



TROY CITY COUNCIL

REGULAR MEETING AGENDA

SEPTEMBER 19, 2022

CONVENING AT 7:30 P.M.

**Submitted By
The City Manager**

NOTICE: Persons with disabilities needing accommodations for effective participation in this meeting should contact the City Clerk at (248) 524-3316 or via e-mail at clerk@troymi.gov at least two working days in advance of the meeting. An attempt will be made to make reasonable accommodations.



500 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:

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

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

If you need any further information, staff is always available to provide more information and answer questions that may arise. You can contact me at CityManager@troymi.gov or 248.524.3330 with questions.

Respectfully,

Mark F. Miller,
City Manager



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

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

Signed this 8th day of November, 2021.



Mayor Ethan Baker



Council Member Edna Abraham



Council Member Theresa Brooks



Council Member Rebecca Chamberlain-Creanga



Mayor Pro Tem Ann Erickson Gault



Council Member David Hamilton



Council Member Ellen Hodorek



CITY COUNCIL AGENDA

September 19, 2022 – 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: 1

PLEDGE OF ALLEGIANCE: 1

A. CALL TO ORDER: 1

B. ROLL CALL: 1

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS: 1

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INVOCATION:**PLEDGE OF ALLEGIANCE:****A. CALL TO ORDER:****B. ROLL CALL:**

- a) Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Ann Erickson Gault
David Hamilton
Ellen Hodorek

Excuse Absent Council Members:

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

RESOLVED, That Troy City Council hereby **EXCUSES** the absence of _____ at the City Council Meeting of September 19, 2022, due to _____.

Yes:

No:

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

- C-1** Proclamation Celebrating Cornerstone Community Financial Credit Union for their Partnership with Children's Hospital of Michigan

D. CARRYOVER ITEMS:

- D-1** No Carryover Items

E. PUBLIC HEARINGS:

- E-1** Conditional Rezoning (CRJPLN2022-001) – Proposed Homestead Condominiums, East Side of Livernois, North of Big Beaver (PIN #88-20-22-001-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District)

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

WHEREAS, The City is in receipt of a proposed rezoning request from NN from R-1E (One Family Residential District) to RT (One Family Attached Residential District); and,

WHEREAS, The subject property to be rezoned, located on the east side of Livernois, north of Big Beaver, parcels 88-20-22-301-007, -008, -009, being approximately 9.54 acres in size; and,

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

WHEREAS, One of the conditions voluntarily submitted by the applicant was a site plan for a 30-unit condominium development; and,

WHEREAS, The conditional rezoning was considered by the Planning Commission following a public hearing; and,

WHEREAS, The Planning Commission vote on the motion recommending approval was 7-1; and,

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

WHEREAS, The proposed rezoning meets the Standards for Rezoning Approval listed in Section 16.03.C of the City of Troy Zoning Ordinance; and,

WHEREAS, The proposed site design mitigates potential impacts on adjacent properties;

THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the R-1E District to be conditionally rezoned to RT District Conditional Rezoning Agreement and related attachments.

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

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

Yes:

No:

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

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

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

- Petitioners of items that are included in the pre-printed agenda booklet shall be given a fifteen (15) minute presentation time that may be extended with the majority consent of City Council.
- Any member of the public, not a petitioner of an item, shall be allowed to speak for up to three (3) minutes to address any Public Hearing item.
- Any member of the public, not a petitioner of an item, does not have the right to engage in discussion or debate with City Council during the Public Comment portions of the meeting.
- All members of the public who wish to address the Council at a meeting shall be allowed to speak only if they have signed up to speak within thirty minutes before or within fifteen minutes after the meeting's start time. Signing up to speak requires each speaker provide his or her name. If the speaker is addressing an item(s) that appears on the pre-printed agenda, then the speaker shall also identify each such agenda item number(s) to be addressed.
- City Council may waive the requirements of this section by a consensus of the City Council.
- Agenda items that are related to topics where there is significant public input anticipated should initiate the scheduling of a special meeting for that specific purpose.

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

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

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

H. POSTPONED ITEMS:

H-1 No Postponed Items

I. REGULAR BUSINESS:

I-1 Board and Committee Appointments: a) Mayoral Appointments – Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Appointments – Traffic Committee

a) Mayoral Appointments:

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

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

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Nominations to the Local Development Finance Authority (LDFA):

Term Expires: 6/30/2024

Jim Schmitz

Resident Member

Term currently held by: Vacant– D. Shields–No Reappointment

Yes:

No:

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

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

Volunteer Firefighter Incentive Plan Board

Appointed by **Mayor**/City Council
7 Regular Members
3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:

Term Expires: 4/30/2025

Gina Cetnar

Citizen (Mayor Appt'd)

Term currently held by: Anthony Rosenblum

Yes:

No:

b) City Council Appointments:

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

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

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Nominations to the Traffic Committee:**Term Expires: 1/31/2025****Shama Kenkre**

Term currently held by: Sunil Sivaraman

Yes:

No:

I-2 Board and Committee Nominations: a) Mayoral Nominations – Brownfield Redevelopment Authority, Downtown Development Authority, Global Troy Advisory Committee, Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Historic District Commission, Parks and Recreation Board, Traffic Committee

a) Mayoral Nominations:Suggested Resolution

Resolution #2022-09-

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:

Brownfield Redevelopment Authority

Appointed by Mayor

6 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 2
Beyer	Joseph	10/26/2022	4/30/2024	
Gottlieb	Steven	11/24/2016	4/30/2022	
Kornacki	Rosemary	12/14/2022	4/30/2023	
Noguez-Ortiz	Carolina	12/19/2019	4/30/2023	BRA exp 4/30/2023; GTAC exp 10/30/2022
Sweidan	Rami	4/28/2022	4/30/2023	
Vassallo	Joseph	3/27/2020	4/30/2024	

Nominations to the Brownfield Redevelopment Authority:

Term Expires: 4/30/2025

Term currently held by: Steven Gottlieb

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Chanda	Hirak	12/30/2022	HDC exp 5/15/2024
Garmo	Kathleen	6/17/2024	
Marrero-Laureano	Alexander	10/26/2022	
McGerty	Ryan	9/18/2022	
Rahman	Mahfuzur	9/25/2022	
Swaminathan	Abi	11/22/2023	
Voglesong	Cheryl	1/10/2024	
von Oeyen	Schuyler	7/20/2022	

Downtown Development Authority

Appointed by Mayor
13 Regular Members
4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Baker	Ethan		11/13/2023	At Large	City Council exp. 11/13/23
Blair	Timothy	6/17/2017	9/30/2023	In District	
Garmo	Kathleen	6/17/2024	9/30/2022	In District	
Keisling	Laurence	9/11/2022	9/30/2024	At Large	
Kiriluk	Alan	9/29/2022	9/30/2024	In District	
Knollenberg	Martin	6/28/2021	9/30/2023	In District	
Koza	Kenny	9/18/2019	9/30/2025	In District	
MacLeish	Daniel	6/28/2023	9/30/2025	In District	
Reschke	Ernest	7/5/2024	9/30/2022	At Large	
Schroeder	Douglas	9/10/2020	9/30/2022	At Large	No Reappointment
Stone	David	3/11/2023	9/30/2023	In District	
Tomcsik-Husak	Tara	9/22/2022	3/30/2024	In District	
Vacancy			9/30/2024	In District	Cheryl Bush resigned 9/22/21

Nominations to the Downtown Development Authority:

**Unexpired Term Expiring:
9/30/2024**

Term currently held by: Vacancy-Cheryl Bush resigned 9/22/21

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1	Notes 2
Beyer	Joseph	10/26/2022	In District	
Forster	Jeffrey	3/23/2023	At Large	Personnel Bd exp 4/30/24
Goetz	John	3/4/2023	At Large	
Kornacki	Rosemary	12/14/2022	At Large	Brownfield Redev Auth exp 4/30/23
Schick	Michael	12/22/2022	At Large	
Sekhri	Suneel	11/5/2023	At Large	
Sekhri	Arun	9/24/2022	At Large	
Thattai	Govindrajan	5/20/2024	At Large	Parks & Rec Bd exp 9/30/22
Vassallo	Joseph	3/4/2023	At Large	Brownfield Redev Auth exp 4/30/24
von Oeyen	Schuyler	7/20/2022	At Large	

Global Troy Advisory Committee

Appointed by Mayor
12 Regular Members
3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1
Baker	Ethan			Council Member
Bica-Grodsky	Lisa	9/23/2022	10/30/2023	
Burrus	MiVida	7/15/2018	10/30/2022	
Chezick	Edward		10/30/2022	
Fakhoury	Awni	4/28/2018	10/30/2024	Requests Reappointment
Liu	Allison	10/1/2022	7/31/2022	Student
Mohideen	Syeda	8/24/2020	10/30/2024	Requests Reappointment
Natcheva	Daniela	11/8/2021	10/30/2022	
Noguez-Ortiz	Carolina	12/19/2019	10/30/2022	Brownfield Redev Auth exp 4/30/23
Sekhri	Suneel	12/20/2021	10/30/2024	
Swaminathan	Sharanya		7/31/2022	Student

Vacancy			10/30/2023	Rebecca Chamberlain-Creanga resigned 2/26/20
Vacancy			10/30/2023	Cathleen Francois requested No Reappointment
Zhou	Yudong	10/23/2021	10/30/2022	

Nominations to the Global Troy Advisory Authority:**Term Expires: 7/31/2023****Student**

Term currently held by: Allison Liu

Term Expires: 7/31/2023**Student**

Term currently held by: Sharanya Swaminathan

Term Expires: 10/30/2023

Term currently held by: Vacancy–Rebecca Chamberlain-Creanga resigned 2/26/20

Term Expires: 10/30/2023

Term currently held by: Vacancy – Cathleen Francois - No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cicchini	Philippe	4/13/2023	
Emerson	Rosalyn	7/20/2024	
Faiz	Iqbal	12/4/2022	
MacDonell	Sharon	4/13/2023	
Marrero-Laureano	Alexander	10/26/2022	
McGee	Timothy	3/2/2023	
Rahman	Mahfuzur	9/24/2022	
Swaminathan	Abi	11/22/2023	
Sweidan	Rami	3/2/2023	
Wit	Callie	4/22/2024	

Local Development Finance Authority (LDFA)

Appointed by Mayor
5 Regular Members
Staggered 4 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 2
Bachert	Sandra	11/18/2023	6/30/2023	Resident Member	
Baker	Ethan		11/13/2023	Alternate; City Council	City Council exp. 11/13/23; DDA; GTAC, LDFA
Beltramini	Robin	7/17/2021	6/30/2022	Resident Member	No Reappointment
Hodorek	Ellen		City Council Term	Alternate; City Council	City Council exp 11/10/2025
Starks	Louis			Oakland County Designee	
Vacancy			6/30/2024	Resident Member	David Shield's term exp 6/30/16 - No Reappointment
Vacancy			6/30/2024	Resident Member	John Sharp resigned 11/1/19; Term exp 6/30/20.
Vacancy			6/30/2023	Resident Member	Nickolas Vitale resigned 7/17/21

Nominations to the Local Development Finance Authority (LDFA):**Unexpired Term Expiring: 6/30/2023****Resident Member**

Term currently held by: Vacant – N. Vitale resigned 7/17/21

Term Expires: 6/30/2024**Resident Member**

Term currently held by: Vacant – J. Sharp resigned 11/1/19

Term Expires: 6/30/2026**Resident Member**

Term currently held by: Robin Beltramini – No Reappointment

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Mudaliar	Vinodh Kumar	3/2/2024	
Rahman	Mahfuzur	9/24/2022	
Schick	Michael	12/22/2022	
Vassallo	Joseph	3/4/2023	Brownfield Redev Auth exp 4/30/24

Yes:

No:

b) City Council Nominations:

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

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

Historic District Commission

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Adams	John Howard	3/8/2023	5/15/2024		
Chambers	Barbara	12/5/2021	3/1/2023	HC Recommendation	
Chanda	Hirak	3/22/2023	5/15/2024		
Dicker	Susanne Forbes	8/15/2022	3/1/2023		
McGee	Timothy S	3/23/2020	5/15/2024		
Petrulis	Al	12/16/2021	3/1/2023	ACAB exp 9/30/2024; Traffic Comm. exp 1/31/2023; HDC exp 3/1/2023	
Voigt	W. Kent	11/18/2023	3/1/2022	HC Recommendation	Requests Reappointment

Nominations to the Historic District Commission:**Term Expires: 3/1/2025**

Term currently held by: W. Kent Voigt

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Cicchini	Philippe	4/13/2023	
Emerson	Rosalyn	7/20/2024	
Jennings	Janet	8/12/2022	
MacDonell	Sharon	4/13/2023	

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

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

Current Members:

Last Name	First Name	App Res Expire	Appointment Date	Appointment Expire	Notes 1	Notes 3
Brady	Pamela	4/20/2024	9/9/2019	9/30/2022		Requests Reappointment
Brady	Michael	10/4/2020	10/11/2021	9/30/2024		
Colussi	Casey	8/20/2022	9/21/2020	9/30/2023		
Fulcher	Timothy	5/17/2024	10/11/2021	7/31/2022	Troy School Bd of Education Rep.	
Goul	Brian			12/31/2099		
Martin	Kelly	7/11/2021	9/21/2020	9/30/2023		
Patel	Hitesh	6/8/2024	10/11/2021	9/30/2022		Requests Reappointment
Sahu	Akshitha	9/28/2022	10/11/2021	7/31/2022	Graduates 2023	
Shepherd	John Chuck	7/19/2023	10/11/2021	9/30/2024		
Thattai	Govindrajan	5/20/2024	5/10/2021	9/30/2022		Requests Reappointment

Nominations to the Parks and Recreation Board:**Term Expires: 9/30/2025**

Term currently held by: Pamela Brady

Term Expires: 9/30/2025

Term currently held by: Hitesh Patel

Term Expires: 9/30/2025

Term currently held by: Govindrajan Thattai

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 2
Aggarwal	Deepti	6/10/2023	Student – Graduates 2023
Buechner	Toby	3/22/2023	Charter Rev. Comm. exp 4/30/2024
Cicchini	Philippe	4/13/2023	

Dicker	Susanne Forbes	8/15/2022	Hist. Dist. Comm. exp 3/1/2023
Emerson	Rosalyn	7/20/2024	
Faiz	Iqbal	12/4/2022	
Forster	Jeffrey D.	3/22/2023	Personnel Bd. exp 4/30/2024
Fox	Tyler A.	6/15/2024	
Frederick	Mary M.	4/28/2023	
Gill	Jasper	1/10/2024	
Hack	Kurt	9/14/2022	
Hoef	Paul V.	12/14/2022	Local Dev. Finance Auth. exp 6/30/2023
Kaltsounis	Andrew	12/10/2021	Liquor Adv. Comm exp 1/31/2022
Kenkre	Shama	8/23/2024	
McGee	Timothy	3/2/2023	Hist. Dist. Comm exp 5/15/2024
Mudaliar	Vinodh Kumar	3/2/2024	
Shah	Aanya	11/30/2023	Student – Graduates 2024
Snyder	Margaret	9/28/2023	
Voglesong	Cheryl	1/10/2024	
von Oeyen	Schuyler	7/20/2022	

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Current Members:

Last Name	First Name	App Res Expire	Appointment Expire	Notes 1	Notes 3
Huotari	William		Ex-Officio Member		
Kilmer	Richard	1/9/2019	1/31/2023		
Koralewski	Tyler	11/12/2023	7/31/2022	Student – Graduates 2022	
Nastasi	Frank		Ex-Officio Member		
Nurak	Cindy	1/16/2021	1/31/2025		
Petrulis	Al	12/16/2021	1/31/2023		
Hullinger	Peter		Ex-Officio Member		
Sivaraman	Sunil	12/22/2020	1/31/2022		Requests Reappointment
Swaminathan	Abi	3/6/2022	1/31/2024		

Wilsher	Cynthia	1/18/2020	1/31/2024		
Ziegenfelder	Peter	12/4/2021	1/31/2023		

Nominations to the Traffic Committee:**Term Expires: 7/31/2023****Student**

Term currently held by: Tyler Koralewski

Interested Applicants:

Last Name	First Name	App Resume Expire	Notes 1
Abdullah	Nehar	2/3/2023	
Aggarwal	Deepti	6/10/2023	Student – Graduates 2023
Chanda	Hirak	12/30/2022	Hist. Dist. Comm. exp 5/15/2024
Eisenbacher	David	4/6/2024	
Gill	Jasper	1/10/2024	
Kenkre	Shama	8/23/2024	
MacDonell	Sharon	4/13/2023	
Rose	Justin	11/5/2023	
Sahu	Akshitha	9/28/2022	Student - Graduates 2023
Shah	Aanya	11/30/2023	Student - Graduates 2024

Yes:

No:

I-3 No Closed Session Requested**I-4 Budget Amendment and Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative – Troy Public Library Loading Dock Reconstruction
(Introduced by: Phillip Kwik, Assistant Library Director)****Suggested Resolution**

Resolution #2022-09-

Moved by

Seconded by

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI*, for the Troy Public Library Loading Dock Reconstruction for an estimated amount of \$43,900 and a contingency amount of \$4,100, for a total project cost of \$48,000 per the Oakland County Cooperative Purchasing Contract #005106.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$23,000 to the Library Capital Project Fund 401.790.7975.900.

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

Yes:

No:

J. CONSENT AGENDA:

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

Suggested Resolution

Resolution #2022-09-

Moved by

Seconded by

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

Yes:

No:

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

J-2 Approval of City Council Minutes

Suggested Resolution

Resolution #2022-09-

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

- a) Special City Council Minutes-Draft – September 12, 2022
- b) City Council Minutes-Draft – September 12, 2022

J-3 Proposed City of Troy Proclamations:

Suggested Resolution

Resolution #2022-09-

- a) Proclamation Celebrating the Michigan Youth Volunteering Alliance

J-4 Standard Purchasing Resolutions:

- a) **Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Community Center Preschool Play Structure Replacement**

Suggested Resolution
Resolution #2022-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *We Build Fun of Allen, TX* for the Community Center Preschool Play Structure Replacement for an estimated cost of \$134,146 as detailed in the attached quote and per the Sourcwell Cooperative Purchasing Contract #010521-LTS-3 with a 10% contingency; not to exceed budgetary limitations.

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

b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Holiday Lights

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract for one-year requirements for Holiday Lights, Proposals A, B, C, D and E as specified, with an option to renew for two (2) additional years to the low bidder meeting specifications, *Landscape Services, Inc. of Clinton Twp., MI*, for an estimated cost for installation and removal of \$29,925 and replacement materials at unit prices contained in the bid tabulation opened September 1, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire April 30, 2025.

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

c) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2022 Street Tree Planting

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council hereby **AWARDS** a contract to provide and install on an as-needed basis ball and burlap or container grown trees to the low bidder meeting specifications, *Marine City Nursery Company of Marine City, MI*, at unit prices contained in the bid tabulation opened September 1, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting; not to exceed budgetary limitations; contract to expire June 30, 2023.

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.

d) Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fuel Island Renovations – Department of Public Works and City Hall, and Standard Purchasing

Resolution 5: Approval to Expend Budgeted Funds – Fuel Island Renovations – Construction ManagementSuggested Resolution

Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** a contract for the Fuel Island Renovations at the Department of Public Works and City Hall locations to the low bidder meeting specifications; *Phoenix Environmental, Inc of Plymouth, MI*, at unit prices contained in the bid tabulation opened September 1, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, for an estimated cost of \$1,759,374.00 and a 10% contingency amount of \$195,438, for an estimated total cost of \$1,954,812.00;

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted capital funds to *OHM Advisors of Livonia, MI*, for Construction Phase Services for the fuel island renovations at the Department of Public Works and City Hall locations for an estimated total cost of \$195,000, not to exceed budgetary limitations;

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

e) Contract Amendment and Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative – Next Generation 911 Equipment and Services Upgrade, Troy Police Department

Suggested Resolution

Resolution #2022-09-

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** the amended contract with *Motorola Solutions, Inc of Birmingham, AL*, for the purchase of the Next Generation 911 Equipment and Services upgrade in conjunction with Oakland County as per the Oakland County Cooperative Contract #004698, for an estimated total amount of \$97,866.00.

BE IT FURTHER RESOLVED, That Troy City Council **AUTHORIZES** the Troy Chief of Police to execute the contract for the purchase of NG9-1-1 Equipment and Services on behalf of the City of Troy; a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

J-5 Private Agreement – Contract for Installation of Municipal Improvements, Casca Village of Troy Site Condominium Development, Project No. 15.926.3

Suggested Resolution

Resolution #2022-09-

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and CV Development, LLC, for the installation of water main, sanitary sewer, storm sewer, concrete pavement, and concrete 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 Request for Acceptance of a Warranty Deed and Five Permanent Easements, Casca Village of Troy Site Condominium, Sidwell #88-20-04-100-085 and -086

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council **ACCEPTS** a warranty deed for right-of-way and five permanent easements for public utilities, emergency ingress and egress, sanitary sewers and sidewalk, storm sewers and surface drainage, and water mains from CV Development, LLC, owner of the properties having Sidwell #88-20-04-100-085 & 086, and

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

J-7 Request for Acceptance of a Permanent Easement, Motor City Church International, Sidwell #88-20-22-101-034

Suggested Resolution
Resolution #2022-09-

RESOLVED, That Troy City Council **ACCEPTS** a permanent easement for water mains from Motor City Church International, owners of the property identified with Sidwell #88-20-22-101-034.

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

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:

K-1 Announcement of Public Hearings: None Submitted

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

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

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

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

O. REPORTS:

O-1 Minutes – Boards and Committees:

- a) Planning Commission-Final – August 9, 2022
- b) Planning Commission-Final – August 23, 2022

O-2 Department Reports:

- a) Troy Public Library Youth Area Renovation Update

O-3 Letters of Appreciation: None Submitted

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,



Mark F. Miller
City Manager

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

October 3, 2022 Future Budget Planning
November 19, 2022 City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

October 3, 2022 Regular Meeting
October 24, 2022 Regular Meeting
November 14, 2022 Regular Meeting
November 21, 2022 Regular Meeting
December 5, 2022 Regular Meeting
December 12, 2022 Regular Meeting

**PROCLAMATION CELEBRATING
CORNERSTONE COMMUNITY FINANCIAL CREDIT UNION
FOR THEIR PARTNERSHIP WITH CHILDREN'S HOSPITAL OF MICHIGAN**

WHEREAS, Cancer claims the lives of more children than all other childhood diseases combined. Worldwide, a child is diagnosed with cancer every three minutes; and

WHEREAS, **Cornerstone Community Financial Credit Union (CCFCU)** began partnering with Children's Hospital of Michigan (CMH) for Pediatric Cancer Awareness Month in 2016. Each September, the **CCFCU Team** connects with the team at CHM to evaluate their needs and to see how they can help. In the past three years, **CCFCU** has also included Toledo's ProMedica Children's Hospital since they have two branches in northern Ohio; and

WHEREAS, Teddy bear drives started in 2016 and they collected and donated approximately 6,000 bears and \$10,000 to pediatric cancer research over the next three years. In 2019, they started "**Cruisin' for a Cause**," because the hospital was part of a pilot program allowing kids to drive themselves into surgery or use ride-on cars to transfer rooms. **CCFCU** donated a total of 21 remote control ride-on cars (one has the Troy Fire Department patches and one has the Troy Police Department patches), split between CHM, the CHM Rehab Center and the Toledo Children's Hospital, plus \$6000; and

WHEREAS, In 2020, the **CCFCU Team** decided to "**Build Hope**" and collect 500 brand new Lego sets for the hospitals. Legos are easy to disinfect and children use them to build, imagine, dream, and play. The team along with their community members donated 800 brand new Lego sets to the hospitals; and

WHEREAS, "**Creating Courage**" was the 2021 program. The **CCFCU Team** collected and donated 1,000 creative items like crayons, craft kits, creative toys, journals, coloring books and more to the hospitals. September 2022, the goal of "**Squish Out Cancer**" is to collect and donate 1,000 Squishmallows, 500 to each hospital; and

WHEREAS, The community and **CCFCU** members have come together since 2016 and are always so generous during the drives for the hospitals. **CCFCU** matches each donation, so one donation always becomes two. The Team members have fun each year coming up with creative ways to fill the toy closets at the hospitals and bring awareness to pediatric cancer;

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and sincerely thank the **Cornerstone Community Financial Credit Union Team** for partnering with Children's Hospital of Michigan (CMH) for Pediatric Cancer Awareness Month since 2016; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize, celebrate, and also support the generosity and dedication of **the Cornerstone Community Financial Credit Union Team Members**, true heroes in our Troy community and beyond.

Presented this 19th Day of September 2022



500 West Big Beaver
Troy, MI 48084
troymi.gov

E-01

CITY COUNCIL AGENDA ITEM

Date: September 14, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director

Subject: PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

The applicant Tableau by Mondrian seeks a conditional rezoning of the subject parcel from R-1E (One Family Residential Zoning District) to RT (One Family Attached Zoning District). The applicant provided a complete Preliminary Site Plan application as a condition of approval, along with other conditions listed in the application.

The subject site is 9.54 acres in area. The applicant proposes a total of 30 units within 6 buildings. The application indicates the homes are geared toward residents 50 years of age and older. Houses range in size from 1,317 square feet to 1,840 square feet.

The applicant has voluntarily included the site plan as a condition of approval. The development will conform to all RT zoning district requirements including maximum height of 2 stories/30 feet.

The Planning Commission considered the conditional rezoning application at a public hearing on July 26, 2022. The Planning Commission recommended approval of the application by a 7-1 vote.

The applicant has revised the Preliminary Site Plan that was reviewed by the Planning Commission as follows:

1. The proposed 6-foot wide gravel path has been upgraded to an 8-foot wide asphalt path.
2. The sidewalk on the north side of the proposed road has been upgraded to an 8-foot wide asphalt path to connect to the City path system.
3. The proposed 8-foot wide asphalt path route has been changed to go around the pergola.
4. An easement has been provided to the City of Troy through the wetlands on the northeast portion of the property.

A City Council public hearing has been scheduled for September 19, 2022.

Legal Review

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



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

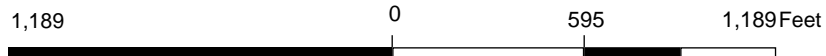
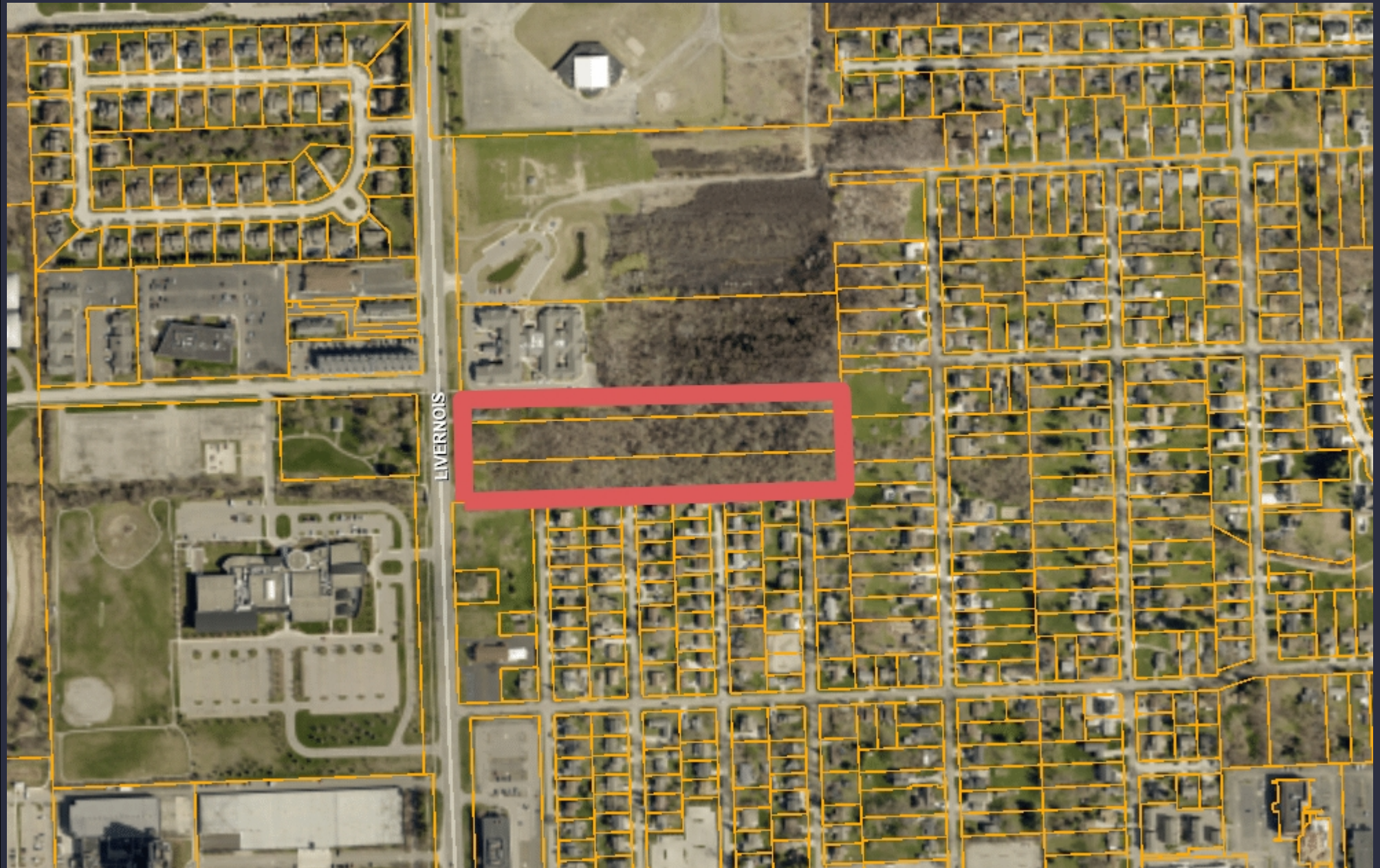
Attachments:

1. Maps.
2. Preliminary Site Plan application.
3. Minutes from July 26, 2022 Planning Commission Regular meeting.
4. Agenda packet from July 26, 2022 Planning Commission Regular meeting.
5. Public comment.
6. Conditional Rezoning Agreement.
7. Ordinance to Amend Chapter 39.

RBS, G:\CONDITIONAL REZONING\JPCR2022-001 HOMESTEAD\20220919 CC Memo Public Hearing Homestead Conditional Rezoning.docx



GIS Online



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.



1,189 0 595 1,189 Feet



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

MONDRIAN

PROPERTIES

PRESENTS



Tableau
by MONDRIAN



SECTION 1: ABOUT MONDRIAN PROPERTIES AND ITS NEW MULTI-FAMILY DIVISION

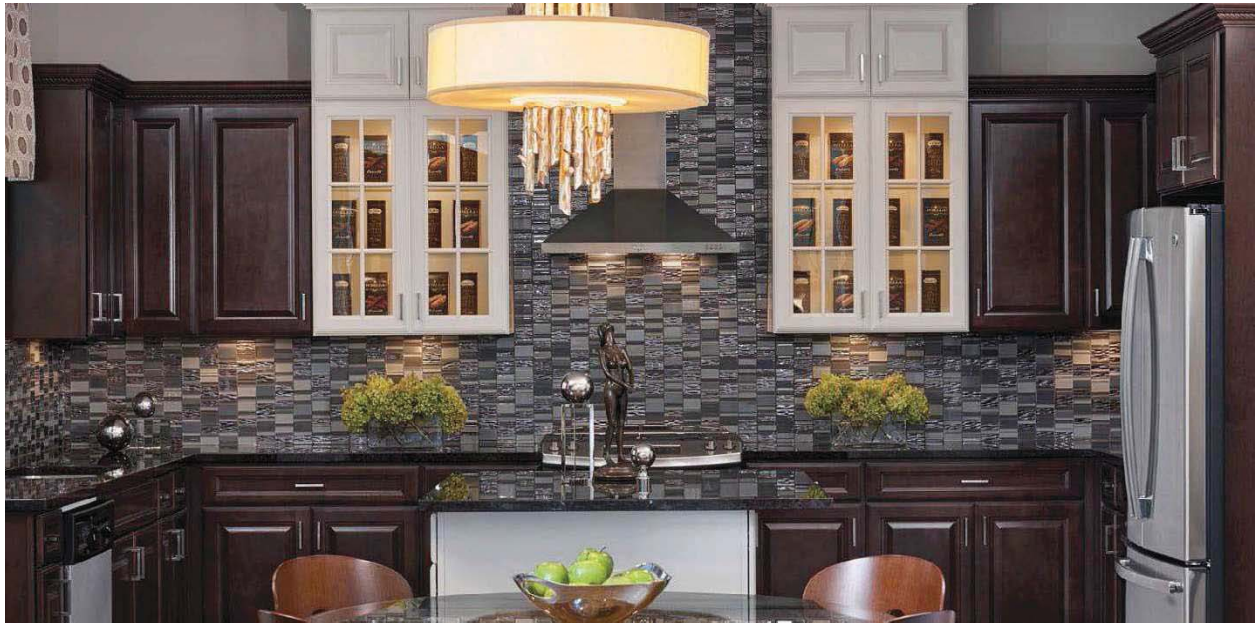
Mondrian's Background

At Mondrian Properties, we pride ourselves on developing, designing and constructing premier homes and communities for our highly valued customers. In our three-decade history, we have developed more than 40 communities in Southeastern Michigan, continually winning awards for architectural design quality.



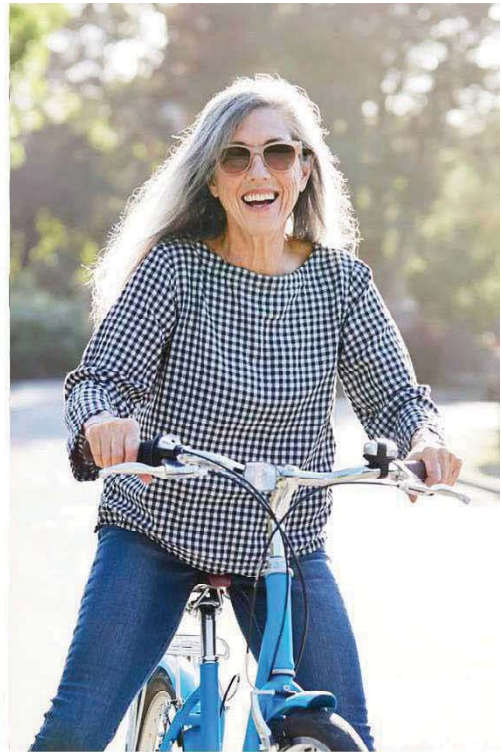
The Mondrian Mission

Our goal is to be recognized as a national leader in the area of customer-focused residential construction. Our best-in-class, well-coordinated and consummately professional team helps to realize this goal every day. It is our unrelenting dedication to achieving this goal, in combination with our commitment to integrity, that allows us to provide our clients with their dream homes.



The Mondrian Lifestyle

Our architectural team creates classic designs that our construction team realizes into quality homes that exude timeless sophistication and luxurious detail. Our clients experience the next level – of convenience, of service and of quality. We take great pride in the communities we build. When you purchase a Mondrian home, you acquire so much more than a place to live; you acquire a lifestyle filled with attainable luxury.



Mondrian's Expansion into Multi-family Housing

Our team has carefully considered the guidance and insight it has understood from the City of Troy, with regard to new choices for home-shoppers in the area. And, since there is strong demand in the marketplace for different types of multi-family, for-lease, as well as for-purchase residential home types, Mondrian Properties, through its newly created subsidiary, **Tableau by Mondrian**, has decided to pursue constructing these kinds of options for the community. Also, new construction is highly popular, as compared to older construction units. Whether future communities offer 50+ or general market residences for lease, or 50+ or general market condos, Mondrian's new multi-family unit can supply any of them. Mondrian's new multi-family brand, **Tableau by Mondrian**, will offer home-shoppers the elegance for which Mondrian is known, while delivering new residences that are clearly something new and exciting – communities that would offer aspirational lifestyles to a variety of audiences – places where they could really envision themselves being fulfilled. Mondrian Properties will remain separate, but since there is a good amount of brand equity in the Mondrian name, this new brand has can leverage it as a foundation from which to drive credibility, legitimacy and familiarity in the eyes of the target audience – whichever demographic that audience may represent.



SECTION 2: PROJECT NARRATIVE LETTER

HOMESTEAD

*A Proposed Single Family Attached, For-Lease Condominium Neighborhood
In the City of Troy, Michigan*

Project Applicant / Developer:

Tableau by Mondrian
50215 Schoenherr Road
Shelby Township, MI 48315
Attn: Joseph Maniaci
586-726-7350
jmaniaci@mondrianproperties.com

Development Team Consultants:

Civil Engineer:

PEA Group
John Thompson, PE
2430 Rochester Court
Troy, MI 48083
844-813-2949

Architects:

Martini – Samartino Design Group

Paul Samartino, AIA
920 E. Long Lake
Suite 200
Troy, MI 48085
248-524-0445

Landscape Architecture:

J Eppink Partners, Inc.

Jim Eppink, RLA
9336 Sashabaw Road
Clarkston, MI 48348
248-922-0789

Site Data:

Parcel Size:

9.54 acres

Location:

East side of Livernois,
north of Big Beaver Road within
the City of Troy, MI

Existing Zoning:

R-1E One Family Residential

Proposed Zoning:

RT One Family Attached Residential
using a Conditional Rezoning
Application

Proposed Uses:

30 attached single family for lease
condominium homes

Project Vision:

Homestead, a new neighborhood proposed to be constructed off of Livernois Road will provide beautiful, high-quality, size-appropriate housing geared towards its 50-year-old and older residents.

Mondrian Properties, the corporate parent of its new, multi-family unit, **Tableau by Mondrian**, has been building homes in Southeastern Michigan for more than three decades, and continues to be at the forefront of providing a range of quality housing choices throughout the area. In response to the City of Troy's goal to provide innovative housing alternatives that serve the City's evolving demographics, smaller household sizes, and active lifestyle choices of its residents, Tableau by Mondrian is proud to propose Homestead, a neighborhood that specifically seeks to help build the **"missing-middle"** within the community.

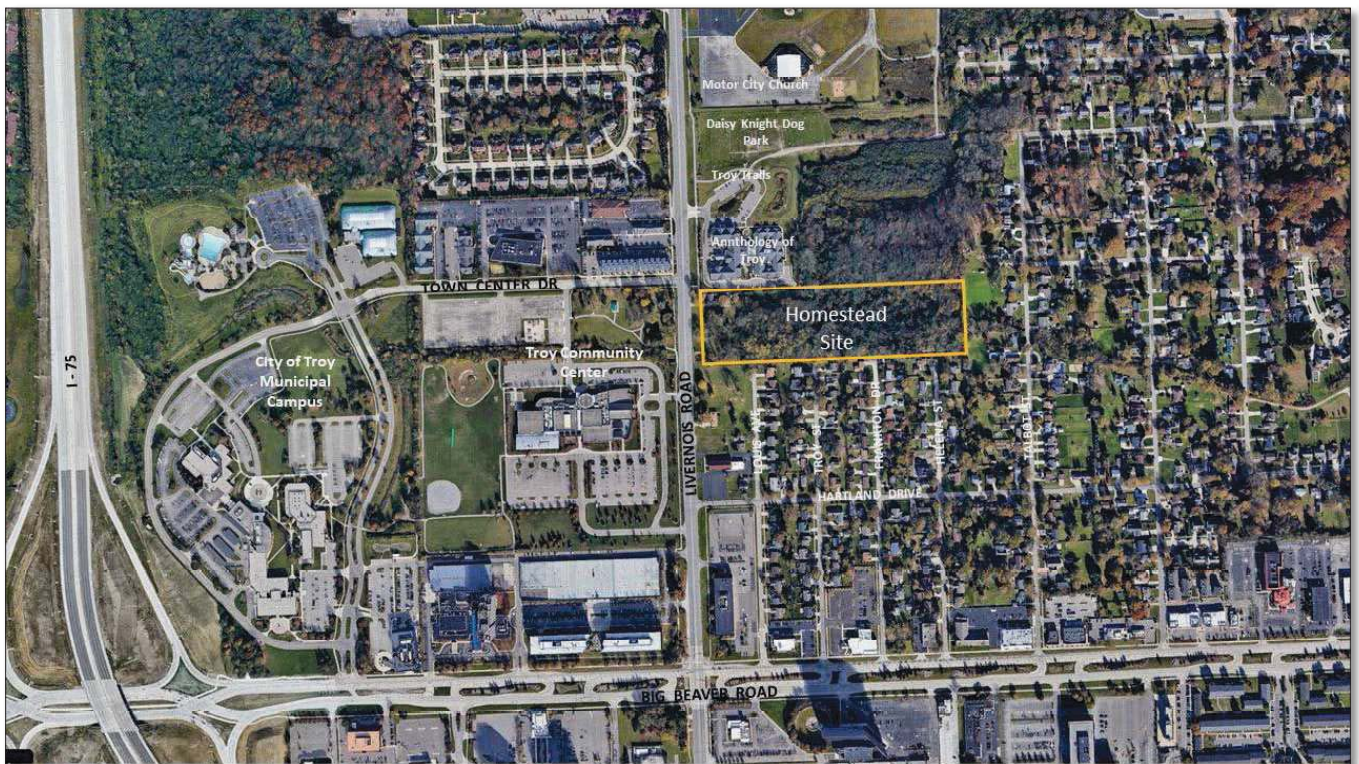
The City of Troy continues to be recognized as one of the best places to live in America. Its strong employment base, educational opportunities, shopping areas, diverse cultures, and residential neighborhoods have made it a premier family-oriented community. As its long-time residents age, however, the City of Troy has correctly recognized that it must encourage a wider range of housing choices to be built within Troy that will allow its residents to remain in the city they love, close to their families, friends, work, and churches. Providing more diverse housing choices enables residents the ability to **"age in place"** and prevent the need to move away, once the large, five-bedroom home becomes too large during their empty-nest, active senior years.

Homestead, a boutique, pocket neighborhood of only 30-residences, will provide home layouts ranging in size from 1,317 square feet to 1,840 square feet. The condominiums, designed primarily for single-level living, will be offered for-lease with an option to purchase. The Homestead neighborhood, which boasts of more than 55% open space will provide a community park for outdoor gatherings, walking trails that may connect to the larger City of Troy trail system, butterfly gardens, fitness stations with outdoor exercise equipment, sidewalks throughout, and beautifully landscaped, centrally maintained grounds.

Tableau by Mondrian has submitted the attached site plan documents and application and seeks site plan approval and conditional rezoning of the parcel(s) in order to construct this exciting neighborhood. Key attributes of the site and proposed development are outlined on the following pages and within the site plan submission documents.

SITE DATA & LOCATION:

Parcels	20-22-301-007, 20-22-301-008, 20-22-301-009
Total Size:	9.54-acres
Current Zoning:	R-1E One Family Residential District
Proposed Zoning:	RT One Family Attached Residential District
Features:	Lane Drain located at the parcel's southern boundary Wetlands and Floodplain areas currently exist on site Immediately east of the Troy Community Center and access to the Troy Trail system.



The Homestead property is located on the east side of Livernois, a short, one-quarter-mile walk north of Big Beaver Road. R-1E Single Family neighborhoods abut the property to the east and south, The Troy Community Center is located conveniently west of the site, and Anthology of Troy (a PUD) is located immediately to the north with close connection to Troy Trails and the Daisy Knight Dog Park.

The westernmost portion of the site is considered the “development zone” and can accommodate conventional construction methods for residential development. The eastern portion of the site is comprised of wetlands to the north and the Lane Drain to the south. The rear-central portion of the site will be graded to accommodate the required floodplain capacity of the site. The analysis of the physical characteristics of the site, identification of the development and floodplain cut zones, and the proposed civil engineering methods were determined independent of the proposed Homestead site plan. In other words, the western development zone, the eastern floodplain area, the natural features are consistent regardless of if the site was developed as a conventional R1-E subdivision, or as developed as the proposed RT – “Aging-in-Place,” “Missing-Middle” community.

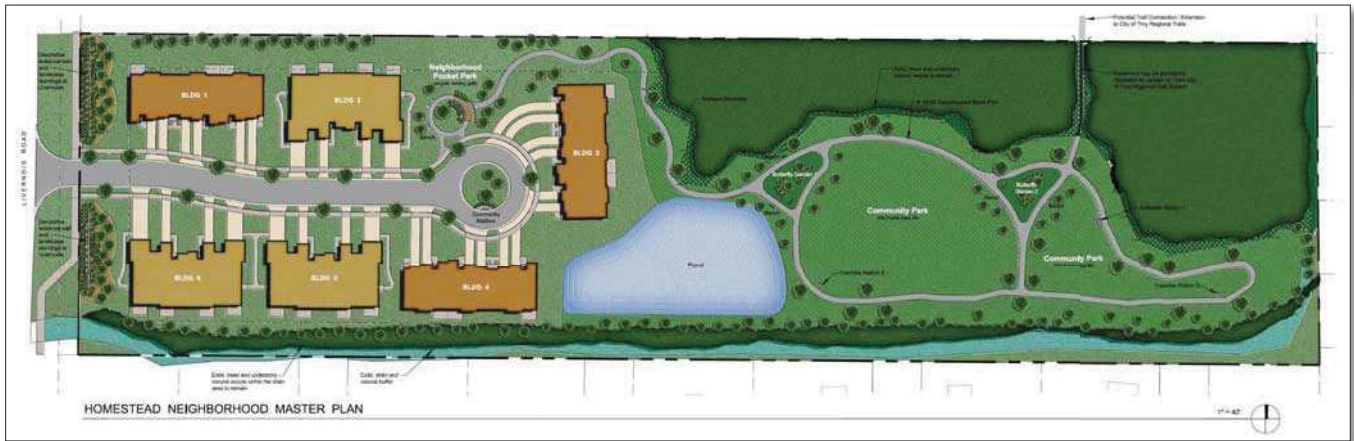


The western portion of the site has been determined to have the characteristics suitable for development, whereas the eastern portion of the site will be reserved for the preservation of the natural features, floodplain cut area, and re-forestation of the wooded areas.

SITE PLAN & ARCHITECTURAL DATA:

Building Types:	6 condominium buildings (3 Ranch with Lifestyle Space buildings & 3 Single-Level Living Condo buildings)
Total Residences:	30
Gross Density:	3.14 residences per acre
Home Sizes:	Single Level Living Condo: 1,317 – 1,488 sf Ranch with Lifestyle Space: 1,735 – 1,840 sf
Architecture:	Award winning architectural style and building materials
Site Plan Features Include:	

- Community Park & Gathering Area;
- Pergola;
- Walking Trails;
- Internal External Sidewalks with Ability to Connect to Troy Trails;
- Exercise & Fitness Stations;
- Butterfly Gardens;
- Park Benches;
- Livernois Frontage Landscape & Decorative Stone Walls;
- Landscape Boundary Buffer;
- Plantings & Preservation of Natural Features;
- Significant Tree Plantings & Re-forestation & Stormwater Management;
- Creation of Detention Basin/Decorative Wet Pond.



The Homestead neighborhood master plan places 6 beautiful condominium buildings at the western boundary closest to Livernois Road. The 30 residential units will front onto the new internal road and have direct access to Livernois. The development is just a short walk to The Troy Community Center, restaurants along Big Beaver, or connections to internal trails and the Troy Trail system. Existing wooded wetlands and the wooded Lane Drain will be maintained at the north and south respectively, and the rear center area will be land-balanced to accommodate floodplain capacity. The rear area will be planted and maintained with native prairie grasses, two butterfly gardens, buffer plantings and tree re-forestation plans, along with walking trails, fitness stations, and restful park bench areas.



Ranch Condominium with Lifestyle Space: Three “Ranch Condominiums with Lifestyle Space” buildings will be constructed within Homestead, providing a total of 12 of these unit types. Almost all the living space, including the master and second bedroom, kitchen and living room will be located on the ground floor. An additional flexible life-style space, which could be used as a home office, den, or media room, will be located on the second floor. The total square footage of these homes will range between 1,735 – 1,840 sf.



Single-Level Living Condominiums: Three “Single-Level Living Condominium” buildings will be constructed, providing a total of 18 of these unit types. All living areas within each condo will be located on a single level providing a spacious, convenient, ranch-style home. The ground floor of each building will house three units, with three additional individual units on the second floor. Each residence will have its own garage, as well as dedicated driveway parking areas. The square footage of the single-level living homes will range from 1,317 – 1,488 sf.

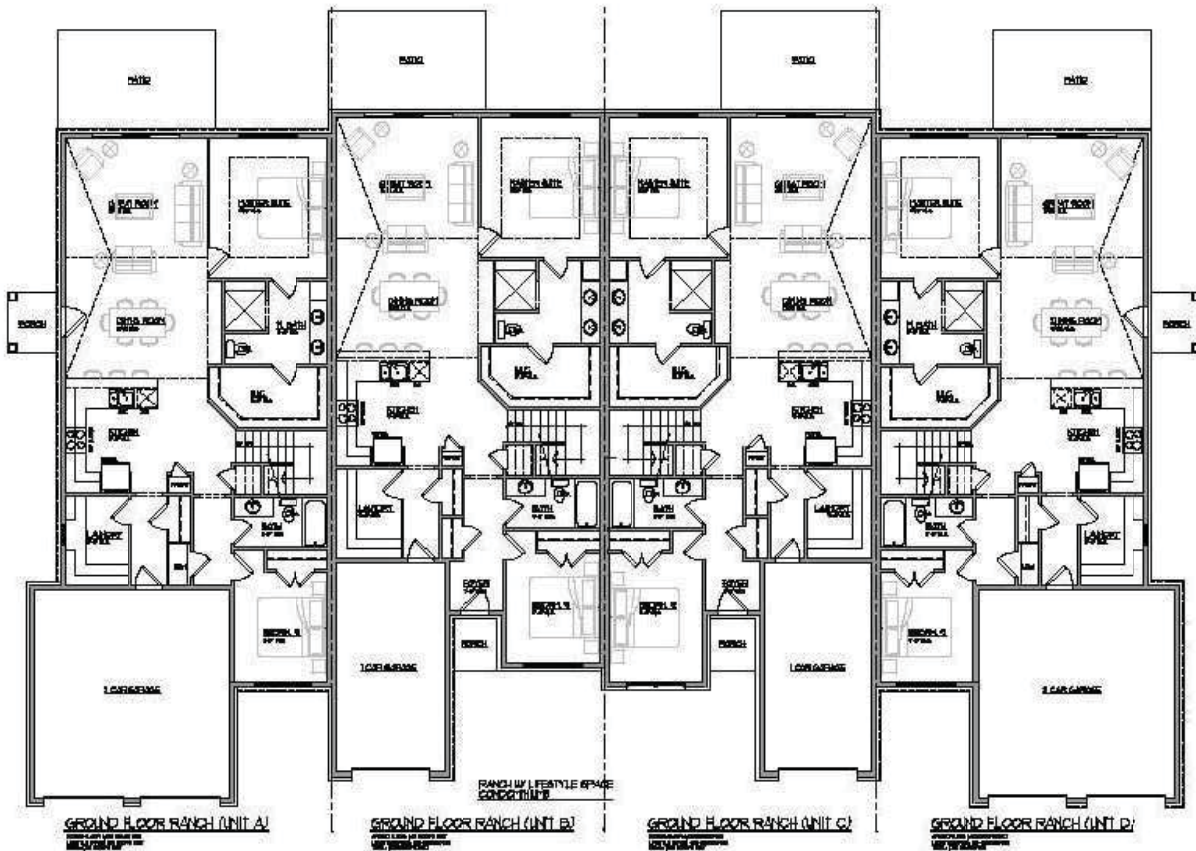
At Tableau by Mondrian, we are proud to present the Homestead neighborhood and its ability to create an “Age-in-Place,” “Missing-Middle” community that offers appropriately sized homes, beautiful architecture, functional floor plans, amenities, an abundance of site features, 55% open space, and located within walking distance of restaurants, trails, dog-parks, churches, offices, and the Troy Community Center. Our application requests a conditional re-zoning based on the uses, merits, and details reviewed here, those within the site plan submission documents, and as outlined in the accompanying application and conditional re-zoning narrative. We’ve worked closely with the community, have studied the Troy Master Plan, and we believe this development, with its open space, alternative housing choices, and walkability components, will meet the goals, intent, and spirit of the Master Plan. We believe that Homestead will become a wonderful addition to the City of Troy.

The attached Preliminary Site Plan Submission document set provides the information required by the ordinance and outlines the technical details of the development. We appreciate the opportunity to have the project reviewed by the City Planning Department and related professionals and look forward to being placed on the next available Planning Commission agenda to review and request a positive recommendation for the site plan and conditional re-zoning to enable the project to move forward.

SECTION 3: LANDSCAPE RENDERINGS



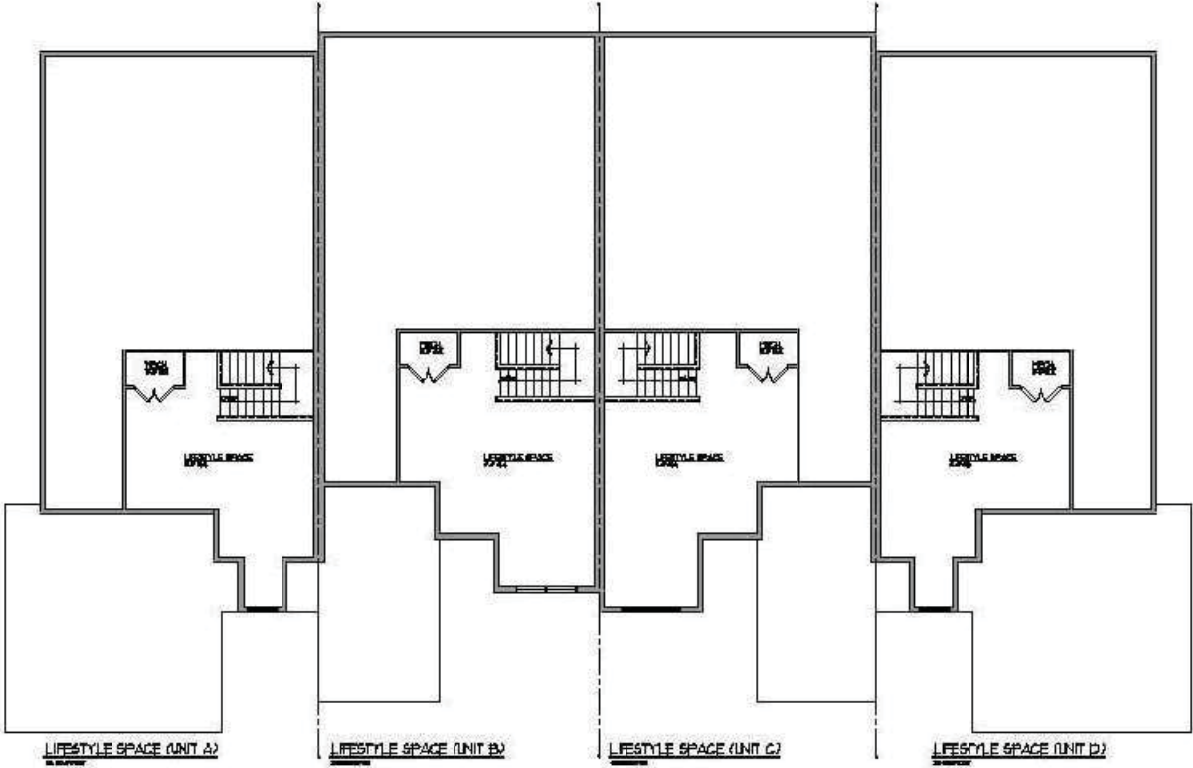
SECTION 4: HOMESTEAD FLOOR PLANS



RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS



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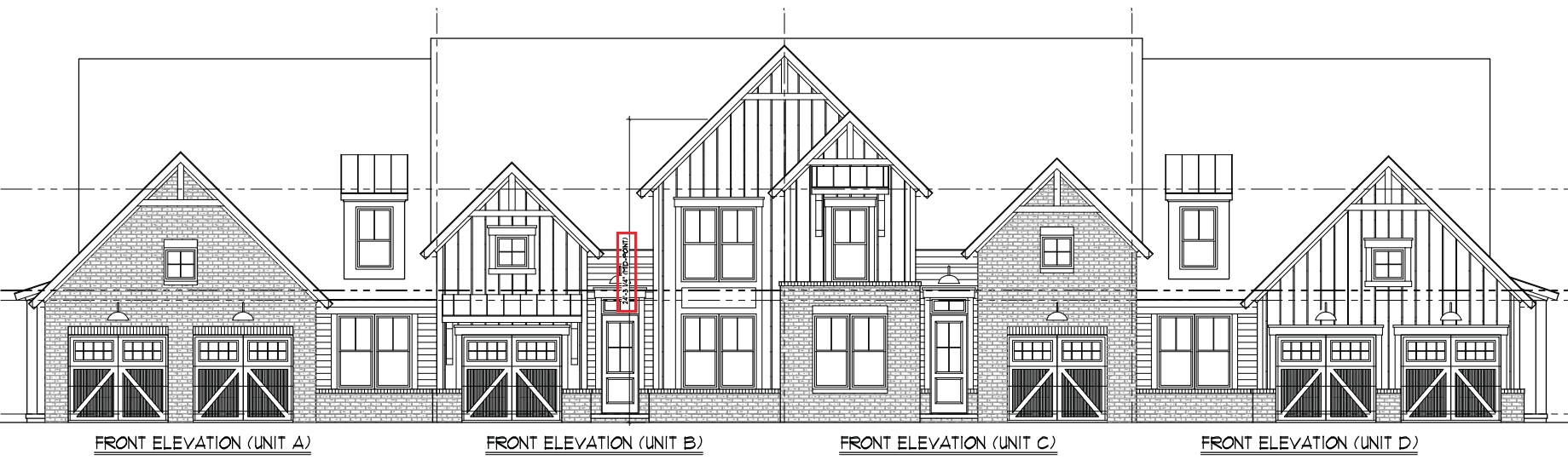


RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS



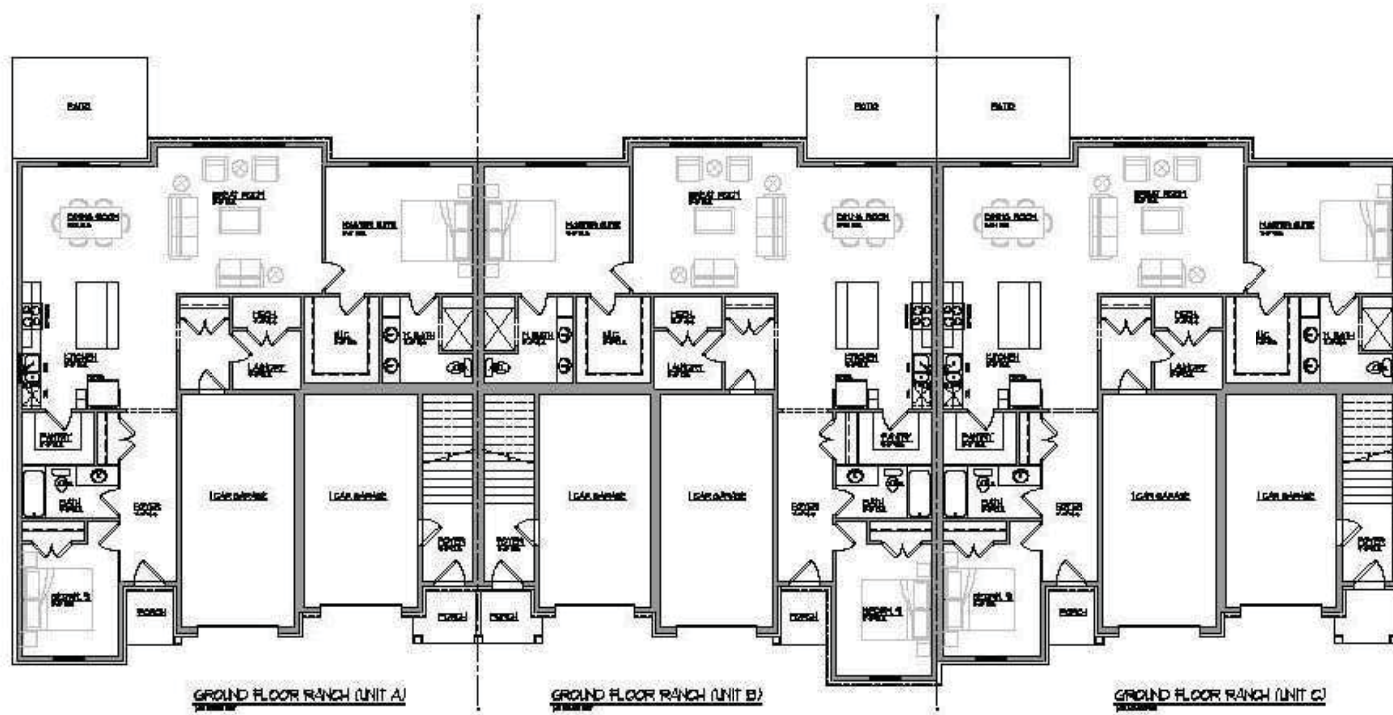
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RANCH W/ LIFESTYLE SPACE
CONDOMINIUMS

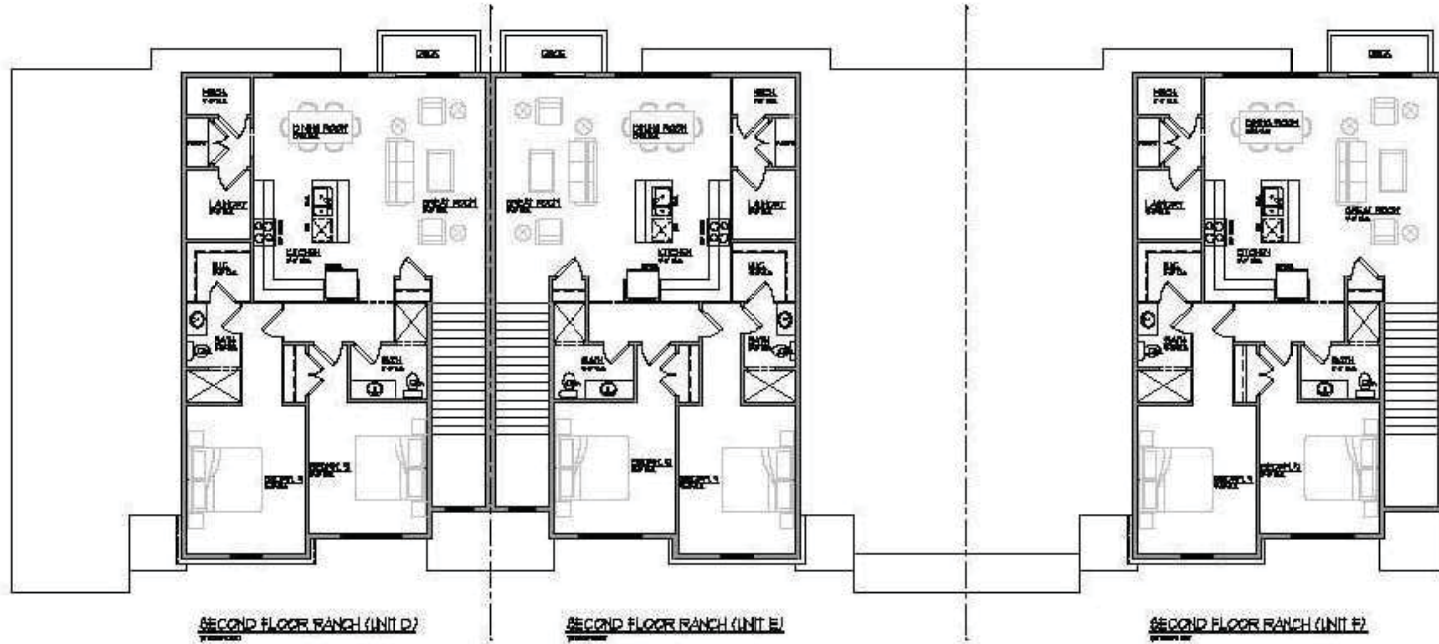
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SINGLE LEVEL LIVING CONDOMINIUMS



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FRONT ELEVATION (UNIT A & UNIT D)

FRONT ELEVATION (UNIT B & UNIT E)

FRONT ELEVATION (UNIT C & UNIT F)

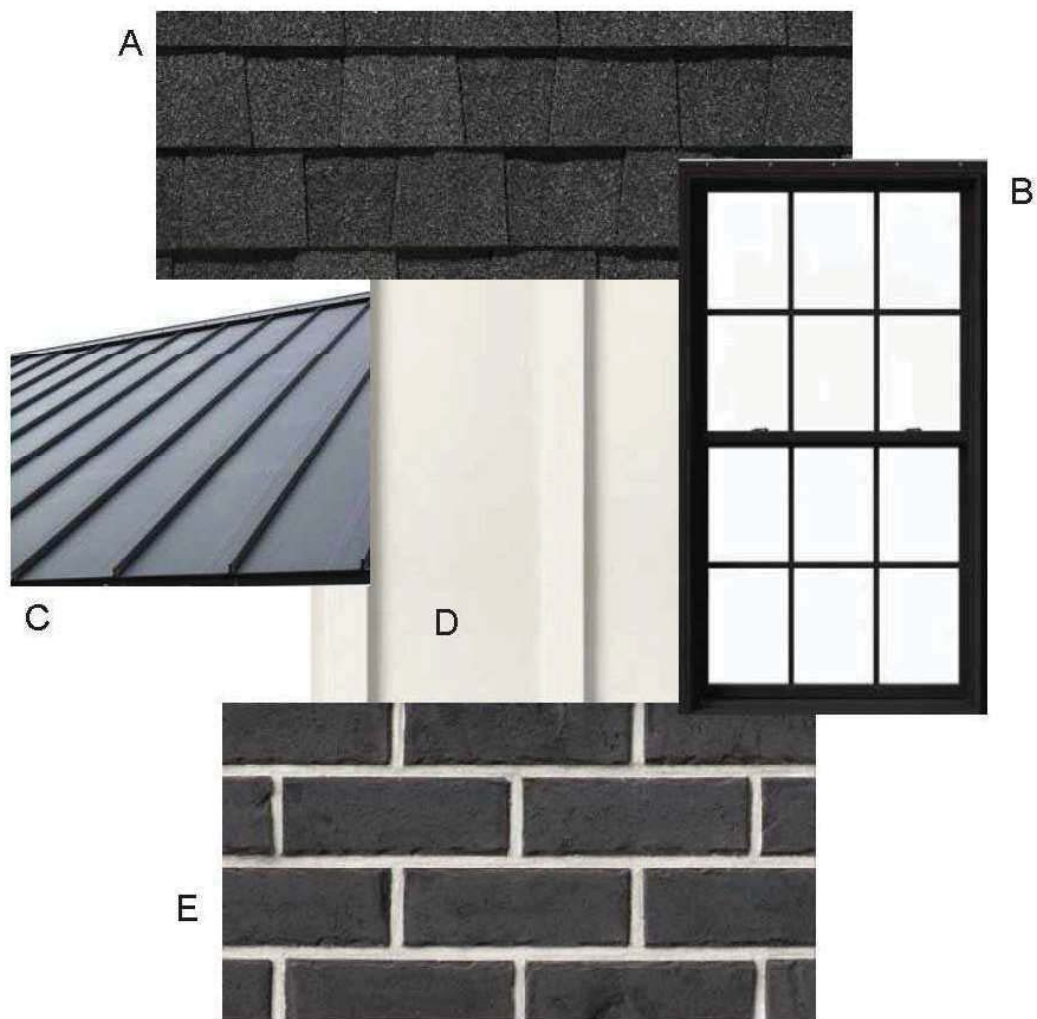


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SECTION 5: MATERIAL LIST & PICTURES

HOMESTEAD MATERIALS



- A - Pewter Dimensional Shingles
- B - Black Framed Windows and Doors
- C - Black Metal Awnings & Roofs
- D - Hardie Plank Horizontal & Vertical Siding
- E - Black Lake Brick



2430 Rochester Court, Suite 100
Troy, MI 48083

844.813.2949
peagroup.com

SECTION 6: CONDITIONAL RE-ZONE LETTERS A & B:

PEA Project No: 2021-0451

Mr. Brent Savidant
Community Development Director
City of Troy Planning Department
500 W. Big Beaver
Troy, MI 48084

**RE: Conditional Rezoning Application
Parcel # 20-22-301-007, -008, -009
Livernois Road, north of Big Beaver Road
City of Troy, Oakland County, Michigan**

Dear Mr. Savidant:

On behalf of Tableau by Mondrian, we respectfully request a change in the zoning for Parcels # 20-22-301-007, -008, -009.

Pursuant to the provisions of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended, and pursuant to all applicable provisions of law, we are requesting the Zoning Map of the City of Troy be amended to conditionally rezone Parcel Numbers 20-22-301-007, -008, -009, from R-1E One Family Residential District to RT One Family Attached Residential District, in order to construct six attached single-family dwelling buildings for a total of 30-units.

Location & Existing Conditions:

The property is located on the east side of Livernois Road just north of the Big Beaver Road intersection. The parcel is 9.54 acres in size and currently has one house on the north property. Surrounding uses include single-family dwellings to the south and east. To the north is a PUD development (senior living). To the west is the City of Troy Community Center. The Lane Drain runs along the southerly property line. The site is largely encompassed with floodplain and there is also an area of wetlands in the northwest corner of the site.

Existing Zoning & Future Land Use:

The site is currently zoned R-1E (One Family Residential District). (***See Exhibit A***). According to the Master Plan of 2008 and as Amended in 2016, The Future Land Use for the subject parcel is Single Family Residential, Social Neighborhood.



Proposed Use & Site Plan:

Under the proposed rezoning (**see Exhibit B**), the site would be zoned RT One Family Attached Residential District. The proposed condos will be for lease and with an option to purchase. The floodplain area would be amended thru the LOMR process. Detention would outlet to the Lane Drain. The proposed development (**see Site Plan Sheets: Cover Sheet, P-1.1 Topographic Survey - West, P-1.2 Topographic Survey - East, P-2.0 Preliminary Site Plan, P-3.0 Preliminary Grading Plan, P-4.0 Preliminary Utility Plan, L-1 Landscape Planting Plan, L-2 Landscape Details, T-1.0 Tree Preservation Plan-West, T-1.1 Tree Preservation Plan-East, T-1.2 Tree Preservation List, T-1.3 Tree Preservation List, T-1.4 Tree Preservation List**), shall be limited to six (6-) total buildings and thirty (30) total units. There are two building types proposed: ranch style and single level living. Each unit will be 1,317 to 1,840 square feet and each will include an attached 1 or 2-car garage. The building materials shall consist of a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable low-maintenance materials.

Voluntary Conditions:

Under Section 405 of the Zoning Enabling Act (MCL 125.3405), the petitioner voluntarily offers uses and restrictions of the property as a condition to rezoning the land. The following conditions are provided voluntarily as conditions of rezoning approval:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

Re-zoning Standards:

As set forth in Section 16.03.C, the Planning Commission shall consider the following:

1. *The proposed rezoning is consistent with the Master Plan. If the current zoning is in the material conflict with the Master Plan, such conflict is does to one of the following:*

- a. A change in City policy since the Master Plan was adopted.*
- b. A change in conditions since the Master Plan was adopted.*
- c. An error in the Master Plan.*

- The City of Troy Master Plan designates the subject parcel as Single Family Residential, Social Neighborhood.

2. *The proposed re-zoning will not cause nor increase any non-conformity.*

- Re-zoning to RT will not materially alter the view-shed that is currently visible from Livernois Road, so there would be very minimal impact and even that will be remedied through landscaping.

3. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*

- The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of: Environment; Density; Traffic volumes; Aesthetics; Infrastructure; and Potential influence on property values.
- All public utilities are available at the property and sized to accommodate the develop.
- Livernois Road is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.

4. *The re-zoning will not impact public health, safety, or welfare.*

- The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.

5. *The rezoning will ensure compatibility with adjacent uses of land.*

- Rezoning to RT is constant with the Future Land Use Map in terms of being a Social Neighborhood.
- The proposed number of multiple-family dwelling units is consistent with the characteristics of surrounding buildings and uses.
- The Condominium development will provide a transition between the Senior Living Development and the Single-Family District.

Re-zoning Standards/Reasons of Recommendation:

- A. The site's physical and other environmental features are compatible with the proposed number of multiple-family dwelling units.
- B. The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of the environment, density, traffic volumes, aesthetics, infrastructure, and potential influence on property values.
- C. The street system is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.
- D. The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.
- E. There is an apparent demand in the City for this type of multiple-family dwelling units in relation to the amount of land in the city currently zoned and available to accommodate the demand.
- F. The rezoning of the property does not unreasonably impact the adjacent properties.

The proposed re-zoning will allow the site to be developed in a manner consistent with the City of Troy's Master Plan and maintain the intended open space buffer between proposed condominium and the existing single-family homes.

Thank you for your consideration,

PEA Group, Inc.

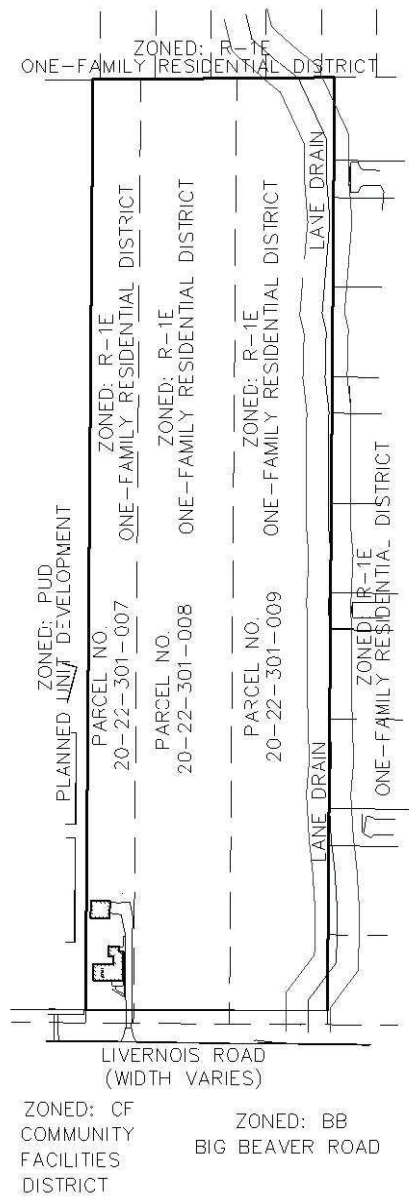
John B. Thompson, PE
Senior Project Manager

Cc: Joe Maniaci, Tableau by Mondrian

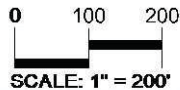
Attachment: Application

Exhibit A – Existing Zoning
Exhibit B – Proposed Zoning
Exhibit C – Site Plan

EXHIBIT A
EXISTING ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

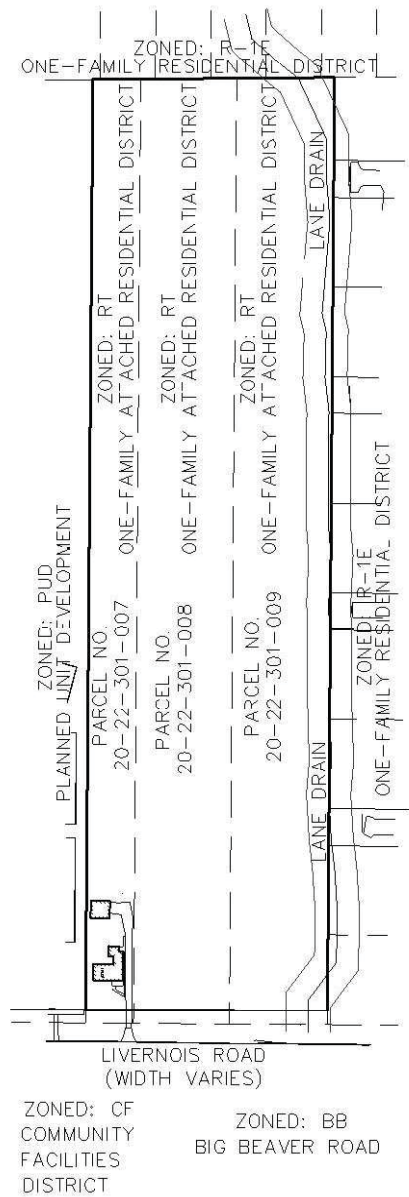


HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, CLINTON COUNTY, MICHIGAN
SHEET 1 OF 1
MARCH 25, 2022
2021-0451

PEA GROUP
t 844.813.2848
www.peagroup.com

S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX-A-EX ZONING-210451.dwg; T:\K

EXHIBIT B
PROPOSED ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

0 100 200
SCALE: 1" = 200'



HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, CLINTON COUNTY, MICHIGAN

SHEET 1 OF 1
MARCH 25, 2022
2021-0451

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SECTION 7: PDF OF SITE PLAN FOR SUBMIT:
PRELIMINARY SITE PLANS

HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.1	TOPOGRAPHIC SURVEY-WEST
P-1.2	TOPOGRAPHIC SURVEY-EAST
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
P-5.0	PRELIMINARY PATHWAY PLAN
L-1	LANDSCAPE PLANTING PLAN
L-2	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN - WEST
T-1.1	TREE PRESERVATION PLAN - EAST
T-1.2	TREE PRESERVATION LIST
T-1.3	TREE PRESERVATION LIST
T-1.4	TREE PRESERVATION LIST

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER		CIVIL ENGINEER
TABLEAU BY MONDRIAN 50215 SCHENKHER SHELBY TWP., MI 48315 CONTACT: JOE MANIACI PHONE: 888.726.7350 EMAIL: JMANIACI@MONDRIANPROPERTIES.COM		PEA GROUP 2430 ROCHESTER COURT, STE. 100 TROY, MI 48063-1872 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT		LANDSCAPE ARCHITECT
MARTINI SAMARTINO DESIGN GROUP 920 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48065 CONTACT: PAUL SAMARTINO PHONE: 248.524.0445 EMAIL: PSAMARTINO@HOTMAIL.COM		PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KD@DIETZEL@PEAGROUP.COM
		LANDSCAPE ARCHITECT
		J EPPINK PARTNERS, INC. 9336 SASHABAW ROAD CLARKSTON, MI 48348 CONTACT: JIM EPPINK PHONE: 248.922.0789 EMAIL: JIM@JEPPINK.COM



REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	5/15/2022
PER PC MEETING	6/11/2022
PER PLANNING COMMENTS	8/23/2022







P-1.2

FLOODPLAIN:
(Per Flood Insurance Rate Map Number 281250054F.
Effective Date September 26, 2000)


SPECIAL FLOOD HAZARD AREAS SUBJECT TO INUNDATION BY THE 1% ANNUAL CHANCE FLOOD:
The 1% annual chance flood (100 year flood), area known as the base flood, is the flood that has a 1% chance of being equaled or exceeded in any given year. The Flood Hazard Area is the area that is subject to the 1% annual chance flood. Areas of Special Flood Hazard include Zones A, AE, AD, AH, A99, V, and VE. The base Flood Elevation is the water-surface elevation of the 1% annual chance flood.

 **ZONE AE – Base Flood Elevation Determined.**

FLOODWAY AREAS IN ZONE AE:
The Floodway is the stream plus any adjacent floodplain areas that must be kept free of encroachment so that the 1% annual chance flood can be carried without substantial increases in flood height.

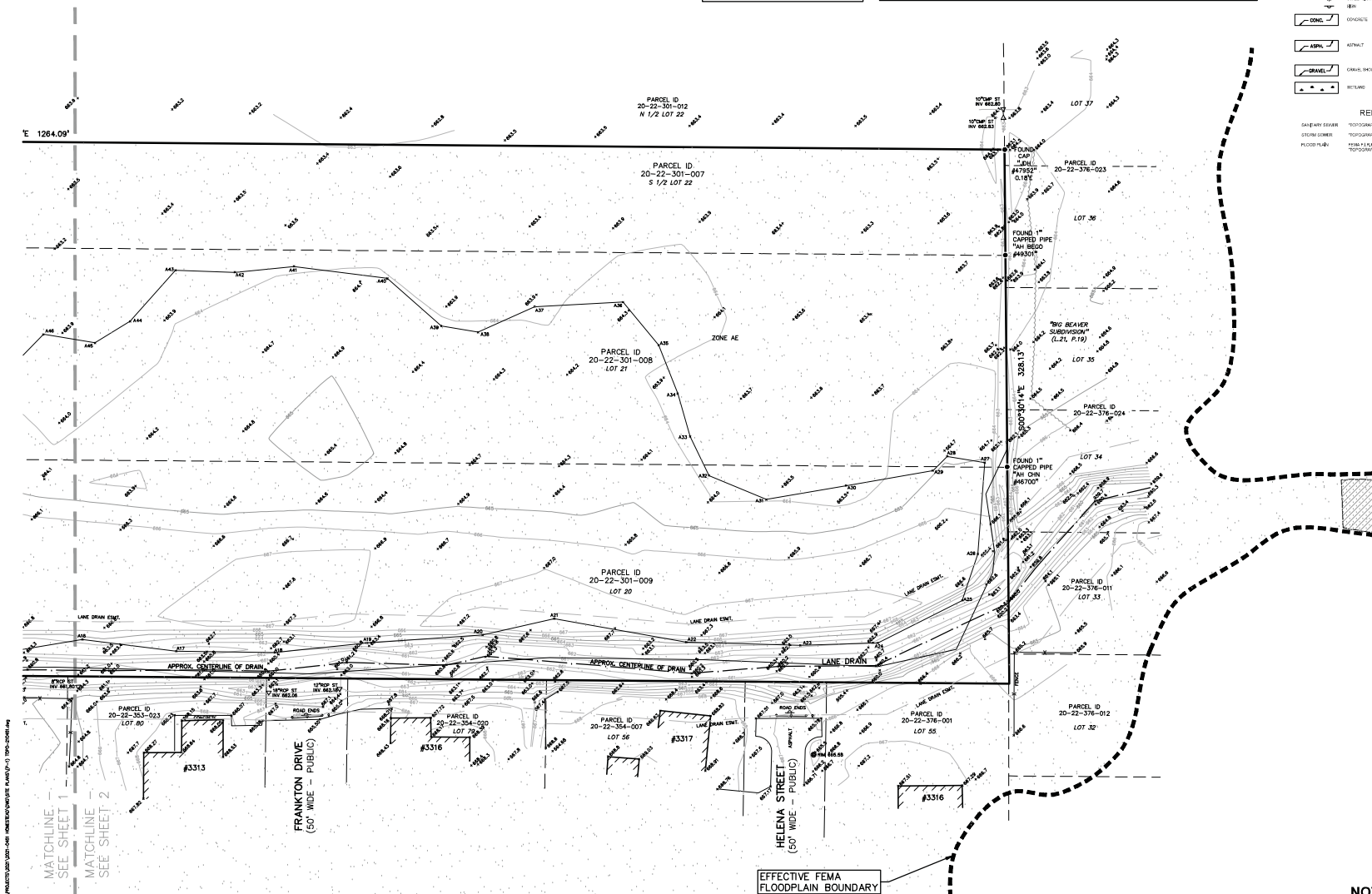
 **OTHER FLOOD AREAS**

ZONE X – Area of 0.2% annual chance flood; areas of 1% annual chance flood with average depths of less than 1 foot and with drainage areas less than 1 square mile; and areas protected by levees from 1% annual chance flood.

 **OTHER AREAS**

ZONE X – Area to be determined outside of the 0.2% annual chance floodplain.

REFERENCE DRAWINGS	
SEWAGE SEWER	"TOPOGRAPHIC SURVEY", PEA PROJECT #15-141
STORM SEWER	"TOPOGRAPHIC SURVEY", PEA PROJECT #15-141
FLOOD PLAIN	FEMA F.I.M., MAP NUMBER 262202034, DATED 5/20/04



\\pdc01\IT\2021\2021-04\114114 - HOW TO GET THE SITE PLANS\20-114114.dwg

LEGEND

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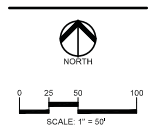
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97 VALVE

98 VALVE

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100 VALVE



CAUTION!!
THE LOCATION AND ELEVATION OF THE GROUND SURFACE
SHOWN ON THIS DRAWING ARE ONLY
APPROXIMATE. NO GUARANTEE IS GIVEN OR EXPRESSED OR
IMPLIED AS TO THE COMPLETENESS OR ACCURACY THEREOF.
THE CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR
DETERMINING THE EXACT ELEVATION, LOCATION AND ELEVATIONS
FOR THE DRAIN OF CONSTRUCTION.

CLIENT

 Tableau
POWERED BY MICROSOFT

50215 SCHOEENHERR
SHELBY TOWNSHIP, MI 48315

PROJECT TITLE

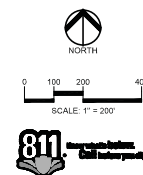
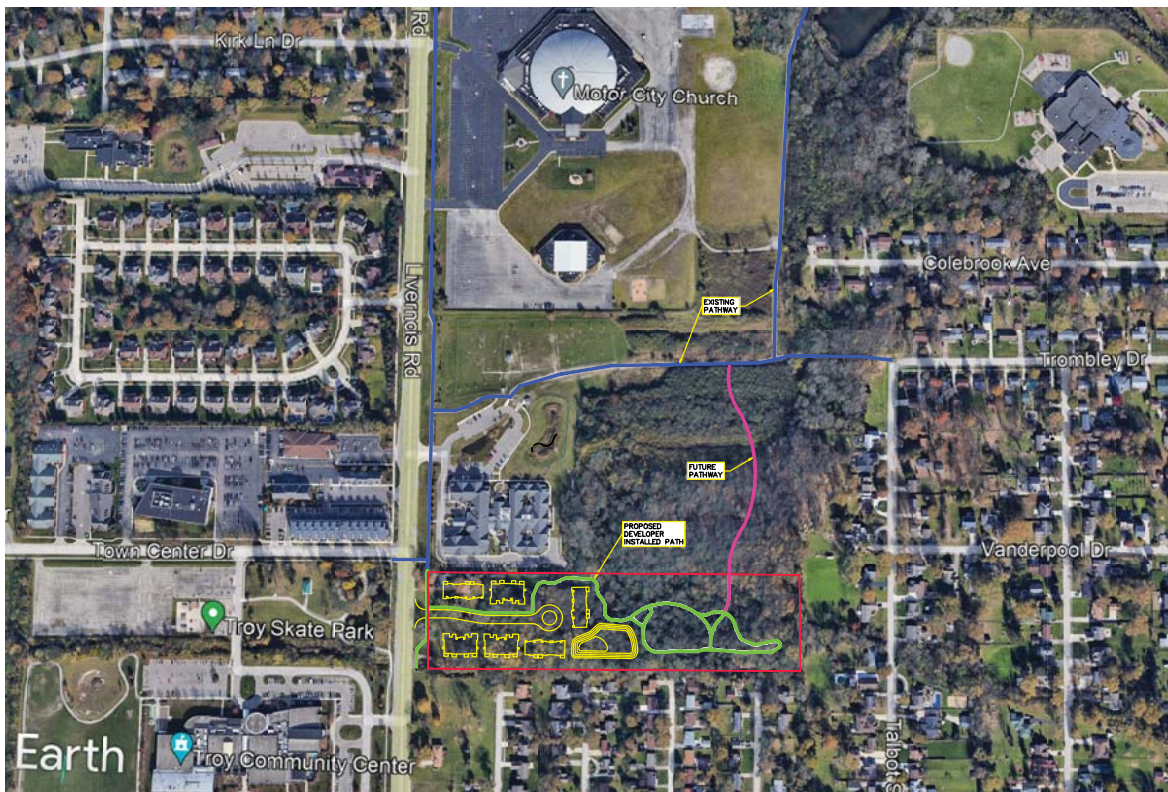
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
MAY 18, 2022

DRAWING TITLE
**PRELIMINARY
UTILITY PLAN**

PEA JOB NO.	2021-0451
PJM	JBT
DN	KMB
DES	DSK
DRAWING NUMBER:	



CAUTION!
This drawing is for informational purposes only. It is not to be used for construction. The client is responsible for obtaining all necessary permits and approvals. The client is also responsible for ensuring that the drawing is accurate and up-to-date.

CLIENT
Tableau
50215 SCHOENHEIMER
DREARY TOWNSHIP, MI 48015

PROJECT TITLE
HOMESTEAD
3344 E. KENTON ROAD
TROY, MI 48064

REVISIONS		
PER PC MEETING 07/26/22	8/11/22	
PER PLANNING COMMENTS	9/23/22	

ORIGINAL ISSUE DATE:
MAY 18, 2022

DRAWING TITLE
**PRELIMINARY
PATHWAY PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	KMB
D.S.	DSK

DRAWING NUMBER

NOT FOR CONSTRUCTION **P-5.0**

Per City of Troy Zoning Ordinance R-1C

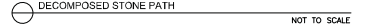
Per Article 19 Title 13.02-4 Landscape Screening Alternatives:
South Property Line Between Land Uses
Existing vegetation within is located in the property to be used and type requirements in the various screening alternatives may be located toward meeting screening requirements.

Alternative 2: 2 choices, 1 tree per 15 linear feet
Required: 1.27' Lf' 10' x 123 trees
Provided: 68 Trees @ 7' Tree 20 Lf' with existing vegetation required.

Tree Replacement (RT symbol on map) = Replacement Trees
Required: (37) 3" Cal. Deciduous Trees
Provided: (36) 3" Cal. Deciduous Trees

Per Article 19 Title 13.02-5 Greenbelt Standards Landscaping
The greenbelt shall be landscaped with one of the following:
Birch (30) deciduous tree, or fraction thereof, of frontage abutting a public road right-of-way.
Deciduous trees within a greenbelt shall be a minimum caliper of six and a half (6 1/2) inches
at maturity and minimum trees shall be a minimum of five (5) to six (6) feet in height.
Street Tree Length = 528' Lf
Required: (11) Trees
Provided: (6) 3" Cal. Deciduous Trees
(4) Evergreen Trees

Per Article 19 Title 13.02-6 Subdivision and Site Condominium Landscaping
The frontage of a subdivision shall be landscaped with the equivalent of one (1) tree for every fifty (50) feet, or fraction thereof.
Street Tree Length = 983 Lf
Required: (20) 3" Cal. Deciduous Trees
Provided: (20) 3" Cal. Deciduous Trees



NOT TO SCALE



NOT TO SCALE

[illegible]

QTY.	DESCRIPTION	SIZE / ROOT	QTY.	DESCRIPTION	SIZE / ROOT
20	Picea glauca White Spruce	8', BAB	32	Impatiens cylindrica 'Red Baron' Japanese Blood Grass 'Red Baron', 2 gal.	Container
30	Pinus strobus White Pine	8', BAB	2	Hydrangea repens Rose of Sharon, 5 gal.	Container
27	Picea alberta Norway Spruce	8', BAB	10	Viburnum carlesii Bourain Spice Viburnum, 5 gal.	Container
14	Mallus argentea Sargent Crab	3" cal., BAB	10	Buddleia davidii Butterfly bush, 5 gal.	Container
9	Pyrus calleryana Calleryana Select Pear	3" cal., BAB	4	Pennisetum 1 gal.	Container
7	Acer rubrum 'Autumn Blaze' Autumn Blaze Maple	3" cal., BAB	7	Taxus densata Everest Yew, 30x36"	BAB
6	Platanus occidentalis London Plain Tree	3" cal., BAB			
1	Fagus sylvatica 'Purpurea Tricolor' Deep Purple Variegated Beech	3" cal., BAB			
23	Betula nigra River Birch	3" cal., BAB			
6	Mullein sp., 'Parlatore' Prairie Flowering Ceanothus	3" cal., BAB			
14	Tilia cordata Little-leaf Linden	3" cal., BAB			
6	Platanus occidentalis Sycamore	3" cal., BAB			
14	Ginkgo biloba Ginkgo	3" cal., BAB			
8	Cornus florida Flowering Dogwood	3" cal., BAB			
4	Astragalus arborea Downy Sandcherry	3" cal., BAB			
9	Cornus alba 'Sibirica' Red Twig Dogwood	BAB			
30	Juniperus chinensis var. sargentii Sargent Juniper	BAB			
12	Callagrostis x acutiflora 'Karl Foerster' Karl Foerster Reed Grass, 2 gal.	Container			
18	Hydrangea quercifolia Oakleaf Hydrangea, 5 gal.	Container			
14	Tilia occidentalis 'Yellow Ribbon' Yellow Ribbon Arbutacea	BAB			

The landscape site plan for the 3300 block of Troy Street shows a development with multiple building footprints, parking areas, and a central retention pond. The plan is bounded by Farmland Ct. to the north, Troy Street to the east, and Frankton Drive to the south. Key features include:


- Streets:** Farmland Ct. (40' WDE - PRIVATE), Troy Street (50' WDE - PUBLIC), Frankton Drive (50' WDE - PUBLIC), and Louis Avenue (60' WDE - PUBLIC).
- Landscaping:** Extensive planting of various trees and shrubs, including White Pine, Norway Spruce, Serviceberry, Flowering Dogwood, River Birch, Little Leaf Linden, and Sycamore. Specific planting areas are labeled with numbers (e.g., 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100).
- Retention Pond:** A large pond located in the center of the site, surrounded by landscaping.
- Other Features:** A "Wetland Boundary" is indicated, and a "Future Path by City" is shown on the right side. A "12' Easement for Future Path" is also noted.
- Notes:**
 - "See Landscape Entry Enlargement Plan Sheet L-2" (top left).
 - "Building foundations will be landscaped at the time of construction" (center).
 - "Irrigated hydroseed - Best at areas around buildings, etc." (bottom left).
 - "Existing Vegetation to remain" (multiple locations).
 - "Landscape Screening Shall be Provided along Eastern Boundary Line with a Combination of New Landscape Plantings and Existing Vegetation to Remain" (right side).
 - "Landscape Screening Shall be Provided along Southern Boundary Line with a Combination of New Landscape Plantings and Existing Vegetation to Remain" (bottom right).
- North Arrow:** Located in the bottom right corner.

$$1'' = 40$$


HOMESTEAD

3304 LUTHERVILLE ROAD
TROY, MICHIGAN

Owner:

 Tableau
BY DESIGN LLC

60215 SCHOENHEISS
SHELLEY TOWNSHIP, MI 48315

Sheet:

Landscape
Planting Plan

Issues / Revisions

PC Meeting 07/26/22

08/11/22

Per Planning Comments

08/23/22

Drawn by:
JJS

Checked By:
JTE

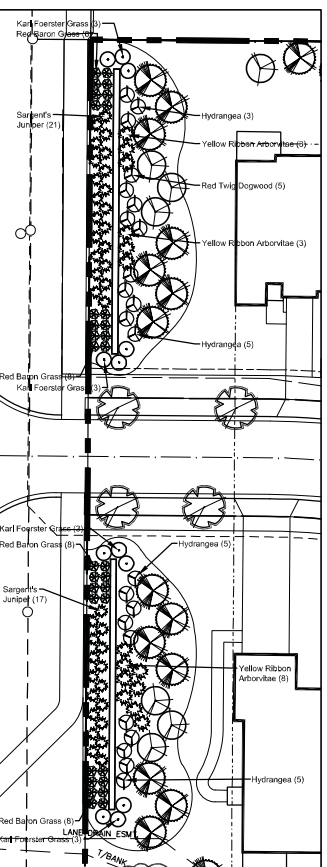
Date:
April 18, 2022

Scale:
AS NOTED

Sheet:
L-1

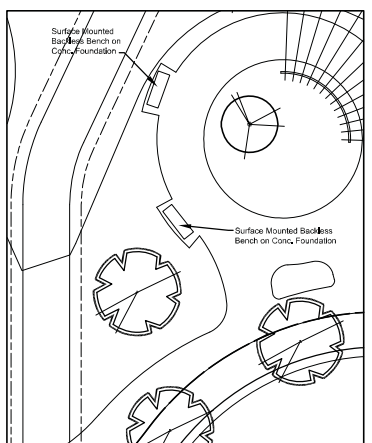
ENTRY LANDSCAPE ENLARGEMENT

1" = 20'



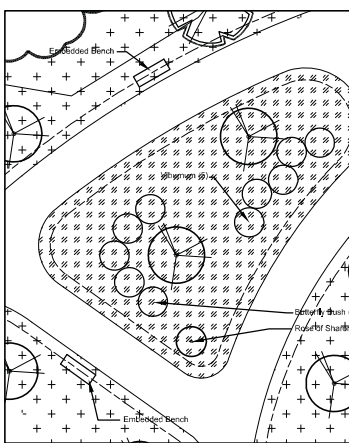
CONVERSATION CIRCLE ENLARGEMENT

1" = 10'



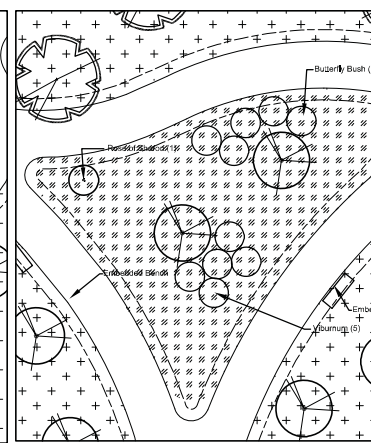
BUTTERFLY GARDEN ENLARGEMENT 1

1" = 10'



BUTTERFLY GARDEN ENLARGEMENT 2

1" = 10'



TRADITIONAL CLUSTER MAILBOX UNIT - BLACK FINISH
Manufacturer: Brandon Industries
Ph: (972) 542-3000
Email: info@brandonindustries.com
OR APPROVED EQUAL

3 Push-up / Dip Station
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for push-ups, dips, and sit-ups.
Notes: Includes the unit for 10-15 minutes.

1 Arm / Fast Wheel Combo
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for arm exercises, sit-ups, and sit-outs.
Notes: Includes the unit for 10-15 minutes.

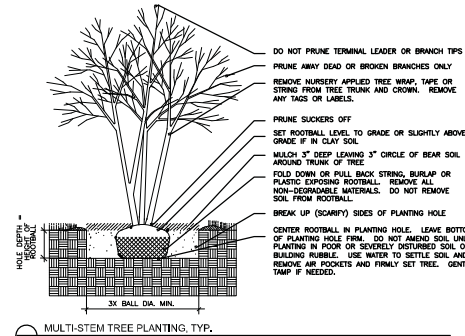
2 Sit-up Bench
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for sit-ups, sit-outs, and sit-flies.
Notes: Includes the unit for 10-15 minutes.

4 2 Person Leg Press
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for leg presses, sit-ups, and sit-outs.
Notes: Includes the unit for 10-15 minutes.

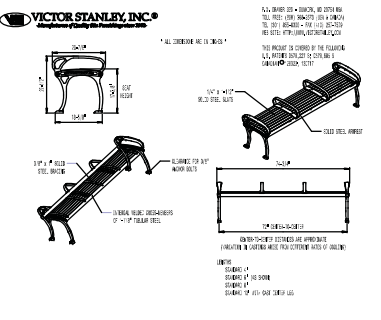
5 Double Pull-up Bars
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for pull-ups, sit-ups, and sit-outs.
Notes: Includes the unit for 10-15 minutes.

6 Chest Press / Lat Pull Combo
Specifications: 17 1/2" x 17 1/2" x 20" (H x W x D)
Materials: Powder Coated Steel, Handrails, Deck and Base
Training: This unit can be used for chest presses, lat pulls, sit-ups, and sit-outs.
Notes: Includes the unit for 10-15 minutes.

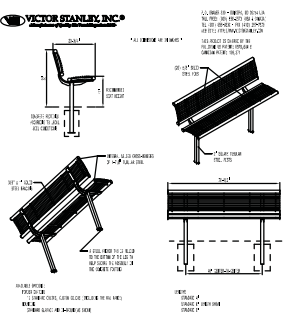
FITNESS STATION EQUIPMENT
NOT TO SCALE



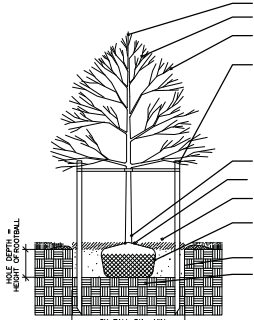
MULTI-STEP TREE PLANTING, TYP.
NOT TO SCALE



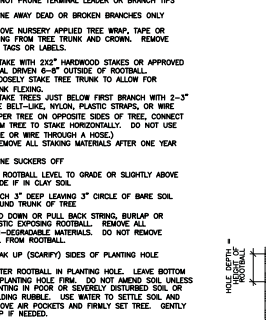
VICTOR STANLEY FMBF-214 BACKLESS BENCH @ CONVERSATION CIRCLE
NOT TO SCALE



VICTOR STANLEY FS-50 BENCH @ BUTTERFLY GARDENS
NOT TO SCALE



DECIDUOUS TREE PLANTING, TYP.
NOT TO SCALE



EVERGREEN TREE PLANTING DETAIL, TYP.
NOT TO SCALE

STATE OF MICHIGAN
JAMES E. JEFFREY
LANDSCAPE ARCHITECT
No. 1330

JEPPIK PARTNERS, INC.
Urban Retail Design
Landscape Architecture
Traditional Town Planning
1400 Woodward Ave., Suite 200
Birmingham, Michigan 35203
(205) 252-0700

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Project:
HOMESTEAD
3364 LIVERMORE ROAD
TROY, MICHIGAN

Owner:
Tableau
50215 SCHODENBERG
SHELBY TOWNSHIP, MI 48315

Sheet:
Landscape Details

Issues / Revisions

No.	Revised	Date
1	NO Meeting 07/26/22	08/11/22
2	Per Planning Comments	08/23/22

Drawn by:
JUS

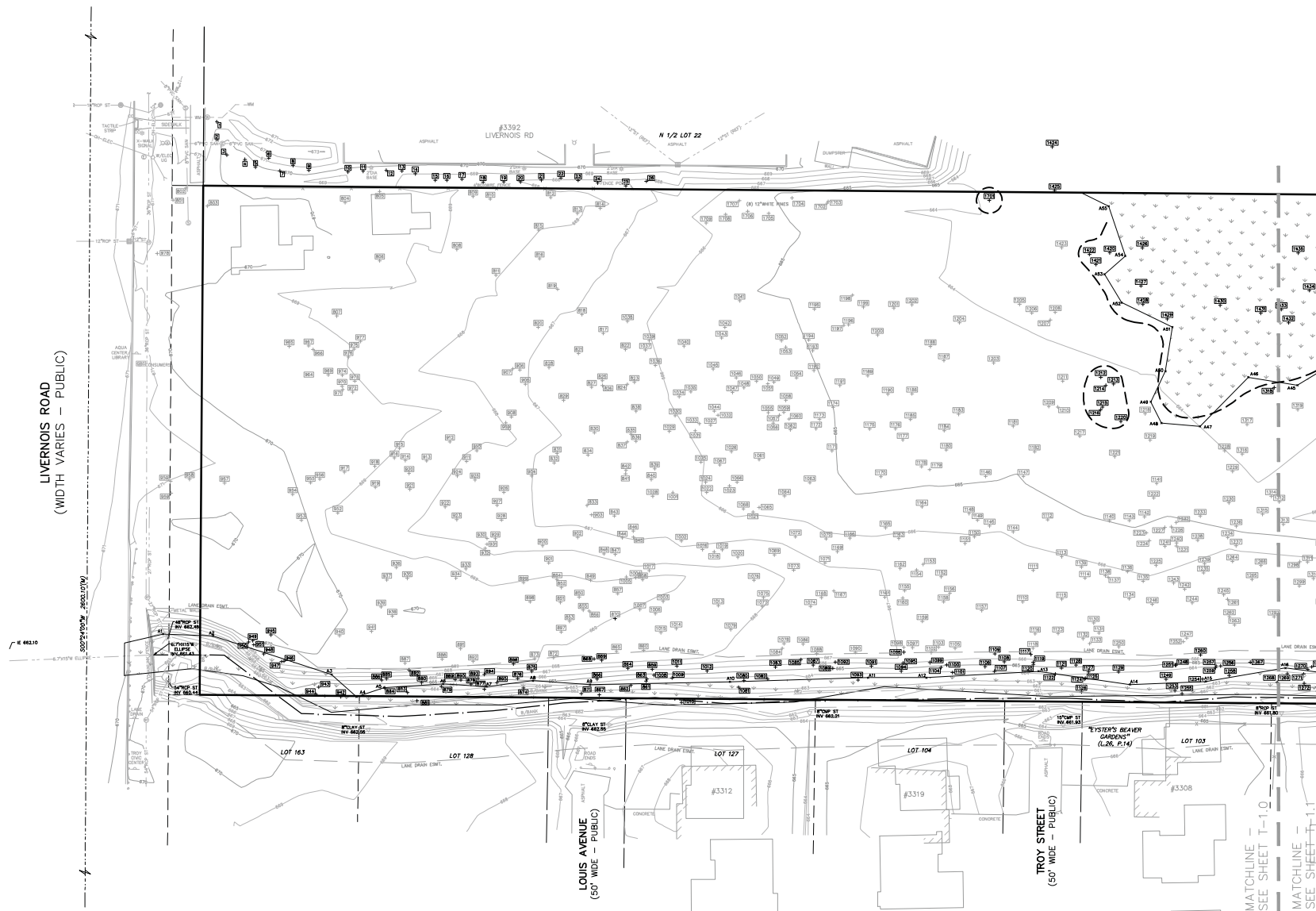
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JTE

Date:
April 18, 2022

Scale:
AS NOTED

Sheet:
L-2

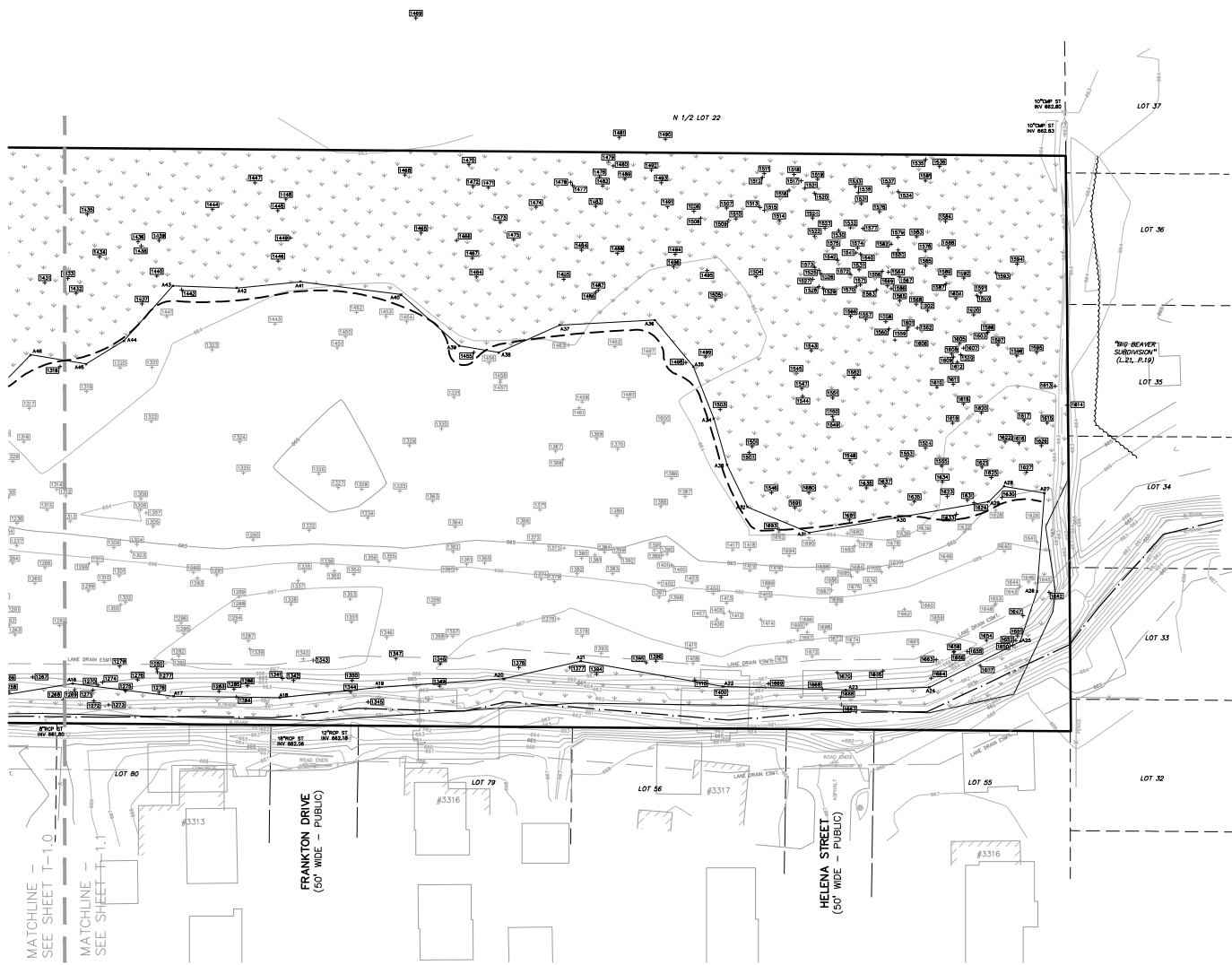
-  = EXISTING TREE / TAG TO REMAIN
-  = EXISTING TREE / TAG TO BE REMOVED
-  = TREE PROTECTION FENCE



NOT FOR CONSTRUCTION

T-1.0

\\P:\PROJECTS\2020\2020-048 HOMESTEAD\DWG\PLAN\T-1.1 TREE PRESERVATION.DWG



KEY

- EXISTING TREE / TAG TO REMAIN
- EXISTING TREE / TAG TO BE REMOVED
- TREE PROTECTION FENCE

PEA GROUP
t: 844.813.2949
www.peagroup.com



0 15 30 60
SCALE: 1" = 30'



CAUTION!
THIS PLAN IS A PRELIMINARY DESIGN. IT IS NOT TO BE USED FOR CONSTRUCTION. ANY CHANGES TO THE PLAN MUST BE APPROVED BY THE DESIGNER. THE DESIGNER IS NOT RESPONSIBLE FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES. THE USER OF THIS PLAN ASSUMES ALL LIABILITY FOR ANY DAMAGE TO EXISTING UTILITIES OR STRUCTURES.

CLIENT

Tableau
50215 SCHOENHEIMER
DREARY TOWNSHIP, NH 03015

PROJECT TITLE

HOMESTEAD
354 E. BARNES ROAD
THIRY, NH 03015

REVISIONS

PER COMMENTS BY 07/26/22	8/11/22
PER PLANNING COMMENTS	8/23/22

ORIGINAL ISSUE DATE

MAY 18, 2022

DRAWING TITLE

**TREE
PRESERVATION
PLAN - EAST**

PEA JOB NO. 2021-0451

P.M. JBT

D.N. KMM

DES. CSR

DRAWING NUMBER

T-1.1

NOT FOR CONSTRUCTION

1200	MALE	6	Blue titler	Ulex-nigro	Very Poor		MALE	6	Blue titler	Ulex-nigro	Very Poor	
1201	E	21	American B	Ulex-americ	Good		FEMALE	21	American B	Ulex-americ	Good	
1202	E	24	Blue titler	Ulex-nigro	Very Poor		FEMALE	24	Blue titler	Ulex-nigro	Very Poor	
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1209	MALE	10	Black-thro	Agave-nigra	Good	act	MALE	10	Black-thro	Agave-nigra	Good	
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[illegible]

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002	SM	-1	White Maple	Aster saccharinum	Good	NA	NA	SV	1
003	SM	-1	White Maple	Aster saccharinum	Good	n/s	NA	SV	1
004	SM	-1	White Maple	Aster saccharinum	Good	NA	NA	SV	1
005	SM	-1	White Maple	Aster saccharinum	Good	NA	NA	SV	1
006	SM	-3	White Maple	Aster saccharinum	Good	NA	NA	SV	1
007	SM	-5	White Maple	Aster saccharinum	Good	NA	NA	SV	1
008	SM	-2	White Maple	Aster saccharinum	Good	NA	NA	SV	1
009	SM	-16	White Maple	Aster saccharinum	Good	NA	NA	SV	1
010	SM	-3	White Maple	Aster saccharinum	Good	NA	NA	SV	1
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012	SM	8	White Maple	Aster saccharinum	Good	NA	NA	SV	1
013	SM	-1	White Maple	Aster saccharinum	Good	NA	NA	SV	1
014	SM	-1	White Maple	Aster saccharinum	Good	NA	NA	SV	1
015	BA	-2	Black steeple	Aster inguifolius	Very Poor	NA	NA	SV	1
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017	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
018	B	8	American Elm	Ulmus americana	Fair	NA	NA	SV	1
019	B	-12	American Elm	Ulmus americana	Fair	NA	NA	SV	1
020	A	8	American Elm	Ulmus americana	Fair	NA	NA	SV	1
021	E	7	American Elm	Ulmus americana	Fair	NA	NA	SV	1
022	E	2	American Elm	Ulmus americana	Fair	NA	NA	SV	1
023	BA	-16	American Elm	Ulmus americana	Fair	NA	NA	SV	1
024	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
025	BA	-15	Black steeple	Aster inguifolius	Very Poor	NA	NA	SV	1
026	BA	-12	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
027	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
028	BA	-16	Black willow	Salix nigra	Fair	NA	NA	SV	1
029	BA	-16	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
030	BA	-1	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
031	BA	-2	Black willow	Salix nigra	Poor	NA	NA	SV	1
032	BA	-16	Black willow	Salix nigra	Fair	NA	NA	SV	1
033	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
034	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
035	BA	-15	Black willow	Salix nigra	Poor	NA	NA	SV	1
036	BA	-15	Black willow	Salix nigra	Poor	NA	NA	SV	1
037	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
038	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
039	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
040	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
041	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
042	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
043	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
044	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
045	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
046	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
047	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
048	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
049	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
050	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
051	BA	-16	Black willow	Salix nigra	Poor	NA	NA	SV	1
052	SM	-1	White Maple	Aster saccharinum	Good	n/s	NA	SV	1
053	SM	-2	White Maple	Aster saccharinum	Good	NA	NA	SV	1
054	SM	-2	White Maple	Aster saccharinum	Good	NA	NA	SV	1
055	BA	-15	Black steeple	Aster inguifolius	Good	NA	NA	SV	1
056	BA	-5	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
057	BA	-16	Black steeple	Aster inguifolius	Very Poor	NA	NA	SV	1
058	BA	-16	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
059	BA	-16	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
060	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
061	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
062	BA	-12	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
063	BA	-4	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
064	BA	-12	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
065	BA	-16	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
066	BA	-16	Black steeple	Aster inguifolius	Fair	NA	NA	SV	1
067	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
068	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
069	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
070	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
071	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
072	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
073	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
074	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
075	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
076	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
077	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
078	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
079	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
080	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
081	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
082	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
083	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
084	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
085	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
086	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
087	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
088	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
089	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
090	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
091	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
092	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
093	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
094	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
095	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
096	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
097	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
098	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
099	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1
100	BA	-16	Black steeple	Aster inguifolius	Poor	NA	NA	SV	1

LANDMARK TREES			
LANDMARK TREES REMOVED:	2	(REPLACE AT 100% OF REMOVED DBH)	
32" DBH x 1 =		32" REPLACEMENT	
LANDMARK TREES SAVED:	0	(CREDIT OF 2X DBH)	
" DBH x 2 =		" CREDIT	
32 - 0 =	0	= 32	
113" TOTAL DBH REQUIRED FOR REPLACEMENT			

CONDITIONAL REZONING

5. **PUBLIC HEARING - CONDITIONAL REZONING (CR JPLN2022-001)** – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District)

Mr. Carlisle reviewed background information on the Conditional Rezoning application for Homestead Condominiums. He addressed the proposed development as relates to existing natural features, floodplain, wetlands, tree cover and the Lane Drain. Mr. Carlisle stated the development would be constructed outside of the wetlands and floodplain.

Mr. Carlisle identified amenities offered by the applicant. He asked the applicant to address guest parking and the community park and trail connection to the existing regional trailways, specifically if the trail would be open to the public, maintenance responsibility and if access easements would be required.

Mr. Carlisle said review of traffic by the City's engineering consultant, OHM, indicated traffic generated by the proposed development would be minimal, adding fewer than 20 vehicle trips during the peak hour. Mr. Carlisle addressed renderings, building materials, elevations and housing types proposed by the applicant.

Mr. Carlisle asked Planning Commission members to take into consideration public comments expressed at the Public Hearing this evening and to consider if the plan meets Conditional Rezoning Standards and Site Plan Design Standards.

Discussion among administration and Planning Commission:

- Building height; measurement, height of typical two-story house.
- Community park trail connection to regional trailways; maintenance, access.
- Landscaping; removal of trees, re-forestation.
- Estimation of 8 to 12 homes could be built on site as currently zoned.
- Contractual obligation of developer to build according to site plan.

Project Architect Jim Eppink introduced the project team seated in the audience and announced a new company branch as *Tableau* of Mondrian Properties.

Mr. Eppink narrated a PowerPoint presentation of the proposed development. Mr. Eppink said the team feels the proposed plan is a transitional use to existing surrounding properties. He compared existing R-1E zoning to the proposed RT zoning as relates to lot size and density. Mr. Eppink addressed the building area of the site, preservation of natural resources, stormwater management and amenities offered. Mr. Eppink said the homeowners' association would maintain the community park and trail in perpetuity and the regional railway system would continue to maintain theirs. He said the trail would be for public use and appropriate signage would be placed to designate the proposed development as private property. He indicated the project team would work with the City to extend the railway system.

Mr. Eppink identified the housing types, architecture and building materials. He indicated only 9 of the 30 homes proposed are on the second floor. Mr. Eppink said the applicant's intent is to lease the independent homes and to market the development as a 50+ community but with no age-restricted covenants. He expressed confidence that there is sufficient parking for both residents and guests.

There was discussion, some comments related to:

- Trailways; commitment to connect and expand trail network, maintenance, potential partnership among collective entities.
- Material and landscaping of trail.
 - Crushed gravel/cinder.
 - Natural feel to landscaping, prairie seed mix, flowers to attract butterflies.
- Stormwater management.
- Building mid-roof height.
 - Ranch - 24 feet.
 - Single living - 24.5 feet; second story living - 25.5 feet.
- Re-forestation plan, landscaping, replacement of trees, species and height.
- Manicured lawns versus natural lawns.
- Neighborhood meeting invitation, attendance.
- Parking options; garage, driveway, street.
- Buffer to neighboring properties.

Ms. Dufrane advised the Board that amenities must be offered by the applicant in a Conditional Rezoning application.

Mr. Savidant announced at last count 30 email messages were received by the Planning Commission on the proposed development. He said the collective messages were emailed to Board members and hard copies of the messages were provided to members prior to the beginning of the meeting.

PUBLIC HEARING OPENED

- James Horne, 3151 Helena; addressed wildlife, flooding, swampy environment.
- Tom Avery, 3349 Talbot; encouraged connection of trail, addressed existing erosion of property, wetland, flooding.
- John Phillips, 3302 Frankton; addressed access for second floor residents, reduction in number of buildings, existing environment and wildlife, liability and perceived disorderly conduct on trail, buffer of residential, flooding.
- Odeta Fecani, 3312 Louis; voiced opposition; addressed concerns with decrease in home value, flooding, environmental impact, downside to lease homes, impact on elementary school enrollment.

PUBLIC HEARING CLOSED

Mr. Savidant addressed the engineering stormwater design process to not negatively impact abutting properties in terms of drainage. He said the design would not exacerbate

any situation but could improve the situation. Mr. Savidant addressed the wildlife environment and preservation of trees and new trees to be planted.

Ms. Dufrane said there are ways to address any disorderly conduct should there be such along the trailways. She clarified the proposed development is a private development with a private access road.

Mr. Buechner said his home is located along a major railway system and he has not experienced any disorderly conduct concerns for the past 25 years.

Mr. Eppink said economics substantiate the request for six buildings in lieu of four. He shared the total count of 90 available parking spaces is a fair and conservative estimation.

Resolution # PC-2022-07-042

Moved by: Tagle

Support by: Krent

RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to RT Conditional Rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois, north of Big Beaver, within Section 22, being approximately 9.5 acres in size, be **GRANTED**, for the following reasons:

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

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

1. Provide Conditional Rezoning Agreement prior to City Council consideration.

Discussion on the motion on the floor.

Comments related to the connection of the trail to the regional trailways and amenities offered in the Conditional Rezoning Agreement.

Chair Lambert expressed concerns that the plan does not explicitly address adequate protection and screening of adjacent properties, especially for residents on Louis and Troy.

Vote on the motion on the floor.

Yes: Buechner, Faison, Hutson, Krent, Malalahalli, Rahman, Tagle
No: Lambert
Absent: Perakis

MOTION CARRIED

Chair Lambert said his no vote is based on providing adequate screening of adjacent properties.

DATE: July 26, 2022

TO: Planning Commission

FROM: R. Brent Savidant, Community Development Director

SUBJECT: PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

The applicant Tableau by Mondrian seeks a conditional rezoning of the subject parcel from R-1E (One Family Residential) to RT (One Family Attached Residential District). The subject site is 9.54 acres in area. The applicant proposes a total of 30 units within 6 buildings.

The applicant is voluntarily offering the following conditions:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

The Planning Commission is a recommending body for this application.

The attached report prepared by Carlisle/Wortman Associates, Inc. (CWA), the City's Planning Consultant, summarizes the project. CWA prepared the report with input from various City departments including Planning, Engineering, Public Works and Fire. City Management supports the findings of fact contained in the report and the recommendations included therein.

Attachments:

1. Maps
2. Report prepared by Carlisle/Wortman Associates, Inc.
3. Anticipated Traffic Impacts, Memo prepared by OHM Advisors, dated June 15, 2022.
4. Floodplain memo, prepared by Scott Finlay, Deputy City Engineer.
5. Preliminary Site Plan Packet with supporting documents.

G:\CONDITIONAL REZONING\JPCR2022-001 HOMESTEAD\PC Memo 07 26 2022.docx

POTENTIAL RESOLUTION RECOMMENDING DENIAL

PUBLIC HEARING – CONDITIONAL REZONING (CR JPLN2022-001) – Proposed Homestead Condominiums, East side of Livernois, North of Big Beaver (PIN 88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District).

Resolution # PC-2022-07-

Moved by:

Seconded by:

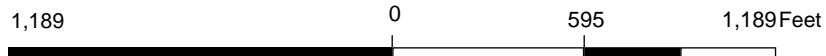
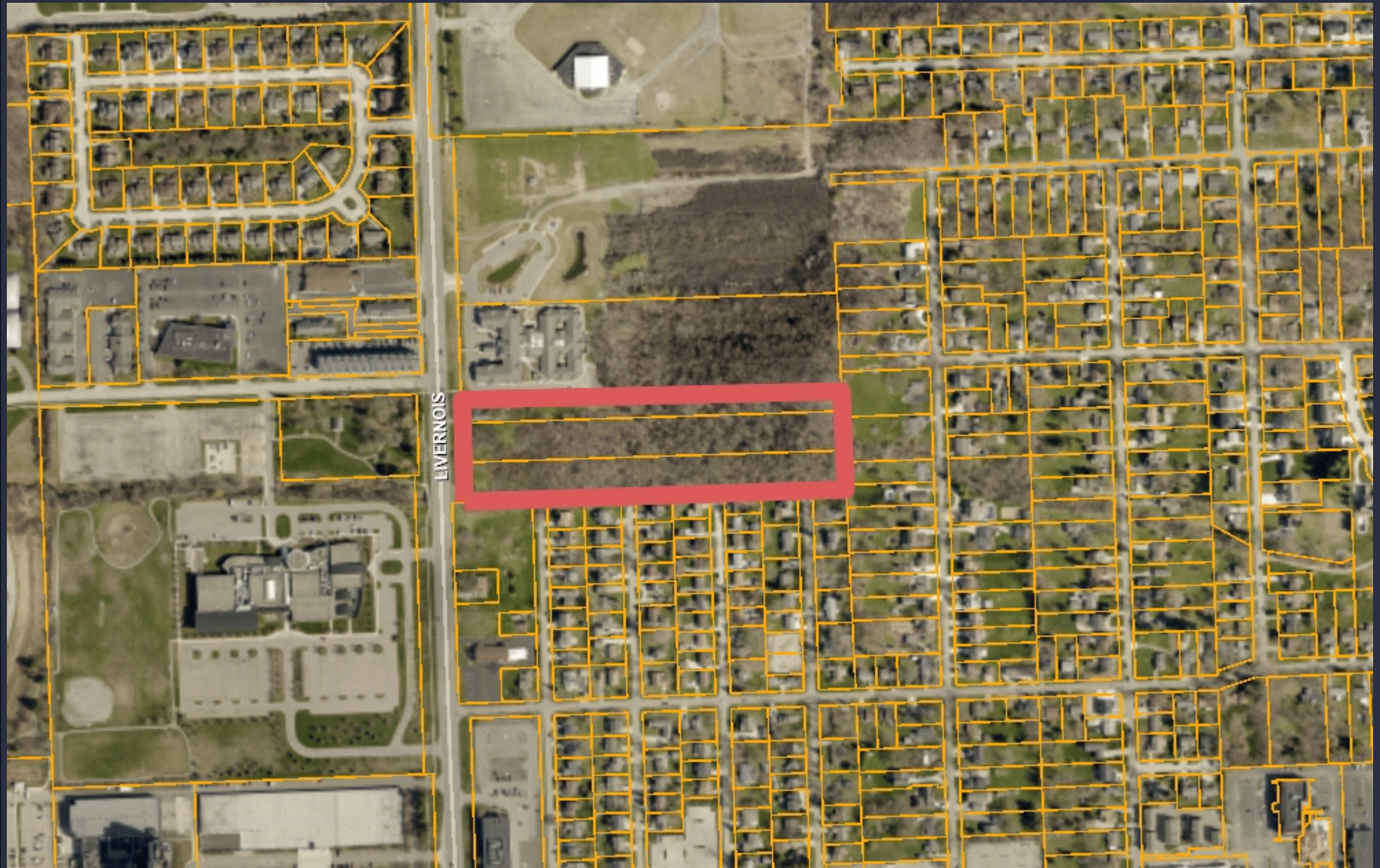
RESOLVED, That the Planning Commission hereby recommends to the City Council that the R-1E to RT conditional rezoning request, as per Section 16.04 of the City of Troy Zoning Ordinance, located on the east side of Livernois, north of Big Beaver, within Section 22, being approximately 9.5 acres in size, be **DENIED** for the following reasons:

1. The request does not comply with the Master Plan.
2. The conditions offered by the applicant do not reasonably protect the adjacent properties.
3. The rezoning would be incompatible with surrounding zoning and land use.

Yes:

No:

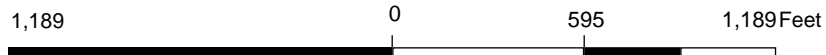
MOTION PASSED / FAILED



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



GIS Online



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.



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: July 19, 2022

Conditional Rezoning and Site Plan Review For City of Troy, Michigan

Applicant:	Mondrian
Project Name:	Homestead
Plan Date:	May 18, 2022
Location:	West side of Livernois, north of Big Beaver
Zoning:	R1-E, Single Family Residential
Proposed Zoning:	Conditionally rezoned RT, One Family Attached
Action Requested:	Conditional Rezoning and Site Plan Approval

SITE DESCRIPTION

An application has been submitted to conditionally rezone a 9.5-acre site to construct 30-one-family attached units. The 9.5-acre site includes 3 parcels. The site is currently zoned R1-E, which does not permit multiple family residential. The applicant seeks to conditionally rezone the site to RT, One-family attached. One condition proposed by applicant is the site plan. Additional conditions are described below.

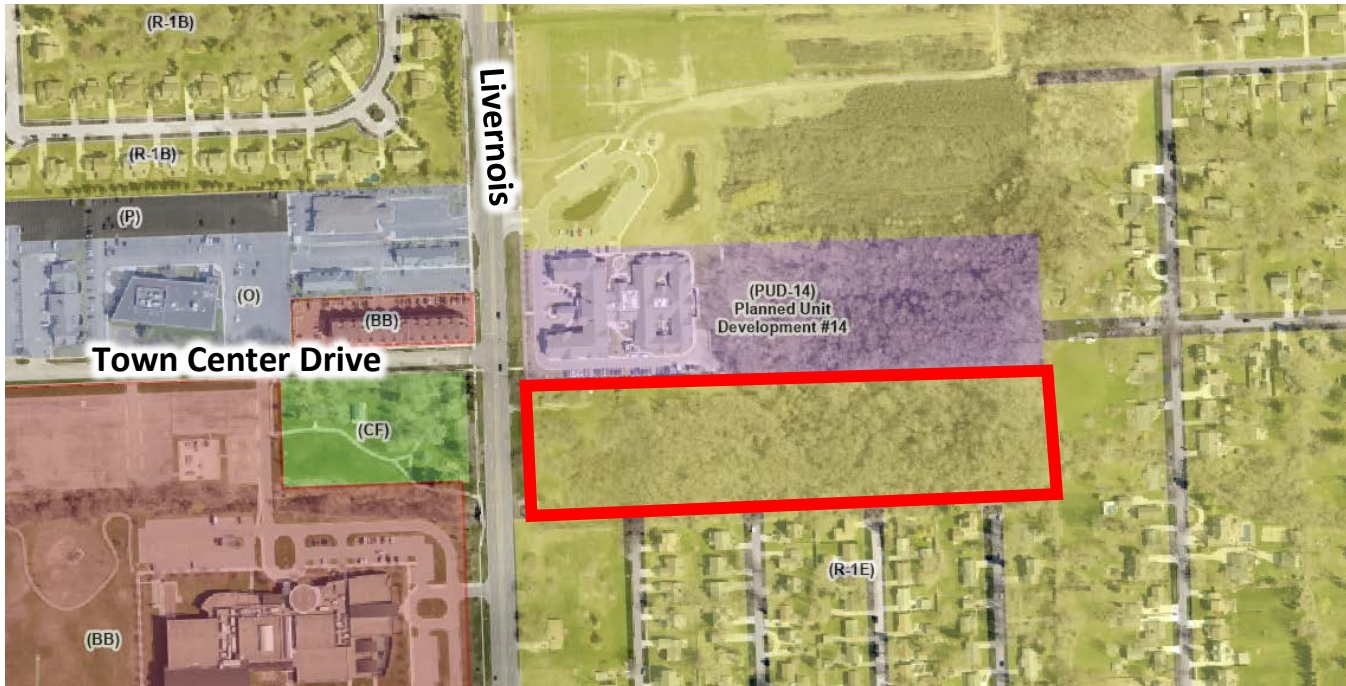
The subject site is located on the east side of Livernois, north of Big Beaver. Access is via a new private road off Livernois. The 30-units will be distributed in six buildings with five units each. Three (3) buildings will be ranch-style & three (3) will be single-level living condo buildings. Ranch-style housing will range from 1,735 to 1,840 sf per unit. Single level condos will range from 1,317 to 1,488 sf per unit.

The site is encumbered with floodplain, wetlands, and tree cover. The applicant proposes to build the homes outside of the floodplain and wetlands. However, within the floodplain, the

applicant proposes detention, community park, butterfly garden, exercise stations, stone paths, and easement to the regional trail system. This will require cut and fill in the floodplain.

Site Location:





Proposed Uses of Subject Parcel:

Thirty (30) multi-family dwelling units.

Current Use of Subject Property:

Single Family Home

Current Zoning:

The property is currently zoned R1-E, One Family Residential.

Surrounding Property Details:

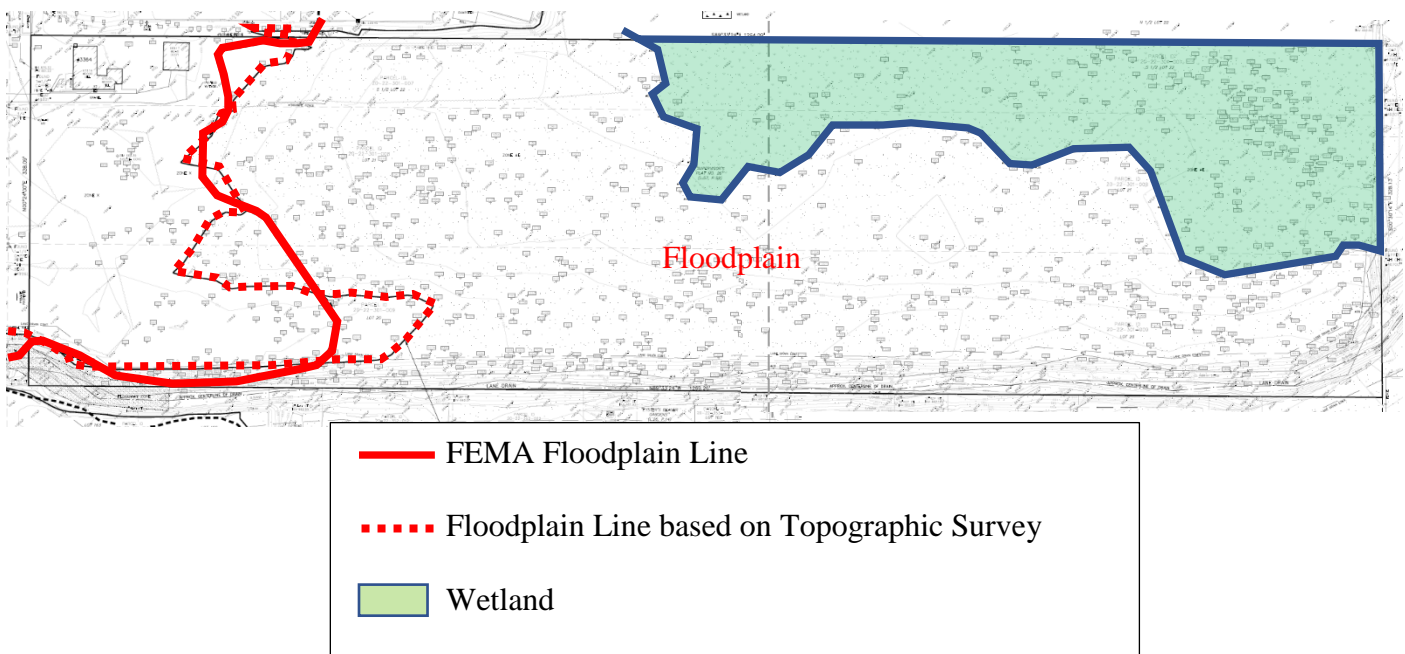
Direction	Zoning	Use
North	PUD	Senior Living Facility and Preserved Open Space
South	R1-E, Single Family	Single Family Residential / Place of Worship
East	R1-E, Single Family	Single Family Residential
West	CF, Community Facility, Big Beaver	Multiple Family Residential, Park, Community Center

NATURAL FEATURES

Topography: A topographic survey has been provided on sheet P-1.1. The site is relatively flat with a lower elevation along the southern property line, which is the Lane Drain.

Wetlands: There is a state regulated wetland at the northeast corner of the site. The applicant proposes to maintain the wetland, however they will have a slight impact to the wetland to provide the access to regional trail.

Floodplain: Most of the site is located within the floodplain. The applicant is requesting a floodplain map amendment based on topographic survey. In addition, the Lane Drain runs along the south side of the property.



As noted, the proposed development will require cut and fill in the floodplain. The Engineering Department has provided a memo outlining cut and fill in more detail.

The applicant received a Conditional Letter of Map Revision (CLOMR) from FEMA. This letter conditionally amends the floodplain line.

From the FEMA website:

Conditional Letter of Map Revision (CLOMR)

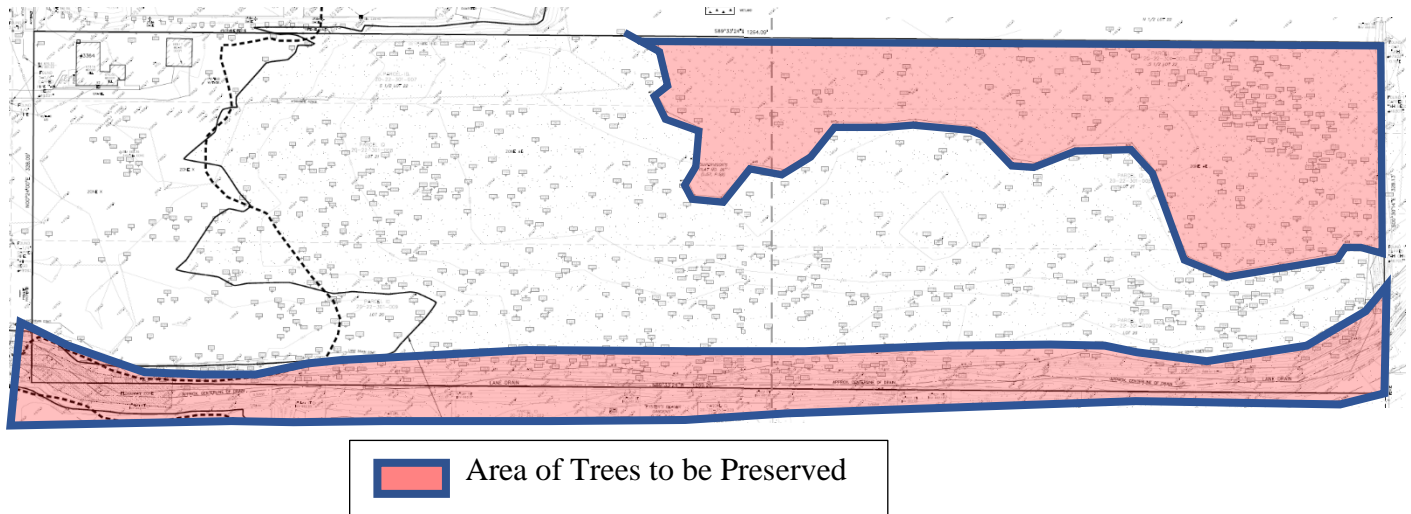
FEMA's comment on a proposed project that would, upon construction, affect the hydrologic or hydraulic characteristics of a flooding source and thus result in the modification of the existing regulatory floodway, the effective Base Flood Elevations (BFEs), or the Special Flood Hazard Area (SFHA). The letter does not revise an effective NFIP map, it indicates whether the project, if built as proposed, would be recognized by FEMA. FEMA charges a fee for processing a CLOMR to recover the costs associated with the review. Building permits cannot be issued based on a CLOMR, because a CLOMR does not change the NFIP map.

Once a project has been completed, the community must request a revision to the Flood Insurance Rate Map (FIRM) to reflect the project. "As-built" certification and other data must be submitted to support the revision request.

Woodlands:

The cut and fill requires regrading in the floodplain and removal of existing vegetation. A tree inventory and replacement plan has been provided on Sheet T.1.0-T.1.4. The applicant surveyed a total of 809 trees on site. The site includes numerous invasive trees including silver maples, box elder, black walnut, elm, and cottonwood. Of the 809 trees they are saving 407, many which are not protected by the woodland ordinance. Of the 809 trees surveyed 57 were protected trees. The applicant surveyed 55 woodland trees, preserving 8 and 2 landmark trees, preserving none.

Replacement Details		
Protected Tree	Inches Removed	Replacement Required
Landmark	32 inches	32 inches
Woodland	473 inches	237 inches
Protected Tree	Inches Preserved	Credit
Landmark	0 inches	156 inches
Woodland	78 inches	0 inches
Protected Replacement Required	269 Inches	
Preservation Credit	156 Inches	
Total	113-inches	
Total Tree Mitigation	113 trees / 3 inches = 38 3-inch trees	



Items to be addressed: none

CONDITIONS

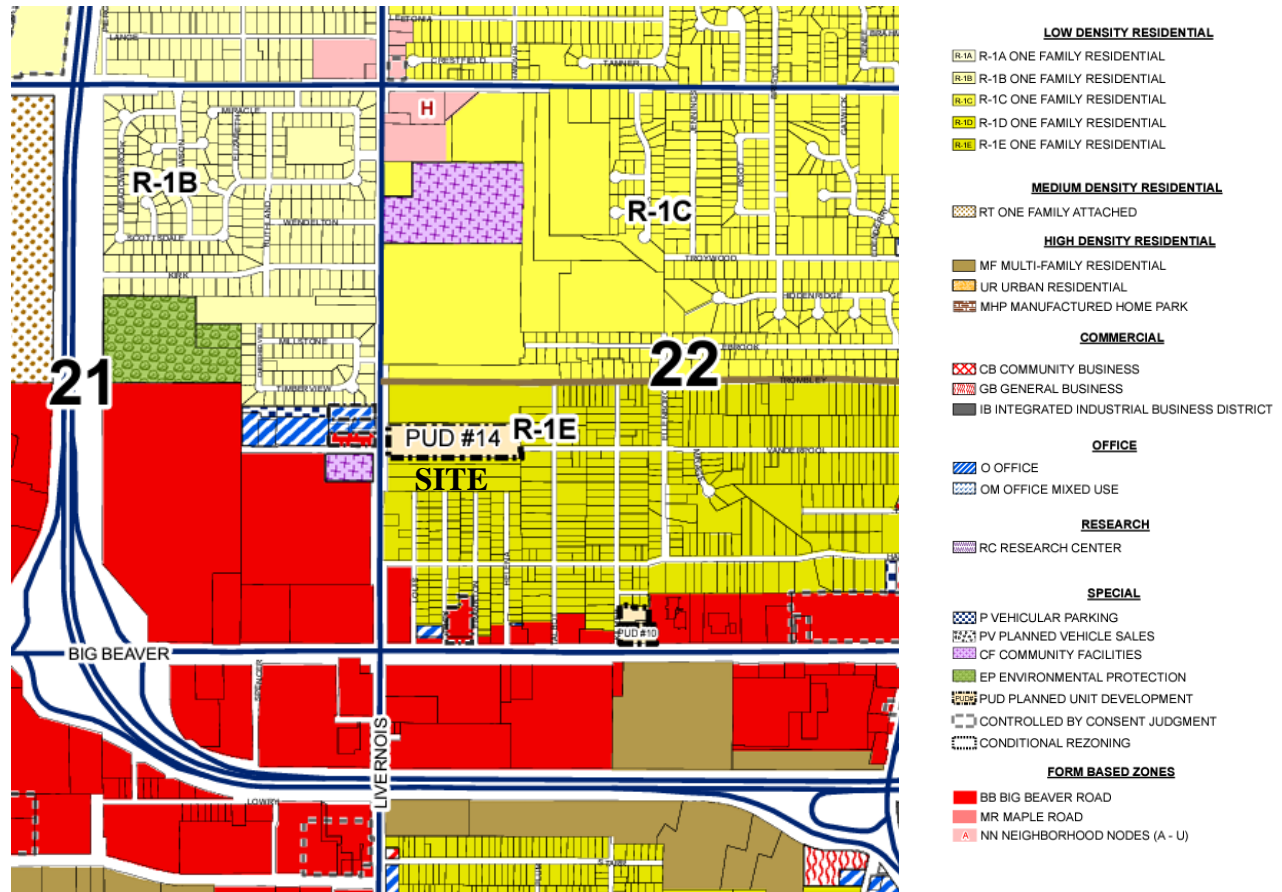
The following conditions have been voluntarily offered by the applicant:

1. *The Site Plan is a condition of approval.*
2. *Conform to RT Zoning*
3. *Development shall be limited to a maximum of 6-buildings with 30 total units.*
4. *Maximum Building Height shall not exceed 2 stories or 30' in height:*
5. *Maximum % of Lot Area Covered by Buildings will be thirty percent (30%),*
6. *Building materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials.*
7. *Each unit shall have a minimum of a one-car garage on the first level of each unit.*
8. *Additional Features & Amenities:*
 - a. *Community Park & Gathering Area*
 - b. *Walking Trails Internal & External Sidewalks*
 - c. *Ability to Connect to Troy Trails*
 - d. *Exercise & Fitness Stations*
 - e. *Butterfly Gardens*
 - f. *Park Benches*
 - g. *Livernois Frontage Landscape & Decorative Stone Walls*
 - h. *Landscape Boundary Buffer Plantings & Preservation of Natural Features*
9. *Significant Tree Plantings & Re-forestation.*
10. *No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances.*
11. *Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor*

changes are those that in the discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

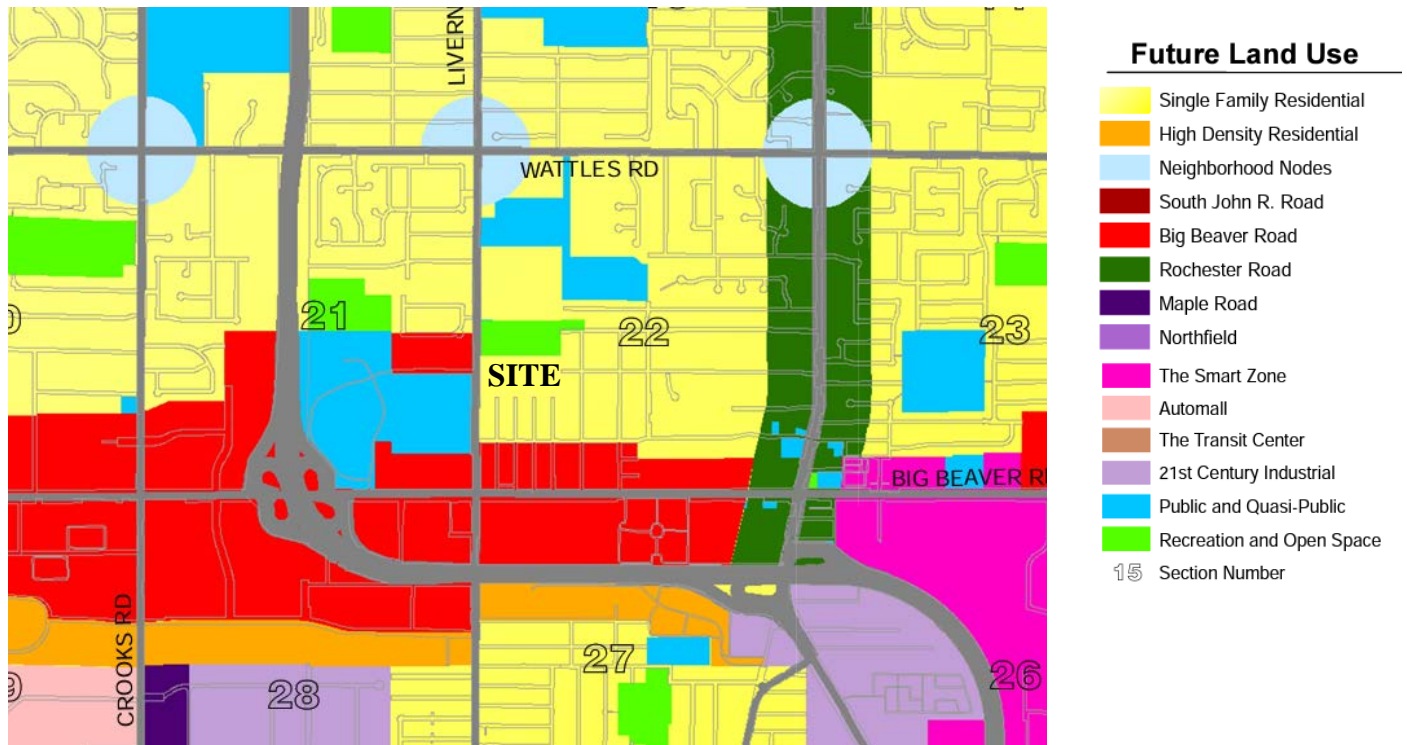
If the Conditional Rezoning is recommended for approval by the Planning Commission, a Conditional Rezoning agreement will be drafted between the applicant and the City Attorney's office prior to consideration by the City Council.

ZONING



Direction	Zoning	Use
North	PUD	Senior Living Facility and Preserved Open Space
South	R1-E, Single Family	Single Family Residential / Place of Worship
East	R1-E, Single Family	Single Family Residential
West	CF, Community Facility, Big Beaver	Multiple Family Residential, Park, Community Center

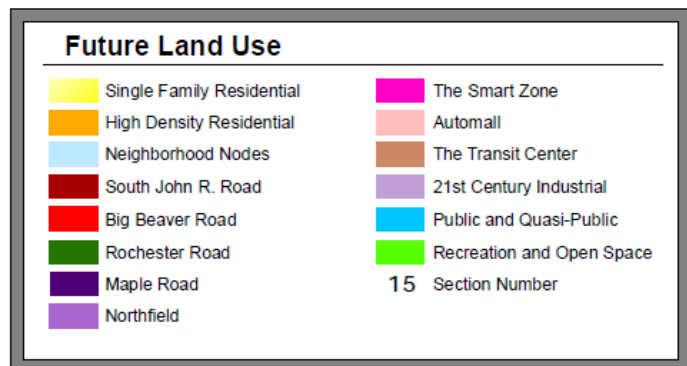
The applicant is seeking a conditional rezoning to RT One Family Attached. The nearest RT zoning is northwest of this site, on the west side of I-75, south of Wattles.

MASTER PLAN

According to the Future Land Use Plan this area is planned as Single Family Residential. The existing zoning as One-Family Residential supports this intent and is consistent with existing zoning and future land use goals of those parcels immediately east, north and south.

The proposed land use as RT, One-family attached is more intense than the uses intended, however, it is consistent with existing land uses of parcels located to its north (senior facility) and the to the west (apartment building).

Items to be addressed: None.



REZONING STANDARDS

As set forth in section 16.04.C.3, the Planning Commission should consider the following standards. A Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

1. *The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.*
2. *The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:*
 - a. *A change in City policy since the Master Plan was adopted.*
 - b. *A change in conditions since the Master Plan was adopted.*
 - c. *An error in the Master Plan.*
3. *The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.*
4. *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*
5. *The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.*

SITE ARRANGEMENT

The applicant is proposing to construct thirty (30) units. The 30-units will be distributed in six buildings with five units each. The units will be accessed from a private road which is accessed off Livernois.

The rear of the site will remain as undeveloped in the form of a detention, community park, and preserved wetlands.

Items to be addressed: None.

AREA, WIDTH, HEIGHT, SETBACKS

Section 4.07 establish the dimensional requirements for RT One-family Attached District. The requirements of RT Zoning District and the proposed dimensions are shown in the following table.

	Required	Provided	Compliance
Front (Livernois)	50-feet	50-feet	Complies

Side (north)	5-feet /15-feet combined	35-feet	Complies
Side (south)	5-feet /15-feet combined	35-feet	Complies
Rear (South)	35-foot minimum setback	More than 35-feet	Complies
Lot Width	40 feet	328 feet	
Building Height	2.5-stories, 30 feet in height.	Elevations not provided	Can not confirm
Lot Coverage (Building)	30%	28.33%	Complies
Minimum Open Space	20%	22.68%	Complies
Parking Location	Cannot be located in front yard	Parking lots not in front yard	Complies

Items to be addressed: None

PARKING

Section 13.06.G of the Zoning Ordinance requires:

	Required	Provided
Residential (General): 2 spaces per unit	30 units = 60 spaces	60 spaces
Barrier Free	0	0
Bicycle Parking	2	Internal to building
Loading	0	0
Total	60 spaces	60 spaces

The applicant has not provided any dedicated guest parking. Due to the narrow width of the road and numerous driveway cuts, it is unclear if any parking on street would be possible. We recommend that the applicant provide some dedicated guest parking.

Items to be Addressed: Provide dedicated guest parking.

SITE ACCESS AND CIRCULATION

The units will be accessed from a private road which is accessed off Livernois. The private road includes a cul-de-sac to allow for vehicular turnaround. Vehicular access and circulation have been reviewed and approved by the City Fire Department and City Engineering Department.

Items to be addressed:**TRAFFIC**

The City's engineering consultant, OHM, has reviewed the traffic memo. Summary of OHM's review:

The table below provides the calculated number of trips generated for the proposed development, based on the ITE Trip Generation Manual for Single-Family Attached Housing (ITE Land Use Code #215).

Number of Dwelling Units	Number of Site-Generated Trips								
	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
30 units	3	7	10	8	6	14	89	89	178

The traffic generated by the proposed development is minimal, adding fewer than 20 vehicle trips during the peak ("busiest") hour. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

As a point of comparison, traffic counts taken in January 2022 on Livernois Road (between Big Beaver Road and Wattles Road) indicate this segment carries approximately 20,000 vehicles per day, and roughly 1,600 vehicles during the PM peak hour. Amongst typical weekdays, traffic volumes during the peak hours alone often vary by 10%+ from one day to the next. These day-to-day fluctuations result in peak hour traffic volumes that vary by hundreds of vehicles. The proposed subdivision is expected to generate only 14 vehicles during the peak hour.

Items to be addressed: None

LANDSCAPING

A landscaping plan has been provided on Sheet L101. The following table discusses the development's compliance with the landscape requirements set forth in Section 13.02.

	Required:	Provided:	Compliance:
Greenbelt Planting			
<u>Livernois: 1 tree every 30 feet</u>	328 / 30 = 11	11 trees	Complies
<u>Southern property line:</u>			
<u>Landscape buffering:</u> Required buffering between two differentiating land uses. Alternative 1 or 2.	1,227 / 10 = 123 trees	68 new trees + existing vegetation	Complies with Planning Commission consideration

1 large evergreen every 10 feet or 1 narrow evergreen every 3 feet. Alternative screening method may be considered by the Planning Commission.			
Overall			
<u>Site landscaping:</u> A minimum of twenty percent (20%) of the site area shall be comprised of landscape material. Up to twenty-five percent (25%) of the required landscape area may be brick, stone, pavers, or other public plaza elements, but shall not include any parking area or required sidewalks.	20%	Over 20%	Complies
<u>Mitigation</u>	38 3-inch trees	38 trees	Complies

Community Park and Trail Access:

The applicant is proposing a community park and trail connection to the City of Troy regional trail. The community park includes landscaping, benches, trails, butterfly gardens, and exercise stations. The material (gravel, concrete, asphalt, etc) of the trail has not been indicated.

The applicant should clarify if the community park is open to the general public or only for the use of the residents of the development. If open to the general public an easement will need to be provided. Are the future homeowners expended to maintain park? A long-term maintenance plan should be provided.

Items to be Addressed: 1). Confirm material of the trail; 2). Clarify if the community park is open to the general public or only for the use of the residents of the development. If open to the general public an easement will need to be provided; and 3). Provide long-term maintenance plan for community park.

PHOTOMETRICS

Applicant did not provide photometric plan. Provide photometric plan.

Items to be Addressed: Provide Photometric Plan.

FLOOR PLAN AND ELEVATIONS

The applicant has provided renderings and floor plans but has not provide elevations. Materials include black brick, white hardi board siding, and black metal roofs.



Planning Commission to consider architectural style and material selection.

Items to be Addressed: 1). Provide elevations; and 2). Planning Commission to consider architectural style and materials.

SITE PLAN REVIEW STANDARDS

The Site Plan review standards provide the Planning Commission with direction when reviewing the proposed site plan and design features of this development.

Section 8.06 outlines Site Plan Review Design Standards.

1. *Development shall ensure compatibility to existing commercial districts and provide a transition between land uses.*
 - a. *Building design shall enhance the character of the surrounding area in relation to building and parking placement, landscape and streetscape features, and architectural design.*
 - b. *Street fronts shall provide a variety of architectural expression that is appropriate in its context and prevents monotony.*
 - c. *Building design shall achieve a compatible transition between areas with different height, massing, scale, and architectural style.*
2. *Development shall incorporate the recognized best architectural building design practices.*
 - a. *Foster a lasting impact on the community through the provision of high quality design, construction, and detailing.*

- b. *Provide high quality, durable materials, such as but not limited to stone, brick, glass, and metal. E.I.F.S. or material equivalent shall only be used as an accent material.*
 - c. *Develop buildings with creativity that includes balanced compositions and forms.*
 - d. *Design roofs that are appropriate to the architectural style of the building and create an appropriate visual exterior mass of the building given the context of the site.*
 - e. *For commercial buildings, incorporate clearly defined, highly visible customer entrances using features such as canopies, porticos, arcades, arches, wing walls, ground plane elements, and/or landscape planters.*
 - f. *Include community amenities that add value to the development such as patio/seating areas, water features, art work or sculpture, clock towers, pedestrian plazas with park benches or other features located in areas accessible to the public.*
3. *Enhance the character, environment and safety for pedestrians and motorists.*
- a. *Provide elements that define the street and the pedestrian realm.*
 - b. *Create a connection between the public right of way and ground floor activities.*
 - c. *Create a safe environment by employing design features to reduce vehicular and pedestrian conflict, while not sacrificing design excellence.*
 - d. *Enhance the pedestrian realm by framing the sidewalk area with trees, awnings, and other features.*
 - e. *Improve safety for pedestrians through site design measures.*

REZONING STANDARDS

As set forth in section 16.06.C.3, a Conditional Rezoning may only be approved upon a finding and determination that all of the following are satisfied:

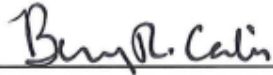
- a) *The conditions, proposed development, and/or proposed use of the land are designed or proposed for public health, safety, and welfare purposes.*
- b) *The conditions, proposed development and/or proposed use are not in material conflict with the Master Plan, or, if there is material conflict with the Master Plan, such conflict is due to one of the following:*
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 - II. *A change in conditions since the Master Plan was adopted.*
 - III. *An error in the Master Plan.*
- c) *The conditions, proposed development and/or proposed use are in accordance with all terms and provisions of the zoning district to which the land is to be rezoned, except as otherwise allowed in the Conditional Rezoning Agreement.*
- d) *Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.*
- e) *The conditions, proposed development and/or proposed use shall insure compatibility with adjacent uses of land.*

The Planning Commission should consider if the Conditional Rezoning Standards have been met.

SUMMARY

Planning Commission is asked to hold a public hearing and consider public testimony. As part of the deliberations, the Planning Commission should consider if the plan meets the conditional rezoning standards and if the plan meets the site plan design standards.

Sincerely,



CARLISLE/WORTMAN ASSOC., INC.

Benjamin R. Carlisle, LEED AP, AICP

MONDRIAN

PROPERTIES

PRESENTS



Tableau

by MONDRIAN



SECTION 1: ABOUT MONDRIAN PROPERTIES AND ITS NEW MULTI-FAMILY DIVISION

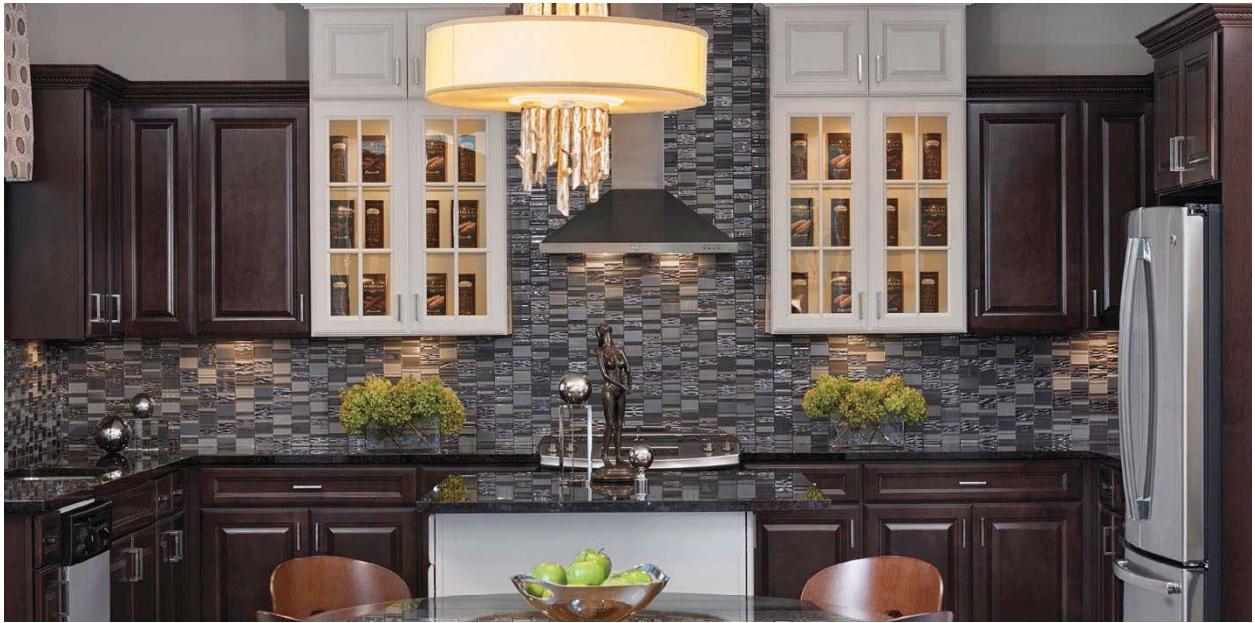
Mondrian's Background

At Mondrian Properties, we pride ourselves on developing, designing and constructing premier homes and communities for our highly valued customers. In our three-decade history, we have developed more than 40 communities in Southeastern Michigan, continually winning awards for architectural design quality.



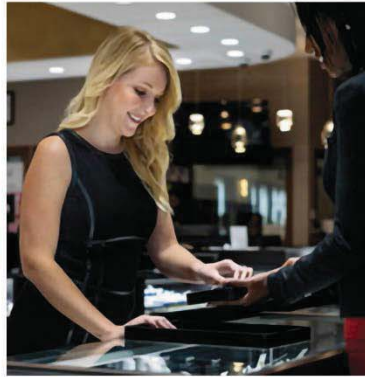
The Mondrian Mission

Our goal is to be recognized as a national leader in the area of customer-focused residential construction. Our best-in-class, well-coordinated and consummately professional team helps to realize this goal every day. It is our unrelenting dedication to achieving this goal, in combination with our commitment to integrity, that allows us to provide our clients with their dream homes.



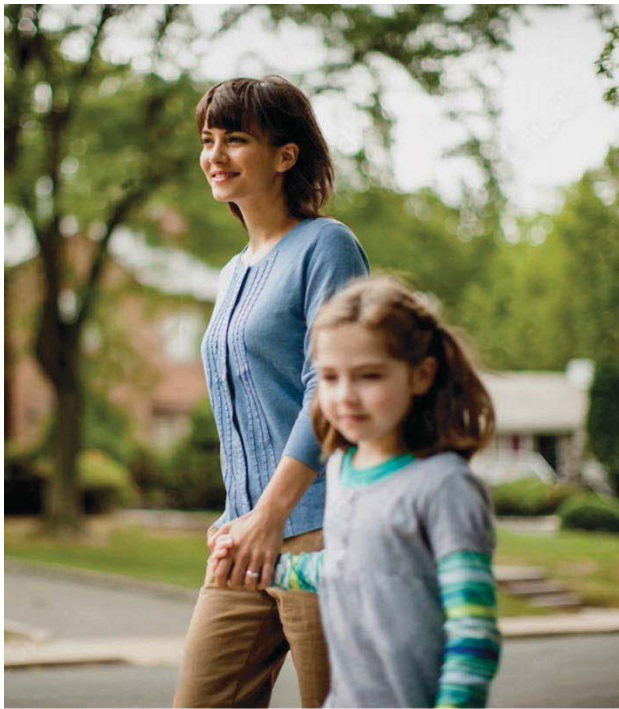
The Mondrian Lifestyle

Our architectural team creates classic designs that our construction team realizes into quality homes that exude timeless sophistication and luxurious detail. Our clients experience the next level – of convenience, of service and of quality. We take great pride in the communities we build. When you purchase a Mondrian home, you acquire so much more than a place to live; you acquire a lifestyle filled with attainable luxury.



Mondrian's Expansion into Multi-family Housing

Our team has carefully considered the guidance and insight it has understood from the City of Troy, with regard to new choices for home-shoppers in the area. And, since there is strong demand in the marketplace for different types of multi-family, for-lease, as well as for-purchase residential home types, Mondrian Properties, through its newly created subsidiary, **Tableau by Mondrian**, has decided to pursue constructing these kinds of options for the community. Also, new construction is highly popular, as compared to older construction units. Whether future communities offer 50+ or general market residences for lease, or 50+ or general market condos, Mondrian's new multi-family unit can supply any of them. Mondrian's new multi-family brand, **Tableau by Mondrian**, will offer home-shoppers the elegance for which Mondrian is known, while delivering new residences that are clearly something new and exciting – communities that would offer aspirational lifestyles to a variety of audiences – places where they could really envision themselves being fulfilled. Mondrian Properties will remain separate, but since there is a good amount of brand equity in the Mondrian name, this new brand has can leverage it as a foundation from which to drive credibility, legitimacy and familiarity in the eyes of the target audience – whichever demographic that audience may represent.



Project Applicant / Developer:

Tableau by Mondrian
50215 Schoenherr Road
Shelby Township, MI 48315
Attn: Joseph Maniaci
586-726-7350
jmaniaci@mondrianproperties.com

Development Team Consultants:

Civil Engineer:

PEA Group
John Thompson, PE
2430 Rochester Court
Troy, MI 48083
844-813-2949

Architects:

Martini – Samartino Design Group

Paul Samartino, AIA
920 E. Long Lake
Suite 200
Troy, MI 48085
248-524-0445

Landscape Architecture:

J Eppink Partners, Inc.

Jim Eppink, RLA
9336 Sashabaw Road
Clarkston, MI 48348
248-922-0789

Site Data:

Parcel Size:

9.54 acres

Location:

East side of Livernois,
north of Big Beaver Road within
the City of Troy, MI

Existing Zoning:

R-1E One Family Residential

Proposed Zoning:

RT One Family Attached Residential
using a Conditional Rezoning
Application

Proposed Uses:

30 attached single family for lease
condominium homes

SECTION 2: PROJECT NARRATIVE LETTER

H O M E S T E A D

*A Proposed Single Family Attached, For-Lease Condominium Neighborhood
In the City of Troy, Michigan*

Project Vision:

Homestead, a new neighborhood proposed to be constructed off of Livernois Road will provide beautiful, high-quality, size-appropriate housing geared towards its 50-year-old and older residents.

Mondrian Properties, the corporate parent of its new, multi-family unit, **Tableau by Mondrian**, has been building homes in Southeastern Michigan for more than three decades, and continues to be at the forefront of providing a range of quality housing choices throughout the area. In response to the City of Troy's goal to provide innovative housing alternatives that serve the City's evolving demographics, smaller household sizes, and active lifestyle choices of its residents, Tableau by Mondrian is proud to propose Homestead, a neighborhood that specifically seeks to help build the **"missing-middle"** within the community.

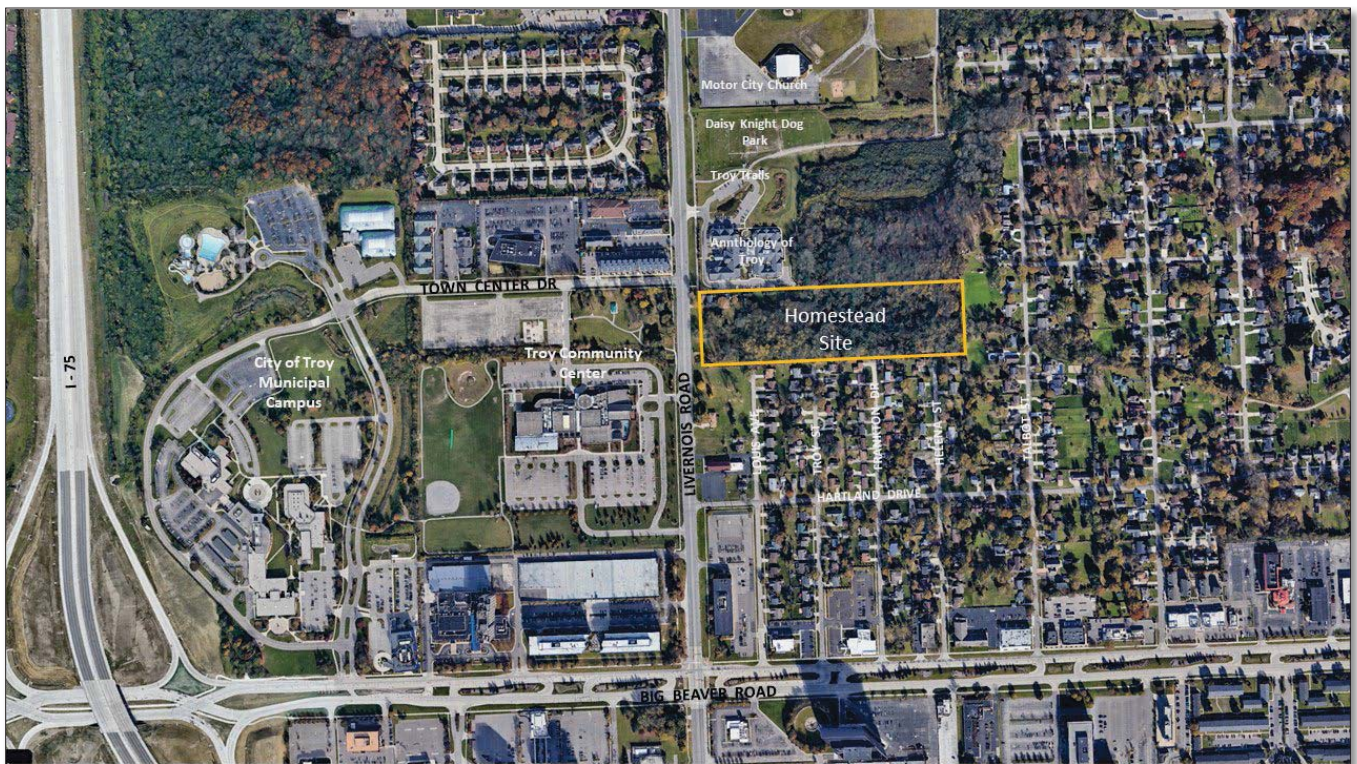
The City of Troy continues to be recognized as one of the best places to live in America. Its strong employment base, educational opportunities, shopping areas, diverse cultures, and residential neighborhoods have made it a premier family-oriented community. As its long-time residents age, however, the City of Troy has correctly recognized that it must encourage a wider range of housing choices to be built within Troy that will allow its residents to remain in the city they love, close to their families, friends, work, and churches. Providing more diverse housing choices enables residents the ability to **"age in place"** and prevent the need to move away, once the large, five-bedroom home becomes too large during their empty-nest, active senior years.

Homestead, a boutique, pocket neighborhood of only 30-residences, will provide home layouts ranging in size from 1,317 square feet to 1,840 square feet. The condominiums, designed primarily for single-level living, will be offered for-lease with an option to purchase. The Homestead neighborhood, which boasts of more than 55% open space will provide a community park for outdoor gatherings, walking trails that may connect to the larger City of Troy trail system, butterfly gardens, fitness stations with outdoor exercise equipment, sidewalks throughout, and beautifully landscaped, centrally maintained grounds.

Tableau by Mondrian has submitted the attached site plan documents and application and seeks site plan approval and conditional rezoning of the parcel(s) in order to construct this exciting neighborhood. Key attributes of the site and proposed development are outlined on the following pages and within the site plan submission documents.

SITE DATA & LOCATION:

Parcels	20-22-301-007, 20-22-301-008, 20-22-301-009
Total Size:	9.54-acres
Current Zoning:	R-1E One Family Residential District
Proposed Zoning:	RT One Family Attached Residential District
Features:	Lane Drain located at the parcel's southern boundary Wetlands and Floodplain areas currently exist on site Immediately east of the Troy Community Center and access to the Troy Trail system.



The Homestead property is located on the east side of Livernois, a short, one-quarter-mile walk north of Big Beaver Road. R-1E Single Family neighborhoods abut the property to the east and south, The Troy Community Center is located conveniently west of the site, and Anthology of Troy (a PUD) is located immediately to the north with close connection to Troy Trails and the Daisy Knight Dog Park.

The westernmost portion of the site is considered the “development zone” and can accommodate conventional construction methods for residential development. The eastern portion of the site is comprised of wetlands to the north and the Lane Drain to the south. The rear-central portion of the site will be graded to accommodate the required floodplain capacity of the site. The analysis of the physical characteristics of the site, identification of the development and floodplain cut zones, and the proposed civil engineering methods were determined independent of the proposed Homestead site plan. In other words, the western development zone, the eastern floodplain area, the natural features are consistent regardless of if the site was developed as a conventional R1-E subdivision, or as developed as the proposed RT – “Aging-in-Place,” “Missing-Middle” community.

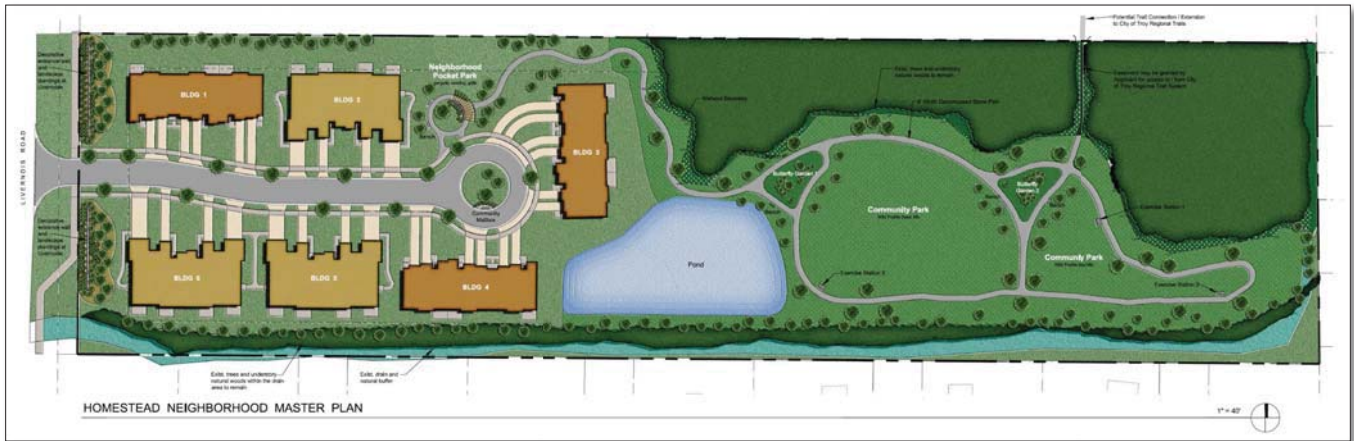


The western portion of the site has been determined to have the characteristics suitable for development, whereas the eastern portion of the site will be reserved for the preservation of the natural features, floodplain cut area, and re-forestation of the wooded areas.

SITE PLAN & ARCHITECTURAL DATA:

Building Types:	6 condominium buildings (3 Ranch with Lifestyle Space buildings & 3 Single-Level Living Condo buildings)
Total Residences:	30
Gross Density:	3.14 residences per acre
Home Sizes:	Single Level Living Condo: 1,317 – 1,488 sf Ranch with Lifestyle Space: 1,735 – 1,840 sf
Architecture:	Award winning architectural style and building materials
Site Plan Features Include:	

- Community Park & Gathering Area;
- Pergola;
- Walking Trails;
- Internal External Sidewalks with Ability to Connect to Troy Trails;
- Exercise & Fitness Stations;
- Butterfly Gardens;
- Park Benches;
- Livernois Frontage Landscape & Decorative Stone Walls;
- Landscape Boundary Buffer;
- Plantings & Preservation of Natural Features;
- Significant Tree Plantings & Re-forestation & Stormwater Management;
- Creation of Detention Basin/Decorative Wet Pond.



The Homestead neighborhood master plan places 6 beautiful condominium buildings at the western boundary closest to Livernois Road. The 30 residential units will front onto the new internal road and have direct access to Livernois. The development is just a short walk to The Troy Community Center, restaurants along Big Beaver, or connections to internal trails and the Troy Trail system. Existing wooded wetlands and the wooded Lane Drain will be maintained at the north and south respectively, and the rear center area will be land-balanced to accommodate floodplain capacity. The rear area will be planted and maintained with native prairie grasses, two butterfly gardens, buffer plantings and tree re-forestation plans, along with walking trails, fitness stations, and restful park bench areas.



Ranch Condominium with Lifestyle Space: Three “Ranch Condominiums with Lifestyle Space” buildings will be constructed within Homestead, providing a total of 12 of these unit types. Almost all the living space, including the master and second bedroom, kitchen and living room will be located on the ground floor. An additional flexible life-style space, which could be used as a home office, den, or media room, will be located on the second floor. The total square footage of these homes will range between 1,735 – 1,840 sf.



Single-Level Living Condominiums: Three “Single-Level Living Condominium” buildings will be constructed, providing a total of 18 of these unit types. All living areas within each condo will be located on a single level providing a spacious, convenient, ranch-style home. The ground floor of each building will house three units, with three additional individual units on the second floor. Each residence will have its own garage, as well as dedicated driveway parking areas. The square footage of the single-level living homes will range from 1,317 – 1,488 sf.

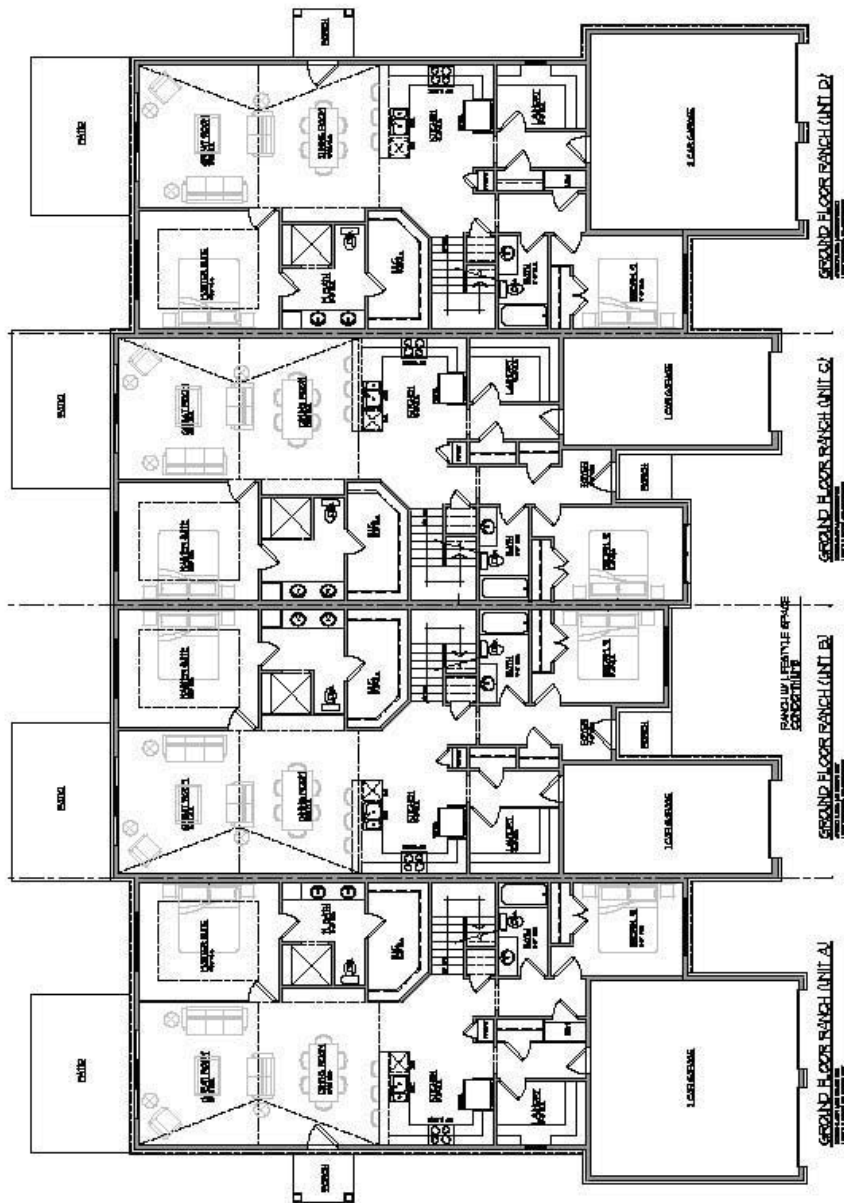
At Tableau by Mondrian, we are proud to present the Homestead neighborhood and its ability to create an “Age-in-Place,” “Missing-Middle” community that offers appropriately sized homes, beautiful architecture, functional floor plans, amenities, an abundance of site features, 55% open space, and located within walking distance of restaurants, trails, dog-parks, churches, offices, and the Troy Community Center. Our application requests a conditional re-zoning based on the uses, merits, and details reviewed here, those within the site plan submission documents, and as outlined in the accompanying application and conditional re-zoning narrative. We’ve worked closely with the community, have studied the Troy Master Plan, and we believe this development, with its open space, alternative housing choices, and walkability components, will meet the goals, intent, and spirit of the Master Plan. We believe that Homestead will become a wonderful addition to the City of Troy.

The attached Preliminary Site Plan Submission document set provides the information required by the ordinance and outlines the technical details of the development. We appreciate the opportunity to have the project reviewed by the City Planning Department and related professionals and look forward to being placed on the next available Planning Commission agenda to review and request a positive recommendation for the site plan and conditional re-zoning to enable the project to move forward.

SECTION 3: LANDSCAPE RENDERINGS



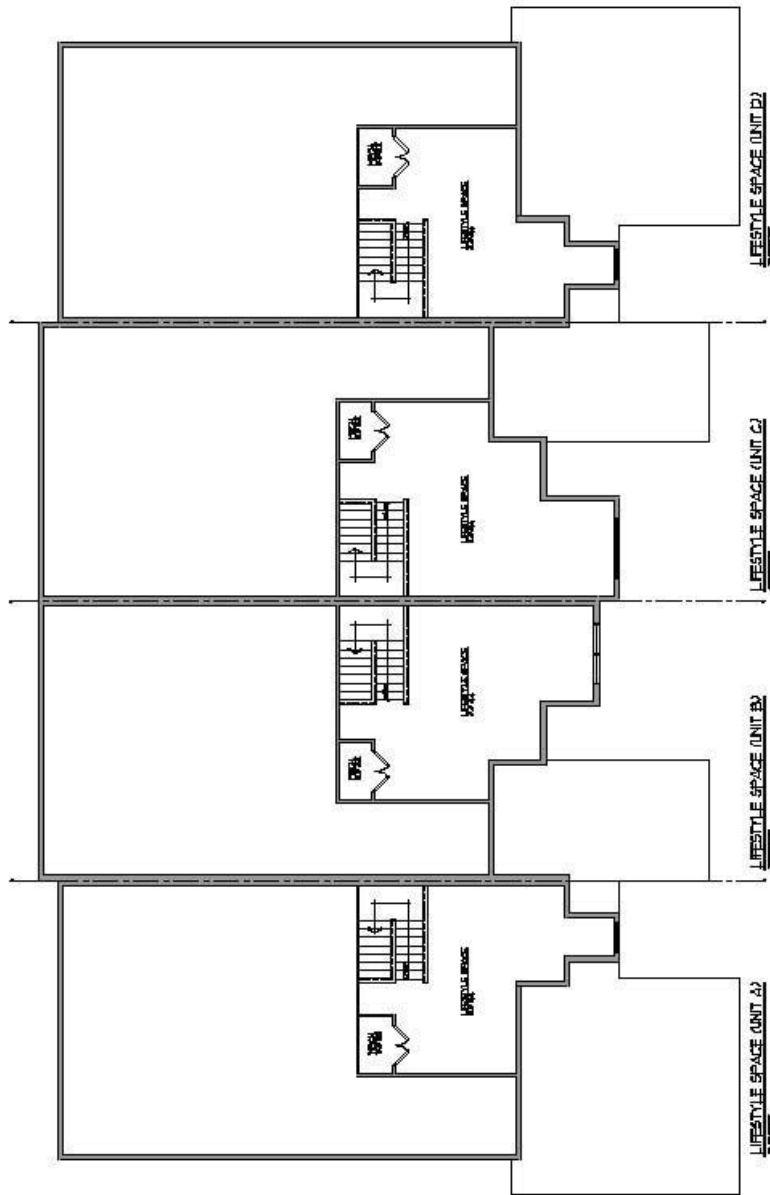
SECTION 4: HOMESTEAD FLOOR PLANS



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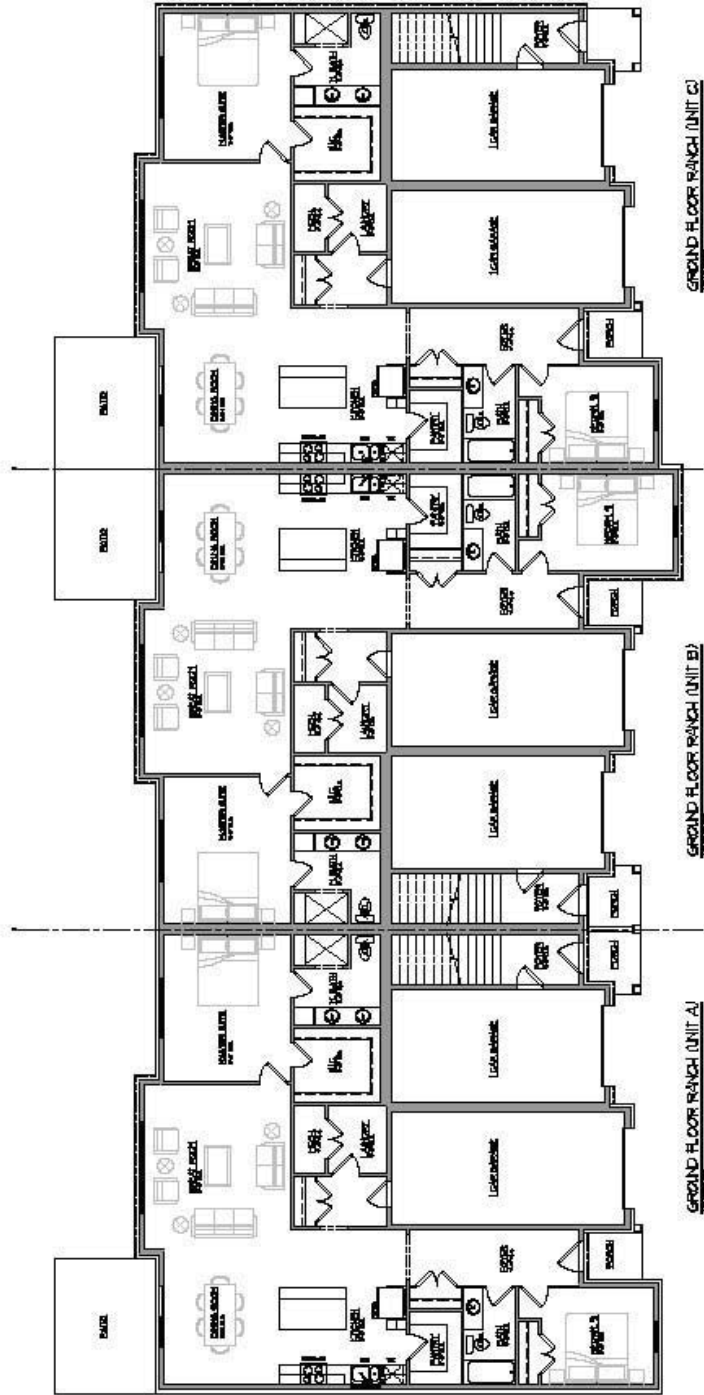
RANCH W LIFESTYLE SPACE
CONDOMINIUMS



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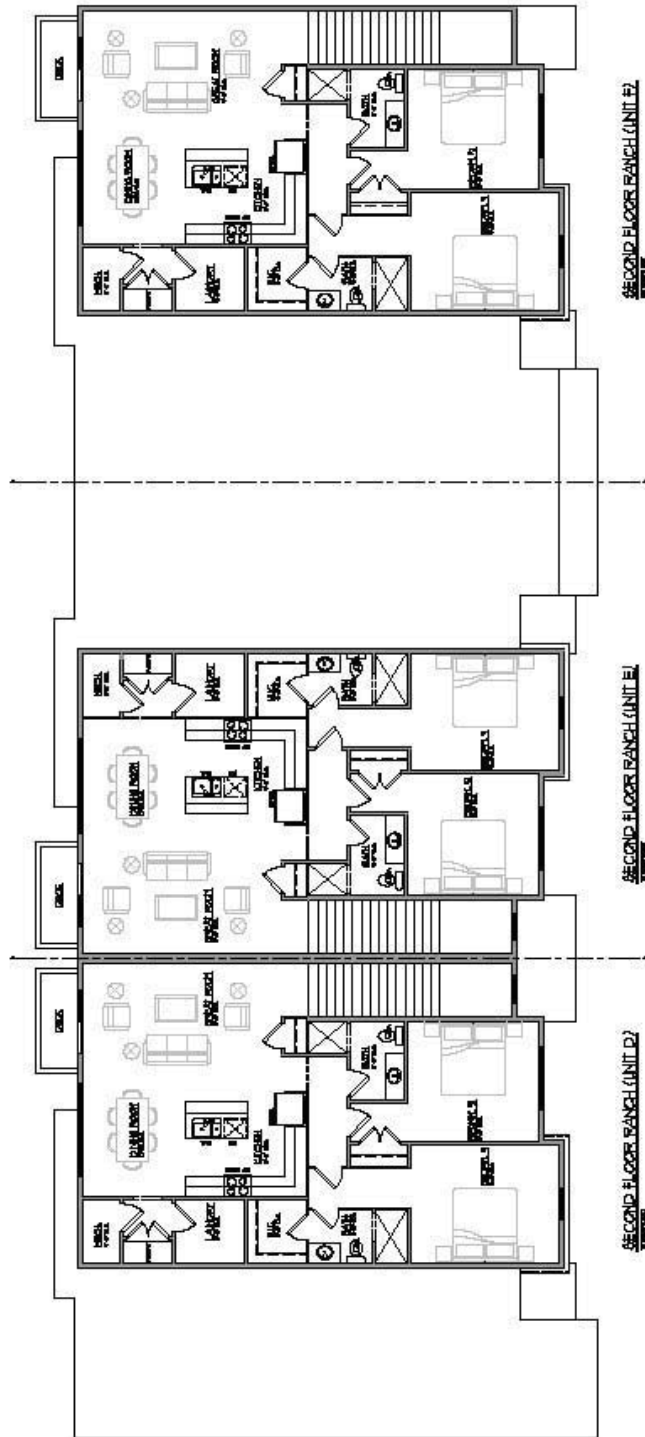
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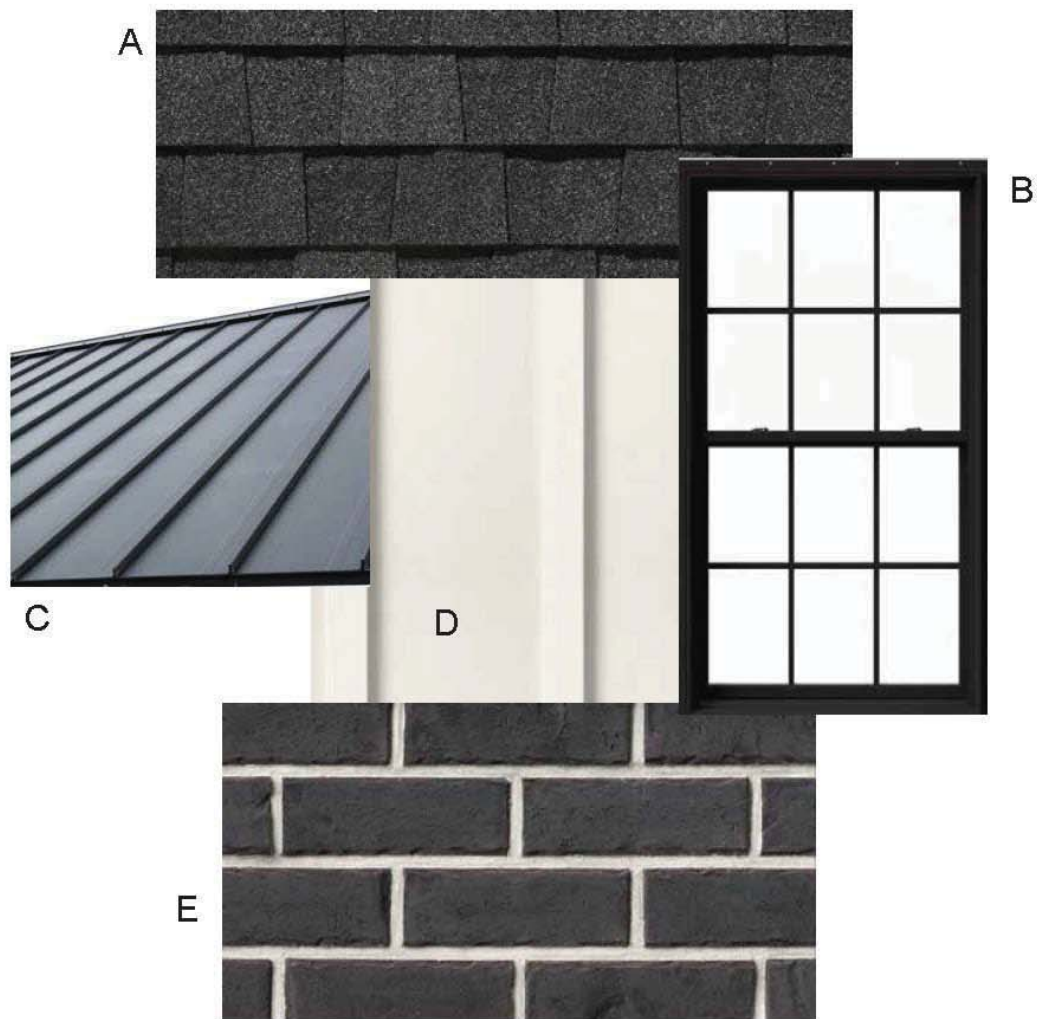


SINGLE LEVEL LIVING CONDOMINIUMS



SECTION 5: MATERIAL LIST & PICTURES

HOMESTEAD MATERIALS



- A - Pewter Dimensional Shingles
- B - Black Framed Windows and Doors
- C - Black Metal Awnings & Roofs
- D - Hardie Plank Horizontal & Vertical Siding
- E - Black Lake Brick



2430 Rochester Court, Suite 100
Troy, MI 48083

844.813.2949
peagroup.com

SECTION 6: CONDITIONAL RE-ZONE LETTERS A & B:

PEA Project No: 2021-0451

Mr. Brent Savidant
Community Development Director
City of Troy Planning Department
500 W. Big Beaver
Troy, MI 48084

**RE: Conditional Rezoning Application
Parcel # 20-22-301-007, -008, -009
Livernois Road, north of Big Beaver Road
City of Troy, Oakland County, Michigan**

Dear Mr. Savidant:

On behalf of Tableau by Mondrian, we respectfully request a change in the zoning for Parcels # 20-22-301-007, -008, -009.

Pursuant to the provisions of the Michigan Zoning Enabling Act, P.A. 110 of 2006, as amended, and pursuant to all applicable provisions of law, we are requesting the Zoning Map of the City of Troy be amended to conditionally rezone Parcel Numbers 20-22-301-007, -008, -009, from R-1E One Family Residential District to RT One Family Attached Residential District, in order to construct six attached single-family dwelling buildings for a total of 30-units.

Location & Existing Conditions:

The property is located on the east side of Livernois Road just north of the Big Beaver Road intersection. The parcel is 9.54 acres in size and currently has one house on the north property. Surrounding uses include single-family dwellings to the south and east. To the north is a PUD development (senior living). To the west is the City of Troy Community Center. The Lane Drain runs along the southerly property line. The site is largely encompassed with floodplain and there is also an area of wetlands in the northwest corner of the site.

Existing Zoning & Future Land Use:

The site is currently zoned R-1E (One Family Residential District). **(See Exhibit A)**. According to the Master Plan of 2008 and as Amended in 2016, The Future Land Use for the subject parcel is Single Family Residential, Social Neighborhood.



Proposed Use & Site Plan:

Under the proposed rezoning (**see Exhibit B**), the site would be zoned RT One Family Attached Residential District. The proposed condos will be for lease and with an option to purchase. The floodplain area would be amended thru the LOMR process. Detention would outlet to the Lane Drain. The proposed development (**see Site Plan Sheets: Cover Sheet, P-1.1 Topographic Survey - West, P-1.2 Topographic Survey - East, P-2.0 Preliminary Site Plan, P-3.0 Preliminary Grading Plan, P-4.0 Preliminary Utility Plan, L-1 Landscape Planting Plan, L-2 Landscape Details, T-1.0 Tree Preservation Plan-West, T-1.1 Tree Preservation Plan-East, T-1.2 Tree Preservation List, T-1.3 Tree Preservation List, T-1.4 Tree Preservation List**), shall be limited to six (6-) total buildings and thirty (30) total units. There are two building types proposed: ranch style and single level living. Each unit will be 1,317 to 1,840 square feet and each will include an attached 1 or 2-car garage. The building materials shall consist of a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable low-maintenance materials.

Voluntary Conditions:

Under Section 405 of the Zoning Enabling Act (MCL 125.3405), the petitioner voluntarily offers uses and restrictions of the property as a condition to rezoning the land. The following conditions are provided voluntarily as conditions of rezoning approval:

1. The Site Plan is a condition of approval;
2. Conform to RT Zoning;
3. Development shall be limited to a maximum of 6-buildings with 30 total units;
4. Maximum Building Height shall not exceed 2 stories or 30' in height;
5. Maximum % of Lot Area Covered by Buildings will be thirty percent (30%);
6. Building Materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
7. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
8. Additional Features & Amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
9. Significant Tree Plantings & Re-forestation;
10. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
11. Minor modifications to the site plan shall be reviewed, and if appropriate, administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

Re-zoning Standards:

As set forth in Section 16.03.C, the Planning Commission shall consider the following:

1. The proposed rezoning is consistent with the Master Plan. If the current zoning is in the material conflict with the Master Plan, such conflict is does to one of the following:

- a. A change in City policy since the Master Plan was adopted.*
- b. A change in conditions since the Master Plan was adopted.*
- c. An error in the Master Plan.*

- The City of Troy Master Plan designates the subject parcel as Single Family Residential, Social Neighborhood.

2. The proposed re-zoning will not cause nor increase any non-conformity.

- Re-zoning to RT will not materially alter the view-shed that is currently visible from Livernois Road, so there would be very minimal impact and even that will be remedied through landscaping.

3. Public services and facilities affected by a proposed development will be capable of accommodating service and facility loads caused by use of the development.

- The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of: Environment; Density; Traffic volumes; Aesthetics; Infrastructure; and Potential influence on property values.
- All public utilities are available at the property and sized to accommodate the develop.
- Livernois Road is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.

4. The re-zoning will not impact public health, safety, or welfare.

- The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.

5. The rezoning will ensure compatibility with adjacent uses of land.

- Rezoning to RT is constant with the Future Land Use Map in terms of being a Social Neighborhood.
- The proposed number of multiple-family dwelling units is consistent with the characteristics of surrounding buildings and uses.
- The Condominium development will provide a transition between the Senior Living Development and the Single-Family District.

Re-zoning Standards/Reasons of Recommendation:

- A. The site's physical and other environmental features are compatible with the proposed number of multiple-family dwelling units.
- B. The proposed number of multiple-family dwelling units is compatible with surrounding uses and zoning in terms of the environment, density, traffic volumes, aesthetics, infrastructure, and potential influence on property values.
- C. The street system is capable of safely and efficiently accommodating expected traffic volumes generated by the proposed number of multiple-family dwelling units.
- D. The capacity of public utilities and services is sufficient to accommodate the proposed number of multiple-family dwelling units without compromising the city's health, safety, and welfare.
- E. There is an apparent demand in the City for this type of multiple-family dwelling units in relation to the amount of land in the city currently zoned and available to accommodate the demand.
- F. The rezoning of the property does not unreasonably impact the adjacent properties.

The proposed re-zoning will allow the site to be developed in a manner consistent with the City of Troy's Master Plan and maintain the intended open space buffer between proposed condominium and the existing single-family homes.

Thank you for your consideration,

PEA Group, Inc.

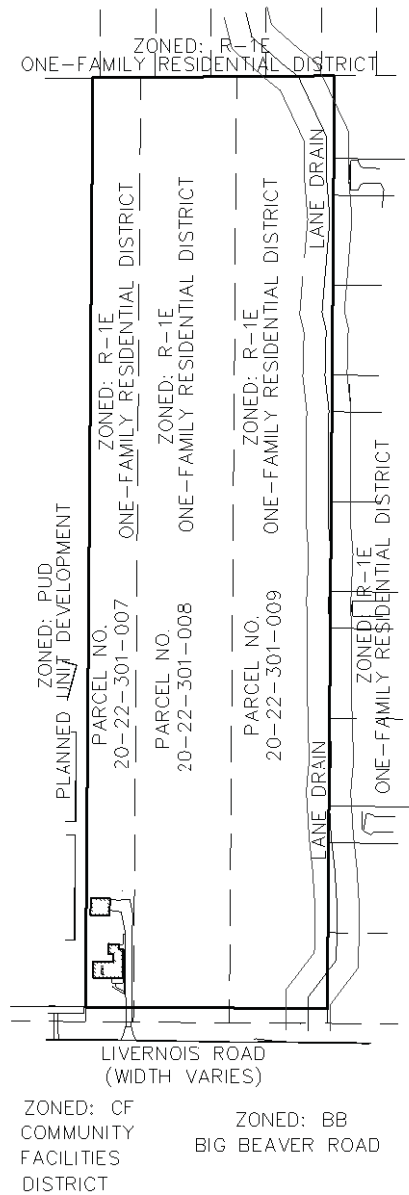
John B. Thompson, PE
Senior Project Manager

Cc: Joe Maniaci, Tableau by Mondrian

Attachment: Application

Exhibit A – Existing Zoning
Exhibit B – Proposed Zoning
Exhibit C – Site Plan

EXHIBIT A
EXISTING ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

0 100 200
SCALE: 1" = 200'



HOMESTEAD
5364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

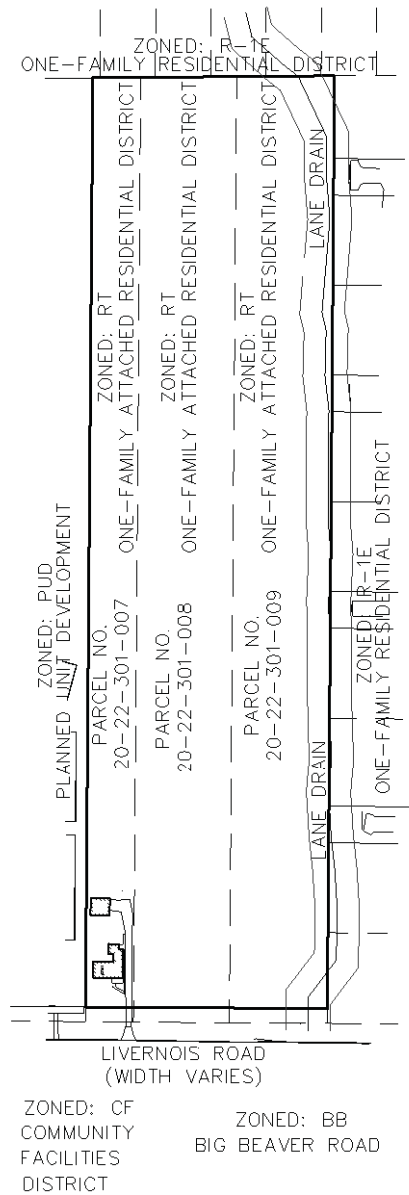
SHEET 1 OF 1
MARCH 25, 2022
2021-0451

PEA
GROUP

t 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX-A-EX ZONING-210451.dwg; T:\K

EXHIBIT B
PROPOSED ZONING



MONDRIAN PROPERTIES
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

0 100 200
SCALE: 1" = 200'



HOMESTEAD
5364 LIVERNOS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN

SHEET 1 OF 1
MARCH 25, 2022
2021-0451

PEA
GROUP

t 844.813.2949
www.peagroup.com

S:\PROJECTS\2021\2021-0451 HOMESTEAD\DWG\CONDITIONAL REZONE\EX-B-PR ZONING-210451.dwg; TMK

SECTION 7: PDF OF SITE PLAN FOR SUBMIT:

PRELIMINARY SITE PLANS
HOMESTEAD
3364 LIVERNOIS ROAD
CITY OF TROY, OAKLAND COUNTY, MICHIGAN



PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL



INDEX OF DRAWINGS	
NUMBER	TITLE
	COVER SHEET
P-1.1	TOPOGRAPHIC SURVEY-WEST
P-1.2	TOPOGRAPHIC SURVEY-EAST
P-2.0	PRELIMINARY SITE PLAN
P-3.0	PRELIMINARY GRADING PLAN
P-4.0	PRELIMINARY UTILITY PLAN
P-5.0	PRELIMINARY PATHWAY PLAN
L-1	LANDSCAPE PLANTING PLAN
L-2	LANDSCAPE DETAILS
T-1.0	TREE PRESERVATION PLAN - WEST
T-1.1	TREE PRESERVATION PLAN - EAST
T-1.2	TREE PRESERVATION LIST
T-1.3	TREE PRESERVATION LIST
T-1.4	TREE PRESERVATION LIST

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER		CIVIL ENGINEER
TABLEAU BY MONDRIAN 920 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48065 CONTACT: JOE MANIACI PHONE: 866.726.7350 EMAIL: JMANIACI@MONDRIANPROPERTIES.COM		PEA GROUP 2430 ROCHESTER COURT, STE. 100 TROY, MI 48063-1872 CONTACT: JOHN B. THOMPSON, PE PHONE: 844.813.2949 EMAIL: JTHOMPSON@PEAGROUP.COM
ARCHITECT		LANDSCAPE ARCHITECT
MARTINI SAMARTINO DESIGN GROUP 920 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48065 CONTACT: PAUL SAMARTINO PHONE: 248.524.0445 EMAIL: PSAMARTINO@HOTMAIL.COM		PEA GROUP 45 W. GRAND RIVER AVE., STE. 501 DETROIT, MI 48226 CONTACT: KIMBERLY DIETZEL, RLA PHONE: 844.813.2949 EMAIL: KDIEZEL@PEAGROUP.COM
		LANDSCAPE ARCHITECT
		J EPPINK PARTNERS, INC. 9336 SASHABAW ROAD CLARKSTON, MI 48348 CONTACT: JIM EPPINK PHONE: 248.922.0789 EMAIL: JIM@JEPPINK.COM



REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	4/18/2022





P-1.1



PROJECT TITLE
HOMESTEAD
3384 LIVERNOIS ROAD
TROY, MICHIGAN

[illegible]

ORIGINAL ISSUE DATE:
APRIL 18, 2022

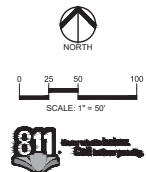
DRAWING TITLE

**TOPOGRAPHIC
SURVEY-EAST**

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

DRAWING NUMBER:

NOT FOR CONSTRUCTION P-1.2

[illegible]

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

CLIENT
**TABLEAU BY
MONDRIAN**
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

PROJECT TITLE
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

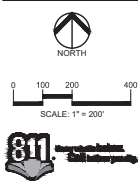
REVISIONS

ORIGINAL ISSUE DATE:
APRIL 18, 2022

DRAWING TITLE
**PRELIMINARY
UTILITY PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

NOT FOR CONSTRUCTION P-4.0



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THIS DRAWING AND ANY INFORMATION ON THIS DRAWING ARE NOT TO BE USED FOR CONSTRUCTION OR ANY OTHER PURPOSES WITHOUT THE WRITTEN PERMISSION OF PEA GROUP. ANY USE OF THIS DRAWING FOR ANY OTHER PURPOSES IS AT THE USER'S SOLE RISK AND WITHOUT LIABILITY TO PEA GROUP.

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TABLEAU BY MONDRIAN
50115 SCHENKERS
SHREVE TOWNSHIP, MI 48315

PROJECT TITLE
HOMESTEAD
554 LIVERNOIS ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
APRIL 18, 2022

DRAWING TITLE
**PRELIMINARY
PATHWAY PLAN**

PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	TMC
DES.	TMC

DRAWING NUMBER:

NOT FOR CONSTRUCTION **P-5.0**

LANDSCAPE REQUIREMENTS

Per City of Troy Zoning Ordinance: R-1C

Per Article 13 Table 13.02-A: Landscape Screening Alternatives
South Property Line Between Land Uses

Existing vegetation which is located on the property to be developed within the area of the proposed screen, is in good condition, and meets the size and type requirements in the various screening alternatives may be counted toward meeting screening requirements.

Alternative 2 is chosen: 1 tree per 10 lineal feet
Required: 1,227 LF / 10 = 123 Trees
Provided: 68 Trees @ 1 Tree / 20 LF with existing vegetation credit.

Tree Replacement (RT symbol on plan = Replacement Tree)
 Required: (37) 3" Cal. Deciduous Trees
 Provided: (38) 3" Cal. Deciduous Trees

Per Article 13 Table 13.02-D: Greenbelt Standards Landscaping

The greenbelt shall be landscaped with a minimum of one (1) deciduous tree for every thirty (30) lineal feet, or fraction thereof, of frontage abutting a public road right-of-way. Deciduous trees within a greenbelt shall be a minimum caliper of two and a half (2 1/2) inches or greater and evergreen trees shall be a minimum of five (5) to six (6) feet in height.

Street Tree Length = 328 LF

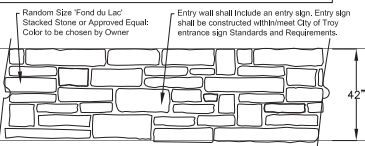
Required: (11) Trees

Provided: (8) 3" Cal. Deciduous Trees
(14) Evergreen Trees

Per Article 13 Table 13.02-F: Subdivision and Site Condominium Landscaping

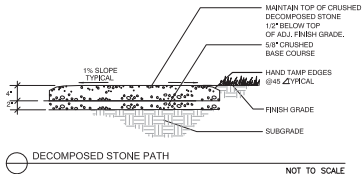
The frontage of all internal public or private streets shall be landscaped with the equivalent of one (1) tree for every fifty (50) lineal feet, or fraction thereof.

Street Tree Length = 983 LF
 Required: (20) 3" Cal. Deciduous Trees
 Provided: (20) 3" Cal. Deciduous Trees



ENTRY WALL DETAIL

NOT TO SCALE



○ DECOMPOSED STONE PATH



PERGOLA STRUCTURE - INTENDED DESIGN

LANDSCAPE PLANTING NOTES

- Contractor shall be responsible for contacting and coordinating with all pertinent utility agencies 72 hours in advance of any digging to determine the location of all underground utilities (gas, water, sewer, storm, electric, and telecommunications) and structures. Contractor shall utilize safe work practices for any work planned to be done in or adjacent to utility structures.
- Contractor shall not utilize procedures with construction as designed when it has indications that unknown obstructions and/or grade differences exist. Contractor shall be responsible for determining the location and the existence of the obstructions. The contractor shall attempt to identify the location of any necessary utilities to be taken up or to be avoided.
- Any discrepancies between dimensional layout and actual field conditions shall be reported to the Owner's Representative. Failure to report discrepancies may result in the Contractor being held responsible for any changes and additional costs.
- Contractor shall be responsible for any coordination with subcontractors as required to accomplish construction installation operations.
- Contractor shall provide and maintain positive surface drainage.
- Contractor shall be responsible for any existing materials that are damaged during construction.
- 3. All Work to be Installed and Fielding Order:** for planting requirements, materials and methods.
- 3.1** All trees shall have a day to day care plan. These trees shall be protected and shall not be excavated.
- 3.2** All tree evaluations and treatments to be approved by the Owner's Representative prior to being installed. Any plant material not approved is not to be previously approved nor be installed and the sole responsibility of the contractor. Plant material shall be delivered to the project site within 14 days of the date of purchase.
- 3.3** The location of all plant material shall be located from drawings or interpreted from plant list. Final location of all plant material shall be approved by the Owner's Representative.
- 3.4** The contractor shall "water in" trees and shrubs at least immediately after planting.
- 3.5** The contractor shall guarantee all plants, shrubs, ground cover and other plant materials for two years from the date of installation, including labor and removal and disposal of dead material.
- 3.6** The contractor shall install an automated irrigation system at a minimum area, for example, park and entrance lawn areas on a Driveway/Deck area.
- 3.7** Contractor shall install 2" deep 36" spaced Hardwood mulch in all plant planting beds and 2" depth in paths and groundcover areas such as shrub beds. The mulch shall be 1/2" to 1" installed in 18" round bins, between concrete flower and ground cover planting beds. Such beds shall have no shrubs or mulch.
- 3.8** All plant material shall be nursery grown. Nurseries and plant material shall meet the current standards of the American Society of Nurserymen.
- 3.9** All diseased, damaged, or dead landscape material shall be replaced within (3) three months of discovery.
- 3.10** Contractor shall adhere to all erosion prevention methods as directed by the City Engineering department and Michigan Department of Transportation for all landscape areas. Erosion prevention shall include, but not be limited to, silt fences, straw wattles, silt fences, straw bales, or natural areas.
- 3.11** All permanent and ornamental plantings shall be planted on close to the same as in a single mass appearance with one planting area.
- 3.12** All unpermitted areas with impacted development zones to be hydroseeded between beds, margins of beds, overgrowth, tips.
- 3.13** Intended date of installation shall be between March 15 and November 15. All plant material shall be guaranteed for 2 years. A minimum amount of 10% landscape material shall be installed in the winter months.
- 3.14** Plant source shall be northern nursery grown. No. 1 grade. Substitutions must be approved by the City or will require for installation.

PLANT LIST

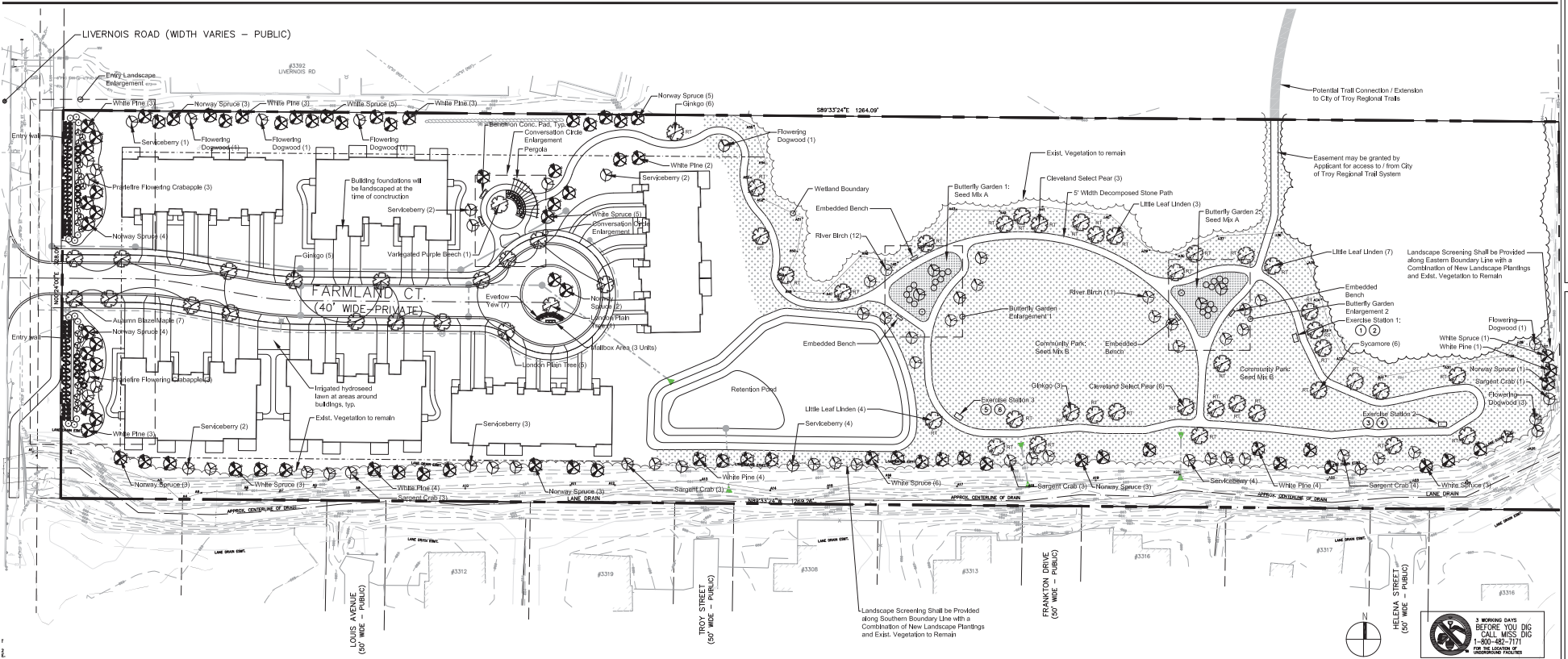
QTY.	DESCRIPTION	SIZE / ROOT	QTY.	DESCRIPTION	SIZE / ROOT
23	Rosa glauca White Sorbus	8", BAB	32	Imperata cylindrica 'Red Baron' Japanese Blood Grass 'Red Baron', 2 gal.	Container
27	Rosa glauca White Pine	8", BAB	5	Ficus x media Everlow Everlow Yew, 2 gal.	Container
27	Rosa alba Money Sorbus	8", BAB	10	Viburnum carlesii Common Spice Viburnum, 5 gal.	Container
14	Malus sargentii Sargent Crab	3" cal., BAB	10	Budjeda davidii Butterfly bush, 5 gal.	Container
9	Pinus caryocarpa Clarendon Select Pear	3" cal., BAB	2	Hibiscus syriacus Rose of Sharon, 5 gal.	Container
6	Acer rubrum 'Autumn Blaze' Autumn Blaze Maple	3" cal., BAB	40	Perennials, 1 gal.	Container
6	Rubus x coccineus Ribbon Pink Rose	3" cal., BAB			
1	Fagus sylvatica 'Purpurea Tinkler' Deep Purple Variegated Beech	3" cal., BAB			
23	Betula alba Silver Birch	3" cal., BAB			
6	Malus spp. 'Prairiella' Prairie Fire Crabapple	3" cal., BAB			
14	Tilia cordata Little-leaf Linden	3" cal., BAB			
6	Pinus copalensis Sycamore	3" cal., BAB			
14	Ginkgo biloba Ginkgo	3" cal., BAB			
8	Cornus florida Flowering Dogwood	BAB			
10	Amygdalus alabamica Downy Sweetgum	BAB			
8	Cornus alba 'Sibirica' Red Tatar Dogwood	BAB			
8	Juniperus chinensis var. sargentii Sargent Juniper	BAB			
12	Calamagrostis x acutiflora 'Kari Forester' Kari Forester Reed Grass, 2 gal.	Container			
12	Hydrangea quercifolia Oakleaf Hydrangea, 5 gal.	Container			
14	Tilia occidentalis "Yellow Ribbon" Yellow Ribbon Arborvitae	BAB			

SEED MIX DATA

Rhizo Low Grow/Loose Potted Wildflower Mix (Seed Mix A)
 Great performing mix of annuals and perennials. Grows, 12"-18" tall. Seed at 6-12 +/- / Acre
 Includes:
 Bachelor Button dwt., Spiranthes Wallflower, Farewell to Spring dwt., Chinese Houses, Lanco
 Leaf Coreopsis dwt., Plains Coreopsis dwt., Forget me Not, Sweet William,
 African Daisy, California Poppy, Black-eyed Susan, Candytuft, Blue Flax, Sweet Alyssum,
 Baby Blue Eyes, California Bluebell, Catchfly

Rhizo Midwinter Wildflower Mix (Seed Mix B)
 Annuals and Perennials. Seed at 6-12/Acre
 Seed varieties:
 New England Aster, Cornflower, Spiranthes Wallflower, Lanco
 Leaf Coreopsis, Plains Coreopsis, Lancelot, Sweet William,
 Purple Coneflower, Perennial Goldfisch, Annual Goldfisch,
 Annual Baby's Breath, Blue Flax, Perennial Lupine, Dwarf
 Evening Primrose, Corn Poppy, Prostrate Coneflower,
 Claspcone, Coneflower, Black Eyed Susan, Catchfly

OVERALL LANDSCAPE PLANTING PLAN



PPINK PARTNERS, INC
Urban Design Studio

Urban Retail Design
Landscape Architecture
Additional Town Planning

and design concepts expressed and the graphically displayed content of their components represented in this drawing have been developed for the exclusive use of the specified project and are the sole property of J EPPINK PARTNERS, INC. Any conveyance, disclosure of the ideas or design concepts or use of any graphically displayed or arrangements of their components without the discretion of and only with the expressed written consent of J EPPINK PARTNERS, INC.

DOMESTEAD
LIVERNOIS ROAD
Y, MICHIGAN

5 SCHOENHERR
BY TOWNSHIP, MI 48315

Landscape Planting Plan

a / Revisions

by _____

Reviewed By _____

18, 2022

NOTED

-1

KEY

- EXISTING TREE TAG TO REMAIN
- EXISTING TREE TAG TO BE REMOVED
- TREE PROTECTION FENCE

PEA GROUP
t. 844.813.2949
www.peagroup.com

811

CAUTION!
CALL BEFORE YOU DIG. CALL 811 TO REPORT ANY UTILITIES. DO NOT REMOVE OR DAMAGE ANY UTILITIES. DO NOT REMOVE OR DAMAGE ANY UTILITIES. DO NOT REMOVE OR DAMAGE ANY UTILITIES.

CLIENT
TABLEAU BY MONDRIAN
5015 SCHOENHEIMER
SHELBY TOWNSHIP MI 48315

PROJECT TITLE
HOMESTEAD
334 LIVERNOIS ROAD
TROY MICHIGAN

REVISIONS

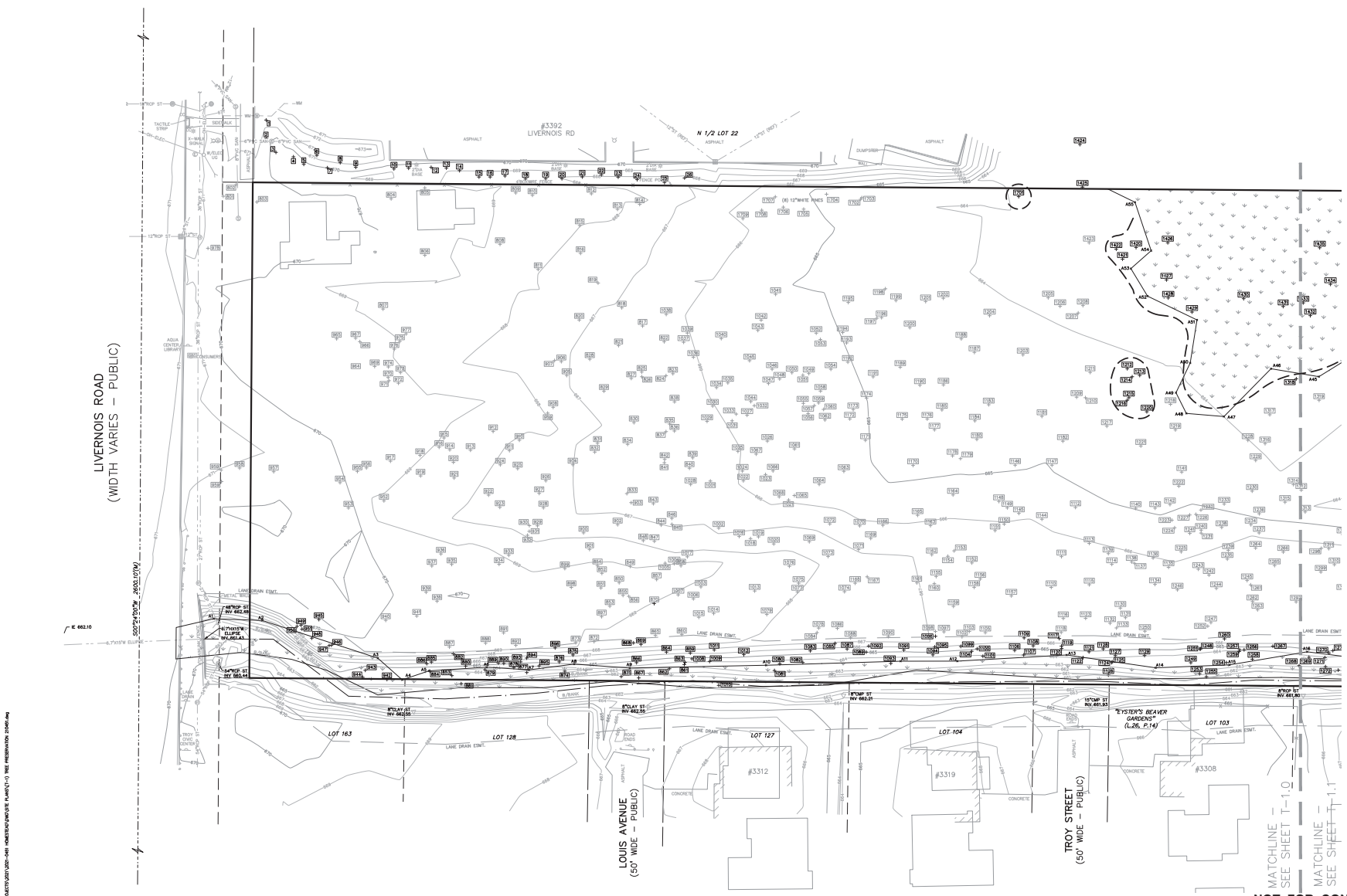
ORIGINAL ISSUE DATE:
APRIL 18, 2022

TREE PRESERVATION PLAN - WEST

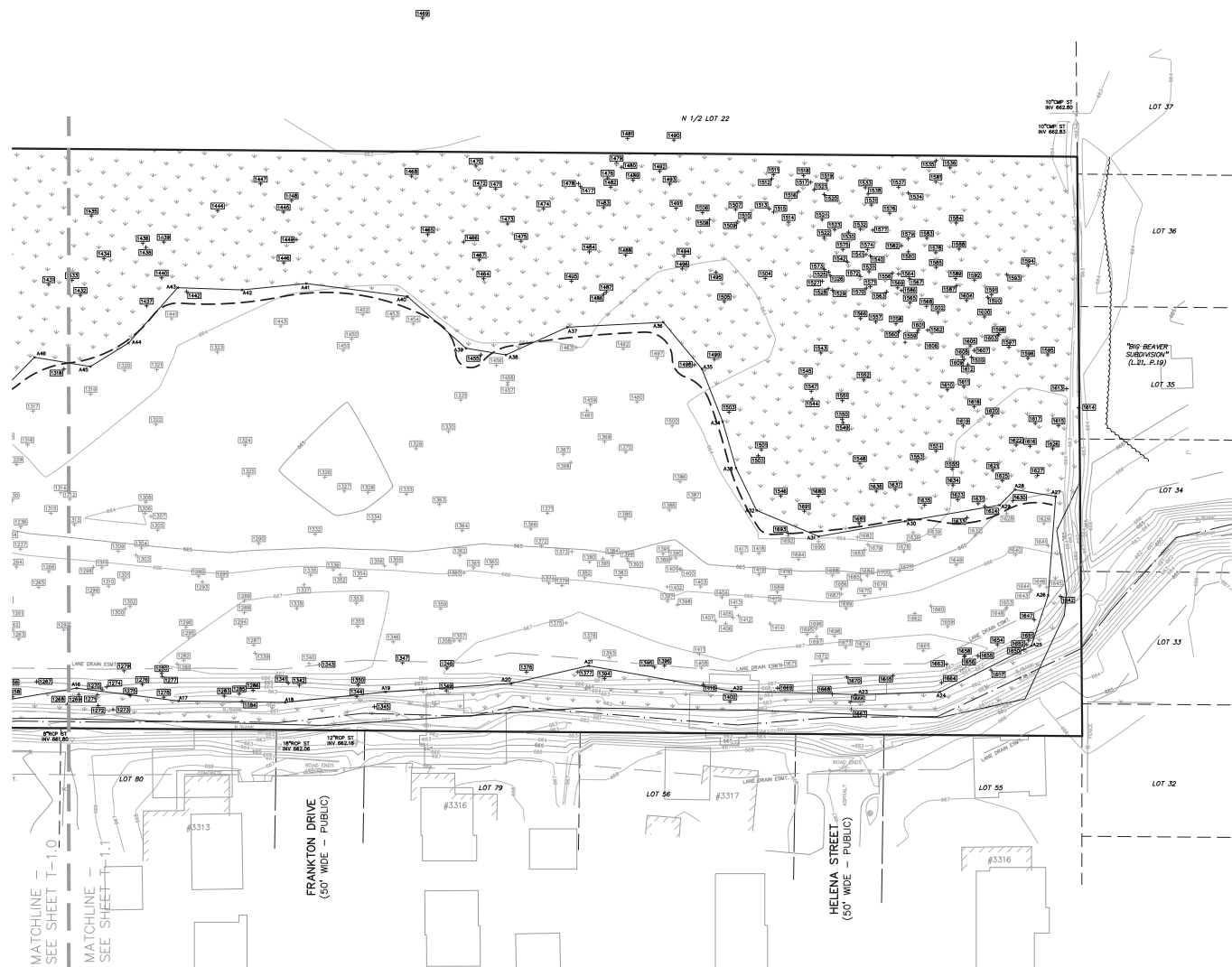
PEA JOB NO.	2021-0451
P.M.	JBT
D.N.	TMK
DES.	TMK

DRAWING NUMBER:
T-1.0

NOT FOR CONSTRUCTION



3/18/2022 10:00 AM - 10:00 AM HOMESTEAD PROJECT PLAN T-1.0 TREE PRESERVATION PLAN



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



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

CLIENT
**TABLEAU BY
MONDRIAN**
50215 SCHOENHERR
SHELBY TOWNSHIP, MI 48315

PROJECT TITLE
HOMESTEAD
3364 LIVERNOIS ROAD
TROY, MICHIGAN

REVISIONS

ORIGINAL ISSUE DATE:
APRIL 18, 2022

DRAWING TITLE

**TREE
PRESERVATION
PLAN - EAST**

PEA JOB NO.	2021-0451
P.M.	JBT
DN.	TMK
DES.	TMK
DRAWING NUMBER:	

DRAWING NUMBER:

NOT FOR CONSTRUCTION

T-1.1

TAG	CODE	DBH	COMMON NAME	LATIN NAME	COND	COMMENTS	CLASS	SAVE / REMOVE	ON-SITE	REPLACE
1001	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1002	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1003	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1004	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1005	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1006	SM	16	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1007	SM	8	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1008	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1009	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1010	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1011	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1012	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1013	SM	15	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1014	SM	11	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1015	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1016	SM	12	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1017	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1018	SM	17	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1019	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1020	SM	12	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1021	SM	15	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1022	SM	18	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1023	E	6	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1024	EX	6	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1025	EX	6	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1026	SM	19	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1027	SM	26	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1028	SM	18	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1029	EX	8	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1030	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1031	SM	7	Silver Maple	Acer saccharum	Poor		INVASIVE	R	Y	-
1032	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1033	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1034	E	12	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1035	SM	14	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1036	EX	8	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1037	EX	12	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1038	SM	28	White Mulberry	Morus alba	Poor	x2	INVASIVE	R	Y	-
1039	EX	10	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1040	EX	12	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1041	IN	8	Rh. Cherry	Prunus pennsylvanica	Poor		MODERATE	R	Y	-
1042	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1043	EX	8	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1044	SM	8	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1045	SM	8	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1046	EX	7	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1047	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1048	SM	13	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1049	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1050	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1051	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1052	SM	12	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1053	SM	15	Silver Maple	Acer saccharum	Good	x1	INVASIVE	R	Y	-
1054	SM	13	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1055	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1056	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1057	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1058	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1059	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1060	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1061	SM	19	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1062	SM	18	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1063	SM	14	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1064	E	12	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1065	E	8	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1066	SM	8	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1067	EX	1	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1068	EX	21	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1069	EX	10	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1070	SM	8	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1071	EX	12	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1072	SM	11	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1073	EX	8	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1074	SM	7	White Mulberry	Morus alba	Good		INVASIVE	R	Y	-
1075	SM	17	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1076	SM	12	Black Willow	Salix nigra	Very Poor		INVASIVE	R	Y	-
1077	SM	19	Black Willow	Salix nigra	Poor	x2	INVASIVE	R	Y	-
1078	IN	8	Rh. Cherry	Prunus pennsylvanica	Fair		MODERATE	R	Y	REPLACE
1079	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1080	CT	23	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1081	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1082	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1083	SM	14	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1084	SM	8	New-y. Maple	Acer glaberrimus	Good		INVASIVE	S	Y	-
1085	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1086	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1087	CT	13	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	REPLACE
1088	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1089	CT	9	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1090	CT	16	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1091	CT	16	Cottonwood	Populus deltoides	Fair		INVASIVE	S	Y	-
1092	SM	20	Black Willow	Salix nigra	Fair	x1	INVASIVE	S	Y	-
1093	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1094	SM	13	Silver Maple	Acer saccharum	Good	x2	INVASIVE	S	Y	-
1095	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1096	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1097	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1098	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1099	CT	20	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	-
1100	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-

1101	SM	9	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1102	SM	13	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1103	EX	8	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1104	BWVW	20	Black Willow	Salix nigra	Fair		INVASIVE	S	Y	-
1105	E	16	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1106	EX	8	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1107	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1108	SM	18	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1109	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1110	EX	13	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1111	EX	17	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1112	EX	13	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1113	BWVW	20	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1114	EX	11	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1115	SM	17	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1116	BWVW	18	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1117	EX	9	Box elder	Acer negundo	Fair		INVASIVE	S	Y	-
1118	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1119	SM	7	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1120	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1121	BWVW	14	Black Willow	Salix nigra	Fair		INVASIVE	S	Y	-
1122	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1123	SM	16	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1124	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1125	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	S	Y	-
1126	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	S	Y	-
1127	SM	7	Silver Maple	Acer saccharum	Fair	x1	INVASIVE	S	Y	-
1128	EE	17	Stewart Elm	Ulmus pumila	Good		INVASIVE	S	Y	-
1129	CT	23	Cottonwood	Populus deltoides	Good		INVASIVE	S	Y	-
1130	BWVW	14	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1131	EX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1132	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1133	EX	8	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1134	BWVW	13	Black Willow	Salix nigra	Very Poor	dead	INVASIVE	R	Y	-
1135	BWVW	13	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1136	EX	11	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1137	BWVW	17	Black Willow	Salix nigra	Poor		INVASIVE	R	Y	-
1138	BWVW	13	Black Willow	Salix nigra	Very Poor	dead	INVASIVE	R	Y	-
1139	BWVW	18	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1140	SM	15	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1141	BWVW	18	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1142	BWVW	16	Black Willow	Salix nigra	Fair		INVASIVE	R	Y	-
1143	EX	8	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1144	EX	16	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1145	BWVW	14	Black Willow	Salix nigra	Fair	x2	INVASIVE	R	Y	-
1146	EX	17	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1147	GA	9	Green Ash	Fraxinus pennsylvanica	Fair		INVASIVE	R	Y	-
1148	EX	7	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1149	SM	7	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1150	EX	12	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1151	SM	19	Black Willow	Salix nigra	Fair	x3	INVASIVE	R	Y	-
1152	SM	10	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1153	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1154	EX	16	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1155	EX	26	Stewart Elm	Ulmus pumila	Good		INVASIVE	R	Y	-
1156	EX	12	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1157	BWVW	17	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y	-
1158	EX	7	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1159	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1160	MAV	6	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1161	EX	9	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1162	MAV	6	White Mulberry	Morus alba	Fair		INVASIVE	R	Y	-
1163	MAV	7	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1164	MAV	8	Norway Maple	Acer platanoides	Good		INVASIVE	R	Y	-
1165	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1166	EX	7	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1167	EX	9	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1168	EX	23	Box elder	Acer negundo	Poor		INVASIVE	R	Y	-
1169	SM	19	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1170	EX	25	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1171	SM	20	Silver Maple	Acer saccharum	Fair	x1	INVASIVE	R	Y	-
1172	SM	9	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1173	MAV	7	Box elder	Acer negundo	Good		INVASIVE	R	Y	-
1174	MAV	22	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1175	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1176	SM	11	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1177	SM	10	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1178	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1179	EX	11	Box elder	Acer negundo	Fair		INVASIVE	R	Y	-
1180	BWV	13	Black Walnut	Juglans nigra	Good		WOODLAND	R	Y	REPLACE
1181	E	6	American Elm	Ulmus americana	Good		INVASIVE	R	Y	-
1182	EE	13	Stewart Elm	Ulmus pumila	Fair		INVASIVE	R	Y	-
1183	SM	17	Silver Maple	Acer saccharum	Good	x3	INVASIVE	R	Y	-
1184	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1185	SM	20	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1186	SM	18	Silver Maple	Acer saccharum	Good	x2	INVASIVE	R	Y	-
1187	HC	13	Hickberry	Celtis occidentalis	Good		LANDMAK	R	Y	REPLACE
1188	SM	8	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1189	SM	11	Silver Maple	Acer saccharum	Fair	x2	INVASIVE	R	Y	-
1190	SM	6	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1191	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1192	SM	20	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1193	SM	11	Silver Maple	Acer saccharum	Good	x1	INVASIVE	R	Y	-
1194	SM	12	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1195	EX	11	Box elder	Acer negundo	Very Poor		INVASIVE	R	Y	-
1196	SM	15	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1197	EX	13	American Elm	Ulmus americana	Fair		INVASIVE	R	Y	-
1198	SM	41	Silver Maple	Acer saccharum	Fair		INVASIVE	R	Y	-
1199	SM	13	Silver Maple	Acer saccharum	Good		INVASIVE	R	Y	-
1200	SM	17	Silver Maple	Acer saccharum	Good	x1	INVASIVE	R	Y	-

1301	BWA	11	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1302	BWA	11	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1303	BWA	16	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1304	BK	6	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1305	BK	6	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1306	SM	10	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1307	SM	18	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1308	BWA	13	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1309	BWA	13	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1310	BWA	14	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1311	BM	12	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1312	BM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1313	BWA	16	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1314	SM	12	Silver Maple	Acer-saccharinum	Far	INVAIVE	R	Y	-
1315	SM	9	Silver Maple	Acer-saccharinum	Very Poor	INVAIVE	R	Y	-
1316	E	9	American Elm	Ulmus-america	Far	INVAIVE	R	Y	-
1317	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1318	GA	9	Green Ash	Fraxinus-pennsylvanica	Poor	INVAIVE	S	Y	-
1319	MA	9	White Mulberry	Morus-alba	Far	INVAIVE	R	Y	-
1320	E	12	American Elm	Ulmus-america	Far	INVAIVE	R	Y	-
1321	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1322	E	7	American Elm	Ulmus-america	Far	INVAIVE	R	Y	-
1323	E	12	American Elm	Ulmus-america	Good	INVAIVE	R	Y	-
1324	BW	11	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1325	BK	12	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1326	BM	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1327	BK	12	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1328	BK	10	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1329	BM	9	Silver Maple	Acer-saccharinum	Very Poor	dead	WOODLAND	R	Y
1330	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1331	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1332	BWA	10	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1333	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1334	BW	9	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1335	BW	16	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1336	BM	12	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1337	BK	10	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1338	BK	12	Box elder	Acer-negundo	Far	x1	INVAIVE	R	Y
1339	BK	12	Box elder	Acer-negundo	Very Poor	INVAIVE	R	Y	-
1340	BW	8	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1341	SM	11	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-
1342	SM	14	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1343	BM	7	Box elder	Acer-negundo	Very Poor	INVAIVE	R	Y	-
1344	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1345	SM	7	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1346	BM	16	Silver Maple	Acer-saccharinum	Very Poor	dead	WOODLAND	R	Y
1347	BK	10	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1348	BK	14	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1349	SM	7	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1350	BK	7	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1351	BWA	14	Black Willow	Sale-ngra	Poor	x1	INVAIVE	R	Y
1352	BWA	18	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1353	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1354	BWA	15	Black Willow	Sale-ngra	Far	x1	INVAIVE	R	Y
1355	BK	11	Box elder	Acer-negundo	Far	x1	INVAIVE	R	Y
1356	BWA	13	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1357	BW	6	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1358	BK	9	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1359	BW	9	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1360	BWA	18	Black Willow	Sale-ngra	Far	x1	INVAIVE	R	Y
1361	BWA	10	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1362	BWA	12	Black Willow	Sale-ngra	Poor	x1	INVAIVE	R	Y
1363	BM	8	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1364	BM	8	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1365	BWA	15	Black Willow	Sale-ngra	Poor	x1	INVAIVE	R	Y
1366	BM	14	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1367	GA	9	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	R	Y	-
1368	BK	22	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1369	GA	9	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	R	Y	-
1370	BW	11	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1371	BW	10	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1372	BWA	18	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1373	BM	11	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1374	BW	11	Black Walnut	Juglans-ngra	Poor	WOODLAND	R	Y	-
1375	BK	17	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1376	BK	15	Box elder	Acer-negundo	Poor	INVAIVE	S	Y	-
1377	BK	11	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1378	BK	11	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1379	BW	9	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1380	BWA	21	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1381	BW	11	Black Walnut	Juglans-ngra	Very Poor	WOODLAND	R	Y	-
1382	BWA	13	Black Willow	Sale-ngra	Poor	WOODLAND	R	Y	-
1383	BM	7	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1384	BW	12	Black Walnut	Juglans-ngra	Poor	WOODLAND	R	Y	-
1385	BK	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1386	BW	10	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1387	BW	7	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1388	BW	9	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1389	BWA	9	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1390	BK	8	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1391	BK	10	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1392	BWA	17	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1393	E	10	American Elm	Ulmus-america	Far	INVAIVE	R	Y	-
1394	BK	9	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1395	BK	15	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1396	BK	13	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1397	E	10	American Elm	Ulmus-america	Very Poor	x5	INVAIVE	R	Y
1398	BK	7	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1399	BWA	9	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1400	BWA	10	Black Willow	Sale-ngra	Poor	x1	INVAIVE	R	Y

1401	BWA	13	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1402	BWA	16	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1403	BK	11	Box elder	Acer-negundo	Far	x1	INVAIVE	R	Y
1404	BK	7	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1405	BWA	13	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1406	BK	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1407	BK	9	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1408	BW	7	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1409	BM	13	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1410	E	7	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1411	BW	7	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1412	BK	11	Box elder	Acer-negundo	Poor	INVAIVE	R	Y	-
1413	BWA	16	Black Willow	Sale-ngra	Poor	INVAIVE	R	Y	-
1414	BK	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1415	BWA	17	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1416	BK	8	Box elder	Acer-negundo	Far	INVAIVE	R	Y	-
1417	BWA	14	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1418	BWA	15	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1419	BWA	16	Black Willow	Sale-ngra	Far	INVAIVE	R	Y	-
1420	BK	5	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1421	BK	10	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1422	BK	9	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1423	BM	13	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1424	BK	14	Box elder	Acer-negundo	Far	x1	INVAIVE	S	N
1425	BK	18	Box elder	Acer-negundo	Far	INVAIVE	S	N	-
1426	BM	15	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1427	BM	23	Silver Maple	Acer-saccharinum	Far	x1	INVAIVE	S	Y
1428	BW	8	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	-
1429	BK	7	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1430	SM	8	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-
1431	E	15	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1432	GA	8	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1433	E	9	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1434	E	7	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1435	BK	6	Box elder	Acer-negundo	Very Poor	INVAIVE	S	Y	-
1436	SM	7	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1437	CT	15	Cottonwood	Populus-deltoides	Good	INVAIVE	S	Y	-
1438	SM	17	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1439	SM	16	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1440	BW	7	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	-
1441	BW	7	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1442	SM	11	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1443	BM	16	Silver Maple	Acer-saccharinum	Good	WOODLAND	R	Y	REPLACE
1444	SM	35	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1445	E	13	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1446	E	16	American Elm	Ulmus-america	Very Poor	dead	WOODLAND	R	Y
1447	BM	14	Silver Maple	Acer-saccharinum	Good	x1	INVAIVE	S	Y
1448	BK	6	Box elder	Acer-negundo	Far	INVAIVE	S	Y	-
1449	SM	13	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1450	BM	8	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1451	TH	2	Thornapple	Coccyzus-ssp.	Far	WOODLAND	R	Y	REPLACE
1452	BM	29	Silver Maple	Acer-saccharinum	Good	INVAIVE	R	Y	-
1453	GA	9	Green Ash	Fraxinus-pennsylvanica	Good	INVAIVE	R	Y	-
1454	GA	9	Green Ash	Fraxinus-pennsylvanica	Good	INVAIVE	R	Y	-
1455	BW	15	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	-
1456	BM	13	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1457	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1458	BW	6	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1459	GA	8	Green Ash	Fraxinus-pennsylvanica	Poor	INVAIVE	R	Y	-
1460	BW	10	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1461	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1462	BW	8	Black Walnut	Juglans-ngra	Far	WOODLAND	R	Y	REPLACE
1463	BM	12	Silver Maple	Acer-saccharinum	Good	WOODLAND	R	Y	REPLACE
1464	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1465	SM	18	Silver Maple	Acer-saccharinum	Good	x1	INVAIVE	S	Y
1466	SM	14	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-
1467	SM	5	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-
1468	E	12	American Elm	Ulmus-america	Far	INVAIVE	S	Y	-
1469	SM	7	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	N	-
1470	SM	21	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1471	SM	10	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1472	SM	13	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1473	SM	25	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1474	E	13	American Elm	Ulmus-america	Far	INVAIVE	S	Y	-
1475	SM	10	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-
1476	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1477	SM	10	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1478	SM	19	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1479	SM	16	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1480	SM	22	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1481	E	6	American Elm	Ulmus-america	Far	INVAIVE	S	N	-
1482	SM	15	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1483	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1484	GA	11	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1485	GA	8	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1486	GA	13	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1487	SM	12	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1488	SM	14	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1489	SM	15	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1490	SM	17	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1491	SM	24	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1492	E	13	American Elm	Ulmus-america	Good	INVAIVE	S	Y	-
1493	SM	10	Silver Maple	Acer-saccharinum	Good	INVAIVE	S	Y	-
1494	GA	7	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1495	GA	8	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1496	GA	7	Green Ash	Fraxinus-pennsylvanica	Far	INVAIVE	S	Y	-
1497	BW	12	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	REPLACE
1498	BW	8	Black Walnut	Juglans-ngra	Good	WOODLAND	R	Y	-
1499	SM	10	Silver Maple	Acer-saccharinum	Far	INVAIVE	S	Y	-

1501	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1502	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1503	BW	7	Black Walnut	Juglans nigra	Good	WOODLAND	S	Y	-
1504	GA	7	Green Ash	Fraxinus pennsylvanica	Poor	INVASIVE	S	Y	-
1505	GA	8	Green Ash	Fraxinus pennsylvanica	Good	INVASIVE	S	Y	-
1506	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1507	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1508	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1509	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1510	BM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1511	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1512	SM	19	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1513	E	9	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1514	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1515	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1516	E	10	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1517	SM	17	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1518	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1519	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1520	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1521	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1522	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1523	BM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1524	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1525	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1526	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1527	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1528	SM	10	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1529	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1530	BM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1531	SM	17	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1532	E	10	American Elm	Ulmus americana	Poor	INVASIVE	S	Y	-
1533	E	10	American Elm	Ulmus americana	Poor	INVASIVE	S	Y	-
1534	SM	16	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1535	SM	23	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1536	E	12	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1537	E	6	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1538	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1539	SM	10	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1540	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1541	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1542	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1543	BW	8	Black Walnut	Juglans nigra	Good	WOODLAND	S	Y	-
1544	GA	8	Green Ash	Fraxinus pennsylvanica	Fair	INVASIVE	S	Y	-
1545	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1546	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1547	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1548	SM	20	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1549	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1550	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1551	SM	21	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1552	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1553	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1554	SM	9	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1555	E	8	American Elm	Ulmus americana	Good	INVASIVE	S	Y	-
1556	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1557	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1558	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1559	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1560	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1561	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1562	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1563	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1564	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1565	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1566	SM	18	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1567	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1568	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1569	OT	28	Cornus od.	Opulus latifolia	Poor	INVASIVE	S	Y	-
1570	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1571	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1572	SM	14	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1573	SM	9	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1574	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1575	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1576	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1577	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1578	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1579	SM	7	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1580	SM	16	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1581	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1582	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1583	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1584	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1585	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1586	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1587	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1588	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1589	SM	22	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1590	SM	8	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1591	SM	20	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1592	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1593	SM	6	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1594	BM	15	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1595	BM	14	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1596	SM	26	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1597	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1598	E	9	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1599	SM	24	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1600	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-

1601	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1602	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1603	SM	10	Silver Maple	Acer saccharum	Good	x1	INVASIVE	S	Y
1604	SM	11	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1605	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1606	SM	8	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1607	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1608	SM	12	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1609	SM	18	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1610	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1611	SM	8	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1612	SM	15	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1613	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1614	BWW	24	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1615	BM	12	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1616	BM	13	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1617	BM	10	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1618	E	6	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1619	E	10	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1620	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1621	E	7	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1622	E	8	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1623	E	16	American Elm	Ulmus americana	Fair	INVASIVE	S	Y	-
1624	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1625	BM	15	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1626	BM	10	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1627	BM	10	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1628	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1629	BM	15	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1630	BM	11	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1631	BWW	12	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1632	BM	10	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1633	BWW	21	Black Willow	Salix nigra	Poor	INVASIVE	S	Y	-
1634	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1635	BWW	15	Black Willow	Salix nigra	Poor	INVASIVE	S	Y	-
1636	BM	6	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1637	SM	7	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1638	BWW	13	Black Willow	Salix nigra	Fair	x3	INVASIVE	S	Y
1639	BM	16	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1640	BM	15	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1641	BM	6	Black Walnut	Juglans nigra	Fair	WOODLAND	R	Y	REPLACE
1642	BM	15	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1643	BWW	34	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1644	BWW	16	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1645	BM	8	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1646	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1647	BM	10	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1648	BM	11	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1649	BM	18	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1650	BM	14	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1651	BM	7	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1652	SM	16	Silver Maple	Acer saccharum	Good	x1	INVASIVE	S	Y
1653	BM	7	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1654	BM	7	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1655	BM	15	Box elder	Acer negundo	Good	INVASIVE	S	Y	-
1656	BM	15	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1657	BM	8	Box elder	Acer negundo	Very Poor	INVASIVE	S	Y	-
1658	BM	16	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1659	BM	14	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1660	BM	16	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1661	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1662	BM	14	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1663	BM	10	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1664	BM	12	Box elder	Acer negundo	Fair	INVASIVE	S	Y	-
1665	BM	19	Box elder	Acer negundo	Poor	INVASIVE	S	Y	-
1666	BWW	17	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1667	EE	6	Siberian Elm	Ulmus pumila	Fair	INVASIVE	S	Y	-
1668	SM	6	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1669	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1670	SM	7	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1671	BM	27	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1672	BM	14	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1673	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1674	BM	14	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1675	BWW	22	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1676	BWW	18	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1677	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1678	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1679	BWW	20	Black Willow	Salix nigra	Fair	x1	INVASIVE	R	Y
1680	SM	13	Silver Maple	Acer saccharum	Good	INVASIVE	S	Y	-
1681	BWW	15	Black Willow	Salix nigra	Fair	INVASIVE	S	Y	-
1682	BWW	19	Black Willow	Salix nigra	Fair	INVASIVE	R	Y	-
1683	BM	8	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1684	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1685	BM	7	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1686	BM	8	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1687	BM	12	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1688	BWW	14	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1689	BWW	17	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1690	BWW	17	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1691	SM	13	Silver Maple	Acer saccharum	Fair	INVASIVE	S	Y	-
1692	BWW	10	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1693	BM	5	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1694	BWW	16	Black Willow	Salix nigra	Poor	INVASIVE	R	Y	-
1695	BM	7	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1696	BM	8	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1697	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1698	BM	6	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-
1699	BM	6	Box elder	Acer negundo	Fair	INVASIVE	R	Y	-
1700	BM	6	Box elder	Acer negundo	Poor	INVASIVE	R	Y	-

memorandum



Date: June 15, 2022

To: Bill Huotari, PE

From: Sara Merrill, PE, PTOE

Re: 3364 Livernois Road – Homestead Tableau by Mondrian
Anticipated Traffic Impacts

The purpose of this memorandum is to provide an overview of anticipated traffic impacts resulting from Homestead, a proposed residential development consisting of 30 attached single-family homes spread across five buildings. The development is located on the east side of Livernois Road, north of Big Beaver Road and just south of Town Center Drive. Access to the development is proposed via a private road. In the immediate vicinity of the site, Livernois Road is a 5-lane roadway, with two through lanes in each direction and a two-way center turn lane.

The Institute of Transportation Engineers (ITE) Trip Generation Manual, 11th Edition, provides trip generation rates for numerous land uses, based on thousands of studies throughout the United States and Canada. This data can then be used to estimate the number of vehicle trips generated by a development. For residential housing, traffic impacts are usually most noticeable during the peak hour of adjacent street traffic – that is, during morning and evening “rush hour”, when traffic on the roads is most congested. In most areas, the morning (AM) peak is a one hour period that occurs between 7 am – 9 am, and the evening (PM) peak is a one hour period usually between 4 pm – 6 pm.

The table below provides the calculated number of trips generated for the proposed development, based on the ITE Trip Generation Manual for Single-Family Attached Housing (ITE Land Use Code #215).

Number of Dwelling Units	Number of Site-Generated Trips								
	AM Peak Hour			PM Peak Hour			Daily		
	In	Out	Total	In	Out	Total	In	Out	Total
30 Units	3	7	10	8	6	14	89	89	178

During the morning (AM) peak hour, the proposed Homestead Tableau development is expected to generate 10 new trips: 3 inbound (entering the site), and 7 outbound (exiting the site). During the evening (PM) peak hour, the proposed site is expected to generate 14 new vehicle trips: 8 inbound (entering the site) trips, and 6 outbound (exiting the site). This pattern coincides with residents typically leaving in the morning for work and returning home in the evening.

The traffic generated by the proposed development is minimal, adding fewer than 20 vehicle trips during the peak (“busiest”) hour. The traffic impact of this site on the adjacent road network is negligible and would be imperceptible to the majority of road users.

As a point of comparison, traffic counts taken in January 2022 on Livernois Road (between Big Beaver Road and Wattles Road) indicate this segment carries approximately 20,000 vehicles per day, and roughly 1,600 vehicles during the PM peak hour. Amongst typical weekdays, traffic volumes during the peak hours alone often vary by 10%+ from one day to the next. These day-to-day fluctuations result in peak hour traffic volumes that vary by hundreds of vehicles. The proposed subdivision is expected to generate only 14 vehicles during the peak hour.



500 West Big Beaver
Troy, MI 48084
troymi.gov

MEMORANDUM

Date: July 20, 2022

To: Brent Savidant, Community Development Director

From: G. Scott Finlay, Deputy City Engineer

Cc: William Huotari, City Engineer
Benjamin Carlisle, AICP

Subject: Homestead – Preliminary Site Plan - Floodplain

In addition to local approval, developing property in a floodplain may require state and/or federal agency approvals depending on the size of the drainage area and what is being proposed in the floodplain. First the floodplain is accurately located on the property with a detailed topographic survey. The drainage shed area is determined and a detailed flood study is performed with the proposed changes to the floodplain. The proposed changes cannot cause the floodplain elevation upstream or downstream to change more than 0.10'. The amount of floodplain storage cannot decrease either, you can change where the floodplain storage is on the property by filling one area and cutting another.

The preliminary site plan for Homestead has provided the detailed topographic survey with the existing floodplain shown as well as the proposed locations for cutting and filling in the floodplain. This information along with the drainage shed area and detailed flood study will be reviewed during the detailed engineering review and any other agency approvals will need to be obtained prior to the proposed development obtaining final site plan approval.

Sincerely,

G. Scott Finlay

G. Scott Finlay, P.E.

From: [Bela Shah](#)
To: [Planning](#)
Subject: VOTE NO for Rezoning 3364 LIVERNOIS
Date: Monday, July 25, 2022 1:20:20 PM

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

Dear Troy City Planning Commission,

My name is Bela Shah, I live at 123 Millstone Drive, Troy, MI 48084.

I STRONGLY OPPOSE the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely
Bela Shah

123 Millstone Drive
Troy, MI 48084

From: [Don Miles](#)
To: [Planning](#)
Subject: Homestead Condominium Project (around 3364 Livernois)
Date: Sunday, July 24, 2022 1:12:41 PM

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

My name is Donald Miles I live at 3299 Frankton drive. I strongly oppose the rezoning of the lands around 3364 Livernois the Homestead Condominium Project. The lowering of property values and increased traffic along with the inability of current drains to be able to handle flooding and the water run off. Ever since the developing of Big Beaver and Livernois roads the water floods further up the streets in my area. No effort to correct the problem has been made. And to remove 45% of the trees would be detrimental to both the current residents and the Animals that reside there now. There are white and blue herons, deer, wild Turkey, wood ducks as well as ducks that use drainage ditch and small animals and birds. Red fan tailed hawks and horned owl's that live and nest there. It is a wildlife refuge for many animals and birds. Don't allow our quiet neighborhood to be taken from us. Save our Neighborhood and natural resources and animals and birds!!!!!! Vote NO.

Sent from my iPhone

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: NO to rezoning of Livernois court
Date: Friday, July 22, 2022 6:39:38 PM

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

Dear Troy Planning Commission,

My name is Odeta Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

In addition to that Wattles elementary school, which my son attends, will not be able to accommodate the extra students without compromising quality by increasing class sizes. They don't have the space for extra classrooms.

Please say NO to rezoning.

Sincerely,
Odeta Fecani
3312 Louis Dr, Troy, MI

Sent from my iPhone

From: [Kevin Gameing](#)
To: [Planning](#)
Subject: Don't cut trees
Date: Monday, July 25, 2022 11:33:24 AM

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

Hi there I live in Francon Dr 3270 I'm 13 years old my childhood was messing around in the river and playing there I don't want to see that go and I know I'm not the only one please don't cut the trees because it's not just affecting me it's affecting everybody there are hundreds of animals and living organisms there where are all those animals going to go? you guys might say another place with grass but then they're just gonna cut those trees at the end they won't have a place to stay those trees aren't just home to animals I know those trees play a huge part in our ecosystem and oxygen

From: [Rolando Garay](#)
To: [Planning](#)
Subject: opposing rezoning
Date: Sunday, July 24, 2022 11:59:16 AM

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

dear troy planning commission my name is rolando i oppose the homestead condominium project around 3364 livernois i have been living here my whole life i am 16 years old and i'm truly disappointed do you not own a house in this area the flooding is bad it has caused many damages to my neighbors property does that not mean anything to you probably not because you're trying to rezone this area for a second time when they already lost the first time it makes my neighbors and my family feel let down that there aren't people representing this part of the neighborhood do you not care about the flooding issues that the citizens of troy specifically in this area face to whoever is in charge of these decisions i ask to put yourself in the shoes of my next door neighbor who had his new car damaged by the flood issues in this area instead of making it worse why don't you guys get behind the citizens and help us with the flood issues THE ENTIRETY OF FRANKTON DR OPPOSES THIS SHAMEFUL PROJECT

Sent from my iPhone

From: [Rolando Garay](#)
To: [Planning](#)
Subject: Opposing rezoning
Date: Monday, July 25, 2022 1:58:32 PM

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

dear troy planning commission my name is Rolando I have a 2 sons i oppose the homestead condominium project around 3364 livernois i have been living here my whole life i was here before lot of these buildings were even a thought in you're minds i'm truly disappointed troy is beautiful for it's nature and family setting you guys have already built many restaurants down the road from me leave our homes alone in this area the flooding is bad it has caused many damages to my neighbors property and mine too you probably don't know because you're trying to rezone this area for a second time when they already lost the first time it makes my neighbors and my family feel let down my neighbors and I have chatted we are a close community they have lived here since before my house was even built they are distraught that Troy continues this they have seen many kids from this neighborhood grow up and play in those woods to you it might not mean a lot but I hope I can see the next generation continue in those woods many Troy citizens on Facebook groups have said that they feel let down not just from this project but from others some comments said "there turning Troy into warren" never would I want Troy to be like warren other comments said "it's shameful to see a town that started from farmers destroy the very own nature that helped bring Troy to what it is now"THE ENTIRETY OF FRANKTON DR OPPOSES THIS SHAMEFUL PROJECT

From: [David Henson](#)
To: [Planning](#)
Subject: Rezoning the lands around 3364 Livernois
Date: Monday, July 25, 2022 2:19:55 PM
Attachments: [image001.png](#)

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

Dear Troy Planning Commission,

My name is Leonard David Henson. I live at 3273 Helena Dr Troy MI 48083. I strongly oppose the rezoning of the lands related to the Homestead Condominium Project (near 3364 Livernois). My neighborhood was built as a single-family residential area. Permitting a condominium development would decrease our property values, disrupt the peace and quiet of our neighborhood, disrupt our forest and make it no longer a single-family residential area. Please NO to REZONING!

Sincerely,

Leonard D. Henson
3273 Helena Dr

[David Henson](#) | JR Automation

Site Manager

C: +1 (248) 688-7001

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JR AUTOMATION™
A Hitachi Group Company

From: [Colleen Hickman](#)
To: [Planning](#)
Subject: No rezoning
Date: Saturday, July 23, 2022 12:17:20 PM

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

Dear Troy Planning Commission,

My name is Colleen Hickman. I live at 1242 Dickens Dr, Troy, MI.

I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi-family attached residential development would decrease the property values, disrupt the peace and quiet of the community, and destroy our beloved forest. We need more green spaces in Troy, not less.

In addition to that, Wattles Elementary School will not be able to accommodate the extra students without compromising quality by increasing class sizes. They don't have the space for extra classrooms.

Please say NO to rezoning.

Sincerely,
Colleen Hickman
1242 Dickens Dr
Troy, Mi. 48083

From: [Linda Pierfelice](#)
To: [Planning](#)
Subject: RE: condo project
Date: Sunday, July 24, 2022 2:37:22 PM

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

Dear Troy planning commission,

My name is James Horne and I live at 3151 Helena Troy. I strongly oppose the rezoning the land related to the Homestead Condominiums Project around 3364 Livernois. This neighborhood was built as a single family residential area, and permitting a dense condominium development would decrease our property values, disrupt the peace and quiet of my community, and destroy our so beloved forest that I love so much! Please say NO to REZONING !

I have lived here for 12 years and have enjoyed countless hours sitting across the drain and watching the wildlife. Mostly the beautiful Whitetail deer population. Where will these deer go? They will be pushed out into traffic and cause many accidents and even injuries or deaths! I strongly urge you to save our precious wildlife and wetlands!

Sincerely James Horne 3151 Helena Troy, MI. 48083 248-918-3818

From: [Idalia Garay](#)
To: [Planning](#)
Subject: Rezoning
Date: Sunday, July 24, 2022 12:21:52 PM

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

My name is Idalia i live on frankton dr a street where the flooding is bad we found out about you're plans to take away our forest through our neighbors we noticed activities going on in the woods like pink Marks on the tree it makes me sad to think you would let this happen again when we already voted no the first time do whats right and represent the citizens of troy not a big money investor that could care less about our flooding issues we the citizens of troy are not going to let you guys do whatever you want when the consequences would be against us we have created a group that will oppose these efforts OUR VOICES WILL BE HEARD DO NOT SUPPORT THE REZONING

Enviado desde mi iPhone

From: [Jimmy ?](#)
To: [Planning](#)
Subject: Please NO REZONING - 3364 Livernois
Date: Sunday, July 24, 2022 3:02:53 PM

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

Dear Troy City Planning Commission,

My name is Jimmy Shah, I live at 3270 Louis Dr, Troy 48083.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely

Jimmy Shah
3270 Louis Dr
Troy, MI 48083

From: [Jen DiPerna](#)
To: [Planning](#)
Subject: Rezoning Opposition for 3364 Condo Plans
Date: Monday, July 25, 2022 12:03:49 PM

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

To whom it may concern,

My name is Jen DiPerna and I'm a resident at 654 Troywood Dr. Troy, MI 48083. We've lost a lot of quality people in our city to other cities that hold more opportunities. Our nature trail is one thing that was developed that kept us from moving. We use it often and enjoy the quiet, peaceful, not overcrowded walk/bike rides.

There are so many condos and we don't like our city as much as we did 15 years ago when we moved in. The condos are a We were drawn here because of the green space. We had 4 foxes living..LIVING on our dirt road this summer. That is a red flag to halt the builds here. It's temporary money that, while attractive in the moment, could be the same decision that moves more families out of Troy costing the city more money in the long run. We need to hold onto the quality of the city, which is being botched by all these builds. We're a community, we're all in this together.

Respectfully,

Jen D.

Sent from my iPhone

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: Say NO to rezoning on Livernois court/ North of Big Beaver
Date: Friday, July 22, 2022 10:57:41 PM

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

Dear Troy Planning Commission,

My name is Kozeta Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

Wattles Elementary School will be more crowded too, larger class sizes, and I oppose that because my grandson goes there.

Please say NO to rezoning.

Sincerely,
Kozeta Fecani
3312 Louis Dr, Troy, MI

Sent from my iPhone

From: [Garima Kumar](#)
To: [Planning](#)
Subject: NO to Rezoning
Date: Sunday, July 24, 2022 1:45:06 PM

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

Dear Troy Planning Commission,

My name is Garima Kumar. I live at 3223 Helena Ave, Troy, MI. I strongly oppose the rezoning of the lands related to the Homestead Condominiums project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi-family attached residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. Please say NO to rezoning.

Sincerely,

Garima Kumar
3223 Helena Ave
Troy, MI 48083

From: [Dan L](#)
To: [Planning](#)
Subject: Homestead Condos Project - Livernois
Date: Monday, July 25, 2022 10:43:14 AM

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

Hello Troy Planning Commission,

My name is Dan Letwin. I live at 3235 Helena St, Troy, MI 48083. I'm reaching out to oppose the rezoning of the lands related to the Homestead Condos Project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease our property values, disrupt peace and destroy forest in the area. Please reconsider your plan.

Thank you,

--

DanielLetwin

E: letwin.dan@gmail.com

From: [Elizabeth L](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condos)
Date: Monday, July 25, 2022 1:40:54 PM

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

Dear Troy Planning Commission,

My name is Elizabeth Leung. I live at 398 Tanner Drive. I strongly oppose the rezoning of the lands related to the Homestead Condos Project. (around 3364 Livernois) The neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease property values, disrupt the peace and quiet of the community, and destroy even MORE of the very little green space we have left in this city! **Please say NO to REZONING!** The rezoning in this city is becoming ridiculous and making me, and many others, reconsider every reason we chose to move to this city!

Sincerely an upset resident,
Elizabeth Leung
398 Tanner Drive

From: [Katie MacFarland](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condominiums)
Date: Saturday, July 23, 2022 2:27:34 PM

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

Dear Troy Planning Commission,

My name is Katie MacFarland. I am a resident of Troy, and strongly oppose the rezoning the lands related to the Homestead Condominiums Project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting dense condominium development would decrease the property values, disrupt the peace and quiet of the community, and destroy the beloved forest. Please say NO to REZONING!

Sincerely,
Katie MacFarland
5820 Patterson Drive
Troy, MI 48085

From: [dawn.miles](#)
To: [Planning](#)
Subject: Rezoning for Homestead Condominiums
Date: Sunday, July 24, 2022 12:33:22 PM

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

I am writing you today as I **strongly oppose** the rezoning of land for the above named project. We purchased our home on Frankton Drive because it was a peaceful place to live, and it was meant for single family residences.

My concerns are the decreasing of our property values, danger to wildlife, increased flooding potential damage to our foundation as nearby lands will have to re settle, and increased traffic on already busy streets.

Please let my voice be heard.

Sincerely, Dawn Miles

3299 Frankton Dr Troy MI 48083

From: [MARILYN O'BRIEN](#)
To: [Planning](#)
Subject: Rezoning - PIN 88-20-22-301-007, 008, 009 of Section 22
Date: Sunday, July 24, 2022 2:59:39 PM

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

TO: Members of the Troy Planning Committee
Toby Buechner, Carlton Faison, Michael W. Hutson, Thomas G. Krent, Dave Lambert, Jayalakshmi, Marianna Perakis, Sadek S. Rahman, and John J. Tagle

Thank you for the opportunity to address the issue of rezoning of the property known as the Livernois Court Project (PIN 88-20-22-301-007, 008, 009 of Section 22) (Conditional Rezoning CR JPLN2022-001 - Proposed Homestead Condominiums, from One Family Residential District to One Family Attached Residential District.

My name is Marilyn B. O'Brien. I live at 4225 Bristol Drive with my husband and adult daughter. We are vehemently opposed to the rezoning of the property as described above.

May I direct your attention to the City of Troy Master Plan (unanimously accepted by the City Council in 2016 under Resolution 2016-08-140). Please see Chapter 7 - Green City: Responsibility to Natural & Energy Resources, page 49, last paragraph:
The value of home sites adjacent to open space, parks, wetlands, greenbelts, and other green amenities is greater, all things being equal to similar sites not adjacent to such amenities.

Rezoning the aforementioned property, albeit it from single family dwellings to family attached dwellings - will certainly have an adverse effect on the value of all the home sites surrounding this property, including - perhaps - a lower assessment value.

Further in the document, the Master Plan calls for means for the preservation of natural features. It is woefully silent on the wildlife in the City, except as it pertains to city parks. I suppose the "park" wildlife that is being considered is squirrels and chipmunks, and maybe raccoons and possums. The Master Plan does not address the larger wildlife, like deer and coyotes. The aforementioned property is home to a large number of deer and coyotes. When the original developer of the property commenced to bulldoze trees, etc., the deer and coyote population started moving into the residential areas in the autumn of 2019. These animals are being displaced - all over Troy - at alarming rates.

See the Master Plan on the preservation of trees. Troy has been a recognized "Tree City" for 25 years. Conservationists recognize the value of trees in keeping the environment and air quality clean. Large scale removal of trees will likely occur with the development of said property.

There has to be a better solution for the development of this land. Why haven't those residents who live directly east and south of this property (particularly around Wattles

Elementary) been consulted on what might be acceptable for land development?

Troy is losing its 'green spaces', through - sometimes unnecessarily - development.

We ask you vote NO on the rezoning of this property!

Thank you for your time and service to the City.

Sincerely,
Marilyn O'Brien

From: [Diane Paul](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condominiums)
Date: Monday, July 25, 2022 12:17:00 PM

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

Dear Troy Planning Commission

Our names are Mark and Diane Paul. We live at 3844 Root Drive in Troy for 36 years. We STRONGLY OPOSE the rezoning of the lands related to the Homestead Condominiums Project (around 3364 Livernois). This neighborhood was built as a SINGLE FAMILY residential area. Permitting a dense condominium development will disrupt the peace and quiet of this long time residential community, as well as the quiet of the Anthology Senior Living Center. This is so unfair to the families that have made their home on these streets for so many years. It will destroy our beloved forest. There is SO little greenspace left in Troy. Please don't destroy this peaceful small area of land left in the city.

Please say NO to REZONING.

Also, please note there WILL be a higher risk of flooding for the area.

Sincerely,

Mark and Diane Paul

3844 Root Drive

Troy, MI 48083

From: [John Phillips](#)
To: [Planning](#)
Subject: Livernois and Big Beaver rezoning for Homestead Condo Project
Date: Sunday, July 24, 2022 1:53:52 PM

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

Dear Troy Planning Commission,

My name is John Phillips, I spoke at the last rezoning meeting for this property the last time it came up for rezoning. I would also like to comment on this new attempt at rezoning.

I met online with the company that is planning the condo development. They seem like a good company. Their plan is to market these condo's to the 50+ age group. After talking and then receiving their information packet with all the details of what is planned, I can not support the rezoning of this land.

First off they(developer) are planning on deforesting the wetlands. Grading down 1/3 of the area so that they can build up where they plan to build the condo building. This would decimate the natural wildlife that currently resides in the wetlands, result in possible flooding and/or swamp being created. If this turns into a swamp then wetlands would be changed from its current natural environment.

They also plan on a retention "pool" for rain run off from their complex. Not sure how the "pool/pond" would work as the only other source of water is the drain that runs along the property line to the south. Overflow would have to flow into the current drain and as we have seen from the build up along Big Beaver the drain is having a hard time supporting that additional load. Adding the additional roads/condos/etc would limit the amount of water the wetlands can absorb thus resulting in additional run off required.

Their plan is also to put in walking trains around the park area created by the dig down. It did not sound like they will be paved/blacktopped though so not sure how they will "survive" when nature tries to take back the area. Walking paths around/in the wetlands/swamp created would be an insect nightmare. Any method to reduce the insect population would dramatically affect the current ecosystem of the wetlands(disrupt the food chain).

In their plan where they will be digging down to allow for build up for the condos is to make them "parks" but not maintain them(plan is for prairie grass to be planted). This doe not provide home/shelter/cover for the wildlife currently residing in the wooded area. All the trees in the dig area(AGED trees mind you) would have to be removed in order to reduce ground level. The deforestation would result in a change of the wetlands natural habitat and possibly it's retention capabilities

for rain/water.

As I said at the start of this email, their plan is for 50+ residents to move in to these condo's so targeting the seniors. But if you look at their plans, EVERY, and I mean every building configuration has stairs....So any forward looking senior would see that as a major disadvantage to moving into a "final move" condo. Stairs are the bane of seniors once they hit a certain age point.

I would recommend keeping this as 3 single home plots and allowing single home dwellings to be built at the road. Not disturbing the wetlands that allows for the natural beauty that exists there.

We have already cut paths into the woods for the "Troy Trails" let us not interfere with the natural wildlife currently residing there. Give them a place to live too.

Lastly this area provides a green space that keeps our homes cooler in the summer....trees/winds cool the air, heat is not absorbed into roofs/streets.

Any one heard of global warming? Tree/forest GOOD....roads/homes bad.

Thank you for your time,

John Phillips

3302 Frankton Dr

Troy MI, 48083

(1 house away from the drain and the wetlands beyond)

From: [Linda Pierfelice](#)
To: [Planning](#)
Subject: proposed condo complex on Livernois
Date: Sunday, July 24, 2022 3:36:46 PM

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

Dear Troy Planning Commission,

My name is Linda Pierfelice. I live at 3151 Helena. I strongly oppose the rezoning of the lands related to the Homestead Condominiums Project. This neighborhood was built as a single family residential area and permitting a dense condominium development would decrease our property values, disrupt peace and quiet of my community and destroy our beloved forest. I enjoy watching the deer in the nearby woods, and if this is rezoned, the deer will have nowhere to go, will be killed on the roads, or possibly killing residents while driving. I say NO to rezoning.

From: [Ron Schwark](#)
To: [Planning](#)
Subject: Homestead condominium project around 3364 Livernois
Date: Sunday, July 24, 2022 11:59:47 AM

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

Dear Troy Planning Commission,

We are Ron and Beth Schwark. We live at 3252 Frankton Dr. We strongly oppose the rezoning the lands related to the Homestead Condominium Project around 3364 Livernois. Our neighborhood is a single family residential area. We have lived here for over 30 years and watched as you have allowed our wooded areas to be torn down and put up concrete buildings. Troy has so many condos, apartments and homes, that we don't need anymore. Once before we along with many others in the area opposed a single story senior home on Livernois, but some how we ended up with a 2-story building and a dog park. Go figure, it was more important to get the money for the city than how the neighborhood felt. Our point is simple, please listen to us this time as condominiums will take away from our green space, wooded area, increase flooding in the creek and cause more congestion on Livernois. Please say NO and stick with it. Do not be greedy. We have enough places for people to eat, drink and live in Troy. We are a cement city with little green spaces.

Thank you

Ron and Beth Schwark
3252 Frankton Dr
Troy, MI 48083
Sent from my iPhone

From: [HIREN SHAH](#)
To: [Planning](#)
Subject: NO REZONING - 3364 Livernois
Date: Sunday, July 24, 2022 3:00:11 PM

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

Dear Troy City Planning Commission,

My name is Hiren Shah, I live at 3270 Louis Dr, Troy 48083.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois).

This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest.

Please NO to REZONING!

Thank you

Sincerely
Hiren Shah
3270 Louis Dr
Troy, MI 48083

From: [Sanjay Shah](#)
To: [Planning](#)
Subject: NO REZONING - 3364 Livernois
Date: Monday, July 25, 2022 1:09:45 PM

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

Dear Troy City Planning Commission,

My name is Sanjay Shah, I live at 123 Millstone Drive, Troy, MI 48084.

I strongly oppose the rezoning the lands related to the Homestead Condominiums project (around 3364 Livernois). This neighborhood was built as single-family residential area, and permitting a dense condominiums development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. Please NO to REZONING!

Thank you

Sincerely
Sanjay Shah

123 Millstone Drive
Troy, MI 48084

From: [PAULETTE SHAW](#)
To: [Planning](#)
Subject: Opposition to Rezoning (Homestead Condos)
Date: Monday, July 25, 2022 11:35:20 AM

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

Dear Troy Planning Commission,

My name is Paulette Shaw. I live at 3861 Jennings Dr, 48083. My husband and I strongly oppose the rezoning the lands related to the Homestead Condo Project (approx 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a dense condo development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved trees and forest areas. Please say NO to REZONING!

Thank you

,
Paulette & Neal Shaw
3861 Jennings Dr,
Troy, MI 48083
317-332-8160

From: [G Stormer](#)
To: [Planning](#)
Subject: Opposition to Homestead Condominiums (near 3364 Livernois)
Date: Monday, July 25, 2022 2:22:18 PM

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

Dear Troy planning Commission,

My name is Gavin Stormer and I live at 3254 Helena Dr, I strongly oppose the rezoning of the lands related to the Homestead Condominiums Project.

This neighborhood was built as a single family residential area, and permitting a large development like this is highly likely to impact the value of the homes and disrupt the normal peace and quiet currently enjoyed by it's residents.

It will also destroy the wooded area that the residents have also enjoyed for many years whilst increasing the likelihood of increased flooding risk and property damage, my house has been shown on Troy city maps as a flood plain, destroying the wooded area will clearly increase the likelihood of my house being damaged by flood water.

Please NO to REZONING!!!!

With best regards,

Gavin Stormer

Sent with [Proton Mail](#) secure email.

From: [Odeta Fecani](#)
To: [Planning](#)
Subject: Say NO to rezoning on Livernois court, north of Big Beaver
Date: Friday, July 22, 2022 10:55:24 PM

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

Dear Troy Planning Commission,

My name is Thomaq Fecani. I live at 3312 Louis Dr, Troy MI 48083, closest house to the land in question. I strongly oppose the rezoning of the lands related to the Livernois court project (around 3364 Livernois). This neighborhood was built as a single-family residential area, and permitting a multi family residential development would decrease our property values, disrupt the peace and quiet of my community, and destroy our beloved forest. We need more green spaces in Troy, not less.

Wattles Elementary School will be more crowded too, larger class sizes, and I oppose that because my grandson goes there.

Please say NO to rezoning.

Sincerely,
Thomaq Fecani
3312 Louis Dr, Troy, MI

From: [Mark F Miller](#)
To: [ELIZABETH SCHWARK](#)
Cc: [City Manager Distribution Group](#); [Brent Savidant](#); [Aileen Dickson](#); [Jackie Ferencz](#)
Subject: RE: Vote NO to Rezoning (CRJPLN2022-001, Homestead Condominiums)
Date: Thursday, August 11, 2022 9:07:23 AM

Dear Elizabeth:

I am responding to your email to City Council. City Management takes care of the day to day functions of the City. Therefore, we appreciate and thank your public comment. We will ensure your email is part of the public record.

Mark F. Miller AICP

City Manager | City of Troy

O: 248.524.3351

C: 248.763.3241

-----Original Message-----

From: ELIZABETH SCHWARK <schwarkiel@sbcglobal.net>
Sent: Wednesday, August 10, 2022 11:31 PM
To: City Council Email <CityCouncilEmail@troymi.gov>
Subject: Vote NO to Rezoning (CRJPLN2022-001, Homestead Condominiums)

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

Dear City Council,

I sent the following letter in July to hopefully get the planning commission to not rezone the condominiums for Mondrian to build in the forested area. I understand that they want to build 6, two story buildings for a total of 30 units which will be rental apartments. Please review my letter with my concerns and upsets. I also think that another set of apartments is unnecessary as just recently the old Suite hotel just south of I-75 off Livernois will be apartments.

Please vote NO.... We need green space. We need nature. Troy has way to many brick and mortar buildings. Turn the old K-Mart into something. It's been empty for how many years. But let's keep nature and green space. Please don't approve this.

Thank you

Ron and Beth

Dear Troy Planning Commission,

We are Ron and Beth Schwark. We live at 3252 Frankton Dr. We strongly oppose the rezoning the lands related to the Homestead Condominium Project around 3364 Livernois. Our neighborhood is a single family residential area.

We have lived here for over 30 years and watched as you have allowed our wooded areas to be torn down and put up concrete buildings. Troy has so many condos, apartments and homes, that we don't need anymore. Once before we along with many others in the area opposed a single story senior home on Livernois, but some how we ended up with a 2-story building and a dog park. Go figure, it was more important to get the money for the city than how the neighborhood felt. Our point is simple, please listen to us this time as condominiums will take away from our green space, wooded area, increase flooding in the creek and cause more congestion on Livernois. Please say NO and stick with it. Do not be greedy. We have enough places for people to eat, drink and live in Troy. We are a cement city with little green spaces.

Thank you

Ron and Beth Schwark
3252 Frankton Dr
Troy, MI 48083
Sent from my iPhone

Sent from my iPhone

From: [Mark F Miller](#)
To: [Aileen Dickson](#); [Brent Savidant](#); [Jackie Ferencz](#)
Subject: FW: Vote NO to Rezoning (CP JPLN2022-001, Homestead Condominiums)
Date: Monday, August 15, 2022 2:02:04 PM
Attachments: [image001.png](#)
[image002.png](#)
[image003.png](#)
[image004.png](#)
[image005.png](#)
[image006.png](#)

Public comment on a future item.



Mark F. Miller AICP
City Manager | City of Troy
O: 248.524.3351
C: 248.763.3241

From: Paola Quijano <paola.mirandaquijano@gmail.com>
Sent: Monday, August 15, 2022 1:41 PM
To: City Council Email <CityCouncilEmail@troymi.gov>
Subject: Vote NO to Rezoning (CP JPLN2022-001, Homestead Condominiums)

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

I STRONGLY oppose rezoning the lands related to Mondrian's Homestead Condominiums developments near 3364 Livernois. This is a forested wetland past FEMA's flood line borders. The surrounding neighborhoods, where I currently reside, were built for SINGLE-FAMILY homes NOT condominiums. Permitting Mondrian to cut down the forest to build a dense development will increase the terrible flooding problems in this area that already exists, decrease property value, and destroy the forest/green place that belongs to nature. Please vote NO to REZONING! This is an issue that directly affects me and my property, we will not give up! See you at the council meetings where I will continue to say, "NO TO REZONING!!"

Sincerely concerned citizens,

Paola & Allan Padilla, 3216 Louis Ave Troy, Mi 48083

(Above space for recording purposes.)

CONDITIONAL REZONING AGREEMENT

THIS CONDITIONAL REZONING AGREEMENT (“Agreement”) is hereby entered into by and between Tableau by Mondrian LLC, a Michigan limited liability company, whose address is 50215 Schoenherr, Shelby Township, Michigan 48315 (“Tableau”), and the CITY OF TROY, MICHIGAN, a Michigan municipal corporation, whose address is 500 W. Big Beaver Road, Troy, Michigan 48084 (“City”) on _____, 2022.

R E C I T A L S

A. Tableau is currently the fee owner of certain vacant real property which is located on the east side of Livernois and north of Big Beaver, City of Troy, Oakland County, Michigan, more particularly described on Exhibit A, attached hereto (“Property”).

B. Tableau intends to improve and develop the Property as a residential attached condominium development.

C. The Property is presently zoned R-1E (One Family Residential). In order to facilitate the development, Tableau desires to have the Property rezoned from R-1E (One Family Residential) to RT (One Family Attached Residential District) under the Troy Zoning Code.

D. As part of approval of this Agreement, which will result in the Property to be zoned RT (One Family Attached Residential District), Tableau offers and agrees to make the improvements, proceed with the project and comply with document submission dates and/or project completion dates, as described in this Agreement and any incorporated documents. Any conditions, representations or promises included in the Agreement have been voluntarily offered by Tableau to induce the City to rezone the land to the proposed classification. Tableau and the City agree that the rezoning and the terms of this Agreement provides for: (i) the promotion of the public health, safety and welfare; (ii) compatibility with the Master Plan; (iii) compliance with all terms and conditions of the

zoning district to which the land is to be rezoned, except as otherwise allowed in the Agreement; (iv) the accommodation of service and facility loads for public services and facilities affected by the proposed development; (v) compatibility with adjacent uses of land; and (vi) other legitimate objectives authorized under the Michigan Planning Enabling Act, MCL 125.3801, et. seq., the Michigan Zoning Enabling Act, MCL 125.3101, et. seq. and Chapter 39, Section 16.04 of the City of Troy Zoning Ordinance. The burden of the conditions on Tableau is roughly proportionate to the burdens being created by the development, and to the benefit which will accrue to Property as a result of the requirements represented in the project and/or development.

F. For the purpose of confirming the rights, obligations and restrictions in connection with the improvements and development to be undertaken on the Property, the parties have entered into this Agreement. The rezoning of the Property to RT (One Family Attached Residential District) shall become effective as set out in Section 4.1 of this Agreement. Once this Agreement is approved by the Troy City Council, it shall be binding upon the City, Tableau, and their agents, successors and assigns. The City's Zoning District Map shall be updated to reflect the amendment to the Zoning Ordinance and the District Map shall be updated to reflect the amendment to the Zoning Ordinance and the District Map within a reasonable period of time after the effective date of the rezoning. This Conditional Rezoning Agreement is being proposed by Tableau and entered into voluntarily by Tableau and the City.

G. Tableau has voluntarily offered to enter into this Conditional Rezoning Agreement consistent with the Zoning Enabling Act, as defined in Article 1 of this Agreement and the City of Troy Zoning Ordinance, Chapter 39, Section 16.04 (Conditional Rezoning Procedures).

H. This Conditional Rezoning Agreement is made by the City pursuant to authority granted to the City under MCLA §125.3405, as amended.

I. The City's Planning Commission, at its July 26th, 2022, meeting, adopted a resolution recommending to the City Council that Tableau's RT rezoning request, which incorporates Site Plan approval, be granted.

J. The City, by action of its City Council at its meeting of _____, 2022, adopted a resolution and has accepted the offer of Tableau to enter into this Conditional Rezoning Agreement, which incorporates Site Plan approval.

NOW, THEREFORE, Tableau and the City for the good and valuable consideration outlined in this Agreement, the receipt and sufficiency of which are hereby acknowledged, agree as follows:

ARTICLE 1
DEFINITIONS AND COVENANTS

1.1 “Conditional Rezoning Agreement Documents” shall mean Chapter 39, Section 16.04 of the City’s Zoning Ordinance, as amended, this Agreement and the Site Plan (see Section 2.4).

1.2 “Improvements” means (a) acquisition of building permits; (b) submission of required site bonds to City; and (c) on-site improvements on the exterior Property such as landscaping.

1.3 “Troy Zoning Code” means Chapter 39 of the Code of Ordinances of the City of Troy.

1.4 “Zoning Enabling Act” means State of Michigan’s Act 110 of the Public Acts of 2006, as amended (MCLA §125.3101, et. seq., as amended).

ARTICLE 2
DESCRIPTION OF DEVELOPMENT

2.1 Development Description. The development involves the construction of 30 attached condominium units within 6 buildings on the Property, as described as Exhibit A attached.

2.2 Development Parcel. The Property is described on Exhibit A, attached hereto and also constitutes the property to be rezoned.

2.3 Current Ownership of Property. The Property is currently owned by Tableau.

2.4 Site Plan. The drawings and submittals for the Property which constitute the Site Plan and related plans are identified and attached hereto as Exhibit B (“Site Plan”).

2.5 Development Documents. The Property shall be developed and improved only in accordance with the Conditional Rezoning Agreement Documents.

ARTICLE 3
CONDITIONS FOR REZONING

3.1 Rezoning. In consideration for the City’s rezoning of the Property from their current classification of R-1E (One Family Residential) to RT (One Family Attached Residential District), Tableau voluntarily offers and agrees to be bound by the conditions which have been incorporated into the Site Plan.

3.2 Representation. Tableau represents and confirms that the Property shall not be used or developed in a manner inconsistent with the conditions placed on rezoning as set out in this Agreement.

3.3 Expiration. Tableau shall be subject to the expiration of the provisions of Section 16.04.E. of the Troy Zoning Ordinance and Section 6.2 of this Agreement.

3.4 Conditions Offered by Tableau:

1. The development shall conform to RT Zoning;
2. The development shall be limited to a maximum of 6-buildings with 30 total units;
3. The Maximum building height shall not exceed 2 stories or 30' in height;
4. The maximum percentage of lot covered by buildings will be thirty percent (30%);
5. The building materials shall be a mix of brick, asphalt shingles, plank siding, with variety of color palates and durable, low-maintenance materials;
6. Each Unit shall have a minimum of a one-car garage on the first level of each unit;
7. Additional features and amenities:
 - a. Community Park & Gathering Area;
 - b. Walking Trails Internal & External Sidewalks;
 - c. Ability to Connect to Troy Trails;
 - d. Exercise & Fitness Stations;
 - e. Butterfly Gardens;
 - f. Park Benches;
 - g. Livernois Frontage Landscape & Decorative Stone Walls;
 - h. Landscape Boundary Buffer Plantings & Preservation of Natural Features;
8. Significant tree plantings & re-forestation;
9. No exterior refuse containers shall be used. Individual waste and recycling containers shall be stored in each unit's garage and placed at the curb on collection days in accordance with City ordinances;
10. Minor modifications to the site plan shall be reviewed, and if appropriate,

administratively approved by the Community Development Director (Any such minor changes are those that in the City's discretion would not adversely or substantially affect the conditions of the re-zoning or the site plan).

11. Tableau shall grant an easement for public ingress and egress to the City of Troy over the walking path connecting to Livernois Road (as depicted on Exhibit B hereto).

ARTICLE 4 REZONING

4.1 Resolution and Zoning Map Amendment. Directly after City Council's approval of this Conditional Rezoning Agreement, City Council shall pass a Resolution rezoning the Property to RT (One Family Attached Residential District) under the Troy Zoning Code. That Resolution shall also state that the Zoning Map shall be amended to reflect a new zoning classification. The Planning Director shall take necessary action to amend the Zoning Map to the new classification along with a relevant designation that will provide reasonable notice of the Conditional Rezoning Agreement. The Conditional Rezoning Approval and the amendment to the Zoning Map shall not become effective until the Conditional Rezoning Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk.

ARTICLE 5 DEVELOPER'S RIGHTS, OBLIGATIONS AND PROPERTY RESTRICTIONS

5.1 Right to Develop. Tableau shall have the right to develop the Property in accordance with the Conditional Rezoning Agreement Documents. The Site Plan included in the Conditional Rezoning Agreement Documents is deemed approved and in compliance with the conditions as stated in Section 3.1. If development and/or actions are undertaken on or with respect to the Property in violation of the Conditional Rezoning Agreement, such development and/or actions shall constitute a violation of the City of Troy Code of Ordinances and deemed a nuisance per se. In such cases, the City may issue a stop work order relative to the Property and seek any other lawful remedies. Until curative action is taken to bring the Property into compliance with the Conditional Rezoning Agreement, the City may withhold or, following notice and an opportunity to be heard, revoke permits and certificates in addition to or in lieu of such other lawful action to achieve compliance.

5.2 Compliance with Agreement. All development, use, and improvement of the Property shall be subject to and in accordance with this Agreement, the Conditional Rezoning Agreement Documents, all applicable City Ordinances, and shall also be subject to and in accordance with all other approvals and permits required under applicable City Ordinances and State law.

5.3 Compliance with City Ordinances. Tableau shall comply with the City Code of Ordinances, make any necessary application for permits and obtain any necessary approvals and permits for the development of the Property, including signage.

5.4 Amendment to Plans. In the event that during the course of final site plan review, building permits review or construction and development of the Property, the City's Planning Department or Building Department determine that the engineering or building plans, as submitted by Tableau, shall need to vary from the approved Site Plan, then the Building Department and/or Planning Department shall be empowered to administratively approve such change or variance, consistent with City Ordinances, without amending this Agreement, provided that such changes or variances are consistent with the Conditional Rezoning Agreement Documents and are determined to be minor in nature by the Planning Director. Notwithstanding the foregoing, any change that affects Section 3.4, 1 through 11, of this Agreement shall require an amendment of the Agreement.

ARTICLE 6 THE CITY'S RIGHTS AND OBLIGATIONS

6.1 Police Powers. The action of the City in entering into this Conditional Rezoning Agreement is based upon the understanding that the intent and spirit of the police power objectives of the City relative to the Property are embodied in the Conditional Rezoning Agreement Documents and those powers are assured based upon the development and/or undertakings on the Property. The City is thus achieving its police power objective and has not, by this Agreement, bargained away or otherwise compromised any of its police power objectives.

6.2 Expiration. Conditional Rezoning approval shall expire following a period of two (2) years from the effective date of the rezoning as set out above unless progress has been diligently pursued and substantial completion has occurred in accordance with permits issued by the City. The City shall have the sole discretion to determine if progress has been diligently pursued by Tableau. The City, through its employees and agents, shall at all times be allowed to enter onto the Property to determine the progress of the development.

6.3 Enforcement. The City may initiate legal action for the enforcement of any of the provisions, requirements, and obligations set forth in the Conditional Rezoning Agreement. In the event the City obtains any relief as a result of such litigation, Tableau shall pay all court costs and attorney fees incurred by the City in connection with such suit.

6.4 Non-Compliance. If Tableau is developing the Property in non-compliance with the Conditional Rezoning Agreement, the City may issue a stop work order as to any or all aspects of the Development; may deny the issuance of any requested building permit or certificate of occupancy within any part or all of the Development regardless of

whether the Developer is the named applicant for such permit or certificate of occupancy; and may suspend further inspections of any or all aspects of the Development.

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

ARTICLE 7 GENERAL PROVISIONS

7.1 The City's Representations and Warranties. The City represents and warrants to Tableau as follows:

- a. Authority. The City has the authority to enter into this Conditional Rezoning Agreement and to perform and carry out all obligations, covenants and provisions hereof. The City's authority shall be evidenced by appropriate resolutions.
- b. Transfer of Ownership. The transfer of title of the Property from Tableau to an entity in which the principals of Tableau do not have an ownership interest, if such transfer is made prior to substantial completion of the Improvements, shall not constitute an event of default under this Conditional Rezoning Agreement;
- c. Compliance. The Conditional Rezoning Agreement complies with the requirements of City Ordinances, including the Troy Zoning Code.
- d. Sole Authority. The City Council is the sole and appropriate municipal body to enter into the Conditional Rezoning Agreement with Tableau.
- e. Plan Review. The City will timely review the plans and documents submitted for building permits, public utilities and signage, and any amendments thereto submitted by Tableau to achieve the purposes of this Conditional Rezoning Agreement.
- f. Use. The intended land use for the Property is a permissible use under the Troy Zoning Code and Troy Master Plan.
- g. Validity of Use. In the event that the Troy Zoning Code is amended such that the use provided for in this Conditional Rezoning

Agreement for the Property is no longer a permitted use of right in the RT (One Family Attached Residential District) District, the use provided for in this Conditional Rezoning Agreement and continuation of that use shall be governed by the provisions of Troy's Zoning Ordinance governing non-conforming lots uses and structures currently set forth in Article 14 of the Zoning Ordinances.

- h. Restraints. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, the City's Charter, or any agreement to which the City is a party or by which it is bound.
- j. Litigation. The City has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect the City or its principals from carrying out the covenants and promises made herein.

7.2 Tableau's Representations and Warranties. Tableau represents and warrants to the City as follows:

- a. Organization. Tableau has all requisite power and authority to own and operate its assets and properties, to carry on business as now being conducted, and to enter into and perform the terms of the Conditional Rezoning Agreement.
- b. Authorization. The execution and delivery of this Conditional Rezoning Agreement and consummation of the transactions contemplated hereby have been duly authorized by Tableau.
- c. Restraints. Neither the execution nor delivery of this Conditional Rezoning Agreement nor the consummation of the transaction contemplated hereby is in violation of any provision of any existing law or regulation, order or decree of any court or governmental entity, Tableau's organizational documents, or any agreement to which the Tableau is a party or by which it is bound.
- d. Disclosure. No representation or warranty by Tableau, or any statement or certificate furnished to the City pursuant hereto or in connection with the transactions contemplated hereby, contains or will contain any untrue statement of a material fact or will omit to state any fact necessary to make the statements contained herein or therein not misleading.

- e. Litigation. Tableau has no notice of and there is no pending or threatened litigation, administrative action or examination, claim or demand before any court or any federal, state or municipal governmental department, commission, board, bureau, agency or instrumentality thereof which would affect Tableau or its principals from carrying out the covenants and promises made herein.
- f. Financial. Tableau is financially able to develop the Property.
- g. Compliance with Laws. Tableau shall comply with all Laws and all City ordinances applicable to the construction, ownership, maintenance, operation and use of the Property.

7.3 Effective Date. The effective date of this Conditional Rezoning Agreement is the date the Agreement is recorded with the Oakland County Register of Deeds and a certified copy of the Agreement is filed with the City Clerk in accordance, with the Zoning Ordinance, whichever date is later.

ARTICLE 8 NOTICES

All notices, consents, approvals, requests and other communications, herein collectively called "Notices," required or permitted under this Conditional Rezoning Agreement shall be given in writing and signed by an authorized representative of the City or Tableau. Notices permitted or required shall be deemed sufficient if (a) mailed by certified or registered mail, return receipt requested, (b) personally delivered, (c) sent by overnight courier, or (c) sent by e-mail to a party as follows:

To City: Planning Director
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3364
 Email: SavidantB@troymi.gov

With a Copy to: City Attorney
 City of Troy
 500 W. Big Beaver Road
 Troy, Michigan 48084
 Tel: (248) 524-3320
 Email: bluhmlg@troymi.gov

To Tableau: Joseph Maniaci
Tableau by Mondrian LLC
50215 Schoenherr
Shelby Township, Michigan 48315
Tel: (248) 726-7340
Email: jmaniaci@mondrianproperties.com

With a copy to: Mark J. Abdo
Attorney at Law
12900 Hall Road, Suite 403
Sterling Heights, Michigan 48313
Tel: (586) 412-1900
Email: markabdolaw@gmail.com

All such notices, certificates or other communications shall be deemed duly given (a) when delivered in person, (b) upon confirmation of receipt when transmitted by electronic mail but only if followed by transmittal by overnight courier or hand delivery on the next Business Day, (c) upon receipt after dispatch by registered or certified mail, postage prepaid or (d) on the next Business day if transmitted by overnight courier. Any party may by notice given under this Conditional Zoning Agreement designate any further or different addresses or recipients to which subsequent notices, certificates or communications hereunder shall be sent.

ARTICLE 9 MISCELLANEOUS

9.1 Non-Liability of City, Officials and Employees. No City official, officer, employee, board member, city council member, elected or appointed official, attorneys, consultants, advisors, agents and representatives, shall be personally liable to Tableau for any default or breach by the City of any obligation under this Conditional Rezoning Agreement or in any manner arising out of the performance of this Conditional Rezoning Agreement by any party.

9.2 Successors/Provisions Running With the Land. This Conditional Rezoning Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective successors and assigns. The provisions of Sections 3.1, 3.4, and 5.1 of this Conditional Rezoning Agreement shall be deemed benefits and burdens which shall run with the Property.

9.3 Recording. This Conditional Rezoning Agreement shall be recorded with the Oakland County Register of Deeds at the expense of Tableau within a reasonable time not to exceed thirty days after the Public Hearing where Troy City Council members vote to approve the Agreement. The original Site Plan documents, drawings and submittals referenced in Section 2.4 are not required to be recorded except those copies which are referenced in and attached as Exhibit B if this Agreement and the City shall maintain such documents in its books and records. Within fourteen days after recording, Tableau shall provide the City Clerk with a certified copy of the Agreement as recorded, showing the

date of recording, liber and page numbers.

9.4 Complete Agreement. This Conditional Rezoning Agreement constitutes the entire agreement between the parties with respect to the subject of this Conditional Rezoning Agreement and it may not be amended or its terms varied except in writing and signed by the required parties, except for matters pursuant to Section 5.4 above.

9.5 Conflicts. In the event of conflict between the provisions of this Conditional Rezoning Agreement and the provision of the Troy Zoning Code, the provisions of this Conditional Rezoning Agreement shall prevail.

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

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

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

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

9.10 Waiver of Breach. A party to this Agreement does not waive any default, condition, promise, obligation, or requirement applicable to any other party hereunder, unless such waiver is in writing, signed by an authorized representative of that party, and

expressly stated to constitute such waiver. Such waiver shall only apply to the extent given and shall not be deemed or construed to waive any such or other default, condition, promise, obligation, or requirement in any past or future instance. No failure of a party to insist upon strict performance of any covenant, agreement, term or condition of this Conditional Rezoning Agreement or to the exercise of any right or remedy in the event of a default shall constitute a waiver of any such default in such covenant, agreement, term, or condition.

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

9.12 Reasonableness. After consulting with their respective attorneys, Tableau and City confirm that this Agreement is authorized by and consistent with all applicable state and federal law and the United States and Michigan Constitutions, that the terms of this Agreement are reasonable, that they shall be estopped from taking a contrary position in the future, and that each shall be entitled to injunctive relief to prohibit any actions by the other inconsistent with the terms of this Agreement. Tableau and the City fully accept and agree to the final terms, conditions, requirements and obligations of the Agreement and all Conditional Rezoning Agreement Documents, and shall not be permitted in the future to claim that the effect of the Agreement and the Conditional Rezoning Agreement Documents result in an unreasonable limitation upon uses of all or a portion of the Property, or claim that enforcement of any of the Agreement and the Conditional Rezoning Agreement Documents causes an inverse condemnation or taking of all or a portion of the Property. Furthermore, it is agreed that the improvements and undertakings set forth in the Agreement and the Conditional Rezoning Agreement Documents are roughly proportional to the burden being created by the development, and to the benefit which will accrue to the Property as a result of the requirements represented by the development.

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

TABLEAU BY MONDRIAN LLC,
a Michigan limited liability company

Witness

By: _____
Joseph Maniaci
Its: Manager

STATE OF MICHIGAN)
) SS.
COUNTY OF OAKLAND)

The foregoing Conditional Rezoning Agreement was acknowledged before me this _____ day of _____, 2022, by Joseph Maniaci, as Manager of Tableau of Mondrian LLC.

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

CITY OF TROY, MICHIGAN,
a Michigan municipality

Witness

By: _____
Ethan Baker
Its: Mayor

Witness

By: _____
Aileen Dickson
Its: City Clerk

[illegible]

The foregoing Conditional Rezoning Agreement was acknowledged before me this _____ day of _____ 2022, by Ethan Baker on behalf of the City of Troy, a Michigan municipality.

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

[illegible]

The foregoing Conditional Rezoning Agreement was acknowledged before me this ____ day of _____, 2022, by Aileen Dickson on behalf of the City of Troy, a Michigan municipality.

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

Prepared by and recorded return to:

Mark J. Abdo
Attorney at Law
12900 Hall Road, Suite 403
Sterling Heights, Michigan 48313

Exhibit A

LEGAL DESCRIPTION

(Per Oakland County On-line tax assessing)

PARCEL ID 20-22-301-007

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, SOUTH 1/2 OF LOT 22
EXCEPT WEST 20 FEET

PARCEL ID 20-22-301-008

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 21 EXCEPT WEST
20 FEET

PARCEL ID 20-22-301-009

T2N, R11E, SECTION 21 & 22 SUPERVISOR'S PLAT NO. 26, LOT 20 EXCEPT WEST
20 FEET

Legal Description
(Overall Property as Surveyed by PEA Group)

All of Lots 20 and 21 together with the south half of Lot 22, except the west 20 feet of said Lots, of "Supervisor' Plat No. 26" as recorded in Liber 57, Page 59, Oakland County Records, being a subdivision of part of the E1/2 of the E1/2 of section 21, and Part of the NW1/4 of the SW1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan. Said lots being more particularly described as: Commencing at the West ¼ Corner of said Section 22; thence along the west line of said section S00°24'00"W, 1047.66 feet to the westerly extension of the south line of said Lot 20, also being the extension of the north line of "Eysters Beaver Gardens" as recorded in Liber 26, Page 14, Oakland County Records; thence along said line, S89°33'24"E, 73.00 feet to the east line of Livernois Road, 73 feet half width and the Point of Beginning; thence along said east line N00°24'00"E, 328.09 feet to the north line of the south half of said Lot 22, as previously established; thence along said north line S89°33'24"E, 1264.09 feet to the east line of said "Supervisor's Plat No. 26"; thence along said east line S00°30'14"E, 328.13 feet to the southeast corner of said Lot 20, also being the northeast corner of Lot 55 of said "Eysters Beaver Gardens"; thence along the south line of said Lot 20, also being the north line of said "Eysters Beaver Gardens" N89°33'24"W, 1269.26 feet to the aforementioned east line of Livernois Road and the Point of Beginning. Containing 9.540 acres of land, more or less.

Exhibit B

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

Index of Drawings

Sheet #	Sheet Name	Issue/Revision Date
P-1.1	Topographic Survey – West	revised 8/23/2022
P-1.2	Topographic Survey – East	revised 8/23/2022
P-2.0	Preliminary Site Plan	revised 8/23/2022
P-3.0	Preliminary Grading Plan	revised 8/23/2022
P-4.0	Preliminary Utility Plan	revised 8/23/2022
P-5.0	Preliminary Pathway Plan	revised 8/23/2022
L-1	Landscape Planting Plan	revised 8/23/2022
L-2	Landscape Details	revised 8/23/2022
T-1.0	Tree Preservation Plan – West	revised 8/23/2022
T-1.1	Tree Preservation Plan -East	revised 8/23/2022
T-1.2	Tree Preservation List	revised 8/23/2022
T-1.3	Tree Preservation List	revised 8/23/2022
T-1.4	Tree Preservation List	revised 8/23/2022

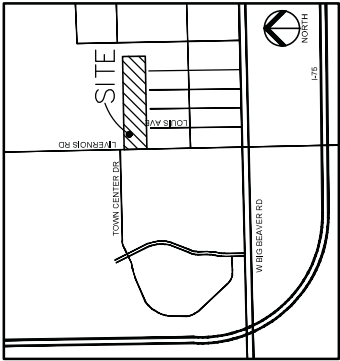
SECTION 7: PDF OF SITE PLAN FOR SUBMIT:

PRELIMINARY SITE PLANS

HOMESTEAD

3364 LIVERNOIS ROAD

CITY OF TROY, OAKLAND COUNTY, MICHIGAN



LOCATION MAP
NO SCALE

PERMIT / APPROVAL SUMMARY		
DATE SUBMITTED	DATE APPROVED	PERMIT / APPROVAL

DESIGN TEAM

OWNER/APPLICANT/DEVELOPER	CIVIL ENGINEER
PEA GROUP 5000 W. MICHIGAN SHELLEY TWP., MI 48315 CONTACT: JIM THOMPSON PHONE: 586.726.7269 EMAIL: JIM@PEAGROUP.COM	PEA GROUP 5000 W. MICHIGAN TROY, MI 48063-4872 CONTACT: JIM THOMPSON, PE PHONE: 844.813.2846 EMAIL: JTHOMPSON@PEAGROUP.COM

ARCHITECT	LANDSCAPE ARCHITECT
MARTINI SAMARTINO DESIGN GROUP 622 E. LONG LAKE ROAD, SUITE 200 TROY, MI 48063-4846 CONTACT: PAUL SAMARTINO PHONE: 248.522.6345 EMAIL: PSAMARTI@MOTMIL.COM	PEA GROUP 45 N. GRAND RIVER AVE., STE. 601 CLARKSTON, MI 48348 CONTACT: HILBERLY DETZEL, RLA PHONE: 844.813.2846 EMAIL: HDETZEL@PEAGROUP.COM

LANDSCAPE ARCHITECT
JERRIK PARTNERS, INC. 9306 SASHABAW ROAD CLARKSTON, MI 48348 CONTACT: JIM THOMPSON, PE PHONE: 248.922.0788 EMAIL: JIM@JEPIN.COM

REVISIONS	
DESCRIPTION	DATE
ORIGINAL ISSUE DATE	5/12/2022
PEP PG METRIC 07/26/22	8/11/2022
PEP PLANNING COMMENTS	8/23/2022



BENCHMARKS (GPS DERIVED - NAVD83)	
BM #304 ARROW ON HYDRANT, EAST SIDE OF LIVERNOS ROAD, IN FRONT OF ADDRESS #3929 ANTHOLOGY OF TROY, ELEV. - 67311	BM #305 ARROW ON HYDRANT, APPROX. 240' EAST OF LIVERNOS ROAD, SOUTH SIDE OF PARKING LOT OF #3940 LIVERNOS ROAD, ELEV. - 67399
BM #304 (GTD) ARROW ON HYDRANT, NORTHWEST CORNER OF TOWN CENTER DR. AND LIVERNOS ROAD, IN FRONT OF #3940 LIVERNOS ROAD, TOWNSHIP CENTER TOWNHOMES AND LOFTS, ELEV. - 67425	BM #305 (GTD) ARROW ON HYDRANT, WEST SIDE OF LIVERNOS ROAD, DIRECTLY ACROSS FROM TROY TRAILS AND DOG PARK, ELEV. - 67371

LEGAL DESCRIPTION	FILED
(Per Oakland County On-line fee assessing)	
PARCEL ID 20-22-301-007 PARCELS 1 & 2 SUPERNSHIPS PLAT NO. 28, LOT 20 EXCEPT WEST 20 FEET	
PARCEL ID 20-22-301-008 PARCELS 1 & 2 SUPERNSHIPS PLAT NO. 28, LOT 20 EXCEPT WEST 20 FEET	
PARCEL ID 20-22-301-009 PARCELS 1 & 2 SUPERNSHIPS PLAT NO. 28, LOT 20 EXCEPT WEST 20 FEET	
PARCEL ID 20-22-301-010 PARCELS 1 & 2 SUPERNSHIPS PLAT NO. 28, LOT 20 EXCEPT WEST 20 FEET	

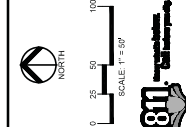


NOV 1971

LOUIS AVENUE
50' WIDE - PUBLIC

EFFECTIVE FEMA
FLOODPLAIN BOUNDARY

1. Flow																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																																									</
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AUTION!!
ALL LOCATIONS AND EVENT DATES SUBJECT TO CHANGE.
TICKETS ARE \$100 ON THE DAY AND ARE ONLY
FOR THE 1997-1998 SEASON. NO GUARANTEE OF REFUND OR
EXCHANGE. AS TO THE COMPLETION OF ACCURACY, THE
CONTRACTOR SHALL BE SOLELY RESPONSIBLE FOR
THE INFORMATION ON THE EVENT AND ACCORDING TO THE
TERMS OF THE MASTER CONTRACT.

0215 SCHENNIER
HELBY TOWNSHIP, MI 48315

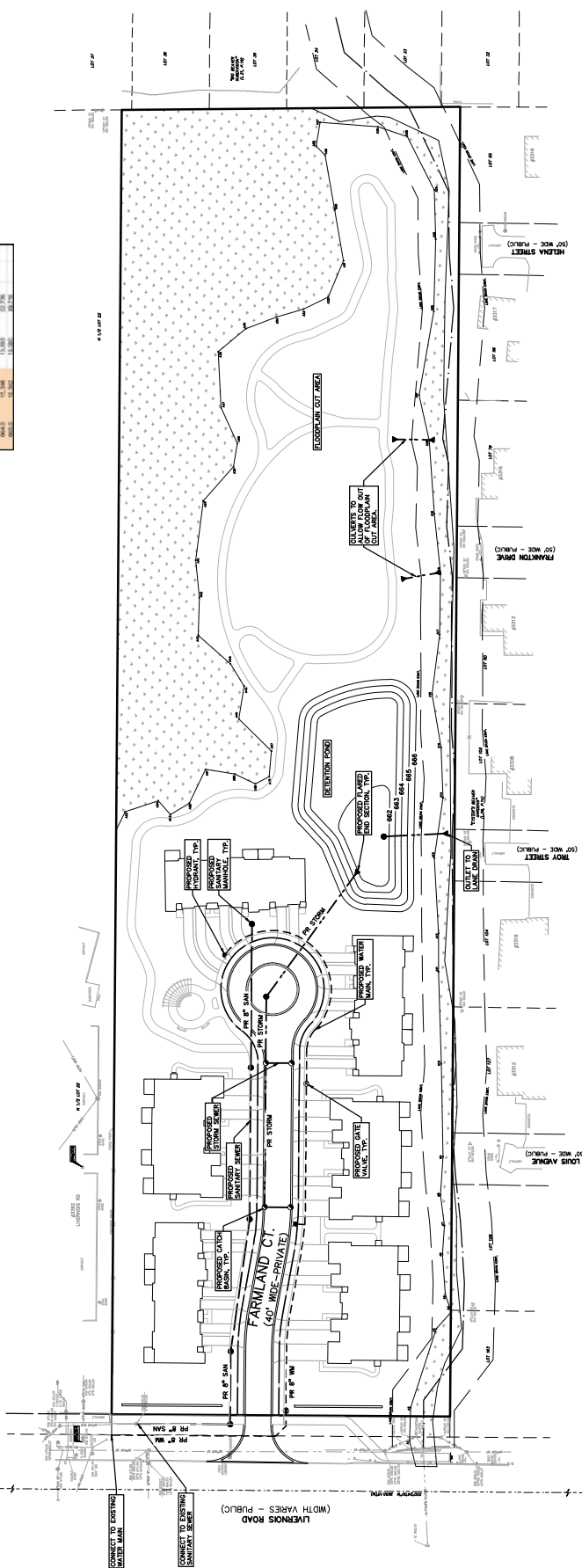
PROJECT TITLE
HOMESTEAD
564 ILLINOIS ROAD
MAY, MICHIGAN


[illegible]

DRAWING TITLE
PRELIMINARY
UTILITY PLAN

PEA JOB NO.	2021-0451
JA	JBT
IN.	KMB
ES,	DSK
DRAWING NUMBER:	

P-4.0






NORTH

0100200400

SCALE: 1" = 200'



CAUTION

UNDERGROUND UTILITIES MAY BE PRESENT


CALL BEFORE YOU DIG

811

FOR A COMPLETE LIST OF PARTICIPATING UTILITIES VISIT 811.NC

© 2022 PEA GROUP

CLIENT

 Tableau

50215 SCHENCK DRIVE
SHELBY TOWNSHIP, MI 48151

PROJECT TITLE

HOMESTEAD

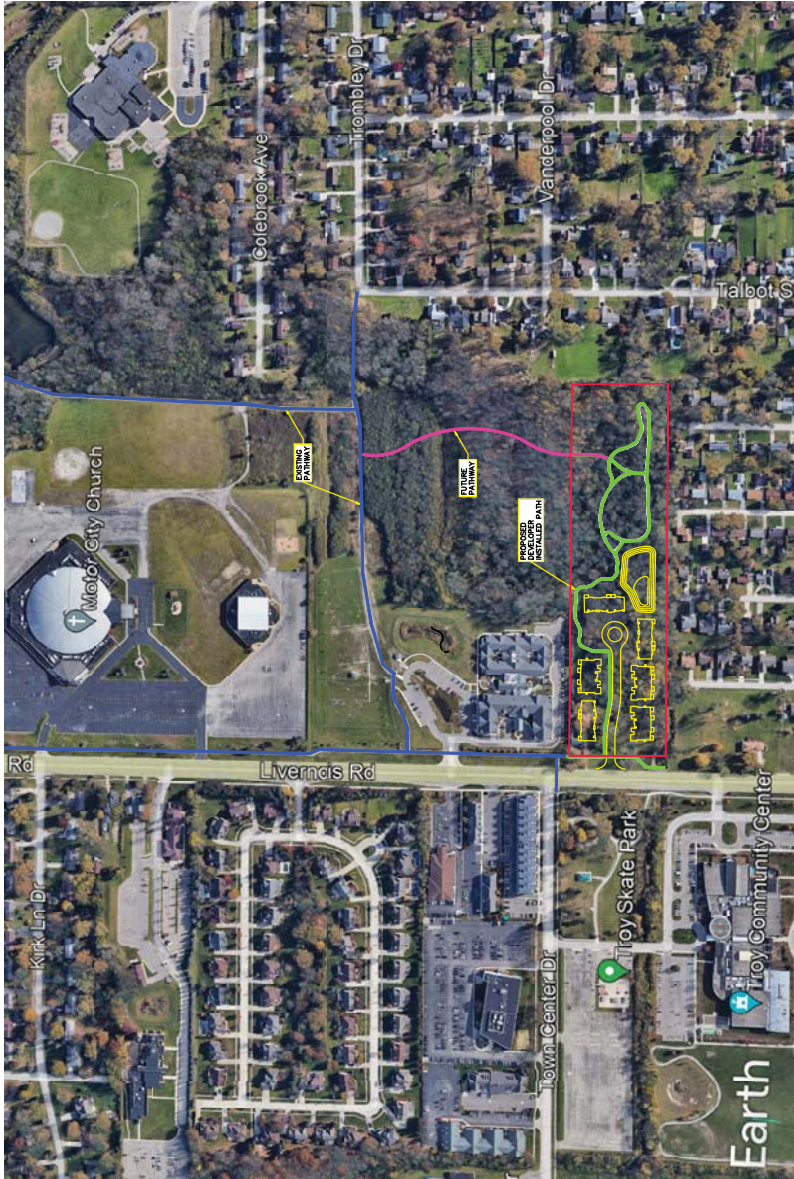
50215 SCHENCK DRIVE

TROY, MI 48151

REVISIONS			
NO.	DATE	DESCRIPTION	BY
1	5/18/2022	PRELIMINARY	PEA
2	5/18/2022	FINAL	PEA
3	5/18/2022	FINAL	PEA
4	5/18/2022	FINAL	PEA
5	5/18/2022	FINAL	PEA
6	5/18/2022	FINAL	PEA
7	5/18/2022	FINAL	PEA
8	5/18/2022	FINAL	PEA
9	5/18/2022	FINAL	PEA
10	5/18/2022	FINAL	PEA

ORIGINAL FILE DATE
MAY 18, 2022
DRAWING TITLE
**PRELIMINARY
PATHWAY PLAN**

PEA JOB NO.	202-0451
DATE	JET
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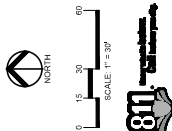
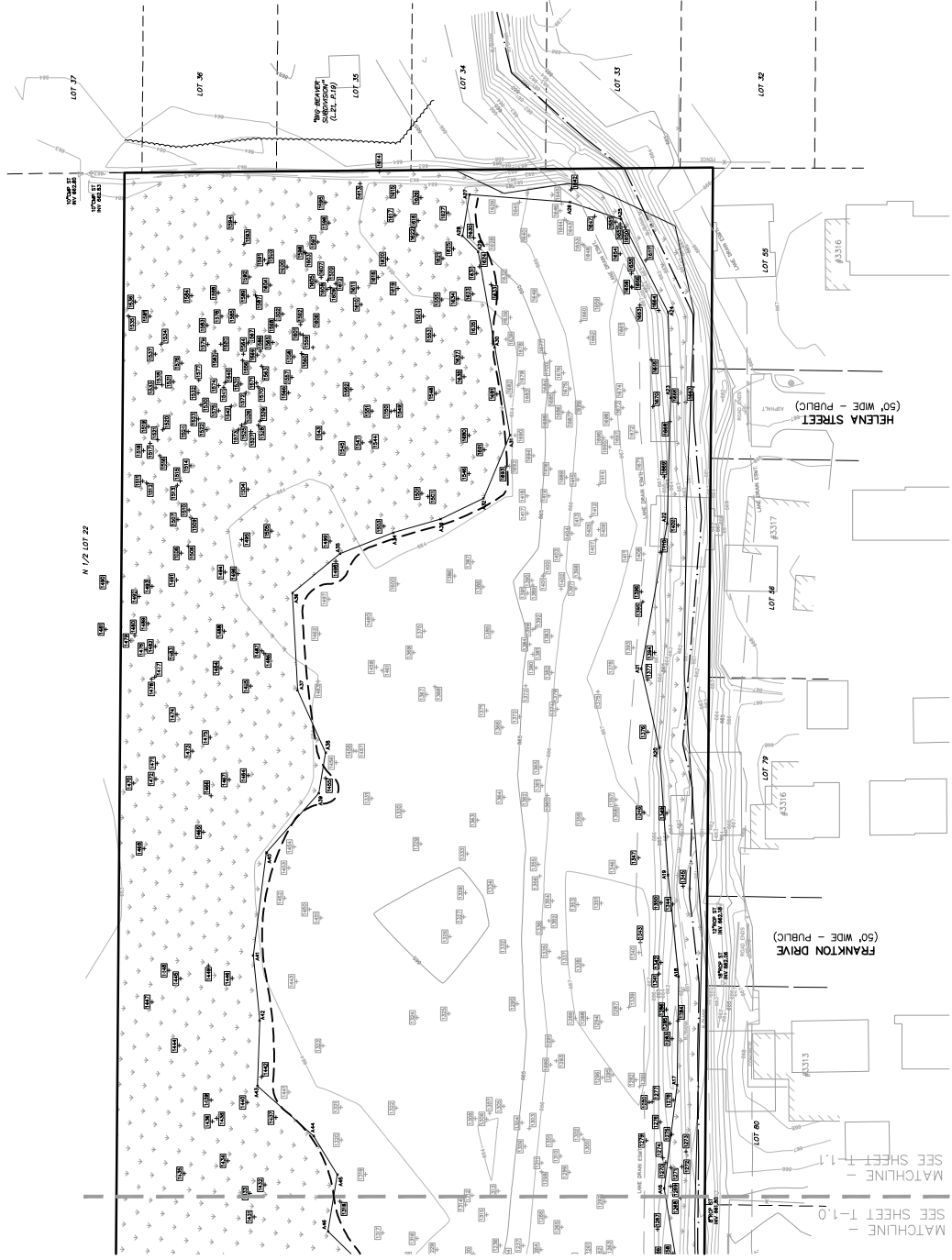


KEY

- 6" DBH < 10' TREE TAG TO REMAIN
- 6" DBH > 10' TREE TAG TO BE REMOVED
- TREE PROTECT FENCE

PEA
GROUP
T. 844.813.2549
WWW.PEAGROUP.COM

100'



N 1/2 LOT 22

811

CAUTION: This map is for informational purposes only. It is not a legal document. For legal purposes, consult a professional surveyor. The information on this map is based on the best available data and is not guaranteed to be accurate. The user assumes all responsibility for the use of this information.

CLIENT
Tableau
50215 SCHENCKENBERG
SHIPLEY TOWNSHIP, PA 15051

PROJECT TITLE
HOMESTEAD
5000 WILSON AVE
TWO ACRE

REVISIONS	DATE	BY	APP'D
1.0	05/18/2022	JK	JK
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100.0	05/18/2022	JK	JK

ORIGINAL ISSUE DATE
MAY 18, 2022

DRAWING TITLE
TREE
PRESERVATION
PLAN - EAST

PEA JOB NO.	202-0451
DATE	05/18/2022
BY	JK
CHECKED	JK
DESIGNED	JK
DRAWN	JK
DATE	05/18/2022

NOT FOR CONSTRUCTION
T-1.1

CITY OF TROY
AN ORDINANCE TO AMEND
CHAPTER 39 OF THE CODE
OF THE CITY OF TROY

The City of Troy ordains:

Section 1. Short Title

This Ordinance shall be known and may be cited as the _____ amendment to the Zoning District Map of the Code of the City of Troy.

Section 2. Amendment

Section 4.02 of Chapter 39 is hereby amended to permit the zoning map of said code to be, and the same is hereby amended to delineate the subject parcel as RT (One Family Attached Residential), specifically parcels 88-20-22-301-007, 88-20-22-301-008 and 88-20-22-301-009.

The subject property is located on the east side of Livernois, north of Big Beaver, in section 22, within the R-1E (One Family Residential) District, being approximately 9.54 acres in size.

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

Section 6. Effective Date

This amendment to the Zoning Ordinance shall take effect seven (7) days after publication, which shall be published within 15 days of adoption, as required the Michigan Zoning Enabling Act (Act 110 of 2006).

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, Michigan, on Monday, the 12th day of July, 2021.

Ethan Baker, Mayor

M. Aileen Dickson, MMC, CMMC
City Clerk

PUBLISHED:



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 19, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Emily Dumas, Library Director
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Budget Amendment and Standard Purchasing Resolution 4 – Oakland County Purchasing Cooperative – Troy Public Library Loading Dock Reconstruction

History

The Troy Public Library was constructed in 1971. The youth area, as it is known today, was home to the first permanent Troy Public Library. After many years of explosive growth, in the fall 1982 the library expansion began and was completed in 1985 to the facility that you see today. The loading dock was constructed as part of the 1985 expansion. Over the last several years there have been attempts to prolong the life of the loading dock as it has fallen into various stages of disrepair. The time has come where the loading dock needs complete reconstruction.

Purchasing

- Pricing to provide the labor, materials, and equipment for the Troy Public Library Loading Dock Reconstruction has been secured from *National Restoration, of Milford, MI* through the Oakland County Cooperative Purchasing Contract #005106 for an estimated amount of \$43,900 as detailed in the attached proposal dated August 8, 2022.
- City Council authorized participation in the Cooperative Purchasing Program on November 8, 2021 (Resolution #2021-11-160).

Financial

Funds are budgeted and available in the Library Buildings and Improvements Capital Fund, account number 401.790.7975.900 and associated Project Number 2023C0054 in the amount of \$25,000 for the 2023 fiscal year. This project will require a budget amendment of \$23,000 from the Library Fund balance to the Capital Fund account 401.790.7975.900 to cover the increased project cost.

Recommendation

City management recommends awarding a contract to *National Restoration, of Milford, MI* for the Troy Public Library Loading Dock Reconstruction for an estimated amount of \$43,900 and a contingency amount of \$4,100 as per the Oakland County Cooperative Purchasing Contract #005106, for a total project cost of \$48,000.

City Management further recommends that City Council approve a budget amendment to the Library Capital Fund, Account 401.790.7975.900 in the amount of \$23,000.

NATIONAL RESTORATION INC

2021 RECIPIENT OF THE GOVERNOR'S AWARD FOR HISTORIC
PRESERVATION!

2165 Fyke Dr.

Milford, MI 48381

248-318-0609 Fax 248-714-6323

johnf@nationalrestoration.net

August 8, 2022

Its Not Luck, Its know How!

Licensed Builder

Mr. Dennis Trantham

Operations Manager, Facilities and Grounds

City of Troy, MI

500 West Big Beaver Road

Troy, MI 48084

248-524-3503, cell 586-219-7461

Dennis.trantham@troymi.gov

RE: Library Loading Dock

Mr. Trantham,

Per your request, we propose to provide all the needed labor, material, and equipment needed to complete the following items of work:

Scope of Work

- Mobilize
- Provide permits as required.
- Provide any needed barricades.
- Saw cut the section of concrete between the ramp and the loading dock slab.
- Remove the existing loading dock getting down to the foundation. Properly dispose of debris offsite.
- Lay new 8" block walls on the existing foundation. Dowel #4 rebar into the foundation every 32" O.C. and grout fill the block in those cells.
- Lay a brick veneer on the south elevation only. The new brick veneer will be properly flashed and have wall ties per industry standards. The new brick will match the brick on the library as close as possible.
- Back fill the dock area compacting every 6".
- Form and pour a new 4", concrete slab with wire reinforcement. The slab will be formed so there will be a minimum of 1" overhand beyond the masonry walls.
- Clean the masonry.
- Apply 2 coats of elastomeric coating to the two exposed block walls. Color by owner
- Cost is time and material not to exceed \$43,900.00 per our publicly bid contract with Oakland County MI

Exclusions:

- Prevailing wages
- Premium time

We appreciate the opportunity to provide you with the highest quality products and craftsmanship available. If you have any questions or concerns, please contact me.
Sincerely,

John Fletcher, President

A Special Meeting of the Troy City Council was held on September 12, 2022, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 6:00 PM.

A. ROLL CALL:

Mayor Ethan Baker
Edna Abraham
Theresa Brooks
Rebecca A. Chamberlain-Creanga
Ann Erickson Gault
David Hamilton
Ellen Hodorek

C. PUBLIC COMMENT:**D. BUSINESS STATED IN THE SPECIAL MEETING NOTICE:**

D-1 Revenue, Expenditures, and Changes in Fund Balances

City Manager Mark Miller welcomed everyone, and commented that this is the third meeting in our series prior to the Advance. He turned the discussion over to Assistant City Manager Bob Bruner.

Mr. Bruner began the discussion of the presentation Revenue, Expenditures, and Changes in Fund Balances.

Council Member Brooks questioned if we know how comparative communities are handling inflation. Mr. Bruner answered that he hasn't researched it, but he did share with Council a list of financial proposals from other communities and school districts that will be on the November ballot.

Council Member Brooks commented that Troy is one of the only communities without a Public Safety Millage, and it's interesting that a large percentage of our General Fund is spent on Public Safety. Mr. Bruner said that in survey results, public safety is always a top priority, so it's not surprising. Mayor Baker said he would like to see the structure of communities' budgets that have public safety millages. Chief Financial Officer Rob Maleszyk commented that the great recession started impacting communities in 2011, and the millages really started showing up in 2012-2013. He said that Sterling Heights, for example, did a "Safe Streets Millage" that included public safety and road repair around that time.

Council Member Chamberlain-Creanga commented that she thought the distribution of funding to public safety, as well as how budgets are structured when there is a dedicated public safety millage, is very interesting. She questioned what the load from the General Fund would be used for, such as capital needs. Mr. Bruner commented that the General Fund is the fund that provides loans, and the recent spike in loan money was for capital needs. Council Member Chamberlain-Creanga commented that we shouldn't be worried about Sanctuary Lake, because they will be repaying the loans to the General Fund down the road. Mr. Bruner

commented that there's no use in worrying, and that trends go up and go down, but the most important point is to remember that Fund Balance is not just a "rainy day fund". Mr. Miller added that it's important to notice the trends in golf usage, since it was lower during the pandemic but now has greatly increased. Mr. Maleszyk commented that he believes it's prudent to consider the loans to the Aquatic Center to be more of a write-off since they aren't expected to be repaid. He said that Sanctuary Lake is doing so well that financially they aren't needing as much Fund Balance as expected. Council Member Chamberlain-Creanga commented that she is interested in finding out how other communities structured their dedicated millages.

Council Member Hodorek commented that she remembers watching how other communities handled their dedicated library millages when Troy was considering a similar millage. She said that there were politics involved at that time, also, but other communities were able to navigate through those challenges. She said that there were a lot of really smart, fiscally responsible decisions made by Troy during that time, and she doesn't think that the same challenges exist today, but it's very difficult to compare us to other communities. She commented that the Aquatic Center has so many challenges, and that is what causes her to wonder how to sustain that facility.

Mr. Bruner commented that in 2021, Troy is one of only three cities in the presentation tonight where the city portion of the tax bill is the smallest portion of the tax bill (along with Orchard Lake and Romulus.)

Council Member Hamilton commented that Troy may get to the point where the decision will need to be made by the voters that we either have a dedicated millage for the Aquatic Center, or it would have to close.

Council Member Abraham commented during the slides covering the unadjusted and adjusted fund revenues, the fact that our revenue hasn't changed much in 20 years is really highlighted. She said that when the questions come up as to why some communities do things that Troy doesn't do, these slides are exactly the reasons. She commented that the answers are only to adjust revenues, or adjust expenditures to make room for other expenditures.

Council Member Hodorek commented that the questions from residents are understandable, and looking at these slides it's obvious why Troy can't do things that other cities can do. Mr. Maleszyk commented that once ARPA funds are spent, and other cities received a lot more than Troy, residents will be wondering again why Troy can't do what other cities do.

Council Member Erickson Gault commented that in these charts, we see that expenditures are catching up to where we were, but revenue is not catching up, so some areas like recreation are suffering because of the lower revenue available to spend on services. She commented that most cities that Troy is compared to have a public safety millage of some sort, but she wondered how much their millages are, and it would be interesting to see how many times those millages have been increased since the initial adoption of the millage.

Mayor Baker commented that each Member of Council will have different views of the information in the presentation, but it sounds like they're on the same page as to the information provided. He commented that one of his concerns is the long-term effects of the pandemic on the taxable value of commercial property. City Assessor Kelly Timm said that there is a large gap between assessed and taxable value for commercial properties, and they are likely to see a reduction in assessed value, but the taxable value will go up. Mr. Bruner said

that residential property values are back to pre-recession levels. Mr. Miller commented that people wanting to downsize are actually staying in their home because of the increased taxes for a smaller home.

Mayor Baker commented that there were questions about funding for the Aquatic Center, such as keeping it as an Enterprise Fund, and he wondered if those had been answered. Mayor Baker commented that it may not matter what other communities do, since Troy is so unique. Mr. Bruner commented that they are collecting data, and it will be interesting, but it won't be the only answer to the question of what Troy should do. He commented that community engagement will help the Troy solution emerge.

Mr. Bruner commented that he is working on the next presentation showing the effects of capping and uncapping specific tax bills, to show how it affects residents. He said he will add in some information about tax rates and tax bases. Mayor Pro Tem Erickson Gault suggested a Headley/Prop-A refresher. Mr. Bruner commented that he is trying to avoid talking about those two subjects by name, but instead he will talk about those two subjects by using very specific examples.

E. OTHER BUSINESS:

F. ADJOURNMENT:

The Meeting **ADJOURNED** at 7:10 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

October 3, 2022..... Future Budget Planning
November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 12, 2022..... Regular Meeting
September 19, 2022..... Regular Meeting
October 3, 2022..... Regular Meeting
October 24, 2022..... Regular Meeting
November 14, 2022..... Regular Meeting
November 21, 2022..... Regular Meeting
December 5, 2022..... Regular Meeting
December 12, 2022..... Regular Meeting

Pastor Simion Timbuc from Bethesda Romanian Pentecostal 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 September 12, 2022, at City Hall, 500 W. Big Beaver Rd. Mayor Baker called the meeting to order at 7:31 PM.

B. ROLL CALL:

- a) Mayor Ethan Baker
- Edna Abraham
- Theresa Brooks
- Rebecca A. Chamberlain-Creanga
- Ann Erickson Gault
- David Hamilton
- Ellen Hodorek

C. CERTIFICATES OF RECOGNITION AND SPECIAL PRESENTATIONS:

-
- C-1** Proclamation Celebrating Atharva Dharphale, Zachary Balcoff, and Alicia Wang for Winning Top Honors in the 2022 Oakland County Finance Literacy Art Contest

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 – Parks and Recreation Board

a) **Mayoral Appointments:** Noneb) **City Council Appointments:**

Resolution #2022-09-121

Moved by Erickson Gault

Seconded by Brooks

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

Parks and Recreation Board

Appointed by Council

7 Regular Members and 1 Troy School Board of Education Representative

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

Nominations to the Parks and Recreation Board:**Term Expires: 7/31/2023****Timothy Fulcher****Troy School Board
of Education Rep.**

Term currently held by: Timothy Fulcher

Term Expires: 7/31/2023**Aanya Shah****Student**

Term currently held by: Akshitha Sahu

Yes: All-7

No: None

MOTION CARRIED

I-2 Board and Committee Nominations: a) Mayoral Nominations – Local Development Finance Authority, Volunteer Firefighter Incentive Plan Board; b) City Council Nominations – Traffic Committee

a) **Mayoral Nominations:**

Resolution #2022-09-122

Moved by Baker

Seconded by Erickson Gault

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:

Local Development Finance Authority (LDFA)

Appointed by Mayor

5 Regular Members

Staggered 4 Year Term

Nominations to the Local Development Finance Authority (LDFA):**Term Expires: 6/30/2024****Jim Schmitz****Resident Member**

Term currently held by: Vacant– D. Shields–No Reappointment

Yes: All-7

No: None

MOTION CARRIED

Resolution #2022-09-123

Moved by Baker

Seconded by Abraham

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:

Volunteer Firefighter Incentive Plan BoardAppointed by **Mayor**/City Council

7 Regular Members

3 Year Term

Nominations to the Volunteer Firefighter Incentive Plan Board:**Term Expires: 4/30/2025****Gina Cetnar****Citizen (Mayor Appt'd)**

Term currently held by: Anthony Rosenblum

Yes: All-7

No: None

MOTION CARRIED**b) City Council Nominations:**

Resolution #2022-09-124

Moved by Erickson Gault

Seconded by Chamberlain-Creanga

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

Traffic Committee

Appointed by Council

7 Regular Members

3 Year Term

Nominations to the Traffic Committee:**Term Expires: 1/31/2025****Shama Kenkre**

Term currently held by: Sunil Sivaraman

Yes: All-7
No: None

MOTION CARRIED**I-3 Request for Closed Session**

Resolution #2022-09-125

Moved by Baker

Seconded by Hodorek

RESOLVED, That Troy City Council **SHALL MEET** in Closed Session pursuant to MCL 15.268(a).

Yes: All-7
No: None

MOTION CARRIED**I-4 Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Historic Village Chapel Handicap Ramp Reconstruction and Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Handicap Ramp Railing Materials and Installation (*Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager*)**

Resolution #2022-09-126

Moved by Abraham

Seconded by Brooks

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *National Restoration of Milford, MI*, for the Historic Village Chapel Ramp Reconstruction for an estimated cost of \$81,500 per the Oakland County Cooperative Purchasing Contract #005106 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **AWARDS** a contract to *Home Depot* for the Historic Village Chapel Ramp Railing and Materials for an estimated cost of \$9,500 per the OMNIA Partners Cooperative Purchasing Contract #16154 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted Capital Funds for additional materials and installation for an estimated cost of \$3,000 with a 10% contingency; not to exceed budgetary limitations.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** a budget amendment in the amount of \$27,400 to the Museum Capital Fund.

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

Yes: All-7

No: None

MOTION CARRIED

I-5 Budget Amendment and Standard Purchasing Resolution 4: Oakland County and OMNIA Partners Purchasing Cooperatives – Phase II HVAC Upgrades and Boiler Replacement, and Building Management System Controls Integration at the Troy Community Center (Introduced by: Dennis Trantham, Facilities and Grounds Operations Manager)

Resolution #2022-09-127

Moved by Hodorek

Seconded by Chamberlain-Creanga

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** contracts to *Limbach Inc. of Pontiac, MI*, for Phase II HVAC Upgrades and Boiler Replacements at the Community Center, for an estimated cost of \$987,177 as detailed in the attached proposals and per the Oakland County Cooperative Purchasing Contract #009746 with a 10% contingency.

BE IT FURTHER RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *MCMI Facility Automation of Sterling Heights, MI*, for Building Management System Controls Integration at the Community Center, for an estimated cost of \$107,000 as detailed in the attached proposal and per the OMNIA Partners Cooperative Purchasing Contract #R220703 with a 10% contingency.

BE IT FURTHER RESOLVED, That Troy City Council hereby **APPROVES** budget amendments in the amount of \$103,600 to the Community Center Capital Project Fund.

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

Yes: All-7

No: None

MOTION CARRIED

I-6 2022 Appointment of Voting Delegate and Alternate to the Michigan Municipal League

Resolution #2022-09-128
Moved by Hamilton
Seconded by Chamberlain-Creanga

BE IT RESOLVED, That City Council hereby **APPOINTS** Council Member Hamilton to be the voting delegate and Council Member Chamberlain-Creanga to be the alternate for the Michigan Municipal League 2022 Annual Meeting being held at 4:30pm on Wednesday, October 19, 2022 in Section D meeting room at the VanDyke Mortgage Convention Center, Muskegon, MI.

Yes: All-7
No: None

MOTION CARRIED

J. CONSENT AGENDA:

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

Resolution #2022-09-129-J-1a
Moved by Abraham
Seconded by Hodorek

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

Yes: All-7
No: None

MOTION CARRIED

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

J-2 Approval of City Council Minutes

Resolution #2022-09-129-J-2

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

- a) Special City Council Minutes-Draft – August 22, 2022
- b) City Council Minutes-Draft – August 22, 2022

J-3 Proposed City of Troy Proclamations:

Resolution #2022-09-129-J-3

- a) Proclamation Celebrating Cornerstone Community Financial Credit Union for their Partnership with Children’s Hospital of Michigan

J-4 Standard Purchasing Resolutions:**a) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Sidewalk Replacement and Installation Program, and Manhole Rehabilitation**

Resolution #2022-09-129-J-4a

RESOLVED, That Troy City Council hereby **AWARDS** a one (1) year contract with the option to renew for two (2) additional years to the low bidder meeting specifications, *DiLisio Contracting of Clinton Township, MI*, to provide Sidewalk Replacement Services not to exceed budgetary limitations at the unit prices as detailed in the bid tabulation opened August 18, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting, and as detailed below by year; with the contract expiring June 30, 2025.

<u>1 Yr. Contract</u>	<u>Amount</u>
Contract year 1	\$ 750,000.00
Year 1 Renewal	\$ 750,000.00
Year 2 Renewal	\$ 750,000.00
Total for 3-year Contract	\$ 2,250,000.00

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

b) Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Parking Lot Maintenance Program – Lloyd Stage Nature Center, Fire Station #2, and City Hall East Parking Lot

Resolution #2022-09-129-J-4b

RESOLVED, That Troy City Council hereby **AWARDS** a contract to the low bidder meeting specifications, *Asphalt Specialists, Inc. of Pontiac, MI*, to provide Parking Lot Maintenance at Lloyd Stage Nature Center, Fire Station #2, and City Hall East Parking Lot for an estimated cost of \$357,241.95 with a 25% contingency for an estimated total cost of \$446,552.44, not to exceed budgetary limitations, at the unit prices as detailed in the bid tabulation opened August 18, 2022, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

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

c) Standard Purchasing Resolution 4: MiDEAL Cooperative Purchasing Agreement – Police & Fire Fleet Vehicles

Resolution #2022-09-129-J-4c

RESOLVED, That Troy City Council hereby **AWARDS** contracts to purchase one (1) 2022 Ford Escape and one (1) 2022 Ford F150 Pickup Truck from *Gorno Ford of Woodhaven, MI*, for the Police and Fire Departments as per the MiDEAL Cooperative Contract #071B7700181, for an estimated total cost of \$74,905.00; not to exceed budgetary limitations.

d) Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Historic Village Alarm System Replacement

Resolution #2022-09-129-J-4d

RESOLVED, That Troy City Council hereby **APPROVES** expending budgeted funds to *Vigilante Security, Inc. of Troy, MI*, (Resolution #2007-12-340), for the Historic Village Alarm System Replacement for an estimated cost of \$35,370 as detailed in the attached proposal; not to exceed budgetary limitations.

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

e) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Beach Road Park Play Structure and Swing Replacement

Resolution #2022-09-129-J-4e

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *We Build Fun of Allen, TX*, for the Beach Road Park Play Structure Replacement for an estimated cost of \$218,160 as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3 with a 10% contingency; not to exceed budgetary limitations.

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

f) Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Flynn Park Play Structure Replacement

Resolution #2022-09-129-J-4f

RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **AWARDS** a contract to *We Build Fun of Allen, TX*, for the Flynn Park Play Structure Replacement for an estimated cost of \$133,795 as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3 with a 10% contingency; not to exceed budgetary limitations.

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

g) Standard Purchasing Resolution 4: MiDEAL Cooperative Purchasing Contract – City Manager's Office Additional Work Stations – Installation and Furniture

Resolution #2022-09-129-J-4g

WHEREAS, The City Manager's Office has substantial unused office space; and,

WHEREAS, Funding for the project was budgeted for this fiscal year;

THEREFORE, BE IT RESOLVED, That in the best interest of the City, Troy City Council hereby **WAIVES** the bid process and **APPROVES** a contract to purchase and install office furniture for 2 work spaces for the City Manager's Office Area to *ISCG, Inc. of Royal Oak, MI*, for an estimated total amount of \$13,775.06 as detailed in the attached proposal and as per the State of Michigan MiDEAL Cooperative Purchasing Contract #22000000043.

J-5 2022-2023 Winter Maintenance Agreement with Road Commission for Oakland County

Resolution #2022-09-129-J-5

RESOLVED, That Troy City Council hereby **APPROVES** the 2022-2023 Winter Maintenance Agreement between the Road Commission for Oakland County and the City of Troy for Snow and Ice Control of county roads, which are described and outlined in Exhibit A, and the Mayor and City Clerk are **AUTHORIZED** to execute the necessary documents; a copy of this agreement, which is authorized by the provisions of 1951 PA 51 (MCL 247.651 et seq), shall be **ATTACHED** to the original Minutes of this meeting.

J-6 Fiscal Year 2023 SMART Municipal Credit and Community Credit Contract

Resolution #2022-09-129-J-6

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 Request to Temporarily Waive Parking Restrictions

Resolution #2022-09-129-J-7

RESOLVED, That Troy City Council hereby **WAIVES** the no parking restrictions on the east side of Northfield Parkway from the parking lot entrance to Congregation Shir Tikvah to the entrance to Boulan Park, as follows:

Sunday, September 25th from 7:00 p.m. to 11:00 p.m.

Monday, September 26th from 9:00 a.m. to 11:00 p.m.

Tuesday, October 4th from 7:00 p.m. to 11:00 p.m.

Wednesday, October 5th from 9:00 a.m. to 9:00 p.m.

J-8 First Amendment to Agreement for Parking Lot Maintenance – Meadows of Troy

Resolution #2022-09-129-J-8

WHEREAS, Troy City Council granted approval for the Meadows of Troy cluster development in Section 1, which is located north of Square Lake and east of John R. Road; and,

WHEREAS, As a condition of approval for the Meadows of Troy cluster development, City Council required the Developer to submit a parking lot maintenance agreement for a 13-space gravel parking lot associated with the development; and,

WHEREAS, The City Council approved an Agreement for Parking Lot Maintenance at its meeting on September 13, 2021, Resolution #2021-09-135, and this Agreement was recorded with the Oakland County Register of Deeds; and,

WHEREAS, Subsequent to the recordation, the Developer is seeking modifications to the Agreement to make minor modifications to the legal description of the parking lot and the access drive;

NOW, THEREFORE, BE IT RESOLVED, That Troy City Council hereby **APPROVES** the attached First Amendment to the Agreement for Parking Lot Maintenance for the Meadows of Troy cluster development, and **AUTHORIZES** the Mayor and City Clerk to execute these documents on behalf of the City of Troy.

BE IT FURTHER RESOLVED, That, if approved, the Developer **SHALL BE RESPONSIBLE** for recording the First Amendment to the Agreement for Parking Lot Maintenance with the Oakland County Register of Deeds as soon as possible.

J-9 Private Agreement – Contract for Installation of Municipal Improvements – Adler Cove Site Condominium Development – Project No. 22.904.3

Resolution #2022-09-129-J-9

RESOLVED, That Troy City Council hereby **APPROVES** the Contract for the Installation of Municipal Improvements (Private Agreement) between the City of Troy and Mondrian Properties for the installation of Water Main, Sanitary Sewer, Storm Sewer, Detention Pond, Concrete Road and 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-10 Local Critical Infrastructure Planning Grant

Resolution #2022-09-129-J-10

RESOLVED, That Troy City Council hereby **APPROVES** the Interlocal Agreement between the City of Troy and the Board of Commissioners of the County of Oakland for the Local Critical Infrastructure Planning Grant in the amount of \$100,000 at an estimated cost to the City of Troy of \$100,000 for the updates to the City's Master Sanitary Sewer and Storm Sewer Plans, and the Mayor and City Clerk are **AUTHORIZED** to execute the agreement, a copy of which shall be **ATTACHED** to the original Minutes of this meeting.

K. MEMORANDUMS AND FUTURE COUNCIL AGENDA ITEMS:**K-1 Announcement of Public Hearings:**

- a) September 19, 2022 – Conditional Rezoning (CRJPLN2022-001) – Proposed Homestead Condominiums, East Side of Livernois, North of Big Beaver (PIN #88-20-22-301-007, -008, -009), Section 22, From R-1E (One Family Residential District) to RT (One Family Attached Residential District)

K-2 Memorandums (Items submitted to City Council that may require consideration at some future point in time): None Submitted**L. PUBLIC COMMENT FOR ITEMS NOT ON THE AGENDA FROM TROY RESIDENTS AND BUSINESSES:**

Prakash Patel	Commented on the need for more screening trees at the edge of Sanctuary Lake Golf Course
Steve Asvitt	Commented on the need for more screening trees at the edge of Sanctuary Lake Golf Course
Robert Maddox	Commented that he would like the banners to return to Big Beaver Corridor

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

Mayor Baker said that they are working on some redesign concepts in the Big Beaver Corridor and he agreed that he would like to see the banners returned.

Mayor Baker asked City Manager Miller to provide an update about the tree issues with Sanctuary Lake Golf Course. City Manager Miller said Mr. Goul is working with the golf course management company to look at what they will replant in that area and they will come back with a report to City Council.

Council Member Hodorek asked about the timing of the planting. Mr. Miller said that are seeking to plant this fall.

Council Member Abraham asked what avenues can residents take to address the misbehavior incidents when they occur. Mr. Miller said the residents should contact the Non-Emergency Police Department number to report these incidents. Mayor Baker asked if the golf course management company can address any conduct issues. Mr. Miller said they will work with Indigo on the situation.

N. COUNCIL REFERRALS:

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

N-1 No Council Referrals Submitted

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

O-2 Department Reports:

- a) Park Sign Replacement Costs
 - b) Single Family Home Rental Program
- Noted and Filed
-

O-3 Letters of Appreciation:

- a) To Troy Family Aquatic Center Staff from Sal Trupiano Regarding a Great TFAC Season
- Noted and Filed
-

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

P. COUNCIL COMMENTS:**P-1 Council Comments**

Council Member Hamilton asked for an update on the GLWA outdoor irrigation restrictions. Mr. Bovensiep briefly explained the history of the situation and said the restriction was extended due to a delay with the repair. He said GLWA will have the restriction in place until September 21, 2022, when they anticipate the testing on the new main to be completed. Council Member Hamilton asked how to prevent something like this from happening in the future. Mr. Bovensiep said a lot has changed since GLWA took over Detroit Water & Sewer and there are major infrastructure projects in the future to increase the reliability of the system. He added that Troy has made improvements in Troy to increase the reliability on the local level. Mayor Baker asked Mr. Bovensiep for a refresher on the water usage. Mr. Bovensiep said 23 communities receive water from Port Huron and are now receiving water from Detroit. He said the stress on the main in Detroit is at capacity so GLWA initiated the water restriction to prevent failure of the main and keep water running for residents and businesses.

Council Member Brooks announced that Troy Youth Soccer League (TYSL) is having a Soccer Fest on Saturday, September 17, 2022, and residents may contact TYSL for more information.

Mayor Baker announced that Troy Family Daze starts on Thursday, September 15, 2022 through Sunday, September 18, 2022. He said the Naturalization Ceremony is on Thursday evening, fireworks on Sunday, and rides and events all weekend. He said they are also having a 5K run/walk on Sunday.

Mayor Baker announced the start of registrations for the Annual Frightful 5K. He said it's a great family-friendly event and he encourages everyone to attend.

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

The Meeting **RECESSED** at 8:24 PM.

The Meeting **RECONVENED** at 8:34 PM.

R. CLOSED SESSION

R-1 Closed Session

S. ADJOURNMENT:

The Meeting **ADJOURNED** at 9:09 PM.

Mayor Ethan Baker

M. Aileen Dickson, MMC, MiPMC II
City Clerk

2022 SCHEDULED SPECIAL CITY COUNCIL MEETINGS:

October 3, 2022..... Future Budget Planning
November 19, 2022..... City of Troy Advance

2022 SCHEDULED REGULAR CITY COUNCIL MEETINGS:

September 19, 2022..... Regular Meeting
October 3, 2022..... Regular Meeting
October 24, 2022..... Regular Meeting
November 14, 2022..... Regular Meeting
November 21, 2022..... Regular Meeting
December 5, 2022..... Regular Meeting
December 12, 2022..... Regular Meeting

PROCLAMATION CELEBRATING THE MICHIGAN YOUTH VOLUNTEERING ALLIANCE

WHEREAS, The **Michigan Youth Volunteering Alliance (MYVA)** is a group of aspiring individuals aiming to bring a positive change to the lives of citizens in their communities and to motivate other youth to do the same; and

WHEREAS, **MYVA** provides many volunteering opportunities for young people ages 8-17 and sincerely wish to inspire as many people as possible to contribute to the same causes, and to help **Michigan Youth Volunteering Alliance** expand and improve society; and

WHEREAS, From Sept 2020, the **MYVA** members successfully volunteered for 448 hours. They are a proud recipient of the Heartwarming project grant from Youth Service America and recipients of National Community Service Awards – Ambassador Awards; and

WHEREAS, Projects the **MYVA** members worked on in 2020 included Troy Nature Center fall clean-up, animal rescue donation drive, can and bottle drive, Meals on Wheels deliveries, raking leaves for seniors, putting together Care House DIY cleaning kits, virtual tutoring, Treats for Troops, and virtual reading to children; and

WHEREAS, In 2021 the **MYVA** members delivered supplies to animal shelters, conducted food donation drives, delivered food to local food banks including Gleaners and Forgotten Harvest, held a toy wrapping event, adopted a road clean-up, raked leaves for seniors, delivered Meals on Wheels, participated in Global Youth Day by holding a food drive for Zaman International and completing a Hershey's Grant project, collected candy for soldiers, and wrapped toys for children with cancer; and

WHEREAS, In 2022 the **MYVA** members continued with delivering Meals on Wheels, held a winter coat drive, and will continue with many additional projects throughout the rest of this year. **MYVA** also provides financial literacy programs for their members to promote financial responsibility and independence among youth. Participants learn how to manage a checking account, create a budget, save and invest, start small businesses and pay for college; and

WHEREAS, Special recognition, sincere thanks and commendation is due to **MYVA Members Bhuvan Ashokumar, Ashna Atukuri, Siddhant Bhirud, Sharvayu Chavan, Yamen Fargaly, Atul Ganesh, Anna George, Nidhi Ikkurthy, Niya Ikkurthy, Aahana Jain, Jay Jayadeep, Rebecca Johnson, Akhil Kadari, Neel Kariat, Kevin Mathews, Vishnu Nair, Saran Nimmagadda, Prisha Pachpande, Akshara Palanisamy, Akshaya Palanisamy, Karthik Prasant, Akshaya Rachamadugu, Adhvaith Rajanish, Dennis Sebastian, Varin Senthil, Arin Soni, Armaan Soni, Ayush Sundaram, Niveda Suresh, Nivin Suresh, Natalie Tallu, Tara Tallu, Krishna Thotakura, Kalyani Velayudham, and Sanika Vemali;**

NOW, THEREFORE, BE IT RESOLVED, That the Mayor and City Council of the City of Troy hereby applaud and congratulate the **Michigan Youth Volunteering Alliance members** for their dedication to making our world a better place by donating their time and talents to many local non-profit organizations; and

BE IT FURTHER RESOLVED, That the Mayor and City Council of the City of Troy invite all residents to recognize and celebrate the commitment and dedication of the **Michigan Youth Volunteering Alliance** and thank them for all they have done and will continue to do for the Troy Community and beyond.

Presented this 3rd Day of October 2022



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Brian Goul, Recreation Director
Kurt Bovensiep, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 4: Sourcewell Cooperative Purchasing Contract – Community Center Preschool Play Structure Replacement

History

- The Community Center was opened in 2002.
- One of the programs that is provided at the Community Center is Rainbow Preschool.
- The Rainbow Preschool provides early learning opportunities to over 100 children annually.
- The play structure being replaced is utilized by the students enrolled in Rainbow Preschool during the school year and available to the public after hours and during summer months.
- The 2020-2024 Parks and Recreation Master Plan revealed that 98.9% of the respondents listed maintaining the existing recreation facilities as important or very important to their families.
- The 2020-2024 Parks and Recreation Master Plan also identified playground structures in the top 5 requests.
- The existing play structure and safety surface has reached the end of life, frequently requiring costly repairs.
- The existing “poured in place” surface will be replaced with a natural turf-like safety surface providing 8’ of fall protection.
- Installation will be coordinated to minimize program impact.

Purchasing

- Pricing has been secured from *We Build Fun of Allen, TX*, based on the Miracle Recreation – PlayPower, Inc. Sourcewell Cooperative Purchasing Contract #010521-LTS-3, for the materials, engineered drawings, delivery, and installation of the play structure (see attached rendering).
- Play structure has a 20+ week lead time.
- City Council authorized participation in the Cooperative Purchasing Program on November 8, 2021 (Resolution #2021-11-160).



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Community Center Capital Fund under Project Number 2023CG001 for the 2023 fiscal year. Expenditures will be charged to account number 401.752.755.7975.125. This project will be eligible for a \$50,000 reimbursement from a Child Care Stabilization grant received through the Michigan Department of Education.

Recommendation

City Management recommends the bid process be waived and a contract be awarded to *We Build Fun of Allen, TX* for the Community Center Preschool Play Structure Replacement for an estimated cost of \$134,146 with a 10% contingency as detailed in the attached quote and per the Sourcewell Cooperative Purchasing Contract #010521-LTS-3; not to exceed budgetary limitations.



Decks



Red

Metals



Blue



Red



Yellow



Brown

Plastics



Blue



Red



Yellow



Forest
Green

Actual colors may vary. We work hard to ensure are our renderings are as life like as possible.

Troy Community Center Preschool Playground
City of Troy, MI
 WBF-MI-220183A-1A





Decks



Red

Metals



Blue



Red



Yellow



Brown

Plastics



Blue



Red



Yellow



Forest
Green

Actual colors may vary. We work hard to ensure are our renderings are as life like as possible.

Troy Community Center Preschool Playground
City of Troy, MI
 WBF-MI-220183A-1A





Decks



Red

Metals



Blue



Red



Yellow



Brown

Plastics



Blue



Red



Yellow



Forest
Green

Actual colors may vary. We work hard to ensure are our renderings are as life like as possible.

Troy Community Center Preschool Playground
City of Troy, MI
 WBF-MI-220183A-1A





Decks



Red

Metals



Blue



Red



Yellow



Brown

Plastics



Blue



Red



Yellow



Forest
Green

Actual colors may vary. We work hard to ensure are our renderings are as life like as possible.

Troy Community Center Preschool Playground
City of Troy, MI
 WBF-MI-220183A-1A



2-5 PLAY AREA

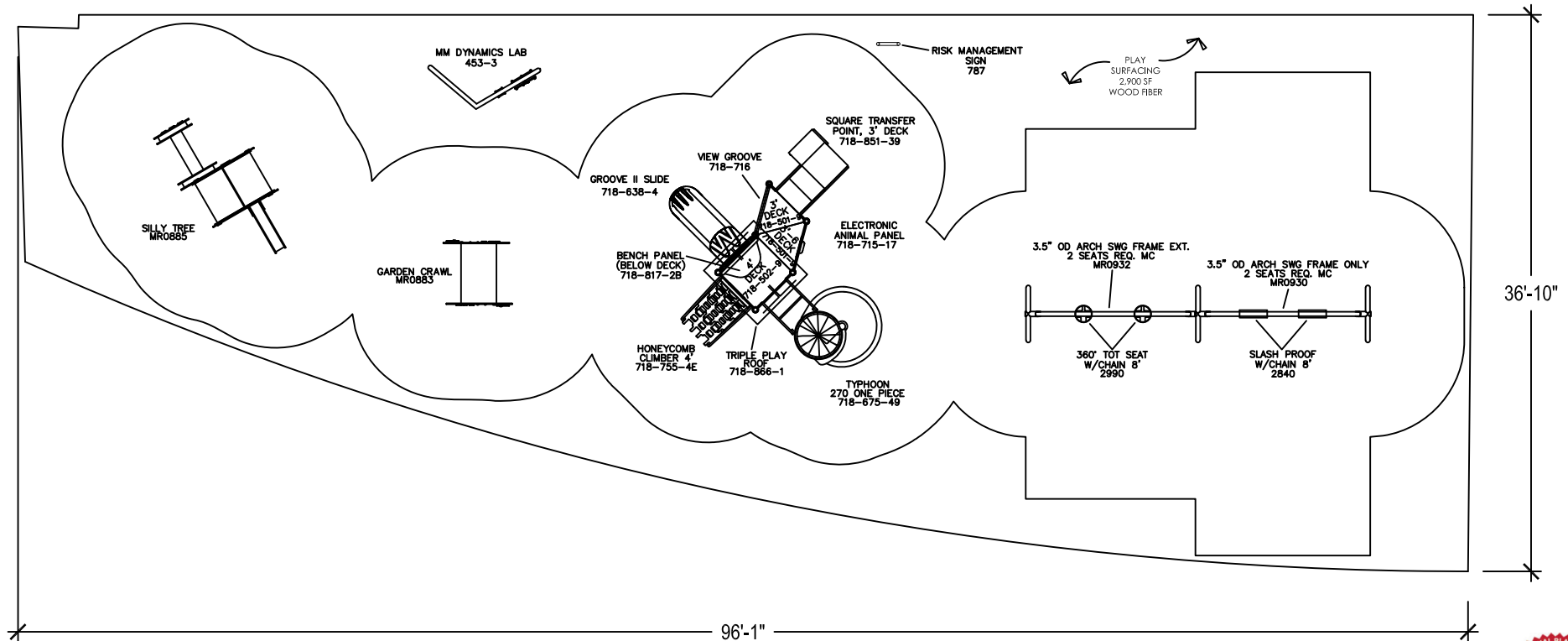
ELEVATED PLAY ACTIVITIES - TOTAL	4	REQ'D	2
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY TRANSFER	4	REQ'D	0
ELEVATED PLAY ACTIVITIES ACCESSIBLE BY RAMP	0	REQ'D	0
GROUND LEVEL ACTIVITY TYPE	6	REQ'D	1
GROUND LEVEL ACTIVITY QUANTITY	18	REQ'D	1

TROY COMMUNITY CENTER PRESCHOOL PLAYGROUND CITY OF TROY, MI

AREA: 2,900 SQ.FT.
PERIMETER: 248'

The information provided is for
estimation purposes only.

Play Area Capacity: 65 - 75



0 8' 16' 24'

Scale: 3/32" = 1'-0"

To promote safe and proper equipment use by children, Miracle recommends the installation of either a Miracle safety sign or other appropriate safety signage near each playsystem's main entry point(s) to inform parents and supervisors of the age appropriateness of the playsystem and general rules for safe play.



THE PLAY COMPONENTS IDENTIFIED IN THIS PLAN ARE IPEMA CERTIFIED. THE USE AND LAYOUT OF THESE COMPONENTS CONFORM TO THE REQUIREMENTS OF ASTM F1487.

AN ENERGY ABSORBING PROTECTIVE SURFACE IS REQUIRED UNDER & AROUND ALL PLAY SYSTEMS.

WBF-MI-220183A-1A-1

GROUND SPACE: N/A
PROTECTIVE AREA: NOTED

✓ COMPLIES TO CPSC

✓ COMPLIES TO ASTM

✓ COMPLIES TO ADA

DESIGNED FOR
AGES
2-5

ADDITIONAL GROUND LEVEL ACCESSIBLE
ITEMS NEEDED FOR ADA COMPLIANCE

TYPE:
0

QUANTITY:
0

SCALE: 3/32" = 1'-0"

DATE: 07.28.2022

BDS

CONSULTANT	
Kim Alexander	(734) 765-6149
QUOTE	
Quote Date	Valid Until
8/24/2022	9/23/2022
Est. Delivery:	Est. Install
20+ Weeks	

CUSTOMER INFORMATION

Customer: **City of Troy**
 Contact: **Dennis Trantham**
 Contact Info: **586-319-7461**
 Project Name: **Troy Community Center Pre School Playground**
 Site Address: **3179 Livernois, Troy MI 48083**
 End User: **City of Troy**
 Ship To:

ITEM	DESCRIPTION	QTY	EACH	TOTAL
MIRACLE	Miracle playground equipment design #WBF-MI-220183A	1	\$46,986.00	\$46,986.00
FREIGHT	Shipping of Miracle equipment	1	\$2,360.00	\$2,360.00
DISCOUNT	Miracle equipment discount	1	-\$7,050.00	-\$7,050.00
INSTALL	Installation of Miracle equipment listed above	1	\$18,800.00	\$18,800.00
TURF			\$72,500.00	\$72,500.00
UNLOADING			\$550.00	\$550.00

Note: This would be a 2023 Installation Project

TAX EXEMPT Tax Exemption Certificate Provided

Final Prices Subject to State and Local Sales Tax and Use Tax Rate

TOTAL \$134,146.00

Make Payable to:

Payment Terms

Prices reflected on quote assumes all site work to be done by others unless noted above.

* All drainage within the playground border and away from the play area to be done by "other" unless noted above. * Price assumes border by "other" unless noted above.

* No site restoration is included unless noted above. * Additionally, no bond or special insurance coverages are included unless noted above.

Pricing may not be guaranteed beyond 30 days. We are attempting to hold pricing when possible, but due to material and labor costs, price increases have unfortunately become unavoidable. We value our customers and appreciate your understanding during these unprecedented times. All finalized contracts and/or purchase orders must be accompanied by a valid quote within 30 days of issue. Please request a requote when beyond the 30 days.

Approval Signature

Date

PO Number

Send completed quote and purchase order to: **kim@webuildfun.com**

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING

Price assumes all site work, drainage away from play area & border to be provided by "other" at no cost to webuildfun unless specified otherwise in the quote above. This includes site prep, grade work, drainage, construction fencing, concrete borders and site restoration. All additional services can be quoted upon request. webuildfun, inc. warrants the labor for replacement parts for 1 year, if webuildfun, inc provided the original installation. In the event rock is encountered, additional charges may be assessed. It is the responsibility of the owner to obtain permit(s) unless specified above. It is the responsibility of the owner to locate all underground utility lines. webuildfun, Inc will assist with this by requesting a line locate from Dig Tess, at the owner's request. webuildfun, Inc will make every reasonable effort to respect all marked utility lines, and will repair damage(s) caused by webuildfun, Inc to marked utilities. webuildfun, Inc will not be responsible for damage to unmarked utilities. Prices are guaranteed for 30 days from the date listed on quote.

CUSTOMER INFORMATION

Customer: **City of Troy**
 Contact: **Dennis Trantham**
 Contact Info: **586-319-7461**
 Project Name: **Troy Community Center Pre School Playground**
 Site Address: **3179 Livernois, Troy MI 48083**
 End User: **City of Troy**
 Ship To:

Please provide the following information:

Project Name: **Troy Community Center Pre School Playground**

Est Project Start Date: _____ Bond Required _____
 Est Project Completion Date: _____ Contract Required _____

Add'l Details: _____

PROJECT DETAILS

SHIPPING INFO		INVOICE INFO	
Company		Company	
Street Address		Street Address	
City, State, Zip		City, State, Zip	
Contact:		Contact:	
Phone #		Phone #	
Email:		Email:	

CONSULTANT	
Kim Alexander	(734) 765-6149

QUOTE	
Quote Date	Valid Until
8/24/2022	9/23/2022
Est. Delivery:	Est. Install
20+ Weeks	

Project Total
\$134,146.00

Purchase Order # _____

Initial here to approve colors shown above

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04b

CITY COUNCIL AGENDA ITEM

Date: September 19, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiepe, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – Holiday Lights

History

- For two years beginning in 2013, the Kiwanis Club organized the holiday lighting of 25-30 Spruce Trees in the median of Big Beaver in the Troy Downtown Development Authority boundary, which included spaced out locations between Coolidge and Rochester Road.
- In 2016, the City of Troy encouraged the holiday tree lighting and promoted the increase of trees to be decorated.
- The City of Troy decided to install lights on additional trees with lights provided by the Kiwanis and purchase lights and install them on additional trees.
- The goal was to light all spruce trees between Rochester Road and Coolidge Highway in the Big Beaver median.
- The City of Troy staff continues to receive several compliments on the city's efforts to provide a traditional decorated look for the holiday season along the corridor.
- It is anticipated that the lights will remain on beginning November 15th through the last day in February.
- The holiday lights have an average life span of 3-5 years in the harsh environment they are used.
- There are approximately 175 spruce trees on the Big Beaver median scheduled for holiday lights.

Purchasing

- On September 1, 2022 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements for the Installation of Holiday Lights with two (2) 1-year renewals.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Two Hundred and seventy-nine (279) vendors were notified via the MITN website. Five (5) bids were received which four (4) did not meet specifications regarding bid surety requirements. The summary of the vendor responses is detailed below.

Companies notified via MITN	279
Troy Companies notified via MITN	7
Troy Companies - Active email Notification	6
Troy Companies - Active Free	1
Companies that viewed the bid	7
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, RFPS and Quote opportunities with the City.*

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***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.*



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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Landscape Services, Inc. of Clinton Twp., MI* is the low bidder meeting specifications and is being recommended for award.
- *Landscape Services, Inc* has successfully provided holiday tree lighting services for the City of Troy and meets all requirements.

Financial

Funds are available in the General Fund under the Parks Street Island Maintenance (DDA) operating account number 101.751.30.783.780.070 and various operating accounts for lighting on additional trees on municipal property as requested.

Recommendation

City Management recommends awarding a one (1) year contract with two (2) 1-year renewal options for Proposal A: Installation and Removal of Holiday Lights on approximately 175 Spruce Trees in the Big Beaver Median, Proposal B: Installation and Removal of Holiday Lights on additional trees on municipal property, Proposal C: Commercial-Grade LED light strands, Proposal D: Replacement 6' Cable Rectifiers, and Proposal E: Replacement 24' Green extension cords to the low bidder meeting specifications *Landscape Services, Inc. of Clinton Twp., MI* for an estimated cost of \$29,925 for Proposal A and for Proposals B, C, D, and E, at unit prices contained in the bid tabulation opened September 1, 2022; not to exceed budgetary limitations; contract to expire April 30, 2025.

VENDOR NAME:	Shamo Landscaping & Services Inc.	Decima LLC	Landscape Services, Inc.
CITY:	Sterling Hgts., MI	Detroit, MI	Clinton Township, MI
CHECK #:			1666017
CHECK AMOUNT:	NOT PROVIDED	NOT PROVIDED	\$5,000.00

PROPOSAL: FURNISH ALL EQUIPMENT AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY

DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PROPOSAL A:						
Installation and Removal of Holiday Lights on approximately 175 Spruce trees in the Big Beaver Median.		\$29,450.00		\$30,100.00		\$29,925.00
PROPOSAL B:						
Installation and Removal of Holiday Lights per tree on additional trees on municipal property.	\$249.00		\$280.00		\$260.00	
PROPOSAL C:						
Commercial-Grade, 5MM Wide Angle L.E.D.S 50 LED Warm White W/Green Cord, 6" Spacing, 25' approximately 2,500.	\$12.75	\$31,875.00	\$13.75	\$34,375.00	\$14.05	\$35,125.00
PROPOSAL D:						
6' Plug Adapter Cable Rectifier W/Green Wire approximately 140.	\$9.60	\$1,344.00	\$10.50	\$1,470.00	\$11.06	\$1,548.40
PROPOSAL E:						
24' green extension approximately 14.	\$7.00	\$98.00	\$7.99	\$111.86	\$7.78	\$108.92
TOTALS:	\$62,767.00		\$66,056.86		\$66,707.32	

Hours of Operation:		8AM - 6PM	7AM - 5PM	7AM - 6PM
24 Hour Phone No.:		586-822-2181	260-243-0591	586-216-2230
Contact Person:		Salam Shamo	Alex Baloch	Bret Steiner
Phone:		586-822-2181	260-243-0591	586-216-2230
Site Inspection Date:		Y	Y	Y
Meet Delivery/Installation Schedule: Y or N		Y	Y	Y
Days after notice work shall commence:		15 days	7 days	15 days
References: Y or N		Y	Y	Y
Can Meet Insurance: Y or N		Will obtain coverage of \$500,000 upon acceptance of bid	Y	Y
Payment Terms: Y or N		Net 30 days after completion	1% 10Net30	Net 30
Warranty: Y or N		None	As per manufacturer	None
Exceptions:		Insurance currently at \$500,000, will raise to \$1,000,000 upon acceptance. Check to be sent within 48 hours of acceptance of bid.	NONE	NONE
Acknowledgement: Y or N		Y	Y	Y
Forms: Y or N		Y	Y	Y

ATTEST:
(*Bid Opening conducted via a Zoom Meeting)
Brian Varney
Heather Chomiak

Low bidder meeting specifications

Emily Frontera
Purchasing Manager

Opening Date: 09/01/2022
Date Reviewed: 09/01/2022

CITY OF TROY
BID TABULATION
HOLIDAY LIGHTS

VENDOR NAME:	Santa's Light Crew	Zoros Christmas Lights, LLC
CITY:	Howell, MI	Livonia, MI
CHECK #:	NOT PROVIDED	NOT PROVIDED
CHECK AMOUNT:		

PROPOSAL: FURNISH ALL EQUIPMENT AND LABOR FOR THE INSTALLATION OF HOLIDAY LIGHTS AT THE CITY OF TROY				
DESCRIPTION	UNIT PRICE	TOTAL	UNIT PRICE	TOTAL
PROPOSAL A:				
Installation and Removal of Holiday Lights on approximately 175 Spruce trees in the Big Beaver Median.		\$43,750.00		\$87,500.00
PROPOSAL B:				
Installation and Removal of Holiday Lights per tree on additional trees on municipal property.	\$300.00		\$500.00	
PROPOSAL C:				
Commercial-Grade, 5MM Wide Angle L.E.D.S 50 LED Warm White W/Green Cord, 6" Spacing, 25' approximately 2,500.	\$13.50	\$33,750.00	\$10.95	\$27,375.00
PROPOSAL D:				
6' Plug Adapter Cable Rectifier W/Green Wire approximately 140.	\$11.00	\$1,540.00	\$4.00	\$560.00
PROPOSAL E:				
24' green extension approximately 14.	\$7.50	\$105.00	\$20.00	\$280.00
TOTALS:	\$79,145.00		\$115,715.00	

Hours of Operation:	8AM - 6PM	8AM - 10PM
24 Hour Phone No.:	517-861-1563	Not Specified
Contact Person:	David Vance	Martin Zoro
Phone:	517-861-1563	248-408-6393
Site Inspection Date:	Y	Y
Meet Delivery/Installation Schedule: Y or N	Y	Y
Days after notice work shall commence:	within 14 days	20 days
References: Y or N	Y	Y
Can Meet Insurance: Y or N	Y	Y
Payment Terms: Y or N	Net 30	30
Warranty: Y or N	Not Specified	Not Specified
Exceptions:	NONE	NONE
Acknowledgement: Y or N	Y	Y
Forms: Y or N	Y	Missing Proposer's Sworn and Notarized Familial Disclosure



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 19, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Dennis Trantham, Facilities and Grounds Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Award to Low Bidder Meeting Specifications – 2022 Street Tree Planting

History

- The Parks Division is responsible for the maintenance of the City's urban forest. This responsibility includes making additions to the urban forest through a tree-planting program.
- The Parks Division continues to make progress on a more aggressive tree-planting program.
- The division facilitates a program that fills vacancies in the Rights-of-Way (ROW) that could support a tree while adhering to City of Troy Ordinance Chapter 28.
- Chapter 28 regulates that trees planted in the ROW should not be planted any closer than 50' of an existing tree within the ROW, no closer than 15' from any driveway approach, no closer than 3.5' of any curb, and no closer than 3' to any sidewalk.
- The Parks Division also is proposing to continue with planting more substantial trees in the ROW resulting in a request from vendors for trees with a minimum of 2.5" in diameter and a 2-year warranty from the date of planting.

Purchasing

- On September 1, 2022 a bid opening was conducted as required by the City Charter/Code for one (1) year requirements of Street Trees.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi. Fifty-six (56) vendors were notified via the MITN website. Three (3) bids were received. Below is a detail summary of the vendor responses.

Companies notified via MITN	56
Troy Companies notified via MITN	1
Troy Companies - Active email Notification	1
Troy Companies - Active Free	0
Companies that viewed the bid	12
Troy Companies that viewed the bid	0

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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- *Marine City Nursery Company of Marine City, MI* was the low bidder, meeting all bid specifications for the purchase and installation of Balled and Burlap or Container Grown Trees, and is being recommended.
- *Marine City Nursery Company* has successfully provided trees for the City of Troy and meets all requirements.

Financial

Funds are budgeted and available in the General Fund under the Parks Local Tree Planting operating account number 101.751.30.778.7740.120 in the amount of \$164,130 for the 2023 Fiscal Year. In addition, City staff continues to apply for grants to assist in its tree-planting program.

Recommendation

City Management recommends awarding a contract to purchase and have installed on an as-needed basis balled and burlap or container grown trees to the low bidder meeting specifications, *Marine City Nursery Company of Marine City, MI*, at unit prices contained in the bid tabulation opened September 1, 2022; not to exceed budgetary limitations.

Opening Date - 09/01/2022
Date Reviewed - 09/01/2022

CITY OF TROY
BID TABULATION
STREET TREES

ITB-COT 22-30
Pg 1 of 1

VENDOR NAME:		Marine City Nursery Co.	The Davey Tree Expert Company	KLM Landscape
CITY:		China Twp., MI	Wooster, OH	Armada, MI
CHECK AMT:		\$5,000.00	\$5,000.00	\$5,000.00
CHECK #:		36514181	090518224	2387539
PROPOSAL: TO PROVIDE AND PLANT FOR THE CITY OF TROY BALL AND BURLAP OR CONTAINER GROWN TREES.				
PROPOSAL A: Cost for the Purchase and Planting of 500 Ball and Burlap Trees				
Price Per Planted Tree:		\$398.00	\$471.00	\$520.00
PROPOSAL A TOTAL COST (unit price x 500):		\$199,000.00	\$235,500.00	\$260,000.00
FALL 2022				
LIST OF NINE TREE TYPES:	Y/N	Y	Y	Y
HOW MANY TREES LISTED:		9	9	9
HOURS OF OPERATION:		8AM - 5PM	7AM - 4:30PM	M-F 7AM - 4PM
24 HOUR PHONE #:		810-650-0676	330-465-5113	810-523-2192
STATEMENT OF GUARANTEE:		As Specified	As Specified	As Specified
REFERENCES:	Y/N	Y	Y	Y
PROPOSED PAYMENT SCHEDULE:		Net 30 Days	30 Days	Not Specified
INSURANCE MET:	Y/N	Y	Y	Y
DELIVERY:		Not Specified	Yes	Not Specified
EXCEPTIONS:		NONE	NONE	NONE
ACKNOWLEDGEMENT:	Y/N	Y	Y	Y
FORMS:	Y/N	Y	Y	N

Low bidder meeting specifications

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Brian Varney
Heather Chomiak

Emily Frontera
Purchasing Manager



500 West Big Beaver
Troy, MI 48064
troymi.gov

J-04d

CITY COUNCIL AGENDA ITEM

Date: September 19, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Kurt Bovensiep, Public Works Director
Brian Varney, Fleet Operations Manager
Emily Frontera, Purchasing Manager

Subject: Standard Purchasing Resolution 2: Low Bidder Meeting Specifications – Fuel Island Renovations – Department of Public Works and City Hall, and
Standard Purchasing Resolution 5: Approval to Expend Budgeted Funds – Fuel Island Renovations – Construction Management

History

- The City's on-site fueling facilities are critical to our daily operations and emergency response, and are used daily by the City's fleet.
- The fuel islands at the Department of Public Works were constructed in 1974 and the City Hall fuel island was constructed in 1979.
- The two (2) 12,000-gallon fuel tanks at the DPW and the one (1) 12,000-gallon tank at City Hall have reached their end of life cycle and must be replaced.
- Replacement of these fuel facilities will ensure dependable storage, delivery and management for the City's fleet for the next generation.
- On November 22, 2021 Troy City Council approved expending budgeted capital funds to *OHM Advisors (OHM) of Livonia, MI*, which is one of the City's professional service engineering firms, (Resolution #2021-11-176-J-4a), to complete the design and necessary engineering documents for the fuel island renovations at the Department of Public Works and City Hall locations.

Purchasing

- On September 1, 2022 a bid opening was conducted as required by the City Charter/Code for the Fuel Island Renovations at the Department of Public Works and City Hall locations.
- The bid was posted on the MITN Purchasing Group website; www.bidnetdirect.com/city-of-troy-mi.
- Two Hundred and thirty-one (231) vendors were notified via the MITN website. Three (3) bids were received. The summary of the vendor responses is detailed below.

Companies notified via MITN	231
Troy Companies notified via MITN	7
Troy Companies notified Active email Notification	6
Troy Companies - Active Free	1
Companies that viewed the bid	76
Troy Companies that viewed the bid	0

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CITY COUNCIL AGENDA ITEM

Purchasing (continued)

- After reviewing the bid proposals with OHM, *Phoenix Environmental, Inc of Plymouth, MI* was the low bidder meeting specifications and is being recommended.
- The lowest bidder did not meet specifications because they failed to provide the required bid surety.

The current contract with OHM Advisors (OHM) was renewed by City Council on May 23, 2022 for engineering and design services (Resolution #2022-05-071-J-4b). Under the current contract pricing, OHM proposes a Construction Phase Service fee of \$195,000.00 Services will include the administration, oversight, and any necessary testing of the project per the attached detailed proposal.

Financial

- Funds are budgeted and available in the Public Works Capital Fund with associated project numbers 2022C0101 and 2023C0090 for the 2023 fiscal year.
- Total available budget in Project Number 2023C0090 is \$1,120,000. Estimated total cost for this project is \$1,275,104. Additional funds are available in the Fleet Capital Fund to cover the shortfall of \$155,104 in the unused portion of Project Number 2022C0101.
- Expenditures will be charged to account number 661.549.565.7975.900. Since this project is schedule to be constructed in two fiscal years, any unused funds in fiscal year 2023 is proposed to roll over to fiscal year 2024.

Fuel Island Renovations	Cost	Project Number	Budget
Department Public Works	\$1,275,104	2023C0090	\$1,120,000
City Hall	\$ 484,270	2022C0101	\$1,183,000
Contingency 10%	\$ 195,438	2022C0101	
Construction Phase Services	\$ 195,000	2022C0101	
Total Cost	\$2,149,812.00		\$2,303,000

Recommendation

City Management recommends awarding a contract for the Fuel Island Renovations at the Department of Public Works and City Hall locations to the low bidder meeting specifications; *Phoenix Environmental, Inc of Plymouth, MI* for an estimated cost of \$1,759,374 and a 10% contingency amount of \$195,438, for an estimated total cost of \$1,954,812.

City Management further recommends granting the authority to expend budgeted capital funds to *OHM Advisors (OHM) of Livonia, MI*, for the Construction Phase Services for the fuel island renovations at the Department of Public Works and City Hall locations for an estimated total cost of \$195,000.

CITY OF TROY
TABULATION
FUEL ISLAND & TANK REPLACEMENT

VENDOR NAME:	R.W. Mercer Co.	Phoenix Environmental, Inc.	Oscar W. Larson Co.
CITY:	Jackson, MI	Plymouth, MI	Clarkston, MI
CHECK AMOUNT:	\$25,000	\$25,000	
CHECK #:	119006	517256373-5	Not Provided

PROPOSAL: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station

BASE BID: Proposal shall include the total cost of all labor, materials, tools, equipment and supervision required to complete the Fuel Island and Tank Replacement project at the Troy Civic Center/Police Station and DPW facilities as per all work herein described and/or shown on the plans, drawings and as per all bid specifications.

PROPOSAL 1) DPW - TOTAL BASE BID PRICE	\$1,518,214.00	\$1,275,104.00	\$512,815.00
PROPOSAL 2) Civic Center - TOTAL BASE BID PRICE	\$727,469.00	\$484,270.00	\$905,258.00
DISCOUNT offered if awarded both projects:	None Offered	None Offered	None Offered
If discount is offered, DEDUCT:		"1 Year of LARA Inspections and one added year of Warranty"	
TOTAL PROPOSAL 1 & 2	\$2,245,683.00	\$1,759,374.00	\$1,418,073.00
ALTERNATE 1: Description of work: Removal and installation of new fence as specified and indicated on drawings.	\$92,417.00	\$49,364.00	\$25,000.00
ALTERNATE 2: Description of work: Seal and stripe parking lot as specified and indicated on drawings.	\$10,440.00	\$10,730.00	\$7,500.00
TOTAL PROPOSAL 1 & 2 and Alternates 1 & 2	\$2,348,540.00	\$1,819,468.00	\$1,450,573.00

UNIT PRICES: The amounts below will be added to the Contract Sum on performance and measurement of the individual items of Work for quantities above those identified on the drawings which are included in the base bid price.

Unit Price No. 01: Removal of unsatisfactory soil and replacement with satisfactory soil material.	\$172.50	\$96.36	\$31.62
Unit Price No. 02: Cutting and patching of concrete slabs-on-grade.	\$42.55	\$23.10	\$10.00
Unit Price No. 03: Removal of Curb and Gutter.	\$28.75	\$34.54	\$3.00
Unit Price No. 04: Removal of Pavement.	\$25.30	\$95.49	\$3.00
Unit Price No. 05: Provide and install 21AA Aggregate Base, 6 inches.	\$23.00	\$25.74	\$27.00
Unit Price No. 06: Provide and install 21AA Aggregate Base, 8 inches.	\$28.75	\$34.65	\$29.00
Unit Price No. 07: Provide and install 21AA Aggregate Base, 10 inches.	\$34.50	\$43.07	\$31.00
Unit Price No. 08: HMA, 36A.	\$655.00	\$627.00	\$35.00
Unit Price No. 09: HMA, 13A.	\$288.00	\$275.00	\$36.00
Unit Price No. 10: HMA, 11A.	\$242.00	\$231.00	\$37.00
Unit Price No. 11: Concrete, 6 inch.	\$7.20	\$13.20	\$8.00
Unit Price No. 12: Concrete, 10 inch.	\$8.58	\$23.16	\$11.00
Unit Price No. 13: Concrete Curb and Gutter.	\$46.00	\$49.50	\$35.00
Unit Price No. 14: Removal of contaminated soil and disposal and replacement with satisfactory soil material.	\$184.00	\$98.04	\$37.00

Prime Bidder attended Pre-Bid meeting:	Y/N	Y	Y	Y
Document 00 43 21 ALLOWANCE FORM Attached:	Y/N	Y	Y	N
Bidder Questionnaire Provided & Signed:	Y/N	Y	Y	Y
CONTACT INFORMATION: Hours of Operation:		8:00AM - 5:00PM	7:00AM - 4:00PM	7:00AM - 5:00PM
24 Hr. Contact Phone No.:		517-787-2960	734-216-5963	810-407-9146
Proposed Payment Schedule:		Monthly for completed work; Net 30 days	Monthly billing on last day of the month until project is complete.	Net 30
References Provided:	Y/N	Y	Y	Y
Can Meet Insurance Requirements:	Y/N	Y	Y	Y
Warranty:		2 Year	2 Year	1 Year
Completion:		10/27/2023	On or before 10/27/23	Not Specified
Exceptions:		Material pricing based on current conditions. Increases may apply depending on market conditions in 2023.	prints. 20psi tank unavailable per STI rules. Per drawings on C-8 no steel is added to concrete.	NONE
Acknowledgement:	Y/N	Y	Y	Y
Addendums 1 & 2:	Y/N	Y	Y	N
Forms:	Y/N	Y	Y	N

Low Bidder Meeting Specifications

Attest:
(*Bid Opening conducted via a Zoom Meeting)
Brian Varney
Heather Chomiak

Emily Frontera
Purchasing Manager

September 8, 2022

Mr. Brian Varney
City of Troy
Fleet Operations Manager
4693 Rochester Rd.
Troy, MI 48085

RE: Proposal for Construction Phase Services
Fuel Island Replacement Project

Dear Mr. Varney:

With the completion of design and bidding phases, this project will be under construction soon. We understand the City of Troy desires to have OHM Advisors assist with the oversight of the project during construction. This letter presents our proposed scope of services for contract administration, construction field services, and testing.

SCOPE OF SERVICES

Our Scope of Services for this work will be completed as four tasks with a schedule starting in October 2022 and Final Completion of the project anticipated to be October of 2023.

Task 1: Contract Administration

Contract administration services will begin immediately following the award of a contract to a contractor. OHM will provide organized information to outline the progress of the project from contractor initiation to completion of final punch list items.

- Organize and schedule Pre-Construction meeting on-site with contractor, sub-contractor(s) and Owner's representative(s) and other project stakeholders to coordinate project delivery, schedules, meetings and dates of importance.
- Provide review of Shop Drawings, Product Data and Samples for the purpose of conformance with the intent of the Construction Documents.
- Review and monitor Contractor's construction schedule
- Provide responses to field questions and Request for Information (RFIs).
- Organize and schedule bi-weekly progress meetings with contractor, sub-contractor and owner's representative to review project, coordinate open issues and construction schedule. (estimated 22 progress meetings for project).
- Project engineer to coordinate field testing and staking schedules with contractor while on-site and schedule accordingly.
- Prepare Proposal Requests and Construction Change Directives and authorize minor changes that do not affect the Contract Sum and/or Contract Time.
- Prepare and process Change Orders for City review and approval
- Review and Certify the contractor's Application for Payment, monthly.
- Prepare and perform a final punchlist walk through with the contractor and an owner representative(s).
- Coordinate with Contractor to determine the dates of Substantial Completion and Final Completion.
- Confirm the completion of the final punchlist.
- Prepare and submit record drawings to City based on Contractor red lines and field notes.

Task 2: Construction Observation Services

This task includes on site construction observation by an OHM Construction Technician performed during the construction phase of the project.



- ▶ OHM construction technician to provide full-time observation during excavation, tank removal, grading, utility installation, paving, and part-time observation during restoration activities.
- ▶ OHM representative will communicate inconsistencies with design intent with the contractor on-site.
- ▶ Prepare daily construction observation reports documenting work completed each day on site noting field installed conditions and any variance to the design.

Task 3: Field Testing

This task includes testing services performed during the construction phase of the project.

- ▶ OHM will utilize G2 or LLC Consulting for Construction material testing. OHM to coordinate timing and required tests for completion of work; OHM will review reports for specification compliance. G2 and LLC Consulting will perform their services, for soil testing during tank removal, subgrade preparation, foundation construction, steel construction and bituminous paving operations as needed and directed by OHM Advisors

Task 4: Staking

The construction staking work performed will be performed one-time for the site improvements, as requested by the Contractor, up to 8 separate mobilizations. OHM Advisors anticipates that the effort will consist of construction staking for the concrete and asphalt pavement, curb and gutter, light pole and other miscellaneous items.

- ▶ Service elements include:
 - Establish/Verify Horizontal & Vertical Control
 - Review Construction Plans and Create Staking Alignments
 - Provide Construction Staking as requested

COMPENSATION & SCHEDULE

OHM Advisors will perform the outlined services above based on hourly basis not to exceed, in accordance with our current contract with the City. The following are the estimated costs for the project:

TASK	FEE
Task 1: Contract Administration Services	\$45,000
Task 2: Construction Observation Services	\$100,000
Task 3: Testing	\$30,000
Task 4: Staking	\$20,000
TOTAL	\$195,000

ASSUMPTIONS, EXCLUSIONS & OWNER RESPONSIBILITIES

OHM Advisors is prepared to complete the work as outlined above per our understanding of the project, which includes the following assumptions, exclusions and identified Owner responsibilities.

- ▶ OHM Advisors point of contact for this project is Brian Varney.
- ▶ Estimated observation hours on-site is 1000 hours based on a 22 week on-site construction schedule.
- ▶ Existing and/or As-built Cross Sections
- ▶ Quantity Calculations
- ▶ Re-staking due to contractor errors and miscommunications.
- ▶ Permit and application fees to be paid by others if applicable.

ACCEPTANCE

Work will be done in accordance with the terms and conditions of the Continuing Services Agreement between OHM and the City. If this proposal is acceptable to you, please provide signature below or e-mail confirming us to proceed on the project.

Thank you for giving us the opportunity to be of service. We look forward to working with you on this project. This proposal is valid for 60 days from the date of this letter.



Orchard, Hiltz, & McCliment, Inc.

CONSULTANT

(Signature)

Christopher Ozog, AIA
(Name)

Project Manager
(Title)

September 2, 2022
(Date)

Cc: Rhett Gronevelt, Principal, OHM Advisors

City of Troy

OWNER

(Signature)

(Name)

(Title)

(Date)

DRAFT



500 West Big Beaver
Troy, MI 48084
troymi.gov

J-04e

CITY COUNCIL AGENDA ITEM

Date: September 7, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Rob Maleszyk, Chief Financial Officer
Dee Ann Irby, Controller
Frank Nastasi, Chief of Police
Andy Satterfield, Captain – Support Services Division
Michael Giorgi, Lieutenant – Support Services Division
Sam Kalef, Communications Manager – Support Services Division
Emily Frontera, Purchasing Manager

Subject: Contract Amendment and Standard Purchasing Resolution 4: Oakland County Purchasing Cooperative - Next Generation 911 Equipment and Services Upgrade, Troy Police Department

History

The City of Troy Police Department Communications Center was part of a countywide 911 system deployment in 2016 entering into an agreement between Oakland County and the City of Troy (Resolution #2016-11-199-J6). On May 22, 2017 Phase II of the system was implemented and included the purchase and installation of the Emergency CallWorks (ECW) Next Generation 911 System (Resolution #2017-05-089-J-4C). This system is nearing end of software and hardware life, subsequently a countywide system upgrade/refresh is needed in order to maintain effective Next Generation 911 call processing and incident location software.

The proposed contract from Motorola Solutions, Inc. f/k/a Emergency CallWorks, Inc (“MSI” or “ECW”) is for the renewal of six 911 software licenses, new workstation hardware (including genovation keypads, monitors, computers, network cards, etc.), on-site service maintenance, installation and extended warranty coverage through January 31, 2026. All of the ECW 911 equipment is located within the Troy Police Communications Center, which is staffed 24 hours a day, 7 days a week. This equipment is used to answer and process more than a 125,000 total 911 and non-emergency calls for service from the residents, travelers, and businesses within the cities of Troy and Clawson.

Purchasing

- *Motorola Solutions, Inc f/k/a Emergency CallWorks, Inc of Birmingham, AL* is the awarded contracted vendor for the Oakland County Cooperative Purchasing Contract #004698.
- City Council authorized participation in the Cooperative Purchasing Programs on November 8, 2021 (Resolution #2021-11-160)
- Pricing to provide the upgrade to the Next Generation 911 System has been secured by Motorola Solutions, Inc through the Oakland County Cooperative Purchasing Contract #004698 for an estimated cost of \$97,866.00 as detailed in the attached contract.
- The cost covers six (6) software licenses, associated hardware, service warranties and on-site support.



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Financial

Funds are budgeted and available in the Troy Police Department Communications Capital Fund under Project Number 2023C0021 for the 2023 fiscal year. Expenditures will be charged to account number 401.301.11.325.7980.030.

Recommendation

City Management recommends City Council approve the amended contract with *Motorola Solutions, Inc of Birmingham, AL* for the purchase of the Next Generation 911 Equipment and Services upgrade at the Troy Police Department in conjunction with Oakland County as per the Oakland County Cooperative Contract # 004698, for an estimated total amount of \$97,866.00 as detailed in the attached contract; not to exceed budgetary limitations.

Legal Review

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

CONTRACT FOR THE PURCHASE OF NG9-1-1 EQUIPMENT AND SERVICES

The Parties hereby enter into this contract, effective on _____, 2022 ("Effective Date"), between Motorola Solutions, Inc. f/k/a Emergency CallWorks, Inc. ("MSI" or "ECW") and Troy Police Department ("Troy Police Department"), for the purchase of Next Generation 911 Equipment and Services ("End User Contract").

Whereas, MSI and the County of Oakland, MI, entered into a Contract (No. 004698) for the purchase of Next Generation 911 Equipment and Services ("Contract"), which was amended (under Amendment 3) December 18, 2020 to, among other things, update Exhibit VI to reflect new pricing for Non-Oakland County users and extend the term of the Contract through January 31, 2026. A copy of the Contract and Amendment 3 (collectively referred to herein as the "Primary Contract") is attached hereto and incorporated herein by reference as Exhibit A.

For an amount not to exceed \$97,866.00, Troy Police Department agrees to abide by the terms and conditions of the Primary Contract, including its Exhibits, and whenever "County" is referred to in the Primary Contract, and only for purposes of this End User Contract, it will have the same effect as referring to Troy Police Department, except as set forth below:

1. **Section 5.1 of the Contract shall be replaced in its entirety with the following:**
 - a. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and VI or any Amendments to the Primary Contract.
2. **Section 5.2 of the Contract is hereby deleted for purposes of this End User Contract.**
3. **Section 5.4 of the Contract shall be replaced in its entirety with the following:**
 - a. **Financial Obligations.** Except as otherwise set forth in this End User Contract, Troy Police Department's sole financial obligation hereunder shall be set forth Exhibits IV and VI of the Primary Contract. The amount and manner of payment of the financial obligation shall be a Purchase Order based on its respective amount in Exhibit VI of the Primary Contract.
4. **Section 5.5 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and VI, Contractor shall submit an invoice to Troy Police Department Contract Administrator, or equivalent, itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables;
 - (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by Troy Police Department Which shall have no obligation to make a payment under this End User Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein). Unless otherwise set forth in Exhibit II, Troy Police Department shall only pay Contractor for Deliverables under this End User Contract and not any subcontractors or assignees of Contractor.

5. **Section 7.4 of the Primary Contract shall be replaced in its entirety with the following:**

a. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Ninety Eight Thousand Dollars (\$97,866.00). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

6. **Troy Police Department hereby agrees to abide by the terms, conditions, limitations and restrictions contained in Exhibit III (Software License Agreement) of the Primary Contract and further agrees and acknowledges that:**

- a. The County of Oakland is purchasing and is thereby granted all personal, limited, non-transferable and non-exclusive Software licenses under the Primary Contract as more fully described in Section 3 of Exhibit III.
- b. Troy Police Department will not be a Licensee of the Software under the Primary Contract.
- c. Troy Police Department is a user of the Software under the Primary Contract.

7. **Exhibit IV – Maintenance Agreement of the Primary Contract, is hereby modified as follows:**

- a. Section 2.1 is hereby replaced with the following:
 - i. Fees for services under this Agreement are set forth in Amendment 3 to the Primary Contract (see Exhibit A).
- b. Section 3.3 is not applicable to this Contract.
- c. Schedule A – “7x24x365 Service – 4-hour On-Site Response Fee Schedule” shall be in accordance with Exhibits II & VI of the Primary Contract.
- d. Schedule A – “Spare Parts Kit – COUNTY Site Location(s)” is not applicable to this Contract.

The Parties hereby enter into this End User Contract as of the Effective Date.

Motorola Solutions, Inc.

Troy Police Department

By: Mark Blaser
Name: Mark Blaser
Title: Customer Support Manager
Date: 3.10.2022

By: _____
Name: _____
Title: _____
Date: _____



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

COMPLIANCE OFFICE
PURCHASINGCompliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

Information Technology/Corporation Counsel

RLB

AMENDMENT OF CONTRACT 004698**AMENDMENT 03****AMENDMENT DATE: December 18, 2020**

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Emergency CallWorks	1900 International Park Dr Ste 300 Birmingham, AL 35243
Vendor Number: 20240	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Add the following contract item as described below.

Amendment 3 updating Exhibits V and VI

Reflecting new pricing and extending the contract term to 1/31/2026

Extend the contract expiration date from 1/31/2021 to 1/31/2026

Add \$1,425,000.00 to the contract Not to Exceed (NTE) amount.

The contract NTE will change from \$2,998,500.00 to \$4,423,500.00



**COMPLIANCE OFFICE
PURCHASING**

Compliance Office | Purchasing
248-858-0511 | purchasing@oakgov.com

For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE: Elizabeth Heintzman
Elizabeth Heintzman (Dec 18, 2020 12:09 CST)

Emergency CallWorks

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzy
Scott N. Guzy (Dec 18, 2020 13:07 EST)

Pamela L. Weipert, CPA CIA, Compliance Officer
or

Scott N. Guzy, CPPO, MBA, Purchasing Administrator

cmk

THIRD AMENDMENT TO
CONTRACT NUMBER 004698

THIS THIRD AMENDMENT TO CONTRACT NUMBER 004698 ("Amendment") is made and entered into this ____ day of _____, 2020, by and among County of Oakland, Michigan ("County") and Motorola Solutions., Inc. f/k/a Emergency CallWorks ("Contractor" or "Motorola"). Unless otherwise defined herein, all capitalized terms shall have the meaning set forth in the Agreement (as defined below).

RECITALS

A. WHEREAS, County and Contractor entered into that certain Contract Number 004698 effective February 1, 2016 (Agreement"), whereby Contractor agreed to provide and County agreed to purchase NG911 Call Processing Equipment, including hardware, software, implementation services ("System") and maintenance services to the County as further described in the Agreement.

B. WHEREAS, the Agreement expires January 31, 2021 and the parties wish to amend the Agreement to extend the Term to January 31, 2026.

C. WHEREAS, in accordance with Section 2.2 of the Agreement, County and Contractor desire to memorialize the foregoing and to provide for other changes to the Agreement, all on the terms and conditions as set forth herein.

AGREEMENT

NOW THEREFORE, for and in consideration of the above premises, and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, County and Contractor hereto agree as follows:

1. Extension. Section 2.2 provides that the Agreement may only be extended by mutual written agreement. The parties agree to extend the Agreement to January 31, 2026 ("Extended Term").
2. Contract Price. The total Contract Price for this Extended Term shall be \$2,591,389.46. This contract price shall be separated out by Oakland County Contract Pricing and Non-Oakland County Site Pricing.
3. Exhibit V - Oakland County Site Pricing. For the Extended Term, updated pricing for Exhibit V - Oakland County Total Site Pricing is \$1,422,218.62 and is attached hereto and incorporated herein by reference.
4. Exhibit VI – Non-Oakland County Site Pricing. For the Extended Term, updated pricing for Exhibit VI – Non-Oakland County Site Total Pricing is \$1,169,170.84 and is attached hereto and incorporated herein by reference.
5. Effective Date: The effective date of this Amendment shall be February 1, 2021.
6. References. All references to "Emergency Callworks" shall be revised to "Motorola Solutions, Inc."

5. Conflict/No Other Modifications. In the event of a conflict between the terms of this Amendment and the terms of the Agreement, this Amendment shall control. All other terms of the Agreement shall remain unchanged and remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this Amendment to be signed by their authorized representatives as of the Effective Date.

Oakland County, Michigan

By: 
By: Scott N. Guzy (Dec 18, 2020 13:07 EST)

Name: Scott N. Guzy

Title: Admn Purchasing (001381)

Date: Dec 18, 2020

Motorola Solutions, Inc.

By: 
By: Elizabeth Heintzman (Dec 18, 2020 12:09 CST)

Name: Elizabeth Heintzman

Title: Area Sales Manager

Date: Dec 18, 2020

***This pricing is tied to a December 18th, 2020 signature**

Exhibit V - Oakland County Site Pricing

CHANGES IN SERVICE:

PSAP	Number of Positions	Years of Support	Current Expiration Date	New Expiration Date
Kentwood Data Center	HOST A	4 years / 3 Months	10/6/2021	1/31/2026
Southfield Data Center	HOST B	4 years / 3 Months	10/6/2021	1/31/2026
PCAP Server	PCAP Server	4 years / 3 Months	10/6/2021	1/31/2026
Oakland County Sheriff Office	22	3 years / 3 months	10/18/2022	1/31/2026
Pontiac Back-Up	6	4 years / 3 Months	10/9/2021	1/31/2026
Critical Spares	0	N/A	N/A	N/A
On-site Engineer	0	N/A	N/A	N/A

PRICING CHANGES:

PSAP	Number of Positions	Software Licenses	Software support	Hardware Front Room	Hardware Back Room	Services Config	Services Install	Onsite Support	Hardware Warranty*	Sub-Total
Kentwood Data Center	HOST A	\$0.00	\$24,640.66	\$0.00	\$64,088.30	\$1,100.00	\$20,756.56	\$30,600.00	\$7,539.80	\$148,725.32
Southfield Data Center	HOST B	\$0.00	\$24,640.66	\$0.00	\$64,088.30	\$1,100.00	\$20,756.56	\$30,600.00	\$7,539.80	\$148,725.32
PCAP Server	PCAP Server	\$0.00	\$0.00	\$0.00	\$13,943.40	\$0.00	\$590.54	\$15,300.00	\$1,640.40	\$31,474.34
Oakland County Sheriff Office	22	\$0.00	\$144,934.43	\$79,187.70	\$27,530.65	\$9,680.00	\$82,353.86	\$128,700.00	\$9,416.33	\$481,802.97
Pontiac Back-Up	6	\$0.00	\$45,418.97	\$16,355.70	\$10,005.35	\$2,640.00	\$22,062.32	\$45,900.00	\$3,101.30	\$145,483.64
Critical Spares	0	\$0.00	\$0.00	\$2,269.50	\$10,245.90	\$0.00	\$0.00	\$0.00	\$0.00	\$12,515.40
PSAP Licenses & Support	68.5	\$0.00	\$453,491.63	\$0.00	\$0.00	\$0.00	\$0.00		\$0.00	\$453,491.63

Totals	\$0.00	\$693,126.35	\$97,812.90	\$189,901.90	\$14,520.00	\$146,519.84	\$251,100.00	\$29,237.63	\$1,422,218.62
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*Extended Hardware Warranty can only be purchased if Hardware Refresh is purchased. Current Hardware Warranty expires on date shown on above “Changes in Service” table.

**Software Support & Onsite Support must be purchased on or prior to support expiration date shown on the above “Changes in Service” table and must be paid, in one lump sum, within 30 days after the applicable expiration date shown on the above “Changes in Service” table.

*** CallWorks software will be supported with or without a hardware refresh as long as the customer is current on their software support maintenance agreement. In a geo-diverse solution, if one psap opts in for a hardware refresh, and one does not, or if hardware refreshes are installed at different times, it will not affect the functionality of the software.

Payment Schedule for Hardware Refresh & Hardware Warranty Purchase (due net 30 days upon invoice):

- 20% upon order of the hardware
- 30% upon County’s receipt of hardware at an agreed upon location
- 30% at Data Center/PSAP Install
- 20% at Re-acceptance

***This pricing is tied to a December 18th, 2020 signature**

Pos. Count
0
Yrs. Spt.
4.25

Site Name:
Kentwood Data Center
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100110-HR	ECX Dual Server R440, HA Assembly, 2U, Replacement	\$16,404.00	EA	\$32,808.00	\$27,886.80
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$32,869.00	\$27,938.65
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200009	SIPWORKS Enterprise, i3/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$0.00
Software Sub-Total					\$83,590.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,100.00	\$1,100.00
Configuration Services Sub-Total					\$1,100.00	\$1,100.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$11,500.00	\$9,775.00
1	ECX500010	FIREWALL- (3rd party connections (8 ports))	\$895.00	EA	\$895.00	\$760.75
3	ECX500005-2	ROUTER (Enterprise/Remote)	\$5,170.00	EA	\$15,510.00	\$13,183.50
2	ECX500005-6	1GB Port, CISCO, GLC-SX-MMD (Multi Mode) or GLC-TE (Copper)	\$550.00	EA	\$1,100.00	\$935.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
2	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$7,000.00	\$5,950.00
4	ECX500104	PDU, Rack Mount, Horiz., 16 ports - 2U 30A 120V (LS-30)	\$1,436.00	EA	\$5,744.00	\$4,882.40
Peripherals / Network Sub-Total					\$42,529.00	\$36,149.65
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,328.28	UN	\$8,328.28	\$8,328.28
1	ECX800001	SYSTEM ENGINEERING, Lot	\$3,023.28	UN	\$3,023.28	\$3,023.28
Professional Services Sub-Total					\$21,251.56	\$20,756.56
TOTAL NR Charges:					\$181,339.56	\$85,944.86
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.85	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$28,989.02	EA	\$24,640.67	\$24,640.66
4.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$7,200.00	EA	\$30,600.00	\$30,600.00
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$1,884.95	EA	\$7,539.80	\$7,539.80
Sub-Total Recurring Charges:					\$62,780.47	\$62,780.46
***** TOTAL COST OF OWNERSHIP:			4.25	YEAR(s)	\$244,120.03	\$148,725.32

Pos. Count
0
Yrs. Spt.
4.25

Site Name:
Southfield Data Center
Solution being Delivered:
Hardware Refresh &

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100110-HR	ECX Dual Server R440, HA Assembly, 2U, Replacement	\$16,404.00	EA	\$32,808.00	\$27,886.80
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$32,869.00	\$27,938.65
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200009	SIPWORKS Enterprise, i3/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$0.00
Software Sub-Total					\$83,590.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,100.00	\$1,100.00
Configuration Services Sub-Total					\$1,100.00	\$1,100.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$11,500.00	\$9,775.00
1	ECX500010	FIREWALL- (3rd party connections (8 ports))	\$895.00	EA	\$895.00	\$760.75
3	ECX500005-2	ROUTER (Enterprise/Remote)	\$5,170.00	EA	\$15,510.00	\$13,183.50
2	ECX500005-6	1GB Port, CISCO, GLC-SX-MMD (Multi Mode) or GLC-TE (Copper)	\$550.00	EA	\$1,100.00	\$935.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
2	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$7,000.00	\$5,950.00
4	ECX500104	PDU, Rack Mount, Horiz., 16 ports - 2U 30A 120V (L5-30)	\$1,436.00	EA	\$5,744.00	\$4,882.40
Peripherals / Network Sub-Total					\$42,529.00	\$36,149.65
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,238.28	UN	\$8,238.28	\$8,328.28
1	ECX800001	SYSTEM ENGINEERING, Lot	\$3,023.28	UN	\$3,023.28	\$3,023.28
Professional Services Sub-Total					\$21,161.56	\$20,756.56
TOTAL NR Charges:					\$181,249.56	\$85,944.86
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.85	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$28,989.02	EA	\$24,640.67	\$24,640.66
4.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$7,200.00	EA	\$30,600.00	\$30,600.00
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$1,884.95	EA	\$7,539.80	\$7,539.80
Sub-Total Recurring Charges:					\$62,780.47	\$62,780.46
TOTAL COST OF OWNERSHIP:			4.25	YEAR(s)	\$244,030.03	\$148,725.32

Pos. Count
0
Yrs. Spt.
4.25

Site Name:
PCAP Server
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX100110-HR	ECX Dual Server R440, HA Assembly, 2U, Replacement	\$16,404.00	EA	\$16,404.00	\$13,943.40
Hardware Sub-Total					\$16,404.00	\$13,943.40
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX700001	PROJECT MANAGEMENT, UNIT	\$590.54	EA	\$590.54	\$590.54
Professional Services Sub-Total					\$590.54	\$590.54
TOTAL NR Charges:					\$16,994.54	\$14,533.94
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.85	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$0.00	EA	\$0.00	\$0.00
4.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$15,300.00	\$15,300.00
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$410.10	EA	\$1,640.40	\$1,640.40
Sub-Total Recurring Charges:					\$16,940.40	\$16,940.40
TOTAL COST OF OWNERSHIP:			4.25	YEAR(s)	\$33,934.94	\$31,474.34

			Pos. Count 22 Yrs. Spt. 3.25	Site Name: Oakland County Sheriff Offi Solution being Delivered: Hardware Refresh &	Outbound Text no	
Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
22	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$33,264.00	\$28,274.40
41	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$18,450.00	\$15,682.50
22	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$29,700.00	\$25,245.00
22	ECX100201	VoIP Phone	\$345.00	EA	\$7,590.00	\$6,451.50
22	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$4,158.00	\$3,534.30
1	ECX100315	Rack Shelf, Media Gateway (FXS), 1U, 2 GW per Shelf	\$32.00	EA	\$32.00	\$27.20
Hardware Sub-Total					\$93,194.00	\$79,214.90
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
22	ECX200001	CALLSTATION License	\$13,000.00	EA	\$286,000.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$0.00
88	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$8,624.00	\$0.00
Software Sub-Total					\$298,219.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
88	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$9,680.00	\$9,680.00
Configuration Services Sub-Total					\$9,680.00	\$9,680.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003-8	SWITCH, 8-PORT POE, 10/100/1000	\$1,143.00	EA	\$2,286.00	\$1,943.10
2	ECX500004-FP	SWITCH, 48-PORT POE (740W)	\$7,785.00	EA	\$15,570.00	\$13,234.50
1	ECX500005-2	ROUTER (Enterprise/Remote)	\$5,170.00	EA	\$5,170.00	\$4,394.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
2	ECX500009-1	PRINTER	\$558.00	EA	\$1,116.00	\$948.60
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$1,250.00	EA	\$1,250.00	\$1,062.50
3	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$2,685.00	\$2,282.25
Peripherals / Network Sub-Total					\$32,357.00	\$27,503.45
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
44	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$43,560.00	\$41,382.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$31,641.85	UN	\$31,641.85	\$30,059.76
1	ECX800001	SYSTEM ENGINEERING, Lot	\$11,486.43	UN	\$11,486.43	\$10,912.10
Professional Services Sub-Total					\$86,688.28	\$82,353.86
TOTAL NR Charges:					\$520,138.28	\$198,752.21
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.81	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$178,931.40	EA	\$144,934.43	\$144,934.43
3.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$39,600.00	EA	\$128,700.00	\$128,700.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$3,138.78	EA	\$9,416.33	\$9,416.33
Sub-Total Recurring Charges:					\$283,050.76	\$283,050.76
TOTAL COST OF OWNERSHIP:			3.25	YEAR(s)	\$803,189.03	\$481,802.97

			Pos. Count 6 Yrs. Spt. 4.25	Site Name: Pontiac Back-Up Solution being Delivered: Hardware Refresh &	Outbound Text no	
Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$9,072.00	\$7,711.20
6	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$8,100.00	\$6,885.00
6	ECX100201	VoIP Phone	\$345.00	EA	\$2,070.00	\$1,759.50
1	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Ringdown)	\$670.00	EA	\$670.00	\$569.50
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$19,973.00	\$16,977.05
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX200001-LU	CALLSTATION License, Limited Use / Dark	\$13,000.00	EA	\$78,000.00	\$0.00
24	ECX200022	VIRUS PROTECTION, WKS. -- per Pos. / per YEAR	\$98.00	EA	\$2,352.00	\$0.00
Software Sub-Total					\$80,352.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
24	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,640.00	\$2,640.00
Configuration Services Sub-Total					\$2,640.00	\$2,640.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,040.00	\$9,384.00
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
12	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$11,880.00	\$11,286.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,322.37	UN	\$8,322.37	\$7,906.25
1	ECX800001	SYSTEM ENGINEERING, Lot	\$3,021.13	UN	\$3,021.13	\$2,870.08
Professional Services Sub-Total					\$27,232.64	\$22,062.32
TOTAL NR Charges:					\$141,237.64	\$51,063.37
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.85	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$53,434.08	EA	\$45,418.97	\$45,418.97
4.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$10,800.00	EA	\$45,900.00	\$45,900.00
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$775.33	EA	\$3,101.30	\$3,101.30
Sub-Total Recurring Charges:					\$94,420.27	\$94,420.27
***** TOTAL COST OF OWNERSHIP:			4.25	YEAR(s)	\$235,657.91	\$145,483.64

Exhibit VI – Non-Oakland County Site Pricing

CHANGES IN SERVICE:

PSAP	Number of Positions	Years of Support	Current Expiration Date	New Expiration Date
Berkley Dept. Of Public Safety	3	3 years / 6 months	7/11/2022	1/31/2026
Birmingham Police Dept.	3	3 years / 0 months	2/17/2023	1/31/2026
Bloomfield Hills Dept of PS	1.5	3 years / 9 months	4/19/2022	1/31/2026
Bloomfield Twp PD	4	3 years / 9 months	4/5/2022	1/31/2026
Farmington Hills PD	5	3 years / 8 months	5/21/2022	1/31/2026
Ferndale PD	3	3 years / 9 months	4/9/2022	1/31/2026
Hazel Park PD	2	3 years / 4 months	9/12/2022	1/31/2026
Madison Heights PD	4	3 years / 8 months	5/22/2022	1/31/2026
Novi Regional	4	3 years / 7 months	5/30/2022	1/31/2026
Oak Park Dept. of PS	2	3 years / 3 months	10/23/2022	1/31/2026
Rochester PD	2	3 years / 9 months	4/24/2022	1/31/2026
Royal Oak PD	5	3 years/ 9 months	4/20/2022	1/31/2026
Southfield PD	6	4 years / 1 month	12/14/2021	1/31/2026
Troy PD	6	3 years / 4 months	9/13/2022	1/31/2026
Waterford Twp. PD	5	3 years / 8 months	6/1/2022	1/31/2026
West Bloomfield PD	5	3 years / 8 months	5/22/2022	1/31/2026
White Lake Twp. PD	2	3 years / 4 months	9/7/2022	1/31/2026
Oakland University	2	3 years / 4 months	9/24/2022	1/31/2026

PRICING CHANGES:

PSAP	Number of Positions	Software Licenses	Software support	Hardware Front Room	Hardware Back Room	Services Config	Services Install	Onsite Support	Hardware Warranty*	Sub-Total
Berkley Dept. Of Public Safety	3	\$0.00	\$0.00	\$6,364.80	\$14,611.50	\$1,320.00	\$11,898.10	\$18,900.00	\$1,850.85	\$54,945.25
Birmingham Police Dept.	3	\$0.00	\$0.00	\$9,807.30	\$10,200.00	\$1,320.00	\$11,762.55	\$16,200.00	\$1,176.90	\$50,466.75
Bloomfield Hills Dept of PS	1.5	\$0.00	\$0.00	\$3,944.85	\$12,053.85	\$440.00	\$5,033.31	\$10,125.00	\$1,411.65	\$33,008.66
Bloomfield Twp PD	4	\$0.00	\$0.00	\$14,606.40	\$9,384.00	\$1,760.00	\$15,421.75	\$27,000.00	\$2,116.80	\$70,288.95
Farmington Hills PD	5	\$0.00	\$0.00	\$18,258.00	\$14,314.00	\$2,200.00	\$19,564.55	\$33,030.00	\$2,874.00	\$90,240.55
Ferndale PD	3	\$0.00	\$0.00	\$9,807.30	\$11,432.50	\$1,320.00	\$11,927.40	\$20,250.00	\$1,874.10	\$56,611.30
Hazel Park PD	2	\$0.00	\$0.00	\$6,538.20	\$11,943.35	\$880.00	\$8,432.20	\$11,988.00	\$1,630.73	\$41,412.48
Madison Heights PD	4	\$0.00	\$0.00	\$10,011.30	\$11,495.40	\$1,320.00	\$11,957.08	\$19,818.00	\$1,897.65	\$56,499.43
Novi Regional	4	\$0.00	\$0.00	\$14,606.40	\$13,839.70	\$1,760.00	\$15,917.25	\$25,776.00	\$2,509.95	\$74,409.30
Oak Park Dept. of PS	2	\$0.00	\$0.00	\$7,303.20	\$15,103.65	\$880.00	\$8,868.71	\$11,700.00	\$1,977.08	\$45,832.64
Rochester PD	2	\$0.00	\$0.00	\$6,066.45	\$10,047.00	\$880.00	\$8,168.85	\$13,500.00	\$1,421.78	\$40,084.08
Royal Oak PD	5	\$0.00	\$0.00	\$16,345.50	\$11,660.30	\$2,200.00	\$19,056.76	\$33,750.00	\$2,471.10	\$85,483.66
Southfield PD	6	\$0.00	\$0.00	\$21,909.60	\$15,736.05	\$2,640.00	\$23,317.24	\$44,064.00	\$4,428.90	\$112,095.79
Troy PD	6	\$0.00	\$0.00	\$19,997.10	\$13,460.60	\$2,640.00	\$22,851.51	\$35,964.00	\$2,952.15	\$97,865.36
Waterford Twp. PD	5	\$0.00	\$0.00	\$17,454.75	\$12,797.60	\$2,200.00	\$19,306.59	\$33,030.00	\$2,669.33	\$87,458.27
West Bloomfield PD	5	\$0.00	\$0.00	\$18,551.25	\$10,047.00	\$2,200.00	\$19,122.64	\$33,030.00	\$2,523.38	\$85,474.27
White Lake Twp. PD	2	\$0.00	\$0.00	\$7,303.20	\$10,521.30	\$880.00	\$8,359.13	\$11,988.00	\$1,572.75	\$40,624.38
Oakland University	2	\$0.00	\$0.00	\$7,889.70	\$14,441.50	\$880.00	\$9,200.12	\$11,988.00	\$1,970.40	\$46,369.72

Non-Oakland County Site Totals	\$0.00	\$0.00	\$216,765.30	\$223,089.30	\$27,720.00	\$250,165.74	\$412,101.00	\$39,329.50	\$1,169,170.84
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*Extended Hardware Warranty can only be purchased if Hardware Refresh is purchased. Current Hardware Warranty expires on date shown on above “Changes in Service” table.

**Software Support & Onsite Support must be purchased on or prior to support expiration date shown on the above “Changes in Service” table and must be paid, in one lump sum, within 30 days after the applicable expiration date shown on the above “Changes in Service” table.

*** CallWorks software will be supported with or without a hardware refresh as long as the customer is current on their software support maintenance agreement. In a geo-diverse solution, if one psap opts in for a hardware refresh, and one does not, or if hardware refreshes are installed at different times, it will not affect the functionality of the software.

Payment Schedule for Hardware Refresh & Hardware Warranty Purchase (due net 30 days upon invoice):

20% upon order of the hardware

30% upon County's receipt of hardware at an agreed upon location

30% at Data Center/PSAP Install

20% at Re-acceptance

***This pricing is tied to a December 18th, 2020 signature**

Pos. Count
3
Yrs. Spt.
3.5

Site Name:
Berkley Dept of Public Safet
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$4,536.00	\$3,855.60
3	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$1,350.00	\$1,147.50
3	ECX100201	VoIP Phone	\$345.00	EA	\$1,035.00	\$879.75
3	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$567.00	\$481.95
1	ECX100305-1	Media Gateway, 8 Port FXS to SIP (Station Rac)	\$1,085.00	EA	\$1,085.00	\$922.25
3	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Rinodown)	\$1,085.00	EA	\$3,255.00	\$2,766.75
2	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$122.00	\$103.70
Hardware Sub-Total					\$11,950.00	\$10,157.50
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$39,000.00	\$0.00
12	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$1,176.00	\$0.00
Software Sub-Total					\$40,176.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
12	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,320.00	\$1,320.00
Configuration Services Sub-Total					\$1,320.00	\$1,320.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$297.50
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,728.00	\$10,818.80
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$5,940.00	\$5,643.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$4,830.70	UN	\$4,830.70	\$4,589.17
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,753.61	UN	\$1,753.61	\$1,665.93
Professional Services Sub-Total					\$14,859.06	\$11,898.10
TOTAL NR Charges:					\$81,033.06	\$34,194.40
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.88	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$24,105.60	EA	\$21,212.93	\$0.00
3.5	ECX900004	ONSITE MAINTENANCE, per YEAR	\$5,400.00	EA	\$18,900.00	\$18,900.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$616.95	EA	\$1,850.85	\$1,850.85
Sub-Total Recurring Charges:					\$41,963.78	\$20,750.85
TOTAL COST OF OWNERSHIP:			3.5	YEAR(s)	\$122,996.84	\$54,945.25

Pos. Count
3
Yrs. Spt.
3

Site Name:
Birmingham
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$4,536.00	\$3,855.60
3	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$1,350.00	\$1,147.50
3	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$4,050.00	\$3,442.50
3	ECX100201	VoIP Phone	\$345.00	EA	\$1,035.00	\$879.75
3	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$567.00	\$481.95
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rac)	\$610.00	EA	\$610.00	\$518.50
Hardware Sub-Total					\$12,148.00	\$10,325.80
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$39,000.00	\$0.00
9	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$882.00	\$0.00
Software Sub-Total					\$39,882.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
12	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,320.00	\$1,320.00
Configuration Services Sub-Total					\$1,320.00	\$1,320.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$297.50
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,390.00	\$9,681.50
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$5,940.00	\$5,643.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$4,726.02	UN	\$4,726.02	\$4,489.72
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,715.61	UN	\$1,715.61	\$1,629.83
Professional Services Sub-Total					\$14,664.75	\$11,762.55
TOTAL NR Charges:					\$79,404.75	\$33,089.85
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.75	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$23,929.20	EA	\$17,946.90	\$0.00
3	ECX900004	ONSITE MAINTENANCE, per YEAR	\$5,400.00	EA	\$16,200.00	\$16,200.00
2	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$588.45	EA	\$1,176.90	\$1,176.90
Sub-Total Recurring Charges:					\$35,323.80	\$17,376.90
***** TOTAL COST OF OWNERSHIP:			3	YEAR(s)	\$114,728.55	\$50,466.75

Pos. Count
1.5
Yrs. Spt.
3.75

Site Name:
Bloomfield Hills Dept of PS
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$1,512.00	\$1,285.20
2	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$900.00	\$765.00
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,350.00	\$1,147.50
1	ECX100201	VoIP Phone	\$345.00	EA	\$690.00	\$586.50
1	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$189.00	\$160.65
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rac)	\$610.00	EA	\$610.00	\$518.50
2	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Rinodown)	\$670.00	EA	\$1,340.00	\$1,139.00
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$6,652.00	\$5,654.20
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200001	CALLSTATION License	\$13,000.00	EA	\$13,000.00	\$0.00
1	ECX200013	SIPStation License, per Position	\$695.00	EA	\$695.00	\$0.00
4	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$392.00	\$0.00
Software Sub-Total					\$14,087.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$440.00	\$440.00
Configuration Services Sub-Total					\$440.00	\$440.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$297.50
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,170.00	\$10,344.50
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$1,980.00	\$1,881.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$2,434.48	UN	\$2,434.48	\$2,312.75
1	ECX800001	SYSTEM ENGINEERING, Lot	\$883.75	UN	\$883.75	\$839.56
Professional Services Sub-Total					\$6,482.95	\$5,033.31
TOTAL NR Charges:					\$39,831.95	\$21,472.01
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.94	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$8,452.20	EA	\$7,945.07	\$0.00
3.75	ECX900004	ONSITE MAINTENANCE, per YEAR	\$2,700.00	EA	\$10,125.00	\$10,125.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$470.55	EA	\$1,411.65	\$1,411.65
Sub-Total Recurring Charges:					\$19,481.72	\$11,536.65
***** TOTAL COST OF OWNERSHIP:			3.75	YEAR(s)	\$59,313.67	\$33,008.66

Pos. Count
4
Yrs. Spt.
3.75

Site Name:
Bloomfield Twp PD
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$6,048.00	\$5,140.80
8	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$3,600.00	\$3,060.00
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$5,400.00	\$4,590.00
4	ECX100201	VoIP Phone	\$345.00	EA	\$1,380.00	\$1,173.00
4	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$756.00	\$642.60
Hardware Sub-Total					\$17,184.00	\$14,606.40
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX200001	CALLSTATION License	\$13,000.00	EA	\$52,000.00	\$0.00
16	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,568.00	\$0.00
Software Sub-Total					\$53,568.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
16	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,760.00	\$1,760.00
Configuration Services Sub-Total					\$1,760.00	\$1,760.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,040.00	\$9,384.00
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
8	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$7,920.00	\$7,524.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$6,099.30	UN	\$6,099.30	\$5,794.33
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,214.13	UN	\$2,214.13	\$2,103.42
Professional Services Sub-Total					\$19,177.94	\$15,421.75
TOTAL NR Charges:					\$102,729.94	\$41,172.15
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.94	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$32,140.80	EA	\$30,212.35	\$0.00
3.75	ECX900004	ONSITE MAINTENANCE, per YEAR	\$7,200.00	EA	\$27,000.00	\$27,000.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$705.60	EA	\$2,116.80	\$2,116.80
Sub-Total Recurring Charges:					\$59,329.15	\$29,116.80
***** TOTAL COST OF OWNERSHIP:			3.75	YEAR(s)	\$162,059.09	\$70,288.95

Pos. Count

5
Yrs. Spt.
3.67

Site Name:

Farmington Hills PD
Solution being Delivered:
Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECK100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$7,560.00	\$6,426.00
10	ECK100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$4,500.00	\$3,825.00
5	ECK100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
5	ECK100201	VoIP Phone	\$345.00	EA	\$1,725.00	\$1,466.25
5	ECK100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$945.00	\$803.25
4	ECK100311	Media Gateway, 8 port FXO to SIP (Admin/Rinodown)	\$1,085.00	EA	\$4,340.00	\$3,689.00
2	ECK100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$122.00	\$103.70
Hardware Sub-Total					\$25,942.00	\$22,050.70
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECK200001	CALLSTATION License	\$13,000.00	EA	\$65,000.00	\$0.00
20	ECK200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,960.00	\$0.00
Software Sub-Total					\$66,960.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
20	ECK400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,200.00	\$2,200.00
Configuration Services Sub-Total					\$2,200.00	\$2,200.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECK500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECK500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECK500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECK500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECK500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,378.00	\$10,521.30
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECK700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECK700002	SYSTEM INSTALLATION, PRIMARY	\$7,846.04	UN	\$7,846.04	\$7,453.74
1	ECK800001	SYSTEM ENGINEERING, Lot	\$2,848.22	UN	\$2,848.22	\$2,705.81
Professional Services Sub-Total					\$24,384.34	\$19,564.55
TOTAL NR Charges:					\$131,864.34	\$54,336.55
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.92	ECK900000	SYSTEM SUPPORT, 4 YEAR	\$40,176.00	EA	\$36,961.92	\$0.00
3.67	ECK900004	ONSITE MAINTENANCE, per YEAR	\$9,000.00	EA	\$33,030.00	\$33,030.00
3	ECK900005	EXTENDED WARRANTY, per YEAR (2-5)	\$958.00	EA	\$2,874.00	\$2,874.00
Sub-Total Recurring Charges					\$72,865.92	\$35,904.00
TOTAL COST OF OWNERSHIP:			3.67	YEAR(s)	\$204,730.26	\$90,240.55

Pos. Count

3
Yrs. Spt.
3.75

Site Name:

Ferndale
Solution being Delivered:
Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$4,536.00	\$3,855.60
6	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$2,700.00	\$2,295.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
3	ECX100201	VoIP Phone	\$345.00	EA	\$1,035.00	\$879.75
3	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$567.00	\$481.95
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rec)	\$610.00	EA	\$610.00	\$518.50
1	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Rinodown)	\$670.00	EA	\$670.00	\$569.50
Hardware Sub-Total					\$12,818.00	\$10,895.30
Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$39,000.00	\$0.00
12	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,176.00	\$0.00
Software Sub-Total					\$40,176.00	\$0.00
Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price	
12	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,320.00	\$1,320.00
Configuration Services Sub-Total					\$1,320.00	\$1,320.00
Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$297.50
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,170.00	\$10,344.50
Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$5,940.00	\$5,643.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$4,853.33	UN	\$4,853.33	\$4,610.67
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,761.83	UN	\$1,761.83	\$1,673.73
Professional Services Sub-Total					\$14,901.06	\$11,927.40
TOTAL NR Charges:					\$81,385.06	\$34,487.20
Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
0.94	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$24,105.60	EA	\$22,659.26	\$0.00
3.75	ECX900004	ONSITE MAINTENANCE, per YEAR	\$5,400.00	EA	\$20,250.00	\$20,250.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$624.70	EA	\$1,874.10	\$1,874.10
Sub-Total Recurring Charges:					\$44,783.36	\$22,124.10
TOTAL COST OF OWNERSHIP:			3.75	YEAR(s)	\$126,168.43	\$56,611.30

Pos. Count

2

Yrs. Spt.

3.33

Site Name:

Hazel Park PD

Solution being Delivered:

Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$3,024.00	\$2,570.40
2	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$900.00	\$765.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
2	ECX100201	VoIP Phone	\$345.00	EA	\$690.00	\$586.50
2	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$378.00	\$321.30
2	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)	\$1,085.00	EA	\$2,170.00	\$1,844.50
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$9,923.00	\$8,434.55
Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$26,000.00	\$0.00
8	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$784.00	\$0.00
Software Sub-Total					\$26,784.00	\$0.00
Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price	
8	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$880.00	\$880.00
Configuration Services Sub-Total					\$880.00	\$880.00
Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,820.00	\$10,047.00
Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
4	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$3,960.00	\$3,762.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$3,606.71	UN	\$3,606.71	\$3,426.38
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,309.29	UN	\$1,309.29	\$1,243.82
Professional Services Sub-Total					\$10,622.97	\$8,432.20
TOTAL NR Charges:					\$60,029.97	\$27,793.75
Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
0.83	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$16,070.40	EA	\$13,338.43	\$0.00
3.33	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$11,988.00	\$11,988.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$543.58	EA	\$1,630.73	\$1,630.73
Sub-Total Recurring Charges:					\$26,957.16	\$13,618.73
***** TOTAL COST OF OWNERSHIP:			3.33	YEAR(s)	\$86,987.13	\$41,412.48

Pos. Count

4

Yrs. Spt.

3.67

Site Name:

Madison Heights PD

Solution being Delivered:

Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
3	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$4,536.00	\$3,855.60
5	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$2,250.00	\$1,912.50
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
5	ECX100201	VoIP Phone	\$345.00	EA	\$1,725.00	\$1,466.25
3	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$567.00	\$481.95
1	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)	\$1,085.00	EA	\$1,085.00	\$922.25
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$12,924.00	\$10,985.40
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$39,000.00	\$0.00
12	ECX200022	VIRUS PROTECTION, WKS. -- per Pos. / per YEAR	\$98.00	EA	\$1,176.00	\$0.00
Software Sub-Total					\$40,176.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
12	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,320.00	\$1,320.00
Configuration Services Sub-Total					\$1,320.00	\$1,320.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,378.00	\$10,521.30
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$5,940.00	\$5,643.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$4,876.25	UN	\$4,876.25	\$4,632.44
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,770.15	UN	\$1,770.15	\$1,681.64
Professional Services Sub-Total					\$14,943.61	\$11,957.08
TOTAL NR Charges:					\$81,741.61	\$34,783.78
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.92	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$24,105.60	EA	\$22,177.15	\$0.00
3.67	ECX900004	ONSITE MAINTENANCE, per YEAR	\$5,400.00	EA	\$19,818.00	\$19,818.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$632.55	EA	\$1,897.65	\$1,897.65
Sub-Total Recurring Charges:					\$43,892.80	\$21,715.65
***** TOTAL COST OF OWNERSHIP:			3.67	YEAR(s)	\$125,634.41	\$56,499.43

Pos. Count
4
Yrs. Spt.
3.58

Site Name:
Novi Regional
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$6,048.00	\$5,140.80
8	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$3,600.00	\$3,060.00
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$5,400.00	\$4,590.00
4	ECX100201	VoIP Phone	\$345.00	EA	\$1,380.00	\$1,173.00
4	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$756.00	\$642.60
4	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)	\$1,085.00	EA	\$4,340.00	\$3,689.00
2	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$122.00	\$103.70
Hardware Sub-Total					\$21,646.00	\$18,399.10
	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
4	ECX200001	CALLSTATION License	\$13,000.00	EA	\$52,000.00	\$0.00
16	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$1,568.00	\$0.00
Software Sub-Total					\$53,568.00	\$0.00
	Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price
16	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$1,760.00	\$1,760.00
Configuration Services Sub-Total					\$1,760.00	\$1,760.00
	Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,820.00	\$10,047.00
	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
8	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$7,920.00	\$7,524.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$6,481.96	UN	\$6,481.96	\$6,157.86
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,353.04	UN	\$2,353.04	\$2,235.39
Professional Services Sub-Total					\$19,888.23	\$15,917.25
TOTAL NR Charges:					\$108,682.23	\$46,123.35
	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
0.9	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$32,140.80	EA	\$28,926.72	\$0.00
3.58	ECX900004	ONSITE MAINTENANCE, per YEAR	\$7,200.00	EA	\$25,776.00	\$25,776.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$836.65	EA	\$2,509.95	\$2,509.95
Sub-Total Recurring Charges:					\$57,212.67	\$28,285.95
***** TOTAL COST OF OWNERSHIP:			3.58	YEAR(s)	\$165,894.90	\$74,409.30

Pos. Count
2
Yrs. Spt.
3.25

Site Name:
Oak Park Dept. of P S
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$3,024.00	\$2,570.40
4	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$1,800.00	\$1,530.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
2	ECX100201	VoIP Phone	\$345.00	EA	\$690.00	\$586.50
2	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$378.00	\$321.30
1	ECX100312-1	Media Gateway, 4 Port FXS to SIP (Station Rac)	\$610.00	EA	\$610.00	\$518.50
Hardware Sub-Total					\$9,202.00	\$7,821.70
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$26,000.00	\$0.00
8	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$784.00	\$0.00
Software Sub-Total					\$26,784.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
8	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$880.00	\$880.00
Configuration Services Sub-Total					\$880.00	\$880.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$297.50
2	ECX500003-8	SWITCH, 8-PORT POE, 10/100/1000	\$1,143.00	EA	\$2,286.00	\$1,943.10
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$1,250.00	EA	\$1,250.00	\$1,062.50
3	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$2,685.00	\$2,282.25
Peripherals / Network Sub-Total					\$17,159.00	\$14,585.15
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$3,960.00	\$3,762.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$3,943.83	UN	\$3,943.83	\$3,746.63
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,431.66	UN	\$1,431.66	\$1,360.08
Professional Services Sub-Total					\$11,248.71	\$8,868.71
TOTAL NR Charges:					\$65,273.71	\$32,155.56
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.81	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$16,070.40	EA	\$13,017.02	\$0.00
3.25	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$11,700.00	\$11,700.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$659.03	EA	\$1,977.08	\$1,977.08
Sub-Total Recurring Charges:					\$26,694.10	\$13,677.08
***** TOTAL COST OF OWNERSHIP:			3.25	YEAR(s)	\$91,967.81	\$45,832.64

		<u>Pos. Count</u> 2 Yrs. Spt. 3.75		<u>Site Name:</u> Rochester PD Solution being Delivered: Hardware Refresh &		<u>Outbound Text</u> no
Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$3,024.00	\$2,570.40
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
3	ECX100201	VoIP Phone	\$345.00	EA	\$1,035.00	\$879.75
2	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$378.00	\$321.30
Hardware Sub-Total					\$7,137.00	\$6,066.45
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$26,000.00	\$0.00
8	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$784.00	\$0.00
Software Sub-Total					\$26,784.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
8	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$880.00	\$880.00
Configuration Services Sub-Total					\$880.00	\$880.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,820.00	\$10,047.00
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$3,960.00	\$3,762.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$3,403.33	UN	\$3,403.33	\$3,233.17
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,235.46	UN	\$1,235.46	\$1,173.68
Professional Services Sub-Total					\$10,245.47	\$8,168.85
TOTAL NR Charges:					\$56,866.47	\$25,162.30
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.94	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$16,070.40	EA	\$15,106.18	\$0.00
3.75	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$13,500.00	\$13,500.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$473.93	EA	\$1,421.78	\$1,421.78
Sub-Total Recurring Charges:					\$30,027.95	\$14,921.78
***** TOTAL COST OF OWNERSHIP:			3.75	YEAR(s)	\$86,894.42	\$40,084.08

		<u>Pos. Count</u> 5 Yrs. Spt. 3.75		<u>Site Name:</u> Royal Oak PD Solution being Delivered: Hardware Refresh &		<u>Outbound Text</u> no
Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$7,560.00	\$6,426.00
5	ECX100103	MONITOR, 32W" FP, BLK	\$450.00	EA	\$2,250.00	\$1,912.50
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
5	ECX100201	VoIP Phone	\$345.00	EA	\$1,725.00	\$1,466.25
5	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$945.00	\$803.25
2	ECX100313	Media Gateway, 4 Port FXO to SIP (Admin/Rinodown)	\$670.00	EA	\$1,340.00	\$1,139.00
Hardware Sub-Total					\$20,570.00	\$17,484.50
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$65,000.00	\$0.00
20	ECX200022	VIRUS PROTECTION, WKS. – per Pos. / per YEAR	\$98.00	EA	\$1,960.00	\$0.00
Software Sub-Total					\$66,960.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
20	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,200.00	\$2,200.00
Configuration Services Sub-Total					\$2,200.00	\$2,200.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,378.00	\$10,521.30
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$7,453.88	UN	\$7,453.88	\$7,081.19
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,705.86	UN	\$2,705.86	\$2,570.57
Professional Services Sub-Total					\$23,636.43	\$19,056.76
TOTAL NR Charges:					\$125,764.43	\$49,262.56
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.94	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$40,176.00	EA	\$37,765.44	\$0.00
3.75	ECX900004	ONSITE MAINTENANCE, per YEAR	\$9,000.00	EA	\$33,750.00	\$33,750.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$823.70	EA	\$2,471.10	\$2,471.10
Sub-Total Recurring Charges:					\$73,986.54	\$36,221.10
***** TOTAL COST OF OWNERSHIP:			3.75	YEAR(s)	\$199,750.97	\$85,483.66

Pos. Count

8

Yrs. Spt.

4.08

Site Name:

Southfield PD

Solution being Delivered:

Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$9,072.00	\$7,711.20
12	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$5,400.00	\$1,590.00
6	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$8,100.00	\$6,885.00
6	ECX100201	VoIP Phone	\$345.00	EA	\$2,070.00	\$1,759.50
6	ECX100204	Keypad, Genovation 24 Keypas DTP	\$189.00	EA	\$1,134.00	\$963.90
6	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)	\$1,085.00	EA	\$6,510.00	\$5,533.50
3	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$183.00	\$155.55
Hardware Sub-Total					\$32,469.00	\$27,598.65
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
6	ECX200001	CALLSTATION License	\$13,000.00	EA	\$78,000.00	\$0.00
24	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$2,352.00	\$0.00
Software Sub-Total					\$80,352.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
24	ECX100001	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,640.00	\$2,640.00
Configuration Services Sub-Total					\$2,640.00	\$2,640.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$1,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,820.00	\$10,047.00
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
12	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$11,880.00	\$11,286.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$9,291.51	UN	\$9,291.51	\$8,826.91
1	ECX800001	SYSTEM ENGINEERING, Lot	\$3,372.95	UN	\$3,372.95	\$3,201.30
Professional Services Sub-Total					\$29,031.54	\$23,317.24
TOTAL NR Charges:					\$156,312.54	\$63,602.89
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.82	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$53,434.08	EA	\$43,815.95	\$0.00
4.08	ECX900004	ONSITE MAINTENANCE, per YEAR	\$10,800.00	EA	\$41,061.00	\$41,061.00
4	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$1,107.23	EA	\$1,128.90	\$1,128.90
Sub-Total Recurring Charges:					\$92,308.85	\$48,492.90
***** TOTAL COST OF OWNERSHIP:			4.08	YEAR(s)	\$248,621.38	\$112,095.79

Pos. Count

8

Yrs. Spt.

3.33

Site Name:

Troy PD

Solution being Delivered:

Hardware Refresh &

Outbound Text

no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
6	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$9,072.00	\$7,711.20
10	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$4,500.00	\$3,825.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
6	ECX100201	VoIP Phone	\$345.00	EA	\$2,070.00	\$1,759.50
6	ECX100204	Keypad, Genovation 24 Keypas DTP	\$189.00	EA	\$1,134.00	\$963.90
1	ECX100305-1	Media Gateway, 8 Port FXS to SIP (Station Rec)	\$1,085.00	EA	\$1,085.00	\$922.25
2	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Ringdown)	\$1,085.00	EA	\$2,170.00	\$1,844.50
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$26,842.00	\$22,815.70
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
6	ECX200001	CALLSTATION License	\$13,000.00	EA	\$78,000.00	\$0.00
24	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$2,352.00	\$0.00
Software Sub-Total					\$80,352.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
24	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,640.00	\$2,640.00
Configuration Services Sub-Total					\$2,640.00	\$2,640.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$700.00	\$595.00
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,520.00	\$10,642.00
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
12	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$11,880.00	\$11,286.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,931.84	UN	\$8,931.84	\$8,485.25
1	ECX800001	SYSTEM ENGINEERING, Lot	\$3,242.38	UN	\$3,242.38	\$3,080.26
Professional Services Sub-Total					\$28,363.93	\$22,851.51
TOTAL NR Charges:					\$150,717.93	\$58,949.21
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.83	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$48,211.20	EA	\$40,015.30	\$0.00
3.33	ECX900004	ONSITE MAINTENANCE, per YEAR	\$10,800.00	EA	\$35,964.00	\$35,964.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$984.05	EA	\$2,952.15	\$2,952.15
Sub-Total Recurring Charges:					\$78,931.45	\$38,916.15
***** TOTAL COST OF OWNERSHIP:			3.33	YEAR(s)	\$229,649.37	\$97,865.36

Pos. Count
5
Yrs. Spt.
3.67

Site Name:
Waterford Twp PD
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$7,560.00	\$6,426.00
10	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$4,500.00	\$3,825.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
5	ECX100201	VoIP Phone	\$345.00	EA	\$1,725.00	\$1,466.25
1	ECX100305-1	Media Gateway, 8 Port FXS to SIP (Station Rac)	\$1,085.00	EA	\$1,085.00	\$922.25
2	ECX100311	Media Gateway, 8 port FXO to SIP (Admin/Rinodown)	\$1,085.00	EA	\$2,170.00	\$1,844.50
1	ECX100316	Rack Shelf, Media Gateway (FXO), 2U, 2 GW per Shelf	\$61.00	EA	\$61.00	\$51.85
Hardware Sub-Total					\$23,851.00	\$20,273.35
Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$65,000.00	\$0.00
20	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,960.00	\$0.00
Software Sub-Total					\$66,960.00	\$0.00
Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price	
20	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,200.00	\$2,200.00
Configuration Services Sub-Total					\$2,200.00	\$2,200.00
Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$700.00	\$595.00
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,740.00	\$9,979.00
Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$7,646.82	UN	\$7,646.82	\$7,264.48
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,775.90	UN	\$2,775.90	\$2,637.11
Professional Services Sub-Total					\$24,014.56	\$19,306.59
TOTAL NR Charges:					\$128,765.56	\$51,758.94
Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
0.92	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$40,176.00	EA	\$36,961.92	\$0.00
3.67	ECX900004	ONSITE MAINTENANCE, per YEAR	\$9,000.00	EA	\$33,030.00	\$33,030.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$889.78	EA	\$2,669.33	\$2,669.33
Sub-Total Recurring Charges:					\$72,661.25	\$35,699.33
***** TOTAL COST OF OWNERSHIP:			3.67	YEAR(s)	\$201,426.81	\$87,458.27

Pos. Count
5
Yrs. Spt.
3.67

Site Name:
West Bloomfield PD
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
5	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$7,560.00	\$6,426.00
10	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$4,500.00	\$3,825.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$6,750.00	\$5,737.50
6	ECX100201	VoIP Phone	\$345.00	EA	\$2,070.00	\$1,759.50
5	ECX100204	Keypad, Genovaton 24 Keypad DTP	\$189.00	EA	\$945.00	\$803.25
Hardware Sub-Total					\$21,825.00	\$18,551.25
Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price	
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$65,000.00	\$0.00
20	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$1,960.00	\$0.00
Software Sub-Total					\$66,960.00	\$0.00
Part Number	Staging and Configuration Services (400)	Unit Price	U/M	Ext. Price	OFFER Price	
20	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$2,200.00	\$2,200.00
Configuration Services Sub-Total					\$2,200.00	\$2,200.00
Part Number	Network and Misc. Hardware and Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price	
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$11,820.00	\$10,047.00
Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price	
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$9,900.00	\$9,405.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$7,504.77	UN	\$7,504.77	\$7,129.53
1	ECX800001	SYSTEM ENGINEERING, Lot	\$2,724.33	UN	\$2,724.33	\$2,586.12
Professional Services Sub-Total					\$23,750.88	\$19,122.64
TOTAL NR Charges:					\$126,555.88	\$49,920.89
Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price	
0.92	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$40,176.00	EA	\$36,961.92	\$0.00
3.67	ECX900004	ONSITE MAINTENANCE, per YEAR	\$9,000.00	EA	\$33,030.00	\$33,030.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$841.13	EA	\$2,523.38	\$2,523.38
Sub-Total Recurring Charges:					\$72,515.30	\$35,553.38
***** TOTAL COST OF OWNERSHIP:			3.67	YEAR(s)	\$199,071.17	\$85,474.27

Pos. Count
2
Yrs. Spt.
3.33

Site Name:
White Lake Twp. PD
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$3,024.00	\$2,570.40
4	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$1,800.00	\$1,530.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
2	ECX100201	VoIP Phone	\$345.00	EA	\$690.00	\$586.50
2	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$378.00	\$321.30
Hardware Sub-Total					\$8,592.00	\$7,303.20
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$26,000.00	\$0.00
8	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$784.00	\$0.00
Software Sub-Total					\$26,784.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
8	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$880.00	\$880.00
Configuration Services Sub-Total					\$880.00	\$880.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500009-1	PRINTER	\$558.00	EA	\$558.00	\$474.30
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$12,378.00	\$10,521.30
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$3,960.00	\$3,762.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$3,550.28	UN	\$3,550.28	\$3,372.77
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,288.80	UN	\$1,288.80	\$1,224.36
Professional Services Sub-Total					\$10,518.23	\$8,359.13
TOTAL NR Charges:					\$59,152.23	\$27,063.63
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.83	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$16,070.40	EA	\$13,338.43	\$0.00
3.33	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$11,988.00	\$11,988.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$524.25	EA	\$1,572.75	\$1,572.75
Sub-Total Recurring Charges:					\$26,899.18	\$13,560.75
***** TOTAL COST OF OWNERSHIP:			3.33	YEAR(s)	\$86,051.41	\$40,624.38

Pos. Count
2
Yrs. Spt.
3.33

Site Name:
Oakland University
Solution being Delivered:
Hardware Refresh &

Outbound Text
no

Qty	Part Number	Telecom / Position / Host Hardware (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100101	WKS PC, Dual Video, 8gb RAM	\$1,512.00	EA	\$3,024.00	\$2,570.40
4	ECX100103	MONITOR, 22W" FP, BLK	\$450.00	EA	\$1,800.00	\$1,530.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,700.00	\$2,295.00
4	ECX100201	VoIP Phone	\$345.00	EA	\$1,380.00	\$1,173.00
2	ECX100204	Keypad, Genovation 24 Keypad DTP	\$189.00	EA	\$378.00	\$321.30
Hardware Sub-Total					\$9,282.00	\$7,889.70
Part Number	Software Components (200)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$26,000.00	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$0.00
8	ECX200022	VIRUS PROTECTION, WKS. - per Pos. / per YEAR	\$98.00	EA	\$784.00	\$0.00
Software Sub-Total					\$30,379.00	\$0.00
Part Number	Staging and Configuration Services (400)		Unit Price	U/M	Ext. Price	OFFER Price
8	ECX400004	CONFIG/STAGING, Per Hour	\$110.00	UN	\$880.00	\$880.00
Configuration Services Sub-Total					\$880.00	\$880.00
Part Number	Network and Misc. Hardware and Equipment (500)		Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500003	SWITCH, 24-PORT POE, 1/10/100	\$2,875.00	EA	\$5,750.00	\$4,887.50
1	ECX500005-2	ROUTER (Enterprise/Remote)	\$5,170.00	EA	\$5,170.00	\$4,394.50
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$780.00	EA	\$780.00	\$663.00
1	ECX500017	IP to Serial Dist., 16 port	\$3,500.00	EA	\$3,500.00	\$2,975.00
2	ECX500105	PDU, Rack Mount, Horiz., 8 ports - 1U 15A 100/120V (NEMA 5-15)	\$895.00	EA	\$1,790.00	\$1,521.50
Peripherals / Network Sub-Total					\$16,990.00	\$14,441.50
Part Number	System Services (600, 700, 800)		Unit Price	U/M	Ext. Price	OFFER Price
4	ECX700001	PROJECT MANAGEMENT, UNIT	\$990.00	EA	\$3,960.00	\$3,762.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$4,199.76	UN	\$4,199.76	\$3,989.77
1	ECX800001	SYSTEM ENGINEERING, Lot	\$1,524.57	UN	\$1,524.57	\$1,448.34
Professional Services Sub-Total					\$11,723.77	\$9,200.11
TOTAL NR Charges:					\$69,254.77	\$32,411.31
Part Number	Recurring Maintenance Charges (900)		Unit Price	U/M	Ext. Price	OFFER Price
0.83	ECX900000	SYSTEM SUPPORT, 4 YEAR	\$18,227.40	EA	\$15,128.74	\$0.00
3.33	ECX900004	ONSITE MAINTENANCE, per YEAR	\$3,600.00	EA	\$11,988.00	\$11,988.00
3	ECX900005	EXTENDED WARRANTY, per YEAR (2-5)	\$656.80	EA	\$1,970.40	\$1,970.40
Sub-Total Recurring Charges:					\$29,087.14	\$13,958.40
***** TOTAL COST OF OWNERSHIP:			3.33	YEAR(s)	\$98,341.91	\$46,369.72



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RLB

AMENDMENT OF CONTRACT 004698

AMENDMENT 02

AMENDMENT DATE: September 20, 2019

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Emergency CallWorks	1900 International Park Dr. Ste. 300 Birmingham, AL 35243
Vendor Number: 20240	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Add \$60,000.00 to the contract Not to Exceed (NTE) amount.
The contract NTE will change from \$2,938,500.00 to \$2,998,500.00



OAKLAND COUNTY EXECUTIVE, DAVID COULTER

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For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE: Elizabeth Heintzman
Elizabeth Heintzman (Sep 20, 2019)

Emergency CallWorks

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzzy
Scott N. Guzzy (Sep 20, 2019)

Pamela L. Weipert, CPA CIA, Compliance Officer
or

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

cmk



IT

RLB

AMENDMENT OF CONTRACT 004698**AMENDMENT 01****AMENDMENT DATE: July 26, 2017**

This AMENDMENT OF CONTRACT (hereafter this "Amendment") is made and entered into by and between the Contractor named and identified below, (hereafter "Contractor") and the COUNTY OF OAKLAND (hereafter "County") whose address is 2100 Pontiac Lake Rd, Waterford, MI 48328.

CONTRACTOR	ADDRESS
Emergency CallWorks	1900 International Park Dr. Ste. 300 Birmingham, AL 35243
Vendor Number: 20240	

The County and Contractor agree and acknowledge that the purpose of this Amendment is to modify as provided herein and otherwise continue the present contractual relationship between the Parties as described in their current contract with the same contract number as above.

In consideration of the extension of the mutual promises, representations, assurances, agreements, and provisions in the Contract and this Amendment, the adequacy of which is hereby acknowledged by the Parties, the County and Contractor hereby agrees to amend the current Contract as follows:

- 1.0 The County and Contractor agree that any and all defined words or phrases in the current Contract between the parties will apply equally to and throughout the amendment.
- 2.0 The Parties agree that any and all other terms and conditions set forth in the current Contract between the Parties shall remain in full force and effect and shall not be modified, excepted, diminished, or otherwise changed or altered by this Amendment except as otherwise expressly provided for in this Amendment.
- 3.0 Description of Change:

Pursuant to Exhibit V Titled Oakland County Site Pricing, the county is invoking the Option of adding four positions for the Sherriff's location.



OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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For and in consideration of the mutual assurances, promises, acknowledgments, warrants, representations, and agreements set forth in the Contract and this Amendment, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the undersigned hereby execute this Amendment on behalf of the County, and Contractor and by doing so legally obligate and bind the County and Contractor to the terms and conditions of the Contract and this Amendment.

THE CONTRACTOR:

SIGN / DATE: Paul Cizek
Paul Cizek (Jul 26, 2017)

Emergency CallWorks

THE COUNTY OF OAKLAND:

SIGN / DATE: Scott N. Guzzy
Scott N. Guzzy (Jul 26, 2017)

Pamela L. Weipert, CPA CIA, Compliance Officer
or

Scott N. Guzzy, CPPO, MBA, Purchasing Administrator

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Buyer: RLB

CONTRACT NUMBER: 004698

Event # 003294

CONTRACT between the COUNTY OF OAKLAND and CONTRACTOR

Not To Exceed Amount: \$ 2,938,500.00		Effective Date: 2/1/2016	Expiration Date: 1/31/2021
Contract Description:	NG 911 Call Process Equip. - P		
Contractor Information:		Contract Administrator (If Different):	
Emergency CallWorks Jeremy Eilers 1900 International Park Dr Ste 300 Birmingham, AL 35243 Vendor No: 20240			
Compliance Office Purchasing Information:		Contract Administrator Oakland County Using Department:	
Buyer: Richard Brower Oakland County 2100 Pontiac Lake Rd Bldg 41W Waterford, MI 48328-0462 248-858-0511 purchasing@oakgov.com		Patricia Coates/Jeffrey Werner 1200 North Telegraph Road County Service Center - Pontiac Waterford MI 48341	

The Parties agree to the attached terms and conditions:

FOR THE CONTRACTOR:SIGN: Daniel Twohig
Daniel Twohig (Mar 25, 2016)**FOR THE COUNTY:**SIGN: Jeffrey Werner
Jeffrey Werner (Mar 29, 2016)
Contract AdministratorSIGN: Patricia A Coates
Patricia A Coates (Mar 29, 2016)
Contract AdministratorSIGN: Scott N. Guzzy
Scott N. Guzzy (Mar 29, 2016)
Pamela L. Weipert, CPA, CIA, Compliance Officer
or
Scott N. Guzzy, CPPO, MBA, Purchasing Admin

acc

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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. Contractor Provided Insurance
- Section 9. Intellectual Property and Confidentiality
- Section 10. 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. **"Beneficial Use"** means when the County first uses the Deliverables in Exhibit II for its operational purposes (excluding training or testing).
- 1.3. **"Business Day"** means Monday through Friday from 8:00 a.m. to 5:00 p.m., excluding County designated holidays.
- 1.4. **"Claims"** means any loss; complaint; demand for relief or damages; lawsuit; cause of action; proceeding; judgment; penalty; and reasonable and verifiable costs, which are imposed on, incurred by, or asserted against the County or for which the County may become legally or contractually obligated to pay or defend against, whether commenced or threatened, 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.
- 1.5. **"Confidential Information"** means all information consistent with the fulfillment of this Contract that is (i) disclosed under this Contract in oral, written, graphic, machine recognizable, and/or sample form, being clearly designated, labeled or marked as confidential or its equivalent or (ii) obtained by examination, testing or analysis of any hardware, software, or any component part thereof. Confidential information that is disclosed orally must be identified as confidential at the time of disclosure and confirmed by the discloser by submitting a written document to the recipient within thirty (30) Days after such disclosure. The written document must contain a summary of the Confidential

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Information disclosed with enough specificity for identification purpose and must be labeled or marked as confidential or its equivalent. Confidential Information does not include information required or permitted by law to be disclosed.

- 1.6. **“Contract”** means this document and any other documents expressly incorporated herein.
- 1.7. **“Contractor”** means the entity or person listed under “Contractor” on the first page of this Contract.
- 1.8. **“Contractor Employee”** means any employee; officer; director; member; manager; trustee; volunteer; attorney; contractor; subcontractor; independent contractor; subsidiary; or agent of Contractor acting in their representative, or official capacities. Contractor Employees 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.
- 1.9. **“Contractor Software”** means software that Contractor or its affiliated companies owns.
- 1.10. **“Contract Documents”** mean the following documents, which this Contract includes and incorporates:
 - 1.10.1. Exhibit I: Contractor Insurance Requirements
 - 1.10.2. Exhibit II: Scope of Contractor Deliverables and respective Obligations of the Parties
 - 1.10.3. Exhibit III: Software License Agreement
 - 1.10.4. Exhibit IV: Maintenance Agreement
 - 1.10.5. Exhibit V: Oakland County Site Pricing
 - 1.10.6. Exhibit VI: Non-Oakland County Site Pricing
- 1.11. **“County”** means the County of Oakland, a Municipal and Constitutional Corporation, its departments, divisions, authorities, boards, committees, and “County Agents” as defined below.
- 1.12. **“County Agent”** means any elected and appointed officials; directors; board members; council members; commissioners; and employees of the County; acting in their 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 and in that capacity.
- 1.13. **“County Data”** means information or data provided by County to Contractor in the performance of this Contract, including, but not limited to any personally identifiable information such as names, e-mail addresses, passwords, phone numbers, and home or business addresses. County Data may include Confidential Information as defined in this Contract.
- 1.14. **“Day”** means any calendar day, which shall begin at 12:00:00 a.m. and end at 11:59:59 p.m.

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- 1.15. **“Deliverables”** means goods, equipment, and/or services provided under this Contract, and all written information (e.g., reports, specifications, designs, plans, drawings, or other technical or business information) that Contractor prepares for County in the performance of the services and is obligated to provide to County under this Contract. The Deliverables are specifically described in Exhibit II.
- 1.16. **“Deployment”** means the date the County places all of the Deliverables into service and the date when the Deliverables have the capability to process live traffic (excluding training or testing).
- 1.17. **“Equipment”** means the equipment that County purchases from Contractor under this Contract which is specifically described in Exhibit II.
- 1.18. **“Effective Date”** means midnight on the date listed on the first page of this Contract.
- 1.19. **“Expiration Date”** means 11:59.59 p.m. on the date listed on the first page of this Contract.
- 1.20. **“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>.
- 1.21. **“Infringement Claim”** means a third party claim alleging that the Equipment manufactured by Contractor or Contractor Software directly infringes a patent or copyright.
- 1.22. **“Intellectual Property”** means any developments, improvements, designs, innovation, and materials that may be the subject of a trademark/servicemark, copyright, patent, trade secret, or Proprietary Information.
- 1.23. **“Iran-Linked Business”** is defined in the Michigan Compiled Laws (MCL), specifically MCL 129.312, being Section 2 of Public Act 517 of 2012.
- 1.24. **“Non-Contractor Software”** means software that a party other than Contractor or its affiliated companies owns.
- 1.25. **“Not to Exceed Amount”** means the dollar amount listed on the first page of this Contract, unless amended. The “Not to Exceed Amount” may not be the County’s financial obligation under this Contract, but is intended to represent the maximum amount that can be paid to Contractor during the term of this Contract.
- 1.26. **“Open Source Software”** (also called “freeware” or “shareware”) means software with either freely obtainable source code, license for modification, or permission for free distribution.
- 1.27. **“Proposal”** means Contractor’s response or bid to the County’s Request for Proposal, Request for Qualifications, or Request for Quotes.
- 1.28. **“Proprietary Information”** means all ideas, concepts, inventions, know how, methodologies and processes related to the services provided under this Contract, including

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the development and operation of computer software and systems such as source code, object code, security procedures, and passwords.

- 1.29. **“Public Safety Answering Point” (“PSAP”)** means primary or secondary public safety answering points as defined in MCL 484.1102 (z) and (gg).
- 1.30. **“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.
- 1.31. **“Purchasing”** means the Purchasing Unit of the Oakland County Compliance Office.
- 1.32. **“Software”** means the Contractor Software and Non-Contractor Software, including all modifications, enhancements, new versions or new releases, in object code format that is furnished with the system or equipment or provided to enable services.
- 1.33. **“System”** means a state-of-the-art turn-key NG-911 Public Safety Answering Point Call Handling system providing all of the features and capabilities necessary to receive, handle and track all types Emergency Calls including NG-911/i3, E911 (inc. Wireless Phase 1 and 2), basic 911, and 10-digit Emergency.

§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.
- 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; and
(b) this Contract is signed by an authorized County Agent.

§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. Nothing on the Purchase Order will modify or add to the terms of this Contract.
- 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 in Exhibit II and their duties shall be set forth in Exhibit II. Unless otherwise stated in Exhibit II, the County’s Project Manager has no authority to amend this Contract.

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- 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 10 of this Contract shall prevail and take precedence over any allegedly conflicting provisions in all Contract Documents, Exhibits, Purchase Orders, Amendments, and other documents expressly incorporated herein. Terms and conditions contained in Contractor invoices, packing slips, receipts, acknowledgments 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 Contractor, officer of Contractor, or an owner of a 25% or greater share of Contractor is convicted of a criminal offense.
- 4.1.2. **Termination for Convenience.** The County may terminate or cancel this Contract, in whole or part, at any time, upon ninety (90) Days' notice to Contractor, for any reason, including convenience without incurring obligation or penalty of any kind. The effective date for termination or cancellation, and whether it is in whole or in part, shall be clearly

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stated in the notice. Notwithstanding the above, if County exercises this right to terminate for convenience, County will pay Contractor for the portion of the Contract Price attributable to the Deliverables and/or Software delivered, and all services performed, on or before the effective date of the termination.

- 4.2. **Contractor Termination.** Contractor may terminate or cancel this Contract, in whole or part, upon one hundred and eighty (180) Days' notice to the County, if the County breaches a non-payment related duty or obligation contained herein and ninety (90) Days notice if the County breaches a payment obligation, provided that within such notice period County has failed or has not attempted to cure the breach. The effective date of termination or cancellation and the specific alleged default shall be clearly stated in the 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 and Software 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. Except as otherwise stated, 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 the County terminates this Contract, for any reason, then Contractor must do the following: (a) cease providing all Deliverables as specified at the time stated in the notice of termination; (b) preserve and protect Deliverables or other property derived or resulting from the Contract that is in Contractor's possession; (c) return all materials, property, and County Data 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 or Contractor Employees (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. In that situation, the Deliverables will be transferred with the warranty or warranty services and not "As-Is"); and (e) take action to mitigate and limit potential damages, including terminating or limiting, as applicable, those subcontracts and outstanding orders for materials and supplies connected with or related to this Contract. Under no circumstances shall the Contractor be liable for any future loss of income, time, data, profits, any consequential damages, any loss of opportunities, revenues, savings, or any other economic benefit County may have realized but for the termination or cancellation of 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

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Deliverables by replacement Contract or otherwise as the County, in its sole judgment, deems expedient, provided that no Contractor Intellectual Property will be used by County.

§5. SCOPE OF DELIVERABLES AND FINANCIAL/PAYMENT OBLIGATIONS

- 5.1. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and V or any Amendments to this Contract.
- 5.2. **Software License.** Contractor Software shall be licensed to the County as set forth in Exhibit III.
- 5.3. **Maintenance Agreement.** Contractor shall maintain and repair the Equipment and Software as set forth in Exhibit IV.
- 5.4. **Financial Obligations.** Except as otherwise set forth in this Contract, the County's sole financial obligation under this Contract shall be set forth in Exhibits II, IV and V. The amount and manner of payment of the financial obligation shall be a Purchase Order based on the amount of Exhibit V.
- 5.5. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and V, 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. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables; (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by Purchasing. The County shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, the County shall only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
- 5.6. **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 at least ten (10) Days before this event.
- 5.7. **Performance Bond.** Contractor shall supply a Performance Bond payable to the County within ten (10) days of Contract execution. The Performance Bond shall be executed by a corporation authorized to contract as a surety in the State of Michigan and which is on the United States Treasury List. The initial amount of the Performance Bond shall be 100% of the "not to exceed amount." The Performance Bond will insure the full and faithful performance of the Contract with the County. The County shall be the sole beneficiary of the Performance Bond. The Performance Bond shall be released incrementally as Contractor completes Deliverables and such Deliverables are approved by the County, in its sole discretion.

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- 5.8. **Title and Risk of Loss.** Title to the Equipment will pass to County upon receipt. Title to Software will not pass to County at any time. Risk of loss will pass to County upon delivery of the equipment to the County. Contractor will pack and ship all Equipment in accordance with good commercial practices.
- 5.9. **No Obligation for Penalties/Costs/Fines.** Neither party shall be responsible for any cost; fee; fine; penalty; or direct, indirect, special, incidental, or consequential damages incurred or suffered by the other in connection with or resulting from its obligations under this Contract under any circumstances.
- 5.10. **In-Kind Services.** Unless expressly provided herein, this Contract does not authorize any in-kind services by either Party.
- 5.11. **Letter of Agency.** The County shall be responsible for drafting and having executed a Letter of Agency with the applicable and necessary entities for the provision of Deliverables under this Contract, i.e., the provision of E9-1-1 Services and System pursuant to federal and state law and this Contract.

§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. 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, to the best of its knowledge and belief, 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 policies and 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. Upon request of Contractor, the County shall provide Contractor with a copy of 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.

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- 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 require all Contractor Employees to have the knowledge, skill, and qualifications to perform this Contract and to possess any necessary contractor licenses, permits, certificates, and governmental authorizations as may be required by law to perform Contractor's responsibilities under this Contract.
- 6.7.2. **Control and Supervision of Employees.** Both Contractor and County shall solely control, direct, and supervise all its own employees under this Contract. Each party will be solely responsible for and fully liable for the conduct and supervision of its own 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 appropriate County-provided identification at all times while working on County premises. Contractor shall return all County-provided identification upon completion of Contractor's obligations under this Contract.
- 6.7.5. **Background Checks.** Contractor affirms that it checks the criminal records of all Contractor Employee applicants for felony convictions and misdemeanor convictions involving a violent act or threat of violence within the seven (7) years prior to employment, where permitted by law; however, at the County's request, in addition to Contractor's background check, Contractor Employees performing work under this Contract shall be subject to a background check by the County. The scope of the County's background check is at the discretion of the County in accordance with applicable laws 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 will not under any circumstances agree to waive the rights of Contractor Employees. Unless otherwise protected by law, Contractor and Contractor Employees shall provide all information or documents necessary to perform the background check. The County acknowledges the sensitive nature of background check results, related records, and personally identifiable information; therefore, to the extent permitted by law, such information will be treated as Confidential Information to be

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protected and not disclosed. County certifies that it will secure and protect the background check results, related records, and personally identifiable information revealed from such background check in the same manner it protects this information of County Agents.

- 6.7.6. **Compliance with County Security Policies and Use Policies.** Contractor shall require all Contractor Employees to comply with the County's security and acceptable use policies for County property (tangible and intangible), equipment, resources, facilities, and systems. Upon request, the County shall provide such policies to Contractor.
- 6.7.7. **Employee Expenses.** All Contractor Employees shall be employed at Contractor's sole expense (including employment-related taxes and insurance). All County Agents shall be employed at the County's sole expense (including employment-related taxes and insurance). Contractor and the County shall require that all Contractor Employees and County Agents comply with and adhere to the terms of this Contract to the extent they apply to performance of the work under the Contract. Contractor and County shall be respectively liable for all applicable Contractor Employees and County Agents' federal, state, or local payment withholdings or contributions and/or all Contractor Employee and County Agent related pension or welfare benefits plan contributions under federal or state law. Contractor shall indemnify 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.
- 6.7.8. **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 of their respective employees. In no event, shall Contractor Employees or County Agents be deemed employees, agents, volunteers, or subcontractors of the other Party. Contractor and the County shall respectively ensure that Contractor Employees and County Agents are apprised of their status as independent contractors and the limitations of this status.

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- 6.8.2. **Employee Representations.** Neither Contractor or Contractor Employees nor the County or County Agents shall represent themselves as employees of the other Party.
- 6.8.3. **Benefits and Plans.** Neither Contractor or Contractor Employees nor the County or County Agents shall be entitled to participate in any employee benefit plans and programs of the other Party, 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.
- 6.8.4. **Reliance.** Both Contractor and the County entered into this Contract in reliance of the representations made by the other regarding its understanding of the role of independent contractors, its stated relationship to its respective employees, and other representations the Contractor and the County have made regarding the management and performance oversights of both Contractor Employees and County Agents.
- 6.9. **Permits and Licenses.** Except for those licenses and permits described above as the County's responsibility, 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. **Taxes.**
- 6.12.1. **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

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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.

- 6.12.2. **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.
- 6.13. **Equipment Warranty.** For one year after Beneficial Use is reached, or eighteen (18) months after the Deployment of all Deliverables, whichever is sooner ("Warranty Period"), Contractor warrants that the Equipment provided by Contractor under normal use and service will be free from material defects in materials and workmanship. Beneficial Use cannot be extended if a delay, outside the control of Contractor, renders the County unable to exercise Beneficial Use of the Deliverables.
- 6.14. **Software Warranty.** Unless otherwise stated in the Software License Agreement (Exhibit III), during the Warranty Period, Contractor warrants the software in accordance with the warranty terms set forth in the Software License Agreement from the date of Beneficial Use, or the date of the Deployment of all Deliverables. Beneficial Use cannot be extended if a delay, outside the control of the Contractor, renders the County unable to exercise Beneficial Use of the Deliverables. TO THE EXTENT, IF ANY, THAT THERE IS A SEPARATE LICENSE AGREEMENT PACKAGED WITH, OR PROVIDED ELECTRONICALLY WITH, A PARTICULAR PRODUCT THAT BECOMES EFFECTIVE ON AN ACT OF ACCEPTANCE BY THE END USER, THEN THAT AGREEMENT SUPERCEDES THE SOFTWARE LICENSE AGREEMENT AS TO THE END USER OF EACH SUCH PRODUCT.
- 6.15. **Exclusions to Equipment and Software Warranties.** The warranties set forth in 6.13 and 6.14 do not apply to: (i) defects or damage resulting from: use of the Deliverables in other than their normal, customary, and authorized manner; accident, liquids, neglect, or acts of God; testing, maintenance, disassembly, repair, installation, alteration, modification, or adjustment not provided or authorized in writing by Contractor; County's failure to comply with all applicable industry and OSHA standards; (ii) Deliverables that have had the serial number removed or made illegible; (iii) batteries (because they carry their own separate limited warranty) or consumables; (iv) freight costs to ship Deliverables to the repair depot; (v) scratches or other cosmetic damage to Deliverable surfaces that does not affect the operation of the Deliverables; and (vi) normal or customary wear and tear.
- 6.16. **Service Warranty.** During the Warranty Period, Contractor warrants that the services will be provided in a good and workman like manner and will conform in all material respects to the applicable statement of work contained in Exhibit II. Services will be free of defects in materials and workmanship for a period of ninety (90) days from the date the performance of the services are completed.

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- 6.17. **Warranty Claims.** To assert a warranty claim, the County must notify Contractor in writing of the claim within thirty (30) Days of the expiration of the Warranty Period. Upon receipt of this notice, Contractor will investigate the warranty claim. If this investigation confirms a valid Equipment or Software warranty claim, Contractor will (at its option and at no additional charge to County) repair the defective Equipment or Contractor Software, replace it with the same or equivalent product, or refund the price of the defective Equipment or Contractor Software. These actions will be the full extent of Contractor's liability for the warranty claim. In the event of a valid Services warranty claim, County's sole remedy is to require Contractor to re-perform the non-conforming service or to refund, on a pro-rata basis, the fees paid for the non-conforming service. Repaired or replaced product is warranted for the balance of the original applicable Warranty Period. All replaced products or parts will become the property of Contractor. Costs for shipping of replacement Equipment during Warranty Period shall be paid by Contractor.
- 6.18. **Original End User is Covered.** These express limited warranties are extended by Contractor to the County and are not assignable or transferable.
- 6.19. **DISCLAIMER OF OTHER WARRANTIES.** THESE WARRANTIES ARE THE COMPLETE WARRANTIES FOR THE DELIVERABLES AND CONTRACTOR SOFTWARE PROVIDED UNDER THIS AGREEMENT AND ARE GIVEN IN LIEU OF ALL OTHER WARRANTIES. CONTRACTOR DISCLAIMS ALL OTHER WARRANTIES OR CONDITIONS, EXPRESS OR IMPLIED, INCLUDING THE IMPLIED WARRANTIES OF MERCHANTABILITY, NON-INFRINGEMENT, AND FITNESS FOR A PARTICULAR PURPOSE.
- 6.20. **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, but not also held by the County, then, upon timely request by the County to Contractor, Contractor shall provide County Data to the County, in a format directed by the County, within the time frame required by law.

§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 acts or omissions of Contractor or Contractor's Employees while performing their duties under this Contract. Such indemnification obligation only exists if County gives Contractor written notice, within ten (10) Business Days of written receipt of a Claim and cooperates with Contractor in its defense or settlement of the Claim. 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. 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

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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 against the County for indemnification.

7.3. **Patent and Copyright Infringement.**

7.3.1. Contractor will defend at its expense any suit brought against the County to the extent it is based on a third-party claim alleging that the Deliverables manufactured by Contractor or the Contractor Software ("Contractor Product") directly infringes a patent or copyright ("Infringement Claim"). Contractor's duties to defend and indemnify are conditioned upon: County promptly notifying Contractor in writing of the Infringement Claim; Contractor having sole control of the defense of the suit and all negotiations for its settlement or compromise; and County providing to Contractor cooperation and, if requested by Contractor, reasonable assistance in the defense of the Infringement Claim. In addition to Contractor's obligation to defend, and subject to the same conditions, Contractor will pay all damages finally awarded against the County by a court of competent jurisdiction for an Infringement Claim or agreed to, in writing, by Contractor in settlement of an Infringement Claim.

7.3.2. If an Infringement Claim occurs, or in Contractor's opinion is likely to occur, Contractor may at its option and expense: (a) procure for the County the right to continue using the Contractor Product; (b) replace or modify the Contractor Product so that it becomes non-infringing while providing functionally equivalent performance; or (c) accept the return of the Contractor Product and grant the County a credit for the Contractor Product, less a reasonable charge for depreciation. The depreciation amount will be calculated based upon generally accepted accounting standards.

7.3.3. Contractor will have no duty to defend or indemnify for any Infringement Claim that is based upon: (a) the combination of the Contractor Product with any software, apparatus or device not furnished by Contractor; (b) the use of ancillary equipment or software not furnished by Contractor and that is attached to or used in connection with the Contractor Product; (c) Contractor Product designed or manufactured in accordance with the County's designs, specifications, guidelines or instructions, if the alleged infringement would not have occurred without such designs, specifications, guidelines or instructions; (d) a modification of the Contractor Product by a party other than Contractor; (e) use of the Contractor Product in a manner for which the Contractor Product was not designed or that is inconsistent with the terms of this Agreement; or (f) the failure by the County to install an enhancement release to the Contractor Software that is intended to correct the claimed infringement. In no event will Contractor's liability resulting from its indemnity obligation to the County extend in any way to royalties payable on a per use basis or the County's revenues, or any royalty basis other than a reasonable royalty based upon revenue derived by Contractor from the County from sales or license of the infringing Contractor Product.

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- 7.3.4. This Section 7.3 provides the County's sole and exclusive remedies and Contractor's entire liability in the event of an Infringement Claim. The County has no right to recover and Contractor has no obligation to provide any other or further remedies, whether under another provision of this Agreement or any other legal theory or principle, in connection with an Infringement Claim.
- 7.4. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Five Million Dollars (\$5,000,000). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.
- §8. **CONTRACTOR PROVIDED INSURANCE.** At all times during this Contract, Contractor shall obtain and maintain insurance according to the specifications listed in Exhibit I.
- §9. **INTELLECTUAL PROPERTY AND CONFIDENTIALITY**
- 9.1. **Contractor Use of Confidential Information/County Data.** This Section 9.1 is subject to the Michigan Freedom of Information Act (§ 15.231 et seq.). Each party is a disclosing party ("Discloser") and a receiving party ("Recipient") under this Contract. During the term of this Contract and for a period of three (3) years from the expiration or termination of this Contract, Recipient will (i) not disclose Confidential Information to any third party; (ii) restrict disclosure of Confidential Information to only those employees (including, but not limited to, employees of any wholly owned subsidiary, a parent company, any other wholly owned subsidiaries of the same parent company), agents or consultants who must be directly involved with the Confidential Information for the purpose of this Contract; (iii) not copy, reproduce, reverse engineer, de-compile or disassemble any Confidential Information; (iv) use the same degree of care as for its own information of like importance, but at least use reasonable care, in safeguarding against disclosure of Confidential Information; (v) promptly notify Discloser upon discovery of any unauthorized use or disclosure of the Confidential Information and take reasonable steps to regain possession of the Confidential Information and prevent further unauthorized actions or other breach of this Contract; and (vi) only use the Confidential Information as needed to fulfill this Contract.

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Recipient is not obligated to maintain as confidential, Confidential Information that Recipient can demonstrate by documentation (i) is now available or becomes available to the public without breach of this Contract; (ii) is explicitly approved for release by written authorization of Discloser; (iii) is lawfully obtained from a third party or parties without a duty of confidentiality; (iv) is known to the Recipient prior to such disclosure; or (v) is independently developed by Recipient without the use of any of Discloser's Confidential Information or any breach of this Contract.

All Confidential Information remains the property of the discloser and will not be copied or reproduced without the express written permission of the Discloser, except for copies that are absolutely necessary in order to fulfill this Contract. Within ten (10) days of receipt of Discloser's written request, Recipient will return all Confidential Information to Discloser along with all copies and portions thereof, or certify in writing that all such Confidential Information has been destroyed. However, Recipient may retain one (1) archival copy of the Confidential Information that it may use only in case of a dispute concerning this Contract. No license, express or implied, in the Confidential Information is granted other than to use the Confidential Information in the manner and to the extent authorized by this Contract. The Discloser warrants that it is authorized to disclose any Confidential Information it discloses pursuant to this Contract.

- 9.2. **Contractor Use of County Licensed Software.** In order for Contractor to perform this Contract, the County may permit Contractor or Contractor Employees to access certain Software licensed to the County. Contractor or Contractor Employees shall not transfer, remove, use, copy, or otherwise provide or make available any 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 copyrighted 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. County is solely responsible for obtaining the required consent and paying applicable fees of its licensors to allow Contractor or its Employees access such software.
- 9.3. **Assignment of Rights.** Each party owns and retains all of its proprietary rights that exist on the Effective Date. Contractor owns and retains all proprietary rights that are developed, originated, or prepared in connection with providing the Deliverables or services to County, and this Contract does not grant to County any shared development rights. At Contractor's request and expense, County will execute all papers and provide reasonable assistance to Contractor to enable Contractor to establish the proprietary rights. Unless otherwise explicitly stated herein, this Contract does not restrict a party concerning its own proprietary rights and is not a grant (either directly or by implication, estoppel, or otherwise) of a party's proprietary rights to the other party.

County acknowledges that Contractor may use and/or provide County with access to proprietary materials and derivative proprietary materials. The proprietary materials and

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the derivative proprietary materials are the sole and exclusive property of Contractor and Contractor retains all right, title and interest in and to the proprietary materials and derivative proprietary materials.

- 9.4. **Use of County Data.** If Contractor uses or possesses County Data in the performance of this Contract, then the following provisions contained in this subsection apply:
- 9.4.1. **Implementation of Security Measures.** Contractor shall implement and maintain appropriate administrative, technical, and organizational security measures to safeguard against unauthorized access, disclosure, or theft of County Data. Such measures shall be in accordance with security industry best practice and not less stringent than the measures Contractor applies to its own confidential data of similar kind. Contractor warrants it follows security industry best practices.
- 9.4.2. **Unauthorized Access/Disclosure or Theft of County Data.** Contractor shall promptly notify County in the event of unauthorized access, disclosure, or theft of County Data. Contractor shall take commercially reasonable measures to address a security breach in a timely manner to secure County Data.
- 9.4.3. **Storage of County Data.** Contractor shall only store and process County Data at and from data centers located within the United States. Contractor shall not and shall not permit Contractor Employees to store County Data on portable devices, including personal computers, except for devices that are used and kept only at its U.S. data centers. Contractor shall permit its Contractor Employees to access County Data remotely only as required to provide technical support.
- 9.4.4. **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.

§10. GENERAL TERMS AND CONDITIONS

- 10.1. **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 of Facilities Management or successor, Contractor may only access and use County property and facilities for performance of this Contract on Business Days.
- 10.2. **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 or successor.
- 10.3. **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, and healthful condition and shall keep the property and facilities in a manner that will not prevent or

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interfere with the County's performance of its functions. Contractor disclaims any and all responsibility for the actions or omissions of third parties.

- 10.4. **Removal of Contractor 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, except for authorized alterations or damage and rubbish caused by third parties. Contractor shall remove all of its personal property within thirty (30) Days of expiration or termination of this Contract. Unless otherwise agreed, if Contractor does not remove its personal property within the thirty (30) Day period, then the County shall dispose of it and bill Contractor for any costs associated with the removal and disposal.
- 10.5. **Damage to County Property or Facilities.** Contractor shall be responsible for tangible property damage to any County property or a facility that is caused directly or indirectly from the acts or omissions of Contractor or Contractor Employees while performing its responsibilities. 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 and verifiable costs associated with repairing and/or replacing the damaged property or facilities.
- 10.6. **Damage to Contractor Property.** Contractor shall be solely liable and responsible for any property loss or damage resulting from fire, theft, or other means to Contractor's personal property located, kept, or stored on or at County property or facilities during performance of this Contract.
- 10.7. **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 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.
- 10.8. **Discrimination.** Contractor shall not discriminate against any employee or applicant for employment in violation of state or federal law.
- 10.9. **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 identify any Contractor Employee or relative of Contractor's Employees who are presently employed by the County. Contractor shall give the County notice if there are any County Agents or relatives of County Agents who are presently employed by Contractor.
- 10.10. **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.

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Upon request, Contractor shall provide the County with reasonable access to only those books and records directly pertinent to the Contract. Under no circumstance will Contractor be required to disclose any Contractor Employee personally identifiable information or information related to Contractor's costs in providing the Deliverables, and information used to establish County's pricing.

- 10.11. **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 directly pertinent records and data and to interview any Contractor Employee working on the Contract during the term of this Contract and for a period of three years after final payment. County acknowledges and will ensure that any independent auditor acknowledges that during the course of the audit, Confidential Information and other Proprietary Information of the Contractor or Contractor Employees that is not directly pertinent to this Contract may be exposed. County agrees and will require independent auditor to agree not to consider or disclose such information. 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.
- 10.12. **Assignments/Delegations/Subcontracts.**
- 10.12.1. **Prior Written Consent Required.** Except by operation of law, 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 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. The County may reasonably 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.
- 10.12.2. **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 terms and conditions of this Contract to the extent applicable to the subcontracted duties. The assignment, delegation, or subcontract shall in no way diminish or impair performance of any term or condition of this Contract.
- 10.12.3. **Contractor Responsibility for Subcontractors.** If Contractor 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 subcontractors.

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- 10.12.4. **Performance Required.** If a 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 subcontractor shall be the sole responsibility of Contractor.
- 10.13. **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 provided in this Contract, this Contract shall not be construed to guarantee Contractor or any Contractor Employee any fixed or certain number of Deliverables.
- 10.14. **No Third-Party Beneficiaries.** Except as 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.
- 10.14.1. **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.** Contractor Provided Insurance, **Section 9.** Intellectual Property and Confidentiality, and **Section 10.** General Terms and Conditions.
- 10.15. **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.
- 10.16. **Compliance with Laws.** Both parties shall comply with all applicable federal, state, and local laws, statutes, ordinances, regulations, insurance policy requirements, and requirements applicable to its activities under this Contract. Both parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to the operation of the 911 system. Each party disclaims any and all liability for such compliance obligations of the other party.
- 10.17. **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) natural disasters; (g) strikes, lockouts, work stoppages, or other labor difficulties; (h) compliance with law; or (i) an act of a governmental entity. Reasonable notice shall be given, but in no event later than thirty (30) days, to the affected Party of such event.

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10.18. **Notices.**

10.18.1. **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 receipt of confirmation, if sent by e-mail or fax.

10.18.2. **Notice to Contractor.** Unless otherwise specified, Notice to Contractor shall be addressed to the Contract Administrator listed on the first page of this Contract.

10.18.3. **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.

10.19. **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.

10.20. **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.

10.21. **Cumulative Remedies.** Except as otherwise specified, 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.

10.22. **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.

10.23. **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.

10.24. **Governing Laws/Consent to Jurisdiction and Venue.** This Contract shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim 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

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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 in the courts 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.

- 10.25. **Entire Contract.** This Contract, including Exhibits, 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. 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. This Contract may be executed in multiple counterparts, each of which shall be an original and all of which shall constitute one and the same instrument. A facsimile copy or computer image, such as a PDF or tiff image, or a signature shall be treated as and shall have the same effect as an original signature. In addition, a true and correct facsimile copy or computer image of this Contract shall be treated as and shall have the same effect as an original signed copy of this document.

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EXHIBIT I INSURANCE REQUIREMENTS

During this Contract, the Contractor shall provide and maintain, at their own 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.

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) Independent Contractors; (f) 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 each accident, \$500,000 disease each employee, and \$500,000 disease policy limit.

1. ☒ Fully Insured or State approved self-insurer.
2. ☐ Sole Proprietors must submit a signed Sole Proprietor form.
3. ☐ Exempt entities, Partnerships, LLC, etc., must submit a State of Michigan form WC-337 Certificate of Exemption.

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.

Supplemental Coverages – As Needed

1. ☒ **Professional Liability/Errors & Omissions Insurance, including Cyber Liability** (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. ☒ **Commercial Property Insurance.** The Contractor shall be responsible for obtaining and maintaining insurance covering their equipment and personal property against all physical damage.

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The aforementioned insurance shall be endorsed, as applicable, and shall contain the following terms, conditions, and/or endorsements. 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 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 premiums and deductibles. The workers' compensation policy 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. Contractors 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 shall be endorsed to include the County of Oakland and its officers, directors, employees, appointees and commissioners as additional insured where permitted by law and policy form;
6. 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 similar to those required in this Contract;
7. Certificates of insurance must be provided after the County's and Contractor's execution of the Contract and must bear evidence of all required terms, conditions and endorsements; and
8. All insurance carriers must be licensed and approved to do business in the State of Michigan and shall have and maintain a minimum A.M. Best's rating of A- unless otherwise approved by the County Risk Management Department.

Revised September 29, 2014

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EXHIBIT II

SCOPE OF CONTRACTOR DELIVERABLES AND RESPECTIVE OBLIGATIONS OF THE PARTIES

OVERVIEW

The purpose of this Statement of Work (SOW) is to clarify the responsibilities of CONTRACTOR and the COUNTY regarding the scope of work, responsibilities, product and service deliverables for the delivery of a Hosted Next Generation and State-of-the-Art NG 9-1-1 Call Handling system.

Summary

In an effort to improve call taker work-flow, processing speed, overall efficiency / lifespan and generally improve public safety with Next Generation technologies, the COUNTY desires to deploy a Hosted, Next Generation and state-of-the-art NG9-1-1 Call Handling System ("System"). The System includes, but is not limited to;

- Geo-Diverse and Redundant NG9-1-1 Hosted CallStation with Mapping Call Handling solution for the twenty-two (22) PSAP locations with a total of ninety-one and a half (91.5) call taking positions.
- Ability to connect to a NENA i3 compliant, customer provided ESINet and IP Network
- Installation of CONTRACTOR equipment in PFN / Customer provided Data Centers as directed. PFN to provide CONTRACTOR a full rack with power and prescribed network connectivity at each location
- SIP 9-1-1 call support with PIDF-LO and/or legacy ALI Query
- Serial Interfaces to CAD, Mapping, LTR, SMART 9-1-1 or other serial interfaces
- Call management and reporting services
- Support for ATIS standard Text to 911 services via the SIP/MSRP protocol
- Countywide data collection and reporting services on all 9-1-1 transactions
- System and component level monitoring, alarming, diagnostics and reporting services
- Basic GIS handling and loading services to support updates to the hosted Mapping capabilities in Call Handling, as mutually agreed upon by CONTRACTOR and the COUNTY.
- All-inclusive software support, updates and upgrades for the contract term. No surprise charges
- 24/7/365 Help desk, trouble ticketing and customer support services
- Installation, testing, training, maintenance and on-site support services by CONTRACTOR and Motorola Solutions Incorporated (MSI)
- Dedicated On-Site Technician employed by MSI for the first year of service
- Project management services for the planning, design, testing, installation and operation of the systems for contract term

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CONTRACTOR will provide a turnkey, all-inclusive Geo-Diverse System with tightly integrated mapping capabilities (use optional) delivered over a PFN/Customer provided, managed and monitored IP transport network. CONTRACTOR will deploy the System into PFN (Peninsula Fiber Network, LLC, a provider of Telecommunications, Transport and Broadband Services) provided co-location rack space and connect to existing legacy CAMA and ALI services to get the PSAP's converted and on-line in a host-remote configuration. The COUNTY will provide the prioritized ranking of PSAPs for the initial transition. As the ESINet functional elements are ready, CONTRACTOR will assist PFN in the transition plan from Legacy Selective Routers and ALI service to a full i3 IP compliant call handling system. CONTRACTOR in cooperation with PFN, will co-locate two (2) High Availability Call Handling and Mapping platforms in Geographically Diverse locations as directed. The PFN engineered and provided routed IP transport network will be used to ingress, route, deliver, transfer calls and ANI/ALI to the identified Twenty-Two (22) PSAP's as requested. Ninety-One (91) Full CallStation positions and one (1) phone only SipStation Position will be deployed as required (see attached drawings). CONTRACTOR will only provide the hardware, software and services associated with the applicable System along with the COUNTY requested changes identified in this SOW, Exhibit V and Exhibit VI. The COUNTY also requested a price quotation to expand the system to accommodate One Hundred (100) additional concurrent users.

In addition, the System shall deliver a solution that:

- Is designed to industry standard(s) including the NENA i3 with on-going support and known total cost of ownership for the desired contract term.
- Pricing is set assuming enterprise wide participation of at least the Twenty-Two (22) PSAP's identified. More can easily be added as needed.
- Provides a redundant and highly available NG9-1-1 Call Handling platform that is designed to support core i3 functionality, both now and in the future.
- Is remotely monitored, secure, resilient, and engineered to be resistant to cyber-attack and penetration
- Provides the ability to monitor, manage and support the systems on a 24/7/365 basis
- Support Interim and i3 SIP/MSRP SMS Text-to-9-1-1 solutions.
- Provides increased fault tolerance, reliability, resiliency and disaster recovery through Redundant and Geo-Diverse host locations per PFN supplied data center co-location space.
- Provides clear demarcations of responsibility and accountability between the CONTRACTOR call handling, ESINet 9-1-1 call routing and IP network services via the PFN IP Network
- Provides Enterprise wide Real-Time Monitoring, Dashboard Reporting and MIS for the CONTRACTOR Call Handling application

General Assumptions and Conditions

The Pricing Detail (aka QEP Form) submitted to the COUNTY reflects the implementation of the Commercial-Off-The-Shelf (COTS) hardware (CONTRACTOR provided) as well as current

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CONTRACTOR software and other specified hardware. Modifications to standard product are provided ONLY in cases where explicit modification to COTS software / hardware is identified in the following Sections or the price list reflects specific cost for a specific function, otherwise this is not considered to be an obligation by CONTRACTOR to modify the standard deliverable software or hardware.

SYSTEM CAPABILITIES**System Capabilities Overview**

The System shall provide all of the features and capabilities necessary to receive, handle and track all types Emergency Calls including NG-911/i3, E911 (inc. Wireless Phase 1 and 2), basic 911, and 10-digit Emergency. The System shall provide comprehensive call control capabilities such as Answer, Mute, Hold, Conference, Transfer, Release, Flash, Redial/Recall, Speed Dial, Barge, Monitor and more. In addition to basic call handling capabilities, the System includes advanced capabilities such as Mapped ALI (GIS), Automated Call Distribution (ACD) and a Management Information System (MIS). All System features are available to all Users as standard features without additional charge.

Administrative Line Integration

CONTRACTOR includes tightly integrated Administrative capabilities that support a wide variety of interface types including SIP Trunking. The 911 answering position has complete access to Administrative lines including line appearances, separate ring groups and distinctive ringing for both Administrative calls as well as 7 digit emergency calls. This proposal includes the provision of a redundant SIP trunk interface to facilitate 9-1-1 callbacks, administrative out-dials, and potentially ten digit emergency and non-emergency inbound dialing. All call handling and control features detailed above apply to Administrative as well as Emergency calls; individual features are detailed in the RFP response.

Administrative lines and positions include additional functionality such as VoiceMail and AutoAttendant capabilities.

Automated Call Distribution (ACD)

The System shall provide Automatic Call Distribution (ACD) capabilities and associated statistical reporting as an integral part of the solution. The currently supported call distribution strategies are Round Robin and Longest Idle. Calls are presented to Call Takers using a Forced Answer or Ringing presentation. Multiple Queues membership allows the customer to define whatever combination of skills and capabilities for any particular group of users is necessary. The System supports an unlimited number of queues and groups. The System includes Ready/Not-Ready states with an automated timed Not-Ready state for Call Wrap-Up.

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Installation services will include primary System engineering and installation services for the System. CONTRACTOR's professionally trained and certified staff will assume the lead technical role for all matters under Contract. The System services include a dedicated project manager, the Project Manager will work in conjunction with the technicians to meet all such expectations and requirements. *Details may be found in the sections below.*

Project Management Services

CONTRACTOR is the primary point of contact for all facets of project management and coordination. The assigned CONTRACTOR Project Manager assumes the lead role and facilitates all aspects of project management, contingent upon having a primary contact with the COUNTY. Services include, but are not limited to: complete project scheduling; pooling and allocation of resources; issue tracking; escalation and resolution; overall project reporting; and acting as the primary single point of contact for CONTRACTOR. Additional Project Management Services include necessary site visits. *Details may be found in the sections below.*

Training Services

CONTRACTOR will provide training directly to System end users and administrators as accounted for in pricing Exhibits V and VI. These courses will be provided at times and locations mutually agreed upon by CONTRACTOR and the COUNTY.

All course prerequisites, if any, must be satisfied prior to attending each class. Classes must be scheduled in the following order: Administrator, Call Taker/Agent, and Supervisor. Students that have attended Administrator Training do not need to attend the Agent or Supervisor classes for the same product. The maximum number of students per class is eight (8). CONTRACTOR sets class durations. Changes to the training schedule must be communicated to CONTRACTOR at least 20 days prior to the start of the first class. Any schedule changes communicated less than 20 days prior to the start of the first class may impact the overall project schedule. Unless otherwise stated, one trainer will provide up to eight (8) hours of instruction per business day during normal business hours, unless otherwise scheduled and mutually agreed. Training facilities must meet reasonable space, power, furnishing and network accessibility needs of the CONTRACTOR training staff and should be in place no later than one (1) day prior to the start of the first scheduled class.

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CONTRACTOR will provide, install, configure, make operable, and test the Equipment and Software necessary to implement Remote Monitoring. With VPN access granted by the COUNTY, CONTRACTOR factory technicians will provide 24 hour remote monitoring of virtually all components of the system as a part of the overall support plan.

CONTRACTOR shall provide Remote Monitoring services 7 days a week, 24 hours a day for the System and/or Equipment monitored. General Equipment and System alerts, as well as specific System performance thresholds established during service plan implementation, will be continually monitored by CONTRACTOR. Anytime an alert is detected or the System performance/environment exceeds a threshold limit, Remote Monitoring is automatically notified by the System. A Support Engineer reviews all alert notifications. Where it is determined a response is required, the Support Engineer will begin the diagnostic process. The Support Engineer may employ performance monitoring and other diagnostic tools to enable the interrogation of the respective site's network, including routers, switches, workstations and servers.

On-Site Support Services

CONTRACTOR will provide a technician dedicated to the needs of the COUNTY and its system users. The technician will be employed by Motorola Solutions (MSI) with all typical employment costs borne by MSI. The technician will be on-site 40 hours per week for 50 weeks during the twelve-months starting with the commencement of the ATP of the System. The technician will be a qualified and factory trained resource to capable of providing at least first-tier technical support and on-site maintenance for the System. The technician will perform any duties related to the System, including but not limited to: user coaching, training, and configuration changes. The COUNTY shall provide facilities and services to the technician required to perform his/her duties. These facilities include conditioned and furnished office space, and utilities (including Internet access). Further, the COUNTY shall cooperate with the technician to provide all information and access required for the technician to complete his/her duties.

Operational Workflow Management Procedure

The Parties shall create a mutually agree to Operational Workflow Management Procedure ("Procedure"), in writing, thirty (30) Days prior to acceptance testing of the System. This Procedure shall set forth the process of how the Parties will approach and conduct security management, incident management, problem management, and change management for all matters related to the Contract.

This Procedure shall also designate a single point of contact, including phone number(s) and e-mail addresses for all matters related to the Procedure. The single point of contact shall be available 24/7/365. The Parties anticipate that this Procedure will need to be changed or modified during this Contract. This Procedure may be changed or modified in writing upon mutual agreement of the

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Parties. When changing this procedure, the Parties do not need to amend the Contract as required by Section 3 of the Contract. If there are any conflicts between the Procedure and the Contract, the Contract shall control.

RESPONSIBILITIES**CONTRACTOR Responsibilities**

The COUNTY has elected to purchase installation, training and support services from CONTRACTOR. To facilitate installation, training and support CONTRACTOR will perform the following tasks. Tasks include, but are not limited to, those listed below, as applicable to the System.

- Assign a Project Manager for the Project
- Conduct site visits and surveys of each site and list required remediations
- Complete System design in cooperation with the COUNTY
- Procure and stage the hardware as defined herein
- Coordinate installation and project time-lines and tasks
- Install all CONTRACTOR provided hardware including servers, racks, AIU's and networking equipment
- Provide network and software configuration parameters for non- CONTRACTOR provided, COUNTY owned workstations to access the CONTRACTOR reporting and administration tools.
- Stage and enter the system data elements needed to test and deploy the solution
- Provide and update the project schedule/plan with input from the COUNTY provided information related to the schedule as to on-site visits, installs, training and testing
- Inventory, immediately upon receipt, all material and components ordered
- Unpack, place, and install all hardware as required
- Install, correctly terminate, and successfully test all infrastructure cable, and other related communications cable necessary to properly install and operate the contracted system
- Provide for the installing and testing of all site-required cabling, including any additional cabling that may be required for training
- Provide requirements for power, space, network (routers/switches, IP addresses, cabling, LAN, WAN, bandwidth, broadband connectivity), telephony (CAMA, Admin lines), data (phone line info, ring-downs, phone soft-buttons, directories/direct links, TDD messages)
- Notify the COUNTY when there are issues (installation, training, coordination) which could potentially affect the schedule
- Provide purchased training and identify training facility requirements
- Provide and perform mutually agreeable Acceptance Test Plan
- Provide cut-over and 24 hour post cut support
- Provide Remote Monitoring
- Provide 5 years of telephone and product support, updates (in support of local technicians)
- Train, provide and support a CONTRACTOR on-site technician for one year
- Coordinate orders with the LEC based on a LOA from the COUNTY

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Responsibilities shall include, but are not limited to:

- Provide, on request, information, data, records and documents, and make such decisions in a prompt and timely manner as may be reasonably required by CONTRACTOR to perform under this Contract
- Use reasonable efforts to provide supporting information to aid in the solution of any problems discovered during installation, implementation or post installation phases of this project
- Provide appropriate schedule notification and facility availability for CONTRACTOR on-site services and training
- Notify and coordinate schedule changes with CONTRACTOR, which may require a Change Order or Amendment (and potentially additional charges) dependent upon the change
- Assume sole responsibility for the accuracy and completeness of COUNTY-supplied data
- Provide a dedicated 30 amp 110V power outlet for the facilities and appropriate grounding, or as determined by the site survey, for the proper operation of the emergency telephone and computer systems described herein
- Provide a routed IP network among all the PSAP and datacenter sites meeting the CONTRACTOR requirements for bandwidth and network quality as well as redundancy and failover as desired.
- Assume full responsibility for mutually approved base map file, including, but not limited to: X / Y coordinates, structure address, street centerlines, ESN boundaries, City boundaries; maintain this file and use it to update the System
- Updates to the base map file, performed by personnel designated, will be transferred to the system per CONTRACTOR instructions
- Provide the physical facilities reasonably required for the installation, testing, implementation, training and support of the System
- Provide a floor plan outlining where CONTRACTOR provided equipment is to be installed and position numbers for call taker, dispatch, and supervisor positions
- Ensure the operating environment is fully functional and meets CONTRACTOR minimum operating requirements
- Provide the applicable broadband service for the CONTRACTOR Virtual Private Network (VPN) for remote monitoring, support and troubleshooting connectivity
- Identify CAMA trunks, administrative lines and other PSTN connections in each PSAP at least 14 days prior to installation start date
- Identify two (2) ALI circuit connections in one or more PSAPs at least 14 days prior to installation start date
- Provide facility specific work and activity, including, but not limited to, construction, core drilling, grounding and any electrical or conduit needed to support the implementation
- Assist CONTRACTOR in securing any required security clearances, identification tags and other requirements for access to areas within the facility necessary for CONTRACTOR personnel to complete their project responsibilities under this agreement
- Provide connectivity to one or more network clocks.

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- Document and supply configuration information on the existing CPE
- Identify a System Administrator who will be responsible for the day-to-day operations of the system such as reports and configuration.
- Provide a direct point of contact at each PSAP and datacenter location
- Provide secure storage of and access to all Equipment prior to CONTRACTOR's arrival on site.
- If applicable, submit custom IP and computer naming conventions to CONTRACTOR at least 30 days prior to the scheduled Equipment ship date
- Assume responsibility for or contract with CONTRACTOR for the disposal of all equipment and cable being replaced by the System
- Assume responsibility for all material and services not specifically contracted through CONTRACTOR
- Anticipate and plan for configuration changes and/or fine-tuning to the various CONTRACTOR products installed once the system is placed and in use
- Assume responsibility for any COUNTY access via existing COUNTY networks to remotely accessible tools such as WebAccessory and AdminiStation.
- Provide facilities, utilities and cooperation to the on-site CONTRACTOR technician.
- Provide a Letter of Agency (LOA) to CONTRACTOR to enable direct interaction with the Local Exchange Carrier (LEC) on behalf of the COUNTY
- Contract for and maintain responsibility for any Administrative telephony services to include POTS, PRI and/or SIP Trunk services.
- Ensure all SIP Trunk services are delivered with a point of demarcation at either or both of the Datacenter locations.

This SOW does not include; historical database conversion, third-party software or hardware configuration, GIS data creation, merging or manipulation, or any other service not typically included in the standard CONTRACTOR turn-key staging and installation process.

PSAP Responsibilities

PSAPs shall provide facilities meeting the following requirements:

- Secure equipment room within the PSAP location
- 3ft x 4ft wall board space for a small wall-mount rack
- Dedicated 20 Amp/110 Volt electrical circuit and breaker
- Redundant electrical circuits for facilities with redundant network connections
- Relevant Trunk and Line demarcs within 25ft of equipment location
- Ground rod or plane within 15ft of equipment location
- HVAC to maintain temperature between 35F and 70F
- HVAC headroom to support a minimum 1700 Additional BTU/hr
- Accessible to CONTRACTOR Employees

NETWORK REQUIREMENTS

The COUNTY will contract with a third-party to provide to a network connecting the various PSAPs to the Geo-Diverse Data Centers. The network will need to meet the CONTRACTOR requirements, provided separately, for bandwidth and network quality. The provided network will need to include IP layer services including addressing and routing, to include edge routers. The routing solution will meet the failover and redundancy needs of the deployment.

Specifically, the network should provide both WAN side and LAN side redundancy protocols.

The network provider will need to supply redundant routers (where applicable) with separate copper IP Addressable Ethernet handoffs to be terminated into CONTRACTOR provided redundant Ethernet switches. The redundant router address will be provided by CONTRACTOR to all CONTRACTOR provided PSAP equipment as the default gateway. CONTRACTOR will employ Rapid Spanning Tree Protocol (rSTP) for Ethernet switch redundancy, as applicable.

To facilitate call audio quality, CONTRACTOR requires support for recognition and/or transmutation of CONTRACTOR's IP Differentiated Services (DiffServ) tags from the LAN to whatever QoS technology will be used in the WAN environment. If the WAN will not support any type of QoS, it will be advisable for the edge routers to implement a method of traffic shaping.

To accommodate the CONTRACTOR Centralized Configuration Management (CCM) system, CONTRACTOR requires DHCP forwarding (with Option 82) from the remote LANs to the CONTRACTOR CPE Host servers (unicast). The forwarding should be configured to support redundancy between the data centers.

TESTING and ACCEPTANCE

An Acceptance Test Plan (ATP) will be created by CONTRACTOR to accomplish the detailed testing of the functionality of the System components. The ATP shall describe the functional components to be tested to achieve System acceptance. Once all System components are installed and operational for this configuration, these procedures will be used to demonstrate the conformance of the hardware and applications to this SOW. The COUNTY will be responsible for execution of the ATP, with support from CONTRACTOR.

ATP Overview

A representative from CONTRACTOR and at least one COUNTY representative will perform each test within the ATP. Upon completion of each portion of the ATP, a COUNTY representative conducting the tests will sign and date each section, representing acceptance of that portion of the ATP. If any problems are detected during the execution of the ATP, a System deficiency hot list will be created to document all exceptions to the ATP based upon mutual agreement by the COUNTY and CONTRACTOR. The failure of one test will not require the entire ATP to be rerun. The interrelationship of a particular test to other features will determine the number of items to be re-

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tested under the purview of the ATP. In any event, the re-running of the ATP, or any portion of the ATP, will occur immediately after problem resolution. Upon a satisfactory correction of any and all hot list items, the COUNTY will grant "Final Test Acceptance Approval."

Hot List Resolution

Any and all identified System related deficiencies discovered during the execution of the ATP will be documented on a Punch List. Recording these items on a documented ATP acceptance form will allow the Project Managers to track any project related deficiencies and expedite a satisfactory resolution. The purpose of the System punch list is to identify and document mutually agreed- upon System deficiencies. Once the Punch List is mutually acceptable, the COUNTY will grant system acceptance using the Final System Acceptance Agreement form.

Project Closeout

Following system acceptance and completion of the Punch List Resolution, the project will be closed out. This will involve completion of all paperwork and payments.

ASSUMPTIONS

All tasks included in this SOW are estimated based on a typical level of effort for tasks of similar projects and are believed appropriate based upon the information provided by the COUNTY. During the initial project planning phase, each project task will be verified based on the estimated number of man-hours and associated task dependencies. Each of these tasks will be dependent on the appropriate resources being made available by the COUNTY. If additional hours are identified or required by the COUNTY in order to complete the project, the COUNTY Project Manager will send a request to the CONTRACTOR project manager in order to execute a Change Order or Amendment to the Contract.

Scheduling - Lead Times, Modifications, and Service Days/Hours

Services shall be provided according to staff availability and standard lead times, which average four to six weeks. Special requests shall be considered and accommodated where appropriate. Such requests include modifications to an existing schedule, less than typical lead-time for service, non-standard business days or hours of operation, and/or any other factor that may contribute to other-than-expected project-related costs. CONTRACTOR will use commercially reasonable efforts to minimize disruption to the COUNTY activities, including performing maintenance activities outside of normal business hours as resource availability allows.

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PRICING

Pricing for the Contract is listed in Exhibit V and/or Exhibit VI.

IMPLEMENTATION SCHEDULE

CONTRACTOR, in cooperation with the COUNTY, will develop a mutually acceptable implementation schedule that will be used to manage the project.

CONFIGURATION DIAGRAM

A configuration diagram of the System is provided as Attachment A and changes to this diagram will be coordinated with the COUNTY.



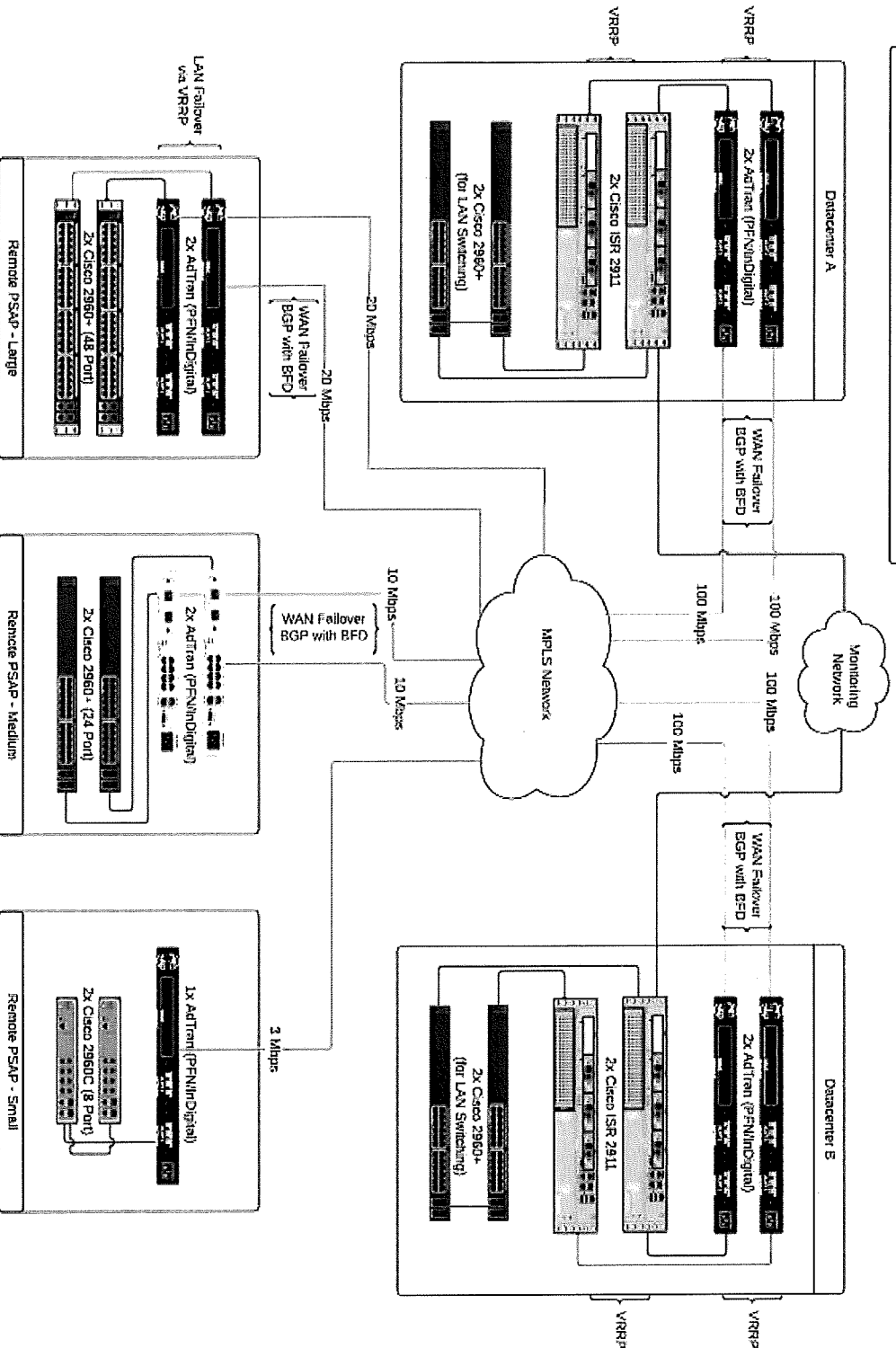
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Attachment A – Configuration Diagrams

MI-Oakland: Wide Area Network

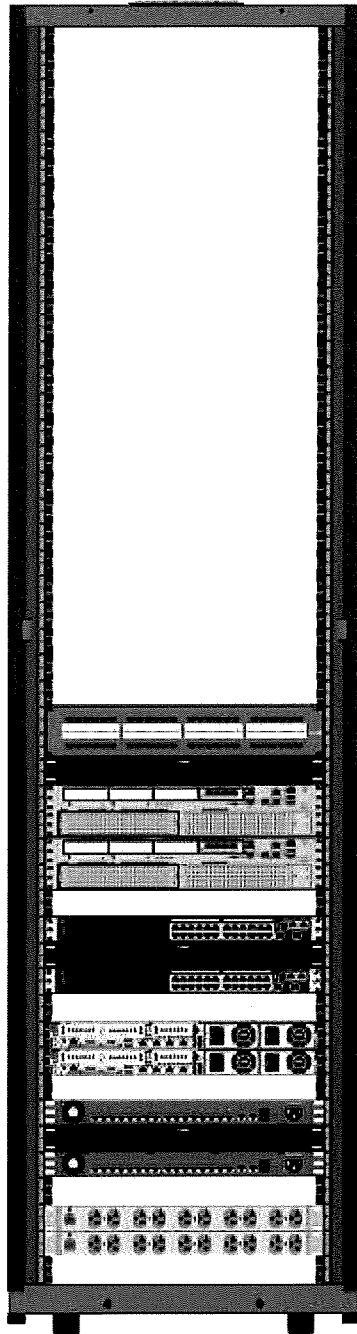


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MI-Oakland: Host Cabinet Elevation

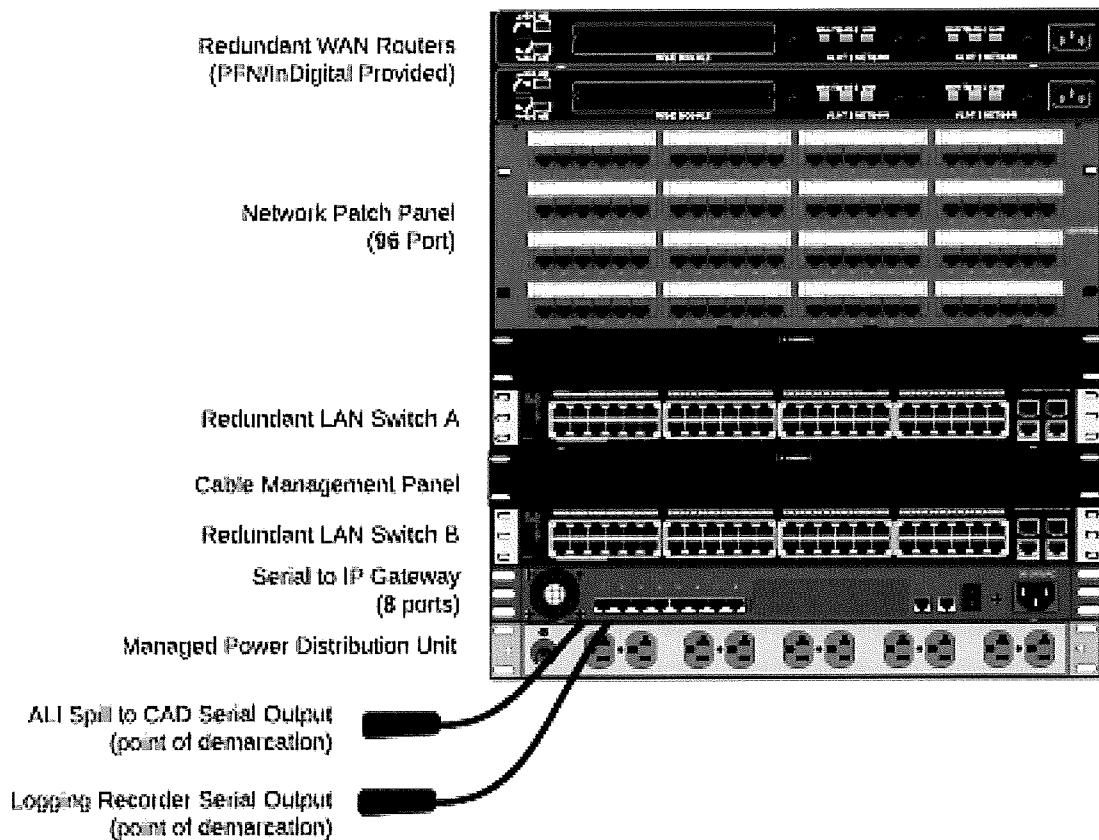
Hosted Call Handling



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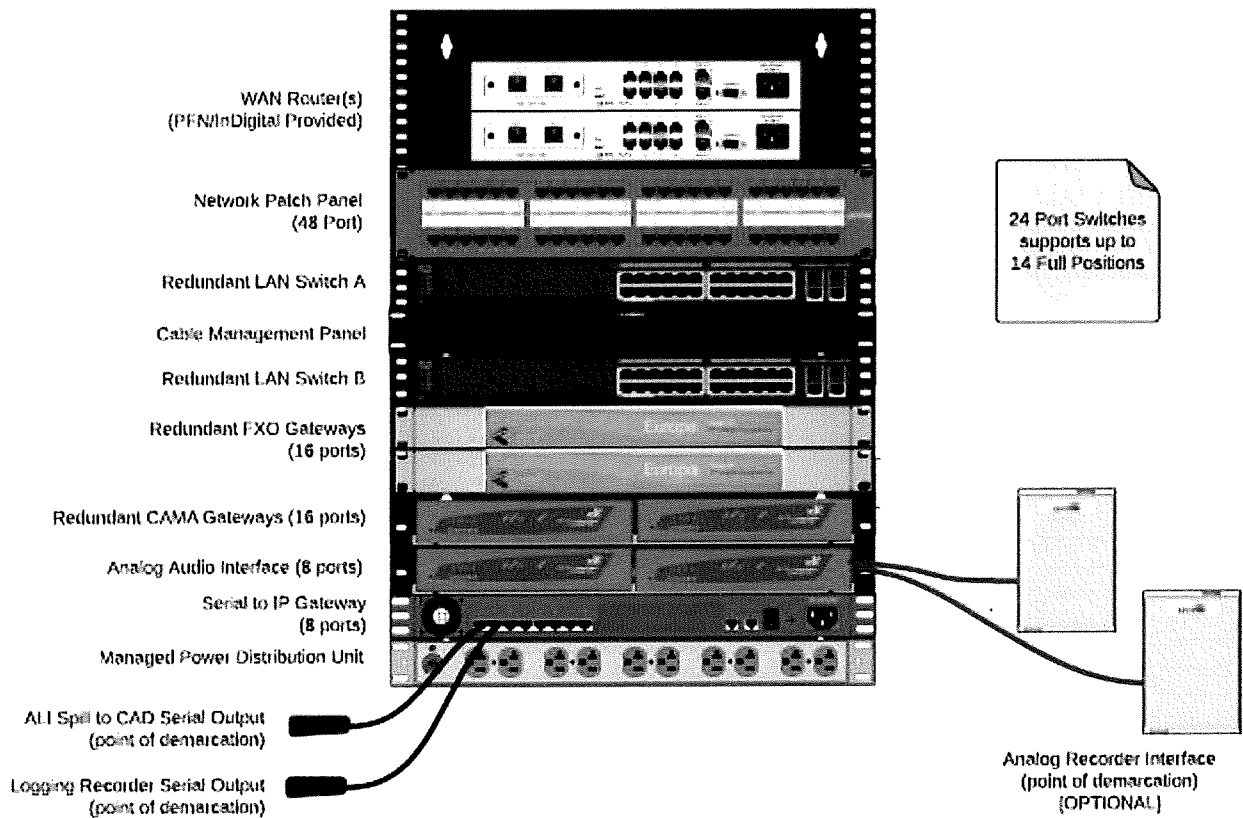
MI-Oakland: Remote PSAP - Large



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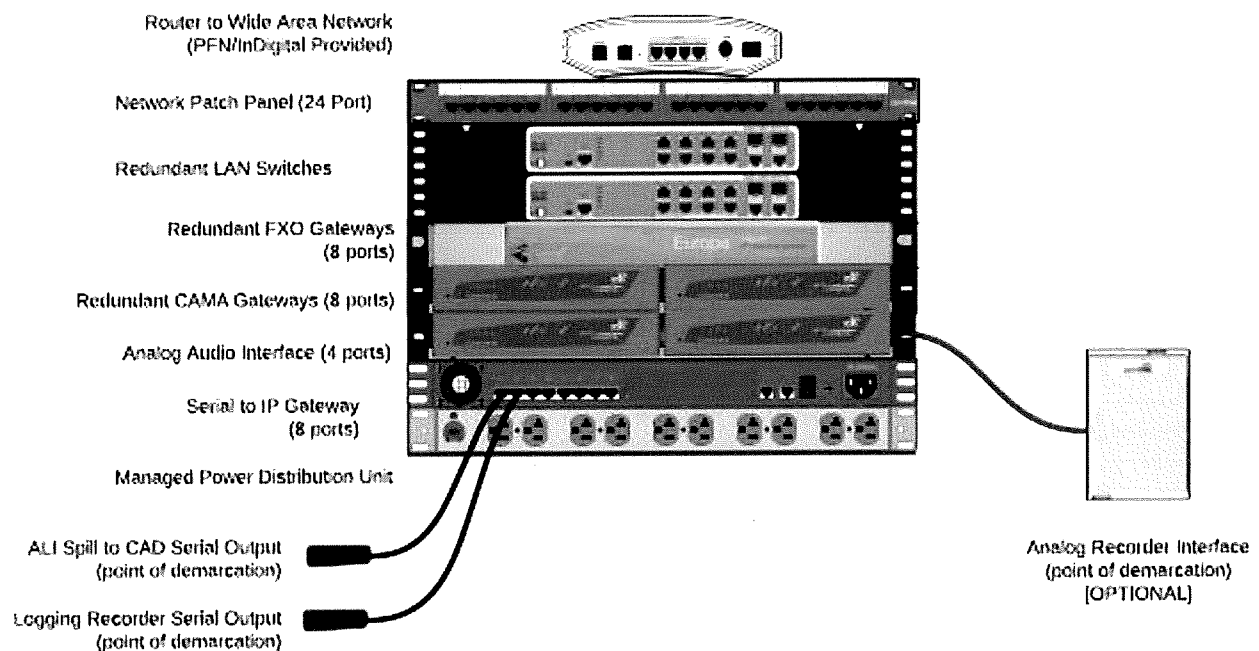
MI-Oakland: RemotePSAP - Medium - Medium



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Oakland County MI: Remote PSAP Backroom - Small



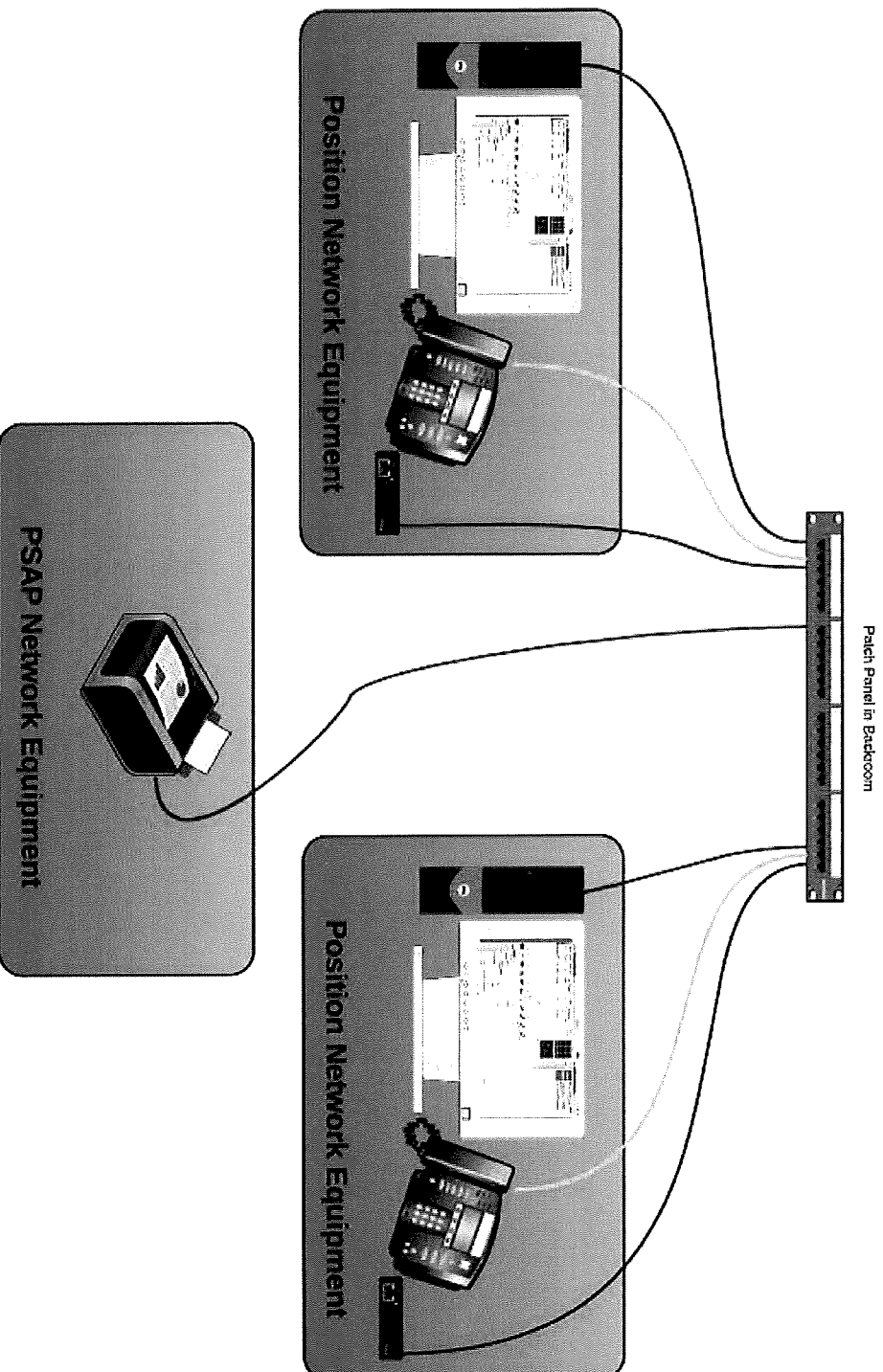


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Dispatch Area Local Area Network



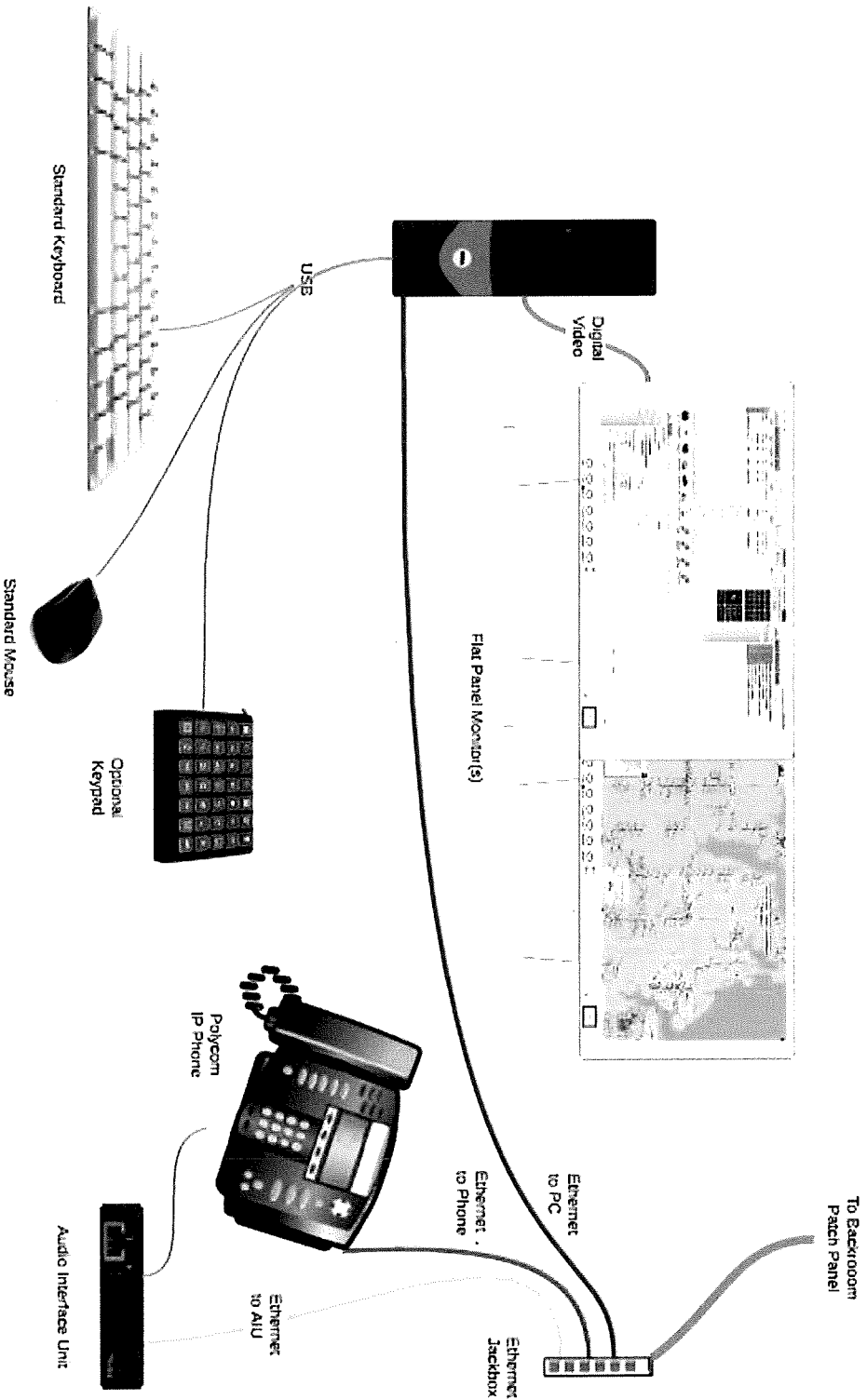


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Call Taking Workstation Detail



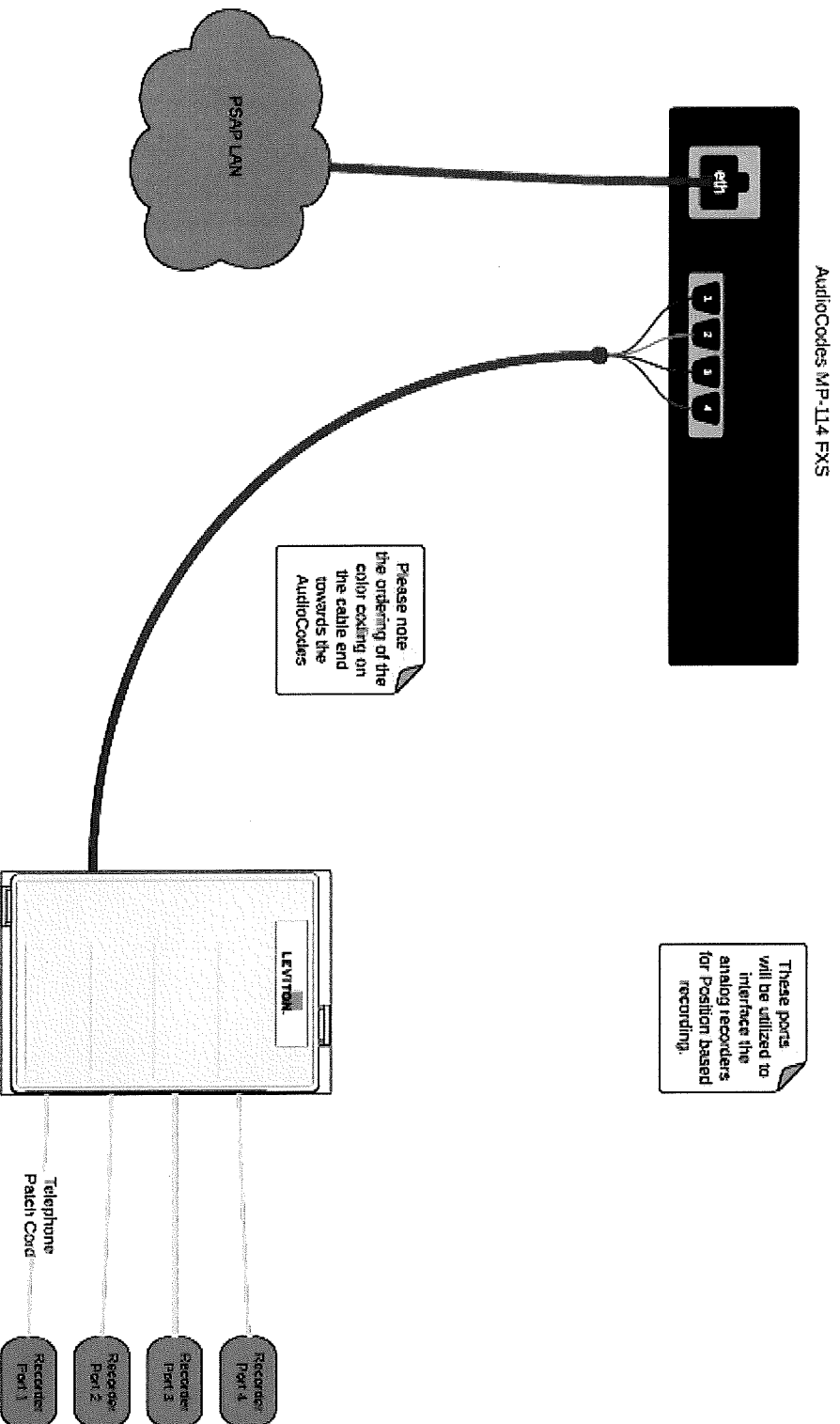


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Analog Position Audio Output



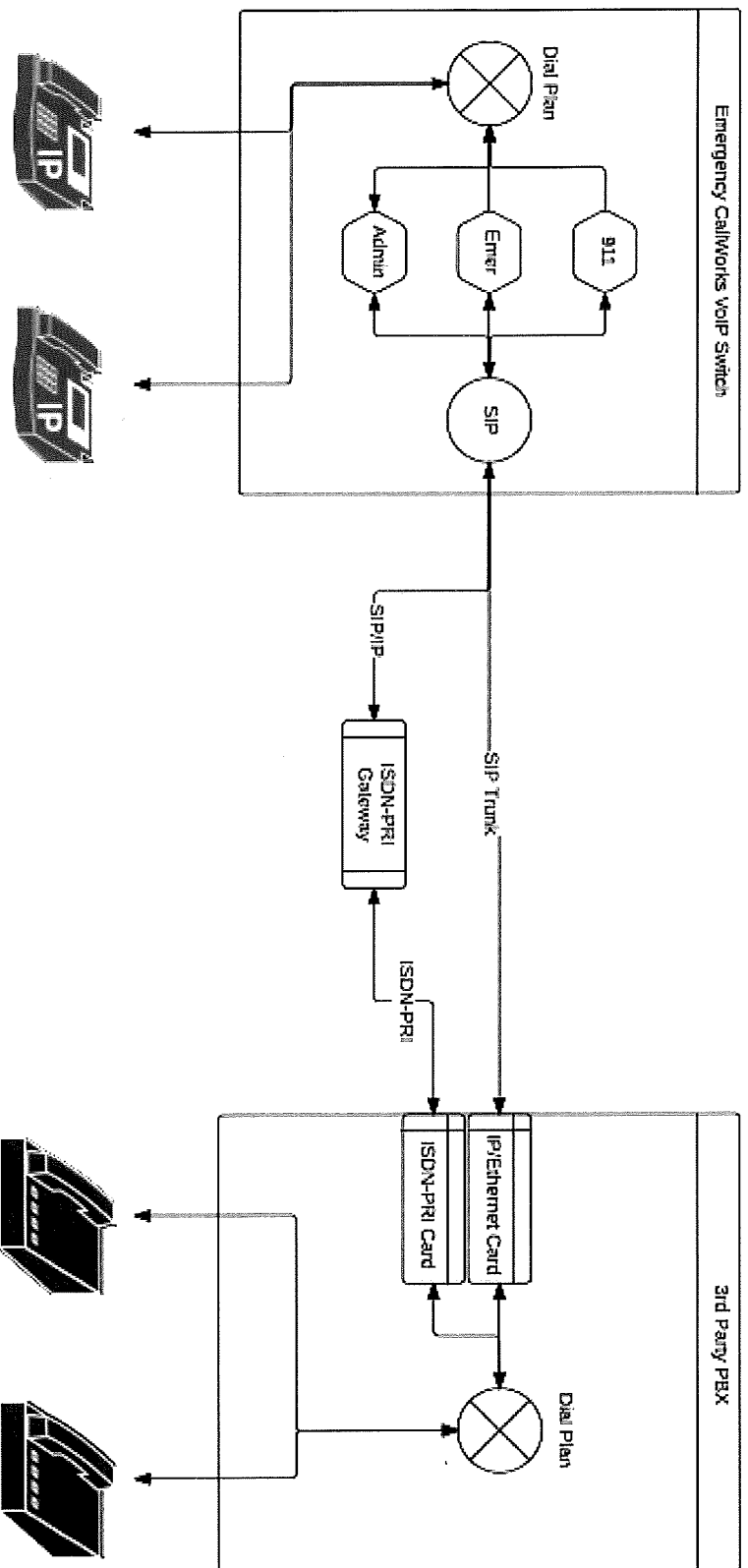


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ECW PBX Integration Options



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EXHIBIT III SOFTWARE LICENSE AGREEMENT

This Exhibit III Software License Agreement ("Agreement") is between Contractor and the County ("Licensee").

For good and valuable consideration, the parties agree as follows:

Section 1 DEFINITIONS

1.1 "Designated Products" means Deliverables provided by Contractor to Licensee with which or for which the Software and Documentation is licensed for use.

1.2 "Documentation" means product and software documentation that specifies technical and performance features and capabilities, and the user, operation and training manuals for the Software (including all physical or electronic media upon which such information is provided).

1.3 "Open Source Software" means software with either freely obtainable source code, license for modification, or permission for free distribution.

1.4 "Open Source Software License" means the terms or conditions under which the Open Source Software is licensed.

1.5 "Primary Agreement" means the agreement to which this exhibit is attached.

1.6 "Security Vulnerability" means a flaw or weakness in system security procedures, design, implementation, or internal controls that could be exercised (accidentally triggered or intentionally exploited) and result in a security breach such that data is compromised, manipulated or stolen or the system damaged.

1.7 "Software" (i) means proprietary software in object code format, and adaptations, translations, de-compilations, disassemblies, emulations, or derivative works of such software; (ii) means any modifications, enhancements, new versions and new releases of the software provided by Contractor; and (iii) may contain one or more items of software owned by a third party supplier. The term "Software" does not include any third party software provided under separate license or third party software not licensable under the terms of this Agreement.

Section 2 SCOPE

Contractor and Licensee enter into this Agreement in connection with Contractor's delivery of certain proprietary software or products containing embedded or pre-loaded proprietary software, or both. This Agreement contains the terms and conditions of the license Contractor is providing to Licensee, and Licensee's use of the software and documentation.

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248-858-0511 | purchasing@oakgov.com****Section 3 GRANT OF LICENSE**

3.1. Subject to the provisions of this Agreement and the payment of applicable license fees, Contractor grants to Licensee a personal, limited, non-transferable (except as permitted in Sections 4 and 7) and non-exclusive license under Contractor's copyrights and Confidential Information (as defined in the Primary Agreement) embodied in the Software to use the Software, in object code form, and use the Documentation solely in connection with Licensee's use of the Designated Products. This Agreement does not grant any rights to source code.

3.2. If the Software licensed under this Agreement contains or is derived from Open Source Software, the terms and conditions governing the use of such Open Source Software are in the Open Source Software Licenses of the copyright owner and not this Agreement. If there is a conflict between the terms and conditions of this Agreement and the terms and conditions of the Open Source Software Licenses governing Licensee's use of the Open Source Software, the terms and conditions of the license grant of the applicable Open Source Software Licenses will take precedence over the license grants in this Agreement. If requested by Licensee, Contractor will use commercially reasonable efforts to: (i) determine whether any Open Source Software is provided under this Agreement; and (ii) identify the Open Source Software and provide Licensee a copy of the applicable Open Source Software License (or specify where that license may be found).

Section 4 LIMITATIONS ON USE

4.1. Licensee may use the Software only for Licensee's internal business purposes and only in accordance with the Documentation. Notwithstanding any other provision in this Agreement to the contrary, Licensee may allow a third-party public agency or public safety agency, as defined in MCL 484.1102(cc) and (dd), who operate a primary public safety answering point or a secondary public safety answering point, as defined MCL 484.1102 (z) and (gg), to use the Software. Any other use of the Software is strictly prohibited. Without limiting the general nature of these restrictions, Licensee will not make the Software available for use by third parties on a "time sharing," "application service provider," or "service bureau" basis or for any other similar commercial rental or sharing arrangement.

4.2. Licensee will not, and will not allow or enable any third party to: (i) reverse engineer, disassemble, peel components, decompile, reprogram or otherwise reduce the Software or any portion to a human perceptible form or otherwise attempt to recreate the source code; (ii) modify, adapt, create derivative works of, or merge the Software; (iii) copy, reproduce, distribute, lend, or lease the Software or Documentation to any third party, grant any sublicense or other rights in the Software or Documentation to any third party, or take any action that would cause the Software or Documentation to be placed in the public domain; (iv) remove, or in any way alter or obscure, any copyright notice or other notice of Contractor's proprietary rights; (v) provide, copy, transmit, disclose, divulge or make the Software or Documentation available to, or permit the use of the Software by any third party or on any machine except as expressly authorized by this Agreement; or

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(vi) use, or permit the use of, the Software in a manner that would result in the production of a copy of the Software solely by activating a machine containing the Software. Licensee may make one copy of Software to be used solely for archival, back-up, or disaster recovery purposes; *provided that* Licensee may not operate that copy of the Software at the same time as the original Software is being operated. Licensee may make as many copies of the Documentation as it may reasonably require for the internal use of the Software.

4.3. Unless otherwise authorized by Contractor in writing, Licensee will not, and will not enable or allow any third party to: (i) install a licensed copy of the Software on more than one unit of a Designated Product; or (ii) copy onto or transfer Software installed in one unit of a Designated Product onto one other device. Licensee may temporarily transfer Software installed on a Designated Product to another device if the Designated Product is inoperable or malfunctioning, if Licensee provides written notice to Contractor of the temporary transfer and identifies the device on which the Software is transferred. Temporary transfer of the Software to another device must be discontinued when the original Designated Product is returned to operation and the Software must be removed from the other device. Licensee must provide prompt written notice to Contractor at the time temporary transfer is discontinued.

4.4. Licensee will maintain, during the term of this Agreement and for a period of two years thereafter, accurate records relating to this license grant to verify compliance with this Agreement. Subject to the Michigan Freedom of Information Act (§ 15.231 et seq.), Contractor or an independent third party ("Auditor") may inspect Licensee's premises, books and records, upon reasonable prior notice to Licensee, during Licensee's normal business hours and subject to Licensee's facility and security regulations. Contractor is responsible for the payment of all expenses and costs of the Auditor. Any information obtained by Contractor and the Auditor will be kept in strict confidence by Contractor and the Auditor and used solely for the purpose of verifying Licensee's compliance with the terms of this Agreement.

Section 5 OWNERSHIP AND TITLE

Contractor, its licensors, and its suppliers retain all of their proprietary rights in any form in and to the Software and Documentation, including, but not limited to, all rights in patents, patent applications, inventions, copyrights, trademarks, trade secrets, trade names, and other proprietary rights in or relating to the Software and Documentation (including any corrections, bug fixes, enhancements, updates, modifications, adaptations, translations, de-compilations, disassemblies, emulations to or derivative works from the Software or Documentation, whether made by Contractor or another party, or any improvements that result from Contractor's processes or, provision of information services). No rights are granted to Licensee under this Agreement by implication, estoppel or otherwise, except for those rights which are expressly granted to Licensee in this Agreement. All intellectual property developed, originated, or prepared by Contractor in connection with providing the Software, Designated Products, Documentation or related services, remains vested exclusively in Contractor, and Licensee will not have any shared development or other intellectual property rights.

Section 6 LIMITED WARRANTY; DISCLAIMER OF WARRANTY

6.1. Unless otherwise stated in the Primary Agreement, the commencement date and the term of the Software warranty will be a period of ninety (90) days from Contractor's shipment of the Software (the "Warranty Period"). If Licensee is not in breach of any of its obligations under this Agreement, Contractor warrants that the unmodified Software, when used properly and in accordance with the Documentation and this Agreement, will be free from a reproducible defect that eliminates the functionality or successful operation of a feature critical to the primary functionality or successful operation of the Software. Whether a defect occurs will be determined by Contractor solely with reference to the Documentation. Contractor does not warrant that Licensee's use of the Software or the Designated Products will be uninterrupted, error-free, completely free of Security Vulnerabilities, or that the Software or the Designated Products will meet Licensee's particular requirements. Contractor makes no representations or warranties with respect to any third party software included in the Software. Notwithstanding, any warranty provided by a copyright owner in its standard license terms will flow through to Licensee for third party software provided by Contractor.

6.2 Contractor's sole obligation to Licensee and Licensee's exclusive remedy under this warranty is to use reasonable efforts to remedy any material Software defect covered by this warranty. These efforts will involve either replacing the media or attempting to correct significant, demonstrable program or documentation errors or Security Vulnerabilities. If Contractor cannot correct the defect within a reasonable time, then at Contractor's option, Contractor will replace the defective Software with functionally-equivalent Software, license to Licensee substitute Software which will accomplish the same objective, or terminate the license and refund the Licensee's paid license fee.

6.3. Warranty claims are described in the Primary Agreement.

6.4. The express warranties set forth in this Section 6 are in lieu of, and Contractor disclaims, any and all other warranties (express or implied, oral or written) with respect to the Software or Documentation, including, without limitation, any and all implied warranties of condition, title, non-infringement, merchantability, or fitness for a particular purpose or use by Licensee (whether or not Contractor knows, has reason to know, has been advised, or is otherwise aware of any such purpose or use), whether arising by law, by reason of custom or usage of trade, or by course of dealing. In addition, Contractor disclaims any warranty to any person other than Licensee with respect to the Software or Documentation.

Section 7 TRANSFERS

Licensee will not transfer the Software or Documentation to any third party without Contractor's prior written consent. Contractor's consent may be withheld at its discretion and may be conditioned upon transferee paying all applicable license fees and agreeing to be bound by this Agreement.

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8.1 Licensee's right to use the Software and Documentation will begin on the Effective Date of the Primary Agreement and will continue for the life of the Deliverables with which or for which the Software and Documentation have been provided by Contractor, unless Licensee breaches this Agreement, in which case this Agreement and Licensee's right to use the Software and Documentation may be terminated immediately upon notice by Contractor.

8.2 Within thirty (30) days after termination of this Agreement, Licensee must certify in writing to Contractor that all copies of the Software have been removed or deleted from the Designated Products and that all copies of the Software and Documentation have been returned to Contractor or destroyed by Licensee and are no longer in use by Licensee.

8.3 Licensee acknowledges that Contractor made a considerable investment of resources in the development, marketing, and distribution of the Software and Documentation and that Licensee's breach of this Agreement will result in irreparable harm to Contractor for which monetary damages would be inadequate. If Licensee breaches this Agreement, Contractor may terminate this Agreement and be entitled to all available remedies at law or in equity (including immediate injunctive relief and repossession of all non-embedded Software and associated Documentation unless Licensee is a Federal agency of the United States Government).

Section 9 Intentionally Omitted**Section 10 CONFIDENTIALITY**

Licensee acknowledges that the Software and Documentation contain Contractor's valuable proprietary and Confidential Information and are Contractor's trade secrets, and that the provisions in the Primary Agreement concerning Confidential Information apply.

Section 11 LIMITATION OF LIABILITY

The Limitation of Liability provision is described in the Primary Agreement.

Section 12 NOTICES

Notices are described in the Primary Agreement.

Section 13 GENERAL

13.1. COPYRIGHT NOTICES. The existence of a copyright notice on the Software will not be construed as an admission or presumption of publication of the Software or public disclosure of any trade secrets associated with the Software.

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13.2. **COMPLIANCE WITH LAWS.** Licensee acknowledges that the Software is subject to the laws and regulations of the United States and Licensee will comply with all applicable laws and regulations, including export laws and regulations of the United States. Licensee will not, without the prior authorization of Contractor and the appropriate governmental authority of the United States, in any form export or re-export, sell or resell, ship or reship, or divert, through direct or indirect means, any item or technical data or direct or indirect products sold or otherwise furnished to any person within any territory for which the United States Government or any of its agencies at the time of the action, requires an export license or other governmental approval. Violation of this provision is a material breach of this Agreement.

13.3. **ASSIGNMENTS AND SUBCONTRACTING.** Contractor may assign its rights or subcontract its obligations under this Agreement, or encumber or sell its rights in any Software, without prior notice to or consent of Licensee.

13.4. **GOVERNING LAW.** This Agreement is governed by the laws of the United States to the extent that they apply and otherwise by the internal substantive laws of the State to which the Software is shipped if Licensee is a sovereign government entity, or the internal substantive laws of the State of Illinois if Licensee is not a sovereign government entity. The terms of the U.N. Convention on Contracts for the International Sale of Goods do not apply. In the event that the Uniform Computer Information Transaction Act, any version of this Act, or a substantially similar law (collectively "UCITA") becomes applicable to a party's performance under this Agreement, UCITA does not govern any aspect of this Agreement or any license granted under this Agreement, or any of the parties' rights or obligations under this Agreement. The governing law will be that in effect prior to the applicability of UCITA.

13.5. **THIRD PARTY BENEFICIARIES.** This Agreement is entered into solely for the benefit of Contractor and Licensee. No third party has the right to make any claim or assert any right under this Agreement, and no third party is deemed a beneficiary of this Agreement. Notwithstanding the foregoing, any licensor or supplier of third party software included in the Software will be a direct and intended third party beneficiary of this Agreement.

13.6. **SURVIVAL.** Sections 4, 5, 6.3, 7, 8, 9, 10, 11 and 13 survive the termination of this Agreement.

13.7. **ORDER OF PRECEDENCE.** In the event of inconsistencies between this Exhibit and the Primary Agreement, the parties agree that this Exhibit prevails, only with respect to the specific subject matter of this Exhibit, and not the Primary Agreement or any other exhibit as it applies to any other subject matter.

13.8. **SECURITY.** Contractor uses reasonable means in the design and writing of its own Software and the acquisition of third party Software to limit Security Vulnerabilities. While no software can be guaranteed to be free from Security Vulnerabilities, if a Security Vulnerability is discovered, Contractor will take the steps set forth in Section 6 of this Agreement.

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EXHIBIT IV MAINTENANCE AGREEMENT

This Maintenance Agreement (“Agreement”) is entered into by and between Emergency CallWorks, Inc., a Corporation (hereinafter referred to as “Contractor”) and the County of Oakland (“County”).

RECITALS

- A. CONTRACTOR is in the business of developing, manufacturing, marketing, selling, distributing and supporting certain Public Safety Answering Point (PSAP) and dispatch products, systems and technologies.
- B. COUNTY desires CONTRACTOR to provide comprehensive on-site service and maintenance support for CONTRACTOR products (such as CallStation, DispatchStation, etc.) purchased by COUNTY. Such maintenance support includes, among other things, routine maintenance and on-site field service from time to time, as set forth herein, and in Exhibit II.

Accordingly, the Parties agree as follows:

AGREEMENT

1. TERM AND TERMINATION

1.1 Term

The term of the Agreement shall be for five (5) years from the expiration of the Warranty Period as defined in the Contract. This Agreement may be automatically extended on a yearly basis provided neither Party takes action to terminate this Agreement.

1.2 Termination

Either party may terminate this Agreement immediately, in whole or in part, for default or breach. If the default or breach is reasonably capable of cure, the non-defaulting party shall give the other party written notice and sixty (60) days to cure. CONTRACTOR shall be entitled to payment due for services rendered prior to the date of termination, and the COUNTY shall be entitled to a pro-rata refund of any pre-paid amounts for services based on a percentage of the term remaining from Section 2.1 above.

2. FEES, PAYMENT AND TAXES

2.1 Payment of Fees

Fees for services under this Agreement are set forth in Exhibits II and V and incorporated herein by reference.

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2.2 **State and Local Taxes**

All charges for service exclude state and local taxes levied on or measured by the Agreement or the charges for the services furnished under this Agreement. Any such tax is the obligation of the COUNTY and shall, therefore, be paid by the COUNTY. The Parties agree that the COUNTY is a governmental entity and tax exempt in certain circumstances.

3. **CONDITIONS/RESPONSIBILITIES**

3.1 **COUNTY RESPONSIBILITIES**

COUNTY agrees to the following conditions and responsibilities:

- 3.1.A. The Equipment covered by this Agreement must be provided by CONTRACTOR and in good working condition at the time this Agreement becomes effective. The Equipment may, as deemed necessary by CONTRACTOR, be subject to inspection prior to the Effective Date of this Agreement.
- 3.1.B. Preparing and maintaining the site and environment in accordance with the manufacturer's current specifications.
- 3.1.C. Allowing CONTRACTOR full and free access to the hardware and/or software during applicable service hour coverage for performing service without requiring a waiver of liability, and allowing CONTRACTOR the necessary access to the System or Equipment to perform the service.
- 3.1.D. Maintaining and installing broadband service to be used by CONTRACTOR for Remote Monitoring and local service as required. Charges incurred for use of communication facilities or service is the responsibility of COUNTY whether incurred by COUNTY or CONTRACTOR service representatives while performing service.
- 3.1.E. Providing reasonable assistance, at no cost to CONTRACTOR, in the performance of service as requested by CONTRACTOR including, access to communications facilities and service, troubleshooting guidance on CONTRACTOR software and hardware, and the temporary use of suitable media (tapes, diskettes, disk packs, etc.) as required for problem diagnosis.
- 3.1.F. Providing service personnel with the necessary work and storage space. CONTRACTOR manufacturers' service documentation, diagnostic equipment or manuals and tools remain the property of CONTRACTOR and must be delivered to CONTRACTOR upon request.

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3.1.G. Retaining the overall performance and operational responsibility for the system.

3.2 **CONTRACTOR RESPONSIBILITIES/SERVICES**

CONTRACTOR agrees to the following responsibilities/services:

3.2.A **24 x 7 On-Site Service**

CONTRACTOR shall provide 24/7/365 Support, repair, and maintenance for the Equipment and Software with a four (4) hour on-site response time with labor expenses outlined in Schedule A and parts expenses covered by manufacturer's warranty.

3.2.B **Technician Certification Requirements**

All CONTRACTOR Employees providing services under this Agreement or responding to COUNTY'S request for service shall have a Factory Maintenance Certification for the Equipment being maintained, repaired, or serviced.

3.2.C **Software and CONTRACTOR Data**

CONTRACTOR is responsible for all Software and COUNTY data and shall implement appropriate safeguards for protection of such. CONTRACTOR shall provide on site support for the CONTRACTOR supplied Equipment and Software supplied to the locations specified in Exhibit V and CONTRACTOR approved third party software for the locations. This includes but is not limited to replacing/repairing hardware components, and loading, configuring, and troubleshooting Windows Operating System(s) at workstations, and other installed CONTRACTOR products among other tasks that may be necessary to maintain optimal system performance. CONTRACTOR is responsible for having remote support available at all times and for providing adequate guidance to on site CONTRACTOR technicians.

3.2.D Quarterly preventative maintenance and health checks for the Equipment and Software, scheduled with COUNTY as required.

3.2.E 7x24x365 Remote System Monitoring via COUNTY provided network access.

3.2.F Service and or repair of CONTRACTOR supplied hardware and interfaces. If hardware needs repair or replacement and is out of warranty, additional charges may apply.

3.2.G CONTRACTOR is responsible to respond on site, if diagnostic efforts dictate, within four hours (4) from receipt of call from COUNTY authorized

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representative. COUNTY shall contact CONTRACTOR 7x24x365, at the following number: 855.329.1911, option 3.

- 3.2.H After being dispatched by CONTRACTOR, factory technicians will notify the CONTRACTOR Technical Support representative when he arrives and just prior to leaving the site.
- 3.2.I Maintaining the necessary backup and security of the Software and any data used with the hardware.
- 3.2.J CONTRACTOR shall perform requested updates, service checks and repairs on all hardware and software components provided and installed by CONTRACTOR, including but not limited to: software updates, patches, hot fixes, antivirus, workstation computers, monitors, AIU's, VoIP Telephones, ancillary supporting equipment, routers, UPS, switches, interfaces and other such equipment as directed by CONTRACTOR technical support.
- 3.2.K CONTRACTOR shall submit a written report to COUNTY regarding the services provided during each site visit. The report shall minimally include the date, time, problem reported, technician's findings, resolution, actual time on site, and disposition. The report shall be submitted within five (5) working days of the site visit.

3.3 **CRITICAL SPARE PARTS**

CONTRACTOR shall be responsible for managing the process of stocking and re-stocking critical spare parts during the term of this Agreement at a mutually agreed upon storage site provided by the COUNTY. The COUNTY shall be responsible for the storage of critical spare parts and any storage costs. The COUNTY shall be responsible for the cost of CONTRACTOR'S acquisition of an initial inventory of critical spare parts. CONTRACTOR shall be responsible for the cost of restocking critical spare parts. Standard warranty parts will be available within two (2) business days.

3.4 **SERVICES NOT INCLUDED**

The following services are not included under this Agreement:

- 3.4.A Electrical work involving primary or secondary power sources external to the hardware, or maintenance of accessories, or other devices not furnished by CONTRACTOR.
- 3.4.B Service and/or costs connected with relocation or shipment to a new location (including packing or unpacking) of the hardware, or service which is, as determined by CONTRACTOR unsafe or impractical for CONTRACTOR to

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render because of alterations or modifications to the hardware or connections whether by mechanical or electrical means, to machines or to devices which were not present or connected on the date this contract became effective, including without limitations telecommunications or network equipment.

- 3.4.C Service in an unsafe or hazardous environment as determined by CONTRACTOR, or service that is necessitated by events or elements affecting the hardware including but not limited to humidity, temperature, power or air-conditioning which are not within the CONTRACTOR provided manufacturer's specifications as to the permissible operating condition for the hardware, or that is necessitated by other factors beyond CONTRACTOR control.
- 3.4.D Adjustment, repair or parts replacement for any of the following:
 - 3.4.D.1 Accident, neglect, tampering, misuse, improper/insufficient grounding, failure of electric power, failure of the COUNTY (or their contractors) to provide appropriate environmental conditions, relocation of hardware or software, or causes other than ordinary use;
 - 3.4.D.2 Repair or alteration, or attempted repair or alteration of any CONTRACTOR supported product (hardware and/or software) by the COUNTY (or their contractors);
 - 3.4.D.3 Connection of another machine, device, application, or interface to CONTRACTOR-supported equipment (hardware and/or software) by the COUNTY (or their contractors), which cause damage to CONTRACTOR-supported equipment;
 - 3.4.D.4 Damage or destruction caused by natural or man-made acts or disasters;
 - 3.4.D.5 Performance degradation or failures of CONTRACTOR products and/or systems due to the introduction of third-party equipment, devices, and/or software applications
 - 3.4.D.6 Cosmetic repairs; refurbishment; furnishing consumables, supplies, or accessories; making accessory changes; or adding additional devices or software applications.
- 3.4.E Any service apart from the agreed upon responsibilities herein. Fresh work is subject to additional engineering and or installation fees.

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4. **LIMITATION OF LIABILITY**

- 4.1 CONTRACTOR is not responsible for product failure or failure to render support, service or maintenance due to causes beyond the control of CONTRACTOR. CONTRACTOR accepts no responsibility for any software programs, data or information stored on any media or any part of any product installed, serviced or returned to CONTRACTOR or its representatives for repair. CONTRACTOR and its representatives will make a commercially reasonable effort to return CONTRACTOR product with all CONTRACTOR software programs, data, or information stored on any media intact.



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SCHEDULE - A

7 x 24 x 365 Service – 4-Hour On-Site Response Fee Schedule

Yearly Fee to CONTRACTOR for 7x24x365 service call access to on-site support services rendered as dispatched and authorized by COUNTY and CONTRACTOR.	In accordance with Exhibits II & V of the Contract
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Spare Parts Kit – COUNTY Site Location(s)

One-time Fee for recommended Spare Parts on QEP or RFP response list	In accordance with Exhibits II and V of the Contract
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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Summary Page
Final Version - March 21, 2016

PSAP Non-Recurring Costs - ECW	Number of Positions	Software Licenses	Software Support	Hardware Purchase	Hardware Replacements	Service Config	Software Support	Training	Hardware Replacements	Hardware Replacements	Sub-Total
Kentwood DC - PFN	HOST A	\$26,535.46	\$51,595.75	\$21,162.20	\$24,807.75	\$1,045.00	\$35,022.00	5	\$40,768.00	\$7,722.70	\$241,258.00
Southfield DC - PFN	HOST B	\$26,535.46	\$51,595.75	\$15,525.20	\$24,807.75	\$1,045.00	\$35,022.00	5	\$40,444.00	\$6,832.70	\$231,074.00
Oakland County Sheriff Office	17	\$168,354.18	\$152,753.00	\$64,425.88	\$17,520.70	\$10,435.75	\$83,306.05	5	\$113,231.00	\$13,890.95	\$821,578.70
Opt Add 4 Pos	4	\$0.00	\$0.00	\$11,590.65	\$572.80	\$0.00	\$12,654.63	5	\$21,874.32	\$2,146.32	\$40,346.56
Pontiac Back-Up	6	\$0.00	\$50,700.00	\$24,944.95	\$10,217.57	\$10,435.75	\$25,573.32	5	\$43,287.32	\$5,958.75	\$174,228.60
PSAP Licenses & Support	53.5	\$841,535.52	\$589,072.25	\$0.00	\$0.00	\$0.00	\$0.00	0	\$0.00	\$0.00	\$1,230,607.67
Critical Spares	0	\$0.00	\$0.00	\$0.00	\$11,467.50	\$0.00	\$0.00	0	\$0.00	\$0.00	\$11,467.50
CLEMS Expense	0	\$26,535.46	\$51,595.75	\$11,055.71	\$20,368.88	\$2,030.00	\$35,055.75	5	\$45,105.12	\$5,714.30	\$252,513.78
On-Site Engineer	0	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	\$0.00	1	\$155,000.00	\$0.00	\$155,000.00
Sub-Total	93	\$1,230,607.67	\$1,230,607.67	\$37,107.15	\$36,376.23	\$2,030.00	\$73,601.37	21	\$255,158.12	\$13,947.75	\$2,867,757.88
Total Pos. Count	93.5										
PSAP's	22										
Redundant Host sites	2										
Total Months:	60										
											Total (8 County Sites):
											\$2,867,757.88

Total 60 Month Offer - \$2,867,757.88

***Cost to add PSAP's is same as above by Position Size

***First Year support pricing will apply for duration of On-Site Engineer

***PSAP Equipment option selections will affect installation and support services costs.

***Payment Schedule as Follows:

20% Completion of Project Kickoff Meeting, scheduled ASAP

25% Completion of Hosts Installation

15% Beneficial Use (50 Cutover)

15% Full functionality and satisfaction completion of 50 installation

5% 10th PSAP installation and operation

20% Final Acceptance - Installation and operational completion of original PSAP count

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Two (2) Geo-Diverse, Dual Cluster / Redundant / Federated and Highly Available controllers
(89) NG9-1-1 Positions with Dual 22" LCD, (1) Phone Only Positions, (8) Admin Positions
ES/Net Connection to PFN via (3) Standard
Turnkey Services from ECW, including Local Support
5 year Software Support, HelpDesk/Remote support, Monitoring
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
89
Yrs. Spt.
5

Site Name:
Kentwood DC - PFN
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX00110-HAFF	EOX Dual Server, Federated App. Assem., HA	\$29,900.00	EA	\$29,900.00	\$21,169.20
Hardware Sub-Total					\$29,900.00	\$21,169.20
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOQ00009	SIPWORKS Enterprise, (3) IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46
Software Sub-Total					\$79,995.00	\$56,636.46
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
10	EOV00004	CONFIG/STAGING	\$110.00	UN	\$1,100.00	\$1,045.00
Custom Services Sub-Total					\$1,100.00	\$1,045.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOSS00002	HOST RACK CONFIG KIT, 19", CUST PROV. RACK	\$4,900.00	EA	\$4,900.00	\$3,469.20
2	EOSS00003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70
2	EOSS00005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$8,212.00	\$5,814.10
1	EOSS00007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$1,800.00	\$1,274.40
2	EOSS00008	ALL MODEM, E911 CSU/DSU	\$2,200.00	EA	\$4,400.00	\$3,115.20
2	EOSS00017-B	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07
2	EOSS00103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$5,760.00	\$4,078.08
Peripherals / Network Sub-Total					\$35,839.20	\$24,807.75
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
15	EOO000001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$13,500.00	\$12,825.00
1	EOO000002	SYSTEM INSTALLATION, PRIMARY	\$17,524.10	UN	\$17,524.10	\$16,647.90
1	EOO000001	SYSTEM ENGINEERING, (1) Lot	\$5,811.37	UN	\$5,811.37	\$5,549.30
Professional Services Sub-Total					\$36,835.47	\$35,022.20
**** TOTAL NR Charges:					\$182,899.67	\$138,680.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOG000003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75
4	EOG000004	ONSITE MAINTENANCE, Per YEAR	\$9,492.22	EA	\$37,968.89	\$37,968.89
1	EOG000004-CE	ONSITE MAINTENANCE, FIRST Year	\$4,819.13	EA	\$4,819.13	\$4,819.13
4	EOG000005	EXTENDED WARRANTY, Per YEAR (2-5)	\$1,948.18	EA	\$7,792.70	\$7,792.70
Sub-Total Recurring Charges:					\$102,577.47	\$102,577.47
**** TOTAL COST OF OWNERSHIP:					5 YEAR(s) \$285,477.15	\$241,258.09

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Two (2) Geo-Diverse, Dual Cluster / Redundant / Federated and Highly Available controllers
(89) NG9-1-1 Positions with Dual 22" LCD, (1) Phone Only Positions, (8) Admin Positions
ESinet Connection to PFN via I3 Standard
Turnkey Services from ECW, including Local Support
5 year Software Support, HelpDesk/Remote support, Monitoring
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
89
Yrs. Spl.
5

Site Name:
Southfield DC - PFN
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX100110-HAEF	ECX Dual Server, Federated App. Assem., HA, EXP.	\$21,900.00	EA	\$21,900.00	\$15,525.20
Hardware Sub-Total					\$21,900.00	\$15,505.20
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200009	SIPWORKS Enterprise, I3/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46
Software Sub-Total					\$79,995.00	\$56,636.46
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
10	ECX400004	CONFIG/STAGING	\$110.00	UN	\$1,100.00	\$1,045.00
Custom Services Sub-Total					\$1,100.00	\$1,045.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX500002	HOST RACK CONFIG. KIT, 19", CUST PROV. RACK	\$4,900.00	EA	\$4,900.00	\$3,469.20
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70
2	ECX500005-2	ROUTER, CISCO, 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$8,212.00	\$5,814.10
1	ECX500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$1,800.00	\$1,274.40
2	ECX500008	ALI MODEM, E911 CSU/DSU	\$2,200.00	EA	\$4,400.00	\$3,115.20
2	ECX500017-B	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07
2	ECX500103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$5,760.00	\$4,078.08
Peripherals / Network Sub-Total					\$35,039.20	\$24,507.75
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
15	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$13,500.00	\$12,825.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$16,564.10	UN	\$16,564.10	\$15,735.90
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$5,521.37	UN	\$5,521.37	\$5,245.30
Professional Services Sub-Total					\$35,585.47	\$33,806.20
**** TOTAL NR Charges:					\$173,619.67	\$131,800.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$8,972.22	EA	\$35,888.89	\$35,888.89
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,555.13	EA	\$4,555.13	\$4,555.13
4	ECX900005	EXTENDED WARRANTY, Per YEAR (2-5)	\$1,708.18	EA	\$6,832.70	\$6,832.70
Sub-Total Recurring Charges:					\$99,273.47	\$99,273.47
**** TOTAL COST OF OWNERSHIP:			5	YEAR(s)	\$272,893.15	\$231,074.09

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations

Remote Call Handling Site

13 Connectivity to PPN/Indigital provided ESnet

Turnkey Services from ECW, Local Support

(5) year Software, remote support, monitoring and help desk

Dedicated Local Project Technician, First Year of Warranty

Pos. Count

17

Yrs. 3pt.

6

Site Name:

Seventeen Pos., Plus 16 Stations

Solution being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
17	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$25,704.00	\$18,198.43
	EOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	EOX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00	\$0.00
34	EOX100103	MONITOR, 22W" FP, BLK	\$452.00	EA	\$15,368.00	\$10,880.54
	EOX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
17	EOX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$22,950.00	\$16,248.60
32	EOX100201	POLYCOM 690 SIP PHONE	\$468.00	EA	\$14,976.00	\$10,603.01
	EOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00	\$0.00
4	EOX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
3	EOX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$3,255.00	\$2,304.54
4	EOX100311	Media Gateway, 8 port FXD to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
2	EOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$64.00	\$45.31
Hardware Sub-Total					\$90,997.00	\$64,425.88

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
17	EOX200001	CALLSTATION License	\$13,000.00	EA	\$221,000.00	\$156,468.00
1	EOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
15	EOX200013	SIPStation License, Per Position	\$695.00	EA	\$10,425.00	\$7,380.90
	EOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
1	EOX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$3,595.00	\$2,545.26
Software Sub-Total					\$235,020.00	\$166,394.16

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,845.25
1	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75

Qty	Part Number	Peripheral/Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX500001-96Wail	WALL MNT ASSM, 19", RMTE, Large (13-24)	\$2,600.00	EA	\$2,600.00	\$1,840.80
5	EOX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$1,750.00	\$1,239.00
2	EOX500004	SWITCH, CISCO, 48-PORT POE, 10/100/1000	\$4,850.00	EA	\$9,700.00	\$6,867.60
1	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$2,278.00	\$1,612.82
1	EOX500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$2,800.00	\$1,274.40
1	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	EOX500017	IP to Serial Dist., 16 port	\$3,267.00	EA	\$3,267.00	\$2,313.04
	EOX500018	SIP External Ringler / Mon, Single	\$513.00	EA	\$0.00	\$0.00
	EOX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$0.00	\$0.00
1	EOX500103	UPS - Smart-UPS X 3000VA	\$2,880.00	EA	\$2,880.00	\$2,039.04
Peripherals / Network Sub-Total					\$24,761.00	\$17,530.79

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
2	EOX600001	CS USER/ADMIN OPS TRN (up to 8 students)	\$5,000.00	EA	\$10,000.00	\$9,500.00
20	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$18,000.00	\$17,100.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$48,838.01	UN	\$48,838.01	\$46,396.10
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$10,852.89	UN	\$10,852.89	\$10,310.25
85	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$5,100.00	\$0.00
Professional Services Sub-Total					\$92,790.90	\$83,306.35

*****	TOTAL NR Charges:				\$454,553.90	\$342,092.92
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Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$152,763.00	EA	\$152,763.00	\$152,763.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$25,323.41	EA	\$102,293.64	\$101,293.64
1	EOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$11,938.18	EA	\$11,938.18	\$11,938.18
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$3,472.74	EA	\$13,890.96	\$13,890.96
Sub-Total Recurring Charges:					\$279,885.78	\$279,885.78

*****	TOTAL COST OF OWNERSHIP:				5 YEAR(S)	\$734,439.67	\$621,978.70
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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Four (4) Additional Positions for the Oakland County SO

Must be deployed with existing 17 position quote detail.

Turnkey Services from ECW, Local Support

(5) year Software, remote support, monitoring and help desk

Dedicated Local Project Technician, First Year of Warranty

Pos. Count

4

Yrs. Spt

5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
4	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$4,281.98
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
8	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$2,560.13
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$3,823.20
4	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,325.38
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$0.00
	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$0.00
	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$0.00
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$0.00
Hardware Sub-Total					\$11,990.69

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
4	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200008	SIPWORKS, i3/IP INTERFACE, PSAP License	\$9,995.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$0.00
	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$0.00
	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$0.00
Custom Services Sub-Total					\$0.00

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$0.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$0.00
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$0.00
	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$0.00
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
	ECX500101	UPS, APC 800VA, TWS pos.	\$295.00	EA	\$0.00
Peripherals / Network Sub-Total					\$672.60

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
	ECX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$0.00
2	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$1,710.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$9,434.61	UN	\$8,962.88
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$2,096.58	UN	\$1,991.75
20	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$12,664.63

***** TOTAL NR Charges: \$25,327.92

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$33,800.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$4,892.02	EA	\$19,568.08
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,306.24	EA	\$2,306.24
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$536.58	EA	\$2,146.32
Sub-Total Recurring Charges:					\$24,020.64

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$49,348.56

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations

Remote Back-Up Site

13 Connectivity to PFM/Indigital provided ESInet

Turnkey Services from ECW, Local Support

(5) year Software, remote support, monitoring and help desk

Dedicated Local Project Technician, First Year of Warranty

Pos. Count

8

Yrs. SpL

5

Site Name:

Pontiac Back-Up

Solution Being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
6	EOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$9,072.00	\$6,422.98
	EOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	EOX100101-P	Portable ANS. Pos., Laptop/VolP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00	\$0.00
12	EOX100103	MONITOR, 22WV" FP, BLK	\$452.00	EA	\$5,424.00	\$3,840.19
	EOX100104	MONITOR, 24V" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	EOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
6	EOX100001-AS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$8,100.00	\$5,734.80
6	EOX100201	POLYCOM 690 SIP PHONE	\$468.00	EA	\$2,808.00	\$1,988.06
	EOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00	\$0.00
4	EOX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
1	EOX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$1,085.00	\$768.18
4	EOX100311	Media Gateway, 8 Port FXO to SIP	\$1,085.00	EA	\$4,340.00	\$3,072.72
	EOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
2	EOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$64.00	\$45.31

Hardware Sub-Total

\$35,233.00

\$24,944.98

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
6	EOX200001-LU	CALLSTATION License, Limited Use / Dark	\$13,000.00	EA	\$78,000.00	\$0.00
1	EOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	EOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
	EOX200008	SIPWORKS, I3/IP INTERFACE, PSAP License	\$9,995.00	EA	\$0.00	\$0.00
	EOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
	EOX200015	SIP Trunk Interface, ECW to Third Party	\$3,995.00	EA	\$0.00	\$0.00

Software Sub-Total

\$78,000.00

\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,845.25
1	EOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	EOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25

Custom Services Sub-Total

\$10,985.00

\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX500001-48FWall	WALL MNT ASSM, 19", RMTE, Medium (5-12)	\$2,100.00	EA	\$2,100.00	\$1,486.80
2	EOX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$700.00	\$495.60
2	EOX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$5,388.00	\$3,814.70
1	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$2,278.00	\$1,612.82
	EOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00	\$0.00
1	EOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$600.00	\$424.80
1	EOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	EOX500017-8	JP to Serial Dist., 8 Port, Remote	\$2,299.60	EA	\$2,299.60	\$1,621.04
	EOX500018	SIP External Ringler / Horn, Single	\$513.00	EA	\$0.00	\$0.00
2	EOX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$590.00	\$417.72

Peripherals / Network Sub-Total

\$14,431.60

\$10,217.57

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
8	EOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$7,200.00	\$6,840.00
1	EOX700002	SYSTEM INSTALLATION, PRIMARY	\$18,717.70	UN	\$18,717.70	\$17,781.81
1	EOX800001	SYSTEM ENGINEERING, (1) Lot	\$4,159.49	UN	\$4,159.49	\$3,951.51
30	EOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$1,800.00	\$0.00

Professional Services Sub-Total

\$31,677.18

\$28,573.32

*****	TOTAL NR Charges:				\$170,526.78	\$74,171.61
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Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	EOX900003	SYSTEM SUPPORT, 5 YEAR	\$50,700.00	EA	\$50,700.00	\$50,700.00
4	EOX900004	ONSITE MAINTENANCE, Per YEAR	\$9,705.47	EA	\$38,821.89	\$38,821.89
1	EOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,575.44	EA	\$4,575.44	\$4,575.44
4	EOX900005	EXTENDED WARRANTY, Per YEAR	\$1,489.94	EA	\$5,959.75	\$5,959.75

Sub-Total Recurring Charges:

\$100,057.06

\$100,057.08

*****	TOTAL COST OF OWNERSHIP:	5	YEAR(S)	\$270,583.86	\$174,230.69
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OAKLAND COUNTY EXECUTIVE, L. BROOKS PATTERSON

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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site with (0) CallStation Positions, (0) Phone Only Positions
(8) Trunk Ports, (8) FXO Ports, Spares.
Turnkey Services from ECW, Local Support from MSI
(1) year Software and remote support

Pos. Count
0
Yrs. SpL
1

Site Name:
Critical Spares
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Est. Price	OFFER Price
1	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$1,512.00	\$1,070.50
2	ECX100103	MONITOR, 22WVH" FP, BLK	\$452.00	EA	\$904.00	\$640.03
1	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,350.00	\$955.80
1	ECX100201	POLYCOM 690 SIP PHONE	\$468.00	EA	\$468.00	\$331.34
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
2	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
1	ECX500005-2	ROUTER, CISCO , 3 WAN ENTERPRISE/2911	\$4,106.00	EA	\$4,106.00	\$2,907.05
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
1	ECX500104	PDU, APC Rack Mount, Horiz., 16 ports	\$1,228.00	EA	\$1,228.00	\$869.42
Total Optional Spares:					\$16,197.60	\$11,467.90



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EXHIBIT V – OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Host Expansion to support another One Hundred (100) Concurrent Positions

ESinet Connection to PFH via I3 Standard

Turnkey Services from ECW, Including Local Support

5 year Software Support, HelpDesk/Remote support, Monitoring

PSAP Equipment is same for Pos. Count in accompanying tabs

Pos. Count

6

Yrs. SpL

6

Site Name:

CLEMIS Expansion

Solution being Delivered:

CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX100110-HAEF	ECX Dual Server, Federated App. Assem., HA, EXP.	\$21,900.00	EA	\$43,800.00	\$31,010.40
2	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$64.00	\$45.31
Hardware Sub-Total					\$43,864.00	\$31,055.71
Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX200009	SIPWORKS Enterprise, I3/IP INTERFACE License	\$79,995.00	EA	\$79,995.00	\$56,636.46
Software Sub-Total					\$79,995.00	\$56,636.46
Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
20	ECX400004	CONFIG/STAGING	\$110.00	UN	\$2,200.00	\$2,090.00
Custom Services Sub-Total					\$2,200.00	\$2,090.00
Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
2	ECX500002	HOST RACK CONFIG. KIT, 19", CUST PROV. RACK	\$4,900.00	EA	\$9,800.00	\$6,938.40
4	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$10,776.00	\$7,629.41
2	ECX500007	MISC. MAT., CABLES, LOT	\$1,800.00	EA	\$3,600.00	\$2,518.80
2	ECX500017-B	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$4,579.20	\$3,242.07
Peripherals / Network Sub-Total					\$28,755.20	\$20,358.68
Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
15	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$13,500.00	\$12,825.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$18,577.70	UN	\$18,577.70	\$17,618.82
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$6,192.57	UN	\$6,192.57	\$5,882.94
Professional Services Sub-Total					\$38,270.27	\$36,356.76
*** TOTAL NR Charges:					\$193,084.47	\$146,497.61
Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$51,996.75	EA	\$51,996.75	\$51,996.75
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$10,262.92	EA	\$40,251.69	\$40,251.69
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$5,108.87	EA	\$5,108.87	\$4,853.43
4	ECX900005	EXTENDED WARRANTY, Per YEAR (2-5)	\$2,178.58	EA	\$8,714.30	\$8,714.30
Sub-Total Recurring Charges:					\$106,071.61	\$105,816.17
*** TOTAL COST OF OWNERSHIP:			5	YEAR(s)	\$299,156.09	\$252,313.78

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Summary Page

Final Version - March 21, 2016

PSAP Non-Recurring Costs - ECW	Number of Positions	Hardware Frontroom	Hardware Backroom	Services Config	Services Install	Years On Site	On-Site Maintenance	Hardware Warranty	PSAP Total
Auburn Hills Police Dept.	4	\$17,488.18	\$8,974.22	\$10,435.75	\$28,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Berkley Dept. of Public Safety	3	\$11,847.67	\$8,974.22	\$10,435.75	\$22,737.28	5	\$23,988.28	\$3,190.15	\$79,151.37
Birmingham Police Dept.	3	\$11,847.67	\$8,974.22	\$10,435.75	\$22,737.28	5	\$23,988.28	\$3,190.15	\$79,151.37
Bloomfield Hills Dept of PS	1.5	\$6,183.87	\$5,361.40	\$10,435.75	\$15,449.65	5	\$12,828.81	\$1,858.79	\$52,218.07
Bloomfield Twp PD	4	\$17,488.18	\$8,974.22	\$10,435.75	\$28,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Farmington Hills PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Ferndale PD	2	\$7,313.84	\$8,587.05	\$10,435.75	\$23,561.30	5	\$18,572.04	\$2,682.07	\$71,164.81
Hazel Park PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04
Madison Heights PD	4	\$17,488.18	\$8,974.22	\$10,435.75	\$28,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Novi Regional	4	\$17,488.18	\$8,974.22	\$10,435.75	\$28,878.39	5	\$30,528.02	\$4,145.83	\$98,448.40
Oak Park Dept. of PS	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04
Oxford PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04
Rochester PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04
Royal Oak PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Southfield PD	6	\$18,545.76	\$10,217.57	\$10,435.75	\$38,398.18	5	\$42,708.10	\$5,685.51	\$125,000.85
Troy PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
Waterford Twp. PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
West Bloomfield PD	5	\$20,388.28	\$10,217.57	\$10,435.75	\$32,550.25	5	\$38,439.09	\$5,187.43	\$117,218.37
White Lake Twp. PD	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04
Oakland University	2	\$8,850.00	\$8,974.22	\$10,435.75	\$22,980.88	5	\$18,572.04	\$2,682.07	\$70,494.04

Total Pos. Count	68.5								\$1,801,539.59
PSAP's	20								
Redundant Host sites	2								
Total Months:	60								

Total (20 Sites) \$1,801,539.59

Total 60 Month Offer - \$1,801,539.59

***Cost to add PSAP's is same as above by Position Size

***Payment schedule as follows:

- * 20% at Contract Signing
- * 30% at PSAP Install
- * 30% at Cut Into Service
- * 20% at Final Acceptance



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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configurations:

Remote Call Handling Site
13 Connectivity to PFMWinDigital provided ESinet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
1.5
Yrs. 5 y.
5

Site Name:
One Pos.
Solution being Delivered:
CallStation

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$1,512.00	\$1,070.50
	BOX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00	\$0.00
	BOX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00	\$0.00
2	BOX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$904.00	\$640.03
	BOX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00	\$0.00
	BOX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00	\$0.00
1	BOX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,350.00	\$955.80
2	BOX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$936.00	\$662.69
	BOX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00	\$0.00
2	BOX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$2,170.00	\$1,536.36
2	BOX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$1,220.00	\$863.76
1	BOX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$610.00	\$431.88
	BOX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00	\$0.00
1	BOX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$32.00	\$22.66
Hardware Sub-Total					\$8,734.00	\$6,183.67

Qty	Part Number	Software Components (200)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX200001	CALLSTATION License	\$13,000.00	EA	\$13,000.00	\$0.00
1	BOX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	BOX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00	\$0.00
1	BOX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00	\$0.00
1	BOX200013	SIPStation License, Per Position	\$695.00	EA	\$695.00	\$0.00
	BOX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00	\$0.00
	BOX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00	\$0.00
Software Sub-Total					\$13,695.00	\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,995.00	\$2,845.25
1	BOX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
1	BOX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,995.00	\$3,795.25
Custom Services Sub-Total					\$10,985.00	\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-1)	\$1,500.00	EA	\$1,500.00	\$1,062.00
1	BOX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$350.00	\$247.80
2	BOX500003-S	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$2,052.00	\$1,452.82
	BOX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00	\$0.00
1	BOX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$600.00	\$424.80
1	BOX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$486.00	\$344.09
1	BOX500017-S	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$2,289.60	\$1,621.04
	BOX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00	\$0.00
1	BOX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$295.00	\$208.86
Peripherals / Network Sub-Total					\$7,572.60	\$5,361.40

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX600001	CS USER/ADMIN OPFS TRN (up to 8 students)	\$5,000.00	EA	\$5,000.00	\$4,750.00
5	BOX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$4,500.00	\$4,275.00
1	BOX700002	SYSTEM INSTALLATION, PRIMARY	\$5,533.19	UN	\$5,533.19	\$5,256.53
1	BOX800001	SYSTEM ENGINEERING, (1) Lot	\$1,229.60	UN	\$1,229.60	\$1,168.12
5	BOX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$300.00	\$0.00
Professional Services Sub-Total					\$16,562.79	\$15,449.65

***** **TOTAL NR Charges:** **\$57,549.39** **\$37,430.47**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	Ext. Price	OFFER Price
1	BOX900003	SYSTEM SUPPORT, 5 YEAR	\$8,901.75	EA	\$8,901.75	\$0.00
4	BOX900004	ONSITE MAINTENANCE, Per YEAR	\$2,869.06	EA	\$11,476.25	\$11,476.25
1	BOX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$1,352.56	EA	\$1,352.56	\$1,352.56
4	BOX900005	EXTENDED WARRANTY, Per YEAR	\$489.20	EA	\$1,956.79	\$1,956.79
Sub-Total Recurring Charges:					\$23,687.35	\$14,785.60

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$81,236.74** **\$52,216.07**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFMnDigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
2
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
2	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$2,140.99
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
4	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$1,280.06
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$1,911.60
2	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$662.69
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$1,536.36
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$8,850.00

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,269.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, INVS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,130.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,010.31	UN	\$7,609.79
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$1,780.07	UN	\$1,691.06
10	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
4	ECX800004	CUSTOM SERVICES - TBD	\$1,000.00	EA	\$3,800.00
Professional Services Sub-Total					\$22,980.86

***** TOTAL NR Charges: \$49,240.83

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$16,900.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$4,153.49	EA	\$16,613.97
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$1,958.07	EA	\$1,958.07
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$670.52	EA	\$2,682.07
Sub-Total Recurring Charges:					\$21,254.11

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$70,494.94



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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site, Admin SIP Trunk Interface
i3 Connectivity to PFN/InDigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
2
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
2	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$2,140.99
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
4	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$1,280.06
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
2	ECX100001-NS	AUDIO INTERFACE UNIT (ATU)	\$1,350.00	EA	\$1,911.60
2	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$662.69
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$7,313.64

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
2	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS, BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$1,612.82
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,269.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, TWS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$8,587.05

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
6	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,130.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$8,510.21	UN	\$8,084.70
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$1,891.16	UN	\$1,796.60
10	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
4	ECX800004	CUSTOM SERVICES - TBD	\$1,000.00	EA	\$3,800.00
Professional Services Sub-Total					\$23,561.30

***** **TOTAL NR Charges:** **\$49,897.74**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$19,236.75	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$4,412.70	EA	\$17,650.81
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,080.27	EA	\$2,080.27
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$673.76	EA	\$2,695.03
Sub-Total Recurring Charges:					\$22,426.11

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$72,323.85**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFM/indigital provided ESNet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
3
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
3	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$3,211.49
6	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$1,920.10
3	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$2,867.40
3	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$994.03
2	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$1,536.36
2	ECX100312	Media Gateway, 4 Port FXS or (CAMA) to SIP	\$610.00	EA	\$863.76
1	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$431.88
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$11,847.67

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
3	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS, BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPSS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
7	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$5,985.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$10,336.90	UN	\$9,820.05
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$2,297.09	UN	\$2,182.23
15	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$22,737.28

***** **TOTAL NR Charges:** **\$51,994.93**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$25,350.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$5,359.87	EA	\$21,439.49
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$2,526.80	EA	\$2,526.80
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$797.54	EA	\$3,190.15
Sub-Total Recurring Charges:					\$27,156.44

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$79,151.37**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFN/Indigital provided ESnet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
4
Yrs. Spl.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
4	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$4,281.98
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS, Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
8	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$2,560.13
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
4	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$3,823.20
4	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,325.38
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
2	ECX100312-1	Media Gateway, 4 Port FXS (Station Rec.)	\$610.00	EA	\$863.76
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$17,486.18

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
4	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-16PWall	WALL MNT ASSM, 19", RMTE, SMALL (1-4)	\$1,500.00	EA	\$1,062.00
1	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$247.80
2	ECX500003-8	SWITCH, CISCO, 8-PORT POE, 10/100/1000	\$1,026.00	EA	\$1,452.82
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
1	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$208.86
Peripherals / Network Sub-Total					\$6,974.22

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPTS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
8	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$6,840.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$13,167.04	UN	\$12,508.68
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$2,926.01	UN	\$2,779.71
20	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$26,878.39

***** TOTAL NR Charges: \$61,774.55

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$33,800.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$6,827.35	EA	\$27,309.41
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$3,218.61	EA	\$3,218.61
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,036.46	EA	\$4,145.83
Sub-Total Recurring Charges:					\$34,673.85

***** TOTAL COST OF OWNERSHIP: 5 YEAR(s) \$96,448.40

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version – March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFN/Indigital provided ESinet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
5
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
5	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$5,352.48
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
10	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	\$3,200.16
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
5	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$4,779.00
5	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,656.72
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$768.18
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$20,388.28

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
5	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
1	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-48PWall	WALL MNT ASSM, 19", RMTE, Medium (5-12)	\$2,100.00	EA	\$1,486.80
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$495.60
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$3,814.70
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$1,612.82
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
2	ECX500101	UPS, APC 800VA, IWS pos.	\$295.00	EA	\$417.72
Peripherals / Network Sub-Total					\$10,217.57

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
10	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$8,550.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$16,579.16	UN	\$15,750.20
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$3,684.26	UN	\$3,500.05
25	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$32,550.25

***** **TOTAL NR Charges:** **\$73,591.85**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$44,586.75	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$8,596.60	EA	\$34,386.41
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,052.68	EA	\$4,052.68
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,296.86	EA	\$5,187.43
Sub-Total Recurring Charges:					\$43,626.52

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$117,218.37**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Final Version - March 21, 2016

System Configuration:

Remote Call Handling Site
i3 Connectivity to PFN/Indigital provided ESinet
Turnkey Services from ECW, Local Support
(5) year Software, remote support, monitoring and help desk
Dedicated Local Project Technician, First Year of Warranty

Pos. Count
6
Yrs. Spt.
5

Qty	Part Number	Telecom / Hardware Based Components (100)	Unit Price	U/M	OFFER Price
6	ECX100101	WKS PC, Dual Video, 4G RAM	\$1,512.00	EA	\$6,422.98
	ECX100101	WKS PC, Dual Video, 4G RAM, (ACD WallBoards)	\$1,512.00	EA	\$0.00
	ECX100101-P	Portable ANS. Pos., Laptop/VoIP Tel./ Kit Assm.	\$3,500.00	EA	\$0.00
12	ECX100103	MONITOR, 22WM" FP, BLK	\$452.00	EA	
	ECX100104	MONITOR, 24W" FP, BLK	\$699.00	EA	\$0.00
	ECX100105-60	MONITOR, 60", LCD TV/Monitor	\$1,800.00	EA	\$0.00
6	ECX100001-NS	AUDIO INTERFACE UNIT (AIU)	\$1,350.00	EA	\$5,734.80
6	ECX100201	POLYCOM 650 SIP PHONE	\$468.00	EA	\$1,988.06
	ECX100204	Keypad, Genovation 24 Key, Model 683	\$189.00	EA	\$0.00
2	ECX100305	Media Gateway, 8 Port FXS or (CAMA) to SIP	\$1,085.00	EA	\$1,536.36
1	ECX100305-1	Media Gateway, 8 Port FXS (Station Rec.)	\$1,085.00	EA	\$768.18
4	ECX100311	Media Gateway, 8 port FXO to SIP	\$1,085.00	EA	\$3,072.72
	ECX100314	Media Gateway, PRI to SIP	\$5,435.00	EA	\$0.00
1	ECX100315	Rack Shelf, Media Gateway, 2 GW per Shelf	\$32.00	EA	\$22.66
Hardware Sub-Total					\$19,545.76

Qty	Part Number	Software Components (200)	Unit Price	U/M	OFFER Price
6	ECX200001	CALLSTATION License	\$13,000.00	EA	\$0.00
1	ECX200004	DECISIONSTATION, SITE License	\$0.00	EA	\$0.00
1	ECX200006	ADMINISTRATION, SITE License	\$0.00	EA	\$0.00
1	ECX200007	MESSAGEWORKS, SITE License	\$0.00	EA	\$0.00
	ECX200014-R	Admin PRI Interface License, PSAP	\$6,700.00	EA	\$0.00
	ECX200015	SIP Trunk Interface, ECW to Third Party	\$3,595.00	EA	\$0.00
Software Sub-Total					\$0.00

Qty	Part Number	Custom Services - Interfaces - Map Data (400)	Unit Price	U/M	OFFER Price
1	ECX400001	MAP CONFIG, CUSTOMER PROVIDED DATA	\$2,995.00	EA	\$2,845.25
1	ECX400002	911 TELECOM CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
1	ECX400002-A	ADMIN CONFIG/STAGING	\$3,995.00	EA	\$3,795.25
Custom Services Sub-Total					\$10,435.75

Qty	Part Number	Peripheral-Miscellaneous Equipment (500)	Unit Price	U/M	OFFER Price
1	ECX500001-48PWall	WALL MNT ASSM, 19", RMTE, Medium (5-12)	\$2,100.00	EA	\$1,486.80
2	ECX500002-PR	POS. BASED REC KIT - 4 Port	\$350.00	EA	\$495.60
2	ECX500003	SWITCH, CISCO, 24-PORT POE, 10/100/1000	\$2,694.00	EA	\$3,814.70
1	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE/RMTE/2901	\$2,278.00	EA	\$1,612.82
	ECX500005-1	ROUTER, CISCO, 2 WAN SINGLE - SIP Trunk IF	\$2,278.00	EA	\$0.00
1	ECX500007-R	MISC. MAT., CABLES, RMTE., LOT	\$600.00	EA	\$424.80
1	ECX500009-1	PRINTER, HP LaserJet Pro 200	\$486.00	EA	\$344.09
1	ECX500017-8	IP to Serial Dist., 8 Port, Remote	\$2,289.60	EA	\$1,621.04
	ECX500018	SIP External Ringer / Horn, Single	\$513.00	EA	\$0.00
2	ECX500101	UPS, APC 800VA, 1WS pos.	\$295.00	EA	\$417.72
Peripherals / Network Sub-Total					\$10,217.57

Qty	Part Number	System Services (600, 700, 800)	Unit Price	U/M	OFFER Price
1	ECX600001	CS USER/ADMIN OPPTS TRN (up to 8 students)	\$5,000.00	EA	\$4,750.00
12	ECX700001	PROJECT MANAGEMENT, UNIT	\$900.00	EA	\$10,260.00
1	ECX700002	SYSTEM INSTALLATION, PRIMARY	\$18,420.43	UN	\$17,499.40
1	ECX800001	SYSTEM ENGINEERING, (1) Lot	\$4,093.43	UN	\$3,888.76
30	ECX800003	VIRUS PROTECTION, WKS. - Per Pos. / Per Year	\$60.00	EA	\$0.00
Professional Services Sub-Total					\$36,398.16

***** **TOTAL NR Charges:** **\$76,597.24**

Qty	Part Number	Recurring Maintenance Charges (900)	Unit Price	U/M	OFFER Price
1	ECX900003	SYSTEM SUPPORT, 5 YEAR	\$50,700.00	EA	\$0.00
4	ECX900004	ONSITE MAINTENANCE, Per YEAR	\$9,551.33	EA	\$38,205.33
1	ECX900004-OE	ONSITE MAINTENANCE, FIRST Year	\$4,502.77	EA	\$4,502.77
4	ECX900005	EXTENDED WARRANTY, Per YEAR	\$1,423.88	EA	\$5,695.51
Sub-Total Recurring Charges:					\$48,403.61

***** **TOTAL COST OF OWNERSHIP:** **5 YEAR(s)** **\$125,000.85**

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EXHIBIT VI – NON-OAKLAND COUNTY SITE PRICING

Revision History

CD052115B-4

Description:	Date:	By:
1) Initial Draft	6/1/2015	CD
2) Reduced ESINet Components / Network	6/4/2015	CD
3) Eliminated TCS components, revised per 10-7-15 site meeting	10/7/2015	CD
4) Summary Page Revisions, and Position Count True UP	11/4/2015	CD
5) Add SIP Trunk for Oakland SO.	11/13/2015	JM
6) Move gateways to PSAP and recreate summary to show PSAP separately.	11/19/2015	JM
7) Separate summary County and PSAP summary pages and format for print.	11/24/2015	JM
8) Increase on-site support to five years, reduce cost of first year on-site.	12/21/2015	JM
9) Remove I&M Training, Fix CONCAT formula, Zero Licenses & Support for PSAPs.	12/30/2015	JM
10) Correct formula issue in the Summary tab related to new On-Site rows.	1/7/2016	JM
10) Add Anti-Virus for Five years for all PSAPs.	2/5/2016	JM
11) Added markings for final draft.	2/18/2016	JM
12) Added Optional Four additional Positions for Oakland SO.	3/18/2016	JM
13) Added pricing for various PSAP equipment optiond/	3/21/2016	JM

**PUBLIC SAFETY ANSWERING POINT AGREEMENT
BETWEEN
OAKLAND COUNTY
AND
CITY OF TROY**

This Agreement (the "Agreement") is made between Oakland County, a Constitutional and Municipal Corporation, 1200 North Telegraph, Pontiac, Michigan 48341 ("County"), and the **City of Troy, 500 W. Big Beaver Road., Troy, Michigan 48084** ("Public Body"). County and Public Body may also be referred to jointly as "Parties".

INTRODUCTION/PURPOSE OF AGREEMENT. The Public Body and the County enter into this Agreement, pursuant to Michigan law for the purpose of delineating the duties and responsibilities between the Parties related to the following. Since 1988, the County has been using the legacy copper network provided by the Incumbent Local Exchange Carrier (ILEC) for transport and to support the County 9-1-1 System. In order to prepare for the migration to Next Generation 9-1-1, the County will replace the legacy copper network with an Emergency Services IP Network ("ESInet"), which is defined in Section 1 of this Agreement. The ESInet will offer many advances in processing voice, text and related data elements associated with 9-1-1 calls, i.e., emergency requests, and will improve 9-1-1 Services for the residents of Oakland County. For optimum security, functionality, and operation of the ESInet, all Public Safety Answering Points ("PSAPs") participating in the County 9-1-1 Service Plan should use a common call processing equipment system, comprised of host call processing equipment and remote call processing equipment.

Because it is impractical and cost prohibitive for all PSAPs to construct and maintain separate ESInets, pursuant to the County 9-1-1 Plan, the County, through third parties, will construct, implement, operate, and maintain the ESInet and will host and interconnect common, remote call processing equipment. The County will be responsible for the costs to construct, implement, operate and maintain the ESInet and for the costs to host and interconnect common, remote call processing equipment, including software for the remote call processing equipment, to be paid through operating and/or technical surcharges. The Public Body will be responsible to purchase, pay for, and maintain the common remote call processing equipment.

The Parties agree to the following:

1. **DEFINITIONS.** The following words and expressions used throughout this Agreement, whether used in the singular or plural, shall be defined, read, and interpreted as follows.
 - 1.1. **9-1-1 Service** means a public communication service that provides service users with the ability to reach a public safety answering point by dialing, initializing, or otherwise activating the 9-1-1 System through the numerals "9-1-1" by the means of a telephone device, cellular telephone device, wireless communication device, interconnected voice over the internet device, or other means.
 - 1.2. **Agreement** means the terms and conditions of this Agreement and any other mutually agreed to written and executed modification, amendment, or addendum.
 - 1.3. **Call Processing Equipment System ("CPE System")** means the Host Call Processing Equipment and the Remote Call Processing Equipment and any combination thereof.

- 1.4. **Claims** means any alleged losses, claims, complaints, demands for relief or damages, lawsuits, causes of action, proceedings, judgments, deficiencies, liabilities, penalties, litigation, costs, and expenses, including, but not limited to, reimbursement for reasonable attorney fees, witness fees, court costs, investigation expenses, litigation expenses, amounts paid in settlement, and/or other amounts or liabilities of any kind which are incurred by or asserted against a Party, or for which a Party may become legally and/or contractually obligated to pay or defend against, whether direct, indirect or consequential, whether based upon any alleged violation of the federal or the state constitution, any federal or state statute, rule, regulation, or any alleged violation of federal or state common law, whether any such claims are brought in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.5. **County 9-1-1 Service Plan/9-1-1 Plan** means the plan authorized and adopted by the Oakland County Board of Commissioners pursuant to the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended, addressing the technical, operational, financial, managerial, and call handling aspects of the County's 9-1-1 System.
- 1.6. **County 9-1-1 System/9-1-1 System** means the ESInet and the Call Processing Equipment System and as further defined and described in the 9-1-1 Plan and the Emergency 9-1-1 Service Enabling Act, Public Act 32 of 1986, MCL 484.1101, et seq., as amended.
- 1.7. **County** means Oakland County, a municipal and constitutional corporation, including, but not limited to, its departments, divisions, the County Board of Commissioners, elected and appointed officials, directors, board members, council members, commissioners, authorities, committees, employees, agents, volunteers, and/or any such persons' successors.
- 1.8. **County Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the County, and also includes any County licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees (whether such persons act or acted in their personal, representative or official capacities). "County Employee" shall also include any person who was a County Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.9. **Day** means any calendar day beginning at 12:00 a.m. and ending at 11:59 p.m.
- 1.10. **Emergency Services IP Network ("ESInet")** means a managed, standards-based IP network that is used for emergency response service communications and 9-1-1 Services, which can be shared/used by public safety agencies. The ESInet provides the IP transport infrastructure upon which independent application platforms and core functional processes can be deployed, including, but not limited to, those necessary for providing NG9-1-1 services.
- 1.11. **Exhibits** means the following document, which is fully incorporated into this Agreement: **Exhibit A: Diagram of ESInet demarcation.** Exhibit A is confidential and not subject to the Michigan Freedom Information Act, because it contains information of measures designed to protect the security or safety of persons or property, MCL 15.243(y)
- 1.12. **Host Call Processing Equipment ("Host CPE")** means (1) the hardware and equipment, including the provision of data centers, that is needed to operate, manage, host, and

interconnect the Remote CPE and the 9-1-1 System, but excluding the Remote CPE and (2) the software used to accept, deliver, operate, and manage 9-1-1 voice information, location information, and related data from the telephone service providers to Remote CPE and to the 9-1-1 System.

- 1.13. **Points of Contact** mean the individuals designated by Public Body and the County to act as primary and secondary contacts for communication and other purposes as described herein.
- 1.14. **Public Body** means the **City of Troy** including, but not limited to, its Council, Board, and all of its departments, divisions, elected and appointed officials, board members, commissioners, authorities, committees, employees, agents, subcontractors, attorneys, volunteers, and/or any such persons' successors.
- 1.15. **Public Body Employee** means without limitation, any employees, officers, managers, trustees, volunteers, attorneys, and representatives of the Public Body, and also includes any licensees, concessionaires, contractors, subcontractors, independent contractors, contractor's suppliers, subsidiaries, joint ventures or partners, and/or any such persons, successors or predecessors, employees, (whether such persons act or acted in their personal, representative or official capacities). "Public Body Employee" shall also include any person who was a Public Body Employee at any time during the term of this Agreement but, for any reason, is no longer employed, appointed, or elected in that capacity.
- 1.16. **Public Safety Answering Point ("PSAP")** means a primary or secondary public safety answering point as defined in the Emergency 9-1-1 Service Enabling Act, MCL 484.1102(z) and (gg).
- 1.17. **Remote Call Processing Equipment ("Remote CPE")** means the hardware and equipment within the Public Body's PSAP, as further defined by the demarcation point in Exhibit A, which accepts, delivers, and manages 9-1-1 voice information, location information, and related data from the telephone service providers to the call taker/dispatcher and the 9-1-1 System.

2. **EFFECTIVE DATE & DURATION OF AGREEMENT & AMENDMENTS.**

- 2.1. **Effective Date of Agreement/Amendments.** This Agreement and any amendments to this Agreement shall be effective when executed by both Parties with resolutions passed by the governing bodies of each Party. All amendments to this Agreement shall be in writing. The approval of this Agreement and any amendments shall be entered in the official minutes of the governing bodies of each Party. An executed copy of this Agreement and any amendments shall be filed by the County Clerk with the Secretary of State.
- 2.2. **Agreement Duration.** This Agreement shall remain in effect for five (5) years from the date the Agreement is completely executed by all Parties ("initial term") or until cancelled or terminated pursuant to this Agreement. Upon expiration of the initial term, this Agreement shall automatically renew for one (1) year terms, unless it is terminated or cancelled pursuant to this Agreement.

3. **COUNTY RESPONSIBILITIES.**

- 3.1. **Provision and Maintenance of ESInet.** The County, through a third-party, shall construct, implement, operate, maintain, and repair the ESInet, including the demarcation equipment, to operate the 9-1-1 System, pursuant to the 9-1-1 Plan. All costs to construct,

implement, operate, maintain, and repair the ESInet, including the demarcation equipment, will be paid by the County through technical and/or operational surcharge.

- 3.2. **Delivery of ESInet.** The County, through a third-party, shall deliver and install the ESInet to the physical edge of the building where the Public Body's PSAP is located. The ESInet will terminate at a mutually agreed upon, secure and safe interior location. The physical demarcation point, demarcation equipment, and handoff parameters for the ESInet are depicted and defined in Exhibit A.
- 3.3. **Bandwidth for ESInet.** The County will determine the bandwidth of the ESInet to be delivered to the Public Body's PSAP. This determination will be based on the PSAP's historical call volume and software requirements. The determination shall be reviewed annually by the County to ensure that 9-1-1 Service bandwidth requirements are sufficient.
- 3.4. **Provision and Maintenance of Host CPE.** The County, through a third-party, shall provide, pay for, maintain, and repair the Host CPE. All costs for the provision, maintenance, and repair of the Host CPE shall be paid by the County through technical and/or operational surcharges.
- 3.5. **Critical Spare Parts.** The County shall keep an inventory of critical spare parts for Remote CPE the County, in its discretion, deems appropriate. The County shall be responsible for paying the initial inventory of critical spare parts. The Public Body may have access to this inventory and use parts from the inventory in situations when its Remote CPE become non-operational. If the Public Body takes a spare part from the inventory, then the Public Body shall be responsible for any costs related to restocking the same part, unless these costs are covered by warrant and/or maintenance agreement.
- 3.6. **Back-Up PSAP.** The County will be creating a back-up PSAP. The County will be responsible for all costs associated with the facility and equipment for the back-up PSAP. On a first come, first serve basis, the Public Body may use this back-up PSAP for training or in cases of emergencies. To make arrangements to use the back-up PSAP, the Public Body's Point of Contact shall contact the On Duty Command Sergeant-Sheriff's Operations Center at 248.858.4954.

4. **PUBLIC BODY RESPONSIBILITIES.**

- 4.1. **Provision of Remote CPE.** The Public Body shall be responsible to purchase and pay for the Remote CPE for the operation of its PSAP. The Remote CPE shall be purchased from the provider selected by the County. The County is requiring that all Remote CPE connected and running over the ESInet be from the same provider, in order to provide optimal functionality, security, and operation of the 9-1-1 System.
- 4.2. **Building Access.** The Public Body shall provide building access to the County and/or its contractors to allow for the construction, installation, operation, maintenance, and repair of the ESInet. The physical demarcation point for the ESInet will be in or near the Public Body's building where the PSAP is located. The physical demarcation point, demarcation equipment, and handoff parameters of the ESInet are depicted and defined in Exhibit A.
- 4.3. **Maintenance and Repair of Remote CPE.** The Public Body shall be responsible for the maintenance, repair, and updating of the Remote CPE and the costs associated therein.
- 4.4. **Additional Responsibilities.** The Public Body shall be responsible for back-up power, grounding, data storage, physical security and voice/data recorders for the Remote CPE.

- 4.5. **Administrative Telephone Lines.** Upon prior written approval of the County's 9-1-1 Coordinator, which shall not be unreasonably withheld, the Public Body may integrate its administrative telephone lines used in the delivery of 9-1-1 Service with the CPE System and ESInet. The Public Body shall be responsible for all costs associated with integrating such administrative telephone lines with the CPE System and ESInet, including, but not limited to, costs for additional bandwidth for the ESInet to accommodate the lines.
- 4.6. **Notification of Additional Purchases.** Thirty (30) days prior to the purchase of Remote CPE or components thereof, the Public Body shall give written notice to the County's Points of Contact of such purchases. This notification will enable the County to ensure it has sufficient software licenses and supporting infrastructure to operate the Remote CPE over the ESInet and to provide support for the host/remote configuration.
- 4.7. **Updates to 9-1-1 Related Information.** Pursuant to State law and the County 9-1-1 Plan, the Public Body shall be responsible for timely maintenance and updates to the master street address guide (MSAG), automatic location identifier (ALI), related geofiles, and required GIS datasets.
- 4.8. **Fees for ESInet.** The Public Body shall use its best efforts to waive any local/municipal permit fees or other fees associated with the construction, implementation, operation, and maintenance of the ESInet.
- 4.9. **Owner of Data.** Public Body is the owner of all data provided by Public Body.
- 4.10. **No Interference or Disruption.** Neither the Public Body nor Public Body Employees shall interfere with or disrupt the operation or maintenance of the ESInet, the CPE System, the provision of 9-1-1 Services, and the County 9-1-1 System.
5. **Operational Workflow Management Procedure/Points of Contact.**
 - 5.1. **Operational Workflow Management Procedure.** The Public Body agrees to comply with the Operational Workflow Management Procedure ("Procedure"). This Procedure sets forth the process of how the County, its contractor's, and the Public Body will approach and conduct security management, incident management, problem management, and change management related to the ESInet and Call Processing Equipment System. Upon execution of this Agreement, the County will provide the Public Body's Points of Contact with a copy of this Procedure. The Procedure may be changed from time to time, at the discretion of the County, with or without input from the Public Body. If the Procedure is changed, the County shall provide the Public Body's Points of Contact with the new version of the Procedure.
 - 5.2. **Points of Contact.** The County's Primary Point of Contact shall be the County's 9-1-1 Coordinator and the County's Secondary Point of Contact shall be the Oakland County Information Technology Service Desk. The Public Body's Primary Point of Contact shall be the PSAP Coordinator and the Public Body's Secondary Point of Contact shall be PSAP on duty supervisor.
6. **PAYMENTS.**
 - 6.1. **Additional Costs.** If County is legally obligated for any reason, e.g. subpoena, Court Order, or Freedom of Information Act request, to search for, identify, produce or testify regarding Public Body's data or information that is electronically stored by County relating to the 9-1-1 Services or ESInet provided under this Agreement, then Public Body shall reimburse County for all reasonable costs the County incurs in searching for, identifying,

producing, or testifying regarding such data or information. County may waive this requirement at its sole discretion.

- 6.2. **Failure to Pay.** If Public Body, for any reason, fails to pay County any monies when and as due under this Agreement, Public Body agrees that unless expressly prohibited by law, County or the Oakland County Treasurer, at their sole option, shall be entitled to set off from any Public Body funds that are in County's possession for any reason, including but not limited to, the Oakland County Delinquent Tax Revolving Fund ("DTRF"), if applicable. Any setoff or retention of funds by County shall be deemed a voluntary assignment of the amount by Public Body to County. Public Body waives any Claims against County or its Officials for any acts related specifically to County's offsetting or retaining of such amounts. This paragraph shall not limit Public Body's legal right to dispute whether the underlying amount retained by County was actually due and owing under this Agreement.
- 6.3. **Interest Charge.** If County chooses not to exercise its right to setoff or if any setoff is insufficient to fully pay County any amounts due and owing County under this Agreement, County shall have the right to charge up to the then-maximum legal interest on any unpaid amount. Interest charges shall be in addition to any other amounts due to County under this Agreement. Interest charges shall be calculated using the daily unpaid balance method and accumulate until all outstanding amounts and accumulated interest are fully paid.
- 6.4. **Other Rights.** Nothing in this Section shall operate to limit County's right to pursue or exercise any other legal rights or remedies under this Agreement or at law against Public Body to secure payment of amounts due County. The remedies in this Section shall be available to County on an ongoing and successive basis if Public Body at any time becomes delinquent in its payment. Notwithstanding any other term and condition in this Agreement, if County pursues any legal action in any court to secure its payment under this Agreement, Public Body agrees to pay all costs and expenses, including attorney fees and court costs, incurred by County in the collection of any amount owed by Public Body.

7. **ASSURANCES.**

- 7.1. **Responsibility for Claims.** Each Party shall be responsible for any Claims made against that Party by a third party, and for the acts of its employees arising under or related to this Agreement.
- 7.2. **Responsibility for Attorney Fees and Costs.** Except as provided for in Section 6.4, each Party shall seek its own legal representation and bear the costs associated with such representation, including judgments and attorney fees, for any Claim that may arise from the performance of this Agreement.
- 7.3. **No Indemnification.** Except as otherwise provided for in this Agreement, neither Party shall have any right under this Agreement or under any other legal principle to be indemnified or reimbursed by the other Party or any of its agents in connection with any Claim.
- 7.4. **Costs, Fines, and Fees for Misuse.** Public Body shall be solely responsible for all costs, fines and fees associated with any misuse by its Public Body Employees of the I.T. Services provided herein.
- 7.5. **Reservation of Rights.** This Agreement does not, and is not intended to, impair, divest, delegate or contravene any constitutional, statutory, and/or other legal right, privilege,

power, obligation, duty, or immunity of the Parties. Nothing in this Agreement shall be construed as a waiver of governmental immunity for either Party.

- 7.6. **Authorization and Completion of Agreement.** The Parties have taken all actions and secured all approvals necessary to authorize and complete this Agreement. The persons signing this Agreement on behalf of each Party have legal authority to sign this Agreement and bind the Parties to the terms and conditions contained herein.
- 7.7. **Compliance with Laws.** Each Party shall comply with all federal, state, and local ordinances, regulations, administrative rules, and requirements applicable to its activities performed under this Agreement. Both Parties will be responsible for their respective obligations to comply with rules and regulations promulgated by the FCC or other governmental body related to 9-1-1 Services and the operation of the County 9-1-1 System.
- 7.8. **Limitation of Liability.** In no event shall either Party be liable to the other Party or any other person, for any consequential, incidental, direct, indirect, special, and punitive or other damages arising out of this Agreement.
- 7.9. **9-1-1 Services "As Is".** THE 9-1-1 SERVICES ARE PROVIDED ON AN "AS IS" AND "AS AVAILABLE" BASIS. COUNTY EXPRESSLY DISCLAIMS ALL WARRANTIES OF ANY KIND, WHETHER EXPRESS OR IMPLIED, INCLUDING, BUT NOT LIMITED TO, THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.
- 7.10. **No Warranty for 9-1-1 Services.** County makes no warranty that the 9-1-1 Services will be uninterrupted, secure, error-free, or available at all times.
- 7.11. **Downloaded Material or Data.** Any material or data downloaded or otherwise obtained through the use of the ESInet is accessed at Public Body's discretion and risk. Public Body will be solely responsible for any damage to its computer system or loss of data that results from downloading of any material.

8. **DISPUTE RESOLUTION.** All disputes concerning the execution, interpretation, performance, or nonperformance of this Agreement involving or affecting the Parties may first be submitted to County Director of Information Technology and Public Body's Agreement Administrator for possible resolution. County Director of Information Technology and Public Body's Agreement Administrator may promptly meet and confer in an effort to resolve such dispute. If they cannot resolve the dispute in five (5) business days, the dispute may be submitted to the signatories of this Contract or their successors in office. The signatories of this Contract may meet promptly and confer in an effort to resolve such dispute.

9. **TERMINATION OR CANCELLATION OF AGREEMENT.**

- 9.1. **Termination of Agreement and Exhibits.** Upon sixty (60) days written notice to the other Party, either Party may terminate or cancel this entire Agreement, in whole or in part, for any reason including convenience. The Chairperson of the Board of Commissioners is authorized to terminate or cancel this Agreement for the County.
- 9.2. **Effective Date of Termination or Cancellation.** The effective date of termination and/or cancellation shall be clearly stated in the written notice of termination or cancellation.

10. **SUSPENSION OF SERVICES.**

- 10.1. Upon notice to the Public Body of the County's determination that the Public Body has failed to comply with federal, state, or local law or the requirements contained in this

Agreement, the County may immediately suspend this Agreement, provided the notice contains a detailed description of the basis for the determination.

- 10.2. Upon submission of a written plan or statement by the Public Body to the County addressing each basis listed in the County's notice and the County agrees to such written plan or statement (such agreement shall not be unreasonably withheld), then the Public Body shall be entitled to an immediate reinstatement of the Agreement.
- 10.3. The right to suspend this Agreement is in addition to the right to terminate or cancel this Agreement contained in Section 9.
- 10.4. The County shall not incur penalty, expense, or liability if services are suspended under this Section, unless the Agreement is not immediately reinstated as provided in this Section or the County wrongfully suspended the Agreement under this Section.
11. **DELEGATION OR ASSIGNMENT.** Neither Party shall delegate or assign any obligations or rights under this Agreement without the prior written consent of the other Party.
12. **NO EMPLOYEE-EMPLOYER RELATIONSHIP.** Nothing in this Agreement shall be construed as creating an employer-employee relationship between County and Public Body.
13. **NO THIRD PARTY BENEFICIARIES.** Except as provided for the benefit of the Parties, this Agreement does not and is not intended to create any obligation, duty, promise, contractual right or benefit, right to indemnification, right to subrogation, and/or any other right in favor of any other person or entity.
14. **NO IMPLIED WAIVER.** Absent a written waiver, no act, failure, or delay by a Party to pursue or enforce any rights or remedies under this Agreement shall constitute a waiver of those rights with regard to any existing or subsequent breach of this Agreement. No waiver of any term, condition, or provision of this Agreement, whether by conduct or otherwise, in one or more instances shall be deemed or construed as a continuing waiver of any term, condition, or provision of this Agreement. No waiver by either Party shall subsequently affect its right to require strict performance of this Agreement.
15. **SEVERABILITY.** If a court of competent jurisdiction finds a term or condition of this Agreement to be illegal or invalid, then the term or condition shall be deemed severed from this Agreement. All other terms, conditions, and provisions of this Agreement shall remain in full force.
16. **PRECEDENCE OF DOCUMENTS.** In the event of a conflict between the terms of and conditions of any of the documents that comprise this Agreement, the terms in the Agreement shall prevail and take precedence over any allegedly conflicting terms in the Exhibits or other documents that comprise this Agreement.
17. **CAPTIONS.** The section and subsection numbers, captions, and any index to such sections and subsections contained in this Agreement are intended for the convenience of the reader and are not intended to have any substantive meaning. The numbers, captions, and indexes shall not be interpreted or be considered as part of this Agreement. Any use of the singular or plural, any reference to gender, and any use of the nominative, objective or possessive case in this Agreement shall be deemed the appropriate plurality, gender or possession as the context requires.
18. **FORCE MAJEURE.** Notwithstanding any other term or provision of this Agreement, neither Party shall be liable to the other for any failure of performance hereunder if such failure is due to any cause beyond the reasonable control of that Party and that Party cannot reasonably

accommodate or mitigate the effects of any such cause. Such cause shall include, without limitation, acts of God, fire, explosion, vandalism, national emergencies, insurrections, riots, wars, strikes, lockouts, work stoppages, other labor difficulties, or any law, order, regulation, direction, action, or request of the United States government or of any other government. Reasonable notice shall be given to the affected Party of any such event.

19. **NOTICES.** Notices given under this Agreement shall be in writing and shall be personally delivered, sent by express delivery service, certified mail, or first class U.S. mail postage prepaid, and addressed to the person listed below. Notice will be deemed given on the date when one of the following first occur: (i) the date of actual receipt; (ii) the next business day when notice is sent express delivery service or personal delivery; or (iii) three days after mailing first class or certified U.S. mail.
 - 19.1. If Notice is sent to County, it shall be addressed and sent to the following: (1) Director, Oakland County Department of Information Technology, 1200 North Telegraph Road, Pontiac, Michigan, 48341; (2) the Chairperson of the Oakland County Board of Commissioners, 1200 North Telegraph Road, Pontiac, Michigan 48341; and (3) the County 9-1-1 Coordinator, 1200 North Telegraph Road, Pontiac, Michigan 48341.
 - 19.2. If Notice is sent to Public Body, it shall be addressed to: Chief of Police, City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084; (2) Mayor of the City of Troy, 500 W. Big Beaver Road, Troy, Michigan 48084; and (3) Communications Sergeant, Troy Police Department, 500 W. Big Beaver Road, Troy, Michigan 48084.
 - 19.3. Either Party may change the individual to whom Notice is sent and/or the mailing address by notifying the other Party in writing of the change.
20. **GOVERNING LAW/CONSENT TO JURISDICTION AND VENUE.** This Agreement shall be governed, interpreted, and enforced by the laws of the State of Michigan. Except as otherwise required by law or court rule, any action brought to enforce, interpret, or decide any Claim arising under or related to this Agreement shall be brought in the 6th Judicial Circuit Court of the State of Michigan, the 50th District Court 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 in the courts set forth above.
21. **ENTIRE AGREEMENT.**
 - 21.1. **Entire Agreement.** Except as provided by law or the County's 9-1-1 Plan, this Agreement represents the entire agreement and understanding between the Parties regarding the ESInet and the Call Processing Equipment System. This Agreement supersedes all other oral or written agreements between the Parties regarding the ESInet and the Call Processing Equipment System.

21.2. **Construction of Agreement.** The language of this Agreement shall be construed as a whole according to its fair meaning, and not construed strictly for or against any Party.

IN WITNESS WHEREOF, **Gary Mayer, Chief of Police** hereby acknowledges that he has been authorized to execute this Agreement on behalf of Public Body and accepts and binds Public Body to its terms and conditions.

EXECUTED: _____ DATE: _____
Gary Mayer, Chief of Police
City of Troy

WITNESSED: _____ DATE: _____
Aileen Dickson, Clerk
City of Troy

PUBLIC BODY AGREEMENT ADMINISTRATOR

_____ DATE: _____

IN WITNESS WHEREOF, Michael J. Gingell, Chairperson, Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this Agreement on behalf of Oakland County, and hereby accepts and binds Oakland County to the terms and conditions of this Agreement.

EXECUTED: _____ DATE: _____
Michael J. Gingell, Chairperson
Oakland County Board of Commissioners

WITNESSED: _____ DATE: _____
Oakland County Board of Commissioners

CONTRACT FOR THE PURCHASE OF NG9-1-1 EQUIPMENT AND SERVICES

The Parties hereby enter into this Contract, effective on _____, 2017, between Emergency CallWorks, Inc. ("ECW") and Troy Police Department ("Troy Police Department"), for the purchase of Next Generation 911 Equipment and Services.

Whereas, ECW and the County of Oakland, MI, entered into a Contract (No. 004698) ("Primary Contract") attached hereto as Exhibit A for the purchase of Next Generation 911 Equipment and Services.

For an amount not to exceed \$124,014.92, Troy Police Department agrees to abide by the terms and conditions of the Primary Contract, including its Exhibits, and whenever "County" is referred to in the Primary Contract, and only for purposes of this Contract, it will have the same effect as referring to Troy Police Department, except as set forth below:

1. **Section 5.1 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Performance of Deliverables.** Contractor shall provide all Deliverables and Equipment identified in and as set forth in Exhibits II and VI or any Amendments to this Contract.
2. **Section 5.2 of the Primary Contract is hereby deleted for purposes of this Contract.**
3. **Section 5.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Financial Obligations.** Except as otherwise set forth in this Contract, Troy Police Department's sole financial obligation under this Contract shall be set forth in Exhibits II, IV and VI. The amount and manner of payment of the financial obligation shall be a Purchase Order based on its respective amount in Exhibit VI.
4. **Section 5.5 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Payment Obligations.** Except as otherwise set forth in Exhibits II, IV and VI, Contractor shall submit an invoice to Troy Police Department's Contract Administrator, or equivalent, itemizing amounts due and owing under this Contract, as of the date of the invoice. Invoices shall contain the following information: (a) County Contract Number; (b) itemized list of Deliverables; (c) Contractor Tax ID Number (federal and State); and (d) any other information reasonably requested by Troy Police Department. Troy Police Department shall have no obligation to make a payment under this Contract until an invoice is submitted in the form set forth herein and shall have no obligation to pay for Deliverables, which have not been invoiced (as required herein) within sixty (60) Days of Contractor's performance. Unless otherwise set forth in Exhibit II, Troy Police only pay Contractor for Deliverables under this Contract and not any subcontractors or assignees of Contractor.
5. **Section 7.4 of the Primary Contract shall be replaced in its entirety with the following:**
 - a. **Limitation of Liability.** Except for Claims resulting in personal injury or death, Contractor's total liability, whether for breach of contract, warranty, negligence, strict liability in tort, indemnification, or otherwise, will be limited to the direct damages recoverable under law, but not to exceed Two Hundred Fifty Thousand Dollars

(\$250,000.00). ALTHOUGH THE PARTIES ACKNOWLEDGE THE POSSIBILITY OF SUCH LOSSES OR DAMAGES, THEY AGREE THAT NEITHER PARTY WILL BE LIABLE FOR ANY COMMERCIAL LOSS; INCONVENIENCE; LOSS OF USE, TIME, DATA, GOOD WILL, REVENUES, PROFITS OR SAVINGS; OR OTHER SPECIAL, INCIDENTAL, INDIRECT, OR CONSEQUENTIAL DAMAGES IN ANY WAY RELATED TO OR ARISING FROM THIS CONTRACT, THE SALE OR USE OF THE DELIVERABLES OR SOFTWARE, OR THE PERFORMANCE OF SERVICES BY CONTRACTOR PURSUANT TO THIS CONTRACT. This limitation of liability provision survives the expiration or termination of the Contract and applies notwithstanding any contrary provision.

6. Troy Police Department hereby agrees to abide by the terms, conditions, limitations and restrictions contained in Exhibit III (Software License Agreement) of the Primary Contract and further agrees and acknowledges that:

- a. The County of Oakland is purchasing and is thereby granted all personal, limited, non-transferrable and non-exclusive Software licenses under the Primary Contract as more fully described in Section 3 of Exhibit III.
- b. Troy Police Department will not be a Licensee of the Software under the Primary Contract.
- c. Troy Police Department is a user of the Software under the Primary Contract.

7. Exhibit IV – Maintenance Agreement of the Primary Contract, is hereby modified as follows:

- a. Section 2.1 is hereby replaced with the following:
 - i. Fees for services under this Agreement are set forth in Exhibits II and VI and incorporated herein by reference.
- b. Section 3.3 is not applicable to this Contract.
- c. Schedule A – “7x24x365 Service – 4-hour On-Site Response Fee Schedule” shall be in accordance with Exhibits II & VI of the Primary Contract.
- d. Schedule A – “Spare Parts Kit – COUNTY Site Location(s)” is not applicable to this Contract.

The Parties hereby enter into this Contract as of the Effective Date.

Emergency CallWorks, Inc.

Troy Police Department

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Date: _____

Date: _____



500 West Big Beaver
Troy, MI 48084
troymi.gov

CITY COUNCIL AGENDA ITEM

Date: September 9, 2022

To: Mark F. Miller, City Manager

From: Robert Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer

Subject: Private Agreement – Contract for Installation of Municipal Improvements
Casca Village of Troy, Site Condominium Development - Project No. 15.926.3

History

CV Development LLC proposes to develop Casca Village of Troy, a 4-Unit Single Family Residential Site Condominium Project, East of Crooks Road and South of West South Boulevard, Section 4.

City of Troy Planning Commission granted preliminary site plan approval on February 9, 2020.

Site grading and utility plans for this development were reviewed and recently approved by the Engineering Department. The plans include municipal improvements, which will be constructed by CV Development LLC on behalf of the City of Troy and include: Water Main, Sanitary Sewer, Storm Sewer, Concrete Pavement and Concrete Sidewalk. The required fees and refundable escrow deposits in the form of a Performance Bond and 10% Cash that will assure completion of the municipal improvements, has been provided by CV Development LLC (see attached Private Agreement).

Financial

See attached summary of required deposits and fees for this Private Agreement.

Recommendation

Approval of the Contract for Installation of Municipal Improvements (Private Agreement) is recommended.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

Project No.: **15.926.3**

Project Location: **NW 1/4 Section 4**

Resolution No:

Date of Council Approval:

This Contract, made and entered into this **16th** day of **September, 2022** by and between the City of Troy, a Michigan Municipal Corporation of the County of Oakland, Michigan, hereinafter referred to as "City" and **CV DEVELOPMENT LLC** whose address is **2617 BEACON HILLS DRIVE, AUBURN HILLS, MI 48326** and whose telephone number is **248-373-5080** hereinafter referred to as "Owners", provides as follows:

FIRST: That the City agrees to permit the installation of **WATER MAIN, SANITARY SEWER, STORM SEWER, CONCRETE PAVEMENT AND CONCRETE SIDEWALK** in accordance with plans prepared by **POWELL ENGINEERING & ASSOCIATES, LLC** whose address is **4700 CORNERSTONE DRIVE, WHITE LAKE, MI 48383** and whose telephone number is **248-714-9895** and approved prior to construction by the City in accordance with City of Troy specifications.

SECOND: That the Owners agree to provide the following securities to the City prior to the start of construction, in accordance with the Detailed Summary of Required Deposits & Fees (attached hereto and incorporated herein):

Refundable escrow deposit equal to the estimated construction cost of \$ **217,325.00**. This amount will be deposited with the City in the form of (check one):

Cash/Check	<input type="checkbox"/>	}	10% Cash	<u>\$21,732.50</u>
Certificate of Deposit & 10% Cash	<input type="checkbox"/>			
Irrevocable Bank Letter of Credit & 10% Cash	<input type="checkbox"/>			
Performance Bond & 10% Cash	<input checked="" type="checkbox"/>			

Refundable cash deposit in the amount of \$ **49,981.00**. This amount will be deposited with the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Non-refundable cash fees in the amount of \$ **6,656.40**. This amount will be paid to the City in the form of (check one):

Cash	<input type="checkbox"/>	Check	<input checked="" type="checkbox"/>
------	--------------------------	-------	-------------------------------------

Said refundable escrow deposits shall be disbursed to the Owners after approval by the City. The City reserves the right to retain a minimum of ten (10) percent for each escrowed item until the entire site/development has received final inspection and final approval by all City departments. Refundable cash deposits shall be held until final approval has been issued. Disbursements shall be made by the City within a reasonable time, after request for refund of deposits is made by the Owners.

City Of Troy

Contract for Installation of Municipal Improvements (Private Agreement)

THIRD: The owners shall contract for construction of said improvement with a qualified contractor. Owners, or their agents, and contractor(s) agree to arrange for a pre-construction meeting with the City Engineer prior to start of work. All municipal improvements must be completely staked in the field under the direct supervision of a registered civil engineer or registered land surveyor, in accordance with the approved plans. Revisions to approved plans required by unexpected or unknown conflicts in the field shall be made as directed by the City.

FOURTH: Owners agree that if, for any reason, the total cost of completion of such improvements shall exceed the sums detailed in Paragraph SECOND hereof, that Owners will immediately, upon notification by the City, remit such additional amounts in accordance with Paragraph SECOND hereof. In the event the total cost of completion shall be less than the sums as detailed in Paragraph SECOND hereof, City will refund to the Owners the excess funds remaining after disbursement of funds.

FIFTH: Owners agree to indemnify and save harmless City, their agents and employees, from and against all loss or expense (including costs and attorneys' fees) by reason of liability imposed by law upon the City, its agents and employees for damages because of bodily injury, including death, at any time resulting therefrom sustained by any person or persons or on account of damage to property, including work, provided such injury to persons or damage to property is due or claimed to be due to negligence of the Owner, his contractor, or subcontractors, employees or agents, Owner further agrees to obtain and convey to the City all necessary easements and/or right-of-way for such public utilities as required by the City Engineer.

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

IN WITNESS WHEREOF, the parties hereto have caused this agreement to be executed in duplicate on this 8th day of SEPTEMBER, 2022.

OWNERS

By:



*
Its: Authorized Agent

Please Print or Type


Anthony F. BANDOZZO

Its: _____

Please Print or Type

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this 8th day of SEPTEMBER, A.D. 2022, before me personally appeared Anthony F. BANDOZZO of CV DEVELOPMENT known by me to be the same person(s) who executed this instrument and who acknowledged this to be his/her/their free act and deed.



FRANCES P. TABBI
NOTARY PUBLIC, Macomb, Michigan

My commission expires: 7-15-24
Acting in OAKLAND County, Michigan



Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of Oakland

City Of Troy
Contract for Installation of Municipal Improvements
(Private Agreement)

CITY OF TROY

By:

Ethan Baker, Mayor

M. Aileen Dickson, City Clerk

STATE OF MICHIGAN, COUNTY OF OAKLAND

On this _____ day of _____, A.D.20_____, before me personally
appeared _____ known by me
to be the same person(s) who executed this instrument and who acknowledged this to be
his/her/their free act and deed.

NOTARY PUBLIC, _____, Michigan

My commission expires: _____
Acting in _____ County, Michigan



Project Construction

Permit No: PPC15.926.3

Engineering Department

TO SCHEDULE INSPECTION CALL
INSPECTION LINE: (248) 680-7221

500 W. Big Beaver Road

Troy, Michigan 48084

Hours: Mon-Fri 8am - 4:30pm

Fax: (248) 524-1838

www.troymi.gov

NOTE: A Minimum of 24 hour notice for inspection shall be provided prior to construction.

Location

88-20-04-100-085 Lot:
Subdivision: Andrew Farms #1 & 2
Project No: 15.926.3

Permittee/Owner

CV DEVELOPMENT LLC
2617 BEACON DR
Auburn Hills
(248) 373 5080

MI 48326

Issued: 09/08/2022 Expires:

Applicant

FOR INFORMATION REGARDING THE ISSUANCE OF THIS
PERMIT, CONTACT THE CITY OF TROY ENGINEERING
DEPARTMENT AT (248) 524-3383

2617 BEACON DR
Auburn Hills
(248) 373 5080

MI 48326

Work Description: New Residential Site Condominium Development
Casca Village of Troy

Stipulations: [Off-Site Detention Pond](#)

Work will meet all codes and inspections.

Category	Permit Item	Acreage/Qty
Escrow Deposits	Sanitary Sewers	29,115.00
Escrow Deposits	Water Mains	52,925.00
Escrow Deposits	Storm Sewers	18,420.00
Escrow Deposits	Rear Yard Drains	23,205.00
Escrow Deposits	Pavement	83,860.00
Escrow Deposits	Grading	8,000.00
Escrow Deposits	Temporary Access Road	1,800.00
Cash Fees (Non-Refundable)	Water Main Testing/Chlorination PA2	507.00
Cash Fees (Non-Refundable)	Signs	6.00
Cash Fees (Non-Refundable)	Detention Basin Maintenance	1.00
Cash Fees (Non-Refundable)	Markers - Full Range	5.00
Cash Deposits (Refundable)	Construction Engineering (CE)	215,525.00
Cash Deposits (Refundable)	Sidewalks	625.00
Cash Deposits (Refundable)	Monuments	8.00
Cash Deposits (Refundable)	Lot Corner Irons	6.00
Cash Deposits (Refundable)	ROW Restoration	376.00
Cash Deposits (Refundable)	Repair & Maintenance-Public Streets	2,500.00
Cash Deposits (Refundable)	Punchlist & Restoration	215,525.00

Amount Due: **0.00**
PAID IN FULL



Project Construction

- 1) Secure a permit from the City of Troy prior to the commencement of construction or maintenance operations. If a subcontractor is to perform the construction or maintenance entailed in this application, he shall be responsible, along with the applicant, for any provisions of this application and plans which apply to him.
 - 2) Any and all construction proposed under this application will meet all requirements of the City, together with the Supplemental Specifications set forth on this application for permit.
 - 3) Save harmless the City against any and all claims for damage arising from operations covered by this application and furnish proof of insurance coverage for the term of the permit issued. Insurance coverage shall be for general liability, property damage and workman's compensation at limits deemed acceptable to the City of Troy. The City of Troy to be named as additional insured on the general liability.
 - 4) Surrender the permit herein applied for and surrender all rights there under whenever notified to do so by the City of Troy because of its need for the area covered by the permit or because of a default in any of the conditions of this permit.
 - 5) Immediately remove, alter, relocate or surrender the facility of which this application is granted if requested by the City of Troy to do so upon termination of this application and upon failure to do so, will reimburse the City of Troy for the cost of removing, altering or relocating the facility.
- SUPPLEMENTAL SPECIFICATIONS:**

- 1) **INTENT:** Since a permit will have to be secured from the City prior to the start of any construction or maintenance operations proposed by this application, it is the intent of these supplemental specifications to be incorporated as part of the plans or specifications required for this proposed work.
- 2) **EXCAVATION AND DISPOSAL OF EXCAVATED MATERIAL:** The City shall specify if trenches or excavations under or adjacent to the road surface shall be sheeted, shored and/or braced in such a manner as to prevent caving, loss, or settlement of foundation material supporting the pavement. Excavated material shall be stocked in such locations that it does not obstruct vision on the traveled portion of the road and in such a manner that it will interfere as little as possible with the flow of traffic. Sod and topsoil shall be stocked separately from other excavated material. The applicant shall dispose of all surplus and unsuitable material outside of the limits of the highway unless the permit provides for disposal at approved locations within the right-of-way. In the latter case, the material shall be leveled and trimmed in an approved manner.
- 3) **BACKFILLING AND COMPACTING BACKFILL:** All trenches, holes and pits, where specified, shall be filled with sound earth or with sand-gravel if so provided, placed in successive layers not more than six (6) inches in depth, loose measure, and each layer shall be thoroughly compacted by tamping and all backfill subject to check by the Controlled Density Method (minimum 95%). Grass shall be restored with sod and topsoil in accordance with the City of Troy Standard Specifications for Turf Restoration.

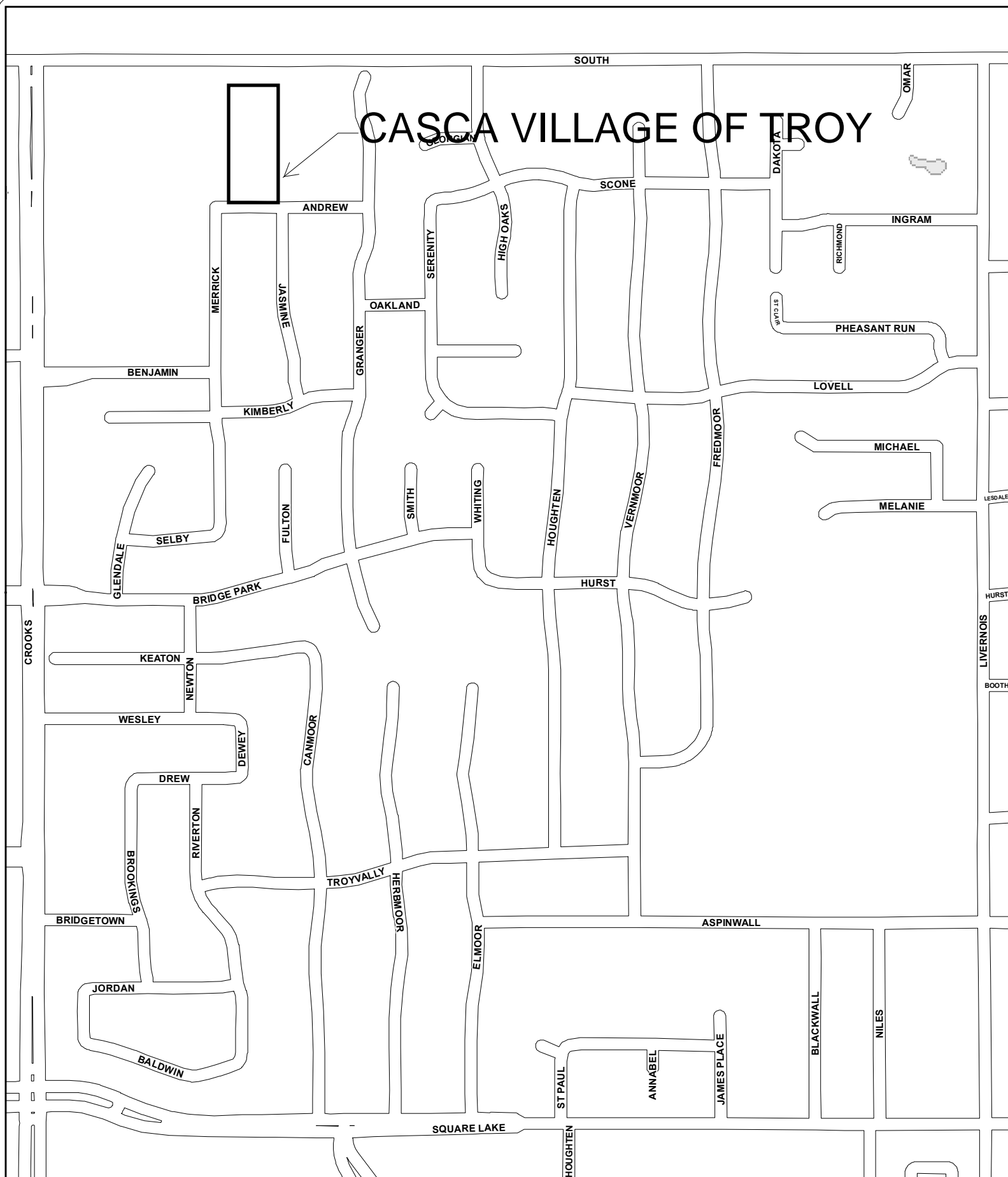
Sand-gravel backfill material shall consist of approved bank-run sand or gravel or a mixture of approved sand or stone screenings in the mixture. All of the material shall be of such size that it will pass through a screen having two and one-half (2 ½) inch square openings, unless otherwise authorized.

Any excavation within the right-of-way, outside the traveled portion of the road, must be maintained until all settlement has occurred and must be re-shaped and temporarily seeded for soil erosion control. Grass areas shall be restored in accordance with the City of Troy Standard Specifications for Turf Restoration.

All excavation within the traveled portion of the road must be backfilled with sand and compacted. Special requirements are to be determined by the surface type.

- 4) **CROSSING ROADBED BY TUNNELING:** When the pipe is installed by tunneling, boring or jacking without cutting the existing pavement, the backfill shall be made by tamping a dry mix of lean concrete into place so as to completely fill any voids, remaining around the installation. The concrete shall be composed of one (1) part Portland cement and ten (10) parts sand-gravel by volume. Sand-gravel shall conform to the requirements given in Paragraph 3.
- 5) **CROSSING BY CUTTING GRAVEL ROAD:** All trenches are to be backfilled with approved material to within twelve (12) inches of the surface within the limits of the roadbed. Backfill methods will be as described in Paragraph 3. All surplus excavated material will be disposed of as described in Paragraph 2. The top twelve (12) inches within the roadbed will be backfilled with eight (8) inches of 4A limestone or slag topped with four (4) inches of processed road gravel (MDOT 22A). Trenches outside of the roadbed will be backfilled in accordance with Paragraph 3.
- 6) **CROSSING BY CUTTING PAVEMENT AND TRENCHING:** When this method is used, the pavement shall be cut back so that the opening is at least twelve (12) inches wider on each side than the width of the trench. In all concrete surfaces or bases, edges of trenches shall be formed by the use of a concrete saw. The pavement shall be broken in such a manner as to allow the reinforcing steel, if any, to protrude a sufficient distance for lapping or tying with similar reinforcement in the pavement patch. Backfill shall be in accordance with Paragraph 3. After the backfill has been thoroughly compacted, the pavement shall be replaced with processed road gravel (MDOT 22A) stabilized with chloride until such time as the pavement can be replaced with new pavement by the permit licensee. Maintenance of the temporary pavement will be assumed by the City if the contractor fails to do so and cost incurred will be deducted from the permit licensee's deposit.
- 7) **DEPTH OF COVER MATERIAL:** Pipes shall be placed to a depth that will provide not less than four (4) feet of cover between the top of roadway surface and the pipe.
- 8) **TREE TRIMMING OR REMOVAL:** A special permit will be required for any proposed tree trimming or removal.
- 9) Any proposed operation in the right-of-way not covered in the above specifications, submitted with this application shall be done in accordance with additional specifications or instructions deemed necessary by the City or its duly authorized representatives.
- 10) The following must be attached to the application when applicable: a} Map; b} Plans, specifications and location of facility; c} Traffic plan in cases of street closure; d} Proof of insurance; e} City Council resolution granting a franchise or permit to operate a cable television system, telecommunications system or to install other public utilities in the City of Troy.

CASCA VILLAGE OF TROY





500 West Big Beaver
Troy, MI 48084
troymi.gov

J-06

CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Warranty Deed and Five Permanent Easements,
Casca Village of Troy Site Condominium, Sidwell #88-20-04-100-085 & 086

History

As part of the proposed Casca Village of Troy Site Condominium development, the City of Troy received a warranty deed for right-of-way and five permanent easements for public utilities, emergency ingress and egress, sanitary sewers and sidewalk, storm sewers and surface drainage, and water mains from CV Development, LLC, owner of the properties having Sidwell #88-20-04-100-085 & 086.

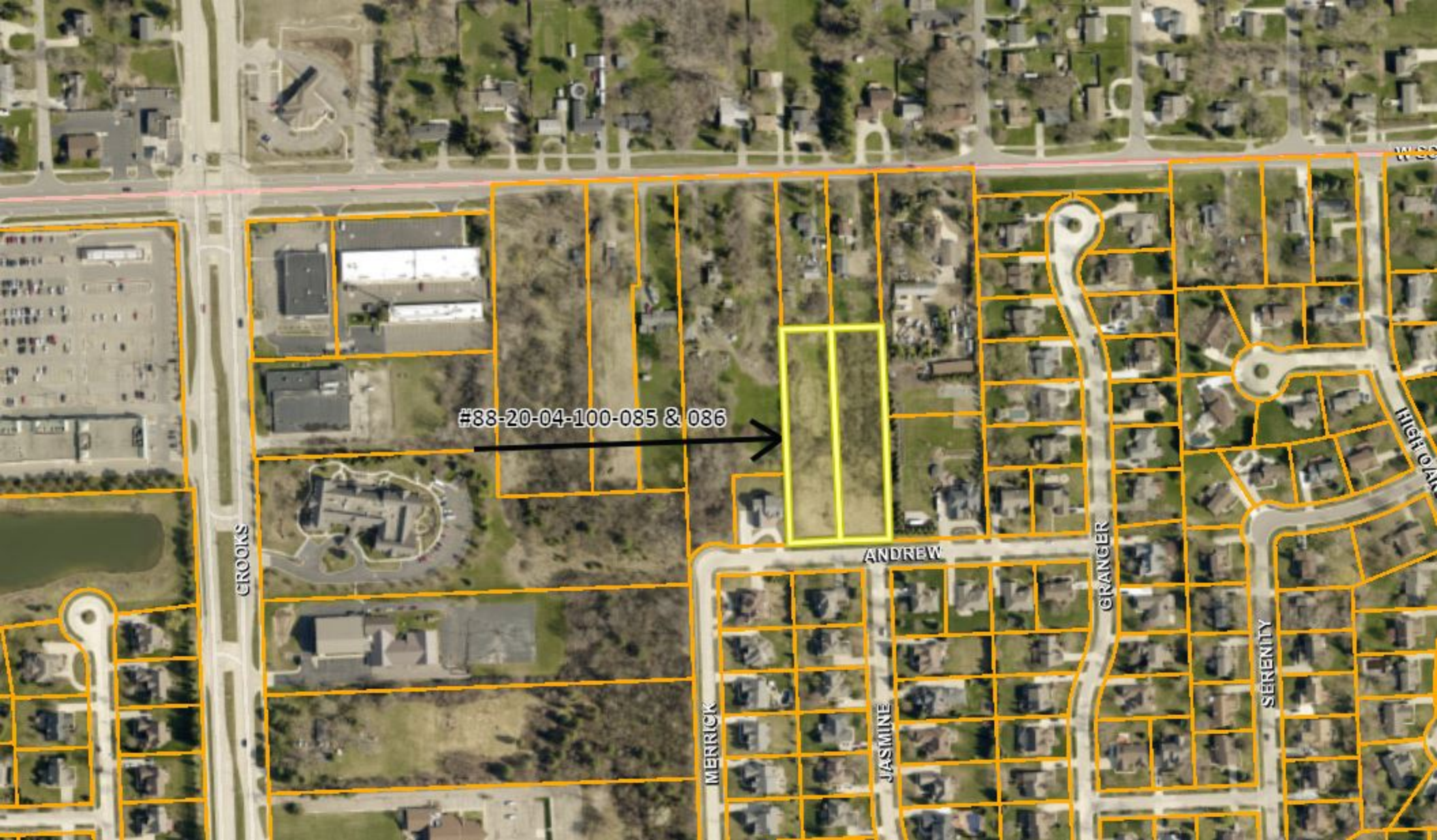
CV Development, LLC proposes a 4-unit single family residential site condominium located in the northwest quarter of Section 4, south of South Boulevard, extending north from Andrew Drive. City of Troy Planning Commission granted preliminary site plan approval on February 9, 2020.

Financial

The consideration amount on each document is \$1.00.

Recommendation

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



#88-20-04-100-085 & 086

CROOKS

MERRICK

ANDREW

JASMINE

GRANGER

SERENITY

HIGH OAK

WARRANTY DEED

Sidwell # 88-20-04-100-086 (part of)

The Grantor(s) **CV DEVELOPMENT, LLC**, a Michigan limited liability company, whose address is: 2617 Beacon Hill Drive, Auburn Hills, MI 48326 convey(s) and warrant(s) to the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver Road, Troy, MI, 48084, the following described premises situated in the City of Troy, County of Oakland and State of Michigan:

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

For the sum of One Dollar and no/cents (\$1.00)

subject to easements and building and use restrictions of record and further subject to:

Dated this 8th day of September, 2022.

CV DEVELOPMENT, LLC
a Michigan limited liability company

By [Signature]
Anthony F. Randazzo
Its: Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of September, 2022, by Anthony F. Randazzo, Manager of CV DEVELOPMENT, LLC, a Michigan limited liability company, on behalf of the company.



Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of OAKLAND

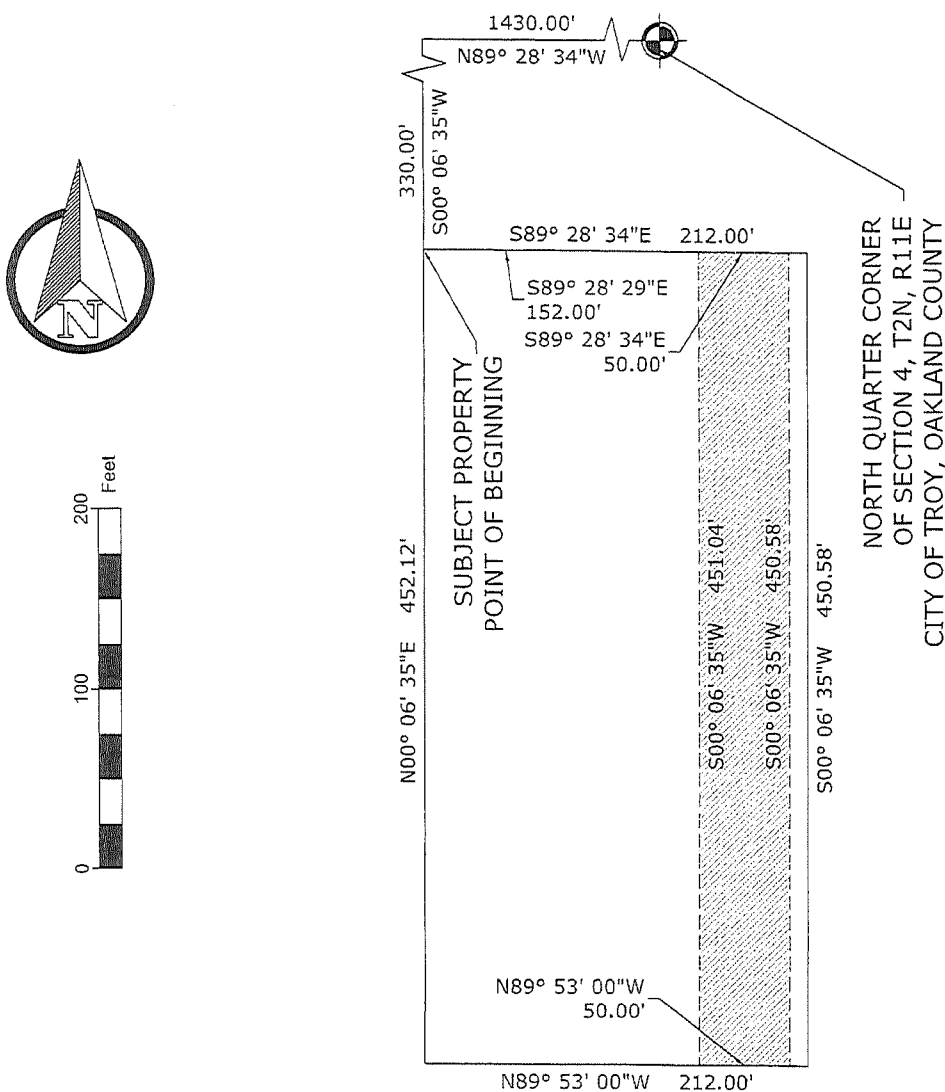
[Signature]
FRANCES PATRICIA TABBI
Notary Public, MACOMB County, MI
My commission expires: 7-15-24
Acting OAKLAND County, MI

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: Grantee	Drafted by: Larysa Figol, SR/WA City of Troy 500 West Big Beaver Troy, MI 48084

Tax Parcel #88-20-04-100-086 (pt. of) Recording Fee _____ Transfer Tax _____

*TYPE OR PRINT NAMES UNDER SIGNATURES

EXHIBIT "A"



RIGHT OF WAY EASEMENT DESCRIPTION

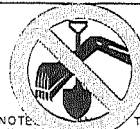
BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST PROPERTY CORNER OF SUBJECT PROPERTY; THENCE ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 152.00' TO THE POINT OF BEGINNING; THENCE CONTINUING ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 50.00'; THENCE S00°06'35"W, 450.58' TO THE SOUTH PROPERTY LINE OF SUBJECT PROPERTY ALSO BEING THE NORTH RIGHT OF WAY LINE OF ANDREW DRIVE ALSO BEING THE NORTH LINE OF "ANDREW SUBDIVISION NO. 2" AS RECORDED IN LIBER 223 OF PLATS, PAGES 29,30,31 AND 32, OAKLAND COUNTY RECORDS; THENCE N89°53'00"W, 50.00'; THENCE N00°06'35"E, 451.04' TO THE POINT OF BEGINNING AND POINT ON NORTH PROPERTY LINE OF SUBJECT PROPERTY; CONTAINING 0.52 ACRES MORE OR LESS.

SUBJECT PROPERTY LEGAL DESCRIPTION (TAX I.D.#20-04-100-085 + 086)

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

© 2013 Powell Engineering & Associates LLC

DATE: 11/10/2021

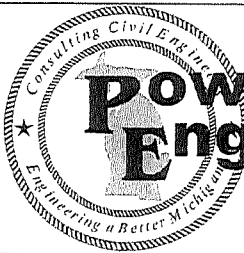


BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

NOTES TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

ROAD DEDICATIONS
EXHIBIT "A"

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



Consulting Civil Engineers
"Engineering A Better
Michigan"

**Powell
Engineering
& Associates, LLC**

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN MCS
DESIGNED MCS
APPROVED MCP
P.E. JOB No. 16-473
SCALE 1"=100'

10F1

**PERMANENT EASEMENT
FOR PUBLIC UTILITIES**

Sidwell #88-20-04-100-086 (part of)

CV DEVELOPMENT, LLC, a Michigan limited liability company, Grantor(s), whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **public 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 1 signature(s)
this 8th day of SEPTEMBER A.D. 2022.



Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of oakland

CV DEVELOPMENT, LLC,
a Michigan limited liability company

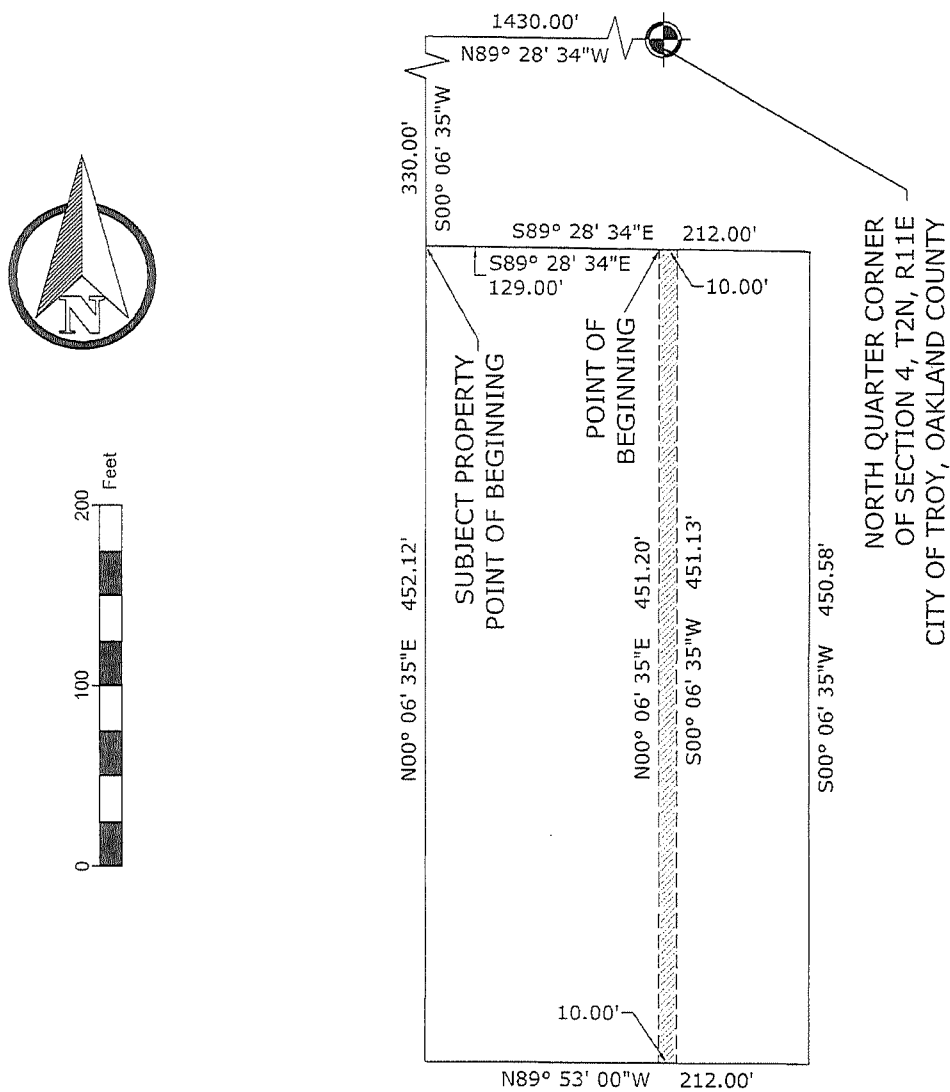
By [Signature] (L.S.)
* Anthony F. Randazzo
Its Manager

STATE OF MICHIGAN)
COUNTY OF oakland)

The foregoing instrument was acknowledged before me this 8th day of SEPTEMBER, 2022, by Anthony F. Randazzo, Manager of CV Development, LLC, a Michigan limited liability company, on behalf of the company.

[Signature]
*FRANCES PATRICIA TABBI
Notary Public, MACOMB County, Michigan
My Commission Expires 7-15-24
Acting in oakland County, Michigan

EXHIBIT "A"



PUBLIC UTILITY EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST CORNER OF SUBJECT PROPERTY; THENCE ALONG THE NORTH LINE PROPERTY LINE S89°28'34"E, 129.00' TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 10.00'; THENCE S00°06'35"W, 451.13' TO THE SOUTH PROPERTY LINE OF SUBJECT PROPERTY ALSO BEING THE NORTH RIGHT OF WAY LINE OF ANDREW DRIVE ALSO BEING THE NORTH LINE OF "ANDREW SUBDIVISION NO. 2" AS RECORDED IN LIBER 223 OF PLATS, PAGES 29,30,31 AND 32, OAKLAND COUNTY RECORDS; THENCE N89°53'00"W, 10.00'; THENCE N00°06'35"E, 451.20' TO THE POINT OF BEGINNING AND POINT ON NORTH PROPERTY LINE OF SUBJECT PROPERTY; SAID UTILITY EASEMENT CONTAINING 0.10 ACRES MORE OR LESS.

SUBJECT PROPERTY LEGAL DESCRIPTION (TAX I.D.#20-04-100-085 + 086)

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

© 2013 Powell Engineering & Associates LLC

DATE: 11/15/2021



BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

NOTE: TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

**PUBLIC UTILITY EASEMENT
EXHIBIT "A"**

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



**Powell
Engineering
& Associates, LLC**

Consulting Civil Engineers
"Engineering A Better
Michigan"

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-473
SCALE	1"=100'

10F1

**PERMANENT EASEMENT
FOR EMERGENCY INGRESS & EGRESS**

Sidwell #88-20-04-100-085 & 086 (part of)

CV DEVELOPMENT, LLC, a Michigan limited liability company, Grantor(s), whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326 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 traverse over all roads by emergency and/or service vehicles for the purpose of ingress and egress for fire and police protection, ambulance and rescue services and other lawful governmental or private emergency services** over the real property situated in the City of Troy, Oakland County, Michigan described as:

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

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 8th day of SEPTEMBER A.D. 2022.

CV DEVELOPMENT, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
*Anthony F. Randazzo
Its Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 8th day SEPTEMBER, 2022, by Anthony F. Randazzo, Manager of CV DEVELOPMENT, LLC, a Michigan limited liability company on behalf of the company.



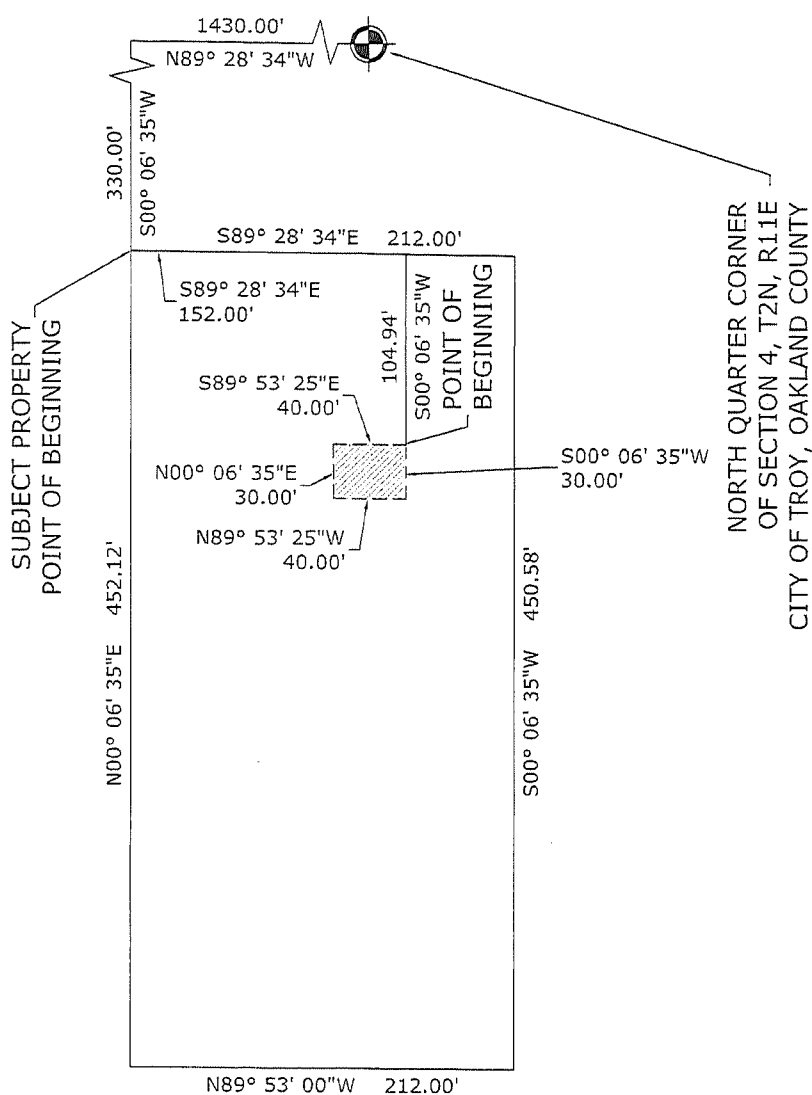
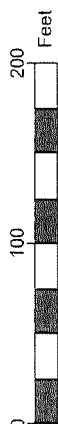
Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of Oakland

[Signature]
*FRANCES PATRICIA TABBI
Notary Public, MACOMB County, Michigan
My Commission Expires on 7-15-24
Acting in OAKLAND County, Michigan

Prepared by:
Larysa Figol
City of Troy
500 W. Big Beaver Road
Troy, MI 48084

Return to:
City Clerk
City of Troy
500 West Big Beaver
Troy, MI 48084

PLEASE SIGN IN BLUE INK AND PRINT OR TYPE NAMES IN BLACK INK UNDER SIGNATURE

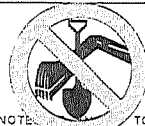


BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, BEING MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST PROPERTY CORNER OF SUBJECT PROPERTY; THENCE ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 152.00'; THENCE S00°06'35"W, 104.94' TO THE POINT OF BEGINNING; THENCE S00°06'35"W, 30.00'; THENCE N89°53'25"W, 40.00'; THENCE N00°06'35"E, 30.00'; THENCE S89°53'25"E, 40.00' TO THE POINT OF BEGINNING. CONTAINING 1200 SQUARE FEET OR 0.0275 ACRES MORE OR LESS.

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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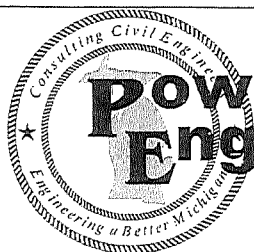
DATE: 11/15/2021



BEFORE YOU DIG
CALL MISS DIG
1-800-482-7177

NOTE: TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY BE ENCOUNTERED IF THE CONTRACTOR DOES NOT EXCAVATE PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE. THE CONTRACTOR SHALL BE RESPONSIBLE FOR DETERMINING THAT ONE OF THE UTILITIES OR STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS BEFORE ANY OF THE START OF ANY CONSTRUCTION.

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



Engineering

& Associates, LLC

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-473
SCALE	1"=100'

10F1

**PERMANENT EASEMENT
FOR SANITARY SEWERS AND SIDEWALKS**

Sidwell #88-20-04-100-086 (part of)

CV DEVELOPMENT, LLC, a Michigan limited liability company, Grantor(s), whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 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 and sidewalks**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 8th day of SEPTEMBER A.D. 2022.

CV DEVELOPMENT, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
* Anthony F. Randazzo
Its Manager

STATE OF MICHIGAN)
COUNTY OF OAKLAND)

The foregoing instrument was acknowledged before me this 8th day of SEPTEMBER, 2022, by Anthony F. Randazzo, Manager of CV Development, LLC, a Michigan limited liability company, on behalf of the company.

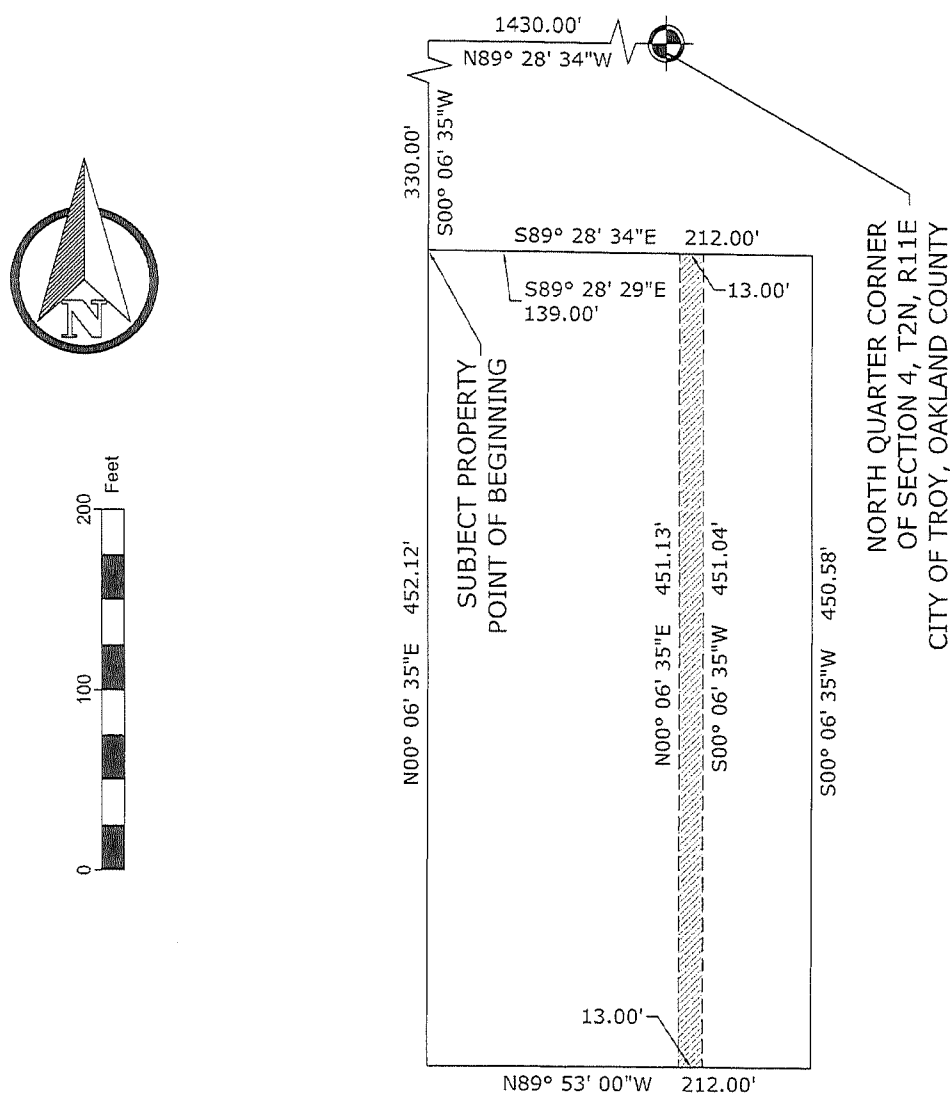


Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of Oakland

[Signature]
* FRANCES PATRICIA TABBI
Notary Public, MACOMB County, Michigan
My Commission Expires 7-15-24
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol, SR/WA, City of Troy, 500 West Big Beaver, Troy, MI 48084
When recorded return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 48084

EXHIBIT "A"



SANITARY SEWER AND SIDEWALK EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT AND SIDEWALK EASEMENT BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST CORNER OF SUBJECT PROPERTY; THENCE ALONG THE NORTH LINE PROPERTY LINE S89°28'34"E, 139.00' TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 13.00'; THENCE S00°06'35"W, 451.04' TO THE SOUTH PROPERTY LINE OF SUBJECT PROPERTY ALSO BEING THE NORTH RIGHT OF WAY LINE OF ANDREW DRIVE ALSO BEING THE NORTH LINE OF "ANDREW SUBDIVISION NO. 2" AS RECORDED IN LIBER 223 OF PLATS, PAGES 29,30,31 AND 32, OAKLAND COUNTY RECORDS; ; THENCE N89°53'00"W, 13.00'; THENCE N00°06'35"E, 451.13' TO THE POINT OF BEGINNING AND POINT ON NORTH PROPERTY LINE OF SUBJECT PROPERTY; SAID UTILITY EASEMENT CONTAINING 0.13 ACRES MORE OR LESS.

SUBJECT PROPERTY LEGAL DESCRIPTION (TAX ID.#20-04-100-085 + 086)

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

© 2013 Powell Engineering & Associates LLC

DATE: 10/31/2021

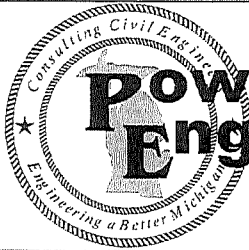


BEFORE YOU DIG
CALL MISS DIG
1-800-482-717

NOTES TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-717, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

SANITARY SEWER EASEMENT
EXHIBIT "A"

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



Consulting Civil Engineers
"Engineering A Better
Michigan"

**Powell
Engineering
& Associates, LLC**

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN MCS
DESIGNED MCS
APPROVED MCP
P.E. JOB No. 16-473
SCALE 1"=100'

10F1

**PERMANENT EASEMENT
FOR STORM SEWERS AND SURFACE DRAINAGE**

Sidwell #88-20-04-100-085 & 086 (part of)

CV DEVELOPMENT, LLC, a Michigan limited liability company, Grantor(s), whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **storm sewers and surface drainage**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 8th day of SEPTEMBER A.D. 2022.

CV DEVELOPMENT, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
* Anthony F. Randazzo
Its Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 8th day of SEPTEMBER, 2022, by Anthony F. Randazzo, Manager of CV Development, LLC, a Michigan limited liability company, on behalf of the company.

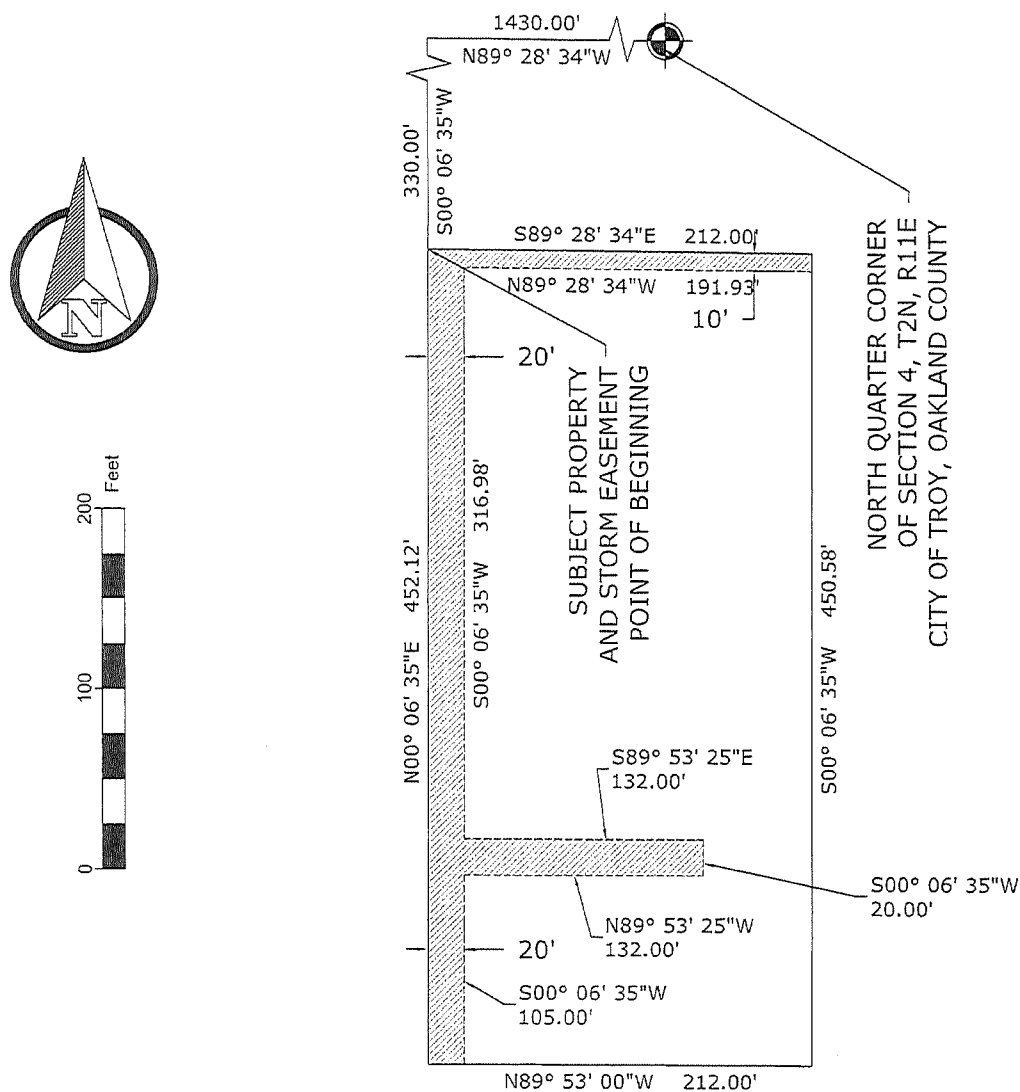


Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of OAKLAND

[Signature]
*FRANCES PATRICIA TABBI
Notary Public, MACOMB County, Michigan
My Commission Expires 7-15-24
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol, SR/WA, City of Troy, 500 West Big Beaver, Troy, MI 48084
When recorded return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 48084

EXHIBIT "A"



STORM SEWER AND DRAINAGE EASEMENT DESCRIPTION

A PERMANENT STORM SEWER AND DRAINAGE EASEMENT IN PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST PROPERTY CORNER AND THE POINT OF BEGINNING FOR SAID EASEMENT; THENCE ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 212.00' TO THE EAST PROPERTY LINE OF SUBJECT PROPERTY; THENCE ALONG THE EAST PROPERTY LINE OF SUBJECT PROPERTY S00°06'35"W, 10.00'; THENCE N89°28'34"W, 191.93'; THENCE S00°06'35"W, 316.98'; THENCE S89°53'25"E, 132.00'; THENCE S00°06'35"W, 20.00'; THENCE N89°53'25"W, 132.00'; THENCE S00°06'35"W, 105.00' TO THE SOUTH PROPERTY LINE OF SUBJECT PROPERTY AND THE NORTH RIGHT OF WAY LINE OF ANDREW DRIVE ALSO BEING THE NORTH LINE OF "ANDREW SUBDIVISION NO. 2" AS RECORDED IN LIBER 223 OF PLATS, PAGES 29,30,31 AND 32, OAKLAND COUNTY RECORDS; THENCE ALONG SUBJECT PROPERTY LINE N89°53'00"W, 20.00' TO THE WEST PROPERTY LINE OF SUBJECT PROPERTY; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 0.31 ACRES MORE OR LESS.

SUBJECT PROPERTY LEGAL DESCRIPTION (TAX I.D.#20-04-100-085 + 086)

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

© 2013 Powell Engineering & Associates LLC

DATE: 10/31/2021

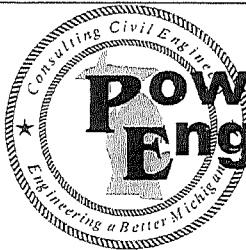


BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

NOTES: TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPO AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

STORM SEWER & DRAINAGE EASEMENT
EXHIBIT "A"

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



Consulting Civil Engineers
"Engineering A Better
Michigan"

**Powell
Engineering**
& Associates, LLC

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-473
SCALE	1"=100'

10F1

**PERMANENT EASEMENT
FOR WATER MAINS**

Sidwell #88-20-04-100-086 (part of)

CV DEVELOPMENT, LLC, a Michigan limited liability company, Grantor(s), whose address is 2617 Beacon Hill Drive, Auburn Hills, MI 48326 for and in consideration of the sum of: One and no/100 Dollars (\$1.00) paid by the **CITY OF TROY**, a Michigan municipal corporation, Grantee, whose address is 500 West Big Beaver, Troy, MI 48084, grants to the Grantee the right to access, construct, reconstruct, modify, operate, maintain, repair, upgrade, improve, inspect, enlarge or remove and/or replace **water mains**, said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

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

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed 1 signature(s)
this 8th day of SEPTEMBER A.D. 2022.

CV DEVELOPMENT, LLC,
a Michigan limited liability company

By [Signature] (L.S.)
* Anthony F. Randazzo
Its Manager

STATE OF MICHIGAN
COUNTY OF OAKLAND

The foregoing instrument was acknowledged before me this 8th day of SEPTEMBER, 2022, by Anthony F. Randazzo, Manager of CV DEVELOPMENT, LLC, a Michigan limited liability company, on behalf of the company.

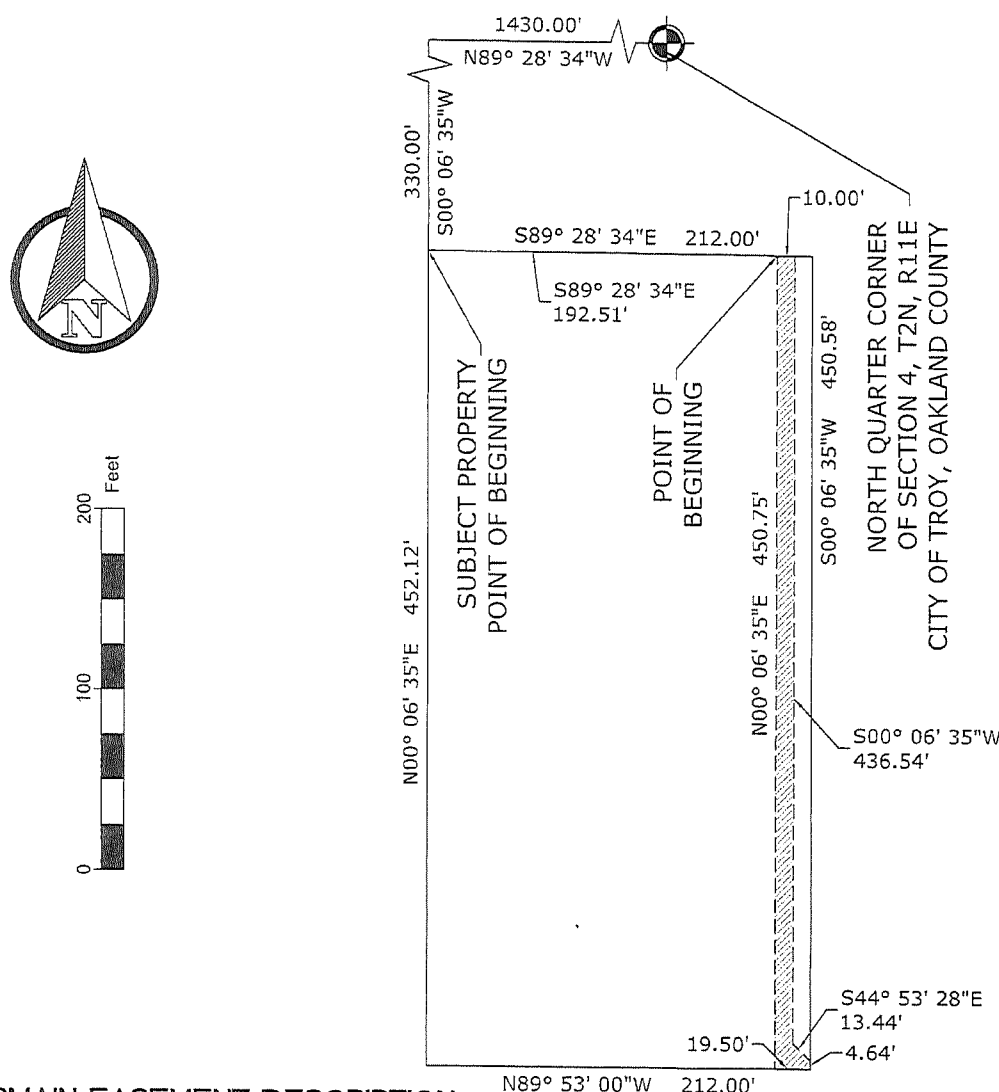


Frances Patricia Tabbi
NOTARY PUBLIC - STATE OF MICHIGAN
County of Macomb
My Commission Expires 7/15/2024
Acting in the County of OAKLAND

[Signature]
* FRANCES PATRICIA TABBI
Notary Public, MACOMB County, Michigan
My Commission Expires 7-15-24
Acting in OAKLAND County, Michigan

Prepared by: Larysa Figol, SR/WA, City of Troy, 500 West Big Beaver, Troy, MI 48084
When recorded return to: City Clerk, City of Troy, 500 West Big Beaver, Troy, MI 48084

EXHIBIT "A"



WATERMAIN EASEMENT DESCRIPTION

A PERMANENT UTILITY EASEMENT BEING PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: MORE PARTICULARLY DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE NORTHWEST PROPERTY CORNER OF SUBJECT PROPERTY; THENCE ALONG THE NORTH LINE PROPERTY LINE S89°28'34"E, 192.51' TO THE POINT OF BEGINNING OF SAID EASEMENT; THENCE CONTINUING ALONG THE NORTH PROPERTY LINE OF SUBJECT PROPERTY S89°28'34"E, 10.00'; THENCE S00°06'35"W, 436.54'; THENCE S44°53'28"E, 13.44' TO THE EAST PROPERTY LINE OF SUBJECT PROPERTY; THENCE ALONG THE EAST PROPERTY LINE S00°06'35"W 4.64' TO THE SOUTH PROPERTY LINE OF SUBJECT PROPERTY ALSO BEING THE NORTH RIGHT OF WAY LINE OF ANDREW DRIVE ALSO BEING THE NORTH LINE OF "ANDREW SUBDIVISION NO. 2" AS RECORDED IN LIBER 223 OF PLATS, PAGES 29,30,31 AND 32, OAKLAND COUNTY RECORDS; THENCE N89°53'00"W, 19.50'; THENCE N00°06'35"E, 450.75' TO THE POINT OF BEGINNING AND POINT ON NORTH PROPERTY LINE OF SUBJECT PROPERTY; SAID UTILITY EASEMENT CONTAINING 0.11 ACRES MORE OR LESS.

SUBJECT PROPERTY LEGAL DESCRIPTION (TAX I.D.#20-04-100-085 + 086)

PART OF THE NORTHWEST QUARTER OF SECTION 4, T2N, R11E, CITY OF TROY, OAKLAND COUNTY, MICHIGAN, DESCRIBED AS: COMMENCING AT THE NORTH QUARTER CORNER OF SECTION 4; THENCE ALONG THE NORTH LINE OF SECTION 4, N89°28'34"W, 1430.00'; THENCE S00°06'35"W, 330.00' TO THE POINT OF BEGINNING; THENCE S89°28'34"E, 212.00'; THENCE S00°06'35"W, 450.58'; THENCE ALONG THE NORTH LINE OF "ANDREW FARMS SUB. NO. 2", AS RECORDED IN LIBER 223 OF PLATS, PAGES 29, 30, 31, AND 32, OAKLAND COUNTY RECORDS, AND ALONG THE NORTH LINE OF ANDREW DRIVE, 60.00 FEET WIDE, N89°53'00"W 212.00'; THENCE N00°06'35"E, 452.12' TO THE POINT OF BEGINNING. CONTAINS 2.197 ACRES. SUBJECT TO EASEMENTS AND RESTRICTIONS OF RECORD.

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DATE: 10/31/2021



BEFORE YOU DIG
CALL MISS DIG
1-800-482-7171

NOTE: TO THE CONTRACTOR VARIOUS UTILITIES AND UNDERGROUND STRUCTURES ARE SHOWN ON THESE PLANS AND PROFILES. ALL INFORMATION CONCERNING ALL UTILITIES SHOWN ON THE PLANS AND PROFILES IS TAKEN FROM FIELD TOPC AND/OR AVAILABLE RECORDS, BUT THE OWNER AND ENGINEER DOES NOT GUARANTEE THEIR LOCATION/ELEVATION, OR THAT ADDITIONAL UNDERGROUND STRUCTURES OR UTILITIES MAY NOT BE ENCOUNTERED. IF THE CONTRACTOR DOES ENCOUNTER A PREVIOUSLY UNIDENTIFIED UTILITY AND/OR STRUCTURE, OR DETERMINES THAT ONE OF THE UTILITIES / STRUCTURES SHOWN ON THESE PLANS IS INCORRECTLY LOCATED, THE CONTRACTOR SHALL IMMEDIATELY NOTIFY THE OWNER AND ENGINEER FOR DIRECTION ON HOW TO PROCEED. THE CONTRACTOR WILL BE RESPONSIBLE FOR ALL DAMAGE TO EXISTING UTILITIES. NOTIFY "MISS DIG" AT 1-800-482-7171, 72 HOURS PRIOR TO THE START OF ANY CONSTRUCTION.

WATERMAIN EASEMENT EXHIBIT "A"

ANDREW DRIVE, CITY OF TROY, OAKLAND COUNTY, MI 48098



Powell Engineering & Associates, LLC

Consulting Civil Engineers
"Engineering A Better Michigan"

4700 Cornerstone Dr.
White Lake, MI 48383
Office: 248.714.9895

Email: help@powelleng.net

DRAWN	MCS
DESIGNED	MCS
APPROVED	MCP
P.E. JOB No.	16-473
SCALE	1"=100'

10F1



CITY COUNCIL AGENDA ITEM

Date: September 12, 2022

To: Mark F. Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
R. Brent Savidant, Community Development Director
William J. Huotari, City Engineer
Larysa Figol, Sr. Right-of-Way Representative

Subject: Request for Acceptance of a Permanent Easement, Motor City Church International, Sidwell #88-20-22-101-034

History

As part of a redevelopment project proposed by Motor City Church International, located in the northwest ¼ of Section 22 on the east side of Livernois Road, the City of Troy received a permanent easement for water mains from Motor City Church International, owners of the property identified with Sidwell #88-20-22-101-034.

Financial

The consideration amount on this document is \$1.00.

Recommendation

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

EWATTLES

Sidwell #88-20-22-101-034

LIVER

**PERMANENT EASEMENT
FOR WATERMAINS**

Sidwell #88-20-22-101-034 (pt of)

MOTOR CITY CHURCH INTERNATIONAL, fka ZION CHRISTIAN CHURCH FOUNDATION, a Michigan nonprofit corporation, Grantor, whose address is 3668 Livernois, Troy, MI 48083, 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 or remove and/or replace water mains said easement for land situated in the City of Troy, Oakland County, Michigan described as:

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

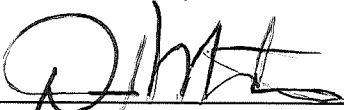
and to enter upon sufficient land adjacent to said improvement(s) for the purpose of the construction, operation, maintenance, repair and/or replacement thereof.

The premises so disturbed by the exercise of any of the foregoing powers shall be reasonably restored to its original condition by the Grantee.

This instrument shall be binding upon and inure to the benefit of the parties hereto, their heirs, representatives, successors and assigns and the covenants contained herein shall run with the land.

IN WITNESS WHEREOF, the undersigned hereunto affixed one signature(s)
this 9th day of September, 2022.

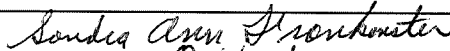
MOTOR CITY CHURCH INTERNATIONAL, a
Michigan nonprofit corporation

By  (L.S.)
David Martin
Its: President

STATE OF MICHIGAN)
COUNTY OF Oakland)

The foregoing instrument was acknowledged before me this 9th day of September, 2022,
by David Martin, President of Motor City Church International, a Michigan nonprofit corporation, on behalf
of the corporation.

SANDRA ANN FRANKENSTEIN
Notary Public, State of Michigan
County of Oakland
My Commission Expires Jun. 10, 2024
Acting in the County of Oakland

* 
Notary Public, Oakland County, Oakland
My Commission Expires 6-10-24
Acting in Oakland 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"
LEGAL DESCRIPTIONS

LEGAL DESCRIPTION
(Per PEA Group)

PROPOSED CHURCH PARCEL – PART OF PARCEL NO. 20–22–101–034

Land in part of the Southwest 1/4 of Northwest 1/4 of Section 22, Town 2 North, Range 11 East, City of Troy, Oakland County, Michigan being more particularly described as:

Commencing at the West 1/4 corner of said Section 22, thence N00°21'14"E, 164.52 feet along the west line of Section 22; thence S89°34'00"E, 60.00 feet to the east line of Livernois Road (60' wide – Public) and the POINT OF BEGINNING;

thence N00°21'14"E, 400.00 feet along said east line;
thence S89°34'00"E, 871.20 feet;
thence S00°21'14"W, 400.00 feet;
thence N89°34'00"W, 871.20 feet to the aforementioned east line of Livernois Road and the POINT OF BEGINNING.
Containing ±8.00 acres, more or less.

LEGAL DESCRIPTION
(Per PEA Group)

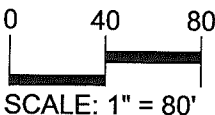
20' WIDE WATER MAIN EASEMENT

A 20 foot wide water main easement over part of the Southwest 1/4 of Northwest 1/4 of Section 22, 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 22, thence N00°21'14"E, 164.52 feet along the west line of Section 22; thence S89°34'00"E, 60.00 feet to the east line of Livernois Road (60' wide); thence along said east line N00°21'14"E, 100.00 feet to the centerline of an existing water main easement, as recorded in Liber 8200, Page 196; thence along said existing easement centerline the following two courses: S89°34'00"E, 169.53 feet and N00°20'25"E, 243.08 feet to the POINT OF BEGINNING;

thence S89°38'22"E, 184.30 feet to the POINT OF ENDING.

MOTOR CITY CHURCH
3668 LIVERNOIS
TROY, MICHIGAN

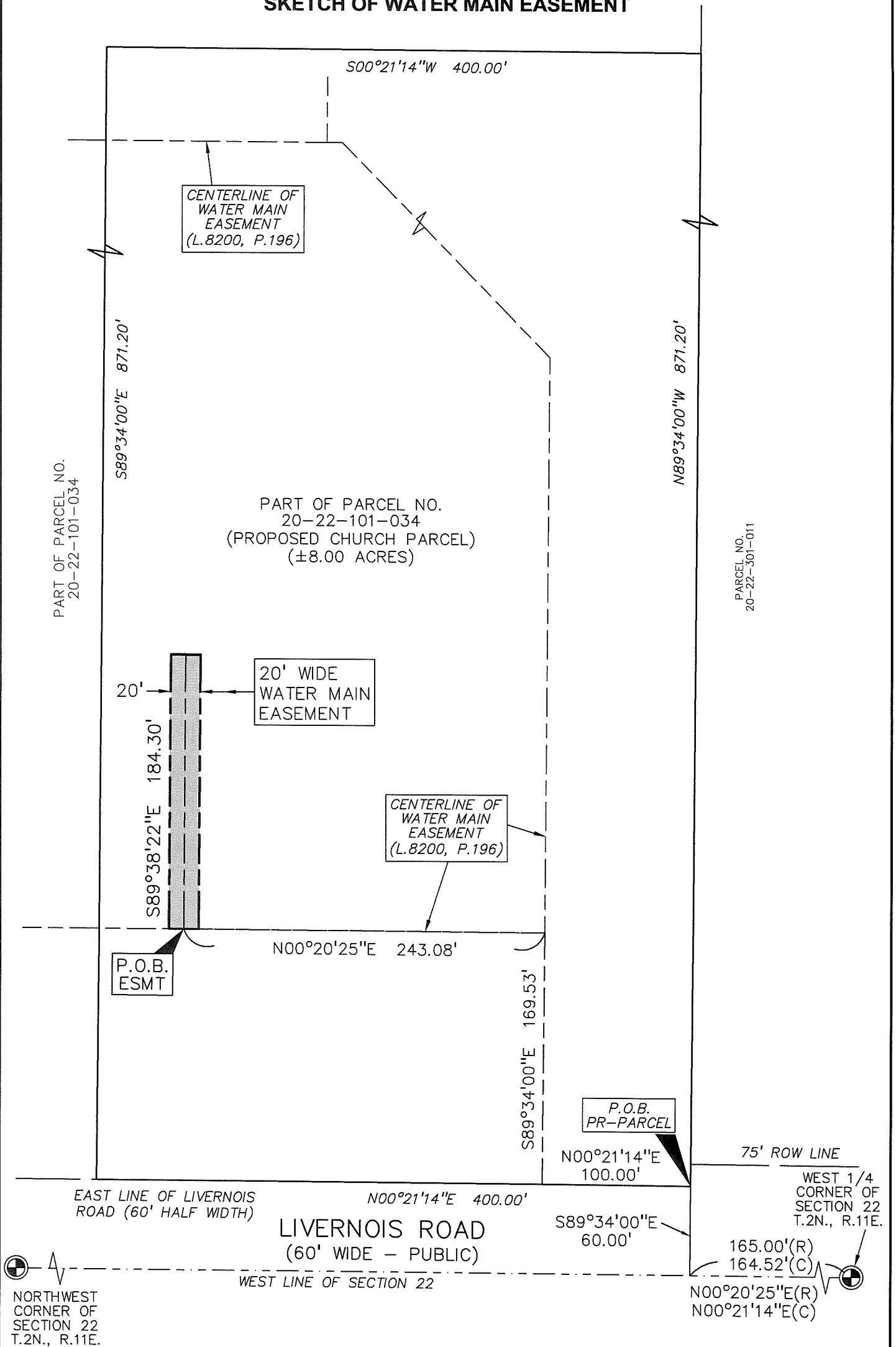


SHEET 2 OF 2
AUGUST 8, 2022
2021-0233

PEA
GROUP

t: 844.813.2949
www.peagroup.com

SKETCH OF WATER MAIN EASEMENT



MOTOR CITY CHURCH
3668 LIVERNOIS
TROY, MICHIGAN

0 40 80
SCALE: 1" = 80'

SHEET 1 OF 2
AUGUST 8, 2022
2021-0233

PEA GROUP

t: 844.813.2949
www.peagroup.com

Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 9, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Toby Buechner
Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis
Sadek Rahman
John J. Tagle

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2022-08-043

Moved by: Krent
Support by: Rahman

RESOLVED, To approve the Agenda as prepared.

Yes: All present (9)

MOTION CARRIED

3. APPROVAL OF MINUTES – July 26, 2022

Resolution # PC-2022-08-044

Moved by: Buechner
Support by: Faison

RESOLVED, To approve the minutes of the July 26, 2022 Regular meeting as submitted.

Yes: Buechner, Faison, Hutson, Krent, Lambert, Malalahalli, Rahman, Tagle
Abstain: Perakis

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

PLANNED UNIT DEVELOPMENT

5. PUBLIC HEARING – PLANNED UNIT DEVELOPMENT (File Number PUD 2020-0018) – Proposed Concept Development Plan for Long Lake and Crooks Masterplan Development, Northwest Corner of Long Lake and Crooks, Section 8, Currently Zoned O (Office) Zoning District

Mr. Carlisle said the Planned Unit Development (PUD) application before the Board this evening is a formal submittal. He said the Planning Commission discussed two draft concept plans presented by the applicant at their January 12, 2021 and February 8, 2022 meetings.

Mr. Carlisle explained the three-step PUD application process and addressed the intent of a PUD application. He addressed highlights of the concept plan, proposed mix of uses, the changes since last reviewed, the four separate development areas proposed and associated amenities within those areas. Mr. Carlisle reviewed the applicant's proposed development parameters, relating to maximum square footage, minimum and maximum number of floors, minimum and maximum building height, and dimensional setbacks.

Mr. Carlisle said the applicant seeks flexibility to build any development area in any sequence, with one restriction that development area 4 (hotel/residential) and retail/restaurant pads can be built as part of any phase except they cannot be the first development built on site. He said the applicant seeks flexibility of all permitted and special uses in Office Mixed (OM), Office (O), or General Business (GB) zoning districts.

In summary, Mr. Carlisle asked the Board to consider public comments at the Public Hearing, and as part of their deliberation, to consider 1) the proposed development guidelines relating to building height and setbacks; 2) the proposed permitted and special uses; 3) if the PUD Standards in Section 11.03 of the Zoning Ordinance are met; and 4) if the proposed benefits are commensurate with the requested relief/development flexibility.

Mr. Savidant clarified a modification/correction to the development guidelines proposed by the applicant. Development area 1 (hotel/residential) should read 350,000 square feet, not 105,000 square feet.

Discussion among administration and Planning Commission:

- Flexibility in terms of what gets built, timing and location as proposed by applicant.
- Significance in determining appropriate uses and building heights.
- Gateway to North Troy and wayfinding signage.
- PUD Development Agreement.
 - Ms. Dufrane stated agreement is essentially standard agreement language except for unique aspects relating to development phases and development areas.
- Urban Residential (UR) zoning district; high density residential district in line with Master Plan.
- Preservation of State-regulated wetlands.
- Tree survey and mitigation; determined at each development phase, must meet site plan requirements.
- Green space/open space must be generally consistent with approved concept plan; what, where, size, whether for public use determined at each development phase and must meet site plan requirements.
- Housing types must be generally consistent with approved concept plan and must meet site plan requirements.

Anthony Antone of Kojoian introduced the project team present in the audience; Project Architect Chris Beck of Gensler, Attorney Tyler Tennent of Dawda Mann PLC, Environmental Engineer Leslie Accardo of PEA, and CEO of Hunter Pasteur Homes Randy Wertheimer.

Mr. Antone stated the residential component (development area 1) would be the first phase of development. He said the proposed uses for the overall project are residential, office and retail and are defined in the PUD Development Agreement. Mr. Antone said the development configuration is based on the market and potential clients. He noted configuration might change during the development process. Mr. Antone said the State-regulated wetlands (1.9 acres) will remain as is. He addressed proposed development areas, phases and amenities. He indicated adjacent businesses were notified of the proposed project.

Mr. Rahman asked if the center building could be moved to the street and the parking structure moved to an internal location. At the request of Mr. Rahman, an image was displayed on the wall monitor depicting a large green courtyard surrounded by building(s).

Mr. Antone stated moving the center building to the street would not be sensible from an architectural or marketing standpoint.

Mr. Wertheimer said placing residential the furthest point from a heavily trafficked and noisy street is essential for success. He noted the sequence of development phases would be residential, amenities, office, restaurant and hotel. Mr. Wertheimer said development area 3 would be flexible on what the market determines.

Ms. Perakis expressed dissatisfaction in what she views as no changes in the concept plan since last presented to the Board even though the Board offered specific suggestions. She said there is nothing unique about the proposed *Gateway to North Troy* development. Ms. Perakis recommended suggestions for the creation of a destination for residents to live, work and play: 1) phase 1 should be a pedestrian boulevard along with paths and natural features; 2) the parking structure with retail on the first floor should be the anchor building in the center of the PUD; 3) the pedestrian boulevard should run parallel to Long Lake with retail along Long Lake that fronts the pedestrian boulevard; 4) access to the pedestrian boulevard should be off Crooks and Corporate Drive. At the request of Ms. Perakis, images were displayed on the wall monitor that depicted existing parking structures located in Ann Arbor, East Lansing and Detroit. Ms. Perakis referenced page 192 of the Master Plan, “Strategy: Create a community gathering space” and addressed the application’s relationship to the PUD Standards.

Mr. Wertheimer stated details of the concept plan would come forth with each phase and at site plan submittal. He said the team’s focus is on the first step of approval of a concept plan and they look forward to providing specific details with individual site plan submittals. Mr. Wertheimer said the project team is asking for a consensus on the uses, building sizes and building heights at this time. He stated that 25% of the site is open green space. Mr. Wertheimer apologized if he is misinterpreting the PUD process and addressed the importance of landscape and architectural designs that would be presented at site plan review and approval.

Ms. Malalahalli said the concept plan appears industrial, like four rectangular Lego blocks with too much parking. She encouraged a concept plan that would *wow* the Board, to incorporate a promenade or plaza area, a connected pathway and a community stage to engage a public destination.

Mr. Tagle said it appears the development team has not *sold* the Planning Commission on its concept plan and encouraged the team to share a presentation inclusive of ideas, graphics and words that would get the Board excited about the project. He asked the applicant to address the product the team envisions for development area 1.

Mr. Wertheimer said the product would be a five to seven story luxury residential building similar to what one sees in Birmingham, West Bloomfield and Corktown. He identified some amenities as a rooftop pool, an expansive workout facility, a work-from-home office setting, state-of-the-art technology and concierge services.

Mr. Krent referenced a proposed development project at the former K-Mart Headquarters that *wowed* the Planning Commission with its pavilion style development.

Chair Lambert suggested a connected hub for public transportation.

Mr. Antone addressed the change in the configuration of office buildings since the pandemic. He said offices are becoming highly amenitized to bring employees back to what was the standard office building. Mr. Antone noted proposed parking is less than two acres of the overall project.

PUBLIC HEARING OPENED

- Laury Shah, 1448 Brentwood Drive, Troy; addressed personal visions of developing property; native grasses, lush vegetation, botanical garden, minimum height of buildings, noise buffer.
- Wei Cao, 6816 Vernmoor, Troy; shared concurrence with Planning Commission comments on the parking structure and amenities, encouraged a gathering destination and pedestrian boulevard.

PUBLIC HEARING CLOSED

Chair Lambert announced the Planning Department received 10 to 15 email messages, copies of which were placed in front of Board members prior to tonight's meeting. Chair Lambert shared the messages expressed concerns with the destruction of green space and building heights.

Mr. Hutson said he would like to see the PUD Development Agreement be modified to include: 1) reduce the three buildings to a maximum height of eight (8) stories; 2) that no development phase should commence until the first development phase is complete; and 3) that the permitted and special uses are specifically identified. Mr. Hutson said he agrees with comments expressed by Ms. Perakis.

Ms. Dufrane stated the Planning Commission as a recommending body to City Council is responsible to forward either an affirmative or negative recommendation to City Council. In response to the Board's query if it is appropriate to postpone the item, she responded it would be reasonable to postpone the application one time should the Board desire.

Resolution # PC-2022-08-045

Moved by: Lambert
Support by: Buechner

RESOLVED, To postpone action on the PUD application to give the applicant an opportunity to consider input from the Commissioners on the overall concept plan and to give the Board a feel for what the entire project will look like.

Discussion on the motion on the floor.

Ms. Perakis addressed specific language she would like to incorporate in the Resolution as relates to parking structure location, pedestrian pathway, promenade/boulevard, relationship to Master Plan vision, uniqueness and creation of a destination point.

Mr. Antone and Mr. Wertheimer asked the Board to realistically consider the traffic impact and accessibility to the site as relates to the placement of the buildings.

Mr. Faison suggested design specifics should not be attached to the Resolution.

Mr. Hutson suggested to postpone the item with no specificity attached to the Resolution.

Ms. Dufrane said the attorney's office would collaborate with the applicant's attorney to tighten up the language on permitted and special uses.

Vote on the motion on the floor.

Yes: All present (9)

MOTION CARRIED

Ms. Perakis addressed existing traffic problems in the area and cautioned the applicant to not come back with an excuse that the traffic impact would prevent a pedestrian boulevard.

OTHER ITEMS

6. **PUBLIC COMMENT** – For Items on the Agenda

There was no one present who wished to speak.

7. **PLANNING COMMISSION COMMENT**


Mr. Carlisle addressed the Master Plan Update with respect to the release of census data in May 2023. He said during City staff discussion, it's been determined that the policy changes and amendments to the updated Master Plan would not be fundamentally impacted by updated census data, and it is recommended to continue with the process of finalizing the draft Master Plan and start the adoption process. Mr. Carlisle said the 2023 census data when released would be added as an addendum to the updated Master Plan.

After a brief discussion, Board members agreed to go forward with the Master Plan Update.

8. **ADJOURN**

The Regular meeting of the Planning Commission adjourned at 8:55 p.m.

Respectfully submitted,

A handwritten signature in black ink, appearing to read "David Lambert", written over a horizontal line.

David Lambert, Chair

A handwritten signature in blue ink, appearing to read "Kathy L. Czarnecki", written over a horizontal line.

Kathy L. Czarnecki, Recording Secretary

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Chair Lambert called the Regular meeting of the Troy City Planning Commission to order at 7:00 p.m. on August 23, 2022, in the Council Chamber of the Troy City Hall. Chair Lambert and Vice Chair Perakis presented opening remarks relative to the role of the Planning Commission and procedure of tonight's meeting.

1. ROLL CALL

Present:

Carlton M. Faison
Michael W. Hutson
Tom Krent
David Lambert
Lakshmi Malalahalli
Marianna Perakis
John J. Tagle

Absent:

Toby Buechner
Sadek Rahman

Also Present:

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

2. APPROVAL OF AGENDA

Resolution # PC-2022-08-046

Moved by: Krent
Support by: Tagle

RESOLVED, To approve the Agenda as prepared.

Yes: All present (7)
Absent: Buechner, Rahman

MOTION CARRIED

3. APPROVAL OF MINUTES – August 9, 2022

Resolution # PC-2022-08-047

Moved by: Malalahalli
Support by: Perakis

RESOLVED, To approve the minutes of the August 9, 2022 Regular meeting as submitted.

Yes: All present (7)
Absent: Buechner, Rahman

MOTION CARRIED

4. PUBLIC COMMENT – For Items Not on the Agenda

There was no one present who wished to speak.

OTHER ITEMS

5. STUDY ITEM – POTENTIAL REZONING AND PRELIMINARY SITE PLAN – Elevate Mixed Use Development, Southeast Corner of Big Beaver and Todd (1985 W. Big Beaver, 1936 Butterfield, 1787 W. Big Beaver and PIN 88-20-29-226-020), Section 29, Currently Zoned BB (Big Beaver), P (Parking) and R-1C (One Family Residential) Zoning Districts

Mr. Carlisle presented background information on a potential Rezoning and Preliminary Site Plan for Elevate Mixed Use Development. He addressed the proposed combination of five parcels to construct a new five-story mixed use building that wraps around an existing building. The application proposes a 7,000 square foot restaurant, a 70-unit apartment building and a drop off circle with valet service located between the restaurant and apartment building. Mr. Carlisle addressed parking, the applicant's request for relief of 54 parking spaces, access points, amenities and an existing office parcel under separate ownership that is not part of the application. He reported the applicant has not indicated which zoning district would be sought for the rezoning.

Mr. Carlisle reported the application presented this evening is a conceptual plan only and no action would be taken.

Mr. Carlisle asked the Planning Commission to consider the following:

- Is the plan consistent with the City Master Plan?
- Does the Planning Commission support the proposed mix of uses and housing types? Are there additional types or changes in types that the Planning Commission thinks should be considered?
- Is there concern about the future of the remaining parcel zoned Office that is not part of the application?
- Are there site plan changes that the applicant should consider?
- Are there other onsite amenities that the applicant should include?
- Are there other considerations that should be discussed with the applicant?

Discussion among administration and Planning Commission:

- Potential partnership with office building not included in rezoning application.
- Parking; location, residential/restaurant uses, covered/uncovered, shared, valet/self-parking.
- Parking study required and parking requirements must be met with application submittal.

Mr. Savidant introduced property owner Jason Hamama of Encore Development and the architectural team, Peter Stuhlreyer and Mike Pizzola of Designhaus.

Some comments during discussion related to:

- Relationship of apartment building to restaurant.
- Consideration to locate apartment building further south.
- Zoning districts that applicant might seek to rezone parcels; Big Beaver (BB) or Planned Unit Development (PUD).
- Straight rezoning request versus conditional rezoning request.
- Parking; shared, valet, self-parking, consideration of additional parking level if needed.
- Potential use of parcel under separate ownership should it be acquired; encourage partnership of exempt parcel in rezoning application.
- Five (5) foot sidewalk would be provided to accommodate pedestrian traffic.
- Banquet room and co-workspace are for use by apartment residents only.

Mr. Savidant summarized Planning Commission comments:

- Support rezoning to the Big Beaver zoning district.
- Come back with a workable parking design.
- Consider pulling residential further to the south.
- Encourage owner of parcel exempt from conceptual plan to participate in rezoning process.

6. PLANNING COMMISSION SCHEDULE – Resolution to Cancel October 11, 2022 Regular Meeting

Mr. Savidant said attendance by Planning Commission members and staff at the Annual Michigan Association Planning Conference in Mackinaw Island this October compromises attendance at the October 11, 2022 Regular Planning Commission meeting.

After a brief discussion, it was the consensus of the Planning Commission to cancel the October 11, 2022 regularly scheduled meeting.

Resolution # PC-2022-08-048

Moved by: Krent

Support by: Malalahalli

RESOLVED, To cancel the Planning Commission Regular meeting scheduled for October 11, 2022.

Yes: All present (7)

Absent: Buechner, Rahman

MOTION CARRIED

7. PUBLIC COMMENT – For Items on the Agenda

There was no one present who wished to speak.

Chair Lambert opened the floor to Planning Commission comment. There were no Planning Commission comments.

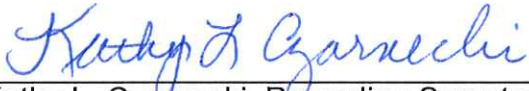
8. ADJOURN

The Regular meeting of the Planning Commission adjourned at 7:40 p.m.

Respectfully submitted,



David Lambert, Chair



Kathy L. Czarnecki, Recording Secretary

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CITY COUNCIL AGENDA ITEM

Date: September 15, 2022

To: Mark Miller, City Manager

From: Robert J. Bruner, Assistant City Manager
Emily Dumas, Library Director
Phillip Kwik, Assistant Library Director

Subject: Update on the Troy Public Library Youth Area Renovation

In February 2019, after discussions with City Management, Troy Public Library staff began planning for the renovation of the Youth area of the Library. The City hired the Troy-based architectural firm, Integrated Design Solutions, to assist in the planning.

The Youth area of the Library – located in what used to be the entire 10,000 square foot original Library, built in 1971 – is a busy, well-used, and highly-trafficked space that houses 65,000 physical items for children; youth computers; study tables; and a multipurpose room.

Unfortunately, the area is no longer suitable to deliver the services needed by Troy young people in the 21st century. There are few collaborative spaces; limited technology; only a small program room; and no room for quiet individual or group work. In order to meet these needs, the Library's Youth area requires a renovation into a more modern and inviting space.

Library and IDS staff worked on the renovation plans until February 2020.

In July 2021, after a 17-month interruption due to COVID and a change in Library leadership, the renovation planning was restarted. In September, IDS presented the Library staff with a design for a renovated Youth public service area. (Note: this design does not include needed changes to the building's systems that support the area – HVAC, power, or technology– nor does it add needed facilities, such as family/single user restrooms.) This plan included a project cost estimate of \$1.6 million. With the addition of a contingency and supplemental expenses, Library staff budgeted \$1.9 million for the renovation, an amount approved by Council in the Library's FY2023 capital budget.

In April 2022, IDS presented to the Library a revised cost estimate of \$2.6 million. This estimate considered the changing construction environment due to COVID – supply chain disruptions, shipping delays, labor shortages, inflation, etc. Adding a contingency and supplemental expenses, Library staff estimated the budget for the Youth area renovation had grown from \$1.9 million to \$3 million in nine months. This increase is in line with information regarding construction prices as a result of COVID.

After receiving this estimate, Library staff met with the City's Assistant City Manager, and the Chief Financial Officer. Because the Library was under budget in FY2022, due to staff shortages and reduced hours during COVID, both supported moving the project to bid.



CITY COUNCIL AGENDA ITEM

In August 2022, the City's Purchasing Department released the bid on MITN, and sent the bid to a list of contractors provided by IDS. The Library and Purchasing staff conducted a mandatory walk through of the project for prospective contractors. Three contractors were in attendance.

On August 25, 2022, the City received one bid on this project, from Spartan Construction Group, in the amount of \$3.6 million. Adding a contingency and supplemental expenses, Library staff estimated the budget for the Youth area renovation at \$4.3 million. This bid was incomplete and was rejected.

After the bid opening, Library staff met with Purchasing staff, the Assistant City Manager, and the Chief Financial Officer. After discussing the current cost of renovation; the lack of bids; the Library's finances; and the fact that this renovation does not include needed changes to the building's systems, neither the Assistant City Manager nor the Chief Financial Officer felt comfortable moving ahead at this time. Library staff agrees, and the Youth renovation has been put on hold for further discussion.

The renovation of the Library's Youth area was to be the first step in recreating the Library building for the 21st century. After the completion of this renovation, staff planned to renovate the lobby in FY2024, and the north wing (20,000 square feet) in FY2025.

Based on our April budget of \$3 million for the Youth area, staff had estimated that the lobby and north wing renovations would be \$5 million, for a total of \$8.2 million in renovations. With the increased cost of renovating the Youth area, Library staff now estimate the lobby and the north wing at \$8 million, bringing the total cost of renovating the Library building to \$12.5 million in today's dollars. This figure includes renovations to the building's public areas, and not system improvements, estimated at \$2 million over the next eight years. This total cost approaching nearly \$15 million exceeds the funds received from the Library's 10-year millage for capital projects.

City Management and Library staff plan to reevaluate the Youth area renovation and other potential Library building renovations and improvements after the resident budget priority study is completed in October. This will also likely be a topic for discussion during the 2022 City of Troy Advance on November 19.