TROY CITY COUNCIL

Regular Meeting
Agenda

June 15, 2026
Convening at 7:30 PM

Submitted By
The City Manager

NOTICE: **Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov 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 A. Nastasi
City Manager

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

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

Signed this 17th day of November, 2025.

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

June 15, 2026 - 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 of Community Matt Schuler from Faith Troy

PLEDGE OF ALLEGIANCE:

A. CALL TO ORDER:

B. ROLL CALL:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. No Public Hearings

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

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT 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 - Zoning Board of Appeals

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations - Charter Revision Committee

I.3. Request for Closed Session

I.4. Amendment to Chapter 20 of the Troy City Code (Water and Sewer Rates) (Introduced by: Robert Maleszyk, Chief Financial Officer)

I.5. Bid Waiver – Sole Source Award – Filter and UV Upgrades at the Troy Community Center Pools (Introduced by: Brian Goul, Recreation Director)

I.6. Approval of the Proposed 2026 Renewal and Amended Restatement of the Agreement By and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village (Introduced by: Brian Goul, Recreation Director)

I.7. Contract Ratification – Troy Police Officers Association (TPOA) (Introduced by: Jeanette Menig, Human Resources Director)

I.8. Bid Waiver for Resident Engagement and Priority Survey (Introduced by: Courtney Flynn, Communications Director)

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 - May 18, 2026

J.3. Proposed City of Troy Proclamations:

J.3.a. **Proclamation to Recognize the City of Troy Parks and Recreation Departments for Positively Contributing to the Health and Wellness of the City**

J.3.b. **Proclamation to Recognize the Troy Cowboys for 70 Years of Service in Local Youth Sports**

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

J.4.a. **Standard Purchasing Resolution 1: Award to Low Bidder - Contract 26-02 – Coolidge Hwy. Pavement Rehabilitation – Maple to Golfview**

J.4.b. **Standard Purchasing Resolution 1: Award to Low Bidder - Contract 25-08 - 2026 CIPP Program**

J.4.c. **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Topsoil**

J.4.d. **Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Water System Materials**

J.4.e. **Standard Purchasing Resolution 3: Exercise Renewal Option – Janitorial Services**

J.4.f. **Standard Purchasing Resolution 4: Cooperative Purchasing Contract Awards – Department of Public Works Natural Gas Generator Replacement**

J.4.g. **Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement — DPW Replacement Equipment Trailers**

J.4.h. **Standard Purchasing Resolution 4: Oakland County Cooperative Purchase – Call Handling Equipment Upgrade – Troy Police Department**

J.4.i. **Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Parking Lot Improvements Professional Engineering Services**

J.5. **Appointment of SOCRRA Representative and Alternate SOCRRA Representative**

J.6. **SMART Municipal Credit and Community Credit 2027 Contract**

J.7. **Classified and Exempt Classification and Pay Plans**

J.8. **2026/27 Annual Fee Schedule**

J.9. **Request for Recognition as a Nonprofit Organization from Bush Seyferth & Paige Charitable Foundation**

J.10. **Approval of Open Space Preservation Easement - Eckford Woods**

J.11. **Approval of Open Space Preservation Easement - Golden Villas**

J.12. **Request for Approval of a Stormwater Management Operations and Maintenance Agreement, Oakwood Veneer Properties, LLC, Sidwell #88-20-26-326-011**

J.13. **Request for Acceptance of Two Permanent Easements and Approval of a Stormwater Management Operations and Maintenance Agreement, Troy KS Development, LLC, Sidwell #88-20-28-103-001, -004, -005, -006 and -007**

J.14. **Request for Acceptance of a Permanent Easement and Approval of a Stormwater Management Operations and Maintenance Agreement, Maple Capital Group, LLC, Sidwell #88-20-28-478-027**

J.15. **Request for Acceptance of a Permanent Easement, NMD Real Estate Group, LLC, Sidwell #88-20-28-478-025**

J.16. **Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-005**

J.17. **Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-006**

J.18. **Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-007**

J.19. **Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-008**

J.20. **Request for Acceptance of a Quit Claim Deed from GFA Oak Forest, LLC, Sidwell #88-20-11-203-015**

J.21. **Permanent Easement for Stormwater Sewers; Parcel 88-20-19-430-006 (part of) U of M Cardiology Building at 2112 Cunningham**

J.22. **Continued Specialized Legal Services**

J.23. **Resolution Granting Eligibility for a Payment In Lieu of Taxes to 920 On The Park**

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

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

K.1.a. **Announcement of Public Hearing (June 29, 2026) – Adoption of Brownfield Redevelopment Plan #13 for Bachard Lofts Redevelopment, Parcel Number 88-20-26-351-016**

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

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

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

N. COUNCIL REFERRALS:

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

O. REPORTS:

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

O.2. **Department Reports:**

O.2.a. **Star EMS Response Time Report (May, 2026)**

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

O.3.a. **Letter of Appreciation from Sandra Burgess to Department of Public Works-Water and Sewer Division**

O.3.b. **Letter of Appreciation from Cathy Killian to Recreation Dept.**

O.3.c. **Letter of Appreciation from Julian Jung to City of Troy**

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

P. COUNCIL COMMENTS:

P.1. **No Council Comments**

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

R. CLOSED SESSION

R.1. Closed Session

S. ADJOURNMENT

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Monday, July 27, 2026	Special Meeting - EMS Performance Evaluation
Monday, September 14, 2026	Closed Session - City Manager and City Attorney Evaluations
Saturday, November 21, 2026	November 2026 Advance
Monday, December 7, 2026	Closed Session - City Manager and City Attorney Evaluations

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting

CITY COUNCIL AGENDA

June 15, 2026 - 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 of Community Matt Schuler from Faith 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

b) Excuse Absent Council Members:

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the Special City Council Meeting and Regular City Council Meeting of June 15, 2026, due to _____.

Yes:
No:

MOTION CARRIED / FAILED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. No Certificates of Recognition and Special Presentations

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. No Public Hearings

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

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

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 included 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 - Zoning Board of Appeals

a) Mayoral Appointments - None

b) City Council Appointments

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

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

Zoning Board of Appeals
Appointed by Council
7 Regular Members; 2 Alternates
3 Year Term

Nominations to the Zoning Board of Appeals:

Term Expires: 4/30/2029	**Jeff Forster**
	Term currently held by: Vacancy (Michael Bossenbroek-No Reappointment
Term Expires: 4/30/2029	**James McCauley**
	Term currently held by: James McCauley

Yes:
No:

MOTION CARRIED / FAILED

I.2. Board and Committee Nominations: a) Mayoral Nominations - Global Troy Advisory Committee, Local Development Finance Authority; b) City Council Nominations - Charter Revision Committee

a) Mayoral Nominations:

Suggested Resolution
Resolution #2026-06-
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
Baker, Ethan		11/8/2027	Mayor	
Bica-Grodsky, Lisa	9/23/2025	10/30/2026		
Chezick, Edward	10/20/2024	10/30/2028		
Fakhoury, Awni	9/28/2023	10/30/2027		
Lee, Seojin Sarah	4/21/2025	7/31/2026	Troy High School Student Rep.	
Ljuljdjuraj, Lula	1/13/2028	7/31/2026	International Academy Student Rep	
Marshall, Everett	1/3/2027	7/31/2026	Athens High School Student Rep.	
Mohideen, Syeda	10/16/2026	10/30/2027		
Natcheva, Daniela	11/8/2021	10/30/2028		
Neal, Lisa	2/24/2028	10/30/2026		
Sekhri, Suneel	11/12/2026	10/30/2027		
Vacancy		10/30/2026	Sadia Cheriguene resigned in 2025	
Vacancy		10/30/2028	Carolina Noguez-Ortiz resigned 1/5/2026	Brownfield Redev Auth exp 4/30/2026
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: 10/30/2026	
	Term currently held by: Vacancy - Michelle Haight resigned
Term Expires: 10/30/2026	
	Term currently held by: Vacancy - Sadia Cheriguene resigned
Term Expires: 10/30/2028	
	Term currently held by: Vacancy-Carolina Noguez-Ortiz resigned

Interested Applicants:

Name	Application Expiration	Notes 1
Amato, Karen	11/19/2027	Liquor Adv. Comm. exp 1/31/2027
Anam, Kavya	7/15/2027	Troy HS Student - Graduates 2028
Batool, Syeda	3/5/2026	
Comiskey, Ann	1/20/2028	Liquor Adv. Comm. exp 1/31/2027
Devulapalli, Ramachandra	8/29/2026	
Dicker, Susanne Forbes	12/26/2026	
Gill, Jasper	1/13/2028	
Kulchania, Purvi	3/15/2028	International Academy Student - Graduates 2029
Rodriguez, Olivia	4/13/2028	
Suresh, Nidheesh	7/29/2027	International Academy Student - Graduates 2026
Swaminathan, Abi	7/8/2027	Traffic Comm exp 1/31/2027; Historic Dist Comm exp 5/15/2027

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 1	Notes 2	Notes 3
Bachert, Sandra	11/18/2023	6/30/2027	Resident Member		
Baker, Ethan		Mayor	Alternate		
Chamberlain, Rebecca		City Council Term	Alternate		
Rosenblum, Anthony	11/10/2024	6/30/2026	Resident Member		
Schmitz, James	4/4/2026	6/30/2028	Resident Member		
Smieliauskas, Fabrice	3/30/2028	6/30/2028	Resident Member		
Vacancy			Oakland County Designee		

Wodzinski, Todd	12/9/2026	6/30/2027	Resident Member		

Nominations to the Local Development Finance Authority:

Term Expires: 6/30/2030		Resident Member
	Term currently held by: Rosenblum, Anthony	

Interested Applicants:

Name	Appointment Expiration	Notes 1	Notes 2
Cook, Walter	6/30/2027		
Frisen, Sande	1/2/2027		BCBA exp 1/1/2030; Historic Dist. exp 3/1/2028
Karpowitsch, Alex	8/1/2027		
Murrish, Dale	2/6/2027		
Vassallo, Joseph	10/16/2026		Brownfield exp 4/30/2027

Yes:
No:

MOTION CARRIED / FAILED

b) City Council Nominations:

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

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

Charter Revision Committee
Appointed by Council
7 Regular Members
3 Year Term

Current Members:

Name	Application Expiration	Appointment Expiration	Notes 2	Notes 3
Bartnik, Mark	4/9/2026	4/30/2027		
Beltramini, Robin	5/6/2027	4/30/2028		
Burns, Timothy	3/20/2025	4/30/2028		

Evans, Laurie	3/13/2025	4/30/2027		
Fukuzawa, David	4/17/2025	4/30/2026		
Howrylak, Frank	2/24/2028	4/30/2026		Requests Reappointment
Vacancy		4/30/2027	Toby Buechner resigned	

Nominations to the Charter Revision Committee:

Unexpired Term Expires: 4/30/2027	
	Term currently held by: Vacancy
Term Expires: 4/30/2029	
	Term currently held by: David Fukuzawa
Term Expires: 4/30/2029	
	Term currently held by: Frank Howrylak

Interested Applicants:

Name	Application Expiration	Notes 1
Comiskey, Ann	12/22/2026	Liquor Adv Comm exp 1/31/2027
Murrish, Dale	2/6/2027	Historic Dist. Comm exp 5/15/2027
Von Oeyen, Schuyler	3/12/2027	
Walters, Kelly	4/13/2028	

Yes:
No:

MOTION CARRIED / FAILED

I.3. Request for Closed Session

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council **SHALL MEET** in Closed Session, as permitted by MCL 15.268(e) - pending litigation – *City of Troy v McDonald's Corporation,* Oakland County Circuit Court case number 2025-212739-CC.

Yes:
No:

MOTION CARRIED / FAILED

I.4. Amendment to Chapter 20 of the Troy City Code (Water and Sewer Rates) (Introduced by: Robert Maleszyk, Chief Financial Officer)

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council hereby **AMENDS** Sections 5, 5.01, and 5.02 of Chapter 20, Water and Sewer Rates, as recommended by City Administration; a copy of the amendments shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

MOTION CARRIED / FAILED

I.5. Bid Waiver – Sole Source Award – Filter and UV Upgrades at the Troy Community Center Pools (Introduced by: Brian Goul, Recreation Director)

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to furnish all equipment, materials, and labor to remove current filters and UV systems, and install all needed equipment for the filter and UV system upgrades for the pools at the Troy Community Center to the sole source distributor, Aquatic Source of Brighton, MI for an estimated total cost of $680,820, not to exceed budgetary limitations, at prices contained in the proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the electrical work needed for the project to SHAW Service and Maintenance of Southfield, MI through the Oakland County Extended Purchasing Contract #010460 at a total cost of $125,217, at prices contained in proposal SCOT260602001, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the pool boiler low voltage work needed for the project to Limbach, Inc. of Pontiac, MI through the Oakland County Extended Purchasing Contract #009746 at a total cost of $3,876, at prices contained in proposal #CR052926A, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon vendors' submission of a properly executed contract, including bonds, insurance certificates, and all other specified requirements.

Yes:
No:

MOTION CARRIED / FAILED

I.6. Approval of the Proposed 2026 Renewal and Amended Restatement of the Agreement By and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village (Introduced by: Brian Goul, Recreation Director)

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

RESOLVED, That Troy City Council hereby **APPROVES** the 2026 Renewal and Amended Restatement of the Agreement By and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Historic Village, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the document; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

MOTION CARRIED / FAILED

I.7. Contract Ratification – Troy Police Officers Association (TPOA) (Introduced by: Jeanette Menig, Human Resources Director)

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

BE IT RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Police Officers Association (TPOA) for the period July 1, 2026 through June 30, 2030, and Troy City Council hereby **AUTHORIZES** the Mayor and the City Clerk to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

MOTION CARRIED / FAILED

I.8. Bid Waiver for Resident Engagement and Priority Survey (Introduced by: Courtney Flynn, Communications Director)

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract with *Cobalt Community Research* for a comprehensive Resident Engagement and Priority Survey as detailed in the attached proposal and contract; a copy of which shall be **ATTACHED** to the Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy Communications Director is **AUTHORIZED** to **EXECUTE** the agreement with *Cobalt Community Research*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Yes:
No:

MOTION CARRIED / FAILED

J. CONSENT AGENDA:

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

Suggested Resolution
Resolution #2026-06-
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:

MOTION CARRIED / FAILED

J.1.b Address of "J" Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

Suggested Resolution
Resolution #2026-06-

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

J.2.a. City Council Minutes-Draft - May 18, 2026

J.3. Proposed City of Troy Proclamations:

Suggested Resolution
Resolution #2026-06-

J.3.a. Proclamation to Recognize the City of Troy Parks and Recreation Departments for Positively Contributing to the Health and Wellness of the City

J.3.b. Proclamation to Recognize the Troy Cowboys for 70 Years of Service in Local Youth Sports

J.4. Standard Purchasing Resolutions:

J.4.a. Standard Purchasing Resolution 1: Award to Low Bidder - Contract 26-02 – Coolidge Hwy. Pavement Rehabilitation – Maple to Golfview

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 26-02, Coolidge Hwy. Pavement Rehabilitation – Maple to Golfview, to Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington, MI 48095, for their low bid of $816,770.00.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 20% of the total project cost.

J.4.b. Standard Purchasing Resolution 1: Award to Low Bidder - Contract 25-08 - 2026 CIPP Program

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council Hereby **AWARDS** Contract No. 25-08, *2026 CIPP Program*, to *Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005*, for their low bid of $581,661.21.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 40% of the total project cost.

J.4.c. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Topsoil

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for two (2) year requirements of topsoil with an option to renew for one (1) additional year to the low bidder meeting specifications; *Dani's Transport of S. Rockwood, MI,* for an estimated total cost of $36,200 at the unit prices contained in the bid tabulation opened May 14, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2028.

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

J.4.d. Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications - Water System Materials

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide requirements of Water System Materials to the low bidders meeting specifications, *Core & Main LP of Shelby Township, MI, EJ USA Inc. of East Jordan, MI* and *Ferguson Enterprises LLC of Warren, MI* as detailed below, for an estimated total cost of $413,583.85, at the unit prices contained in the bid tabulation opened May 21, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring June 30, 2027.

Core & Main LP – Shelby Township, MI	Item #1 Curb Box Items Item #2 Water Service Parts Item #3 Water Main Parts, Lines 1-6 & 10-12 Item #5 Brass Saddles Item #6 Stainless Steel Saddles Item #7 Mueller Complete Fire hydrants Mueller Complete valves Mueller Valve & Hydrant Parts	$45,486.00 $254,542.75 $104,186.70 45% List Discount 40% List Discount 20% List Discount 25% List Discount 40% List Discount
EJ USA Inc – East Jordan, MI	Item #3 Water Main Parts, Lines 7-9 Item #8 EJ Complete Fire Hydrants EJ Complete Valves EJ Valve & Hydrant Parts	$9,368.40 58.5% List Discount 63% List Discount 10% List Discount
Ferguson Enterprises LLC – Warren, MI	Item #4 Stainless Steel Repair Clamps	50% List Disco

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

J.4.e. Standard Purchasing Resolution 3: Exercise Renewal Option – Janitorial Services

Suggested Resolution
Resolution #2026-06-

WHEREAS, On March 16, 2020, Troy City Council approved a three (3) year contract with an option to renew for three 3-year periods to RNA Facilities Management as a result of a best value evaluation process (Resolution #2020-03-051); and,

WHEREAS, RNA Facilities Management proposed a three-year contract renewal, maintaining the terms, conditions, and scope of the 2020 agreement, with updates to pricing and the inclusion of the Rink and Aquatic Center locations;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the second three-year option to renew the contract for Janitorial Services with RNA Facilities Management of Ypsilanti, MI under the same terms and conditions as the 2020 contract, effective July 1, 2026 through June 30, 2029, for an estimated annual amount of $1,400,197.25 in year one, $1,442,203.11 in year two, and $1,485,469.17 in year three for Proposal A; an hourly rate of $26.40 in year one, $27.20 per hour in year two, and $28.00 per hour in year 3 for casual labor and to provide as-needed furniture moving over and above the requirements of the specifications for Proposal C, as detailed in the attached price proposal, a copy of which shall be **ATTACHED** to the Minutes of this meeting; contract to expire June 30, 2029.

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

J.4.f. Standard Purchasing Resolution 4: Cooperative Purchasing Contract Awards – Department of Public Works Natural Gas Generator Replacement

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of the Department of Public Works Natural Gas Generator and enclosure to *Wolverine Power Systems* of *Wixom, MI* for an estimated amount of $82,055, as per Sourcewell Contract No. 092222-GNR; as detailed in the attached quote, a copy of which shall be **ATTACHED** to original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Department of Public Works Natural Gas Generator Replacement gas pipe installation to *Limbach* of *Pontiac, MI* for an estimated amount of $47,750 as per Oakland County Extended Purchasing Contract #009746 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Department of Public Works Natural Gas Generator installation and associated electrical work to *Shaw Systems* of *Southfield, MI*, for an estimated amount of $15,875 as per Oakland County Extended Purchasing Contract #010460 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FINALLY RESOLVED, That the awards are **CONTINGENT** upon the submission of properly

executed contract documents, including insurance certificates and all other specified requirements.

J.4.g. Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement — DPW Replacement Equipment Trailers

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy Council hereby **APPROVES** a contract to purchase two (2) Towmaster Equipment Trailers from *Truck and Trailer Specialties of Howell, Michigan*, an authorized Michigan dealer for Towmaster products and equipment, as per the State of Michigan MiDEAL Cooperative Purchasing Contract #240000000167 for an estimated total cost of $34,890.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J.4.h. Standard Purchasing Resolution 4: Oakland County Cooperative Purchase – Call Handling Equipment Upgrade – Troy Police Department

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the five (5) year contract, effective February 1, 2027, for the purchase of the call handling equipment and services from *Carbyne, Inc. of New York, NY* as detailed in the attached agreement and as per the Oakland Purchasing Contract #011794 for an estimated cost of $146,191.32 for the first year and an estimated cost of $69,297.72 for each remaining year with renewals subject to fee adjustments limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date; as detailed in the attached agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy Chief of Police is **AUTHORIZED** to **EXECUTE** the agreement with *Carbyne, Inc.*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.4.i. Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Parking Lot Improvements Professional Engineering Services

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to Hubbell, Roth, and Clark, Inc (HRC) for Professional Engineering Services for Parking Lot Improvements for an estimated total cost of $68,000 as detailed in the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

J.5. Appointment of SOCRRA Representative and Alternate SOCRRA Representative

Suggested Resolution

Resolution #2026-06-

RESOLVED, That Troy City Council hereby **DESIGNATES** Kurt Bovensiep, Public Works Director as the SOCRRA Representative and Ashely Tebedo, Administrative Services Manager as the Alternate SOCRRA Representative with terms expiring on June 30, 2027.

J.6. SMART Municipal Credit and Community Credit 2027 Contract

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the Municipal Credit and Community Credit Agreement, which will be used for the Troy RYDE transportation service, and **AUTHORIZES** the Mayor and City Clerk to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

J.7. Classified and Exempt Classification and Pay Plans

Suggested Resolution
Resolution #2026-06-

WHEREAS, The Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees were last revised July 2025; and,

WHEREAS, The City has added, removed, and updated Exempt and Classified positions since the last revision; and,

WHEREAS, The Personnel Board has reviewed and approved the revised Classification Plan for Classified employees;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the July 1, 2026 Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.8. 2026/27 Annual Fee Schedule

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Annual City of Troy Fee Schedule for the 2026/27 Fiscal Year, as recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

J.9. Request for Recognition as a Nonprofit Organization from Bush Seyferth & Paige Charitable Foundation

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **APPROVES** the request from Bush Seyferth & Paige Charitable Foundation, 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.

J.10. Approval of Open Space Preservation Easement - Eckford Woods

Suggested Resolution
Resolution #2026-06-

WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires the developer to execute a recordable document permanently preserving the dedicated open space; and,

WHEREAS, The engineering phase for the development known as Eckford Woods is nearing completion, and prior to final site plan approval, City Council must review and approve the document that sets aside the required open space; and,

WHEREAS, The attached Open Space Preservation Easement has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds to require Developer and/or his successors to permanently maintain the dedicated open space;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Open Space Preservation Easement for the cluster development known as Eckford Woods.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Open Space Preservation Easement; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J.11. Approval of Open Space Preservation Easement - Golden Villas

Suggested Resolution
Resolution #2026-06-

WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires the developer to execute a recordable document permanently preserving the dedicated open space; and,

WHEREAS, The engineering phase for the development known as Golden Villas is nearing completion, and prior to final site plan approval, City Council must review and approve the document that sets aside the required open space; and,

WHEREAS, The attached Open Space Preservation Easement has been negotiated with the Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds to require Developer and/or his successors to permanently maintain the dedicated open

space;

NOW THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Open Space Preservation Easement for the cluster development known as Golden Villas.

BE IT FURTHER RESOLVED, That City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Open Space Preservation Easement; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

J.12. Request for Approval of a Stormwater Management Operations and Maintenance Agreement, Oakwood Veneer Properties, LLC, Sidwell #88-20-26-326-011

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and Oakwood Veneer Properties, LLC outlining a plan to install, maintain, and operate a private stormwater detention system on the properties owned by Oakwood Veneer Properties, LLC, and identified by Sidwell #88-20-26-326-011.

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

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

J.13. Request for Acceptance of Two Permanent Easements and Approval of a Stormwater Management Operations and Maintenance Agreement, Troy KS Development, LLC, Sidwell #88-20-28-103-001, -004, -005, -006 and -007

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for water mains and sanitary sewers from Troy KS Development, LLC, owner of the properties having Sidwell #88-20-28-103-001, -004, -005, -006 and -007.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Troy KS Development, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Troy KS Development, LLC, and identified by Sidwell #88-20-28-103-001, -004, -005, -006 and -007.

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

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

J.14. Request for Acceptance of a Permanent Easement and Approval of a Stormwater Management Operations and Maintenance Agreement, Maple Capital Group, LLC, Sidwell #88-20-28-478-027

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from Maple Capital Group, LLC, owner of the property having Sidwell #88-20-28-478-027.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Maple Capital Group, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the property owned by Maple Capital Group, LLC, and identified by Sidwell #88-20-28-478-027.

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

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

J.15. Request for Acceptance of a Permanent Easement, NMD Real Estate Group, LLC, Sidwell #88-20-28-478-025

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from NMD Real Estate, LLC, owner of the property having Sidwell #88-20-28-478-025.

BE IT FURTHER RESOLVED, That the City Clerk is **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.16. Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-005

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Prasad Bandari and Shailaja Bandari, owners of the property having Sidwell #88-20-15-179-005.

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.17. Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-006

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Peter Rodriguez and Nicole Rodriguez, owners of the property having Sidwell #88-20-15-179-006.

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.18. Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-007

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Elias Antypas, owner of the property having Sidwell #88-20-15-179-007.

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.19. Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-008

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Rohit Marawar and Amruta Mahajan, owners of the property having Sidwell #88-20-15-179-008.

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.20. Request for Acceptance of a Quit Claim Deed from GFA Oak Forest, LLC, Sidwell #88-20-11-203-015

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council **ACCEPTS** a quit claim deed from GFA Oak Forest, LLC, owner of the property having Sidwell #88-20-11-203-015.

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

J.21. Permanent Easement for Stormwater Sewers; Parcel 88-20-19-430-006 (part of) U of M Cardiology Building at 2112 Cunningham

Suggested Resolution
Resolution #2026-06-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers from the Regents of the University of Michigan, owner of the properties having Sidwell #88-20-19-430-006.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the permanent easement.

BE IT FINALLY 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.22. Continued Specialized Legal Services

Suggested Resolution
Resolution #2026-06-

BE IT RESOLVED, That Troy City Council hereby **DETERMINES** that the public interest will be best served by **CONTINUING** the legal engagement of attorney Samantha A. Kopacz, who has moved to the Honigman law firm. Attorney Kopacz is continuing to provide specialized legal advice related to the Volunteer Firefighter's Incentive Plan, which she principally drafted in 2023.

J.23. Resolution Granting Eligibility for a Payment In Lieu of Taxes to 920 On The Park

Suggested Resolution
Resolution #2026-06-
Moved by
Seconded by

WHEREAS, 920 On The Park, previously known as Oakland Park Towers I, is planning a significant renovation to its property, and is seeking financing through Low Income Housing Tax Credits and a mortgage from the Michigan State Housing Development Authority ("MSHDA Mortgage"), as well as Community Block Grant Funding from Oakland County, as well as other relief; and,

WHEREAS, As part of the financing, 920 On The Park is also seeking a Payment In Lieu Of Taxes (or "PILOT") Agreement with the City of Troy for up to 40 additional years under Chapter 99 of the City of Troy Ordinances and Michigan Compiled Laws Section 125.1415a;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** 920 On The Park, previously known as Oakland Towers I, (Tax ID 88-20-36-100-050) which provides low-income

housing for seniors, eligible for a PILOT Agreement under Chapter 99 of the City of Troy Ordinances and Michigan Complied Laws Section 125.1415a, subject to the following conditions:

1. The Payment In Lieu Of Taxes shall commence upon the closing of a MSHDA Mortgage for the Project with the Michigan State Housing Development Authority and shall continue for as long as the Project is supported by a MSHDA Mortgage Loan, or for forty years, whichever comes first; and
2. The Payment In Lieu of Taxes shall be calculated at a rate of ten percent (10%) of 95% of the Annual Shelter Rents actually collected during this time period, pursuant to Troy's Ordinance; and
3. The Payment In Lieu of Taxes will not become effective until the Michigan State Housing Development Authority notifies the City Assessor that it has certified that the Project is eligible for the tax exemption and that the exemption would permit the owners to enter into a Payment In Lieu of Taxes Agreement; and
4. Construction will commence within one year from the date the Payment In Lieu of Taxes Agreement becomes effective; and
5. The Project is continued to be owned by Preservation of Affordable Housing (POAH) or an affiliated entity which it is the manageming member of, and provides low-income housing for seniors.

Yes:
No:

MOTION CARRIED / FAILED

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K.1. Announcement of Public Hearings:

K.1.a. Announcement of Public Hearing (June 29, 2026) – Adoption of Brownfield Redevelopment Plan #13 for Bachard Lofts Redevelopment, Parcel Number 88-20-26-351-016

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

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

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

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

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

O.2. Department Reports:

O.2.a. Star EMS Response Time Report (May, 2026)

O.3. Letters of Appreciation:

O.3.a. Letter of Appreciation from Sandra Burgess to Department of Public Works-Water and Sewer Division

O.3.b. Letter of Appreciation from Cathy Killian to Recreation Dept.

O.3.c. Letter of Appreciation from Julian Jung to City of Troy

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

P. COUNCIL COMMENTS:

P.1. No Council Comments

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

R. CLOSED SESSION

R.1. Closed Session

S. ADJOURNMENT

Respectfully submitted,



Frank A. Nastasi
City Manager

2026 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

Monday, July 27, 2026	Special Meeting - EMS Performance Evaluation
Monday, September 14, 2026	Closed Session - City Manager and City Attorney Evaluations
Saturday, November 21, 2026	November 2026 Advance
Monday, December 7, 2026	Closed Session - City Manager and City Attorney Evaluations

2026 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

June 29, 2026	Regular Meeting
July 13, 2026	Regular Meeting
July 27, 2026	Regular Meeting
August 10, 2026	Regular Meeting
August 31, 2026	Regular Meeting
September 14, 2026	Regular Meeting
September 28, 2026	Regular Meeting
October 5, 2026	Regular Meeting
October 26, 2026	Regular Meeting
November 9, 2026	Regular Meeting
November 16, 2026	Regular Meeting
December 7, 2026	Regular Meeting
December 14, 2026	Regular Meeting

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.4.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kurt Bovensiep, Director of Public Works
Jason Schmidt, Water and Sewer Operations Manager
Kyle Vieth, Controller

Subject: Amendment to Chapter 20 of the Troy City Code (Water and Sewer Rates)
(Introduced by: Robert Maleszyk, Chief Financial Officer)

Attached is an amendment to Chapter 20 of the Troy City Code reflecting the water rate adjustment discussed during the 2026/27 budget study sessions. The rate adjustments are a result of increased prices charged to the City for wholesale water and sanitary sewer disposal services charged by the Great Lakes Water Authority (GLWA) and the Oakland County Water Resource Commission (OCWRC), respectively.

These adjustments will provide sufficient funds to operate, maintain and make improvements to our systems. The water and sewer rates are reviewed annually and adjusted when required. The last water and sanitary sewer rate adjustments were on July 1, 2025.

The following water and sewer rates are recommended for City of Troy water bills rendered after July 1, 2026:

	2025/26 Rate	**2026/27 Rate**	**Adjustment**
Water	$57.50	$63.20	$5.70
Sewer	37.10	40.10	3.00
	$94.60	**$103.30**	**$8.70**

The average residential bill will increase approximately $20.01 per quarter.

Additionally, our billing methodology has been adjusted to be more consistent with GLWA's billing charges and to provide more predictability. There is now a meter charge and a fixed infrastructure fee which is included in section 5 and 5.02 of Chapter 20.

Recommendation
It is recommended that City Council approve the rates outlined herein and reflected in the amendments to Chapter 20 of the Troy City Code.

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

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **AMENDS** Sections 5, 5.01, and 5.02 of Chapter 20, Water and Sewer Rates, as recommended by City Administration; a copy of the amendments shall be **ATTACHED** to the original Minutes of this meeting.

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 20- WATER AND SEWER RATES

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as an amendment to Chapter 20- Water and Sewer Rates.

Section 2. Amendment to Ordinance.

Chapter 20, Sections 5, 5.01 and 5.02 are amended as follows: *(Amendments denoted by red line- strikethrough and underlining)*

5. Basis of Charges. The City's annual water and sewer charges are set to recoup all of the costs to provide the service. The amounts collected for shall be deposited in the City's Water and Sewer Enterprise Fund, and used only for water and sewer system improvements, rehabilitation, expenses and related administration. All water service shall be charged for on the basis of water consumed, as determined by the meter installed by the Department in the premises of water or sewage disposal service customers plus a quarterly fixed infrastructure fee based on the meter size as set forth below:

Meter Size	Fee
5/8"	$6.00
3/4"	$6.00
1"	$10.00
1 1/2"	$20.00
2"	$32.00
3"	$64.00
4"	$100.00
6"	$200.00
8"	$320.00

5.01 Water Rates. Charges for water service to each premises within the City connected with the water supply system, for each quarterly (3 month) period, shall be ~~$57.50~~ $63.20 per 1,000 cubic feet plus a fixed infrastructure fee. Minimum quarterly bills shall be ~~$46.58~~ $57.19.

5.02 Sewer Rates.

A. Charges for sewage disposal, operation and maintenance service shall be levied upon all premises having any sewer connection with the public sewers.

Those premises using metered water shall pay ~~$37.10~~ a quarterly amount of $40.10 per 1,000 cubic foot of water consumption for sewage disposal plus a fixed infrastructure fee based on the meter size as set forth below:

Meter Size	Fee
5/8"	$2.75
3/4"	$2.75
1"	$4.58
1 1/2"	$9.17
2"	$14.67
3"	$29.33
4"	$45.83
6"	$91.67
8"	$146.67

Minimum quarterly bills shall be $35.23.

Where there is no water meter the quarterly sewage disposal and maintenance charges shall be ~~$185.50~~ $203.25.

Water lines used solely for fire protection shall be exempt from sewage disposal and maintenance charges.

B. 1. Rates and charges established are based upon methodology which complies with applicable EPA regulations.

2. Users of the system must be individually notified annually of costs for operation, maintenance, replacement and debt service.

~~C. A ready to serve charge shall be levied on each quarterly bill in the amount of $30.05 $35.23 dollars less any amount for current consumption up to the maximum of the ready to serve charge.~~

Section 3. Repeal

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

Section 4. Savings

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

Section 5. Severability Clause

Should any word, phrase, sentence, paragraph or section of this Ordinance be held invalid or unconstitutional, the remaining provisions of this ordinance shall remain in full force and effect, and any such ruling shall not affect any other provisions of this Ordinance not specifically included in such ruling.

Section 6. Effective Date

This Ordinance shall become effective July 1, 2026 or upon publication, whichever shall occur later.

This Ordinance is enacted by the Council of the City of Troy, Oakland County, Michigan, at a Regular Meeting of the City Council held at City Hall, 500 W. Big Beaver, Troy, MI, on the 15th day of June, 2026.

Ethan D. Baker, Mayor

M. Aileen Dickson, CMC, City Clerk

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.5.

Date: June 11, 2026

To: Frank Nastasi, City Manager

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

Subject: Bid Waiver – Sole Source Award – Filter and UV Upgrades at the Troy Community Center Pools (Introduced by: Brian Goul, Recreation Director)

History

The Filters at the Troy Community Center Pools are the original to the building and are reaching the end of their life. The Neptune – Benson Defender regenerative media filtration (RMF) systems are new technology that is capable of filtering particulate down to 1 micron and requires no backwash. The Defender filtration system is the only system that offers this type of filter. Although replacing the current sand filters with the same type of filter would be less expensive at the start, there are substantial savings with the Defender system in water and chemical use. The ROI for this system would be 3–5 years with the water and chemical savings. This system also provides exceptionally better water filtration, ensuring the water is as clean as it can be. Along with replacing the filters, this project includes upgrading the chemical controllers and piping and pumps needed for filtration. Aquatic Source of Brighton, MI is the sole source distributor in the State of Michigan for the Defender Filtration System.

The UV systems at the Community Center Pools are over 15 years old and have reached the end of their useful life. Parts are no longer available to repair the current systems. The ETS UV system is the system staff has chosen to replace the current UV systems. Aquatic Source of Brighton, MI is the sole source distributor for the ETS UV system.

These projects will be completed at the same time and will take place in the month of August.

Purchasing

Pricing for the Community Center Pools filter and UV projects has been secured through Aquatic Source of Brighton, MI as detailed in the attached proposal. Aquatic Source is the sole source distributor in Michigan for the Neptune-Benson Defender Regenerative Media Filter and ETS-UV System.

Pricing for the necessary electrical work needed for the project has been secured from SHAW

Service and Maintenance of Southfield, MI through the Oakland County Extended Purchasing Contract #11097, per the attached proposal #SCOT260602001.

Pricing for the necessary pool boiler low voltage wiring work for the project has been secured from Limbach, Inc of Pontiac, MI through the Oakland County Extended Purchasing Contract #009746, per the attached proposal. #CR052926A.

City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial

Funds are budgeted for these projects in the Community Center Building and Improvements Annex Renovation Capital Fund for the 2027 fiscal year. Expenditures will be charged to Account Number 401.756.755.978.045 and will not take place until the beginning of the 2027 fiscal year. A project number will be assigned at a later date when they become available at the beginning of the next fiscal year.

Aquatic Source - Filter and UV System	$680,820
SHAW Service - Electrical	$125,217
Limbach - Pool boiler voltage wiring	$3,876
Total	$809,913

Recommendation

City Management recommends, in the best interest of the City, waiving the bid process and awarding a contract to the sole source distributor to furnish all equipment, material, and labor to remove current filters and UV equipment, and install all needed equipment for the filter and UV upgrades to Aquatic Source of Brighton, MI for an estimated total cost of $680,820 not to exceed budgetary limitations, at prices contained in the attached proposal. City Management also recommends awarding a contract to perform the electrical work needed for the project to SHAW Service and Maintenance of Southfield, MI, through the Oakland County Extended Purchasing Contract #11097 in the amount of $125,217, per the attached proposal SCOT260602001. City management also recommends awarding a contract to perform the pool boiler low voltage wiring work needed for the project to Limbach, Inc. of Pontiac, MI through the Oakland County Extended Purchasing Contract #009746 in the amount of $3,876, per the attached proposal #CR052926A; for an estimated project total cost of $809,913; not to exceed budgetary limitations.

Suggested Resolution:

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to furnish all equipment, materials, and labor to remove current filters and UV systems, and install all needed equipment for the filter and UV system upgrades for the pools at the Troy Community Center to the sole source distributor, Aquatic Source of Brighton, MI for an estimated total cost of $680,820, not to exceed budgetary limitations, at prices contained in the proposal, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the electrical work needed for the project to SHAW Service and Maintenance of Southfield, MI

through the Oakland County Extended Purchasing Contract #010460 at a total cost of $125,217, at prices contained in proposal SCOT260602001, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to complete the pool boiler low voltage work needed for the project to Limbach, Inc. of Pontiac, MI through the Oakland County Extended Purchasing Contract #009746 at a total cost of $3,876, at prices contained in proposal #CR052926A, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FINALLY RESOLVED, That the award is **CONTINGENT** upon vendors' submission of a properly executed contract, including bonds, insurance certificates, and all other specified requirements.

April 29th, 2026

To whom it may concern:

Please be advised that Aquatic Source is the sole authorized distributor and factory trained representative for Neptune Benson Defender Filters and ETS UV products in the State of Michigan.

If you have any questions, please feel free to contact me at the number below.

Regards,

Will Klietz

Will Klietz

Regional Sales Director
Neptune Benson
Mobile +1 (920) 500-0754
william.klietz@xylem.com
www.xylem.com

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

May 13, 2026

Troy Community Center
Attn: Brian Goul- Recreation Director
3179 Livernois Road
Troy, MI 48083

Re: Filtration & UV Upgrades- Troy Community Center

Brian,

Thank you for the opportunity to provide a bid for the filter and UV upgrades at the community center. In general, our bid is based on the accompanied specifications. We have taken the liberty of identifying three (3) separate cost items as it pertains to the project:

1. Based Bid- This is the original scope of work for the Defender filters for both pools, UV units for both pools and all accompanying labor and materials required to execute this scope of work.

2. It was determined after inspection that the recirculation pumps should be replaced as a function of the project as they were/are not operating correctly and are essential to a fully functioning system.

3. Chemical controllers were identified as needing to be replaced. Functionality is antiquated and not allowing the facility the online connectivity they need to keep the pool running in optimum condition.

4. Finally, the strainers for the slide and feature pumps were old and in most cases leaking. These are to be replaced utilizing the existing pumps.

Below you will find general scopes of work and inclusions for both sections as well as firm costs we are prepared to go to contract with. Should you require further information, please do not hesitate to contact us./ Thankyou again for the consideration and we look forward to working with you on this project.

Project Timeline:

We believe the project will take either side of 4 weeks to complete and have set aside the month of August, 2026 for project completion. As long as we get cooperation from supporting trades and start the project on or before Monday, August 3rd, we are prepared to commit to a re-opening to the public Monday, August 31st.

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

Permits:

We have worked with EGLE on your behalf to have the proposed equipment approved with equipment change forms and accompanying drawings which we include as part of our offering. No inspections other than your annual inspection that you traditionally get should be required. We include no other State or local permits.

We will install all equipment and systems to be FULLY compliant with all current EGLE regulations and best practices in commercial aquatics.

Base Scope:

The base scope of the project is to include the following generally described systems for both the leisure and training pools:

- Complete demolition of existing systems, piping hardware and items necessary to facilitate new installation into dumpsters provided by us
    - We will salvage the existing Pulsar calcium hypo-chlorite systems for re-installation into new recirculation piping
- Defender regenerative media filter systems by Neptune Benson, including 1-year of media and filter cleanse
    - Includes air compressor. Shared between both filtration systems
    - Includes grinder pump for filter discharge pumped to existing sanitary pit. Shared between both filtration systems
- New H2Flow variable frequency drives and bypass panels
- Wafer medium pressure ETS units w/ NEMA 4x enclosures and cable sets
    - All system wires will be in conduit
- New strainers and reducers for pump connections
- All new pressure gauges, vacuum gauges and thermometers
- New Signet #2536 flow meters
- All new ball valves will be schedule 80 PVC valves, true union style
- Ann new butterfly valves will be Bray valves
    - 8” and larger will be gear operated
    - 6” and smaller will be lever operated
    - Valves more than 7’-0” above finished floor will have stainless steel chain operators
- All new piping and fittings will be schedule 80 PVC solvent welded to manufacturers specifications
- All valves will be tagged to a laminated legend
- All pipe will be marked with directional tape
- All new hardware and uni-strut components will be stainless steel
- We include start-up, commissioning, training and additional training as include din the specification. We will leave both pools ready for public use
- We include removal and replacement of all link seals in the pump pit in the through wall penetrations with new stainless steel linkseals

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

Recirculation Pump Scope:

- Provision and installation of new recirculation pumps for both pools
- Include a seal kit for stock for each pool
- Includes new concrete pump bases as may be required
- Includes new 4" liquid filled pressure and vacuum gauges

Chemical Controller Scope:

- New BecSys5 chemical controllers w/ EZ connect online capability
- Includes combined chlorine system (free and total chlorine probes)
- Includes auto-fill control and sensors
- Includes lighted flow cell (no more paddle wheel)
- Includes extra board for future expansion

Strainer Scope:

- Provide new eccentric reducing strainers for both the slide pump and the feature pump
- Strainers will include extra basket per code
- We include concrete pads and/or modification of existing floor / pads if required
- We include modification of existing piping systems required for new strainer installation

Generally this quote is for a full turnkey recirculation system and chemical control system for each swimming pool fully compliant with all EGLE regulations. All offered equipment is fully supported by our staff for both initial and extended manufacturer warranties. All installing technicians are factory trained and certified by Neptune Benson.

Not Included:

- Electrical work. We include all necessary coordination and meetings with your electrical contractor to execute the project
- Low voltage integration wiring with your boiler contractor. We will land their wires for them in the filter control panels and test functionality with them
- Prevailing wages or Davis-Bacon wages
- Certified payroll
- Bonds
- Power
- Water. We plan to save the water in the pools and will chlorinate it throughout the project duration to make sure it is suitable for use when we turn new systems on
- Access. Owner has agreed to provide wider than existing access into the mechanical room via a new entry door
- Permits
- Insurance beyond our standard form. Available upon request

aquatic source

190 Summit St., Brighton, MI 48116 • phone 248.366.0606 • fax 248.366.0605
www.aquaticsource.com

Pricing Summary:

Base Bid Scope-	$ 595,000
Pumps-	$ 15,200
Controllers-	$ 36,160
Strainers-	$ 34,460
	$ 680,820

Please let us know what next steps are and if you have any questions. We would like to be able to order equipment as soon as possible to accommodate and be ready for the installation. We can do that on a simple notice to proceed in lieu of a full contract. Again, we appreciate the opportunity and look forward to transforming that pump room and your patrons' aquatics experience!

Best,



Nick Shelton
Aquatic Source, LLC
General Manager
248-921-1340 c

Proposal & Scope of Work

Date: 6/2/2026 | **Proposal ID: SCOT260602001**

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

FROM: Scott Steinmetz
PROJECT: COT FILTER INSTALLATION

Shaw Service and Maintenance Contacts

Scott Steinmetz, Service Project Manager	Direct (248) 228-2080 | (619) 651-5800 | ssteinmetz@shawsi.com
Dispatch	Direct (248) 228-2080 | service@shawsi.com
After Hours Emergency Number	(877) 370-7076
Service Email	service@shawsi.com

Included	*Excluded*		*Included*	*Excluded*	
☒	☐	*Sales & Use Tax*	☐	☒	*Payment & Performance Bonds*
☐	☒	*Electrical Permit Costs & Fees*	☐	☒	*Overtime Costs*
☐	☒	*Fire Division Inspection Fees*	☐	☒	*Temperature Controls*
☐	☒	*Building Permit Fees*	☐	☒	*Patching &/or repair of holes in walls or floors*

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

SCOPE OF WORK:

- Disconnect, lockout/tagout and remove existing pump, UV and motor starter equipment as required
- Remove associated feeders and raceways
- Provide new disconnects as required
- Install feeders, PVC conduit and final terminations for new pumps, VFDs, UV equipment and filter equipment
- Install dedicated circuits and GFCI receptacles for chemical controllers
- Include $2,500 allowance for tracing, identifying and rerouting existing control wiring
- Provide bonding of all pool equipment with #8 copper per code
- Participate in startup and testing
- All new conduit PVC with seal-tight flex connections at equipment
- THWN-2 minimum conductors (XHHW preferred)
- Coordinate with pool contractor and IT as required

EXCLUSIONS & ASSUMPTIONS:

- Supply of VFDs, pumps, UV systems, chemical controllers, filters, Defender controls and air compressor
- VFD mounting by pool contractor
- UV low-voltage wiring by pool contractor
- Final Defender panel connections by pool contractor
- IT programming, firewall access and network setup
- Mechanical modifications and heater relays
- Coring, patching, structural work and hazardous material abatement
- Existing code deficiencies or unforeseen concealed conditions
- Permit fees, overtime and work not specifically listed above

QUALIFICATIONS:

- Existing wire tracing beyond $2,500 allowance is extra
- Additional hazardous area requirements beyond RFP are extra

Total Offering Price Lift Station 6: $125,217.00

Scott M Steinmetz

Shaw Service & Maintenance

Standard Terms & Conditions

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

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

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

ESTIMATE NAME: COT Filter Installation — **SERVICE ESTIMATE #:** SCOT260602001
CUSTOMER: City Of Troy
DATED: 6/2/2026 — **SHAW REVISION #:**
SHAW QUOTE DATE: 6/2/2026

DESCRIPTION: COT Filter Installation per the provided RFP.

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

MATERIAL	MC-2			$ 32,087		
				$ -		
				$ -		
	ESCALATION/TARIFFS @	9%	**INC FASTENERS/LABELS**	$ 2,888		
	FREIGHT/HANDLING CHARGES @	7%		$ 2,448		
	MI SALES TAX @	6%		$ 2,245		
	MATERIAL TOTAL				$	39,668
DIRECT INSTALLATION LABOR - PER ATTACHED SHEETS						
456	**HOURS @ Straight**	$122.00	**SERVICE ELECTRICIAN**	$55,632		
				$0		
				$0		
				$0		
0	**HOURS @ Time & 1/2**	$170.00	**SERVICE ELECTRICIAN**	$0		
				$0		
				$0		
				$0		
0	**HOURS @ Double**	$214.00	**SERVICE ELECTRICIAN**	$0		
				$0		
				$0		
				$0		
SUPERVISION - 15% OF DIRECT LABOR HOURS (PROCUREMENT, DETAILING, LOGISTICS)						
68	**HOURS @ Straight**	$122.00	**SERVICE FOREMAN**	$8,345		
0	**HOURS @ Time & 1/2**	$170.00	**SERVICE FOREMAN**	$0		
0	**HOURS @ Double**	$214.00	**SERVICE FOREMAN**	$0		
		0%	**INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES**	$0		
	LABOR TOTAL (Includes Markup)					$63,977
EQUIPMENT - LARGE OR SPECIAL TOOLING						
	EXCAVATOR/TRENCHING EQUIPMENT			$0		
	SCISSOR/BOOM/RIGGING/HOISTING/FORKLIFT			$0		
	DISPOSAL/DUMPSTER			$0		
	CIRCUIT TRACER/MEGGER/PHASE ROTATION METER			$0		
	CORING			$0		
	POWER LOGGER			$0		
	PERMIT			$0		
	Allowance For Wire Tracing			$2,500		
ENGINEERING/DOCUMENT MAINTENANCE						
16	**HOURS**	$ 96.00	**SERVICE ENGINEER/FIELD DETAIL/SURVEY**	$1,536		
0	**HOURS**	$ 110.00	**VDC/BIM COORDINATOR/PLOTS/DWGS**	$0		
0	**HOURS**	$ 100.00	**SAFETY REP/ADMINISTRATION**	$0		
DIRECT JOB EXPENSES/SMALL TOOLS/SAFETY/CONSUMMABLES/FIRST AID						
	AS PERCENT @	10%	**OF LABOR ABOVE TOTAL**	$6,398		
or	**AS ITEMIZED ON THE DJE CHECKLIST Pg 2 of 2**			$3,150		
	DIRECT JOB EXPENSES TOTAL					$13,584
TOTAL COSTS					$	117,229
	OH & P ON EQUIPMENT @	15%				$2,038
	OH & P ON MATERIAL @	15%				$5,950
SUBCONTRACTORS						
				$0		
				$0		
				$0		
	SUBCONTRACTOR TOTAL					$0
	FEE ON SUBS @	10%				$0
TOTAL PRICE FOR THIS QUOTATION						**$125,217**

Proposal#CR052926A

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

5/29/2026

Community Center - Pool Boiler Low Voltage Wiring

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:

This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Install low voltage wiring to pool boilers to disable boilers as required for filter regeneration.

Also Included

- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

Qualifications

1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. **This proposal is valid for seven (7) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.**
6. **Credit card transactions are subject to an additional 2.75% fee**
7. **Any and all lead times are estimates and are subject to change.**

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

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees

Total Investment for the above scope of work - $3,876.00

Respectfully submitted,

Colin Rosni

Special Projects Manager
(586)-770-1124
Colin.Rosni@Limbachinc.com

Approved by:

_____ _____

Signature Date

_____

Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

PROJECT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5.. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

PROJECT AGREEMENT TERMS AND CONDITIONS

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner form any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

Neptune Benson
xylem

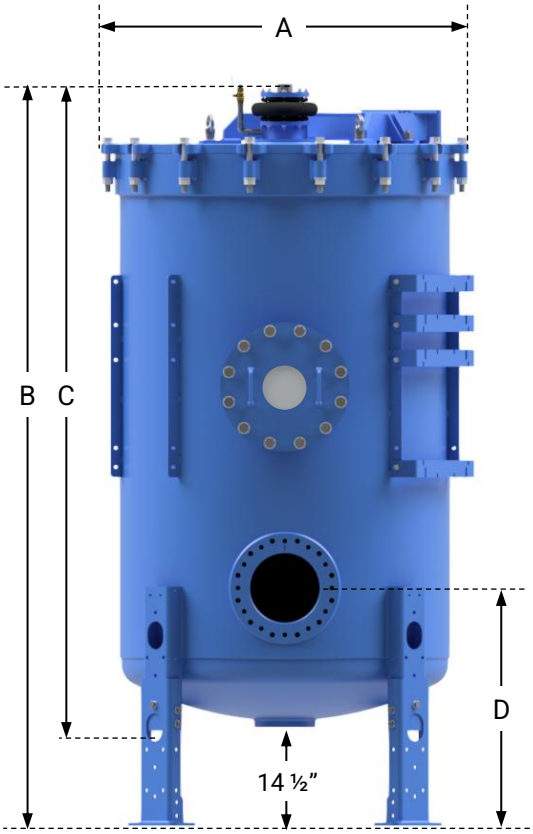
Defender® RMF STANDARD HEIGHT

Technical Data Sheet - Imperial

Leisure Pool Filter

Capacities & Media

	Filter Area (ft^2)	Min Flow (gpm)	Max Flow (gpm)	Perlite (lb)
SP-27-48-487	255	191	535	30
SP-33-48-732	383	287	805	45
SP-41-48-1038	543	408	1,141	64
SP-49-48-1548	811	608	1,702	96
SP-55-48-2076	1,087	815	2,283	128



Connection Sizes

	Inlet/Outlet (in)	Drain (in)
SP-27-48-487	6	3
SP-33-48-732	8	3
SP-41-48-1038	8	4
SP-49-48-1548	10	4
SP-55-48-2076	12	4

Size & Weights

	Capacity (gal)	Shipping Wt. (lb)	Operating Wt. (lb)
SP-27-48-487	159	1,650	2,970
SP-33-48-732	250	1,800	3,880
SP-41-48-1038	441	2,350	6,020
SP-49-48-1548	615	3,320	8,440
SP-55-48-2076	841	3,850	10,850

Dimensions

	A (in)	B (in)	C (in)	D (in)
SP-27-48-487	33.1	97.5	83.5	28.1
SP-33-48-732	38.5	103.3	89.8	31.0
SP-41-48-1038	47.0	104.8	91.3	32.5
SP-49-48-1548	54.1	109.3	95.8	35.0
SP-55-48-2076	61.2	110.5	97.0	36.0

NSF
Certified to NSF/ANSI/CAN 50

Filter Rate (gpm/ft^2)

0.75 — NSF certification range — 3.00

0.75 — Recommended Operation — 2.10

Sizing based on indoor/outdoor, pool type, bather load, etc.

Notes

- Filter Area based on uncoated flextubes.
- All models NSF 50 Certified to 3.00 gpm/ft^2.
- Minimum and Maximum Flowrates based on Neptune Benson recommended filter rates 0.75 - 2.10 gpm/ft^2.
- 16" clearance above filter recommended for service access.
- Inlet and Outlet Sizes based on 10 ft/s maximum pipe velocity.

Xylem
334 Knight St Ste 3100
Warwick, RI 02886 USA

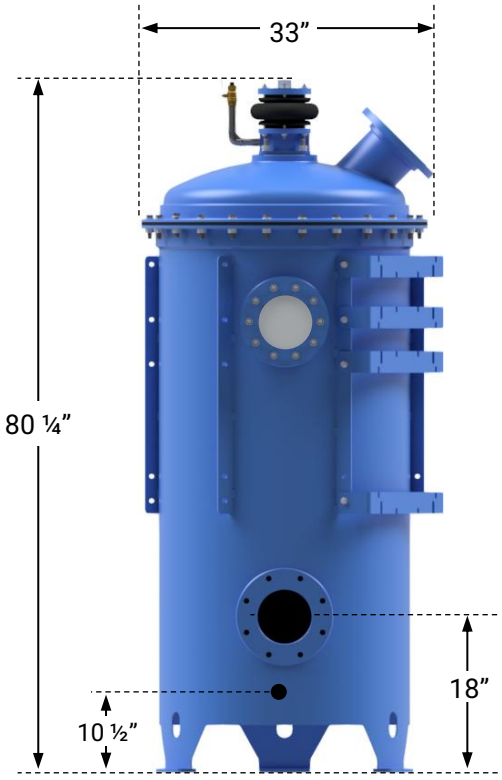
Tel +1 800.832.8002
Tel +1 401.821.2200
xylem.com

All information presented herein is believed reliable and in accordance with accepted engineering practices. Xylem makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Xylem assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products. Subject to change without notice. © 2025 Xylem Inc. or its affiliates. All rights reserved. Defender and Neptune Benson are trademarks of Xylem or one of its subsidiaries.
Released 06.20.25

Therapy Pool Filter

Capacities & Media

	Filter Area (ft^2)	Min Flow (gpm)	Max Flow (gpm)	Perlite (lb)
SP-29-36-200	79	59	165	9
SP-29-36-250	98	74	206	11
SP-29-36-300	118	88	247	13
SP-29-36-350	137	103	289	16
SP-29-36-400	157	118	330	18
SP-29-36-450	177	133	371	20
SP-29-36-500	196	147	412	22



Connection Sizes

	Inlet/Outlet (in)	Drain (in)
SP-29-36-200	6	3
SP-29-36-250	6	3
SP-29-36-300	6	3
SP-29-36-350	6	3
SP-29-36-400	6	3
SP-29-36-450	6	3
SP-29-36-500	6	3

Size & Weights

	Capacity (gal)	Shipping Wt. (lb)	Operating Wt. (lb)
SP-29-36-200	181	735	2,250
SP-29-36-250	181	750	2,265
SP-29-36-300	181	765	2,280
SP-29-36-350	181	780	2,295
SP-29-36-400	181	795	2,310
SP-29-36-450	181	810	2,325
SP-29-36-500	181	825	2,340

NSF
Certified to NSF/ANSI/CAN 50

Filter Rate (gpm/ft^2)

0.75 — NSF certification range — 3.00

0.75 — Recommended Operation — 2.10

Sizing based on indoor/outdoor, pool type, bather load, etc.

Notes

- Filter Area based on uncoated flextubes.
- All models NSF 50 Certified to 3.00 gpm/ft^2.
- Minimum and Maximum Flowrates based on Neptune Benson recommended filter rates 0.75 - 2.10 gpm/ft^2.
- 16” clearance above filter recommended for service access.
- Inlet and Outlet Sizes based on 10 ft/s maximum pipe velocity.
- 10½” height to center of drain connection.

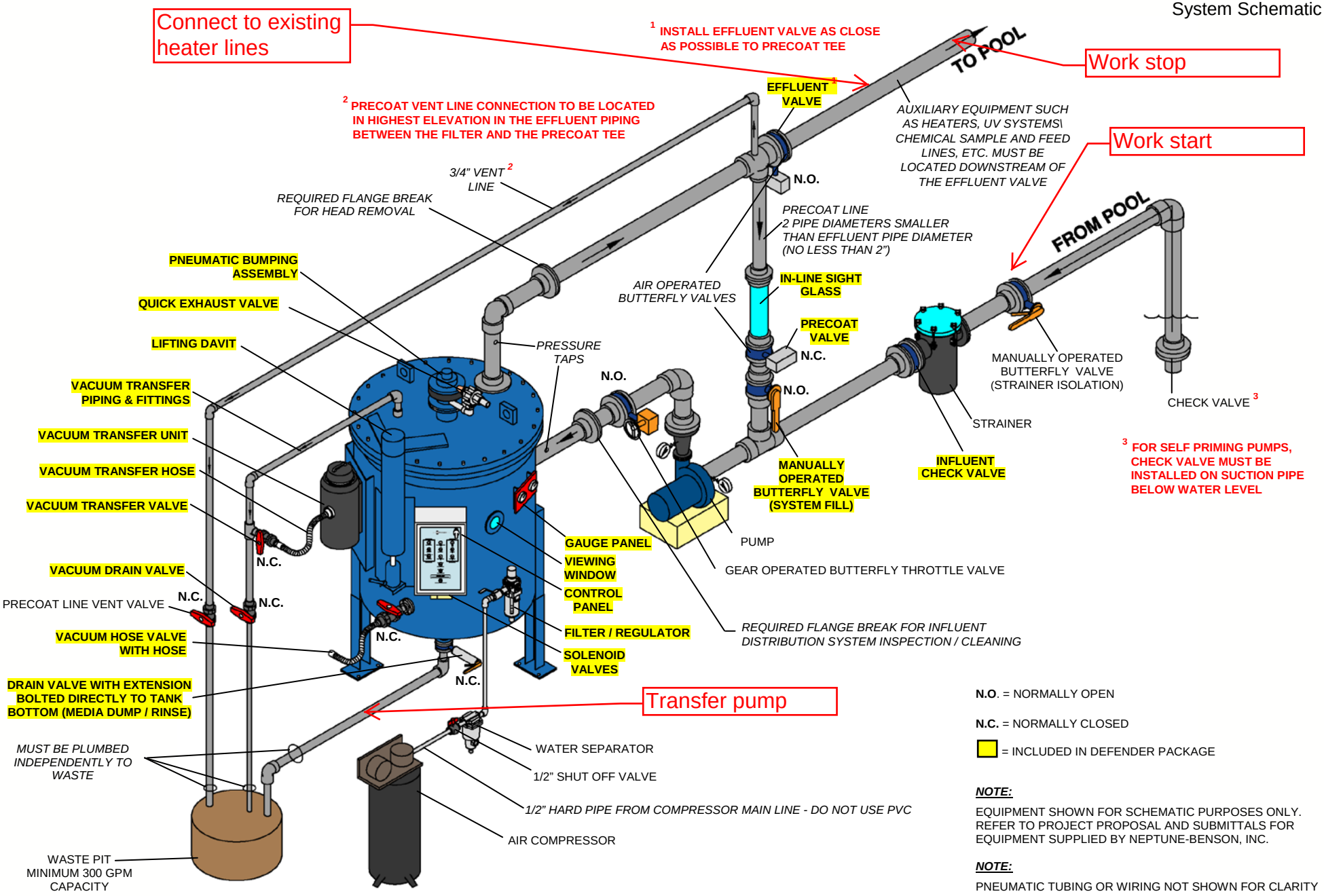
Xylem
334 Knight St Ste 3100
Warwick, RI 02886 USA

Tel +1 800.832.8002
Tel +1 401.821.2200
xylem.com

All information presented herein is believed reliable and in accordance with accepted engineering practices. Xylem makes no warranties as to the completeness of this information. Users are responsible for evaluating individual product suitability for specific applications. Xylem assumes no liability whatsoever for any special, indirect or consequential damages arising from the sale, resale or misuse of its products. Subject to change without notice. © 2025 Xylem Inc. or its affiliates. All rights reserved. Defender and Neptune Benson are trademarks of Xylem or one of its subsidiaries.
Released 06.20.25

Defender® Filter Isometric - Automatic

System Schematic



N.O. = NORMALLY OPEN

N.C. = NORMALLY CLOSED

■ = INCLUDED IN DEFENDER PACKAGE

NOTE:

EQUIPMENT SHOWN FOR SCHEMATIC PURPOSES ONLY. REFER TO PROJECT PROPOSAL AND SUBMITTALS FOR EQUIPMENT SUPPLIED BY NEPTUNE-BENSON, INC.

NOTE:

PNEUMATIC TUBING OR WIRING NOT SHOWN FOR CLARITY

R-11/28/11

Neptune-Benson™

6 Jefferson Drive, Coventry, RI 02816 • (800) 832-8002

P (401) 821-2200 • F (401) 821-7129 • www.neptunebenson.com • www.defenderfilter.com

ETS-UV

xylem

UV Submittal Package

Model: WF-215-6 Nema4x

Leisure Pool UV Unit

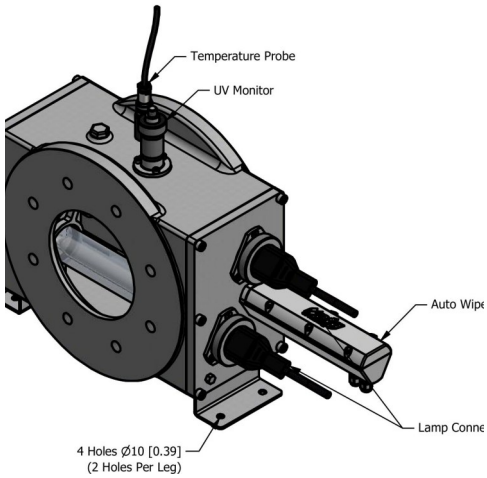
The Wafer® Ultraviolet (UV) disinfection system differs from any other system currently on the market, with a unique chamber making it the most compact UV disinfection system available today at about one third of the size of comparative UV offerings. With a significantly reduced maintenance envelope, the Wafer system offers an easy to install and retrofit solution that will fit into the tightest of mechanical rooms.

Not only does the Wafer UV System represent the most compact UV solution available, it also features a hydraulically optimized design that provides efficient treatment of chlorine resistant pathogens such as Cryptosporidium, as well as reduction of chloramines delivering a more pleasant and safer environment for pool users. The strong odor associated with swimming pools will also be eliminated, and the facility will be protected from the corrosive effects these chemicals can have.

The Wafer System is tested to and is compliant with the latest regulatory requirements, giving installers and operators the knowledge that they are providing not only the most efficient solution, but a fully compliant one.

The Wafer System also includes a number of advanced features. The automatic wiper and Twistlok™ lamps are designed to reduce maintenance intervals and to ensure that any maintenance is simpler, faster to undertake, and as safe as possible.

Operators will benefit from the inclusion of the Spectra control system as a standard, which includes a wide range of features such as data stream monitoring, process interlocks, and programmable set points. A key Spectra control feature includes variable power stepping from 100% to 30% at no extra cost, allowing operators to optimize the operational power of their system to match bather loads and pool operating schedules.

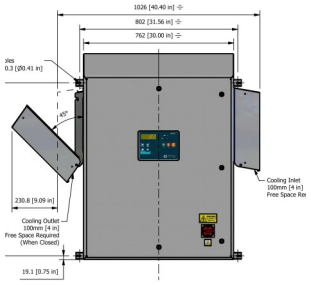


Model	Lamp & Power	Weight (Wet/Dry)	Connection	Pressure Rating	Reactor Materials
WF-215-6	2 x 1500w	150/128	6" ANSI 150	150psi	316SS
Max Flow for 60mj/cm^2 UV Dose & 3-Log Crypto*		**Standard Cables**	**Optional Cables**	**Wiper System**	
862 gpm		30'	45', 90'	Standard / Automatic Wiper	
Reactor Dimensions (WxDxH Inches)		**Exact Flange to Flange**	**Quartz Strainer**	**Pipe Shields**	
7x25x16		7.09"	6" EZ-Clean	6" (x2)	

**All flow rates assume a 94% minimum UVT. Call for site specific or NY sanitary code sizing. Minimum 60mj/cm^2 @ EOLL (End of Lamp Life)*

Control Panel Rating		Control Panel Material	Control Panel Weight (lbs)	Control Panel Dimensions (Inches)
Nema4x		Stainless Steel	140	41x41x15
Variable Power		30-100% (Automatic Dose Pacing)		
User Interface		Spectra III Membrane/Push Button		
	Voltage	**Frequency**	**FLA**	**Breaker**
Standard	208-230v 1p	50-60hz	16a	30a
Optional	480v 3p	50-60hz	8a	20a

Front Elevation



For drawings and other documentation:

Click Images to Follow Links

Certified to NSF/ANSI Standard 50

xylem

ETS-UV

xylem

UV Submittal Package

Model: WF-115-3 Nema4x

Therapy Pool UV unit

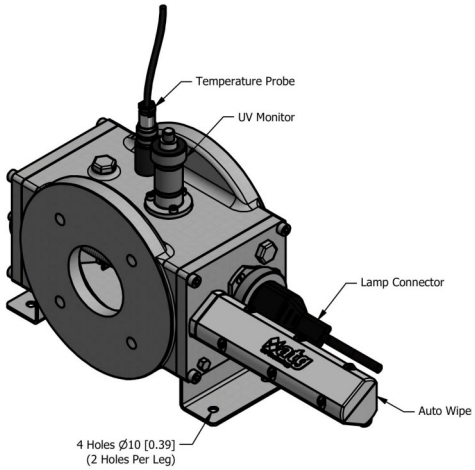
The Wafer® Ultraviolet (UV) disinfection system differs from any other system currently on the market, with a unique chamber making it the most compact UV disinfection system available today at about one third of the size of comparative UV offerings. With a significantly reduced maintenance envelope, the Wafer system offers an easy to install and retrofit solution that will fit into the tightest of mechanical rooms.

Not only does the Wafer UV System represent the most compact UV solution available, it also features a hydraulically optimized design that provides efficient treatment of chlorine resistant pathogens such as Cryptosporidium, as well as reduction of chloramines delivering a more pleasant and safer environment for pool users. The strong odor associated with swimming pools will also be eliminated, and the facility will be protected from the corrosive effects these chemicals can have.

The Wafer System is tested to and is compliant with the latest regulatory requirements, giving installers and operators the knowledge that they are providing not only the most efficient solution, but a fully compliant one.

The Wafer System also includes a number of advanced features. The automatic wiper and Twistlok™ lamps are designed to reduce maintenance intervals and to ensure that any maintenance is simpler, faster to undertake, and as safe as possible.

Operators will benefit from the inclusion of the Spectra control system as a standard, which includes a wide range of features such as data stream monitoring, process interlocks, and programmable set points. A key Spectra control feature includes variable power stepping from 100% to 30% at no extra cost, allowing operators to optimize the operational power of their system to match bather loads and pool operating schedules.

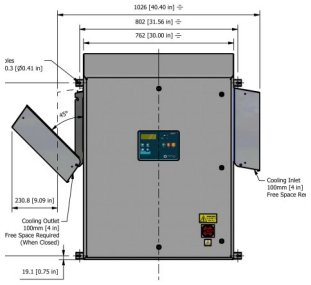


Model	Lamp & Power	Weight (Wet/Dry)	Connection	Pressure Rating	Reactor Materials
WF-115-3	1 x 1500w	66/60	3" ANSI 150	150psi	316SS
Max Flow for 60mj/cm^2 UV Dose & 3-Log Crypto*		**Standard Cables**	**Optional Cables**	**Wiper System**	
220 gpm		30'	45', 90'	Standard / Automatic Wiper	
Reactor Dimensions (WxDxH Inches)		**Exact Flange to Flange**	**Quartz Strainer**	**Pipe Shields**	
7x21x12		6.3"	3" Basket	3" (x2)	

**All flow rates assume a 94% minimum UVT. Call for site specific or NY sanitary code sizing. Minimum 60mj/cm^2 @ EOLL (End of Lamp Life)*

Control Panel Rating		Control Panel Material	Control Panel Weight (lbs)	Control Panel Dimensions (Inches)
Nema4x		Stainless Steel	140	41x41x15
Variable Power		30-100% (Automatic Dose Pacing)		
User Interface		Spectra III Membrane/Push Button		
	Voltage	**Frequency**	**FLA**	**Breaker**
Standard	208-230v 1p	50-60hz	8a	20a
Optional	480v 3p	50-60hz	4.5a	15a

Front Elevation



For drawings and other documentation:

Click Images to Follow Links

Certified to NSF/ANSI Standard 50

xylem

BECSys5

Advanced Water Chemistry Control





The **BECSys5** water chemistry controller includes advanced sensors and features that produce crystal clear water for a healthy, safe and pleasant patron experience in a wide variety of applications, including pools, spas, water parks, fountains, zoos and aquariums.

Optimal water quality achieved with the **BECSys5** minimizes chemical usage, often resulting in significant savings. Substantial energy and water savings can also be realized by utilizing the BECSys5's advanced scalable capabilities.

Operation and maintanence staff will save time and be more efficient with proactive status messaging and increased visibility with BECSys Live.

BECSys *Live!*



BECSys *Live* is included with every **BECSys5**, providing simple and secure 24/7 real-time access from just about any device: PC, Mac, desktop, laptop, tablet and/or smartphone. All features integrated with the BECSys5 are available through BECSys Live.

Monitor status, change settings and review system performance. Review graphs and run reports that summarize key system activity and metrics, so you can easily spot trends.

Visit **becsys.live** to learn more and create your free account. And best of all... no additional fees or monthly subscription required!

Advanced Water Chemistry Control... and much more!

- ✓ **Advanced sensor technology** - proprietary pH and ORP sensors, with 2 year warranty
- ✓ **True PPM sensors** - Free, Total and Combined chlorine monitoring and control with PPM set points
- ✓ **Total Alkalinity** - monitor and control Total Alkalinity (TA)
- ✓ **Direct Test Kit Interface** - automatically upload/record digital readings from SpinTouch test kit
- ✓ **System Flow** - monitor circulation rate, and control VFD with Water Chemistry Assurance and Heater Protection
- ✓ **Chemical inventory management** - track usage and never run out again!
- ✓ **Intelligent Autofill** - monitor water consumption and identify leaks!

Providing the world's most advanced water chemistry solutions

BECS TECHNOLOGY

BECSys5

Advanced Water Chemistry Control

Advanced Water Chemistry Control
- pH, ORP, temperature
- Free chlorine (ppm)
- Total chlorine (ppm)
- Combined chlorine (ppm)
- Saturation Index calculation
- TDS (Total Dissolved Solids)
- Turbidity

Direct Test Kit Interface
- Automatically upload test kit readings from SpinTouch
- Review on screen or through BECSys Live
- Compare test kit readings to sensor readings

Total Alkalinity (TA) Control
- Add the BECSys Alkalinity Meter to monitor TA
- BECSys5 controls TA by automatically selecting between acid and CO_2 for pH control
- Routine bicarb additions no longer needed in most pools
- TA set points settable by operator
- TA reading is unaffected by residual chlorine or saline levels of water

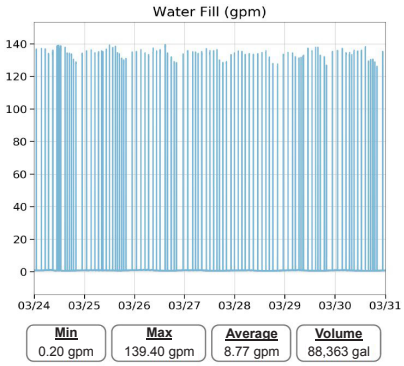
24/7 Monitoring & Control with BECSys Live!
- Gbit Ethernet standard in every BECSys5
- Simple and secure setup using EZConnect
- Visit **becsys.live** to get started



Circulation System Management
- Monitor circulation rate
- **Track turnovers & volume processed**
- Monitor strainer vaccum & pump effluent pressure
- Track Total Dynamic Head (TDH)

Advanced VFD Control
- Set circulation rate in gpm directly from BECSys5
- Program alternate turndowns, e.g. to save energy
- **Water Chemistry Assurance** automatically adjusts energy saving turndowns to assure proper water quality is maintained

Intelligent Autofill
- Maintain proper water level
- Autofill / chemical feed coordination
- **Monitor water consumption**
- **Identify pool leaks**
- Prevent surge pit overflows



Chemical Inventory Management
- Monitor acid and chlorine inventory
- **Track chemical usage**
- **Chemical reorder notifications**

You're in great hands!

BECS Technology has been designing and manufacturing the world's most reliable and innovative water chemistry controllers for over 30 years. We take pride in developing aquatics solutions that stand the test of time and are easy to use with features and capabilities that bring real value to our customers and their facilities.

Yet even the best equipment requires competent support to reach its full potential. BECSys distributors have been factory-trained and authorized to provide everything you'll need to take full advantage of all the benefits of your BECSys controller through the warranty period and beyond.

With a BECSys, you're in great hands!

Document #4333-G



BECS TECHNOLOGY

BECSysInfo@becs.com ♦ www.becs.com

Providing the world's most advanced water chemistry solutions

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.6.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Works Director
Dennis Trantham, Deputy Public Works Director
Brian Goul, Recreation Director

Subject: Approval of the Proposed 2026 Renewal and Amended Restatement of the Agreement By and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village (Introduced by: Brian Goul, Recreation Director)

The City of Troy has owned and operated a museum and historic village on Wattles Road since 1968. Presently, the museum property, now known as the Troy Historic Village (Village), consists of five acres of real property and eleven historic structures. In 2010, due to adverse economic conditions and budgetary constraints, the City planned to close the Village to the public. In December of that year, the Troy Historical Society (THS) submitted a proposal indicating a willingness to assume operational management of the Village in order to avert closure of the facility. Representatives of the City Attorney's Office, City Management, and THS negotiated an "Agreement by and between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Museum and Historic Village." The five-year Agreement was approved by City Council in March 2011 and expired on June 30, 2016. In 2016, the agreement was amended and approved by City Council in May 2016, and expires June 30, 2026.

Under the current Agreement, the City retains ownership of the land, buildings, and collections within the Village, and THS assumes all operational costs. These costs include the hiring and payment of a full-time director and other staff members. The City is responsible for payment of the utilities, insurance, security, and building maintenance costs. Any revenues generated through admissions, grants, fundraising activities and program activities are retained by THS to support the operation of the Village. THS has continued to operate the Village in accordance with the agreement and has provided high-quality programming related to Troy history and has provided public access to the Village's buildings, exhibits, and collections.

Since the current agreement is expiring, THS has met with City Administration to negotiate the attached renewal agreement with the main addition allowing alcohol in a designated pavilion/shelter area as is allowed at the Nature Center and in the Parks. Language was also added to the contract regarding the masterplan along with some other minor changes.

The Troy Historical Society Board voted unanimously to approve the agreement with proposed

changes on May 19, 2026.

Recommendation
Based on the past relationship between the City and THS, the City Administration recommends approval of the “2026 Renewal and Amended Restatement of the Agreement by and Between the City of Troy Historical Society for Use, Operation and Management of the Troy Historic Village.”

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

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** the 2026 Renewal and Amended Restatement of the Agreement By and Between the City of Troy and the Troy Historical Society for Use, Operation and Management of the Troy Historic Village, and the Mayor and City Clerk are **AUTHORIZED TO EXECUTE** the document; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

2026 RENEWAL AND AMENDED RESTATEMENT OF THE AGREEMENT BY AND BETWEEN THE CITY OF TROY AND THE TROY HISTORICAL SOCIETY FOR USE, OPERATION AND MANAGEMENT OF THE TROY MUSEUM & HISTORIC VILLAGE

This Agreement is made this _____ day of _____, 2026 by and between the City of Troy, a Michigan Municipal Corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084, ("TROY") and the Troy Historical Society, a Michigan non-profit corporation, whose address is 60 W. Wattles, Troy, Michigan 48098, ("THS"), and collectively referred to as the "parties" hereby agree as follows:

RECITALS

A. WHEREAS, TROY owns a museum of local and regional history, originally known as the Troy Museum & Historic Village and now known simply as the Troy Historic Village ("Village"), that TROY created in 1968 and that in the intervening years has grown into a 5-acre campus with eleven (11) historic structures and has become a regional cultural destination; and

B. WHEREAS, both the Village and THS have adopted a Mission and Vision Statement by which the Village and THS function (Exhibit 1); and

C. WHEREAS, the Village has provided outstanding programs regarding everyday life in historic times and access to buildings and displays in a historical setting to thousands of school children and the public for the purpose of providing educational and enrichment opportunities; and

D. WHEREAS, THS is a 501(c)(3) non-profit corporation incorporated in 1966 to support the formation of a Troy history museum and historic village with volunteer services and significant financial donations in its mission to assist TROY in

developing the Village site, including, but not limited to, the movement of historical buildings to the Village grounds and the restoration of those buildings; and

E. WHEREAS, it is the mission of both TROY and THS is to continue to offer such outstanding historical programs and access to the collections of exceptional historical buildings to educate students and the public regarding our history; and

F. WHEREAS, TROY and THS entered into a five-year Agreement effective July 1, 2011 allowing THS to use and manage the Village property without compensation from TROY except as set out in the Agreement, and entered into a Ten (10) Year Renewal and Amended Restatement of the Agreement in 2016; and

G. WHEREAS, the parties desire to renew, amend and restate in its entirety their 2016 Agreement to facilitate these mutual goals of the parties for the Village for both its near-term and long-term future.

NOW THEREFORE, THE PARTIES AGREE AS FOLLOWS:

1. NON-PROFIT STATUS. THS represents and warrants that it is a Michigan non-profit corporation exempt from tax under Sec. 501(c)(3) of the Internal Revenue Code and that it has the power and authority to execute and deliver this Agreement and to perform its obligations hereunder, and the execution, delivery and performance of this Agreement have been authorized by all necessary action, including the approvals and ratification by the THS Board of Trustees prior to the effective date hereof. This Agreement shall only be effective if THS continues its status as a Michigan

non-profit corporation with the same or similar mission and vision attached hereto as Exhibit 1.

2. <u>USE OF CITY PROPERTY.</u> TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its property commonly known as the Troy Historic Village, located at 60 W. Wattles, Troy, Michigan 48084 ("Village"), legally described on Exhibit 2, which is a locally designated Historic District. The property includes the following structures:

- Troy Township Hall/ Old City Hall, built on site in 1927, currently houses Museum offices, THS Village Store and records, Pioneer Room for classes and meetings, reference library, and collections storage areas;
- Log cabin, built circa 1840 in Monroe County, Michigan;
- Caswell House, which is included on the National Register of Historic Places, built in 1832 in Troy, and its adjacent historic outbuilding;
- Poppleton School, a one-room, red brick schoolhouse built in 1877 in Troy;
- A replica of Cutting's General Store, originally located at Troy Corners, two miles north of the Museum, resembling its appearance in 1918. The Village Archive is located on the second floor with additional collections in storage in the basement;
- The Village Print Shop, an on-site, rebuilt water meter testing station, appointed to 1910, containing a turn-of-the-century printing press;
- Wagon Shop, built at Troy Corners circa 1859, containing a functioning blacksmith's forge;
- Troy Parsonage, built at Troy Corners circa 1874 and appointed with 1923 furnishings, also has a workshop in the basement;
- Troy Historic Church (formerly United Methodist Church of Troy), built at Troy Corners in 1837, which has a deep basement used for storage of large artifacts in the Village collections;
- Town Hall, built circa 1864 in Troy as a one-room school and now functions as an interactive learning area;

- Niles-Barnard House, built in 1826/27 at Troy Corners, which is now restored and used for programming and rentals with basement storage;
- Other non-historic structures that add to the landscape including a replica of a nineteenth century gazebo, a non-functioning outhouse, and a functioning bread oven;

The use of the term "Village" also refers to the land and improvements contained on the property known as 60 W. Wattles, Troy, Michigan 48084 ("Premises"). The Village is to be occupied and used for the sole purpose of promoting the mission and vision of TROY and THS through historical programs and events and under the requirements set out in this Agreement. THS is entitled and limited to the use of the Village and the Premises during the term of this Agreement, set forth in Paragraph 18, subject to amendment or termination of this Agreement in accordance with its terms.

Attached is the Village Master Plan, approved in 2023, which provides a vision for future development of the Village, its buildings, parking and premises, and which is designed to serve as guidance for any funding requests, relocations, maintenance and development of the Village.

The Village and Premises shall remain the property of TROY at all times. At any time, employees of TROY acting as agents on behalf of TROY, may enter onto the Premises for maintenance, service and inspection or for any other purpose set out in this Agreement.

3. <u>USE OF CITY COLLECTIONS AND OTHER EQUIPMENT AND ASSETS ON VILLAGE PROPERTY</u>. TROY, in consideration of the mutual covenants and agreements contained herein, and for other valuable consideration, will allow THS the non-exclusive use of its collections and assets located on the Village and Premises, including but not limited to, the following: historic furnishings; documentary and

photograph artifacts (archives); domestic and agricultural implements: textiles and clothing, vehicles and other objects indicative of the lifestyles, customs, dress and resources of the residents, businesses, and government of the area. These items are either exhibited or stored in designated areas on site.

TROY will also allow THS the non-exclusive use of its other Village equipment and assets located on the Village Premises, including but not limited to, office furniture and equipment, picnic tables, books, reference materials and other property used in the administration of the Village. THS shall communicate with TROY's contact person before disposal or destruction of TROY's assets.

4. RENEWED APPOINTMENT OF THS TO USE, MANAGE AND OPERATE THE VILLAGE. Based upon the prior experience of THS in managing and operating the Village, effective July 1, 2026, TROY grants to THS the renewed right, subject to TROY'S approval as set out in this Agreement, to use, manage and operate the Village and THS accepts the delegation of the use, management and operation of the Village in accordance with the mission and vision of the Village and the terms of this Agreement.

5. COMPENSATION TO THS. THS understands and acknowledges that TROY has no duty to compensate THS for any services performed under this Agreement except as set forth in this Agreement. TROY understands and acknowledges that the costs of ongoing professional management and operation of the Village for TROY by THS as required by this Agreement, i.e., as a regional cultural destination for TROY, the public and its school children, may cause THS to ask TROY annually for TROY's consideration and response to make an appropriation toward the operating budget of

THS for the Village, in addition to amounts paid by TROY under Paragraph 12 of this Agreement.

6. <u>DUTIES AND RESPONSIBILITIES OF THS.</u> The duties, responsibilities, and rights of THS include all aspects of the use, operations and management of the Village. THS will maintain public hours of operation that will not exceed Monday through Sunday from 8:00 a.m. to 9:00 p.m. Additionally, facility rentals and/or special programs will conclude no later than 11 p.m. Events outside of these hours will be scheduled only with prior approval of TROY's contact person.

Except as otherwise set out in this Agreement, THS will have sole discretion and authority to manage the day-to-day operations of the Village, for the benefit of the public and school children in accordance with the mission and vision of the Village and THS, including, but not limited to the following:

a. Employees, staffing and volunteers in compliance with Paragraph 7;
b. Days and hours of operation;
c. Customer service performance standards;
d. Admission rates with at least 10 days prior notice of changes to TROY'S contact person;
e. Rental rates for use of the premises by the public, with at least 10 days prior notice of changes to TROY'S contact person;
f. Collections and other operational policies and procedures;
g. Present exhibits;
h. Programs, products and interpretive services that are in keeping with the mission and vision statements of the Village and THS;

i. Care, preservation and use of Village collections and historic buildings, in compliance with standards set by the American Alliance of Museums and the U.S. Department of Interior Standards for Historic Rehabilitation, consistent with current Village policies;

j. Provide inventory and merchandise for the Village store;

k. Oversee rental of the use of the Village property to avoid damage by the public;

l. Care, use and cleaning of Village assets including, but not limited to, office furnishings and equipment.

7. <u>VILLAGE STAFF AND VOLUNTEERS</u>. During the term of this Agreement, THS shall employ a full-time Village Executive Director. THS will endeavor to select a Village Executive Director with history or museum studies, archival and/or other appropriate qualifications. In hiring other employees for the Village, such as but not limited to, a curator, archivist, interpreters or other professional staff, THS will endeavor to select individuals with appropriate qualifications. THS shall insure that all new Village employees and staff members and volunteers are subject to an advance background check. THS shall supply a list of new Village employees and volunteers to TROY'S contact person in advance. TROY may conduct its own background check of those employees and volunteers. If TROY objects to THS employment or use of a specific individual, based on TROY's background check, THS will cooperate with TROY to limit or remove that individual from service on the Village Premises. TROY also reserves the right to conduct periodic background checks of current THS staff members and volunteers.

No Village volunteer shall be under the age of ten (10) years old. Any volunteers that are between the ages of 10 and 18 years old, such as, but not limited to, school programs youth volunteers or Scouts, shall be supervised at all times by Village staff and/or such young volunteer's parent, grandparent, or other adult present at the site on behalf of the volunteers. No minor volunteers shall be present during any activities or programs at which alcohol is served.

8. ALLIANCES. TROY reserves the right to object to THS entering into partnerships, collaborations, or other relationships with entities other than TROY to enhance the Village's mission-focused visitor experience, enhance operations, diversify sources of private or public funding, reduce costs, or realize other benefits or operational efficiencies. Any such objection would require THS to discuss the partnership or collaboration or relationship with TROY's contact person to determine next steps, and would only be exercised if TROY's City Manager believes, in his or her sole discretion, that said partnership or collaboration would be detrimental to TROY or the Village Premises.

9. VILLAGE REVENUES AND COSTS. THS will retain all revenues earned from the Village's operations, including, but not limited to: admission fees; program revenues; Village store revenue; facilities or property rentals for private functions or use; revenues provided, or funds received, from federal, state or county sources; and all other revenues, funds, grants, donations or pledges, in cash or in kind (such as donations of property or securities) from any private or public source. Further, any revenues related to artifact or collections-related activities shall accrue to the THS. THS will continue to maintain and operate a Village store to sell mission-related merchandise, and will keep

THS files and financial records at the Village. All funds received by THS from Village operations will be used to further and promote the general welfare and interests of the Village.

All costs of using, managing and operating the Village will be the responsibility of THS, subject to TROY's payments of or toward such costs pursuant to this Agreement.

10. PROTECTION OF COLLECTIONS. THS recognizes that Village buildings, archives and other collections are not financial assets and will adhere to the most recent version of the American Alliance of Museums Code of Ethics regarding the acquisition, accessioning, deaccessioning, and disposal of collections materials. The current version is found at: https://www.aam-us.org/programs/ethics-standards-and-professional-practices/code-of-ethics-for-museums/. TROY'S property shall not be used as collateral by THS. THS shall not deaccession or dispose of any building contents or other collection materials without prior notice to TROY's contact person. If, after consultation with TROY's contact person, there is a dispute between TROY and THS regarding a deaccessioning or disposal issue, the parties agree to abide by the decision of TROY's City Manager. New accessions donated to or purchased by THS will become the property of TROY. Any proceeds from the sale of any building, contents or other collection materials will be used only for the acquisition of new artifacts, or archival materials, or for the care of existing collections.

11. SECURITY. If necessary to ensure security of the Village Premises or historic buildings, THS shall allow members of the Troy Police Department, Troy Fire Department and/or any other federal or state law enforcement agency onto the Village Premises or into the historic buildings.

12. DUTIES, RESPONSIBILITIES, AND RIGHTS OF TROY IN VILLAGE OPERATIONS.

A. Utilities and Maintenance. To ensure the continued integrity of the Village and its Premises, assets, buildings and collections for the present and future benefit of the public and school children, whether or not the Village is open to the public, and in recognition of TROY'S continued ownership of all Village assets and collections, TROY will provide an annual operations appropriation to THS for the duration of this Agreement for the maintenance of the Village at the level it was maintained as of the effective date of this Agreement, as follows:

1. Utilities to all Village buildings, including heat, electricity, water/sewer and building security;
2. Maintaining liability insurance for TROY;
3. Building maintenance;
4. Grounds maintenance of the Premises, including all areas abutting adjacent streets, including mowing, tree trimming, snow removal, and fall clean-up;
5. Trash removal from Premises barrels on days the Village is open to the public and emptying of Premises dumpsters on a regular basis; yard waste removal as needed.
6. TROY will provide and pay for phone lines for the elevator and fire alarm system.
7. TROY will provide at least two (2) computers connected to TROY's City server so that Village employees and volunteers may have access to the PastPerfect (a registered trademark of the American Association of State and Local History) database that resides on the TROY City server and contains the digital records

of TROY's Village archive and collections. TROY will provide PastPerfect upgrades as they become available.

TROY may provide the necessary maintenance and trash services with its own personnel, and choose to pay other necessary service providers directly. TROY shall at least annually advise THS of the amounts paid directly to the providers.

B. Repairs and Improvements. TROY will provide separate funding, through the annual capital budget process, to invest in the Village so as to ensure that its grounds and all buildings, which are included in a locally designated Historic District, are maintained in compliance with Chapter 13, the local preservation ordinance, State of Michigan statutes and the U.S. Department of Interior Standards for Historic Rehabilitation. All appropriations by TROY towards such funding will be used by the THS, with TROY's prior approval, or by TROY, to make repairs and improvements, as approved by TROY's Historic District Commission and in consultation with TROY'S contact person. In the event of catastrophic damage, TROY will work in consultation with THS and the Historic District Commission to implement appropriate restorations in compliance with the Department of Interior Standards for Historic Restoration. THS and the designated TROY representative (Facilities Division) shall annually perform a "walk-through" inspection of the Village structures to call attention to repair and maintenance issues before they become major problems.

C. Miscellaneous Items.

1. TROY shall continue to pay licensing fees for the Village for performance rights organizations such as the American Society of Composers, Authors and Publishers (ASCAP) and Society of European Stage Authors and Composers (SESAC).
2. THS shall continue to maintain and use the electronic database, PastPerfect, for the Village collections.
3. The parties shall endeavor to have TROY's City Manager or designee serve as a liaison board member of THS, in accordance with the THS policies regarding board membership.

13. AUDITS AND REPORTS. By December 31st of each year, THS shall furnish to TROY an annual report of THS activities with respect to the Village for the previous fiscal year ended June 30th. This report shall include the following subject matters:

a. Itemized revenues and expenses;
b. Fund raising activities;
c. Number of visitors during the reporting period;
d. The schedule of hours of operation of the Village during the reporting period and the average number of hours per week that the Village was open to the public during the reporting period; and
e. List of major accessions and deaccessions.

By January 31st of each year, THS shall deliver to TROY a copy of its annual financial statements for the previous fiscal year, audited by an independent certified public accountant.

14. INSURANCE. THS shall carry general liability insurance, commercial personal property insurance, workers compensation, and motor vehicle liability for any actions,

claims, liability or damages caused to others arising out of the performance of this Agreement in amounts approved by TROY and set forth in the attached Exhibit – Sample Certificate of Insurance. TROY shall be named as an additional insured on the general liability insurance using the following wording: “City of Troy, all elected and appointed officials, all employees and volunteers, boards, commissions and/or authorities and their board members, employees, and volunteers are additional insureds” on ISO form B or broader.

TROY shall be notified of any cancellation or material change of any insurance within 30 days. The cancellation clause shall read:

> “*Should any of the above-described policies be canceled or materially changed before the expiration date thereof, the issuing company will provide 30 days written notice to the additional insured*.”

Cancellation of the insurance shall be considered a material breach of this Agreement, and the Agreement shall become null and void unless THS immediately provides proof of renewal of continuous coverage to TROY. All insurance carriers shall be licensed and admitted to do business in the State of Michigan and acceptable to TROY. Proof of insurance meeting these requirements shall be provided to TROY within 24 hours after execution of this Agreement.

THS is responsible for any deductibles for any of the policies. THS shall furnish to TROY a complete copy of the acceptable Certificates of Insurance and evidence of coverage. If any of the policies expire during the term of the Agreement, THS shall deliver renewal certificates and/or policies to TROY at least ten (10) days prior to the expiration date.

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

16. ALCOHOL AND TOBACCO USE. THS shall prohibit the use and smoking of tobacco, e-cigarettes, vapes and all other smoking products and devices within the Village Premises at all times. In accordance with TROY's Parks Ordinance, Chapter 26, Section 26.11, THS can issue park shelter reservation permits, which would allow for individual consumption of wine or beer in the designated Village shelter/tent. All other use of alcohol on Village Premises shall be prohibited unless there is a valid permit issued by the Michigan Liquor Control Commission. Persons who refuse to cooperate with this requirement shall be removed from the Premises by THS and/or law enforcement personnel.

17. DUTY TO NOTIFY AND COOPERATE. The parties shall provide notice within twenty-one (21) days of the receipt of any claim for damages or injuries. The parties shall cooperate with the defense of any claims subject to the indemnification provisions of Paragraph 15.

18. TERM OF AGREEMENT. This Agreement shall remain in effect for a ten (10) year period beginning on July 1, 2026 and ending on June 30, 2036 unless terminated by either party as set out in Paragraph 19. Within sixty (60) days prior to the end of the term of this Agreement, THS shall notify TROY that it desires to continue to perform the services described in this Agreement. There will be up to three (3) additional options to renew the Agreement for ten (10) year terms.

19. TERMINATION AND SURRENDER OF PREMISES. TROY or THS for any reason may terminate this Agreement upon one hundred twenty (120) days written notice to the other party. Notice shall be provided as set out in Paragraph 27. THS shall peaceably surrender the Village Premises to TROY immediately when requested to do so by TROY in at least as good a condition as on the date of first use of the Village Premises by THS under this Agreement, excepting normal wear and tear.

20. TAXES. THS agrees to pay any and all sales, use or other taxes that may be legally due and owing to any governmental agency as a result of its use, operation, occupation and/or management of the Village.

21. ACCOUNTING. For the purpose of ascertaining revenues and expenditures, THS agrees to maintain records showing all income, expenditures and other receipts with respect to THS's use, operation and/or management of the Village. TROY shall have the right to examine THS's records at any time. THS further agrees to meet with the City Manager of TROY or his/her designee when requested, but at least once a calendar year, for the purpose of jointly evaluating the continued use, operation and management of the Village. THS shall further provide to TROY on request an annual verification or certification status as a Michigan Non-Profit Organization. THS will provide an annual

report to TROY and include financial reporting of revenues, expenditures and programming reviews and set out in Paragraph 13.

22. INDEPENDENT CONTRACTOR RELATIONSHIP. THS is an independent contractor and as such shall have full authority and responsibility to discharge the duties imposed upon it hereunder without restrictions other than those imposed by or pursuant to this Agreement. Nothing contained in this Agreement shall constitute the parties as partners or joint venturers for any purpose, it being the express intention of the parties that no such partnership or joint venture exists and that each party has only those duties to the other that are specified in this Agreement.

23. DOCUMENTATION. TROY and THS agree that they will execute and deliver any documents which may be necessary to implement this Agreement.

24. NO AUTHORITY TO BIND OTHER PARTY. THS, its Board of Trustees and its Officers, shall not have any right or authority to bind or obligate TROY, nor shall TROY have any right or authority to bind or obligate THS, without the other party's prior written consent.

25. NON-ASSIGNABILITY. THS's privilege to use, operate and manage the Village Premises shall be solely in connection with this Agreement. THS shall not transfer or assign this Agreement or any rights hereunder. This Agreement is non-assignable in whole or in part.

26. CONTACT PERSONS. TROY will contact the President of THS regarding issues of concern regarding use, operation and management of the Village Premises and this Agreement. In the absence or unavailability of the President, TROY will contact the individual named by the President as his/her designee. For concerns regarding the day-

to-day use, operation and management of the Village premises, THS will contact the City Manager or an individual named as his/her designee.

27. <u>NOTICES</u>. All written notices required under this Agreement shall be provided to the respective party at the address indicated below or at such other address as the parties shall designate in writing. A party may change its designated address by providing a written notice to the other party. Notices regarding termination shall be sent by certified mail, return receipt requested. In the alternative, notices of termination may be given by personal service on the party. For purposes of this Agreement, "prior notice" means notice given at least ten (10) business days before the effective date of the subject of the notice.

To the CITY-
City Manager
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

With copies to-

TROY City Clerk
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

and

TROY City Attorney
TROY City Hall
500 W. Big Beaver Rd.
TROY, MI 48084

To THS -

Troy Historical Society
Attention: President
60 W. Wattles Rd.
TROY, MI 48098

With a copy to:

Troy Historic Village
Executive Director
60 W. Wattles Rd.
Troy, MI 48098

28. ENTIRE AGREEMENT; AMENDMENT; WAIVER. This Agreement is and shall be deemed to be the complete and final expression of the agreement between the parties as to the matters contained in and related to this Agreement and supersedes any previous understandings, dealing and communications, including the 2011 and 2016 Agreements, negotiations, discussions, representations, warranties, information, documents and agreements, between the parties pertaining to such matters. This Agreement shall not be modified or amended except pursuant to a written agreement signed by both parties. Any waiver of any party's rights or obligations under this Agreement must be in writing and must be signed by the party against which such waiver is to be enforced. No party's failure to exercise a right or to invoke a remedy in any particular circumstance shall be construed as a waiver of such right or remedy, and no waiver by either party of any right or remedy in one situation shall constitute a waiver of such party's rights or remedies in any other subsequent situation, whether similar or not.

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

30. NO THIRD PARTY BENEFICIARIES. Except to the extent expressly contemplated in this Agreement, the obligations undertaken by TROY and THS in this Agreement are for the benefit of TROY and THS only, and neither any creditor of TROY and THS, nor any other party, shall have the right to rely on or enforce the provisions of this Agreement as a thirty-party beneficiary or otherwise.

31. COMPLIANCE WITH THE LAW. THS shall comply with all Federal and State laws, and TROY's Code of Ordinances. THS shall comply with all permit and licensing requirements, including, but not limited to, acquiring any permits or licenses required under those laws.

32. NON-DISCRIMINATION. THS shall not discriminate in the hiring of any employees or contractors, in its use of volunteers or in its use of the Premises, directly or indirectly on the basis of religion, race, color, national origin, sex, sexual orientation, gender identity or expression, age, height, weight, disability, marital status or any other illegal basis.

33. GOVERNMENTAL IMMUNITY. By entering into this Agreement, TROY in no way gives up its right to claim governmental immunity or any other defense provided to governmental entities under Federal or State law, on behalf of itself, all elected and appointed officials, all employees and volunteers, those working as agents or on behalf of TROY, its boards, commissions and/or authorities, or board members, employees, and volunteers.

34. SECTION HEADINGS. The Section headings contained in this Agreement have been inserted only as a matter of convenience and for reference and will not be

construed to define, limit or describe the scope or intent of any provision of this Agreement.

35. GOVERNING LAW. This Agreement shall be governed by and interpreted in accordance with the laws of the State of Michigan. In the event any provision of this Agreement is in conflict with any statute or rule of any law in the State of Michigan or is otherwise unenforceable for any reason whatsoever, then that provision shall be deemed severable from or enforceable to the maximum extent permitted by law, as the case may be, and that provision shall not invalidate any other provision of this Agreement. Venue for any action brought under this Agreement shall lie in Oakland County Circuit Court, Michigan.

36. CERTIFICATION OF AUTHORITY TO SIGN AGREEMENT. The persons signing this Agreement on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this Agreement has been authorized by said parties.

WITNESSES:

CITY OF TROY,
a Michigan Municipal Corporation

_____

By:_____
Ethan D. Baker, Mayor

_____

By:_____
M. Aileen Dickson, City Clerk

WITNESSES:

TROY HISTORICAL SOCIETY,
a Michigan Non-Profit Corporation

By:_____
Ken Heck, President

_____

_____

TROY HISTORIC VILLAGE

where history lives

Mission Statement:
The Troy Historical Society engages the community and enables life-long exploration of history by sharing and preserving our stories, artifacts, and buildings through creative, meaningful experiences.

Vision Statement:
The Troy Historical Society enhances knowledge and historic context through the resources and activities centered at the Troy Historic Village. We provide opportunities for community development, social interaction, and open dialogue on issues of importance. We strive to reflect the many cultures and experiences of the Troy, Michigan population in our outreach, programming, and leadership. The Troy Historical Society will enrich lives as we connect our experiences to the past and to each other.

Troy Historical Society Values:
The Troy Historical Society provides a welcoming environment that:

- Engages visitors in positive learning experiences and social interactions by embracing innovative and creative programs for individuals and the community.
- Promotes stewardship of and adherence to the highest standards of historic preservation, managing resources with integrity and transparency.
- Respects the significance of history as we seek knowledge, understanding, perspective, and relevance in our lives.
- Recognizes artifacts as social objects and catalysts for sharing information and ideas.
- Encourages civil discussion, objective analysis, and critical thinking.
- Treats all people with dignity and respect and
- Strives to make buildings, artifacts, and programs accessible to all.

Troy Historic Village
Legal Descriptions

60 W. Wattles Road
Troy Historic Village:
Parcel ID: 88-20-16-478-035
T2N, R11E, SEC 16 LAKEWOOD SUB LOT 89 TO 92 INCL, ALSO LOTS 131 TO 134 INCL EXC S 27 FT TAKEN FOR RD, ALSO N 30.75 FT OF LOT 138, ALSO LOTS 139 TO 142 INCL, EXC E 27 FT TAKEN FOR LIVERNOIS RD 11-15-94 FR 028 & 030

Plus
100 W. Wattles Road:
T2N, R11E, SEC 16 LAKEWOOD SUB LOT 130 EXC S 27 FT TAKEN FOR WATTLES RD

Plus
109 Lange:
T2N, R11E, SEC 16 LAKEWOOD SUB LOT 93



Troy Historic Village Master Plan

July 2023 | Troy Historical Society | City of Troy | OHM Advisors

ACKNOWLEDGMENTS

We would like to thank the many passionate Troy Historical Society members, Troy Historic Village staff, and volunteers who have cared deeply about this place through its history. Thank you to Troy council members, staff, and residents for collaboration and inspiration in support of the Master Plan update.

Troy City Council

Ethan Baker, Mayor
Rebecca Chamberlain Creanga, Mayor Pro Tem
Ellen Hodorek, Council Member
Edna Abrahim, Council Member
Theresa Brooks, Council Member
Ann Erickson Gault, Council Member
David Hamilton, Council Member

Steering Committee

Jen Peters, Troy Historic Village Executive Director
Bob Bruner, City of Troy Assistant City Manager
Brian Goul, City of Troy Recreation Director
Dennis Trantham, City of Troy Facilities and Grounds Operations Manager

Prepared for: Troy Historical Society and the City of Troy Recreation Department

Prepared by: OHM Advisors

CONTENTS

4 Executive Summary

7 Project Background

21 Public Engagement

23 Recommendations

EXECUTIVE SUMMARY

Why create a Master Plan for this site?

The Troy Historic Village Master Plan explores opportunities for the future of this local historic asset. The study is initiated by the City of Troy and the Troy Historical Society to consider community and operating budget changes since the last master plan's completion in 2010, and to build upon the momentum of the Niles-Barnard House restoration in 2021, a major project identified by the 2010 Master Plan.

While the 2010 Master Plan was ambitious in scope and vision, few of its components remain suitable. Staff describe the site as being "building rich, but space poor," which inhibits their ability to grow event and program participation. The Troy Historic Village is programmed year-round, however there are operational limitations due to lack of adequate infrastructure, parking, building capacity, and underutilized outdoor space.

The Master Plan update considers the site's existing conditions and utilizes community engagement to develop a blueprint for the Troy Historic Village staff, Troy Historical Society, and City of Troy to act on over the next several years. Additional recommendations will be included for consideration in subsequent years and as funding becomes available.

The scope of the Master Plan is:

- Assess current conditions
- Define goals
- Strategize near-term and long-term improvements with specific recommendations by area
- Develop project phases and opinions of construction cost to implement recommendations

Plan Goals

The following goals were identified by stakeholders early in the planning process. The goals were used to organize the existing conditions assessment and Master Plan recommendations.

- Improve site circulation and the visitor experience
- Address the need for additional parking with considerations for safety, visibility, and placemaking
- Identify underutilized spaces and opportunities for activation
- Ensure that infrastructure improvements incorporate accessibility and sustainability
- Encourage a greater community understanding of the Troy Historic Village
- Strategize implementation phases based on funding availability
- Clarify funding, operations, and maintenance roles for the proposed improvements
- Provide sufficient and appropriate space for staff, programming, and collections storage in a proposed new Visitor Center

How to use the Plan

The Project Background section describes the previous planning efforts and existing conditions taken into consideration to develop the Master Plan.

The Public Engagement section provides a summary of the feedback received through surveys and focus groups to guide the development of the Master Plan recommendations.

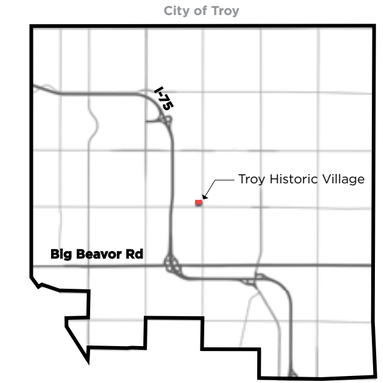
The Recommendations section contains conceptual maps with project phasing and implementation strategies, including opinion of construction cost ranges. The Master Plan provides a framework for decision-making in the near- and long-term.



PROJECT BACKGROUND

The Troy Historic Village is located at the intersection of Wattles and Livernois Road in the heart of Troy, Michigan. Troy was settled in the 1820s and by the 1880s, was thriving as an agricultural community. The parcels where the Village is located were forest, then farmland, prior to use as the Township Hall location. After the Township Hall was built in 1927 incorporating pieces of historic structures, ten (10) more structures would join to make the Village what it is today. Eight (8) of those buildings were relocated, two (2) were recreated, and the former Township Hall now serves as the visitor center and staff offices. Each of the 11 buildings represent a distinct time period and contain collections and stories from the 1800s up to 1920, representing Troy's early farming community. In 1966, the Troy Historical Society was formed to steward the site in collaboration with the City of Troy.

As the surrounding landscape transformed to residential and commercial uses, the Troy Historic Village has remained a unique educational campus. Other than its primary function as a display of historic local buildings and collections, the Troy Historic Village is a field trip destination for student groups. This is reflected by the site's operating hours, weekdays only from 10 am – 3 pm. Additional programs and events are scheduled largely on afternoons and evenings. Some programs occur on weekends, but the Village is often available as a rental venue. The Troy Historic Village receives an estimated 30,000 visitors and school children annually. The Master Plan update explores opportunities to attract more visitors to the site through strategic site improvements, such as utilization of available outdoor spaces, expanded parking capacity, infrastructure enhancements, relocation of the Log Cabin, and construction of a new Visitor Center.



Location Map



Previous Planning Efforts

An assessment of prior plans and survey data served as a starting point to understand where a Master Plan update should begin. The topics previously discussed in the Strategic Plan, Master Plan, and City of Troy resident surveys are a foundation to guide the Master Plan update. While recommendations at the individual building level are outside of the scope of this Master Plan, the Facilities Condition Assessment (FCA) completed in 2018 also provided a view into the improvements necessary to preserve the Village's structures.

The following documents were reviewed:

- Troy Historical Society Strategic Plan (2022 – 2027)
- City of Troy Resident Surveys (2021)
- Troy Museum and Historic Village Interpretive Master Plan (2010)

Troy Historical Society Strategic Plan (2022 – 2027)

The Troy Historical Society is the nonprofit organization responsible for administrating, operating, and programming the Troy Historic Village for the City of Troy through a renewable management agreement. Following the disruption from the COVID-19 pandemic, the Troy Historical Society engaged in the strategic planning process to form a key operational and business plan for the next five (5) years, including defined measures of success and budget considerations to improve short-term and long-term performance. The internal goals and strategies established by the Board, staff, leaders, and the community will guide actions and decisions related to the Troy Historic Village from 2022 through 2027. The plan also provides some insight into how staff navigated the COVID-19 pandemic, lessons learned, and which programs adopted during the pandemic will continue in the foreseeable future.

2021 Resident Survey Results

The City of Troy hired a national research non-profit to engage 2,000 randomly-selected residents in two benchmarking surveys, one focused on budget items and the other on engagement and satisfaction with City services. The resident budget priorities survey asked about satisfaction with City facilities and infrastructure, including the Troy Historic Village. The resident engagement and priority survey provided insights into preferred ways to communicate with the City, behavioral use of amenities, and willingness to increase taxes to support certain improvements. Compared to other City amenities and infrastructure, the Village takes low priority in City budgets. However, there is opportunity to grow residents' appreciation for this amenity by offering more community collaboration and event space.

Troy Museum and Historic Village Interpretive Master Plan (2010)

The purpose of the Interpretive Master Plan was three-fold: to identify core interpretive messages from the historical buildings at the Village; to improve visitor orientation, site circulation, and wayfinding through three (3) different onsite interpretive zones; and to identify the resources needed to make improvements to the landscape and the interiors and exteriors of buildings. The Interpretive plan also provided insight into annual visitation, school program offerings, monthly and seasonal events, and staff structure. The 2010 Master plan was ambitious in scope and vision and showed what the Troy Historic Village could become, although few of the plan components have come to fruition.



2010 master plan concept for future land uses.

Existing Conditions Analysis | Overall

In order to build the foundation of knowledge required to plan future improvements, the site's existing conditions were inventoried and analyzed. Specific methods included on-site observation, desktop surveying, and engagement with facility stakeholders. While the primary assets of the site include the Village's buildings, the analysis considered the full scope of built and natural landscape to ensure a holistic campus experience. Below are the key findings and the following pages illustrates the analysis in further detail:

Key Findings

Overall site function. Most of the buildings contain historic collections of different sizes and offer interpretation of early life in Troy. The Old City Hall Building is used for staff offices and storage, but does not function well as an entry point for school groups. The Niles-Barnard House is used for Village rentals, as well as some staff operations, but can't operate well as a Visitor Center. Further, the location of the Niles-Barnard House feels disconnected from the rest of the Village due to underutilized space north of the building. The fence line will need to be adjusted to include additional space acquired in 2008 and 2022.

Accessibility and visitor experience. The current orientation of the parking lot minimizes the Village's presence from passersby and is insufficient for days of high-activity use. Additional spaces with a clear and cohesive flow would greatly benefit visitors. There is also potential to expand accessible walkways into underutilized parts of the Village to enhance interpretive amenities and the visitor experience.

Outdoor spaces and programming. More covered outdoor areas are needed for multi-purpose use by volunteers, school groups, event rentals, and patrons.

Infrastructure and sustainability. Improved WiFi is considered a need to grow the site's capacity to host virtual programming, on-site presentations, and hybrid events from more parts of the Village. Gaps in lighting around the Village pedestrian pathway need to be addressed to completely illuminate the area during evening events. Existing storage space is scarce, and future storage needs will need to accommodate additional exhibit collections as the Troy Historic Village grows its offerings.

Landscape maintenance and operations. The Village's landscape is characterized by lawn, simple garden demonstrations, and trees of varying health conditions. Minimal tree removal is desired but may be necessary pending further assessment. Spaces for additional trees will be considered. Lawn and general site maintenance are performed by the City of Troy Facilities and Grounds Operations. Other garden maintenance is performed by volunteers. Underutilized green space can be activated for passive use and stormwater management. The City of Troy Facilities and Grounds Operations will defer to a necessary contractor to maintain green stormwater infrastructure (GSI).



Existing Conditions Analysis | Accessibility and Visitor Experience

1. There are two main driveways to enter the Village parking areas from Wattles Road. A horseshoe driveway connects the two parking lots and provides an approach to the Village visitor entrance gate west of the Old City Hall Building. The horseshoe driveway is where school buses enter to drop off student groups, but shuttles have to pull up in a different location to bring senior visitors or visitors with mobility challenges to an accessible sidewalk. It is also used as a fire lane in the event of emergency and a lane for other service vehicles, such as postal delivery trucks. While original to the Old City Hall, there is moderate signage clutter and significant underutilized space due to the horseshoe driveway and current parking configuration.

2. The parking lot next to the Niles-Barnard House is at the same grade as most of the site, making it much more visible than the other parking area east of the Old City Hall Building, which is slightly depressed and easily missed by cars following the curvature of the horseshoe driveway.

3. The current layout contributes to the Village feeling far removed from Wattles Road and confuses some visitors regarding where they should pull in and park. When school groups arrive, they walk from the entrance gate next to the Old City Hall Building to their first tour destination, the Church building on the eastern side of the Village. One staff priority is offering a different entrance experience through a new visitor center, a recommendation explored in the Master Plan.

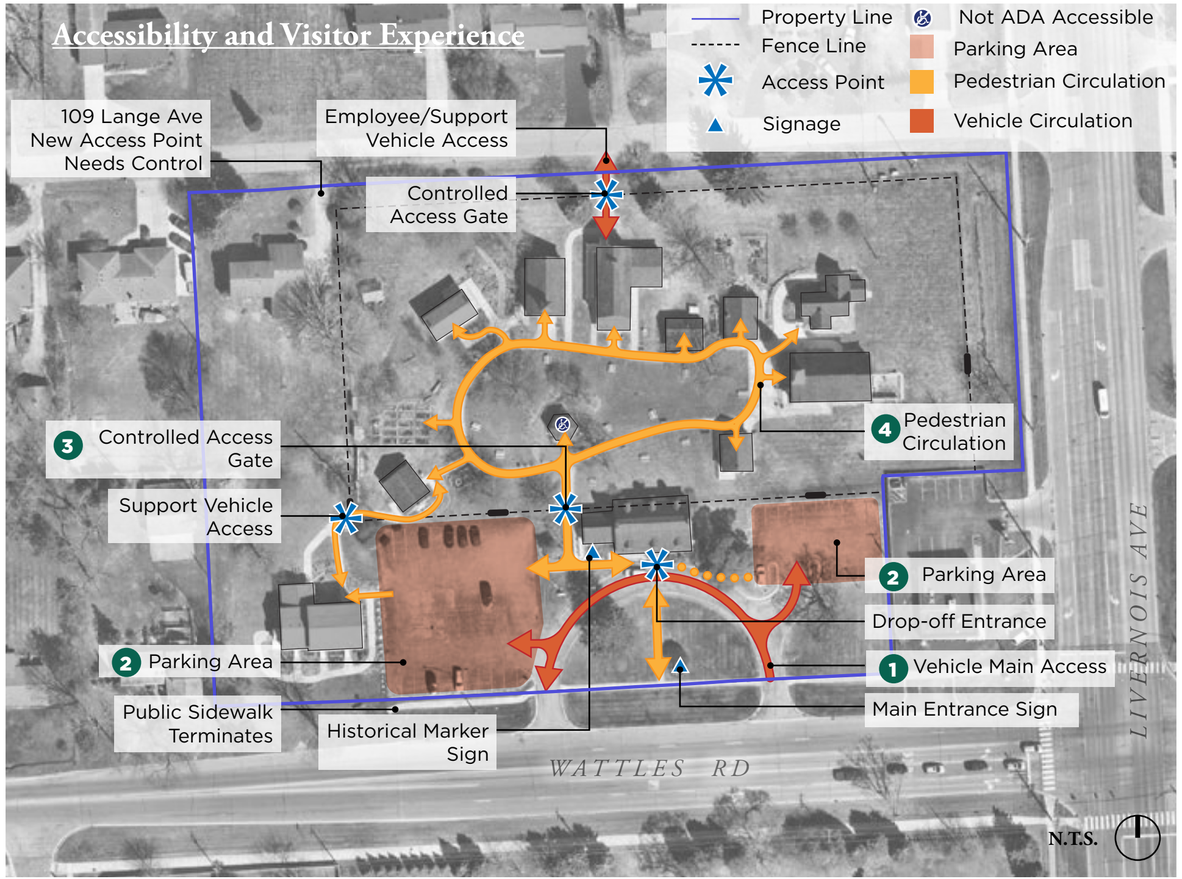
4. While the Village's pedestrian circulation routes are largely accessible, some buildings present barriers to accessibility.The plan graphic reflects buildings with entrance ramps for those using mobility assistance devices, however, some buildings have second floors that would be entirely inaccessible. While the analysis did not include a comprehensive accessibility audit, Master plan recommendations were formulated to prioritize accessibility within the planning process. Any multi-level buildings added to the site, such as the new Visitor Center, should be fully accessible with an elevator.



A northeast perspective of the circular driveway from outside of the Old City Hall Building.



The sidewalk approach to the Niles-Barnard House is not connected with the pedestrian path along Wattles Road.



Existing Conditions Analysis | Outdoor Spaces and Programming

An essential goal of the Master Plan is to make the most out of the outdoor space available to the Troy Historic Village. Each space offers different levels of functionality for events and programming.

Village Green
The Village Green is the highest utilized space on site. It is characterized by open lawn, circulating walks, some shade trees, lighting, and a variety of seating options, including benches and chairs.

Main Entrance and Parking
As illustrated through studying site circulation, the parking areas are heavily used and serve a critical function for the Village. However, the parking lot contributes to the Village feeling disconnected from Wattles Road and doesn't utilize space to maximize parking and circulation. The space is generally characterized by pavement, with intermittent landscaping.

Blacksmith's Yard
This large area currently serves as storage and display for farm-related exhibit collections and programming material.

Garden and Flex Space
This space is primarily used for outdoor yoga programming and a volunteer garden.

Pioneer Garden
A twelve-bed garden with several fruit trees utilized as part of the interpretive landscape.

Underprogrammed Open Space
These spaces are primarily open lawn and do not house permanent or temporary site programs.



The Village Green is often activated with events and programming.



The fire pit located between the Old City Hall Building and the Log Cabin.



Existing Conditions Analysis | Infrastructure and Sustainability

1 Site Grading and Drainage - West Lawn
There are grading concerns in a few areas that need to be addressed. The West Lawn area experiences challenges with the current grading and drainage patterns; water stands after rain events behind the Niles Barnard House, and regrading is required to improve functionality and integrate the former 109 Lange Avenue property. Original foundation material remains mounded onsite for potential reuse in landscaping or building; using or rehousing this material will also improve functionality.

2 Water Intrusion - Church and Old City Hall
Water intrusion has been reported by staff in the Church basement and Old City Hall building basement, affecting exhibit collections and their storage areas. The grading issues behind the Church Building will be the most challenging and costly to correct. There are existing bioswales in the right-of-way along Lange Avenue and Livernois Avenue to retain stormwater collected onsite.

3 Overhead Electrical Utilities
There are existing electrical utilities visible on-site. The City of Troy also provided the locations of underground utilities to guide decision-making. The stability of the power pole located behind the Niles-Barnard House is a concern. Another general concern is the current capability of the site to generate enough electricity to support specific programs and events, specifically rentals.



The excavation "mound" behind the Niles-Barnard House.



A westward perspective of the grading challenges behind the Church.



Existing Conditions Analysis | Landscape Maintenance and Operations

The Troy Historic Village staff and volunteers, Troy Garden Club volunteers, and City of Troy Facilities & Grounds Operations all share varying levels of responsibility for maintaining the onsite vegetation. While Facilities & Grounds Operations hold the primary responsibility for landscape maintenance, which includes tasks such as mowing and site repairs, the other volunteer groups contribute by maintaining numerous gardens. The focus of Village staff is on direct programming, so there is heavy reliance on volunteers for the maintenance and improvement of gardens (which add a great deal to aesthetics and sometimes provide indirect programming in the Village). The loss of any of these volunteers directly impacts the ability to maintain gardens. Considerations for maintaining and expanding these volunteer relationships is crucial to the continued level of this additional site landscaping which falls outside the City's responsibility and the staff's time and availability.



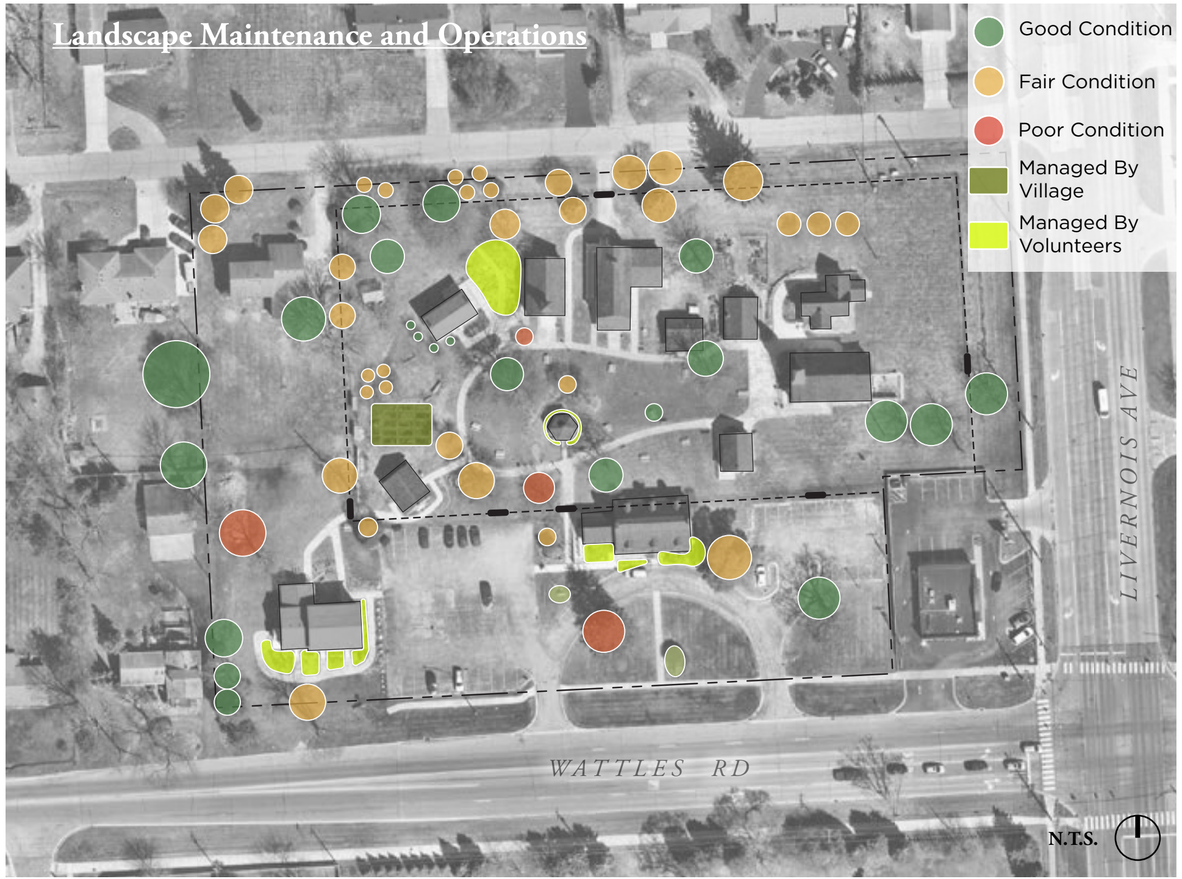
The Village's pioneer demonstration garden.

The following page includes a diagram depicting the conditions of existing trees, as determined by Village staff. A detailed tree assessment conducted by an arborist is warranted before final decisions regarding actions for tree maintenance, removal and/or care.





Volunteer-maintained gardens by the Caswell house and gazebo.





PUBLIC ENGAGEMENT

The public engagement component of the Master Plan update sought to gather years, and even decades, of institutional knowledge from site stakeholders, coupled with feedback from visitors and the community at large. The project team sought feedback from Troy Historic Village visitors through two surveys (available online and in print) advertised on-site, shared on the Village's social media channels, and available to subscribers via the Village's e-newsletter. A focus group, consisting of Troy Historic Village Staff, City of Troy staff and elected officials, and Troy Historical Society board members, was also assembled by the project team to provide feedback specifically focused on recommendations other than those identified by the survey.

Key Themes

- Survey 1 reflected community support for adding covered outdoor spaces, creating more parking areas, funding a new Visitor Center, and dedicating indoor flexible space to individual or group use, particularly for school programming activities and eating indoors.
- The priorities identified through the focus group include the aforementioned, as well as stormwater management in flood-prone areas and to mitigate the impacts of adding more paved parking area, upgrading infrastructure to better support programming and volunteer or public events, increasing curb appeal through landscaping treatments with updated entrance signage, site accessibility improvements, and developing new Visitor Center design concepts.
- Survey 2 gathered more targeted feedback on the draft site improvements from the neighborhoods around the Village, Village staff, Historical Society members, and City staff. 46% of Survey 2's respondents live within a 0.5-mile radius of the Village. Notably, they expressed support for relocating a historic silo or water tower to the northeast corner of the Village as a visual point of interest. There was also support to bury overhead electrical lines on the site for maintenance and aesthetics purposes. Some neighbors expressed Village events and rentals can create a noticeable amount of noise that affects immediate neighbors, demonstrating the need for more vegetative buffers along the perimeter for sound attenuation. Neighbors also expressed concerns with the option to create bus parking directly off of Lange Avenue.



RECOMMENDATIONS

The Troy Historic Village Master Plan has been developed in response to the priorities, objectives, and feedback received from stakeholders and the community, over a period of nine months. The plan was developed through an iterative process, incorporating input from stakeholders and undergoing necessary revisions. Building upon the site's collection of historical buildings, the plan aims to create a holistic campus experience that enhances its overall appeal and cultural enrichment. The plan addresses key aspects such as the entrance and parking experience, introducing innovative learning and interpretive spaces, implementing effective stormwater management strategies on-site, and seamlessly integrating the new open space at 109 Lange Avenue.
With the addition of a Visitor Center creating additional event and rental space, and enhancements to parking and pedestrian circulation, the Troy Historic Village Master Plan will possess a diverse array of options to further elevate its cultural significance and solidify its position within the community.



RECOMMENDATIONS | Accessibility and Visitor Experience

The Troy Historic Village Master Plan project places a strong emphasis on improving accessibility and enhancing the overall visitor experience. By strategically addressing signage, parking, circulation, and the placement of key facilities, the plan aims to create a more inviting and engaging environment for all visitors.

Prominent Entrance Signage and Increased Visibility
To increase visibility and awareness, the plan proposes redesigning and reconstructing the parking lot to make the Village entrance signage more prominent. This redesigned signage can also serve as a platform for sharing rental information, upcoming programs, and events. Additionally, relocating the State of Michigan historic marker signage closer to main roads will ensure greater visibility for passing motorists. The plan further suggests incorporating a tall structure, such as a historic water tower or silo, in the East Garden to serve as both signage and a visual attraction.

Improved Parking and Visual Continuity
The proposed plan maintains the main visitor parking area along Wattles Road with two entrance points. To optimize parking efficiency and visual continuity, the plan suggests realigning the parking lot entrances, necessitating curb cut adjustments. By removing the circular horseshoe driveway, more dedicated parking spaces can be created, while landscaped islands and buffers compensate for the green space lost. Study at the master plan scale suggests an improved lot capacity of ±68 spaces if designed per current City of Troy code requirements. Additional study and potential deviation from City standards could yield additional parking spaces. The plan ensures that the parking lot can still accommodate bus drop-offs, trash removal vehicles, and event parking. Furthermore, it recommends establishing parking agreements with nearby entities to accommodate additional parking needs.

Enhanced Visitor Circulation and Connectivity
A vital aspect of the visitor experience is improved circulation and connectivity throughout the Village. The plan proposes adding comfortable pathways in underutilized areas, such as the West Lawn, North Garden, and East Garden, which would connect visitors to various buildings, landscapes, gardens, and interpretive amenities across the campus. It also reconsiders connecting sidewalk gaps around the perimeter of the Village that would create a more welcoming atmosphere.

Relocation of the Log Cabin and New Visitor Center
To accommodate the construction of a new Visitor Center, the plan recommends relocating the existing Log Cabin to a spot southeast of the Caswell House. This new location aligns with the historical context and establishes a node along the main walking path, surrounded by gardens, a relocated fire pit, and seating areas. The Visitor Center itself is envisioned to be situated on the north edge of the parking lot, providing a clear entry point to the campus. The building, spanning approximately 3,000 square feet, will feature a basement for additional exhibit storage, a second floor for staff offices and gathering spaces, and possibly flexible gathering spaces or classrooms, restrooms, storage, and a small kitchen on the first floor to cater to visiting school groups.

RECOMMENDATIONS | Outdoor Spaces and Programming

The Troy Historic Village Master Plan prioritizes the enhancement of visitor experiences through the introduction of multiple programming areas that offer unique and engaging activities. The Niles-Barnard House, the new Visitor Center, and the Old City Hall building will serve as central hubs for various events, volunteer activities, and rentals, creating a dynamic and ever-evolving experience for visitors.

Expanded Flexible Use of Outdoor Spaces
To accommodate programming, volunteer activities, and events, the master plan designates additional space for flexible use of outdoor areas, allowing for the incorporation of temporary tents as needed. The first designated site is located north of the Niles-Barnard House, while the second encompasses the Village Green outside Town Hall and the Church. The Village Green tents will be pitched for events only, while the West Lawn tent will remain pitched as a multi-use outdoor programming and event space adjacent to the Niles-Barnard House. These versatile spaces provide ample room and shelter for a wide range of activities, enriching the visitor experience.

Permanent Outdoor Space at Existing Buildings
The master plan also includes the addition of permanent covered space to the Wagon Shop. This expansion will create a dedicated workspace for smithing instructors and volunteers, ensuring the availability of a suitable environment for their activities. Architectural concepts for this structure, as well as the Native American outdoor classroom, could be sourced from architecture capstone courses offered by Lawrence Tech University and the University of Michigan, ensuring innovative and well-designed spaces.

Multi-Use Covered Outdoor Space at the Visitor Center
The new Visitor Center will incorporate multi-use covered outdoor space, further enhancing the visitor experience. This addition will allow for the inclusion of food trucks, providing flexibility for community picnics, weddings, and events, while preserving the distinctive character and quality of the grounds. The presence of food trucks will not only cater to visitors but also add vibrancy and a sense of excitement to the overall atmosphere of the Troy Historic Village.

Enhancements to Wayfinding, Signage, and Exhibits
As part of future improvements, the master plan recommends updating wayfinding and interpretive signage throughout the Troy Historic Village. These enhancements will assist visitors in navigating the site more easily and provide them with valuable information about its historical significance. Additionally, the plan includes the creation of a new exhibit that reflects the identity and diversity of the Troy community from 1920 to 2020, offering visitors a comprehensive understanding of the region's history and heritage, and fostering a deeper connection with the site.

RECOMMENDATIONS | Infrastructure and Sustainability

Addressing infrastructure and utilities is crucial in realizing the Troy Historic Village Master Plan. By prioritizing the burying of overhead electrical lines and resolving grading and flood intrusion challenges, the site's aesthetic appeal, resilience, and functionality can be significantly enhanced. These infrastructure improvements are vital for preserving the historical authenticity, creating versatile spaces for events, and safeguarding valuable collections stored on-site.

Burying Overhead Electrical Lines
Not only would burying all overhead electrical lines contribute to the Troy Historic Village feeling period-appropriate, but it will also make the site more resistant to wind and ice damage. By burying the overhead electrical lines behind the Niles-Barnard House, a visually pleasing backdrop is created for event rentals. Moreover, this infrastructure improvement opens up the West Lawn, creating an inviting and open space suitable for various activation and programming activities.

Addressing Grading Issues and Flood Intrusion Challenges
The Troy Historic Village faces grading issues and flood intrusion, particularly around the Niles-Barnard House and the Church. Resolving these challenges is essential to ensure the preservation of the site and the protection of its valuable assets. By implementing effective solutions, such as appropriate grading and drainage systems, the risk of flood intrusion can be mitigated, safeguarding the integrity of the structures and the collections they house.

Redirection of Stormwater
To reduce flood risk to the collections stored in the Church's basement, a recommended solution involves constructing an angled roof extension at the rear of the building. This design alteration will redirect stormwater away from the basement.

Other Campus Infrastructure
Other infrastructure issues that should be addressed include lighting and electrical. An assessment of current outdoor light levels would identify dark spots spots that are potential safety hazards and help inform a more uniform lighting plan. Similarly, an electrical assessment could create a better electric grid for indoor and outdoor Village programming.

RECOMMENDATIONS | Landscape Maintenance and Operations

Within the Troy Historic Village Master Plan, landscape enhancements play a crucial role in enriching the visitor experience and managing stormwater runoff. While landscape and planting design will be conducted at a more detailed level, there is significant opportunity to incorporate functional gardens to create a more immersive environment. Additionally, the implementation of various projects may necessitate select tree removal and relocation, requiring adherence to city regulations and the development of a Tree Protection Plan. These landscape recommendations will contribute to the overall success of the Master Plan, enhancing aesthetics, functionality, and environmental sustainability.

Enhancing Flexibility and Functionality

The West Lawn and Village Green are designated open, flexible lawn areas essential for programming. These spaces provide opportunities to engage visitors and host various activities. Expanding the groundcover garden to form the North Garden offers further potential for creating a cohesive and visually appealing landscape. Moreover, adding vegetative buffers to specific areas such as the west fence line, south of the staff parking area, and south of the Church will enhance both the visual appeal and environmental sustainability of the Village.

Tree Removal, Relocation, and Tree Survey

The implementation of recommended projects within the Master Plan may involve the removal and/or relocation of select trees, including those in poor health. Conducting a comprehensive tree survey is necessary to assess the overall health of existing trees and determine the environmental impact of their removal. Specifically, one tree in the circular drive will be removed, and two trees will be removed or relocated to accommodate the redesigned parking lot.

Parking Lot Landscaping and Tree Protection

The detailed design concept for the parking lot must adhere to Article 13 (Site Design Standards), specifically Item C (Parking Lot Landscaping Standards), outlined in the City of Troy Zoning Ordinance. Compliance requires the planting of one tree per eight parking spaces, with a total of nine trees for an estimated 68-space parking lot. Additionally, the greenbelt buffer between the parking lot and the sidewalk should have one deciduous tree planted every 30 feet. To facilitate these changes, a Tree Protection Plan in accordance with Chapter 28, Tree Regulations, is required by the City of Troy.

PHASING AND IMPLEMENTATION STRATEGY

The success of the Troy Historic Village Master Plan relies on careful phasing and implementation strategies. The recommendations outlined in the plan are divided into two phases: Phase 1 (short-term) and Phase 2 (long-term). While all elements of the Master Plan hold importance, Phase 1 projects are identified as “shovel-ready,” “low-hanging fruit,” or critical incremental pieces that pave the way for Phase 2 projects. It is essential to recognize that some Phase 1 projects are necessary and practical, while others are innovative ideas generated during the Master Plan process. Although Phase 1 projects are expected to be implemented sooner, it is equally crucial to begin planning and designing Phase 2 projects in the present. This may involve engaging consultants for specific design aspects or feasibility studies.

Flexibility and Resource Allocation: Adaptability of Project Priorities

With the right resources, intent, and consensus, any project can become a high priority. The alignment of project priorities with ongoing site improvements is crucial for successful implementation. Additionally, the Troy Historic Village and the City of Troy must develop a strategy to meet the increased maintenance needs of existing and future buildings and landscaping. Adequate consideration of maintenance requirements should be incorporated into the strategy and funding for each physical project. This approach allows the Troy Historic Village to strengthen its organizational capacity while maintaining programming and events aligned with the vision outlined in the Strategic Plan.

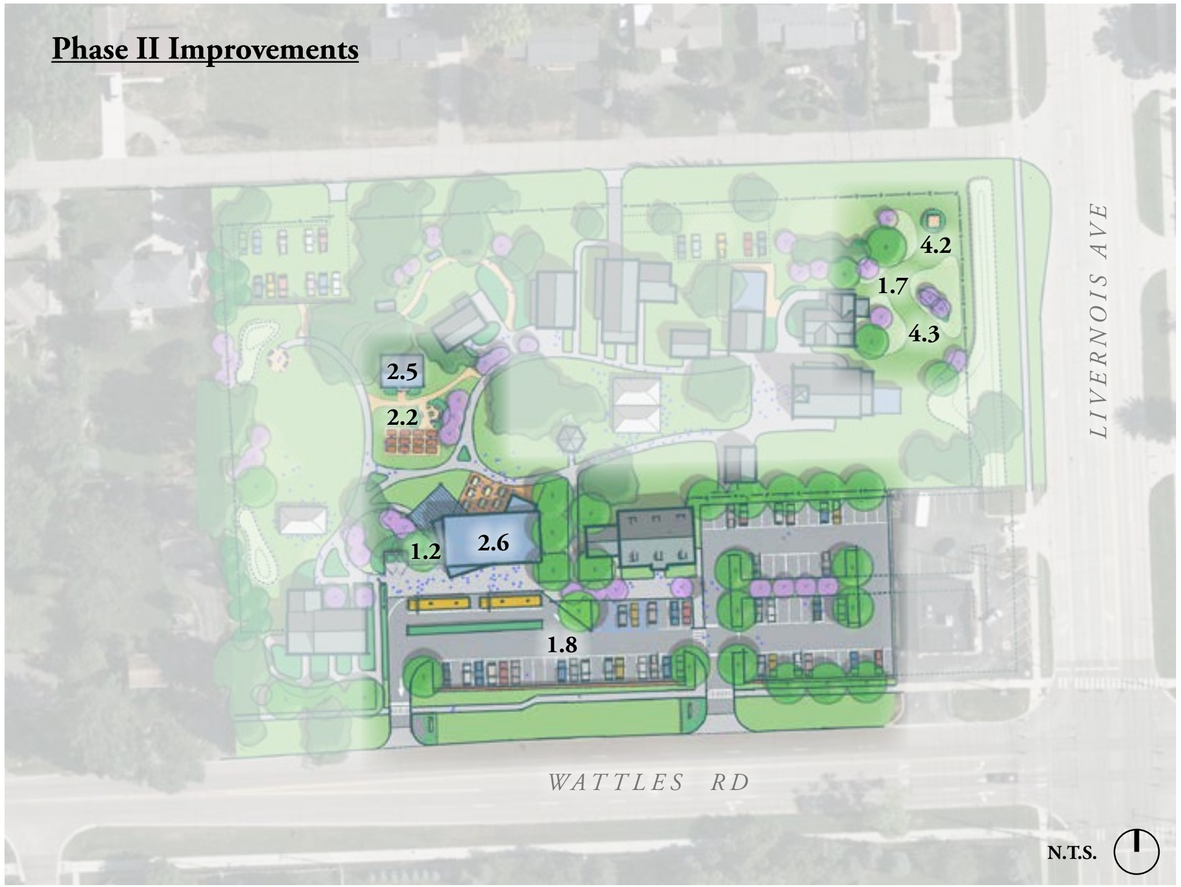
Organizational Goals and Project Areas: Recommendations Alignment

The recommendations in the Master Plan are further organized according to the goals of the plan and the specific areas where improvements will take place. This organization ensures a clear alignment between the goals and the corresponding recommendations. Cost estimates are provided for each recommendation, giving an indication of the anticipated financial considerations associated with their implementation.

Phase I Improvements



Phase II Improvements



PHASING AND IMPLEMENTATION STRATEGY

ID	Improvement	Area	Phase	Cost
1	**Improve Site Accessibility and Visitor Experience**			
1.1	Create staff, volunteer and maintenance vehicle grass parking area on newly vacant 109 Lange Ave	West Lawn	Phase I	$ (seed) | $$ (sod)
1.2	Adjust fence line on north, west, and southern sides to incorporate 109 Lange Ave property, the Niles-Barnard House, and new Visitor Center * Add privacy fence and landscaping to buffer events and activities; add motorized gate to the staff parking lot	Full site * West Lawn	Phase II	$$$
1.3	Fill sidewalk gap from Wattles Road to Niles-Barnard House	West Lawn	Phase I	$
1.4	Extend pathway behind Niles-Barnard House to reconfigure West Lawn area	West Lawn	Phase I	$$
1.5	Create service-only drive access with motorized gate behind General Store	Artisan's Corner	Phase I	$$
1.6	Extend pathway behind Caswell House to create North Garden area	North Garden	Phase I	$$
1.7	Extend natural garden behind Parsonage Building and Church to create East Garden Area	North Garden	Phase II	$$
1.8	Reconstruct visitor parking lot, access drive, walkways, and landscaping	South Parking Area	Phase II	$$$$ - $$$$$
2	**Activate Underutilized Spaces**			
2.1	Construct permanent covered outdoor space behind Blacksmith Shop	Artisan's Corner	Phase I	$$ - $$$
2.2	Relocate fire pit	North Garden	Phase II	$
2.3	Aqcuire seasonal tents for programming and events after completion of utility (3.2) and grading (3.3) work.	West Lawn Village Green	Phase II	$ - $$ (permanent supports + tent purchase)
2.4	Complete groundcover garden with relocated fire pit	North Garden	Phase II	$
2.5	Relocate Log Cabin	North Garden	Phase II	$$$
2.6	Construct new visitor center	Visitor Center	Phase II	$$$$$

Opinions of Cost Estimates
$ = < $20,000
$$ = $20,000 - $99,999
$$$ = $100,000 - $499,999
$$$$ = $500,000 - $999,999
$$$$$ = > $1 million

ID	Improvement	Area	Phase	Cost
3	**Infrastructure and Sustainability**			
3.1	Conduct photometric analysis of site lighting across Village; implement lighting improvements as needed	Full Site	Phase I	$$
3.2	Bury overhead power lines north of Niles-Barnard House	West Lawn	Phase I	TBD
3.3	Regrade area behind Niles-Barnard to create improved drainage	West Lawn	Phase I	$$
3.4	Regrade area behind Church to improve drainage	East Garden	Phase I	$
3.5	Construct overhead structure behind Church to redirect water away from the building basement	East Garden	Phase II	$$ - $$$
3.6	Remove and relocate trees as necessary	Full Site	Phase II	$$ to remove (with potential to increase for relocation)
4	**Enhance Community Understanding**			
4.1	Implement Native American outdoor classroom	West Lawn	Phase I	$$
4.2	Source historic water tower/silo and install in northeast corner	East Garden	Phase II	TBD
4.3	Relocate Memorial	East Garden	Phase II	$ - $$
5	**Consideration of Operations and Maintenance**			
5.1	Formalize bus parking agreement with Community Center, neighboring church, and daycare	Off Site	Phase I	TBD
5.2	Expand WiFi for virtual programming in other buildings	Full Site	Phase I	TBD
5.3	Develop an on-site and off-site storage plan to meet the Village's needs as the new visitor center with storage space is added to the site	Full Site	Future Considerations	TBD
5.4	Acquire 1920 - 2020 Troy exhibit collection to reflect the current community identity and diversity	Old City Hall	Future Considerations	TBD
5.5	Explore the need for a wayfinding and interpretive signage plan, including "historic point of interest" signs throughout Troy and cohesive interpretive and wayfinding signage site wide	Full Site	Future Considerations	$$ (consulting fee only)

Opinions of Cost Estimates
$ = < $20,000
$$ = $20,000 - $99,999
$$$ = $100,000 - $499,999
$$$$ = $500,000 - $999,999
$$$$$ = > $1 million



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.7.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Josh Jones, Police Chief
Jeanette Menig, Human Resources Director
Jennifer Sloan, Deputy Human Resources Director

Subject: Contract Ratification – Troy Police Officers Association (TPOA) (Introduced by: Jeanette Menig, Human Resources Director)

History

The Troy Police Officers Association (TPOA) currently represents 86 sworn police officers.

In March of this year, the City and the TPOA started negotiating a successor collective bargaining agreement to replace the contract that expires on June 30, 2026. We held three bargaining sessions and reached a tentative agreement on May 18, 2026.

Financial

As seen in the attached summary, the four-year agreement provides a life insurance enhancement, annual wage increases and a lump sum payment that may be received as a contribution to members' 457 plans if they choose. The estimated cost (using base salaries for each member) for the first year of the agreement is approximately $575,000 which is approximately $6,700 per member.

Additional administrative and non-financial changes are also included in this agreement.

Recommendation

City management recommends approval of this agreement between the City of Troy and TPOA for a four-year collective bargaining agreement for the period July 1, 2026 to June 30, 2030.

A summary of contract changes, copies of the tentative agreements and relevant Letters of Understanding are attached. For reference, the current collective bargaining agreement is available on the City website.

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **RATIFIES** the collective bargaining agreement between the City of Troy and the Troy Police Officers Association (TPOA) for the period July 1, 2026 through June 30, 2030, and Troy City Council hereby **AUTHORIZES** the

Mayor and the City Clerk to execute the final agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

City of Troy and TPOA
2026-2030 Collective Bargaining Agreement
Tentative Agreement Summary

ISSUE	CURRENT	AGREEMENT
Life Insurance	Benefits based on $50,000 of employer-provided coverage.	Benefits based on current salary at time of death, rounded down to the nearest $1000, and taxed per IRS regulations.
Wages		Wages increased: July 1, 2026 4.00% July 1, 2027 4.00% July 1, 2028 4.00% July 1, 2029 4.00%
Wages - Lump Sum		Additional $3000 lump sum paid by August 15, 2026.
Language clarifications and non-financial / procedural		Miscellaneous language clean-up and procedures defined in several sections, including making the agreement gender-neutral, updating our non-discrimination language, and aligning language with the Michigan Earned Sick Time Act (ESTA).

Tentative Agreement
City of Troy and TPOA
April 27, 2026

4. NON-DISCRIMINATION

~~Within this Agreement, all references to "he" shall also be interpreted as "she", and all references to "his" shall also be interpreted as "her", etc.~~

A. The Employer and the Union agree that the provisions of this Agreement shall be applied equally to all employees without discrimination as to ~~age, sex, marital status, race, color, creed, national origin, religion, or political affiliation.~~ **race, religion, color, sex, sexual orientation, gender identity or expression, height, weight, marital status, national origin, age, disability, or veteran status.**

B. The Employer will not interfere with the right of the employees to become members of the Union and shall not discriminate against any employee because of membership in the Union.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
May 12, 2026

8. NO STRIKE

D. The Union will not officially support strikes of any other labor organization by picketing or demonstrating publicly on **or adjacent to** City property.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
May 12, 2026

9. UNION BUSINESS

E. The Employer shall provide each member of the Union **access to** ~~the agreement with a copy of~~ this labor agreement.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
April 27, 2026

Modify Section 13. Arbitration (A) as follows:

A. If a grievance is appealed to arbitration, the parties ~~involved shall jointly select an~~ **shall attempt to mutually select an** arbitrator. ~~or, if necessary, ask for an arbitrator from the American Arbitration Association. Any grievance subject to arbitration under this contract shall be pursuant to the voluntary labor arbitration rules of the American Arbitration Association. Further, either party may choose to expedite the process as provided under the expedited labor arbitration rules.~~ **However, if, after 14 days, the parties are unable to agree on an arbitrator, the parties will obtain a list of proposed arbitrators from MERC in the Metropolitan Detroit area. Upon receipt of said list, the parties will use the alternate strike process to determine the assigned arbitrator.**

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
May 18, 2026

14. DISCIPLINE

E. Should ~~an~~ officer~~s~~ be required to give a verbal or written account of ~~his~~ **their** actions which may result in the officer~~'s~~ receiving disciplinary action, the officer may have a steward present while making such a statement. In the event no Union Officer or on-duty Steward is available, any available member of the Union shall act as the Steward, **upon approval by a Union Officer. Officers may review their body worn camera footage prior to answering any oral or written questions that may result in discipline.**

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

Tentative Agreement
City of Troy and TPOA
May 12, 2026

6

The City and the Union agree to modify Section 17 (B) as follows:

17. ATTENDANCE

B. ~~If an officer is unable to report to work at his established starting time, he shall notify his supervisor or desk officer at least one hour prior to the time his shift is scheduled to start, unless mitigating circumstances make such notification impossible. Failure to provide such notification may, at the option of the City, result in loss of pay for that day.~~

For all absences, including those in which sick time is applicable and used, employees must notify their supervisor or desk officer at least one (1) hour prior to the start of their shift and daily thereafter, consistent with the Michigan Earned Sick Time Act and the departmental policy received upon hire and any subsequent version of the departmental policy as updated and distributed in writing to employees.

Failure to so notify the department as specified herein subjects the employee to discipline, unless mitigating circumstances make such notification physically impossible. Failure to so notify the department as specified herein may result in the loss of pay for the day.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
May 18, 2026

The City and the Union agree to add section (K) to Article 18 and modify Article 30 (D) as follows:

18. OVERTIME

K. Officers covering a holiday shift as a result of another officer taking time off shall be paid holiday double time, with prior approval of the Police Chief or designee and appropriate written notification to payroll.

30. HOLIDAYS

D. Any officer working on a designated holiday shall receive one and one-half (1½) times his regular hourly rate for all hours worked that day. All overtime hours worked on a designated holiday shall be paid at the rate of two times the regular hourly rate**, see Article 18 (K) for an additional double time circumstance**. The starting time of the shift determines eligibility for holiday overtime.

FOR THE UNION:

Date: 6-3-26

FOR THE CITY:

Date: 6/5/26

Tentative Agreement
City of Troy and TPOA
May 18, 2026

Lump Sum:

A $3000 lump sum will be paid no later than August 15, 2026, with employees receiving the option to receive as lump sum direct deposit or the amount directed to their Mission Square 457 account (account must be open prior to deposit being made). In both cases, applicable taxes will be withheld (federal, state and FICA for lump sum, or FICA only for 457 account).

Employees will have an opportunity to choose either option between July 1 and July 15, as indicated on a form provided by the City.

Articles 19, 23, 30 and 34 shall be modified as follows:

19. COURT TIME

Add new section C

C. Officers shall be allowed a maximum of one (1) hour before the scheduled start time for case preparation only in those situations requiring preparation. This time shall be included in the total time recorded on their timesheets.

23. VEHICLE SAFETY

B. Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles ~~may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty.~~ **shall be removed from service within 30 days of the vehicle reaching 90,000 miles.** In exigent circumstances the City has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.

30. HOLIDAYS

A. On January 1, each officer shall be allotted ~~110~~ **120** hours of future holiday leave.

C. Designated holidays shall be New Year's Day, **Martin Luther King, Jr. Day,** Easter, Memorial Day, Independence Day, Labor Day, Thanksgiving, Christmas Eve Day, Christmas Day, and New Year's Eve Day. The designated holiday shall apply to one specific calendar day for each of the designated holidays.

34. LIFE INSURANCE

The Life Insurance program shall provide participating employees with $1,000 of life insurance for each $1,000 of salary, ~~with a maximum amount of coverage of $50,000,~~ plus double indemnity for accidental death. ~~This insurance shall be term insurance with the employee contributing ten cents for each $1,000 of insurance per pay period. Each employee shall have a policy issued to him.~~ **These insurance terms, conditions and benefits shall be as contained in the master policy and shall include Accidental Death and Dismemberment (AD&D) but shall not include paid-up life insurance. Employees whose life insurance value exceeds $50,000 will be taxed as required by IRS regulations.**

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

Tentative Agreement
City of Troy and TPOA
May 18, 2026

The City and the Union agree to modify Article 22 (A) as follows:

22. WORK ASSIGNMENTS

A. The Union shall have the opportunity to recommend appropriate required qualifications and training for all work assignments. Oral interview boards used in evaluating officers for such work assignments shall include one representative of the Union. Vacancies for such positions shall be posted for a minimum of ten (10) calendar days, and officers who wish to be considered for any such work assignment shall be allowed to submit a letter to the Chief of Police within the ten (10) day posting period requesting consideration for the work assignment. If posted qualifications are not met by the applicants and qualifications are changed, the position shall be posted again. Resultant scores of the oral interviews shall be reviewed by the representative of the Union. **Candidate ranking lists resulting from interview shall remain valid for no more than 30 days, or 90 days in the case the list is for Tactical Support Team, unless otherwise mutually agreed upon by the Union President and the Police Chief or designee.**

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

Tentative Agreement
City of Troy and TPOA
April 27, 2026 (revised 5/12/2026)

The City and the Union agree to modify Article 24. Sick Leave, as follows:

F. ~~Sick leave shall be utilized pursuant to City of Troy policy and consistent with the Paid Medical Leave Act of 2018: for the employee's own health condition (including physical, mental and preventative care); the health condition (including physical, mental and preventative care) of a family member including child, parent, spouse, grandchild, grandparent, or sibling; time off due to domestic violence or sexual assault, including for medical or counseling services, relocation, or legal services or proceedings (employee or employee's family member as defined herein); the closure of the employee's workplace due to a public health emergency, or an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member has actually contracted the communicable disease. Officers shall notify the department of the use of sick leave, and the reason for the use, no less than one (1) hour before the start of the officer's shift and daily thereafter.~~

Employees may use sick leave consistent with the Michigan Earned Sick Time Act:

1. **The employee's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's mental or physical illness, injury, or health condition; or preventative medical care for the employee.**
2. **For the employee's family member's mental or physical illness, injury, or health condition; medical diagnosis, care, or treatment of the employee's family member's mental or physical illness, injury, or health condition; or preventative medical care for a family member of the employee.**
3. **If the employee or the employee's family member is a victim of domestic violence or sexual assault, for medical care or psychological or other counseling for physical or psychological injury or disability; to obtain services from a victim services organization; to relocate due to domestic violence or sexual assault; to obtain legal services; or to participate in any civil or criminal proceedings related to or resulting from the domestic violence or sexual assault.**
4. **For meetings at a child's school or place of care related to the child's health or disability, or the effects of domestic violence or sexual assault on the child; or**
5. **For closure of the employee's place of business by order of a public official due to a public health emergency; for an employee's need to care for a child whose school or place of care has been closed by order of a public official due to a public health emergency; or when it has been**

determined by the health authorities having jurisdiction or by a health care provider that the employee's or employee's family member's presence in the community would jeopardize the health of others because of the employee's or family member's exposure to a communicable disease, whether or not the employee or family member* has actually contracted the communicable disease.

6. **For the purpose of sick leave use as referenced in this article, "family member" includes all of the following:**
   a. **A biological, adopted or foster child, stepchild or legal ward, a child of a domestic partner, or a child to whom the employee stands in loco parentis.**
   b. **A biological parent, foster parent, stepparent, or adoptive parent or a legal guardian of an employee or an employee's spouse or domestic partner or a person who stood in loco parentis when the employee was a minor child.**
   c. **A person to whom the employee is legally married under the laws of any state or a domestic partner.**
   d. **A grandparent.**
   e. **A grandchild.**
   f. **A biological, foster, or adopted sibling.**
   g. **Any other individual related by blood or affinity whose close association with the employee is the equivalent of a family relationship.**
7. **If the need for sick leave is foreseeable, employees must provide seven days' notice of the intention to use sick leave; approval of foreseeable sick leave use without seven days' notice may be at the discretion of the supervisor.**
8. **If the need for sick time is not foreseeable, employees must notify their supervisor as soon as practicable using their department's notification procedures as indicated in Article 17, consistent with the Michigan Earned Sick Time Act and the departmental policy received upon hire and any subsequent version as updated and distributed in writing.** Unauthorized or improper use of sick leave by any officer shall be cause for disciplinary action.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

Tentative Agreement
City of Troy and TPOA
May 12, 2026

6

26. ~~**FUNERAL LEAVE**~~ **BEREAVEMENT LEAVE**

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

37. TUITION REIMBURSEMENT

Officers may be eligible for tuition reimbursement under the following conditions:

A. Reimbursement shall be for 100% of the officer's actual tuition cost toward any Bachelor or Master Degree, and shall not duplicate any financial aid such as scholarships, grants and aids, G.I. Bill, etc.

B. Reimbursement shall be tuition costs only and shall not include other fees or expenses.

C. The course must be taken at an accredited school or university, but does not have to be a credit course.

D. A minimum final grade of 2.0 or "C" (or greater as may be required by curriculum) must be achieved.

E. ~~No officer shall receive more than $ 2,500.00 under this program in any fiscal year.~~

Each officer may receive up to $2,500 under this program each calendar year. Employees who, as of the date of ratification, have submitted and received approval for tuition reimbursement in calendar year 2026 (as part of their FY 2025-26 $2500), may submit and receive up to an additional $2500 reimbursement for the remainder of the 2026 calendar year.

F. Prior to receipt of reimbursement, the employee shall sign a letter agreeing to repay the City the full amount if the employee terminates employment for any reason other than retirement or is terminated for just cause within three (3) years of completion of the course. Should an employee be terminated for just cause and ultimately reinstated, any money repaid to the City for tuition reimbursement after the initial discharge will be returned to the employee.

G. Application and reimbursement process shall be according to established City procedure.

FOR THE UNION:

Date: 5/18/26

FOR THE CITY:

Date: 5/18/26

City of Troy and TPOA
May 18, 2026

City Proposal - FINAL

Wages
4.00%, 4.00%, 4.00%, 4.00% (four-year agreement)
$3000 lump sum paid first full pay period after ratification – 457 or Cash

Retirement
Status Quo on DC contributions, RHS contributions, 457 Plan, and Retiree Health Care coverage (retain 2-person coverage). Include "Me Too" Language to reopen CBA if there are increases in employer DC contributions for other local units

Life Insurance
The Life Insurance program shall provide participating employees with $1,000 of life insurance per $1,000 of salary. These insurance terms, conditions and benefits shall be as contained in the master policy and shall include Accidental Death and Dismemberment (AD&D) but shall not include paid-up life insurance. Employees whose life insurance value exceeds $50,000 will be taxed as required by IRS regulations.

Court prep: increase from 30 minutes to 1 hour

Medical Insurance
Officers who choose not to subscribe to medical insurance will remain at $250 per month.
Status Quo on employee cost sharing (5%) and plan coverage for the duration of the CBA

Other
Extend the existing Letter of Understanding for Police Academy reimbursement.
Incorporate MLK day letter of understanding provisions to the agreement.

23. Vehicle Safety

B. Any officer who feels that a specific patrol vehicle is unsafe for duty even after corrective repairs have been completed may so indicate by filing a complaint with the division Captain through his supervisor. Objection shall not concern personal opinion, maintenance, or repair procedures. The City will attempt to avoid using the vehicle in question for patrol duty until the matter is resolved. Patrol vehicles ~~may be driven up to a maximum of 90,000 miles, but not less than that provided under vehicle warranty.~~ **shall be removed from service within 30 days of the vehicle reaching 90,000 miles.** In exigent circumstances the City has the discretion to utilize a vehicle for up to 100,000 miles, on a case-by case-basis as reviewed by and agreed by the union.

Miscellaneous – Incorporate agreed upon TA's

10 5-18-26 MPB 5-18-26
5-18-26
5-18/26
JM 5/18/26
CP 5/18/26

GCC 5/18/26
KV 5/18/26
EC 5/18/26
CN 5/18/2026
5-18-26

Tentative Agreement
City of Troy and TPOA
May 18, 2026

The City and the Union agree to update language in the agreement as follows:

- Remove gender references and make all language gender-neutral.
- Update all references to the head of the Police Department to "Police Chief" or "Chief."
- Remove obsolete language as mutually agreed upon by City and Union during the contract draft review process.

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

500 West Big Beaver
Troy, MI 48084
troymi.gov

LETTER OF UNDERSTANDING
City of Troy and TPOA

May 18, 2026

For the term of the 2026-2030 collective bargaining agreement, the City and the Union agree:

- The employee premium share for hospitalization and medical insurance shall remain at 5%, and the plan will remain as described in Article 31 Health Insurance.
- If another Union negotiates an increase in the employer contribution percentages for the Define Contribution Plan above 11%, the TPOA shall have the option for a contract reopener on the Defined Contribution.

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

500 West Big Beaver
Troy, MI 48084
troymi.gov

LETTER OF UNDERSTANDING
City of Troy and TPOA

May 18, 2026

The City and the Union agree:

For the term of the 2026-2030 collective bargaining agreement, the City shall continue to offer Police Academy reimbursement to officers hired on or after January 1, 2021. Reimbursement shall be up to $5000 for Police Academy costs incurred prior to hire. Reimbursements will be for required fees including instruction, books and uniform and reimbursement will be issued upon submission and approval of receipt(s). There shall be no reimbursements issued if the City of Troy or another entity paid the Academy fees.

Reimbursement of such costs will be processed following the employee's successful completion of the initial probationary period. The employee must submit the following to the office of the Police Chief:

- A cover sheet detailing the employee's name and that this is a request for reimbursement of Police Academy costs
- All applicable receipt(s)
- If more than one receipt is submitted, also include a summary of each receipt and the total requested reimbursement (maximum $5000).

Requests for reimbursement must be submitted to the Chief within three months of the end of the employee's probationary period.

FOR THE UNION:

Date: 6-5-26

FOR THE CITY:

Date: 6/5/26

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

I.8.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Emily Frontera, Purchasing Manager
Courtney Flynn, Communications Director

Subject: Bid Waiver for Resident Engagement and Priority Survey

---

Background

On August 12, 2024 City Council awarded two contracts to Cobalt Community Research ("Cobalt"). One contract was for a Resident Engagement and Priority Survey and the other was for a special research survey with custom questions, reflective of the Resident Engagement and Priority Survey. The Resident Engagement and Priority Survey was conducted in September and October of 2024. The survey closed on October 9, 2024, and on October 28, 2024, the results were presented to City Council. Following the 2024 Resident Engagement and Priority Survey, the City decided not to engage Cobalt for the second survey in the contract due to a constrained communications timeline for the November 2025 election.

Through previous contracts with the City of Troy, Cobalt also conducted a Resident Engagement and Priority Survey in 2021 and 2022 and a Business Community Research Survey in 2022. Cobalt also conducted a Library Research Survey in the City of Troy in 2020. The final results of the Library survey were presented during the July 27, 2020, regular City Council meeting and on August 10, 2020 (Resolution #2020-08-113), the City Council approved library millage ballot language (1.1 mills for 10 years). Voters approved the library millage proposal on November 3, 2020.

Following the failure of the 2025 Bond Proposal, it was determined that additional citizen engagement was necessary to better understand how the Troy community's priorities align with the City's capital needs and overall budget priorities. The data from an updated Resident Engagement and Priority Survey can help guide future capital planning, budget development, and policy decisions to ensure the City's long-term investments reflect the needs and values of Troy residents. In addition to the survey, the proposed contract includes two focus groups, which would allow for more interactive engagement opportunities.

Purchasing
Cobalt has successfully administered the City's previous resident and business surveys (2020, 2021, 2022 and 2024), providing a consistent and reliable framework for measuring community sentiment. Maintaining continuity with the same survey provider also strengthens the validity of year-to-year comparisons and helps the City assess changing community needs and priorities.

Financial
The general fund has funds budgeted and available. Expenditures will be charged to account number 101.172.801.100—Professional Services—Special Studies and Research.

Recommendation
City management recommends that the City Council waive the bidding process and award a Community Engagement and Priority Research contract to Cobalt Community Research of Michigan, in the City's best interest, for a residential survey not to exceed $28,000, including unforeseen contingencies.

Suggested Resolution:
BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract with *Cobalt Community Research* for a comprehensive Resident Engagement and Priority Survey as detailed in the attached proposal and contract; a copy of which shall be **ATTACHED** to the Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy Communications Director is **AUTHORIZED** to **EXECUTE** the agreement with *Cobalt Community Research*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Cobalt Community Research
supporting decisions | inspiring ideas

Agreement for Resident Research 2026

Cobalt Community Research (Cobalt) is pleased to provide this contract for research collaboration between Cobalt and

Organization Name (the Partner)	Organization Address

Cobalt Community Research (www.cobalt360.org) is a 501c3 nonprofit organization with a mission to provide research and educational tools that help organizations thrive as changes emerge in the economic, demographic and social landscape. Cobalt's address is PO Box 416, Charlotte, MI 48813; (877) 888-0209; E-mail: wsaintamour@cobaltcommunityresearch.org

DELIVERABLES (SECTION 1)

Count	Component	Subtotal	Count	Component	Subtotal
1	Includes up to 4 pages (2 sheets) of custom questions which may include community experience/satisfaction, park/rec options, awareness, budget priorities, potential future services/programs, funding options, developing ballot questions, policy support, communication preference, general demographic questions, benchmarking as applicable, etc. Executive summary in PowerPoint; data entry if needed, thermal-map/cross tab, verbatim comments, remote follow-up with Partner	$11,000	1	Option for non-sample residents to participate; geographic coordinates to support mapping analysis..	
1	Additional sheets (2 pages)	$5,500	1	Online coding, branded web landing page, and web link for completion online	Waived
	Facilitate up to 2 work groups/focus groups (partner provides location and recruits)	$0		Eblast distribution via email list provided by partner or purchased by Cobalt per 1,000 recipients	$0
	One-time set up and reporting out of all work groups/ focus groups	$0	2000	Mail Distribution: Production and 1st-class postage for an initial mailing of up to a 6-page (3 sheet) survey with cover letter, plus a second mailing to those who have not responded. Includes business reply postage.	$6,800
	Non-English Version (online version in Spanish)	$0	1	Demographic analysis report of new residents	$1,500
Total Cost: $24,800.00					

Options (Mark All That Apply):

- ☐ Reduce page count from 6 to 4: Subtract $5,500
- ☐ Eliminate demographic analysis report of new residents: subtract $1,500
- ☐ Expand outreach to non-sample residents via social media advertising: Add $2,500

Project to require minimal staff resources except for ensuring questions meet community needs.

Pricing valid for 90 days from the date of this document. 50% of quoted amount of the assessment upon the signing of the contract. Remaining balance upon delivery of results.

This agreement includes all of the terms and conditions agreed to by the parties. Any changes to these terms and conditions must be made in writing and signed by both parties to be effective.

ACCEPTANCE

This agreement (Sections 1 and 2) shall be deemed accepted after it has been signed by a representative of the Partner and a representative of Cobalt. Acceptance may be made by facsimile and the agreement executed in one or more counterparts, each which when fully executed, shall be deemed to be an original, and all of which shall be deemed to be the same agreement.

_____ _____

Authorized Representative Date

William St. Amour

_____ March 25, 2026

Cobalt Community Research, Executive Director Date

Contractual Terms and Conditions (Section II)

1. Term of Contract

The contract shall be effective as of the date this agreement is signed by both parties. Unless terminated earlier as set forth in Section 5 below, the contract shall remain in full force and effect for a period of twelve (12) months (the "Initial Term").

2. Cobalt' Responsibilities

Cobalt shall provide the Services described in the Statement of Work in accordance with the terms and conditions of this Agreement. In the course of providing the Services, Cobalt shall deliver to Partner all deliverables arising from or related to the Services and agreed upon by the parties. Each Supplemental Statement of Work entered into by the parties shall be numbered sequentially (e.g. Statement of Work #1, etc.) and shall not be binding until signed by the authorized representative of each party. In the event of a conflict between any signed Statement of Work and this Agreement, the terms and conditions of this Agreement shall prevail. Any change in the scope of Services and Fees shall be agreed upon in writing by the parties.

Cobalt will assume responsibility for all contractual activities whether or not Cobalt performs them. Cobalt is the sole point of contact with regard to contractual matters, including payment of any and all charges resulting from the contract. The Partner reserves the right to interview key personnel assigned by Cobalt to this project and to recommend reassignment of personnel deemed unsatisfactory by the Partner. Cobalt may delegate any duties under this contract to a subcontractor. If any part of the work is subcontracted, Cobalt shall identify upon written request the proposed subcontractor by firm name, address and contact person, and provide the Partner with a complete description of all work to be subcontracted together with descriptive information about the subcontractor's organization and ability to perform the work. Cobalt is responsible for ensuring that subcontractors adhere to all applicable provisions of the contract.

3. Confidentiality

Cobalt and the Partner shall treat all information provided by one another as confidential. Except in the course of, and as necessary to, providing services pursuant to this agreement, neither party shall disclose any confidential information without the other party's consent, unless required by law. Prior to any such disclosure, if not otherwise prohibited by law, the party required to disclose shall notify the other party at least 5 days prior to the date that it intends to make such disclosure. confidential information includes any and all documents, materials and information (whether oral or written, including electronic media format), including but not limited to member and resident data, client lists, fee schedules, and statements of policies, procedures, and business methods.

"Data", as used in this Section 3, means the information contained in assessment responses received from Partner's residents or members, but not the assessments themselves. The Partner agrees that identity information about individual assessment respondents will not be returned to the Partner to protect the confidentially of the individuals who responded to the assessment. In addition, the Partner agrees to protect individual identities by protecting any data or analysis of data that allows individual identities to be determined. "Measurements", as used in this Section, means the deliverables to be delivered to Partner by Cobalt under any particular Statement of Work. The Partner shall own the Data and Measurements.

4. Indemnification

Cobalt shall be held to the exercise of reasonable care in carrying out the provisions of the contract. The Partner agrees to indemnify, defend and hold harmless Cobalt, its trustees, officers, agents and employees from and against any and all claims, damages, losses, liabilities, suits, costs, charges, expenses (including, but not limited to reasonable attorney fees and court costs), judgments, fines and penalties, of any nature whatsoever, arising from the performance of duties under the contract, to the extent not attributable to negligence, willful misconduct, or unethical practice by Cobalt.

Cobalt warrants that it shall provide the Services in a diligent and workmanlike manner and shall employ due care and attention in providing the Services. However, Partner agrees that Cobalt shall not be liable on account of any errors, omissions, delays, or losses unless caused by Cobalt's gross negligence or willful misconduct. In no event shall either party be liable for indirect, special, or consequential damages. In no event shall the total aggregate liability of either party for any claims, losses, or damages arising under this agreement and services performed hereunder exceed the total charges paid to Cobalt during the term, even if the party has been advised of the possibility of such potential claim, loss, or damage. The foregoing limitation of liability and exclusion of certain damages shall apply regardless of the success or effectiveness of other remedies.

5. Modification and Cancellation

The contract may not be modified, amended, extended, or augmented, except by a writing executed by the parties. Any change in services requested by the Partner may result in price changes by Cobalt. In the event that revised prices are not acceptable to the Partner, the contract may be canceled. Either party with 30-business days' written notice to the other may cancel the contract. In the event of cancellation by either party, the Partner shall be responsible for all fees due and payable under the contract as of the date of notice of termination.

6. Governing Law and Arbitration

The contract shall be governed by and construed in accordance with the laws of the State of Michigan. In the event of any dispute, claim, question, or disagreement arising from or relating to the contract or the breach thereof, the parties shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of 60 business days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules, and judgment on the award rendered by the arbitrator(s) may be entered in any Michigan court having jurisdiction thereof.

7. Price and Payment Terms

The Partner shall pay the fees identified in any Statement of Work(s) executed by the parties. Unless otherwise agreed to in a Statement of Work, Cobalt shall invoice Partner for Services at the beginning of the Term and upon delivery of results. Payment from the Partner shall be due upon receipt of the invoice. Adjustment for any billing errors or Partner credits shall be made monthly. Cobalt may apply a monthly delinquency charge on amounts not paid within 15 days of the date of the Partner's receipt of the invoice, which charge shall be equal to five percent (5%) of any unpaid amount. Partner agrees to pay any applicable taxes and any travel costs and professional fees that Cobalt may incur from Partner-requested travel.

8. Assumptions

The Partner shall provide community contact data unless specified otherwise in section 1.

Cobalt's typical response rates are between 20-40 percent for residential studies, and 10-20 percent for business studies. Cobalt cannot guarantee assessment response levels; however, a minimum of 100 completed assessments is required for accurate analysis. Cobalt (or the Partner if the Partner is mailing the assessment) will automatically conduct reminder mailings to ensure a minimum of 100. The Partner may designate a higher minimum.

Cobalt shall bill and the Partner agrees to pay all printing and mailing fees associated with a mailing, including postage.

The Partner is responsible for prompt review and response to draft questions and research materials that are in addition to the core assessment, and the Partner is responsible for prompt approval to release such research materials. If the Partner fails to notify Cobalt of project status or provide the contact data or approval or edits to research materials within 30 days of receipt from Cobalt, the partner agrees to pay Cobalt 50% of the remaining fees, and the project will go into an "inactive" status. The Partner has an additional 30 days to reactivate the project. If the project is not reactivated in that time, the project will be closed, and future work will be charged as a new project.

All research is subject to imprecision based on scope, sampling error, response error, etc. Assessment results have an overall margin of error, and the margin of error for subdivided data varies by question and is higher. All research is designed to reduce uncertainty, but it can never eliminate it. The Partner must evaluate all information thoroughly and independently and balance it with other sources of information, legal requirements, safety standards, and professional judgment before taking action based on research information.

9. Technical Approach

Cobalt will provide research services that comply with generally accepted research principles such as the Insights Association (formerly the Market Research Association).

10. Acceptance of Terms and Conditions

The failure of a party to insist upon strict adherence to any term of the contract shall not be considered a waiver or deprive the party of the right thereafter to insist upon strict adherence to that term, or any other term, of the contract. Each provision of the contract shall be deemed to be severable from all other provisions of the contract and, if one or more of the provisions of the contract shall be declared invalid, the remaining provisions of the contract shall remain in full force and effect.

11. Notice

Any notice required or permitted to be made or given by either party hereto pursuant to this Agreement shall be in writing and shall be deemed effective if sent by such party to the other party by mail, overnight delivery, postage or other delivery charges prepaid, to the addresses set forth above, and to the attention of the Executive Director for Cobalt and Partner's designated contact person. Either party may change its address by giving notice to the other party stating its desire to so change its address.

12. Survival.

Sections 3, 4, 6 and this Section 12 shall survive the termination of this Agreement.

PROCESS

Cobalt proposes a five-step process for the development of the assessment.

Step 1 – Kick-off Discussions:

This preliminary step aims at refining the objectives, scope, timeline, and key deliverables for the project. Informational needs are confirmed. The sampling methodology will also be finalized during this step.

Step 2 – Questionnaire Development:

Based on the input received during Step 1, Cobalt will develop supplemental questions to be added to the core questionnaire, which will be presented and discussed with the project lead to ensure that the questions included in the assessment are aligned with community needs.

Step 3 – Assessment Deployment:

Cobalt publishes the assessment via web and also in the manner determined by the Partner (mailings, Eblast, Internet only, phone). Cobalt collects and codes the responses.

Step 4 – Modeling & Analysis:

Cobalt will analyze the data, which quantifies the relationships between the various elements of the assessment.

Step 5 – Reporting:

Initial findings will be communicated to the project lead and other key decision makers by teleconference or webinar. A summary report in PowerPoint will be provided to the project lead. Access to detailed results and comments will be provided to the project lead in MS Excel. After review and discussion, Cobalt will finalize the report and supporting materials. Cobalt will present findings to the governing body upon request at a time that works for all parties.

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 - May 18, 2026

ATTACHMENT(S):
20260518

Father John Souza from St. Nicholas Greek Orthodox Church performed the Invocation. The Pledge of Allegiance to the Flag was given.

A. CALL TO ORDER:

A Regular Meeting of the Troy City Council was held on Monday, May 18, 2026, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:33 PM.

B. ROLL CALL:

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

Request to Waive City Council Rule #7 Proclamations and Congratulatory Certificates

Resolution #2026-05-084
Moved by Baker
Seconded by Chamberlain

RESOLVED, That Troy City Council hereby **WAIVES** City Council Rule #7 *Proclamations and Congratulatory Certificates* to approve and present a *Proclamation to Recognize Troy High School Director of Bands Brian Nutting for Exceptional Leadership* at the May 18, 2026 City Council Meeting.

Yes: All-7
No: None

MOTION CARRIED

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

C.1. Proclamation to Recognize Troy High School Director of Bands Brian Nutting for Exceptional Leadership

The Meeting **RECESSED** at 7:42 PM.
The Meeting **RECONVENED** at 7:45 PM.

C.2. Presentation from Members of St. Nicholas Greek Orthodox Church Presenting on the Upcoming Opa Festival

C.3. Legislative Update by Senator Michael Webber

D. CARRYOVER ITEMS:

D.1. No Carryover Items

E. PUBLIC HEARINGS:

E.1. No Public Hearings

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

G. CITY COUNCIL/CITY ADMINISTRATION RESPONSE/REPLY TO PUBLIC COMMENT 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 - Historic District Commission, Personnel Board

a) Mayoral Appointments

b) City Council Appointments

Resolution #2026-05-085
Moved by Chanda
Seconded by Chamberlain

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

Historic District Commission
Appointed by Council
7 Regular Members
3 Year Term

Nominations to the Historic District Commission:

Term Expires: 3/1/2029	**Barbara Chambers**
	Term currently held by: Barbara Chambers

Personnel Board
Appointed by Council
5 Regular Members
3 Year Term

Nominations to the Personnel Board:

Term Expires: 4/30/2029	**Anne Sackrison**
	Term currently held by: Anne Sackrison

Yes: All-7
No: None

MOTION CARRIED

I.2. Board and Committee Nominations: a) Mayoral Nominations - None; b) City Council Nominations - Zoning Board of Appeals

a) Mayoral Nominations: None

b) City Council Nominations:

Resolution #2026-05-086
Moved by Chanda
Seconded by Hamilton

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

Zoning Board of Appeals
Appointed by Council
7 Regular Members; 2 Alternates
3 Year Term

Nominations to the Zoning Board of Appeals:

Term Expires: 4/30/2029	**Jeff Forster**
	Term currently held by: Vacancy (Michael Bossenbroek-No Reappointment)
Term Expires: 4/30/2029	**James McCauley**
	Term currently held by: James McCauley

Yes: All-7
No: None

MOTION CARRIED

I.3. No Closed Session Requested

J. CONSENT AGENDA:

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

Resolution #2026-05-087-J-1a
Moved by Hamilton
Seconded by Gunn

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

Yes: All-7
No: None

MOTION CARRIED

J.1.b Address of "J" Items Removed for Discussion by City Council

J.2. Approval of City Council Minutes

Resolution #2026-05-087-J-2

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

J.2.a. City Council Minutes-Draft - May 11, 2026

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

J.4. Standard Purchasing Resolutions:

J.4.a. Award Standard Purchasing Resolution 3 – Exercise Renewal Option - Workers' Compensation Renewal

Resolution #2026-05-087-J-4a

BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **APPROVES** the one (1) year renewal Agreement with the Michigan Municipal League Workers' Compensation Fund for Workers' Compensation Insurance, and **AUTHORIZES** payment in an amount not to exceed the annual premium of $359,652 for one (1) year, and **AUTHORIZES** the City Manager to execute any documents necessary for the renewal of the Agreement with the Michigan Municipal League Workers' Compensation Fund; contract to expire June 30, 2027.

J.5. Private Agreement - Contract for Installation of Municipal Improvements - Norton and Quill Creek Drive Site Condominium Development - Project No. 23.902.3

Resolution #2026-05-087-J-5

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

J.6. Assessment of Delinquent Accounts

Resolution #2026-05-087-J-6

WHEREAS, Section 1.167 of Chapter 5 and Section 6 of Chapter 20 of the Ordinance Code of the City of Troy require that delinquent payments and invoices, as of April 1st each year, shall be reported to City Council. City Council shall certify the list to the City Assessor who shall assess the same on the next annual City Tax Roll; and,

WHEREAS, Section 10.8 of the Troy City Charter provides for the collection of delinquent invoices through property tax collection procedures; and,

WHEREAS, A list of individual properties is on file in the Office of the Treasurer and comprises a summation of totals as follows:

Delinquent invoices (various funds)	$ 64,915.01
Delinquent water & sewer accounts	$1,118,728.26
Total Assessments including penalties	$1,183,643.27

NOW, THEREFORE, BE IT RESOLVED, That the City Assessor is **AUTHORIZED** to assess these delinquent accounts on the annual City Tax Roll.

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:

Philippe Cicchini	Introduced himself as a candidate for State Senate

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

N. COUNCIL REFERRALS:

N.1. No Council Referrals Submitted

O. REPORTS:

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

O.2. Department Reports:

O.2.a. Star EMS Response Time Report (April, 2026)

O.2.b. Fiscal Year 2026 - Third Quarter Financial Report

O.3. Letters of Appreciation: None Submitted

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

O.5. Notice of Hearing for the Electric Customers of DTE Electric Company Case No. U-22046

P. COUNCIL COMMENTS:

P.1. Council Comments

Council Member Bluhm wished everyone a wonderful Memorial Day weekend and commented on the Memorial Day Ceremony at 10:00 AM in front of City Hall; she thanked everyone for honoring Mr. Nutting on his retirement; she reminded everyone of the importance of bicycle safety with the warmer weather.

Council Member Hamilton commented on the bike paths along Square Lake Road and asked the timeline for completion. City Manager Nastasi commented that he will find the answer and provide it to City Council.

Council Member Gunn commented on the importance of Memorial Day and remembering those who paid the ultimate sacrifice and invited everyone to attend the ceremony at 10:00 AM on Monday; he honored Henry “Hank” Hegday, who was awarded a prestigious golf caddie scholarship; he commented on the ribbon cutting and opening of the new cricket field.

Council Member Chamberlain congratulated Kayla McKaig on winning the MiExcellence award from Michigan Association of Municipal Clerks for the “Find Your Precinct” campaign; she commented on the cricket field; she commented on the Police Memorial ceremony and the Memorial Day ceremony; she commented that Rip Rapson from the Kresge Foundation was recently named Top 100 of the most influential philanthropists in the US for his contributions to cities.

Council Member Brooks commented on the proclamation honoring Mr. Nutting and his contributions to students in Troy; she congratulated all of the seniors graduating this year; she wished everyone a safe and happy Memorial Day weekend.

Mayor Pro Tem Chanda commented on the opening of the cricket field; he welcomed everyone to join him in attending the Memorial Day Ceremony; he acknowledged Mr. Nutting and his leadership for students over the years.

Council Member Chamberlain thanked City administration for meeting with the residents of the Cherryhurst subdivision regarding the stormwater issues; she announced that the Run for Nature is in two weeks and supports the Nature Center.

Mayor Baker thanked the Police Department and mutual aid partners who helped with a situation last weekend at Somerset Mall. He appreciated everyone working together to keep our city 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):

R. CLOSED SESSION

R.1. No Closed Session Requested

S. ADJOURNMENT

The Meeting **ADJOURNED** at 8:19 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC3
City Clerk

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

J.3.a.

Agenda Item:

J.3.a. Proclamation to Recognize the City of Troy Parks and Recreation Departments for Positively Contributing to the Health and Wellness of the City

ATTACHMENT(S):
20260615 Proclamation to Recognize the City of Troy Parks and Recreation Departments

PROCLAMATION TO RECOGNIZE
THE CITY OF TROY PARKS AND RECREATION DEPARTMENTS
FOR POSITIVELY CONTRIBUTING TO THE HEALTH AND WELLNESS OF THE CITY

WHEREAS, Parks and recreation are integral to the quality of life enjoyed by residents throughout the country, including in the City of Troy; and

WHEREAS, The City of Troy is home to more than 900 acres of park land that provide year-round recreational opportunities for residents and visitors of all ages and abilities; and

WHEREAS, The **City of Troy Parks and Recreation Departments** offer extensive programming, facilities, events, and activities that encourage lifelong recreation, wellness, learning, and community connection at all levels of participation; and

WHEREAS, The **City of Troy Parks and Recreation Departments** promote health and wellness by improving the physical and mental health of individuals and families and providing opportunities for active and healthy lifestyles; and

WHEREAS, The **City of Troy Parks and Recreation Departments** encourage physical activity through access to trails, sports fields, playgrounds, aquatic facilities, open spaces, and numerous other amenities designed to support healthy living; and

WHEREAS, Parks and recreation programming and educational opportunities offered through the City of Troy, including youth sports, camps, enrichment programs, and environmental education, play a critical role in childhood development and lifelong learning; and

WHEREAS, Parks and recreation opportunities contribute to the economic vitality of the City of Troy by enhancing property values, supporting tourism, attracting and retaining businesses, and improving overall community desirability; and

WHEREAS, The **City of Troy Parks and Recreation Departments** have earned statewide recognition through multiple Michigan Recreation and Park Association (mParks) awards, including the 2025 Park Design Award for Jeanne M. Stine Community Park and the Seasonal Brochure/Activity Guide Award for the Winter 2025/2026 Recreation Guide, reflecting the City's commitment to excellence in park development, recreation programming, and community engagement; and

WHEREAS, the U.S. House of Representatives has designated July as Parks and Recreation Month; and

WHEREAS, the City of Troy recognizes and celebrates the many benefits derived from its parks, recreation facilities, programs, and dedicated staff who enrich the lives of residents every day.

NOW THEREFORE, BE IT RESOLVED, That the Mayor and City Council recognize July as Parks and Recreation Month to further highlight the importance of the City of Troy Parks and Recreation Departments to the local community**;** and

Presented this 29th day of June 2026.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

J.3.b.

Agenda Item:

J.3.b. Proclamation to Recognize the Troy Cowboys for 70 Years of Service in Local Youth Sports

ATTACHMENT(S):
20260615 Proclamation to Recognize Troy Cowboys

PROCLAMATION TO RECOGNIZE
THE TROY COWBOYS
FOR 70 YEARS OF SERVICE IN LOCAL YOUTH SPORTS

WHEREAS, The **Troy Youth Football Association**, commonly known as **the Troy Cowboys**, is an all-volunteer organization dedicated to providing young athletes with opportunities to develop football and cheerleading skills in a positive, safe, and supportive environment; and

WHEREAS, Since 1956, the **Troy Cowboys** have served generations of youth athletes, fostering personal growth, character development, and a strong sense of community through organized athletics; and

WHEREAS, The **Troy Cowboys** emphasize the values of teamwork, integrity, sportsmanship, discipline, and self-confidence, helping young people build skills and relationships that extend far beyond the playing field; and

WHEREAS, The **Troy Youth Football Association** is a registered 501(c)(3) nonprofit organization whose volunteers dedicate countless hours to mentoring youth and creating meaningful opportunities for athletic participation and personal development; and

WHEREAS, The **Troy Cowboys** welcome athletes of all skill levels, ages 5 through 13, from Troy and surrounding communities, ensuring that youth have access to programs that encourage physical activity, healthy competition, and inclusion; and

WHEREAS, As members of the Oakland Macomb Youth Football Association (OMYFA), the **Troy Cowboys** support a mission that promotes citizenship, good sportsmanship, fellowship, participation, and physical development among young athletes throughout the region; and

WHEREAS, Youth sports organizations such as the **Troy Cowboys** strengthen the fabric of our community by teaching leadership, perseverance, respect, and teamwork while creating lasting memories for participants and their families; and

WHEREAS, The City of Troy recognizes the positive impact the **Troy Cowboys** have made on the lives of thousands of young athletes and their families through nearly seven decades of service to the community.

NOW THEREFORE, BE IT RESOLVED, That the Mayor and City Council congratulate the **Troy Cowboys** on 70 years of serving the Troy community to help instill important life lessons to local youth**;** and

BE IT FURTHER RESOLVED, That the Troy City Council and all of Troy's residents thank the **Troy Cowboys** for creating a program that will continue to positively impact our youth.

Presented this 29th day of June 2026.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.a.

Date: June 11, 2026

To: Frank Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 1: Award to Low Bidder - Contract 26-02 – Coolidge Hwy. Pavement Rehabilitation – Maple to Golfview

---

History

Coolidge Hwy between Maple and Golfview is proposed to receive an asphalt overlay. This project includes milling (grinding off) select areas of the existing pavement and then placing a new asphalt pavement surface. Also included is complete removal and replacement of failed pavement areas. Work is anticipated to start in August 2026 and all pavement construction is to be substantially completed by October 2026. All construction, including restoration, is to be completed by December 2026.

Purchasing

Bids were received and publicly read on May 13, 2026. The low bid of $816,770.00 was submitted by Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington, MI 48095 as shown on the attached bid tabulation.

Work was competitively bid and publicly opened with four (4) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funding for this work is available in the 2027 Major Streets Capital Fund.

Recommendation

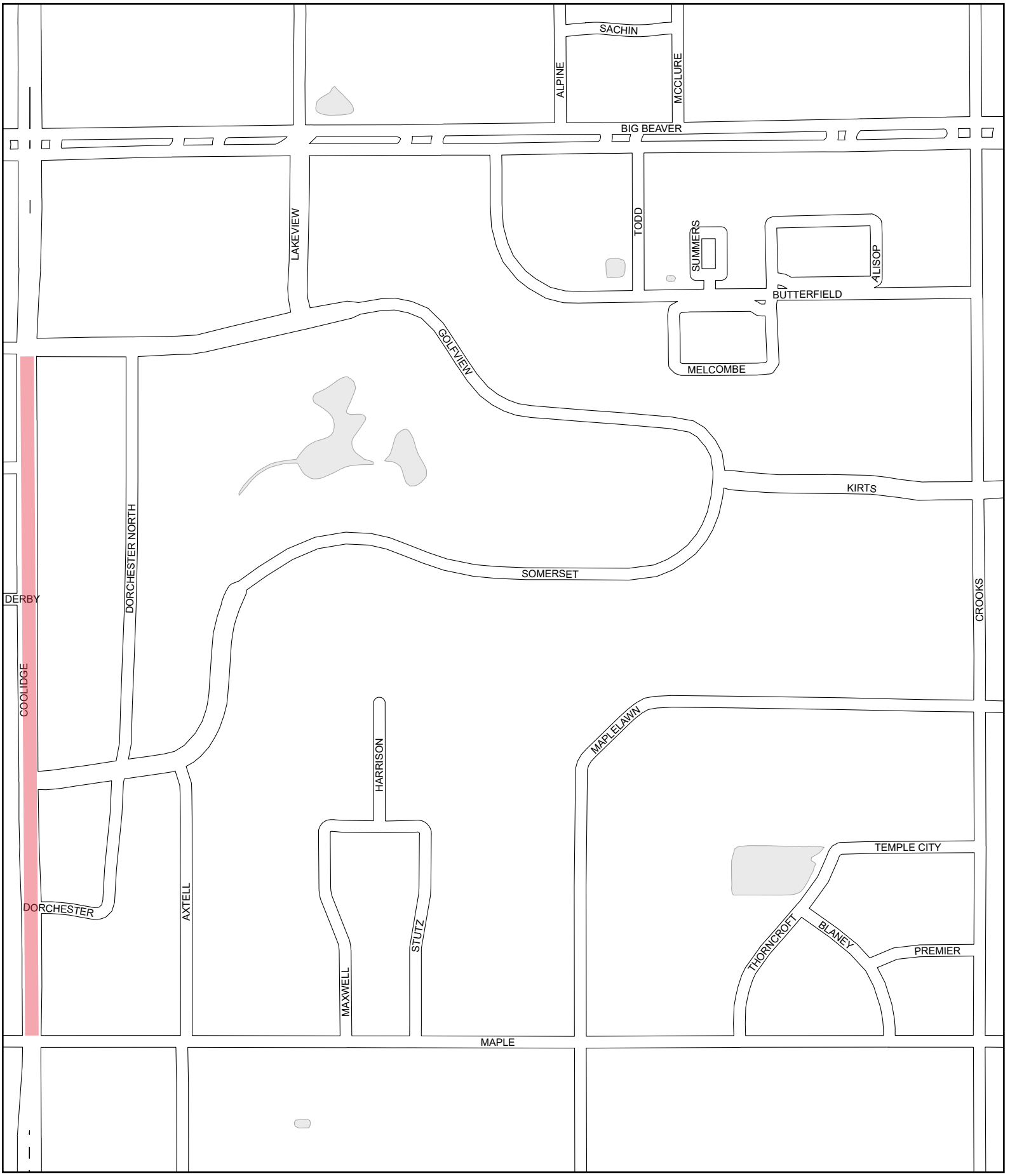
It is recommended that City Council award the Coolidge Hwy Pavement Rehabilitation – Maple to Golfview contract to Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington, MI 48095, for their low bid of $816,770.00.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 20% of the original project cost due to unknown quantities of repair work that may be needed after milling the asphalt surface.

A copy of the bid tabulation shall be attached to the original Minutes of this meeting.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **AWARDS** Contract No. 26-02, Coolidge Hwy. Pavement Rehabilitation – Maple to Golfview, to Pro-Line Asphalt Paving Corp., 11797 29 Mile Road, Washington, MI 48095, for their low bid of $816,770.00.

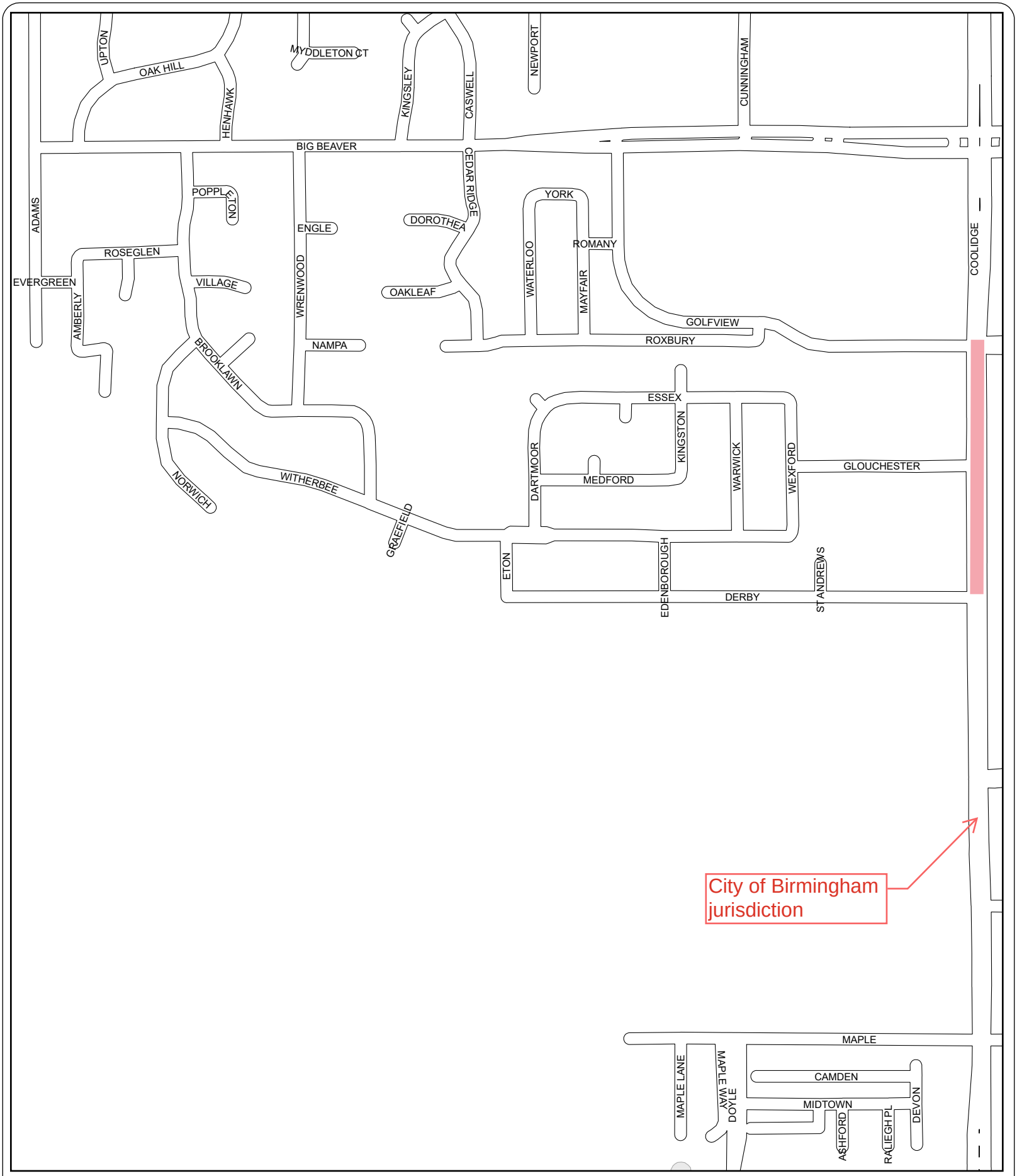
BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 20% of the total project cost.



Project Locations

City of Troy

Section 29



Project Locations

City of Troy

Section 30

BID TABULATION
COOLIDGE HWY PAVEMENT REHABILITATION
MAPLE TO GOLFVIEW
CITY OF TROY
OAKLAND COUNTY, MICHIGAN

Bids Due: May 13, 2026

Contract 26-02

			Total Bid
1	Pro-Line Asphalt Paving Corp	$	816,770.00
2	Cadillac Asphalt	$	948,335.07
3	Ajax Paving Industries, Inc.	$	958,952.90
4	Florence Cement Company	$	1,018,817.57

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.b.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
G. Scott Finlay, Civil Engineer
Emily Ause, Senior Civil Engineer

Subject: Standard Purchasing Resolution 1: Award to Low Bidder - Contract 25-08 - 2026 CIPP Program

---

History

The city has identified sanitary sewers that require cleaning, repair, and rehabilitation. This contract is intended to re-line existing sanitary sewers using a trenchless technology called Cured in Place Pipe (CIPP). This is a process of re-lining sewers where a styrene-free resin liner creates a completely new pipe wall inside the existing sewer. This rehabilitation will improve the structural stability, condition, and service life of these city sewer mains. Work is anticipated to start in July 2026 and all work, including restoration, is to be complete by November 2026.

Purchasing

Bids were received and publicly read on May 13, 2026. The base bid was selected and has a low bid of $581,661.21 submitted by Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005 as shown on the attached bid tab.

Work was competitively bid and publicly opened with four (4) bidders responding. The award is contingent upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements.

Financial

Funds for this work are included in the Sanitary Sewer CIPP Fund for Fiscal Year 2026. The budgeted amount includes funds for construction, inspection, and testing.

Recommendation

It is recommended that City Council award the 2026 CIPP Program contract to Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005, for their low base bid of $581,661.21.

In addition, we are requesting authorization to approve additional work, if needed, not to exceed 40% of the original project cost due to unknown conflicts with existing underground utilities and/or underground conditions that may arise during construction.

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

Suggested Resolution:
RESOLVED, That Troy City Council Hereby **AWARDS** Contract No. 25-08, *2026 CIPP Program*, to *Insituform Technologies USA, LLC, 580 Goddard Ave, Chesterfield, MO 63005*, for their low bid of $581,661.21.

BE IT FURTHER RESOLVED, That the award is **CONTINGENT** upon submission of proper contract and bid documents, including bonds, insurance certificates and all specified requirements, and if additional work is required such additional work is **AUTHORIZED** in an amount not to exceed 40% of the total project cost.

BID TABULATION
CONTRACT 25-08
2026 CIPP PROGRAM
City of Troy
Oakland County, Michigan

Bids Due: May 13, 2026
Project No. 25.402.5

	Total Base Bid Amount	Total Alternate #1 Bid Amount
Insituform Technologies USA, LLC	$ 581,661.21	No Bid Submitted
DVM Utilities, Inc.	$ 590,396.25	$ 525,559.00
Pamar Enterprises, Inc.	$ 645,527.00	$ 545,582.00
Inland Waters Pollution Control	$ 712,463.32	$ 519,815.32

2026 CIPP Lining - Contract 25-08



Legend

CIPP Lining

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.c.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specification – Topsoil

---

History

- Topsoil is used by the Department of Public Works for a variety of projects and situations such as tree maintenance, property restoration, storm sewer repairs, snowplow damage and/or City water and sewer infrastructure repairs.
- Topsoil is purchased on an as-needed basis throughout the year and stockpiled at the Public Works yard.
- The current contract expires June 30, 2026.

Purchasing

- On May 14, 2026, a bid opening was conducted as required by City Charter/Code for two (2) year requirements of topsoil with an option to renew for one (1) additional year.
- The bid was posted on the MITN Purchasing Group website; www.mitn.info
- Three hundred seventeen (317) vendors were notified via the MITN system. Three (3) Bid responses were received. Below is a detailed summary of potential vendors for this bid opportunity.

Companies notified via MITN	399
Troy Companies notified via MITN	3
Troy Companies- Active email notification	3
Troy Companies- Active Free	0
Companies that viewed the bid	19
Troy Companies that viewed the bid	0

MITN *provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, RFOs and Quote opportunities within the City.
Active MITN *non-paying* members are responsible to monitor and check the MITN website for opprotunites 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.

- Quantities are estimated and to be purchased on an as needed basis at unit prices as listed in the attached bid tab.

Financial

Topsoil is stocked and available on an as-needed basis for the Public Works Division. Inventoried topsoil is initially charged to an inventory account 101.109.109. As projects arise and topsoil is required, the cost of topsoil is charged to the appropriate department. Examples of situations where topsoil is used are as follows:

Department	Maintenance/restoration where topsoil would be needed
Streets	Snowplow damage
Drains	Storm drain repairs
Parks	Tree maintenance/stump grinds
Water & Sewer	Water tap/water main repairs

Funds are available through the operating budgets for Major and Local Streets, Streets and Drains, Parks, Water and Sewer Divisions, as required and as needed.

Recommendation

City Management recommends awarding a two (2) year contract to provide topsoil on an as-needed basis, with an option to renew for one (1) additional year to the low bidder meeting specifications; *Dani's Transport, of S. Rockwood, MI* for an estimated 2-year total cost of $36,200 at the unit prices contained in the bid tabulation opened May 14, 2026.

Suggested Resolution:

RESOLVED, That Troy City Council hereby **AWARDS** a contract for two (2) year requirements of topsoil with an option to renew for one (1) additional year to the low bidder meeting specifications; *Dani's Transport of S. Rockwood, MI,* for an estimated total cost of $36,200 at the unit prices contained in the bid tabulation opened May 14, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, with the contract expiring June 30, 2028.

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

CITY OF TROY
BID TABULATION
TOPSOIL

		VENDOR NAME:	Dani's Transport	SiteOne Landscape Supply	Osburn Industries, Inc.
		CITY:	S. Rockwood, MI	Westlake, OH	Taylor, MI
PROPOSAL: FURNISH TWO (2) YEAR REQUIREMENTS OF TOPSOIL WITH AN OPTION TO RENEW FOR ONE (1) ADDITIONAL YEAR.					
Est Qty	**Description**	**Delivered**	**UNIT PRICE/YARD**	**UNIT PRICE/YARD**	**UNIT PRICE/YARD**
1,000	TOPSOIL	2026/2027	$18.10	$24.12	$30.00
1,000	TOPSOIL	2027/2028	$18.10	$24.12	$33.00
ESTIMATED GRAND TOTAL:			**$36,200.00**	**$48,240.00**	**$63,000.00**
		DELIVERY: Minimum Shipment:	24 yards within 24 hours of call	40 CY loads with in 24 hours of call	40 yards within 48 hours of call
		CONTACT INFORMATION PROVIDED:	Y	Y	Y
		REFERENCES: Y or N	Y	Y	Y
		INSURANCE MET: Y or N	Y	Y	Y
		PAYMENT TERMS:	Net 30	0% Net 30 Days	Net 30
		WARRANTY:	Not Specified	N/A	Not Specified
		EXCEPTIONS:	None	None	None
		ACKNOWLEDGEMENT: Y or N	Y	Y	Y
		SIGNED ADDENDUM: Y or N	Y	Y	Y
		FORMS: Y or N	Y	Y	Y

ATTEST:

*(*Bid Opening conducted via a Zoom Meeting)*

Mike Verstraete

Teresa Shepard

Andrew Chambliss

Stephanie Kerr

Emily Frontera
Purchasing Manager

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.d.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Emily Frontera, Purchasing Manager
Jason Schmidt, Water & Sewer Operations Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications - Water System Materials

---

History

- The Water and Sewer Division is responsible for new water service installations and maintenance, water main repairs and replacement, and hydrant repairs and replacement.
- In order to maintain these infrastructure assets, minimum quantities of parts are kept on hand.
- Water System Materials will be purchased on an as-needed basis to replenish inventories throughout the year at unit prices as specified and detailed in the bid tabulation.
- The current contract is expiring June 30, 2026.

Purchasing

On May 21, 2026, a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Water System Materials. The bid was posted on the MITN Purchasing Group website, www.bidnetdirect.com//city-of-troy-mi. Four hundred forty-nine (449) vendors were notified via the MITN website. Three (3) bid responses were received. One additional bid response was considered non-responsive as it was submitted using last year's bid proposal form. Below is a detailed summary of potential vendors for this bid opportunity.

Companies notified via MITN	449
Troy Companies notified via MITN	10
Troy Companies- Active email notification	10
Troy Companies- Active Free	0
Companies that viewed the bid	18
Troy Companies that viewed the bid	0

MITN *provides a resourceful online platform to streamline the procurement process, reduce costs, and make it easier and more transparent for vendors to do business with the City of Troy.*
Active MITN members with a current membership and paying annual dues receive automatic electronic notification which allows instant access to Bids, 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.

- The bid proposals were reviewed and analyzed by item. Based on the bid results, it is recommended to award contracts to the low bidders meeting specifications by proposal item.
- Item #1 Curb Box Items is being awarded to *Core & Main LP of Shelby Township, MI* due to the Mueller curb boxes being a discontinued product. The Ford curb boxes meet specifications stated in the bid document.
- Item #3 Water Main Parts will be split between *Core & Main LP of Shelby Township, MI* and *EJ USA Inc of East Jordan, MI*, because EJ USA's pricing was more competitive for lines 7-9.
- Item #6 Stainless Steel Saddles is being awarded to *Core & Main LP of Shelby Township, MI* because Powerseal is the preferred manufacturer as stated in the bid specifications. Powerseal stainless steel tap saddles are preferred based on performance and reliability in the field.
- Item #7 Mueller Hydrants, Valves & Parts is being awarded to *Core & Main LP of Shelby Township, MI* due to their overall discount being the most competitive.
- Item #8 EJ Hydrants, Valves & Parts is awarded to *EJ USA Inc of East Jordan, MI* due to their overall discount being the most competitive.

Financial

Funds are available in the operating budgets for the Water and Sewer Division for the 2027 Fiscal Year. These funds will be expensed primarily from three accounts; Maintenance of Mains 591.537.541.740.010, Maintenance of Service 591.537.542.740.010, and Maintenance of Hydrants 591.537.544.740.010.

Recommendation

City Management recommends awarding one (1) year contracts for Water System Materials to the low bidders meeting specifications by item, for an estimated total cost of $413,583.85, at unit prices contained in the bid tabulation opened May 21, 2026; to be ordered on an as-needed basis; contracts expiring June 30, 2027.

Core & Main LP – Shelby Township, MI	Item #1 Curb Box Items Item #2 Water Service Parts Item #3 Water Main Parts, Lines 1-6 & 10-12 Item #5 Brass Saddles Item #6 Stainless Steel Saddles Item #7 Mueller Complete Fire hydrants Mueller Complete valves Mueller Valve & Hydrant Parts	$45,486.00 $254,542.75 $104,186.70 45% List Discount 40% List Discount 20% List Discount 25% List Discount 40% List Discount
EJ USA Inc – East Jordan, MI	Item #3 Water Main Parts, Lines 7-9 Item #8 EJ Complete Fire Hydrants EJ Complete Valves EJ Valve & Hydrant Parts	$9,368.40 58.5% List Discount 63% List Discount 10% List Discount
Ferguson Enterprises LLC – Warren, MI	Item #4 Stainless Steel Repair Clamps	50% List Discount

Suggested Resolution:
RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract to provide requirements of Water System Materials to the low bidders meeting specifications, *Core & Main LP of Shelby Township, MI, EJ USA Inc. of East Jordan, MI* and *Ferguson Enterprises LLC of Warren, MI* as detailed below, for an estimated total cost of $413,583.85, at the unit prices contained in the bid tabulation opened May 21, 2026, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; with the contract expiring June 30, 2027.

Core & Main LP – Shelby Township, MI	Item #1 Curb Box Items Item #2 Water Service Parts Item #3 Water Main Parts, Lines 1-6 & 10-12 Item #5 Brass Saddles Item #6 Stainless Steel Saddles Item #7 Mueller Complete Fire hydrants Mueller Complete valves Mueller Valve & Hydrant Parts	$45,486.00 $254,542.75 $104,186.70 45% List Discount 40% List Discount 20% List Discount 25% List Discount 40% List Discount
EJ USA Inc – East Jordan, MI	Item #3 Water Main Parts, Lines 7-9 Item #8 EJ Complete Fire Hydrants EJ Complete Valves EJ Valve & Hydrant Parts	$9,368.40 58.5% List Discount 63% List Discount 10% List Discount
Ferguson Enterprises LLC – Warren, MI	Item #4 Stainless Steel Repair Clamps	50% List Disco

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

		Vendor Name:	Ferguson Enterprises LLC	Core & Main LP	EJ USA, Inc.
		City:	Warren, MI	Shelby Twp., MI	East Jordan, MI

PROPOSAL: MISCELLANEOUS WATER SYSTEM MATERIALS

ITEM #1: CURB BOX ITEMS - MINNEAPOLIS PATTERN - THREAD ON

Line #	Est Qty	Description	Mfer	Model	Unit Price	Total	Mfer	Model	Unit Price	Total	Mfer	Model	Unit Price	Total
1.	300	**3/4" Curb Box**, Ford extension curb box w/36" stationary rod, Ford #EM1-55-46-36R, 2-hole lid, 1" top pipe, 1 1/2" bottom tap, 66" extension	Ford Meter Box	EM1	$78.00	$23,400.00	Ford	Listed	$75.81	$22,743.00	NO BID			
			Mueller	EM1	$55.00	$16,500.00								
2.	300	**1" Curb Box**, Ford extension curb box w/39" stationary rod, Ford #EM1-55-47-36R, 2-hole lid, 1" top pipe, 2" bottom tap, 66" extension	Ford Meter Box	EM1	$78.00	$23,400.00	Ford	Listed	$75.81	$22,743.00				
			Mueller	EM1	$55.00	$16,500.00								
TOTAL ITEM 1:			**Ford Meter Box**			**$46,800.00**	**$45,486.00**							
			Mueller			**$33,000.00**								

ITEM #2: WATER SERVICE PARTS

Line #	Est Qty	Description	Mfer	Model	Unit Price	Total	Mfer	Model	Unit Price	Total	Mfer	Model	Unit Price	Total
Corporation Stops														
1.	300	**1" Corporation Stop with nut**, Mueller B25000 or approved alternate	Ford Meter Box	FB600	$72.92	$21,876.00	Ford	FB600	$71.91	$21,573.00	NO BID			
2.	25	**1 1/2" Corporation Stop with nut**, Mueller B25000 or approved alternate	Ford Meter Box	FB600	$171.20	$4,280.00	Ford	FB600	$170.15	$4,253.75				
3.	25	**2" Corporation Stop with nut,** Mueller B25000 or approved alternate	Ford Meter Box	FB600	$299.00	$7,475.00	Ford	FB600	$297.24	$7,431.00				
Total:			$33,631.00				$33,257.75							
Brass Fittings														
4.	100	**1" x 3/4" CCU or 3-part Unions**, H-15400N Mueller or approved alternate	Ford Meter Box	C22	$30.80	$3,080.00	Ford	C22	$29.76	$2,976.00	NO BID			
5.	100	**1" CCU or 3-part Unions**, H-15400N Mueller or approved alternate	Ford Meter Box	C22	$36.35	$3,635.00	Ford	C22	$35.19	$3,519.00				
6.	100	**1-1/2" CCU or 3-part Unions**, H-15400 Mueller or approved alternate	Ford Meter Box	C22	$106.40	$10,640.00	Ford	C22	$105.65	$10,565.00				
7.	100	**2" CCU or 3-part Unions**, H-15400N Mueller or approved alternate	Ford Meter Box	C22	$179.00	$17,900.00	Ford	C22	$172.36	$17,236.00				
Total:			$35,255.00				$34,296.00							
Couplings														
8.	25	**3/4" x 1" PBC or Piggy Back Coupling**, H-15062 Mueller or approved alternate	Ford Meter Box	C02	$25.00	$625.00	Ford	C02	$24.08	$602.00	NO BID			
Total:			625				$602.00							
Curb Stops														
9.	300	**1" CBS or Curb Stops**, Ford Z22 444M-NL NO approved alternate	Ford Meter Box	Z22	$118.84	$35,652.00	Ford	Z22	$115.21	$34,563.00	NO BID			
10.	100	**1 1/2" CBS or Curb Stops**, Mueller B-25154N or approved alternate	Ford Meter Box	B22	$277.00	$27,700.00	Ford	B22	$276.92	$27,692.00				
11.	100	**2" CBS or Curb Stops**, Mueller B-25154N or approved alternate.	Ford Meter Box	B22	$448.00	$44,800.00	Ford	B22	$448.04	$44,804.00				
Total:			$108,152.00				$107,059.00							
Brass Bends														
12.	100	**1 1/2"- 45 Degree Brass Bend**, Ford LA02-66-NL, Mueller H-15063N or approved alternate	Ford Meter Box	LA02	$104.75	$10,475.00	Ford	LA02	$103.37	$10,337.00	NO BID			
13.	100	**2"- 45 Degree Brass Bend**, Ford LA02-77-NL, Mueller H-15063N or approved alternate	Ford Meter Box	LA02	$193.75	$19,375.00	Ford	LA02	$190.93	$19,093.00				
14.	100	**1"- 90 Degree Brass Bend**, Ford L02-44-NL, Mueller H-15068N or approved alternate	Ford Meter Box	L02	$38.25	$3,825.00	Ford	L02	$37.69	$3,769.00				
15.	100	**1 1/2" - 90 Degree Brass Bend**, Ford L02-66-NL or approved alternate	Ford Meter Box	L02	$120.25	$12,025.00	Ford	L02	$119.39	$11,939.00				
16.	100	**2" - 90 Degree Brass Bend**, Ford L02-77-NL or approved alternate	Ford Meter Box	L02	$244.84	$24,484.00	Ford	L02	$223.50	$22,350.00				
Total:			$70,184.00				$67,488.00							

			Vendor Name:	Ferguson Enterprises LLC				Core & Main LP				EJ USA, Inc.			
			City:	Warren, MI				Shelby Twp., MI				East Jordan, MI			
ITEM #2: WATER SERVICE PARTS (Cont'd)															
Line #	**Est Qty**	**Description**	**Mfer**	**Model**	**Unit Price**	**Total**	**Mfer**	**Model**	**Unit Price**	**Total**	**Mfer**	**Model**	**Unit Price**	**Total**
Copper to Plastic Flare Adapters														
17.	100	1" Copper to Plastic Flare Adapter with insert, Ford C04-44-Q-NL, AY 74755Q or approved alternate	Ford Meter Box	C04	$30.50	$3,050.00	Ford	C04	$29.92	$2,992.00	NO BID			
18.	50	**1 1/2" Copper to Plastic Flare Adapter with insert**, Ford C04-66-Q-NL, AY 74755Q or approved alternate	Ford Meter Box	C04	$69.63	$3,481.50	Ford	C04	$69.14	$3,457.00				
19.	50	**2" Copper to Plastic Flare Adapter with insert**, Ford C04-77-Q-NL, AY 74755Q or approved alternate	Ford Meter Box	C04	$108.93	$5,446.50	Ford	C04	$107.82	$5,391.00				
Total:			$11,978.00				$11,840.00							
TOTAL ITEM 2:			**$259,825.00**				**$254,542.75**							
ITEM #3: WATER MAIN PARTS														
Line #	**Est Qty**	**Description**	**Mfer**	**Model**	**Unit Price**	**Total**	**Mfer**	**Model**	**Unit Price**	**Total**	**Mfer**	**Model**	**Unit Price**	**Total**
Solid Sleeves														
1.	20	**6" x 12" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$160.00	$3,200.00	Tyler	Listed	$152.68	$3,053.60	Tyler Union	905035	$165.66	$3,313.20
2.	80	**8" x 12" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$207.00	$16,560.00	Tyler	Listed	$200.12	$16,009.60	Tyler Union	905045	$215.06	$17,204.80
3.	80	**12" x 12" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$404.00	$32,320.00	Tyler	Listed	$389.28	$31,142.40	Tyler Union	905065	$433.03	$34,642.40
4.	10	**16" x 15" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$1,010.00	$10,100.00	Tyler	Listed	$970.16	$9,701.60	Tyler Union	905075	$1,085.00	$10,850.00
5.	10	**20" x 15" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$1,550.00	$15,500.00	Tyler	Listed	$1,551.04	$15,510.40	Tyler Union	905085	$1,736.97	$17,369.70
6.	10	**24" x 15" Ductile Iron Solid Sleeve**, Tyler Union Domestic or approved alternate	Tyler Union	Domes-tic	$2,150.00	$21,500.00	Tyler	Listed	$2,145.29	$21,452.90	Tyler Union	905095	$2,397.66	$23,976.60
Total:			$99,180.00				$96,870.50				$107,356.70			
Mechanical Joint Bolt & Gasket Kits														
7.	60	**6" Domestic Mechanical Joint 3/4" X 3 1/2" Zinc T-Bolt & Gasket Kit**	Domestic		$38.25	$2,295.00	Star Pipe	Listed	$39.34	$2,360.40	Midwest Gland	878399	$21.62	$1,297.20
8.	120	**8" Domestic Mechanical Joint 3/4" X 4" Zinc T-Bolt & Gasket Kit**	Domestic		$38.25	$4,590.00	Star Pipe	Listed	$44.58	$5,349.60	Midwest Gland	878400	$26.42	$3,170.40
9.	120	**12" Domestic Mechanical Joint 3/4" X 4" Zinc T-Bolt & Gasket Kit**	Domestic		$55.60	$6,672.00	Star Pipe	Listed	$60.97	$7,316.40	Midwest Gland	878402	$40.84	$4,900.80
Total:			$13,557.00				$15,026.40				$9,368.40			
Mechanical Joint Glands														
10.	20	**6" Domestic Ductile Iron Mechanical Joint Gland**	Domestic		$19.75	$395.00	Star Pipe	Listed	$19.67	$393.40	NO BID			
11.	120	**8" Domestic Ductile Iron Mechanical Joint Gland**	Domestic		$22.52	$2,702.40	Star Pipe	Listed	$22.29	$2,674.80				
12.	120	**12" Domestic Ductile Iron Mechanical Joint Gland**	Domestic		$35.50	$4,260.00	Star Pipe	Listed	$35.40	$4,248.00				
Total:			$7,357.40				$7,316.20							
TOTAL ITEM 3:			**$120,094.40**				**$119,213.10**				**$116,725.10**			
GRAND TOTAL ALL ITEMS:			**$426,719.40** **ITEM 1 includes: Ford Meter Box** **$412,919.40** **ITEM 1includes: Mueller**				**$419,241.85**							

	Vendor Name:	Ferguson Enterprises LLC	Core & Main LP	EJ USA, Inc.
	City:	Warren, MI	Shelby Twp., MI	East Jordan, MI
ITEM #4: Stainless Steel Repair Clamps Single & Double Band, Solid and CC tap connections 1", 1 1/2", 2", Sizes 2" through 24" (US Manufactured, no iron lugs or bolts).				
	Discount:	50%	45%	NO BID
	Manufacturer:	Ford Meter Box	Ford	
	Parts Price List/Date:	Section L/ 02/20/26	Section L/ February 2026	
ITEM #5: Brass Saddle Brass tap saddles, 100% lead-free, no steel bands, cc taps ¾", 1", 1-1/2", 2",				
	Discount:	40%	45%	NO BID
	Manufacturer:	Ford Meter Box	Ford	
	Parts Price List/Date:	Section AA/ 02/20/26	Section AA/ February 2026	
ITEM #6: Stainless Steel Saddle Stainless steel tap saddles (compatible with plastic, brass or stainless-steel pipe), 100% lead-free, stainless-steel bands, cc taps ¾", 1", 1-				
	Discount:	50%	40%	NO BID
	Manufacturer:	Ford Meter Box	Powerseal	
	Parts Price List/Date:	Section AA/ 02/20/26	Powerseal Saddles	
ITEM #7: Mueller Complete Fire Hydrants, Complete Valves, Hydrant Parts & Valve Parts				
	Discount: Mueller complete fire hydrants	20%	20%	NO BID
	Discount: Mueller complete valves	20%	25%	
	Discount: Mueller valve & hydrant parts	40%	40%	
	Parts Price List/Date:	Mueller List/ 02/20/26	Mueller AWWA Fire Hydrants/ 02/16/26	
ITEM #8: EJ Complete Fire Hydrants, Complete Valves, Hydrant Parts & Valve Parts				
	Discount: EJ complete fire hydrants	52%	50%	58.5%
	Discount: EJ complete valves	55%	50%	63%
	Discount: EJ valve & hydrant parts	15%	15%	10%
	Parts Price List/Date:	EJ/ EJ will provide	Watermaster 250 kits, parts/ 5/2/2022	Attached/ 04/02/26 & 04/28/2026
Minimum Shipment:		N/A	N/A	N/A
Delivery within days of phone request:		3-30 Days	2-14 days once items are in	3-10 Days
Provided Contact Information:	Y or N	Y	Y	Y
Descriptive Literature Provided:	Y or N	N	N	Y
Payment Terms:		Net 30	Net 30	Net 30
Warranty:		Manufacturers Warranty	Manufacturer's Limited Warranty	See Attached
Delivery:		3-30 Days	1-14 days stock dependent	3-10 Days
Exceptions:		None	None	None
Allow bid to be broken up:	Y or N	Y	Y	Y
Acknowledgement:	Y or N	Y	Y	Y
Forms:	Y or N	Y	Y	Y

ATTEST:

*(*Bid Opening conducted via a Zoom Meeting)*

Jason Schmidt

Teresa Shepard

Andrew Chambliss

Nellie Bert

Stephanie Kerr

Emily Frontera
Purchasing Manager

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.e.

Date: June 11, 2026

To: Frank Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 3: Exercise Renewal Option – Janitorial Services

---

History

The Facilities and Grounds Division of the Department of Public Works is responsible for the comprehensive oversight of the citywide janitorial services contract.

At the March 16, 2020 meeting of Troy City Council, RNA Facilities Management (RNA) was awarded a three-year contract with an option to renew for three 3-year periods (Resolution #2020-03-051).

On January 12, 2022 RNA approached the City of Troy and asked for an increase to provide higher salaries in an effort to competitively recruit quality staff. RNA submitted a request for an additional $9,265 per month for the sole purpose of raising salaries and contained no additional profit for the company. At the February 28, 2022 meeting of Troy City Council, the request was approved (Resolution #2022-02-032).

At the May 22, 2023 meeting of Troy City Council, the three-year option to renew the contract for Janitorial Services with RNA Facilities Management was exercised effective July 1, 2023 through June 30, 2026 (Resolution #2023-05-085-J-4a). The contract included an annual average of 4% increase across all areas with additional cleaning services added at several locations including: Police Department (weekends), Transit Center (additional cleaning am and pm), Public Works (additional cleaning during working hours), and Library (Friday cleaning services). The Community Center had an increase of 91% to adjust for a miscalculation in the original contract pricing.

The current Janitorial Services Contract with RNA Facilities Management is set to expire on June 30, 2026. RNA is proposing a 10% increase for Year 1 of the renewed contract. The proposed increase would support several operational enhancements, including:

- Assignment of a dedicated Account Manager
- Frontline staff wage increases
- Investment in new equipment
- Addition of a support vehicle
- Implementation of enhanced workforce management tools

These enhancements are intended to improve service quality, operational efficiency, and overall contract performance. RNA is proposing a 3% increase for years 2 and 3.

The Rink and Aquatic Center have been added to the proposed contract to formalize the scope and ensure alignment on responsibilities, timelines and costs. Throughout the term of the current contract, RNA has utilized casual labor to deliver these services.

Purchasing
RNA Facilities Management of Ypsilanti, MI has expressed interest in renewing its contract for an additional three-year term per the existing contract terms and conditions, with a 10% price increase in Year 1 to cover the operational enhancements for dedicated account manager, support vehicle, heightened oversight, and updated equipment and technology, and a 3% increase in Years 2 and 3, as detailed in the attached proposal.

RNA continues to meet all contract requirements for Citywide Janitorial Services. City Management is in mutual agreement with the proposed three-year extension and is recommending, in the best interest of the City, exercising the second three-year renewal option.

Financial
Funds are budgeted and available in the various department operating budgets.

The costs for any additional casual labor or furniture moving are available in the various department operating/capital budgets as needed.

Recommendation
City Management recommends exercising the second three-year option to renew the Janitorial Services Contract with RNA Facilities Management of Ypsilanti, MI under the same terms and conditions for an estimated annual amount of $1,400,197.25 in year one, $1,442,203.11 in year two and $1,485,469.17 in year three for Proposal A; an hourly rate of $26.40 per hour in year one and, $27.20 per hour in year two and, $28.00 per hour in year 3 for casual labor and to provide as needed furniture moving over and above the requirements of the specifications for Proposal C; contract to expire June 30, 2029.

Suggested Resolution:
WHEREAS, On March 16, 2020, Troy City Council approved a three (3) year contract with an option to renew for three 3-year periods to RNA Facilities Management as a result of a best value evaluation process (Resolution #2020-03-051); and,

WHEREAS, RNA Facilities Management proposed a three-year contract renewal, maintaining the terms, conditions, and scope of the 2020 agreement, with updates to pricing and the inclusion of the Rink and Aquatic Center locations;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **EXERCISES** the second three-year option to renew the contract for Janitorial Services with RNA Facilities

Management of Ypsilanti, MI under the same terms and conditions as the 2020 contract, effective July 1, 2026 through June 30, 2029, for an estimated annual amount of $1,400,197.25 in year one, $1,442,203.11 in year two, and $1,485,469.17 in year three for Proposal A; an hourly rate of $26.40 in year one, $27.20 per hour in year two, and $28.00 per hour in year 3 for casual labor and to provide as-needed furniture moving over and above the requirements of the specifications for Proposal C, as detailed in the attached price proposal, a copy of which shall be **ATTACHED** to the Minutes of this meeting; contract to expire June 30, 2029.

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



2026 Janitorial Service

RNA FACILITIES MANAGEMENT

In Partnership With:

TROY MICHIGAN

2701 I-94 SERVICE DR | YPSILANTI MI 48198 | 734-260-3395

May 14, 2026

RNA
FACILITIES MANAGEMENT

City of Troy - Facilities,

This letter serves as a summary for the Janitorial Services request for renewal for three years July 1, 2026 – June 30, 2029.

We are proposing a 10% increase in year 1 and a 3% increase for years 2 and 3. The highlights of the proposed operational enhancements included within the increase are:

- (1) Dedicated Full-Time Account Site Manager assigned specifically to the City of Troy portfolio
- Increased frontline staff wages with planned annual 2.5% wage increases to improve retention and staffing stability
- Enhanced supervision and measurable accountability throughout all City facilities
- Implementation of Lighthouse workforce management technology with QR-based inspections and real-time reporting
- Additional operational oversight and inspection frequency across all facilities
- New equipment investments dedicated to supporting City of Troy facilities
- Dedicated on-site support vehicle for transportation of supplies, equipment, and rapid response to service needs
- Expanded service coverage including the newly added Rink facilities and Aquatic Center

These enhancements were developed to improve operational accountability, staffing stability, measurable oversight, and overall service delivery throughout the City of Troy facilities portfolio.

Thank you for your consideration.

Mike Farha
Chief Operating Officer
734-260-3395

www.RNAFM.com | Mfarha@rnafm.com

SCHEDULE 4 - PRICING
PROPOSALS RFP-COT 19-51

RENEWAL Jul-2026 – Jun-2029

PRICE PROPOSAL A - JANITORIAL SERVICES FOR ALL SERVICES PER SCOPE OF WORK

#	CITY FACILITY Location	Square ft cleaned	Estimated daily minimum hours	Monthly Cost **Year 1 of 3**	Monthly Cost **Year 2 of 3**	Monthly Cost **Year 3 of 3**
1.	**CITY HALL** 500 W Big Beaver	49,450	22 M-F	$16,567.49	$17,064.51	$17,576.44
2.	**POLICE DEPARTMENT** 500 W Big Beaver	55,215	24 M-F SAT/8 SUN	$19,793.92	$20,387.73	$20,999.37
3.	**52-4 DISTRICT COURT** 520 W Big Beaver	29,000	14 M-F	$12,162.55	$12,527.42	$12,903.25
4.	**LIBRARY** 510 W Big Beaver	44,500	22 M-F 16 sat/16 SUN	$17,657.73	$18,187.46	$18,733.08
5.	**DEPARTMENT of PUBLIC WORKS** 4693 Rochester	9,500	7 M-F	$4,408.57	$4,540.83	$4,677.05
6.	**PARKS GARAGE** 4695 Rochester	1,800	4 M-F	$1,811.04	$1,865.37	$1,921.33
7.	**TRANSIT CENTER** 1201 Doyle	2,600	3.5 SUN-SAT AM/PM SHIFT	$2,277.59	$2,345.92	$2,416.30
8.	**FIRE STATION 1** 1019 E Big Beaver	2,175	2 T, F	$601.76	$619.81	$638.40
9.	**FIRE STATION 2** 5600 Livernois	2,320	2 M, TH	$640.00	$659.20	$678.98
10.	**FIRE STATION 3** 2400 W Big Beaver	3,000	2 T, F	$828.31	$853.16	$878.76
11.	**FIRE STATION 4** 2117 E Maple	5,900	3 T, F	$1,632.53	$1,681.51	$1,731.95
12.	**FIRE STATION 5** 6399 John R	2,000	1.5 M, TH	$550.79	$567.32	$584.34
13.	**FIRE STATION 6** 5901 Coolidge	1,920	1.5 M, TH	$529.56	$545.45	$561.81
14.	**FIRE/POLICE TRAINING CENTER** 4850 John R	6,915	2.5 SUN-FRI	$1,430.80	$1,473.73	$1,517.94
15.	**COMMUNITY CENTER** 3179 Livernois	53,045	33 SUN-SAT	$29,769.69	$30,662.78	$31,582.66
16.	**STAGE NATURE CENTER** 6685 Coolidge	8,100	2.5 M, W, F	$1,425.82	$1,468.59	$1,512.65
	MONTHLY COST FOR JANITORIAL SERVICES LOCATIONS 1 -16			$112,088.15	$115,450.79	$118,914.31
	ANNUAL COST FOR JANITORIAL SERVICES LOCATIONS 1 -16			$1,345.057.80	$1,385,409.58	$1,426,971.72
17.	**AQUATIC CENTER*** 3425 Civic Center	12,670	7x/Week May*-Sep*	$6,964.93/5*	$7,173.88/5*	$7,389.09/5*
18.	**RINK*** 241 Town Center	7,500	per scope	$1,692.90	$1,743.69	$1,796.00
	ESTIMATED ANNUAL COST FOR JANITORIAL SERVICES ALL LOCATIONS			$1.400,197.25	$1,442,203.11	$1,485,469.17

NOTES/UPDATES to CONTRACT:

*Aquatic Center and Rink are proposed additional locations

*Aquatic Center – months of May and September will be prorated

RENEWAL Jul-2026 – Jun-2029

PRICE PROPOSAL C - SUPPLEMENTARY SERVICES PRICING FOR ALL LOCATIONS

1) CASUAL LABOR-Any time of day or night, including Saturdays, Sundays and Holidays

Casual Labor shall be defined as the labor required at specific locations to do tasks of a porter/custodial activity type including, but not limited to room/table set-up and take-down, chair placement, unloading of office supplies, custodial supplies, and other minor materials, and **custodial work over and above the requirements of the specifications** for locations as specified and other locations on an as needed basis. Under most circumstances, notice of 24 hours or more will be given. However, situations may develop that require immediate attention of one of more casual labor personnel. The City of Troy will not pay overtime charges for any casual labor.

Casual Labor Hourly Rate July 1, 2026 - June 30, 2027 **Year 1 of 3**	Casual Labor Hourly Rate July 1, 2027 - June 30, 2028 **Year 2 of 3**	Casual Labor Hourly Rate July 1, 2028 - June 30, 2029 **Year 3 of 3**
$26.40 per hour	**$27.20 per hour**	**$28.00 per hour**

2) FURNITURE MOVING - Provide hourly rate to perform office furniture moving and rearranging

Furniture moving is required for renovations, relocation of offices or to rearrange current furniture. Under most circumstances, notice of 24 hours or more will be given.

Furniture Moving Hourly Rate July 1, 2026 - June 30, 2027 **Year 1 of 3**	Furniture Moving Hourly Rate July 1, 2027 - June 30, 2028 **Year 2 of 3**	Furniture Moving Hourly Rate July 1, 2028 - June 30, 2029 **Year 3 of 3**
$26.40 per hour	**$27.20 per hour**	**$28.00 per hour**


TOP RATED
LOCAL
COMMERCIAL CLEANING

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.f.

Date: June 11, 2026

To: Frank Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 4: Cooperative Purchasing Contract Awards – Department of Public Works Natural Gas Generator Replacement

---

History

The Department of Public Works (DPW) facility was constructed in two phases. The original section, built in 1975, consisted of the Fleet Garage, Water/Sewer Garage, and administrative offices. In 1984, a 14,500 square-foot addition was constructed on the north side of the facility to serve as the Streets Equipment Garage. In 2001, an additional 1,100 square-foot expansion was added to the east elevation of the original facility to provide additional administrative space.

When the facility was originally constructed, the electrical infrastructure and emergency power systems were appropriately sized to support the operational demands of the DPW at that time. However, over the past 51 years, the operational needs of the facility have evolved. As services expanded and additional equipment, systems, and building improvements were added, the electrical demands of the facility increased accordingly. Multiple renovations over the years resulted in the addition of several distribution panels and electrical modifications to support those growing needs.

The Facilities Condition Assessment and Analysis identified many of the existing electrical distribution panels and switchgear components as obsolete and beyond their intended service life. While the systems remain operational, replacement parts and components are no longer readily available. In the event of a major equipment failure, the DPW could face extended outages and the inability to efficiently provide critical services to residents during emergencies.

The Troy City Council approved the Department of Public Works Electrical Distribution Upgrades 2025 project through Resolution #2024-08-102-J-4c at the August 12, 2024 City Council meeting. The initial electrical distribution upgrades, the installation of an upgraded

automatic transfer switch, and the electrical service modifications necessary to support the new emergency power system have since been completed. The next phase of the project includes the replacement of the existing emergency generator to ensure long-term operational reliability for the facility.

The Department of Public Works serves as the operational backbone for many essential municipal services. Replacing the existing emergency backup generator will help ensure the continuity of critical operations, including snow and ice response, water and sewer operations, fleet maintenance, and infrastructure support during emergency events and utility disruptions. A properly sized backup generator is critical to maintaining uninterrupted operations and ensuring reliable service delivery to residents when it matters most.

Purchasing

- Pricing for the DPW Natural Gas Generator Replacement purchase has been secured from Wolverine Power Systems of Wixom, MI, through Sourcewell Purchasing Cooperative Contract #092222-GNR as detailed in the attached Quote #26-0042-ICCDa.
- Pricing for the DPW Natural Gas Generator Replacement gas pipe installation has been secured from Limbach of Pontiac, MI, through the Oakland County Extended Purchasing Contract #009746, as detailed in the attached Proposal #CR050526A.
- Pricing for the DPW Natural Gas Generator Replacement installation has been secured from Shaw Systems of Southfield, MI, through the Oakland County Extended Purchasing Contract #010460, as detailed in the attached Proposal SCOT260421001-rev1.

	DPW Generator
Wolverine Power Systems	$82,055
Limbach	$47,750
Shaw Systems	$15,875
Contingency	$4,320
Total	$150,000

- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial

Funds are budgeted and available in the Fleet Maintenance Capital Fund for the 2027 fiscal year. Expenditures will be charged to account number 661.571.565.975.900 and will not take place until the beginning of the 2027 fiscal year. A project number will be assigned at a later date when available.

Recommendation

City Management recommends awarding contracts for the purchase and installation of the Department of Public Works Natural Gas Generator Replacement to Wolverine Power Systems of Wixom, MI, for the purchase of the generator and enclosure for an estimated amount of $82,055, as per Sourcewell Contract #092222-GNR; to Limbach of Pontiac, MI for the gas pipe installation for an estimated amount of $47,750 as per Oakland County Extended Purchasing Contract #009746 and to Shaw Systems of Southfield, MI, for installation and associated electrical work for an estimated amount of $15,875, as per Oakland County Extended Purchasing Contract #010460; not to exceed budgetary limitations.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **AWARDS** a contract for the purchase of the Department of Public Works Natural Gas Generator and enclosure to *Wolverine Power Systems* of *Wixom, MI* for an estimated amount of $82,055, as per Sourcewell Contract No. 092222-GNR; as detailed in the attached quote, a copy of which shall be **ATTACHED** to original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Department of Public Works Natural Gas Generator Replacement gas pipe installation to *Limbach* of *Pontiac, MI* for an estimated amount of $47,750 as per Oakland County Extended Purchasing Contract #009746 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract for the Department of Public Works Natural Gas Generator installation and associated electrical work to *Shaw Systems* of *Southfield, MI*, for an estimated amount of $15,875 as per Oakland County Extended Purchasing Contract #010460 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

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

Proposal#CR050526A

May 6th 2026

Project: **Revised DPW Generator Gas Piping**

Limbach Co. is pleased to provide you with a proposal for the following specific scope of work, qualifications, and exclusions:

Scope of Work:
This proposal is based on Limbach to provide all necessary tools, equipment, materials and labor to perform the following:

- Disconnect and demolition of existing gas piping feeding the existing generator.
- Tie into existing 5" gas main on DPW roof.
- Route 2-½" gas piping from main to where new generator is being installed.
    - Installation will include a new isolation valve and gas regulator.
    - Installation will utilize megapress gas fittings and new pipe stands.
- Pressure testing for mechanical inspection.
- Coordination with Consumers Energy to replace the building gas meter.

Also Included
- All hoisting and rigging
- Deliveries
- Test, Check & Start for proper operations

Qualifications
1. It is assumed that all additional existing equipment, controls, and piping, isolation valves, ductwork, and other systems are in proper working condition and do not require repair, replacement or rehabilitation.
2. Owner to facilitate adequate access to the building during the installation.
3. All work to be performed using Union personnel.
4. Limbach's proposal is subject to a thorough review of scope, price, and schedule; and to mutually agreeable terms and conditions of the contract.
5. This proposal is valid for sixty (60) days and is subject to the attached Terms & Conditions. If this proposal meets with your approval, please sign and return one (1) copy of this letter.

Proposal#CR050526A

May 6th 2026

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

1. Removal or relocation of conflicting services, utilities, lights, or sprinklers.
2. Other repairs needed that are found on the existing system during the installation.
3. Temporary utilities or HVAC.
4. Permit/Permit Fees

Total Investment for the above scope of work - $47,750.00

Respectfully submitted,

Colin Rosni

Special Projects Manager
(586)-770-1124
Colin.Rosni@Limbachinc.com

Approved by:

_____ _____

Signature Date

_____

Print Name

This proposal is valid for 7 days from the date listed above. ALL labor is to be performed during normal business hours of Monday - Friday 7:00 am to 3:30 pm, unless specifically noted in this contract. Upon execution as provided below, this agreement, including the following pages attached hereto (collectively the "Agreement"), shall become a binding and enforceable agreement against both parties hereto. Customer, by execution of this Agreement, acknowledges that it has reviewed and understands the attached terms and conditions and has the authority to enter into this Agreement.

PROJECT AGREEMENT TERMS AND CONDITIONS

The following terms and conditions are incorporated into and made a part of the agreement between Contractor and Customer (the "Agreement"):

1. Customer shall permit Contractor free and timely access to areas and equipment, and allow Contractor to start and stop the equipment as necessary to perform required services. All planned work under this Agreement will be performed during the Contractor's normal working hours. Customer will provide to Contractor reasonable means of access to the equipment, including removal, replacement, or refinishing of the building structure required.

2. Contractor shall repair or replace any of the Work performed by Contractor or its subcontractors which is proven to be defective in quality of material or workmanship within one (1) year from the date of beneficial use by the Customer, or from the date of acceptance, whichever is the earlier, provided Contractor has been given prompt, written notice of any such defects. If any replacement part or item of equipment proves defective, Contractor will extend to Customer the benefits of any warranty Contractor has received from the manufacturer. Removal and reinstallation of any equipment or materials repaired or replaced under a manufacturer's warranty will be at Customer's expense and at the rates in effect. CONTRACTOR MAKES NO OTHER WARRANTIES, EXCEPT AS DESCRIBED HEREIN, AND EXPRESSLY DISCLAIMS ALL OTHER WARRANTIES WHETHER EXPRESS, IMPLIED OR STATUTORY, INCLUDING THE WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.

3. TERMS OF PAYMENT: 1/3 upon approval of the proposal, progress billings, and balance due 30 days from the final invoice. Material and equipment furnished under this proposal shall remain the property of the seller until final payment has been received. In addition, if Contractor does not receive payment of a properly submitted invoice within thirty (30) days, Customer shall pay a late charge on the balance outstanding at the lesser of (a) 1 ½% per month or (b) the highest rate allowed by law, in each case compounded monthly to the extent allowed by law.

4. If at the time the order is placed, the cost of raw materials should exceed 5% over the original estimate, the additional cost will be added to the total investment price.

5.. Customer shall be responsible for all taxes applicable to the services and/or materials hereunder. The amount of any taxes for which Contractor may become liable for or in connection with its performance under this Agreement shall be in addition to the amount of the Agreement.

6. In the event Customer requests that Contractor perform work beyond the Scope of this Agreement, the cost of materials and labor will become an extra charge (fixed price amount to be negotiated or performed by Contractor on a time-and-material basis at Contractor's rates then in effect.)

7. In the event that Contractor must commence any action against Customer to recover amounts due hereunder, Customer shall reimburse Contractor for its attorney's fees and court costs associated with such action.

8. In the event of a breach by Contractor of the terms of this Agreement, or in the event Customer incurs any liability in connection with the performance of the Work by Contractor, Customer's sole and exclusive remedy against Contractor shall be for Contractor to repair or replace the Work in accordance with the warranty or, if such Work cannot be repaired or replaced, to refund to Customer the amount paid to Contractor under this Agreement, not to exceed Customer's direct damages caused by such breach or liability. Notwithstanding the foregoing, in no event shall the liability of Contractor in connection with the Work, whether by reason of breach of contract, tort (including negligence), statute or otherwise exceed the amount paid by Customer to Contractor for the Work. UNDER NO CIRCUMSTANCES, WHETHER ARISING IN CONTRACT, TORT (INCLUDING NEGLIGENCE), EQUITY, OR OTHERWISE, WILL CONTRACTOR BE RESPONSIBLE OR LIABLE FOR DAMAGES ARISING FROM LOSS OF USE, LOSS OF BUSINESS AND/OR PROFIT, INCREASED OPERATING OR MAINTENANCE EXPENSE, CLAIMS OF CUSTOMER'S CLIENTS OR TENANTS, OR ANY SPECIAL, INDIRECT, CONSEQUENTIAL, PUNITIVE, OR EXEMPLARY DAMAGES, ARISING OUT OF ITS PERFORMANCE UNDER THIS AGREEMENT, EVEN IF CONTRACTOR HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Any action against the Contractor relating to this Agreement, or the breach thereof, must be commenced within one (1) year from the date of the work.

9. Contractor shall not be liable for any delay, loss, damage or detention caused by acts or circumstances beyond its control including, without limitation, unavailability of labor, machinery, equipment or materials, delay of carriers, strikes, including those by Contractor's employees, lockouts, civil or military authority, priority regulations, insurrection or riot, war, acts of terrorism, action of the elements, forces of nature, or by any cause beyond its control.

10. Contractor shall not be liable for any claim, damage, loss, or expense nor for injuries to persons, or damage to property. To the fullest extent permitted by law, Customer shall indemnify and hold harmless Contractor, its agents and employees from and against all claims, liabilities, damages, losses and expenses (including but not limited to attorneys' fees) arising out of or resulting from the performance of work hereunder or any act or omission arising out of or related to this Agreement, provided that such claim, damage, loss or expense is caused in whole or in part by an active or passive act or omission of Customer, anyone directly or indirectly employed by Customer, or anyone for whose acts Customer may be liable, regardless of whether it is caused in part by the negligence of Contractor.

11. Customer shall make available to Contractor's personnel all pertinent Material Safety Data Sheets (MSDS) pursuant to OSHA's Hazard Communication Standard Regulations.

Contractor's obligation under this proposal and any subsequent contract does not include the disposal of used oil and/or refrigerant (contaminated or otherwise). Customer shall be solely responsible for the proper disposal of all oil and/or refrigerant in accordance with the applicable laws, rules and regulations.

12. Contractor's obligation under this proposal and any subsequent contract does not include the identification, abatement or removal of asbestos, mold or any other toxic or hazardous substances, hazardous wastes or hazardous materials. In the event such substances, wastes and materials are encountered, Contractor shall have the right thereafter to suspend its work until such substances, wastes or materials and the resultant hazards are removed. The time for completion of the work shall be extended to the extent caused by the suspension and the Agreement price equitably adjusted. Customer shall defend, indemnify, and hold harmless Contractor for any claims, liabilities, damages, losses and expenses related to such substances, wastes and materials, including the failure to identify or notify Customer of such substances, wastes and materials.

Contractor expressly disclaims any and all responsibility and liability for the indoor air quality of the Customer's facility, including without limitation, injury or illness to occupants of the facility or third parties, or any damage to the Customer's facility, arising out of or in connection with Contractor's work under this Agreement, including without limitation any illness, injury, or damage resulting in any manner form any fungus(es) or spore(s), any substance, vapor or gas produced by or arising out of any fungus(es) or spore(s), or any material, product, building component or structure that contains, harbors, nurtures or acts as a medium for any fungus(es) or spore(s).

13. In the event that Customer cancels or terminates this Agreement for any reason, other than a material breach by Contractor, Customer shall pay Contractor for all Services performed through the date of termination, plus cancellation charges and reasonable overhead and profit.

14. This Agreement, including the Terms and Conditions, constitutes the entire agreement and understanding among the parties hereto and supersedes any and all prior agreements and understandings, oral or written, relating to the subject matter hereof and can be amended only by an agreement, in writing, signed by all parties hereto. This Agreement shall not be assignable by Customer without the express prior written consent of Contractor. This Agreement shall be governed by and construed in accordance with the laws of the State where the Work is performed, without giving effect to that State's conflicts of laws principles.

- - - END OF TERMS AND CONDITIONS - - -

Proposal & Scope of Work

Date: 5/6/2026 | **Proposal ID: SCOT260421001-rev1**

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

FROM: Eric J Peterson
PROJECT: DPW GENERATOR REPLACEMENT

Shaw Service and Maintenance Contacts

Eric Peterson, Service Engineer	Direct (248) 228-2080 | (248)534-7602 | epeterson@shawsi.com
Dispatch	Direct (248) 228-2080 | service@shawsi.com
After Hours Emergency Number	(877) 370-7076
Service Email	service@shawsi.com

Included	*Excluded*		*Included*	*Excluded*	
☒	☐	*Sales & Use Tax*	☐	☒	*Payment & Performance Bonds*
☐	☒	*Electrical Permit Costs & Fees*	☐	☒	*Overtime Costs*
☐	☒	*Fire Division Inspection Fees*	☐	☒	*Temperature Controls*
☐	☒	*Building Permit Fees*	☐	☒	*Patching &/or repair of holes in walls or floors*

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

SCOPE OF WORK:

Disconnect and Demo existing Generator; Place in area approved by COT for recycling by COT
Install owner provided generator in same location as previous unit
Rework and connect existing electrical feeds to new generator
LIMBACH (work provided by COT) to provide gas piping, mechanical, new meter
COT to provide machine operator and crane to help set new unit
Test, Startup, monitor through run-cycle with COT provided contractor

TOTAL OFFERING PRICE: $15,875.00

Eric J Peterson

Shaw Service & Maintenance

Standard Terms & Conditions

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

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

CITY OF TROY BULLETIN BREAKDOWN THROUGH JUNE 30TH, 2026

PROJECT:	CITY OF TROY	**SHAW PROJECT #:**	SCOT260421001
QUOTE FOR:	DENNIS TRANTHAM	**SHAW MMS RFC #:**	
DATED:	4/21/2026	**SHAW REVISION #:**	0
		SHAW QUOTE DATE:	4/21/2026
DESCRIPTION:	PER PROVIDED SCOPE- DIRECT REPLACEMENT OF EXISTING DPW GENERATORSHAW WILL UTILIZE EXISTING PAD / LAYOUT.		
PLANS ISSUED:	n/a		
SPECS. ISSUED:	"		
SKETCHES ISSUED:	"		
QTY ELEC/TECH DWGS ISSUED:	0		

MATERIAL	**CONDUIT, WIRE, ELECTRICAL MATERIALS (ESTIMATED)**				$2,200	
	GENERATOR W/ SOUND DAMPENING ENCLOSURE BY COT			0	$0	
				0	.	
					$0	
	MARKUP(INCLUDING USE TAX)	15%			$330	
	ESCALATION(CONTINGENCY)	8%			$202	
	MATERIAL TOTAL					$2,732
DIRECT INSTALLATION LABOR COST - PER ATTACHED SHEETS						
0	**HOURS @ Straight**				$0	
0	**HOURS @ "**	$ 99.00	**ELECTRICIAN**		$0	
40	**HOURS @ "**	$ 122.00	**SERVICE ELECTRICIAN**		$4,880	
0	**HOURS @ Time & 1/2**				$0	
0	**HOURS @ "**	$ 129.00	**ELECTRICIAN**		$0	
42	**HOURS @ "**	$ 153.00	**SERVICE ELECTRICIAN**		$6,426	
0	**HOURS @ Double**				$0	
0	**HOURS @ "**	$ 162.00	**ELECTRICIAN**		$0	
0	**HOURS @ "**	$ 189.00	**SERVICE ELECTRICIAN**		$0	
SUPERVISION - 8% OF DIRECT LABOR HOURS (DETAILING, LOGISTICS) or PER ATTACHED SHEETS AS DIRECT LABOR						
3.2	**HOURS @ Straight**	$ 122.00			$390	
0	**HOURS @ "**				$0	
0	**HOURS @ Time & 1/2**				$0	
0	**HOURS @ "**				$0	
0	**HOURS @ Double**				$0	
0	**HOURS @ "**				$0	
		0%	**INCREASE RATES FOR NON DAY SHIFT/FUTURE RATES**		$0	
	LABOR TOTAL					$11,696
DJE EQUIPMENT - LARGE OR SPECIAL TOOLING						
	MEGGER/ROTATION METER/ETC				$125	
	RIGGING / HOISTING / LULL / FORKLIFT				$0	
	CONDUIT BENDER (555)				$0	
	CIRCUIT TRACER				$0	
	CORING				$0	
	POWER LOGGER				$0	
	PERMIT				$0	
					$0	
ENGINEERING / DOCUMENT MAINTENANCE						
4	**HOURS**	$ 96.00	**SERVICE ENGINEER/FIELD DETAIL/SURVEY**		$384	
0	**HOURS**	$ 80.00	**BIM COORDINATOR/PLOTS/DWGS**		$0	
0	**HOURS**	$ 65.00	**ADMINISTRATIVE ASSISTANT**		$0	
DIRECT JOB EXPENSES / SMALL TOOLS / SAFETY / CONSUMMABLES / FIRST AID						
	AS PERCENT @	8.0%	**OF LABOR ABOVE TOTAL**		$936	
	or AS ITEMIZED ON THE DJE CHECKLIST SHEET (Page 2 of 2)				$0	
	DIRECT JOB EXPENSES TOTAL					$1,445
						$15,875
		0%				$0
SUBCONTRACTORS						
					$0	
	LIMBACH - BY COT				$0	
	CRANE- BY COT				$0	
	x				$0	
	SUBCONTRACTOR TOTAL					$0
	FEE ON SUBS @	5%				$0
PLM BOND / INSURANCE COSTS						$0
TOTAL PRICE FOR THIS QUOTATION						**$15,875**

Effective From: 5/7/2026

QUOTE # 26-0042-ICCDa

PROJECT NAME: Troy DPW Sourcewell

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

BILL OF MATERIALS:

Quantity 1 - Generac Industrial gaseous engine-driven generator, turbocharged/aftercooled 6 cylinder 14.2L engine:

- Stationary Emergency-Standby rated
- 200kW Rating, wired for 120/208 VAC three phase, 60 Hz
- Natural Gas fuel system
- Permanent Magnet Excitation
- UL2200
- EPA Non Emergency Certified
- Standard Weather Protective Enclosure, Steel
  - Industrial Grey Baked-On Powder Coat Finish
  - DBA Rating on SWE is Average of 80.5 at 23 feet
- Power Zone Digital Control Panel for Single or MPS Generators
  - Meets NFPA 99 and 110 requirements
- Primary MLCB, 80% Rated LSI Electronic Trip
  - PDG43K0800B2N
  - 800 Amp
- 225 AH, 1155 CCA Group 8D Batteries, with rack, installed
- Battery Charger, 10 Amp, NFPA 110 compliant, installed
- Coolant Heater, 1500W, 120VAC, forced-circulation type
- Flex Fuel Line, shipped loose
- Flush Mount Annunciator Kit
- Generac Link Manager hardware gateway for remote monitoring and control
  - 2 Serial Ports: CAN/RS485; 2 TCP Ports: Eth1 (Ethernet 1), Eth2 (Ethernet 2)
  - Antennas: GPS, Ethernet Ports (2); Cellular SIM Card Ruggedized 2FF
- Oil Temp Sender
- Optional Fan and Belt Guards
- 21-Light Remote Annunciator, Surface Mount
- Remote Emergency Stop Switch, Break-Glass, shipped loose
- 3 Owner's Manuals
- Standard 2-Year Limited Warranty
- SG0200GG20142S18PPYYG

ADDER Info for Level 2 Enclosure

- DBA Rating on L2A is Average of 71 at 23 feet

SCOPE OF WORK:

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

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

Effective From: 5/7/2026

NOTES:

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

VALIDITY:

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

NET PRICE FOR JOBSITE (TAXES NOT INCLUDED)

Base Bid: ……. $ 78,077.00
ADDER for Level 2 Enclosure: ……. $ 3,978.00

ACCEPTANCE:

_____ _____ _____

Authorized Buyers Signature / Printed Name | Date of Signature | *Requested* Delivery Date

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

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

Sincerely,

Ivan Custodio | Industrial Sales
(616) 403-9457

Chad DeWeerd
Industrial Sales Support

Wolverine Power Systems
46968 Liberty Drive
Wixom, Michigan 48393

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

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

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

Effective From: 5/7/2026

CONDITIONS OF SALE AND LIMITATIONS OF LIABILITY

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

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

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.g.

Date: June 11, 2026

To: Frank Nastasi, City Manager

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

Subject: Standard Purchasing Resolution 4: State of Michigan MiDEAL Cooperative Purchasing Agreement — DPW Replacement Equipment Trailers.

History

- Two (2) trailers being replaced will be used by the Department of Public Works to haul supplies, materials and equipment.
- This purchase replaces two (2) existing equipment trailers that have reached their intended life expectancy.
- The two (2) obsolete equipment trailers will be removed from service and sold at auction for the estimated total proceeds of $6,000.00.
- This purchase replaces existing equipment and does not increase the size of the existing Department of Public Works motor pool fleet.

Purchasing

- Pricing to purchase selected equipment trailers has been secured from *Truck and Trailer Specialties of Howell, MI* as per the State of Michigan MiDEAL contract #240000000167.
- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial

- Funds are available in the Public Works Fleet Division Capital Fund under project number 2026C0064 for the 2026 Fiscal Year.
- Expenditures of $34,890.00 will be charged to Account Number 661.571.565.981.

QTY.	Description	Unit Cost	Total Cost
1	Towmaster T-12D Trailer	$16,760.00	$16,760.00
1	Towmaster T-16DT Trailer	$18,130.00	$18,130.00
	GRAND TOTAL		**$34,890.00**

Recommendation

City Management requests authorization to purchase Two (2) Towmaster Equipment Trailers from *Truck and Trailer Specialties of Howell, Michigan*, an authorized Michigan dealer for Towmaster products and equipment, as per the State of Michigan MiDEAL Cooperative Purchasing Contract #240000000167 for an estimated total cost of $34,890.00 as detailed in the attached quotes; not to exceed budgetary limitations.





Suggested Resolution:

RESOLVED, That Troy Council hereby **APPROVES** a contract to purchase two (2) Towmaster Equipment Trailers from *Truck and Trailer Specialties of Howell, Michigan*, an authorized Michigan dealer for Towmaster products and equipment, as per the State of Michigan MiDEAL Cooperative Purchasing Contract #240000000167 for an estimated total cost of $34,890.00 as detailed in the attached quote, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

May 4, 2026

City of Troy
4693 Rochester Road, Troy, MI 48085
Attn: Brian Varney, Fleet Superintendent, ph: (248) 524-3390

MiDEAL

State Contract No: 240000000167

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Supply Towmaster 22' Drop-Deck Tilt Trailer including the following:
Model T-16DT
18' Tilt Deck Length
4' Stationary Deck Wood (22' total Deck Length)
2" Nominal Oak Decking
24" Diamond Plate Approach
102" OD Width / 82" ID Width
2 Axles - 8K Torsion Dexter Axles
2 Brakes - Electric Brakes
4 Tires - 215/75R17.5 (H) 16-ply
4 Wheels - 8-bolt, Steel
1 Jack - 12K Drop Leg
1 Lights - L.E.D.
1 Plug - 7 Pole RV
1 Hitch/Neck - 3" Pintle Ring
Trailer Color - Omaha Orange
12 Tie Downs - D-rings, 6 per Side
Lockable Toolbox Lid
Side Lip Down

Supplied & delivered pricing: $18,130.00 ea.

Warranty: Towmaster warranty statement enclosed.
Payment Terms: Net 30 days. Pricing effective for 30 days.
FOB: City of Troy
Delivery: 2-3 months ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

TRUCK & TRAILER Specialties, Inc.
900 Grand Oaks Drive | Howell, MI 48843 | www.ttspec.com | ph: (517) 552-3855 | fx: (517) 552-3666

May 4, 2026

City of Troy
4693 Rochester Road, Troy, MI 48085
Attn: Brian Varney, Fleet Superintendent, ph: (248) 524-3390

MiDEAL

State Contract No: 240000000167

Equipment Quotation utilizing the state contract awarded to Truck & Trailer Specialties, Inc.

Supply Towmaster 20' Drop-Deck Trailer including the following:
Model T-12D
20' Deck Length
3' Wood Top Beavertail (23' Total Load Space)
2" Nominal Oak Decking
102" OD Width / 82" ID Width
2 Axles - 7K Torsion Dexter Axles
2 Brakes - Electric Brakes
4 Tires - 235/85R16
4 Wheels - 8-bolt, Steel
1 Jack - 12K Drop Leg
1 Lights - L.E.D.
1 Plug - 7 Pole RV
1 Hitch/Neck - 3" Pintle Ring
2 Ramps - 5' x 48" wide Mesh Top Ramps, including Flat Bar Hold-up and Spring-assist Ramps
Ramp Color - Omaha Orange
Trailer Color - Omaha Orange
8 Tie Downs - D-rings, 4 per Side
Lockable Toolbox Lid
2" Tall Side Lip Up
Square Tube Rail with Angle Uprights as Tall as Fenders on Front, Sides and Beavertail

Supplied & delivered pricing: $16,760.00 ea.

Warranty: Towmaster warranty statement enclosed.
Payment Terms: Net 30 days. Pricing effective for 30 days.
FOB: City of Troy
Delivery: 3-4 months ARO

Thank you for the opportunity to quote.

Respectfully submitted by,
Jon Luea/Brian Bouwman

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.h.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Joshua Jones, Chief of Police
David Quaiatto, Police Captain
Sam Kalef, Communications Manager
Emily Frontera, Purchasing Manager
Roland Gungab, Budget Analyst – Troy Police

Subject: Standard Purchasing Resolution 4: Oakland County Cooperative Purchase – Call Handling Equipment Upgrade – Troy Police Department

---

History

In 2016, the City of Troy entered an agreement with Oakland County through the Oakland County's Courts and Law Enforcement Management Information System (CLEMIS) to join its Oakland County Public Safety Answering Points (PSAPs) along with our surrounding area cities (Resolution # 2016-11-199-J6). In May 2017, Troy Police Communications Center purchased and implemented Emergency CallWorks Next Generation 911 (Resolution #2017-05-089-J-4C) costing $145,746.46 in total. In September 2022, the City of Troy through CLEMIS agreed to upgrade its PSAPs through Motorola Solutions, Inc. (Motorola CallWorks) initially costing $97,866.00 (Resolution #2022-09-137-J-4e). The contract with Motorola CallWorks expired 1/31/2026, but an extended warranty was purchased for $10,710.00 to cover service at least through 1/31/2027.

CLEMIS is beginning the transition from Motorola CallWorks to Carbyne CHE because Motorola CallWorks has reached its end of life and is no longer being updated. This transition is estimated to begin in the Fall/Winter of 2026, with all PSAPs being transitioned over by Spring 2027. The Troy Police Communications Center handles over 34,000 emergency and 911 calls a year as well as over 100,000 non-emergency calls and inquires. PSAPs are the backbone of emergency communications offering benefits that range from life-saving response coordination to advanced technology integration ensuring that effective help reaches the right place at the right time. This includes:

- Rapid, reliable emergency response
- Centralized coordination of emergency services
- Enhanced situational awareness for responders
- Pre-arrival instructions that can save lives
- Support for diverse and complex incidents (i.e. fires, active crimes, large-scale

disasters)
- Interoperability and network resilience
- Operational flexibility and redundancy

New and updated capabilities of Carbyne compared to Motorola Callworks include:

- Redundancy for our citizens when texting to 911
- Next Gen 911 so videos and pictures can be sent and received
- Automated call scoring, performance tracking
- Real-time transcription, key detail extraction, and automated call summaries
- Translation across 70+ spoken languages delivered in real time during a service or emergency call

Without the CHE purchase and update, our agency would not have connectivity to other Oakland County PSAPs and would lack many of the benefits and capabilities as listed above. Consequently, from the ground up the City of Troy would have to take on the process of purchasing and installing its own standalone CHE system for non-emergency and 911 call processing.

Purchasing

- The CHE transition is based on a five-year contract from *Carbyne, Inc. of New York, NY* per Oakland County Purchasing Program as detailed in the attached contract #011794.
- The initial year of the Carbyne contract will have an estimated cost of $146,191.32, which includes outfitting the seven call-taking positions in our Communications Center, as well as providing two mobile laptops for field/tactical deployment. All first-year costs include hardware, software, installation, and selected enhancement options. Following year one, each additional year, up to year five (5) will have an estimated cost of $69,297.72 per year as detailed in the attached adoption agreement. Additionally, renewals are subject to fee adjustments limited to the greater of 3% or the change in the U.S. Department of Labor Consumer Price Index ("CPI") for the twelve month period preceding the anniversary date.
- City Council authorized participation in the Cooperative Purchasing Programs on November 17, 2025 (Resolution #2025-11-148-J-5).

Financial

Funds are budgeted in the 2027 Police Communications Capital Fund. 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 401.301.11.325.980.025.

Recommendation

City Management recommends approving the five (5) year contract, effective February 1, 2027, for purchase of the call handling equipment and services from *Carbyne, Inc. of New York, NY* as detailed in the attached agreement and as per the Oakland Purchasing Contract #011794 for an estimated cost of $146,191.32 for the first year and an estimated cost of $69,297.72 for each remaining year with renewals subject to fee adjustments limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.

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

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **APPROVES** the five (5) year contract, effective February 1, 2027, for the purchase of the call handling equipment and services from *Carbyne, Inc. of New York, NY* as detailed in the attached agreement and as per the Oakland Purchasing Contract #011794 for an estimated cost of $146,191.32 for the first year and an estimated cost of $69,297.72 for each remaining year with renewals subject to fee adjustments limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date; as detailed in the attached agreement; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

BE IT FURTHER RESOLVED, That the Troy Chief of Police is **AUTHORIZED** to **EXECUTE** the agreement with *Carbyne, Inc.*, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Troy PD Adoption Agreement

This PSAP Adoption Agreement ("PSAP Agreement") is entered into between Troy PD ("PSAP") and Carbyne, Inc. ("Contractor") as of the last date of signature below ("PSAP Agreement Effective Date"). PSAP and the Contractor may be referred to individually as a "Party" or collectively as the "Parties."

By entering into this PSAP Agreement, PSAP agrees to the terms of the Contract between County of Oakland and Contractor with Contract Number 011794, including any exhibits, appendices and attachments (collectively, "Contract"). This PSAP Agreement incorporates the Contract and forms an agreement only between PSAP and Contractor. For avoidance of doubt, County of Oakland is neither a party nor a third-party beneficiary to this PSAP Agreement.

This PSAP Agreement also specifies any commercial terms such as fees specific to PSAP. Such commercial terms are consistent with Contract, however in the event of a conflict between the Contract and this PSAP Agreement, this PSAP Agreement will apply to the extent of such conflict. Any capitalized terms will have the same definition as set forth in the Contract, unless otherwise expressly set forth in this PSAP Agreement.

The Parties agree to the following additional terms which apply to PSAP:

1. Subscription Term: The Solution subscription start date will be the earliest of i) the date Carbyne
   delivers to Customer the license keys which provides Customer with access to the APEX platform, or ii) February 1, 2027 ("APEX Start Date"). The Solution subscription term will continue through January 31, 2032 ("APEX End Date").

2. Fees:

Troy PD	
500 W Big Beaver Rd, Troy, MI 48084	
Concurrent Seats	4
Installed Positions	7 + 2 laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$146,191.32
Years 2-5 Costs	$69,297.72

CPI Adjustment: In Carbyne's sole discretion, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.

Payment terms are as set forth in the Contract.
All payments are due Net 30 days from the date of invoice.

The Parties by their duly-authorized representatives have caused this PSAP Agreement to be executed as of the PSAP Agreement Effective Date:

Troy PD	**Carbyne, Inc.**
Address: 500 W Big Beaver Rd, Troy, MI 48084	Address: 45 W. 27th St., Floor 2, New York, NY 10001

By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

PURCHASING
Purchasing
(248) 858-0511 | purchasing@oakgov.com

Buyer: CJS **CONTRACT NUMBER:** 011794 **Event #: 000535**

CONTRACT between the **COUNTY OF OAKLAND** and **CONTRACTOR**

Not To Exceed Amount: $1,039,009.13	**Effective Date:** 01/01/2026	**Expiration Date:** 01/31/2031
Contract Description:	Apex 911 CHE System - P	

Contractor Address:	**Contract Administrator Information:**
CARBYNE INC 45 W 27th Street Floor 2 New York, NY 10001-7065 **Vendor No:** 41948	John Rucker CARBYNE INC legal@carbyne.com
Buyer and Purchasing Information:	**County Contract Administrator and Using Department:**
Aaron Wagner OAKLAND COUNTY PURCHASING 2100 Pontiac Lake Rd 41W Waterford, MI 48328-2762 purchasing@oakgov.com	Rod Davenport, C.I.O. OAKLAND COUNTY INFO. TECH. 1200 N Telegraph Rd. Bldg 49 W Pontiac MI 48341 davenportr@oakgov.com

The County and the Contractor may be referred to individually as a "Party" or collectively as the "Parties." The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:

SIGN: John Rucker
John Rucker (Dec 30, 2025 16:47:50 EST)

FOR THE COUNTY:

SIGN: Rod Davenport
Rod Davenport (Dec 30, 2025 17:23:09 EST)

Contract Administrator

SIGN:
Aaron Wagner (Dec 30, 2025 17:24:36 EST)

Aaron F. Wagner, Chief Procurement Officer
Or
Alycia Williams, Purchasing Manager

cmk

This Contract is organized and divided into the following Sections for the convenience of the Parties.

Section 1. Contract Definitions

Section 2. Contract Term and Renewal

Section 3. Contract Administration and Amendments

Section 4. Contract Termination

Section 5. Scope of Deliverables and Financial/Payment Obligations

Section 6. Contractor's Warranties and Assurances

Section 7. Liability

Section 8. Insurance and Bond Requirements

Section 9. Intellectual Property

Section 10. Confidential Information

Section 11. County Data

Section 12. Information Technology Standards

Section 13. General Terms and Conditions

§1. CONTRACT DEFINITIONS

The following words when printed with the first letter capitalized shall be defined and interpreted as follows, whether used in the singular or plural, nominative or possessive case, and with or without quotation marks:

1.1. "**Amendment**" means any change, clarification, or modification to this Contract.

1.2. "**Business Day**" means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.

1.3. "**Claims**" means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; costs or other liability of any kind which is imposed on, incurred by, or asserted against the County by third parties or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened by third parties, including, but not limited to, reimbursement for reasonable attorney fees, mediation, facilitation, arbitration fees, witness fees, court costs, investigation expenses, litigation expenses, or amounts paid in settlement.

1.4. "**Confidential Information**" means all information and data that the County is required or permitted by law to keep confidential, which includes computer software, cybersecurity assessments and plans and measures to protect the County's security.

1.5. "**Contract**" means this document and any other documents expressly incorporated herein, including the Carbyne APEX Quote signed between the parties.

1.6. "**Contractor**" means the entity or person listed under "Contractor" on the first page of this Contract and Contractor Employee.

1.7. "**Contractor Employee**" means any employee; officer; director; member; manager; trustee; volunteer; attorney; licensee; contractor; subcontractor; independent contractor; subsidiary; joint venture; partner or agent of Contractor; and any persons acting by, through, under, or in concert with any of the above, whether acting in their personal, representative, or official capacities. Contractor Employee shall also include any person who was a Contractor Employee at any time during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.8. "**Contract Documents**" mean the following documents, which this Contract includes and incorporates:

Exhibits (Applicable if Checked)

1.8.1. ☒ Exhibit I: Contractor Insurance Requirements

1.8.2. ☒ Exhibit II: Requirements for Contractors with Access to County PII (Personally Identifiable Information)

1.8.3. ☒ Exhibit III: License for Use of County Servicemark

1.8.4. ☒ Exhibit IV: Scope of Contractor Deliverables/Financial Obligations

1.8.5. ☒ Exhibit V: Contractor Quote & Software License Agreement

1.8.6. ☒ Exhibit VI: Carbyne Support Term & Service Level Agreement.

1.8.7. ☒ Exhibit VII-1; Exhibit VII-2 and Exhibit VII-3: Portions of the Request for Proposal Response: Carbyne-Oakland County Event # Oak-0000535 (2024).

1.9. "**County**" means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and "County Agents" as defined below.

1.10. "**County Agent**" means any elected and appointed officials; directors; board members; council members; commissioners; employees; and volunteers of the County; whether acting in their personal, representative, or official capacities. "County Agent" shall also include any person

who was a "County Agent" anytime during the term of this Contract but, for any reason, is no longer employed, appointed, or elected in that capacity.

1.11. "**County Data**" means information or data collected, used, processed, stored, or generated in any format, by or on behalf of the County, in connection with the Deliverables, which shall include, but not be limited to: (a) personal health information (PHI) as defined under the Health Insurance Portability and Accountability Act (HIPAA) and Exhibit II, (b) personally identifiable information (PII) as defined in Exhibit III, and (c) Criminal Justice Information defined in Exhibit IV if the Exhibit(s) are incorporated into the Contract. County Data includes Confidential Information as defined in this Contract.

1.12. "**County Network**" means County owned, leased, or licensed equipment, hardware, and software that is interconnected via fiber optic, wireless, or other communication mediums for the purposes of County hosting, processing, using, sharing, and/or transporting data, video, voice, or any other form of information.

1.13. "**Day**" means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

1.14. "**Deliverables**" means goods and/or services provided under this Contract, whether tangible or intangible, and may be more specifically described in the Exhibits.

1.15. "**Effective Date**" means midnight on the date listed on the first page of this Contract.

1.16. "**Expiration Date**" means 11:59.59 p.m. on the date listed on the first page of this Contract.

1.17. "**E-Verify**" means an Internet based system operated by the Department of Homeland Security (DHS) in partnership with the Social Security Administration (SSA) that allows participating employers to electronically verify the employment eligibility of their newly hired employees. Information and the registration process are found at the E-Verify website: https://e-verify.uscis.gov/enroll.

1.18. "**Intellectual Property**" means any developments, improvements, designs, innovations, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, which includes, but is not limited to, ideas, concepts, inventions, and processes related to the development and operation of computer software and systems. "County Intellectual Property" is "Intellectual Property" owned by the County and used by the Contractor during the performance of this Contract.

1.19. "**Iran-Linked Business**" is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.

1.20. "**Not to Exceed Amount**" means the dollar amount listed on the first page of this Contract, unless amended. The "Not to Exceed Amount" is not the County's financial obligation under this Contract, but the maximum amount that can be paid to Contractor during the term of this Contract.

1.21. "**Proposal**" means Contractor's response or bid to the County's Request for Proposal, Request for Qualifications, or Request for Quotes.

1.22. "**Purchase Order**" means the County's written request to Contractor for Deliverables pursuant to this Contract. The Purchase Order may include terms regarding delivery schedule, payment, and transportation.

1.23. "**Purchasing**" means the Purchasing Division of Oakland County.

§2. CONTRACT TERM AND RENEWAL

2.1. **Contract Term.** This Contract shall begin on the Effective Date and shall end on the Expiration Date.

2.2. **Contract Renewal.** Unless otherwise provided herein, the Parties are under no obligation to renew or extend this Contract after the Expiration Date. This Contract may only be extended by an Amendment. Notwithstanding any other provision, the County may renew/extend this Contract for an additional two (2) year period on the Expiration Date, if the renewal/extension is approved the Oakland County Board of Commissioners ("Renewal Term"). All terms and conditions of the Contract shall apply equally to the Renewal Term.

2.3. **Legal Effect.** This Contract shall be effective and binding when all of the following occur: (a) this Contract is signed by a Contractor Employee, legally authorized to bind Contractor; (b) this Contract is signed by an authorized County Agent; (c) all Contractor certificates of insurance, required by this Contract, are submitted and accepted by Purchasing; and (d) any other conditions precedent to this Contract have been met.

§3. CONTRACT ADMINISTRATION AND AMENDMENTS

3.1. **Contract and Purchase Order Issuance.** Purchasing shall issue this Contract and any Purchase Orders that may be required. Purchasing is the sole point of contact in the County regarding all procurement and contractual matters relating to this Contract and any Purchase Orders. Purchasing is the only County office/department authorized to make any Amendments to this Contract or Purchase Orders.

3.2. **Purchase Orders.** Purchase Orders issued under this Contract are governed by the terms and conditions of this Contract and are included and incorporated herein.

3.3. **Project Managers.** Each Party may designate an employee or agent to act as a Project Manager. If Project Managers are selected, they shall be listed, along with their duties, in

Exhibit IX. Unless otherwise stated in Exhibit IX, the County's Project Manager has no authority to amend this Contract.

3.4. **Contract Administrators.** The County shall designate an employee or agent to act as Contract Administrator(s). Contractor may designate its employee or agent to act as Contract Administrator(s). The Contract Administrators shall be listed on the first page of this Contract. The County's Contract Administrator(s) shall be responsible for monitoring and coordinating day-to-day activities under this Contract, reviewing Deliverables and invoices, and submitting requests for Amendments to Purchasing. The County's Contract Administrator(s) have no authority to amend this Contract.

3.5. **Contract Amendments.** All Amendments to this Contract must be in writing. This Contract shall not be amended by any packing slip, Purchase Order, invoice, click-through license agreement, or Contractor policies or agreements published on Contractor's website or otherwise. Amendments to this Contract shall be issued only by Purchasing. The Amendment shall be effective when signed by an authorized Contractor Employee and an authorized County Agent.

3.6. **Unauthorized Changes.** Contract changes shall not be effective until an Amendment containing the change is executed according to the procedures described in this Contract. If the Contractor is directed to perform work that Contractor believes is a change in the Contract/Deliverables, then Contractor must notify Purchasing that it believes the requested work is a change to the Contract before performing the requested work. If Contractor fails to notify Purchasing before beginning the requested work, then Contractor waives any claims for additional compensation for performing the requested work. If Contractor begins work that is outside the scope of this Contract or begins work before an Amendment is executed and then stops performing that work, Contractor must, at the request of the County, undo any out-of-scope work that the County believes would adversely affect the County.

3.7. **Precedence of Contract Documents.** In the event of a conflict, the terms and conditions contained in Sections 1 through 13 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments, click-through licenses, and similar documents shall not change the terms and conditions of this Contract.

§4. CONTRACT TERMINATION

4.1. **County Termination.** In addition to any other legal rights the County may have to terminate or cancel this Contract, the County may terminate the Contract as follows:

4.1.1. **Immediate Termination.** The County may terminate or cancel this Contract, in whole or in part, immediately, upon notice to Contractor, if any of the following occur: (a) Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a felony criminal offense or a criminal offense involving or related to Contractor's business; or (b) if any third-party funding for this Contract is reduced or terminated.

4.1.2. **Termination for Breach.** The County may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' written notice to the Contractor, if the Contractor breaches any material duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged breach shall be clearly stated in the written notice to the Contractor.

4.2. **Contractor Termination for Breach.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' written notice to the County, if the County breaches any material duty or obligation contained herein and within such notice period has failed or has not reasonably attempted to cure the breach. The effective date of termination or cancellation and the specific alleged breach shall be clearly stated in the written notice to the County.

4.3. **County's Obligations Upon Termination.** The County's sole obligation in the event of termination or cancellation of this Contract is for payment of the actual Deliverables provided to the County before the effective date of termination. Under no circumstances shall the County be liable for any future loss of income, profits, any consequential damages, any loss of business opportunities, revenues, or any other economic benefit Contractor may have realized but for the termination or cancellation of this Contract. The County shall not be obligated to pay Contractor any cancellation or termination fee if this Contract is cancelled or terminated as provided herein. If the County chooses to terminate the Contract in part, then the charges payable under this Contract must be equitably adjusted to reflect those Deliverables that are terminated.

4.4. **Contractor's Obligations Upon Termination.** If this Contract terminates for any reason, then Contractor must do the following: (a) at the County's sole request and discretion, cease providing all Deliverables as specified at the time stated in the notice of termination; (b) take any action necessary, or as the County may direct, to preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials and property provided to Contractor by the County; (d) unless otherwise directed by the County, transfer title in and deliver to the County all Deliverables in the possession of Contractor (which Deliverables are transferred to the County "As-Is", except to the extent the amounts paid by the County for these Deliverables include warranties or

warranty services and, in that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take any reasonable action to mitigate and limit any potential damages, including terminate or limit, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract.

4.5. **Assumption of Subcontracts.** If Contractor is in breach of this Contract and the County terminates this Contract, then the County may assume, at its option, any subcontracts and agreements for Deliverables provided under the Contract and may pursue completion of the Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables identified in and as set forth in Exhibit IX, any Purchase Orders, and/or any Amendments to this Contract.

5.2. **Software License(s).** If Contractor requires County to comply with a software license or any other third-party terms, the software license or other third-party terms must be attached to this Contract in Exhibit VI, and the Parties shall follow the terms and conditions therein. County is not obligated to follow or comply with any software license or other third-party terms that are not attached to or included in this Contract. Unless specifically agreed to by County in writing, if County Agents are required to accept click-through license terms or any other terms not included in this Contract to access or use any of the Deliverables in this Contract, the terms and conditions of those click-through licenses and other terms are without force and effect.

5.3. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibit IX. The amount and manner of payment of the financial obligation shall be set forth in Exhibit IX and may be in the Software License Exhibit VI, if applicable, or a Purchase Order.

5.4. **Payment Procedure.** Except as otherwise set forth in the Exhibits, Contractor shall submit an invoice to the County's Contract Administrator itemizing amounts due and owing under this Contract, as of the date of the invoice, within sixty (60) days of Contractor's performance of the Deliverables listed in the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) dates of Deliverables; (c) itemized list of Deliverables; (d) Contractor Tax ID Number (federal and State); (e) licenses; and (f) any other information reasonably requested by Purchasing. Unless otherwise set forth in the Exhibits, the County will pay undisputed invoices, which comply with this section (5.4), within sixty (60) days after receiving the invoice. Unless otherwise set forth in the Exhibits, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.

5.5. **Not to Exceed Amount.** The amount due and owing to Contractor, under this Contract, shall not exceed the "Not to Exceed Amount." If Contractor can reasonably foresee that the total financial obligation for the Contract will exceed the "Not to Exceed Amount," then Contractor shall provide Purchasing with notice of this fact as soon as possible, but no later than ten (10) days before this event.

5.6. **County Not Obligated for Penalties/Costs/Fines.** The County shall not be responsible or liable for any cost, fee, fine, penalty, or other assessment of any kind that is incurred or suffered by Contractor in connection with or resulting solely from Contractor's performance of this Contract under any circumstances. Except as otherwise provided by law, the County will be responsible for costs, fees, fines, penalties or other assessments caused solely or contributorily by its acts or omissions, up to the amount of its contribution.

5.7. **Set-Off of County Costs.** If the County incurs any costs (not specified in this Contract), loss, or damage that is caused by or results solely or up to the extent of the contribution from Contractor's negligent acts or omissions, then the County has the right to set-off those costs, loss, and/or damage from any amounts due and owing Contractor. This set-off includes, but is not limited to, withholding payment in an amount equal to the cost of any County-provided equipment, supplies, badges, or other property that are not returned by Contractor upon completion, termination, or cancellation of this Contract. County also reserves the right at any time to set-off any amounts it owes to Contractor under this Agreement against any amounts that Contractor owes to County.

5.8. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.

§6. CONTRACTOR'S WARRANTIES AND ASSURANCES

6.1. **Full Knowledge of Contract Expectations.** Contractor warrants that before submitting its Proposal and/or entering into this Contract, it had a full opportunity to review all County requirements and/or expectations for this Contract, except that Contractor has not conducted a site survey of the relevant deployment sites covered by this Contract. Contractor is responsible for being adequately and properly prepared to execute this Contract. Contractor has satisfied itself in all material respects that it will be able to perform the Contract as specified herein.

6.2. **Complete and Accurate Representations.** Contractor certifies that all statements, assurances, records, and materials submitted to the County in connection with seeking and obtaining this Contract have been truthful, complete, and accurate.

6.3. **Access to Contractor Policies.** If the Parties agree in this Contract to follow any Contractor policies, such as acceptable use or privacy policies, then Contractor shall retain each version of such policy with the effective dates and shall promptly provide such to the County, if requested.

6.4. **Grant Compliance.** If any part of this Contract is supported or paid for with any State, federal, or other third-party funds granted to the County, then Contractor shall comply with all applicable grant requirements. The County shall provide Contractor with a copy of the applicable grant agreements/contracts containing the applicable grant requirements.

6.5. **Contractor Incidental Expenses.** Except as otherwise expressly provided in this Contract, Contractor shall be solely responsible and liable for all costs and expenses associated or needed to perform this Contract, including, but not limited to, any professional dues, association fees, license fees, fines, taxes, and penalties.

6.6. **Equipment and Supplies.** Contractor is responsible for providing all equipment and supplies to perform this Contract, which are not expressly required to be provided by the County.

6.7. **Contractor Employees.**

6.7.1. **Number and Qualifications of Contractor Employees.** Contractor shall employ and assign qualified Contractor Employees as necessary and appropriate to perform this Contract. Contractor shall ensure all Contractor Employees have the knowledge, skill, and qualifications to perform this Contract and possess any necessary licenses, permits, certificates, and governmental authorizations as may be required by law.

6.7.2. **Control and Supervision of Contractor Employees.** Contractor shall solely control, direct, and supervise all Contractor Employees with respect to all Contractor obligations under this Contract. Contractor will be solely responsible for and fully liable for the conduct and supervision of any Contractor Employees.

6.7.3. **Removal or Reassignment of Personnel at the County's Request.** Contractor shall remove a Contractor Employee performing work under this Contract at the County's request provided that the County's request is based on legitimate, good-faith reasons. Replacement personnel for the removed person must be fully qualified for the position. If the removal of a Contractor Employee results in an unanticipated delay, which is attributable to the County, then this delay shall not be considered a breach of the Contract and the terms and conditions of this Contract effected by the removal will be adjusted accordingly.

6.7.4. **Contractor Employee Identification.** If requested by the County, Contractor Employees shall wear and display a County-provided identification badge at all times while working on County premises. In order to receive a County identification badge, a Contractor Employee shall sign the "Acknowledgement of Independent Contractor Status" form, Exhibit VIII to this Contract.

Contractor shall return all County-provided identification(s) upon completion of Contractor's obligations under this Contract.

6.7.5. **Background Checks.** At the County's request, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the background check is at the discretion of the County and the results will be used to determine Contractor Employee's eligibility to perform work under this Contract. Any request for background checks will be initiated by the County and will be reasonably related to the type of work requested. Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check.

6.7.6. **Contractor Employee Expenses.** All Contractor Employees shall be employed at the Contractor's sole expense (including employment-related taxes and insurance). Contractor warrants that all Contractor Employees shall fully comply with and adhere to the terms of this Contract. Contractor shall be solely liable for all applicable Contractor Employees' federal, state, or local payment withholdings or contributions and/or all Contractor Employee related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify, defend, and hold the County harmless for all Claims against the County by any Contractor Employee, arising out of any contract for hire or employer-employee relationship between Contractor and any Contractor Employee including, but not limited to, Worker's Compensation, disability pay, or other insurance of any kind.

6.7.7. **Contractor's Compliance with the Patient Protection and Affordable Care Act.** If Contractor is subject to the Patient Protection and Affordable Care Act ("ACA"), PL 111-148, 124 Stat 119, then Contractor shall ensure that all Contractor Employees, under assignment to the County, and their dependents, as defined by the ACA, are provided with or have access to insurance as required by the ACA. If Contractor is subject to the ACA, Contractor warrants it offers group health coverage to Contractor Employees and their dependents that is affordable, that provides minimum essential coverage and value, and that each offer of coverage meets the timing requirements of the ACA. Contractor warrants, whether or not it is subject to the ACA, that it will pay all applicable fees, taxes, or fines, as set forth in the employer mandates of the ACA under Tax Code §4980H and related regulations for any Contractor Employee, whether the fee, tax, or fine is assessed against the Contractor or the County.

6.8. **Acknowledgment of Independent Contractor Status.**

6.8.1. **Independent Contractor.** Nothing in this Contract is intended to establish an employer-employee relationship between the County and Contractor or any Contractor Employee. In no event, shall Contractor Employees be deemed employees, agents, volunteers, or

subcontractors of the County. Contractor shall ensure that Contractor Employees are apprised of their status and the limitations independent contractors have of this status.

6.8.2. **Contractor/Contractor Employee Representations.** Contractor and/or Contractor Employees shall not represent themselves as County employees. Contractor shall ensure that Contractor Employees do not represent themselves as County employees.

6.8.3. **County Benefits and Plans.** Contractor and Contractor Employees shall not be entitled to participate in any County employee benefit plans and programs, including but not limited to, retirement, deferred compensation, insurance (including without limitation, health, disability, dental, and life), and vacation pay. This limitation includes access to benefit plans and programs that are not described by a written plan. However, Contractor Employees who are retired County Employees may receive vested post-employment benefits such as retiree health care and pension benefits from Oakland County.

6.8.4. **County Reliance.** The County entered into this Contract in reliance of the representations made by Contractor regarding its understanding of the role of independent contractors, its stated relationship to Contractor Employees, and other representations Contractor has made regarding the management and performance oversight of Contractor Employees.

6.8.5. **Independent Employment Status.** If Contractor provides Contractor Employees for staffing and/or leasing services to County, those Contractor Employees shall sign Exhibit VIII, Acknowledgement of Independent Employment Status, prior to performing services for the County.

6.9. **Permits and Licenses.** Contractor shall be responsible for obtaining and maintaining, throughout the term of this Contract, all licenses, permits, certificates, governmental authorizations, and business/professional licenses necessary to perform this Contract. Upon request by the County, Contractor shall furnish copies of any permit, license, certificate, or governmental authorization necessary to perform this Contract.

6.10. **E-Verify.** In accordance with Miscellaneous Resolution No.09116 (BOC Minutes, July 30, 2009, pp 37-38), unless otherwise exempted, all service contractors who wish to contract with the County to provide services must first certify they have registered with, will participate in, and continue to utilize, once registered, the E-Verify Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor. Breach of this term or condition is considered a material breach of this Contract. Contractor's execution of this Contract constitutes a certification that they are authorized to certify on behalf of Contractor and do hereby certify on behalf of Contractor that the Contractor has registered with, has and will participate in, and does and will continue to utilize once registered and throughout the term of this Contract and any permissible extension hereof, the E-Verify

Program (or any successor program implemented by the federal government or its departments or agencies) to verify the work authorization status of all newly hired employees employed by the Contractor.

6.11. **Iran-Linked Business Certification.** Contractor certifies that it is not an Iran-Linked Business. Contractor further certifies that it was not an Iran-Linked Business at the time it submitted its Proposal for this Contract. Contractor must promptly notify the County, if Contractor becomes an Iran-Linked Business at any time during this Contract.

6.12. **Foreign Adversary Certification.** If Contractor supplies technology or equipment to County, Contractor certifies that the technology and/or equipment was not produced, assembled, or manufactured by a foreign adversary, as defined, and as prohibited by the federal government.

6.13. **Taxes.**

6.13.1. **Contractor Taxes.** Contractor shall collect and pay its local, state, and federal taxes, including but not limited to, all employment taxes, sales taxes, personal property taxes, and real property taxes. The County shall not be liable to or required to reimburse Contractor for any local, state, or federal tax of any kind.

6.13.2. **County Tax-Exempt.** The County is exempt from state and local sales tax, personal property tax, and real property tax. Prices under this Contract shall not include taxes, unless the County is not tax-exempt for a specific Deliverable. Exemption certificates for sales tax will be furnished upon request.

6.14. **Warranty for Services.** Contractor warrants that all Deliverables that are services shall be performed in compliance with all applicable laws, statutes, regulations, ordinances, requirements and specifications in the Exhibits, industry best practices and care, professional standards, and in a diligent, workmanlike, and expeditious manner.

6.15. **Warranty for Goods.** All Deliverables that are goods shall be subject to the following warranties:

6.15.1. **Warranty of Merchantability.** Goods provided by Contractor pursuant to this Contract shall: (a) be merchantable; (b) be of good quality; (c) be fit for their ordinary purpose; (d) be adequately contained and packaged; and (e) conform to the specifications and descriptions contained in this Contract or for software to conform to the software Documentation. Contractor acknowledges and agrees that time is of the essence for providing all Deliverables that are goods.

6.15.2. **Warranty of Fitness for a Particular Purpose.** Except for software or SasS Solutions, if Contractor knows or has reason to know that the goods will be used for a particular purpose and the County is relying on Contractor's skill or judgment to select or furnish the goods, then there is a warranty that the goods are fit for a particular purpose.

6.15.3. **Warranty of Title.** All goods provided to the County shall be provided: (a) with good title; (b) free from any security interest, lien, or encumbrance that the County did not have knowledge of when the Contract was executed; and (c) free of any rightful claim of infringement or similar claim by a third-party.

6.16. **ADA and Section 508 Compliance.** If Contractor is providing a Deliverable that requires County Agents or the public to use a software application or to access a website, Contractor warrants that end users can utilize the software or access the website in accordance with the accessibility requirements of the ADA and the Rehabilitation Act of 1973. Contractor's Deliverable will conform, where relevant, to level AA of the World Wide Web Consortium (W3C) Web Content Accessibility Guidelines (WCAG) 2.1. Any additional compliance requirements shall be specified in the Scope of Contractor's Deliverables Exhibit IX.

§7. LIABILITY

7.1. **CONTRACTOR INDEMNIFICATION.** CONTRACTOR SHALL INDEMNIFY, DEFEND, AND HOLD THE COUNTY HARMLESS FROM ALL CLAIMS INCURRED BY OR ASSERTED AGAINST THE COUNTY BY ANY PERSON OR ENTITY, WHICH ARE ALLEGED TO HAVE BEEN CAUSED DIRECTLY OR INDIRECTLY FROM THE NEGILENT ACTS OR OMISSIONS OF CONTRACTOR OR CONTRACTOR'S EMPLOYEES WHILE PERFORMING THEIR DUTIES UNDER THIS CONTRACT WHICH RESULT IN BODILY INJURY, DEATH, OR DAMAGE TO TANGIBLE PROPERTY. NOTWITHSTANDING THE ABOVE, CONTRACTOR, CONTRACTOR EMPLOYEES, THE COUNTY AND COUNTY AGENTS DO NOT WAIVE AND ARE ENTITLED TO THE IMMUNITY PROTECTIONS GRANTED UNDER THE NEXT GENERATION 9-1-1 ADVANCEMENT ACT OF 2012 AND MICHIGAN PUBLIC ACT 32 OF 1986, MCL § 484.1604. EXCEPT FOR INDEMNIFICATION PROVIDED FOR INFRINGEMENT CLAIMS, THE FOREGOING INDEMNIFICATION OBLIGATION IS INAPPLICABLE IF CONTRACTOR WOULD BE ENTITLED TO IMMUNITY IF THE CLAIM WERE BROUGHT AGAINST CONTRACTOR DIRECTLY, EXCEPT FOR COSTS INCURRED BY THE COUNTY IN DEFENSE OF A CLAIM. THIS SECTION SETS FORTH THE FULL EXTENT OF CONTRACTOR'S GENERAL INDEMNIFICATION OF COUNTY FROM LIABILITIES THAT ARE IN ANY WAY RELATED TO CONTRACTOR'S PERFORMANCE UNDER THIS CONTRACT.

7.2. **NO INDEMNIFICATION FROM THE COUNTY.** CONTRACTOR SHALL HAVE NO RIGHTS OR CLAIMS AGAINST THE COUNTY FOR INDEMNIFICATION, CONTRIBUTION, SUBROGATION, OR ANY OTHER SIMILAR RIGHT TO BE REIMBURSED BY THE COUNTY.

7.3. **LIMITATION OF LIABILITY.**

7.3.1. NEITHER PARTY SHALL BE LIABLE FOR ANY CONSEQUENTIAL, INCIDENTAL, INDIRECT, RELIANCE, REMOTE, SPECULATIVE, PUNITIVE, EXEMPLARY, LIQUIDATED, TREBLE, OR SPECIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFIT, OPPORTUNITY, USE, REVENUE, DATA, OR

GOODWILL, WHETHER BASED IN WHOLE OR IN PART IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, REGARDLESS OF WHETHER SUCH DAMAGES WERE FORESEEABLE OR CONTEMPLATED AND EVEN IF THAT PARTY WAS ADVISED OR AWARE OF THE POSSIBILITY OF SUCH DAMAGES.

7.3.2. EXCEPT FOR THE INDEMNIFICATION OBLIGATIONS CONTAINED IN SECTION 7.1, NEITHER PARTY SHALL BE LIABLE IN CONTRACT, TORT, EQUITY, STRICT LIABILITY, UNDER STATUTE, OR ANY OTHER THEORY OF LIABILITY, FOR TOTAL AGGREGATE DAMAGES IN EXCESS OF COUNTY'S PAYMENT OBLIGATIONS TO CONTRACTOR FOR THE DELIVERABLES PROVIDED UNDER THIS CONTRACT.

§8. INSURANCE AND BOND REQUIREMENTS

8.1. **Contractor Provided Insurance.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the requirements listed in Exhibit I.

8.2. **Contractor Provided Bonds.** Pursuant to Public Act 213 of 1963, if the Contract Not to Exceed Amount exceeds fifty thousand dollars ($50,000.00) and the Contract is for the construction, alteration, or repair of any public building or public work or improvement of the County, then the Contractor shall furnish, at its sole cost, a performance bond and a payment bond to the County, which shall become binding upon execution of the Contract. Each bond shall be in an amount fixed by the County, as set forth in Exhibit IX, but in no event shall each bond be less than 25% of the Contract Not to Exceed Amount.

§9. INTELLECTUAL PROPERTY

9.1. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor to access certain Software licensed to the County. Contractor shall not transfer, remove, use, copy, or otherwise provide or make available such Software or documentation to any other person or entity, for any purpose, without the prior written consent of the County and/or the licensor. Furthermore, neither Contractor nor Contractor Employee shall produce a source listing, decompile, disassemble, or otherwise reverse engineer any Software. Neither Contractor nor Contractor Employee shall use any Software contrary to the provisions of any applicable Software license agreement or state or federal law.

9.2. **Contractor License to Use County Servicemarks.** If this Contract involves the use of County servicemarks, then Contractor is granted a license to use the servicemarks subject to the terms listed in Exhibit VII. Contractor shall only use the servicemarks as directed by the County in Exhibit VII. If Exhibit VII is not selected and attached to this Contract, Contractor shall not and has no right to use County servicemarks.

9.3. **Assignment of Rights.** In consideration for the performance of this Contract and the fees paid to Contractor, Contractor agrees to the following: (a) Contractor shall have no copyright, patent, trademark, trade secret, or ownership rights in County Intellectual Property; (b) any and all programs, inventions, and other work or authorship developed by Contractor specifically as part of the Deliverables to the County are works made for hire, created for, and owned exclusively by the County, if marked as County Intellectual Property; (c) exclusive of Contractor's Intellectual Property, Contractor assigns to the County all rights and interest in County Intellectual Property, which Contractor has made or conceived or may make and conceive, either solely or jointly with others, either on or off County premises while performing this Contract or with the use of the time, material, or facilities of the County; and (d) Contractor and its applicable Contractor Employees shall sign any documents necessary for the County to register patents, copyrights, or trademarks with federal or state agencies related to County Intellectual Property. Contractor shall ensure Contractor Employees assign their rights and interests in County Intellectual Property to the County.

9.4. **Infringement Remedies.** If, in either Party's opinion, any of the services or Deliverables supplied by Contractor are likely to become the subject of a copyright, patent, trademark, trade secret, or other intellectual property infringement claim, Contractor shall at its own expense: (a) procure for County the right to continue using the services or Deliverables, or if this option is not reasonably available to Contractor; (b) replace or modify the same so that it becomes non-infringing; or (c) accept its return by County with appropriate credits or refund to County of unused pre-paid fees.

§10. CONFIDENTIAL INFORMATION

10.1. **Contractor Use of Confidential Information.** Contractor and Contractor Employees shall use appropriate safeguards to protect the confidentiality and integrity of Confidential Information. Contractor shall not reproduce, provide, disclose, or give access to Confidential Information to any Contractor Employee or third party not having a legitimate need to know. Contractor and Contractor Employees shall only use the Confidential Information for performance of this Contract. Notwithstanding the foregoing, Contractor may disclose the Confidential Information, if required by law, statute, or other legal process; provided that Contractor: (a) gives the County prompt written notice of the impending disclosure; (b) provides reasonable assistance to the County in opposing or limiting the disclosure; and (c) makes only such disclosure as is compelled or required. This Contract imposes no obligation upon Contractor with respect to any Confidential Information which Contractor can establish by legally sufficient evidence: (a) was in possession of or was known by Contractor, prior to its receipt from the County, without any obligation to maintain its confidentiality; or (b) is obtained by

Contractor from a third-party having the right to disclose it, without an obligation to keep such information confidential.

10.2. **County Confidentiality Obligations.** County has no obligation to Contractor to keep confidential any information or records that are required to be disclosed by County under the Michigan Freedom of Information Act, 1976 PA 442, as amended (the "FOIA") nor shall County be obligated to inform or provide notice to Contractor regarding the disclosure of information or records that are required to be disclosed under the FOIA. Furthermore, County may disclose Confidential Information to third parties if required by law, statute, subpoena, court order, or other legal process.

§11. COUNTY DATA. If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this section apply:

11.1. **Use of County Data.** Contractor and Contractor Employees shall have a limited license to County Data, including a license to collect, process, store, generate, and display County Data but only to the extent necessary to provide services under this Contract. Contractor and Contractor Employees may not use, sell, rent, share, transfer, distribute, or otherwise disclose or make available County Data to any third-party, for Contractor's own purposes, or for the benefit of anyone other than the County, without the County's prior written consent, unless otherwise provided for within an Exhibit to this Contract.

11.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall notify the County's Chief Information Officer as soon as practicable but no later than forty-eight (48) hours of "Discovery" of suspected unauthorized access, acquisition, disclosure, or theft of County Data (a "Security Breach"). "Discovery" means the first day on which the Security Breach is known to Contractor. Upon Discovery of a Security Breach, Contractor shall do the following: (a) take reasonable measures to promptly cure the deficiencies relating to the Security Breach in order to secure County Data; (b) cooperate with the County in investigating the occurrence, including making available all relevant records, logs, files, and data reporting materials required upon request by the County; and (c) comply with all applicable federal or state laws and regulations pertaining to unauthorized disclosures or as otherwise directed by the County. If Contractor uses or possesses County Data described in Exhibit II (HIPAA), Exhibit III (PII), or Exhibit IV (CJIS), Contractor shall follow the procedures in the applicable Exhibits governing the unauthorized access/disclosure or theft of County Data.

11.3. **Storage of County Data.** Contractor shall only possess, access, store, host, and/or process County Data at and from data centers located within the United States of America (the "U.S."). Contractor shall not permit Contractor Employees to possess, access, store, host, and/or process County Data on portable devices, including, but not limited to, personal computers,

tablets, laptops, and phones, except for portable devices that encrypt County Data at rest, have up-to-date firewall and antivirus protection, require multi-factor authentication to access, and are used and kept within the U.S. Contractor may permit its Contractor Employees to access County Data remotely within the U.S. but only as required to provide the Deliverables.

11.4. **Requirements for PCI Data.** If Contractor possesses, accesses, stores, hosts, processes, or transmits County Data that is considered Payment Card Industry (PCI) Data by the PCI Security Standards Council, Contractor shall comply with PCI Data Security Standard (DSS) and shall provide the County with a copy of its PCI DSS Attestation of Compliance and its Certificate of Compliance with PCI Data Security Standard on or before the Effective Date. Contractor warrants that it will keep its Certification of Compliance with PCI Data Security Standard current and will provide evidence that the Certification of Compliance is current to County upon request.

11.5. **Response to Legal Request for County Data.** If the County receives a Court Order, a Freedom of Information Act (FOIA) request, or other legal request to provide County Data held by Contractor, then Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

11.6. **Obligations upon Expiration, Termination or Cancellation of Contract.** At the County's sole discretion, upon expiration, termination, or cancellation of this Contract, Contractor shall return County Data in a mutually agreeable format in a prompt and orderly manner or provide for the secure disposal of County Data as directed by County.

§12. **INFORMATION TECHNOLOGY STANDARDS.** If Contractor provides a technology application or requires the use of the Internet to access a Deliverable, the following sections apply:

12.1. **County Standards**. If Contractor or Contractor Employees will be given access to the County Network, Contractor and Contractor Employees shall comply with the County Electronic Communications and Use of Technology Policy.

12.2. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access to the County Network, County Data, and Contractor's network/system(s) used to access County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to protect its own data of a similar kind. The County shall have the right to audit Contractor's network and system security.

12.3. **Security Reporting.** Contractor shall provide County with its SOC2 Type 2 report, which must be assessed by an independent auditor, or provide County with a completed County security questionnaire if Contractor does not have a SOC2 Type 2 report. Contractor shall provide

County with Contractor's SOC2 Type 2 report or the completed County security questionnaire, on or prior to the Effective Date of this Contract, and within five (5) Business Days of a written request by County during the duration of this Contract. County will not make more than one request per year for the Contractor's SOC2 Type 2 report or for the Contractor to provide County with a completed County security questionnaire, unless County has reasonable cause to do so. If Contractor has a SOC2 Type 2 report, Contractor shall keep its SOC2 Type 2 report up to date for the duration of this Contract.

§13. GENERAL TERMS AND CONDITIONS

13.1. **Access to County Property or Facilities.** As set forth in this Contract, Contractor has access to and the right to use County property and facilities necessary to perform this Contract. Unless otherwise provided in this Contract or Contractor receives prior written permission from the County's Director responsible for the department requiring access outside of Business Days, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.

13.2. **Signs on County Property or Facilities.** Contractor shall not place any signs or advertisements on County property or facilities without the prior written permission of the County's Director of Facilities Management, successor, or designee.

13.3. **Use of County Property or Facilities.** While performing this Contract, Contractor shall keep County property or facilities, and anything stored thereon in a clean, safe, sanitary, responsible, and healthful condition and shall keep the property and facilities in a manner that will not prevent or interfere with the County's performance of its functions.

13.4. **Removal of Contractor's Personal Property.** At the expiration or termination of this Contract, Contractor shall leave County property or facilities in the same condition that Contractor found them and clean of all rubbish. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. If Contractor does not remove its personal property within the thirty (30) Day period, then the County may, at County's sole discretion, dispose of the personal property and bill Contractor for any costs associated with the removal and disposal or keep, have all rights to, and be the owner of the personal property.

13.5. **Damage to County Property or Facilities.** Contractor shall be responsible for any damage to any County property or a facility that is caused by Contractor's negligent acts or omissions. If damage occurs, the County shall make the necessary repairs and/or replacements or cause a third-party to make the necessary repairs or replacements, provided, however, that Contractor shall reimburse the County for all reasonable costs associated with repairing and/or replacing the damaged property or facilities. Without limiting any of County's other setoff rights in this

Contract, County has the right to set-off those costs and/or damages from any amounts due and owing Contractor.

13.6. **Damage to Contractor's Property.** Contractor shall be solely liable and responsible for any loss or damage to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.

13.7. **County's Right to Suspend Contract Performance.** Upon written notice, the County may require Contractor to suspend performance of this Contract if Contractor has failed to comply with any federal, state, or local laws or any requirements contained in this Contract. The right to suspend performance of this Contract is in addition to the County's right to terminate and/or cancel this Contract. The County shall incur no penalty, expense, or liability to Contractor if the County suspends performance of this Contract under this Section.

13.8. **Discrimination.** Contractor, and its subcontractors under this Contract, shall not discriminate against an employee or an applicant for employment in hiring, any terms and conditions of employment or matters related to employment regardless of race, color, religion, sex, sexual orientation, gender identity or expression, national origin, age, genetic information, height, weight, disability, veteran status, familial status, marital status or any other reason, that is unrelated to the person's ability to perform the duties of a particular job or position, in accordance with applicable federal and state laws.

13.9. **Conflict of Interest.** Pursuant to Public Act 317 and 318 of 1968, as amended (MCL 15.301, *et seq*. and MCL 15.321, *et seq*.), no contracts shall be entered into between the County and any County Agent. To avoid any real or perceived conflict of interest, Contractor shall disclose to the County the identity of all Contractor Employees and all Family Members of Contractor Employees who: a) are employed by the County on the date the Contract is executed; and b) become employed by the County during the term of the Contract. Contractor shall also disclose to the County the identity of all County Agents and all Family Members of County Agents who: a) are employed by Contractor on the date the Contract is executed; and b) become employed by Contractor during the term of the Contract. For the purposes of this section, "Family Member" means a person's spouse or spouse's sibling or child; a person's sibling or sibling's spouse or child; a person's child or child's spouse; or a person's parent or parent's spouse, and includes these relationships as created by adoption, marriage, or law.

13.10. **Access and Records.** Contractor will maintain accurate books and records in connection with performance of this Contract for thirty-six (36) months after the end of this Contract and Contractor shall provide the County with reasonable access to such books and records, upon request.

13.11. **Audit.** The County or an independent auditor hired by the County may perform contract audits (in its sole discretion) and shall have the authority to access all pertinent records and data and

to interview any Contractor Employee during the term of this Contract and for a period of three years after final payment. Contractor shall explain any audit findings, questioned costs, or other Contract compliance deficiencies to the County within thirty (30) Business Days of receiving the draft audit report. Contractor's written response shall include all necessary documents and information that refute the draft audit report and an action plan to resolve the audit findings. A copy of Contractor's response will be included in the final report. Failure by Contractor to respond in writing within thirty (30) Business Days shall be deemed acceptance of the draft audit report and will be noted in the final report.

13.12. **Assignments/Delegations/Subcontracts.**

13.12.1. **Prior Written Consent Required.** Except by operation of law and except for a merger or acquisition of Contractor by a company that will assume all obligations under this Contract, neither Party may assign, delegate, or subcontract any of its duties, obligations, or rights under this Contract without the prior written consent of the other Party; provided, however, Contractor may assign, delegate, or subcontract this Contract to an affiliate or subsidiary as long as the affiliate or subsidiary is adequately capitalized and can provide adequate written assurances to the County that the affiliate or subsidiary can perform this Contract. If applicable, the County may withhold consent, if the County determines that the assignment, delegation, or subcontract would impair performance of this Contract or the County's ability to recover damages under this Contract. Contractor shall also provide the County with adequate information to allow the County to make a determination regarding the assignment, delegation, or subcontract.

13.12.2. **Flow Down Clause Required.** Any assignment, delegation, or subcontract by Contractor must include a requirement that the assignee, delegee, or subcontractor will comply with the relevant terms and conditions of this Contract. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.

13.12.3. **Contractor Responsibility for Assigns/Delegates/Subcontractors.** If Contractor assigns, delegates, or subcontracts this Contract, in whole or in part, Contractor shall remain the sole point of contact regarding all matters under this Contract and shall remain liable for performance of this Contract. Contractor is solely responsible for the management of assignees, delegees, and subcontractors.

13.12.4. **Performance Required.** If an assignee, delegee, or subcontractor fails to perform as required under this Contract, Contractor shall contract with another entity for such performance. Any additional costs associated with securing another assignee, delegee, or subcontractor shall be the sole responsibility of Contractor.

13.12.5. **Reseller Responsibility.** If Contractor is reselling Deliverables to the County for another entity (the other entity is referred to as the "Supplier"), then in addition to and without limiting any of Contractor's other obligations or responsibilities under this Contract, Contractor shall be: (i) responsible for and ensure that the Supplier complies with all terms and conditions in this Contract; (ii) responsible and liable for the performance of this Contract, including the Deliverables, regardless if all or part of the Deliverables are performed by the Supplier; and (iii) liable and responsible for all Claims (as defined in the Contract) brought against the County, which are alleged to have been caused by the acts or omissions of Supplier that concern or relate to this Contract, including the Deliverables.

13.13. **Non-Exclusive Contract.** This Contract is a non-exclusive agreement. No provision in this Contract limits or is intended to limit, in any way, Contractor's right to offer and provide its services to the general public, other business entities, municipalities, or governmental agencies during or after the term of this Contract. Similarly, the County may freely engage other persons to perform the same work that Contractor performs. Except as expressly stated in this Contract, the County does not promise or guarantee Contractor or any Contractor Employee any fixed or certain number of orders, purchases, sales, work, or Deliverables.

13.14. **No Third-Party Beneficiaries.** Except as expressly provided for the benefit of the Parties, this Contract does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to be indemnified, right to be subrogated to the Parties' right in this Contract, or any other right in favor of any other person or entity.

13.14.1. **Survival of Terms and Conditions.** The following terms and conditions shall survive and continue in full force beyond the termination or cancellation of this Contract (or any part thereof) until the terms and conditions are fully satisfied or expire by their nature: **Section 1**. Contract Definitions, **Section 5.** Scope of Deliverables and Financial/Payment Obligations, **Section 6.** Contractor's Warranties and Assurances, **Section 7.** Liability, **Section 8.** Insurance and Bond Requirements, **Section 9.** Intellectual Property, **Section 10.** Confidential Information, **Section 11.** County Data, **Section 13.** General Terms and Conditions; and if incorporated into this Contract, Exhibit II: Business Associate Agreement (Health Insurance Portability and Accountability Act Requirements), Exhibit III: Requirements for Contractors with Access to County PII (Personally Identifiable Information) and Exhibit IV: Requirements for Contractors with Access to CJIS Data (Criminal Justice Information Security.

13.15. **Reservation of Rights.** This Contract does not, and is not intended to impair, divest, delegate, or contravene any constitutional, statutory, or other legal right, privilege, power, obligation, duty, or immunity of the County.

13.16. **Compliance with Laws.** Contractor shall comply with all federal, state, and local laws, statutes, ordinances, regulations, executive orders, insurance policy requirements, and requirements applicable to its activities under this Contract. Contractor shall comply with all applicable laws and regulations related to the import, export, re-export, transfer, shipping, sale, re-sale, and/or use of goods, services, information, data, and equipment involving or related to this Contract.

13.17. **Force Majeure.** Notwithstanding any other term or condition of this Contract, neither Party shall be liable for failure to perform contractual duties or obligations caused by events beyond their reasonable control, including but not limited to: (a) acts of public enemies; (b) natural disasters; (c) terrorism; (d) war; (e) insurrection or riot; (f) strikes, lockouts, work stoppages, or other labor difficulties; or (g) compliance with law. Reasonable notice shall be given to the affected Party of such event. Contractor is expected, through insurance or alternative temporary or emergency service arrangements, to continue its contractual duties or obligations if a reasonably anticipated, insurable business risk, such as business interruption or any insurable casualty or loss occurs.

13.18. **Notices.**

13.18.1. **Written Notice.** All notices required under this Contract shall be in writing. Notices shall be effective: (a) the next Business Day, if personally delivered; (b) the third Business Day, if sent by U.S. mail, postage prepaid, return receipt requested; (c) the next Business Day, if sent by a nationally recognized overnight express courier with a reliable tracking system; or (d) the next Business Day with a written response or receipt of confirmation, if sent by e-mail or fax.

13.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

13.18.3. **Notice to County.** Unless otherwise specified herein, Notice to the County shall be addressed to Purchasing, the County Project Manager (if applicable), and the County Contract Administrator(s) listed on the first page of this Contract.

13.19. **Captions.** Section and subsection numbers, captions, and any index to sections or subsections contained in this Contract are intended for the convenience of the reader and are not intended to have any substantive meaning and shall not be interpreted to limit or modify any substantive provisions of this Contract. In this Contract, for any noun or pronoun, use of the singular or plural form, use of the nominative, possessive, or objective case, and any reference to gender (masculine, feminine, and neuter) shall mean the appropriate form, case, or gender as the context requires.

13.20. **Waiver.** Waiver of any term or condition under this Contract must be in writing and notice given pursuant to this Contract. No written waiver, in one or more instances, shall be deemed

or construed as a continuing waiver of any term or condition of this Contract. No waiver by either Party shall subsequently affect its right to require strict performance of this Contract.

13.21. **Cumulative Remedies.** A Party's exercise of any remedy shall not preclude the exercise of any other remedies, all of which shall be cumulative. A Party shall have the right, in its sole discretion, to determine which remedies are to be exercised and in which order.

13.22. **Severability.** If a court of competent jurisdiction finds a term or condition of this Contract to be illegal or invalid, then the term or condition shall be deemed severed from this Contract. All other terms or conditions shall remain in full force and effect. Notwithstanding the above, if Contractor's promise to indemnify or hold the County harmless is found illegal or invalid, Contractor shall contribute the maximum it is permitted to pay by law toward the payment and satisfaction of any Claims against the County.

13.23. **Dispute Resolution.** All disputes arising under or relating to the execution, interpretation, performance, or nonperformance of this Contract involving or affecting the Parties may first be submitted to the respective Project Manager (if applicable) and Contract Administrators for possible resolution.

13.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan, excluding Michigan's conflict of law principles. Except as otherwise required by law or court rule, any action, complaint, lawsuit, or other legal or equitable proceeding brought to enforce, interpret, or decide any Claim, matter, provision, dispute, or issue arising under or related to this Contract shall be brought in the Sixth Judicial Circuit Court of the State of Michigan, the 50th District of the State of Michigan, or the United States District Court for the Eastern District of Michigan, Southern Division, as dictated by the applicable jurisdiction of the court. Except as otherwise required by law or court rule, venue is proper and shall be in the applicable court set forth above. The choice of forum set forth above shall not be deemed to preclude the enforcement of any judgment obtained in such forum or taking action under this Contract to enforce such judgment in any appropriate jurisdiction.

13.25. **Entire Contract.** This Contract represents the entire agreement and understanding between the Parties. This Contract supersedes all other prior oral or written understandings, communications, agreements, or contracts between the Parties regarding the subject matter of this Contract. The language of this Contract shall be construed as a whole according to its fair meaning and not construed strictly for or against any Party.

EXHIBIT I

CONTRACTOR INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at Contractor's expense, all insurance as set forth and marked below, protecting the County against any Claims, as defined in this Contract. The insurance shall be written for not less than any minimum coverage herein specified. Limits of insurance required in no way limit the liability of the Contractor.

Primary Coverages

Commercial General Liability Occurrence Form including: (a) Premises and Operations; (b) Products and Completed Operations (including On and Off Premises Coverage); (c) Personal and Advertising Injury; (d) Broad Form Property Damage; (e) Broad Form Contractual including coverage for obligations assumed in this Contract;

$1,000,000 – Each Occurrence Limit

$1,000,000 – Personal & Advertising Injury

$2,000,000 – Products & Completed Operations Aggregate Limit

$2,000,000 – General Aggregate Limit

$ 100,000 – Damage to Premises Rented to You (formally known as Fire Legal Liability)

Workers' Compensation Insurance with limits statutorily required by any applicable Federal or State Law and Employers Liability insurance with limits of no less than $500,000 for each accident, $500,000 for a disease for each employee, and $500,000 for a disease policy limit. Contractor must comply with the following:

1. ☒ Be a Fully Insured or State approved self-insurer;
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form; or
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

Evidence of workers' compensation insurance is not necessary if neither Contractor nor any Contractor Employees come onsite to any County real property, land, premises, buildings, or other facilities in the performance of this Contract.

Commercial Automobile Liability Insurance covering bodily injury or property damage arising out of the use of any owned, hired, or non-owned automobile with a combined single limit of $1,000,000 each accident. This requirement is waived if there are no company owned, hired or non-owned automobiles utilized in the performance of this Contract.

Commercial Umbrella/Excess Liability Insurance with minimum limits of $2,000,000 each occurrence. This coverage shall be in excess of the scheduled underlying General Liability, Automobile Liability, and Employer's Liability Insurance policies with exclusions that are not broader than those contained in the underlying policies. This Umbrella/Excess requirement may be met by increasing the primary Commercial General Liability limits to meet the combined limit requirement.

Supplemental Coverages. The following supplemental coverages are required if selected (checked):

1. ☒ **Professional Liability/Errors & Omissions Insurance** (i.e., Consultants, Technology Vendors, Architects, Engineers, Real Estate Agents, Insurance Agents, Attorneys, etc.) with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

2. ☒ **Cyber Liability Insurance** with minimum limits of $1,000,000 per claim and $1,000,000 aggregate.

3. ☒ **Commercial Property Insurance**. The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

General Insurance Conditions

The aforementioned insurance shall be endorsed, as applicable, and shall contain the conditions, and/or endorsements below. All certificates of insurance shall provide evidence of compliance with all required terms, conditions and/or endorsements.

1. All policies of insurance shall be on a primary, non-contributory basis with any other insurance or self-insurance carried by the County.
2. The insurance company(s) issuing the policy(s) shall have no recourse against the County for subrogation (policy endorsed written waiver), premiums, deductibles, or assessments under any form. All policies shall be endorsed to provide a written waiver of subrogation in favor of the County.
3. Any and all deductibles or self-insured retentions shall be assumed by and be at the sole risk of the Contractor.
4. Contractor shall be responsible for their own property insurance for all equipment and personal property used and/or stored on County property.
5. The Commercial General Liability and Commercial Automobile Liability policies along with any required supplemental coverages shall be endorsed to name the County of Oakland and its officers, directors, employees, appointees, and commissioners as additional insured where permitted by law and policy form.
6. If the Contractor's insurance policy has higher limits than the minimum coverage requirements stated in this document the higher limits shall apply and in no way shall limit the overall liability assumed by the Contractor under contract.
7. The Contractor shall require its contractors or sub-contractors, not protected under the Contractor's insurance policies, to procure and maintain insurance with coverages, limits, provisions, and/or clauses equal to those required in this Contract.
8. Certificates of insurance must be provided prior to the County's execution of the Contract and must bear evidence of all required terms, conditions and endorsements. Contractor shall provide written notice to the County within thirty (30) days if the Contractor's insurance coverage fails to meet or falls below the requirements set forth in this Exhibit.
9. All insurance carriers must be licensed and approved to do business in the State of Michigan along with the Contractor's state of domicile and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

EXHIBIT II

REQUIREMENTS FOR CONTRACTORS WITH ACCESS TO COUNTY PII

(Personally Identifiable Information)

Exhibit III governs the requirements for Contractors with Access to Personally Identifiable Information (PII).

1. DEFINITIONS

1.1 **Security Breach** means the unauthorized access, acquisition, theft, or disclosure of PII in Contractor's custody which is caused solely or contributorily (to the extent of its contribution) by Contractor's negligence or willful misconduct.

1.2 **PII** (Personally Identifiable Information) means information that can be used to identify an individual, either alone or when combined with other personal or identifying information. PII includes, but is not limited to, a name, number, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts, including, but not limited to, a person's name, address, telephone number, driver's license or state personal identification card number, social security number, place of employment, employee identification number, employer or taxpayer identification number, government passport number, health insurance identification number, mother's maiden name, demand deposit account number, savings account number, financial transaction device account number or the person's account password, any other account password in combination with sufficient information to identify and access the account, automated or electronic signature, biometrics, stock or other security certificate or account number, credit card number, vital record, or medical records or information as well as the first name or first initial and last name linked to a social security number, driver's license or state personal identification card or financial account number in combination with a code or password that would permit access to a person's financial account(s) and as otherwise may be defined by state or federal laws governing the unauthorized access to personal information, or other information that is used for the purpose of identifying a specific person or providing access to a person's financial accounts.

2. OBLIGATIONS

2.1 Contractor shall not use or disclose PII other than as permitted or required by this Contract or as required by law.

2.2 Contractor shall implement administrative, physical, and technical safeguards (including written policies and procedures) that reasonably and appropriately protect the confidentiality, integrity, and availability of PII that it creates, receives, maintains, or transmits on behalf of the County.

2.3 Contractor shall mitigate, to the extent practicable, any harmful effect known to Contractor of the use or disclosure of PII in violation of law or this Contract.

2.4 If Contractor discovers a Security Breach, Contractor shall notify the County without unreasonable delay, but no later than within forty-eight (48) hours of discovery. For this purpose, "discovery" means the first day on which the Security Breach is known to Contractor. The notification to the County shall include the following: (a) describe the Security Breach in general terms; (b) describe the type of personal information that is the subject of the Security Breach; (c) identify each individual whose PII has been breached or has reasonably believed to have been breached; (d) describe in general terms, what Contractor has done to prevent additional Security Breaches; and (e) provide any other available information in Contractor or subcontractor's possession that may be necessary to comply with Security Breach notification laws.

2.5 If the County determines it will provide the notice of the Security Breach to the affected individuals and/or to governmental authorities, and the Security Breach was caused solely by Contractor's negligence, Contractor shall reimburse the County up to a maximum amount of $1,000,000 in the aggregate for any and all costs associated with such breach , including for: (a) its costs in notifying the affected individuals; (b) the cost of third-party credit and identify monitoring services to each of the affected individuals with compromised PII for no less than twenty-four (24) months following the date of notification to each individual; and (c) costs associated with the Security Breach, including but not limited to any costs incurred by the County in investigating and resolving the Security Breach, including reasonable fees associated with such investigation and resolution. Without limiting Contractor's obligations of indemnification as described in the Contract, up to a maximum liability of $1,000,000 in the aggregate, Contractor shall indemnify, defend, and hold harmless the County for any and all Claims, including reasonable attorneys' fees, costs, and incidental expenses, which may be suffered by, accrued against, charged to, or recoverable from the County in connection with the Security Breach. Contractor shall reimburse County for the undisputed applicable costs described above within thirty (30) days of receipt of an itemization of costs incurred by the County because of the Security Breach.

2.6 Within ten (10) calendar days of its discovery of the Security Breach, Contractor shall provide the County with a detailed plan describing the measures Contractor will undertake to prevent a future Security Breach. The County shall have the right to audit Contractor's new safeguards put in place because of the Security Breach. Contractor shall use its best efforts to recreate lost County Data which was in Contractor's custody in the manner and on the schedule set by the County without charge to the County.

EXHIBIT III

LICENSE FOR USE OF COUNTY SERVICEMARK

County grants to Contractor the non-exclusive right to use its Servicemark (hereinafter "Mark"), described and listed in the Servicemark Guidelines (below), for programs and activities that are directly related to the Deliverables and governmental services provided by Oakland County.

The Mark may be used on: (Applicable if Checked):

☐ Printed materials

☐ Electronic materials

☐ Contractor's website: [insert website address]

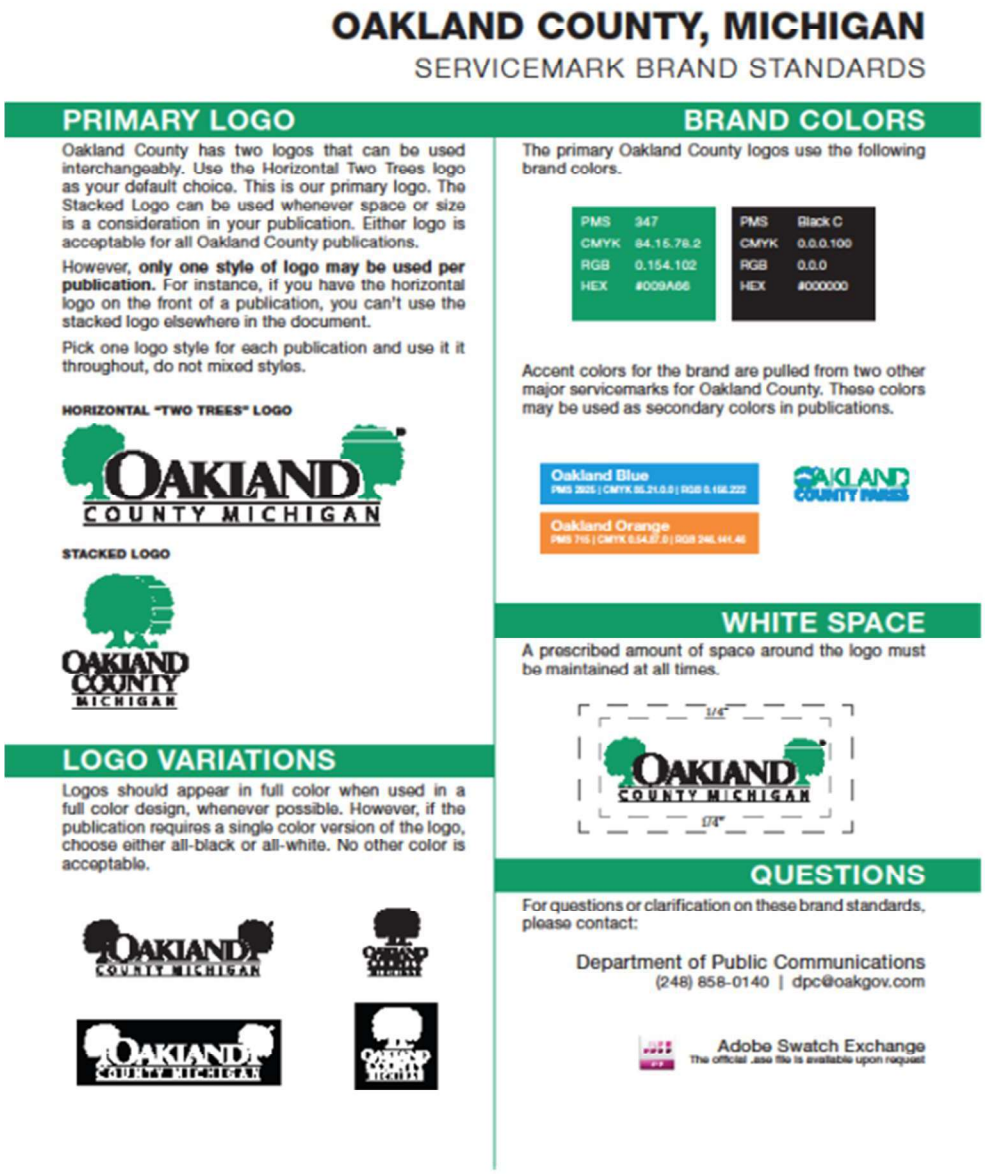
Contractor shall not use the Mark for any other purpose.

The Mark must be used by Contractor as shown in the Servicemark Guidelines, with no variations of color, font or proportion. Contractor acknowledges that the County has intellectual property rights in the Mark. Nothing in this Contract gives Contractor any right, title, or interest in the Mark. Contractor may not take any action that will interfere with County's rights in the Mark.

The County may terminate Contractor's rights under this Exhibit, if County notifies Contractor it has breached the terms of this Exhibit and Contractor fails to cure the breach within ten (10) business days of notice of breach. Following termination of this Exhibit, Contractor shall have ten (10) business days to remove the Mark from the materials and/or website authorized for use above. Contractor shall provide County with written confirmation that such actions have been taken. Upon termination of the Contract, Contractor shall cease all use of the Mark.

Servicemark Guidelines

The Guidelines for proper use of the Mark provided to the Contractor are as follows:



OAKLAND COUNTY, MICHIGAN

SERVICEMARK BRAND STANDARDS

PRIMARY LOGO

Oakland County has two logos that can be used interchangeably. Use the Horizontal Two Trees logo as your default choice. This is our primary logo. The Stacked Logo can be used whenever space or size is a consideration in your publication. Either logo is acceptable for all Oakland County publications.

However, **only one style of logo may be used per publication.** For instance, if you have the horizontal logo on the front of a publication, you can't use the stacked logo elsewhere in the document.

Pick one logo style for each publication and use it it throughout, do not mixed styles.

HORIZONTAL "TWO TREES" LOGO

STACKED LOGO

LOGO VARIATIONS

Logos should appear in full color when used in a full color design, whenever possible. However, if the publication requires a single color version of the logo, choose either all-black or all-white. No other color is acceptable.

BRAND COLORS

The primary Oakland County logos use the following brand colors.

PMS	347
CMYK	84.15.78.2
RGB	0.154.102
HEX	#009A66

PMS	Black C
CMYK	0.0.0.100
RGB	0.0.0
HEX	#000000

Accent colors for the brand are pulled from two other major servicemarks for Oakland County. These colors may be used as secondary colors in publications.

Oakland Blue

Oakland Orange

WHITE SPACE

A prescribed amount of space around the logo must be maintained at all times.

QUESTIONS

For questions or clarification on these brand standards, please contact:

Department of Public Communications
(248) 858-0140 | dpc@oakgov.com

Adobe Swatch Exchange
The official .ase file is available upon request

Do not provide copies to a third-party of any artwork provided to you by County and referenced in this Exhibit without the express consent of County.

EXHIBIT IV

SCOPE OF CONTRACTOR DELIVERABLES/FINANCIAL OBLIGATIONS

1. Introduction

1.1. Contractor shall provide the County with a NG9-1-1 Call Handling System, realized by Contractor's product solution called APEX as set forth in the Contract ("Project"). Contractor will provide professional services to implement the APEX solution ("Solution") at 20 Locations (18 Primary PSAPs, 1 Secondary PSAP, and 1 Backup/Training Site) as further set forth in this Exhibit and the Carbyne APEX Quote which is attached to the Contract as Exhibit V ("Quote"). "PSAP" refers to a primary or secondary public safety answering point as defined in MCL 484.11029 (z) and (gg).

1.2. Certain portions of the Request for Proposal response provided by Carbyne in Oakland County Event # Oak-0000535 (2024) are incorporated into this Contract as Exhibit VII-1; Exhibit VII-2 and Exhibit VII-3. The Project and Professional Services shall be provided and shall operate pursuant to Exhibit IV, Exhibit V, Exhibit VI, Exhibit VII-1, Exhibit VII-2 and Exhibit VII-3. If there is a conflict or variance within this Contract and/or its exhibits, the terms of the Contract and Exhibits I through VI shall take precedence over Exhibits VII-1, VII-2 and VII-3.

1.3. This Exhibit serves as the guiding document for the provision of professional services in connection with the Project ("Professional Services"), detailing the specific tasks, deliverables, timelines, and resources required for completion of the Project. This Exhibit establishes the expectations and responsibilities of all parties involved to complete the Project in a timely manner. Any additional requirements in connection with the provision of Professional Services and related fees for each PSAP will be set forth in a separate agreement for the Solution and related services under this Contract, as agreed upon and fully executed between Contractor and the PSAP (each such agreement referred to as a "PSAP Agreement").

1.4. Carbyne will manage the Project pursuant to this Exhibit.

1.5. For avoidance of doubt, Carbyne products and services (such as Universe or APEX and related support services) are not included in or provided as part of the Deliverables. Any license or right to use Carbyne products are subject to the Carbyne Terms and Conditions ("Terms and Conditions") or, if applicable, the superseding written agreement signed by Carbyne and the County for such Carbyne products and services.

1.6. Applicable References and External Documents

1.6.1. The following list of references and applicable documents serves as a reference guide that outlines the specific standards, system requirements, and contractual obligations that apply to and are made part of this Contract:

1.6.1.1. Carbyne APEX System Requirements & Solution Reference ("System Requirements")

1.6.1.2. Appendix - APEX Solution Diagram ("Solution Diagram")

1.6.1.3. Appendix - PSAP Information

1.7. Scope of Work (SOW)

The County has engaged Carbyne to deploy and configure Carbyne APEX Solution ("APEX") on 111 workstations for all PSAPs, which has been licensed by the County under the Quote with the goal of replacing the County's existing on-premise Call Handling System. The key tasks, configurations, and responsibilities involved in deploying APEX are outlined herein.

Project Implementation Phases shall include the following:

1) Pre-Project Work
Validate scope of Project
Pre-project questionnaire
Requirements gathering

2) Initialization & Procurement
Project Plan
Vendor Kickoffs
Direct Connect Orders
Equipment Orders
System Design

3) Organization & Development
Vendors coordination
Delivery/Activation
Direct Connect delivery/activation
Cutover coordination defined

4) APEX, Cloud & Hardware Build
Hardware deployment & configuration
APEX instance
Routing policies
Control Center build
Endpoint Security
Domain management
Logging and alerting
Instance customization
End-to-end testing
Failover testing

5) Cutover & Project Closure
On-site and self-paced training
Execute plan for emergency calls
Execute plan for non-emergency calls

Handover County Servicing to Carbyne's Customer Success and Support team

1.8. Contractor shall (subject to the County and/or the applicable PSAP meeting the System Requirements and any other requirements under this Exhibit):

1.8.1. Implement the Solution and provide the Deliverables described herein.

1.8.2. Provide professional project management, planning documentation (schedule, transition, integration, testplans, etc.), and weekly status reports throughout the deployment of the Solution.

1.8.3. Integrate the Solution with County's existing Data and Computer systems as appropriate (i3 implementation with the County's ESInet operated by Peninsula Fiber Network (PFN) and Indigital, CLEMIS CAD, Recorders, Rapid SOS, mapping, TEXTY, Admin lines, and Okta SSO).

1.8.4. Provide onsite training to each PSAP prior to their cutover.

1.8.5. Implement the Solution at a PSAP within 365 days after the applicable PSAP Agreement is executed.

1.8.6. Provide the County with a Disaster Recovery Plan, NOC/SOC COOP, MIS reports, Change Control process, APEX manuals/guides, as-built diagrams, Support and escalation processes, as applicable to the Solution.

1.8.7. Provide the County with access to support portals/dashboards showing various items like support tickets, network status and health, monitoring activity, and alarms.

1.8.8. Conduct an agreed upon functional and failover test for each PSAP prior to go-live.

1.8.9. Deliverables

The Deliverables are as set forth in this Exhibit.

Completion of the following Deliverables is deemed completion of all Professional Services defined under this in this Contract, when:

1.8.9.1. Carbyne has completed the project management requirements and documentation deliverables in this document.

1.8.9.2. Carbyne has completed the network design, configuration, routing, security implementation, testing, and installation of all network circuits to all Oakland County data centers or PSAPs specified on the Quote.

1.8.9.3. Carbyne has completed installation of all APEX workstations listed in the Quote, or lesser amount if agreed by the County at the time of Cutover, this may include PC, Monitors, mice, keyboards, keypads, light poles, wall displays and audio I/O connections associated with the APEX platform, as set forth in the Quote.

1.8.9.4. Carbyne has completed the cloud environment build and configuration for each PSAP's unique feature-set and integrations (Okta, CAD, Recorders, ECaTS, admin lines, RapidSOS, TEXTY (SMS) text-to-911, audio/STM radio headset integration, optional APEX features, etc.).

1.8.9.5. Carbyne has completed functional and failover testing of each PSAP as well as training and cutover of each PSAP to the Carbyne APEX solution.

1.8.9.6. Carbyne has provided instructions for installing APEX software on future laptops for remote Call Taking access, if required by the scope of this Exhibit.

1.8.9.7. Carbyne has provided access to the Carbyne Control Center, and provisioned at least one (1) user with a County Administrative role per PSAP.

1.8.9.8. APEX's current User Manual and Release Notes have been provided to the County, including access to Carbyne's Support Portal.

1.8.9.9. Carbyne Technical Support Team has configured and activated remote monitoring and reporting system alarms for APEX.

2. SOLUTION FEATURES

2.1. The Solution (including any reports generated by the Solution) provided by Contractor is as described in the then-current applicable standard documentation (such as the product sheet and/or user guide) made available to the County. The Solution architecture under this Exhibit will support the capacity to accommodate up to 50% call volume growth.

2.2. Contractor will use commercially reasonable efforts to integrate the Solution with the following County Systems:

2.2.1. RapidSOS AML and map integration

2.2.2. What3words integration (currently provided via RapidSOS)

2.2.3. ECaTS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application

2.2.4. CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface

2.2.5. Okta SSO integration via standard SAML 2.0 interface

2.2.6. InDigital Text to 9-1-1 integration (TEXTY)

2.2.7. PSAP Admin lines

2.2.8. PFN ESInet with InDigital NGCS i3 interface integration

2.2.9. Recording integration for each PSAP's local recording system

2.3. Single Sign-On.

2.3.1. Contractor will implement authentication using Federated Services as designated by County's Identity and Access Management (IAM) solution (e.g., SAML or 3rd party cloud authentication)

2.3.1.1. Okta SSO integration via standard SAML 2.0 interface

3. SOLUTION IMPLEMENTATION

3.1. Contractor, with the County's and/or PSAP's cooperation and assistance, shall use the steps

described below, as applicable, to implement the Solution. County acknowledges that the timely provision of and access to the County's or the applicable PSAP's systems, equipment, assistance, cooperation, complete and accurate information and data are essential to performance of the Professional Services under this Contract and Contractor's performance and implementation at each PSAP is dependent on such cooperation from the County and/or the applicable PSAP. This may also include providing appropriate contacts and facilitating discussions with any third-party vendor or subcontractor the County or applicable PSAP has engaged, whose services are required to integrate or connect with the Solution or are required for Contractor to provide the Solution to the County or applicable PSAP. Contractor is not responsible for any fees charged by the County's or a PSAP's third-party vendor or subcontractor. Contractor will use best efforts to integrate the interfaces specified in this Exhibit with the Solution. If the County or a PSAP is unable to or fail to timely perform its obligations under this Contract or to provide the required cooperation under this Exhibit, Contractor is not responsible for any dependent obligations to the extent of such delay.

3.2. Initial Planning

3.2.1. Project Kickoff and Testing Scope Review

3.2.1.1. A Kickoff meeting shall be held with an agenda containing at a minimum, the following items for discussion:

3.2.1.1.1. Identify points of contact for technical and administrative activity. Including email, mobile telephone, as well as after-hours contact guidelines. Contractor will use this information to create the Project Communications Plan.

3.2.1.1.2. Introduce individuals from County and Contractor who will be performing the work and reviewing their roles and responsibilities.

3.2.1.1.3. Review a draft implementation Project Plan provided by Contractor.

3.2.1.1.4. Review this Scope of Deliverables Exhibit.

3.2.1.1.5. Discuss a tentative timeline for the project, including possible start dates and time to completion.

3.2.1.1.6. Identify the information transfer process for data that should remain restricted or confidential.

3.2.1.1.7. County and Contractor will refine detailed project plans, schedules, deployment, and training strategies, and begin to refine the full project planning.

3.2.1.1.8. The Project Kick Off Meeting will define any critical business schedule or deployment considerations that might impact the project's timeline.

3.2.1.1.9. If it is discovered during the kick-off meeting that modifications to the testing are required, the Parties will review the Scope of Deliverables and make agreed upon changes through an amendment to the Contract.

3.2.2. Information Gathering

3.2.2.1. Contractor will communicate with County to obtain all necessary information to successfully implement the Solution. The Information Gathering Phase will define the functional and technical requirements for implementation of the project. This may include identifying:

3.2.2.1.1. The number of workstations and each PSAP's unique (optional) features they've chosen to purchase.

3.2.2.1.2. Additional integrations required with other systems operated by each PSAP within the County, including which data must be integrated into the Solution. Any additional integrations may be subject to additional fees.

3.2.2.1.3. The types and requirements for implementation status reports required by County.

3.2.2.1.4. The technical support that will be available during Solution set-up through post-implementation.

3.2.2.1.5. Potential dates for training, the number of County staff to train and County location that will be used for training.

3.2.3. Professional Services Documents

3.2.3.1. Contractor shall provide County with the following information in connection with the Professional Services under this Exhibit:

3.2.3.1.1. A **Detailed Project Plan** including activities, tasks, and milestones including the date the Solution will go live and tasks assigned to individuals that will be used to build a project implementation schedule. The Detailed Project Plan will be used by County to build a Master Project Schedule with dates and deliverables. The Detailed Project plan will be maintained and updated by Contractor on a continuous basis and provided to County to update the Master Project Schedule.

3.2.3.1.2. A **Network Design Document** reflecting the logical system as a whole, including network, providers, facilities, and equipment. Contractor shall review with County.

3.2.3.1.3. A project **Communications Plan** that will be used by County and Contractor during the term of the Contract.

3.2.3.1.4. A list of **Specifications**, which, at a minimum, include the hardware specifications, the required licensed software and browser settings.

3.2.3.1.5. **Project Management Reports** at agreed upon intervals (e.g., weekly) that summarize the work completed by Contractor. These reports will be used to measure the efficiency, progress, performance, and quality of the Solution.

3.2.3.1.6. The **Minutes** from the Project Management Meetings will be provided in an agreed upon format for the life cycle of the project.

3.2.3.1.7. A **User Acceptance Test Plan** specific for each PSAP's unique environment. The Test Plan verifies APEX feature functionality and 3rd party system integrations are working as expected. Successful execution of the Test Plan indicates the PSAP is ready for cutover to the live APEX system.

3.2.3.1.8. A **User Training and Transition Plan** on how to train end-users and administrators as well as a plan to transition to County.

3.2.3.1.9. A draft of the **Closeout Notification** email that will contain a summary of the Deliverables provided by Contractor to County for final acceptance of the

Solution. Final system acceptance does not occur until all PSAPs have successfully been cutover to the APEX system and any/all Priority 1 and 2 faults have been resolved.

3.2.3.1.10. Contractor will conduct interviews with internal County staff and will ensure that any security gaps are detected and documented.

3.2.3.1.11. Contractor will deliver detailed **As-Built** solution documentation for each PSAP within 30 days of each PSAP's cutover. The documentation shall include network and equipment information (network paths, network providers, BGP information, routers/switches/firewalls, equipment diversity, etc.), as well as configured parameters (implemented design).

3.2.3.2. After County receives each of the Deliverables, County shall have ten (10) business days to review the Deliverable and notify Contractor if it is acceptable. If the Deliverables requires modifications, County shall provide Contractor with a written list of the sections in the Deliverables that need to be modified. Upon receipt of the revised Deliverables, County shall have ten (10) business days to review the Deliverables and notify Contractor if the Deliverables are acceptable. Deliverables are deemed accepted if no notification is provided within such period. This process will continue until each individual Deliverable is deemed accepted in accordance with this subsection 3.2.3.2.

3.3. Installation and Configuration

3.3.1. Contractor shall:

3.3.1.1. Install networking equipment and configure the connectivity at Oakland County's identified datacenters and PSAPs (including network patch cabling, if necessary) in accordance with this Exhibit.

3.3.1.2. Install and configure all equipment and workstations required at each PSAP (including network patch cabling, if necessary), as set forth in the Quote.

3.3.1.3. Install and configure the AWS APEX environment for each PSAP in accordance with this Exhibit.

3.3.1.4. Install and configure the external system integrations mentioned in section 2.2 that are unique to each PSAP.

3.3.1.5. Install and configure network security measures for each PSAP (detection, prevention, authentication, etc.) in accordance with this Exhibit.

3.3.1.6. Test the installed Solution and applications for functionality, resiliency and failover, as necessary, in accordance with this Exhibit.

3.3.1.7. Install/configure/provision all users, roles, queues, and optional features requested by each PSAP.

3.4. Implementation

3.4.1. Contractor shall:

3.4.1.1. Provide County with the reports it requests (see section 2.2) and verify the

reports provide the information expected in the reports.

3.4.1.2. Work with County staff to determine if customized reports are needed to provide County the reporting information it requires. If so, Contractor shall develop the customized reports or configure a preset report to provide the needed information.

3.4.1.3. Provide County with Quick reference sheets for main functions of the Solution.

3.4.1.4. Provide County with reference guides that explain the features and functions of the Solution, and basic administration guides for things Oakland IT staff may perform.

3.4.1.5. Provide County with documentation related to post-cutover operations and support (such as contact lists, escalation processes, support/ticketing process, etc.)

3.4.1.6. Provide County with a Training environment that will also be used for Quality Assurance (QA) environment for User Acceptance and training and a backup production environment.

3.5. Training

3.5.1. Contractor shall:

3.5.1.1. Provide County with a Training Plan that includes role-based approach to educating users of Contractor's system (telecommunicator, supervisor, director, administrator).

3.5.1.2. Provide onsite Training to all identified PSAP staff which will take place between 8:00 am to 8:00 pm Eastern time.

3.5.1.3. Training shall cover functions and features of the Solution, including access/retrieval of reports, and basic systems administration.

3.5.1.4. Training materials shall be provided in Adobe PDF, MSWord format and any other format as agreed upon between County and Contractor. The training materials will be updated by Contractor to include any changes made to the Solution specific to County, if applicable.

3.6. User Acceptance Testing

3.6.1. Contractor shall provide the following as part of the Carbyne Acceptance and Readiness Test ("CART") of the Solution:

3.6.1.1. Meet with County to review the status of the Solution Implementation and review the User Acceptance Test Plans for each PSAP.

3.6.1.2. Have a way to demonstrate the desired functionality of each PSAP, including seamless failover from one system/connection to another, the display of critical data, and successful integration with 3rd party systems.

3.6.1.3. The Test Plans shall include both failover and functionality tests. Failover shall account for things such as network device failures (routers/switches/firewalls) and loss of network connectivity. Functionality testing shall include all features and integrations of the Solution.

3.6.1.4. Test Plans shall include the test procedures, expected system performance, and the output or results that should be received if the applications and integrations are functioning properly.

3.6.1.5. The final User Acceptance Test Plans may also be based on each PSAP's unique requirements as mutually agreed upon in the applicable PSAP Appendix and shall be approved by County in advance of execution.

3.6.1.6. Provide User Acceptance Testing Results for each PSAP. The test results demonstrate to County that the configurations were implemented correctly and that the Solution's modules are functioning and performing properly to meet the functional requirements in the Hosted cloud environment in accordance with this Exhibit and will indicate if there are any outstanding issues that need to be resolved.

3.6.1.7. Resolve all Priority 1, 2, and 3 failures that result from User Acceptance Testing and demonstrate successful execution of the test plan once resolved. P4 issues are considered to be minor issues where an acceptable workaround exists or the impact is low and thus should not prevent PSAP cutovers to the live environment.

3.7. Deployment

3.7.1. Contractor shall:

3.7.1.1. Provide technical and project management onsite support to each PSAP during their cutover to the live Solution.

3.7.1.2. Ensure functionality of all workstations and successful integration with all identified County systems at each PSAP during their cutover to the live Solution.

3.7.1.3. Work closely with PSAP staff immediately after cutover to verify all functionality that was tested during User Acceptance Testing is still operating as expected, as described in the Support Terms.

3.7.1.4. Provide a means for PSAP staff to easily report problems for investigation during cutovers.

3.7.1.5. Support the rollback of any cutovers performed, if deemed necessary by County and PSAP staff, provided that the County or applicable PSAP remains responsible for fees due and payable from the subscription start date in accordance with the Quote and/or the applicable PSAP Appendix.

3.7.1.6. Monitor the users of the Solution during each PSAP cutover for Solution availability.

3.7.1.7. Monitor the issues reported by County during the deployment.

3.7.1.8. Have conference calls with County as necessary to resolve outstanding issues during the deployment.

3.8. Integration Framework and Testing Contractor shall migrate speed dial and phone contact information to the Solution from the legacy databases prior to the Go-live date. County shall review the data to ensure it migrated accurately. Contractor shall run test reports to verify if the data from the legacy databases is migrating correctly.

3.9. Responsibilities and Assumptions

The Professional Services and Deliverables described in this Contract is based on the outcomes of the APEX Pre Sales Questionnaire ("PSQ"), which have been discussed and reviewed with the

County. As part of this review, the Gap Analysis has been developed using the Carbyne APEX System Requirements as a base reference, and Carbyne planning and deployment is based on the items specified in the Gap Analysis.

Carbyne's performance may be delayed or impaired if the assumptions and the County's requirements in this Contract are not met. Carbyne reserves the right to modify and/or update the scope of Professional Services in this Exhibit if any inconsistencies or gaps are discovered during the course of providing the Professional Services. Any deviation from these requirements and assumptions or any delay in meeting these requirements and assumptions may cause changes or delays to the Project schedule, additional fees and expenses, tasks, and the level of effort required to perform the Professional Services covered by this Exhibit. The County shall take such action as deemed reasonably necessary by Carbyne to enable Carbyne to provide the Professional Services.

The actual start date for the Professional Services shall be no later than ninety (90) days from the date of signature of this Contract and will be mutually agreed upon between Carbyne and the County in writing.

The County and Carbyne are jointly required to limit changes to the technical environment and affected systems during the implementation to avoid re-work and delay to the provision of Professional Services under this Contract. Any planned changes or upgrades to source systems must be communicated in advance.

Any estimated delivery timelines for network connectivity are the responsibility of the applicable ESInet Provider; Carbyne is not responsible for determining these timelines.

On-site activities will be performed at the County's locations listed in the Project Location(s) table in Appendix A.

Professional Service items not specified in this Contract are considered out of scope, and, if agreed between the parties, can be addressed with a change order/amendment to the Contract.

The County acknowledges and confirms that all necessary hardware, software, facility conditions and resources the County procures or provides is in accordance with Carbyne APEX System Requirements.

All Professional Services are provided during business days. All reference to business days will mean an eight-hour workday and excludes Saturday, Sunday, or public holiday in the relevant territory, unless otherwise agreed in writing.

The following sets forth the scope of Professional Services, and identifies which party is responsible for fulfilling the applicable task:

Project Initiation & Management

Task	County	Carbyne
Responsible for providing contact information for all assigned Project resources as listed in the County Project Contacts table in the Appendix A.	X	
Schedule Project Kickoff Meeting with the County and Carbyne.		X
Attend Project Kickoff Meeting and recurring meetings.	X	X
Coordinate recurring meetings, capture meeting notes, and manage the risk register to track ongoing issues or risks to the Project under this Exhibit.		X
Review project scope and configurations that will be provided and reviewed during the kickoff and design phases.	X	X
Communicate all applicable policies and procedures, e.g., screening, training, security, safety, conduct, etc., which relate to on-site visits in advance of the commencement of Services by Carbyne.	X	
Provide reasonable access to the necessary County facilities, and a suitable workspace for all Carbyne Project team members when working at the County's site when necessary. The suitable workspace includes, but is not limited to desks, telephones, access to the system, and meeting rooms.	X	
Ensure all site readiness activities identified by Carbyne are completed at least four (4) weeks prior, or at a mutually agreeable time period between Carbyne and the County, to Carbyne APEX Readiness Testing (CART). This includes addressing all required hardware, software, network components, environment items, etc.	X	
Review outstanding action items and risks during recurring Project meetings.	X	X
Review, accept, and resolve the items identified and provided in the Gap Analysis.	X	
Responsible for the management and responsiveness of any third-party vendor and/or subcontractor engaged by the County, to whom may directly or indirectly be associated with or provide services to the County, that interacts, connects with or otherwise required for Carbyne to provide the APEX solution.	X	

Provide all contact information for third-party vendors with whom Carbyne shall work.	X	
Provide a floor plan of each location.	X	
Provide RapidSOS credentials, if applicable.	X	

Connectivity & Infrastructure

Task	County	Carbyne
Install all required ethernet and/or fixed power cabling throughout the premises, including back and front rooms.	X	
Install and provision dual / diverse PFN ESInet circuits from closest PFN POP to local County PSAP premises.	X	
Install and provision dual / diverse network connections from PFN Southfield and PFN Kentwood locations to Carbyne Dallas and Carbyne Ashburn locations for AWS GovCloud U.S. Direct Connect (DX).		X
Activate and configure SIP trunking for admin outbound dialing/calling, if applicable.		X
Activate and configure SIP trunking for admin/non-emergency inbound calling, if applicable.		X
Provide rack space and power at each PSAP for Carbyne Managed Network Equipment.	X	
Provide IP access Internet circuit(s) to be provisioned and delivered to the County site(s), if applicable, according to the specifications, ownership and site addresses detailed in the PSAP Connectivity section of the Appendix A. Services shall have one (1) static IP per circuit, and shall be terminated to the Carbyne Managed Network Equipment.	X	
Provide DNS services from at least three (3) sources, accessible via the PSAP Connectivity Infrastructure, and available to the APEX workstations. At least two (2) shall be hosted within Carbyne Cloud Infrastructure.		X

Provide secured network access to APEX via the Carbyne Managed Network Equipment, providing access only for Carbyne approved applications. Third-party applications or services outside of this Contract requiring network access will be blocked.		X
Responsible for LAN infrastructure, including core routing and switching, in its entirety, including provisioning, configuration, and maintenance.		X

Third-Party Integrations

Task	County	Carbyne
Manage and coordinate third-party vendors to ensure integration certification and readiness for testing.	X	
Responsible for ensuring all third-party systems are meeting the requirements listed in the Carbyne APEX System Requirements.	X	
Provide integrations as listed in the APEX Solution - Integrations table in the Appendix A.		X

Implementation & Cutover

Task	County	Carbyne
Build County instance of APEX according to the information contained in the APEX Solution section of the Appendix A.		X
Procure all equipment and services as detailed in the Quote, and for which Carbyne is responsible for procuring and installing under this Contract.		X
Procure and install all the necessary workstation hardware and software which are required to implement APEX and not detailed in the Quote. For example, this may include desk, chair, monitor mount, power outlet, network outlet, etc.	X	
Configure Genovation Keypads based on Carbyne provided shortcut key list		X

Install APEX on workstations (including laptops) at the County Site, up to the total quantity of APEX licenses listed in the Quote, including any audio I/O connections associated with the APEX platform.		X
Install VPN connectivity on APEX laptop(s), if applicable.		X
Configure and provide Text to 9-1-1 via County-procured TCC/Carrier, if applicable.		X
Responsible for deploying the software environment, including Microsoft Windows OS, workstation authentication, security lockdowns, endpoint security, IP addresses.		X
Schedule and communicate appropriate maintenance windows for installation activities.	X	
Perform all Quality Assurance (QA) internal testing of deployment under this Contract.		X
Perform Carbyne Acceptance and Readiness Test (CART).		X
Perform Network CART.		X
Create and finalize the Cutover Plan.		X
Review the Cutover plan with County's third-party vendors in preparation for Cutover.	X	X
Provide access to the Carbyne Control Center, and provision access to a County Administrative role to allow for Event History access and APEX base configuration management.		X
Perform the Cutover plan with the County, including liaising where required with County's third-party vendors and network providers.	X	X
Provide documentation to County of APEX 'as-installed' solution, which includes the Call routing flow chart, Network Topology, and Server Room rack diagrams.		X

Training

Task	County	Carbyne

Formulate and present a Carbyne Training Plan.		X
Mutually agree upon a final Carbyne Training Plan.	X	X
Provide Student Roster template.		X
Complete and update the Student Roster template which includes students username, email, and role within the Agency.	X	
Provide online training of APEX via Carbyne Learning Management System (LMS).		X
Ensure all students complete LMS training prior to on-site skills check.	X	
Ensure on-site training facility readiness according to specifications in the Carbyne Training Plan.	X	
Identify and schedule training class attendees and facilities to accommodate attendance by all users in connection with all on-site activities and training.	X	
Complete the on-site skills check-off.		X
Provide and coordinate on-site training on applicable features and functionality of APEX, including a skills check-off with each user, as detailed in the Carbyne Training Plan, and according to the attendance agreed in the Quote.		X
Ensure users attend the specified on-site training sessions.	X	

Close Out

Task	County	Carbyne
Complete formal Project handover to County Success Manager and Technical Support teams.		X
Create Zendesk Organization.		X

Provide APEX's current User Manual and Release Notes to the County, including access to Carbyne's Support Portal.		X
Configure remote monitoring and reporting system alarms for APEX.		X
Responsible for providing and managing a spare parts inventory to cover workstations and network equipment replacement, including all hardware warranties and SLAs.		X
Responsible for all post-cutover tier 1 support.		X

3.10. Change Order/Amendment Process

Both parties recognize that the County may wish to implement changes to the Professional Services /Deliverables provided under this Contract. In the event of a change request from the County, Carbyne shall prepare a written request specifying the change(s) to the Professional Services ("Change Order"), including the impact that the change(s) shall have on the provision of the Professional Services and the pricing. Both parties shall review the impact and determine approval or disapproval of the Change Order.

If an approved Change Order causes an increase or decrease in the charges for the Professional Services, the new rate shall become effective in accordance with the fully executed Change Order. Any one-time, non-recurring charges to implement an approved change shall be defined in the Change Order.

Approval of the Change Order shall be confirmed by the signatures of authorized representatives of both parties. Upon approval, the Change Order shall be subject to the terms and conditions of this Contract. No change to the Professional Services shall be implemented until both parties have executed the Change Order.

4. Roles and Responsibilities

4.1. Contractor Responsibilities

4.1.1. Contractor will be responsible for providing the services and deliverables outlined in this document.

4.1.2. Contractor shall have appropriate staff available during conference calls.

4.2. County Responsibilities – County shall:

4.2.1. Have County personnel available during regular business hours to assist in the Solution implementation.

4.2.2. Ensure that the computers and tablets and any other equipment meet the minimum hardware specifications and have the necessary software installed.

4.2.3. Ensure that the computers and tablets and other equipment are properly licensed, and the browsers are properly configured.

4.2.4. Ensure that any ancillary access devices such as signature pads, printers and Wi-Fi cameras are configured.

4.3. SERVICE LEVEL COMMITMENT & SUPPORT

Contractor will provide support in accordance with its then current Support Terms and Service Level Agreement ("Support Terms"). The current version of the Support Terms are attached to this Exhibit V.

4.4. Fees

Fees and invoicing for Professional Services under this Contract are as specified in the Quote and/or the applicable PSAP Agreement.

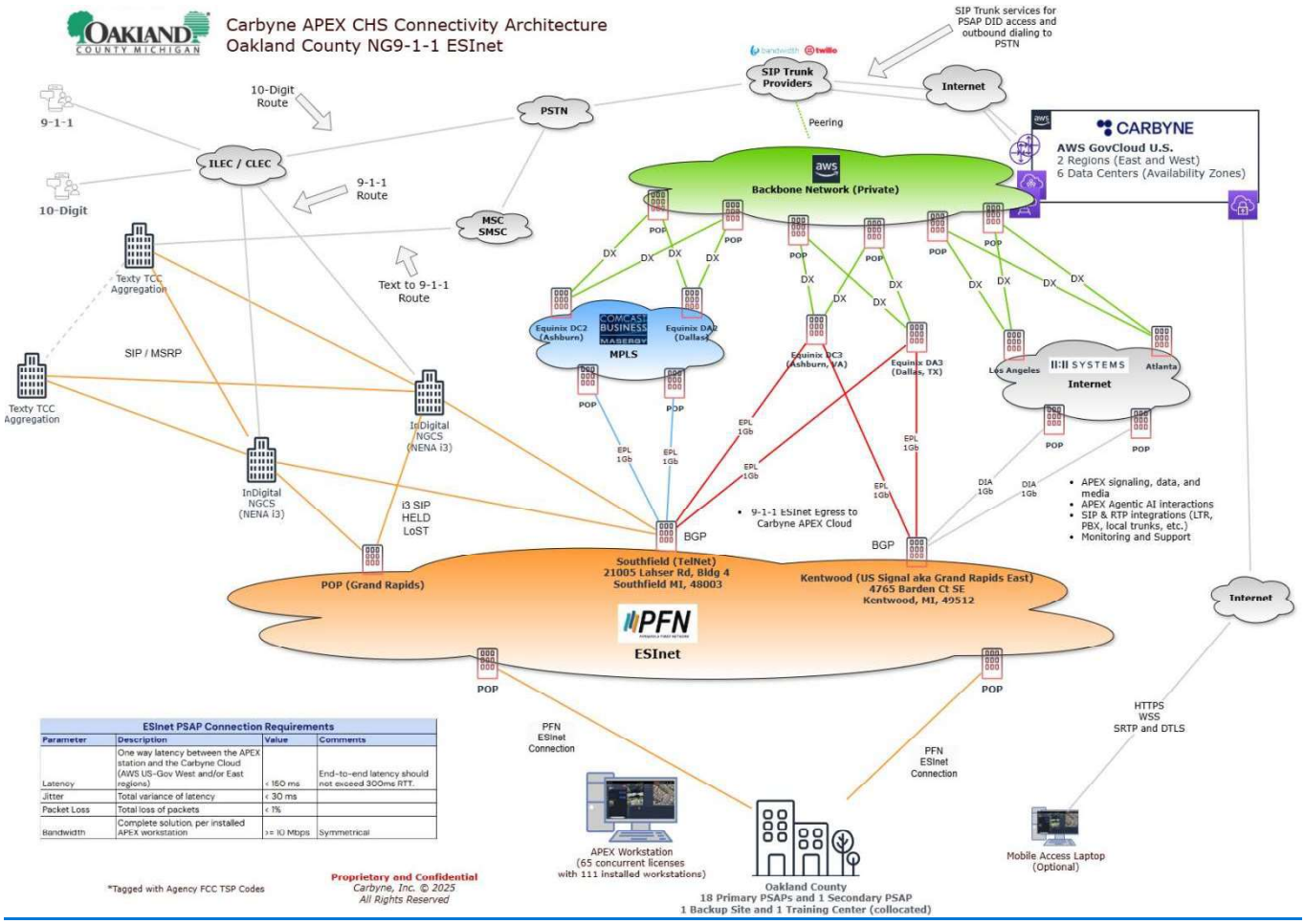
5. Additional Terms

5.1. The County acknowledges and agrees that except for any of the County's or the applicable PSAP's Confidential Information or materials, title to all portions of the Professional Services, Deliverables, Pre-Existing materials, and all Intellectual Property rights therein, including all derivative works and any enhancements, improvements or extensions conceived or developed during the Professional Services, are and remain owned by and vested in Contractor or Contractor's licensors. "Pre-Existing Materials" means any intellectual property, made, created, and/or reduced to practice (including all documents and materials provided by Contractor (or any of its subcontractors) relating to the Professional Services) which existed prior to the effective date of the Contract.

5.2. Subject to Contractor's receipt of full and final payment for the Professional Services, Contractor grants to the County or the applicable PSAP a non-exclusive, non-transferable, irrevocable (unless Contractor terminates the Contract for uncured material breach), non-distributable/resaleable, non-sublicensable license for the County or the applicable PSAP to use any Deliverables and Pre-Existing Materials provided by Contractor under this Contract for the County or the applicable PSAP's internal business purposes.

5.3. The County acknowledges that Contractor provides similar Professional Services to other third parties and Contractor shall continue to be free to perform similar services for its other customers using Contractor's general knowledge, skills, tools, routines, algorithms, programs and experience.

6. APPENDIX - APEX SOLUTION DIAGRAM



ESInet PSAP Connection Requirements

Parameter	Description	Value	Comments
Latency	One way latency between the APEX station and the Carbyne Cloud (AWS US-Gov West and/or East regions)	< 150 ms	End-to-end latency should not exceed 300ms RTT.
Jitter	Total variance of latency	< 30 ms	
Packet Loss	Total loss of packets	< 1%	
Bandwidth	Complete solution, per installed APEX workstation	>= 10 Mbps	Symmetrical

*Tagged with Agency FCC TSP Codes

Proprietary and Confidential
Carbyne, Inc. © 2025
All Rights Reserved

7. APPENDIX - PSAP INFORMATION

	Required Locations, Concurrent, and Installed Positions					PFN ESInet	Call Volume (Annual)		Training	
PSAP Name	Street Address	Concurrent	Desktop	Laptop	Installed	Minimum Required Network Bandwidth (Mbps)	9-1-1 Calls	non-9-1-1 Calls	# of staff for CHE operator Training	# of staff for CHE Administrat or Training
Oakland Co Sheriff	1200 N Telegraph Rd, Pontiac, MI, 48341	11	22	0	22	220	200,364	316,471	95	20
Southfield	26000 Evergreen Rd, Southfield, MI, 48076	4	8	1	9	90	71,600	91,500	12	5
Royal Oak	450 E 11 Mile, Royal Oak, MI	5	6	0	6	60	20,782	49,438	12	3
Troy	500 W Big Beaver, Troy, MI, 48084	4	7	2	9	90	11,000	40,000	22	9
Pontiac (Backup)	110 E Pike, Pontiac, MI, 48342	0	5	0	5	50	0	0		
Farmington Hills	31655 W Eleven Mile Rd	4	6	6	12	120	36,000	65,000	19	5
Novi	45125 Ten Mile Rd, Novi, MI, 48375	3	5	0	5	50	48,000	46,000	14	5
Waterford	5150 Civic Ctr Dr, Waterford, MI, 48329	5	5	0	5	50	28,233	43,044	9	3
West Bloomfield	4530 Walnut Lake Rd., West Bloomfield, MI, 48323	4	5	0	5	50	22,609	56,182	11	5
Bloomfield Township	4200 Telegraph Rd, Bloomfield Hills, MI, 48302	3	4	2	6	60	13,100	40,045	13	1
Berkley	2395 W Twelve Mile Rd, Berkley, MI, 48072	3	3	0	3	30	7,718	22,352	10	1
Birmingham	151 Martin St, Birmingham, MI, 48009	3	3	1	4	40	7,000	30,000	17	2
Ferndale	310 E Nine Mile, Ferndale, MI, 48220	3	3	0	3	30	12,290	25,257	18	3
Madison Heights	280 W Thirteen Mile, Madison Heights, MI, 48071	3	3	0	3	30	18,268	26,631	10	3
Bloomfield Hills	45 E Long Lake Rd	1	2	0	2	20	3,000	15,000	8	3
Hazel Park	111 E Nine Mile Rd, Hazel Park, MI, 48030	2	2	0	2	20	8,687	23,864	9	3
Oak Park	13800 Oak Park Blvd, Oak Park, MI, 48237	2	2	0	2	20	16,621	20,611	2	3
Oakland University	201 Meadow Brook Rd, Rochester, MI, 48309	1	2	1	3	30	0	11,005	5	2
Rochester	400 Sixth St, Rochester, MI, 48307	2	2	0	2	20	6,146	23,401	9	5
White Lake	10911 Elizabeth Lake Rd. White Lake, MI 48386	2	3	0	3	30	8,000	21,350	6	1
Training (Colocated with Backup)	110 E Pike, Pontiac, MI, 48342	0	0	0	0	0				
		65	98	13	111		539,418	967,151		
							Total Annual Calls	1,506,569		

	Admin PBX			CAD Integration	Media Recorder Integration				
PSAP Name	**Local System or External**	**Provider**	**# and types of lines (SIP, PRI, analog, ringdown, third party)**	**Current CAD Solution**	**Current Call Recording Solution**	**Recorder Specifications**	Notes		
Oakland Co Sheriff	External	Mitel and CISCO	40 lines ported to AT&T and delivered via IP Flex	CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.2			
Southfield	Local	Cisco	SIP system, TIG for outbound dialing only, 4 POTS, 5 ringdown	CLEMIS	Equature	Equature 7.6, Viewpoint 1	Customer-provided laptop workstation		
Royal Oak	Local Mitel	123.Net	6 SIP Trunks/30 analog PRI trunks	CLEMIS	Equature	Equature 1.75.2			
Troy	Local	TelNet/Avaya	5 Analog, 10 SIP	CLEMIS	NICE	WSI-Nice Version 10.1.2.172 - UP3			
Pontiac (Backup)				CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.2			
Farmington Hills	Mitel MiVoice Connect PBX	AT&T	With a PRI we just have capacity for the system as a whole without dedicating a certain number of lines for specific telephone numbers. Technically 46 call paths	CLEMIS	Equature	Equature 1.75, Viewpoint 1.75.2			
Novi	Local	CBTS	17 Lines	CLEMIS	Equature	Equature 1.76.01, Viewpoint 1.75.2			
Waterford	Local – virtual server backed by CX controller	Mitel MiVoice Business release 10.0 SP1	PRI, SIP connection to 911 CHE	CLEMIS	Equature	Equature U expandable chassis LD1609 16-port analog recording cardEQV01 Voice/VOIP license per device, EQAN1 data feed			
West Bloomfield	AT&T		4 lines	CLEMIS	Equature	Equature Viewpoint 1			
Bloomfield Township	IP Office	Clear Rate	SIP	CLEMIS	NICE	WSI-Nice Version 10.1.2.172 - UP3	Customer-provided laptop workstation		
Berkley	Local	CBTS	SIP-5 for Berkley, 2 for Huntington Woods, 1 for Pleasant Ridge; SIPs converted to PRI	CLEMIS	Equature	Equature version 1750			
Birmingham	Local	Mitel 3300		CLEMIS	Equature	Equature 7.6, Viewpoint 2			
Ferndale	Local PBX	3CX/AT&T	94 PBX/SIP	CLEMIS	Equature	Equatur3e 1.75, Viewpoint 1.73			
Madison Heights	Local	Telnet	5 PBX, vie PRI-SIP	CLEMIS	Equature	Equature 1.76, Viewpoint 1.75.12			
Bloomfield Hills		Mitel	Admin phones not currently connected to CHE, but will consider in future 2 lines for transfers are integrated	CLEMIS	Equature	Equature 1.76			
Hazel Park	I.T.I	Clear Rate	Zultys, version 17.0.10 (4) port FXS SIP Trunk Gateway w/300 capacity. PBX ISDN PRI system w/12 call paths and a 4 port FXS Analog Gateway. 4 POTS lines for alarms, chief's private line, fax	CLEMIS	Equature	Equature 1.74.0, Viewpoint 1.73			
Oak Park	Local – Onsite PBX	AT&T	Current Configuration PRI with 1 DID – Migrating to AT&T AVPN (SIP) with 5 Trunks 1 DID	CLEMIS	Equature	Equature 1.74.03, Viewpoint 1.73.0			
Oakland University	Local	self	2 SIP trunks connected to University system	CLEMIS	Equature	Equature 4U Expandable Chassis w/16 analog and 6 SIP channels			
Rochester			5 lines	CLEMIS	Equature	Equature			
White Lake	External	NetExpress	5 SIP	CLEMIS	Equature	Equature 1.76 Viewpoint 1			
Training (Colocated with Backup)									

Bidder NOT to alter any cells and to complete all cells marked as >	

Event # Oak-0000535
Appendix A- Response Template

Bidder Name	**Carbyne, Inc.**
Bidder Contact Information	**Lori Harpring, Regional Sales Manager**
Bidder agrees to the County's contract template provided as	**Yes, except as provided in Carbyne's redline revision requests**
Bidder provided copy of "current" proof of insurance (acord).	**Yes**
Bidder to confirm will PROVIDE DOCUMENTATION OF	**Yes**

Number	*Requirement*	*Response or name of attachment*
1.0	Responding Bidder provides existing IT products and/or services for government on-premises solutions. Include with this description free and fee-based (subscription and one-time) offerings.	Currently, Carbyne offers cloud-native emergency call handling solutions to government entities with on-premise integrations as well as provide IT hardware and/or services.
2.0	Responding Bidder provides existing cloud-based IT products and/or services for government. Include with this description free and fee-based (subscription and one-time) offerings.	Currently, Carbyne offers cloud-native emergency call handling solutions to government entities with on-premise integrations as well as provide IT hardware and/or services. All fee-based offerings are detailed in the Price Proposal Content section our response package.
3.0	The Bidder commits to supporting the offered solution(s) or service(s) for a minimum of eight years from the date of full solution or service acceptance by OCDIT. In this context, “supporting” means the continued development, evolution, and availability of improvements, enhancements, and identified bug fixes of the solution(s) and service(s). If market forces, component suppliers, or other events beyond the control of the Respondent requires an unexpected end to the service life of a service or solution offered herein, the Respondent agrees to provide a migration path to an equivalent or better service or solution, at no cost to OCDIT beyond the support contract provisions contained hereunder.	Carbyne can support a minimum of eight years based on the initial five (5) year contract with two possible renewals of three years as detailed in this RFP. Carbyne's APEX call handling solution is a cloud-native SaaS platform and receives ongoing regularly scheduled updates during the term of the agreement. Upon a fully executed and mutually agreed upon change order, front office hardware refreshes can occur during the term of the agreement.

4.0	Provide three references of similar government entities currently using your solution. Include entity name, contact name, email and phone number. References will be contacted to ensure vendor/solution skills match those of the proposal and the requirements noted in the RFP.	Karl Fasold, Executive Director Orleans Parish Communications District, LA karlf@911nola.org *Please CC Executive Assistant Karen Milligan | kmilligan@opcdla.gov* Marisa Quintanilla, Regional Services Director Rio Grande Council of Governments, TX +1 915-533-0998 x 119 | marisaq@riocog.org Jeff Hannon, Communications Supervisor Guernsey County Sheriff's Office, OH +1 740-439-4455 | j.hannon@guernseysheriff.com D. T. Donaldson, Director Multi Agency Communications Center, WA (MACC 911) +1 509-793-1771 | d.donaldson@macc911.org
5.0	Describe future or planned changes to proposed products and/or services (local installations or cloud solutions). Include with this description free and fee-based (subscription and one-time) offerings.	Software updates will be provided by Carbyne according to the software update schedule. Notification of software updates will be provided. The assigned Carbyne Customer Success Manager will coordinate updates with the County. We also send Release Notes and an updated User Manual as agreed upon by the Customer Success Manager. Note that Carbyne software updates are performed in the Carbyne cloud. The County will need to allow and approve the software updates prior to implementation.
6.0	Responding Bidder provides a sustainable business model supporting use of the Bidder's products and/or services through a five-year period. Include in this description any proposed changes in offerings that will occur over this period.	Carbyne is trusted by leading customers in the US (New Orleans, Miami, Atlanta) and globally (Mexico City and Jerusalem). We added 23 new Apex customers in 13 states last year alone and Apex is the fastest-growing call handling solution on the market. Carbyne is a well-funded company that has raised a total of $160M from leading investors including Cox enterprises ($19B in revenue) AT&T, and Global Medical Response ($6B in revenue and the largest EMS provider in the world). APEX is a cloud-native solution that leverages the AWS GovCloud (US) utilizing a Windows-based platform to provide multimedia emergency and non-emergency call handling services. Carbyne utilizes a scalable cloud computing platform designed to avoid all single points of failure within the system and to ensure high availability, resilience, and self-healing capabilities. This design requirement begins at the cloud and extends to the call handling position at the PSAP. Carbyne's current position in the market and its infrastructure in the AWS GovCloud provides the sustainable business model that can support our products and services through a five-year period and beyond. This model also allows Carbyne to continue to innovate and provide the best and latest in NG911 technology to the County.
7.0	Bidders must identify if they currently provide products and/or services to Oakland County or State of Michigan Departments, Divisions or Agencies, or cities, villages or townships located within the State of Michigan	Carbyne is currently working with multiple agencies in the State of Michigan. At the time of this response, Carbyne currently does not provide products and/or services to Oakland County or State of Michigan Departments, Divisions or Agencies, or cities, villages or townships located within the State of Michigan.
8.0	Bidders must identify if they currently participate in any existing government application store, service portal, or marketplace.	Carbyne is currently listed on a few cooperative agreements, but is not an active user of government application stores, service portals, or marketplaces.
9.0	Confirm bidder meets the requirement as described regarding:	amended (29 U.S.C. 794d). We can supply a VPAT report with a fully executed Non-Disclosure Agreement to support our
10.0	If applicable, list or provide documentation for any value added functions or capabilities.	value added functions and capabilities can be found in Carbyne's Executive Summary included in this response. The following offers are exclusive to Oakland County: • Onsite Advisor - Local technical and customer support resource to serve as your advisor for Carbyne technology through cutover. This person will work in tandem with your Carbyne Project Manager and Oakland County's business and technical staff to facilitate
11.0	Will any services in the proposal will be subcontracted? Y/N. If yes, provide a description of the subcontracting organization and the contractual arrangements made therewith.	"Cloud connectivity via diverse private ethernet links will be subcontracted through Masergy Solutions. There is a mutually agreed upon master services agreement between Carbyne and Masergy Solutions. Carbyne will subcontract hardware through a Carbyne- or County-selected hardware supplier based on availability. To meet the County's mapping requirements, Carbyne has selected GeoComm Maps. There is a mutually agreed upon master services agreement between Carbyne and GeoComm. "

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name Carbyne, Inc.

1. SOLUTION REQUI

Number	*Requirements and Questions*	*Existing Capability (Y/N)*	*Comments and Responses*
1.0 - General Information			
1.1	Provide a high-level overview of the proposed solution. Please limit your summary to 300 words.	Y	Carbyne's APEX call handling solution is a cloud-native solution that supports multiple layers of redundant call processing with unmatched survivability eliminating single points of failure. Because Carbyne utilizes a scalable cloud computing platform, APEX is easily expandable and new positions can be provisioned dynamically with no need to add back-office hardware providing significant flexibility in disaster situations or continuity of operations plans. Carbyne's main infrastructure is hosted on AWS GovCloud and utilizes a geo-diverse, scalable platform that was
1.2	Provide a feature list for the product(s) to include an indication as to which features are in the base product and which are considered add-on modules.	Y	Base product module licensing included with the proposed solution: • APEX cloud-native emergency call management solution (67 concurrent licenses, 94 installed workstations) • Live stream caller video • Caller location through ESInet PIDF-LO and wireless mobile device-based location • Silent instant messaging with picture attachments • Automatic abandoned call text back • Control Center administrative platform (includes Events History, Queue Status Wallboard, Activity Audit Log, Contact and Speed Dial management, and User management) Add-on module licensing included with proposed solution: • Analytics • Caller audio (and Text to 9-1-1) Translation and Transcription • Control Center Seat Map • GeoComm Maps Add-on module licensing not included with proposed solution (offered as optional): • Responder Connect • Emergency Call Triage • Control Center Video Wallboard Integrations included with the proposed solution: • CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface • Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866) • Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW • Motorola radio console audio integration via Carbyne Audio Trigger Module (ATM) device • ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration) • Okta SSO integration via standard SAML 2.0 interface • RapidSOS AML integration • InDigital Text to 9-1-1 integration • What3Words integration • PFN ESInet with InDigital NGCS i3 interface integration Services, Support, and Maintenance included with the proposed solution:
1.3	Provide diagram(s) that show the logical architecture of the proposed solution. List the file names here.	Y	A solution diagram is included in section 4.5.1 Common Call Handling Requirements - Architecture.

1.4	Provide copies of your standard contract terms, standard warranties, maintenance and support agreements, and End User License Agreement (EULA). List the attachments that you are providing.	Y	Yes, except as provided in Carbyne's redline requests document attached to our response. Attached to our response are the following documents (file name: Appendix A_Tab 4.3_Q1.4_Terms and Conditions): • Carbyne Standard Terms and Conditions • Carbyne Professional Terms and Conditions • Carbyne Hardware Addendum • Carbyne Support Terms & Service Level Agreement • GeoComm Authorized User Terms of Use
1.5	If a contract was signed on the RFP due date, provide the current estimated time to deliver a solution to the County data centers.	Y	If a contract was signed on the RFP due date, the current estimated time to deliver, assuming site survey and SOW was completed prior to contract execution and no roadblocks were encountered throughout the project, an uncomplicated solution to a single PSAP from contract execution to go live would be approximately 6 months.
1.6	Provide your current average time to deliver similarly sized products or solutions.	Y	Current average time to deliver a multi-PSAP deployment with similar total number of seats is approximately 10 - 12 months. This timeframe can be shortened or lengthened based on individual project requirements, connectivity and third party readiness.
2. TECHNICAL REQUIREMENTS RESPONSE TABLE			
Number	***Requirements and Questions***	***Meets Requirement /***	***Comments and Responses***
2.1 - Solution Architecture			
2.2 - Data Protection and Recovery			
2.2.1	Describe data protection and recovery functionality provided by the proposed solution.	Y	The APEX call handling solution is deployed within AWS GovCloud as redundant active-active instances with high availability. Within the AWS GovCloud US East and West regions (geographically diverse locations), six Availability Zones (specialized AWS data centers) host the service instances. These Availability Zones are interconnected with high bandwidth, low latency networks that allow call state and other critical data to be replicated in real time. This infrastructure provides resilience to failures of APEX instances as well as failures of entire Availability Zones without the loss of call signaling or media from the ESInet service provider or to the APEX client application. In the unlikely event that an entire region has failed (three Availability Zones), the APEX system provides disaster recovery capabilities to the surviving region (e.g. East or West). In this instance, network routing logic is updated, the APEX client applications are redirected, and existing calls are re-presented to the PSAP. This provides remote survivable capabilities with the same features, capacity, and availability for long durations until normal regional operations are resumed. Disaster Recovery capability is included with APEX at no additional cost. APEX is designed to take full advantage of the complete scale of AWS, while enforcing restrictions to compute resources, data transmission, and data storage to within the US only.
2.3 - System Management			
2.3.1	Describe the management software used to administer the solution, its components, and additional equipment, the platform software runs on, and the method by which it is accessed.	Y	All management functions reside in our Control Center platform, which is accessed using a desktop computer or laptop and a chromium-based web browser through an encrypted connection via the internet and multi-factor authentication.
2.3.2	Describe how the individual components can be monitored for system-health and if alerts can be generated when certain thresholds are reached, or system failures occur.	Y	Carbyne's cloud infrastructure and its microservice ecosystem are monitored 24/7/365 by Carbyne's Network Operations Center (NOC) team. The infrastructure is integrated into multiple notification platforms, which will trigger Priority 1, 2, or 3 alerts based on the alert type and severity, which triggers the proper workflow to restore the PSAP functionality based on Carbyne's Service Level Agreement. The monitoring platform will alert in real time or near real time, to eliminate and avoid any service degradation on the infrastructure, end points and third-party integrations operating alongside the solution.

2.3.3	Describe, if any, software or tools available to continually monitor performance.	Y	The Carbyne platform is proactively monitored by the Carbyne NOC team 24/7/365. The monitoring solution utilizes inputs from various sources including cloud services, endpoint logs, syslog, keepalives (reachability), and SNMP, including any physically connected device or software. These inputs are consolidated and aggregated into a near real-time system view dashboard that displays overall system health and supports drill down into specific functional components. This system view dashboard is a secured browser-based application. With authenticated access, the system view dashboard is accessible from all major web browsers, including mobile devices. In addition to the Carbyne cloud infrastructure, the CPE POI and CPE PSAP equipment will be monitored. Key Performance Indicators combined with custom thresholds per service level agreement requirements, will be configured to provide availability and other relevant metrics in support of service level agreement requirement reporting. The following software is utilized by the NOC team: • Datadog - Monitoring platform to monitor Carbyne cloud infrastructure and end points keepalives • Rollbar - Monitors Carbyne micro-services health and status • OpsGenie - Instant notification platform for Priority 1 and Priority 2 service degradations • Slack - Notification platform which identifies and notifies the NOC of any issues and its severity to the relevant channel • AWS CloudWatch - Log and dashboard analysis platform
2.4 - Support			
2.4.1	Describe the available customer/technical support services. Include with this description a detailed methodology for handling the following: support hours of operation, help desk call triaging, diagnosis and response times, help desk access methods (telephone, email and web), technical support resolution, and SLAs.	Y	The Carbyne NOC staff operates 24/7/365 to monitor solution system health including: • Cloud services and infrastructure • Carbyne platform • Integrated third-party platform services The NOC can be reached via email, a secure customer internet portal, or by phone. The NOC Engineering team will dispatch and alert support teams worldwide in an automated “follow the sun” mode. This process is designed to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our support services obligations. The initial triage to provide support services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions, and restore the platform or software (as applicable) to its functional state. The NOC engineer will gather as much information as possible to understand the immediate need for escalation to avoid any delay with service restoration. The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to a defined escalation flow. The Escalation matrix is included in our response for review. Carbyne has included a copy of Service Level Agreement for review.
2.4.2	Describe how software, OS, and firmware upgrades are released and installed. What is the typical frequency of these releases?	Y	Carbyne makes platform upgrades available at no additional cost, typically four (4) times a year (“Quarterly Release”), during the Maintenance and Support Period. These upgrades generally include newly released versions and “Hot Fixes” but may exclude new features that are made available separately. Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal. Firmware upgrades are provided by the relevant Carbyne vendors. Carbyne will test in our lab, to simulate a full hardware and software flow, during and after the deployment. Manual and automatic full call flow tests are conducted to ensure functionality. To deploy the firmware at the customer site, a Change Management Plan is created by Technical Support based on the customer network layout, then reviewed and approved by Professional Services. Firmware upgrades are typically completed remotely, yet some may require a physical presence by an on-site engineer. We will download and install Operating System updates for Carbyne-provided workstations or computers which have APEX installed. We are not responsible for any other workstations or computers. We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.
2.4.3	Indicate if an active support contract is necessary to receive updates.	Y	Carbyne APEX is a SaaS model and updates are included in the subscription fee.

2.4.4	Describe the problem escalation process used to ensure the quick resolution of problems. Include the typical time frames that invoke the next levels of support	Y	Carbyne cloud infrastructure, microservices, and end-points are monitored proactively by third-party monitoring software solutions which are integrated with a multiple notification platform, triggering alerts based on the severity to the relevant parties. Carbyne's support level descriptions, including time frames, are documented in the Carbyne Service Level Agreement.
2.4.5	Describe the support provided in the event of a disaster that required the replacement of the entire proposed system.	Y	Based on the project plan, Carbyne may suggest to install the solution on top of a PC that is not part of the customer network or location (for example a laptop). By connecting to a pre configured VPN (tested prior the Go Live date), the emergency operator will be able to launch APEX and continue to process calls until a permanent solution (or a workaround, e.g., UPS or a generator) to the original location is implemented, ensuring processing calls through the Carbyne solution is stable with no potential service degradation.
2.4.6	Indicate if any components of the proposed solution are exempted or excluded from the provided SLA.	Y	All components provided (directly or indirectly) by Carbyne are listed inside Carbyne's Service Level Agreement.
2.5 - Integrations			
2.5.1	Describe the platforms that the solution has native integration capabilities.	Y	Please see the solutions listed below: • SIPREC with metadata for integration with media recording systems • SIP trunk for integration with administrative PBX systems • CAD integration via NENA-STA-027.3-2018, section 3.3, and delivered as serial over IP or as RS-232 • Android ELS and iOS HELO DBH location information • i3 Additional Data and Text to 9-1-1 • Cloud-to-cloud integration with GeoComm Maps (ESRI authoritative data) • Carbyne ECaaS RESTful API (HTTPS, JSON, JWT)
2.5.2	Provide virtualization technologies supported	Y	The entire backend of APEX is virtual running in AWS GovCloud as a cloud-native service. In an NG ESInet environment, the only physical components onsite at the PSAP location are: • APEX client application (supported Windows PC hardware that meets minimum requirements) • Network handoff (managed NG firewall and other network interface devices) • Optional IP-to-serial protocol converter for legacy CAD or Mapped ALI systems
2.6 - Automation / API Capabilities			
2.6.1	What, if any, automation capabilities or modules are compatible with your system (e.g. Ansible, Chef, Puppet, etc.)	Y	• Automated Abandoned Callback (relevant from 2024/Q3) - the ability to dialback automatically through a bot to the abandoned number and prompts the callers to type the relevant DTMF response to indicate if they would like to be forwarded to an agent or disregard their call. • Emergency Call Triage - Using advanced AI to Triage calls so your call center can focus on the calls that need assistance! • Carbyne uses a set of API (as explained in the answer to question 3) to be able to send and receive data to/from external applications to Carbyne services.
2.6.2	What, if any, scripting languages have existing modules to interact and administer the proposed solution.	Y	We use our internal scripting languages. It's confidential. We cannot share this info.
2.6.3	Provide details or link to documentation for any API that the proposed	Y	These are the API that our solution exposes: 1. Webhook integration (Records Service API) - To obtain Carbyne data event session data during a current
2.7 - Reporting and Alerts			
2.7.1	Provide sample default reports that are generated by the solution and describe the method they are generated and made available to the administrators.	Y	Cloud infrastructure status Circuit connectivity status Overall AWS Health Region Microservices SLA uptime status 3rd party vendor healthcheck status Endpoint computer keepalive Endpoint computer resources status (RAM/CPU) Overall PSAP stations count PSAP hardware uptime (SNMP)
2.7.2	Indicate how administrators can be alerted of component failure, system instability, or service unavailability.	Y	The Carbyne NOC will proactively inform one or more of the County's contacts as requested. An alert will be sent via multiple notification platforms, indicating the alert type, customer name, impacted component, location, severity, and the dashboard monitor URL. The notification will also include a reference to the procedure the NOC team will follow to resolve the issue. Monitoring services offer administrators remote visibility of APEX, through a managed dashboard hosted by a third party (currently operated by Datadog). By using the monitoring services, administrators will receive up to date information regarding APEX health, such as usage insights.

2.7.3	Indicate if and how the Support organization is alerted of system instability, or service unavailability and which support process is triggered by these alerts.	Y	The notification alerts are triggered by the severity of the issue being reported. The Carbyne NOC team will receive the following types of notifications for: • Critical (P1) issues - OpsGenie alerts, SMS message, bot phone call, email, Slack alert via webhook from Datadog • Major (P2) issues - Email and Slack alert via webhook from Datadog • Minor (P3) issues - Email and Slack alert via webhook from Datadog • Other (P4) issues - Email and Slack alert via webhook from Datadog Support process involves an immediate alert evaluation, escalation to high tiers, virtual internal bridge, direct communication with the PSAP (and/or escalation contacts), and a message in Carbyne's private status page.
2.8 - Additional Features and Capabilities			
2.8.1	Provide any value-add features available for the proposed solution.	Y	Carbyne has the included the following value-add features available: **Translation/Transcription**: Carbyne includes automatic two-way voice translation as an added benefit to your SMS translation. This AI powered audio language translation includes visual translation for call-taker, translation from call-taker to caller, coverage across multiple languages, and automatic language identification. This service helps to decrease the amount of processing time for foreign language calls creating efficiencies and enabling responders to get to the scene faster. **Responder Connect**: Responder Connect enables first responders including Police, Fire, and Emergency Medical Services (EMS) to gain situational awareness of an emergency incident even before they arrive on scene, via live caller video, dynamic location (including speed, floor, altitude accuracy), and more. The Responder Connect link can be sent directly within Apex and works without requiring an app download and can be used without a password unless required by your organization. Responder Connect also allows video playback during or after the call to review crucial details. **Video Wallboard**: Video Wallboard is a cloud-native emergency response visualization solution that live streams citizen video, supporting multiple streams, audiovisual alerts, recent call playback, pinpoint caller locations, and more. Video Wallboard provides one screen containing up to 6 live stream videos across your jurisdiction at one time allowing for incident triage and improvement of response efficiency. **APEX Emergency Call Triage**: Leveraging artificial intelligence (AI) on both the call-taking and call-analysis, Emergency Call Triage helps when call volume spikes due to major incidents ensuring callers who are truly experiencing emergencies get through to a live call taker faster. When a surge in call volume is detected following an incident, the system automatically begins to triage calls, advising callers that the PSAP is aware of the incident and allowing your call center to focus on the calls that need assistance. During major incidents, Emergency Call Triage will help Oakland County mitigate staffing challenges, reduce redundant and abandoned calls, get to callers in need faster, and decrease call in queue.
2.8.2	Provide documentation for any required functionality that must be custom-developed in their core product to meet the requirements of the RFP. If a required feature must be custom developed, Bidders must describe below and must clearly identify the feature, and if there is an additional fee, the cost in Tab 5.1 Price Proposals.	Y	Carbyne is responding to the County with our APEX call handling solution which offers a comprehensive set of features. Custom-development is not part of our proposed solution.
2.9 - Funding Models			
2.9.1	Provide details on available procurement models available for the proposed solution. Include costs for these options in Tab 5.1 - Price Proposal Content, Tab 5.2 - Price Proposal Content, or as alternate proposals.	Y	Carbyne offers our customers flexible procurement models that include milestone payment options during deployment as well as annual or upfront invoice options.
2.9.2	If SaaS is an available option, provide details on typical or standard contract length and terms.	Y	Our standard contract lengths are five years. Carbyne will invoice for subsequent annual subscription fees upon each anniversary of the Cut-Over Date for the remainder of the subscription term. All invoices are due Net 30 days from the date of the invoice. If the County requires a Purchase Order, please send any purchase orders to FinanceUS@carbyne.com.

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name **Carbyne, Inc.**

1. LICENSE REQUIREMENTS RESPONSE TABLE

Number	*Requirements and Questions*	*Comments and Responses*
1.0	Indicate if any licensing is required for the proposed solution, and how those licenses are quantified and measured (E.g. per user, per storage unit, etc.).	The Carbyne APEX solution utilizes a concurrent subscription licensing model to fulfill the requirements in Amendment 3 (Appendix C - Amended, CPE Positions). The proposed solution includes all concurrent subscription licenses for the "Always Active Count" (67 licenses), plus additional installed licenses for the "Current Total Count" (94 installed workstations). This model provides the County the flexibility to fully utilize all 67 concurrent licenses during periods of normal capacity, and then scale up additional positions (up to the installed max of 94) during times of temporary increased demand or for backup / training purposes.
2.0	Bidder shall provide any and all applicable license agreements.	Carbyne has included our standards terms and conditions in our response package for the County's review.
3.0	Bidder shall provide any and all applicable support and SLA agreements.	Carbyne's Service Level Agreement is included in our response package.
4.0	Bidder shall provide any and all applicable Software documentation.	Control Center User Guide and APEX User Guide is included in our response package.

5.0	Provide explanation of Software release/patch cycles.	Carbyne makes platform upgrades available at no additional cost, typically four (4) times a year ("Quarterly Release"), during the Maintenance and Support Period. These upgrades generally include newly released versions and "Hot Fixes" but may exclude new features that are made available separately. Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal. Firmware upgrades are provided by the relevant Carbyne vendors. Carbyne will test in our lab, to simulate a full hardware and software flow, during and after the deployment. Manual and automatic full call flow tests are conducted to ensure functionality. To deploy the firmware at the customer site, a Change Management Plan is created by Technical Support based on the customer network layout, then reviewed and approved by Professional Services. Firmware upgrades are typically completed remotely, yet some may require a physical presence by an on-site engineer. We will download and install Operating System updates for Carbyne-provided workstations or computers which have APEX installed. We are not responsible for any other workstations or computers. We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.
6.0	Indicate if the licenses are perpetual or for a finite duration of time.	The licenses are valid for the contract term.
7.0	Describe how the proposed solution operates in the absence of a valid license and/or an active support contract.	In the absence of a valid license and/or an active contract, Carbyne will work with the County to select a date to terminate solution operations.
8.0	Provide any Warranty that is included or part of the proposed solution	The solution is warranted to substantially meet the product documentation for the duration of the term. Hardware will be warranted for one year.
9.0	Indicate what, if any, third party software and/or hardware components are required for the proposed solution	Carbyne is proposing GeoComm Maps, which is included in our offered solution.

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name **Carbyne, Inc.**

ARCHITECTURAL REQUIREMENTS RESPONSE TABLE

Number	*Category*	*Requirement*	*Explanation*
1.0 Environment and Technology			
1.1	**Deployment Model**	Describe the deployment options for your solution: Bidder hosted (SaaS), Oakland County hosted, hybrid, etc. Which method are you recommending in this response?	Carbyne is proposing a Bidder Hosted (SaaS) solution.
1.2	**Discrete Environments**	Other than Production, what environments are you providing with your proposal (QA, Staging, Dev, etc)? How are application changes and configurations tested prior to production implementation?	Only a production environment is provided to the County. Carbyne utilizes three different environments for testing: Development, QA, and Staging. Carbyne's development process is based on CI/CD, continuous integration (CI) and continuous delivery (CD). Any new major features or capabilities go through a longer test cycle via our early access program. Prior to production implementation at the County, Carbyne will complete Carbyne APEX Readiness Testing (CART) which will address all solution related hardware, software, network components, environment items, etc.
1.3	**DNS Requirements**	Do you support custom domain for application access. If so, provide details required for Oakland County to support custom URL/DNS application access. Include any certificate requirements of Oakland County to support a custom domain.	Yes, Carbyne can leverage public DNS servers including Akamai, Cisco Umbrella, and Quad9. Carbyne's DNS servers are hosted by AWS Route53.
1.4	**Ports and Protocols**	Other than TCP/443, please detail any additional ports and protocols that are required for user access or system integration.	Please refer to section 5.5 of the attached Carbyne APEX System Requirements & Solution Reference document (file name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference).
1.5	**Bandwidth Requirements**	Does your solution have any specific bandwidth requirements? If so please provide the requirements.	Please refer to section 4.3.2 of the attached Carbyne APEX System Requirements & Solution Reference document (file name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference).
1.6	**On-Premises Infrastructure**	Describe any on-premises infrastructure that will reside in the Oakland County Datacenter. If applicable, Provide estimated number of servers, software (include versions), compute, memory, and disk required. Provide a RACI for these components to clarify Oakland County's ongoing responsibilities.	The proposed Carbyne APEX solution operates from AWS GovCloud U.S (East and West) as SaaS with no server (compute) or storage infrastructure required in the Oakland County Datacenters. The planned network equipment at Kentwood (U.S. Signal) and Southfield (TelNet / EdgeConnex) is fully monitored and managed by Carbyne. This equipment provides network connectivity between the Oakland County PFN ESInet and the Carbyne AWS cloud services.
1.7	**Network Requirements**	Describe any additional vLANs in the Oakland County Datacenter that are required for your devices.	Carbyne supports 802.1Q VLANs to segregate traffic on the local network segment. Carbyne anticipates separate VRF within the PFN ESInet for 9-1-1 ingress from the InDigital NGCS and for APEX call handling system egress to the connected Oakland County PSAPs.

1.8	**Technical Diagrams**	Provide a high level architecture diagram of your solution and the user interaction. If your solution is Customer Hosted, please provide a detailed architecture diagram.	A high-level architecture diagram of the proposed Carbyne solution is included in section 4.5.1 Common Call Handling Requirements - Architecture.
2.0 Application			
2.1	**Application Access**	Describe all the ways the user can access application functionality. Browser based, API, Native Mobile App, Virtualized Application, Thick Client etc. If additional software install is required please: 1. Provide the Licensing model. 2. Installation Process and user permissions required. 3. Hardware and Software requirements. 4. Maintenance and Updates.	The Carbyne APEX client is a Windows application that installs securely on Commercial-off-the-shelf (COTS) workstation and laptop devices. Installation credentials are captured as an encrypted token to ensure only authorized devices are permitted to process calls for the PSAP. Laptop devices can be configured with Two-Factor Authentication (2FA) utilizing time-based one time password tokens. Laptop devices can utilize standard Internet, FirstNet, or StarLink connections to process 9-1-1 calls with the same capability as workstation installations at the PSAP. This provides flexibility to operate in temporary remote backup locations, mobile command vehicles, work from home (WFH), etc. The Carbyne APEX client application is updated automatically via push notifications from the Carbyne cloud. This provides a simple and efficient method to maintain and update all call handling positions (fixed workstation and mobile laptop) for the PSAP.
2.2	**Supported Browsers**	If solution supports browser based access, describe the browsers and version(s) you support.	Control Center supports browser based access. The latest versions of Google Chrome and Microsoft Edge are supported. Support for an additional browser(s) and version(s) can be developed upon request from Oakland County.
2.3	**Browser Requirements**	Please list any browser plugins, extension and add-ons that are required or recommended.	Control Center supports browser based access. There are no required or recommended browser plugins, extension, or add-ons.
2.4	**Application User Access**	Describe the different user Access Types supported by your application. Example: Authenticated Users, Anonymous users, etc.	APEX users are registered active users created in Control Center or external IDP via SAML 2.0 integration
2.5	**Application User Authentication**	The County uses Okta as our enterprise Identity Providers (IDP). We leverage Okta to provide SSO Authentication via SAML 2.0 or OIDC to all applications. Describe in detail how you support SSO via an external IDP for user authentication? If the application does not support authentication with an external IDP, please provide full details on your user store and authentication model. Note: Additional review and exception approvals will be required of any solution that do not support an external IDP.	Carbyne systems can be accessed using SSO based on SAML protocol (NENA standard protocol) and name ID format (users are created manually through Control Center based on the email they have in IDP). This integration is for authentication only and not to manage users on our system directly through the IDP. Authorization is managed based on the user assignment in Control Center.

2.6	**User Provisioning**	Do you support SCIM or JIT for user provisioning into your solution. If not, describe in detail the user provisioning process.	We support an SSO integration based on SAML for user authentication only. This does not currently include the user provisioning. Please refer to the section "User Management" in the attached Control Center User Guide for details regarding the user provisioning process. File name: Appendix A_Tab 4.5_Q 2.6_Control Center User Guide
2.7	**Role based access**	Do you separate standard user access from admin user access?	Carbyne APEX provides role-based access control. This applies to both the APEX call handling application as well as Control Center, which is used for user management, contact list maintenance, events history retrieval, analytics / reporting, and contact center wallboard displays. The call handling solution has preconfigured roles: Call Taker, Trainer, Administrator, Wallboard, Responder. These roles are assigned to the user. Each user will have one set of login credentials. Call Taker: access to APEX capabilities to handle emergency and non-emergency calls. Trainer: full access to all APEX capabilities, including barge, call monitoring and whisper capabilities, to handle emergency and non-emergency calls. Administrator: full access to APEX capabilities, including barge, call monitoring and whisper, to handle emergency and non-emergency calls. Full access to the Control Center administration and applications. Wallboard: access to wallboard displays. View only. This role is only relevant if a Wallboard display is configured to your communications center. Responder: full access to Carbyne Responder Connect. View only. This role is only relevant if Responder Connect is configured for login with username and password for your communications center. Admin users have the ability to assign roles, limit access, and grant access to different permission settings to each individual using APEX and/or Control Center.
2.8	**Application and Data Segmentation**	What method is employed to segment Oakland County application and data from other customer implementations?	Carbyne uses a multi-tenant environment, with shared infrastructure such as compute resources. Each customer's application traffic and data is segregated from other customers using security and ID keys to ensure logical separation.

2.9	**Batch Processing/Automations**	Describe any batch processes or automations required by your application. Include any external integrations to your system and respective security controls.	The APEX application does not require any batch processes or automations. Some of our external integrations include ECaTS for analytics and reporting, audio arbitration via the radio console, SSO integration, and InDigital's Text-2-911. Carbyne's application is based on Amazon Web Services (AWS) as an Infrastructure as a Service (IaaS) provider. The application leverages orchestration platforms like Kubernetes to automate the deployment, scaling, and management of containers. Carbyne is committed to the protection of confidentiality, integrity, availability, and privacy of customer's data and to their service continuity. The Carbyne cloud service is based on AWS, which provides top industry security measures and is compliant with certifications like SOC2+, ISO 27001, HIPAA, and CSA STAR Level 1.
3.0 Business			
3.1	**Compliance**	Describe the legal standards, if applicable, with which your solution complies (e.g., CJIS, FEDRAMP, HIPAA, PCI, SOC 2, etc.). Provide any applicable compliance documents.	AWS GovCloud utilizes services and processes that are certified compliant in many governing programs, such as Criminal Justice Information System (CJIS), and FedRAMP. In addition, Carbyne is actively engaged in compliance of our own cloud services. • Current Compliance Certifications • SOC 2 + HIPAA • ISO 27001 • CIS Benchmarks
3.2	**American Disabilities Act**	Does the application meet Americans with Disability Act (ADA) requirements WCAG 2.0?	Yes. Carbyne can supply a copy of our VPAT report with a fully executed Non-Disclosure Agreement.
3.3	**Recovery Time Objectives (RTO) & Recovery Point Objectives (RPO)**	Describe your standard Recovery Time Objective (RTO) and Recovery Point Objective (RPO) of the solution.	Carbyne warrants its service to its service level agreement (SLA). The SLA includes a disaster recovery (DR) plan for the Carbyne production service with a minimum recovery time objective (RTO) of 4 hours and a minimum recovery point objective (RPO) of 12 hours. The RTO is measured from the time Carbyne production service becomes unavailable until it is available again. The RPO is measured from the time the first transaction is lost until the Carbyne production services become unavailable.

3.4	**Availability**	Describe your architecture in terms of redundancy / High-Availability. In order to provide maximum uptime of your system, describe the redundancies and controls that you have in place to meet SLAs. Examples: Unexpected load or demand, system component failure, hosting or infrastructure failure.	AWS data centers are built in clusters located in various regions. All data centers are online and serving customers; no data center is "cold." In case of failure, automated processes move customer data traffic away from the affected area. Core applications are deployed in an N+1 configuration, so that in the event of a data center failure, there is enough capacity to enable traffic to be load-balanced to the remaining sites. Each availability zone is designed as an independent failure zone. Availability zones are all redundantly connected to multiple tier-1 transit providers. Distributing applications across multiple availability zones provides the ability to remain resilient in the face of most failure modes, including natural disasters or system failures. Carbyne's infrastructure utilizes multiple instances which are deployed in multiple availability zones, behind a Load Balancer that routes traffic among these instances. All instances will be available to receive traffic, as they are constructed in an Active/Active architecture.
3.5	**Monitoring and Alerting**	Monitoring and Notifications: When a individual component or system wide outages occurs - What methods do you support for providing the outage notification and status of service restoration i.e. public status page, RSS, web hooks, SMS, email, Teams Channel, etc.?	Carbyne currently supports the following communication methods. • PSAP communication (via direct phone call) • Email (after submitting a ticket to the PSAP entity) • Webhook auto alert from our monitoring platform to a dedicated email or other alerting method (e.g., PagerDuty) • Support status page (located at the Carbyne Zendesk portal) • Google Meet (in case a virtual session is needed); Customer may suggest any additional communication method.
3.6	**SLA / Support**	Describe the process for submitting support tickets. Provide methods of accessing Support Portal (if any).	The County may communicate with our Support Services team by email (support@carbyne.com), a secure customer internet portal, or by phone (US Support (24/7) - +1 (888) 246-5608). All communications related to Support Services will be in English unless otherwise agreed upon for specific customers. Please refer to Chapter 3 in the Service Level Agreement document included in our response.
4.0 Data			

4.1	**Data Encryption**	Describe how you protect application data in transit and at rest.	Carbyne encrypts customer data at rest in the database with no impact to functionality. It utilizes the native capabilities of the database engine to encrypt data as it is written to the database and decrypt as it is read from the database using industry standard Advanced Encryption Standard (AES) algorithm with a key size of 256 bits. This technology, often called Tablespace Encryption or Transparent Data Encryption (TDE), is fully transparent to the customer and to the application. When using Database Encryption, all data is encrypted, including attachments, logs, and backups. File attachments are encrypted by the application prior to being saved to disk, and only decrypted on the fly when requested back. Full disk encryption is provided via self-encrypting hard drives with AES-256 bit encryption. This delivers “at-rest” protection focused on preventing data exposure through the loss or theft of hard disks holding customer data. Using the full disk encryption does not impact the performance or functionality of the application. Portable devices such as laptops are encrypted by a full disk encryption with pre-boot authentication. The web traffic between the end users and the servers is encrypted using TLS 1.2 or higher (HTTPS) up to AES-256 depending on the user’s browser cipher suite support. Carbyne SSL X.509 CA certificates are generated with RSA 2048 key size and SHA-256. This secures network traffic from passive eavesdropping, man-in-the-middle attacks, active tampering and forgery of messages.
4.2	**Data Export**	Describe how Oakland County can get a Full Export of the data.	The Carbyne Control Center platform offers the ability to export data as well as interactive dashboards, including but not limited to, call-related, agent-related, text, etc. For a data full export, the County will need to submit a formal request to Carbyne Support Team. Exported data will be grouped by Event-ID.
4.3	**Retention**	Describe the data retention and purge policies for your solution.	Carbyne's standard data retention period is two (2) years. The County can decide what information is stored, how it is used, and how long it is retained within the Carbyne application. Carbyne does not delete or modify customer data during the mutually agreed data retention period, and only processes data in accordance with its contractual obligations and the County's configuration of their instance.
5.0 Product Lifecycle			

5.1	**Product Roadmap**	Describe or provide your product roadmap.	Product Roadmap for 2024: • Automated Abandoned Callback - Develop an automated bot that dials back to abandoned calls (this capability is added to the AAS capability that is already in GA) • ECaTS Integration - Allow posting of Carbyne APEX calls data (aka CDR) and agent data, to ECaTS servers, to be later on viewed in ECaTS generated reporting system. • UX/UI Overhaul – enhance our UX/UI solution for APEX and Universe. • SBC Transition – Replace current SBC solution with a more advanced SBC that contains more capabilities and configurations. • Custom Roles for APEX and Universe customers - include the ability to give more granulated permissions (Full permission, View only, Edit only, Specific actions - allow/prevent) for each CC section (User & Roles, Contacts & Groups, EH, Analytics, Wallboard, Customer Configurations Page, Activity Log etc. • APEX Site Management - having an automatized procedure / UI to control Apex creation and maintenance (first step is allow queues configurations) • Build an OIDC (OpenID Connect) infrastructure - OpenID Connect is an interoperable authentication protocol based on the OAuth 2.0 framework of specifications. It simplifies the way to verify the identity of users based on the authentication performed by an Authorization Server and to obtain user profile information in an interoperable and REST-like manner. • Warm (Attended) Transfer – be able to consult a third party in a conference call while the caller is on hold and then merge the caller into the call. • Agent Greeting - Support automated voice greeting
5.2	**Change Requests**	How do you handle feature requests or customization requests with your system?	The County can submit a feature request through the Carbyne Customer Success team. Each feature request is reviewed and examined by one of our Product Managers. If additional information is required from the County, a follow up meeting will be scheduled. Feature request decisions are communicated with full transparency.

5.3	**Application Updates**	How often do you have major and minor releases? How are releases communicated? How are they applied? For any included components (Java/JRE. 3rd party libraries, etc.), how does your releases cycle include updates to these?	The Carbyne APEX solution is a SaaS model, where backend AWS GovCloud infrastructure is continuously updated. The APEX license includes all maintenance updates (new features, performance improvements, bug fixes, etc.) throughout the life of the contract. Updates to the APEX application are also included in annual subscription fees. APEX is updated once a quarter ('Quarterly Release'), combining an agreed internal scope of bug fixes and new features. These releases will be communicated to the County via your assigned Carbyne Customer Success Manager (CSM). The CSM will share the Release Notes prior to every update. These updates are pushed to specified PSAPs based on preference and schedule. Once a workstation update is ready, an application notification is acknowledged to either apply immediately, or defer until the next login/shift. The APEX client utilizes an embedded install / update package that contains all required run-time and third-party application libraries.

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name **Carbyne, Inc.**

IMPLEMENTATION SERVICES RESPONSE TABLE

Number	*Requirement*	*Explanation*
1.0 - Implementation Services		
1.1	Attach a typical implementation plan including Tasks, Owner of Task (Bidder, Oakland County) and Timeline. The following phases should be identified: - Project Management: Contains activities to manage the project. Project Roles, Resources, and Responsibilities" - Technical Design and Installation: Contains activities for solution configuration. - Security: Contains activities for establishing and maintaining security controls. - Testing: Contains activities to evaluate the functionality of the product with an intent to find whether the product met the specified requirements or not and identify the defects to ensure that the product is defect free to produce the quality product. - Education, Marketing, and Policies: Contains activities for training and promotion. - Implementation: Contains activities for solution launch and disaster recovery. - Post Implementation Support: Contains activities for solution support.	Please find attached the template project plan for a typical APEX deployment (file name: Appendix A_Tab4.6_Q 1.1_Carbyne APEX Project Plan Template).
1.2	Provide your typical project implementation duration and timelines.	For a typical project implementation duration for a single PSAP with no complexities, the overall duration is approximately six (6) months. Biggest challenges that impact project timelines are: new feature development required prior to cutover, connectivity (both legacy/ESINet and PSAP last mile) and customer third-party engagement/collaboration. Carbyne cannot control the connectivity and customer third-party deliveries, so this can potentially impact the overall timeline.

1.3	Based on the proposed solutions, what is Oakland County's role(s) in supporting the implementation.	Based on the proposed solution, the County's role(s) in supporting the implementation is expected to be participation in all project meetings with an assigned project liaison for each PSAP project as well as provide technical resources with knowledge of and access to the current system environments. Carbyne also expects the County to manage their third party vendors including 9-1-1 connectivity carrier, CAD, Voice Recorder, etc., to ensure their readiness for integration.
1.4	What type of Bidder access is required during implementation?	Carbyne typically requires access to the following representatives / entities / infrastructure: • Oakland County overall Project Manager • PFN ESInet hand off (cross connect) at the Southfield and Kentwood datacenters, and Network Engineers • InDigital NGCS Interface Control Document (ICD), and Technical Engineers • PFN ESInet hand off at each county PSAP, and Network Engineers • PSAP Director, Project Manager, IT Manager, Communications Center Manager, and personnel requiring training • Point of Contact for all identified third party integrations (e.g. Media Recorder, CAD, Admin PBX, etc.) • PSAP back room (network equipment) and front room (APEX client workstation) for hardware / infrastructure installation
1.5	What is the method for testing your software and data prior to live rollout?	Carbyne's development process utilizes CI/CD, Continuous Integration/Continuous Delivery. All software is tested prior to live rollout via automation and manual Quality Assurance at each cycle. Carbyne has three different environments for testing: Development, Quality Assurance, and Staging. Carbyne software goes through multiple cycles that include quality, stability, security, reliability, and load testing before reaching Staging. Any major new feature or capability goes through out early access program, that provides a longer test cycle.
1.6	How is system documentation provided? For example, digital, hardcopy, etc.	All product documentation (user guides, release notes, system requirements, configuration guides, etc.) are provided as PDF files.

1.7	Is training provided with implementation? If so, is it Instructor-led Training, Web-based Training, or both? If separate cost for each training method, please specify.	Yes, training is included with the proposed solution along with the following Customer Success services: • APEX on-site-instructor-based training (pre-cutover, tailored to the County PSAP call flow) • APEX refresher training via on-site-instructor-based and Learning Management System (LMS) - Quarterly • Implementation / post deployment visit - On-site • Customer Success Meetings / Checkup - Bi-weekly • Usage Reports - Bi-weekly • Customer Success Manager Visits / Business Review - Quarterly (On-Site) • Early Access Program (Beta testing) - Available as an included option • Newsletter (Marketing) - Quarterly • Executive Report - Monthly • Customer Advisory Group - 1 Member Included as an option • Marketing Videos - Available quarterly as an included option
1.8	Describe the process and procedures for loading existing Oakland County production data into your system.	Carbyne can support a batch upload of Oakland County's contacts upon request. Contacts, speed-dials, groups and users can be manually loaded into Control Center.

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name **Carbyne, Inc.**

Security Requirements Response Table

Number	*Category*	*Requirement*	*Explanation*
1.0 - Application Security			
1.1	**Secure Development / Codebase**	Describe how the software is developed using secure coding practices, such as input validation and error checking, to be resilient to common attacks such as SQL injection or cross-site scripting. Describe how you ensure these practices are followed	Carbyne has an established secure software development lifecycle (SDLC) that includes security training, code reviews, and testing. Carbyne uses the following: OWASP Secure Coding Practices Input Validation Output Encoding Error Handling SQL Injection Prevention Authentication and Authorization Secure Libraries and Components Training and Awareness Code Reviews and Static Analysis Testing and Verification
1.2	**Secure Development / Codebase**	Describe how the software is regularly tested for security vulnerabilities, such as through penetration testing or vulnerability scanning through manual and/or automated means.	Carbyne maintains an ongoing risk management process intended to proactively identify vulnerabilities within Carbyne systems and assess new and emerging threats to company operations. Carbyne maintains a vulnerability scanning process both for external and internal systems in the production environment. Carbyne's Security Team performs vulnerability scans at least quarterly and remediates vulnerabilities based on risk. Vulnerability scans are also conducted after any significant change to the production environment as determined by the Head of Security. On an annual basis, Carbyne hires a professional security assessment firm (penetration testers) to identify any vulnerabilities that might affect our product, data, and systems. The scope of these tests covers our infrastructure, application, external network, and internal network. We remediate findings and make the report (executive summary) of findings available for customers to review upon execution of an NDA.
1.3	**Secure Development / Codebase**	Describe how third-party libraries and dependencies are reviewed and tested for security vulnerabilities before being incorporated into the software, as well as how they will be kept up to date with application releases	This is incorporated in the the SDLC during which we continuously review, test and maintain third-party libraries by ensuring: Regularly Update Libraries Verify Library Authenticity Security Assessments Code Reviews and Testing Monitor Security Advisories Limit Library Permissions and Scope
1.4	**Secure Development / Codebase**	Describe how system and application configurations are reviewed and tested to ensure they are secure and compliant with industry standards, for example, Center for Internet Security (CIS), ISO, SANS Institute, NIST, etc.	Carbyne undergoes several compliance audits annually and is verified by third-party auditors to ensure compliance.

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

1.5	**Application Updates and Patching**	Describe how, and how often, patches and updates are regularly released and/or made available to be applied to the software to address known vulnerabilities.	Carbyne is a SaaS solution, hence all software updates, fixes, upgrades, etc. are pushed from the cloud to the workstations. From a user perspective, when the call station is in a quiescent mode, a pop-up will appear on the screen notifying the user of a new version. Carbyne will provide software updates four times a year (aka "Quarterly Release") for the APEX end-user software. When a new release has passed Carbyne QA, it is designated as a General Availability release (GA). Once this occurs, the User is free to execute the update when they are instructed to do so. Since updates, fixes, upgrades, etc. are controlled wholly by Carbyne, we will work with the PSAP staff to arrange the best time to deploy or push these updates to the CPE (e.g. only push the update and make available to end users when training has been completed). Security patches may be released in outside of the scheduled quarterly releases to address known vulnerabilities. These will be based on severity.
1.6	**Application Logging, Monitoring, and Alerting**	Describe how security logs are implemented and monitored to detect and respond to security incidents.	Carbyne uses Amazon CloudWatch and CloudTrail, combined with custom scripts that extract important data from logs and push them to its monitoring services. Carbyne monitors the capacity utilization of physical and computing infrastructure both internally and for customers to ensure service delivery matches service level agreements. We have automated security scans on our network and applications, along with kernel-level monitoring and alerting on servers. A monitoring script runs weekly to validate that code changes were properly reviewed. Certain application and machine logs are retained indefinitely and generally stored in long-term storage in Amazon Simple Storage Service (S3). More verbose machine logs are stored only on the machine that generated them and are generally retained for two (2) weeks. Customer Application Logs The Carbyne customer application instance generates detailed log and audit information. While a user is logged on, all actions and activities are registered, logged and time-stamped. Every transaction created, every status change, every movement through to the next step in a workflow, every addition or deletion of a data item of any kind can be logged when such activity logs are enabled by the customer. As a result, the system can produce a detailed audit trail of exactly who changed what, where and when. This audit trail can be produced in reports on a real-time basis. Log information is stored, like all customer data, within tables in a customer's instance. Since the logs when enabled generate a large amount of data, Carbyne only retains the application log data for a rolling 90 day period within the application and in archive for a period of one (1) year.

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

1.7	**Application Logging, Monitoring, and Alerting**	Describe how the software monitors and logs user activity, as well as any alerting or automatic actions taken by your application based on anomalous user activity (i.e. suspicious activity, repeated failed logins)	Carbyne uses Amazon CloudWatch and CloudTrail, combined with custom scripts that extract important data from logs and push them to its monitoring services. Carbyne monitors the capacity utilization of physical and computing infrastructure both internally and for customers to ensure service delivery matches service level agreements. We have automated security scans on our network and applications, along with kernel-level monitoring and alerting on servers. A monitoring script runs weekly to validate that code changes were properly reviewed. Certain application and machine logs are retained indefinitely and generally stored in long-term storage in Amazon Simple Storage Service (S3). More verbose machine logs are stored only on the machine that generated them and are generally retained for two (2) weeks. Customer Application Logs The Carbyne customer application instance generates detailed log and audit information. While a user is logged on, all actions and activities are registered, logged and time-stamped. Every transaction created, every status change, every movement through to the next step in a workflow, every addition or deletion of a data item of any kind can be logged when such activity logs are enabled by the customer. As a result, the system can produce a detailed audit trail of exactly who changed what, where and when. This audit trail can be produced in reports on a real-time basis. Log information is stored, like all customer data, within tables in a customer's instance. Since the logs when enabled generate a large amount of data, Carbyne only retains the application log data for a rolling 90 day period within the application and in archive for a period of one (1) year.
1.8	**Application Administrative Access**	Describe the password and MFA requirements for administrators, and do they differ from ordinary users.	All accounts require the use of MFA where possible. Password requirements are as follows: • Minimum of twelve (12) characters • Must not be the same as the corresponding user id or user's full name • New passwords must not be the same as any of the last 10 passwords/passphrases used • Passwords must contain characters from three (3) of the following four (4) categories: • English uppercase characters (A through Z) • English lowercase characters (a though z) • Base 10 digits (0 through 9) • Non-alphabetic characters (e.g., !, $, #, %, &)

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

1.9	**Application Administrative Access**	Describe any extra logging, monitoring, or checks-and-balances in place for application administrators in order to audit their access and actions.	The Carbyne platform is proactively monitored by the Carbyne U.S. NOC 24/7. The monitoring solution utilizes inputs from various sources including cloud services, endpoint logs, syslog, keepalives (reachability), and SNMP, including any physically connected device or software. These inputs are consolidated and aggregated into a near real-time system view dashboard that displays overall system health and supports drill down into specific functional components. This system view dashboard is a secured browser-based application. With authenticated access, the system view dashboard is accessible from all major web browsers, including mobile devices. In addition to the Carbyne cloud infrastructure, the CPE POI and CPE PSAP equipment will be monitored. Key Performance Indicators (KPI), combined with custom thresholds per SLA requirements, will be configured to provide availability and other relevant metrics in support of SLA reporting.
1.10	**Application Administrative Access**	Describe the procedures in place for securely storing and handling sensitive data, such as personally identifiable information or financial data, especially as it may be accessible to Administrators of the application.	At Carbyne, protecting our customers' data is our highest priority, so you can focus on the work that matters most to your business. We've established a comprehensive privacy compliance program, aligning our practices with leading international standards and regulations. We foster security consciousness in all employees through our company culture. This culture of trust and transparency sets the tone for the overall attitude, awareness, and importance of safeguarding the information assets of our customers. Through policy statements, codes of conduct, and shared mission and value statements communicated by our leadership team, this awareness is reinforced in our values and behavioral standards. Our leadership team also takes actions to create an environment that encourages taking and giving full responsibility. We emphasize the following principles in the design and implementation of our security program and practices: • Physical and environmental security to protect our applications against unauthorized access • Maintaining availability of our applications • Confidentiality to protect customer data • Integrity to maintain the accuracy and consistency of data over its life cycle • Carbyne utilizes cloud computing service offerings, primarily from Amazon Web Services (AWS) as the core building blocks of the Carbyne platform. AWS manages the security and compliance of the cloud computing infrastructure, and Carbyne manages the security of the software and sensitive data residing in the cloud computing infrastructure. Security Framework & Policies Carbyne's security framework is based on NIST 800-53 and ISO/IEC
1.11	**Session Management**	Describe application session management options, including automatic session timeout after a defined period of inactivity.	After the APEX station is active for 45 hours, a session timeout warning message is displayed. To log out immediately, user can click Logout. To log out later, user can click Later. The logout message is displayed again twice more, every 30 minutes. If the user does not log out after the third notification is displayed, a 30-second countdown begins and the user is logged out automatically. If a call takes place during the automatic logout process, the process is paused and the system acts as if Later was selected. The user will not be logged out automatically during a call.
1.12	**Default Passwords**	Does your application have any unchangeable default passwords?	No. Passwords are set by the user and are valid for 90 days. After 90 days the user is prompted to reset the password. Single sign-on (SSO) is also available.
2.0 - Service Provider Information Security			

2.1	**Organizational Commitment to Security**	Does your organization have a documented Information Security Policy? If so, describe how it is communicated to staff?	Yes, Carbyne has a robust Information Security Policy. We are committed to the protection of confidentiality, integrity, availability, and privacy of our customer's data and to their service continuity. As part of our compliance audits, all policies are reviewed and verified annually internally and by 3rd party external auditors. Additionally, all policies are made available to all employees on the Security Intranet and they are required to read and accept them annually.
2.2	**Organizational Commitment to Security**	Does your organization have a designated individual who is responsible for your Information Security Program?	Yes, Carbyne has a dedicated VP of Information Security and Compliance who manages and oversees the Information Security Program.
2.3	**Personnel Security**	Describe the process in place to periodically screen (background checks, and re-checks) personnel during employment for anyone who accesses Oakland County's Information assets?	All employees go through a background check prior to being hired. This is done by HR as part of the hiring process.
2.4	**Personnel Security**	Describe your information security training for your staff, especially as it pertains to handling information assets of its customers	All staff are required to take an annual security awareness training. Additional training is provided to certain groups based on roles and responsibility.
2.5	**Offshore Personnel**	Describe if/how, you utilize offshore teams for development or support? Please include information about your security process for passing information and code, as well as any background checks performed.	Carbyne uses secure methods for code and information transfer such as VPNs, secure file transfer protocols, and encrypted communications. Carbyne also use version control systems for tracking changes in code and facilitating collaboration. Background checks for all personnel are conducted as part of the hiring process, especially for roles that involve handling sensitive information. These checks can include verification of identity, education, work history, and sometimes criminal records.
2.6	**Offshore Data**	Do you utilize offshore data storage? If so where?	No data is stored offshore. All data is stored and confined to the AWS GovCloud in the U.S.
3.0 - Hosting Environment (for SaaS solutions)			
3.1	**SOC 2 Report**	Do you have a SOC 2 report or equivalent? If so, please provide.	Yes we do. This will be shared separately after after execution of NDA.
3.2	**Environment Security**	Describe how remote access for support and troubleshooting is controlled	Remote access with 2FA is an option, along with Remote VPN connection (also with 2FA).

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

3.3	**Environment Security**	Describe the network security controls (segmentation, firewall(s), Intrusion Detection Systems (IDS) / Intrusion Prevention Systems (IPS), Web Application Firewalls (WAF) etc.) to protect customer data on your network.	Carbyne follows a Zero Trust Architecture (ZTA) model as defined in NIST SP 800-207 for security across the compute, application, and network domains of the APEX solution. The Carbyne APEX containers and microservices running in AWS GovCloud U.S. utilize several standards to secure process execution and safeguard data, including: • Transport Layer Security (TLS) v1.2 or v1.3 where compatible • OpenID Connect (OIDC) • Open Authorization (OAuth) v2 • JSON Web Token (JWT) Network Secure Access Service Edge (SASE) is realized using: • AWS Network Load Balancer (NLB) • AWS Web Application Firewall (WAF) • Session Border Controller (SBC) • Secured SIP Proxy APEX application (workstation) security utilizes the following: • Hypertext Transfer Protocol Secure (HTTPS) • WebSocket Secure (WSS) • Datagram Transport Layer Security (DTLS) • Identify and Access Management (IAM) utilizing strong passwords and Multi-factor Authentication (MFA) Physical Security for Carbyne Point of Interconnect (POI) facilities • Equinix Data Center • Facility entry trap • 24x7 onsite security officers • Biometric readers, fiber vault, CCTV with 30-day retention, motion
3.4	**Environment Security**	Describe other industry standard controls to ensure protection of the environment against ransomware and other malware (viruses, trojans, etc.)	The following controls, combined with a proactive cybersecurity posture and monitoring, help reduce the risk of ransomware and other malware attacks: • Regular Software Updates: Keeping all systems and software up-to-date with the latest security patches to prevent attackers from exploiting known vulnerabilities. • Access Control: Implementing strict access control measures, including multi-factor authentication, ensures that only authorized personnel have access to critical systems. • Firewalls and Intrusion Detection Systems (IDS): Utilizing firewalls and IDS help detect and prevent unauthorized access and potential threats. • Employee Training: Regular training for employees on cybersecurity best practices help prevent social engineering and phishing attacks. • Data Encryption: Encrypting sensitive data both in transit and at rest protect it from unauthorized access. • Regular Backups: Maintaining regular backups of critical data and systems help restore operations quickly in case of a ransomware attack. • Incident Response Plan: Having a well-defined incident response plan ensures that Carbyne can react swiftly and effectively to any cybersecurity incident. • Cybersecurity Frameworks: Adhering to established cybersecurity frameworks, such as those provided by the National Institute of Standards and Technology (NIST), guide the implementation of comprehensive security controls.

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

3.5	**Environment Security**	Describe your change management practices and procedures to ensure no unplanned / untested changes get made to the environment	For a change to be considered, the request must: • Be proposed by an authorized individual usually within the agency impacted by the change. • Undergo a thorough technical review to identify feasibility, direct and indirect impacts, potential compatibility issues and effect on network availability. • Undergo a security impact review. • Be the subject of a cost/benefit analysis. • Be approved is by the appropriate level of management. • Have a priority assigned so that it can be placed in the queue. • Development and QA activities. • Deployment planning and communication • Deployment in production
3.6	**Environment Security**	Describe how data is backed up regularly, stored securely, and tests of restores performed	The Carbyne primary production database is replicated to a secondary database maintained in a separate zone/region. Database and transaction logs backups are collected so that a database can be recovered with the loss of as few committed transactions as is commercially practicable. A full backup is taken from the primary database daily. All backups are written to disk and no tape or removable media is used. Backups of the customer database are encrypted and retained for 30 days. The Carbyne backup architecture is not intended to provide archival records. Customers may retain any downloaded data provided by Carbyne in response to their request for as long as they require in accordance with their policy or regulatory requirements. Disaster recovery is critical to maintaining business continuity in the event of an outage or disaster. AWS provides several options for disaster recovery, including multi-zone and multi-region deployments. Multi-zone deployments automatically failover in the event of an outage, while multi-region deployments require human intervention to switch to a backup region. Both multi-zone and multi-region deployments are active-active, ensuring high availability and minimal disruption to customers.
3.7	**Environment Security**	Describe your identity management lifecycle for user who may have access to the County's application and data, focusing on onboarding and timely offboarding.	Users are created within Carbyne's Control Center User Management. They will be assigned permissions based on roles for access to APEX and/or Control Center (admin users will have 2FA for Control Center). User roles can be updated as needed by the County, including deactivating a user. Identity management can also be achieved through one of our various integrations with SSO solutions. We currently support: • Okta • Microsoft Azure AD • Auth0

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

3.8	**Environment Security**	Describe your vulnerability management program - your processes to ensure vulnerability assessments are periodically conducted on infrastructure, network and applications, and subsequently remediated in alignment with risk posed by the vulnerability.	At Carbyne, protecting our customers' data is our highest priority, so you can focus on the work that matters most to your organization. We've established a comprehensive privacy compliance program, aligning our practices with leading international standards and regulations. We foster security consciousness in all employees through our company culture. This culture of trust and transparency sets the tone for the overall attitude, awareness, and importance of safeguarding the information assets of our customers. Through policy statements, codes of conduct, and shared mission and value statements communicated by our leadership team, this awareness is reinforced in our values and behavioral standards. Our leadership team also takes actions to create an environment that encourages taking and giving full responsibility. We emphasize the following principles in the design and implementation of our security program and practices: • Physical and environmental security to protect our applications against unauthorized access • Maintaining availability of our applications • Confidentiality to protect customer data • Integrity to maintain the accuracy and consistency of data over its life cycle Carbyne utilizes cloud computing service offerings, primarily from Amazon Web Services (AWS) as the core building blocks of the Carbyne platform. AWS manages the security and compliance of the cloud computing infrastructure, and Carbyne manages the security of the software and sensitive data residing in the cloud computing infrastructure. Risk and Vulnerability Management Carbyne has a defined process for managing information security risks. Regular assessments are performed in order to identify security risks and

3.9	**Logging and Monitoring**	Describe the logging and monitoring controls (including SIEM) to identify malicious activity, log information such activity, attempt to block/stop the activity, and to report such activity to customers	Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the Platform system health including: • Cloud services and infrastructure • Carbyne platform • Third-Party platform services integrated with the Platform Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations. As stated in the attached Support Terms, Carbyne also addresses proactive support to maintain the operation of the Platform. Tasks may include the systematic inspection, test, measurements, adjustment, detection, and correction of suspected issues in the Platform and/or Software either before they occur or before they develop into major defects. The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance. We utilize the following logging and monitoring controls to identify malicious activity and log information regarding the malicious activity: • Rollbar - Monitors backend microservices infrastructure • Datadog - Monitors software and hardware (endpoints), alerting automatically once an error threshold has reached, and specifying the error type, station(s), PSAP, and cloud region
3.10	**Incident Response**	Describe your security incident response planning and notification procedures to monitor, react, notify and investigate any incident related to County's assets	Carbyne has established an industry standard security incident response plan. We train our staff to ensure that all potential security incidents are identified and reported in a timely manner. Our security operations team is on call 24x7x365, and we have defined protocols and escalation tiers for the handling of security incidents and, when required by the nature of the incident and applicable contractual commitments and regulatory requirements, for the notification of the affected parties as well as the authorities. Following the resolution of a security incident, the Carbyne security team conducts root cause analysis and, as applicable, implements changes to its technology and procedures to prevent regressions. Carbyne maintains industry standard commercial insurance covering cybersecurity incidents and has engaged external breach services to assist in case of a major security incident.

CONFIDENTIAL - NOT SUBJECT TO FOIA PER MCL 15.243 (1)(U)

Bidder to complete all cells marked as >

This section asks you to provide information on how your solution is priced when provided either as a traditional procurement or "as a Service". Table 1 covers all associated costs for the solution . Table 2 covers pricing for any additional items not covered by the other tables and assumptions made to accommodate this proposal's pricing.

If you wish to provide alternative pricing that does not fit into these tables, add a sheet to this workbook after "6.1 - Price Proposal Content" and name it "6.1 - Alternate 1" and so on.
Bidders should identify inapplicable costs with N/A.

Note:If costs that are NOT listed are subsequently determined by Oakland County or the Bidder to be required, then Bidder shall provide all unlisted costs to Oakland County at no charge beyond annual support fees.

Every Bidder shall provide an itemized Price Proposal. Quote costs for all software and services described in this RFP. Each major component, including integrated software and hardware elements, shall be identified by both common names. Both unit prices and extensions (if applicable) shall be quoted for each component or basic subsystem. All items (such as software interfaces, cables, connectors etc.) needed to achieve the proposed configuration shall be identified and priced. All additional charges (i.e., shipping, installation, insurance etc.) shall be quoted. In addition:

•The cost of system documentation must be included in the total software costs.
•Quote annual costs for the proposed maintenance agreement where applicable. In addition, list cost of training increments included with the system purchase. Quote the cost of additional training increments along with any conditions attached to their purchase.
•Professional services required to satisfy the requirements set forth in the RFP must be identified and costs for these implementation services must be documented.
•Quote a lump sum and hourly rates for implementation services and consulting services that could be enlisted for the implementation of the solution.
•List separately any optional features price, but do not include these optional features in the total system price.
•Specify any discount options associated with the proposal(s). If applicable, State Bulletin prices should be included for reference.

Bidder Name	**Carbyne, Inc.**
Indicate if this proposal is a SaaS Proposal:	**Yes**
Solution Name / Description:	Carbyne APEX Cloud-native Call Handling Solution
Total Cost of the Proposed Solution:	**$ 7,933,137.40**

COST RESPONSE TABLE

Table 1 - Proposed Solution

1.0 - Service Costs

Include any cost options that would be included in the contract terms, such as a comitted rate, burstable capacity rate, etc.

Cost Description	Duration	List Price	Discount	Rate	Total Cost
AESN.01POI - Carbyne POI Service for ESInet and PSAP NNI - ESInet and PSAP Network-to-Network Interface (NNI) at Carbyne Point of Interconnect (POI) Service	Annual	$ 168,674.40		5	$843,372.00
ASIP.01 - SIP Trunk Service for Outbound Dialing - SIP Trunk Service for DID access and outbound dialing	Annual	$ 8,240.04		5	$41,200.20

2.0 - One-Time Implementation & Training Costs

Include all costs to ensure the solution is fully installed and functional.

Cost Description	Duration	Quantity	Price	Discount	Total Cost
AMN.01C - APEX Deployment Package - Countywide system project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover	One-Time	1	$ 113,000.00	20%	$ 90,400.00

AMN.01APL - Deployment Additional Physical Location - Individual PSAP project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover	One-Time	19	$ 10,000.00	20%	$ 152,000.00
AIN.01 - Additional Integrations - CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW	One-Time	19	$ 1,250.00	20%	$ 19,000.00
AIN.01 - Additional Integrations - Motorola radio console audio integration via Carbyne Trigger Module (CTM) device	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration)	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - Okta SSO integration via standard SAML 2.0 interface	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - RapidSOS AML integration	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - InDigital Text to 9-1-1 integration	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - What3Words integration	One-Time	1	$ 1,250.00	20%	$ 1,000.00
AIN.01 - Additional Integrations - PFN ESInet with InDigital NGCS i3 interface integration	One-Time	1	$ 1,250.00	20%	$ 1,000.00
GCM.01GIS - GeoComm GIS Map Data Review and Setup Services	One-Time	1	$ 9,987.78	20%	$ 7,990.22
GCM.01CT - GeoComm Remote Configuration and Training	One-Time	1	$ 12,030.00	20%	$ 9,624.00
ABOM.01 - Hardware BOM for Oakland County Sheriff (20)	One-Time	1	$ 162,801.42	20%	$ 130,241.14
ABOM.01 - Hardware BOM for Southfield (8)	One-Time	1	$ 80,481.27	20%	$ 64,385.02
ABOM.01 - Hardware BOM for Royal Oak (6)	One-Time	1	$ 67,120.58	20%	$ 53,696.46
ABOM.01 - Hardware BOM for Troy (6)	One-Time	1	$ 67,120.58	20%	$ 53,696.46
ABOM.01 - Hardware BOM for Pontiac (6)	One-Time	1	$ 67,120.58	20%	$ 53,696.46
ABOM.01 - Hardware BOM for Farmington (5)	One-Time	1	$ 60,440.24	20%	$ 48,352.19
ABOM.01 - Hardware BOM for Novi (5)	One-Time	1	$ 60,440.24	20%	$ 48,352.19
ABOM.01 - Hardware BOM for Waterford (5)	One-Time	1	$ 60,440.24	20%	$ 48,352.19
ABOM.01 - Hardware BOM for West Bloomfield (5)	One-Time	1	$ 60,440.24	20%	$ 48,352.19
ABOM.01 - Hardware BOM for Bloomfield Township (4)	One-Time	1	$ 53,759.90	20%	$ 43,007.92
ABOM.01 - Hardware BOM for Berkley (3)	One-Time	1	$ 47,079.55	20%	$ 37,663.64
ABOM.01 - Hardware BOM for Birmingham (3)	One-Time	1	$ 47,079.55	20%	$ 37,663.64
ABOM.01 - Hardware BOM for Ferndale (3)	One-Time	1	$ 47,079.55	20%	$ 37,663.64
ABOM.01 - Hardware BOM for Madison Heights (3)	One-Time	1	$ 47,079.55	20%	$ 37,663.64
ABOM.01 - Hardware BOM for Bloomfield Hills (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for Hazel Park (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for Oak Park (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for Oakland University (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for Rochester (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for White Lake (2)	One-Time	1	$ 40,399.21	20%	$ 32,319.37
ABOM.01 - Hardware BOM for Required Spare Kit	One-Time	1	$ 27,138.22	20%	$ 21,710.58

3.0 - Support & Maintenance

Indicate duration of support contract and associated Service Level where applicable. Alternate offerings can be listed here, such as 5 Years Gold, 3 Years Silver, etc.

Cost Description	Duration	Quantity	Price	Discount	Total Cost
AOS.01EP - APEX Premium Technical Services - Proactive support with SLA reporting and system status dashboard	Annual	5	$ 40,800.00		$ 204,000.00
AOS.01PC - APEX Premium Customer Success Services - Customized / tailored training with product input and prioritized enhancements	Annual	5	$ 40,800.00		$ 204,000.00
…Add rows as necessary					

4.0 - Software

Indicate duration of support contract and associated Service Level where applicable. If all software is included, this section can be skipped.

Cost Description	Duration	Quantity	Price	Discount	Total Cost
N/A	N/A	N/A	N/A	N/A	N/A

5.0 - Licensing

Indicate any licensing required to operate the system

Cost Description	Duration	Quantity	Price	Discount	Total Cost
APX.01CC - APEX CCS/NG9-1-1 (67 concurrent / 94 installed)	Annual	5	$ 1,005,000.00	25%	$ 3,768,750.00
APX.TTM - APEX Transcription & Translation	Annual	5	$ 160,800.00	25%	$ 603,000.00
ACC.01A - APEX Control Center Instance	Annual	5	$ 60,000.00	25%	$ 225,000.00
AEH.01C - Events History	Annual	5	$ 28,200.00	25%	$ 105,750.00
ASM.01C - Seat Map - Included	Annual	5	$ -		$ -
AWB.01C - Contact Center Wallboard - Included	Annual	5	$ -		$ -
ANA.01C - Analytics	Annual	5	$ 50,040.00	25%	$ 187,650.00
GCM.01S - GeoComm Maps Annual Subscription (Concurrent User)	Annual	5	$ 100,797.48		$ 503,987.40

Table 2 - Other Costs and Assumptions

1.0 All Other Costs

List any costs not captured above but still required for the solution.

Cost Description	List Price	Quantity	Discount	Price	Total Cost
ARC.01 - Responder Connect (Annual)	$ 60,300.00	5	25%	$ 45,225.00	$ 226,125.00
AVB.01C - Video Wallboard (Annual)	$ 28,200.00	5	25%	$ 21,150.00	$ 105,750.00
APX.ECTM - APEX Emergency Call Triage (Annual)	$ 160,800.00	5	25%	$ 120,600.00	$ 603,000.00
ABOM.01 - Hardware BOM for Optional ECC Printer (One Time)	$ 537.30	1	20%	$ 429.84	$ 429.84
ABOM.01 - Hardware BOM for Optional Mobile Access Laptop (One Time)	$ 3,354.51	1	20%	$ 2,683.61	$ 2,683.61
ABOM.01 - Hardware BOM for Optional Call Taker Status Light Pole (One Time)	$ 274.87	1	20%	$ 219.90	$ 219.90

2.0 Cost Assumptions

List any assumptions made to accommodate the above pricing here.

Carbyne APEX license model is concurrent (simultaneous / full time use) positions with total installed (periodic use) positions
Carbyne Control Center Seat Map and Contact Center (Queue Status) Wallboard is included for no charge
Table 2 section 1.0 (All Other Costs) are optional items and not included in the total solution cost

Applicable taxes and regulatory fees are not included in the total cost

Bidder NOT to alter any cells and to complete all cells marked as >

Bidder Name Carbyne, Inc.

Number	*G2G Marketplace Response Table*	*Response (Yes or No)*	*Comment*
1.0	Bidder is interested in participating in the G2G Marketplace. Participation is Not a requirement.	No	
2.0	If Bidder is interested in participating in the G2G Marketplace: Bidder agrees to extend pre-negotiated blanket purchase orders, contract pricing, terms to Oakland County, and all G2G Marketplace customers.	No	
3.0	If Bidder is interested in participating in the G2G Marketplace, a Pricing applies. Bidders shall agree to provide County with the lowest and most competitive pricing it provides to governmental entities.	No	
4.0	If Bidder is interested in participating in the G2G Marketplace: Bidder agrees to extend Service Provider licensing to Oakland County/G2G Marketplace.	No	
5.0	Bidder has reviewed Oakland County G2G Marketplace Professional Services Contract and will submit itemized descriptions of exceptions with response to RFP.	No	
6.0	Bidder provides all applicable contract(s) as Appendix to RFP response.	No	

EXHIBIT VII-2

Oak-0000000535 - 911 Call Handling Equipment (CHE) Replacement RFP Addendum 4
Repost of Tables, pages 11-70 to solve pdf alignment issues

4.5.1 Common Call-Handling Requirements – Architecture

Requirements:	Complies	Does Not Comply	Partially Complies
1. OCDIT requires any Bidder providing a proposal in response to this RFP to support the deployment of its solution as a host-remote architecture, either hardware or software-based, with the CHE hosts being located within the Bidder's or cloud provider's geo-diverse datacenters. Locating a host within the designated Southfield datacenter is preferred if a local data center(s) is proposed, (one PFN-provided ESInet interconnection point is located here). The current geo-diverse data center in Kentwood is also acceptable, as is any data center with a PFN presence. "Host-remote" refers to a multi-tenant architecture whereby multiple discrete PSAPs (remotes) connect to and share the same call-handling system. Other deployment models will not be considered.	X		
2. Bidder shall interoperate with the OCDIT's ESInet and NGCS. ESInet is currently provided by PFN. NGCS is currently provided by InDigital.	X		
3. Bidder shall be responsible for working directly with InDigital on troubleshooting any issues related to call presentation in receipt or transfer of calls through the PFN ESInet. Bidder shall update OCDIT and any designees on troubleshooting and progress weekly at a minimum.	X		
4. The solution shall scale to support call volume growth by 50% without requiring replacement of any critical hardware or software component.	X		
5. Failure of any single instance of hardware or software, or physical connection, shall not impact overall solution performance.	X		
6. All network-connected elements shall support at least two redundant network interfaces with automatic failover between them.	X		
7. All powered devices shall include a minimum of two redundant power supplies (each able to power the device alone) which would be connected to separate power circuits provided by OCDIT, OR if a single power supply is used, it would be connected to a power distribution/transfer device provided by the	X		

EXHIBIT VII-2

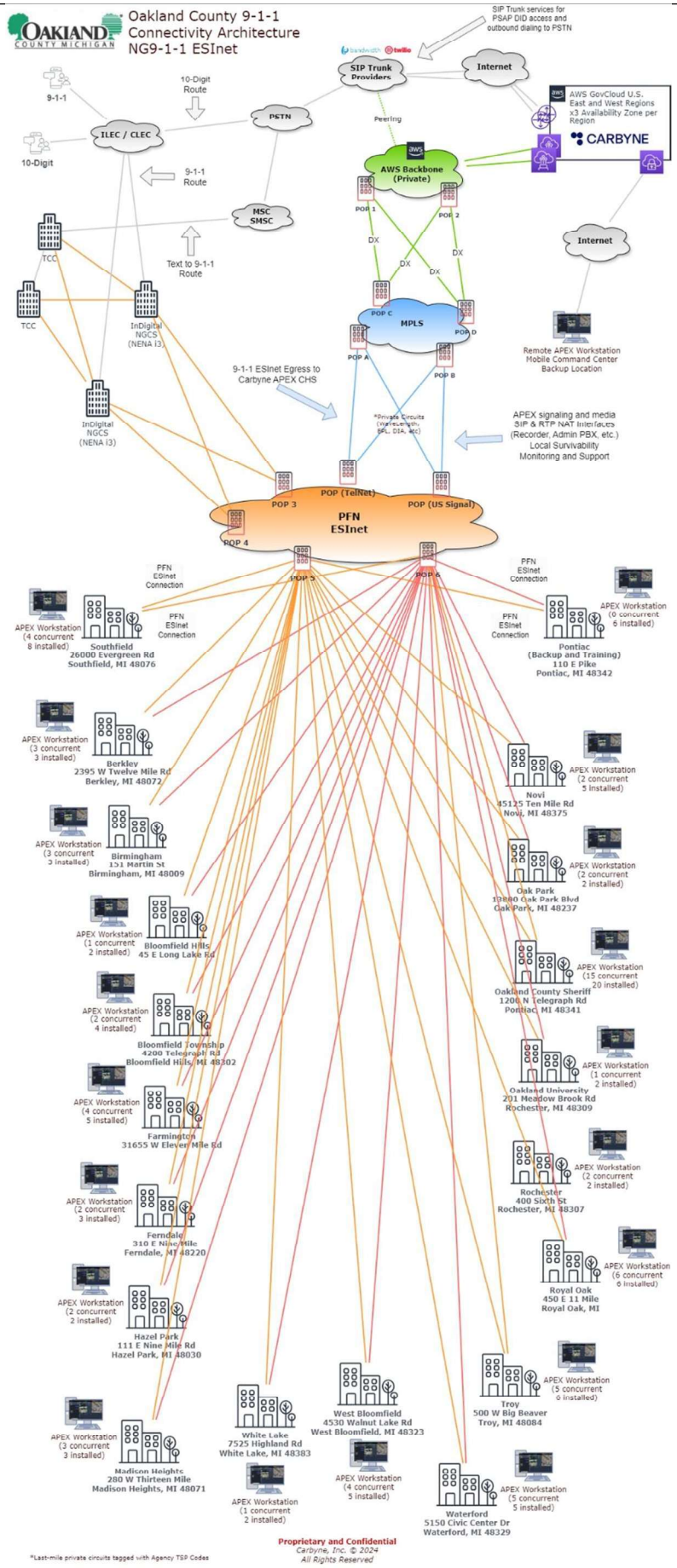
Requirements:	Complies	Does Not Comply	Partially Complies
Bidder that includes automatic, uninterrupted failover between the redundant power circuits, in the event of a failure.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne can deploy the APEX solution at the PFN ESInet for 9-1-1 ingress and PSAP connectivity using a dual, single-site connectivity solution for ESInet and PSAP terminating at PFN POP locations.

Q#2 - Carbyne's architecture proposal will utilize the NGCS provided by InDigital. Please see the attached image.

EXHIBIT VII-2

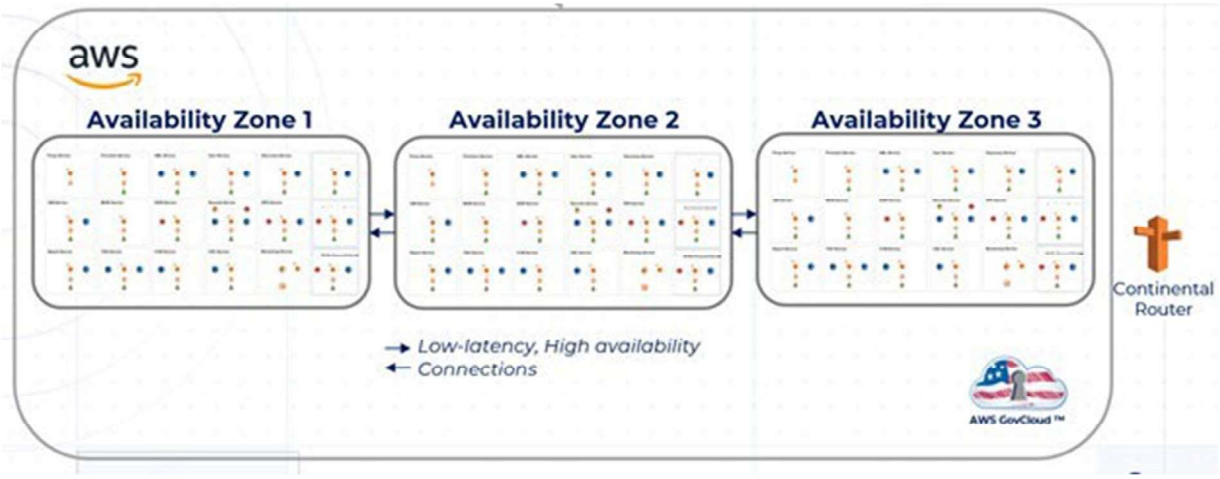


Q#3 - Carbyne has a current working relationship with InDigital and will work with them directly to troubleshoot any issues related to call presentation in receipt or transfer of calls through the PFN ESInet. Updates on the troubleshooting and progress will be provided to the County weekly.

Q#4 - The cloud-native architecture of APEX enables scalability on demand to accommodate spikes in call volume. Additional APEX call handling workstations can be added as needed in support of expanding PSAP capacity and remote workstation operations (mobile command center, backup location, etc.).

Q#5 - There is a large amount of redundancy throughout the Carbyne ecosystem resulting in no single point of failure. Failover capabilities exist throughout the architecture to ensure that in the event of a hardware or software failure, the processing of a call or other data (i.e., location, video, chat) continues without interruption. Carbyne's architecture runs as a cloud native application built on top of Amazon Elastic Compute Cloud. The AWS GovCloud (US) has two distinct regions: US WEST and US EAST. Each of these regions has multiple Availability Zones. Carbyne connects the two regions (US EAST and WEST) using a "Master-Master" replication setup. This results in a disaster-proof configuration whereby a catastrophe in one part of the country would force a switch to the other region to allow for continuous operation. This is the most robust disaster-proof configuration of any vendor in the marketplace. AWS GovCloud (US) Regions are subject to FedRAMP High and Moderate baselines and allow customers to host sensitive Controlled Unclassified Information (CUI) and all types of regulated workloads.

The Carbyne APEX platform operates within three availability zones of redundancy to support high availability. An availability zone is its own physical Tier 4 data center. All availability zones are geographically dispersed, and multiple availability zones are connected via low-latency, high speed, direct connections. These availability zones act as a hot swappable backup for each other. All availability zones are always active, and calls are processed alternatively by each availability zone to ensure that the backup mechanisms are always exercised and working properly. Data is synchronized in real-time between all availability zones using a low-latency, high availability connection as shown in the diagram below.



The Carbyne solution is split into two separate and distinct paths: one for data and one for voice. This results in two connections to every 9-1-1 caller. If the voice connection is lost, the data connection (device location, video, and text) is still available and vice versa. The APEX platform is built as a collection of microservices which take advantage of cloud native capabilities like elastic resources,

N+1 hardware configuration, and unlimited storage. Every microservice runs as multiple instances in their own isolated container environment, so it is not affected by the behavior of any other instance or other microservices. The interaction between microservices is based on “Design by Contract” using well defined APIs. An additional benefit to this approach is the ability to update or hot-fix existing microservices, or add new functionality via new microservices, independent of having to switch out the whole infrastructure at once.

In addition, the APEX platform uses a Hierarchical Supervisor Model (HSM) whereby each component in the call path validates the successful transfer and handling of the call by the next (subordinate) component. In the event of a dropped handoff, the call is redirected to a back-up component, so call handling can continue in an uninterrupted fashion.

APEX will route the 9-1-1 call to a Point of Interface (POI) through multiple secure, IPSEC Tunnels to the PSAP. Again, for redundancy purposes, there are at least two POIs through which the call could be routed. The POIs are connected to the PSAP via the PNSP or RNSP NG Trunks.

Q# 6 - All local hardware that forms part of the Carbyne platform (e.g. firewall, PC) shall contain dual NIC ports to facilitate localized network infrastructure failure of a network switch. Where devices do not support dual-NIC ports (e.g. two devices only - Audio Arbitration unit or IP hard phone) due to manufacturer restrictions, the call taker will have options to handle the failure without negatively impacting overall solution performance. If the voice arbitration unit with IP-controlled dry-contact-closure fails (single NIC), the call taker can handoff the call to another call taker quickly to provide little impact to the caller.

Q#7 - Where possible, components with dual power supplies are provided. The requisite power supplies and UPS units have been included to ensure all powered devices are properly connected to isolated power sources (i.e. separate circuits).

Please refer to the attached Carbyne’s APEX System Requirements & Solution Reference document for an overview of system deployments, hardware and network requirements, and the Carbyne Audio Trigger Module (ATM) described in section 6.5.2. The ATM device is included in the proposed solution. File name: Appendix A_Tab 4.5_Q 1.4_Carbyne APEX System Requirements & Solution Reference

4.5.2 Industry Standards Evolution

Requirements:	Complies	Does Not Comply	Partially Complies
1. As industry standards evolve, the Bidder’s solution shall be upgraded to maintain conformance with the current version of established industry standards. The Bidder’s solution shall support new call-handling and security industry standards within 18 months of ratification of applicable industry standards. Conformance requirements apply also to the supporting standards referenced within each standard.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
2. As solution updates are made to maintain conformance, the solution shall not abandon services, features, or functionality in place at the time of the solution upgrade. The Bidder must divulge and justify any performance or feature changes prior to the upgrade and report them to OCDIT and the affected ECC(s) for approval.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne's advanced public safety technology is unmatched in recognition, security, reliability, and other key factors important to the public safety technology community. Carbyne is committed to leading the industry with agile development processes and an evolving product roadmap. Carbyne's APEX call handling ecosystem has been built to optimize the performance of Public Safety Agencies in a true NG9-1-1 environment, as defined by the NENA i3 standard. APEX complies with all relevant APCO, NENA, and FCC standards and will continue to do so throughout the life of this contract and beyond. When there is conflict between individual standards, Carbyne will use the NENA standard.

Q#2 - Carbyne is a SaaS solution, hence all software updates, fixes, upgrades, etc. are pushed from the cloud to the workstation. From a user perspective, when the call station is in a quiescent mode, a pop-up will appear on the screen notifying the user of a new version.

Once this occurs, the user is free to execute the update when they are instructed to do so. Since updates, fixes, upgrades, etc. are controlled wholly by Carbyne, we will work with the PSAP staff to arrange the best time to deploy or push these updates to the CHE (e.g. only push the update and make it available to end users when training has been completed).

4.5.3 i3 Conformance

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall conform to the latest published/ratified version of NENA STA-010.3d-2021, *NENA i3 Standard for Next Generation 9-1-1*.			X
2. The solution shall interface with any NENA i3-conformant NGCS and ESInet. For the initial deployment, Bidder's solution shall assume an i3 interface deployment with the InDigital NGCS.	X		
3. The Bidder shall provide the number of its operational call-handling installations that utilize Presence Information Data Format Location Object	X		

Requirements:	Complies	Does Not Comply	Partially Complies
(PIDF-LO), HTTP[1]-enabled location delivery (HELD), Location-to-Service Translation (LoST), Additional Data Repository (ADR) queries, and other i3 protocols.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - The Carbyne APEX solution complies with various versions of NENA-STA-010, depending on specific support by existing 9-1-1 service providers.

Q#2 - Carbyne is currently deploying to a large PSAP utilizing the InDigital ESInet i3 NGCS. We understand this is the same interface utilized by the PFN ESInet. Carbyne is confident we can support the current needs of the County, and be very responsive to future NGCS changes as the NENA standard and 9-1-1 service provider evolve and add capabilities.

Q#3 - The Carbyne APEX solution is currently deployed utilizing ESInet NGCS providers that support various stages of NENA-STA-010:

- AT&T ESInet (Intrado i3 NGCS)
- NOANET ESInet (Comtech i3 NGCS)
- InDigital ESInet (i3 NGCS) - Pending, currently in deployment
- CO ESInet (Lumen RFAI) - Pending, currently in deployment
- PEMA ESInet (Comtech i3 NGCS) - Pending, currently in deployment
- CalOES ESInet (ATOS, NGA, Synergem, and Lumen i3 NGCS) – Recently certified

Each of these service providers (apart from RFAI) requires and implements HELD, LoST, ADR, and other i3 protocols / interfaces.

4.5.4(A) CHE Network

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall align with NENA STA-010.3d-2021, *Detailed Functional and Interface Specifications for the NENA i3 Solution,* (or its successor document, when ratified).	X		

[1] *Hypertext Transfer Protocol*

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
2. The solution shall have diverse entrance facilities for ESInet connections into the hosted call-handling datacenters as well as into the designated high-traffic PSAP facilities.	X		
3. Two PSAP connections into each datacenter facility shall be terrestrial (copper or optical circuit), with the option for secondary wireless connection(s), (e.g., long-term evolution (LTE), satellite, microwave, FirstNet, etc.), when deployed by the NGCS provider at a future date. Today's existing PSAP connections to the designated Southfield and Kentwood datacenters can be used by the new call-handling solution, if desired by the Bidder. Please explain the solution for monitoring and supporting these connections if used.	X		
4. The solution shall use open standards.	X		
5. The solution shall support and enforce quality of service (QoS) marking using Differentiated Service Code Point (DSCP).	X		
6. The solution shall provide network traffic convergence of less than 54 milliseconds (ms).			X
7. The CHE network solution shall maintain a Mean Opinion Score (MOS) of 4.0.	X		
8. The Bidder proposed solution(s) will meet the requirements in *Appendix **B**.2 – IP Network Measurement and Reporting Requirements* of this solicitation package.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - The Carbyne APEX solution supports the associated call handling interfaces defined in NENA STA-010.3 in coordination with leading ESInet service provider interfaces.

Q#2 - The APEX solution will have diverse entrance facilities for ESInet Connections into the hosted call handling datacenters. Please see our proposed architecture diagram in response to section 4.5.1. Common Call Handling Requirements - Architecture.

Q#3 - The Carbyne APEX solution is a cloud-native call handling system deployed in AWS GovCloud U.S. The proposed solution includes network connectivity from the PFN ESInet Points of Presence (POP) at Southfield (TelNet / EdgeConnex data center) and Kentwood (U.S. Signal data center) to the Carbyne services hosted in AWS. This network connectivity includes managed network equipment, dual / diverse last-mile circuits (Private Ethernet or Wavelength is preferred with DIA as alternate

based on availability) to each data center, intermediate MPLS (middle mile), and AWS Direct Connect (DX) to the AWS private backbone network. Carbyne utilizes this network connectivity architecture in production today with zero downtime. This solution is designed to preserve call signaling and media as a result of a failure mode (e.g. network device, last mile circuit, MPLS node, AWS DX, etc.).

The offered solution utilizes the existing PFN ESInet connection handoff at the PSAP for end-to-end connectivity between the Carbyne cloud services and the APEX CHS workstation at the PSAP. Proactive monitoring from within AWS, the Carbyne managed network equipment at each data center, and the Carbyne managed network equipment at each PSAP will alert the Carbyne NOC of any developing issues or failures.

Please refer to the attached proposed architecture diagram for additional information.

Q#4 - Carbyne, as a company, is a firm believer in using open standards across its entire architecture, both back-end microservices as well and any front-end UI systems. Both internal and external APIs utilize a RESTful protocol with JSON over HTTPS.

Q#5 - Our solution marks IP packets upon ingress at the BCF (entry) and maintains that DSCP value throughout its transit in the ESInet, and to the egress at the BCF (exit) until the IP packets arrive natively at the BCF.

Q#6 - Carbyne is answering this as partially comply as we will be dependent on the PFN ESInet. Once the PFN network characteristics are confirmed, we will update our response.

Q#7 - Carbyne meets the industry standard of MOS 4.0.

Q#8 - Regarding the requirement in Appendix B.2 – IP Network Measurement and Reporting, subsection B - Outage Reporting: Carbyne is not a Covered 9-1-1 Service Provider and therefore cannot send outage reports to the FCC NORS.

4.5.4(B) CHE Network Documentation

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide its proposed high-level network design in response to this requirement (transitional and end state, if applicable), including relevant details about what existing IP connectivity will be used, if any.	X		
2. The Bidder shall provide the deployed mid-level design documentation depicting network paths and equipment diversity, prior to acceptance testing.	X		
3. The Bidder shall interoperate with OCDIT's NG911 provider network interface specifications. (PFN and InDigital)	X		
4. The Bidder shall provide detailed as-built solution documentation to include network and equipment information, (network paths, network providers, BGP information, firewalls, etc.), as well as configured parameters (implemented design).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne has included a proposed architecture diagram in this response package.

Q#2 - A deployed mid-level design documentation will be provided prior to acceptance testing.

Q#3 - Carbyne will interoperate with OCDIT's NG911 provider network interface specifications.

Q#4 - An as-built solution documentation will be created and shared.

4.5.4(C) Monitoring and Alarming

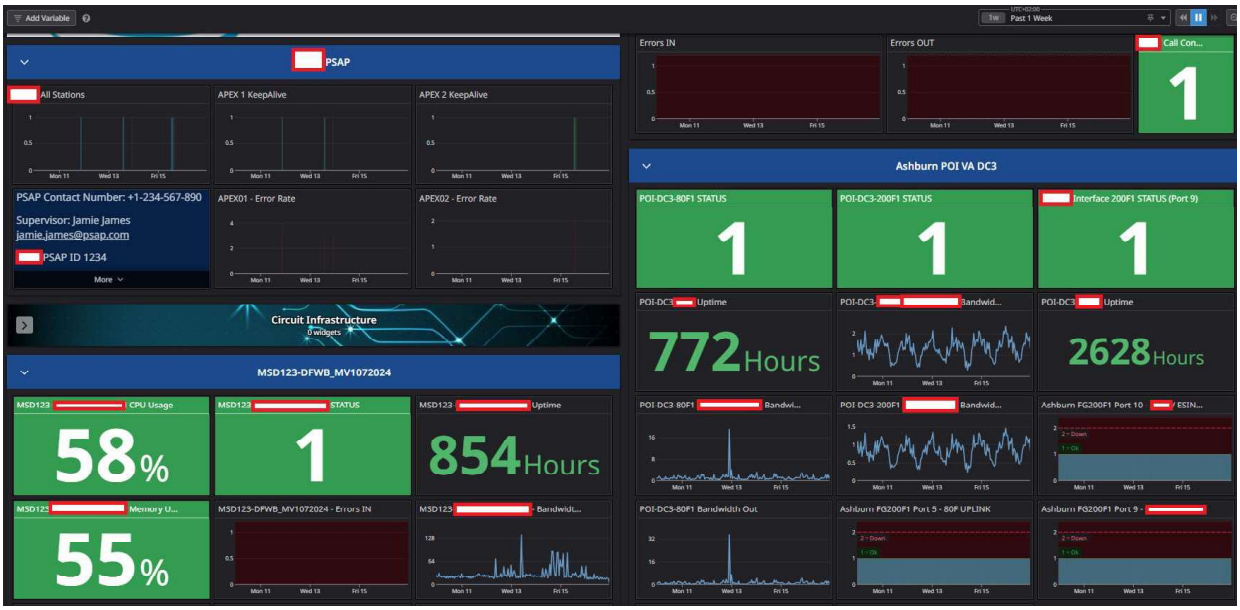
Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide physical access monitoring and reporting for all call handling facilities, even if existing connectivity is used with the new solution.	X		
2. The Bidder shall provide automated network node monitoring and alarming in real- or near-real-time.	X		
3. The Bidder shall provide event logging and reporting in real- or near-real-time.	X		
4. The Bidder shall provide ability to replicate select alerts to a third-party monitoring/reporting system.	X		
5. The Bidder shall provide user-definable notification levels and recipients with text and email delivery options.	X		
6. The Bidder shall provide an executive dashboard with (near) real-time updates of alarms, support tickets, and network status.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne monitors the following:

- Software endpoints (PCs RAM and CPU)
- Software error rate
- Software keepalive and uptime
- Total seat count
- Hardware endpoints (SNMP, Ping, Syslog, RAM, CPU)

- In depth hardware monitoring (port level)
- Circuit infrastructure
- Point of Interconnect / Interface (POI) health check
- Ingress/Egress traffic
- AWS Region health (integrated using a Lambda forwarder to Datadog)
- Third-party vendor infrastructure



4.5.5 Network Operations Center / Security Operations Center (NOC/SOC)

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide 24 x 7 x 365 staffed network operations center (NOC)/security operations center (SOC) with hot (preferred) or warm backup.	X		
2. The Bidder shall provide the ability for users to submit, track, and modify tickets by phone, email, and direct information technology (IT) service management (ITSM) user access for incidents, problems, and changes.	X		
3. The Bidder shall provide outward notifications and updates of customer tickets through phone, email, and text.			X
4. The Bidder shall provide fully documented escalation procedures with contact information for all primary and secondary responsible personnel at all levels of escalation.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
5. The Bidder shall provide reason for outage (RFO) reports and regulatory compliance according to Federal Communications Commission (FCC) standards.	X		
6. Preliminary RFO reports are due to OCDIT within five business days of initial report of issue; final root-cause analysis within 30-calendar days of root cause determination including steps taken to prevent issue from occurring again.	X		
7. The Bidder shall provide a media contact for any outage or service failure. The contact information shall be updated annually/quarterly.	X		
8. The Bidder shall provide service management contact for any outage or service failure.	X		
9. The Bidder shall provide its documented and maintained COOP plan.	X		
10. The Bidder shall provide access to technical and executive staff for escalations.	X		
11. The Bidder shall provide NOC/SOC staff trained or experienced with 9-1-1 issues with regular refresher/update training plan.	X		
12. The Bidder shall provide the ability to access and troubleshoot, diagnose, and repair network and systems remotely.	X		
13. The Bidder shall provide the ability and commitment to support the troubleshooting of all service affecting issues, even when it is determined that the root cause of the issue is outside the scope of the Bidder's solution or service. (e.g., provide call traces and log analysis to assist in troubleshooting a NGCS issue).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the platform system health including:

- Cloud services and infrastructure
- Carbyne platform
- Third-Party services integrated with the platform

Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support

Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

Q#2 - You may submit a Support Services ticket by contacting us via phone, email, or a secure customer internet portal. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

Q#3 - Carbyne will provide outward notifications and updates of customer tickets by phone, by email, and through the secure customer internet portal, each referencing the assigned ticket ID.

Q#4 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all escalation procedures, including all listed contact personnel for each level of escalation. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#5 - Carbyne will provide RFO reports to the County.

Q#6 - Carbyne will provide an incident report with root cause analysis, actions taken, and preventive measures within five (5) business days.

Q#8 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all listed contact personnel. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#9 - Carbyne has a full disaster recovery plan which provides a complete redundancy between AWS US-Gov regions.

Q#10 - Please see the attached Carbyne Support Terms & Service Level Agreement document for all escalation procedures, including all listed contact personnel for each level of escalation. File Name: 4.5.6_Carbyne Support Terms & Service Level Agreement

Q#11 - Carbyne's NOC/SOC staff are trained and experienced with 9-1-1 issues and receive regular training to ensure their knowledge and expertise is always up to date with latest in 9-1-1 and Carbyne's products.

Q#12 - Carbyne's NOC/SOC can access and troubleshoot, diagnose, and repair the network and systems remotely. We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing.

Q#13 - Carbyne will provide an incident report with root cause analysis, actions taken, and preventive measures within five (5) business days.

4.5.6 Call-Handling Technical Support

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide a 24 x 7 NOC/SOC for reporting and escalating software and hardware issues beyond Tier 2.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
2. The Bidder shall provide a redundant/secondary/backup NOC/SOC or equivalent support capabilities and capacity in the event the primary center is offline or otherwise unusable.	X		
3. The Bidder shall provide a NOC/SOC COOP that provides for situations when NOC/SOC staff are unable to work onsite (such as the COVID-19 pandemic environment).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to Chapter 2 in file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

4.5.10 Solution Validation

Requirements:	Complies	Does Not Comply	Partially Complies
1. At the discretion of OCDIT, The Bidder shall ensure independent third-party validation of all mandatory solution requirements and feature functionality prior to cutover of the site.	X		
2. The solution shall provide transparency and access to all SIP messaging, call detail records (CDRs), key performance indicators (KPIs), (e.g., MOS, delay, jitter, packet loss), call logs, and any other data determined to be necessary in order to verify compliance with contractual obligations or to troubleshoot issues.			X
3. The Bidder shall provide documentation of completed results from acceptance testing.	X		
4. The CHE solution shall utilize OCDIT's training center for integration, interoperability, and basic functional testing before completing full acceptance testing at each OCDIT PSAP before going LIVE.	X		
5. Bidder shall provide a full test suite that demonstrates traceability to all requirements where compliance was selected within this RFP for review and approval by OCDIT prior to any testing occurring. OCDIT will review and determine acceptance or modification of test suite.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
Bidder's test suite shall provide test numbers that can be dialed which route to the Training center workstations for the purpose of testing different call types (wireline, wireless, text, etc.) to train new hires.			

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne can support independent third-party validation of APEX's capabilities, APEX's features, and on-site infrastructure prior to cutover of the site. Carbyne does not have the authority to grant access for a third-party to access AWS GovCloud and do testing on AWS GovCloud.

Q#2 - Carbyne can provide CDR information via Carbyne Control Center- Event history. Network performance is managed on a multi-tenant instance in the cloud.

4.5.11 Integrated Text-to-911

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall explain the ability to integrate the existing TEXTY solution with the proposed CHE solution, including the ability to transfer text sessions to another PSAP, complete with conversation history	X		
2. If another text-to-911 solution is proposed, the Bidder shall explain how text calls are received, queued, answered, and tracked in the system.	X		
3. The Bidder shall explain disposition of attached multimedia and how text calls are handled by the MIS.	X		
4. The Bidder shall explain how text calls are transferred and shared with other PSAPs, including those that are on the same and other ESInets, as well as any limitations. The Bidder shall explain how conversation history is transferred between PSAPs	X		
5. The Bidder shall provide examples of the applicable UIs (e.g., screenshots).	X		
6. The Bidder shall provide the ability to text from 9-1-1.	X		
7. The solution shall be able to accept SMS text delivery via ESInet connection using the Message Session Relay Protocol (MSRP). The text-to-911 solution shall not require a separate internet connection.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
8. The Bidder shall describe SMS foreign language translation capability.	X		
9. The Bidder shall describe its text messages history feature.	X		
10. Bidders shall provide details regarding transfers between different TCC providers and any limitations.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Describe if your solution accepts SMS message from alarm companies. Add additional lines as needed.

The Carbyne APEX solution includes integrated Text to 9-1-1 within the CHS (an external application is not required). The Text Control Center (TCC) service is not included with this proposal.

APEX includes the capability to receive Text to 9-1-1 calls from the PFN ESInet InDigital NGCS / TCC via SIP and Message Session Relay Protocol (MSRP).

APEX conforms to NENA-STA-010 and ATIS J-STD-110, which requires support for SMS/MMS (text media type only). In addition, as per these standards, SIP session transfer between PSAPs is not supported. APEX will support in-dialog transfer commands (i.e. “T PSAP2") if supported by the TCC interface.

The proposed solution includes the following Text to 9-1-1 features:

- Text to 9-1-1 queue for ACD or Ring All distribution based on skillset
- Preconfigured messages from an intuitive selectable list
- Bidirectional language transcription and translation
- Preconfigured automated text messages sent immediately after answer and before disconnect
- Capture / recording of text conversation (including transcription and translation) and other important call attributes available in the Control Center Events History application
- Programmatic access to all text call attributes (including the real-time text dialog) via Carbyne Records Webhook API (included with proposal)

Carbyne will support individual PSAP preference for integrated Text to 9-1-1 within the APEX client application or the InDigital TEXTY application running in a browser tab on the APEX workstation. A separate internet connection is not required. The InDigital TEXTY application service is not included in this proposal.

4.5.13 Real-Time Text (RTT)

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe plans for supporting real-time-text sessions as a part of its solution or explain any plans to offer this feature in the future.	X		
2. If not currently developed, the Bidder shall provide details of when this capability will be included in the proposed solution as a no-charge upgrade/deliverable.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

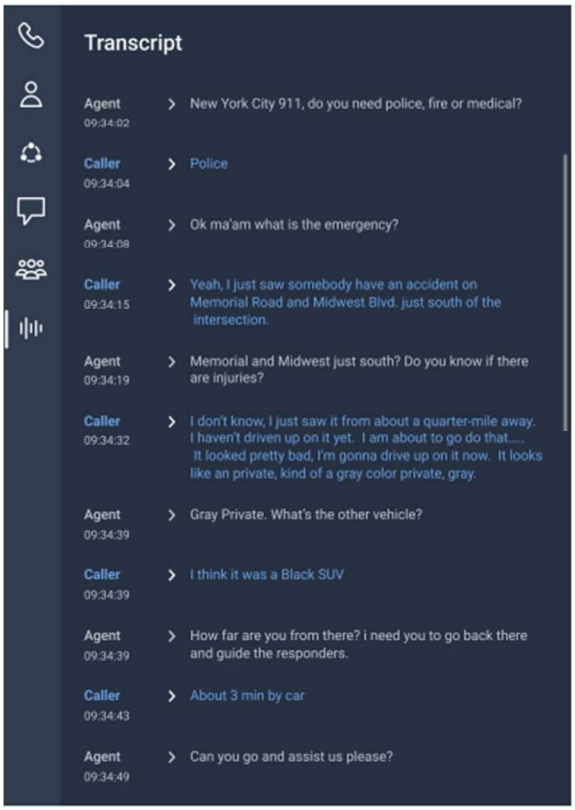
Carbyne is actively developing support for RTT with the expected ability to receive, answer, and process RTT calls in Q1 2025. Once this capability is released GA (or made available to Oakland County as an early adopter), the complete updated features and functionality will be made available to all PSAPs within Oakland County. This update is seamless via Carbyne's continuous delivery process for the APEX cloud-native solution, including push updates to each installed APEX workstation. Prior to the release of RTT, the Carbyne Customer Success Manager (CSM) assigned to Oakland County will provide sample advanced notification of the update, including new release notes and updated user guide. At this time, Oakland County can request additional training for the new capability prior to delivery. The RTT feature update, coordination of delivery, and additional training are all included with the proposed solution (no additional charges apply).

4.5.14 Transcripts of Calls

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide the ability to translate the 9-1-1 voice call to a text record or documented dialogue. Bidder shall clearly state if this feature is available today, or if it is a roadmap item to be delivered in the future. Additionally, Bidder shall state whether it is (or will be) an over-the-top solution or integrated within the provided application. Bidder shall also clearly state if costs associated with this capability are included or additional.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Current functionality of APEX provides the ability to transcribe voice calls to a text record. Transcription is integrated within APEX and is visible in the transcription pane. The transcription is supported for active, ongoing calls, and available for review for parked and recent calls. The transcription is saved to the event record and accessible in Events History. The transcription will display for the entire call, will the ability to scroll up to view transcription from earlier in the same call.



APEX additionally offers translation services with many languages available. If APEX supports the callers non-English native language, APEX users can see the caller's transcription in both the native-language and in English. Additional costs are associated with this capability "APEX Transcription & Translation" and are listed in the price proposal.

4.5.15 Status Lights

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall be capable of displaying call taker status visually, for example, busy / available / needs assistance, etc. This can be provided via color schemes on call taker screens or via light poles. Bidder shall describe their solution.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The call taker status is displayed visually via color schemes on the call takers screen, seen in "StatusDisplay.PNG", on the Wallboard Seat Map seen in "SeatMap.PNG", and/or via light poles. An agent can indicate he/she needs assistance using the hand-raise feature on the call taker's screen, which then is displayed as a red hand on the Wallboard Seat Map, along with a configurable audio cue.

We support the following indicators:

1. Indicate the status on the Wallboard (available, unavailable, handling a call) – included with the proposed solution
2. Light poles - show if a caller is in a call (red) or if there is a radio activity (green) – light pole device not included, offered as an option with the proposed solution
3. Station Statuses - displays the status of the station on the UI – included with the proposed solution

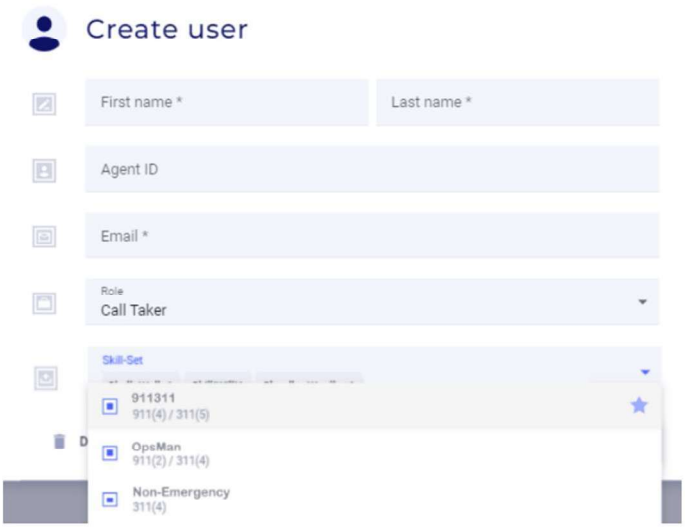
---

4.5.16 User Profiles

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide user profile settings, which are retained between logins, during upgrades, and between sessions (i.e., logoff and return next day).	X		
2. Profiles shall be stored on the network and be available from any workstation on the same call-handling system, (at other PSAPs, the Training center, etc.).	X		
3. The solution shall be capable of establishing skills-based profiles. Bidder shall describe this feature and identify any constraints or restrictions.	X		
4. Access to call-handling assets (e.g., trunks, lines, queues, speed dials, configurations, screen layouts, etc.) may be controlled by a user's profile.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX can provide customized layouts per user. Users are created and managed by administrative users in Control Center. APEX users can be assigned multiple skill sets and a default skill set, that will be automatically selected upon log-in.



On APEX, an agent can easily switch from one assigned skill set to another assigned skill sets. An agent will also have access to speed dials, contacts, groups, and can view a list of waiting calls and abandoned callers. A user can login to any workstation configured to the PSAP's tenant regardless of the physical location of the workstation.

4.5.17 Redundancy, Reliability, Availability

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall automatically (i.e., without manual intervention) transfer or failover core processing functionality from one call handling node to another upon detection of a problem that impacts the system's ability to meet the 99.999% service level requirement (SLR).	X		
2. During such an event, call-handling capacity and performance shall not be degraded.	X		
3. It shall be possible to manually switch core-processing functionality back to its normal operating state, as well as to have the system automatically recover and resync once a problem is corrected.	X		
4. The Bidder shall provide a detailed description of how the solution achieves 99.999% availability.	X		
5. Core-processing functionality may be distributed across two or more call-handling datacenters.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
6. Each call-handling datacenter shall have sufficient configured capacity to support 125% of busy-hour 9-1-1 call volume and call-mapping functionality for all ECCs served by that call-handling system.	X		
7. The solution shall support remote call-taking capability via virtual private network (VPN) connections over the public internet. Both Bidder-provided laptops, as well as workstations in remote locations or mobile command vehicles. Bidder shall explain their available solutions.	X		
8. The Bidder shall describe the solution's hot-seating capabilities. "Hot-seating" is the ability for a telecommunicator from one ECC or agency to login at a workstation at a different ECC/agency, or the training center, and have their "home" assets [e.g., trunks, lines, queues, speed dial lists, screen layouts, map, etc.] available at the other site, (assuming both ECCs/agencies are co-tenants on the same system).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX is run on multiple AWS US-Gov Cloud Availability Zones (AZ) to ensure seamless service even given a service interruption and allowing for backup and disaster recovery scenarios. The transition from one AZ to another will not impact call-handling capacity and performance. APEX is a cloud-native solution that allows for auto-scaling to support influx in call traffic. APEX supported remote call-taking capability via VPN connections over the public Internet. If a call center does not have any agents logged in to APEX (READY or On-Break status), the call will send 486 (Busy Here) errors towards the ESInet. The County can configure routing preferences with their ESInet provider.

In relation to "hot seating," APEX allows a user to access a network of multiple communications centers from the same physical workstation. For example:

1. Call Taker from PSAP1 logs onto PSAP1 from a workstation at PSAP2
2. Call Taker from PSAP2 logs onto PSAP1 from a workstation at PSAP2

4.5.18 Long-term Availability

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide 12 months' (minimum) advance written notification to OCDIT for any end-of-life (EOL) or end-of-support (EOS) component, with a			X

Requirements:	Complies	Does Not Comply	Partially Complies
plan for how the affected component(s) will be replaced without affecting service.			
2. The proposed solution shall be supported by the manufacturer(s) for a minimum of five years (plus any optional contract extensions) from the date of full system acceptance by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All hardware required for the APEX solution will be supported by the manufacturer for a minimum of five years from the date of full system acceptance by the County. Carbyne will provide the County with written notifications on any end-of-life or end-of-support notices related to this hardware as soon as notices are made aware to Carbyne.

4.5.19 CAD Interoperability

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall support the computer-aided dispatch (CAD) system interface as described in NENA-STA-027.3-2018, *NENA E9-1-1 PSAP Equipment Standards*.	X		
2. The solution shall support both serial and IP-based connections.	X		
3. The solution shall support a bi–directional interface with the CAD system.	X		
4. Bidders' solution shall detail the process to import and export phone book data from the CHE into CAD and vice versa.	X		
5. Solution shall support CHE to CAD cut/paste feature and describe how this functionality will be enabled.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX supports a NENA-compliant CAD spill. APEX has a RESTful API that Carbyne can make available to Oakland County's CAD application and vendor to establish an integration between APEX and CAD. This integration can provide a bi-directional interface with the CAD System. Each data that

can be marked and copied in the CHE UI can also be pasted into the CAD system.

Upon integration with the CAD, the CHE has 2 ways to integrate with the CAD and feed it with data:

- Serial connection - ANI/ALI spill – RS232 Integration
- CAD over HTTP

4.5.20 ECC Hardware

Requirements:	Complies	Does Not Comply	Partially Complies
1. Bidder must provide all new ECC hardware (e.g., monitors, keyboards, mice, headsets, phones, and remote-access laptops), and it must all be new and covered by (extended) manufacturer warranty for no less than five years from the date the device is placed into operation.	X		
2. Solution must provide radio arbitration with Oakland's existing Motorola radio system allowing Oakland PSAPs to use their Motorola headsets (Plantronics/Poly) with the Bidder's solution.	X		
3. Bidder's solution can provide one pair of wires for analog receive audio from the phone and a second wire pair that receives analog talk-out audio from the dispatcher.	X		
4. Whenever supported by the device manufacturer, all servers, switches, routers, firewalls, and other devices within the solution shall be configured with redundant power supplies and redundant network interfaces.	X		
5. The Bidder shall work with the ECC to interface/integrate Host-Remote positions in their existing mobile command and control assets with wireless (LTE, FirstNet, Satellite, etc.), or internet-based connectivity via Bidder-provided laptops, into the CHE service.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will provide all new front room hardware that is covered by manufacturer warranty for the contract term per the attached Bill of Materials (file name: 4.5.20_Carbyne Bill of Materials). Carbyne will provide audio arbitration with the County's existing radio system.

Whenever supported by the device manufacturer, Carbyne shall install devices with redundant power supplies and redundant network interfaces. Any redundant single-power devices will be connected to diverse power sources provided by the County. Carbyne will work with the ECC to integrate their existing mobile command positions with wireless or internet-based connectivity.

4.5.21 Human-Machine Interface (HMI)

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall comply with NENA 54-750, *NENA/APCO Human Machine Interface & PSAP Display Requirements* and provide an explanation of any areas of non-compliance with the standard.			X
2. If a call is default-routed or otherwise diverted to a destination other than the normally intended destination, the call-handling solution shall recognize and present the originally intended destination and the reason why the call was diverted (reference sections 3.3.CC of NENA 54-750).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The HMI (APEX UI) consolidates and presents emergency information received via IP, cellular, telematics and public switched telephone network (PSTN) devices to the call taker in an efficient end-user format.

If a call is default-routed or otherwise diverted to a destination other than the normally intended destination, APEX UI will display the originally intended destination within the Intelligence pane and, when applicable, display the reason why the call was diverted.

4.5.22 Distinctive Ring Tones

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide a distinctly different ring tone for 9-1-1 calls, administrative calls, and text messages.	X		
2. The solution shall support user-selected, distinctive ring tones for each automatic call distribution (ACD) queue or call type.	X		
3. The solution shall provide distinctive ring tones to be customized by agent role or login.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has the capability of setting distinctive ringtones per queue and will consider developing the ability to provide distinctive ringtones by login if required by the County.

4.5.23 Conference Controller

Requirements:	Complies	Does Not Comply	Partially Complies
1. The conference controller shall enable the telecommunicator to add an outside caller or inside caller to an in-progress "live" call while remaining on the line, with no limitation as to what type of call the telecommunicator is handling.	X		
2. The conference controller shall automatically control the audio levels (AGC) of the calling parties so that no degradation of voice quality occurs.	X		
3. The original telecommunicator shall be able to mute/unmute (i.e., disable/enable the microphone of) any party on the conference.		X	
4. The original telecommunicator shall be able to deafen/undeafen (i.e., disable/enable the earpiece/speaker of) any party on the conference without muting that party's audio (i.e., allow the telecommunicator to speak to others on the conference, without that party hearing, while still able to hear that party).			X
5. The original telecommunicator shall be able to select and drop any party from the conference.	X		
6. The original telecommunicator, or any of the conference parties, shall be able to drop out of the conference without disconnecting the original caller.	X		
7. The conferencing feature shall support, at a minimum, any combination of up to six parties.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne is already considering developing the ability to mute/unmute any party of the conference by the original telecommunicator. Development can be accelerated if required by the County.

Q#4 - Carbyne supports attended transfer, in which the original party is put on hold and is deafened while the original telecommunicator adds an additional participant to a conference. Carbyne is already considering developing the ability that would allow the original telecommunicator to still be able to hear that party.

4.5.24 Call Monitoring

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall allow authorized ECC personnel to listen quietly to another telecommunicator's live conversation.	X		
2. The monitoring feature shall be controlled by the authorized personnel's credentials.	X		
3. Monitoring shall include the option as to whether the telecommunicator being monitored is made aware (visually or audibly) when their call is being monitored.	X		
4. Monitoring shall not degrade the audio quality of the call.	X		
5. The Bidder shall describe its options, or plans, for supporting a call-monitoring-like functionality for text-to-9-1-1 sessions.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Authorized ECC personnel can listen quietly to another telecommunicator's live conversation or monitor a text-to-9-1-1 session based on Roles Based Access Control (RBAC). A user with trainer or admin role permission can discreetly monitor another telecommunicator, without the knowledge of the telecommunicator or caller. During call monitoring, the authorized ECC personnel's workstation displays the same information as the telecommunicator's station.

For a text-to-9-1-1 session, the authorized ECC personnel can monitor the session. For an active call, the authorized ECC personnel can hear the conversation between the telecommunicator and caller. The authorized ECC personnel will automatically be muted. He/she can unmute their microphone to talk to the telecommunicator, but the caller will not hear him/her. This is known as Whisper Mode. The Whisper Mode feature can be used to audibly make the telecommunicator aware that he/she is being monitored. To speak and be heard by both the telecommunicator and caller, the authorized ECC personnel can swap to the Barge feature. Using the Barge feature will create a conference (three-way call) with the authorized ECC personnel, the telecommunicator, and the caller.

4.5.25 Call Barge-In

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall allow authorized ECC personnel to listen quietly and mute/unmute (barge-in) while listening to another telecommunicator's live conversation.	X		
2. The feature shall be activated by utilizing a mouse or an easily invoked keyboard command.	X		
3. This feature shall not degrade the audio quality of the call.	X		
4. This feature shall be configurable to provide a tone to announce the barge-in.	X		
5. The telecommunicator or supervisor is then part of a three-way call with the caller and original telecommunicator.	X		
6. The Bidder shall describe options or plans for supporting a barge-in-like capability for text-to-9-1-1 sessions.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

An authorized ECC personnel can monitor another telecommunicator's station, allowing he/she to listen quietly and mute/unmute (barge-in). Call Barge-In functionality can be initiated from the call section Barge button if the ECC personnel are in Monitor mode. If the ECC personnel are not in Monitor mode, he/she can initiate Call Barge-In functionality from the Agent Status Pane when the telecommunicator is in an active 2-party call. Call Barge-In allows the ECC personnel to then be part of a three-way call with the caller and original call taker. The ECC personnel can be heard by all other people in the call unless the user mutes his/her own microphone. An authorized ECC personnel can monitor a telecommunicator on an active text-to-911 session. The ECC personnel can barge into the session allowing for the ability to type and send messages from his/her workstation to the text-to-911 receiver.

4.5.26 Callback

Requirements:	Complies	Does Not Comply	Partially Complies
1. Callback of any 9-1-1 "call" (i.e., wireline, wireless, telecommunications device for the deaf/teletypewriter [TDD/TTY], text, and Voice over IP [VoIP} callers) shall be based on the calling party number.	X		
2. The solution shall utilize the calling party number (CPN) of a 9-1-1 caller to invoke the callback process.	X		
3. The solution shall call back wireless or VoIP 9-1-1 calls utilizing the caller's telephone number, located within the PIDF-LO fields and automatically recognize +1 calls.	X		
4. The solution shall use the Caller ID (CID) information to allow a callback to an administrative caller.	X		
5. Any required dialing prefix digit(s) insertion/deletion (e.g., adding +9 or removing the area code) shall be automatic and not require manual input.	X		
6. The callback function shall require only a single mouse click.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX supports both automated callbacks to abandoned callers, automated SMS to abandoned calls, and for the agent to make a manual call back. The automated capabilities can be configured per queue (911, admin, etc.).

The callback of any 9-1-1 call will be based on the calling party number. APEX utilizes the calling party number (CPN) of a 9-1-1 caller to invoke the callback process. APEX uses Caller ID (CID) information to allow a callback to an administrative caller. A manual callback can be done with a single mouse click.



4.5.27 Abandoned Calls

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide a visual and audible indication for abandoned calls.	X		
2. The solution shall display the number of abandoned calls from the same callback number.	X		
3. The solution shall clear the abandoned call count display upon successful callback and answer of the telephone number.			X
4. The solution shall provide a configurable option allowing for an automatic response to an abandoned call.	X		
5. The solution shall provide each individual agency with the ability to configure the automatic-callback option to be enabled or disabled by the agency.	X		
6. The solution shall allow the system to automatically attempt to return a call and/or text message to an abandoned call, and to prompt the recipient of the call to take an action (e.g., press 1 to notify the agency that no assistance is needed; press 2 to be routed to 9-1-1).	X		
7. The solution shall provide abandoned call reports as part of its MIS.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

The APEX UI has a visual and audible indication for abandoned calls. The UI will display to the agent a stack of abandoned calls in the abandoned calls pane. The abandoned call will clear from the display upon successful manual callback. APEX provides the functionality for an automatic SMS response to an abandoned call or an automatic callback. An automated SMS or callback will not clear the abandoned call but will update the status of the abandoned call., e.g. "Unreachable" "Disregard Call" "Requires Call Back."

The County can choose for APEX to automatically send an SMS or callback to an abandoned caller. Both the SMS and callback will prompt recipient of the call to take an action, "To speak with a call taker reply with 1. To cancel the call, reply with 2," seen in "AutomaticSMS.PNG" This SMS will be branded to the County's desired verbiage per tenant. For an automatic callback, if the recipient of the call responses with "1', indicating he/she wants to speak to a call taker, the APEX will transfer the recipient of the call to a pre-configured queue and presented to an available agent. Abandoned call reports are available in Carbyne Analytics.

4.5.28 Repeat Callers

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide a caller history feature that displays the date and time of the last 50 to 100 previous calls from the same number and include notes provided by the telecommunicator(s) who handled the previous calls.	X		
2. The solution shall identify the repeat-call condition to the telecommunicator.	X		
3. The solution shall allow agencies to specify that new calls from the same caller (within a configurable period of time) shall be routed to the same telecommunicator who handled previous call(s), if that telecommunicator is available.		X	
4. The Bidder shall describe capabilities for identifying and managing abusive repeat callers (e.g., non-service initialized [NSI] wireless phones, telephony denial of service [TDoS], location).	X		
5. The Bidder shall describe system capability to allow call history printing from a snapshot as well as to retrieve printable call history reports. Advise how long call history data will be available for access/reference by OCDIT	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne will work with the County to better understand the specific perimeters around this requirement.

Within Control Center – Events History, an admin-user can search for a phone number and see all caller history with the date, time, and data associated with each call. Carbyne has a default data retention period of two (2) years. This period can be adjusted to meet the County's data retention policy. Call data is tied to the call event and can be exported as csv file or pdf report. On the APEX UI, the Recent Calls pane will display the list of calls taken by the user and searched to filter by phone number.

4.5.29 Real-time Queries

Requirements:	Complies	Does Not Comply	Partially Complies
1. Telecommunicators shall have the ability to query telephone numbers, in real time, with a date/time range to retrieve call information for all calls—9-1-1 and non-9-1-1—received from a telephone number.	X		
2. Telecommunicators do not have to be on an active 9-1-1 call to retrieve this information.	X		
3. Telecommunicators shall have the ability to manually query for location information by entering a 10-digit number, and the number could be a wireline number or be a wireless or VOIP pANI.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Currently, the option to query phone numbers is enabled only through Control Center – Events History. This capability will be enabled within APEX. The ability to query will be applied for both emergency and non-emergency calls as well as to ongoing calls, recent calls, abandoned calls and parked calls.

4.5.30 Speed Dials

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide separate and multiple speed-dial lists for each group: a. System wide (enterprise). b. ECC/Agency (local operations); and c. Personal (by role or login ID).			X
2. The system administrator shall maintain the enterprise-wide speed-dial list.	X		
3. The ECC-wide speed-dial list is managed by the local system administrator at the ECC.	X		
4. Telecommunicators will maintain their own personal speed-dial lists. Agency should be capable of turning off personal speed-dial lists.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
5. The solution shall provide access to speed dials with a minimum of mouse click actions.	X		
6. The solution shall provide a hierarchical organization of speed dials (up to at least five levels deep), in which a list entry may refer to a single speed dial or another list.			X
7. The solution shall allow alphanumeric entries, e.g., 1-888-911-HELP.	X		
8. The solution shall allow extra digits or codes necessary to automatically dial a number and complete a call based on line type (e.g., long distance access, personal identification numbers [PINs], and star-code transfers).	X		
9. Telecommunicators shall not need to take any action to immediately access speed-dial list changes.			X
10. The solution shall associate content (files, links, etc.) with a speed-dial entry to include images, video, floorplans, comments, etc. The Bidder shall describe if and how this content is searchable.			X
11. The solution shall allow display of speed dials in either list form or graphical form (i.e., as a grid of clickable buttons, icons, graphics, and/or images).	X		
12. When a speed dial or list is assigned to a button that appears in the telecommunicator UI, the solution shall allow for the display (in a popup window) of a user-selectable set of fields when the mouse pointer hovers over the button.	X		
13. The Bidder shall describe how additional information is entered and associated with an entry.	X		
14. The Bidder shall describe search functionality (ECC prefers search-as-you-type capability).	X		
15. The Bidder shall describe options for uploading and using user-provided icons/graphics/images for speed-dial buttons.	X		
16. The Bidder shall support speed-dial entries/buttons that are dynamically populated with agencies (e.g., law enforcement, fire/rescue, emergency medical services [EMS], poison control, animal control) and services (e.g., towing, language translation) based on the caller's location.	X		
17. The solution shall support a minimum of ten speed-dial entries per service area (analogous to a legacy emergency service zone [ESZ]).	X		

Requirements:	Complies	Does Not Comply	Partially Complies
18. The solution shall support intelligent manipulation of the dialed digits (e.g., area code removal for 7-digit local dialing, adding '+1' for 11-digit dialing, etc.).	X		
19. The Bidder shall describe all methods of speed-dial import and export (e.g., comma-separated values [CSV], Structured Query Language [SQL], XML, etc.).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Carbyne will provide separate and multiple speed-dial lists for each Customer tenant to support local operations. Carbyne is already considering the development of some Enterprise capabilities. Development can be accelerated if required by the County.

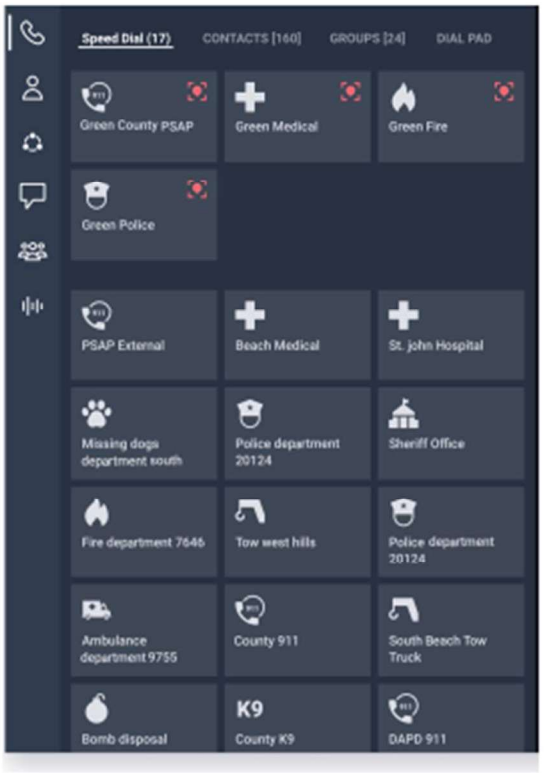
Q#6 - Carbyne provides the County the ability to create speed dials, contacts, and organize contacts by group. Carbyne supports Call via ESInet LoST Service, in which (when this service is provided by the ESINet provider) the LoST protocol maps the caller's device location to the agencies responsible for that jurisdiction. The speed dials of these agencies will dynamically move to the top of the Call Handling Pane Speed Dial section. Carbyne is considering the development of organization of speed dials if required by the County.

Q#10 - Carbyne currently provides the ability to include comments associated with a contact. This comments can be displayed from the APEX UI. When configuring speed dials within Control Center, the admin user can choose from a set of icons that will be associated with the speed dial and be visible on the APEX UI. The ability to upload and associate content with a speed-dial entry will be considered for product development based on the County's needs.

One-click speed dialing is available in APEX. By choosing the Speed Dial tab, users will be presented with the list of defined speed dials in the system.

The speed dials are displayed in a grid of clickable buttons. Each speed dial button can have an optional Icon. The order of the speed dial button is defined in the system and can be changed as necessary.

EXHIBIT VII-2



Within Control Center, contacts, groups, and speed dials are created and managed by admin-users. A user can create a contact with input fields: Name, Groups, Contact Phone Number, Label, Transfer Method, and Notes. To create a speed dial, the contact is first selected as a speed dial and then prompted to complete the input fields: Speed dial Phone Number, Label, Transfer Method, Speed Dial Short Name. The icon can be edited and is optional.

EXHIBIT VII-2

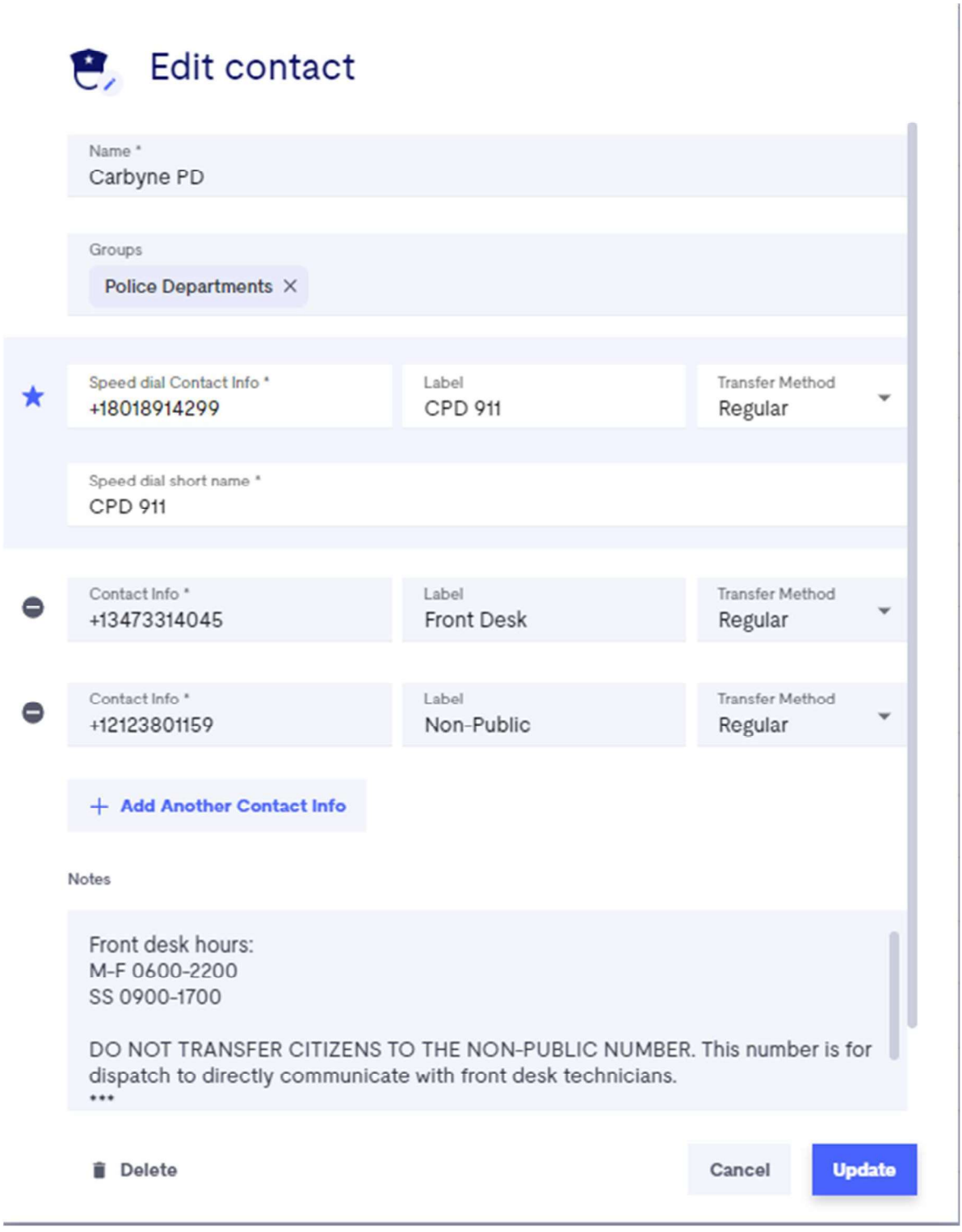


EXHIBIT VII-2

4.5.31 Automatic Call Distribution

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide ACD functionality with different queues for different call types (911, administrative, text, wireline, wireless, etc.). (Currently, Oakland County Sheriff is the only PSAP utilizing ACD functionality, but OCDIT require the ability to deploy it elsewhere at any point during the term of the contract).	X		
2. The solution shall permit trained and authorized OCDIT staff to provision ACD-related queues, routing, and telecommunicator skill settings, as needed.	X		
3. The solution shall support, at a minimum, the following ACD next-available-telecommunicator selection algorithms on a per-queue basis:			X
a. Longest idle.	X		
b. Top down.	X		
c. Round robin.	X		
d. Ring all.	X		
4. The solution shall provide the ability to change roles without having to log out and log back in.	X		
5. The solution shall display to a telecommunicator the number of calls in each queue.	X		
6. The solution shall toggle between “ready” and “not ready.” While ready, telecommunicators can receive calls presented through the ACD queues. Likewise, ACD calls are not presented to telecommunicators who are not ready.	X		
7. The solution shall provide the option to require a telecommunicator to select from an agency-defined list of reasons when changing their status to “not ready.”	X		
8. In a “longest idle” ACD environment, switching to “not ready” shall not reset the timer used to determine “longest idle” status.	X		
9. The solution shall provide a configurable option of forced (automatic) answer of ACD calls, which connects 9-1-1 callers to the next available telecommunicator, without any action needed on the part of the telecommunicator.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
Optionally, forced answer can provide an audible alert to the telecommunicator prior to connecting the 9-1-1 caller to the telecommunicator.			
10. The solution shall provide an optional, automatic, and configurable "wrap up" period following the end of a call. During this period, the telecommunicator is considered unavailable for ACD calls and may perform post-call tasks without interruption. Once the wrap up period expires, the telecommunicator is automatically made available for ACD calls.	X		
11. The solution shall support the ability of each telecommunicator to record automatic greetings, in their own voice, for each queue or call type. This enables consistent call answering, as well as giving the telecommunicator a notification of the type of call they are about to handle.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX provides ACD functionality with different queues for different call types (911, administrative, text, wireline, wireless, etc.). Users assigned the Administrator role will have access to Control Center and authorization to provision ACD-related queues, routing, and telecommunicator skill settings, as needed. APEX currently supports ACD selection algorithms ring all, longest idle agent and ring-tier.

Using APEX, the telecommunicators can toggle between "ready" and "not ready." When a telecommunicator is "not ready" he/she can move into different skillsets, and no calls are presented. While in "ready", telecommunicators can receive calls presented through the ACD queues.

In a "longest idle" ACD environment, switching to "not ready" does not reset the timer used to determine "longest idle" status.

APEX supports a configurable option of forced (automatic) answer of ACD calls, which connects 9-1-1 callers to the next available telecommunicator, without any action needed on the part of the telecommunicator. If forced (automatic) answer is configured, APEX can optionally support an audible alert to the telecommunicator prior to connecting the 9-1-1 caller to the telecommunicator.

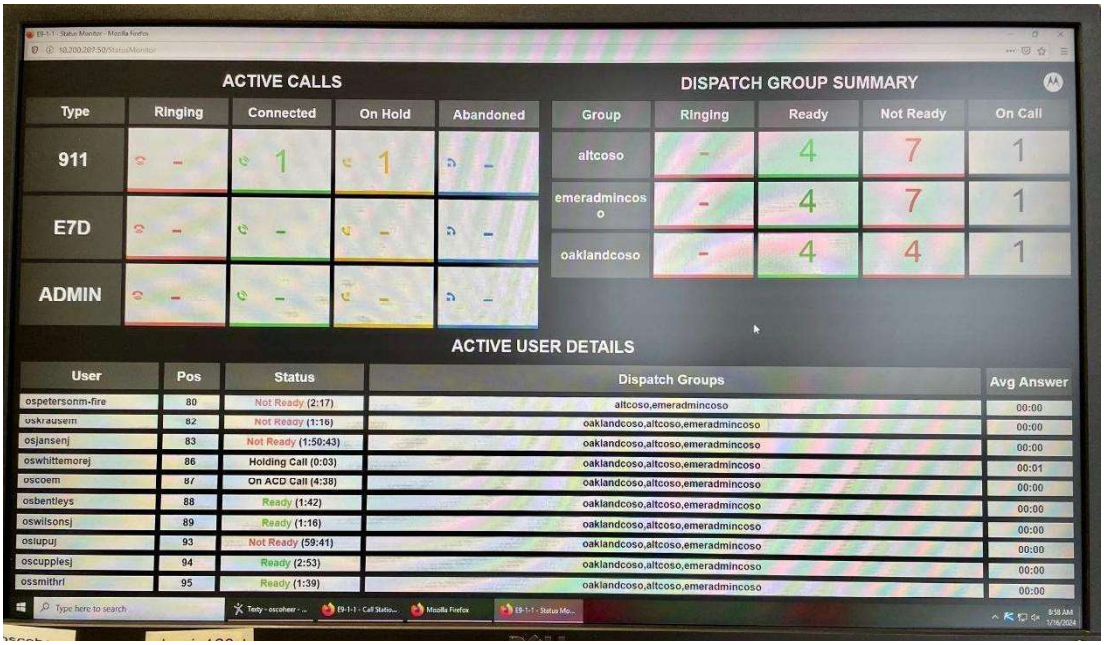
APEX provides an optional, automatic, and configurable "wrap up" period following the end of a call. The "wrap up" period is configurable between 0-300 seconds. During this set period, the telecommunicator is in a "not ready" status and therefore is unavailable for ACD calls and may perform post-call tasks without interruption. Once the wrap up period expires, the telecommunicator is automatically moved to a "ready status" and made available for ACD calls.

APEX supports "agent greetings," the ability of each telecommunicator to record automatic greetings, in their own voice, for each queue or call type.

4.5.32 Real-time Statistics

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall provide an option for one or more wall-mounted monitor/television displays for presenting real-time call information as configured by the ECC.	X		
2. Display information shall include, at a minimum:	X		
a. Name of queue or call type/category.	X		
b. Number of calls in queue or call type/category.	X		
c. Longest call-in queue or call type/category.	X		
d. Number of telecommunicators logged in.	X		
e. Number of telecommunicators available for calls.	X		
f. Number of telecommunicators not ready.	X		
3. The solution shall support configurable thresholds for color and audible alerts.	X		

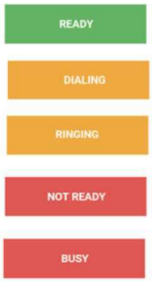
An example of the kind of display being requested is shown below:



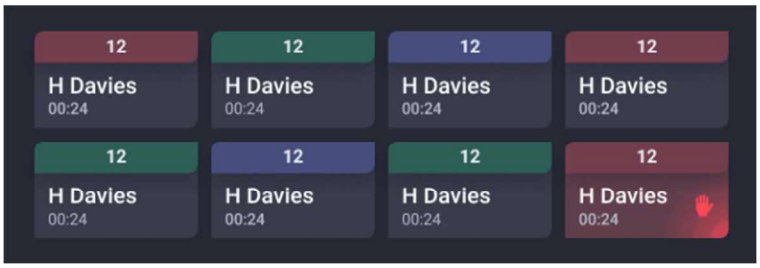
Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne Wallboards contain several displays:

- Queue status - reflects real-time monitoring of the communications center metrics and help managers to make data-driven decisions with an immediate impact on call taker response times. The Queue Status displays data about waiting calls and call takers.



- Seat Map - displays of the physical stations positioned on the communications center floor, with a live indicator of the current call taker/station status, including if the call taker requests assistance or experiences a network issue.



- Video Board - The video board wallboard enables site administrators and RTCC detectives to view up to six videos simultaneously, streamed from the Caller Interface to the communications center.

In addition, the analytics part in Control Center displays some statistics related to the PSAP functionality like Agent Time Statistics and Answer Time Statistics.

4.5.33 Call Mapping

Requirements:	Complies	Does Not Comply	Partially Complies
1. The HMI shall display ***emergency event*** location and ***calling device*** location information on a map display.	X		
2. Map display configuration (e.g., map scale, base map data, iconography, caller/event location display rules) shall be determined by the user's profile/role.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
3. The HMI shall provide the ability to display updated location (from CHE re-bids) on the map display in real time.	X		
4. The HMI shall display z-axis location data received by value or reference.	X		
5. The HMI shall display the z-axis uncertainty estimate and estimated accuracy.	X		
6. The HMI solution shall convert 3D (x, y, z)-axis information back to 2D (x, y) data if required for the CAD, sometimes known as flattening.	X		
7. The HMI solution will implement the NENA 3D GIS specification within 18 months of becoming available, including implementing "fallback" to 2D capabilities for queries to any direct or recursive ECRF that does not have 3D support.	X		
8. The HMI shall provide the ability to accept or reject the update request results.			X
9. If previous calls/incidents are shown on the display, the HMI shall provide the ability to configure how long previous calls/incidents will remain on the display before being automatically removed/hidden.	X		
10. The HMI shall provide the ability to draw and label, modify, and delete geometric shapes or points on the map display.	X		
11. The HMI shall provide the ability to make such dynamic features private (i.e., visible only to the creating agent), visible to specific groups (i.e., roles, agencies), or visible to all users.	X		
12. Such dynamic features shall be able to be captured and stored for easy reuse.	X		
13. The HMI shall have the ability to "zoom" the map display.	X		
14. Zoom parameters (e.g., default zoom level when call arrives; appearance of various features, information, iconography, and layers at different zoom levels) shall be configurable based on user role.	X		
15. Zoom history shall make it possible to return to the previous zoom level with a single click (up to ten steps back).	X		
16. It shall be possible to return to the default zoom level with a single click.	X		
17. The HMI shall provide the capability to pan the display.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
18. Pan history shall make it possible to return to the previous pan location with a single click (up to ten steps back).	X		
19. It shall be possible to return to the current call location with a single click.	X		
20. The HMI shall provide the ability to set default geographic information system (GIS) layers that are visible based on user login/role, and to manually select/unselect individual GIS layers for display.	X		
21. The HMI shall provide the ability to search for a location using either: a) geo-coordinates, b) civic addresses, or c) common place name.	X		
22. The HMI shall display location search results to the call-taker.	X		
23. If multiple results are returned, each shall include a confidence/match-score and clicking on a result shall re-center the map on the selected location.	X		
24. The HMI shall provide the ability to retrieve location information (i.e., address and geo-coordinates) by clicking on a point on the map display.	X		
25. The HMI shall provide the ability to designate a location as a call/incident location by clicking on a point on the map or selecting it from the list of search results.			X
26. The HMI shall provide the capability to display the emergency response agencies associated with a ***caller's location*** on the map display.	X		
27. The HMI shall provide the ability to display the emergency response agencies associated with an ***emergency location*** on the map display.	X		
28. The HMI shall provide the ability to graphically display the accuracy/uncertainty associated with a given calculated position.	X		
29. The HMI shall support the ability to represent calls on the map with different icons based on class of service/type of call (e.g., wireline, wireless, VoIP, SMS).	X		
30. The HMI shall support the representation of additional location information for a call based on call type/class of service (e.g., wireless, SMS, VoIP).	X		
31. The HMI shall provide the ability to answer and manage calls directly from the map.		X	

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
32. The Bidder shall describe how its solution integrates with GIS, RapidSOS, and Rapid Deploy on the same display.			X
33. The Bidder shall describe the process for updating map data and aerial imagery.	X		
34. The solution shall integrate Google or other platforms that provide street-level views.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#31 - The request to answer and manage calls may be fulfilled by the current APEX functionality of cherry picking calls from the waiting calls stack. The waiting calls stack will display the ALI location data (when available). This will enable an agent to prioritize and address waiting calls more effectively, and reduce average wait time for emergency calls. The agent will have the option to cherry pick calls that are displayed in the agent's assigned skill set. A single skill set is assigned to a call taker at any given time. At any time, the agent can change his/her assigned skill set to a different set designated to him/her.

Included in this proposal package is the Google Map solution provided natively in APEX, as well as GeoComm Maps as a mapping solution to support the County's GIS layers. This package includes the cloud-to-cloud integration between Carbyne APEX and GeoComm Maps.

The APEX HMI has a map pane using Google Maps. Upon answering a 9-1-1 call with the applicable location data, the HMI displays emergency event location (ANI/ALI) and calling device location pulled from RapidSOS. If the agent sends out an outbound message to the caller with the Carbyne Link (this can be automatically sent or manually sent), the HMI will display Carbyne Location if the caller opens the link and accepts permission to share his/her location. The location will be dynamically refreshed and does not require the agent to manually re-bid. Location attributes include altitude, accuracy, and speed. The APEX Map has map layers: Ongoing Calls, Recent Calls, Traffic, Breadcrumbs. Ongoing Calls will plot active calls on the map of that caller's location. An agent can click on an ongoing call pin to identify the event and phone number of the caller. For the Recent Calls layer, the County will have the ability to configure how long recent calls will remain being automatically removed. Google Map allows for zoom and the ability to drag. The current call location is returned with a single click.

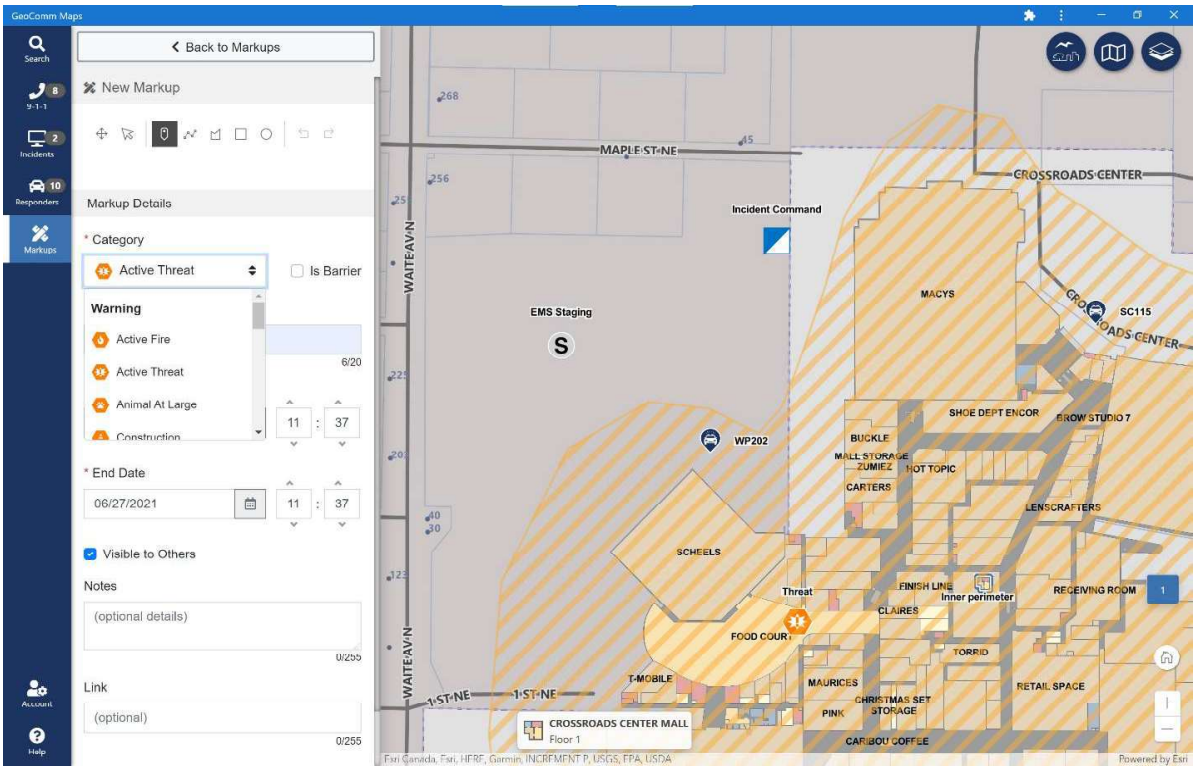
Regarding our GeoComm Maps integration:

Carbyne partially complies to "the HMI shall provide the ability to accept or reject the update request results." Carbyne interprets "the update request" as "9-1-1 ALI updates." 9-1-1 ALI updates are automatically accepted.

Carbyne partially complies to "the HMI shall provide the ability to designate a location as a call/incident location by clicking on a point on the map or selecting it from the list of search results."

EXHIBIT VII-2

GeoComm Maps includes markup functionality that can be used to indicate the location of an incident or event. Examples of categories of markups that the user can add are shown in the add new markup screenshot.



eoComm Maps integrates with GIS data and RapidSOS supplemented caller location as well as additional data, however, does not integrate with RapidDeploy.

4.5.34 MIS

Requirements:	Complies	Does Not Comply	Partially Complies
1. Authorized personnel shall be able to run reports	X		
2. The ECC shall be provided with an optional business-grade color network printer for printing reports from the MIS. Include in pricing as an option	X		
3. Reports shall support color charts and graphs.	X		
4. Authorized personnel shall have the ability to query the data to create and print ad hoc reports.			X
5. Bidder shall provide documentation on the following: a. All built-in reports included in the proposal.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
b. All additional reports currently available for an additional fee. c. Options available for custom report creation by the manufacturer. d. Options for supplementary training for ECC personnel on ad hoc report development. For each report, the Bidder shall include a description as well as an anonymized sample to show the report's layout.			
6. The Bidder's MIS documentation shall include a data dictionary and explanations of data fields available for reporting.	X		
7. After ad hoc reports have been developed, the solution shall have the ability to save the ad hoc report as a template and to optionally schedule the report for automatic execution.			X
8. The solution shall provide for reports to be scheduled for output to files, printers, or other network locations.			X
9. The Bidder shall describe how its solution can support the reporting for OCDIT's and generate reports for misrouted and on hold calls.	X		
10. The Bidder shall provide an acceptable solution meeting the current capabilities of the ECaTS formatted data stream standard used between the CHE and the InDigital program, so that PSAPs have one place for securing consistent reporting data. This can be either one way or push/pull,	X		
11. The solution shall provide 911 call information and supporting statistics as required for to complete the annual State of Michigan's County 911 reporting.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#4 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The support for ad hoc reporting within Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Q#7 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The support to save ad hoc reports as a template within Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Q#8 - Carbyne will provide ECaTS formatted data spill as part of this package. If the County's existing ECaTS package complies with this requirement, functionality will remain. The ability to schedule

reports to be sent over email via Carbyne Analytics is already being considered for development. Development can be accelerated if required by the County.

Carbyne Analytics generates statistical reports of call data, providing administrators and supervisors with an overview of their communications center activity, call taker performance and KPIs, to quickly uncover emerging trends and gain deeper insight into key issues and areas. With data visualization, it's easier to view the information in multiple intuitive widgets that display the data as tables. charts and more, enabling the users to make fast decisions and quickly shift resources to where they are needed most.

To be enabled in Q3 of 2024 is the ability to integrate with ECaTS via allowing the posting of Carbyne APEX calls data (aka CDR) and agent data to ECaTS servers, for this to be viewed later in ECaTS generated reporting system.

Please refer to the "Analytics" section of the attached APEX Control Center User Guide for information on the standard reports included in the solution offered. File name: Appendix A_Tab 4.6_Q 2.6_Control Center User Guide.

4.5.35 Instant Recall Recorder

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution shall support recording at workstations for both radio and telephony.			X
2. The solution shall support playback of radio and 9-1-1 calls independently or together.			X
3. The solution shall support the following with single-click playback controls that enable the user to navigate to any portion of the recorded conversation(s): a. Play. b. Pause. c. Stop. d. Play forward/fast forward (without altering voice pitch). e. Rewind. f. Repeat. g. Skip forward or back a configurable number of seconds.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX will support recording at workstations for telephony only. APEX will support the playback of calls after the call has ended within the Recent Calls pane, supporting play, pause, play forward/fast

forward, rewind, repeat. Call audio will also be accessible in Events History and stored per Oakland County's data retention policy. Carbyne will establish a SIPREC integration with the County's media recording system, allowing APEX to deliver call audio and metadata to the Media Recorder.

4.5.36 Artificial Intelligence and Machine Learning

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe the artificial intelligence (AI)/machine learning (ML) capabilities of the proposed CHE system.	X		
2. The Bidder shall describe plans to introduce/enhance AI/ML capabilities into the proposed CHE solution.	X		
3. The Bidder shall describe opportunities to apply AI/ML technologies and techniques to the analysis of multimedia content delivered to the ECC.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne uses advanced technologies to continuously improve our products. AI/ML capabilities are used today with plans to expand the features and capabilities Carbyne offers. APEX currently uses Natural Language Processing (NLP) to support live transcription of the call audio. Transcription is supported for active, ongoing emergency calls, and is made available for review for parked and recent calls. Transcription is viewable in the transcription pane or as closed captions in the video pane. Carbyne is currently developing and testing future APEX features with AI/ML capabilities like Emergency Call Triage and Auto Attendant for Admin lines. Carbyne has an Early Access Program in which our Early Access Participants can test and trial our latest features, provide feedback, and influence the design of our features.

4.6 Implementation Services Requirements

All responses for Section 4.6 must ALSO include completion of Appendix A, tab 4.6 in addition to the response requests outlined within this section

Implementation Services Requirements Response Table contains an inventory of the implementation requirements desired in the selected solution. This section asks you to provide information on how your solution will be implemented. It also helps us understand the timing, roles and responsibilities for the implementation of the solution.

4.6.1 Host-Remote Implementation Model

Requirements:	Complies	Does Not Comply	Partially Complies
1. The solution must be architected to support a Host-Remote deployment model with at least two geographically diverse host locations. "Host-Remote" in this instance refers to a "multi-tenant" architecture where multiple PSAPs will share the same call handling system that is comprised of at least 2 hosts. It can be hardware (traditional datacenter) centric or software (Cloud) centric.	X		
2. The solution may leverage networking assets (building and connectivity) already deployed by OCDI, PFN, and/or local jurisdiction in places where establishing new facilities may be cost-prohibitive or technically not feasible.	X		
3. It is OCDIT's expectation that all hardware and software required for service delivery will be provided as part of the per-position Host-Remote (or equivalent) flat rate, annual, or monthly fees, including all necessary modem/router/firewall/gateway hardware and any additional feature/functionality software, reporting/MIS packages, etc..	X		
4. The solution shall be able to integrate with the i3-conformant NGCS and ESInet provided by PFN/INdigital.	X		
5. All equipment must be newly manufactured and fully supported by the manufacturer with no published announcements of end of sale, EOL, or EOS as of the delivery date.	X		
6. The Bidder shall provide examples of successful in-the-field production cases where they have implemented solutions with other i3-compliant NGCS providers, ensuring its solution has a documented track record of interoperability.	X		

EXHIBIT VII-2

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

APEX is a public safety call handling solution that was architected as a cloud-native solution to effectively utilize the redundant, diverse, and scalable infrastructure provided by AWS GovCloud U.S. AWS GovCloud has two geographically diverse regions, U.S. East and U.S. West. Each region provides multiple physically separated and isolated Availability Zones (AZ). These AZ utilize AWS tier 4 data centers that are interconnect by high speed, low latency private networks. The cloud-native architecture of APEX enables active/active deployment of critical applications within and across AZ, increasing fault tolerance and ensuring SIP signaling and media streaming for critical communications. Data is replicated between regions for backup and disaster recovery capability, which is included with the base product license and provided as part of the offered solution to Oakland County.

The Carbyne APEX solution is currently deployed utilizing ESInet NGCS providers that support various stages of NENA-STA-010, including:

- AT&T ESInet (Intrado i3 NGCS)
- NOANET ESInet (Comtech i3 NGCS)
- InDigital ESInet (i3 NGCS) - Pending, currently in deployment
- CO ESInet (Lumen RFAI) - Pending, currently in deployment
- PEMA ESInet (Comtech i3 NGCS) - Pending, currently in deployment
- CalOES ESInet (ATOS, NGA, Synergem, NGCS) – Certified
- Examples of successful in-the-field production cases implemented with other i3-compliant NGCS providers include:
- Rio Grande Council of Governments (RGCOG) serving 5 counties / PSAPs in TX
- Orleans Parish Communications District (OPCD) serving New Orleans, LA
- Multi Agency Communications Center (MACC) 9-1-1 serving Grant County, WA
- Guernsey County 9-1-1 serving Guernsey County, OH (currently legacy with intent to transition to i3 ESInet)
- Jeffcom 9-1-1 serving Jefferson County, CO (currently in deployment phase)
- MO8 serving 8 jurisdictions / PSAPs in the southwestern portion of MO (currently in deployment phase with legacy, intent to transition to i3 ESInet)
- Charleston Consolidated Emergency Communications Center (ECC) serving Charleston County, SC (currently in deployment phase)
- SCIPnet serving 4 counties / PSAPs in the southcentral portion of PA (currently in deployment phase)
- • Glenview Public Safety Dispatch Center (PSDC) serving Glenview / Highland Park, IL (currently in deployment phase)

4.6.2 Multi-Tenant Capability

Requirements:	Complies	Does Not Comply	Partially Complies
1. Bidder shall setup twenty-one (21) partitioned tenants (18 primary agencies/PSAPs, one secondary PSAP, one backup PSAP, and one Training center) for OCDIT's call handling solution. OCDIT also requires the lab/training PSAP to be capable of being used for live 911 call-taking if necessary. Bidder shall explain how this functionality is provided and how unauthorized users can be prevented from mistakenly causing live 911 calls to route to the Training center.	X		
2. OCDIT shall be able to create their own unique set of configurations for each tenant (e.g., agent identifications [IDs], roles, permissions, and groups, screen layouts, speed-dial catalogs, management information system [MIS] reports, system status, screen layouts, etc.).			X
3. Authorized OCDIT administrative personnel shall have full visibility into the enterprise, including configuration control and reporting.			X

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#3 - Carbyne will allow an authorized OCDIT administrative personnel access to each tenant for configuration control and reporting. Carbyne is already considering the development of some Enterprise capabilities. Development can be accelerated if required by the County.

The Carbyne APEX multi-tenant model is per Agency / PSAP. Each of the eighteen primary PSAPs. one secondary PSAP, one backup PSAP and one Training Center will be provisioned and configured with the following (per tenant)

- Authorized client workstations
- Emergency call queue(s)
- Emergency text queue(s)
- Non-emergency / administrative call queue(s)
- SIP trunks for outbound dialing
- Control Center Events History (CDR retrieval, including voice / text / video recording)
- Control Center User Management (Agent IDs, Roles, Call Queue Skillsets, etc.)
- Control Center System Activity Audit Log
- Control Center Contact List and Speed Dial Entries
- Control Center Queue Status and Seat Map Wallboards
- Control Center Analytics (MIS reports)
- GeoComm Maps

- Preference-based configuration options

In addition, the following integrations are included in the offered solution (per tenant)

- ECaTS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application
- CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface
- Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)
- Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW
- Motorola radio console audio integration via Carbyne Trigger Module (CTM) device
- Okta SSO integration via standard SAML 2.0 interface
- RapidSOS AML integration
- InDigital Text to 9-1-1 integration
- What3Words integration
- PFN ESInet with InDigital NGCS i3 interface integration

The capability to support configurable screen layouts per tenant (as well as client application / user interface refresh) is currently in development, with early release planned for Q4 2024.

4.6.3 Project Management and Progress Reports

Requirements:	Complies	Does Not Comply	Partially Complies
1. Prior to contracting with OCDIT for call handling, the selected Bidder will provide a ***high-level*** project plan and timeline that shows the entire project calculated from the date of contract signature.	X		
2. Examples of what shall be included in the project plan, at a minimum, include:	X		
a. Data gathering.	X		
b. ECC onsite testing.	X		
c. Core component installation and testing.	X		
d. PBX[2]/CHE/mapping and workstation installation.	X		
e. Gateway/network interface testing at all ECC locations.	X		
f. Location format, update, and discrepancy reporting mechanisms, and interface testing.	X		
g. CAD, logging recorder, analog, digital, and IP voice testing.	X		

[2] *Private branch exchange.*

Requirements:	Complies	Does Not Comply	Partially Complies
h. Comprehensive test and acceptance plan for all network connections verifying complete functionality with the CHE solution.	X		
i. An overview of the approach and typical steps taken to ensure continuity of ECC operations throughout the project.	X		
j. Bidder's assigned Project Manager shall provide a Gantt chart project plan	X		
3. Within 30 days of contract signing, the selected Bidder will provide a ***detailed*** project plan, timeline, and schedule, to the contracting ECC/agency and OCDIT. This plan shall include the specific approach and steps to be taken to ensure continuity of ECC operations throughout the project.	X		
4. The selected Bidder shall facilitate biweekly project calls followed by a written progress report, distributed within 24 hours of the call, that captures the minutes and action item updates from the prior biweekly project call.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Prior to contract execution, Carbyne will provide a high-level project plan and timeline that shows the entire project calculated from the date of contract signature. The data gathering will begin prior to completion of the project plan by conducting an onsite site survey. Examples of items reviewed in this activity include: the current front and backroom environments, third-party applications, workflows, hardware and software requirements, etc.

Each project phase will be documented, detailing the tasks, ownership, dependencies, statuses, and timelines to be reviewed during each bi-weekly project update meeting, with notes produced by the Carbyne Project Manager following each call.

There are several phases for testing throughout the project timeline. Comprehensive Carbyne APEX Readiness Tests (CART) are conducted throughout the project cycle to include the following:

- Features and functionalities perform as expected
- Integrated third party applications to ensure data, formats, recordings, etc. are shared across platforms and function as expected.
- Functional Failover Testing
- Connectivity Failover Testing
- AWS In Region and Cross Region Failover Testing

OCDIT will also have the option to participate in testing once APEX is installed in each PSAP.

Carbyne will also maintain a project board for project team members (Carbyne and OCDIT) with action items, risks, and all project meeting notes accessible at any time for review. As the Cutover Plans are finalized, Carbyne, OCDIT and third parties will review the plans which are designed to

ensure business continuity throughout the migration process. A copy will also be stored on the project board for ease of access for OCDIT to review further, as needed.

The project plan will include targeted go live dates for each PSAP. There are many moving parts with complex projects, so go live dates are subject to development requirements, connectivity, PSAP and PSAP Third Party readiness, though Carbyne will strive to maintain the schedule as close as possible without compromising system integrity.

Carbyne has included a our APEX Project Plan template for the County's review (file name: Appendix A_Tab4.6_Q 1.1_Carbyne APEX Project Plan Template).

4.6.4 Transition Plan

Requirements:	Complies	Does Not Comply	Partially Complies
1. Within 30 days of contract signing, the selected Bidder shall provide a detailed transition plan that shall include a full description of the methods and procedures that will be employed to ensure a non-service-affecting transition from the current call-handling environment to the new system.	X		
2. The selected Bidder shall provide recommendations considering the complexity of the specific deployment environment.	X		
3. This transition plan shall recommend a suggested order for agency migration and provide projected time durations to complete the specific site, based on position count and other information the Bidder has learned of the county's configuration.	X		
4. The migration plan shall include a fallback procedure to restore any affected OCDIT remote ECC to a pre-transition operational state in the event of a catastrophic failure.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

4.6.5 Systems Integration

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall coordinate and work with the appropriate vendors' technicians for the test and turn-up of CAD, recorder, mapping, radio, and local ECC telephone system interfaces, as needed.	X		
2. The Bidder shall integrate OCDIT PSAP's administrative lines into the call-handling solution and provide a single phone at each telecommunicator workstation. The administrative lines are mostly SIP but some use PRIs today.	X		
3. The Bidder shall coordinate and work with OCDIT's NGCS/ESInet vendor for system integration and testing.	X		
4. The solution shall support enhanced location integration (i.e. RapidSOS, RapidDeploy) and What3Words integration within the CHE. Bidder shall describe their integration, and how each application is displayed (on same or separate monitor, etc.). If integration isn't currently available, Bidder shall explain their plans to integrate these applications.	X		
5. The solution shall provide the ability to translate the 9-1-1 call to a text record or documented dialogue.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will coordinate and work with the appropriate vendors' technicians for the test and turn-up of CAD, recorder, mapping, radio, and local ECC telephone system interfaces, as needed. Carbyne will integrate OCDIT PSAP's administrative lines into the call-handling solution, either via administrative PBX interface (SIP Trunk) or media gateway device.

The Carbyne APEX solution does not replace the administrative PBX system. Once integrated, the following capabilities are typically achievable:

- Extension dialing between APEX and the PBX
- Outbound dialing from APEX through the PBX
- Dial rules that present PBX inbound calls to an APEX queue
- Conference and transfer between APEX and the PBX

Carbyne will coordinate and work with OCDIT's NGCS/ESInet vendor for system integration and testing. APEX currently has an enhanced location integration with RapidSOS. RapidSOS AML will be displayed on the APEX UI within 'Device Location' when available for 9-1-1 calls. APEX has live transcription ability to translate the 9-1-1 call to a text record or documented dialogue.

4.6.6 Change Management

Bidder's change-management process must have the following:	Complies	Does Not Comply	Partially Complies
1. Documented change-management process including scheduled and emergency changes	X		
2. A Method of Procedure (MOP) with backout plan for review by OCDIT minimum 72 hours prior to planned maintenance activities	X		
3. A means for OCDIT to request changes and receive updates on progress	X		
4. Defined backup procedures	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to file name: 4.5.6_Carbyne Support Terms & Service Level Agreement.

4.6.7 Change Orders

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall submit, in writing, of all change orders.	X		
2. All change orders require approval by OCDIT prior to performing work, not only those for equipment or services not covered under the contract with ECC.	X		
3. OCDIT will not accept change orders resulting in additional costs unless additional features are requested by the OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne interprets 'additional features' as any change requested by the County incurring cost to Carbyne. Carbyne utilizes change orders when there is a change of scope. If there is no additional costs with a requested scope change, the change order may be one with no cost impact to the customer. However, if the change of scope requires an additional level of effort or generates additional cost for Carbyne to deliver, the cost would be included in the change order and passed on to the customer. No

change of scope, especially as pertaining to increased costs, would occur without discussion with the customer prior to creating the change order.

4.6.8 Service Interruptions and Facility Damages

Requirements:	Complies	Does Not Comply	Partially Complies
1. As the selected Bidder performs the installation and cutover of the equipment, the Bidder shall assure the ECC that there will be minimal interruption to normal business operations.	X		
2. Prior to any ECC visit, the Bidder shall provide advance notice to, and obtain authorization from, OCDIT, which reserves the right to alter or suspend the intended schedule for any reason at its sole discretion.	X		
3. The Bidder shall be responsible for the repair or restoration of any damages caused by the Bidder, its subcontractors, or delivery personnel to any ECC or agency facilities through the receipt, delivery, installation, or testing of the solution.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has a 24/7 NOC team. Our NOC will dispatch and alert our support teams worldwide in an automated “follow the sun” mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

The NOC will assign an initial tier of Support Services based on the information you provide or was proactively discovered by our monitoring platforms, monitoring the sanity and health status of your solution.

The NOC will evaluate the issue and implement a remote fix or a workaround. If a remote fix or a workaround are not possible, on-site support will be dispatched, based on the severity and the SLA uptime, stated in the Support Terms agreement (file name: 4.5.6_Carbyne Support Terms & Service Level Agreement).

4.6.9 Storage, Staging, Delivery, and Inventory Control

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall be accountable for the storage of materials until such time that the items are to be installed.	X		
2. Neither OCDIT nor OCDIT ECC facilities may be used as a warehouse for uninstalled equipment.	X		
3. The Bidder shall coordinate with OCDIT for the shipping, staging, and testing of all equipment prior to installation.	X		
4. The Bidder shall be responsible for ensuring that the equipment is fully staged, configured, and tested prior to delivery to OCDIT.	X		
5. The Bidder shall arrange for equipment to be delivered onsite as-needed, and the cost for delivery shall be included in the Bidder's proposal.	X		
6. Receipt, inventory, and movement of material are the responsibility of the Bidder.	X		
7. The Bidder shall be responsible for the disposal of shipping material, as well as the daily removal of other refuse.	X		
8. The Bidder shall provide OCDIT with a detailed inventory of all equipment installed on ECC premises, whether purchased by OCDIT or provided by the Bidder as part of a Host–Remote offering.	X		
9. At a minimum, the inventory data shall include where it is installed, manufacturer, part number, serial number, quantity, and model number.	X		
10. The Bidder shall provide the inventory in hard- and soft-copy format using Microsoft Excel.	X		
11. The Bidder shall be responsible for all hardware, from its receipt prior to staging until it is accepted by OCDIT personnel in writing.	X		
12. Any hardware or equipment lost, misplaced, or damaged prior to acceptance will be replaced at the Bidder's sole expense.	X		
13. Designated OCDIT technicians shall participate in the deployment of positions at PSAP facilities. During installation of all equipment Bidder shall coordinate with OCDIT staff and allow any asset tagging and/or labeling to occur, as deemed appropriate by OCDIT staff.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne's Project Manager assigned to the project will coordinate recurring meetings, capture meeting notes, involve the required parties and manage the risk register to track ongoing issues or risks to the project. Carbyne will coordinate with OCDIT for the shipping, staging, and testing of all equipment prior to installation. The equipment is to be configured and tested prior to delivery to OCDIT. The cost for delivery is included in the price of our proposal package. Carbyne will be responsible for the disposal of shipping material, as well as the daily removal of other refuse. Carbyne will provide OCDIT with a detailed inventory of all equipment installed on ECC premises, via hard- and soft-copy format using Microsoft Excel. Designated OCDIT technicians shall participate in the deployment of positions at PSAP facilities. During installation of all equipment Carbyne will coordinate with OCDIT staff and allow any asset tagging and/or labeling to occur, as deemed appropriate by OCDIT staff.

4.6.10 Code Compliance, Grounding, and Transient Voltage Surge Suppression

Requirements:	Complies	Does Not Comply	Partially Complies
1. Installation must comply with all applicable national, state, and local codes.	X		
2. All metallic circuits (data or voice) shall be equipped with both primary and secondary transient voltage surge suppression (TVSS) devices per industry standards and best practices for telecommunications equipment.	X		
3. The secondary TVSS device shall have an operational indicator in the form of a light or audible signal to alert maintenance personnel that the device has been exercised, failed, or the circuit is no longer protected.	X		
4. The ECC where TVSS devices are installed shall be provided an onsite spares kit to assist in emergency restoration.	X		
5. TVSS equipment shall comply with UL 497A, *Secondary Protectors for Communications Circuits.*	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will not be installing access circuits to the PSAP. Existing PFN ESInet connections will be utilized. The installation of TVSS is not applicable to Carbyne's deployment of APEX.

4.6.11 Software Backup and Restoration

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall perform automatic backups of software, as well as all ECC-specific configurations and databases. The backups cannot affect system performance.	X		
2. The Bidder shall describe in detail, in the proposal, the recommended backup schedule on the workstations, servers, and any other customer-premise-installed devices that have databases, operating systems, and/or configurations that may be backed up.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#1 - Data is replicated between regions for backup and disaster recovery capability, which is included with the base product license and provided as part of the offered solution to the County.

Q#2 – Carbyne's customer-premise-equipment, as included in this proposal package, is limited to workstation equipment, Digi devices, Carbyne trigger modules, and Carbyne managed firewalls, switches, or routers. For Carbyne provided equipment, any backup configurations will be provided per the County's requirements. Carbyne will provide documentation of monitoring and alarm solutions upon request. Carbyne will provide as-built documentation, ATP, detailed inventory lists, any additional documentation as required.

4.6.12 Maintenance and Repair History Log

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide, utilize, and maintain an online history log for all OCDIT sites that tracks all system issues, resolutions, configuration changes, upgrades, etc. that are performed onsite or remotely. The Bidder shall describe the process for managing the history log and provide read access to OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Technical issues are documented under a Support ticket submitted in Zendesk (both for proactive and reactive incidents)

Change Managements are documented, tested, verified, and approved by the department management. In case a risk or a potential risk on the PSAP operations is identified, it will be shared with the PSAP directly by the Support team, the CSM to assess, plan, schedule and implement it, based on a mutual agreement between Carbyne and the PSAP.

Software upgrades are once a quarter. Upgrades are done gradually, based on Carbyne best practices after agreed with the customer on the deployment strategy.

Infrastructure upgrades are documented from day 1 until the end of the customer contract (no retention period).

4.6.13 Spares and Advance Replacement

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall include a critical spares kit for all customer-premise-installed equipment. Any spares used out of the kit shall be replaced within 24 hours with tracking information about the shipment provided in advance.	X		
2. The Bidder shall describe the plan for maintaining a readily available cache of replacement parts to be available for delivery onsite within the response time frames outlined in *Appendix B.1 – Performance Standards and Terms*.	X		
3. The Bidder shall provide pricing and documentation describing the repair and advance-replacement processes for out-of-warranty solution components purchased (versus leased) by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All critical components will have a spare ready for a pre-configured hot swap. All non-critical components will have a support plan, including RMA, and will be replaced based on the SLA.

4.6.14 Software Release Management

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe the frequency of scheduled software releases and the decision-making processes involved in deciding what features and defect resolutions to include in a scheduled release.	X		
2. Maintenance releases and feature releases shall be provided to all OCDIT ECCs at no cost while a maintenance agreement is in place.	X		
3. The Bidder shall describe the frequency of defect-resolution software releases and the decision-making processes involved in selecting which software defects to fix.	X		
4. The Bidder shall notify and coordinate scheduling with OCDIT whenever solution servicing requires onsite visits. Notification shall occur no less than ten business days before the needed visit and scheduling shall be at the sole discretion of the OCDIT.	X		
5. The Bidder shall include in its proposal the procedure to manage and track system changes. This is especially important when changes affect the performance of a particular device, and it needs to be returned to its former configuration. The configuration-management procedure shall be available to maintenance personnel and OCDIT staff.	X		
6. The Bidder shall provide release notes to OCDIT no less than ten business days prior to system upgrades or updates, clearly identifying any new functionality of which OCDIT may wish to take advantage.	X		
7. The Bidder shall request authorization from OCDIT no less than ten days prior to performing maintenance, upgrades, backups, restorations, or other system changes that may impact the performance or functionality of the system or service (depending on how the call-handling solution is procured). The only exception to this advance-notice requirement is in cases where an update or upgrade is immediately required to restore a failed or failing service or component.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne makes APEX upgrades available at no additional cost, typically four (4) times a year (each a "Quarterly Release"), during the Maintenance & Support Period. These upgrades generally include newly released versions and "Hot Fixes" but may exclude new features that are made available separately.

Upgrade dates will be announced by the Customer Success Manager via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

4.6.15 Warranty and Monitoring

Requirements:	Complies	Does Not Comply	Partially Complies
1. For all software and Bidder-provided, OCDIT-owned hardware, the Bidder shall include 24 x 7 x 365 parts and labor warranty for the duration of the contract (first five years) from the date of final OCDIT acceptance. The Bidder shall provide 24 x 7 x 365 extended warranty (parts and labor) for years six and seven, as options.	X		
2. For all software and Bidder-provided OCDIT -owned hardware, warranties shall cover hardware, cabling and connectors, and software, and include 24 x 7 x 365 phone/web support.	X		
3. The Bidder shall include 24 x 7 x 365 remote system monitoring and maintenance. The Bidder shall describe its monitoring facilities (NOC/SOC, primary, secondary, backup, etc.) and staffing to both monitor and respond.	X		
4. The Bidder shall describe NOC services, including proactive and reactive maintenance plans. Response shall include details regarding the number of certified technicians who will reside within a two-hour drive time to each call-handling site.	X		
5. System monitoring shall include a near-real-time portal through which the ECC may configure a dashboard-type view for monitoring its data and voice activity as well as overall system status and health.	X		
6. The Bidder shall describe how out-of-warranty items are repaired or replaced. The Bidder shall describe the processes and procedures along with the estimated cost for all system components.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

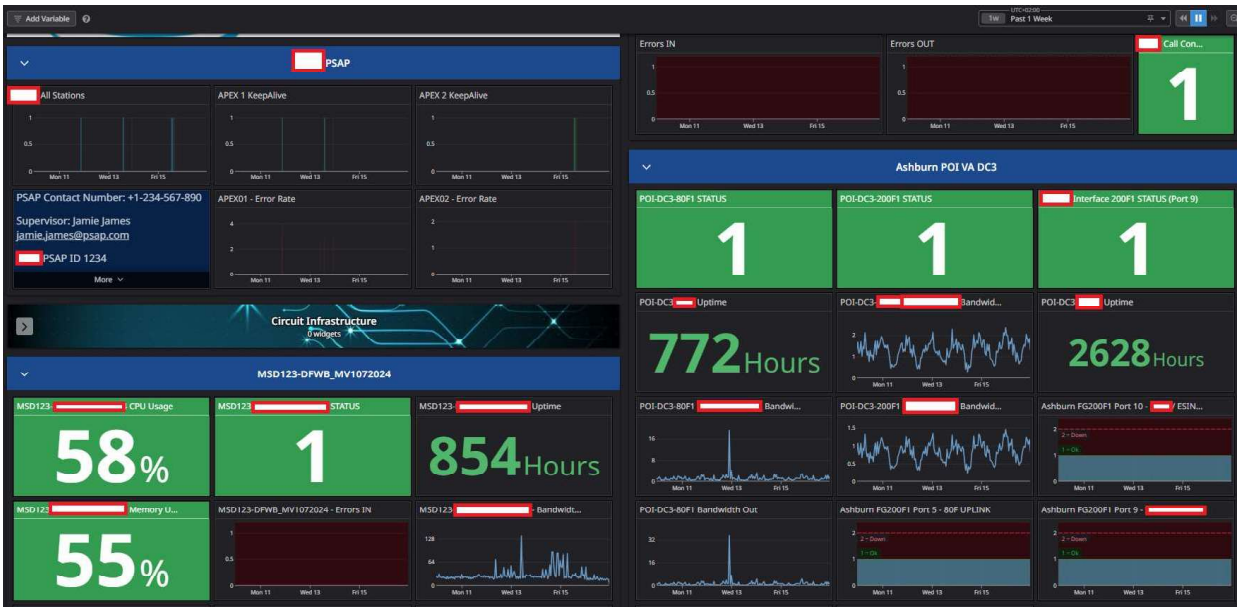
Please refer to file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

4.6.16 Incident and Trouble Reporting

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe the procedures involved for initiating, tracking, communicating status, and resolving trouble reports. The Bidder shall describe all capabilities available with the solution, including remote monitoring, maintenance, troubleshooting, and repair.	X		
2. In addition to the built-in capabilities, the Bidder shall describe capabilities to interface with other management systems using standard protocols such as Simple Network Management Protocol (SNMP) or Common Management Information Protocol (CMIP).	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

All hardware (on site and the POI) are managed using SNMPv3.



4.6.17 Escalation Procedures

Requirements:	Complies	Does Not Comply	Partially Complies
1. Following cutover, OCDIT may require escalation of an issue for resolution. The Bidder shall provide: a. Documentation of the escalation process along with names, titles, and contact information. b. The after-hours escalation process if it is different from normal work hours. c. The process for updating escalation documentation as personnel changes occur during the contract period.	X		
2. The escalation process shall address inclusion of the manufacturer (if other than Bidders) in meetings and discussions with affected ECCs when the Bidder's efforts have not resolved the issue.	X		
3. Escalation processes shall describe in detail the procedures for OCDIT regarding resolution of critical defects, including time to resolution and engagement of Tier 3 or Tier 4 engineering and development resources.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Please refer to file: 4.5.6_Carbyne Support Terms & Service Level Agreement.

3.2 Ticket Escalation Matrix (by Level)

a. Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the named individual as part of this escalation process as we deem appropriate.

Level	Name	Position	Contact Email	Contact Phone
Level 1	Julio Campos	NOC Manager	julioc@carbyne.com	+1 (571) 699-9432
Level 2	Alex Mor	Director of Customer Service	alexm@carbyne.com	+972 (54) 6488-646
Level 3	Ohad Moses	Director of Professional Services	ohad@carbyne.com	+1 (201) 486-9349
Level 4	Eyal Oron	VP of Global Operations	eyal@carbyne.com	+1 (201) 888-1955
Level 5	Noam Fraenkel	VP of Research & Development	noam@carbyne.com	+972 (54) 4497-073
Level 6	Alex Dizengof	Founder & CTO	alex@carbyne.com	+1 (201) 744-1192

4.6.18 CHE Documentation

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide documentation for all user-accessible configurations.	X		
2. The Bidder shall provide documentation for an MIS solution, if provided, including: a. Sample reports. b. Report customization and automation; and c. Ad hoc report design, including best practices.	X		
3. The Bidder shall provide administrator guide(s) including screen layout customization and speed-dial directory maintenance, import, and export, user account management, etc.	X		
4. The Bidder shall provide telecommunicator quick reference cards for call handling, mapping, discrepancy reporting, and other provided systems.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will provide documentation for all user-accessible configurations, as well as documentation for Carbyne Analytics within Control Center. Carbyne has User Guides that will be shared with the County. For each new software release (quarterly), Carbyne will share Release Notes with the County prior to the new software being released. Carbyne can also develop quick reference cards for the telecommunicators to utilize.

4.6.19 Training

Requirements:	Complies	Does Not Comply	Partially Complies
1. Proposals shall include options for both train-the-trainer and end-user training with different content for telecommunicator staff versus supervisors and/or administrators.	X		
2. Operational training on the call-handling and mapping features and functionality will be provided to all telecommunicators and superusers.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
3. Training for superusers shall also include monitoring, reporting, system health, and performance (MIS).	X		
4. Training for superusers shall also include GIS and mapping administration.	X		
5. Proposals shall include options for ECC-specific training.	X		
6. Training schedules shall accommodate 24 x 7 shifts.	X		
7. All training materials shall be available in digital form.	X		
8. OCDIT reserves the right to record all training sessions and make available to staff online for refresher and new-agent training at no additional charge.	X		
9. Training services shall include an onsite trainer/coach for a minimum of four hours for each different shift immediately following cutover (on-the-job training/coaching).	X		
10. The Bidder shall provide a summary/syllabus and duration of each training class so that the ECC can coordinate personnel schedules.	X		
11. Training materials shall include quick-reference guides for call-takers (CHE and mapping).	X		
12. Training for call-takers shall take place no more than two weeks prior to go-live (retention issues).	X		
13. The Bidder shall describe the suite of training classes available, including in-person and online options.	X		
14. OCDIT technician certification training (at manufacturer's site if appropriate) for two people in two different sessions on different days. OCDIT technicians will act as onsite Tier 1 support for the PSAPs as well as smart-hands support for the manufacturer when necessary.	X		
15. OCDIT technician training shall include refresher (or new technician) training every two years for the same number of personnel.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has included a sample training plan that will be customized for the County during the Initial Project Phase (file name: 4.6.19_Carbyne Sample APEX Training Plan).

4.6.20 Pre-Cutover Acceptance Criteria

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall provide evidence of the backup of all configuration files and databases for all customer-premise-installed equipment.	X		
2. The Bidder shall provide confirmation and documentation of control, monitoring, and alarm solutions.	X		
3. The Bidder shall provide an inventory of all Bidder-provided, OCDIT premise-installed equipment to include manufacturer, model, part number, quantity, serial number, and installed location.	X		
4. The Bidder shall provide acceptance test plans (ATPs) and documentation reviewed and approved by OCDIT.	X		
5. If, during testing, OCDIT staff believe that a solution test fails, it will provide Bidder with a written description of what test failed and why. The Bidder will work expeditiously to resolve the problem, providing an estimated time of resolution.	X		
6. The Bidder shall provide final as-built drawings (preferably in editable Visio format) within 30 days of cutover.	X		
7. As-built documentation shall include all customer-premise-installed cabling, equipment, and configurations, bringing attention to unique or special deployment details.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne's customer premise equipment, as included in this proposal package, is limited to workstation equipment, Digi devices, Carbyne trigger modules, and Carbyne managed firewalls, switches, or routers. For Carbyne provided equipment, any backup configurations will be provided per the County's requirements. Carbyne will provide documentation of monitoring and alarm solutions upon request. Carbyne will provide as-built documentation, ATP, detailed inventory lists, any additional documentation as required.

4.6.21 Acceptance Testing

Requirements:	Complies	Does Not Comply	Partially Complies
1. OCDIT's call-handling acceptance testing is intended to validate that the Bidder's solution operates before being used in the live ECC environment and as asserted in the RFP response. The testing period shall last as long as necessary until there are zero Priority One, Two, or Three faults.	X		
2. The selected Bidder shall provide a baseline OCDIT Call-Handling Acceptance Test Plan (including specific test cases, scenarios, and expected outcomes) to OCDIT at least 28 days in advance of the planned execution thereof and allow OCDIT a full two weeks to modify the test plan to meet their acceptance criteria.	X		
3. If a failure to comply occurs:			
4. The OCDIT will provide a written notification to the Bidder with its classification of the fault according to the four categories: a. **Priority One** Fault — A critical system fault that renders the solution even partially inoperable. These faults are unacceptable to the County. b. **Priority Two** Fault — A major system fault that significantly reduces the solution's performance and ability to function. These faults are unacceptable to the County and must be resolved before any PSAP cutovers to the new CHE solution can occur. c. **Priority Three** Fault — A minor system fault that marginally affects system performance and functionality. These minor faults are operational in nature and only are acceptable while in the acceptance testing phase. These faults must be resolved before the County will agree to cutover any PSAPs to the new CHE solution. d. **Priority Four** Fault — A combination of minor system faults and configuration punch list items. These are items that have minimal or no effect on system performance and functionality but must be resolved before the County will accept the overall (final) solution.	X		
5. If the Bidder disputes OCDIT's fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call shall include OCDIT, the Bidder, and, at OCDIT's discretion, representative(s) from the ECC. If agreement is not reached within 30 minutes, OCDIT's classification will prevail.	X		
6. The Bidder shall remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and shall provide written notification of the remedy to OCDIT.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
7. The acceptance testing process continues until compliance with all test cases is achieved, or only Priority Four faults remain, (meaning PSAP cutovers can commence). Once this is achieved, the acceptance testing will be officially accepted by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Q#5 - Based on our experience deploying similar projects to the County, Carbyne recommends rolling implementation and conducting acceptance tests before and after the cutover for each PSAP location.

Q#7 – Carbyne included a template project plan for the County's review. File name: Appendix A_Tab 4.6_Q 1.1_Carbyne APEX Project Plan Template

4.6.22 Cutover Coordination

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall coordinate cutover activities with all service providers and OCDIT personnel.	X		
2. A detailed cutover plan, along with coordination conference calls and supporting documentation, shall be provided to all participating parties, at least 45 days before cutover begins.	X		
3. The Bidder shall review the cutover plan with OCDIT staff at least 14 days prior to cutover.	X		
4. The Bidder shall provide trained and capable technical and functional solution support, and the project manager shall be available and onsite the day of cutover.	X		
5. The Bidder shall offer the option of in-person, onsite cutover support for end users to ease the transition to the new system. This shall include at least four hours following cutover.	X		
6. The Bidder shall state the length of time technical support staff will be onsite for each cutover.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne will coordinate cutover activities with all service providers and OCDIT personnel. Carbyne will provide a cutover plan at least forty-five (45) days before the cutover. The cutover plan for each site will be reviewed with the County at least fourteen (14) days before the cutover at the site begins. The project manager and technical support staff will be on-site for cutover.

4.6.23 Final Solution Acceptance

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Final Solution Acceptance is intended to validate overall system performance after all OCDIT PSAPs have cutover. This process includes (but will not be limited to) verification of things such as the following: a. Inter-ECC transfers and conferences. b. Automatic system failover and maintenance of full system functionality when/if a hardware, software, or network component fails or is taken out of service. c. Proper alternate/policy routing is facilitated with OCDIT's NGCS provider when/if necessary. d. High call volume performance. e. Audio quality verification. f. Miscellaneous feature/functionality.	X		
2. System final acceptance cannot begin until OCDIT has successfully completed all ECC cutovers to the new CHE service. The period shall be sufficient to demonstrate the solution's performance and reliability over 30-consecutive calendar days with zero Priority One, Two, or Three faults.			X
3. If a failure to comply occurs:			
a. OCDIT will provide a written notification to the Bidder with its classification of the fault according to the four categories.	X		
b. If the Bidder disputes OCDIT's fault classification, a call will be held at the earliest possible opportunity to resolve the disagreement. Parties to that call shall include OCDIT, the Bidder, and, at OCDIT's discretion, representative(s) from the ECC. If agreement is not reached within 30 minutes, OCDIT's classification will prevail.	X		

Requirements:	Complies	Does Not Comply	Partially Complies
c. The Bidder shall remedy the non-compliance per the Service Levels and Service Management Performance Standard sections of the contract and shall provide written notification of the remedy to OCDIT.	X		
d. For any conditions that reset the baseline period timer, the timer will restart upon OCDIT's written acceptance of the remedy, or five business days following delivery of the remedy, whichever is sooner.			X
e. This procedure continues until compliance over the 30-day baseline period is achieved, at which time the acceptance notice will be executed, and the final call-handling solution will be deemed accepted by OCDIT.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Based on Carbyne's experience deploying projects similar in scope to the County, Carbyne recommends final solution acceptance is based on each PSAP.

4.6.24 CHE Performance Standards and Service Level Requirements

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe how the proposed solution(s) will meet the requirements and definitions in *Appendix B.1 – Performance Standards and Terms* of this solicitation package.	X		
2. The Bidder shall describe how the proposed solution(s) will meet the requirements in *Appendix B.2 – IP Network Measurement and Reporting Requirements* of this solicitation package.	X		
3. The Bidder shall describe how the proposed solution(s) will meet the requirements in *Appendix B.3 – Service Level Agreement* of this solicitation package.	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Each critical CHE component will have a redundancy, and HA, to ensure service continuation that meets the uptime of the solution, as stated in the SLA document.

This will be tested, verified, and confirmed before the Go Live cutover takes place.

4.7 Security Requirements

All responses for Section 4.7 must ALSO include completion of Appendix A, tab 4.7 in addition to the response requests outlined within this section

The Security Requirements Response Table contains an inventory of the Security specifications and requirements desired in the selected solution. This section asks you to provide information on how your solution aligns to our Security principles and guidelines.

Requirements:	Complies	Does Not Comply	Partially Complies
1. The Bidder shall describe how its security approach embodies the best practices outlined in the latest version of NENA 75-001, *NENA Security for Next-Generation 9-1-1 Standard (NG-SEC)*, and whether security is treated as an integral function of each solution element from the initial design stage or if security is treated holistically as a separate overarching functional element of the solution. Additionally, the Bidder shall detail how its solution addresses the requirements of the following sections of the standard: A) Section 6 – General Security B) Section 7 – Safeguarding Information Access C) Section 9 – Network and Remote Access Security Guidelines	X		
2. The Bidder shall include a security plan (physical, application, and network).	X		
3. The solution shall utilize encryption in all communications across the CHE network.	X		
4. The solution shall provide firewalls between call-handling nodes and their external connections.	X		
5. The Bidder shall ensure that all components and/or functional elements providing call-handling and/or NG9-1-1 services, under a contract from this solicitation, carry credentials traceable to the national PSAP Credentialing Agency (PCA).	X		
6. The Bidder shall have a credentialing plan/process for external entities with staff requiring access to any elements or services provided as a part of any contract resulting from this procurement.	X		

EXHIBIT VII-2

Requirements:	Complies	Does Not Comply	Partially Complies
7. The Bidder shall perform proactive analysis of the network for vulnerabilities including independent security audits of the solution.	X		
8. The Bidder shall have a defined continuity of operations (COOP) plan as well as a disaster recovery (DR) plan and make those plans available for review at OCDIT's request.	X		
9. The Bidder shall provide access reports from facilities (physical access) down to the individual device level (physical or virtual access), upon request, when a service-impacting issue has occurred.			X
10. The solutions shall require multifactor authentication for any remote access into the systems supporting this CHE and network deployment, as well as for access to any externally accessible portals, user interfaces (UIs), system dashboards, etc..	X		
11. The Bidder shall describe their security software update policy, frequency, and procedures.	X		
12. The Bidder shall describe policy/approach to independent system security audits.	X		
13. The Bidder shall describe their plan/approach for adopting evolving security best practices.	X		
14. The Bidder shall complete the NG-SEC Audit Checklist, and submit for approval, as described in NENA 75-502, *Next Generation 9-1-1 Security (NG-SEC) Audit Checklist 75-502*. (For this procurement, the Bidder must comply with all requirements designated as Required "R" in column labeled "Compliance Finding").	X		

Use this space to elaborate on the compliance responses to the requirements in the table above. Include any additional information (diagrams, graphs, screenshots, etc.) you think is needed to describe how your solution addresses these requirements. Add additional lines as needed.

Carbyne has a security approach that embodies the best practices outlined in the latest version of NENA 75-001, NENA Security for Next-Generation 9-1-1 Standard (NG-SEC). APEX is compliant with NENA 75-001. Carbyne is educated and aware of evolving security best practices and incorporates such in our security approach.

OAKLAND COUNTY MICHIGAN
PURCHASING

OAKLAND COUNTY EXECUTIVE DAVID COULTER

Purchasing
(248) 858-0511 | purchasing@oakgov.com

Oak-0000000535 - 911 Call Handling Equipment (CHE) Replacement RFP

Post Bid Clarification - Carbyne Response

Due to the length of time since your initial responses to the Oakland County CHE RFP, and understanding that technology has continued to evolve, please respond to the following **no later than February 21, 2025 by 2:00pm:**

1. The initial RFP was unclear regarding service. To clarify, Oakland County requests vendor provided service. Please adjust your pricing accordingly, and:
    a. Describe your implementation and support service model, to include the specific steps required for incident escalation, support, and resolution

Implementation
The Carbyne Global Operations team follows a structured process to ensure a smooth setup and deployment. They begin with planning, system configuration, and rigorous testing, followed by a pre-go-live phase, where the system is validated in a controlled environment. As part of the Carbyne Acceptance Readiness Testing (CART) process, customers are actively involved in final validation to ensure the solution meets their needs before going live. Once deployed, the team continues to provide hands-on support, training, and performance optimization to ensure a seamless transition into full operation. Handover to Support is done after several weeks. Building upon this foundation, Carbyne employs innovative approaches to deliver exceptional value to its customers. The company leverages cutting-edge project management tools such as Smartsheet, Monday.com, and ClickTime to meticulously oversee project phases, milestones, tasks, and potential risks. This technological integration is complemented by a proven methodology that ensures projects remain on track, within scope, and adhere to budget and timeline constraints.

Over the years, Carbyne has developed a suite of proprietary tools and templates that standardize and optimize deployment best practices across all projects. This approach not only enhances efficiency but also ensures consistency and quality in service delivery. The project structure is strategically segmented into distinct areas of responsibility, encompassing Software, Hardware, Network Connectivity, and Integrations. Each domain is overseen by dedicated specialists who report directly to the project manager. This central figure serves as the linchpin, orchestrating the entire spectrum of activities throughout the project lifecycle. The project manager's role extends beyond internal coordination, facilitating seamless communication and collaboration between the customer, their vendors, and Carbyne's internal teams.

This holistic and innovative approach to project management and service delivery enables Carbyne to consistently exceed customer expectations, driving successful implementations and fostering long-term partnerships.

Support
Carbyne's support team is divided into three levels to handle various issues:

Tier 1 (Network Operation Center or NOC Team), who's US Based operating remotely, takes care of the vast majority of proactive and reactive inquiries, and keeps an eye on system monitoring performance.
Proactive Monitoring:

- Anomaly detection – Identifies unusual patterns in logs, metrics, and system performance.
- Predictive alerts – Flags potential failures based on historical trends and live data.
- Root cause correlation – Links incidents across infrastructure and applications to speed up troubleshooting.
- Network & latency monitoring – Tracks packet loss, connectivity issues, and AWS region performance.
- Service health monitoring – Monitors API uptime, database availability, and system resource usage.
- Synthetic & real-user monitoring – Simulates user interactions and tracks real-time performance.
- Integrations – Alerts are connected with OpsGenie, Slack, Jira, and Carbyne's incident workflows for immediate response. They also monitor the customer site during scheduled maintenance activities, verify full functionality during and after the activity ends.

Tier 2 (Technical Support Engineers or TSE Team) receives escalations from Tier 1, investigates and works on more complex problems. In addition, they are in charge of APEX software upgrades, feature enablement, and attending customers' technical sessions.

Tier 3 (Professional Services Engineering or PSE) steps in when a severe incident is detected, or a significant change is required. In addition, change management that is outside the SOW (required during the contract life cycle, will be conducted by the PSE team).

Carbyne Escalation Process and Incident Management
Carbyne is committed to providing 24/7/365 live support across multiple time zones, ensuring that critical incidents are addressed promptly and effectively. Our cloud-based

infrastructure allows us to resolve 99% of issues remotely, eliminating the need for on-site interventions and significantly reducing response times. The escalation process follows a structured approach to ensure that incidents are addressed based on their severity and business impact. We have automated escalation mechanisms in place to enhance efficiency and minimize response times. These automated triggers notify the relevant teams and stakeholders at predefined thresholds, ensuring seamless communication and action.

Incidents are classified based on their severity, with Priority 1 (Sev1) incidents representing complete outages or significant service degradation affecting multiple customers or 9-1-1 traffic. When a Sev1 incident occurs, the NOC team identifies and validates the issue before escalating to Tier-2 engineers for in-depth troubleshooting. If unresolved, the Incident Manager and VP of Global Operations are engaged to assess the impact and coordinate resources. If the issue persists or affects 9-1-1 traffic, the CTO and VP R&D are involved to provide technical oversight. Throughout the process, automated incident dashboards provide real-time visibility, ensuring prompt responses and adherence to strict SLAs, with immediate acknowledgment and triage within 5 minutes and progress updates every 30 minutes.

To enhance efficiency, Carbyne employs automated escalation mechanisms such as real-time monitoring, alerting, and on-call engineer notifications via SMS, email, and chat. Escalation timers ensure that incidents move up the chain if not addressed within predefined thresholds. Customers receive automated status updates to keep them informed of ongoing incidents and expected resolution times. Carbyne's structured escalation process, combined with AI-driven predictive alerts, global 24/7 coverage, and fast-track escalations, ensures that incidents are handled with urgency, minimizing impact while maintaining stringent SLA commitments.

Escalation
Carbyne Support prioritizes issues based on urgency to get items resolved based on your escalation interval outlined in Appendix B of the RFP. Critical (P1) issues get immediate attention from Tier 2 and Tier 3, while less urgent problems follow a set timeline to ensure an SLA isn't missed. Customers get regular updates, and for outages, Carbyne generates a Root Cause Analysis (RCA) to identify the root cause, and define mitigation steps to prevent the issue from happening again.

2. Describe what services are to be completed remotely, and which tasks require on-site technician response.

The majority of Carbyne's services are handled remotely, including system configuration,

software updates, proactive monitoring, and troubleshooting. The Professional Services team remotely sets up and configures the system, while the 24/7 Support Team (NOC & TSEs) manages incidents, reconfigurations, and AI-driven monitoring. Software updates and security patches are also provided remotely, ensuring continuous system optimization and minimal downtime.
Carbyne's innovative SaaS-based solution offers significant advantages, particularly in terms of remote capabilities and reduced need for on-site presence. Here's an expanded explanation of Carbyne's remote services:

Remote Deployment and Configuration
Carbyne's cloud-native architecture allows for:

- Remote system setup, configuration, and testing
- Virtual deployment of software components
- Minimal on-site hardware requirements

This approach significantly reduces deployment time and costs associated with traditional on-premise solutions.

Proactive Monitoring and Maintenance
Carbyne has implemented an advanced monitoring and alerting platform:

- Real-time tracking of hardware, network, and software performance
- AI-driven anomaly detection for early issue identification
- Comprehensive dashboards displaying both business metrics and system health

This proactive approach allows Carbyne to address potential issues before they impact operations.

Remote Updates and Upgrades
Carbyne has a remote management of system updates:

- Remote software updates and security patches
- Automatic feature rollouts without service interruption
- Ability to quickly deploy new capabilities across all customer instances

Minimal On-Site Requirements
Carbyne's solution minimizes the need for physical presence:

- Remote troubleshooting and issue resolution in most cases
- On-site visits limited to rare hardware-related issues or initial setup
- Reduced downtime and faster problem resolution through remote access

By leveraging these advanced remote capabilities, Carbyne offers an efficient, cost-effective, and future-proof solution. This approach not only streamlines operations but also ensures that emergency communication systems remain cutting-edge with minimal disruption to critical services.

On-site support is only needed for hardware-related tasks such as physical installations, network infrastructure issues, critical hardware replacements, or emergency system restorations. If a problem cannot be resolved remotely, an on-site technician is deployed to ensure proper installation, testing, and full recovery of the system. This hybrid approach ensures fast response times for most issues while minimizing disruptions for customers.

a. How does your proposal meet the two-hour response for on-site maintenance/service as required in the RFP?
    i. Who or what company will be providing on-site 'smart hands' within Oakland County?

    Carbyne's current smart hands partner, TeamSOS, will assign both a primary and a backup technician to Oakland County. TeamSOS already has technicians in the area and can scale its support as needed to meet additional demands. Both Carbyne and TeamSOS are fully equipped to support Oakland County and meet the two-hour response time for on-site maintenance/service as outlined in the RFP. Carbyne has found TeamSOS to be a professional, committed, and dedicated partner, with a strong understanding of the 911 business and project needs, demonstrated in all previous projects. Throughout these projects, we have developed a set of processes to streamline collaboration and ensure that TeamSOS engineers are regularly trained on Carbyne products and the operational expectations required for successful execution.

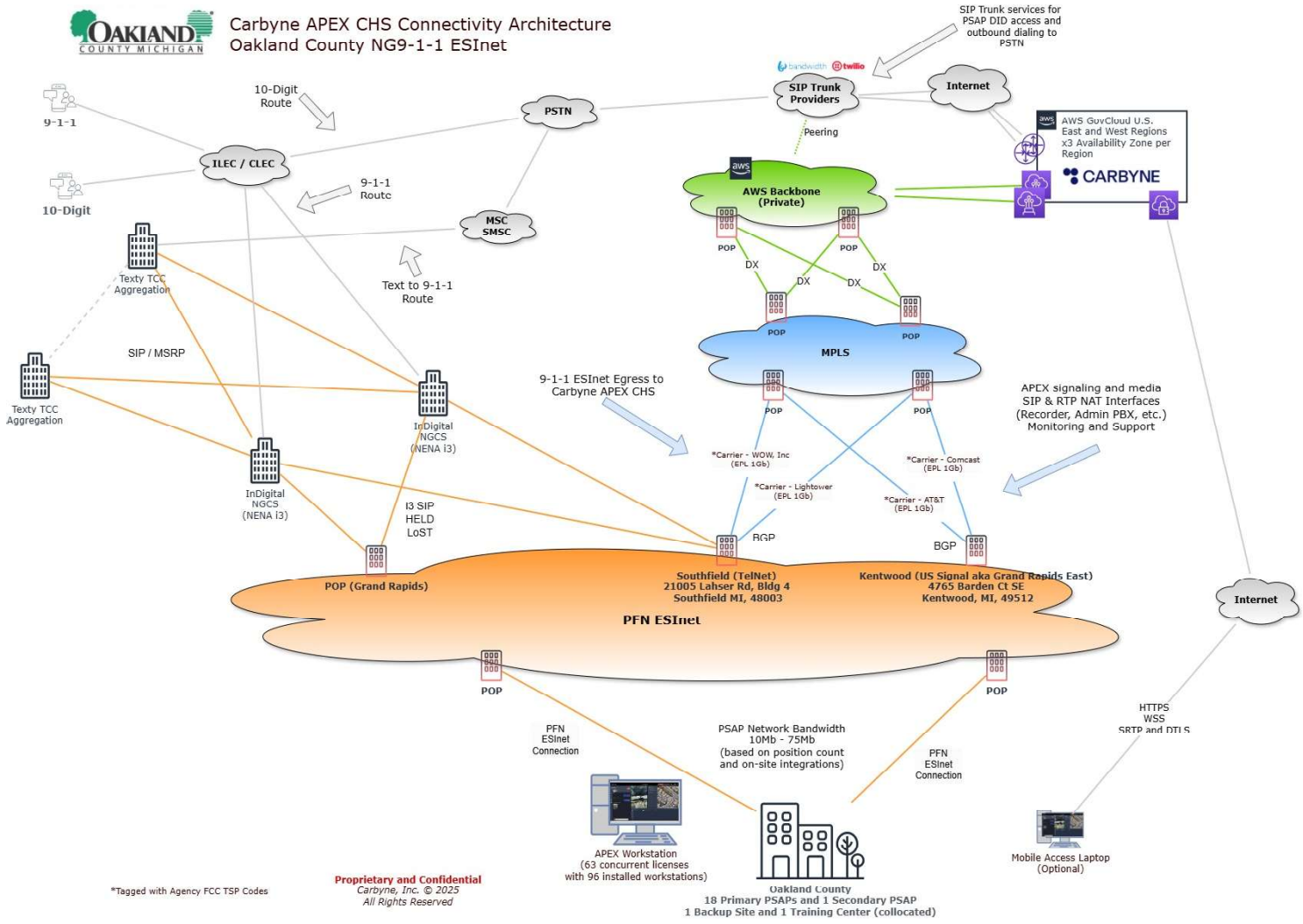
3. The initial RFP was unclear as to the County's openness to hosted, cloud-based, and hybrid solutions. To clarify, the County is interested in a solution that retains all 911 voice calls within Michigan in which voice elements are not routed outside of the State after the initial receipt.
    a. Please state the level at which your solution now utilizes cloud technology, and for what functions/features, and how the above parameters work within your solution.
    b. If the network diagram you provided initially has changed, or will be updated to meet these parameters, please provide the appropriate network diagram to meet this specification.

    Yes, we are complying with the requirement and ensuring voice elements are routed to our Network-to-Network Interface (NNI) within the State of **Michigan**.
    9-1-1 calls will be delivered to the APEX CHS demarcation point at the NNI located at the designated TelNet and US Signal POP facilities in **Michigan**. APEX CHS network traffic then traverses private networks (no Internet) to AWS GovCloud U.S.. APEX CHS services are deployed in 6 (six) AWS GovCloud U.S. availability zones (data centers) distributed between the AWS GovCloud U.S. East and West regions. Compared to legacy host-remote CHS deployments at 2 (two) data centers, the APEX solution deployed at 6

(six) data centers provides a 3x increase in redundancy and availability. Carbyne has deployed similar architecture in production for multiple customers with successful results. Carbyne already implemented multiple large-scale complex multi-site projects successfully. Network latency ranges between 40ms - 130ms Round Trip Time (RTT), depending on AWS GovCloud U.S. region. All costs associated with this connectivity are included in the proposed solution price.

Carbyne has deployed this architecture with the following 9-1-1 service provider ESInets:

- AT&T ESInet (Intrado i3 NGCS and TCC)
- State of WA NOANET ESInet (Comtech i3 NGCS and TCC)
- State of PA PEMA ESInet (Comtech i3 NGCS and TCC)
- State of CA CalOES ESInet - Atos, NGA, Synergem (pending), Lumen (pending)
- Charleston SC ESInet (InDigital i3 NGCS and Intrado TCC)



4. Have any of your security measures been updated or altered? If so, please advise of the change, the purpose, and if such change is fully operational in a live deployment.

   Carbyne continuously evaluates and enhances its security measures to align with industry best practices, evolving threat landscapes, and regulatory requirements. Since April 2024, we have implemented several key security updates, including:

   - **Strengthened Cloud Security Monitoring and Risk Management**
     - Purpose: Enhancing cloud security posture by improving real-time risk detection, vulnerability management, and compliance monitoring.

- Deployment Status: Fully operational in live environments across our cloud infrastructure.

- **Enhanced Secure Software Development Lifecycle (SDLC) Practices**
  - Purpose: Improving application security through the integration of security best practices in the development lifecycle, including advanced security testing and secure coding initiatives.
  - Deployment Status: Fully operational, with continuous enhancements and ongoing developer training.
- **Expanded Security Awareness & Training Programs**
  - Purpose: Strengthening security culture and expertise through structured training programs focused on secure coding, threat modeling, and best practices for application security.
  - Deployment Status: Phased rollout in progress, with full implementation targeted for Q1 2025.
- **SOC 2 Type II**
  - Carbyne has successfully completed its SOC 2 (Type II) audit for the controls we've implemented with respect to security, availability, and confidentiality. Achieving SOC 2 (Type II) certification means we've established processes and practices with respect to these three control principles that have been validated by an independent third party.
- **ISO/IEC 27001:2022**
  - Carbyne maintains an ISO/IEC 27001:2022 certification to demonstrate our conformity with the defined requirements in the ISO/IEC 27001:2022 standard for establishing, implementing, maintaining and continually improving an information security management system.
- **ISO/IEC 27017**
  - Carbyne complies with ISO/IEC 27017, an international standard that provides guidelines for information security controls specifically for cloud services. This certification enhances Carbyne's ability to protect your data in the cloud, addressing unique security challenges and providing robust protection against unauthorized access and breaches. Carbyne continuously updates their practices to align with these guidelines, confirming your information remains secure in the cloud environment.
- **HIPAA Compliance**
  - Carbyne provides security and privacy protections that enable customers to use Carbyne in compliance with the U.S. Health Insurance Portability and Accountability Act (HIPAA). Customers who are subject to HIPAA compliance and want to store Protected Health Information (PHI) in Carbyne must enter into a Business Associate Agreement (BAA) with Carbyne. For more information about HIPAA Compliance for Carbyne, please contact Carbyne Sales.

- **CSA STAR (CAIQ) Level 1**
  - Cloud Security Alliance (CSA) Consensus Assessments Initiative Questionnaire (CAIQ). Additionally, Carbyne has achieved Cloud Security Alliance (CSA) STAR Level 1 which addresses fundamental security principles across 16 domains to help cloud customers assess the overall security risk of a cloud service. STAR encompasses the key principles of transparency, rigorous auditing, cloud security and privacy best practices, and harmonization of standards outlined in the Cloud Controls Matrix (CCM).
- **GDPR Compliance**
  - Carbyne fulfills the role of the data processor under the EU GDPR and similar legislation of other countries and complies with its obligations. Carbyne has implemented privacy and security practices to ensure Carbyne compliance with the GDPR. These practices include:
    - Training personnel on privacy and security practices, including privacy by design principles.
    - Conducting privacy impact assessments.
    - Providing highly configurable features to our customers to also enable them to manage their obligations (access controls, anonymization methods, etc.).
    - Maintaining records of processing activities.

These security enhancements reinforce our commitment to protecting our customers' data and maintaining the highest security standards.

5. Please provide a detailed list of features/functionality that have changed or been added since your initial response. Below are some, but not all, of the features you may include:
   a. ACD
   b. TTY/TDD
   c. Language translation
   d. Transcription
   e. Mapping upgrades
   f. New/improved management reports
   g. Other required features as outlined in the original RFP
   h. Any Value-added features/functionality

New Features since April - 2024:

- **Carbyne Event Assist** - Enable advanced artificial intelligence (AI) to listen to calls and extract critical information in real time, reducing cognitive load for agents. Event Assist includes call summarization and pulls key details, updating in real time.

- **AI-V Admin Assist -** Enable AI powered agents to answer administrative calls, analyze requests, and retrieve relevant information from a knowledge base compiled from PSAP provided materials, ensuring accurate and context-specific responses. Functionalities include responses to information requests, call routing to internal and external departments, and integrated workflows for filing reports. AI-V Admin Assist supports multi-modal response, meaning in addition to voice interaction, callers can receive SMS responses with information, phone numbers, addresses and webpage links.
- **ZERO Click - Dual way Language Translation (40 Languages)** - When a non-English speaking caller is answered by an agent using APEX, APEX detects the language, transcribes what the caller is saying in both non-English and English. When the agent responds in English, a voice message is announced in the detected language to the caller and agent that automatic translation is in progress. Following this, the agent's English is audio translated to the detected language for the caller to hear. This feature is currently generally available for Spanish with additional languages to be added this year.
- **Cherry Pick Calls** - Enable an agent to answer an incoming call, regardless of the time the call has entered the site.
- **Wrap Up/State Timer** - Enable the agent's wrap-up time after a call has ended, so they can view the call's details and do all the steps required before answering the next call.
- **Tiered Ring Groups** - Tiered ring group routing strategy enables an additional group of agents with the required skills to answer the calls if the first group does not answer within the time configured by your communication center.
- **Agent Greeting** - Support automated voice greeting messages upon answering a call in the agent voice.
- **Automated Abandoned Callback** - An automated bot that dials back to abandoned calls. This can be used in conjunction with Automated Abandoned Textback.
- **Call an Agent from the Agent Tab** - An agent can call, conference, or transfer a call to an agent at another APEX station within the same tenant from the Agent Tab.
- **New Call Volume Per Day of Week Analytics Report** - Analytics report displays hourly data for the calls handled by your communications center, for each day of the week during your selected time range.
- **New Customer Roles** - User role to provide access to either or multiple: Events History, User Management, Analytics.

6. Please describe in detail your current ability to interface with the following:
    a. TEXTY
    b. RapidSOS
    c. Other

Carbyne is committed to meeting the RFP integration requirements summarized as follows:

- ECaTS formatted data spill provided at the Southfield data center from the CHE to the InDigital Logix application
- CLEMIS CAD integration via standard NENA-STA-027.3-2018 interface
- Equature media recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866)
- Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW
- Motorola radio console audio integration via Carbyne Trigger Module (CTM) device
- Okta SSO integration via standard SAML 2.0 interface
- RapidSOS AML integration
- InDigital Text to 9-1-1 integration (Oakland County PSAPs can either utilize the TEXTY browser-based app for processing Text to 9-1-1 calls or they can use APEX with integrated Text to 9-1-1. This is a per-PSAP option)
- What3Words integration
- PFN ESInet with InDigital NGCS i3 interface integration

7. Please provide an updated timeline for deployment with Day 1 equal to contract signing.

The cutover timeline outlines the process for transitioning from the existing CHE system to the APEX Cloud Native Call Handling system. This plan focuses on minimizing disruptions, ensuring data integrity, facilitating user training and coordination with all 3rd party integration vendors for a smooth cutover for all PSAPs.

1. Planning Preparation (Months 1 - 2)

- **Stakeholder Engagement:** Identify and engage key stakeholders to ensure alignment on goals and expectations.
- **System Assessment:** Review existing and future network designs, CHE workflows, and integrations to understand dependencies and potential challenges.
- **Create Operations Workbook**: Throughout the planning phase, we will be creating an Operations Workbook for each PSAP, which will define all the criteria for building out each instance of APEX.
- **Integration Plan:** Develop a plan for each PSAP's 3rd parties to complete their readiness preparation for integration to include certification in Carbyne's lab for new integrations, and timelines for production testing with the new PSAP tenants.
- **Testing Strategy:** Create a testing plan that includes regional and cloud failover tests, each PSAP system tests, and user acceptance testing (UAT) to validate the new system functionality.

- A**rchitecture Review**: Overview, design and finalization agreement of all infrastructure.
- **HW Review/Order**: Validate all the required Hardware and place orders to be sent and staged at the vendor facilities.

2. Execution and Training (Months 3 - 9)

- **Network Builds:** Implement network build outs according to the finalized plans in conjunction with the State ESINet providers and our partners in the AWS GOVCloud.
- **APEX Tenant Builds**: Engineer each APEX tenant according to the PSAP preferences and in preparation for integrating with 3rd party applications.
- **Training Plans and Execution**: Develop training plans according to the needs of the PSAPs. Schedule the training sessions and administer the training according to the plans. Training typically includes remote LMS training and an onsite skills check, along with CSMs or other personnel to support the PSAPs during the cutover process.
- **HW / SW Staging and Deployment Plans**: All hardware will be staged with OS and AV updates, ready for APEX installation. Plans will be set on when to install at each PSAP taking into account cutover order and space availability within the PSAP.

3. Integration and Testing (Months 7 - 10)

- **APEX Tenant Production Readiness:** Build and test each APEX tenant to ensure all feature flags and PSAP specific requirements such as address books, queues, skill sets, and audio tones, etc., are set. This is to minimize as many minor configuration changes post cut that can cause frustration with the call takers upon migration to the new system.
- **Integration Execution:** Execute the integration of all 3rd party applications into the production instance of the APEX tenants. Test to ensure full functionality prior to migration.
- **System Testing:** Conduct thorough testing of the APEX call handling system, including functional and performance testing, as well as regional and cloud failover testing.
- **UAT:** Facilitate user acceptance testing with key users to confirm that the new system meets business requirements.

3. Cutover Preparation and Execution (Months 10 - 12)

- **Final Preparations:** Ensure all documentation, user guides, and training materials are finalized and distributed.

- **HW Installation at the PSAPs**: If not installed earlier per specific PSAP requirements, the installation plans will be executed in this phase.
- **Training Conducting**: Execute the training according to the agreed upon plan
- **Cutover Schedule:** The cutover schedule will be coordinated with each stakeholder party to include the PSAPs, and all relevant network and third party applications. Initial Carbyne recommendations would include:
  - Week 1: Tuesday: PSAP 1, Thursday: PSAP 2
  - Week 2: Tuesday: PSAP 3, Thursday: PSAP 4
  - Week 3: Tuesday: PSAP 5, Thursday: PSAP 6
  - Week 4: Tuesday: PSAP 7, Thursday: PSAP 8
  - Week 5: Tuesday: PSAP 9, Thursday: PSAP 10
  - Week 6: Tuesday: PSAP 11, Thursday: PSAP 12
  - Week 7: Tuesday: PSAP 13, Thursday: PSAP 14
  - Week 8: Tuesday: PSAP 15, Thursday: PSAP 16
  - Week 9: Tuesday, PSAP 17, Thursday, PSAP 18
  - Week 10: Tuesday, PSAP 19, Thursday, PSAP 20
  - Week 11 Tuesday, PSAP 21

This plan allows for observation and any issue mitigation to be flushed out in between PSAPs. **NOTE**: This is a recommended proposal. The full deployment and cutover plan will need to be defined and agreed upon with all relevant parties at the table.

4. Post-Cutover Support (Month 13)

- **Monitoring:** Closely monitor the new systems for any performance issues or user-reported bugs.
- **Feedback Loop:** Gather user feedback to identify areas for improvement and address any challenges promptly.
- **Training Sessions:** Conduct follow-up training sessions to reinforce knowledge and improve user proficiency.
- **Review Meeting:** Hold a post-implementation review meeting with stakeholders to discuss the transition's success and gather insights for future improvements.

5. Long-Term Considerations (Ongoing)

- **Continuous Improvement:** Establish a schedule for regular reviews of the new CHE system to ensure it evolves with user needs and business goals.
- **Documentation Updates:** Keep all user manuals and technical documentation current based on system updates and user feedback.

Proposed Timeline Summary:

- **Months 1 - 2:** Planning Preparation
- **Months 3 - 9:** Execution and Training
- **Months 7-10**: Integration and Testing
- **Months 10-12:** Cutover Preparation and Execution
- **Month 13:** Post-Cutover Support

This structured approach aims to ensure a smooth transition while addressing all critical areas of concern, allowing users to adapt effectively to the new system. This approach also assumes all relevant stakeholders and 3rd party readiness aligns with and drives towards the same timeline. Carbyne is unable to commit third parties to meet the timelines that were not retained by Carbyne.

8. Please provide a list of deployments for your solution that have occurred since your initial RFP response. Please include the 'go live' date, size (number of PSAPs, number of seats), and if full deployment has been achieved.

Customer	Number of Sites	Total Number of Seats	Deployment Date	Status
Dade County MO	1	2	5/2024	Full Deployment
Dallas County MO	1	4	5/2024	Full Deployment
City of Branson MO	1	3	5/2024	Full Deployment
Taney Ambulance MO	1	2	5/2024	Full Deployment
Taney County MO	1	4	5/2024	Full Deployment
Stone County MO	1	6	5/2024	Full Deployment
Barry County MO	1	6	5/2024	Full Deployment
Christian Co MO	1	9	5/2024	Full Deployment
JeffCom CO	1	95	7/2024	Full Deployment
Glenview IL	2	24	7/2024	Full Deployment
Ottawa OK	1	4	7/2024	Full Deployment
Cumberland County PA	1	17	8/2024	Full Deployment
Adams County PA	2	10	8/2024	Full Deployment
Franklin County PA	2	14	8/2024	Full Deployment
Dauphin County PA	1	27	8/2024	Full Deployment
Fairfield County OH	1	7	9/2024	Full Deployment

Customer	Number of Sites	Total Number of Seats	Deployment Date	Status
Dept of Transportation - Medellin Columbia	1	8	1/16/25	Full Deployment
Deant 123 Medellin Columbia	1	10	1/27/25	Full Deployment
Santa Barbara, CA	2	8	2/2025	Final Testing
Medellin Columbia Sites 123	1	95	2/27/25	Final Testing
Charleston SC	2	68	3/2025	Final Testing
CSX, Jacksonville, FL	1	41	3/2025	Final Testing
Tularosa, NM	1	14	3/2025	Final Testing
Columbia UNP - Rest of Country	55	121	3/31/25	Implementation Phase
East Bay Regional PD, CA	1	6	3/2025	Implementation Phase
Morgan County, IN	1	7	3/2025	Implementation Phase
Lawton, OK	1	17	3/2025	Implementation Phase
Cobb County GA	2	56	3/2025	Implementation Phase
Georgia Tech, GA	1	6	4/2025	Implementation Phase
Grand Junction, CO	1	27	4/2025	Implementation Phase
Crosswalk Health, TX	1	10	4/2025	Implementation Phase
Berkeley County, SC	2	25	4/2025	Implementation Phase
Panhandle Regional TX	21	43	4 - 8/2025	Implementation Phase
DeKalb County GA	1	60	5/2025	Implementation Phase
City of Hialeah, FL	2	27	5/2025	Implementation Phase
City of Roswell, GA	1	14	6/2025	Implementation Phase
Lawrence, MO	1	4	6/2025	Implementation Phase
Boone County, GA	1	7	6/2025	Implementation Phase
Wyoming Highway Patrol, WY	1	20	9/2025	Implementation Phase
City of Laredo, TX (STDC)	8	26	9/2025	Implementation Phase
Denver CO	2	132	11/2025	Implementation Phase

9. Please see updated position counts for the County PSAPs below. Please provide updated pricing for the project on the pricing sheet provided.

***Carbyne has updated pricing on the attached pricing sheet.**

PSAP Name	Current Total Count	Always Active Count	"Backup Position" Count
Berkley	3	3	0

Birmingham	3	3	0
Bloomfield Hills	2	1	1
Bloomfield Township	4	2	2
Farmington	5	4	1
Ferndale	3	2	1
Hazel Park	2	2	0
Madison Heights	3	3	0
Novi	5	2	3
Oak Park	2	2	0
Oakland County Sheriff	22	11	11
Oakland University	2	1	1
Rochester	2	2	0
Royal Oak	6	5	1
Southfield	8	4	4
Troy	7	6	1
Waterford	5	5	0
West Bloomfield	5	4	1
White Lake	2	1	1
Pontiac (Backup)	5	0	5

10. In the original response template, tab 4.2, in the top section, “Bidder agrees to the County's contract template provided as written and, if you are a reseller, all reseller obligations in the solicitation and RFP. “ Please respond YES or NO.

    Yes, Carbyne can accept the contract template, except for the slight redline requests sent with Carbyne’s original RFP submission and attached. Carbyne is providing a SaaS solution and as such, we respectfully request some revisions to the contract template to accurately reflect the product terms.

CARBYNE

Support Terms & Service Level Agreement (Support Terms)

v2.21

December 2025
US-EN

Notice

This document does not constitute an offer of any nature whatsoever and does not create any binding obligations on CARBYNE to enter into an agreement with any third party. All information contained herein is for informational purposes only. The products and/or systems described in this document are furnished under the terms and conditions of a specific license agreement or non-disclosure agreement and only such written agreement shall be binding on CARBYNE. All information included in this document, such as text, graphics, photos, logos, and images, is the sole and exclusive property of CARBYNE, which is the proprietary confidential information of CARBYNE and/or its licensors and is protected by applicable national and international copyright. Any other duplication, distribution, re-transmission, or modification of the information in this document, whether in electronic or hard copy form, without the express prior written permission of CARBYNE, is strictly prohibited. In the event of any permitted duplication, redistribution, or publication of copyrighted material, no changes in, or deletion of, author attribution, trademark legend, or copyright notice shall be made.

All contents of this document are Copyright © 2025 CARBYNE Ltd. All rights reserved.

Table of Contents

Support Terms & Service Level Agreement (Support Terms) **1**
Definitions 4
Chapter 1 Support Terms Overview **5**
Chapter 2 Support Services **6**
2.1 Reporting Technical Issues to Carbyne 6
Our Support Service Responsibilities 6
Your Responsibilities 6
2.2 Escalation 7
2.3 Software Upgrades 8
2.4 Supported Products and Versions 8
Chapter 3 Support Work Procedure **9**
3.1 Communication 9
3.2 Ticket Escalation Matrix (by Level) 9
3.3 Ticket Classification (Severity Levels) 10
3.4 Ticket Handling 10
Chapter 4 Support Level for Support Services **12**
4.1 Support Level Time Definition 12
Chapter 5 IP Connectivity Services (for APEX) **14**
5.1 Managed Dedicated IP Connectivity 14
5.2 Connectivity Service Levels Provided by Carbyne 15
5.3 Connectivity Service Levels Provided by Customer 15
Chapter 6 On-Site Support Services **16**
6.1 On-Site Support Services Description 16
6.2 Our On-Site Support Services Responsibilities 16
6.3 Your Responsibilities 16
Chapter 7 Monitoring Services **17**
7.1 Monitoring Services Description 17
7.2 Our Monitoring Services Responsibilities 17
7.3 Your Responsibilities 17
Chapter 8 Remote Operating System Maintenance and Update Services (for APEX customers) **18**
8.1 Service Description 18
8.2 Our Remote Operating System Maintenance and Update Service Support Responsibilities 18
8.3 Your Responsibilities 18
Chapter 9 Premium Offerings **19**
Support Level Subscription Plans 19
ADDENDUM **20**
Product and Feature Service Level Agreement (SLA) 20
1. System Availability and Scheduled System Unavailability 21
2. System Availability with Third-Party Integrations 23
3. Service Credits 24

Definitions

Term	Definition
Hot Fixes	A software patch, software version, file, or script that Carbyne provides to remedy any fault which is out of Carbyne's regular software version release cycle.
Integrated Product Scheduled System Unavailability	Any scheduled and pre-announced unavailability period of an Integrated Third-Party Component.
Integrated Product Unscheduled System Unavailability	Any unscheduled System Unavailability of an Integrated Third-Party Component.
Integrated Third-Party Components	Any component that is provided by a third party and is embedded in the Platform and/or Software. An example of such a component is Google Maps, which is viewed in APEX.
Integration with External Interfaces	Any software or hardware that is not owned or provided by Carbyne and which you require Carbyne to write code and\or connect physically to use with the Platform and/or Software.
Key Performance Indicator (KPI)	Any measured indicator of performance of the Platform which is tracked and reported (e.g., System Unavailability, availability) as described in these Support Terms.
NOC	Network Operations Center
Platform	The hosted platform, software as a service and/or other hosted product or service which Carbyne or its affiliate(s) make available to you pursuant to the applicable agreement between you and Carbyne. The Platform excludes Software.
Professional Services (PSE)	Professional Services, such as installation and integration services, Tier-3 Support Services, and complex support escalations from Tier-2 Support Services (such tiers as described in these Support Terms). A description of the Professional Services will be set forth in a Statement of Work.
Services	The services provided or required to be provided by or through Carbyne, such as Support Services and Professional Services.
Software	The software in object code we provide to you for download which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with these Support Terms. Software excludes the Platform.
Statement of Work or SOW	A detailed plan of work that describes professional services (such as installation and integration services) to be agreed upon in writing by the parties.
Support Services	The maintenance and support services provided in connection with your use of Platform and/or Software, as applicable, in accordance with these Support Terms.

Chapter 1

Support Terms Overview

These Support Terms outline the maintenance and technical support for Carbyne's products and services. As used in these Support Terms, "Carbyne", "us", "we" or "our" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as applicable, and "Customer", "you" and "your" refers to the customer who purchased or subscribes to Carbyne's products and services.

These Support Terms remain valid until superseded by revised or updated Support Terms that Carbyne provides or makes available to the Customer.

The Carbyne Customer Support department operates a 24/7/365 global services and support center staffed by Carbyne's product, security and IT experts who provide remote management of Carbyne products and services.

Under these Support Terms, Carbyne also provides proactive support to maintain the Platform's operation. Tasks may include the systematic inspection, testing, measurement, adjustment, detection, and correction of suspected issues in the Platform and/or Software, either before they occur or before they develop into major defects. Carbyne does not provide support services for any of Customer's IT infrastructure, ancillary services and equipment, which include without limitation internet, electricity, modems, servers, workstations, hardware and operating systems, and the security of Customer's own systems.

The primary goal of this preventive maintenance is to avoid or mitigate the consequences of potential failures in the Platform, including the Software and its core capabilities. Preventive maintenance is designed to preserve and restore reliability of the Platform and Software by identifying potential issues in advance.

Chapter 2
Support Services

We offer Support Services during the period for which you have purchased Support Services from Carbyne as specified in the applicable valid purchase order or valid contract between you and Carbyne ("Maintenance & Support Period").

2.1 Reporting Technical Issues to Carbyne

Our Support Service Responsibilities

Carbyne operates 24 hours a day, 7 days a week, and 365 days a year, Network Operations Center (NOC) staff which is monitoring the Platform system health including:

- Cloud services and infrastructure
- Carbyne platform
- Third-Party platform services integrated with the Platform

Our NOC will dispatch and alert our support teams worldwide in an automated "follow the sun" mode, to help expedite response time and recovery from the relevant region with around the clock alerting and escalating procedures to meet our Support Services obligations.

You may submit a Support Services ticket by contacting us as described in Chapter 3 below. The NOC will assign an initial tier of Support Services (the tiers are described below) based on the information you provide and will keep you informed of the repair status regularly until the ticket is closed.

Your Responsibilities

- All technical support requests should be directed to the Technical Support Center as described below.
- When submitting a service request, include the following information:
  - Name of your organization and location
  - Contact name and email address (including an alternate contact)
  - Detailed information regarding the technical issue
- The individual requesting support should be knowledgeable and properly trained on the operation of the Platform, including the Software, if applicable.
- Provide us with any additional information as requested regarding the technical issue as in order to assist us in resolving it.
- Provide timely feedback to our Support Services team regarding case status and resolution.

- Provide remote access (if required and in compliance with your security policies) to enable us to detect Platform availability and performance stats.
- Notify our Support Services team or Customer Success Management of any activity that impacts the Platform (such as software installation, hardware upgrades, network upgrades, firewall changes, ISP changes or deactivation).
- The Platform must be updated to the latest version or n-1, as required in section 2.4 in these Support Terms. Versions older than n-1 may be not supported.

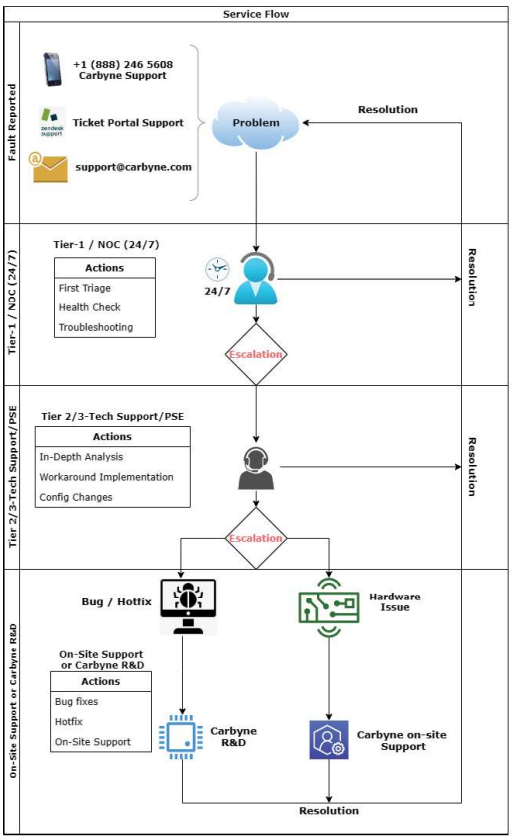
2.2 Escalation

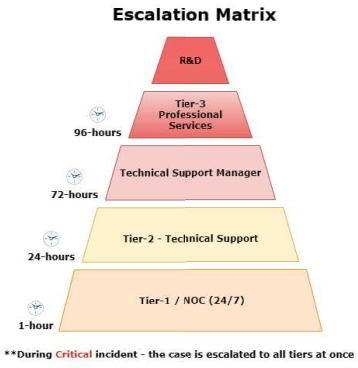
The initial triage to provide Support Services will be operated by the NOC team (Tier-1 Support Services). The engineer on shift will provide troubleshooting in an effort to solve the issue, answer questions and restore the Platform or Software (as applicable) to its functional state.

The NOC engineer will gather as much information as possible from you to understand whether an immediate escalation is needed to avoid any delay with Platform service restoration.

The NOC engineer will investigate the issue or will collaborate with the next support tier (Tier-2 Technical Support Services) to resolve the issue. Additional escalations may be required to provide a resolution or a workaround according to the described escalation flow, as described on the next page:

Internal Escalation Flow:





2.3 Software Upgrades

We make Platform upgrades available at no additional cost, typically four (4) times a year ("Quarterly Release"), during the Maintenance & Support Period. These upgrades generally include newly released versions and "Hot Fixes" but may exclude new features that are made available separately.

Upgrade dates will be announced by the Customer Success Manager (CSM) via email. User manual, release notes, and additional relevant information will be posted on the Carbyne Support portal.

2.4 Supported Products and Versions

Support Services will be provided for the then-current version of the Platform and/or Software (and applicable features) and one version back. We will support earlier versions on a best reasonable effort basis and for critical faults only.

Support Services shall not cover, and will not be provided to address, errors caused by amendments, alterations or modifications to the Platform and/or Software, which you, or a third party, have made without Carbyne's written consent, or errors caused by using the Platform and/or Software in a manner that violates Carbyne Terms and Conditions (or the applicable agreement between you and Carbyne) or instructions provided by Carbyne.

Carbyne does not offer assistance with, or pair with, any third-party integrator which is not provided by Carbyne. This includes any third-party hardware or software installations, uninstallations, modifications, or any other types of configurations, which may impact the Platform and/or Software.

Carbyne does not advise, recommend, prefer or consult on any third-party provider or integrator which is not related to the Platform and/or Software.

Carbyne is not responsible for the correction of issues resulting from a third-party software, equipment or any other third-party vendor which is not related to the Platform and/or Software.

Chapter 3
Support Work Procedure

3.1 Communication

a. You may communicate with our Support Services team by email (support@carbyne.com), a secured customer internet portal, or by phone (24/7/365):
US Support - +1 (888) 246-5608
MX Support - +52 (55) 8526-5076
IL Support (24/7) - +972 (53) 982-1236
CO Support (24/7) - +57 (604) 204-0675
All communications related to Support Services will be in English unless otherwise agreed upon for specific customers.

b. Our Support Services team will respond according to the ticket severity as defined in section 4.1.a below.

3.2 Ticket Escalation Matrix (by Level)

a. Support Services tickets for Critical issues (as defined in Section 3.3 below) which require a prompt response may be escalated based on the table below. You acknowledge that we may substitute the Position as part of this escalation process as we deem appropriate.

Level	Position	Contact Email
Level 1	Support Operations Leads	Support.Leads@carbyne.com
Level 2	Director of Customer Services	OpsLeads@carbyne.com
Level 3	Director of Professional Services Director of Network Engineering	
Level 4	VP of Global Operations	

3.3 Ticket Classification (Severity Levels)

We will determine the severity of a Support Service ticket based on the impact of the issue. Ticket classification levels are described in the table below:

Problem Severity	Description
Critical [P1]	A system-wide service degradation resulting in System Unavailability
	Malfunction or inaccessibility of critically defined product or feature core capabilities (as described in the ADDENDUM)
	For **APEX,** when requiring ingress 911 calls traffic re-route
Major [P2]	Data transmission delays but without any loss of information
	An incident with significant performance degradation of one or more Platform core capabilities, that causes a major impact on business operations for a significant number of end-users
	User interface problems causing significant difficulty in performing basic operations
	For **APEX,** when 50% or more of available workstations are unusable (no voice) and/or location feature degradation for all Call Handling positions.
Minor [P3]	Non-critical user interface issues
	Problems in non-critical components that do not affect system users
	Significant delay in video initialization and/or latency issues
	For **APEX,** when a third-party interface is inaccessible
Other [P4]	May reflect any problem that does not fit into one of the above categories

3.4 Ticket Handling

a. A support ticket will be opened when the customer contacts Carbyne support via one of the approved communication channels as described above.

b. Upon receipt of a Support Services ticket through the secure customer internet portal, we will deliver a ticket to you via the secure customer internet portal.

c. The progress of the issue will be recorded and documented in the secure customer internet portal ticketing system, where you can also track the progress.

d. You agree to provide the necessary details as required under Section 2.1 above.

e. We will identify the reported Error as a Minor, Major, or Critical Severity based on our initial evaluation. If you disagree with our classification, we will work together with you to jointly determine the Error classification. If after such good faith efforts the parties do not come to a joint determination, our determination of the Error classification will apply.

f. We will respond to Support Service requests in accordance with anticipated response times as described in Chapter 4 below. During the handling of Support Service tickets, we will regularly update you on the resolution progress via email or phone.

g. Ticket Resolution. A reported issue is considered resolved when:

i. The applicable Platform and/or Software conforms substantially to its specifications as detailed in the product Documentation; or

ii. We have advised you on how to correct or bypass the Error; or

iii. The correction to the Error will be available through a future Software upgrade or Software patch; or

iv. You have confirmed to us that the issue has been resolved or is no longer occurring.

h. If the resolution of a Support Service ticket requires a fix to the Platform and/or Software code (i.we "), we will provide a fix in the upcoming minor or major release.

i. Note that in some cases, when the upcoming release is already in the "Code Freeze" stages, the relevant release might be the one after it.

i. In some cases, we may issue an ad-hoc fix (i.e. "Hot-Fix") in parallel to include this fix in the upcoming release. These cases will be discussed on a per-case basis between Carbyne support personnel and the customer's point of contact.

j. Requests for enhancements to the Platform and/or Software (i.e. requests to change and/or augment the Platform to support a new feature) will be documented and taken into consideration for the product roadmap. We have no obligation to add requested enhancements to the Platform, Software or any product offering.

Chapter 4
Support Level for Support Services

4.1 Support Level Time Definition

We provide the following target response time to Support Service tickets:

a. Submission hours: Email, Carbyne's support portal, and phone support shall be available twenty-four (24) hours a day, seven (7) days a week, three hundred and sixty-five (365) days a year.

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Carbyne** (see Chapter 5.2):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	**Response Time**	**Progress Report**	
Critical [P1]	By phone By email receipt notification By providing ticket ID	By Phone < 5 mins By Email < 30 mins By Portal < 30 mins	< 1 hour	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]			< 12 hours	< 72 hours for a temporary fix Permanent fix in the next maintenance window
Minor [P3]			< 96 hours	< 10 Business days
Other [P4]			N/A	Next version release

*Target response times do not apply in the event of **"Force Majeure"** **

Target ticket response times in accordance with the following table for **Connectivity Service Levels Provided by Customer** (see Chapter 5.3):

Severity	Target Response Times			Resolution Time
	Acknowledgement Procedure	**Response Time**	**Progress Report**	
Critical [P1]	By phone By email receipt notification By providing ticket ID	By Phone < 10 mins By Email < 60 mins By Portal < 60 mins	< 3 hours	Best Effort
Major [P2]			< 2 days	
Minor [P3]			< 7 days	
Other [P4]			N/A	

*Target response times do not apply in the event of **"Force Majeure"** **

b. We provide remote support when a remote connection is available.

c. We may provide on-site Support Services under specific circumstances only and only as agreed upon in writing. On-site Support Services may be subject to additional fees.

d. **Target On-Site Response Times** are related to **Hardware which we have provided or resold to you with APEX** in accordance with the following table:

Severity	Target On-Site Response Times			Resolution Time
	Acknowledgement Procedure	**On-Site arrival**	**Progress Report**	
Critical [P1]	By phone By email receipt notification By providing ticket ID	< 2 hours	< 30 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]		< 4 hours	< 60 mins	< 6 hours for a temporary fix Permanent fix in the next maintenance window
Minor [P3]		Next business day	Next business day (or as required)	Next business day

*Target response times do not apply in the event of **"Force Majeure"** **

e. In the event the issue relates to third party hardware (i.e. hardware which we have resold to you), we will contact the applicable hardware manufacturer or vendor within the specified resolution time.

f. We are not responsible for any hardware that was not installed at your site by us, and is part of our infrastructure (such as equipment, racks, ladder, enclosures, cable trays, etc.) which was bonded to the grounding system by you.

g. In the event that hardware is affected by poor grounding, and it is necessary to replace the hardware at a cost, it will be your responsibility to pay for the replacement.

h. **VoIP services included with APEX are provided by Twilio** or **Bandwidth**. We will contact the applicable provider, Twilio or Bandwidth, for Support Services tickets which relate to voice services included with APEX in accordance with the following table:

Severity	Target Response Times		Target Resolution Time
	Acknowledgement Procedure	**Progress Report**	
Critical [P1]	By phone By email receipt notification By providing ticket ID	< 60 mins	< 3 hours for a temporary fix Permanent fix in the next maintenance window
Major [P2]		< 120 mins	< 6 hours for a temporary fix Permanent fix in the next maintenance window
Minor [P3]		Next business day (or as required)	< 2 business days

*Target response times do not apply in the event of "Force Majeure" **

** **"Force Majeure"** refers to any System Unavailability or issues that are the result of events or conditions beyond Carbyne's reasonable control. Such events might include but are not limited to any acts of a common enemy, the elements, earthquakes, floods, fires, epidemics, and the inability to secure products or services from other persons or entities.*

Chapter 5

IP Connectivity Services (for APEX)

We offer IP Connectivity Services to assist you in establishing IP Connectivity between your call center and our cloud-native APEX platforms. The scope of our IP Connectivity Services is a Managed Dedicated IP Connectivity.

5.1 Managed Dedicated IP Connectivity

Managed Dedicated IP Connectivity is provided by one of our third party IP Access Managed Service Providers ("IP Access MSP") on our behalf using managed equipment. We use IP Access MSPs to enable the movement of data more efficiently, securely and quickly to and from our cloud infrastructure. IP Access MSPs may also use local points-of-presence (POPs) built on the IP Access MSP's high-speed core backbone that they own, provision, and maintain. To achieve greater fault tolerance, we require a High Availability (HA) architecture. Fault tolerant capabilities will be built into the Managed Dedicated IP Connectivity Services, so if a single on-premises device or cable fails, or a physical or logical connection fails, you will not completely lose service, however you may experience a reduced level of service.

You may choose from the following types of telecommunications circuit connectivity:

- **Ethernet Private Line over two circuits ("EPL") -** EPL provides a dedicated and direct point-to-point connection between two locations. This connection is private, which means it is not shared with other customers nor does it route over the public internet. EPL access circuits allocate bandwidth to the specified customer, and are typically used to provide the Customer with direct access to the IP Access MSP core backbone network.
- **Direct Internet Access over two circuits ("DIA") -** DIA is a connection, delivered via ethernet or private-line circuits, that is not directly shared or used with others. While DIA provides dedicated bandwidth to the specified customer, the bandwidth traverses into core carrier networks that may be shared with others.

Our connectivity responsibilities for Managed Dedicated IP Connectivity:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

If you do not use Managed Dedicated IP Connectivity, you may choose to provide your own connectivity:

- **Customer Provided Internet ("CPI") -** CPI is an internet connection sourced and managed directly by the customer or the user, as applicable. Unlike dedicated circuits provided by carriers, by using CPI, the customer or its user relies on its own the customer's existing internet service to connect to the network, potentially sharing bandwidth with other users on the same service. CPI can vary in quality and reliability based on the customer's or user's chosen internet service provider.

Your connectivity responsibilities for Customer Provided Internet:

- Management of the connectivity
- Operation, maintenance and troubleshooting of the connectivity

5.2 Connectivity Service Levels Provided by Carbyne

The following sets forth the service level (uptime) for the specified connectivity service:

Initials	Connectivity Name	SLA (Uptime)
EPL (Over Two Connections)	Ethernet Private Line	99.999%
DIA (Over Two Connections)	Dedicated Internet Access	99.999%

*The **Product and Feature Service Level Agreement (SLA)** table listed in the **ADDENDUM** to these Support Terms is calculated based on the **SLA (uptime)** percentage of the **Connectivity Service Level** table above.*

Carbyne will provide a 99.999% SLA only for the connectivity options included in the APEX solution (such as last mile connectivity, MultiProtocol Label Switching (MPLS), AWS DirectConnect (DX), and Managed Equipment).

5.3 Connectivity Service Levels Provided by Customer

The following set forth the service level (uptime) for the Customer Provided Connectivity:

Initials	Connectivity Name	SLA (Uptime)
ESInet	Customer Provided ESInet	Best Effort
CPI	Customer Provided Internet	Best Effort

Any connectivity services not specifically provided or managed by Carbyne or any of its partners, including those which are customer or user-provided, fall beyond Carbyne's control. As such, Carbyne does not offer any service level guarantees (SLGs) for Managed Shared IP Connectivity or any connectivity services that the customer or a user obtains or manages independently. The customer is solely responsible for obtaining and managing support for their own connectivity services. Carbyne does not provide support for these services, and any assistance offered is on a best-effort basis and is not subject to the support response and resolution times specified in these Support Terms.

With respect to use of Customer Provided Connectivity, Customer understands, acknowledges, and agrees that:

- Customer must meet Carbyne APEX System Requirements & Solution Reference document;
- Carbyne is not providing an internet connection for Customer

Carbyne does not control and is not responsible for:

- Customer's internet connection;
- The quality of Customer's internet connection;
- Any third-party products and/or services related to Customer's internet connection; or
- Issues with the Services that are caused by or related to Customer's internet connection.
- Carbyne will not contact any internet providers and/or service or product providers on Customer's behalf.

Chapter 6
On-Site Support Services

The On-Site Support Services are not included in Essentials Support Services. On-site Support Services are available for additional fees, including travel costs and fees for time and labor. On-Site Support is also available if you have purchased Premium Support Services.

6.1 On-Site Support Services Description

The purpose of on-site Support Services is to provide assistance with issues that require smart-hands troubleshooting and restoration at your site and which cannot be resolved remotely.

On-Site Support Services may be provided by third-party vendors.

On-Site Support Services includes quarterly preventive and routine maintenance reviews (four per year) of your system which is connected to the Platform and/or Software. We may also provide installation of Software updates, if applicable.

6.2 Our On-Site Support Services Responsibilities

- If the reported problem cannot be resolved remotely, we may recommend dispatching a technician to your site
- We will collaborate with your personnel to analyze applicable components (such as those provided by Carbyne or third party components which are connected to the Platform) to help resolve the issue

6.3 Your Responsibilities

- Perform responsibilities as detailed in the Report 2.1.b section
- Provide remote connectivity access (if required)
- Team with our on-site technical support personnel to perform all reasonable or necessary actions towards resolving the issue

We do not provide any technical assistance or Support Service with respect to any third party components that are not part of the Platform and/or Software. Such third party components may include any cable, hardware, or software operation activities, or any other network changes.

Chapter 7
Monitoring Services

The Monitoring Services are not part of Essentials Support Services, and are available if you have purchased Premium Support Services.

7.1 Monitoring Services Description

Monitoring Services are offered to provide you with remote visibility of the Platform, through a managed dashboard hosted by a third party (currently operated by Datadog).

By using the Monitoring Services, you will receive up to date information regarding the Platform health, such as Platform usage insights.

If you purchase this service, we will make a dashboard available to you and your authorized personnel.

7.2 Our Monitoring Services Responsibilities

- We will work with you to design the Monitoring Services dashboard.
- We will provide training to your authorized personnel who will access and use the Monitoring Services dashboard.
- If an issue on the Platform is detected, the Carbyne NOC representative will use reasonable efforts to address the issue.
- We will work with you to help optimize and improve the monitoring dashboard if there are changes to any integrations with the Platform.

7.3 Your Responsibilities

- Assign the champion to work with us to design, build and maintain the Monitoring Services dashboard.
- Update Carbyne's NOC with any changes to the authorized personnel contact information.
- Validate network connectivity to the relevant IPs, listed under the Carbyne APEX System Requirements & Solution Reference document document.
- Inform Carbyne's NOC prior to any scheduled changes to your systems which may inadvertently trigger the Monitoring Services dashboard.

Chapter 8

Remote Operating System Maintenance and Update Services (for APEX customers)

The Remote Operating System Maintenance and Update Services are not included with Essentials Support Services, and are available for additional fees.

8.1 Service Description

The purpose of Remote Operating System Maintenance and Update Services is to verify the APEX Platform is running on up-to-date operating systems which we have tested for compatibility with APEX. This service is currently available only for APEX.

8.2 Our Remote Operating System Maintenance and Update Service Support Responsibilities

- We will download and install Operating System updates for workstations or computers which we have provided to you (i.e. workstations or computers we have provided to you through an authorized reseller) and which have APEX installed. We are not responsible for any other workstations or computers.
- We will test and validate compatibility of applicable Operating System updates in test environments, prior deploying to your production environment.

8.3 Your Responsibilities

- Whitelist port 80 for HTTP and port 443 for HTTPS to obtain updates.
- Whitelist the following domains to obtain updates:
  - http://*.microsoft.com
  - https://*.microsoft.com
  - http://*.windowsupdate.com
  - https://*.windowsupdate.com
- Restart your work stations or take other action as required by Microsoft for updates to take effect.

Chapter 9
Premium Offerings

Support Level Subscription Plans

We offer two levels of Support Services as follows. Essential Technical Support is included in your subscription to the Platform. Premium Technical Support is available for an additional fee.

Support Service	Essentials	Premium
Communications via email, global support line, and customer support portal	Included	Included
SLA-based response and resolution	Included	Included
On-demand ticket reports	Included	Included
24×7×365 NOC	Included	Included
Third-party ticket management	Included	Included
Ticket summary meetings and reports	Not included	Monthly
Direct contact with Tier-2 support with escalation to Tier 3-4	Not included	Via a designated remote engineer
Preventive maintenance and troubleshooting	Not included	Up to 4 times per year
External Dashboards and usage monitoring	Not included	Tailored to Customer's needs
Advanced Performance Tuning	Not included	Detailed performance analysis to help optimize system efficiency and resource utilization
Root Cause Analysis Report	Root cause stated in the ticket	Incident report with root cause analysis, actions taken, and preventive measures (within 5 business days)
Disaster Recovery Planning and Testing	Not included	Collaborate on disaster recovery planning, conduct regular testing, and refine procedures to minimize downtime and data loss
Purchased Hardware Support	Standard maintenance as agreed in the contract	Proactive hardware maintenance designed to keep hardware in peak condition

ADDENDUM

Product and Feature Service Level Agreement (SLA)

We currently use Amazon Web Services (AWS) to host the Platform. Our back-end applications are clustered and deployed globally, designed to provide redundancy with disaster recovery capabilities and minimal service restoration time ("Carbyne's System").

During any calendar month, uptime for core capabilities of the applicable Product shall be operational no less than:

Product	Feature	Uptime*	System Unavailability Example
APEX	Inbound 911 Call Flow (911 Voice Call, Text2911, TTY, RTT, 911 Location)	99.999%	26s
	Carbyne Location, AML, Chat, Imagery	99.99%	4m 22s
	Audio Recordings, NLP, Live Video	99.95%	21m 54s
Universe	Carbyne Location, Chat	99.99%	4m 22s
	Live Video	99.95%	21m 54s
Bridge Desk	Presenting Units, Map Layers, Weather Capabilities	99.9%	43m 49s
Customer Control Center, APEX Analytics	Customer Control Center Features Call Control Live Data Call Control Analytics	99.5%	3h 37m 21s
Smart API	Emergency Communications as a Service (ECaaS) Carbyne Connect IoT Capability	99.9%	43m 49s

Artificial Intelligence (AI) powered features and products (such as Admin Assist, Emergency Call Triage, Transcription & Translation, and Event Assist) are provided on a best efforts basis due to the nature of third party AI components which are incorporated in such features and products.

** The Uptime specified In this ADDENDUM excludes Planned Maintenance (as defined below) of the Platform. We are not responsible for System Unavailability caused by your IT infrastructure (such as internet services, electricity, modems, servers, workstations, hardware and operating systems), applications, by Third-Party integrations (such as your use of the Platform with your applications, software and equipment) over which we have no control or by Integrated Third-Party Components. Such System Unavailability will not count against the service levels specified in this SLA and Support Terms document. In addition, the Uptime will be defined based on the connectivity type described in Chapter 5.2 and 5.3 in this SLA and Support Terms document.*

1. System Availability and Scheduled System Unavailability

"Planned Maintenance" refers to our scheduled System Unavailability period.

a. We may require Planned Maintenance for the reasons such as following:

i. Upgrade or installation of software components (which is usually done without service implication on end-users)

ii. Maintenance procedures required to upkeep the system

iii. Database or cloud services configuration changes

b. We will use reasonable efforts to notify you of any Planned Maintenance no less than 2 business days before the System Unavailability period as follows:

i. By email to your contacts registered in Carbyne's support portal

ii. Published in Carbyne's support portal under the relevant message board

c. We will not exceed more than sixty (60) minutes of Planned Maintenance for any of the core functionalities of the applicable Platform in any consecutive 30-day period.

i. Planned Maintenance for non-core functionality - Monday-Thursday during business hours

ii. Planned Maintenance for core functionalities (excluding 911/10 digit emergency call flow) - Monday and Thursday between 02:00-05:00 am EST (no longer than 60 minutes, or upon predefined notification agreed with the customer)

d. We will not exceed more than twenty six (26) consecutive seconds at a time of service degradation for the 911/10 digit emergency call flow.

e. We shall use commercially reasonable efforts to provide prompt notification (by email or phone) as soon as we become aware of any actual or potential unscheduled System Unavailability of the applicable Platform (or a functionality of the Platform) as well as provide regular updates during the unscheduled System Unavailability regarding progress in restoring the service and the estimated timeframe when the Platform (or the affected functionality) will be available.

f. "System Unavailability" is defined as the percentage of seconds per month during which the feature or core functionality of the Platform, as applicable, is completely unavailable for your use. System Unavailability does not include any unavailability attributable to: (a) any Planned Maintenance; (b) your acts or omissions; (c) to connectivity issues resulting from third-party-managed integrations which access the Platform servers or from your internal network problems; (d) defects or bugs in the Platform or Software caused by any city, county or business, any PSAP Users, or any employee, agent or independent contractor of city, county or business; or (e) any other cause(s) beyond our reasonable control, including but not limited to those caused by Third-Party Data services over which we have no control (e.g. customer's internet service provider), Third-Party Components or a Force Majeure event. You are responsible for immediately notifying Carbyne of all third-party-managed related access, internal or external (e.g. internet service provider) network problems that arise.

2. System Availability with Third-Party Integrations

a. The Integrated Third-Party Component which is integrated with the Platform to provide additional external data to the Platform through an Application Program Interface (API) will be operational no less than 99.9% (43 minutes and 28 seconds System Unavailability in a calendar month) for a calendar month, excluding any scheduled maintenance of such Integrated Third-Party Component, whether scheduled by Carbyne or by the Third-Party Provider. This specified uptime applies only to the Integrated Third-Party Component as integrated with the Platform and/or Software and not to the Integrated Third-Party Component itself. We will use commercially reasonable efforts to schedule any Planned Maintenance for such integrations on minimal traffic days. Carbyne shall use commercially reasonable efforts to not schedule more than sixty (60) minutes of any such Planned Maintenance in any consecutive 30-day period.

b. We will use commercially reasonable efforts to provide you with notice as soon as we become aware of any actual or potential unavailability of a third party application, software or service which is integrated with the Platform which is outside of Planned Maintenance, as well as provide regular updates during the Integrated Product Unscheduled System Unavailability regarding the progress in restoring the service and the estimated timeframe when the integrated product will be available.

c. You will provide us with prompt notice, and in no case fewer than thirty (30) days advance notice, of any planned upgrade, whether by you or by any other third-party provider, of software or applications integrated with the Platform that we have no control of, such as power outages, ISP connections, IP or LAN connections or PBX maintenance, upgrades or updates of IT related hardware or software. Any downtime as a result of such upgrades or updates does not count against the service levels specified in this SLA.

d. In case of degradation of inbound or outbound non-emergency voice capability (provided by Twilio or Bandwidth) which results in failure to meet the SLA in Section 2(a) above, we will reach out to the applicable service provider (Twilio or Bandwidth) to submit a Critical Severity request. If possible, we may failover the voice services from one provider to the other while resolving such initial degradation of services.

3. Service Credits

Calculation

If we do not meet the applicable uptime for the features in the SLA table set forth above, you may be eligible for credits which may be applied toward your subscription fees (the "Service Credits"), as follows:
Service Credits are calculated as a percentage of the monthly subscription fee for the applicable product or feature based on the System Unavailability as described below. You may receive up to a maximum Service Credit of the percentage of one month's subscription fee paid for such product or feature. Service credits will not apply if the issue was resulted in by a Third-Party integration, as described in Chapter 2 above in this Addendum.

System Availability	Product (see SLA table in this Addendum for specific features)	Service Credit Percentage
Less than 99.999% but equal to or greater than 99.99%	APEX Platform, Call Control (only Inbound 911 Call Flow)	2%
Less than 99.99% but equal to or greater than 99.9%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	2%
	APEX Platform, Call Control	4%
Less than 99.9% but equal to or greater than 99.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	4%
	APEX Platform, Call Control	6%
Less than 99.5% but equal to or greater than 99.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	6%
	APEX Platform, Call Control	8%
Less than 99.0% but equal to or greater than 98.5%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	8%
	APEX Platform, Call Control	10%
Less than 98.5% but equal to or greater than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	12%
	APEX Platform, Call Control	15%
Less than 98.0%	Universe Platform, Bridge Desk, Carbyne Connect, ECaaS	20%
	APEX Platform, Call Control	25%
Equal or less than 75.0%	APEX Platform, Call Control	100%

Requesting Service Credits

To receive a Service Credit, you must notify us using one of the following options:

- Open a "Service Credit Request" ticket by emailing to support@carbyne.com, or by using the customer portal; or
- In writing at 45 W 27th St. Floor 2, New York, NY 10001, US, Attn: Legal Department, with a copy to legal@carbyne.com, or such other address provided by Carbyne from time to time

The request should be submitted within fifteen (15) days following the end of the month in which the System Unavailability occurred.

Claims must include the words "Service Credit Request" in the subject line; the dates and times of each System Unavailability incident; and any documentation to corroborate your claim of System Unavailability. You are required to remove or redact any confidential or sensitive or personal information in these logs.

All claims are subject to our review and verification before any Service Credits are granted. We will acknowledge requests for Service Credits within fifteen (15) business days of receipt and will use reasonable efforts to inform you of whether such a claim request is approved or denied within thirty days from receipt of the request.

If we confirm that the applicable uptime has not been met in the applicable calendar month, for which the Customer already paid, we will issue a Service Credit within one billing cycle from such confirmation. If you do not meet the submission requirements above, you will not be eligible to request a Service Credit for the applicable System Unavailability.

Service Credits will not entitle you to any refund or other payments from us and Service Credits are non-transferable. Service Credits will be provided only to a customer who has purchased and paid for the applicable Platform and has entered into a valid agreement with us governing such Platform, and followed the above process to request Service Credits.

The parties acknowledge and agree that Service Credits are intended as genuine pre estimates of loss that may be suffered as a result of any failure to achieve the applicable uptime specified above and are not deemed as penalties. To the extent legally permitted, our issuance of a Service Credit is your sole and exclusive remedy for our failure to meet the applicable uptime level specified above.

Carbyne APEX Quote

Meredith Morgan, Oakland County 911 Coordinator

Oakland County
1201 N Telegraph Road, Bldg 47W, Pontiac, MI 48341-1029
morganm@oakgov.com

November 17, 2025

Carbyne Contact:

Lori Harpring
Regional Sales Manager
+1.703.906.4375 | lorih@carbyne.com

Carbyne, Inc.
New York, NY 10001
www.carbyne.com

Quote

The following pricing is for APEX and any related services as described below. Any items not expressly stated below are not included.

Solution Fees

SKU	Description	List	Discount (Net Amount)
Annual Solution Subscription Fees			
APX.01CC	• APEX Platform - 65 Concurrent Licenses ○ Oakland County Sheriff ■ 11 Concurrent Licenses ■ 22 Installed Workstations ○ Southfield ■ 4 Concurrent Licenses ■ 8 Installed Workstations ○ Royal Oak ■ 5 Concurrent Licenses ■ 6 Installed Workstations ○ Troy ■ 4 Concurrent Licenses ■ 7 Installed Workstations ○ Pontiac (Backup) ■ 5 Installed Workstations ○ Farmington Hills ■ 4 Concurrent Licenses ■ 6 Installed Workstations ○ Novi ■ 3 Concurrent Licenses ■ 5 Installed Workstations ○ Waterford ■ 5 Concurrent Licenses ■ 5 Installed Workstations ○ West Bloomfield ■ 4 Concurrent Licenses	$975,000.00	$731,250.00

SKU	Description	List	Discount (Net Amount)
	■ 5 Installed Workstations ○ Bloomfield Township ■ 3 Concurrent Licenses ■ 4 Installed Workstations ■ 2 Laptops ○ Berkley ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Birmingham ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Ferndale ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Madison Heights ■ 3 Concurrent Licenses ■ 3 Installed Workstations ○ Bloomfield Hills ■ 1 Concurrent Licenses ■ 2 Installed Workstations ○ Hazel Park ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ Oak Park ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ Oakland University ■ 1 Concurrent Licenses ■ 2 Installed Workstations ■ 1 Laptop ○ Rochester ■ 2 Concurrent Licenses ■ 2 Installed Workstations ○ White Lake ■ 2 Concurrent Licenses ■ 3 Installed Workstations		
ACC.01A	• APEX Control Center Instance	$60,000.00	$45,000.00

SKU	Description	List	Discount (Net Amount)
AEH.01C	• APEX Control Center Events History	$28,200.00	$21,150.00
ANA.01C	• APEX Control Center Analytics	$50,040.00	$37,530.00
ASM.01C	• APEX Control Center Seat Map	Included	Included
AWB.01C	• APEX Contact Center Wallboard	Included	Included
APX.TTM	• APEX Translation & Transcription	$156,000.00	$117,000.00
AOS.01PC	• Premium Customer Success Services	$40,800.00	$40,800.00
AOS.01EP	• Premium Technical Support Services	$40,800.00	$40,800.00
	Annual Solution Subscription Fees Total	**$1,350,840.00**	**$1,033,530.00**
Solution Subscription Fees Summary			
	Total Year 1 Subscription Fees	$1,350,840.00	$1,033,530.00
	Total Year 2 Subscription Fees	$1,350,840.00	$1,033,530.00
	Total Year 3 Subscription Fees	$1,350,840.00	$1,033,530.00
	Total Year 4 Subscription Fees	$1,350,840.00	$1,033,530.00
	Total Year 5 Subscription Fees	$1,350,840.00	$1,033,530.00
	Total 5 Year Term Fees	**$6,754,200.00**	**$5,167,650.00**

*All fees exclude applicable taxes and regulatory fees.

Subscription Term: The Solution subscription start date will be the earliest of i) the date Carbyne delivers to Customer the license keys which provides Customer with access to the APEX platform, or ii) February 1, 2027 (“APEX Start Date”). The Solution subscription term will continue through January 31, 2032 (“APEX End Date”).

CPI Adjustment: In Carbyne’s sole discretion, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to

SKU	Description	List	Discount (Net Amount)
the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date. **Optional Year 6 and 7**: If approved by the Oakland County Board of Commissioners, the Customer may extend the Term for an additional two years at the same annual price shown above ($1,033,530.00), as adjusted for the CPI. **Concurrent Licenses:** The Customer may install the Software on up to 130 workstations in 20 sites, as set forth in the chart above. Customer's Authorized Users may use up to 65 of the 130 workstations at any given time to access and use the Solution (each license available for use referred to as a "Concurrent License"). In the event Customer's use of Concurrent Licenses per site exceeds the permitted number of Concurrent Licenses at that particular site for three consecutive months, Carbyne may charge additional fees or increase annual subscription fees for the next annual period. "Authorized User", "Software", and "Solution" as used in this paragraph are as defined in the Terms and Conditions.			

Deployment Fes

SKU	Description	List	Discount (Net Amount)
One-Time Deployment Fees			
AMN.01C	• APEX Deployment Package - Countywide system project management, professional services system provisioning and configuration, integration and acceptance testing, training, live cutover	$111,000.00	$111,000.00
AMN.01APL	• APEX Deployment Additional Physical Location - Qty 19	$190,000.00	$190,000.00

SKU	Description	List	Discount (Net Amount)
AIN.01	• Additional Integrations - Qty 48 ○ CLEMIS CAD (NENA-STA-027.3-2018 Interface) - Qty 1 ○ Equature Media Recorder version 17.5.2 (or greater) integration via standard NENA-STA-010.3 interface (RFC 7866) - Qty 20 ○ Administrative PBX (based on RFP Amendment 3) integration via SIP Trunk or media GW - Qty 20 ○ Motorola radio console audio integration via Carbyne Trigger Module (CTM) device - Qty 1 ○ ECaTS formatted data spill provided at the Southfield data center from the CHS to the InDigital Logix application (or cloud-to-cloud integration) - Qty 1 ○ Okta SSO integration via standard SAML 2.0 interface - Qty 1 ○ RapidSOS AML integration - Qty 1 ○ InDigital Text to 9-1-1 integration - Qty 1 ○ What3Words integration - Qty 1 ○ PFN ESInet with InDigital NGCS i3 interface integration - Qty 1	$60,000.00	$60,000.00
	One-Time Deployment Fees Total	**$361,000.00**	**$361,000.00**

SKU	Description	List	Discount (Net Amount)
One-Time Hardware Fees			
ABOM.01	• Hardware BOM for Oakland County Sheriff (22)	$176,126.19	$140,900.95
ABOM.01	• Hardware BOM for Southfield (8)	$80,481.27	$64,385.02
ABOM.01	• Hardware BOM for Royal Oak (6)	$67,120.58	$53,696.46
ABOM.01	• Hardware BOM for Troy (7)	$73,782.97	$59,026.38
ABOM.01	• Hardware BOM for Pontiac (5)	$60,458.19	$48,366.55
ABOM.01	• Hardware BOM for Farmington Hills (6)	$67,114.6	$53,696.46
ABOM.01	• Hardware BOM for Novi (5)	$60,440.24	$48,352.19
ABOM.01	• Hardware BOM for Waterford (5)	$60,440.24	$48,352.19
ABOM.01	• Hardware BOM for West Bloomfield (5)	$60,440.24	$48,352.19
ABOM.01	• Hardware BOM for Bloomfield Township (4)	$53,759.90	$43,007.92
ABOM.01	• Hardware BOM for Berkley (3)	$47,079.55	$37,663.64
ABOM.01	• Hardware BOM for Birmingham (3)	$47,079.55	$37,663.64
ABOM.01	• Hardware BOM for Ferndale (3)	$47,079.55	$37,663.64
ABOM.01	• Hardware BOM for Madison Heights (3)	$47,079.55	$37,663.64
ABOM.01	• Hardware BOM for Bloomfield Hills (2)	$40,399.21	$32,319.37
ABOM.01	• Hardware BOM for Hazel Park (2)	$40,399.21	$32,319.37
ABOM.01	• Hardware BOM for Oak Park (2)	$40,399.21	$32,319.37

SKU	Description	List	Discount (Net Amount)
ABOM.01	• Hardware BOM for Oakland University (2)	$40,399.21	$32,319.37
ABOM.01	• Hardware BOM for Rochester (2)	$40,399.21	$32,319.37
ABOM.01	• Hardware BOM for White Lake (3)	$47,079.55	$37,663.64
ABOM.01	• Hardware BOM for Required Spare Kit	$27,138.22	$21,710.58
	One-Time Hardware Fees Total	**$1,224,696.44**	**$979,761.94**
Integrations: The Customer is responsible for any additional fees charged by third party vendors to complete integration with Carbyne products.			

Third Party Service Fees

SKU	Description	Annual	Total Costs
Third Party Service Fees for All Sites			
ASIP.01	• SIP Trunking for Outbound Dialing	$8,240.04	$41,200.20
AESN.01.POI	• Carbyne POI Service for ESInet and PSAP NNI Interconnect Services	$168,674.40	$843,372.00
	Total Third Party Service Fees	**$176,914.44**	**$884,572.20**

Third Party Service Subscription Term: The subscription start date for each Third Party Service provided by a third party provider shall begin when the Third Party Service is activated by the applicable Third Party Service provider for the Customer ("Third Party Service Start Date"). The subscription for each Third Party Service will continue through the APEX End Date.

Third Party Service Fees: Connectivity and SIP Trunk Fees specified above reflect pass-through costs from Third Party Service providers which are based on Customer's anticipated use. At the end of each year of the subscription term, Carbyne may, with written notice, revise the annual

SKU	Description	Annual	Total Costs

fees based on Customer's use in the prior year. Annual Third Party Service fees are also subject to change based on any fee changes imposed by Third Party Service providers.

Furthermore, if Carbyne is subject to any third party charges as a result of Customer delays or Customer requested changes (such as any changes to requested dates, configuration changes or additional integrations), Carbyne will invoice Customer any applicable third party charges incurred by Carbyne.

SIP Trunking: Customer acknowledges and agrees Carbyne is not the provider of SIP Trunking, and Customer's use of SIP Trunking is subject to the applicable terms and conditions of the provider:

Use of Twilio are governed by the Terms of Service located here:
https://www.twilio.com/en-us/legal/tos

Use of Bandwidth are governed by the applicable terms located here:
https://www.bandwidth.com/legal/terms-of-use-bandwidthcom-web-sites/

Quote Summary

	Year 1	Year 2-5
Oakland Co Sheriff	$419,694.25	$266,293.30
Southfield	$148,209.35	$70,894.49
Royal Oak	$151,336.58	$85,140.12
Troy	$146,191.32	$69,297.72
Farmington Hills	$150,637.76	$68,339.65
Novi	$117,203.48	$57,171.52
Waterford	$144,141.50	$83,289.31
West Bloomfield	$132,066.04	$71,213.85
Bloomfield Township	$105,270.50	$49,332.74
Berkley	$103,437.51	$53,273.87
Birmingham	$109,045.32	$55,538.39

	Year 1	Year 2-5
Ferndale	$98,277.03	$48,113.39
Madison Heights	$98,277.03	$48,113.39
Bloomfield Hills	$64,993.12	$20,173.75
Hazel Park	$77,032.30	$32,212.93
Oak Park	$77,032.30	$32,212.93
Oakland University	$65,755.50	$18,032.62
Rochester	$77,032.30	$32,212.93
White Lake	$86,766.90	$35,943.57
Oakland County (Pontiac Backup & BOM for Required Spare Kit)	$362,663.53	$169,086.40
Total	**$2,735,063.62**	**$1,365,886.87**

Pricing for Add On Features and Additional Licenses

Description	Monthly	Annual
Annual Solution Subscription Fees Per Seat		
• APEX Platform - 1 Concurrent License ○ Control Center Events History ○ Control Center Seat Map ○ Control Center Video Wallboard ○ Control Center Analytics ○ Translation & Transcription	$1,250	$15,000
• Responder Connect	$56.25	$675
• Control Center Video Wallboard	$28.50	$342
• Citizen Connect	$5.50	$66
Annual Solution Subscription Fees By Call Volume		
• Emergency Call Triage (per 12K annual 9-1-1 calls)	$175	$2,100
• Event Assist (per 12K annual calls)	$150	$1,800

Description	Monthly	Annual
• Admin Assist (per 12K annual admin calls)	$450	$5,400
***Call Volume Pricing**: Call volumes listed above are based on 12,000 annual calls. Final pricing will be based on individual PSAP call volume. At the end of each year of the subscription Term, Carbyne may, with written notice, revise the annual fees in the invoice based on Customer's actual call volume the prior year.		

Oakland County Year One Fees

Oakland County	
One-time Fees (County)	$123,500.00
One-time Fees (Pontiac Backup Hardware and BOM for Required Spare Kit)	$70,077.13
Year 1 Annual Fees	$169,086.40
Year 1 Total Fees	**$362,663.53**
Years 2-5 Annual Fees	**$169,086.40**
Total Contract Value	**$1,039,009.13**

Quote by Location

Oakland County Sheriff (Base Pricing)	
1200 N Telegraph Road, Pontiac, MI 48341	
Concurrent Seats	11
Installed Positions	22
Year 1 Fees (Subscription + One-Time + Hardware)	$419,694.25
Years 2-5 Fees	$266,293.30

Oakland County Sheriff (Optional Additional Features)		
1200 N Telegraph Road, Pontiac, MI 48341		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$7,425.00	☑
Video Wallboard (annual)	$3,752.42	☑
AI Call Triage (annual)	$19,800.00	☑
AI Voice Admin Assist (annual)	$97,004.03 @ 50% discount	☑
AI Event Assist (annual)	$10,778.23	☑
Citizen Connect (annual)	$718.55	☑
GIS Map License (annual)	$16,548.84	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Southfield	
26000 Evergreen Rd, Southfield, MI 48076	
Concurrent Seats	4
Installed Positions	8 + 1 BYOD Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$148,209.35
Years 2-5 Costs	$70,849.49

Southfield (Options)		
26000 Evergreen Rd, Southfield, MI 48076		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,700.00	☑
Video Wallboard (annual)	$1,364.52	☐
AI Call Triage (annual)	$7,200.00	☐
AI Voice Admin Assist (annual)	$35,274.19	☐
AI Event Assist (annual)	$3,919.35	☑
Citizen Connect (annual)	$261.29	☑
GIS Map License (annual)	$6,017.76	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	qty: 1 @ $429.84	☑
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Royal Oak (Base Pricing)	
450 E 11 Mile Rd, Royal Oak, MI 48067	
Concurrent Seats	5
Installed Positions	6
Year 1 Costs (Subscription + One-Time + Hardware)	$151,336.58
Years 2-5 Costs	$85,140.12

Royal Oak (Optional Pricing)		
450 E 11 Mile Rd, Royal Oak, MI 48067		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$3,375.00	☐
Video Wallboard (annual)	$1,705.65	☐
AI Call Triage (annual)	$9,000.00	☐
AI Voice Admin Assist (annual)	$44,092.74	☐
AI Event Assist (annual)	$4,899.19	☑
Citizen Connect (annual)	$326.61	☑
GIS Map License (annual)	$7,522.20	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Troy (Base Pricing)	
500 W Big Beaver Rd, Troy, MI 48084	
Concurrent Seats	4
Installed Positions	7 + 2 laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$146,191.32
Years 2-5 Costs	$69,297.72

Troy (Optional Pricing)		
500 W Big Beaver Rd, Troy, MI 48084		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,700.00	☐
Video Wallboard (annual)	$1,364.52	☑
AI Call Triage (annual)	$7,200.00	☐
AI Voice Admin Assist (annual)	$35,274.19	☐
AI Event Assist (annual)	$3,919.35	☑
Citizen Connect (annual)	$261.29	☐
GIS Map License (annual)	$6,017.76	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	qty: 2 @ $2,683.61	☑
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Farmington Hills (Base Pricing)	
31655 W. Eleven Mile Rd, Farmington, MI 48335	
Concurrent Seats	4
Installed Positions	12 + 6 Laptops
Year 1 Costs (Subscription + One-Time + Hardware)	$150,637.76
Years 2-5 Costs	$68,339.65

Farmington Hills (Optional Pricing)		
31655 W. Eleven Mile Rd, Farmington, MI 48335		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,700.00	☑
Video Wallboard (annual)	$1,364.52	☑
AI Call Triage (annual)	$7,200.00	☐
AI Voice Admin Assist (annual)	$35,274.19	☐
AI Event Assist (annual)	$3,919.35	☐
Citizen Connect (annual)	$261.29	☑
GIS Map License (annual)	$6,017.76	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	qty: 6 @ $2,683.61	☑
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Novi (Base Pricing)	
45125 10 Mile Rd, Novi, MI 48375	
Concurrent Seats	3
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	$117,203.48
Years 2-5 Costs	$57,171.52

Novi (Optional Pricing)		
45125 10 Mile Rd, Novi, MI 48375		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,025.00	☑
Video Wallboard (annual)	$1,023.39	☑
AI Call Triage (annual)	$5,400.00	☑
AI Voice Admin Assist (annual)	$26,455.65	☐
AI Event Assist (annual)	$2,939.52	☐
Citizen Connect (annual)	$195.97	☑
GIS Map License (annual)	$4,513.32	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	qty: 1 @ $429.84	☑
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Waterford (Base Pricing)	
5150 Civic Center Dr, Waterford Township, MI 48329	
Concurrent Seats	5
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	$144,141.50
Years 2-5 Costs	$83,289.31

Waterford (Optional Pricing)		
5150 Civic Center Dr, Waterford Township, MI 48329		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$3,375.00	☑
Video Wallboard (annual)	$1,705.65	☐
AI Call Triage (annual)	$9,000.00	☐
AI Voice Admin Assist (annual)	$44,092.74	☐
AI Event Assist (annual)	$4,899.19	☐
Citizen Connect (annual)	$326.61	☐
GIS Map License (annual)	$7,522.20	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

West Bloomfield (Base Pricing)	
4530 Walnut Lake Rd, West Bloomfield, MI 48323	
Concurrent Seats	4
Installed Positions	5
Year 1 Costs (Subscription + One-Time + Hardware)	$132,066.04
Years 2-5 Costs	$71,213.85

West Bloomfield (Optional Pricing)		
4530 Walnut Lake Rd, West Bloomfield, MI 48323		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,700.00	☐
Video Wallboard (annual)	$1,364.52	☐
AI Call Triage (annual)	$7,200.00	☑
AI Voice Admin Assist (annual)	$35,274.19	☐
AI Event Assist (annual)	$3,919.35	☐
Citizen Connect (annual)	$261.29	☐
GIS Map License (annual)	$6,017.76	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Bloomfield Township (Base Pricing)	
4200 Telegraph Rd, Bloomfield Hills, MI 48302	
Concurrent Seats	3
Installed Positions	4 + 2 BYOD Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$105,270.50
Years 2-5 Costs	$49,332.74

Bloomfield Township (Optional Pricing)		
4200 Telegraph Rd, Bloomfield Hills, MI 48302		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,025.00	☐
Video Wallboard (annual)	$1,023.39	☑
AI Call Triage (annual)	$5,400.00	☐
AI Voice Admin Assist (annual)	$26,455.65	☐
AI Event Assist (annual)	$2,939.52	☐
Citizen Connect (annual)	$195.97	☑
GIS Map License (annual)	$4,513.32	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	qty: 1 @ $429.84	☑
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Berkley (Base Pricing)	
2395 12 Mile Rd, Berkley, MI 48072	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	$103,437.51
Years 2-5 Costs	$53,273.87

Berkley (Optional Pricing)		
2395 12 Mile Rd, Berkley, MI 48072		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,025.00	☑
Video Wallboard (annual)	$1,023.39	☐
AI Call Triage (annual)	$5,400.00	☐
AI Voice Admin Assist (annual)	$26,455.65	☐
AI Event Assist (annual)	$2,939.52	☑
Citizen Connect (annual)	$195.97	☑
GIS Map License (annual)	$4,513.32	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Birmingham (Base Pricing)	
151 Martin St, Birmingham, MI 48009	
Concurrent Seats	3
Installed Positions	3 + 1 Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$109,045.32
Years 2-5 Costs	$55,538.39

Birmingham (Optional Pricing)		
151 Martin St, Birmingham, MI 48009		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,025.00	☑
Video Wallboard (annual)	$1,023.39	☐
AI Call Triage (annual)	$5,400.00	☑
AI Voice Admin Assist (annual)	$26,455.65	☐
AI Event Assist (annual)	$2,939.52	☐
Citizen Connect (annual)	$195.97	☐
GIS Map License (annual)	$4,513.32	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	qty: 1 @ $2,683.61	☑
Status Light Pole (one-time, per qty ordered)	qty: 3 @ $219.90	☑
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Ferndale (Base Pricing)	
310 E 9 Mile Rd, Ferndale, MI 48220	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	$98,277.03
Years 2-5 Costs	$48,113.39

Ferndale (Optional Pricing)		
310 E 9 Mile Rd, Ferndale, MI 48220		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$1,350.00	☐
Video Wallboard (annual)	$682.26	☐
AI Call Triage (annual)	$3,600.00	☐
AI Voice Admin Assist (annual)	$17,637.10	☐
AI Event Assist (annual)	$1,959.68	☐
Citizen Connect (annual)	$130.65	☐
GIS Map License (annual)	$3,008.88	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Madison Heights (Base Pricing)	
280 W 13 Mile Rd, Madison Heights, MI 48071	
Concurrent Seats	3
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	$98,277.03
Years 2-5 Costs	$48,113.39

Madison Heights (Optional Pricing)		
280 W 13 Mile Rd, Madison Heights, MI 48071		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$2,025.00	☐
Video Wallboard (annual)	$1,023.39	☐
AI Call Triage (annual)	$5,400.00	☐
AI Voice Admin Assist (annual)	$26,455.65	☐
AI Event Assist (annual)	$2,939.52	☐
Citizen Connect (annual)	$195.97	☐
GIS Map License (annual)	$4,513.32	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Bloomfield Hills (Base Pricing)	
45 E Long Lake Rd, Bloomfield Hills, MI 48304	
Concurrent Seats	1
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	$64,993.12
Years 2-5 Costs	$20,173.75

Bloomfield Hills (Optional Pricing)		
45 E Long Lake Rd, Bloomfield Hills, MI 48304		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$675.00	☑
Video Wallboard (annual)	$341.13	☑
AI Call Triage (annual)	$1,800.00	☑
AI Voice Admin Assist (annual)	$8,818.55	☐
AI Event Assist (annual)	$979.84	☑
Citizen Connect (annual)	$65.32	☑
GIS Map License (annual)	$1,504.44	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Hazel Park (Base Pricing)	
111 E 9 Mile Rd, Hazel Park, MI 48030	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	$77,032.30
Years 2-5 Costs	$32,212.93

Hazel Park (Optional Pricing)		
111 E 9 Mile Rd, Hazel Park, MI 48030		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$1,350.00	☐
Video Wallboard (annual)	$682.26	☐
AI Call Triage (annual)	$3,600.00	☐
AI Voice Admin Assist (annual)	$17,637.10	☐
AI Event Assist (annual)	$1,959.68	☐
Citizen Connect (annual)	$130.65	☐
GIS Map License (annual)	$3,008.88	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Oak Park (Base Pricing)	
13800 Oak Park Blvd, Oak Park, MI 48237	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	$77,032.30
Years 2-5 Costs	$32,212.93

Oak Park (Optional Pricing)		
13800 Oak Park Blvd, Oak Park, MI 48237		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$1,350.00	☐
Video Wallboard (annual)	$682.26	☐
AI Call Triage (annual)	$3,600.00	☐
AI Voice Admin Assist (annual)	$17,637.10	☐
AI Event Assist (annual)	$1,959.68	☐
Citizen Connect (annual)	$130.65	☐
GIS Map License (annual)	$3,008.88	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Oakland University (Base Pricing)	
201 Meadow Brook Rd, Rochester, MI 48309	
Concurrent Seats	1
Installed Positions	2 + 1 Laptop
Year 1 Costs (Subscription + One-Time + Hardware)	$65,755.50
Years 2-5 Costs	$18,032.62

Oakland University (Optional Pricing)		
201 Meadow Brook Rd, Rochester, MI 48309		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$675.00	☑
Video Wallboard (annual)	$341.13	☐
AI Call Triage (annual)	$1,800.00	☐
AI Voice Admin Assist (annual)	$8,818.55	☐
AI Event Assist (annual)	$979.84	☑
Citizen Connect (annual)	$65.32	☑
GIS Map License (annual)	$1,504.44	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	qty: 1 @ $2,683.61	☑
Status Light Pole (one-time, per qty ordered)	qty: 2 @ $219.90	☑
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

Rochester (Base Pricing)	
400 6th St, Rochester, MI 48307	
Concurrent Seats	2
Installed Positions	2
Year 1 Costs (Subscription + One-Time + Hardware)	$77,032.30
Years 2-5 Costs	$32,212.93

Rochester (Optional Pricing)		
400 6th St, Rochester, MI 48307		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$1,350.00	☐
Video Wallboard (annual)	$682.26	☐
AI Call Triage (annual)	$3,600.00	☐
AI Voice Admin Assist (annual)	$17,637.10	☐
AI Event Assist (annual)	$1,959.68	☐
Citizen Connect (annual)	$130.65	☐
GIS Map License (annual)	$3,008.88	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	$219.90	☐
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

White Lake (Base Pricing)	
10911 Elizabeth Lake Rd, White Lake, MI 48386	
Concurrent Seats	2
Installed Positions	3
Year 1 Costs (Subscription + One-Time + Hardware)	$86,766.90
Years 2-5 Costs	$35,943.57

White Lake (Optional Pricing)		
10911 Elizabeth Lake Rd, White Lake, MI 48386		
Product/Feature	**Annual Fees**	
Responder Connect (annual)	$1,350.00	☐
Video Wallboard (annual)	$682.26	☐
AI Call Triage (annual)	$3,600.00	☑
AI Voice Admin Assist (annual)	$17,637.10	☐
AI Event Assist (annual)	$1,959.68	☐
Citizen Connect (annual)	$130.65	☑
GIS Map License (annual)	$3,008.88	☐
Product/Feature	**One-Time Fees**	
ECC Printer (one-time, per qty ordered)	$429.84	☐
Mobile Laptop (one-time, per qty ordered)	$2,683.61	☐
Status Light Pole (one-time, per qty ordered)	qty: 3 @ $219.90	☑
GIS Map Data Validation & Import (one-time)*	TBD	☐
GIS Map Configuration & Training (one-time) **	TBD	☐

*GIS One-Time fees of $9,987.78 to be divided equally among participating PSAPs. Final per-PSAP cost to be confirmed.
** GIS One-Time fees of $12,030 to be divided equally among participating PSAPs. Final per-PSAP cost to be confirmed.

Payment Terms

Upon full execution of this Quote, Carbyne will invoice all annual fees for Year 1 plus one-time fees based on the following schedule.

Oakland County

- 1st Payment - One Time (County) Fees invoiced upon delivery of Updated Project Plan, which will be 60 business days after contract signature - $108,799.06 (30%)
- 2nd Payment - Upon successful connection with data centers - $72,532.71 (20%)
- 3rd Payment - Upon successful connection and testing of 1 st PSAP - $108,799.06 (30%)
- 4th Payment - Upon completion of 30 days with all PSAPs live (without major issues) $72,532.70 (20%)

Individual PSAPs

- 1st Payment - 45% of Year One invoiced upon Contract Execution
- 2nd Payment -55% or remainder due at the subscription start date (the subscription start date is February 1, 2027), except that the Parties shall meet, discuss, and determine if a Change Order/Amendment is necessary related to the subscription start date, if all PSAPs are not live by by the subscription start date. The Parties shall only meet and discuss movement of the subscription start date related to the PSAPs that are not live by such date.

Carbyne will invoice annual fees set for Years 2 through 5 annually on each anniversary of February 1.

All invoices are due Net 30 days from the date of invoice.

Purchase Order Information:
Is a Purchase Order (PO) required for the purchase or payment of this Quote?
No ____
Yes ____ (Please send any purchase orders to FinanceUS@carbyne.com)

Optional Prepayment Discount:
Customer is eligible for an additional discount on the first invoice if Customer chooses to pay multiple years up front, as follows:

Check if applicable:

- ☐ Prepayment of all 5 years in advance, 10% discount on the invoice.
- ☐ Prepayment of 3 years (Years 1, 2 and Year 3) in advance, 5% discount on the invoice.

Statement of Work

Carbyne will provide a separate Statement of Work per site which will outline the tasks and deliverables for the implementation and deployment of APEX ("Implementation SOW") which is subject to the Carbyne Professional Services Terms and Conditions that can be found at https://carbyne.com/legal/. The agreed template Implementation SOW is attached as Exhibit IV to the Contract.

Terms and Conditions

All mutually agreed upon Quotes and any use of Carbyne's products and services are subject to Carbyne's Terms and Conditions and Hardware Addendum which can be found at https://carbyne.com/legal/ ("Terms and Conditions"). The current version of the Terms and Conditions and Hardware Addendum are also attached below. By signing below, you agree to this Quote and the Terms and Conditions and Hardware Addendum.

Signatures of Authority

This Quote is entered into by and between **Carbyne, Inc.** and **Oakland County Sheriff's Department**.

Carbyne, Inc.	**Oakland County**
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:
Address: 45 W. 27th Street, 2nd Fl., New York, NY 10001	Address: 1201 N Telegraph Road, Bldg 47W, Pontiac, MI 48341-1029

Carbyne Terms and Conditions

These Carbyne Terms and Conditions ("**Agreement**") govern your access to and use of the Solution offered by us or our Affiliates. By using the Solution, or upon your agreement to the Quote for the Solution, you indicate you have read, understand and agree to the terms and conditions of this Agreement. If you use the Solution on behalf of an organization, you agree to this Agreement on behalf of that organization and you represent and warrant that you have the authority to do so. "**Carbyne**", "**us**", "**we**" or "**our**" refers to Carbyne Ltd., Carbyne, Inc. or Carbyne911 Mexico S. de RL de CV, as specified on the Quote, on behalf of itself and its Affiliates, and "**Customer**", "**you**" and "**your**" refers to the customer signing below.

DEFINITIONS

Affiliates means any other person that directly or indirectly controls, or is controlled by or under common control with a party, with 'control' as applied to any party being the direct or indirect ownership of more than fifty percent (50%) of the equity or voting interest in such party.

Authorized User means you or your employees, consultants, agents or contractors who are granted access to the Solution by you as part of their support of your internal business or operations.

Confidential Information means information (whether oral, written or in some other tangible form) disclosed by one party (the "disclosing party") to the other party (the "receiving party") that is obtained by the receiving party under or in connection with this Agreement and that is marked as confidential, is by its nature confidential or relates to the business or affairs of the disclosing party.

Documentation means the then-current standard product sheet provided or made available by us with respect to the Solutions which describes its features and functionalities. Documentation specifically excludes marketing and promotional materials and proposals.

Intellectual Property Rights means any and all intellectual property rights including patents, trademarks, design rights, copyright, rights in databases, know-how, look-and-feel, domain names and all similar rights (whether or not registered or capable of registration and whether subsisting in any part of the world), together with any and all goodwill relating or attached thereto, all derivative works and all extensions and renewals thereof.

License Designation refers to the permitted Software installation and Solution use rights as follows:

(a) **Primary License:** you may install the Software on your workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations.

(b) **Backup License:** you may install the Software on your backup workstations up to the number of licenses specified on the Quote and access and use the Solution from such workstations only for backup purposes.

(c) **Concurrent License:** you may install the Software on your workstations up to the number of licenses specified on the Quote, and you may access and use the Solution from only up to 50% of such workstations at any given time (unless otherwise indicated in the Quote).

If no License Designation is provided on the Quote, the License Designation is considered a Primary License.

Platform means the hosted platform, software as a service and/or other hosted product or service which we or our Affiliate(s) make available to you pursuant to this Agreement. The Platform excludes Software.

Privacy Policy means the policy found at https://carbyne.com/privacy-policy-2/, which describes how we use personal data you and your Authorized Users provide to us, including personal

data which is shared with us in connection with your use of the Solutions.

Quote refers to the ordering document, such as a quote, agreed to in writing between you and us which is subject to this Agreement and describes the Solution (including the number of Software licenses, as applicable) and Support Services you wish to purchase from us and the applicable fees.

Solution means the Software and Platform which we or our Affiliate(s) make available to you pursuant to this Agreement. The Solution does not include Third Party Content.

Software means the software in object code we provide to you for download under this Agreement which enables you and your Authorized Users to access the Platform. Software includes any upgrades we provide in accordance with the Support Terms and Service Level Agreement. Software excludes the Platform.

Subscription Term means the duration of your subscription to use the Solution specified in the applicable Quote.

Support Services means the maintenance and support services provided in connection with your use of the Solution in accordance with the Support Terms and Service Level Agreement.

Support Terms and Service Level Agreement (or SLA) means the document provided by us describing the Support Services provided by us, which includes our commitment regarding the performance of the Platform, as updated and which is incorporated into this Agreement by this reference.

Supplemental Terms means additional terms and conditions that apply to specified products and services or address specific requirements, as mutually agreed upon between the parties in writing, which are made part of this Agreement.

Third Party Content means applications, materials, data and information, such as location and transcription and translation services, which are provided by a third party and are made available to you through your use of the Solutions.

Third Party Services means services such as porting phone numbers, voice services provided by Bandwidth and Twilio and broadband circuits provided by a third party which we pass through to you for use with the Solution.

Your Data means data (including personal data of callers), records, reports, recordings and files you or your Authorized Users enter into the Solution, including the content of any message, video, or chat sent or received using the Platform, or which are otherwise generated by you or your Authorized Users through access or use of the Solution. Your Data includes log information from your use of the Platform, such as log data from your use of the Solution which is stored in Events History. Your Data does not include Third Party Content.

1. USE AND LICENSE OF PRODUCTS

1.1 Carbyne offers a Solution comprised of a cloud-based Platform accessed by Authorized Users through Software installed on an Authorized User's computer. During the Term, provided you are current in your payment obligations, we grant you: (i) the right to access the Platform through the Software;

(ii) a non-exclusive, non-transferable, non-sublicensable, limited, revocable right to download, install and use the Software solely for purposes of exercising your rights to access the Platform as part of the Solution. In accordance with the specified License Designation, you may install the Software up to the number of licenses set forth in the Quote, and you may access and use the Solution for your internal business purposes only. If we provide you with our hardware or equipment, such as a serial-to-IP device or audio trigger module, for your use with the Solution, unless otherwise agreed upon in writing, upon expiration or termination of this Agreement, you are required to promptly return this hardware or equipment to us.

1.2 You may permit Authorized Users to access and use the Solution and Documentation provided you are responsible for: (i) ensuring all Authorized Users use the Solution and Documentation only for support of your internal business and operations in accordance with this Agreement, and (ii) any

unauthorized use of the Solution or any breach of this Agreement by an Authorized User.

1.3 You are responsible for obtaining and maintaining your own IT infrastructure and any ancillary services needed to use the Solution (such as internet, electricity, modems, servers, workstations, hardware and operating systems) and for the security of your systems, including the Software installed on your systems, and will take commercially reasonable steps to exclude malware, viruses, spyware and Trojans from your systems. You and your Authorized Users may use the Platform to send and receive messages, and you are solely responsible for any such messages and their content.

1.4 As part of your use of the Solution and Support Services, you may receive access to Third Party Content and Third Party Services. You are responsible for compliance, including compliance by your Authorized Users, with any terms which apply to Third Party Content and Third Party Services. We make any Third Party Content and Third Party Services available "AS IS" without support (unless otherwise specified), representations or warranties of any kind and we have no responsibility or liability for the availability, quality or accuracy of Third Party Content and Third Party Services which you use or rely upon. We recommend you verify any Third Party Content made available in the Solution. We may suspend or terminate provision or availability of any Third Party Content or Third Party Services at any time without any liability, and such suspension or termination will not be deemed a breach of this Agreement.

2. Orders and Fees

2.1 Orders for the Solution, and any related services, are placed when you agree in writing to a Quote issued by us. Quotes are subject to this Agreement. The subscription start date for the Solution is as set forth in the Quote. If your subscription term to the Solution is more than one year, or your Quote states otherwise, annual subscription fees may be subject to a fee adjustment on each anniversary date of the subscription start date to account for changes to the U.S. Department of Labor Consumer Price Index ("CPI"). Such fee adjustments are limited to the greater of 3% or the change in the CPI for the twelve month period preceding the anniversary date.

2.2 You agree to pay the fees set forth on the applicable Quote. We may also invoice you for additional fees if you exceed the permitted use. Unless otherwise specified in the Quote, fees are payable within 30 days of the date of the invoice we issue. All payments not made when due are subject to a late charge of 1.5% per month or the maximum amount allowed by law, compounded annually. You agree to pay fees by wire transfer or check to the account details provided by us in writing, or such other account as may be designated by us from time to time. Any fees specified on the Quote are exclusive of applicable taxes.

2.3 If you fail to pay any fees in accordance with the terms of this Agreement and the applicable Quote, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Platform until all outstanding fees have been paid.

2.4 You agree to pay (and to reimburse us or our authorized agent, if applicable, on request if we are required to pay on your behalf) any applicable taxes, assessments and duties of any kind and nature that is levied or imposed by any governmental authority on your use of the Solution, or your receipt of support or other services, but not including taxes based on our net income. If you are exempt from taxes, then you must provide a valid exemption certificate or other government approved documentation to us.

3. Professional Services and Your Cooperation

3.1 You may request professional services, such as installation and integration services, in connection with your use of the Solution ("Professional Services"). A description of the Professional Services will be set forth in a Statement of Work ("SOW"), as mutually agreed in writing, which will be subject to this Agreement and the Professional Services Terms and Conditions. We will invoice any fees for Professional Services, and such fees are payable, in accordance with the applicable SOW.

3.2 You acknowledge that the timely provision of and access to your systems, equipment, assistance, cooperation, complete and accurate information and data ("Your Cooperation") are essential to performance of any services, including Professional Services, under this Agreement and our performance of such services is dependent on Your Cooperation. This may also include providing appropriate contacts and facilitating discussions with any third-party vendor or subcontractor you have engaged, whose services are required to interact or connect with the Solution or is required for us to provide the Solution to you. We will use commercially reasonable efforts to integrate the specified interfaces with the Solution. If you are unable to or fail to timely perform your obligations under this Agreement or a SOW, you relieve us of any dependent obligations to the extent of such delay.

4. Your Obligations and Restrictions

4.1 You represent and warrant (i) that no third party agreement prevents you from using the Solutions as contemplated under this Agreement; (ii) you will manage, secure and protect from unauthorized use or disclosure, and keep confidential, all Software license keys and login credentials used by Authorized Users in connection with use of the Software and Platform.

4.2 You shall not, directly or indirectly: (i) infiltrate, hack, reverse engineer, decompile or disassemble the Solution or any part of the Solution for any purpose; (ii) interfere with, modify, disrupt or disable features or functionality of the Solution; (iii) remove or use the name, trademarks, trade-names, logos and other proprietary notices contained on or in Solution; (iv) make derivative works of the Solution or copy any part or content of the Solution other than for your own internal business purposes as specifically permitted in this Agreement; (v) use the Solution or any part of the Solution to build a competitive product or service; (vi) sell, sublicense, distribute or rent the Solution (in whole or part), grant non-Authorized Users access to the Solution or use the Solution to provide a hosted or managed service to others (except to the extent expressly permitted in this Agreement). You shall provide us with reasonable assistance to prevent the occurrence of any such activities by any third parties.

4.3 Furthermore, you shall not use the Solution: (i) for any illegal or fraudulent activity; (ii) to violate the rights of others;

(iii) to threaten, incite, promote or actively encourage violence, terrorism or other serious harm; (iv) for any content or activity that promotes child sexual exploitation or abuse; (v) to violate the security, integrity or availability of any user, network, computer or communications system, software application, or network or computing device; (vi) to distribute, publish, send or facilitate the sending of unsolicited mass email, robocalls or other messages, promotions, advertising or solicitations (or "spam").

5. Platform Availability and Support

5.1 You may request Support Services, as described in the Support Terms and Service Level Agreement. We will make the Platform available to you in accordance with the SLA, subject to operational requirements such as regularly scheduled maintenance and downtime. In the event of any downtime of the Platform, your only remedy is as set forth in the SLA or to cease use of the Platform. Our obligations and commitments in the Support Terms and Service Level Agreement only apply to the Solution and not to any other hardware, equipment, software, products or services. Unless otherwise specified on the Quote, all hardware and third-party licenses and any other equipment, applications, and materials (collectively "Equipment") used with our products and services are your responsibility. Our support obligations and warranties do not extend to such Equipment.

5.2 We may at any time: (i) introduce new or additional products and services, (ii) update the Solution to improve or add features or functionalities to the Solution, or (iii) modify the Solution to cease providing a feature or functionality. We may share information about future products, features, enhancements or other changes to the Solution in advance, but you should not rely upon this information when deciding to subscribe. We have no obligation to make these products, features,

enhancements and changes generally available, and we are unable to promise or guarantee they will be compatible with your systems. Your decision to subscribe should be based upon the functionality available at the time you are making that decision and not on any potential future functionality. We will make available to you any additional terms and/or technical requirements applicable to generally available new or enhanced products and services in advance. You may choose to purchase a subscription to generally available new or enhanced products and services subject to written agreement to the applicable quote and terms and conditions.

5.3 If we materially degrade or remove a functionality from the Solution that affects your use of the Solution, we will notify you as soon as reasonably practicable and you may terminate this Agreement by notifying us in writing no later than thirty (30) days after the date of such notice. If you terminate this Agreement as permitted in this Section, the termination will be effective as of the date specified in the notice and you will remain responsible for all fees incurred up to, and including, the effective date of such termination. We will refund any prepaid fees prorated from the effective date of the termination, less any applicable discounts not earned as of the effective date of the termination. Your continued use of the Solution after the effective date of any change is deemed as acceptance of the modified Solution.

6. Confidentiality

6.1 The receiving party agrees (i) not to disclose the disclosing party's Confidential Information to any third parties other than to its directors, employees, advisors, or consultants (collectively, its "Representatives") on a "need to know" basis and provided that such Representatives are bound by confidentiality obligations not less restrictive than obligations described in this Agreement; (ii) not to use or reproduce any of the disclosing party's Confidential Information for any purposes except to carry out its rights and responsibilities under this Agreement; (iii) to keep the disclosing party's Confidential Information confidential using at least the same degree of care it uses to protect its own confidential information, which shall in any event not be less than a reasonable degree of care. Notwithstanding the foregoing, the receiving party may disclose disclosing party's Confidential Information in its possession to the extent required by legal process or applicable law, rule or regulation, provided prior to such disclosure, if legally allowed, receiving party gives prompt notice to the disclosing party to give disclosing party an opportunity to seek a protective order or other appropriate relief.

6.2 Confidential Information excludes any information that:

(i) is now or subsequently becomes generally available in the public domain through no fault or breach on the part of receiving party; (ii) the receiving party has in its possession without any duty of confidentiality prior to disclosure of the Confidential Information by the disclosing party; (iii) the receiving party rightfully obtains from a third party who has the right to transfer or disclose it, without default or breach of any confidentiality obligations; (iv) the receiving party has independently developed, without breach of this Agreement and/or without any use of or reference to the Confidential Information.

6.3 This Section 6 does not prohibit you from disclosing the terms of this Agreement to the extent required by public disclosure laws which apply to you ("Public Disclosure Laws"), including but not limited to any applicable Michigan public disclosure laws, provided that, to the extent permitted, material terms of this Agreement (such as representations and warranties, indemnity and limitation of liability) and trade secrets, non-publicly available pricing, product road maps or business strategies are redacted.

7. Data, Data Privacy

7.1 Our Privacy Policy governs your rights arising from and relating to data protection and privacy, including our practices with respect to the collection, use and disclosure of certain data and/or personal information provided to us in connection with your use of the Solution. We may use contact information you provide to us to communicate with you about the Solution and send you information we think may be of interest to you based on your marketing

communication preferences. Our use of your personal data remains subject to the Privacy Policy. The parties may enter into additional Supplemental Terms governing data privacy, if necessary to comply with applicable privacy laws.

7.2 You grant us a license to use, reproduce, transmit and analyze Your Data, solely as required to provide the Solution to you (including performance of operations by the Solution in accordance with Documentation and this Agreement), and to provide Support Services and Professional Services. You retain all rights, title and interest, including Intellectual Property Rights, in and to Your Data. You are solely responsible for all Your Data. You represent and warrant that you own all Your Data, or you have all consents and rights that are necessary to share Your Data with us and to grant us the rights to Your Data under these Terms. You also represent and warrant that neither Your Data, nor your use and provision of Your Data through the Solution, nor our use of Your Data to provide the Solution, Support Services or Professional Services, will infringe, misappropriate or violate a third party's intellectual property rights, or rights of publicity or privacy, or result in the violation of any applicable law or regulation.

7.3 Unless you provide us with written instruction otherwise, we will retain Your Data which you submit to the Platform or which is recorded or stored in the course of your use of the Solution, for a period of two years during the Subscription Term (the period we retain your data referred to as the "Data Retention Period"). Your Data is automatically deleted thirty days after (a) the Data Retention Period, (b) the expiration of the Subscription Term or (c) termination of the Subscription Term for any reason; however, at any time prior to such deletion, you may download Your Data which has been stored on the Platform. You acknowledge you are responsible for your compliance with any applicable data retention laws. You will be solely responsible for any data requests. We will have no further obligation with respect to Your Data after the Data Retention Period or after the deletion of Your Data.

7.4 We may create anonymized and aggregated statistical data from your usage of the Solution, which does not include your personal data. We may use such anonymized and aggregated data for our own internal purposes, such as to develop and improve the Solution, to develop new services or products, and to identify usage trends.

8. Compliance

8.1 You agree to use the Solution in accordance with all applicable laws, including any applicable privacy and export laws. You agree to comply with all applicable sanctions (including embargoes) and re-export control laws and regulations including (to the extent applicable) those of the United States of America. We are not obligated to perform under this Agreement if doing so is in violation of national or international foreign trade or customs requirements or any embargoes or other sanctions.

8.2 You agree to report any known or suspected misuse of the Solution to us. We have the right to monitor your use of the Solution (but not Your Data) to verify your compliance with this Agreement at any time. If your use of the Solution exceeds the License Designation, we will provide you with notice of any additional fees or increases in the annual subscription fee for the next annual period. Furthermore, if we reasonably believe that you are using the Solution in an unauthorized or improper manner, we may, without notice and at our sole discretion, without limiting any other remedy available to us, terminate or suspend your right to use the Solution (or any feature, functionality or content which we determine is being used in violation of this Agreement) or take any other action we consider appropriate.

9. Warranties; Disclaimer

9.1 Each party warrants it has the full capacity and authority and all necessary consents to enter into and perform its respective obligations under this Agreement.

9.2 We warrant that the Solution provided to you under this Agreement are in material compliance with the features and functionalities described in the applicable Documentation. If the Solution fails to perform as warranted in this Agreement, to the extent permissible under applicable law, our sole obligation, and your exclusive remedy, will be (i) to use commercially reasonable efforts to repair or restore

the non-conforming Solution so that it conforms to this warranty, or (ii) if such repair or restoration may not be, in our opinion, available within a reasonable time or with reasonable efforts, to terminate the non-conforming Solution and refund to you any prepaid amounts for such Solution on a pro-rata basis for the remainder of the Term. You acknowledge we have no responsibility for breach of such warranty to the extent due to the operation of any third-party computer programs, software, hardware, lines, or equipment, including but not limited to computer equipment, and peripherals, server equipment, communications equipment, and data lines.

9.3 YOU ACKNOWLEDGE WE DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. WE MAKE NO REPRESENTATION THAT WE ARE AN INTERCONNECTED VOIP SERVICE OR A COVERED 911 SERVICE PROVIDER, AND YOU MUST OBTAIN SUCH SERVICES FROM THE APPROPRIATE THIRD PARTY SERVICE PROVIDER. ANY SUCH THIRD PARTY SERVICES PROVIDED TO YOU ARE ONLY PASSED THROUGH TO YOU AS A CONVENIENCE IN CONNECTION WITH YOUR USE OF THE SOLUTION. YOUR USE OF THIRD PARTY SERVICES MAY BE SUBJECT TO THE TERMS OF THE APPLICABLE SERVICE PROVIDER.

9.4 YOU ACKNOWLEDGE THAT WE DO NOT MAKE ANY REPRESENTATION OR RECOMMENDATIONS WITH REGARD TO THE CONTENT OR COMPLIANCE OF THE SOLUTION, OR ANY OTHER PRODUCT OR SERVICE WE OFFER, WITH LAWS, RULES, REGULATIONS AND INDUSTRY STANDARDS (INCLUDING NENA STANDARDS AND DATA RETENTION REQUIREMENTS) WHICH APPLY TO YOUR INTENDED USE, SUCH AS RECEIVING AND PROCESSING EMERGENCY CALLS. YOU ARE RESPONSIBLE FOR MAKING YOUR OWN LEGAL DETERMINATION ON WHETHER YOU CAN USE THE SOLUTION AND ANY OTHER PRODUCTS AND SERVICES WE OFFER FOR YOUR INTENDED USE.

9.5 EXCEPT AS EXPRESSLY PROVIDED IN THIS AGREEMENT, WE PROVIDE THE SOLUTION (INCLUDING ANY INFORMATION AND DATA MADE AVAILABLE THROUGH THE SOLUTION OR ANY FEATURE), SUPPORT SERVICES AND DOCUMENTATION TO YOU ON AN "AS IS" BASIS, WITHOUT WARRANTIES OR REPRESENTATIONS OF ANY KIND. YOUR USE OF THE SOLUTION AND ANY INFORMATION OR DATA MADE AVAILABLE TO YOU IS AT YOUR DISCRETION. WE EXPRESSLY DISCLAIM ALL WARRANTIES, WHETHER STATUTORY, EXPRESS, IMPLIED OR OTHERWISE, INCLUDING WITHOUT LIMITATION WARRANTIES OF MERCHANTABILITY, NON- INFRINGEMENT, FITNESS FOR A PARTICULAR PURPOSE, OR ACCURACY. WE FURTHER DISCLAIM ANY WARRANTY THAT THE OPERATION OF THE PLATFORM OR ANY RELATED SERVICES WILL BE UNINTERRUPTED, ERROR-FREE, FAULT TOLERANT, FAIL SAFE, FREE OF HARMFUL COMPONENTS, OR THAT ANY CONTENT, INCLUDING YOUR DATA, WILL BE SECURE OR NOT OTHERWISE LOST OR DAMAGED.

10. Intellectual Property Rights; Our Indemnity; Customer Responsibilities

10.1 As between you and us, we or our licensors retain all rights, title and interest, including Intellectual Property Rights, in and to the Solution, Support Services, Professional Services and Documentation, including specifications, materials and user manuals provided by us. You agree not to copy, distribute, modify or make derivative works of the Solution and Documentation or any other components or content, or to use any of our Intellectual Property Rights in any way not expressly permitted by us.

10.2 Provided you comply with Section 10.3 below, we will defend you from any claims brought by a third party alleging your use of the Solution in accordance with this Agreement infringes their Intellectual Property Rights ("IP Claim"). We will indemnify you from any amount finally awarded against you by a court of competent jurisdiction or amount which is agreed upon in settlement as a result of the IP Claim. This indemnity will not apply to the extent the underlying allegation arises from: (i) your breach of this Agreement or your negligence, or use of the Solution outside the scope of this Agreement; (ii) combination or use of the Solution with third party equipment, hardware, materials, components or applications; or (iii) use of the Solution after you become aware of the IP Claim (unless we agree you can continue to use it). Our entire obligation and

liability in connection with any allegation that a person's intellectual property rights have been infringed are set forth in this Section 10.2.

10.3 To receive the benefit of Section 10.2, you shall (i) promptly notify us in writing of any IP Claim for which indemnity is claimed, provided that failure to so notify will not relieve us of our obligation except to the extent it is prejudiced by your delay in providing us with such notice, and (ii) allow us to solely control the investigation, defense and settlement of the IP Claim, (iii) provide us with reasonable cooperation and assistance in defending such claim (at our cost), and (iv) immediately cease use of the Software and Platform which is subject to the IP Claim.

10.4 You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Authorized Users'): (i) violation of any third party rights (including third party Intellectual Property Rights or privacy rights); (ii) use of the Solution and Documentation in breach of the terms of this Agreement; (iii) the operation and your combination or use of the Solution with Your Data and third party equipment, software, applications, materials and/or services; (iv) Your Data; and (v) breach of Section 4 (Your Obligations).

11. Limitation of Liability

11.1 See Section 7.3 of the Oakland County Purchasing Contract.

12. Term; Termination

12.1 The Subscription Term and start date are set forth on the Quote. The subscription shall automatically renew for additional 12 month periods (each a "**Renewal Term**") after the initial Subscription Term unless either party provides written notice of its desire to terminate to the other party at least 30 days prior to the expiration of the then applicable term, unless otherwise set forth in the Quote or unless the Agreement is terminated in accordance with the terms of this Section 12.

12.2 Either party may terminate an Quote or this Agreement immediately by giving written notice to the other party if: (i) the other party breaches a material provision of this Agreement and fails to remedy the breach (if capable of remedy) within thirty

(30) days after receipt of written notice; (ii) the other party breaches any of its confidentiality obligations; (iii) the other party is judged bankrupt or insolvent, makes a general assignment for the benefit of its creditors, a trustee or receiver is appointed for such party, or any petition by or on behalf of such party is filed under any bankruptcy or similar laws. Additionally, we may also terminate this Agreement if we reasonably believe you intend to undergo any of the foregoing or reasonably believe you are, or will be, unable to provide your services which require use of the Solution. Outstanding Quotes are automatically terminated upon termination of this Agreement.

12.3 Upon expiration of the Subscription Term or termination of the Quote, any outstanding fees shall become due and payable, and you will immediately cease use of the affected Solution. Furthermore, any Third Party Services which are passed through to you for use with the Solution will automatically terminate unless you contract directly with the third party providers for such services prior to the subscription expiration or termination, and we will have no further obligation to provide Third Party Services to you following expiration or termination of your subscription for any reason. In the event of termination of this Agreement, you will also return or destroy, at our option, all Confidential Information in your possession (and certify in writing you have done so). Sections 1.4, 6, 7, 9.2, 9.3, 9.4, 9.5, 10, 11, 12.3, 13.2 and 14 shall survive any expiration or termination of this Agreement.

13. Trial Services; Free of Charge Services

13.1 We may enable you to access and use a Carbyne feature, product or service (which may not be generally available) for use with the Solution for beta-testing or evaluation purposes, as specified in a Quote, and to provide feedback to us (which we may use freely) (each a "Trial Service"). We may also give you access to a generally available Carbyne feature, product or service for use with the Solution without additional fee for your internal use in accordance with this Agreement (each a "Free of Charge Service"). If

we do so, you may use the Trial Service and Free of Charge Service only for the permitted purpose.

13.2 Any use of a Trial Service or Free of Charge Service is at your own risk. Trial Services and Free of Charge Services are provided "AS IS" WITHOUT WARRANTY OF ANY KIND AND "AS AVAILABLE". The SLA and any security standards in this Agreement do not apply to Trial Services and Free of Charge Services. We may, at our discretion and without notice, change, limit or discontinue any Trial Services and Free of Charge Services, including your access and use. Our entire liability for all claims, damages and indemnities arising out of or related to your use of Trial Services and Free of Charge Services will not exceed in the aggregate USD $1,000.00 (or equivalent in local currency).

14. General

14.1 The Solution is a commercial product that was developed exclusively at private expense. If the Solution is acquired directly or indirectly for use by the U.S. Government, then the parties agree that the Solution is considered 'Commercial Items' and 'Commercial Computer Software' or 'Computer Software Documentation', as defined in 48 C.F.R. §2.101 and 48 C.F.R. §252.227-7014(a)(1) and (a)(5), as applicable. The Solution may only be used under the terms of this Agreement as required by 48 C.F.R. §12.212 and 48 C.F.R. §227.7202. The U.S. Government will only have the rights set forth in this Agreement, which supersedes any conflicting terms or conditions in any government order document, except for provisions which are contrary to applicable mandatory federal laws. Unless otherwise expressly required, we will not be required to obtain a security clearance or otherwise be involved in accessing U.S. Government classified information.

14.2 Neither party will be liable for events beyond its reasonable control or for delay or failure to perform any obligations under this Agreement (except with respect to any payment obligations) due to any cause beyond its reasonable control. The delayed party will promptly notify the other party of any such event.

14.3 All notices shall be in writing and given in person, by an overnight courier service which provides tracking information to evidence delivery, by registered mail, or by email with confirmation of receipt, addressed to the address or email, as applicable, set forth in this Agreement or to such other address or email as a party may designate to the other in accordance with the notice procedure. All notices delivered in person or by courier service are deemed to have been given upon delivery, notices sent by registered mail are deemed given three calendar days after posting, and notices sent by email are deemed given when received and opened as validated by the read receipt.

14.4 We may reference you as a customer or user of our products in our publicity or general marketing communications and activities.

14.5 This Agreement and the Oakland County Purchasing Contract executed by the Parties constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Agreement from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. If there is a conflict between this Agreement, Supplemental Terms and a Quote, the Quote, then the Supplemental Terms, will take precedence to the extent of such conflict and only with respect to the applicable Solution, Support Services and any Professional Services under such Quote and Supplemental Terms. If any part of this Agreement is declared invalid or unenforceable for any reason, such part shall be deemed modified to the extent necessary to make it valid and operative and in a manner most closely representing the intention of the parties. Any failure by a party to insist upon or enforce performance by the other of any of the provisions of this Agreement or to exercise any rights or remedies under this Agreement or otherwise by law will not be construed as a waiver or relinquishment of any right to assert or rely upon the

provision, right or remedy in that or any other instance.

14.6 You may transfer or assign your rights or obligations under this Agreement to a third party only with prior written consent from us. Any purported assignment contrary to this section shall be void. We may assign this Agreement to any of our Affiliates or to a successor entity in the event of a merger or acquisition without your prior written consent, and we will provide you with written notice of such assignment.

14.7 Some of our licensors and suppliers may be third-party beneficiaries under this Agreement.

14.8 If you provide any ideas or feedback regarding any products and services offered by Carbyne (including Free of Charge Services), such as suggestions for changes or enhancements and new product ideas, (collectively "Feedback"), you agree Feedback is not considered your Confidential Information, intellectual property or trade secret. You hereby assign any rights you may have in the Feedback to us, and accordingly we may use Feedback freely without restriction. In the event such assignment is not feasible or is deemed invalid for any reason, you grant us an irrevocable, sublicensable, perpetual, worldwide, royalty free right and license to use the Feedback freely.

14.9 This Agreement with Carbyne, Inc. is governed by the laws of the State of Michigan, without regard to its conflict of law principles, and the parties agree to submit to the exclusive jurisdiction of courts in Oakland County, Michigan.

Hardware Addendum

The parties agree to the terms of this Hardware Addendum ("Addendum") which are supplemental to the Carbyne Terms and Conditions ("Agreement") and govern any sale and use of third-party equipment and related services which you purchase through us. Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement unless otherwise expressly stated in this Addendum. In the event of a conflict between the Agreement and this Addendum, this Addendum will take precedence and apply to the extent of such conflict as it applies to your purchase of equipment and any related services.

1. Any orders for third-party equipment will be as mutually agreed upon in an Order, and payment terms are in accordance with the Agreement. In the event you purchase third party equipment through us, you acknowledge that we will purchase such equipment for you through our preferred vendor ("Vendor"), which will ship the equipment to you directly. Title and risk of loss to such equipment will pass to you upon delivery of such equipment to the site(s) you specify. In the event of any loss or damage to the equipment during transit, your sole remedy is redelivery of replacement equipment.
2. You acknowledge the use of the equipment is governed by terms and conditions provided by the manufacturer. Accordingly, you agree to such terms and conditions between you and the respective manufacturer, as applicable.
3. All third-party equipment is sold only with warranties provided by the Vendor or manufacturer. WE PROVIDE ANY THIRD-PARTY EQUIPMENT AND ANY RELATED DOCUMENTATION AND SERVICES "AS-IS" AND WE MAKE NO WARRANTY OF ANY KIND WITH RESPECT TO THE EQUIPMENT AND RELATED DOCUMENTATION AND SERVICES. WE EXPRESSLY DISCLAIM ANY AND ALL WARRANTIES, WHETHER STATUTORY, EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF NON-INFRINGEMENT, MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE.
4. Support and maintenance services for equipment may be offered to you by Vendor, as indicated on the Order. For the duration such support services are offered by Vendor under the Order, you may contact us for initial support inquiries, but we will redirect such inquiries to Vendor at our sole discretion and you and Vendor will work together to resolve any support and maintenance issues. You acknowledge we have no further support and maintenance obligations with respect to the equipment. You may also purchase additional support from the manufacturer, if available. You grant us and Vendor the right to monitor equipment such as switches and routers which facilitate and route calls you receive to enable us and Vendor to provide support services.
5. Notwithstanding anything to the contrary in the Agreement, we disclaim, and you release us from, any and all liability in connection with, relating to, or arising from your purchase and use of any third-party equipment (including any related documentation and services), whether such third-party equipment is purchased through us or otherwise. WITH RESPECT TO USE OF THE EQUIPMENT (INCLUDING RELATED DOCUMENTATION AND SERVICES), IN NO EVENT WILL WE BE LIABLE FOR DAMAGES OF ANY KIND, INCLUDING LOST PROFITS, LOSS OF USE, LOSS OF DATA (INCLUDING CLIENT DATA), COST OF PROCUREMENT OF SUBSTITUTE GOODS OR SERVICES, OR FOR DIRECT, SPECIAL, PUNITIVE, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES, HOWEVER CAUSED, WHETHER FOR BREACH OF CONTRACT, TORT (INCLUDING NEGLIGENCE AND STRICT LIABILITY), STATUTORY OR OTHERWISE, WHETHER OR NOT YOU HAVE BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

CITIZEN CONNECT TERMS OF USE ADDENDUM

This Citizen Connect Terms of Use Addendum ("**Addendum**") is subject to and made part of the Carbyne Terms and Conditions or, if applicable, a mutually agreed upon agreement which governs your use of the Solution ("**Agreement**"). Capitalized terms in this Addendum will have the same meaning as set forth in the Agreement, unless otherwise expressly specified in this Addendum. Additional definitions are set forth below.

We offer a feature in the Solution which is designed to enable automatic sharing of a caller's information, such as health information, with an Emergency Service Provider ("**ESP**") which uses the Solution when the caller makes an emergency call to the ESP (such feature referred to in this Addendum as the "**Service**" and such individual referred to in this Addendum as a "**Caller**"). If enabled, the Service will also provide an automated notification to emergency contacts designated by a Caller, and location and/or video shared by the Caller, when that Caller makes an emergency call to the ESP. This Addendum addresses the terms and conditions under which you may access and use the Service and make it available to individuals in your jurisdiction.

1. Use of the Service

1.1. Subject to the terms and conditions of this Addendum and payment of applicable fees for the Service and any related services, you will: (i) have the right to make the Service available to Callers such as by sharing a link or QR code for Callers to sign up; and (ii) use the Service in compliance with all applicable laws and regulations.

1.2. You will not offer the Service as a "surveillance" "security" "protection" and/or any other similar term that might imply that the Service is a private security service. Rather, you must explain to Callers when inviting them to sign up for the Service that the Service is a "notification software-based service" and not a security service.

1.3. You are responsible for ensuring that Callers who register for the Service are 18 years or older and any if information submitted by the Caller to the Service includes personal information of minors under the age of 18 such Caller has the legal authority and right to provide such information. We do not knowingly collect personal information from minors, and if we learn of any inadvertently obtained information in violation of these terms or applicable laws, we will promptly delete such information.

2. Orders and Fees

2.1. Orders for the Service, and any related services, are placed when you agree in writing to an order form or quote issued by us ("**Quote**"). All Quotes are subject to this Agreement. Unless otherwise set forth in the applicable Quote, delivery of the Service occurs when we make the Service available to you. You acknowledge you are responsible for all communications with the Caller including, but not limited to, informing the Caller of any changes to, or termination or expiration of the Caller's subscription to the Service.

2.2. You agree to pay the fees set forth on the applicable Quote in accordance with the payment term set forth in the Agreement. We may also invoice you for additional fees if you exceed the permitted use.

2.3. If you fail to pay any fees in accordance with the terms of this Addendum and the applicable Quote, in addition to any other rights and remedies available to us, we may suspend or limit your access to the Service until all outstanding fees have been paid.

3. Caller Data

3.1. In connection with access and use of the Service, a Caller who registers for the Service may submit personal information (such as name and contact information of the Caller and the Caller's emergency contacts) and other personal information such as health information through the Service itself. If enabled, the Caller may share location and/or video during the emergency call with you as the ESP and the Caller's emergency contacts. All such information, location and video are collectively referred to as, "**Caller Data**". You are responsible for obtaining all legally required express and written consents and rights that are necessary to collect, use, disclose, modify or store any personal data by any means, and which use includes accessing, handling, benefiting from, transferring or disposing of personal data ("**Process**" or "**Processing**") and Caller Data and to share Caller Data with us as necessary for us to provide the Service and any related services to you and your Callers. Without limiting the generality of the foregoing, you shall deliver to each Caller a privacy policy which complies with all requirements under applicable data protection and privacy laws ("Data Protection Laws") to carry out any Processing. You will ensure that neither Caller Data, nor Processing of Caller Data through the Service, nor our use of Caller Data to provide the Service or any related services, will infringe, misappropriate or violate a third party's rights of privacy or data protection, or result in the violation of any applicable law or regulation in this regard, which may include the Telephone Consumer Protection Act ("TCPA") and verifying phone numbers against the FCC's Reassigned Numbers Database. You are responsible for your compliance with any applicable laws, including the TCPA and data privacy and data retention laws. For more information about the Caller Data we obtain and how we use it, please see our Privacy Policy.

3.2. In order for us to legally Process Caller Data in the manner necessary to provide the Service, you must grant us certain rights with respect to Caller Data so that technical actions we take in operating the Service are not considered legal violations. For example, we need to be able to collect, process, transmit, store, copy and publish Caller Data in order to display it to you and to store, process and distribute Caller Data in order to provide the Service to you and the Caller. Accordingly, you appoint us as your processor and/or sub-processor as applicable in accordance with the Data Protection Laws to Process the Caller Data which you or your Callers share with us only for the purpose of providing the Service to you and your Callers, as provided under the applicable Privacy Notice delivered to the Callers and for no other purpose.

3.3. We have implemented and will maintain administrative, physical, and technical safeguards designed to prevent unauthorized access, use, modification, deletion and disclosure of Caller Data by our personnel. We will only share Caller Data in accordance with our Privacy Policy and only with our third-party sub-processors that contractually agree to our same or similar data protection practices. Also, you acknowledge and agree that you are the sole controller of the personal data of the Callers and are bound to the obligations applicable to controllers for adequate security, protection and backup of Caller Data in terms of the applicable Data Protection Law.

4. Disclaimers

4.1. **WE SHALL HAVE NO LIABILITY FOR ANY AND ALL CLAIMS, PENALTIES, DEMANDS, LOSSES, COSTS, EXPENSES, OBLIGATIONS, LIABILITIES AND DAMAGES OF WHATEVER NATURE AND KIND, ARISING FROM OR IN CONNECTION WITH: (I) ANY ACTS OR OMISSIONS, NEGLIGENCE, WILLFUL MISREPRESENTATION OR FRAUD BY YOU OR ANY OF YOUR END USERS, CALLERS, EMPLOYEES, AGENTS, OFFICERS OR DIRECTORS; (II) ANY BREACH OF YOUR**

REPRESENTATIONS, WARRANTIES AND UNDERTAKINGS; (III) ANY REPRESENTATIONS OR WARRANTIES OR AGREEMENTS ENTERED INTO BETWEEN YOU AND YOUR CALLERS; OR (IV) ANY THIRD PARTY CLAIM, INVESTIGATION OR PROCEEDING ARISING OUT OF OR RELATED TO YOUR OR YOUR CALLERS' USE OF THE SERVICE OR ANY SOFTWARE, PRODUCT OR SERVICE OFFERED BY CARBYNE IN CONNECTION WITH THE SERVICE.

4.2. **YOU ACKNOWLEDGE THAT THE SERVICE MAY NOT BE AVAILABLE IN ALL GEOGRAPHIES AT ALL TIMES AND NOT ALL ESPs HAVE ACCESS TO OR UTILIZE THE SERVICE. WE MAKE NO REPRESENTATION OR WARRANTY THAT THE SERVICE IS FULLY AVAILABLE OR USED AT ALL ESPs. YOU ACKNOWLEDGE THAT PROVISION OF THE SERVICE IS ONLY FOR YOUR AND YOUR CALLERS' BENEFIT, AND NOT FOR ANY OTHER THIRD PARTY, INCLUDING ANY ESP.**

5. **Your Responsibility.** You are responsible for any claims, suits or proceedings arising out of or relating to your (or your Callers'): (i) Caller Data; (ii) violation of any third party rights (including privacy rights); and (iii) your breach of the terms of this Addendum, including your breach of your obligations in Section 3 (Caller Data).
6. **Limitation of Liability.** This Addendum is subject to liability caps and limitations in the Agreement.
7. **Termination.** Upon expiration of the subscription term, termination of the Quote or termination of this Addendum, any outstanding fees shall become due and payable, and you will immediately cease use of the Service. Termination of the Agreement shall automatically terminate this Addendum. In addition to all sections under the Agreement which survive, Sections 4, 5, 6, 7 and 8 of this Addendum shall survive any expiration or termination of this Addendum.
8. **General.** The Agreement and this Addendum constitutes the entire agreement between you and us and supersedes any previous agreements or representations, either oral or written, including any additional or preprinted terms on purchase orders, with respect to the subject matter of this Agreement. All amendments will be made only in writing. We may update, amend or modify this Addendum from time to time as required to comply with applicable law or as required by our licensors or vendors with thirty (30) days prior written notice. Terms of the Agreement shall apply to this Addendum, except to the extent addressed in this Addendum. For purposes of this Addendum, "Solution" or "Platform" as used in the Agreement shall refer to the Services and "Your Data" shall refer to Caller Data. If there is a conflict between this Addendum and the Agreement, this Addendum will take precedence to the extent of such conflict only with respect to the Service.

Oakland County Contract_011794_Carbyne

Final Audit Report 2025-12-30

Created:	2025-12-30
By:	Christine Krywko (KRYWKOC@OAKGOV.COM)
Status:	Signed
Transaction ID:	CBJCHBCAABAA3ckCyCJSX0ustl2A6n5BGuHKkQJ79Xbd

"Oakland County Contract_011794_Carbyne" History

Document created by Christine Krywko (KRYWKOC@OAKGOV.COM)
2025-12-30 - 9:23:23 PM GMT- IP address: 108.77.34.68

Document emailed to legal@carbyne.com for signature
2025-12-30 - 9:24:12 PM GMT

Email viewed by legal@carbyne.com
2025-12-30 - 9:24:20 PM GMT- IP address: 66.249.88.44

Document signing delegated to johnr@carbyne.com by legal@carbyne.com
2025-12-30 - 9:43:12 PM GMT- IP address: 24.228.85.170

Document emailed to johnr@carbyne.com for signature
2025-12-30 - 9:43:13 PM GMT

Email viewed by johnr@carbyne.com
2025-12-30 - 9:47:20 PM GMT- IP address: 66.102.8.99

Signer johnr@carbyne.com entered name at signing as John Rucker
2025-12-30 - 9:47:48 PM GMT- IP address: 174.230.127.242

Document e-signed by John Rucker (johnr@carbyne.com)
Signature Date: 2025-12-30 - 9:47:53 PM GMT - Time Source: server- IP address: 174.230.127.242

Document emailed to davenportr@oakgov.com for signature
2025-12-30 - 9:47:57 PM GMT

Email viewed by davenportr@oakgov.com
2025-12-30 - 10:22:13 PM GMT- IP address: 3.89.91.116

Signer davenportr@oakgov.com entered name at signing as Rod Davenport
2025-12-30 - 10:23:07 PM GMT- IP address: 97.70.170.232

Document e-signed by Rod Davenport (davenportr@oakgov.com)

Signature Date: 2025-12-30 - 10:23:09 PM GMT - Time Source: server- IP address: 97.70.170.232

Document emailed to Aaron Wagner (wagneraf@oakgov.com) for signature

2025-12-30 - 10:23:15 PM GMT

Email viewed by Aaron Wagner (wagneraf@oakgov.com)

2025-12-30 - 10:23:49 PM GMT- IP address: 107.127.9.9

Document e-signed by Aaron Wagner (wagneraf@oakgov.com)

Signature Date: 2025-12-30 - 10:24:36 PM GMT - Time Source: server- IP address: 107.127.9.9

Agreement completed.

2025-12-30 - 10:24:36 PM GMT

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.4.i.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Mike Verstraete, Streets and Drains Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Parking Lot Improvements Professional Engineering Services

---

History

The City of Troy identifies 36 parking lots associated with municipal facilities based on location. Recently, each lot was surveyed and given a score based on its condition. Nine lots received a poor rating, 11 lots received a fair rating, and the remaining 6 lots received a good rating.

Most of the municipal parking lots in Troy are hot mix asphalt (HMA) and have a standard useful life of 15–20 years when originally installed. There are several different approaches to repairing HMA parking lots and these approaches range in costs and how long it extends the useful life before full replacement is necessary.

During the Fiscal Year 2027 Budget discussions there was a large emphasis placed on city infrastructure and the importance of investing in these assets. For this reason, City Staff proposed a significant increase in the Capital Fund to address four of the lowest scoring parking lots; Community Center lot, Police Department lot, Fire Station 3, and Fire Station 6.

To best determine the appropriate type of HMA repair for each location, City Administration is recommending the use of an engineering consultant to perform the analysis, make a recommendation of repair type, produce design and bid documents, and assist in the bidding process.

Purchasing

The current contract for engineering and design services with Hubbell, Roth, and Clark, Inc (HRC) was renewed by City Council on May 23, 2022 (Resolution #2022-05-071-J-4b). Under the current contract pricing, HRC proposes a fee for Professional Services for a total cost of $68,000 as detailed in the attached proposal.

Financial
A total of $1,755,000 was budgeted in the approved 2027 Fiscal Year Budget in the Capital Fund- Public Works Administration.

Recommendation
City Management recommends granting the authority to expend budgeted funds for Professional Engineering Services to Hubbell, Roth, and Clark, Inc (HRC) for Parking Lot Improvements for an estimated total cost of $68,000 as contained in the attached proposal; not to exceed budgetary limitations.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **AUTHORIZES** the expenditure of budgeted capital funds to Hubbell, Roth, and Clark, Inc (HRC) for Professional Engineering Services for Parking Lot Improvements for an estimated total cost of $68,000 as detailed in the attached proposal; a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations.

HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

May 18, 2026

City of Troy – Public Works Department
4693 Rochester Rd.
Troy, Michigan 48085

Attn: Mr. Kurt Bovensiep, Public Works Director

Re: 2026 Parking Lot Improvements
Professional Services Proposal

HRC Job No. 20260342

Dear Mr. Bovensiep:

Hubbell, Roth & Clark, Inc. (HRC) is pleased to submit this proposal for professional services to review and prepare contract documents to resurface the parking lots at the Police Department, Community Center and Fire Stations No 3 and 6. Our understanding of the project is based on our project discussions and site visit on May 1, 2026.

HRC will perform the following services that will include construction documents and bidding assistance. Our work effort for the project will include the following items:

Project Scoping

- Review each parking lot after a rain event to determine if there are any drainage issues. Should there be obvious drainage issues HRC will survey the locations to determine how mitigate the issues.
- Obtain pavement cores and subgrade samples to determine the proper replacement pavement.
- Meet with stakeholders for each parking lot to determine any performance issues with the parking lots.
- Provide design for the staircase at the Police Station Parking Lot. HRC will also review the elimination of the staircase if possible. It was discussed that stormwater management will not be provided for each parking lot.
- Provide Engineer's Opinion of Probable Construction Cost for the proposed work scope to determine budgetary requirements for project. The City currently has budgeted $1.7 million.
- Prepare plans and specs for bidding. Each parking lot will be bid as a separate division with the City having the right to award or not to award each division.
- Evaluate bids and recommendations for award

Schedule
The project will start immediately after authorization. We would anticipate bidding this fall with work to possibly start this year but a majority of the work be done during 2027.

Construction Engineering

- Provide inspection, testing, layout and contract administration

Anticipated engineering costs were developed in accordance with our Engineering Services Contract. HRC estimates the cost for design services to not exceed **$68,000**. Should the City award the project for construction, HRC will provide a proposal for construction engineering services. HRC will invoice the City on a monthly basis as the work proceeds in accordance with our Engineering Services Contract. We will not exceed the budget amount without prior written authorization. If you find this proposal to be acceptable, please acknowledge below and return an executed copy to me.

DRAFT

Thank you for the opportunity to continuing to serve the City of Troy. If you have any questions or require any additional information, please contact the undersigned.

Very truly yours,

HUBBELL, ROTH & CLARK, INC.

James F. Burton, P.E.
Vice President

pc: HRC; M. Slicker, W. West, C. Crist, File

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

J.5.

Agenda Item:

J.5. Appointment of SOCRRA Representative and Alternate SOCRRA Representative

ATTACHMENT(S):
Appointment of SOCRRA Representative and Alternate

SOCRRA
Community Partners in Recycling & Waste

Berkley • Beverly Hills • Birmingham • Clawson • Ferndale • Hazel Park • Huntington Woods • Lathrup Village • Oak Park • Pleasant Ridge • Royal Oak • Troy

June 2, 2026

Aileen Dickson
City Clerk
City of Troy
500 West Big Beaver Road
Troy, MI 48084

Subject: Appointment of Alternate

Dear Ms. Dickson:

Article VII of the Articles of Incorporation of SOCRRA provides that each municipality shall annually appoint a representative and an alternate to the Board of Trustees. This representative shall serve during the next fiscal year following their appointment and/or until their successor is appointed.

The present representative and alternate representative for the City of Troy are as follows:

Representative	Alternate
K. Bovensiep	A. Tebedo

It is requested that the City Commission, by resolution, appoint a representative and alternate representative to represent the City of Troy on the Board of Trustees of SOCRRA for the fiscal year beginning July 1, 2026.

Please forward a certified copy of this resolution to SOCRRA, 3910 W. Webster Road, Royal Oak, MI 48073-6764.

Thank you, and please let me know if you have any questions

Eric L. Griffin
General Manager

ELG/hm

SOCRRA • 3910 W. Webster Road • Royal Oak • Michigan • 48073 • Phone 248.288.5150 • Fax 248.435.0310 • Email socrra@socrra.org

www.socrra.org

Printed on Post Consumer Recycled Content Paper

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.6.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Kyle Vieth, Controller
Kurt Bovensiep, Public Works Director
Ashely Tebedo, Administrative Services Manager

Subject: SMART Municipal Credit and Community Credit 2027 Contract

---

History

Community Municipal Credits are funds collected by the Suburban Mobility Authority for Regional Transportation (SMART) through property taxes. A portion of these funds are divided among every city, township and village in Oakland, Wayne and Macomb Counties based on the specialized services it provides. The Troy RYDE program is eligible to receive this funding as it is operating in accordance with SMART's Community Partnership Program. The available funding to the City of Troy for Municipal Credit is $81,700 and $149,959 for Community Credit, which is a total increase of $3,942 from the previous year.

Financial

The Municipal Credit and Community Credit funding for 2027 through SMART allows the City of Troy to use an additional $231,659 toward the Troy RYDE service.

Recommendation

It is recommended that the City enter into a contract for the Municipal Credit and Community Credit with SMART for $81,700 and $149,959 respectfully. These funds are utilized for transportation service for senior citizens and persons with disabilities through the Troy RYDE service.

Legal Review

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

Suggested Resolution:

RESOLVED, That Troy City Council hereby **APPROVES** the agreement between the Suburban Mobility Authority for Regional Transportation (SMART) and the City of Troy for the Municipal Credit and Community Credit Agreement, which will be used for the Troy RYDE transportation service, and **AUTHORIZES** the Mayor and City Clerk to execute the necessary documents; a copy of this agreement shall be **ATTACHED** to the original Minutes of this meeting.

MUNICIPAL CREDIT and COMMUNITY CREDIT CONTRACT FOR FY2027

I, _____, as the _____ of **City of Troy** (hereinafter, the "Community") hereby apply to SMART and agree to the terms and conditions herein, for the receipt and expenditure of **Municipal Credits** available for the period July 1, 2026 through June 30, 2027 (Section 1 below), and **Community Credits** available for the period July 1, 2026 to June 30, 2027 (Section 2 below); and further agree that the **Municipal and Community Credits Master Agreement** between the parties is incorporated herein by reference. A description of the service the Community shall provide hereunder is set forth in **Exhibit A**, and the operating budget for that service is set forth in **Exhibit B**, both of which are attached hereto and incorporated herein.

1. The Community agrees to use **$81700** in **Municipal Credit** funds as follows:

(a) Transfer to _____ (TRANSFEREE COMMUNITY) — Funding of: $ _____

(b) Van/Bus Operations (Including Charter and Taxi services) — the cost of: $81,700

(c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) — At the cost of: $ _____

(d) Services Purchased from Subcontractor — At the cost of: $

_____ (NAME OF SUBCONTRACTOR) _____

(See attached Subcontractor Service Agreement)

Total $81700

SMART intends to provide Municipal Credit funds under this contract to the extent funds for the program are made available to it by the Michigan Legislature pursuant to Michigan Public Act 51 of 1951. Municipal Credit funds made available to SMART through legislative appropriation are based on the State's approved budget. In the event that revenue actually received is insufficient to support the Legislature's appropriation, it will result in an equivalent reduction in funding provided to the Community pursuant to this Contract. In such event, SMART reserves the right, without notice, to reduce the payment of Municipal Credit funds by the amount of any reduction by the legislature to SMART. All Municipal Credit funding must be spent by June 30, 2029; all funds not spent by that date will revert back to SMART pursuant to Michigan Public Act 51 of 1951, for expenditure consistent with Michigan law and SMART policy.

2. The Community agrees to use **$149959** in **Community Credit** funds available as follows:

(a) Transfer to _____ (TRANSFEREE COMMUNITY) — Funding of: $ _____

(b) Van/Bus Operations (Including Charter and Taxi services) — At the cost of: $149,959

(c) Services Purchased from SMART (Including Tickets, Shuttle Services/Dial-a-Ride) — At the cost of: $ _____

(d) Capital Purchases At the cost of: $ _____

(e) Services Purchased from Subcontractor At the cost of: $ _____

_____
(NAME OF SUBCONTRACTOR)
(See attached Subcontractor Service Agreement)

Total $149959

To the extent that this Contract calls for a payment of funds directly from SMART to a subcontractor, Community hereby acknowledges that it is the party entitled to receive such funds and is affirmatively authorizing and directing SMART to pay such funds directly to the subcontractor on its behalf. Capital purchases permitted with Community Credits are subject to applicable state and federal regulations, and SMART policy, including procurement guidelines. When advantageous, SMART may make procurements directly. Reimbursement for purchases made by Community requires submission of proper documentation to support the purchase (i.e. purchase orders, receiving reports, invoices, etc.). Community Credit dollars available in FY 2027, may be required to serve local employer transportation needs per the coordination requirements set forth in the aforementioned Master Agreement. All Community Credit funds must be spent by June 30, 2031; any funds not spent by that date may revert back to SMART for expenditure consistent with SMART policy.

The Parties acknowledge and agree that this Agreement may be executed by electronic signature, which shall be considered as an original signature for all purposes and shall have the same force and effect as an original signature. The Parties agree that the electronic signatures appearing on this Agreement are the same as handwritten signatures for the purposes of validity, enforceability and admissibility. Without limitation, "electronic signature" shall include faxed versions of an original signature or electronically scanned and transmitted versions (e.g., via pdf) of an original signature.

This Agreement shall be binding once signed by both parties.

SUBURBAN MOBILITY AUTHORITY FOR REGIONAL TRANSPORTATION	**CITY OF TROY**
_____	_____
Signature	Signature
_____	_____
Printed Name	Printed Name
_____	_____
Title	Title
_____	_____
Date	Date

EXHIBIT A

PROJECT DESCRIPTION

Overall Project Description (Provide a descriptive narrative): Troy R.Y.D.E. provides transportation services to seniors (60 years and older) and persons with disabilities who are residents of the City of Troy. Door to door transportation is available for eligible riders. Transportation to the following destinations include but are not limited to: doctor and other medical appointments, physical therapy, shopping, salon appointments, employment, and other locations deemed appropriate by the City of Troy.

This is a shared ride service and scheduling is arrange on a "first-come, first-served basis". Reservations are made through various means detailed by the City of Troy and must be made 24 hours prior to the requested pick up time. Rides are prioritized with medical trips the highest ranking and other requests granted accordingly.

Per special request, Troy R.Y.D.E. may be utilized for transporting the general public to specific community events. These requests are reviewed on a case by case basis.

Service Area (Provide geographic boundaries):
NORTH – Auburn Road including Barclay Circle;
SOUTH – 12 Mile Road
EAST – Mound Road;
WEST – Southfield Road, Adams Road.

Service Times (Provide days and hours of service):
Monday - Friday, 8am - 4pm

Eligible User Groups (Users eligible to use the service):
Residents of Troy who are seniors (60 years and older) and adults (18 and older) with disabilities.

Fare Structure: (Cost to use service)
There are no direct fare fees to riders.

Service Mode (Describe the amount and type of vehicles available, and whether they are wheelchair lift-equipped):
All vehicles are wheelchair lift equipped. There are six (6) 13-passenger buses and one (1) van.

EXHIBIT B

PROJECT OPERATING BUDGET

Municipality: City of Troy

Contract Period: July 1, 2026 through June 30, 2027

Account Number: 48249

OPERATING EXPENSES:		
Administrative Wages/Salary: *(All employees other than drivers and dispatchers)*		
(10% max. of MC & CC funds)	105,000	
Driver Wages	290,000	
Fringe Benefits	75,000	
Gasoline & Lubricants	85,000	
Vehicle Insurance		
Parts, Maintenance Supplies		
Mechanic Wages		
Fringe Benefits		
Dispatch Wages	25,000	
Other (vehicle/building rent)	60,000	
Other (computer rent, ipads, data)	30,000	
Other (operating supplies)	12,000	
Sub-Total (Operating Expenses)		682,000
PURCHASED SERVICE:		
Taxi Service		
Charter Service		
SMART Bus Tickets		
SMART Shuttle Service		
SMART Dial-A-Ride		
Other (Specify) _____		
Sub-Total (Purchased Service)		
CAPITAL EQUIPMENT:		
(Only list purchases to be made with Community Credits)		
Computer Equipment		
Software		
Vehicle		
Maintenance Equipment		
Other (Specify)		
Sub-Total (Capital Equipment)		
TOTAL EXPENSES Operating Expenses, Purchased Service, and Capital Equipment:		682,000

EXHIBIT B, continued (Page 2)

REVENUES:

Municipal Credit Funds	**81700**
Community Credit Funds	**149959**
Specialized Services Funds	30000
General Funds	420,341
Farebox Revenue	
In-Kind Service	
Special Fares (Contracted Service)	
Other (Specify)	

TOTAL REVENUE: 682,000

(Note: *TOTAL EXPENSES* must equal *TOTAL REVENUE*)

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Agency/Community Information			
Program Type: Community Partnership Program (CPP) ☒ Specialized Service ☐ New Freedom ☐ JARC ☐ 5310 ☐			
Name of Agency/Community:	City of Troy		
Address:	500 W. Big Beaver		
City: Troy	State: MI	Zip: 48084	

Agency/Community Data	
1) Has your agency/community completed in excess of $1,000,000 in DOT federally-funded contracts from SMART in the past year?	Yes ☐ No ☒
2) Does your agency/community employ over fifty (50) transit related employees?	Yes ☐ No ☒

If the answers to the previous two questions were both "Yes", Please forward your agency's/community's Affirmative Action plan to the address below:

Buhl Building
535 Griswold Street, Suite 600
Detroit, MI 48226

Attn: EEO Coordinator

Have all subcontractors been informed of their responsibility to file an EEO Compliance Report A form? Yes☐No☐N/A ☒

Drug and Alcohol Testing Program Requirements			
Does your agency/community have a DOT Drug and Alcohol testing program for Safety-sensitive employees? (Vehicle operators, dispatchers, mechanics and armed security)			Yes ☒ No ☐
Name of drug and alcohol testing manager?	Jennifer Lee	Title:	Deputy HR Director
Phone Number: 248.524.3340	Ext:	Email:	Jennifer.Lee@troymi.gov

Please Proceed to Employment Data Section on Back

Suburban Mobility Authority for Regional Transportation

EEO COMPLIANCE REPORT A

COMMUNITY PARTNERSHIP FORM

Employment Data

Report **ONLY** employees directly involved in the operation of your non-emergency transportation program. Including permanent, temporary, or part-time employees. Enter the appropriate figures in the spaces below relating to each employee's race and gender.

Job Classification	Total				Race													
						Minority												
					White		African American		Hispanic		Asian		Pacific Islander		American Indian		Multi Race	
	Employees	Male	Female	Minority	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female	Male	Female
Officials/Managers	1		1			1												
Professionals																		
Technicians																		
Office and Clerical Staff	2		2			2												
Craftsmen (Skilled)																		
Operators (Semi-Skilled)																		
Laborers (Unskilled)	10	10			5		4										1	
Service Workers																		
Journey Workers																		
Apprentices																		
Total																		

Certification

How was this information obtained? Visual Survey: Yes ☒ No ☐ Employment Records: Yes ☐ No ☒

Name of Authorizing Official (Print): Ashely Tebedo Title: Administrative Services Manager

Signature: Ashely Tebedo Date:

Contact person for report: Ashely Tebedo Title: Administrative Services Manager

Telephone: 248.524.1754 Ext: Email: Ashely.Tebedo@troymi.gov

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.7.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Jeanette Menig, Human Resources Director
Jennifer Sloan, Deputy Human Resources Director

Subject: Classified and Exempt Classification and Pay Plans

History

The majority of the City's full-time employees are represented by one of six collective bargaining units; the remainder, approximately 170, are non-represented. These full-time non-union employees are subject to the personnel policies and procedures provided by Chapter 11 of the City Code.

Chapter 11 of the City Code establishes a civil service system that divides all officers and positions of the City into the "Classified" service and the "Exempt" service. "Classified" positions are full-time non-union positions subject to minimum wage and overtime pay provided by the Fair Labor Standards Act (FLSA). "Exempt" positions are full-time non-union positions exempt from minimum wage and overtime pay provided by the FLSA.

The Personnel Board is also established by Chapter 11; the board advises the City Manager on matters of personnel and represents the public interest regarding Classified personnel. As such, the Personnel Board reviewed and approved the new plan for Classified positions on June 1, 2026 and recommended that the City Council adopt the plan. That plan, the classification plan for Exempt positions, and the associated pay plan are now submitted for adoption by resolution of the City Council.

Additionally, Chapter 11 of the City Code provides that the City Manager or designee shall prepare a pay plan which may be amended from time to time as required.

Classification Plans

Changes indicated on the attached Classified Classification Plan and Exempt Classification Plan reflect job titles that were added, removed or modified throughout the year. We continue to use the job analysis tools from the 2018 consultant-led comprehensive evaluation of classifications and pay grades to determine internal equity by reviewing each new or modified position and assigning it to one of the 12 established pay grades.

Six classifications were added to the classification plans this year in order to gain job specialty in their respective departments and two classifications were removed because they were obsolete.

Pay Plans
We reviewed the current (2025) Pay Plan considering the Inflation Rate Multiplier (IRM) determined annually by the State of Michigan, minimum wage changes, and staffing trends. The attached recommended Pay Plan reflects an increase of 2% to the grade minimums and 4% to the maximums, based on our analysis, to allow for competitive wage ranges.

Financial
There are minimal direct costs associated with the updated pay plan. Only three employees require salary adjustments to bring them up to the recommended new pay range minimum, resulting in a total annual cost less than $3,000.

Recommendation
City Management recommends approval of the Classified and Exempt Classification Plans and Classified and Exempt Pay Plan.

Suggested Resolution:
WHEREAS, The Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees were last revised July 2025; and,

WHEREAS, The City has added, removed, and updated Exempt and Classified positions since the last revision; and,

WHEREAS, The Personnel Board has reviewed and approved the revised Classification Plan for Classified employees;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the July 1, 2026 Classification Plan for Classified Employees, Classification Plan for Exempt Employees and the Pay Plan for Classified and Exempt Employees, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

Classification Plan - Classified Positions

Effective July 1, ~~2025~~ **2026**

Pay Grade 1

Administrative Aide
Appraiser Technician
Building Maintenance Technician
Employed Police Recruit
Inventory Control Assistant
Library Aide I
Lifeguard
Marketing Associate
Transportation Driver

Pay Grade 2

Accounts Payable Specialist
Accounts Receivable Specialist
Administrative Assistant
Assistant Pool Manager
~~Commercial Project Collaborator~~
Human Resources Coordinator
Legal Secretary
Library Aide II
Recreation Coordinator
Senior Permit Technician

Pay Grade 3

Accountant I
Building Maintenance Specialist I
Cross Connection Inspector
Election Specialist
Engineering Assistant
Legal Administrative Coordinator
Legal Assistant I
Librarian I
Michigan Building Code Plans Review Coord
PC Specialist

Pay Grade 4

Building Maintenance Specialist II
Housing and Zoning Inspector I
Housing and Zoning Inspector II
Legal Assistant II
Office Manager
Staffing and Support Specialist
Support Specialist

Pay Grade 5

Accountant II
Appraiser
Assistant Inspector Supervisor
Building Inspector/Plans Examiner
Construction Supervisor
Field Supervisor
GIS Analyst
Payroll Specialist
Police IT Security Specialist
Retirement Specialist
Senior PC Specialist

Pay Grade 6

Cross Connection Supervisor
Division Supervisor
Inspector (Electrical, Mechanical or Plumbing)

Pay Grade 7

Inspector Supervisor
Inspector (Building & Plumbing)

Personnel Board Approved: 06/01/2026
City Council Approved: _____

Classification Plan - Exempt Positions

Effective July 1, ~~2025~~**2026**

Pay Grade 3
Associate Buyer
Management Analyst
Planner I
Pool Manager
Transportation Coordinator

Pay Grade 4
Buyer
Librarian II
Marketing Coordinator
Planner II

Pay Grade 5
Budget Analyst
Human Resources Specialist
Recreation Supervisor
Survey Supervisor

Pay Grade 6
Application Specialist
Circulation Supervisor
Civil Engineer
Computer Support Leader
Deputy Building Inspector
~~Deputy City Clerk~~
Land Surveyor
Project Manager
Senior Management Analyst
Technical Services Supervisor

Pay Grade 7
Administrative Services Manager
Assistant City Attorney I
Chief Building Inspector
Commercial Plans Examiner
~~Community Affairs Director~~
Economic Development Manager
Financial Application System Administrator
Librarian III
Planner III
Police Records Supervisor
Software Database Engineer
Zoning & Compliance Specialist

Pay Grade 8
Deputy City Clerk
Deputy Human Resources Director
Facilities & Grounds Operations Manager
Financial Compliance Manager
Fleet Operations Manager
GIS Administrator
Network Administrator
Police Information Technology Manager
Senior Accountant
Senior Civil Engineer
Senior Right of Way Representative
Streets & Drains Operations Manager
Water & Sewer Operations Manager

Pay Grade 9
Assistant City Attorney II
Assistant City Manager
Assistant Library Director
Assistant Recreation Director
City Treasurer
Communication Director
Deputy City Assessor
Deputy City Engineer
Deputy Public Works Director
Purchasing Manager

Pay Grade 10
Building Official
City Clerk
Controller
Human Resources Director
Recreation Director

Pay Grade 11
City Assessor
City Engineer
Community Development Director
Library Director
Public Works Director

Pay Grade 12
Chief Financial Officer
Deputy City Manager
Fire Chief
Information Technology Director
Police Chief

Pay Plan - Classified and Exempt Positions

Pay Plan - Effective July 1, 2026

Grade	Minimum	Maximum
1	$49,795	$73,512
2	$54,777	$80,861
3	$60,251	$88,949
4	$66,277	$97,845
5	$68,469	$101,079
6	$73,603	$108,658
7	$79,122	$116,809
8	$85,059	$125,571
9	$96,481	$142,430
10	$106,126	$156,673
11	$116,739	$172,338
12	$128,413	$189,573

City Council Approved:

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.8.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Melissa Roberts, Senior Management Analyst

Subject: 2026/2027 Annual Fee Schedule

History

The Annual Fee Schedule is a list of the charges-for-service collected by the City of Troy. This Fee Schedule is designed to be a resource for staff and residents. Each year, staff reviews and updates the Fee Schedule and presents it to the City Council for adoption.

A summary of substantive changes are as follows, and the proposed document is attached.

City Clerk:
Certified copy of ordinance or resolution (not for City business) added for $10

Building Department:
Certificate of Occupancy

- Certificate of Occupancy decreased to $175 per address/unit
- Temporary Certificate of Occupancy increased to $250

Demolition Permits Fee

- Sheds, Garages & Barns redefined as "Accessory Structures"

Accessory Structures Category Added

- Accessory Structures charges equal Plan Review + Building Permit
- Added Sheds under 200 sq ft – Residential Zoning Compliance Fee of $100

Contractor Registrations

- Mechanical decreased to $15
- Plumbing decreased to $15
- Added Electrical $15

- Added Building $35

Other Charges for Service

- Clarifying language - Additional Inspections (after three) $90/each
- Special Inspections increased to $125
- New Offering:
    - Same Day Inspection – If Available $150
    - Request required 48 hours in advance for Monday – Saturday
    - Request required 72 hours in advance for Sunday
    - Addresses for Single Houses $125 per address
    - Addresses for a Duplex $125 per address plus $65/unit
    - Addresses for a Multifamily $125 per address plus $65/unit
    - Addresses for Commercial Buildings $180 for first address plus $65/unit
    - After Hours Inspections – If Available
    - Monday – Friday 4:00 pm – 9:00 pm $300
    - Saturday 6:00 am – 9:00 pm $450
    - Sunday 6:00 am – 9:00 pm (w/special work permit) $600

Street and Tree Fees (separate fees)

- Zoning District R-1A TREE: $800 STREET: $126
- Zoning District R-1B TREE: $700 STREET: $105
- Zoning District R-1C TREE: $600 STREET: $89
- Zoning District R-1D TREE: $500 STREET: $79
- Zoning District R-1E TREE: $400 STREET: $63

General Electrical Permit Changes

- Clarification - Cancellation of Permit 75% of permit fee when valued ≤$100 and 50% of permit fee when valued ≥$100, expired permits are non-refundable, if inspection is performed the fee is non-refundable
- New service - Same Day Inspection – If Available $150

General Mechanical Permit Changes

- Clarification - Cancellation of Permit 75% of permit fee when valued ≤$100 and 50% of permit fee when valued ≥$100, expired permits are non-refundable, if inspection is performed the fee is non-refundable
- New service - Same Day Inspection – If Available $150
- Clarification - Water Heater – Replacement $75 and Water Heater – New Construction $20
- Rate changed - VAV's or FPB's $45/unit

General Plumbing Permit Changes

- Clarification - Cancellation of Permit 75% of permit fee when valued ≤$100 and 50% of

permit fee when valued ≥$100, expired permits are non-refundable, if inspection is performed the fee is non-refundable
- New service offer - Same Day Inspection – If Available $150
- Work Without a Permit Fee $125
- Water Heater – New Construction $20
- Water Heater – Replacement $75
- Combine Laundry Box/Stand/Pipe $20
- Add Sewage Pump $20
- Add Cut and Cap Demolition $75 each

Planning:

- Language added - Escrow fees pay for third-party review of applications. Applicant is required to maintain sufficient Escrow to cover all necessary third-party reviews
- Added - Zoning Compliance Review Fee $100 (under building)

Code Enforcement:

- Animal Control Appeals Board Application reduced to $375
- Increased Painted Wall Sign to $115
- Added Ground Sign not Requiring Structural Review $115

Public Safety:

- Language clean up and clarification
- Removed fees that are no longer applicable
- Increased Towing Processing Fee $50

Fire Department:

- Added line for "Sprinkler System 51-100 Heads" that had been inadvertently removed

Parks & Recreation:

- Decrease for Conference Room 403, 404 to $35
- The Great Hall added to Shelter Rental for $750 Resident and $1000 Non-Resident
- Cricket Field Rental Rates added $300/day M-F for Resident and $500/day Sat-Sun for Resident
- Cricket Field Rental Rates added $350/day M-F for Non-Resident and $550/day Sat-Sun for Non-Resident
- Rink Fees added Skate Rental $3/day Resident and $5/day Non-Resident

Library:

- $1 Processing fee added to Lost or Damaged Materials Fee

Economic Development:

- Escrow Fee added of $5,000 for third-party review

Recommendation

City Staff recommends that the proposed Annual City of Troy Fee Schedule for the Fiscal Year 2026/27 be approved and adopted.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **APPROVES** the proposed Annual City of Troy Fee Schedule for the 2026/27 Fiscal Year, as recommended by City Administration; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.



CITY OF TROY FEE SCHEDULE

FISCAL YEAR 2026-27

Mayor: Ethan Baker
Mayor Pro-Tem: Hirak Chanda
City Council Member: Theresa Brooks
City Council Member: Rebecca Chamberlain-Creanga
City Council Member: Mark Gunn
City Council Member: David Hamilton
City Council Member: Annalisa Bluhm
City Manager: Frank Nastasi

TABLE

OF CONTENTS

City Clerk Charges for Service..... 3

Building Department Charges for Service..... 8

- Electrical Permit..... 12
- Mechanical Permit..... 16
- Plumbing Permit..... 19

Planning Department Charges for Service..... 22

Engineering Charges for Service..... 26

Code Enforcement Charges for Service..... 30

Public Safety Charges for Service..... 32

Fire Department Charges for Service..... 34

Assessing Charges for Service..... 38

Treasury Department Charges for Service..... 39

Parks & Recreation Charges for Service..... 40

Library Charges for Service..... 44

Economic Development..... 45

City Clerk Charges for Services and Permit Fees

ADULT BUSINESS LICENSE FEE	
Application Fee	$500
Investigation Fee *Note: For up to & including 4 persons, an additional $100 per person thereafter.	$500
Annual License Renewal	$500

CEMETERY FEE	
Burial Space	$525
Perpetual Care	$200

COPY FEES	
First Copy	$1
Additional Copies	$0.50 each
Budget	$30
Comprehensive Annual Financial Report	$25
City Charter	$10
City Code	$50
Zoning Ordinance	$20
Certified Copy of Ordinance or Resolution (Not for City Business)	$10

PUBLIC DANCE HALL PERMIT	
Annual Fee	$100
Special Dance – Each Permit	$50

FOIA REQUESTED DOCUMENTS	
Per Printed Page (Hourly Rate for Labor)	$0-0.02 (Varies)

FILM PRODUCTION PERMIT	
Application Fee	$100
Public Property Use Fee (Per Day)	$100
Fire Inspection Fee (Per Inspection) Hazardous Material/Pyrotechnical Fee*	$100
Extension of Permit	$100
*Cost Deposit for special conditions and use of City personnel *Cash bond required *Additional fees and costs to be determined after applying and/or as required if production activities change	

MASSAGE FACILITY LICENSE	
Application/Investigation Fee for Each Facility	$700
Annual License Renewal Fee for Each Facility	$700

MASSAGE THERAPIST REGISTRATION	
Registration Fee	$10
Annual Renewal Fee	$10

PRECIOUS METALS, GEMS & ITEMS	
Dealer Fee: Per Establishment	$50

MEDICAL MARIHUANA GROW OPERATION	
Application and License Fee	$1,500
Annual License Renewal Fee	$1,500

MOTORCYCLE & MOTOR DRIVEN RENTAL AGENCY PER LOCATION	
Annual Fee	$100
Plus, Each Motorcycle/Motor Driven Cycle Annual Fee	$100

NOTARY SERVICE	
Required as Part of Official City Business	No Charge
Subsequent Notary Act/s (Per Notary Act)	$10

NOTARY SERVICE – TROY RESIDENT OR PROPERTY OWNER	
First Notary Act	No Charge
Subsequent Notary Act/s (Per Notary Act)	$10

PEDDLERS PERMIT	
Application and License Fee	$24
License Fee per Month	$40
Annual License Renewal Fee	$100

SMOKING LOUNGE PERMIT	
Annual Permit Fee	$100
Annual Renewal Fee	$100

SPECIAL EVENT PERMIT	
Event	$25
Temporary Street Closing	$25

TEMPORARY MERCHANT BUSINESSES	
Christmas Tree Sales – Per Application	$100
Sidewalk Sales – Per Application	$100
Sidewalk Sales – Per Extension	$50
Bond Requirements	$500

BIRTH CERTIFICATES	
1st Copy	Oakland County Fee Structure
Each Additional Copy	Oakland County Fee Structure

DEATH CERTIFICATES	
1st Copy	Oakland County Fee Structure
Each Additional Copy	Oakland County Fee Structure

VOTER INFORMATION	
Each Transfer	$5 each
Electronic Absent Voter Daily Request (Each Transfer)	$0.50 each

WEDDING AT THE GAZEBO & MARRIAGE CEREMONY PERFORMED BY THE MAYOR	
Resident	$50
Non-Resident	$75
Marriage Ceremony Performed by the Mayor	$25

General Building Department Charges for Services

BUILDING PERMIT	
Under $1,000	$90 plus Plan Review Fee
$1,000 to $10,000	$115 for the permit plus $10 for each additional $1,000 plus Plan Review Fee
$10,001 to $1,000,000	$215 plus $10 each additional $1,000 plus Plan Review Fee
$1,000,001 +	$10,115 plus $7.00 each additional $1,000 plus Plan Review Fee
Zoning Compliance Review Fee*	$100

*Applicable to construction projects not requiring a Building Permit.

PLAN REVIEW – COMMERCIAL	
Valued under $70,000	$100 Plan Review for 1st hour. $90 for additional hours and $50 on all projects with a construction value under $5,000
Valued $70,001 to $7,500,000	$100 Plan Review for 1st hour. $90 for additional hours and 0.75% construction valuation over $70,000
Valued $7,500,001 +	$75,000
Deferred Submittal Processing Fee	1.5x the standard rate of $100 for 1st hour and $90 for additional hours

PLAN REVIEW – RESIDENTIAL	
Construction valued at and under $5,000	$100
Construction valued $5,001 to $50,000	$200
Construction valued $50,001 to $150,000	1% of construction valuation
Construction valued $150,001 +	0.75% of construction valuation
Master Plan Review (Under 3,500 sq ft)	$700*

*Subsequent master plan reviews that are duplicate or mirrored of plans previously reviewed: $525

CERTIFICATE OF OCCUPANCY	
Certificate of Occupancy	$175 per address/unit
Temporary Certificate of Occupancy	$250
Extension Temporary Certificate of Occupancy	$150

DEMOLITION PERMIT FEES	
Industrial & Commercial	$2,000 from 1 sq foot to & additional $500 @ sq ft increments
Residential Dwellings	$500 includes three inspections
Accessory Structures	$150 includes one inspection

FENCE PERMIT FEES	
Up to 300 Linear Feet of Fence	$150 includes one inspection
Over 300 Linear Feet of Fence	$200 includes one inspection

ACCESSORY STRUCTURES	
Accessory Structures	Plan Review & Building Permit
Sheds under 200 sq ft	$100 Residential Zoning Compliance Fee

CONSULTANT FEE	
Consultant Fee	$200 per hour

GRADE AND DRAINAGE FEES	
Residential	$150
All Other Development and Site Plan Review	$250 first acre, $50 each additional acre

CONTRACTOR REGISTRATIONS	
Mechanical	$15
Plumbing	$15
Electrical	$15
Building	$35

OTHER CHARGES FOR SERVICE	
Additional Inspections (after 3)	$90 each
Special Inspections	$125
Disapproved, etc. (after 3 inspections)	$90
Lock Outs/Not Ready – Automatic Reinspection	$90
Parking Lot Barrier Free Inspections	$150
Parking Lot Barrier Free Re-inspections	$150
Expired Permits – Reinstatement Fees	Original permit value ≤ $149 - FEE $75 Original permit value > $149 - FEE $150
Same Day Inspections – If Available	$150
After Hours Inspections: Monday thru Friday 4 pm to 9 pm (If Available) - Request required 48 hours in advance	$300
After Hours Inspections: Saturday 6 am to 9 pm (If Available) - Request required 48 hours in advance	$450
After Hours Inspections: Sunday 6 am to 9 pm (If Available and with special work permit) - Request required 72 hours in advance	$600
Work Without a Permit Fee	$125
Scanning and Printing Recovery Fee	$2.00 Small Printer $5.00 Large Printer
Stop Work Order & Do Not Occupy Enforcement Administrative Fee	$125
Addresses for Single Houses	$125 per address

Addresses for a Duplex	$125 per address plus $65/unit
Addresses for a Multifamily	$125 per address plus $65/unit
Addresses for Commercial	$180 for first address plus $65/unit
FOIA	Fee administered by City Clerk's Office
Cancellation of Permit	75% return on cancelled permits ≤ $100 50% on all permits > $100 Expired permits are non-refundable If inspection is performed the fee is non-refundable
Building Department Sign Permit	$90 plus Plan Review Fee
Building Department Sign Plan Review	$100 Plan Review Fee
Building Department Sign Inspection(s)	$90 for each specialty

STREET AND TREE FEES	
Zoning District R-1A	Tree: $800 Street: $126
Zoning District R-1B	Tree: $700 Street: $105
Zoning District R-1C	Tree: $600 Street: $89
Zoning District R-1D	Tree: $500 Street: $79
Zoning District R-1E	Tree: $400 Street $63

Electrical Permit Fees

GENERAL ELECTRICAL PERMIT CHARGES	
Minimum Permit Fee	$75
Cancellation of Permit	75% return on cancelled permits ≤ $100 50% on all permits > $100 Expired permits are non-refundable If inspection is performed fee is non-refundable
Special Inspection	$125
Work Without a Permit Fee	$125
Same Day Inspection – If Available	$150

SERVICE	
Up to 100 Amps	$32
Up to 150 Amps	$36
Up to 200 Amps	$40
Up to 400 Amps	$52
Up to 800 Amps	$66
Up to 1,500 Amps	$80
Up to 2,500 Amps	$90
Over 2,500 Amps	$110
Meter Change Fee	$90

LIGHTING FIXTURES	
Up to 10 Fixtures	$20
11 to 20 Fixtures	$32

21 to 30 Fixtures	$40
31 to 40 Fixtures	$46
41 to 50 Fixtures	$56
51 to 60 Fixtures	$64
61 to 70 Fixtures	$72
71 to 80 Fixtures	$80
81 to 90 Fixtures	$88
91 to 100 Fixtures	$96
Over 100 Fixtures	$102

CIRCUITS – 100 • VOLT	
First Circuit	$30
Additional Circuits	$8

CIRCUITS – 200 • VOLT	
First Circuit	$30
Additional Circuits	$10

SIGN CONNECTIONS – ILLUMINATION	
1st Sign	$30
Each Additional Sign	$14
Outline Tubing (Neon) 1st 50 Ft of Tubing	$30
Each Additional 50 ft of Tubing	$14

POWER PLUGS AND MOTORS	
First Power Plug Outlet	$30
Each Additional Power Plug Outlet	$14

MOTORS – BASED ON HP KWS KVA	
¼ HP to 10 HP (0-15 KVA/KW)	$28
Over 10 HP to 30 HP (16 to 45 KVA/KW)	$32
Over 30 HP to 50 HP (46 to 75 KVA/KW)	$52
Over 50 HP to 100 HP (76 to 150 KVA/KW)	$64
Over 100 HP (Over 150 KVA/KW)	$80
Each Additional KVA/KW Transformer	$20

FURNACES/SPACE HEATERS	
First Unit	$20
Each Additional Unit	$12
Humidifiers	$16
Electrical Air Cleaners	$16

ELECTRICAL SPACE HEATING	
500 to 3,000 Watts	$28
Additional 3,000 Watts	$14

FEEDERS, BUS DUCTS	
Up to 100 Feet	$28
Over 100 Feet up to 200 Feet	$42
Each Additional 50 Feet over 200 Feet	$8
Special or Periodic Inspection – including tent shows, temporary lighting displays, conventions, alteration to existing electrical	$60
Mobile Home Installation	$50

FIRE ALARM SYSTEMS	
Minimum Permit	$90
1st Drill & Pull Station	$20
Each Additional Drill & Pull Station	$4
1st Fire Alarm Signal Device	$16
Each Additional Signal Device	$4
Master Panel	$28

Mechanical Permit Fees

GENERAL MECHANICAL PERMIT CHARGES	
Minimum Permit Fee	$75
Cancellation of Permit	75% of permit fee when valued ≤ $100 50% of permit fee when valued > $100 Expired permits are non-refundable If inspection is performed fee is non-refundable
Special Inspection	$125
Work Without a Permit Fee	$125
Same Day Inspection – If Available	$150

GAS BURNERS	
0 – 75,000 BTU	$98 each unit
75,001 to 150,000 BTU	$123 each unit
150,001 to 400,000 BTU	$144 each unit
400,001 to 2,500,000 BTU	$165 each unit
2,500,001 BTU & Over	$180 each unit

OIL BURNERS	
.1 TO .65 Gal per Hour	$50 each unit
.66 to 1.50 Gal per Hour	$60 each unit
1.51 to 5.00 and Over Gal per Hour	$153 each unit
5.01 Gal per Hour and Over	$180 each unit

REFRIGERATION – COOLING SYSTEMS – A/C UNITS	
Under 2 HP (self-contained)	$74 each unit
2 HP to 10 HP (self-contained)	$96 each unit
Over 10 HP (self-contained)	$144 each unit
Over 50 HP (self-contained)	$286 each unit
Up to 10 HP (remote)	$99 each unit
Over 10 HP – 50 HP (remote)	$169 each unit
Over 50 HP – 100 HP (remote)	$286 each unit

STORAGE TANKS – FLAMMABLE LIQUID	
0 to 250 Gallons	$40
251 to 550 Gallons	$50
551 to 2,000 Gallons	$60
2,001 to 10,000 Gallons	$70
10,001 to 50,000 Gallons	$80
Over 50,000 Gallons	$100
Oil & Gas Piping	$40 per tank
Multiple Installations	50% of the listed fee
Removal of Tanks	$90 per tank

OTHER MECHANICAL PERMIT CHARGES	
Pre-Fab Fireplaces	$75
Wood Burning Stoves	$75

Chimney Liner	$40
Fire Damper/Fire & Smoke Damper/CRD	First 10, $75 – over 10, $40 each
Special Inspection, Pressurization, Preliminary, Ansul Inspection	$90
Humidifier	$40
Duct Smoke Detector	$35
Bath, Kitchen Fan & Dryer Vents	$40 each
Water Heater – Replacement	$75
Water Heater – New Construction	$20

EXHAUST SYSTEMS	
Exhaust System	$175
Duct Work/Alterations	$134
VAV's or FPB's	$45/unit
Hydronic Piping System	$134
Process Piping	$134
Solar Heating Attic Inspection	$90 per panel

GAS LINE	
Gas System/Gas Line (pressure test & final required)	$150

Plumbing Permit Fees

GENERAL PLUMBING PERMIT CHARGES	
Minimum Permit Fee	$75
Cancellation of Permit	75% of permit fee when valued ≤ $100 50% of permit fee when valued > $100 Expired permits are non-refundable If inspection is performed fee is non-refundable
Special Inspection	$125
Work Without a Permit Fee	$125
Same Day Inspection – If Available	$150
Work Without a Permit Fee	$125
Stacks/Conductors	$20
Sink	$20
Bathtub	$20
Water Closet	$20
Water Heater – New Construction	$20
Water Heater – Replacement	$75
Laundry Box/Stand/Pipe	$20
Floor Drain, Water Receptor, Hub Drain	$20
Drinking Fountain	$20
Grease Interceptor	$20
Urinal	$20
Shower	$20
Dishwashing Machine	$20
Humidifier	$20

Garbage Disposal	$20

GENERAL PLUMBING PERMIT CHARGES	
Hose Bibs	$16
Water Softener/Filter	$20
Dental Chair	$20
Building Main to Sewer	$40
Inside Sub Soil Drain System	$30
Roof Sump, Storm Conductor Drains	$20
Miscellaneous Fixtures	$20
Back Water Valve	$20
Backflow Prevention Device	$20
Medical Gas (per opening)	$20
AAV – Air Admittance Valve	$20
Rough Prep (per opening)	$10 each
Sump Pump, Interceptor, Sewage Ejector	$20
Ice Maker	$20
Sewage Pump	$20

WATER DISTRIBUTION	
3/4”	$30
1”	$40
1 1/4”	$50
1 1/2”	$60

2”	$70
2 1/2”	$90
3”	$110
4”	$126
Over 4”	$150

SANITARY & STORM ON PRIVATE PROPERTY	
Lines Not Exceeding 6” – First 50 Feet	$30
Each Additional 50 Feet	$16
8”	$34
Each Additional 50 Feet	$18
10”	$38
Each Additional 50 Feet	$20
12”	$40
Each Additional 50 Feet	$20
14”	$48
Each Additional 50 Feet	$24
16”	$60
Each Additional 50 Feet	$30
18”	$80
Each Additional 50 Feet	$40
Lines Exceeding 18”	$100
Each Additional 50 Feet	$50
Building Main to Sewer	$40
Rear Yard Drain	$45

Cut and Cap – Demolition	$75/each

Planning Department

REZONING REQUESTS	
Application Fee	$1,800
Escrow Fee*	$5,000

CONDITIONAL REZONING REQUESTS	
Application Fee	$1,800
Escrow Fee*	$5,000

PRELIMINARY SITE PLAN REVIEW	
Application Fee (Planning Commission)	$1,000
Application Fee (Administrative)	$500
Escrow Fee*	$5,000

PRELIMINARY SITE PLAN REVIEW (DEVIATION FROM PARKING SPACE REQUIREMENT ONLY)	
Application Fee	$500
Escrow Fee*	$5,000

SUSTAINABLE DEVELOPMENT PROJECT	
Sustainable Development Project (if action by the Planning Commission is not required)	$500
Escrow Fee*	$5,000

SPECIAL USE REQUEST	
Application Fee	$1,800
Escrow Fee*	$5,000

ZONING TEXT AMENDMENT	
Zoning Text Amendment	$1,500
Escrow Fee*	$5,000

STREET VACATION REQUESTS	
Application Fee	$500
Escrow Fee*	$5,000

ZONING COMPLIANCE LETTER	
Zoning Compliance Letter	$100
Automobile Dealer License Forms	$100

P.U.D. – CONCEPT DEVELOPMENT PLAN REVIEW	
Application Fee	$3,000
Escrow Fee*	$5,000

P.U.D. – PRELIMINARY DEVELOPMENT PLAN REVIEW	
Application Fee	$1,800
Escrow Fee*	$5,000

P.U.D. COMPLIANCE INSPECTION	
P.U.D. Compliance Inspection	$100 per hour

SITE CONDOMINIUM – PRELIMINARY SITE PLAN REVIEW	
Application Fee	$1,000 plus $10 per unit
Escrow Fee*	$3,000

GENERAL PLANNING FEES	
Public Hearing Re-Notification	$800 per public hearing
Planning Commission Study Session (no public hearing required)	$200
Site Plan Compliance: Re-inspection	$100

ZONING BOARD OF APPEALS	
Zoning Board of Appeals Application	$500
Zoning Board of Appeals Special Meeting	$800

HISTORIC PRESERVATION: APPLICATION TO DE-LIST	
Application Fee	$1,000
Escrow Fee*	$3,000

HISTORIC DISTRICT COMMISSION APPLICATION	
Application Fee	$500
Escrow Fee*	$3,000

TEMPORARY BUILDING STRUCTURE AND USE	
Temporary Building, Structure or Use Permit	$150
Fire Department Review	$90
Building Department Review	$45
Fire Department Inspection	$90 plus overtime fee (if applicable)
Building Department Inspection	$90

SUBDIVISION TENTATIVE PRELIMINARY PLAT	
Application Fee	$1,000 plus $10 per lot
Escrow Fee*	$3,000

SUBDIVISION FINAL PRELIMINARY PLAT	
Application Fee	$1,500
Escrow Fee*	$1,500
Subdivision Final Plat	$100 plus $10 per lot

*Escrow fees pay for third-party review of applications. Applicant is required to maintain sufficient escrow to cover all necessary third-party reviews.

General Engineering Department Charges for Services

GENERAL FEE	
Engineering Plan Review	2% of the estimated costs of all public and private improvements

WATER MAIN TESTING AND CHLORINATION FEE	
Length of Water Main in Linear Feet 1 to 1,000	$650
1,001 to 2,000	$650 plus $0.31 per L.F. over 1,000 ft
2,001 & Over	$960 plus $0.24 per L.F. over 2,000 ft

STREET NAMES AND TRAFFIC SIGNS	
Street Name and Traffic Signs	$150 per sign

MAINTENANCE OF DETENTION BASINS PRE-TREATMENT STRUCTURES AND BIO-SWALES	
Maintenance of Detention Basins Pre-Treatment Structures and Bio-Swales	$4,000 per acre of basin area multiplied by 20

SINGLE FAMILY RESIDENTIAL SITE GRADING AND DRAINAGE REVIEW	
Single Family Residential Site Grading and Drainage Review	$150 per single family home
Additional Inspections	$50 per re-inspection
Easement Recording Fee	$30 per easement

SIDEWALK AND APPROACH PERMITS	
Sidewalk and Approach Permit Fee	$50
For Each 50 sq ft of Sidewalk Above 500 sq ft	Additional $1 per sq ft
Culvert Inspection Fee	$50
Refundable Security Deposit (if required)	$1,000
Sidewalk/Culvert Re-inspection	$20 each
Sidewalk Waiver Recording Fee	$30 each
Sidewalk Escrow Fee	$6.93 per sq ft

CONSTRUCTION ENGINEERING – INSPECTION & TESTING (1.5%)	
Estimated Cost of Improvements $0-$500,000	6.0% +1.5% not less than $1,000
$500,000-$1,000,000	5.5% +1.5% not less than $28,000
Over $1,000,000	5.0% + 1.5% not less than $50,000

MONUMENTS AND LOT CORNERS	
Deposit per Monument/Each	$125
Deposit per Lot Corner/Each	$50

REPAIR AND MAINTENANCE OF PUBLIC STREETS USED FOR CONSTRUCTION ACCESS	
Deposit per Lot	$2,500/lot with min. deposit of $10,000 and max. deposit of $50,000

WETLAND MITIGATION	
Deposit per Acre (if applicable)	$60,000

SOIL EROSION AND SEDIMENTATION CONTROL – COMMERCIAL	
Plan Review and Permit Fee	$400
1 Acre or Less	$4,000 Inspection Deposit*
Over 1 Acre, Less than 5 Acres	$4,500 Inspection Deposit*
5 Acres or More, Less than 10 Acres	$5,000 Inspection Deposit*
Additional Inspection Deposit/Permit Extension	Amount determined by Engineer
Refundable Security Deposit	$1,000 min. determined by Engineer

SOIL EROSION AND SEDIMENTATION CONTROL – RESIDENTIAL	
Permit Application Fee	$10
Plan Review & Permit Fee	$50
Final Inspection Only	$150
Inspection Deposit – New Home	$2,000 1-year (max.) permit*
Inspection Deposit – Minor Project	$1,000 6-month (max.) permit*
Additional Inspection Deposit/Permit Extension	Amount determined by Engineer
Refundable Security Deposit	$500 min. determined by Engineer

*Unused deposit returned

RIGHT OF WAY OTHER THAN METRO ACT OR SMALL CELLS	
Permit Application Fee	$100
Inspection Deposit	$500 min. determined by Engineer*
Refundable Security Deposit	$500 min. determined by Engineer*

PARKING LOT PERMITS	
Parking Lot Review & Permit Fee	$56
Accessibility Inspection Fee	$150
Parking Lot Maintenance & Inspection Deposit	Determined by Engineer*

*Unused deposit returned

SOIL – FILL/REMOVAL PERMITS	
Soil Removal and Fill	$100
Refundable Security Deposit	$1,000

Code Enforcement Charges for Services

ANIMAL PERMIT FEES	
Domestic, Dangerous or Wild Animal Permit	$150
Domestic, Dangerous or Wild Animal Permit Additional Review	$90
Animal Control Appeals Board Application	$375

SIGN PERMIT FEES	
Painted Wall Sign	$115
Attached Wall Sign	$150
Ground Sign	$150
Ground Sign Not Requiring Structural Review	$115
Special Event Sign	$115
Road Closure Construction Sign	$115
Additional Review	$90 per hour
Open Hole Inspection	$90

ENFORCEMENT INSPECTION FEE	
Additional Inspection or Enforcement Inspection	$90

MULTIPLE FAMILY INSPECTIONS	
Registration Fee per Premise 1-150 Units	$75
Registration Fee per Premise 151-300 Units	$125
Registration Fee per Premise Over 300 Units	$200
Inspection	$51
Lockout Fee	$51
Cancelled Inspection	$75

Public Safety Charges for Services

GENERAL PUBLIC SAFETY FEES	
Police Reports	$10
Fingerprint Fee	$20
Clearance Letter/Certified Copy of Arrest Record	$20
Notary Fee	$5
Bond Processing Fee	$15

LIQUOR LICENSES	
Application and Investigation Fee	$1,000
Application for Additions or Amendments to Existing Licenses	$300
One-day Liquor Licenses	$10

ALARM REGISTRATION	
Alarm Registration Fee	$25
Renewal of Alarm Registration*	$25
Alarm Shut-off Fee	Actual costs

NON-REGISTERED ALARMS – ALARM ACTIVATION**	
Penalty/Registration Fee Plus One of the Following***	$50
1st and 2nd Alarm	$100
3rd thru 6th Alarm	$200
7th or More Alarm	$500 each

REGISTERED ALARMS – FALSE ALARM ACTIVATION**	
1st and 2nd False Alarms	No charge
3rd thru 6th False Alarms	$100 each
7th thru 10th Alarms	$200 each
11th or More False Alarms	$500 each

TOWING FEE	
Towing Processing Fee	$50

*Annual renewal fee is due prior to the last business day of the month of the initial Alarm Registration anniversary

**The City of Troy may charge a fee to cover the actual incremental costs, including labor, for each alarm response involving a manual shut off of an alarm system

***$50 fee includes a $25 penalty plus a registration fee. The $25 penalty will be waived if within 30 days of the unregistered alarm notification, a completed Alarm Registration Form acceptable to the City of Troy, is submitted with the $25 registration fee.

Fire Department Charges for Services

OPERATIONAL PERMIT FEES (PLAN REVIEW & ONE SITE VISIT	
Fireworks-Public Display Permit Fee	$180
Approved Open Burning Permit Fee – IFC 2021, 307.2	$180
Special Event Permit Fee	$90
Hazardous Material Permit Fee	$250
Additional Site Visits/Plan Review	$90
Hazmat Renewal Fee*	$100

*Hazmat permit renewal applications received after the expiration date are subject to new permit application fees.

CONSTRUCTION PERMIT FEES	
Sprinkler Systems-Riser(s) & Sprinkler Heads	
New Riser	$90
Backflow Preventer	$90
Fire Pump	$250
Sprinkler System 1-20 Heads	$225
Sprinkler System 21-50 Heads	$300
Sprinkler System 51-100 Heads	$345
Sprinkler System 101-200 Heads	$390
Sprinkler System 201-300 Heads	$520
Sprinkler System 301-400 Heads	$715
Sprinkler System 401-500 Heads	$780
Sprinkler System 501+ Heads	$875

Sprinkler Flex Heads	Above fee + $1.00 per head (min of $90)
Hose Connections	$10/each

ALTERNATE EXTINGUISHING SYSTEMS FEES	
Dry or Wet Chemical Fire Suppression Systems	$90
Total Flooding Agent Extinguishing System	$250
Modifications to Existing System – Not Requiring an Acceptance Test	$225
Each Additional System Reviewed at the Same Time	$300

FIRE ALARM AND DETECTION SYSTEM AND DEVICES	
Minimum Permit Fee	$90
Control Panel	$90

GENERAL FIRE DEPARTMENT CHARGES/ITEMS	
Central Station Connection	$45
Fire Initiating Device (smoke detector, heat detector, etc)	$25
Each Additional Initiating or Auxiliary Control Device	$10
First Auxiliary Control Device (control switch, relay, etc)	$25
Each Additional Auxiliary Control Device	$10
First Audio/Visual Device (horn, speaker, bell strobe, etc)	$25
Additional Audio/Visual Device	$10

First Communication Device (firefighter phone, etc)	$25
Each Additional Communication Device	$10
Other System or Device	$90

INSPECTION FEES	
Additional Plan Review	$90
Each Re-inspection: During Normal Working Hours	$90 per hour
Each Re-inspection: During Non-work Hours with a Min. Assessment of Three Hours per Person	$135 per hour

FIRE DEPARTMENT RECOVERY CHARGES: APPARATUS AND EQUIPMENT COSTS	
Engine	$173.47 per hour
Pump-Ladder	$220.55 per hour
Air Tender	$146.00 per hour
Mobile Command	$84.30 per hour
Rescue Truck	$104.13 per hour
Staff Vehicle	$28.80 per hour
UTV	$14.84 per hour
Hazmat Truck	$104.13 per hour
Stake Truck	$47.12 per hour
Squad	$22.74 per hour

WORKING WITHOUT PERMIT	
Investigation Fee	$125

*All regular permit fees doubled if working without a permit.

FIRE DEPARTMENT RECOVERY CHARGES: PERSONNEL COSTS	
Personnel	The cost of Firefighters and Officers commensurate with their pay rate, fringe benefits and overtime rate if applicable
Expendable Items	Replacement costs for reasonable and customary items necessary in firefighting, hazmat and EMS operations may be recovered. Examples include: extinguishing agents (foam, AFFF), absorbent materials, chemical suits, etc.

Assessing Department Charges for Services

GENERAL ASSESSING FEES	
Land Division Application Fee	$250
Combination Application Fee	$150
Condominium/Master Deed Split Processing Fee	$300 per Development

Treasury Department Charges for Services

RETURNED PAYMENT FEE	
Returned Payment Fee	$35

Parks & Recreation Charges for Services

COMMUNITY CENTER FEES

*Annual Rate is a one-time lump sum payment for 12 months of access.

RESIDENT RATE	
Adult (18-59) Basic	Annual: $297 Monthly: $27
Adult (18-59) All Access	Annual: $517 Monthly: $47
Youth (3-17)	Annual: $187 Monthly: $17
Seniors (60+) Basic	Annual: $275 Monthly: $25
Seniors (60+) All Access	Annual: $495 Monthly: $45
Matinee: Mon.-Fri., 8:00 am – 3:00 pm Basic	Annual: $242 Monthly: $22
Matinee: Mon.-Fri., 8:00 am – 3:00 pm All Access	Annual: $462 Monthly: $42

NON-RESIDENT RATE	
Adult (18-59) Basic	Annual: $451 Monthly: $41
Adult (18-59) All Access	Annual: $671 Monthly: $61
Youth (3-17)	Annual: $286 Monthly: $26
Seniors (60+) Basic	Annual: $451 Monthly: $41
Seniors (60+) All Access	Annual: $671 Monthly: $61
Matinee: Mon.-Fri., 8:00 am – 3:00 pm Basic	Annual: $363 Monthly: $33
Matinee: Mon.-Fri., 8:00 am – 3:00 pm All Access	Annual: $583 Monthly: $53

DAILY PASS RATES	
Resident	Basic: $10; All-Access: $15
Non-Resident	Basic: $15; All-Access: $20
Senior Mondays, Wednesdays and Fridays (ages 60+)	$8 Resident
Group Rate (per person for groups of 20 or more)	$8

30-DAY PASS RATES	
Resident	Basic: $39; All-Access: $59
Non-Resident	Basic: $63; All-Access: $83

ROOM RENTAL RATES	
Activity Room 501, 502, 503, 504	Mon-Fri: $80 Sat-Sun: $105
Conference Room 403,404	Mon-Fri: $35 Sat-Sun: $35
Meeting Room 301, 302, 303	Mon-Fri: $80 Sat-Sun: $105
Banquet Room 304, 305	Mon-Fri: $80 Sat-Sun: $105
Banquet Room 304, 305	Mon-Fri: $115 Sat-Sun: $170

A staffing fee of $75/hour ($85/hour on holidays) will be assessed for events that require additional personnel at the discretion of management.

DOG PARK RATES	
Resident	$35
Non-Resident	$45

*Memberships are valid annually from date of purchase. Fees are per household. Dogs must be licensed by Oakland County.

TROY FAMILY AQUATIC CENTER: RESIDENT RATE	
Sand Dollar Pass	$49.99
Harvey's Oasis Pass	$69.99
Sailor Pass	$129.99

TROY FAMILY AQUATIC CENTER: NON-RESIDENT RATE	
Sand Dollar Pass	$79.99
Harvey's Oasis Pass	$99.99
Sailor Pass	$159.99

TROY FAMILY AQUATIC CENTER: DAY PASS	
Resident	$15
Non-Resident	$25

SHELTER RENTAL: RESIDENT RATE*	
Monday-Friday	$180 per day
Saturday-Sunday	$200 per day
The Great Hall	$750 per day

SHELTER RENTAL: NON-RESIDENT RATE*	
Monday-Friday	$230 per day
Saturday-Sunday	$250 per day
The Great Hall	$1,000 per day

*An additional $150 security deposit will be taken for all shelters. Deposit will be returned if ALL Park Shelter Policies are adhered to following event date.

CRICKET FIELD RENTAL: RESIDENT RATE	
Monday-Friday	$300 per day
Saturday-Sunday	$500 per day

CRICKET FIELD RENTAL: NON-RESIDENT RATE	
Monday-Friday	$350 per day
Saturday-Sunday	$550 per day

RINK FEES	
Skate Rental: Resident	$3 per day
Skate Rental: Non-Resident	$5 per day

Library Charges for Services

GENERAL LIBRARY	
HITs Items & MeL Loans – Overdue Fines	$1 per day
Kindles & Hotspots – Overdue Fines	$5 per day
Lost or Damaged Materials Fees	Replacement cost plus a $1 processing fee
Color Prints	$0.25
B&W Prints	$0.10

Economic Development Charges for Services

BROWNFIELD REDEVELOPMENT	
Escrow Fees*	$5,000

*Escrow fees pay for third-party review of applications. Applicant is required to maintain sufficient escrow to cover all necessary third-party reviews. Unused portion is returned to applicant.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.9.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
M. Aileen Dickson, City Clerk

Subject: Request for Recognition as a Nonprofit Organization from Bush Seyferth & Paige Charitable Foundation

---

History

Attached is a request from Bush Seyferth & Paige Charitable Foundation seeking recognition as a nonprofit organization for the purpose of obtaining a charitable gaming license for fundraising purposes.

Financial

There are no financial considerations associated with this item.

Recommendation

It has been City Management's practice to support the approval of such requests.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** the request from Bush Seyferth & Paige Charitable Foundation, 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.

Patrick G. Seyferth
seyferth@bsplaw.com
T/F: 248.822.7802

May 19, 2026

Mayor Baker and Honorable Members of City Council
Troy City Hall
500 W. Big Beaver Road
Troy, MI 48084

RE: ***Request for Local Governing Body Resolution in Support of Charitable Gaming License Application—Bush Seyferth & Paige Charitable Foundation***

Dear Mayor Baker and Honorable Members of City Council:

I write on behalf of Bush Seyferth & Paige Charitable Foundation (EIN 83-0856677), a 501(c)(3) nonprofit organization headquartered in Troy, Michigan, to respectfully request that the City of Troy adopt a Local Governing Body Resolution in support of our application for a Charitable Gaming License through the Michigan Lottery's Charitable Gaming Division.

About Bush Seyferth & Paige Charitable Foundation

Bush Seyferth & Paige Charitable Foundation was established in 2019 as the philanthropic arm of Bush Seyferth, a Michigan-based litigation law firm. The Foundation reflects a core value of the firm since its founding: that meaningful, ongoing contributions to our communities are not optional—they are part of who we are. Through charitable events and community partnerships, the Foundation channels the firm's commitment to giving back into direct support for Michigan families and organizations in need.

About the Event and Its Beneficiary

"All In for New Day" is the Foundation's annual charity event benefiting New Day Foundation for Families, the only nonprofit in Michigan providing both financial assistance and emotional support to families navigating any type of cancer, anywhere in the state. New Day pays critical living expenses directly to creditors—covering housing, utilities, transportation, food, insurance, and other essential household costs—while also providing emotional support to patients, caregivers, and their family members.

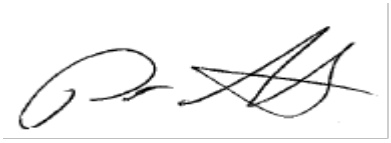
This year's event will bring together members of the Detroit business and legal community for an evening of live music, cocktails, appetizers, and casino-style games, with raffle prizes donated by generous local sponsors. All proceeds raised will go directly to New Day Foundation for Families to support Michigan families facing cancer-related financial hardship.

Our Request

We respectfully request that the City of Troy adopt a resolution expressing support for Bush Seyferth & Paige Charitable Foundation's application for a Charitable Gaming License, as required under Michigan law. This resolution is a necessary step in our licensing process and reflects the Foundation's commitment to operating transparently and in full compliance with all applicable state and local regulations.

We are grateful for the City of Troy's ongoing support of the nonprofit community and would welcome the opportunity to provide any additional information needed. Please do not hesitate to contact me directly.

Very truly yours,



Patrick G. Seyferth

Founding Board Member, Bush Seyferth & Paige Charitable Foundation

Founder & Chairman, Bush Seyferth

Advisory Board Member, New Day Foundation for Families

PGS/map

CITY OF TROY

SOLICITATION – FUND RAISING

Date Received: _____

File the following information with the City Clerk's Office at least 21 days prior to the time when the permit is desired. TIME SPAN FOR PERMIT IS NOT TO EXCEED NINETY (90) DAYS.

Name of Organization: Bush Seyferth & Paige Charitable Foundation

Phone: 248-822-7800

Local Address: 100 W Big Beaver Rd, Suite 400

City/Zip: Troy / 48084

Home Address (if different):

City/Zip:

Name of Parent Organization: Bush Seyferth & Paige Charitable Foundation

Address: 100 W Big Beaver Rd, Suite 400

Local Representative/Officers:

Name	Title	Phone
Patrick Seyferth	President	248-822-7800
Katie Bryk	Secretary	248-822-7800
Barb Hunter	Treasurer	248-822-7800

Person in Charge of Solicitations: Katie Bryk

How are funds solicited: Through sponsorships, ticket sales, raffle ticket sales, individual donations, and outreach to BSP Law clients, colleagues, business partners, and community supporters in connection with BSP Law's annual charity event

Locations/Dates/Times:

Locations	Dates	Times
The Gem Theatre	Thursday, September 10, 2026	4:00 - 8:00 PM

To what purpose will you put these funds: Proceeds from the event benefit New Day Foundation for Families, a nonprofit organization dedicated to alleviating the financial burden of cancer for Michigan familie

What is the requested amount for contribution: Varies by sponsorship level and donation type, ranging from individual ticket purchases ($150) to corporate sponsorships ranging from $1,000 - $10,000.

CITY OF TROY

SOLICITOR'S APPLICATION

Date filed: _____

Please complete all information and return with all required solicitation documents to the City Clerk, 500 West Big Beaver, Troy, Michigan 48084

NAME	LOCAL ADDRESS	HOME ADDRESS
Katie Bryk	100 W Big Beaver Rd, Suite 400 Troy, MI 48084	5561 Brookside Ln Washington, MI 48094

State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES

(Required by MCL.432.103(K)(ii))

At a _____ meeting of the _____
REGULAR OR SPECIAL — TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD

called to order by _____ on _____
DATE

at _____ a.m./p.m. the following resolution was offered:
TIME

Moved by _____ and supported by _____

that the request from _____ of _____ ,
NAME OF ORGANIZATION — CITY

county of _____, asking that they be recognized as a
COUNTY NAME

nonprofit organization operating in the community for the purpose of obtaining charitable gaming licenses, be considered for _____ .
APPROVAL/DISAPPROVAL

APPROVAL	DISAPPROVAL
Yeas: _____	Yeas: _____
Nays: _____	Nays: _____
Absent: _____	Absent: _____

I hereby certify that the foregoing is a true and complete copy of a resolution offered and adopted by the _____ at a _____
TOWNSHIP, CITY, OR VILLAGE COUNCIL/BOARD — REGULAR OR SPECIAL

meeting held on _____ .
DATE

SIGNED: _____
TOWNSHIP, CITY, OR VILLAGE CLERK

_____
PRINTED NAME AND TITLE

_____
ADDRESS

Authority: Act 382 of the Public Acts of 1972, as amended
MGCB-MP-5036 (Rev. 10-13)

State of Michigan
Michigan Gaming Control Board
Office of the Executive Director
P.O. Box 30786
Lansing, MI 48909
Phone: (313) 456-4940
Fax: (313) 456-3405
Email: Millionaireparty@michigan.gov
www.michigan.gov/mgcb

LOCAL CIVIC ORGANIZATION
QUALIFICATION REQUIREMENTS

Please allow at least 8 weeks for the qualification process.

If the organization has never submitted qualifying information as a local civic organization, the following information shall be submitted in the name of the organization prior to being approved to conduct a millionaire party. A previously qualified organization may be required to submit updated qualification information to assure its continued eligibility under the act.

1. A signed and dated copy of the organization's current bylaws or constitution, including membership criteria.

2. A complete copy of the organization's Articles of Incorporation that have been filed with the Corporations and Securities Bureau, if the organization is incorporated.

3. A copy of the letter from the IRS stating the organization is exempt from federal tax under IRS code 501(c)

   - OR -

   copies of one bank statement per year for the previous five years, excluding the current year.

4. A provision in the bylaws, constitution, or Articles of Incorporation that states should the organization dissolve, all assets and real and personal property will revert:

   A. If exempt under 501(c)3, to another 501(c)3 organization
   B. If not exempt under 501(c)3, to the local government

5. A revenue and expense statement for the previous 12 month period to prove all assets are used for charitable purposes, i.e. 990s, treasurer's report, audit. Do not send check registers or cancelled checks. Explain the purpose of each expenditure made to an individual. Once the organization has conducted licensed gaming events, the Bureau may require the organization to provide additional proof that all assets are being used for charitable purposes.

6. A copy of a resolution passed by the local body of government stating the organization is a recognized nonprofit organization in the community (form attached).

7. A provision in the constitution, charter, articles of incorporation, or bylaws indicating the perpetuation of the organization as a nonprofit organization.

8. A completed Qualification Information Form. See the "Qualification Forms" section at www.michigan.gov/mgcb, click on Millionaire Party, for a copy of the form.

Additional information may be requested after the initial documents submitted have been reviewed. If you have any questions or need further assistance, please call (313) 456-4940.

Act 382 of the Public Acts of 1972, as amended, defines a local civic organization as an organization "that is organized not for pecuniary profit; that is not affiliated with a state or national organization; that is recognized by resolution adopted by the local governmental subdivision in which the organization conducts its principal activities; whose constitution, charter, articles of incorporation, or bylaws contain a provision for the perpetuation of the organization as a nonprofit organization; whose entire assets are used for charitable purposes; and whose constitution, charter, articles of incorporation, or bylaws contain a provision that all assets, real property, and personal property shall revert to the benefit of the local governmental subdivision that granted the resolution upon dissolution of the organization."

ATTACHMENT
TO
THE ARTICLES OF INCORPORATION
OF
BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION
("Corporation")

ARTICLE II: PURPOSE

i. The purpose for which the Corporation is organized is to operate exclusively for charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including supporting other 501(c)(3) organizations.

ii. In furtherance of the above, the Corporation shall have the power to:

(a) solicit and accept donations of funds or property, whether real or personal, or any interest therein, wherever situated;

(b) maintain control and discretion over the use of funds received by the Corporation;

(c) monitor the use of funds made available to the Corporation to assure that the funds are used in conformity with the intended purpose; and

(d) exercise such powers as may be permitted by law, including, but not limited to, the Michigan Nonprofit Corporation Act, as subsequently amended from time to time (the "Act").

ARTICLE VI: LIMITATIONS

i. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons. However, the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article II.

ii. No part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

iii. Notwithstanding any other provision set forth in the Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under §501(c)(3) of the

Code or the corresponding section of any future federal tax code, or (2) by a corporation whose contributions are deductible under §170(c)(2) of the Code or the corresponding section of any future federal tax code.

iv. If the Corporation should be classified as a private foundation within the meaning of §509 of the Code, or the corresponding section of any future federal tax code, the directors or officers, as applicable, of the Corporation shall:

(a) distribute all income of the Corporation at such times and in such manner as not to subject the Corporation to tax under §4942 of the Code, or the corresponding section of any future federal tax code;

(b) refrain from causing the Corporation to engage in any act of self-dealing as defined in §4941(d) of the Code, or the corresponding section of any future federal tax code;

(c) refrain from retaining any excess business holdings as defined in Section 4943(c) of the Code in a manner that would subject the Corporation to tax under §4943(a) of the Code, or the corresponding section of any future federal tax code;

(d) refrain from making any investments in such manner as to subject the Corporation to tax under §4944 of the Code, or the corresponding section of any future federal tax code; and

(e) refrain from making any taxable expenditures as defined in §4945(d) of the Code, or the corresponding section of any future federal tax code.

ARTICLE VII: LIMITATION AND ASSUMPTION OF LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER

i. To the fullest extent permitted under Section 209(c) of the Act, as the same presently exists or may hereafter be amended, no member of the board of directors of the Corporation or a volunteer officer shall be personally liable to the Corporation or its members for money damages for any action taken or any failure to take action as a director or volunteer officer, except liability for any of the following:

(a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;

(b) Intentional infliction of harm on the Corporation or its members;

(c) A violation of Section 551 of the Act;

(d) An intentional criminal act; or

(e) A liability imposed under Section 497(a) of the Act.

ii. To the fullest extent permitted under Section 209(d) of the Act, as the same presently exists or may hereafter be amended, the Corporation assumes all liability to any person, other than the Corporation or its members, for all acts or omissions of a volunteer director, as such term is defined under the Act, incurred in the good-faith performance of the director's duties. However, the Corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the Corporation as an organization described in §501(c)(3) of the Code or the corresponding section of any future federal tax code.

iii. In addition to the Corporation's assumption of liability pursuant to clause (ii) above, to the fullest extent permitted under Section 209(e) of the Act, as the same presently exists or may hereafter be amended, the Corporation assumes the liability for all acts or omissions of each volunteer director and volunteer officer occurring on or after the date that this Article becomes effective in accordance with the pertinent provisions of the Act, provided that all of the following conditions are met:

(a) the volunteer director or officer, as applicable, was acting or reasonably believed he or she was acting within the scope of his or her authority;

(b) the volunteer director or officer, as applicable, was acting in good faith;

(c) the volunteer director's or officer's, as applicable, conduct did not amount to gross negligence or willful and wanton misconduct;

(d) the volunteer director's or officer's, as applicable, conduct was not an intentional tort; and

(e) the volunteer director's or officer's, as applicable, conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts.

iv. If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, the liability of members of the board of directors or officers, in addition to that described herein, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act, as so amended. Such an elimination, limitation, or assumption of liability is not effective to the extent that it is inconsistent with the status of the Corporation as an organization described in §501(c)(3) of the Code or corresponding section of any future federal tax code. No amendment or repeal of this

Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of the Corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

On dissolution or a final liquidation of the Corporation, after paying or providing for the payment of all of the liabilities of the Corporation, the Corporation's assets shall be distributed (1) for one or more exempt purposes within the meaning of §501(c)(3) of the Code, or the corresponding section of any future federal tax code or (2) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

CONSENT RESOLUTION OF THE SOLE INCORPORATOR OF BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

THE UNDERSIGNED, being the sole incorporator of **BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION,** a Michigan non-profit corporation (the "Corporation"), does hereby approve and consent to the following resolutions and actions to be taken without a meeting:

WHEREAS, the undersigned, in the capacity of incorporator of the Corporation, signed the Articles of Incorporation for the Corporation on June 4, 2018, and submitted such Articles of Incorporation to the Michigan Secretary of State Department of Licensing and Regulatory Affairs for filing; and

WHEREAS, on June 4, 2018, the Articles of Incorporation for the Corporation were accepted for filing by the Michigan Secretary of State Department of Licensing and Regulatory Affairs.

NOW, THEREFORE, BE IT RESOLVED, that the document entitled "BYLAWS OF BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION" is hereby approved and adopted as the Bylaws of the Corporation and the Corporation is directed to maintain a copy of such Bylaws at the registered office of the Corporation;

FURTHER RESOLVED, the following individuals are hereby appointed to the Board of Directors of the Corporation and shall hold the title set forth oppose their name and shall serve until such time as their respective resignation, expiration or removal and respective successors are duly appointed and shall qualify:

Cheryl A. Bush
Patrick G. Seyferth
Patricia Costigan

This Consent Resolution is dated and effective on ~~June~~ July 26, 2018.

INCORPORATOR

Cheryl A. Bush

CONSENT RESOLUTION
OF
THE BOARD OF DIRECTORS
OF
BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

THE UNDERSIGNED, constituting all of the members of the Board of Directors of **BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION,** a Michigan nonprofit corporation (the "Corporation"), acting pursuant to its Articles of Incorporation, Bylaws, and the laws of the State of Michigan, under which the Corporation is organized, do hereby consent in writing to the adoption of the following resolutions, effective as of the date set forth below, which shall have the same force and effect as if duly adopted at a validly held meeting of the Board of Directors:

WHEREAS, the Articles of Incorporation forming the Company was filed with the Michigan Secretary of State Department of Licensing and Regulatory Affairs on June 4, 2018.

NOW, THEREFORE, BE IT RESOLVED, that a copy of the Articles of Incorporation of the Corporation bearing the file stamp of the Michigan Department of Licensing and Regulatory Affairs be, and they hereby are, ratified, approved and adopted in all respect and shall be inserted in the minute book of the Corporation;

FURTHER RESOLVED, that the document entitled "BYLAWS OF BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION," a copy of which attached hereto as **Exhibit A**, be, and they hereby are, approved and adopted as the Bylaws of the Corporation and that the Bylaws of the Corporation be inserted in the minute book of the Corporation;

FURTHER RESOLVED, that all actions taken by Cheryl A. Bush, as the sole incorporator of the Corporation be, and they hereby are ratified, approved and adopted in all respects as the actions of the Corporation;

FURTHER RESOLVED, that Cheryl A. Bush is hereby discharged of any further duty, obligation or responsibility to the Corporation, its members, directors, officers, employees, consultants, creditors and agents, as the sole incorporator of the Corporation;

FURTHER RESOLVED, that Cheryl A. Bush is no longer authorized to act on behalf of the Corporation as of the date herein, as its sole incorporator;

FURTHER RESOLVED, that the Corporation shall indemnify, defend and hold harmless Cheryl A. Bush, as the sole incorporator of the Corporation,

and Kerr, Russell and Weber, PLC from and against all liabilities, damages, claims, suits and actions and reasonable costs and expenses of defending the foregoing arising out of or relating to the actions taken or caused to be taken by Cheryl A. Bush, as the sole incorporator of the Corporation, in effecting the incorporation of the Corporation.

FURTHER RESOLVED, that the following persons be, and each of them hereby is, elected to the offices opposite their respective names set forth below, to serve in such offices until the next annual meeting of the Board of Directors and until their respective successors shall have been duly elected and qualified, or until their respective prior death, resignation or removal:

Name	Title
Cheryl A. Bush	President
Patrick G. Seyferth	Secretary
Patricia M. Costigan	Treasurer

FURTHER RESOLVED, that the Board of Directors hereby adopts and approves the Conflict of Interest Policy of the Corporation, a copy of which attached hereto as **Exhibit B**.

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered, for and on behalf of the Corporation, to open such bank and brokerage account, or accounts with such bank or banks or other financial institutions as they or any of them may deem necessary or advisable for the conduct of the Corporation's business, and such officers are, or such officer is, further authorized and empowered to execute and deliver to such bank or banks or other financial institutions such documents or instruments as may be necessary or advisable for the opening and establishment of such account or accounts; the authorized signer of checks or withdrawal orders in connection with any such account shall be the person whose name and signature shall have been certified to such bank from time to time or at any time by the Secretary to be, the President or Treasurer of the Corporation and such other persons as authorized by the Board of Directors; and any such bank or other financial instruction shall be fully protected in relying on such certificate by the Secretary until it shall have received written notice of change in such office or in such signing authority;

FURTHER RESOLVED, that, if any such bank or other financial institution shall require a resolution in any form different from, but generally consistent with, the foregoing, then such other resolution shall be deemed to have been duly approved and adopted hereby and may be so certified by the Secretary of the Corporation whenever;

FURTHER RESOLVED, that all acts of the officers of the Corporation in furtherance of the foregoing resolutions, taken prior to the adoption of such resolutions, are hereby ratified, confirmed, approved and adopted in all respects; and

FURTHER RESOLVED, that the officers of the Corporation be, and each of them hereby is, authorized and empowered to take all such further actions and to execute, deliver and/or file, in the name and on behalf of the Corporation, any and all such further documents and instruments and to pay all such expenses, as they or any of them may deem necessary or advisable to carry out fully the purposes and intent of any and all of the foregoing resolutions; and that the taking of any such action, the execution, delivery and filing of each such document or instrument, and the payment of each such expense, shall be conclusive evidence of their necessity or advisability.

This Consent Resolution may be signed in multiple counterparts, each of which shall be deemed an original and all of which shall constitute one Consent Resolution. The signature of any person to any counterpart shall be deemed to be a signature to, and may be appended to, any other counterpart. The signatures on this Consent Resolution may be delivered by facsimile or PDF rather than original, and shall be fully effective as though the signature was an original.

[Signatures on Following Page]

This Consent Resolution is adopted on ~~June~~ July 26, 2018.

BOARD OF DIRECTORS:

Cheryl A. Bush

Patrick G. Seyferth

Patricia M. Costigan

EXHIBIT A

BYLAWS OF THE BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

(see attached)

EXHIBIT B

CONFLICT OF INTEREST POLICY OF THE BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

(see attached)

BYLAWS

OF

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

ARTICLE I
CORPORATE OFFICES AND AGENT

1. **CORPORATE NAME.** The name of the corporation is Bush Seyferth & Paige Charitable Foundation (hereinafter the "Corporation").

2. **REGISTERED OFFICE.** The Corporation's registered office shall be in Michigan as indicated in the Articles of Incorporation (the "Articles"). The Corporation may change its registered office by resolution of the Board of Directors and by filing the appropriate documentation with the State of Michigan in accordance with the Michigan Non-Profit Corporation Act, as amended (the "Act").

3. **RESIDENT AGENT.** The Corporation's resident agent shall be an individual resident in Michigan whose business office or residence is identical with the Corporation's registered office. The Corporation may remove and change its resident agent by resolution of the Board of Directors and filing the appropriate documentation with the State of Michigan in accordance with the Act. Upon the resident agent's resignation or removal, the Board of Directors of the Corporation shall promptly appoint a successor resident agent.

ARTICLE II
BOARD OF DIRECTORS

1. **GENERAL POWERS, NUMBER, ELECTION AND TERM.** A Board of Directors shall manage the Corporation's business, property, and affairs. The Board of Directors of the Corporation shall consist of not less than three (3) persons but not more than nine (9) persons. The incorporator of the Corporation shall appoint the initial Board of Directors. Each Director shall hold office until the Director's death, resignation, or removal.

2. **POWER AND AUTHORITY.** The Board of Directors may exercise any power or authority permitted by the Act, these Bylaws or the Articles.

3. **RESIGNATION.** A Director may resign at any time by written notice to the Corporation. The resignation is effective when received by the Corporation or at a later time as set forth in the notice.

4. **REMOVAL.** Except as otherwise provided in the Articles, any Director may be removed at any time, with or without cause, by a majority vote of the remaining Directors on the Board.

5. **VACANCY.** Any vacancy in the Board of Directors may be filled with a person selected by the remaining Directors of the board, provided that person is eligible to serve pursuant to MCL 450.2514.

6. **ANNUAL MEETING.** An annual meeting of the Directors shall be held each year.

7. **SPECIAL MEETINGS.** A special meeting of the Board of Directors may be held upon notice by the President or a majority of the Directors.

8. **NOTICE OF MEETINGS.** Written notice of the time, place, and purposes of every Board of Directors meeting shall be given either personally or by mail by the Secretary not less than ten (10) nor more than sixty (60) days before the date of the meeting. Any notice that is mailed shall be deemed to be given when deposited in the United States mail, with postage fully prepaid, addressed to the Director at the address appearing on the records of the Corporation.

9. **ADJOURNMENT OF MEETINGS.** Any Board of Directors meeting may be adjourned to another time or place by a majority vote of the Directors present, regardless of whether a quorum is present. If a meeting is adjourned, notice of the adjourned meeting is not required to be given if the time and place of the adjourned meeting is announced at the meeting at which the adjournment occurs. The Directors may transact any business at the adjourned meeting which might have been transacted at the original meeting.

10. **WAIVER OF NOTICE.** Any Director may waive notice of the time, place and purpose of any meeting in writing either before or after such meeting has been held.

11. **ATTENDANCE AT MEETING.** A Director's attendance at or participation in any Board of Directors meeting waives any required notice to him or her of the meeting unless he or she at the beginning of the meeting, or upon his or her arrival objects to the meeting or the transacting of business at the meeting and does not thereafter vote for or assent to any action taken at the meeting. A Director may participate in a Board meeting by means of conference telephone or similar communications equipment through which all Directors participating in a meeting can communicate with the other Directors. All participants shall be advised of the communications equipment and the names of the participants in the conference shall be divulged to all participants. Participation in a meeting in this matter constitutes presence in person at the meeting. The business to be transacted at or the purposes of an annual or special meeting does not need to be specified in the notice or waiver of notice of the meeting.

12. **QUORUM.** A quorum of the Board of Directors shall consist of a majority of the Directors then in office. The vote of the majority of Directors present at a meeting at which a quorum is present constitutes the action of the Board except as otherwise specifically provided by these Bylaws, the Act or the Articles.

13. **VOTING.** Except as otherwise required by the Act or the Articles, each Director shall be entitled to one vote.

14. **APPOINTMENT OF COMMITTEES.** The Board may designate one (1) or more committees, each committee to consist of one (1) or more of the directors of the Corporation. The Board may designate one (1) or more directors as alternate members of a committee, who may replace an absent or disqualified member at a meeting of the committee. In the absence or disqualification of a member of a committee, the members thereof present at a meeting and not disqualified from voting, whether or not they constitute a quorum, may unanimously appoint another member of the Board to act at the meeting in place of such an absent or disqualified member. A majority of the members of a committee of the Board shall constitute a quorum for transaction of business, unless the Board resolution establishing the committee provides for a larger or smaller number. A committee, and each member thereof, shall serve at the pleasure of the Board.

15. **POWERS OF COMMITTEES.** A committee, to the extent provided in the resolution of the Board, may exercise all powers and authority of the Board in management of the business and affairs of the Corporation. However, such a committee does not have power or authority to do any of the following:

A. Amend the Articles.

B. Adopt an agreement of merger or consolidation.

C. Recommend to the Directors the sale, lease or exchange of all or substantially all of the Corporation's property and assets.

D. Recommend to the Directors dissolution of the Corporation or a revocation of a dissolution.

E. Amend the Bylaws of the Corporation.

F. Fill vacancies in the Board of Directors.

G. Declare a distribution, dividend or to authorize the issuance of stock.

16. **ACTION BY UNANIMOUS WRITTEN CONSENT.** Any action required or permitted to be taken at any Board of Directors meeting or a committee of the Board meeting may be taken without a meeting if, before or after the action, all members of the Board then in office or of the committee consent in writing to the action. The written consent shall be filed with the minutes of the proceedings of the Board or committee. The written consents have the same effect as a vote of the Board or committee.

17. **COMPENSATION.** Unless otherwise provided in the Articles, the Corporation may pay compensation in a reasonable amount to Directors or officers for services rendered to the Corporation. The Board shall determine Director and officer compensation.

ARTICLE III
OFFICERS

1. **APPOINTMENT.** The Board of Directors shall appoint the officers of the Corporation. The officers shall consist of a President, Secretary and Treasurer. The Board of Directors may also appoint a Chairman of the Board, Vice-Presidents or other officers and agents as it deems necessary. The terms, powers and duties of such officers and agents shall also be determined by the Board of Directors. Any two (2) or more offices may be held by the same person but an officer shall not execute, acknowledge or verify an instrument in more than one capacity if the instrument is required by law or the Articles to be executed, acknowledged or verified by two (2) or more officers. No officer need be a Director. An officer shall have such authority and shall perform such duties in the management of the Corporation as may be provided in these Bylaws, or as may be determined by resolution of the Board of Directors not inconsistent with these Bylaws.

2. **TERM, REMOVAL AND RESIGNATION.** The officers of the Corporation shall hold office until their successors are elected or until their resignation or removal. Any officer may be removed with or without cause at any time by a majority of the Directors. An officer may resign by written notice to the Corporation. The resignation is effective upon its receipt by the Corporation or at a subsequent time specified in the notice. If any office becomes vacant for any reason, the vacancy shall be filled by the majority vote of the Board of Directors.

3. **CHAIRMAN.** In the event the Board of Directors shall appoint a Chairman, the Chairman shall be the presiding officer at all meetings of the Board of Directors. The Chairman shall perform all of the duties usually appertaining to the office of chief executive officer of a Corporation. The Chairman shall also perform any other duties as assigned by the Board of Directors.

4. **PRESIDENT.** In the absence of a Chairman, the President shall be the presiding officer at all meetings of Board of Directors. The President shall perform all of the duties usually appertaining to the office of President of a Corporation. The President shall have general charge of the business affairs of the Corporation. The President shall have such other powers and duties as may be assigned by the Board of Directors.

5. **VICE PRESIDENT.** In the event the Board of Directors shall appoint a Vice President, the Vice President shall perform all the duties usually appertaining to that office, subject to the control of the President. The Vice President shall also exercise the duties of the President in the absence of the President; provided, if there is more than one Vice President, the Board of Directors shall decide who shall exercise the duties of the President in the absence of the President. The Vice President shall also perform any other duties as assigned by the Board of Directors.

6. **SECRETARY.** The Secretary shall attend and keep the minutes of the Board of Directors meetings. The Secretary shall have custody of the corporate seal and all records, papers, books and files of the Corporation, except the books of account. The Secretary shall issue notice of all meetings required by the Bylaws, affix the corporate seal to all instruments of the company requiring the same and attest the same by his or her signature whenever such attestation shall be required. The Secretary shall perform all of the duties usually appertaining to the office of Secretary of a Corporation, subject to the control of the President. The Secretary shall also perform any other duties as assigned by the Board of Directors.

7. **ASSISTANT SECRETARY.** In the event the Board of Directors shall appoint an Assistant Secretary, the Assistant Secretary shall at all times act as an assistant to the Secretary and have such powers and perform such duties as shall be assigned to him by the Secretary or Board of Directors. The Assistant Secretary shall possess the powers and perform the duties of the Secretary in the absence or disability of the Secretary. If the Secretary and Assistant Secretary are at the same time absent or unable to perform their duties, the Board of Directors may appoint a Secretary pro tempore with powers and duties to act as Secretary during the absence and disability of both the Secretary and Assistant Secretary.

8. **TREASURER.** The Treasurer shall have the custody of all corporate funds and securities. The Treasurer shall keep in books belonging to the Corporation, full and accurate accounts of all receipts and disbursements. The Treasurer shall deposit all monies, securities and other valuable effects in the name of the Corporation, in such depositories as may be designated for that purpose by the Board of Directors. The Treasurer shall disburse funds of the Corporation as ordered by the Board of Directors, taking vouchers for such disbursements, and shall render to the President and Directors at the regular meetings of the Board of Directors, and whenever requested by them, an account of the Corporation. The Treasurer, subject to the control of the President, shall also perform all duties incident to the office of Treasurer. The Treasurer shall also perform additional powers and duties as may be assigned by the Board of Directors.

9. **OTHER OFFICERS.** The Board may appoint such other officers as shall be determined necessary or appropriate with such powers that shall be enumerated at the time of the appointment.

10. **EXECUTION OF INSTRUMENTS.** The Board of Directors shall have the power to designate the officers and agents who shall have the authority to execute any instrument on behalf of the Corporation. When the execution of any contract, conveyance, or other instrument has been authorized without specification of the officers authorized to execute, the President and the Secretary or the Treasurer may execute the same in the name and on behalf of the Corporation and may affix the corporate seal thereto.

ARTICLE IV
INDEMNIFICATION

1. **MEMBERS, DIRECTORS, OFFICERS AND AGENTS - ACTIONS BROUGHT BY THIRD PARTIES.** Except as otherwise provided in the Articles and subject to all

of the other provisions of this Article V, the Corporation may indemnify any person who was or is a party or is threatened to be made a party to a threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative, and whether formal or informal, other than an action by or in the right of the Corporation, by reason of the fact that the person is or was a incorporator, member, director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust, or other enterprise, whether for profit or not, against expenses, including attorneys' fees, judgments, penalties, fines and amounts paid in settlement actually and reasonably incurred by the person in connection with the action, suit or proceeding, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation, and regarding a criminal action or proceeding, if the person had no reasonable cause to believe that the conduct was unlawful. The termination of an action, suit or proceeding by judgment, order, settlement, conviction, or upon a plea of nolo contendere or its equivalent, does not, of itself, create a presumption that the person did not act in good faith and in a manner which the person reasonably believed to be in or not opposed to the best interests of the Corporation, and regarding a criminal action or proceeding, had reasonable cause to believe that the conduct was unlawful.

2. **MEMBER, DIRECTORS, OFFICERS AND AGENTS: CIVIL ACTIONS BROUGHT BY OR IN THE RIGHT OF CORPORATION.** Except as otherwise provided in the Articles and subject to all of the provisions of this Article V, the Corporation may indemnify any person who was or is a party to or is threatened to be made a party to a threatened, pending or completed action or suit by or in the right of the Corporation to procure a judgment in its favor or by reason of the fact that the person is or was a incorporator, member, director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, partner, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, against expenses, including attorneys' fees, and amounts paid in settlement actually and reasonably incurred by the person in connection with the action or suit, if the person acted in good faith and in a manner the person reasonably believed to be in or not opposed to the best interests of the Corporation. Indemnification, however, shall not be made for a claim, issue, or matter in which the person has been found liable to the Corporation unless and only to the extent that the court in which the action or suit was brought has determined upon application that, despite the adjudication of liability but in view of all circumstances of the case, the person is fairly and reasonably entitled to indemnification for expenses which the court considers proper.

3. **MANDATORY INDEMNIFICATION OF ACTUAL AND REASONABLE EXPENSES.** To the extent that a person has been successful on the merits or otherwise in defense of an action, suit, or proceeding referred to in Sections 1 or 2 of Article V, or in defense of any claim, issue, or matter in the action, suit, or proceeding, he or she shall be indemnified against actual and reasonable expenses, including attorneys' fees, incurred by the person in connection with the action, suit, or proceeding and an action, suit or proceeding brought to enforce the mandatory indemnification provided herein.

4. **DETERMINATION AND EVALUATION OF SCOPE OF INDEMNIFICATION.** Any indemnification under Sections 1 or 2 of Article V, unless ordered by a court, shall be made by the Corporation only as authorized in the specific case upon a determination that indemnification of the incorporator, member, director, officer, employee or agent is proper in the circumstances because the person has met the applicable standard of conduct set forth in Sections 1 or 2 of Article V, and upon an evaluation of the reasonableness of expenses and amounts paid in settlement. This determination and evaluation shall be made in any of the following ways:

A. By a majority vote of a quorum of the Board of Directors consisting of the Directors who are not parties or threatened to be made parties to the action, suit, or proceeding.

B. By independent legal counsel in a written opinion, which counsel shall be selected by the Board of Directors in the manner prescribed in subsection A, above.

If a person is entitled to indemnification under Sections 1 or 2 of Article V for a portion of expenses, including reasonable attorneys' fees, judgments, penalties, fines, and amounts paid in settlement, but not for the total amount thereof, the Corporation may indemnify the person for the portion of the expenses, judgments, penalties, fines, or amounts paid in settlement for which the person is entitled to be indemnified.

5. **DISCRETIONARY REIMBURSEMENTS.** The Corporation may pay or reimburse the reasonable expenses incurred by an incorporator, member, director, officer, employee, or agent who is a party or threatened to be made a party to an action, suit, or proceeding in advance of final disposition of the proceeding if all of the following apply:

A. The person furnishes the Corporation a written affirmation of their good faith belief that they have met the applicable standard of conduct set forth in Sections 1 and 2 of Article V.

B. The person furnishes the Corporation a written undertaking, executed personally or on their behalf, to repay the advance if it is ultimately determined that they did not meet the standard of conduct. The undertaking required by this subsection must be an unlimited general obligation of the person but need not be secured.

C. A determination is made that the facts then known to those making the determination would not preclude indemnification under the Act.

Determinations of payments under this section shall be made in the manner specified in Section 4 of Article V.

6. **INSURANCE.** The Corporation may purchase and maintain insurance on behalf of any person who is or was a member, director, officer, employee or agent of the Corporation, or is or was serving at the request of the Corporation as a member, director, officer, partner, trustee, employee, or agent of another corporation, partnership, joint venture, trust or other enterprise against any liability asserted against the person and incurred by the person in any such capacity or arising out of his or her status as such, whether or not the Corporation would have power to indemnify the person against such liability under this Article V.

7. **CHANGE IN MICHIGAN LAW.** If there are any changes in the Michigan statutory provisions applicable to the corporation and relating to the subject matter of this Article, the indemnification to which any person shall be entitled shall be determined by the changed provisions, but only to the extent that the change permits the Corporation to provide broader indemnification rights than the provisions permitted the Corporation to provide before the change.

8. **NON-EXCLUSIVITY OF RIGHTS.** The indemnification or advancement of expenses provided under this Article V, is not exclusive of other rights to which a person seeking indemnification or advancement of expenses may be entitled under the Articles, Bylaws, or a contractual agreement.

9. **LIMITATIONS ON INDEMNIFICATION.** The total amount of expenses advanced or indemnified from all sources shall not exceed the actual amount of expenses incurred by the person seeking indemnification or advancement of expenses.

10. **CONTINUATION OF INDEMNIFICATION.** The indemnification provided for in this Article V, continues as to a person who ceases to be an incorporator, member, director, officer, employee or agent and shall inure to the benefit of the heirs, personal representatives, and administrators of such person.

11. **OTHER REQUIREMENTS.** Notwithstanding anything in this Article V to the contrary, any indemnification or reimbursement provided in this Article shall not be provided to any extent now or hereafter prohibited by the Internal Revenue Code of 1986, as amended ("Code"), or any regulations promulgated pursuant to the Code.

12. **DEFINITIONS.** For purposes of this Article V: (i) "corporation" shall include all constituent corporations absorbed in a consolidation or merger and the resulting or surviving corporation, so that a person who is or was an incorporator, member, director, officer, employee or agent of the constituent corporation or is or was serving at the request of the constituent corporation as a member, director, officer, partner, member, trustee, employee, or agent of another foreign or domestic corporation, partnership, joint venture, trust or other enterprise, whether for profit or not, shall stand in the same position under the provisions of this Article V regarding the resulting corporation as the person would if the person had served the resulting or surviving corporation in the same capacity; (ii) "other enterprises" shall include employee benefit plans; (iii) "fines" shall include any excise taxes assessed on a person pertaining to an employee benefit plan; and (iv) "serving at the request of the Corporation" shall include (A) any service as a member, director, officer, employee or agent of the Corporation which imposes duties on, or involves services by the member, director, officer, employee, or agent regarding an employee benefit plan, its participants or its beneficiaries; and (B) a person who acted in good faith and in a manner reasonably believed to be in the interest of the participants and beneficiaries of any employee benefit plan shall be considered to have acted in a manner "not opposed to the best interests of the Corporation" as referred to in this Article V.

ARTICLE V
MISCELLANEOUS PROVISIONS

1. **CORPORATION BOOKS AND RECORDS.** The Corporation shall keep at its registered office books and records of account and minutes of the proceedings of its Board of Directors meetings.

2. **CHECKS.** All checks, drafts, orders for the payment of money, notes or evidences of indebtedness issued in the name of the Corporation shall be signed by such officer, officers, agent or agents of the Corporation, and in such manner, as shall be determined by action of the Board of Directors.

3. **FISCAL YEAR.** The fiscal year of the Corporation shall end on December 31 of each year.

4. **VOTING STOCK IN OTHER CORPORATIONS.** Unless otherwise voted by the Board of Directors, the President shall have full power and authority, on behalf of the Corporation, to attend, to act and to vote at any meetings of stockholders of any corporation in which this Corporation may hold stock, and at any such meeting, shall possess and may exercise any and all rights and powers incident to the ownership of such stock and which, as the owner thereof, the Corporation might have possessed and exercised if present. The Board of Directors, by resolution, may confer like powers upon any other person or persons.

5. **AMENDMENT OF BYLAWS.** These Bylaws may be amended only by the affirmative vote of a majority of the Board of Directors.

[Signature Page Follows]

ADOPTED THIS 26 day of ~~June~~ July, 2018.

Patrick G. Seyferth, Secretary

CONFLICT OF INTEREST POLICY

OF

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

ARTICLE I

PURPOSE

The purpose of this conflict of interest policy is to protect the interest of **BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION**, a Michigan non-profit corporation (the "Organization") when it is contemplating entering into a transaction or arrangement that might benefit the private interest of a director or officer of the Organization or otherwise qualify as a conflict of interest as defined in this policy. This policy is intended to supplement but not replace any applicable state and federal laws governing conflict of interest applicable to nonprofit and charitable organizations.

ARTICLE II

DEFINITIONS

1. **Interested Person.** Any director, principal officer, or member of a committee with governing board delegated powers, who has a direct or indirect financial interest, as defined below, is an interested person.

2. **Financial Interest.** A person has a financial interest if the person has, directly or indirectly, through business, investment, or family:

   a. An ownership or investment interest in any entity with which the Organization has a transaction or arrangement;

   b. A compensation arrangement with the Organization or with any entity or individual with which the Organization has a transaction or arrangement; or

   c. A potential ownership or investment interest in, or compensation arrangement with, any entity or individual with which the Organization is negotiating a transaction or arrangement.

   A financial interest is not necessarily a conflict of interest

3. **Compensation.** Compensation includes direct and indirect remuneration as well as gifts or favors that are not insubstantial.

4. **Conflict of Interest.** The determination of whether a conflict of interest exists shall be by the appropriate governing board or committee under Article III, Section 2 of this policy.

ARTICLE III

PROCEDURES

1. **Duty to Disclose.** In connection with any actual or possible conflict of interest, an interested person must promptly disclose the existence of the financial interest and be given the opportunity to disclose all material facts to the directors and members of committees with governing board delegated powers considering the proposed transaction or arrangement.

2. **Determining Whether a Conflict of Interest Exists.** After disclosure per Section 1 above, and after any discussion with the interested person, he or she shall leave the governing board or committee meeting while the determination of a conflict of interest is discussed and voted upon. The remaining board or committee members shall decide if a conflict of interest exists.

3. **Procedures for Addressing the Conflict of Interest.** If a conflict of interest has been determined to exist under Section 2 above, then with respect to the transaction or arrangement being considered:

   a. An interested person may make a presentation at the governing board or committee meeting, but after the presentation, he or she shall leave the meeting during the discussion of, and the vote on, the transaction or arrangement involving the possible conflict of interest.

   b. The governing board or committee shall, if appropriate, shall appoint a disinterested person or committee to investigate alternatives to the proposed transaction or arrangement.

   c. After appropriate investigation and due diligence, the governing board or committee shall determine whether the Organization can obtain with reasonable efforts a more advantageous transaction or arrangement from a person or entity that would not give rise to a conflict of interest.

   d. If the governing board determines that a more advantageous transaction or arrangement is not reasonably possible under circumstances not producing a conflict of interest, the governing board or committee shall determine by a majority vote of the disinterested directors whether the transaction or arrangement is in the Organization's best interest, for its own benefit, and whether it is fair and reasonable. In conformity with the above determination it shall make its decision as to whether to enter into the transaction or arrangement.

4. **Violations of the Conflicts of Interest Policy.** If the governing board or committee has reasonable cause to believe a member has failed to disclose actual or possible conflicts of interest, it shall inform the member of the basis for such belief and afford the member an opportunity to explain the alleged failure to disclose. If, after hearing the member's response and after making further investigation as warranted by the circumstances, the governing board or committee determines the member has failed to disclose an actual or possible conflict of interest, it shall take appropriate disciplinary and corrective action.

ARTICLE IV

RECORDS OF PROCEEDINGS

The minutes of the governing board and all committees with board delegated powers shall contain:

a. The names of the persons who disclosed or otherwise were found to have a financial interest in connection with an actual or possible conflict of interest, the nature of the financial interest, any action taken to determine whether a conflict of interest was present, and the governing board's or committee's decision as to whether a conflict of interest in fact existed.

b. The names of the persons who were present for discussions and votes relating to the transaction or arrangement, the content of the discussion, including any alternatives to the proposed transaction or arrangement, and a record of any votes taken in connection with the proceedings.

ARTICLE V

COMPENSATION

a. A voting member of the governing board who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

b. A voting member of any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization for services is precluded from voting on matters pertaining to that member's compensation.

c. No voting member of the governing board or any committee whose jurisdiction includes compensation matters and who receives compensation, directly or indirectly, from the Organization, either individually or collectively, is prohibited from providing information to any committee regarding compensation.

ARTICLE VI

ANNUAL STATEMENTS

Each director, principal officer and member of a committee with governing board delegated powers shall annually sign a statement (in the form attached hereto) which affirms such person:

a. Has received a copy of the conflicts of interest policy,

b. Has read and understands the policy,

c. Has agreed to comply with the policy, and

d. Understands the Organization is charitable and in order to maintain its federal tax exemption it must engage primarily in activities which accomplish one or more of its tax-exempt purposes.

ARTICLE VII

PERIODIC REVIEWS

To ensure the Organization operates in a manner consistent with charitable purposes and does not engage in activities that could jeopardize its tax-exempt status, periodic reviews shall be conducted. The periodic reviews shall, at a minimum, include the following subjects:

a. Whether compensation arrangements and benefits are reasonable, based on competent survey information and the result of arm's length bargaining.

b. Whether partnerships, joint ventures, and arrangements with management organizations conform to the Organization's written policies, are properly recorded, reflect reasonable investment or payments for goods and services, further charitable purposes and do not result in inurement, impermissible private benefit or in an excess benefit transaction.

ARTICLE VIII

USE OF OUTSIDE EXPERTS

When conducting the periodic reviews, as provided for in Article VII, the Organization may, but need not, use outside advisors. If outside experts are used, their use shall not relieve the governing board of its responsibility for ensuring periodic reviews are conducted.

ARTICLE IX

ADOPTION, AMENDMENT, AND REPEAL

This conflict of interest may be amended, repealed or superseded by the governing board.

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

CONFLICT OF INTEREST POLICY ACKNOWLEDGMENT STATEMENTS

Name: Chesyl A. Bush
(Please Print)

Please disclose the name(s) of any organization or individual that, to your actual knowledge or information and belief, provides or contracts with, or is seeking to provide or contract with Bush Seyferth & Paige Charitable Foundation, to furnish goods or services, and with which you or a family member has a direct or indirect relationship (e.g., ownership, compensation or other financial interest, employment, contracting, or director, trustee or officer position), or that could otherwise give rise to a possible conflict of interest. If none, enter "none" on the first line.

_____

_____

_____

_____

_____

Reminder: If at any time there is a matter under consideration that may give rise to a direct or indirect financial interest, duality of interest or conflict of interest, whether or not disclosed herein, it is your obligation to disclose the facts and circumstances promptly to the Board of Directors to abstain from voting on the matter unless and until determined otherwise by the Board of Directors following your disclosure of all information required by the Board's conflicts of interest policy.

I have received and read, and understand and agree to comply with, Bush Seyferth & Paige Charitable Foundation Conflict of Interest Policy as it exists now or may be amended or superseded hereafter by the Board of Directors.

Signed: _____

Date: 9/26/18

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

CONFLICT OF INTEREST POLICY ACKNOWLEDGMENT STATEMENTS

Name: Patrick G. Seyferth .
(Please Print)

Please disclose the name(s) of any organization or individual that, to your actual knowledge or information and belief, provides or contracts with, or is seeking to provide or contract with Bush Seyferth & Paige Charitable Foundation, to furnish goods or services, and with which you or a family member has a direct or indirect relationship (e.g., ownership, compensation or other financial interest, employment, contracting, or director, trustee or officer position), or that could otherwise give rise to a possible conflict of interest. If none, enter "none" on the first line.

_____

_____

_____

_____

_____

Reminder: If at any time there is a matter under consideration that may give rise to a direct or indirect financial interest, duality of interest or conflict of interest, whether or not disclosed herein, it is your obligation to disclose the facts and circumstances promptly to the Board of Directors to abstain from voting on the matter unless and until determined otherwise by the Board of Directors following your disclosure of all information required by the Board's conflicts of interest policy.

I have received and read, and understand and agree to comply with, Bush Seyferth & Paige Charitable Foundation Conflict of Interest Policy as it exists now or may be amended or superseded hereafter by the Board of Directors.

Signed: _____

Date: 7/26/18

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION

CONFLICT OF INTEREST POLICY ACKNOWLEDGMENT STATEMENTS

Name: Patricia M Costigan
(Please Print)

Please disclose the name(s) of any organization or individual that, to your actual knowledge or information and belief, provides or contracts with, or is seeking to provide or contract with Bush Seyferth & Paige Charitable Foundation, to furnish goods or services, and with which you or a family member has a direct or indirect relationship (e.g., ownership, compensation or other financial interest, employment, contracting, or director, trustee or officer position), or that could otherwise give rise to a possible conflict of interest. If none, enter "none" on the first line.

_____

_____

_____

_____

_____

Reminder: If at any time there is a matter under consideration that may give rise to a direct or indirect financial interest, duality of interest or conflict of interest, whether or not disclosed herein, it is your obligation to disclose the facts and circumstances promptly to the Board of Directors to abstain from voting on the matter unless and until determined otherwise by the Board of Directors following your disclosure of all information required by the Board's conflicts of interest policy.

I have received and read, and understand and agree to comply with, Bush Seyferth & Paige Charitable Foundation Conflict of Interest Policy as it exists now or may be amended or superseded hereafter by the Board of Directors.

Signed: Patricia M Costigan

Date: 7/26/18

E4 03
1:20

CSCL/CD-502 (Rev. 10/17)

MICHIGAN DEPARTMENT OF LICENSING AND REGULATORY AFFAIRS
CORPORATIONS, SECURITIES & COMMERCIAL LICENSING BUREAU

Date Received	AC1
JUN 04 2018	This document is effective on the date filed, unless a subsequent effective date within 90 days after received date is stated in the document.

TranInfo:1 Z3024760-2 06/01/18
ChkNo: 64272 Amt: $20.00
ID: KERR RUSSELL AND WEBER PLC

Name		
John D. Gatti		
Address		
500 Woodward Ave., Ste. 2500		
City	**State**	**ZIP Code**
Detroit	MI	48226

EFFECTIVE DATE: FILED
JUN 04 2018
ADMINISTRATOR
CORPORATIONS DIVISION

Document will be returned to the name and address you enter above.
If left blank, document will be returned to the registered office.

ARTICLES OF INCORPORATION
For use by Domestic Nonprofit Corporations
(Please read information and instructions on the last page)

Pursuant to the provisions of Act 162, Public Acts of 1982, the undersigned corporation executes the following Articles:

ARTICLE I

The name of the corporation is:

Bush Seyferth & Paige Charitable Foundation

ARTICLE II

The purpose or purposes for which the corporation is formed are:

See attachment.

ARTICLE III

1. The corporation is formed upon a Nonstock basis.
(Stock or Nonstock)

2. If formed on a stock basis, the total number of shares the corporation has authority to issue is _____. If the shares are or are to be divided into classes, the designation of each class, the number of shares in each class, and the relative rights, preferences and limitations of the shares of each class to the extent that the designations, numbers, relative rights, preferences, and limitations have been determined are as follows:

YY

ARTICLE III (cont.)

3. a. If formed on a nonstock basis, the description and value of its real property assets are: (if none, insert "none")

None

b. The description and value of its personal property assets are: (if none, insert "none")

None

c. The corporation is to be financed under the following general plan:

Contributions are expected to be received by donors. The activities in connection with the purpose of the corporation will be financed by such contributions.

d. The corporation is formed on a Directorship basis.
(Membership or Directorship)

ARTICLE IV

1. The name of the resident agent at the registered office is:

Cheryl A. Bush

2. The address of its registered office in Michigan is:

3001 W. Big Beaver, Suite 600 (Street Address) Troy (City), Michigan 48084 (ZIP Code)

3. The mailing address of the registered office in Michigan if different than above:

_____ (Street Address or PO Box) _____ (City), Michigan _____ (ZIP Code)

ARTICLE V

The name(s) and address(es) of the incorporator(s) is (are) as follows:

Name	Residence or Business Address
Cheryl A. Bush	3001 W. Big Beaver, Suite 600, Troy, MI 48084

Use space below for additional Articles or for continuation of previous Articles. Please identify any Article being continued or added. Attach additional pages if needed.

I, (We), the incorporator(s) sign my (our) name(s) this 30th day of May, 2018

Cheryl A. Bush

ATTACHMENT
TO
THE ARTICLES OF INCORPORATION
OF
BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION
("Corporation")

ARTICLE II: PURPOSE

i. The purpose for which the Corporation is organized is to operate exclusively for charitable purposes as set forth in Section 501(c)(3) of the Internal Revenue Code of 1986, as amended (the "Code"), including supporting other 501(c)(3) organizations.

ii. In furtherance of the above, the Corporation shall have the power to:

(a) solicit and accept donations of funds or property, whether real or personal, or any interest therein, wherever situated;

(b) maintain control and discretion over the use of funds received by the Corporation;

(c) monitor the use of funds made available to the Corporation to assure that the funds are used in conformity with the intended purpose; and

(d) exercise such powers as may be permitted by law, including, but not limited to, the Michigan Nonprofit Corporation Act, as subsequently amended from time to time (the "Act").

ARTICLE VI: LIMITATIONS

i. No part of the net earnings of the Corporation shall inure to the benefit of, or be distributable to, its members, directors, officers, or other private persons. However, the Corporation shall be authorized to pay reasonable compensation for services rendered and to make payments and distributions in furtherance of the purpose set forth in Article II.

ii. No part of the activities of the Corporation shall be the carrying on of propaganda or otherwise attempting to influence legislation. The Corporation shall not participate in, or intervene in (including the publishing and distribution of statements), any political campaign on behalf of or in opposition to any candidate for public office.

iii. Notwithstanding any other provision set forth in the Articles of Incorporation, the Corporation shall not carry on any other activities not permitted to be carried on (1) by a corporation exempt from federal income tax under §501(c)(3) of the

Code or the corresponding section of any future federal tax code, or (2) by a corporation whose contributions are deductible under §170(c)(2) of the Code or the corresponding section of any future federal tax code.

iv. If the Corporation should be classified as a private foundation within the meaning of §509 of the Code, or the corresponding section of any future federal tax code, the directors or officers, as applicable, of the Corporation shall:

(a) distribute all income of the Corporation at such times and in such manner as not to subject the Corporation to tax under §4942 of the Code, or the corresponding section of any future federal tax code;

(b) refrain from causing the Corporation to engage in any act of self-dealing as defined in §4941(d) of the Code, or the corresponding section of any future federal tax code;

(c) refrain from retaining any excess business holdings as defined in Section 4943(c) of the Code in a manner that would subject the Corporation to tax under §4943(a) of the Code, or the corresponding section of any future federal tax code;

(d) refrain from making any investments in such manner as to subject the Corporation to tax under §4944 of the Code, or the corresponding section of any future federal tax code; and

(e) refrain from making any taxable expenditures as defined in §4945(d) of the Code, or the corresponding section of any future federal tax code.

ARTICLE VII: LIMITATION AND ASSUMPTION OF LIABILITY OF A DIRECTOR OR VOLUNTEER OFFICER

i. To the fullest extent permitted under Section 209(c) of the Act, as the same presently exists or may hereafter be amended, no member of the board of directors of the Corporation or a volunteer officer shall be personally liable to the Corporation or its members for money damages for any action taken or any failure to take action as a director or volunteer officer, except liability for any of the following:

(a) The amount of a financial benefit received by a director or volunteer officer to which he or she is not entitled;

(b) Intentional infliction of harm on the Corporation or its members;

(c) A violation of Section 551 of the Act;

(d) An intentional criminal act; or

(e) A liability imposed under Section 497(a) of the Act.

ii. To the fullest extent permitted under Section 209(d) of the Act, as the same presently exists or may hereafter be amended, the Corporation assumes all liability to any person, other than the Corporation or its members, for all acts or omissions of a volunteer director, as such term is defined under the Act, incurred in the good-faith performance of the director's duties. However, the Corporation shall not be considered to have assumed any liability to the extent that such assumption is inconsistent with the status of the Corporation as an organization described in §501(c)(3) of the Code or the corresponding section of any future federal tax code.

iii. In addition to the Corporation's assumption of liability pursuant to clause (ii) above, to the fullest extent permitted under Section 209(e) of the Act, as the same presently exists or may hereafter be amended, the Corporation assumes the liability for all acts or omissions of each volunteer director and volunteer officer occurring on or after the date that this Article becomes effective in accordance with the pertinent provisions of the Act, provided that all of the following conditions are met:

(a) the volunteer director or officer, as applicable, was acting or reasonably believed he or she was acting within the scope of his or her authority;

(b) the volunteer director or officer, as applicable, was acting in good faith;

(c) the volunteer director's or officer's, as applicable, conduct did not amount to gross negligence or willful and wanton misconduct;

(d) the volunteer director's or officer's, as applicable, conduct was not an intentional tort; and

(e) the volunteer director's or officer's, as applicable, conduct was not a tort arising out of the ownership, maintenance, or use of a motor vehicle for which tort liability may be imposed as provided in Section 3135 of the Insurance Code of 1956, Act No. 218 of the Public Acts.

iv. If the Act is amended after the filing of these Articles of Incorporation to authorize the further elimination or limitation of the liability of directors or officers of nonprofit corporations, the liability of members of the board of directors or officers, in addition to that described herein, shall be assumed by the Corporation or eliminated or limited to the fullest extent permitted by the Act, as so amended. Such an elimination, limitation, or assumption of liability is not effective to the extent that it is inconsistent with the status of the Corporation as an organization described in §501(c)(3) of the Code or corresponding section of any future federal tax code. No amendment or repeal of this

Article shall apply to or have any effect on the liability or alleged liability of any member of the board of directors or officer of the Corporation for or with respect to any acts or omissions occurring before the effective date of any such amendment or repeal.

ARTICLE VIII: DISTRIBUTION OF ASSETS UPON DISSOLUTION

On dissolution or a final liquidation of the Corporation, after paying or providing for the payment of all of the liabilities of the Corporation, the Corporation's assets shall be distributed (1) for one or more exempt purposes within the meaning of §501(c)(3) of the Code, or the corresponding section of any future federal tax code or (2) to the federal government, or to a state or local government, for a public purpose. Any assets not disposed of shall be disposed of by the circuit court of the county in which the principal office of the Corporation is then located, exclusively for such purposes or to such organization or organizations that the court shall determine and that are organized and operated exclusively for such purposes.

IRS DEPARTMENT OF THE TREASURY
INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

Date of this notice: 06-12-2018

Employer Identification Number:
83-0856677

Form: SS-4

Number of this notice: CP 575 E

BUSH SEYFERTH & PAIGE CHARITABLE
FOUNDATION
% CHERYL A BUSH
3001 W BIG BEAVER RD STE 600
TROY, MI 48084

For assistance you may call us at:
1-800-829-4933

IF YOU WRITE, ATTACH THE
STUB AT THE END OF THIS NOTICE.

WE ASSIGNED YOU AN EMPLOYER IDENTIFICATION NUMBER

Thank you for applying for an Employer Identification Number (EIN). We assigned you EIN 83-0856677. This EIN will identify you, your business accounts, tax returns, and documents, even if you have no employees. Please keep this notice in your permanent records.

When filing tax documents, payments, and related correspondence, it is very important that you use your EIN and complete name and address exactly as shown above. Any variation may cause a delay in processing, result in incorrect information in your account, or even cause you to be assigned more than one EIN. If the information is not correct as shown above, please make the correction using the attached tear-off stub and return it to us.

When you submitted your application for an EIN, you checked the box indicating you are a non-profit organization. Assigning an EIN does not grant tax-exempt status to non-profit organizations. Publication 557, Tax-Exempt Status for Your Organization, has details on the application process, as well as information on returns you may need to file. To apply for recognition of tax-exempt status under Internal Revenue Code Section 501(c)(3), organizations must complete a Form 1023-series application for recognition. All other entities should file Form 1024 if they want to request recognition under Section 501(a).

Nearly all organizations claiming tax-exempt status must file a Form 990-series annual information return (Form 990, 990-EZ, or 990-PF) or notice (Form 990-N) beginning with the year they legally form, even if they have not yet applied for or received recognition of tax-exempt status.

Unless a filing exception applies to you (search www.irs.gov for Annual Exempt Organization Return: Who Must File), you will lose your tax-exempt status if you fail to file a required return or notice for three consecutive years. We start calculating this three-year period from the tax year we assigned the EIN to you. If that first tax year isn't a full twelve months, you're still responsible for submitting a return for that year. If you didn't legally form in the same tax year in which you obtained your EIN, contact us at the phone number or address listed at the top of this letter.

For the most current information on your filing requirements and other important information, visit www.irs.gov/charities.

(IRS USE ONLY) 575E 06-12-2018 BUSH O 9999999999 SS-4

IMPORTANT REMINDERS:

* Keep a copy of this notice in your permanent records. **This notice is issued only one time and the IRS will not be able to generate a duplicate copy for you.** You may give a copy of this document to anyone asking for proof of your EIN.

* Use this EIN and your name exactly as they appear at the top of this notice on all your federal tax forms.

* Refer to this EIN on your tax-related correspondence and documents.

* Provide future officers of your organization with a copy of this notice.

Your name control associated with this EIN is BUSH. You will need to provide this information, along with your EIN, if you file your returns electronically.

If you have questions about your EIN, you can contact us at the phone number or address listed at the top of this notice. If you write, please tear off the stub at the bottom of this notice and include it with your letter. Thank you for your cooperation.

Keep this part for your records. CP 575 E (Rev. 7-2007)

Return this part with any correspondence so we may identify your account. Please correct any errors in your name or address.

CP 575 E

9999999999

Your Telephone Number
( ) -
_____

Best Time to Call
_____

DATE OF THIS NOTICE: 06-12-2018
EMPLOYER IDENTIFICATION NUMBER: 83-0856677
FORM: SS-4 NOBOD

INTERNAL REVENUE SERVICE
CINCINNATI OH 45999-0023

BUSH SEYFERTH & PAIGE CHARITABLE FOUNDATION
% CHERYL A BUSH
3001 W BIG BEAVER RD STE 600
TROY, MI 48084

INTERNAL REVENUE SERVICE
P. O. BOX 2508
CINCINNATI, OH 45201

DEPARTMENT OF THE TREASURY

Date: MAR 14 2019

BUSH SEYFERTH & PAGE CHARITABLE
FOUNDATION
3001 W BIG BEAVER STE 600
TROY, MI 48084

Employer Identification Number:
83-0856677
DLN:
17053263316008
Contact Person:
THERESA L PAYNE ID# 17293
Contact Telephone Number:
(877) 829-5500
Accounting Period Ending:
December 31
Public Charity Status:
170(b)(1)(A)(vi)
Form 990/990-EZ/990-N Required:
Yes
Effective Date of Exemption:
June 04, 2018
Contribution Deductibility:
Yes
Addendum Applies:
No

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a public charity under the IRC Section listed at the top of this letter.

If we indicated at the top of this letter that you're required to file Form 990/990-EZ/990-N, our records show you're required to file an annual information return (Form 990 or Form 990-EZ) or electronic notice (Form 990-N, the e-Postcard). If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PC" in the search bar to view Publication 4221-PC, Compliance Guide for 501(c)(3) Public Charities, which describes your recordkeeping, reporting, and disclosure requirements.

Letter 947

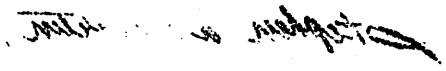
We sent a copy of this letter to your representative as indicated in your power of attorney.

Sincerely,

Stephen A. Martin

Director, Exempt Organizations
Rulings and Agreements

Letter 947



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.10.

Date: June 11, 2026

To: Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Approval of Open Space Preservation Easement - Eckford Woods

---

History

City Council approved a 26-unit cluster development proposed by Eckford Development, LLC of Michigan, LLC at its June 13, 2022 Regular Meeting. The cluster development is located on the north side Eckford, west of Rochester Road. Under the City's Zoning Ordinance, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7). The engineering phase of the development project is now nearing completion, and under the City's ordinance, Council must review and approve the open space conveyance before engineering can give the project final approval.

The City's Zoning Ordinance provides that the irrevocable conveyance must be perpetually maintained by the parties that have an ownership interest in the open space. It further provides that if the owners fail to maintain it such that it becomes a public nuisance, then the City may undertake maintenance and annually assess costs. Finally, the open space must forever remain open space as approved on the Final Site Plan, however, accessory structures are permitted as long as they do not exceed one percent (1%) of the open space area. The Zoning Ordinance also specifically requires that the conveyance shall prohibit dumping or storing of material or refuse, activity that causes soil erosion, cutting live plant material except for dying or diseased vegetation, and the use of motorized vehicles.

The City Attorney's office has reviewed the attached Open Space Preservation Easement for the Eckford Woods development.

Suggested Resolution:
WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires the developer to execute a recordable document permanently preserving the dedicated open space; and,

WHEREAS, The engineering phase for the development known as Eckford Woods is nearing completion, and prior to final site plan approval, City Council must review and approve the document that sets aside the required open space; and,

WHEREAS, The attached Open Space Preservation Easement has been negotiated with the

Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds to require Developer and/or his successors to permanently maintain the dedicated open space;

NOW THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Open Space Preservation Easement for the cluster development known as Eckford Woods.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Open Space Preservation Easement; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

OPEN SPACE PRESERVATION EASEMENT

This Open Space Preservation Easement ("Easement") made this ___ day of _____, 2026, is made by Eckford Development LLC, a Michigan limited liability company, whose address is 35520 Forton Court, Clinton Township, MI 48035 (hereinafter the "Developer").

RECITALS:

A. Developer owns a certain parcel of land situated in the City of Troy, Oakland County, Michigan, more particularly as described in **Exhibit A**, which is attached and made part of this Easement (the "Property"). Developer is developing a single-family residential site condominium project on the Property known as Eckford Woods using the One-Family Cluster Option pursuant to Troy's Zoning Ordinance, Chapter 39, Section 10.04, which requires that certain portions of the Property be permanently preserved as open space areas. Developer desires to grant such an easement to preserve the required open space areas.

B. The designated open space areas (the "Easement Areas") situated on the Property are more particularly described and illustrated on **Exhibit B,** which is attached and made part of this Easement, the second page of which contains a drawing depicting the Easement Areas.

C. The designated Easement Areas fulfill the following open space benefit consistent with Chapter 39, Section 10.04(D)(4):

1. Significant Natural Features. Preservation of significant natural features contained on the site, including preserving open space areas, trees, and natural grass areas as depicted on **Exhibit C**, which is attached and made part of this Easement.

NOW THEREFORE, Developer hereby reserves, conveys, and grants the following perpetual Easement, which shall be binding upon the Developer, its respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City and purchasers of the Property and their respective heirs, successors, assigns and/or transferees:

1. The purpose of this Easement is to preserve the Easement Areas as identified and depicted in the site plan approved by the City of Troy and as areas that qualify as "open space" in accordance with Chapter 39, Section 10.04(D) of the One-Family Cluster Option. The

designated Easement Areas shall be perpetually preserved as open space, and uses of the open space are limited to parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted with the One-Family Cluster Option.

2. The following uses and activities are expressly prohibited in the Easement Areas;

a. Dumping or storing any material or refuse'
b. Any activity that may cause risk of soil erosion or threaten any living plant material;
c. Cutting or removing live plant material except for the removal of dying or diseased vegetation;
d. Using motorized off-road vehicles.

3. The Easement Areas shall be perpetually maintained by any party or parties that have an ownership interest in Easement Areas. Initially, the party responsible for the Easement Areas shall be Developer and thereafter the party responsible shall be the Eckford Woods Condominium Association (the "Association"). The Easement Areas shall be maintained and repaired in the condition required by the final approved site plan, including but not limited to maintenance of landscape areas and amenities, if any, therein. Once the master deed for the condominium project is recorded and the Association is incorporated to administer the condominium project, including the Easement Areas, it shall also be the Association's responsibility to maintain and repair the Easement Areas.

4. This Easement does not grant or convey to the City of Troy or any member of the general public any right of ownership, possession or use of the Easement Areas, except that, upon reasonable written notice to Developer or successor, the City of Troy by its authorized employees and may enter upon and inspect the Easement Areas to determine whether the Easement Areas are being maintained in compliance with the terms of this Easement.

5. The Easement Areas consist mainly of undeveloped wooded areas, lawn areas, wetland areas, and utilities. The wooded, wetland, and lawn areas shall remain perpetually in their natural undeveloped state. The Easement Areas shall be carefully inspected on a regular basis by the Developer or the Association, as applicable. The Developer or Association, as applicable, shall promptly remove any garbage and debris that is found in the Easement Areas. A professional landscaping company shall be hired to mow the lawn areas. The lawn shall be maintained in accordance with all City Ordinances and shall be cut at a minimum on a weekly basis (or more often if necessary) during the appropriate seasons when the lawn will be growing.

6. In the event that the Developer or the successor Association shall at any time fail to carry out the responsibilities specified within this Easement and/or fail to preserve and/or maintain the Easement Areas in reasonable order and condition or such that it becomes a public nuisance, the City may serve written notice upon the responsible party, either the Developer or Association, setting forth the deficiencies in maintenance and/or preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period. If the identified deficiencies are not timely cured administratively, the City may issue citations for violation of any City Code. If the deficiency concerns any provision of this Easement then, after

a reasonable time allowed for curing any deficiencies, a hearing may be held before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the responsible Developer or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing determines that maintenance and/or preservation has not been undertaken within the time specified in the notice, the City shall have the power and authority but not the obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation, including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the responsible Developer or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium. In the event one or more of the affected Easement Areas are not located within a condominium, the lien shall be against the portion of the Property in which the Easement Areas are located. The City may require the payment of such monies prior to the commencement of work. If Developer or Association has not paid the billed costs and expenses within 30 days, all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Developer or Association, and, in such event, the responsible Developer or Association shall pay all court costs and reasonable attorney fees incurred by the City in connection with such suit.

7. This Easement has been made and given for a consideration of a value less than One Hundred ($100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(6)(a); MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a); MSA 7.456(5)(a).

8. This Easement shall be recorded with the Oakland County Register of Deeds. Eckford Development, LLC, shall be responsible for recordation of this Easement including all costs and applicable fees.

[Signature on Following Page]

ECKFORD DEVELOPMENT LLC, a Michigan limited liability company

By: _____
Name: _____
Title:

STATE OF MICHIGAN)
) SS:
COUNTY OF _____)

The foregoing instrument was acknowledged before me this __ day of _____, 2026 by _____, as _____ of Eckford Development LLC, limited liability company, on its behalf.

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

[Signatures on Following Page]

CITY
CITY OF TROY,
a Michigan municipality

By: _____
ETHAN BAKER
Its: Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by ETHAN BAKER, Mayor of the City of Troy, a Michigan municipal corporation, on behalf of the City of Troy.

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

By: _____
M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the City of Troy.

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

Document drafted by and when recorded return to:
Kellie L. McGuire, Esq.
Makower Abbate Guerra Wegner Vollmer PLLC
30140 Orchard Lake Rd.
Farmington Hills, MI 48334

EXHIBIT A
Legal Description – Property

LOTS 13, 14, 15 AND THE EAST 124 FEET OF LOT 16, STEPHENSON LAND CO'S ACRES SUBDIVISION, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 48 OF PLATS, PAGE(S) 53, OAKLAND COUNTY RECORDS.

AS SURVEYED DESCRIPTION

A PARCEL LYING IN THE NORTHEAST 1/4 OF SECTION 15, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN BEING LOTS 13, 14, 15 AND THE EAST 124 FEET OF LOT 16, "STEPHENSON LAND CO.'S ACRES SUBDIVISION", AS RECORDED IN LIBER 48 OF PLATS, PAGE 53, OAKLAND COUNTY RECORDS. SAID PARCEL BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

BEGINNING AT THE SOUTHEAST CORNER OF SAID LOT 13; THENCE S87°45'22"W ALONG THE SOUTH LINE OF SAID LOTS 13 THROUGH 16, 799.01 FEET TO ITS INTERSECTION WITH THE WEST LINE OF THE EAST 124 FEET OF SAID LOT 16; THENCE ALONG SAID WEST LINE, N02°52'55"W, 475.63 FEET TO A POINT ON THE NORTH LINE OF SAID LOT 16; THENCE N87°45'22"E ALONG THE NORTH LINE OF SAID LOTS 13 THOUGH 16, 799.01 FEET TO THE NORTHEAST CORNER OF SAID LOT 13; THENCE S02°52'55"E ALONG THE EAST LINE OF SAID LOT 13, 475.63 FEET TO THE SOUTHEAST CORNER OF SAID LOT 13 AND THE POINT OF BEGINNING, CONTAINING 8.723 ACRES.

TAX ID. NOS.: 88-20-15-251-017; AND 88-20-15-251-026.

Exhibit B
Legal Description – Open Space Easement
Sketch of Open Space Easement

EXHIBIT

(OPEN SPACE EASEMENT "A")

Legal Description (Subject Parcel Tax ID: 88-20-15-251-017 and Tax ID: 88-20-15-251-026)

(Per First Centennial Title Agency, Inc. ALTA Commitment for Title Insurance; Dated 11/30/2020; File No. cen134443-STG)

Lots 13, 14, 15 and the East 124 feet of Lot 16, Stephenson Land Co's Acres Subdivision, according to the Plat thereof as recorded in Liber 48 of Plats, Page(s) 53, Oakland County Records.

Legal Description (Open Space Easement "A")

An Open Space easement lying over part of Lots 13, 14, and 15 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Beginning at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";
thence S87°45'22"W, along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 14 of said "Stephenson Land Co.'s Acres Subdivision", 377.04 feet;
thence N02°14'38"W, 88.86 feet;
thence N79°14'09"W, 31.88 feet;
thence N64°35'56"W, 34.10 feet;
thence S63°36'19"W, 30.17 feet;
thence S87°45'22"W, 81.04 feet;
thence N02°14'38"W, 17.36 feet;
thence S87°45'22"W, 58.23 feet;
thence N02°50'52"W, 44.73 feet;
thence N87°45'22"E, 85.87 feet;
thence N02°32'45"W, 57.00 feet;
thence S87°45'22"W, 7.73 feet;
thence N02°14'37"W, 24.00 feet;
thence N87°45'22"E, 36.31 feet;
thence N02°50'52"W, 58.00 feet;
thence N02°14'38"W, 20.00 feet;
thence N87°45'22"E, 115.20 feet;
thence S02°14'38"E, 115.00 feet;
thence N87°45'22"E, 114.00 feet;
thence S02°14'38"E, 31.23 feet;
thence N87°45'23"E, 57.00 feet;
thence S02°14'38"E, 15.65 feet;
thence N87°45'22"E, 204.07 feet to the East line of said Lot 13;
thence S02°52'55"E along said East line, 158.74 feet to the Point of Beginning.

LINE TABLE		
LINE #	BEARING	DISTANCE
L1	N79°14'09"W	31.88'
L2	N64°35'56"W	34.10'
L3	S63°36'19"W	30.17'
L4	S87°45'22"W	81.04'
L5	N2°14'38"W	17.36'
L6	S87°45'22"W	58.23'
L7	N2°50'52"W	44.73'

LINE TABLE		
LINE #	BEARING	DISTANCE
L8	N87°45'22"E	85.87'
L9	N2°32'45"W	57.00'
L10	S87°45'22"W	7.73'
L11	N2°14'37"W	24.00'
L12	N87°45'22"E	36.31'
L13	N2°50'52"W	58.00'
L14	N2°14'38"W	20.00'

Monument Engineering Group Associates, Inc.

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

LAST REVISION:	CLIENT: ICON DEVELOPMENT
DATE: 01/23/2026	NE 1/4, SEC 15, T2N–R11E, CITY OF TROY
SCALE: N/A SHEET: 2 of 3	DR. BY: DAH CHK BY: MB
FILE: 21–175_Esmt_OpenSpace	JOB No. 21–175

EXHIBIT

(OPEN SPACE EASEMENTS "B" & "C")

Legal Description (Open Space Easement "B")

An open space easement lying over part of Lots 15 and 16 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";
thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 16 of said "Stephenson Land Co.'s Acres Subdivision", 799.01 feet to the West line of the East 124 feet of said Lot 16 of said "Stephenson Land Co.'s Acres Subdivision";
thence N02°52'55"W along said West line, 146.06 feet to the Point of Beginning;
thence continuing N02°52'55"W along said West line, 120.26 feet;
thence S69°09'33"E, 78.96 feet;
thence S61°32'55"E, 73.73 feet;
thence S02°50'32"E, 50.16 feet;
thence S87°07'05"W, 135.22 feet to said West line and the Point of Beginning.

Legal Description (Open Space Easement "C")

An open space easement lying over part of Lot 14 of "Stephenson Land Co.'s Acres Subdivision" as recorded in Liber 48 of Plats, Page 53, Oakland County Records. Said "Stephenson Land Co.'s Acres Subdivision" lying in the Northeast 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, County of Oakland, State of Michigan.

Said easement being more particularly described as follows:

Commencing at the Southeast corner of Lot 13 of said "Stephenson Land Co.'s Acres Subdivision";
thence S87°45'22"W along the North line of Eckford Drive (60 Ft. Wd.) and the South lines of Lots 13 though 16 of said "Stephenson Land Co.'s Acres Subdivision", 799.01 feet to the West line of the East 124 feet of said Lot 16 of said "Stephenson Land Co.'s Acres Subdivision";
thence N02°52'55"W along said West line, 475.63 feet to the North line of said Lot 16;
thence N87°45'22"E along the North lines of said Lots 14 through 16, 400.31 feet to the Point of Beginning;
thence continuing N87°45'22"E along the North line of said Lot 14, 72.35 feet;
thence S02°14'38"E, 115.00 feet;
thence S87°45'22"W, 72.35 feet;
thence N02°14'38"W, 115.00 feet to the North line of said Lot 14 and the Point of Beginning.

LINE TABLE		
LINE #	BEARING	DISTANCE
L15	N2°52'55"W	120.26'
L16	S69°09'33"E	78.96'
L17	S61°32'55"E	73.73'
L18	S2°50'32"E	50.16'
L19	S87°07'05"W	135.22'

LINE TABLE		
LINE #	BEARING	DISTANCE
L20	N87°45'22"E	72.35'
L21	S2°14'38"E	115.00'
L22	S87°45'22"W	72.35'
L23	N2°14'38"W	115.00'

Monument Engineering Group Associates, Inc.
MEGA

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

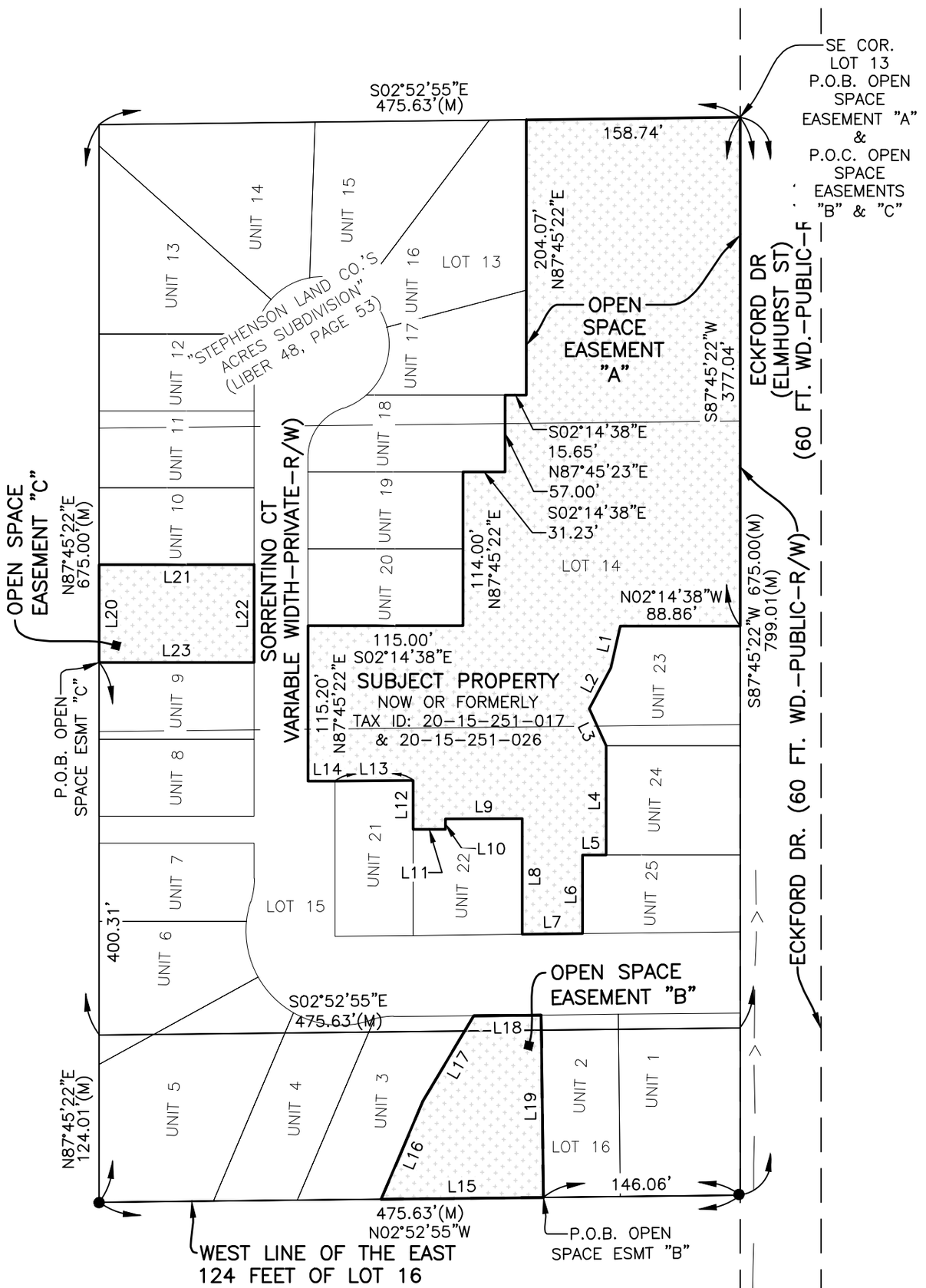
298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

LAST REVISION:	CLIENT: ICON DEVELOPMENT
DATE: 01/23/2026	NE 1/4, SEC 15, T2N–R11E, CITY OF TROY
SCALE: N/A SHEET: 3 of 3	DR. BY: DAH CHK BY: MB
FILE: 21–175_Esmt_OpenSpace	JOB No. 21–175

EXHIBIT

(OPEN SPACE EASEMENTS "A", "B" & "C")



INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

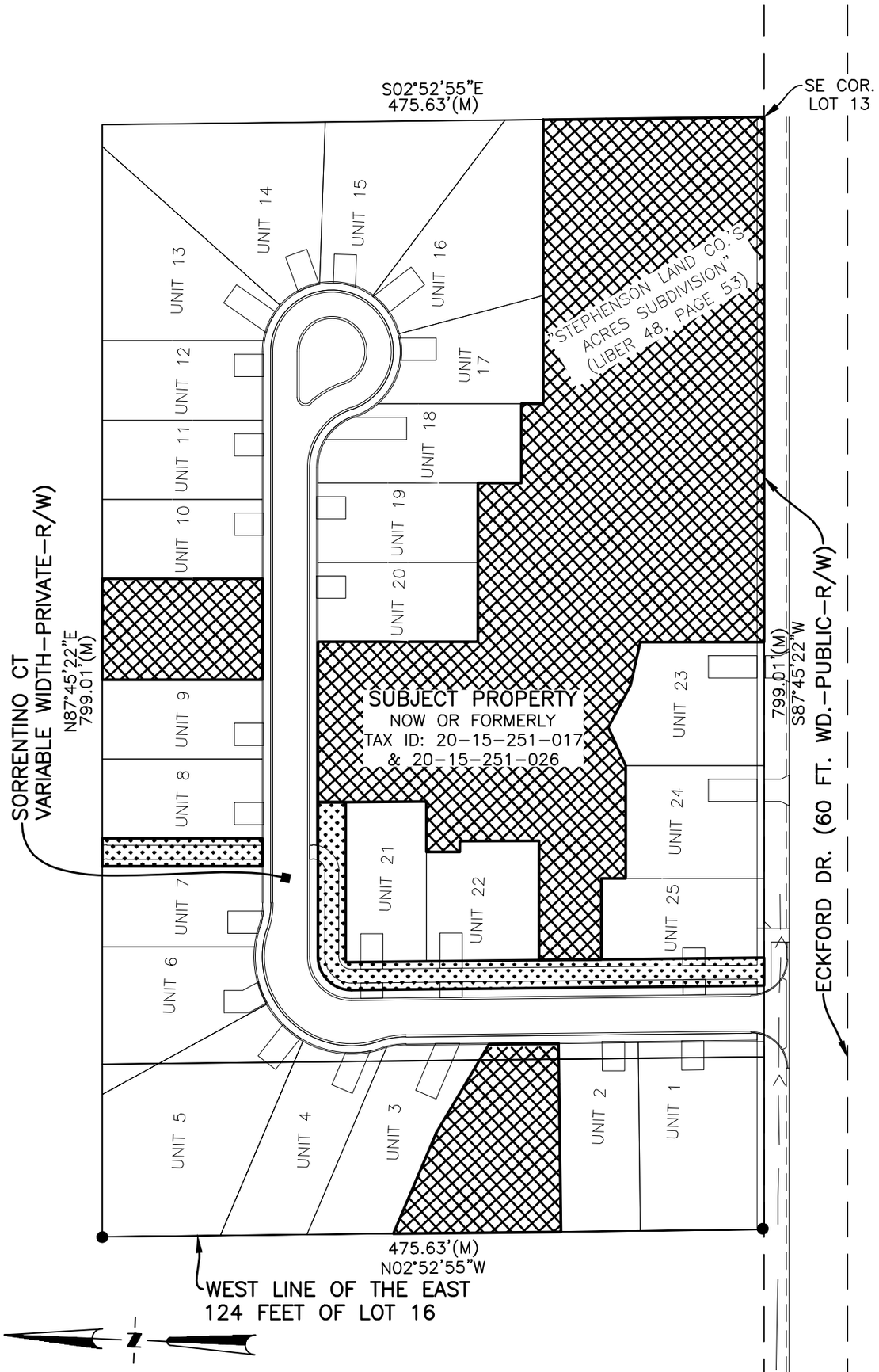
298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

LAST REVISION:	CLIENT: **ICON DEVELOPMENT**
DATE: 01/23/2026	NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SCALE: 1"=100' SHEET: 1 of 3	DR. BY: DAH CHK BY: MB
FILE: 21-175_Esmt_OpenSpace	JOB No. 21-175

Exhibit C
Natural Features/Maintenance Plan

OPEN SPACE MAINTENANCE EXHIBIT



LEGEND

HEAVY VEGETATION
NO MOWING

OPEN AREA WITH TURF GRASS
MOW LAWN

Monument Engineering Group Associates, Inc.

INNOVATIVE GEOSPATIAL & ENGINEERING SOLUTIONS

298 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-223-3512
monumentengineering.com

SERVICE DISABLED VETERAN OWNED SMALL BUSINESS (SDVOSB)

LAST REVISION:	CLIENT: **ICON DEVELOPMENT**
DATE: 02/11/2026	
	NE 1/4, SEC 15, T2N-R11E, CITY OF TROY
SCALE: 1"=100' SHEET: 1 of 1	DR. BY: DAH CHK BY: MB
FILE: 21-175_Ex_Maint	JOB No. 21-175

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.11.

Date: June 11, 2026

To: Mayor and City Council Members

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Approval of Open Space Preservation Easement - Golden Villas

---

History

City Council approved a 12-unit cluster development proposed by Golden Homes of Michigan, LLC at its June 13, 2022 Regular Meeting. The cluster development is located on the south side of Square Lake Road, west of Dequindre. Under the City's Zoning Ordinance, a developer who chooses to use the Cluster Option must set aside dedicated open space through an irrevocable conveyance. (Troy Zoning Ordinance 10.04.D.7). The engineering phase of the development project is now nearing completion, and under the City's ordinance, Council must review and approve the open space conveyance before engineering can give the project final approval.

The City's Zoning Ordinance provides that the irrevocable conveyance must be perpetually maintained by the parties that have an ownership interest in the open space. It further provides that if the owners fail to maintain it such that it becomes a public nuisance, then the City may undertake maintenance and annually assess costs. Finally, the open space must forever remain open space as approved on the Final Site Plan, however, accessory structures are permitted as long as they do not exceed one percent (1%) of the open space area. The Zoning Ordinance also specifically requires that the conveyance shall prohibit dumping or storing of material or refuse, activity that causes soil erosion, cutting live plant material except for dying or diseased vegetation, and the use of motorized vehicles.

The City Attorney's office has reviewed the attached Open Space Preservation Easement for the Golden Villas development.

Suggested Resolution:
WHEREAS, As part of a City Council approved cluster development, the Troy Zoning Ordinance requires the developer to execute a recordable document permanently preserving the dedicated open space; and,

WHEREAS, The engineering phase for the development known as Golden Villas is nearing completion, and prior to final site plan approval, City Council must review and approve the document that sets aside the required open space; and,

WHEREAS, The attached Open Space Preservation Easement has been negotiated with the

Developer, and if approved by City Council, would be recorded at the Oakland County Register of Deeds to require Developer and/or his successors to permanently maintain the dedicated open space;

NOW THEREFORE BE IT RESOLVED, That Troy City Council hereby **APPROVES** the Open Space Preservation Easement for the cluster development known as Golden Villas.

BE IT FURTHER RESOLVED, That City Council hereby **AUTHORIZES** the Mayor and City Clerk to sign the Open Space Preservation Easement; copies of which shall be **ATTACHED** to the original Minutes of this meeting.

OPEN SPACE PRESERVATION EASEMENT

THIS OPEN SPACE PRESERVATION EASEMENT made this _____ day of _____, 2026, by and between Golden Homes, Inc., a Michigan corporation, whose address is 48661 Hayes Road, Shelby Township, Michigan 48315, (hereinafter the "Developer"), and the City of Troy, and its successors or assigns, whose address is 500 West Big Beaver Road, Troy, Michigan 48084 (hereinafter the "City").

RECITALS

A. Developer owns a certain parcel of land situated in the City of Troy, Oakland County, Michigan, as described in Exhibit A, attached hereto and made a part hereof (the “Property"). Developer has received final site plan approval for construction of a single-family residential site condominium on the Property using the One-Family Cluster Option pursuant to Troy’s Zoning Ordinance, Chapter 39, Section 10.04 which requires that certain portions of the Property be permanently preserved as open space areas. Developer desires to grant such an easement in order to preserve the required open space areas.

B. The designated open space areas (hereinafter the "Easement Areas") situated on the Property are more particularly described on Exhibit B, attached hereto and made a part hereof, the second page of which contains a drawing depicting the Easement Areas.

C. The designated Easement Areas fulfill the following open space benefit consistent with Chapter 39, Section 10.04(D)(4):

a. Significant Natural Features. Preservation of significant natural features contained on the site, as long as it is in the best interest of the City to preserve the natural features that might be negatively impacted by conventional residential development. The determination

of whether the site has significant natural features shall be made by the City Council, after review of a Natural Features Analysis, prepared by the applicant that inventories these features. The Natural Features include Open Space Areas, the Tree Preservation Areas, the Natural Grass Areas, as depicted on Exhibit C – Natural Features Plan, attached hereto.

NOW, THEREFORE, in consideration of the sum of One Dollar ($1.00), the receipt and adequacy of which are hereby acknowledged, Developer hereby reserves, conveys and grants the following perpetual Open Space Preservation Easement, which shall be binding upon the Developer, and its respective heirs, successors, assigns and/or transferees and shall be for the benefit of the City, all Developers and purchasers of the Property and their respective heirs, successors, assigns and/or transferees.

1. The purpose of this Open Space Preservation Easement is to preserve the Easement Areas as identified and depicted in the final site plan approved by the City of Troy and as areas that qualify as “open space” in accordance with Chapter 39, Section 10.04(D) of the One-Family Cluster Option. The designated Easement Areas shall be perpetually preserved as open space, and uses of the open space are limited to landscaping along Square Lake Road, the project entrance sign, parks, playgrounds, fields, walking trails, nature areas and other approved uses as permitted in accordance with the One-Family Cluster Option.

2. The following uses and activities are expressly prohibited in the Easement Areas;

a. dumping or storing any material or refuse,

b. any activity that may cause risk of soil erosion or threaten any living plant material,

c. cutting or removing live plant material except for the removal of dying or diseased vegetation,

d. using motorized off-road vehicles,

3. The dedicated open space shall be perpetually maintained by any party or parties that have an ownership interest in the open space. Initially, the responsible party shall be Developer and thereafter the

responsible party shall be any association of co-owners responsible for the portion of the Property in which the one or more of the Easement Areas are located (each an “Association”). The Easement Areas shall be maintained and repaired in the condition required by the final approved site plan, and as depicted on Exhibit D – Open Space Maintenance Plan, attached hereto, including but not limited to maintenance of landscaped areas and amenities, if any, therein. Once the master deed for the condominium project is recorded and the association of co-owners is incorporated to own and operate the condominium project including the dedicated Easement Areas, and it shall also be the association’s responsibility to maintain and repair the Easement Areas

4. This Open Space Preservation Easement does not grant or convey to City, or any member of the general public, any right of ownership, possession or use of the Easement Area, except that, upon reasonable written notice to Developer, City and its authorized employees and agents (collectively, "City's Representatives") may enter upon and inspect the Easement Area to determine whether the Easement Area is being maintained in compliance with the terms of this Open Space Preservation Easement.

5. The Easement Areas consist mainly of undeveloped wooded areas, lawn areas, utilities, and storm sewer. The open space areas (except the utilities, and storm sewer) shall remain perpetually in their natural undeveloped state. The Easement Areas shall be carefully inspected on a weekly basis by the Association. The Association shall immediately remove any garbage and debris that is found in the Easement Areas. The Association shall hire a professional landscaping company to mow the lawn areas. The lawn shall be maintained in accordance with all City Ordinances and shall be cut at a minimum on a weekly basis (or more often if necessary) during the appropriate seasons when the lawn will be growing.

6. In the event that the Developer or the successor Association shall at any time fail to carry out the responsibilities specified within this Open Space Preservation Easement and/or fail to preserve and/or maintain the open space areas in reasonable order and condition or such that it becomes a public nuisance, the City may serve written notice upon the responsible Developer or Association setting forth the deficiencies in maintenance and/or

preservation. Notice shall also set forth a demand that the deficiencies be cured within a stated reasonable time period. If the identified deficiencies are not timely cured administratively, the City may issue citations for violation of any City Code. If the deficiency concerns any provision of this Open Space Preservation Easement then, after a reasonable time allowed for curing any deficiencies, a hearing may be held before the City Council, or such other Council, body or official delegated by the City Council, for the purpose of allowing the responsible Developer or Association to be heard as to why the City should not proceed with the maintenance and/or preservation which has not been undertaken. At the hearing, the time for curing the deficiencies and the hearing itself may be extended and/or continued to a date certain. If, following the hearing, the City Council, or other body or official, designated to conduct the hearing, shall determine that maintenance and/or preservation have not been undertaken within the time specified in the notice, the City shall have the power and authority but not the obligation to enter upon the Property, or cause its agents or contractors to enter upon the Property and perform such maintenance and/or preservation as reasonably found by the City to be appropriate. The cost and expense of making and financing such maintenance and/or preservation including the cost of notices by the City and reasonable legal fees incurred by the City, plus an administrative fee in the amount of 25% of the total of all costs and expenses incurred, shall be paid by the responsible Developer or Association, and such amount shall constitute a lien on an equal pro rata basis as to all of the units of the condominium within which the Easement Areas are located. In the event one or more of the affected Easement Areas are not located within a condominium, the lien shall be against the portion of the Property in which the Easement Area is located. The City may require the payment of such monies prior to the commencement of work. If Developer or Association has not paid the billed costs and expenses within 30 days all unpaid amounts may be placed on the delinquent tax roll of the City, pro rata, as to each unit, and shall accrue interest and penalties, and shall be collected as, and shall be deemed delinquent real property taxes, according to the laws made and provided for the collection of delinquent real property taxes. In the discretion of the City, such costs and expenses may be collected by suit initiated against the responsible Developer/Association, and, in such event, the responsible Developer/Association shall pay all court

costs and reasonable attorney fees incurred by the City in connection with such suit.

7. This Open Space Preservation Easement has been made and given for a consideration of a value less than One Hundred ($100.00) Dollars, and, accordingly, is (i) exempt from the State Transfer Tax, pursuant to MCL 207.526(6)(a); MSA 7.456(26)(2) and (ii) exempt from the County Transfer Tax, pursuant to MCL 207.505(a); MSA 7.456(5)(a).

8. This Open Space Preservation Easement shall be recorded with the Oakland County Register of Deeds. Golden Homes, Inc. shall be responsible for recordation of this Agreement including all costs and applicable fees.

DEVELOPER

GOLDEN HOMES, INC.,
a Michigan corporation

By: _____
Salvatore DiMercurio, President

STATE OF _____)
) ss.
COUNTY OF _____)

The foregoing instrument was acknowledged before me this ___ day of _____, 2026, by Salvatore DiMercurio, President of Golden Homes, Inc., a Michigan corporation, on its behalf.

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

[SIGNATURES CONTINUE ON NEXT PAGE]

CITY
CITY OF TROY,
a Michigan municipality

By: _____
ETHAN BAKER
Its: Mayor

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by ETHAN BAKER, Mayor of the City of Troy, a Michigan municipal corporation, on behalf of the City of Troy.

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

By: _____
M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026, by M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the City of Troy.

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

When Recorded Return To:

Mark J. Abdo, Esq.
12900 Hall Road, Suite 403
Sterling Heights, Michigan 48313
Office Telephone number: (586) 412-1900

EXHIBIT A - LEGAL DESCRIPTION

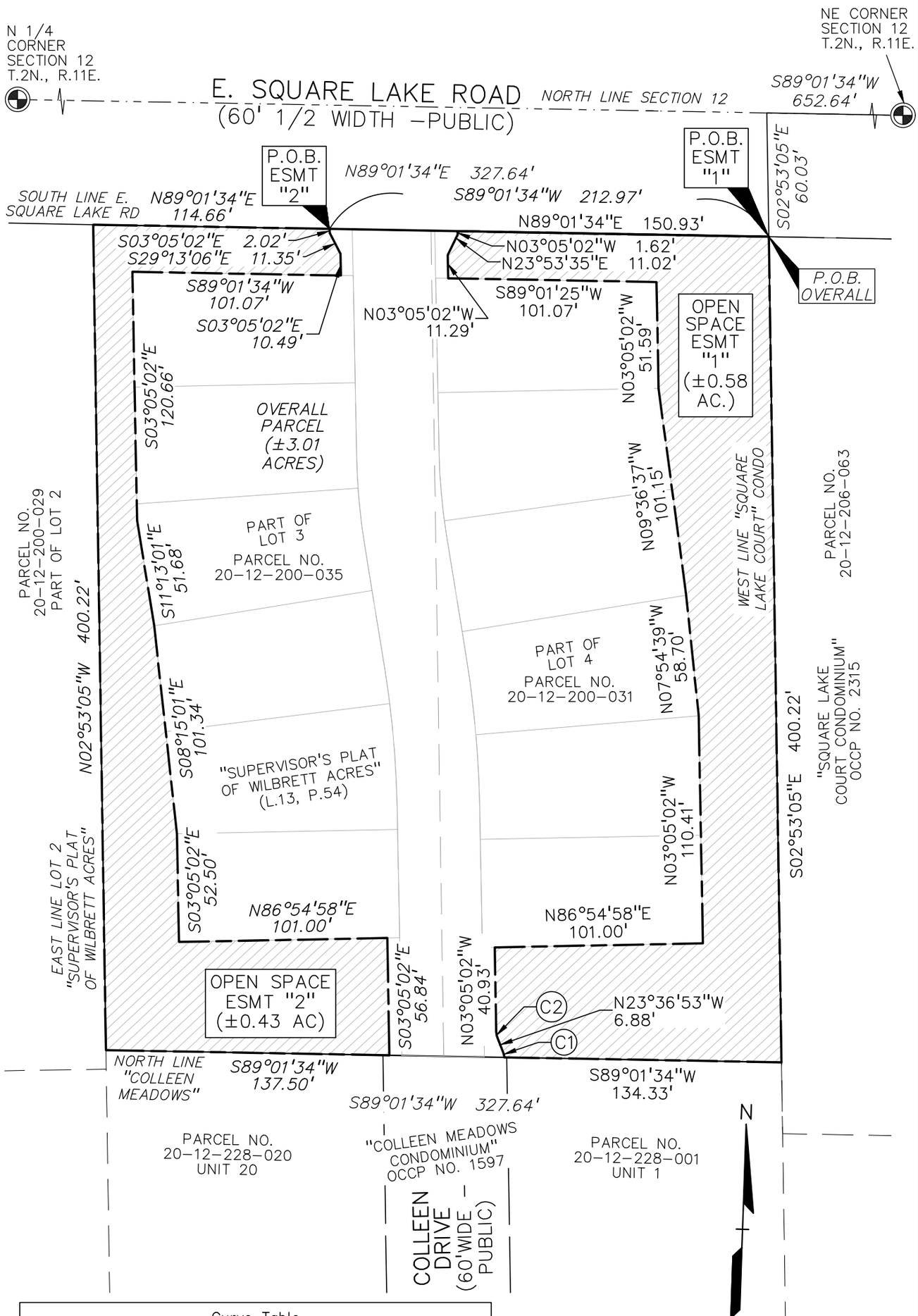
LEGAL DESCRIPTION (Per PEA Group)

OVERALL PARCEL

A parcel of land situated in the Northeast 1/4 of Section 12, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, described as being the North 400 feet of Lots 3 and 4 of "Supervisor's Plat of Wilbrett Acres" as recorded in Liber 13, Page 54, Oakland County Records, being more particularly described as:

Commencing at the Northeast corner of said Section 12;
thence along the north line of said Section 12, S89°01'34"W, 652.64 feet to the extension of the west line of "Square Lake Court" Oakland County Condominium Plan No. 2315, as recorded in Liber 54831, Page 308, Oakland County Records;
thence along said extension, S02°53'05"E, 60.03 feet to the south line of Square Lake Road (60' half width) and the POINT OF BEGINNING;
thence along said west line, S02°53'05"E, 400.22 feet to the north line of "Colleen Meadows", Oakland County Condominium Plan No. 1597, as recorded in Liber 31686, Page 126;
thence along said north line, S89°01'34"W, 327.64 feet to the east line of Lot 2 of said "Supervisor's Plat of Wilbrett Acres";
thence along said east line, N02°53'05"W, 400.22 feet to the aforementioned south line of Square Lake Road;
thence along said south line, N89°01'34"E, 327.64 feet to the aforementioned west line of said "Square Lake Court" Condominium and the POINT OF BEGINNING.
Containing 3.01 acres of land, more or less.

EXHIBIT B - SKETCH OF OPEN SPACE EASEMENTS



Curve Table					
Curve #	Length	Radius	Delta	CH. BRG.	Chord
C1	2.97'	16.00'	10°38'38"	N18°17'34"W	2.97'
C2	3.22'	9.00'	20°31'51"	N13°20'58"W	3.21'

GOLDEN HOMES
48661 HAYES ROAD
SHELBY TWP, MI

0 30 60
SCALE: 1" = 60'

SHEET 2 OF 4
JUNE 7, 2023
21-0627

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0627 COLLEEN DRIVE - TROY\DWG\CONSTRUCTION\EXHIBITS\21-0627-ESMT-OPEN SPACE.dwg KMB

EXHIBIT B - LEGAL DESCRIPTIONS

LEGAL DESCRIPTION (Per PEA Group)

VARIABLE WIDTH OPEN SPACE EASEMENT "1"

A variable width open space easement over part of Lots 3 and 4 of "Supervisor's Plat of Wilbrett Acres" as recorded in Liber 13, Page 54, Oakland County Records, also being part of the Northeast 1/4 of Section 12, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Northeast corner of said Section 12;
thence along the north line of said Section 12, S89°01'34"W, 652.64 feet to the extension of the west line of "Square Lake Court" Oakland County Condominium Plan No. 2315, as recorded in Liber 54831, Page 308, Oakland County Records;
thence along said extension, S02°53'05"E, 60.03 feet to the south line of Square Lake Road (60' half width) to the POINT OF BEGINNING;
thence along said west line, S02°53'05"E, 400.22 feet to the north line of "Colleen Meadows", Oakland County Condominium Plan No. 1597, as recorded in Liber 31686, Page 126;
thence along said north line, S89°01'34"W, 134.33 feet;
thence 2.97 feet along an arc of a curve to the left, having a radius of 16.00 feet and a chord that bears N18°17'34"W, 2.97 feet;
thence N23°36'53"W, 6.88 feet;
thence 3.22 feet along an arc of a curve to the right, having a radius of 9.00 feet and a chord that bears N13°20'58"W, 3.21 feet;
thence N03°05'02"W, 40.93 feet;
thence N86°54'58"E, 101.00 feet;
thence N03°05'02"W, 110.41 feet;
thence N07°54'39"W, 58.70 feet;
thence N09°36'37"W, 101.15 feet;
thence N03°05'02"W, 51.59 feet;
thence S89°01'25"W, 101.07 feet;
thence N03°05'02"W, 11.29 feet;
thence N23°53'35"E, 11.02 feet;
thence N03°05'02"W, 1.62 feet to the aforementioned south line of E. Square Lake Road;
thence along said south line, N89°01'34"E, 150.93 feet to the aforementioned west line of "Square Lake Court Condominium" and the POINT OF BEGINNING.
Containing 0.58 acres of land, more or less.

LEGAL DESCRIPTION
(Per PEA Group)

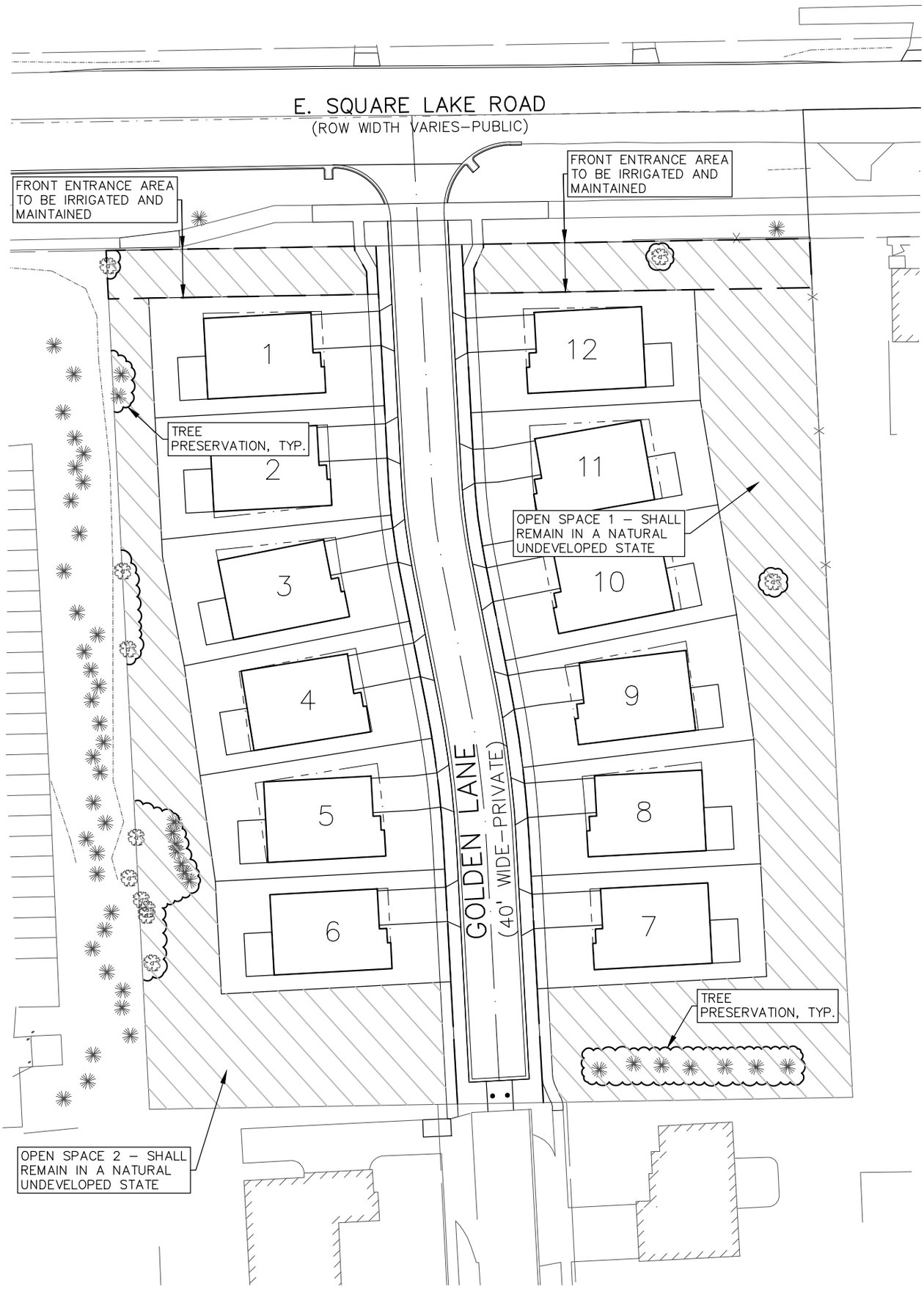
VARIABLE WIDTH OPEN SPACE EASEMENT "2"

A variable width open space easement over part of Lots 3 and 4 of "Supervisor's Plat of Wilbrett Acres" as recorded in Liber 13, Page 54, Oakland County Records, also being part of the Northeast 1/4 of Section 12, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, said easement being more particularly described as:

Commencing at the Northeast corner of said Section 12;
thence along the north line of said Section 12, S89°01'34"W, 652.64 feet to the extension of the west line of "Square Lake Court" Oakland County Condominium Plan No. 2315, as recorded in Liber 54831, Page 308, Oakland County Records;
thence along said extension, S02°53'05"E, 60.03 feet to the south line of Square Lake Road (60' half width);
thence along said south line, S89°01'34"W, 212.97 feet to the POINT OF BEGINNING;
thence S03°05'02"E, 2.02 feet;
thence S29°13'06"E, 11.35 feet;
thence S03°05'02"E, 10.49 feet;
thence S89°01'34"W, 101.07 feet;
thence S03°05'02"E, 120.66 feet;
thence S11°13'01"E, 51.68 feet;
thence S08°15'01"E, 101.34 feet;
thence S03°05'02"E, 52.50 feet;
thence N86°54'58"E, 101.00 feet;
thence S03°05'02"E, 56.84 feet to the north line of "Colleen Meadows", Oakland County Condominium Plan No. 1597, as recorded in Liber 31686, Page 126;
thence along said north line, S89°01'34"W, 137.50 feet to the east line of Lot 2 of said "Supervisor's Plat of Wilbrett Acres";
thence along said east line, N02°53'05"W, 400.22 feet to the aforementioned south line of E. Square Lake Road;
thence along said south line, N89°01'34"E, 114.66 feet to the POINT OF BEGINNING.
Containing 0.43 acres of land, more or less.

PEA GROUP
t: 844.813.2949
www.peagroup.com

EXHIBIT C - NATURAL FEATURES PLAN



GOLDEN HOMES
48661 HAYES ROAD
SHELBY TWP, MI

N

0 30 60

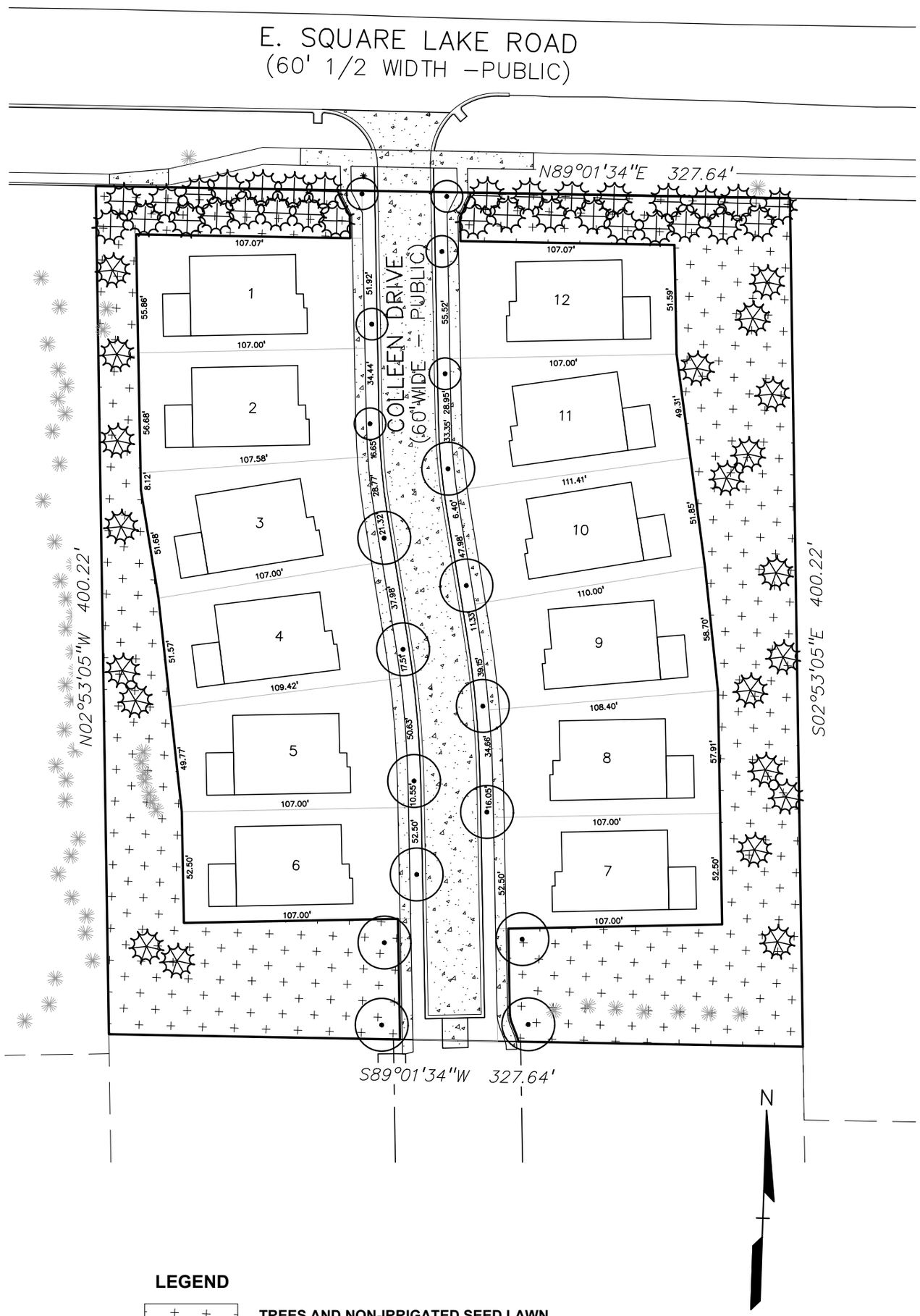
SCALE: 1" = 60'

SHEET 4 OF 4
JUNE 7, 2023
2021-0627

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0627 COLLEEN DRIVE - TROY\DWG\CONSTRUCTION\EXHIBITS\EXHIBIT C-210627.dwg PLOT DATE:6/7/2023 BY:Kyle Buchner

EXHIBIT D
OPEN SPACE MAINTENANCE PLAN



LEGEND

TREES AND NON-IRRIGATED SEED LAWN
- PROTECT TREES AND MOW GRASS

GOLDEN HOMES
48661 HAYES ROAD
SHELBY TWP, MI

0 30 60
SCALE: 1" = 60'

MARCH 3, 2026
21-0627

PEA GROUP
t: 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0627 COLLEEN DRIVE - TROY\DWG\CONSTRUCTION\OPEN SPACE MAINTENANCE PLAN\21-0627-OPEN SPACE.dwg EH

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.12.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finally, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Approval of a Stormwater Management Operations and Maintenance Agreement, Oakwood Veneer Properties, LLC, Sidwell #88-20-26-326-011

History:

Oakwood Veneer Properties, LLC, has submitted plans for improvements to their property to include improvements to the existing detention pond and storm drains, and a new recessed dock.

Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a Stormwater Management Operations and Maintenance Agreement with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater and underground detention system on the property.

Financial

There is no financial consideration for this item.

Recommendation

City Management recommends that City Council approve the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review

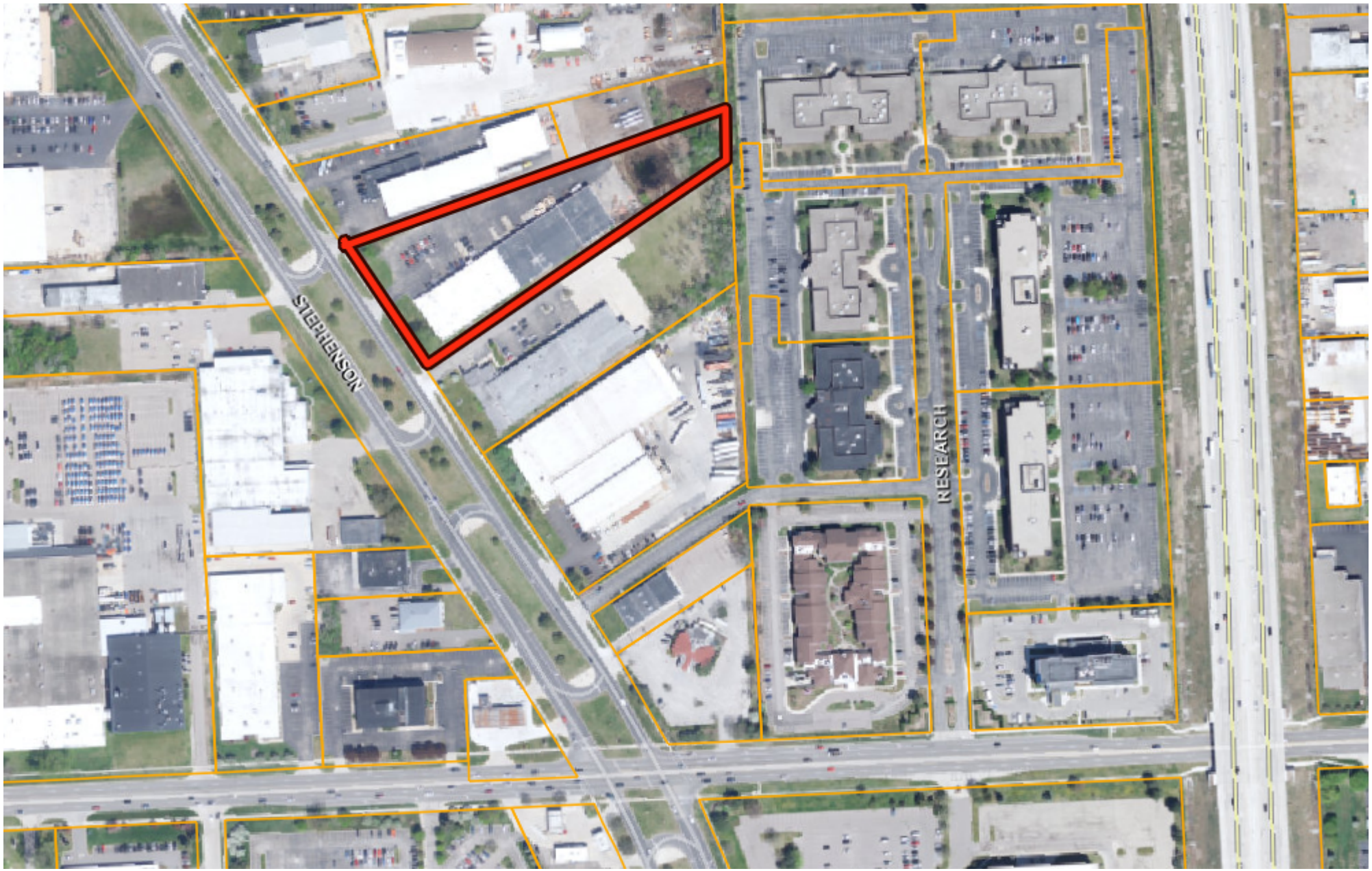
This item was submitted to the City Attorney for review pursuant to City Charter Section 3.17.

Suggested Resolution:
RESOLVED, That Troy City Council hereby **APPROVES** a *Stormwater Management Operations and Maintenance Agreement* between the City of Troy and Oakwood Veneer Properties, LLC outlining a plan to install, maintain, and operate a private stormwater detention system on the properties owned by Oakwood Veneer Properties, LLC, and identified by Sidwell #88-20-26-326-011.

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

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

GIS Online



0 400 800 ft

Print Date: 6/3/2026

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.

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on May 19, 2026, by and between Oakwood Veneer ~~Company~~ Properties, LLC a Michigan ~~corporation~~ limited liability company, whose address is 1830 Stephenson Hwy, Troy, MI 48083 (hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as 1830 Stephenson Hwy, Troy MI 48083 (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A***.

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B***.

2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the City of Troy.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property.
The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Oakwood Veneer ~~Company~~ Properties, LLC
a Michigan limited liability company

By: Peter L. Rodgers
*Peter L. Rodgers
Its: President
5-19-26

STATE OF MICHIGAN)
)ss.
Oakland COUNTY)

The foregoing instrument was acknowledged before me on this 19th day of May, 2026, by Peter Rodgers, President of Oakwood Veneer Properties, LLC, a Michigan Limited Liability company on behalf of the company.

Mary G Cwiertak
Notary Public of Michigan
Macomb County
Expires 05/11/2027
Acting in the County of Oakland

Mary G Cwiertak
*
Notary Public, Macomb County, Michigan
My Commission Expires 5/11/2027
Acting in Oakland County, Michigan

[SIGNATURES AND ACKNOWLDEGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

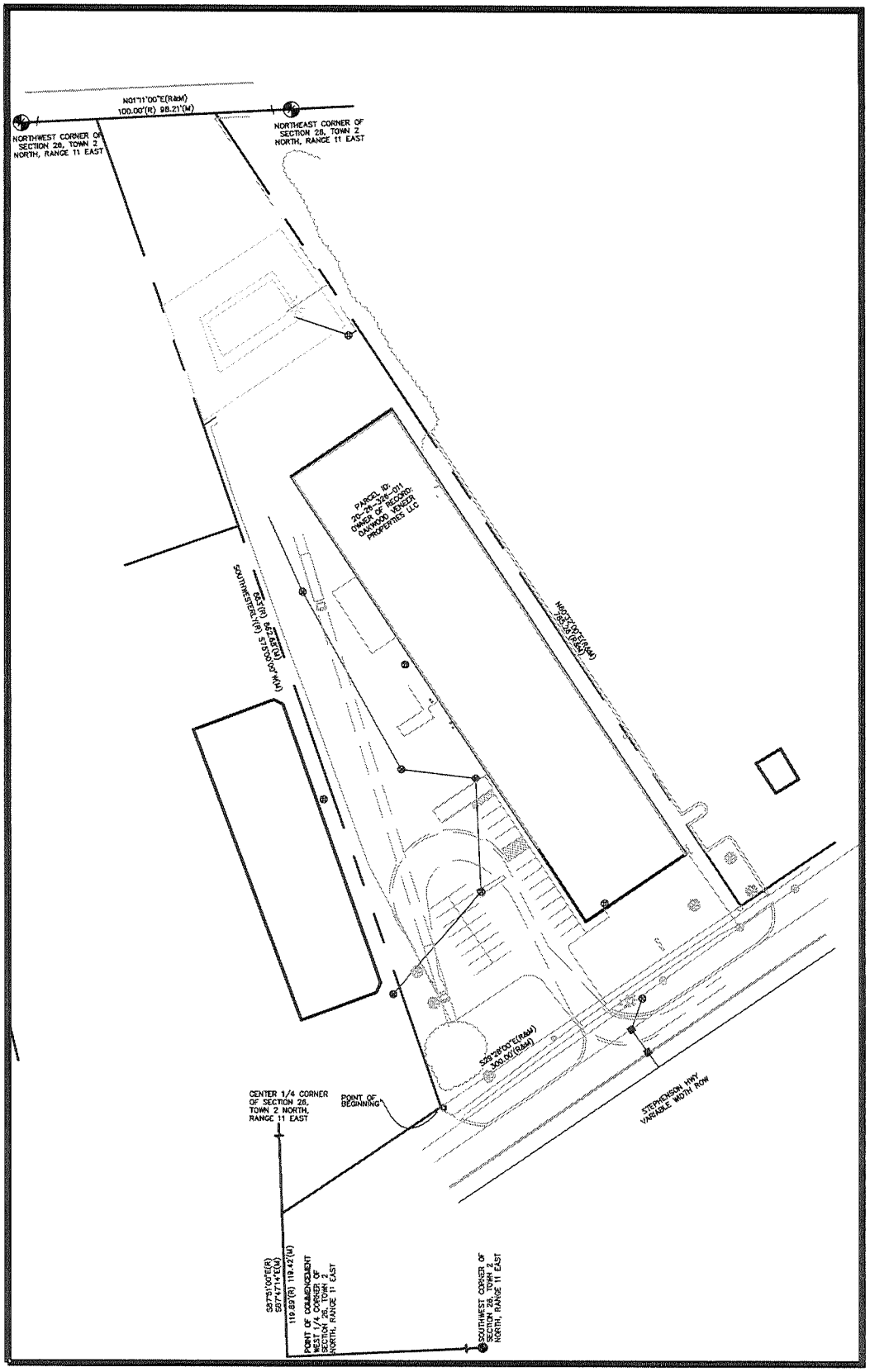
The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
*_____
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

Prepared by:
_____
_____
_____

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT A
PROPERTY SKETCH



B R ⓘ
Beckett&Raeder
Landscape Architecture Planning, Engineering & Environmental Services

Beckett & Raeder, Inc.
535 West Williams, Suite 101
Ann Arbor, MI 48103

734.663.2622 ph
734.663.6759 fx

Prepared For
Oakwood Veneer Warehouse

Scale 1" = 100'

Date 01.21.2026

Drawn:SP
Approved:KE

City of Troy Project No. 25.921.3

Sheet 1 of 2

EXHIBIT A
PROPERTY DESCRIPTION

LEGAL DESCRIPTION (PARCEL 20-26-326-011)

BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 02 NORTH, RANGE 11 EASE. COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE SOUTH 87 DEGREES 51 MINUTES 00 SECONDS EAST 119.89 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST 1569.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST 300 FEET; THENCE NORTH 60 DEGREES 32 MINUTES 00 SECONDS EAST 785.27 FEET; THENCE NORTH 01 DEGREES 11 MINUTES 00 SECONDS EAST 100 FEET; THENCE SOUTHWESTER 863 FEET TO THE POINT OF BEGINNING.

B R ⓘ
Beckett&Raeder
Landscape Architecture
Planning, Engineering &
Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734 663.2622 ph
734 663.6759 fx

Prepared For
Oakwood Veneer
Warehouse

Scale 1" = 100'

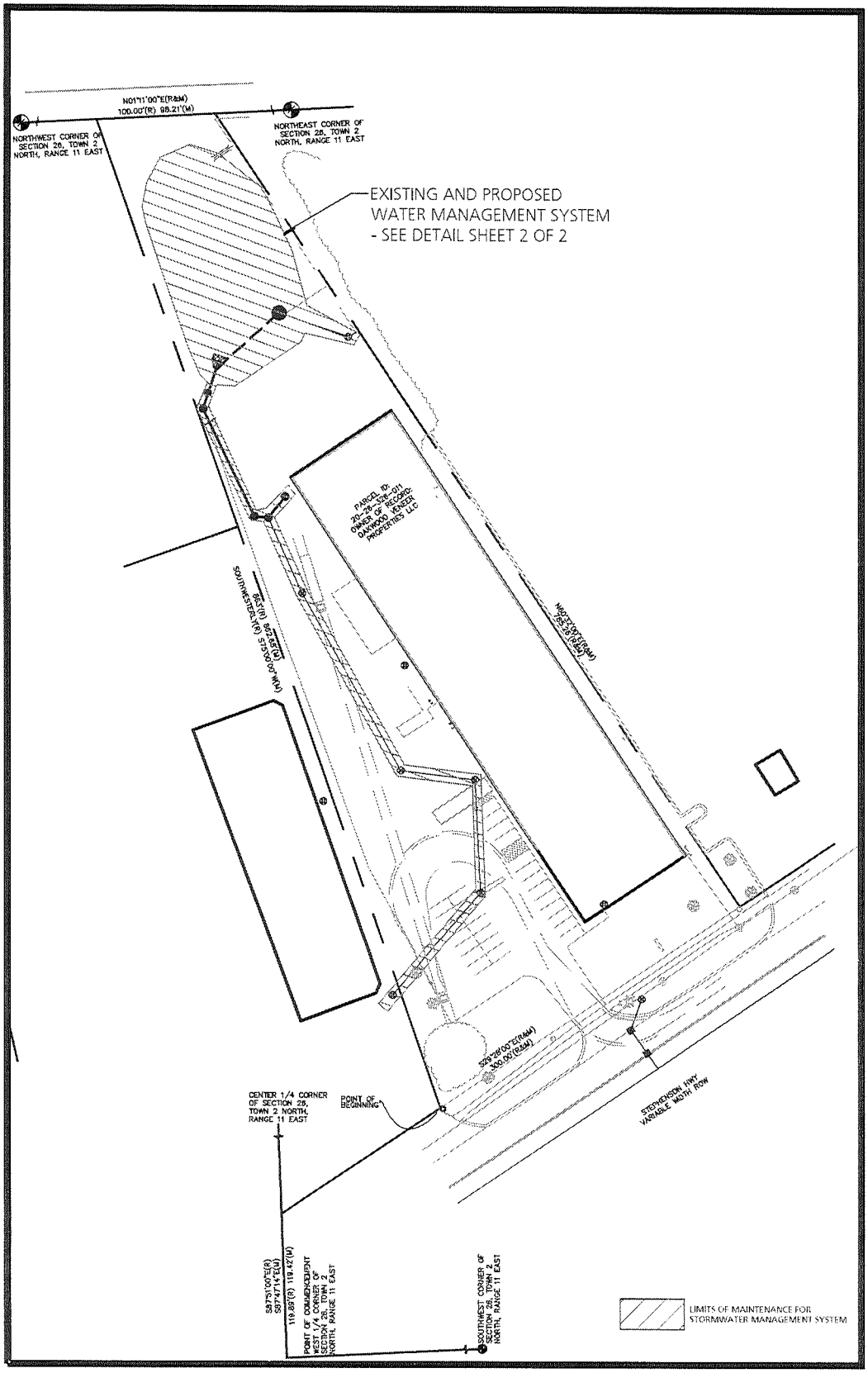
Date
01.21.2026

Drawn:SP
Approved:KE

City of Troy Project No.
25.921.3

Sheet
2 of 2

EXHIBIT B
OVERALL STORMWATER MANAGEMENT SYSTEM SKETCH



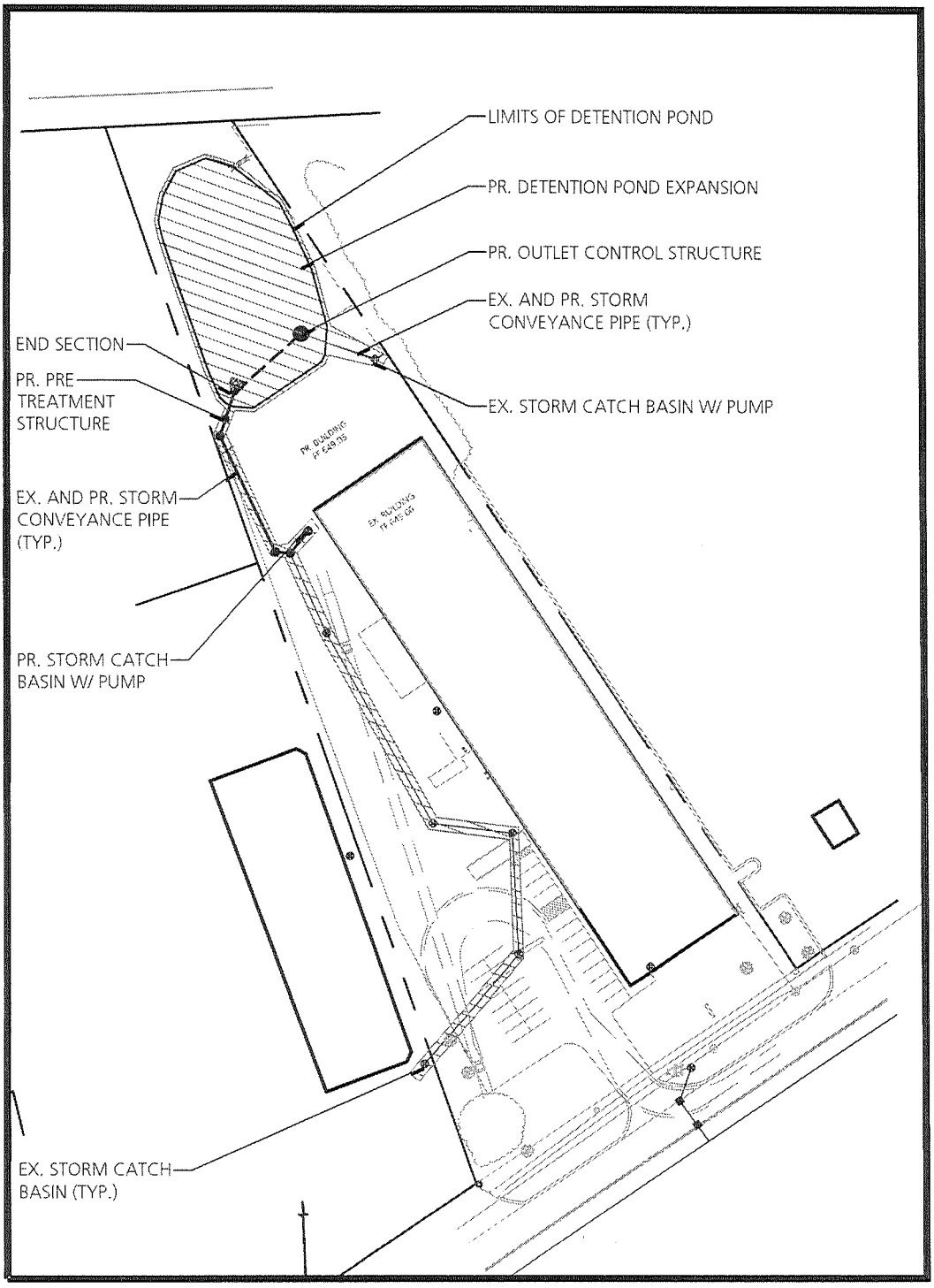
B R ⓘ
Beckett&Raeder
Landscape Architecture
Planning, Engineering &
Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103

734.663.2622 ph
734.663.6759 fx

Prepared For		Date	Drawn:SP	City of Troy Project No.	Sheet
Oakwood Veneer Warehouse	Scale 1" = 100'	01.21.2026	Approved:KE	25.921.3	1 of 2

EXHIBIT B
STORMWATER MANAGEMENT SYSTEM DETAIL SKETCH



Beckett&Raeder
Landscape Architecture Planning Engineering & Environmental Services

Beckett & Raeder, Inc.
535 West William, Suite 101
Ann Arbor, MI 48103
734.663.2622 ph
734.663.6759 fx

Prepared For: Oakwood Veneer Warehouse | Scale 1" = 100' | Date: 01.21.2026 | Drawn: SP | Approved: KE | City of Troy Project No. 25.921.3 | Sheet 2 of 2

EXHIBIT "C"

OPERATIONS AND MAINTENANCE MANUAL

OAKWOOD VENEER PROPERTIES, LLC – 1830 STEPHENSON HIGHWAY, TROY, MI 48083

PARCEL I.D. 20-26-326-011

STORMWATER MAINTENANCE PLAN

PROPERTY OWNER:

OAKWOOD VENEET PROPERTIES, LLC

1830 STEPHENSON HIGHWAY, TROY, MI 48083

Prepared by:

Straub Pettitt Mann Architecture

850 N. Crooks Rd. Suite 200

Clawson, MI 48017

Phone: (248) 658-7777

Contact: Richard Mann, AIA

February 25, 2026

OPERATION AND MAINTENANCE MANUAL

INTRODUCTION:

This manual identifies the ownership, operation and maintenance responsibilities for all storm water management systems including the storm drain conveyance system, restricted outlet, bio-retention/swale, parking lot surface ponding, and landscaping as incorporated into and detailed on the approved Construction Plans as Prepared by Beckett & Raeder, Inc. In order to comply with the local best management practices (BMP) requirements, this manual should serve as a minimum performance standard. This manual should be retained intact and read in its entirety by all parties responsible for the operations and maintenance of the on-site BMP's.

OWNER:

Oakwood Veneer Properties, LLC

1830 Stephenson Hwy, Troy, MI 48083

PROPERTY INFORMATION:

This Operations and Maintenance Manual covers the storm water systems located at the following subject property:

Parcel I.D. 20-26-326-011

A PARCEL OF LAND LYING IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, AS DESCRIBED AS FOLLOWS:

BEING A PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWNSHIP 02 NORTH, RANGE 11 EAST, COMMENCING AT THE WEST 1/4 CORNER OF SAID SECTION 26, THENCE SOUTH 87 DEGREES 51 MINUTES 00 SECONDS EAST 119.89 FEET; THENCE SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST 1569.48 FEET TO THE POINT OF BEGINNING; THENCE SOUTH 29 DEGREES 28 MINUTES 00 SECONDS EAST 300 FEET; THENCE NORTH 60 DEGREES 32 MINUTES 00 SECONDS EAST 785.27 FEET; THENCE NORTH 01 DEGREES 11 MINUTES OO SECONDS EAST 100 FEET; THENCE SOUTHWESTERLY 863 FEET TO THE POINT OF BEGINNING.

STORMWATER MAINTENANCE EXHIBIT:

Exhibit "B" of the Storm Water Maintenance Agreement is the Storm Water System which provides a clear presentation of all components of the storm water system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

- Storm Sewer Pipes
- Storm Sewer Collection System and Structures (swales, manholes, inlets, catch basins, etc.)
- Outlet Control Structure

INSPECTIONS:

The frequency of system inspections outlined in the manual and attached exhibits should be considered the minimum, if no events warrant additional inspections. The frequency of inspections should be fine-tuned over time as system specific conditions are better known and the rate at which certain maintenance operations need to be performed is better understood. Maintenance Inspection Checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending on the component being inspected. Operation of the system and outlet control structures may need, at some point in the life of the system, to be inspected by a practicing civil engineer familiar with their operation.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner and kept for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division. The records should include this manual, all inspection sheets, approved construction plans and as-built documents, a maintenance log of work performed to the system(s) and contact information for the system inspector.

STORM WATER SYSTEM MAINTENANCE:

Regular inspection and maintenance to BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions, as long as the land use they serve exists. Failure to maintain these systems can create the following adverse impacts:

- Increased pollutants to surrounding surface water features.
- Potential property damage resulting from excessive flooding.
- Potential loss of life or property resulting from catastrophic failure of the facility.
- Aesthetic or nuisance conditions, such as mosquitos or reduced property values due to a degraded facility appearance.

Most of the impacts can be avoided though proper and timely inspection and maintenance. A major concern associated with these impacts is the general public's expectations related to the quality of life provided, in part, by construction of these systems. Inadequate maintenance means the general public may have a false sense of security. The most common cause of stormwater system failure is the lack of adequate and proper operation, inspection, maintenance, and management.

Good design and construction can reduce subsequent maintenance needs and costs, but they cannot eliminate the need for maintenance altogether. Maintenance requires a long term commitment of time, money, personnel, and equipment. Monitoring the overall performance of the stormwater management system is a major aspect of any maintenance program.

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Troy reserves the right to enter properly and perform all necessary work at the property owner's cost. Refer to the *Stormwater Management Operations and Maintenance Agreement* for additional details.

General Maintenance Items:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces provides a more attractive appearance and removes accumulations of sediment and trash that tend to migrate into stormwater management systems during rainfall events. Parking lot sweeping should be performed as necessary to limit sediment and trash build-up.

Grass Mowing:

Mowing requirements at a facility should be designed to the specific site conditions, grass types and seasonal variations in climate. Grassed areas require periodic fertilization, de-thatching and soil conditioning in order to maintain healthy growth. Provisions will need to be made to reseed and reestablish grass cover in areas damaged by sediment accumulation, stormwater flow, erosion or other causes. Dead turf will need to be replaced or reseeded after being discovered. Inspection of the grass areas and other landscaping features should be made annually.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed prior to parking lot sweeping, but not less than quarterly. Removal of these items will prevent damage to vegetated areas and eliminate their potential to inhibit the operation of any of the stormwater management systems. Sediment, debris, and trash that are removed and collected should be disposed of according to local, State and Federal regulations at suitable disposal and/or recycling centers.

Stormwater System Maintenance Items:

The following narratives give an overview of the maintenance requirements of the different components of the stormwater system. The inspection checklists attached to this manual offer a more complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

Storm Sewer, Structures, and Sedimentation Control Structures:

Catch basins, inlets, outlet control structures, flow control manholes, and storm sewer pipes should be inspected to check for sediment accumulation and clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during a rain event to ensure their proper operation. Accumulated sediment and debris should be removed as needed by observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment, or settlement of structures. A civil engineer should be retained if problems are thought to exist.

Exhibit "C"

Stormwater Management System Maintenance Plan & Schedule

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE						
MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS	Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Dock Sump Pump	Outlet Control Structures & Outlet Pipe	Pavement Areas	FREQUENCY
Monitoring/Inspections						
Inspect for Sediment Accumulation/Clogging		X	X	X		Every Two Years
Inspect for Floatables, Dead Vegetation & Debris		X	X	X		Every Two Years
Inspect for Erosion and Integrity of System		X	X	X		Every Two Years
Inspect Components During Wet Weather & Compare to As-Built Plans		X	X	X		Every Two Years
Ensure Maintenance Access Remains Clear/Open		X	X	X		Annually
Preventative Maintenance						
Remove Accumulated Sediments		X	X	X		As Needed
Remove Floatables, Dead Vegetation & Debris		X	X	X		As Needed
Maintain Vegetation Growth and Prevent Invasive Species						As Needed
Sweeping of Paved Surfaces					X	As Needed
Remedial Actions						
Repair/Stabilize Areas of Erosion		X				As Needed
Structural Repairs		X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Prop Functioning		X	X	X	X	As Needed

PROPERTY OWNER:
Oakwood Veneer Properties, LLC
1830 Stephenson Hwy
Troy, MI 48083

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.13.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of Two Permanent Easements and Approval of a Stormwater Management Operations and Maintenance Agreement, Troy KS Development, LLC, Sidwell #88-20-28-103-001, -004, -005, -006 and -007

History

Troy KS Development, LLC, owner of the properties having Sidwell #88-20-20-28-103-001,-004, -005, -006 and -007 has undergone significant renovation and expansion at the southeast corner of Crooks and Big Beaver roads. Retail buildings have been built and, to accommodate the expansion, the public utilities, storm water and detention systems have been redesigned.

The City received two permanent easements for water mains and sanitary sewers as part of this expansion project.

Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a Stormwater Management Operations and Maintenance Agreement with the City of Troy. This Agreement outlines a plan to install, maintain, and operate the private stormwater system and underground detention facility on the property.

At the onset of a new development or project, the property owners execute a Stormwater Management Operations and Maintenance Agreement, but it's not sent to City Council for approval until after the actual construction of the stormwater facilities, which are now complete.

Financial

The consideration amount on each easement document is $1.00. There are no financial considerations with the Agreement.

Recommendation

City Management recommends that City Council approve the *Stormwater Management Operations and Maintenance Agreement*.

Legal Review

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

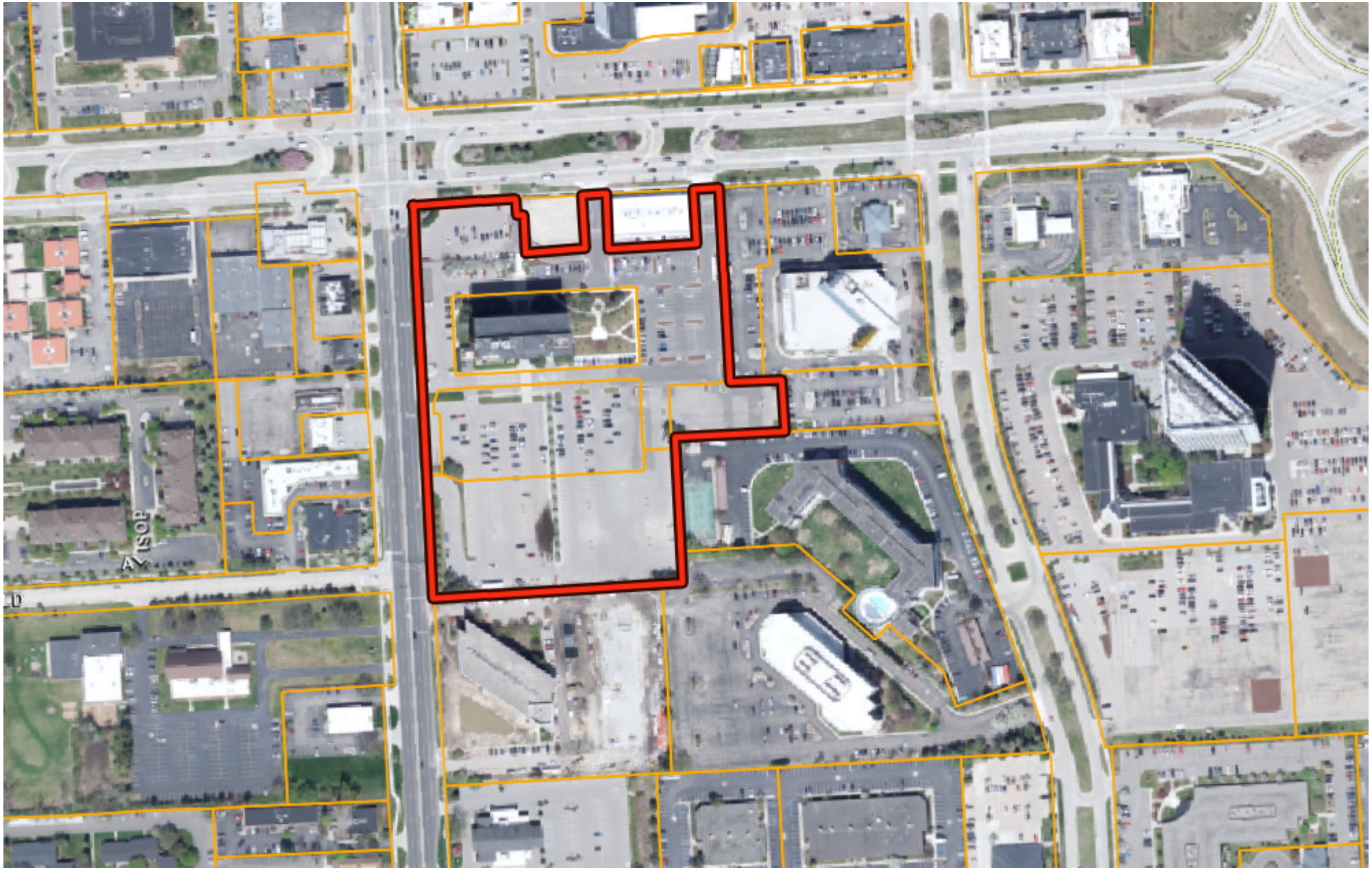
Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for water mains and sanitary sewers from Troy KS Development, LLC, owner of the properties having Sidwell #88-20-28-103-001, -004, -005, -006 and -007.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Troy KS Development, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the properties owned by Troy KS Development, LLC, and identified by Sidwell #88-20-28-103-001, -004, -005, -006 and -007.

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

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

GIS Online



0 400 800 ft

Print Date: 6/3/2026

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

PERMANENT EASEMENT

FOR SANITARY SEWERS

Sidwell #88-20-28-101-~~032 & -034~~ (pt)

Troy KS Development, LLC, a Michigan limited liability company, Grantor, whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, MI 48302 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBITS "A" and "B" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 27 day of October A.D. 2023.

Troy KS Development, LLC,
a Michigan limited liability company

By _____(L.S.)
*Jordan Jonna
Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27 day of October, 2023, by Jordan Jonna, Manager of Troy KS Development, LLC, a Michigan limited liability company, on behalf of the company.

FLORA PETROUS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07-08-2027
Acting in the County of

*

Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

PROPERTY DESCRIPTION:
SEE SHEET 2 OF 2

20' WIDE SANITARY SEWER EASEMENT DESCRIPTION:
SEE SHEET 2 OF 2

NOTE:

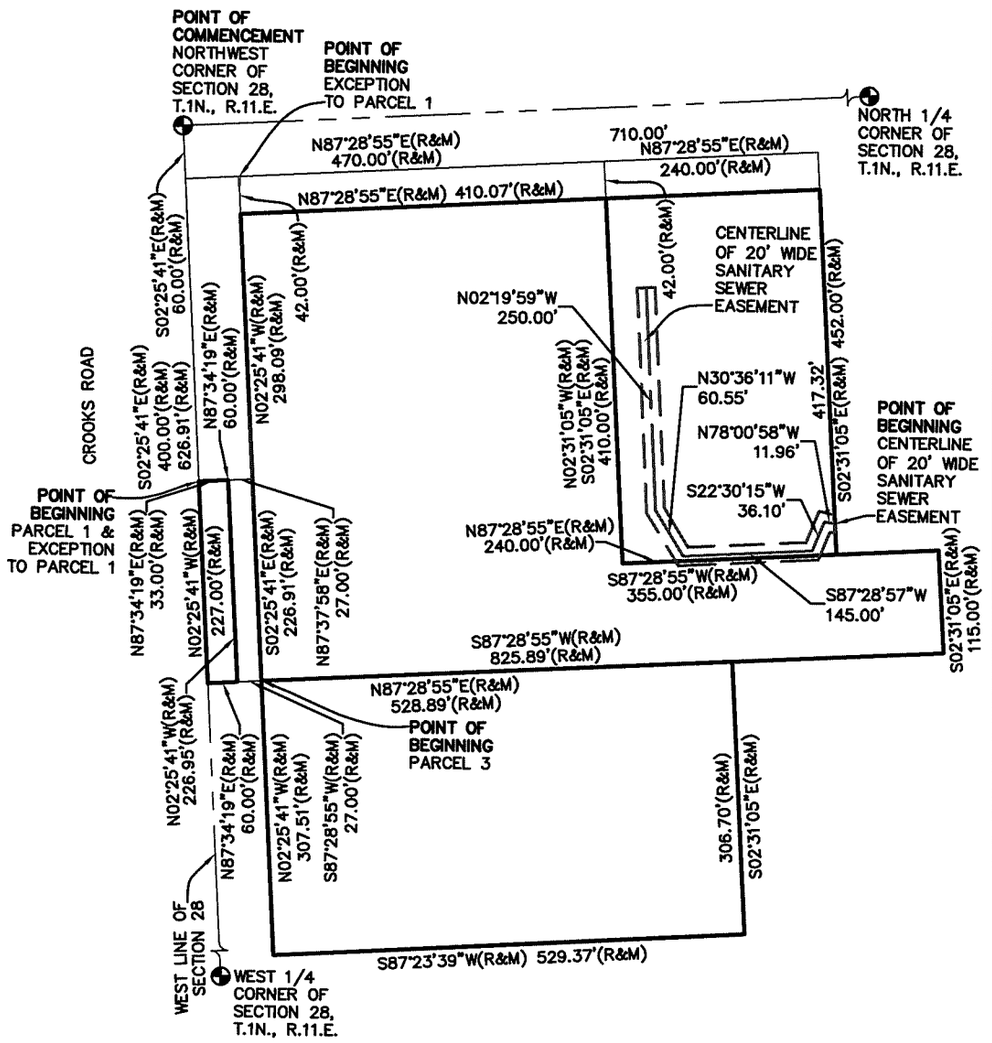
ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.

NORTH

SCALE: 1"=150'

30' 90' 150'

0' 60' 120' 300'



LEGEND

- ◉ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

REVISED 10/11/23 – PER REVIEW COMMENTS

KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES

A GROUP OF COMPANIES

Eastpointe	Detroit	Ann Arbor	Grand Blanc
(800) 295.7222	(313) 758.0677	(734) 994.0888	(888) 694.0001
FAX: (586) 772.4048	FAX: (586) 772.4048	FAX: (734) 994.0667	FAX: (810) 694.9955

www.kemtecagroupofcompanies.com

PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN	
FIELD SURVEY: N/A	DATE: OCTOBER 05, 2023
DRAWN BY: JDM	SHEET: 1 OF 2
SCALE: 1" = 150'	JOB NO.: 19-03820

EXHIBIT "B"

PROPERTY DESCRIPTION:

THE LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL 1:
PART OF THE NORTHWEST 1/4, SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 21 MINUTES 41 SECONDS EAST 400 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 340.09 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 410 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 452 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 355 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 115 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 825.89 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 227 FEET TO BEGINNING, EXCEPT THAT PART TAKEN FOR BIG BEAVER ROAD DESCRIBED AS BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 60 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 410 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 42 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 410.07 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 42 FEET TO BEGINNING, ALSO EXCEPT THAT PART TAKEN FOR CROOKS ROAD DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 400 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 33 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 37 MINUTES 58 SECONDS EAST 27 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 226.91 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 27 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 226.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 470 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 240 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 452 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 240 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 05 SECONDS WEST 452 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 42 FEET DEEDED FOR HIGHWAY PURPOSES, AS RECORDED IN LIBER 6029, PAGE 776, OAKLAND COUNTY RECORDS.

TOGETHER WITH THE FOLLOWING EASEMENTS:

A SIX (6) FOOT PRIVATE EASEMENT FOR SANITARY SEWER, BEING A PART OF THEE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET, NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 710 FEET AND SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 446.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 6.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 115.00 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 05 SECONDS WEST 6.00 FEET TO THE POINT OF BEGINNING.

AND A TWELVE (12) FOOT PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET, NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 710.00 FEET, SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 446.00 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 12.00 FEET; THENCE SOUTH 02 DEGREES 21 MINUTES 05 SECONDS EAST 121.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 12.00 FEET; THENCE 02 DEGREES 31 MINUTES 05 SECONDS WEST 121.00 FEET TO THE POINT OF BEGINNING.

AND A TWELVE (12) FOOT PRIVATE EASEMENT FOR PUBLIC STORM SEWER, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 2 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 470 FEET AND SOUTH 2 DEGREES 31 MINUTES 5 SECONDS EAST 452 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 228 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 12 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 5 SECONDS EAST 115 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 12 FEET; THENCE NORTH 2 DEGREES 31 MINUTES 5 SECONDS WEST 115 FEET TO THE POINT OF BEGINNING IN FAVOR OF GRANTEES PROPERTY.

PARCEL 3:
A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF CROOKS ROAD (120 FEET WIDE) DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 626.91 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 528.89 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 306.70 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST 529.37 FEET TO A POINT ON THE EAST LINE OF CROOKS ROAD; THENCE ALONG SAID EAST LINE OF CROOKS ROAD NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 307.51 FEET TO THE POINT OF BEGINNING.

20 FOOT WIDE SANITARY SEWER EASEMENT DESCRIPTION:

PART OF THE NORTHWEST 1/4, SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF A 20 FOOT WIDE SANITARY SEWER EASEMENT BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 710.00 FEET AND SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 417.32 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE NORTH 78 DEGREES 00 MINUTES 58 SECONDS WEST 11.96 FEET; THENCE SOUTH 22 DEGREES 30 MINUTES 15 SECONDS WEST 36.10 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 57 SECONDS WEST 145.00 FEET; THENCE NORTH 30 DEGREES 36 MINUTES 11 SECONDS WEST 60.55 FEET; THENCE NORTH 02 DEGREES 19 MINUTES 59 SECONDS WEST 250.00 FEET TO THE POINT OF ENDING.

REVISED 10/11/23 – PER REVIEW COMMENTS

KEM-TEC
PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
A GROUP OF COMPANIES

Eastpointe	Detroit	Ann Arbor	Grand Blanc
(800) 295.7222	(313) 758.0677	(734) 994.0888	(888) 694.0001
FAX: (586) 772.4048	FAX: (586) 772.4048	FAX: (734) 994.0667	FAX: (810) 694.9955

www.kemtecagroupofcompanies.com

PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN	
FIELD SURVEY: N/A	DATE: OCTOBER 05, 2023
DRAWN BY: JDM	SHEET: 2 OF 2
SCALE: N/A	JOB NO.: 19-03820

APPROVED

AS NOTED:
CITY OF TROY LAND SURVEYOR
DATE: 10/16/2023

PERMANENT EASEMENT
FOR WATER MAINS

Sidwell #88-20-28-101-~~032, -034 & -047~~ (pt)

Troy KS Development, LLC, a Michigan limited liability company, Grantor, whose address is 4036 Telegraph Road, Suite 201, Bloomfield Hills, MI 48302 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

SEE EXHIBITS "A" & "B" ATTACHED HERETO AND BY REFERENCE MADE A PART OF

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s) this 27 day of October A.D. 2023.

Troy KS Development, LLC,
a Michigan limited liability company

By _____(L.S.)
*Jordan Jonna
Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 27 day of October, 2023, by Jordan Jonna, Manager of Troy KS Development, LLC, a Michigan limited liability company, on behalf of the company.

FLORA PETROUS
Notary Public, State of Michigan
County of Oakland
My Commission Expires 07-03-2027
Acting in the County of

*

Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

PROPERTY DESCRIPTION:
SEE SHEET 2 OF 2

20' WIDE WATER MAIN EASEMENT DESCRIPTION:
SEE SHEET 2 OF 2

NOTE:

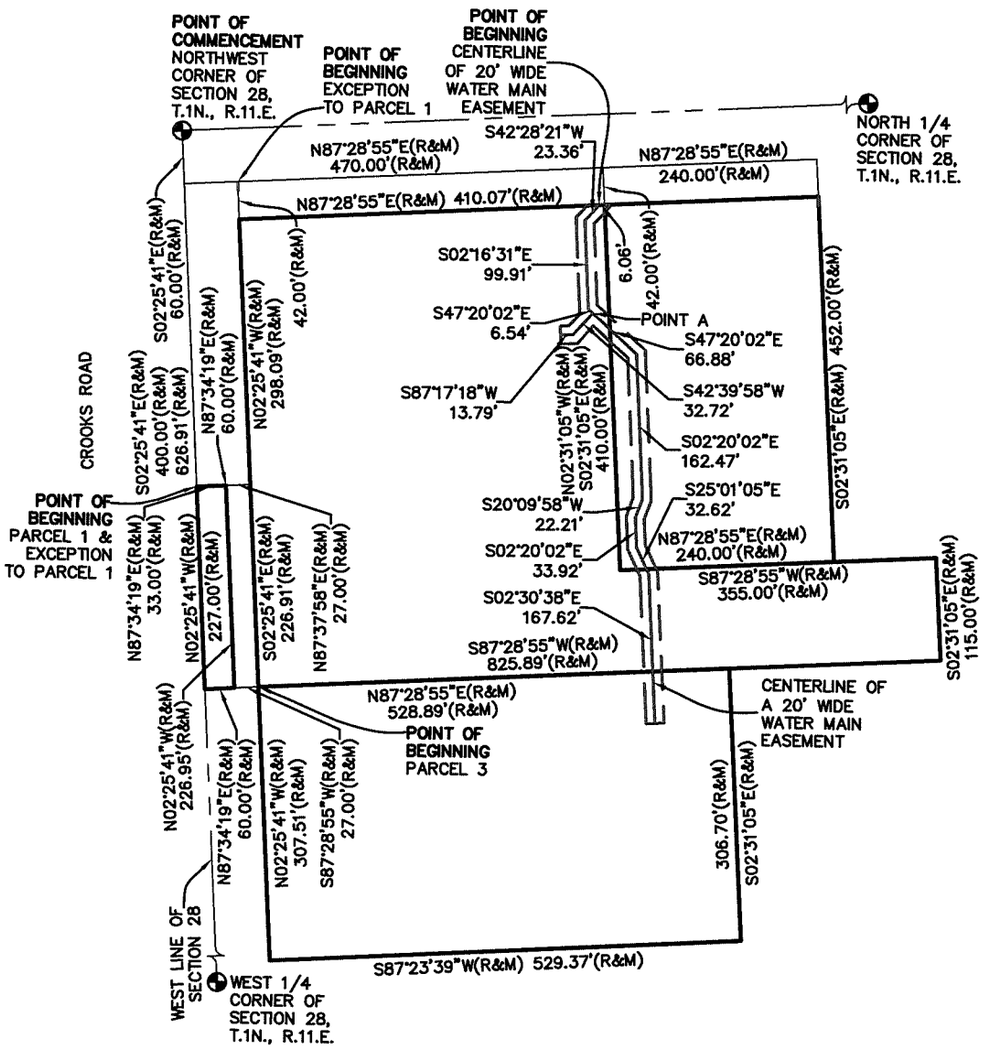
ALL PROPERTY SPLITS REQUIRE PRIOR CITY, TOWNSHIP, COUNTY, AND/OR STATE APPROVAL.

NORTH

SCALE: 1"=150'

30' 90' 150'

0' 60' 120' 300'



LEGEND

- ◉ FOUND MONUMENT (AS NOTED)
- (M) MEASURED DIMENSION
- (R) RECORD DIMENSION

REVISED 10/11/23 – PER REVIEW COMMENTS

KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
A GROUP OF COMPANIES

Eastpointe	Detroit	Ann Arbor	Grand Blanc
(800) 295.7222	(313) 758.0677	(734) 994.0888	(888) 694.0001
FAX: (586) 772.4048	FAX: (586) 772.4048	FAX: (734) 994.0667	FAX: (810) 694.9955

www.kemtecagroupofcompanies.com

PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN	
FIELD SURVEY: N/A	DATE: OCTOBER 05, 2023
DRAWN BY: JDM	SHEET: 1 OF 2
SCALE: 1" = 150'	JOB NO.: 19-03820

EXHIBIT "B"

PROPERTY DESCRIPTION:

THE LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN, IS DESCRIBED AS FOLLOWS:

PARCEL 1:
PART OF THE NORTHWEST 1/4, SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 21 MINUTES 41 SECONDS EAST 400 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 340.09 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 410 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 452 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 355 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 115 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 825.89 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 227 FEET TO BEGINNING, EXCEPT THAT PART TAKEN FOR BIG BEAVER ROAD DESCRIBED AS BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 60 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 410 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 42 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 410.07 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 42 FEET TO BEGINNING, ALSO EXCEPT THAT PART TAKEN FOR CROOKS ROAD DESCRIBED AS BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 400 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 33 FEET FROM NORTHWEST SECTION CORNER; THENCE NORTH 87 DEGREES 37 MINUTES 58 SECONDS EAST 27 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 226.91 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 27 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 226.95 FEET TO THE POINT OF BEGINNING.

PARCEL 2:
PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 470 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 240 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 452 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 240 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 05 SECONDS WEST 452 FEET TO THE POINT OF BEGINNING, EXCEPT THE NORTH 42 FEET DEEDED FOR HIGHWAY PURPOSES, AS RECORDED IN LIBER 6029, PAGE 776, OAKLAND COUNTY RECORDS.

TOGETHER WITH THE FOLLOWING EASEMENTS:

A SIX (6) FOOT PRIVATE EASEMENT FOR SANITARY SEWER, BEING A PART OF THEE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET, NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 710 FEET AND SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 446.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 6.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 115.00 FEET; THENCE NORTH 02 DEGREES 31 MINUTES 05 SECONDS WEST 6.00 FEET TO THE POINT OF BEGINNING.

AND A TWELVE (12) FOOT PRIVATE EASEMENT FOR PUBLIC SANITARY SEWER, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET, NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 710.00 FEET, SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 446.00 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 12.00 FEET; THENCE SOUTH 02 DEGREES 21 MINUTES 05 SECONDS EAST 121.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 12.00 FEET; THENCE 02 DEGREES 31 MINUTES 05 SECONDS WEST 121.00 FEET TO THE POINT OF BEGINNING.

AND A TWELVE (12) FOOT PRIVATE EASEMENT FOR PUBLIC STORM SEWER, BEING A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: BEGINNING AT A POINT DISTANT SOUTH 2 DEGREES 25 MINUTES 41 SECONDS EAST 60 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 470 FEET AND SOUTH 2 DEGREES 31 MINUTES 5 SECONDS EAST 452 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 228 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 12 FEET; THENCE SOUTH 2 DEGREES 31 MINUTES 5 SECONDS EAST 115 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 12 FEET; THENCE NORTH 2 DEGREES 31 MINUTES 5 SECONDS WEST 115 FEET TO THE POINT OF BEGINNING IN FAVOR OF GRANTEES PROPERTY.

PARCEL 3:
A PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS BEGINNING AT A POINT ON THE EAST LINE OF CROOKS ROAD (120 FEET WIDE) DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 626.91 FEET AND NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET FROM THE NORTHWEST CORNER OF SAID SECTION 28; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 528.89 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 306.70 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST 529.37 FEET TO A POINT ON THE EAST LINE OF CROOKS ROAD; THENCE ALONG SAID EAST LINE OF CROOKS ROAD NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 307.51 FEET TO THE POINT OF BEGINNING.

20 FOOT WIDE WATER MAIN EASEMENT DESCRIPTION:

PART OF THE NORTHWEST 1/4, SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, THE CENTERLINE OF A 20 FOOT WIDE WATER MAIN EASEMENT BEGINNING AT POINT DISTANT SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET AND NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 470.00 FEET AND SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 42.00 FEET AND SOUTH 87 DEGREES 28 MINUTES 55 SECONDS WEST 6.06 FEET FROM THE NORTHWEST CORNER OF SECTION 28; THENCE SOUTH 42 DEGREES 28 MINUTES 21 SECONDS WEST 23.36 FEET; THENCE SOUTH 02 DEGREES 16 MINUTES 31 SECONDS EAST 99.91 FEET; THENCE SOUTH 47 DEGREES 20 MINUTES 02 SECONDS EAST 6.54 FEET TO POINT A; THENCE CONTINUING SOUTH 47 DEGREES 20 MINUTES 02 SECONDS EAST 66.88 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 02 SECONDS EAST 162.47 FEET; THENCE SOUTH 20 DEGREES 09 MINUTES 58 SECONDS WEST 22.21 FEET; THENCE SOUTH 02 DEGREES 20 MINUTES 02 SECONDS EAST 33.92 FEET; THENCE SOUTH 25 DEGREES 01 MINUTES 05 SECONDS EAST 32.62 FEET; THENCE SOUTH 02 DEGREES 30 MINUTES 38 SECONDS EAST 167.62 FEET TO THE POINT OF ENDING; THENCE FROM POINT A SOUTH 42 DEGREES 39 MINUTES 58 SECONDS WEST 32.72 FEET; THENCE SOUTH 87 DEGREES 17 MINUTES 18 SECONDS WEST 13.79 FEET TO A POINT OF ENDING.

REVISED 10/11/23 – PER REVIEW COMMENTS

KEM-TEC PROFESSIONAL ENGINEERING, SURVEYING & ENVIRONMENTAL SERVICES
A GROUP OF COMPANIES

Eastpointe	Detroit	Ann Arbor	Grand Blanc
(800) 295.7222	(313) 758.0677	(734) 994.0888	(888) 694.0001
FAX: (586) 772.4048	FAX: (586) 772.4048	FAX: (734) 994.0667	FAX: (810) 694.9955

www.kemtecagroupofcompanies.com

PREPARED FOR: STONEFIELD ENGINEERING AND DESIGN	
FIELD SURVEY: N/A	DATE: OCTOBER 05, 2023
DRAWN BY: JDM	SHEET: 2 OF 2
SCALE: N/A	JOB NO.: 19–03820

APPROVED

AS NOTED:
CITY OF TROY LAND SURVEYOR
DATE: 10/16/2023

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on _____, _____, by and between the City of Troy, and Troy KS Development, whose address is 4036 Telegraph, Suite 201 Bloomfield Twp, MI (hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as 999 Big Beaver, Troy, MI (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A***.

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B***.

2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the City of Troy.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property. The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Troy KS Development, LLC,
a Michigan limited liability company

By: _____
*Jordan Jonna
Its: Manager

STATE OF MICHIGAN)
)ss.
Oakland COUNTY)

The foregoing instrument was acknowledged before me on this 18th day of June, 2024, by Jordan Jonna, Manager of Troy KS Development, LLC, a Michigan limited liability company, on behalf of the company.

CHRISTINE S. BROWN
Notary Public, State of Michigan
County of Macomb
My Commission Expires Feb. 18, 2026
Acting in the County of Oakland

_____
*Christine S. Brown
Notary Public, Macomb County, Michigan
My Commission Expires Feb. 18 2026
Acting in Oakland County, Michigan

[SIGNATURES AND ACKNOWLDEGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

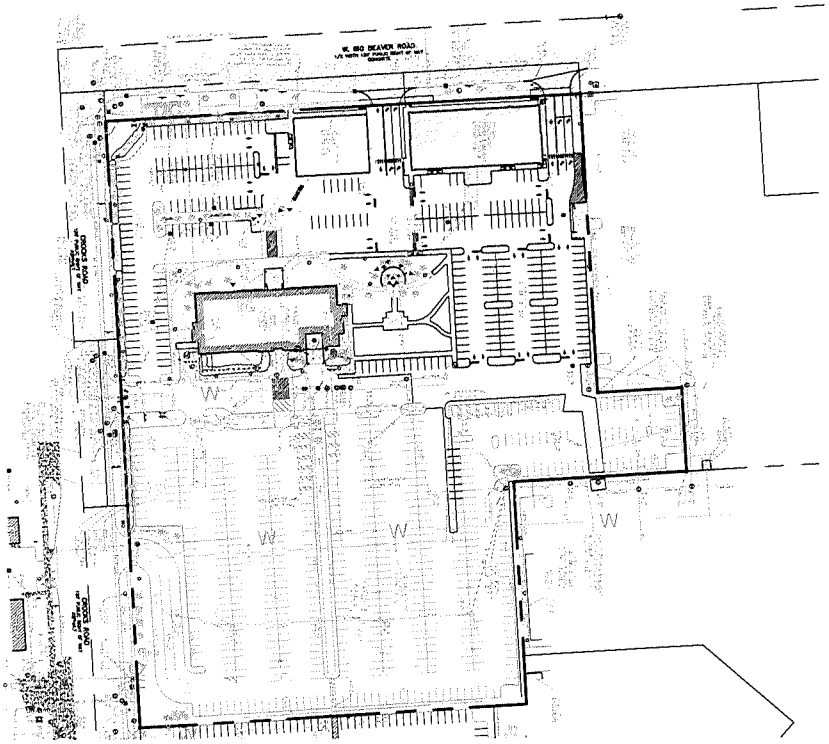
The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
* _____
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

Prepared by:
_____
_____
_____

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT A



PARCEL DESCRIPTION:

PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN DESCRIBED AS: COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 42.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 650.07 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 410.00 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 115.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS WEST 237.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 306.70 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST 529.37 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 832.52 FEET TO THE POINT OF BEGINNING, CONTAINING 11.87± ACRES OF LAND.

EXHIBIT A

200' 0' 200' 400'

GRAPHIC SCALE IN FEET
1" = 200'

PROPERTY DESCRIPTION
911 & 999 WEST BIG BEAVER

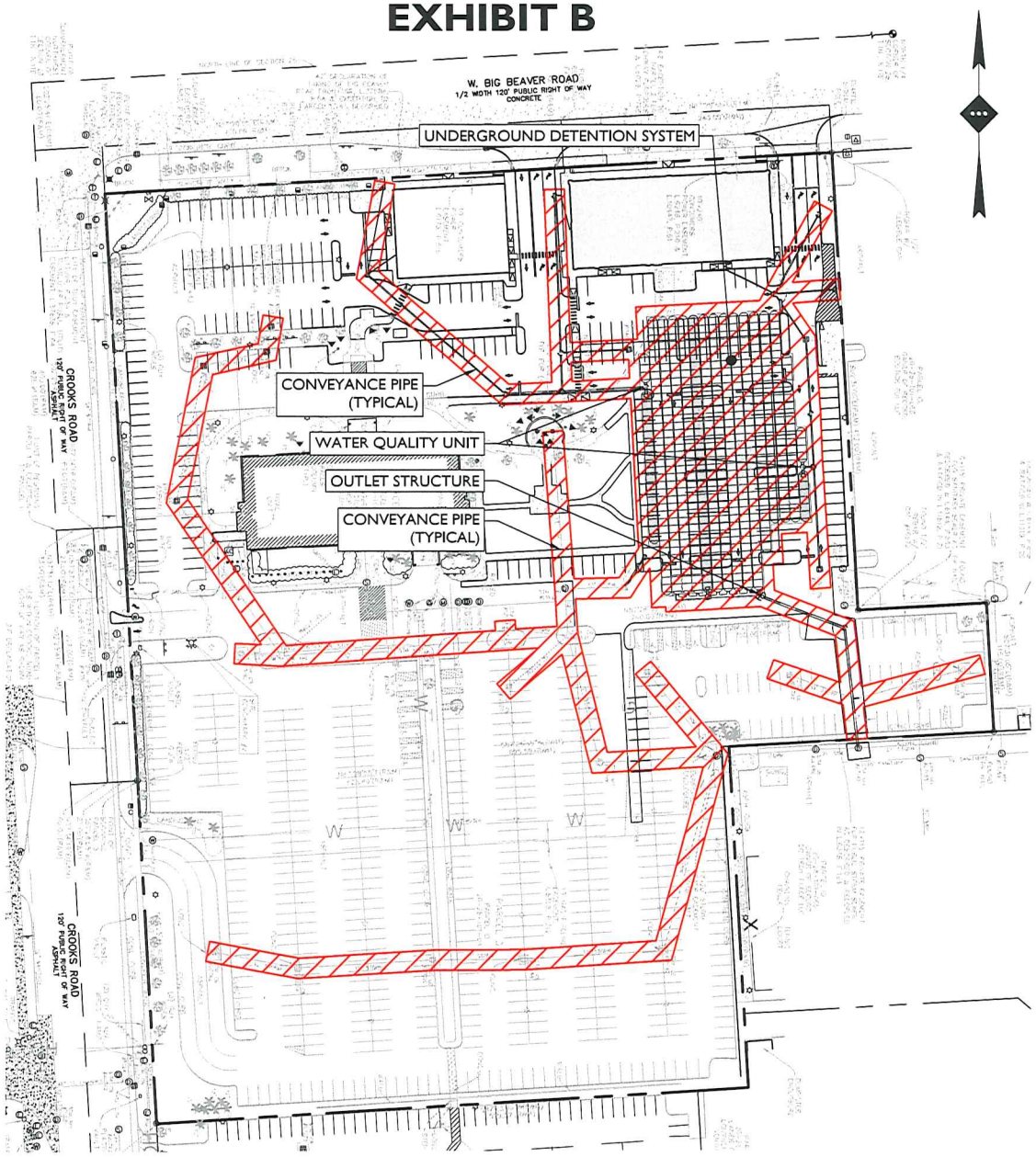
CITY OF TROY, OAKLAND COUNTY, MICHIGAN
CITY OF TROY#22.908.3

DRAWN BY:	--
CHECKED BY:	EW
DATE:	10/16/2023
SCALE:	1" = 200'
PROJECT ID:	M-19301

STONEFIELD engineering & design
Rutherford, NJ · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Detroit, MI
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

V:\M19301\M-19301-AF Jones-Big Beaver Road & Crooks Road, Troy, MI\CAD\Exhibit_SWH OM102316_SWH OM.dwg

EXHIBIT B



INDICATES LIMITS OF MAINTENANCE FOR STORMWATER MANAGEMENT SYSTEM

EXHIBIT B

120' 0' 120' 240'

GRAPHIC SCALE IN FEET

1"=120'

STORMWATER SYSTEM SKETCH
911 & 999 WEST BIG BEAVER

CITY OF TROY, OAKLAND COUNTY, MICHIGAN
CITY OF TROY#22.908.3

DRAWN BY:	-
CHECKED BY:	EW
DATE:	10/16/2023
SCALE:	1" = 120'
PROJECT ID:	M-19301

STONEFIELD engineering & design
Rutherford, NJ · New York, NY · Boston, MA
Princeton, NJ · Tampa, FL · Detroit, MI
www.stonefieldeng.com
607 Shelby Suite 200, Detroit, MI 48226
Phone 248.247.1115

V:\M\19301\PM\19301-AF\Joins-Big Beaver Road & Crooks Road, Troy, MI\CAD\D\Exhibits_SWM OM\2023-10-16_SWM OM.dwg

Exhibit 'C'

Operations and Maintenance Manual

Kelly Services – 911 & 999 W. Big Beaver, Troy, MI 48084

Parcel IDs: 88-20-28-101-034, 88-20-28-101-032, 88-20-28-101-047

STORMWATER MAINTENANCE PLAN

Property Owner:

Troy KS Development

4036 Telegraph Road, Suite 201

Bloomfield Twp, MI 48302

Prepared By:

Stonefield Engineering & Design, LLC

607 Shelby Street, Suite 200

Detroit, MI 48226

(248) 247-1115

SED# M-19301

October 17, 2023

Operation and Maintenance Manual:

Introduction:

This manual identifies the ownership, operation and maintenance responsibilities for all stormwater management systems including the storm drain conveyance system, restricted outlet, underground detention system, and water quality unit as shown in the approved plans prepared by Stonefield Engineering & Design. In order to comply with local best management practices (BMP) requirements, this manual should serve as a minimum standard.

Owner:

Troy KS Development

4036 Telegraph Road, Suite 201, Bloomfield Twp, MI 48302

Property Information:

The operation and maintenance manual covers the stormwater management system contained within the site condominium described below:

PART OF THE NORTHWEST 1/4 OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY. OAKLAND COUNTY, MICHIGAN DESCRIBED AS; COMMENCING AT THE NORTHWEST CORNER OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 60.00 FEET; THENCE NORTH 87 DEGREES 34 MINUTES 19 SECONDS EAST 60.00 FEET; THENCE SOUTH 02 DEGREES 25 MINUTES 41 SECONDS EAST 42.00 FEET TO THE POINT OF BEGINNING; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 650.07 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 410.00 FEET; THENCE NORTH 87 DEGREES 28 MINUTES 55 SECONDS EAST 115.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 115.00 FEET; THENCE SOUTH 87 DEGREES 28 MINUTES 56 SECONDS WEST 237.00 FEET; THENCE SOUTH 02 DEGREES 31 MINUTES 05 SECONDS EAST 306.70 FEET; THENCE SOUTH 87 DEGREES 23 MINUTES 39 SECONDS WEST 529.37 FEET; THENCE NORTH 02 DEGREES 25 MINUTES 41 SECONDS WEST 832.52 FEET TO THE POINT OF BEGINNING, CONTAINING 11.87± ACRES OF LAND.

Stormwater Maintenance Exhibit:

Exhibit 'B' of the Stormwater Maintenance Agreement provides a clear representation of all components contained within the stormwater management system. This system is subject to the long-term operation and maintenance responsibilities detailed in this manual. The system includes:

1. Storm sewer inlets / manholes
2. Storm sewer pipes
3. Water quality unit (Contech AS-6)
4. Outlet structure
5. Underground detention system

Inspections:

The frequency of system inspections outlined in the manual should serve as the minimum, if no events warrant additional inspections. The frequency of inspections can be adjusted over time as site specific conditions are better understood. Maintenance and inspection checklists are provided for each of the BMP's in this system. Inspections should be performed by personnel responsible for maintenance and may need to be certified for confined space entry, depending

on the component being inspected. Operation of the of the detention system, outlet control structure, and water quality unit may need to be inspected by a practicing civil engineer.

Records of all routine inspections and any work performed on the system for maintenance, repair, or replacement should be maintained by the owner for a minimum of ten (10) years. A copy of all records should be provided to the City of Troy Engineering Division. The records should include this manual, all inspection sheets, and maintenance logs.

Stormwater Systems Maintenance:

Regular inspection and maintenance of BMP's are necessary if these facilities are to consistently perform up to expectations. Stormwater systems are expected to perform quality and quantity control functions of the land use they serve. Failure to maintain these systems can create the following adverse impacts:

1. Increased pollutants to surrounding surface water features.
2. Potential property damage resulting from excessive flooding.
3. Potential loss of life or property resulting from catastrophic failure of the facility

The maintenance responsibilities for these systems lie with the current property owner and transfer with the property in perpetuity. If maintenance of the system is not performed, the City of Troy reserves the right to enter the property and perform all necessary work at the property owners' cost. Refer to the Stormwater Management Operations and Maintenance Agreement for additional details.

General Maintenance Items:

Parking Lot Sweeping:

Routine sweeping of all paved surfaces will reduce sediment and trash build up within the stormwater management system. Parking lots should be swept and cleared as necessary.

Grass Mowing and Maintenance:

Mowing and routine site maintenance should be completed as necessary. Areas of dead turf / landscape should be re-established to reduce sediment runoff.

Trash and Debris Removal:

Removal of trash and debris from all areas of the property should be performed as necessary. Removal of these items will ensure they do not enter the stormwater management system and inhibit its operation. All sediment and debris that is collected should be disposed of according to local, State and Federal regulations.

Stormwater System Maintenance Items:

The following narrative provides an overview of the necessary maintenance measures for the components contained within the stormwater management system. The inspection checklists provide a complete listing of what should be inspected, when inspection should occur and the likely frequency of maintenance activities.

<u>Storm sewer, Structures, Underground Detention and Outlet Structures:</u>

Catch basins, inlets, manholes, storm sewer pipes, and outlet structures should be inspected for the presence of sediment accumulation, clogging, floatable debris, dead vegetation, etc. The structures and sewers should also be observed during wet weather events when possible, to ensure proper operation. Accumulated sediment and debris should be removed on an annual basis or as needed by observed conditions. Structural repairs or maintenance should occur as needed based on observed conditions such as cracks, spalling, joint failure, leakage, misalignment, or settlement of structures.

Water Quality Unit:

Refer to the attached maintenance manuals from the manufacturer for all inspection and maintenance requirements.

The following pages include inspection checklists for the various devices and components listed as well as manufacturers' manuals where applicable.

STORM WATER MANAGEMENT SYSTEM LONG-TERM MAINTENANCE SCHEDULE

MAINTENANCE ACTIVITIES	SYSTEM COMPONENTS: Storm Collection System (Sewers, Swales, Catch Basins, Manholes)	Manufactured Treatment System	Belowground Detention System	Flow Restrictor Structure & Outlet Pipe	Pavement Areas	Stormwater Pumps	FREQUENCY
Monitoring/Inspection							
Inspect for Sediment Accumulation/Clogging	X	X	X	X	X	X	Annually
Inspect For Floatables, Dead Vegetation & Debris	X	X	X	X	X	X	Annually & After Major Events
Inspect For Erosion And Integrity of System	X		X	X	X	X	Annually & After Major Events
Inspect All Components During Wet weather & Compare to As-Built Plans	X	X	X	X	X	X	Annually
Ensure Maintenance Access Remain Open/Clear	X	X	X	X	X	X	Annually
Preventative Maintenance							
Remove Accumulated sediments	X	X	X	X	X	X	As Needed (See Note Below)
Remove Floatables, Dead Vegetation & Debris	X		X		X	X	As Needed
Sweeping of Paved Surfaces					X		As Needed
Remedial Actions							
Repair/Stabilize Areas of Erosion	X				X		As Needed
Replace Dead Plantings & Reseed Bare Areas	X						As needed
Structural Repairs	X	X	X	X	X	X	As Needed
Make Adjustments/Repairs to Ensure Proper Functioning	X	X	X	X	X	X	As Needed

NOTE: Manufactured treatment system to be cleaned according to the manufacturer's recommendations; at a minimum, whenever sediments accumulate to a depth of 6-12 inches, or if sediment resuspension is observed.

Isolator® Row Plus
O&M Manual



ADS StormTech™

The Isolator® Row Plus

Introduction

An important component of any Stormwater Pollution Prevention Plan is inspection and maintenance. The StormTech Isolator Row Plus is a technique to inexpensively enhance Total Suspended Solids (TSS) and Total Phosphorus (TP) removal with easy access for inspection and maintenance.

The Isolator Row Plus

The Isolator Row Plus is a row of StormTech chambers, either SC-160, SC-310, SC-310-3, SC-740, DC-780, MC-3500 or MC-4500 models, that is surrounded with filter fabric and connected to a closely located manhole for easy access. The fabric-wrapped chambers provide for sediment settling and filtration as stormwater rises in the Isolator Row Plus and passes through the filter fabric. The open bottom chambers and perforated sidewalls (SC-310, SC- 310-3 and SC-740 models) allow stormwater to flow both vertically and horizontally out of the chambers. Sediments are captured in the Isolator Row Plus protecting the adjacent stone and chambers storage areas from sediment accumulation.

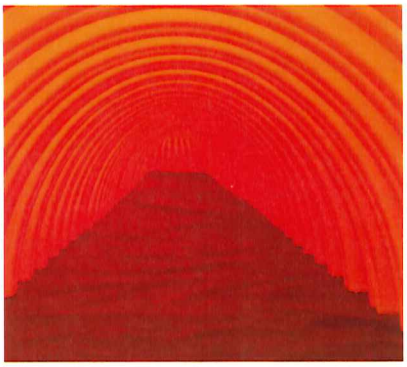
ADS geotextile fabric is placed between the stone and the Isolator Row Plus chambers. The woven geotextile provides a media for stormwater filtration, a durable surface for maintenance, prevents scour of the underlying stone and remains intact during high pressure jetting. A non-woven fabric is placed over the chambers to provide a filter media for flows passing through the chamber's sidewall. The non-woven fabric is not required over the SC-160, DC-780, MC-3500 or MC-4500 models as these chambers do not have perforated side walls.

The Isolator Row Plus is designed to capture the "first flush" runoff and offers the versatility to be sized on a volume basis or a flow-rate basis. An upstream manhole provides access to the Isolator Row Plus and includes a high/low concept such that stormwater flow rates or volumes that exceed the capacity of the Isolator Row Plus bypass through a manifold to the other chambers. This is achieved with an elevated bypass manifold or a high-flow weir. This creates a differential between the Isolator Row Plus row of chambers and the manifold to the rest of the system, thus allowing for settlement time in the Isolator Row Plus. After Stormwater flows through the Isolator Row Plus and into the rest of the chamber system it is either exfiltrated into the soils below or passed at a controlled rate through an outlet manifold and outlet control structure.

The Isolator Row FLAMP™ (patent pending) is a flared end ramp apparatus attached to the inlet pipe on the inside of the chamber end cap. The FLAMP provides a smooth transition from pipe invert to fabric bottom. It is configured to improve chamber function performance by enhancing outflow of solid debris that would otherwise collect at the chamber's end. It also serves to improve the fluid and solid flow into the access pipe during maintenance and cleaning and to guide cleaning and inspection equipment back into the inlet pipe when complete.

The Isolator Row Plus may be part of a treatment train system. The treatment train design and pretreatment device selection by the design engineer is often driven by regulatory requirements. Whether pretreatment is used or not, StormTech recommend using the Isolator Row Plus to minimize maintenance requirements and maintenance costs.

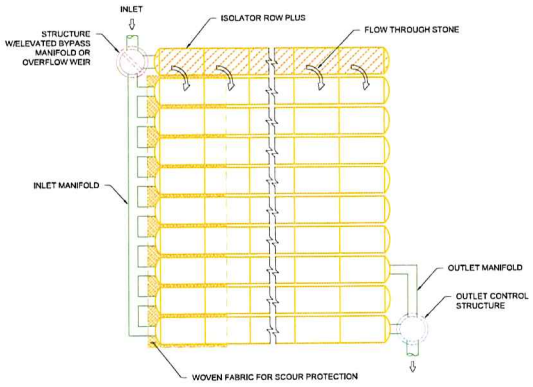
Note: *See the StormTech Design Manual for detailed information on designing inlets for a StormTech system, including the Isolator Row Plus.*



Looking down the Isolator Row PLUS from the manhole opening, ADS PLUS Fabric is shown between the chamber and stone base.



StormTech Isolator Row PLUS with Overflow Spillway (not to scale)



Isolator Row Plus Inspection/Maintenance

Inspection

The frequency of inspection and maintenance varies by location. A routine inspection schedule needs to be established for each individual location based upon site specific variables. The type of land use (i.e. industrial, commercial, residential), anticipated pollutant load, percent imperviousness, climate, etc. all play a critical role in determining the actual frequency of inspection and maintenance practices.

At a minimum, StormTech recommends annual inspections. Initially, the Isolator Row Plus should be inspected every 6 months for the first year of operation. For subsequent years, the inspection should be adjusted based upon previous observation of sediment deposition.

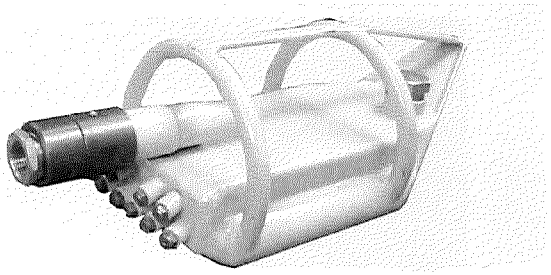
The Isolator Row Plus incorporates a combination of standard manhole(s) and strategically located inspection ports (as needed). The inspection ports allow for easy access to the system from the surface, eliminating the need to perform a confined space entry for inspection purposes.

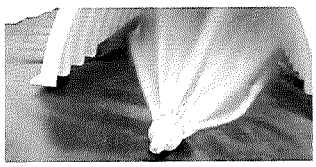
If upon visual inspection it is found that sediment has accumulated, a stadia rod should be inserted to determine the depth of sediment. When the average depth of sediment exceeds 3 inches throughout the length of the Isolator Row Plus, clean-out should be performed.

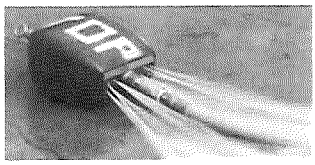
Maintenance

The Isolator Row Plus was designed to reduce the cost of periodic maintenance. By "isolating" sediments to just one row, costs are dramatically reduced by eliminating the need to clean out each row of the entire storage bed. If inspection indicates the potential need for maintenance, access is provided via a manhole(s) located on the end(s) of the row for cleanout. If entry into the manhole is required, please follow local and OSHA rules for a confined space entries.

Maintenance is accomplished with the JetVac process. The JetVac process utilizes a high pressure water nozzle to propel itself down the Isolator Row Plus while scouring and suspending sediments. As the nozzle is retrieved, the captured pollutants are flushed back into the manhole for vacuuming. Most sewer and pipe maintenance companies have vacuum/JetVac combination vehicles. Selection of an appropriate JetVac nozzle will improve maintenance efficiency. Fixed nozzles designed for culverts or large diameter pipe cleaning are preferable. Rear facing jets with an effective spread of at least 45" are best. StormTech recommends a maximum nozzle pressure of 2000 psi be utilized during cleaning. JetVac reels can vary in length. For ease of maintenance, ADS recommends Isolator Row Plus lengths up to 200' (61 m). **The JetVac process shall only be performed on StormTech Isolator Row Plus that have ADS Plus Fabric (as specified by StormTech) over their angular base stone.**

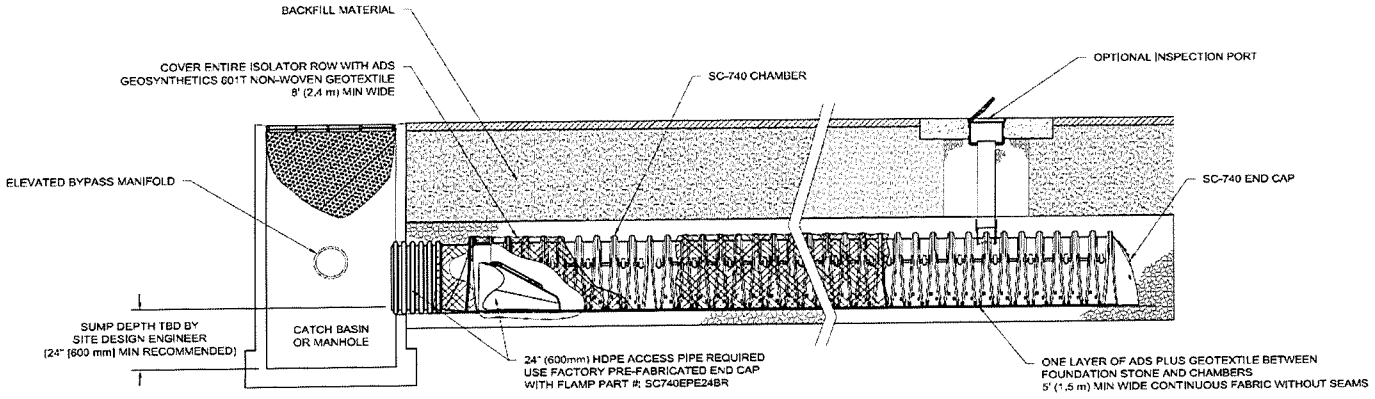






StormTech Isolator Row PLUS (*not to scale*)

Note: *Non-woven fabric is only required over the inlet pipe connection into the end cap for SC-160LP, DC-780, MC-3500 and MC-4500 chamber models and is not required over the entire Isolator Row PLUS.*



Isolator Row Plus Step By Step Maintenance Procedures

Step 1

Inspect Isolator Row Plus for sediment.

A) Inspection ports (if present)
   i. Remove lid from floor box frame
   ii. Remove cap from inspection riser
   iii. Using a flashlight and stadia rod,measure depth of sediment and record results on maintenance log.
   iv. If sediment is at or above 3 inch depth, proceed to Step 2. If not, proceed to Step 3.

B) All Isolator Row Plus
   i. Remove cover from manhole at upstream end of Isolator Row Plus
   ii. Using a flashlight, inspect down Isolator Row Plus through outlet pipe
      1. Mirrors on poles or cameras may be used to avoid a confined space entry
      2. Follow OSHA regulations for confined space entry if entering manhole
   iii. If sediment is at or above the lower row of sidewall holes (approximately 3 inches), proceed to Step 2.
   If not, proceed to Step 3.

Step 2

Clean out Isolator Row Plus using the JetVac process.

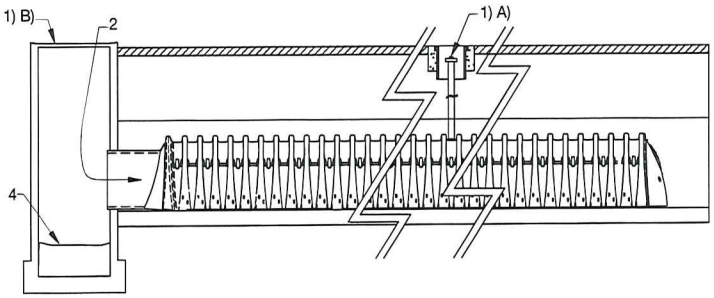
A) A fixed floor cleaning nozzle with rear facing nozzle spread of 45 inches or more is preferable
B) Apply multiple passes of JetVac until backflush water is clean
C) Vacuum manhole sump as required

Step 3

Replace all caps, lids and covers, record observations and actions.

Step 4

Inspect & clean catch basins and manholes upstream of the StormTech system.



Sample Maintenance Log

Date	Stadia Rod Readings		Sedi-ment Depth (1)–(2)	Observations/Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			
3/15/11	6.3 ft	none		New installation. Fixed point is CI frame at grade	DJM
9/24/11		6.2	0.1 ft	Some grit felt	SM
6/20/13		5.8	0.5 ft	Mucky feel, debris visible in manhole and in Isolator Row PLUS, maintenance due	NV
7/7/13	6.3 ft		0	System jetted and vacuumed	DJM

ADS "Terms and Conditions of Sale" are available on the ADS website, www.ads-pipe.com
The ADS logo and the Green Stripe are registered trademarks of Advanced Drainage Systems, Inc.
StormTech® and the Isolator® Row Plus are registered trademarks of StormTech, Inc.
© 2021 Advanced Drainage Systems, Inc. #11081 10/21 CS

adspipe.com
800-821-6710

Maintenance Log

StormTech® Chamber System

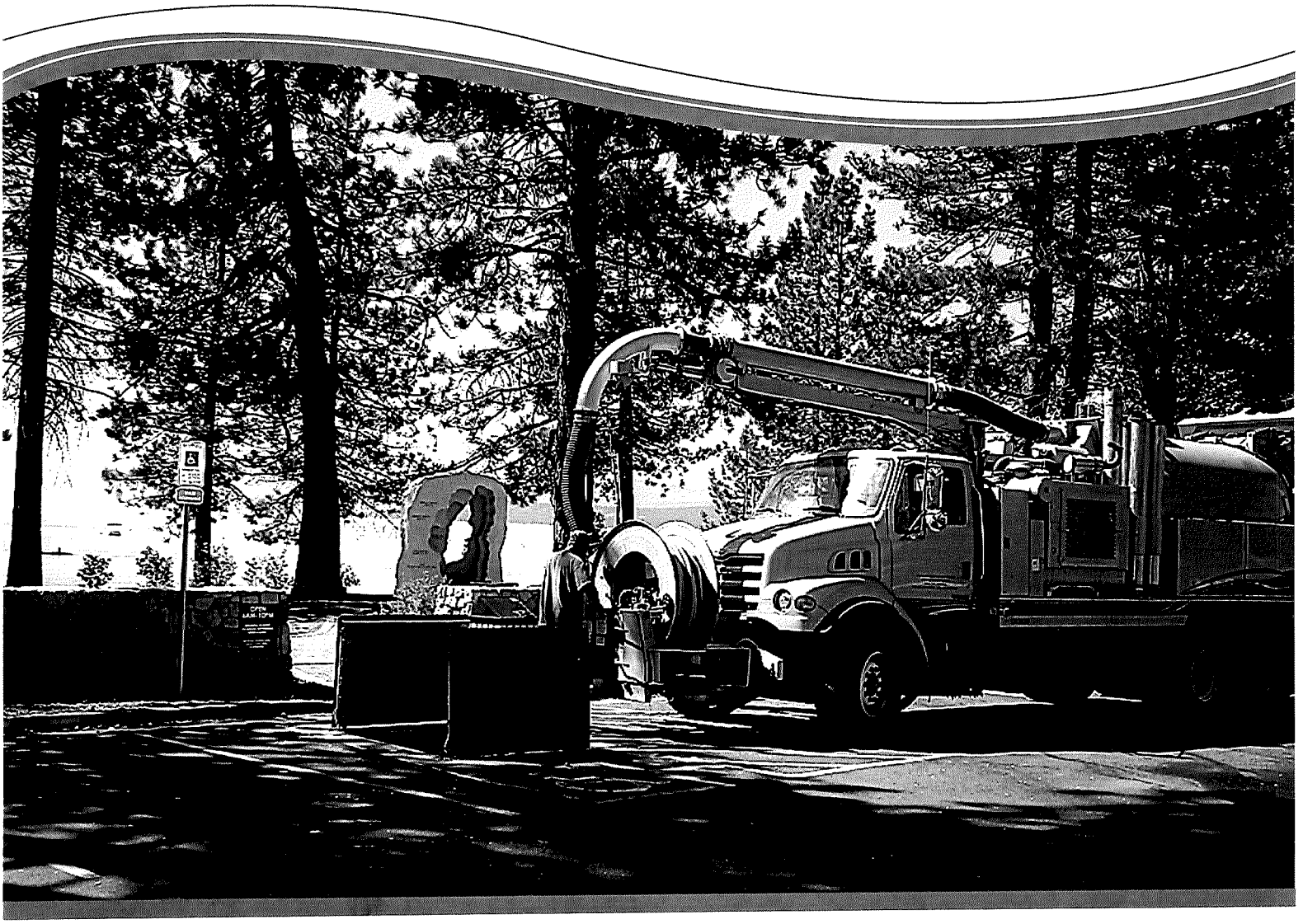
Project Name:

Location:

Date	Stadia Rod Readings		Sediment Depth (1) - (2)	Observations / Actions	Inspector
	Fixed point to chamber bottom (1)	Fixed point to top of sediment (2)			

CONTECH®
ENGINEERED SOLUTIONS

Cascade Separator® Inspection and Maintenance Guide



CASCADE
separator®

Maintenance

The Cascade Separator® system should be inspected at regular intervals and maintained when necessary to ensure optimum performance. The rate at which the system collects sediment and debris will depend upon on-site activities and site pollutant characteristics. For example, unstable soils or heavy winter sanding will cause the sediment storage sump to fill more quickly but regular sweeping of paved surfaces will slow accumulation.

Inspection

Inspection is the key to effective maintenance and is easily performed. Pollutant transport and deposition may vary from year to year and regular inspections will help ensure that the system is cleaned out at the appropriate time. At a minimum, inspections should be performed twice per year (i.e. spring and fall). However, more frequent inspections may be necessary in climates where winter sanding operations may lead to rapid accumulations, or in equipment wash-down areas. Installations should also be inspected more frequently where excessive amounts of trash are expected.

A visual inspection should ascertain that the system components are in working order and that there are no blockages or obstructions in the inlet chamber, flumes or outlet channel. The inspection should also quantify the accumulation of hydrocarbons, trash and sediment in the system. Measuring pollutant accumulation can be done with a calibrated dipstick, tape measure or other measuring instrument. If absorbent material is used for enhanced removal of hydrocarbons, the level of discoloration of the sorbent material should also be identified during inspection. It is useful and often required as part of an operating permit to keep a record of each inspection. A simple form for doing so is provided in this Inspection and Maintenance Guide.

Access to the Cascade Separator unit is typically achieved through one manhole access cover. The opening allows for inspection and cleanout of the center chamber (cylinder) and sediment storage sump, as well as inspection of the inlet chamber and slanted skirt. For large units, multiple manhole covers allow access to the chambers and sump.

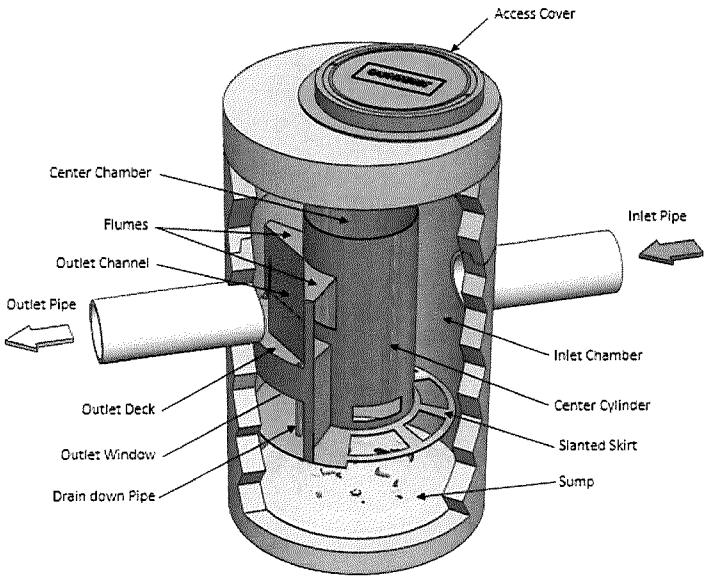
The Cascade Separator system should be cleaned before the level of sediment in the sump reaches the maximum sediment depth and/or when an appreciable level of hydrocarbons and trash has accumulated. If sorbent material is used, it must be replaced when significant discoloration has occurred. Performance may be impacted when maximum sediment storage capacity is exceeded. Contech recommends maintaining the system when sediment level reaches 50% of maximum storage volume. The level of sediment is easily determined by measuring the distance from the system outlet invert (standing water level) to the top of the sediment pile. To avoid underestimating the level of sediment in the chamber, the measuring device must be lowered to the top of the sediment pile carefully. Finer, silty particles at the top of the pile typically offer less resistance to the end of the rod than larger particles toward the bottom of the pile. Once this measurement is recorded, it should be compared to the chart in this document to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage.

Cleaning

Cleaning of a Cascade Separator system should be done during dry weather conditions when no flow is entering the system. The use of a vacuum truck is generally the most effective and convenient method of removing pollutants from the system. Simply remove the manhole cover and insert the vacuum tube down through the center chamber and into the sump. The system should be completely drained down and the sump fully evacuated of sediment. The areas outside the center chamber and the slanted skirt should also be washed off if pollutant build-up exists in these areas.

In installations where the risk of petroleum spills is small, liquid contaminants may not accumulate as quickly as sediment. However, the system should be cleaned out immediately in the event of an oil or gasoline spill. Motor oil and other hydrocarbons that accumulate on a more routine basis should be removed when an appreciable layer has been captured. To remove these pollutants, it may be preferable to use absorbent pads since they are usually less expensive to dispose than the oil/water emulsion that may be created by vacuuming the oily layer. Trash and debris can be netted out to separate it from the other pollutants. Then the system should be power washed to ensure it is free of trash and debris.

Manhole covers should be securely seated following cleaning activities to prevent leakage of runoff into the system from above and to ensure proper safety precautions. Confined space entry procedures need to be followed if physical access is required. Disposal of all material removed from the Cascade Separator system must be done in accordance with local regulations. In many locations, disposal of evacuated sediments may be handled in the same manner as disposal of sediments removed from catch basins or deep sump manholes. Check your local regulations for specific requirements on disposal. If any components are damaged, replacement parts can be ordered from the manufacturer.



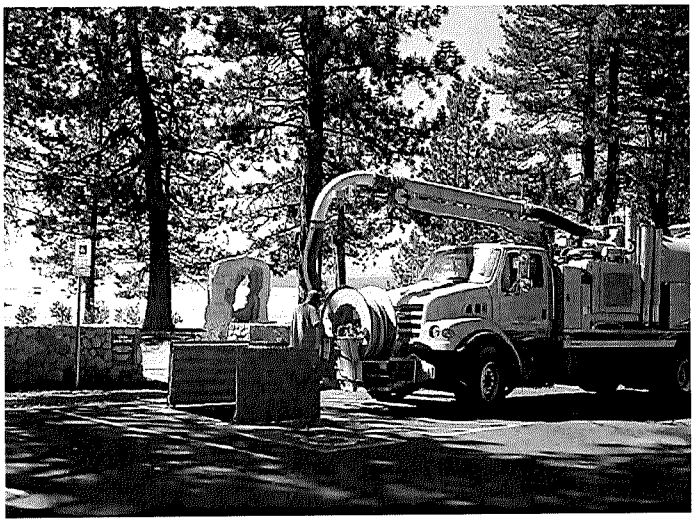
Cascade Separator® Maintenance Indicators and Sediment Storage Capacities

Model Number	Diameter		Distance from Water Surface to Top of Sediment Pile		Sediment Storage Capacity	
	ft	m	ft	m	y^3	m^3
CS-3	3	0.9	1.5	0.5	0.4	0.3
CS-4	4	1.2	2.5	0.8	0.7	0.5
CS-5	5	1.3	3	0.9	1.1	0.8
CS-6	6	1.8	3.5	1	1.6	1.2
CS-8	8	2.4	4.8	1.4	2.8	2.1
CS-10	10	3.0	6.2	1.9	4.4	3.3
CS-12	12	3.6	7.5	2.3	6.3	4.8

Note: The information in the chart is for standard units. Units may have been designed with non-standard sediment storage depth.



A Cascade Separator unit can be easily cleaned in less than 30 minutes.



A vacuum truck excavates pollutants from the systems.

Cascade Separator® Inspection & Maintenance Log

Cascade Model:			Location:		
Date	Depth Below Invert to Top of Sediment[1]	Floatable Layer Thickness[2]	Describe Maintenance Performed	Maintenance Personnel	Comments

1. The depth to sediment is determined by taking a measurement from the manhole outlet invert (standing water level) to the top of the sediment pile. Once this measurement is recorded, it should be compared to the chart in the maintenance guide to determine if the height of the sediment pile off the bottom of the sump floor exceeds 50% of the maximum sediment storage. Note: to avoid underestimating the volume of sediment in the chamber, the measuring device must be carefully lowered to the top of the sediment pile.
2. For optimum performance, the system should be cleaned out when the floating hydrocarbon layer accumulates to an appreciable thickness. In the event of an oil spill, the system should be cleaned immediately.

SUPPORT

- Drawings and specifications are available at www.ContechES.com.
- Site-specific design support is available from our engineers.

©2021 Contech Engineered Solutions LLC, a QUIKRETE Company

Contech Engineered Solutions LLC provides site solutions for the civil engineering industry. Contech's portfolio includes bridges, drainage, sanitary sewer, stormwater, and earth stabilization products. For information, visit www.ContechES.com or call 800.338.1122

NOTHING IN THIS CATALOG SHOULD BE CONSTRUED AS A WARRANTY. APPLICATIONS SUGGESTED HEREIN ARE DESCRIBED ONLY TO HELP READERS MAKE THEIR OWN EVALUATIONS AND DECISIONS, AND ARE NEITHER GUARANTEES NOR WARRANTIES OF SUITABILITY FOR ANY APPLICATION. CONTECH MAKES NO WARRANTY WHATSOEVER, EXPRESS OR IMPLIED, RELATED TO THE APPLICATIONS, MATERIALS, COATINGS, OR PRODUCTS DISCUSSED HEREIN. ALL IMPLIED WARRANTIES OF MERCHANTABILITY AND ALL IMPLIED WARRANTIES OF FITNESS FOR ANY PARTICULAR PURPOSE ARE DISCLAIMED BY CONTECH. SEE CONTECH'S CONDITIONS OF SALE (AVAILABLE AT WWW.CONTECHES.COM/COS) FOR MORE INFORMATION.

CONTECH
ENGINEERED SOLUTIONS
800-925-5240
www.ContechES.com

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.14.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of a Permanent Easement and Approval of a Stormwater Management Operations and Maintenance Agreement, Maple Capital Group, LLC, Sidwell #88-20-28-478-027

History

Maple Capital Group, LLC, is the owner of 244 West Maple Road, located in Section 28, west of Livernois, and having Sidwell #88-20-28-478-027. The industrial property is zoned MR Maple Road. The owner submitted plans to renovate the building and has redesigned the main water system servicing the property. The City of Troy received a permanent easement for the new water main from the property owner, Maple Capital Group, LLC.

In addition to the new water service line, the owner has designed and constructed an underground stormwater system. Stormwater standards required by the Oakland County Water Resource Commissioner require the property owner to enter into a *Stormwater Management Operations and Maintenance Agreement* with the City of Troy. This Agreement outlines a plan to install, maintain and operate the private stormwater system and any detention facilities on the property.

Financial

The consideration amount on the easement document is $1.00. There is no financial consideration with the Agreement.

Recommendation

City Management recommends acceptance of the attached permanent easement consistent with our policy of accepting easements for improvement and development purposes, and recommends that City Council approve the *Stormwater Management Operations and Maintenance Agreement*.

Suggested Resolution:
RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from Maple Capital Group, LLC, owner of the property having Sidwell #88-20-28-478-027.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a Stormwater Management Operations and Maintenance Agreement between Maple Capital Group, LLC, and the City of Troy outlining a plan to install, maintain and operate the private stormwater system and underground detention facility on the property owned by Maple Capital Group, LLC, and identified by Sidwell #88-20-28-478-027.

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

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

GIS Online



0 200 400 ft

Print Date: 6/2/2026

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

PERMANENT EASEMENT
FOR WATER MAINS

Sidwell #88-20-28-478-027 (part of)

MAPLE CAPITAL GROUP, LLC, a Michigan limited liability company, Grantor, whose address is 359 Enterprise Court, Suite C, Bloomfield Hills, Michigan 48302, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove and/or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 26 day of March A.D. 2026.

Maple Capital Group, LLC, a Michigan limited liability company

By: _____
Scott A. Trujillo
Its: Manager

[Acknowledgment on Following page]

STATE OF MICHIGAN)
COUNTY OF Macomb)

The foregoing instrument was acknowledged before me this 26 day of March, 2026, by Scott A. Trujillo, Manager of Maple Capital Group, LLC, a Michigan limited liability company, on behalf of the company.

JULLIAN D POLLARD
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-4-2029
STATE OF MICHIGAN
COUNTY OF MACOMB

*

Notary Public, Macomb County, Michigan
My Commission Expires 5/4/2029
Acting in Oakland County, Michigan

Prepared by: Larysa Figlan
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

WATER MAIN EASEMENT LEGAL DESCRIPTION

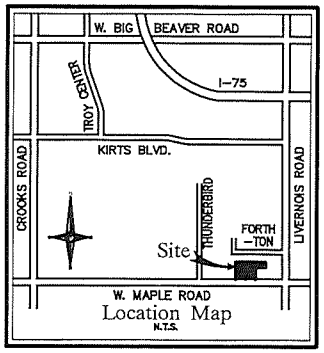
A 20.00 FEET WIDE EASEMENT FOR WATER MAIN LOCATED IN THE SOUTHEAST ¼ OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN; CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS:

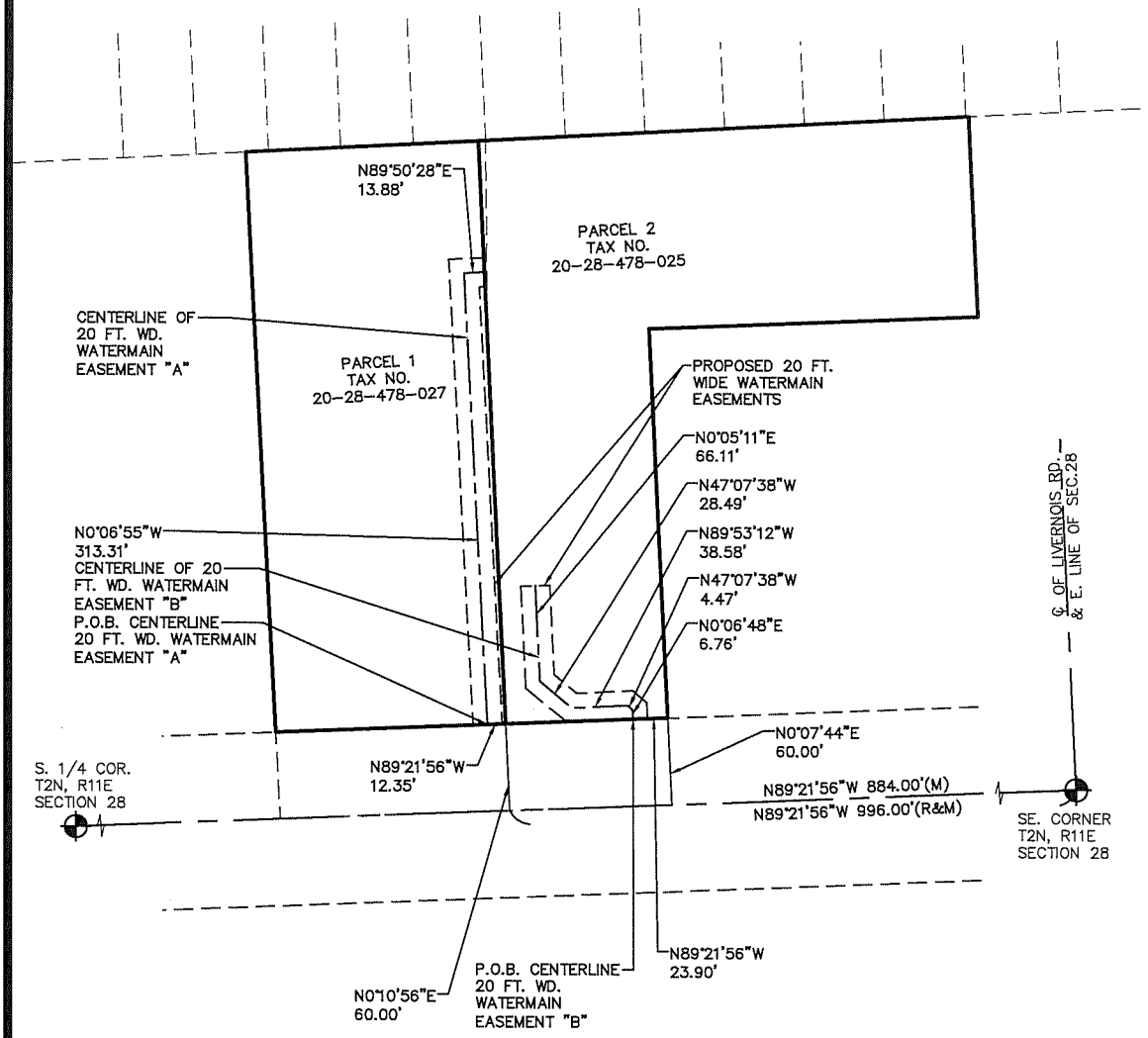
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°21'56"W. ALONG THE SOUTH LINE OF SECTION 28 AND CENTERLINE OF MAPLE ROAD (120.00 FEET WIDE RIGHT-OF-WAY), 996.00 FEET; THENCE N.0°10'56"E. 60.00 FEET TO A POINT ON THE NORTH LINE OF MAPLE ROAD RIGHT-OF-WAY; THENCE N.89°21'56"w. ALONG SAID NORTH RIGHT-OF-WAY LINE, 12.35 FEET TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT CENTERLINE; THENCE CONTINUING N.0°06'55"W. 313.31'; THENCE S.89°50'28"E. 13.88' TO THE POINT OF ENDING.

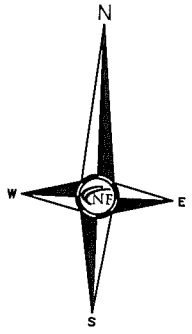
CONTAINING 6,569 SQUARE FEET OR 0.150 ACRES OF LAND, MORE OR LESS.

Exhibit B

WATER MAIN EASEMENT SKETCH

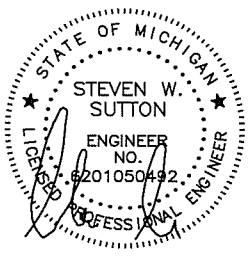






0' 100' 200' 300'

SCALE 1" = 100'



NF ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 02/20/2026 JOB NO. 0036-01 SCALE 1" = 100'
CLIENT VISION QUEST CONSULTING, INC. SHEET NO. 3 of 4

Stormwater Management Operations and Maintenance Agreement

This Agreement is made on March 3, 2026, by and between **Maple Capital Group, LLC**, whose address is 359 Enterprise Ct., Suite C, Bloomfield, MI 48302(hereinafter "Owner") and the **CITY OF TROY**, a Michigan municipal corporation, (hereinafter "City of Troy") whose address is 500 West Big Beaver, Troy, MI 48084. Owner and the City of Troy agree as follows:

Article I. The Subject Property.

1.1 Owner owns the property located at and commonly known as **244 W. Maple Road, Troy, MI 48084** (hereinafter the "Subject Property"). The legal description of the Subject Property is set forth in ***Exhibit A***.

Article II. The Stormwater System.

2.1 Owner, in accordance with Oakland County Stormwater Standards and State Municipal Separate Storm Sewer System permit requirements, agrees to install and maintain a Stormwater System on the Subject Property in accordance with approved plans and conditions. The Stormwater System is set forth in ***Exhibit B***.

2.2 After construction has been verified and accepted by the City of Troy for the Stormwater System, the Owner shall file with the City of Troy the "as-built" documents showing the design and construction details and shall reference this Agreement.

2.3 The Stormwater System will be governed by the terms and conditions in this Agreement.

Article III. The Stormwater O&M Plan.

3.1 The Owner shall be solely responsible for the installation, maintenance, and repair of the Stormwater System, drainage easements, and associated landscaping identified in Exhibit B in accordance with the Stormwater Management Operations and Maintenance Plan, hereinafter the "Stormwater O&M Plan" set forth in ***Exhibit C*** to this Agreement.

3.2 The Stormwater O&M plan is subject to approval by the City of Troy.

3.3 The Owner agrees that the Stormwater O&M Plan is intended to and will serve the Subject Property in perpetuity.

3.4 The Owner, at its expense, shall secure from any affected owners of land all easements and releases of right-of-way necessary for implementation of the Stormwater O&M Plan and shall record them with the Oakland County Register of Deeds. These easements and releases of rights- of-way shall not be altered, amended, vacated, released, or abandoned without prior written approval of the City of Troy.

3.5 No alterations or changes to the Stormwater O&M Plan shall be permitted unless they are deemed to comply with this Agreement and are approved in writing by the City of Troy.

3.6 The Owner shall retain the services of a qualified inspector as described in Exhibit C – Maintenance Requirement 1) to operate and ensure the maintenance of the Stormwater O&M Plan.

3.7 The Owner shall annually, by December 30th, provide to the City of Troy records (logs, invoices, reports, data, etc.) of inspections, maintenance, and repair of the Stormwater System in compliance with the Stormwater O&M Plan.

3.8 The City of Troy agrees to enforce compliance with the annual inspection, maintenance and repair records as set forth in 3.7 above, such enforcement may require an ordinance.

Article IV. Access and Enforcement.

4.1 The City of Troy or its designee is authorized to access the property as necessary to conduct inspections of the Stormwater System, implication of the Stormwater O&M Plan, or drainage easements to ascertain compliance with the intent of this Agreement.

4.2 Upon written notification by the City of Troy or their designee of required maintenance or repairs, the Owner shall complete the specified maintenance or repairs within a reasonable time frame determined by the City of Troy. The Owner shall be liable for the failure to undertake any maintenance or repairs so that the public health, safety and welfare shall not be endangered nor the road improvement damaged.

4.3 If the Owner does not keep the Stormwater System in reasonable order and condition, or complete maintenance activities in accordance with the Stormwater O&M Plan, or the reporting required in 3.7 above, the City of Troy is authorized, but not required, to perform the specified inspections, maintenance or repairs in order to preserve the intended functions of the Stormwater System and prevent the Stormwater System from becoming a threat to public health, safety, general welfare or the environment.

4.4 In the case of an emergency, as determined by the City of Troy, no notice shall be required prior to the City of Troy performing emergency maintenance or repairs. The City of Troy may levy the costs and expenses of such inspections, maintenance or repairs against the Owner.

4.5 The City of Troy, at the time of entering upon said Stormwater System for the purpose of maintenance or repair, may file a notice of lien in the office of the Register of Deeds of Oakland County upon the property affected by the lien. If said costs and expenses are not paid by the Owner, the City of Troy may pursue the collection of same through appropriate court actions and in such a case, the Owner shall pay in addition to said costs and expenses all costs of litigation, including attorney fees.

4.6 The Owner shall provide the City of Troy a permanent easement for Stormwater and drainage purposes for the inspection, maintenance and repair thereof, should the Owner fail to properly inspect, maintain and repair the Stormwater System. The permanent easement shall be binding upon and inure to the benefit of the parties, their heirs, representatives, successors and assigns and shall run with the land. The permanent easement shall be recorded with the Oakland County Register of Deeds.

Article V. Term and Covenants.

5.1 The Owner agrees that this Agreement shall bind all current and future owners of the property.
The Owner agrees in the event that the Subject Property is sold, transferred, or leased to provide information to the new owner, operator, or lessee regarding proper inspection, maintenance and repair of the Stormwater System and Stormwater O&M Plan. The information shall accompany the first deed transfer and include Exhibits B and C and this Agreement. The transfer of this information shall also be required with any subsequent sale, transfer or lease of the Subject Property.

5.2 The Owner agrees that the rights, obligations and responsibilities hereunder shall commence upon execution of the Agreement.

Article VI. Claims and Authority.

6.1 The Owner, its agents, representatives, successors and assigns shall defend, indemnify and hold City of Troy harmless from and against any claims, demands, actions, damages, injuries, costs or expenses of any nature whatsoever, hereinafter "Claims", fixed or contingent, known or unknown, arising out of or in any way connected with the design, construction, use, maintenance, repair or operation (or omissions in such regard) of the Stormwater System, appurtenances, connections and attachments thereto which are the subject of this Agreement. This indemnity and hold harmless shall include any costs, expenses and attorney fees incurred by City of Troy in connection with such Claims or the enforcement of this Agreement.

6.2 The parties whose signatures appear below hereby represent and warrant that they have the authority and capacity to sign this agreement and bind the respective parties hereto.

IN WITNESS WHEREOF, the Owner and Community have executed this agreement on the day and year first above written.

Maple Capital Group,
a Michigan limited liabili
company

By: _____
* Scott A. Trujillo
Its: Managing Partner

STATE OF MICHIGAN)
)ss.
Macomb COUNTY)

The foregoing instrument was acknowledged before me on this 30 day of MARCH, 2026
by SCOTT TRUJILLO, MANAGING PARTNER of MAPLE CAPITAL GROUP, on behalf of the company.

JULIAN D POLLARD
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-4-2029
STATE OF MICHIGAN
COUNTY OF MACOMB

*
Notary Public, Macomb County, Michigan
My Commission Expires 5/4/2029
Acting in Oakland County, Michigan

[SIGNATURES AND ACKNOWLDEGMENTS ON NEXT PAGE]

CITY OF TROY,
a Michigan municipal corporation

By: _____
Ethan D. Baker
Its: Mayor

By: _____
M. Aileen Dickson,
Its: City Clerk

STATE OF MICHIGAN)
)ss.
OAKLAND COUNTY)

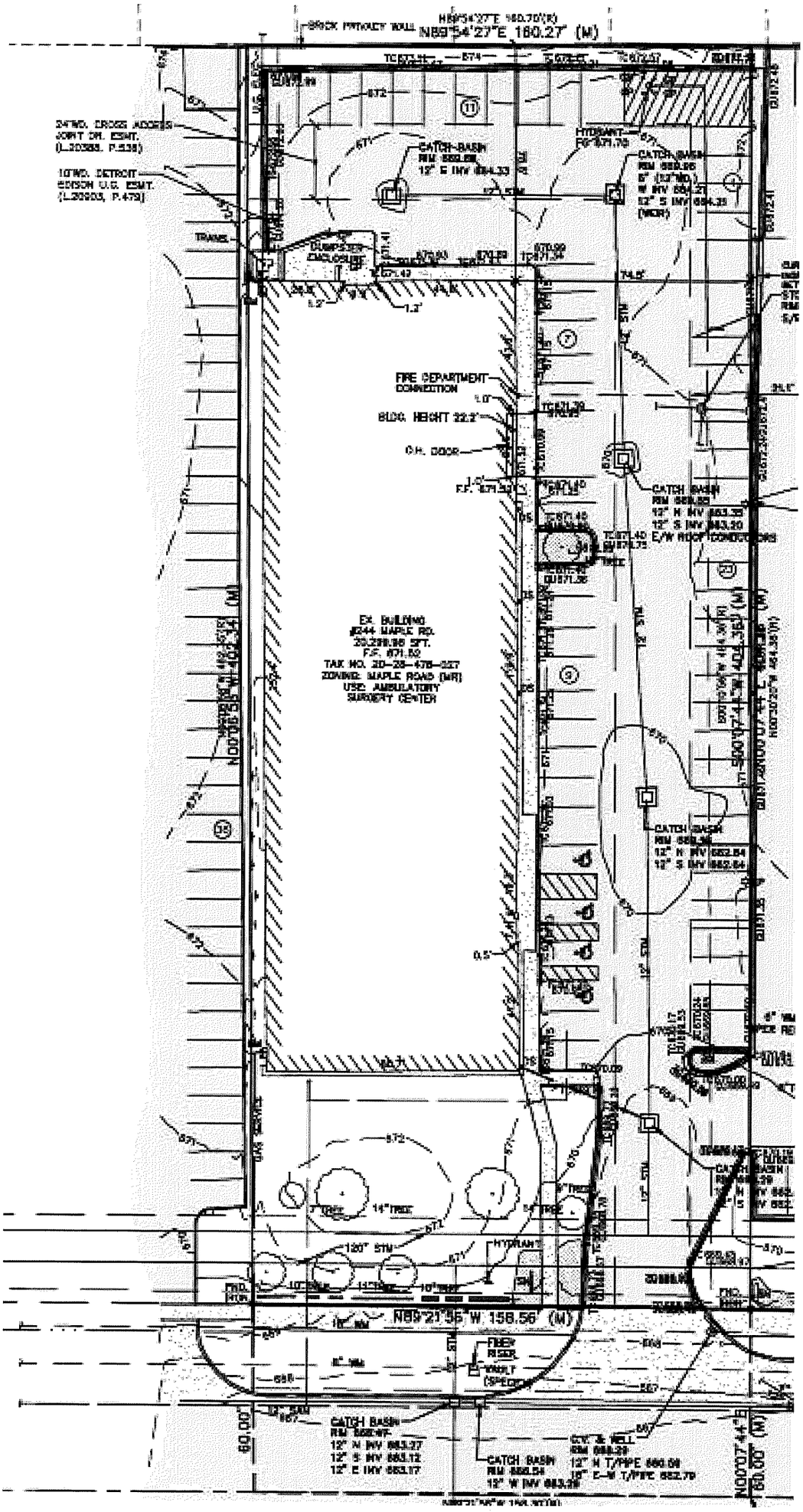
The foregoing instrument was acknowledged before me on this _____ day of _____, _____, by Ethan D. Baker, Mayor and M. Aileen Dickson, City Clerk of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____
*_____
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in _____County, Michigan

Prepared by:
Brandon Kaufman
Vision Quest Consulting, Inc.
4729 Wendrick Dr., West Bloomfield, MI 48323

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Exhibit A – Legal Description



The legal description of the real property on which the improvement is to be made is as follows:

Parcel Number – 20-28-478-027

Parcel Address – 244 W. Maple Road, Troy, MI 48084

Land in the City of Troy, County of Oakland County, Michigan, described as follows:

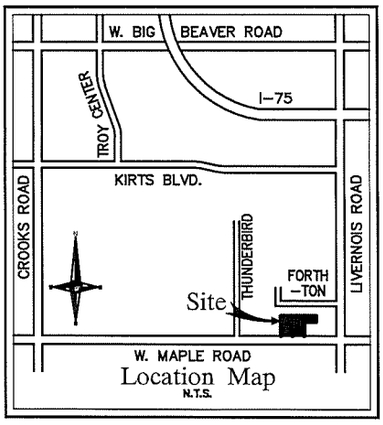
Part of the Southeast 1/4 of Section 28, Town 2 North, Range 11 East, more particularly described as: Beginning at a point distant North 89 degrees 21 minutes 56 seconds West 996.00 feet from the Southeast section corner; thence North 89 degrees 21 minutes 56 seconds West 158.30 feet; thence North 00 degrees 06 minutes 58 seconds West 462.35 feet; thence North 89 degrees 54 minutes 27 seconds East 160.70 feet; thence South 00 degrees 10 minutes 56 seconds West 464.36 feet to the beginning, except the South 60 feet in road.

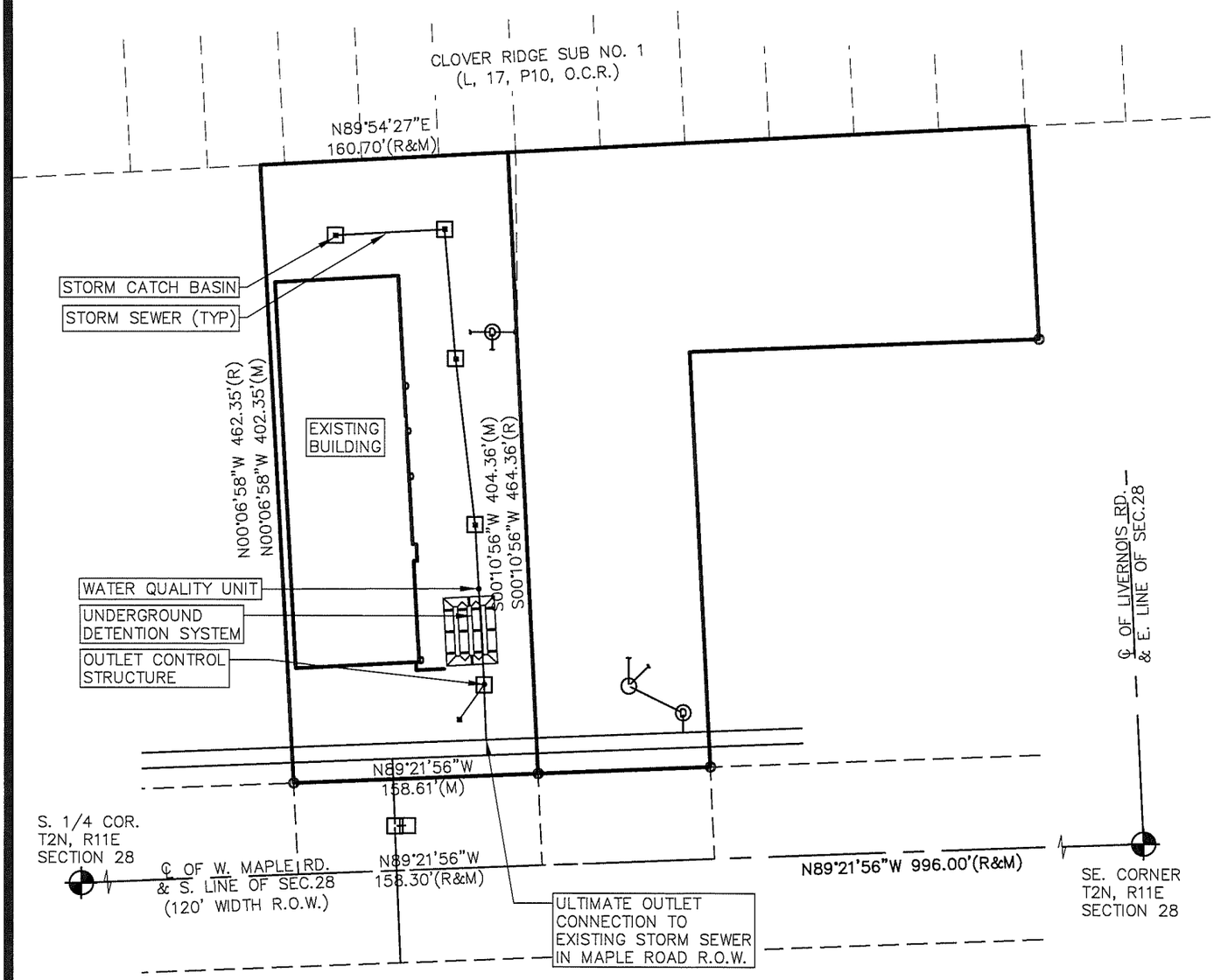
Also described as follows pursuant to ALTA Survey by NF Engineers dated April 24, 2025, Job no. .036:

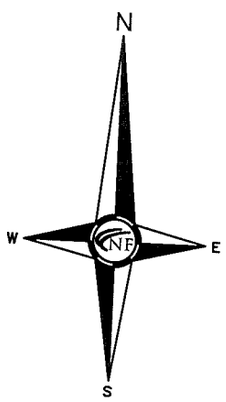
Part of the Southeast 1/4 of Section 28, Town 2 North, Range 11 East, more particularly described as: Beginning at a point distant North 89 degrees 21 minutes 56 seconds West 996.00 feet and North 00 degrees 10 minutes 58 seconds East, 60.00 feet from the Southeast corner of said Section 28 to a point on the Northerly 60 foot right-of-way line of West Maple Road (120 feet wide); thence North 89 degrees 21 minutes 56 seconds West, 158.61 feet; thence North 00 degrees 06 minutes 58 seconds West, 402.35 feet; thence North 89 degrees 54 minutes 27 seconds East, 160.70 feet; thence South 00 degrees 10 minutes 56 seconds West, 404.36 feet to the beginning,

Exhibit B – Storm System

STORMWATER MAINTENANCE AGREEMENT EXHIBIT

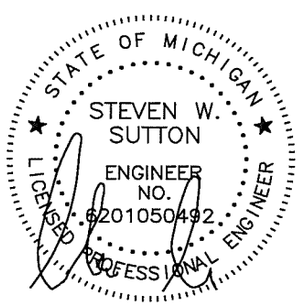






0' 100' 200' 300'

SCALE 1" = 100'



NF ENGINEERS
CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS
46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 03/02/2026 JOB NO. 0036-01 SCALE 1" = 100'
CLIENT VISION QUEST CONSULTING, INC. SHEET NO. 1 of 1

STORMWATER NARRATIVE:

Stormwater enters the storm sewer system through a series of catch basins and roof drains. Stormwater is then routed to an underground detention system through a water quality unit which treats the stormwater per OCWRC requirements. The underground detention system is comprised of CMP and stone void used for detaining volume. This system uses an outlet control structure to provide restricted outlets of the Ved and 100 year storages that ultimately releases into the city sewer within the Maple Road Right of Way.

Exhibit C – Stormwater O&M Plan

STORMWATER MANAGEMENT SYSTEM – PERMANENT MAINTANANCE

DATE/TIME OF INSPECTION: _____

INSPECTOR: _____

STORMWATER MANAGEMENT SYSTEM
MAINTENANCE TASKS AND SCHEDULE

POST CONSTRUCTION

MAINTENANCE ACTIVITIES	Catch Basins, Inlets	Storm Sewers, Basin Inlets, Outlets	Grassed Underground Detention	Outlet Control Structures	Overflow Route	Pavement Areas	Trench Drains	FREQUENCY
MONITORING/INSPECTION								
Inspect for sediment accumulation**/clogging of stone filter	X	X	X	X	X			Annually
Inspect for erosion and integrity of banks and berms		X	X		X			Annually and after major events
Inspect for floatables, dead vegetation and debris	X	X	X	X	X		X	Annually and after major events
Inspect all components during wet weather and compare to as-built plans	X	X	X	X	X	X	X	Annually
Monitor plantings/vegetation			X		X			2 times a year
Ensure means of access for maintenance remain clear/open	X	X	X	X	X		X	Annually
PREVENTIVE MAINTENANCE								
Mowing			X	X	X			Up to 2 times/year*
Remove accumulated sediment	X	X	X	X			X	As needed**
Remove floatables, dead vegetation and debris	X	X	X	X	X		X	As needed
Replace or wash/reuse stone riser debris				X	X			Every 3 years; more frequently if needed***
Remove invasive plant species			X					Annually
Sweeping of pavement surfaces (streets and parking areas)						X		As needed
REMEDIAL ACTIONS								
Repair/stabilize areas of erosion		X	X		X			As needed
Replace dead plantings, bushes, trees			X					As needed
Reseed bare areas			X		X			As needed
Structural repairs or replacement in kind	X	X		X	X	X	X	As needed
Make adjustments/repairs to ensure proper functioning	X	X	X	X	X	X	X	As needed
Oil and gasoline spills						X		Immediately

* NOT TO EXCEED THE LENGTH ALLOWED BY CITY ORDINANCE.

** FOREBAYS AND DETENTION BASIN TO BE CLEANED WHENEVER SEDIMENT ACCUMULATES TO A DEPTH OF 6-12 INCHES OR IF SEDIMENT RESUSPENSION IS OBSERVED

*** REPLACE STONE IF IT CAN NOT BE ADEQUATELY CLEANED.

NOTE:
WHILE PERFORMING MAINTENANCE, CHEMICALS SHOULD NOT BE APPLIED TO THE FOREBAYS, DETENTION BASIN, BUFFER STRIP OR WATERCOURSES

SUMMARY:

INSPECTORS REMARKS: _____

_____

_____

_____

OVERALL CONDITION OF FACILITY: _____

RECOMMENDED ACTIONS NEEDED: _____

DATES ANY MAINTENANCE MUST BE COMPLETED BY: _____

APPROVED

AS NOTED:
CITY OF TROY LAND SURVEYOR

DATE: 03/04/2026

Reviewed description on page 6 and diagram on page 8.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.15.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of a Permanent Easement, NMD Real Estate Group, LLC, Sidwell #88-20-28-478-025

History

NMD Real Estate, LLC, is the owner of 230 West Maple Road, located in Section 28, west of Livernois, and having Sidwell #88-20-28-478-025. The industrial property is zoned MR Maple Road. Plans for a property improvement project immediately to the west showed the need for a water main easement to service this property. Thus, owner NMD Real Estate, LLC, conveyed easement rights to the City for this public utility.

Financial

The consideration amount on the easement document is $1.00.

Recommendation

City Management recommends acceptance of the attached permanent easement consistent with our policy of accepting easements for improvement and development purposes.

Suggested Resolution:
RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from NMD Real Estate, LLC, owner of the property having Sidwell #88-20-28-478-025.

BE IT FURTHER RESOLVED, That the City Clerk is **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.

GIS Online



0 200 400 ft

Print Date: 6/2/2026

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

PERMANENT EASEMENT
FOR WATER MAINS

Sidwell #88-20-28-478-025 (part of)

NMD REAL ESTATE, LLC, a Michigan limited liability company, Grantor, whose address is 4729 Wendrick Dr., West Bloomfield, Michigan 48323, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge, remove and/or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed __1__ signature(s)
this 20 day of March A.D. 2026.

NMD Real Estate, LLC, a Michigan limited liability company

By: _____
Brandon M. Kaufman
Its: Manager

[Acknowledgment on Following page]

STATE OF MICHIGAN)
COUNTY OF MACOMB)

The foregoing instrument was acknowledged before me this 26 day of March, 2026, by Brandon M. Kaufman, Manager of NMD Real Estate, LLC, a Michigan limited liability company, on behalf of the company.

JULLIAN D POLLARD
NOTARY PUBLIC
MY COMMISSION EXPIRES 5-4-2029
STATE OF MICHIGAN
COUNTY OF MACOMB

*

Notary Public, MACOMB County, Michigan
My Commission Expires 5/4/2029
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol, Esq.
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

WATER MAIN EASEMENT LEGAL DESCRIPTION

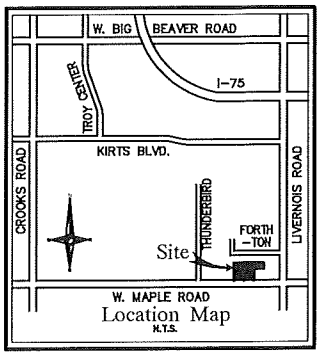
A 20.00 FEET WIDE EASEMENT FOR WATER MAIN LOCATED IN THE SOUTHEAST ¼ OF SECTION 28, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN; CENTERLINE OF SAID EASEMENT BEING MORE PARTICULARLY DESCRIBED AS:

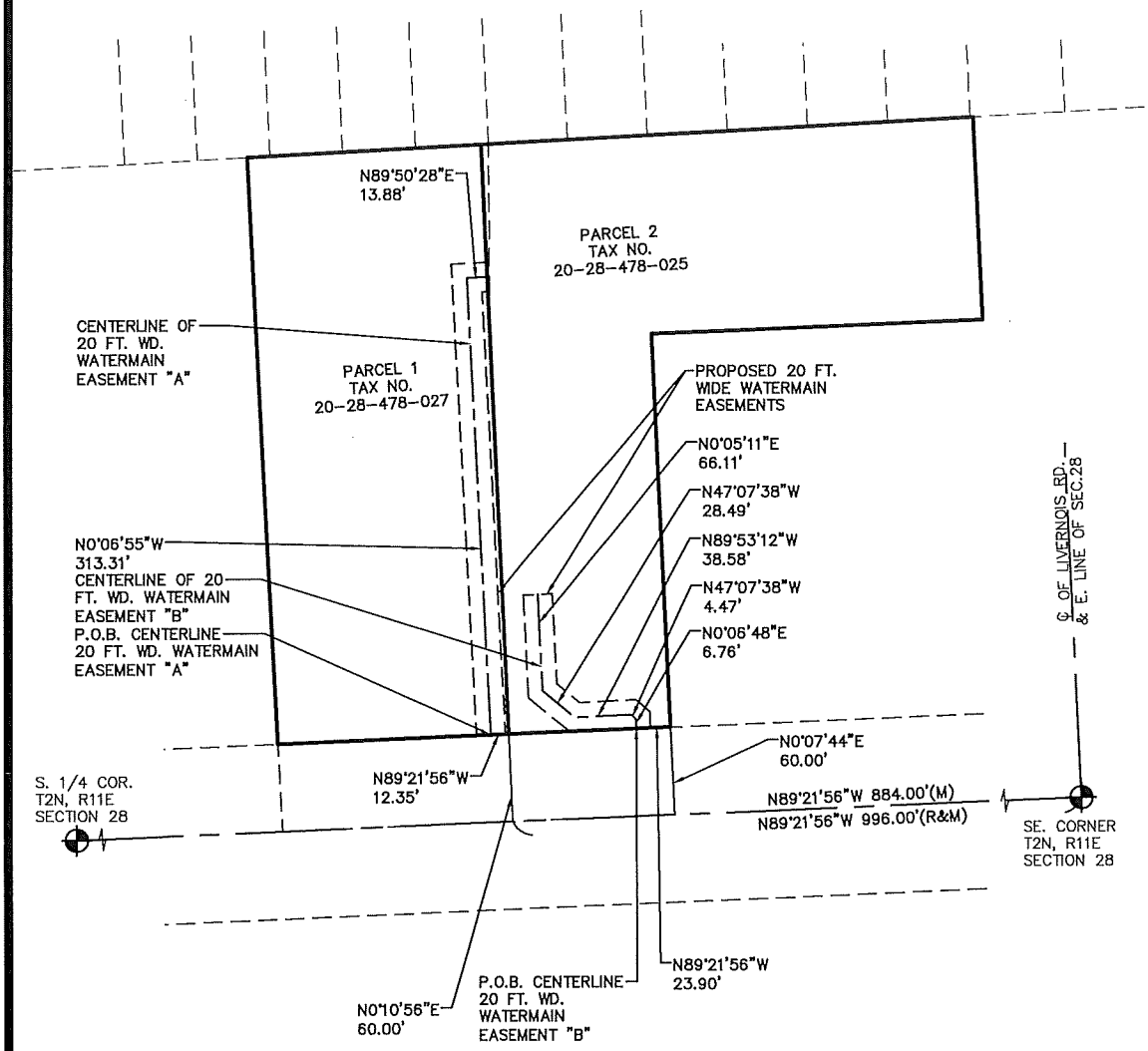
COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 28; THENCE N.89°21'56"W. ALONG THE SOUTH LINE OF SECTION 28 AND CENTERLINE OF MAPLE ROAD (120.00 FEET WIDE RIGHT-OF-WAY), 884.00 FEET; THENCE N.0°07'44"E., 60.00 FEET TO A POINT ON THE NORTH LINE OF MAPLE ROAD RIGHT-OF-WAY; THENCE N.89°21'56"W. ALONG SAID NORTH RIGHT-OF-WAY LINE, 23.90' TO THE POINT OF BEGINNING OF SAID WATER MAIN EASEMENT CENTERLINE; THENCE N.0°06'48"E. 6.76'; THENCE N.47°07'38"W. 4.47', THENCE N.89°53'12"W. 38.58'; THENCE N.47°07'38"W. 28.49'; THENCE N.0°05'11"E. 66.11' TO THE POINT OF ENDING.

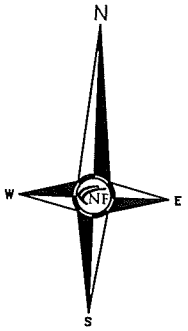
CONTAINING 2,858 SQUARE FEET OR 0.065 ACRES OF LAND, MORE OR LESS.

Exhibit B

WATER MAIN EASEMENT SKETCH

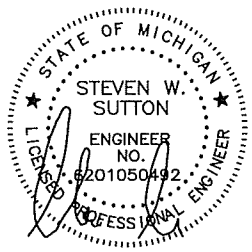






0' 100' 200' 300'

SCALE 1" = 100'



CNF ENGINEERS

CIVIL ENGINEERS
LAND SURVEYORS
LAND PLANNERS

46777 WOODWARD AVENUE, PONTIAC, MI 48342-5032
TEL. (248) 332-7931 FAX. (248) 332-8257

DATED 02/20/2026 JOB NO. 0036-01 SCALE 1" = 100'
CLIENT VISION QUEST CONSULTING, INC. SHEET NO. 3 of 4

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.16.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-005

History

As part of the development of a vacant parcel, the City of Troy received two permanent easements for franchise utilities and sanitary sewers from Prasad and Shailaja Bandar, owners of the property having Sidwell #88-20-15-179-005.

The parcel is zoned R-1B, One Family Residential. The property is located in the northwest ¼ of Section 15, west of John R, at Tallman and Eckford streets.

Financial

The consideration amount on each document is $1.00.

Recommendation

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

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Prasad Bandari and Shailaja Bandari, owners of the property having Sidwell #88-20-15-179-005.

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.

GIS Online



0 200 400 ft

Print Date: 6/3/2026

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

PERMANENT EASEMENT
FOR FRANCHISE UTILITIES

Sidwell #88-20-15-179-005 (pt)

Prasad Bandari and **Shailaja Bandari,** husband and wife, Grantors, whose address is 15636 Delmar Street, Overland Park, KS 66224, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Prasad Bandari

By _____(L.S.)
Shailaja Bandari

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Prasad Bandari and Shailaja Bandari, husband and wife.

Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

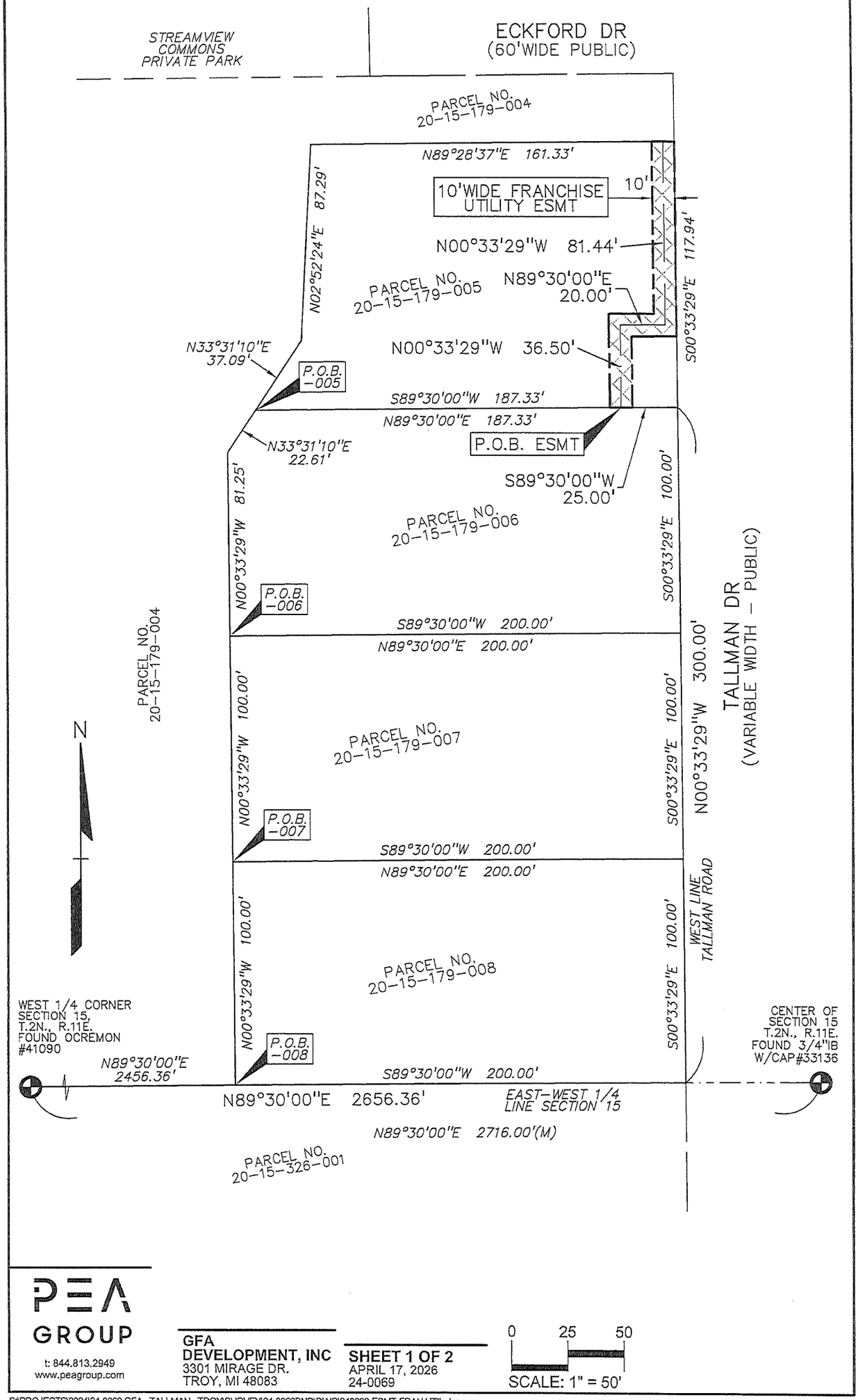
_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

SKETCH OF 10' WIDE FRANCHISE UTILITY EASEMENT



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-005
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 281.25 FT & N33-31-10E 22.61 FT FROM W 1/4 COR, TH N33-31-10E 37.09 FT, TH N02-52-24E 87.29 FT, TH N89-28-37E 161.33 FT, TH S00-33-29E 117.94 FT, TH S89-30-00W 187.33 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT
A 10 foot franchise utility easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 300.00 feet; thence S89°30'00"W, 25.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 36.50 feet;
thence N89°30'00"E, 20.00 feet;
thence N00°33'29"W, 81.44 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

PERMANENT EASEMENT
FOR SANITARY SEWERS

Sidwell #88-20-15-179-005 (pt)

Prasad Bandari and **Shailaja Bandari,** husband and wife, Grantors, whose address is 15636 Delmar Street, Overland Park, KS 66224, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed ~~his~~ 2MC signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Prasad Bandari

By _____(L.S.)
Shailaja Bandari

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Prasad Bandari and Shailaja Bandari, husband and wife.

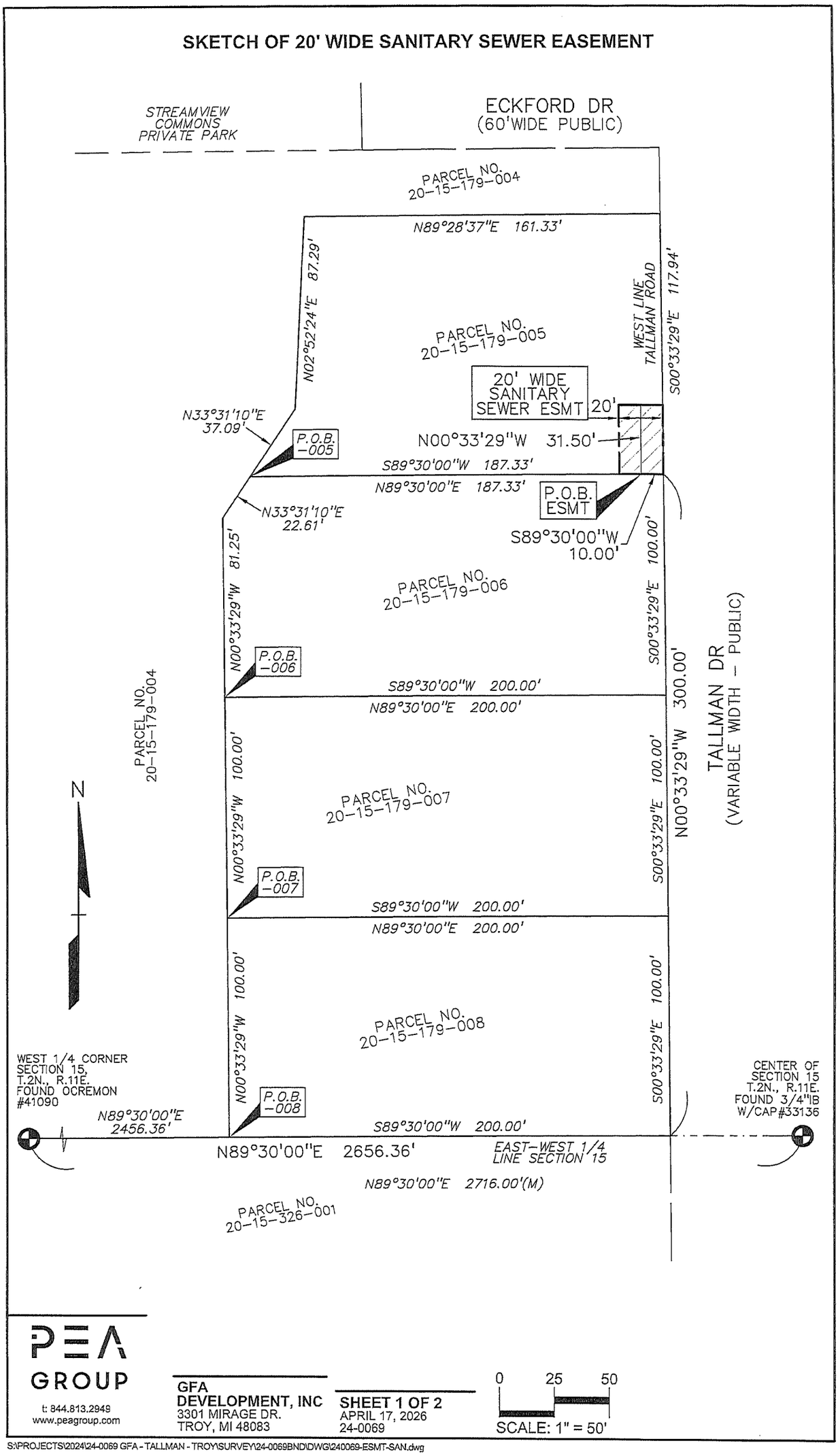
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-005
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 281.25 FT & N33-31-10E 22.61 FT FROM W 1/4 COR, TH N33-31-10E 37.09 FT, TH N02-52-24E 87.29 FT, TH N89-28-37E 161.33 FT, TH S00-33-29E 117.94 FT, TH S89-30-00W 187.33 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

20' WIDE SANITARY SEWER EASEMENT
A 20 foot wide sanitary sewer easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 300.00 feet; thence S89°30'00"W, 10.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 31.50 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.17.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-006

History

As part of the development of a vacant parcel, the City of Troy received two permanent easements for franchise utilities and sanitary sewers from Peter and Nicole Rodriguez, owners of the property having Sidwell #88-20-15-179-006.

The parcel is zoned R-1B, One Family Residential. The property is located in the northwest ¼ of Section 15, west of John R, at Tallman and Eckford streets.

Financial

The consideration amount on each document is $1.00.

Recommendation

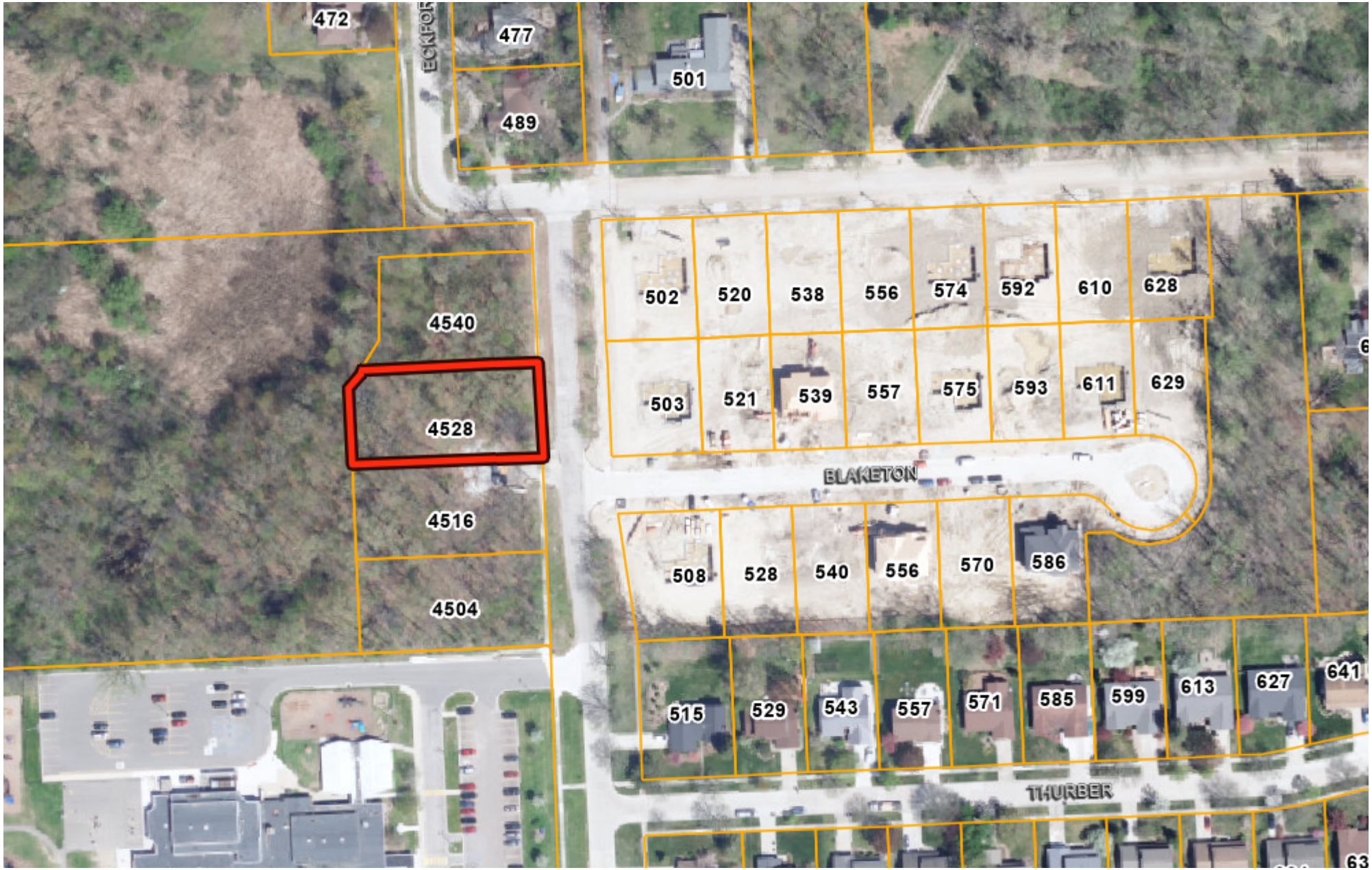
City Management recommends that City Council accept the attached permanent easements consistent with our policy of accepting easements for development and improvement purposes.

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Peter Rodriguez and Nicole Rodriguez, owners of the property having Sidwell #88-20-15-179-006.

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.

GIS Online



0 200 400 ft

Print Date: 6/3/2026

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

PERMANENT EASEMENT
FOR FRANCHISE UTILITIES

Sidwell #88-20-15-179-006 (pt)

Peter Rodriguez and **Nicole Rodriguez,** husband and wife, Grantors, whose address is 3348 Empire Drive, Rochester, MI 48309 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Peter Rodriguez

By _____(L.S.)
Nicole Rodriguez

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Peter Rodriguez and Nicole Rodrigues, husband and wife.

Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

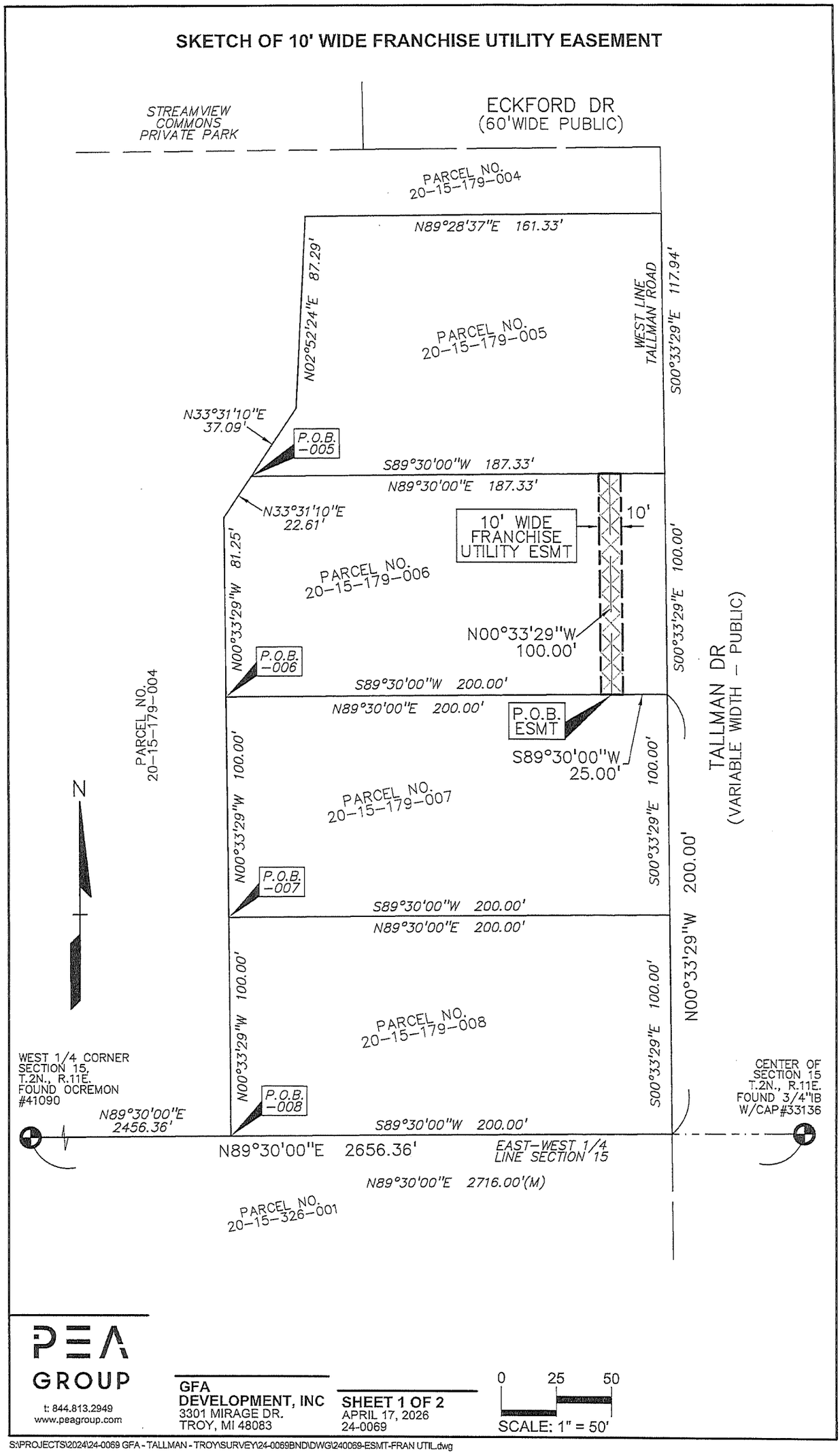
_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

88-20-15-179-006
Permanent Easement - Sanitary Sewers

EXHIBIT "A"



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

EXHIBIT "B"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-006
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 200 FT FROM W 1/4 COR, TH N00-33-29W 81.25 FT, TH N33-31-10E 22.61 FT, TH N89-30-00E 187.33 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT
A 10 foot franchise utility easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 200.00 feet; thence S89°30'00"W, 25.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 100.00 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

PERMANENT EASEMENT
FOR SANITARY SEWERS

Sidwell #88-20-15-179-006 (pt)

Peter Rodriguez and **Nicole Rodriguez,** husband and wife, Grantors, whose address is 3348 Empire Drive, Rochester, MI 48309 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Peter Rodriguez

By _____(L.S.)
Nicole Rodriguez

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Peter Rodriguez and Nicole Rodrigues, husband and wife.

Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

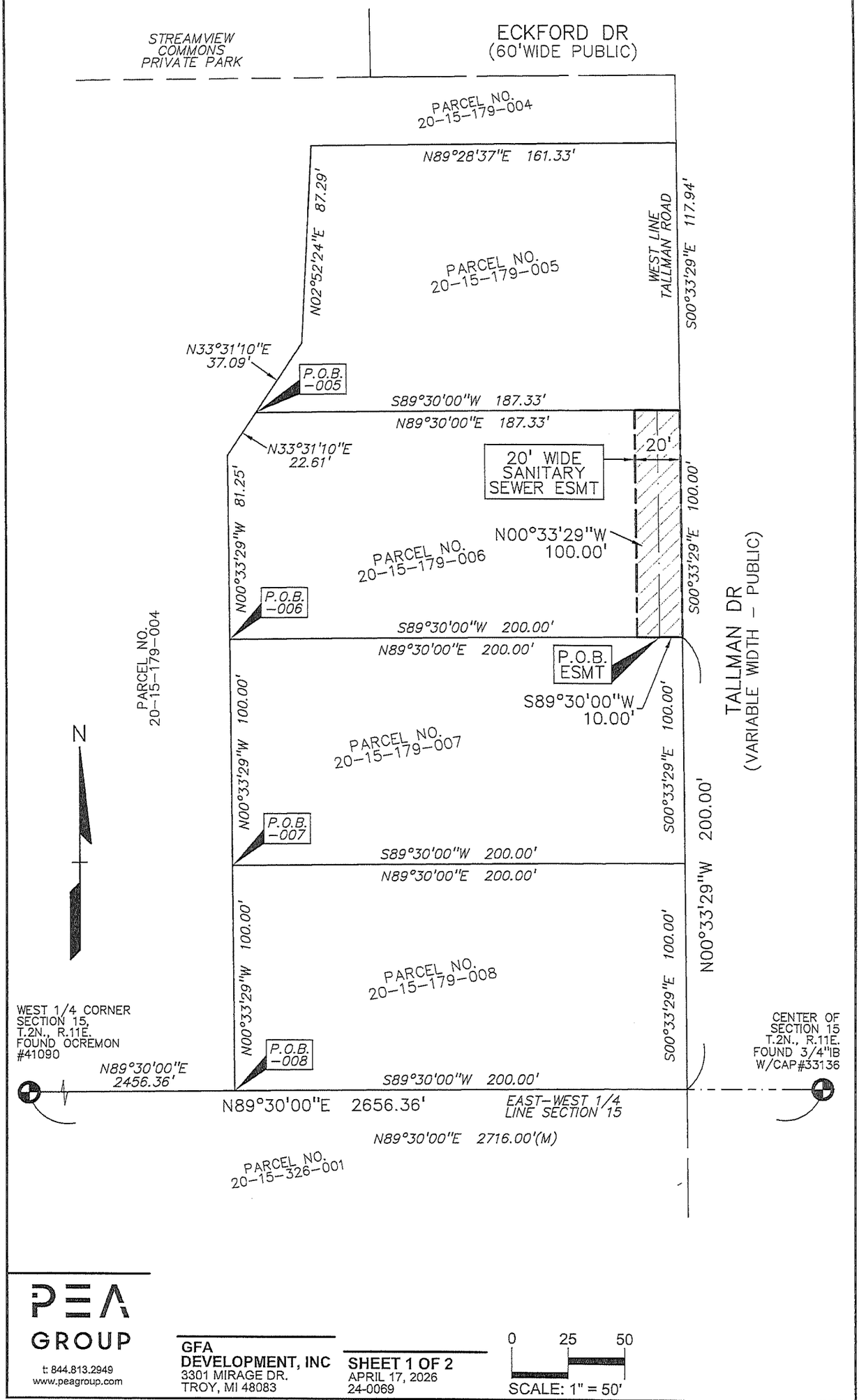
_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

SKETCH OF 20' WIDE SANITARY SEWER EASEMENT



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-006
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 200 FT FROM W 1/4 COR, TH N00-33-29W 81.25 FT, TH N33-31-10E 22.61 FT, TH N89-30-00E 187.33 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

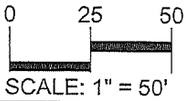
20' WIDE SANITARY SEWER EASEMENT
A 20 foot wide sanitary sewer easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 200.00 feet; thence S89°30'00"W, 10.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 100.00 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069



SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.18.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-007

History

As part of the development of a vacant parcel, the City of Troy received two permanent easements for franchise utilities and sanitary sewers from Elias Antypas, owner of the property having Sidwell #88-20-15-179-007.

The parcel is zoned R-1B, One Family Residential. The property is located in the northwest ¼ of Section 15, west of John R, at Tallman and Eckford streets.

Financial

The consideration amount on each document is $1.00.

Recommendation

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

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Elias Antypas, owner of the property having Sidwell #88-20-15-179-007.

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.

GIS Online



0 200 400 ft

Print Date: 6/2/2026

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

PERMANENT EASEMENT
FOR FRANCHISE UTILITIES

Sidwell #88-20-15-179-007 (pt)

Elias Antypas, Grantor, whose address is 1171 Cambria Drive, Troy, MI 48085 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise utilities** said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed __his__ signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Elias Antypas

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Elias Antypas.

Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

Merissa Clark
*

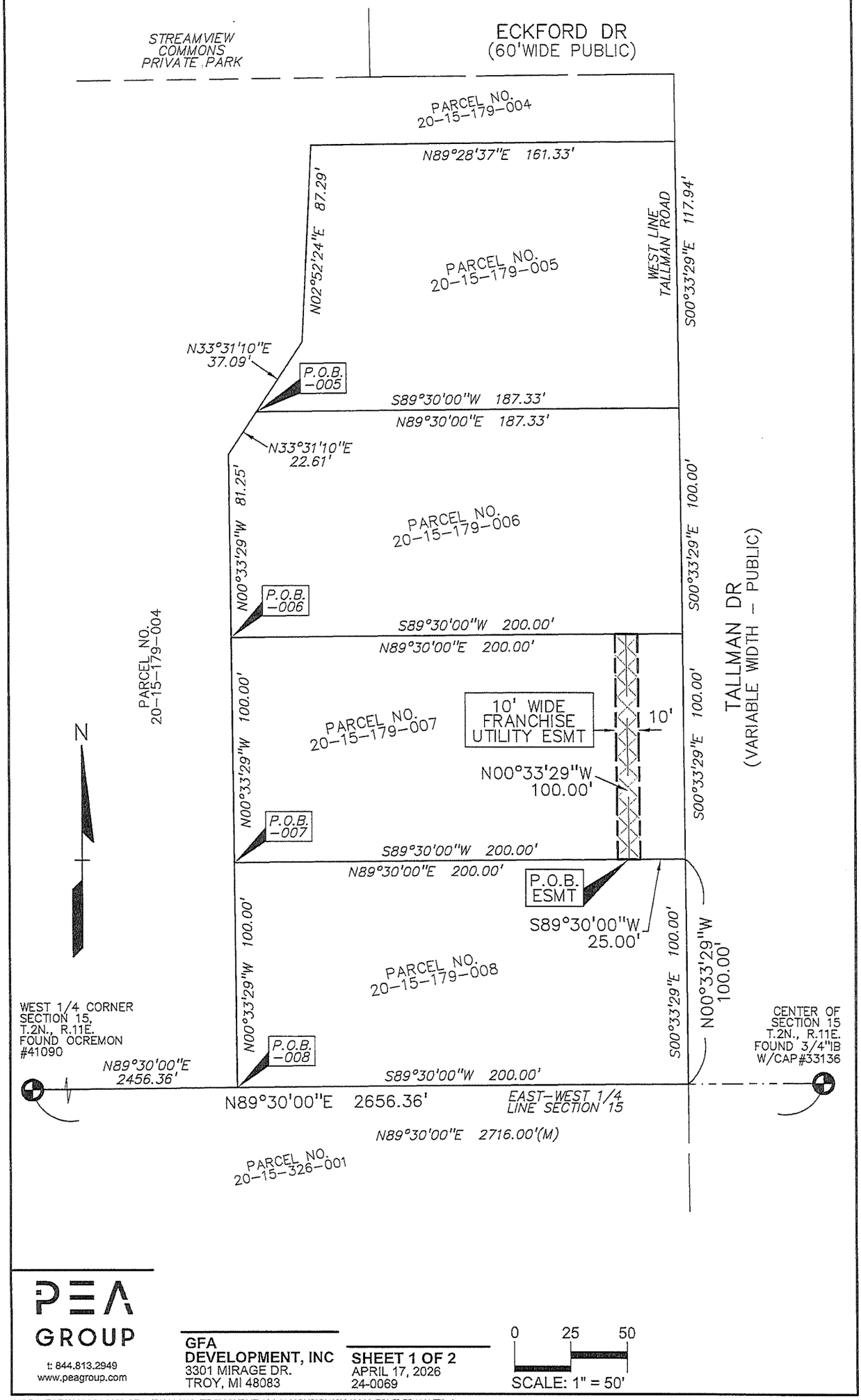
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"

SKETCH OF 10' WIDE FRANCHISE UTILITY EASEMENT



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-007
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 100 FT FROM W 1/4 COR, TH N00-33-29W 100 FT, TH N89-30-00E 200 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT
A 10 foot franchise utility easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 100.00 feet; thence S89°30'00"W, 25.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 100.00 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

PERMANENT EASEMENT
FOR SANITARY SEWERS

Sidwell #88-20-15-179-007 (pt)

Elias Antypas, Grantor, whose address is 1171 Cambria Drive, Troy, MI 48085 for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed __his__ signature(s)
this __15th__ day of May A.D. 2026.

By _____(L.S.)
Elias Antypas

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this __15th__ day of May, 2026, by Elias Antypas.

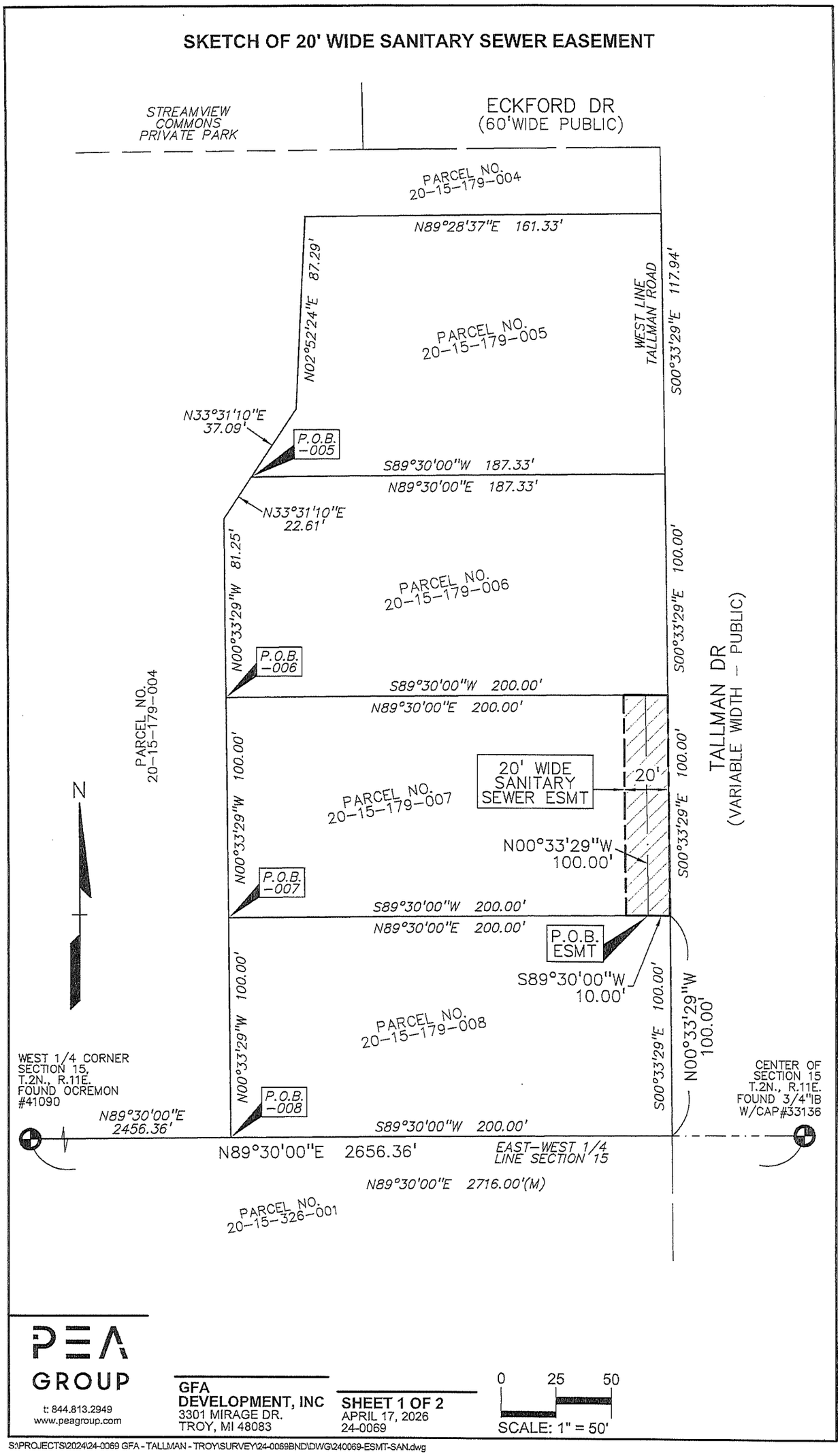
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-007
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT & N00-33-29W 100 FT FROM W 1/4 COR, TH N00-33-29W 100 FT, TH N89-30-00E 200 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

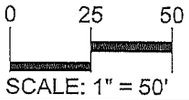
20' WIDE SANITARY SEWER EASEMENT
A 20 foot wide sanitary sewer easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 100.00 feet; thence S89°30'00"W, 10.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 100.00 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069



S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.19.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
G. Scott Finally, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of Two Permanent Easements, Sidwell #88-20-15-179-008

History

As part of the development of a vacant parcel, the City of Troy received two permanent easements for franchise utilities and sanitary sewers from Rohit Marawar and Amruta Mahajan, owners of the property, having Sidwell #88-20-15-179-008. The parcel is zoned R-1B, One Family Residential. The property is located in the northwest ¼ of Section 15, west of John R, at Tallman and Eckford streets.

Financial

The consideration amount on each document is $1.00.

Recommendation

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

Suggested Resolution:

BE IT RESOLVED, That Troy City Council hereby **ACCEPTS** two permanent easements for franchise utilities and sanitary sewers from Rohit Marawar and Amruta Mahajan, owners of the property having Sidwell #88-20-15-179-008.

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.

GIS Online



0 200 400 ft

Print Date: 6/2/2026

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

PERMANENT EASEMENT
FOR FRANCHISE UTILITIES

Sidwell #88-20-15-179-008 (pt)

Rohit Marawar and **Amruta Mahajan,** husband and wife, Grantors, whose address is 1724 Taylor Ave., Royal Oak, MI 48067, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **franchise utilities**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Rohit Marawar

By _____(L.S.)
Amruta Mahajan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Rohit Marawar and Amruta Mahajan, husband and wife.

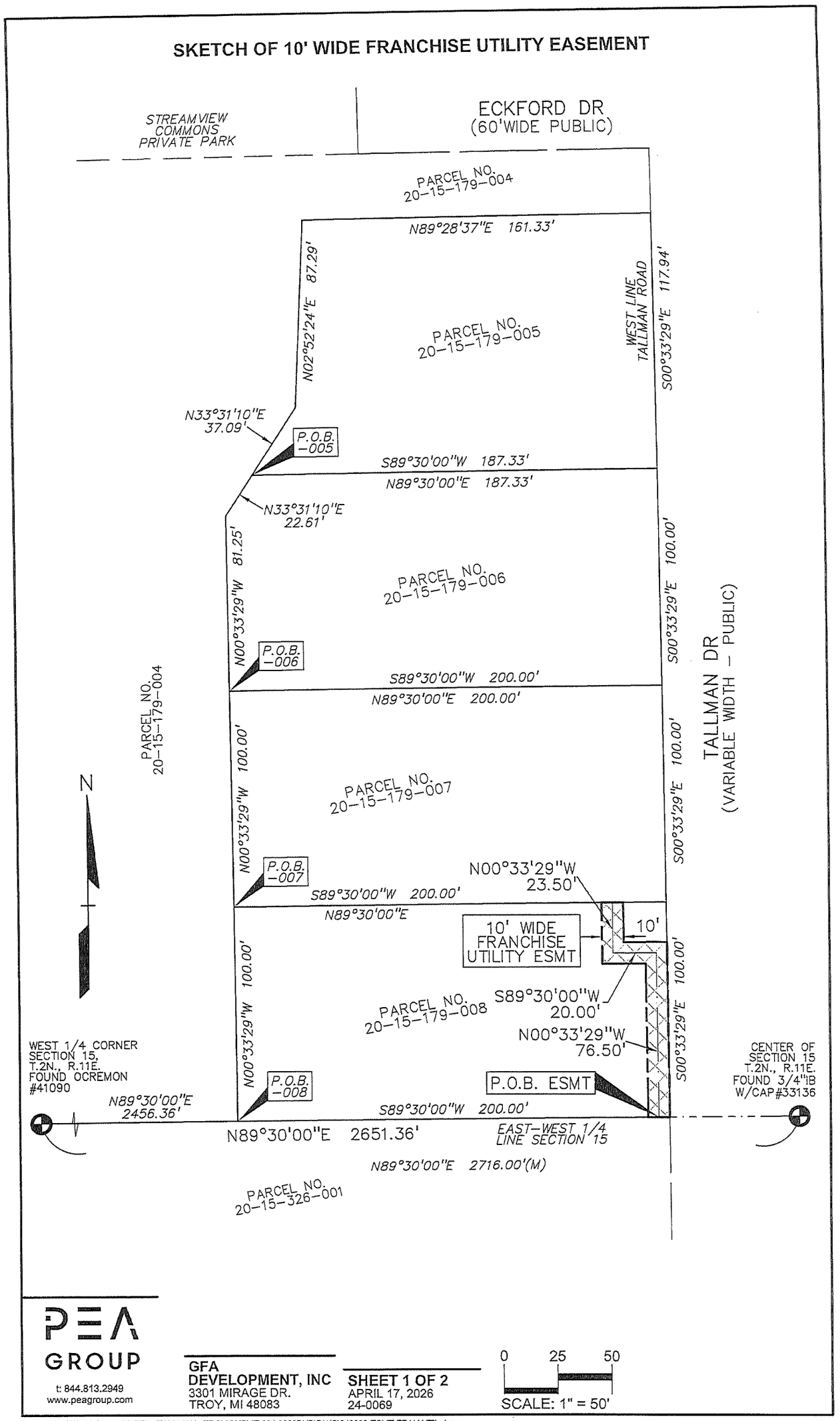
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"


SKETCH OF 10' WIDE FRANCHISE UTILITY EASEMENT
STREAMVIEW COMMONS PRIVATE PARK
ECKFORD DR (60'WIDE PUBLIC)
PARCEL NO. 20-15-179-004
N89°28'37"E 161.33'
N02°52'24"E 87.29'
PARCEL NO. 20-15-179-005
WEST LINE TALLMAN ROAD
S00°33'29"E 117.94'
N33°31'10"E 37.09'
P.O.B. -005
S89°30'00"W 187.33'
N89°30'00"E 187.33'
N33°31'10"E 22.61'
N00°33'29"W 81.25'
PARCEL NO. 20-15-179-006
P.O.B. -006
S89°30'00"W 200.00'
N89°30'00"E 200.00'
S00°33'29"E 100.00'
TALLMAN DR (VARIABLE WIDTH - PUBLIC)
PARCEL NO. 20-15-179-004
N00°33'29"W 100.00'
PARCEL NO. 20-15-179-007
P.O.B. -007
S89°30'00"W 200.00'
N89°30'00"E
N00°33'29"W 23.50'
10' WIDE FRANCHISE UTILITY ESMT
10'
S89°30'00"W 20.00'
N00°33'29"W 76.50'
PARCEL NO. 20-15-179-008
P.O.B. ESMT
N
WEST 1/4 CORNER SECTION 15, T.2N., R.11E. FOUND OCREMON #41090
N89°30'00"E 2456.36'
P.O.B. -008
S89°30'00"W 200.00'
N89°30'00"E 2651.36'
EAST-WEST 1/4 LINE SECTION 15
CENTER OF SECTION 15 T.2N., R.11E. FOUND 3/4"IB W/CAP#33136
N89°30'00"E 2716.00'(M)
PARCEL NO. 20-15-326-001
PEA GROUP
t: 844.813.2949
www.peagroup.com
GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083
SHEET 1 OF 2
APRIL 17, 2026
24-0069
0 25 50
SCALE: 1" = 50'
S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-008
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT FROM W 1/4 COR, TH N00-33-29W 100 FT, TH N89-30-00E 200 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

10' WIDE FRANCHISE UTILITY EASEMENT
A 10 foot franchise utility easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2651.36 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 76.50 feet;
thence S89°30'00"W, 20.00 feet;
thence N00°33'29"W, 23.50 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-FRAN UTIL.dwg

PERMANENT EASEMENT
FOR SANITARY SEWERS

Sidwell #88-20-15-179-008 (pt)

Rohit Marawar and **Amruta Mahajan,** husband and wife, Grantors, whose address is 1724 Taylor Ave., Royal Oak, MI 48067, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **sanitary sewers**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 2 signature(s)
this 15th day of May A.D. 2026.

By _____(L.S.)
Rohit Marawar

By _____(L.S.)
Amruta Mahajan

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 15th day of May, 2026, by Rohit Marawar and Amruta Mahajan, husband and wife.

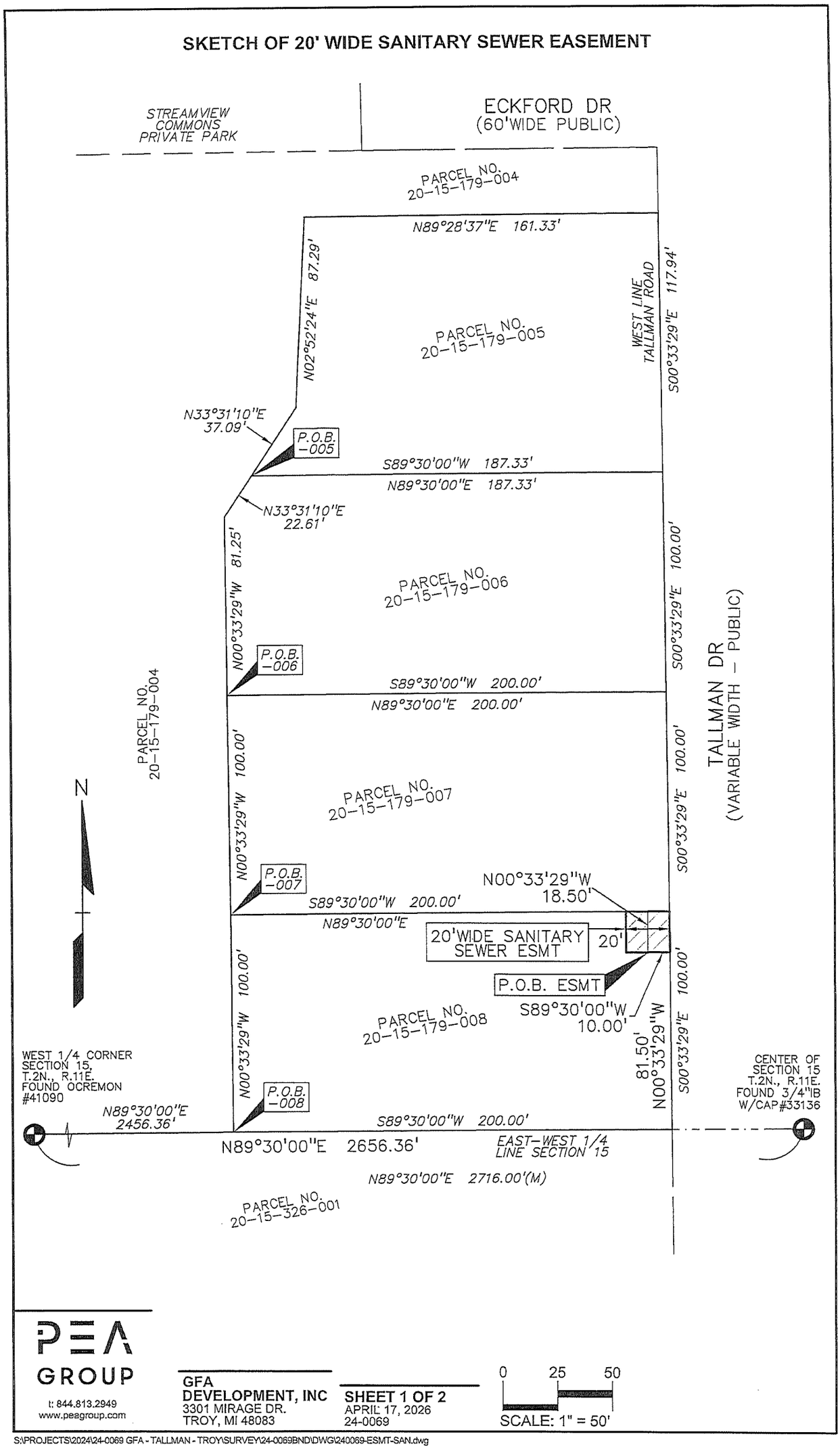
Merissa Clark
Notary Public - State of Michigan
County of Macomb
My Commission Expires April 25, 2029
Acting in the County of Oakland

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

Prepared by: Larysa Figol, SR/WA
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to: City Clerk
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

EXHIBIT "A"



PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 1 OF 2
APRIL 17, 2026
24-0069

0 25 50
SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

EXHIBIT "B"

LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per Oakland Online Tax Assessing)

PARCEL NO. 20-15-179-008
T2N, R11E, SEC 15 PART OF NW 1/4 BEG AT PT DIST N89-30-00E 2456.36 FT FROM W 1/4 COR, TH N00-33-29W 100 FT, TH N89-30-00E 200 FT, TH S00-33-29E 100 FT, TH S89-30-00W 200 FT TO BEG

LEGAL DESCRIPTION
(Per PEA Group)

20' WIDE SANITARY SEWER EASEMENT
A 20 foot wide sanitary sewer easement over part of the northwest 1/4 of Section 15, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan, the centerline of said easement being more particularly described as:

Commencing at the West 1/4 corner of said Section 15;
thence along the east-west 1/4 line of said section, N89°30'00"E, 2656.36 feet to the west line of Tallman Road (variable width); thence along said west line, N00°33'29"W, 81.50 feet; thence S89°30'00"W, 10.00 feet to the POINT OF BEGINNING;
thence N00°33'29"W, 18.50 feet to the POINT OF ENDING.

PEA GROUP
t: 844.813.2949
www.peagroup.com

GFA DEVELOPMENT, INC
3301 MIRAGE DR.
TROY, MI 48083

SHEET 2 OF 2
APRIL 17, 2026
24-0069



SCALE: 1" = 50'

S:\PROJECTS\2024\24-0069 GFA - TALLMAN - TROY\SURVEY\24-0069BND\DWG\240069-ESMT-SAN.dwg

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.20.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Kurt Bovensiep, Public Works Director
G. Scott Finlay, City Engineer
Larysa A. Figol, Sr. Right of Way Representative

Subject: Request for Acceptance of a Quit Claim Deed from GFA Oak Forest, LLC, Sidwell #88-20-11-203-015

History

GFA Oak Forest, LLC, is the owner of a very narrow strip of land, located in Section 11, between Bur Oak and Abbotsford, and identified by Sidewell #88-20-11-203-015. The City received a quit claim deed from GFA Oak Forest, LLC for the parcel that will allow the City to extend public utilities and, if needed, allow a future road connection.

Financial

The consideration amount on the quit claim deed is $1.00.

Recommendation

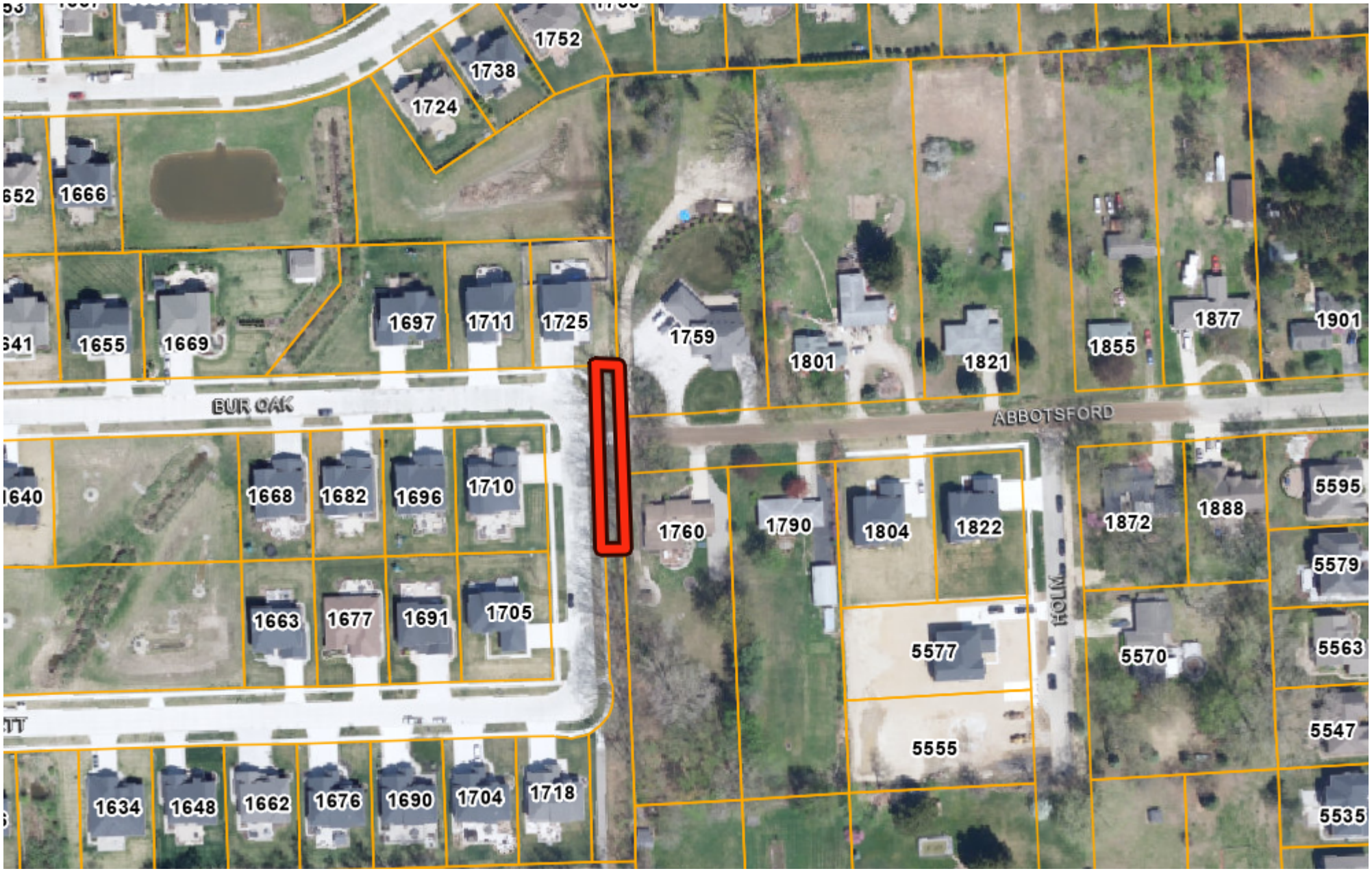
City Management recommends acceptance of the attached quit claim deed for public utilities, maintenance and a potential road connection.

Suggested Resolution:

RESOLVED, That Troy City Council **ACCEPTS** a quit claim deed from GFA Oak Forest, LLC, owner of the property having Sidwell #88-20-11-203-015.

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

GIS Online



0 200 400 ft

Print Date: 6/2/2026

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.

QUIT CLAIM DEED

Sidwell #88-20-11-203-015
Resolution #

KNOW ALL MEN BY THESE PRESENTS, That **GFA OAK FOREST, LLC**, a Michigan limited liability company whose address 985 Elmsford, Troy, MI 48083 hereby quit claims to the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, all right, title, interest and claim to the following described premises situated in the City of Troy, County of Oakland and State of Michigan to-wit:

SEE EXHIBIT "A" ATTACHED HERETO & BY REFERENCE MADE A PART HEREOF

For the sum of One Dollar and 00/100 Dollars ($1.00).

Subject to easements and building and use restrictions of record and further subject to

_____

_____.

Dated this 22nd day of May, 2026.

GFA OAK FOREST, LLC
a Michigan limited liability company

By: _____
*Gary Abitheira
Member

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 22nd day of May, 2026, by Gary Abitheira, Member of GFA OAK FOREST, LLC, a Michigan limited liability company, on behalf of the company.

L FIGOL
NOTARY PUBLIC - STATE OF MICHIGAN
COUNTY OF OAKLAND
My Commission Expires March 02, 2031
Acting in the County of Oakland

_____
*

Notary Public, _____County, MI
My commission expires: _____
Acting in _____County, MI

County Treasurer's Certificate		City Treasurer's Certificate
When recorded return to: City Clerk City of Troy 500 West Big Beaver Troy, MI 48084	Send subsequent tax bills to:	Drafted by: Larysa Figol, SR/WA City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel #88-20-11-203-015 Recording Fee _____ Transfer Tax _____

**TYPE OR PRINT NAMES UNDER SIGNATURES*

OAKLAND COUNTY MICHIGAN

EXHIBIT A

LAMS

(88) 20-11-203-015

CVT:	City of Troy	**PIN:**	(88) 20-11-203-015
Status:	Active	**Parcel Type:**	Land
Add Date:	8/8/2019	**Delete Date:**	
		Last Activity:	8/10/2019

Tax Description	
1	T2N, R11E, SEC 11
2	OAKLAND COUNTY
3	CONDOMINIUM PLAN NO 2268
4	OAK FOREST NO. 3 CONDOMINIUM
5	GEN COM ELE
6	TO BE ASSESSED WITH
7	ALL UNITS IN CONDO
8	L 52960 P 327
9	8-7-19 FR 201-010

Land Lineage

Parent				Child				Split
CVT	PIN	Status	Date	CVT	PIN	Status	Date	Date
88	20-11-201-010	Inactive	08/08/19	88	20-11-203-015	Active	08/08/19	08/07/19

Address Information

Primary Mailing Address	Site Address Indicator	Addressee(s)	Address
✉		★ Gfa Oak Forest Llc	985 Elmsford Dr Troy MI 48083-2803

Address Info Legend

✉ = Primary Mailing
⌂ = Primary Site
⌂ = Extra Site
★ = Primary
◆ = Secondary
● = Care Of
✿ = Other
Black = Individual
Brown = Organization
Green = Trust

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.21.

Date: June 11, 2026

To: Honorable Members of City Council

From: Lori Grigg Bluhm, City Attorney
Julie Quinlan Dufrane, Assistant City Attorney

Subject: Permanent Easement for Stormwater Sewers; Parcel 88-20-19-430-006 (part of) U of M Cardiology Building at 2112 Cunningham

---

History

The City of Troy requires a storm sewer over a parcel located north of Cunningham Drive, west of Coolidge. The property is owned by the Regents of the University of Michigan and identified by Sidwell #88-20-19-430-006. The storm sewer extends from the Sheffield Manor Subdivision, south to Cunnigham Drive.

The property is proposed as a future University of Michigan medical facility and part of PUD #9 located on the former K-Mart Headquarters site. City Council granted Concept Development Plan (CDP) and Preliminary Development Plan (PDP) approval for Phase 1A on June 9, 2025.

The attached easement is not the standard format used for most other properties, but it reflects language from both the attorney for the University of Michigan and the City to ensure that storm water drainage can be effectively managed from the subdivision to the north of the U of M property. Engineering staff have reviewed the responsibilities and requirements outlined in the easement and have no objection.

Legal Review

This item was reviewed by the City Attorney pursuant to City Charter Section 3.17.

Suggested Resolution:

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for storm sewers from the Regents of the University of Michigan, owner of the properties having Sidwell #88-20-19-430-006.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Mayor and City Clerk to **EXECUTE** the permanent easement.

BE IT FINALLY 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.

PERMANENT EASEMENT
FOR STORM SEWERS

Sidwell #88-20-19-430-006 (part of)

THE REGENTS OF THE UNIVERSITY OF MICHIGAN, a Michigan constitutional corporation, Grantor, whose address is 326 E. Hoover, Mail Stop E, Ann Arbor, Michigan 48109, for and in consideration of the sum of: One and no/100 Dollar ($1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, Michigan, 48084 and in the consideration of the mutual covenants set forth in this easement, Grantor grants to the Grantee a perpetual nonexclusive easement which is described and depicted on EXHIBIT B (the "Easement Area") under that portion of the Grantor's Property (as described on EXHIBIT A for sole purpose of constructing, reconstructing, modifying, operating, maintaining, repairing, upgrading, improving, inspecting, removing and/or replacing **storm sewers** (the "Permitted Facilities")and to enter upon sufficient land on the Grantor's Property adjacent to the Permitted Facilities for the purpose of the construction, operation, maintenance, repair and/or replacement thereof. Except in the event of a public health or safety emergency, Grantee shall provide reasonable notice prior to any entry onto the Grantor's Land and the Easement Area. Notice shall include a description of the proposed work. In the case of a public health or safety emergency, Grantee shall provide such notice as may be practicable under the circumstances.

All of Grantee's work within the Easement Area shall be performed (i) in accordance with good engineering practices, (ii) with as little inconvenience to Grantor as reasonably possible, (iii) in accordance with all applicable governmental laws, regulations and ordinances ("**Applicable Law**"), (iv) in a good and workman like manner, and (v) in compliance with the requirements of "Miss Dig," as set forth in MCL 460.721 through MCL 460.733, and any rules, regulations and restrictions Grantor establishes regarding the Easement Area, provided that the rules, regulations, and restrictions do not materially and adversely interfere with the Grantee's use of the Easement Area for the use permitted by this Agreement. Any such rules, regulations, and restrictions governing the Easement Area shall be provided to Grantee prior to the commencement of work by Grantee in the Easement Area.

Grantee is responsible for supervising the activities of its officials, officers, employees, servants, contractors, agents, guests and invitees, and others with whom it contracts to work in the Easement Area or it permits to be present on the Easement Area and for their compliance with the terms of this Agreement. Grantee shall take precautions adequate to protect the public and for the safety of any persons working within the Easement Area.

Grantee is responsible for all construction, alteration, maintenance, repair, or replacement activity undertaken pursuant to this Agreement.

Grantee understands and agrees that the Easement Area cannot be subject to liens, and Grantee will take all steps necessary to remove any liens that anyone places on the Easement Area as a result of Grantee's activities.

Grantee shall not use PCBs in the Easement Area, shall not allow any waste to be committed within the Easement Area, and shall comply with all applicable federal, state, and local environmental laws and regulations ("**Applicable Environmental Law**") in all activities undertaken pursuant to this Agreement. Grantee shall not permit the use, storage, or presence of hazardous materials (except in lawful quantities used properly) or generation of hazardous

waste on or within the Easement Area. If there is spillage or discharge, as a result of Grantee's activities, of paint, oil, gasoline or other toxic or potentially hazardous materials, or any other contamination within the Easement Area, Grantee shall provide all necessary clean-up and remediation at Grantee's expense. Further, Grantee agrees that if it disturbs any contaminated soil while performing work in the Easement Area, after notice by Grantor of the existence of or the potential existence of such contamination, and as a result is required to dispose of the contaminated soil, Grantee shall, be responsible for the costs of sampling, analysis, handling and disposing of the contaminated soil. Grantor shall approve of the disposal of any soil removed from the Easement Area and the disposal location of such soil. Grantor shall be deemed the generator of the contaminated soil and shall provide Grantee necessary and timely assistance in profiling the contaminated soil and executing required paperwork (including but not limited to waste profiles, manifests, or other shipping papers) for disposal of the contaminated soil as required by Applicable Environmental Law. If Grantee discovers, but does not disturb, any contaminated soil on Property owned by Grantor, Grantor shall be responsible for the costs of sampling, analysis, handling and disposing of the contaminated soil to the extent reasonable and necessary to permit Grantee to utilize the Easement Area for the use permitted by this Agreement. Grantee shall notify Grantor as promptly as reasonably possible after discovery of any suspected contaminated soil (but no more than (5) business days after discovery).

Grantor specifically retains the right to later install, replace, repair, and maintain at or above grade improvements such as roads, bus shelters, lighting, landscaping, to pave the surface of the Easement Area and park motor vehicles on the Easement Area, and to install fiber optic communication lines, so long as Grantor's doing so will not interfere with Grantee's rights under this Agreement.
Grantee shall use due care to avoid disturbing, damaging or destroying the property of Grantor and others, and Grantee shall at its expense rectify any disturbance it creates, repair any damage it causes and replace any property it destroys. The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

If in the future Grantor desires that Grantee relocate the Permitted Facilities, then, following written notice from the Grantor to the Grantee, the Grantee shall promptly relocate the Permitted Facilities at Grantor's expense, if such relocation is operationally feasible. If the new location is outside the Easement Area, the parties will terminate this Agreement pursuant to the termination paragraph below and enter into a new easement agreement as appropriate for the new location of the Permitted Facilities.

If this Agreement expires or is terminated for any reason, Grantee shall either (a) remove the Permitted Facilities and any other property belonging to it from the Easement Area at Grantee's cost and restore the Easement Area as nearly as practical to the condition it was in immediately prior to the installation of the Permitted Facilities or (b) abandon the Permitted Facilities in place if that would be less intrusive to the Easement Area, provided that abandonment must be consented to by the Grantor. Any Permitted Facilities or other property belonging to Grantee remaining on, in, or under the Easement Area after the Removal Period shall automatically become the property of Grantor, but Grantor shall nevertheless be permitted to remove and dispose of all such property at Grantee's cost except where they are to be abandoned in place.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed ___ signature(s)
this _____ day of June A.D. 2026.

GRANTOR:
THE REGENTS OF THE UNIVERSITY OF MICHIGAN,
a Michigan constitutional corporation

By _____(L.S.)
Chris Allen
Its: Executive Director of Real Estate

[Acknowledgments on Following pages]

STATE OF MICHIGAN)
COUNTY OF WASHTENAW)

The foregoing instrument was acknowledged before me this _____ day of June, 2026, by Chris Allen, Executive Director of Real Estate of the Regents of The University of Michigan, A Michigan constitutional corporation, on behalf of the corporation.

_____
*
Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

[Signatures for City of Troy on Following pages]

IN WITNESS WHEREOF, the undersigned have executed this Permanent Easement for Storm Sewers as of this ____ day of _____, 2026.

CITY OF TROY,
a Michigan municipal corporation

By: _____
Name: Ethan Baker
Its: Mayor

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____

Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

IN WITNESS WHEREOF, the undersigned have executed this Permanent Easement for Storm Sewers as of this ____ day of _____, 2025.

CITY OF TROY,
a Michigan municipal corporation

By: _____
Name: M. Aileen Dickson
Its: Clerk

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this _____ day of _____, 2026 by _____, the _____ of the City of Troy, a Michigan municipal corporation, on behalf of the municipal corporation.

_____

Notary Public, _____County, Michigan
My Commission Expires_____
Acting in_____County, Michigan

[Prepared by and return to information on following page]

Prepared by:
Ciara Comerford P54920
Associate General Counsel
The University of Michigan
Ruthven Building, Suite 2300
1109 Geddes Avenue
Ann Arbor, MI 481091079

Return to: Troy City Clerk
City of Troy
500 W Big Beaver Rd.
Troy, MI 48084

EXHIBIT "A"

SKETCH AND DESCRIPTION OF 20 FOOT WIDE STORM SEWER EASEMENT

PART OF THE S.E. 1/4 OF SECTION 19,
T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MI.

DESCRIPTION OF NORTH PARCEL 2:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET TO A POINT ON THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 1120.06 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 400.01 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO THE POINT OF BEGINNING; THENCE CONTINUING S86°51'32"W (RECORDED AS S89°30'00"W) 400.02 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE N02°39'58"W 534.88 FEET TO A POINT ON THE SOUTH LINE OF SHEFFIELD MANOR SUBDIVISION AS RECORDED IN LIBER 142 OF PLATS, PAGES 22–24 OAKLAND COUNTY RECORDS; THENCE N87°10'37"E (RECORDED AS N89°49'05"E) 400.00 FEET ALONG THE SOUTH LINE OF SAID SHEFFIELD MANOR SUBDIVISION; THENCE S02°39'58"E 532.66 FEET TO THE POINT OF BEGINNING, CONTAINING 4.901 ACRES OF LAND, MORE OR LESS, SUBJECT TO EASEMENTS OF RECORD, IF ANY.

DESCRIPTION OF 20 WIDE FOOT STORM SEWER EASEMENT FOR PARCEL 2:

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

COMMENCING AT THE SOUTHEAST CORNER OF SAID SECTION 19; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 120.00 FEET ALONG THE EAST LINE OF SAID SECTION 19 AND THE CENTERLINE OF COOLIDGE HIGHWAY (120 FEET WIDE); THENCE S86°51'32"W (RECORDED AS S89°30'00"W) 60.00 FEET; THENCE N02°39'58"W (RECORDED AS N00°01'30"W) 1120.06 FEET ALONG THE WEST RIGHT OF WAY LINE OF SAID COOLIDGE HIGHWAY, TO A POINT ON THE NORTH RIGHT OF WAY LINE OF CUNNINGHAM DRIVE (100 FEET WIDE); THENCE S86°51'32"W 437.30 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE TO THE POINT OF BEGINNING; THENCE CONTINUING S86°51'32"W 20.00 FEET ALONG THE NORTH RIGHT OF WAY LINE OF SAID CUNNINGHAM DRIVE; THENCE N03°01'03"W 532.97 FEET TO A POINT ON THE SOUTH LINE OF SHEFFIELD MANOR SUBDIVISION AS RECORDED IN LIBER 142 OF PLATS, PAGES 22–24 OAKLAND COUNTY RECORDS; THENCE N87°10'37"E 20.00 FEET ALONG THE SOUTH LINE OF SAID SHEFFIELD MANOR SUBDIVISION; THENCE S03°01'03"E 532.86 FEET, TO THE POINT OF BEGINNING.

CLIENT:
KIMLEY–HORN OF MICHIGAN, INC.
3000 TOWN CENTER, STE 2600
SOUTHFIELD, MI. 48075
scott.willson@kimley–horn.com

REVISIONS:

LEHNER SURVEYING & CONSULTING INC.
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

DESCRIPTIONS

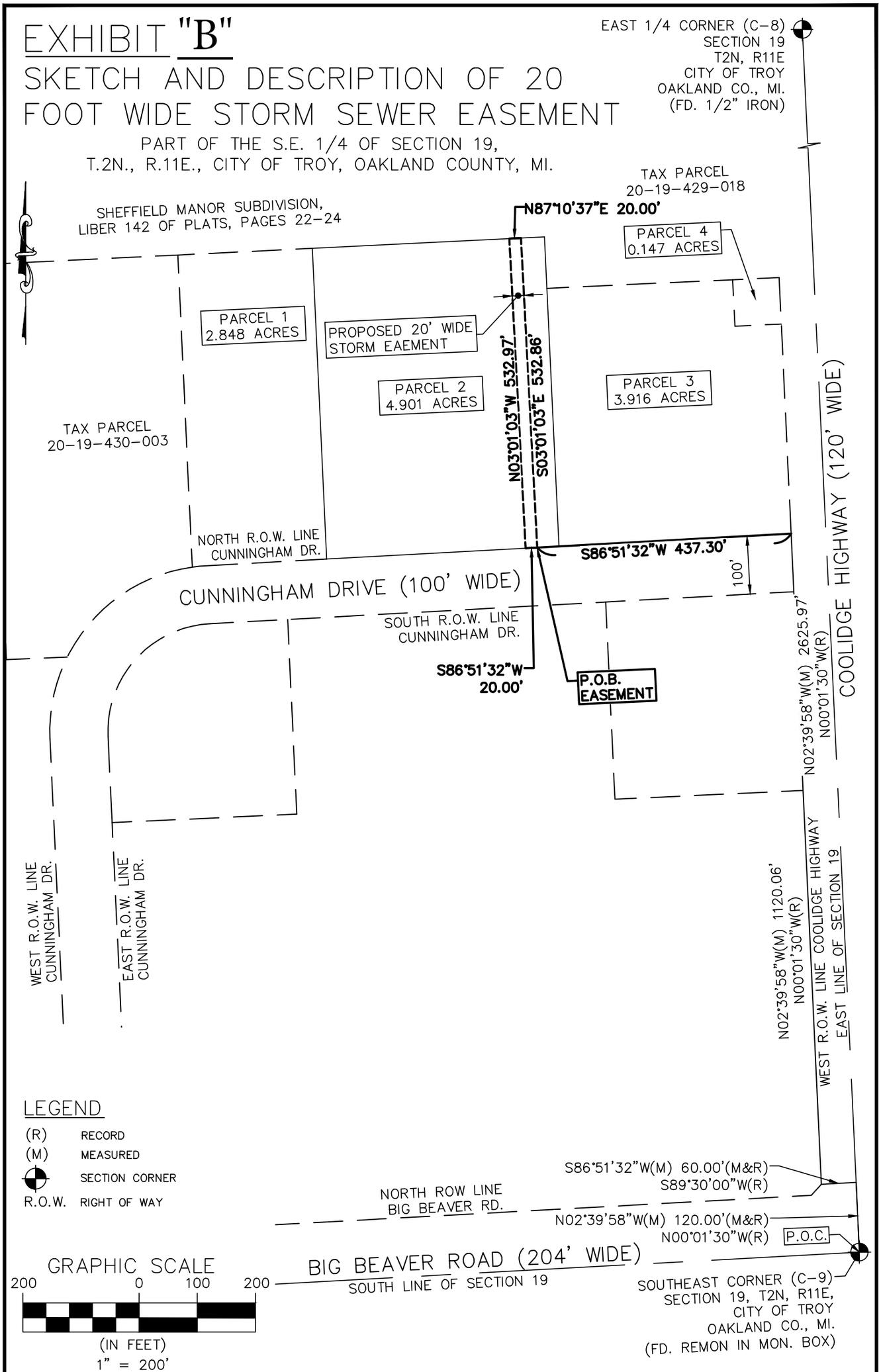
PROJECT NO:	DRAWN BY:
24–050	SEP
DATE:	CHECK BY:
02/11/2026	LMD
SCALE:	PAGE:
N/A	3 of 3

F:\24\24–050 Somerset West\Drawings\EASEMENTS\24–050 NORTH PARCEL STM ESMT.dwg Susan Palazzola

EXHIBIT "B"

SKETCH AND DESCRIPTION OF 20 FOOT WIDE STORM SEWER EASEMENT

PART OF THE S.E. 1/4 OF SECTION 19,
T.2N., R.11E., CITY OF TROY, OAKLAND COUNTY, MI.



LEGEND

(R)	RECORD
(M)	MEASURED
⊕	SECTION CORNER
R.O.W.	RIGHT OF WAY

GRAPHIC SCALE
200 0 100 200
(IN FEET)
1" = 200'

CLIENT:
KIMLEY-HORN OF MICHIGAN, INC.
3000 TOWN CENTER, STE 2600
SOUTHFIELD, MI. 48075
scott.willson@kimley-horn.com

REVISIONS:

LEHNER SURVEYING & CONSULTING INC.
17001 NINETEEN MILE ROAD, SUITE 3
CLINTON TOWNSHIP, MI 48038
586.412.7050

PROPOSED 20 FOOT WIDE STORM SEWER EASEMENT SKETCH-PARCEL 2

PROJECT NO: 24-050	DRAWN BY: SEP
DATE: 02/11/2026	CHECK BY: LMD
SCALE: 1" = 200'	PAGE: 2 of 3

F:\24\24-050 Somerset West\Drawings\EASEMENTS\24-050 NORTH PARCEL STM ESMT.dwg Susan Palazzola

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.22.

Date: June 11, 2026

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Continued Specialized Legal Services

Attorney Samantha A. Kopacz was hired in August 2021 to provide the City with specialized legal advice, which included the creation of a new Volunteer Firefighter Incentive Plan in 2023. At that time, Attorney Kopacz was a partner at Miller Canfield. In 2024, she moved to Honigman, a new law firm. Since her move, she has continued to provide the City with specialized legal advice, which includes a legal analysis of the Volunteer Firefighters Incentive Committee's requested amendments to the 2023 plan. She has also started the drafting of some proposed revisions to the 2023 plan.

Based on the amounts already paid and the estimated amount of work required, it is likely that the total legal bill will exceed the City's $10,000 purchasing threshold, so we are requesting a formal resolution that would authorize payment for her continued legal services at her new firm. A proposed resolution has been provided for your consideration.

I'm happy to answer any questions that you have.

Suggested Resolution:
BE IT RESOLVED, That Troy City Council hereby **DETERMINES** that the public interest will be best served by **CONTINUING** the legal engagement of attorney Samantha A. Kopacz, who has moved to the Honigman law firm. Attorney Kopacz is continuing to provide specialized legal advice related to the Volunteer Firefighter's Incentive Plan, which she principally drafted in 2023.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

J.23.

Date: June 11, 2026

To: Honorable Mayor and Troy City Council Members

From: Lori Grigg Bluhm, City Attorney

Subject: Resolution Granting Eligibility for a Payment In Lieu of Taxes to 920 On The Park

---

Chapter 99 is a City Ordinance that allows the City to enter into an agreement to facilitate new investments in low-income housing. There are currently three properties that have been granted a Payment In Lieu of Taxes contract. One of these properties is 920 On The Park, previously known as Oakland Towers I. This is a 297-unit high rise that is home to over 300 low-income seniors and persons with disabilities. There are 255 one-bedroom units, and 41 two-bedroom units. The owner of the property since 2003 is POAH. POAH is hoping to do a major renovation to this building, which is anticipated to be financed, in part, through assistance from Oakland County and the Michigan State Housing Development Authority, as well as the City of Troy through a Payment In Lieu of Taxes. The total investment is approximately $28 million dollars, and is planned to include exterior improvements, HVAC improvements, In-Unit Improvements, as well as accessibility and public space amenities and improvements.

In order to facilitate this proposed project, Troy's ordinance requires City Council to pass a resolution granting eligibility for a Payment In Lieu of Taxes to 920 On The Park, previously known as Oakland Park Towers I. A resolution is proposed for your consideration.

Suggested Resolution:
WHEREAS, 920 On The Park, previously known as Oakland Park Towers I, is planning a significant renovation to its property, and is seeking financing through Low Income Housing Tax Credits and a mortgage from the Michigan State Housing Development Authority ("MSHDA Mortgage"), as well as Community Block Grant Funding from Oakland County, as well as other relief; and,

WHEREAS, As part of the financing, 920 On The Park is also seeking a Payment In Lieu Of Taxes (or "PILOT") Agreement with the City of Troy for up to 40 additional years under Chapter 99 of the City of Troy Ordinances and Michigan Compiled Laws Section 125.1415a;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **DEEMS** 920 On The Park, previously known as Oakland Towers I, (Tax ID 88-20-36-100-050) which provides low-income housing for seniors, eligible for a PILOT Agreement under Chapter 99 of the City of Troy Ordinances and Michigan Complied Laws Section 125.1415a, subject to the following conditions:

1. The Payment In Lieu Of Taxes shall commence upon the closing of a MSHDA Mortgage for the Project with the Michigan State Housing Development Authority and shall continue for as long as the Project is supported by a MSHDA Mortgage Loan, or for forty years, whichever comes first; and
2. The Payment In Lieu of Taxes shall be calculated at a rate of ten percent (10%) of 95% of the Annual Shelter Rents actually collected during this time period, pursuant to Troy's Ordinance; and
3. The Payment In Lieu of Taxes will not become effective until the Michigan State Housing Development Authority notifies the City Assessor that it has certified that the Project is eligible for the tax exemption and that the exemption would permit the owners to enter into a Payment In Lieu of Taxes Agreement; and
4. Construction will commence within one year from the date the Payment In Lieu of Taxes Agreement becomes effective; and
5. The Project is continued to be owned by Preservation of Affordable Housing (POAH) or an affiliated entity which it is the manageming member of, and provides low-income housing for seniors.

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

K.1.a.

Date: June 11, 2026

To: Frank Nastasi, City Manager

From: Robert J. Bruner, Deputy City Manager
Chris Wilson, Assistant City Manager
Mark Adams, Economic Development Director

Subject: Announcement of Public Hearing (June 29, 2026) – Adoption of Brownfield Redevelopment Plan #13 for Bachard Lofts Redevelopment, Parcel Number 88-20-26-351-016

The Bachard Lofts Redevelopment project is a 1.73-acre mixed-use development, expected to feature income restricted and market rate residential units, office space, and retail space.

This project has a Preliminary Site Plan that was approved administratively on October 29, 2025.

The Bachard Lofts project team submitted a Brownfield housing plan for consideration relating to demolition and renovation/rehabilitation activities. The Brownfield Redevelopment Authority approved the attached plan on June 9, 2026. City Council is the ultimate approving body for Brownfield plans in Troy and the plan is attached for council's consideration.

A Public Hearing for this item is scheduled for the June 29, 2026 Troy City Council regular meeting. The Public Notice is attached.

Attachments:
1. Troy Brownfield Redevelopment Plan #13 – Bachard Lofts Redevelopment Project
2. Troy Brownfield Redevelopment Authority Draft Minutes from the June 9, 2026 Special Meeting
3. Approved Preliminary Site plan
4. Public Notice
5. Fishbeck Review







BROWNFIELD PLAN

BACHÁRD LOFTS REDEVELOPMENT PROJECT
1441 EAST MAPLE RD.
TROY, MICHIGAN 48083

CITY OF TROY BROWNFIELD REDEVELOPMENT AUTHORITY
500 W. BIG BEAVER ROAD
TROY, MICHIGAN 48084

PREPARED WITH THE ASSISTANCE OF SME
644 SELDEN ST., STE 200, DETROIT, MICHIGAN 48201
BROWNFIELD PLAN DATE: January 9, 2026

TABLE OF CONTENTS

I. INTRODUCTION 1
A. PLAN PURPOSE 1
B. PROPERTY DESCRIPTION 1
C. BASIS OF ELIGIBILITY 1
D. PROJECT DESCRIPTION 2
II. GENERAL DEFINITIONS AS USED IN THIS PLAN 2
III. BROWNFIELD PLAN 2
A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES 2
B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES 3
C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY 3
D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS 3
E. DURATION OF BROWNFIELD PLAN 4
F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS 4
G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY 4
H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES 4
I. PLAN FOR RELOCATION OF DISPLACED PERSONS 4
J. PROVISIONS FOR RELOCATION COSTS 4
K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW 5
L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF) 5
M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT 5

FIGURES

FIGURE 1: PROPERTY LOCATION MAP
FIGURE 2: ELIGIBLE PROPERTY BOUNDARY MAP

TABLES

TABLE 1: ELIGIBLE ACTIVITIES COST ESTIMATES
TABLE 2: TAX INCREMENT TAX CAPTURE ESTIMATE
TABLE 3: TAX REIMBURSMENT SCHEDULE ESTIMATE

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

APPENDIX A
PROJECT SITE PLAN AND RENDERINGS

APPENDIX B
LEGAL DESCRIPTIONS OF PROPERTY PARCELS DESCRIBED IN SECTION III(G) OF THIS PLAN

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

I. INTRODUCTION

A. PLAN PURPOSE

The City of Troy Redevelopment Authority (the "Authority"), duly established by resolution of the City of Troy City Council, pursuant to the Brownfield Redevelopment Financing Act, Michigan Public Act 381 of 1996, MCL 125.2651 et. seq., as amended (Act 381), is authorized to exercise its powers within the limits of the City of Troy. The purpose of this Brownfield Plan (the "Plan"), to be implemented by the Authority, is to satisfy the requirements of Act 381 for including the eligible property described below, designated as the Bachárd Lofts Redevelopment Project (the "Project") located at 1441 East Maple Road, Troy, Oakland County, Michigan (the "Property"), in the City's Brownfield Plan. The Property consists of one parcel of land that is considered "housing property" as defined by Act 381 under Section 2(y). The Property is located within the boundaries of the City of Troy, the jurisdiction of the Authority.

This Plan allows the Authority to use tax increment revenue to reimburse the developer, Atlantic Avenue Holdings, LLC (the "Developer"), for the costs of housing development activities required to prepare the Property for safe redevelopment and reuse as housing (see Section III).

B. PROPERTY DESCRIPTION

The Property consists of one 1.73-acre parcel located on the north side of East Maple Road in the City of Troy, just east of Stephenson Highway. The Property is currently developed with a three-story obsolete office building and surface parking. The Developer received final approval in November 2024 to rezone the property for multi-family residential use.

The general location of the Property is shown on Figure 1. Figure 2 depicts the Parcel Map, which shows the eligible property boundary. A site plan and conceptual rendering are provided in Appendix A. The Property legal description is provided in Appendix B.

C. BASIS OF ELIGIBILITY

The Property is eligible for inclusion in this Plan in accordance with MCL 125.2652(p) because the Property is in the City of Troy, a qualified local government unit, and the Property is qualified as a "housing property" as defined in Act 381 under Section 2(y).

Because the proposed project is located in a community that has identified a specific housing need and has absorption data and/or job growth data in the brownfield plan, "housing development activities" as defined by Act 381 are considered eligible activities. Descriptions of the project community's specific housing need and job growth data are below.

- Housing Need: The cost of housing and lack of variety in housing types available in Troy are both major barriers to prospective new residents. The City of Troy lacks "Missing Middle" housing including mid-scale apartments and live-work units. The 2021 residential vacancy rate for southeast Troy was just 1.2 percent and 28 percent of renters are considered overburdened (spending more than 30 percent of household income on housing) (MSHDA Statewide Housing Report), which is evidence of a lack of affordable for-rent housing in the market. The Maple Road corridor is specifically noted as a target area for adding Missing Middle housing in the City of Troy (Master Plan 2040). The 2021 Gap Analysis in MSHDA's Statewide Housing Report for southeast Troy states that there is a demand for 104 for-rent units compared to a supply of just 14 units.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

- Job Growth Data: The City of Troy Master Plan 2040 states that 125,000 people work in the City and that 35 percent of those workers are employed within the knowledge-based industry, an industry that is expected to see continued growth in the future. The Master Plan goes on to state that only 12,000 of those 125,000 workers reside within the city but that "the City must identify ways to capture more new residents from this critical group."

  A significant share of Troy residents are employed in the manufacturing, health care, and professional, scientific and technical services industries. Average wages for jobs in these fields vary significantly from $37,000 on the low end to $80,000 on the high end, which likely contributes to the need for workforce housing.

D. PROJECT DESCRIPTION

The Project is the adaptive reuse of the existing office building to convert the first floor into a mix of office suites and retail space and the second and third floors into residential loft-style apartments. The completed project will contain approximately 2,145 square feet of commercial office space, 2,305 square feet of commercial retail space, and 28 apartments. The approximate unit breakdown is: 20 1-bedroom and 8 2-bedroom units. Existing surface parking will be used by residents, employees, patrons and visitors. The total investment in construction and project soft costs is estimated to be $4,145,000. Redevelopment is expected to commence in the second quarter of 2026. The anticipated construction period is 12 to 15 months. The project is expected to be completed by the fourth quarter of 2027.

II. GENERAL DEFINITIONS AS USED IN THIS PLAN

All words or phrases not defined herein shall have the same meaning as such words and phrases included in Act 381.

III. BROWNFIELD PLAN

A. DESCRIPTION OF COSTS TO BE PAID WITH TAX INCREMENT REVENUES AND SUMMARY OF ELIGIBLE ACTIVITIES

The costs of eligible activities included in, and authorized by, this Plan will be reimbursed with incremental local tax revenues generated by the Property after redevelopment and captured by the Authority, subject to any limitations and conditions described in this Plan and the terms of a Reimbursement Agreement between the Developer and the Authority (the "Reimbursement Agreement"). No personal property taxes are projected to be captured by this Plan Amendment at this time, but if incremental personal property taxes are generated by this Plan in the future, they will be captured.

The estimated total cost of housing development activities eligible for reimbursement from tax increment revenues is $1,112,960. The attached Table 1 presents the estimated costs of eligible activities for the Project, which qualify for reimbursement.

Eligible Activities include:

- Housing Development Activities –
  - Demolition and Related Asbestos Abatement.
  - Renovation and rehabilitation of the Existing Building to accommodate an income qualified renting household
- Brownfield Plan & Act 381 Work Plan Preparation and Implementation – Costs related to the preparation and approval of a Brownfield Plan and Act 381 Work Plan and the implementation of that Brownfield Plan and 381 Work Plan, including income verification requirements.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

The Authority shall be governed by the terms of a Reimbursement Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Reimbursement Agreement and Section 2 of Act 381 of 1994, as amended (MCL 125.2652). The Reimbursement Agreement and this Plan will dictate the total cost of eligible activities subject to payment. The developer has agreed to limit reimbursement of eligible activities to $1,145,930. As long as this total cost limit is not exceeded, line-item categories and costs of eligible activities may be adjusted after the date of this Plan, to the extent the adjustments do not violate the terms of Act 381.

B. ESTIMATE OF CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES

The 2025 taxable value ("TV") for real property of the parcel which comprises the Property is $1,058,990, which is the initial taxable value for this Plan. The projected taxable values are included in Table 2. The estimated taxable value based on real property generated by the project upon completion is $2,760,000 in tax year 2028 after construction is anticipated to be completed. The TV is based on 50 percent of the estimated true cash value of the Property upon completion of the project. The actual TV will be determined by the actual construction completion schedule and the City Assessor. Incremental personal property will also be captured, if available, but is not included in the estimates in this Plan.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2. The actual annual incremental taxable value and captured tax increment revenue will be determined by the City Assessor and Treasurer. The actual increased TV of the land and all future taxable improvements on the Property may vary.

It is the intent of this Plan to provide for the proportional capture of all eligible tax increments in whatever amounts and in whatever years they become available until all eligible costs described in the Plan are paid, but not to exceed 15 years. If MSDHA elects not to participate in this Project, the portion of capture related to their proportionate share will be assumed by, made whole by, and become the responsibility of the other taxing entities to the extent allowed by Act 381.

C. METHOD OF FINANCING PLAN COSTS AND DESCRIPTION OF ADVANCES BY THE MUNICIPALITY

The developer is ultimately responsible for financing the costs of eligible activities included in this Plan. Neither the Authority nor the City of Troy will advance any funds to finance the eligible activities. All Plan financing commitments and activities and cost reimbursements authorized under this Plan shall be governed by the Reimbursement Agreement. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Reimbursement Agreement.

Reimbursements under the Reimbursement Agreement shall not exceed the cost of eligible activities and reimbursement limits described in this Plan, unless it is further amended.

D. MAXIMUM AMOUNT OF NOTE OR BONDED INDEBTEDNESS

Not applicable.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

E. DURATION OF BROWNFIELD PLAN

The duration of this Brownfield Plan for the Property shall not exceed the shorter of the following: 1) reimbursement of all eligible costs, cumulatively not to exceed developer reimbursement $1,145,931 or 2) 15 total years of capture for developer reimbursement. Tax increment revenue capture is anticipated to begin in 2027. The eligible activities reimbursement cash flow estimates are presented in Table 3.

F. ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON REVENUES OF TAXING JURISDICTIONS

Incremental local and state tax revenues generated by the Project will be captured by the Authority until all incurred eligible brownfield redevelopment costs and Authority administrative costs are reimbursed, to the extent described in this Plan. The tax revenues available for capture for the Authority will be split between local and state school incremental taxes, estimated at 48.43 percent and 51.57 percent, respectively based on current millages with the assumption of MSHDA approval of a 381 Work Plan. The ratios may change as the millages rate fluctuate over time or if the capture of incremental state school taxes was not approved by MSHDA in whole or in part.

The estimated taxable values, tax increment revenues to be captured, and the impact on taxing jurisdictions are presented in Table 2. The eligible activities reimbursement cash flows are presented in Table 3.

G. LEGAL DESCRIPTION, PROPERTY MAP, PROPERTY CHARACTERISTICS AND PERSONAL PROPERTY

The Property consists of one parcel, 1441 East Maple Road, Troy (Parcel Number 88-20-26-351-016) occupying approximately 1.73 acres of land.

The Property boundaries are shown in Figure 2. The parcel legal description is provided in Appendix B. Personal property is not currently included in the capture and reimbursement projections because it is unknown to what extent personal property taxes will be generated by the project; however, incremental personal property taxes generated by the project will be captured to reduce the reimbursement time.

H. ESTIMATES OF RESIDENTS AND DISPLACEMENT OF FAMILIES

No occupied residences are involved in the redevelopment, no persons reside at the Property, and no families or individuals will be displaced as a result of this development. Therefore, a demographic survey and information regarding housing in the community are not applicable and are not needed for this Plan.

I. PLAN FOR RELOCATION OF DISPLACED PERSONS

No persons will be displaced as a result of this development; therefore, a plan for relocation of displaced persons is not applicable and is not needed for this Plan.

J. PROVISIONS FOR RELOCATION COSTS

No persons will be displaced as result of this development and no relocation costs will be incurred; therefore, provision for relocation costs is not applicable and is not needed for this Plan.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

K. STRATEGY FOR COMPLIANCE WITH MICHIGAN'S RELOCATION ASSISTANCE LAW

No persons will be displaced as result of this development; therefore, no relocation assistance strategy is needed for this Plan Amendment.

L. DESCRIPTION OF THE PROPOSED USE OF LOCAL BROWNFIELD REVOLVING FUND (LBRF)

The Authority has established an LBRF in accordance with Act 381. Use of the LBRF is not contemplated under this Plan.

M. OTHER MATERIAL THAT THE AUTHORITY OR GOVERNING BODY CONSIDERS PERTINENT

ALIGNMENT WITH THE STATEWIDE HOUSING PLAN OR OTHER LOCAL HOUSING NEED

Housing Need: The cost of housing and lack of variety in housing types available in Troy are both major barriers to prospective new residents. The City of Troy lacks "Missing Middle" housing including mid-scale apartments and live-work units. The 2021 residential vacancy rate for southeast Troy was just 1.2 percent and 28 percent of renters are considered overburdened (spending more than 30 percent of household income on housing) (MSHDA Statewide Housing Report), which is evidence of a lack of affordable for-rent housing in the market. The Maple Road corridor is specifically noted as a target area for adding Missing Middle housing in the City of Troy (Master Plan 2040). The 2021 Gap Analysis in MSHDA's Statewide Housing Report for southeast Troy states that there is a demand for 104 for-rent units compared to a supply of just 14 units.

Job Growth Data: The City of Troy Master Plan 2040 states that 125,000 people work in the City and that 35 percent of those workers are employed within the knowledge-based industry, an industry that is expected to see continued growth in the future. The Master Plan goes on to state that only 12,000 of those 125,000 workers reside within the city but that "the City must identify ways to capture more new residents from this critical group."

> A significant share of Troy residents are employed in the manufacturing, health care, and professional, scientific and technical services industries. Average wages for jobs in these fields vary significantly from $37,000 on the low end to $80,000 on the high end, which likely contributes to the need for workforce housing.

EVIDENCE THE PROJECT WILL SUPPORT HOUSING AT PRICE POINTS THAT ALIGN WITH THE LOCAL WORKFORCE

Market rental rates for the Project are being established at approximately $2,300 for 1-bedroom/1-bath units and $2,675 for 2-bedroom/2-bath units for half of the units (50 percent). The remaining half of units will be targeted for Workforce Housing rates of approximately $1,893 for 1-bedroom/1-bath and $2,272 for 2-bedroom/2-bath units, consistent with the threshold for 100 percent AMI according to MSHDA Income and Rent Limits posted for 2025.

EVIDENCE THE PROJECT WILL SUPPORT LONG-TERM LOCAL HOUSING NEEDS

The Project will create 28 for-rent units with modern amenities and finishes. These units are expected to absorbed into the market quickly, based on the current lack of quality, affordable for-rent units in the City and the growing demand for such housing.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

To ensure affordability is maintained, affordability income verification for 50 percent of the units is anticipated to be 15 years or for the remaining duration of developer reimbursement capture, whichever is longer. These units will be reserved for households earning no more than 100 percent AMI. These parameters will be identified within the Reimbursement Agreement, and compliance will be governed by the terms of the Reimbursement Agreement.

POTENTIAL RENT LOSS (PRL) AND/OR TOTAL HOUSING SUBSIDY (THS) REASONABLENESS

Not applicable.

INCOME VERIFICATION PLAN

The income verification plan is detailed as follows:

- Income is calculated as per the Income rules and guidance as provided in the latest versions of the HUD Handbook and MSHDA Compliance Manual.
- Income for income qualifying households will be verified at the time of prospective resident application. This verification will be shared with the City as it pertains to new residents in the year residents move in.
- Annually, the Developer will share the current rent roll to verify rental rates for at least 50 percent of the units are at no more than 100 percent the AMI for the current published MSHDA Income and Rents limit for Oakland County.

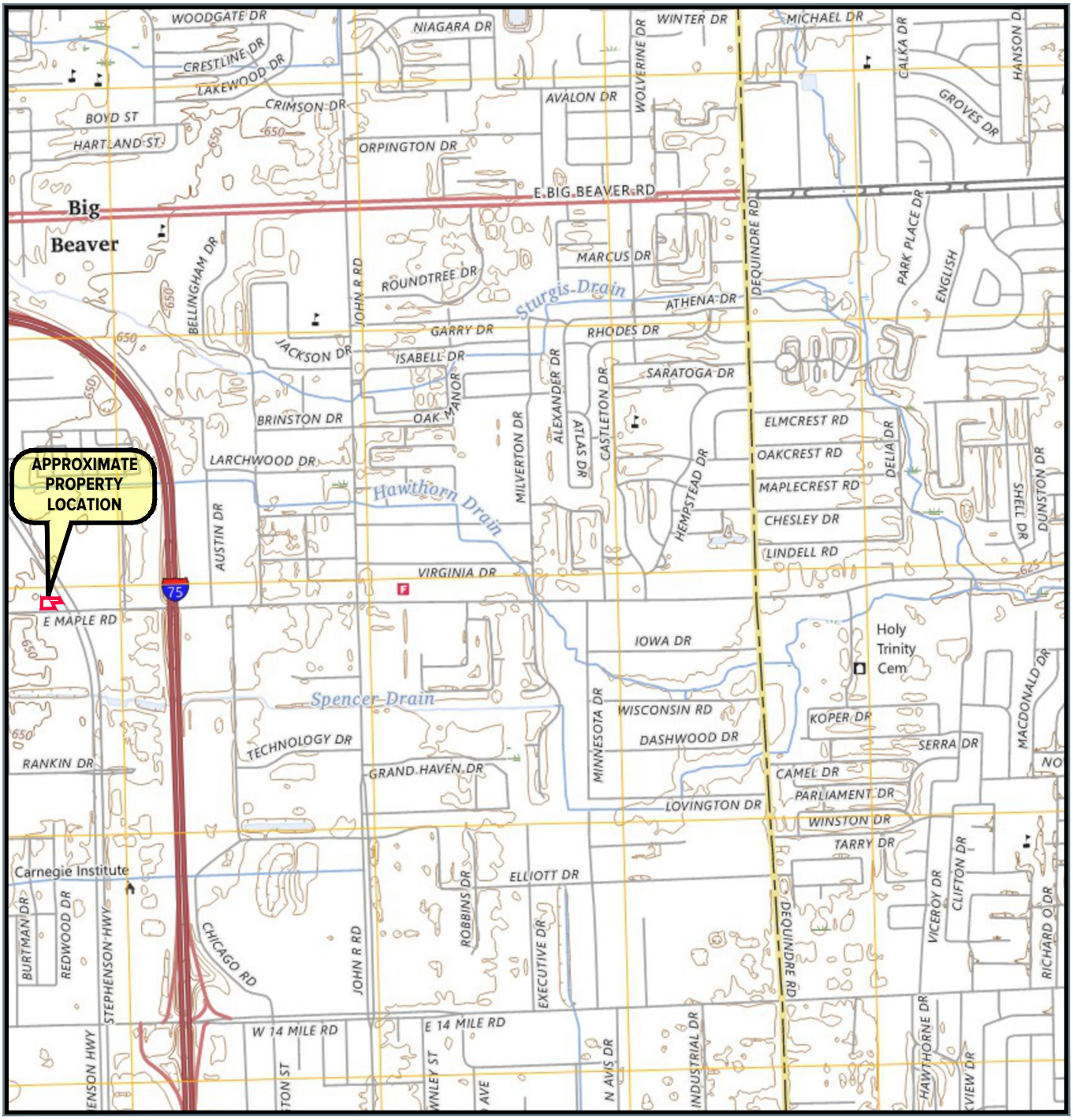
These procedures will be maintained for the duration of the developer reimbursement period of the Brownfield Plan.

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

FIGURES

FIGURE 1: PROPERTY LOCATION MAP
FIGURE 2: ELIGIBLE PROPERTY BOUNDARY MAP

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.



Base map obtained from USGS Store

USGS QUADRANGLE(s) REFERENCED

WARREN (MI) 2023

N
W
E
S

0' 2000'

SCALE: 1" = 2000'

No.	Revision Date		
		Date	09/17/2025
		CADD	T. VERLEYE
		Designer	K. DUCOUROUBLE
		Project No.	099529.00

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 8.5"x11" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

PROPERTY LOCATION MAP
BACHARD LOFTS
1441 EAST MAPLE ROAD
TROY, MICHIGAN

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME

SME®
www.sme-usa.com
SME AND THE SME LOGO ARE FEDERALLY REGISTERED MARKS.
© 2025 SOIL AND MATERIALS ENGINEERS, INC.

FIGURE NO. 1

PLOT DATE: September 17, 2025 - 12:04 PM - tye.verleye

FILE LOCATION: \\sme-inc\pz\WIP\099529.00\CAD\Design Files\ENV\Rev0\099529.00-Topo-1.dwg



LEGEND

APPROXIMATE PARCEL BOUNDARY

NOTE:

1. BASE DRAWING INFORMATION TAKEN FROM BING IMAGES WITH AN CLIPPED IMAGE DATE OF 09/17/2025

0' 100' 200'

GRAPHIC SCALE: 1" = 100'

N W E S

No.	Revision Date		
		Date	09/17/2025
		CADD	T. VERLEYE
		Designer	K. DUCOUROUBLE
		Project No.	099529.00

DRAWING NOTE: SCALE DEPICTED IS MEANT FOR 8.5"x11" AND WILL SCALE INCORRECTLY IF PRINTED ON ANY OTHER SIZE MEDIA

ELIGIBLE PROPERTY BOUNDARY MAP
BACHARD LOFTS
1441 EAST MAPLE ROAD
TROY, MICHIGAN

NO REPRODUCTION SHALL BE MADE WITHOUT THE PRIOR CONSENT OF SME

SME®
www.sme-usa.com
SME AND THE SME LOGO ARE FEDERALLY REGISTERED MARKS.
© 2025 SOIL AND MATERIALS ENGINEERS, INC.

FIGURE NO. 2

PLOT DATE: September 17, 2025 - 12:02 PM - tye.verleye

FILE LOCATION: \\sme-inc\pz\WIP\099529.00\CAD\Design Files\ENV\Rev0\099529.00-PF-2.dwg

TABLES

TABLE 1: ELIGIBLE ACTIVITIES COST ESTIMATES
TABLE 2: TAX INCREMENT TAX CAPTURE ESTIMATE
TABLE 3: TAX REIMBURSMENT SCHEDULE ESTIMATE

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

Table 1

MSHDA ELIGIBLE (NON-ENVIRONMENTAL) HOUSING DEVELOPMENT ACTIVITIES						
TASK/ACTIVITY	**COST ITEM**	**UNIT COST**	**UNITS**	**QUANTITY**	**COST**	**TOTAL COST**
Housing Development Activities						
Costs for demolition and related asbestos abatement	Building and Site Demolition	$ 250,000	allow.	1	$ 250,000	$ 250,000
Costs for renovation/rehabilitation of existing building	Windows, façade, HVAC, electrical, plumbing, fire/safety protection	$ 785,930	allow.	1	$ 785,930	$ 785,930
					Housing Development Activities Subtotal:	**$ 1,035,930**
Brownfield Work Plans						
Preparation and review of Act 381 Work Plan	Brownfield Plan	$ 30,000	ea.	1	$ 30,000	$ 30,000
	Act 381 Work Plan	$ 30,000	ea.	1	$ 30,000	$ 30,000
	Implementation of Act 381 Work Plan	$ 50,000	ea.	1	$ 50,000	$ 50,000
					Brownfield Work Plans Subtotal:	**$ 110,000**
					MSHDA Non-Environmental Subtotal:	**$ 1,145,930**
TOTAL HOUSING DEVELOPMENT ELIGIBLE ACTIVITY (MSHDA) COSTS:						**$ 1,145,930**

Notes:
Contingency is not current calculated

Tax Increment Revenue Capture Estimates
Bachard Lofts
1441 East Maple Road
Troy, Michigan
1/5/2026
SME Project 99529.00

Inflation Multiplier 1.015
Estimated Taxable Value (TV) Increase Rate: 1.50%

Plan Year	0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	TOTAL
Tax Year	2025	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	
*Base Taxable Value	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ 1,058,990	$ -
Estimated New TV		$ 1,380,000	$ 2,760,000	$ 2,801,400	$ 2,843,421	$ 2,886,072	$ 2,929,363	$ 2,973,304	$ 3,017,903	$ 3,063,172	$ 3,109,120	$ 3,155,756	$ 3,203,093	$ 3,251,139	$ 3,299,906	$ 3,349,405	$ -
Incremental Difference (New TV - Base TV)		**$ 321,010**	**$ 1,701,010**	**$ 1,742,410**	**$ 1,784,431**	**$ 1,827,082**	**$ 1,870,373**	**$ 1,914,314**	**$ 1,958,913**	**$ 2,004,182**	**$ 2,050,130**	**$ 2,096,766**	**$ 2,144,103**	**$ 2,192,149**	**$ 2,240,916**	**$ 2,290,415**	$ -
School Capture	Millage Rate																
STATE EDUCATION	6.0000	$ 1,926	$ 10,206	$ 10,454	$ 10,707	$ 10,962	$ 11,222	$ 11,486	$ 11,753	$ 12,025	$ 12,301	$ 12,581	$ 12,865	$ 13,153	$ 13,445	$ 13,742	$ 168,829
SCHOOL OPERATING	18.0000	$ 5,778	$ 30,618	$ 31,363	$ 32,120	$ 32,887	$ 33,667	$ 34,458	$ 35,260	$ 36,075	$ 36,902	$ 37,742	$ 38,594	$ 39,459	$ 40,336	$ 41,227	$ 506,488
School Total	**24.0000**	**$ 7,704**	**$ 40,824**	**$ 41,818**	**$ 42,826**	**$ 43,850**	**$ 44,889**	**$ 45,944**	**$ 47,014**	**$ 48,100**	**$ 49,203**	**$ 50,322**	**$ 51,458**	**$ 52,612**	**$ 53,782**	**$ 54,970**	**$ 675,317**
Local Capture	Millage Rate																
COUNTY OPERATING	3.9301	$ 1,262	$ 6,685	$ 6,848	$ 7,013	$ 7,181	$ 7,351	$ 7,523	$ 7,699	$ 7,877	$ 8,057	$ 8,241	$ 8,427	$ 8,615	$ 8,807	$ 9,002	$ 110,586
CITY GENERAL	6.5000	$ 2,087	$ 11,057	$ 11,326	$ 11,599	$ 11,876	$ 12,157	$ 12,443	$ 12,733	$ 13,027	$ 13,326	$ 13,629	$ 13,937	$ 14,249	$ 14,566	$ 14,888	$ 182,898
CITY CAPITAL	1.1352	$ 364	$ 1,931	$ 1,978	$ 2,026	$ 2,074	$ 2,123	$ 2,173	$ 2,224	$ 2,275	$ 2,327	$ 2,380	$ 2,434	$ 2,489	$ 2,544	$ 2,600	$ 31,942
CITY REFUSE	1.0900	$ 350	$ 1,854	$ 1,899	$ 1,945	$ 1,992	$ 2,039	$ 2,087	$ 2,135	$ 2,185	$ 2,235	$ 2,285	$ 2,337	$ 2,389	$ 2,443	$ 2,497	$ 30,671
ISD OPERATING	3.1349	$ 1,006	$ 5,332	$ 5,462	$ 5,594	$ 5,728	$ 5,863	$ 6,001	$ 6,141	$ 6,283	$ 6,427	$ 6,573	$ 6,722	$ 6,872	$ 7,025	$ 7,180	$ 88,210
COMM COLLEGE	1.4747	$ 473	$ 2,508	$ 2,570	$ 2,632	$ 2,694	$ 2,758	$ 2,823	$ 2,889	$ 2,956	$ 3,023	$ 3,092	$ 3,162	$ 3,233	$ 3,305	$ 3,378	$ 41,495
COUNTY PK & REC	0.6461	$ 207	$ 1,099	$ 1,126	$ 1,153	$ 1,180	$ 1,208	$ 1,237	$ 1,266	$ 1,295	$ 1,325	$ 1,355	$ 1,385	$ 1,416	$ 1,448	$ 1,480	$ 18,180
HCMA	0.2050	$ 66	$ 349	$ 357	$ 366	$ 375	$ 383	$ 392	$ 402	$ 411	$ 420	$ 430	$ 440	$ 449	$ 459	$ 470	$ 5,768
OAKLAND TRANSIT	0.9407	$ 302	$ 1,600	$ 1,639	$ 1,679	$ 1,719	$ 1,759	$ 1,801	$ 1,843	$ 1,885	$ 1,929	$ 1,972	$ 2,017	$ 2,062	$ 2,108	$ 2,155	$ 26,470
LIBRARY VOTED	1.0667	$ 342	$ 1,814	$ 1,859	$ 1,903	$ 1,949	$ 1,995	$ 2,042	$ 2,090	$ 2,138	$ 2,187	$ 2,237	$ 2,287	$ 2,338	$ 2,390	$ 2,443	$ 30,015
SCH SINKING FUND	0.9540	$ 306	$ 1,623	$ 1,662	$ 1,702	$ 1,743	$ 1,784	$ 1,826	$ 1,869	$ 1,912	$ 1,956	$ 2,000	$ 2,045	$ 2,091	$ 2,138	$ 2,185	$ 26,844
Local Total	**21.0774**	**$ 6,766**	**$ 35,853**	**$ 36,725**	**$ 37,611**	**$ 38,510**	**$ 39,423**	**$ 40,349**	**$ 41,289**	**$ 42,243**	**$ 43,211**	**$ 44,194**	**$ 45,192**	**$ 46,205**	**$ 47,233**	**$ 48,276**	**$ 593,080**
Non-Capturable Millages	Millage Rate																
SCHOOL DEBT	6.1000	$ 1,958	$ 10,376	$ 10,629	$ 10,885	$ 11,145	$ 11,409	$ 11,677	$ 11,949	$ 12,226	$ 12,506	$ 12,790	$ 13,079	$ 13,372	$ 13,670	$ 13,972	$ 171,643
ZOO AUTHORITY	0.0935	$ 30	$ 159	$ 163	$ 167	$ 171	$ 175	$ 179	$ 183	$ 187	$ 192	$ 196	$ 200	$ 205	$ 210	$ 214	$ 2,631
ART INSTITUTE	0.1925	$ 62	$ 327	$ 335	$ 344	$ 352	$ 360	$ 369	$ 377	$ 386	$ 395	$ 404	$ 413	$ 422	$ 431	$ 441	$ 5,417
Total Non-Capturable Taxes	**6.3860**	**$ 2,050**	**$ 10,863**	**$ 11,127**	**$ 11,395**	**$ 11,668**	**$ 11,944**	**$ 12,225**	**$ 12,510**	**$ 12,799**	**$ 13,092**	**$ 13,390**	**$ 13,692**	**$ 13,999**	**$ 14,310**	**$ 14,627**	**$ 179,691**
Total Tax Increment Revenue (TIR) Available for Capture		$ 14,470	$ 76,677	$ 78,543	$ 80,438	$ 82,360	$ 84,312	$ 86,292	$ 88,303	$ 90,343	$ 92,415	$ 94,517	$ 96,651	$ 98,816	$ 101,015	$ 103,246	$ 1,268,397

Tax Increment Revenue Reimbursement Allocation Table
Bachard Lofts
1441 East Maple Road
Troy, Michigan
1/5/2026
SME Project 99529.00

Developer Maximum Reimbursement	Proportionality	School & Local Taxes	Local-Only Taxes	Total
State	51.57%	$ 590,902	**0**	$ 590,902
Local	48.43%	$ 555,028	$ -	$ 555,028
TOTAL				
MSHDA	100.0%	$ 1,145,930	$ -	$ 1,145,930
	0.0%	$ -	$ -	$ -

Estimated Total Years of Plan: 15

Estimated Capture	
Administrative Fees	$ 38,052
State Brownfield Redevelopment Fund	$ 84,415
Local Brownfield Revolving Fund	$ -

		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	
		2026	2027	2028	2029	2030	2031	2032	2033	2034	2035	2036	2037	2038	2039	2040	2041	TOTAL
Total State Incremental Revenue			$ 7,704	$ 40,824	$ 41,818	$ 42,826	$ 43,850	$ 44,889	$ 45,944	$ 47,014	$ 48,100	$ 49,203	$ 50,322	$ 51,458	$ 52,612	$ 53,782	$ 54,970	$ 675,317
State Brownfield Redevelopment Fund (50% of SET)			$ 963	$ 5,103	$ 5,227	$ 5,353	$ 5,481	$ 5,611	$ 5,743	$ 5,877	$ 6,013	$ 6,150	$ 6,290	$ 6,432	$ 6,576	$ 6,723	$ 6,871	$ 84,415
State TIR Available for Reimbursement			**$ 6,741**	**$ 35,721**	**$ 36,591**	**$ 37,473**	**$ 38,369**	**$ 39,278**	**$ 40,201**	**$ 41,137**	**$ 42,088**	**$ 43,053**	**$ 44,032**	**$ 45,026**	**$ 46,035**	**$ 47,059**	**$ 48,099**	**$ 590,902**
Total Local Incremental Revenue			$ 6,766	$ 35,853	$ 36,725	$ 37,611	$ 38,510	$ 39,423	$ 40,349	$ 41,289	$ 42,243	$ 43,211	$ 44,194	$ 45,192	$ 46,205	$ 47,233	$ 48,276	$ 593,080
BRA Administrative Fee (3% annually)			$ 434	$ 2,300	$ 2,356	$ 2,413	$ 2,471	$ 2,529	$ 2,589	$ 2,649	$ 2,710	$ 2,772	$ 2,836	$ 2,900	$ 2,964	$ 3,030	$ 3,097	$ 38,052
Local TIR Available for Reimbursement			**$ 6,332**	**$ 33,553**	**$ 34,369**	**$ 35,198**	**$ 36,039**	**$ 36,893**	**$ 37,760**	**$ 38,640**	**$ 39,533**	**$ 40,439**	**$ 41,359**	**$ 42,293**	**$ 43,240**	**$ 44,202**	**$ 45,179**	**$ 555,028**
Total State & Local TIR Available		**$ -**	**$ 13,073**	**$ 69,274**	**$ 70,960**	**$ 72,671**	**$ 74,408**	**$ 76,171**	**$ 77,961**	**$ 79,777**	**$ 81,620**	**$ 83,492**	**$ 85,391**	**$ 87,319**	**$ 89,275**	**$ 91,261**	**$ 93,277**	**$ 1,145,931**
DEVELOPER	Beginning Balance																	
DEVELOPER Reimbursement Balance	***$ 1,145,930***	***$ 1,145,930***	***$ 1,132,857***	***$ 1,063,583***	***$ 992,623***	***$ 919,952***	***$ 845,544***	***$ 769,373***	***$ 691,412***	***$ 611,636***	***$ 530,015***	***$ 446,523***	***$ 361,132***	***$ 273,814***	***$ 184,538***	***$ 93,277***	***$ 0***	***$ -***
DEVELOPER REIMBURSEMENT																		
MSHDA Housing Development Costs	*$ 1,145,930*	*$ -*	*$ 13,073*	*$ 69,274*	*$ 70,960*	*$ 72,671*	*$ 74,408*	*$ 76,171*	*$ 77,961*	*$ 79,777*	*$ 81,620*	*$ 83,492*	*$ 85,391*	*$ 87,319*	*$ 89,275*	*$ 91,261*	*$ 93,276*	*$ 1,145,930*
State Tax Reimbursement	$ 590,899		$ 6,741	$ 35,721	$ 36,591	$ 37,473	$ 38,369	$ 39,278	$ 40,201	$ 41,137	$ 42,088	$ 43,053	$ 44,032	$ 45,026	$ 46,035	$ 47,059	$ 48,098	$ 590,902
Local Tax Reimbursement	$ 555,031		$ 6,332	$ 33,553	$ 34,369	$ 35,198	$ 36,039	$ 36,893	$ 37,760	$ 38,640	$ 39,533	$ 40,439	$ 41,359	$ 42,293	$ 43,240	$ 44,202	$ 45,178	$ 555,028
Total MSF Reimbursement Balance		*$ 1,145,930*	*$ 1,132,857*	*$ 1,063,583*	*$ 992,623*	*$ 919,952*	*$ 845,544*	*$ 769,373*	*$ 691,412*	*$ 611,636*	*$ 530,015*	*$ 446,523*	*$ 361,132*	*$ 273,814*	*$ 184,538*	*$ 93,277*	*$ 0*	*$ -*
Total Annual Developer Reimbursement	**$ 1,145,930**	*$ -*	*$ 13,073*	*$ 69,274*	*$ 70,960*	*$ 72,671*	*$ 74,408*	*$ 76,171*	*$ 77,961*	*$ 79,777*	*$ 81,620*	*$ 83,492*	*$ 85,391*	*$ 87,319*	*$ 89,275*	*$ 91,261*	*$ 93,276*	*$ 1,145,930*

APPENDIX A
PROJECT SITE PLAN AND RENDERINGS

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

PROJECT: PROPOSED SITE PLAN FOR REZONING
ADDRESS: 1441 EAST MAPLE ROAD, TROY. MI
CLIENT: ATLANTIC

LEGAL DESCRIPTION
LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 11 EAST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 88°17'45" EAST 828.81 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°42'15" EAST 279.99 FEET; THENCE SOUTH 88°17'45" EAST 383.08 FEET TO THE POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 29°28'00" EAST 73.90 FEET; THENCE NORTH 88°17'45" WEST 111.59 FEET; THENCE SOUTH 01°42'15" WEST 216.76 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 26; THENCE ALONG SAID SOUTH LINE NORTH 88°17'45" WEST 309.74 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 43 FEET TAKEN FOR MAPLE ROAD.

SCOPE OF WORK
CHANGING THE ZONING TO THIS SITE FROM O (OFFICE BUILDING) TO THE ZONE IB (INTEGRATED INDUSTRIAL AND BUSINESS DISTRICT. THE ENTIRETY OF THIS SITE WILL REMAIN THE SAME WITH NO CHANGES TO THE EXTERIOR OF THE BUILDING. THIS BUILDING WILL BE USED PRIMARILY AS A OFFICE BUILDING WITH A FEW RETAIL STORES ON THE FIRST FLOOR. THE EXISTING BUILDING IS BUILDING FORM B. EXISTING 139 PARKING SPACES. THERE IS A SURPLUS OF 42 PARKING SPACES. BECAUSE OF THE USE OF EXISTING BUILDING AS AN OFFICE BUILDING, NO OFFICIAL LOADING SPACE WAS EVER INDICATED.

SHEET INDEX

TITLE SHEET & ARCHITECTURAL SITE PLAN	ASP.1
ALTA/TOPOGRAPHIC SURVEY	1

SITE DATA CHART - EXISTING			
ZONING		O - OFFICE DISTRICT	
MINIMUM BUILDING HEIGHT - REQUIRED		MINIMUM BUILDING HEIGHT - EXISTING	
STORIES	3	STORIES	3
FEET	36	FEET	BUILDING < 36 FT
MINIMUM YARD SETBACK REQUIRED			
FRONT - REQ.	10 Ft	FRONT - EXISTING	78.31 Ft
SIDE TOTAL - REQ.	40 Ft	SIDE TOTAL - EXISTING	165.33 Ft
SIDE LEAST - REQ.	20 Ft	SIDES - EXISTING	83.14 Ft & 82.19 Ft
REAR - REQ.	30 Ft	REAR - EXISTING	76.41 Ft
MIN. FLOOR AREA IN FEET - REQ.	500	FLOOR AREA IN FEET	7,927 SF

SITE DATA CHART - PROPOSED			
ZONING		IB - INTEGRATED INDUSTRIAL AND BUSINESS DISTRICT	
MINIMUM BUILDING HEIGHT - REQUIRED		MINIMUM BUILDING HEIGHT - PROPOSED	
STORIES	4	STORIES	3
FEET	50	FEET	BUILDING < 36 FT
MINIMUM YARD SETBACK REQUIRED			
FRONT - REQ.	30 Ft	FRONT - EXISTING	78.31 Ft
SIDE TOTAL - REQ.	20 Ft	SIDE TOTAL - EXISTING	165.33 Ft
SIDE LEAST - REQ.	10 Ft	SIDES - EXISTING	83.14 Ft & 82.19 Ft
REAR - REQ.	20 Ft	REAR - EXISTING	76.41 Ft
MAX % LOT COVERED BY BUILDINGS - REQ.	40%	MAX % LOT COVERED BY EXISTING BUILDING	7,927± SF / 79,224± SF = 10%

SITE DATA CHART - EXISTING			
BUILDING FORM B		EXISTING BUILDING	
MINIMUM BUILDING HEIGHT - REQUIRED		MINIMUM BUILDING HEIGHT - PROPOSED	
STORIES	2	STORIES	3
FEET	24	FEET	BUILDING < 36 FT
MINIMUM YARD SETBACK REQUIRED			
FRONT - REQ.	N/A	FRONT - EXISTING	78.31 Ft.
SIDE TOTAL - REQ.	N/A	SIDE TOTAL - EXISTING	165.33 Ft
SIDE LEAST - REQ.	N/A	SIDES - EXISTING	83.14 Ft & 82.19 Ft
REAR - REQ.	30 Ft	REAR - EXISTING	76.41 Ft

OFF- STREET PARKING REQUIREMENTS
- ALL COMMERCIAL/RETAIL
  - •• 1 SPACE PER EACH 250 SF OF GROSS FLOOR AREA
  - ••• 7,927 x 3 = 23,781 GROSS FLOOR AREA
  - ••• 23,781 / 250 = 95 SPACES

OFF- STREET PARKING EXISTING
- 139 EXISTING SPACES
  - •• 137 SPACES
  - •• 2 ADA SPACES

THERE IS A SURPLUS OF PARKING OF 42 SPACES

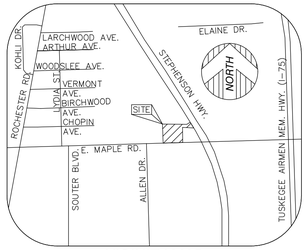
OFF- STREET LOADING REQUIREMENTS
- INSTITUTIONAL, COMMERCIAL, AND OFFICE USES
  - •• 1 SPACE, PLUS 1 SPACE PER EACH ADDITIONAL 20,000 SF GFA
  - ••• REQUIREMENT - 5,001 TO 60,000 SQFT
  - ••• BUILDING - 23,781 SF GFA = 1 SPACE

BECAUSE OF USE OF EXISTING BUILDING AS OFFICE, NO OFFICIAL LOADING SPACE WAS EVER INDICATED..

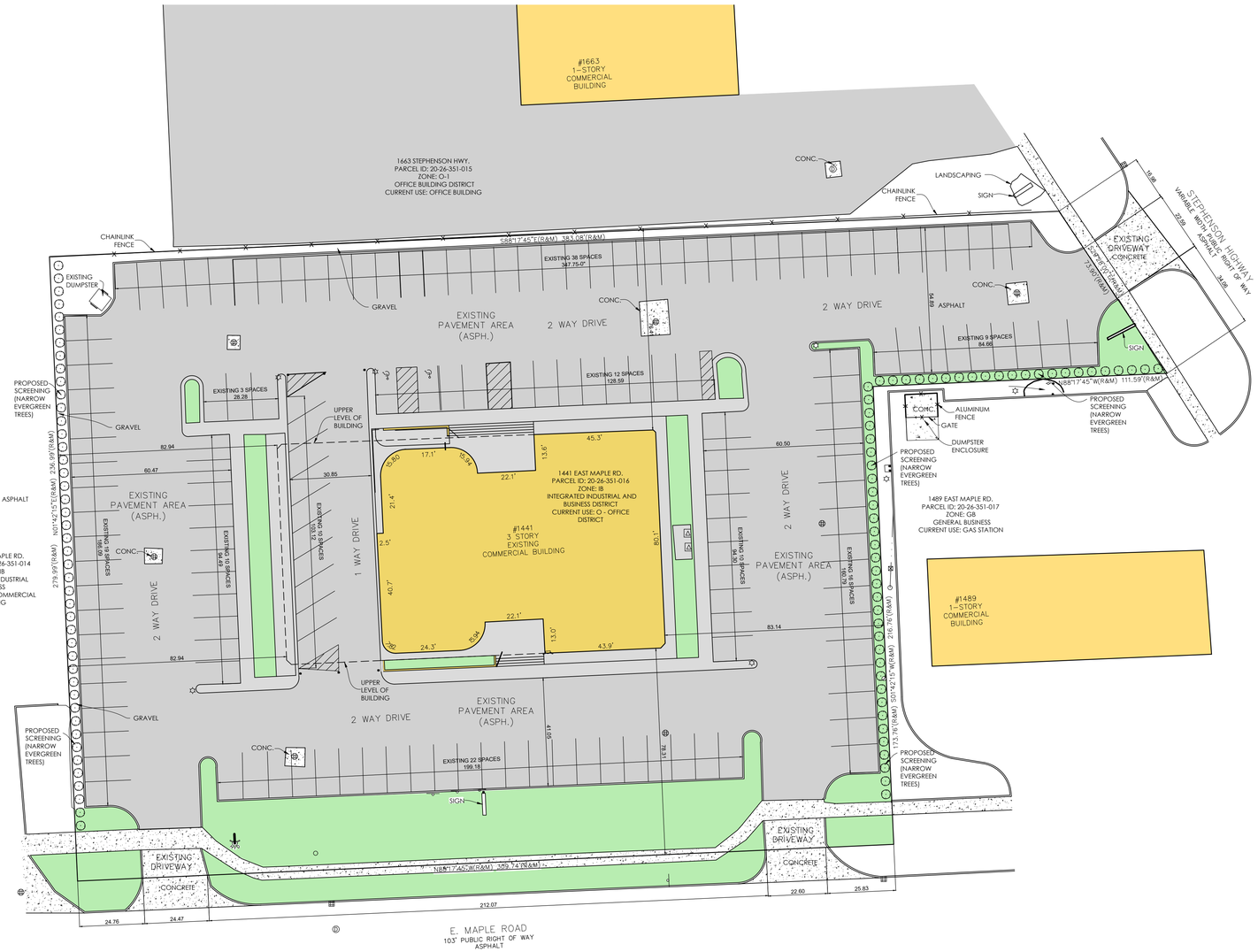
NOTES:
- THERE ARE NO CHANGES TO ANY EXISTING FIRE LANES
- FOR EXISTING TOPOGRAPHIC INFORMATION, REFER TO ALTA/TOPOGRAPHIC SURVEY.

LEGEND

- PARCEL BOUNDARY LINE
- ADJOINER PARCEL LINE
- EASEMENT (AS NOTED)
- SETBACK LINE
- BUILDING
- CONCRETE CURB
- EDGE OF PAVEMENT
- FENCE (AS NOTED)
- WALL (AS NOTED)
- BUILDING AREA
- ASPHALT
- CONCRETE
- GREEN SPACE / LANDSCAPE AREA



VICINITY MAP
(NOT TO SCALE)



NORTH
ARCHITECTURAL SITE PLAN
SCALE: 1/2"=1'-0"

REVISION	DATE	BY	DESCRIPTION

CLIENT:
PEAKER SERVICES, INC.

PROPOSED PLAN FOR REZONING
1441 EAST MAPLE RD. TROY, MI 48083

TITLE SHEET & ARCHITECTURAL SITE PLAN

PROFESSIONAL ARCHITECTS
PROFESSIONAL ENGINEERS
PROFESSIONAL SURVEYORS
22556 GRATIOT AVENUE
EASTPOINTE, MI 48021
(586)772-2222 PHONE
(586)772-4048 FAX

KEM-TEC & ASSOCIATES

72 HOURS
(3 WORKING DAYS)
BEFORE YOU DIG
CALL MISS DIG
800-482-7171
(TOLL FREE)

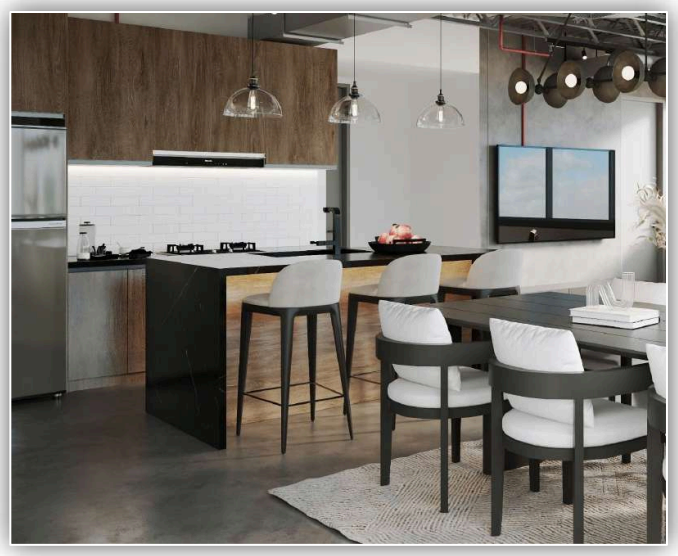
STATE OF MICHIGAN
JEFFREY F. GRAHAM
ARCHITECT
No. 35132
LICENSED ARCHITECT

DRAWN BY:	SCALE:	DATE:	PROJECT NO:
BG	1/2" = 1'-0"	6/27/24	24-0113B

SHEET NO:
ASP.1









BLACKACRE MANAGEMENT, LLC

BACHÁRD
MODERN SPACES & RESIDENCES

$4.40M CONSTRUCTION LOAN WRITE UP
ATLANTIC AVENUE INVESTMENTS, LLC
1441 EAST MAPLE ROAD, TROY, MICHIGAN

JANUARY 2025

APPENDIX B

LEGAL DESCRIPTION OF PROPERTY PARCEL DESCRIBED IN SECTION III(G) OF THIS PLAN

© 2026 Soil and Materials Engineers, Inc.
SME and the SME logo are federally registered marks.

1441 E MAPLE TROY, MI 48083-4025 (Property Address)

Parcel Number: 88-20-26-351-016 Account Number: 2230900

Property Owner: ATLANTIC AVE HOLDINGS LLC

Summary Information

> Property Tax information found
> Utility Billing information found
> 19 Building Department records found

Important Message

⊕ Tax Payments

Owner and Taxpayer Information

Owner	ATLANTIC AVE HOLDINGS LLC 33717 WOODWARD AVE STE 560 BIRMINGHAM, MI 48009	**Taxpayer**	SEE OWNER INFORMATION

Legal Description

T2N, R11E, SEC 26 PART OF SW 1/4 BEG AT PT DIST S 88-17-45 E 828.81 FT FROM SW SEC COR, TH N 01-42-15 E 279.99 FT, TH S 88-17-45 E 383.08 FT, TH S 29-28-00 E 73.90 FT, TH N 88-17-45 W 111.59 FT, TH S 01-42-15 W 216.76 FT, TH N 88-17-45 W 309.74 FT TO BEG EXC SOUTH 43 FT TAKEN FOR RD 1.73 A 4-17-2020 CORR

Other Information

Recalculate amounts using a different Payment Date

You can change your anticipated payment date in order to recalculate amounts due as of the specified date for this property.

Enter a Payment Date 4/10/2025 Recalculate

Tax History

⊕ ****Note:** On March 1 at 12:00 AM, Summer and Winter local taxes become ineligible for payment at the local unit.

Year	Season	Total Amount	Total Paid	Last Paid	Total Due
2024	Winter	$15,167.78	$15,167.78	01/30/2025	$0.00

General Information for 2024 Winter Taxes

School District	63150	**PRE/MBT**	0.0000%
Taxable Value	$1,027,150	**S.E.V.**	$1,060,870
Property Class	201 - COMMERCIAL-IMPROVED	**Assessed Value**	$1,060,870
Tax Bill Number	*No Data to Display*	**Last Receipt Number**	00014565
Last Payment Date	01/30/2025	**Number of Payments**	1
Base Tax	$15,017.61	**Base Paid**	$15,017.61
Admin Fees	$150.17	**Admin Fees Paid**	$150.17
Interest Fees	$0.00	**Interest Fees Paid**	$0.00
Total Tax & Fees	$15,167.78	**Total Paid**	$15,167.78
Renaissance Zone	*Not Available*	**Mortgage Code**	*Not Available*

By continuing to use this website you agree to the BS&A Online Terms of Use. ×

Privacy - Terms

Taxing Authority	Millage Rate	Amount	Amount Paid
SCHOOL OPERATING	9.000000	$9,244.35	$9,244.35
SCHOOL DEBT	3.050000	$3,132.80	$3,132.80
SCH SINKING FUND	0.480300	$493.34	$493.34
COUNTY PARKS	0.650000	$667.64	$667.64
H/CL METRO AUTH	0.206200	$211.79	$211.79
OAKLAND TRANSIT	0.946400	$972.09	$972.09
ZOO AUTHORITY	0.094100	$96.65	$96.65
ART INSTITUTE	0.193700	$198.95	$198.95
Admin Fees		$150.17	$150.17
Interest Fees		$0.00	$0.00
	14.620700	**$15,167.78**	**$15,167.78**

Click here for your Winter 2024 Tax Bill

Click here for a printer friendly version of Winter 2024 Tax information

2024	Summer	$42,292.40	$42,292.40	01/30/2025	$0.00

General Information for 2024 Summer Taxes

School District	63150	**PRE/MBT**	0.0000%
Taxable Value	$1,027,150	**S.E.V.**	$1,060,870
Property Class	201 - COMMERCIAL-IMPROVED	**Assessed Value**	$1,060,870
Tax Bill Number	*No Data to Display*	**Last Receipt Number**	00017733
Last Payment Date	01/30/2025	**Number of Payments**	1
Base Tax	$39,619.91	**Base Paid**	$39,619.91
Admin Fees	$278.58	**Admin Fees Paid**	$278.58
Interest Fees	$2,393.91	**Interest Fees Paid**	$2,393.91
Total Tax & Fees	$42,292.40	**Total Paid**	$42,292.40
Renaissance Zone	*Not Available*	**Mortgage Code**	*Not Available*

Tax Bill Breakdown for 2024 Summer

Taxing Authority	Millage Rate	Amount	Amount Paid
CITY GENERAL	6.500000	$6,676.47	$6,676.47
CITY CAPITAL	1.198400	$1,230.93	$1,230.93
CITY REFUSE	1.090000	$1,119.59	$1,119.59
LIBRARY	1.075600	$1,104.80	$1,104.80
SCHOOL OPERATING	9.000000	$9,244.35	$9,244.35
SCHOOL DEBT	3.050000	$3,132.80	$3,132.80
SCH SINKING FUND	0.480300	$493.34	$493.34
ISD OPERATING	0.187400	$192.48	$192.48
ISD EXTRA VOTED	2.966700	$3,047.24	$3,047.24
STATE EDUC TAX	6.000000	$6,162.90	$6,162.90
COUNTY OPERATING	3.953900	$4,061.24	$4,061.24
COMM COLLEGE	1.483600	$1,523.87	$1,523.87
996 DELQ INVOICE	0.000000	$463.66	$463.66
997 DELQ WATER	0.000000	$1,060.22	$1,060.22
997 DELQ WATER	0.000000	$106.02	$106.02
	36.985900	**$42,292.40**	**$42,292.40**

By continuing to use this website you agree to the BS&A Online Terms of Use. ×

Taxing Authority	Millage Rate	Amount	Amount Paid
Admin Fees		$278.58	$278.58
Interest Fees		$2,393.91	$2,393.91
	36.985900	**$42,292.40**	**$42,292.40**

Click here for your Summer 2024 Tax Bill

Click here for a printer friendly version of Summer 2024 Tax information

2023	Winter	$14,574.52	$0.00		**$14,574.52**	** Read Note(s) Above
2023	Summer	$39,067.88	$0.00		**$39,067.88**	** Read Note(s) Above
2022	Winter	$10,244.81	$0.00		**$10,244.81**	** Read Note(s) Above
2022	Summer	$28,053.30	$28,053.30	09/30/2022	$0.00	
2021	Winter	$9,654.13	$9,654.13	01/28/2022	$0.00	
2021	Summer	$26,147.35	$26,147.35	08/16/2021	$0.00	
2020	Winter	$9,533.61	$9,533.61	02/01/2021	$0.00	
2020	Summer	$25,809.47	$25,809.47	08/17/2020	$0.00	
2019	Winter	$9,282.95	$9,282.95	02/11/2020	$0.00	
2019	Summer	$25,539.65	$25,539.65	08/15/2019	$0.00	

Load More Years

Disclaimer: BS&A Software provides BS&A Online as a way for municipalities to display information online and is not responsible for the content or accuracy of the data herein. This data is provided for reference only and WITHOUT WARRANTY of any kind, expressed or inferred. Please contact your local municipality if you believe there are errors in the data. **If you are experiencing general issues using the BS&A Online website please contact BSA Online Support at BSAOnlineSupport@bsasoftware.com or 517-641-8900.**

Copyright © 2025 BS&A Software, Inc.

By continuing to use this website you agree to the BS&A Online Terms of Use. ×







Passionate People Building
and Revitalizing our World

SME®

Draft Minutes Troy Brownfield Redevelopment Authority
Special Meeting –

The meeting of the Troy Brownfield Redevelopment Authority, in the Council Boardroom at Troy City Hall June 9, 2026 was called to order at 12:08 p.m. by Chair Joseph Vassallo.

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

Members Absent: Steve Gottlieb

Also Present: Lori Grigg Bluhm, Troy City Attorney
Mark Adams, Troy Economic Development Manager
Chris Wilson, Troy Assistant City Manager
Melissa Roberts, Troy Senior Management Analyst
Kelly Timm, Troy City Assessor
Bryan Paris, Troy Deputy City Assessor
Kyle A. Vieth, Troy Controller
Milan Gandhi, Med-Share
Elizabeth Masserang, SME-USA
Dennis Cowan, Plunkett Cooney
Logan Mulholland, Fishbeck

OLD BUSINESS

None.

NEW BUSINESS

A. Bachard Lofts Redevelopment

- Milan Gandhi gave a brief presentation describing the office conversion at 1441 E. Maple to housing, retail and office. He stated that this project will provide some much needed affordable housing for Troy.

Resolution # BRA 2026-06-01
Moved by: Joseph Beyer
Seconded by: Hemanth Tadepalli

RESOLVED, that the Troy Brownfield Redevelopment Authority recommends approval for the Bachard Loft Development. Contingent upon City Council Approval.

Yeas: 5
Nays: 0

Resolution # BRA 2026-06-02
Moved by: Hemanth Tadepalli
Seconded by: Joseph Beyer

RESOLVED, that the Troy Brownfield Redevelopment Authority recommends the BRA Secretary is authorize to sign the Bachard Loft Development reimbursement agreement contingent upon City Council Approval.

Yeas: 5
Nays: 0

BOARD MEMBER COMMENT

General discussion took place about the Bachard Lofts Development Project.

PUBLIC COMMENT

None.

Meeting was adjourned at 12:35 p.m.

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

_____

Chairperson: **Date**
Joseph Vassallo

_____

Secretary: **Date**
Mark Adams, Economic Development Manager

PROJECT: PROPOSED REDUCED PARKING SITE PLAN
ADDRESS: 1441 EAST MAPLE ROAD, TROY, MI
CLIENT: ATLANTIC

LEGAL DESCRIPTION
PARCEL ID: 20-20-351-019

LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 2 NORTH, RANGE 11 EAST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°17'50" EAST 686.91 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°40'10" EAST 210.87 FEET; THENCE SOUTH 89°17'50" EAST 165.00 FEET; THENCE SOUTH 01°40'10" WEST 210.87 FEET TO THE SOUTH LINE OF SAID SECTION 20; THENCE NORTH 89°17'50" WEST 165.00 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 66 FEET TAKEN FOR MAPLE ROAD.

SCOPE OF WORKS
PROJECT INCLUDES REUSE OF EXISTING OFFICE BUILDING INTO MIXED-USE. DEMOLITION OF PARTIAL BUILDING AND SITE DEMOLITION REMOVES EXCESS PARKING AND IMPERVIOUS SURFACES TO PROVIDE LANDSCAPING AND GREEN SPACE WITH NATIVE TREE PLANTINGS TO LOWER HEAT ISLAND EFFECT AND IMPROVE STORMWATER INFILTRATION. WATER-EFFICIENT LANDSCAPING, NEW BIKE RACK, AND SIDEWALK CONNECTION PROVIDED TO IMPROVE NON-MOTORIZED ACCESS.

INDEX SHEET
SITE PLAN WITH TOPOGRAPHIC SURVEY — ASP.1
ALTA/TOPOGRAPHIC SURVEY — 1

NOTES:
1. THERE ARE NO CHANGES TO ANY EXISTING FIRE LANES
2. FOR EXISTING TOPOGRAPHIC INFORMATION, REFER TO ALTA/TOPOGRAPHIC SURVEY.
3. SITE LIGHTING WILL REMAIN THE SAME.

LANDSCAPING SCHEDULE

SIZE	QUANTITY	COMMON NAME	BOTANICAL NAME	REMARKS
2"	11	NORTHERN RED OAK	QUERCUS RUBRA	2.5"-3" CAL
2"	61	RED MAPLE	ACER RUBRUM 'OCTOBER GLORY'	2.5"-3" CAL
6'-0"	61	WHITE CEDAR (ARBORVITAE)	THUJA OCCIDENTALIS	6'-0" HT.
6'-0"	66	SERVICEBERRY CLUMP FORM	AMELANCHIER CANADENSIS	6'-0" HT.

SITE DATA CHART

ZONING	EXISTING BUILDING AREA	PROPOSED BUILDING AREA
	19,000 SF	19,000 SF
	19,000 SF	19,000 SF
	19,000 SF	19,000 SF



VICINITY MAP
(NOT TO SCALE)

PARKING

HANDICAP PARKING = 2 STALLS
STANDARD PARKING = 150 STALLS

PARCEL AREA

76,552± SQUARE FEET = 1.62± ACRES

BASIS OF BEARING

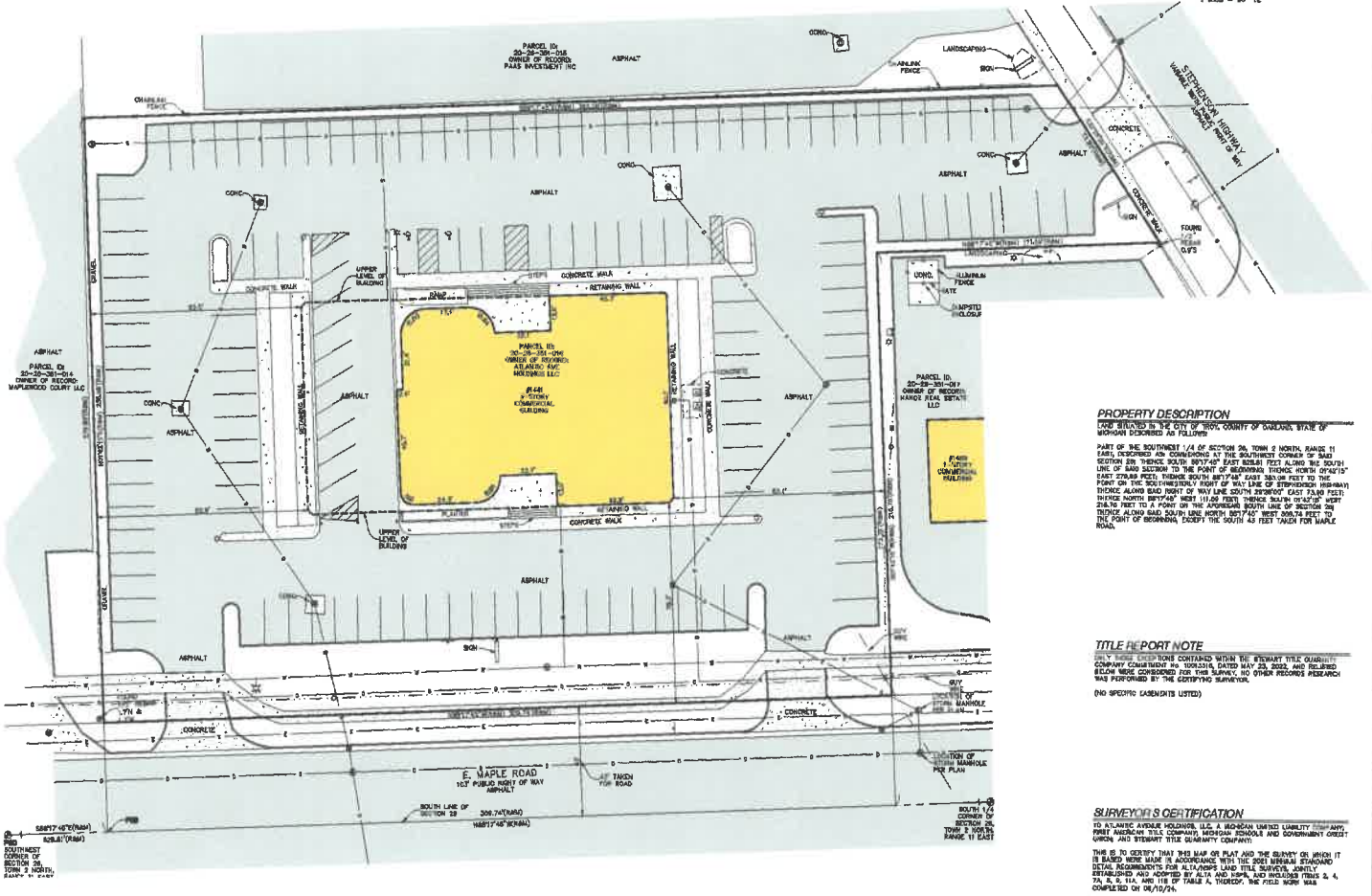
NORTH 88°17'48" WEST, BEING THE SOUTH LINE OF SECTION 26, AS DESCRIBED.

SURVEYOR'S NOTES

THE UNDERGROUND UTILITIES SHOWN HAVE BEEN LOCATED FROM FIELD SURVEY INFORMATION AND EXISTING DRAWINGS. THE SURVEYOR MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN COMPRISE ALL SUCH UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. THE SURVEYOR FURTHER DOES NOT WARRANT THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH HE DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES OTHER THAN THE STRUCTURE INVENTORY SHOWN HEREON.

LEGEND

- FOUND MONUMENT (AS NOTED)
- FOUND SECTION CORNER (AS NOTED)
- (R&M) RECORD AND MEASURED DIMENSION
- (R) RECORD DIMENSION
- (M) MEASURED DIMENSION
- TRANSFORMER
- UTILITY POLE
- GAS METER
- GAS VALVE
- SANITARY MANHOLE
- ROUND CATCH BASIN
- SQUARE CATCH BASIN
- STORM DRAIN MANHOLE
- FIRE HYDRANT
- FIRE DEPARTMENT CONNECTION
- WATER GATE MANHOLE
- BOLLARD
- LIGHT POST/LAMP POST
- SINGLE POST SIGN
- DOUBLE POST SIGN
- HANDICAP PARKING
- PARCEL BOUNDARY LINE
- ADJOINER PARCEL LINE
- SECTION LINE
- EASEMENT (AS NOTED)
- BUILDING
- BUILDING OVERHANG
- ASPHALT CURB
- CONCRETE CURB
- RAISED CONCRETE
- PARKING
- EDGE OF CONCRETE (CONC.)
- EDGE OF ASPHALT (ASPH.)
- EDGE OF GRAVEL
- FENCE (AS NOTED)
- WALL (AS NOTED)
- OVERHEAD UTILITY LINE
- ELECTRIC LINE
- GAS LINE
- SANITARY LINE
- STORM LINE
- WATER LINE
- BUILDING AREA
- ASPHALT
- CONCRETE



NORTH

GRAPHIC SCALE

(IN FEET)
1 inch = 80 ft.

PROPERTY DESCRIPTION

LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 11 EAST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 88°17'48" EAST 628.41 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°42'12" EAST 278.60 FEET; THENCE SOUTH 88°17'48" EAST 306.74 FEET TO THE POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 39°26'00" EAST 73.90 FEET; THENCE NORTH 88°17'48" WEST 111.69 FEET; THENCE SOUTH 01°42'12" WEST 216.76 FEET TO A POINT ON THE APPROXIMATE SOUTH LINE OF SECTION 26; THENCE ALONG SAID SOUTH LINE NORTH 88°17'48" WEST 306.74 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 33 FEET TAKEN FOR MAPLE ROAD.

TITLE REPORT NOTE

ONLY THOSE EXCEPTIONS CONTAINED WITHIN THE STEWART TITLE GUARANTY COMPANY COMMITMENT No. 1009316, DATED MAY 23, 2022, AND RECEIVED BELOW WERE CONSIDERED FOR THIS SURVEY. NO OTHER RECORDS RESEARCH WAS PERFORMED BY THE CERTIFYING SURVEYOR.

(NO SPECIFIC EASEMENTS LISTED)

SURVEYOR'S CERTIFICATION

TO: ATLANTIC AVENUE HOLDINGS, LLC, A MICHIGAN LIMITED LIABILITY COMPANY; FIRST AMERICAN TITLE COMPANY; MICHIGAN BONDS AND CONDEMNATION CREDIT UNION; AND STEWART TITLE GUARANTY COMPANY:

THIS IS TO CERTIFY THAT THIS MAP OR PLAT AND THE SURVEY ON WHICH IT IS BASED WERE MADE IN ACCORDANCE WITH THE 2021 MINIMUM STANDARD DETAIL REQUIREMENTS FOR ALTA/NSPS LAND TITLE SURVEYS, JOINTLY ESTABLISHED AND ADOPTED BY ALTA AND NSPS, AND INCLUDES ITEMS 2, 4, 7A, 8, 9, 11A, AND 11B OF TABLE A, THEREOF. THE FIELD WORK WAS COMPLETED ON 06/10/24.

DATE OF PLAT OR MAP: 06/21/24

ANTHONY T. SYKES, JR., P.E.
PROFESSIONAL SURVEYOR
MICHIGAN LICENSE NO. 47979
23006 GRATIOT AVE., EASTPOINTE, MI 48021
TSykes@tesmisc-survey.com

STATE OF MICHIGAN
ANTHONY T. SYKES, JR.
PROFESSIONAL SURVEYOR
No. 47979

TES SURVEYING, ENGINEERING, CONSTRUCTION & ENVIRONMENTAL SERVICES

ALTA / NSPS LAND TITLE SURVEY

PROPOSED ATLANTIC MEDICAL
1441 E. MAPLE ROAD, TROY, MICHIGAN
PART OF SECTION 26,
TOWN 2 NORTH, RANGE 11 EAST

REVISION	DATE	BY
1	07-10-25	AT
EDITED SURVEYOR'S CERTIFICATION DESCRIPTION		

DRAWN BY:	MPH	06/20/24
CHECKED BY:	ATS	06/21/24
DATE:	JUNE 21, 2024	
PROJECT No.	24-07108	1" = 20'

1
1 OF 1 SHEETS

PROJECT: PROPOSED REDUCED PARKING SITE PLAN
ADDRESS: 1441 EAST MAPLE ROAD, TROY. MI
CLIENT: ATLANTIC

LEGAL DESCRIPTION
PARCEL ID: 20-20-351-018

LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 20, TOWN 2 NORTH, RANGE 11 EAST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 20; THENCE SOUTH 89°19'49" EAST 50.91 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°42'19" EAST 208.00 FEET; THENCE SOUTH 89°19'49" EAST 208.00 FEET TO THE POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 30°49'29" EAST 29.80 FEET; THENCE NORTH 89°19'49" WEST 111.38 FEET; THENCE SOUTH 01°42'19" WEST 230.76 FEET TO A POINT ON THE AFORESAID SAID SOUTH LINE OF SECTION 20; THENCE ALONG SAID SOUTH LINE NORTH 89°19'49" WEST 208.24 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 60 FEET TAKEN FOR MAPLE ROAD.

SCOPE OF WORK
PROJECT INCLUDES REUSE OF EXISTING OFFICE BUILDING INTO MIXED-USE COMMERCIAL/RESIDENTIAL SITE DESIGN REMOVES EXCESS PARKING AND IMPERVIOUS SURFACES TO PROVIDE LANDSCAPING AND GREEN SPACE WITH NATIVE TREE PLANTINGS TO LOWER HEAT ISLAND EFFECT AND IMPROVE STORMWATER INFILTRATION. WATER-EFFICIENT LANDSCAPING, NEW BIKE RACK, AND SIDEWALK CONNECTION PROVIDED TO IMPROVE NON-MOTORIZED ACCESS.

SHEET INDEX
TITLE SHEET & ARCHITECTURAL SITE PLAN — ASP.1
ALTA/TOPOGRAPHIC SURVEY — 1

NOTES:
- THERE ARE NO CHANGES TO ANY EXISTING FIRE LANES
- FOR EXISTING TOPOGRAPHIC INFORMATION, REFER TO ALTA/TOPOGRAPHIC SURVEY
- SITE LIGHTING WILL REMAIN THE SAME.

SITE DATA CHART

ZONING	EXISTING/PROPOSED USE	EXISTING/PROPOSED LOT AREA	EXISTING/PROPOSED LOT WIDTH	EXISTING/PROPOSED LOT COVERAGE
EXISTING: B-2 COMMUNITY BUSINESS DISTRICT PROPOSED: B-2 COMMUNITY BUSINESS DISTRICT	EXISTING: COMMERCIAL PROPOSED: MIXED USE	EXISTING: 1.15 AC PROPOSED: 1.15 AC	EXISTING: 208.24 FT PROPOSED: 208.24 FT	EXISTING: 19.3% PROPOSED: 19.3%

	EXISTING/PROPOSED FRONT YARD SETBACK	EXISTING/PROPOSED SIDE YARD SETBACK	EXISTING/PROPOSED REAR YARD SETBACK	EXISTING/PROPOSED MAXIMUM BUILDING HEIGHT
REQUIRED BY ORDINANCE	30 FT	10 FT	10 FT	30 FT
EXISTING/PROPOSED BUILDING	30 FT	EXISTING: 10 FT PROPOSED: 10 FT	EXISTING: 10 FT PROPOSED: 10 FT	EXISTING: 30 FT PROPOSED: 30 FT

OFF-STREET PARKING REQUIREMENTS
1 ACCOMMODATIONS/RETAIL
1 SPACE PER EACH 200 SF OF GROSS FLOOR AREA
EXISTING = 50 SPACES
MULTIPLE-FAMILY RESIDENTIAL
2 SPACE FOR EACH DWELLING UNIT
PROPOSED = 8 SPACES

TOTAL SPACES
REQUIRED SPACES: 58
PROPOSED SPACES: 58

OFF-STREET PARKING EXISTING
130 EASTERN SPACES
58 SPACES
2 ADA SPACES

THERE ARE A NUMBER OF PARKING SPACES

OFF-STREET LOADING REQUIREMENTS
RETAIL, COMMERCIAL, AND OFFICE USES
COMMERCIAL 5F = 7,500 = 4,000 TO 100,000 SQFT
4,001 TO 60,000 SQFT = 1 SPACE, PLUS 1 SPACE PER EACH ADDITIONAL 20,000 SF OF AREA OR TOTAL REQUIRED

BECAUSE OF USE OF EXISTING BUILDING AS OFFICE, NO OFFICIAL LOADING SPACE WAS EVER INDICATED

PROPOSED LOAD/RIG AREA = (2) 10'x40'= 1,000 SF + 1000
(2) 10'x40' = 1,000 SF

SUSTAINABLE SITE FEATURES:
(1)= SHADOW TEST (A1)
SITE SELECTION: PROJECT IS THE REUSE OF AN EXISTING OFFICE BUILDING, CONVERTED TO COMMERCIAL AND RESIDENTIAL USE.
(2)(3) HEAT ISLAND AND STORMWATER: SITE DESIGN REDUCES PARKING AND IMPERVIOUS SURFACES AND INCORPORATES NATIVE TREE PLANTINGS TO LOWER HEAT ISLAND EFFECT AND IMPROVE STORMWATER INFILTRATION AND SITE PERMEABILITY.
(4)= EXISTING GREEN SPACE = 9,960 SF
PROPOSED GREEN SPACE = 10,200 SF
(5)(6) WATER EFFICIENT LANDSCAPING: PROPOSED PLANTING NATIVE TREES THROUGHOUT THE SITE
(7)= Shelter (2)(3) (A4)
CONNECTION ACCOMMODATIONS: PROPOSED BIKE RACK AND NEW SIDEWALK CONNECTION ADDED TO IMPROVE PEDESTRIAN / NON-MOTORIZED ACCESS TO SITE.

DUMPSTER FLOOR PLAN
NOT TO SCALE

DUMPSTER WALL DETAIL
NOT TO SCALE

BOLLARD DETAIL
NOT TO SCALE

DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

SHRUB PLANTING DETAIL
NOT TO SCALE

LANDSCAPING DETAILS

TYPE	SYMBOL	COMMON NAME	BOTANICAL NAME	QTY
		DECIDUOUS (MEDIUM)	RED MAPLE	
		DECIDUOUS (ORNAMENTAL)	DOGWOOD	
		EVERGREEN	SPRUCE OCCIDENTALIS	
		ORNAMENTAL TREE	CRABAPPLE FLOWERING	

VICINITY MAP
(NOT TO SCALE)

PROPOSED 10'x20' DUMPSTER AREAS W/ 10' CONC. APRON

PROPOSED LANDSCAPING AREA, ADD INDIGENOUS TREE AND BUSHES

PROPOSED SCREENING (NARROW EVERGREEN TREES) "B"(29)

PROPOSED LANDSCAPING AREA TO REPLACE UNUSED PARKING SPACE, ADD INDIGENOUS TREES AND BUSHES

PROPOSED LANDSCAPING AREA TO REPLACE UNUSED PARKING SPACE, ADD INDIGENOUS TREES AND BUSHES

PROPOSED LANDSCAPING AREA TO REPLACE UNUSED PARKING SPACE, ADD INDIGENOUS TREES AND BUSHES

PROPOSED SCREENING (NARROW EVERGREEN TREES) "B" (32)

PROPOSED SCREENING NARROW EVERGREEN TREES "B" (32)

PROPOSED CONC. SIDEWALK

PROPOSED LANDSCAPING AREA TO REPLACE UNUSED PARKING SPACE, ADD INDIGENOUS TREES & BUSHES

EXISTING PAVEMENT AREA (ASPH.)

2 WAY DRIVE

3 WAY DRIVE

LINE OF DEMO CONC./ ASPH CURB.

E. MAPLE ROAD (80' PUBLIC RIGHT OF WAY ASPHALT)

LEGEND
- PARCEL BOUNDARY LINE
- ADJOINER PARCEL LINE
- EASEMENT (AS NOTED)
- SETBACK LINE
- BUILDING
- CONCRETE CURB
- EDGE OF PAVEMENT
- FENCE (AS NOTED)
- WALL (AS NOTED)
- BUILDING AREA
- ASPHALT
- CONCRETE
- GREEN SPACE / LANDSCAPE AREA

ARCHITECTURAL SITE PLAN
SCALE: 1'-0"= 1/2"

DEBIT COMMENTS

ATLANTIC
PROPOSED SITE PLAN
1441 EAST MAPLE RD, TROY, MI 48083

TITLE SHEET & ARCHITECTURAL SITE PLAN

PROFESSIONAL ARCHITECTS
PROFESSIONAL ENGINEERS
PROFESSIONAL SURVEYORS
23535 GRATIOT AVENUE
EASTPOINTE, MICHIGAN 48021
(586)772-2222 PHONE
(586)772-4048 FAX
KEM-TEC & ASSOCIATES

72 HOURS BEFORE YOU DIG CALL MISS DIG 800-482-7171 TOLL FREE

DRAWN BY: CK
SCALE: 1/8"=1'-0"
DATE: 4/28/25
PROJECT NO:
SHEET NO: ASP.1

PROJECT: PROPOSED REDUCED PARKING SITE PLAN
ADDRESS: 1441 EAST MAPLE ROAD, TROY. MI
CLIENT: ATLANTIC

LEGAL DESCRIPTION
PARCEL ID: 20-26-351-016 (1)

LAND SITUATED IN THE CITY OF TROY, COUNTY OF OAKLAND, STATE OF MICHIGAN DESCRIBED AS FOLLOWS:

PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 11 EAST, DESCRIBED AS: COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 88°17'45" EAST 828.81 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°42'15" EAST 279.99 FEET; THENCE SOUTH 88°17'45" EAST 383.08 FEET TO THE POINT ON THE SOUTHWESTERLY RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 29°28'00" EAST 73.90 FEET; THENCE NORTH 88°17'45" WEST 111.59 FEET; THENCE SOUTH 01°42'15" WEST 216.76 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 26; THENCE ALONG SAID SOUTH LINE NORTH 88°17'45" WEST 309.74 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 43 FEET TAKEN FOR MAPLE ROAD.

SITE DATA CHART			
ZONING		IB - INTEGRATED INDUSTRIAL AND BUSINESS DISTRICT	
MINIMUM BUILDING HEIGHT - REQUIRED		MINIMUM BUILDING HEIGHT - PROPOSED	
STORIES	4	STORIES	3
FEET	50	FEET	BUILDING < 36 FT
MINIMUM YARD SETBACK REQUIRED			
FRONT - REQ.	30 Ft	FRONT - EXISTING	78.31 Ft
SIDE TOTAL - REQ.	20 Ft	SIDE TOTAL - EXISTING	165.33 Ft
SIDE LEAST - REQ.	10 Ft	SIDES - EXISTING	83.14 Ft & 82.19 Ft
REAR - REQ.	20 Ft	REAR - EXISTING	76.41 Ft
MAX % LOT COVERED BY BUILDINGS - REQ.	40%	MAX % LOT COVERED BY EXISTING BUILDING	7,927± SF / 79,224± SF = 10%

OFF- STREET PARKING REQUIREMENTS
- ALL COMMERCIAL/RETAIL
  - 1 SPACE PER EACH 250 SF OF GROSS FLOOR AREA
    - 7,927/ 250 = 32 SPACES
- MULTIPLE-FAMILY RESIDENTIAL
  - 2 SPACE PER EACH DWELLING UNIT
    - 28x2 = 56 SPACES

TOAL SPACES
REQUIRED SPACES: **88**
PROPOSED SPACES: **88**

OFF- STREET PARKING EXISTING
- 139 EXISTING SPACES
  - 137 SPACES
  - 2 ADA SPACES

THERE WAS A SURPLUS OF PARKING OF 51 SPACES

OFF- STREET LOADING REQUIREMENTS
- INSTITUTIONAL, COMMERCIAL, AND OFFICE USES
  - COMMERCIAL SF = 7,927 = 5,001 TO 60,000 SQFT
  - 5,001 TO 60,000 SQFT = 1 SPACE, PLUS 1 SPACE PER EACH ADDITIONAL 20,000 SF GFA (2 TOTAL REQUIRED)

BECAUSE OF USE OF EXISTING BUILDING AS OFFICE, NO OFFICIAL LOADING SPACE WAS EVER INDICATED.

- PROPOSED LOADING AREA = (2) 10'x54.5' = 1,090 SF > REQ. (2) 10'X50' = 1,000 SF

SUSTAINABLE SITE FEATURES:
- **(1) = Section 12.01.A(1)**
- **SITE SELECTION:** PROJECT IS THE REUSE OF AN EXISTING OFFICE BUILDING, CONVERTED TO COMMERCIAL AND RESIDENTIAL USE.
- (2/3) **HEAT ISLAND AND STORMWATER:** SITE DESIGN REDUCES PARKING AND IMPERVIOUS SURFACES AND INCORPORATES NATIVE TREE PLANTINGS TO LOWER HEAT ISLAND EFFECT AND IMPROVE STORMWATER INFILTRATION AND SITE PERMEABILITY.
- **EXISTING GREEN SPACE:** ~ 8,350 SF
- **PROPOSED GREEN SPACE:** ~ 13,200 SF
- **(2/3) WATER EFFICIENT LANDSCAPING:** PROPOSED PLANTING NATIVE TREES THROUGHOUT THE SITE
- **(4) = Section 12.01.A(4)**
- **COMMUTER ACCOMMODATIONS:** PROPOSED BIKE RACK AND NEW SIDEWALK CONNECTION ADDED TO IMPROVE PEDESTRIAN / NON-MOTORIZED ACCESS TO SITE.

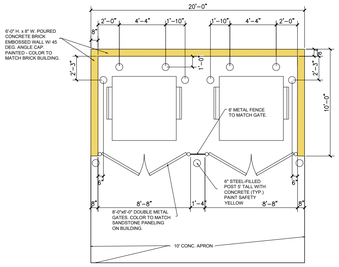
(1)

SCOPE OF WORK
PROJECT INCLUDES REUSE OF EXISTING OFFICE BUILDING INTO MIXED-USE COMMERCIAL/RESIDENTIAL. SITE DESIGN REMOVES EXCESS PARKING AND IMPERVIOUS SURFACES TO PROVIDE LANDSCAPING AND GREEN SPACE WITH NATIVE TREE PLANTINGS TO LOWER HEAT ISLAND EFFECT AND IMPROVE STORMWATER INFILTRATION. WATER-EFFICIENT LANDSCAPING, NEW BIKE RACK, AND SIDEWALK CONNECTION PROVIDED TO IMPROVE NON-MOTORIZED ACCESS.

SHEET INDEX

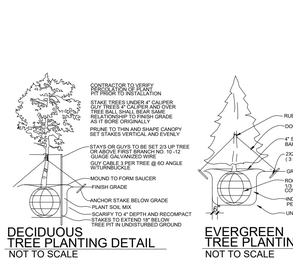
TITLE SHEET & ARCHITECTURAL SITE PLAN	ASP.1
ALTA/TOPOGRAPHIC SURVEY	1

NOTES:
- THERE ARE NO CHANGES TO ANY EXISTING FIRE LANES
- FOR EXISTING TOPOGRAPHIC INFORMATION, REFER TO ALTA/TOPOGRAPHIC SURVEY.
- SITE LIGHTING WILL REMAIN THE SAME.

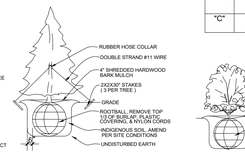


6'-0" H. x 8" W. POURED CONCRETE BRICK COLUMNS W/ 45 DEG. ANGLE CAP, PAINTED - COLOR TO MATCH BRICK BUILDING.

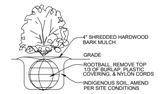
DUMPSTER FLOOR PLAN
NOT TO SCALE



DECIDUOUS TREE PLANTING DETAIL
NOT TO SCALE

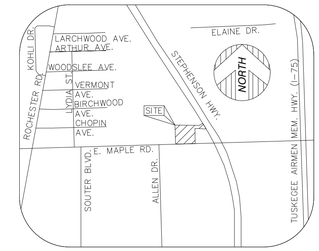


EVERGREEN TREE PLANTING DETAIL
NOT TO SCALE

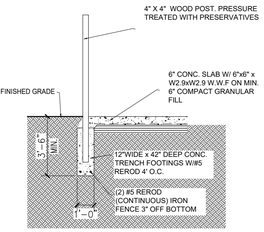


SHRUB PLANTING DETAIL
NOT TO SCALE

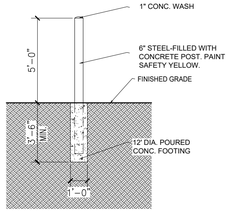
LANDSCAPING SCHEDULE				
SYM	QUANTITY	COMMON NAME	BOTANICAL NAME	SIZE
"A"	17	OCTOBER GLORY RED MAPLE	ACER RUBRUM OCTOBER GLORY	2.5" - 3" CAL
"B"	61	WHITE-CEDAR (ARBORVITAE)	THUJA OCCIDENTALIS	5' - 6' HT.
"C"	50	SHRUBBY CINQUEFOIL	POTENTILLA FRUTICOSA	2"-3" H



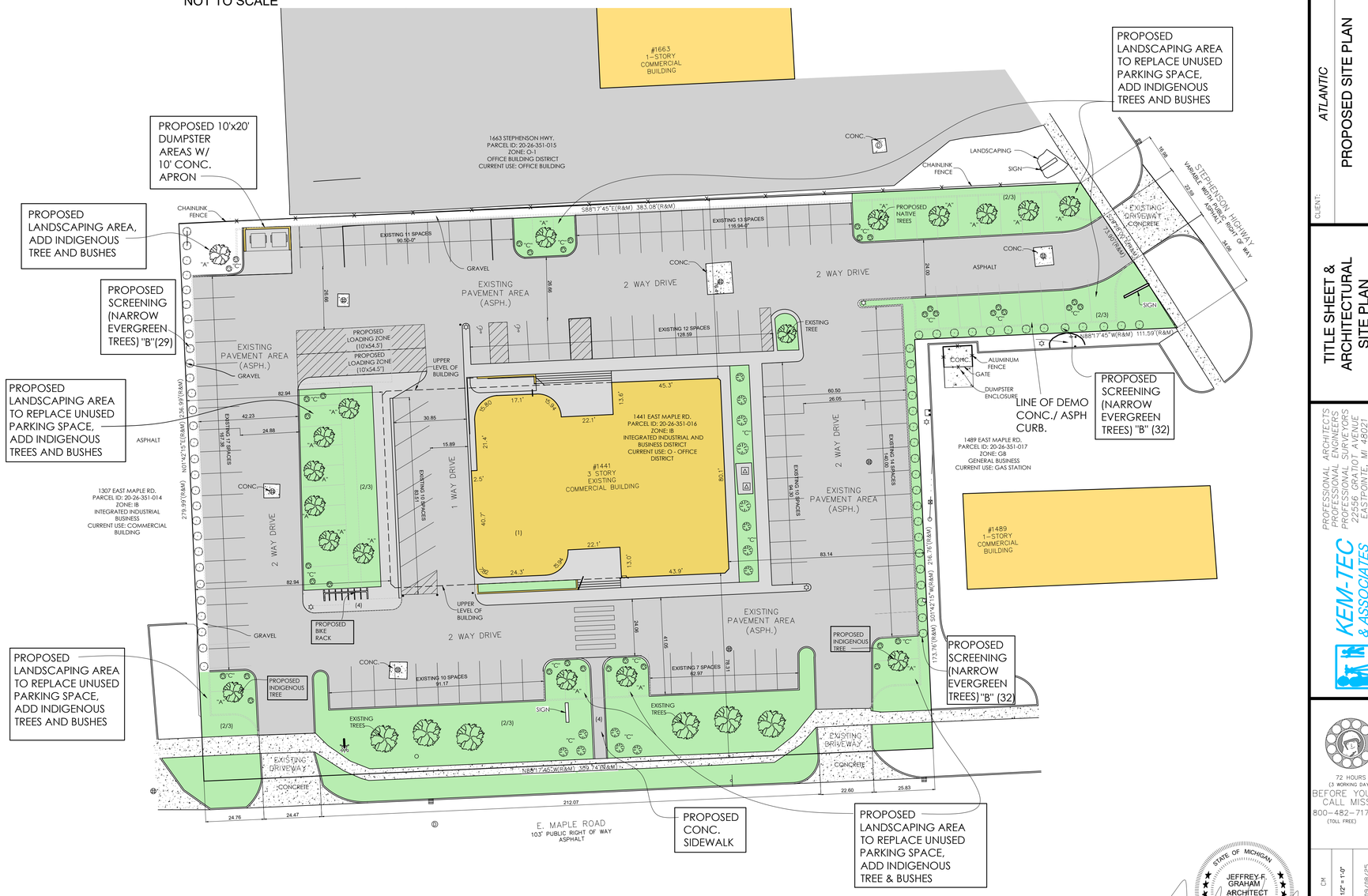
VICINITY MAP
(NOT TO SCALE)



DUMPSTER WALL DETAIL
NOT TO SCALE



BOLLARD DETAIL
NOT TO SCALE



ARCHITECTURAL SITE PLAN
SCALE: 1'-0"=1/2"

LEGEND
- PARCEL BOUNDARY LINE
- ADJOINER PARCEL LINE
- EASEMENT (AS NOTED)
- SETBACK LINE
- BUILDING
- CONCRETE CURB
- EDGE OF PAVEMENT
- FENCE (AS NOTED)
- WALL (AS NOTED)
- BUILDING AREA
- ASPHALT
- CONCRETE
- GREEN SPACE / LANDSCAPE AREA

#	REVISION	DATE	BY	CLIENT COMMENTS: DESCRIPTION
1		09/26/25	CM	

CLIENT: ATLANTIC

PROPOSED SITE PLAN
1441 EAST MAPLE RD. TROY, MI 48083

TITLE SHEET & ARCHITECTURAL SITE PLAN

PROFESSIONAL ARCHITECTS
PROFESSIONAL ENGINEERS
PROFESSIONAL SURVEYORS
22556 GRATIOT AVENUE
EASTPOINTE, MI 48021
(586)772-2222 PHONE
(586)772-4048 FAX
KEM-TEC & ASSOCIATES

72 HOURS (3 WORKING DAYS) BEFORE YOU DIG CALL MISS DIG 800-482-7171 (TOLL FREE)

STATE OF MICHIGAN
JEFFREY F. GRAHAM
ARCHITECT
No. 35132
LICENSED ARCHITECT

DRAWN BY:	SCALE:	DATE:	PROJECT NO:
CM	1/2" = 1'-0"	09/08/25	24-03108

SHEET NO:
ASP.1

GENERAL NOTES - FLOOR PLANS

A. REFER TO THE PROJECT GENERAL NOTES FOR GENERAL PROJECT REQUIREMENTS.

B. ALL PARTITIONS SHALL BE B3; REFER TO SHEET G001 AND SHALL EXTEND TO DECK ABOVE, UNLESS NOTED OTHERWISE

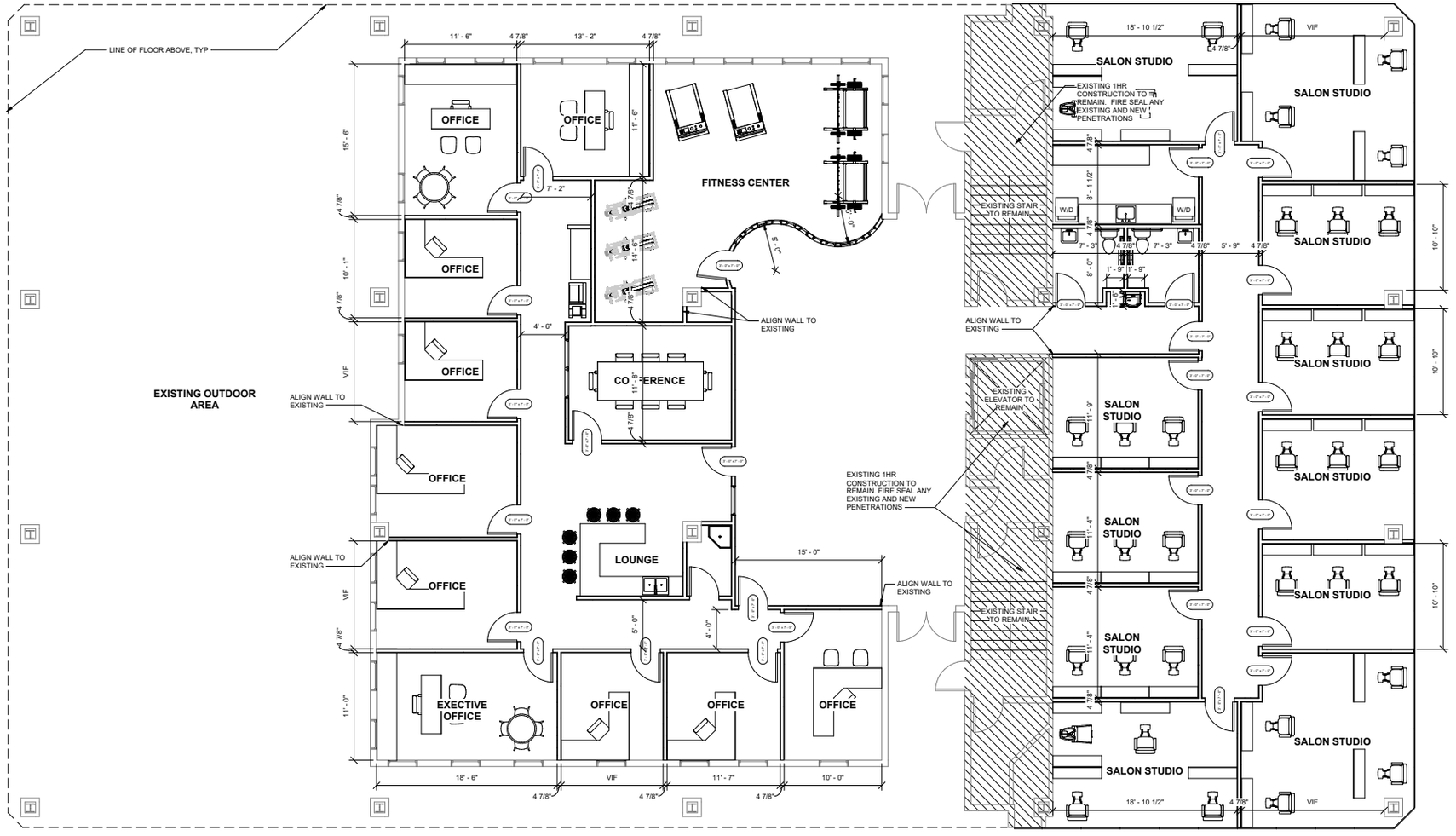
C. CONTRACTOR SHALL VERIFY OWNER PREFERENCE OF WOOD BLOCKING FOR EACH UNIQUE ITEM (EQUIPMENT, FIXTURE, ETC.) THAT WILL BE WALL-MOUNTED. WHERE PERMITTED BY THE OWNER, ANY WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. CONTRACTOR SHALL PROVIDE ALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED ACCESSORIES, INCLUDING BUT NOT LIMITED TO DOOR STOPS, CABINETS, AND SHELVING.

D. DIMENSIONS FOR INTERIOR PARTITION AND EXTERIOR WALL LAYOUT ARE TO STUD FACE OF EACH WALL, UNLESS OTHERWISE NOTED.

E. DOOR OPENINGS SHALL BE 4" FROM A PERPENDICULAR PARTITION TO OUTSIDE FACE OF FRAME, UNLESS OTHERWISE NOTED. REFER TO THE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.

F. ALL OPENING WITHIN FIRE RATINGS TO MATCH OR EXCEED WALL RATING.

OWNER TO SELECT ALL INTERIOR FINISHES INCLUDING BUT NOT LIMITED TO FLOORING, WALLS, CEILINGS, DOORS AND FRAMES



1 A201 — FIRST FLOOR PLAN
Scale: 3/16" = 1'-0"

GUMMA GROUP
DESIGNERS BUILDERS
www.GUMMAGROUP.net
7419 Middlebelt Rd. Suite 4
West Bloomfield, MI 48322
(248) 865-5555 Fax (248) 865-5015

Project:

1441 E Maple Mixed Use Redevelopment

TROY, MICHIGAN 48083

Designed
Drawn
Approved
Scale AS NOTED

Notes

All drawings and written material appearing herein constitute original and unpublished work of Gumma Group and may not be duplicated, used or disclosed without the written consent of Gumma Group.

Do not scale drawings. Use given dimensions only. If not shown, verify correct dimensions with Gumma Group. Contractor shall check and verify all dimensions and conditions at job site.

Project No. **2025-543**

Issued

Architectural Review Set	2025_0910

Sheet Title and Number

FIRST FLOOR PLAN

A101

GENERAL NOTES - FLOOR PLANS

A. REFER TO THE PROJECT GENERAL NOTES FOR GENERAL PROJECT REQUIREMENTS.

B. ALL PARTITIONS SHALL BE B3; REFER TO SHEET G001 AND SHALL EXTEND TO DECK ABOVE, UNLESS NOTED OTHERWISE

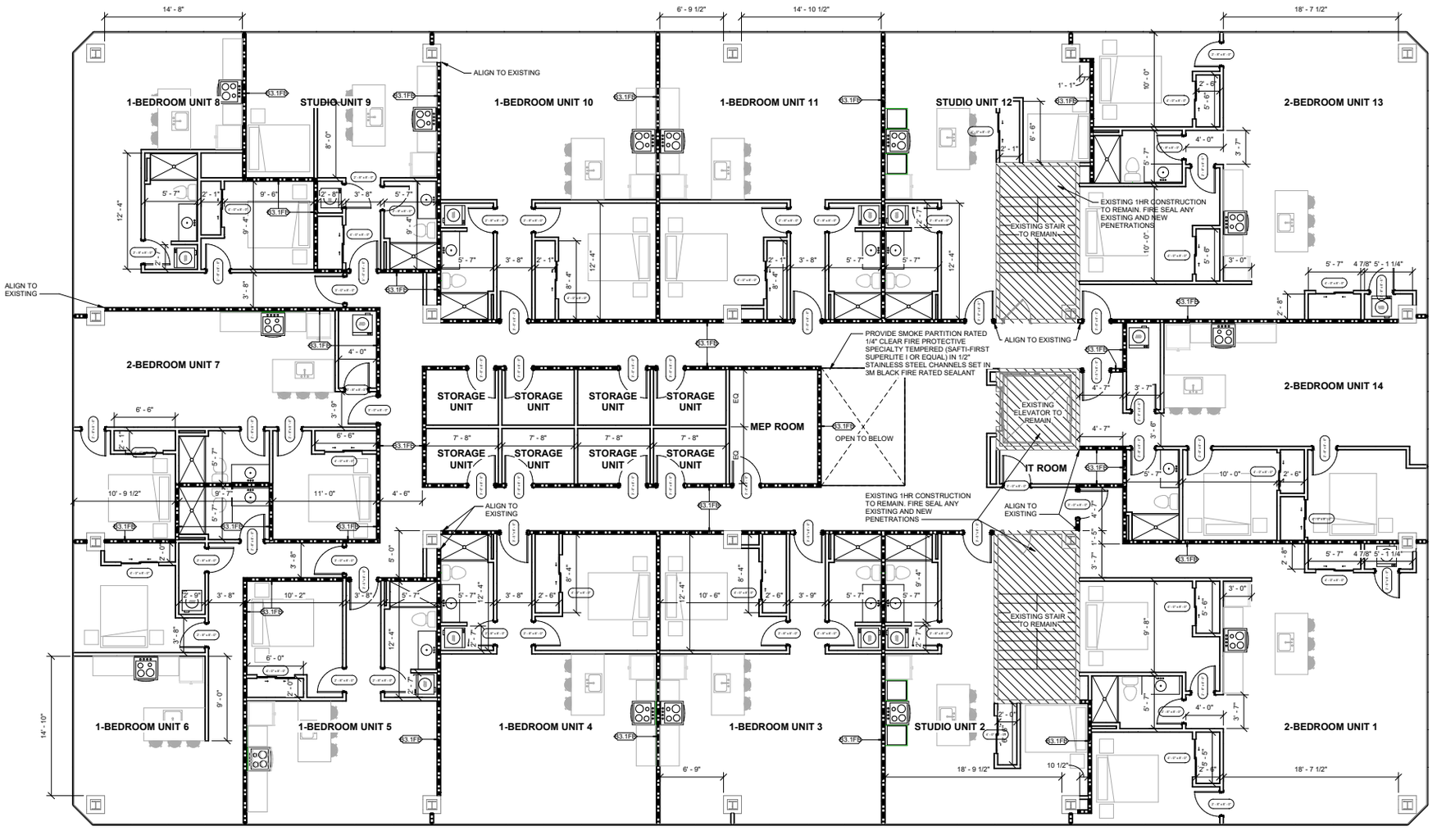
C. CONTRACTOR SHALL VERIFY OWNER PREFERENCE OF WOOD BLOCKING FOR EACH UNIQUE ITEM (EQUIPMENT, FIXTURE, ETC.) THAT WILL BE WALL-MOUNTED. WHERE PERMITTED BY THE OWNER, ANY WOOD BLOCKING SHALL BE FIRE RETARDANT TREATED. CONTRACTOR SHALL PROVIDE ALL BLOCKING AS REQUIRED TO SUPPORT WALL MOUNTED ACCESSORIES, INCLUDING BUT NOT LIMITED TO DOOR STOPS, CABINETS, AND SHELVING.

D. DIMENSIONS FOR INTERIOR PARTITION AND EXTERIOR WALL LAYOUT ARE TO STUD FACE OF EACH WALL, UNLESS OTHERWISE NOTED.

E. DOOR OPENINGS SHALL BE 4" FROM A PERPENDICULAR PARTITION TO OUTSIDE FACE OF FRAME, UNLESS OTHERWISE NOTED. REFER TO THE DOOR SCHEDULE FOR ADDITIONAL INFORMATION.

F. ALL OPENING WITHIN FIRE RATINGS TO MATCH OR EXCEED WALL RATING.

OWNER TO SELECT ALL INTERIOR FINISHES INCLUDING BUT NOT LIMITED TO FLOORING, WALLS, CEILINGS, DOORS AND FRAMES



1 A201 **2ND AND 3RD FLOOR PLAN**
Scale: 3/16" = 1'-0"

GUMMA GROUP DESIGNERS BUILDERS
www.GUMMAGROUP.net
7419 Middlebelt Rd. Suite 4
West Bloomfield, MI 48322
(248) 865-5555 Fax (248) 865-5015

Project:

1441 E Maple Mixed Use Redevelopment

TROY, MICHIGAN 48083

Designed
Drawn
Approved
Scale AS NOTED

Notes

All drawings and written material appearing herein constitute original and unpublished work of Gumma Group and may not be duplicated, used or disclosed without the written consent of Gumma Group.

Do not scale drawings. Use given dimensions only. If not shown, verify correct dimensions with Gumma Group. Contractor shall check and verify all dimensions and conditions at job site.

Project No. **2025-543**

Issued

Architectural Review Set	2025_0910

Sheet Title and Number

SECOND & THIRD FLOOR PLANS

A102

Date: September 6, 2025
Project: Atlantic Lofts
Owner: Atlantic Avenue Holdings, LLC
Developer: Blackacre Management, LLC
Address: 1441 East Maple Road, Troy, Michigan
Subject: INTERNAL MEMO - Bioswale/Rain Garden Maintenance Plan

I. Bioswale/Rain Garden Maintenance Plan – Atlantic Avenue Project

The bioswale/rain garden will be a permanent, functional component of the Atlantic Avenue project's stormwater management system. It is intended to capture and treat stormwater runoff, reduce peak flows, improve water quality, and provide ecological and aesthetic benefits to the site. The following plan outlines the maintenance protocols that will be followed to ensure the system operates as designed throughout its lifespan.

II. Inspection and Monitoring

- First Year: Inspections will occur monthly to verify proper establishment of vegetation, confirm grading and drainage are functioning, and identify any deficiencies early.
- After Establishment: Inspections will occur on a quarterly basis.
- After Major Storm Events: An additional inspection will take place after rainfall events of 1 inch or more within 24 hours to assess erosion, sediment buildup, or ponding.
- A maintenance log will be kept on-site or electronically, documenting inspection dates, observations, corrective actions, and plant replacements. This record will be available for municipal review upon request.

III. Vegetation Establishment and Care

- The bioswale/rain garden will be planted with native, deep-rooted grasses, sedges, and perennials chosen for their stormwater infiltration, pollutant uptake, and drought tolerance.
- Plants will be watered as necessary during the first growing season to ensure establishment. Irrigation will taper off in subsequent years once plants are established.
- Routine maintenance will include:
    - Weeding and invasive species removal monthly during the growing season.
    - Plant replacement annually each spring or fall to maintain continuous groundcover and prevent bare spots.
    - Pruning or cutting back as needed at the end of the growing season to maintain plant health and system function.

IV. Sediment and Debris Management

- The bioswale/rain garden will be kept free of debris, trash, and leaf litter, which will be removed during every inspection.
- Sediment accumulation will be monitored. If deposition exceeds 3 inches, accumulated material will be removed and the basin restored to its design depth.
- Inlets and outlets will be checked for obstructions, and blockages will be cleared immediately.

V. Erosion Control

- Inlet and outlet structures will be inspected for evidence of erosion or scouring.
- Corrective measures may include reseeding, placing erosion-control matting, or adding riprap/stone armoring to dissipate flow energy.
- Bare soil areas will be immediately reseeded with approved native mixes.

Continued...

VI. Mulching and Soil Management

- A 2–3 inch layer of shredded hardwood mulch will be applied around plantings to conserve moisture, control weeds, and reduce erosion.
- Mulch will be replenished annually in spring. Excess mulch will be avoided, as it can impede infiltration.

VII. Long-Term Functional Standards

- Vegetation will be maintained at a minimum 80% live coverage throughout the bioswale/rain garden footprint.
- The system must drain fully within 48 hours of a rainfall event to ensure infiltration and avoid mosquito habitat.
- Water-tolerant species will be maintained near the basin bottom, with drought-tolerant species placed on upper side slopes.
- The system will be kept free of standing water, invasive species, and channelized flow paths.

VIII. Responsibility for Maintenance

- The property owner (Atlantic Avenue project ownership entity) will be responsible for ongoing maintenance and compliance with the approved plan.
- Maintenance may be performed by in-house staff or a qualified landscaping contractor familiar with stormwater best management practices.
- Any substantial repairs, replantings, or modifications will be documented and provided to the City if requested.

Fact Sheet ST-46
November 1993

Acer rubrum 'October Glory'
'October Glory' Red Maple[1]

Edward F. Gilman and Dennis G. Watson[2]

INTRODUCTION

This cultivar of Red Maple has an oval to rounded shape and is a fast grower with strong wood, reaching a height of 40 to 50 feet (Fig. 1). It and 'Red Sunset' are the most popular Red Maples in cultivation probably due to their dependable fall color and vigorous growth. Unless irrigated or on a wet site, it is best used north of USDA hardiness zone 9. Trees are often seen shorter in the southern part of its range unless growing next to a stream or on a wet site. This tree is much preferred over Red Maple, Silver Maple or Boxelder when a fast growing maple is needed. The newly emerging leaves and red flowers and fruits signal that spring has come. They appear in December and January in Florida, later in the northern part of its range. The seeds of Red Maple are quite popular with squirrels and birds. This tree if sometimes confused with red-leaved cultivars of Norway Maple.

GENERAL INFORMATION

Scientific name: *Acer rubrum* 'October Glory'
Pronunciation: AY-ser ROO-brum
Common name(s): 'October Glory' Red Maple
Family: *Aceraceae*
USDA hardiness zones: 5 through 8 (Fig. 2)
Origin: native to North America
Uses: Bonsai; wide tree lawns (>6 feet wide); medium-sized tree lawns (4-6 feet wide); recommended for buffer strips around parking lots or for median strip plantings in the highway; near a deck or patio; reclamation plant; screen; shade tree; specimen; residential street tree

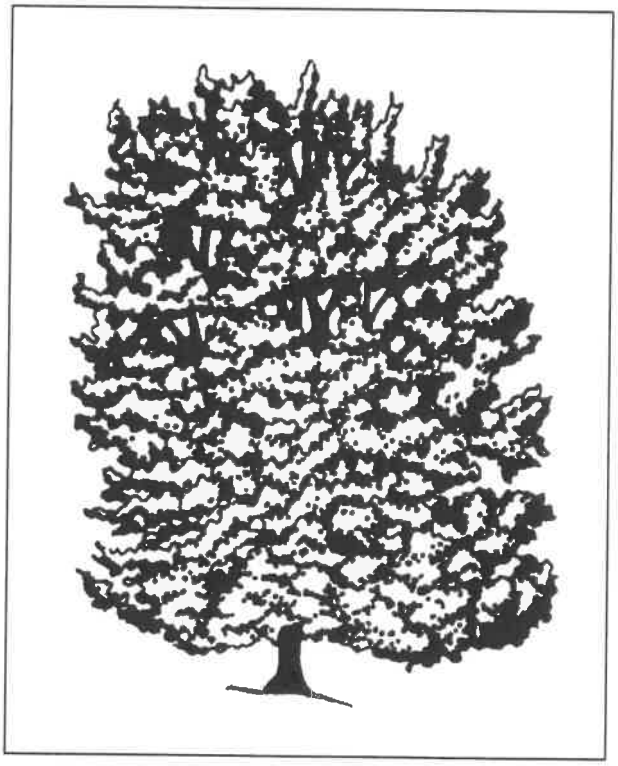


Figure 1. Mature 'October Glory' Red Maple.

Availability: generally available in many areas within its hardiness range

DESCRIPTION

Height: 40 to 50 feet
Spread: 25 to 35 feet
Crown uniformity: symmetrical canopy with a regular (or smooth) outline, and individuals have more

1. This document is adapted from Fact Sheet ST-46, a series of the Environmental Horticulture Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Publication date: November 1993.
2. Edward F. Gilman, associate professor, Environmental Horticulture Department; Dennis G. Watson, associate professor, Agricultural Engineering Department, Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville FL 32611.

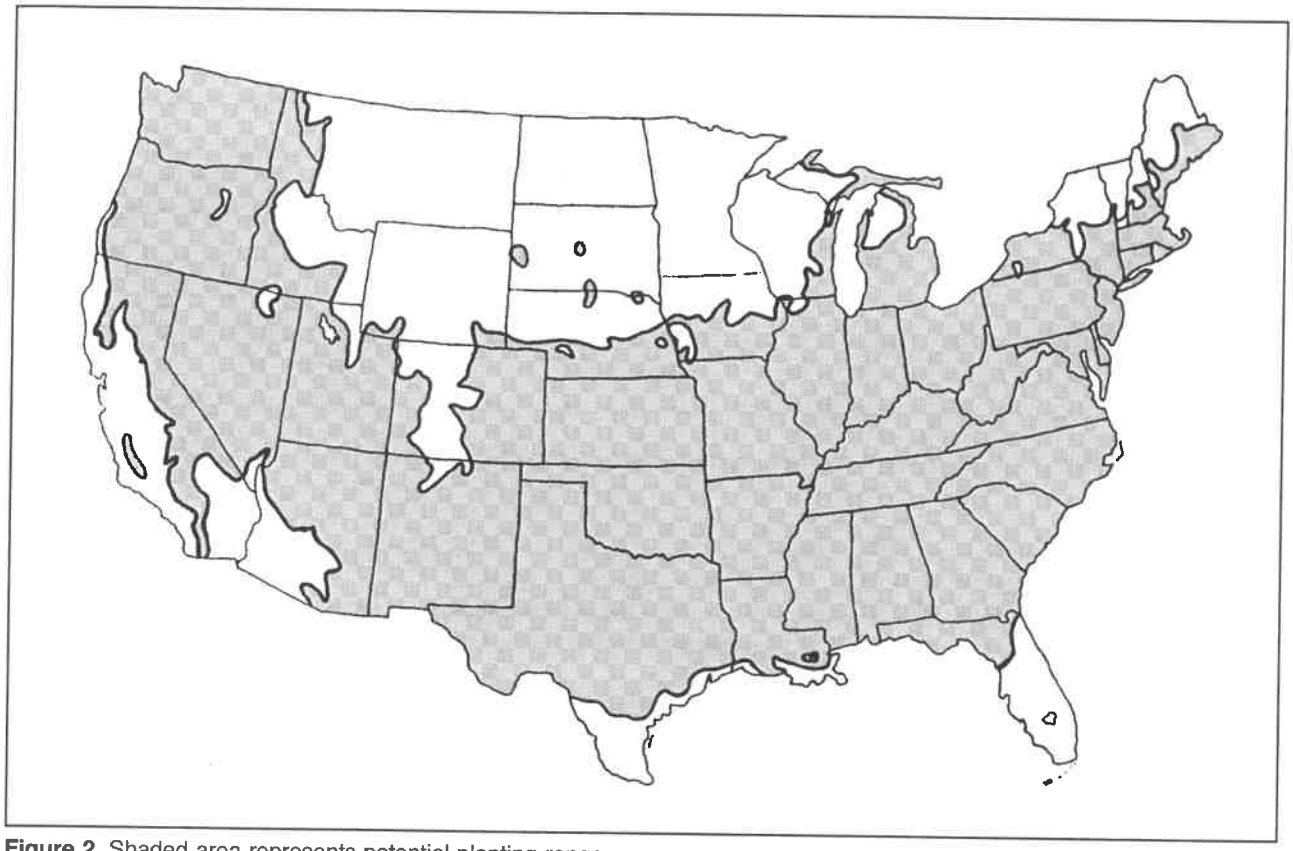


Figure 2. Shaded area represents potential planting range.

or less identical crown forms
Crown shape: oval; round
Crown density: moderate
Growth rate: fast
Texture: medium

Foliage

Leaf arrangement: opposite/subopposite (Fig. 3)
Leaf type: simple
Leaf margin: lobed; incised; serrate
Leaf shape: ovate
Leaf venation: palmate
Leaf type and persistence: deciduous
Leaf blade length: 2 to 4 inches
Leaf color: green
Fall color: orange; red; yellow
Fall characteristic: showy

Flower

Flower color: red
Flower characteristics: showy; spring flowering

Fruit

Fruit shape: elongated
Fruit length: 1 to 3 inches
Fruit covering: dry or hard
Fruit color: red
Fruit characteristics: attracts birds; attracts squirrels and other mammals; no significant litter problem; showy

Trunk and Branches

Trunk/bark/branches: bark is thin and easily damaged from mechanical impact; droop as the tree grows, and will require pruning for vehicular or pedestrian clearance beneath the canopy; not particularly showy; should be grown with a single leader; no thorns
Pruning requirement: requires pruning to develop strong structure
Breakage: resistant
Current year twig color: gray; reddish
Current year twig thickness: medium
Wood specific gravity: 0.54

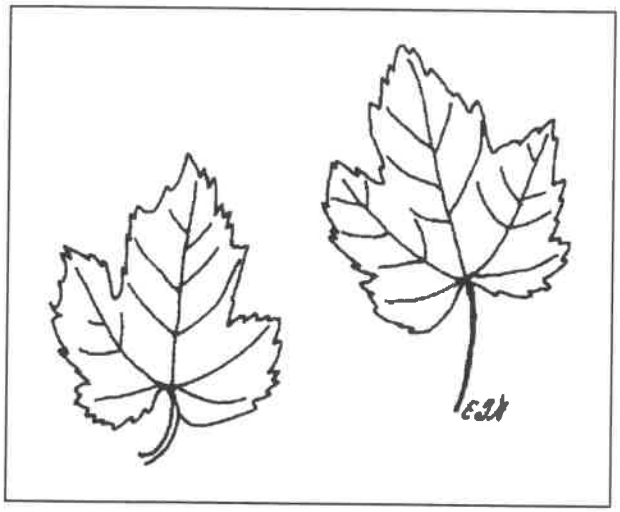


Figure 3. Foliage of 'October Glory' Red Maple.

Culture

Light requirement: tree grows in part shade/part sun; tree grows in full sun
Soil tolerances: clay; loam; sand; acidic; extended flooding; well-drained
Drought tolerance: moderate
Aerosol salt tolerance: low
Soil salt tolerance: poor

Other

Roots: surface roots can lift sidewalks or interfere with mowing
Winter interest: tree has winter interest due to unusual form, nice persistent fruits, showy winter trunk, or winter flowers
Outstanding tree: tree has outstanding ornamental features and could be planted more
Invasive potential: little, if any, potential at this time
Verticillium wilt susceptibility: susceptible
Pest resistance: long-term health usually not affected by pests

USE AND MANAGEMENT

The outstanding ornamental characteristic of 'October Glory' is bright red to orange fall color (sometimes on the same tree) lasting several weeks. It puts on one of the most brilliant displays of any tree late in the fall.

The tree makes the best growth in wet places and has no other particular soil preference except chlorosis may develop on alkaline soil where it also grows poorly. It is well-suited as a street tree in northern and mid-south climates in residential and other suburban areas but the bark is thin and easily damaged by mowers. Irrigation is often needed to support street tree plantings in well-drained soil in the south. Roots can raise sidewalks as Silver Maples can but they have a less aggressive root system and so they make a good street tree. Surface roots beneath the canopy can make mowing difficult.

Red Maple is easily transplanted and usually develops surface roots in soil ranging from well-drained sand to clay. It is not especially drought-tolerant, particularly in the southern part of the range, but selected individual trees can be found growing on dry sites. This trait shows the wide range of genetic diversity in the species. Branches often grow upright through the crown forming poor attachments to the trunk. These should be removed in the nursery or after planting in the landscape to help prevent branch failure in older trees during storms. Select branches with a wide angle from the trunk and prevent branches from growing larger than half the diameter of the trunk.

A number of other cultivars are listed. Due to graft-incompatibility problems which cause the tree to break apart, preference should be given to cultivars produced on their own roots. In the northern and southern end of the range, choose cultivars with regional adaptation. The cultivars are: 'Armstrong' - upright growth habit, almost columnar, somewhat prone to splitting branches due to tight crotches, 50 feet tall; 'Autumn Flame' - 45 feet tall, round, above average fall color; 'Bowhall' - upright growth habit, branches form embedded bark, graft incompatibility on grafted trees; 'Gerling' - densely branched, broadly pyramidal, about 35 feet tall when mature; 'Red Sunset' - above average orange to red fall color, does well in the south in USDA hardiness zone 8, probably the best cultivar for the deep south, oval, 50 feet tall; 'Scanlon' - upright growth habit; 'Schlesinger' - good fall color, rapid growth rate; 'Tilford' - globe-shaped crown. Variety *drummondii* is well-suited for USDA hardiness zone 8.

Pests

Aphids infest maples, usually Norway Maple, and may be numerous at times. High populations can cause leaf drop. Another sign of heavy aphid infestation is honey dew on lower leaves and objects beneath the tree. Aphids are controlled by spraying or they may be left alone. If not sprayed, predatory insects will bring the aphid population under control.

Scales are an occasional problem on maples. Perhaps the most common is cottony maple scale. The insect forms a cottony mass on the lower sides of branches. Scales are usually controlled with horticultural oil sprays. Scales may also be controlled with well-timed sprays to kill the crawlers.

If borers become a problem it is an indication the tree is not growing well. Controlling borers involves keeping trees healthy. Chemical controls of existing infestations are more difficult. Proper control involves identification of the borer infesting the tree then applying insecticides at the proper time.

Diseases

Girdling roots grow around the base of the trunk rather than growing away from it. As both root and trunk increase in size, the root chokes the trunk. Girdling roots are detected by examining the base of the trunk. The lack of trunk flare at ground level is a symptom. The portion of the trunk above a girdling root does not grow as rapidly as the rest so may be slightly depressed. The offending root may be on the surface or may be just below the sod. The tree crown shows premature fall coloration and death of parts of the tree in more serious cases. If large portions of the tree have died it may not be worth saving. Girdling roots are functional roots so when removed a portion of the tree may die. When the girdling root is large the treatment is as harmful as the problem. After root removal, follow-up treatment includes watering during dry weather. The best treatment for girdling roots is prevention by removing or cutting circling roots at planting or as soon as they are detected on young trees.

Scorch may occur during periods of high temperatures accompanied by wind. Trees with diseased or inadequate root systems will also show scorching. When trees do not get enough water they scorch. Scorch symptoms are light brown or tan dead areas between leaf veins. The symptoms are on all parts of the tree or only on the side exposed to sun and wind. Scorching due to dry soil may be overcome by watering. If scorching is due to an inadequate or diseased root system, watering may have no effect.

Nutrient deficiency symptoms are yellow or yellowish-green leaves with darker green veins. The most commonly deficient nutrient on maple is manganese. Implanting capsules containing a manganese source in the trunk will alleviate the symptoms. Test soil samples to determine if the soil pH is too high for best manganese availability. Plants exposed to weed killers may also show similar symptoms.

Tar spot and a variety of leaf spots cause some concern among homeowners but are rarely serious enough for control.

Potentilla fruticosa

Shrubby Cinquefoil



Also called bush cinquefoil. A small, tough shrub, with yellow, 5-petaled flowers from June until fall. Small brown seed capsules provide winter interest. Transplants easily, and is of easy culture. Often found in wet meadows and swamps in the wild, but will tolerate a variety of soils, as long as it gets full sun.

Suggested companions: meadowsweet (Spiraea alba), swamp rose (Rosa palustris), sensitive fern (Onoclea sensibilis), cedar (thuja occidentalis)

Photo Credit: © James L. Reveal. USDA, NRCS 1999. The PLANTS database (http://plants.usda.gov/plants). National Plant Data Center, Baton Rouge, LA 70874-4490 USA

Plant Type: Shrub

Size: 1'-3' H
1-4' W

Water Tolerant: Somewhat

Habitat:
Shrubby Wetland
Wet Meadow
Swamp/ Bog

Soil: Average Garden Soil
Sandy/ Gravelly
Very Damp/Wet
Rich Moist

Exposure: sun

Flower Color:
Yellow

Bloom Time:
June
July
August
September

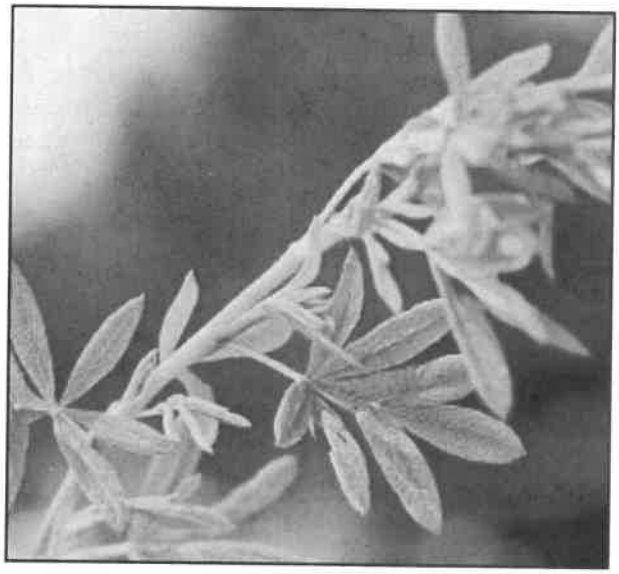
Plant in:

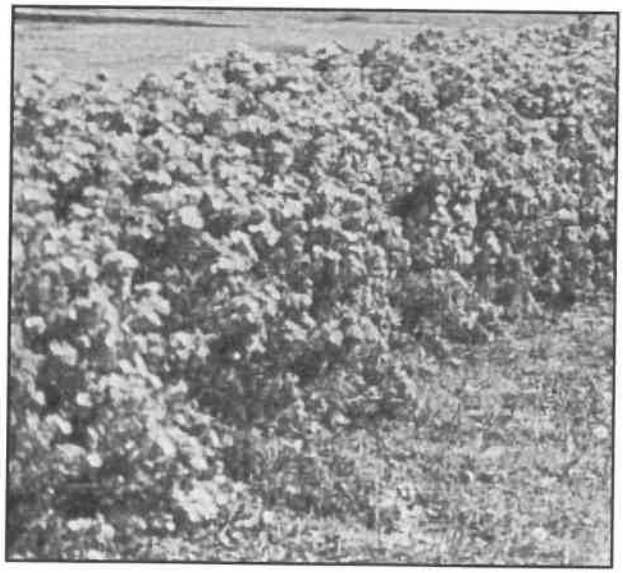
Groundcover: No

Other Attributes:
Deer resistant

Potentilla or Shrubby Cinquefoil









Potentilla or Shrubby Cinquefoil *(Potentilla fruticosa)*

General Description

A very hardy and widely used native in landscape plantings across the state. Popular for its floral display throughout most of the summer season. There are several herbaceous forbs that belong to the Potentilla genus native to the North Dakota prairie.

Leaves and Buds

Bud Arrangement - Alternate.

Bud Color - Brown.

Bud Size - 1/6 inch.

Leaf Type and Shape - Pinnately compound, usually 3 to 5 elliptic leaflets.

Leaf Margins - Revolute margins.

Leaf Surface - Silky, pubescent.

Leaf Length - 3/4 to 1 inch; leaflets 3/8 to 3/4 inch.

Leaf Width - 1/2 to 1 inch; leaflets 1/8 to 3/8 inch.

Leaf Color - Dark green to gray.

Flowers and Fruits

Flower Type - Terminal cymes or solitary, 10 to 30 stamens. Primarily single-flowered, a few double cultivars.

Flower Color - Primarily yellow or white. Several varieties exhibit orange to pinkish-red shades.

Fruit Type - Achene.

Fruit Color - Brown.

Form

Growth Habit - Sub-shrub, may require rejuvenation every 5 to 6 years.

Texture - Fine, summer; medium-fine, winter.

Crown Height - 2 to 4 feet, depending on cultivar.

Crown Width - 2 to 5 feet.

Bark Color - Brown, shredding.

Root System - Fibrous, width of crown spread.

Environmental Requirement

Soils

Soil Texture - Clay to sandy loam.

Soil pH - 5.5 to 8.0. Adaptable to high pH, but variable by cultivar.

Windbreak Suitability Group - 1, 1K, 3, 4, 4C, 5, 6D, 6G.

Cold Hardiness

USDA Zone 2.

Water

Drought tolerant.

Light

Partial to full sun.

Uses

Conservation/Windbreaks

Not recommended due to short stature.

Wildlife

Cover for small ground birds.

Agroforestry Products

Food - Used as feed for livestock, cattle, horses, goats, pigs and geese.

Medicinal - *Potentilla* species have been used for cramps, mouth ulcers, spongy gums, loose teeth, respiratory ailments, and as a cardiac stimulant.

Urban/Recreational

Widely used for landscaping in foundation plantings, hedges and masses.

Cultivated Varieties

Potentilla fruticosa:

'Abbotswood' (Abbottswood Potentilla) - Flowers white with a pink blush.

'Absaraka' (Dakota Goldrush® Potentilla) - Yellow flowers, NDSU introduction.

'Coronation Triumph' (Coronation Triumph Potentilla) - 3 feet tall, abundant yellow flowers.

'Dakota Sunrise' (Dakota Sunrise Potentilla) - Flowers light yellow.

'Day Dawn' (Day Dawn Potentilla) - Flowers peach-pink, but in hot weather, creamy.

'Fargo' (Dakota Sunspot® Potentilla) - Yellow flowers, NDSU introduction.

'Goldfinger' (Goldfinger Potentilla) - Compact shrub, bright yellow flowers.

'Hurstbourne' (Hurstbourne Potentilla) - Bright yellow flowers all summer long.

'Jackmanii' (Jackman Potentilla) - 4 feet tall, large bright yellow flowers.

'Katherine Dukes' (Katherine Dykes Potentilla) - Lemon-yellow flowers.

'Snowbird' (Snowbird Potentilla) - Double white flowers.

'Yellowbird' (Yellowbird Potentilla) - Double yellow flowers.

Related Species

None.

Pests

Several leaf spot and mildew diseases. Spider mites often build up in warm, dry weather.

Fact Sheet ST-629
October 1994

Thuja occidentalis White-Cedar[1]

Edward F. Gilman and Dennis G. Watson[2]

INTRODUCTION

This slow-growing tree reaches 25 to 40 feet in height and spreads to about 10 to 12 feet wide, preferring a wet or moist, rich soil (Fig. 1). Transplanting is moderately easy if plants are root-pruned and either balled and burlapped or potted. White-Cedar likes high humidity and tolerates wet soils and some drought. The foliage turns brownish in winter, especially on cultivars with colored foliage and on exposed sites open to the wind.

GENERAL INFORMATION

Scientific name: *Thuja occidentalis*
Pronunciation: THOO-yuh ock-sih-den-TAY-liss
Common name(s): White-Cedar, Arborvitae, Northern White-Cedar
Family: *Cupressaceae*
USDA hardiness zones: 2 through 7 (Fig. 2)
Origin: native to North America
Uses: hedge; recommended for buffer strips around parking lots or for median strip plantings in the highway; reclamation plant; screen; specimen; no proven urban tolerance
Availability: somewhat available, may have to go out of the region to find the tree

DESCRIPTION

Height: 25 to 40 feet
Spread: 10 to 12 feet
Crown uniformity: symmetrical canopy with a regular (or smooth) outline, and individuals have more or less identical crown forms

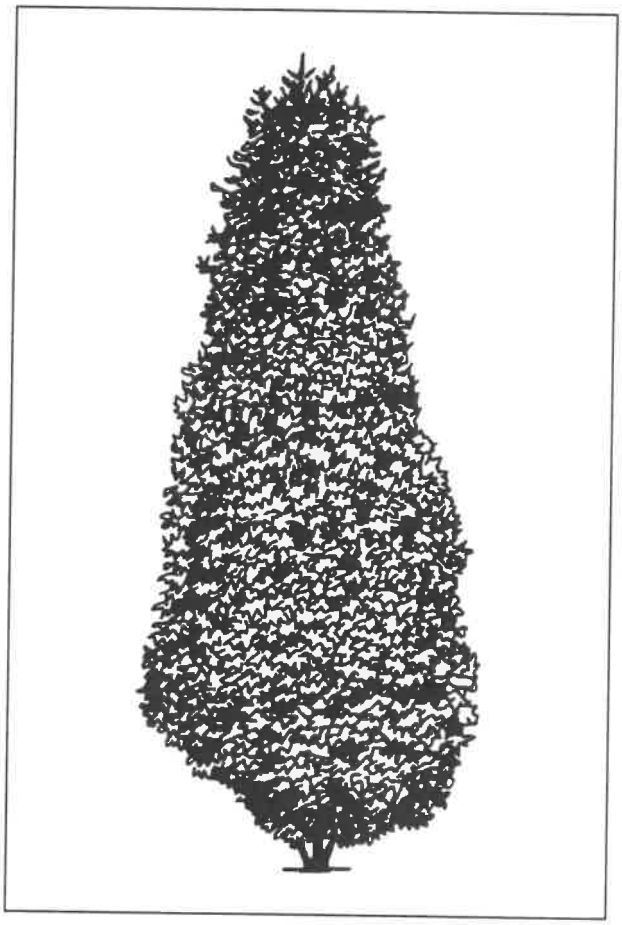


Figure 1. Middle-aged White-Cedar.

Crown shape: pyramidal
Crown density: dense
Growth rate: slow
Texture: fine

1. This document is adapted from Fact Sheet ST-629, a series of the Environmental Horticulture Department, Florida Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida. Publication date: October 1994.
2. Edward F. Gilman, associate professor, Environmental Horticulture Department; Dennis G. Watson, associate professor, Agricultural Engineering Department, Cooperative Extension Service, Institute of Food and Agricultural Sciences, University of Florida, Gainesville FL 32611.

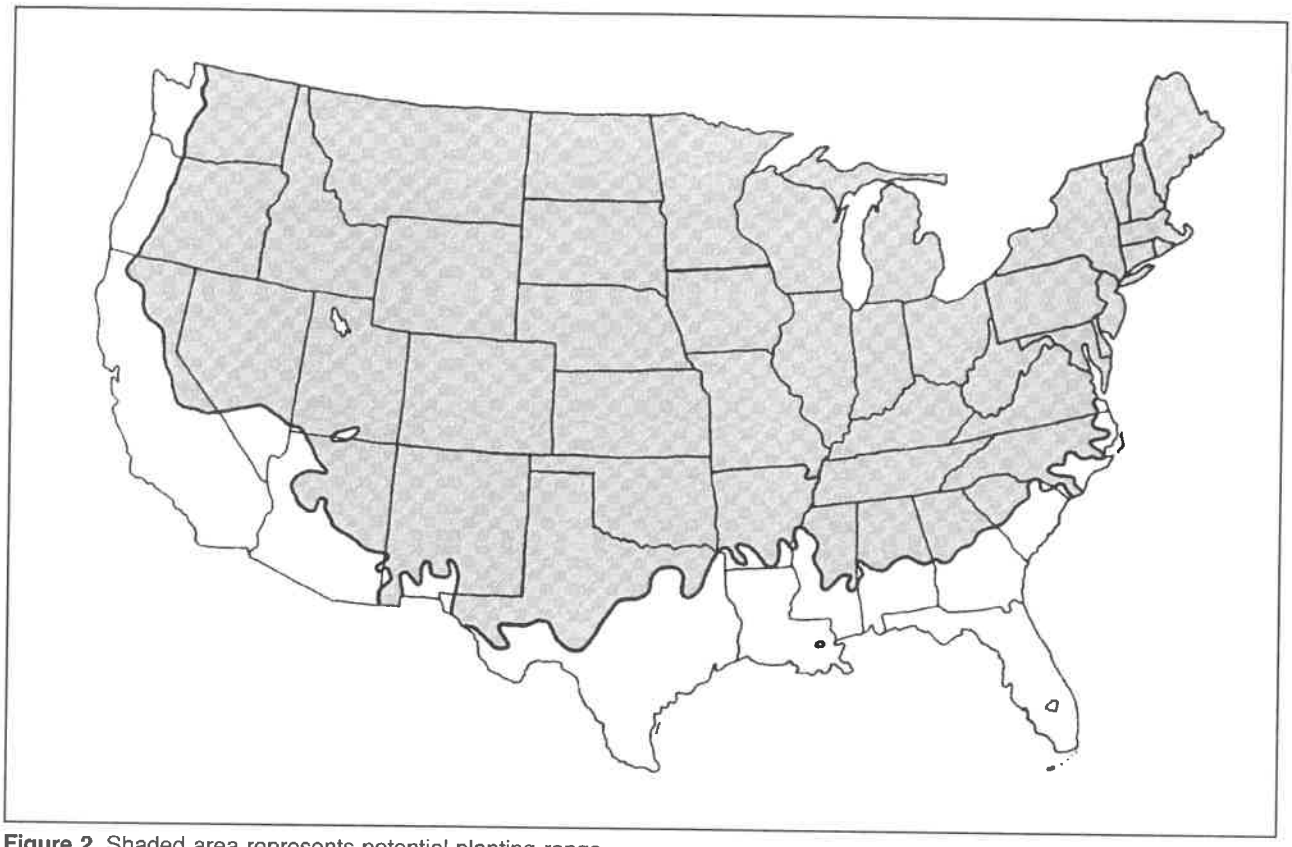


Figure 2. Shaded area represents potential planting range.

Foliage

Leaf arrangement: alternate (Fig. 3)
Leaf type: simple
Leaf margin: entire
Leaf shape: scale-like
Leaf venation: none, or difficult to see
Leaf type and persistence: evergreen; fragrant
Leaf blade length: less than 2 inches
Leaf color: green
Fall color: no fall color change
Fall characteristic: not showy

Flower

Flower color: yellow
Flower characteristics: inconspicuous and not showy; spring flowering

Fruit

Fruit shape: oval
Fruit length: < .5 inch
Fruit covering: dry or hard
Fruit color: brown
Fruit characteristics: does not attract wildlife; inconspicuous and not showy; no significant litter problem; persistent on the tree

Trunk and Branches

Trunk/bark/branches: grow mostly upright and will not droop; not particularly showy; should be grown with a single leader; no thorns
Pruning requirement: needs little pruning to develop a strong structure
Breakage: resistant
Current year twig color: brown; green
Current year twig thickness: thin
Wood specific gravity: 0.31

Culture

Light requirement: tree grows in part shade/part sun; tree grows in full sun
Soil tolerances: clay; loam; sand; slightly alkaline; acidic; extended flooding; well-drained
Drought tolerance: moderate
Aerosol salt tolerance: low
Soil salt tolerance: moderate

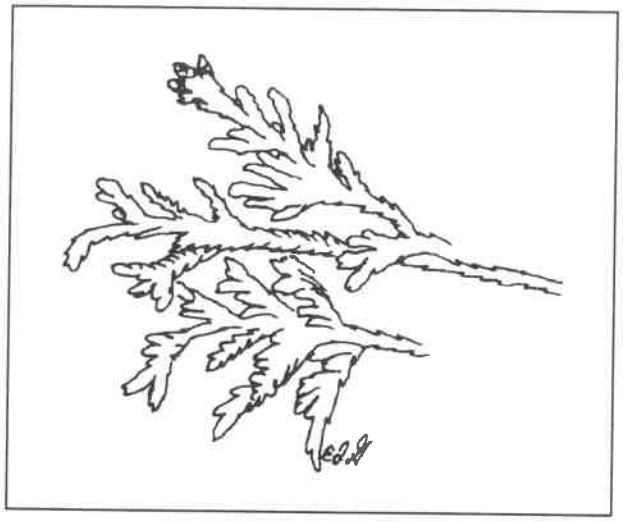


Figure 3. Foliage of White-Cedar.

Other

Roots: surface roots are usually not a problem
Winter interest: no special winter interest
Outstanding tree: not particularly outstanding
Invasive potential: little, if any, potential at this time
Ozone sensitivity: tolerant
Verticillium wilt susceptibility: not known to be susceptible
Pest resistance: very sensitive to one or more pests or diseases which can affect tree health or aesthetics

USE AND MANAGEMENT

Best used as a screen or hedge planted on 8 to 10-foot-centers. There are better specimen plants but it can be placed at the corner of a building or other area to soften a view. Many of the natural stands in the United States have been cut. Some remain in isolated areas along rivers throughout the East.

White-Cedar has given rise to many cultivars, many of which are shrubs. Cultivars include: 'Booth Globe' - low, rounded with a flat top; 'Compacta' - dense and compact; 'Compacta Erecta' - semi-dwarf, pyramidal; 'Douglasi Pyramidalis' - dense, columnar; 'Emerald Green' - good winter color; 'Ericoides' - dwarf, brownish foliage in winter; 'Fastigiata' - narrow, columnar; 'Globosa' - dense, rounded; 'Hetz Junior' - dwarf, wider than it is tall; 'Hetz Midget' - slow grower, quite dwarf, rounded; 'Hovey' - low and rounded; 'Little Champion' - globe shaped; 'Lutea' - yellow foliage; 'Nigra' - dark green foliage in winter, pyramidal; 'Pumila' (Little Gem) - rounded, dwarf; 'Pyramidalis' - narrow pyramidal form; 'Rheingold' - rounded form with yellow to bronze new growth; 'Rosenthalli' - dense, pyramidal; 'Techny' - pyramidal, dark green, hardy; 'Umbraculifera' - flat topped; 'Wareana' - low and dense, pyramidal; 'Woodwardii' - rounded and spreading.

Pests

Arborvitae leaf miner mines out the leaf tips, causing them to turn brown. Translucent areas are seen where the miner has been active.

Scales of several types infest the stems and foliage. Sprays of horticultural oil control overwintering stages.

Mites cause yellowing and speckling of the foliage. The mites are seldom noticed because they are so small.

Bagworms can devour large quantities of foliage very quickly.

Diseases

Leaf blight causes brown spots on the leaves in late spring. The affected foliage appears scorched, then drops.

Date: September 6, 2025
Project: Atlantic Lofts
Owner: Atlantic Avenue Holdings, LLC
Developer: Blackacre Management, LLC
Address: 1441 East Maple Road, Troy, Michigan
Subject: SDP Lighting Plan

I. Overview

This lighting plan provides the narrative and supporting documentation required for the City of Troy's Sustainable Design Program (SDP). The project will utilize RAB ALED3T78 LED Area Lights (or equivalent full-cutoff luminaires) mounted on site poles throughout the parking areas and drive aisles. The attached manufacturer specification sheet from RAB Lighting demonstrates compliance with all applicable lighting prerequisites, including dark-sky performance, energy efficiency, and light-pollution reduction.

II. Compliance with SDP Light-Pollution Requirements

1. **Automatic Curfew Dimming (11:00 PM – 5:00 AM)**
   All non-emergency exterior lighting will automatically reduce output by 50% between 11:00 PM and 5:00 AM, satisfying the City's light-pollution curfew requirement. Dimming will be achieved through 0–10V dimmable LED drivers integrated within each fixture, controlled by astronomical time clocks. Emergency and egress lighting will remain at code-required illumination levels at all times.

2. **Full Cutoff / No Uplight**
   The selected RAB ALED3T78 fixture is specifically listed by the manufacturer as a "Full Cutoff, Fully Shielded Luminaire" with a BUG rating of B1 U0 G2 per IES TM-15 standards. This confirms zero uplight (U0) and minimal glare, fully satisfying dark-sky and light-trespass criteria.[1]

3. **Light Quality & Color Temperature**
   Fixtures will utilize 3000–3500 K correlated color temperature (CCT) LED chips to minimize sky glow while maintaining visual clarity and comfort. All fixtures have a Color Rendering Index (CRI) ≥ 70, ensuring accurate color rendition and safety in pedestrian areas.

4. **Photometric Targets**
   Photometric analysis (attached) will demonstrate maintained illuminance levels consistent with IES RP-8 recommendations:

   - **Parking Areas:** Avg 1.0 fc, Min 0.2 fc, Uniformity ≤ 4:1
   - **Drive Aisles:** Avg 0.5–0.8 fc, Uniformity ≤ 6:1
   - **Walkways / Entries:** Avg 1.0–2.0 fc
   - **Property Lines:** Max vertical illuminance ≤ 0.5 fc (adjacent residential), ≤ 1.0 fc

5. **Fixture Performance and Durability**

   - **Model:** RAB ALED3T78 / Type III distribution
   - **Input Power:** 78 W
   - **Lumens:** 9,862 lm
   - **Efficacy:** ~126 lm/W
   - **BUG Rating:** B1 U0 G2
   - **Dimming:** 0–10 V continuous
   - **Operating Temp:** -40°C to +40°C
   - **IP Rating:** Suitable for wet locations
   - **Lumen Maintenance:** L70 > 100,000 hours
   - **Certifications:** DLC Listed, UL Listed, IDA Dark Sky Approved

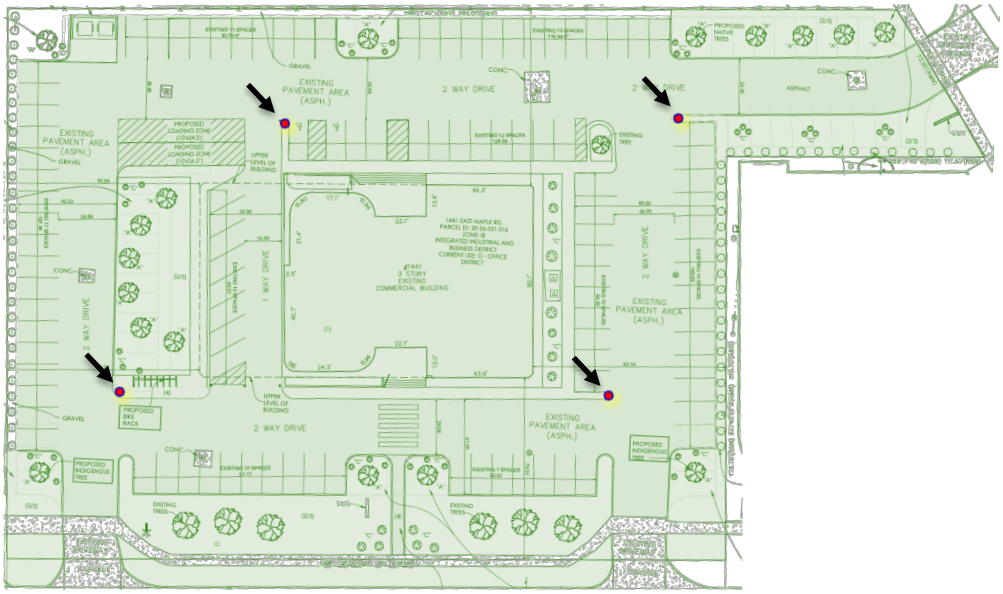
[1] See attached RAB Lighting Spec Sheet, ALED3T78

These specifications verify that the fixture meets or exceeds the required energy efficiency, longevity, and environmental performance standards.

6. **Mounting & Optics**

   Fixtures will be mounted on existing (or renewed) 18-25 ft poles, reduced to 15 ft along perimeters to further control glare and spill. Type III optics will direct illumination toward interior site areas while maintaining dark-sky compliance. Optional house-side shields will be applied to fixtures near property lines.

7. **Controls & Operation Sequence**[2]
   - Dusk to 11 PM: Fixtures at 100% output.
   - 11 PM to 5 AM: Fixtures dim to 50% baseline, returning to 100% upon motion detection or scheduled override.
   - 5 AM to Dawn: Return to 100% for morning operations.



III. Supporting Documentation

1. **RAB Lighting ALED3T78 Specification Sheet** (attached)
   Demonstrates full-cutoff, zero uplight (U0), and 0–10V dimming capability.

2. **Photometric Plan** (attached)
   Illustrates compliance with City and IES standards under both normal and curfew conditions.

3. **Fixture Schedule** (attached)
   Lists model number, BUG rating, optics, wattage, CCT, mounting height, and control type.

IV. Conclusion

The proposed lighting system, utilizing RAB ALED3T78 full-cutoff LED area lights, satisfies the City of Troy's Sustainable Design Program prerequisites for Light Pollution Reduction and Energy Efficiency. The design ensures safety, compliance, and environmental stewardship while maintaining an attractive and well-controlled nighttime environment.

[2] Astronomical time switch automatically adjusts for daylight saving time.

ALED3178



Specification grade area lights available with IES Type III distribution. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze Weight: 30.4 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	78W
120V:	0.66A	Color Temp:	5100K
208V:	0.41A	Color Accuracy:	67 CRI
240V:	0.35A	L70 Lifespan:	100000
277V:	0.30A	Lumens:	6,911
Input Watts:	78W	Efficacy:	88 LPW
Efficiency:	99%		

Technical Specifications

Optical

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

BUG Rating:

B1 U0 G2

Replacement:

Replacess 250W Metal Halide.

Construction

IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Ambient Temperature:

Suitable for use in 40°C ambient temperatures.

Cold Weather Starting:

The minimum starting temperature is -40°C/-40°F

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Effective Projected Area:

EPA = 0.75

Housing:

Die cast aluminum housing, lens frame and mounting arm.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

LED Characteristics

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2015.

Electrical

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.3% at 120V, 13.3% at 277V

Surge Protection:

4kV

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Listings

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

UL Listing:

Suitable for wet locations as a downlight.

Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

Technical Specifications (continued)

Listings

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.
DLC Product Code: P0000179S

Other

California Title 24:

See ALED3T78/D10, ALED3T78/BL, ALED3T78/PCS, ALED3T78/PCS2, or ALED3T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

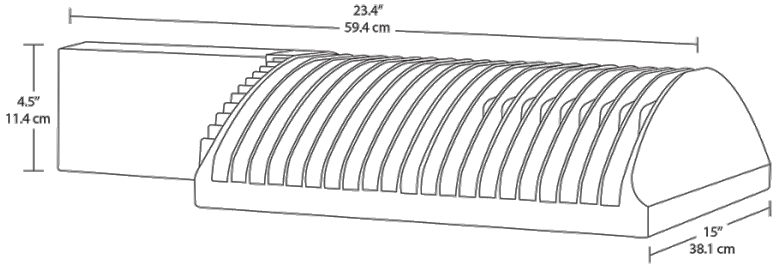
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

Dimensions



Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type III distribution
- 5-year warranty

Ordering Matrix

Family	Distribution	Watts	Mount	Color Temp	Finish	Voltage	Photocell	Dimming	Bi-Level
ALED									
	2T = Type II **3T** = Type III **4T** = Type IV	**360** = 360W **260** = 260W **150** = 150W **125** = 125W **105** = 105W **78** = 78W	**Blank** = Arm **SF** = Slipfitter	**Blank** = 5000K (Cool) **Y** = 3000K (Warm) **N** = 4000K (Neutral)	**Blank** = Bronze **W** = White **RG** = Gray	**Blank** = 120-277V **/480** = 480V (Only 360W & 260W)	**Blank** = No Photocell **/PC** = 120V Button **/PC2** = 277V Button **/PCS** = 120V Swivel **/PCS2** = 277V Swivel **/PCT** = 120-277V Twistlock **/PCS4** = 480V Swivel **/PCT4** = 480V Twistlock	**Blank** = No Dimming **/D10** = Dimmable	**Blank** = No Bi-Level **/BL** = Bi-Level

Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

ALED3T78



Specification grade area lights available with IES Type III distribution. For use for roadway, general parking and other area lighting applications where a larger pool of lighting is required. Patent pending thermal management system. 5 Year Warranty.

Color: Bronze Weight: 30.4 lbs

Project:	Type:
Prepared By:	Date:

Driver Info		LED Info	
Type:	Constant Current	Watts:	78W
120V:	0.66A	Color Temp:	5100K
208V:	0.41A	Color Accuracy:	67 CRI
240V:	0.35A	L70 Lifespan:	100000
277V:	0.30A	Lumens:	6,911
Input Watts:	78W	Efficacy:	88 LPW
Efficiency:	99%		

Technical Specifications

Optical

Lifespan:

100,000-hour LED lifespan based on IES LM-80 results and TM-21 calculations.

BUG Rating:

B1 U0 G2

Replacement:

Replacess 250W Metal Halide.

Construction

IES Classification:

The Type III distribution is ideal for roadway, general parking and other area lighting applications where a larger pool of lighting is required. It is intended to be located near the side of the area, allowing the light to project outward and fill the area.

IP Rating:

Ingress Protection rating of IP66 for dust and water

Ambient Temperature:

Suitable for use in 40°C ambient temperatures.

Cold Weather Starting:

The minimum starting temperature is -40°C/-40°F

Thermal Management:

Superior heat sinking with external Air-Flow fins.

Effective Projected Area:

EPA = 0.75

Housing:

Die cast aluminum housing, lens frame and mounting arm.

Reflector:

Specular vacuum-metallized polycarbonate

Gaskets:

High temperature silicone gaskets.

Finish:

Our environmentally friendly polyester powder coatings are formulated for high-durability and long-lasting color, and contains no VOC or toxic heavy metals.

Green Technology:

Mercury and UV free. RoHS compliant components. Polyester powder coat finish formulated without the use of VOC or toxic heavy metals.

For use on LEED Buildings:

IDA Dark Sky Approval means that this fixture can be used to achieve LEED Credits for Light Pollution Reduction.

LED Characteristics

LEDs:

Six (6) multi-chip, 13W, high-output, long-life LEDs.

Color Consistency:

3-step MacAdam Ellipse binning to achieve consistent fixture-to-fixture color.

Color Stability:

LED color temperature is warrantied to shift no more than 200K in CCT over a 5 year period.

Color Uniformity:

RAB's range of CCT (Correlated Color Temperature) follows the guidelines of the American National Standard for Specifications for the Chromaticity of Solid State Lighting (SSL) Products, ANSI C78.377-2015.

Electrical

Driver:

Constant Current, Class 2, 2000mA, 100-277V, 50-60Hz, 1.1A, Power Factor 99%

THD:

5.3% at 120V, 13.3% at 277V

Surge Protection:

4kV

Surge Protector:

ALED78 is available with a 6kV surge protector (SP6). SP6 available .

Listings

IESNA LM-79 & IESNA LM-80 Testing:

RAB LED luminaires have been tested by an independent laboratory in accordance with IESNA LM-79 and 80, and have received the Department of Energy "Lighting Facts" label.

Dark Sky Approved:

The International Dark Sky Association has approved this product as a full cutoff, fully shielded luminaire.

UL Listing:

Suitable for wet locations as a downlight.

Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

Technical Specifications (continued)

Listings

DLC Listed:

This product is on the Design Lights Consortium (DLC) Qualified Products List and is eligible for rebates from DLC Member Utilities.
DLC Product Code: P0000179S

Other

California Title 24:

See ALED3T78/D10, ALED3T78/BL, ALED3T78/PCS, ALED3T78/PCS2, or ALED3T78/PCT for a 2013 California Title 24 compliant product. Any additional component requirements will be listed in the Title 24 section under technical specifications on the product page.

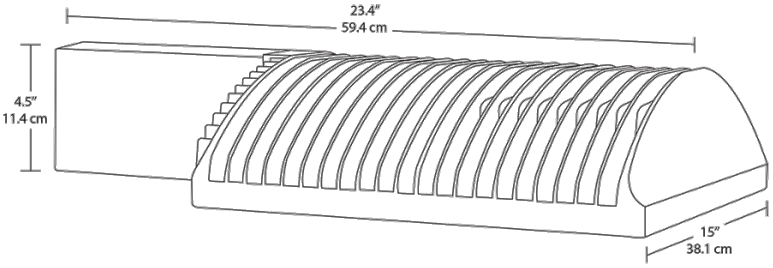
Warranty:

RAB warrants that our LED products will be free from defects in materials and workmanship for a period of five (5) years from the date of delivery to the end user, including coverage of light output, color stability, driver performance and fixture finish.

Patents:

The ALED design is protected by patents in the U.S. Pat. 668,370, Canada Pat. 144956, China ZL201230100154.X, and Mexico Pat. 38423. Pending patents in Taiwan.

Dimensions



Features

- 66% energy cost savings vs. HID
- 100,000-hour LED lifespan
- Type III distribution
- 5-year warranty

Ordering Matrix

Family	Distribution	Watts	Mount	Color Temp	Finish	Voltage	Photocell	Dimming	Bi-Level
ALED									
	2T = Type II **3T** = Type III **4T** = Type IV	**360** = 360W **260** = 260W **150** = 150W **125** = 125W **105** = 105W **78** = 78W	**Blank** = Arm **SF** = Slipfitter	**Blank** = 5000K (Cool) **Y** = 3000K (Warm) **N** = 4000K (Neutral)	**Blank** = Bronze **W** = White **RG** = Gray	**Blank** = 120-277V **/480** = 480V (Only 360W & 260W)	**Blank** = No Photocell **/PC** = 120V Button **/PC2** = 277V Button **/PCS** = 120V Swivel **/PCS2** = 277V Swivel **/PCT** = 120-277V Twistlock **/PCS4** = 480V Swivel **/PCT4** = 480V Twistlock	**Blank** = No Dimming **/D10** = Dimmable	**Blank** = No Bi-Level **/BL** = Bi-Level

Copyright © 2014 RAB Lighting Inc. All Rights Reserved Note: Specifications are subject to change at any time without notice

CITY OF TROY
OAKLAND COUNTY, MICHIGAN
NOTICE OF PUBLIC HEARING

On, June 29, 2026 at 7:30 p.m., Troy City Council will hold a Public Hearing at Troy City Hall located at 500 West Big Beaver Road, Troy, Michigan for Brownfield Redevelopment Plan #13 for the Bachard Lofts Redevelopment Project Property Troy, Michigan. If you would like information concerning the proposed Brownfield Redevelopment Plan for this property, please contact the City of Troy City Manager's Office at 248.524.3330. The Property Description is described as follows:

88-20-26-351-016

A PARCEL OF LAND LOCATED IN AND BEING PART OF THE SOUTHWEST 1/4 OF SECTION 26, TOWN 2 NORTH, RANGE 11 EAST, CITY OF TROY, OAKLAND COUNTY, MICHIGAN AND BEING MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 26; THENCE SOUTH 88°17'45" EAST 828.81 FEET ALONG THE SOUTH LINE OF SAID SECTION TO THE POINT OF BEGINNING; THENCE NORTH 01°42'15" EAST 279.99 FEET; THENCE SOUTH 88°14'45" EAST 383.08 FEET TO THE POINT ON THE SOUTHWESTERY RIGHT OF WAY LINE OF STEPHENSON HIGHWAY; THENCE ALONG SAID RIGHT OF WAY LINE SOUTH 29°28'00" EAST 73.90 FEET; THENCE NORTH 88°17'45" WEST 111.59 FEET; THENCE SOUTH 01°42'15" WEST 216.76 FEET TO A POINT ON THE AFORESAID SOUTH LINE OF SECTION 26; THENCE ALONG SAID SOUTH LINE NORTH 88°17'45" WEST 309.74 FEET TO THE POINT OF BEGINNING, EXCEPT THE SOUTH 43 FEET TAKEN FOR MAPLE ROAD.

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

_____
M. Aileen Dickson, MMC, MiPMC 3
City Clerk

NOTICE: People with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk by e-mail at clerk@troymi.gov or by calling 248.524.3316 at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.

fishbeck
Engineers | Architects | Scientists | Constructors

1515 Arboretum Drive, SE
Grand Rapids, Michigan 49546

616.575.3824 | fishbeck.com

Memo

TO: City of Troy Brownfield Redevelopment Authority

FROM: Logan Mulholland

DATE: June 4, 2026 **PROJECT NO.:** 2600520

SUBJECT: Bachárd Lofts Redevelopment Project, 1441 East Maple Road, Brownfield Plan Review

A *Brownfield Plan* has been proposed for one parcel of property in the City of Troy (City), addressed as 1441 East Maple Road. The project includes the adaptive reuse of the existing office building, converting the first floor into 2 commercial units, including a mix of office suites and retail space, and the second and third floors into 28 residential loft-style apartments (20 one-bedroom units and 8 two-bedroom units). Existing surface parking will be used by residents, employees, patrons, and visitors. Redevelopment is expected to commence in the spring of 2026. The anticipated construction period is 12 to 15 months and is expected to be completed by the end of 2027.

The Developers' total anticipated investment is $4,145,000. The Brownfield Plan includes $1,145,930 in eligible activities to be reimbursed with School and Local tax increment revenues. School tax capture for demolition and abatement is preapproved up to $250,000 by statute, while all other eligible activities are subject to MSHDA Work Plan approval. A detailed breakdown of eligible activities and costs is provided below:

Eligible Activity	Estimated Cost	School Tax Capture
Building & Site Demolition and Abatement	$250,000	Preapproved by Statute
Qualified Rehabilitation of Existing Structures	$785,930	Subject to MSHDA Work Plan Approval
Brownfield Plan Preparation	$30,000	Subject to MSHDA Work Plan Approval
Work Plan Preparation	$30,000	Subject to MSHDA Work Plan Approval
Plan and Work Plan Implementation	$50,000	Subject to MSHDA Work Plan Approval
Total Eligible Costs	**$1,145,930**	—

The Brownfield Plan for the Bachárd Lofts Redevelopment Project, dated January 9, 2026, includes all the required elements as detailed in Act 381. Fishbeck has verified that the activities proposed are eligible, verified the tax capture and reimbursement schedule, and verified the taxable values and ownership of the parcels.

Based on our review, we believe the Brownfield Plan is in suitable condition for consideration by the Brownfield Redevelopment Authority Board.

If you have any questions or require additional information, please contact me at 269.544.6966 or lmulholland@fishbeck.com.

By email

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.2.a.

Agenda Item:

O.2.a. Star EMS Response Time Report (May, 2026)

ATTACHMENT(S):
20260615 Star EMS Response Time Report (May, 2026)

STAR EMS

"We take care of people – that's what we do"

Star EMS Response Time Report

City of Troy, MI

May 2026

Every day, we're honored to serve the City of Troy and grateful for the trust you place in Star EMS.



Thank You, Troy!

To the residents, businesses, and community partners—thank you for the opportunity to serve you. Your trust drives us to deliver exceptional EMS care with speed, compassion, and excellence every single day.

YOUR TRUST. | OUR PRIVILEGE. | BETTER TOGETHER.

STAR EMS

Service Performance Report (Troy, MI)

May 2026

Executive Summary

During this reporting period, Star EMS responded to 813 requests for service, including 502 emergency responses, and 311 non-emergency responses. Emergency response times averaged 4 minutes 38 seconds, and non-emergency response times averaged 8 minutes, and 1 second, demonstrating strong deployment position and operational readiness. Call processing times reflect efficient dispatch operations and system coordination. There were no reported service failures, and Star EMS maintained consistent, high-quality performance without incident.

Performance Metrics

Emergency Responses	# of Calls	% of Calls	Average Response Time
6:00 minutes or less	379	75.50%	03:38
Greater than 6:00 minutes but less than 7 minutes	55	11.0%	06:26
Greater than 7:00 minutes but less than 8 minutes	36	7.2%	07:26
Greater than 8:00	32	6.4%	10:07
	502		**4:38**

Non-emergency Responses	# of Calls	% of Calls	Average Response Time
15:00 minutes or less	297	95.5%	07:31
Greater than 15:00 minutes	14	4.5%	18:42
	311		**08:01**

All Responses	# of Calls	% of Calls
Total Transports	530	65.2%
Total Not Transported	283	34.8%
Interagency Referrals	0	0.0%
	813	

Average Emergency Call Processing Time	**1:52**
Average Non-emergency Call Processing Time	**2:29**

This report reflects Star EMS commitment to prompt response, operational efficiency, and professional EMS delivery.

Respectfully submitted by Star EMS

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.a.

Agenda Item:

O.3.a. Letter of Appreciation from Sandra Burgess to Department of Public Works-Water and Sewer Division

ATTACHMENT(S):
20260615 Letter of Appreciation from Sandra Burgess to Department of Public Works-Water and Sewer Division

From: Sandra Burgess
Sent: Friday, May 22, 2026 8:40 PM
To: Ethan Baker <Ethan.Baker@troymi.gov>; Theresa Brooks <Theresa.Brooks@troymi.gov>; Hirak Chanda <Hirak.Chanda@troymi.gov>; Rebecca A. Chamberlain-Creangă <RAChamberlain@troymi.gov>; Mark A Gunn <Mark.Gunn@troymi.gov>; David Hamilton <David.Hamilton@troymi.gov>; Annalisa E Bluhm <annalisa.bluhm@troymi.gov>; Public Works Shared <PublicWorksShared@troymi.gov>
Subject: Thank you to Public Works Department

Hello, Mr. Bovensiep, Mr. Mayor and Members of Troy City Council –

I am writing to compliment the city's Public Works Department, specifically staff in the Water and Sewer Division, for taking the initiative to send me a letter a few months ago. It notified me of a trend of increasing water usage during the previous several months that was about to increase my water bill for the first quarter of 2026 dramatically. The letter suggested that I look for possible sources of leakage. I contacted my plumber, who diagnosed and replaced a nonfunctioning shut-off valve in a small bathroom. This week I received a water bill for the second quarter of 2026 that was barely half that of the first quarter. Because the replacement valve was installed mid-quarter, I expect that my third quarter water bill will be even lower. Kudos to your Water and Sewer Division staff and Billing Department for saving me considerable future expenses due to their thoughtful notification. It would have been easy for staff to let my water bill keep rising quarter to quarter. I appreciate living in a city where our government does not take advantage of its residents but instead cares about their welfare and faithfully stewards their tax dollars. Many thanks!

Best wishes –

Sandra Burgess

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.b.

Agenda Item:

O.3.b. Letter of Appreciation from Cathy Killian to Recreation Dept.

ATTACHMENT(S):
20260615 Letter of Appreciation from Cathy Killian to Recreation

From: Cathy Killian
Sent: Tuesday, May 26, 2026 7:50 PM
To: Brian Goul <GoulB@troymi.gov>
Subject: Outdoor Pool

Hello Brian;

The outdoor pool looked amazing. Ihab's team did an outstanding job. I love the new picnic tables out front of the park. I am excited about the new lounge chairs coming later this season. Thank you for getting them.

Have a good day!

Cathy Killian

500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM COVER SHEET

O.3.c.

Agenda Item:

O.3.c. Letter of Appreciation from Julian Jung to City of Troy

ATTACHMENT(S):
20260615 Letter of Appreciation from Julian Jung to City of Troy

From: Julian Jung
Sent: Saturday, May 16, 2026 7:44 PM
To: City Council Email <CityCouncilEmail@troymi.gov>
Subject: Expressing Appreciation: Thank you for keeping Troy beautiful and well-maintained

Dear City Administration Team,

I am writing to you today simply to express my sincere appreciation for the outstanding work you do to maintain our city. My wife and I live in Troy, and we are incredibly grateful to call this community our home.

The quality of services here does not go unnoticed. The parks are always beautifully maintained, and the snow removal during the winter months is consistently prompt and reliable. What we appreciate standard seasonal maintenance; the attention to detail in landscaping during the summer and the festive decorations during the holiday season genuinely stand out and make Troy a beautiful place to live.

To be completely frank, nobody inherently enjoys paying taxes. However, seeing exactly where that money goes makes a significant difference. It is clear that our tax dollars are being thoughtfully and effectively reinvested into the community, and the results speak for themselves.

Thank you to everyone involved—from administration to the public works crews on the ground—for your hard work and dedication to keeping Troy a clean, safe, and vibrant city.

Best regards,

Julian Jung