TROY CITY COUNCIL

Regular Meeting
Agenda

December 1, 2025
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 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.**

500 West Big Beaver
Troy, MI 48084
troymi.gov

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

Dear Mayor and City Council Members,

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

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

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

Respectfully,

Frank Nastasi
City Manager

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

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

Signed this 17th day of November, 2025.

Mayor Ethan Baker

Council Member Annalisa Bluhm

Council Member Theresa Brooks

Council Member Rebecca Chamberlain

Mayor Pro Tem Hirak Chanda

Council Member Mark Gunn

Council Member David Hamilton

CITY COUNCIL AGENDA

December 1, 2025 - 7:30 PM

City Council Chambers
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3316

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

INVOCATION: Pastor Matt Schuler from Faith Lutheran Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. Avondale Youth Assistance Annual Update *(Presented by Michael Kazyak, Chairperson)*

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. CONDITIONAL REZONING – (JPCR2025-002) – Proposed Village of Hastings, East side of Livernois, North of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, From NN (Neighborhood Node "Q") & R-1B (One Family Residential) Zoning Districts to RT (One Family Attached) Zoning District *(Introduced by: Brent Savidant, Community Development Director)*

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

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

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

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

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee, Local Development Finance Authority, Planning Commission; b) City Council Nominations - Liquor Advisory Committee, Parks & Recreation Advisory Board, Traffic Committee

I.3. No Closed Session Requested

I.4. 2026 City Council Meeting Schedule *(Introduced by: Frank Nastasi, City 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 - November 17, 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 – Tee Shirts for Various City Departments

J.4.b. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract — Axon Body-Worn Cameras, In-Car Cameras and Tasers Renewal and Upgraded Services – Troy Police Department

J.5. Proposed Consent Judgment for Troy v. Denha

J.6. Designation of Act 51 Street Administrator

J.7. Traffic Committee Recommendations and Minutes — November 19, 2025

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:

O.1.a. Traffic Committee Final Minutes October 15, 2025

O.1.b. Planning Commission Meeting Minutes-Final-October 28, 2025

O.2. Department Reports: None Submitted

O.3. Letters of Appreciation:

O.3.a. LOA to Troy Fire Department from Resident, Nancy Hartwell

O.3.b. LOA to Troy Fire Department from Rochester Hills Fire Department

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

O.5. Notice of Hearing for the Gas Customers of DTE Gas Company, Case No. U-21973

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. No Closed Session Requested

S. ADJOURNMENT

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

January 17, 2026	**2026 Advance**

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

December 15, 2025	**Regular Meeting**

CITY COUNCIL AGENDA

December 1, 2025 - 7:30 PM

City Council Chambers
500 W. Big Beaver Rd.
Troy, MI 48084
(248) 524-3316
View the Meeting Live at: www.troymi.gov/webcast or on Local Access Cable Channels (WOW – Ch 10, Comcast – Ch 17, AT&T – Ch 99)

INVOCATION: Pastor Matt Schuler from Faith Lutheran Troy

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 #2025-12-
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. Avondale Youth Assistance Annual Update *(Presented by Michael Kazyak, Chairperson)*

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. CONDITIONAL REZONING – (JPCR2025-002) – Proposed Village of Hastings, East side of Livernois, North of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, From NN (Neighborhood Node "Q") & R-1B (One Family Residential) Zoning Districts to RT (One Family Attached) Zoning District

(Introduced by: Brent Savidant, Community Development Director)

Suggested Resolution
Resolution #2025-12-
Moved by
Seconded by

WHEREAS, The City is in receipt of a proposed rezoning request from R-1B (One Family Residential) and NN (Neighborhood Node "Q") District to MF (Multiple Family) District; and,

WHEREAS, The subject property to be conditionally rezoned is located on the east side of Livernois, north of Square Lake, being approximately 5 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing held on February 25, 2025; and,

WHEREAS, The Planning Commission, by a vote of 8-0, recommended approval of the conditional rezoning; and,

WHEREAS, The proposed conditional rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The conditional rezoning would permit greater flexibility in use and development of the property; and,

WHEREAS, The conditions offered by the applicant reasonably protect the adjacent properties; and,

WHEREAS, The conditional rezoning would be compatible with surrounding zoning and land use; and,

WHEREAS, The proposed conditional rezoning meets the Standards for Rezoning Approval listed in Section 16.04.C(3) of the City of Troy Zoning Ordinance;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1B and NN Districts to be conditionally rezoned to MF District.

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the Conditional Rezoning Agreement and related attachments.

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

BE IT FINALLY RESOLVED, That the City of Troy Zoning District Map is hereby **AMENDED**.

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 - None; b) City Council Appointments - None

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee, Local Development Finance Authority, Planning Commission; b) City Council Nominations - Liquor Advisory Committee, Parks & Recreation Advisory Board, Traffic Committee

a) Mayoral Nominations:

Suggested Resolution
Resolution #2025-12-
Moved by
Seconded by

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

Global Troy Advisory Committee
Appointed by Mayor
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			
Mohideen, Syeda	9/28/2023	10/30/2027			
Natcheva, Daniela	11/8/2021	10/30/2028			
Noguez-Ortiz, Carolina	12/20/2024	10/30/2028	BRA exp 4/30/2026		
Sekhri, Suneel	11/5/2023	10/30/2027			
Vacancy		7/31/2026	Athens High School Rep		
Vacancy		7/31/2026	Troy High School Rep		

Vacancy		7/31/2026	International Academy Student Rep		
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:

Term Expires: 7/31/2026		**Athens High School Student Rep.**
	Term currently held by: Vacant	
Term Expires: 7/31/2026		**Troy High School Student Rep**
	Term currently held by: Vacant	
Term Expires: 7/31/2026		**International Academy Student Rep.**
	Term currently held by: Vacant	
Term Expires: 10/30/2026		
	Term currently held by: Vacancy - Philippe Cicchini resigned	
Term Expires: 10/30/2028		
	Term currently held by: Vacancy - MiVida Burrus 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		
Lee, Seojin Sarah	4/21/2025	Troy HS Student	Graduates 2026
Marshall, Everett	1/3/2027	Athens HS Student	Graduates 2027
Swaminathan, Abi	7/8/2027		

Local Development Finance Authority (LDFA)

Appointed by Mayor

5 Regular Members
Staggered 4 Year Term

Current Members:

Name	Application Expiration	Application Expiration	Notes 1	Notes 2	Notes 3
Bachert, Sandra	11/18/2023	6/30/2027	Resident Member		
Baker, Ethan		11/8/2027	Alternate; Mayor		
Hodorek, Ellen		11/10/2025	Alternate; City Council Member		
Rosenblum, Anthony	11/10/2024	6/30/2026	Resident Member		
Schmitz, James	4/4/2026	6/30/2028	Resident Member		
Smieliauskas, Fabrice	4/9/2026	6/30/2028	Resident Member		
Starks, Louis			Oakland County Designee		
Vacancy		6/30/2027	Resident Member		
Wodzinski, Todd	12/9/2026	6/30/2027	Resident Member		

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 11/06/2029		Alternate; City Council Member
	Term currently held by: Ellen Hodorek	

Planning Commission

Appointed by Mayor
9 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Buechner, Toby	8/31/2025	12/31/2026			
Faison, Carlton	9/11/2025	12/31/2026			
Fox, Tyler	6/15/2024	12/31/2025			
Hutson, Michael	10/10/2026	12/31/2027			
Krent, Thomas	11/3/2027	12/31/2025			Requests Reappointment

Lambert, Dave	10/16/2026	12/31/2027			
Malalahalli, Jayalakshmi	11/20/2025	12/31/2026			
Perakis, Marianna	10/30/2027	12/31/2025			Requests Reappointment
Tagle, John	10/14/2026	12/31/2027			

Nominations to the Planning Commission:

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

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Abdullah, Neharunnessa	9/26/2026		
Desmond, Thomas	4/30/2026		
Devulapalli, Ramachandram	8/29/2026		
Frisen, Sande	1/2/2027		
Mudaliar, Vinodh Kumar	7/29/2027		
Sabaj, Noah	2/28/2026		
Sabbagh, Allen	9/17/2026		
Stefanou, Katherine	8/28/2026		
Walters, Kelly	11/27/2025		
Wodzinski, Todd	12/9/2026		

Yes:
No:

b) City Council Nominations:

Suggested Resolution
Resolution #2025-12-
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:

Liquor Advisory Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Bluhm, Annalisa	10/2/2025	1/31/2027	Resigned 11/12/2025		
Comiskey, Ann	1/26/2026	1/31/2027			
Giorgi, Lynn		Ordinance	Police Dept. Liaison		
Gorcyca, David	12/4/2021	1/31/2026			Requests Reappointment
Haight, David	4/11/2024	1/31/2028		Personnel Bd. exp 4/30/2026	
Jones, Kelly	12/20/2024	1/31/2026			
Kaltsounis, Andrew	6/30/2027	1/31/2027			
Martin, Matthew	5/11/2024				

Nominations to the Liquor Advisory Committee:

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

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Sabbagh, Allen	9/17/2026		
Wodzinski, Todd	12/9/2026		LDFA exp 6/30/2027

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

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Atmakur, Sanika	9/18/2026	7/31/2026	Student		
Brady, Michael	9/2/2026	9/30/2027			
Brady, Pamela	7/10/2027	9/30/2028			
Colussi, Casey	8/20/2022	9/30/2026			
Girling, Janice	8/4/2027	9/30/2028			
Goul, Brian			Recreation Director		
Jansen, Matt	9/9/2026	7/31/2026	Troy School District Representative		
Martin, Kelly	4/26/2025	9/30/2026			
Mudaliar, Vinodh Kumar	7/29/2027	9/30/2028			
Vacancy		9/30/2027	John Shepherd resigned		

Nominations to the Parks and Recreation Board:

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

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Anam, Kavya	7/15/2027	Student - Graduates 2028	
Battle, Timothy	10/22/2026		
Catron, Tina	11/13/2027		
Dicker, Susanne Forbes	12/26/2026		
Emerson, Rosalyn	9/2/2026		
Faiz, Iqbal	10/15/2026		
Forster, Jeffrey	1/22/2026		
Hoef, Paul	9/23/2026		
Marshall, Everett	1/3/2027	Student - Graduates 2027	

Pettinato, Jillian	11/27/2025		
Sabbagh, Allen	9/17/2026		
Suresh, Nidheesh	7/29/2027	Student - Graduates 2026	
Swaminathan, Abi	7/8/2027		

Traffic Committee

Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 3
Battle, Timothy	10/22/2026	1/31/2028		
Christiansen, Dale	11/22/2024	1/31/2026		
Finlay, G. Scott		Ex-Officio Member		
Hullinger, Peter		Ex-Officio Member		
Jeeda, Swathi	7/2/2025	7/31/2025	Student	Graduates 2026
Jones, Joshua		Ex-Officio Member		
Kenkre, Shama	9/11/2026	1/31/2028		
Petrulis, Al	9/2/2026	1/31/2026	ACAB exp 9/30/2027	
Rose, Justin	11/5/2023	1/31/2027		
Swaminathan, Abi	9/2/2025	1/31/2027		
Ziegenfelder, Peter	12/14/2024	1/31/2026		

Nominations to the Traffic Committee:

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

Interested Applicants:

Name	Application Expiration	Notes 1	Notes 2
Anam, Kavya	7/15/2027	Student - Graduales 2028	
Marshall, Everett	1/3/2027	Student - Graduates 2027	

Suresh, Nidheesh	7/29/2027	Student - Graduates 2026	

Yes:
No:

I.3. No Closed Session Requested

I.4. 2026 City Council Meeting Schedule *(Introduced by: Frank Nastasi, City Manager)*

Suggested Resolution
Resolution #2025-12-
Moved by
Seconded by

RESOLVED, That Troy City Council **SHALL HOLD** Regular Meetings in calendar year 2026 on the following dates at 7:30 PM in the City Council Chamber or as otherwise provided by the City Council Rules of Procedure:

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

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Special Meetings for City Manager and City Attorney Evaluations in calendar year 2026 on the following dates at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, January 26
Wednesday, March 25

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Special Meetings for presentation of the proposed budget in calendar year 2026 on the following dates at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, April 13
Wednesday, April 15 (as needed)

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Yes:
No:

J. CONSENT AGENDA:

J.1.a Approval of "J" Items NOT Removed for Discussion

Suggested Resolution
Resolution #2025-12-
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 #2025-12-

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

J.2.a. City Council Minutes-Draft - November 17, 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 – Tee Shirts for Various City Departments

Suggested Resolution
Resolution #2025-12-

BE IT RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for one (1) additional year to provide Tee Shirts for the City of Troy on an as needed basis to the overall low bidder meeting specifications, *DRN's Corporation of Brooklyn, NY* at unit prices contained in the bid tabulation opened November 6, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with all expenses not to exceed budgetary limitations; contract to expire November 30, 2028.

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. Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract — Axon Body-Worn Cameras, In-Car Cameras and Tasers Renewal and Upgraded Services – Troy Police Department

Suggested Resolution
Resolution #2025-12-

RESOLVED, That Troy City Council, in the best interest of the City, **AWARDS** a five (5) year contract effective July 1, 2026 to *Axon Enterprise, Inc. of Scottsdale, AZ* in order to purchase the fully integrated Axon system with cloud storage and service and support for an estimated 5-year total cost of $3,107,437.46 as detailed in the attached quote and as per the Sourcewell Cooperative Purchasing Contract #101223-AXN; a copy which shall be **ATTACHED** to the Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** the agreement with Axon Enterprise, Inc. and **AUTHORIZES** the Troy Police Chief to **EXECUTE** the attached Agreement; a copy which shall be **ATTACHED** to the Minutes of this meeting.

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

J.5. Proposed Consent Judgment for Troy v. Denha

Suggested Resolution
Resolution #2025-12-

RESOLVED; That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v Rocky and Noor Denha condemnation case, Oakland County Circuit Court case number 2024-209375 CC, and **AUTHORIZES** payment in the amounts stated therein from Account Number 401.449.202.989.022065, and **FURTHER AUTHORIZES** the City Attorney or designee to execute the document on behalf of the City of Troy; a copy of the Consent Judgment is to be **ATTACHED** to the original Minutes of this meeting.

J.6. Designation of Act 51 Street Administrator

Suggested Resolution
Resolution #2025-12-

WHEREAS, Section 13(9) of Act 51, Public Act of 1951 requires that each incorporated city and village (to which funds are returned under the provisions of this section) designate a single Street Administrator who shall be responsible for and shall represent the municipality in transactions with the Michigan Department of Transportation pursuant to this act; and,

WHEREAS, The Street Administrator shall be responsible for and coordinate street improvements,

maintenance, traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting; and,

WHEREAS, It has historically been the City Manager who serves as the designated Street Administrator for the City of Troy;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DESIGNATES** City Manager, Frank Nastasi, as the single Street Administrator for the City of Troy in all transactions with the Michigan Department of Transportation.

J.7. Traffic Committee Recommendations and Minutes — November 19, 2025

Suggested Resolution
Resolution #2025-12-

BE IT RESOLVED, That the Sandpiper Drive Approach at Osprey Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, That the Osprey Drive Approach at Macaw Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, That the Dexter Drive Approach at Wayfarer Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

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:

O.1.a. Traffic Committee Final Minutes October 15, 2025

O.1.b. Planning Commission Meeting Minutes-Final-October 28, 2025

O.2. Department Reports: None Submitted

O.3. Letters of Appreciation:

O.3.a. LOA to Troy Fire Department from Resident, Nancy Hartwell

O.3.b. LOA to Troy Fire Department from Rochester Hills Fire Department

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

O.5. Notice of Hearing for the Gas Customers of DTE Gas Company, Case No. U-21973

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. No Closed Session Requested

S. ADJOURNMENT

Submitted By
The City Manager

Frank Nastasi
City Manager

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

December 15, 2025 **Regular Meeting**

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

C.1.

Agenda Item:

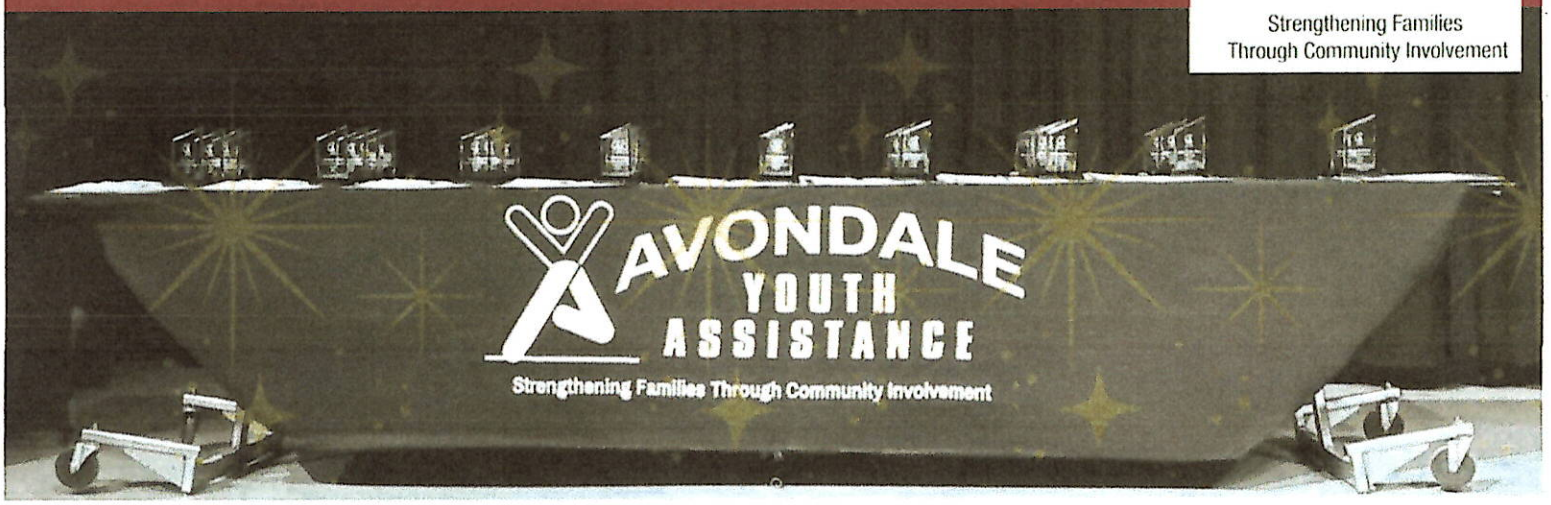
C.1. Avondale Youth Assistance Annual Update *(Presented by Michael Kazyak, Chairperson)*

ATTACHMENT(S):
20251201 Avondale Annual Report - 10.08.2025

YEAR-IN-REVIEW

2024-2025

Avondale
Strengthening Families Through Community Involvement



33 STUDENTS RECEIVED AWARDS IN 2024 FOR THEIR PERSONAL ACHIEVEMENTS, LEADERSHIP, AND COMMUNITY SERVICE AT OUR ANNUAL STUDENT RECOGNITION EVENT.

130 students were referred to Avondale Youth Assistance and offered prevention services. Referrals were initiated by the school, community, and parents in an effort to strengthen youth and families through community involvement. Additionally, 50 families were supported through referrals to community services.

Our social skill development program, Circle of Friends, has continued to grow this year! Several students join the group on a weekly basis to participate in social activities and provide services to the community.

11 students participated in our Back-to-School Backpack Event. They all enjoyed a pizza party where they each received a new backpack filled with school supplies, clothing, and personal hygiene items for the new school year.

12 children were able to shop with a hero at Auburn Hills' Annual Shop with a Hero Event. Additionally, the Loyal Order of Moose Lodge provided families with meals for Thanksgiving and Christmas. Through our partnerships and with the generosity of these organizations, area children were given a happier Holiday at no cost.

TO SUPPORT AREA FAMILIES EXPERIENCING FOOD INSECURITIES, AVONDALE YOUTH ASSISTANCE DONATED $2.000 TO "BLESSINGS IN A BACKPACK" FOOD DISTRIBUTION INITIATIVE.

AYA BOARD VOLUNTEERS DONATED 327 HOURS OF THEIR TIME THIS FISCAL YEAR TO LOCAL COMMUNITIES

A Letter from our Chairperson...

Dear Supporters of Avondale Youth Assistance,

On behalf of the Avondale Youth Assistance Board of Directors and Staff, I extend our deepens thanks to our sponsors for their tremendous support throughout the year. I also want to express sincere appreciation to the Avondale community for reaching out, supporting our mission, and helping us guide students who need assistance through the programs we work hard to deliver. Special thanks to the City of Auburn Hills, the City of Rochester Hills, the City of Troy, and Avondale Community Schools for their sponsorship. Without your support, we could not fulfill our mission.

Through programs, such as Screenagers, we have empowered teachers to educate students about social media. Our Back-to-School program has provided backpacks and supplies, and our Shop-with-a-Hero initiative has given students a joyful Christmas. We have also recognized students who may not typically receive acknowledgement - those who aren't academic scholars or star athletes, but who strive every day to overcome challenges and become the best versions of themselves. We have made Skill Building events accessible to students who otherwise couldn't attend due to financial limitations. These opportunities are life-changing, and we're proud to help make them.

I want to thank Stephanie Morita, who began as a Rochester Hills City Council Representative and served our Board as Treasurer for several years before retiring. Her dedication has left a lasting impact.

We're also excited to welcome some new faces to our Board of Directors:

- Arryn Schneider from Avondale Schools
- Eveonne Roberts from the City of Auburn Hills
- A new School Board member
- Rebecca Siwicki, our newest member and Treasurer

As we begin a new school year and fiscal year, we're launching two new initiatives:

1.) Love and Logic: a program focused on positive parenting and building healthy relationships between parents and children. In today's world of social media and constant negativity, we hope to make a difference - one family at a time.

2.) The Helping Closet: in partnership with local merchants, we aim to create a space where students can access personal hygiene items. This initiative supports families facing hardships and helps students navigate the challenges of growing up.

A heartfelt shout-out goes to our Caseworker, Paula Johnson, who digs in her heels and pours her heart into our organization. Paula constantly challenges the Board with new ideas and programs to better serve the community. I also want to recognize our Office Assistant, Sarah Owens, who keeps me organized and on track. Through personal challenges and travel, Sarah has been my anchor. She's a forward thinker who ensures every detail is handled with care. On top of her work with us, Sarah was recently accepted to the University of Detroit Mercy to pursue her degree and begin her journey as a Caseworker with Oakland County Youth Assistance. We're incredibly proud of her.

I could go on and on about how proud I am to serve as Chairperson of Avondale Youth Assistance. We may be a small organization, but we are mighty. As you read this, I encourage you to take a moment to reflect on the incredible individuals who make this organization thrive. Every team member contributes their time and energy selflessly, and no amount of money could ever match the value of their dedication and heart.

Breathe For Change

In collaboration with the Avondale School District, we proudly supported *Breathe for Change*, a nationally recognized program dedicated to improving the well-being of educators, students, and school communities through mindfulness, yoga, and social-emotional learning practices. Our financial contribution helped bring this transformative professional development experience to local educators, equipping them with practical tools to manage stress, cultivate emotional resilience, and foster positive classroom environments. By investing in educator wellness, we are ultimately investing in the health, growth, and success of the students they serve.

Skill Building

Through our Skill Building Financial Assistance Program, we continue to remove financial barriers that might otherwise limit a child's opportunity to learn, grow, and thrive.

This year, we were proud to support local students and their families by covering costs of enriching activities that build confidence, teamwork, and lifelong skills. From cheerleading to band camps to gymnastic programs and the Auburn Hills' summer camp, our assistance helped children participate in meaningful experiences that foster personal development, expand interests, and strengthen community connections.

Screenagers

This year, we partnered with Avondale High School to host a community viewing of *Screenagers*, an award-winning documentary series that explores the complex impact of screen time, social media, and digital technology on youth development, mental health, and family dynamics. The event provided families, students, and educators with valuable insights into how technology shapes daily life and decision-making, encouraging important conversations at home and in the classroom. By creating a space for our community to reflect on these challenges together, we continue our mission to support healthy growth and well-being in young people. Events like this strengthen connections between schools, families, and community organizations, and highlight the importance of working together to address the evolving issues today's youth face in an increasing digital world

Student Recognition. Looking Forward...

Each year, Avondale Youth Assistance invites members of the community to nominate outstanding young people for our Annual Student Recognition Program. This program honors students who have made meaningful personal achievements, dedicated their time to community service, and demonstrated leadership in ways that positively impact those around them. Our goal is not to identify only the highest achievers on paper, but to celebrate young people who have worked hard to overcome challenges, shown perseverance, and made a significant difference in their schools, neighborhoods, and community. By recognizing these students, we shine a light on the character, compassion, and commitment that make them true role models for their peers. As such, the nomination form will be included in this year's report, and we encourage you to copy and share it widely to help us identify deserving youth in our community.

Sponsors

Avondale Youth Assistance is sponsored by the Oakland County Circuit Court - Family Division, the Avondale School District, the Cities of Auburn Hills, Rochester Hills and Troy, and Bloomfield Township. Principal financial support for activities and office needs come from the communities. The Oakland County Board of Commissioners provides funding for our caseworker. This support enables AYA to provide servicess to the community, enhance existing programs, and sponsor new programs

Board of Directors

The activities of Avondale Youth Assistance are coordinated by a Board of Directors. This Board is comprised of community volunteers who have a desire to increase community capacity and support the needs of families.

Programs supported by the Board include our Student Recognition Event, Back-to-School Shopping event for students in need, support for before and after school academic tutoring, student and family programs, social and emotional programs, funding for camps and skill building activities, and need-based items.

FINANCIAL REPORT

INCOME

Rochester Hills:	$16,000.00
Auburn Hills:	$13,000.00
Troy:	$2,500.00
TOTAL:	$31,500.00

EXPENDITURES

Administration/Office Expenses:	$15,900.00
Back-to-School Shopping:	$1,500.00
Blessings in a Backpack Support:	$2,000.00
Skill Building:	$800.00
Insurance:	$1,000.00
Community/Client Needs:	$2,675.00
Breathe for Change Program:	$5,370.00
Screenagers:	$3,300.00
Student Recognition Event:	$900.00
TOTAL:	$33,445.00

A VERY SPECIAL THANK YOU TO OUR SPONSORS!!

Avondale Youth Assistance
1435 West Auburn Road
Rochester Hills, Michigan 48309
(248) 537-6626
Email: avondaleyouth@gmail.com

EXECUTIVE BOARD

Michael Kazyak, Chairperson
Carol Morlan, Vice Chairperson
Rebecca Siwicki, Treasurer
Matthew Lucas, Secretary

DIRECTORS

Henry Knight, Dr. James Schwarz, Officer Brian Jones, Lynn Douglas, Eveonne Roberts, JoAnn Roberts, Landon Fugate, Arryn Schneider, Officer Chris Mahon, Bryce Fugate

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

E.1.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING – CONDITIONAL REZONING – (JPCR2025-002) – Proposed Village of Hastings, East side of Livernois, North of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, From NN (Neighborhood Node "Q") & R-1B (One Family Residential) Zoning Districts to RT (One Family Attached) Zoning District *(Introduced by: Brent Savidant, Community Development Director)*

History

The applicant GFA Development seeks conditional rezoning of a 5.15-acre site. The applicant intends to maintain the present R-1B zoning of three (3) existing single-family homes on Livernois to preserve the homes. The remainder of the site is to be rezoned to RT to accommodate twenty-two (22) new units.

The attached report prepared for the April 8, 2025 Planning Commission Regular meeting summarizes the application.

The applicant has voluntarily offered to restrict uses on the property to the following:

1. The total number of newly constructed units within the property proposed to be rezoned to RT shall not exceed 22.
2. The maximum height of all units shall not exceed 28 feet, in compliance with the City's ordinances and regulations.
3. The Developer agrees to rescind his application for the 3-story townhouse project that was previously approved by Planning Commission on May 22, 2018, commonly known as GFA Square Lake, and assigned project number SP-1809 by the City.
4. The preliminary site plans submitted for the Village of Hastings, attached and incorporated as Exhibit B, are approved.
5. Three (3) single family residential parcels will remain zoned R-1B for one family ***(Exhibit E)*** residential use. The properties will be improved through tree trimming and new landscaping. The existing homes will be painted. These improvements will occur within 12 months of the date of this Conditional Rezoning Agreement. Developer or his successors or assigns shall not request a demolition permit for these homes for at least fifteen (15) years after the effective date of this agreement.

6. The proposed development will include a minimum of twenty percent (20%) of site area dedicated to open space within the development. The dedicated open space will be a park for the residents of the Village of Hastings to enjoy. The park will be constructed and equipped by Developer, and will be open to the public, and not be limited to the Village of Hastings residents.
7. As emphasized in the City of Troy's Master Plan for the area of Livernois and Square Lake, Developer will focus on non-vehicular transport, and provide over 2,000 feet of sidewalks and walking paths for the Village of Hastings residents and local residents of the historic Troy Corners area.
8. Landscape screening will be provided to the R-1B zoned properties to the north and the east of the proposed development, as indicated on the incorporated site plan. Per table 13.02-b in the City's Zoning Ordinance (***Exhibit F)***, screening between two residential uses (one-family and two-family dwellings) is not required. The Development will use a combination of alternative 1 and alternative 2 screening styles between the proposed development and the existing single-family homes, as set forth on ***Exhibit B, Sheet L-1.0, Landscape Calculations Chart***.
9. Developer shall use building materials that are a mix of brick, asphalt shingles, LP plank siding or similar materials with a variety of color palates and durable low-maintenance or maintenance free materials.
10. Developer shall construct a two-car garage for each unit, and at least ten (10) additional guest parking spaces for the development.
11. Developer shall construct eight (8) ranch style single family homes in a maximum of six (6) buildings.
12. Developer shall construct fourteen (14) two-story attached single-family homes in a maximum of seven (7) buildings.

City Council is the approval body for conditional rezoning applications, following a Planning Commission recommendation. The Planning Commission held a public hearing on this item on February 25, 2025 and recommended approval of the request on April 8, 2025 by a vote of 8-0.

The Planning Commission proposed a number of design considerations in their resolution:

1. Provide a Conditional Rezoning Agreement to be reviewed by the City Attorney.
2. Provide an updated photometric plan to satisfy City staff for approval.
3. As applicant voluntarily offered during this meeting, provide fifteen (15) year deed restriction(s) on existing three homes.

Planning Commission design consideration were addressed as follows:

1. The draft Conditional Rezoning Agreement is attached.
2. The photometric plan was updated and is included in the agenda packet.
3. The applicant has voluntarily offered that "Developer or his successors or assigns shall not request a demolition permit for these homes for at least fifteen (15) years after the effective date of this agreement".

A public hearing is scheduled for this item on December 1, 2025.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman for April 8, 2025 Planning Commission meeting
3. Minutes from February 25, 2025 Planning Commission Regular meeting (excerpt)
4. Minutes from April 8, 2025 Planning Commission Regular meeting (excerpt)
5. Preliminary Site Plan
6. Public comment
7. Conditional Rezoning Agreement

Suggested Resolution:
WHEREAS, The City is in receipt of a proposed rezoning request from R-1B (One Family Residential) and NN (Neighborhood Node “Q”) District to MF (Multiple Family) District; and,

WHEREAS, The subject property to be conditionally rezoned is located on the east side of Livernois, north of Square Lake, being approximately 5 acres in size; and,

WHEREAS, The applicant voluntarily offered a number of conditions, as per Section 16.04 of the City of Troy Zoning Ordinance; and,

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing held on February 25, 2025; and,

WHEREAS, The Planning Commission, by a vote of 8-0, recommended approval of the conditional rezoning; and,

WHEREAS, The proposed conditional rezoning is supported by the Master Plan and advances the general and specific development policies of the Master Plan; and,

WHEREAS, The conditional rezoning would permit greater flexibility in use and development of the property; and,

WHEREAS, The conditions offered by the applicant reasonably protect the adjacent properties; and,

WHEREAS, The conditional rezoning would be compatible with surrounding zoning and land use; and,

WHEREAS, The proposed conditional rezoning meets the Standards for Rezoning Approval listed in Section 16.04.C(3) of the City of Troy Zoning Ordinance;

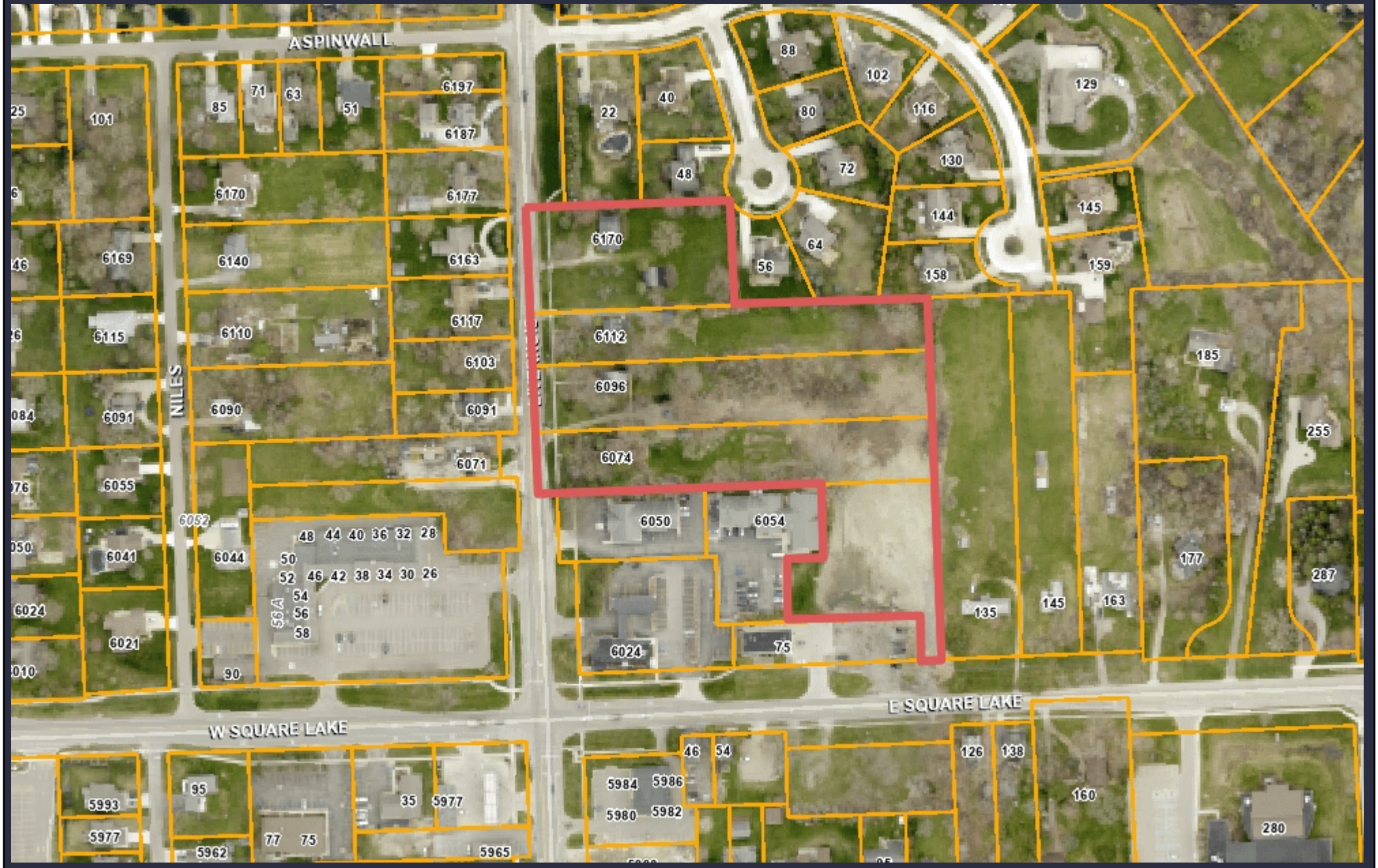
THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1B and NN Districts to be conditionally rezoned to MF District.

BE IT FURTHER RESOLVED, City Council hereby **APPROVES** the Conditional Rezoning Agreement and related attachments.

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

BE IT FINALLY RESOLVED, That the City of Troy Zoning District Map is hereby **AMENDED**.

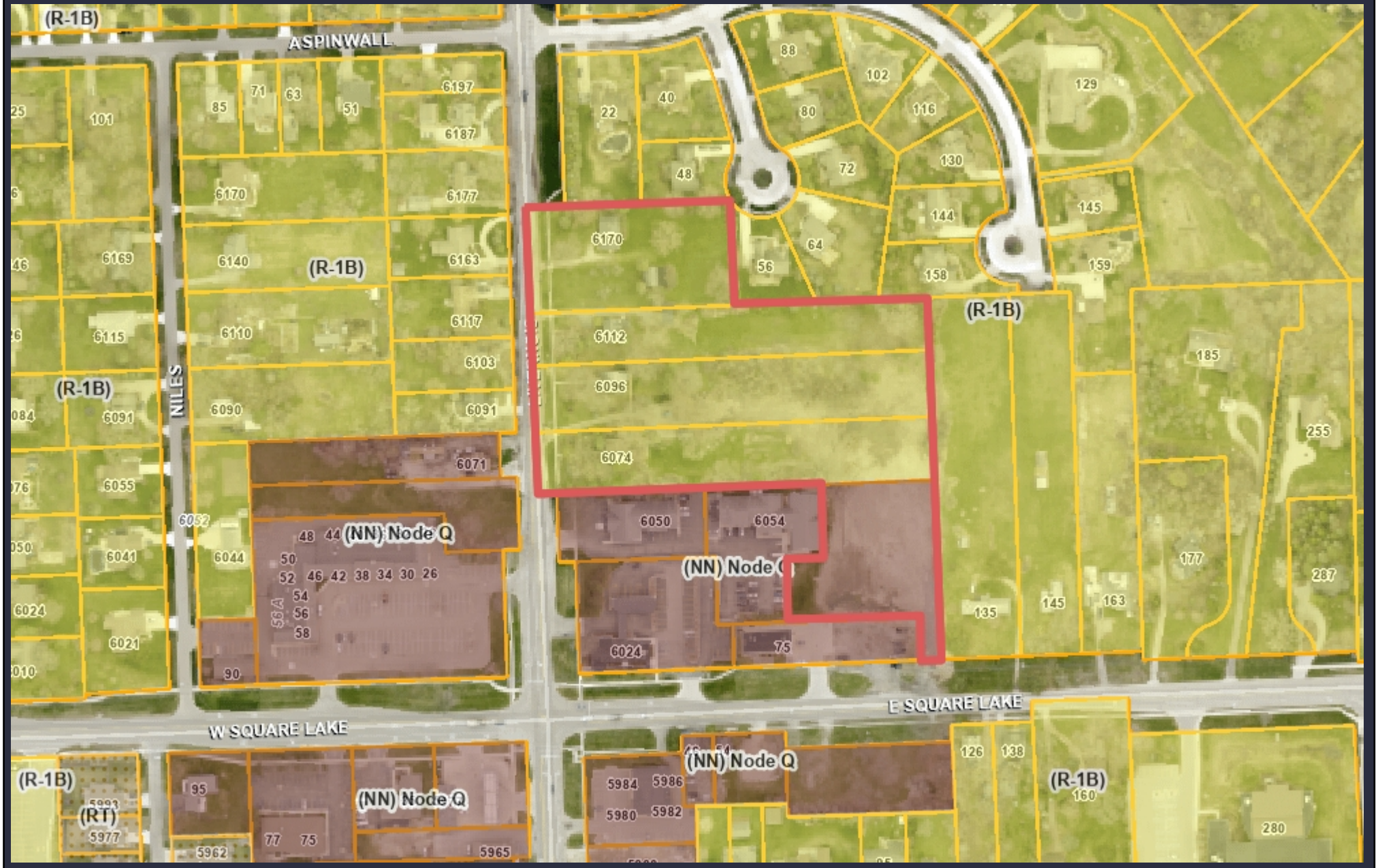
GIS Online



577 0 288 577 Feet

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.

GIS Online



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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.

CONDITIONAL REZONING

6. PUBLIC HEARING – CONDITIONAL REZONING APPLICATION (JPCR2025-001) – Proposed Village of Hastings, East side of Livernois, North of Square Lake, PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004, Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Carlisle reviewed the Conditional Rezoning application for the Village of Hastings. He referenced the applicant's previously approved development of 14 residential units on the southern end of the parcels and a previously Planned Unit Development (PUD) application that the City Council denied. Mr. Carlisle said the applicant is voluntarily offering eight conditions with approval of the application, as cited in the Planning Consultant report dated February 17, 2025.

Mr. Carlisle addressed the number of proposed units, the one ranch-style home abutting Livernois that must comply with the required RT zoning setback and the City standard that requires a bypass lane on the west side of Livernois (a County road) within the right of way. Mr. Carlisle said the application is missing some elevations, colored renderings, a three dimensional (3D) model of the plan and a photometric plan.

Mr. Carlisle asked the Planning Commission in its deliberation to consider compliance with the Master Plan, the Conditional Rezoning Standards (Section 16.04.C.3) and Site Plan Review Design Standards (Section 8.06).

Mr. Carlisle said any approval of the application should be subject to the three conditions as cited in his report dated February 17, 2025.

Ms. Dufrane said the applicant's submission of a Conditional Rezoning application is a more appropriate avenue to develop the properties than the previously submitted PUD application.

City Traffic Consultant Stephen Dearing of OHM Advisors addressed the design consideration of either a bypass lane or a center left turn lane on Livernois under the jurisdiction of the RCOC (Road Commission of Oakland County).

Mr. Savidant said the City engineering standards would be considered at the time of the Final Site Plan approval process. He said the traffic design consideration by RCOC is not within the Planning Commission purview.

Gary Abitheira addressed the reduction of units, mix of housing styles, preservation of the existing homes, trash removal, photometric plan, open space, price point of homes and turnarounds for emergency vehicles and delivery trucks. He distributed to the Board members pictures of the elevations that were missing from the agenda packet. Mr. Abitheira said he does not own the two properties to the east of the application under consideration this evening.

Some comments during discussion related to the following:

- EVA (emergency vehicle access) located off Square Lake.

- Email received by the Planning Department with concerns the applicant will extend development to the east.
- Consideration by the applicant to soften the starkness, massiveness of the duplex facades.

PUBLIC HEARING OPENED

- Jeff Williams, 159 Telford; spoke of the Telford Ridge HOA concerns the applicant will extend development to the east.
- Ann Coleman 6091 Livernois; expressed concerns with traffic impact on Livernois and proposed bypass lane.
- Nanette Gearhart, 6197 Livernois; expressed concerns with traffic impact on Livernois and proposed bypass lane, encouraged access off Square Lake, preservation of existing homes.
- Leasa William, 159 Telford; addressed landscape screening, elevations, architectural features of existing homes, aesthetics of duplex buildings.
- John Malott, 72 Telford; thanked applicant for the recent improvements, addressed housing mix, landscape screening, preservation of existing homes, encouraged access off Square Lake.
- Mary Rettig, 6860 Westaway; addressed duplex building aesthetics, encouraged access off Square Lake.
- Marcia Bossenberger, 369 Ottawa; addressed architectural features of housing, lighting at entrance, safety of school children.
- Deborah Louzecky, 6327 Donaldson; addressed proposed bypass lane, Livernois right of way, encouraged access off Square Lake, thanked applicant for reducing density and offering more ranch style homes.

PUBLIC HEARING CLOSED

Ms. Dufrane asked the applicant to flush out what is meant by the preservation of the existing homes and include those particulars in the Conditional Rezoning Agreement.

Ms. Dufrane stated the Planning Commission is only to consider in its deliberation the properties within the application.

Mr. Savidant said the proposed access off Livernois meets City standards and a traffic study reveals no significant traffic impact. He noted the 30 foot access off Square Lake does not meet City standards.

Resolution # PC-2025-02- *(no support)*
Moved by: Fox
Seconded by:

RESOLVED, That the Planning Commission hereby recommends that the NN and R-1B to RT Conditional Rezoning Request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the East side of Livernois and North of Square Lake (PIN 88-20-

03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **granted,** for the following reasons:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning would be compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the following site plan design considerations:

1. Provide a photometric plan.

MOTION FAILED

Resolution # PC-2025-02-016
Moved by: Fox
Seconded by: Krent

RESOLVED, That the Planning Commission hereby recommends that the NN and R-1B to RT Conditional Rezoning Request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the East side of Livernois and North of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **postponed**, subject to the following clarifications provided by the applicant:

1. Clarification on voluntary offer to preserve existing three homes; define preservation, provide timeline and perpetuity of preservation.
2. Provide a photometric plan.
3. Resubmit colored renderings.
4. Consideration to provide a Conditional Rezoning Agreement for review by the City Attorney.

Discussion on the motion on the floor.

Discussion related to the preservation of the three existing homes.

Mr. Abitheira was thanked for his consideration in coming back to the Board with a plan that appears to be more satisfactory to the neighboring properties.

Vote on the motion on the floor.

Yes: All present (8)
Absent: Buechner

MOTION CARRIED

Mr. Abitheira approached the Board to question how the RT zoning district might relate to the preservation of the existing homes. He asked the Board's consideration to expedite the

approval process due to an impending expiration deadline and limited extensions on the townhome project.

Mr. Abitheira asked the record to reflect he would not develop and/or purchase the properties to the east with the understanding that the Telford Ridge HOA would support the Conditional Rezoning application when considered by the City Council. He said he would encourage the RCOC to provide a bypass and/or left hand turn lane for this project.

CONDITIONAL REZONING

6. CONDITIONAL REZONING APPLICATION (JPCR2025-001) – Proposed Village of Hastings, East side of Livernois, North of Square Lake, PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004, Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Carlisle gave a brief review of the Conditional Rezoning application for the proposed Village of Hastings since last reviewed at the February 25, 2025 Planning Commission meeting. Mr. Carlisle asked the Board in its deliberation to consider if the application complies with the Master Plan, and if the application meets the Conditional Rezoning Standards and Site Plan Review Design Standards. Mr. Carlisle said any recommendation for approval should be subject to the design considerations as identified in his report dated April 1, 2025.

Mr. Abitheira addressed elevations, building materials and voluntary conditions upon approval. Mr. Abitheira said he plans to put the three existing homes that are currently rental homes on the market.

There was discussion on the three existing homes.
- Zoning classification of homes as relates to the application.
- Renovations; exterior improvements only, interior in good condition, home inspection.
- Sale of homes.
- Consideration by applicant to add porches.

Mr. Abitheira offered to condition approval on placing deed restrictions on the existing homes that state the homes cannot be torn down for fifteen (15) years.

Chair Perakis opened the floor for public comment.

- Jeff Williams, 159 Telford; spoke on behalf of the Telford Ridge Homeowners Association and addressed the HOA letter of support dated April 8, 2025. He asked for clarification on the brick veneer and horizontal lap siding building materials.
- Matthew Gebara, 5305 Collington; addressed housing variety, livability and walkability of proposed development.
- Deborah Louzecky, 6327 Donaldson; thanked Mr. Abitheira for collaborating with the neighbors. Ms. Louzecky addressed concerns expressed by residents on the west side of Livernois with the future widening of Livernois.
- Leasa Williams, 159 Telford; addressed traffic concerns, layout of patios on duplexes.

Chair Perakis closed the floor for public comment.

Mr. Savident said the City Engineer and City Traffic Consultant are cognizant of the neighbors' concerns with potential road improvements.

Moved by: Fox
Support by: Malalahalli

Resolution # PC-2025-04-

RESOLVED, That the Planning Commission hereby recommends to the City Council that the NN and R-1B to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois and north of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **GRANTED,** subject to the following site plan design considerations:

1. Provide a Conditional Rezoning Agreement to be reviewed by the City Attorney.
2. Provide an updated photometric plan to satisfy City staff for approval.
3. As applicant voluntarily offered during this meeting, provide fifteen (15) year deed restriction(s) on existing three homes.

Discussion on the motion on the floor.

There was discussion on:

- Modification to Resolution to include reasons for granting approval; accepted by both maker and support of Resolution.
- Proposed landscaping; extensive as shown on plan to protect existing homes.
- Building materials; applicant confirmed brick, LPL siding, no vinyl.
- Conditions of support cited in Telford Ridge Homeowners Association communication.
- City Attorney review of Conditional Rezoning Agreement prior to the City Council consideration.
- Applicant's word not to extend development beyond subject application.

Vote on the motion on the floor, as modified.

Resolution # PC-2025-04-023

RESOLVED, That the Planning Commission hereby recommends to the City Council that the NN and R-1B to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois and north of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **GRANTED,** for the following reasons:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning would be compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the following site plan design considerations:

1. Provide a Conditional Rezoning Agreement to be reviewed by the City Attorney.
2. Provide an updated photometric plan to satisfy City staff for approval.
3. As applicant voluntarily offered during this meeting, provide fifteen (15) year deed restriction(s) on existing three homes.

Yes: All present (8)
Absent: Faison

MOTION CARRIED

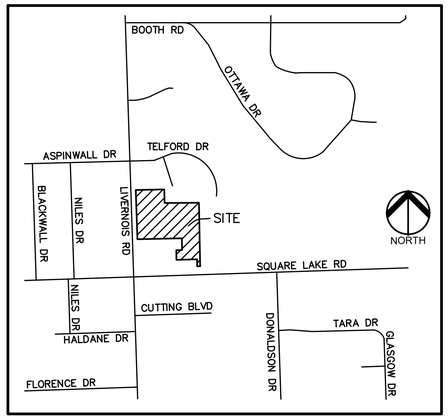
PRELIMINARY SITE PLAN

THE VILLAGE OF HASTINGS

PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,

CITY OF TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



LOCATION MAP
NO SCALE

INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN
T-1.1	TREE PRESERVATION LIST
	ARCHITECTURAL PLANS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS - OPTION A
A300	3D VIEWS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS
A300	3D VIEWS
A101	FIRST FLOOR UNIT PLANS
A102	STANDARD SECOND FLOOR UNIT PLANS
A200	STANDARD NORTH & SOUTH ELEVATION
A201	STANDARD EAST & WEST ELEVATION
A400	STANDARD AXONMETRIC VIEWS
P-1	SITE PHOTOMETRIC PLAN

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER

GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE
TROY, MI 48083
CONTACT: GARY ABITHEIRA
PHONE: 248.840.2828
EMAIL: GABITHEIRA@WIDEOPENWEST.COM

CIVIL ENGINEER

PEA GROUP
1849 POND RUN
AUBURN HILLS, MI 48326
CONTACT: JOHN B. THOMPSON, PE
PHONE: 844.813.2949
EMAIL: JTHOMPSON@PEAGROUP.COM

ARCHITECT

MOISEEV/GORDON ASSOCIATES, INC.
4351 DELEMERE COURT
ROYAL OAK, MI 48073
CONTACT: ANDREW MOISEEV, RA
PHONE: 248.549.4500
EMAIL: ANDREWM@MGA-ARCHITECTS.NET

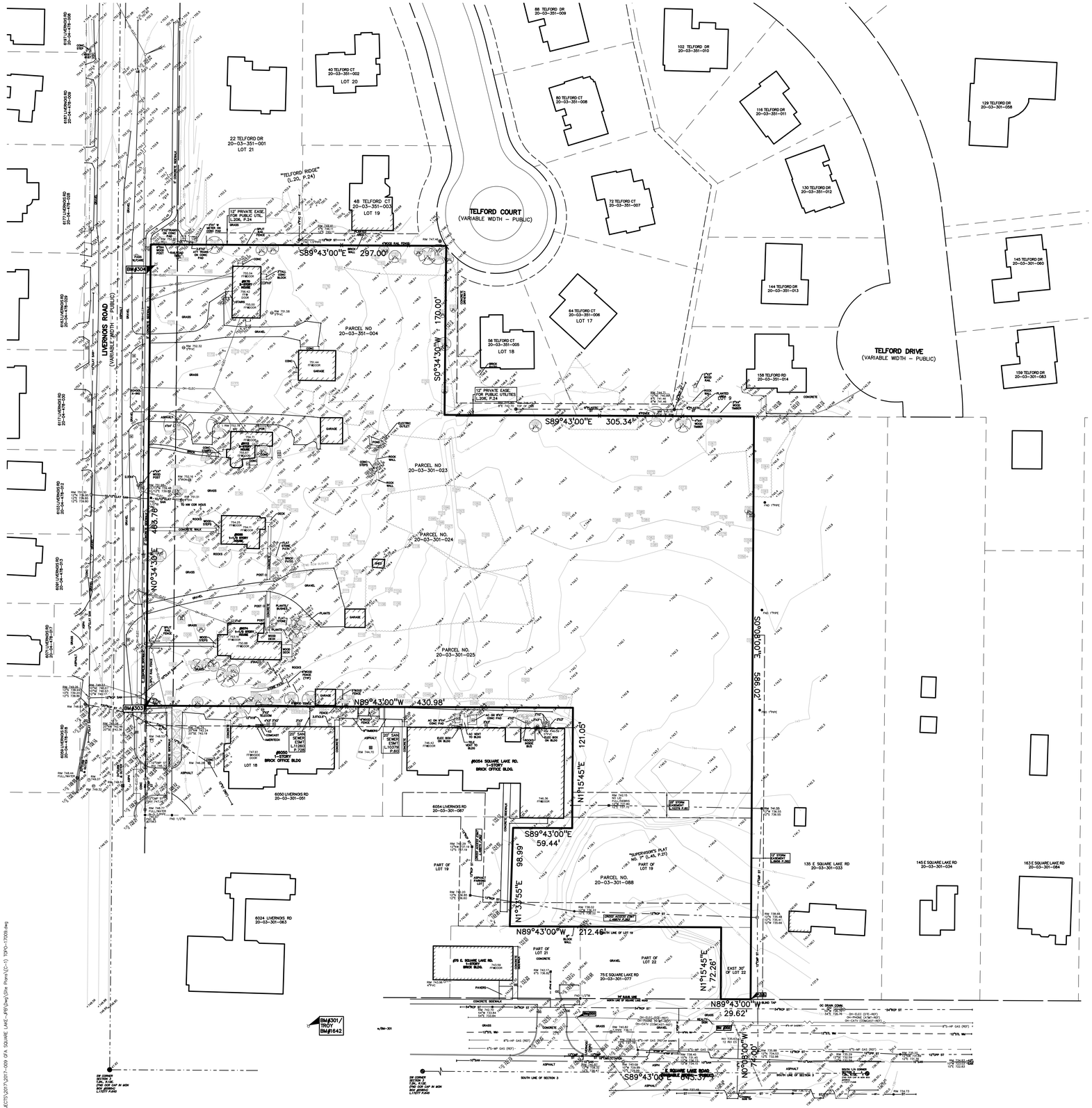
LANDSCAPE ARCHITECT

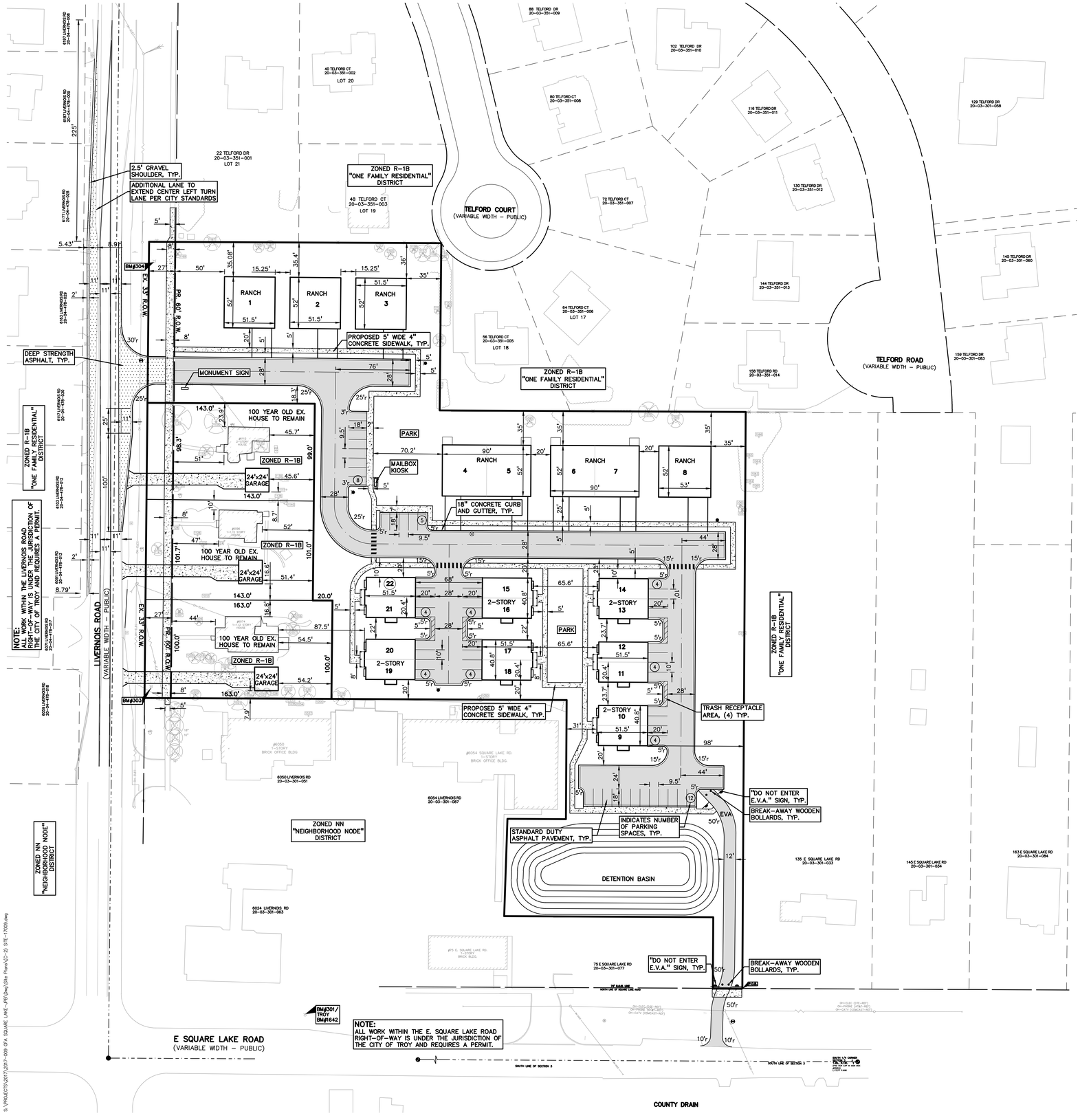
PEA GROUP
7927 NEMCO WAY, STE. 115
BRIGHTON, MI 48116
CONTACT: LYNN WHIPPLE, PLA
PHONE: 844.813.2949
EMAIL: LWHIPPLE@PEAGROUP.COM

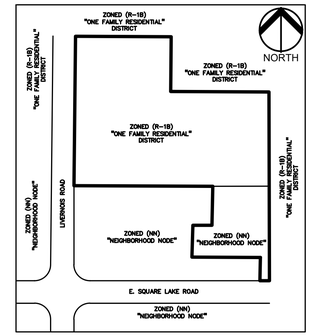
PEA GROUP

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	12/13/2024
REVISED PER PLANING COMMISSION COMMENTS DATED 02/25/2025	3/7/2025

STATE OF MICHIGAN
JOHN BRUCE THOMPSON
License No. 6201043292
LICENSED PROFESSIONAL ENGINEER


TELFORD COURT
(VARIABLE WIDTH – PUBLIC)
TELFORD DRIVE
(VARIABLE WIDTH – PUBLIC)
LIVERNOIS ROAD
(VARIABLE WIDTH – PUBLIC)
"TELFORD RIDGE" (L.20, P.24)
S89°43'00"E 297.00'
S0°34'30"W 170.00'
S89°43'00"E 305.34'
N0°34'30"E 463.76'
N89°43'00"W 430.98'
N1°15'45"E 121.05'
S89°43'00"E 59.44'
S0°08'00"E 586.02'
N1°33'55"E 98.99'
N89°43'00"W 212.46'
N1°15'45"E 72.26'
N89°43'00"W 29.62'
N0°08'00"W 586.02'
S89°43'00"E 645.37'
PARCEL NO 20-03-351-004
PARCEL NO 20-03-301-023
PARCEL NO. 20-03-301-024
PARCEL NO. 20-03-301-025
PARCEL NO. 20-03-301-088
22 TELFORD DR 20-03-351-001 LOT 21
40 TELFORD CT 20-03-351-002 LOT 20
48 TELFORD CT 20-03-351-003 LOT 19
56 TELFORD CT 20-03-351-005 LOT 18
64 TELFORD CT 20-03-351-006 LOT 17
72 TELFORD CT 20-03-351-007
80 TELFORD CT 20-03-351-008
88 TELFORD DR 20-03-351-009
102 TELFORD DR 20-03-351-010
116 TELFORD DR 20-03-351-011
130 TELFORD DR 20-03-351-012
144 TELFORD DR 20-03-351-013
158 TELFORD RD 20-03-351-014
129 TELFORD DR 20-03-301-058
145 TELFORD DR 20-03-301-060
159 TELFORD DR 20-03-301-083
6050 LIVERNOIS RD 20-03-301-051
6054 LIVERNOIS RD 20-03-301-087
6024 LIVERNOIS RD 20-03-301-053
6170 LIVERNOIS RD 20-04-476-018
6150 LIVERNOIS RD 20-04-476-017
6110 LIVERNOIS RD 20-04-476-020
6074 SQUARE LAKE RD. 1-STORY BRICK OFFICE BLDG.
6054 SQUARE LAKE RD. 1-STORY BRICK OFFICE BLDG.
75 E SQUARE LAKE RD. 1-STORY BRICK BLDG.
135 E SQUARE LAKE RD 20-03-301-033
145 E SQUARE LAKE RD 20-03-301-034
163 E SQUARE LAKE RD 20-03-301-084
SQUARE LAKE ROAD
(VARIABLE WIDTH – PUBLIC)
12' PRIVATE EASE FOR PUBLIC UTIL. L.206, P.24
BM #300
BM #301
BM #302
BM #303
BM #304
BM #301/ TROY BM#1642
SET CHISELED "+" IN CONC. FND 1/2"ø
FND 1"ø
FND 1/2"ø
FND 3/4"ø
FND 1"ø PIPE
SET 1/2"ø IRON W/ CAP "PEA GROUP"
SET MAG NAIL
SET CHISELED "+"
SET CHISELED "+" IN CONC.
SET CHISELED "+" IN MH
SET CHISELED "+" IN HH
SET CHISELED "+" IN CB
SET CHISELED "+" IN CONC. FND
SET CHISELED "+" IN CONC. SET
SET CHISELED "+" IN CONC. SET
SET CHISELED "+" IN CONC. SET





ZONING SKETCH

NOT TO SCALE

LEGEND

- IRON FOUND
- IRON SET
- NAIL FOUND
- NAIL & CAP SET
- BRASS PLUG SET
- MONUMENT FOUND
- MONUMENT SET
- SEC. CORNER FOUND
- R RECORDED
- M MEASURED
- C CALCULATED

EXISTING	PROPOSED	
—OH—ELEC—		ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
—UG—CATV—	CTV	UNDERGROUND CABLE TV, CATV PEDESTAL
—UG—PHONE—	T	TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
—UG—ELEC—	E	ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
	GAS	GAS MAIN, VALVE & GAS LINE MARKER
	W	WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
	S	SANITARY SEWER, CLEANOUT & MANHOLE
	S	STORM SEWER, CLEANOUT & MANHOLE
	S	COMBINED SEWER & MANHOLE
	C.B. / C.D.	SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
		POST INDICATOR VALVE
		WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
M T E		MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
?		UNIDENTIFIED STRUCTURE
x686.00		SPOT ELEVATION
670		CONTOUR LINE
	671.21 / 671	FENCE
		GUARD RAIL
		STREET LIGHT
		SIGN
CONC.	STD DUTY / HEAVY DUTY / R.O.W. ONLY	CONCRETE
ASPH.	STD DUTY / HEAVY DUTY / DEEP STRENGTH	ASPHALT
GRAVEL		GRAVEL SHOULDER
		WETLAND

SITE DATA:

LOCATION OF PROJECT:
LIVERNOIS ROAD, NORTH OF SQUARE LAKE ROAD

SIZE OF PROPERTY: 5.15 ACRES GROSS, 5.04 ACRES NET

PROPOSED USE OF PROPERTY: EIGHT (8) RANCH STYLE SINGLE FAMILY HOMES, FOURTEEN (14) 2 STORY ATTACHED SINGLE FAMILY HOMES.

CURRENT ZONING: R-1B, ONE-FAMILY RESIDENTIAL DISTRICT AND (NN) NEIGHBORHOOD NODE Q, SITE TYPE NN:B, BUILDING FORM: C

PROPOSED ZONING: CONDITIONAL RE-ZONE TO RT "ONE-FAMILY ATTACHED RESIDENTIAL DISTRICT"

SURROUNDING PROPERTY DETAILS:

DIRECTION	ZONING	USE
NORTH	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
SOUTH	NEIGHBORHOOD NODE Q	COMMERCIAL
EAST	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
WEST	NEIGHBORHOOD NODE Q	COMMERCIAL

REQUIRED AND PROVIDED LOT DIMENSIONS (RT):

	REQUIRED:	PROVIDED:
FRONT	25' SETBACK	35' SETBACK
REAR	35' SETBACK	35' SETBACK
SIDES	7.5' SETBACK	15' SETBACK
OPEN SPACE	15%	26%
LOT COVERAGE BY ALL BLDGS	30%	18%

REQUIRED AND PROVIDED LOT DIMENSIONS (R-1B):

	REQUIRED:	PROVIDED:
FRONT	40' SETBACK	44' SETBACK
REAR	45' SETBACK	45.7' SETBACK
SIDES	25' TOTAL SETBACK	25' TOTAL SETBACK
MAXIMUM HEIGHT	2 STORIES/30'	30 FEET, 2 STORY

PARKING:
REQUIRED:
2 SPACES PER DWELLING UNIT = 2 SPACES x 22 UNITS = 44 REQUIRED PARKING SPACES

PROVIDED:
25 SURFACE LOT SPACES + 36 DRIVEWAY SPACES + 22 GARAGES SPACES = 83 PARKING SPACES

PROJECT AND SITE DESCRIPTION:
PROPOSED DEVELOPMENT OF A 22-UNIT RESIDENTIAL CONDOMINIUM LOCATED ON LIVERNOIS ROAD NORTH OF SQUARE LAKE ROAD. THE SITE CONSISTS OF 18 ATTACHED UNITS AND 4 DETACHED SINGLE FAMILY UNITS, ACCOMPANYING THE DEVELOPMENT IS THE PRESERVATION OF 3 CENTENNIAL SINGLE FAMILY HOUSES. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LIVERNOIS ROAD, WITH ALL OF THE PRESERVED HOUSES HAVING DIRECT ACCESS TO LIVERNOIS, AND AN EMERGENCY VEHICLE ACCESS (EVA) WILL BE PROVIDED TO SQUARE LAKE ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE (NN) NEIGHBORHOOD NODE Q DISTRICT AND THE R-1B PORTION OF THE SITE, DUE TO THE MIXED HOUSING PRODUCTS AND MIXED ZONING A CONDITIONAL REZONE IS PROPOSED FOR THIS PROPERTY.

NATURAL RESOURCES:
THE SITE CURRENTLY HAS MODERATE TREE COVER.

FLOODPLAIN:
THE PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 26125C0532F DATED: SEPTEMBER 29, 2006 (ZONE X).

WETLAND:
PER THE 2022 SEMCOG WETLAND DATA, THE SITE CONTAINS NO WETLANDS.

ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION:
VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A PRIVATE ROAD OFF OF LIVERNOIS ROAD. THE NEW ROAD WILL HAVE A TWENTY-EIGHT (28) FOOT WIDE ACCESS AGREEMENT. AN EVA WILL BE PROVIDED TO SQUARE LAKE ROAD.

PEDESTRIAN ACCESS AND CIRCULATION:
SIDEWALKS ARE PROVIDED AT BUILDING ENTRANCES TO PARKING FIELDS. THIS WILL BE A WALK FRIENDLY DEVELOPMENT WITH CIRCULATION THROUGHOUT THE DEVELOPMENT WITH CONNECTIONS TO LIVERNOIS ROAD VIA THE EVA.

UTILITIES:
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENION SYSTEMS CONSTRUCTED TO CITY STANDARDS, AT THE EXPENSE OF THE DEVELOPER. EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

100-YEAR DETENTION IS PROPOSED WITH A RESTRICTED OUTLET DISCHARGING THROUGH CITY OF TROY STORM SEWER.

NOT FOR CONSTRUCTION

PEA GROUP
t: 844.813.2949
www.peagroup.com

NORTH

0 25 50 100
SCALE: 1" = 50'

811 Know what's below. Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS

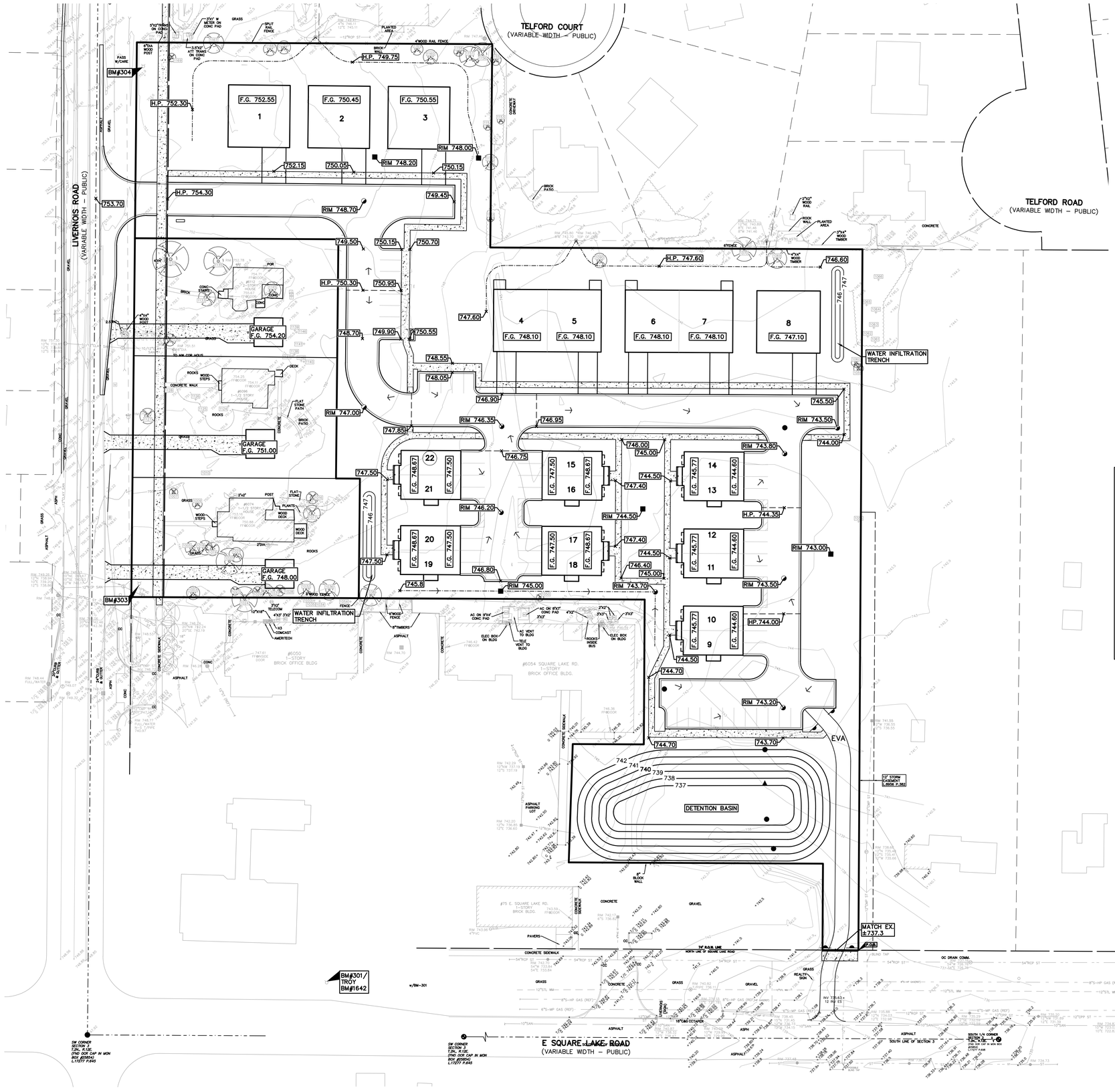
REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
PRELIMINARY SITE PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:
P-2.0



LEGEND

IRON FOUND · IRON SET · NAIL FOUND · NAIL & CAP SET · BRASS PLUG SET · MONUMENT FOUND · MONUMENT SET · SEC. CORNER FOUND · R RECORDED · M MEASURED · C CALCULATED

EXISTING	PROPOSED
OH—ELEC—	ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
UG—CATV—	UNDERGROUND CABLE TV, CATV PEDESTAL
UG—PHONE—	TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
UG—ELEC—	ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
	GAS MAIN, VALVE & GAS LINE MARKER
	WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
	SANITARY SEWER, CLEANOUT & MANHOLE
	STORM SEWER, CLEANOUT & MANHOLE
	COMBINED SEWER & MANHOLE
	SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
	POST INDICATOR VALVE
	WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
	MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
	UNIDENTIFIED STRUCTURE
	SPOT ELEVATION
	CONTOUR LINE
	FENCE
	GUARD RAIL
	STREET LIGHT
	SIGN
CONC.	CONCRETE
ASPH.	ASPHALT
GRAVEL	GRAVEL SHOULDER
	WETLAND

STD DUTY · HEAVY DUTY · R.O.W. ONLY · STD DUTY · HEAVY DUTY · DEEP STRENGTH

NORTH

0 20 40 80

SCALE: 1" = 40'

Know what's below. Call before you dig.

CAUTION!!
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SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED AREAS, GUTTER GRADE IN CURB LINES. 622.50

PROPOSED CONTOUR LINE 922

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

BENCHMARKS
(CITY OF TROY DATUM)

BM #300
SET BENCHTIE IN SOUTHEAST FACE OF POWER LIGHT POLE, NORTH SIDE OF SQUARE LAKE ROAD APPROX. 70' SOUTHEAST OF SOUTHEAST BUILDING CORNER OF JOHN'S MARKET AT EAST SIDE OF DRIVE ENTRANCE.
ELEV. – 743.36

BM #301 – CITY OF TROY BM #1642
ARROW ON A HYDRANT LOCATED ON THE NORTH SIDE OF SQUARE LAKE ROAD, APPROX. 200' EAST OF LIVERNOIS ROAD AT THE PNC BANK.
ELEV. – 750.08

BM #302
FOUND BOAT SPIKE IN SOUTH FACE OF UTILITY POLE, NORTH SIDE OF SQUARE LAKE ROAD, AT THE CENTERLINE OF 30' WIDE SITE FRONTAGE.
ELEV – 737.51

BM #303
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 75' SOUTHWEST OF #6074 LIVERNOIS.
ELEV – 750.66

BM #304
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 80' WEST OF #6170 LIVERNOIS.
ELEV – 755.18

PEA GROUP
t: 844.813.2949
www.peagroup.com

CLIENT
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3301 MIRAGE DRIVE
TROY, MI 48083

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DECEMBER 13, 2024

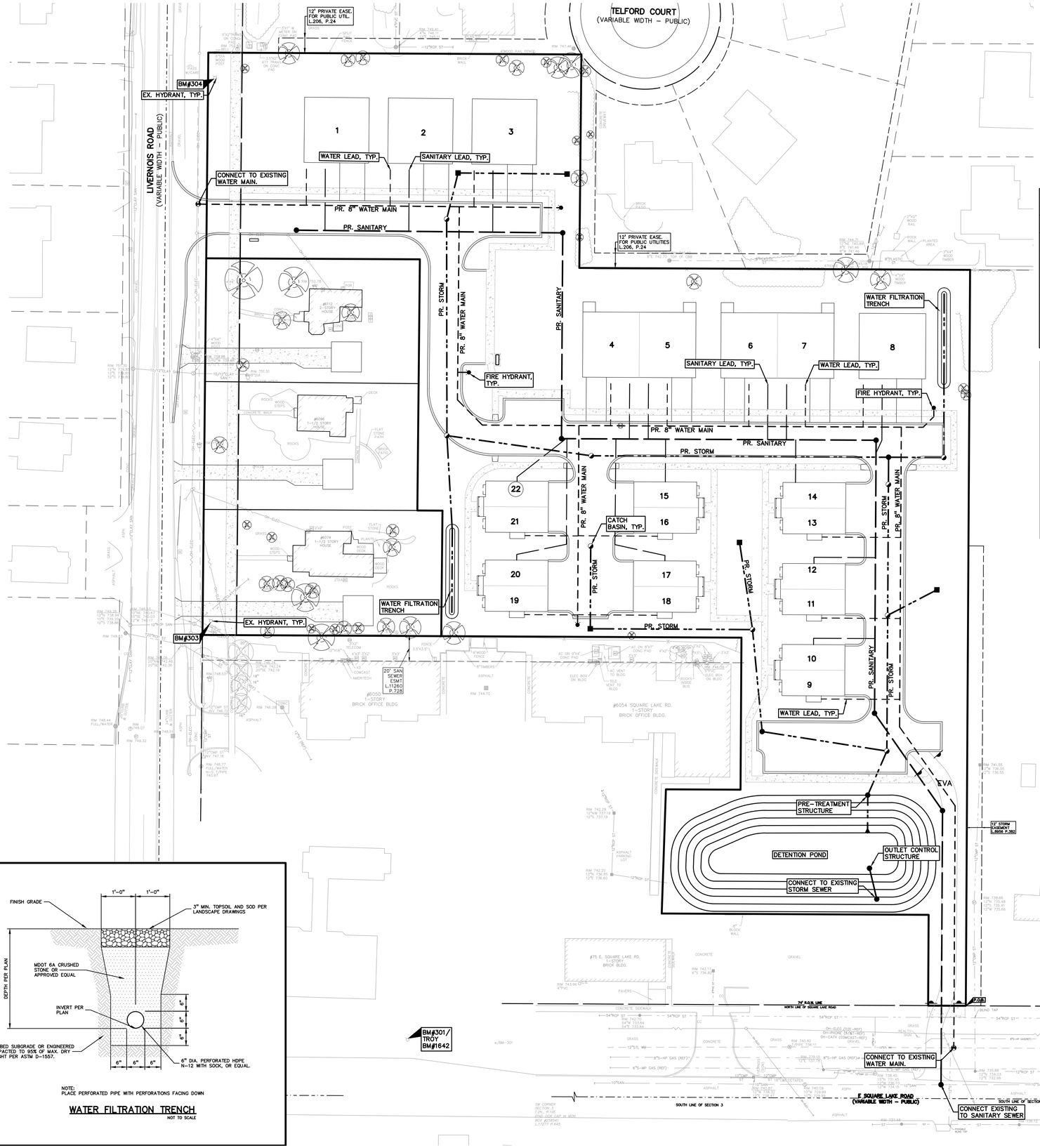
DRAWING TITLE
PRELIMINARY GRADING PLAN

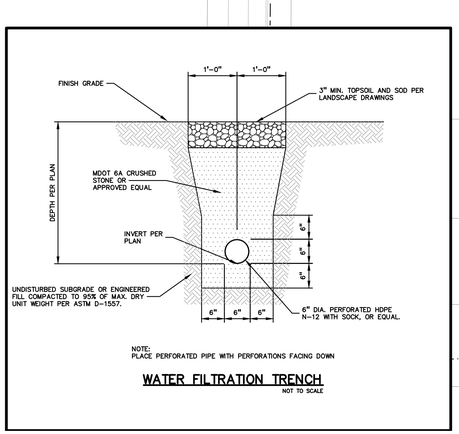
PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:
P-3.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JBT\Dwg\Site Plans\(C-3) GRADE-170309.dwg





NOTE:
PLACE PERFORATED PIPE WITH PERFORATIONS FACING DOWN

WATER FILTRATION TRENCH
NOT TO SCALE

WATER MAIN BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Units	**41.0**
REU	**41.0**
People / REU	**3.5**
	144 People
Average Flow (150 GPCPD)	**21,600 G.P.D.**
	0.033 C.F.S.
	0.022 M.G.D.
Design Max. Flow = (2*avg)	**43,200 G.P.D.**
	0.067 C.F.S.
	0.043 M.G.D.

SQUARE LAKE SANITARY SEWER BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Units	**35.0**
REU (1.0 Per Dwelling)	**35.0**
People / REU	**3.5**
Population (P)	**123 People**
Average Flow (100 GPCPD)	**12,300 G.P.D.**
	0.019 C.F.S.
P (1000s)	**0.123**
Peaking Factor (PF)	**4.22**
PF = (18+sqrt(P))/(4+sqrt(P))	
Peak Flow (G.D.P.)	**51,880 G.P.D.**
Peak Flow (C.F.S.)	**0.080 C.F.S.**
8" Pipe Capacity Provded	**0.906 C.F.S.**

LIVERNOIS SANITARY SEWER BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Existing Units	**4.0**
Number of Existing Units Removed	**2.0**
Number of Proposed Units	**6.0**
Net REU's Added (1.0 Per Dwelling)	**4.0**
People / REU	**3.5**
Population (P)	**14 People**
Average Flow (100 GPCPD)	**1,400 G.P.D.**
	0.002 C.F.S.
P (1000s)	**0.014**
Peaking Factor (PF)	**4.40**
PF = (18+sqrt(P))/(4+sqrt(P))	
Peak Flow (G.D.P.)	**6,159 G.P.D.**
Peak Flow (C.F.S.)	**0.010 C.F.S.**
8" Pipe Capacity Provded	**0.906 C.F.S.**

LEGEND

IRON FOUND · IRON SET · NAIL FOUND · NAIL & CAP SET
BRASS PLUG SET · MONUMENT FOUND · MONUMENT SET
SEC. CORNER FOUND · R RECORDED · M MEASURED · C CALCULATED

EXISTING	PROPOSED	
—OH—ELEC—		ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
—UG—CATV—		UNDERGROUND CABLE TV, CATV PEDESTAL
—UG—PHONE—		TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
—UG—ELEC—		ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
		GAS MAIN, VALVE & GAS LINE MARKER
		WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
		SANITARY SEWER, CLEANOUT & MANHOLE
		STORM SEWER, CLEANOUT & MANHOLE
		COMBINED SEWER & MANHOLE
		SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
		POST INDICATOR VALVE
		WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
		MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
		UNIDENTIFIED STRUCTURE
		SPOT ELEVATION
670	671	CONTOUR LINE
		FENCE
		GUARD RAIL
		STREET LIGHT
		SIGN
CONC.		CONCRETE
ASPH.		ASPHALT
GRAVEL		GRAVEL SHOULDER
		WETLAND

STD DUTY · HEAVY DUTY · R.O.W. ONLY
STD DUTY · HEAVY DUTY · DEEP STRENGTH

Site Drainage Data			
Select County:	**Oakland**		
Existing			
Natural Greenspace area:	0.00 acre	C =	0.35
Select NCRS Soil type:	D		
Select NCRS Soil type:	D		
Impervious Area:	0.00 acre	C =	0.95
Greenbelt Area:	5.04 acre	C =	0.35
Total Area (A):	5.04 acre		
Weighted Coefficient of Runoff (C):	0.35		
Proposed			
Natural Greenspace area:	0.00 acre	C =	0.25
Select NCRS Soil type:	C		
Improved Greenspace area:	1.10 acre	C =	0.25
Select NCRS Soil type:	C		
Wooded Area:	0.00 acre	C =	0.25
Select NCRS Soil type:	C		
Impervious Area:	3.94 acre	C =	0.95
Greenbelt Area:	1.10 acre	C =	0.25
Total Area (A):	5.04 acre		
Weighted Coefficient of Runoff (C):	0.80		
Rainfall Intensity			
Flood Control Time of Concentration, Tc =	20.00 min		

Rainfall Intensity	
Time of Concentration (T_C)	20.00 min
Since 15<Tc<60, use intensity equation	
I1 = 30.2 /[(T + 9.17)^.81]	1.97 in/hr
I10 = 50.12 / [(T + 9.17)^.81]	3.26 in/hr
I100 = 83.3/[(T + 9.17)^.81]	5.42 in/hr
CPVC: Channel Protection Volume Control Volume	
Vcpvc = (4719)CA	19,027 cf
CPRC: Channel Protection Rate Control Volume: Extended Detention	
VED= (6897)CA	27,809 cf
CPRC Allowable Outlet Rate	
Q_{VED} = V_{ED} / (48*60*60)	0.16 cfs
Water Quality Control	
Forebay Volume = (545)CA	2,197 cf
Forebay Release Rate: QVF = VF/(48*60*60)	0.013 cfs
100-Year Allowable Outlet Rate	
Since 2<A<100, Qvrr = 1.1055-0.206xln(A)	
Q_{VRR} =	0.77 cfs/ac
100-Year Peak Allowable Discharge	
Q_{100P} = Q_{VRR}(A)	3.89 cfs
100-Year Runoff Volume	
V100R = (18,985)CA	76,548 cf
100-Year Peak Inflow	
Q_{100IN} = C(I_{100})A	21.85 cfs
Storage Curve Factor (Vs/Vr)	
R = 0.206-0.15 x ln(Q100P/Q100IN)	0.465
100-Year Storage Volume	
Vs = R(V100R)	35,595 cf
No infiltration will be provided, so no CPVC deduction is taken.	
V100 = Vs	35,595 cf
V_{Reqd} must be larger or equal to V_{ED} :	
Is V_{100} >= V_{ED} ?	**Yes**
V_{Reqd} =	35,595 cf

Design Requirements	
CPVC Storage Volume: V_{CP-R} =	NA cf
CPVC Storage Outflow Rate: Q_{CP-R} =	NA cfs
CPRC Extended Detention: V_{ED} =	27,809 cf
CPRC Allowable Outlet Rate: Q_{VED} =	0.16 cfs
100-Year Storage Volume, V_{100D} =	35,595 cf
100-Year Allowable Outlet Rate: Q_{VRR} =	3.89 cfs
100 Year Peak Inflow: Q_{100IN} =	21.85 cfs

Detention Basin			
CPRC Storage Elevation:	740.09	27,809	cf
100-yr Storage Elevation:	740.68	35,595	cf
Elev. (ft)	**Area (sf)**	**Vol. (cf)**	**Total Vol. (cf)**
736.00	0	0	0
737.00	4,575	2,288	2,288
738.00	6,817	5,696	7,984
739.00	9,236	8,027	16,010
740.00	11,880	10,558	26,568
741.00	14,751	13,316	39,884

NORTH

0 20 40 80
SCALE: 1" = 40'

811 Know what's below. Call before you dig.

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www.peagroup.com

CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS	
REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

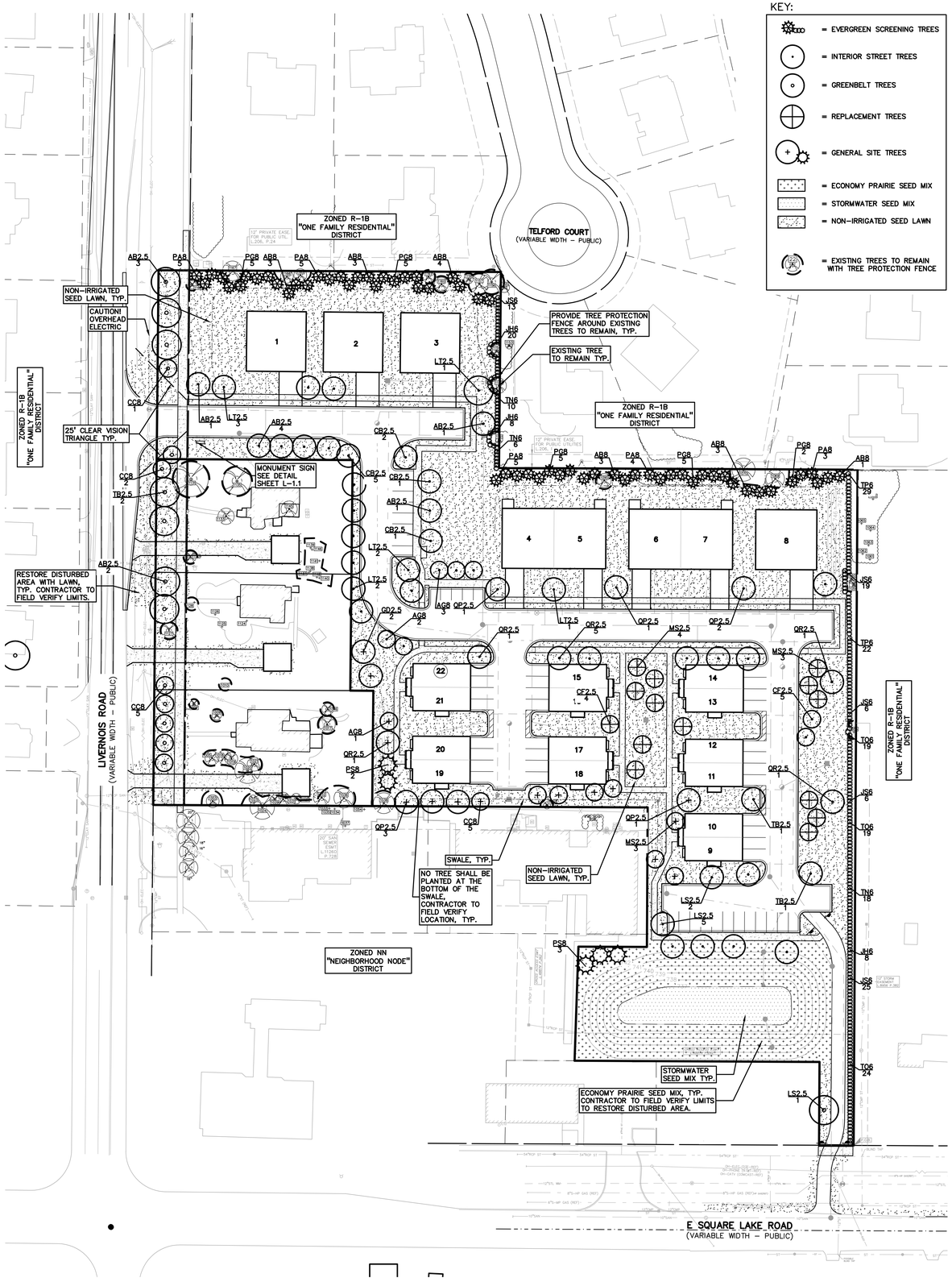
DRAWING TITLE
PRELIMINARY UTILITY PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:
P-4.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE--#8\Dwg\Site Plans\(C--4) UTIL--17009.dwg



KEY:

- = EVERGREEN SCREENING TREES
- = INTERIOR STREET TREES
- = GREENBELT TREES
- = REPLACEMENT TREES
- = GENERAL SITE TREES
- = ECONOMY PRAIRIE SEED MIX
- = STORMWATER SEED MIX
- = NON-IRRIGATED SEED LAWN
- = EXISTING TREES TO REMAIN WITH TREE PROTECTION FENCE

DECIDUOUS TREE LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
12	AB2.5	Bowhall Maple	*Acer rubrum 'Bowhall' (columnar)*	2.5" Cal.	B&B
6	AG8	Autumn Brillance Serviceberry	*Amelanchier x grandiflora 'Autumn Brillance'*	8-10' Ht.	B&B
8	CB2.5	European Hornbeam	*Carpinus betulus*	2.5" Cal.	B&B
13	CC8	Eastern Redbud	*Cercis canadensis*	8-10' Ht.	B&B
9	CF2.5	Cherokee Brave Flowering Dogwood	*Cornus florida 'Combo NO.1'*	2.5" Cal.	B&B
2	GD2.5	Kentucky Coffee Tree	*Gymnocladus dioica- male only*	2.5" Cal.	B&B
8	LS2.5	Sweetgum	*Liquidambar styraciflua*	2.5" Cal.	B&B
9	LT2.5	Tulip Tree	*Liriodendron tulipifera*	2.5" Cal.	B&B
10	MS2.5	Royal Star Magnolia	*Magnolia stellata 'Royal Star'*	2.5" Cal.	B&B
8	QP2.5	Regal Prince Oak	*Quercus robur x bicolor 'Long' (columnar)*	2.5" Cal.	B&B
9	QR2.5	Red Oak	*Quercus rubra*	2.5" Cal.	B&B
4	TB2.5	Boulevard Linden	*Tilia americana 'Boulevard (columnar)*	2.5" Cal.	B&B
98	TOTAL DEC				

EVERGREEN TREE PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
17	AB8	Balsam Fir	*Abies balsamea*	8' Ht.	B&B
22	PA8	Norway Spruce	*Picea abies*	8' Ht.	B&B
22	PG8	Black Hills Spruce	*Picea glauca 'Densata'*	8' Ht.	B&B
5	PS8	Eastern White Pine	*Pinus strobus*	8' Ht.	B&B
66	TOTAL EVERGREEN				

NARROW EVERGREEN LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
62	TO6	Techny Arborvitae	*Thuja occidentalis 'Techny'*	6' Ht.	B&B
34	TN6	Dark Green Arborvitae	*Thuja occidentalis 'Nigra'*	6' Ht.	B&B
51	TP6	Pyramidal Arborvitae	*Thuja occidentalis 'Pyramidalis'*	6' Ht.	B&B
36	JH6	Hetz Columnar Juniper	*Juniperus chinensis 'Hetzii Columnaris'*	6' Ht.	B&B
69	JS6	Blue Arrow Juniper	*Juniperus scopolorum 'Blue Arrow'*	6' Ht.	B&B
252	TOTAL NARROW EVERGREEN				

LANDSCAPE CALCULATIONS:
PROPOSED AS: RT "ONE FAMILY ATTACHED RESIDENTIAL DISTRICT"

5.03 C-1a. = GENERAL SITE LANDSCAPE:
REQUIRED: 15% OF SITE AREA SHALL BE LANDSCAPE MATERIAL
PROVIDED: 26% OF THE SITE IS LANDSCAPE MATERIAL

13.02 B. = SCREENING BETWEEN USES:
ABUTS R-1B USE SPACE TO THE NORTH AND EAST
PROVIDED: SCREEN ALT. 1 (1 NARROW EVG. / 3')
OR ALT. 2 (1 LARGE EVG. TREE / 10 LF)

NORTH PROPERTY LINE –
WESTERN SEGMENT 297 LF AND EASTERN SEGMENT 305 LF.
ALT. 2; 297 LF / 10 = 30 AND 305 LF / 10 = 31 LARGE EVG. TREES
PROVIDED: WESTERN SEGMENT: 30 8' HT LARGE EVG. TREES
EASTERN SEGMENT: 31 8' HT LARGE EVG. TREES

EAST PROPERTY LINE –
NORTHERN SEGMENT 170 LF AND SOUTHERN SEGMENT 586 LF.
ALT 1; 170 LF / 3 = 57 AND 586 LF / 3 = 195 NARROW EVG. TREES
PROVIDED: NORTHERN SEGMENT: 57, 6' HT. NARROW EVG. / 3' OC.
SOUTHERN SEGMENT: 195, 6' HT. NARROW EVG. / 3' OC.

13.02 F. INTERIOR STREET TREES:
REQUIRED: 1 TREE PER 50 LF OF INTERIOR STREETS
1281 LF / 50 = 26 TREES REQUIRED (EACH SIDE)

PROVIDED: 52 PROPOSED TREES

13.02 D2. GREENBELT:
REQUIRED: 1 TREE / 30 LF OF FRONTAGE TO PUBLIC RD.
LIVERNOIS ROAD = 463 LF FRONTAGE / 30 = 15 TREES
E. SQUARE LAKE ROAD – 30 LF FRONTAGE / 30 = 1 TREES

PROVIDED: LIVERNOIS ROAD: 15 TREES
E. SQUARE LAKE ROAD: 1 TREES

REPLACEMENT TREES:
SEE SHT. T-1.0 AND T-1.1 FOR EXISTING TREE LIST AND TREE PRESERVATION PLAN.

PROVIDED: 14 TREES AT 2.5" (14 • 2.5 = 35") PROVIDED

WOODLAND TREES			
WOODLAND TREES REMOVED:	30	(REPLACE AT 50% OF REMOVED DBH)	
329" DBH x 0.5 =		165" REPLACEMENT	
WOODLAND TREES SAVED:	44	(CREDIT OF 2X DBH)	
440 DBH x 2 =		880" CREDIT	
164.5	880	=	-715.5
0" DBH REQUIRED FOR REPLACEMENT			
LANDMARK TREES			
LANDMARK TREES REMOVED:	11	(REPLACE AT 100% OF REMOVED DBH)	
189" DBH x 1 =		189" REPLACEMENT	
LANDMARK TREES SAVED:	4	(CREDIT OF 2X DBH)	
77" DBH x 2 =		154" CREDIT	
189	154	=	35
35" DBH REQUIRED FOR REPLACEMENT			

GENERAL PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
2. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
3. ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
5. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
7. ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
8. ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
9. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
10. ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
11. NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
12. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
13. IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
14. ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
15. ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
16. SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
17. FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
18. CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.
19. TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 3901001391
REGISTERED LANDSCAPE ARCHITECT

NORTH

0 25 50 100
SCALE: 1" = 50'

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CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,
TROY, MI

REVISIONS

REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
L-1.0

NOT FOR CONSTRUCTION

\\pea-n-fs4\shared\PROJECTS\2017\2017-009 GFA SQUARE LAKE - JEB\Dwg\Site Plans\(L-1.0) LANDSCAPE-170309.dwg

NATIVE SEED MIX. BY STANTEC NATIVE PLANT NURSERY, 574-586-2412, OR EQUAL SPECIES TO BE NATIVE TO COUNTY, NO INVASIVE SPECIES ALLOWED

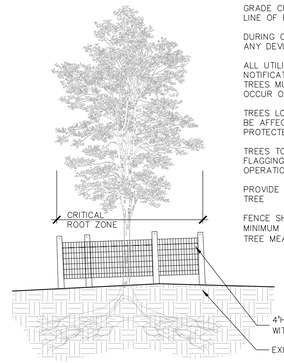
FOR ALL SEED MIXES, PROVIDE EROSION MAT ON SLOPES AND AREAS OF WASH OUT TYP. INSTALL AND PREP PER MANUFACTURES SPECIFICATIONS.

Economy Prairie Seed Mix
Stantec Native Plant Nursery 574-586-2412
stantec.com/native-plant-nursery

Botanical Name	Common Name
Permanent Grasses/Sedges/Rushes:	
Andropogon gerardii	Big Bluestem
Bouteloua curtipendula	Side Oats Grama
Carex spp.	Prairie Sedge Mix
Elymus canadensis	Canada Wild Rye
Panicum virgatum	Switch Grass
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Indian Grass
Temporary Cover:	
Avena sativa	Common Oat
Lolium multiflorum	Annual Rye
Forbs & Shrubs:	
Asclepias syriaca	Common Milkweed
Asclepias tuberosa	Butterfly Weed
Chamaecrista fasciculata	Partridge Pea
Coreopsis lanceolata	Sand Coreopsis
Echinacea purpurea	Broad-leaved Purple Coneflower
Heliopsis helianthoides	False Sunflower
Lupinus perennis	Wild Lupine
Monarda fistulosa	Wild Bergamot
Penstemon digitalis	Foxglove Beard Tongue
Pycnanthemum virginianum	Common Mountain Mint
Ratibida pinnata	Yellow Coneflower
Rudbeckia hirta	Black-Eyed Susan
Solidago speciosa	Showy Goldenrod
Symphyotrichum laeve	Smooth Blue Aster
Symphyotrichum novae-angliae	New England Aster

Stormwater Seed Mix
Stantec Native Plant Nursery 574-586-2412
stantec.com/native-plant-nursery

Botanical Name	Common Name
Permanent Grasses/Sedges/Rushes:	
Bolboschoenus fluviatilis	River Bulrush
Carex cristatella	Crested Oval Sedge
Carex lurida	Bottlebrush Sedge
Carex vulpinoidea	Brown Fox Sedge
Elymus virginicus	Virginia Wild Rye
Glyceria striata	Fowl Manna Grass
Juncus effusus	Common Rush
Leersia oryzoides	Rice Cut Grass
Panicum virgatum	Switch Grass
Schoenoplectus tabernaemontani	Softstem Bulrush
Scirpus atrovirens	Dark Green Rush
Scirpus cyperinus	Wool Grass
Temporary Cover:	
Avena sativa	Common Oat
Lolium multiflorum	Annual Rye
Forbs & Shrubs:	
Alisma spp.	Water Plantain (Various Mix)
Asclepias incamata	Swamp Milkweed
Bidens spp.	Bidens (Various Mix)
Helenium autumnale	Sneezeweed
Iris virginica	Blue Flag
Lycopus americanus	Common Water Horehound
Mimulus ringens	Monkey Flower
Oligoneuron riddellii	Riddell's Goldenrod
Penthorum sedoides	Ditch Stonecrop
Polygonum spp.	Pinkweed (Various Mix)
Rudbeckia subtomentosa	Sweet Black-Eyed Susan
Rudbeckia triloba	Brown-Eyed Susan
Sagittaria latifolia	Common Arrowhead
Senna hebecarpa	Wild Senna
Symphyotrichum novae-angliae	New England Aster
Thalictrum dasycarpum	Purple Meadow Rue



TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

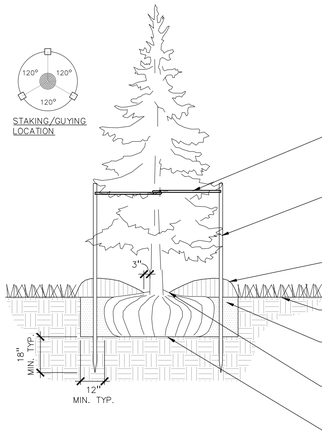
TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED

TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF TREE

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND

3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

STAKE JUST BELOW BRANCHES WITH 2"–3" WIDE NYLON OR PLASTIC STRAPS. CONNECT FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

THREE 2"X2" HARDWOOD STAKES OR STEEL T–POSTS DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIPLINE, 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

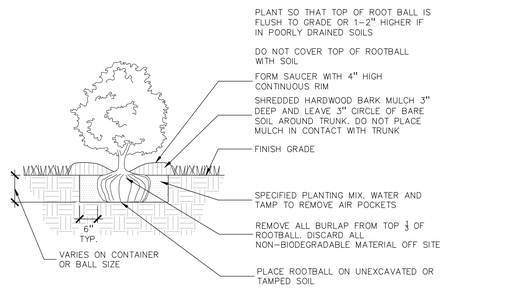
FINISH GRADE

SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP ⅓ OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

2 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

DO NOT COVER TOP OF ROOTBALL WITH SOIL

FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

SHREDDED HARDWOOD BARK MULCH 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TRUNK

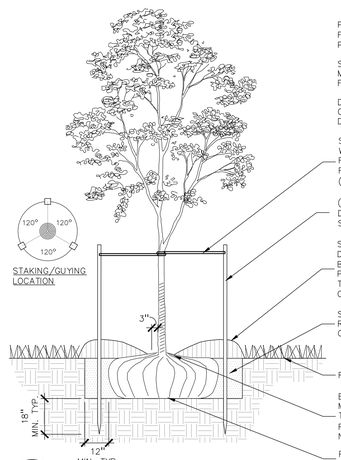
FINISH GRADE

SPECIFIED PLANTING MIX, WATER AND TAMP TO REMOVE AIR POCKETS

REMOVE ALL BURLAP FROM TOP ⅓ OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

4 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

SECURE TREE WRAP WITH BIODEGRADABLE MATERIAL AT TOP & BOTTOM, REMOVE AFTER FIRST WINTER

DO NOT PRUNE TERMINAL LEADER PRUNE ONLY DEAD, BROKEN BRANCHES AS DIRECTED BY LANDSCAPE ARCHITECT

STAKE JUST BELOW BRANCHES WITH 2"–3" WIDE NYLON OR PLASTIC STRAPS. CONNECT FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

(3) THREE 2"X2" HARDWOOD STAKES DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIPLINE, 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

FINISH GRADE

EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP ⅓ OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"

NOT FOR CONSTRUCTION

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 4102
REGISTERED LANDSCAPE ARCHITECT

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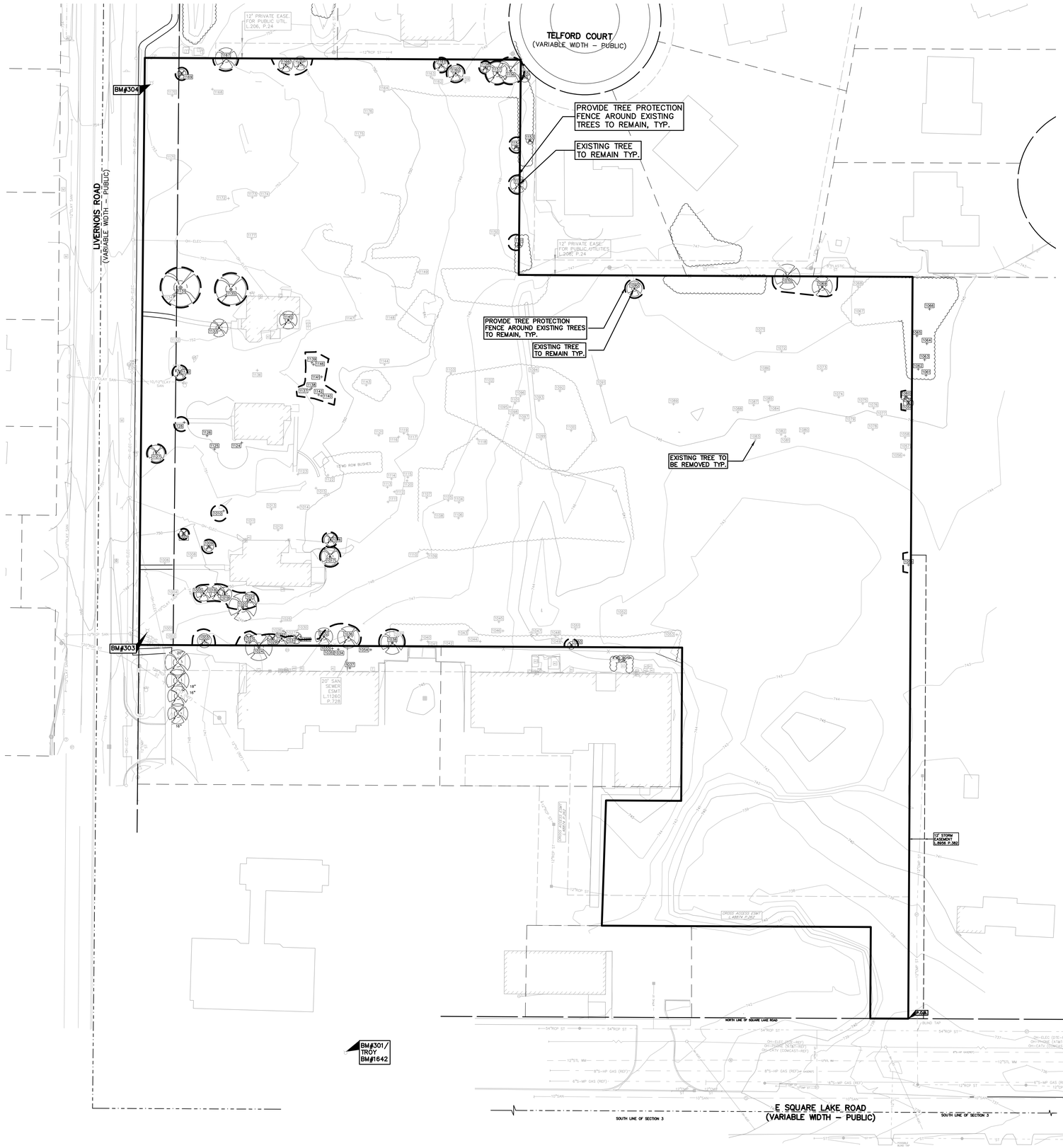
ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
LANDSCAPE DETAILS

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
L-1.1

\\peo-n-fs01\shared\PROJECTS\2017\2017-009 GFA SQUARE LAKE - PR\Dwg\Site Plans\(L-1.1) LANDSCAPE DETAILS-170309.dwg



KEY

27.82	= EXISTING TREE/ TAG TO REMAIN
27.82	= EXISTING TREE / TAG TO BE REMOVED
	= TREE PROTECTION FENCE

WOODLAND TREES			
WOODLAND TREES REMOVED:	**30**	(REPLACE AT 50% OF REMOVED DBH)	
329" DBH x 0.5 =		**165"**	REPLACEMENT
WOODLAND TREES SAVED:	44	**(CREDIT OF 2X DBH)**	
440 DBH x 2 =		**880"**	CREDIT
164.5 -	880	**=**	-715.5
0 " DBH REQUIRED FOR REPLACEMENT			

LANDMARK TREES			
LANDMARK TREES REMOVED:	11	**(REPLACE AT 100% OF REMOVED DBH)**	
189" DBH x 1 =		**189"**	REPLACEMENT
LANDMARK TREES SAVED:	4	**(CREDIT OF 2X DBH)**	
77" DBH x 2 =		**154"**	CREDIT
189 -	154	**=**	35
35" DBH REQUIRED FOR REPLACEMENT			

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 47001
REGISTERED LANDSCAPE ARCHITECT

NORTH

0 20 40 80
SCALE: 1" = 40'

811 Know what's below. Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR PRESERVATION OF ALL UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,
TROY, MI

REVISIONS

REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
TREE PRESERVATION PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
T-1.0

NOT FOR CONSTRUCTION

\\pea-fs-file\shared\PROJECTS\2017\2017-009 EFA SQUARE LAKE - #9\Dwg\Site Plans\(T-1.0) TREE PRESERVATION - 17009.dwg

TAG	CODE	DBH	COMMON NAME	LATIN NAME	CONDITION	NOTE	CLASS	SAVE / REMOVE	ON-SITE
1	E	6	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
2	E	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y
3	CT	11	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
4	BW	13	Black Walnut	Juglans nigra	Very Poor		WOODLAND	S	Y
5	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
6	BX	8	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
7	B	9	Basswood	Tilia americana	Fair		WOODLAND	S	Y
8	BX	6	Box elder	Acer negundo	Poor		INVASIVE	S	Y
9	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
10	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
11	B	6	Basswood	Tilia americana	Poor		WOODLAND	S	Y
12	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
13	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
14	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
15	E	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y
16	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
17	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
18	CT	8	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
19	NM	11	Norway Maple	Acer platanoides	Fair		INVASIVE	S	Y
20	E	12	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
21	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
22	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
23	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
24	CT	11	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y
25	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
26	CT	8	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
27	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
28	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y
29	E	13	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
30	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
31	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
32	NM	15	Norway Maple	Acer platanoides	Very Poor		INVASIVE	S	Y
33	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
34	B	10	Basswood	Tilia americana	Poor		WOODLAND	S	Y
35	B	11	Basswood	Tilia americana	Poor		WOODLAND	S	Y
36	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
37	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
38	BC	7	Wild Black Cherry	Prunus serotina	Fair		WOODLAND	S	Y
39	E	6	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
40	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
41	B	9	Basswood	Tilia americana	Fair		WOODLAND	S	Y
42	B	8	Basswood	Tilia americana	Poor		WOODLAND	S	Y
43	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
44	B	6	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
45	BC	10	Wild Black Cherry	Prunus serotina	Good		WOODLAND	S	Y
46	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
47	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
48	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
49	B	11	Basswood	Tilia americana	Poor		WOODLAND	S	Y
50	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
51	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
52	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
53A	GA	7	Green Ash	Fraxinus pennsylvanica	Very Poor		INVASIVE	S	Y
53B	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
54	E	7	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
55	BW	8	Black Walnut	Juglans nigra	Fair		WOODLAND	S	Y
56	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
57	E	10	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
58	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
59	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
60	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
61	CT	11	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
62	NM	12	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
63	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
64	CT	21	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y
65	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
66	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
67	CT	12	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
68	NM	7	Norway Maple	Acer platanoides	Poor		INVASIVE	S	Y
69	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
70	BX	9	Box elder	Acer negundo	Poor		INVASIVE	S	Y
71	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
72	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
73	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
74	B	13	Basswood	Tilia americana	Fair		WOODLAND	S	Y
75	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
76	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
77	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
78	BX	9	Box elder	Acer negundo	Fair		INVASIVE	S	Y
79	CT	~~14~~	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
80	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
81	CT	12	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
82	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
83	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
84	CT	12	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
85	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
86	PW	~~14~~	White Poplar	Populus alba	Good		INVASIVE	S	Y
87	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
88	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
89	BX	11	Box elder	Acer negundo	Poor		INVASIVE	S	Y
90	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y
91	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
92	BX	11	Box elder	Acer negundo	Poor		INVASIVE	S	Y
93	BX	13	Box elder	Acer negundo	Poor		INVASIVE	S	Y
94	B	~~14~~	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
95	BX	~~16~~	Box elder	Acer negundo	Poor		INVASIVE	S	Y
96A	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
96B	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
97	BX	10	Box elder	Acer negundo	Poor		INVASIVE	S	Y
98	BX	11	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
99	CT	11	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
100	RO	8	Red Oak	Quercus rubra	Poor		WOODLAND	S	Y
101	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
102	BX	12	Box elder	Acer negundo	Poor		INVASIVE	S	Y
103	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
~~104~~	~~WC~~	~~6~~	~~White Cedar~~	~~Thuja occidentalis~~	Very Poor		INVASIVE	S	Y
~~105~~	~~BX~~	9	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
~~106~~	~~BX~~	~~12~~	Box elder	Acer negundo	Poor		INVASIVE	S	Y
~~107~~	~~BX~~	~~17~~	Box elder	Acer negundo	Poor		INVASIVE	S	Y
~~108~~	~~BX~~	9	Box elder	Acer negundo	Poor		INVASIVE	S	Y
109	B	~~12~~	Basswood	Tilia americana	Fair		WOODLAND	S	Y
110	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
111	B	~~12~~	Basswood	Tilia americana	Fair		WOODLAND	S	Y
112	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
113	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
~~114~~	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
115	~~BX~~	7	Box elder	Acer negundo	Fair		INVASIVE	S	N
116	~~BX~~	8	Box elder	Acer negundo	Fair		INVASIVE	S	N
117	PW	6	White Poplar	Populus alba	Good		INVASIVE	S	N
~~1001~~	~~BS~~	~~10~~	~~Blue Spruce~~	~~Picea pungens~~	Poor		WOODLAND	R	~~Y~~
~~1002~~	~~AU~~	~~15~~	~~Austrian Pine~~	~~Pinus nigra~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
1003	SC	11	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
~~1004~~	~~B~~	~~23~~	~~Basswood~~	~~Tilia americana~~	~~Good~~		~~LANDMARK~~	R	~~Y~~
1005	SM	12	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
~~1006~~	~~NS~~	~~14~~	~~Norway Spruce~~	~~Picea Abies~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
1007	WS	7	White Spruce	Picea glauca	Poor		WOODLAND	S	Y
~~1008~~	~~NM~~	~~27~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1009	WS	14	White Spruce	Picea glauca	Fair		WOODLAND	S	Y
1010	TH	7	Thornapple/Hawthorne	Cragaegus spp.	Poor		WOODLAND	S	Y
~~1011~~	~~TH~~	~~11~~	~~Thornapple/Hawthorne~~	~~Cragaegus spp.~~	~~Poor~~		~~WOODLAND~~	R	~~Y~~
~~1012~~	SU	~~17~~	~~Sugar Maple~~	~~Acer saccharum~~	~~Fair~~		~~LANDMARK~~	R	~~Y~~
~~1013~~	~~NM~~	~~10~~	~~Norway Maple~~	~~Acer platanoides~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1014~~	~~NM~~	~~13~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1015~~	~~NM~~	~~11~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1016	WS	10	White Spruce	Picea glauca	Poor		WOODLAND	S	Y
1017	SU	14	Sugar Maple	Acer saccharum	Very Poor	dead	WOODLAND	S	Y
1018	SC	12	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
1019	NM	11	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1020	SM	22	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
1021	SC	20	Scotch Pine	Pinus sylvestris	Good		LANDMARK	S	Y
1022	NM	12	Norway Maple	Acer platanoides	Fair		INVASIVE	S	Y
1023	SC	7	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
1024	NM	21	Norway Maple	Acer platanoides	Good		INVASIVE	S	N
~~1025~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1026~~	NM	8	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1027~~	~~NM~~	~~10~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1028	NM	10	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1029	NM	8	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
~~1030~~	~~NM~~	9	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1031	NM	9	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1032	BX	~~14~~	Box elder	Acer negundo	Fair		INVASIVE	S	Y
1033	BX	11	Box elder	Acer negundo	Fair		INVASIVE	S	N
1034	AU	~~16~~	Austrian Pine	Pinus nigra	Fair		WOODLAND	S	N
1035	NM	6	Norway Maple	Acer platanoides	Good		INVASIVE	S	N
1036	AU	17	Austrian Pine	Pinus nigra	Very Poor	dead	WOODLAND	S	Y
1037	NM	12	Norway Maple	Acer platanoides	Fair		INVASIVE	S	N
1038	BX	18	Box elder	Acer negundo	Fair		INVASIVE	S	Y
~~1039~~	~~WC~~	~~6~~	~~White Cedar~~	~~Thuja occidentalis~~	~~Good~~		~~WOODLAND~~	R	~~Y~~
~~1040~~	~~WC~~	~~6~~	~~White Cedar~~	~~Thuja occidentalis~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1041~~	~~BX~~	~~10~~	~~Box elder~~	~~Acer negundo~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1042~~	~~NM~~	~~12~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1043~~	~~SM~~	~~12~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1044~~	~~SC~~	~~11~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Very Poor~~	~~dead~~	~~WOODLAND~~	R	~~Y~~
~~1045~~	~~SM~~	~~43~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1046~~	~~NM~~	8	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1047~~	~~SM~~	~~16~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1048~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Poor~~		~~WOODLAND~~	R	~~Y~~
~~1049~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Poor~~		~~WOODLAND~~	R	~~Y~~
1050	SM	6	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
~~1051~~	~~SM~~	~~22~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1052~~	~~NM~~	8	~~Norway Maple~~	~~Acer platanoides~~	~~Very Poor~~		~~INVASIVE~~	R	~~Y~~
~~1053~~	~~SM~~	~~30~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Poor~~		~~INVASIVE~~	R	~~Y~~
1054	SU	7	Sugar Maple	Acer saccharum	Good		WOODLAND	S	N
1055	TH	7	Thornapple/Hawthorne	Cragaegus spp.	Very Poor	x2 dead	WOODLAND	S	Y
~~1056~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1057~~	~~SC~~	~~12~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1058~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
1059	BX	8	Box elder	Acer negundo	Fair		INVASIVE	S	Y
1060	BX	8	Box elder	Acer negundo	Fair	x2	INVASIVE	S	Y
1061	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	S	N
1062	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1063	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1064	NS	7	Norway Spruce	Picea Abies	Good		WOODLAND	S	N
1065	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1066	SC	17	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	N
~~1067~~	~~CT~~	~~25~~	~~Cottonwood~~	~~Populus deltoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1068~~	~~WP~~	~~21~~	~~(Eastern) White Pine~~	~~Pinus strobus~~	~~Fair~~		~~LANDMARK~~	R	~~Y~~
1069	BW	16	Black Walnut	Juglans nigra	Good		WOODLAND	S	Y
1070	AU	20	Austrian Pine	Pinus nigra	Good		LANDMARK	S	Y
~~1071~~	~~MH~~	~~16~~	~~Bitternut Hickory~~	~~Carya cordiformis~~	~~Good~~	~~bitternut hickory~~	~~LANDMARK~~	R	~~Y~~
~~1072~~	~~SH~~	~~16~~	~~Shagbark Hickory~~	~~Carya ovata~~	~~Good~~	~~hickory~~	~~LANDMARK~~	R	~~Y~~
~~1073~~	~~SH~~	8	~~Shagbark Hickory~~	~~Carya ovata~~	~~Very Poor~~	~~hickory~~	~~WOODLAND~~	R	~~Y~~
~~1074~~	~~SC~~	~~12~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1075~~	~~SC~~	~~10~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1076~~	~~SC~~	~~10~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1077~~	~~SC~~	9	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1078~~	~~SC~~	9	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1079~~	~~SC~~	8	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1080~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1081~~	~~SC~~	8	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1082~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1083~~	~~SC~~	~~16~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~	~~x1~~	~~WOODLAND~~	R	~~Y~~
~~1084~~	~~SM~~	~~10~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1085~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1086~~	~~BT~~	9	~~Butternut~~	~~Juglans cinerea~~	~~Good~~		~~LANDMARK~~	R	~~Y~~
~~1087~~	~~SM~~	~~10~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1088~~	~~SM~~	~~16~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1089~~	~~BX~~	~~12~~	~~Box elder~~	~~Acer negundo~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
1090	BS	12	Blue Spruce	Picea pungens	Good		WOODLAND	S	Y
~~1091~~	~~SM~~	~~12~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1093~~	~~NM~~	8	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1094~~	C	~~7~~	~~Catalpa~~	~~Catalpa speciosa~~	Good		~~INVASIVE~~	R	~~Y~~
~~1095~~	~~BX~~	9	~~Box elder~~	~~Acer negundo~~	Fair	x1	~~INVASIVE~~	R	~~Y~~
~~1096~~	~~NM~~	9	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1097~~	~~BX~~	9	~~Box elder~~	~~Acer negundo~~	~~Poor~~	x1	~~INVASIVE~~	R	~~Y~~
~~1098~~	~~BX~~	~~12~~	~~Box elder~~	~~Acer negundo~~	~~Poor~~		~~INVASIVE~~	R	~~Y~~
~~1099~~	~~NM~~	~~7~~	~~Norway Maple~~	~~Acer platanoides~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1100~~	~~NM~~	~~7~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1101~~	~~BX~~	~~10~~	~~Box elder~~	~~Acer negundo~~	~~Poor~~		~~INVASIVE~~	R	~~Y~~
~~1102~~	~~BS~~	~~7~~	~~Blue Spruce~~	~~Picea pungens~~	~~Good~~		~~WOODLAND~~	R	~~Y~~
~~1103~~	~~TH~~	9	~~Thornapple/Hawthorne~~	~~Cragaegus spp.~~	~~Poor~~	x2	~~WOODLAND~~	R	~~Y~~
~~1104~~	~~NM~~	~~13~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1105~~	~~NM~~	~~15~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
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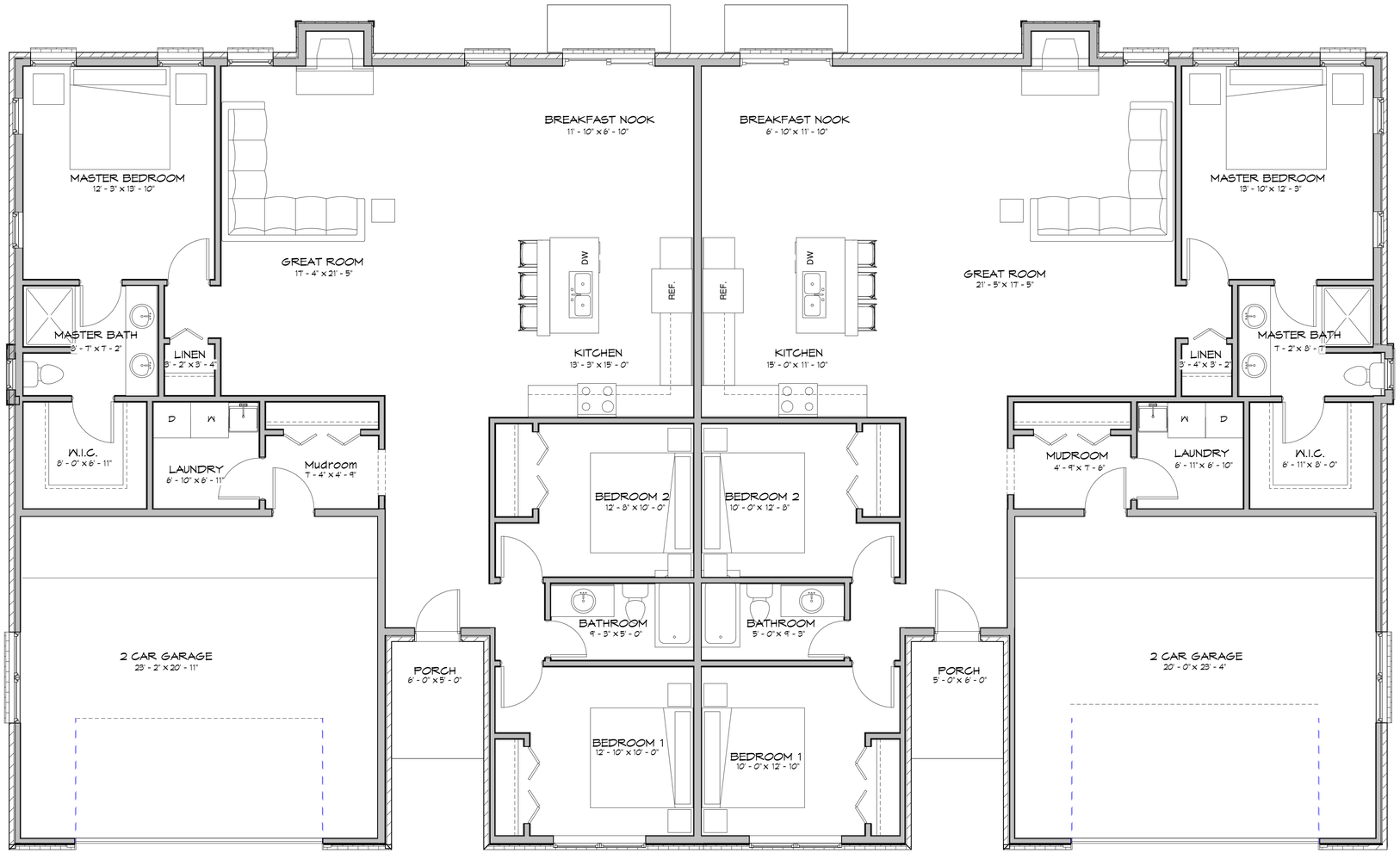
~~1112~~	~~NM~~	~~14~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1113~~	~~NM~~	~~12~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~	x1	~~INVASIVE~~	R	~~Y~~
~~1114~~	~~NM~~	~~12~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1115~~	~~BX~~	9	~~Box elder~~	~~Acer negundo~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
~~1116~~	~~NM~~	~~10~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
~~1117~~	~~NM~~	9	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~	x1	~~INVASIVE~~	R	~~Y~~
~~1118~~	~~BW~~	8	~~Black Walnut~~	~~Juglans nigra~~	~~Good~~	~~o/s 10 ft E~~	~~WOODLAND~~	R	~~Y~~
~~1119~~	~~BT~~	~~20~~	~~Butternut~~	~~Juglans cinerea~~	~~Fair~~		~~LANDMARK~~	R	~~Y~~
~~1120~~	E	~~15~~	~~American Elm~~	~~Ulmus americana~~	Good		~~INVASIVE~~	R	~~Y~~
~~1121~~	~~SC~~	~~20~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~LANDMARK~~	R	~~Y~~
~~1122~~	E	~~11~~	~~American Elm~~	~~Ulmus americana~~	~~Good~~	x1	~~INVASIVE~~	R	~~Y~~
~~1123~~	~~NM~~	~~24~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1124	BS	8	Blue Spruce	Picea pungens	Good		WOODLAND	S	Y
1125	NM	24	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1126	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1127	MW	13	White Mulberry	Morus alba	Fair		INVASIVE	S	Y
1128	NM	20	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
~~1129~~	~~WO~~	~~14~~	~~White Oak~~	~~Quercus alba~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
1130	WP	10	(Eastern) White Pine	Pinus strobus	Good		WOODLAND	S	Y
1131	SM	31	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y
~~1132~~	~~WP~~	~~15~~	~~(Eastern) White Pine~~	~~Pinus strobus~~	~~Good~~		~~WOODLAND~~	R	~~Y~~
1133	WS	14	White Spruce	Picea glauca	Fair		WOODLAND	S	Y
~~1134~~	~~NM~~	~~12~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	R	~~Y~~
1135	WS	24	White Spruce	Picea glauca	Poor		LANDMARK	S	Y
~~1136~~	~~MW~~	~~7~~	~~White Mulberry~~	~~Morus alba~~	~~Fair~~		~~INVASIVE~~	R	~~Y~~
1137	NM	12	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1138	NM	7	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1139	NM	11	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1140	E	17	American Elm	Ulmus americana	Good	x1	INVASIVE	S	Y
1141	E	15	American Elm	Ulmus americana	Good		INVASIVE	S	Y
1142	SM	14	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y
~~1143~~	~~SC~~	6	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	R	~~Y~~
~~1144~~	~~SC~~	~~20~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~LANDMARK~~	R	~~Y~~
1145	BS	14	Blue Spruce	Picea pungens	Fair		WOODLAND	S	Y
1146	OB	11	Ohio Buckeye	Aesculus glabra	Good		WOODLAND	S	Y
~~1147~~	~~SM~~	~~39~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Fair~~	~~trunk damage~~	~~INVASIVE~~	R	~~Y~~
~~1148~~	~~TP~~	~~11~~	~~Tulip Popl



FIRST FLOOR PLAN

Scale: 1/4" = 1'-0"

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Client:

GFA Development - Ranch Duplex

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	06-16-23
Owner's Review	11-09-2023
SPA Approval	04-29-2024

Sheet Number:

A100

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ANDREW J. MOISEEV
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No. 1301031108
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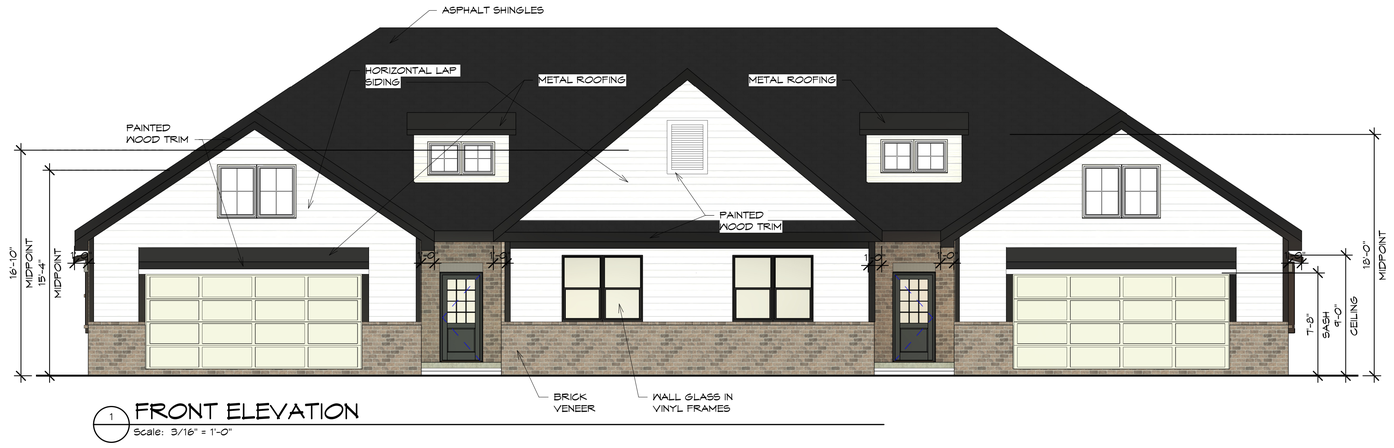
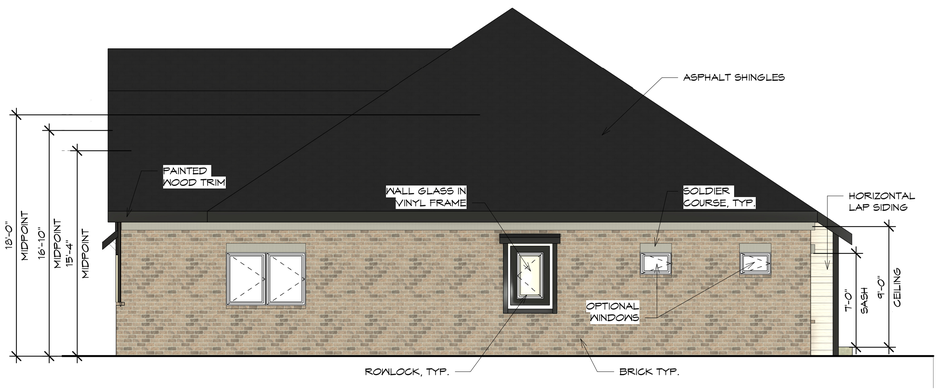


1 FRONT ELEVATION
Scale: 3/16" = 1'-0"

2 REAR ELEVATION
Scale: 3/16" = 1'-0"

3 LEFT ELEVATION
Scale: 3/16" = 1'-0"



4 RIGHT ELEVATION
Scale: 3/16" = 1'-0"

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Client:
GFA Development - Ranch Duplex

Project Title:
VILLAGE OF HASTINGS

Troy, MI

Sheet Title:
ELEVATIONS - Option A

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date:06-16-2023

Issued:

Review	08-04-16
Owner's Review	06-16-23
Owner's Review	11-09-2023

Sheet Number:
A200

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Client:

GFA
Development -
Ranch Duplex

Project Title:

VILLAGE OF
HASTINGS

Troy, MI

Sheet Title:

3D VIEWS

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	08-16-23
Owner's Review	11-09-2023

Sheet Number:

A300

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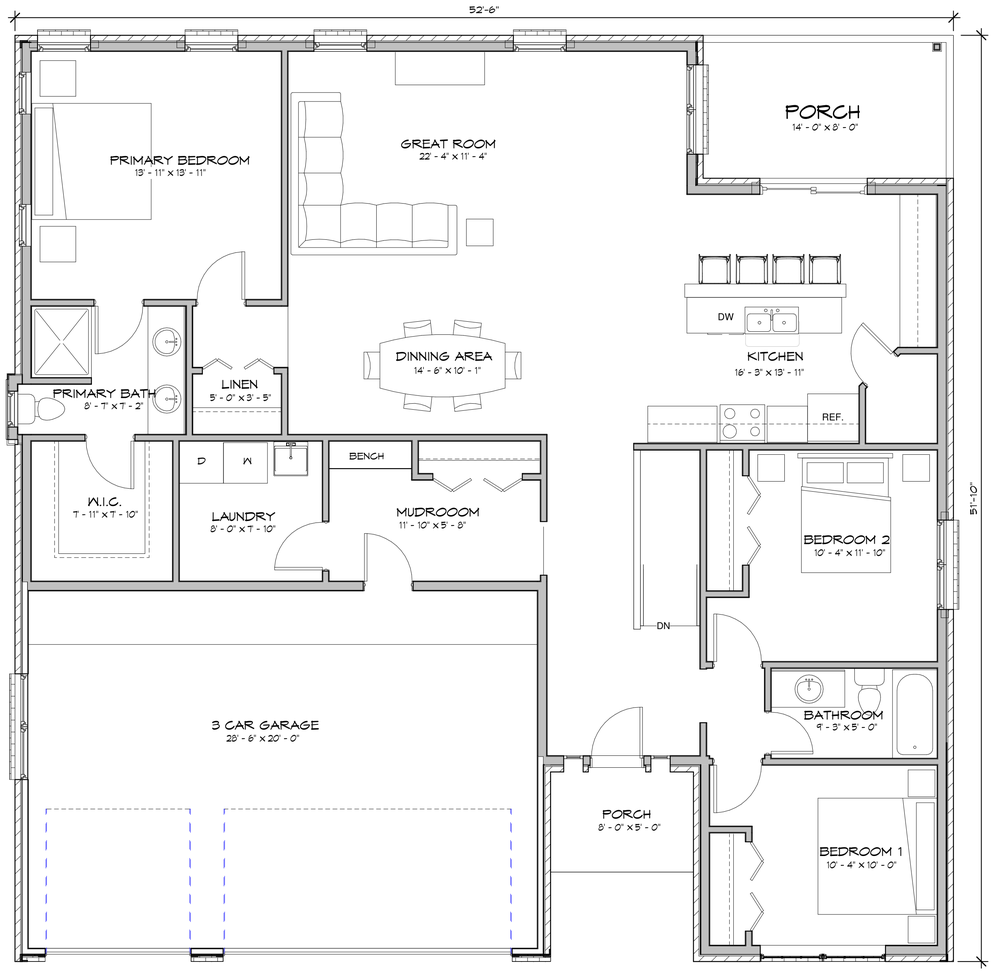

FIRST FLOOR PLAN

Scale: 1/4" = 1'-0"

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Client:

GFA Development - 3 Car Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	06-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

Sheet Number:

A100

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ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
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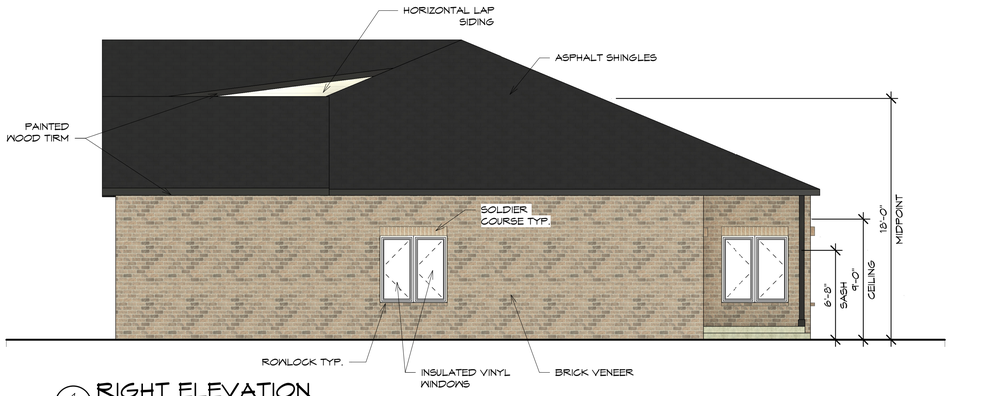
1 FRONT ELEVATION
Scale: 3/16" = 1'-0"



4 RIGHT ELEVATION
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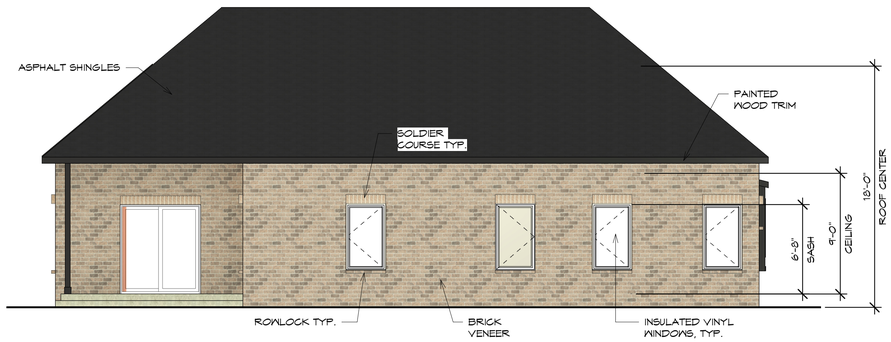

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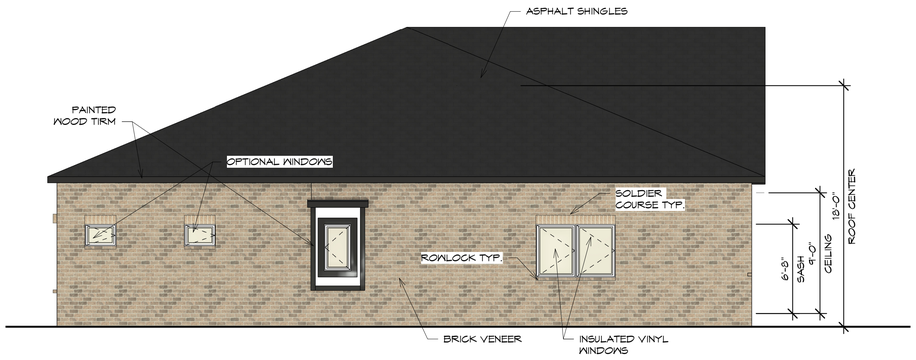

3 LEFT ELEVATION
Scale: 3/16" = 1'-0"

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Client:
GFA Development - 3 Car Ranch Unit

Project Title:
VILLAGE OF HASTINGS

Troy, MI

Sheet Title:
ELEVATIONS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Review	08-04-16
Owner's Review	06-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

Sheet Number:
A200

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ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
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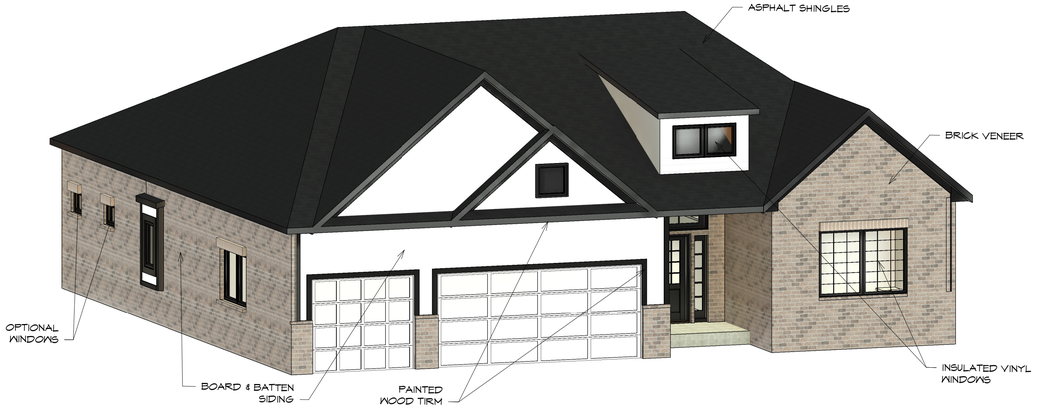

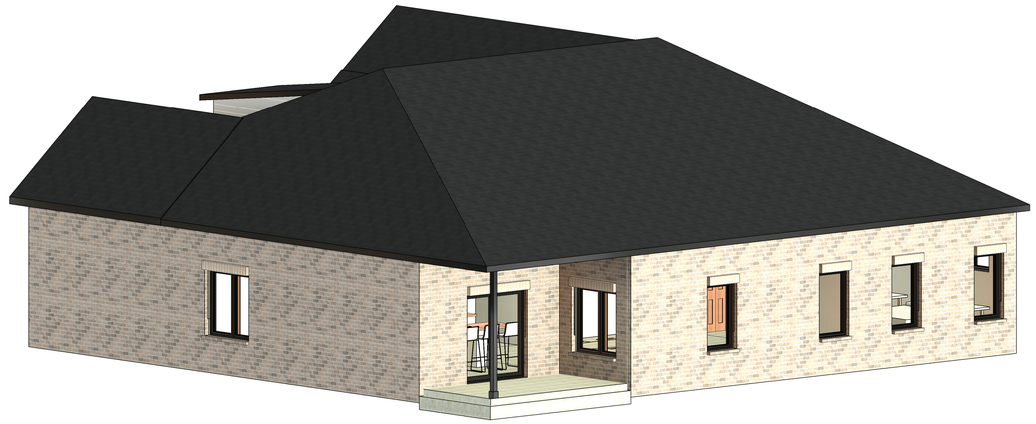

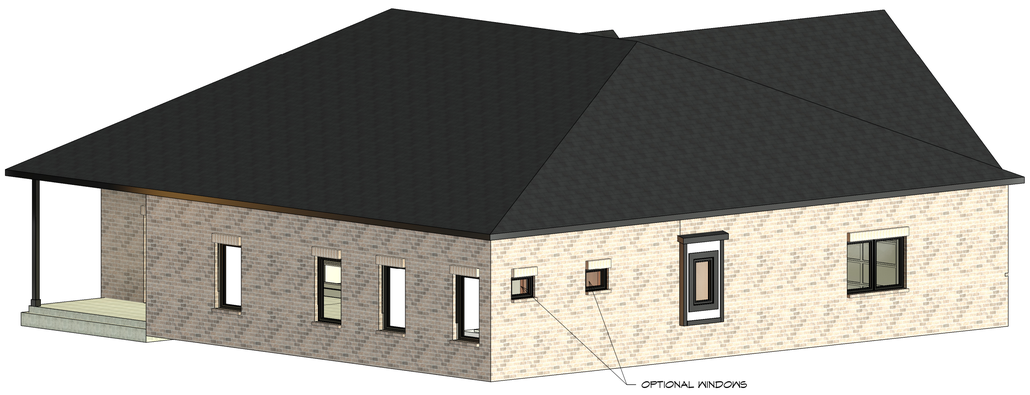

RANCH UNIT - 3 CAR GARAGE

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Client:

GFA Development - 3 Car Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

3D VIEWS

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	06-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

Sheet Number:

A300

STATE OF MICHIGAN
ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
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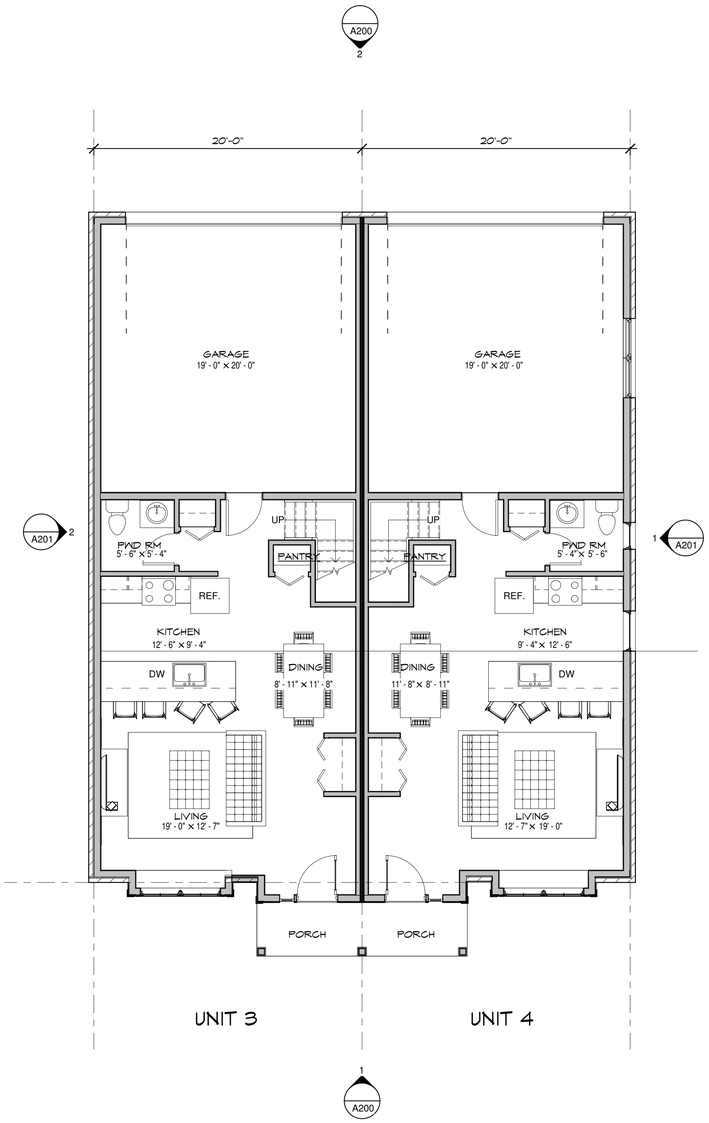

First Floor

Scale: 3/16" = 1'-0"

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Client:

2 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLANS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:

A101

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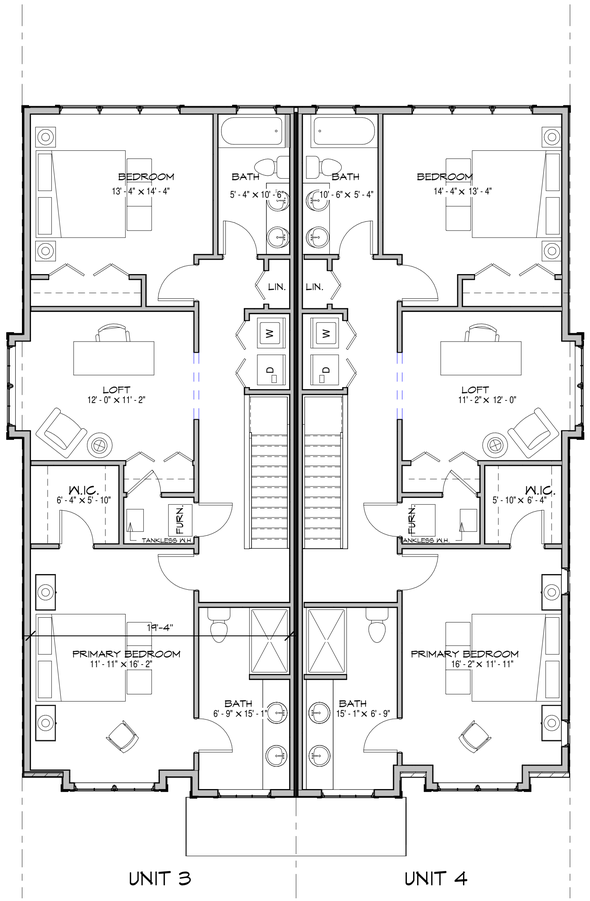

Second Floor

Scale: 3/16" = 1'-0"

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Client:

2 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title:

STANDARD SECOND FLOOR UNIT PLANS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:

A102

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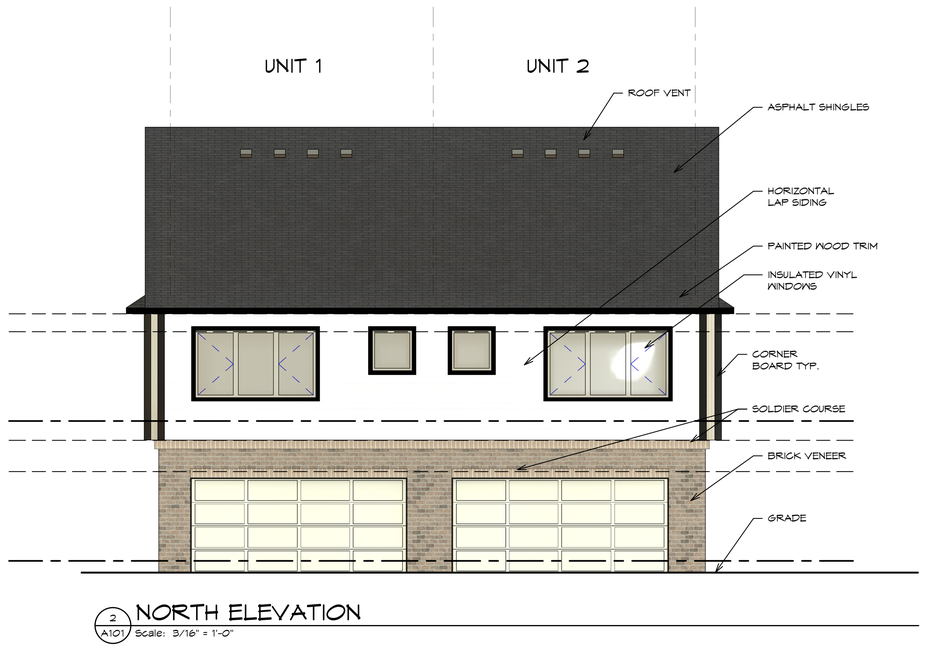
1 A101 SOUTH ELEVATION
Scale: 3/16" = 1'-0"



2 A101 NORTH ELEVATION
Scale: 3/16" = 1'-0"

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Client:
2 UNIT TOWNHOUSE

Troy, MI

Project Title:
The Village of Hastings

Sheet Title:
STANDARD NORTH & SOUTH ELEVATION

Project Number: 22312
Drawn By: AJM, JH
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

Review	08-04-16
Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:
A200

PRELIMINARY NOT FOR CONSTRUCTION

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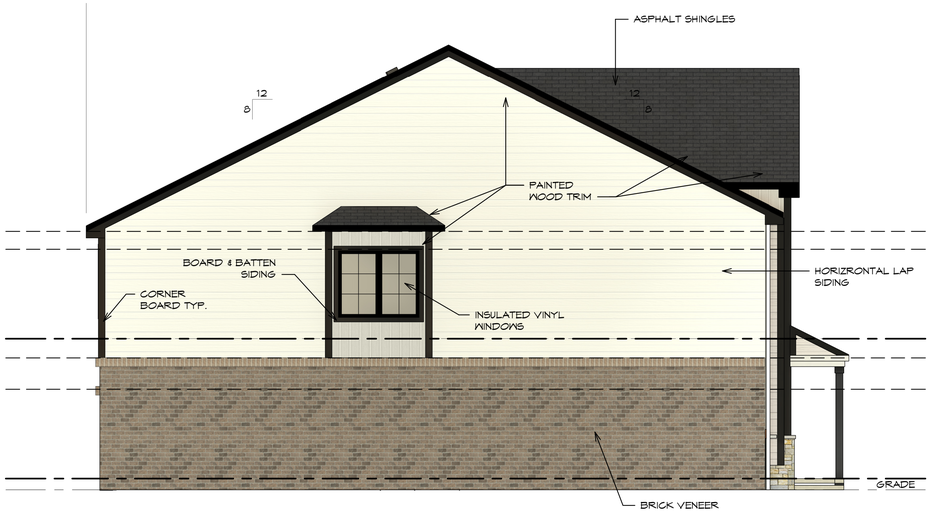
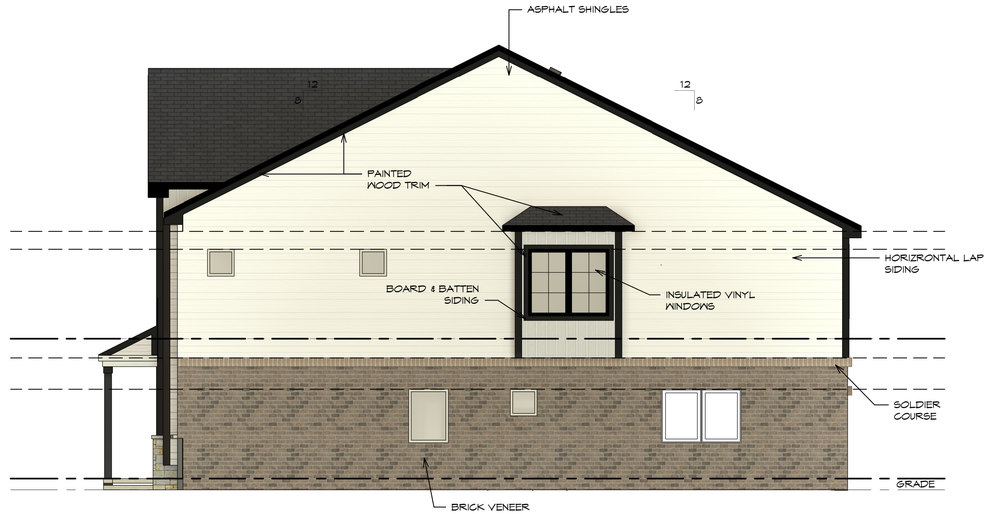


2 A101 WEST ELEVATION
3/16" = 1'-0"



1 A101 EAST ELEVATION
3/16" = 1'-0"

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Client:
2 UNIT TOWNHOUSE

Project Title:
The Village of Hastings

Troy, MI

Sheet Title:
STANDARD EAST & WEST ELEVATION

Project Number: 22312
Drawn By: AJM,JS
Checked By: JS
Approved By: JS
Date:11-03-23

Issued:

Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:
A201

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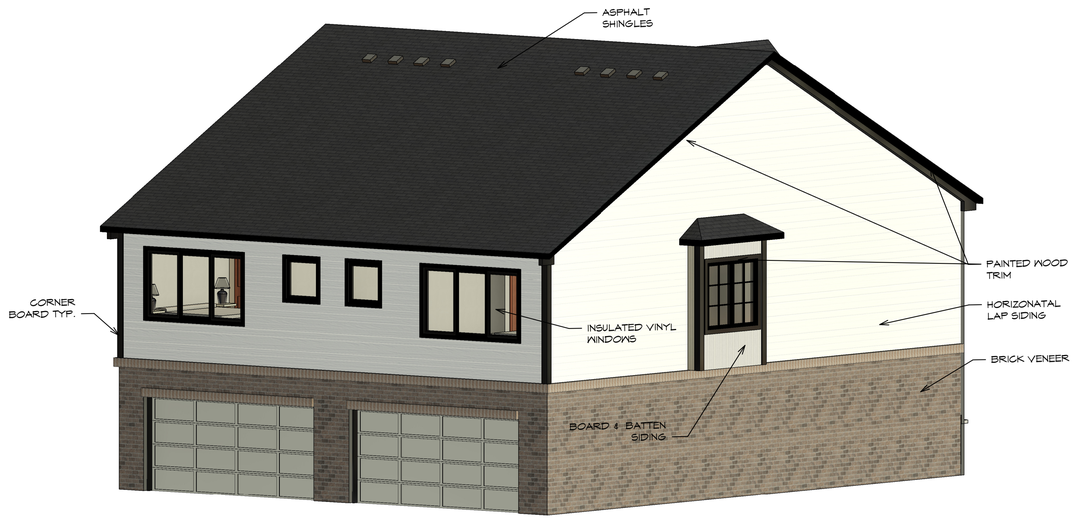

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Client:

2 UNIT TOWNHOUSE

Troy, MI

Project Title:

The Village of Hastings

Sheet Title:

STANDARD AXONMETRIC VIEWS

Project Number: 22312
Drawn By: Author
Checked By: Checker
Approved By: Approver
Date: 11-03-23

Issued:

Site Plan Approval	4-30-24

Sheet Number:

A400

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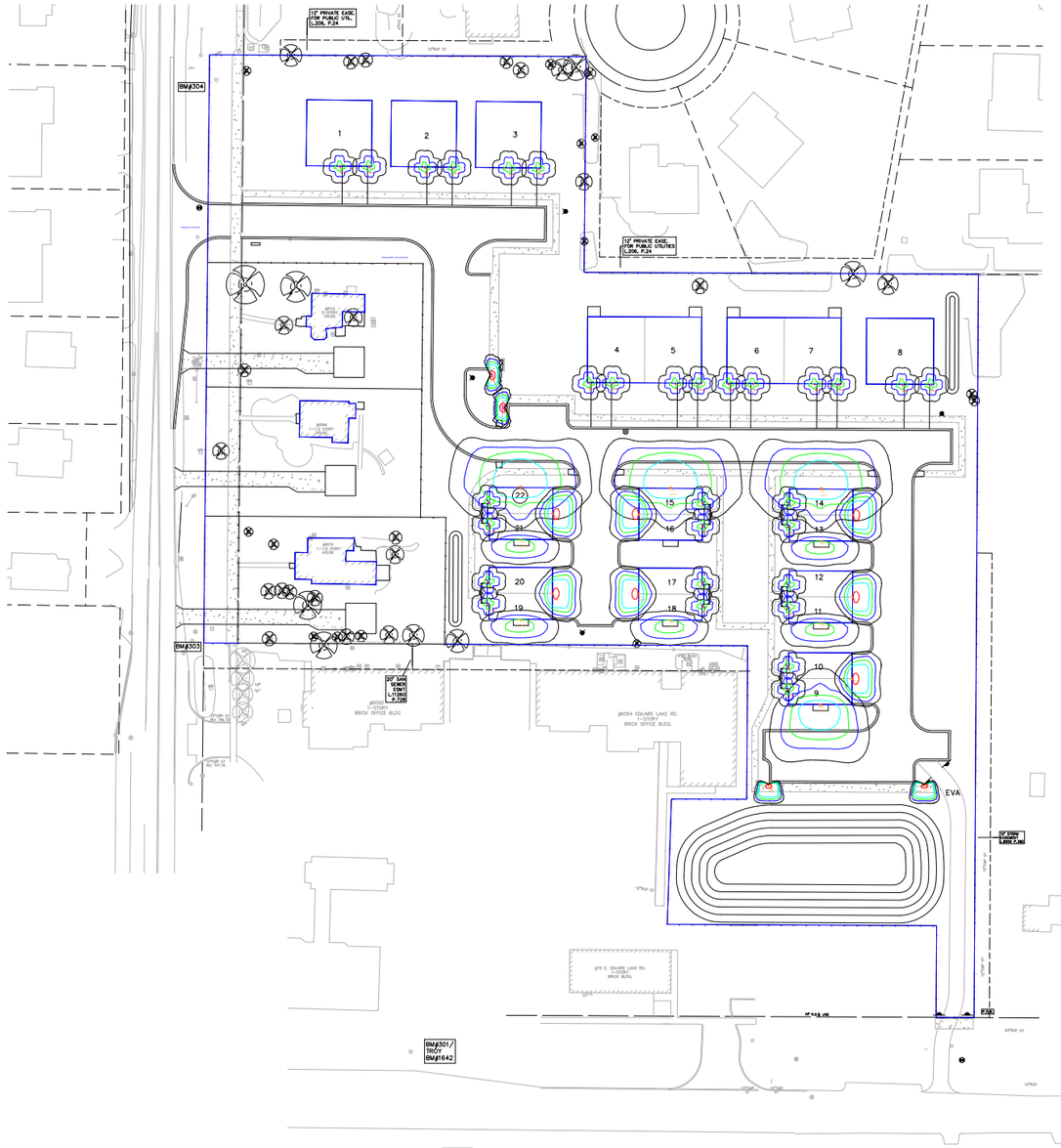
2025-05-08

Project name : LMUS_23110127_The Village of Hastings_Rev.4

Submitted By:
Ligman Lighting USA
7144 NE Progress Ct
Hillsboro, Oregon.
97124
Tel.: +1 503 645 0500 Fax.: +1 503 645 8100
info@ligmanlightingusa.com www.ligmanlightingusa.com

DISCLAIMER
Calculations have been performed according to IES standard and good practice.
Some differences between measured values and calculated values may occur due to
tolerances in calculation methods, testing procedures, component performance,
measurement techniques and field conditions such as voltage and temperature
Variations. Input data used to generate the attached calculations such as room
Dimensions, reflectances, furniture and architectural elements significantly affect
the lighting calculations. If the real environment conditions do not match the input
Data, differences will occur between measured and calculated values.



Scale: 1 inch= 120 Ft.

Calculation Summary								
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min	Description
Private historic home horizontal	Illuminance	Fc	0.00	0.0	0.0	N.A.	N.A.	Points spacing 10'
Property line horizontal	Illuminance	Fc	0.00	0.1	0.0	N.A.	N.A.	Point spacing 10'

Luminaire Schedule										
Symbol	Qty	Label	Description	LLF	Arrangement	Luminaire Watts	Luminaire Lumens	Arrangement Watts	Arrangement Luminaire Lumens	Mounting Height
	30	A	WS-W24218	0.900	Single	11.7463	378	11.746	378	8.5
	2	B1	UPRA-10063-T3M-8030	0.900	Single	6	501	6	501	0
	2	B2	UPRA-10063-T4B-8030	0.900	Single	6	549	6	549	0
	5	C02	ULEW-30001-T2-W30	0.900	Single	7.7	597	7.7	597	19
	7	C14	ULEW-30011-T4-W30	0.900	Single	13.8	1385	13.8	1385	8.5
	1	C24	UVK-30002-T4-W30	0.900	Single	27.9	2873	27.9	2873	19
	3	C33	UVK-30003-T3-W30	0.900	Single	36.4	4509	36.4	4509	19

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Rev.	Issue Date	Amendment
4	2025/05/08	-
3	2024/01/05	-
2	2024/01/03	-
1	2023/12/28	-
-	2023/11/17	Design Development

ARCHITECT

CLIENT

-

PROJECT NAME

The Village of Hastings

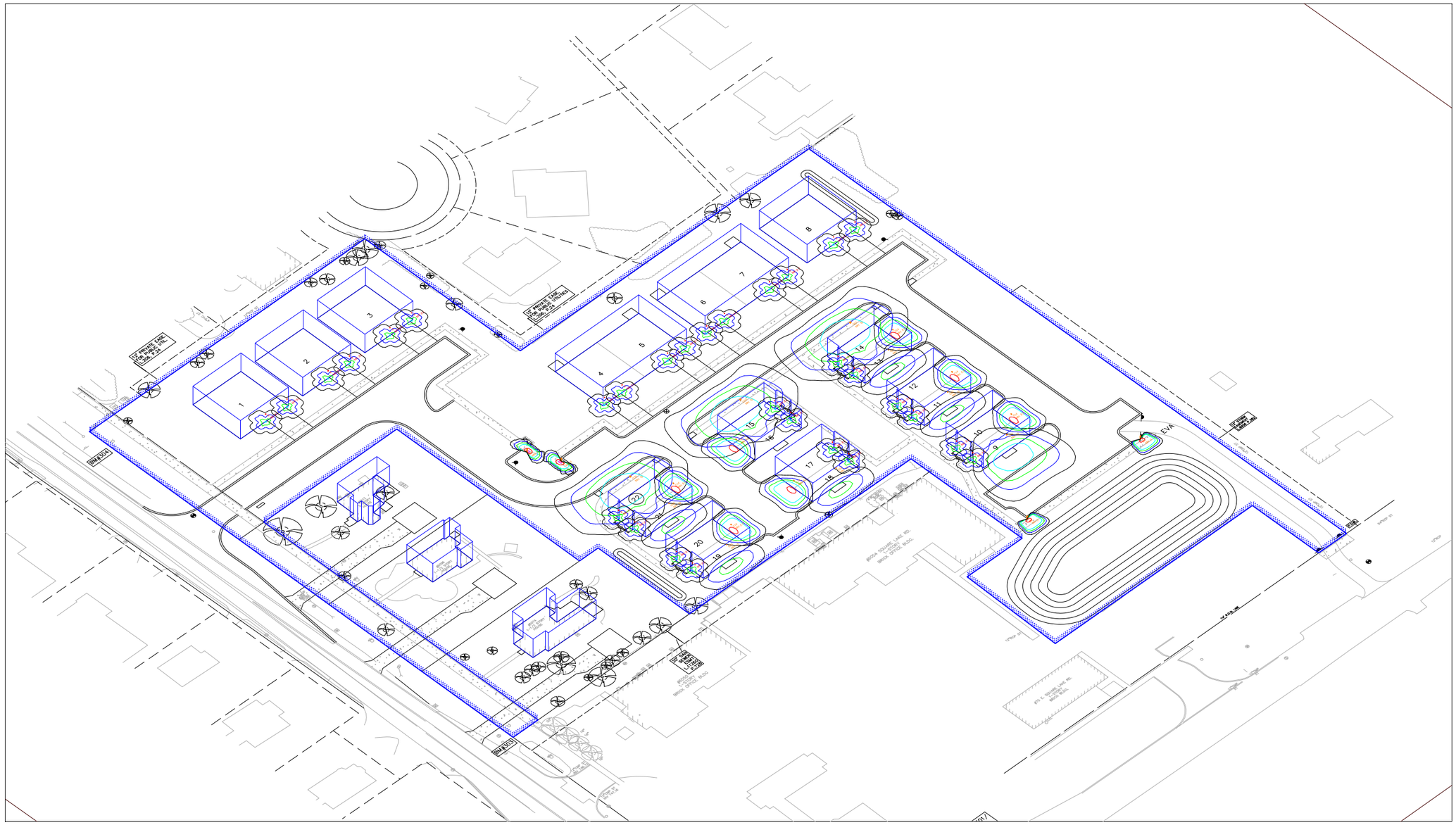
DRAWING TITLE

Luminaire list
Horizontal Boundary/ Property line
Calculation result

SCALE	REVISION
AS SHOWN @ A3	4

PROJECT NO.	DATE
LMUS_23110127	2025-05-08

DESIGN DEVELOPMENT



Scale: 1 inch= 84 Ft.

Calculation Summary								
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Private historic home Vertical_III_Seg2	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Private historic home Vertical_III_Seg3	Obtrusive - III	Fc	0.01	0.1	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Private historic home Vertical_III_Seg4	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Private historic home Vertical_III_Seg5	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg1	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg10	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg11	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg12	Obtrusive - III	Fc	0.08	0.1	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg13	Obtrusive - III	Fc	0.08	0.1	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg2	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg3	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg4	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg5	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg6	Obtrusive - III	Fc	0.00	0.1	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg7	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg8	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'
Property line vertical_III_Seg9	Obtrusive - III	Fc	0.00	0.0	0.0	N.A.	N.A.	5' above grade level, Grid point spacing 2 x 2'

LIGMAN LIGHTING USA

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-	2023/11/17	Design Development

ARCHITECT

CLIENT

-

PROJECT NAME

The Village of Hastings

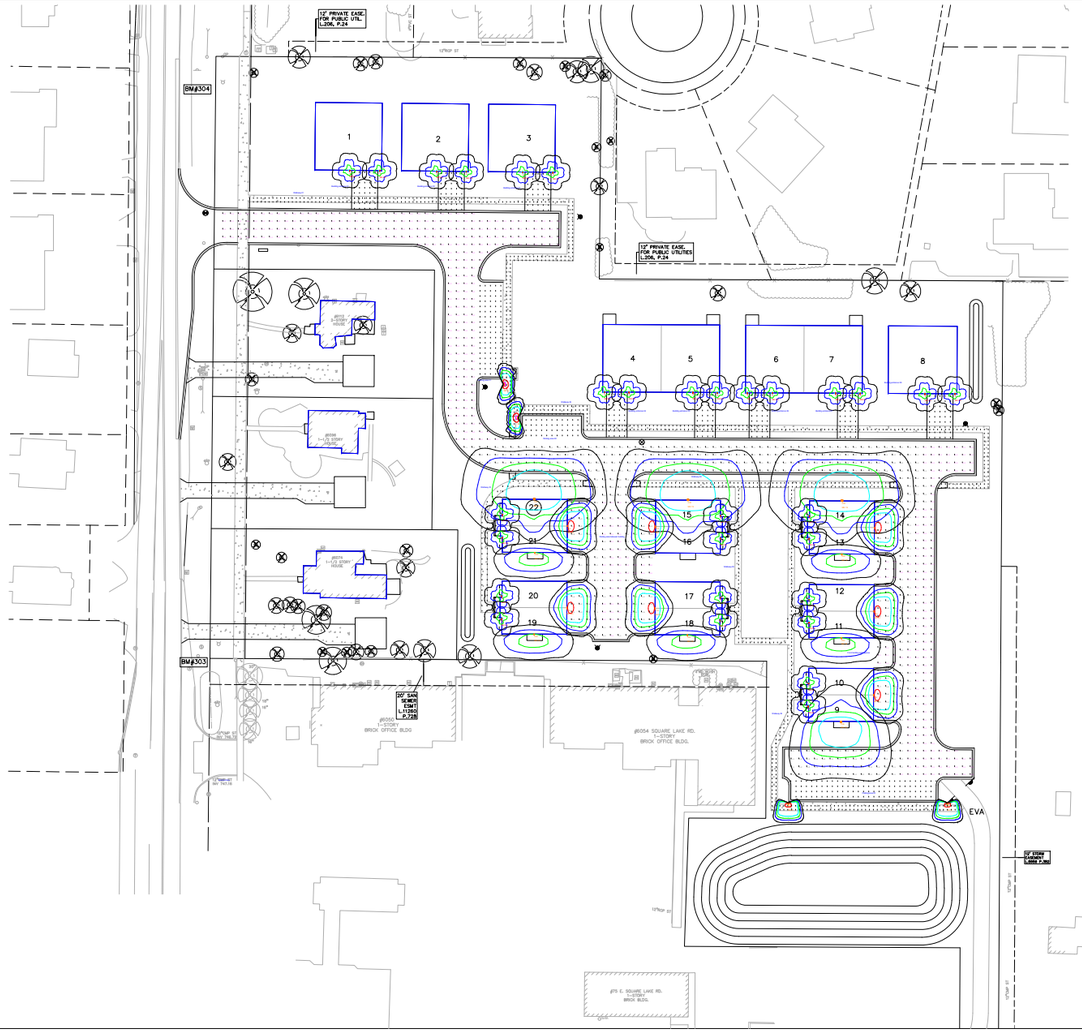
DRAWING TITLE

Vertical Boundary/ Property line
Calculation result

SCALE	REVISION
AS SHOWN @ A3	4

PROJECT NO.	DATE
LMUS_23110127	2025-05-08

DESIGN DEVELOPMENT


12' PRIVATE EASE. FOR PUBLIC UTIL. L-304, P.24
BM #304
BM #303
1
2
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19
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EVA
12' PRIVATE EASE. FOR PUBLIC UTILITIES L-304, P.24
20' SAN. SEWER EASE. L-11260 P.728
16' ASPH. PAVEMENT
LOT 1
LOT 2
LOT 3
LOT 4
LOT 5
LOT 6
LOT 7
LOT 8
LOT 9
LOT 10
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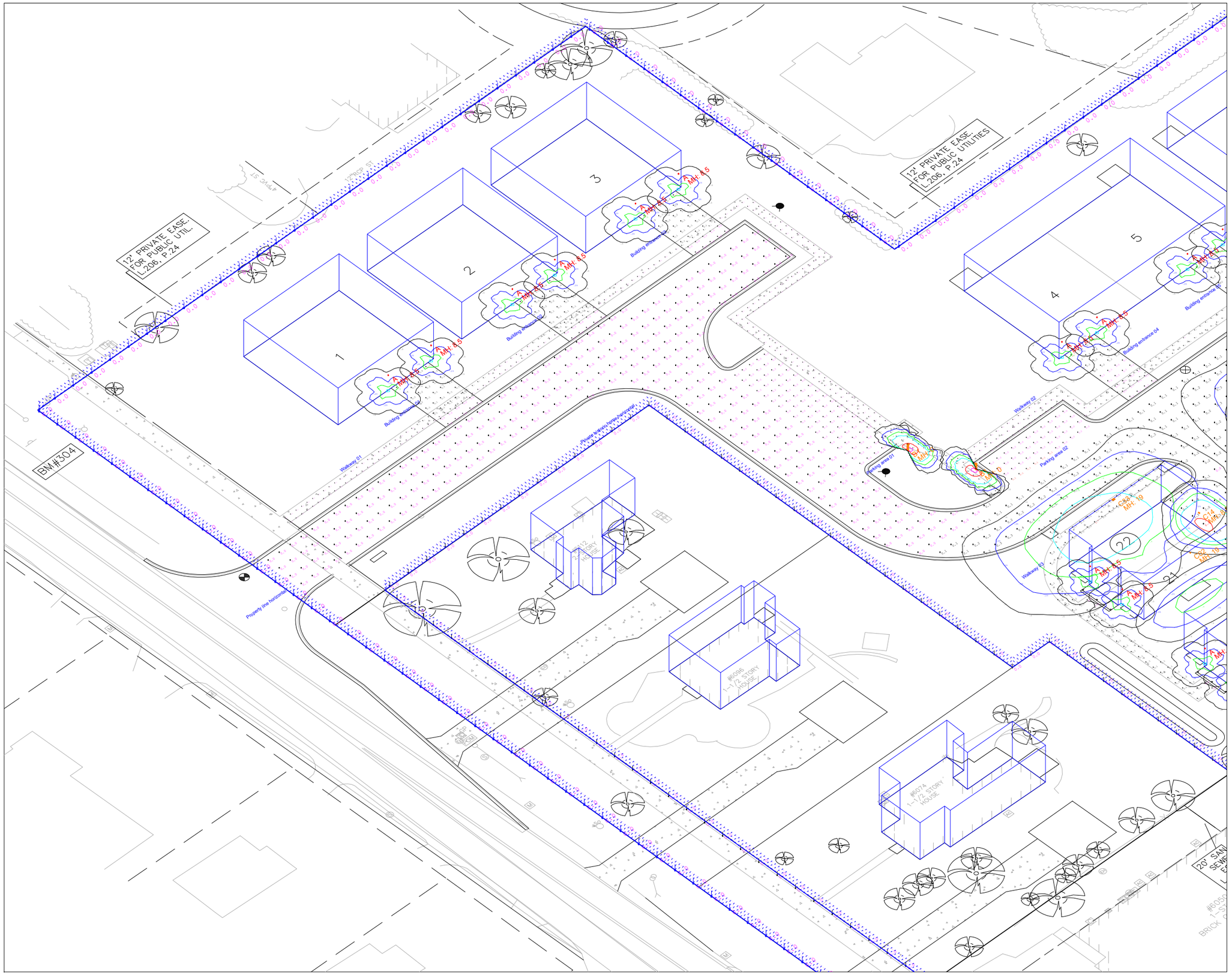

Scale: 1 inch= 36 Ft.

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ARCHITECT

CLIENT

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PROJECT NAME

The Village of Hastings

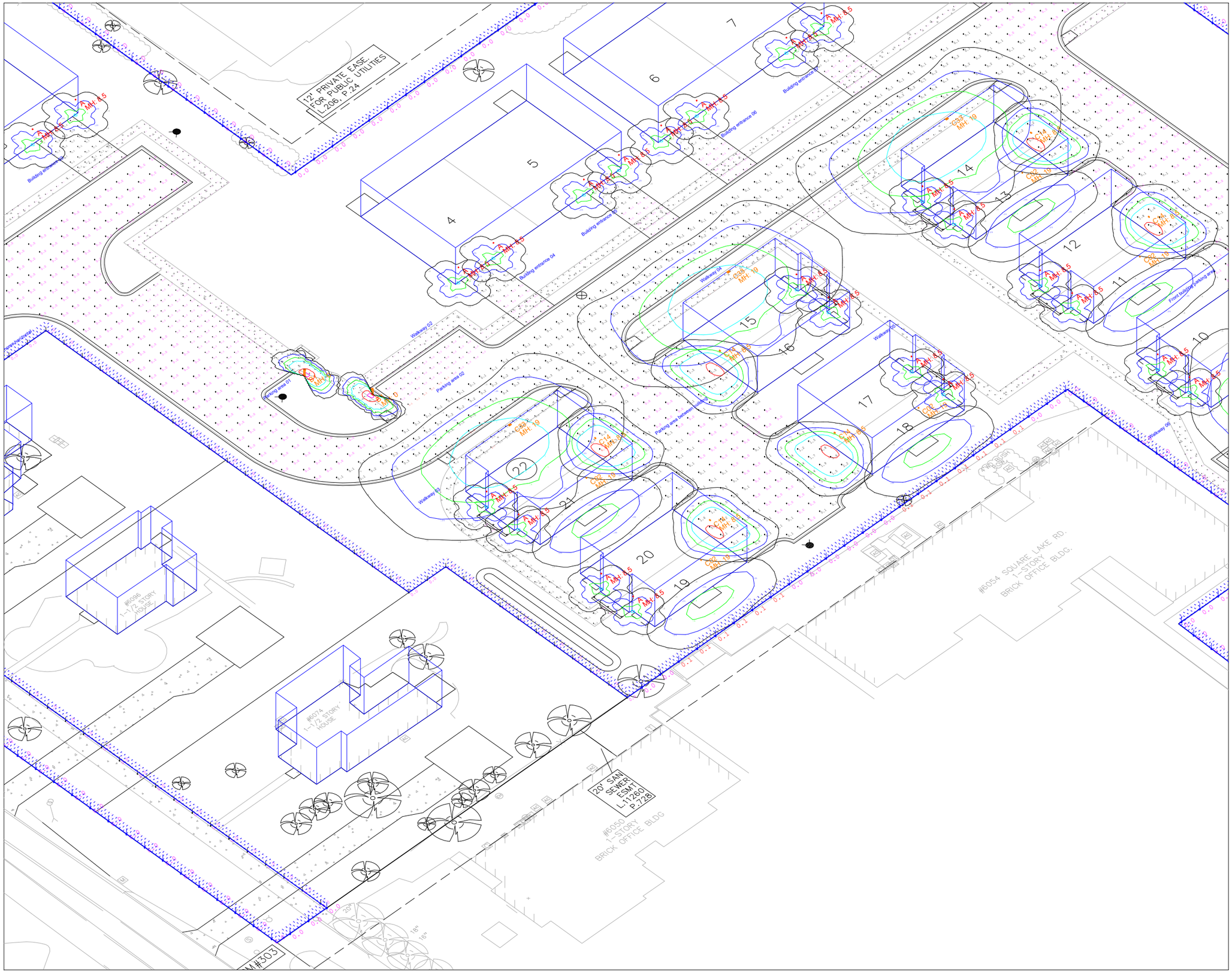
DRAWING TITLE

Calculation result

SCALE	REVISION
AS SHOWN @ A3	4

PROJECT NO.	DATE
LMUS_23110127	2025-05-08

DESIGN DEVELOPMENT



Scale: 1 inch= 36 Ft.

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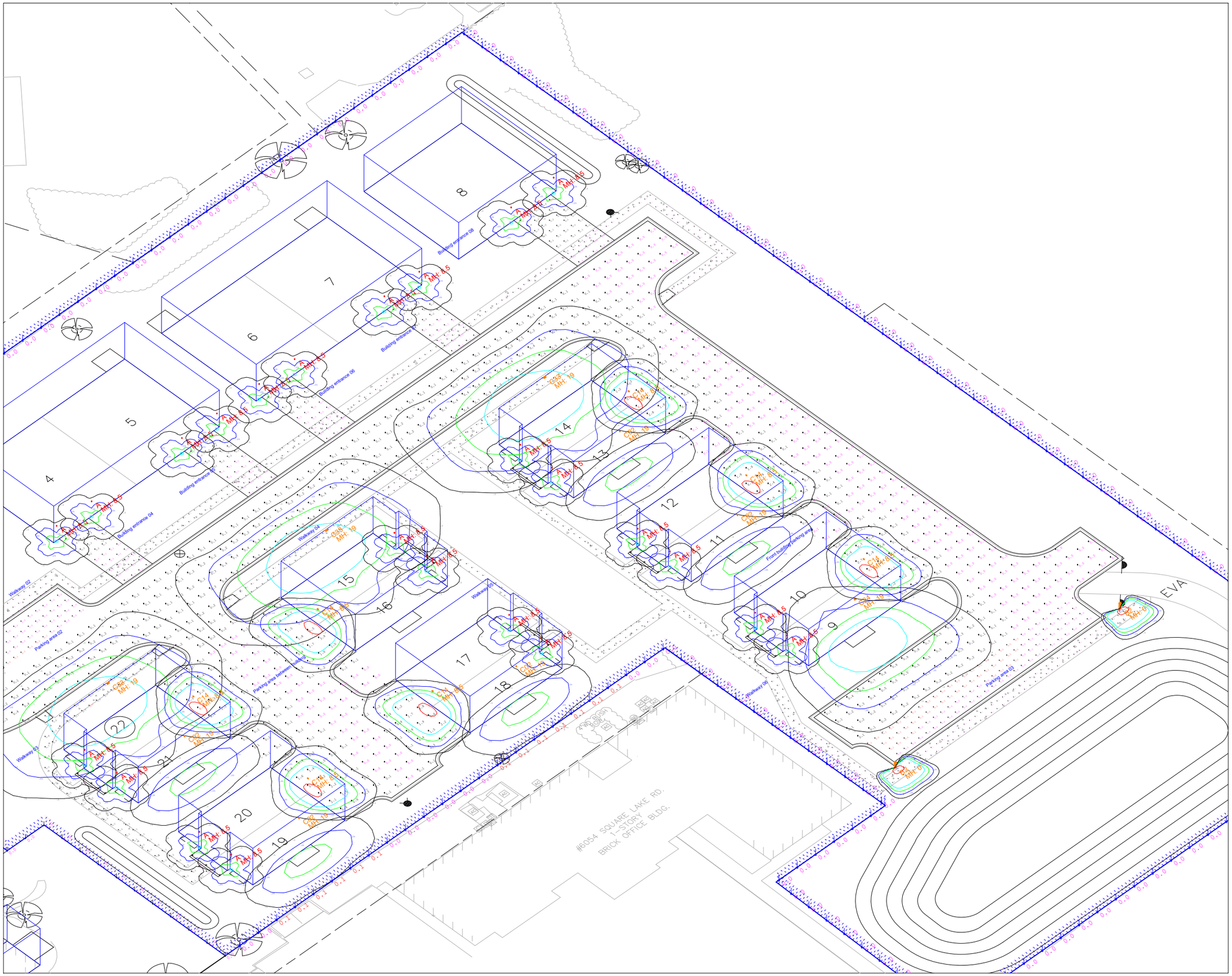

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PROJECT NAME

The Village of Hastings

DRAWING TITLE

Calculation result

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AS SHOWN @ A3	4

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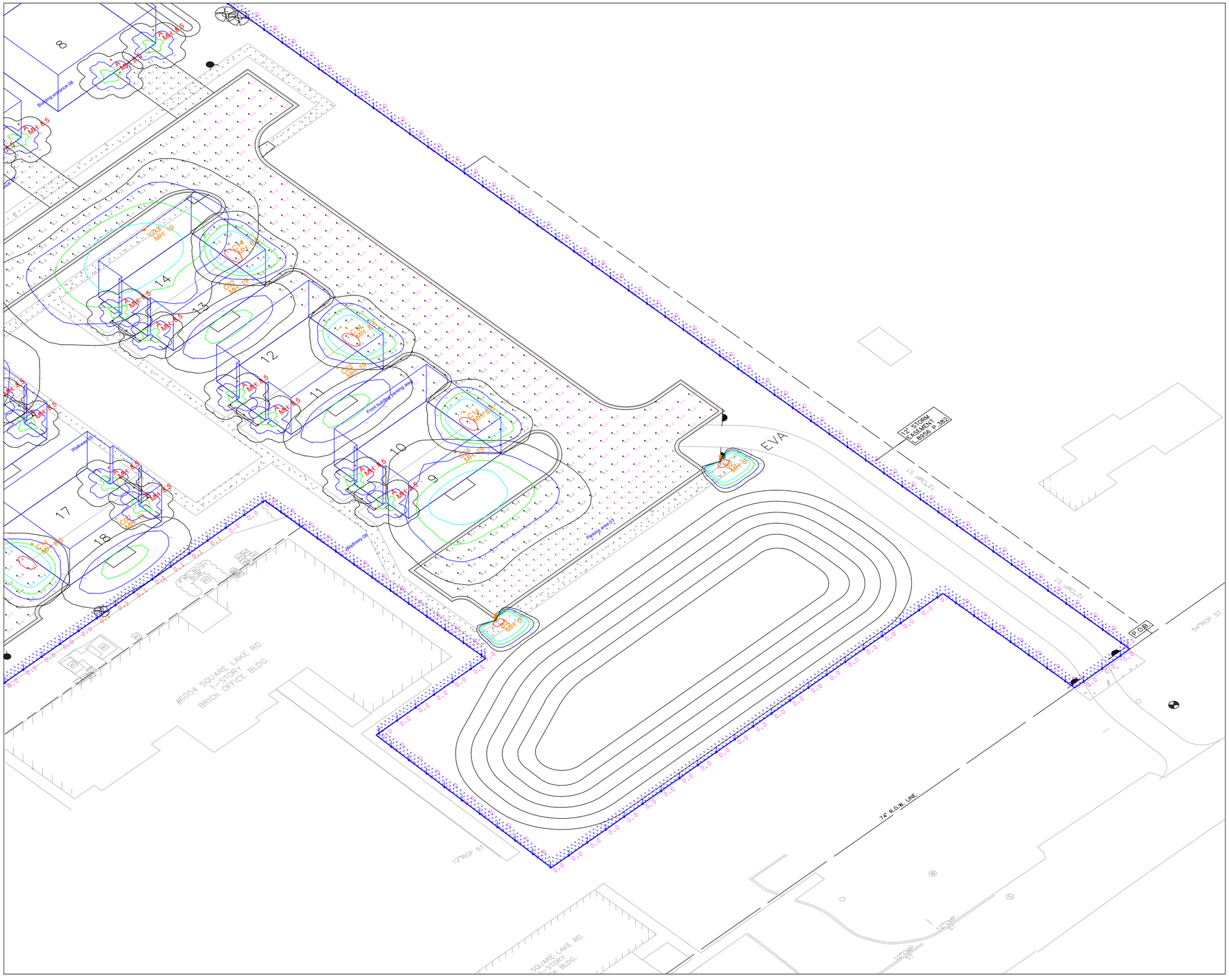
LMUS_23110127	2025-05-08

DESIGN DEVELOPMENT



Scale: 1 inch= 36 Ft.

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ARCHITECT

CLIENT

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PROJECT NAME

The Village of Hastings

DRAWING TITLE

Calculation result

SCALE	REVISION
AS SHOWN @ A3	4

PROJECT NO.	DATE
LMUS_23110127	2025-05-08

DESIGN DEVELOPMENT

From:	Brent Savidant
To:	Planning Commission
	Julie Q Dufrane; Jackie Ferencz; bcarlisle@cwaplan.com
Cc:	FW: Conditional Rezone Request Square Lake and Livernois
Subject:	Monday, February 17, 2025 8:31:51 AM
Date:	
Attachments:	image001.png
	image002.png
	image003.png
	image004.png
	image005.png
	image006.png
	PC Letter to Commissioners REV 1 2-16-25.docx

All:

The resident requested that this email be sent to the PC in advance of the packet going out. I was obliging to his request because I believe he is the spokesperson for a number of residents.

I will not be blowing up your inbox with similar emails.

R. Brent Savidant, AICP
Community Development Director
City of Troy
O: 248.524.3366

From: Jeff Williams <savetroycorners@gmail.com>
Sent: Sunday, February 16, 2025 3:44 PM
To: Brent Savidant <SavidantB@troymi.gov>
Cc: Marcia Bossenberger <mkboss131@gmail.com>; Deborah Louzecky <Deb@debrealtor.com>; LEASA WILLIAMS <leasawilliams91@gmail.com>; Ann Coleman <bioannergy@gmail.com>
Subject: Re: Conditional Rezone Request Square Lake and Livernois

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Brent,

Here are a few items that might give the Planning Commissioners some background information for the meeting coming up on February 25th regarding

the Village of Hastings request for a RT Conditional Rezone. Could I please ask that you share this with the Commissioners.

Thank you,
Jeff Williams
159 Telford Dr
HOA Board
248 670 2020

On Wed, Feb 5, 2025 at 2:12 PM Brent Savidant <SavidantB@troymi.gov> wrote:

> See attached updated letter which includes strengthened voluntarily offered conditions.
>
> **R. Brent Savidant, AICP**
> **Community Development Director**
> **City of Troy**
> O: 248.524.3366
>
> ---
>
> **From:** Jeff Williams <savetroycorners@gmail.com>
> **Sent:** Thursday, January 30, 2025 10:04 AM
> **To:** Brent Savidant <SavidantB@troymi.gov>
> **Cc:** Marcia Bossenberger <mkboss131@gmail.com>; Deborah Louzecky <Deb@debrealtor.com>; LEASA WILLIAMS <leasawilliams91@gmail.com>; Ann Coleman <bioannergy@gmail.com>
> **Subject:** Fwd: Conditional Rezone Request Square Lake and Livernois
>
> You don't often get email from savetroycorners@gmail.com. Learn why this is important
>
> **CAUTION:** This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.
>
> Brent,
> I wanted to follow up on an email sent on Tuesday. We are trying to gather as much information as possible regarding the Conditional Rezone request for the Square Lake Rd and Livernois properties.
> Can I pick up or can you send me a copy of the submission from the developer? Most importantly,

what is the zoning designation being requested and the conditions the applicant is offering to the city.
Thanks,
Jeff Williams
159 Telford Dr
248 670 2020

---------- Forwarded message ---------
From: **Jeff Williams** <savetroycorners@gmail.com>
Date: Tue, Jan 28, 2025 at 2:58 PM
Subject: Conditional Rezone Request Square Lake and Livernois
To: <SavidantB@troymi.gov>
Cc: Deborah Louzecky <Deb@debrealtor.com>, Ann Coleman <bioannergy@gmail.com>, Marcia Bossenberger <mkboss131@gmail.com>, LEASA WILLIAMS <leasawilliams91@gmail.com>

Brent,
We are following the new proposed plan for the NE corner of Sq. Lake rd and Livernois. It is a conditional rezone request. Can I pick up or can you send me a copy of the submission from the developer? Most importantly, what is the zoning designation being requested and the conditions the applicant is offering to the city.
Thanks,
Jeff Williams
159 Telford Dr
248 670 2020

From:	Ann Coleman
To:	Brent Savidant; Planning
Subject:	questions regarding passing lane for Hastings project
Date:	Monday, February 17, 2025 8:00:32 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brent,

Looking over the map of the proposed Village of Hastings I am deeply concerned about the safety issues of adding a passing lane to southbound Livernois. I am wondering if you can forward my questions to the Planning Commission with the request that they ask the developer these questions during the upcoming Public Hearing.

In speaking with Antonio in Engineering I got clarification on the map in the packet from the planning portal. I learned that approximately 2 feet of land in the front of my house could be allocated to the passing lane. As you can see from the first attached picture, there is less than 2 feet of land before the ditch starts. My yard has significant flooding in the spring and during heavy rains, and the ditches fill to the brim to manage the run off. See other 3 photos. The water on the north side of 6091 drains east towards Livernois Road.

1) Can/has a survey of water runoff be/been done to determine if a passing lane will get flooded?
2) Is the developer prepared to add a culvert if the area of the ditch is needed for the passing lane?
3) ***What is the impact of having a southbound passing lane end just as a left hand turn lane is beginning, when there are 2 more driveways to account for?*** I am concerned that people will view the passing lane as the ability to proceed at normal speed, giving a false sense of safety, when there are 2 driveways that people could potentially be turning left into from northbound traffic, risking a t-bone accident. **Note that in order to turn left into the 6091 driveway from northbound Livernois, the left turn lane at that point is narrower than the width of a car, causing northbound cars to either back up or go onto the right shoulder to pass.** This is a lot of potential congestion!
4) Can the developer make the entrance to the village off Square Lake road to avoid the traffic congestion hazards on Livernois?

Thank you for your service to the city of Troy,
Ann Coleman

flooding northeast corner between houses.JPG

Flooding southeast corner ditch.JPG

BEWARE
OF DOG

Future Development to the East:

A **BIG** concern for the Telford Ridge subdivision neighbors are the two properties to the east of this proposed rezone request. I know it is not part of the agenda, but it really ties into the “bigger future development”.

Our Telford Ridge HOA was told for the past several years, in every single meeting with Gary, that he owns the two properties to the east or has an agreement to purchase them.

Our subdivision’s biggest fear is connecting to a new development or directly connecting to Square Lake rd. **Gary said he would connect our sub to his new development or directly to Square Lake road if our HOA did not support the previous attempts for a PUD rezone.**

It would go a long way towards neighborhood trust and support if Gary would acknowledge in writing or verbally state that he will not try to rezone from R-1B or try to attach a new development to the Telford Ridge subdivision if and when he closes on the two abutting properties to the east.

I have included the exact drawings presented at all our HOA meetings. I want to show that his previous attempts to have the properties rezoned to a PUD, the developer always showed the two abutting properties to the east as part of his bigger plan.

That is why we are concerned that he is not showing the Planning Commissioners the same thing he showed our Telford Ridge HOA.

Plus, if this gets rezoned to an RT, does that set a precedent for all future properties to the east?

Please see Plan B with the two properties to the east being in play.

Community Engagement:

Gary and I had multiple conversations via email (September 2024) after the City Council voted no to a rezone request for a PUD.

There was a request made to see if we could meet to explore other options for the properties, **after the City Council vote**. We were always told that a PUD was the only rezoning available, and we did not support a PUD. **We felt that the City Council ruled in favor of the by-right plan and my neighbors did not**

understand why there should be more discussion on having a higher density of units than what the current R-1B zoning allows.
I explained that in depth to Gary. We all supported the City Council's ruling and believed that staying with R-1B was the decision that serves the community.

We believed the intent for another discussion was to reverse the City Councils ruling and agree to more than 2.2 houses per acre.

The developer also reached out to our “Save Troy Corners” group **after** the City Council denied the PUD rezone request.

He asked for input from the community regarding what we would like by showing us a blank parcel. **We responded with “the by-right is what we would like per the City Council vote”.**

We also posted his request on our “Save Troy Corners” Facebook page for everyone to review **(December 3rd, 2024)**. **There were 18 comments posted**.

We requested Gary to interact with the group to show what he wants to do with the properties. **He did not respond**.

We also posted a drawing from one of the neighbors showing a cool design, that kept the “by-right” zoning but added some nice features. **He did not respond.** The developer’s son, Michael Abitheira, joined our Facebook page **(January 19th 2025)**. We reached out to Michael through Facebook Messenger regarding the development.

Michael and Gary did not respond to any of the comments or to Messenger.

The “Save Troy Corners” page is “public” and we welcome anyone and everyone to join the site.

Here is the “Save Troy Corners” Facebook page.

https://www.facebook.com/groups/363535922814718

******GARY HAS NOT REACHED OUT OR CONTACTED MYSELF OR ANYONE FROM THE SAVE TROY CORNERS TEAM SINCE THIS NEW CONDITIONAL REZONE REQUEST WAS POSTED AND SIGNS WERE PUT ON SQUARE LAKE RD AND ON LIVERNOIS***

From: CARL RATKUS
To: Planning
Cc: CARL RATKUS
Subject: Village of Hastings
Date: Wednesday, March 26, 2025 2:33:22 PM

You don't often get email from carlratkus@comcast.net. Learn why this is important

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

After reviewing the updated architectural renderings proposed by the builder for the units to be constructed, my strongest negative comment would be, that, based on assumptions of selling prices, I would hope that the addition of some architectural variation (vs, the assembly line appearance of all the same) would dramatically improve the "appearance" if not the quality of construction "&" would certainly be more consistent with the surrounding neighborhood. Thank you for your continued concerns & considerartion, Carl Ratkus

From: Ann Coleman
To: Brent Savidant; Planning
Subject: Re: questions regarding passing lane for Hastings project
Date: Friday, February 21, 2025 3:56:42 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Hi Brent, I am following up to see if you read my email, and to find out if my questions can be asked during the upcoming public hearing. What do you think?
Thanks, Ann

On Mon, Feb 17, 2025 at 8:00 PM Ann Coleman <bioannergy@gmail.com> wrote:

> Hi Brent,
>
> Looking over the map of the proposed Village of Hastings I am deeply concerned about the safety issues of adding a passing lane to southbound Livernois. I am wondering if you can forward my questions to the Planning Commission with the request that they ask the developer these questions during the upcoming Public Hearing.
>
> In speaking with Antonio in Engineering I got clarification on the map in the packet from the planning portal. I learned that approximately 2 feet of land in the front of my house could be allocated to the passing lane. As you can see from the first attached picture, there is less than 2 feet of land before the ditch starts. My yard has significant flooding in the spring and during heavy rains, and the ditches fill to the brim to manage the run off. See other 3 photos. The water on the north side of 6091 drains east towards Livernois Road.
>
> 1) Can/has a survey of water runoff be/been done to determine if a passing lane will get flooded?
> 2) Is the developer prepared to add a culvert if the area of the ditch is needed for the passing lane?
> 3) ***What is the impact of having a southbound passing lane end just as a left hand turn lane is beginning, when there are 2 more driveways to account for?*** I am concerned that people will view the passing lane as the ability to proceed at normal speed, giving a false sense of safety, when there are 2 driveways that people could potentially be turning left into from northbound traffic, risking a t-bone accident. **Note that in order to turn left into the 6091 driveway from northbound Livernois, the left turn lane at that point is narrower than the width of a car, causing northbound cars to either back up or go onto the right shoulder to pass.** This is a lot of potential congestion!
> 4) Can the developer make the entrance to the village off Square Lake road to avoid the traffic congestion hazards on Livernois?
>
> Thank you for your service to the city of Troy,
> Ann Coleman
>
> flooding northeast corner between houses.JPG
>
> Flooding southeast corner ditch.JPG

From:	John Malott
To:	Planning
Cc:	Ethan Baker; Theresa Brooks; Hirak Chanda; Rebecca A. Chamberlain-Creangă; Mark A Gunn; ellen.hoderek@yroymi.gov; David Hamilton
Subject:	Upcoming Planning Commission review of Village of Hastings (Sq Lk & Livernois)
Date:	Friday, February 21, 2025 6:57:12 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Dear Troy Planning Commission Members,

Let me start by thanking you for your service. Your role is not easy and your efforts are much appreciated.

My name is John Malott. I am a Troy Corners area resident where my wife and I reside in the Telford Ridge neighborhood. We moved here in 1999 having fallen in love with the quiet, residential small town feel of the R1-B zoned area. I am writing regarding the latest 'Village of Hastings' proposed development at Square Lake and Livernois. In reading through this latest proposal and the viewing the diagrams, four things immediately come to mind:

1. The current proposal has 2 ranch attached duplexes adjacent to the Telford Ridge homes along with the other 4 single family detached ranches. This does not provide a reasonable transition from this proposed condominium complex to the adjacent R1-B zoned Telford Ridge subdivision. All of the ranches adjacent to Telford Ridge should be single family detached ranches, not attached duplexes. The current proposal presents a significant level of unfairness to Telford Ridge residents who have settled in this R1-B area of Troy expecting the surrounding and adjacent areas to be R1-B residential. Simply put, the 8 units bordering Telford Ridge to the north (currently 4 single detached, 2 attached duplexes) should be 7 units (all single detached). Looking at the diagram, it appears there is adequate space for making this change and doing the math it should net the developer nearly the same amount.

2. The proposal does not spell out adequately enough commitment regarding a 'no light through' mature evergreen tree barrier between this proposed development and the Telford Ridge existing neighborhood. The developer is effectively asking the Telford Ridge neighborhood residents to simply 'put up with' potential encroachment on our current quiet and tranquil lives. The proposal should include natural barrier that is uniform for the entire border of the Telford Ridge neighborhood consisting of mature Evergreen trees and shrubbery with a minimum height of 12 feet. This border should not allow any light to pass through from the condominiums and cars entering, leaving and driving through the proposed complex.

3. The proposal does not adequately describe what will be done with the 3 existing roughly 100 year old homes. Will they be restored? Is the intention to leave them ‘as is’? One of these homes appears vacant and seems to have been so for months. These homes appear to be in need of a substantial investment for adequate restoration. Leaving them ‘as is’ does not provide a reasonable solution nor commitment to area improvement. The proposal should include both an adequate commitment to restore these homes and a complete description of it.

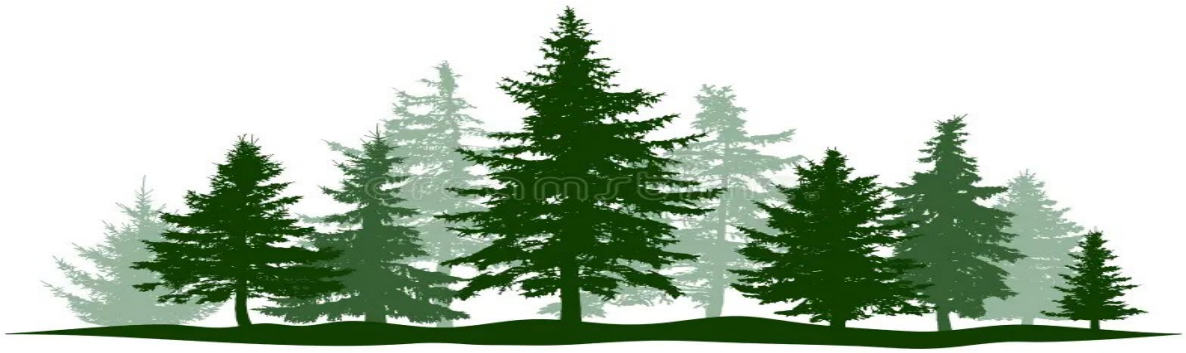
4. Additionally, premium composition and quality of construction materials needs to be better described and committed to by the developer.

While this latest proposal is a positive step, substantial and significant impact to the local areas, and especially nearby and adjacent property owners still exists.

Thank you for taking time to read through my concerns. I ask that the commission require the above changes be adequately addressed along with any concerns expressed by other residents. I further request that this area remain zoned R1-B and the commission require a new wholistic proposal to include those changes be re-submitted by the developer so that it can be reviewed in its entirety prior to consideration.

As you know, many local Troy Corners residents were opposed to the previous proposal by this developer for this area. This opposition grew substantially and the previous proposal was soundly defeated by City Council, due in large part to local residents voicing their concerns and oppositions. Those local residents still exist and their concerns and oppositions have not simply evaporated. Please remember what they have said.

Best regards,
John Malott



Telford Ridge Homeowners Association

Statement to Troy Planning Committee

April 8,2025

The Telford Ridge Homeowners Association Board of Directors has had much discussion regarding this development proposed by Mr. Gary Abitheira. After considerable discussion within the Association, we can agree with Mr. Abitheria's proposed development with the following conditions:

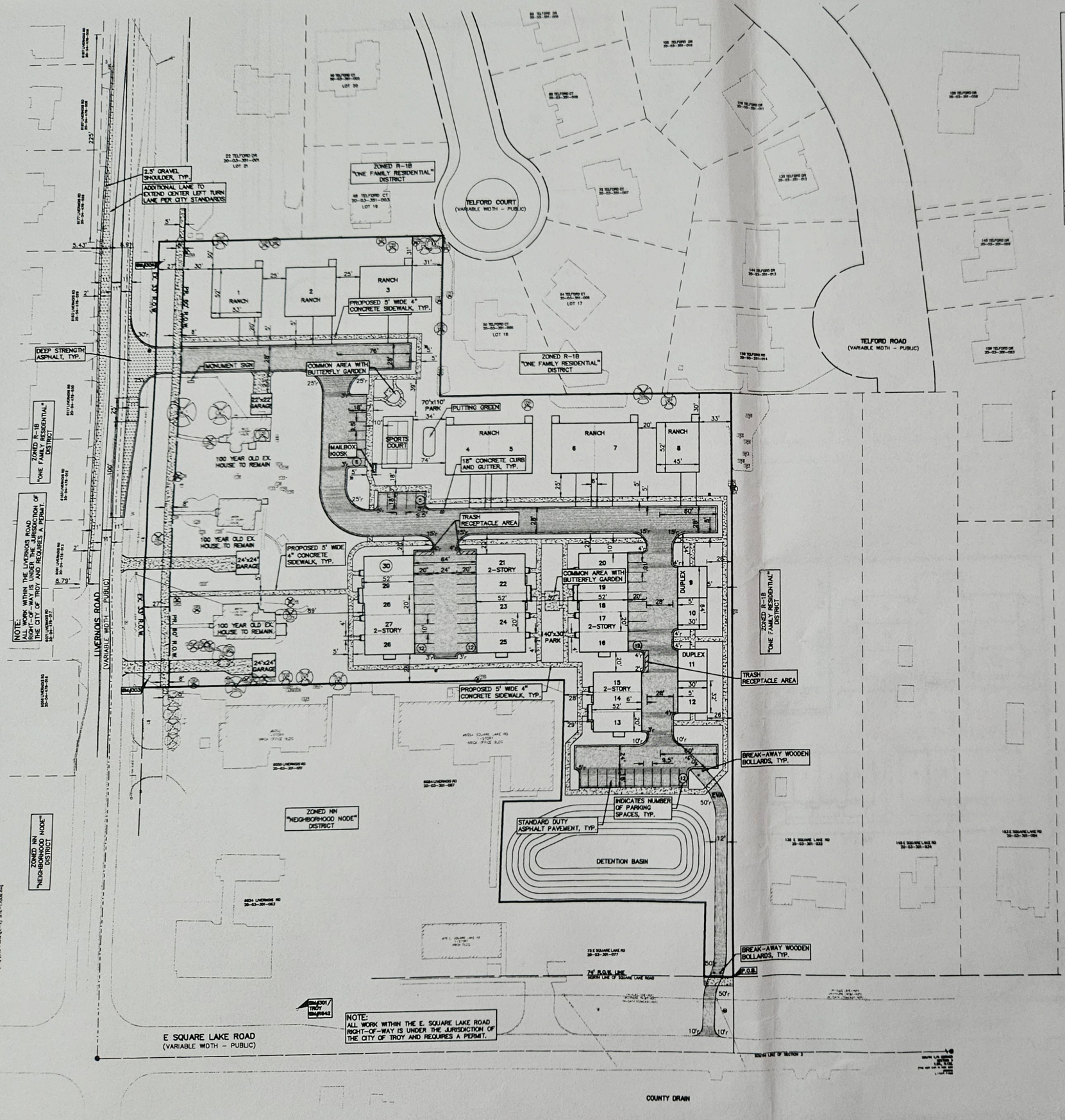
1. Telford Dr. remains in its current state of ending at the property line of the Telford Ridge Homeowners Association property. That is, Telford Dr. does not continue thru to Sq. Lake Rd.
2. Mr. Abitheria does not purchase or develop the property to the east of said development and directly south and abuts the Telford Ridge Homeowners Association property.
3. That a quality development is built using quality exterior materials like brick and a fibre cement siding or similar product for long lasting wear and aesthetics.
4. The development is built to the site plan proposed by Mr. Abitheria which has 25 units including the three existing homes directly on Livernois Rd.
5. This development does not turn into a two-year project.

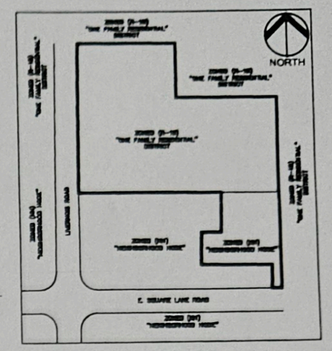
If Mr. Abitheria will agree with our conditions, we will agree with him on the proposed development.

Marv Schoenherr – President

Jeff Williams – Vice President

Larry Cronin – Treasurer/Secretary





ZONING SKETCH
NOT TO SCALE

LEGEND

EXISTING

PROPOSED

SITE DATA:

LOCATION OF PROJECT:
LIVERNOIS ROAD, NORTH OF SQUARE LAKE ROAD

SIZE OF PROPERTY: 8.31 ACRES GROSS, 6.05 ACRES NET

PROPOSED USE OF PROPERTY: THREE (3) EXISTING HOMES TO REMAIN, EIGHT (8) RANCH STYLE SINGLE FAMILY HOMES, EIGHTEEN (18) 2 STORY ATTACHED SINGLE FAMILY HOMES, FOUR (4) SINGLE FAMILY DUPLEX HOMES.

CURRENT ZONING: R-1B, ONE-FAMILY RESIDENTIAL DISTRICT AND (NN) NEIGHBORHOOD NODE Q, SITE TYPE NN-B, BUILDING FORM: C

PROPOSED ZONING: PUD, PLANNED RESIDENTIAL DEVELOPMENT

SURROUNDING PROPERTY DETAILS:

DIRECTION	ZONING	USE
NORTH	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
SOUTH	NEIGHBORHOOD NODE Q	COMMERCIAL
EAST	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
WEST	NEIGHBORHOOD NODE Q	COMMERCIAL

REQUIRED AND PROVIDED LOT DIMENSIONS:

	REQUIRED:	PROVIDED:
FRONT	10'(NN) & 40'(R-1B) SETBACK	30' SETBACK
REAR	30'(NN) & 45'(R-1B) SETBACK	30' SETBACK
SIDES	N/A(NN) & 12.5(R-1B) SETBACK	16' SETBACK
MAXIMUM HEIGHT	4 STORIES/55'(NN), 2.5 STORIES/30'(R-1B)	30 FEET, 2 STORY
OPEN SPACE	15%(NN)	28%
LOT COVERAGE BY ALL BLDGS	30%(NN)	18%

PROJECT AND SITE DESCRIPTION:
PROPOSED DEVELOPMENT OF A 33-UNIT RESIDENTIAL CONDOMINIUM LOCATED ON LIVERNOIS ROAD NORTH OF SQUARE LAKE ROAD. THE SITE CONSISTS OF 28 ATTACHED UNITS AND 4 DETACHED SINGLE FAMILY UNITS, ACCOMPANYING THE DEVELOPMENT IS THE PRESERVATION OF 3 CENTENNIAL SINGLE FAMILY HOUSES. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LIVERNOIS ROAD, WITH TWO OF THE PRESERVED HOUSES HAVING DIRECT ACCESS TO LIVERNOIS, AND AN EMERGENCY VEHICLE ACCESS (EVA) WILL BE PROVIDED TO SQUARE LAKE ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE (NN) NEIGHBORHOOD NODE Q DISTRICT AND THE R-1B PORTION OF THE SITE. DUE TO THE MIXED HOUSING PRODUCTS AND MIXED ZONING A PUD IS PROPOSED FOR THIS PROPERTY.

NATURAL RESOURCES:
THE SITE CURRENTLY HAS MODERATE TREE COVER.

FLOODPLAIN:
THE PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 26125C0532F DATED: SEPTEMBER 29, 2006 (ZONE X).

WETLAND:
PER THE 2022 SEMCOG WETLAND DATA, THE SITE CONTAINS NO WETLANDS.

ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION:
VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A PRIVATE ROAD OFF OF LIVERNOIS ROAD. THE NEW ROAD WILL HAVE A TWENTY-EIGHT (28) FOOT WIDE ACCESS AGREEMENT. AN EVA WILL BE PROVIDED TO SQUARE LAKE ROAD.

PEDESTRIAN ACCESS AND CIRCULATION:
SIDEWALKS ARE PROVIDED AT BUILDING ENTRANCES TO PARKING FIELDS. THIS WILL BE A WALK FRIENDLY DEVELOPMENT WITH CIRCULATION THROUGHOUT THE DEVELOPMENT WITH CONNECTIONS TO LIVERNOIS ROAD VIA THE EVA.

UTILITIES:
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENION SYSTEMS CONSTRUCTED TO CITY STANDARDS, AT THE EXPENSE OF THE DEVELOPER. EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

100-YEAR DETENTION IS PROPOSED WITH A RESTRICTED OUTLET DISCHARGING THROUGH CITY OF TROY STORM SEWER.

PEA GROUP
t: 844.813.2949
www.peagroup.com

NORTH
0 25 50 100
SCALE: 1" = 50'

811 Know what's below. Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATIONS. NO GUARANTEE IS GIVEN THAT ALL SUCH UTILITIES ARE SHOWN, OR THAT THE LOCATIONS AND ELEVATIONS SHOWN ARE CORRECT. IT IS THE CONTRACTOR'S RESPONSIBILITY TO DETERMINE THE EXACT LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
GFA DEVELOPMENT, INC.
3361 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

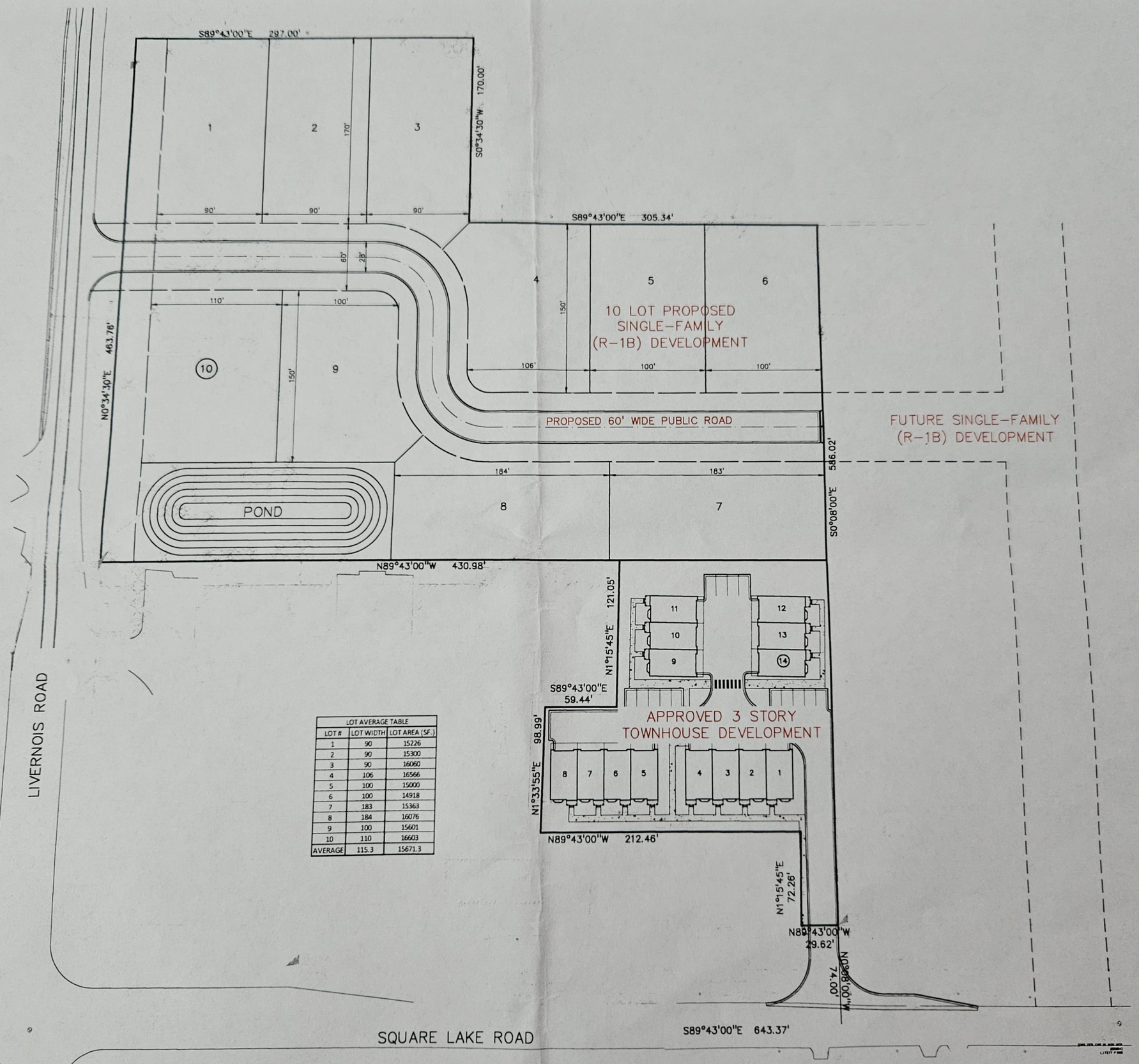
REVISIONS	
REV. PER COMMENTS 6/2/2023	8/
REV. PER COMMENTS 8/24/2023	11/
REV. PER PC COMMENTS 11/28/2023	1/
REV. PER PC COMMENTS 1/9/2024	1/

ORIGINAL ISSUE DATE:
JUNE 1, 2023

DRAWING TITLE
PRELIMINA
SITE PLA

PEA JOB NO.	
P.M.	
DN.	
DES.	
DRAWING NUMBER:	P-2

NOT FOR CONSTRUCTION



LOT AVERAGE TABLE		
LOT #	LOT WIDTH	LOT AREA (SF.)
1	90	15226
2	90	15300
3	90	16060
4	106	16566
5	100	15000
6	100	14918
7	183	15363
8	184	16076
9	100	15601
10	110	16603
AVERAGE	115.3	15671.3

PEA GROUP
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www.peagroup.com

NORTH

0 20 40 80
SCALE: 1" = 40'

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CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,
TROY, MI

REVISIONS	
REV. PER COMMENTS 6/2/2023	8/9/2023
REV. PER COMMENTS 8/24/2023	11/17/2023
REV. PER PC COMMENTS 11/28/2023	12/7/2023

ORIGINAL ISSUE DATE:
JUNE 1, 2023

DRAWING TITLE
PARALLEL PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:

NOT FOR CONSTRUCTION PARALLEL

From: marv schoenherr
To: Ethan Baker; Brent Savidant; blumlg@troymi.gov; Julie Q Dufrane; gfahomes@gmail.com
Cc: Jeff W; Larry Cronin
Subject: Conditions for the Village of Hastings Development
Date: Wednesday, November 12, 2025 4:38:12 PM
Attachments: Hastings Statement to Troy Planning Committee.docx
Hastings Statement to City Council.docx

Some people who received this message don't often get email from marvschoenherr@hotmail.com. Learn why this is important

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

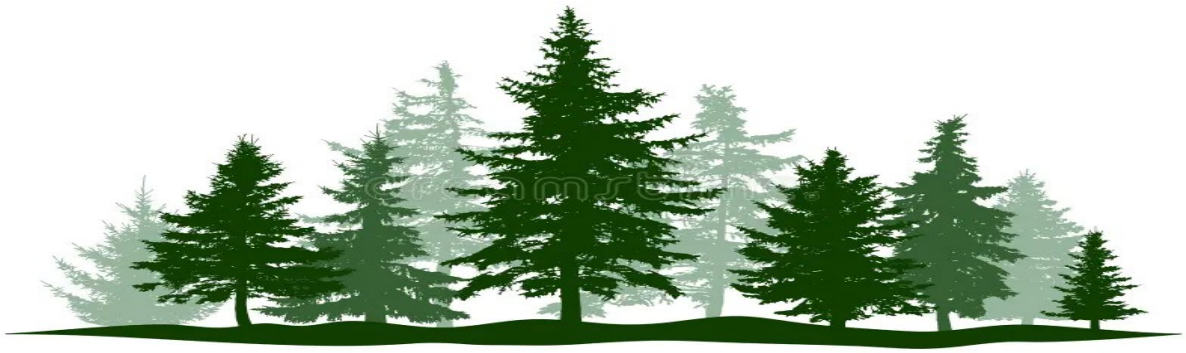
To those involved with the Village of Hastings Development,

I have attached two documents, one to the Troy Planning Committee and one to Troy City Council. The former was presented in April of 2025, for your reference, and I would like the latter to be submitted to the City Council, at the appropriate meeting, on behalf of the Telford Ridge Homeowners Association. We have had much discussion regarding this development, over the years, and we feel strongly about the impact to our community .

If you have any questions, please feel free to contact me.

Thank you for your time and consideration.

Marv Schoenherr
President - Telford Ridge HOA
248-321-6246



Telford Ridge Homeowners Association

Statement to Troy Planning Committee

April 8,2025

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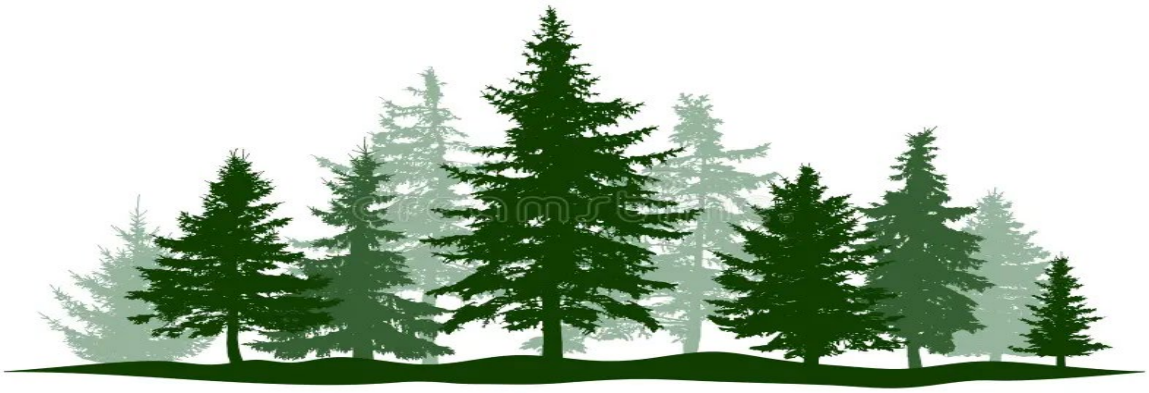


Telford Ridge Homeowners Association

Statement to Troy City Council

November 12, 2025

The Telford Ridge Homeowners Association Board of Directors has reviewed the conditions that were sent to Mr. Jeff Williams regarding the proposed development for the Village of Hastings by Mr. Gary Abitheira. There is no mention of our conditions for support of items #1 and #2, as presented to the City of Troy Planning Committee on April 8, 2025, for said development. After much discussion, over the years, our residents are firm in their position. Please understand that the Telford Ridge Homeowners Association will not support this development unless these two items are agreed to as 'conditions' for proceeding, as Mr. Abitheria has done verbally to us.

Respectfully,

Marv Schoenherr – President

Jeff Williams – Vice President

Larry Cronin – Treasurer/Secretary

CONDITIONAL REZONING AGREEMENT

THIS **CONDITIONAL REZONING AGREEMENT ("Agreement")** is hereby entered into by **GFA DEVELOPMENT INC.**, a Michigan Corporation (the "Developer"), whose address is 985 Elmsford, Troy, Michigan 48083, and the **CITY OF TROY**, a Michigan Municipal Corporation (the "City"), whose address is 500 W Big Beaver, Troy Michigan, 48084.

RECITALS:

A. Developer is the fee owner of certain real property located in the City of Troy, County of Oakland, State of Michigan. The property is more specifically described on Exhibit A attached hereto and referenced herein as the Subject Property (the "Subject Property").

B. The Subject Property is comprised of five separate parcels each with their own zoning designation as identified below: (*See also* Exhibit A-2).

1. 6170 Livernois Road, parcel number 88-20-03-351-004, currently zoned single family residential, R-1B and,

2. 6112 Livernois Road, parcel number 88-20-03-301-023, currently zoned single family residential, R-1B and,

3. 6096 Livernois Road, parcel number 88-20-03-301-024, currently zoned single family residential, R-1B and,

4. 6074 Livernois road, parcel number 88-20-03-301-025, currently zoned single family residential, R-1B and,

5. Vacant land identified as parcel number 88-20-03-301-088, currently zoned Neighborhood Node, NN-Q.

C. Developer submitted an application to conditionally rezone portions of the property to RT zoning, a medium density residential zoning district, which will permit one family attached homes to be constructed.

D. Developer's conditional rezoning application includes Preliminary Site Plans which are attached to this Agreement as Exhibit B and are incorporated by reference.

E. Developer's conditional rezoning application contains voluntarily offered written conditions which serve as an inducement to City to rezone portions of the parcels from R-1B and NN-Q to RT zoning as depicted on Exhibit B, sheet P-2.0).

F. The Michigan Zoning and Enabling Ace ("MZEA") and the City of Troy Zoning Ordinance permit the rezoning of property, and the MZEA at MCL 125.3405 provides that an owner of land may voluntarily offer in writing, and the City may approve, certain use and development of the land as a condition to rezoning the land and/or amending the zoning map.

G. On April 8, 2025, the City of Troy Planning Commission recommended approval of Developer's request to conditionally rezone the Subject Property. (Exhibit C, Planning Commission Resolution).

H. The City, by action of its City Council at its meeting of December 1, 2025, approves Developer's request to rezone the Subject Property in accordance with the voluntarily offered conditions set forth in writing below. (Exhibit D, City Council Resolution).

I. To facilitate the proposed development of the Subject Property, Developer and City have agreed to rezone portions of the Subject Property, consistent with this Conditional

Rezoning Agreement.

1.1 "Effective Date" is the date of the final approval of this Conditional Rezoning Agreement.

DESCRIPTION OF DEVELOPMENT

2.1 Development Description. The development involves the construction of twenty-two (22) new residential condominium units. As depicted on the site plans (Exhibit B), the development will be comprised of eight (8) ranch style single family homes and fourteen (14) two-story attached single family residential units. Three (3) single family residential homes, located 6112 Livernois, 6096 Livernois, and 6074 Livernois, will remain zoned R-1B and used as single-family residential homes as depicted on Exhibit E which is incorporated and adopted by reference.

2.2 Current Ownership of the Subject Property. The Subject Property is currently owned by the Developer. The Developer shall have the subsequent right, if it desires, to assign or transfer the fee title of Subject Property to another entity or an entity to be formed, and this Conditional Rezoning Agreement shall run with the land, and be binding on any such entity.

2.3 Site Plan. The Preliminary Site Plans for the Subject Property are identified as PEA Group Sheet Numbers P.0.0 Cover Sheet, P.1.0 Topographic Land Survey, P.2.0 Preliminary Site Plan, P.3.0 Preliminary Grading Plan, P.4.0 Preliminary Utility Plan, L-1.0 Preliminary Landscape Plan; and T-1.1 Tree Preservation list each of which are attached as Exhibit B and are incorporated by reference.

VOLUNTARILY OFFERED CONDITIONS

Pursuant to the provisions of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as

amended, and pursuant to all applicable provisions of law, Owner seeks to have the Zoning Map of the City of Troy be amended to reflect the conditional rezoning of Parcel Number 88-20-03-301-088 from Neighborhood Node Q (NN-Q) to RT; conditional rezoning of parcel 88-20-03-351-004 from R-1B to RT, and portions of parcels 88-20-03-301-023, 88-20-03-301-023-024, and 88-20-03-301-023-025 from R-1B to RT, One-Family Attached Residential District, in order to construct eighteen (18) attached units and four (4) detached single family units totaling 22 new residential units. The remainder of parcels 88-20-03-301-023, 88-20-03-301-023-024, and 88-20-03-301-023-025 shall remain R-1B zoning as depicted on Exhibit E.

3.1 **Location & Existing Conditions**. The subject property is located on the east side of Livernois Road just north of Square Lake Road. The subject parcel is 5.15 acres total. The site contains four (4) existing homes on parcels which are zoned R-1B and one (1) parcel which is zoned neighborhood node, NN-Q. Surrounding uses include single-family dwellings to the north and west. The properties to the east and south are zoned for commercial use.

3.2 **Existing Zoning & Future Land Use.** Most of the subject property is zoned R-1B; the southern part of the subject property is zoned "NN" Neighborhood Node Q.

3.4 **Voluntary Conditions.** The Developer's voluntarily offered uses and restrictions of the subject property are listed below.

The following conditions are provided voluntarily as conditions of rezoning approval:

A. The total number of newly constructed units within the property proposed to be rezoned to RT shall not exceed 22.

B. The maximum height of all units shall not exceed 28 feet, in compliance with the City's ordinances and regulations.

C. The Developer agrees to rescind his application for the 3-story townhouse project that was previously approved by Planning Commission on May 22, 2018, commonly known as GFA Square Lake, and assigned project number SP-1809 by the City.

D. The preliminary site plans submitted for the Village of Hastings, attached and incorporated as Exhibit B, are approved.

E. Three (3) single family residential parcels will remain zoned R-1B for one family ***(Exhibit E)*** residential use. The properties will be improved through tree trimming and new landscaping. The existing homes will be painted. These improvements will occur within 12 months of the date of this Conditional Rezoning Agreement. Developer or his successors or assigns shall not request a demolition permit for these homes for at least fifteen (15) years after the effective date of this agreement.

F. The proposed development will include a minimum of twenty percent (20%) of site area dedicated to open space within the development. The dedicated open space will be a park for the residents of the Village of Hastings to enjoy. The park will be constructed and equipped by Developer, and will be open to the public, and not be limited to the Village of Hastings residents.

G. As emphasized in the City of Troy's Master Plan for the area of Livernois and Square Lake, Developer will focus on non-vehicular transport, and provide over 2,000 feet of sidewalks and walking paths for the Village of Hastings residents and local residents of the historic Troy Corners area.

H. Landscape screening will be provided to the R-1B zoned properties to the north and the east of the proposed development, as indicated on the incorporated site plan. Per table 13.02-b in the City's Zoning Ordinance (***Exhibit F)***, screening between two residential uses (one-family and two-family dwellings) is not required. The Development will use a combination of alternative 1 and alternative 2 screening styles between the proposed development and the existing single-family homes, as set forth on ***See Exhibit B, Sheet L-1.0, Landscape calculations Chart***.

I. Developer shall use building materials that are a mix of brick, asphalt shingles, LP plank siding or similar materials with a variety of color palates and durable low-maintenance or maintenance free materials.

J. Developer shall construct a two-car garage for each unit, and at least ten (10) additional guest parking spaces for the development.

K. Developer shall construct eight (8) ranch style single family homes in a maximum of six (6) buildings.

L. Developer shall construct fourteen (14) two-story attached single-family homes in a maximum of seven (7) buildings.

REZONING AND CONDITIONS SUBSEQUENT TO REZONING

4.1 Rezoning. The City hereby agrees to rezone the subject property, excluding the three single family homes depicted on Exhibit E from R-1B, Single Family residential

and “NN” Neighborhood Node Q to RT, One-Family Attached Residential District in order to construct eighteen (18) attached and four (4) Detached single-family Units for a total of 22 units.

4.2 Conditions Subsequent to Rezoning. If the Developer fails to significantly commence this proposed development on the subject property within two years of this Agreement’s effective date, this Agreement shall be null and void and the zoning designations for the subject property shall revert to the existing zoning designations as depicted on Exhibit 4.2. The Developer acknowledges that pulling permit(s) to commence physical improvements or construction is insufficient to satisfy this provision. The City, through its Zoning Administrator or their designee, shall be the sole arbiter of whether the development has commenced significantly.

GENERAL PROVISIONS

5.1 Site Plan Approval. The City hereby approves the Preliminary Site Plan as attached as Exhibit B and incorporated by reference. Minor modifications to the site plan may be requested during the course of final site plan review based on factors discovered during the course of civil or architectural drawing preparation or in the field during the construction of the Improvements, or upon subsequent request of the Developer. For purposes of expediency, any such requested minor modification to the site plan shall be reviewed and, if reasonable, may be administratively approved by the city staff, provided that such changes comply with the Troy Zoning Ordinance and the intent of this Agreement. A minor modification is defined as any change that does not significantly or substantively alter the site plan or the conditions set forth in this Agreement The determination of whether a change is a minor modification is in the sole discretion of the City’s Zoning Administrator

or his/her designee. Any minor modifications to the site plan must be approved in writing. If a modification is more than minor, then a revised site plan shall be submitted to the Planning Commission for review and proposed recommendation to City Council, along with proposed amendments to the Conditional Rezoning Agreement. The Troy City Council shall have final approval authority over a revised site plan and an amended Conditional Rezoning Agreement where the modifications are considered more than minor modifications.

5.2 Deviations from Zoning Ordinance Standards. The City hereby approves the following deviations:

A. Developer is permitted a maximum of 22 residential units on the entire Subject Property.

B. Developer is permitted a maximum building height of two (2) stories or 28 feet to the midpoint of the highest peak, as measured from the average of the front and rear walls of the building units.

5.3 City's Representations and Warranties.

A. Authority. The City has the authority to enter into this Conditional Rezoning Agreement under Article 16, Section 16.04 of Troy's Zoning Ordinance. The City's authority shall be evidenced by appropriate resolutions of the Troy City Council.

B. Transfer of Ownership. Developer is permitted to transfer the title of each or any parcel to an entity in which the principals of the Developer maintain more than 51% ownership interest. If such transfer is made prior to substantial completion of the physical improvement, such transfer shall not constitute an event of default under this Conditional Rezoning Agreement.

C. Sole Authority. The City Council is the sole and appropriate municipal body to

enter into the Conditional Rezoning Agreement with the Developer.

D. Plan Review. The City will timely review the plans and documents submitted for building permits, public utilities, signage, and all proposed amendments submitted by the Developer.

E. Uses. The intended land uses for the subject property are permitted uses as outlined in the City's RT zoning district for one-family attached residential units. (Exhibit G).

F. Validity of Uses. In the event that the Troy Zoning Ordinance is amended such that the uses provided for in this Conditional Rezoning Agreement for the RT zoning district are no longer permitted uses of right, the improvements completed in accordance with this Conditional Rezoning Agreement shall be considered legally nonconforming and continuation of those uses shall be governed by Chapter 39, Article 14, Nonconforming Lots, Uses, and Structures, of the Troy Zoning Ordinance, and any subsequent amendments thereto.

G. Restraints. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.

H. Disclosure. No representation of warranty by the City, or any statement or certificate furnished to the Developer pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

I. Litigation. The City has no notice of and there is no known pending or threatened litigation, administrative action, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality

thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

5.4 Developer's Representations and Warranties.

A. Organization. Developer is duly organized and validly existing corporation in good standing under the laws of the State of Michigan, and has all requisite power and authority to own and operate its assets and properties, to carry on its' business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.

B. Authorization. The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by the Developer who is the owner of the subject property and has the authority to enter into a binding agreement

C. Restraints. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the Developer's organizational documents, or any agreement to which the Developer is a party or by which it is bound.

D. Disclosure. No representation of warranty by the Developer, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

E. Litigation. The Developer has no notice of and there is no known pending or threatened litigation, administrative action, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or

instrumentality thereof which would affect the Developer or its principals from carrying out the covenants and promises made herein.

F. Financial. The Developer is financially able to develop the Development Parcel as depicted in the Preliminary Site Plan and as outlined in this Agreement.

G. Compliance with Laws. The Developer shall comply with all laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Development Parcel.

H. Taxes and Assessments. After the effective date of this Conditional Rezoning Agreement, the owner of the Development Parcel shall pay on or before the date by which penalties are assessed, all real estate taxes and special assessments levied against the Development Parcel.

NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing, signed by an authorized representative of the City or the Developer and mailed by certified or registered mail, return receipt requested or personally delivered, sent by overnight courier or sent by electronic transmission to a party as follows:

To City: Community Development Director
City of Troy
500 W Big Beaver
Troy, Michigan 48084
Telephone: (248) 524-3364
SavidantB@troymi.gov

With a Copy To: City Attorney
City of Troy

500 W Big Beaver
Troy, Michigan 48084
Telephone: (248) 524-3320
BluhmLG@troymi.gov

To Developer/ Owner:
GFA Development Inc.
985 Elmsford Drive
Troy, Michigan 48083
Telephone: (248) 840-2828
Gabitheira@wideopenwest.com

All such notices, certificates or other communications shall be deemed served upon the date of personal delivery, the day after delivery to a recognized overnight courier, the date the receiving party acknowledges receipt of a transmission by any electronic means two days after mailing by register or certified mail. Any party may by written notice given under this Conditional Rezoning Agreement modify the designees or addresses to which subsequent notices, certificates or communications hereunder shall be sent.

MISCELLANEOUS

7.1 Non-Liability of City, Officials, and Employees. No City official, officer, employee, board member, City Council member, elected or appointed official, attorney, consultant, advisor, agent and representative, shall be personally liable to the Developer for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

7.2 Successors/Provisions Running with the Land. This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors, heirs, assigns and transferees.

7.3 Recording. This Conditional Rezoning Agreement shall constitute deed restrictions

on the subject property. The Developer shall record this Agreement with the Oakland County Register of Deeds at its own expense within fourteen (14) days of its approval by City Council, and it shall provide the Troy City Clerk with a certified copy of the agreement as recorded. Failure to record this Agreement as provided for herein shall constitute a default.

7.4 Complete Agreement. This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement and it may not be amended or its terms varied except in writing and signed by the required parties.

7.5 Conflicts. In the event of conflict between the provisions of this Conditional Rezoning Agreement and the provisions of the Troy Zoning Ordinance, the provisions of this Conditional Rezoning Agreement shall prevail.

7.6 Default Remedies of Developer. The City shall not be in default in any term or condition of this Agreement unless and until the Developer has provided the City with written notice that the City has failed to comply with an obligation under this Agreement, and the City has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the City has failed to commence the cure within such period and thereafter diligently pursued the cure. In the event of a default, the Developer's sole remedy at law or in equity shall be the right to seek specific performance as to the issuance of approvals, consents, or the issuance of building permits required by the City pursuant to this Conditional Rezoning Agreement.

7.7 Default Remedies of City. The Developer shall not be in default in any term or condition of this Agreement unless and until the City has provided the Developer with

written notice that the Developer has failed to comply with an obligation under this Agreement, and the Developer has failed to cure such failure within thirty (30) days of the written notice, unless the nature of the noncompliance is such that it cannot be cured with due diligence within such period, in which case the Developer has failed to commence the cure within such period and thereafter diligently pursued the cure. Except for situations where there is an imminent risk of harm that needs to be immediately addressed, in the event of a default, the City's sole remedy at law or in equity shall be the right to seek specific performance of the obligations of the Developer pursuant to this Conditional Rezoning Agreement.

7.8 Third-Party Benefits. No term or provision of this Conditional Rezoning Agreement is intended to be, or shall be, for the benefit of any person not a party to the Agreement, and no such person shall have any right or cause of action hereunder.

7.9 Severability. The invalidity of any article, section, subsection, clause or provision of this Agreement shall not affect the validity of the remaining articles, sections, subsections, clauses, or provisions hereof, which shall remain valid and enforceable to the fullest extent permitted by law.

7.10 Waive of Breach. A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. A failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the

exercise of any right or remedy in the event of a default shall not constitute a waiver of any such default in such covenant, agreement, term or condition.

7.11 Governing Law. This Conditional Rezoning Agreement shall be governed by, construed and enforced in accordance with the laws of the State of Michigan. The Developer agrees, consents and submits to the personal jurisdiction of any competent court of jurisdiction in Oakland County, Michigan, for any action brought against it arising out of this Conditional Rezoning Agreement. The Developer also agrees that it will not commence any action against the City because of any matter whatsoever arising out of, or relating to, the validity, construction, interpretation and enforcement of this Agreement in any courts other than those within Oakland County, Michigan.

GFA DEVELOPMENT INC.
a Michigan corporation

By: _____
Gary Abitheira
Its: President

STATE OF MICHIGAN)
) Ss
COUNTY OF OAKLAND)

The foregoing CONDITIONAL REZONING AGREEMENT was acknowledged before me this ____ day of _____, 2025, by Gary Abitheira, President of GFA Development Inc., on behalf of the Company.

_____
_____Notary Public
_____County, Michigan
My Commission Expires: _____

SIGNATURES CONTINUE ON NEXT PAGE

CITY OF TROY, MICHIGAN
a Michigan municipality

By: Ethan Baker
Its: Mayor

STATE OF MICHIGAN)
) Ss
COUNTY OF OAKLAND)

Subscribed and sworn before me the ____ day of _____, 2025, by Ethan Baker, Mayor of City of Troy on behalf of the City of Troy, a Michigan municipality.

_____Notary Public
_____County, Michigan
My Commission Expires: _____

CITY OF TROY, MICHIGAN
a Michigan municipality

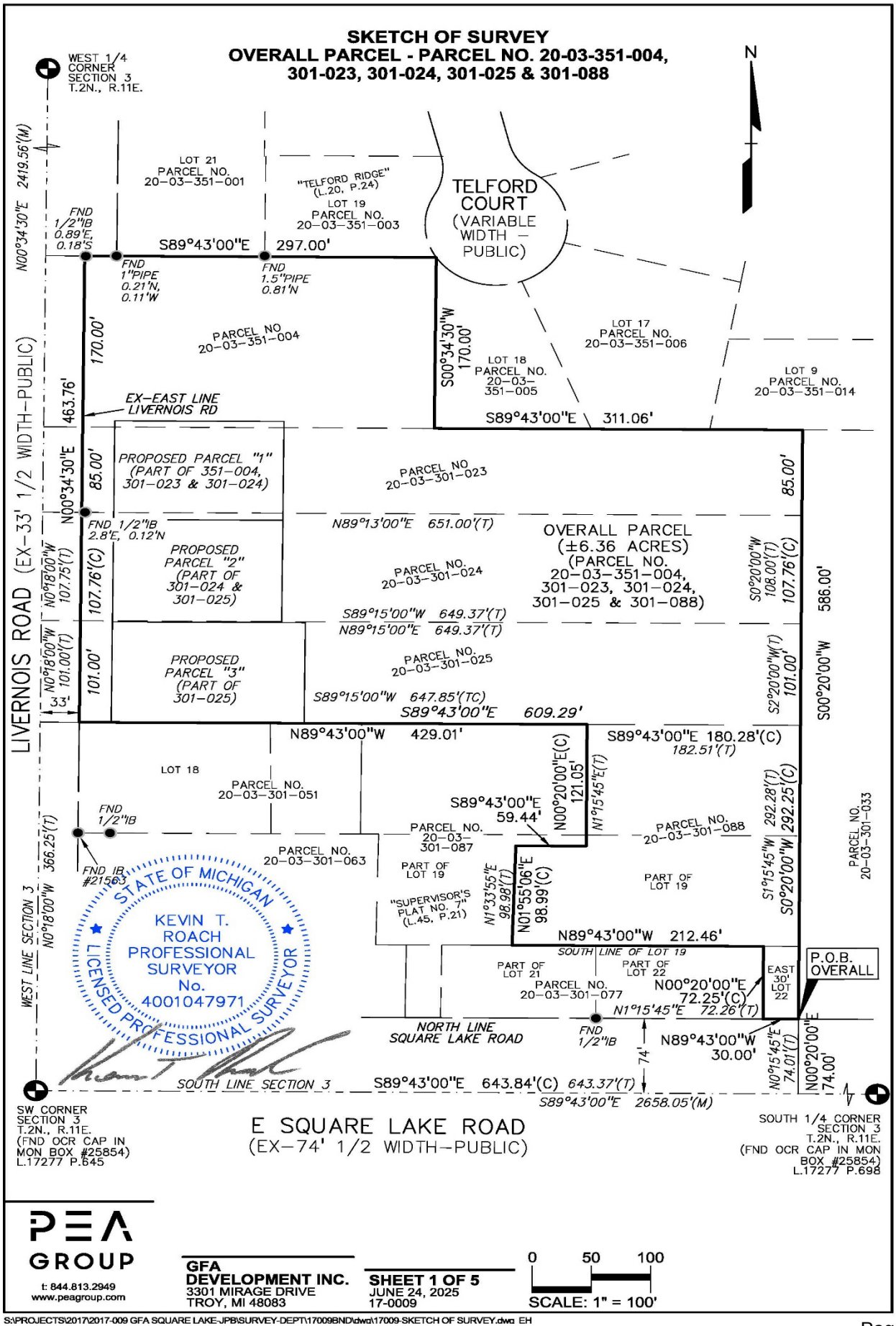
By: M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) Ss
COUNTY OF OAKLAND)

Subscribed and sworn before me the ____ day of _____, 2025, by M. Aileen Dickson, Clerk of City of Troy on behalf of the City of Troy, a Michigan municipality.

_____Notary Public
_____County, Michigan
My Commission Expires: _____

EXHIBIT A


SKETCH OF SURVEY
OVERALL PARCEL - PARCEL NO. 20-03-351-004,
301-023, 301-024, 301-025 & 301-088
N
WEST 1/4 CORNER SECTION 3 T.2N., R.11E.
N00°34'30"E 2419.56'(M)
LIVERNOIS ROAD (EX-33' 1/2 WIDTH-PUBLIC)
LOT 21 PARCEL NO. 20-03-351-001
"TELFORD RIDGE" (L.20, P.24)
LOT 19 PARCEL NO. 20-03-351-003
TELFORD COURT (VARIABLE WIDTH - PUBLIC)
FND 1/2"IB 0.89'E, 0.18'S
S89°43'00"E 297.00'
FND 1"PIPE 0.21'N, 0.11'W
FND 1.5"PIPE 0.81'N
PARCEL NO 20-03-351-004
S00°34'30"W 170.00'
LOT 17 PARCEL NO. 20-03-351-006
LOT 18 PARCEL NO. 20-03-351-005
LOT 9 PARCEL NO. 20-03-351-014
170.00'
463.76'
EX-EAST LINE LIVERNOIS RD
S89°43'00"E 311.06'
PROPOSED PARCEL "1" (PART OF 351-004, 301-023 & 301-024)
PARCEL NO 20-03-301-023
85.00'
N00°34'30"E
FND 1/2"IB 2.8'E, 0.12'N
N89°13'00"E 651.00'(T)
OVERALL PARCEL (±6.36 ACRES) (PARCEL NO. 20-03-351-004, 301-023, 301-024, 301-025 & 301-088)
PROPOSED PARCEL "2" (PART OF 301-024 & 301-025)
PARCEL NO. 20-03-301-024
S89°15'00"W 649.37'(T)
N89°15'00"E 649.37'(T)
S0°20'00"W 108.00'(T)
107.76'(C)
586.00'
N0°18'00"W 107.75'(T)
107.76'(C)
101.00'
PROPOSED PARCEL "3" (PART OF 301-025)
PARCEL NO. 20-03-301-025
S89°15'00"W 647.85'(TC)
S89°43'00"E 609.29'
S2°20'00"W(T) 101.00'
S00°20'00"W
N0°18'00"W 101.00'(T)
33'
N89°43'00"W 429.01'
S89°43'00"E 180.28'(C)
182.51'(T)
LOT 18
PARCEL NO. 20-03-301-051
FND 1/2"IB
S89°43'00"E 59.44'
N00°20'00"E(C) 121.05'
N1°15'45"E(T)
PARCEL NO. 20-03-301-088
292.28'(T)
292.25'(C)
PARCEL NO. 20-03-301-033
PARCEL NO. 20-03-301-063
PART OF LOT 19
"SUPERVISOR'S PLAT NO. 7" (L.45, P.21)
N1°33'55"E 98.98'(T)
N01°55'06"E 98.99'(C)
S1°15'45"W
S0°20'00"W
N89°43'00"W 212.46'
SOUTH LINE OF LOT 19
PART OF LOT 21
PART OF LOT 22
PARCEL NO. 20-03-301-077
N00°20'00"E 72.25'(C)
N1°15'45"E 72.26'(T)
EAST 30' LOT 22
P.O.B. OVERALL
NORTH LINE SQUARE LAKE ROAD
FND 1/2"IB
N89°43'00"W 30.00'
74'
N0°15'45"E 74.01'(T)
N00°20'00"E 174.00'
WEST LINE SECTION 3
N0°18'00"W 366.25'(T)
FND IB #21563
STATE OF MICHIGAN
KEVIN T. ROACH
PROFESSIONAL SURVEYOR
No. 4001047971
LICENSED PROFESSIONAL SURVEYOR
SOUTH LINE SECTION 3
S89°43'00"E 643.84'(C) 643.37'(T)
S89°43'00"E 2658.05'(M)
SW CORNER SECTION 3 T.2N., R.11E. (FND OCR CAP IN MON BOX #25854) L.17277 P.645
E SQUARE LAKE ROAD
(EX-74' 1/2 WIDTH-PUBLIC)
SOUTH 1/4 CORNER SECTION 3 T.2N., R.11E. (FND OCR CAP IN MON BOX #25854) L.17277 P.698
PEA GROUP
t: 844.813.2949
www.peagroup.com
GFA DEVELOPMENT INC.
3301 MIRAGE DRIVE
TROY, MI 48083
SHEET 1 OF 5
JUNE 24, 2025
17-0009
0 50 100
SCALE: 1" = 100'
S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JPB\SURVEY-DEPT\17009BND\dwg\17009-SKETCH OF SURVEY.dwg EH

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(PER OAKLAND COUNTY TAX ASSESSING)

PARCEL NO. 20-03-351-004
T2N, R11E, SEC 3 NORTH 170 FEET OF SOUTH 830 FEET OF WEST 330 FEET OF SW 1/4

PARCEL NO. 20-03-301-023
T2N, R11E, SEC 3 NORTH 85 FEET OF SOUTH 660 FEET OF WEST 643.50 FEET OF SW 1/4

PARCEL NO. 20-03-301-024
T2N, R11E, SEC 3 PART OF SW 1/4 BEG AT PT DIST N00-18-00W 467.25 FEET FROM SW SEC COR, THENCE N00-18-00W 107.75 FEET, THENCE N89-13-00E 651 FEET, THENCE S00-20-00W 108 FEET, THENCE S89-15-00W 649.37 FEET TO BEG

PARCEL NO. 20-03-301-025
T2N, R11E, SEC 3 PART OF SW 1/4 BEG AT PT DIST N00-18-00W 366.25 FEET FROM SW SEC COR, THENCE N00-18-00W 101 FEET, THENCE N89-15-00E 649.37 FEET, THENCE S02-20-00W 101 FEET, THENCE S89-15-00W 647.85 FEET TO BEG

PARCEL NO. 20-03-301-088
T2N, R11E, SEC 3 SUPERVISOR'S PLAT NO. 7 PART OF LOTS 19 & 22, ALSO PART OF SW 1/4 ALL DESC AS BEG AT PT DIST S89-43-00E 643.37 FEET & N00-15-45E 74.01 FEET FROM SW SEC COR, THENCE N89-43-00W 30 FEET, THENCE N01-15-45E 72.26 FEET, THENCE N89-43-00W 212.46 FEET, THENCE N01-33-55E 98.98 FEET, THENCE S89-43-00E 59.44 FEET, THENCE N01-15-45E 121.05 FEET, THENCE S89-43-00E 182.51 FEET, THENCE S01-15-45W 292.28 FEET TO BEG

LEGAL DESCRIPTION
(PER PEA GROUP)

OVERALL PARCEL (PARCEL NO. 20-03-351-004, 20-03-301-023, 20-03-301-024, 20-03-301-025 and 20-03-301-088)
Part of Lots 19 and 22 of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records, together with part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of said Supervisors Plat; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road (74' half width) and the Point of Beginning; thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of said Lot 22; thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°55'06"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 429.01 feet to the east line of Livernois Road (33' half width); thence along said east line, N00°34'30"E, 463.76 feet to the easterly extension of the south line of "Telford Ridge" as recorded in Liber 206, page 24 Oakland County Records; thence along said south line, S89°43'00"E, 297.00 feet to the west line of said Telford Ridge; thence along said west line, S00°34'30"W, 170.00 feet to the south line of said Telford Ridge, said line also being the north line of the south 660 feet of the southwest 1/4 of said Section 3; thence along said south line, S89°43'00"E, 311.06 feet to the northerly extension of the east line of said Supervisors Plat; thence along said east line, S00°20'00"W, 586.00 feet to the aforementioned north line of East Square Lake Road and the Point of Beginning.
Containing 6.36 acres of land more or less.

STATE OF MICHIGAN
KEVIN T. ROACH
PROFESSIONAL SURVEYOR
No. 4001047971
LICENSED PROFESSIONAL SURVEYOR

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT INC.
3301 MIRAGE DRIVE
TROY, MI 48083

JUNE 24, 2025
17-0009

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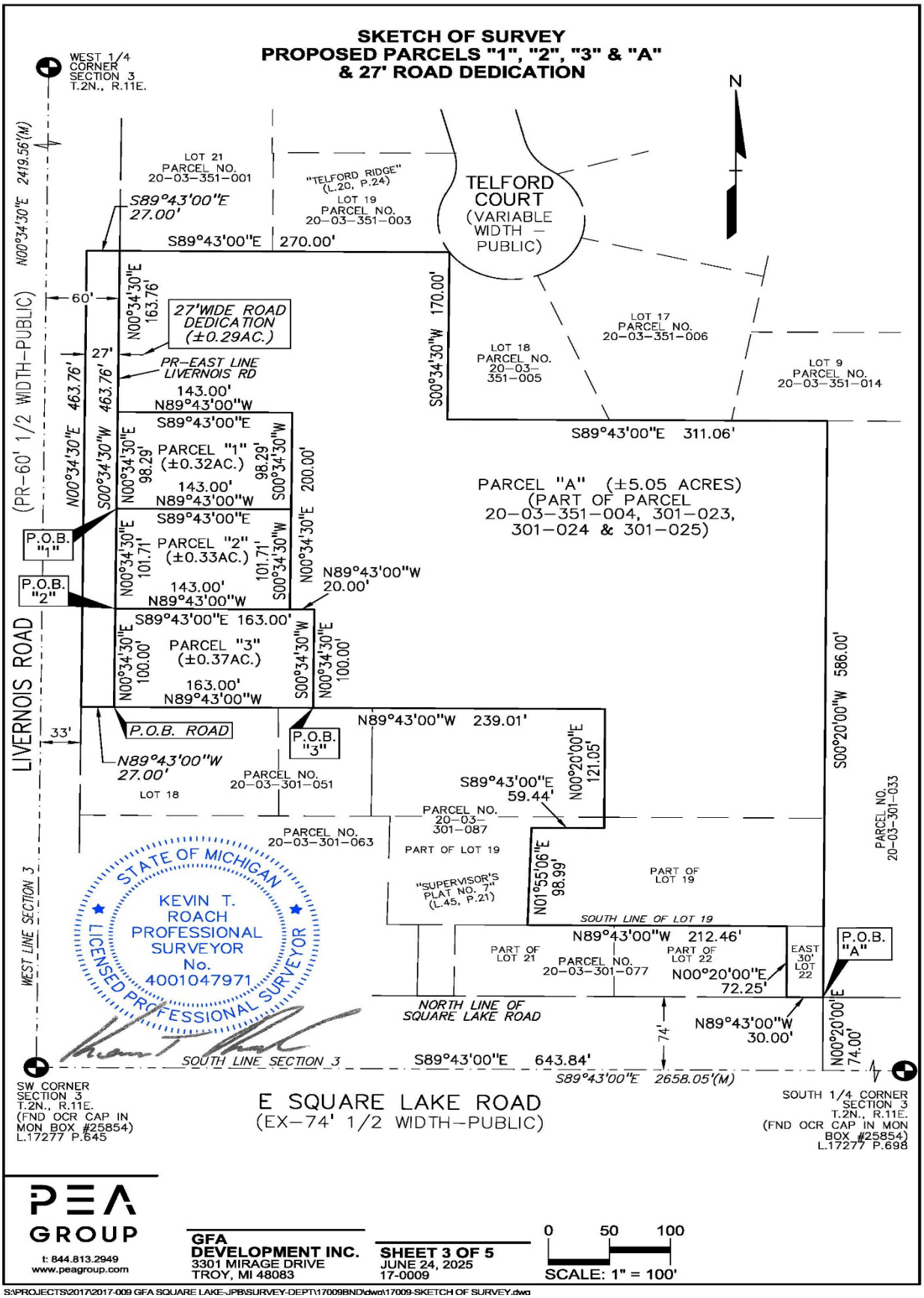
SKETCH OF SURVEY
PROPOSED PARCELS "1", "2", "3" & "A"
& 27' ROAD DEDICATION
WEST 1/4 CORNER SECTION 3 T.2N., R.11E.
N
LOT 21 PARCEL NO. 20-03-351-001
"TELFORD RIDGE" (L.20, P.24)
LOT 19 PARCEL NO. 20-03-351-003
TELFORD COURT (VARIABLE WIDTH - PUBLIC)
S89°43'00"E 27.00'
S89°43'00"E 270.00'
N00°34'30"E 2419.56'(M)
(PR-60' 1/2 WIDTH-PUBLIC)
60'
27'
N00°34'30"E 463.76'
S00°34'30"W 463.76'
N00°34'30"E 163.76'
27'WIDE ROAD DEDICATION (±0.29AC.)
PR-EAST LINE LIVERNOIS RD
143.00' N89°43'00"W
S89°43'00"E
PARCEL "1" (±0.32AC.)
N00°34'30"E 98.29'
S00°34'30"W 98.29'
143.00' N89°43'00"W
S89°43'00"E
PARCEL "2" (±0.33AC.)
N00°34'30"E 101.71'
S00°34'30"W 101.71'
143.00' N89°43'00"W
S89°43'00"E 163.00'
PARCEL "3" (±0.37AC.)
N00°34'30"E 100.00'
S00°34'30"W 100.00'
163.00' N89°43'00"W
S00°34'30"W 200.00'
N00°34'30"E 200.00'
N89°43'00"W 20.00'
S00°34'30"W 170.00'
LOT 17 PARCEL NO. 20-03-351-006
LOT 18 PARCEL NO. 20-03-351-005
LOT 9 PARCEL NO. 20-03-351-014
S89°43'00"E 311.06'
PARCEL "A" (±5.05 ACRES)
(PART OF PARCEL 20-03-351-004, 301-023, 301-024 & 301-025)
P.O.B. "1"
P.O.B. "2"
P.O.B. "3"
P.O.B. ROAD
LIVERNOIS ROAD
33'
N89°43'00"W 27.00'
N89°43'00"W 239.01'
S00°20'00"W 586.00'
N00°20'00"E 121.05'
S89°43'00"E 59.44'
LOT 18
PARCEL NO. 20-03-301-051
PARCEL NO. 20-03-301-063
PARCEL NO. 20-03-301-087
PART OF LOT 19
"SUPERVISOR'S PLAT NO. 7" (L.45, P.21)
N01°55'06"E 98.99'
PART OF LOT 19
PARCEL NO. 20-03-301-033
SOUTH LINE OF LOT 19
N89°43'00"W 212.46'
PART OF LOT 21
PARCEL NO. 20-03-301-077
PART OF LOT 22
N00°20'00"E 72.25'
EAST 30' LOT 22
P.O.B. "A"
NORTH LINE OF SQUARE LAKE ROAD
74'
N89°43'00"W 30.00'
N00°20'00"E 74.00'
WEST LINE SECTION 3
SOUTH LINE SECTION 3
S89°43'00"E 643.84'
S89°43'00"E 2658.05'(M)
STATE OF MICHIGAN
KEVIN T. ROACH
PROFESSIONAL SURVEYOR
No. 4001047971
LICENSED PROFESSIONAL SURVEYOR
SW CORNER SECTION 3 T.2N., R.11E. (FND OCR CAP IN MON BOX #25854) L.17277 P.645
E SQUARE LAKE ROAD
(EX-74' 1/2 WIDTH-PUBLIC)
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SCALE: 1" = 100'
S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JPB\SURVEY-DEPT\17009BND\dwg\17009-SKETCH OF SURVEY.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(PER PEA GROUP)

27' WIDE ROAD DEDICATION
A 27 foot wide road dedication over part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as: Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of "Supervisors Plat No. 7", as recorded in Liber 45 on pages 21 and 21A, Oakland County Records; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road (74' half width); thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of said Lot 22; thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°55'06"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 239.01 feet; thence continuing N89°43'00"W, 163.00 feet to the proposed east line of Livernois Road (proposed 60' half width) and the POINT OF BEGINNING;
thence continuing N89°43'00"W, 27.00 feet to the existing east line of Livernois Road;
thence along said existing line, N00°34'30"E, 463.76 feet; thence S89°43'00"E, 27.00 feet to the aforementioned proposed east line of Livernois Road;
thence along said proposed line, S00°34'30"W, 463.76 feet, said line being 27 feet easterly of and parallel to the west line of said Section 3 and the POINT OF BEGINNING.
Containing 0.29 acres of land, more or less.

LEGAL DESCRIPTION
(PER PEA GROUP)

PROPOSED PARCEL "A" (PART OF PARCEL NO. 20-03-351-004, 20-03-301-023, 20-03-301-024, 20-03-301-025 and 20-03-301-088)
A parcel of land over part of Lots 19 and 22 of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records, together with part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as:
Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of said Supervisors Plat; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road (74' half width), and the POINT OF BEGINNING;
thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of said Lot 22;
thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of said Lot 19;
thence along said south line N89°43'00"W, 212.46 feet;
thence N01°55'06"E, 98.99 feet;
thence S89°43'00"E, 59.44 feet;
thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat;
thence along said line, N89°43'00"W, 239.01 feet;
thence N00°34'30"E, 100.00 feet;
thence N89°43'00"W, 20.00 feet;
thence N00°34'30"E, 200.00 feet;
thence N89°43'00"W, 143.00 feet to the proposed east line of Livernois Road (60' half width);
thence along said east line, N00°34'30"E, 163.76 feet to the south line of "Telford Ridge" as recorded in Liber 206, page 24 Oakland County Records;
thence along said south line, S89°43'00"E, 270.00 feet to the west line of said Telford Ridge;
thence along said west line, S00°34'30"W, 170.00 feet to the south line of said Telford Ridge, said line also being the north line of the south 660 feet of the southwest 1/4 of said Section 3;
thence along said south line, S89°43'00"E, 311.06 feet to the northerly extension of the east line of said Supervisors Plat;
thence along said east line, S00°20'00"W, 586.00 feet to the aforementioned north line of East Square Lake Road and the POINT OF BEGINNING.
Containing 5.05 acres of land, more or less.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT INC.
3301 MIRAGE DRIVE
TROY, MI 48083

SHEET 4 OF 5
JUNE 24, 2025
17-0009

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JPB\SURVEY-DEPT\17009BND\dwg\17009-SKETCH OF SURVEY.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (PER PEA GROUP)

PROPOSED PARCEL "1" (PART OF PARCEL NO. 20-03-351-004, 20-03-301-023 and 20-03-301-024)

A parcel of land over part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as:
Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road, (74' half width); thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of Lot 22; thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°55'06"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 239.01 feet; thence continuing N89°43'00"W, 163.00 feet to the proposed east line of Livernois Road (60' half width); thence along said east line, N00°34'30"E, 201.71 feet to the POINT OF BEGINNING;
thence continuing along said east line, N00°34'30"E, 98.29 feet;
thence S89°43'00"E, 143.00 feet;
thence S00°34'30"W, 98.29 feet;
thence N89°43'00"W, 143.00 feet to the aforementioned east line of Livernois Road and the POINT OF BEGINNING.
Containing 0.32 acres of land, more or less.

LEGAL DESCRIPTION (PER PEA GROUP)

PROPOSED PARCEL "2" (PART OF PARCEL NO. 20-03-301-024 and 20-03-301-025)

A parcel of land over part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as:
Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road, (74' half width); thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of Lot 22; thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°55'06"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 239.01 feet; thence continuing N89°43'00"W, 163.00 feet to the proposed east line of Livernois Road (60' half width); thence along said east line, N00°34'30"E, 100.00 feet to the POINT OF BEGINNING;
thence continuing along said east line, N00°34'30"E, 101.71 feet;
thence S89°43'00"E, 143.00 feet;
thence S00°34'30"W, 101.71 feet;
thence N89°43'00"W, 143.00 feet to the aforementioned east line of Livernois Road and the POINT OF BEGINNING.
Containing 0.33 acres of land, more or less.

LEGAL DESCRIPTION (PER PEA GROUP)

PROPOSED PARCEL "3" (PART OF PARCEL NO. 20-03-301-025)

A parcel of land over part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as:
Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.84 feet to the southerly extension of the east line of "Supervisors Plat No. 7", as recorded in Liber 45 on pages 21 and 21A, Oakland County Records; thence along said east line, also being the east line of Lot 22, N00°20'00"E, 74.00 feet to the north line of East Square Lake Road (74' half width); thence along said north line, N89°43'00"W, 30.00 feet to the west line of the east 30' of said Lot 22; thence N00°20'00"E, 72.25 feet along said west line to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°55'06"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N00°20'00"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 239.01 feet to the POINT OF BEGINNING;
thence N89°43'00"W, 163.00 feet to the proposed east line of Livernois Road (60' half width);
thence along said east line, N00°34'30"E, 100.00 feet;
thence S89°43'00"E, 163.00 feet;
thence S00°34'30"W, 100.00 feet to the aforementioned easterly extension of the north line of Lot 18 and the
POINT OF BEGINNING.
Containing 0.37 acres of land, more or less.

STATE OF MICHIGAN
KEVIN T. ROACH
PROFESSIONAL SURVEYOR
No. 4001047971
LICENSED PROFESSIONAL SURVEYOR

PEA GROUP
t: 844.813.2949
www.peagroup.com

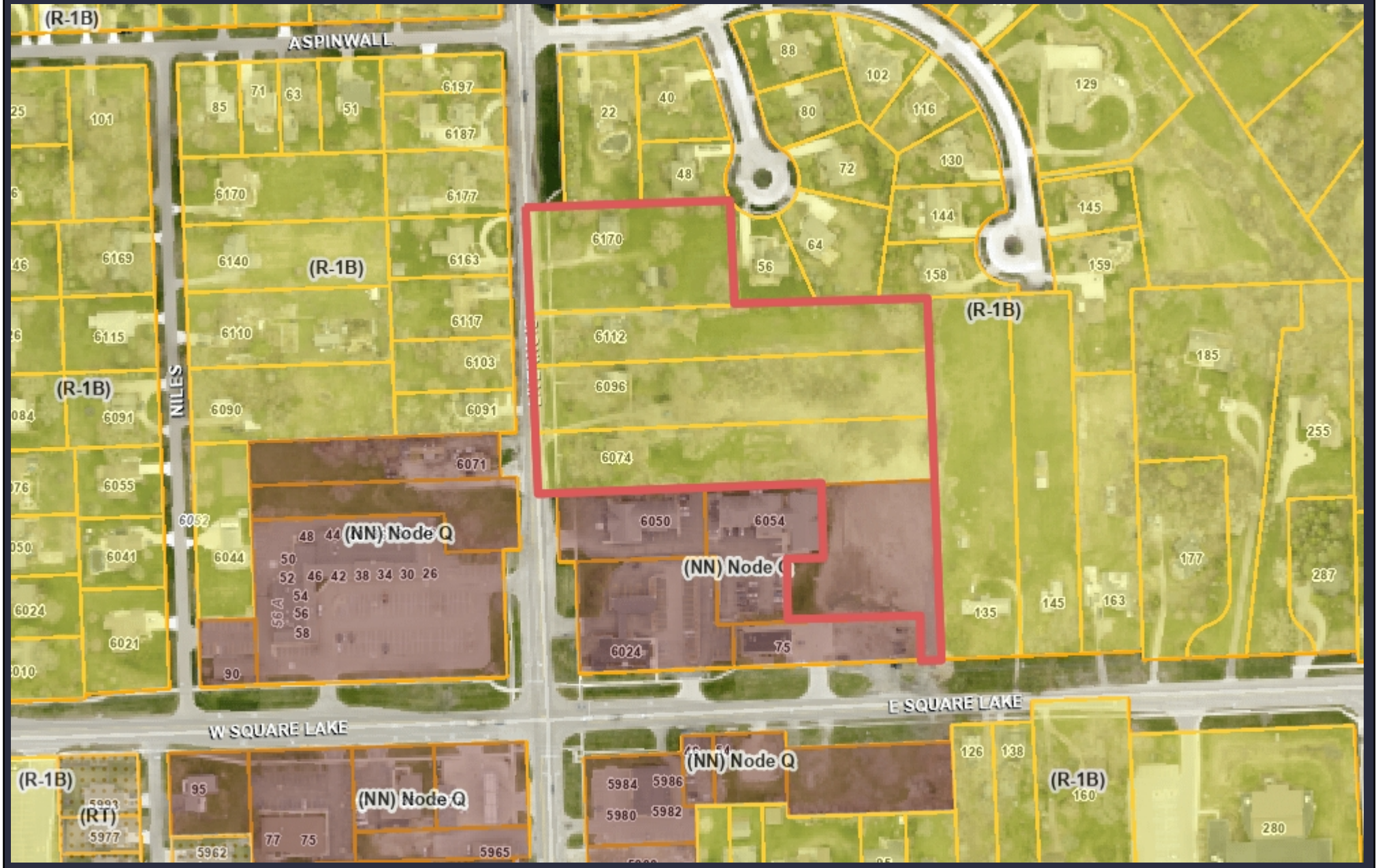
GFA DEVELOPMENT INC.
3301 MIRAGE DRIVE
TROY, MI 48083

SHEET 5 OF 5
JUNE 24, 2025
17-0009

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JPB\SURVEY-DEPT\17009BND\dwg\17009-SKETCH OF SURVEY.dwg

EXHIBIT A-2

GIS Online



577 0 288 577 Feet

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.

EXHIBIT B

SITE PLAN

The Site Plan and related plans referenced in Section 2.4 of the Conditional Rezoning Agreement are maintained in the records of the City of Troy, Michigan and are identified as follows:

P.0.0 - Cover Sheet

P.1.0 - Topographic Survey, prepared by PEA Group Engineers

P.3.0 – Preliminary Grading Plan, prepared by PEA Group Engineers

P.4.0 – Preliminary Utility Plan, prepared by PEA Group Engineers

L.1.0 – Preliminary Landscape Plan, prepared by PEA Group Engineers

T.1.1 – Tree Preservation List

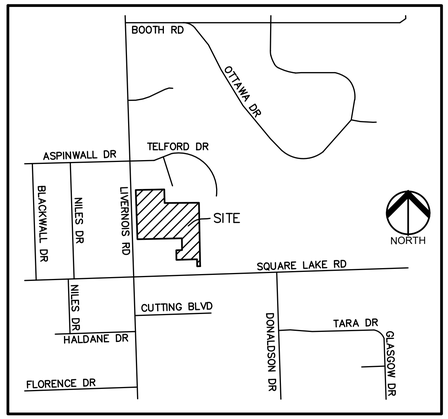
PRELIMINARY SITE PLAN

THE VILLAGE OF HASTINGS

PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,

CITY OF TROY, OAKLAND COUNTY, MICHIGAN

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



LOCATION MAP
NO SCALE

INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.0	TOPOGRAPHIC SURVEY
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
L-1.0	PRELIMINARY LANDSCAPE PLAN
L-1.1	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN
T-1.1	TREE PRESERVATION LIST
	ARCHITECTURAL PLANS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS - OPTION A
A300	3D VIEWS
A100	FIRST FLOOR UNIT PLAN
A200	ELEVATIONS
A300	3D VIEWS
A101	FIRST FLOOR UNIT PLANS
A102	STANDARD SECOND FLOOR UNIT PLANS
A200	STANDARD NORTH & SOUTH ELEVATION
A201	STANDARD EAST & WEST ELEVATION
A400	STANDARD AXONMETRIC VIEWS
P-1	SITE PHOTOMETRIC PLAN

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER

GFA DEVELOPMENT, INC.
986 ELMSFORD DRIVE
TROY, MI 48083
CONTACT: GARY ABITHEIRA
PHONE: 248.840.2828
EMAIL: GABITHEIRA@WIDEOPENWEST.COM

CIVIL ENGINEER

PEA GROUP
1849 POND RUN
AUBURN HILLS, MI 48326
CONTACT: JOHN B. THOMPSON, PE
PHONE: 844.813.2949
EMAIL: JTHOMPSON@PEAGROUP.COM

ARCHITECT

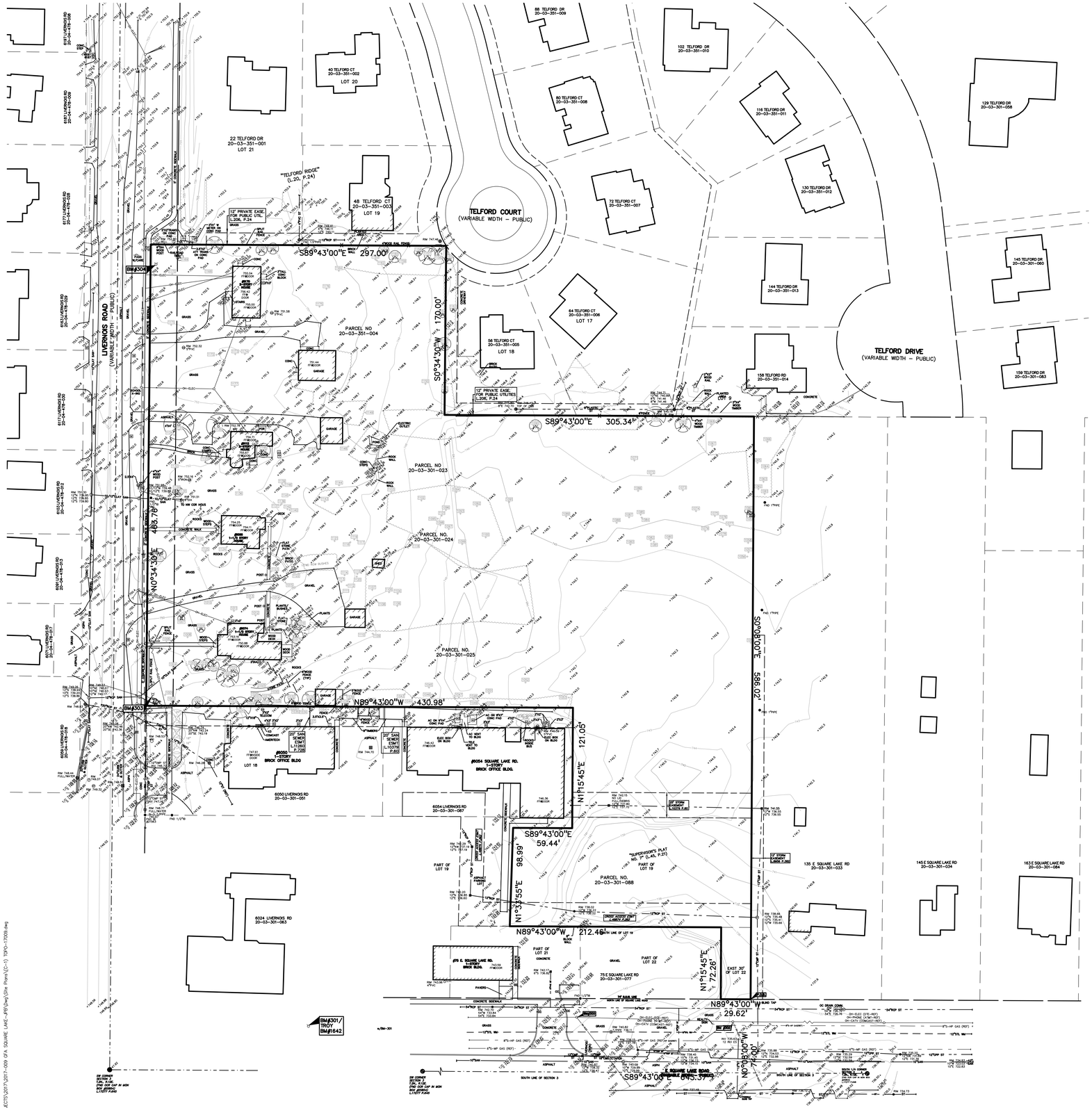
MOISEEV/GORDON ASSOCIATES, INC.
4351 DELEMERE COURT
ROYAL OAK, MI 48073
CONTACT: ANDREW MOISEEV, RA
PHONE: 248.549.4500
EMAIL: ANDREWM@MGA-ARCHITECTS.NET

LANDSCAPE ARCHITECT

PEA GROUP
7927 NEMCO WAY, STE. 115
BRIGHTON, MI 48116
CONTACT: LYNN WHIPPLE, PLA
PHONE: 844.813.2949
EMAIL: LWHIPPLE@PEAGROUP.COM

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	12/13/2024
REVISED PER PLANING COMMISSION COMMENTS DATED 02/25/2025	3/7/2025

STATE OF MICHIGAN
JOHN BRUCE THOMPSON
License No. 6201043292
LICENSED PROFESSIONAL ENGINEER



LEGEND

- IRON FOUND
- IRON SET
- NAIL FOUND
- NAIL & CAP SET
- BRASS PLUG SET
- MONUMENT FOUND
- MONUMENT SET
- SEC. CORNER FOUND
- R RECORDED
- M MEASURED
- C CALCULATED

EXISTING

- ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
- UNDERGROUND CABLE TV, CATV PEDESTAL
- TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
- ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
- GAS MAIN, VALVE & GAS LINE MARKER
- WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
- SANITARY SEWER, CLEANOUT & MANHOLE
- STORM SEWER, CLEANOUT & MANHOLE
- COMBINED SEWER & MANHOLE
- SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
- POST INDICATOR VALVE
- WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
- MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
- UNIDENTIFIED STRUCTURE
- SPOT ELEVATION
- CONTOUR LINE
- FENCE
- GUARD RAIL
- STREET LIGHT
- SIGN
- CONCRETE
- ASPHALT
- GRAVEL SHOULDER
- WETLAND

REFERENCE DRAWINGS

PRELIMINARY ALTA/NSPS SURVEY, PEA JOB NO. 2017–009, DATED JANUARY 24, 2018

CABLE	COMCAST MAP NO. 1319–404, DATED 4/03/07
ELECTRIC	DTE MAP 316–404 & 319–404, DATED 2/15/2017
PHONE	AT&T SKETCH VIA EMAIL, DATED 01/15/2017
GAS	CONSUMERS ENERGY QUARTER SECTION MAP NO. 02–61–03–3, DATED 10–16–14
WATER MAIN	CITY OF TROY GIS ONLINE
SANITARY SEWER	CITY OF TROY GIS ONLINE
SEWER & WATER	CITY OF TROY GIS ONLINE
STORM SEWER	CITY OF TROY GIS ONLINE OAKLAND COUNTY WATER RESOURCES COMMISSION – KING DRAIN MAP SHEET #11 SW SECTION 3
DRAIN	KING DRAIN, OAKLAND COUNTY DRAIN COMMISSIONER JOB NO. 880119, SHEET NO. 3, DATED 5–10–93, AS–BUILT 5–1–98 STORM DRAIN SYSTEMS, SHEET 011, WATER RESOURCES COMMISSIONER

Legal Description
(Combined Parcel Per PEA Group)

Part of Lots 19 and 22 of "Supervisors Plat No. 7" as recorded in Liber 45 on pages 21 and 21A, Oakland County Records, together with part of the Southwest 1/4 of Section 3, Town 2 North, Range 11 East, City of Troy, Oakland County Michigan and being more particularly described as Commencing at the Southwest Corner of said Section 3; thence along the south line of said section, S89°43'00"E, 643.50 feet; thence N00°08'00"W, 74.00 feet to the north line of East Square Lake Road, 74' half width, and the Point of Beginning; thence along said north line, N89°43'00"W, 29.62 feet; thence N01°15'45"E, 72.26 feet to the north line of said Lot 22, said line also being the south line of said Lot 19; thence along said south line N89°43'00"W, 212.46 feet; thence N01°33'55"E, 98.99 feet; thence S89°43'00"E, 59.44 feet; thence N01°15'45"E, 121.05 feet to the easterly extension of the north line of Lot 18 of said Supervisors Plat; thence along said line, N89°43'00"W, 430.98 feet to the east line of Livernois Road, 33' half width; thence along said east line, N00°34'30"E, 463.76 feet to the easterly extension of the south line of "Telford Ridge" as recorded in Liber 206, page 24 Oakland County Records; thence along said south line, S89°43'00"E, 297.00 feet to the west line of said Telford Ridge; thence along said west line, S00°34'30"W, 170.00 feet to the south line of said Telford Ridge, said line also being the north line of the south 660 feet of the southwest 1/4 of said Section 3; thence along said south line, S89°43'00"E, 305.34 feet to the west line of tax parcel 20–03–301–033; thence along said west line,S00°08'00"E, 586.02 feet to the aforementioned north line of East Square Lake Road and the Point of Beginning.
Containing 6.313 acres of land more or less.

BENCHMARKS
(CITY OF TROY DATUM)

BM #300
SET BENCHTIE IN SOUTHEAST FACE OF POWER LIGHT POLE, NORTH SIDE OF SQUARE LAKE ROAD APPROX. 70' SOUTHEAST OF SOUTHEAST BUILDING CORNER OF JOHN'S MARKET AT EAST SIDE OF DRIVE ENTRANCE.
ELEV. – 743.36

BM #301 – CITY OF TROY BM #1642
ARROW ON A HYDRANT LOCATED ON THE NORTH SIDE OF SQUARE LAKE ROAD, APPROX. 200' EAST OF LIVERNOIS ROAD AT THE PNC BANK.
ELEV. – 750.08

BM #302
FOUND BOAT SPIKE IN SOUTH FACE OF UTILITY POLE, NORTH SIDE OF SQUARE LAKE ROAD, AT THE CENTERLINE OF 30' WIDE SITE FRONTAGE.
ELEV – 737.51

BM #303
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 75' SOUTHWEST OF #6074 LIVERNOIS.
ELEV – 750.66

BM #304
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 80' WEST OF #6170 LIVERNOIS.
ELEV – 755.18

NOT FOR CONSTRUCTION

PEA GROUP
t: 844.813.2949
www.peagroup.com

NORTH

0 25 50 100
SCALE: 1" = 50'

811 Know what's below. Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS
REV. PER COMMENTS 2/25/25 3/7/2025

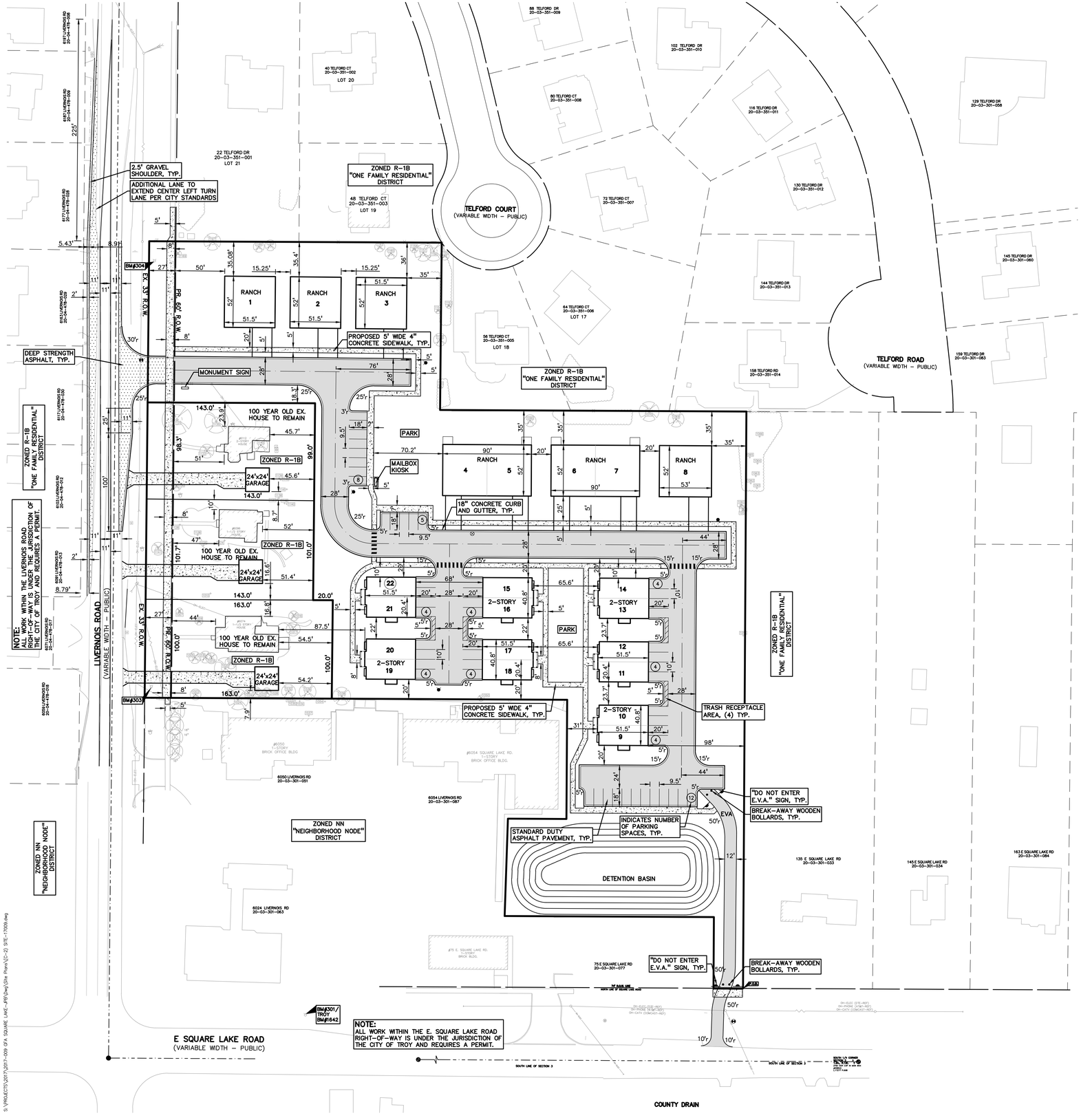
ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

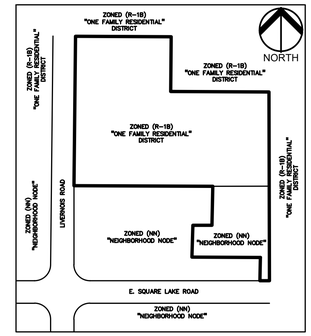
DRAWING TITLE
TOPOGRAPHIC SURVEY

PEA JOB NO.	2017-009
P.M.	KR
DN.	EH
DES.	EH

DRAWING NUMBER:
P-1.0

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE - JFR\Dwg\Site Plans\(C-1) TOPO-17008.dwg





ZONING SKETCH

NOT TO SCALE

LEGEND

- IRON FOUND
- IRON SET
- NAIL FOUND
- NAIL & CAP SET
- BRASS PLUG SET
- MONUMENT FOUND
- MONUMENT SET
- SEC. CORNER FOUND
- R RECORDED
- M MEASURED
- C CALCULATED

EXISTING	PROPOSED	
—OH—ELEC—		ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
—UG—CATV—	CTV	UNDERGROUND CABLE TV, CATV PEDESTAL
—UG—PHONE—	T	TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
—UG—ELEC—	E	ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
	GAS	GAS MAIN, VALVE & GAS LINE MARKER
	W	WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
	S	SANITARY SEWER, CLEANOUT & MANHOLE
	S	STORM SEWER, CLEANOUT & MANHOLE
	S	COMBINED SEWER & MANHOLE
	C.B. / C.D.	SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
		POST INDICATOR VALVE
		WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
M T E		MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
?		UNIDENTIFIED STRUCTURE
x686.00	x671.21	SPOT ELEVATION
670	671	CONTOUR LINE
—X—X—X—	—X—X—X—	FENCE
		GUARD RAIL
		STREET LIGHT
		SIGN
CONC.	STD DUTY / HEAVY DUTY / R.O.W. ONLY	CONCRETE
ASPH.	STD DUTY / HEAVY DUTY / DEEP STRENGTH	ASPHALT
GRAVEL		GRAVEL SHOULDER
		WETLAND

SITE DATA:

LOCATION OF PROJECT:
LIVERNOIS ROAD, NORTH OF SQUARE LAKE ROAD

SIZE OF PROPERTY: 5.15 ACRES GROSS, 5.04 ACRES NET

PROPOSED USE OF PROPERTY: EIGHT (8) RANCH STYLE SINGLE FAMILY HOMES, FOURTEEN (14) 2 STORY ATTACHED SINGLE FAMILY HOMES.

CURRENT ZONING: R-1B, ONE-FAMILY RESIDENTIAL DISTRICT AND (NN) NEIGHBORHOOD NODE Q, SITE TYPE NN:B, BUILDING FORM: C

PROPOSED ZONING: CONDITIONAL RE-ZONE TO RT "ONE-FAMILY ATTACHED RESIDENTIAL DISTRICT"

SURROUNDING PROPERTY DETAILS:

DIRECTION	ZONING	USE
NORTH	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
SOUTH	NEIGHBORHOOD NODE Q	COMMERCIAL
EAST	R-1B, ONE-FAMILY RESIDENTIAL DISTRICT	SINGLE-FAMILY HOMES
WEST	NEIGHBORHOOD NODE Q	COMMERCIAL

REQUIRED AND PROVIDED LOT DIMENSIONS (RT):

	REQUIRED:	PROVIDED:
FRONT	25' SETBACK	35' SETBACK
REAR	35' SETBACK	35' SETBACK
SIDES	7.5' SETBACK	15' SETBACK
OPEN SPACE	15%	26%
LOT COVERAGE BY ALL BLDGS	30%	18%

REQUIRED AND PROVIDED LOT DIMENSIONS (R-1B):

	REQUIRED:	PROVIDED:
FRONT	40' SETBACK	44' SETBACK
REAR	45' SETBACK	45.7' SETBACK
SIDES	25' TOTAL SETBACK	25' TOTAL SETBACK
MAXIMUM HEIGHT	2 STORIES/30'	30 FEET, 2 STORY

PARKING:
REQUIRED:
2 SPACES PER DWELLING UNIT = 2 SPACES x 22 UNITS = 44 REQUIRED PARKING SPACES

PROVIDED:
25 SURFACE LOT SPACES + 36 DRIVEWAY SPACES + 22 GARAGES SPACES = 83 PARKING SPACES

PROJECT AND SITE DESCRIPTION:
PROPOSED DEVELOPMENT OF A 22-UNIT RESIDENTIAL CONDOMINIUM LOCATED ON LIVERNOIS ROAD NORTH OF SQUARE LAKE ROAD. THE SITE CONSISTS OF 18 ATTACHED UNITS AND 4 DETACHED SINGLE FAMILY UNITS, ACCOMPANYING THE DEVELOPMENT IS THE PRESERVATION OF 3 CENTENNIAL SINGLE FAMILY HOUSES. ACCESS TO ALL UNITS WILL BE VIA CONNECTION TO LIVERNOIS ROAD, WITH ALL OF THE PRESERVED HOUSES HAVING DIRECT ACCESS TO LIVERNOIS, AND AN EMERGENCY VEHICLE ACCESS (EVA) WILL BE PROVIDED TO SQUARE LAKE ROAD. THE PROPOSED RESIDENTIAL USE IS PERMITTED BY-RIGHT IN THE (NN) NEIGHBORHOOD NODE Q DISTRICT AND THE R-1B PORTION OF THE SITE, DUE TO THE MIXED HOUSING PRODUCTS AND MIXED ZONING A CONDITIONAL REZONE IS PROPOSED FOR THIS PROPERTY.

NATURAL RESOURCES:
THE SITE CURRENTLY HAS MODERATE TREE COVER.

FLOODPLAIN:
THE PROPERTY IS NOT LOCATED WITHIN THE FLOOD HAZARD AREA INDICATED BY FLOOD INSURANCE RATE MAP (FIRM) NO. 26125C0532F DATED: SEPTEMBER 29, 2006 (ZONE X).

WETLAND:
PER THE 2022 SEMCOG WETLAND DATA, THE SITE CONTAINS NO WETLANDS.

ACCESS AND CIRCULATION:

VEHICULAR ACCESS AND CIRCULATION:
VEHICULAR ACCESS TO ALL UNITS WILL BE VIA A PRIVATE ROAD OFF OF LIVERNOIS ROAD. THE NEW ROAD WILL HAVE A TWENTY-EIGHT (28) FOOT WIDE ACCESS AGREEMENT. AN EVA WILL BE PROVIDED TO SQUARE LAKE ROAD.

PEDESTRIAN ACCESS AND CIRCULATION:
SIDEWALKS ARE PROVIDED AT BUILDING ENTRANCES TO PARKING FIELDS. THIS WILL BE A WALK FRIENDLY DEVELOPMENT WITH CIRCULATION THROUGHOUT THE DEVELOPMENT WITH CONNECTIONS TO LIVERNOIS ROAD VIA THE EVA.

UTILITIES:
UTILITIES ARE PLACED WITHIN EASEMENTS APPROVED AS TO SIZE AND LOCATION BY THE CITY ENGINEER.

ALL SITES ARE SERVED BY PUBLIC WATER, SANITARY SEWER, STORM WATER AND DETENTION/RETENION SYSTEMS CONSTRUCTED TO CITY STANDARDS, AT THE EXPENSE OF THE DEVELOPER. EASEMENTS OVER THESE SYSTEMS SHALL BE CONVEYED AND RECORDED BEFORE OCCUPANCY PERMITS ARE ISSUED FOR DWELLING UNITS.

100-YEAR DETENTION IS PROPOSED WITH A RESTRICTED OUTLET DISCHARGING THROUGH CITY OF TROY STORM SEWER.

NOT FOR CONSTRUCTION

PEA GROUP
t: 844.813.2949
www.peagroup.com

NORTH

0 25 50 100
SCALE: 1" = 50'

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CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS

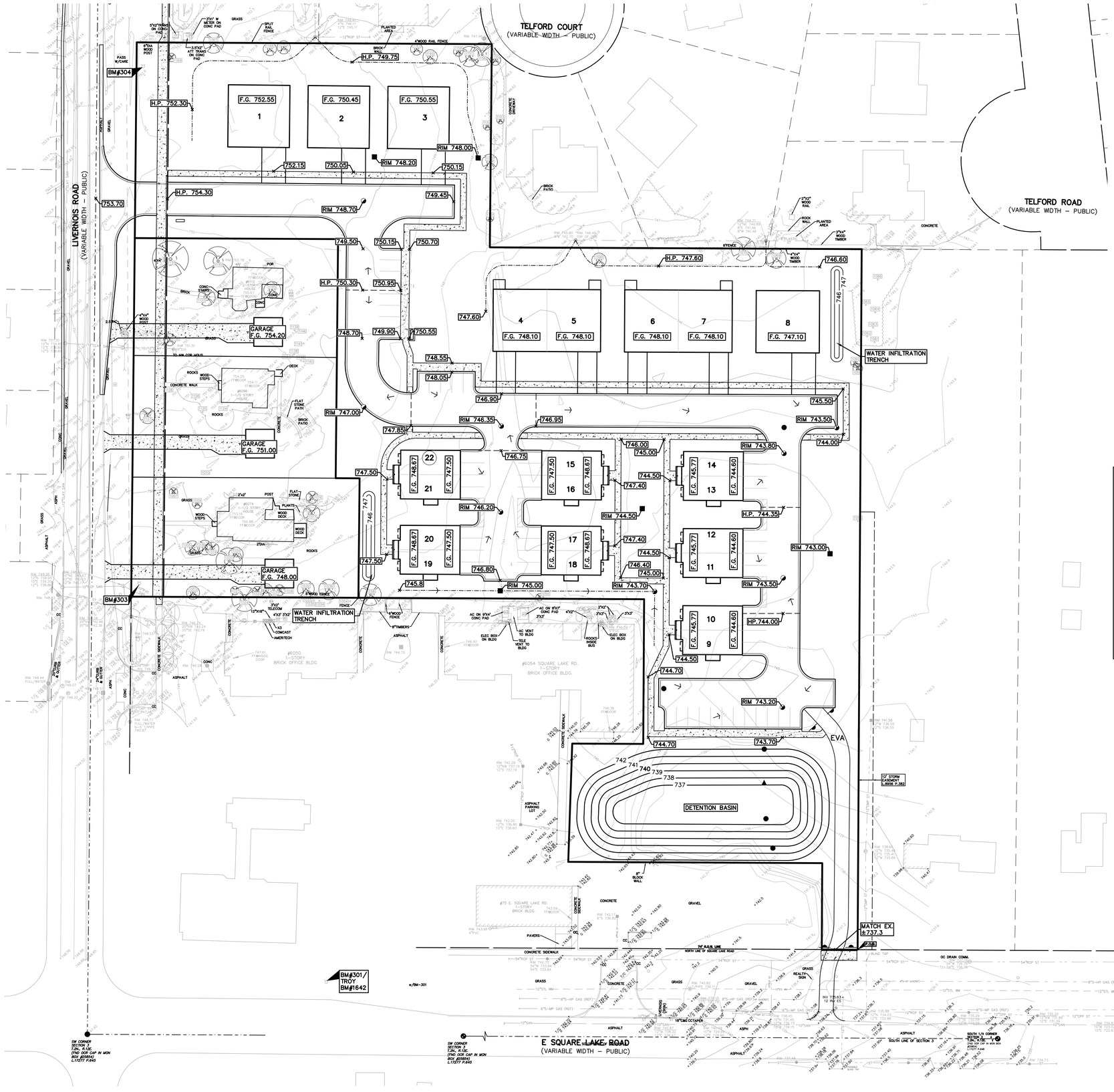
REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
PRELIMINARY SITE PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:
P-2.0



LEGEND

IRON FOUND	BRASS PLUG SET
IRON SET	MONUMENT FOUND
NAIL FOUND	MONUMENT SET
NAIL & CAP SET	SEC. CORNER FOUND
	R RECORDED
	M MEASURED
	C CALCULATED

EXISTING	PROPOSED
ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE	
UNDERGROUND CABLE TV, CATV PEDESTAL	
TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE	
ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE	
GAS MAIN, VALVE & GAS LINE MARKER	
WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE	
SANITARY SEWER, CLEANOUT & MANHOLE	
STORM SEWER, CLEANOUT & MANHOLE	
COMBINED SEWER & MANHOLE	
SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN	
POST INDICATOR VALVE	
WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF	
MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE	
UNIDENTIFIED STRUCTURE	
SPOT ELEVATION	671.21
CONTOUR LINE	671
FENCE	
GUARD RAIL	
STREET LIGHT	
SIGN	
CONCRETE	STD DUTY, HEAVY DUTY, R.O.W. ONLY
ASPHALT	STD DUTY, HEAVY DUTY, DEEP STRENGTH
GRAVEL SHOULDER	
WETLAND	

SYMBOLS: GRADING

PROPOSED SPOT ELEVATION:
TYPICALLY TOP OF PAVEMENT IN PAVED AREAS, GUTTER GRADE IN CURB LINES. 622.50

PROPOSED CONTOUR LINE 922

ABBREVIATIONS:
T/C = TOP OF CURB
G = GUTTER GRADE
T/P = TOP OF PAVEMENT
T/S = TOP OF SIDEWALK
T/W = TOP OF WALL
B/W = BOTTOM OF WALL
F.G. = FINISH GRADE
RIM = RIM ELEVATION

BENCHMARKS

(CITY OF TROY DATUM)

BM #300
SET BENCHTIE IN SOUTHEAST FACE OF POWER LIGHT POLE, NORTH SIDE OF SQUARE LAKE ROAD APPROX. 70' SOUTHEAST OF SOUTHEAST BUILDING CORNER OF JOHN'S MARKET AT EAST SIDE OF DRIVE ENTRANCE.
ELEV. – 743.36

BM #301 – CITY OF TROY BM #1642
ARROW ON A HYDRANT LOCATED ON THE NORTH SIDE OF SQUARE LAKE ROAD, APPROX. 200' EAST OF LIVERNOIS ROAD AT THE PNC BANK.
ELEV. – 750.08

BM #302
FOUND BOAT SPIKE IN SOUTH FACE OF UTILITY POLE, NORTH SIDE OF SQUARE LAKE ROAD, AT THE CENTERLINE OF 30' WIDE SITE FRONTAGE.
ELEV – 737.51

BM #303
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 75' SOUTHWEST OF #6074 LIVERNOIS.
ELEV – 750.66

BM #304
ARROW ON HYDRANT, EAST SIDE OF LIVERNOIS, APPROX. 80' WEST OF #6170 LIVERNOIS.
ELEV – 755.18

PEA GROUP
t: 844.813.2949
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NORTH

0 20 40 80
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GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E., TROY, MI

REVISIONS	
REV. PER COMMENTS 2/25/25	3/7/2025

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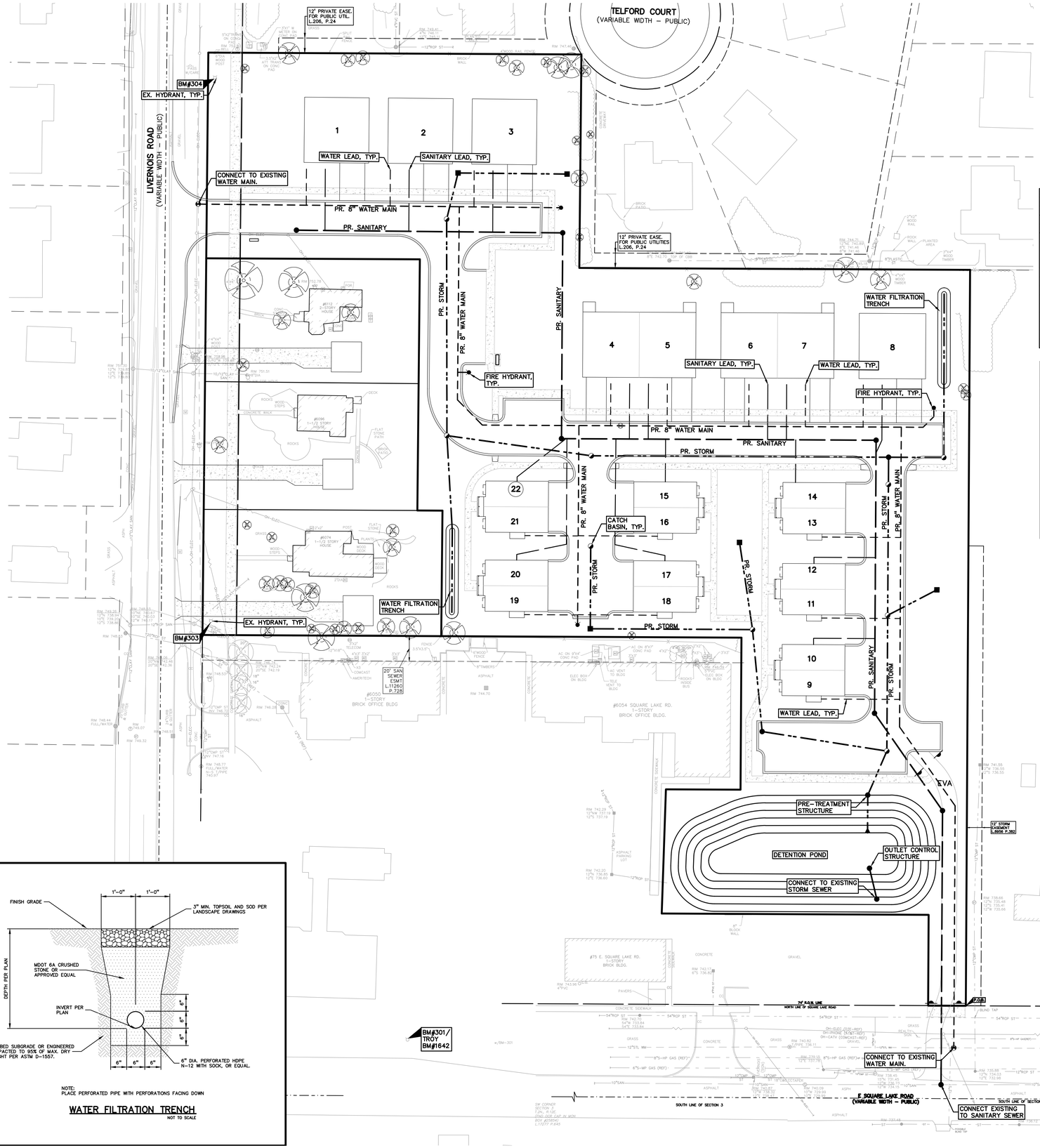
PRELIMINARY GRADING PLAN

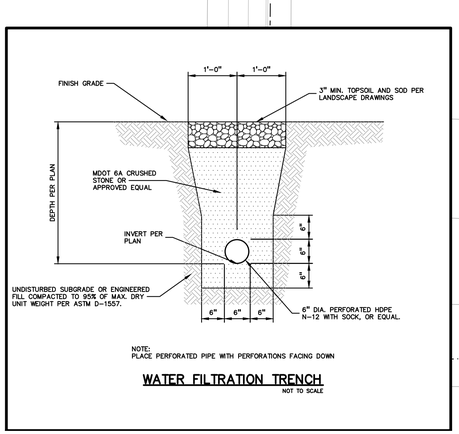
PEA JOB NO.	2017-009
P.M.	JBT
DN.	KMB
DES.	DSK

DRAWING NUMBER:
P-3.0

NOT FOR CONSTRUCTION

S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JBT\dwg\Site Plans\[C-3] GRADE-170309.dwg





WATER FILTRATION TRENCH
NOT TO SCALE

WATER MAIN BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Units	**41.0**
REU	**41.0**
People / REU	**3.5**
	144 People
Average Flow (150 GPCPD)	**21,600 G.P.D.**
	0.033 C.F.S.
	0.022 M.G.D.
Design Max. Flow = (2*avg)	**43,200 G.P.D.**
	0.067 C.F.S.
	0.043 M.G.D.

SQUARE LAKE SANITARY SEWER BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Units	**35.0**
REU (1.0 Per Dwelling)	**35.0**
People / REU	**3.5**
Population (P)	**123 People**
Average Flow (100 GPCPD)	**12,300 G.P.D.**
	0.019 C.F.S.
P (1000s)	**0.123**
Peaking Factor (PF)	**4.22**
PF = (18+sqrt(P))/(4+sqrt(P))	
Peak Flow (G.D.P.)	**51,880 G.P.D.**
Peak Flow (C.F.S.)	**0.080 C.F.S.**
8" Pipe Capacity Provded	**0.906 C.F.S.**

LIVERNOIS SANITARY SEWER BASIS OF DESIGN:
(Unit Factors Based on Oakland County Unit Assignment Factors)
Residential Dwelling

ULTIMATE DESIGN	
Number of Existing Units	**4.0**
Number of Existing Units Removed	**2.0**
Number of Proposed Units	**6.0**
Net REU's Added (1.0 Per Dwelling)	**4.0**
People / REU	**3.5**
Population (P)	**14 People**
Average Flow (100 GPCPD)	**1,400 G.P.D.**
	0.002 C.F.S.
P (1000s)	**0.014**
Peaking Factor (PF)	**4.40**
PF = (18+sqrt(P))/(4+sqrt(P))	
Peak Flow (G.D.P.)	**6,159 G.P.D.**
Peak Flow (C.F.S.)	**0.010 C.F.S.**
8" Pipe Capacity Provded	**0.906 C.F.S.**

LEGEND

IRON FOUND · IRON SET · NAIL FOUND · NAIL & CAP SET
BRASS PLUG SET · MONUMENT FOUND · MONUMENT SET
SEC. CORNER FOUND · R RECORDED · M MEASURED · C CALCULATED

EXISTING	PROPOSED	
—OH—ELEC—		ELEC., PHONE OR CABLE TV O.H. LINE, POLE & GUY WIRE
—UG—CATV—		UNDERGROUND CABLE TV, CATV PEDESTAL
—UG—PHONE—		TELEPHONE U.G. CABLE, PEDESTAL & MANHOLE
—UG—ELEC—		ELECTRIC U.G. CABLE, MANHOLE, METER & HANDHOLE
		GAS MAIN, VALVE & GAS LINE MARKER
		WATERMAIN, HYD., GATE VALVE, TAPPING SLEEVE & VALVE
		SANITARY SEWER, CLEANOUT & MANHOLE
		STORM SEWER, CLEANOUT & MANHOLE
		COMBINED SEWER & MANHOLE
		SQUARE, ROUND & BEEHIVE CATCH BASIN, YARD DRAIN
		POST INDICATOR VALVE
		WATER VALVE BOX/HYDRANT VALVE BOX, SERVICE SHUTOFF
		MAILBOX, TRANSFORMER, IRRIGATION CONTROL VALVE
		UNIDENTIFIED STRUCTURE
		SPOT ELEVATION
670	671	CONTOUR LINE
		FENCE
		GUARD RAIL
		STREET LIGHT
		SIGN
CONC.		CONCRETE
ASPH.		ASPHALT
GRAVEL		GRAVEL SHOULDER
		WETLAND

BTD DUTY · HEAVY DUTY · R.O.W. ONLY
STD DUTY · HEAVY DUTY · DEEP STRENGTH

Site Drainage Data			
Select County:	**Oakland**		
Existing			
Natural Greenspace area:	0.00 acre	C =	0.35
Select NCRS Soil type:	D		
Select NCRS Soil type:	D		
Impervious Area:	0.00 acre	C =	0.95
Greenbelt Area:	5.04 acre	C =	0.35
Total Area (A):	5.04 acre		
Weighted Coefficient of Runoff (C):	0.35		
Proposed			
Natural Greenspace area:	0.00 acre	C =	0.25
Select NCRS Soil type:	C		
Improved Greenspace area:	1.10 acre	C =	0.25
Select NCRS Soil type:	C		
Wooded Area:	0.00 acre	C =	0.25
Select NCRS Soil type:	C		
Impervious Area:	3.94 acre	C =	0.95
Greenbelt Area:	1.10 acre	C =	0.25
Total Area (A):	5.04 acre		
Weighted Coefficient of Runoff (C):	0.80		
Rainfall Intensity			
Flood Control Time of Concentration, Tc =	20.00 min		

Rainfall Intensity		
Time of Concentration (T_C)	20.00	min
Since 15<Tc<60, use intensity equation		
I1 = 30.2 /[(T + 9.17)^.81]	1.97	in/hr
I10 = 50.12 / [(T + 9.17)^.81]	3.26	in/hr
I100 = 83.3/[(T + 9.17)^.81]	5.42	in/hr
CPVC: Channel Protection Volume Control Volume		
Vcpvc = (4719)CA	19,027	cf
CPRC: Channel Protection Rate Control Volume: Extended Detention		
VED= (6897)CA	27,809	cf
CPRC Allowable Outlet Rate		
Q_{VED} = V_{ED} / (48*60*60)	0.16	cfs
Water Quality Control		
Forebay Volume = (545)CA	2,197	cf
Forebay Release Rate: QVF = VF/(48*60*60)	0.013	cfs
100-Year Allowable Outlet Rate		
Since 2<A<100, Qvrr = 1.1055-0.206xln(A)		
Q_{VRR} =	0.77	cfs/ac
100-Year Peak Allowable Discharge		
Q_{100P} = Q_{VRR}(A)	3.89	cfs
100-Year Runoff Volume		
V100R = (18,985)CA	76,548	cf
100-Year Peak Inflow		
Q_{100IN} = C(I_{100})A	21.85	cfs
Storage Curve Factor (Vs/Vr)		
R = 0.206-0.15 x ln(Q100P/Q100IN)	0.465	
100-Year Storage Volume		
Vs = R(V100R)	35,595	cf
No infiltration will be provided, so no CPVC deduction is taken.		
V100 = Vs	35,595	cf
V_{Reqd} must be larger or equal to V_{ED} :		
Is V_{100} >= V_{ED} ?	**Yes**	
V_{Reqd} =	35,595	cf

Design Requirements		
CPVC Storage Volume: V_{CP-R} =	NA	cf
CPVC Storage Outflow Rate: Q_{CP-R} =	NA	cfs
CPRC Extended Detention: V_{ED} =	27,809	cf
CPRC Allowable Outlet Rate: Q_{VED} =	0.16	cfs
100-Year Storage Volume, V_{100D} =	35,595	cf
100-Year Allowable Outlet Rate: Q_{VRR} =	3.89	cfs
100 Year Peak Inflow: Q_{100IN} =	21.85	cfs

Detention Basin

CPRC Storage Elevation:	740.09	27,809	cf
100-yr Storage Elevation:	740.68	35,595	cf

Elev. (ft)	Area (sf)	Vol. (cf)	Total Vol. (cf)
736.00	0	0	0
737.00	4,575	2,288	2,288
738.00	6,817	5,696	7,984
739.00	9,235	8,027	16,010
740.00	11,880	10,558	26,568
741.00	14,751	13,316	39,884

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PRELIMINARY UTILITY PLAN

PEA JOB NO. 2017-009
P.M. JBT
DN. KMB
DES. DSK

DRAWING NUMBER:
P-4.0

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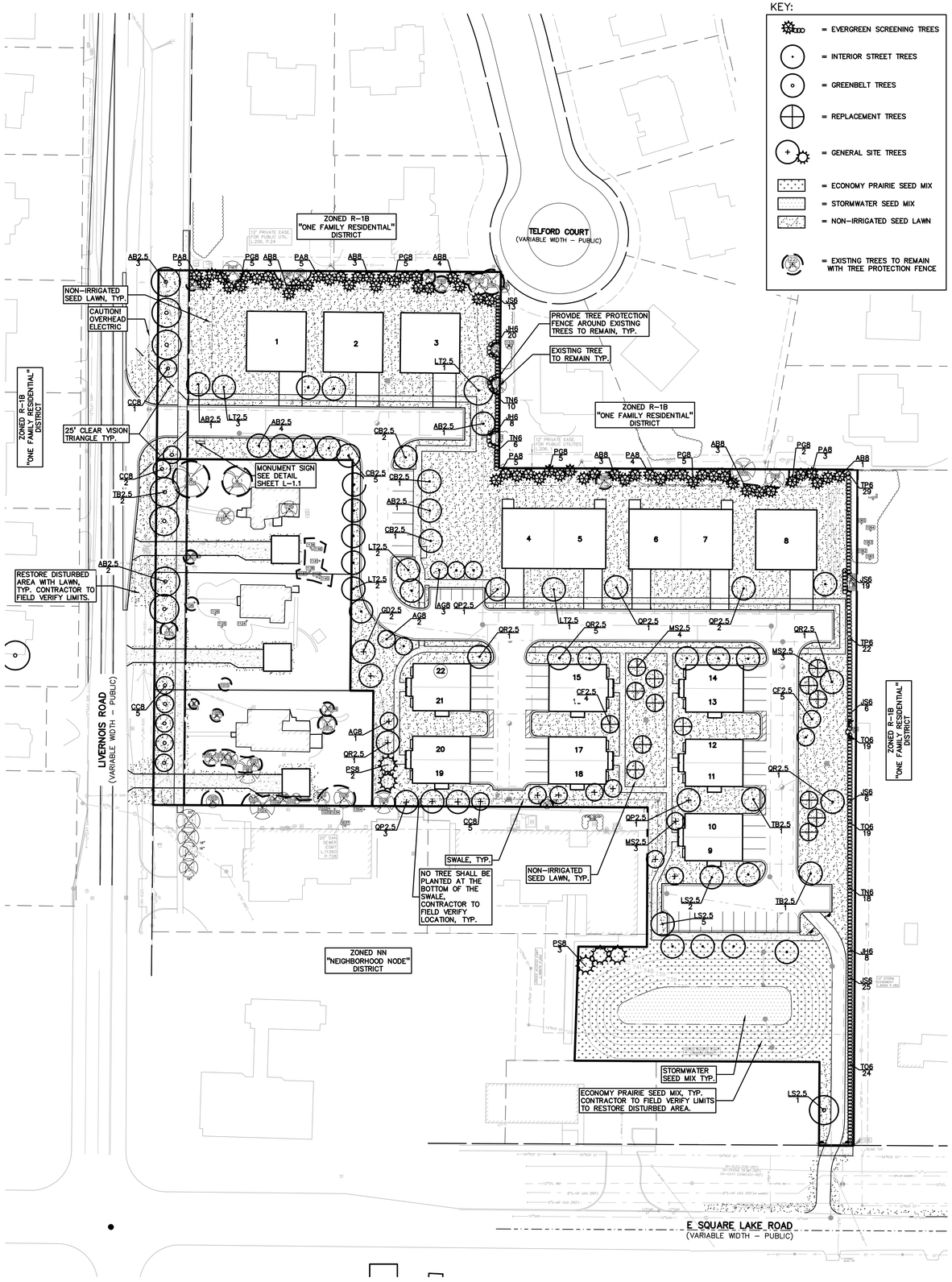

DECIDUOUS TREE LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
12	AB2.5	Bowhall Maple	*Acer rubrum 'Bowhall' (columnar)*	2.5" Cal.	B&B
6	AG8	Autumn Brillance Serviceberry	*Amelanchier x grandiflora 'Autumn Brillance'*	8-10' Ht.	B&B
8	CB2.5	European Hornbeam	*Carpinus betulus*	2.5" Cal.	B&B
13	CC8	Eastern Redbud	*Cercis canadensis*	8-10' Ht.	B&B
9	CF2.5	Cherokee Brave Flowering Dogwood	*Cornus florida 'Combo NO.1'*	2.5" Cal.	B&B
2	GD2.5	Kentucky Coffee Tree	*Gymnocladus dioica- male only*	2.5" Cal.	B&B
8	LS2.5	Sweetgum	*Liquidambar styraciflua*	2.5" Cal.	B&B
9	LT2.5	Tulip Tree	*Liriodendron tulipifera*	2.5" Cal.	B&B
10	MS2.5	Royal Star Magnolia	*Magnolia stellata 'Royal Star'*	2.5" Cal.	B&B
8	QP2.5	Regal Prince Oak	*Quercus robur x bicolor 'Long' (columnar)*	2.5" Cal.	B&B
9	QR2.5	Red Oak	*Quercus rubra*	2.5" Cal.	B&B
4	TB2.5	Boulevard Linden	*Tilia americana 'Boulevard (columnar)*	2.5" Cal.	B&B
98	TOTAL DEC				

EVERGREEN TREE PLANT LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
17	AB8	Balsam Fir	*Abies balsamea*	8' Ht.	B&B
22	PA8	Norway Spruce	*Picea abies*	8' Ht.	B&B
22	PG8	Black Hills Spruce	*Picea glauca 'Densata'*	8' Ht.	B&B
5	PS8	Eastern White Pine	*Pinus strobus*	8' Ht.	B&B
66	TOTAL EVERGREEN				

NARROW EVERGREEN LIST:

QUANTITY	KEY SYMBOL	COMMON NAME	SCIENTIFIC NAME	SIZE	SPEC
62	TO6	Techny Arborvitae	*Thuja occidentalis 'Techny'*	6' Ht.	B&B
34	TN6	Dark Green Arborvitae	*Thuja occidentalis 'Nigra'*	6' Ht.	B&B
51	TP6	Pyramidal Arborvitae	*Thuja occidentalis 'Pyramidalis'*	6' Ht.	B&B
36	JH6	Hetz Columnar Juniper	*Juniperus chinensis 'Hetzii Columnaris'*	6' Ht.	B&B
69	JS6	Blue Arrow Juniper	*Juniperus scopolorum 'Blue Arrow'*	6' Ht.	B&B
252	TOTAL NARROW EVERGREEN				

LANDSCAPE CALCULATIONS:

PROPOSED AS: RT "ONE FAMILY ATTACHED RESIDENTIAL DISTRICT"

5.03 C-1a. = GENERAL SITE LANDSCAPE:
REQUIRED: 15% OF SITE AREA SHALL BE LANDSCAPE MATERIAL
PROVIDED: 26% OF THE SITE IS LANDSCAPE MATERIAL

13.02 B. = SCREENING BETWEEN USES:
ABUTS R-1B USE SPACE TO THE NORTH AND EAST
PROVIDED: SCREEN ALT. 1 (1 NARROW EVG. / 3')
OR ALT. 2 (1 LARGE EVG. TREE / 10 LF)

NORTH PROPERTY LINE -
WESTERN SEGMENT 297 LF AND EASTERN SEGMENT 305 LF.
ALT. 2; 297 LF / 10 = 30 AND 305 LF / 10 = 31 LARGE EVG. TREES
PROVIDED: WESTERN SEGMENT: 30 8' HT LARGE EVG. TREES
EASTERN SEGMENT: 31 8' HT LARGE EVG. TREES

EAST PROPERTY LINE -
NORTHERN SEGMENT 170 LF AND SOUTHERN SEGMENT 586 LF.
ALT 1; 170 LF / 3 = 57 AND 586 LF / 3 = 195 NARROW EVG. TREES
PROVIDED: NORTHERN SEGMENT: 57, 6' HT. NARROW EVG. / 3' OC.
SOUTHERN SEGMENT: 195, 6' HT. NARROW EVG. / 3' OC.

13.02 F. INTERIOR STREET TREES:
REQUIRED: 1 TREE PER 50 LF OF INTERIOR STREETS
1281 LF / 50 = 26 TREES REQUIRED (EACH SIDE)

PROVIDED: 52 PROPOSED TREES

13.02 D2. GREENBELT:
REQUIRED: 1 TREE / 30 LF OF FRONTAGE TO PUBLIC RD.
LIVERNOIS ROAD = 463 LF FRONTAGE / 30 = 15 TREES
E. SQUARE LAKE ROAD - 30 LF FRONTAGE / 30 = 1 TREES

PROVIDED: LIVERNOIS ROAD: 15 TREES
E. SQUARE LAKE ROAD: 1 TREES

REPLACEMENT TREES:
SEE SHT. T-1.0 AND T-1.1 FOR EXISTING TREE LIST AND TREE PRESERVATION PLAN.

PROVIDED: 14 TREES AT 2.5" (14 • 2.5 = 35") PROVIDED

WOODLAND TREES			
WOODLAND TREES REMOVED:	30	(REPLACE AT 50% OF REMOVED DBH)	
329" DBH x 0.5 =		165" REPLACEMENT	
WOODLAND TREES SAVED:	44	(CREDIT OF 2X DBH)	
440 DBH x 2 =		880" CREDIT	
164.5	880	=	-715.5
0" DBH REQUIRED FOR REPLACEMENT			
LANDMARK TREES			
LANDMARK TREES REMOVED:	11	(REPLACE AT 100% OF REMOVED DBH)	
189" DBH x 1 =		189" REPLACEMENT	
LANDMARK TREES SAVED:	4	(CREDIT OF 2X DBH)	
77" DBH x 2 =		154" CREDIT	
189	154	=	35
35" DBH REQUIRED FOR REPLACEMENT			

GENERAL PLANTING NOTES:

1. LANDSCAPE CONTRACTOR SHALL VISIT SITE, INSPECT EXISTING SITE CONDITIONS AND REVIEW PROPOSED PLANTING AND RELATED WORK. IN CASE OF DISCREPANCY BETWEEN PLAN AND PLANT LIST, PLAN SHALL GOVERN QUANTITIES. CONTACT LANDSCAPE ARCHITECT WITH ANY CONCERNS.
2. CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON SITE UTILITIES PRIOR TO BEGINNING CONSTRUCTION ON HIS/HER PHASE OF WORK. ELECTRIC, GAS, TELEPHONE, CABLE TELEVISION MAY BE LOCATED BY CALLING MISS DIG 1-800-482-7171. ANY DAMAGE OR INTERRUPTION OF SERVICES SHALL BE THE RESPONSIBILITY OF CONTRACTOR. CONTRACTOR SHALL COORDINATE ALL RELATED ACTIVITIES WITH OTHER TRADES ON THE JOB AND SHALL REPORT ANY UNACCEPTABLE JOB CONDITIONS TO OWNER'S REPRESENTATIVE PRIOR TO COMMENCING.
3. ALL PLANT MATERIAL TO BE PREMIUM GRADE NURSERY STOCK AND SHALL SATISFY AMERICAN ASSOCIATION OF NURSERYMEN STANDARD FOR NURSERY STOCK. ALL LANDSCAPE MATERIAL SHALL BE NORTHERN GROWN, NO. 1. GRADE.
4. CONTRACTOR IS RESPONSIBLE FOR VERIFYING ALL QUANTITIES SHOWN ON LANDSCAPE PLAN PRIOR TO PRICING THE WORK.
5. THE OWNER'S REPRESENTATIVE RESERVES THE RIGHT TO REJECT ANY PLANT MATERIAL NOT MEETING SPECIFICATIONS.
6. ALL SINGLE STEM SHADE TREES TO HAVE STRAIGHT TRUNKS AND SYMMETRICAL CROWNS.
7. ALL SINGLE TRUNK SHADE TREES TO HAVE A CENTRAL LEADER; TREES WITH FORKED OR IRREGULAR TRUNKS WILL NOT BE ACCEPTED.
8. ALL MULTI STEM TREES SHALL BE HEAVILY BRANCHED AND HAVE SYMMETRICAL CROWNS. ONE SIDED TREES OR THOSE WITH THIN OR OPEN CROWNS SHALL NOT BE ACCEPTED.
9. ALL EVERGREEN TREES SHALL BE HEAVILY BRANCHED AND FULL TO THE GROUND, SYMMETRICAL IN SHAPE AND NOT SHEARED FOR THE LAST FIVE GROWING SEASONS.
10. ALL TREES TO HAVE CLAY OR CLAY LOAM BALLS, TREES WITH SAND BALLS WILL BE REJECTED.
11. NO MACHINERY IS TO BE USED WITHIN THE DRIP LINE OF EXISTING TREES; HAND GRADE ALL LAWN AREAS WITHIN THE DRIP LINE OF EXISTING TREES.
12. ALL TREE LOCATIONS SHALL BE STAKED BY LANDSCAPE CONTRACTOR AND ARE SUBJECT TO THE APPROVAL OF THE LANDSCAPE ARCHITECT PRIOR TO INSTALLATION OF THE PLANT MATERIAL.
13. IT IS MANDATORY THAT POSITIVE DRAINAGE IS PROVIDED AWAY FROM ALL BUILDINGS.
14. ALL PLANTING BEDS SHALL RECEIVE 3" SHREDDED HARDWOOD BARK MULCH WITH PRE EMERGENT, SEE SPECIFICATIONS. SHREDDED PALETTE AND DYED MULCH WILL NOT BE ACCEPTED.
15. ALL LANDSCAPED AREAS SHALL RECEIVE 3" COMPACTED TOPSOIL.
16. SEE SPECIFICATIONS FOR ADDITIONAL COMMENTS, REQUIREMENTS, PLANTING PROCEDURES AND WARRANTY STANDARDS.
17. FOR NON-LAWN SEED MIX AREAS, AS NOTED ON PLAN, BRUSH MOW ONCE SEASONALLY FOR INVASIVE SPECIES CONTROL.
18. CONTRACTOR SHALL NOT INSTALL PLANTS UNDER BUILDING OVERHANG AND SHALL NOTIFY LANDSCAPE ARCHITECT IF DRAWINGS CONFLICT WITH BUILDING OVERHANGS.
19. TREES SHALL NOT CONFLICT/ BLOCK PROPOSED REGULATORY/ DIRECTION SIGNAGE, MONUMENT SIGNS, ADDRESS OR LIGHT POLES. SHIFT TREES AS NECESSARY TYP.

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 3901001391
REGISTERED LANDSCAPE ARCHITECT

NORTH

0 25 50 100
SCALE: 1" = 50'

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REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
PRELIMINARY LANDSCAPE PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
L-1.0

NOT FOR CONSTRUCTION

\\pea-ri-fs4\shared\PROJECTS\2017\2017-009 GFA SQUARE LAKE - JEB\Dwg\Site Plans\(L-1.0) LANDSCAPE-170309.dwg

NATIVE SEED MIX. BY STANTEC NATIVE PLANT NURSERY, 574-586-2412, OR EQUAL SPECIES TO BE NATIVE TO COUNTY, NO INVASIVE SPECIES ALLOWED

FOR ALL SEED MIXES, PROVIDE EROSION MAT ON SLOPES AND AREAS OF WASH OUT TYP. INSTALL AND PREP PER MANUFACTURES SPECIFICATIONS.

Economy Prairie Seed Mix
Stantec Native Plant Nursery 574-586-2412
stantec.com/native-plant-nursery

Botanical Name	Common Name
Permanent Grasses/Sedges/Rushes:	
Andropogon gerardii	Big Bluestem
Bouteloua curtipendula	Side Oats Grama
Carex spp.	Prairie Sedge Mix
Elymus canadensis	Canada Wild Rye
Panicum virgatum	Switch Grass
Schizachyrium scoparium	Little Bluestem
Sorghastrum nutans	Indian Grass
Temporary Cover:	
Avena sativa	Common Oat
Lolium multiflorum	Annual Rye
Forbs & Shrubs:	
Asclepias syriaca	Common Milkweed
Asclepias tuberosa	Butterfly Weed
Chamaecrista fasciculata	Partridge Pea
Coreopsis lanceolata	Sand Coreopsis
Echinacea purpurea	Broad-leaved Purple Coneflower
Heliopsis helianthoides	False Sunflower
Lupinus perennis	Wild Lupine
Monarda fistulosa	Wild Bergamot
Penstemon digitalis	Foxglove Beard Tongue
Pycnanthemum virginianum	Common Mountain Mint
Ratibida pinnata	Yellow Coneflower
Rudbeckia hirta	Black-Eyed Susan
Solidago speciosa	Showy Goldenrod
Symphyotrichum laeve	Smooth Blue Aster
Symphyotrichum novae-angliae	New England Aster

Stormwater Seed Mix
Stantec Native Plant Nursery 574-586-2412
stantec.com/native-plant-nursery

Botanical Name	Common Name
Permanent Grasses/Sedges/Rushes:	
Bolboschoenus fluviatilis	River Bulrush
Carex cristatella	Crested Oval Sedge
Carex lurida	Bottlebrush Sedge
Carex vulpinoidea	Brown Fox Sedge
Elymus virginicus	Virginia Wild Rye
Glyceria striata	Fowl Manna Grass
Juncus effusus	Common Rush
Leersia oryzoides	Rice Cut Grass
Panicum virgatum	Switch Grass
Schoenoplectus tabernaemontani	Softstem Bulrush
Scirpus atrovirens	Dark Green Rush
Scirpus cyperinus	Wool Grass
Temporary Cover:	
Avena sativa	Common Oat
Lolium multiflorum	Annual Rye
Forbs & Shrubs:	
Alisma spp.	Water Plantain (Various Mix)
Asclepias incamata	Swamp Milkweed
Bidens spp.	Bidens (Various Mix)
Helenium autumnale	Sneezeweed
Iris virginica	Blue Flag
Lycopus americanus	Common Water Horehound
Mimulus ringens	Monkey Flower
Oligoneuron riddellii	Riddell's Goldenrod
Penthorum sedoides	Ditch Stonecrop
Polygonum spp.	Pinkweed (Various Mix)
Rudbeckia subtomentosa	Sweet Black-Eyed Susan
Rudbeckia triloba	Brown-Eyed Susan
Sagittaria latifolia	Common Arrowhead
Senna hebecarpa	Wild Senna
Symphyotrichum novae-angliae	New England Aster
Thalictrum dasycarpum	Purple Meadow Rue

TREE PROTECTION WILL BE ERECTED PRIOR TO START OF CONSTRUCTION ACTIVITIES AND SHALL REMAIN IN PLACE UNTIL CONSTRUCTION IS COMPLETE

NO PERSON MAY CONDUCT ANY ACTIVITY WITHIN THE DRIP LINE OF ANY TREE DESIGNATED TO REMAIN; INCLUDING, BUT NOT LIMITED TO PLACING SOLVENTS, BUILDING MATERIAL, CONSTRUCTION EQUIPMENT OR SOIL DEPOSITS WITHIN DRIP LINES

GRADE CHANGES MAY NOT OCCUR WITHIN THE DRIP LINE OF PROTECTED TREES

DURING CONSTRUCTION, NO PERSON SHALL ATTACH ANY DEVICE OR WIRE TO ANY REMAINING TREE

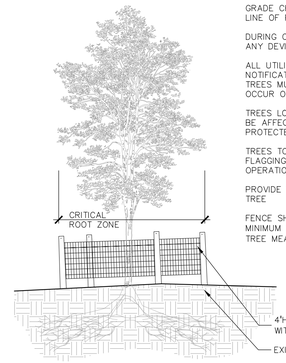
ALL UTILITY SERVICE REQUESTS MUST INCLUDE NOTIFICATION TO THE INSTALLER THAT PROTECTED TREES MUST BE AVOIDED. ALL TRENCHING SHALL OCCUR OUTSIDE OF THE PROTECTIVE FENCING

TREES LOCATED ON ADJACENT PROPERTY THAT MAY BE AFFECTED BY CONSTRUCTION ACTIVITIES MUST BE PROTECTED

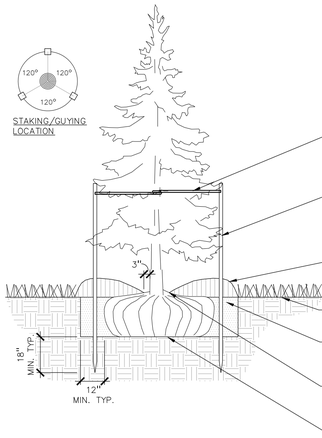
TREES TO BE PRESERVED SHALL BE IDENTIFIED WITH FLAGGING PRIOR TO THE TREE CLEARING OPERATIONS

PROVIDE FENCE AROUND CRITICAL ROOT ZONE OF TREE

FENCE SHALL BE PLACED IN A CIRCLE WITH A MINIMUM RADIUS OF 1' PER 1" DIAMETER OF THE TREE MEASURED AT 4.5' ABOVE GROUND



3 TREE PROTECTION DETAIL
SCALE: 1" = 3'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

STAKE JUST BELOW BRANCHES WITH 2"–3" WIDE NYLON OR PLASTIC STRAPS. CONNECT FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

THREE 2"X2" HARDWOOD STAKES OR STEEL T–POSTS DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIPLINE, 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

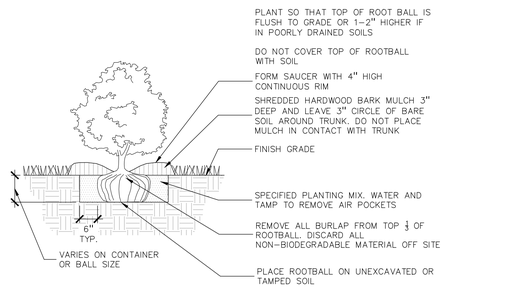
FINISH GRADE

SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP 1/3 OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

2 EVERGREEN TREE PLANTING DETAIL
SCALE: 1" = 3'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

DO NOT COVER TOP OF ROOTBALL WITH SOIL

FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

SHREDDED HARDWOOD BARK MULCH 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TRUNK

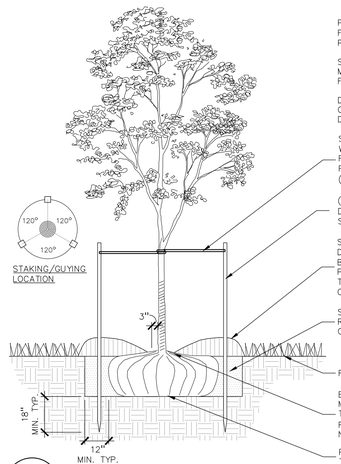
FINISH GRADE

SPECIFIED PLANTING MIX, WATER AND TAMP TO REMOVE AIR POCKETS

REMOVE ALL BURLAP FROM TOP 1/3 OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

4 SHRUB PLANTING DETAIL
SCALE: 1" = 2'-0"



PLANT SO THAT TOP OF ROOT BALL IS FLUSH TO GRADE OR 1–2" HIGHER IF IN POORLY DRAINED SOILS

SECURE TREE WRAP WITH BIODEGRADABLE MATERIAL AT TOP & BOTTOM, REMOVE AFTER FIRST WINTER

DO NOT PRUNE TERMINAL LEADER PRUNE ONLY DEAD, BROKEN BRANCHES AS DIRECTED BY LANDSCAPE ARCHITECT

STAKE JUST BELOW BRANCHES WITH 2"–3" WIDE NYLON OR PLASTIC STRAPS. CONNECT FROM TREE TO STAKE AND ALLOW FOR FLEXIBILITY. REMOVE AFTER (1) ONE YEAR. (DO NOT USE WIRE & HOSE)

(3) THREE 2"X2" HARDWOOD STAKES DRIVEN A MIN. OF 18" DEEP FIRMLY INTO SUBGRADE PRIOR TO BACKFILLING

SHREDDED HARDWOOD BARK MULCH TO DRIPLINE, 3" DEEP AND LEAVE 3" CIRCLE OF BARE SOIL AROUND TREE TRUNK. DO NOT PLACE MULCH IN CONTACT WITH TREE TRUNK. FORM SAUCER WITH 4" HIGH CONTINUOUS RIM

SPECIFIED PLANTING MIX, WATER & TAMP TO REMOVE AIR POCKETS, AMEND SOIL PER SITE CONDITIONS & TREE REQUIREMENTS

FINISH GRADE

EXPOSE ROOT FLARE OF TREE. CONTRACTOR MAY HAVE TO REMOVE EXCESS SOIL FROM TOP OF ROOTBALL. REMOVE ALL BURLAP FROM TOP 1/3 OF ROOTBALL. DISCARD ALL NON–BIODEGRADABLE MATERIAL OFF SITE

PLACE ROOTBALL ON UNEXCAVATED OR TAMPED SOIL

1 DECIDUOUS TREE PLANTING DETAIL
SCALE: 1" = 3'-0"

NOT FOR CONSTRUCTION

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 4102
REGISTERED LANDSCAPE ARCHITECT

811 Know what's below. Call before you dig.

CAUTION!!
THE LOCATIONS AND ELEVATIONS OF EXISTING UNDERGROUND UTILITIES AS SHOWN ON THIS DRAWING ARE ONLY APPROXIMATE. NO GUARANTEE IS EITHER EXPRESSED OR IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF. THE CONTRACTOR SHALL BE EXCLUSIVELY RESPONSIBLE FOR DETERMINING THE EXACT UTILITY LOCATIONS AND ELEVATIONS PRIOR TO THE START OF CONSTRUCTION.

CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,
TROY, MI

REVISIONS

REV. PER COMMENTS 2/25/25	3/7/2025

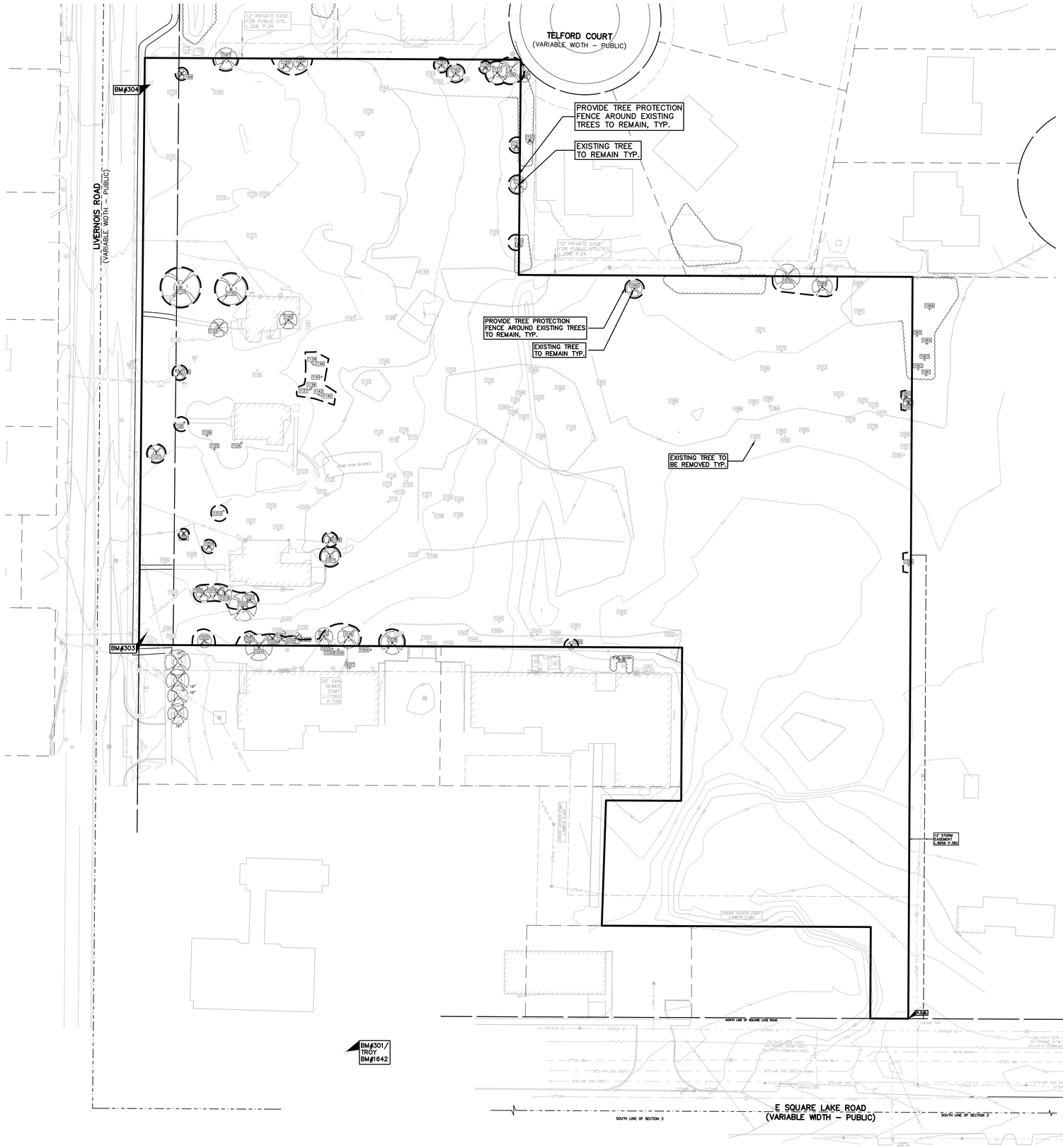
ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
LANDSCAPE DETAILS

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
L-1.1

\\peo-n-fs01\shared\PROJECTS\2017\2017-009 GFA SQUARE LAKE - PR\Dwg\Site Plans\(L-1.1) LANDSCAPE DETAILS-170309.dwg



KEY

27.82	= EXISTING TREE/ TAG TO REMAIN
27.82	= EXISTING TREE / TAG TO BE REMOVED
	= TREE PROTECTION FENCE

WOODLAND TREES			
WOODLAND TREES REMOVED:	**30**	(REPLACE AT 50% OF REMOVED DBH)	
329" DBH x 0.5 =		**165"**	REPLACEMENT
WOODLAND TREES SAVED:	44	**(CREDIT OF 2X DBH)**	
440 DBH x 2 =		**880"**	CREDIT
164.5 -	880	**=**	-715.5
0 " DBH REQUIRED FOR REPLACEMENT			

LANDMARK TREES			
LANDMARK TREES REMOVED:	11	**(REPLACE AT 100% OF REMOVED DBH)**	
189" DBH x 1 =		**189"**	REPLACEMENT
LANDMARK TREES SAVED:	4	**(CREDIT OF 2X DBH)**	
77" DBH x 2 =		**154"**	CREDIT
189 -	154	**=**	35
35" DBH REQUIRED FOR REPLACEMENT			

PEA GROUP
t: 844.813.2949
www.peagroup.com

STATE OF MICHIGAN
LYNN A. WHIPPLE
LANDSCAPE ARCHITECT
No. 47001
REGISTERED LANDSCAPE ARCHITECT

NORTH

0 20 40 80
SCALE: 1" = 40'

811 Know what's below. Call before you dig.

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CLIENT
GFA DEVELOPMENT, INC.
3301 MIRAGE DRIVE
TROY, MI 48083

PROJECT TITLE
THE VILLAGE OF HASTINGS
PART OF THE SW 1/4 OF SECTION 3, T. 02N., R. 11E.,
TROY, MI

REVISIONS

REV. PER COMMENTS 2/25/25	3/7/2025

ORIGINAL ISSUE DATE:
DECEMBER 13, 2024

DRAWING TITLE
TREE PRESERVATION PLAN

PEA JOB NO.	2017-009
P.M.	JBT
DN.	LAW
DES.	LAW

DRAWING NUMBER:
T-1.0

NOT FOR CONSTRUCTION

\\pea-fs-file\shared\PROJECTS\2017\2017-009 EFA SQUARE LAKE - #90\Dwg\Site Plans\(T-1.0) TREE PRESERVATION - 17009.dwg

TAG	CODE	DBH	COMMON NAME	LATIN NAME	CONDITION	NOTE	CLASS	SAVE / REMOVE	ON-SITE
1	E	6	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
2	E	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y
3	CT	11	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
4	BW	13	Black Walnut	Juglans nigra	Very Poor		WOODLAND	S	Y
5	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
6	BX	8	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
7	B	9	Basswood	Tilia americana	Fair		WOODLAND	S	Y
8	BX	6	Box elder	Acer negundo	Poor		INVASIVE	S	Y
9	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
10	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
11	B	6	Basswood	Tilia americana	Poor		WOODLAND	S	Y
12	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
13	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
14	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
15	E	7	American Elm	Ulmus americana	Very Poor		INVASIVE	S	Y
16	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
17	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
18	CT	8	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
19	NM	11	Norway Maple	Acer platanoides	Fair		INVASIVE	S	Y
20	E	12	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
21	BX	12	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
22	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
23	E	7	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
24	CT	11	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y
25	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
26	CT	8	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
27	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
28	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y
29	E	13	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
30	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
31	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
32	NM	15	Norway Maple	Acer platanoides	Very Poor		INVASIVE	S	Y
33	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
34	B	10	Basswood	Tilia americana	Poor		WOODLAND	S	Y
35	B	11	Basswood	Tilia americana	Poor		WOODLAND	S	Y
36	E	6	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
37	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
38	BC	7	Wild Black Cherry	Prunus serotina	Fair		WOODLAND	S	Y
39	E	6	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
40	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
41	B	9	Basswood	Tilia americana	Fair		WOODLAND	S	Y
42	B	8	Basswood	Tilia americana	Poor		WOODLAND	S	Y
43	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
44	B	6	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
45	BC	10	Wild Black Cherry	Prunus serotina	Good		WOODLAND	S	Y
46	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
47	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
48	B	8	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
49	B	11	Basswood	Tilia americana	Poor		WOODLAND	S	Y
50	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
51	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
52	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
53A	GA	7	Green Ash	Fraxinus pennsylvanica	Very Poor		INVASIVE	S	Y
53B	E	9	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
54	E	7	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
55	BW	8	Black Walnut	Juglans nigra	Fair		WOODLAND	S	Y
56	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
57	E	10	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
58	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
59	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
60	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
61	CT	11	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
62	NM	12	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
63	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
64	CT	21	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y
65	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
66	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
67	CT	12	Cottonwood	Populus deltoides	Poor		INVASIVE	S	Y
68	NM	7	Norway Maple	Acer platanoides	Poor		INVASIVE	S	Y
69	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
70	BX	9	Box elder	Acer negundo	Poor		INVASIVE	S	Y
71	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
72	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
73	BX	7	Box elder	Acer negundo	Poor		INVASIVE	S	Y
74	B	13	Basswood	Tilia americana	Fair		WOODLAND	S	Y
75	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
76	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
77	B	11	Basswood	Tilia americana	Fair		WOODLAND	S	Y
78	BX	9	Box elder	Acer negundo	Fair		INVASIVE	S	Y
79	CT	~~14~~	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
80	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
81	CT	12	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
82	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
83	B	7	Basswood	Tilia americana	Poor		WOODLAND	S	Y
84	CT	12	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
85	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
86	PW	~~14~~	White Poplar	Populus alba	Good		INVASIVE	S	Y
87	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
88	E	9	American Elm	Ulmus americana	Poor		INVASIVE	S	Y
89	BX	11	Box elder	Acer negundo	Poor		INVASIVE	S	Y
90	E	10	American Elm	Ulmus americana	Good		INVASIVE	S	Y
91	E	8	American Elm	Ulmus americana	Fair		INVASIVE	S	Y
92	BX	11	Box elder	Acer negundo	Poor		INVASIVE	S	Y
93	BX	13	Box elder	Acer negundo	Poor		INVASIVE	S	Y
94	B	~~14~~	Basswood	Tilia americana	Very Poor		WOODLAND	S	Y
95	BX	~~16~~	Box elder	Acer negundo	Poor		INVASIVE	S	Y
96A	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
96B	B	9	Basswood	Tilia americana	Poor		WOODLAND	S	Y
97	BX	10	Box elder	Acer negundo	Poor		INVASIVE	S	Y
98	BX	11	Box elder	Acer negundo	Very Poor		INVASIVE	S	Y
99	CT	11	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y
100	RO	8	Red Oak	Quercus rubra	Poor		WOODLAND	S	Y
101	B	7	Basswood	Tilia americana	Fair		WOODLAND	S	Y
102	BX	12	Box elder	Acer negundo	Poor		INVASIVE	S	Y
103	BX	8	Box elder	Acer negundo	Poor		INVASIVE	S	Y
~~104~~	~~BX~~	~~7~~	~~Box elder~~	~~Acer negundo~~	Very Poor		INVASIVE	S	Y
~~105~~	~~BX~~	~~9~~	~~Box elder~~	~~Acer negundo~~	Very Poor		INVASIVE	S	Y
~~106~~	~~BX~~	~~12~~	~~Box elder~~	~~Acer negundo~~	Poor		INVASIVE	S	Y
~~107~~	~~BX~~	~~17~~	~~Box elder~~	~~Acer negundo~~	Poor		INVASIVE	S	Y
~~108~~	~~BX~~	~~9~~	~~Box elder~~	~~Acer negundo~~	Poor		INVASIVE	S	Y
109	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
110	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
111	B	12	Basswood	Tilia americana	Fair		WOODLAND	S	Y
112	B	10	Basswood	Tilia americana	Fair		WOODLAND	S	Y
113	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
114	B	8	Basswood	Tilia americana	Fair		WOODLAND	S	Y
115	BX	7	Box elder	Acer negundo	Fair		INVASIVE	S	N
116	BX	8	Box elder	Acer negundo	Fair		INVASIVE	S	N
117	PW	6	White Poplar	Populus alba	Good		INVASIVE	S	N
~~1001~~	~~BS~~	~~10~~	~~Blue Spruce~~	~~Picea pungens~~	Poor		~~WOODLAND~~	~~R~~	~~Y~~
~~1002~~	~~AU~~	~~15~~	~~Austrian Pine~~	~~Pinus nigra~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
1003	SC	11	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
~~1004~~	~~B~~	~~23~~	~~Basswood~~	~~Tilia americana~~	~~Good~~		~~LANDMARK~~	~~R~~	~~Y~~
1005	SM	12	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
~~1006~~	~~NS~~	~~14~~	~~Norway Spruce~~	~~Picea Abies~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
1007	WS	7	White Spruce	Picea glauca	Poor		WOODLAND	S	Y
~~1008~~	~~NM~~	~~27~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1009	WS	14	White Spruce	Picea glauca	Fair		WOODLAND	S	Y
1010	TH	7	Thornapple/Hawthorne	Crataegus spp.	Poor		WOODLAND	S	Y
~~1011~~	~~TH~~	~~11~~	~~Thornapple/Hawthorne~~	~~Crataegus spp.~~	~~Poor~~		~~WOODLAND~~	~~R~~	~~Y~~
~~1012~~	~~SU~~	~~17~~	~~Sugar Maple~~	~~Acer saccharum~~	~~Fair~~		~~LANDMARK~~	~~R~~	~~Y~~
~~1013~~	~~NM~~	~~10~~	~~Norway Maple~~	~~Acer platanoides~~	~~Fair~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1014~~	~~NM~~	~~13~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1015~~	~~NM~~	~~11~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1016	WS	10	White Spruce	Picea glauca	Poor		WOODLAND	S	Y
1017	SU	14	Sugar Maple	Acer saccharum	Very Poor	dead	WOODLAND	S	Y
1018	SC	12	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
1019	NM	11	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1020	SM	22	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
1021	SC	20	Scotch Pine	Pinus sylvestris	Good		LANDMARK	S	Y
1022	NM	12	Norway Maple	Acer platanoides	Fair		INVASIVE	S	Y
1023	SC	7	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	Y
1024	NM	21	Norway Maple	Acer platanoides	Good		INVASIVE	S	N
~~1025~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
~~1026~~	~~NM~~	~~8~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1027~~	~~NM~~	~~10~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1028	NM	10	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1029	NM	8	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
~~1030~~	~~NM~~	~~9~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1031	NM	9	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1032	BX	14	Box elder	Acer negundo	Fair		INVASIVE	S	Y
1033	BX	11	Box elder	Acer negundo	Fair		INVASIVE	S	N
1034	AU	16	Austrian Pine	Pinus nigra	Fair		WOODLAND	S	N
1035	NM	6	Norway Maple	Acer platanoides	Good		INVASIVE	S	N
1036	AU	17	Austrian Pine	Pinus nigra	Very Poor	dead	WOODLAND	S	Y
1037	NM	12	Norway Maple	Acer platanoides	Fair		INVASIVE	S	N
1038	BX	18	Box elder	Acer negundo	Fair		INVASIVE	S	Y
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~~1048~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Poor~~		~~WOODLAND~~	~~R~~	~~Y~~
~~1049~~	~~SC~~	~~14~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Poor~~		~~WOODLAND~~	~~R~~	~~Y~~
1050	SM	6	Silver Maple	Acer saccharinum	Fair		INVASIVE	S	Y
~~1051~~	~~SM~~	~~22~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1052~~	~~NM~~	~~8~~	~~Norway Maple~~	~~Acer platanoides~~	~~Very Poor~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1053~~	~~SM~~	~~30~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Poor~~		~~INVASIVE~~	~~R~~	~~Y~~
1054	SU	7	Sugar Maple	Acer saccharum	Good		WOODLAND	S	N
1055	TH	7	Thornapple/Hawthorne	Cragaegus spp.	Very Poor	x2 dead	WOODLAND	S	Y
~~1056~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
~~1057~~	~~SC~~	~~12~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
~~1058~~	~~SC~~	~~13~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
1059	BX	8	Box elder	Acer negundo	Fair		INVASIVE	S	Y
1060	BX	8	Box elder	Acer negundo	Fair	x2	INVASIVE	S	Y
1061	BS	6	Blue Spruce	Picea pungens	Fair		WOODLAND	S	N
1062	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1063	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1064	NS	7	Norway Spruce	Picea Abies	Good		WOODLAND	S	N
1065	NS	6	Norway Spruce	Picea Abies	Fair		WOODLAND	S	N
1066	SC	17	Scotch Pine	Pinus sylvestris	Fair		WOODLAND	S	N
~~1067~~	~~CT~~	~~25~~	~~Cottonwood~~	~~Populus deltoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1068~~	~~WP~~	~~21~~	~~(Eastern) White Pine~~	~~Pinus strobus~~	~~Fair~~		~~LANDMARK~~	~~R~~	~~Y~~
1069	BW	16	Black Walnut	Juglans nigra	Good		WOODLAND	S	Y
1070	AU	20	Austrian Pine	Pinus nigra	Good		LANDMARK	S	Y
~~1071~~	~~MH~~	~~16~~	~~Bitternut Hickory~~	~~Carya cordiformis~~	~~Good~~	~~bitternut hickory~~	~~LANDMARK~~	~~R~~	~~Y~~
~~1072~~	~~SH~~	~~16~~	~~Shagbark Hickory~~	~~Carya ovata~~	~~Good~~	~~hickory~~	~~LANDMARK~~	~~R~~	~~Y~~
~~1073~~	~~SH~~	~~8~~	~~Shagbark Hickory~~	~~Carya ovata~~	~~Very Poor~~	~~hickory~~	~~WOODLAND~~	~~R~~	~~Y~~
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~~1094~~	~~C~~	~~7~~	~~Catalpa~~	~~Catalpa speciosa~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
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~~1106~~	~~SM~~	~~31~~	~~Silver Maple~~	~~Acer saccharinum~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
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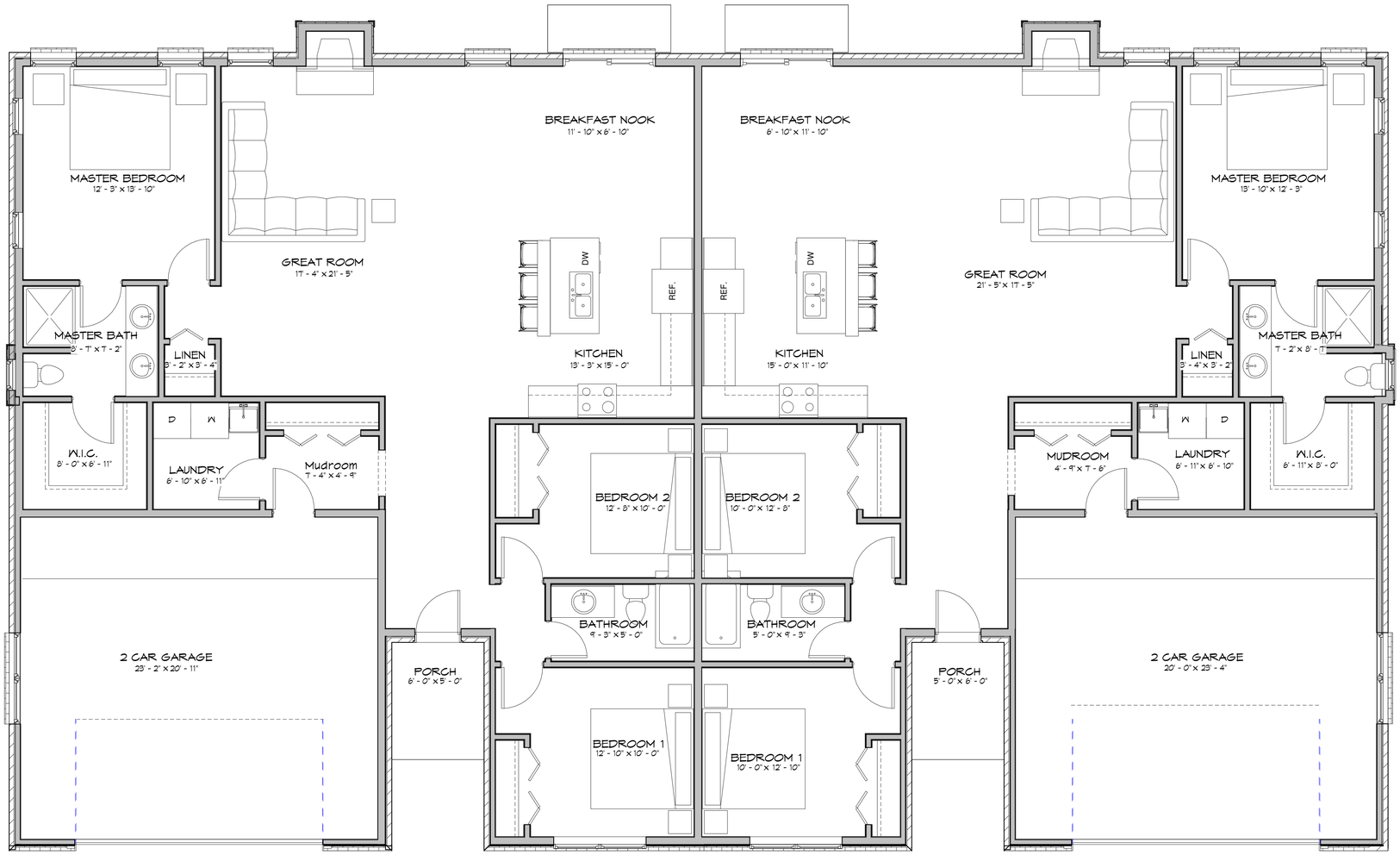
~~1118~~	~~BW~~	~~8~~	~~Black Walnut~~	~~Juglans nigra~~	~~Good~~	~~o/s 10 ft E~~	~~WOODLAND~~	~~R~~	~~Y~~
~~1119~~	~~BT~~	~~20~~	~~Butternut~~	~~Juglans cinerea~~	~~Fair~~		~~LANDMARK~~	~~R~~	~~Y~~
~~1120~~	~~E~~	~~15~~	~~American Elm~~	~~Ulmus americana~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
~~1121~~	~~SC~~	~~20~~	~~Scotch Pine~~	~~Pinus sylvestris~~	~~Fair~~		~~LANDMARK~~	~~R~~	~~Y~~
~~1122~~	~~E~~	~~11~~	~~American Elm~~	~~Ulmus americana~~	~~Good~~	~~x1~~	~~INVASIVE~~	~~R~~	~~Y~~
~~1123~~	~~NM~~	~~24~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1124	BS	8	Blue Spruce	Picea pungens	Good		WOODLAND	S	Y
1125	NM	24	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1126	NM	15	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
1127	MW	13	White Mulberry	Morus alba	Fair		INVASIVE	S	Y
1128	NM	20	Norway Maple	Acer platanoides	Good		INVASIVE	S	Y
~~1129~~	~~WO~~	~~14~~	~~White Oak~~	~~Quercus alba~~	~~Fair~~		~~WOODLAND~~	~~R~~	~~Y~~
1130	WP	10	(Eastern) White Pine	Pinus strobus	Good		WOODLAND	S	Y
1131	SM	31	Silver Maple	Acer saccharinum	Good		INVASIVE	S	Y
~~1132~~	~~WP~~	~~15~~	~~(Eastern) White Pine~~	~~Pinus strobus~~	~~Good~~		~~WOODLAND~~	~~R~~	~~Y~~
1133	WS	14	White Spruce	Picea glauca	Fair		WOODLAND	S	Y
~~1134~~	~~NM~~	~~12~~	~~Norway Maple~~	~~Acer platanoides~~	~~Good~~		~~INVASIVE~~	~~R~~	~~Y~~
1135	WS	24	White Spruce	Picea glauca	Poor		LANDMARK	S	Y
~~1136~~	~~MW~~	~~7~~	~~White Mulberry~~	~~Morus alba~~	~~Fair~~		~~INVASIVE~



FIRST FLOOR PLAN

Scale: 1/4" = 1'-0"

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Client:

GFA Development - Ranch Duplex

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

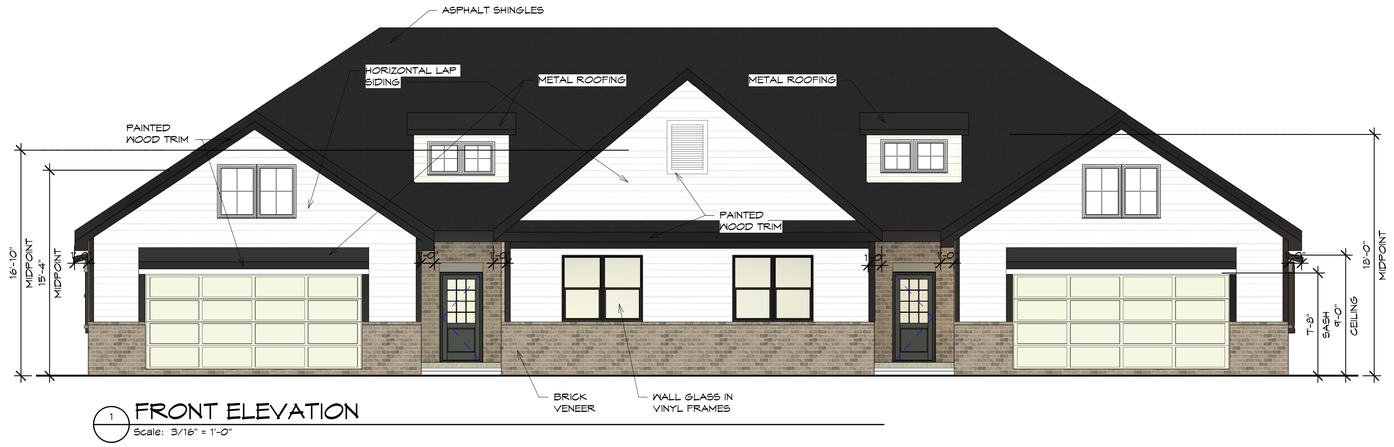
Owner's Review	06-16-23
Owner's Review	11-09-2023
SPA Approval	04-29-2024

Sheet Number:

A100

STATE OF MICHIGAN
ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
LICENSED ARCHITECT

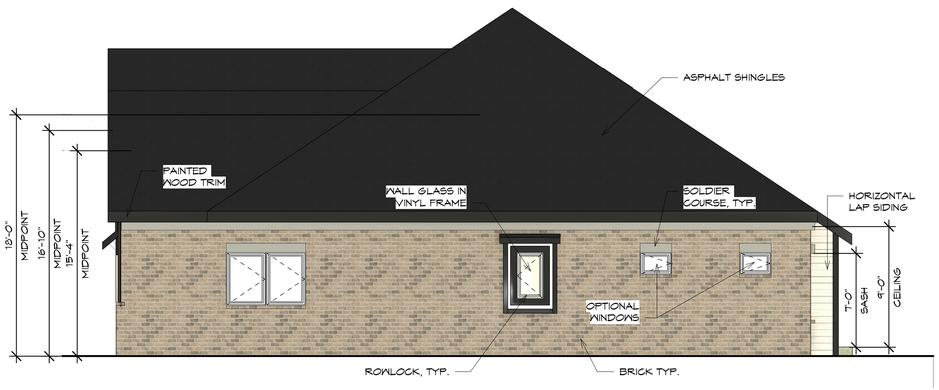
3/6/2025 6:19:05 PM



1 FRONT ELEVATION
Scale: 3/16" = 1'-0"

2 REAR ELEVATION
Scale: 3/16" = 1'-0"

3 LEFT ELEVATION
Scale: 3/16" = 1'-0"



4 RIGHT ELEVATION
Scale: 3/16" = 1'-0"

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Client:
GFA Development - Ranch Duplex

Project Title:
VILLAGE OF HASTINGS

Troy, MI

Sheet Title:
ELEVATIONS - Option A

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Review	08-04-16
Owner's Review	06-16-23
Owner's Review	11-09-2023

Sheet Number:
A200

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ARCHITECT
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Ranch Duplex

Project Title:

VILLAGE OF
HASTINGS

Troy, MI

Sheet Title:

3D VIEWS

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	08-16-23
Owner's Review	11-09-2023

Sheet Number:

A300

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MOISEEV
ARCHITECT
No.
1301031108
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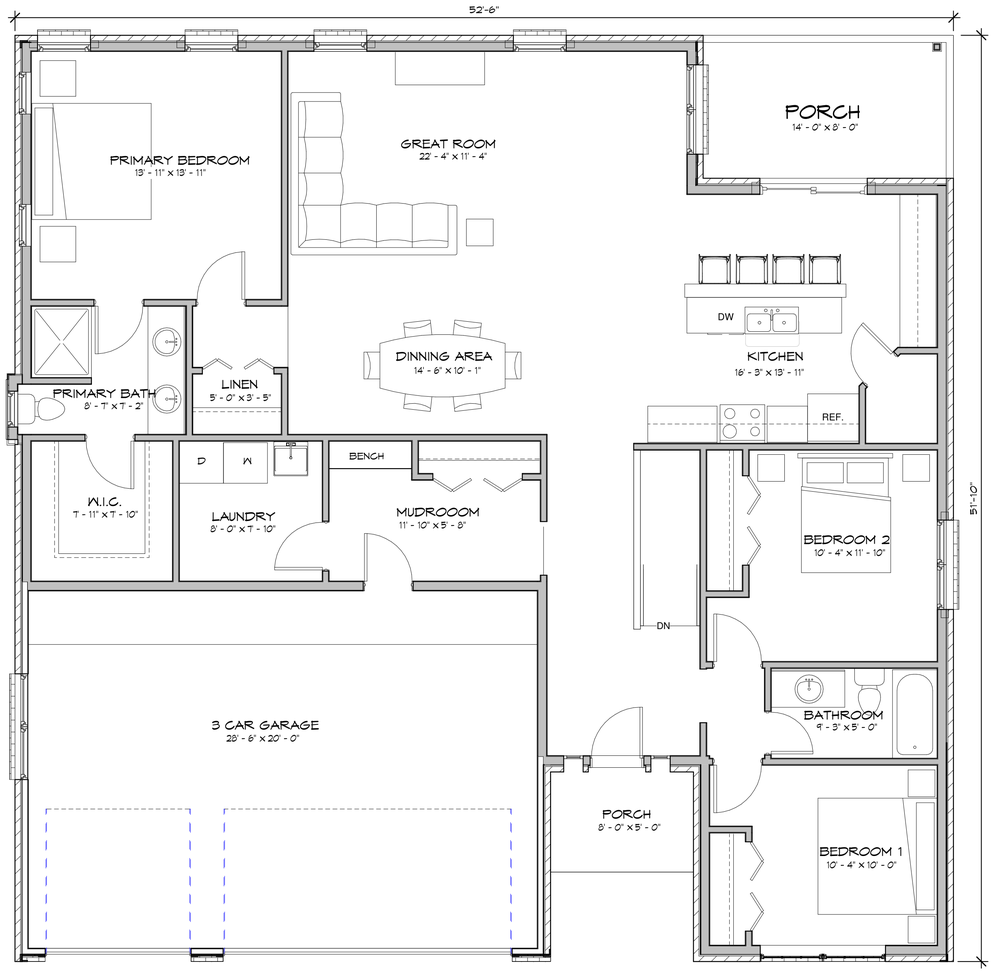

FIRST FLOOR PLAN

Scale: 1/4" = 1'-0"

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Client:

GFA Development - 3 Car Ranch Unit

Project Title:

VILLAGE OF HASTINGS

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLAN

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

Issued:

Owner's Review	06-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

Sheet Number:

A100

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ARCHITECT
No. 1301031108
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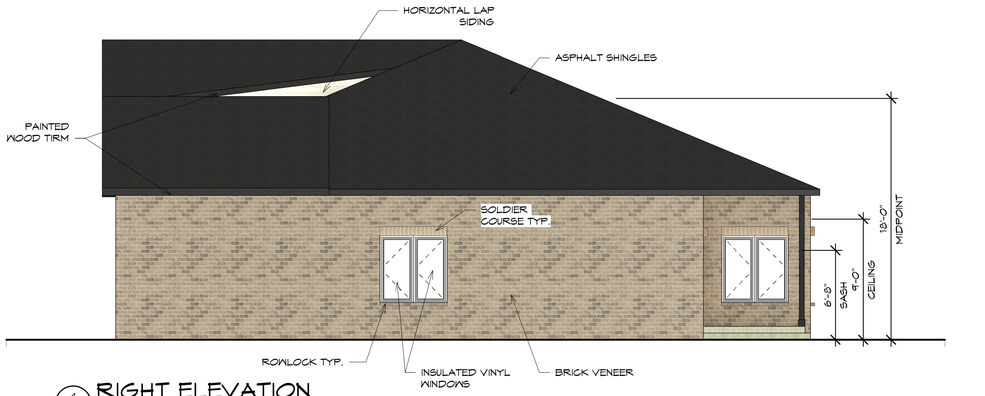
3/7/2025 10:38:24 AM

1 FRONT ELEVATION
Scale: 3/16" = 1'-0"



4 RIGHT ELEVATION
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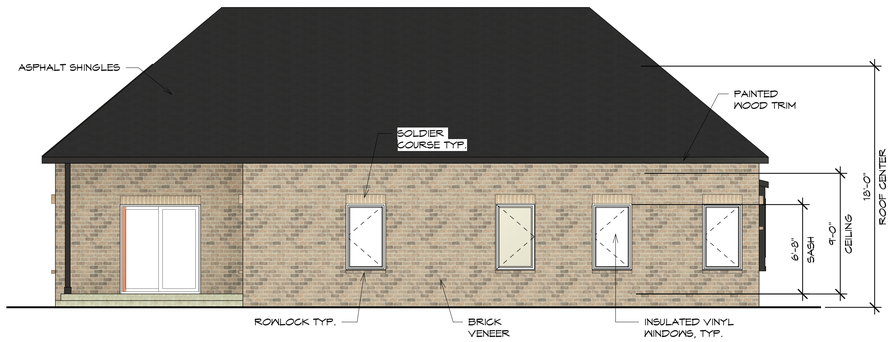

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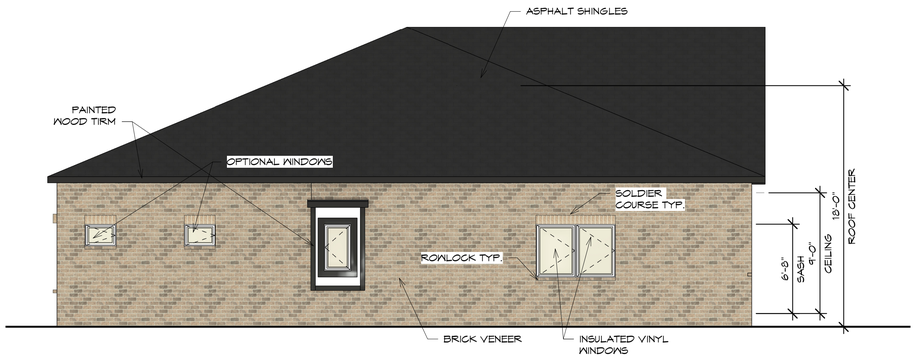

3 LEFT ELEVATION
Scale: 3/16" = 1'-0"

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Client:
GFA Development - 3 Car Ranch Unit

Project Title:
VILLAGE OF HASTINGS

Troy, MI

Sheet Title:
ELEVATIONS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

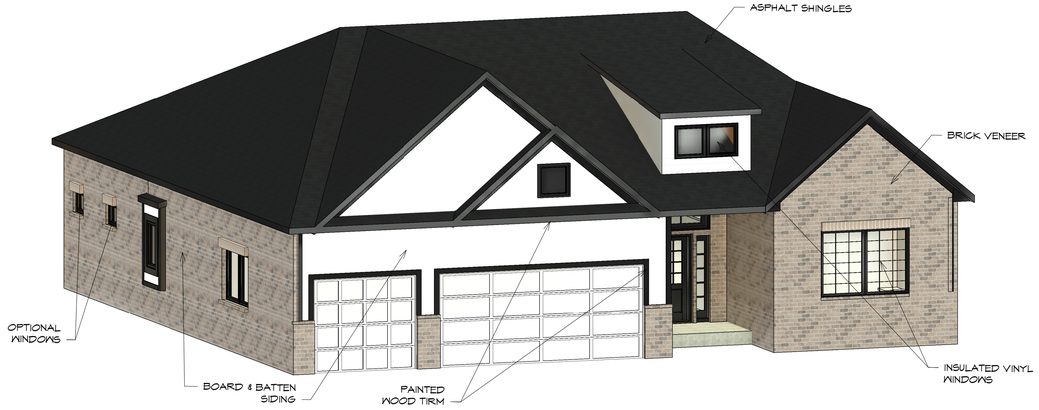
Issued:

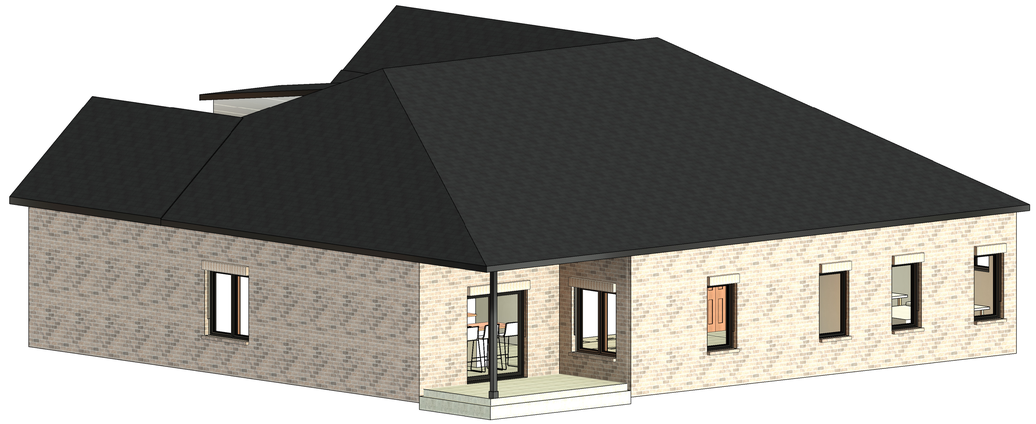
Review	08-04-16
Owner's Review	06-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

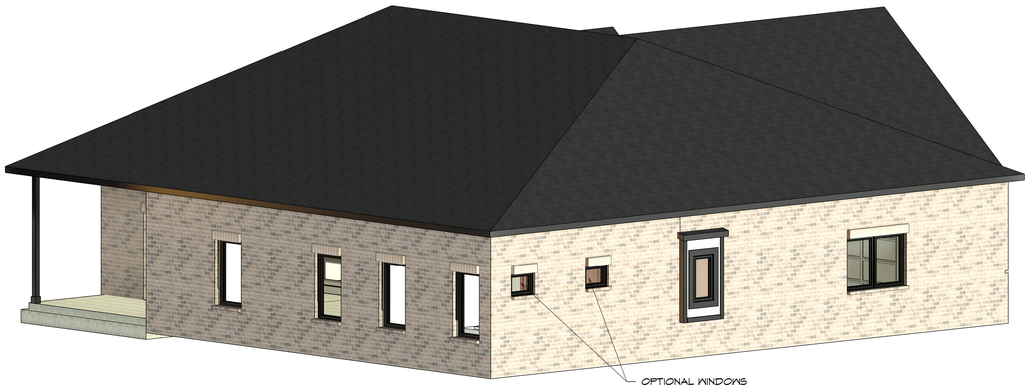
Sheet Number:
A200

STATE OF MICHIGAN
ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
LICENSED ARCHITECT

3/7/2025 10:38:30 AM







RANCH UNIT - 3 CAR GARAGE

MGA
Architects/Designers

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4351 Delemere Court
Royal Oak, MI 48073

248.549.4500 voice
248.549.7300 facs.

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Client:
GFA Development - 3 Car Ranch Unit

Troy, MI

Project Title:
VILLAGE OF HASTINGS

Sheet Title:
3D VIEWS

Project Number: 22312
Drawn By: JS
Checked By: AJM
Approved By: AJM
Date: 06-16-2023

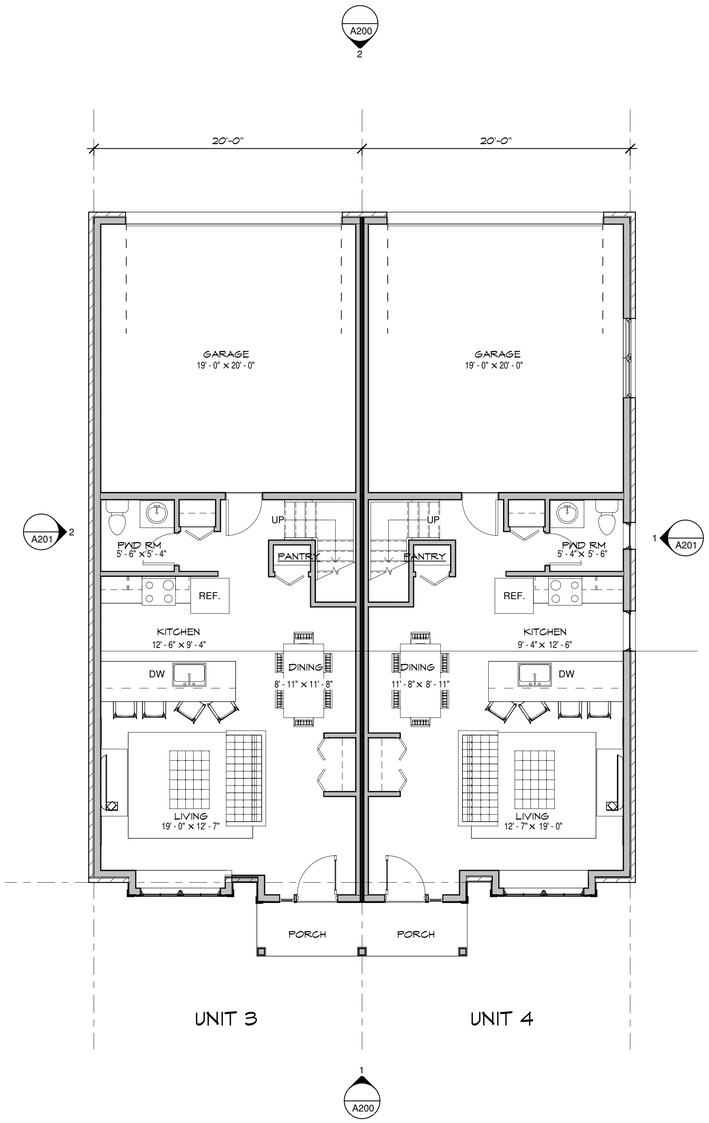
Issued:

Owner's Review	08-16-23
Owner's Review	11-09-2023
Site Plan Approval	05-14-24

Sheet Number:
A300

STATE OF MICHIGAN
ANDREW J. MOISEEV
ARCHITECT
No. 1301031108
LICENSED ARCHITECT

3/7/2025 10:38:44 AM



First Floor

Scale: 3/16" = 1'-0"

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Client:

2 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title:

FIRST FLOOR UNIT PLANS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

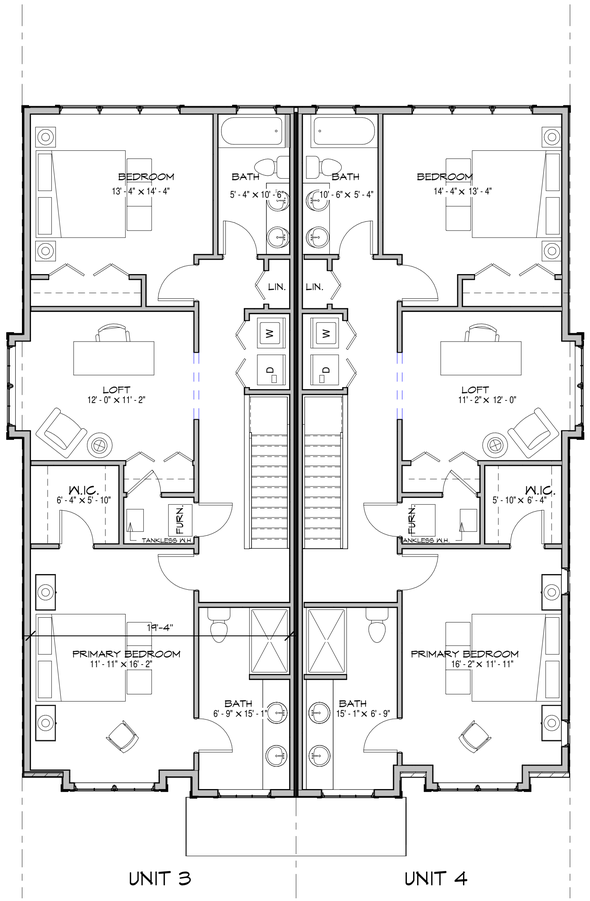
Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:

A101

PRELIMINARY NOT FOR CONSTRUCTION

3/6/2025 6:23:13 PM



Second Floor

Scale: 3/16" = 1'-0"

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Client:

2 UNIT TOWNHOUSE

Project Title:

The Village of Hastings

Troy, MI

Sheet Title:

STANDARD SECOND FLOOR UNIT PLANS

Project Number: 22312
Drawn By: AJM, JS
Checked By: AJM
Approved By: AJM
Date: 11-03-23

Issued:

Owner's Review	06-29-23
Site Plan Approval	4-30-24

Sheet Number:

A102

PRELIMINARY NOT FOR CONSTRUCTION

3/6/2025 6:23:14 PM

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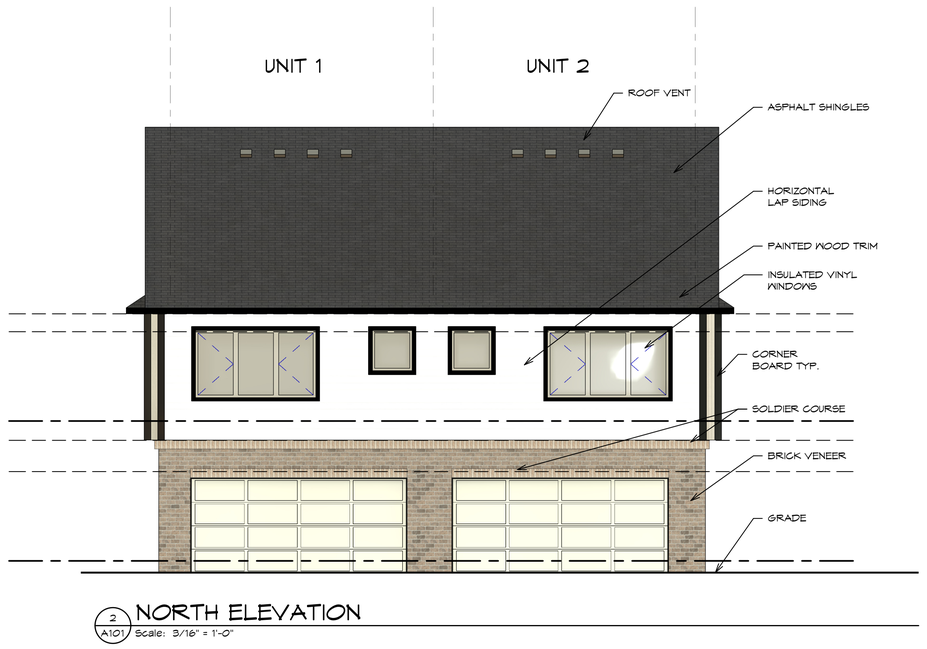
Scale: 3/16" = 1'-0"



2 A101 NORTH ELEVATION
Scale: 3/16" = 1'-0"

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Client:
2 UNIT TOWNHOUSE

Troy, MI

Project Title:
The Village of Hastings

Sheet Title:
STANDARD NORTH & SOUTH ELEVATION

Project Number: 22312
Drawn By: AJM, JH
Checked By: AJM
Approved By: AJM
Date: 11-03-23

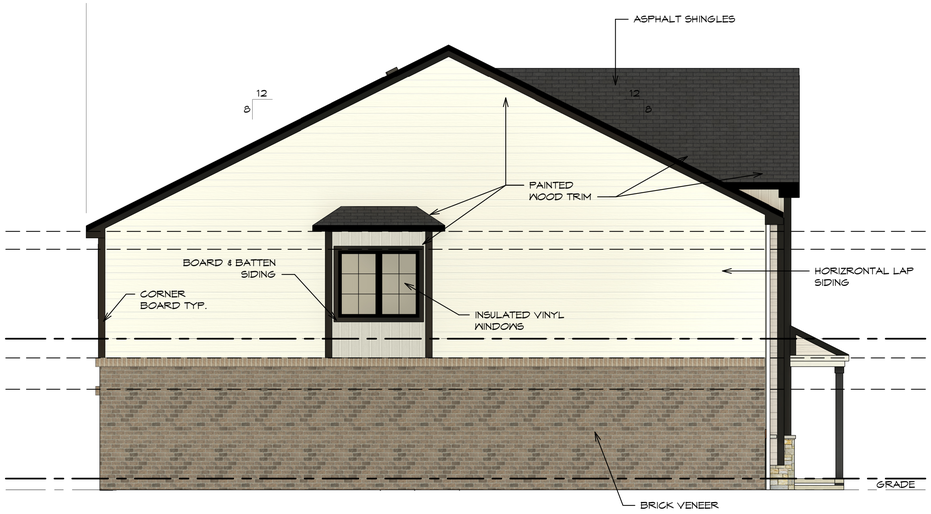
Issued:

Review	08-04-16
Owner's Review	08-29-23
Site Plan Approval	4-30-24

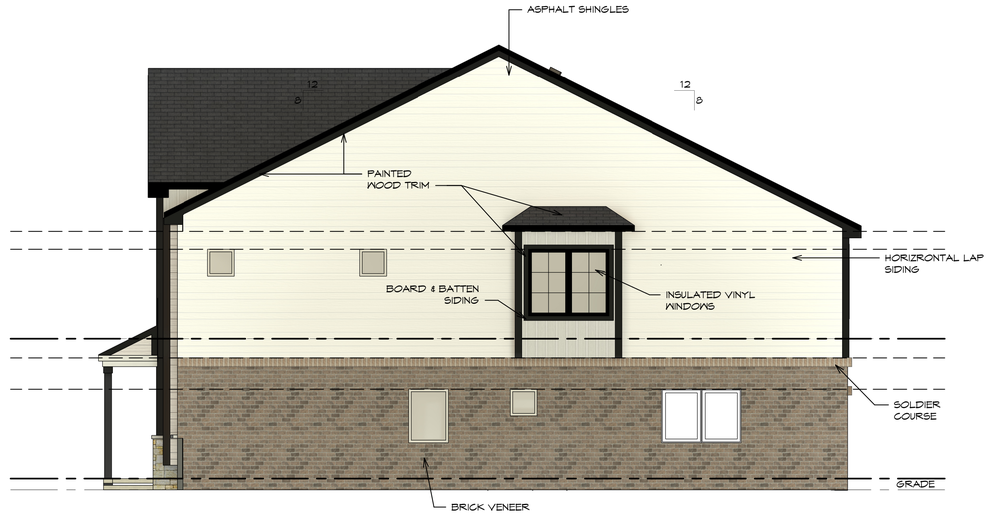
Sheet Number:
A200

PRELIMINARY NOT FOR CONSTRUCTION

3/6/2025 6:23:18 PM



2 A101 WEST ELEVATION
3/16" = 1'-0"



1 A101 EAST ELEVATION
3/16" = 1'-0"

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Client:
2 UNIT TOWNHOUSE

Project Title:
The Village of Hastings

Troy, MI

Sheet Title:
STANDARD EAST & WEST ELEVATION

Project Number: 22312
Drawn By: AJM,JS
Checked By: JS
Approved By: JS
Date:11-03-23

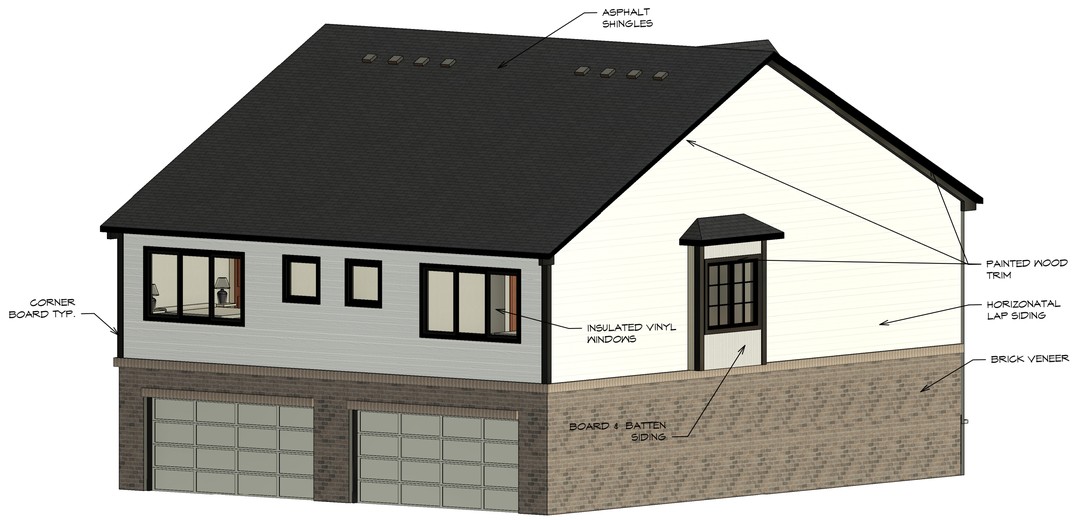
Issued:

Owner's Review	06-24-23
Site Plan Approval	4-30-24

Sheet Number:
A201

PRELIMINARY NOT FOR CONSTRUCTION

3/6/2025 6:23:23 PM



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Client:

2 UNIT TOWNHOUSE

Troy, MI

Project Title:

The Village of Hastings

Sheet Title:

STANDARD AXONMETRIC VIEWS

Project Number: 22312
Drawn By: Author
Checked By: Checker
Approved By: Approver
Date: 11-03-23

Issued:

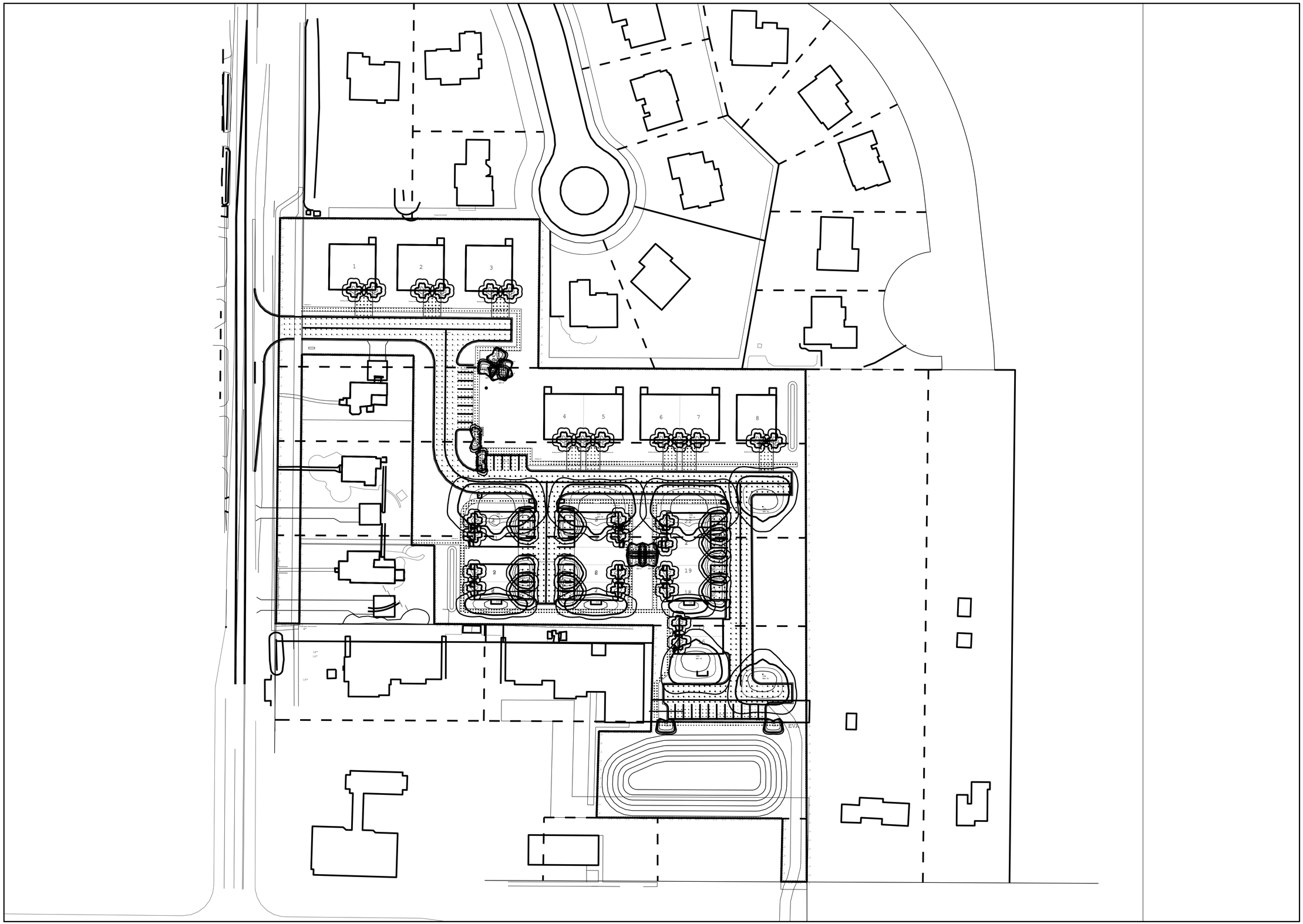
Site Plan Approval	4-30-24

Sheet Number:

A400

PRELIMINARY NOT FOR CONSTRUCTION

3/6/2025 6:23:29 PM



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Client:
GFA Development

Project Title:
Village of Hastings

TROY, MI

Sheet Title:
SITE PHOTOMETRIC PLAN

Project Number: 22312
Drawn By: AJM
Checked By:
Approved By:
Date: 03-07-25

Issued:
Owner Review
03-10-25

Sheet Number:
P1.0

PRELIMINARY NOT FOR CONSTRUCTION

File: #01.10000,20000

EXHIBIT C

PLANNING COMMISSION MINUTES AND RESOLUTION

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:01 p.m. on April 8, 2025, in the Council Chamber of the Troy City Hall. Chair Perakis and Vice Chair Malalahalli presented opening remarks relative to the role of the Planning Commission and procedure for tonight's meeting.

1. ROLL CALL

Present:
Toby Buechner
Tyler Fox
Michael W. Hutson
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis
John J. Tagle

Absent:
Carlton M. Faison

Also Present:
Ben Carlisle, Carlisle Wortman & Associates
R. Brent Savidant, Community Development Director
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

2. APPROVAL OF AGENDA

Resolution # PC-2025-04-020
Moved by: Fox
Support by: Tagle

RESOLVED, To approve the agenda as prepared.

Yes: All present (8)
Absent: Faison

MOTION CARRIED

3. APPROVAL OF MINUTES – March 11, 2025

Resolution # PC-2025-04-021
Moved by: Lambert
Support by: Hutson

RESOLVED, To approve the minutes of March 11, 2025 Regular meeting as submitted.

Yes: All present (8)
Absent: Faison

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

Deborah Louzecky, 6327 Donaldson; addressed Facebook group *Save Troy Corners*.

PLANNED UNIT DEVELOPMENT

5. PUBLIC HEARING - PLANNED UNIT DEVELOPMENT - (PUD021 JPLN2024-0012) – Proposed Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North side of Big Beaver, West side of Coolidge (3100 W. Big Beaver; PIN 88-20-19-476-002, 88-20-19-476-003 and 88-20-19-430-004), Section 19, Presently Zoned PUD (Planned Unit Development) Zoning District

Mr. Savidant said both the administration and the applicant determined it would be in the best interest to postpone the Public Hearing to the April 22, 2025 Regular meeting. He said there will be no presentation, deliberation or discussion on the item this evening.

Chair Perakis opened the Public Hearing.

PUBLIC HEARING OPENED

- Mary Ellen Barden, 2105 Babcock; addressed concerns with increase in foot traffic; unsightly view of dumpsters, meters and trash; noise and light pollution; inadequacy of 100-foot easement; and neglect by current owner to maintain property. She asked for a fence around the property and a beautiful view that mirrors Somerset Mall and the U of M building.

Chair Perakis closed the floor for public comment.

Chair Perakis asked the record to reflect that the administration received thirteen emails in support of the application.

Resolution # PC-2025-04-022
Moved by: Fox
Support by: Lambert

***RESOLVED*,** That the Public Hearing for Somerset West Concept Development Plan and Preliminary Development Plan for Phase 1A, North side of Big Beaver, West side of Coolidge (3100 W. Big Beaver; PIN 88-20-19-476-002, 88-20-19-476-003 and 88-20-19-430-004), Section 19, presently Zoned PUD (Planned Unit Development) Zoning District, be **POSTPONED** to April 22, 2025.

Yes: All present (8)
Absent: Faison

MOTION CARRIED

CONDITIONAL REZONING

6. CONDITIONAL REZONING APPLICATION (JPCR2025-001) – Proposed Village of Hastings, East side of Livernois, North of Square Lake, PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004, Section 3, Presently Zoned NN (Neighborhood Node "Q") and R-1B (One Family Residential) Zoning Districts

Mr. Carlisle gave a brief review of the Conditional Rezoning application for the proposed Village of Hastings since last reviewed at the February 25, 2025 Planning Commission meeting. Mr. Carlisle asked the Board in its deliberation to consider if the application complies with the Master Plan, and if the application meets the Conditional Rezoning Standards and Site Plan Review Design Standards. Mr. Carlisle said any recommendation for approval should be subject to the design considerations as identified in his report dated April 1, 2025.

Mr. Abitheira addressed elevations, building materials and voluntary conditions upon approval. Mr. Abitheira said he plans to put the three existing homes that are currently rental homes on the market.

There was discussion on the three existing homes.
- Zoning classification of homes as relates to the application.
- Renovations; exterior improvements only, interior in good condition, home inspection.
- Sale of homes.
- Consideration by applicant to add porches.

Mr. Abitheira offered to condition approval on placing deed restrictions on the existing homes that state the homes cannot be torn down for fifteen (15) years.

Chair Perakis opened the floor for public comment.

- Jeff Williams, 159 Telford; spoke on behalf of the Telford Ridge Homeowners Association and addressed the HOA letter of support dated April 8, 2025. He asked for clarification on the brick veneer and horizontal lap siding building materials.
- Matthew Gebara, 5305 Collington; addressed housing variety, livability and walkability of proposed development.
- Deborah Louzecky, 6327 Donaldson; thanked Mr. Abitheira for collaborating with the neighbors. Ms. Louzecky addressed concerns expressed by residents on the west side of Livernois with the future widening of Livernois.
- Leasa Williams, 159 Telford; addressed traffic concerns, layout of patios on duplexes.

Chair Perakis closed the floor for public comment.

Mr. Savident said the City Engineer and City Traffic Consultant are cognizant of the neighbors' concerns with potential road improvements.

Moved by: Fox
Support by: Malalahalli

Resolution # PC-2025-04-

RESOLVED, That the Planning Commission hereby recommends to the City Council that the NN and R-1B to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois and north of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **GRANTED,** subject to the following site plan design considerations:

1. Provide a Conditional Rezoning Agreement to be reviewed by the City Attorney.
2. Provide an updated photometric plan to satisfy City staff for approval.
3. As applicant voluntarily offered during this meeting, provide fifteen (15) year deed restriction(s) on existing three homes.

Discussion on the motion on the floor.

There was discussion on:

- Modification to Resolution to include reasons for granting approval; accepted by both maker and support of Resolution.
- Proposed landscaping; extensive as shown on plan to protect existing homes.
- Building materials; applicant confirmed brick, LPL siding, no vinyl.
- Conditions of support cited in Telford Ridge Homeowners Association communication.
- City Attorney review of Conditional Rezoning Agreement prior to the City Council consideration.
- Applicant's word not to extend development beyond subject application.

Vote on the motion on the floor, as modified.

Resolution # PC-2025-04-023

RESOLVED, That the Planning Commission hereby recommends to the City Council that the NN and R-1B to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois and north of Square Lake (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), within Section 3, being approximately 5 acres in size, be **GRANTED,** for the following reasons:

1. The request complies with the Master Plan.
2. The rezoning would permit greater flexibility in use and development of the property.
3. The conditions offered by the applicant reasonably protect the adjacent properties.
4. The rezoning would be compatible with surrounding zoning and land use.
5. The site can be adequately served with municipal water and sewer.

BE IT FURTHER RESOLVED, That the Planning Commission recommends the following site plan design considerations:

1. Provide a Conditional Rezoning Agreement to be reviewed by the City Attorney.
2. Provide an updated photometric plan to satisfy City staff for approval.
3. As applicant voluntarily offered during this meeting, provide fifteen (15) year deed restriction(s) on existing three homes.

Yes: All present (8)
Absent: Faison

MOTION CARRIED

OTHER ITEMS

7. PUBLIC COMMENT – For Items on the Agenda

There was no one present who wished to speak.

8. PLANNING COMMISSION COMMENT

There were general comments among the members.

Mr. Savidant announced there is a joint meeting of the City Council and the Planning Commission on Monday, April 28, at 6 p.m. (dinner at 5 p.m.) at the Troy Library to discuss a conceptual new Troy Library. The meeting is open to the public.

9. ADJOURN

The Regular meeting of the Planning Commission adjourned at 8:03 p.m.

Respectfully submitted,

Marianna J. Perakis, Chair

Jackie Ferency for Kathy Czarnecki

Kathy L. Czarnecki, Recording Secretary

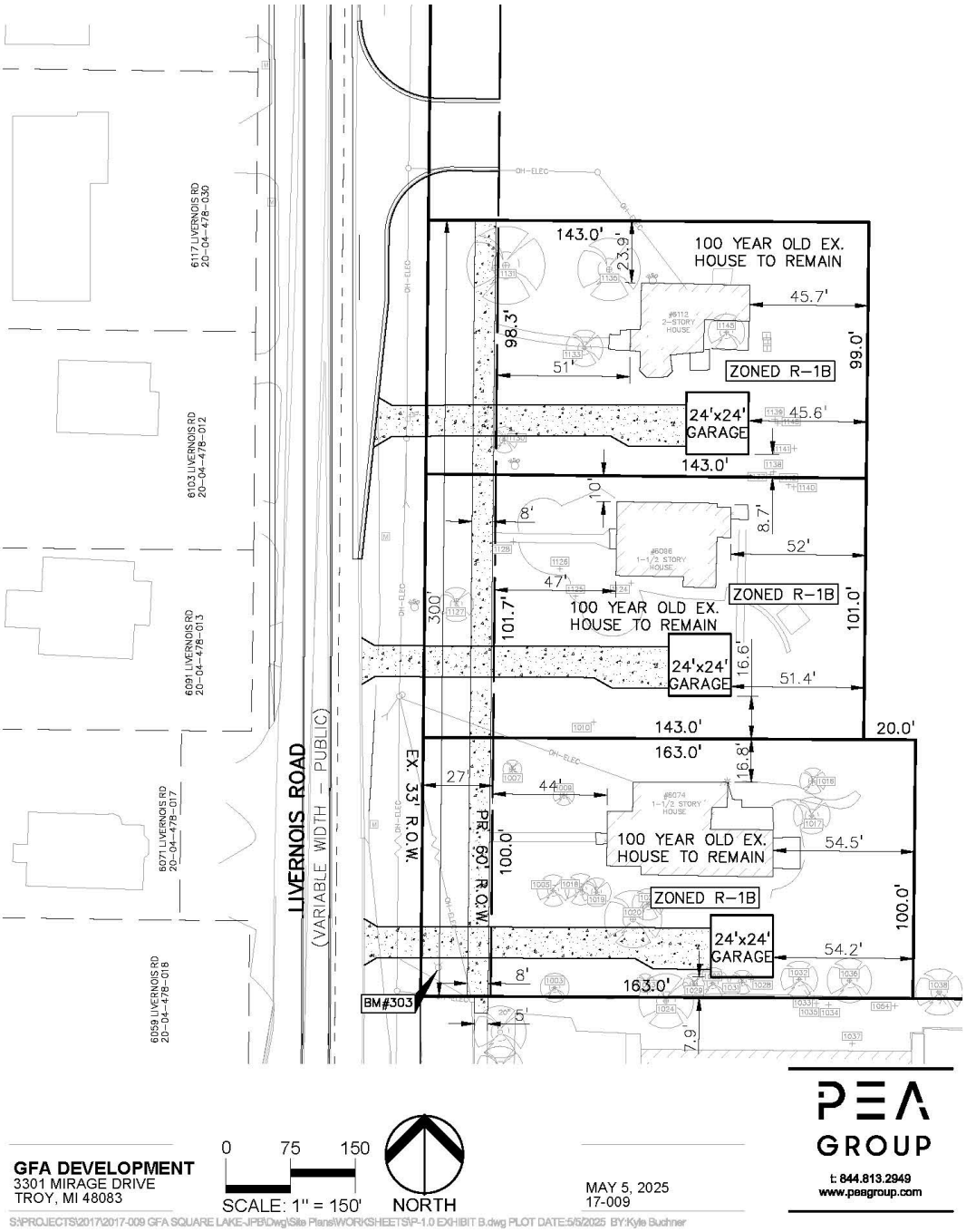
G:\PLANNING COMMISSION MINUTES\2025 PC MINUTES\FINAL\04 2025\2025 04 08 final.docx

EXHIBIT D

CITY COUNCIL RESOLUTION

(TO BE INSERTED)

Exhibit E


6117 LIVERNOIS RD
20-04-478-030
6103 LIVERNOIS RD
20-04-478-012
6091 LIVERNOIS RD
20-04-478-013
6071 LIVERNOIS RD
20-04-478-017
6059 LIVERNOIS RD
20-04-478-018
LIVERNOIS ROAD
(VARIABLE WIDTH - PUBLIC)
EX. 33' R.O.W.
PR. 60' R.O.W.
100 YEAR OLD EX. HOUSE TO REMAIN
ZONED R-1B
24'x24' GARAGE
100 YEAR OLD EX. HOUSE TO REMAIN
ZONED R-1B
24'x24' GARAGE
100 YEAR OLD EX. HOUSE TO REMAIN
ZONED R-1B
24'x24' GARAGE
BM#303
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45.7'
99.0'
98.3'
51'
45.6'
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52'
101.0'
101.7'
51.4'
143.0'
20.0'
163.0'
54.5'
100.0'
54.2'
163.0'
GFA DEVELOPMENT
3301 MIRAGE DRIVE
TROY, MI 48083
0 75 150
SCALE: 1" = 150'
NORTH
MAY 5, 2025
17-009
PEA GROUP
t: 844.813.2949
www.peagroup.com
S:\PROJECTS\2017\2017-009 GFA SQUARE LAKE-JPB\Dwg\Site Plans\WORKSHEETS\P-1.0 EXHIBIT B.dwg PLOT DATE:5/5/2025 BY:Kyle Buchner

Exhibit F

Table 13.02-B, Landscape Screening Schedule

Screening Required on These Land Uses:	When Contiguous with These Land Uses:						
	Use Group 1: Residential Uses	Use Group 2: Residential/Lodging Uses	Use Group 3: Office/Institutional Uses	Use Group 4: Auto/Transportation Uses	Use Group 5: Retail/Entertainment Uses	Use Group 6: Misc. Commercial Uses	Use Group 7: Industrial Uses
Use Group 1: Residential Uses One-family dwellings Two-family dwellings							
Use Group 2: Residential/Lodging Uses Multiple-family dwellings Live/work units Senior assisted/independent living Group day care Child care centers	Screen Alt. 1 or 2						
Use Group 3: Office/Institution Uses General office Professional office Hospitals Medical office Primary/secondary schools Colleges Places of worship Data centers Technology centers / Office research Experimental research & testing labs Public service buildings Funeral homes Veterinary clinics	Screen Alt. 1 or 2	Screen Alt. 1 or 2	Screen Alt. 1 or 2				
Use Group 4: Auto/Transportation Uses Auto sales Auto service station Auto repair station Auto body repair Auto wash	Screen Alt. 3 and/or wall	Screen Alt. 3 and/or wall	Screen Alt. 3 and/or wall		Screen Alt. 1 and/or wall		

Screening Required on These Land Uses:	When Contiguous with These Land Uses:						
	Use Group 1: Residential Uses	Use Group 2: Residential/Lodging Uses	Use Group 3: Office/Institutional Uses	Use Group 4: Auto/Transportation Uses	Use Group 5: Retail/Entertainment Uses	Use Group 6: Misc. Commercial Uses	Use Group 7: Industrial Uses
Use Group 5: Retail/Entertainment Uses Financial Institutions General retail Retail, large-format Multi-tenant shopping centers Fitness centers Theatres Indoor recreation establishments Restaurants Personal service Dry cleaning Hair care	Screen Alt. 2 or 3 and/ or wall	Screen Alt. 2 or 3 and/ or wall	Screen Alt. 2 or 3 and/ or wall	Screen Alt. 1 or 2			
Use Group 6: Misc. Commercial Uses Building & lumber supply Garden centers, nurseries Outdoor recreation Golf driving ranges, mini-golf Commercial outdoor storage Mini/Self-storage Commercial kennels Pet day care	Screen Alt. 3 and/or wall	Screen Alt. 2 or 3 and/ or wall	Screen Alt. 2 or 3 and/ or wall	Screen Alt. 2 or 3	Screen Alt. 1 or 2		
Use Group 7: Industrial Uses Contractor's equipment storage Food products Manufacturing, processing, etc. Metal plating Plastics Printing Tool & die, gauge & machine shops Truck/trailer rental Warehousing/wholesale	Screen Alt. 3 and/or wall	Screen Alt. 3 and/or wall	Screen Alt. 3 and/or wall	Screen Alt. 2 or 3	Screen Alt. 2 or 3	Screen Alt. 2	

EXHIBIT G

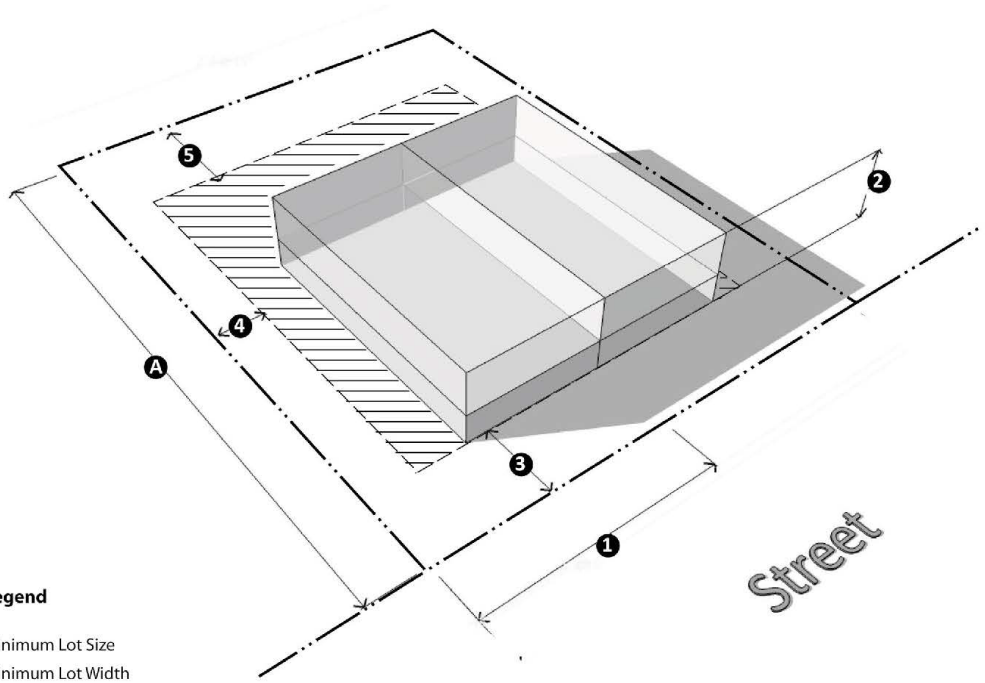
Exhibit G

SECTION 4.07 RT ONE-FAMILY ATTACHED RESIDENTIAL DISTRICT

A. Intent. The intent of the RT, One-Family Attached Residential District is to provide medium density residential areas in those areas which are served with public sewer and water, and where attached forms of residential development achieves the objectives of the Master Plan. The District is designed primarily to permit attached residential dwellings which may serve as a transition between high intensity or non-residential use areas, and lower density residential land use areas. The RT District is further intended to provide medium density residential development in compact areas so as to encourage walkability.

B. Use Regulations. Section 4.21 sets forth permitted, accessory, and special land uses within the RT District.

C. Dimensional Requirements. The following dimensional requirements shall apply to the RT District:



Legend

- A Minimum Lot Size
- 1 Minimum Lot Width
- 2 Maximum Building Height
- 3 Minimum Front Yard Setback
- 4 Minimum Side Yard Setback
- 5 Minimum Rear Yard Setback
- 6 Open Space Area

Minimum Lot Size Per Dwelling Unit			Maximum Height		Minimum Yard Setback				Minimum Floor Area Per Unit (Square Feet)	Maximum % of Lot Area Covered by Buildings
					Front	Sides		Rear		
Area in Sq. Ft. 1	Width in Ft. 1	Frontage in Ft.	In Stories 2	In Feet 2	3	Least One 4	Total Two 4	5		
15,000 without sewers	75	N/A	2 1/2	30	25	5	15	35	1,000	30%
5,000 with sewers	40	40								

D. Supplemental District Standards.

1. All units that abut a major arterial shall have a yard setback of not less than fifty (50) feet in depth as measured from the right-of-way line of the major arterial.

2. Whenever a lot or parcel abuts I-75, the yard setback abutting the right-of-way of I-75 shall not be less than seventy-five (75) feet.

3. The side yard abutting upon a street shall not be less than the greater of the side yards required for the District in which located when there is a common rear yard relationship in the block and a common side yard relationship with the block directly across the common separating street. In the case of a rear yard abutting a side yard or when a side yard is adjacent to a front yard across a common separating street, the side yard abutting a street shall not be less than the minimum front yard of the District in which located, and shall be considered as a front yard.

4. Variation in Appearance. In any one-family residential district, there shall be variation in the appearance of the one-family detached residential dwellings. A dwelling's front elevation shall not re-occur in the same or a substantially similar structural form on another dwelling within the same street frontage without there being at least one (1) other dwelling with a different elevation between the dwellings that repeat the frontage elevation. Different colors alone will not constitute different front elevations.

5. Maximum lot coverage may be modified for projects obtaining Sustainable Design Project status for measures specifically related to the proposed modification, as set forth in Section 12.01, Sustainable Design Options.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.4.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Dylan Clark, Senior Management Analyst

Subject: 2026 City Council Meeting Schedule *(Introduced by: Frank Nastasi, City Manager)*

History

A schedule of regular meetings must be adopted by resolution in accordance with the City Charter and the Michigan Open Meetings Act. The proposed schedule avoids conflicts with the following:

Monday, January 19, 2026	Dr. Martin Luther King, Jr. Day
Monday, February 16, 2026	President's Day and Troy School District Mid-Winter Recess
Monday, March 9, 2026	Monday before Michigan Municipal League CapCon
Monday, March 30, 2026	Troy School District Spring Break
Monday, May 25, 2026	Memorial Day
Monday, September 7, 2026	Labor Day
Monday, October 12, 2026	Columbus Day / Indigenous People's Day
Monday, October 19, 2026	ICMA Annual Conference
Monday, November 23, 2026	Monday before Thanksgiving

City Council also schedules special meeting sessions which include, but are not limited to, City Manager and City Attorney Evaluations, Budget Discussions and the Advance. The proposed schedule includes recommended dates for evaluation sessions as well as budget sessions. The 2026 Advance has already been scheduled for January 17, 2026.

Recommendation

The following Regular Meeting dates are recommended:

Monday, January 12 & 26
Monday, February 9 & 23
Monday, March 2 & 23
Monday, April 6 & 27
Monday, May 11 & 18
Monday, June 15 & 29
Monday, July 13 & 27

Monday, August 10 & 31
Monday, September 14 & 28
Monday, October 5 & 26
Monday, November 9 & 16
Monday, December 7 & 14

These meetings will be held at 7:30 PM in the City Council Chamber consistent with the City Council Rules of Procedure.

City Council approved a quarterly evaluation process for the City Manager and City Attorney. The next quarterly meeting falls in the month of January, and it is recommended that City Council hold a special meeting on the following date, which would coincide with a regularly scheduled meeting.

Monday, January 26

Further, City Council holds a special meeting annually for more extensive review of the City Manager and City Attorney. The following date is scheduled for the annual evaluation of both positions.

Wednesday, March 25

The City Charter requires the City Manager to prepare and submit a proposed budget for the next fiscal year on or before the third Monday in April. The following Special Meeting dates are recommended for presentation of the proposed budget:

Monday, April 13
Wednesday, April 15 (as needed)

These meetings will be held at 6:00 PM in the Council Board Room consistent with the City Council Rules of Procedure.

These meetings are in addition to the January 17, 2026 City Council Advance strategic planning meeting and any additional special meetings City Council may wish to call between January 1, 2026 and April 13, 2026 in order to discuss the budget.

City Council may reschedule Regular Meetings and/or schedule additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

Suggested Resolution:
RESOLVED, That Troy City Council **SHALL HOLD** Regular Meetings in calendar year 2026 on the following dates at 7:30 PM in the City Council Chamber or as otherwise provided by the City Council Rules of Procedure:

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

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Special Meetings for City Manager and City Attorney Evaluations in calendar year 2026 on the following dates at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, January 26
Wednesday, March 25

BE IT FURTHER RESOLVED, That Troy City Council **SHALL HOLD** Special Meetings for presentation of the proposed budget in calendar year 2026 on the following dates at 6:00 PM in the Council Board Room or as otherwise provided by the City Council Rules of Procedure:

Monday, April 13
Wednesday, April 15 (as needed)

BE IT FINALLY RESOLVED, That Troy City Council **MAY RESCHEDULE** Regular Meetings and/or **SCHEDULE** additional Special Meetings in accordance with the City Charter and Michigan Open Meetings Act.

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 - November 17, 2025

ATTACHMENT(S): 20251117

Public Affairs Director Pervaiz Khan from Ahmadiyya Muslim Community performed the Invocation. The Pledge of Allegiance to the Flag was given.

OATH OF OFFICE:

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on November 17, 2025, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:41 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. Legislative Update by Senator Webber

C.2. Fiscal Year 2025 Audit Presentation

a. Independent Auditor's Communication with Those Charged with Governance 2025
b. Single Audit Report 2025
c. Financial Audit Report 2025

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. Community Development Block Grant (CDBG) 2026 Funds *(Introduced by: Kurt Bovensiep, DPW Director, and Courtney Flynn, Communications Director)*

The Mayor opened the Public Hearing for public comment.
The Mayor closed the Public Hearing after receiving no public comment.

Resolution #2025-11-145
Moved by Chamberlain
Seconded by Gunn

WHEREAS, Oakland County is preparing an Annual Action Plan to meet application requirements for the Community Development Block Grant (CDBG) program, and other Community Planning and

Development (CPD) programs; and,

WHEREAS, Oakland County has requested CDBG-eligible projects from participating communities for inclusion in the Action Plan; and,

WHEREAS, The City of Troy has duly advertised and conducted a public hearing on November 17, 2025 for the purpose of receiving public comments regarding the proposed use of PY 2026 Community Development Block Grant (CDBG) funds in an amount to be determined at a later date by Oakland County, after the PY 2026 CDBG Project Applications are submitted; and,

WHEREAS, The City of Troy found that the following projects meet the federal objectives of the CDBG program and are prioritized by the community as high-priority need:

- Public Facilities and Improvements: Continued construction of the all-inclusive playground structure at Boulan Park
- Public Services: Yard Services

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **AUTHORIZES** City Administration to submit the City of Troy CDBG application to Oakland County for inclusion in Oakland County's Annual Action Plan to the U.S. Department of Housing and Urban Development, and that the Mayor is hereby **AUTHORIZED TO EXECUTE** all documents, agreements, or contracts which result from this application to Oakland County.

Yes: All-7
No: None

MOTION CARRIED

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

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

H. POSTPONED ITEMS:

H.1. No Postponed Items

I. REGULAR BUSINESS:

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

I.2. Board and Committee Nominations: a) Mayoral Nominations - None; b) City Council Nominations - None

a) Mayoral Nominations: None

b) City Council Nominations: None

I.3. Request for Closed Session

Resolution #2025-11-146
Moved by Baker
Seconded by Hamilton

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268 (e) -Troy v. Denha.

Yes: All-7
No: None

MOTION CARRIED

I.4. Adoption of the Proposed 2025-2026 City Council Rules of Procedure
(Introduced by: Aileen Dickson, City Clerk)

Resolution #2025-11-147
Moved by Chanda
Seconded by Chamberlain

RESOLVED, That Troy City Council hereby **ADOPTS** the Troy City Council Rules of Procedure, as amended; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

J.1.a Approval of "J" Items NOT Removed for Discussion

Resolution #2025-11-148-J-1a
Moved by Hamilton
Seconded by Brooks

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

Yes: All-7
No: None

MOTION CARRED

J.1.b Address of "J" Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

Resolution #2025-11-148-J-2

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

J.2.a. City Council Minutes-Draft - November 10, 2025

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

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 2: Award to Low Bidders Meeting Specifications – Asphalt Paving Materials – Hot Patch

Resolution #2025-11-148-J-4a

BE IT RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide Asphalt Paving Materials – Hot Patch with provisions to renew for one (1) additional year to the following low bidders:

- *Cadillac Asphalt, LLC of Farmington Hills, MI*
  Primary Supplier for items #'s 1, 4, 5, 6, 7,8 and 9

- *Ajax Materials Corporation of Troy, MI*
  Primary Supplier for item #'s 2, 3, 8
  Secondary supplier for item #'s 1,6,7, and 9

- *SoySolv Biosolvents, LLC of Broadview Heights, OH*
  Primary of item #'s 10,11

All materials to be purchased on an as-needed basis at the unit prices contained in the bid tabulation opened November 6, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting with contracts expiring December 31, 2027.

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

J.4.b. Standard Purchasing Resolution 10: Travel Authorization and Approval to Expend Funds for Troy City Council Member Travel – 2026 US Conference of Mayors 94th Winter Meeting

Resolution #2025-11-148-J-4b

RESOLVED, That Troy City Council **AUTHORIZES** City Council member travel expenses for the 2026 US Conference of Mayors 94th Winter Meeting, in accordance with accounting procedures of the City of Troy.

J.5. Cooperative Purchasing Programs Resolution

Resolution #2025-11-148-J-5

WHEREAS, That City Administration recommends participation in the Cooperative Purchasing Programs when in the best interest of the City;

BE IT RESOLVED, That Troy City Council **AUTHORIZES** participation in the Cooperative Purchasing Programs (listed below) to satisfy bid requirements when in the best interest of the City:

- MiDEAL – State of Michigan
- Oakland County Extended Purchasing Program
- Suburban Library Cooperative
- REMC – Regional Media Center Association of Michigan
- Sourcewell - formally NJPA – National Joint Power Alliance
- MiCTA – Michigan Collegiate Telecommunications Association
- OMNIA Partners – formally National IPA – National Intergovernmental Purchasing Alliance, and NIGP – US Communities

BE IT FURTHER RESOLVED, That Troy City Council **APPROVES** *Blanket Authorizations(s)* to administratively approve purchases for operating supplies and services above the $10,000 limit obtained through an approved Cooperative; **EXCEPT** for those Capital (401 Fund) purchases which shall be presented to Troy City Council for review and approval.

J.6. Request for Acceptance of a Permanent Easement and Approval of a Stormwater Management Operations and Maintenance Agreement, F Squared, LLC, Sidwell #88-20-28-252-016

Resolution #2025-11-148-J-6

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for water mains from F Squared, LLC, owners of the property having Sidwell #88-20-28-252-016.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between F Squared, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system on the property owned by F Squared, LLC and identified by Sidwell #88-20-28-252-016.

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

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

J.7. Request for Acceptance of a Permanent Easement, Sultan Homes, Inc, Sidwell #88020-24-301-001

Resolution #2025-11-148-J-7

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** a permanent easement for sidewalks and pathways from Sultan Homes, Inc., owner of the property having Sidwell #88-20-24-301-001.

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

J.8. Request for Acceptance of Four Permanent Easements, Mondrian Properties Surrey, LLC, Sidwell #88-20-13-228-022, -023 and -024

Resolution #2025-11-148-J-8

RESOLVED, That Troy City Council **ACCEPTS** four permanent easements for public service and franchise utilities, ingress and egress for emergency services, sanitary sewers, and water mains from Mondrian Properties Surrey, LLC, owner of the properties having Sidwell #88-20-13-228-022, #88-20-13-228-023 and #88-20-13-228-024.

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.9. Support Emergency Operations Plan

Resolution #2025-11-148-J-9

WHEREAS, The City of Troy elected to be incorporated into the Oakland County Emergency Management Program and that be becoming part of the Oakland County Emergency Management Program, the City of Troy, and Oakland County have certain responsibilities to each other; and,

WHEREAS, This Support Emergency Operations Plan (Support EOP) has been developed to identify the responsibilities between the City of Troy and Oakland County in regards to emergency management activities; and,

WHEREAS, The plan provides a framework for the City to use in performing emergency functions before, during, and after a natural disaster, hostile attack, technological incident or other emergency; and,

WHEREAS, This Support EOP is to be used in concurrence with Oakland County's Emergency Operations Plan as it is a supporting document; and,

WHEREAS, The Support EOP will be maintained in accordance with the current standards of the Oakland County Emergency Operations Plan. Review of this plan shall be accomplished every four years;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **ADOPTS** this Support Emergency Operations Plan, in support to the Oakland County Emergency Operations Plan.

J.10. Stormwater Management Operations and Maintenance Agreement, Warrior Baseball Complex, LLC, Sidwell #88-20-32-126-031, 032 & 033

Resolution #2025-11-148-J-10

BE IT RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Warriors Baseball Complex, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater detention facilities on the properties owned by Warriors Baseball Complex, LLC, and identified by Sidwell #88-20-32-126-031, -032 & -033.

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

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.11. Request for Recognition as a Nonprofit Organization from Filipino American Sports Teams of Detroit Recreation Inc.

Resolution #2025-11-148-J-11

RESOLVED, That Troy City Council hereby **APPROVES** the request from Filipino American Sports Teams of Detroit Recreation Inc., asking that they be recognized as a nonprofit organization operating in the community for the purpose of obtaining a charitable gaming license as recommended by City Management.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings:

K.1.a. ANNOUNCE PUBLIC HEARING (DECEMBER 1, 2025) – CONDITIONAL REZONING – (JPCR2025-001) – Proposed Village of Hastings, East side of Livernois, North of Square (PIN 88-20-03-301-088, -023, -024, -025 and 88-20-03-351-004), Section 3, From NN (Neighborhood Node "Q") & R-1B (One Family

Residential) Zoning Districts to RT (One Family Attached) Zoning District.

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:

Mary Ellen Barden	Commented on zoning issues and plans
Ken Brodzinski	Commented on the November 4th election; thanked all the candidates and workers; thanked Ellen Hodorek for her service to the City of Troy
Alex Darrow	Commented in opposition to Flock camera system
Walter Cook	Thanked City Council for their support for TYA and thanked Ellen Hodorek for her special attention to the item; thanked Courtney Flynn and Dylan Clark for an awesome Community Academy

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

Council Member Bluhm	Thanked Mr. Cook for his comments about Community Academy and encouraged all residents to apply to future Academies
Council Member Hamilton	Asked City Attorney Bluhm to comment on the timeline for the zoning amendments; City Attorney Bluhm responded that the zoning amendments are a priority and they should be coming soon
Council Member Chamberlain	Responded that she did stop by at Ms. Barden's house, and she is willing to continue the conversation with her.
Council Member Chamberlain	Commented that she is working on personal charitable efforts to benefit TYA
Mayor Baker	Thanked Ms. Barden for her comments and he will respond to her email; thanked Mr. Brodzinski for sharing his comments and hopes he will consider serving in another capacity; thanked Mr. Cook for the work he is doing with TYA; thanked Mr. Darrow for his comments and will take them under consideration

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

O.1. Minutes – Boards and Committees:

O.1.a. Joint Local Development Finance Authority Troy Subcommittee Regular Meeting Minutes-Final- April 21, 2025

O.1.b. Civil Service Commission (Act 78)-Final - August 25, 2025

O.1.c. Election Commission-Final - September 5, 2025

O.1.d. Building Code Board of Appeals Meeting Minutes-October 1, 2025

O.2. Department Reports:

O.2.a. Chapter 14A Elected and Appointed Officials Ethics Ordinance for City Council Review

O.3. Letters of Appreciation:

O.3.a. Letter of Appreciation from Springfield Charter Township to Mayor Ethan Baker and the City of Troy

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

P. COUNCIL COMMENTS:

P.1. Council Comments

Mayor Baker congratulated Council Member Hamilton and Council Member Chamberlain for serving another term on City Council, and he congratulated and welcomed Council Member Bluhm to City Council.

Council Member Bluhm thanked everyone for their support and for a positive campaign season. She said it is a great honor to have been elected to City Council, and she looks forward to learning from and working with City Council and representing Troy residents well.

Council Member Hamilton said he is honored to be chosen by Troy residents to serve them for another term. He congratulated Council Member Chamberlain and Council Member Bluhm on being elected. He said there is a lot of important decisions to be made regarding capital and public safety needs and he looks forward to the next 4 years.

Council Member Chamberlain said that being on City Council is about serving the residents. She said this campaign was about listening to the residents. She said that she is honored to serve the residents for another term. She said the election results shows that the current Council is a good team to face the decisions for capital needs and she will emphasize community engagement going forward. She commented that she is interested in bringing back the FIT Team.

Council Member Hamilton thanked City Clerk Dickson, staff and poll workers for conducting a smooth, successful election with one of the highest turnouts for a local election at 30%.

Mayor Pro Tem Chanda congratulated Council Member Chamberlain and Council Member Hamilton for being re-elected to another term and he congratulated and welcomed Council Member Bluhm on joining City Council. He said it is an honor to serve a city where the residents care so much for their community.

Council Member Chanda commented on the financial needs for Troy Youth Assistance, and although the City cannot provide funding, he hopes the citizens of Troy will help to meet their financial needs.

Council Member Gunn welcomed back Council Member Chamberlain and Council Member Hamilton and he welcomed Council Member Bluhm on joining City Council.

Council Member Gunn commented on a recent robbery and the great job the Troy Police Department did apprehending the suspect quickly.

Council Member Gunn commented on the upcoming holiday season and wished everyone a safe and meaningful Thanksgiving.

Council Member Brooks congratulated Council Member Chamberlain and Council Member Hamilton for being re-elected to another term and he congratulated and welcomed Council Member Bluhm on joining City Council.

Council Member Brooks wished everyone a safe Thanksgiving holiday and encouraged everyone to keep others in mind during this holiday season.

Mayor Baker wished everyone a Happy Thanksgiving. He said that drunk driving increases during the Thanksgiving holiday, so he encourages everyone to be safe.

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):

The Meeting **RECESSED** at 9:33 PM.
The Meeting **RECONVENED** at 9:38 PM.

R. CLOSED SESSION

R.1. Closed Session

S. ADJOURNMENT

The Meeting **ADJOURNED** at 9:50 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

2025 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

2025 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

December 1, 2025	**Regular Meeting**
December 15, 2025	**Regular Meeting**

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.a.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
Brian Goul, Recreation Director

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Tee Shirts for Various City Departments

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History

- The Recreation Department purchases tee shirts for staff and recreational programs throughout the year on an as needed basis.
- Tee shirts are used by the Recreation Division, Aquatic Center and Community Center.
- Tee shirts for staff provide uniformed attire and make staff easily identifiable to public.
- Tee shirts are furnished for athletic leagues, day camps, special events and league awards.
- Other departments such as Library and Public Works also purchase tee shirts for staff to maintain a uniformed appearance for their employees.
- The requirements for these departments have been added to the tee shirt bid so that quantities can be combined leveraging savings to all City Departments.
- The current contract expired November 30, 2025.

Purchasing

- On November 6, 2025, a bid opening was conducted as required by the City Charter/Code for the purchase of tee shirts for various departments within the City.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com//city-of-troy-mi.
- Five hundred and fifty-nine (559) vendors were notified via the MITN website.
- Eight (8) bid proposals were received. Three additional bids were considered non-responsive, as two failed to submit the required bid surety and a third submitted an unauthorized proposal form as required in the bid specifications.
- Below is a detailed summary of potential vendors for this bid opportunity:

Companies notified via MITN	559
Troy Companies notified via MITN	4

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

Troy Companies- Active email notification	3
Troy Companies- Active Free	1
Companies that viewed the bid	230
Troy Companies that viewed the bid	5

Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City.
Active MITN *non-paying* members are responsible to monitor and check the MITN website for opportunities with the City.
Inactive MITN member status can occur when a company does not renew their account upon expiration. Inactive members cannot be notified of solicitations or access any bid information.

- Based on the bid responses and as per the attached bid tabulation, it is in the City's best interest to award all line items to the overall low bidder meeting specifications: *DRN's Corporation of Brooklyn, NY.*
- Additionally, DRN's Corp submitted a complete bid proposal, able to provide all the necessary quantities, styles and sizes needed by the Departments at the lowest overall cost and is therefore being recommended for award.

Financial
Funds are available in the operating accounts of the Public Works and Recreation Departments, respectively, for the fiscal year 2026. The cost of Tee Shirts for the Recreation Department is built into registration and membership fees paid by participants.

Recommendation
City Management recommends awarding a two (2) year contract with an option to renew for one (1) additional year to provide Tee Shirts for the City of Troy on an as needed basis to the overall low bidder meeting specifications *DRN's Corporation of Brooklyn, NY* at unit prices contained in the bid tabulation opened November 6, 2025; with all expenses not to exceed budgetary limitations.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **AWARDS** a two (2) year contract with an option to renew for one (1) additional year to provide Tee Shirts for the City of Troy on an as needed basis to the overall low bidder meeting specifications, *DRN's Corporation of Brooklyn, NY* at unit prices contained in the bid tabulation opened November 6, 2025, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with all expenses not to exceed budgetary limitations; contract to expire November 30, 2028.

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.

VENDOR NAME:	DRN's Corp
CITY:	Brooklyn, NY
CHECK NUMBER:	880001039
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$3.79	$3.85	2XL: $5.71 3XL-5XL: $7.12	LT-XLT: $5.37 2XLT: $7.97 3XLT-4XLT: $8.61	8000B 8000 PC55T	41
	*** Approximately 1,000 with single digits $___/single digit**	$4.40						
	*** Approximately 500 with double digits $____/total cost with 2**	$5.00						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$3.82	$5.55	2XL-4XL:$6.93 5XL: $8.50	LT-2XLT: $9.37 3XLT: $9.50	2000B 2000 2000T	61
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$4.39	$4.45	2xL: $6.31 3XL-5XL:$7.72	LT-XLT:$5.97 2XLT: $8.57 3XLT-4XLT:$9.21	8000B 8000 PC55T	41
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$4.44	$4.42	2XL: $6.15 3XL-5XL:$7.53	LT-XLT:$9.10 2XLT: $9.97 3XLT:$10.10	2000B 2000 2000T	61
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$5.50 with pocket	$7.48	2XL: $10.82 3XL: $12.90 4XL-5XL:$8.68	LT-XLT:$6.42 2XLT: $8.35 3XLT-4XLT:$8.68	8000B (Custom add pocket) 8300 PC55P PC55PT	41
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	$3.74	$3.72	2XL: $5.45 3XL-5XL:$6.83	LT-XLT:$8.40 2XLT:$9.27 3XLT:$9.40	2000B 2000 2000T	61
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6	$5.35	$5.23	2XL:$6.59 3XL-4XL:$7.30 5XL: $12.83	LT-XLT:$8.83 2XLT:$9.93 3XLT:$11.03	PC380Y PC380 TST350	14
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$6.62	$7.18	2XL: $8.28 3XL: $10.48 4XL: $11.58 5XL: $11.13 (Core 365 CE10L)	LT: $8.32 XLT: $9.42 2XLT:$10.52 3XLT:$11.62 4XLT:$12.72	YST350LS ST350LS CE10L TST350LS	25

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$7.51	$8.09	2XL: $9.19 3XL: $11.39 4XL: $12.49 5XL: $14.52	NO BID	YST5000 ST5000 Bagder 852900B	14

Artwork Charges for Jerseys:		$0 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 30
Warranty:		Manufacturer's
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Missing Addendum 1
Forms:	Y or N	Y

Total Low Bidder Meeting Specifications

ATTEST:

*(*Bid Opening conducted via a Zoom Meeting)*

Brian Goul
Kevin Bornazi
Amy Campeau
Nellie Bert
Stephanie Kerr

Emily Frontera
Purchasing Manager

VENDOR NAME:	Accuform Printing & Graphics, Inc.
CITY:	Detroit, MI
CHECK NUMBER:	9207028692
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.						Gilden #8000	24
	*** Approximately 1,000 with single digits $___/single digit**	24	$10.67	$10.67	$13.67	$13.67		
	*** Approximately 500 with double digits $ _____/total cost with 2 digits**	24	$12.67	$12.67	$15.67	$15.67		
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$9.90	$9.90	$12.90	$12.90	Gilden #2000	24
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$10.61	$10.61	$13.61	$13.61	Gilden #8000	24
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$10.94	$10.94	$13.94	$13.94	Gilden #2000	24
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$9.13	$9.13	$12.13	$12.13	Gilden #8000	24
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	$8.80	$8.80	$11.80	$11.80	Gilden #2000	24
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6	$17.60	$17.60	$20.60	$20.60	Gilden #2300	6
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$16.85	$16.85	$19.85	$19.85	#YST 350 LS	6

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$18.70	$18.70	$21.70	$21.70	A4 Brand	10

Artwork Charges for Jerseys:		$50 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 30
Warranty:		60 days
Exceptions:		None
All or None Award:	**Y or N**	**Y**
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Y
Forms:	Y or N	Y

VENDOR NAME:	Empire Printing
CITY:	Springfield, MO
CHECK NUMBER:	447444
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$4.67	$4.67	2XL: $6.67 3XL: $7.67 4XL: $8.67 5XL: $9.67	N/A	Gildan 8000	41
	*** Approximately 1,000 with single digits $___/single digit**	$2.00						
	*** Approximately 500 with double digits $____/total cost with 2**	$2.00						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$4.70	$4.70	2XL: $6.70 3XL: $7.70 4XL: $8.70 5XL: $9.70	N/A	Gildan 2000	61
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$5.71	$5.71	2XL: $7.71 3XL: $8.71 4XL: $9.71 5XL: $10.71	N/A	Gildan 8000	41
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$6.00	$6.00	2XL: $8.00 3XL: $9.00 4XL: $10.00 5XL: $11.00	N/A	Gildan 2000	61
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$4.67	$4.67	2XL: $6.67 3XL: $7.67 4XL: $8.67 5XL: $9.67	N/A	Gildan 8000	41
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	$4.70	$4.70	2XL: $6.70 3XL: $7.70 4XL: $8.70 5XL: $9.70	N/A	Gildan 2000	61
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6	N/A	$7.50	2XL: $9.50 3XL: $10.50 4XL: $11.50 5XL: $12.50	N/A	Gildan 2200 100% Cotton	15
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$8.36	$8.36	2XL: $10.36 3XL: $11.36 4XL: $12.36 5XL: N/A	2XLT: $11.36 3XLT: $12.36 4XLT: $13.36 5XLT: N/A	Sport Tek 5T3501S	25

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$11.41	$11.41	2XL: $13.41 3XL: $14.41 4XL: N/A	N/A	A4 NF1270	16

Artwork Charges for Jerseys:		$0 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 30
Warranty:		See Attached
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Missing Addendum 3
Forms:	Y or N	Y

VENDOR NAME:	Fowl Creek Farm, LLC
CITY:	Plymouth, MI
CHECK NUMBER:	666083
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$8.33	$8.04	2XL: $11.00 3XL: $12.97 4XL: $13.47 5XL: $13.47	NO BID	Gildan 800 Gildan 800B	37
	*** Approximately 1,000 with single digits $___/single digit**	$1.30						
	*** Approximately 500 with double digits $____/total cost with 2**	$1.60						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$9.93	$9.35	2XL: $12.68 3XL: $14.33 4XL: $14.80 5XL: $14.80		Gildan 500 Gildan 500B	55
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$8.57	$8.25	2XL: $12.49 3XL: $14.46 4XL: $14.96 5XL: $14.96		Gildan 800 Gildan 800B	37
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$12.84	$12.29	2XL: $15.73 3XL: $15.42 4XL: $17.91 5XL: $17.91		Gildan 500 Gildan 500B	55
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$8.11	$7.70	2XL: $10.71 3XL: $12.68 4XL: $13.18 5XL: $13.18		Gildan 800 Gildan 800B	37
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	$6.96	$6.38	2XL: $9.41 3XL: $10.98 4XL: $11.44 5XL: $11.44	$18.76	Gildan 500 Gildan 500B	55
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6	$8.80	$8.80	2XL: $8.80	NO BID	A4 N3515	10
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$11.98	$12.54	2XL: $13.81 3XL: $18.77 4XL: $20.47		Sport Tek ST350LS/ Sport Tek YST350LS	21/19

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$15.46	$15.46	2XL: $15.46 3XL: $15.46	NO BID	A4 NF1270 AY NF2206	16

Artwork Charges for Jerseys:		$50 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		COD
Warranty:		$2,000
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Y
Forms:	Y or N	Y

VENDOR NAME:	Hilton Screeners
CITY:	Davison, MI
CHECK NUMBER:	2000434106
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$4.65	$4.65	2XL: $7.25 3XL- 5XL:$10.00		8000	41 Adult 28Youth
	*** Approximately 1,000 with single digits $___/single digit**	$2.00						
	*** Approximately 500 with double digits $____/total cost with 2**	$2.00						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$6.63	$6.63	2XL: $8.63 3XL- 5XL: $9.63		2000 Gildan Ultra Cotton	63 Adult 31 Youth
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$7.78	$7.78	2XL: $9.78 3XL- 5XL:$10.78	No Bid	8000 Gildan Dry Blend	41 Adult 28Youth
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$8.90	$8.90	2XL: $10.90 3XL- 5XL:$11.90		2000 Gildan Ultra Cotton	63 Adult 31 Youth
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$6.42	$6.42	2XL: $8.42 3XL- 5XL:$10.42		8000 Gildan Dry Blend	41 Adult 28Youth
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	No Bid	$10.74	2XL: $12.74 3XL- 5XL:$13.74	2XL: $12.74 3XL-5XL:$13.74 PC61PT	2300 Gildan Ultra Cotton Pocket T.Shirt	15 Colors AS-A5XL
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6		$7.99	2XL: $9.99 3XL- 5XL:$10.99	No Bid	42000 Performance T.Shirt Gildan	15 Colors AS-A5XL
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$10.58	$10.58	2XL: $11.58 3XL- 5XL:$12.58		ST350LS Posi Charge Competitior Long Sleeve	Adult 25 Colors Youth 20

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$20.66 Both fronts printed numbers on both backs	$20.66 Both fronts printed numbers on both backs	2XL: $22.66 3XL: $23.66	No Bid	A4 Reversible Basketball Jersey NF1270	Adult 14 Youth 13

Artwork Charges for Jerseys:		$0 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 15
Warranty:		Not Specified
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Missing Addendum 1
Forms:	Y or N	Y

VENDOR NAME:	Impressive Promotional Products, LLC
CITY:	Clawson, MI
CHECK NUMBER:	519880679
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$4.95	$4.95	2XL: $6.95 3XL-5XL:$8.95	No Bid	Adult G800/ Youth G800B	Adult >40 Youth 28
	*** Approximately 1,000 with single digits $___/single digit**	$2.00						
	*** Approximately 500 with double digits $____/total cost with 2**	$2.50						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$5.50	$5.50	2XL: $7.50 3XL-5XL:$9.50		Adult G200/ Youth G200B	Adult >60 Youth 28
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$6.45	$6.45	2XL: $8.45 3XL-5XL:$10.45		Adult G800/ Youth G800B	Adult >40 Youth 28
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$7.95	$7.95	2XL: $9.95 3XL-5XL:$11.95		Adult G200/ Youth G200B	Adult >60 Youth 28
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	No Bid	No pocket: $4.95 Pocket T: $9.95	No pocket 2X $6.95 3X-5X $8.95 Pocket T's 2X $11.95 3X-5X $13.95	No Pocket LT-XLT $10.95 2XLT $12.95 3XT-5XLT $14.95 Pocket T's LT-XLT $15.95 2XLT $17.95 3XLT $19.95	Adult AS-XL G800 Pocket Tees G830 (+$4) Tall Tees PC55T Tall Pocket T's PC55PT(+$4)	Adult >40; Pocket 11; Tall 23; Tall Pocket 11
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6		$9.50	2XL: $11.50 3XL-5XL:$13.50	LT-XLT $15.50 2XLT $17.50 3XLT $19.50	Pocket T's G230/ Tall Tees PC61PT	Pocket 17 Tall 16
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6		$9.15	2XL: $11.50 3XL-5XL:$13.50	No Bid	CS440P	10
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$9.50	$9.50	2XL: $11.50 3XL-5XL:$13.50		Adult ST350LS/ Youth YST350LS	Adult 25 Youth 20

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$14.50	$14.95	2XL: $16.95 3XL-5XL:$18.95	No Bid	Adult ST5000 Youth YST5000	15

Artwork Charges for Jerseys:		$40.00 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 30
Warranty:		40 days
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Y
Forms:	Y or N	Y

VENDOR NAME:	JBC Threadworks LLC
CITY:	Sevier, Utah
CHECK NUMBER:	923932
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$5.33	$5.83	2XL: $7.92 3XL: $8.92 4XL: $9.92 5XL: $9.93	No Bid	Gildan 8000	Not Specified
	*** Approximately 1,000 with single digits $___/single digit**	$0.65						
	*** Approximately 500 with double digits $____/total cost with 2**	$0.75						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$5.69	$5.92	2XL: $8.26 3XL: $9.33 4XL: $10.33 5XL: $11.33	2XL: $10.84 3XL: $11.84 4XL: $12.84 5XL: $13.84	Gildan 2000	Not Specified
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$6.53	$6.82	2XL: $9.12 3XL: $10.12 4XL: $11.48 5XL: $12.48	No Bid	Gildan 8000	Please find attached
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$6.71	$6.94	2XL: $9.28 3XL: $10.28 4XL: $11.28 5XL: $12.28		Gildan 2000	Please find attached
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	No Bid	$5.72	2XL: $8.02 3XL: $9.02 4XL: $10.02 5XL: $11.02	2XL: $9.79 3XL: $10.79 4XL: $11.79 5XL: $12.79	Gildan 8000 and Adult Tall Port and Co PC55T	Please find attached
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6		$9.09	2XL: $11.54 3XL: $12.54 4XL: $13.54 5XL: $14.54	2XL: $10.69 3XL: $11.69 4XL: $12.69 5XL: $13.69	Gildan 2300 and Adult Tall Port and Co PC55PT	Please find attached
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6		$7.81	2XL: $9.96 3XL: $10.96 4XL: $11.96 5XL: $12.96	No Bid	Gildan 2300	Please find attached
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$7.75	$8.39	2XL: $9.64 3XL: $10.64 4XL: $11.64		ST350LS YST350LS	Please find attached

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$8.41	$8.41	2XL: $8.41 3XL: $8.41	No Bid	A4 NF1270	Please find attached

Artwork Charges for Jerseys:		$50.00 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net 30 days
Warranty:		Not Specified
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	Y
Signed Addendums 1, 2 & 3:	Y or N	Missing Addendum 3
Forms:	Y or N	Y

VENDOR NAME:	YTI Office Express
CITY:	Troy, MI
CHECK NUMBER:	50173200
CHECK AMOUNT:	$2,000.00

PROPOSAL: TO FURNISH TWO YEAR REQUIREMENTS OF T-SHIRTS (VARIOUS TYPES) AND JERSEYS WITH AN OPTION TO RENEW FOR ONE ADDITIONAL YEAR

PROPOSAL A: TWO (2) Year Requirements of 50/50 Short Sleeve T-shirts, 100% Cotton Short Sleeve T-shirts

ITEM	DESCRIPTION	Minimum # of Colors	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**4000 Short Sleeve Shirts Annually.** 50/50 T-shirts (50% cotton 50% polyester blend) 1 Color Imprint on Front. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance the attached specifications.	24	$6.65	$6.91	2XL: $9.12 3XL-5XL:$11.28	2XL: $12.18 3XL: $12.32	Not Specified	Not Specified
	*** Approximately 1,000 with single digits $___/single digit**	$3.50						
	*** Approximately 500 with double digits $____/total cost with 2**	$7.50						
2	**500 Short Sleeve Annually.** Shirts, 100% Cotton - Short Sleeved-1 Color Imprint on Front. Crew neck style, 100% cotton preshrunk. Front silk-screened one (1) color in highly contrasting color to shirt. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specification.	24	$6.70	$6.91	2XL: $9.16 3XL-5XL:$10.98	2XL: $12.18 3XL: $12.32	Not Specified	Not Specified
3	**4600 Short Sleeve Shirts Annually**. 50/50 T-shirts (50% cotton/ 50% polyester blend) 2 Color Imprint on Front and 1 Color Imprint on Back. Crew neck style, 50/50 polyester blends. No seconds and /or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$8.05	$8.35	2XL: $10.56 3XL-5XL:$12.72	2XL: $13.66 3XL: $13.76	Not Specified	Not Specified
4	**3600 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - Two (2)-Color Imprint/Front and Back. Crew neck style, 100% cotton preshrunk. No seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz.) or approved alternate in accordance with the attached specifications.	6	$8.13	$8.35	2XL: $10.60 3XL-5XL:$12.42	2XL: $13.62 3XL: $13.76	Not Specified	Not Specified
5	**200 short Sleeve Shirts annually**. 50/50 T-shirts (50% cotton/50% polyester blend) One (1) Color Imprint/Front. Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 50/50 polyester blends. No seconds and/or irregulars. Gilden Brand (Minimum of 5.6 oz) or approved alternate in accordance with the attached specifications.	6	$6.64	$6.91	2XL: $9.12 3XL-5XL:$11.28	No Bid	Not Specified	Not Specified
6	**500 Short Sleeve Shirts Annually**. Shirts, 100% Cotton - One (1) -Color Imprint/Front, Screen Print with City Logo Placed on Upper Left Chest Area above pocket. Crew neck style, 100% cotton preshrunk. No Seconds/or irregulars. Gilden Brand (Minimum of 6.1 oz) or approved alternate in accordance with the attached specifications	6	No Bid	$10.15	2XL: $12.47 3XL: $12.50 4XL: $14.70		Not Specified	Not Specified
7	**120 Short Sleeve Shirts Annually**. Shirts, 100% Polyester - No Imprint Short Sleeve with Pocket, No Silk Screening or Imprinting. Crew neck style, 100% Polyester. No seconds/or irregulars. Gilden Brand 2300 (Minimum of 4.5 oz) or approved alternate in accordance with the attached specifications.	6		$7.21	2XL: $9.56 3XL: $11.76 4XL: $11.76		Not Specified	Not Specified
8	**410 Long Sleeve Shirts Annually**. Shirts, 100% Polyester -One (1)-Color Imprint/Front & One (1) Color Imprint/back, Screen Print design: Frightful 5K. Crew neck style, 100% Polyester. No seconds/or irregulars. Sport -Tek Long Sleeve Posi Charge Competitor T-Shirt (minimum of 3.8 oz) or approved alternate in accordance with the attached specifications.	6	$8.28	$8.89	2XL: $10.10 3XL: $12.49 4XL: $13.70	2XL: $12.54 3XL: $13.74 4XL: $14.54	Not Specified	Not Specified

PROPOSAL B: TWO (2) Year Requirements of Reversible Mesh Basketball Jerseys – One (1) Color Imprint Front and Matching Color Jersey Number on Back.

ITEM	DESCRIPTION	YOUTH PRICE S, M, L, XL	ADULT PRICE S, M, L, XL	ADULT PRICE XXL,3XL, 4XL,5XL	ADULT PRICE TALL XXL, 3XL, 4XL, 5XL	QUOTING ON STYLE	#OF COLORS AVAILABLE
1	**Furnish approximately 900 jerseys annually**. Reversible Mesh (100% Polyester) Basketball Jerseys -Sleeveless, Crew-neck. One (1) Color Imprint plus Matching Color Jersey Number on Back. A4 Brand or approved Alternate. If Alternate, please specify on the bid proposal and furnish a sample of the alternate shirt with the bid. Imprint: Front – silk-screened one color in highly contrasting color to jersey color. Back – Silk-screened jersey number matching the color of the front imprint. Approximately four (4) different imprints are used throughout the year. Price bid should include all screen charges and set up fees.	$13.15	$13.16	2XL: $15.43 3XL: $15.95 4XL: $18.80 5XL: $19.50	No Bid	Not Specified	Not Specified

Artwork Charges for Jerseys:		$70.00 per hour
Contact Information Provided:	Y or N	Y
References:	Y or N	Y
Payment Terms:		Net
Warranty:		Not Specified
Exceptions:		None
All or None Award:	Y or N	N
Acknowledgement:	Y or N	1 Signature Missing
Signed Addendums 1, 2 & 3:	Y or N	Y
Forms:	Y or N	Y

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.b.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Joshua Jones, Chief of Police
Nathan Gobler, Police Captain
Frank Shuler, Police Lieutenant
Emily Frontera, Purchasing Manager
Roland Gungab, Budget Analyst – Troy Police

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract — Axon Body-Worn Cameras, In-Car Cameras and Tasers Renewal and Upgraded Services – Troy Police Department

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History

- On June 28, 2021, City Council approved the purchase of Axon Enterprise, Inc. Body-Worn Cameras, In-Car Cameras and Tasers under Resolution #2021-06-101.
- On January 2023, Troy Police added Axon automated license plate readers (ALPR) to the in-car cameras on patrol vehicles under Resolution #2022-10-142-J-4a.
- On May 2023, Troy Police implemented Axon Standards Software, which is a comprehensive software solution designed to enhance the performance of law enforcement agencies by simplifying internal reporting and streamlining workflow as well as tools to enhance Police Officer performance and mental wellness.
- The Troy Police Department is approaching the end of a 5-year contract with Axon (expiration date 7/31/2026).
- The Police Department's tasers are 5 years old and approaching the manufacturer's 5-year recommended life cycle. As an electronic less than lethal device, they degrade over time and become less reliable.
- The proposed Axon platform is the best option for the Police Department which will bundle body-worn cameras and replace in-car cameras and tasers in one package system, along with renewing the ALPR function and Axon Standards Software.
- Axon networks equipment and software that includes fully integrated in-car cameras, body-worn cameras, next-generation tasers, and a cloud-based digital evidence storage and management system.
- In addition to the unlimited evidence cloud storage, the system is equipped with redaction software allowing for ease in producing digital evidence for court proceedings and to fulfill FOIA requests.

- This Axon system allows for live streaming of video in real time and GPS capabilities that enhance command awareness and Officer safety.
- The Axon system is currently in use by the Royal Oak, Madison Heights, Bloomfield Township, Clawson, Birmingham, and Southfield Police Departments.

Purchasing

- The Axon system is based on a five (5) year contract for the use of the evidence.com cloud storage, the acquisition of 117 tasers, 117 body-worn cameras and 47 in-car cameras. This covers the warranties on all the products and provides service support throughout the life of the contract. At the end of the current contract on 7/31/2026, a new contract will be required and all the electronic equipment will be replaced with new updated products. If the contract is not renewed, the equipment will be used without a warranty. Consequently, we would lose the service support and the cloud storage service.
- The acquisition of 117 tasers, 117 body cameras and 47 in-car cameras (2-camera kit) will outfit all Sworn Police personnel with a taser and body-worn camera and the Police marked vehicle fleet.
- By utilizing cloud storage via the evidence.com platform, we will eliminate the need to maintain the existing server for in-car video storage and negate the need to upgrade our servers for the additional video storage required for body-worn cameras.
- This package will bundle the multiple Axon contracts for ALPR support, Axon Standards, and Taser cartridges.
- This package will add support for livestreaming and the GPS track of fleet vehicles, Advanced Redaction Assistant, Virtual Reality training that includes multiple weapons platforms, Cradlepoint router upgrade to 5g service, Investigate software for video presentation, and automated transcription for bodycam videos.
- The total cost spread over a 5-year period is $3,107,437.46. This price includes a sizable $2,037,176.54 discount for the bundling of applications through the Officer Safety Plan (OSP 10+).
- The cost per year is: Year 1 - $607,148.10. Year 2 through 5 is $625,072.34 per year.
- The price includes installation and training support for end users and technical personnel in addition to the warranty and service support for the system.
- Attached is the participation agreement, complete quote and scope of work, the sales, terms, and conditions of the contract.
- Based on market research, the testing and evaluation of the product and the feedback from agencies currently using the Axon system, the Police Department staff firmly believe this is the most efficient and effective system to accomplish the City of Troy Police Department needs.
- Troy Police is pursuing this agreement in 2025 in order to lock in pricing which will otherwise increase 7–8 % in 2026.
- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial

In anticipation of the Axon renewal, the funds were budgeted in the fiscal year 2026 three-year budget. Payments for fiscal year 2027 and future years will continue to be approved through the annual budget process. Expenditures will be charged to account number 401.301.12.315.978.010.

- A summary of payments is detailed below:

Payment Date	Amount
Jul 2026	$607,148.10
Jul 2027	$625,072.34
Jul 2028	$625,072.34
Jul 2029	$625,072.34
Jul 2030	$625,072.34
Grand Total	$3,107,437.46

Recommendation
City Management recommends, in the best interest of the City, awarding a five (5) year contract, effective July 1, 2026, to *Axon Enterprise, Inc. of Scottsdale, AZ* in order to purchase the fully integrated Axon system with cloud storage and service and support as detailed in the attached quote and as per the Sourcewell Cooperative Purchasing Contract #101223-AXN for an estimated 5-year total cost of $3,107,437.46.

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, in the best interest of the City, **AWARDS** a five (5) year contract effective July 1, 2026 to *Axon Enterprise, Inc. of Scottsdale, AZ* in order to purchase the fully integrated Axon system with cloud storage and service and support for an estimated 5-year total cost of $3,107,437.46 as detailed in the attached quote and as per the Sourcewell Cooperative Purchasing Contract #101223-AXN; a copy which shall be **ATTACHED** to the Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy City Council hereby **APPROVES** the agreement with Axon Enterprise, Inc. and **AUTHORIZES** the Troy Police Chief to **EXECUTE** the attached Agreement; a copy which shall be **ATTACHED** to the Minutes of this meeting.

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

PARTICIPATING AGREEMENT UNDER SOURCEWELL COOPERATIVE PROCUREMENT

Sourcewell Contract #101223-AXN

This agreement ("the Agreement") is hereby made this ___ day of _____, 2025, by the City of Troy (MI) ("Agency") and Axon Enterprise, Inc. ("Axon"). Collectively, Agency and Axon are the "Parties."

WHEREAS, the Agency is desirous of having Axon provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories, as herein described; and

WHEREAS, Axon is a party to Contract No. 101223-AXN with Sourcewell dated February 6, 2024, related to "Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories" (the "Sourcewell Contract"), which is incorporated herein by reference; and

WHEREAS, Axon has agreed to provide goods and services within the scope of the Sourcewell Contract to the Agency as a participating entity at the same prices chargeable to Sourcewell; and

WHEREAS, the goods and/or services required by the Agency and that the Agency seeks to obtain from Axon are within the scope of the Sourcewell Contract; and

WHEREAS, it is the purpose of this Agreement to describe the formal rights and obligations of the Parties;

NOW, THEREFORE, WITNESSETH that, for the consideration herein indicated, and in consideration of the mutual promises and covenants set forth in this Agreement, the Parties Agree as follows:

1. Axon intends to offer the purchase of goods and services to the Agency as a participating entity under the Sourcewell Contract, as detailed in the Quote attached hereto as Exhibit A and incorporated herein by reference (the "Quote").
2. In the event the Agency's purchases, as specified on the Quote, extend past the termination or expiration of the Sourcewell Contract, the terms and conditions of the Sourcewell Contract shall remain in full force and effect as it applies to the Agency's purchases and will continue in effect for such order until the term of that Quote expires or the order is cancelled or terminated.
3. This Agreement, together with Sourcewell Contract #101223-AXN, constitute the entire agreement between the Parties relating to the subject matter of this Agreement. All prior understandings, agreements, correspondence and discussions of the Parties are merged into and made a part of this Agreement. To the extent that the terms of the documents conflict, the terms of this Agreement shall control.

This Agreement may be executed by the Parties by facsimile and in counterparts, each of which shall be deemed an original and all of which together shall constitute one and the same instrument.

Each representative identified below declares they have been expressly authorized to execute this Agreement as of the date of signature.

Axon Enterprise, Inc.	**CITY OF TROY MICHIGAN**
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

Exhibit A

[See attached Quote]

Axon Enterprise, Inc.
17800 N 85th St
Scottsdale, Arizona 85255
United States
VAT: 86-0741227
Domestic:(800) 978-2737
International: +1.800.978.2737

Q-776676-45980SH

Issued: 11/19/2025

Quote Expiration: 12/17/2025

Estimated Contract Start Date: 08/01/2026

Account Number: 114230

Payment Terms: N30

Mode of Delivery: UPS-GND

Credit/Debit Amount: $0.00

SHIP TO	BILL TO
Troy Police Dept. 500 W Big Beaver Rd Troy, MI 48084-5254 USA	Troy Police Dept. - MI 500 W Big Beaver Rd Troy MI 48084-5254 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Mike Griffiths Phone: 727-204-0791 Email: mgriffiths@axon.com Fax:	Josh Jones Phone: 248.680.7294 Email: jonesj@troymi.gov Fax: (248) 524-0851

Quote Summary

Program Length	60 Months
TOTAL COST	$3,107,437.46
ESTIMATED TOTAL W/ TAX	$3,107,437.46

Discount Summary

Average Savings Per Year	$417,474.59
TOTAL SAVINGS	$2,087,372.96

Payment Summary

Date	Subtotal	Tax	Total
Jul 2026	$607,148.10	$0.00	$607,148.10
Jul 2027	$625,072.34	$0.00	$625,072.34
Jul 2028	$625,072.34	$0.00	$625,072.34
Jul 2029	$625,072.34	$0.00	$625,072.34
Jul 2030	$625,072.34	$0.00	$625,072.34
Total	**$3,107,437.46**	**$0.00**	**$3,107,437.46**

Quote Unbundled Price:	**$5,302,053.96**
Quote List Price:	**$3,797,480.16**
Quote Subtotal:	**$3,107,437.46**

Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
Program									
Fleet3ARe	Fleet 3 Advanced Renewal	44	60	$229.34	$189.57	$189.57	$500,464.80	$0.00	$500,464.80
M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	60	$534.64	$335.81	$309.24	$2,170,864.80	$0.00	$2,170,864.80
Fleet3A	Fleet 3 Advanced	3	60	$279.98	$258.90	$238.07	$42,852.60	$0.00	$42,852.60
A la Carte Hardware									
102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2			$324.00	$0.00	$0.00	$0.00	$0.00
101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117			$386.00	$0.00	$0.00	$0.00	$0.00
101611	AXON VR - CONTROLLER - RIFLE VRM4R	2			$5,499.00	$0.00	$0.00	$0.00	$0.00
72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44			$2,695.00	$0.00	$0.00	$0.00	$0.00
T7Dock	T7 Dock	2	60		$1,800.59	$0.00	$0.00	$0.00	$0.00
H00001	AB4 Camera Bundle	120			$1,798.00	$14.98	$1,798.00	$0.00	$1,798.00
H00002	AB4 Multi Bay Dock Bundle	15			$1,638.90	$0.00	$0.00	$0.00	$0.00
R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	60		$3,363.00	$56.05	$158,061.00	$0.00	$158,061.00
A la Carte Software									
80227	AXON FUSUS - LICENSE - VIEW ONLY USER	25	60		$0.00	$0.00	$0.00	$0.00	$0.00
73638	AXON STANDARDS - LICENSE	60	60		$10.85	$10.85	$39,060.00	$0.00	$39,060.00
85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	60		$22.57	$14.81	$103,969.71	$0.00	$103,969.71
ProLicense	Pro License Bundle	13	60		$48.82	$48.75	$38,025.00	$0.00	$38,025.00
BasicLicense	Basic License Bundle	50	60		$16.27	$16.25	$48,750.00	$0.00	$48,750.00
A la Carte Services									
101267	AXON VR - PSO - FULL INSTALLATION	1			$12,000.00	$0.00	$0.00	$0.00	$0.00
85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1			$6,786.00	$0.15	$0.15	$0.00	$0.15
101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1			$1.00	$1.00	$1.00	$0.00	$1.00
A la Carte Warranties									
102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	49		$90.46	$0.00	$0.00	$0.00	$0.00
73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	12		$0.00	$0.00	$0.00	$0.00	$0.00
80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	60		$1.36	$1.36	$3,590.40	$0.00	$3,590.40
Total							**$3,107,437.46**	**$0.00**	**$3,107,437.46**

Delivery Schedule

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK RAPIDLOCK	118	1	07/01/2026
AB4 Camera Bundle	100147	AXON BODY 4 - CAMERA - NA US FIRST RESPONDER BLK	2	1	07/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
		RAPIDLOCK			
AB4 Camera Bundle	100466	AXON BODY 4 - CABLE - USB-C TO USB-C	132	1	07/01/2026
AB4 Camera Bundle	100775	AXON BODY 4 - MAGNETIC DISCONNECT CABLE	132	1	07/01/2026
AB4 Camera Bundle	100973	AXON BODY - MOUNT - MOLLE HIGH TORQUE SINGLE RAPIDLOCK	100	1	07/01/2026
AB4 Camera Bundle	74028	AXON BODY - MOUNT - WING CLIP RAPIDLOCK	32	1	07/01/2026
AB4 Multi Bay Dock Bundle	100206	AXON BODY 4 - 8 BAY DOCK	15	1	07/01/2026
AB4 Multi Bay Dock Bundle	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	15	1	07/01/2026
AB4 Multi Bay Dock Bundle	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	15	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100126	AXON VR - TACTICAL BAG	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	117	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100390	AXON TASER 10 - HANDLE - YELLOW CLASS 3R	3	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100394	AXON TASER 10 - MAGAZINE - HALT TRAINING BLUE	8	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100396	AXON TASER 10 - MAGAZINE - INERT RED	4	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	2340	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	1170	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100401	AXON TASER 10 - CARTRIDGE - INERT	30	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100591	AXON TASER - CLEANING KIT	2	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100611	AXON TASER 10 - SAFARILAND HOLSTER - RH	15	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100613	AXON TASER 10 - SAFARILAND HOLSTER - LH	102	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100623	ENHANCED HOOK-AND-LOOP TRAINING (HALT) SUIT (V2)	2	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100748	AXON VR - CONTROLLER - TASER 10	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100832	AXON VR - CONTROLLER - HANDGUN VR19H	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101122	AXON VR - HOLSTER - T10 SAFARILAND GRAY - RH	1	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101123	AXON VR - HOLSTER - T10 SAFARILAND GRAY - LH	4	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101294	AXON VR - TABLET	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101300	AXON VR - TABLET CASE	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101455	AXON TASER 10 - REPLACEMENT TOOL KIT - INTERPOSER BUCKET	2	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101456	AXON TASER 10 - REPLACEMENT INTERPOSER BUCKET	2	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101751	AXON VR - HEADSET - HTC FOCUS VISION	5	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	117	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101755	AXON TASER 10 - MAGAZINE - LIVE DUTY BLACK V2	3	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101757	AXON TASER 10 - MAGAZINE - LIVE TRAINING PURPLE V2	6	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101886	SIGNAL SENSOR	117	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101889	AXON SIGNAL - BATTERY - CR2032	117	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	102054	AXON DEDRONERAPIDRESPONSE RF PLUS OPTICAL	1	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	117	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	3	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20018	AXON TASER - BATTERY PACK - TACTICAL	24	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	1	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	1	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	1	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80087	AXON TASER - TARGET - CONDUCTIVE PROFESSIONAL RUGGEDIZED	2	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80090	AXON TASER - TARGET FRAME - PROFESSIONAL 27.5 IN X 75 IN	2	1	07/01/2026
CRADLEPOINT R1900 SINGLE MODEM KIT	100146	AXON FLEET - CRADLEPOINT R1900-5GB-GA+5YR NETCLOUD	47	1	07/01/2026
CRADLEPOINT R1900 SINGLE MODEM KIT	101018	AXON FLEET - AIRGAIN ANT - 7-IN-1 4LTE/5G 2WIFI 1GNS FLAT BL	47	1	07/01/2026
Fleet 3 Advanced	70112	AXON SIGNAL - VEHICLE	3	1	07/01/2026
Fleet 3 Advanced	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	3	1	07/01/2026

Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
T7 Dock	70033	AXON - DOCK WALL MOUNT - BRACKET ASSY	2	1	07/01/2026
T7 Dock	71019	AXON BODY - DOCK POWERCORD - NORTH AMERICA	2	1	07/01/2026
T7 Dock	74200	AXON TASER - DOCK - SIX BAY PLUS CORE	2	1	07/01/2026
A la Carte	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	1	07/01/2026
A la Carte	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	1	07/01/2026
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	360	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	940	1	07/01/2027
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	350	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	940	1	07/01/2028
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100210	AXON VR - TAP REFRESH 1 - TABLET	5	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101009	AXON VR - TAP REFRESH 1 - SIDEARM CONTROLLER	5	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101012	AXON VR - TAP REFRESH 1 - CONTROLLER	5	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20373	AXON VR - TAP REFRESH 1 - HEADSET	5	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73309	AXON BODY - TAP REFRESH 1 - CAMERA	120	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73689	AXON BODY - TAP REFRESH 1 - DOCK MULTI BAY	15	1	01/01/2029
A la Carte	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	1	01/01/2029
A la Carte	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	1	01/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	350	1	07/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	930	1	07/01/2029
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100399	AXON TASER 10 - CARTRIDGE - LIVE	350	1	07/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100400	AXON TASER 10 - CARTRIDGE - HALT	940	1	07/01/2030
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73310	AXON BODY - TAP REFRESH 2 - CAMERA	120	1	07/01/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73688	AXON BODY - TAP REFRESH 2 - DOCK MULTI BAY	15	1	07/01/2031
Fleet 3 Advanced	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	3	1	07/01/2031
Fleet 3 Advanced Renewal	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	44	1	07/01/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Basic License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	50	08/01/2026	07/31/2031
Basic License Bundle	73840	AXON EVIDENCE - ECOM LICENSE - BASIC	50	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100801	AXON RECORDS - OSP LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101180	AXON TASER - DATA SCIENCE PROGRAM	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101705	AXON FUSUS - LICENSE - PRO USER	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101711	AXON FUSUS - LICENSE - ADDITIONAL CCTV STREAMS	150	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	102202	AXON DEDRONE - DEDRONETRACKER.AI CAM & RADAR SOFTWARE HOSTED	2	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	102205	AXON DEDRONE - DEDRONETRACKER.AI RF SOFTWARE HOSTED	4	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20248	AXON TASER - EVIDENCE.COM LICENSE	2	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	20370	AXON VR - USER ACCESS - FULL VR	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73449	AXON BODY - LICENSE - DEVICE CONNECTIVITY	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73478	AXON EVIDENCE - REDACTION ASSISTANT USER LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73618	AXON COMMUNITY REQUEST	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73638	AXON STANDARDS - LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73682	AXON EVIDENCE - AUTO TAGGING LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	1170	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73686	AXON EVIDENCE - STORAGE - UNLIMITED (AXON DEVICE)	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73739	AXON PERFORMANCE - LICENSE	117	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	1	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	73746	AXON EVIDENCE - ECOM LICENSE - PRO	117	08/01/2026	07/31/2031

Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	3	08/01/2026	07/31/2031
Fleet 3 Advanced	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	3	08/01/2026	07/31/2031
Fleet 3 Advanced	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	3	08/01/2026	07/31/2031
Fleet 3 Advanced	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	6	08/01/2026	07/31/2031
Fleet 3 Advanced Renewal	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	44	08/01/2026	07/31/2031
Fleet 3 Advanced Renewal	80401	AXON FLEET 3 - ALPR LICENSE - 1 CAMERA	44	08/01/2026	07/31/2031
Fleet 3 Advanced Renewal	80402	AXON FLEET - LICENSE - REAL-TIME LOCATION, ALERTS, & LIVESTREAM	44	08/01/2026	07/31/2031
Fleet 3 Advanced Renewal	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	88	08/01/2026	07/31/2031
Pro License Bundle	73683	AXON EVIDENCE - STORAGE - 10GB A LA CARTE	39	08/01/2026	07/31/2031
Pro License Bundle	73746	AXON EVIDENCE - ECOM LICENSE - PRO	13	08/01/2026	07/31/2031
A la Carte	73638	AXON STANDARDS - LICENSE	60	08/01/2026	07/31/2031
A la Carte	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	25	08/01/2026	07/31/2031
A la Carte	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	08/01/2026	07/31/2031

Services

Bundle	Item	Description	QTY
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100751	AXON TASER 10 - REPLACEMENT ACCESS PROGRAM - DUTY CARTRIDGE	117
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101184	AXON INVESTIGATE - TRAINING - OPERATOR AND EXAMINER	8
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101193	AXON TASER - ON DEMAND CERTIFICATION	117
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101780	AXON FUSUS - PSO - SW IMPLEMENTATION - PRO	1
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	102201	AXON DEDRONE - INSTALL SERVICES	2
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	11642	AXON INVESTIGATE - THIRD PARTY VIDEO SUPPORT	117
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80190	AXON EVIDENCE - CHANNEL SERVICES	1
CRADLEPOINT R1900 SINGLE MODEM KIT	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	47
Fleet 3 Advanced	73391	AXON FLEET 3 - DEPLOYMENT PER VEHICLE - NOT OVERSIZED	3
Fleet 3 Advanced Renewal	73392	AXON FLEET 3 - INSTALLATION - UPGRADE (PER VEHICLE)	44
A la Carte	101267	AXON VR - PSO - FULL INSTALLATION	1
A la Carte	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1
A la Carte	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
A la Carte	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	08/01/2026	07/31/2027
A la Carte	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	08/01/2026	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100197	AXON VR - EXT WARRANTY - HEADSET	5	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100213	AXON VR - EXT WARRANTY - TABLET	5	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	3	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	100704	AXON TASER 10 - EXT WARRANTY - HANDLE	117	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101007	AXON VR - EXT WARRANTY - CONTROLLER	5	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	101008	AXON VR - EXT WARRANTY - HANDGUN CONTROLLER	5	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	3	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	24	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80374	AXON TASER - EXT WARRANTY - BATTERY PACK T7/T10	117	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	1	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	3	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80464	AXON BODY - TAP WARRANTY - CAMERA	117	07/01/2027	07/31/2031
BUNDLE - OFFICER SAFETY PLAN 10 PLUS	80465	AXON BODY - TAP WARRANTY - MULTI BAY DOCK	15	07/01/2027	07/31/2031
Fleet 3 Advanced	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	3	07/01/2027	07/31/2031

Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Advanced	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	3	07/01/2027	07/31/2031
Fleet 3 Advanced Renewal	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	44	07/01/2027	07/31/2031
T7 Dock	80396	AXON TASER - EXT WARRANTY - DOCK SIX BAY T7/T10	2	07/01/2027	07/31/2031
A la Carte	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	07/01/2027	07/31/2031

Shipping Locations

Location Number	Street	City	State	Zip	Country
1	500 W Big Beaver Rd	Troy	MI	48084-5254	USA
1	500 W Big Beaver Rd	Troy	MI	48084-5254	USA

Payment Details

Jul 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Upfront	101267	AXON VR - PSO - FULL INSTALLATION	1	$0.00	$0.00	$0.00
Upfront	85149	AXON TASER - 2 DAY PRODUCT SPECIFIC INSTRUCTOR COURSE	1	$0.15	$0.00	$0.15
Upfront	H00001	AB4 Camera Bundle	120	$1,798.00	$0.00	$1,798.00
Year 1	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1	$0.19	$0.00	$0.19
Year 1	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Year 1	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	$0.00	$0.00	$0.00
Year 1	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 1	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 1	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	$0.00	$0.00	$0.00
Year 1	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	$0.00	$0.00	$0.00
Year 1	73638	AXON STANDARDS - LICENSE	60	$7,613.56	$0.00	$7,613.56
Year 1	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	$699.84	$0.00	$699.84
Year 1	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	$20,265.73	$0.00	$20,265.73
Year 1	BasicLicense	Basic License Bundle	50	$9,502.33	$0.00	$9,502.33
Year 1	Fleet3A	Fleet 3 Advanced	3	$8,352.80	$0.00	$8,352.80
Year 1	Fleet3ARe	Fleet 3 Advanced Renewal	44	$97,550.39	$0.00	$97,550.39
Year 1	H00001	AB4 Camera Bundle	120	$0.00	$0.00	$0.00
Year 1	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 1	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$423,144.10	$0.00	$423,144.10
Year 1	ProLicense	Pro License Bundle	13	$7,411.82	$0.00	$7,411.82
Year 1	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$30,809.19	$0.00	$30,809.19
Year 1	T7Dock	T7 Dock	2	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$0.00	$0.00	$0.00
Total				**$607,148.10**	**$0.00**	**$607,148.10**

Aug 2026

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Invoice Upon Fulfillment	80227	AXON FUSUS - LICENSE - VIEW ONLY USER	25	$0.00	$0.00	$0.00
Invoice Upon Fulfillment	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$0.00	$0.00	$0.00
Total				**$0.00**	**$0.00**	**$0.00**

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1	$0.20	$0.00	$0.20
Year 2	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Year 2	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	$0.00	$0.00	$0.00
Year 2	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00

Jul 2027

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 2	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 2	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	$0.00	$0.00	$0.00
Year 2	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	$0.00	$0.00	$0.00
Year 2	73638	AXON STANDARDS - LICENSE	60	$7,861.61	$0.00	$7,861.61
Year 2	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	$722.64	$0.00	$722.64
Year 2	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	$20,925.99	$0.00	$20,925.99
Year 2	BasicLicense	Basic License Bundle	50	$9,811.92	$0.00	$9,811.92
Year 2	Fleet3A	Fleet 3 Advanced	3	$8,624.96	$0.00	$8,624.96
Year 2	Fleet3ARe	Fleet 3 Advanced Renewal	44	$100,728.60	$0.00	$100,728.60
Year 2	H00001	AB4 Camera Bundle	120	$0.00	$0.00	$0.00
Year 2	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 2	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$436,930.17	$0.00	$436,930.17
Year 2	ProLicense	Pro License Bundle	13	$7,653.30	$0.00	$7,653.30
Year 2	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$31,812.95	$0.00	$31,812.95
Year 2	T7Dock	T7 Dock	2	$0.00	$0.00	$0.00
Total				**$625,072.34**	**$0.00**	**$625,072.34**

Jul 2028

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 3	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1	$0.20	$0.00	$0.20
Year 3	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Year 3	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	$0.00	$0.00	$0.00
Year 3	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 3	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 3	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	$0.00	$0.00	$0.00
Year 3	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	$0.00	$0.00	$0.00
Year 3	73638	AXON STANDARDS - LICENSE	60	$7,861.61	$0.00	$7,861.61
Year 3	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	$722.64	$0.00	$722.64
Year 3	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	$20,925.99	$0.00	$20,925.99
Year 3	BasicLicense	Basic License Bundle	50	$9,811.92	$0.00	$9,811.92
Year 3	Fleet3A	Fleet 3 Advanced	3	$8,624.96	$0.00	$8,624.96
Year 3	Fleet3ARe	Fleet 3 Advanced Renewal	44	$100,728.60	$0.00	$100,728.60
Year 3	H00001	AB4 Camera Bundle	120	$0.00	$0.00	$0.00
Year 3	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 3	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$436,930.17	$0.00	$436,930.17
Year 3	ProLicense	Pro License Bundle	13	$7,653.30	$0.00	$7,653.30
Year 3	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$31,812.95	$0.00	$31,812.95
Year 3	T7Dock	T7 Dock	2	$0.00	$0.00	$0.00
Total				**$625,072.34**	**$0.00**	**$625,072.34**

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1	$0.20	$0.00	$0.20
Year 4	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Year 4	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	$0.00	$0.00	$0.00
Year 4	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 4	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 4	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	$0.00	$0.00	$0.00
Year 4	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	$0.00	$0.00	$0.00
Year 4	73638	AXON STANDARDS - LICENSE	60	$7,861.61	$0.00	$7,861.61
Year 4	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	$722.64	$0.00	$722.64

Jul 2029

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 4	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	$20,925.99	$0.00	$20,925.99
Year 4	BasicLicense	Basic License Bundle	50	$9,811.92	$0.00	$9,811.92
Year 4	Fleet3A	Fleet 3 Advanced	3	$8,624.96	$0.00	$8,624.96
Year 4	Fleet3ARe	Fleet 3 Advanced Renewal	44	$100,728.60	$0.00	$100,728.60
Year 4	H00001	AB4 Camera Bundle	120	$0.00	$0.00	$0.00
Year 4	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 4	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$436,930.17	$0.00	$436,930.17
Year 4	ProLicense	Pro License Bundle	13	$7,653.30	$0.00	$7,653.30
Year 4	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$31,812.95	$0.00	$31,812.95
Year 4	T7Dock	T7 Dock	2	$0.00	$0.00	$0.00
Total				**$625,072.34**	**$0.00**	**$625,072.34**

Jul 2030

Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Year 5	101288	AXON AUTO-TRANSCRIBE - PSO - ONE-TIME BACKFILL	1	$0.20	$0.00	$0.20
Year 5	101611	AXON VR - CONTROLLER - RIFLE VRM4R	2	$0.00	$0.00	$0.00
Year 5	101687	AXON SIGNAL - TAP REFRESH 1 - SIGNAL SENSOR	117	$0.00	$0.00	$0.00
Year 5	102330	AXON VR - TAP REFRESH 1 - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 5	102331	AXON VR - EXT WARRANTY - RIFLE CONTROLLER	2	$0.00	$0.00	$0.00
Year 5	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	44	$0.00	$0.00	$0.00
Year 5	73390	AXON FLEET - CRADLEPOINT ROUTER TRANSFERRED WARRANTY	44	$0.00	$0.00	$0.00
Year 5	73638	AXON STANDARDS - LICENSE	60	$7,861.61	$0.00	$7,861.61
Year 5	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	44	$722.64	$0.00	$722.64
Year 5	85760	AXON AUTO-TRANSCRIBE - UNLIMITED SERVICE	117	$20,925.99	$0.00	$20,925.99
Year 5	BasicLicense	Basic License Bundle	50	$9,811.92	$0.00	$9,811.92
Year 5	Fleet3A	Fleet 3 Advanced	3	$8,624.96	$0.00	$8,624.96
Year 5	Fleet3ARe	Fleet 3 Advanced Renewal	44	$100,728.60	$0.00	$100,728.60
Year 5	H00001	AB4 Camera Bundle	120	$0.00	$0.00	$0.00
Year 5	H00002	AB4 Multi Bay Dock Bundle	15	$0.00	$0.00	$0.00
Year 5	M00033	BUNDLE - OFFICER SAFETY PLAN 10 PLUS	117	$436,930.17	$0.00	$436,930.17
Year 5	ProLicense	Pro License Bundle	13	$7,653.30	$0.00	$7,653.30
Year 5	R1900Kit	CRADLEPOINT R1900 SINGLE MODEM KIT	47	$31,812.95	$0.00	$31,812.95
Year 5	T7Dock	T7 Dock	2	$0.00	$0.00	$0.00
Total				**$625,072.34**	**$0.00**	**$625,072.34**

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

Contract Sourcewell #101223-AXN is incorporated by reference into the terms and conditions of this Agreement. In the event of conflict the terms of Axon's Master Services and Purchasing Agreement shall govern.

Standard Terms and Conditions

Axon Enterprise Inc. Sales Terms and Conditions

Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at https://www.axon.com/sales-terms-and-conditions), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at www.axon.com/legal/sales-terms-and-conditions), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

Exceptions to Standard Terms and Conditions

Agency has existing contract(s) originated via Quote(s):

Q-357360, Q-399028

Agency is terminating those contracts effective 3/1/2026 with a new program date of 8/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

Agency has existing contract originated via Quote(s): Q-288718 that is set to end effective 8/1/2026.

Agency is terminating those contracts effective 3/1/2026 with a new program start date of 8/1/2026. Any changes in this date will result in modification of the program value which may result in additional fees or credits due to or from Axon.

This quote is contingent upon agency executing Q-777830 at the same time, $0 gap coverage of existing services is quoted from 3/1/2026 to 7/31/2026.

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Solicitation Number: 101223

CONTRACT

This Contract is between Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 (Sourcewell) and Axon Enterprise, Inc., 17800 N. 85th St., Scottsdale, AZ 85255-6311 (Supplier).

Sourcewell is a State of Minnesota local government unit and service cooperative created under the laws of the State of Minnesota (Minnesota Statutes Section 123A.21) that offers cooperative procurement solutions to government entities. Participation is open to eligible federal, state/province, and municipal governmental entities, higher education, K-12 education, nonprofit, tribal government, and other public entities located in the United States and Canada. Sourcewell issued a public solicitation for Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories from which Supplier was awarded a contract.

Supplier desires to contract with Sourcewell to provide equipment, products, or services to Sourcewell and the entities that access Sourcewell's cooperative purchasing contracts (Participating Entities).

1. TERM OF CONTRACT

A. EFFECTIVE DATE. This Contract is effective upon the date of the final signature below.

EXPIRATION DATE AND EXTENSION. This Contract expires December 15, 2027, unless it is cancelled sooner pursuant to Article 22. This Contract allows up to three additional one-year extensions upon the request of Sourcewell and written agreement by Supplier. Sourcewell retains the right to consider additional extensions beyond seven years as required under exceptional circumstances.

B. SURVIVAL OF TERMS. Notwithstanding any expiration or termination of this Contract, all payment obligations incurred prior to expiration or termination will survive, as will the following: Articles 11 through 14 survive the expiration or cancellation of this Contract. All other rights will cease upon expiration or termination of this Contract.

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2. EQUIPMENT, PRODUCTS, OR SERVICES

A. EQUIPMENT, PRODUCTS, OR SERVICES. Supplier will provide the Equipment, Products, or Services as stated in its Proposal submitted under the Solicitation Number listed above. Supplier's Equipment, Products, or Services Proposal (Proposal) is attached and incorporated into this Contract.

All Equipment and Products provided under this Contract must be new and the current model. Supplier may offer close-out or refurbished Equipment or Products if they are clearly indicated in Supplier's product and pricing list. Unless agreed to by the Participating Entities in advance, Equipment or Products must be delivered as operational to the Participating Entity's site.

This Contract offers an indefinite quantity of sales, and while substantial volume is anticipated, sales and sales volume are not guaranteed.

B. WARRANTY. Supplier warrants that all Equipment, Products, and Services furnished are free from liens and encumbrances, and are free from defects in design, materials, and workmanship. In addition, Supplier warrants the Equipment, Products, and Services will perform in accordance with the manufacturer's specifications. Supplier's dealers and distributors must agree to assist the Participating Entity in reaching a resolution in any dispute over warranty terms with the manufacturer. Any manufacturer's warranty that extends beyond the expiration of the Supplier's warranty will be passed on to the Participating Entity.

C. DEALERS, DISTRIBUTORS, AND/OR RESELLERS. Upon Contract execution and throughout the Contract term, Supplier must provide to Sourcewell a current means to validate or authenticate Supplier's authorized dealers, distributors, or resellers relative to the Equipment, Products, and Services offered under this Contract, which will be incorporated into this Contract by reference. It is the Supplier's responsibility to ensure Sourcewell receives the most current information.

3. PRICING

All Equipment, Products, or Services under this Contract will be priced at or below the price stated in Supplier's Proposal.

When providing pricing quotes to Participating Entities, all pricing quoted must reflect a Participating Entity's total cost of acquisition. This means that the quoted cost is for delivered Equipment, Products, and Services that are operational for their intended purpose, and includes all costs to the Participating Entity's requested delivery location.

Regardless of the payment method chosen by the Participating Entity, the total cost associated with any purchase option of the Equipment, Products, or Services must always be disclosed in the pricing quote to the applicable Participating Entity at the time of purchase.

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A. SHIPPING AND SHIPPING COSTS. All delivered Equipment and Products must be properly packaged. Damaged Equipment and Products may be rejected. If the damage is not readily apparent at the time of delivery, Supplier must permit the Equipment and Products to be returned within a reasonable time at no cost to Sourcewell or its Participating Entities, in accordance with Supplier's warranty process. Participating Entities reserve the right to inspect the Equipment and Products at a reasonable time after delivery where circumstances or conditions prevent effective inspection of the Equipment and Products at the time of delivery. In the event of the delivery of nonconforming Equipment and Products, the Participating Entity will notify the Supplier as soon as possible and the Supplier will replace nonconforming Equipment and Products with conforming Equipment and Products that are acceptable to the Participating Entity in accordance with Supplier's warranty process.

Supplier must arrange for and pay for the return shipment on Equipment and Products that arrive in a defective or inoperable condition.

Sourcewell may declare the Supplier in breach of this Contract if the Supplier intentionally delivers substandard or inferior Equipment or Products.

B. SALES TAX. Each Participating Entity is responsible for supplying the Supplier with valid tax-exemption certification(s). When ordering, a Participating Entity must indicate if it is a tax-exempt entity.

C. HOT LIST PRICING. At any time during this Contract, Supplier may offer a specific selection of Equipment, Products, or Services at discounts greater than those listed in the Contract. When Supplier determines it will offer Hot List Pricing, it must be submitted electronically to Sourcewell in a line-item format. Equipment, Products, or Services may be added or removed from the Hot List at any time through a Sourcewell Price and Product Change Form as defined in Article 4 below.

Hot List program and pricing may also be used to discount and liquidate close-out and discontinued Equipment and Products as long as those close-out and discontinued items are clearly identified as such. Current ordering process and administrative fees apply. Hot List Pricing must be published and made available to all Participating Entities.

4. PRODUCT AND PRICING CHANGE REQUESTS

Supplier may request Equipment, Product, or Service changes, additions, or deletions at any time. All requests must be made in writing by submitting a signed Sourcewell Price and Product Change Request Form to the assigned Sourcewell Supplier Development Administrator. This approved form is available from the assigned Sourcewell Supplier Development Administrator. At a minimum, the request must:

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- Identify the applicable Sourcewell contract number;
- Clearly specify the requested change;
- Provide sufficient detail to justify the requested change;
- Individually list all Equipment, Products, or Services affected by the requested change, along with the requested change (e.g., addition, deletion, price change); and
- Include a complete restatement of pricing documentation in Microsoft Excel with the effective date of the modified pricing, or product addition or deletion. The new pricing restatement must include all Equipment, Products, and Services offered, even for those items where pricing remains unchanged.

A fully executed Sourcewell Price and Product Change Request Form will become an amendment to this Contract and will be incorporated by reference.

5. PARTICIPATION, CONTRACT ACCESS, AND PARTICIPATING ENTITY REQUIREMENTS

A. PARTICIPATION. Sourcewell's cooperative contracts are available and open to public and nonprofit entities across the United States and Canada; such as federal, state/province, municipal, K-12 and higher education, tribal government, and other public entities.

The benefits of this Contract should be available to all Participating Entities that can legally access the Equipment, Products, or Services under this Contract. A Participating Entity's authority to access this Contract is determined through its cooperative purchasing, interlocal, or joint powers laws. Any entity accessing benefits of this Contract will be considered a Service Member of Sourcewell during such time of access. Supplier understands that a Participating Entity's use of this Contract is at the Participating Entity's sole convenience and Participating Entities reserve the right to obtain like Equipment, Products, or Services from any other source.

Supplier is responsible for familiarizing its sales and service forces with Sourcewell contract use eligibility requirements and documentation and will encourage potential participating entities to join Sourcewell. Sourcewell reserves the right to add and remove Participating Entities to its roster during the term of this Contract.

B. PUBLIC FACILITIES. Supplier's employees may be required to perform work at government-owned facilities, including schools. Supplier's employees and agents must conduct themselves in a professional manner while on the premises, and in accordance with Participating Entity policies and procedures, and all applicable laws.

6. PARTICIPATING ENTITY USE AND PURCHASING

A. ORDERS AND PAYMENT. To access the contracted Equipment, Products, or Services under this Contract, a Participating Entity must clearly indicate to Supplier that it intends to access this Contract; however, order flow and procedure will be developed jointly between Sourcewell and

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Supplier. Typically, a Participating Entity will issue an order directly to Supplier or its authorized subsidiary, distributor, dealer, or reseller. If a Participating Entity issues a purchase order, it may use its own forms, but the purchase order should clearly note the applicable Sourcewell contract number. All Participating Entity orders under this Contract must be issued prior to expiration or cancellation of this Contract. For avoidance of doubt, if a Participating Entity order extends beyond the Contract's expiration or cancellation, in addition to the survival terms set forth in Section 1.B of this Contract, Supplier's Master Services and Purchasing Agreement (MSPA) shall also apply, governing the order until all obligations of both the Participating Entity and Supplier are fulfilled.

Supplier's acceptable forms of payment are included in its attached Proposal. Participating Entities will be solely responsible for payment and Sourcewell will have no liability for any unpaid invoice of any Participating Entity.

B. ADDITIONAL TERMS AND CONDITIONS/PARTICIPATING ADDENDUM. The Supplier's Master Services and Purchasing Agreement (MSPA) attached hereto as Exhibit A is hereby added and incorporated into this Contract. Additional terms and conditions to a purchase order, or other required transaction documentation, may be negotiated between a Participating Entity and Supplier, such as job or industry-specific requirements, legal requirements (e.g., affirmative action or immigration status requirements), or specific local policy requirements. Some Participating Entities may require the use of a Participating Addendum, the terms of which will be negotiated directly between the Participating Entity and the Supplier or its authorized dealers, distributors, or resellers, as applicable. Any negotiated additional terms and conditions must never be less favorable to the Participating Entity than what is contained in this Contract.

C. SPECIALIZED SERVICE REQUIREMENTS. In the event that the Participating Entity requires service or specialized performance requirements not addressed in this Contract (such as e-commerce specifications, specialized delivery requirements, or other specifications and requirements), the Participating Entity and the Supplier may enter into a separate, standalone agreement, apart from this Contract. Sourcewell, including its agents and employees, will not be made a party to a claim for breach of such agreement.

D. TERMINATION OF ORDERS. Participating Entities may terminate an order, in whole or in part, immediately upon notice to Supplier in the event of any of the following events:

1. The Participating Entity fails to receive funding or appropriation from its governing body at levels sufficient to pay for the equipment, products, or services to be purchased; or
2. Federal, state, or provincial laws or regulations prohibit the purchase or change the Participating Entity's requirements.

E. GOVERNING LAW AND VENUE. The governing law and venue for any action related to a Participating Entity's order will be determined by the Participating Entity making the purchase.

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7. CUSTOMER SERVICE

A. PRIMARY ACCOUNT REPRESENTATIVE. Supplier will assign an Account Representative to Sourcewell for this Contract and must provide prompt notice to Sourcewell if that person is changed. The Account Representative will be responsible for:

- Maintenance and management of this Contract;
- Timely response to all Sourcewell and Participating Entity inquiries; and
- Business reviews to Sourcewell and Participating Entities, if applicable.

B. BUSINESS REVIEWS. Supplier must perform a minimum of one business review with Sourcewell per contract year. The business review will cover sales to Participating Entities, pricing and contract terms, administrative fees, sales data reports, performance issues, supply issues, customer issues, and any other necessary information.

8. REPORT ON CONTRACT SALES ACTIVITY AND ADMINISTRATIVE FEE PAYMENT

A. CONTRACT SALES ACTIVITY REPORT. Each calendar quarter, Supplier must provide a contract sales activity report (Report) to the Sourcewell Supplier Development Administrator assigned to this Contract. Reports are due no later than 45 days after the end of each calendar quarter. A Report must be provided regardless of the number or amount of sales during that quarter (i.e., if there are no sales, Supplier must submit a report indicating no sales were made).

The Report must contain the following fields:

- Participating Entity Name (e.g., City of Staples Highway Department);
- Participating Entity Physical Street Address;
- Participating Entity City;
- Participating Entity State/Province;
- Participating Entity Zip/Postal Code;
- Participating Entity Contact Name;
- Participating Entity Contact Email Address;
- Participating Entity Contact Telephone Number;
- Sourcewell Assigned Entity/Participating Entity Number;
- Item Purchased Description;
- Item Purchased Price;
- Sourcewell Administrative Fee Applied; and
- Date Purchase was invoiced/sale was recognized as revenue by Supplier.

B. ADMINISTRATIVE FEE. In consideration for the support and services provided by Sourcewell, the Supplier will pay an administrative fee to Sourcewell on all Equipment, Products, and

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Services provided to Participating Entities. The Administrative Fee must be included in, and not added to, the pricing. Supplier may not charge Participating Entities more than the contracted price to offset the Administrative Fee.

The Supplier will submit payment to Sourcewell for the percentage of administrative fee stated in the Proposal multiplied by the total sales of all Equipment, Products, and Services purchased by Participating Entities under this Contract during each calendar quarter. Payments should note the Supplier's name and Sourcewell-assigned contract number in the memo; and must be mailed to the address above "Attn: Accounts Receivable" or remitted electronically to Sourcewell's banking institution per Sourcewell's Finance department instructions. Payments must be received no later than 45 calendar days after the end of each calendar quarter.

Supplier agrees to cooperate with Sourcewell in auditing transactions under this Contract to ensure that the administrative fee is paid on all items purchased under this Contract.

In the event the Supplier is delinquent in any undisputed administrative fees, Sourcewell reserves the right to cancel this Contract and reject any proposal submitted by the Supplier in any subsequent solicitation. In the event this Contract is cancelled by either party prior to the Contract's expiration date, the administrative fee payment will be due no more than 30 days from the cancellation date.

9. AUTHORIZED REPRESENTATIVE

Sourcewell's Authorized Representative is its Chief Procurement Officer.

Supplier's Authorized Representative is the person named in the Supplier's Proposal. If Supplier's Authorized Representative changes at any time during this Contract, Supplier must promptly notify Sourcewell in writing.

10. AUDIT, ASSIGNMENT, AMENDMENTS, WAIVER, AND CONTRACT COMPLETE

A. AUDIT. Pursuant to Minnesota Statutes Section 16C.05, subdivision 5, the books, records, documents, and accounting procedures and practices relevant to this Contract are subject to examination by Sourcewell or the Minnesota State Auditor for a minimum of six years from the end of this Contract. This clause extends to Participating Entities as it relates to business conducted by that Participating Entity under this Contract.

B. ASSIGNMENT. Neither party may assign or otherwise transfer its rights or obligations under this Contract without the prior written consent of the other party and a fully executed assignment agreement. Such consent will not be unreasonably withheld. Any prohibited assignment will be invalid.

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C. AMENDMENTS. Any amendment to this Contract must be in writing and will not be effective until it has been duly executed by the parties.

D. WAIVER. Failure by either party to take action or assert any right under this Contract will not be deemed a waiver of such right in the event of the continuation or repetition of the circumstances giving rise to such right. Any such waiver must be in writing and signed by the parties.

E. CONTRACT COMPLETE. This Contract represents the complete agreement between the parties. No other understanding regarding this Contract, whether written or oral, may be used to bind either party. For any conflict between the attached Proposal and the terms set out in Articles 1-22 of this Contract, the terms of Articles 1-22 will govern.

F. RELATIONSHIP OF THE PARTIES. The relationship of the parties is one of independent contractors, each free to exercise judgment and discretion with regard to the conduct of their respective businesses. This Contract does not create a partnership, joint venture, or any other relationship such as master-servant, or principal-agent.

11. INDEMNITY AND HOLD HARMLESS

Supplier must indemnify, defend, save, and hold Sourcewell and its Participating Entities, including their agents and employees, harmless from any claims or causes of action, including reasonable attorneys' fees incurred by Sourcewell or its Participating Entities, arising out of any negligent act or omission in the performance of this Contract by the Supplier or its agents or employees; this indemnification includes injury or death to person(s) or property alleged to have been caused by some defect in the Equipment, Products, or Services under this Contract to the extent the Equipment, Product, or Service has been used according to its specifications. In no event will Supplier be liable for any special, indirect, incidental, exemplary, or consequential damages for any cause of action, whether in contract or tort. Sourcewell's responsibility will be governed by the State of Minnesota's Tort Liability Act (Minnesota Statutes Chapter 466) and other applicable law.

12. GOVERNMENT DATA PRACTICES

Supplier and Sourcewell must comply with the Minnesota Government Data Practices Act, Minnesota Statutes Chapter 13, as it applies to all data provided by or provided to Sourcewell under this Contract and as it applies to all data created, collected, received, maintained, or disseminated by the Supplier under this Contract.

13. INTELLECTUAL PROPERTY, PUBLICITY, MARKETING, AND ENDORSEMENT

A. INTELLECTUAL PROPERTY

1. *Grant of License.* During the term of this Contract:

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a. Sourcewell grants to Supplier a royalty-free, worldwide, non-exclusive right and license to use the trademark(s) provided to Supplier by Sourcewell in advertising and promotional materials for the purpose of marketing Sourcewell's relationship with Supplier.

b. Supplier grants to Sourcewell a royalty-free, worldwide, non-exclusive right and license to use Supplier's trademarks in advertising and promotional materials for the purpose of marketing Supplier's relationship with Sourcewell.

2. *Limited Right of Sublicense*. The right and license granted herein includes a limited right of each party to grant sublicenses to their respective subsidiaries, distributors, dealers, resellers, marketing representatives, and agents (collectively "Permitted Sublicensees") in advertising and promotional materials for the purpose of marketing the Parties' relationship to Participating Entities. Any sublicense granted will be subject to the terms and conditions of this Article. Each party will be responsible for any breach of this Article by any of their respective sublicensees.

3. *Use; Quality Control.*

a. Neither party may alter the other party's trademarks from the form provided and must comply with removal requests as to specific uses of its trademarks or logos.

b. Each party agrees to use, and to cause its Permitted Sublicensees to use, the other party's trademarks only in good faith and in a dignified manner consistent with such party's use of the trademarks. Upon written notice to the breaching party, the breaching party has 30 days of the date of the written notice to cure the breach or the license will be terminated.

4. *Termination*. Upon the termination of this Contract for any reason, each party, including Permitted Sublicensees, will have 30 days to remove all Trademarks from signage, websites, and the like bearing the other party's name or logo (excepting Sourcewell's pre-printed catalog of suppliers which may be used until the next printing). Supplier must return all marketing and promotional materials, including signage, provided by Sourcewell, or dispose of it according to Sourcewell's written directions.

B. PUBLICITY. Any publicity regarding the subject matter of this Contract must not be released without prior written approval from the Authorized Representatives. Publicity includes notices, informational pamphlets, press releases, research, reports, signs, and similar public notices prepared by or for the Supplier individually or jointly with others, or any subcontractors, with respect to the program, publications, or services provided resulting from this Contract.

C. MARKETING. Any direct advertising, marketing, or offers with Participating Entities must be approved by Sourcewell. Send all approval requests to the Sourcewell Supplier Development Administrator assigned to this Contract.

D. ENDORSEMENT. The Supplier must not claim that Sourcewell endorses its Equipment, Products, or Services.

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14. GOVERNING LAW, JURISDICTION, AND VENUE

The substantive and procedural laws of the State of Minnesota will govern this Contract. Venue for all legal proceedings arising out of this Contract, or its breach, must be in the appropriate state court in Todd County, Minnesota or federal court in Fergus Falls, Minnesota.

15. FORCE MAJEURE

Neither party to this Contract will be held responsible for delay or default caused by acts of God or other conditions that are beyond that party's reasonable control. A party defaulting under this provision must provide the other party prompt written notice of the default.

16. SEVERABILITY

If any provision of this Contract is found by a court of competent jurisdiction to be illegal, unenforceable, or void then both parties will be relieved from all obligations arising from that provision. If the remainder of this Contract is capable of being performed, it will not be affected by such determination or finding and must be fully performed.

17. PERFORMANCE, DEFAULT, AND REMEDIES

A. PERFORMANCE. During the term of this Contract, the parties will monitor performance and address unresolved contract issues as follows:

1. *Notification.* The parties must promptly notify each other of any known dispute and work in good faith to resolve such dispute within a reasonable period of time. If necessary, Sourcewell and the Supplier will jointly develop a short briefing document that describes the issue(s), relevant impact, and positions of both parties.
2. *Escalation.* If parties are unable to resolve the issue in a timely manner, as specified above, either Sourcewell or Supplier may escalate the resolution of the issue to a higher level of management. The Supplier will have 30 calendar days to cure an outstanding issue.
3. *Performance while Dispute is Pending*. Notwithstanding the existence of a dispute, the Supplier must continue without delay to carry out all of its responsibilities under the Contract that are not affected by the dispute. If the Supplier fails to continue without delay to perform its responsibilities under the Contract, in the accomplishment of all undisputed work, the Supplier will bear any additional costs incurred by Sourcewell and/or its Participating Entities as a result of such failure to proceed.

B. DEFAULT AND REMEDIES. Either of the following constitutes cause to declare this Contract, or any Participating Entity order under this Contract, in default:

1. Nonperformance of contractual requirements, or
2. A material breach of any term or condition of this Contract.

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The party claiming default must provide written notice of the default, with 30 calendar days to cure the default. Time allowed for cure will not diminish or eliminate any liability for liquidated or other damages. If the default remains after the opportunity for cure, the non-defaulting party may:

- Exercise any remedy provided by law or equity, or
- Terminate the Contract or any portion thereof, including any orders issued against the Contract.

18. INSURANCE

A. REQUIREMENTS. At its own expense, Supplier must maintain insurance policy(ies) in effect at all times during the performance of this Contract with insurance company(ies) licensed or authorized to do business in the State of Minnesota having an "AM BEST" rating of A- or better, with coverage and limits of insurance not less than the following:

1. *Workers' Compensation and Employer's Liability.*
Workers' Compensation: As required by any applicable law or regulation.
Employer's Liability Insurance: must be provided in amounts not less than listed below:
Minimum limits:
$500,000 each accident for bodily injury by accident
$500,000 policy limit for bodily injury by disease
$500,000 each employee for bodily injury by disease

2. *Commercial General Liability Insurance.* Supplier will maintain insurance covering its operations, with coverage on an occurrence basis, and must be subject to terms no less broad than the Insurance Services Office ("ISO") Commercial General Liability Form CG0001 (2001 or newer edition), or equivalent. At a minimum, coverage must include liability arising from premises, operations, bodily injury and property damage, independent contractors, products-completed operations including construction defect, contractual liability, blanket contractual liability, and personal injury and advertising injury. All required limits, terms and conditions of coverage must be maintained during the term of this Contract.
Minimum Limits:
$1,000,000 each occurrence Bodily Injury and Property Damage
$1,000,000 Personal and Advertising Injury
$2,000,000 aggregate for products liability-completed operations
$2,000,000 general aggregate

3. *Commercial Automobile Liability Insurance.* During the term of this Contract, Supplier will maintain insurance covering all owned, hired, and non-owned automobiles in limits of liability not less than indicated below. The coverage must be subject to terms

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no less broad than ISO Business Auto Coverage Form CA 0001 (2010 edition or newer), or equivalent.

Minimum Limits:
$1,000,000 each accident, combined single limit

4. *Umbrella Insurance*. During the term of this Contract, Supplier will maintain umbrella coverage over Employer's Liability, Commercial General Liability, and Commercial Automobile.

Minimum Limits:
$2,000,000

5. *Professional/Technical, Errors and Omissions, and/or Miscellaneous Professional Liability*. During the term of this Contract, Supplier will maintain coverage for all claims the Supplier may become legally obligated to pay resulting from any actual or alleged negligent act, error, or omission related to Supplier's professional services required under this Contract.

Minimum Limits:
$2,000,000 per claim or event
$2,000,000 – annual aggregate

6. *Network Security and Privacy Liability Insurance*. During the term of this Contract, Supplier will maintain coverage for network security and privacy liability. The coverage may be endorsed on another form of liability coverage or written on a standalone policy. The insurance must cover claims which may arise from failure of Supplier's security resulting in, but not limited to, computer attacks, unauthorized access, disclosure of not public data – including but not limited to, confidential or private information, transmission of a computer virus, or denial of service.

Minimum limits:
$2,000,000 per occurrence
$2,000,000 annual aggregate

Failure of Supplier to maintain the required insurance will constitute a material breach entitling Sourcewell to immediately terminate this Contract for default.

B. CERTIFICATES OF INSURANCE. Prior to commencing under this Contract, Supplier must furnish to Sourcewell a certificate of insurance, as evidence of the insurance required under this Contract. Prior to expiration of the policy(ies), renewal certificates must be mailed to Sourcewell, 202 12th Street Northeast, P.O. Box 219, Staples, MN 56479 or sent to the Sourcewell Supplier Development Administrator assigned to this Contract. The certificates must be signed by a person authorized by the insurer(s) to bind coverage on their behalf.

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Failure to request certificates of insurance by Sourcewell, or failure of Supplier to provide certificates of insurance, in no way limits or relieves Supplier of its duties and responsibilities in this Contract.

C. ADDITIONAL INSURED ENDORSEMENT AND PRIMARY AND NON-CONTRIBUTORY INSURANCE CLAUSE. Supplier agrees to list Sourcewell and its Participating Entities, including their officers, agents, and employees, as an additional insured under the Supplier's commercial general liability insurance policy with respect to liability arising out of activities, "operations," or "work" performed by or on behalf of Supplier, and products and completed operations of Supplier. The policy provision(s) or endorsement(s) must further provide that coverage is primary and not excess over or contributory with any other valid, applicable, and collectible insurance or self-insurance in force for the additional insureds.

D. WAIVER OF SUBROGATION. Supplier waives and must require (by endorsement or otherwise) all its insurers to waive subrogation rights against Sourcewell and other additional insureds for losses paid under the insurance policies required by this Contract or other insurance applicable to the Supplier or its subcontractors. The waiver must apply to all deductibles and/or self-insured retentions applicable to the required or any other insurance maintained by the Supplier or its subcontractors. Where permitted by law, Supplier must require similar written express waivers of subrogation and insurance clauses from each of its subcontractors.

E. UMBRELLA/EXCESS LIABILITY/SELF-INSURED RETENTION. The limits required by this Contract can be met by either providing a primary policy or in combination with umbrella/excess liability policy(ies), or self-insured retention.

19. COMPLIANCE

A. LAWS AND REGULATIONS. All Equipment, Products, or Services provided under this Contract must comply fully with applicable federal laws and regulations, and with the laws in the states and provinces in which the Equipment, Products, or Services are sold.

B. LICENSES. Supplier must maintain a valid and current status on all required federal, state/provincial, and local licenses, bonds, and permits required for the operation of the business that the Supplier conducts with Sourcewell and Participating Entities.

20. BANKRUPTCY, DEBARMENT, OR SUSPENSION CERTIFICATION

Supplier certifies and warrants that it is not in bankruptcy or that it has previously disclosed in writing certain information to Sourcewell related to bankruptcy actions. If at any time during this Contract Supplier declares bankruptcy, Supplier must immediately notify Sourcewell in writing.

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Supplier certifies and warrants that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Supplier certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this Contract. Supplier further warrants that it will provide immediate written notice to Sourcewell if this certification changes at any time.

21. PROVISIONS FOR NON-UNITED STATES FEDERAL ENTITY PROCUREMENTS UNDER UNITED STATES FEDERAL AWARDS OR OTHER AWARDS

Participating Entities that use United States federal grant or FEMA funds to purchase goods or services from this Contract may be subject to additional requirements including the procurement standards of the Uniform Administrative Requirements, Cost Principles and Audit Requirements for Federal Awards, 2 C.F.R. § 200. Participating Entities may have additional requirements based on specific funding source terms or conditions. Within this Article, all references to "federal" should be interpreted to mean the United States federal government. The following list only applies when a Participating Entity accesses Supplier's Equipment, Products, or Services with United States federal funds.

A. EQUAL EMPLOYMENT OPPORTUNITY. Except as otherwise provided under 41 C.F.R. § 60, all contracts that meet the definition of "federally assisted construction contract" in 41 C.F.R. § 60-1.3 must include the equal opportunity clause provided under 41 C.F.R. §60-1.4(b), in accordance with Executive Order 11246, "Equal Employment Opportunity" (30 FR 12319, 12935, 3 C.F.R. §, 1964-1965 Comp., p. 339), as amended by Executive Order 11375, "Amending Executive Order 11246 Relating to Equal Employment Opportunity," and implementing regulations at 41 C.F.R. § 60, "Office of Federal Contract Compliance Programs, Equal Employment Opportunity, Department of Labor." The equal opportunity clause is incorporated herein by reference.

B. DAVIS-BACON ACT, AS AMENDED (40 U.S.C. § 3141-3148). When required by federal program legislation, all prime construction contracts in excess of $2,000 awarded by non-federal entities must include a provision for compliance with the Davis-Bacon Act (40 U.S.C. § 3141-3144, and 3146-3148) as supplemented by Department of Labor regulations (29 C.F.R. § 5, "Labor Standards Provisions Applicable to Contracts Covering Federally Financed and Assisted Construction"). In accordance with the statute, contractors must be required to pay wages to laborers and mechanics at a rate not less than the prevailing wages specified in a wage determination made by the Secretary of Labor. In addition, contractors must be required to pay wages not less than once a week. The non-federal entity must place a copy of the current prevailing wage determination issued by the Department of Labor in each solicitation. The decision to award a contract or subcontract must be conditioned upon the acceptance of the wage determination. The non-federal entity must report all suspected or reported violations to the federal awarding agency. The contracts must also include a provision for compliance with

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the Copeland "Anti-Kickback" Act (40 U.S.C. § 3145), as supplemented by Department of Labor regulations (29 C.F.R. § 3, "Contractors and Subcontractors on Public Building or Public Work Financed in Whole or in Part by Loans or Grants from the United States"). The Act provides that each contractor or subrecipient must be prohibited from inducing, by any means, any person employed in the construction, completion, or repair of public work, to give up any part of the compensation to which he or she is otherwise entitled. The non-federal entity must report all suspected or reported violations to the federal awarding agency. Supplier must be in compliance with all applicable Davis-Bacon Act provisions.

C. CONTRACT WORK HOURS AND SAFETY STANDARDS ACT (40 U.S.C. § 3701-3708). Where applicable, all contracts awarded by the non-federal entity in excess of $100,000 that involve the employment of mechanics or laborers must include a provision for compliance with 40 U.S.C. §§ 3702 and 3704, as supplemented by Department of Labor regulations (29 C.F.R. § 5). Under 40 U.S.C. § 3702 of the Act, each contractor must be required to compute the wages of every mechanic and laborer on the basis of a standard work week of 40 hours. Work in excess of the standard work week is permissible provided that the worker is compensated at a rate of not less than one and a half times the basic rate of pay for all hours worked in excess of 40 hours in the work week. The requirements of 40 U.S.C. § 3704 are applicable to construction work and provide that no laborer or mechanic must be required to work in surroundings or under working conditions which are unsanitary, hazardous or dangerous. These requirements do not apply to the purchases of supplies or materials or articles ordinarily available on the open market, or contracts for transportation or transmission of intelligence. This provision is hereby incorporated by reference into this Contract. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

D. RIGHTS TO INVENTIONS MADE UNDER A CONTRACT OR AGREEMENT. If the federal award meets the definition of "funding agreement" under 37 C.F.R. § 401.2(a) and the recipient or subrecipient wishes to enter into a contract with a small business firm or nonprofit organization regarding the substitution of parties, assignment or performance of experimental, developmental, or research work under that "funding agreement," the recipient or subrecipient must comply with the requirements of 37 C.F.R. § 401, "Rights to Inventions Made by Nonprofit Organizations and Small Business Firms Under Government Grants, Contracts and Cooperative Agreements," and any implementing regulations issued by the awarding agency. Supplier certifies that during the term of an award for all contracts by Sourcewell resulting from this procurement process, Supplier must comply with applicable requirements as referenced above.

E. CLEAN AIR ACT (42 U.S.C. § 7401-7671Q.) AND THE FEDERAL WATER POLLUTION CONTROL ACT (33 U.S.C. § 1251-1387). Contracts and subgrants of amounts in excess of $150,000 require the non-federal award to agree to comply with all applicable standards, orders or regulations issued pursuant to the Clean Air Act (42 U.S.C. § 7401- 7671q) and the Federal Water Pollution Control Act as amended (33 U.S.C. § 1251- 1387). Violations must be reported to the Federal awarding agency and the Regional Office of the Environmental Protection Agency (EPA).

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Supplier certifies that during the term of this Contract will comply with applicable requirements as referenced above.

F. DEBARMENT AND SUSPENSION (EXECUTIVE ORDERS 12549 AND 12689). A contract award (see 2 C.F.R. § 180.220) must not be made to parties listed on the government wide exclusions in the System for Award Management (SAM), in accordance with the OMB guidelines at 2 C.F.R. §180 that implement Executive Orders 12549 (3 C.F.R. § 1986 Comp., p. 189) and 12689 (3 C.F.R. § 1989 Comp., p. 235), "Debarment and Suspension." SAM Exclusions contains the names of parties debarred, suspended, or otherwise excluded by agencies, as well as parties declared ineligible under statutory or regulatory authority other than Executive Order 12549. Supplier certifies that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation by any federal department or agency.

G. BYRD ANTI-LOBBYING AMENDMENT, AS AMENDED (31 U.S.C. § 1352). Suppliers must file any required certifications. Suppliers must not have used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant, or any other award covered by 31 U.S.C. § 1352. Suppliers must disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award. Such disclosures are forwarded from tier to tier up to the non-federal award. Suppliers must file all certifications and disclosures required by, and otherwise comply with, the Byrd Anti-Lobbying Amendment (31 U.S.C. § 1352).

H. RECORD RETENTION REQUIREMENTS. To the extent applicable, Supplier must comply with the record retention requirements detailed in 2 C.F.R. § 200.333. The Supplier further certifies that it will retain all records as required by 2 C.F.R. § 200.333 for a period of 3 years after grantees or subgrantees submit final expenditure reports or quarterly or annual financial reports, as applicable, and all other pending matters are closed.

I. ENERGY POLICY AND CONSERVATION ACT COMPLIANCE. To the extent applicable, Supplier must comply with the mandatory standards and policies relating to energy efficiency which are contained in the state energy conservation plan issued in compliance with the Energy Policy and Conservation Act.

J. BUY AMERICAN PROVISIONS COMPLIANCE. To the extent applicable, Supplier must comply with all applicable provisions of the Buy American Act. Purchases made in accordance with the Buy American Act must follow the applicable procurement rules calling for free and open competition.

K. ACCESS TO RECORDS (2 C.F.R. § 200.336). Supplier agrees that duly authorized representatives of a federal agency must have access to any books, documents, papers and

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records of Supplier that are directly pertinent to Supplier's discharge of its obligations under this Contract for the purpose of making audits, examinations, excerpts, and transcriptions. The right also includes timely and reasonable access to Supplier's personnel for the purpose of interview and discussion relating to such documents.

L. PROCUREMENT OF RECOVERED MATERIALS (2 C.F.R. § 200.322). A non-federal entity that is a state agency or agency of a political subdivision of a state and its contractors must comply with Section 6002 of the Solid Waste Disposal Act, as amended by the Resource Conservation and Recovery Act. The requirements of Section 6002 include procuring only items designated in guidelines of the Environmental Protection Agency (EPA) at 40 C.F.R. § 247 that contain the highest percentage of recovered materials practicable, consistent with maintaining a satisfactory level of competition, where the purchase price of the item exceeds $10,000 or the value of the quantity acquired during the preceding fiscal year exceeded $10,000; procuring solid waste management services in a manner that maximizes energy and resource recovery; and establishing an affirmative procurement program for procurement of recovered materials identified in the EPA guidelines.

M. FEDERAL SEAL(S), LOGOS, AND FLAGS. The Supplier cannot use the seal(s), logos, crests, or reproductions of flags or likenesses of Federal agency officials without specific pre-approval.

N. NO OBLIGATION BY FEDERAL GOVERNMENT. The U.S. federal government is not a party to this Contract or any purchase by a Participating Entity and is not subject to any obligations or liabilities to the Participating Entity, Supplier, or any other party pertaining to any matter resulting from the Contract or any purchase by an authorized user.

O. PROGRAM FRAUD AND FALSE OR FRAUDULENT STATEMENTS OR RELATED ACTS. The Contractor acknowledges that 31 U.S.C. 38 (Administrative Remedies for False Claims and Statements) applies to the Supplier's actions pertaining to this Contract or any purchase by a Participating Entity.

P. FEDERAL DEBT. The Supplier certifies that it is non-delinquent in its repayment of any federal debt. Examples of relevant debt include delinquent payroll and other taxes, audit disallowance, and benefit overpayments.

Q. CONFLICTS OF INTEREST. The Supplier must notify the U.S. Office of General Services, Sourcewell, and Participating Entity as soon as possible if this Contract or any aspect related to the anticipated work under this Contract raises an actual or potential conflict of interest (as described in 2 C.F.R. Part 200). The Supplier must explain the actual or potential conflict in writing in sufficient detail so that the U.S. Office of General Services, Sourcewell, and Participating Entity are able to assess the actual or potential conflict; and provide any additional information as necessary or requested.

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R. U.S. EXECUTIVE ORDER 13224. The Supplier, and its subcontractors, must comply with U.S. Executive Order 13224 and U.S. Laws that prohibit transactions with and provision of resources and support to individuals and organizations associated with terrorism.

S. PROHIBITION ON CERTAIN TELECOMMUNICATIONS AND VIDEO SURVEILLANCE SERVICES OR EQUIPMENT. To the extent applicable, Supplier certifies that during the term of this Contract it will comply with applicable requirements of 2 C.F.R. § 200.216.

T. DOMESTIC PREFERENCES FOR PROCUREMENTS. To the extent applicable, Supplier certifies that during the term of this Contract will comply with applicable requirements of 2 C.F.R. § 200.322.

22. CANCELLATION

Sourcewell or Supplier may cancel this Contract at any time, with or without cause, upon 60 days' written notice to the other party. However, Sourcewell may cancel this Contract immediately upon discovery of a material defect in any certification made in Supplier's Proposal. Cancellation of this Contract does not relieve either party of financial, product, or service obligations incurred or accrued prior to cancellation.

Sourcewell	Axon Enterprise, Inc.
DocuSigned by: Jeremy Schwartz C0FD2A139D06489...	DocuSigned by: 55DAEBB131A4424...
By: _____	By: _____
Jeremy Schwartz	Robert Driscoll
Title: Chief Procurement Officer	Title: Vice President Legal, Associate General Counsel
Date: 2/6/2024 | 12:43 PM CST	Date: 2/6/2024 | 11:02 AM MST

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Exhibit A
Axon Master Services and Purchasing Agreement (MSPA)

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Master Services and Purchasing Agreement for Agency

This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the agency listed below or, if no agency is listed below, the agency on the Quote attached hereto ("**Agency**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) signature date on the Quote ("**Effective Date**"). Axon and Agency are each a "**Party**" and collectively "**Parties**". This Agreement governs Agency's purchase and use of the Axon Devices and Services detailed in the Quote Appendix ("**Quote**"). It is the intent of the Parties that this Agreement will govern all subsequent purchases by Agency for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Agency shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

1. **Definitions**.

   1.1. "**Axon Cloud Services**" means Axon's web services for Axon Evidence, Axon Records, Axon Dispatch, and interactions between Axon Evidence and Axon Devices or Axon client software. Axon Cloud Service excludes third-party applications, hardware warranties, and my.evidence.com.

   1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.

   1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Agency's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.

   1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

2. **Term**. This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

   2.1. All subscriptions including Axon Evidence, Axon Fleet, Officer Safety Plans, Technology Assurance Plans, and TASER 7 or TASER 10 plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").

   2.2. Upon completion of the Subscription Term, the Subscription Term will automatically renew for an additional 5 years ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. For all other purchases, Axon may increase pricing on all line items in the Quote by up to 3% at the beginning of each year of the Renewal Term. New devices and services may require additional terms. Axon will not authorize services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

3. **Payment**. Axon invoices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Agency will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Agency will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Agency is responsible for collection and attorneys' fees.

4. **Taxes**. Agency is responsible for sales and other taxes associated with the order unless Agency provides Axon a valid tax exemption certificate.

5. **Shipping**. Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Agency upon Axon's delivery to the common carrier. Agency is responsible for any shipping charges in the Quote.

6. **Returns**. All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

7. **Warranty**.

   7.1. **Limited Warranty**. Axon warrants that Axon-manufactured Devices are free from defects in workmanship and materials for one (1) year from the date of Agency's receipt, except Signal Sidearm and Axon-manufactured accessories, which Axon warrants for thirty (30) months and ninety (90) days, respectively, from the date of Agency's receipt. Used conducted energy weapon ("**CEW**") cartridges are deemed to have operated properly. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term.

   7.2. **Disclaimer. All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability,**

fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's warranty and are only subject to the warranties of the third-party provider or manufacturer.

7.3. **Claims**. If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.

7.3.1. If Agency exchanges an Axon Device or part, the replacement item becomes Agency's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Agency must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.

7.4. **Spare Axon Devices**. At Axon's reasonable discretion, Axon may provide Agency a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Agency submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Agency in accordance with shipping terms under Section 5. Axon assumes no liability or obligation in the event Agency does not utilize Spare Axon Devices for the intended purpose.

7.5. **Limitations**. Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Agency resells Axon Devices.

7.5.1. To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Agency confirms and agrees that, in deciding whether to sign this Agreement, it has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.

7.5.2. Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to any Axon Device or Service will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for direct, special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.

7.6. **Online Support Platforms**. Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at www.axon.com/sales-terms-and-conditions.

7.7. **Third-Party Software and Services**. Use of software or services other than those provided by Axon is governed by the terms, if any, entered into between Agency and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at www.axon.com/sales-terms-and-conditions, if any.

7.8. **Axon Aid**. Upon mutual agreement between Axon and Agency, Axon may provide certain products and services to Agency, as a charitable donation under the Axon Aid program. In such event, Agency expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Agency agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Agency expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Agency.

8. **Statement of Work**. Certain Axon Devices and Services, including Axon Interview Room, Axon Channel Services,

and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Agency, Axon is only responsible for the performance of Services described in the SOW. Additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. The SOW is incorporated into this Agreement by reference.

9. **Axon Device Warnings**. See www.axon.com/legal for the most current Axon Device warnings.

10. **Design Changes**. Axon may make design changes to any Axon Device or Service without notifying Agency or making the same change to Axon Devices and Services previously purchased by Agency.

11. **Bundled Offerings**. Some offerings in bundled offerings may not be generally available at the time of Agency's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to a delay of availability or Agency's election not to utilize any portion of an Axon bundle.

12. **Insurance**. Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.

13. **IP Rights**. Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Agency will not cause any Axon proprietary rights to be violated.

14. **IP Indemnification**. Axon will indemnify Agency against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices or Services infringes or misappropriates the third-party's intellectual property rights. Agency must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon-manufactured Devices or Services by Agency or a third-party not approved by Axon; (b) use of Axon-manufactured Devices and Services in combination with hardware or services not approved by Axon; (c) use of Axon Devices and Services other than as permitted in this Agreement; or (d) use of Axon software that is not the most current release provided by Axon.

15. **Agency Responsibilities**. Agency is responsible for (a) Agency's use of Axon Devices; (b) breach of this Agreement or violation of applicable law by Agency or an Agency end user; (c) disputes between Agency and a third-party over Agency's use of Axon Devices; (d) ensuring Axon Devices are destroyed and disposed of securely and sustainably at Agency's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.

16. **Termination**.

    16.1. **For Breach**. A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured at the end of thirty (30) days. If Agency terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.

    16.2. **By Agency**. If sufficient funds are not appropriated or otherwise legally available to pay the fees, Agency may terminate this Agreement. Agency will deliver notice of termination under this section as soon as reasonably practicable.

    16.3. **Effect of Termination**. Upon termination of this Agreement, Agency rights immediately terminate. Agency remains responsible for all fees incurred before the effective date of termination. If Agency purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Agency the difference between the MSRP for Axon Devices received, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Agency may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For bundled Axon Devices, MSRP is the standalone price of all individual components.

17. **Confidentiality**. "**Confidential Information**" means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Agency receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Agency will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.

18. **General**.

18.1. **Force Majeure**. Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.

18.2. **Independent Contractors**. The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, agency, fiduciary, or employment relationship between the Parties.

18.3. **Third-Party Beneficiaries**. There are no third-party beneficiaries under this Agreement.

18.4. **Non-Discrimination**. Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.

18.5. **Export Compliance**. Each Party will comply with all import and export control laws and regulations.

18.6. **Assignment**. Neither Party may assign this Agreement without the other Party's prior written consent. Axon may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

18.7. **Waiver**. No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.

18.8. **Severability**. If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.

18.9. **Survival**. The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, and Agency Responsibilities.

18.10. **Governing Law**. The laws of the country, state, province, or municipality where Agency is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement.

18.11. **Notices**. All notices must be in English. Notices posted on Agency's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Agency shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc., Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.

18.12 **Entire Agreement**. This Agreement, including the Appendices and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

AXON:	**AGENCY**:
Choose an item.	_____
Signature: _____	Signature: _____
Name: _____	Name: _____
Title: _____	Title: _____
Date: _____	Date: _____

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Axon Cloud Services Terms of Use Appendix

1. Definitions.

    a. **"Agency Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Agency's tenant, including media or multimedia uploaded into Axon Cloud Services by Agency. Agency Content includes Evidence but excludes Non-Content Data.

    b. "**Evidence**" is media or multimedia uploaded into Axon Evidence as 'evidence' by an Agency. Evidence is a subset of Agency Content.

    c. "**Non-Content Data**" is data, configuration, and usage information about Agency's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Agency Content.

    d. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.

2. **Access**. Upon Axon granting Agency a subscription to Axon Cloud Services, Agency may access and use Axon Cloud Services to store and manage Agency Content. Agency may not exceed more end users than the Quote specifies. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence Lite, Agency may access and use Axon Evidence only to store and manage TASER CEW and TASER CAM data ("**TASER Data**"). Agency may not upload non-TASER Data to Axon Evidence Lite.

3. **Agency Owns Agency Content**. Agency controls and owns all right, title, and interest in Agency Content. Except as outlined herein, Axon obtains no interest in Agency Content, and Agency Content is not Axon's business records. Agency is solely responsible for uploading, sharing, managing, and deleting Agency Content. Axon will only have access to Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.

4. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Agency Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum.

5. **Agency Responsibilities**. Agency is responsible for (a) ensuring Agency owns Agency Content; (b) ensuring no Agency Content or Agency end user's use of Agency Content or Axon Cloud Services violates this Agreement or applicable laws; and (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to Axon Cloud Services.

    a. Agency will also maintain the security of end usernames and passwords and security and access by end users to Agency Content. Agency is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Agency regulation and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or Agency Content, or if account information is lost or stolen.

    b. To the extent Agency uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at https://www.youtube.com/static?template=terms.

6. **Privacy**. Agency's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at https://www.axon.com/legal/cloud-services-privacy-policy. Agency agrees to allow Axon access to Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic

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screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.

7. **Axon Body 3 Wi-Fi Positioning**. Axon Body 3 cameras offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Agency administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Agency chooses to use this service, Axon must also enable the usage of the feature for Agency's Axon Cloud Services tenant. Agency will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Agency's Axon Cloud Services tenant. When Wi-Fi Positioning is enabled by both Axon and Agency, Non-Content and Personal Data will be sent to Skyhook Holdings, Inc. ("**Skyhook**") to facilitate the Wi-Fi Positioning functionality. Data controlled by Skyhook is outside the scope of the Axon Cloud Services Privacy Policy and is subject to the Skyhook Services Privacy Policy.

8. **Storage**. For Axon Unlimited Device Storage subscriptions, Agency may store unlimited data in Agency's Axon Evidence account only if data originates from Axon Capture or the applicable Axon Device. Axon may charge Agency additional fees for exceeding purchased storage amounts. Axon may place Agency Content that Agency has not viewed or accessed for six (6) months into archival storage. Agency Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.

   For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon's Evidence.com user license; (ii) is limited to data of the law enforcement agency that purchased the Third-Party Unlimited Storage and the Axon's Evidence.com end user or Agency is prohibited from storing data for other law enforcement agencies; and (iii) Agency may only upload and store data that is directly related to: (1) the investigation of, or the prosecution of a crime; (2) common law enforcement activities; or (3) any Agency Content created by Axon Devices or Evidence.com.

9. **Location of Storage**. Axon may transfer Agency Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Agency Content. For United States agencies, Axon will ensure all Agency Content stored in Axon Cloud Services remains within the United States. Ownership of Agency Content remains with Agency.

10. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Agency or end user's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees incurred through suspension. Axon will not delete Agency Content because of suspension, except as specified in this Agreement.

11. **Axon Cloud Services Warranty**. Axon disclaims any warranties or responsibility for data corruption or errors before Agency uploads data to Axon Cloud Services.

12. **Axon Records**. Axon Records is the software-as-a-service product that is generally available at the time Agency purchases an OSP 7 or OSP 10 bundle. During Agency's Axon Records Subscription Term, if any, Agency will be entitled to receive Axon's Update and Upgrade releases on an if-and-when available basis.

    a. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 bundle, upon completion of the OSP 7 or OSP 10 Term ("**Axon Records Subscription**")

    b. An "**Update**" is a generally available release of Axon Records that Axon makes available from time to time. An "**Upgrade**" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications.

    c. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included. If Agency purchases Axon Records as part of a bundled offering, the Axon Record subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Records to Agency.

    d. Users of Axon Records at the Agency may upload files to entities (incidents, reports, cases, etc) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon

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may limit usage should the Agency exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

13. **Axon Cloud Services Restrictions**. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

    a. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

    b. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

    c. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

    d. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

    e. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;

    f. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or

    g. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.

14. **After Termination**. Axon will not delete Agency Content for ninety (90) days following termination. There will be no functionality of Axon Cloud Services during these ninety (90) days other than the ability to retrieve Agency Content. Agency will not incur additional fees if Agency downloads Agency Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Agency Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Agency Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Agency Content from Axon Cloud Services.

15. **Post-Termination Assistance**. Axon will provide Agency with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Agency Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.

16. **U.S. Government Rights**. If Agency is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Agency is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Agency will immediately discontinue use of Axon Cloud Services.

17. **Survival**. Upon any termination of this Agreement, the following sections in this Appendix will survive: Agency Owns Agency Content, Privacy, Storage, Axon Cloud Services Warranty, and Axon Cloud Services Restrictions.

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Axon Customer Experience Improvement Program Appendix

1. **Axon Customer Experience Improvement Program (ACEIP)**. The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, to ultimately increase safety within communities and drive efficiency in public safety. To this end, subject to the limitations on Axon as described below, Axon, where allowed by law, may make limited use of Agency Content from all of its customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). However, at all times, Axon will comply with its obligations pursuant to the Axon Cloud Services Terms of Use Appendix to maintain a comprehensive data security program (including compliance with the CJIS Security Policy for Criminal Justice Information), privacy program, and data governance policy, including high industry standards of de-identifying Personal Data, to enforce its security and privacy obligations for the ACEIP. ACEIP has 2 tiers of participation, Tier 1 and Tier 2. By default, Agency will be a participant in ACEIP Tier 1. If Agency does not want to participate in ACEIP Tier 1, Agency can revoke its consent at any time. If Agency wants to participate in Tier 2, as detailed below, Agency can check the ACEIP Tier 2 box below. If Agency does not want to participate in ACEIP Tier 2, Agency should leave box unchecked. At any time, Agency may revoke its consent to ACEIP Tier 1, Tier 2, or both Tiers.

2. **ACEIP Tier 1.**

   2.1. When Axon uses Agency Content for the ACEIP Purposes, Axon will extract from Agency Content and may store separately copies of certain segments or elements of the Agency Content (collectively, "**ACEIP Content**"). When extracting ACEIP Content, Axon will use commercially reasonable efforts to aggregate, transform or de-identify Agency Content so that the extracted ACEIP Content is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual ("**Privacy Preserving Technique(s)**"). For illustrative purposes, some examples are described in footnote 1[1]. For clarity, ACEIP Content will still be linked indirectly, with an attribution, to the Agency from which it was extracted. This attribution will be stored separately from the data itself, but is necessary for and will be solely used to enable Axon to identify and delete all ACEIP Content upon Agency request. Once de-identified, ACEIP Content may then be further modified, analyzed, and used to create derivative works. At any time, Agency may revoke the consent granted herein to Axon to access and use Agency Content for ACEIP Purposes. Within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete any and all ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to Agency. In addition, if Axon uses Agency Content for the ACEIP Purposes, upon request, Axon will make available to Agency a list of the specific type of Agency Content being used to generate ACEIP Content, the purpose of such use, and the retention, privacy preserving extraction technique, and relevant data protection practices applicable to the Agency Content or ACEIP Content ("**Use Case**"). From time to time, Axon may develop and deploy new Use Cases. At least 30 days prior to authorizing the deployment of any new Use Case, Axon will provide Agency notice (by updating the list of Use Case at https://www.axon.com/aceip and providing Agency with a mechanism to obtain notice of that update or another commercially reasonable method to Agency designated contact) ("**New Use Case**").

   2.2. **Expiration of ACEIP Tier 1**. Agency consent granted herein will expire upon termination of the Agreement. In accordance with section 1.1.1, within 30 days of receiving the Agency's request, Axon will no longer access or use Agency Content for ACEIP Purposes and will delete ACEIP Content. Axon will also delete any derivative works which may reasonably be capable of being associated with, or could reasonably be linked directly or indirectly to, Agency.

3. **ACEIP Tier 2**. In addition to ACEIP Tier 1, if Agency wants to help further improve Axon's services, Agency may choose to participate in Tier 2 of the ACEIP. ACEIP Tier 2 grants Axon certain additional rights to use Agency Content, in addition to those set forth in Tier 1 above, without the guaranteed deployment of a Privacy Preserving Technique

[1] For example; (a) when extracting specific text to improve automated transcription capabilities, text that could be used to directly identify a particular individual would not be extracted, and extracted text would be disassociated from identifying metadata of any speakers, and the extracted text would be split into individual words and aggregated with other data sources (including publicly available data) to remove any reasonable ability to link any specific text directly or indirectly back to a particular individual; (b) when extracting license plate data to improve Automated License Plate Recognition (ALPR) capabilities, individual license plate characters would be extracted and disassociated from each other so a complete plate could not be reconstituted, and all association to other elements of the source video, such as the vehicle, location, time, and the surrounding environment would also be removed; (c) when extracting audio of potential acoustic events (such as glass breaking or gun shots), very short segments (<1 second) of audio that only contains the likely acoustic events would be extracted and all human utterances would be removed.

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to enable product development, improvement, and support that cannot be accomplished with aggregated, transformed, or de-identified data.

☐ Check this box if Agency wants to help further improve Axon's services by participating in ACEIP Tier 2 in addition to Tier 1. Axon will not enroll Agency into ACEIP Tier 2 until Axon and Agency agree to terms in writing providing for such participation in ACEIP Tier 2.

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Professional Services Appendix

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services**. Agency must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.

2. **Axon Full Service (Axon Full Service)**. Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which on-site services are appropriate. If Agency requires more than four (4) consecutive on-site days, Agency must purchase additional days. Axon Full Service options include:

System set up and configuration • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories and custom roles based on Agency need • Register cameras to Agency domain • Troubleshoot IT issues with Axon Evidence and Axon Dock ("**Dock**") access • One on-site session included
Dock configuration • Work with Agency to decide the ideal location of Docks and set configurations on Dock • Authenticate Dock with Axon Evidence using admin credentials from Agency • On-site assistance, not to include physical mounting of docks
Best practice implementation planning session • Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management • Provide referrals of other agencies using the Axon camera devices and Axon Evidence • Recommend rollout plan based on review of shift schedules
System Admin and troubleshooting training sessions Step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations
Evidence sharing training Tailored workflow instruction for Investigative Units on sharing Cases and Evidence with local prosecuting agencies
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide
Post go-live review

3. **Body-Worn Camera Starter Service (Axon Starter)**. Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Starter options include:

System set up and configuration (Remote Support) • Instructor-led setup of Axon View on smartphones (if applicable) • Configure categories & custom roles based on Agency need • Troubleshoot IT issues with Axon Evidence and Dock access

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Dock configuration • Work with Agency to decide the ideal location of Dock setup and set configurations on Dock • Authenticate Dock with Axon Evidence using "Administrator" credentials from Agency • Does not include physical mounting of docks
Axon instructor training (Train the Trainer) Training for Agency's in-house instructors who can support Agency's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
End user go-live training and support sessions • Assistance with device set up and configuration • Training on device use, Axon Evidence, and Evidence Sync
Implementation document packet Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories & roles guide

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual)**. Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.

5. **CEW Services Packages**. CEW Services Packages are detailed below:

System set up and configuration • Configure Axon Evidence categories & custom roles based on Agency need. • Troubleshoot IT issues with Axon Evidence. • Register users and assign roles in Axon Evidence. • **For the CEW Full Service Package**: On-site assistance included • **For the CEW Starter Package**: Virtual assistance included
Dedicated Project Manager Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Agency 4–6 weeks before rollout
Best practice implementation planning session to include: • Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other agencies • Discuss the importance of entering metadata and best practices for digital data management • Provide referrals to other agencies using TASER CEWs and Axon Evidence • **For the CEW Full Service Package:** On-site assistance included • **For the CEW Starter Package:** Virtual assistance included
System Admin and troubleshooting training sessions On-site sessions providing a step-by-step explanation and assistance for Agency's configuration of security, roles & permissions, categories & retention, and other specific settings for Axon Evidence
Axon Evidence Instructor training • Provide training on the Axon Evidence to educate instructors who can support Agency's subsequent Axon Evidence training needs. • **For the CEW Full Service Package:** Training for up to 3 individuals at Agency • **For the CEW Starter Package:** Training for up to 1 individual at Agency
TASER CEW inspection and device assignment Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.
Post go-live review **For the CEW Full Service Package**: On-site assistance included. **For the CEW Starter Package**: Virtual assistance included.

6. **Smart Weapon Transition Service**. The Smart Weapon Transition Service includes:

Archival of CEW Firing Logs Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Agency is replacing with newer Smart Weapon models.

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Return of Old Weapons
Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Agency with a Certificate of Destruction

*Note: CEW Full Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Agency to assess Agency's deployment and determine which Services are appropriate. The VR Service training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon VR headset content • Configure agency settings based on Agency need • Troubleshoot IT issues with Axon VR headset
Axon instructor training (Train the Trainer)
Training for up to five (5) Agency's in-house instructors who can support Agency's Axon VR CET and SIM training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon VR CET and SIM functionality, basic operation, and best practices

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Agency to assess Agency's deployment and determine which Services are appropriate. If Agency's requires more than one (1) day of on-site Services, Agency must purchase additional on-site Services. The Axon Air, On-Site training options include:

System set up and configuration (Remote Support)
• Instructor-led setup of Axon Air App (ASDS) • Configure agency settings based on Agency need • Configure drone controller • Troubleshoot IT issues with Axon Evidence
Axon instructor training (Train the Trainer)
Training for Agency's in-house instructors who can support Agency's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations
Classroom and practical training sessions
Step-by-step explanation and assistance for Agency's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service**.

    a. **Purchases of 50 SSA units or more**: Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Agency is responsible for providing a suitable work/training area.

    b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Out of Scope Services**. Axon is only responsible to perform the professional services described in the Quote and this Appendix. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

12. **Delivery of Services**. Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Agency travel time by Axon personnel to Agency premises as work hours.

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13. **Access Computer Systems to Perform Services**. Agency authorizes Axon to access relevant Agency computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

14. **Site Preparation**. Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Agency or Axon), Agency must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Agency must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Agency when Axon generally releases it

15. **Acceptance**. When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Agency. Agency will sign the Acceptance Form acknowledging completion. If Agency reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Agency must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, Axon will deem Agency to have accepted the professional services.

16. **Agency Network**. For work performed by Axon transiting or making use of Agency's network, Agency is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Agency's network from any cause.

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Technology Assurance Plan Appendix

If Technology Assurance Plan ("**TAP**") or a bundle including TAP is on the Quote, this appendix applies.

1. **TAP Warranty**. The TAP warranty is an extended warranty that starts at the end of the one- (1-) year hardware limited warranty.
2. **Officer Safety Plan**. If Agency purchases an Officer Safety Plan ("**OSP**"), Agency will receive the deliverables detailed in the Quote. Agency must accept delivery of the TASER CEW and accessories as soon as available from Axon.
3. **OSP 7 or OSP 10 Term**. OSP 7 or OSP 10 begins on the date specified in the Quote ("**OSP Term**").
4. **TAP BWC Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon body-worn camera ("**BWC Upgrade**") as scheduled in the Quote. If Agency purchased TAP, Axon will provide a BWC Upgrade that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the BWC Upgrade will utilize the same accessories or Axon Dock.
5. **TAP Dock Upgrade**. If Agency has no outstanding payment obligations and purchased TAP, Axon will provide Agency a new Axon Dock as scheduled in the Quote ("**Dock Upgrade**"). Accessories associated with any Dock Upgrades are subject to change at Axon discretion. Dock Upgrades will only include a new Axon Dock bay configuration unless a new Axon Dock core is required for BWC compatibility. If Agency originally purchased a single-bay Axon Dock, the Dock Upgrade will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Agency originally purchased a multi-bay Axon Dock, the Dock Upgrade will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Upgrade Delay**. Axon may ship the BWC and Dock Upgrades as scheduled in the Quote without prior confirmation from Agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final BWC and Dock Upgrade as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Agency.
7. **Upgrade Change**. If Agency wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Agency must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Agency desires has an MSRP less than the MSRP of the offered BWC Upgrade or Dock Upgrade, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
8. **Return of Original Axon Device**. Within thirty (30) days of receiving a BWC or Dock Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Agency does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Agency.
9. **Termination**. If Agency's payment for TAP, OSP, or Axon Evidence is more than thirty (30) days past due, Axon may terminate TAP or OSP. Once TAP or OSP terminates for any reason:
   - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
   - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
   - 9.3. Agency must make any missed payments due to the termination before Agency may purchase any future TAP or OSP.

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TASER 7 Appendix

This TASER 7 Appendix applies to Agency's TASER 7, OSP 7, or OSP 7 Plus purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.

2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.

3. **TASER Upgrade**. If Agency purchases Axon's 10-year certification program for Axon's latest version of its TASER energy weapon ("Certification Program") and has no outstanding payment obligations as of the beginning of the sixth (6^{th}) year of the Certification Program, Agency will qualify for an upgrade to any subsequent version of the Certification Program ("CEW Upgrade"). Agency will receive the CEW Upgrade at no additional cost, only to the extent such subsequent version of the Certification Program includes the same products or features as the Certification Program purchased by Agency. If Agency wants to upgrade to a Certification Program that includes additional products or features, Agency will pay the additional cost associated with such products and features. For the avoidance of doubt, Agency is not required to upgrade to any subsequent version of the Certification Program. Axon may ship the CEW Upgrade as scheduled in the Quote without prior confirmation from agency unless the Parties agree in writing otherwise at least ninety (90) days in advance. If necessary to maintain compatibility among Axon Devices, within thirty (30) days of receiving the CEW Upgrade, Agency must, if requested by Axon, return all hardware and related accessories received in connection with the Certification Program to Axon. In such event, Agency must ship batteries via ground shipping or in accordance with federal regulations in place at the time of the return. Axon will pay shipping costs for the return if Agency uses Axon's RMA process.

4. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.

5. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	**Days to Return from Start Date of TASER 7 Subscription**
Less than 100 officers	30 days
100 to 499 officers	90 days
500+ officers	180 days

6. **TASER 7 Subscription Term**. The TASER 7 Subscription Term for a standalone TASER 7 purchase begins on shipment of the TASER 7 hardware. The TASER 7 Subscription Term for OSP 7 begins on the OSP 7 start date.

7. **Access Rights**. Upon Axon granting Agency a TASER 7 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 7 CEW devices during the TASER 7 Subscription Term. Agency may not exceed the number of end users the Quote specifies.

8. **Privacy.** Axon will not disclose Agency Content or any information about Agency except as compelled by a court or administrative body or required by any law or regulation. Axon will give notice if any disclosure request is received for Agency Content, so Agency may file an objection with the court or administrative body.

9. **Termination**. If payment for TASER 7 is more than thirty (30) days past due, Axon may terminate Agency's TASER 7 plan by notifying Agency. Upon termination for any reason, then as of the date of termination:

   9.1. TASER 7 extended warranties and access to Training Content will terminate. No refunds will be given.

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9.2. Axon will invoice Agency the remaining MSRP for TASER 7 products received before termination. If terminating for non-appropriations, Axon will not invoice Agency if Agency returns the CEW, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

9.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER 7 plan.

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TASER 10 Appendix

This TASER 10 Appendix applies to Agency's TASER 10, OSP 10, OSP Plus, or OSP 10 Plus Premium purchase from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan**. If the Quote includes "**Duty Cartridge Replenishment Plan**", Agency must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Agency may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training**. If the Quote includes a training voucher, Agency must use the voucher within one (1) year of issuance, or the voucher will be void. Axon will issue Agency a voucher annually beginning on the start of the TASER Subscription Term. The voucher has no cash value. Agency cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Agency's responsibility. If the Quote includes Axon Online Training or Virtual Reality Content Empathy Development for Autism/Schizophrenia (collectively, "**Training Content**"), Agency may access Training Content. Axon will deliver all Training Content electronically.
3. **Extended Warranty**. If the Quote includes an extended warranty, the extended warranty coverage period warranty will be for a five- (5-) year term, which includes the hardware manufacturer's warranty plus the four- (4-) year extended term.
4. **Trade-in**. If the Quote contains a discount on CEW-related line items, including items related to OSP, then that discount may only be applied as a trade-in credit, and Agency must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon. Agency must ship batteries via ground shipping. Axon will pay shipping costs of the return. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Agency the value of the trade-in credit. Agency may not destroy Trade-In Units and receive a trade-in credit.

Agency Size	Days to Return from Start Date of TASER 10 Subscription
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

5. **TASER 10 Subscription Term**. The TASER 10 Subscription Term for a standalone TASER 10 purchase begins on shipment of the TASER 10 hardware. The TASER 10 Subscription Term for OSP 10 begins on the OSP 10 start date.
6. **Access Rights**. Upon Axon granting Agency a TASER 10 Axon Evidence subscription, Agency may access and use Axon Evidence for the storage and management of data from TASER 10 CEW devices during the TASER 10 Subscription Term. Agency may not exceed the number of end users the Quote specifies.
7. **Agency Warranty.** If Agency is located in the US, Agency warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Agency use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Agency must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Agency has received an Apollo Grant from Axon, Agency must pay all fees in the Quote prior to upgrading to any new TASER CEW offered by Axon.

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Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Agency's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows end users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Agency's CAD or RMS.

2. **Support**. For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Agency maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Agency changes its CAD or RMS.

3. **Changes**. Axon is only responsible to perform the Services in this Appendix. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.

4. **Agency Responsibilities**. Axon's performance of Auto-Tagging Services requires Agency to:

   4.1. Make available relevant systems, including Agency's current CAD or RMS, for assessment by Axon (including remote access if possible);

   4.2. Make required modifications, upgrades or alterations to Agency's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;

   4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Agency safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;

   4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;

   4.5. Promptly install and implement any software updates provided by Axon;

   4.6. Ensure that all appropriate data backups are performed;

   4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;

   4.8. Provide Axon with remote access to Agency's Axon Evidence account when required;

   4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Agency; and

   4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.

5. **Access to Systems**. Agency authorizes Axon to access Agency's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Agency. Agency is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Agency.

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Axon Fleet Appendix

If Axon Fleet is included on the Quote, this Appendix applies.

1. Agency Responsibilities.

   19. Agency must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon Fleet 2 or Axon Fleet 3 (collectively, "**Axon Fleet**") as established by Axon during the qualifier call and on-site assessment at Agency and in any technical qualifying questions. If Agency's representations are inaccurate, the Quote is subject to change.

   20. Agency is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon Fleet systems into Agency vehicles. Agency is responsible for making available all vehicles for which installation services were purchased, during the agreed upon onsite installation dates, Failure to make vehicles available may require an equitable adjustment in fees or schedule.

2. **Cradlepoint**. If Agency purchases Cradlepoint Enterprise Cloud Manager, Agency will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Agency requires Cradlepoint support, Agency will contact Cradlepoint directly.

3. **Third-party Installer**. Axon will not be liable for the failure of Axon Fleet hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

4. Wireless Offload Server.

   4.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.

   4.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.

   4.3. **Updates**. If Agency purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

   4.4. **WOS Support**. Upon request by Axon, Agency will provide Axon with access to Agency's store and forward servers solely for troubleshooting and maintenance.

5. Axon Vehicle Software.

   5.1. **License Grant**. Axon grants Agency a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "**Axon Vehicle Software**".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.

   5.2. **Restrictions**. Agency may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

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6. **Acceptance Checklist**. If Axon provides services to Agency pursuant to any statement of work in connection with Axon Fleet, within seven (7) days of the date on which Agency retrieves Agency's vehicle(s) from the Axon installer, said vehicle having been installed and configured with tested and fully and properly operational in-car hardware and software identified above, Agency will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables.

7. **Axon Fleet Upgrade**. If Agency has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP), Axon will provide Agency with the same or like model of Fleet hardware ("**Axon Fleet Upgrade**") as scheduled on the Quote.

   7.1. If Agency would like to change models for the Axon Fleet Upgrade, Agency must pay the difference between the MSRP for the offered Axon Fleet Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Agency is responsible for the removal of previously installed hardware and installation of the Axon Fleet Upgrade.

   7.2. Within thirty (30) days of receiving the Axon Fleet Upgrade, Agency must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Agency does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Agency.

8. **Axon Fleet Termination.** Axon may terminate Agency's Fleet subscription for non-payment. Upon any termination:

   8.1. Axon Fleet subscription coverage terminates, and no refunds will be given.

   8.2. Axon will not and has no obligation to provide the Axon Fleet Upgrade.

   8.3. Agency will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future Fleet TAP.

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Axon Respond Appendix

This Axon Respond Appendix applies to both Axon Respond and Axon Respond Plus, if either is included on the Quote.

1. **Axon Respond Subscription Term**. If Agency purchases Axon Respond as part of a bundled offering, the Axon Respond subscription begins on the later of the (1) start date of that bundled offering, or (2) date Axon provisions Axon Respond to Agency. If Agency purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Agency, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.

2. **Scope of Axon Respond**. The scope of Axon Respond is to assist Agency with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Agency uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Agency on upgrading Agency's Axon Respond to better meet Agency's needs.

3. **Axon Body 3 LTE Requirements**. Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Agency utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is only available in the United States, including any U.S. territories. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Agency's consent.

4. **Axon Fleet 3 LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Agency is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Agency's LTE carrier.

5. **Axon Respond Service Limitations**. Agency acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.

    5.1. With regard to Axon Body 3, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Agency expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Agency is not a third-party beneficiary of any agreement between Axon and the underlying carrier.

6. **Termination**. Upon termination of this Agreement, or if Agency stops paying for Axon Respond or bundles that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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Add-on Services Appendix

This Appendix applies if Axon Community Request, Axon Redaction Assistant, and/or Axon Performance are included on the Quote.

1. **Subscription Term**. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as part of OSP 7 or OSP 10, the subscription begins on the later of the (1) start date of the OSP 7 or OSP 10 Term, or (2) date Axon provisions Axon Community Request Axon Redaction Assistant, or Axon Performance to Agency.

1.1. If Agency purchases Axon Community Request, Axon Redaction Assistant, or Axon Performance as a standalone, the subscription begins the later of the (1) date Axon provisions Axon Community Request, Axon Redaction Assistant, or Axon Performance to Agency, or (2) first day of the month following the Effective Date.

1.2. The subscription term will end upon the completion of the Axon Evidence Subscription associated with the add-on.

2. **Axon Community Request Storage**. For Axon Community Request, Agency may store an unlimited amount of data submitted through the public portal ("**Portal Content**"), within Agency's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

3. **Performance Auto-Tagging Data**. In order to provide some features of Axon Performance to Agency, Axon will need to store call for service data from Agency's CAD or RMS.

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Axon Auto-Transcribe Appendix

This Appendix applies if Axon Auto-Transcribe is included on the Quote.

1. **Subscription Term.** If Agency purchases Axon Auto-Transcribe as part of a bundle or Axon Cloud Services subscription, the subscription begins on the later of the (1) start date of the bundle or Axon Cloud Services license term, or (2) date Axon provisions Axon Auto-Transcribe to Agency. If Agency purchases Axon Auto-Transcribe minutes as a standalone, the subscription begins on the date Axon provisions Axon Auto-Transcribe to Agency.

   1.1. If Agency cancels Auto-Transcribe services, any amounts owed by the Parties will be based on the amount of time passed under the annual subscription, rather than on the number of minutes used, regardless of usage.

2. **Auto-Transcribe A-La-Carte Minutes.** Upon Axon granting Agency a set number of minutes, Agency may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Agency will not have the ability to roll over unused minutes to future Auto-Transcribe terms. Axon may charge Agency additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Agency by Axon.

3. **Axon Unlimited Transcribe.** Upon Axon granting Agency an Unlimited Transcribe subscription to Axon Auto-Transcribe, Agency may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Citizen, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.

4. **Warranty.** Axon disclaims all warranties, express or implied, for Axon Auto-Transcribe.

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Axon Virtual Reality Content Terms of Use Appendix

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term**. The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Agency related to virtual reality (collectively, "**Virtual Reality Media**").

2. **Headsets**. Agency may purchase additional virtual reality headsets from Axon. In the event Agency decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Agency must purchase those headsets from Axon.

3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. If Agency utilizes more users than stated in this Agreement, Agency must purchase additional Virtual Reality Media licenses from Axon. Agency may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Agency may not:

   3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;

   3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;

   3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;

   3.4. use trade secret information contained in Virtual Reality Media;

   3.5. resell, rent, loan or sublicense Virtual Reality Media;

   3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or

   3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.

4. **Privacy**. Agency's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at https://www.axon.com/axonvrprivacypolicy.

5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement.

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Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included on the Quote.

1. **License**. Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Agency may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Agency may make copies of Axon Evidence Local for archival purposes only. Axon shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term**. The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions**. All licenses will immediately terminate if Agency does not comply with any term of this Agreement. Agency may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Agency may not:
   - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
   - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
   - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
   - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
   - 3.5. use trade secret information contained in Axon Evidence Local;
   - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
   - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
   - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support**. Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Agency is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Agency is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination**. Axon may terminate Agency's license immediately for Agency's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Agency's right to login to Axon Evidence Local.

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Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services are included on the Quote.

1. **Definitions**.

   1.1. "**API Client**" means the software that acts as the interface between Agency's computer and the server, which is already developed or to be developed by Agency.

   1.2. "**API Interface**" means software implemented by Agency to configure Agency's independent API Client Software to operate in conjunction with the API Service for Agency's authorized Use.

   1.3. "**Axon Evidence Partner API, API or Axon API**" (collectively "**API Service**") means Axon's API which provides a programmatic means to access data in Agency's Axon Evidence account or integrate Agency's Axon Evidence account with other systems.

   1.4. "**Use**" means any operation on Agency's data enabled by the supported API functionality.

2. **Purpose and License**.

   2.1. Agency may use API Service and data made available through API Service, in connection with an API Client developed by Agency. Axon may monitor Agency's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Agency agrees to not interfere with such monitoring or obscure from Axon Agency's use of API Service. Agency will not use API Service for commercial use.

   2.2. Axon grants Agency a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Agency's Use in connection with Agency's API Client.

   2.3. Axon reserves the right to set limitations on Agency's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

3. **Configuration**. Agency will work independently to configure Agency's API Client with API Service for Agency's applicable Use. Agency will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Agency will inform Axon promptly of any updates. Upon Agency's registration, Axon will provide documentation outlining API Service information.

4. **Agency Responsibilities**. When using API Service, Agency and its end users may not:

   4.1. use API Service in any way other than as expressly permitted under this Agreement;

   4.2. use in any way that results in, or could result in, any security breach to Axon;

   4.3. perform an action with the intent of introducing any viruses, worms, defect, Trojan horses, malware, or any items of a destructive nature to Axon Devices and Services;

   4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;

   4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;

   4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;

   4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;

   4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;

   4.9. make available to a third-party, any token, key, password or other login credentials to API Service;

   4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or

   4.11. disclose Axon's API manual.

5. **API Content**. All content related to API Service, other than Agency Content or Agency's API Client content, is considered Axon's API Content, including:

   5.1. the design, structure and naming of API Service fields in all responses and requests;

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5.2. the resources available within API Service for which Agency takes actions on, such as evidence, cases, users, or reports;

5.3. the structure of and relationship of API Service resources; and

5.4. the design of API Service, in any part or as a whole.

6. **Prohibitions on API Content**. Neither Agency nor its end users will use API content returned from the API Interface to:

6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;

6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;

6.3. misrepresent the source or ownership; or

6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).

7. **API Updates**. Axon may update or modify the API Service from time to time ("**API Update**"). Agency is required to implement and use the most current version of API Service and to make any applicable changes to Agency's API Client required as a result of such API Update. API Updates may adversely affect how Agency's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Agency to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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Advanced User Management Appendix

This Appendix applies if Axon Advanced User Management is included on the Quote.

1. **Scope**. Advanced User Management allows Agency to (a) utilize bulk user creation and management, (b) automate user creation and management through System for Cross-domain Identity Management ("**SCIM**"), and (c) automate group creation and management through SCIM.

2. **Advanced User Management Configuration**. Agency will work independently to configure Agency's Advanced User Management for Agency's applicable Use. Upon request, Axon will provide general guidance to Agency, including documentation that details the setup and configuration process.

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Axon Channel Services Appendix

This Appendix applies if Agency purchases Axon Channel Service, as set forth on the Quote.

1. Definitions.

   1.1. "**Axon Digital Evidence Management System**" means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.

   1.2. "**Active Channel**" means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.

   1.3. "**Inactive Channel**" means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope**. Agency currently has a third-party system or data repository from which Agency desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Agency's third-party data into an Axon Digital Evidence Management System or the transfer of Agency data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Agency Content. Agency is responsible for verifying all necessary data is migrated correctly and retained per Agency policy.

3. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use**. Agency is responsible for verifying Agency has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Agency is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Agency's network and systems to perform the Services described in the Channel Services SOW. Agency is responsible for facilitating this access per all laws and policies applicable to Agency.

5. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a good and workmanlike manner.

7. **Monitoring**. Axon may monitor Agency's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure from Axon Agency's use of channel services.

8. **Agency's Responsibilities.** Axon's successful performance of the Channel Services requires Agency:

   8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);

   8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Agency (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Agency premises with laptop personal computers and any other materials needed to perform the Channel Services);

   8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;

   8.4. Ensure all appropriate data backups are performed;

   8.5. Provide Axon with remote access to the Agency's network and third-party systems when required for Axon to perform the Channel Services;

   8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and

   8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators,

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and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

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VIEVU Data Migration Appendix

This Appendix applies if Agency purchases Migration services, as set forth on the Quote.

1. **Scope**. Agency currently has legacy data in the VIEVU solution from which Agency desires to move to Axon Evidence. Axon will work with Agency to copy legacy data from the VIEVU solution into Axon Evidence ("**Migration**"). Before Migration, Agency and Axon will work together to develop a Statement of Work ("**Migration SOW**") to detail all deliverables and responsibilities. The Migration will require the availability of Agency resources. Such resources will be identified in the SOW. On-site support during Migration is not required. Upon Agency's request, Axon will provide on-site support for an additional fee. Any request for on-site support will need to be pre-scheduled and is subject to Axon's resource availability.

   1.1. A small amount of unexposed data related to system information will not be migrated from the VIEVU solution to Axon Evidence. Upon request, some of this data can be manually exported before Migration and provided to Agency. The Migration SOW will provide further detail.

2. **Changes**. Axon is only responsible to perform the Services described in this Appendix and Migration SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

3. **Project Management**. Axon will assign a Project Manager to work closely with Agency's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

4. **Downtime**. There may be downtime during the Migration. The duration of the downtime will depend on the amount of data that Agency is migrating. Axon will work with Agency to minimize any downtime. Any VIEVU mobile application will need to be disabled upon Migration.

5. **Functionality Changes**. Due to device differences between the VIEVU solution and the Axon's Axon Evidence solution, there may be functionality gaps that will not allow for all migrated data to be displayed the same way in the user interface after Migration.

6. **Acceptance**. Once the Migration is complete, Axon will notify Agency and provide an acceptance form. Agency is responsible for verifying that the scope of the project has been completed and all necessary data is migrated correctly and retained per Agency policy. Agency will have ninety (90) days to provide Axon acceptance that the Migration was successful, or Axon will deem the Migration accepted.

   6.1. In the event Agency does not accept the Migration, Agency agrees to notify Axon within a reasonable time. Agency also agrees to allow Axon a reasonable time to resolve any issue. In the event Agency does not provide Axon with a written rejection of the Migration during these ninety (90) days, Agency may be charged for additional monthly storage costs. After Agency provides acceptance of the Migration, Axon will delete all data from the VIEVU solution ninety (90) days after the Migration.

7. **Post-Migration**. After Migration, the VIEVU solution may not be supported and updates may not be provided. Axon may end of life the VIEVU solution in the future. If Agency elects to maintain data within the VIEVU solution, Axon will provide Agency ninety (90) days' notice before ending support for the VIEVU solution.

8. **Warranty.** Axon warrants that it will perform the Migration in a good and workmanlike manner.

9. **Monitoring**. Axon may monitor Agency's use of Migration to ensure quality, improve Axon Devices and Services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Agency agrees not to interfere with such monitoring or obscure Agency's use of Migration from Axon.

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Axon Technical Account Manager Appendix

This Appendix applies if Axon Support Engineer services are included on the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("**TAM**") services, as outlined in the Quote, when the TAM commences work on-site at Agency.

2. **Full-Time TAM Scope of Services.**

   2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.

   2.2. Agency's Axon sales representative and Axon's Agency Success team will work with Agency to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Agency's needs and availability of a Full-Time TAM.

   2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency, and Agency is current on all payments for the Full-Time TAM Service.

   2.4. The Full-Time TAM **Service options are listed below:**

Ongoing System Set-up and Configuration Assisting with assigning cameras and registering docks Maintaining **Agency's Axon Evidence account** Connecting Agency to "Early Access" programs for new devices
Account Maintenance Conducting on-site training on new features and **devices for Agency leadership team(s)** Thoroughly documenting issues and workflows and suggesting new workflows to improve **the effectiveness of the Axon program** Conducting weekly meetings to cover current issues and program status
Data Analysis Providing on-demand Axon usage data to identify trends and insights for improving daily workflows Comparing **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Direct Support Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices Proactively monitoring the health of **Axon equipment** Creating and monitoring RMAs **on-site** Providing Axon app support Monitoring and testing new firmware and workflows before they are released to Agency's production environment
Agency Advocacy Coordinating bi-**annual voice of customer meetings with Axon's Device Management team** Recording and tracking Agency feature requests and major bugs

3. **Regional TAM Scope of Services**

   3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Agency must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.

   3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Agency, depending upon the availability of a Regional TAM.

   3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Agency and Agency is current on all payments for the Regional TAM Service.

   3.4. The Regional TAM service options are listed below:

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Account Maintenance Conducting remote training on new features and **devices for Agency's leadership** Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program** Conducting weekly conference calls to cover **current issues and program status** Visiting Agency quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Agency's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices
Direct Support **Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices** Creating and monitoring RMAs remotely
Data Analysis Providing quarterly Axon **usage data to identify trends and program efficiency opportunities** Comparing an **Agency's Axon usage and trends to peers to establish best practices** Proactively monitoring the health of Axon equipment and coordinating returns when needed
Agency Advocacy Coordinating bi-yearly Voice of **Agency meetings with Device Management team** Recording and tracking Agency feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.

5. **TAM Leave Time**. The TAM will be allowed up seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Agency to coordinate any time off and will provide Agency with at least two (2) weeks' notice before utilizing any vacation days.

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Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third Party Video Support License, the following appendix shall apply.

1. **License Grant**. Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Agency a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Agency any right to enhancements or updates, but if such are made available to Agency and obtained by Agency they shall become part of the Software and governed by the terms of this Agreement.

2. **Third-Party Licenses**. Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Agency agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Agency terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.

3. **Restrictions on Use**. Agency may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Agency may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Agency may not rent, lease, sublicense, grant a security interest in or otherwise transfer Agency's rights to or to use the Software. Any rights not granted are reserved to Axon.

4. **Term**. For purchased perpetual Licenses only—excluding Licenses leased for a pre-determined period, evaluation licenses, companion licenses, as well as temporary licenses--the license shall be perpetual unless Agency fails to observe any of its terms, in which case it shall terminate immediately, and without additional prior notice. The terms of Paragraphs 1, 2, 3, 5, 6, 8 and 9 shall survive termination of this Agreement. For licenses leased for a pre-determined period, for evaluation licenses, companion licenses, as well as temporary licenses, the license is granted for a period beginning at the installation date and for the duration of the evaluation period or temporary period as agreed between Axon and Agency.

5. **Title**. Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Agency with title or ownership of the Software, but only a right of limited use.

6. **Copies**. The Software is copyrighted under the laws of the United States and international treaty provisions. Agency may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Agency. If Agency receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Agency to use the copy of media on an additional server.

7. **Actions Required Upon Termination**. Upon termination of the license associated with this Agreement, Agency agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Agency ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Agency's computer or computer system, Agency agrees not to access such media for the purpose of recovering the Software or online Software Documentation.

8. **Export Controls**. None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.

9. **U.S. Government Restricted Rights**. The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and agency supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or

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subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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My90 Terms of Use Appendix

Definitions.

1.1. "**My90**" means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.

1.2. "**Recipient Contact Information**" means contact information, as applicable, including phone number or email address (if available) of the individual whom Agency would like to obtain feedback.

1.3. "**Agency Data**" means

1.3.1. "My90 Agency Content" which means data, including Recipient Contact Information, provided to My90 directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Agency Content does not include My90 Non-Content Data.

1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Agency's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Agency Content.

1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.

1.4. "**My90 Data**" means

1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Agency and survey recipients within My90.

1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.

1.5. "**Personal Data**" means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.

1.6. "**Processing**" means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.

1.7. "**Sensitive Personal Data**" means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.

2. **Access**. Upon Axon granting Agency a subscription to My90, Agency may access and use My90 to store and manage My90 Agency Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.

3. **IP address**. Axon will not store survey respondents' IP address.

4. **Agency Owns My90 Agency Content**. Agency controls or owns all right, title, and interest in My90 Agency Content. Except as outlined herein, Axon obtains no interest in My90 Agency Content, and My90 Agency Content is not Axon's business records. Except as set forth in this Agreement, Agency is responsible for uploading, sharing, managing, and deleting My90 Agency Content. Axon will only have access to My90 Agency Content for the limited purposes set forth herein. Agency agrees to allow Axon access to My90 Agency Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.

5. **Details of the Processing**. The nature and purpose of the Processing under this Appendix are further specified

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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security**. Axon will implement commercially reasonable and appropriate measures to secure Agency Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Agency Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Agency Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Agency, such as ISO 27001 certification or SOC 2 Reporting.

7. **Privacy**. Agency use of My90 is subject to the My90 Privacy Policy, a current version of which is available at https://www.axon.com/legal/my90privacypolicy. Agency agrees to allow Axon access to My90 Non-Content Data from Agency to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.

8. **Location of Storage**. Axon may transfer Agency Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Agency Data. For all Agency, Axon will Process and store Agency Data within the United States. Ownership of My90 Agency Content remains with Agency.

9. **Required Disclosures**. Axon will not disclose Agency Data that Agency shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Agency if any disclosure request is received for Agency Data so Agency may file an objection with the court or administrative body, unless prohibited by law.

10. **Data Sharing**. Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:

    10.1. Axon may share Agency Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.

    10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably be linked directly or indirectly to a particular individual.

11. **License and Intellectual Property**. Agency grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Agency Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Agency Data to any third party under this right that is not aggregated and de-identified. Agency acknowledges that Agency will have no intellectual property right in any media, good or service developed or improved by Axon. Agency acknowledges that Axon may make any lawful use of My90 Data and any derivative of Agency Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Agency will have no intellectual property right in any good, service, media, or other product that uses My90 Data.

12. **Agency Use of Aggregated Survey Response**. Axon will make available to Agency Aggregated Survey Response and rights to use for any Agency purpose.

13. **Data Subject Rights**. Taking into account the nature of the Processing, Axon shall assist Agency by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Agency's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Agency Content. If in regard to My90 Agency Content, Axon receives a Data Subject Request from Agency's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Agency. Agency will be responsible for responding to any such request.

14. **Assistance with Requests Related to My90 Agency Content**. With regard to the processing of My90 Agency Content, Axon shall, if not prohibited by applicable law, notify Agency without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Agency Content; (b) receives a complaint or request from a third party regarding the obligations of Agency or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Agency Content or the Processing or protection of My90 Agency Content. Axon shall not respond to such requests, complaints, or communications, unless Agency has given Axon written instructions to

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that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Agency of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing**. If Axon Evidence partner sharing is used to share My90 Agency Content, Agency will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Agency acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Agency also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.

16. **Data Retention**. Phone numbers provided to Axon directly by Agency or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.

17. **Termination**. Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Agency Content or the potential monetization of Survey Response and Aggregated Survey Response.

18. **Managing Data Shared**. Agency is responsible for:

    18.1. Ensuring My90 Agency Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;

    18.2. Ensuring that only My90 Agency Content that is authorized to be shared for the purposes outlined is shared with Axon. Agency will periodically monitor or audit this shared data;

    18.3. Using an appropriately secure data transfer mechanism to provide My90 Agency Content to Axon;

    18.4. Immediately notifying Axon if My90 Agency Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Agency Content in the event Agency requests to un-share previously shared My90 Agency Content;

19. **Prior to enrollment in My90**. Prior to enrolling in My90, Agency will:

    19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;

    19.2. develop a set of default qualification criteria of what My90 Agency Content may be shared with Axon; and

    19.3. assign responsibilities for managing what My90 Agency Content is shared with Axon and educate users on what data may or not be shared with Axon.

20. **Agency Responsibilities**. Agency is responsible for:

    20.1. ensuring no My90 Agency Content or Agency end user's use of My90 Agency Content or My90 violates this Agreement or applicable laws;

    20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Agency Data in accordance with this Agreement; and

    20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Agency becomes aware of any violation of this Agreement by an end user, Agency will immediately terminate that end user's access to My90. Agency will also maintain the security of end usernames and passwords and security and access by end users to My90 Agency Content. Agency is responsible for ensuring the configuration and utilization of My90 meets applicable Agency regulations and standards. Agency may not sell, transfer, or sublicense access to any other entity or person. Agency shall contact Axon immediately if an unauthorized party may be using Agency's account or My90 Agency Content or if account information is lost or stolen.

21. **Suspension**. Axon may temporarily suspend Agency's or any end user's right to access or use any portion or all of My90 immediately upon notice, if Agency or end user's use of or registration for My90 may (a) pose a security

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risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Agency remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Agency Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.

22. My90 Restrictions. Agency and Agency end users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;

22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;

22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;

22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;

22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or

22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Agency obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:

   1.1. Survey Tool where Agency may create, distribute, and analyze feedback from individuals it designates. Agency may designate members of the community, staff or officers from whom they would like to obtain feedback;

   1.2. Creation of custom forms for surveys. Agency may select questions from a list of pre-drafted questions or create their own;

   1.3. Distribution of survey via multiple distribution channels such as text message;

   1.4. Ability to access and analyze Survey Response. Axon may also provide Agency Aggregated Survey Responses which contain analysis and insights from the Survey Response;

   1.5. Direct integrations into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Agency to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;

   1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Agency use. Agency will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Agency to test before they are publicly available;

   1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Agency; (2) other Axon Agency; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and

   1.8. Provide services and materials to engage Agency stakeholders, market the partnership to the public, and facilitate training.

RFP 101223 - Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories

Vendor Details

Company Name:	Axon Enterprise, Inc.
Does your company conduct business under any other name? If yes, please state:	AZ
Address:	17800 N. 85th Street Scottsdale, Arizona 85255
Contact:	Sales Ops
Email:	contracts@axon.com
Phone:	480-905-2000
Fax:	480-991-0791
HST#:	86-0741227

Submission Details

Created On:	Wednesday August 30, 2023 10:37:47
Submitted On:	Wednesday October 11, 2023 15:09:59
Submitted By:	Sales Ops
Email:	contracts@axon.com
Transaction #:	af6bb863-0ce1-46b3-8191-7a3da35d0e85
Submitter's IP Address:	69.207.124.95

Specifications

Table 1: Proposer Identity & Authorized Representatives

General Instructions (applies to all Tables) Sourcewell prefers a brief but thorough response to each question. Do not merely attach additional documents to your response without also providing a substantive response. Do not leave answers blank; respond “N/A” if the question does not apply to you (preferably with an explanation).

Line Item	Question	Response *	
1	Proposer Legal Name (one legal entity only): (In the event of award, will execute the resulting contract as "Supplier")	Axon Enterprise, Inc.	*
2	Identify all subsidiary entities of the Proposer whose equipment, products, or services are included in the Proposal.	Axon Enterprise, Inc. is not a subsidiary of another firm or company; Axon is the direct or indirect parent company of the following entities: • Axon Enterprise Holding Company, LLC, organized in the United States • Vievu, LLC, organized in the United States • Dextro, Inc., organized in the United States • Familiar Inc., organized in the United States • Mediasolv Solutions Corporation, organized in the United States • Axon Public Safety B.V., organized in the Netherlands • TASER Holland B.V., organized in the Netherlands • Axon Public Safety Canada, organized in Canada • Axon Public Safety U.K. Limited, organized in the United Kingdom • Axon Public Safety Australia Pty Ltd., organized in Australia • Axon Public Safety Germany SE, organized in Germany • Axon Public Safety Southeast Asia LLC, organized in Vietnam • Axon Public Safety Finland Oy, organized in Finland • Axon Public Safety India Private Limited, organized in India • Axon Public Safety Hong Kong Limited, organized in Hong Kong • Axon Enterprise Italia S.r.l., organized in Italy	*
3	Identify all applicable assumed names or DBA names of the Proposer or Proposer's subsidiaries in Line 1 or Line 2 above.	Axon Enterprise, Inc. is also referred to as Axon.	*
4	Provide your CAGE code or Unique Entity Identifier (SAM):	TBW7MGPYURM7	*
5	Proposer Physical Address:	17800 N. 85th St. Scottsdale, AZ 85255-6311	*
6	Proposer website address (or addresses):	http://www.axon.com	*
7	Proposer's Authorized Representative (name, title, address, email address & phone) (The representative must have authority to sign the “Proposer’s Assurance of Compliance” on behalf of the Proposer and, in the event of award, will be expected to execute the resulting contract):	Robert Driscoll 17800 N. 85th St. Scottsdale, AZ 85255-6311 bobby@axon.com 1-408-502-6257	*
8	Proposer's primary contact for this proposal (name, title, address, email address & phone):	Kenneth Maum 17800 N. 85th St. Scottsdale, AZ 85255-6311 kmaum@axon.com 1-315-251-5882	*
9	Proposer's other contacts for this proposal, if any (name, title, address, email address & phone):	Ashley Forbrich 17800 N. 85th St. Scottsdale, AZ 85255-6311 aforbrich@axon.com 1-301-356-5253	

Table 2: Company Information and Financial Strength

Line Item	Question	Response *	

10	Provide a brief history of your company, including your company's core values, business philosophy, and industry longevity related to the requested equipment, products or services.	Since 1993, Axon Enterprise, Inc. has been committed to delivering safe, secure solutions for law enforcement, militaries, and citizens. From our humble beginning as TASER International, Inc. to now, we have worked diligently to develop a network of TASER smart weapons, body cameras, and industry-leading cloud-based evidence management software to help accomplish a singular goal—to protect life. Over this time, we have partnered with more than 7,500 law enforcement agencies to deploy tailored solutions designed to preserve transparency and truth. With 10 offices based in Arizona, Washington, Australia, Canada, Finland, Germany, India, the Netherlands, the United Kingdom, and Vietnam, Axon's team of more than 1,000 employees continue to define smarter policing through the development of industry-leading technology solutions. We are Axon. Axon is a market-driven organization dedicated to solving real problems for law enforcement agencies. We create meaningful value through high-quality products, enhanced technology solutions and extraordinary service. We are proud of the values with which we conduct our business. We instill a culture of morality and good ethical conduct in all our business practices. We have and will continue to uphold the highest levels of business ethics and personal integrity in all types of transactions and interactions, both internally and in dealings with our customers, vendor, suppliers and other business relationships. To this end, our Code of Business Conduct and Ethics Code serves to (a) emphasize the Company's commitment to ethics and compliance with the law; (b) set forth basic standards of ethical and legal behavior; (c) provide reporting mechanisms for known or suspected ethical or legal violations; and (d) help prevent and detect wrongdoing. All employees are required to read and sign our Code of Business Conduct and Ethics policy, which is available on our website https://www.axon.com/legal. Additionally, our employees and business practices are guided by our core values, which are: BE OBSESSED: Walk with the customer as you transform their world. We never want to develop or sell something that you don't want or need. We're obsessed with creating products that solve real problems and add value. If it doesn't benefit you, then we rethink what we're doing. AIM FAR: Think big with a long-term view. We want to reinvent the world to be a safer, better place. We've failed spectacularly a few times, but that's what you get when you aim for the stars. That's our final destination. WIN RIGHT: Win with integrity. We are fiercely competitive and have an unquenchable thirst to win, but we don't think winning and doing the right thing are mutually exclusive. Our challenge is to make them synonymous, and never compromise our integrity. OWN IT: Commit, take action, and deliver. We empower individuals to step up and take initiative. Be an owner and see things through to completion. That's the only way we've been able to succeed as a company, and it's the only way we will continue to grow. JOIN FORCES: Act as one global team. Creating the future is a team sport. When a company scales globally in 40 different markets with multiple technology stacks ranging from wearables and cloud to electronic weapons, you need teamwork. We're one global team committed to an audacious vision. EXPECT CANDOR: Deliver with respect and assume positive intent. Candor gets critical issues elevated, puts truth on the table, and gets us to the right answer faster. How can we be the best version of ourselves ands the best company we can be, if we can't offer and be given critical feedback. *
11	What are your company's expectations in the event of an award?	If awarded a contract again, Axon will continue to actively include Sourcewell in our marketing efforts as an option to our customers. *
12	Demonstrate your financial strength and stability with meaningful data. This could include such items as financial statements, SEC filings, credit and bond ratings, letters of credit, and detailed reference letters. Upload supporting documents (as applicable) in the document upload section of your response.	Axon is a public company and our latest annual report (2022) is attached. Expected annual revenue for 2023 is approximately $1.5B USD. Axon signs long-term contracts and a large portion of our revenue is from subscriptions, providing a very stable financial base. Further information can be obtained at: https://investor.axon.com/. *
13	What is your US market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%. *

14	What is your Canadian market share for the solutions that you are proposing?	Axon works with over 17,000 public safety agencies globally and is a major supplier of public safety equipment. Canada is not separately tracked, but generally mirrors the US. For body-worn cameras, Axon has a market share of approximately 14% in the US. The vehicle cameras represent a 7% market share, and DEMS 4%.	*
15	Has your business ever petitioned for bankruptcy protection? If so, explain in detail.	Axon has never petitioned for bankruptcy protection.	*
16	How is your organization best described: is it a manufacturer, a distributor/dealer/reseller, or a service provider? Answer whichever question (either a) or b) just below) best applies to your organization. a) If your company is best described as a distributor/dealer/reseller (or similar entity), provide your written authorization to act as a distributor/dealer/reseller for the manufacturer of the products proposed in this RFP. If applicable, is your dealer network independent or company owned? b) If your company is best described as a manufacturer or service provider, describe your relationship with your sales and service force and with your dealer network in delivering the products and services proposed in this RFP. Are these individuals your employees, or the employees of a third party?	a) N/A b) Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. They are employees of Axon Enterprise, Inc. Some sales representatives work from our main office in Scottsdale, AZ and others work throughout the United States and globally. Regarding services, Axon Professional Service employees support and install the majority of our products. Axon utilizes ProLogic for some aspects of installation of our Axon Fleet and Axon Interview solutions. Axon handles technical support and repairs for all of its manufactured products	*

17	If applicable, provide a detailed explanation outlining the licenses and certifications that are both required to be held, and actually held, by your organization (including third parties and subcontractors that you use) in pursuit of the business contemplated by this RFP.	AXON EVIDENCE Axon's compliance demonstrates our commitment to providing a trustworthy platform and offers customers a way to understand the controls that have been put in place to secure Axon Evidence and their data. Axon holds the following certifications, in partnership with Microsoft Azure, for Axon Evidence. • CJIS Compliant • ISO/IEC 27001:2013 Certified - Information Security Management Standards • ISO/IEC 27018:2014 Certified - Code of Practice for Protecting Personal Data in the Cloud • CALEA Standard 17.5.4 Compliant • SOC 2+ Report • Cloud Security Alliance - CSA STAR Attestation (Level Two) • Cloud Security Alliance - CSA STAR Self-Assessment (Level One) • FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (PATO) at the Moderate Impact Level (applicable only to the US Federal Region of Axon Evidence). Axon has achieved a FedRAMP Joint Authorization Board (JAB) Provisional Authority to Operate (P-ATO) at the Moderate Impact Level. Axon's Compliance website (https://www.axon.com/trust/compliance) includes additional information on our security certifications as well as copies of certificates and compliance documentation. AXON BODY CAMERAS Batteries used in Axon body-worn cameras meet the following safety standards. • UL1642 • UL2054 • IEC 62133 AXON FLEET • The Axon Fleet solution is wholly FCC certified, the Axon Fleet camera FCC ID is X4GS00947. • Per the component-based standards as set by Electronic Industries Association (EIA), Axon Fleet utilizes industry standard components, which meet all necessary standards for sale and use in the United States. • Axon Fleet's communication interfaces are designed to IEEE 802.15.1 and IEEE 802.11 guidelines and is IEC 60529 and IEC55022 compliant. • Axon Fleet has been tested to and meets ISO 16750-2:2012, ISO 17215-1:2014, and ISO 13766:2006. • The system hardware components of the system are low-voltage devices. Axon Fleet batteries comply with UL 1642 and UL 2054. • Axon Fleet batteries are UL 1642 compliant. QUALITY ACCREDIDATIONS MANUFACTURING • ISO 9001 – Axon is accredited to design, develop, manufacture, distribute, and provide services for public safety solutions including, but not limited to digital video recorders and accessories used in the law enforcement industry. These products and services are manufactured and supported according to ISO standards. • ISO 14001 - Environmental INFORMATION SECURITY • ISO 27001 – Axon is aligned with the scope of the ISO 27001 certification; the Information Security Management System that governs all customer data that resides in the Axon Evidence application.	*
18	Provide all "Suspension or Debarment" information that has applied to your organization during the past ten years.	Axon has not been suspended or disbarred in the past ten years.	*

Table 3: Industry Recognition & Marketplace Success

Line Item	Question	Response *	
19	Describe any relevant industry awards or recognition that your company has received in the past five years	• Axon was recently awarded Comparably's 2022 awards for Best Sales Teams of 2022, Best Places to Work in Phoenix 2022 and Best Company Outlook 2022. The overall culture score, 98/100 or A+, incorporates employee ratings based on their feedback on the Professional Development, CEO Rating, Manager and more. https://www.comparably.com/companies/axon • In 2021, Axon won for Best Company for Women 2021 and Best Company Culture 2021. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. • Axon won 3 awards in 2019 and 4 awards in 2018. In 2019, Axon won for Best Company Compensation 2019, Best Engineering Team 2019 and Best Company Outlook 2019. • In 2018, Axon won for Best Company Culture 2018, Best Company Happiness, Best Company Perks & Benefits and Best Company Compensation. Based on 6,069 ratings and 210 participants, employees at Axon are very satisfied with their work experience. The overall culture score, 87/100 or A+, incorporates employee ratings based on their feedback on the Office Culture, eNPS, Diversity and more.	*
20	What percentage of your sales are to the governmental sector in the past three years	50%	*
21	What percentage of your sales are to the education sector in the past three years	4%	*
22	List any state, provincial, or cooperative purchasing contracts that you hold. What is the annual sales volume for each of these contracts over the past three years?	• Sourcewell Contract #010720 AXN: $775M+ • Texas BuyBoard 603-20 (CEW only): $15M+ • City of Charlotte CCPA Contract 2022000665: $25M+ • League of Oregon Cities (fka NPP) Contract No. PS20270: $110M+ • New York State Police Contract No. PA01857: $595K+ • State of Arizona No. BPM002192/CTR049284-1: $10M+ • State of Delaware PA for LOC Contract No. GSS20808-TASERS: $90K+ • State of Kansas Contract No. 42523: $4M+ • State of Michigan Contract No. 071B4300067: $4M+ • State of Minnesota Contract 199111: $1M+ • State of New Jersey T0106/17-FLEET-00738: $95M+ • State of Oregon CEW Contract No. 8913: $400K+ • State of Pennsylvania Contract No. 4400019257: $18M+ • Washington State DES Contract No. 04220 for CEW: $960K+ Please note that since most Axon sales are for a five-year term, the above dollar amounts represent the approximate overall contract values over a five-year period and are not fully indicative of sales over the last 3 years.	*
23	List any GSA contracts or Standing Offers and Supply Arrangements (SOSA) that you hold. What is the annual sales volume for each of these contracts over the past three years?	Axon does not hold any GSA contracts.	*

Table 4: References/Testimonials

Line Item 24. Supply reference information from three customers who are eligible to be Sourcewell participating entities.

Entity Name *	Contact Name *	Phone Number *	
Burbank Police Department, California	Jason Miller	1-818-238-5096	*
Gilbert Police Department, Arizona	Noah Baker	1-480-635-7326	*
Avondale Police Department, Arizona	Lt. Mathew Hintz	1-623-333-7302	*

Table 5: Top Five Government or Education Customers

Line Item 25. Provide a list of your top five government, education, or non-profit customers (entity name is optional), including entity type, the state or province the entity is located in, scope of the project(s), size of transaction(s), and dollar volumes from the past three years.

Entity Name	Entity Type *	State / Province *	Scope of Work *	Size of Transactions *	Dollar Volume Past Three Years *	
Fort Worth Police Department	Government	Texas - TX	Officer Safety Plan (OSP7+) for 1600+ users, 600 Axon Fleet 3 Advanced, 43 Axon Interview rooms	Approximately $200K - $66M	Approximately $68M+	*
Fort Bend County Sheriff's Office	Government	Texas - TX	483 OSP7+, 152 Unlimited 7+, 424 Axon Fleet 3 Basic + TAP	Approximately $50K – $17M	Approximately $22M+	*
Manatee County Sheriff's Office	Government	Florida - FL	550 OSP7+, 250 TASER 7 Cert, 800 VR Unlimited	Approximately $1M – $3M	Approximately $17M+	*
Travis County Sheriff's Office	Government	Texas - TX	287 Axon Body 3 cameras, 90 Axon Fleet 3 in-car cameras, Axon Evidence, Axon Interview Room	Approximately $100K – $13M	Approximately $15M+	*
Grand Prairie Police Department	Government	Texas - TX	OSP7+ Premium with TASER 7 products, Axon Body 3 cameras, Axon Fleet 3 in-car cameras, Axon Dispatch, Axon Records, and Axon Evidence software for 200+ users	Approximately $19K – $12M	Approximately $14M+	*

Table 6: Ability to Sell and Deliver Service

Describe your company's capability to meet the needs of Sourcewell participating entities across the US and Canada, as applicable. Your response should address in detail at least the following areas: locations of your network of sales and service providers, the number of workers (full-time equivalents) involved in each sector, whether these workers are your direct employees (or employees of a third party), and any overlap between the sales and service functions.

Line Item	Question	Response *	

26	Sales force.	Axon directly employs approximately 250 employees in sales-related positions who are committed to selling and delivering service to Sourcewell entities across the US and Canada. Our sales resources are spread throughout the US and Canada. This ensures that we have qualified Axon employees close to our customers in order to conduct site visits, demonstrations, or to check on customer satisfaction. Axon organizes representatives into sales divisions to provide services to agencies based on multiple factors including agency type, agency size (i.e. sworn officer counts), agency geographic location, whether the agency is an existing Axon customer or building a new relationship with Axon, and Axon product types. Our multiple sales divisions help ensure we have qualified Axon employees close to Sourcewell entities to provide you with conducted energy weapon equipment, products, and services; conduct site visits; provide demonstrations; and check on customer satisfaction as needed. All sales representatives have access to the Sourcewell contract via our Salesforce system. Our hiring process is designed to find the highest caliber employees to help us achieve our mission. We take the hiring process seriously, as Axon Sales Representatives play a pivotal role in knowing business needs and applying technological solutions to solve potential challenges. These representatives must have a “business mindset,” that enables them to understand complex challenges and present solutions that might solve these. Axon’s hiring process intends to identify candidates who can do this effectively. It’s our intention to hire people who also derive great satisfaction in helping others solve challenges through technological adoption, implementation, and advancement. Candidates are first phone screened by highly qualified firms who seek top talent from related industries. They are then screened again by a senior member of the Axon team to vet their personal and professional qualifications. During this time, candidates demonstrate how they have successfully learned about past businesses and helped solve their challenges through complex technological solutions. It is expected that candidates can demonstrate success in doing so throughout multiple years of their professional career. The most successful candidates are then invited to Axon headquarters or, as our workforce expands geographically, are invited to participate in multiple on-line interviews. During this process, they meet approximately five senior members of the Axon team to more deeply validate who they are personally and professionally – personal characteristics, business skill, cultural fit within public safety, organizational fit within Axon. The internal team then debriefs about the candidate’s potential fit as a representative of the company, on law enforcement’s behalf. If the internal team finds the candidate appropriate in this position, the candidate moves on to preparing and providing a plan for how they are going to work with a number of accounts. This includes an understanding of how they’re going to research, engage, understand, and work with each potential agency. They present this to the hiring manager (a Director or Vice President at Axon). If appropriate, candidates move on to the final stage of the review and hiring process. During this final stage, candidates speak directly with the Vice President of the Axon Sales Team or with the Executive Vice President of Global Sales for the organization. During this time, the candidate, once again, reviews their personal and professional qualifications as well as their approach to working within the organization and with public safety agencies. At this time, a decision to extend an offer of employment is made. The multiple steps and many stakeholders in the hiring process are to ensure proper rigor in vetting those who work with the many agencies we have or would like to partner with through a business engagement. The Axon organization is a proud technological partner of many in public safety and looks forward to hiring many more qualified individuals to appropriately work with, understand, and solve challenges within, for, and alongside countless agencies for years to come.	*
27	Dealer network or other distribution methods.	Axon does not sell the video solutions that are the subject of this RFP in the US or Canada through distributors.	*

28	Service force.	Axon employes approximately 145 in customer support positions who are committed to providing Sourcewell entities with post-sales and post-deployment support. Axon has a full customer and technical support division available 24 hours a day, seven days a week. The Technical Support team is based in Scottsdale, Arizona with additional employees in our Melbourne, Australia and Daventry, UK offices. REPAIR (RMA) DEPARTMENT The Return Material Authorization (RMA) department is located at Axon Headquarters in Scottsdale, Arizona. The RMA department prioritizes returned products for analysis and/or repair on a first-in-first-out (FIFO) basis, based on the severity of the complaint (or unless otherwise requested by the agency). The general turn-around-time for a full resolution is less than 30 calendar days from receipt of the returned product. Axon provides agencies with the ability to manage RMA requests within Axon Evidence. Authorized users will be able to create, update, save, submit, and track device returns for their agency in one place. Axon Evidence Device Return Service is integrated with FedEx and return shipping labels are provided at no extra charge. RMAs may also be generated at https://returns.axon.com, although return shipping labels are not available via this method. Upon receipt of the item(s), the RMA department will conduct a failure analysis investigation to determine the root cause of the issue and repair the item if possible. It is at Axon's sole discretion to repair or replace a device as identified in the original manufacturer warranty and/or the extended warranty policy. CUSTOMER SUCCESS MANAGERS (CSM) Throughout the length of their contract, some customers will have a dedicated, in country Customer Success Manger (CSM). This is determined on the size and location of the customer; Currently the CSM team is operating within the United States only. The team is being expanded, but we do not have an estimated time of implementation in Canada. The CSM will have comprehensive knowledge of a customers' solution and its components, including any applicable custom integrations. The CSM will be available to offer support and escalate any issues or concerns as needed.	*
29	Describe the ordering process. If orders will be handled by distributors, dealers or others, explain the respective roles of the Proposer and others.	Axon will process orders from Sourcewell members directly, as our distributor network in the United States and Canada does not sell our video products. The ordering is simple and primarily follows a process where the customer will contact an Axon sales resource. The sales resource will use pre-defined Sourcewell skus in Salesforce to request a quote from our internal quoting department. The department will create a quote using the pre-approved pricing and release the quote to the sales resource. The sales resource will either provide the quote directly, or will work with the Axon Proposal Team to deliver the offer. The entire process is tracked within Salesforce. Quarterly, our internal Sourcewell resource runs reports from Salesforce and uses this data to prepare and submit quarterly reports to Sourcewell.	*

30	Describe in detail the process and procedure of your customer service program, if applicable. Include your response-time capabilities and commitments, as well as any incentives that help your providers meet your stated service goals or promises.	Customers can initiate live phone support 24 hours a day, seven days a week by calling the support center at +1-800-978-2737 (extension 2), or via email at Support@axon.com. Online, email-based support and remote-location troubleshooting are included on an ongoing basis as part of your investment in the Axon ecosystem. Calls are first routed to the Tier 1 technical support team. Through troubleshooting, they can resolve most calls. If at any point an issue needs to be escalated to a higher technical tier, the call may be immediately transferred to a Tier 2 support specialist, or a phone number may be taken for a callback, depending on call volume and issue complexity. The following describes our levels of support available by tiers (based on the nature and criticality of the issue): TIER 1 TECHNICAL SUPPORT - GENERAL HOW-TO QUESTIONS • Frequently asked questions (FAQs) • Product navigation • Feature clarification • Standard queries • Assistance with known solutions TIER 2 TECHNICAL SUPPORT • Advanced Product trouble shooting • Advanced Axon Evidence Configuration • Any Escalated issues from Tier 1 support TIER 3 ENGINEERING SUPPORT • Critical problem or recurring problems rendering the product inoperable or requiring workarounds, bug fixes, testing and/or simulation The targeted response time for critical problems is one business day. The targeted resolution time (depending on severity and potential workarounds) is between less than 24 hours to less than two weeks. Monthly, the Customer Service and Support team manager evaluates three calls for each team member. This audit checks adherence to policies, troubleshooting ability and customer satisfaction. Team members are evaluated on the scores they receive each month. Additionally, each team member is evaluated on their customer feedback score and the number of cases that remained unresolved after 24 hours. This assesses customer satisfaction and ensures that cases are handled in a timely manner.	*
31	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in the United States.	Axon is willing to provide all included products and services to Sourcewell participating entities in the United States.	*
32	Describe your ability and willingness to provide your products and services to Sourcewell participating entities in Canada.	Axon is willing to provide all included products and services to Sourcewell participating entities in Canada.	*
33	Identify any geographic areas of the United States or Canada that you will NOT be fully serving through the proposed contract.	There are no restricted areas in the United States or Canada for the proposed contract.	*
34	Identify any Sourcewell participating entity sectors (i.e., government, education, not-for-profit) that you will NOT be fully serving through the proposed contract. Explain in detail. For example, does your company have only a regional presence, or do other cooperative purchasing contracts limit your ability to promote another contract?	Axon will serve any participating sectors for the proposed contract.	*
35	Define any specific contract requirements or restrictions that would apply to our participating entities in Hawaii and Alaska and in US Territories.	Axon does not have any specific contract requirements related to Hawaii or Alaska for this contract.	*

Table 7: Marketing Plan

Line Item	Question	Response *	
36	Describe your marketing strategy for promoting this contract opportunity. Upload representative samples of your marketing materials (if applicable) in the document upload section of your response.	As a current Sourcewell contract holder, Axon already has programs in place to educate staff and perspective customers on the appropriate use of the contract mechanism. Our sales team is our primary link to customers and our best path for marketing cooperative contract benefits to our customers. Our sales teams favor cooperative contracts because they simplify the sales process. We focus education internally on our sales and contract teams. All sales staff are trained on the availability and use of cooperative contracts. This is done through sales training and webinars, and the contracting process is built into our tools, such as Salesforce . We are also expanding our internal resource guides specifically with information on cooperative contracts. This tool provides sales teams with information on all our cooperative contracts, including availability dates, authorized users, price lists and relevant terms and conditions. The tool also includes the public links and information that can be provided to customers to improve their awareness and tie them directly to cooperative resources, such as Sourcewell. Our Salesforce tracking system for order processing includes internal links to the available cooperative contracts which customers may use for purchasing Axon products. By ensuring our sales force has access to this information, our representatives are able to quickly provide details for agencies to engage in pricing discussions and justify purchasing via a cooperative. We have also run public webinars to educate potential customers on different buying options. Cooperative Contracts Webinar (axon.com). We actively recruit staff, including legal staff, with knowledge of cooperative contracts. This is another way of expanding the visibility both internally and externally https://www.axon.com/job/5738892003.	*
37	Describe your use of technology and digital data (e.g., social media, metadata usage) to enhance marketing effectiveness.	Axon uses a variety of technologies to enhance our marketing effectiveness. This includes visibility on various platforms such as LinkedIn, where we leverage both text and custom videos to inform customers of new products and to demonstrate thought leadership. In addition, we maintain a detailed website where both current and prospective customers can access detailed information, including product sheets, training materials, event schedules, and detailed user documentation. Our Salesforce database provides detailed information on customer buying habits, prospective opportunities, and actions taken. It is integrated with our purchasing processes to ensure a smooth connection between sales and ordering processes. Axon provides on-line and in-person demonstrations of our products, attends trade shows, and has a travelling road show where people can get detailed information and hands-on access to our products. Some of these more traditional technologies are still the most effective ways to reach customers.	*
38	In your view, what is Sourcewell's role in promoting contracts arising out of this RFP? How will you integrate a Sourcewell-awarded contract into your sales process?	Sourcewell can help promote membership to law enforcement agencies who may not realize they are members. Axon has seen in past interactions that many agencies do not know they are already members of a cooperative. Because we already have a Sourcewell contract, the foundation for integration is already in place. Upon award of a new contract, we will announce it to our sales teams, and update SFDC to ensure that any new pricing or terms are available to the sales teams. We will also update any training as needed to reflect the new contract.	*
39	Are your products or services available through an e-procurement ordering process? If so, describe your e-procurement system and how governmental and educational customers have used it.	Yes, Axon provides an ecommerce site that requires an authorized login and purchase eligibility to access. The ecommerce site acts as another 'ingestion point' for orders. The platform is intended to make ordering faster, easier, and more efficient. The site customizes product visibility and includes contracted pricing for each agency. We allow authorized customers to pay by credit card. With prior authorization by both an agency and Axon, we will also allow Purchase Orders/Invoices. After the order is placed, it is processed as any other order would. The e-procurement site is generally used for small add on products. Most government and education customers work directly with sales representatives for more complex projects.	*

Table 8: Value-Added Attributes

Line Item	Question	Response *
40	Describe any product, equipment, maintenance, or operator training programs that you offer to Sourcewell participating entities. Include details, such as whether training is standard or optional, who provides training, and any costs that apply.	Training is a standard part of all Axon programs and is included in the base cost of the program. Training Overview Axon's training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a "train the trainer" capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these sessions. One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions. Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users. The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class. Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately. While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of different customers. Additional Training Resources and Continued Learning

		Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software. Within Axon Academy, there are three different ways to learn: ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras). Training content is developed and maintained by Axon subject matter experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.	
41	Describe any technological advances that your proposed products or services offer.	Axon Body 4's integration with the Axon Ecosystem enables dispatch and command staff to gain real-time situational awareness of events in the field through Axon Respond. Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications. This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified. A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support. A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond. These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment. Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps. ALPR INTEGRATED ALPR OVERVIEW Axon Fleet 3 revolutionizes daily patrol by fully integrating ALPR and evidence cameras into a single unit. This addition enables communities to make the most of ALPR coverage and helps identify more offenders, missing persons, and stolen vehicles when patrolling your communities. Though most U.S. law enforcement agencies already use ALPR technology today, the cost to deploy and outfit an entire fleet of patrol vehicles can be very expensive. Fortunately, Axon Fleet 3's level of integration changes the economics of ALPR. There is no additional installation required to enable ALPR meaning no additional equipment, drilling of holes, external mounting of hardware/cables, or complicated camera aiming/calibration processes. HOTLISTS The ALPR process starts by setting up hotlists within Axon Evidence. These hotlists are made up of known license plates and vehicles of interest that are either stolen, wanted for, or potentially associated with unlawful activity or missing persons. They often fall into the following categories: A list of license plates or vehicles known to be stolen A list of license plates or vehicles known to be associated with known or potential criminal activity such as gang involvement, watch lists, known associates of criminal activity, etc. A list of license plates or vehicles with administrative issues such as unpaid vehicle	*

registration, unpaid traffic fines, etc.
Hotlists are then sent to the Axon Fleet 3 vehicles via incremental updates when changes are made. Typically, if a plate is added to a hotlist, the hotlist is updated in all Axon Fleet 3 vehicles within minutes if they are on and connected.

ALPR DETECTION
Axon Fleet 3's ALPR technology will activate once the in-car system is booted up. As long as the Axon Fleet 3 in-car system is powered on, the ALPR technology will continue to operate even if the Axon Fleet Dashboard application is not running or the MDC is powered off.
The Dual-View Camera leverages built-in 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet (15.2 meters) in distance, at a closing speed of ~140 MPH (~225 km/h).
Plate reads and hits are encrypted and stored on the Axon Hub and securely uploaded to our CJIS-certified cloud storage.

ALPR ALERTS
Axon's ALPR is accessible from the Axon Fleet Dashboard application that runs on the MDC. Users can easily navigate between ALPR and in-car video workflows.
Once the camera makes a plate read, plates are compared to agency hotlists and, if there is a match, an alert is generated and presented on the MDC via the Axon Fleet user interface for officer disposition.
Our ALPR technology will alert the in-car system less than one second after a plate is read. If multiple plate reads or hits happen at the same time, all plate reads and hits will be saved, but the highest severity read or hit will be prioritized for an alert.
Once an alert is detected and confirmed as correct, the Axon ALPR system will copy the plate number to the Windows clipboard so that it can be easily pasted into and validated by a CAD application. This seamless integration between systems helps improve workflows and efficiencies through an intelligent ALPR system.

RESPONDING TO ALPR ALERTS
Using the Dashboard application on the MDC, users can quickly review and act on notifications populated when a plate number appears on an agency's hotlist. If a plate number activates a notification, users can review the hotlist source, offense category, additional vehicle details, and verify the accuracy of the plate read.
Officers can record an action taken on a particular hit, whether that be a warning given to the driver, a citation being issued, or an arrest being made.

FLOCK ALPR INTEGRATION
Axon has a proven integration with the FLOCK ALPR system. Users of the FLOCK Safety system will have an integration that allows the Look Up interface to search information in Axon Evidence.

42	Describe any “green” initiatives that relate to your company or to your products or services, and include a list of the certifying agency for each.	We take every action to minimize negative impacts to the environment. Axon recognizes and is fully compliant with all local, state, federal and foreign government requirements including U.S. EPA and O.S.H.A. standards. Axon is certified to ISO 14001. Axon is committed to excellence and leadership in protection of the environment. We strive to minimize adverse impact on the air, water, and land through excellence in pollution prevention and waste abatement. By preventing pollution at the source, we save resources, increase operational efficiencies, and maintain a safe and healthy work environment for our employees, visitors, contractors, and neighbors. Axon manages an on-premise waste minimization program. The objective is to reduce the quantity of non-hazardous solid waste produced, recycle materials, and reuse materials when possible. Other green initiatives in the building include in-house recycling and the use of variable frequency drives on our main exhaust systems and cooling towers, which allow for more efficient methods of using energy. Our Scottsdale office has on-premise xeriscape, which conserves water by eliminating the need for supplemental water from irrigation. Our Scottsdale headquarters and surrounding buildings use 60% and 95% LED lighting, respectively, which produces less heat and uses less energy. We supplement this with having large windows around the offices, which brings in ample natural light and saves electricity. 5 to 10 percent of the plastics we use in manufacturing our products are made of recycled materials. In addition, we substitute non-hazardous or less toxic material in our manufacturing processes when feasible. Examples are: • Substituting an alcohol-based glue accelerator for an aliphatic petroleum-based product • Replacing the gluing system with a less hazardous two-component epoxy In conjunction with the following practices, Axon has invested in re-usable material handling systems, much of which is also recyclable. • Use of corrugated materials exceeding 35% post-consumer recycled content • Use of other packaging materials that contain recycled content and are recyclable in most local programs • Both the printed and corrugated boxes used to ship our products to customers (and the protective foam used in shipping) are recyclable • We promote waste prevention and source reduction by reducing the extent of the packaging and/or offering • To minimize packaging waste on larger orders, ‘bulk packaging’ was developed • We also employ packaging take-back services and shipping carton return • We reduce and/or eliminate the use of materials which have been bleached with chlorine or chlorine derivatives Axon engages in the following practices that serve to reduce or minimize effects on the environment, including, but not necessarily limited to the following. • Corrugated boxes are broken down and processed for recycling • Offices and dining areas contain recycling bins in addition to trash bins to minimize waste and encourage employee participation in green initiatives • Axon Employee Transportation programs are in place using company supplied vans that reduce congestion on the roadways and carbon monoxide emissions into the environment. • We are compliant with laws pertaining to	*
43	Identify any third-party issued eco-labels, ratings or certifications that your company has received for the equipment or products included in your Proposal related to energy efficiency or conservation, life-cycle design (cradle-to-cradle), or other green/sustainability factors.	Axon is certified to ISO 14001. Axon also utilizes a green IaaS provider, Microsoft Azure; this partnership extends our focus and investment on a sustainable future and that will have positive global impact. The datacenters are 100 percent carbon neutral and rely on a larger percentage of wind, solar and hydropower electricity over time. Today roughly 44% of the electricity used by datacenters comes from these sources. The goal is to pass the 50 percent milestone, move to the top 60 percent early in the next decade, and then to keep improving from there.	*
44	Describe any Women or Minority Business Entity (WMBE), Small Business Entity (SBE), or veteran owned business certifications that your company or hub partners have obtained. Upload documentation of certification (as applicable) in the document upload section of your response.	Axon does not hold any WMBE, SBE, or veteran-owned business certifications.	*

45	What unique attributes does your company, your products, or your services offer to Sourcewell participating entities? What makes your proposed solutions unique in your industry as it applies to Sourcewell participating entities?	Axon has long made the priorities of law enforcement our own, and their challenges ours to solve. When Members partner with Axon, they're partnering with a team of product experts, security professionals, engineers, technology specialists, and former law enforcement personnel. We are dedicated to pushing the boundaries of technology and are committed to delivering on those efforts, to offer law enforcement the solutions needed to help make the world a safer place. By becoming a part of our Axon Ecosystem made up of connected devices and apps, Members can better position themselves to keep their officers and community safe. Axon provides hardware and software solutions to law enforcement agencies throughout the globe and is proud to work with the following clients to implement the technology used to help increase workflow efficiencies, reduce incidents, and protect the truth. Some of our largest customers include: • London Metropolitan Police Service, London UK • Los Angeles, CA Police Department • Calgary Police Service, AB • Charlotte-Mecklenburg, NC Police Department • Fort Worth, TX Police Department • Dallas, TX Police Department • San Diego, CA Police Department • Baltimore City, MD Police Department • Baltimore County, MD Police Department • Memphis, TN Police Department • Washington, DC Metropolitan Police Department • Denver, CO Police Department • Cincinnati, OH Police Department • Atlanta, GA Police Department Because our solutions are deployed by thousands of law enforcement agencies across the globe, we are experienced in the development of technology at scale and put a great deal of emphasis on improving our end-user's ease of use. By demonstrating a large investment in research and development—with expenses reaching $76.9 million, $55.4 million, and $30.6 million in 2018, 2017, and 2016, respectively—we are committed to identifying improvements and developing new and innovative solutions. As a member of some of the most prestigious associations across the country, Axon is dedicated to staying involved—and through our participation—we hope to continue building on our understanding of the issues Members face while staying apprised of the conversations affecting the communities they serve. Axon is proud to be a part of the following associations. • The International Association of Chief of Police (IACP) • The Major City Sheriff's Association (MCSA) • The National Organization of Black Law Enforcement Executives (NOBLE) • The FBI National Academy Associates (FBINAA) Once a solution is delivered, most agencies are left asking, what's next? Axon has you covered. Our dedicated customer success and support managers are committed to providing Members with post-sales and post-deployment support. Whether that be troubleshooting assistance, technical support, or help with understanding a new feature, our Customer Success team is here to be your main point of contact and advocate. Through regular communication, our knowledgeable staff can offer Members the support you should expect from a service provider. This support includes: • Notifying customers of Important firmware and hardware updates, identifying bugs, and addressing general issues • Fulfilling hardware refreshes and deployment of new equipment • Conducting Quarterly Business Reviews with customers • Identifying important customer feature requests Our goal is to provide Members with the necessary assistance to help make the most of the solutions you count on every day.	*

Table 9: Warranty

Describe in detail your manufacturer warranty program, including conditions and requirements to qualify, claims procedure, and overall structure. You may upload representative samples of your warranty materials (if applicable) in the document upload section of your response in addition to responding to the questions below.

Line Item	Question	Response *	
46	Do your warranties cover all products, parts, and labor?	Axon warrants that its law enforcement hardware products which are manufactured by Axon are free from defects in workmanship and materials for a period of one (1) year from the date of receipt. Axon-manufactured accessories are covered under a limited ninety-day warranty from the date of receipt. Non-Axon manufactured accessories are covered under the manufacturer's warranty. There are extended warranties available as defined in the Axon Master Services and Purchasing Agreement (MSPA). NON-AXON MANUFACTURED PRODUCTS For some solutions we are authorized resellers of hardware (Cradlepoint routers for Axon Fleet, Axis cameras for Axon Interview, etc.). Products that we are authorized to resell abide by the manufacturer's warranty. Further details can be provided upon request.	*
47	Do your warranties impose usage restrictions or other limitations that adversely affect coverage?	Restrictions are outlined in our warranty, which has been included in the uploaded attachments .	*
48	Do your warranties cover the expense of technicians' travel time and mileage to perform warranty repairs?	No, our warranties do not cover the expense of technicians' travel time or mileage to perform warranty repairs.	*
49	Are there any geographic regions of the United States or Canada (as applicable) for which you cannot provide a certified technician to perform warranty repairs? How will Sourcewell participating entities in these regions be provided service for warranty repair?	Axon will be available 24 hours/7 days per week by phone for emergency technical support for any system outage, and if mutually agreed upon by both parties, we can provide onsite support for local issues. If a site visit is deemed necessary due to an issue (i.e. access point failures or accidental cut wires) and not an Axon or Axon Evidence issue there may be a charge assessed to the agency.	*
50	Will you cover warranty service for items made by other manufacturers that are part of your proposal, or are these warranties issues typically passed on to the original equipment manufacturer?	Axon will troubleshoot third party devices to the best of our ability. If we are unable to resolve the issue and the devices require warranty service, this will be performed by the manufacturer. Axon solutions require minimal third-party hardware, limited primarily to commercial-off-the-shelf (COTS) computing devices such as routers, servers, and hard drives. Additionally, some solutions such as Axon Interview rely on third party cameras and tablets which are also COTS.	*
51	What are your proposed exchange and return programs and policies?	Axon does not allow exchanges or returns except on failed items. Please see our MSPA for full details.	*
52	Describe any service contract options for the items included in your proposal.	Please refer to the included MSPA.	*

Table 10: Payment Terms and Financing Options

Line Item	Question	Response *	
53	Describe your payment terms and accepted payment methods.	Payment terms are Net 30.	*
54	Describe any leasing or financing options available for use by educational or governmental entities.	Axon does not providing leasing or financing options. We do have a provision in our MSPA that allows for cancellation by an agency if sufficient funds are not approved.	*
55	Describe any standard transaction documents that you propose to use in connection with an awarded contract (order forms, terms and conditions, service level agreements, etc.). Upload a sample of each (as applicable) in the document upload section of your response.	Axon's Master Services and Purchasing Agreement (MSPA) is a standard transaction document that includes the terms and conditions we propose to use in connection with an awarded contract. A sample MSPA has been uploaded with our response."	*
56	Do you accept the P-card procurement and payment process? If so, is there any additional cost to Sourcewell participating entities for using this process?	Axon can process via P-card if necessary but prefers ACH payments whenever possible.	*

Table 11: Pricing and Delivery

Provide detailed pricing information in the questions that follow below. Keep in mind that reasonable price and product adjustments can be made during the term of an awarded Contract as described in the RFP, the template Contract, and the Sourcewell Price and Product Change Request Form.

Line Item	Question	Response *	
57	Describe your pricing model (e.g., line-item discounts or product-category discounts). Provide detailed pricing data (including standard or list pricing and the Sourcewell discounted price) on all of the items that you want Sourcewell to consider as part of your RFP response. If applicable, provide a SKU for each item in your proposal. Upload your pricing materials (if applicable) in the document upload section of your response.	Axon is proposing a Schedule Discount for Sourcewell Members, including quantity discounts. See question #58 for additional detail.	*
58	Quantify the pricing discount represented by the pricing proposal in this response. For example, if the pricing in your response represents a percentage discount from MSRP or list, state the percentage or percentage range.	Axon is proposing the following discount schedule based on order quantity. This discount schedule applies to Axon manufactured items. This does not apply to items which Axon resells as part of its offerings. Please see the uploaded price sheet, included in the document section. Quantity: 1 • Customer Discount % off MSRP: 0.00% Quantity: 2-99 • Customer Discount % off MSRP: 1.00% Quantity: 100-249 • Customer Discount % off MSRP: 3.00% Quantity: 250-499 • Customer Discount % off MSRP: 5.00% Quantity: 500-999 • Customer Discount % off MSRP: 7.00% Quantity 1000+ • Customer Discount % off MSRP: 10.00%	*
59	Describe any quantity or volume discounts or rebate programs that you offer.	See question 58.	*
60	Propose a method of facilitating “sourced” products or related services, which may be referred to as “open market” items or “nonstandard options”. For example, you may supply such items “at cost” or “at cost plus a percentage,” or you may supply a quote for each such request.	Axon generally sells at the sourced party’s MSRP. Discounts may be applied on a case-by-case basis.	*
61	Identify any element of the total cost of acquisition that is NOT included in the pricing submitted with your response. This includes all additional charges associated with a purchase that are not directly identified as freight or shipping charges. For example, list costs for items like pre-delivery inspection, installation, set up, mandatory training, or initial inspection. Identify any parties that impose such costs and their relationship to the Proposer.	All standard costs, such as those for professional services like installation and training, are included in standard pricing.	*
62	If freight, delivery, or shipping is an additional cost to the Sourcewell participating entity, describe in detail the complete freight, shipping, and delivery program.	Freight, shipping and delivery are included in our costs.	*
63	Specifically describe freight, shipping, and delivery terms or programs available for Alaska, Hawaii, Canada, or any offshore delivery.	Freight, shipping and delivery are included in our costs.	*
64	Describe any unique distribution and/or delivery methods or options offered in your proposal.	Axon offers expedited shipping upon request.	*

Table 12: Pricing Offered

Line Item	The Pricing Offered in this Proposal is: *	Comments
65	b. the same as the Proposer typically offers to GPOs, cooperative procurement organizations, or state purchasing departments.	A detailed price list is attached.

Table 13: Audit and Administrative Fee

Line Item	Question	Response *	
66	Specifically describe any self-audit process or program that you plan to employ to verify compliance with your proposed Contract with Sourcewell. This process includes ensuring that Sourcewell participating entities obtain the proper pricing, that the Vendor reports all sales under the Contract each quarter, and that the Vendor remits the proper administrative fee to Sourcewell. Provide sufficient detail to support your ability to report quarterly sales to Sourcewell as described in the Contract template.	Axon utilizes Salesforce as our CRM tool and Microsoft Dynamics AX as our enterprise resource-planning tool. Salesforce has the Sourcewell contract skus built in. A salesperson requesting a quote for a Sourcewell contract must use these skus, and our formal quoting team creates the quote, adding a further layer of review to ensure that the quote is produced correctly. Quarterly, our Sales Operations team runs standard reports to review all prospects that closed during the prior quarter using a cooperative contract. This information is confirmed within our resource planning tool to ensure that any prospects that have closed, but not yet shipped are accounted for. The collected information is used to calculate the administrative fees owed to Sourcewell.	*
67	If you are awarded a contract, provide a few examples of internal metrics that will be tracked to measure whether you are having success with the contract.	Axon will track the following internal metrics to measure success with the contract: • The number of agencies who utilize the cooperative • The dollar amount of sales associated with the cooperative • The Length of time it takes to update the contract after new products/services are announced by Axon.	*
68	Identify a proposed administrative fee that you will pay to Sourcewell for facilitating, managing, and promoting the Sourcewell Contract in the event that you are awarded a Contract. This fee is typically calculated as a percentage of Vendor's sales under the Contract or as a per-unit fee; it is not a line-item addition to the Member's cost of goods. (See the RFP and template Contract for additional details.)	Axon proposes 1.05% on all equipment, products and services to all participating entities.	*

Table 14A: Depth and Breadth of Offered Equipment Products and Services

Line Item	Question	Response *	
69	Provide a detailed description of the equipment, products, and services that you are offering in your proposal.	A summary description of the offered products is included as a response to this question. Detailed solution descriptions for each product have been included as attachments. Capturing Evidence Axon Body 4 The Axon Body 4 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1440p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four-built in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency. The Axon Body 4 camera is compatible with an easily integrated point-of-view camera called the Axon Flex POV module. Without having to register, assign, or charge the accessory before use, an officer can simply plug the Axon Flex POV module into the Axon Body 4 and begin capturing the same quality evidence from a different vantage point. With this accessory, agencies no longer have to decide between deploying a body-worn camera or a point-of-view camera; they can have both. Camera Features and benefits A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments. A LONG-LASTING BATTERY that is capable of providing approximately 14 hours of battery life under normal usage. A LARGE INTERNAL STORAGE CAPACITY of 128 GB to house captured video files A MAGNETIC FAST CHARGE DISCONNECT CABLE that allows officers to rapidly charge their cameras from the patrol vehicle and falls off when they need to	

leave the vehicle at a moment's notice.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application. This includes future support for bi-directional communication in the field.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such as a firearm being removed from a holster equipped with Axon Signal Sidearm.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Axon Body 3
The Axon Body 3 camera is designed to capture clear, admissible video and audio evidence when an officer is in the field. The camera has four configurable resolutions from 480p to 1080p and leverages low-light and clear frame technology to capture high-quality video evidence in a variety of environments. Four built-in microphones, strategically placed inside the camera, leverage audio algorithms and onboard audio processing to capture high-quality audio recordings. When combined, these elements help officers capture truth in the moment and maintain transparency in the field.
AB3 Features and benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in the harshest environments.
AN INTEGRATED AND EASY-TO-USE MOUNTING SYSTEM that allows officers to quickly mount their cameras to various locations on the body and across different uniform types and equipment, such as helmets and belts.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY via Axon Respond, which allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a secure livestream feed over an LTE connection to Axon Evidence or a mobile application.
INTEGRATED AXON SIGNAL TECHNOLOGY that activates cameras if an action is taken, such TASER being armed.
A LONG-LASTING BATTERY that is capable of providing 12 hours of battery life under normal usage.
A MOBILE CHARGING OPTION that allows officers to charge the camera from their patrol vehicle via a USB-C cable.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
AN IN-FIELD EVIDENCE OFFLOAD OPTION that allows officers to send individual pieces of evidence directly from the camera to Axon Evidence.

Fleet 3 with ALPR
Axon Fleet 3 is an in-car video system purpose-built to capture audio and video within and outside of the vehicle. Axon Fleet 3 offers comprehensive evidence capture so that incidents are accurately documented. Evidence captured by the system is stored on the Axon Hub and offloaded to Axon Evidence via LTE or Wi-Fi connections.

The system features Automatic License Plate Recognition (ALPR) technology that is integrated into the same camera housing to quickly gather information tied to plate reads. The hardware for ALPR is included, and THE CITY can request activation of the ALPR service in the future if desired.
Features and Benefits
A DURABLE DESIGN that has been tested to meet/pass the Ingress Protection Rating, MIL-STD Defense, and Impact Certified standards, and can withstand impacts and operate in a range of temperatures.
CONTINUOUS SYSTEM POWER FROM THE PATROL VEHICLE'S ENGINE that keeps the system running while the ignition is switched on.
BACK UP BATTERY POWER for up to 30 minutes once the ignition is switched off.
A BUILT-IN ALPR CAMERA with 4K sensors to help legibly capture license plates up to 3 lanes away and ~50 feet in distance, at a closing speed of ~140 MPH.
A CONFIGURABLE PRE-EVENT BUFFER that can capture up to two minutes of video before the camera is actively recording.
EMBEDDED REAL-TIME AWARENESS TECHNOLOGY that allows the camera to send notifications and alerts, GPS and Wi-Fi location information, and a livestream feed over an LTE connection to Axon Evidence or a mobile application.
EMBEDDED AXON SIGNAL TECHNOLOGY tied to configurable triggers that

activate cameras if a particular action is taken—like a door being opened or a weapon rack being unlocked, as well as connectivity with the Axon BWCs.
VIDEO RECALL FEATURE that allows for recovery of 24 hours of video footage if a device was not recording at the time of an incident.

Axon Signal Sidearm
Axon Signal Sidearm is a smart sensor that attaches to a firearm holster to remotely activate Axon body-worn and in-car cameras. When a firearm is removed from the holster, the Axon Signal Sidearm device transmits a signal for up to 30 seconds to activate Axon cameras up to 100 feet away. The device can be configured to activate recordings of Axon body-worn cameras or Axon Fleet in-car cameras, leading to better coverage of critical events.

Axon Respond+
Axon Respond enables remote personnel to quickly gain insight into a call-for-service or an officer's whereabouts. By simply signing into Axon Evidence or the Axon Respond mobile application, users can use the Axon Respond Map to view the real time location of officers wearing the Axon Body 4 or vehicles equipped with the Fleet in-car cameras, as well as receive live alerts and notifications.
This solution is provided anytime LTE connectivity is available. If an agency elects to upgrade to Axon Respond+, video can also be live streamed from the LTE enabled cameras. When livestreaming begins, the officer will be notified via audible and haptic (vibration) feedback and visually by an icon on the display. If stealth is enabled, the officer will not be notified.
Video and audio are livestreamed via WebRTC (Web Real-Time Communication) protocol, with media secured using SRTP (Secure Real-Time Transport Protocol), and encryption keys agreed upon using DTLS (Datagram Transport Layer Security). All are industry standards. Today, livestreaming uses AVC (h.264) for video encoding and G.711 μ-law for audio. Axon Body 4 bi-directional voice communications are encoded with Opus. Livestreams consume 800kbps-1Mbps.
A new "Watch Me" button on Axon Body 4 devices empowers officers to signal for an additional set of eyes to watch their back when responding to calls. When an officer presses this button, Axon Respond users receive a notification within moments so they can immediately support the officer. This enables supervisors and dispatchers to prioritize which officers can most benefit from additional support.
A new Voice Communication functionality is also available on Axon Body 4 devices. After starting a livestream on Axon Respond, Respond users then have the ability to start a conversation with the device wearer by pressing the "Start Call" button. The Respond viewer can then communicate with the officer by our "push-to-talk" feature. The device wearer can hands-free talk back to the Respond viewer. This feature supplies officers and supervisors with a communication method through Axon Respond.
These capabilities make it possible for those not on scene to gather better intel and help officers in the field as situations change. Whether checking in on a responding officer or sharing tactical advice during a critical event, Axon Respond gives your agency access to information in the moment.

Axon Community Request+
Axon Community Request is a tool built to securely request evidence from community members for ingestion into Axon Evidence. Axon Community Request can be used by officers in the field to collect video and audio evidence from witness or victim cell phones, or from surveillance video. Community members can then access the portal link and upload any evidence they have related to the incident in question, greatly simplifying the evidence collection process.

Axon Interview Room
Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. *

Axon Device Manager
The Axon Device Manager mobile application assists agencies deploying large numbers of devices by enabling administrators to complete device management tasks for one or multiple Axon devices in seconds. Axon Device Manager transforms device management processes by starting with the devices themselves, instead of an inventory search and armory or storage room visit.

Managing Evidence
Axon Evidence
Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system.

Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence.
Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions.
Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow.
Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser.
Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features. Unlimited storage
Our Axon OSP package includes unlimited storage for all evidence—including Axon-generated footage, third-party footage, and anything else that can be stored in Axon Evidence. With unlimited storage, your agency will be equipped to make Axon Evidence your single destination for storage of your most critical evidence, without having to worry about storage overages or additional fees.
Third-party video support
The Axon Evidence third-party video playback feature automatically converts and plays videos not supported by the default video player. Officers and investigators will save time when ingesting video of a non-standard file type, as the feature automatically converts and plays more than 1,000 file types and their variations, with new file types added regularly and directly from customer requests.
Auto-transcribe
Axon Auto-Transcribe is a tool in Axon Evidence made up of two modules: Review Assistant and Transcription Assistant. Investigators can use Review Assistant to accelerate their review of evidence by generating a searchable, time-synced transcript of the evidence’s audio. This allows a user to click on a word spoken in the evidence file and be immediately taken to that point of the video. Transcription Assistant generates a transcript of an entire video via AI. An investigator can use Transcription Assistant to speed up the process of creating a transcript by correcting any errors in the AI-generated transcript, rather than typing a transcript from scratch.
Auto-tagging
The Auto-Tagging service takes information directly from your CAD or RMS solution and correlates it with the associated videos stored in Axon Evidence. Your officers will no longer need to manually tag their body-worn and in-car camera recordings or double-check manual entries for errors. Administrators can rest easy knowing that the metadata from your CAD and RMS systems are correlated via auto-tagging with custom retention categories in Axon Evidence, making proper evidence retention simple.

Axon Records
Axon Records is a cloud-based database application, that is intended to help improve incident reporting based on customized forms and automation tools. Axon Records is fully integrated with Axon Evidence, as well as other devices in the Axon Ecosystem, such as body-worn cameras and TASER energy weapons.
Axon Records is designed to make report writing more efficient, and submission and review processes faster, by generating information from the Axon Ecosystem of connected devices and software. Direct access to Axon Evidence allows users to seamlessly attach digital evidence from TASER devices, cameras, and citizen smartphones to an incident. Axon Records reports are collaborative in nature and can be shared with involved officers, partner agencies, and prosecutors. Cases developed in Axon Records are automatically created in Axon Evidence.
With this connectivity, agencies can access agency-wide data that can be reviewed and imported into Axon Records’ reporting modules, thus offering improved efficiency, and helping to ease your administrative burden.

Axon Investigate
Axon Investigate is a forensic platform for everything video related, with a trackable set of tools which allow users to quickly overcome challenges seen with modern video and multimedia evidence streams. Users can easily convert files to playable formats in bulk and manage multiple video sources in a single project.
Additionally, the tools in Axon Investigate Pro assist with video analysis, including multi-clip time syncing and stitching, video enhancement, narrative report creation, and court demonstratives. To accomplish these goals, Axon Investigate uses workflows—a combined set of processing steps—to forensically interrogate the media files.

Improving Performance
Axon Performance
Axon Performance is a module within Axon Evidence that provides two capabilities: reviewing individual evidence entries and managing overall performance.
Axon Performance is designed to reduce the amount of time field supervisors spend reviewing compliance with agency policies and programs. With Axon Performance, agencies streamline the supervisor review and enable supervisors to deliver tailored personnel training and feedback to ensure that teams are operating within agency guidelines and policies.
While using Axon Performance, supervisors or managerial-level staff can review electronic evidence, leave feedback on findings to be added to the Audit Report, and add inspection notes all within the Review pane.
As shown below, Axon Performance provides an easy-to-use interface to review video and mark pre-defined items, as well as enter more descriptive notes.
Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics.
Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set.

Axon Standards
Axon Standards is an internal affairs tool in Axon Evidence that assists with report writing and tracking of officer-involved events such as use-of-force, injury, or pursuit incidents. Supervisors, Professional Standards, or Internal Affairs (IA) units can streamline their report writing duties by having direct access to any associated digital evidence and take advantage of predictive typing, task delegation, and data management features. System administrators can create custom forms specific to an agency's policies, design routing and approval processes to match your workflows, and create automated alerts so that reports are not bottlenecked for review.
With Axon Standards, users can also access interactive reports to help provide data-driven insights and quicker investigative outcomes. These reports can help supervisors and leaders in the chain of command to thoroughly investigate staff-involved incidents, ultimately leading to better transparency amongst the community

Axon My90
My90 is a comprehensive engagement tool that helps law enforcement leaders conduct surveys, capture data, and display the results. My90 collects, de-identifies, and aggregates the survey responses to identify trends, surface positive feedback, and find specific opportunities for improvement. My90's offers three types of surveys:
- POST-CONTACT SURVEYS – Text or web-based surveys automatically sent to 911 callers to evaluate their interaction with officers
- COMMUNITY SURVEYS – Sent to the general population either in-person or online using QR codes and URLs to gauge community-wide sentiments
- EMPLOYEE SURVEYS – Short "pulse surveys" sent to agency staff via text message, email, and the web to evaluate morale or staff burnout
-

Training
Axon Virtual Reality
Axon Virtual Reality (VR) Training is an immersive training program that uses virtual reality hardware and software to enhance officer performance, critical thinking, and de-escalation skills. The solution is fully wireless and is made up of VR headsets, controllers, tablets, and integrated software.
Axon VR Training allows training at the station or a remote location, with its quick set-up experience and minimal amount of hardware. The solution has a small form factor, meaning there is no longer a need for a training room dedicated to housing cameras, truss systems, backpacks, or computers. Axon VR Training is very portable, and no complex room calibration is required.
The innovative Axon VR Training software is comprised of three core elements: Community Engagement Training, Simulator Training, and Axon Academy.

70	Within this RFP category there may be subcategories of solutions. List subcategory titles that best describe your products and services.	For video surveillance, our products generally fall into the categories of: - Body-worn cameras - In-vehicle camera solutions - Interview Room solutions - Digital Evidence Management Systems	*

Table 14B: Depth and Breadth of Offered Equipment Products and Services

Indicate below if the listed types or classes of equipment, products, and services are offered within your proposal. Provide additional comments in the text box provided, as necessary.

Line Item	Category or Type	Offered *	Comments	
71	Portable and mobile video camera and recording solutions, such as body-worn, in-car, and equipment-mounted devices.	(•) Yes ( ) No	Axon's offer includes the Axon Body 3 and Axon Body 4 body-worn cameras, as well as the Axon Fleet 3 in-vehicle camera solution. These products, and the mounts below, are described in answer 69 and detailed product sheets are attached. The Axon Body 3 and 4 cameras are self-contained audio-visual unit with no external wires. The cameras utilize a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Whether officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy.	*
72	Permanently mounted or installed video camera and recording solutions designed for all law enforcement, school resource officers, corrections, first responders, and emergency medical services.	(•) Yes ( ) No	Axon Interview is an interview system designed to reliably record and protect evidentiary footage throughout the interview process. Axon Interview includes both hardware and software components that are integrated together to simplify interview workflows. A standard Axon Interview setup can include one or two	

			cameras per room, a microphone, and camera enclosures. Two servers, touch panels, and power over ethernet (POE) switches are also a part of a standard solution setup. Axon can build custom interview rooms to meet your specific needs. Available options include: Overt and Covert Cameras Covert Camera Enclosures Microphones Physical or Virtual Recording Servers Touch Panels Software application for workstations POE Switches Point-to-zoom cameras In-room remote viewing indicator lights Motion-detector camera activation Button-Push / Toggle switch camera activation Detectives responsible for conducting interviews will have access to an easy-to-use solution that will reliably capture crucial statements and important body language. This evidence can then be reviewed later and used when building a case. The system is controlled with touch panels that are pre-installed with Axon Interview software. With a simple tap of the screen, detectives can start an interview from either inside or outside of the interview room. The touch panel also unlocks time-saving workflows that can be leveraged during an interview—such as metadata entry to make evidence management easier, audio/video masking to protect individual privacy, note-taking tools, and bookmarking features to flag points of interest in an interview for later review. Additionally, command staff or other personnel can keep track of interviews as they happen through Axon Interview's Live Streaming application. The personnel can view multiple rooms at once and add notes and markers to an interview in progress. For security, access to interview rooms via livestream can be password protected. Features and benefits REDUNDANT ON-PREMISE STORAGE SERVERS to prevent the loss of critical evidence if a connectivity issue were to occur prior to uploading to the cloud A CONTINUOUS RECORDING BUFFER that temporarily stores audio and video to local servers, which allows agencies to retrieve evidence if a user forgot to start a recording A SECURE EVIDENCE UPLOAD PROCESS TO AXON EVIDENCE that protects the chain of custody and offers cloud-based storage	*

73	Video capable threat and weapons detection.	(•) Yes ( ) No	The Fleet 3 in-vehicle camera solution offers integrated Automatic License Plate Recognition technology. This technology can be used in combination with pre-defined criteria to alert based on a number of factors, such as a vehicle being stolen, or as part of an active search.	*
74	Related equipment complementary to the offering of the solutions in 71-73 above, including automated activation devices, lasers, monitors, recorders, microphones, and transmitters.	(•) Yes ( ) No	Axon Signal technology utilizes Bluetooth to activate nearby cameras in certain situations. This can be based on activating a TASER, withdrawing a weapon armed with Axon Signal Sidearm, and a variety of 12-volt signals in the vehicle, including, for example, activating sirens, a crash, or opening doors. Certain Axon Interview cameras can be configured to activate based on motion.	*

75	Technology, data storage, advanced analytics, redaction, and management software solutions and applications for self-hosted, cloud-based, and hybrid systems that are complementary to the offering of the solutions in 71-73 above.	(●) Yes ( ) No	Axon Evidence is a scalable, cloud-based Digital Evidence/Asset Management System (DEMS), which stores all digital evidence in a centralized, secure system. Axon Evidence integrates with the entire Axon Ecosystem of devices and applications, so your personnel can use its suite of features to easily store, organize, and view evidence. Please see the attached solution description for detailed information on Axon Evidence. Axon Evidence includes easy-to-use case-building tools and sharing workflows that allow users to build cases out of the evidence stored in the system. Once built, these cases can then be shared across your agency and with prosecuting partners in other agencies and jurisdictions. Axon focuses on creating solutions to solve the complex challenges of digital evidence management. Rather than focusing solely on the camera or “capture” aspect, Axon looks at the bigger picture, considering the costs of ingesting, managing, retrieving, and sharing the data or the “capture to courtroom” workflow. We pay close attention to how officers interact with the application, as we believe it should conform to the needs of law enforcement and never the other way around. After years of collecting feedback and listening to input from law enforcement, Axon created the Digital Evidence Workflow (DEW) framework. The DEW Framework was designed to help agencies make sense of complicated and complex systems and highlight areas where they could improve their efficiency and effectiveness. The Axon Evidence digital evidence management solution was designed to align with and simplify this workflow. Axon Evidence automatically integrates with all Axon solutions including TASER CEWs, Axon Fleet, and Axon body-worn cameras. Axon Evidence also has manual bulk upload capabilities to ingest and manage many other forms of digital evidence. Axon Evidence is a true end-to-end solution providing the application and the infrastructure required to run it. With Axon Evidence, all you need to access your evidentiary information is an internet connection and a standard web browser. Axon Evidence can ingest assets from multiple sources, manage them simply with configurable metadata fields, retrieve them with an advanced search engine, automate access control and retention with intelligent workflow features, redact videos using powerful tools for FOIA requests, and collaborate effortlessly with other stakeholders using secure sharing features.	*

76	Accessories complementary to the offering above, including docking stations, chargers, memory cards, cables, adapters, clips, mounts, batteries, holsters, and harnesses.	(•) Yes ( ) No	Docking stations The Axon Body 3 cameras are compatible with two types of docks—an 8-bay Dock and a 1-bay Dock. Each dock is designed to charge the camera or cameras, and provide a connection to our DEMS, Axon Evidence, to securely upload evidence and receive the newest operating system updates or configuration changes. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a images and specifications. Each dock function as an Ethernet adapter, an unmanaged network switch, and charger. All Axon Body 3 cameras are compatible with any Axon Body 3 Dock. All that is required to install an Axon Body 3 Dock, is the supplied Ethernet cable, an active internet port that connects to your network, and the included power cord. Upload rates average 30 MBPS withing a dock. Each time the Axon Body 3 camera is docked, the time is automatically checked and reset. The dates and timestamps sync with the atomic clocks at the National Institute of Standards and Technology (NIST) and cannot be altered, which protects the chain of custody. The timestamp can be displayed in local or UTC. Axon also provides an option for Wall Mount Brackets, which were designed to minimize the device-storage footprint, as well as provide easy access to your device(s). The docks are typically mounted at an angle to help keep devices connected and operating lights visible. Mounts The Axon Body 3 camera is a self-contained audio-visual unit with no external wires. The camera utilizes a proprietary mounting system, allowing it to fully attach or detach from a mount in less than one second. Please see the attached Axon Body 3 and Axon Body 4 solution descriptions for a detailed list with images of all mounting options. Whether your officers decide to mount their devices on a shirt, patrol vest, jacket, or belt, our easy-to-use mounting system—which includes an attachment piece built into the back of the device and an attachment receiver built into each mount—allows them to simply attach and lock the camera in a desired place and position. Officers can easily remove and securely remount the camera as needed and no alteration to uniforms is necessary for most mounts. Having multiple mounting options that attach to a variety of uniforms and clothing types can be both beneficial and convenient. Axon provides both low-retention mounts that are easy to maneuver and breakaway, as well as high-retention models that become an integral part of the uniform. With	

			either option, officers can leverage our secure mounting system with RapidLock technology to help capture truth. The camera's magnetic mounts are strong enough to hold the devices in place while running or fighting. To mitigate the jostling and bouncing that might happen during a foot pursuit or a physical altercation, Axon camera mounts are designed to fit on the centerline or above the beltline of the user to benefit from the human body's own mechanics for absorption of impact and energy. Axon Body 4 Point of View Module The Axon Body 4 camera offers an easily integrated point-of-view camera called the Axon Flex POV Accessory. The Flex POV module does not require charging or offload. When a Flex POV module is connected, Axon Body 4 will buffer and record from the POV module perspective. When the POV module is disconnected, Axon Body 4 will automatically switch back to the Body Worn Camera perspective. When a Flex POV module is connected to a user's camera for the first time, Axon Body 4 will prompt the user to set the POV orientation. The orientation of the POV module can be determined using the letter on the top of the POV module when mounted. Once set, orientation can be updated using the camera menu. Axon Body 4 Quick Disconnect Charger While the Axon Dock is the primary means of charging, the Axon cameras can be charged by any electrical charger with a USB connector. The Axon Body 4 uses a USB 3.0, Type-C receptacle. This flexibility allows an officer to charge a camera from any location with a USB-compatible power source. The Axon Body 4 also includes a magnetic disconnect charger for additional ease of charging.	
77	Services complementary to the offering above, including training, installation, and administration of warranty programs.	(•) Yes ( ) No	A successful program depends on the ease of implementation and the experience of the deployment team. Axon's Professional Services (PSO) team includes experienced professionals who have completed hundreds of deployments covering hundreds of thousands of cameras, as well as the supporting evidence management systems. Axon's PSO, data migration, training and Fleet installation teams have extensive experience helping agencies of all sizes implement their body-worn and in-car camera programs. By offering dynamic deployment plans, experienced deployment teams, and a solution developed in-house specifically for public safety, Axon is uniquely positioned to provide customers with an effective deployment, training, and	

support experience.
With Axon, customers receive a full solution, mitigating the project and support risks associated with having multiple, different suppliers. Axon has the manufacturing capability, financial capacity and skilled and available workforce to ensure that a program is successful. Our reputation for going above and beyond to ensure that our customers are not only satisfied, but successful with our products is well known throughout the industry, and we invite all customers to validate this with objective resources.
By having our staff complete installations, customers can expect project alignment, with end users gaining a more complete picture of the features and functionality of the solutions. Our PSO team is trained specifically to install our proprietary solutions, meaning customers will benefit from having installers with the most up-to-date product information, product training, and installation techniques.
Many of our PSO implementation specialists joined Axon directly from law enforcement and were responsible for planning and managing similar projects in their former law enforcement roles. This real-world experience is an invaluable resource and allows them to predict and overcome potential challenges as well as effectively collaborate with command and IT staff. Our staff can also offer guidance on custom workflows and processes to help use your body-worn and in-car cameras and DEMS effectively and in compliance with local laws and statutes.
When selecting a solution, it is worth considering whether the hardware and software were built from company acquisitions or developed by the same engineers who support it today. The proposed body-worn and in-car camera hardware and DEMS software were designed and maintained by Axon's in-house engineers, allowing our teams to easily pass on feedback for feature requests as programs progress. Our U.S.-based Technical Support team can engage directly with our in-house engineers for advanced troubleshooting if the need arises.

At the beginning of each program, we meet with customers to define requirements and outline a project schedule.
Our programs typically include items required to:
- Migrate your existing data;
- Establish integrations with your current platforms as defined in the requirements;
- Build and deliver your solutions;
- Configure all body-worn camera LTE sim cards, establishing them on the appropriate carrier networks, and

			managing all body-worn LTE data plans. Create your initial configuration in Axon Evidence; Train your administrators; Install your in-car cameras and, Provide long term support. Deployments are led by Axon's PSO team, who will begin by reviewing the proposed project plan with designated point of contact. Axon's PSO team will coordinate direction with this point of contact throughout the project to accomplish the tasks necessary for a smooth, successful implementation. During the implementation kick-off calls, our resources will work collectively to refine the plan, and define a final schedule. These initial discussions will set expectations for deployment timing and staffing. Administrator guides, networking information, and other critical solution information will be provided to your program point of contact to assist with planning. Axon's PSO team will also evaluate the project for proper scoping and follow-up to obtain additional information if necessary prior to on-site services. This may include information on network specifications/bandwidth, CAD/RMS integration, desired offload method, and other system information that may require involvement from your network administrators or IT team. It is important to agree on a solid plan at the beginning of the program, as well as to set the policies that will guide how data is migrated and establish the rules that will be used to configure the systems. The resulting plan will be documented and shared with each member of the team, providing the structure to successfully complete your project implementations. Having your policies in place before deployment begins helps to streamline the go-live process and ensures officers are prepared to use the system as soon as possible. Additionally, necessary categories in Axon Evidence should be considered, as they determine evidence retention. Categories are completely customizable to meet your local policies and laws. To ensure proper input and legal compliance, customers should gather the following agency and community stakeholders before building your body-worn and in-car camera policies. POLICY MAKERS – Stakeholders such as command staff and community leaders should be included when developing body-worn and in-car camera policies. FIELD TRAINING OFFICERS – Officers who represent the end users of the devices. EVIDENCE CUSTODIANS –		

Including those who will be responsible for digital evidence sharing is key.
LEGAL REPRESENTATIVES – Including members of the larger legal community can assist with community alignment and buy-in.
Once the proper stakeholders are gathered, Axon's team will collaborate with customer personnel to help draft the policy definitions necessary for the successful use of Axon Evidence.
First, user roles should be considered. User roles and their permissions in Axon Evidence are highly customizable, and our PSO team can assist with the development of custom roles during deployment. Identifying the level of permissions needed (such as the ability to view evidence, share evidence, download evidence, restrict evidence, etc.) for each role is customized. The guides provided by the PSO coordinator during initial planning conversations will help with this task.
When determining necessary custom retention categories, customers should consider consulting State Retention Schedules or other legal guidance. During on-site services, our PSO team can then offer guidance to set up these pre-determined retention categories in Axon Evidence. Having these critical system policies in place prior to deployment will support a quicker, more thorough roll-out.
While the primary Evidence solution will be maintained in the cloud, there can be a number of areas where Axon and customers will need to agree on information technology approaches and requirements.
This primarily includes decisions related to LTE and Wi-Fi uploads, networking permissions for body-worn camera docks, and offload methods for the Fleet 3 system.
These discussions will happen early in the program, allowing Axon to finalize details of the implementation plan, including configuration and installation requirements.

For customers with existing DEMS, Axon will help define a migration strategy. Axon Evidence is designed to be highly configurable, and supports the creation of both free-text metadata (tags) and customer-defined metadata fields. The flexibility of Axon Evidence ensures customers get the information they need that is most effective for searching, while at the same time standardizing their terminology over time. This supports greater efficiency, less re-training, and ultimately greater organizational value.
Every system your agency uses may be organized a little differently. For example, in your in-car video management system, you may

			classify evidence as “Evidence Type” whereas in your CCTV system you may classify evidence as “Offense”. Axon’s migration process allows customers to visualize and map out how they want this information to appear in Axon Evidence. Axon will work with customers to design a metadata mapping schema for Axon Evidence based on the metadata tags and fields from the legacy system. Based on this mapping schema, an Axon Field engineer will use our automated tools to map the desired metadata to fields, pre-append any audit information into Axon Evidence audit logs and upload the assets with this information populated in Axon Evidence. Axon will demonstrate this migration in a test environment for customers to review and sign off that the data is uploaded and organized as desired. Ingesting and pre-appending the audit trail for each piece of evidence maintains full evidentiary integrity as you migrate systems automatically. This allows Axon Evidence to be a single source of truth detailing the lifespan of your evidence. Upon sign-off, Axon will install the migration tools and initiate upload into the live environment. The upload of historical data will commence after all legacy cameras are decommissioned to ensure that no evidence is lost in the transition. Training Training Overview Axon’s training approach is aligned with the overall coordination of the integrated body-worn camera, in-car camera, and digital evidence management solution implementation. Our approach ensures that those responsible for administering the digital evidence ecosystem, as well as those responsible for using our systems and devices, have multiple options for initial and recurring training. We will provide initial training, as well as access to the on-line Axon Academy for refresher training, and future training of new users. Axon is highly flexible with our training options, and can adjust courses and approaches as needed based on discussions in the project planning phase. Training is largely centered around the types of users and devices, focusing on those with administrative responsibility, in house trainers, detectives, redaction technicians, body-worn camera users and Fleet users. Our proposed training is outlined below. Training Materials Our Professional Services team will provide soft copies of User Guides, Axon Quick Start Guides, and Manuals, Axon Evidence		

			Administrator Reference Guide, Axon Evidence Security Guide, End-to-End Deployment Guide, Implementation Best Practices Guideline, and a Go-Live Checklist. Additional curriculum and support materials include, but are not limited to: Job Aids E-Learning Certification Programs Video Training Demonstrations Software Simulations Enrollment for Virtual Classes Recordings of Previous Classes and Demonstrations Sample Lesson Plans Key User Training (Train the Trainer) End users can be trained one by one or in a train-the-trainer style. For a department of the size of Champaign, we advise training an initial subset of key end users. This group will serve several roles, including confirmation of system functionality, performance, and feedback on any localized issues that had not been previously identified. This initial subset of trainees can act in a “train the trainer” capacity for their co-workers and typically become a resource when newer users are activated and require training or assistance. System Administration Training System Administrator training typically consists of a session covering custom roles and permissions, retention categories, and other critical Axon Evidence settings. Additionally, Axon Evidence features will be discussed, including working with evidence, redaction capabilities, case functionality, reporting options, audit trails, and device inventory. Administrators will also learn how to configure items specifically related to Axon Body 3, Axon Fleet 3, Axon Signal, and ALPR. Each System Administrator training session is generally three to four hours in length and can accommodate up to 10 users. Axon Evidence User Training If training for evidence technicians, supervisors, detectives, or redaction technicians is necessary for your program, our team can accommodate those needs. These sessions are customized and will cover portions of Axon Evidence that are central to the job functions of those in attendance. Recommended Class Structure / Training Plan Under this project, Axon will provide the following training classes: One (1) three-hour Super User (Administrative) Training session (two (2) sessions can be conducted, if needed). There is no limit to the number of attendees for these sessions. One (1) three (3) hour Train the Trainer session. There is no limit to the number of attendees for these		

sessions.

One (1) one and a half (1.5) hour Evidence Tech Training. There is no limit to the number of attendees for these sessions.

Fleet 3 Training - Generally, end users will be trained on the system when they return to pick up their vehicle after hardware installation is complete. They will be trained on system operation and best practices. This process can be modified if needed; in some larger agencies a group of end users may be trained, who will then train other groups of end users.

The customer trainers would then complete the rollout of the cameras and training to all the officers. The number of classes will vary depending on the size of each department. For customer train the trainer rollout, we recommend a limit of 15 officers per class.

Training is normally conducted at the beginning of a shift so that the officer can begin using the equipment immediately. Having training coincide with deployment reinforces the material taught during training and allows any issues that arise to be addressed by training staff immediately.

While this is our recommended and proposed class structure and curriculum, our approach is flexible and can be modified to meet the needs of the City.

Additional Training Resources and Continued Learning

Our continued learning site, Axon Academy, is your go-to online resource for learning more about your TASER smart weapon, Axon camera, Axon Evidence account, and how each of these components interface with other elements of the Axon ecosystem. Supported by the Police One web infrastructure, Axon Academy is a convenient and secure way of accessing information to help agencies make the most of the Axon Ecosystem of products and digital evidence management software.

Within Axon Academy, there are three different ways to learn:

ON-DEMAND E-LEARNING MODULES – Each of these modules address a different element of the Axon Ecosystem and provide a self-paced, individual learning experience whenever is convenient for your users

VIRTUAL TRAINING COURSES – these courses are offered live via the web, and give your users the ability to participate in a class and interact with the instructor

CERTIFICATION PROGRAMS – Our comprehensive certification programs allow learners to pull together a specified list of resources to quantify their knowledge in a particular area (e.g., CEWs, Axon Evidence, Axon cameras).

Training content is developed and maintained by Axon subject matter

experts and supporting documentation is designed to provide a simple and straightforward way of learning about specific topics. The database continues to grow as our product and service offering expands.

Fleet 3 Installation
Axon Fleet 3 significantly reduces the need for bulky and expensive components often seen in traditional in-car solutions. With Axon Fleet 3, customers will benefit from minimally-designed system components such as our integrated cameras built to capture both audio and video, as well as provide integrated ALPR capability. Our sleek hardware and non-obtrusive wiring installation help optimize space within the patrol vehicle and promote an open and safe cabin in which an officer can move about freely and unobstructed.
The Axon Fleet 3 in-car system has a small form factor designed to offer a discreet and inconspicuous setup within a variety of vehicles, including civilian, unmarked, and patrol vehicles. Our team will work with customers to identify mounting locations within the vehicle that limit unwanted attention.
Our proposed solution will include all necessary wiring. Axon Fleet 3 has been developed to utilize Power over Ethernet (PoE) connections, which offer both greater connection speed and stability. All wiring will be installed and run underneath the lining of the vehicle or with the shape of the vehicle where possible. Any exposed wire will be secured, mounted, and bundled together to avoid any loose cabling.
During installation, our team will work with customers to determine the best mounting option for Axon Fleet 3 cameras in each vehicle, while keeping practical use and officer safety in mind.
Cameras are typically mounted to the windshield or rear glass with an adhesive and can be removed without permanent damage. The offered Fleet 3 system includes two cameras: the dual view, forward facing camera that includes the ALPR camera, and the interior camera to capture the rear cabin.
The Axon Fleet 3 Dual-View Camera is mounted on a swivel-ball joint that allows the camera to be panned and tilted to ensure objects of interest are within the camera's field of view. It supports 360-degree articulation. An Internal spring provides consistent sensory feedback as a user makes adjustments. The swivel-ball joint has detents that click in place every 22.5 degrees of horizontal rotation (pan) to hold the camera in the desired position.
The Axon Fleet 3 Interior Camera is mounted on an adjusted angle mount that allows the camera to be

tilted up or down to ensure objects of interest are within the camera's field of view. The Interior Mount can be adjusted to capture a comprehensive view of the cabin.

Long Term Support
In our view, a project is not over when a deployment is concluded. The final portion of any Axon delivery is our professional customer support, which starts after deployment concludes and continues for the life of the solution. Axon has included an initial five-year warranty as part of this project.
We have a multi-level approach to service, including our account specific Customer Success Managers, our 24/7 technical support and our Return Merchandise Authorization (RMA) team to help our law enforcement partners have the most successful body-worn, in-car camera and digital evidence management programs possible.
We begin the post-deployment process with a survey that allows all customers to provide feedback directly to Axon leaders, and we provide multiple options for getting help, offering suggestions, or expanding your Axon ecosystem.
Customer Success Manager
We assign a customer success manager (CSM) to your account for the remainder of your contract. Their goal is to support your day-to-day needs, educate you on new features, and help you receive value from your investment. Your CSM will wear multiple hats, from project management to product expert to consultant, and will continually be focused on making the City more efficient and confident in your daily workflows.
As your program develops and progresses, your CSM can take hardware and software feedback and pass it along to our engineers—another benefit of deploying a solution that is serviced by the same engineers who developed it. In fact, many new features have been built directly from such suggestions from our law enforcement partners. They will also work with your sales executive if any further purchases are desired. Your CSM can be reached by phone or email and can be adaptable to your communication preferences.
24/7/365 Technical Support
Our Technical Support team is US-based and offers live phone support 24 hours a day, seven days a week. This is included as part of your investment in the Axon ecosystem and any member of your agency can call; our staff will help anyone with their questions, not just supervisors. A caller is usually talking with one of our support staff within 30 seconds of placing their call. Online, email-based support and remote-location

			troubleshooting are also included. If a technical issue requires advanced troubleshooting or interfacing with our in-house engineers, our Senior Technical Support team (Tier 2) can take over from the Technical Support team (Tier 1). All senior technical support representatives hold certifications from their respective governments for access to CJI. The team currently holds a variety of education and information technology certifications, and many have a background in law enforcement. RMA Process If equipment needs to be returned for repair or warranty work, we make the process as simple and hassle-free as possible. Axon's return material authorization (RMA) request process is housed directly within Axon Evidence, allowing users with appropriate permissions to create repair requests easily. Our US-based RMA team works out of our Scottsdale, AZ headquarters. All returns are initiated, tracked, and managed using the hardware's unique device serial number, which also correlates with warranty status and helps protect evidence integrity if evidence recovery is needed. Axon's RMA process is also integrated with FedEx and return labels are provided at no extra cost.	

Table 15: Industry Specific Questions

Line Item	Question	Response *	
78	Describe the security features of your proposed solutions in relation to data security.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance. Axon Evidence offers numerous data security management functions to meet and exceed industry standards for the architecture and security of Axon Evidence. Axon has developed and operates secure software development lifecycle procedures (SDLC). Execution within the SDLC ensures security is evaluated at every phase of development and that quality measures are met. All evidence data is encrypted at rest and in transit. Robust SSL/TLS is implemented for data in transit using TLS 1.2 with a 256-bit connection and Perfect Forward Secrecy. Evidence data stored at rest is encrypted with at least 256-bit AES. The graphic below offers a high-level view of the various layers of security implemented in the CJIS compliant solution. Axon's compliance with a number of security standards in addition to CJIS demonstrate our commitment to providing a trustworthy platform to our customers, and offers a way to understand the controls put in place to secure Axon Evidence and the data you store in it. These additional certifications, compliance measures, and security assurances include: ISO/IEC 27001:2013 Certified - Information Security Management Standards ISO/IEC 27017:2015 Certified - Code of Practice for Information Security Controls	

ISO/IEC 27018:2019 Certified - Code of Practice for Protecting Personal Data in the Cloud
CALEA Standard 17.5.4 Compliant
HIPAA and HITECH
AICPA SOC 2 Type 2 Reporting (Applicable only to Axon Evidence)
Cloud Security Alliance - CSA STAR Attestation (Level Two)
Cloud Security Alliance - CSA STAR Self-Assessment (Level One)
Accessibility Conformance Report - WCAG 2.0 & VPAT/Section 508

BWC Security Overview
Law enforcement data is among the most sensitive in the world and, with Axon's robust information security program, we can help keep that data protected at all times. Our latest body-worn camera, Axon Body 3, includes a number of security features that help keep your valuable evidence and other information safe.
Both physical and software approaches ensure the security of data even if the camera is lost or stolen, and help you maintain a proper chain of custody.
Physical Security
SECURED COMPARTMENT – Axon assembles Axon Body 3 cameras with Torx screws, thus preventing access to the storage without proper tools. *
EMMC STORAGE (EMBEDDED MULTIMEDIA CARD) – eMMC storage is populated on the circuit board rather than using an SD card. Accessing and reading eMMC is difficult and would require destruction and/or modification of the circuit board. Videos cannot be deleted from the camera. Cameras will not natively mount into a Microsoft Windows operating system like a mass storage device such as a flash drive or external hard drive would.
Software/Firmware Security
NO PARTITION TABLE – The storage media does not have a partition table and will show as an unreadable drive/ card (under any operating system).
ENHANCED VIDEO AUTHENTICITY & INTEGRITY VALIDATION – Authentication and validation checks between the camera and Axon Evidence;
SIGNED COMMANDS – Cryptographic validation of commands sent to the camera from Axon Evidence;
SECURE BOOT – Only trusted, cryptographically signed firmware will run on the camera;
HASH TREE IMPLEMENTATION – Facilitates multiple layers of forensic integrity;
DISK ENCRYPTION – While on the device, evidentiary video is protected from manipulation with AES-XTS 128-bit encryption. Currently AES-128 is acceptable for protection of classified data, up to SECRET, by the US federal government.

Secure Transfer
The Secure Upload Process
Axon cameras are designed to protect and preserve the evidence they capture. The cameras store all video files securely in onboard storage until the files are completely and successfully transferred into the digital evidence management system. All communication between the Axon Body 3 camera and Axon Evidence is conducted over 256-bit AES encryption to safeguard data during transfer.
During offload from the camera to Axon Evidence:
1. The precomputed SHA-2 cryptographic hash tree is located for each video that needs to be uploaded and each SHA-2 hash tree is computed immediately after the corresponding MP4 video finishes recording.
2. The SHA-2 cryptographic hash tree and video metadata are transmitted to Axon Evidence. The MP4 video files are saved securely on Axon Evidence in their original state, as verified by the SHA-2 hash tree function.
3. Upon completion of the upload process, the SHA-2 cryptographic hash tree values are evaluated to detect data corruption of any kind. A contiguous SHA-2 hash is computed after this verification step.
4. Once the hash values and data integrity are verified, the file is confirmed to be uploaded, and the corresponding video files are deleted from the camera.
If a transfer is terminated before its video files are fully uploaded, any files not completely uploaded to Axon Evidence will remain on the camera, so that upload can resume the next time the camera is docked or connected.
Loss of power to an Axon camera will not cause data loss or corruption. The devices maintain a suitable amount of backup power to ensure proper shutdown. If a device were to lose power, it would properly close out all incident files (videos) to ensure that no data was lost or corrupted. In the event of sudden and complete power loss, the device will perform a video recovery operation during the next boot process and close out the incident file. The interrupted recording file, as well as any previously recorded files, will be available once power is restored.

79	Describe the data storage, Artificial Intelligence (AI) analytics, and management features and functionality as they relate to your proposed products.	As a cloud-based system, Axon Evidence's architecture is modular, scalable, and extensible. All data is stored in the Evidence instance at a Microsoft Azure data center. Managing the vast amount of digital evidence available to agencies today can be overwhelming. Especially when the burden is on end users to keep evidence organized—no matter the source. This becomes even more difficult when digital evidence is stored in various locations, on different devices, and across many platforms. Axon's unlimited third-party storage plan—which includes storage for both Axon-captured evidence and third-party evidence—offers agencies a modernized approach to digital evidence management that is affordable, convenient, modular, secure and can scale to meet any storage requirements. With unlimited storage, Axon Evidence can be the main source of storage for all digital evidence. You can then easily manage, store, share, receive, and investigate your data all from a single system. To help with the usability of large data volumes, content that has not been viewed or accessed for six months may be moved into archival storage. Archived files are still searchable and can be retrieved with a single click. Interview Room Axon Interview uses a local storage server to temporarily store video before upload to Axon Evidence. This is in place to ensure that no evidence is lost due to communications issues. Axon Body Worn Cameras Axon cameras will never overwrite previously recorded footage. It is not possible to delete or modify any video content on the device; videos are only deleted from the camera once they completely and verifiably upload to the application. This safeguard ensures no video content is accidentally lost or altered. The Axon Body 3 has 64 GB of non-removable storage to house captured video files and the camera's operating system. This is sufficient to hold 11 to 46 hours of recorded video (depending on resolution). The Axon Body 4 has 128 GB of non-removable storage on a solid state eMMC to house captured video files and the camera's operating system. This is sufficient to hold 11 to 103 hours of recorded video (depending on resolution). Axon Performance Axon Performance allows supervisors or managerial-level staff to review their agency's body-worn camera, Fleet and TASER metrics. Not only can Axon Performance help an agency adhere to policies and programs currently in place, but they can leverage the technology to identify gaps in performance and evidence management. By gathering this information, your agency can work to train and improve an officer's skill set. Please see the attached solution overview for more information. Auto-transcription As cases make their way through the justice system, an accurate transcript will be required at some point. Manual transcription typically takes 4-10 times longer to produce than the length of the actual audio, meaning there are often lengthy backlogs and budget constraints, which slow the delivery of admissible evidence. Furthermore, during the transcription process, transcribers are forced to repeatedly listen to potentially disturbing audio to ensure accuracy. To address these issues, Axon's Transcription Assistant offers access to powerful artificial intelligence (AI) and an intuitive user interface (UI) to help make transcribing audio faster and more efficient.

80	Describe how your proposed product(s) or systems integrates with Computer Aided Dispatch, Records Management, Digital Evidence Management, and/or Situational Awareness Systems.	Axon Evidence is a Digital Evidence Management System (DEMS), and a large benefit with Axon is that our full ecosystem of products natively integrates with Axon Evidence. There is never a need to worry about the core integration of evidence collection, storage and management as Axon provides all these capabilities. Axon has a proven integration with situational awareness systems such as RapidSOS and Flock through our Axon Respond API. This API is fully developed and requires no additional work for customers. Generally, the situational awareness systems will begin polling Axon Respond continuously, providing real-time access to officer locations. The location data of both body-worn and Fleet cameras will flow into these systems for visualization on their display. Integration with CAD/RMS Auto-tagging is a feature that categorizes videos based on the correlated event metadata captured by the respective systems. Common data already collected by the CAD or RMS, such Event ID, Event Type, Officer Badge ID, and Dispatched and Cleared Times can be automatically associated with evidence, without the need for manual intervention. Integrating a CAD or RMS system with Axon Evidence will save officers valuable time, because the majority of tags will be automatically added by the system. With auto-tagging, officers simply record videos with Axon body-worn or in-car cameras and upload them. Axon Evidence will use the data from the CAD and RMS solutions to apply the appropriate tags. Officers will still be able to add custom metadata tags in the field. On a regular schedule, customers export a database-printout file to a specific folder from the CAD or RMS software. The printout file format, generally an .xml or .csv, is designed to comply with Axon Evidence requirements for integration. Axon supplies a .NET 4.0 service “Integrator Application” on your server that monitors the selected folder. When the service detects the presence of a printout file, it encrypts the file using AES 256-bit encryption and sends it securely to Axon Evidence. After Axon Evidence confirms receipt of the file, the application deletes the local copy of the file. Axon Evidence decrypts the printout file and parses the data found in the file. Using an algorithm, Axon Evidence determines which evidence file each piece of data applies to and tags those files appropriately. Evidence can be auto-tagged for 72 hours after upload, and then will require manual tagging. When Axon Evidence finishes processing a batch of data received from the CAD/RMS solution, it sends the specified recipients a reporting email that includes summary results of the processing and detailed reports about evidence matched.

81	Describe how your system allows for secured sharing of videos – file sharing systems.	Sharing Evidence Axon Evidence enables users to share content with internal and external stakeholders without the need for additional licenses. This includes other agencies already using Axon Evidence or Axon Justice Premier, as well as external users who do not have Axon Evidence accounts. Sharing with Outside Agency Axon Evidence Users Axon Evidence makes it easy to share evidence and cases with other Axon Evidence agencies, as well as those utilizing our Justice Premier solution for prosecutors and public defenders. Since these external users already have Axon Evidence credentials, shared evidence can be used in the same way as their own digital evidence. After evidence is added to Axon Evidence, a user can simply share the case with any of their trusted partner agencies with Axon Evidence credentials. As users share evidence with partner agencies, the partner agencies will only have access to the data a user has chosen to share via an access list. All unshared data remains completely unavailable. When files are shared with a partner agency, Axon Evidence sends a copy of the files and their associated metadata, which the partner agency can manage independently without affecting the original evidence. Any evidence that is shared is preserved in its original form in the sharer's instance of Axon Evidence. Sharing With Non-Axon Evidence Users A user can share evidence with those who are not Axon Evidence users by emailing a download link to an external email address. Audit Trails, Table of Contents, and Transcripts, an Optional Message and the Duration in days that the share is active, can all be shared with the core evidence. All included documents will be made available via a ZIP folder, which a recipient can access without having to sign into an Axon Evidence account. There are no additional authorizations or licenses required by Axon to share files using this method. However, please note that access can no longer be centrally controlled once it is downloaded locally. Data Export Users cannot modify original videos captured for chain of custody and chain of evidence reasons. If the original content or video evidence is uploaded as an MP4 it will be downloaded as an MP4 for review. Axon does not apply any proprietary formats when files are exported. This applies with any files such as PDF, DOC, AVI, WAV, MP3, AAC, etc. At the time of upload an SHA cryptographic hash function is generated and used to verify the integrity of the content uploaded. This SHA hash is also available at time of download for verification of authenticity.
82	Detail how your system complies with Criminal Justice Information Systems (CJIS) security requirements.	Axon Evidence, the same application used for managing TASER evidence, is a cloud-based solution that complies with the Federal Bureau of Investigation's Criminal Justice Information Services (CJIS) Security Policy, which sets the minimum-security requirements to provide an acceptable level of assurance to protect the full lifecycle of Criminal Justice Information (CJI). Axon Cloud Services was designed and is operated to ensure that it is compliant with the FBI CJIS Security Policy at both the application and data storage layers. Customers can be assured that their digital data is protected by a robust information security program that is designed to exceed the CJIS security requirements as well as provide protection against current and emerging threats. The Axon CJIS Compliance White paper outlines the specific security policies and practices for Axon Evidence and how they are compliant with the CJIS Security Policy. Read more about Axon's CJIS Compliance program and commitments here. http://www.axon.com/compliance.

Exceptions to Terms, Conditions, or Specifications Form

Only those Proposer Exceptions to Terms, Conditions, or Specifications that have been accepted by Sourcewell have been incorporated into the contract text.

Documents

Ensure your submission document(s) conforms to the following:

1. Documents in PDF format are preferred. Documents in Word, Excel, or compatible formats may also be provided.

2. Documents should NOT have a security password, as Sourcewell may not be able to open the file. It is your sole responsibility to ensure that the uploaded document(s) are not either defective, corrupted or blank and that the documents can be opened and viewed by Sourcewell.

3. Sourcewell may reject any response where any document(s) cannot be opened and viewed by Sourcewell.

4. If you need to upload more than one (1) document for a single item, you should combine the documents into one zipped file. If the zipped file contains more than one (1) document, ensure each document is named, in relation to the submission format item responding to. For example, if responding to the Marketing Plan category save the document as “Marketing Plan.”

- Pricing - 2023 Axon Pricebook - Sourcewell 2.0.xlsx - Tuesday October 10, 2023 15:41:59
- Financial Strength and Stability - AXON_2022_AnnualReport.pdf - Tuesday October 10, 2023 15:42:15
- Marketing Plan/Samples - Cooperative Contract Marketing Example.docx - Wednesday October 11, 2023 15:08:36
- WMBE/MBE/SBE or Related Certificates (optional)
- Warranty Information - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:43:02
- Standard Transaction Document Samples - Axon-Master Services and Purchasing Agreement- Sourcewell 101223.docx - Tuesday October 10, 2023 15:42:43
- Upload Additional Document - Product Descriptions.zip - Tuesday October 10, 2023 15:46:25
- Requested Exceptions - Sourcewell RFP 101223 - Axon's Exceptions.docx - Tuesday October 10, 2023 15:42:34

Addenda, Terms and Conditions

PROPOSER AFFIDAVIT AND ASSURANCE OF COMPLIANCE

I certify that I am the authorized representative of the Proposer submitting the foregoing Proposal with the legal authority to bind the Proposer to this Affidavit and Assurance of Compliance:

1. The Proposer is submitting this Proposal under its full and complete legal name, and the Proposer legally exists in good standing in the jurisdiction of its residence.

2. The Proposer warrants that the information provided in this Proposal is true, correct, and reliable for purposes of evaluation for contract award.

3. The Proposer, including any person assisting with the creation of this Proposal, has arrived at this Proposal independently and the Proposal has been created without colluding with any other person, company, or parties that have or will submit a proposal under this solicitation; and the Proposal has in all respects been created fairly without any fraud or dishonesty. The Proposer has not directly or indirectly entered into any agreement or arrangement with any person or business in an effort to influence any part of this solicitation or operations of a resulting contract; and the Proposer has not taken any action in restraint of free trade or competitiveness in connection with this solicitation. Additionally, if Proposer has worked with a consultant on the Proposal, the consultant (an individual or a company) has not assisted any other entity that has submitted or will submit a proposal for this solicitation.

4. To the best of its knowledge and belief, and except as otherwise disclosed in the Proposal, there are no relevant facts or circumstances which could give rise to an organizational conflict of interest. An organizational conflict of interest exists when a vendor has an unfair competitive advantage or the vendor’s objectivity in performing the contract is, or might be, impaired.

5. The contents of the Proposal have not been communicated by the Proposer or its employees or agents to any person not an employee or legally authorized agent of the Proposer and will not be communicated to any such persons prior to Due Date of this solicitation.

6. If awarded a contract, the Proposer will provide to Sourcewell Participating Entities the equipment, products, and services in accordance with the terms, conditions, and scope of a resulting contract.

7. The Proposer possesses, or will possess before delivering any equipment, products, or services, all applicable licenses or certifications necessary to deliver such equipment, products, or services under any resulting contract.

8. The Proposer agrees to deliver equipment, products, and services through valid contracts, purchase orders, or means that are acceptable to Sourcewell Members. Unless otherwise agreed to, the Proposer must provide only new and first-quality products and related services to Sourcewell Members under an awarded Contract.

9. The Proposer will comply with all applicable provisions of federal, state, and local laws, regulations, rules, and orders.

10. The Proposer understands that Sourcewell will reject RFP proposals that are marked "confidential" (or "nonpublic," etc.), either substantially or in their entirety. Under Minnesota Statutes Section 13.591, subdivision 4, all proposals are considered nonpublic data until the evaluation is complete and a Contract is awarded. At that point, proposals become public data. Minnesota Statutes Section 13.37 permits only certain narrowly defined data to be considered a "trade secret," and thus nonpublic data under Minnesota's Data Practices Act.

11. Proposer its employees, agents, and subcontractors are not:
    1. Included on the “Specially Designated Nationals and Blocked Persons” list maintained by the Office of Foreign Assets Control of the United States Department of the Treasury found at: https://www.treasury.gov/ofac/downloads/sdnlist.pdf;

    2. Included on the government-wide exclusions lists in the United States System for Award Management found at: https://sam.gov/SAM/; or

    3. Presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from programs operated

by the State of Minnesota; the United States federal government or the Canadian government, as applicable; or any Participating Entity. Vendor certifies and warrants that neither it nor its principals have been convicted of a criminal offense related to the subject matter of this solicitation.

☑ By checking this box I acknowledge that I am bound by the terms of the Proposer's Affidavit, have the legal authority to submit this Proposal on behalf of the Proposer, and that this electronic acknowledgment has the same legal effect, validity, and enforceability as if I had hand signed the Proposal. This signature will not be denied such legal effect, validity, or enforceability solely because an electronic signature or electronic record was used in its formation. - Kenneth Maum, Senior Proposal Manager, Axon

The Proposer declares that there is an actual or potential Conflict of Interest relating to the preparation of its submission, and/or the Proposer foresees an actual or potential Conflict of Interest in performing the contractual obligations contemplated in the bid.

○ **Yes** ◉ **No**

The Bidder acknowledges and agrees that the addendum/addenda below form part of the Bid Document.

Check the box in the column "**I have reviewed this addendum"** below to acknowledge each of the addenda.

File Name	I have reviewed the below addendum and attachments (if applicable)	Pages
Addendum_11_RFP_101223_Public_Safety_Surveillance Thu October 5 2023 08:32 AM	☑	3
Addendum_10_RFP_101223_Public_Safety_Surveillance Mon October 2 2023 03:56 PM	☑	1
Addendum_9_RFP_101223_Public_Safety_Surveillance Tue September 26 2023 03:16 PM	☑	1
Addendum_8_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 04:09 PM	☑	1
Addendum_7_RFP_101223_Public_Safety_Surveillance Thu September 21 2023 07:35 AM	☑	1
Addendum_6_RFP_101223_Public_Safety_Surveillance Wed September 20 2023 12:49 PM	☑	1
Addendum_5_RFP_101223_Public_Safety_Surveillance Mon September 18 2023 03:49 PM	☑	1
Addendum_4_RFP_101223_Public_Safety_Surveillance Fri September 15 2023 10:52 AM	☑	1
Addendum_3_RFP_101223_Public_Safety_Surveillance Tue September 5 2023 03:47 PM	☑	1
Addendum_2_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 01:53 PM	☑	2
Addendum_1_RFP_101223_Public_Safety_Surveillance Fri August 25 2023 11:11 AM	☑	2

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AMENDMENT #1
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below (Effective Date) by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

Supplier requested that its Canadian affiliate, Axon Public Safety Canada, Inc., be named as an additional Contract holder.

Therefore, the parties agree that as of the effective date of this Amendment, the named Contract holder "Axon Enterprise, Inc." in Contract # 101223-AXN will be replaced with "Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc."

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

By: Signed by: Jeremy Schwartz C0FD2A139D06489...

Jeremy Schwartz, Chief Procurement Officer

Date: 2/4/2025 | 10:39 AM CST

Axon Enterprise, Inc. and it's Canadian affiliate Axon Public Safety Canada, Inc.

By: Signed by: 55DAEBB131A4424...

Robert Driscoll, VP, Assoc. General Counsel

Date: 2/4/2025 | 9:07 AM MST

Docusign Envelope ID: 1A21341D-D25A-412C-81D8-C665C6D2E5C5

AMENDMENT #2
TO
CONTRACT # 101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier), collectively referred to as "parties."

Sourcewell awarded a contract to the Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027 (Contract).

On April 28, 2025, the parties signed a Price and Product Change Request (PNP) amendment to expand Supplier's product range to offer additional configuration choices for existing products.

NOW, THEREFORE, the parties wish to amend the Contract to add certain appendices related to that PNP, which are attached and incorporated into this Amendment, specifically:

a. Appendix for AI Technology
b. Dedrone Product Appendix

Except as amended by this Amendment, the Contract remains in full force and effect.

Sourcewell

Signed by:
By: Jeremy Schwartz
C0FD2A139D06489...
Jeremy Schwartz, Chief Procurement Officer

Date: 5/11/2025 | 10:31 PM CDT

Axon Enterprise, Inc. and its Canadian affiliate Axon Public Safety Canada, Inc.

Signed by:
By: Robert E. Driscoll Jr.
55DAEBB131A4424...
Robert Driscoll, VP, Assoc. General Counsel

Date: 5/7/2025 | 2:44 PM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AMENDMENT #3
TO
CONTRACT #101223-AXN

THIS AMENDMENT is effective upon the date of the last signature below by and between **Sourcewell** and **Axon Enterprise, Inc.** (Supplier).

Sourcewell entered into a contract (101233-AXN) with Supplier to provide Public Safety Video Surveillance Solutions with Related Equipment, Software, and Accessories to Sourcewell and its Participating Entities, effective February 6, 2024, through December 15, 2027.

The Parties wish to incorporate further changes into the Contract in order to add additional products and services.

The Parties therefore agree as follows:

> The attached and incorporated appendices are hereby replaced in their entirety within the Contract: ALPR Appendix (replacing Axon Fleet Appendix).

Except as amended, the Contract remains in full force and effect.

Sourcewell

Signed by: Jeremy Schwartz C0FD2A139D06489...

By: _____

Jeremy Schwartz
Chief Operating Officer

Date: 8/12/2025 | 4:12 PM CDT

Axon Enterprise, Inc.

Signed by: 55DAEBB131A4424...

By: _____

Robert E. Driscoll
Deputy Corporate Counsel

Date: 8/14/2025 | 11:27 AM MST

Docusign Envelope ID: 9BEAD083-1BAE-4F09-82F5-26B263E389C2

AXON ALPR APPENDIX

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, "**Axon Fleet**") or Axon Outpost or Axon Lightpost (collectively all "ALPR Products") is included on the Quote, this Appendix applies.

Customer Responsibilities.

1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer's representations are inaccurate, the Quote is subject to change.
2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule.

Third-party Installer. Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

1. **Upgrade.** If Customer has no outstanding payment obligations and has purchased the "Fleet Technology Assurance Plan" (Fleet TAP) or "Outpost Technology Assurance Plan" (Outpost TAP) or any lightpost extended warranty or refresh, Axon will provide Customer with the same or like model of applicable Axon Devices included in the applicable TAP ("Axon Upgrade") as scheduled on the Quote.
2. If Customer would like to change models for the Axon Upgrade, Customer must pay the difference between the MSRP for the offered Axon Upgrade and the MSRP for the model desired. The MSRP is the MSRP in effect at the time of the upgrade. Customer is responsible for the removal of previously installed hardware and installation of the Axon Upgrade.
3. Within thirty (30) days of receiving the Axon Upgrade, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon, including serial numbers of the destroyed Axon Devices. If Customer does not destroy or return the Axon Devices to Axon, Axon will deactivate the serial numbers for the Axon Devices received by Customer.

Axon Fleet Specific Terms.

1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint's end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its

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partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon's acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.

2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription.
3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Vehicle Software.

Axon Outpost Specific Terms.

1. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.
2. **Installation.** Customer will adhere to the installation requirements as agreed in the Outpost SOW.

Axon Lightpost Specific Terms.

1. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.

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2. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
3. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

Wireless Offload Server.

1. **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
2. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
3. **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.

WOS Support. Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.

1. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.5.

Date: November 26, 2025

To: Honorable Mayor and Troy City Council Members

From: Frank Nastasi, City Manager
Lori Grigg Bluhm, City Attorney
Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
G. Scott Finlay, City Engineer
Allan T. Motzny, Assistant City Attorney

Subject: Proposed Consent Judgment for Troy v. Denha

For the Rochester Road Improvement Project, the City needed to acquire a 32-foot strip of property owned by Defendants Rocky and Noor Denha located at 5335 Rochester Road. The City also needed to secure a 15-foot-wide public utility easement and a temporary construction easement. In February 2024, the City hired an independent appraiser to value the property required for the Project, and subsequently made a good faith offer to the owners. Since the negotiations were unsuccessful, the City filed a condemnation lawsuit on August 22, 2024, and the Judge granted the City's request for possession of the property. The Judge did not determine the ultimate value of the property taken, since this is a jury decision under the condemnation laws. Since that time, the parties proceeded through discovery and appraisal exchanges. The City's independent appraisal valued the property at $217,000. The Denhas' appraiser valued it at $1,155,000.

The trial court judge required the parties to facilitate the case, which was handled by Thomas J. McCarthy, an attorney who has many years' experience handling condemnation cases, representing both public entities and property owners. As a result of the facilitation, McCarthy recommends a settlement of the condemnation case, which is set forth in the attached proposed Consent Judgment. If approved, the City would pay the property owners a total just compensation of $598,623 (inclusive of the $190,000 previously paid, leaving a balance of $408,623). Michigan condemnation law also requires the City to pay the attorney fees, interest and costs to the property owners, which are set forth in the proposed attached consent judgment.

The property owner has agreed to the facilitated settlement. If the City rejects the proposed Consent Judgment, then the case will proceed to jury trial, where the jury could agree with the property owner's appraiser. This would result in additional costs for the City, including the additional fees of both appraisers and other expert witnesses and attorney fees and statutory interest. In light of this, we recommend approval of the attached Consent Judgment, which would finalize this condemnation case. The majority of the settlement will come from federal

funds, since the Rochester Road project is federally funded, and payment would come from General Ledger Account Number 401.449.202.989.022065.

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

Suggested Resolution:
RESOLVED; That Troy City Council hereby **APPROVES** the proposed Consent Judgment in the City of Troy v Rocky and Noor Denha condemnation case, Oakland County Circuit Court case number 2024-209375 CC, and **AUTHORIZES** payment in the amounts stated therein from Account Number 401.449.202.989.022065, and **FURTHER AUTHORIZES** the City Attorney or designee to execute the document on behalf of the City of Troy; a copy of the Consent Judgment is to be **ATTACHED** to the original Minutes of this meeting.

STATE OF MICHIGAN
OAKLAND COUNTY CIRCUIT COURT

CITY OF TROY, a Michigan Municipal Corporation,

Plaintiffs,

v

Case No. 2024-209375-CC
HON. JEFFREY S. MATIS

ROCKY DENHA, *et al.,*

Defendants.

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

Stephon B. Bagne (P54042)
Clark Hill, PLC
Attorneys for Rocky and Noor Denha
220 Park Street, Ste. 200
Birmingham, MI 48009
(313) 965-8897
sbagne@clarkhill.com

CONSENT JUDGMENT

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

on:_____
Present: HONORABLE JEFFREY S. MATIS

This action is before the Court on the parties' Stipulation, set forth below. The Court is advised and takes notice of the following:

A. This is a condemnation action that Plaintiff City of Troy (City) filed to exercise eminent domain and acquire certain rights in property owned by Defendants Rocky and Noor Denha (Denhas), namely a right of way acquisition, a public utility easement, and a grading and temporary construction permit.

B. The City acquired the aforesaid rights by operation of law, as provided in this Court's October 30, 2024 Stipulated Order for Payment of Estimated Compensation and Surrender of Possession and Vesting of Title, which was recorded on October 31, 2025 at Liber 59763, Page 18 of the Oakland County records (the "Title Order").

C. The issue remaining was the amount the City is required to pay to the Denhas as "just compensation" for the property rights so acquired. The parties as a result of a facilitative mediation that took place on November 7, 2025 have agreed on an amount that represents "just compensation" and on other relief, and request that the Court enter this Consent Judgment to implement and memorialize their agreement and close this case.

The Court, being so advised, and based on the case file and applicable law, therefore **ORDERS** and **ADJUDGES** as follows:

1. The Title Order, which includes provisions governing issues like construction, access, and restoration, remains in full force and effect, is incorporated by reference into this Consent Judgment, shall survive entry of this Consent Judgment, shall continue in effect, and the Court shall retain jurisdiction to enforce it

2. The City shall pay to the Denhas final just compensation in the amount of $598,623 less compensation previously paid in the amount of $190,000.00, resulting in additional just compensation totaling $408,623.00 (the "Additional Compensation").

3. Pursuant to MCL 213.66, the City shall reimburse the Denhas their appraisal and other expert witness fees in the amount of $24,486.79 (the "Appraisal Reimbursement").

4. Pursuant to MCL 213.65 the City shall pay the Denhas interest in the amount of $32,209.30.

5. Pursuant to MCL 213.66, the City shall reimburse the Denhas for attorney fees incurred in the amount of $136,207.67 plus 1/3 of the total amount of interest as set forth in paragraph 2, for a total amount of $146,944.10 (the "Attorney Fee Reimbursement").

6. All payments set forth in this Judgment totaling $612,263.19 shall be paid with one check payable to Clark Hill Client IOLTA delivered by the City to Clark Hill PLC, within 21 days of the date of this Judgment.

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

HONORABLE JEFFREY S. MATIS

STIPULATION FOR ENTRY OF CONSENT JUDGMENT

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

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

Stephon B. Bagne (P54042)
Clark Hill, PLC
Attorney for Rocky and Noor Denha
220 Park Street, Ste. 200
Birmingham, MI 48009
(313) 965-8897
sbagne@clarkhill.com

Dated:_____ Dated:_____

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.6.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller

Subject: Designation of Act 51 Street Administrator

Act 51 (Public Act of 1951) requires that the local governing body designate a Street Administrator to represent the municipality in transactions with the Michigan Department of Transportation. In Troy, the City Manager has historically performed this function; the attached resolution designates City Manager, Frank Nastasi, as the single Street Administrator for the City of Troy.

Suggested Resolution:

WHEREAS, Section 13(9) of Act 51, Public Act of 1951 requires that each incorporated city and village (to which funds are returned under the provisions of this section) designate a single Street Administrator who shall be responsible for and shall represent the municipality in transactions with the Michigan Department of Transportation pursuant to this act; and,

WHEREAS, The Street Administrator shall be responsible for and coordinate street improvements, maintenance, traffic operations work, and the development, construction, or repair of off-street parking facilities and construction or repair of street lighting; and,

WHEREAS, It has historically been the City Manager who serves as the designated Street Administrator for the City of Troy;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DESIGNATES** City Manager, Frank Nastasi, as the single Street Administrator for the City of Troy in all

transactions with the Michigan Department of Transportation.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.7.

Date: November 26, 2025

To: Frank Nastasi, City Manager

From: Bob Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer/Traffic Engineer

Subject: Traffic Committee Recommendations — November 19, 2025

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4. Request for Traffic Control – Estates of Willowbrook

BE IT RESOLVED, that the Sandpiper Drive Approach at Osprey Drive be modified from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, that the Osprey Drive Approach at Macaw Drive be modified from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, that the Dexter Drive Approach at Wayfarer Drive be modified from UNCONTROLLED to STOP CONTROLLED

Suggested Resolution:
BE IT RESOLVED, That the Sandpiper Drive Approach at Osprey Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, That the Osprey Drive Approach at Macaw Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, That the Dexter Drive Approach at Wayfarer Drive **BE MODIFIED** from UNCONTROLLED to STOP CONTROLLED.

A regular meeting of the Troy Traffic Committee was held on Wednesday, November 19, 2025, in the Lower-Level Conference Room at Troy City Hall. Pete Zigenfelder called the meeting to order at 7:30 p.m.

1. Roll Call

Present: Timothy Battle
Dale Christiansen
Al Petrulis
Justin Rose
Abi Swaminathan
Pete Ziegenfelder

Absent: Shama Kenkre

Also present: G. Scott Finlay, City Engineer
Deputy Fire Chief, Michael Koehler
Sgt. Brian Warzecha, Police Department
Merissa Clark, Administrative Assistant

2. Minutes – October 15, 2025, Traffic Committee

Resolution # 2025-11-18
Moved by Rose
Seconded by Battle

To approve the October 15, 2025 minutes as printed.

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for Traffic Control – Estates of Willowbrook

The Estates of Willowbrook Site Condominiums have been completed. All intersections within this development were reviewed for intersection control. OHM provided a detailed study attached and made the following recommendations: A YIELD sign on the Sandpiper Drive approach of the Osprey Drive at Sandpiper Drive intersection, implementing a STOP sign on the Osprey Drive approach at the Macaw Drive at Osprey Drive intersection, and on the Dexter Drive approach at the Wayfarer Drive at Dexter Drive intersection. Lastly, the

Dexter Drive approach at the Macaw Drive intersection should be converted from a STOP sign to a YIELD sign.

Traffic Committee received two emails in favor of theses changes.

Discussion was had about weather or not the signs should be Yield or Stop amongst the board members, it was also pointed out that mixed signs on one street could be confusing, and all Stop signs would be best.

Resolution # 2025-11-19
Moved by Rose
Seconded by Christiansen

BE IT RESOLVED, that the Sandpiper Drive Approach at Osprey Drive be modified from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, that the Osprey Drive Approach at Macaw Drive be modified from UNCONTROLLED to STOP CONTROLLED.

BE IT RESOLVED, that the Dexter Drive Approach at Wayfarer Drive be modified from UNCONTROLLED to STOP CONTROLLED.

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

5. 2025 Traffic Committee Meeting Schedule

According to the City of Troy Traffic Committee By-Laws, Article IV – Meetings:

"Regular meetings will be held on the third Wednesday of each month at 7:30 p.m. at the Troy City Hall, 500 West Big Beaver Road, Troy, Michigan."

There are no other by-laws or procedures that establish the actual dates of the meetings, but an annual calendar of meetings is published by the City so meeting dates need to be set for this purpose.

Resolution # 2025-11-20
Moved by Rose
Seconded by Battle

RESOLVED, that the Traffic Committee SHALL HOLD Regular Meetings in 2026 according to the following schedule at 7:30 PM:

- Wednesday, January 21
- Wednesday, February 18
- Wednesday, March 18
- Wednesday, April 15
- Wednesday, May 20
- Wednesday, June 17
- Wednesday, July 15
- August – NO MEETING
- Wednesday, September 16
- Wednesday, October 21
- Wednesday, November 18
- December – NO MEETING

Yes: Battle, Christiansen, Petrulis, Rose, Swaminathan, Ziegenfelder
No: None
Absent: Kenkre

MOTION CARRIED

6. Public Comment

A student introduced himself to the board, and explained he is attending for his High School AP class.

7. Other Business

No other business.

8. Adjourn

The meeting adjourned at 7:37 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2025\19_November_20251119_Minutes_Traffic Committee DRAFT

October 27, 2025

Mr. Scott G Finlay, PE
City Engineer
City of Troy
500 W. Big Beaver Rd
Troy, MI 48084

RE: Traffic Control Recommendation for the Estates of Willowbrook

Dear Mr. Finlay:

As requested, we have reviewed four intersections within the Estates of Willowbrook subdivision to determine the proper traffic control. The intersections include Osprey Drive at Sandpiper Drive, Macaw Drive at Osprey Drive, Macaw Drive at Dexter Drive, and Wayfarer Drive at Dexter Drive. All of the study intersections are three legged intersections located in the City of Troy. The speed limit on all streets under investigation is 25 mph. The intersections of Osprey Drive at Sandpiper Drive, Macaw Drive at Osprey Drive, and Wayfarer Drive at Dexter Drive do not have any stop-controlled approaches. The intersection of Macaw Drive at Dexter Drive has the Dexter Drive approach under stop control, while the Macaw Drive approaches are uncontrolled under existing conditions. Attached are aerial and intersection photos.

Types of Roadways

Osprey Drive, Macaw Drive, Dexter Drive, and Wayfarer Drive are considered local streets. Osprey Drive and Dexter Drive run east to west. Osprey Drive offers access to the neighborhood off of John R Road. Dexter Drive offers access to the neighborhood between Macaw Drive and Wayfarer Drive. Macaw Drive and Wayfarer Drive run north to south. Wayfarer Drive offers access to the neighborhood off of Wattles Road. Macaw Drive offers access within the neighborhood.

The surrounding land use is entirely single-family residential. On-street parking is permitted on the north side of Osprey Drive, the west side of Macaw Drive, the south side of Dexter Drive, and the west side of Wayfarer Drive. There is no clear major versus minor street. However, for the purpose of analysis Sandpiper Drive at the intersection of Osprey Drive at Sandpiper Drive, Osprey Drive at the intersection of Macaw Drive at Osprey Drive, and Dexter Drive at both the Macaw Drive at Dexter Drive and Wayfarer Drive at Dexter Drive are presumed to be the minor roads. All of these study streets serve as key routes throughout the neighborhood.

Traffic Control Analyses

Traffic control analyses described herein adheres to the requirements presented in the Michigan Manual on Uniform Traffic Control Devices (MMUTCD) that are considered mandates of state law. A reference document explaining the background behind the analyses is attached to this memo.

Crash Analysis

Based on information obtained through the Traffic Improvement Association of Michigan, there were no crashes recorded in the past full five (5) years within a 250' radius of any of the intersections. The crash history does not constitute a compelling case for modifying the existing controls.

OHM Advisors
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Traffic Volumes

Traffic counts were not collected in the vicinity of the intersections. Traffic volumes in residential areas are predominantly driven by the number of single-family residential homes in the neighborhood. Based on the residential nature and the number of homes in the surrounding area it is highly improbable that this location would satisfy any of the minimum volume warrants for an all-way STOP (see attached Reference Guide).

It is therefore extremely unlikely that the major roads at any of the intersections meets and sustains the 300 vehicles per hour threshold for a minimum of 8 hours. The combined vehicular, pedestrian, and bicycle volumes entering from any of the minor roads of the intersections are similarly unlikely to average at least 200 units for any 8 hours. Additionally, since the posted speed limit is only 25mph, it is reasonable to assume that the 85th percentile approach speed does not exceed 40mph on either road; thus, the minimum vehicular volume warrants cannot be discounted to 70 percent of the values described previously. Finally, the study intersections are likely to fall significantly shy even of the reduced 80 percent volumes, based on expected trip generation for this neighborhood. Therefore, the minimum volume criteria for an all-way STOP has not likely been met.

Approach Speed Limits

The approach speed limit on all study road are 25mph. Speed limits alone cannot be used in this case to determine which direction of traffic should be assigned the right-of-way.

Sight Distance

The major potential sight distance obstruction at the intersection of Osprey Drive at Sandpiper Drive for a motorist traveling northbound on Sandpiper Drive would be the house corner on the southeast quadrant and vegetation on the southwest quadrant of the intersection.

The major potential sight distance obstruction at the intersection of Macaw Drive at Osprey Drive for a motorist traveling eastbound on Osprey Drive would be the house corners on the northwest and southwest quadrants of the intersection.

The major potential sight distance obstruction at the intersection of Macaw Drive at Dexter Drive for a motorist traveling westbound on Dexter Drive would be the house corners on the northeast and southeast quadrants of the intersection.

The major potential sight distance obstruction at the intersection of Wayfarer Drive at Dexter Drive for a motorist traveling eastbound on Dexter Drive would be the vegetation on the northwest and southwest quadrants of the intersection.

These obstructions impact the calculated safe approach speeds for the intersection. The safe approach speed is the speed at which a vehicle can approach an intersection and still stop in time to avoid a collision with a vehicle seen on the cross street.

When the safe approach speed is found to be 10 mph or less, a STOP sign is recommended. When the safe approach speed is found to be more than 10 mph, a YIELD sign is recommended. Table 1 below shows the safe approach speeds, dictating obstruction, and recommended traffic control for the minor road approach per intersection. The safe approach speed calculation spreadsheets for the intersections is attached for reference.

Table 1. Recommended Traffic Control

Intersection	Safe Approach Speed (mph)	Obstruction / Quadrant	Recommended Traffic Control
Osprey at Sandpiper	14.2	Vegetation / SW	YIELD
Macaw at Osprey	9.0	House Corner / SW	STOP
Macaw at Dexter	15.4	House Corner / SE	YIELD
Wayfarer at Dexter	7.4	Vegetation / SW	STOP

Recommendation

The preceding analysis did not determine that any criteria were met for all-way STOP-control. The safe approach speed calculations suggested YIELD-control would be appropriate for the minor street approaches at the intersections of Osprey Drive at Sandpiper Drive and Macaw Drive at Dexter Drive. The safe approach speed calculations suggested STOP-control would be appropriate for the minor street approaches at the intersections of Macaw Drive at Osprey Drive and Wayfarer Drive at Dexter Drive.

OHM recommends implementing a YIELD sign on the Sandpiper Drive approach of the Osprey Drive at Sandpiper Drive intersection, implementing a STOP sign on the Osprey Drive approach at the Macaw Drive at Osprey Drive intersection and on the Dexter Drive approach at the Wayfarer Drive at Dexter Drive intersection. Lastly, the approach of Dexter Drive at the Macaw Drive at Dexter Drive intersection should be converted from the existing STOP sign to a YIELD sign. The intersection should be reevaluated if traffic volumes increase or crashes begin to occur.

Sincerely,
OHM Advisors

Lauren Hull

Lauren Hull, PE, RSP$_1$
Traffic Engineer

Attachments:

- Aerial Photos
- Safe Approach Speed Calculation Spreadsheets
- Intersection Photos
- Traffic Control Determination Reference Guide

OHM Advisors®
34000 PLYMOUTH ROAD
LIVONIA, MICHIGAN 48150
T 734.522.6711
F 734.522.6427
OHM-Advisors.com

Osprey Dr
Sandpiper Dr

Osprey Dr
Mirasew Dr

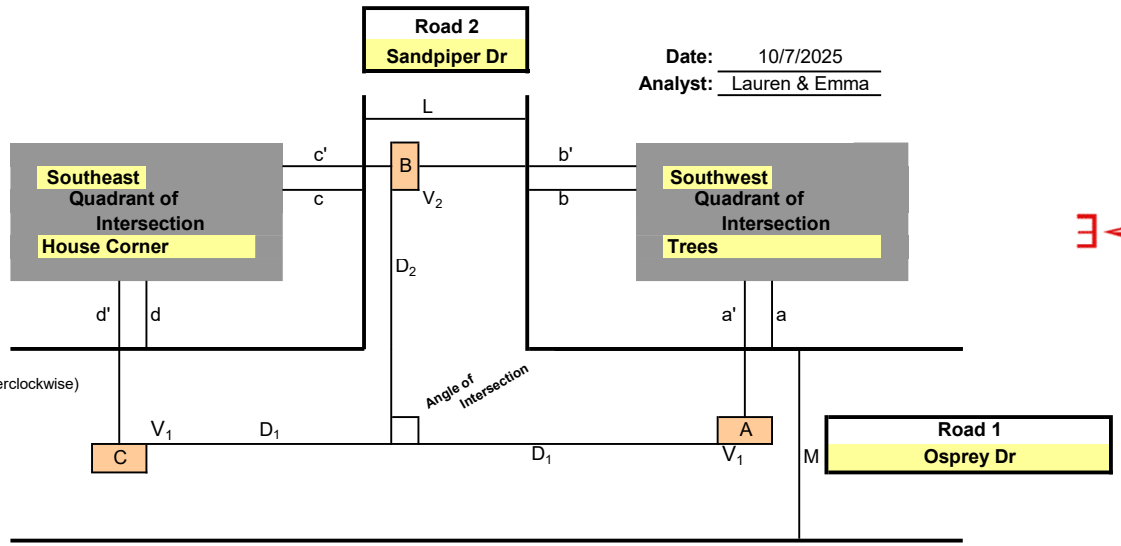
Dexter Dr
Mission Dr

Dexter Dr
Wayfarer Dr

Safe Approach Speed Calculation

Osprey Dr and Sandpiper Dr
City of Troy

Date: 10/7/2025
Analyst: Lauren & Emma



Measured:

Width of Roads
- Road 1 = 26 (ft)
- Road 2 = 26 (ft)

Distance to Obstruction
- a = 48 (ft)
- b = 33.5 (ft)
- c = 48 (ft)
- d = 38.5 (ft)

Angle of Intersection
- Delta = 90 (degrees, measure counterclockwise)

Road 1 Posted
- Speed Limit = 25 (mph)

Assumed:

Speed of Vehicle A = Speed of Vehicle C
= Posted Speed Limit on Road 1
- \+ 5 (mph)
- V_1 = 30 (mph)

Perception / Reaction Time (AASHTO)
- t = 2.5 (sec)

Deceleration rate (AASHTO)
- A = 11.20

Clearance distance in excess of safe stopping distance (AAA)
- EC = 0 (ft)

Intermediate Calculations:

D_1 =	196	a' =	54
D_{2A} =	71.2	b' =	47.5
D_{2C} =	73.7	c' =	54
		d' =	52.5

Based On $D_1 = (1.075\ V_1^{\ 2} / A) + 1.4667\ V_1\ t + EC$

$D_{2A} = \frac{a' * D_1}{(D_1 - b')}$ or $D_{2C} = \frac{c' * D_1}{(D_1 - d')}$

Calculated Safe Approach Speed for Vehicle B
Approaching on Road 2

TRUE: 14.2 (mph) [Based on Veh. A]
FALSE: or V_2 = 14.6 (mph) [Based on Veh. C]

Notes:
- Enter field measurements in yellow highlighted area.
- Blue fields are std. default values; change only for cause.
- Calculated by spreadsheet

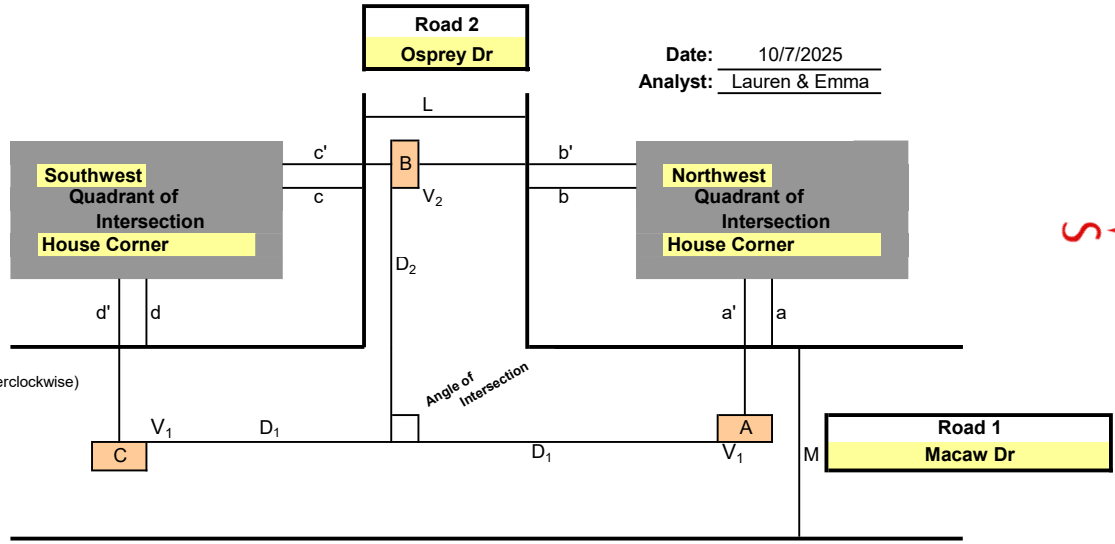
Threshold of Safe Approach Speed (AAA, FHWA & NSC)
- to Recommend STOP Control 10.0 (mph)
- to Recommend YIELD Control 25.0 (mph)
- Otherwise Recommends NO CONTROL.

Recommended ROW control for Road 2
based on safe approach speed : YIELD SIGN

Safe Approach Speed Calculation

Macaw Dr and Osprey Dr
City of Troy

Date: 10/7/2025
Analyst: Lauren & Emma



Measured:

Width of Roads
- Road 1 = 26 (ft)
- Road 2 = 26 (ft)

Distance to Obstruction
- a = 50.2 (ft)
- b = 20.5 (ft)
- c = 21.5 (ft)
- d = 50.2 (ft)

Angle of Intersection
- Delta = 90 (degrees, measure counterclockwise)

Road 1 Posted
- Speed Limit = 25 (mph)

Assumed:

Speed of Vehicle A = Speed of Vehicle C
= Posted Speed Limit on Road 1
- \+ 5 (mph)
- V_1 = 30 (mph)

Perception / Reaction Time (AASHTO)
- t = 2.5 (sec)

Deceleration rate (AASHTO)
- A = 11.20

Clearance distance in excess of safe stopping distance (AAA)
- EC = 0 (ft)

Intermediate Calculations:

D_1 =	196	a' =	56.2
D_{2A} =	68.2	b' =	34.5
D_{2C} =	40.9	c' =	27.5
		d' =	64.2

Based On $D_1 = (1.075\ V_1^{\ 2} / A) + 1.4667\ V_1\ t + EC$

$D_{2A} = \frac{a' * D_1}{(D_1 - b')}$ or $D_{2C} = \frac{c' * D_1}{(D_1 - d')}$

Calculated Safe Approach Speed for Vehicle B
Approaching on Road 2

FALSE 13.7 (mph) [Based on Veh. A]
FALSE or V_2 = 9.0 (mph) [Based on Veh. C]

Notes:
- Enter field measurements in yellow highlighted area.
- Blue fields are std. default values; change only for cause.
- Calculated by spreadsheet

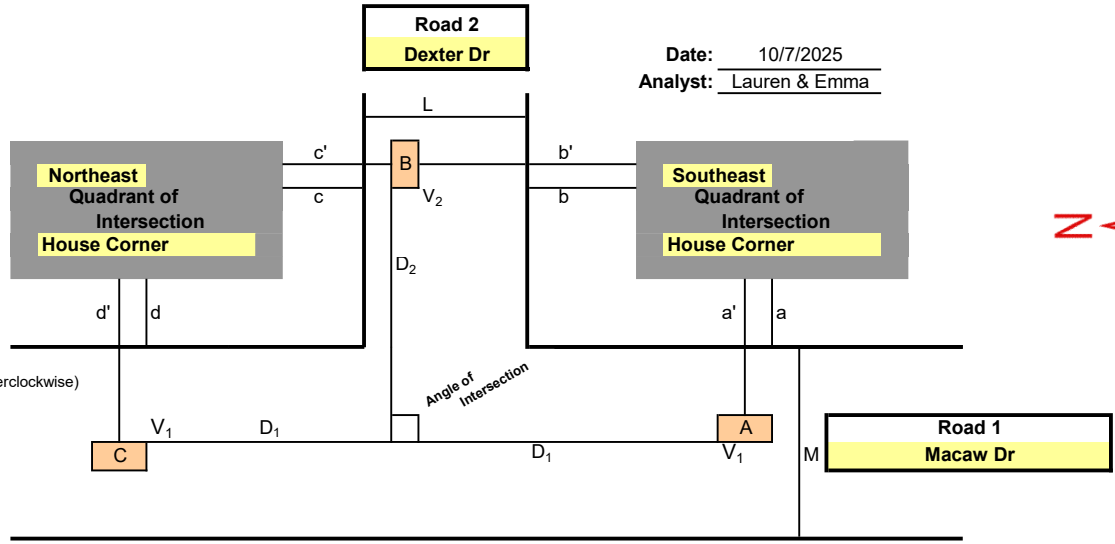
Threshold of Safe Approach Speed (AAA, FHWA & NSC)
- to Recommend STOP Control 10.0 (mph)
- to Recommend YIELD Control 25.0 (mph)
- Otherwise Recommends NO CONTROL.

Recommended ROW control for Road 2
based on safe approach speed : STOP Sign

Safe Approach Speed Calculation

Macaw Dr and Dexter Dr
City of Troy

Date: 10/7/2025
Analyst: Lauren & Emma



Measured:

Width of Roads

Road 1 =	26	(ft)
Road 2 =	26	(ft)

Distance to Obstruction

a =	48	(ft)
b =	48.5	(ft)
c =	48.5	(ft)
d =	48	(ft)

Angle of Intersection

Delta =	90	(degrees, measure counterclockwise)

Road 1 Posted

Speed Limit =	25	(mph)

Assumed:

Speed of Vehicle A = Speed of Vehicle C
= Posted Speed Limit on Road 1

+	5	(mph)
V_1 =	30	(mph)

Perception / Reaction Time (AASHTO)

t =	2.5	(sec)

Deceleration rate (AASHTO)

A =	11.20	

Clearance distance in excess of safe stopping distance (AAA)

EC =	0	(ft)

Intermediate Calculations:

D_1 =	196	a' =	54
D_{2A} =	79.2	b' =	62.5
D_{2C} =	79.6	c' =	54.5
		d' =	62

Based On $D_1 = (1.075\ V_1^{\ 2} / A) + 1.4667\ V_1\ t + EC$

$D_{2A} = \frac{a' * D_1}{(D_1 - b')}$ or $D_{2C} = \frac{c' * D_1}{(D_1 - d')}$

Calculated Safe Approach Speed for Vehicle B
Approaching on Road 2

TRUE		15.4	(mph) [Based on Veh. A]
FALSE	or V_2 =	15.5	(mph) [Based on Veh. C]

Notes:
- Enter field measurements in yellow highlighted area.
- Blue fields are std. default values; change only for cause.
- Calculated by spreadsheet

Threshold of Safe Approach Speed (AAA, FHWA & NSC)

to Recommend STOP Control	10.0	(mph)
to Recommend YIELD Control	25.0	(mph)

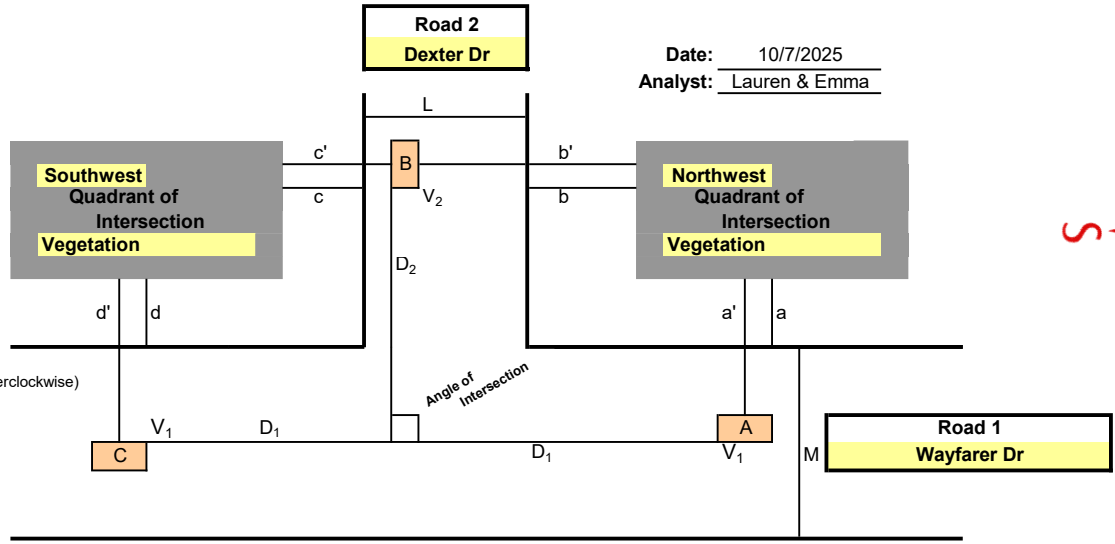
Otherwise Recommends NO CONTROL.

Recommended ROW control for Road 2
based on safe approach speed : **YIELD SIGN**

Safe Approach Speed Calculation

Wayfarer Dr and Dexter Dr
City of Troy

Date: 10/7/2025
Analyst: Lauren & Emma



Measured:

Width of Roads

Road 1 =	27	(ft)
Road 2 =	26	(ft)

Distance to Obstruction

a =	24.2	(ft)
b =	32	(ft)
c =	20	(ft)
d =	24.2	(ft)

Angle of Intersection

Delta =	90	(degrees, measure counterclockwise)

Road 1 Posted

Speed Limit =	25	(mph)

Assumed:

Speed of Vehicle A = Speed of Vehicle C
= Posted Speed Limit on Road 1

+	5	(mph)
V_1 =	30	(mph)

Perception / Reaction Time (AASHTO)

t =	2.5	(sec)

Deceleration rate (AASHTO)

A =	11.20	

Clearance distance in excess of safe stopping distance (AAA)

EC =	0	(ft)

Intermediate Calculations:

D_1 =	196	a' =	30.2
D_{2A} =	39.4	b' =	46
D_{2C} =	32.5	c' =	26
		d' =	39.2

Based On $D_1 = (1.075\ V_1^{\ 2} / A) + 1.4667\ V_1\ t + EC$

$D_{2A} = \frac{a' * D_1}{(D_1 - b')}$ or $D_{2C} = \frac{c' * D_1}{(D_1 - d')}$

Calculated Safe Approach Speed for Vehicle B
Approaching on Road 2

FALSE		8.8	(mph) [Based on Veh. A]
FALSE	or V_2 =	7.4	(mph) [Based on Veh. C]

Notes:
- Enter field measurements in yellow highlighted area.
- Blue fields are std. default values; change only for cause.
- Calculated by spreadsheet

Threshold of Safe Approach Speed (AAA, FHWA & NSC)

to Recommend STOP Control	10.0	(mph)
to Recommend YIELD Control	25.0	(mph)

Otherwise Recommends NO CONTROL.

Recommended ROW control for Road 2
based on safe approach speed : **STOP Sign**

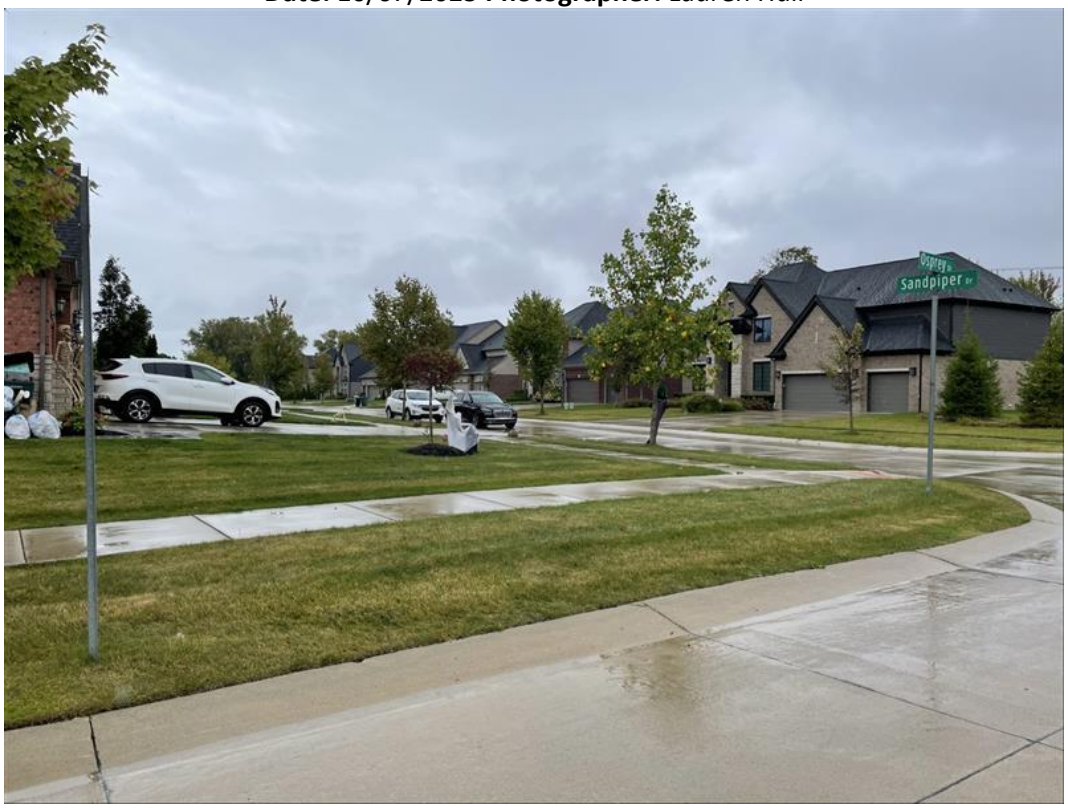
Photograph No. 1: Osprey Drive - Heading East
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 2: Osprey Drive - Heading East Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 3: Sandpiper Drive - Heading North Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 4: Sandpiper Drive - Heading North
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 5: Sandpiper Drive - Heading North Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull



Photograph No. 6: Osprey Drive - Heading West Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 7: Osprey Drive - Heading West
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 8: Macaw Drive - Heading South
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 9: Macaw Drive - Heading South Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 10: Osprey Drive - Heading East Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 11: Osprey Drive - Heading East
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 12: Osprey Drive - Heading East Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 13: Macaw Drive - Heading North Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 14: Macaw Drive - Heading North
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 15: Macaw Drive - Heading South Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 16: Macaw Drive - Heading South
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 17: Macaw Drive - Heading North
Date: 10/07/2025 **Photographer:** Lauren Hull

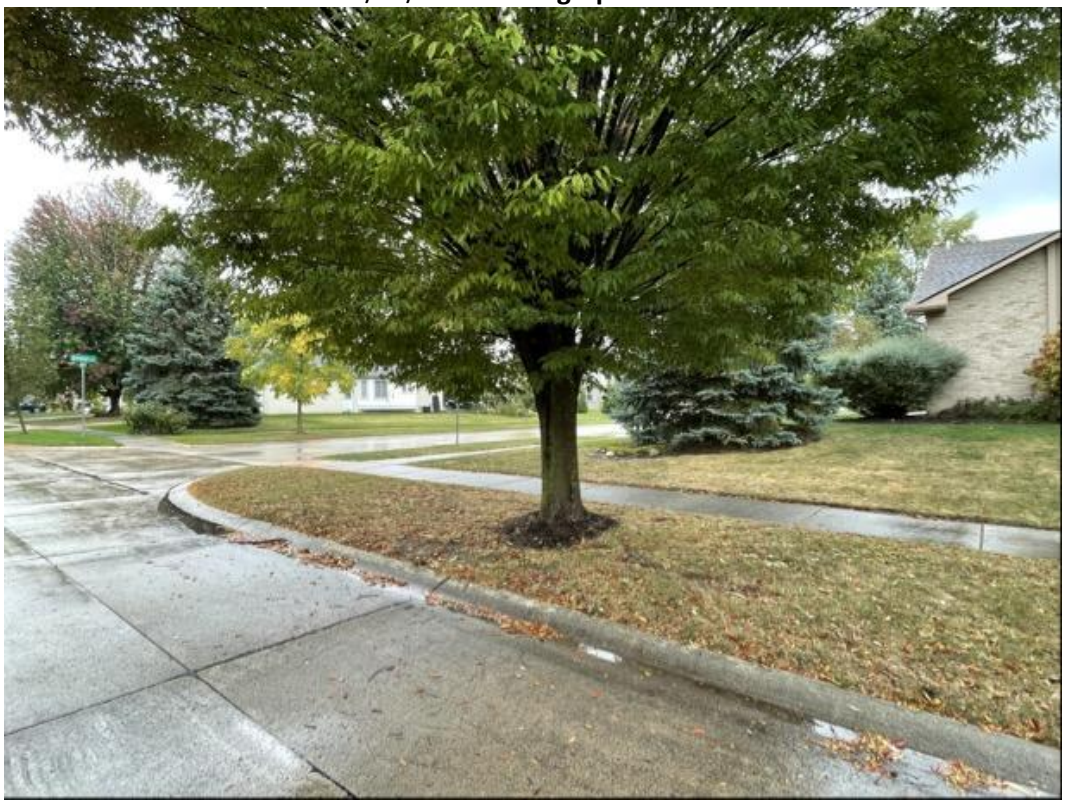
Photograph No. 18: Macaw Drive - Heading North Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 19: Dexter Drive - Heading West Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 20: Dexter Drive - Heading West
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 21: Dexter Drive - Heading West Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 22: Wayfarer Drive - Heading South
Date: 10/07/2025 **Photographer:** Lauren Hull



Photograph No. 23: Wayfarer Drive - Heading South Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 24: Dexter Drive - Heading East Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 25: Dexter Drive - Heading East
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 26: Dexter Drive - Heading East Looking Right
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 27: Wayfarer Drive - Heading North Looking Left
Date: 10/07/2025 **Photographer:** Lauren Hull

Photograph No. 28: Wayfarer Drive - Heading North
Date: 10/07/2025 **Photographer:** Lauren Hull

Reference Guide on Traffic Control Determination in the State of Michigan

Background

This document is intended to be used as a reference guide for performing intersection traffic control studies of intersections on public roadways in Michigan. The document explains the procedure and requirements necessary to implement traffic control at an intersection as stipulated by the Michigan Manual on Uniform Traffic Control Devices (MMUTCD). Act 300 of Public Acts of 1949 (as amended) requires the adoption of this Manual, and further requires conformance to the manual for all state highways, county roads and local streets open to public travel.

Generally, the starting premise is an uncontrolled intersection. The first step would then be to verify if the intersection should remain uncontrolled or if YIELD or STOP controls on the minor street approach(es) should be provided. For locations with higher traffic volumes and /or crash issues, then an evaluation of the location for all-way STOP warrants would be performed. The appropriate analysis for each level of control described below.

YIELD Traffic Control Guidance

The use of a YIELD sign is intended to assign the right-of-way at intersections where it is not usually necessary to stop before proceeding into the intersection. Conversely, the STOP sign is intended for use where it is usually necessary to stop before proceeding into the intersection.

The following conditions should be fully evaluated to determine how the right-of-way should be assigned:

- Traffic Volumes: Normally, the heavier volume of traffic should be given the right-of-way.
- Approach Speeds: The higher speed traffic should normally be given the right-of-way.
- Types of Highways: When a minor highway intersects a major highway, it is usually desirable to control the minor highway.
- Sight Distance: Sight distance across the corners of the intersection is the most important factor and is critical in determining safe approach speeds.

STOP Traffic Control Guidance

Based on the MMUTCD there are four conditions where STOP signs may be warranted:

- At the intersection of a less important road with a main road where application of the normal right-of-way rule is unduly hazardous.
- On a street entering a through highway or street.
- At an unsignalized intersection in a signalized area.
- At other intersections where a combination of high speed, restricted view, or crash records indicate a need for control by the STOP sign.

In many cases STOP signs are installed where they may not be warranted. Traffic experts agree that unnecessary STOP signs:

- Cause accidents they are designed to prevent.
- Breed contempt for other necessary STOP signs.
- Waste millions of gallons of gasoline annually.
- Create added noise and air pollution.
- Increase, rather than decrease, speeds between intersections.

There is also an explicit restriction in the MMUTCD that STOP signs are not to be used for speed control, in Section 2B.04.

Evaluation of All-Way STOP Traffic Control

Based on the MMUTCD there are four conditions where **all-way** STOP signs may be warranted:

A. Where traffic control signals are justified, the multi-way stop is an interim measure that can be installed quickly to control traffic while arrangements are being made for the installation of the traffic control signal.

B. Five or more reported crashes in a 12-month period that are susceptible to correction by a multi-way stop installation. Such crashes include right-turn and left-turn collisions as well as right-angle collisions.

C. Minimum volumes:

1. The vehicular volume entering the intersection from the major street approaches (total of both approaches) averages at least 300 vehicles per hour for any 8 hours of an average day; and

2. The combined vehicular, pedestrian, and bicycle volume entering the intersection from the minor street approaches (total of both approaches) averages at least 200 units per hour for the same 8 hours, with an average delay to minor-street vehicular traffic of at least 30 seconds per vehicle during the highest hour; but

3. If the 85th-percentile approach speed of the major-street traffic exceeds 40 mph, the minimum vehicular volume warrants are 70 percent of the values provided in Items 1 and 2.

D. Where no single criterion is satisfied, but where Criteria B, C.1, and C.2 are all satisfied to 80 percent of the minimum values. Criterion C.3 is excluded from this condition.

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BOARD & COMMITTEE MINUTES COVER SHEET

O.1.a.

Board and Committee Minutes:

O.1.a. Traffic Committee Final Minutes October 15, 2025

ATTACHMENT(S): 20251015 _Minutes_Traffic Committee_Final_Signed

A regular meeting of the Troy Traffic Committee was held Wednesday, October 15, 2025 in the City Council Board Room at Troy City Hall. Al Petrulis called the meeting to order at 7:30 p.m.

1. Roll Call

Present:	Timothy Battle Dale Christiansen Al Petrulis Justin Rose
Absent:	Shama Kenkre Abi Swaminathan Pete Ziegenfelder Deputy Fire Chief, Michael Koehler
Also present:	G. Scott Finlay, City Engineer Sgt. Brian Warzecha, Police Department Merissa Clark, Administrative Assistant

2. Minutes – July 16, 2025 Traffic Committee

Resolution # 2025-10-13
Moved by Christiansen
Seconded by Petrulis

To approve the July 16, 2025 minutes as printed.

Yes:	Battle, Christiansen, Petrulis, Rose
No:	None
Absent:	Kenkre, Swaminathan, Ziegenfelder

MOTION CARRIED

PUBLIC HEARINGS

3. No Public Hearings

REGULAR BUSINESS

4. Request for No Parking – Albany Court at Heritage Drive

Several residents on Albany Court have requested that the NO PARKING ZONE be created on the south side of Albany Court, east of Heritage Drive. They have indicated that there is a safety hazard at Albany Court and Heritage Drive due to parked vehicles blocking visibility. Requesting a No Parking Zone for the first three spots to prevent accidents and protect the school drop-off area.

The Traffic Committee received 1 email in favor.

Mr. Khatri, lives at 3071 Albany, and is in support of the No Parking being installed, because when cars park on the street it causes an obstruction to the flow of traffic.

Mr. O'Herron, lives at 3083 Heritage, and is not in favor of the no parking being installed, and stated that if his work van is in the way he will gladly park somewhere else.

Mr. Rose asked Sgt. Warzecha if the sign would be helpful, Sgt. Warzecha stated it would be helpful and since it's a court it is not heavily trafficked.

Mr. Rose asked if a two-car length No Parking sign was installed if that would be helpful, that way new residents moving in and visitors are aware of it?

Mr. Christiansen thinks it would be helpful, especially with right turns onto Albany Ct.

Mr. Petrulis is concerned that this is a very common intersection, and is wondering if it's really necessary?

Mr. Battle asked if a temporary sign could be installed, Sgt. Warzecha explained that it probably would not help anything in the long run because once removed parking would return.

Mr. O'herron stated he will switch where he parks, and not park his work vehicle in the area that is a problem.

Mr. Rose mentioned that this item could be brought back at a later time if the issue continues.

Mr. Christiansen would like to make a motion to install a "No Parking 30' from intersection"

Mr. Kahtri and Mr. O'herron explained that the street is filled with cars, and that the 30' of No Parking would be great.

Resolution # 2025-10-14
Moved by Rose
Seconded by Battle

BE IT RESOLVED, that **NO CHANGE** be made to the current parking.

Yes:	Battle, Petrulis, Rose
No:	Christiansen
Absent:	Kenkre, Swaminathan, Ziegenfelder

MOTION CARRIED

5. Request for No Parking Zone – Locksley Court at Wolverine Drive

Adam Conrad, homeowner at 2705 Locksley Court, provided the following: Attached is a picture of what we experience when pulling out of Locksley Ct. As you can see, we are completely blind to traffic heading southbound on Wolverine. This picture was my view when pulling this past spring. My other concern is the little kids crossing. There have been times when cars heading southbound on Wolverine turn quickly onto Locksley Court, and they cannot see if little kids are crossing the street.

The Traffic Committee received 2 emails in favor, and 1 voicemail.

Ms. Wolgast lives at 3332 Wolverine, she does not see a reason for this sign to be placed, parking has not been an issue in all the years she has lived here (1988). Thinks it is not fair to all the other neighbors who are not going to be able to have guests park there.

Mr. Conrad lives at 2705 Locksley, and requested this be looked at by the Traffic Committee. He explained how hard it is to see when he and his neighbors (young, old, and new drivers) pull out onto to Wolverine. He thinks the No Parking sign being installed, when the law is already 15' from an intersection, would make this a lot safer for everyone.

Mr. Battle asked how often it happens, and Sgt. Warzecha asked if it's just one car in particular.

Mr. Conrad said no, it is just a place a lot of people like to park.

Mr. Netter, of 3346 Wolverine, asked if this item could also be tabled/no change like the previous item in the Traffic meeting.

Mr. Rose explained that this item is actually more of a safety issue than the other item.

Mr. Netter than asked if a 3-way stop sign could be installed there.

Ms. March of 3318 Wolverine, stated its most likely her son's girlfriend's car and will have her move it and not park there again, she was not aware she needed to be 15' from the intersection.

Mr. Christiansen asked Mr. Finlay if it could just be painted, Mr. Finlay stated he has not heard of that, but maybe yellow paint could be an option.

A resident asked to have the 15' measured on the GIS screen, and Mr. Finlay showed the room it would be about the center of the driveway at 3332 Wolverine.

Ms. March asked about parking on the other side of the intersection (south side of Locksley), and the board explained that 15' from that intersection is also No Parking.

Mr. Christiansen doesn't see an issue with a No Parking to the curb sign being installed, it would just be the 15' that is already required by State Law.

Mr. Petruilis explained that this issue can be pointed out at every intersection, but doesn't seem necessary since it is the law.

Mr. Christiansen made a motion to have two No Parking signs installed, indicating the 15' that

they are not allowed to park in.

Mr. Battle asked the audience if this could be discussed upon neighbors since everyone is now aware of the No Parking 15' from an intersection.

Mr. Battle made a motion for No change to be made at this time.

Resolution # 2025-10-15
Moved by Battle
Seconded by Rose

BE IT RESOLVED, that **NO CHANGE** be made to the current parking.

Yes: Battle, Petrulis, Rose
No: Christiansen
Absent: Kenkre, Swaminathan, Ziegenfelder

MOTION CARRIED

6. Request for No Parking Zone Extension – Adler Court

The Troy School District Transportation Safety Manager has requested that the No Parking Zone around Adler Court be extended north of 4874 Adler Court. The following is the concern raised: Would it be possible to move the "No Parking Ends" sign farther along on the cul-de-sac? As it stands, a car could park legally in the cul-de-sac, which would prevent my buses from safely negotiating the turnaround.

Mr. Chol lives at 4851 Adler Ct, and explained it's the drivers, and the design of the cul-de-sac in this subdivision.

Mr. Rose asked Mr. Finlay if this particular development met City Standards when it was built, Mr. Finlay it was built to our City Standards and explained that the No Parking signs are always installed on the Water Main side in Troy.

Mr. Rose asked if the Fire Trucks are able to make the turns with or without parking.

A resident in the sub stated without parking they can, and that it's the design of the cul-de-sac. Mr. Finlay showed a few existing cul-de-sac's in the area.

Mr. Rose added, that typically buses don't use cul-de-sac's for drop off, but the Mr. Chol explained that they have two special needs children in the sub so they do use the cul-de-sac on school days.

Mr. Chol asked if could be limited to certain days and times?

Sgt. Warzecha pointed out that it would need to be two No Parking signs installed.

The resident at 4862 Adler asked if he could put up a speed limit sign in the subidivsion.

Mr. Christiansen stated that if it's just coming down to parking spots, he doesn't see a reason why the two signs should not be added if it's going to help the bus drivers.

Resolution # 2025-10-16
Moved by Battle
Seconded by Rose

> BE IT RESOLVED, that a NO PARKING ZONE be established in front of 4862 & 4874 Adler Ct on School days between 7:00 AM-9:00AM and 3:00PM-5:00PM.

Yes: Battle, Christiansen, Petrulis, Rose
No: None
Absent: Kenkre, Swaminathan, Ziegenfelder

7. Request for Traffic Control – Warwich Drive at Folkstone Drive

Toby Gosselin of 5190 Folkstone requested that the intersections be reviewed for the purpose of updating the traffic control at the intersection. Toby provided the following comment: We need a Yield Sign for Harwich at Folkstone Drive as soon as possible. There have been several close calls at this intersection as Harwich drivers speed through, failing to yield to oncoming traffic. This is a busy school route in Sylvan Glen subdivision.

Mrs. Pelliccia asked for an explanation on how this was started, how the traffic study was done, and asked how it's determined for how many signs are installed. She also added that the street is very busy street, and very short. She has lived in this subdivision for 40 years and doesn't think a stop sign is needed.

The Traffic Committee read her OHM's recommendation, and explained the process for how this was brought to the committee, and how the study was done.

Mr. Rose explained that he agrees with what OHM suggested about installing a Yield sign at this intersection, and that it would be very clear to the drivers.

Mr. Battle agrees with Mr. Rose and stated that he lives in the area and does see the issue.

> RESOLVED, that the Warwich Drive Approach at Folkstone Drive be modified from UNCONTROLLED to YIELD CONTROLLED.

Resolution # 2025-10-17
Moved by Rose
Seconded by Battle

Yes: Battle, Christiansen, Petrulis, Rose
No: None
Absent: Kenkre, Swaminathan, Ziegenfelder

8. Public Comment

No public comment.

9. Other Business

No other business.

9. Adjourn

The meeting adjourned at 9:05 PM.

Pete Ziegenfelder -Chairperson

G. Scott Finlay, City Engineer/Traffic Engineer

G:\Traffic\aaa Traffic Committee\2025\10_October_20251015_Minutes_Traffic Committee FINAL

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BOARD & COMMITTEE MINUTES COVER SHEET

O.1.b.

Board and Committee Minutes:

O.1.b. Planning Commission Meeting Minutes-Final-October 28, 2025

ATTACHMENT(S): 10 28 2025 FINAL MINUTES

Chair Perakis called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on October 28, 2025, in the Council Chamber of the Troy City Hall. Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure for tonight's meeting.

1. ROLL CALL

Present:
Toby Buechner
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Marianna Perakis

Absent:
Tyler Fox
Lakshmi Malalahalli
John J. Tagle

Also Present:
Ben Carlisle, Carlisle Wortman & Associates
Salim Huerta Jr., Planner I
Julie Quinlan Dufrane, Assistant City Attorney
Kathy L. Czarnecki, Recording Secretary

A moment of silence was held to honor the life of Jeanne M. Stine, former Mayor and Councilwoman.

2. APPROVAL OF AGENDA

Resolution # PC-2025-10-061
Moved by: Krent
Support by: Faison

RESOLVED, To approve the agenda as prepared.

Yes: All present (6)
Absent: Fox, Malalahalli, Tagle

MOTION CARRIED

3. APPROVAL OF MINUTES – October 14, 2025

Resolution # PC-2025-10-062
Moved by: Lambert
Support by: Buechner

RESOLVED, To approve the minutes of October 14, 2025 Regular meeting as submitted.

Yes: All present (6)
Absent: Fox, Malalahalli, Tagle

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

ZONING ORDINANCE TEXT AMENDMENT

5. ZONING ORDINANCE TEXT AMENDMENT (File Number 258) – Neighborhood Node Revisions

Mr. Carlisle said the entire Neighborhood Node zoning district draft language and Neighborhood Node map amendments would be presented in one complete packet for consideration prior to scheduling a Public Hearing. He noted an opportunity remains for additional input and changes.

Mr. Carlisle reviewed the proposed language on Section 5.06.E.1 Design Standards - Building Entrances for non-residential and residential uses alongside a PowerPoint presentation.

The focus of discussion:

- Intent.
  - Revise term *pedestrian-oriented environment* to *non-motorized oriented environment (*use term *non-motorized terminology* throughout*)*.
- Primary entrance definition under non-residential and residential uses.
  - Eliminate duplication of definition.
  - Place definition for both uses under the *Intent*.
  - Replace terms abutting and/or adjacent with *facing* (use *"facing"* throughout).
  - Definition to read: *The primary entrance for any building facing a street shall be clearly identifiable, functional, and directly accessible from the front façade facing the street.*
- Non-residential use. Mixed Use Buildings.
  - Require separate entrance for commercial and residential.
  - Notation to include design features as identified in 1.b.ii.
- Residential use. Planning Commission discretion to waive primary entrance requirement.
  - Reword language on criterion (1) to reflect primary entrance facing the street is not feasible due to security and/or privacy considerations.
  - Draft language to reflect Planning Commission may waive requirement upon consideration of the five (5) standards.
  - Use standardized term *"may"* waive, not shall waive.

OTHER ITEMS

6. PUBLIC COMMENT – For items on the Agenda

There was no one present who wished to speak.

7. PLANNING COMMISSION COMMENT

There were general Planning Commission comments.

Memories of Jeanne Stine were shared among the members.

8. ADJOURN

The Regular meeting of the Planning Commission adjourned at 7:46 p.m.

Respectfully submitted,

Marianna J. Perakis, Chair

Kathy L. Czarnecki, Recording Secretary

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CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.a.

Agenda Item:

O.3.a. LOA to Troy Fire Department from Resident, Nancy Hartwell

ATTACHMENT(S):
Station 5 Thank You

you were there just minutes after I called.

Thank you, again

Nancy Hartzell

I appreciate the work you do – and the fact you put your life on the line to help others!

11/11/25

To The Troy Fire Dept -

A big thank you for coming to my house on Chippewa Ct. when my damper closed on a roaring fire. I really appreciate the help you gave me – and the fact

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CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.b.

Agenda Item:

O.3.b. LOA to Troy Fire Department from Rochester Hills Fire Department

ATTACHMENT(S):
Thank You from Rochester Hills FD

From:	Bill Cooke
To:	Peter E Hullinger; John Cieslik; Jerry Morawski; Mbartalino@bhamgov.org; Robinson, Trevin; Paul Strelchuk; fpierce@shelbytwp.org; jleroy@bloomfieldtwp.org; mnye@waterfordmi.gov; Andrew Zaccagnini
Cc:	Todd Gary
Subject:	Thank You
Date:	Friday, November 14, 2025 3:38:02 PM

CAUTION: This email did not originate from within the City of Troy. Do not click links or open attachments unless you recognize the sender and know the content is safe.

Good afternoon.

On behalf of the Rochester Hills Fire Department and the community we serve, I want to express our deepest and most sincere gratitude for your department's swift and professional response in providing mutual aid at the three-alarm self-storage facility fire on Tuesday evening.

The scale and complexity of this incident required an immediate and overwhelming commitment of resources. Your departments' assistance was absolutely critical in containing this fire to the building of origin and ultimately bringing the situation under control safely. We are incredibly fortunate to have such supportive partners ready to step in when a crisis demands it.

Please extend our sincere thanks to every officer, firefighter, and support staff member from your department who operated on the scene. Their professionalism, expertise, and willingness to assist were invaluable.

We deeply appreciate our partnership and look forward to our continued collaboration.

Sincerely,

Bill Cooke
Deputy Chief

This email and any files transmitted with it are confidential and intended solely for the use of the individual or entity to whom they are addressed. If you have received this email in error, please notify the originator of the message. Any views expressed in this message are those of the individual sender.

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CITY COUNCIL AGENDA ITEM COVER SHEET

O.5.

Agenda Item:

O.5. Notice of Hearing for the Gas Customers of DTE Gas Company, Case No. U-21973

ATTACHMENT(S):
20251201 Notice of Hearing for the Gas Customers of DTE Gas Company, Case No. U-21973

November 20, 2025

CITY MANAGER
CITY OF TROY, OAKLAND COUNTY
500 W. BIG BEAVER ROAD
TROY, MI 48084

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION NOTICE OF HEARING
FOR THE GAS CUSTOMERS OF
DTE GAS COMPANY
CASE NO. U-21973

- DTE Gas Company requests Michigan Public Service Commission's authority to increase its rates, amend its rate schedules and rules governing the distribution and supply of natural gas, and for miscellaneous accounting authority.

- The information below describes how a person may participate in this case.

- You may call or write DTE Gas Company One 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 Gas Company or on the Commission's website at: https://mi-psc.my.site.com/s/.

- A pre-hearing will be held:

DATE/TIME:	**Thursday, December 11, 2025 at 9:00 AM**
BEFORE:	**Administrative Law Judge Christopher S. Saunders**
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-MOAHR-PSC@michigan.gov in advance of the hearing.

The Michigan Public Service Commission (Commission) will hold a pre-hearing to consider DTE Gas Company's (DTE Gas) November 13, 2025 application requesting the Commission to: 1) authorize DTE Gas to adjust its retail natural gas distribution rates to reflect the annual net revenue deficiency comprised of a total revenue deficiency of $237.5 million, net of the Infrastructure Recovery Mechanism roll-in of $74.8 million, as proposed, based upon an October 1, 2026 through September 30, 2027 test year with new rates effective as soon as possible on or after October 1, 2026; 2) approve the recovery of DTE Gas's proposed new rates effective no later than October 1, 2026, as proposed; 3) acknowledge that DTE Gas has satisfied all of the directives of the Commission Order in Case No. U-21291, which were required components of DTE Gas's subsequent general rate case; 4) approve DTE Gas's recovery of the requested infrastructure related capital and the associated infrastructure recovery mechanism; 5) approve DTE Gas's capital structure and return on investment; 6) approve the recovery of DTE Gas's projected Manufactured Gas Plant expenses; 7) approve DTE Gas's proposal to amend certain customer rate schedules and proposed tariff changes; 8) authorize implementation or continuation of the miscellaneous accounting changes as proposed; 9) grant any other relief as requested by DTE Gas and as the Commission deems appropriate.

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: mpscedockets@michigan.gov. If you require assistance prior to e-filing, contact Commission staff at (517) 284-8090 or by email at: mpscedockets@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 December 4, 2025. (Interested persons may elect to file using the traditional paper format.) The proof of service shall indicate service upon DTE Gas Company's attorney, Carlton D. Watson, One Energy Plaza, 1650 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-21973**. Statements may be emailed to: mpscedockets@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.

The Utility Consumer Representation Fund has been created for the purpose of aiding in the representation of residential utility customers in various Commission proceedings. Contact the Chairperson, Utility Consumer Participation Board, Department of Licensing and Regulatory Affairs, P.O. Box 30004, Lansing, Michigan 48909, for more information.

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 Michigan Office of Administrative Hearings and Rules, Mich. Admin Code, R 792.10106 and R 792.10401 through R 792.10448.

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