



**AGENDA**  
CHARTER TOWNSHIP OF MERIDIAN  
TOWNSHIP BOARD – REGULAR MEETING  
April 7, 2026 6:00 PM

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1. CALL MEETING TO ORDER
  2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
  3. ROLL CALL
  4. PRESENTATIONS
    - A. Recognition of Okemos Public Schools Superintendent John Hood
    - B. Haslett Beautification Association
    - C. Intermediate School District Bond Proposal-Superintendent Jason Mellema
  5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS
  6. TOWNSHIP MANAGER REPORT
  7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS
  8. APPROVAL OF AGENDA
  9. CONSENT AGENDA
    - A. Communications
    - B. Minutes-March 17, 2026 Regular Township Board Meeting
    - C. Bills
    - D. Disposal of Surplus Equipment
    - E. Contract for Expanded Services with Axon Enterprise Inc.
    - F. Resolution in Support of Bird City Michigan Initiative
    - G. Brownfield Redevelopment Authority Appointment
    - H. Re-appointments to the Lake Lansing Watershed Advisory Committee
    - I. Environmental Commission Appointments
    - J. 2026 Electrical Maintenance Contract Award
    - K. Brightline IT Offsite Replication Agreement Renewal Execution
    - L. AT&T Copper Replacement Agreement Execution
    - M. Resolution Opposing the Federal SAVE Act and Michigan House Bill 4765
    - N. Memorandum of Understanding Between Meridian Township and the Ingham County Drain Commissioner's Office
  10. BOARD ACTION ITEMS
    - A. CDBG-Authorizing Resolution Form 2-A MI Neighborhood Grant
  11. BOARD DISCUSSION ITEMS
    - A. Ordinance 2026-01: Eyde/Capstone – Hannah Boulevard – Conditional Rezoning – PO, Professional Office, and RAA, One-Family, Low Density Residential, to RD, Multiple Family Residential up to 8 Dwelling Units per Acre, Subject to a Conditional Rezoning Agreement
    - B. Ordinance 2026-02: 2936 Jolly Road – Tekchandani Rezoning – C-1, Commercial, to RB, One-Family, High Density Residential
    - C. Data Centers and Battery Storage Facilities Moratorium
  12. COMMENTS FROM THE PUBLIC
  13. OTHER MATTERS AND BOARD MEMBER COMMENTS
  14. CLOSED SESSION-Motion to enter closed session pursuant to MCL 15.268(1)(h) to consult with the Township attorney to consider a confidential written legal opinion.
  15. ADJOURNMENT
- 

All comments limited to 3 minutes, unless prior approval for additional time for good cause is obtained from the Supervisor. Appointment of Supervisor Pro Tem and/ or Temporary Clerk if necessary. Individuals with disabilities requiring auxiliary aids or services should contact the Meridian Township Board by contacting: Township Manager Tim Dempsey, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.

Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall

Providing a safe and welcoming, sustainable, prime community.

A PRIME COMMUNITY  
meridian.mi.us



# Bond 2026 Presentation

Election Day - May 5, 2026



## What is on the May 5<sup>th</sup> Ballot?

- Special Education bond proposal for \$99.96 million to upgrade Ingham ISD's special education facilities
- Tax Impact = 0.55 mill increase



# Why Now?



## 3 Key Reasons

1

Ingham ISD's special education facilities average 53 years of age (Heartwood School and Beekman Center)

2

The upgrades needed have significant costs in order to comply with current educational, accessibility, and safety standards

3

Programs require specialized spaces designed to support mobility, medical needs, and individualized instruction



# Legacy & Community

- Founded in 1968 by dedicated community members for students in the Ingham ISD service area
- Marvin E. Beekman was the architect, along with the school's first principal, John Breough
- At that time, there were no laws mandating formal education for students with special needs, making the establishment of the Beekman Center a pioneering effort to provide educational opportunities for children with disabilities
- Ingham ISD provided approximately \$1.4 million for the construction of the building
- Pat Nixon visited the Beekman Center in 1970. Her visit was part of her broader efforts to promote education
- No significant renovations except for a roof replacement in 2014
- Student enrollment grew to nearly 300 students from all over the county after opening the Beekman Center in 1968
- This growth prompted the opening of a second center-based school in 1978, Heartwood School in Mason that would be operated by Ingham ISD

# How was this plan developed?

- Developed in collaboration with local districts across the Ingham ISD service area
- An architectural and construction team were hired to conduct building assessments which uncovered major building deficiencies that would require upgrades
- Concepts were prepared and evaluated to meet current educational, safety, and accessibility requirements



# Ingham ISD proudly serves 12 Districts



# Beekman Center Pictures - 2024



# Beekman Center Pictures - 2024



# Beekman Center Pictures - 2024



# Beekman Center Pictures - 2024



# Beekman Center Pictures - 2024



# Beekman Center Pictures - 2024



# Existing Conditions at Beekman Center



# Current Special Education Facility Challenges

- Storage spaces do not accommodate mobility devices
- Class and therapy spaces are not appropriate for student needs
- Entryways are exposed to the weather and lack compliance with current ADA standards
- Hallways and common areas are cramped and struggle to accommodate students with many different needs

**Beekman**  
was built in  
**1968**

**Heartwood**  
was built in  
**1978**

# Heartwood School – Needs Larger Educational Spaces



# Heartwood School – Needs Larger Educational Spaces



# Heartwood School – Needs Storage for Mobility Devices



# Heartwood School – Entryways and Cramped Spaces



# Goals of the 2026 Special Education Bond Proposal

Create classrooms and support spaces that allow all students to learn in safe, modern environments that promote comfort, dignity, and independence



Address critical and urgent upgrades identified in Beekman and Heartwood facilities



Through thoughtful, creative, and impactful design, create spaces to engage and inspire students and staff



***Accessible***

***Engaging***

***Safe***

# New Beekman Center



# Heartwood School Renovation



Artist rendering of Heartwood School Renovation

# Student-First Environments

- Spacious and secure vestibule
- Easily supervised main circulation pathway flooded with natural light
- Interactive Streetscape supporting life skill development
- Universally designed classrooms with adjacent restrooms and storage components
- Easy access to outdoor spaces
- Enhanced outdoor play areas, patios and walking paths
- Accessible interactive touchscreens for instruction, flexible data/power in learning spaces, and security system/cameras throughout buildings



# Safety and Security Enhancements

- Secure entryways to control visitor access
- Heated sidewalks allowing students with mobility devices to safely enter the building
- Strategically placed bathrooms to increase functionality, and to provide a secure location if a catastrophic event happens
- New and renovated spaces will align with current building codes for egress, fire protection, air quality, and building standards



# What can Bond program funds be used for?

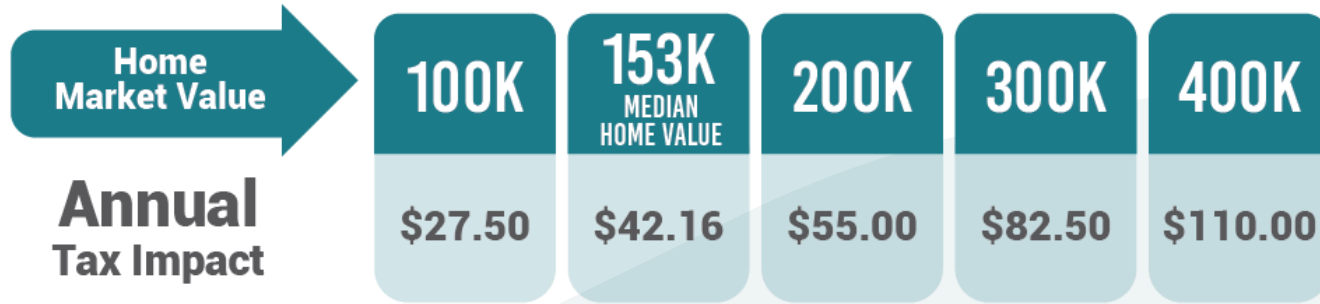
## CAN be used for the following items:

- ✓ Construction and remodeling of facilities
- ✓ Purchase of instructional technology equipment
- ✓ Equipment and furniture
- ✓ Site improvements
- ✓ Purchase of buses (**not for this bond**)

## CANNOT be used for the following items:

- ✗ Salaries and wages
- ✗ General operating expenses and maintenance
- ✗ Classroom supplies and textbooks
- ✗ Administrative costs

# Taxpayer Impact – 0.55 Mill Increase



**Bond Proposal would raise \$99.96 million to fund the construction of the New Beekman Center and the Addition/ Renovation of Heartwood School**

The median taxable value per parcel for 2025 in Ingham County is \$76,665 per the equalization office. Typically, the home market value is estimated at a minimum of twice the taxable value.

# Where do I vote?

Find helpful information about where to find your clerk, polling place, and sample ballot by searching:

**[mvic.sos.state.mi.us  
/Voter/index](https://mvic.sos.state.mi.us/Voter/index)**

**April 20, 2026**

Deadline to register to vote by mail or online and be eligible to vote in May election

**April 21, 2026 through Election Day**

a voter can register in person with their local clerk with proof of residency

**May 4, 2026 at 4pm**

Deadline to vote in person, with an absentee ballot, at your city or township clerk's office

# Absentee Voting

View Absentee Voting information on the State of Michigan's website:

**[michigan.gov/sos/elections/  
voting/absentee-voting](https://michigan.gov/sos/elections/voting/absentee-voting)**

**March 26, 2026**

Absentee ballots available

# May 5, 2026 Election Day

Deadline to vote is 8pm  
on Election Day



# For More Information



scan me

Please visit the District's website at  
[www.inghamisd.org/ourimpact/special-education-facilities-bond/](http://www.inghamisd.org/ourimpact/special-education-facilities-bond/)

Email your questions about the proposal to

Jason Mellema, Ingham ISD Superintendent  
517.676.1051 / [communications@inghamisd.org](mailto:communications@inghamisd.org)



***Thank you!***★  
***& Remember to Vote***  
***May 5, 2026***



9.A

**CONSENT AGENDA  
BOARD  
COMMUNICATIONS**

**From:** [Scott Hendrickson](#)  
**To:** [Maggie McConnaha](#)  
**Cc:** [Board](#)  
**Subject:** Re: Expanding eligibility to have home chickens for lots zoned RB  
**Date:** Saturday, March 14, 2026 7:46:51 PM

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Good Evening Maggie,

Thank you for reaching out!

The Board took action to refer this matter to the planning commission earlier this year. They have been working on the language for the updated ordinance (turns out there was a little more to it than simply adding the district). As I understand it, they are having their public hearing on the ordinance at their March 23<sup>rd</sup> meeting and may be ready to take it up at their first meeting in April. Once they do so, it would come to the Board, where we would have to have at least two meetings on it (one for the public hearing and discussion, and one for action). That puts us at likely somewhere around late May to early June for passage, in my estimation, assuming what we get from the Planning Commission is agreeable to all the Board members.

Hope that's helpful! Have a great evening!

**Scott Hendrickson**

Supervisor, Meridian Township

[hendrickson@meridian.mi.us](mailto:hendrickson@meridian.mi.us)

5151 Marsh Road | Okemos, MI 48864



**A Prime Community**

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**From:** Maggie McConnaha [REDACTED]  
**Sent:** Saturday, March 14, 2026 7:13 PM  
**To:** Scott Hendrickson <[hendrickson@meridian.mi.us](mailto:hendrickson@meridian.mi.us)>  
**Cc:** Board <[Board@meridian.mi.us](mailto:Board@meridian.mi.us)>  
**Subject:** Re: Expanding eligibility to have home chickens for lots zoned RB

You don't often get email from [REDACTED] [Learn why this is important](#)

Hi Scott,

Just checking in on this request to expand the eligible properties to keep chickens to RB

properties!

Warmly,  
Maggie

On Fri, Dec 12, 2025 at 11:39 AM Maggie McConnaha [REDACTED] wrote:

Hi Scott,

Thank you for your response! Looking forward to hearing the board's response.

Maggie

On Fri, Dec 12, 2025 at 11:32 AM Scott Hendrickson <[hendrickson@meridian.mi.us](mailto:hendrickson@meridian.mi.us)> wrote:

Good Morning Maggie,

Thank you for reaching out to the Board on this topic and for bringing it to our attention at the Listening Session.

As I mentioned during that meeting, now that we are aware of the issue, we have asked the staff to bring this matter up for consideration in early 2026. I believe that this could come as early as January or February, depending on the schedule.

Please feel free to contact me if I may be of further assistance!

Sincerely,

**Scott Hendrickson**

Supervisor, Meridian Township

[hendrickson@meridian.mi.us](mailto:hendrickson@meridian.mi.us)

5151 Marsh Road | Okemos, MI 48864



**A Prime Community**

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**From:** Maggie McConnaha [REDACTED]

**Sent:** Friday, December 12, 2025 9:48 AM

**To:** Board <[Board@meridian.mi.us](mailto:Board@meridian.mi.us)>

**Subject:** Expanding eligibility to have home chickens for lots zoned RB

Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Mary McConnaha

[REDACTED]  
[REDACTED]

12 December 2025

Meridian Township Board  
5151 Marsh Rd.  
Okemos, MI 48864

To the members of the Township Board:

I have been a resident of Meridian Township since July 2022, and I hope to never move again. In November, my son James and I attended a listening session and requested that the ordinance on keeping four chickens (hens) be amended to include houses zoned as RB (in addition to RAAA, RAA, and RA homes). Our single family home is zoned as RB. It is perfect for us—with a large backyard for our kids—except that we are not currently allowed to keep hens.

As written, there are requirements for the keeping of hens and rabbits that owners must adhere to, including a sanitary coop or pen, lockable food, no odor, no excessive noise (no roosters), and necessary distance from other properties. Although our lot is smaller than larger, more expensive lots in Meridian Township, we can meet the requirements as written, so an amendment to the ordinances would only require amending the language to read: “*The raising and keeping of chickens and rabbits accessory only to one-family dwellings in the RAAA, RAA, and RA, [and RB] zoning districts is subject to the following requirements.*”

Such an amendment is a move towards equity for homeowners in RB-zoned areas, which are not meant to be “lower quality than in the RR, RAA, and RA districts” (§86-374A). The amendment would increase access to environmental education and food security. And, as stated in the township listening session, very few people would be able to discern a difference between RB and RA lots.

I respectfully request that the ordinance be changed as early in the year 2026 as possible, in order for newly-eligible and interested families to participate in spring chick season. Thank you so much for your consideration of this proposal and your commitment to equity among Meridian township homeowners. If you have any questions, please do not hesitate to reach out to me.

Warmly,  
Mary "Maggie" McConnaha

[REDACTED]

[REDACTED]

**From:** [ps\\_grace](#)  
**To:** [Board](#); [Tim Dempsey](#); [Tim Schmitt](#); [Planning Commision \(DG\)](#)  
**Subject:** Please Reject the Latest Proposed Authentix Development  
**Date:** Sunday, March 15, 2026 3:51:59 PM

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Dear Members of the Board,

The March 3 proposal from Continental, as well as the new alternative, remains unsatisfactory. Under the current agreement, density is set at 98 units, while calculations based on 26 buildable acres at 8 units per acre yield 208 units. Continental has been aware of these figures from the outset and has repeatedly miscalculated or misinterpreted them, leading to potential misunderstandings when presenting this project to the planning commission and the Board.

A development with 240 units would result in excessive density for the area, placing significant pressure on both traffic and local infrastructure. A more appropriate approach would be to consider a smaller, single-family housing complex tailored to retirees, a demographic with demonstrated need within the community.

It is important that the planning commission and Board do not concede to these proposed changes, as they continue to fall short of community expectations. As the review process continues, it is critical that decision-makers carefully assess the long-term impacts of high-density projects.

The community has consistently voiced concerns about overcrowding, strain on infrastructure, and the need for developments that genuinely reflect the neighborhood's character and needs. Prioritizing lower-density, thoughtfully designed projects that address the requirements of current residents will help ensure responsible and beneficial growth. Ultimately, it is essential that community interests are upheld, rather than yielding to proposals that do not correspond with established priorities.

Thank you,  
Paulette Grace

**From:** [Hieu Phan](#)  
**To:** [Board](#)  
**Cc:** [Scott Hendrickson](#); [Angela Demas](#); [Linda Burghardt](#); [Nickolas Lentz](#); [Kathy Ann Sundland](#); [Peter Trezise](#); [Marna Wilson](#); [Tim Schmitt](#)  
**Subject:** Public Comment - Proposed Amendment to Meridian Township-Eyde Settlement (Authentix Okemos)  
**Date:** Sunday, March 15, 2026 11:32:37 PM

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Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt, and Trustees,

Following sustained community engagement and repeated requests from residents, Continental Properties has revised its proposal to partially address concerns raised by Central Park Estates (CPE) residents. In particular, the removal of Building 4 from its original location near the CPE boundary represents progress in the right direction and demonstrates some responsiveness to the issues identified during prior discussions.

The removal of Building 4 was a community expectation that arose from residents' concerns and was subsequently supported by the Board, not a voluntary concession that entitles Continental to additional density or height elsewhere on the site. By presenting the Board with what appears to be a binary choice between 240 and 252 units, Continental is attempting to leverage a reconfiguration the community had already requested into an approval for higher density. The Board is not bound by this framing. Continental's own materials confirm that relocating Building 4 to the south parcel is not viable due to wetland encroachment, loss of green space, and access constraints, but this does not obligate the Board to accept 252 units. The Board retains full authority to require further redesign, a reconfiguration that removes Building 4 while holding the total unit count to no more than 240, or a reduction in overall density before any amendment to the settlement agreement is approved.

While the removal of Building 4 is a positive development, several concerns remain that the Board should address before proceeding.

**Traffic on Central Park Drive.** Central Park Drive is narrow and winding. Even at 240 units, traffic impacts warrant careful review. Any increase in density intensifies concerns about safety, congestion, and roadway capacity. **Approving higher density on Central Park Drive is like ignoring warning signs before a cardiac event. By the time the problem is undeniable, the damage may already be done.** An updated independent traffic study remains essential, along with implementation of any roadway improvements recommended by that study.

**Project Viability at 240 Units.** Research indicates that Continental Properties has developed projects with 240 units in configurations that include both two- and three-story buildings. A maximum of 240 units, with Building 4 removed and all buildings in the central parcel limited to two stories, would partially address concerns regarding traffic density, drainage, noise, environmental buffering, and overall neighborhood compatibility, while still allowing the project to remain financially viable. The Board should not accept the premise that 252 units are necessary for the project to proceed.

**Emergency Access to Belvedere and Columbus Avenues.** The current plan indicates that access to Belvedere and Columbus Avenues would be limited to emergency use and contingent upon approval by the relevant outside authorities. Given the sensitivity of these connections to adjacent neighborhoods, I respectfully request that any Township approval clearly state that **if such emergency access is not approved by the appropriate agencies, the project must return for redesign. Under no circumstances should regular vehicular access to Belvedere or Columbus Avenues be permitted without further formal review and approval.**


If the Board elects to proceed with a modification of the settlement agreement, I respectfully suggest that the following parameters be clearly incorporated:

- A density cap not exceeding 8 units per buildable acre in each parcel, excluding wetlands, buffers, and other non-buildable areas, particularly in the central parcel adjacent to CPE;
- A two-story height limit in the central parcel;
- An updated independent traffic study and required roadway improvements;
- Strong stormwater protections, including on-site retention sized for major storm events, no net increase in post-development runoff to adjacent properties, independent third-party engineering review, and clearly assigned and enforceable long-term maintenance responsibility;
- Restrictions on lighting, noise, parking overflow, and placement of amenities away from CPE;
- Relocation of the proposed pet park and other active recreational amenities away from the shared boundary with CPE to minimize noise and disturbance to existing residents;
- Preservation and maintenance of dense tree coverage, including evergreen plantings, along the project boundary and buffer areas to mitigate noise, reduce light spillover, and maintain visual screening for adjacent neighborhoods.

The concerns outlined above are not minor adjustments. They go to the core of whether this development is compatible with the surrounding neighborhood and consistent with the Township's long-term planning obligations. The Board has the leverage to hold firm on a maximum density, and residents expect it to use that leverage. I respectfully urge the Board to do so before any amendment to the settlement agreement is approved.

Thank you for your continued thoughtful consideration of this matter.

Sincerely,

Hieu Phan  


**From:** [Vincent Tomanica](#)  
**To:** [Board](#)  
**Subject:** new site plan Authentix Okemos  
**Date:** Monday, March 16, 2026 3:07:47 AM

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Dear Meridian Township Board of Trustees,

The preference of Central Park Estates(CPE) residents is for no Authentix Okemos to be built at this location, but if the Board is considering moving forward with approval it should be noted that the changes made to the new 3/10/26 site plan reflect some of the concerns of the neighboring residents and that is appreciated. The 3/10/26 site plan, by removing building #4 from close proximity to CPE, will help alleviate some of the traffic problems in the immediate vicinity of CPE, should help somewhat with drainage, reduce noise and light pollution somewhat, and align with the master plan for zoning at least as it relates to CPE in the adjoining center parcel. However, there are still bugs to be worked out and a vote on the measure should not occur until there is adequate discussion and resolution (with the inclusion of CPE) for the following issues. The process thus far has shown that such progress can be made, and it should continue until the problems outlined below can also be satisfactorily resolved.

I highly agree with Continental moving building four to the north parcel, as third floors to two of the buildings. Those third floors should be out of the line of sight for CPE residents, with much of their noise and light buffered by forest. But it's questionable whether adding 12 additional units (a full third floor) to a third building in the north parcel is necessary. Continental wants the 12 additional units to compensate for projected reduced rental revenue from third floor renters), but they should be able to make their money back with savings on construction costs. Continental Rep Brett Mazzetti, at the August 2025 open house at the Okemos Library, indicated that third floors are significantly less expensive to build than first floor foundations. Continental should be asked to provide a comparison of construction cost savings vs. lost rent. It should be noted that the primary objections to raising the unit count above 240 is because of increased population density and the conviction that additional units will result in too much additional traffic.

The proposed section of narrow, winding, fast-paced, overcrowded, and accident-prone Central Park Drive is a poor location for this new influx of dense population. An updated independent traffic study should be commissioned, along with implementation of any roadway improvements recommended by the study.

The pet park (of barking dogs) is located too close to CPE and will disturb our peace. CPE won't be producing any similar noise to disturb the Authentix residents, so they should not subject us to the inevitable noise pollution of a nearby pet play area. I request that Continental look at placing their pet park near the west end of the south parcel. Incidentally, that location should also be favorable for the residents of Authentix because the noise won't impact them as much.

What assurance can be made that the detention ponds, in very close proximity to CPE homes, won't cause flooding in CPE basements or yards? We would feel more comfortable if they were moved further from our backyards. We need strong stormwater protections, including on-site retention sized for major storm events, no net increase in post-development runoff to adjacent properties, independent third-party engineering review, and clearly assigned and

enforceable long-term maintenance responsibility.

Groves of trees planted in the conservation easement would help as a privacy screen and as a buffer for noise and light pollution. They would also help beautify the area for both neighborhoods. We should have restrictions on lighting, noise, parking overflow, and placement of amenities away from CPE.

Regardless, the presence of Authentix Okemos will have a negative effect upon traffic safety along Central Park Drive, as well as alter the character and atmosphere of our single-family home neighborhood. The trustees have received a CPE petition with well over 100 current resident signatures rejecting the Authentix project, as well as over a hundred emails rejecting it. With not a single email from a resident supporting the project. If the Board goes forward with the project, they will be working against the will of the constituents who elected them, the taxpayers of CPE who collectively pay 1million in annual property taxes to live here, and the residents whose health, safety, and welfare it is their duty to protect.

Nevertheless, if the Board chooses to go forward with Authentix Okemos, it will owe it to us to make the situation more livable than the current site plan allows for. The solutions outlined above would help much to achieve that goal.

Thank you,

Vincent  
CPE

**From:** [R.S](#)  
**To:** [Board](#); [Tim Dempsey](#)  
**Subject:** Please Reject the Latest Proposed Authentix Development in March 17 packet  
**Date:** Monday, March 16, 2026 10:18:33 AM  
**Importance:** High

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Dear Meridian Township Board and Planning Commission,

The March 3 proposal from Continental Properties, along with the newly suggested alternative in the meeting packet of March 17, remains fundamentally unsatisfactory and continues to ignore several critical facts about the site.

First, the issue of density cannot simply be glossed over. Under the existing agreement, density was effectively set at **98 units**. Even using the developer's own framework of **26 buildable acres at 8 units per acre**, the maximum density calculates to approximately **208 units**. **Continental has been aware of these numbers from the outset. Yet throughout this process the developer has repeatedly presented figures that either miscalculate or misinterpret these limits. This has created confusion and risks misleading both the Planning Commission and the Township Board when evaluating the proposal.**

Even with the recently revised plan of **240 units**, the project still exceeds what the site can reasonably support. A development of that scale would introduce excessive density into an area that is already constrained by narrow access roads, nearby single-family neighborhoods, wetlands, and limited infrastructure capacity. **Increasing density beyond what the land can realistically accommodate will inevitably place significant pressure on traffic, public infrastructure, and neighborhood livability.**

**In addition to traffic concerns, drainage and stormwater management remain serious unresolved issues. Residents in the surrounding neighborhoods have already experienced drainage problems in this area during periods of heavy rain.** Increasing impervious surfaces through large apartment buildings, parking areas, and internal roads will inevitably increase runoff. Many residents fear that the proposed density will worsen existing drainage problems and create long-term flooding risks for adjacent properties. These concerns have not been meaningfully addressed.

There is also a broader planning issue that cannot be ignored. Allowing a **high-density apartment complex immediately next to single-family homes on adjacent parcels** would effectively force those homeowners to live beside a large, congested multi-family development that was never contemplated when the area was planned. That is neither fair to existing residents nor consistent with protecting neighborhood character.

A far more appropriate and community-compatible approach would be to consider **lower-density housing**, such as a small **single-family or cottage-style development designed for retirees or downsizing residents**. That type of housing directly addresses a demonstrated community need while remaining consistent with the character and infrastructure capacity of the surrounding area.

Throughout this review process, residents have consistently voiced concerns about **overcrowding, traffic congestion, drainage risks, and infrastructure strain**. **These concerns are not speculative—they are based on the real physical constraints of this site and the lived experience of the people**

who already reside here.

For these reasons, the Township Board should **not concede to the current proposal or its minor revisions**. The revised 240-unit concept still represents excessive density and continues to disregard legitimate community concerns.

As you continue this review, we respectfully urge you to evaluate the **long-term consequences** of approving a high-density project in a location that is ill-suited for it. Responsible planning requires prioritizing developments that align with infrastructure capacity, environmental realities, and the character of established neighborhoods.

Meridian Township has long prided itself on thoughtful planning and responsible growth. Upholding those principles means **standing firm against proposals that do not meet those standards** and ensuring that the interests of current and future residents and the long-term health of the community remain the primary consideration.

Thanks,

**Best regards, RS - CPE**

*Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, or distribution of this communication(s) is expressly prohibited. If you are not the intended recipient, please contact the sender by e-mail and destroy all copies of this message including the original.*

**From:** [Rekha Nagamally](#)  
**To:** [Board](#); [Angela Demas](#); [tschmitt@meridian.mi.us](mailto:tschmitt@meridian.mi.us); [Tim Dempsey](#)  
**Subject:** Proposed Authentix Development  
**Date:** Monday, March 16, 2026 10:37:56 AM

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Dear Meridian Township Board and Planning Commission, The March 3 proposal from Continental Properties, along with the newly suggested alternative in the meeting packet of March 17, remains fundamentally unsatisfactory and continues to ignore several critical facts about the site. First, the issue of density cannot simply be glossed over. Under the existing agreement, density was effectively set at 98 units. Even using the developer's own framework of 26 buildable acres at 8 units per acre, the maximum density calculates to approximately 208 units. Continental has been aware of these numbers from the outset. Yet throughout this process the developer has repeatedly presented figures that either miscalculate or misinterpret these limits. This has created confusion and risks misleading both the Planning Commission and the Township Board when evaluating the proposal. Even with the recently revised plan of 240 units, the project still exceeds what the site can reasonably support. A development of that scale would introduce excessive density into an area that is already constrained by narrow access roads, nearby single-family neighborhoods, wetlands, and limited infrastructure capacity. Increasing density beyond what the land can realistically accommodate will inevitably place significant pressure on traffic, public infrastructure, and neighborhood livability. In addition to traffic concerns, drainage and stormwater management remain serious unresolved issues. Residents in the surrounding neighborhoods have already experienced drainage problems in this area during periods of heavy rain. Increasing impervious surfaces through large apartment buildings, parking areas, and internal roads will inevitably increase runoff. Many residents fear that the proposed density will worsen existing drainage problems and create long-term flooding risks for adjacent properties. These concerns have not been meaningfully addressed. There is also a broader planning issue that cannot be ignored. Allowing a high-density apartment complex immediately next to single-family homes on adjacent parcels would effectively force those homeowners to live beside a large, congested multi-family development that was never contemplated when the area was planned. That is neither fair to existing residents nor consistent with protecting neighborhood character. A far more appropriate and community-compatible approach would be to consider lower-density housing, such as a small single-family or cottage-style development designed for retirees or downsizing residents. That type of housing directly addresses a demonstrated community need while remaining consistent with the character and infrastructure capacity of the surrounding area. Throughout this review process, residents have consistently voiced concerns about overcrowding, traffic congestion, drainage risks, and infrastructure strain. These concerns are not speculative—they are based on the real physical constraints of this site and the lived experience of the people who already reside here. For these reasons, the Township Board should not concede to the current proposal or its minor revisions. The revised 240-unit concept still represents excessive density and continues to disregard legitimate community concerns. As you continue this review, we respectfully urge you to evaluate the long-term consequences of approving a high-density project in a location that is ill-suited for it. Responsible planning requires prioritizing developments that align with infrastructure capacity, environmental realities, and the character of established neighborhoods. Meridian Township has long prided itself on thoughtful planning and responsible growth. Upholding those principles means standing firm against proposals that do not meet those standards and ensuring that the interests of current and future residents and the long-term health of the community remain the primary consideration.

Thanks,  
Naga rekha konduri



**From:** [Charles Kotz](#)  
**To:** [Board](#)  
**Subject:** ARTICLE V: Land Clearing - Charter Township of Meridian Authentix  
**Date:** Monday, March 16, 2026 5:42:17 PM

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Dear Township Board-

I am hopeful that the Board is aware of existing Meridian Township ordinances related to land clearing. Previous Township administrations had the foresite to put these protective measures “on the books” Before Authentix is approved, it needs to be scrutinized by the Planning Commission, to make sure that the proposed development does not violate the existing Land Clearing Ordinance, (as they already have, to some degree).

Sincerely,

Charles Kotz

<https://ecode360.com/28776644>

Sent from my iPhone

**From:** [Vincent Tomanica](#)  
**To:** [Board](#)  
**Subject:** Authentix Okemos site plan tweaking  
**Date:** Tuesday, March 17, 2026 4:43:28 AM

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Dear Board of Trustees,

Now that it seems clear the Board is unfortunately moving forward toward passage of the misguided Authentix Okemos project, the most appropriate action is to pass the proposal along to the Planning Commission on the basis that there is new information to be considered which the Commission did not have a chance to see previously: the choice between two new site plans. Also, the Commission could not vote decisively in November because they were missing one member. Now they can offer a consensus opinion and provide expert insight for the Board's consideration. In the process, the remaining bugs in the site plan can be fixed. These are relatively small items compared to the hurdles crossed thus far, and the process in recent weeks has shown rapid progress can be made toward providing a more satisfactory final product for the citizens.

Moving Building #4 from the Central Parcel to the North Parcel will help with drainage and traffic in the immediate vicinity of Central Park Estates (CPE), reduce noise and light pollution, and align with the current Master Plan for zoning as it relates to CPE. Continental should welcome the idea, because--as a rep mentioned at the August 2025 Open House--foundation first floors are significantly more expensive to build than upper floors. The township should accept the 3/10/26 site plan because for six months three story buildings were in the North Parcel site plans without complaint. The taller buildings will not be an eyesore because they will be screened from the sight of CPE residents by densely forested wetlands. And from the Walmart side the tops of the buildings will be below the forest's upper canopy and therefore not stick out in unsightly fashion against the sky.

The pet park(of barking dogs)is located too close to CPE and will disturb our peace. Continental should look at moving it further back, perhaps to the west end of the south parcel. This could avoid calls to authorities over violations of noise ordinances.

The detention ponds are too near CPE homes. What assurance can be made that they won't flood or leach into residential yards and basements? With building #4 removed, they could be moved further back. The small detention pond looks like a breeding ground for mosquitoes. Moreover, their proximity represents a threat to the safety of our children. The farther from us those unnatural and unsightly replacements for wetland drainage are, the better our child safety and aesthetics.

Groves of trees could be planted in the conservation easement to serve as a privacy screen and buffer for noise and light pollution.

Please don't act hastily. Much time has been spent deliberating, but it would be a big mistake to conclude the process when there are issues that could cause significant harm to CPE residents yet for which there are relatively simple solutions. You might not agree with all of the solutions above, but may find alternate fixes. That would be greatly appreciated and result in a greater confidence that the Board takes seriously the valid concerns of citizens and is dedicated to fulfilling its solemn duty to protect our health, welfare, and safety.

Please finish the job right with these touches, as professionals who take pride in their work.

Thank you,

Vincent Tomanica  
CPE

**From:** [ps\\_grace](#)  
**To:** [Board](#)  
**Subject:** Authentix Project  
**Date:** Tuesday, March 17, 2026 2:54:36 PM

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Dear Board Members,

I have consistently expressed my opposition to the Authentix project. Based on observation of meetings and discussions, the following facts hold true:

<!--[if !supportLists]--> <!--[endif]-->The board has acknowledged that the proposed development exceeds the current density allowance for this property.

<!--[if !supportLists]--> <!--[endif]-->The board has recognized that the project is likely to contribute to significant traffic issues, raising legitimate concerns about pedestrian and resident safety.

<!--[if !supportLists]--> <!--[endif]-->Valid data provided to the board indicates that there is no housing shortage in Meridian Township.

<!--[if !supportLists]--> <!--[endif]-->Existing drainage issues in the CPE neighborhood may be exacerbated by this development, and the board is aware that the full impact remains undetermined.

<!--[if !supportLists]--> <!--[endif]-->The board is certainly cognizant of the fact that a majority of CPE residents oppose this project, as evidenced by a signed petition, public comments at meetings, and numerous emails.

Considering these facts, it is difficult to comprehend why discussion on this project continues. It is hard to understand what sort of case can be made in favor of the project. The only apparent justification for the project is the landowner's desire to sell, and it appears that considerable pressure is being placed on the board by the landowner and developer.

There are alternative locations within the township that make much more sense for this type of housing.

As you deliberate approval of this project, I strongly urge you to reflect on whom this decision ultimately serves. Please take into account the large number of residents who have actively voiced their valid concerns through petitions and letters, as well as the significant tax contributions made by CPE residents.

Above all, please remember your duty to represent the interests, health, safety, and welfare of all Meridian Township citizens. Your vote on this project will send a clear message regarding whose interests are being prioritized. If you vote in favor of this project, let it be known that you did so in opposition to the residents of the township and in the face of the facts that indicate this project should be rejected.

Thank you

Paulette Grace

**From:** [Anne Keane](#)  
**To:** [Board](#)  
**Subject:** Building  
**Date:** Wednesday, March 18, 2026 4:30:26 PM

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Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

Dear Members of the Board,

I am writing to express my concerns regarding the current development plans for Central Park Estates.

I would like to formally recommend that the board consider reducing the total number of proposed houses for this project. Furthermore, I believe it is in the best interest of the community to ensure that the development consists exclusively of single-family homes.

By scaling back the density of the project, we can better limit potential damage to our local infrastructure, specifically the road and sewer systems.

Thank you for your time and for considering these points as you move forward with the planning process.

Best regards,

Anne Keane

**From:** [Darla](#)  
**To:** [Township Board](#)  
**Subject:** Edgewood Village invitation  
**Date:** Monday, March 30, 2026 9:35:00 PM

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Some people who received this message don't often get email from [REDACTED]. [Learn why this is important](#)

Dear Board Members:

I cordially invite you to join me in attending the *Funds and Flowers: An Edgewood Village Experience!* on **Friday, April 17th from 5:30 p.m. to 7:30 p.m.** at the Edgewood Village Network Center, 6213 Towar Garden Circle, East Lansing.

We will be gathering to share food, music, and stories in support of the mission work of Edgewood Village. An invitation is attached for your convenience.

As you are probably aware, Edgewood Village Nonprofit Housing Corporation empowers low-income households by providing access to affordable housing, educational opportunities, and community programming in Meridian Township.

We will have a silent auction and testimonies from Edgewood residents about the work of Edgewood Village. Work that only happens with the support and engagement of you, our community partners, volunteers, and donors.

Having served as human services specialist at Meridian Township for eleven years, I saw firsthand the impact of programming offered by Edgewood Village on its residents and was so impressed and invested in their work that I continued to stay on the Edgewood Village Board.

I invite you to join us at this open-house style event, share this invitation with your network of friends and family, or maybe provide a silent auction item.

Thank you for your service,

Darla Jackson

Edgewood Village Board President

[REDACTED]

[REDACTED]



**FOR IMMEDIATE RELEASE**  
**March 17, 2026**

**CONTACT:** Jack Hughes, Project Engineer  
517.853.4470 | [hughes@meridian.mi.us](mailto:hughes@meridian.mi.us)

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**Sustainable Fashion Show Returns to the Meridian Mall**  
*Vendors to Offer Upcycled, Thrifted, and Eco-Friendly Clothing Options*

**Meridian Township, MI** – The Meridian Township Green Team, in collaboration with other area organizations, will host a Sustainable Fashion Show on Saturday, March 21 from 10:00 am to 2:00 pm near the food court area of the Meridian Mall (1982 West Grand River Avenue, Okemos).

Various vendors will offer upcycled and other sustainable clothing. The event will also feature a runway show from 11:30 am to 12:30 pm, hosted by Deb Hart from Fox 47's Morning Blend, with music provided by Time Traveling DJs.

Cristo Rey Community Center will be in attendance to accept clothing donations. Clothing for all seasons may be donated, but spring/summer clothing is preferred.

The following businesses and organizations will have booths at the event:

- Carousel Consignments
- Cristo Rey Community Center
- Kellie's Blue Moon Estates
- Maurices
- Meridian Township Green Team
- Okemos High School Earth Club

This event was inspired by area high school and college students studying sustainability-related fields and is part of a monthly series of Green Meridian Events coordinated by the Meridian Township Green Team, with support from the Meridian Mall, Granger Waste Services, My Green Michigan, Absolute Solar, Hammond Farms, and Okemos Public Schools.

For questions, contact Project Engineer Jack Hughes at 517.853.4470 or [hughes@meridian.mi.us](mailto:hughes@meridian.mi.us).

###

The community of Meridian Township is in close proximity to the Michigan State Capitol and Michigan State University. The Township serves the community through exceptional services, beneficial amenities and an outstanding quality of life. It is a welcoming community that celebrates quality education, recreation and lifestyles.





**FOR IMMEDIATE RELEASE**  
**March 18, 2026**

**CONTACT:** Mike Devlin, Parks & Recreation Specialist  
517.853.4600 | [parks@meridian.mi.us](mailto:parks@meridian.mi.us)

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**Meridian Township Parks and Recreation to Host Flashlight Egg Hunt**  
*Family-Friendly Event includes Egg Hunt, Carnival Games, Music, and More*

**Meridian Township, MI** – The Meridian Township Parks and Recreation Department will be hosting a Flashlight Egg Hunt on Saturday, March 21 at Nancy Moore Park (1960 Gaylord C. Smith Court, Haslett) beginning at 6:00 pm.

This fun and family-friendly event includes carnival games, arts and crafts, visits from the Spring Bunny, music, and a bonfire. The Meridian Township Fire and Police Departments will also be in attendance.

The Egg Hunt will begin at approximately 8:30 pm, where participants will head to the “Secret Egg Patch” to search for special eggs and other goodies using flashlights. Participants will be divided into age groups: 3 and under, 4 to 7 years old, and 8 to 12 years old.

Registration is \$10 per child. Those who are interested in attending can register using the following link: <https://bit.ly/2026FlashlightEggHunt>. **Registration will close on Friday, March 20.** All children must be accompanied by an adult.

For questions about this event, please contact the Parks and Recreation Department at [parks@meridian.mi.us](mailto:parks@meridian.mi.us) or 517.853.4600.

###

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**FOR IMMEDIATE RELEASE**  
**March 19, 2026**

**CONTACT:** Jack Hughes, Project Engineer  
517.853.4470 | [hughes@meridian.mi.us](mailto:hughes@meridian.mi.us)

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**Meridian Township Accepting 2026 Green Grant Applications**  
*Grant Applications Accepted Through March 31<sup>st</sup>*

**Meridian Township, MI** – Meridian Township is now accepting Green Grant applications from local organizations interested in launching environmental projects. This marks the sixth consecutive year of the program, reflecting the Township's ongoing commitment to environmental sustainability.

The Green Grants program will award up to \$15,000 for community environmental projects. In past years, grants have ranged from \$300 to \$4,500. Applicants are encouraged to submit proposals with budgets within this range.

Eligible applicants include schools, nonprofit organizations, businesses, congregations, clubs, and other groups within the Township. Applications will be accepted until **5:00 pm on Tuesday, March 31**.

Eligible projects can include, but are not limited to:

- Tree plantings
- Native plants, shrubs, or trees
- Renewable energy systems
- Gardens or green gathering spaces used for pre-K-12 education
- Green infrastructure
- Pollinator gardens
- Invasive species mitigation
- Habitat protection and restoration

Grant recipients are expected to be announced in April 2026. For more information and to access the application form, visit [meridian.mi.us/GreenGrants](https://meridian.mi.us/GreenGrants).

For questions, please contact Project Engineer Jack Hughes at 517.853.4470 or [hughes@meridian.mi.us](mailto:hughes@meridian.mi.us).

###

The community of Meridian Township is in close proximity to the Michigan State Capitol and Michigan State University. The Township serves the community through exceptional services, beneficial amenities and an outstanding quality of life. It is a welcoming community that celebrates quality education, recreation and lifestyles.





**CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY  
LEGAL AD NOTICE: NOTICE OF REGISTRATION  
FOR THE MAY 5, 2026, SPECIAL ELECITON**

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**TO THE QUALIFIED ELECTORS OF THE CHARTER TOWNSHIP OF MERIDIAN:**

**PLEASE TAKE NOTICE** that Meridian Township will hold the Special Election on May 5, 2026 for the purpose of voting on the following proposal as listed below:

- **INGHAM INTERMEDIATE SCHOOL DISTRICT BOND PROPOSAL**

The full text of the ballot proposal and sample ballots can be found at [www.mi.gov/vote](http://www.mi.gov/vote) or can be viewed at the Meridian Township Clerk's Office, 5151 Marsh Road, Okemos, MI 48864.

Persons with disabilities needing accommodations should contract the Clerk's Office.

**PLEASE TAKE NOTICE** that any qualified elector who is not already registered, may register to vote at the office of the Meridian Township Clerk; the office of the County Clerk; a Secretary of State Branch Office, or other designated state agency. Qualified electors who have a valid Michigan driver's license or state ID, may register online at <https://mvi.sos.state.mi.us/>. Registration forms may be obtained at [mi.gov/vote](http://mi.gov/vote) and mailed or dropped off at the office of the Meridian Township Clerk. Voters who are already registered may update their registration at [www.expressSOS.com](http://www.expressSOS.com).

**The last day to register in any manner other than in-person with the Meridian Township Clerk's Office is Monday, April 20, 2026. After this date, anyone who qualifies as an elector must register to vote in person with proof of residency (MCL 168.492) at the following location and times:**

Meridian Township Clerk's Office - 5151 Marsh Road, Okemos, MI 48864

- Regular Business Hours: Monday through Friday from 8:00 a.m. to 5:00 p.m.
- Saturday, May 2<sup>nd</sup> and Sunday, May 3<sup>rd</sup> from 9:00 a.m. to 5:00 p.m.
- Election Day, Tuesday, May 5<sup>th</sup> from 7:00 a.m. to 8:00 p.m.

ABSENT VOTER BALLOTS:

Any registered voter may request an Absent Voter Ballot. The Meridian Township Clerk's Office must have a signed application to issue an Absent Voter Ballot. You may apply online at [www.mi.gov/vote](http://www.mi.gov/vote) or at the Meridian Township Clerk's Office.

Monday, May 4, 2026, at 4 pm is the deadline to request an absentee ballot in person, except for those who register to vote on Election Day. Those registering to vote on Election Day, May 5, 2026, are eligible to receive an Absent Voter Ballot at the Meridian Township Clerk's Office.

EARLY VOTING CENTER

All qualified electors in the Meridian Township Clerk's Office have the option to vote early in person, beginning Friday, May 1<sup>st</sup> through Sunday, May 3<sup>rd</sup>, 2026. The Early Voting Center will be held at the Meridian Township Municipal Building - 5151 Marsh Road, Okemos, MI 48864, and is open 9:00 a.m. - 5:00 p.m.

**Publish: City Pulse**

**Angela Demas  
Meridian Township Clerk**



9.B

**CONSENT AGENDA  
PROPOSED BOARD MINUTES**

**PROPOSED MOTION:**

- (1) Move to approve and ratify the minutes of the Regular Meeting of March 17, 2026 as submitted. (1)**

**ALTERNATE MOTION:**

- (1) Move to approve and ratify the minutes of the Regular Meeting of March 17, 2026 with the following amendment(s):[insert amendments]**

CHARTER TOWNSHIP OF MERIDIAN  
REGULAR MEETING TOWNSHIP BOARD -**DRAFT**-  
5151 Marsh Road, Okemos MI 48864-1198  
517.853.4000, Township Hall Room  
TUESDAY, March 17, 2026, 6:00PM

PRESENT: Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.

ABSENT: None.

STAFF: Township Manager Dempsey, Police Chief Grillo, Community Planning and Development Director Schmitt, Neighborhoods and Economic Development Director Clark, Parks and Recreation Director Wisinski, IT Director Stephen Gebes, Fire Chief Mike Hamel, Communications Manager Samantha Diehl, and Marketing & Public Relations Specialist Peyton Skiver.

1. CALL MEETING TO ORDER

Supervisor Hendrickson called March 17, 2026, Regular Township Board meeting to order at 6:00 pm.

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Hendrickson led the Pledge of Allegiance.

3. ROLL CALL

Clerk Demas called the roll of the Board. All members are present at 6:01pm.

4. PRESENTATION

A. New Meridian Township Website

Communications Manager Samantha Diehl introduced the new Marketing & Public Relations Specialist Peyton Skiver and presented the new Township website.

B. 2025 Annual Report

Township Manager Tim Dempsey presented the refreshed look of the 2025 Annual Report.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Hendrickson opened public comment at 6:18 pm.

Josh Nahum spoke regarding item 9. H, in support of the Middle Grand River Water Trail State Designation.

Paulette Grace spoke regarding item 11. A, in opposition to the proposed Authenix development.

Erik Hahn spoke regarding item 11. A, in support of the proposed Authenix development.

Vincent Tomonica spoke regarding item 11. A, in opposition to the proposed Authenix

development.

Mark Clouse spoke regarding item 11. A, in support of the proposed Authenix development.

Dianna Cavalier spoke regarding item 11. A, in opposition to the proposed Authenix development.

Ray Gasser spoke regarding item 11. A, in opposition to the proposed Authenix development.

Supervisor Hendrickson closed public comment at 6:33 pm.

6. TOWNSHIP MANAGER REPORT

Manager Dempsey gave updates on:

- Attending the Michigan Township Association Legislative Day.
- Williamstown Township is pleased with Meridian Township Police services and spoke highly of the Township's Deer Management Program.
- The evening Egg Hunt at Nancy Moore Park will take place on Saturday at 6:30pm.

7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS

Clerk Demas reported that she attended the Michigan Association of Municipal Clerks Institute last week.

Trustee Lentz highlighted the Meridian Conservation Corps (MCC) report.

Trustee Sundland shared a summary of the March 5 Economic Development Corporation meeting.

Trustee Wilson mentioned she attended the Community Resources Commission meeting last week.

8. APPROVAL OF AGENDA

**Trustee Wilson moved to approve the agenda. Supported by Treasurer Burghardt.**

**VOICE VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 7-0**

9. CONSENT AGENDA

Supervisor Hendrickson listed the consent agenda items.

**Trustee Trezise moved the consent agenda. Supported by Trustee Lentz.**

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 7-0**

## 10. HEARING

### A. MI Neighborhood Program CDBG Application

Director Clark introduced the developer of the property at 4690-4696 Okemos Road who presented the vision for the rehabilitation project and requested the Township's participation in applying for the MI Neighborhood Program grant.

Supervisor Hendrickson opened the public hearing at 6:56 pm.

The opportunity to speak during public comment was given.

Supervisor Hendrickson closed the public hearing at 6:57 pm.

## 11. BOARD ACTION ITEMS

### A. Authenix-Proposed Settlement Agreement Modification

Director Schmitt shared the revised plans that the applicant brought forward after the concerns raised about Building 4 at the last Board meeting. The proposal would remove Building 4 and redistribute those units to Buildings 7, 8, and 9. This would create three, three-story buildings on the northern parcel and two, two-story buildings. The remaining four, two-story buildings, would be located between Belvedere and Columbus, along with the clubhouse building.

Director Schmitt stated the following Resolution updates:

- Resolution A-Item 12-The word Commission shall be changed to Department.
- Resolution B-Item 7-Shall read no more than 96 dwelling units on parcel 33-02-22-202-001 and no more than 156 dwelling units on parcel 33-02-02-15-400-031.

Director Schmitt gave an overview of the potential next steps and schedule prior to construction and the three resolutions prepared along with the Township Attorneys.

- Resolution A-Change the zoning on the parcels to RC for the entire site and limit dwelling units to 240.
- Resolution B-Change the zoning on the north parcel to RC and the middle and southern parcels to RD and limit dwelling units to 252.
- Resolution C-No zoning change through an amendment to the consent judgment and leave the existing RD and CS zoning in place.

There was Board discussion and consensus to strike the words "with dwelling units" in Item 15 of Resolution B.

Some Board members indicated their reasons for support and some Board members indicated their reasons for opposition.

**Trustee Lentz moved to adopt Resolution B as presented. Supported by Trustee Trezise.**

**Trustee Wilson moved to amend Resolution B Item 7 to flip the parcel numbers to 96 dwelling units on parcel 33-02-22-202-001 and no more than 156 dwelling units on parcel 33-02-02-15-400-031. Item 12 the word Commission shall be replaced with the word Department. Item 15 be amended to remove the words "with dwelling units." Supported by Trustee Lentz.**

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt, Trust Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 7-0**

**Trustee Lentz moved to adopt Resolution B as amended. Supported by Trustee Trezise.**

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Trust Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: Clerk Demas and Treasurer Burghardt**

**Motion carried: 5-2**

**At 7:58 pm, Supervisor Hendrickson called a 5-minute recess. The Board reconvened at 8:05 pm.**

12. BOARD DISCUSSION ITEMS

A. CDBG Authorizing Resolution Form 2-A MI Neighborhood Grant

Director Clark gave an overview of the item and answered Board questions along with the developers.

Board discussion occurred which included questions about the developmental impact, environmental remediation, unit size, Brownfield Housing TIF, DDA tax capture, potential issues, and future plans.

The Board indicated for this item to be brought back for action at the next Board meeting.

B. Joint Local Government/Schools Meeting Topics

Manager Dempsey gave an overview of the upcoming Joint Local Government/Schools Board meeting and asked for Board input on potential topics.

Board discussion occurred with suggestions presented for meeting topics which included affordable and workforce housing, impact of AI, local control, new development projects, community decision making, emergency response planning, and major road projects.

It was advised to have Manager Dempsey reach out to local superintendents regarding school-related topics including literacy rates, supporting teachers and education.

13. COMMENTS FROM THE PUBLIC

Supervisor Hendrickson opened public comment at 8:47 pm.

The opportunity to speak during public comment was given.

Supervisor Hendrickson closed public comment at 8:47 pm.

14. OTHER MATTERS AND BOARD MEMBER COMMENTS

None.

15. ADJOURNMENT

**Trustee Wilson moved to adjourn. Supported by Trustee Lentz.**

**VOICE VOTE**

**YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Burghardt,  
Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 7-0**

**The meeting adjourned at 8:48 pm.**

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Scott Hendrickson  
Township Supervisor

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Angela Demas  
Township Clerk



To: Board Members  
From: Bernadette Blonde, Finance Director  
Date: April 7, 2027

Charter Township of Meridian  
Board Meeting  
4/7/2026

MOVE THAT THE TOWNSHIP BOARD APPROVE THE TOWNSHIP INVOICES/EXPENSES AS FOLLOWS:

COMMON CASH	\$	891,071.53
PUBLIC WORKS	\$	50,586.47
TRUST & AGENCY		
<b>TOTAL CHECKS:</b>	<b>\$</b>	<b>941,658.00</b>
<b>CREDIT CARD TRANSACTIONS</b> 3/13/2026 to 4/2/2026	<b>\$</b>	<b>18,298.94</b>
<b>TOTAL PURCHASES:</b>	<b>\$</b>	<b><u>959,956.94</u></b>
<b>ACH PAYMENTS</b>	<b>\$</b>	<b><u>1,873,128.95</u></b>

BANK CODE: GF53 - CHECK TYPE: PAPER CHECK

Vendor Name	Description	Amount
1. A T & T	MAR 7 - APR 6 2026 - INTERNET F2 327774829	158.99
	MAR 7 - APR 6 2026 - INTERNET P1 327774999	205.24
	MAR 9 - APR 8 2026 - INTERNET F1 327775054	205.24
	MAR 15 - APR 14 2026 - INTERNET S1 327950862	205.24
	TOTAL	774.71
2. ABONMARCHE CONSULTANTS INC	2025 LOCAL ROAD PROGRAM ENGINEERING & INSPECTION CO	854.40
	2026 LOCAL ROAD PROGRAM ENGINEERING & INSPECTION CO	1,289.83
	TOTAL	2,144.23
3. ABSOLUTE ENVIRONMENTAL SOLUTIONS	SOLAR ARRAY INVERTER REPLACEMENT - SERVICE CENTER	774.00
4. ALL CITY MANAGEMENT SERVICES INC	SCHOOL CROSSING GUARD SERVICES	5,007.86
5. ALLGRAPHICS CORP	2026 RED CEDAR REGATTA EVENT T-SHIRTS	316.50
6. ANDREW & KATELYNN YOUATT	MTT INTEREST REFUND 2025 TAXES PARCEL #33-02-02-06-	14.06
7. APOLLO FIRE APPARATUS SALES	MP - FIRE - 730	203.57
	MP - FIRE - 730	223.52
	MP - FIRE - 730	281.24
	MP - FIRE - 730	106.49
	MP - FIRE - 730	259.53
	TOTAL	1,074.35
8. APPAREL PRINTERS LTD	FIRE DEPARTMENT UNIFORM TSHIRTS (QTY: 59) & LABOR C	655.25
9. ASAP PRINTING	BUSINESS CARDS AND BROOCHURES	476.73
	BUSINESS CARDS-D. CUSON & J. LEVECK	70.20
	TOTAL	546.93
10. AT & T	MAR 7 - APR 6 2026 - TELEPHONE + INTERNET M1 831001	1,136.83
	FEB 11 - MAR 10 2026 - INTERNET ASE 8310008214218	3,763.02
	MAR 7 - APR 6 2026 - TELEPHONE + INTERNET M1 831001	1,262.33
	TOTAL	6,162.18
11. AT & T MOBILITY	MAR 5 - APR 4 2026 - WIRELESS 287252740666 517.332.	33.88
	FEB 7 - MAR 6 2026 - FIRSTNET 287312082574 517.575.	75.48
	TOTAL	109.36
12. AUTO VALUE OF EAST LANSING	MOTOR POOL - FLEET REPAIR PARTS 2026 - 1ST PO	251.69
	MOTOR POOL - FLEET REPAIR PARTS 2026 - 1ST PO	54.39
	TOTAL	306.08
13. AVI SYSTEMS INC	EDITSHARE STORAGE SYSTEM REPLACEMENT	22,373.46
14. BECKS PROPANE	GLENDALE - PROPANE	298.14

Vendor Name	Description	Amount
15. BOARD OF WATER & LIGHT	2026 BWL STREETLIGHT SERVICE	946.04
16. BOUNDTREE MEDICAL	MISC MEDICAL SUPPLIES/AMBULANCE SUPPLIES - GERMICID	11.99
	MISC MEDICAL SUPPLIES/AMBULANCE SUPPLIES	2,740.43
	ELECTRODES	799.60
	TOTAL	3,552.02
17. BRIGHTLINE TECHNOLOGIES	12/01/2025 - 11/01/2026 BRIGHTLINE HPE ALLERTRA SAA	5,906.00
18. BUBBLES R FUN LLC	2026 FLASHLIGHT EASTER EGG HUNT ENTERTAINMENT AND BU	325.00
19. C&S ELECTRIC INC	REFUND FOR OVERPAYMENT ON ELECTRICAL PERMITS FOR BE	670.00
20. CALLAWAY VISION EXTRA MILE	CONTRACT REFUND FOR OVERPAYMENT ON PB25-0659 BUILDING PERMIT	4,485.00
21. CARLISLE WORTMAN ASSOC	1982 GRAND RIVER #559 (MERIDIAN MALL)	452.50
	PROFESSIONAL SERVICES - CORNELL ELEMENTARY PLAN REV	942.50
	TOTAL	1,395.00
22. CBL & ASSOCIATES LIMTED PARTNERSHIP	GREEN MERIDIAN - SUSTAINABLE FASHION SHOW 2026	25.00
23. CDW	2X USB CARD READERS	34.08
	2X GETAC POWER SUPPLIES	223.62
	TOTAL	257.70
24. CINTAS CORPORATION #725	MECHANICS UNIFORM RENTAL	54.89
	MECHANICS UNIFORM RENTAL	54.89
	FIRST AID KIT RESTOCK	120.86
	FIRST AID KIT RESTOCK	121.28
	MECHANICS UNIFORM RENTAL	54.32
	FIRST AID KIT RESTOCK	20.88
	TOTAL	427.12
25. CITY OF EAST LANSING	2026 YOUTH BASKETBALL (315601-A-1)	600.00
26. CITY PULSE	TWP NOTICES	654.90
	02/25/2026 TWP NOTICES	188.70
	03/04/26 TWP NOTICES	188.70
	TWP NOTICES	318.20
	TWP NOTICES	139.86
	TWP NOTICES	148.00
	TOTAL	1,638.36
27. COCM	COCM 2026 SPRING CONFERENCE- EARLY REISRATION OF \$2	285.00
28. COMCAST	APR 2026 - INTERNET + TV M1 8529114160156422	824.81
	MAR 29 - APR 28 2026 - TELEPHONE + INTERNET S2 8529	300.72
	MAR 29 - APR 28 2026 - TV P1 8529114160257253	44.85
	MAR 19 - APR 18 2026 - INTERNET SCADA 8529114160296	371.90
	TOTAL	1,542.28

Vendor Name	Description	Amount
29. COMCAST	MAR 14 - APR 13 2026 - INTERNET + TV HOMTV 85290100	504.45
30. CONSUMERS ENERGY	UTILITY ASSISTANCE 1030-0388-0657	447.81
	UTILITY ASSISTANCE 1030-0599-7707	494.84
	POLLINATOR PATHWAY LICENSE 2026	25.00
	TOTAL	967.65
31. CREATIVE PRODUCT SOURCING	D.A.R.E. RESTOCK ITEMS	4,026.00
32. DAVID CHAPMAN AGENCY	2026 TOWNSHIP MOTOR POOL INSURANCE UPDATES	2,800.00
33. ELECTION SOURCE	BALLOT BAGS	481.03
34. ELECTRICAL TERMINAL SERVICE	MP - STOCK SUPPLIES	127.45
35. EUGENE SMITH DBA SIGNS ON THE SPOT	RED CEDAR WATERWAYS SIGNAGE FOR FERGUSON	844.00
36. FISHBECK, THOMPSON, CARR & HUBER	WETLAND CONSULTING WORK 2026 - FEDEWA DOBIE ROAD PR	615.00
37. FORESIGHT GROUP	WATER BILLS AND POSTAGE FOR 2026	625.43
	WATER BILLS AND POSTAGE FOR 2026	1,523.37
	TOTAL	2,148.80
38. GOODYEAR COMMERCIAL TIRE	MP - FIRE - STEER TIRES -730 ENGINE 91	2,372.61
39. GRANGER WASTE SERVICES	DISPOSAL OF OLD BOLLARDS FROM N MERIDIAN RD PARK	185.50
	BUILDINGS - FIRE - MATTRESS DISPOSAL	309.17
	TOTAL	494.67
40. GS FEDEWA HOMES INC	6119,6120 FRESNO LANE & 5321 BLUEBERRY - BOND REFUN	7,500.00
41. HASLETT ANIMAL HOSPITAL	K9 RENO EXAM	112.52
42. HIGH CALIBER KARTING INC	HAND DELIVER CHECK 2026 FARMER'S MARKET ANNUAL MEET	1,911.36
43. HUTSON INC OF MICHIGAN	MP - PARKS - 92	588.43
44. IDENTISYS INCORPORATED	PILOTING A NEW DOOR LOCKING SYSTEM	1,000.11
45. JEFFORY BROUGHTON	RADIO REMOVAL FROM OLD AMBULANCE AT STATION 91	495.00
46. KCI	MAY 2026 ELECTION ENVELOPES	3,080.03
47. LAFONTAINE BUICK GMC INC	MP - FIRE - 134	695.21
	MP - FIRE - 134	277.96
	MP- FIRE - 134 - THERMOSTATS	1,747.99
	MP - FIRE - 134	(251.48)
	TOTAL	2,469.68
48. LANSING REGIONAL CHAMBER	CHAMBER DUES - 10 MONTHS 2026 / 2 MONTHS 2027	475.00

Vendor Name	Description	Amount
49. LANSING UNIFORM COMPANY	LANSING UNIFORMS	254.90
	UNIFORMS - S.MANDERNACK	1,184.35
	FIRE UNIFORMS (DENNIS, VANDERBOS, GARELIK)	349.80
	FIRE UNIFORMS (MALESKO)	139.90
	TOTAL	1,928.95
50. LANSING WELDING INC	MP - BUILDINGS & PARKS - CUTTING EDGES FOR SNOW PLO	1,567.29
	MP - PARKS - 76	738.98
	MP - PARKS - 738	174.00
	TOTAL	2,480.27
51. LETTUCE COOK	BOARD OF REVIEW MEALS	273.00
52. LUKE LANDSCAPE COMPANY	2026 RIVERSIDE CEMETERY CLEANUP & RETAINING WALL RE	19,992.12
53. MACQUEEN EMERGENCY GROUP	MP - FIRE - 135 MEDIC 93	388.09
	MP - FIRE - 134	54.23
	MP - FIRE - 135 - MEDIC 93	8,974.56
	TOTAL	9,416.88
54. MEDICAL MANAGEMENT SYSTEMS OF	2026 COLLECTION FEE FROM AMBULANCE BILLINGS	9,598.51
55. MERIDIAN TOWNSHIP RETAINAGE	AMERICAN HOUSE PATHWAY - SHEET PILE & BOARDWALK CON	8,169.28
56. MICHIGAN ASSOC OF MUNICIPAL CLERKS	MAMC 2026 ANNUAL CONFERENCE	700.00
	MAMC 2026 MEMBER EDUCATION DAY	50.00
	MAMC MEMBERSHIP RENEWAL	140.00
	MAMC MEMBERSHIP DUES	100.00
	TOTAL	990.00
57. MICHIGAN PAVING	2025 CRUSH & SHAPE LOCAL ROAD PROGRAM CONTRACT	22,973.86
58. MICHIGAN RUNNING FOUNDATION	2026 POLAR DASH AND SPLASH 5K TIMING AND RACE RESUL	850.00
59. MID MICHIGAN EMERGENCY EQUIPMENT	MP - POLICE - 750	900.00
	MP - POLICE - 734	146.80
	MP - POLICE - 720	35.00
	MP - POLICE - 661	3,246.00
	MP - POLICE - 697	3,246.00
	TOTAL	7,573.80
60. M-K CONSTRUCTION CO INC	AMERICAN HOUSE PATHWAY - SHEET PILE & BOARDWALK CON	73,523.58
61. NATIONAL WILDLIFE CONTROL	BUILDINGS - C. FIRE - PEST CONTROL	75.00
62. NATOA	NATOA 2026 MEMBERSHIP DUES	1,075.00

Vendor Name	Description	Amount
63. OREILLY AUTO ENTERPRISES LLC		
	MP - FIRE - 701	24.69
	MP - SHOP SUPPLIES	123.18
	MP - SEWER - 31	317.99
	MP - SEWER - 31	340.68
	MP - SHOP SUPPLIES	24.99
	MP - STOCK	340.68
	TOTAL	1,172.21
64. PER MAR SECURITY SERVICES		
	BUILDINGS - ALARM MONITORING - BATTERY CHANGE OUT	109.60
	BUILDINGS - ALARM SERVICE - BATTERY CHANGE OUT	110.18
	TOTAL	219.78
65. PIONEER MFG.CO/PIONEER ATHLETICS		
	REPLACEMENT FIELD LINER FOR PARKS ATHLETIC FIELDS	835.95
	2026 - ATHLETIC FIELD PAINT FOR TOWNSHIP FIELDS	8,665.42
	TOTAL	9,501.37
66. POSTMASTER		
	2026 PRIME MERIDIAN MAGAZINE POSTAGE	7,994.64
67. POTTERVILLE SAWMILL LLC		
	FIREWOOD FOR RECREATION SPECIAL EVENTS	270.00
68. PRINTING SYSTEMS INC		
	STICKERS, INSTRUCTION SHEETS, SECRECY SLEEVES	2,771.58
	TA CHECKS	148.69
	TOTAL	2,920.27
69. PROGRESSIVE AE		
	2026 LAKE LANSING SAD PROFESSIONAL SERVICES CONTRAC	138.75
70. PRO-TECH MECHANICAL SERVICES		
	BUILDINGS - 2026 HVAC SERVICES - PREVENTATIVE MAINT	4,206.25
	BUILDINGS - MUNI - HUMIDIFIER CANISTER 7 INSTALLATI	1,335.00
	TOTAL	5,541.25
71. PURITY CYLINDER GASES INC		
	MEDICAL OXYGEN CYLINDER RENTAL CHARGE FOR 1ST QUART	475.30
72. QUALITY TIRE INC		
	MP - STOCK	835.60
	MP - CPD - 660	626.56
	TOTAL	1,462.16
73. ROB FORTINO		
	2025 DEER MANAGEMENT PROGRAM REIMBURSEMENT	40.00
74. SAFETY KLEEN		
	MP - CLEANING THE PARTS WASHER	395.41
	BUILDINGS - SC - REMOVAL OF OLD AERSOL CANS	222.46
	TOTAL	617.87
75. SIGNS BY CRANNIE		
	REQUEST FOR FULL REFUND OF BUIDLING/SIGN PERMIT- 48	150.00

BANK CODE: GF53 - CHECK TYPE: PAPER CHECK

Vendor Name	Description	Amount
76. SINCLAIR RECREATION LLC	2025 - NEW PLAYGROUND STRUCTURE FOR TOWNER RD AND O	168,185.70
	2025- NEW PLAYGROUND STRUCTURE FOR TOWNER RD AND OT	116,390.30
	2025- NEW PLAYGROUND STRUCTURE FOR TOWNER RD AND OT	26,431.78
	2025- NEW PLAYGROUND STRUCTURE FOR TOWNER RD AND OT	27,382.00
	TOTAL	338,389.78
77. SOUTHEASTERN CHAPTER OF MAA	(SEMMA) SECMA MEMBERSHIP DUES	20.00
78. SOUTHEASTERN EQUIPMENT CO	MP - WATER - 18	371.85
79. SPALDING DEDECKER ASSOCIATES	HASLETT ROAD CORRIDOR STUDY - PHASE I	3,396.25
	HASLETT ROAD CORRIDOR STUDY - PHASE I	6,464.00
	2025 LOCAL ROAD PROGRAM ENGINEERING & INSPECTION CO	1,200.00
	2026 LOCAL ROAD PROGRAM ENGINEERING & INSPECTION CO	550.00
	LRP BIOSWALE PROJECT - PHASE I PRELIMINARY INVESTIG	16,730.25
	TOTAL	28,340.50
80. SPENCER MANUFACTURING	MP - FIRE - 140	557.53
81. ST MARTHA CONFERENCE OF	EMERGENCY RENTAL ASSISTANCE	1,250.00
82. STRYKER MEDICIAL	ANNUAL PAYMENT FOR STRYKER 10-YEAR CONTRACT	214,677.43
	STRYKER STORE SUPPLIES (ELECTRODES)	380.00
	STRYKER STORE SUPPLIES (RAINBOW SENSORS)	610.80
	STRYKER STORE SUPPLIES (ELECTRODES)	490.00
	TOTAL	216,158.23
83. SUMMIT TOWNSHIP	ICE WATER RESCUE TRAINING FOR 2 EMPLOYEES (FF HARRI	600.00
84. SUPREME SANITATION	PORTABLE TOILETS FOR PARKS IN 2026	90.00
85. THE HARKNESS LAW FIRM PLLC	PROSECUTING SERVICES CONTRACT 2026	7,952.60
86. THE SAM BERNSTEIN LAW FIRM	REFUND FOR OVERPAYMENT ON POLICE FOIA PD-2026-67-IN	244.36
87. TRAFFIC AND PARKING CONTROL LLC	COLLAR ASSEMBLY FOR HASLETT RD/VAN ATTA RD RRFB RES	188.90
88. TRILOGY HEALTH SERVICES LLC	REIMBURSE WILLOWS OF OKEMOS FOR REPAIR OF ACCIDENTA	3,470.00
89. ULINE	WIRE BASKET FOR CUSTODIAN CLOSET AT SERVICE CENTER	87.70
90. UM HEALTH - SPARROW OCCUPATIONAL	2026 ADMINISTRATIVE EAP EAP SERVICES FEE	4,000.00
91. VERIZON WIRELESS	2/24-3/23/2026 VERIZON WIRELESS MOBILE SERVICES 686	2,218.01
92. WHEN THE PROJECT LLC	BLUELOGIC TRAINING	2,082.80
TOTAL - ALL VENDORS		891,071.53

Vendor Name	Description	Amount
1. BALLARD, DEBRA	UB refund for account: LAKE-006147-0000-	1,875.17
2. FERGUSON WATERWORKS #3386	WATER - CREDIT MEMO	(2,805.74)
3. FIRST CENTENNIAL TITLE	UB refund for account: LEEW-001315-0000-	90.66
4. Five Star Energy Services, LLC	CONSTRUCTION METER DEPOSIT REFUND 2025	842.50
5. FULLER, PATRICK L	UB refund for account: ISLE-006381-0000-	294.92
6. GS FEDEWA HOMES INC	PAYBACK DISTRICT PAYMENT FOR SIERRA RDGE LIFT STATI	40,832.73
7. HYDROCORP	AUG 2024 TO AUG 2026 CROSS CONNECTION PROGRAM SERVI	2,735.00
8. MICHIGAN PAVING	2025 CRUSH & SHAPE LOCAL ROAD PROGRAM CONTRACT	5,000.00
9. MICHIGAN RURAL WATER ASSOC	DON CUSON - 2026 MRWA REGISTRATION FOR TWO-DAY MATH	400.00
	DON CUSON - 2026 MRWA RESTISTRATION FOR 3-DAY S3 &	600.00
	TOTAL	1,000.00
10. THE ROAD INC	OVERPAYMENT OF FINAL BILL	151.10
11. VERIZON WIRELESS	2/24-3/23/2026 VERIZON WIRELESS MOBILE SERVICES 686	570.13
TOTAL - ALL VENDORS		50,586.47

Transaction Date	Account Name	Transaction Amount	Transaction Merchant Name
2026/03/16	ROBERT STACY	\$201.83	ELDT.COM
2026/03/19	ROBERT STACY	\$39.48	THE HOME DEPOT #2723
2026/03/24	ROBERT STACY	\$568.70	GRAINGER
2026/03/16	TYLER KENNEL	(\$125.93)	THE HOME DEPOT #2723
2026/03/16	TYLER KENNEL	\$20.56	HOMEDEPOT.COM
2026/03/18	TYLER KENNEL	\$161.08	GRAINGER
2026/03/20	TYLER KENNEL	\$35.00	A & L LOCKSMITH
2026/03/24	TYLER KENNEL	\$938.00	THE HOME DEPOT #2723
2026/03/15	MICHAEL HAMEL	\$108.95	COTTAGE INN PIZZA - OK
2026/03/17	MICHAEL HAMEL	\$5.95	AMAZON MKTPL*BD64L2AH1
2026/03/17	MICHAEL HAMEL	\$45.99	AMAZON MKTPL*B58OR40L2
2026/03/20	MICHAEL HAMEL	\$47.31	USA CLEAN BY JON-DON
2026/03/20	MICHAEL HAMEL	\$89.99	AMAZON MKTPL*BD0UA2PY0
2026/03/24	MICHAEL HAMEL	\$22.07	IMS ALLIANCE
2026/03/13	KYLE FOGG	\$7.97	THE HOME DEPOT #2723
2026/03/25	KYLE FOGG	\$59.34	THE HOME DEPOT #2723
2026/03/17	JACOB FLANNERY	\$15.97	OFFICEMAX/OFFICEDEPT#3379
2026/03/25	JACOB FLANNERY	\$51.66	OFFICEMAX/OFFICEDEPT#3379
2026/03/17	ASHLEY WINSTEAD	\$153.75	MICHIGAN ASSESSORS ASSOCI
2026/03/18	ASHLEY WINSTEAD	\$471.37	COSTAR GROUP INC
2026/03/23	JEFFREY ROMMECK	\$297.93	THE HOME DEPOT 2723
2026/03/18	CHRISTOPHER JOHNSON	\$13.98	THE HOME DEPOT #2723
2026/03/13	BRIAN PENNELL	\$537.38	JONES & BARTLETT LEARNING
2026/03/18	COURTNEY WISINSKI	\$165.00	METRO INSTITUTE INC
2026/03/20	COURTNEY WISINSKI	(\$100.68)	AMAZON MKTPLACE PMTS
2026/03/20	COURTNEY WISINSKI	\$124.62	MEIJER STORE #025
2026/03/21	COURTNEY WISINSKI	\$26.70	MEIJER STORE #025
2026/03/21	COURTNEY WISINSKI	\$35.98	MEIJER STORE #025
2026/03/20	COURTNEY WISINSKI	\$1,459.29	COSTCO WHSE#1277
2026/03/21	COURTNEY WISINSKI	\$78.76	THE HOME DEPOT #2723
2026/03/24	COURTNEY WISINSKI	\$146.66	AMAZON RETA* B55VW3P01
2026/03/24	COURTNEY WISINSKI	\$137.62	GO! CALENDARS,GAMES,BOOKS
2026/03/27	COURTNEY WISINSKI	\$51.19	WAL-MART #2866
2026/03/24	KATIE LOVE	\$249.00	GRANTWATCH.COM
2026/03/13	ANGELA DEMAS	\$12.48	BIGGBY COFFEE #1007
2026/03/13	ANGELA DEMAS	(\$35.70)	COMFORT INNS
2026/03/21	ANGELA DEMAS	\$37.83	PANERA BREAD #600715 P
2026/03/24	ANGELA DEMAS	\$50.79	HUNGRY HOWIES 01000
2026/03/25	ANGELA DEMAS	\$64.48	OFFICEMAX/OFFICEDEPT#3379
2026/03/30	ANGELA DEMAS	\$235.00	IIMC
2026/03/17	JUSTIN C CAROEN	\$44.99	HARBOR FREIGHT TOOLS3459
2026/03/19	DERRICK BOBB	\$95.82	THE HOME DEPOT 2723
2026/03/16	ROBERT CARETTI	\$27.77	WAL-MART #2866
2026/03/16	ROBERT CARETTI	\$47.58	THE HOME DEPOT #2723
2026/03/13	SAMANTHA WEBER	\$129.99	MEIJER STORE #025
2026/03/19	STEPHEN GEBES	\$481.85	ZOOM.COM 888-799-9666
2026/03/14	RICHARD GRILLO	\$15.48	MEIJER STORE #025
2026/03/15	RICHARD GRILLO	\$24.99	USAT MEDIA CO
2026/03/18	RICHARD GRILLO	\$88.42	WAL-MART #2866
2026/03/19	RICHARD GRILLO	\$53.16	WAL-MART #2866
2026/03/23	RICHARD GRILLO	\$82.99	GOOGLE *YOUTUBE TV
2026/03/24	RICHARD GRILLO	\$250.00	SQ *MICHIGAN DRONE ASSOCI
2026/03/31	RICHARD GRILLO	\$29.84	WAL-MART #2866
2026/03/17	KEITH HEWITT	\$172.93	THE HOME DEPOT #2723

2026/03/15	MICHELLE PRINZ	\$19.99	USAT MEDIA CO
2026/03/17	MICHELLE PRINZ	\$500.00	GOVERNMENT FINANCE OFF
2026/03/19	MICHELLE PRINZ	\$19.99	USAT MEDIA CO
2026/03/19	MICHELLE PRINZ	\$24.99	USAT MEDIA CO
2026/03/25	MICHELLE PRINZ	\$59.00	AGA
2026/03/17	CATHERINE ADAMS	\$109.78	THE HOME DEPOT #2723
2026/03/19	CATHERINE ADAMS	\$337.72	SUNBELT RENTALS #0315I2P
2026/03/18	CATHERINE ADAMS	\$653.90	THE HOME DEPOT 2723
2026/03/20	CATHERINE ADAMS	\$68.76	FORESIGHT GROUP LLC
2026/03/25	CATHERINE ADAMS	\$28.92	HILTON GARDEN/HOME2SUITE
2026/03/26	CATHERINE ADAMS	\$507.00	HILTON GARDEN/HOME2SUITE
2026/03/27	CATHERINE ADAMS	\$940.00	BIG CHEESE RODENT FACTORY
2026/03/24	ED BESONEN	\$171.91	GUESTRS*COMFORTINN
2026/03/24	ED BESONEN	\$350.00	SQ *MICHIGAN DRONE ASSOCI
2026/03/20	BART CRANE	\$144.00	EVIDENT
2026/03/20	BART CRANE	\$25.87	EVIDENT
2026/03/23	BART CRANE	\$202.86	COMCAST / XFINITY
2026/03/24	DANIEL OPSOMMER	\$10.02	USPS PO 2569800864
2026/03/13	ALLISON GOODMAN	\$24.64	WAL-MART #2866
2026/03/20	ALLISON GOODMAN	\$48.26	MEIJER STORE #253
2026/03/23	ALLISON GOODMAN	\$9.00	PETSMART # 0724
2026/03/24	ALLISON GOODMAN	\$25.94	CHEWY.COM
2026/03/23	ALLISON GOODMAN	\$28.68	HILTON GARDEN/HOME2SUITE
2026/03/23	ALLISON GOODMAN	\$28.68	HILTON GARDEN/HOME2SUITE
2026/03/23	ALLISON GOODMAN	\$16.00	OLIVE GARDEN ZK 0021187
2026/03/23	ALLISON GOODMAN	\$16.00	OLIVE GARDEN ZK 0021187
2026/03/25	ALLISON GOODMAN	\$28.76	HILTON GARDEN/HOME2SUITE
2026/03/26	ALLISON GOODMAN	\$24.79	CHIPOTLE 5158
2026/03/26	ALLISON GOODMAN	(\$76.05)	HILTON GARDEN/HOME2SUITE
2026/03/26	ALLISON GOODMAN	\$583.05	HILTON GARDEN/HOME2SUITE
2026/03/24	ROBERT MACKENZIE	\$299.24	ELKAY SALES INC
2026/03/26	ROBERT MACKENZIE	\$99.98	AMAZON MKTPL*B521P7D21
2026/03/29	ROBERT MACKENZIE	\$485.70	AMAZON RETA* B556W9S10
2026/03/27	ROBERT MACKENZIE	\$195.00	STATE EGLE EVENTS
2026/03/13	CURT SQUIRES	\$279.95	DESERT SNOW TRAINING
2026/03/13	CURT SQUIRES	\$204.50	TWO DOGS
2026/03/13	CURT SQUIRES	\$299.95	GUN DOG SUPPLY
2026/03/19	CURT SQUIRES	\$487.00	STOP STICK, LTD.
2026/03/20	CURT SQUIRES	\$100.00	A1 DETAILING & CUSTOMS
2026/03/20	CURT SQUIRES	\$154.50	PRO-TECH SECURITY SALES
2026/03/20	CURT SQUIRES	\$229.50	CMP DISTRIBUTORS INC.
2026/03/22	CURT SQUIRES	\$59.61	AMAZON MKTPL*BG0603AW2
2026/03/22	CURT SQUIRES	\$69.99	AMAZON MKTPL*B572Q74H1
2026/03/25	CURT SQUIRES	\$100.00	MICHIGAN ASSOCIATION OF C
2026/03/19	SAMANTHA DIEHL	\$120.00	BITLY.COM
2026/03/21	SAMANTHA DIEHL	\$630.00	CANVA* I04827-31222833
2026/03/26	SAMANTHA DIEHL	\$61.44	AMAZON MKTPL*BG2A71WG2
2026/03/17	TIMOTHY H DEMPSEY	\$15.00	LANSING CENTER LOTS TIBA
2026/03/31	TIMOTHY H DEMPSEY	\$425.00	MICHIGAN MUNICIPAL LEAGU
2026/03/19	TIMOTHY SCHMITT	\$250.00	EB *2026 AIA MM AMP MM
2026/03/19	TIMOTHY SCHMITT	\$170.00	INT'L CODE COUNCIL INC
2026/03/24	TIMOTHY SCHMITT	\$150.00	MI PERMIT LIC PLAN REV
2026/03/25	TIMOTHY SCHMITT	\$104.00	AMERICAN PLANNING ASSOCI
2026/03/26	TIMOTHY SCHMITT	\$299.00	ROCKETCERT.COM
2026/03/25	LAWRENCE BOBB	\$23.96	MIDWEST POWER EQUIPMENT

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TOTAL

\$18,298.94

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**ACH Transactions**  
**03/13/2026 to 4/2/2026**

Date	Payee	Amount	Purpose
3/17/2026	Elan	\$ 23,633.70	Credit Card Payment
3/18/2026	Various Financial Institutions	\$ 382,549.97	Direct Deposit 03/18
3/18/2026	IRS	\$ 136,759.70	Payroll Taxes 3/18
3/19/2026	Consumers Energy	\$ 68,285.30	Utility Transaction Fees
3/20/2026	Nationwide	\$ 12,464.61	Payroll Deductions 3/20
3/23/2026	MERS	\$ 546,192.87	Employee Retirement
3/23/2026	State of Michigan	\$ 20,784.94	Payroll Taxes
3/23/2026	MCT Utilities	\$ 206.53	Water/Sewer Utility Transactions
3/25/2026	Blue Care Network	\$ 101,701.27	Employee Health Insurance
4/1/2026	Various Financial Institutions	\$ 413,435.38	Direct Deposit 4/1
4/1/2026	Blue Care Network	\$ 10,939.77	Employee Health Insurance
4/1/2026	IRS	\$ 156,174.91	Payroll Taxes 4/1
	<b>Total ACH Payments</b>	<b>\$ 1,873,128.95</b>	



**To: Board Members**  
**From: Stephen Gebes, IT Director**  
**Date: April 1, 2026**  
**Re: Authorization of Surplus Property Disposal**

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Over recent months, the following Township equipment has been identified as inadequate to meet operational needs:

1. Two (2) Dell Rugged Tablet 7212, purchased in 2019. S/N 97JCTG2, 9YL4TG2.
2. Four (4) Dell Rugged Latitude 5424, purchased in 2019. S/N B9JHTG2, C8JHTG2, G8JHTG2, 2NGDTG2.
3. Five (5) Dell Optiplex 7050, purchased in 2018. S/N 3J5M6F2, BH1X0S2, BGZY0S2, BGZS0S2, BH4W0S2.
4. Three (3) Dell Optiplex 7040, purchased in 2017. S/N 6X3Y3F2, DW3Y3F2, 8X3Y3F2.

Due to a combination of wear & tear, poor performance, sub-optimal reliability, and other forms of obsolescence, the assets listed above are being replaced with newer equipment. Moreover, there is no foreseeable use for any of the listed legacy resources. This being the case, the items are being removed from the Township's inventory to make way for updated assets.

There is also an agreement pertaining to the previously approved disposition (March 17 Board meeting) of the 2013 Braun ambulance. The Township plans to utilize the services of Brindlee Mountain Fire Apparatus to maximize sale price.

As such, the following motion is presented for Board consideration:

**MOVE TO AUTHORIZE THE DIRECTOR OF INFORMATION TECHNOLOGY TO HAVE OBSOLETE EQUIPMENT IDENTIFIED IN THE MEMORANDUM TO BE TRADED IN AND DISPOSED OF AS SPECIFIED AND APPROVE THE LISTING & MARKETING COMMISSION AGREEMENT WITH BRINDLEE MOUNTAIN FIRE APPARATUS FOR THE SALE OF THE 2013 BRAUN AMBULANCE.**

**Attachment:**

1. Listing & Marketing Commission Agreement

BRINDLEE MOUNTAIN



FIRE APPARATUS

15410 HWY 231 Union Grove AL 35175 - (256) 776-7786

### Listing & Marketing Commission Agreement

The undersigned Seller and Brindlee Mountain Fire Apparatus, LLC ("Brindlee") being duly authorized, hereby enter into the following contractual agreement (the "Agreement") effective as of \_\_\_\_\_, 20\_\_\_\_:

Apparatus: Brown Chief XL Type III (the "Apparatus") Apparatus owned or exclusively offered for sale by: Meridian Township ("Seller") If Apparatus not owned by Seller, then owner of the Apparatus:

\_\_\_\_ ("Owner") List Price: The price at which the Apparatus will be listed shall be \$40,000, or such other price agreed upon by Seller and Brindlee (the "List Price")

Seller grants Brindlee the non-exclusive right to offer the Apparatus for sale for the List Price. Brindlee shall have the right, but not the obligation, to market and advertise the Apparatus in any media of Brindlee's choosing, including the internet. Seller represents and warrants that the information provided to Brindlee by Seller, Owner and their agents and representatives regarding the Apparatus, including but not limited to any information about the history and condition of the Apparatus and the legal entitlement of Seller or Owner to act in respect of the Apparatus, is true, complete, and correct. Seller agrees to pay Brindlee the commission set forth below (the "Commission") if Seller or Owner sells the Apparatus or any other fire apparatus to a buyer referred by Brindlee (a "Referral"), or anyone acting on behalf of a Referral, whether or not the Apparatus is sold at the List Price. The Commission shall be calculated as follows:

10% of the sales price if the subject Apparatus is sold for less than \$200,001; and  
7% of the sales price if the subject Apparatus is sold for a price from \$200,001 to \$350,000; and  
5% of the sales price if the subject Apparatus is sold for a price above \$350,000

Payment of the Commission will be made to Brindlee within 45 days after the sale of the subject Apparatus. Seller shall pay interest in the amount of 1.5% per month on Commission not paid within such 10 day period. Seller further agrees that any additional costs incurred by Brindlee as part of collection efforts for past due Commission will be reimbursed to Brindlee by Seller. The Commission rights of Brindlee and the Commission obligations of Seller set forth in this Agreement shall survive expiration or termination of this Agreement.

Seller agrees to notify Brindlee at the time of sale of the Apparatus as to the sales price and the name and address of the buyer, regardless of whether such buyer is a Referral which was

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15410 U.S. Hwy 231 Union Grove, AL 35175  
FireTruckMall.com • 256.776.7786

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**BRINDLEE MOUNTAIN**



**FIRE APPARATUS**

referred by Brindlee. Seller agrees that if Seller fails to provide such information then Seller will pay a Commission to Brindlee as if the buyer of the Apparatus was a Referral referred by Brindlee and the Apparatus was sold at the List Price.

Either party may terminate this Agreement at any time by notifying the other party in writing. If any sale of the Apparatus takes place to a Referral previously referred by Brindlee within one year subsequent to termination of this Agreement, Seller shall pay the same Commission to Brindlee as would have been paid if this Agreement had not been Terminated.

Seller agrees that Brindlee may list, market and sell other fire apparatus to prospective buyers who are interested in the Apparatus, including but not limited to fire apparatus owned by Brindlee.

This Agreement shall create an independent contractor relationship between Brindlee and Seller. Brindlee shall at no time be considered an employee of Seller. Seller represents that Seller has full authority to enter into this Agreement. This Agreement constitutes the entire agreement between the parties. This Agreement and the terms and conditions herein may not be amended, modified or waived except by the written agreement of the parties hereto. The failure of the parties to adhere strictly to the terms and conditions of this Agreement shall not constitute a waiver of the right of the parties later to insist on such strict adherence. This Agreement may be executed in any number of separate counterparts and all such executed counterparts shall constitute one agreement, which shall be binding on the parties notwithstanding that all parties are not signatories to the same counterpart or counterparts. Each party may transmit its signature by facsimile or e-mail (.pdf or similar) to the other party or parties, and any faxed or e-mail signature and/or faxed or e-mail counterpart of this Agreement shall have the same force and effect as an original. This Agreement shall be governed by, construed, and enforced in accordance with the laws of Alabama. The undersigned by execution and delivery of this Agreement do hereby submit to the exclusive jurisdiction and venue of the state and federal courts located in Madison County, Alabama.

Agreed to by:

**Seller :**

**Brindlee:**

Meridian Township  
[insert seller name above]

BRINDLEE MOUNTAIN FIRE APPARATUS, LLC

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_

By: \_\_\_\_\_  
Name: \_\_\_\_\_  
Title: \_\_\_\_\_  
Date: \_\_\_\_\_



**To: Board Members**  
**From: Stephen Gebes, IT Director**  
**Date: March 20, 2026**  
**Re: Contract for Expanded Services with Axon Enterprise, Inc.**

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For the better part of a decade, the Township has leveraged Axon Fleet & Evidence.com as an in-car camera solution for the twelve vehicles in our Police Department patrol fleet. The existing fleet vehicles are two years into a five-year contract for this equipment & service. The Meridian Township 2026 Budget increases the patrol fleet size from twelve to thirteen vehicles. This requires the Township to execute a new contract for the acquisition of in-car camera-related hardware and services for the single vehicle being added. Given these circumstances, on Tuesday, March 10, 2026, Axon Enterprise, Inc provided the attached quotation and contract to cover the additional 2026 vehicle-related expenses from now through the end of the existing Axon Fleet contract end date of April 14, 2029.

As such, the following motion is presented for the Board's consideration:

**MOVE TO EXECUTE THE CONTRACT WITH AXON ENTERPRISE INC, ADDING  
HARDWARE AND SUPPORT FOR THE 2026 ADDITIONAL PATROL VEHICLE THROUGH  
APRIL 14, 2029.**

**Attachments:**

1. Axon Hardware & Services Contract
2. Axon Master Services and Purchasing Agreement



Axon Enterprise, Inc.  
 17800 N 85th St  
 Scottsdale, Arizona 85255  
 United States  
 VAT: 86-0741227  
 Domestic:(800) 978-2737  
 International: +1.800.978.2737

Q-822005-46091TM

Issued: 03/10/2026

Quote Expiration: 03/31/2026

Estimated Contract Start Date: 04/15/2026

Account Number: 125118

Payment Terms: N30

Mode of Delivery: AUTO-GND

Credit/Debit Amount: \$0.00

SHIP TO	BILL TO
Meridian Township Police Dept. - MI 5151 Marsh Rd Okemos, MI 48864-1104 USA	Meridian Township Police Dept. - MI 5151 Marsh Rd Okemos MI 48864-1104 USA Email:

SALES REPRESENTATIVE	PRIMARY CONTACT
Tony Marietti Phone: Email: amarietti@axon.com Fax:	Bart Crane Phone: 517-853-4800 Email: crane@meridian.mi.us Fax:

Quote Summary

Program Length	36 Months
TOTAL COST	\$10,290.60
ESTIMATED TOTAL W/ TAX	\$10,290.60

Discount Summary

Average Savings Per Year	\$816.26
TOTAL SAVINGS	\$2,448.79

Payment Summary

Date	Subtotal	Tax	Total
Mar 2026	\$3,430.20	\$0.00	\$3,430.20
Mar 2027	\$3,430.20	\$0.00	\$3,430.20
Mar 2028	\$3,430.20	\$0.00	\$3,430.20
Total	\$10,290.60	\$0.00	\$10,290.60

Quote Unbundled Price:	\$12,739.68
Quote List Price:	\$11,433.96
Quote Subtotal:	\$10,290.60

## Pricing

All deliverables are detailed in Delivery Schedules section lower in proposal

Item	Description	Qty	Term	Unbundled	List Price	Net Price	Subtotal	Tax	Total
<b>Program</b>									
80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	36	1		\$115.75	\$104.18	\$3,750.48	\$0.00	\$3,750.48
Fleet3B+TAP	Fleet 3 Basic + TAP	1	36	\$238.13	\$201.86	\$181.67	\$6,540.12	\$0.00	\$6,540.12
<b>Total</b>							<b>\$10,290.60</b>	<b>\$0.00</b>	<b>\$10,290.60</b>

## Delivery Schedule

### Hardware

Bundle	Item	Description	QTY	Shipping Location	Estimated Delivery Date
Fleet 3 Basic + TAP	101924	AXON FLEET - TAOGLAS ANT - 7-IN-1 4CELL 2WIFI 1GNSS INT	1	1	03/15/2026
Fleet 3 Basic + TAP	70112	AXON SIGNAL - VEHICLE	1	1	03/15/2026
Fleet 3 Basic + TAP	72036	AXON FLEET 3 - STANDARD 2 CAMERA KIT	1	1	03/15/2026
Fleet 3 Basic + TAP	72040	AXON FLEET - TAP REFRESH 1 - 2 CAMERA KIT	1	1	04/14/2029

### Software

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80400	AXON EVIDENCE - FLEET VEHICLE LICENSE	1	04/15/2026	04/14/2029
Fleet 3 Basic + TAP	80410	AXON EVIDENCE - STORAGE - FLEET 1 CAMERA UNLIMITED	2	04/15/2026	04/14/2029

### Services

Bundle	Item	Description	QTY
Fleet 3 Basic + TAP	100738	AXON FLEET 3 - SIM INSERTION - VZW 4FF	1

### Warranties

Bundle	Item	Description	QTY	Estimated Start Date	Estimated End Date
Fleet 3 Basic + TAP	80379	AXON SIGNAL - EXT WARRANTY - SIGNAL UNIT	1	03/15/2027	04/14/2029
Fleet 3 Basic + TAP	80495	AXON FLEET 3 - EXT WARRANTY - 2 CAMERA KIT	1	03/15/2027	04/14/2029

## Shipping Locations

Location Number	Street	City	State	Zip	Country
1	5151 Marsh Rd	Okemos	MI	48864-1104	USA

## Payment Details

Mar 2026						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 1	80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	36	\$1,250.16	\$0.00	\$1,250.16
Annual Payment 1	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,180.04	\$0.00	\$2,180.04
<b>Total</b>				<b>\$3,430.20</b>	<b>\$0.00</b>	<b>\$3,430.20</b>

Mar 2027						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 2	80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	36	\$1,250.16	\$0.00	\$1,250.16
Annual Payment 2	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,180.04	\$0.00	\$2,180.04
<b>Total</b>				<b>\$3,430.20</b>	<b>\$0.00</b>	<b>\$3,430.20</b>

Mar 2028						
Invoice Plan	Item	Description	Qty	Subtotal	Tax	Total
Annual Payment 3	80461	TRUE UP - FLEET 3 BUNDLE WITH TAP	36	\$1,250.16	\$0.00	\$1,250.16
Annual Payment 3	Fleet3B+TAP	Fleet 3 Basic + TAP	1	\$2,180.04	\$0.00	\$2,180.04
<b>Total</b>				<b>\$3,430.20</b>	<b>\$0.00</b>	<b>\$3,430.20</b>

Tax is estimated based on rates applicable at date of quote and subject to change at time of invoicing. If a tax exemption certificate should be applied, please submit prior to invoicing.

## Standard Terms and Conditions

### Axon Enterprise Inc. Sales Terms and Conditions

#### Axon Master Services and Purchasing Agreement:

This Quote is limited to and conditional upon your acceptance of the provisions set forth herein and Axon's Master Services and Purchasing Agreement (posted at <https://www.axon.com/sales-terms-and-conditions>), as well as the attached Statement of Work (SOW) for Axon Fleet and/or Axon Interview Room purchase, if applicable. In the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern to the extent it includes the products and services being purchased and does not conflict with the Axon Customer Experience Improvement Program Appendix as described below.

#### ACEIP:

The Axon Customer Experience Improvement Program Appendix, which includes the sharing of de-identified segments of Agency Content with Axon to develop new products and improve your product experience (posted at [www.axon.com/legal/sales-terms-and-conditions](http://www.axon.com/legal/sales-terms-and-conditions)), is incorporated herein by reference. By signing below, you agree to the terms of the Axon Customer Experience Improvement Program.

#### Acceptance of Terms:

Any purchase order issued in response to this Quote is subject solely to the above referenced terms and conditions. By signing below, you represent that you are lawfully able to enter into contracts. If you are signing on behalf of an entity (including but not limited to the company, municipality, or government agency for whom you work), you represent to Axon that you have legal authority to bind that entity. If you do not have this authority, please do not sign this Quote.

## Exceptions to Standard Terms and Conditions

### Rewrite Estimates

Estimated Amounts and Contract Terminations. Any amounts stated as due under existing or terminated contracts — including contract transfer balances carried forward to new or pending contracts — are estimates based on payments received as of the calculation date. These estimates may be adjusted if new contracts are not executed on the anticipated dates or if expected payments are not made.

### Refresh Shipment Timing

Technology Assurance Plan (TAP) Refresh Prior to Renewal. For Customers with expiring agreements that include TAP refresh rights, Axon may, in its discretion, ship refresh hardware under the existing contract while renewal or replacement agreements are in progress. Any such shipments will be deemed made under the terms of the existing contract until the new contract is fully executed, after which any applicable updates, fees, or adjustments will apply.

### Shipment Timing

Shipment Variance. Estimated shipment dates are provided for planning purposes only and are not guarantees. Axon may ship hardware before or after the estimated shipment date, and failure to meet an estimated shipment date will not, by itself, constitute a breach, provided Axon uses commercially reasonable efforts to meet estimated shipment dates.

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Signature

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Date Signed

3/10/2026



This Master Services and Purchasing Agreement ("**Agreement**") is between Axon Enterprise, Inc. ("**Axon**"), and the Customer listed below or, if no Customer is listed below, the customer on the Quote (as defined below) ("**Customer**"). This Agreement is effective as of the later of the (a) last signature date on this Agreement or (b) date of acceptance of the Quote ("**Effective Date**"). Axon and Customer are each a "**Party**" and collectively "**Parties**". This Agreement governs Customer's purchase and use of the Axon Devices and Services detailed in the Quote. It is the intent of the Parties that this Agreement will govern all subsequent purchases by Customer for the same Axon Devices and Services in the Quote, and all such subsequent quotes accepted by Customer shall be also incorporated into this Agreement by reference as a Quote. The Parties agree as follows:

### 1. **Definitions.**

- 1.1. "**Axon Cloud Services**" means Axon's web services, but excludes third-party applications, hardware warranties, and my.evidence.com.
- 1.2. "**Axon Device**" means all hardware provided by Axon under this Agreement. Axon-manufactured Devices are a subset of Axon Devices.
- 1.3. "**Quote**" means an offer to sell and is only valid for devices and services on the offer at the specified prices. Any inconsistent or supplemental terms within Customer's purchase order in response to a Quote will be void. Orders are subject to prior credit approval. Changes in the deployment estimated ship date may change charges in the Quote. Shipping dates are estimates only. Axon is not responsible for typographical errors in any Quote by Axon, and Axon reserves the right to cancel any orders resulting from such errors.
- 1.4. "**Services**" means all services provided by Axon under this Agreement, including software, Axon Cloud Services, and professional services.

### 2. **Term.** This Agreement begins on the Effective Date and continues until all subscriptions hereunder have expired or have been terminated ("**Term**").

- 2.1. All subscription plans begin on the date stated in the Quote. Each subscription term ends upon completion of the subscription stated in the Quote ("**Subscription Term**").
- 2.2. Upon completion of the Subscription Term, the Subscription Term may renew upon mutual written agreement of the Parties for a mutually agreeable term ("**Renewal Term**"). For purchase of TASER 7 or TASER 10 as a standalone, Axon may increase pricing to its then-current list pricing for any Renewal Term. New devices and services may require additional terms. Axon will not authorize new services until Axon receives a signed Quote or accepts a purchase order, whichever is first.

### 3. **Payment.** Axon invoices for Axon Devices upon shipment, or on the date specified within the invoicing plan in the Quote. Payment is due net 30 days from the invoice date. Axon invoices for Axon Cloud Services on an upfront annual basis prior to the beginning of the Subscription Term and upon the anniversary of the Subscription Term. Payment obligations are non-cancelable. Unless otherwise prohibited by law, Customer will pay interest on all past-due sums at the lower of one-and-a-half percent (1.5%) per month or the highest rate allowed by law. Customer will pay invoices without setoff, deduction, or withholding. If Axon sends a past due account to collections, Customer is responsible for collection and attorneys' fees.

### 4. **Taxes.** Customer is responsible for sales and other taxes associated with the order unless Customer provides Axon a valid tax exemption certificate.

### 5. **Shipping.** Axon may make partial shipments and ship Axon Devices from multiple locations. All shipments are EXW (Incoterms 2020) via common carrier. Title and risk of loss pass to Customer upon Axon's delivery to the common carrier. Customer is responsible for any shipping charges in the Quote.

### 6. **Returns.** All sales are final. Axon does not allow refunds or exchanges, except warranty returns or as provided by state or federal law.

### 7. **Warranty.**

- 7.1. **Limited Warranty.** Axon warrants that Axon-manufactured Devices, except for TASER devices covered under the TASER Appendix, are free from defects in workmanship and materials for one (1) year from the date of Customer's receipt, except Signal Sidearm which Axon warrants for thirty (30) months from Customer's receipt and Axon-manufactured accessories, which Axon warrants for ninety (90) days from Customer's receipt, respectively, from the date of Customer's receipt. Extended warranties run from the expiration of the one- (1-) year hardware warranty through the extended warranty term purchased.
- 7.2. **Disclaimer.** All software and Axon Cloud Services are provided "AS IS," without any warranty of any kind, either express or implied, including without limitation the implied warranties of merchantability, fitness for a particular purpose and non-infringement. Axon Devices and Services that are not manufactured, published or performed by Axon ("Third-Party Products") are not covered by Axon's

warranty and are only subject to the warranties of the third-party provider or manufacturer. If Customer purchases Axon Loki, Customer acknowledges the Loki device is designed for operation in enclosed, controlled environments and must be used in compliance with all applicable laws and safety guidelines. Operation in open or unapproved areas may result in signal interference, loss of control, or damage, and Axon assumes no liability for improper use, including any resulting harm or regulatory violations.

- 7.3. **Claims.** If Axon receives a valid warranty claim for an Axon-manufactured Device during the warranty term, Axon's sole responsibility is to repair or replace the Axon-manufactured Device with the same or like Axon-manufactured Device, at Axon's option. A replacement Axon-manufactured Device will be new or like new. Axon will warrant the replacement Axon-manufactured Device for the longer of (a) the remaining warranty of the original Axon-manufactured Device or (b) ninety (90) days from the date of repair or replacement.
- 7.3.1. If Customer exchanges an Axon Device or part, the replacement item becomes Customer's property, and the replaced item becomes Axon's property. Before delivering an Axon-manufactured Device for service, Customer must upload Axon-manufactured Device data to Axon Evidence or download it and retain a copy. Axon is not responsible for any loss of software, data, or other information contained in storage media or any part of the Axon-manufactured Device sent to Axon for service.
- 7.4. **Spare Axon Devices.** At Axon's reasonable discretion, Axon may provide Customer a predetermined number of spare Axon Devices as detailed in the Quote ("**Spare Axon Devices**"). Spare Axon Devices are intended to replace broken or non-functioning units while Customer submits the broken or non-functioning units, through Axon's warranty return process. Axon will repair or replace the unit with a replacement Axon Device. Title and risk of loss for all Spare Axon Devices shall pass to Customer in accordance with shipping terms of this Agreement. Axon assumes no liability or obligation in the event Customer does not utilize Spare Axon Devices for the intended purpose.
- 7.5. **Limitations.** Axon's warranty excludes damage related to: (a) failure to follow Axon Device use instructions; (b) Axon Devices used with equipment not manufactured or recommended by Axon; (c) abuse, misuse, or intentional damage to Axon Device; (d) force majeure; (e) Axon Devices repaired or modified by persons other than Axon without Axon's written permission; or (f) Axon Devices with a defaced or removed serial number. Axon's warranty will be void if Customer resells Axon Devices.
- 7.5.1. **To the extent permitted by law, the above warranties and remedies are exclusive. Axon disclaims all other warranties, remedies, and conditions, whether oral, written, statutory, or implied. If statutory or implied warranties cannot be lawfully disclaimed, then such warranties are limited to the duration of the warranty described above and by the provisions in this Agreement. Customer confirms and agrees that, in deciding whether to sign this Agreement, Customer has not relied on any statement or representation by Axon or anyone acting on behalf of Axon related to the subject matter of this Agreement that is not in this Agreement.**
- 7.5.2. **Axon's cumulative liability to any party for any loss or damage resulting from any claim, demand, or action arising out of or relating to this Agreement will not exceed the purchase price paid to Axon for the Axon Device, or if for Services, the amount paid for such Services over the twelve (12) months preceding the claim. Neither Party will be liable for special, indirect, incidental, punitive or consequential damages, however caused, whether for breach of warranty or contract, negligence, strict liability, tort or any other legal theory.**
- 7.6. **Online Support Platforms.** Use of Axon's online support platforms (e.g., Axon Academy and MyAxon) is governed by the Axon Online Support Platforms Terms of Use Appendix available at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions).
- 7.7. **Third-Party Hardware, Software and Services.** Use of hardware, software, or services other than those provided by Axon is governed by the terms, if any, entered into between Customer and the respective third-party provider, including, without limitation, the terms applicable to such software or services located at [www.axon.com/sales-terms-and-conditions](http://www.axon.com/sales-terms-and-conditions), if any.

- 7.8. **Axon Aid.** Upon mutual agreement between Axon and Customer, Axon may provide certain products and services to Customer, as a charitable donation under the Axon Aid program. In such event, Customer expressly waives and releases any and all claims, now known or hereafter known, against Axon and its officers, directors, employees, agents, contractors, affiliates, successors, and assigns (collectively, "**Releasees**"), including but not limited to, on account of injury, death, property damage, or loss of data, arising out of or attributable to the Axon Aid program whether arising out of the negligence of any Releasees or otherwise. Customer agrees not to make or bring any such claim against any Releasee, and forever release and discharge all Releasees from liability under such claims. Customer expressly allows Axon to publicly announce its participation in Axon Aid and use its name in marketing materials. Axon may terminate the Axon Aid program without cause immediately upon notice to the Customer.
8. **Free Trial.**
- 8.1. **Trial Period and License.** At any time during the Term, Customer and Axon may elect to enter a free trial of Axon Devices and Services new to the Customer for a designated period ("**Trial Period**") as described in a quote issued ("**Trial Quote**"). During the Trial Period, Axon grants Customer a nonexclusive, terminable, non-transferable, license to use new Axon Devices and Services provided for trial to the Customer ("**Trial Products**"). Trial Products may include Axon beta software or firmware which additional terms may be required and included within the Trial Quote. Axon may limit the number of Trial Products Customer receives within the Trial Quote. Axon may supply refurbished Trial Products. ALL FREE TRIAL PRODUCTS INCLUDING, WITHOUT LIMITATION, AXON CLOUD SERVICES, ARE PROVIDED "AS IS" AND TO THE EXTENT NOT PROHIBITED BY LAW, AXON DISCLAIMS ALL LIABILITY REGARDLESS OF THE CLAIM.
- 8.2. **Trial Quote Termination.** Upon at least 10 business days' prior written notice to Axon at any time prior to the end of the Trial Period, Customer may as its sole option, terminate the free Trial Period and underlying Trial Quote associated with the Trial Products for convenience. Customer's rights to the Trial Products will immediately terminate at the end of the Trial Period, and Customer will return any Trial Products hardware to Axon within 10 days after the effective date of such termination or at the end of the Trial Period, excluding used CEW cartridges. If any individual component of the Trial Products is not returned, Axon will invoice Customer the MSRP of the unreturned items. Customer agrees to pay the invoice along with any applicable taxes and shipping. Customer will return the Trial Products to Axon in good working condition, minus normal wear and tear. Axon may charge Customer if there is damage beyond normal wear and tear. Any Customer Content shall be stored and returned pursuant to the Axon Cloud Services Terms of Use Appendix
9. **Statement of Work.** Certain Axon Devices and Services, including, but not limited to, Axon Interview Room, Axon Channel Services, Axon Justice Implementation, FUSUS, and Axon Fleet, may require a Statement of Work that details Axon's Service deliverables ("**SOW**"). In the event Axon provides an SOW to Customer, Axon is only responsible for the performance of Services described in the SOW. Additional services outside of the SOW, Quote, or this Agreement are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule. Any applicable SOW is incorporated into this Agreement by reference.
10. **Axon Device Warnings.** See [www.axon.com/legal](http://www.axon.com/legal) for the most current Axon Device warnings.
11. **Design Changes.** Axon may make design or feature changes to any Axon Device or Service without notifying Customer or making the same change to Axon Devices and Services previously purchased by Customer.
12. **Combined Offerings.** Some offerings in a Quote combine existing and pre-released Axon Devices or Services. Some offerings may not be available at the time of Customer's purchase. Axon will not provide a refund, credit, or additional discount beyond what is in the Quote due to delay of availability or Customer's choice not to utilize any portion of a combined offering.
13. **Insurance.** Axon will maintain General Liability, Workers' Compensation, and Automobile Liability insurance. Upon request, Axon will supply certificates of insurance.
14. **IP Rights.** Axon owns and reserves all right, title, and interest in Axon-manufactured Devices and Services and suggestions to Axon, including all related intellectual property rights. Customer will not cause any Axon proprietary rights to be violated.
15. **IP Indemnification.** Axon will indemnify Customer against all claims, losses, and reasonable expenses from any third-party claim alleging that the use of Axon-manufactured Devices, Axon Cloud Services or Axon software ("**Axon Products**") infringes or misappropriates the third-party's intellectual property rights. Customer must promptly provide Axon with written notice of such claim, tender to Axon the defense or settlement of such claim at Axon's expense and cooperate fully with Axon in the defense or settlement of such claim. Axon's IP indemnification obligations do not apply to claims based on (a) modification of Axon Products by Customer or a third-party not approved by Axon; (b) use of Axon Products in combination with hardware or services not approved by Axon; (c) use of Axon Products other

than as permitted in this Agreement; or (d) use of Axon Products that is not the most current software release provided by Axon.

16. **Customer Responsibilities.** Customer is responsible for (a) Customer's use of Axon Devices; (b) Customer or a Customer-authorized user's breach of this Agreement or violation of applicable law; (c) disputes between Customer and a third-party over Customer's use of Axon Devices; (d) secure and sustainable destruction and disposal of Axon Devices at Customer's cost; and (e) any regulatory violations or fines, as a result of improper destruction or disposal of Axon Devices.
17. **Termination.**
- 17.1. **For Breach.** A Party may terminate this Agreement for cause if it provides thirty (30) days written notice of the breach to the other Party, and the breach remains uncured thirty (30) days after written notice. If Customer terminates this Agreement due to Axon's uncured breach, Axon will refund prepaid amounts on a prorated basis based on the effective date of termination.
- 17.2. **By Customer.** If sufficient funds are not appropriated or otherwise legally available to pay the fees, Customer may terminate this Agreement. Customer will deliver notice of termination under this section as soon as reasonably practicable.
- 17.3. **Effect of Termination.** Upon termination of this Agreement, Customer rights immediately terminate. Customer remains responsible for all fees incurred before the effective date of termination. If Customer purchases Axon Devices for less than the manufacturer's suggested retail price ("**MSRP**") and this Agreement terminates before the end of the Term, Axon will invoice Customer the difference between the MSRP for Axon Devices procured, including any Spare Axon Devices, and amounts paid towards those Axon Devices. Only if terminating for non-appropriation, Customer may return Axon Devices to Axon within thirty (30) days of termination. MSRP is the standalone price of the individual Axon Device at the time of sale. For multiple Axon Devices that may be combined as a single offering on a Quote, MSRP is the standalone price of all individual components.
18. **Confidentiality. "Confidential Information"** means nonpublic information designated as confidential or, given the nature of the information or circumstances surrounding disclosure, should reasonably be understood to be confidential. Each Party will take reasonable measures to avoid disclosure, dissemination, or unauthorized use of the other Party's Confidential Information. Unless required by law, neither Party will disclose the other Party's Confidential Information during the Term and for five (5) years thereafter. To the extent permissible by law, Axon pricing is Confidential Information and competition sensitive. If Customer receives a public records request to disclose Axon Confidential Information, to the extent allowed by law, Customer will provide notice to Axon before disclosure. Axon may publicly announce information related to this Agreement.
19. **General.**
- 19.1. **Force Majeure.** Neither Party will be liable for any delay or failure to perform due to a cause beyond a Party's reasonable control.
- 19.2. **Independent Contractors.** The Parties are independent contractors. Neither Party has the authority to bind the other. This Agreement does not create a partnership, franchise, joint venture, Customer, fiduciary, or employment relationship between the Parties.
- 19.3. **Third-Party Beneficiaries.** There are no third-party beneficiaries under this Agreement.
- 19.4. **Non-Discrimination.** Neither Party nor its employees will discriminate against any person based on race; religion; creed; color; sex; gender identity and expression; pregnancy; childbirth; breastfeeding; medical conditions related to pregnancy, childbirth, or breastfeeding; sexual orientation; marital status; age; national origin; ancestry; genetic information; disability; veteran status; or any class protected by local, state, or federal law.
- 19.5. **Compliance with Laws.** Each Party will comply with all applicable federal, state, and local laws, including without limitation, import and export control laws and regulations as well as firearm regulations and the Gun Control Act of 1968. Customer acknowledges that Axon Devices and Services are subject to U.S. and international export control laws, including the U.S. Export Administration Regulations (EAR) and International Traffic in Arms Regulations (ITAR). Customer represents and warrants that neither it nor any End User is a "Restricted Person," meaning any individual or entity that (1) is subject to U.S. sanctions or trade restrictions, (2) appears on any U.S. government restricted party list, (3) engages in prohibited weapons proliferation activities, or (4) is owned or controlled by, or acting on behalf of, such persons or entities. Customer must promptly notify Axon of any change in status, and Axon may terminate this Agreement if Customer or any End User becomes a Restricted Person or violates export laws.
- 19.6. **Assignment.** Neither Party may assign this Agreement without the other Party's prior written consent. Axon

may assign this Agreement, its rights, or obligations without consent: (a) to an affiliate or subsidiary; or (b) for purposes of financing, merger, acquisition, corporate reorganization, or sale of all or substantially all its assets. This Agreement is binding upon the Parties respective successors and assigns.

- 19.7. **Waiver.** No waiver or delay by either Party in exercising any right under this Agreement constitutes a waiver of that right.
- 19.8. **Severability.** If a court of competent jurisdiction holds any portion of this Agreement invalid or unenforceable, the remaining portions of this Agreement will remain in effect.
- 19.9. **Survival.** The following sections will survive termination: Payment, Warranty, Axon Device Warnings, Indemnification, IP Rights, Customer Responsibilities and any other Sections detailed in the survival sections of the Appendices.
- 19.10. **Governing Law.** The laws of the country, state, province, or municipality where Customer is physically located, without reference to conflict of law rules, govern this Agreement and any dispute arising from it. The United Nations Convention for the International Sale of Goods does not apply to this Agreement. The Parties expressly agree that either Party may appear for and attend all matters, remotely via teleconference or videoconference at the party's discretion, to the extent allowable by court.
- 19.11. **Notices.** All notices must be in English. Notices posted on Customer's Axon Evidence site are effective upon posting. Notices by email are effective on the sent date of the email. Notices by personal delivery are effective immediately. Notices to Customer shall be provided to the address on file with Axon. Notices to Axon shall be provided to Axon Enterprise, Inc. Attn: Legal, 17800 North 85th Street, Scottsdale, Arizona 85255 with a copy to legal@axon.com.
- 19.12. **Entire Agreement.** This Agreement, the Appendices, including any applicable Appendices not attached herein for the products and services purchased, which are incorporated by reference and located in the Master Purchasing and Services Agreement located at <https://www.axon.com/sales-terms-and-conditions>, Quote and any SOW(s), represents the entire agreement between the Parties. This Agreement supersedes all prior agreements or understandings, whether written or verbal, regarding the subject matter of this Agreement. This Agreement may only be modified or amended in a writing signed by the Parties.

Each Party, by and through its respective representative authorized to execute this Agreement, has duly executed and delivered this Agreement as of the date of signature.

**AXON:**

**Axon Enterprise, Inc.**

**CUSTOMER:**

\_\_\_\_\_

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

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

Title: \_\_\_\_\_

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

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

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

Title: \_\_\_\_\_

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

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**Axon Cloud Services Terms of Use Appendix**

**1. Definitions.**

- 1.1. **"Data Controller"** means the natural or legal person, public authority, or any other body which alone or jointly with others determines the purposes and means of the processing of Personal Data.
- 1.2. **"Data Processor"** means a natural or legal person, public authority or any other body which processes Personal Data on behalf of the Data Controller.
- 1.3. **"Customer Content"** is data uploaded into, ingested by, or created in Axon Cloud Services within Customer's tenant, including media or multimedia uploaded into Axon Cloud Services by Customer. Customer Content includes Evidence but excludes Non-Content Data.
- 1.4. **"Evidence"** is media or multimedia uploaded into Axon Evidence as 'evidence' by Customer. Evidence is a subset of Customer Content.
- 1.5. **"End User"** means the natural person subject to Customer's authorized license grant who ultimately uses the Cloud Services as provided under this Agreement. End Users must adhere to the terms of use and are subject to any usage restrictions or limitations specified in this Agreement.
- 1.6. **"Non-Content Data"** is data, configuration, and usage information about Customer's Axon Cloud Services tenant, Axon Devices and client software, and users that is transmitted or generated when using Axon Devices. Non-Content Data includes data about users captured during account management and customer support activities. Non-Content Data does not include Customer Content.
- 1.7. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural or social identity of that natural person.
- 1.8. **"Provided Data"** means de-identified, de-personalized, data derived from Customer's TASER energy weapon deployment reports, related TASER energy weapon logs, body-worn camera footage, and incident reports.
- 1.9. **"Subprocessor"** means any third party engaged by the Data Processor to assist in data processing activities that the Data Processor is carrying out on behalf of the Data Controller.
- 1.10. **"Transformed Data"** means the Provided Data used for the purpose of quantitative evaluation of the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

- 2. **Access.** Upon Axon granting Customer a subscription to Axon Cloud Services, Customer may access and use Axon Cloud Services to store and manage Customer Content. Customer may not exceed the total number of End Users specified in the Quote. Axon Air requires an Axon Evidence subscription for each drone operator. For Axon Evidence access granted solely for TASER, Customer may access and use Axon Evidence only to store and manage TASER CEW data ("TASER Data") and Customer may not upload non-TASER Data to Axon Evidence.
- 3. **Customer Owns Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Except as outlined herein, Axon obtains no interest in Customer Content, and Customer Content is not Axon's business records. Customer is solely responsible for uploading, sharing, managing, and deleting Customer Content. Axon will only have access to Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of the Axon products.
- 4. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Content against accidental or unlawful loss, access or disclosure. Axon will maintain a comprehensive information security program to protect Axon Cloud Services and Customer Content including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of uploaded digital evidence; security education; and data protection. Axon agrees to the Federal Bureau of Investigation Criminal Justice Information Services Security Addendum for its digital evidence or records management systems.
- 5. **Customer Responsibilities.** Customer is responsible for (a) ensuring Customer owns Customer Content or has the necessary rights to use Customer Content (b) ensuring no Customer Content or Customer End User's use

of Customer Content or Axon Cloud Services violates this Agreement or applicable laws; (c) maintaining necessary computer equipment and Internet connections for use of Axon Cloud Services and (d) verify the accuracy of any auto generated or AI-generated reports. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to Axon Cloud Services.

- 5.1. Customer will also maintain the security of End User usernames and passwords and security and access by end users to Customer Content. Customer is responsible for ensuring the configuration and utilization of Axon Cloud Services meet applicable Customer regulation and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. If Customer provides access to unauthorized third-parties, Axon may assess additional fees along with suspending Customer's access. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or Customer Content, or if account information is lost or stolen.
- 5.2. To the extent Customer uses the Axon Cloud Services to interact with YouTube®, such use may be governed by the YouTube Terms of Service, available at <https://www.youtube.com/static?template=terms>.
6. **Privacy.** Customer's use of Axon Cloud Services is subject to the Axon Cloud Services Privacy Policy, a current version of which is available at <https://www.axon.com/legal/cloud-services-privacy-policy>. Customer agrees to allow Axon access to Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products and related services; and (c) enforce this Agreement or policies governing the use of Axon products.
7. **Axon Body Wi-Fi Positioning.** Axon Body cameras may offer a feature to enhance location services where GPS/GNSS signals may not be available, for instance, within buildings or underground. Customer administrators can manage their choice to use this service within the administrative features of Axon Cloud Services. If Customer chooses to use this service, Axon must also enable the usage of the feature for Customer's Axon Cloud Services tenant. Customer will not see this option with Axon Cloud Services unless Axon has enabled Wi-Fi Positioning for Customer's Axon Cloud Services tenant.
8. **Storage.** For Axon Unlimited Device Storage subscriptions, Customer may store unlimited data in Customer's Axon Evidence account only if the Axon Device data is shared to Customer through Axon Evidence from a partner agency using Axon Evidence, or the data originates from Axon Capture or an Axon Device. Axon may charge Customer additional fees for exceeding purchased storage amounts. Axon may place Customer Content that Customer has not viewed or accessed for six (6) months into archival storage. Customer Content in archival storage will not have immediate availability and may take up to twenty-four (24) hours to access.
  - 8.1. **Third-Party Unlimited Storage.** For Third-Party Unlimited Storage the following restrictions apply: (i) it may only be used in conjunction with a valid Axon Evidence user license; (ii) is limited to data of the law enforcement Customer that purchased the Third-Party Unlimited Storage and the Axon Evidence End User; (iii) Customer is prohibited from storing data for other customers or law enforcement agencies; and (iv) Customer may only upload and store data that is directly related to (1) the investigation of, or the prosecution or defense of a crime, (2) common law enforcement activities, or (3) any Customer Content created by Axon Devices or Axon Evidence.
  - 8.2. **Location of Storage.** Axon may transfer Customer Content to third-party subcontractors for storage. Axon will determine the locations of data centers for storage of Customer Content. If Customer is located in the United States, Canada, or Australia, Axon will ensure all Customer Content stored in Axon Cloud Services remains in the country where Customer is located. Ownership of Customer Content remains with Customer.
9. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of Axon Cloud Services immediately upon notice, if Customer or End User's use of or registration for Axon Cloud Services may (a) pose a security risk to Axon Cloud Services or any third-party; (b) adversely impact Axon Cloud Services, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees incurred through suspension. Axon will not delete Customer Content because of suspension, except as specified in this Agreement.
10. **Axon Cloud Services Warranty.** Axon disclaims any warranties or responsibility for data corruption or errors before Customer uploads data to Axon Cloud Services. Service Offerings will be subject to the Axon Cloud Services Service Level Agreement, a current version of which is available at <https://www.axon.com/products/axon-evidence/sla>.
11. **Roles of the Parties.** To the extent that Customer is the Data Controller of Personal Data, Axon is its Data Processor. To the extent that Customer is a Data Processor of Personal Data, Axon is its Subprocessor. Notwithstanding the foregoing, to the extent any usage data (including query logs and metadata)

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and/or operations data (including billing and support data) in connection with Customer's use of the Services (collectively "Usage and Operations Data") is considered Personal Data, Axon is an independent Data Controller and shall Process such data in accordance with the Agreement and applicable data protection laws to develop, improve, support, and operate its products and services. For the avoidance of doubt, Axon will not disclose any Usage and Operations Data that includes confidential information with a third party except (a) in accordance with the relevant confidentiality provisions in the Agreement, or (b) to the extent the Usage and Operations Data is, in accordance with applicable data protection laws, anonymized, de-identified, and/or aggregated such that it can no longer directly or indirectly identify Customer or any particular individual.

**12. TASER Data Science Program.** Axon will provide a quantitative evaluation on the performance and effectiveness of TASER energy weapons in the field across a variety of circumstances.

12.1. If Customer purchases the TASER Data Science Program, Customer grants Axon, its affiliates, and assignees an irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Provided Data solely for the purposes of this Agreement and to create Transformed Data. Customer shall own all rights and title to Provided Data. Axon shall own all rights and title to Transformed Data and any derivatives of Transformed Data.

12.2. Axon grants to Customer an irrevocable, perpetual, fully paid, royalty-free, license to use to TASER Data Science report provided to Customer for its own internal purposes. The Data Science report is provided "as is" and without any warranty of any kind.

12.3. In the event Customer seeks Axon's deletion of Provided Data, it may submit a request to [privacy@axon.com](mailto:privacy@axon.com). Where reasonably capable of doing so, Axon will implement the request but at a minimum will not continue to collect Provided Data from Customer.

**13. Axon Records.** The following terms apply to Axon Records. Customers may purchase Axon Records either as part of an OSP 7 or OSP 10 plan or individually through a Quote.

13.1. Axon Record subscription begins on the later of the (1) start date of the Quote, or (2) the date Axon provisions Axon Records to Customer. The Axon Records Subscription Term will end upon the completion of the Axon Records Subscription as documented in the Quote, or if purchased as part of an OSP 7 or OSP 10 plan, upon completion of the OSP 7 or OSP 10 Term ("Axon Records Subscription Term").

13.2. An "Update" is a generally available release of Axon Records that Axon makes available from time to time. An "Upgrade" includes (i) new versions of Axon Records that enhance features and functionality, as solely determined by Axon; and/or (ii) new versions of Axon Records that provide additional features or perform additional functions. Upgrades exclude new products that Axon introduces and markets as distinct products or applications. During the Customer's Axon Records Subscription Term Axon will provide Update and Upgrade releases to the Customer on an if-and-when available basis.

13.3. New or additional Axon products and applications, as well as any Axon professional services needed to configure Axon Records, are not included as part of the Axon Records Subscription.

13.4. End Users of Axon Records may upload files to entities (incidents, reports, cases, etc.) in Axon Records with no limit to the number of files and amount of storage. Notwithstanding the foregoing, Axon may limit usage should the Customer exceed an average rate of one-hundred (100) GB per user per year of uploaded files. Axon will not bill for overages.

**14. FUSUS. If Customer purchases a subscription to FUSUS, the following terms apply:**

14.1. **License and Storage.** The specific license number(s) and associated data storage terms for FUSUS subscription and Axon Devices shall be set forth in the applicable Quote provided by Axon.

14.2. **Third party Components.** Customer is responsible for use of any internet access devices and/or all third-party hardware, software, services, telecommunication services (including Internet connectivity), or other items used by Customer to access the service ("Third-Party Components") are the sole and exclusive responsibility of Customer, and Axon has no responsibility for such Third-party Components, FUSUS cloud services, or Customer relationships with such third parties. Customer agrees to at all times comply with the lawful terms and conditions of agreements with such third parties. Axon does not represent or warrant that the FUSUS cloud services and the Customer Content are compatible with any specific third-party hardware or software or any other Third-Party Components. Customer is responsible for providing and maintaining an operating environment as reasonably necessary to accommodate and access the FUSUS cloud services.

14.3. **Data Privacy.** Axon may collect, use, transfer, disclose and otherwise process Customer Content in the context of facilitating communication of data with Customer through their use of FUSUS cloud services FUSUS app (iOS or Android interface), complying with legal requirements, monitoring the Customer's use of FUSUS systems, and undertaking data analytics.

14.4. **Hardware Allowance.** If Customer purchases a hardware allowance, Customer may select hardware up to the value of the allowance. Axon does not provide refunds for unused portions of the allowance.

### 15. Carbyne Products and Services

15.1. **Privacy Policy.** Carbyne Privacy Policy governs the collection, use and disclosure of certain data provided to Axon in connection with Customer's use of the Carbyne products and services. The current policy is located: <https://carbyne.com/app-privacy-policy/> and is incorporated into this Agreement by reference.

15.2. **Data Retention and Storage.** Unless Customer provides Axon with written instruction otherwise, Axon will retain Customer Content which uploaded to the Carbyne cloud services or which is recorded or stored in the course of your use of the Carbyne products and services, for a period of two years (the period we retain your data referred to as the "Data Retention Period"), provided that Customer acknowledges it is responsible for your compliance with any applicable data retention laws. Customer Content is automatically deleted after the Data Retention Period; however, at any time prior to such deletion, Customer may download Customer Content which has been stored on the Carbyne Cloud Services. Customer is solely responsible for the retention of such data for any applicable retention periods and for the purpose of any subsequent data requests.

15.3. **Disclaimer. CUSTOMER ACKNOWLEDGES THE CARBYNE PRODUCTS DO NOT PROVIDE TELEPHONE SERVICES, INTERCONNECTED VOIP SERVICES, OR 911 SERVICES. AXON MAKES NO REPRESENTATION THAT CARBYNE PRODUCTS ARE AN INTERCONNECTED VOIP SERVICE.**

### 16. Prepared Products and Services.

16.1. Prepared product deployment timelines for Prepared products within the Scope of Work (SOW) shall be mutually agreed to by the Parties in the SOW. The initial deployment of Assistive Call Taking (ACT) may take up to 12 months from the execution of the SOW and the service start date listed in the Agreement; deployments of the remaining Prepared products may take up to twenty-four (24) months from the execution of the SOW. Axon must confirm feasibility based on technical requirements for Prepared products prior to the execution of the SOW.

16.2. Customers using Solacom (Comtech CHE) call handling equipment in a multi-tenant configuration are not eligible for Prepared ACT or Prepared AQA, as call audio cannot be isolated to a single agency. Such Customers remain eligible for ANET and Assistive Dispatch. Customers on Solacom single-tenant configurations are eligible for all Prepared products, subject to SPAN port fees described below.

17. **Axon Community Request Storage.** If Community Request is included as part of Customer's Quote or combined offering, Customer may store an unlimited amount of data submitted through the public portal ("Portal Content"), within Customer's Axon Evidence instance. The post-termination provisions outlined in the Axon Cloud Services Terms of Use Appendix also apply to Portal Content.

18. **Performance Auto-Tagging Data.** If Axon Performance is included in Customer's Quote or a combined offering, Axon will store call for service data from Customer's CAD or RMS in order to provide services and features of Axon Performance to Customer.

19. **Axon Cloud Services Restrictions.** Customer and Customer End Users (including employees, contractors, agents, officers, volunteers, and directors), may not, or may not attempt to:

19.1. copy, modify, tamper with, repair, or create derivative works of any part of Axon Cloud Services;

19.2. reverse engineer, disassemble, or decompile Axon Cloud Services or apply any process to derive any source code included in Axon Cloud Services, or allow others to do the same;

19.3. access or use Axon Cloud Services with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;

19.4. use trade secret information contained in Axon Cloud Services, except as expressly permitted in this Agreement;

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- 19.5. access Axon Cloud Services to build a competitive device or service or copy any features, functions, or graphics of Axon Cloud Services;
- 19.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within Axon Cloud Services; or
- 19.7. use Axon Cloud Services to store or transmit infringing, libelous, or other unlawful or tortious material; material in violation of third-party privacy rights; or malicious code.
20. **After Termination.** Axon will not delete Customer Content for ninety (90) days following termination. Axon Cloud Services will not be functional during these ninety (90) days other than the ability to retrieve Customer Content. Customer will not incur additional fees if Customer downloads Customer Content from Axon Cloud Services during this time. Axon has no obligation to maintain or provide Customer Content after these ninety (90) days and will thereafter, unless legally prohibited, delete all Customer Content. Upon request, Axon will provide written proof that Axon successfully deleted and fully removed all Customer Content from Axon Cloud Services.
21. **Post-Termination Assistance.** Axon will provide Customer with the same post-termination data retrieval assistance that Axon generally makes available to all customers. Requests for Axon to provide additional assistance in downloading or transferring Customer Content, including requests for Axon's data egress service, will result in additional fees and Axon will not warrant or guarantee data integrity or readability in the external system.
22. **U.S. Government Rights.** If Customer is a U.S. Federal department or using Axon Cloud Services on behalf of a U.S. Federal department, Axon Cloud Services is provided as a "commercial item," "commercial computer software," "commercial computer software documentation," and "technical data", as defined in the Federal Acquisition Regulation and Defense Federal Acquisition Regulation Supplement. If Customer is using Axon Cloud Services on behalf of the U.S. Government and these terms fail to meet the U.S. Government's needs or are inconsistent in any respect with federal law, Customer will immediately discontinue use of Axon Cloud Services.
23. **Survival.** Upon any termination of this Agreement, the following sections in this Appendix will survive: Customer Owns Customer Content, Privacy, Storage, Axon Cloud Services Warranty, Customer Responsibilities and Axon Cloud Services Restrictions.

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## AI Technology Appendix

This AI Technology Appendix shall only apply to Customers who license Axon Cloud Services in a Quote that specifically utilizes AI Technology. Unless explicitly defined otherwise, capitalized terms used in this Appendix have the same meaning as those in the Agreement.

### 1. Definitions.

1.1. **AI Technology.** Refers to artificial intelligence functionalities embedded in Axon's Cloud Services, which may include: (a) Enhanced Evidence Management; (b) AI-powered redaction tools; (c) Large Language Model-based tools (e.g., "Draft One" "Policy Chat"); (d) Predictive Analytics for operational insights; or (e) Natural Language Processing (NLP) for text and speech analysis.

1.2. **Model Drift.** The degradation of AI model performance due to changes in input data or external conditions, requiring retraining or updates.

1.3. **Bias Mitigation.** Strategies and techniques used to identify, measure, and minimize bias in AI Technology.

2. **Integration.** Axon AI Technology is intended to improve public safety, streamline operations, and ensure data accuracy. The AI functionalities will only be used as described in the Agreement or applicable documentation.

3. **Data Use.** Axon acts as a Data Processor for AI Technology. All inquiries submitted are processed solely to provide accurate responses based on Customer Content submitted. Customer remains the Data Controller of all Customer Content. Axon and Axon's subprocessors do not train their models on Customer Content. Customers who elect to participate in Axon's ACEIP program can enter into custom agreements to assist in product development efforts like AI model training. Even in those cases, Axon operates carefully on redacted data and not on Customer Content.

4. **Automatic Data Collection.** AI Technology may automatically collect Non-Content Data about user interactions with the service and their devices to enhance the functionality and security of the system. The details collected include, but are not limited to, the following:

4.1. **User Engagement and Activity Metrics.** AI Technology may track key engagement statistics, including Daily Active Users (DAUs), Weekly Active Users (WAUs), and Monthly Active Users (MAUs). Additional metrics include new user activations, repeat usage rates, total queries submitted, follow-up query volume, session lengths, retention rates, and user satisfaction ratings (e.g., thumbs up/down feedback).

4.2. **Sales and Adoption Tracking.** Axon monitors the number of licenses and agencies purchasing the service, including those in trial phases, fully deploying the service, and conversion rates from trials to paid subscriptions.

4.3. **End User inputs.** Axon may process de-identified end-user inputs to the AI Technology, excluding Customer Content or any data that directly or indirectly identifies individuals.

### 5. Axon Responsibilities.

5.1. **Ethical AI Development.** Axon shall: (a) Follow its responsible innovation framework; (b) Engage with the Ethics and Equity Advisory Council (EEAC) for feedback; (c) Conduct testing to minimize bias and ensure reliability; and (d) Implement Bias Mitigation techniques in model development and deployment.

5.2. **Security Program.** Axon will maintain a comprehensive information security program, including logical and physical access, vulnerability, risk, and configuration management; incident monitoring and response; encryption of digital evidence; and security education.

5.3. **Transparency.** Axon will provide documentation describing AI functionalities and their intended use and disclose any material limitations, risks, or Model Drift incidents.

5.4. **Incident Response.** Axon will promptly address and rectify anomalies in AI functionalities, as outlined in its incident management procedures.

5.5. **Compliance.** Axon will ensure compliance with applicable laws, regulations, and standards, including but not limited to the EU AI Act, NIST AI standards, and ISO/IEC 27001.

### 6. Customer Responsibilities.

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- 6.1. **Ownership of Customer Content.** Customer controls and owns all rights, title, and interest in Customer Content. Axon obtains no interest in Customer Content and will only access Customer Content for limited purposes as outlined in the Agreement.
  - 6.2. **Use of AI Technologies.** Customer must: (a) review AI-generated outputs to ensure accuracy and appropriateness; (b) maintain control over Customer Content shared with AI Technologies (c) comply with applicable laws when using Axon AI Technology and Axon Services; (d) monitor for potential issues with AI outputs, including false positives or negatives; (e) actively opt-in for programs involving data sharing through Axon's ACEIP program; and (f) provide timely feedback on Axon AI Technology performance.
  - 6.3. **Restrictions.** AI Technology is not designed for emergencies, and in such cases, users should contact appropriate emergency services directly. Axon disclaims liability for queries containing prohibited content, such as hate, sexual material, or violence, and reserves the right to restrict such usage. Axon translation products may not be used by healthcare providers (doctors, nurses, paramedics, etc.) for the purpose of providing healthcare services and are only meant to allow healthcare providers to de-escalate confrontations.
  7. **Policy Chat.** This section outlines the specific terms and conditions related to the use of Policy Chat by the Customer. By utilizing Policy Chat, the Customer agrees to comply with the following provisions:
    - 7.1. **License and Content Restrictions.** Any uploads beyond 5,000 pages may be limited by Axon. It is the Customer's responsibility to manage uploads to ensure system efficiency and compliance with these terms.
    - 7.2. **Data Processing.** Inquiries submitted to Policy Chat are processed solely to provide accurate responses based on existing policy documents provided by the Customer. The Customer remains the Data Controller of all policy content, and Axon's role is strictly limited to facilitating access to this information through Policy Chat.
    - 7.3. **Policy Chat Restrictions.** The information provided by Policy Chat is for informational purposes only and is based on the policy documents uploaded by the Customer. Axon does not guarantee the accuracy, completeness, or timeliness of the information, and disclaims all liability for any reliance placed on such information. Policy Chat is not a substitute for official policy documents, legal advice, or comprehensive training. Users should consult their supervisors, legal advisors, or official sources for the most accurate and up-to-date policy guidance. Changes to policies may not be reflected immediately, and it is the Customer's responsibility to ensure data integrity by uploading the most current documents and removing outdated versions.
  8. **Draft One.** Specifically for Customers who utilize Draft One, Axon may impose usage restrictions if a single user generates more than three hundred (300) reports per month for two or more consecutive months.
  9. **Brief One.** Brief One includes automatic summarization of all products that can be transcribed. If Customer subscribes to Brief One, Customer may utilize Brief One with no limit on the number of pieces of evidence or cases. Notwithstanding the foregoing, Axon may limit evidence and case summaries for cases with over one thousand (1000) pieces of evidence or after three hundred (300) cases per End User per month for two (2) consecutive months in a row.
  10. **Auto-Transcribe.** This section outlines licensing terms for Customer's subscription of Auto-Transcribe:
    - 10.1. **A-La-Carte Minutes.** Upon Axon granting Customer a set number of minutes, Customer may utilize Axon Auto-Transcribe, subject to the number of minutes allowed on the Quote. Customers cannot roll over unused minutes to future Auto-Transcribe terms. Axon may charge Customer additional fees for exceeding the number of purchased minutes. Axon Auto-Transcribe minutes expire one year after being provisioned to Customer by Axon.
    - 10.2. **Axon Unlimited Transcribe.** Upon Axon granting Customer an Unlimited Transcribe subscription to Axon Auto-Transcribe, Customer may utilize Axon Auto-Transcribe with no limit on the number of minutes. Unlimited Transcribe includes automatic transcription of all Axon BWC and Axon Capture footage. With regard to Axon Interview Room, Axon Fleet, Axon Community Request, or third-party transcription, transcription must be requested on demand. Notwithstanding the foregoing, Axon may limit usage after 5,000 minutes per user per month for multiple months in a row. Axon will not bill for overages.
  11. **Prepared Products.** This section applies to a Customer's AI Eras subscription for Prepared products:
    - 11.1. Deploying Assistive Dispatch may require Axon to procure additional third party-licensing. Axon reserves the right to pass through these third-party costs to the Customer. Assistive Dispatch may also require
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additional third-party hardware or services to be purchased by the Customer directly from the third-party vendor. AI Era pricing does not include these third-party hardware or services costs.

- 11.2. Assistive Dispatch is available for Customers using supported CAD and radio console configurations. A technical assessment will determine eligibility. Customers with analog radio consoles or unsupported digital console configurations are not eligible for Assistive Dispatch but may use other Prepared products included in AI Era (ACT, AQA, ANET). Axon will conduct eligibility assessment only when explicitly requested by customer.
- 11.3. PSAP eligibility for Prepared products under the AI Era Plan requires that AI Era licenses purchased to represent at least one-third (33%) of the total sworn officer count associated with the PSAP. For PSAPs serving multiple agencies, eligibility is calculated based on the aggregate AI Era licenses purchased by all participating agencies relative to the combined sworn officer count served by that PSAP. Axon retains sole discretion to determine PSAP eligibility, and may consider additional factors including call volume, deployment feasibility, and PSAP configuration in making its determination. If customer is interested in Prepared products as part of the purchase of AI Era Plan, Customer to assist Axon in making all eligibility determinations within 90 days of the date of quote signature.

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## Axon Customer Experience Improvement Program Appendix

The ACEIP is designed to accelerate Axon's development of technology, such as building and supporting automated features, aiming to increase safety within communities and efficiency in public safety. Axon may make limited use of Customer Content from participating customers to provide, develop, improve, and support current and future Axon products (collectively, "ACEIP Purposes"). ACEIP has 2 modes of participation, Basic and Custom. Customer is enrolled in ACEIP Basic by default. If Customer does not want to participate in ACEIP Basic, ACEIP Custom, or both, Customer can revoke its consent at any time via email to [aceip@axon.com](mailto:aceip@axon.com).

### Axon Obligations

#### ACEIP Basic

When Axon uses Customer Content for ACEIP Purposes, Axon will:

- Use Customer Content only for ACEIP Purposes.
- Prohibit direct human access to Customer Content, including by Axon personnel and subprocessors, except as needed to perform or validate deletion.
- Retain Customer Content only as long as needed to create Transformed Content (defined below) and validate the transformations.
- Apply privacy-preserving transformations that remove identifying information appropriate to the use case ("Transformed Content"). AI model weights and similar insights that do not contain Customer Content are Transformed Content. Transformed Content is not Customer Content.
- Retain and permit direct human access to Transformed Content for ACEIP Purposes.
- Maintain security, privacy, and data governance programs as described in the Axon Cloud Services Terms Appendix, and apply them to ACEIP.

#### Transparency Portal Publication

Before activating a use case, Axon will publish it on the Axon Transparency Portal, including the product development purpose, data types involved, and privacy-preserving techniques used. Axon will also notify ACEIP participants when the Transparency Portal is updated with a new or materially changed use case. Fifteen (15) calendar days after notification, Axon may activate the use case for all Basic participants.

#### Opt Out

Customer may opt out of ACEIP Basic at any time via [aceip@axon.com](mailto:aceip@axon.com). Axon endeavors to implement opt outs within fifteen (15) calendar days. Transformations of Customer Content cease when Axon implements the opt out. Axon may retain Transformed Content created before it implemented the opt out request.

#### ACEIP Custom

Custom use cases may be governed by separate written terms between Axon and Customer. Those terms will control that use case. Please direct inquiries regarding Custom participation to [aceip@axon.com](mailto:aceip@axon.com).

**Professional Services Appendix**

If any of the Professional Services specified below are included on the Quote, this Appendix applies.

1. **Utilization of Services.** Customer must use professional services as outlined in the Quote and this Appendix within six (6) months of the Effective Date.
2. **Axon Full Service (Axon Full Service).** Axon Full Service includes advance remote project planning and configuration support and up to four (4) consecutive days of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which on-site services are appropriate. If Customer requires more than four (4) consecutive on-site days, Customer must purchase additional days. Axon Full-Service options include:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories and custom roles based on Customer need</li> <li>• Register cameras to Customer domain</li> <li>• Troubleshoot IT issues with Axon Evidence and Axon Dock ("Dock") access</li> <li>• One on-site session included</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Docks and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using admin credentials from Customer</li> <li>• On-site assistance, not to include physical mounting of docks</li> </ul>
<p><b>Best practice implementation planning session</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of video policy and system operations best practices based on Axon's observations with other customers</li> <li>• Discuss the importance of entering metadata in the field for organization purposes and other best practices for digital data management</li> <li>• Provide referrals of other customers using the Axon camera devices and Axon Evidence</li> <li>• Recommend rollout plan based on review of shift schedules</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b> Step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon instructor training (Train the Trainer)</b> Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon has fulfilled its contractual on-site obligations.</p>
<p><b>Evidence sharing training</b> Tailored workflow instruction for Investigative Units on sharing cases and evidence with local prosecuting agencies.</p>
<p><b>Users go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><b><a href="#">Implementation document packet</a></b> Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide.</p>
<p><b>Post go-live review</b></p>

3. **Body-Worn Camera Starter Service (Axon Starter).** Axon Starter includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Starter options include:

<p><b>System set up and configuration (Remote Support)</b></p> <ul style="list-style-type: none"> <li>• Instructor-led setup of Axon View on smartphones (if applicable)</li> <li>• Configure categories &amp; custom roles based on Customer need</li> </ul>
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<ul style="list-style-type: none"> <li>• Troubleshoot IT issues with Axon Evidence and Dock access</li> </ul>
<p><b>Dock configuration</b></p> <ul style="list-style-type: none"> <li>• Work with Customer to decide the ideal location of Dock setup and set configurations on Dock</li> <li>• Authenticate Dock with Axon Evidence using "Administrator" credentials from Customer</li> <li>• Does not include physical mounting of docks</li> </ul>
<p><b>Axon instructor training (Train the Trainer)</b>            Training for Customer's in-house instructors who can support Customer's Axon camera and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations</p>
<p><b>User go-live training and support sessions</b></p> <ul style="list-style-type: none"> <li>• Assistance with device set up and configuration</li> <li>• Training on device use, Axon Evidence, and Evidence Sync</li> </ul>
<p><a href="#">Implementation document packet</a>            Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</p>

4. **Body-Worn Camera Virtual 1-Day Service (Axon Virtual).** Axon Virtual includes all items in the BWC Starter Service Package, except one (1) day of on-site services.
5. **CEW Services Packages.** CEW Services Packages are detailed below:

<p><b>System set up and configuration</b></p> <ul style="list-style-type: none"> <li>• Configure Axon Evidence categories &amp; custom roles based on Customer need.</li> <li>• Troubleshoot IT issues with Axon Evidence.</li> <li>• Register users and assign roles in Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included</li> </ul>
<p><b>Dedicated Project Manager</b>            Assignment of specific Axon representative for all aspects of planning the rollout (Project Manager). Ideally, Project Manager will be assigned to Customer 4–6 weeks before rollout.</p>
<p><b>Best practice implementation planning session to include:</b></p> <ul style="list-style-type: none"> <li>• Provide considerations for the establishment of CEW policy and system operations best practices based on Axon's observations with other customers.</li> <li>• Discuss the importance of entering metadata and best practices for digital data management.</li> <li>• Provide referrals to other customers using TASER CEWs and Axon Evidence.</li> <li>• <b>For the CEW Full-Service Package:</b> On-site assistance included.</li> <li>• <b>For the CEW Starter Package:</b> Virtual assistance included.</li> </ul>
<p><b>System Admin and troubleshooting training sessions</b>            On-site sessions providing a step-by-step explanation and assistance for Customer's configuration of security, roles &amp; permissions, categories &amp; retention, and other specific settings for Axon Evidence.</p>
<p><b>Axon Evidence Instructor Training</b></p> <ul style="list-style-type: none"> <li>• Provide training on the Axon Evidence to educate instructors who can support Customer's subsequent Axon Evidence training needs.</li> <li>• <b>For the CEW Full-Service Package:</b> Training for up to 3 individuals at Customer's facility</li> <li>• <b>For the CEW Starter Package:</b> Training for up to 1 individual virtually</li> </ul>
<p><b>TASER CEW inspection and device assignment</b>            Axon's on-site professional services team will perform functions check on all new TASER CEW Smart weapons and assign them to a user on Axon Evidence.</p>
<p><b>Post go-live review</b>  <b>For the CEW Full-Service Package:</b> On-site assistance included.  <b>For the CEW Starter Package:</b> Virtual assistance included.</p>

6. **Smart Weapon Transition Service.** The Smart Weapon Transition Service includes:

<p><b>Archival of CEW Firing Logs</b>            Axon's on-site professional services team will upload CEW firing logs to Axon Evidence from all TASER CEW Smart Weapons that Customer is replacing with newer Smart Weapon models.</p>
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**Return of Old Weapons**

Axon's on-site professional service team will ship all old weapons back to Axon's headquarters. Axon will provide Customer with a Certificate of Destruction.

\*Note: CEW Full-Service packages for TASER 7 or TASER 10 include Smart Weapon Transition Service instead of 1-Day Device Specific Instructor Course.

7. **VR Services Package.** VR Service includes advance remote project planning and configuration support and one (1) day of on-site service and a professional services manager to work with Customer to assess Customer's deployment and determine which Services are appropriate. The VR Service training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon VR headset content
- Configure Customer settings based on Customer need
- Troubleshoot IT issues with Axon VR headset

**Axon instructor training (Train the Trainer)**

Training for up to five (5) Customer in-house instructors who can support Customer's Axon VR CET and SIM training needs after Axon has fulfilled its contracted on-site obligations.

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon VR CET and SIM functionality, basic operation, and best practices.

8. **Axon Air, On-Site Training.** Axon Air, On-Site training includes advance remote project planning and configuration support and one (1) day of on-site Services and a professional services manager to work closely with Customer to assess Customer's deployment and determine which Services are appropriate. If Customer requires more than one (1) day of on-site Services, Customer must purchase additional on-site Services. The Axon Air, On-Site training options include:

**System set up and configuration (Remote Support)**

- Instructor-led setup of Axon Air App (ASDS)
- Configure Customer settings based on Customer need
- Configure drone controller
- Troubleshoot IT issues with Axon Evidence

**Axon instructor training (Train the Trainer)**

Training for Customer's in-house instructors who can support Customer's Axon Air and Axon Evidence training needs after Axon's has fulfilled its contracted on-site obligations

**Classroom and practical training sessions**

Step-by-step explanation and assistance for Customer's configuration of Axon Respond+ livestreaming functionality, basic operation, and best practices

9. **Axon Air, Virtual Training.** Axon Air, Virtual training includes all items in the Axon Air, On-Site Training Package, except the practical training session, with the Axon Instructor training for up to four hours virtually.

10. **Signal Sidearm Installation Service.**

- a. **Purchases of 50 SSA units or more:** Axon will provide one (1) day of on-site service and one professional services manager and will provide train the trainer instruction, with direct assistance on the first of each unique holster/mounting type. Customer is responsible for providing a suitable work/training area.
- b. **Purchases of less than 50 SSA units:** Axon will provide a 1-hour virtual instruction session on the basics of installation and device calibration.

11. **Axon Justice Implementation.** Axon Justice Implementation includes advanced remote project planning, configuration support, and training. Axon Justice Implementation includes:

**System set up and configuration**

- Axon performs discovery to understand and document the Agency's needs.
- Axon collaborates with the Client to configure workflows, permissions, and privileges within Axon Evidence based on the Client's needs.
- Axon will facilitate a workflow discussion with the core admin team.

<p><b>Disclosures</b></p> <ul style="list-style-type: none"> <li>Axon enables the Client to share digital evidence to the defense through the following methods as determined by Client and Axon:             <ol style="list-style-type: none"> <li>Public Defender Case Sharing</li> <li>Disclosure Portal</li> <li>Download Links</li> </ol> </li> </ul>
<p><b>Training</b></p> <ul style="list-style-type: none"> <li>Agency Trainers. Axon works with the Agency to identify the Agency trainers receiving instruction on the product. Axon provides a training guide that outlines the covered topics, intended audience, facility needs, and duration of the training. Axon will schedule a cadence of remote training sessions as needed, which are not to exceed three (3) 2-hour training sessions for Agency staff. Each session can accommodate up to 20 users and will train them in full system functionality. Training sessions provided by Axon are conducted on consecutive weekdays (Tuesday-Thursday) during normal business hours (9am-6pm with an hour break in between sessions). After the initial training, is responsible for any future training. Axon provides all training materials for successful training.</li> <li>Partner Agencies: Axon will provide Train the Trainer training to the Agency so that it is equipped to train and support their partner agencies. Ensuring the partner agencies are trained to follow the ingestion method is the Agency's responsibility.</li> </ul>
<p><b>Go-Live Plan</b></p> <ul style="list-style-type: none"> <li>Axon works in partnership with the Agency to build, coordinate, and execute a Go-Live plan to ensure successful system acceptance. Axon coordinates the Go-Live event.</li> </ul>
<p><b>Implementation document packet</b></p> <ul style="list-style-type: none"> <li>Axon Evidence administrator guides, camera implementation guides, network setup guide, sample policies, and categories &amp; roles guide</li> </ul>
<p><b>Post go-live review</b></p>

- Out of Scope Services.** Axon is only responsible to perform the professional services described in the Quote, this Appendix, and any applicable SOW. Any additional professional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.
- Delivery of Services.** Axon personnel will work Monday through Friday, 8:30 a.m. to 5:30 p.m., except holidays. Axon will perform all on-site tasks over a consecutive timeframe. Axon will not charge Customer travel time by Axon personnel to Customer premises as work hours.
- Access Computer Systems to Perform Services.** Customer authorizes Axon to access relevant Customer computers and networks, solely for performing the Services. Axon will work to identify as soon as reasonably practicable resources and information Axon expects to use and will provide an initial itemized list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.
- Site Preparation.** Axon will provide a hardcopy or digital copy of current user documentation for the Axon Devices ("**User Documentation**"). User Documentation will include all required environmental specifications for the professional services and Axon Devices to operate per the Axon Device User Documentation. Before installation of Axon Devices (whether performed by Customer or Axon), Customer must prepare the location(s) where Axon Devices are to be installed ("**Installation Site**") per the environmental specifications in the Axon Device User Documentation. Following installation, Customer must maintain the Installation Site per the environmental specifications. If Axon modifies Axon Device User Documentation for any Axon Devices under this Agreement, Axon will provide the update to Customer when Axon generally releases it.

**Additional Trainings.** If the Customer purchases a training voucher, Customer must use the voucher within one (1) year of issuance, or the voucher will be void. The voucher has no cash value. Customer cannot exchange it for another device or service. Unless stated in the Quote, the voucher does not include travel expenses and will be Customer responsibility.
- Acceptance.** When Axon completes professional services, Axon will present an acceptance form ("**Acceptance Form**") to Customer. Customer will sign the Acceptance Form acknowledging completion. If Customer reasonably believes Axon did not complete the professional services in substantial conformance with this Agreement, Customer

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must notify Axon in writing of the specific reasons for rejection within seven (7) calendar days from delivery of the Acceptance Form. Axon will address the issues and re-present the Acceptance Form for signature. If Axon does not receive the signed Acceptance Form or written notification of reasons for rejection within seven (7) calendar days of delivery of the Acceptance Form, the professional services will be deemed accepted by Customer.

17. **Customer Network.** For work performed by Axon transiting or making use of Customer's network, Customer is solely responsible for maintenance and functionality of the network. In no event will Axon be liable for loss, damage, or corruption of Customer's network from any cause.

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**Technology Assurance Plan Appendix**

If Technology Assurance Plan ("TAP") or a combined offering including TAP is on the Quote, this appendix applies.

1. **Officer Safety Plan.** If Customer purchases an Officer Safety Plan ("OSP"), Customer will receive the deliverables detailed in the Quote. Customer must accept delivery of the TASER CEW and accessories as soon as available from Axon.
2. **OSP 7 or OSP 10 Term.** OSP 7 or OSP 10 begins on the date specified in the Quote ("OSP Term").
3. **TAP Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Device ("**Device Refresh**") as scheduled in the Quote. If Customer purchased TAP, Axon will provide a Device Refresh that is the same or like Axon Device, at Axon's option. Axon makes no guarantee the Device Refresh will utilize the same accessories or Axon Dock.
4. **Dedrone Refresh.** Under the Dedrone Refresh Program ("Program"), you will receive replacement hardware for each covered product purchased under the Program. The replacement hardware will be the same model as, or a comparable model to, the original. The Program does not require Axon to provide next-generation or upgraded versions. You are not required to return the original hardware upon receipt of the replacement.
5. **TAP Dock Refresh.** If Customer has no outstanding payment obligations and purchased TAP, Axon will provide Customer a new Axon Dock, if required for an Axon Device, as scheduled in the Quote ("**Dock Refresh**"). Accessories associated with any Dock Refreshes are subject to change at Axon discretion. Dock Refreshes will only include a new Axon Dock Bay configuration unless a new Axon Dock core is required for Axon Device compatibility. If Customer originally purchased a single-bay Axon Dock, the Dock Refresh will be a single-bay Axon Dock model that is the same or like Axon Device, at Axon's option. If Customer originally purchased a multi-bay Axon Dock, the Dock Refresh will be a multi-bay Axon Dock that is the same or like Axon Device, at Axon's option.
6. **Refresh Delay.** Axon may ship the Axon Device and Dock Refreshes as scheduled in the Quote without prior confirmation from Customer unless the Parties agree in writing otherwise at least ninety (90) days in advance. Axon may ship the final Axon Device and Dock Refreshes as scheduled in the Quote sixty (60) days before the end of the Subscription Term without prior confirmation from Customer.
7. **Upgrade Change.** If Customer wants to upgrade Axon Device models from the current Axon Device to an upgraded Axon Device, Customer must pay the price difference between the MSRP for the current Axon Device and the MSRP for the upgraded Axon Device. If the model Customer desires has an MSRP less than the MSRP of the offered Axon Device Refreshes or Dock Refresh, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade. For Dedrone devices Axon does not guarantee that next-gen products will be available at the time of refresh.
8. **Return of Original Axon Device.** Except for any Dedrone devices, within thirty (30) days of receiving a Device or Dock Refresh, Customer must return the original Axon Devices to Axon or destroy the Axon Devices and provide a certificate of destruction to Axon including serial numbers for the destroyed Axon Devices. If Customer does not return or destroy the Axon Devices, Axon will deactivate the serial numbers for the Axon Devices received by Customer. For Dedrone hardware, the Customer has no obligation to return or destroy the hardware under the TAP program.
9. **Termination.** If TAP or OSP terminates or expires:
  - 9.1. TAP and OSP coverage terminate as of the date of termination and no refunds will be given.
  - 9.2. Axon will not and has no obligation to provide the Upgrade Models.
  - 9.3 Customer must make any missed payments due to the termination before Customer may purchase any future TAP or OSP.

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## TASER Device Appendix

This TASER Device Appendix applies to Customer's TASER 7, TASER 10, OSP 7, OSP 10, OSP Plus, OSP 7 Plus Premium OSP 10 Plus Premium and the TASER component of any TASER mounted drones purchased from Axon, if applicable.

1. **Duty Cartridge Replenishment Plan.** If the Quote includes "**Duty Cartridge Replenishment Plan**", Customer must purchase the plan for each CEW user. A CEW user includes officers that use a CEW in the line of duty and those that only use a CEW for training. Customer may not resell cartridges received. Axon will only replace cartridges used in the line of duty.
2. **Training.** If the Quote includes a TASER On Demand Certification subscription, Customer will have on-demand access to TASER Instructor and TASER Master Instructor courses only for the duration of the TASER Subscription Term. Axon will issue a maximum of ten (10) TASER Instructor vouchers and ten (10) TASER Master Instructor vouchers for every one thousand TASER Subscriptions purchased. Customer shall utilize vouchers to register for TASER courses at their discretion; however, Customer may incur a fee for cancellations less than 10 business days prior to a course date or failure to appear to a registered course. The voucher has no cash value. Customer cannot exchange voucher for any other Device or Service. Any unused vouchers at the end of the Term will be forfeited. A voucher does not include any travel or other expenses that might be incurred related to attending a course.
3. **Limited Warranty.**
  - 3.1. **"Deployment"** means use of the TASER weapon resulting in the discharge of the conducted energy weapon ("CEW") cartridge probe. For TASER 10 each probe discharged is consider one Deployment and for TASER 7 the dual probe discharged is considered one Deployment.
  - 3.2. **Single User Warranty.** If the TASER Device is assigned and used by a single user, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100.
  - 3.3. **Pooled User Warranty.** If the TASER Device is assigned and used by multiple users, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or, 100 Deployments.
  - 3.4. **Training User Devices.** If the TASER Device is used for training, Axon warrants that Axon-manufactured TASER Device is free from defects in workmanship and materials for the earlier of: one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.5. **TASER 10L Devices.** If the TASER Device is a TASER 10L (TASER 10 Light) as defined in the Quote, Axon warrants that the TASER Device is free from defects in workmanship and materials for the earlier of one (1) year from the date of Customer's receipt or 100 Deployments.
  - 3.6. **CEW Cartridges.** Used CEW cartridges are deemed to have operated properly.
  - 3.7. **Remaining Terms.** The remaining Warranty terms of the Agreement including Disclaimer, Claims, Spare Axon Devices and Limitations shall apply to this TASER Device Appendix.
  - 3.8. **Registration.** Prior to use of the TASER Device, Customer must register each TASER Device in TASER Device Axon Evidence tenancy as a single user, pooled or training device. Failure to properly register the TASER Device prior to its use may void the warranty at Axon's sole discretion.
4. **Extended Warranty.** If the Quote includes an extended warranty, the extended warranty coverage period begins upon the expiration of the Limited Warranty and continues for the period defined in the Quote. Each additional year of warranty purchased will be in accordance with the applicable Limited Warranty category above. The maximum warranty period that may be purchased for an individual TASER Device will be the earlier of five (5) years or 500 Deployments, this includes the Limited Warranty. Limited Warranty. Reduced Life TASER 10L device has a maximum warranty that may be purchased will be the earlier of two (2) years or 200 including the Limited Warranty.
5. **Upgrade Change.** If Customer wants to upgrade TASER Device from the current TASER Device to an upgraded Axon TASER Device that was not available at the time the parties entered into the original Quote, Customer must pay the price difference between the MSRP for the current TASER Device and the MSRP for the upgraded TASER Device. If the model Customer desires has an MSRP less than the MSRP of the offered new TASER Device, Axon will not provide a refund. The MSRP is the MSRP in effect at the time of the upgrade.
6. **Trade-in.** If the Quote contains a discount on CEW-related line items and that discount is contingent upon the trade-

in of hardware, Customer must return used hardware and accessories associated with the discount ("**Trade-In Units**") to Axon within the below prescribed timeline. Customer must ship batteries via ground shipping. Axon will provide Customer with a pre-paid shipping label for the return of the Trade-In Units. If Axon does not receive Trade-In Units within the timeframe below, Axon will invoice Customer the value of the trade-in credit. Customer may not destroy Trade-In Units and receive a trade-in credit.

<u>Customer Size</u>	<u>Days to Return from Start Date of TASER 10 Subscription</u>
Less than 100 officers	60 days
100 to 499 officers	90 days
500+ officers	180 days

7. **Customer Warranty.** If Customer is located in the US, Customer warrants and acknowledges that TASER 10 is classified as a firearm and is being acquired for official Customer use pursuant to a law enforcement agency transfer under the Gun Control Act of 1968.
8. **Purchase Order.** To comply with applicable laws and regulations, Customer must provide a purchase order to Axon prior to shipment of TASER 10.
9. **Apollo Grant (US only).** If Customer has received an Apollo Grant from Axon, Customer must pay all fees in the Quote prior to upgrading to any new TASER Device offered by Axon.
10. **Termination.** If payment for TASER Device is more than thirty (30) days past due, Axon may terminate Customer's TASER Device plan by notifying Customer. Upon termination for any reason, then as of the date of termination:
  - 10.1. TASER Device extended warranties and access to Training Content will terminate. No refunds will be given.
  - 10.2. Customer will be responsible for payment of any missed payments due to the termination before being allowed to purchase any future TASER Device plan.
  - 10.3. Axon will invoice Customer the remaining MSRP for TASER Devices received before termination. If terminating for non-appropriation, Axon will not invoice Customer if Customer returns the TASER Device, rechargeable battery, holster, dock, core, training suits, and unused cartridges to Axon within thirty (30) days of the date of termination.

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## Axon Auto-Tagging Appendix

If Auto-Tagging is included on the Quote, this Appendix applies.

1. **Scope.** Axon Auto-Tagging consists of the development of a module to allow Axon Evidence to interact with Customer's Computer-Aided Dispatch ("**CAD**") or Records Management Systems ("**RMS**"). This allows End Users to auto-populate Axon video meta-data with a case ID, category, and location-based on data maintained in Customer's CAD or RMS.
2. **Support.** For thirty (30) days after completing Auto-Tagging Services, Axon will provide up to five (5) hours of remote support at no additional charge. Axon will provide free support due to a change in Axon Evidence, if Customer maintains an Axon Evidence and Auto-Tagging subscription. Axon will not provide support if a change is required because Customer changes its CAD or RMS.
3. **Changes.** Axon is only responsible to perform the Services in this Appendix for Auto-Tagging and any applicable SOW. Any additional Services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in fees or schedule.
4. **Customer Responsibilities.** Axon's performance of Auto-Tagging Services requires Customer to:
  - 4.1. Make available relevant systems, including Customer's current CAD or RMS, for assessment by Axon (including remote access if possible);
  - 4.2. Make required modifications, upgrades or alterations to Customer's hardware, facilities, systems and networks related to Axon's performance of Auto-Tagging Services;
  - 4.3. Provide access to the premises where Axon is performing Auto-Tagging Services, subject to Customer safety and security restrictions, and allow Axon to enter and exit the premises with laptops and materials needed to perform Auto-Tagging Services;
  - 4.4. Provide all infrastructure and software information (TCP/IP addresses, node names, network configuration) necessary for Axon to provide Auto-Tagging Services;
  - 4.5. Promptly install and implement any software updates provided by Axon;
  - 4.6. Ensure that all appropriate data backups are performed;
  - 4.7. Provide assistance, participation, and approvals in testing Auto-Tagging Services;
  - 4.8. Provide Axon with remote access to Customer's Axon Evidence account when required;
  - 4.9. Notify Axon of any network or machine maintenance that may impact the performance of the module at Customer; and
  - 4.10. Ensure reasonable availability of knowledgeable staff and personnel to provide timely, accurate, complete, and up-to-date documentation and information to Axon.
5. **Access to Systems.** Customer authorizes Axon to access Customer's relevant computers, network systems, and CAD or RMS solely for performing Auto-Tagging Services. Axon will work diligently to identify the resources and information Axon expects to use and will provide an initial list to Customer. Customer is responsible for and assumes the risk of any problems, delays, losses, claims, or expenses resulting from the content, accuracy, completeness, and consistency of all data, materials, and information supplied by Customer.

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**Axon ALPR Appendix**

If Axon Fleet 2, Axon Fleet 3, or any future generation of Axon Fleet (collectively, “**Axon Fleet**”) or Axon Outpost or Axon Lightpost (collectively all “**ALPR Products**”) is included on the Quote, this Appendix applies.

**1. Customer Responsibilities.**

- 1.1. Customer must ensure its infrastructure and vehicles adhere to the minimum requirements to operate Axon ALPR Products as established by Axon during the qualifier call and on-site assessment at Customer and in any technical qualifying questions. If Customer’s representations are inaccurate, the Quote is subject to change.
- 1.2. Customer is responsible for providing a suitable work area for Axon or Axon third-party providers to install Axon ALPR Products into Customer vehicles and/or at designated installation location(s).s Customer is responsible for making available all vehicles for which installation services were purchased and preparing all installation sites, during the agreed upon onsite installation dates, Failure to make vehicles available or prepare installation sites may require an equitable adjustment in fees or schedule

**2. Third-party Installer.** Axon will not be liable for the failure of Axon Fleet, Axon Outpost, or Axon Lightpost hardware to operate per specifications if such failure results from installation not performed by, or as directed by Axon.

**3. Axon Fleet Specific Terms.**

- 3.1. **Cradlepoint.** If Customer purchases Cradlepoint hardware, software, or services, Customer will comply with Cradlepoint’s end user license agreement. The term of the Cradlepoint license may differ from the Axon Evidence Subscription. If Customer requires Cradlepoint support, Customer will contact Cradlepoint directly. By accepting a Quote including Cradlepoint products, Customer designates and authorizes Axon as its partner of record for purposes of Cradlepoint product renewals, support coordination, and other relevant functions. This designation applies to all Cradlepoint products acquired by Customer during the Subscription Term of the applicable Quote whether directly from Cradlepoint, through Axon, or through any third-party vendor or distributor. Axon shall have no liability to Customer or any third party arising out of or relating to Axon’s acts or omissions as the Partner of Record. Customer has the right to opt out of this authorization at any time by providing prior written notification to both Axon and Cradlepoint. Upon such notification, the designation will be removed. This authorization remains effective until formally removed in accordance with this section or as otherwise agreed between the parties in the Agreement.
- 3.2. **Axon Vehicle Software License.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use ViewXL or Dashboard (collectively, "Axon Vehicle Software".) "Use" means storing, loading, installing, or executing Axon Vehicle Software solely for data communication with Axon Devices. The Axon Vehicle Software term begins upon the start of the Axon Evidence Subscription
- 3.3. **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of Axon Vehicle Software; (b) reverse engineer, disassemble, or decompile Axon Vehicle Software, apply any process to derive the source code of Axon Vehicle Software, or allow others to do so; (c) access or use Axon Vehicle Software to avoid incurring fees or exceeding usage limits; (d) copy Axon Vehicle Software in whole or part; (e) use trade secret information contained in Axon Vehicle Software; (f) resell, rent, loan or sublicense Axon Vehicle Software; (g) access Axon Vehicle Software to build a competitive device or service or copy any features, functions or graphics of Axon Vehicle Software; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon’s licensors on or within Axon Vehicle Software.

**12. Axon Outpost Specific Terms.**

- 3.4. **Outpost License and Permits.** Customers will obtain, maintain all legally required permits, authorizations, and/or licensing in order to place, maintain, and/or remove the Axon Outpost device at the installation location including licenses or permits for fixed installation of poles. If mutually agreed by the parties, Axon or an Axon authorized subcontractor may assist with obtaining the necessary local, state, or Federal approvals before installing Axon Outpost.

**13. Installation.** Customer will adhere to the installation requirements as agreed in the **Outpost SOW.**

14. **Vandalism or Motor Vehicle Accident Warranty.** If Customer purchases the **Vandalism and Accident warranty**, Axon will provide up to two (2) replacements per warranty purchased if your **Outpost is damaged due to vandalism or a motor vehicle accident.** Axon will make a commercially reasonable effort

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to provide new installation free of charge, but installation may require additional cost. Axon does not provide refunds or credits if the warranty is not used during the Term of the Quote.

15. **Axon Lightpost Specific Terms.**

- 3.5. **Ubicquia.** If Customer purchases Lightpost hardware and installation services, any warranties for the hardware are provided exclusively by the third-party manufacturer Ubicquia. All hardware-related support or warranty claims must be directed to the respective third-party provider. Axon is not responsible for servicing or replacing hardware. Axon will provide and support software components in accordance with the applicable Quote.
- 3.6. **Installation.** Installation of Axon Lightpost equipment will be performed by a third-party service provider authorized by Axon. Axon does not directly perform installation services.
- 3.7. **Power.** Customer agrees to supply a power source, in compliance with Lightpost requirements, at each site where a Lightpost device is installed. The power must be available on a 24-hour, 7 days per week (24/7) basis.

16. **Wireless Offload Server**

- 7.1 **License Grant.** Axon grants Customer a non-exclusive, royalty-free, worldwide, perpetual license to use Wireless Offload Server ("**WOS**"). "Use" means storing, loading, installing, or executing WOS solely for data communication with Axon Devices for the number of licenses purchased. The WOS term begins upon the start of the Axon Evidence Subscription.
- 7.2 **Restrictions.** Customer may not: (a) modify, alter, tamper with, repair, or create derivative works of WOS; (b) reverse engineer, disassemble, or decompile WOS, apply any process to derive the source code of WOS, or allow others to do so; (c) access or use WOS to avoid incurring fees or exceeding usage limits; (d) copy WOS in whole or part; (e) use trade secret information contained in WOS; (f) resell, rent, loan or sublicense WOS; (g) access WOS to build a competitive device or service or copy any features, functions or graphics of WOS; or (h) remove, alter or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within WOS.
- 7.3 **Updates.** If Customer purchases WOS maintenance, Axon will make updates and error corrections to WOS ("**WOS Updates**") available electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate Internet access to receive WOS Updates and maintaining computer equipment necessary for use of WOS. The Quote will detail the maintenance term.
- 7.4 **WOS Support.** Upon request by Axon, Customer will provide Axon with access to Customer's store and forward servers solely for troubleshooting and maintenance.
17. **Acceptance Checklist.** If Axon provides Services to Customer pursuant to any statement of work in connection with Axon ALPR Products, within seven (7) days of the date on which Customer retrieves Customer's vehicle(s) from the Axon installer or Axon Outpost or Axon Lightpost installation is complete, said ALPR Products having been installed and configured with tested and fully and properly operational hardware and software identified above, Customer will receive a Professional Services Acceptance Checklist to submit to Axon indicating acceptance or denial of said deliverables. In the event Customer does not respond to the Professional Services Acceptance Checklist within seven (7) business days, the installation of the ALPR Products and services shall be deemed accepted.

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## Axon Respond Appendix

This Axon Respond Appendix applies to Axon Respond, Axon Respond Device Plus, and Device Connectivity if any are included on the Quote.

1. **Axon Respond Subscription Term.** If Customer purchases Axon Respond as part of a combined offering on a Quote, the Axon Respond subscription begins on the later of the (1) start date of that offering within the Quote, or (2) date Axon provisions Axon Respond to Customer. If Customer purchases Axon Respond as a standalone, the Axon Respond subscription begins the later of the (1) date Axon provisions Axon Respond to Customer, or (2) first day of the month following the Effective Date. The Axon Respond subscription term will end upon the completion of the Axon Evidence Subscription associated with Axon Respond.
2. **Scope of Axon Respond.** The scope of Axon Respond is to assist Customer with real-time situational awareness during critical incidents to improve officer safety, effectiveness, and awareness. In the event Customer uses Axon Respond outside this scope, Axon may initiate good-faith discussions with Customer on upgrading Customer's Axon Respond to better meet Customer's needs.
3. **Axon Body LTE Requirements.** Axon Respond is only available and usable with an LTE enabled body-worn camera. Axon is not liable if Customer utilizes the LTE device outside of the coverage area or if the LTE carrier is unavailable. LTE coverage is available in the United States including U.S. territories. Additional verification will be required for use in select international regions. Axon may utilize a carrier of Axon's choice to provide LTE service. Axon may change LTE carriers during the Term without Customer's consent.
4. **Axon Fleet LTE Requirements.** Axon Respond is only available and usable with a Fleet 3 system configured with LTE modem and service. Customer is responsible for providing LTE service for the modem. Coverage and availability of LTE service is subject to Customer's LTE carrier.
5. **Axon Respond Service Limitations.** Customer acknowledges that LTE service is made available only within the operating range of the networks. Service may be temporarily refused, interrupted, or limited because of: (a) facilities limitations; (b) transmission limitations caused by atmospheric, terrain, other natural or artificial conditions adversely affecting transmission, weak batteries, system overcapacity, movement outside a service area or gaps in coverage in a service area, and other causes reasonably outside of the carrier's control such as intentional or negligent acts of third parties that damage or impair the network or disrupt service; or (c) equipment modifications, upgrades, relocations, repairs, and other similar activities necessary for the proper or improved operation of service.
  - 5.1. With regard to Axon Body, Partner networks are made available as-is and the carrier makes no warranties or representations as to the availability or quality of roaming service provided by carrier partners, and the carrier will not be liable in any capacity for any errors, outages, or failures of carrier partner networks. Customer expressly understands and agrees that it has no contractual relationship whatsoever with the underlying wireless service provider or its affiliates or contractors and Customer is not a third-party beneficiary of any agreement between Axon and the underlying carrier.
6. **Termination.** Upon termination of this Agreement, or if Customer stops paying for Axon Respond or combined offerings that include Axon Respond, Axon will end Axon Respond services, including any Axon-provided LTE service.

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**Axon Virtual Reality Content Terms of Use Appendix**

If Virtual Reality is included on the Quote, this Appendix applies.

1. **Term.** The Quote will detail the products and license duration, as applicable, of the goods, services, and software, and contents thereof, provided by Axon to Customer related to virtual reality (collectively, "**Virtual Reality Media**").
2. **Headsets.** Customer may purchase additional virtual reality headsets from Axon. In the event Customer decides to purchase additional virtual reality headsets for use with Virtual Reality Media, Customer must purchase those headsets from Axon.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. If Customer utilizes more users than stated in this Agreement, Customer must purchase additional Virtual Reality Media licenses from Axon. Customer may not use Virtual Reality Media for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Virtual Reality Media;
  - 3.2. reverse engineer, disassemble, or decompile Virtual Reality Media or apply any process to derive the source code of Virtual Reality Media, or allow others to do the same;
  - 3.3. copy Virtual Reality Media in whole or part, except as expressly permitted in this Agreement;
  - 3.4. use trade secret information contained in Virtual Reality Media;
  - 3.5. resell, rent, loan or sublicense Virtual Reality Media;
  - 3.6. access Virtual Reality Media to build a competitive device or service or copy any features, functions, or graphics of Virtual Reality Media; or
  - 3.7. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Virtual Reality Media or any copies of Virtual Reality Media.
4. **Privacy.** Customer's use of the Virtual Reality Media is subject to the Axon Virtual Reality Privacy Policy, a current version of which is available at <https://www.axon.com/axonvrprivacypolicy>.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement.

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## Axon Evidence Local Software Appendix

This Appendix applies if Axon Evidence Local is included in the Quote.

1. **License.** Axon owns all executable instructions, images, icons, sound, and text in Axon Evidence Local. All rights are reserved to Axon. Axon grants a non-exclusive, royalty-free, worldwide right and license to use Axon Evidence Local. "Use" means storing, loading, installing, or executing Axon Evidence Local exclusively for data communication with an Axon Device. Customer may use Axon Evidence Local in a networked environment on computers other than the computer it installs Axon Evidence Local on, so long as each execution of Axon Evidence Local is for data communication with an Axon Device. Customer may make copies of Axon Evidence Local for archival purposes only. Customer shall retain all copyright, trademark, and proprietary notices in Axon Evidence Local on all copies or adaptations.
2. **Term.** The Quote will detail the duration of the Axon Evidence Local license, as well as any maintenance. The term will begin upon installation of Axon Evidence Local.
3. **License Restrictions.** All licenses will immediately terminate if Customer does not comply with any term of this Agreement. Customer may not use Axon Evidence Local for any purpose other than as expressly permitted by this Agreement. Customer may not:
  - 3.1. modify, tamper with, repair, or otherwise create derivative works of Axon Evidence Local;
  - 3.2. reverse engineer, disassemble, or decompile Axon Evidence Local or apply any process to derive the source code of Axon Evidence Local, or allow others to do the same;
  - 3.3. access or use Axon Evidence Local to avoid incurring fees or exceeding usage limits or quotas;
  - 3.4. copy Axon Evidence Local in whole or part, except as expressly permitted in this Agreement;
  - 3.5. use trade secret information contained in Axon Evidence Local;
  - 3.6. resell, rent, loan or sublicense Axon Evidence Local;
  - 3.7. access Axon Evidence Local to build a competitive device or service or copy any features, functions, or graphics of Axon Evidence Local; or
  - 3.8. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon or Axon's licensors on or within Axon Evidence Local or any copies of Axon Evidence Local.
4. **Support.** Axon may make available updates and error corrections ("**Updates**") to Axon Evidence Local. Axon will provide Updates electronically via the Internet or media as determined by Axon. Customer is responsible for establishing and maintaining adequate access to the Internet to receive Updates. Customer is responsible for maintaining the computer equipment necessary to use Axon Evidence Local. Axon may provide technical support of a prior release/version of Axon Evidence Local for six (6) months from when Axon made the subsequent release/version available.
5. **Termination.** Axon may terminate Customer's license immediately for Customer's failure to comply with any of the terms in this Agreement. Upon termination, Axon may disable Customer's right to login to Axon Evidence Local.

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## Axon Application Programming Interface Appendix

This Appendix applies if Axon's API Services or a subscription to Axon Cloud Services are included on the Quote.

### 1. **Definitions.**

- 1.1. **"API Client"** means the software that acts as the interface between Customer's computer and the server, which is already developed or to be developed by Customer.
- 1.2. **"API Interface"** means software implemented by Customer to configure Customer's independent API Client Software to operate in conjunction with the API Service for Customer's authorized Use.
- 1.3. **"Axon Evidence Partner API, API or Axon API"** (collectively **"API Service"**) means Axon's API which provides a programmatic means to access data in Customer's Axon Evidence account or integrate Customer's Axon Evidence account with other systems.
- 1.4. **"Use"** means any operation on Customer's data enabled by the supported API functionality.

### 2. **Purpose and License.**

- 2.1. Customer may use API Service and data made available through API Service, in connection with an API Client developed by Customer. Axon may monitor Customer's use of API Service to ensure quality, improve Axon devices and services, and verify compliance with this Agreement. Customer agrees to not interfere with such monitoring or obscure from Axon Customer's use of API Service. Customer will not use API Service for commercial use.
- 2.2. Axon grants Customer a non-exclusive, non-transferable, non-sublicensable, worldwide, revocable right and license during the Term to use API Service, solely for Customer's Use in connection with Customer's API Client.
- 2.3. Axon reserves the right to set limitations on Customer's use of the API Service, such as a quota on operations, to ensure stability and availability of Axon's API. Axon will use reasonable efforts to accommodate use beyond the designated limits.

### 3. **Configuration.** Customer will work independently to configure Customer's API Client with API Service for Customer's applicable Use. Customer will be required to provide certain information (such as identification or contact details) as part of the registration. Registration information provided to Axon must be accurate. Customer will inform Axon promptly of any updates. Upon Customer's registration, Axon will provide documentation outlining API Service information.

### 4. **Customer Responsibilities.** When using API Service, Customer and its End Users shall not:

- 4.1. use API Service in any way other than as expressly permitted under this Agreement;
- 4.2. use in any way that results in, or could result in, any security breach to Axon;
- 4.3. perform an action with the intent of introducing any virus, worm, defect, Trojan horse, malware, or any item of a destructive nature to Axon Devices and Services;
- 4.4. interfere with, modify, disrupt or disable features or functionality of API Service or the servers or networks providing API Service;
- 4.5. reverse engineer, decompile, disassemble, or translate or attempt to extract the source code from API Service or any related software;
- 4.6. create an API Interface that functions substantially the same as API Service and offer it for use by third parties;
- 4.7. provide use of API Service on a service bureau, rental or managed services basis or permit other individuals or entities to create links to API Service;
- 4.8. frame or mirror API Service on any other server, or wireless or Internet-based device;
- 4.9. make available to a third-party, any token, key, password or other login credentials to API Service;
- 4.10. take any action or inaction resulting in illegal, unauthorized or improper purposes; or
- 4.11. disclose Axon's API manual.

### 5. **API Content.** All content related to API Service, other than Customer Content or Customer's API Client content, is considered Axon's API Content, including:

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- 5.1. the design, structure and naming of API Service fields in all responses and requests;
  - 5.2. the resources available within API Service for which Customer takes actions on, such as evidence, cases, users, or reports;
  - 5.3. the structure of and relationship of API Service resources; and
  - 5.4. the design of API Service, in any part or as a whole.
6. **Prohibitions on API Content.** Neither Customer nor its End Users will use API content returned from the API Interface to:
- 6.1. scrape, build databases, or otherwise create permanent copies of such content, or keep cached copies longer than permitted by the cache header;
  - 6.2. copy, translate, modify, create a derivative work of, sell, lease, lend, convey, distribute, publicly display, or sublicense to any third-party;
  - 6.3. misrepresent the source or ownership; or
  - 6.4. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices).
7. **API Updates.** Axon may update or modify the API Service from time to time ("**API Update**"). Customer is required to implement and use the most current version of API Service and to make any applicable changes to Customer's API Client required as a result of such API Update. API Updates may adversely affect how Customer's API Client access or communicate with API Service or the API Interface. Each API Client must contain means for Customer to update API Client to the most current version of API Service. Axon will provide support for one (1) year following the release of an API Update for all depreciated API Service versions.

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**Axon Channel Services Appendix**

This Appendix applies if Customer purchases Axon Channel Service, as set forth on the Quote.

1. **Definitions.**

- 1.1. **"Axon Digital Evidence Management System"** means Axon Evidence or Axon Evidence Local, as specified in the attached Channel Services Statement of Work.
- 1.2. **"Active Channel"** means a third-party system that is continuously communicating with an Axon Digital Evidence Management System.
- 1.3. **"Inactive Channel"** means a third-party system that will have a one-time communication to an Axon Digital Evidence Management System.

2. **Scope.** Customer currently has a third-party system or data repository from which Customer desires to share data with Axon Digital Evidence Management. Axon will facilitate the transfer of Customer's third-party data into an Axon Digital Evidence Management System or the transfer of Customer data out of an Axon Digital Evidence Management System as defined in the Channel Services Statement of Work ("**Channel Services SOW**"). Channel Services will not delete any Customer Content. Customer is responsible for verifying all necessary data is migrated correctly and retained per Customer policy.

3. **Changes.** Axon is only responsible to perform the Services described in this Appendix and Channel Services SOW. Any additional services are out of scope. The Parties must document scope changes in a written and signed change order. Changes may require an equitable adjustment in the charges or schedule.

4. **Purpose and Use.** Customer is responsible for verifying Customer has the right to share data from and provide access to third-party system as it relates to the Services described in this Appendix and the Channel Services SOW. For Active Channels, Customer is responsible for any changes to a third-party system that may affect the functionality of the channel service. Any additional work required for the continuation of the Service may require additional fees. An Axon Field Engineer may require access to Customer's network and systems to perform the Services described in the Channel Services SOW. Customer is responsible for facilitating this access per all laws and policies applicable to Customer.

5. **Project Management.** Axon will assign a Project Manager to work closely with Customer's project manager and project team members and will be responsible for completing the tasks required to meet all contract deliverables on time and budget.

6. **Warranty.** Axon warrants that it will perform the Channel Services in a workmanlike manner.

7. **Monitoring.** Axon may monitor Customer's use of Channel Services to ensure quality, improve Axon devices and services, prepare invoices based on the total amount of data migrated, and verify compliance with this Agreement. Customer agrees not to interfere with such monitoring or obscure from Axon Customer's use of channel services.

8. **Customer's Responsibilities.** Axon's successful performance of the Channel Services requires Customer:

- 8.1. Make available its relevant systems for assessment by Axon (including making these systems available to Axon via remote access);
- 8.2. Provide access to the building facilities and where Axon is to perform the Channel Services, subject to safety and security restrictions imposed by the Customer (including providing security passes or other necessary documentation to Axon representatives performing the Channel Services permitting them to enter and exit Customer premises with laptop personal computers and any other materials needed to perform the Channel Services);
- 8.3. Provide all necessary infrastructure and software information (TCP/IP addresses, node names, and network configuration) for Axon to provide the Channel Services;
- 8.4. Ensure all appropriate data backups are performed;
- 8.5. Provide Axon with remote access to the Customer's network and third-party systems when required for Axon to perform the Channel Services;
- 8.6. Notify Axon of any network or machine maintenance that may impact the performance of the Channel Services; and
- 8.7. Ensure the reasonable availability by phone or email of knowledgeable staff, personnel, system administrators, and operators to provide timely, accurate, complete, and up-to-date documentation and information to Axon (these contacts are to provide background information and clarification of information required to perform the Channel Services).

**Axon Technical Account Manager Appendix**

This Appendix applies if Axon Support Engineer services are included in the Quote.

1. **Axon Technical Account Manager Payment.** Axon will invoice for Axon Technical Account Manager ("TAM") services, as outlined in the Quote, when the TAM commences work on-site at Customer.
2. **Full-Time TAM Scope of Services.**
  - 2.1. A Full-Time TAM will work on-site four (4) days per week, unless an alternate schedule or reporting location is mutually agreed upon by Axon and Customer.
  - 2.2. Customer's Axon sales representative and Axon's Customer Success team will work with Customer to define its support needs and ensure the Full-Time TAM has skills to align with those needs. There may be up to a six- (6-) month waiting period before the Full-Time TAM can work on-site, depending upon Customer's needs and availability of a Full-Time TAM.
  - 2.3. The purchase of Full-Time TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer, and Customer is current on all payments for the Full-Time TAM Service.
  - 2.4. The Full-Time TAM **Service options are listed below:**

<p><b>Ongoing System Set-up and Configuration</b>          Assisting with assigning cameras and registering docks          Maintaining <b>Customer's Axon Evidence account</b>          Connecting Customer to "Early Access" programs for new devices</p>
<p><b>Account Maintenance</b>          Conducting on-site training on new features and <b>devices for Customer leadership team(s)</b>          Thoroughly documenting issues and workflows and suggesting new workflows to improve <b>the effectiveness of the Axon program</b>          Conducting weekly meetings to cover current issues and program status</p>
<p><b>Data Analysis</b>          Providing on-demand Axon usage data to identify trends and insights for improving daily workflows          Comparing <b>Customer's Axon usage and trends to peers to establish best practices</b>          Proactively monitoring the health of Axon equipment and coordinating returns when needed</p>
<p><b>Direct Support</b>          Providing on-site, Tier 1 and Tier 2 (as defined in Axon's Service Level Agreement) technical support for Axon Devices          Proactively monitoring the health of <b>Axon equipment</b>          Creating and monitoring RMAs <b>on-site</b>          Providing Axon app support          Monitoring and testing new firmware and workflows before they are released to Customer's production environment</p>
<p><b>Customer Advocacy</b>          Coordinating <b>bi-annual voice of customer meetings with Axon's Device Management team</b>          Recording and tracking Customer feature requests and major bugs</p>

3. **Regional TAM Scope of Services.**
  - 3.1. A Regional TAM will work on-site for three (3) consecutive days per quarter. Customer must schedule the on-site days at least two (2) weeks in advance. The Regional TAM will also be available by phone and email during regular business hours up to eight (8) hours per week.
  - 3.2. There may be up to a six- (6-) month waiting period before Axon assigns a Regional TAM to Customer, depending upon the availability of a Regional TAM.
  - 3.3. The purchase of Regional TAM Services includes two (2) complimentary Axon Accelerate tickets per year of the Agreement, so long as the TAM has started work at Customer and Customer is current on all payments for the Regional TAM Service.
  - 3.4. The Regional TAM service options are listed below:

**Account Maintenance**

Conducting remote training on new features and **devices for Customer's leadership**  
Thoroughly documenting issues and workflows and suggesting new **workflows to improve the effectiveness of the Axon program**  
Conducting weekly conference calls to cover **current issues and program status**  
Visiting Customer quarterly (up to 3 consecutive days) to perform a quarterly business review, discuss Customer's goals for your Axon program, and continue to ensure a successful deployment of Axon Devices

**Direct Support**

**Providing remote, Tier 1 and Tier 2 (As defined Axon's Service Level Agreement) technical support for Axon Devices**  
Creating and monitoring RMAs remotely

**Data Analysis**

Providing quarterly Axon **usage data to identify trends and program efficiency opportunities**  
Comparing **Customer's Axon usage and trends to peers to establish best practices**  
Proactively monitoring the health of Axon equipment and coordinating returns when needed

**Customer Advocacy**

Coordinating bi-yearly Voice of **Customer meetings with Device Management team**  
Recording and tracking Customer feature requests and major bugs

4. **Out of Scope Services.** The TAM is responsible to perform only the Services described in this Appendix. Any additional Services discussed or implied that are not defined explicitly in this Appendix will be considered out of the scope.
5. **TAM Leave Time.** The TAM will be allowed up to seven (7) days of sick leave and up to fifteen (15) days of vacation time per each calendar year. The TAM will work with Customer to coordinate any time off and will provide Customer with at least two (2) weeks' notice before utilizing any vacation days.

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## Axon Investigate Appendix

If the Quote includes Axon's On Prem Video Suite known as Axon Investigate or Third-Party Video Support License, the following appendix shall apply.

1. **License Grant.** Subject to the terms and conditions specified below and upon payment of the applicable fees set forth in the Quote, Axon grants to Customer a nonexclusive, nontransferable license to install, use, and display the Axon Investigate software ("**Software**") solely for its own internal use only and for no other purpose, for the duration of subscription term set forth in the Quote. This Agreement does not grant Customer any right to enhancements or updates, but if such are made available to Customer and obtained by Customer, they shall become part of the Software and governed by the terms of this Agreement.
2. **Third-Party Licenses.** Axon licenses several third-party codecs and applications that are integrated into the Software. Users with an active support contract with Axon are granted access to these additional features. By accepting this agreement, Customer agrees to and understands that an active support contract is required for all of the following features: DNxHD output formats, decoding files via the "fast indexing" method, proprietary file metadata, telephone and email support, and all future updates to the software. If Customer terminates the annual support contract with Axon, the features listed above will be disabled within the Software. It is recommended that users remain on an active support contract to maintain the full functionality of the Software.
3. **Restrictions on Use.** Customer may not permit any other person to use the Software unless such use is in accordance with the terms of this Agreement. Customer may not modify, translate, reverse engineer, reverse compile, decompile, disassemble or create derivative works with respect to the Software, except to the extent applicable laws specifically prohibit such restrictions. Customer may not rent, lease, sublicense, grant a security interest in or otherwise transfer Customer's rights to or to use the Software. Any rights not granted are reserved to Axon.
4. **Title.** Axon and its licensors shall have sole and exclusive ownership of all right, title, and interest in and to the Software and all changes, modifications, and enhancements thereof (including ownership of all trade secrets and copyrights pertaining thereto), regardless of the form or media in which the original or copies may exist, subject only to the rights and privileges expressly granted by Axon. This Agreement does not provide Customer with title or ownership of the Software, but only a right of limited use.
5. **Copies.** The Software is copyrighted under the laws of the United States and international treaty provisions. Customer may not copy the Software except for backup or archival purposes, and all such copies shall contain all Axon's notices regarding proprietary rights as contained in the Software as originally provided to Customer. If Customer receives one copy electronically and another copy on media, the copy on media may be used only for archival purposes and this license does not authorize Customer to use the copy of media on an additional server.
6. **Actions Required Upon Termination.** Upon termination of the license associated with this Agreement, Customer agrees to destroy all copies of the Software and other text and/or graphical documentation, whether in electronic or printed format, that describe the features, functions and operation of the Software that are provided by Axon to Customer ("**Software Documentation**") or return such copies to Axon. Regarding any copies of media containing regular backups of Customer's computer or computer system, Customer agrees not to access such media for the purpose of recovering the Software or online Software Documentation.
7. **Export Controls.** None of the Software, Software Documentation or underlying information may be downloaded or otherwise exported, directly or indirectly, without the prior written consent, if required, of the office of Export Administration of the United States, Department of Commerce, nor to any country to which the U.S. has embargoed goods, to any person on the U.S. Treasury Department's list of Specially Designated Nations, or the U.S. Department of Commerce's Table of Denials.
8. **U.S. Government Restricted Rights.** The Software and Software Documentation are Commercial Computer Software provided with Restricted Rights under Federal Acquisition Regulations and Customer supplements to them. Use, duplication or disclosure by the U.S. Government is subject to restrictions as set forth in subparagraph (c)(1)(ii) of the Rights in Technical Data and Computer Software clause at DFAR 255.227-7013 et. Seq. or 252.211-7015, or subparagraphs (a) through (d) of the Commercial Computer Software Restricted Rights at FAR 52.227-19, as applicable, or similar clauses in the NASA FAR Supplement. Contractor/manufacturer is Axon Enterprise, Inc., 17800 North 85th Street, Scottsdale, Arizona 85255.

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## My90 Terms of Use Appendix

### 1. Definitions.

- 1.1. **"My90"** means Axon's proprietary platform and methodology to obtain and analyze feedback, and other related offerings, including, without limitation, interactions between My90 and Axon products.
  - 1.2. **"Recipient Contact Information"** means contact information, as applicable, including phone number or email address (if available) of the individual whom Customer would like to obtain feedback.
  - 1.3. **"Customer Data"** means
    - 1.3.1. "My90 Customer Content" which means data, including Recipient Contact Information, provided to My90 directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology. My90 Customer Content does not include My90 Non-Content Data.
    - 1.3.2. "My90 Non-Content Data" which means data, configuration, and usage information about Customer's My90 tenant, and client software, users, and survey recipients that is Processed (as defined in Section 1.6 of this Appendix) when using My90 or responding to a My90 Survey. My90 Non-Content Data includes data about users and survey recipients captured during account management and customer support activities. My90 Non-Content Data does not include My90 Customer Content.
    - 1.3.3. "Survey Response" which means survey recipients' response to My90 Survey.
  - 1.4. **"My90 Data"** means
    - 1.4.1. "My90 Survey" which means surveys, material(s) or content(s) made available by Axon to Customer and survey recipients within My90.
    - 1.4.2. "Aggregated Survey Response" which means Survey Response that has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to, a particular individual.
  - 1.5. **"Personal Data"** means any information relating to an identified or identifiable natural person. An identifiable natural person is one who can be identified, directly or indirectly, in particular by reference to an identifier such as a name, an identification number, location data, an online identifier or to one or more factors specific to the physical, physiological, genetic, mental, economic, cultural, or social identity of that natural person.
  - 1.6. **"Processing"** means any operation or set of operations which is performed on data or on sets of data, whether or not by automated means, such as collection, recording, organization, structuring, storage, adaptation or alteration, retrieval, consultation, use, disclosure by transmission, dissemination or otherwise making available, alignment or combination, restriction, erasure, or destruction.
  - 1.7. **"Sensitive Personal Data"** means Personal Data that reveals an individual's health, racial or ethnic origin, sexual orientation, disability, religious or philosophical beliefs, or trade union membership.
2. **Access.** Upon Axon granting Customer a subscription to My90, Customer may access and use My90 to store and manage My90 Customer Content, and applicable My90 Surveys and Aggregated Survey Responses. This Appendix is subject to the Terms and Conditions of Axon's Master Service and Purchasing Agreement or in the event you and Axon have entered into a prior agreement to govern all future purchases, that agreement shall govern.
  3. **IP address.** Axon will not store survey respondents' IP address.
  4. **Customer Owns My90 Customer Content.** Customer controls or owns all rights, titles, and interests in My90 Customer Content. Except as outlined herein, Axon obtains no interest in My90 Customer Content, and My90 Customer Content is not Axon's business records. Except as set forth in this Agreement, Customer is responsible for uploading, sharing, managing, and deleting My90 Customer Content. Axon will only have access to My90 Customer Content for the limited purposes set forth herein. Customer agrees to allow Axon access to My90 Customer Content to (a) perform troubleshooting, maintenance, or diagnostic screenings; and (b) enforce this Agreement or policies governing use of My90 and other Axon products.
  5. **Details of the Processing.** The nature and purpose of the Processing under this Appendix are further specified
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in Schedule 1 Details of the Processing, to this Appendix.

6. **Security.** Axon will implement commercially reasonable and appropriate measures to secure Customer Data against accidental or unlawful loss, access, or disclosure. Axon will maintain a comprehensive information security program to protect Customer Data including logical, physical access, vulnerability, risk, and configuration management; incident monitoring and response; security education; and data protection. Axon will not treat Customer Data in accordance with FBI CJIS Security Policy requirements and does not agree to the CJIS Security Addendum for this engagement or any other security or privacy related commitments that have been established between Axon and Customer, such as ISO 27001 certification or SOC 2 Reporting.
  7. **Privacy.** Customer use of My90 is subject to the My90 Privacy Policy, a current version of which is available at <https://www.axon.com/legal/my90privacypolicy>. Customer agrees to allow Axon access to My90 Non-Content Data from Customer to (a) perform troubleshooting, maintenance, or diagnostic screenings; (b) provide, develop, improve, and support current and future Axon products including My90 and related services; and (c) enforce this Agreement or policies governing the use of My90 or other Axon products.
  8. **Location of Storage.** Axon may transfer Customer Data to third-party subcontractors for Processing. Axon will determine the locations for Processing of Customer Data. For all Customer, Axon will Process and store Customer Data within the country in which Customer is located. Ownership of My90 Customer Content remains with Customer.
  9. **Required Disclosures.** Axon will not disclose Customer Data that Customer shares with Axon except as compelled by a court or administrative body or required by any law or regulation. Axon will notify Customer if any disclosure request is received for Customer Data so Customer may file an objection with the court or administrative body, unless prohibited by law.
  10. **Data Sharing.** Axon may share data only with entities that control or are controlled by or under common control of Axon, and as described below:
    - 10.1. Axon may share Customer Data with third parties it employs to perform tasks on Axon's behalf to provide products or services to Customer.
    - 10.2. Axon may share Aggregated Survey Response with third parties, such as other Axon customers, local city agencies, private companies, or members of the public that are seeking a way to collect analysis on general policing and community trends. Aggregated Survey Response will not be reasonably capable of being associated with or reasonably linked directly or indirectly to a particular individual.
  11. **License and Intellectual Property.** Customer grants Axon, its affiliates, and assignees the irrevocable, perpetual, fully paid, royalty-free, and worldwide right and license to use Customer Data for internal use including but not limited to analysis and creation of derivatives. Axon may not release Customer Data to any third party under this right that is not aggregated and de-identified. Customer acknowledges that Customer will have no intellectual property right in any media, good or service developed or improved by Axon. Customer acknowledges that Axon may make any lawful use of My90 Data and any derivative of Customer Data including, without limitation, the right to monetize, redistribute, make modification of, and make derivatives of the surveys, survey responses and associated data, and Customer will have no intellectual property right in any good, service, media, or other product that uses My90 Data.
  12. **Customer Use of Aggregated Survey Response.** Axon will make available to Customer Aggregated Survey Response and rights to use for any Customer purpose.
  13. **Data Subject Rights.** Taking into account the nature of the Processing, Axon shall assist Customer by appropriate technical and organizational measures, insofar as this is reasonable, for the fulfilment of Customer's obligation to respond to a Data Subject Request regarding any Personal Data contained within My90 Customer Content. If in regard to My90 Customer Content, Axon receives a Data Subject Request from Customer's data subject to exercise one or more of its rights under applicable Data Protection Law, Axon will redirect the data subject within seventy-two (72) hours, to make its request directly to Customer. Customer will be responsible for responding to any such request.
  14. **Assistance with Requests Related to My90 Customer Content.** With regard to the processing of My90 Customer Content, Axon shall, if not prohibited by applicable law, notify Customer without delay after receipt, if Axon: (a) receives a request for information from the Supervisory Authority or any other competent authority regarding My90 Customer Content; (b) receives a complaint or request from a third party regarding the obligations of Customer or Axon under applicable Data Protection Law; or (c) receives any other communication which directly or indirectly pertains to My90 Customer Content or the Processing or protection of My90 Customer Content. Axon
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shall not respond to such requests, complaints, or communications, unless Customer has given Axon written instructions to that effect or if such is required under a statutory provision. In the latter case, prior to responding to the request, Axon shall notify Customer of the relevant statutory provision and Axon shall limit its response to what is necessary to comply with the request.

15. **Axon Evidence Partner Sharing.** If Axon Evidence partner sharing is used to share My90 Customer Content, Customer will manage the data sharing partnership with Axon and access to allow only for authorized data sharing with Axon. Customer acknowledges that any applicable audit trail on the original source data will not include activities and processing performed against the instances, copies or clips that has been shared with Axon. Customer also acknowledges that the retention policy from the original source data is not applied to any data shared with Axon. Except as provided herein, data shared with Axon may be retained indefinitely by Axon.
  16. **Data Retention.** Phone numbers provided to Axon directly by Customer or at their direction, or by permitting My90 to access or connect to an information system or similar technology will be retained for twenty-four (24) hours. Axon will not delete Aggregated Survey Response for four (4) years following termination of this Agreement. There will be no functionality of My90 during these four (4) years other than the ability to submit a request to retrieve Aggregated Survey Response. Axon has no obligation to maintain or provide Aggregated Survey Response after these four years and may thereafter, unless legally prohibited, delete all Aggregated Survey Response.
  17. **Termination.** Termination of an My90 Agreement will not result in the removal or modification of previously shared My90 Customer Content or the potential monetization of Survey Response and Aggregated Survey Response.
  18. **Managing Data Shared.** Customer is responsible for:
    - 18.1. Ensuring My90 Customer Content is appropriate for use in My90. This includes, prior to sharing: (a) applying any and all required redactions, clipping, removal of metadata, logs, etc. and (b) coordination with applicable public disclosure officers and related legal teams;
    - 18.2. Ensuring that only My90 Customer Content that is authorized to be shared for the purposes outlined is shared with Axon. Customer will periodically monitor or audit this shared data;
    - 18.3. Using an appropriately secure data transfer mechanism to provide My90 Customer Content to Axon;
    - 18.4. Immediately notify Axon if My90 Customer Content that is not authorized for sharing has been shared. Axon may not be able to immediately retrieve or locate all instances, copies or clips of My90 Customer Content in the event Customer requests to un-share previously shared My90 Customer Content;
  19. **Prior to enrollment in My90.** Prior to enrolling in My90, Customer will:
    - 19.1. determine how to use My90 in accordance with applicable laws and regulations including but not limited to consents, use of info or other legal considerations;
    - 19.2. develop a set of default qualification criteria of what My90 Customer Content may be shared with Axon; and
    - 19.3. assign responsibilities for managing what My90 Customer Content is shared with Axon and educate users on what data may or not be shared with Axon.
  20. **Customer Responsibilities.** Customer is responsible for:
    - 20.1. ensuring no My90 Customer Content or Customer End User's use of My90 Customer Content or My90 violates this Agreement or applicable laws;
    - 20.2. providing, and will continue to provide, all notices and has obtained, and will continue to obtain, all consents and rights necessary under applicable laws for Axon to process Customer Data in accordance with this Agreement; and
    - 20.3. maintaining necessary computer equipment and Internet connections for use of My90. If Customer becomes aware of any violation of this Agreement by an End User, Customer will immediately terminate that End User's access to My90. Customer will also maintain the security of End User's usernames and passwords and security and access by End Users to My90 Customer Content. Customer is responsible for ensuring the configuration and utilization of My90 meets applicable Customer regulations and standards. Customer may not sell, transfer, or sublicense access to any other entity or person. Customer shall contact Axon immediately if an unauthorized party may be using Customer's account or My90 Customer Content or if account information is lost or stolen.
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21. **Suspension.** Axon may temporarily suspend Customer's or any End User's right to access or use any portion or all of My90 immediately upon notice, if Customer or End User's use of or registration for My90 may (a) pose a security risk to Axon products including My90, or any third-party; (b) adversely impact My90, the systems, or content of any other customer; (c) subject Axon, Axon's affiliates, or any third-party to liability; or (d) be fraudulent. Customer remains responsible for all fees, if applicable, incurred through suspension. Axon will not delete My90 Customer Content or Aggregated Survey Response because of suspension, except as specified in this Agreement.
22. **My90 Restrictions.** Customer and Customer End Users, may not, or may not attempt to:
- 22.1. copy, modify, tamper with, repair, or create derivative works of any part of My90;
  - 22.2. reverse engineer, disassemble, or decompile My90 or apply any process to derive any source code included in My90, or allow others to do the same;
  - 22.3. access or use My90 with the intent to gain unauthorized access, avoid incurring fees or exceeding usage limits or quotas;
  - 22.4. use trade secret information contained in My90, except as expressly permitted in this Agreement;
  - 22.5. access My90 to build a competitive product or service or copy any features, functions, or graphics of My90;
  - 22.6. remove, alter, or obscure any confidentiality or proprietary rights notices (including copyright and trademark notices) of Axon's or Axon's licensors on or within My90; or
  - 22.7. use My90 to store or transmit infringing, libelous, or other unlawful or tortious material; to store or transmit material in violation of third-party privacy rights; or to store or transmit malicious code.

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### Schedule 1- Details of the Processing

1. **Nature and Purpose of the Processing.** To help Customer obtain feedback from individuals, such as members of their community, staff, or officers. Features of My90 may include:
  - 1.1. Survey Tool where Customer may create, distribute, and analyze feedback from individuals it designates. Customer may designate members of the community, staff or officers from whom they would like to obtain feedback;
  - 1.2. Creation of custom forms for surveys. Customer may select questions from a list of pre-drafted questions or create their own;
  - 1.3. Distribution of survey via multiple distribution channels such as text message;
  - 1.4. Ability to access and analyze Survey Response. Axon may also provide Customer Aggregated Survey Responses which contain analysis and insights from the Survey Response;
  - 1.5. Direct integration into information systems including Computer Aided Dispatch ("**CAD**"). This will enable Customer to share contact information easily and quickly with Axon of any individuals from whom it wishes to obtain feedback, enabling Axon to communicate directly with these individuals;
  - 1.6. Data Dashboard Beta Test ("**Data Dashboard**") where Survey Response and Aggregated Survey Response will be displayed for Customer use. Customer will be able to analyze, interpret, and share results of the Survey Response. My90 may provide beta versions of the Data Dashboard that are specifically designed for Customer to test before they are publicly available;
  - 1.7. Survey Responses will be aggregated and de-identified and may be subsequently distributed and disclosed through various mediums to: (1) Customer; (2) other Axon Customer; (3) private companies; and (4) members of the public. The purpose of disclosure is to provide ongoing insights and comparisons on general policing and community trends. Prior to disclosing this information, Axon will ensure that the Survey Response has been de-identified and aggregated or transformed so that it is no longer reasonably capable of being associated with, or could reasonably be linked directly or indirectly to a particular individual; and
  - 1.8. Provide services and materials to engage Customer stakeholders, market the partnership to the public, and facilitate training.

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### Axon Event Offer Appendix

If the Agreement includes the provision of, or Axon otherwise offers, ticket(s), travel and/or accommodation for select events hosted by Axon ("Axon Event"), the following shall apply:

1. **General.** Subject to the terms and conditions specified below and those in the Agreement, Axon may provide Customer with one or more offers to fund Axon Event ticket(s), travel and/or accommodation for Customer-selected employee(s) to attend one or more Axon Events. By entering into the Agreement, Customer warrants that it is appropriate and permissible for Customer to receive the referenced Axon Event offer(s) based on Customer's understanding of the terms and conditions outlined in this Axon Event Offer Appendix.
2. **Attendee/Employee Selection.** Customer shall have sole and absolute discretion to select the Customer employee(s) eligible to receive the ticket(s), travel and/or accommodation that is the subject of any Axon Event offer(s).
3. **Compliance.** It is the intent of Axon that any and all Axon Event offers comply with all applicable laws, regulations and ethics rules regarding contributions, including gifts and donations. Axon's provision of ticket(s), travel and/or accommodation for the applicable Axon Event to Customer is intended for the use and benefit of Customer in furtherance of its goals, and not the personal use or benefit of any official or employee of Customer. Axon makes this offer without seeking promises or favoritism for Axon in any bidding arrangements. Further, no exclusivity will be expected by either party in consideration for the offer. Axon makes the offer with the understanding that it will not, as a result of such offer, be prohibited from any procurement opportunities or be subject to any reporting requirements. If Customer's local jurisdiction requires Customer to report or disclose the fair market value of the benefits provided by Axon, Customer shall promptly contact Axon to obtain such information, and Axon shall provide the information necessary to facilitate Customer's compliance with such reporting requirements.
4. **Assignability.** Customer may not sell, transfer, or assign Axon Event ticket(s), travel and/or accommodation provided under the Agreement.
5. **Availability.** The provision of all offers of Axon Event ticket(s), travel and/or accommodation is subject to availability of funds and resources. Axon has no obligation to provide Axon Event ticket(s), travel and/or accommodation.
6. **Revocation of Offer.** Axon reserves the right at any time to rescind the offer of Axon Event ticket(s), travel and/or accommodation to Customer if Customer or its selected employees fail to meet the prescribed conditions or if changes in circumstances render the provision of such benefits impractical, inadvisable, or in violation of any applicable laws, regulations, and ethics rules regarding contributions, including gifts and donations.

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**Axon Training Pod Appendix**

1. **Customer Responsibilities.** Customer is responsible for: (i) all permits to use the Axon Training Pod; (ii) complying with all applicable laws pertaining to the use of the Axon Training Pod; (iii) any maintenance required for the Axon Training Pod; and (iv) disposal of the Axon Training Pod.
2. **Warranties.** **TO THE EXTENT NOT PROHIBITED BY LAW, AXON TRAINING POD IS SOLD “AS IS” WITHOUT WARRANTY OF ANY KIND, EITHER EXPRESS OR IMPLIED, INCLUDING WITHOUT LIMITATION THE IMPLIED WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE AND NON-INFRINGEMENT.**
3. **Placement.** Axon will make its best efforts to work with Customer on the initial placement of the Axon Training Pod. After the initial placement, it is the Customer’s responsibility to make any adjustments to the Axon Training Pod’s placement.
4. **Deemed Acceptance.** The Axon Training Pod will be deemed accepted by Customer upon delivery. Customer waives any right to reject the Axon Training Pod except in the event of damage during shipment, which must be reported to Axon in writing within five (5) business days of delivery.

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## Dedrone Product Appendix

If the Quote includes Dedrone Hardware, Dedrone Software, and/or Airspace Security as a Service (collectively, “Dedrone Products”), this Dedrone Product Appendix shall apply.

### 1. Definitions.

- 1.1 “**Dedrone Data**” means data that Axon maintains regarding a wide variety of drone models and manufacturers in the marketplace (“DedroneDNA”, formerly “DroneDNA”), as well as usability information that Axon collects regarding the performance of the Dedrone Software and Dedrone Hardware, aggregate or de-identified Collected Data compiled or used by Axon in accordance with Section 4.2, and any other information that Axon makes available to Customer by means of the Dedrone Software
- 1.2 “**Dedrone Hardware**” means the Axon drone detection hardware sensor or mitigation products set forth on a Quote and does not include any Third-Party Hardware.
- 1.3 “**Sensor**” means a radio frequency, video, radar or other hardware sensor for drone detection purchased by Customer from Axon or obtained from any third-party vendor.
- 1.4 “**Dedrone Software**” means (i) Axon’s proprietary drone-tracking software, known as DedroneTracker (formerly DroneTracker), whether deployed on-premise or hosted by Axon as a cloud-based solution, (ii) Axon’s video analytics software (currently known as Analytics Server), and/or (iii) software and/or firmware deployed or installed on the Dedrone Hardware or available for download and installation onto Customer’s Third-Party Hardware.
- 1.5 “**Third-Party Hardware**” means hardware products owned by Customer or purchased by Customer from third parties that are used by Customer in conjunction with the Software.

### 2. Customer License.

- 2.1 **Software License.** Subject to the terms of this Agreement, Axon grants Customer a royalty-free, nonexclusive, nontransferable, worldwide right during each Quote Term to use the Dedrone Software, including the Dedrone Data and Collected Data, subject to the terms of the Agreement and this Appendix (the “License”). Customer must purchase a License to the Software for each unit of Dedrone Hardware and/or Third-Party Hardware using Dedrone Software. Accordingly, Customer may only use the Software quantity and type of Hardware and/or Third-Party Hardware units specified on the applicable Quote. If Customer purchases additional Licenses during a current Term, the Term of the new License(s) will be pro-rated to terminate at the end of the then-current License Term. Use of the Dedrone Software is subject to the terms of the Agreement between the parties
- 2.2 **Restrictions.** Customer will not: (i) use (or allow a third party to use) the Dedrone Products in order to monitor the availability, security, performance, or functionality of the Dedrone Products, or for any other benchmarking or competitive purposes; (ii) market, sublicense, resell, lease, loan, transfer, or otherwise commercially exploit the Dedrone Products; (iii) modify, create derivative works, decompile, reverse engineer, attempt to gain access to the source code, or copy the Dedrone Products or any of their components; (iv) use the Dedrone Products to conduct any fraudulent, malicious, or illegal activities; or (v) use the Dedrone Products in contravention of any applicable laws or regulations (each of (i) through (v), a (“Prohibited Use”).

### 3. Customer Obligations.

- 3.1 **Compliance.** Customer will use the Dedrone Products only in accordance with applicable specifications (the “Specifications”) and in compliance with all applicable laws, including all applicable export laws and regulations of the United States or any other country. Customer acknowledges that due to the nascent nature of drone detection and mitigation technologies applicable laws and regulations may be changing or emerging over time, and agrees that it is Customer’s responsibility to keep itself aware and remain compliant with the current laws and regulations that may apply, including but not limited to those that may apply to advanced features available at Customer’s option in the Dedrone Software. Customer will ensure that none of the Dedrone Products are directly or indirectly exported, re-exported, or used to provide services in violation of such export laws and regulations. Axon reserves the right to suspend use of any Dedrone Products operating in violation of such laws, following written notice to Customer. If Customer uses a radio jammer, or any other controlled device, in connection with the Dedrone Software, Customer represents to Axon that it is authorized to do so by the relevant authorities, that it will do so only in accordance with such authorization, and it will provide supporting documentation regarding such authorization upon request. Customer may be required to obtain legal

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authorization before any purchase or use of hardware sold by third parties. Axon shall not be liable if any government export authorization is delayed, denied, revoked, restricted or not renewed, nor shall any such delay, denial, revocation, restriction or non-renewal shall not constitute a breach of the Agreement by Axon.

3.2 **Computing Environment.** Customer is responsible for the maintenance and security of its own network and computing environment that it uses to host and/or access the DEDRONE Products and for ensuring that any Third-Party Hardware meets the necessary specifications for use with the DEDRONE Software.

#### 4. **Data Protection.**

4.1 **Data.** If Customer licenses DEDRONE Software, as part of its operation, the DEDRONE Software may collect and send to servers owned, operated or controlled by Axon data or other information regarding Customer's use of the DEDRONE Software, which may include (i) information generated by each Sensor deployed by Customer, including information related to the date, time, and duration of the detection of the drone, as well as the locations of the detected drones and remote controls and of the Sensor itself (collectively, "Sensor Data"), and (ii) video recording of the detected drones, including flight path ("Video Data") (Sensor Data and Video Data are collectively referred to as "Collected Data").

4.2 **Use of Collected Data.** Axon has the right to use Collected Data for any purpose, including: (i) improving any DEDRONE Product; (ii) analyzing any DEDRONE Product or the performance of any DEDRONE Product; or (iii) compiling or using aggregate or de-identified Collected Data with other customers, or government and law enforcement entities, with or without compensation. Customer acknowledges that Axon may learn from the performance or use of any DEDRONE Product, and Axon shall have the sole right to exploit any modification, enhancement or improvement of any DEDRONE Product resulting from such learning.

4.3 **User Data.** To the extent Axon uses User login information, including name, email, username, and password (collectively, "User Data") for any purpose other than to provide services to the Customer, such User Data will be deidentified and anonymized, and will not be identified as having come from Customer, except that Axon may disclose User Data where Axon, in good faith, believes that the law or legal process (such as a court order, search warrant or subpoena) requires Axon to do so.

4.4 **Security.** Axon maintains industry standard physical, technical, and administrative safeguards (the "Security Measures") to protect Collected Data.

4.5 **No Access.** Except for User Data, Axon does not (and will not) collect, process, store, or otherwise have access to any personal information, about End Users or users of Customer's products or services.

#### 5. **Ownership.**

5.1 **Axon Property.** Axon owns and retains all rights, title, and interest in and to the DEDRONE Data, Collected Data, the DEDRONE Software, and all intellectual property embodied in the DEDRONE Hardware, if the DEDRONE Hardware is provided by Axon. Except for the limited license granted to Customer in Section 2.1, Axon does not by means of this Agreement or otherwise transfer or license any rights in the DEDRONE Products to Customer, whether by implication, estoppel or otherwise. To the maximum extent permitted by applicable law Customer will take no action inconsistent with Axon intellectual property rights in the DEDRONE Products or any DEDRONE Data.

5.2 **Customer Property.** Customer owns and retains all right, title, and interest in and to the User Data and does not by means of this Agreement or otherwise transfer any rights in the User Data to Axon, except for the limited rights set forth in Section 4.3.

6. **Government Restricted Rights.** To the extent that Customer is an agency or instrumentality of the U.S. government, the parties agree that the DEDRONE Software and documentation are commercial computer software and commercial computer software documentation, respectively, and Customer's rights therein are as specified in this License, per FAR 12.212 and DFARS 227.7202-3, as applicable, or in the case of NASA, subject to NFS 1852.22.

7. **Updates.** The DEDRONE Software may include functionality that allows it to automatically download updates that may be made available by Axon. Customer consents to the installation of such functionality.



**To:** Township Board

**From:** Dan Opsommer, Deputy Township Manager  
Director of Public Works & Engineering

Courtney Wisinski, Director of Parks and Recreation

Jack Hughes, Project Engineer

Emma Campbell, Land Stewardship Coordinator

**Date:** March 19, 2026

**Re:** Resolution in Support of the Bird City Michigan Initiative

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At the January meeting of the Environmental Commission, a presentation was given by the Capital Area Audubon Society about a program called [Bird City Michigan](#). The program was launched by the National Audubon Society in early 2025 to promote bird-friendly municipal practices.

The program recognizes communities that are taking real action in four categories: habitat, threats to birds, education and engagement, and sustainability. Michigan is home to 466 documented bird species, many of which are facing steep declines. Communities can make a real difference by creating healthier habitats and reducing everyday threats. By becoming a Bird City, communities can also tap into the thriving nature tourism market, supporting local shops, restaurants, and lodging while protecting the cherished bird populations.

Bird City Michigan maintains an Action List, which is attached to this cover memorandum. To be eligible to be recognized as a Bird City, a local unit of government must achieve 10 actions:

- (1) Action 3.1.1 from Category 3 (World Migratory Bird Day event)
- (1) Action 3.7.1 from Category 3 (Bird City Michigan Resolution) with initial application and then every 5 years thereafter
- (1) Put together a Bird City Michigan Team.
- (3+) At least 3 actions from Category 1 (Habitat)
- (3+) At least 1 other action in each: Category 2 (Threats to Birds), Category 3 (Education and Engagement), Category 4 (Sustainability)
- *Note:* Besides 3.7.1 (Resolution) at least 1 action taken wholly or in large part by the municipality itself.

Emma Cambell, the Township's land stewardship coordinator, is working to put together the Township's application and believes that the Township's current efforts will meet or exceed the actions required for this designation.

**Memo to Township Board**

**March 19, 2026**

**Re: Resolution in Support of the Bird City Michigan Initiative**

**Page 2**

For context, eight local units of government in Michigan have already achieved this status:

1. Ann Arbor
2. Big Rapids
3. Iosco County
4. Oakland County
5. Rochester
6. Scio Township
7. Sterling Heights
8. Village of Roscommon

The Environmental Commission considers Meridian Township an ideal candidate because many bird-friendly initiatives are already in place. These include the Township's extensive nature preserves, the Land Stewardship Program, invasive species management, the Township's Greenspace Plan, and an existing Dark Sky ordinance. Beyond the scope of environmental conservation, the designation is expected to boost eco-tourism by attracting birdwatchers and fostering a community-wide mindset of environmental stewardship.

An application fee of \$200 is required to join the program, which becomes a yearly subscription going forwards. If the Board chooses to proceed with becoming a Bird City Michigan Member, this annual membership fee would be funded from Land Preservation funds.

This evening, we're simply seeking to have the Township Board adopt a resolution in support of the Bird City Michigan Initiative, which awards the Township 1 out of the required 10 actions.

The Township Environmental Commission adopted a resolution on January 7 recommending that the Township Board adopt a resolution in support of the Bird City Michigan Initiative. The Environmental Commission's resolution is attached to this cover memorandum.

**The following motion has been prepared for the Board's consideration:**

**MOVE TO APPROVE A RESOLUTION IN SUPPORT OF THE BIRD CITY MICHIGAN INITIATIVE.**

**Attachments:**

1. Resolution in Support of Bird City Michigan Initiative
2. Environmental Commission's Signed Resolution in Support of the Bird City Michigan Initiative
3. Bird City Michigan Application and Action List Materials

**RESOLUTION IN SUPPORT OF THE BIRD CITY MICHIGAN INITIATIVE**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, (517) 853-4000, on Tuesday, April 7, 2026, at 7:00 p.m.

**PRESENT:** \_\_\_\_\_  
\_\_\_\_\_

**ABSENT:** \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, Meridian Township has a long history of striving to be at the forefront of environmental sustainability; and

**WHEREAS**, Meridian Township resolved to achieve the goals of existing U.S. Multilateral Environmental Agreements and adopted a Climate Sustainability Plan; and

**WHEREAS**, birds play an important ecological role in the community, controlling insect pests and contributing to pollination and seed dispersal, and

**WHEREAS**, birds play an important economic role in the community, attracting tourists and generating millions in recreational dollars statewide, and

**WHEREAS**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, and

**WHEREAS**, public awareness and concern are crucial components of migratory bird conservation, and

**WHEREAS**, since 1993 World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., and

**WHEREAS**, through Bird City, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, and

**WHEREAS**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations, and

**WHEREAS**, sound policies and practices enhancing natural ecosystems and reducing threats to birds also make healthier communities for people, and

**WHEREAS**, Bird City is an initiative to build relationships within local communities and guide action to protect and conserve birds, and

**WHEREAS**, Meridian Township finds that it is in the best interest of the community and its residents to show its support for the Bird City initiative;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, MOVES TO ADOPT A RESOLUTION IN SUPPORT OF THE BIRD CITY INITIATIVE.**

**ADOPTED:**

**YEAS:** \_\_\_\_\_

\_\_\_\_\_

**NAYS:** \_\_\_\_\_

\_\_\_\_\_

Resolution declared adopted.

**STATE OF MICHIGAN )**

**)ss.**

**COUNTY OF INGHAM )**

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, **DO HEREBY CERTIFY**, that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on Tuesday, April 7, 2026.

\_\_\_\_\_  
Angela Demas, Clerk  
Charter Township of Meridian

## **RESOLUTION IN SUPPORT OF THE BIRD CITY MICHIGAN INITIATIVE**

At a regular meeting of the Environmental Commission of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, (517) 853-4000, on Wednesday, January 7<sup>th</sup>, 2026, at 7:00 p.m.

**PRESENT:** Yu Man Lee, Bill McConnell, Richard Miksicek, Laura Belisle, Harrison Batten and  
Nickolas Lentz

**ABSENT:** Tom Frazier

The following resolution was offered by Bill McConnell and supported by Richard Miksicek.

**WHEREAS**, Meridian Township has a long history of striving to be at the forefront of environmental sustainability; and

**WHEREAS**, Meridian Township resolved to achieve the goals of existing U.S. Multilateral Environmental Agreements and adopted a Climate Sustainability Plan; and

**WHEREAS**, birds play an important ecological role in the community, controlling insect pests and contributing to pollination and seed dispersal, and

**WHEREAS**, birds play an important economic role in the community, attracting tourists and generating millions in recreational dollars statewide, and

**WHEREAS**, migratory birds and their habitats are declining throughout the Americas, facing a growing number of threats on their migration routes and in both their summer and winter homes, and

**WHEREAS**, public awareness and concern are crucial components of migratory bird conservation, and

**WHEREAS**, since 1993 World Migratory Bird Day (WMBD) has become a primary vehicle for focusing public attention on the nearly 350 species that travel between nesting habitats in our communities and throughout North America and their wintering grounds in South and Central America, Mexico, the Caribbean, and the southern U.S., and

**WHEREAS**, through Bird City, hundreds of thousands of people will observe WMBD, gathering in town squares, community centers, schools, parks, nature centers, and wildlife refuges to learn about birds, take action to conserve them, and simply to have fun, and

**WHEREAS**, citizens enthusiastic about birds, informed about the threats they face, and empowered to help address those threats can directly contribute to maintaining healthy bird populations, and

**WHEREAS**, sound policies and practices enhancing natural ecosystems and reducing threats to birds also make healthier communities for people, and

**WHEREAS**, Bird City is an initiative to build relationships within local communities and guide action to protect and conserve birds, and

**WHEREAS**, Meridian Township finds that it is in the best interest of the community and its residents to show its support for the Bird City initiative;

**NOW, THEREFORE, BE IT RESOLVED BY THE ENVIRONMENTAL COMMISSION OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, MOVES TO RECOMMEND THE TOWNSHIP BOARD ADOPT A RESOLUTION IN SUPPORT OF THE BIRD CITY INITIATIVE.**

**ADOPTED:**

**YEAS:** Yu Man Lee, Bill McConnell, Richard Miksicek, Laura Belisle, Harrison Batten

**NAYS:** None

Resolution declared adopted.

**STATE OF MICHIGAN )**

**)ss.**

**COUNTY OF INGHAM )**

I, the undersigned, the duly qualified and acting Chair of the Environmental Commission of the Charter Township of Meridian, Ingham County, **DO HEREBY CERTIFY**, that the foregoing is a true and complete copy of proceedings taken by the Environmental Commission at a regular meeting held on Wednesday, January 7<sup>th</sup>, 2026.

*Yu Man Lee*

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Yu Man Lee, Chair  
Environmental Commission  
Charter Township of Meridian

# Bird City Michigan

Part of the Bird City Network

## How to apply for designation

All applications and renewals must be submitted ONLINE.

Contact us to set up an account.

### **BIRD CITY MICHIGAN APPLICATION STEPS:**

1. Review requirements and full Action List below.
2. Assemble your Bird City Team – this is the collaborative group that works together to coordinate actions and complete your application. Use this [Dream Team Worksheet](#) as a guide.
3. Complete the [“Intent to Apply”](#) form and Contact Us
4. We’ll then invite you to log in to manage your application!

### BIRD CITY DESIGNATION REQUIREMENTS

A minimum of 10 actions are required to be a Bird City in Michigan

- (1) Action 3.1.1 from Category 3 (World Migratory Bird Day event)
- (1) Action 3.7.1 from Category 3 (Bird City Michigan Resolution) with initial application and then every 5 years thereafter
- (1) Put together a Bird City Michigan Team.
- (3+) At least 3 actions from Category 1 (Habitat)
- (3+) At least 1 other action in each: Category 2 (Threats to Birds), Category 3 (Education and Engagement), Category 4 (Sustainability)
- *Note: Besides 3.7.1 (Resolution) at least 1 action taken wholly or in large part by the municipality itself.*

### APPLY FOR HIGH FLYER STATUS

A minimum of 20 actions are required to be a High Flyer including:

- Minimum requirements above
- Action 2.1.4 in Category 2 (Threats to Birds) Prohibit Trap, Neuter and Release (TNR) programs for feral or free-roaming cats. Do not actively subsidize or condone outdoor cat colonies, and prohibit the formation, feeding, and support of outdoor cat colonies.

**Before you submit, please make sure to include:**

- Narrative(s): Clearly describe every action your community submits. Use complete sentences and explain your documentation. Approved narratives are published to your webpage, so please write them accordingly!
- Documentation: Where possible, electronically document actions by uploading appropriate images (max 10) or documents (max 1). Examples include photos, event flyers, brochures, ordinances, etc. Please note that PDFs are not visible to the public, only to the Bird City Michigan staff. Photos and links are preferred so that the public can benefit from and learn from viewing your supporting materials.
- Fee: Please submit the \$200 application fee.

To pay the fee online, [click here](#).

To pay the fee by mail, send a check to Michigan Audubon, 2310 Science Pkwy., Suite 200, Okemos, MI 48864.

To request an invoice, send an email to [birdcity@michiganaudubon.org](mailto:birdcity@michiganaudubon.org).

New Applicants	Renewals
Submission: Rolling	Submission: Annually, 1 year from approval
Review: Rolling	Review: Rolling
Fee: \$200	Fee: \$200

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## 1. Habitat

### 1.1. Promote best management of community habitat

1.1.1 - Conduct an assessment of all natural areas, develop a habitat master plan to create additional natural areas and habitat corridors connecting them.

1.1.2 - Community has created (or adopted) and implements a local or regional land use or habitat master plan focused on creating, protecting, managing natural areas and connecting corridors (e.g. Smart Growth plans or similar) or can otherwise document that current community planning seeks to provide additional bird habitat.

1.1.3 - Assemble your Bird City Michigan Team: Form/maintain a diverse team that supports and manages participation in the Bird City program, including working with communities and managing the application and renewal process. Please update and upload the Intent to Apply form. Consider municipalities, chambers, conservation organizations, and sustainability or environmental quality boards as Team Members. (MANDATORY)

[Intent to Apply Form](#). Bird City Michigan staff can view this form, but it is not visible to the general public. Therefore, please also provide a narrative explaining the organizations represented by your team.

1.1.4 - Demonstrate that local leadership organizations take an active role in the planning process for protecting and enlarging favorable bird habitat. Examples include Chambers of Commerce, conservation organizations, sustainability or environmental quality boards.

1.1.5 - Be, or take steps to become, a Tree City USA, awarded by the National Arbor Day Foundation. Please provide a narrative or bullet points about some of the community initiatives that helped you qualify as a Tree City.

1.1.6 - Be, or take steps to become, Bee City USA certified or Mayor's Monarch Pledge certified, or create a substantial effort to promote pollinator health in your community. Please provide a narrative or bullet points about some of the community initiatives that helped you qualify as a Bee City or Mayor's Monarch Pledge recipient.

1.1.7 - Document any advanced training completed by habitat managers. Examples include forest / prairie / grassland management training, often through a university or state natural resources department or similar. Please only include training completed in the current year and/or the two previous years.

### 1.2. Create and protect habitat

1.2.1 - Create or continue a project that creates or restores bird habitat and/ or increases habitat connectivity in your community.

1.2.6 - Create and maintain a public demonstration garden including native plants to benefit birds, wildlife, and ecosystems. Select a highly visible location, consider signage and / or messaging about the space / process, plan for maintenance and monitoring.

1.2.2 - Demonstrate how your community has managed a golf course to benefit birds.

1.2.3 - Plant and maintain right-of-way spaces (e.g. boulevards, power lines, pipelines, etc.) with native plants representative of the local ecosystem to increase their value to birds.

1.2.4 - Document the number of properties that are recognized as bird-friendly (e.g. Habitat Network, National Wildlife Federation's Backyard Certification Program, similar certification / recognition program for properties). Provide the population of the community so that a % of bird-friendly properties per population can be determined.

1.2.5 - Provide evidence (e.g., official designation of natural areas, conservation easements, ordinances, fee title acquisition etc.) that existing bird habitat has legal protection. (Exclusions: leash laws, prohibitions against disturbing nests and wildlife, areas consisting primarily of mowed grass)

## 1.3. Promote native plants

1.3.1 - Support the establishment of natural lawns and native landscaping by offering training (e.g. presentations, workshops, workdays) on native planting for birds, pollinators, water quality.

1.3.2 - Develop and adopt a list of locally appropriate native plant species recommended for all new landscaping (business and residential developments, publicly owned or managed properties.

1.3.6 - Document an ongoing community priority to incorporate appropriate native plant species or native trees in public or private spaces.

1.3.3 - Work with local growers and suppliers to increase / ensure supply of locally appropriate native plants. Cultivate and publicize reliable suppliers. Organize, support or promote native plant sales.

1.3.4 - Demonstrate an ordinance or other official policy that requires your community to allot at least 50% of its annual street tree budget AND at least 75% of its non-street tree budget (e.g., parks, schools, institutional properties, publicly owned natural areas, etc.) for native species.

1.3.5 - Demonstrate a local ordinance demonstrating that your community does not restrict natural/native landscaping that emphasizes native plants and non-turf lawns. Consider improving existing regulations to improve emphasis on natives.

## 1.4. Control invasive plants

1.4.1 - Educate property owners about invasive plant species and their control.

1.4.2 - Provide evidence that your community works on public lands to control invasive species that have significant negative impacts on bird habitat.

1.4.3 - Offer a program for private property owners who are interested in dealing with invasive plants that have significant negative impacts on bird habitat.

1.4.4 - Demonstrate that your city does not allow the planting of species known to be invasive in the state of Michigan on municipal or public property.

See the [Michigan Invasive Species](#) list.

## 1.5. Provide nesting habitat

1.5.1 - Develop and manage a program to create and monitor nest structures. Consider providing interpretive signage or other media that is visible to the public.

1.5.2 - Implement a municipal moratorium on the trimming of trees and shrubs and the mowing of ditches, stormwater retention basins, and other grasslands from April 15 to August 15 to prevent the destruction of active bird nests.

1.5.3 - Implement a tree-risk policy that includes specific plans to leave dead trees standing as nesting and foraging resources for birds when it is safe to do so.

## 1.6 . Support focal species

1.6.1 - Document the establishment of a program to promote the conservation of a focal species of birds such as Purple Martins or Chimney Swifts through state-of-the-art management techniques, and/or public education.

See the [MNFI bird list](#) with their respective state status (E - Endangered, T - Threatened, SC - Special Concern)

## 1.7 . Ensure clean water in natural waterways

1.7.1 - Show that your community maintains set-backs and buffers of at least 50 feet from wetlands, rivers, and lakes and educate land stewards regarding planting riparian buffers to improve habitat and infiltration capacity.

## 2 . Threats to Birds

### 2.1 . Address disturbance by harmful species

2.1.1 - Develop educational programs to control free-roaming cats and/or actively publicize the "Cats Indoors" program about the danger of free-roaming cats and the benefits of keeping cats indoors. Provide educational print materials (at city, veterinary offices, local NGOs, and private facilities).

<https://abcbirds.org/program/cats-indoors/>

2.1.2 - Create/implement a program that effectively reduces the number of feral/free-roaming cat populations (TNR - trap, neuter, release/return programs excluded).

2.1.3 - Create a cat license/permit program.

2.1.4 - Limit disturbance of birds from humans and/or pets in natural areas by enforcing leash laws, exclusion zones and pet waste disposal rules, especially during certain seasons (breeding, stopover).

2.1.5 - Require owners of every cat adopted from local facilities (city or NGO) to sign a pledge to keep cats indoors, on a leash or in an enclosure when outdoors.

2.1.6 - Prohibit Trap, Neuter and Release (TNR) programs for feral or free roaming cats. Do not actively subsidize or condone outdoor cat colonies, and prohibit the formation, feeding, and support of outdoor cat colonies.

Mandatory for High-flyer status

## 2 . 2 . Address collisions with glass

2.2.1 - Provide property owners with information on how to protect birds from window strikes (e.g., online links, brochures).

See [American Bird Conservancy](#) for more information on the threat of window collisions.

2.2.2 - Educate building owners / architects / planners about Bird-Friendly Building Design and the conservation value of reducing glass collisions through educational events, publications, guidelines and consultations.

2.2.3 - Demonstrate ongoing efforts to reduce window collisions at building(s) within your community. Consider creating/sharing case study examples of mitigation.

2.2.4 - Document that a municipal or major public building has been certified as bird-friendly (LEED or comparable).

2.2.5 - Develop comprehensive requirements for addressing bird safety in the design, construction, and operation of municipal and private buildings in the community.

## 2 . 3 . Address light pollution

2.3.1 - Provide information about the impact of light pollution and how residents and businesses can reduce artificial light at night (ALAN).

2.3.2 - Inventory all municipal lighting (building, facility, street) for Dark Sky compliance, and develop a plan including timeline and priority actions.

2.3.3 - Create a strategy to reduce light pollution and encourage participation, particularly during migratory seasons.

2.3.4 - Establish a Lights Out program that dims building lights to reduce collisions during spring and fall migration and/or create an outdoor lighting ordinance that includes Lights Out during bird migration.

## 2 . 4 . Address direct human-related threats

2.4.1 - Monitor infrastructure for evidence of collisions (e.g. solar, power, communications, wind, transportation including roads and bridges).

2.4.2 - Identify critical habitats and flyways for prioritizing bird-friendly infrastructure siting (e.g. solar, power, communications, wind, transportation including roads and bridges).

2.4.3 - Implement actions to reduce pollution and associated entanglement and ingestion risks (e.g. fees or bans on single-use plastics, secure collection for fishing line/trash, clean up events).

2.4.4 - Retrofit infrastructure (e.g. solar, powerlines, communications, wind, transportation including roads and bridges) to address threats to birds. For communication tower lighting: use the map and tools at [songbirdsaver.org](https://songbirdsaver.org/) to work with tower owners to implement changes.

<https://songbirdsaver.org/>

2.4.5 – Regulate siting, construction, and operations of infrastructure (e.g. solar, power, communications, wind, transportation including roads and bridges) to reduce risk to birds.

## 2.5 . Address the threat of pesticides and other toxins

2.5.1 – Create and conduct an educational campaign on the impacts of pesticides and herbicides on bird populations and include practical information on solutions including Integrated Pest Management (IPM) and other natural controls.

2.5.2 – Encourage and promote the use of non-lead tackle and ammunition. Work with local sportsman's clubs to include related education in hunter education/gun safety.

2.5.3 – Reduce toxins/hazards by providing for and/or coordinating cleanup of lead ammunition on gun ranges and / or lead tackle (and fishing line) at fishing areas. =

2.5.4 – Document how your municipality practices Integrated Pest Management (IPM) or comparable, using natural pest control and the best available science to minimize pesticide and herbicide use.

## 3 . Education & Engagement

### 3.1 . Celebrate World Migratory Bird Day

3.1.1 – Document and describe your event that incorporates the annual WMBD theme in some fashion. If the event has not yet occurred, please share your detailed plans to celebrate birds in your community and raise awareness of migratory birds, the threats to their populations, and ways you can help protect them. Your WMBD may be an education program, an educational bird walk, and/or a festival. It should incorporate the current or prior conservation themes. In your narrative, include 1) the date and timing, 2) a description of the event, 3) details on how you incorporated the WMBD theme, and 4) please register your event and include a link to your event on the WMBD map in your narrative. Timing and scope of event TBD locally. If the event has not yet occurred, please share your detailed plans. (MANDATORY)

[2026 World Migratory Theme](#)

[Register your event.](#)

### 3.2 . Increase awareness of birds and their habitats

3.2.1 – Educate the community about bird conservation issues, the actions the community has taken/is taking, and actions that can be taken at home.

3.2.2 – Actively raise awareness of your community's bird assets. Examples include placing a nest camera, offering bird watching field trips, promoting Important Bird Areas (IBAs), birding hotspots, birding trails and phenomena (e.g. raptor, waterfowl or songbird migration, congregating) in your area and/or creating a significant educational resource on your community's birdlife.

3.2.3 – Create or ensure that there are e-Bird hotspots for all publicly accessible parks, natural areas, preserves, etc.

3.2.4 – Develop a birding checklist for your area and make it available to citizens and tourist outlets in print and/or online.

3.2.5 – Create and distribute regular bird and bird conservation related content for online and news media (newsletters, blog posts, press releases, social media posts).

3.2.6 – Include a link and/or information about Bird City on the community's website where it can be easily found (e.g. first level of a drop-down menu on main page) OR demonstrate that your Bird City has a significant social media presence.

3.2.7 – Promote birding and enhance amenities at one or more birding locations. Examples include: facilitating early/off hours, access to restricted areas, improved signage, enhancing amenities, improving security.

3.2.8 – Document that a municipal site has significant bird-friendly landscaping that features native plants AND signage that explains the importance of native plants and providing diverse habitat for birds (e.g., brush piles, snags, water features).

3.2.9 – Encourage public art focused on birds through installments, awards, events, competitions.

### **3 . 3 . Educate and engage all ages**

3.3.1 – Provide ongoing bird and conservation-related programs appropriate for children, youth, and families.

3.3.2 – Sponsor or facilitate training for educators in a recognized bird-related curriculum and / or demonstrate that educators are incorporating such curriculum into their formal and informal learning environments.

3.3.3 – Show that your community assists a youth conservation group in bird conservation projects (e.g., nest box monitoring, habitat restoration, bird surveys, etc.).

3.3.4 – Promote and support a bird club or other environmentally/ecologically minded club.

3.3.5 – Demonstrate that educators/professors are incorporating birds and bird conservation into their formal and informal learning environments using custom created or existing, nationally recognized environmental education programs or college courses.

### **3 . 4 . Ensure access to nature**

3.4.1 – Show that your community works with underserved communities to increase their access to natural areas, environmental education, birding resources, and local environmental experts.

3.4.2 – Create demonstration landscape(s) that are bird-friendly on community property accessible by diverse groups.

3.4.3 – Offer multilingual programs and/or materials.

3.4.4 – Develop or maintain one or more accessible nature/birding sites for visitors regardless of physical abilities. Add these to the Birdability trail map.

3.4.5 – Identify and address other barriers to nature / birding access (e.g. hazardous plants, insects, animals, roads, areas, safety).

### 3 . 5 . Involve the community in conservation and stewardship

3.5.1 - Highlight traditional knowledge and approaches to conservation. Determine the indigenous traditional territory(ies) where your community occurs. Describe efforts to encourage the participation and perspective of local Indigenous community(ies) in the initiative.

3.5.2 - Involve schools, garden clubs, or other organizations in bird-conservation activities.

3.5.3 - Create and maintain bird feeding stations at parks, nature centers, schools and tourism / lodging sites. Consider incorporating education or monitoring activities.

3.5.4 - Distribute information on best practices for bird feeding, such as promoting regular cleaning of feeders to prevent the spread of disease, types of seed, and types of feeders.

3.5.5 - Host community planting events(s) to create or restore native bird habitat on municipal property.

3.5.6 - Work with partners in the non-profit, governmental, and corporate/business sectors to adopt bird-friendly practices and help sustain the Bird City program.

### 3 . 6 . Promote scientific research and monitoring

3.6.1 - Set up systems for community science participation (e.g. setting up accounts and projects within existing platforms like eBird and iNaturalist and protocols and training for participation.)

3.6.2 - Document research conducted by Bird City Partners including academic institutions (faculty or students) on breeding, migration, or overwinter activity that contributes to bird conservation.

3.6.3 - Participate in at least one official community science bird-monitoring program (e.g. Christmas Bird Count, Great Backyard Bird Count, Swift Night Out, Audubon Climate Watch, bird, Globe at Night, Nestwatch, FeederWatch, Hummingbirds at Home, the Big Sit, Marsh Monitoring, Global Bird Rescue or other actively coordinated community science projects).

3.6.4 - Contribute data for Chimney Swift reporting using Michigan Audubon forms.

<https://www.michiganaudubon.org/bfc/chsw/>

3.6.5 - Contribute data for Purple Martin reporting using Michigan Audubon forms.

<https://www.michiganaudubon.org/bfc/puma/>

3.6.6 - Participate in regular/systematic research and monitoring (bird, nest, habitat, environmental, ecological) over time, collecting and sharing data through publicly accessible database(s). Use data to assess habitat and inform management as possible. Monitoring may be in conjunction with regular park programming, in cooperation with partners, academic institutions, and/or as part of established monitoring protocols.

### 3 . 7 . Mobilize support / funding for community bird conservation

3.7.1 - MANDATORY - Attach a copy of an officially enacted Resolution supporting your community's designation as a Bird City. The resolution must be voted on and passed by the appropriate municipal council/board every 5 years thereafter (years ending in 0 or 5). Campuses: please submit a

Letter of Support from a provost or higher.

(MANDATORY)

See a [sample resolution](#).

3.7.2 - Show that your community participates in fundraising activities that benefit local and statewide conservation efforts.

3.7.3 - Make funding available for bird conservation efforts in your community, perhaps through a grant process. Define goals, eligibility, and application process. Publicize recipients and projects.

3.7.4 - Work with government representatives to increase support for conservation programs and projects.

3.7.5 - Work with NGOs and/or private sector to increase support for conservation programs and projects.

## **4 . Sustainability**

### **4 . 1 . Educate residents about climate impacts and renewable energy**

4.1.1 - Describe your community's efforts to educate residents about climate change, effects on birds / biodiversity, and solutions.

### **4 . 2 . Reduce energy use and carbon emissions**

4.2.1 - Perform an energy audit for municipal building(s) or campus building(s) and progress towards implementing efficiency strategies.

4.2.2 - Create a community plan to reduce energy use and carbon emissions through operational or building design changes, nature-based solutions, renewable energy use.

4.2.3 - Demonstrate that your community participates in a community solar program or that a municipal or campus building receives a significant percentage of its electricity from renewable energy.

### **4 . 3 . Promote sustainable infrastructure and practices**

4.3.1 - Adopt nature-based solutions (e.g. keeping water at surface, green roofs, tree cover, wetlands) adding natural features and / or processes into the built environment to promote adaptation, resilience, and increase biodiversity.

4.3.2 - Support, create and improve alternative transportation throughout your community (e.g. hike and bike trails, rideshare programs, bike lanes).

4.3.3 - Recognize or certify an energy-efficient municipal or campus building (Minimum of LEED certified silver or comparable).

4.3.4 - Document your community's sustainability initiatives (recycling, composting, energy savings, lighting, carbon footprint)

4.3.5 - Require new buildings to be certified by a recognized sustainability program (LEED or comparable).



**To: Board Members**  
**From: Scott Hendrickson, Township Supervisor**  
**Date: March 23, 2026**  
**Re: Brownfield Redevelopment Authority Appointment**

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At the January 7, 2026 Environmental Commission meeting, Tom Frazier was appointed to serve as the Environmental Commission representative to the Brownfield Redevelopment Authority.

The following motions have been prepared for Board consideration:

**MOVE TO APPOINT TOM FRAZIER, AS THE ENVIRONMENTAL COMMISSION REPRESENTATIVE, TO THE BROWNFIELD REDEVELOPMENT AUTHORITY FOR A TERM ENDING 12/31/27.**



**To: Township Board Members**

**From: Dan Opsommer, Deputy Township Manager  
Director of Public Works & Engineering**

**Younes Ishraidi, P.E., Township Engineer  
Deputy Director of Public Works & Engineering**

**Date: March 23, 2026**

**Re: Re-appointments to the Lake Lansing Watershed Advisory Committee**

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The plan adopted for the Lake Lansing Watershed Management Special Assessment District created an Advisory Committee. It consists of four lakefront property owners (Tier 1), two off-lake property owners (Tier 2), the Ingham County Drain Commissioner, Ingham County Parks, and a Township staff person.

The purpose of the committee is to implement the watershed management plan. The six property owners serve staggered 2-year terms, ending April 30, with 50% overlap. Meetings are held in the Meridian Township Municipal Building, voluntarily promulgated under the Open Meetings Act.

The following members will continue to serve until their two-year terms expire on April 30, 2027:

Susan Andrews	6076 Columbia St	Tier One
Ronald Rowe	6247 E Lake Dr	Tier One
Larry Wagenknecht	6097 Partridge St	Tier Two

The Lake Lansing Advisory Committee recommends the following property owners be re-appointed to the Lake Lansing Advisory Committee for terms expiring April 30, 2028. Their qualifications and past applications have already been filed with the Clerk’s office:

Roger Taylor	6089 E Lake Dr	Tier One
Curtis Armbruster	6411 E Reynolds Rd	Tier One
Steven Culling	6193 Columbia St	Tier Two

**Proposed Motion:**

**“MOVE THAT THE FOLLOWING PROPERTY OWNERS BE RE-APPOINTED TO THE LAKE LANSING WATERSHED ADVISORY COMMITTEE FOR TERMS EXPIRING APRIL 30, 2028: ROGER TAYLOR, 6089 E LAKE DR; CURTIS ARMBRUSTER, 6411 E REYNOLDS RD; STEVEN CULLING, 6193 COLUMBIA ST.”**



**To: Board Members**  
**From: Scott Hendrickson, Township Supervisor**  
**Date: March 23, 2026**  
**Re: Environmental Commission Appointments**

---

The Environmental Commission (EC) currently has two vacancies. The Environment Commission recommends the appointment of Ike Iyioke and Bruce Mortimer to fill those vacancies. Mr. Iyioke has more than 25 years of experience working at MSU, researching, and doing outreach. Mr. Mortimer is a veterinarian and is interested in habitat preservation and restoration.

The following motions are proposed for Board consideration:

**MOVE TO APPROVE THE APPOINTMENT OF IKE IYIOKE TO THE ENVIRONMENTAL COMMISSION FOR A TERM ENDING 12/31/2028.**

**MOVE TO APPROVE THE APPOINTMENT OF BRUCE MORTIMER TO THE ENVIRONMENTAL COMMISSION FOR A TERM ENDING 12/31/2026.**

**Attachment:**

1. Applications for Public Service

# CHARTER TOWNSHIP OF MERIDIAN

Patricia Herring Jackson Supervisor  
 Deborah Guthrie Clerk  
 Phil Deschaine Treasurer  
 Frank L. Walsh Manager



Courtney Wisinski Trustee  
 Scott Hendrickson Trustee  
 Marna Wilson Trustee  
 Kathy Ann Sundland Trustee

## APPLICATION FOR PUBLIC SERVICE

I am interested in service on one or more of the following public bodies as checked below:

- |                                     |   |                                     |  |
|-------------------------------------|---|-------------------------------------|--|
| <input type="checkbox"/>            | Assessing Board of Review*  | <input type="checkbox"/>            | Elected Officials Compensation Commission* |
| <input checked="" type="checkbox"/> | Board of Water and Light Representative*                              | <input checked="" type="checkbox"/> | Environmental Commission                   |
| <input checked="" type="checkbox"/> | Brownfield Redevelopment Authority*                                   | <input type="checkbox"/>            | Lake Lansing Watershed Advisory Committee* |
| <input type="checkbox"/>            | Building and/or Fire Board of Appeals and<br>Building Hearing Officer | <input checked="" type="checkbox"/> | Land Preservation Advisory Board           |
| <input type="checkbox"/>            | Capital Area Transportation Authority (C.A.T.A.)                      | <input checked="" type="checkbox"/> | Park Commission (elected/appointed)        |
| <input checked="" type="checkbox"/> | Communications Commission*  | <input type="checkbox"/>            | Pension Trustees                           |
| <input checked="" type="checkbox"/> | Community Resources Commission  | <input checked="" type="checkbox"/> | Planning Commission                        |
| <input type="checkbox"/>            | Corridor Improvement Authority*                                       | <input checked="" type="checkbox"/> | Township Board (elected/appointed)         |
| <input type="checkbox"/>            | Downtown Development Authority*                                       | <input type="checkbox"/>            | Transportation Commission*                 |
| <input type="checkbox"/>            | East Lansing-Meridian Water & Sewer Authority                         | <input type="checkbox"/>            | Zoning Board of Appeals                    |
| <input type="checkbox"/>            | Economic Development Corporation                                      | <input type="checkbox"/>            | Other                                      |

(\*Special conditions restrict eligibility for appointment)

Indicate areas not included above which may warrant special attention or study that are of interest to you:

Summarize your reasons for applying for this type of public service: *I have more than 25 yrs' experience working at MSU - teaching, researching, and doing outreach.*  
 Describe education, experience or training which will assist you if appointed. (Attach resume if available)

Name: IKE IYIOKE  
 Occupation: RESEARCHER Place of Employment: \_\_\_\_\_  
 Home Address: \_\_\_\_\_  
 Phone: (days) \_\_\_\_\_ (evenings) \_\_\_\_\_ E-mail: ikevalentine@gmail.com  
 Signature: [Signature] Date: 9/10/2025

Other than the Downtown Development Authority Board and the Economic Development Corporation, persons appointed to Meridian Township boards and commissions must be a resident and elector (if of voting age) of the Township during the term of office. Excessive absences may be cause for review of appointment.

(PLEASE USE BACK IF NEEDED)

The policy for appointment of candidates to the various public service positions is based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. In most instances it will be desirable to develop further information through a personal interview. This application will be retained in township files for two years. Please return this form to the Office of the Clerk, Charter Township of Meridian.

FOR OFFICE USE ONLY				
Date Received		Distro:	Application #	
Registered Voter:	Y / N			
Date Appointed:				



5151 Marsh Road, Okemos, MI. 48864  
 517.853.4000



**Public Service Application Form**

*Submission #: 4614674*

*Submission Date: 02/05/2026 10:22*

*IP Address: 73.145.134.196*

*Survey Time: 9 minutes, 21 seconds*

**1. I am interested in service on one or more of the following public bodies as checked below:**

Environmental Commission

**2. Summarize your reasons for applying to do this type of service**

I am interested in habitat preservation and restoration. I believe habitat preservation is the key to good environmental stewardship and maintaining a healthy environment for future generations.

**3. Describe education, experience or training which will assist you if appointed.**

Doctor of Veterinary Medicine Volunteer for meridian conservation corps Maintaining and improving our our property with native plants and invasive species control Bird and plant species identification

**Full Name** Bruce Mortimer

**Occupation** Veterinarian

**Place of Employment** Semi retired and East Lansing Veterinary Clinic

**Home Address**

[REDACTED]

[REDACTED]

**Phone (Day)** [REDACTED]

**Phone (Evening)** [REDACTED]

[REDACTED]

**Date and Time**

02/05/2026 12:00 AM

Other than the Downtown Development Authority Board, the Corridor Improvement Authority, and the Economic Development Corporation, persons appointed to Meridian Township boards and commissions must be a resident and elector (if of voting age) of the Township during the term of office. Excessive absences may be cause for review of appointment. The policy for appointment of candidates to the various public service positions is based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. In most instances it will be desirable to develop further information through a personal interview. This application will be retained in township files for two years.

Thank you,  
**Meridian Township, MI**



**To: Board Members**

**From: Dan Opsommer, Deputy Township Manager  
Director of Public Works and Engineering**

**Date: March 30, 2026**

**Re: 2026 Electrical Maintenance Contract Award Award**

---

Township staff recently requested proposals for as-needed electrical contractor services for Township facilities and grounds.

The low bid was from FD Hayes Electric Co. Township staff recommend awarding this contract to the low bidder, FD Hayes Electric Co. This company has performed quality work for the Township many time before and has previously held this contract.

The Board approved funding for this contract in various accounts in the 2026 Township Budget. The contract contains an option to renew the contract for an additional three years (i.e. four years in total) and each bidder was required to bid the inflationary percentage increases for each renewal year. These bided percentage increases are also contained in the attached bid tab. The lower bidder submitted a bid for 5% increases over the four optional renewal years.

We are happy to answer any questions the Board may have.

**The following motion has been prepared for the Board's consideration:**

**MOVE TO APPROVE THE CONTRACT WITH FD HAYES ELECTRIC CO. AND DIRECT THE TOWNSHIP SUPERVISOR TO EXECUTE THE CONTRACT.**

**Attachments:**

1. 2026 Electrical Maintenance Contract Bid Tab
2. [2026 Electrical Maintenance Contractor RFP](#)
3. 2026 Electrical Maintenance Contract

2026 Electrical Maintenance Contract Bid Tab					
Bid Item	Unit	FD Hayes Electric Co.	H & R Electrical Contractors LLC	Centennial Electric	Halligan Electric
		2301 Beal Ave Lansing, MI 48910	P.O. Box 467 DeWitt, MI 48820	P.O. Box 490 Pottersville, MI 48876	7054 E Court St Davison, MI 48423
<b>General Information</b>					
Number of Service Technicians	Technicians	20	40	4	13
Number of Service Vehicles	Vehicles	14	15	4	13
<b>Scheduled Service Calls</b>					
Typical Response Time (2 days, 1 week, etc.)	Days	2 days	24 hours	1-5 business days	1-2 days
Minimum Scheduled Service Call Charge	Dollars	\$100.00	\$106.46	\$300.00	\$180.00
Scheduled Regular Hourly Rate	Per Hour	\$100.00	\$106.46	\$113.50	\$120.00
Scheduled Overtime Hourly Rate	Per Hour	\$150.00	\$140.92 for 1.5 OT and \$178.04 for 2.0 OT	\$150.50	\$179.00
Mileage Charge	Per Mile	\$0.00	\$0.00	\$0.72	\$0.00
<b>Emergency Calls</b>					
Typical Response Time (1 hour, 4 hours, etc.)	Hours	1 hour	1 hour	1-2 hours	1-4 hours
Minimum Emergency Service Call Charge	Dollars	\$150.00	\$150.00	\$300 Day Shift/\$132.5 Afternoon Shift	\$250.00
Emergency Regular Hourly Rate	Per Hour	\$150.00	\$106.46	\$113.50	\$179.00
Emergency Overtime Hourly Rate	Per Hour	\$200.00	\$140.92 for 1.5 OT and \$178.04 for 2.0 OT	\$150.5 for 1.5 OT and \$187.70 for 2.0 OT	\$179.00
Mileage Charge	Per Mile	\$0.00		\$0.72	\$0.00
<b>Inflationary Percentages for Renewal Years</b>					
2027 Inflationary Percentage	Percentage	5%	5%	5%	3%
2028 Inflationary Percentage	Percentage	5%	5%	5%	3%
2029 Inflationary Percentage	Percentage	5%	5%	5%	3%



Comprehensive form, Premises-operations, Explosion and collapse hazard, Underground hazard, Products/completed operations hazard, Contractual insurance, Broad form property damage, Independent contractor, Personal injury.

**2. Workers' Compensation & Employer' Liability** (if applicable)

- |    |                           |                         |
|----|---------------------------|-------------------------|
| a. | Medical & Indemnity       | Statutory Requirements  |
| b. | Bodily Injury by Accident | \$500,000 Each Accident |
| c. | Bodily Injury by Disease  | \$500,000 Each Employee |
| d. | Bodily Injury by Disease  | \$500,000 Policy Limit  |
| e. | Employers Liability       | \$500,000               |

**3. Automobile Liability**

Including hired and non-owned Automobiles \$1,000,000 (Combined Single Limit)

Such insurance shall include, but not be limited to, coverage for:

Comprehensive form, Owned vehicles, Hired vehicles, Non-owned vehicles

**C. Owner's Protective Liability**

The Contractor shall procure and shall maintain during the life of this Contract Owner's/Contractor's Protective Liability Insurance, listing the Owner as the named insured. The minimum limit of liability shall be not less than \$1,000,000.00 per occurrence/aggregate.

**D. Insured Parties**

All policies shall contain a provision naming the Owner (and its officers, agents, and employees) as Additional Insured parties on the original policy and all renewals or replacements during the term of this Contract.

**E. Acceptable Insurance Companies**

All insurance companies required by this section shall be: 1) acceptable to the Owner; 2) authorized to do business in the State of Michigan by the Michigan Department of Insurance and Financial Services, and 3) have an A.M. Best Company's Insurance reporting rating of no less than A- (Excellent). Upon request, the Contractor shall submit evidence of such insurance.

**F. Indemnification and Hold Harmless**

The Contractor shall, at its own expense, protect, defend, indemnify and hold harmless the Owner and its elected and appointed officers, employees, and agents from all claims, damages, costs, lawsuits, and expenses, including, but not limited to, all costs for administrative proceedings, court costs, and attorney fees that they may incur as a result of any acts, omissions, or negligence of the Contractor, its subcontractors, sub-subcontractors, or any of their officers, employees, or agents. This includes but is not limited to injury or death to any person or persons, including the contractor's employees, and damage to property. The furnishing by the Contractor of any insurance required by this Contract, or the acceptance or approval thereof by the Owner as provided in this Contract, or otherwise, shall not diminish the Contractor's obligation to fully indemnify the Owner, its elected and appointed officers, employees, and agents as required in this section.

The Contractor shall not cancel or reduce the coverage of any insurance required by this section without providing 30-day prior written notice to the Owner. All such insurance must include an endorsement whereby the insurer shall agree to notify the Owner immediately of any reduction by the Contractor. The Contractor shall cease operations on the occurrence of any such cancellation or reduction, and shall not resume operations until new insurance is in force.

**7. Non-Assignability.**

Neither this contract, nor any of the rights or obligations of the parties hereto, shall be assigned by either party without the written consent of the other.

**8. Termination.**

This contract will be for one year, starting on the award date of \_\_\_\_\_, with Township option to renew it at the end of each year of the first two years. Contract extensions beyond calendar year 2022 at the rates listed under Exhibit "A", with price increases as detailed in section 15. **Contract Duration**, are contingent upon the discretion of the

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Township. The Township at its sole discretion may terminate this contract and only be obligated to compensate the CONTRACTOR for work performed prior to the time of termination. This contract shall terminate upon the OWNER providing the CONTRACTOR with seven (7) days advance written notice. In the event the contract is terminated by the OWNERS' issuance of said written notice of intent to terminate, the OWNER shall pay the CONTRACTOR for all work previously authorized and performed prior to the date of termination. If, however, the CONTRACTOR has substantially or materially breached the standards and terms of this contract, the OWNER shall have any remedy or right of set-off available at law and equity. The OWNER shall owe no other payments, including any payment for lost profit or business opportunity, and no penalty, to the CONTRACTOR in the event of termination upon notice.

**9. Independent Contractor.**

All personnel assigned by the CONTRACTOR to perform work under the terms of this contract shall be, and remain at all times, employees or agents of the CONTRACTOR for all purposes. The CONTRACTOR shall make no representation that it is the employee of the OWNER for any purpose.

**10. Performance Standards.**

The CONTRACTOR shall perform the services in Exhibit "A" in a good and workmanlike manner and in conformity with the best standards of its industry. The OWNER in its sole discretion may cancel this agreement if the CONTRACTOR fails to meet the specifications for the materials and timely completion of assigned tasks.

**11. Entire Agreement.**

This contract, together with the attached Exhibit "A", is the entire agreement between CONTRACTOR and OWNER, superseding all prior oral or written communications. None of the provisions of this contract may be amended, modified, or changed except by written amendment executed by both parties.

**12. Non-Discrimination.**

The CONTRACTOR shall adhere to all applicable Federal, State and local laws, ordinances, rules and regulations prohibiting discrimination with regards to employees and applicants for employment. The contractor and his/her subcontractors shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, including a benefit plan or system or a matter directly or indirectly related to employment, because of race, color, religion, national origin, sex, age, height, weight, condition of pregnancy, marital status, physical or mental limitation, disability, source of income, familial status, educational association, sexual orientation, gender identity or expression, or HIV status. Breach of this section shall be regarded as a material breach of this Contract.

**13. Dispute Resolution.**

The parties agree in good faith to attempt to resolve amicably, without litigation, any dispute arising out of or relating to this contract. In the event that any dispute cannot be resolved through direct discussions, the parties agree to endeavor to settle the dispute by mediation.

Either party may make a written demand for mediation, upon which demand the matter shall be submitted to a mediation firm mutually selected by the parties. The mediator shall hear the matter and provide an informal opinion and advice within twenty (20) days following written demand for mediation. Said informal opinion and advice shall not be binding on the parties, but shall be intended to help resolve the dispute. The parties shall share the mediator's fee equally. If the dispute has not been resolved, the matter may then be submitted to the judicial system.

**14. Conflict of Interest.**

From the date of this contract through the termination of its service to the OWNER, the CONTRACTOR shall not accept, negotiate or enter into any contract or agreements for services with any other party that may create a substantial interest, or the appearance of a substantial interest in conflict with the timely performance of the work or ultimate outcome of this contract and/or adversely impact the quality of the work under this contract without the expressed approval of the OWNER.

---

**15. Contract Duration.**

This contract will be for one year, starting on the OWNER'S signature date, with OWNER's option to renew at the end of each year of the first two years. If renewed, the fee schedule set forth in Exhibit "A" may be increased by an amount not to exceed the rate of inflation or 2.5% per year (whichever is greater).

---

**IN WITNESS WHEREOF**, the parties hereto have caused this instrument to be executed in three (3) original counterparts the day and year first above written.

**FD Hayes Electric Co.**  
**CONTRACTOR**

**WITNESS:**

By: \_\_\_\_\_

\_\_\_\_\_

Title: \_\_\_\_\_

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

**Meridian Township**  
**OWNER**

**WITNESS:**

BY: \_\_\_\_\_

\_\_\_\_\_

Scott Hendrickson

TITLE: Deputy Township Manager  
Director of Public Works & Engineering

DATE: \_\_\_\_\_



9. K

**To: Board Members**  
**From: Stephen Gebes, IT Director**  
**Date: April 2, 2026**  
**Re: Brightline IT Offsite Replication Agreement Renewal Execution**

---

In 2023, Township Staff worked with Brightline Technologies to connect local virtual assets to a real-time replication service. Brightline bundled a three-year service & support agreement with the contract for online backup. The term for continuous data protection coverage is quickly coming to an end. Needing to maintain support for this critical service, the Township is exercising our option to extend the replication service agreement to cover an additional 44 months of support.

As such, the following motion is presented for the Board's consideration:

**MOVE TO EXECUTE RENEWAL OF THE OFFSITE REPLICATION AGREEMENT WITH BRIGHTLINE TECHNOLOGIES, EXTENDING THE EXISTING CONTINUOUS DATA PROTECTION SERVICE THROUGH DECEMBER 31, 2029.**

**Attachments:**

1. Offsite Replication Agreement
2. Master Services Agreement



We have prepared a quote for you

**Offsite Replication Agreement**

Quote # 005991  
Version 1

Prepared for:

**Meridian Township**

Stephen Gebes  
geb@meridian.mi.us

**Managed Services**

Qty	Description	Recurring	Ext. Recurring
<b>Terms: The initial term of this agreement is 44 months.            This agreement is binding to the total contract value. Brightline reserves the right to accommodate discretionary changes to individual product quantities within the terms of this agreement.</b>			
1	<b>Disaster Recovery as a Service (DRaaS) - Per Month</b>  <b>Managed VM Replication Services</b>  <b>(16) VM Replication Fee</b>  <b>(30) VMware Licensing</b>  <b>Domain Controller Pilot Site</b>  <b>(2) vCPU, 8GB Memory</b>  <b>(2) VMware Licensing</b>  <b>(2) Microsoft Licensing</b>  <b>(100) Gold Storage (GB)</b>  <b>250Mbps Dedicated Internet</b>  <b>Internet Edge Security - Cloud Based Advanced Security with IDS/IPS</b>  <b>(8000) Gold Storage (GB)</b>  <b>(1400) Gold Storage (GB) - Estimated Journal</b>  <b>(200) Dropsuite Business Backup + Email Archiving - 1 User - Unlimited Storage</b>	\$4,070.00	\$4,070.00
<b>Term: 04/01/2026 - 12/31/2029</b>			

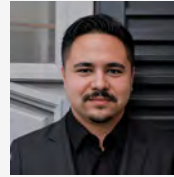
Monthly Subtotal: **\$4,070.00**

Offsite Replication Agreement

Quote #005991 v1

Prepared For:  
**Meridian Township**  
 Stephen Gebes  
 5151 Marsh Road  
 Okemos, MI 48864  
 P: (517) 853-4222  
 E: gebes@meridian.mi.us

Prepared by:  
**Brightline Technologies**  
 James Cabalum  
 10355 Citation Dr.  
 Brighton, MI 48116  
 P: (248) 886-0248  
 E: James@brightlineit.com



Date Issued:  
**03.27.2026**  
 Expires:  
**04.24.2026**

Monthly Recurring Summary

Description	Amount
Managed Services	\$4,070.00

Monthly Total: **\$4,070.00**

**Payment Terms: Billed Monthly**

Provider reserves the right to correct any errors, inaccuracies or omissions, and to change or update information or cancel orders if any information, including Services or pricing is inaccurate.

Acceptance and Incorporation by Reference

This Order together with the Master Services Agreement and Service Attachments and other terms and conditions identified on Exhibit A, all of which are incorporated herein by reference (collectively, the "Agreement") is between Brightline Technologies (sometimes referred to as "we," "us," "our," or "Provider"), and the customer identified on the Order (sometimes referred to as "you," "your," or "Client"). This Agreement is effective as of the date the Client accepts the Order (the "Effective Date").

By signing or accepting this Order, Client acknowledges, represents, and warrants that it has read and agrees to the terms and conditions identified on Exhibit A to this Order which are incorporated as if fully set forth herein.

The parties hereby agree that electronic signatures to this Order shall be relied upon and will bind them to the obligations stated herein. Each party hereby warrants and represents that it has the express authority to execute this Agreement(s).

Provider may make changes to the Agreement at any time. If there are changes, Provider will revise the date at the top of the document. Provider may or may not provide Client with additional notice regarding such changes. Client should review the terms and conditions regularly. Unless otherwise noted, the amended terms and conditions will be effective immediately, and your continued use of the Services thereafter constitutes your acceptance of the changes. If you do not agree to the amended terms and conditions, you must stop using the Services immediately. Please note, you may incur a termination fee or other third-party fees, if applicable.


The parties, acting through their authorized officers, hereby execute this Agreement.

Meridian Township

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

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

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

 Exhibit A

Agreement	Description
<a href="#">Master Services Agreement</a>	General terms and conditions applicable to all Provider products and services.
<a href="#">Service Attachment for Managed Services</a>	Core managed services including monitoring, remote management, and help-desk.
<a href="#">Service Attachment for Managed Compliance Services</a>	Consulting and advising regarding regulatory and legal compliance.
<a href="#">Service Attachment for Co-Managed Services</a>	Describes the division of responsibilities in a Co-managed environment.
<a href="#">Service Attachment for Penetration Testing</a>	Penetration testing and simulating cyberattacks to identify and address vulnerabilities within an organization's systems, networks, and applications.
<a href="#">Service Attachment for Colocation</a>	Responsibility matrix for organizations not using Provider's fully managed services.
<a href="#">Schedule of Services</a>	Description of managed services offered by Provider.
<a href="#">Data Processing Agreement</a>	Data security and privacy agreement including statutorily required terms.
<a href="#">Service Level Objectives</a>	Targeted response times by tier of severity.
<a href="#">Schedule of Third-Party Services</a>	Notice of third-party services and waiver of claims.



Effective March 16, 2026. This Master Services Agreement supersedes and replaces all prior versions.

## **Master Services Agreement**

This Master Services Agreement (the “MSA”) is between Provider and the Client found on the applicable quotation, estimate, statement of work, proposal, or order (the “Order”) and, together with the Order, the terms and conditions, and relevant Service Attachments forms the Agreement between the parties (the “Terms”). Client accepts these Terms by signing an Order, using the services, or continuing to use the services after being notified of a change to these Terms. If there is a conflict between the Order, this Master Services Agreement, any Service Attachment, or Exhibit, the Order will control.

The parties agree as follows:

### **STATEMENT OF SERVICES**

#### **Service Attachments**

The services to be delivered by Provider (the “Services”) and the fees for those Services, and the specific terms applicable to those Services are described in the Order or in one or more Service Attachments referencing this Agreement.

Provider may decline to perform any services requested by Client that are in violation of any applicable law or that are not typically associated with the Services provided by Provider.

### **FEES FOR SERVICES | PAYMENT TERMS**

#### **Service Fees**

Fees for Services are set forth in an Order. Unless otherwise indicated in writing, all Services will be performed on a time-and-materials basis at Provider’s then-current rates.

#### **Adjustments to Service Fees**

Except as may be specified in an Order, Provider may adjust the Service Fees charged under this Agreement as follows:

- **Increased or Revised Usage or Services.** Provider may increase the fees based on revised or increased Usage or Services as described in the Order or applicable Service Attachments.
- **Surcharges.** At any time after the parties sign an Order, Provider may adjust its rates and charges or impose additional rates and charges to recover amounts required or permitted by governmental or quasi-governmental authorities to collect from others or pay to others in support of statutory or regulatory funds or programs. Client shall pay all

Service Fees owed as they become due following any such adjustment.

- **Service Fee Rate Increases.** At any time after the parties sign an Order, Provider may elect to raise the fees that it charges under that Order. If the increase is greater than 10% annually, Provider shall give Client no less than thirty (30) days' notice of any such increase in fees to be charged. Within 30 days following Client's receipt of such notice, Client may terminate the Order without incurring any additional charges or penalties, if any, that Client ordinarily would incur for such termination.
- **Third-Party Services.** Client understands and agrees that Provider uses third-party solutions and service providers to perform some or all of the managed services offered to Client ("Third-Party Service Providers"). **PROVIDER IS NOT RESPONSIBLE FOR THE ACTS OR OMISSIONS OF THIRD-PARTY SERVICE PROVIDERS. CLIENT'S RIGHTS REGARDING CLAIMS AGAINST THIRD-PARTY SERVICE PROVIDERS SHALL BE GOVERNED BY SUCH SERVICE PROVIDER'S END USER LICENSE AGREEMENT OR TERMS AND CONDITIONS.** Provider's current Third-Party Service providers and the governing terms and conditions related to those services are listed on the Schedule of Third-Party Services which may be updated by Provider without further notice to Client and is incorporated by reference as if fully set forth in this Agreement.
- **Off-Boarding.** Client's cancellation, termination, or transition of the Services to Client's control or to another service provider ("Off-Boarding") may trigger a billable project. Any Off-Boarding projects will be subject to a separate Order, which will be billed at Provider's then-prevailing rates.
- **Client Delay.** If Provider is unable to commence delivery of the Services on the service start date because of any failure on Client's part including but not limited to the failure to provide access to Client's resources in a timely manner, Client nonetheless will begin to incur Service Fees, which Client shall pay in accordance with the Order, the Service Attachment and the Master Services Agreement.

### **Reimbursable Expenses**

Client shall pay Provider's reasonable out-of-pocket expenses, including incremental third-party service fees, travel expenses, lodging, meals, or other similar expenses, which may be incurred by Provider in performing Services.

In addition, in connection with providing various Services on-site at Client's facilities, Client authorizes Provider to procure, deploy, and invoice Client for reasonable incidental materials and expenses necessary to perform the Services, including but not limited to cables, adapters, small hardware components, consumables, parking fees, and shipping or courier costs.

Provider may incur and bill such incidental expenses without prior written approval, provided that the cost of any individual item or expense does not exceed \$100 per occurrence. Client agrees to pay for all such incidental expenses as part of the next regular invoice. If incidental costs are expected to exceed this threshold, Provider will make reasonable efforts to obtain Client's approval prior to purchase; however, Client acknowledges that delays in approval may impact service delivery timelines.

### **Payment Terms**

Client shall pay the full amount reflected on any invoice as owed to Provider on or before the due date identified in the invoice (the "Payment Deadline").

### **Late Payment Fees**

Any overdue and unpaid balances will be charged an annual interest rate of 18.99%, or a fixed fee of \$50, assessed every 15 days, whichever is greater, until the balance is paid in full. Late payments will be calculated from the invoice due date. The accrual of payment of any interest as provided above will not constitute a waiver by Provider of any rights and remedies in connection with a default by Client. Client will pay all court costs, attorneys' fees, and other costs incurred by Provider in collecting past due amounts, including interest.

If Client disputes in good faith all or any portion of the amount owed to us, or if Client otherwise requests any adjustment to an invoiced amount, Client must notify Provider in writing, prior to the Payment Deadline, of the nature and basis of the dispute and/or adjustment. If Provider is unable to resolve the dispute prior to the Payment Deadline, Client nevertheless shall pay the entire invoiced amount by the Payment Deadline. If Provider ultimately determines that such amount should not have been paid, Provider shall apply a credit equal to such amount against any Service Fees owed for the following month.

Special rates may apply for services requested outside of normal business hours or on holidays. All special rates require a one-hour minimum unless otherwise specified in an Order or Provider's rate sheet. Holiday hour rates are two (2) times normal hourly rates, with a one-hour minimum.

### **Suspension of Service**

If Client fails to pay all amounts owed under this Agreement when due, then upon at least ten (10) business days' prior written notice, and in addition to any other remedies available to Provider, Provider may suspend Services and withhold Confidential Information (defined below) under this Agreement until full payment is made. Following any suspension of service under this provision, and after Client makes full payment to Provider, Provider may restore the Services after validating that all components to be monitored and/or managed under any applicable Order or Service Attachment comply with Provider's level of security, updates, and best practices. Client shall pay a "Reactivation Fee" for such restoration equal to one month of the Service Fees. Provider's right to suspend Services under this section is in addition to Provider's right to terminate this Agreement.

### **Taxes**

Unless otherwise indicated on an invoice, all charges and fees owed under this Agreement are exclusive of any applicable sales, use, excise, or services taxes that may be assessed on the provision of the Services. In the event that any taxes are assessed on the provision of any of the Services, Client shall pay the taxes directly to the taxing authority or shall reimburse Provider for their payment.

## **TERM AND TERMINATION**

### **Term**

This Agreement commences on the Order Effective Date, and it will remain in effect until either party terminates it as permitted below.

### **Termination**

Either party may terminate this MSA for any reason or no reason upon at least thirty (30) days

advance, written notice given to the other party. However, termination of this MSA will not, by itself, result in the termination of any Order or Service Attachments, and this MSA will remain in effect notwithstanding any notice of termination unless and until all Orders and/or Service Attachments are terminated or expire according to their terms.

### **INDEPENDENT CONTRACTOR**

Unless otherwise agreed, Provider will perform all Services solely as an independent contractor and not as an employee, agent, or representative of Client.

### **INTELLECTUAL PROPERTY RIGHTS**

#### **Provider Works**

Unless specifically identified in a separate Statement of Work, any writing or work of authorship, regardless of medium, created or developed by Provider for Client in the course of performance under this Agreement and related to existing works owned by Provider is a "Provider Work," is not to be deemed a "work made for hire," and is and will remain the sole, exclusive property of Provider. To the extent any Provider Work for any reason is determined not to be owned by Provider, Client hereby irrevocably assigns and conveys to Provider all of its copyright in such Provider Work. Client further hereby irrevocably assigns to Provider all of its patent, copyright, trade secret, know-how, and other proprietary and associated rights in any Provider Work.

#### **License to Provider Works**

If any Provider Work is located on hardware or equipment owned by Client, Provider hereby grants Client a perpetual, non-exclusive, revocable, royalty-free license to use any Provider Work during the term of this Agreement ("Limited License"). The Limited License will be immediately and automatically revoked without the need for notice in the event that either party terminates the Services or this Agreement.

#### **Ownership of Deliverables**

To the fullest extent permitted by law, Client retains ownership in all deliverables, including but not limited to video footage, music, images, and other components for its future use, upon full payment for the Services. Client shall retain sole ownership of all original material it provides to Company for use within the Deliverables. After this MSA and all Service Attachments and Orders are terminated, and upon full payment for any works in process, in no event will Company be liable for any claims related to or arising from Client's improper use of the Deliverables, works in process, or the music, images, and other components that comprise the Deliverables or works in process.

#### **License Restrictions**

Client shall not:

- Modify, copy, or create derivative works based on the Services or on the Provider Technology;
- Build a product or service using similar ideas, features, functions, or graphics of the Service, or
- Copy any ideas, features, functions, or graphics of the Service.

Additional license restrictions may be set forth in the Service Attachments.

#### **Improvements to Services**

Client hereby assigns to Provider any and all suggestions, ideas, enhancement requests, feedback, recommendations, or other information provided by Client or Client's users relating to any proposed improvements of or modifications to the Services.

## **NON-DISCLOSURE AND CONFIDENTIALITY**

### **Confidential Information**

During the course of performance under this Agreement, either party may be exposed to or may acquire the other's proprietary or confidential information. Each party shall hold all such "Confidential Information" in strict confidence and shall not disclose any such information to any third party.

Confidential Information includes but is not limited to: (a) with respect to Provider, Provider's unpublished prices for Services, audit and security reports, server/network configuration designs, firewall and other hardware configurations, passwords, all business plans, technical information or data, product ideas, methodologies, calculation algorithms and analytical routines, and other proprietary technology, (b) with respect to Client, content transmitted to or from, or stored by Client on, Provider's servers, and (c) with respect to both parties, other information that is conspicuously marked as "confidential" or if disclosed in non-tangible form, is verbally designated as "confidential" at the time of disclosure.

### **Non-Confidential Information**

Notwithstanding the preceding provision, Confidential Information does not include:

- Information that at the time of disclosure is, without fault of the recipient, available to the public by publication or otherwise;
- Information that either party can show was in its possession at the time of disclosure and was not acquired, directly or indirectly, from the other;
- Information received from a third party with the right to transmit same without violation of any secrecy agreement with the other party; and
- Information that must be disclosed pursuant to court order or permitted by law.

### **Agreement Confidentiality**

No copy of the Order, this MSA, any Service Attachment or Schedule of Services, discussions, negotiations, terms or conditions relating to the Order, the MSA, Service Attachment, or any other information relating to the Order, this MSA, or any Service Attachment may be disclosed to any third party, except by reason of legal, accounting or regulatory requirements, without the prior written consent of the parties hereto.

### **Information Releases**

Notwithstanding the preceding provisions, Provider may publicly refer to Client, orally and in writing, as a Client of Provider. Any other reference to Client by Provider may be made only pursuant to a written agreement between the parties.

## **PROVIDER-SUPPLIED EQUIPMENT**

"Equipment" means any computer, networking or telephony equipment, racking, or associated hardware, or other equipment (if any) that Provider installs on Client's premises or that Provider ships to Client's location to facilitate the delivery of Services. Equipment does not include any

hardware or devices that Provider may sell to Client or that Provider procures on Client's behalf.

Provider is and will remain the sole owner of any Equipment, which is provided on a rental or temporary basis only. This agreement transfers to Client no Equipment ownership rights of any kind.

Provider retains sole discretion to determine the appropriate Equipment and associated software and/or technology, if any, to be used at Client's location, provided that Provider's determination does not materially impair the availability or delivery of services under this Agreement. Provider also retains sole discretion to determine the necessity of maintenance, repairs, and/or improvement of the Equipment.

Except as otherwise may be specified in an applicable Service Attachment, Provider makes no independent representations or warranties with respect to the Equipment. Any third-party warranties are Client's exclusive remedies with respect to such Equipment. In the event of an Equipment malfunction, Provider will take commercially reasonable steps to ensure that Client receives the benefit of any manufacturer warranties applicable to the Equipment in use at Client's location.

Client shall take reasonable care of the Equipment and shall not damage it, tamper with it, move or remove it, attempt to repair it, or attempt to install any software on it. Client is financially responsible, up to the full replacement value of all Equipment, for all damage to or loss of the Equipment used at Client's location, other than loss or damage caused by Provider. In addition, Client shall obtain and maintain insurance with a reputable insurer for the full replacement value of the Equipment. Such policy or policies of insurance must cover the Equipment against loss or damage (including, without limitation, accidental loss or damage) and must name Provider as an insured beneficiary with respect to the Equipment. Upon demand, Client must produce evidence that such insurance is being maintained and is valid.

Client is responsible for providing the necessary power, network connection, and appropriate environment to support the Equipment.

Client shall not remove any sign, label, or other marking on the Equipment identifying Provider as the owner of the Equipment. Client does not acquire and will not acquire any rights of ownership in the Equipment by virtue of this Agreement, and Client does not have and will not have, by operation of law or otherwise, any lien or other similar right over or in relation to the Equipment.

On termination of any Agreement pursuant to which Client obtained any Provider-owned Equipment, Client shall allow Provider and its employees and contractors reasonable access to its premises to remove the Equipment. Alternatively, upon Provider's request, Client shall return the Equipment to Provider via the carrier of Provider's choice, for which Provider will pay all applicable shipping charges. Upon termination, Client is responsible for removing all Client Data from the equipment. Upon pickup or return of equipment to Provider, Provider will not be responsible for lost Client Data.

#### **PROVIDER-SUPPLIED SOFTWARE**

"Software" means all and any software installed on the Equipment or provided by Provider for installation on Client's computer equipment to facilitate the delivery of the Services.

This Agreement does not transfer any right, title, or interest in the Software to Client. Client's

use of the Software is subject to all applicable terms of any end-user license agreement pertaining to the Software, a copy of which will be made available to Client, upon request.

Client shall not, and shall not permit any third party, to:

- distribute or allow others to distribute copies of the Software or any part thereof to any third party,
- tamper with, remove, reproduce, modify, or copy the Software or any part thereof,
- provide, rent, sell, lease, or otherwise transfer the Software or any copy or part thereof or use it for the benefit of a third party, or
- reverse assemble, reverse compile or reverse engineer the Software or any part thereof, or otherwise attempt to discover any Software source code or underlying proprietary information except as may be permitted by law.

## **CLIENT COVENANTS AND OBLIGATIONS**

### **Assistance**

Client shall provide in a timely and professional manner, and at no cost to Provider, assistance, cooperation, complete and accurate information and data, equipment, access to applicable computer and telecommunications facilities, networks, firewalls, servers, programs, files, documentation, passwords, a suitable work environment, and other resources requested by Provider to enable it to perform the Services (collectively, "Assistance"). Provider shall not be liable for any deficiency in performing the Services if such deficiency results from Client's failure to provide full Assistance as required hereunder. Assistance includes, but is not limited to, designating a project manager or contact person to interface with Provider during the course of Services.

### **Software Licensing**

Unless specifically otherwise agreed to in an applicable Order, Client represents and warrants that Client has title to or has a license or the right to use or modify the Software and has a license or right to permit Provider to use, access, or modify any software that Client has requested Provider to use, access, or modify as part of the Services.

It is the Client's responsibility to independently ensure that **ALL** software in use by Client is properly licensed, and Client agrees to maintain records of applicable licenses. Provider will not promote the use of, or knowingly support software which is not properly licensed by Client. Assistance with software audits or licensing compliance matters are billable at Provider's then-prevailing hourly rates.

### **Unsupported Software**

Provider shall not be responsible or liable to Client for any consequences from the use of software no longer under manufacturer product support or no longer supported by the software publisher ("Unsupported Software"). **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY ANY USE OF UNSUPPORTED SOFTWARE.**

### **Provider Access**

Client shall supply Provider necessary access to its personnel, appropriate documentation and records, and facilities in order for Provider to timely perform the Services.

Broadband Internet access must be provided. Provider must be provided with remote access (via VPN or other reasonable remote access) to covered equipment. Appropriate cabling to all covered computers and devices must be provided. Appropriate air conditioning and ventilation for all covered computers and devices must be provided, in order to maintain temperature and air quality as specified by the applicable hardware manufacturers. Power surge protection must be provided for all covered computers and devices. Provider must be allowed convenient and timely access to the Equipment covered under this Agreement, adequate working space and facilities within a reasonable distance of the equipment, and access to and use of all information, internal resources, and facilities determined necessary to service the equipment. Client may be required to conduct preliminary diagnostic steps or provide additional information related to a support request, prior to a technician being dispatched to Client's facility. Client must agree to assign one employee to be liaison or contact person to Provider in order to make communications between both parties effective.

### **Remote Access**

Client grants to Provider the explicit right to remotely access Client's network systems without the need to obtain expressed permission or consent each time remote access is established.

### **Third-Party Service Provider Fees**

Unless expressly undertaken by Provider in writing, Client is responsible for any Third-Party Service Provider service fees, charges and to arrange for disconnection or termination and payment of charges related to the disconnection or termination of any related services with Client's current carrier(s) or service provider(s).

### **Network Security and Malicious Events**

Unless specifically otherwise agreed to in an applicable Order, it is Client's sole responsibility to determine whatever actions deemed necessary to make Client's data and voice networks and circuits secure from unauthorized access. Hardware firewall must be in place. Wireless data traffic in the environment must be securely encrypted. Provider is not responsible for the security of Client's network and circuits from third parties, or for any damages that may result from any unauthorized access to Client's network.

Client has an affirmative obligation to protect Client's network environment, and to train its employees for spam, malware, phishing, virus protection, and prevention from criminal acts of third parties. **Provider is not responsible for criminal acts of third parties, including but not limited to hackers, phishers, crypto-locker, and any network environment subject to ransom.**

If a security system for Client's network is included within the Services to be provided by Provider, Provider agrees to use commercially reasonable efforts to protect Client's network from malicious attacks by computer viruses, computer worms, and/or computer hackers (collectively, "malicious activities"). However, Client understands that no security system can guarantee complete protection against malicious activities as such attacks often involve the intentional action by third parties to invade and injure computer systems. **UNLESS CAUSED BY PROVIDER'S NEGLIGENCE OR WILLFUL MISCONDUCT, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY HARDWARE, SOFTWARE, AND/OR COMPUTER DATA OF CLIENT CAUSED BY SUCH MALICIOUS ACTIVITIES.**

### **Third-Party Criminal Activity**

Provider is not responsible for criminal acts of third parties, including but not limited to intrusions

or unauthorized access of any kind, hackers, phishers, crypto-locker, and any network environment subject to ransom. **CLIENT AGREES TO HOLD PROVIDER HARMLESS FOR ANY ACTIVITY AFFECTING NETWORK SECURITY ON CLIENT'S ENVIRONMENT RELATED TO THIRD-PARTY CRIMINAL ACTIVITY, NETWORK SECURITY, OR PRIVACY.** Any costs or fees to rebuild or service machines will be billed at Provider's then-prevailing hourly rates.

### **Theft of Service**

Client shall notify Provider immediately, in writing, by electronic mail or by calling the Provider customer support line, if Client becomes aware at any time that the Services are being stolen or used fraudulently. Failure to do so in a timely manner may result in the immediate termination of the Services and additional charges billed to Client. Client will be liable for all use of the Service using Equipment stolen from Client and any and all stolen Service or fraudulent use of the Services. Credits will not be issued for charges resulting from fraud that arises out of third parties hacking into any Equipment. This includes, but is not limited to, modem hijacking, wireless hijacking, or other fraud arising out of a failure of Client's internal/corporate procedures. Provider will not issue credit for invoiced charges for fraudulent use resulting from Client's negligent or willful acts or those of an authorized user of Client's service. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY OR DAMAGE TO CLIENT, OR ANY THEFT OF SERVICE CAUSED BY SUCH THEFT OF SERVICE.**

### **Hardware Equipment**

Client equipment must be in working order and maintained under a manufacturer's warranty or maintenance contract. Provider is not responsible for Client equipment that is not maintained under manufacturer's warranty or maintenance contract or that is otherwise out of order. All Service Fees assume equipment is under manufacturer's warranty or maintenance contract or is in working order.

Provider in its reasonable opinion and supported by manufacturer information, may designate certain equipment as obsolete or defective, and therefore exclude it from coverage under this Agreement.

### **Physical Security**

Client is responsible for the physical security of its on-premises hardware and software systems.

### **Independent Backup**

Unless specifically otherwise agreed to in an applicable Order or Service Attachment, Client must maintain an independent backup of all files that are sent to either the cloud or a data backup service. A backup solution must be in place, with backup copies stored off-site. It is the Client's responsibility to verify that backups are made regularly, as well as the integrity of the backups. Provider shall not be held liable in the event of data loss, backup software failure, backup selection, backup hardware failure, backup media failure, or backup system failure even in the event that Provider was tasked to perform the backups. Client will be solely responsible for all lost data.

### **Malware**

An anti-malware solution must be in place, and updated with valid update subscription. Provider is not responsible for any harm that may be caused by Client's access to third-party application programming interfaces or the execution or transmission of malicious code or similar occurrences, including without limitation, disabling devices, drop dead devices, time bombs, trap

doors, Trojan horses, worms, viruses, and similar mechanisms. Any costs or fees to rebuild or service machines are provided and sold separately by Provider.

### **Hardware and Software Configurations**

All Hardware and Software Configurations implemented by Provider shall belong to Provider, and shall constitute Provider's Confidential Information.

### **Client Data Security & Privacy**

In addition to its other confidentiality obligations under an applicable Service Attachment, Provider shall not use, edit, or disclose to any party other than Client any Client Data (defined below), except as otherwise requested by Client, or required by court order or applicable law. For purposes of this provision, all data stored on the virtualized machines assigned to Client, including locally stored personal data of individual employees, will be considered Client Data by Provider.

As between Provider and Client, all Client Data is owned exclusively by Client. Client Data constitutes Confidential Information subject to the Terms. Provider may access Client's User accounts, including Client Data, solely to respond to service or technical problems or otherwise at Client's request.

### **Security and Regulatory Recommendations**

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding regulatory compliance, safety, and security related to Client's network and practices (e.g., multi-factored authentication). If Client fails to adopt or implement the recommended protocols, Client is responsible for any and all damages related to regulatory, security, privacy, or data protection, including but not limited to fines, data breach notification, malware or ransomware costs, restoration, forensic investigation, restoring backups, or any other costs or damages related to Client's refusal to implement the recommended protocols.

### **Artificial Intelligence**

Client uses artificial intelligence ("AI") services or tools at its own risk. Provider is not responsible for any Client use of AI.

### **Password-Management Services**

If Provider provides password management services to Client, Client shall be responsible and liable for any unauthorized use of passwords. **THEREFORE, CLIENT AGREES TO HOLD PROVIDER HARMLESS FROM ANY LOSS, INJURY, OR DAMAGE TO CLIENT OR ANY THEFT OF PASSWORDS CAUSED BY SUCH USE OF THE PASSWORD SERVICES BY CLIENT.**

## **PROVIDER REPRESENTATIONS AND WARRANTY**

### **Internal Network Security Compromise Policy**

Provider monitors the availability and performance of its internal firewall and network security. This process involves monitoring for intrusion attempts and potential security breaches. In order to minimize a possible compromise of security, all services and applications exposed to the Internet on Provider's servers are updated with all commonly available security hotfixes and best practices. As appropriate, Provider proactively evaluates, investigates, and reports security-related incidents to the appropriate authorities. Provider also monitors and proactively manages the anti-virus protection of its servers and applications using industry-recognized anti-

virus software systems.

### **Service Warranty**

We warrant that the Services will be performed in a professional and workmanlike manner and as described in an applicable Service Attachment or Schedule of Services. All Services will be deemed to be accepted unless Client notifies Provider in writing within ten (10) working days after performance that the Services did not conform to this warranty. Provider promptly will correct any non-conformities and will notify Client in writing that the non-conformities have been corrected.

### **DISCLAIMER OF WARRANTY**

**PROVIDER DOES NOT WARRANT THAT THE SERVICES WILL BE PERFORMED ERROR-FREE OR UNINTERRUPTED, THAT PROVIDER WILL CORRECT ALL SERVICES ERRORS, OR THAT THE SERVICES WILL MEET CLIENT'S REQUIREMENTS OR EXPECTATIONS, OR THAT THE SERVICE WILL BE COMPLETELY SECURE. THERE ARE RISKS INHERENT IN INTERNET CONNECTIVITY THAT COULD RESULT IN THE TEMPORARY LOSS OF SERVICE AVAILABILITY. PROVIDER IS NOT RESPONSIBLE FOR ANY ISSUES RELATED TO THE PERFORMANCE, OPERATION, OR SECURITY OF THE SERVICES THAT ARISE FROM CLIENT'S CONTENT OR THIRD-PARTY CONTENT, OR SERVICES PROVIDED BY THIRD PARTIES. PROVIDER SHALL HAVE NO OBLIGATION WITH RESPECT TO A WARRANTY CLAIM (i) IF NOTIFIED OF SUCH A CLAIM AFTER THE WARRANTY PERIOD OR (ii) IF THE CLAIM IS THE RESULT OF THIRD-PARTY HARDWARE OR SOFTWARE FAILURES, OR THE ACTIONS OF CLIENT OR A THIRD PARTY.**

**FOR ANY BREACH OF THE SERVICES WARRANTY, CLIENT'S EXCLUSIVE REMEDY AND PROVIDER'S ENTIRE LIABILITY SHALL BE THE CORRECTION OF THE DEFICIENT SERVICES THAT CAUSED THE BREACH OF WARRANTY, OR, IF PROVIDER CANNOT SUBSTANTIALLY CORRECT THE DEFICIENCY IN A COMMERCIALY REASONABLE MANNER, CLIENT MAY END THE DEFICIENT SERVICES AND PROVIDER WILL REFUND TO CLIENT THE FEES FOR THE TERMINATED SERVICES THAT CLIENT PRE-PAID TO PROVIDER FOR THE PERIOD FOLLOWING THE EFFECTIVE DATE OF TERMINATION.**

**TO THE EXTENT NOT PROHIBITED BY LAW, CLIENT ACKNOWLEDGES THESE WARRANTIES ARE EXCLUSIVE AND THERE ARE NO OTHER EXPRESS OR IMPLIED WARRANTIES OR CONDITIONS BY THE PROVIDER OR ANY THIRD-PARTY VENDORS INCLUDING FOR SOFTWARE, HARDWARE, SYSTEMS, NETWORKS OR ENVIRONMENTS, OR FOR MERCHANTABILITY, SATISFACTORY QUALITY, AND FITNESS FOR A PARTICULAR PURPOSE, AND THAT THOSE THIRD-PARTY VENDORS DISCLAIM ANY AND ALL LIABILITY, WHETHER DIRECT, INDIRECT, OR CONSEQUENTIAL, ARISING FROM THE SERVICES.**

**PROVIDER MAY LINK TO OR OFFER THIRD-PARTY SERVICES FOR RESALE. ANY PURCHASE, ENABLING, OR ENGAGEMENT OF THIRD-PARTY SERVICES, INCLUDING BUT NOT LIMITED TO IMPLEMENTATION, CUSTOMIZATION, CONSULTING SERVICES, E-MAIL, WEB HOSTING, SERVER HOSTING, PHONE SERVICE, AND ANY EXCHANGE OF DATA BETWEEN CLIENT AND ANY THIRD-PARTY SERVICE, IS SOLELY BETWEEN CLIENT AND THE APPLICABLE THIRD-PARTY SERVICE PROVIDER AND IS SUBJECT TO**

**THE TERMS AND CONDITIONS OF SUCH THIRD-PARTY PROVIDER. PROVIDER DOES NOT WARRANT THIRD-PARTY SERVICES AND IS NOT RESPONSIBLE OR LIABLE FOR SUCH SERVICES OR ANY LOSSES OR ISSUES THAT RESULT FROM CLIENT'S USE OF SUCH SERVICES. IF CLIENT PURCHASES, ENABLES, OR ENGAGES ANY THIRD-PARTY SERVICE FOR USE IN CONNECTION WITH THE SERVICES, CLIENT ACKNOWLEDGES THAT PROVIDER MAY ALLOW THIRD-PARTY SERVICES PROVIDERS TO ACCESS CLIENT DATA USED IN CONNECTION WITH THE SERVICES AS REQUIRED FOR THE INTEROPERATION OF SUCH THIRD-PARTY SERVICES WITH THE SERVICES. CLIENT REPRESENTS AND WARRANTS THAT CLIENT'S USE OF ANY THIRD-PARTY SERVICE SIGNIFIES CLIENT'S INDEPENDENT CONSENT TO THE ACCESS AND USE OF CLIENT'S DATA BY THE THIRD-PARTY SERVICE PROVIDER, AND THAT SUCH CONSENT, USE, AND ACCESS IS OUTSIDE OF PROVIDERS'S CONTROL. PROVIDER WILL NOT BE RESPONSIBLE OR LIABLE FOR ANY DISCLOSURE, MODIFICATION, OR DELETION OF DATA RESULTING FROM ANY SUCH ACCESS BY THIRD-PARTY SERVICE PROVIDERS.**

### **COMPLIANCE WITH LAWS**

Provider shall comply with all laws applicable to Provider in its role as a Managed IT Provider. For the avoidance of doubt, unless otherwise provided in an Order, Provider is not responsible for complying with the laws applicable to Client or Client's industry. Client shall comply with all laws applicable to Client or in Client's industry.

Although it is under no obligation to do so, from time to time, Provider may make recommendations regarding legal requirements and regulatory compliance protocols related to Client's network and practices. If Client fails to adopt or implement the recommended legal requirements or regulatory compliance protocols, Client is responsible for any and all damages related to legal and regulatory compliance. Even if Client does take Provider's advice regarding legal requirements and regulatory compliance protocols, Provider does not take responsibility for any legal requirements and regulatory compliance protocols or audits.

### **NO HIRING**

Neither party shall solicit, recruit, hire, or otherwise pay any employee or contractor of the other party during the Term of this Agreement and for twelve (12) months following termination of this Agreement.

Each party acknowledges that injury resulting from any breach of this provision would be significant and irreparable and that it would be extremely difficult to ascertain the actual amount of damages resulting from such breach. Therefore, in the event of a violation of this provision, in addition to any other right the non-hiring party may have at law or in equity, the hiring party shall make a one-time payment to the non-hiring party in the amount of one hundred percent (100%) of the affected employee's or contractor's payments from the non-hiring party for the preceding one year, which accurately reflects the reasonable value of the employee's time and costs. The parties agree that such amount is not intended as a penalty and is reasonably calculated based upon the projected costs the injured party would incur to identify, recruit, hire, and train suitable replacements for such personnel.

### **DISPUTE RESOLUTION**

### **Arbitration Procedures**

Each party shall attempt to settle amicably by mutual discussions any disputes, differences, or claims related to this Agreement within sixty (60) days of the date any such dispute arises. Failing such amicable settlement, any such dispute, including claim related to the existence, validity, interpretation, performance, termination, or breach of this Agreement, is to be settled by arbitration in accordance with the Arbitration Rules of the American Arbitration Association (“AAA”). The arbitration will be conducted in English and will have one (1) arbitrator. The Arbitrator will not have the authority to award punitive damages to either party. Each party will bear its own expenses but shall share equally the expenses of the Arbitration Tribunal and the AAA. Any arbitration award will be final, and judgment thereon may be entered in any court of competent jurisdiction. The arbitration will be held in Brighton, Michigan, or at another location upon which the parties may agree. Notwithstanding the foregoing, Provider may make claims for injunctive relief and for Client’s failure to pay for Services in a state or federal court in the United States with jurisdiction over the subject matter and parties.

### **Period for Bringing Claim**

Other than claims brought by Provider for non-payment, no claims may be made more than six (6) months after the date by which the fault or failure should reasonably have been discovered; failure to make such a claim within the six (6) month period shall forever bar the claim.

### **Continued Service**

Unless Provider is bringing an action for Client’s failure to make payments for Services not otherwise in dispute, Provider will continue to provide Services under this Agreement, and Client shall continue to make payments to us, in accordance with this Agreement, during the period in which the parties seek resolution of the dispute.

### **Attorneys’ Fees**

In the event that there is any dispute, difference, or claim related to this Agreement that is resolved either through arbitration or through litigation, the prevailing party will be entitled to an award of reasonable attorneys’ fees incurred while defending or prosecuting such dispute, difference, or claim.

## **INDEMNIFICATION**

### **By Client**

Client shall defend, indemnify, and hold Provider harmless against all costs and expenses, including reasonable attorney’s fees, associated with the defense or settlement of any claim that:

- Provider’s use, access, or modifications of any software that Client has requested that Provider use, access, or modify as part of the Services infringes any patent, copyright, trademark, trade secret, or other intellectual property right;
- Any claim related to software licensing and software licensing compliance; or
- Any claim related to any federal, state, or international law or regulation involving data privacy, data protection, or data breach to which Client is subject.

Client shall pay any judgments or settlements based on any such claims.

### **By Provider**

Subject to the limitation of liability set forth in the section titled LIMITATION OF LIABILITY, Provider agrees to indemnify and hold Client harmless from and against all loss, liability, and expense including reasonable attorney's fees caused by Provider's:

- negligent act, error, omission, or misrepresentation;
- breach of any contractual term implied by law;
- other act, error, or omission giving rise to civil liability arising out of business activities performed for Client.

Provider shall pay any judgments or settlements based on any such claims.

### **LIMITATION OF LIABILITY**

**EXCEPT AS MAY BE DESCRIBED IN AN APPLICABLE SCHEDULE OF SERVICES OR IN A SERVICE AGREEMENT FOR PROJECT SERVICES, PROVIDER'S LIABILITY UNDER THIS AGREEMENT IS LIMITED TO ANY ACTUAL, DIRECT DAMAGES INCURRED BY CLIENT AND WILL NOT EXCEED THE GREATER OF (1) THE PROCEEDS OF PROVIDER'S PROFESSIONAL LIABILITY INSURANCE MAINTAINED BY PROVIDER UNDER ITS APPLICABLE INSURANCE POLICIES, OR (2) THE AMOUNTS PAID BY CLIENT TO PROVIDER UNDER THIS AGREEMENT AND ALL SERVICE DESCRIPTIONS IN THE SCHEDULE OF SERVICES DURING THE SIX (6) MONTH PERIOD IMMEDIATELY PRECEDING THE ACCRUAL OF ANY SUCH CLAIM. IN THE EVENT OF AN INSURANCE COVERAGE DISPUTE, PROVIDER IS NOT REQUIRED TO DISPUTE THE COVERAGE DETERMINATION AND IS NOT REQUIRED TO FILE A DECLARATORY JUDGMENT ACTION.**

**IN NO EVENT IS EITHER PARTY TO BE HELD LIABLE TO THE OTHER PARTY FOR ANY INCIDENTAL, CONSEQUENTIAL, SPECIAL, INDIRECT, OR PUNITIVE DAMAGES OR CLAIMS, INCLUDING BUT NOT LIMITED TO LOST PROFITS, LOST SAVINGS, LOST PRODUCTIVITY, LOSS OF DATA, LOSS FROM INTERRUPTION OF BUSINESS, LOSS OF PROGRAMS OR INFORMATION, AND THE LIKE THAT RESULT FROM THE USE OR INABILITY TO USE THE SERVICES OR FROM MISTAKES, THE SERVICES NOT MEETING CLIENT'S REQUIREMENTS OR EXPECTATIONS, OMISSIONS, TRANSLATIONS AND SYSTEM WORDINGS, FUNCTIONALITY OF FILTERS, MIGRATION ISSUES, INTERRUPTIONS, DELETION OF FILES OR DIRECTORIES, HARDWARE FAILURES, UNAVAILABILITY OF BACKUPS, ERRORS, DEFECTS, DELAYS IN OPERATION, TRANSMISSION, SECURITY BREACH, OR THIRD-PARTY SERVICE FAILURES, EVEN IF PREVIOUSLY ADVISED OF THEIR POSSIBILITY AND REGARDLESS OF WHETHER THE FORM OF ACTION IS IN CONTRACT, TORT, OR OTHERWISE. PROVIDER WILL NOT BE LIABLE FOR ANY KIND OF AUTHORIZED ACCESS OR ANY HARM THAT MAY BE CAUSED BY CLIENT'S ACCESS TO THIRD-PARTY APPLICATION PROGRAMMING INTERFACES OR THE EXECUTION OR TRANSMISSION OF MALICIOUS CODE OR SIMILAR OCCURRENCES, INCLUDING WITHOUT LIMITATION, DISABLING DEVICES, DROP DEAD DEVICES, TIME BOMBS, LOGIC BOMBS, TRAP DOORS, TROJAN HORSES, WORMS, VIRUSES, HACKERS, PHISHERS, CRYPTO-LOCKERS, RANSOMWARE, AND SIMILAR MECHANISMS. CLIENT AGREES THAT THE TOTAL LIABILITY OF PROVIDER AND CLIENT'S SOLE REMEDY FOR ANY CLAIMS FOR DAMAGES REGARDING THE SERVICES UNDER THIS AGREEMENT, INCLUDING ANY SCHEDULE, OR OTHERWISE IS LIMITED TO PROCEEDS OF APPLICABLE INSURANCE COVERAGE.**

**CLIENT ACKNOWLEDGES AND AGREES THAT PROVIDER WOULD NOT ENTER INTO**

**THIS AGREEMENT FOR THE CONSIDERATION GIVEN BY CLIENT BUT FOR THE LIMITATIONS OF LIABILITY AND DAMAGES CONTAINED IN THIS AGREEMENT. CLIENT ACKNOWLEDGES AND AGREES THAT THE RIGHT TO RECEIVE THE SERVICES IN EXCHANGE FOR THE LIMITATIONS IN THIS AGREEMENT AND THE OTHER CONSIDERATION GIVEN BY CLIENT FOR THE SERVICES CONSTITUTES A BARGAIN THAT IS FAIR AND REASONABLE.**

**THE PARTIES ACKNOWLEDGE AND REPRESENT THAT THEY HAVE READ, ARE FAMILIAR WITH, AND UNDERSTAND THE RIGHTS PROVIDED BY CALIFORNIA CIVIL CODE SECTION 1542, AND SHALL BE DEEMED TO HAVE EXPRESSLY WAIVED ANY AND ALL PROVISIONS, RIGHTS, AND BENEFITS CONFERRED BY CALIFORNIA CIVIL CODE SECTION 1542 AND ANY STATUTE, RULE, AND LEGAL DOCTRINE SIMILAR, COMPARABLE, OR EQUIVALENT TO CALIFORNIA CIVIL CODE § 1542, WHICH READS AS FOLLOWS:**

**“A GENERAL RELEASE DOES NOT EXTEND TO CLAIMS THAT THE CREDITOR OR RELEASING PARTY DOES NOT KNOW OR SUSPECT TO EXIST IN HIS OR HER FAVOR AT THE TIME OF EXECUTING THE RELEASE AND THAT, IF KNOWN BY HIM OR HER, WOULD HAVE MATERIALLY AFFECTED HIS OR HER SETTLEMENT WITH THE DEBTOR OR RELEASED PARTY.”**

## **INSURANCE**

### **Client Obligations**

Client shall maintain a minimum of One Million Dollars (US \$1,000,000) in insurance coverage through its respective carriers. Such insurance must include, at a minimum, commercial general liability, workers' compensation coverage, and first-party cyber liability.

### **Provider Obligations**

Provider agrees to maintain during the Term, professional liability insurance including errors and omissions with aggregate limits of at least One Million Dollars (US \$1,000,000). Client's insurance shall be primary over Provider's insurance. Client agrees to waive and to require its insurers to waive any rights of subrogation or recovery they may have against Provider, its agents, officers, directors, and employees.

Upon request by Client, Provider may assist Client with: 1) the preparation of applications for insurance; or 2) provide technical assistance to Client in connection with providing information for the underwriting of insurance. Client acknowledges and agrees that Client is solely responsible for reviewing the information for accuracy and Client will be solely responsible for adverse actions taken by insurance carriers in connection with underwriting or claims administration.

## **DATA PRIVACY & PROTECTION**

### **Client Data**

Provider agrees that any electronic data or personal information submitted by Client to Provider as a part of the Service ("Client Data") remains the property of Client and/or its end-user or other third party. Provider agrees that it will comply with all applicable United States data privacy and data security laws that the Services are subject to and as stated herein.

### **Compliance with Privacy and Data Security Laws**

Client agrees not to provide any consumer or other third-party data subject to privacy regulation under international, federal, state, or local laws (“Regulated Data”) to Provider including but not limited to HIPAA, GLBA, CMMC, GDPR, the California Consumer Privacy Act (“CCPA”), etc. without first entering into an appropriate Order with Provider that specifically references the Regulated Data and the law to which the Client Data is subject.

### **Data Processing Agreement**

For Clients who require the processing of Regulated Data, Client must enter into an applicable Order with Provider, together with a data processing agreement (the “Data Processing Agreement” or “DPA”). Each data privacy or data protection regulation may contain its own separate addendum (or combined addendum) depending on Provider or Client’s regulated activities.

## **GENERAL**

### **Observed Holidays**

Provider reserves the right to identify observed holidays and adjust its holiday schedules from time to time. When a holiday falls on a weekend, Provider may close on the closest business day in observance of that holiday. After-hours emergency support is still available during these times, and Client will be charged for Services at Provider’s then-prevailing Holiday support rates.

### **Notices**

Except as otherwise provided under this Agreement, all notices, demands or requests to be given by any party to the other party shall be in writing and shall be deemed to have been duly given on the date delivered in person, or sent via fax, courier service, electronic mail, or on the date of the third business day after deposit, postage prepaid, in the United States Mail via Certified Mail, return receipt requested, and addressed as set forth on the applicable Order.

The address to which such notices, demands, requests, elections or other communications are to be given by either party may be changed by written notice given by such party to the other party pursuant to this Section.

### **Force Majeure**

Provider will not be liable for any failure of performance of the Services due to causes beyond its reasonable control, including, but not limited to, fire, flood, electric power interruptions, national or regional emergencies, epidemics, pandemics, public health emergencies, stay-at-home orders, furloughs, quarantines, or other restriction or prohibition, civil disorder, acts of terrorism, riots, strikes, Acts of God, or any law, regulation, directive, or order of the United States government, or any other governmental agency, including state and local governments having jurisdiction over Provider or the Services provided hereunder (the “Affected Performance”).

Any party whose performance is so affected shall give written notice to the other party describing the Affected Performance. The parties promptly shall confer, in good faith, to agree upon equitable, reasonable action to minimize the impact on both parties of such condition. If the delay caused by the force majeure event lasts for a period of more than thirty (30) days, the parties shall attempt to negotiate an equitable modification to the Agreement pertaining to the Affected Performance. If the parties are unable to agree upon an equitable modification, then either party may serve thirty (30) days’ written notice of termination on the other party with respect only to the portion of the Agreement relating to the Affected Performance. Client shall

pay Provider for that portion of the Affected Performance that was completed or that was in the process of being completed through the effective termination date of the Affected Performance.

### **Waiver**

No delay in exercising, no course of dealing with respect to, and no partial exercise of, any right or remedy hereunder will constitute a waiver of any right or remedy, or future exercise thereof.

### **Assignment**

Neither party may assign this Agreement, in whole or in part, or any of its rights or obligations hereunder without the prior written consent of the other party. However, Provider may assign or otherwise transfer its rights, interests, and obligations under this Agreement without Client's consent in the event of a change in control of 50% or more of the equity of Provider, the sale of substantially all the assets of Provider, or the restructuring or reorganization of Provider or its affiliate entities. If Client transfers its rights, interests, and obligations under this Agreement without Provider consent, then such assignment will not be valid, and Client shall remain responsible for all Fees under this Agreement and any Attachment regardless of whether Client continues to derive any benefit from the Services. In addition, unless otherwise agreed, Provider may contract with third parties to deliver some or all of the Services, and no such third-party contract is to be interpreted as an assignment of this Agreement. However, Provider will use commercially reasonable efforts to ensure that any and all such third parties abide by all of the terms of this Agreement, and, except as otherwise agreed, Provider will remain solely responsible for the fulfillment of all of Provider's obligations under this Agreement. This Agreement is binding upon the parties, their successors, and permitted assigns.

### **Marketing**

Client hereby grants Provider the right to reference Client's name, industry, logo, and URLs in its marketing literature, website, and/or correspondence to potential new Clients, so as to identify Client as a customer of Provider for marketing purposes and for Provider's benefit. Such information is not considered Confidential Information subject to non-disclosure.

### **Notifications and Alerts**

Client hereby grants Provider the right to utilize Client information to send alerts, notifications, news, and general correspondence to Client to provide the Services.

### **Survival**

The parties' respective duties and obligations with respect to proprietary rights, intellectual property rights, and non-disclosure and confidentiality will survive and remain in effect, notwithstanding the termination or expiration of this Agreement.

### **Amendment**

Provider may, from time to time, in its sole discretion, and for any reason, amend the Order, the Master Services Agreement and any Service Attachments, Schedules, or other terms and conditions identified on the Order.

### **Governing Law**

This MSA is to be governed by and construed in accordance with the laws of Michigan.

### **Litigation Holds, Testimony, and E-Discovery**

If Client sends a clear, unambiguous litigation hold or a request for assistance with litigation matters or e-discovery, Provider will make reasonable efforts to comply with the request. There may be additional fees for assistance with litigation holds, testimony, and e-discovery requests,

as none are included in the scope of Services. Provider takes no responsibility for ambiguous requests, or for compliance with litigation holds, litigation assistance, discovery requests, or court orders, which remain the sole responsibility of Client.

### **Severability**

If any term or provision of this agreement is declared invalid by a court of competent jurisdiction, the remaining terms and provisions will remain unimpaired, and the invalid terms or provisions are to be replaced by such valid terms and provisions that most nearly fulfill the parties' intention underlying the invalid term or provision.

### **Third-Party Beneficiaries**

This Agreement is for the sole benefit of the parties hereto and their respective successors and permitted assigns, and nothing herein is to be construed to give any person or entity, other than the parties hereto and their respective successors and permitted assigns, any legal or equitable rights hereunder.

### **No Disparagement**

Neither Party, nor any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, shall initiate or participate in any action or conduct tending to injure, bring into disrepute, ridicule, damage, or destroy the goodwill of Provider or Client, or the others' affiliates. The foregoing shall not be construed to prevent or prohibit a Provider or Client, or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives, from: (i) exercising its rights under this Agreement; (ii) complying with a legal obligation or a professional responsibility; or, (iii) reporting, providing, or disclosing information to federal, state, municipal, or local government agencies, authorities, or officials in the ordinary course of business or as required by law. Further, in the event Provider or Client or any of its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, or representatives breach this Section, the non-breaching party and its respective partners, principals, shareholders, members, officers, directors, employees, affiliates, subsidiaries, agents, and representatives shall no longer be bound by the obligations set forth under this Section.

### **Entire Agreement**

This Master Services Agreement, the Order, the Service Attachments or Descriptions, and any other attachments thereto (collectively, the "Agreement") set forth Provider's entire understanding with respect to the subject matter hereof and are binding upon both parties, their successors, and their permitted assigns, in accordance with the terms of the Agreement. There are no understandings, representations, or agreements other than those set forth herein. The terms hereof supersede any previously executed agreements between the parties that are inconsistent with the terms hereof. Each party, along with its respective legal counsel, has had the opportunity to review this agreement. Accordingly, in the event of any ambiguity, such ambiguity will not be construed in favor of, or against either party.



**To: Board Members**  
**From: Stephen Gebes, IT Director**  
**Date: April 2, 2026**  
**Re: AT&T Copper Replacement Agreement Execution**

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In recent years, Township Staff have been working to reduce the number of copper-based analog telephone (POTS) lines that are being utilized at all facilities. At this point, Township Hall, Police Department, Service Center, and all three Fire Stations have AT&T fiber-based services that have deprecated most of the copper-based uses. Moreover, the existing fiber services can be supplemented with special hardware that allows the remaining copper Plain Old Telephone Services to be converted to fiber delivery for most devices that still rely on POTS.

This contract will convert existing essential alarm system & facsimile analog services from a copper-based delivery to a fiber-based delivery without modification to existing delivery points.

The agreement has zero cost installation fees and comparable monthly charges to the existing copper service lines.

As such, the following motion is presented for the Board's consideration:

**MOVE TO EXECUTE THE BUSINESS VOICE AGREEMENT WITH AT&T, PROVIDING THE TOWNSHIP WITH NEW FIBER-BASED ANALOG SERVICES THROUGH MARCH 31, 2029.**

**Attachments:**

1. AT&T Business Voice Agreement
2. Business Voice Terms of Use
3. AT&T Scope of Work & Pricing Document



**AT&T PRICING SCHEDULE**

<b>Customer</b>	<b>AT&amp;T</b>
Meridian Township Street Address: 5151 Marsh Road City: Okemos State/Province: MI Zip Code: 48864 Country: US	AT&T Enterprises, LLC
<b>Customer Contact (for Notices)</b>	<b>AT&amp;T Contact (for Notices)</b>
Name: Stephen Gebes Title: IT Director Street Address: 5151 Marsh Road City: Okemos State/Province: MI Zip Code: 48864 Country: US Telephone: 517-853-4222 Email: gebes@meridian.mi.us	Name: Peter Rabadi ATTUID: pr958b Street Address: 95 W Algonquin Rd. City: Arlington Height State/Province: IL Zip Code: 60005 Country: US Telephone: 224-200-6601 Email: pr958b@att.com Sales/Branch Manager: Rick Lockwood SCVP Name: Greg Fike Sales Strata: PS Sales Region: Central <b>With a copy (for Notices) to:</b> AT&T 208 S. Akard Street Dallas, TX 75202 ATTN: Master Agreement Support Team Email: mast@att.com
<b>AT&amp;T Solution Provider or Representative Information (if applicable)</b> <input type="checkbox"/>	
Name: _____ Company Name: _____ Agent Street Address: _____ City: _____ State: _____ Zip Code: _____ Country: _____ Telephone: _____ Fax: _____ Email: _____ Agent Code _____	

This Pricing Schedule is part of the Agreement between AT&T and Customer referenced above.

<b>Customer</b> (by its authorized representative)	<b>AT&amp;T</b> (by its authorized representative)
By:	By:
Name:	Name:
Title:	Title:
Date:	Date:

Please sign by April 30, 2026.

For AT&T Administrative Use Only: 5478692  
 ABV Master Contract ID: ABVVONN0GX  
 PS Contract ID: ABVVONN0GX

**AT&T PRICING SCHEDULE**

**1. SERVICES**

Service	Service Publication Location
AT&T Business Voice	<a href="http://serviceguidenew.att.com/sg_flashPlayerPage/ABV">http://serviceguidenew.att.com/sg_flashPlayerPage/ABV</a> <a href="https://www.business.att.com/content/dam/attbusiness/collateral/business-voice-terms-of-use-tou.pdf">https://www.business.att.com/content/dam/attbusiness/collateral/business-voice-terms-of-use-tou.pdf</a>

**2. PRICING SCHEDULE TERM AND EFFECTIVE DATES**

<b>Pricing Schedule Term</b>	36 months
<b>Pricing Schedule Term Start Date</b>	Effective Date of this Pricing Schedule
<b>Effective Date of Rates</b>	Effective Date of this Pricing Schedule

**3. MINIMUM PAYMENT PERIOD**

Service Components	Percent of Service Fees Due Upon Termination Prior to Completion of Minimum Payment Period	Minimum Payment Period per Service Component*
All Service Components	50%	Longer of 12 months or until the end of the Pricing Schedule Term

**4. MARC**

Not applicable.

**5. ADDITIONAL TERMS**

**5.1. Emergency Calling/E911 Information**

Customer acknowledges that emergency calling (e.g., E911) may not function in the same way as traditional voice service when using AT&T Business Voice. Examples include if a user device is relocated, 911 is dialed from a location other than the location at which the device was registered for E911 purposes, an underlying broadband connection is terminated, disrupted, or impaired, electrical or battery power is lost, the registration for a device's location is not timely updated, or a telephone number not assigned by AT&T is used.

**5.2. Power/Battery Disclosure**

The Service does not provide line power. In the event of a power outage, the Service Device has a built-in, rechargeable battery backup that provides up to 24 hours of power on standby. Customer acknowledges that additional information relating to power and battery backup is included in the Terms of Use identified in the Service Publication.

**5.3 Authorization to Port Telephone Numbers**

Customer authorizes AT&T to take the steps necessary (including obtaining Customer service records from other providers) to transfer or port telephone numbers and to change Customer's voice provider consistent with Customer's order and instructions for the AT&T Service.

**6. PRICING**

**6.1 AT&T Business Voice Rates**

MRC = Monthly Recurring Charges, NRC = Non-Recurring Charges

Service Component	Charge Type	Undiscounted Rate	Discount	Discounted Rate
North America Calling Plan	MRC	\$50.00	50.00%	\$25.00
International Calling Plan	MRC	\$55.00	36.40%	\$35.00
Utility Line Plan	MRC	\$100.00	75.00%	\$25.00
Primary Wireless Access	MRC	\$50.00	80.00%	\$10.00
Backup Wireless Access	MRC	\$20.00	75.00%	\$5.00
Additional Local Telephone Numbers	MRC	\$6.00	0.00%	\$6.00
Business Attendant	MRC	\$6.00	0.00%	\$6.00
Portal Concierge Service	MRC	\$3.00	0.00%	\$3.00
On-site professional Installation per Device, per visit	NRC	\$150.00	100.00%	\$0.00

FOR AT&T ADMINISTRATIVE USE ONLY	
AT&T Business Voice	223480 20-Sep-24

## TERMS OF USE

These Terms of Use apply to AT&T Phone for Business Advanced (APB-A) and AT&T Business Voice (ABV), as applicable (Service). As used in the Terms of Use, Customer is the entity that has entered into an agreement ("Customer Agreement") with AT&T to purchase the Service. A User is anyone who uses or accesses the Service provided to Customer.

Use of the Service by Customer and Users is subject to the Customer Agreement, including the Service Guide, which is published at <http://serviceguidenew.att.com/>, or at such other web locations as AT&T designates. Capitalized terms used in these Terms of Use have the meaning as defined in the applicable Service Guide. Except where the Customer Agreement states otherwise, the disclaimers, limitation of liability, and limitations or exclusions of damages included in the Customer Agreement apply to limit AT&T's liability to any User or third-party. AT&T may suspend or terminate availability of the Service to a User for noncompliance with the Terms of Use.

USE OF THE SERVICE BY A USER IS THE USER'S ACKNOWLEDGMENT AND AGREEMENT TO THE TERMS OF USE.

1. **IMPORTANT 911 DISCLOSURES:** Use of the Service is subject to important disclosures relating to the availability (or non-availability) of 911 emergency calling.

a. **911 Calling Limitations:** Emergency calling (911) may not always be available to Users of the Service. Examples include if: a User's equipment is relocated; 911 is dialed from a location other than the Registered Location; a Registered Location is not updated in a timely manner; an underlying broadband or WAN connection, or data service is terminated, disrupted or impaired; electrical or battery power is lost to a Device or data connection used to access the Service; or Customer or User use originates from outside the United States. As used in the Terms of Use, a Registered Location is the street address, floor location, city, or similar geographic location information that the User (or the Customer on behalf of the User) supplies to AT&T as the location where Service is used by a User. The Registered Location is used by 911 public safety agencies to identify the location of a User for emergency purposes.

b. **Change of Location:** If a User wishes to change or move the location of existing Service at a Site, the User must contact AT&T and coordinate the change in location through AT&T.

c. **Registered Location:** The User is solely responsible for updating the Registered Location and maintaining an accurate Registered Location for use with a public safety answering point when 911 is dialed. If User moves the Device to a location other than the location identified during installation, User must contact AT&T immediately to update the Registered Location information. Failure to contact AT&T and update the Registered Location information may result in inaccurate location information being provided to a public safety answering point when 911 is dialed.

2. **Lack of Line Power:** The Service does not provide line power. However, in the event of a power outage, the Service Device has a built-in, rechargeable battery backup that provides up to 24 hours of power on standby.

a. **Backup Power**

i. **Capability to Accept Backup Power.** If there is an electrical power outage that affects the electricity to your business location, the Device will continue to function by using its built-in backup battery.

ii. **Service Limitations with and without Backup Power.** The backup battery will power the Service, but it will not power other Customer-owned equipment like medical and security-monitoring systems. To maximize battery life during a power outage, Customers should minimize usage of the Service.

b. **Expected Backup Power Duration:** The internal backup battery will power the Service for 24 hours on standby.

c. **Proper Usage and Storage Conditions, Including the Impact on Duration of Failing to Adhere to Proper Usage and Storage.** Since the backup battery is integrated into the Device, it should be maintained under the same conditions as the device. The Device should be used inside the business location, keeping the internal temperature between 32 °F and 113 °F (0 °C and 45 °C). Storing the device at higher or lower temperatures could adversely impact the duration of backup power available from the battery.

d. **Subscriber Backup Power Self-Testing and -Monitoring Instructions.** The built-in backup battery is part of the Device. No testing is necessary on the battery as long as the Service is active.

e. **Device Service Assurance Details.**

i. **Standard/As-a-Service.** The Device includes a 24-hour battery backup at no additional cost. Service includes the AT&T-owned and managed Devices installed at the Customer's premises. Should the Device or battery become inoperable, AT&T will replace the Device for as long as the Customer retains the Service.

ii. **Purchased Equipment – No Battery Replacement Option.** If Customer selects the Purchased Equipment Option and the backup battery component of the device fails, no separate battery replacement option is available. Customer is required to purchase a new device to replace an existing device to restore battery backup capability. Under the Purchased Equipment Option, the Device has a one-year replacement warranty (subject to applicable warranty terms and conditions).

f. **Security Responsibilities and Other Steps You May Take to Ensure Safe Use of the Service.** In the event of a power outage, the Device has a built-in battery backup that can provide power for 24 hours. However, if the Device does not have electrical or battery power, the Service will not work, including emergency 911 service. The Device should remain plugged into an electrical power source for the service to continue working and to ensure that the battery remains fully charged.

3. **RESTRICTIONS AND LIMITATIONS ON USE:** Important restrictions and limitations apply to use of the Service.

a. The Service is designed for individual business-related use only. Customer and Users may not use the Service:

i. in excess of expected of normal business use, which will be determined by AT&T at its reasonable discretion;

ii. in a way that interferes with, disrupts, prevents or restricts other AT&T customers' or Users use of the Service or another AT&T service;

iii. in a way that interferes with or disrupts networks or systems used by AT&T for the Service or another AT&T service; or

iv. to bypass, exploit, or otherwise avoid compliance with the Customer Agreement or applicable law.

b. In connection with use of the Service, Customer and Users may not:

i. defeat, disable, or circumvent any security mechanism (or attempt to do so) associated with the Service;

ii. intercept, capture, monitor, modify, emulate, decrypt, or redirect any communication or data transmitted by the Service, including without limitation by causing any AT&T service to connect to any computer server or other device not authorized by AT&T or in any manner not authorized in advance in writing by AT&T;

iii. permit or authorize a third party not authorized by AT&T to use or execute any software commands that facilitate the maintenance or repair of any software or hardware that is part of the Service;

iv. gain access to, use, or attempt to gain access or use any device, system, network, account, or plan related to the Service in an unauthorized manner;

v. autodial, send automated queries to any website, or send any unsolicited commercial email or facsimiles, or use the Service to violate regulations intended to prevent unsolicited calls, messages (e.g., in violation of the Telephone Consumer Protection Act of 1991);

vi. engage in or allow forwarding or trunking of Customer or its User telephone numbers to another telephone number or system for the purpose of multiple simultaneous calls, for call center activities, or similar activities that forward telephone numbers to a private branch exchange or a key system;

vii. engage in or allow traffic pumping or access stimulation; or

viii. without written permission from AT&T, resell, rent, lend, lease, distribute the Service.

4. **SERVICE SPECIFIC PROVISIONS:**

a. **Acceptable Use Policy.** The Service and use of the Service is subject to the AT&T Acceptable Use Policy, which is published at <https://www.att.com/legal/terms/aup.html> or at such other web locations as AT&T designates.

b. **Availability.** Voice calling using the Service is not available in all areas and is subject to transmission, terrain, system, capacity and other limitations. If the Service is used to place a call from a location outside the United States to a telephone number in the United States, that call may be blocked or be subject to international data roaming usage charges under the User's applicable wireless service plan.

c. **Use of Information.** AT&T and its suppliers may collect information from Users to establish accounts or subscriptions in the systems used to provide the Service. Information collected includes name, address, registered location of Devices used with the Service, email and phone number. AT&T and its suppliers may also collect service-related information for the purpose of resolving service issues. Customer and Users agree that AT&T and its suppliers may access, store, and use information collected as part of providing the Service.

5. **TERMINATION:** Any license granted under the Terms of Use terminates upon the expiration or termination of the Customer Agreement with AT&T or the expiration or

termination of any Pricing Schedule for the Service. If User fails to comply with the Terms of Use, AT&T may upon notice to Customer or User suspend or terminate access to the Service. Upon the termination by AT&T, Users will cease use of the Service.

**6. DISCLAIMER OF AND LIMITATION OF DAMAGES.** The following paragraph limits AT&T's liability to Users.

EXCEPT TO THE EXTENT PROHIBITED BY LAW, UNDER NO CIRCUMSTANCES WILL AT&T, ITS SUPPLIERS OR LICENSORS, OR ANY OF THEIR OFFICERS, DIRECTORS, EMPLOYEES AND AGENTS, BE LIABLE TO ANY USER OR ANY OTHER THIRD PARTY FOR ACCIDENTS, PROPERTY DAMAGE, PERSONAL INJURY, DEATH, OR FOR ANY INDIRECT, INCIDENTAL, CONSEQUENTIAL, PUNITIVE, SPECIAL OR EXEMPLARY DAMAGES ARISING OUT OF OR IN CONNECTION WITH THE SERVICE OR ANY EQUIPMENT, WHETHER OR NOT THE DAMAGES WERE FORESEEABLE AND WHETHER OR NOT SUCH PARTY WAS ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. WITHOUT LIMITING THE PRECEDING SENTENCE, AT&T'S AGGREGATE LIABILITY TO AN USER FOR ANY CLAIM (WHETHER UNDER CONTRACT, TORT, STATUTE OR OTHERWISE)

WILL NOT EXCEED FIFTY DOLLARS (\$50.00). THE LIMITATIONS STATED IN THIS PARAGRAPH APPLY EVEN IF THE MONETARY REMEDY STATED IN THE PRECEDING SENTENCE FAILS OF ITS ESSENTIAL PURPOSE. THIS SECTION SHALL SURVIVE TERMINATION OF THE SERVICE OR ANY LICENSE GRANTED AS PART OF THE SERVICE.

**7. ADDITIONAL TERMS**

- a. **Modification.** AT&T may modify or amend the Terms of Use by posting a copy of the modified Terms of Use on its website or in the applicable Service Guide. Use of the Service following the posting of modified or amended Terms of Use is deemed Customer's and Users' agreement to the modification or amendment.
- b. **Survival.** Any provision of the Terms of Use, which by its express language or by context is intended to survive the termination of the Customer Agreement or the Terms of Use, will survive such termination and continue to apply as stated.
- c. **Third Party Beneficiaries.** Except as explicitly provided in the Terms of Use or in the Customer Agreement, nothing contained in the Terms of Use is intended to confer upon any person any rights, benefits or remedies of any kind or character.

**AT&T Business Account Executive**

Peter Rabadi  
 Phone: 224.200.6601  
 Email: pr958b@att.com

Date:	Expires:
3/13/2026	4/12/2026

Township of Meridian Summary View	Monthly Cost	One-Time	QTY	Term	Total
AT&T Business Voice	\$ 25.00	\$ -	16	36	\$ 400.00
Failover SIM IOT	\$ 10.00	\$ -	15	36	\$ 150.00
<b>Service Center 2100 Garlord C Smith ct. 48864</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>Fire Station 92 2140 Haslett Rd. 48840</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>Fire Station 93 3711 Okemos Rd. 48864</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>Fire Station 91 5000 Okemos Rd. 48864</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
AT&T Business Voice (Fax Line)	\$ 25.00	\$ -	1	36	\$ 25.00
AT&T Business Voice (Voice Line)	\$ 25.00	\$ -	1	36	\$ 25.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>Municipal Building 5151 Marsh Rd 48864</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>Police Station 5147 Marsh Rd 48864</b>	<b>Monthly Cost</b>	<b>One-Time</b>	<b>QTY</b>	<b>Term</b>	<b>Total</b>
AT&T Business Voice (Fire Utility Line)	\$ 25.00	\$ -	2	36	\$ 50.00
AT&T Business Voice (Fax Line)	\$ 25.00	\$ -	1	36	\$ 25.00
AT&T Business Voice (Vestibule Voice Line)	\$ 25.00	\$ -	1	36	\$ 25.00
Failover SIM IOT	\$ 10.00	\$ -	1	36	\$ 10.00
<b>One-Time</b>					<b>\$0.00</b>
<b>Monthly Recurring Cost (Summary View Rate)</b>					<b>\$550.00</b>

Use Case	WTN	BTN	SVC_ADDR
Fire Alarm Service Center	New #		2100 GAYLORD C SMITH CT
Fire Alarm Service Center	5173479705	5173479705219	2100 GAYLORD C SMITH CT
Fire Alarm Fire Station 92	New #		2140 HASLETT RD
Fire Alarm Fire Station 92	5173392491	5173476021564	2140 HASLETT RD
Fire Alarm Fire Station 93	New #		3711 OKEMOS RD
Fire Alarm Fire Station 93	5173818117	5173476021564	3711 OKEMOS RD
Emergency Voice	5173476021	5173476021564	5000 OKEMOS RD
Fire Alarm Fire Station 91	5173476095	5173476021564	5000 OKEMOS RD
Fax	New Number		5000 OKEMOS RD
Fire Alarm Fire Station 91	5173818120	5173476021564	5000 OKEMOS RD
Fire Alarm Municipal Building	New #		5151 MARSH RD
Fire Alarm Municipal Building	5173479706	5173474285924	5151 MARSH RD
Fax Police Station	5173474285	5173474285924	5147 MARSH RD
Vestibule Phone Line Police Station	5173476826	5173476826173	5147 MARSH RD
Fire Alarm Police	New Number		5147 MARSH RD
Fire Alarm Police	New Number		5147 MARSH RD



**To: Township Board**  
**From: Scott Hendrickosn, Township Supervisor**  
**Date: April 3, 2026**  
**Re: Resolution Opposing the SAVE America Act and Michigan House Bill 4765**

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A resolution opposing the federal SAVE Act and the related Michigan House Bill 4765 is attached for the Board's consideration. The proposed restrictions under these laws will serve to disenfranchise voters with excessive and unnecessary requirements. Michigan election law currently has adequate safeguards in place to address attempts at fraudulent voting activity.

The following motion is proposed should the Board wish to approve the resolution:

**MOTION TO APPROVE THE RESOLUTION OPPOSING THE FEDERAL SAVE AMERICA ACT AND MICHIGAN HOUSE BILL 4765**

**Attachment:**

1. Resolution

**MERIDIAN CHARTER TOWNSHIP**

**RESOLUTION OPPOSING THE FEDERAL SAVE ACT AND MICHIGAN HOUSE BILL 4765**

At a meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held on the 7<sup>th</sup> day of April 2026, at 6:00 p.m. local time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

**WHEREAS**, the right to vote is a fundamental constitutional right and a cornerstone of representative democracy; and

**WHEREAS**, the federal “Safeguard American Voter Eligibility (SAVE America) Act” and the Michigan version, House Bill 4765, would impose new proof-of-citizenship requirements for voter registration and/or participation in federal, state, and local elections; and

**WHEREAS**, Michigan election law already requires voters to present identification at the polls or, if they lack identification, to sign an affidavit under penalty of perjury affirming their identity, and existing processes already ensure that only eligible citizens may register and vote in Michigan; and

**WHEREAS**, the proposed documentary requirements in the SAVE Act and HB 4765 function as a de facto poll tax, as many eligible voters would be forced to obtain additional documents—such as certified birth certificates or passports—often at personal cost and with administrative barriers; and

**WHEREAS**, these barriers would disproportionately disenfranchise voters, including women whose names may have changed due to marriage or divorce, individuals born outside hospitals or lacking ready access to original documents, seniors, low-income residents, and others facing documentation challenges; and

**WHEREAS**, there is no demonstrated evidence of widespread non-citizen voting in Michigan, and imposing new burdens on eligible voters would not enhance election security but instead reduce access and participation; and

**WHEREAS**, Meridian Township is committed to ensuring free, fair, and accessible elections for all qualified voters and opposes measures that needlessly restrict voting rights or impose burdens inconsistent with Michigan’s existing secure and effective election systems.

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN**, that the Meridian Township Board opposes the federal SAVE Act and Michigan House Bill 4765, as these measures create unnecessary barriers to voting, impose financial and administrative burdens on eligible voters, and risk disenfranchising citizens—particularly women and other disproportionately affected groups.

**BE IT FURTHER RESOLVED**, that this resolution shall be transmitted to the following elected officials:

- Governor Gretchen Whitmer
- State Senator Sam Singh
- State Representative Julie Brixie
- State Representative Penelope Tsernoglou
- U.S. Senator Gary Peters
- U.S. Representative Elissa Slotkin
- U.S. Representative Tom Barrett

ADOPTED: YEAS: \_\_\_\_\_

NAYS: \_\_\_\_\_

STATE OF MICHIGAN)

) ss

COUNTY OF INGHAM

)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 7<sup>th</sup> day of April 2026.

\_\_\_\_\_  
Angela Demas  
Meridian Township Clerk



**To: Township Board**

**From: Dan Opsommer, Deputy Township Manager  
Director of Public Works & Engineering**

**Date: March 26, 2026**

**Re: Memorandum of Understanding Between Meridian Township and the Ingham  
County Drain Commissioner's Office**

---

The Ingham County Drain Commissioner's Office (ICDC) has some spot repairs they need to make to storm sewers within the project limits of the Township's 2026 Local Road Program.

To help keep the 2026 Local Road Program on schedule, the Township has offered to allow the ICDC to use our construction contracts. This Memorandum of Understanding will allow for this and the ICDC will be able to pay the Township's contractor directly for the work performed on their storm sewers.

**The following motion has been prepared for the Board's consideration:**

**MOVE TO APPROVE MEMORANDUM OF UNDERSTANDING BETWEEN MERIDIAN  
TOWNSHIP AND THE INGHAM COUNTY DRAIN COMMISSIONER'S OFFICE AND  
AUTHORIZE THE SUPERVISOR TO SIGN THE AGREEMENT.**

**Attachment:**

1. Memorandum of Understanding Between Meridian Township and the Ingham County Drain Commissioner's Office

**MEMORANDUM OF UNDERSTANDING  
BETWEEN  
CHARTER TOWNSHIP OF MERIDIAN  
AND  
INGHAM COUNTY DRAIN COMMISSIONER'S OFFICE**

This **MEMORANDUM OF UNDERSTANDING** (hereinafter referred to as "MOU" or "Agreement") is hereby made and entered into by and between the **CHARTER TOWNSHIP OF MERIDIAN** (hereinafter referred to as the "Township") with offices at 5151 Marsh Road, Okemos, MI 48864, and the **INGHAM COUNTY DRAIN COMMISSIONER'S OFFICE**, (hereinafter referred to as the "ICDC"), with offices at 707 Buhl St, Mason, MI 48854.

**PURPOSE:**

The purpose of this MOU is to memorialize that the Township authorizes the ICDC to utilize the Township's Water & Sewer Emergency Repair & Service Contract for work on storm drains, as needed. The bided pricing under this contract is attached as Appendix A.

**1. Term**

The term of this Agreement shall commence on the Effective Date and shall continue until December 31, 2027, unless earlier terminated in accordance with paragraph 6.

**2. Payment**

The ICDC shall pay the Township's contractor directly for work performed under this MOU.

**3. Notice and Approval by Township**

In each instance that the ICDC elects to utilize the contract, the ICDC shall provide the Township with written notice before contacting TL Contracting, Inc. regarding the proposed work.

**4. Liability**

Nothing in this MOU shall be construed as a waiver of any governmental immunity by the Township, its employees, or its agents or ICDC, its employees, or its agents.

**5. Non Discrimination**

- a) Both the Township and ICDC, as required by law, shall not discriminate against a person to be served or an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment because of race, color, religion, national origin, age, sex, gender identity or expression, disability or genetic information, height, weight, or marital status that is unrelated the individual's ability to perform the duties of a particular job or position. The Township and ICDC shall adhere to all applicable Federal, State, and local laws, ordinance, rules and regulations

prohibiting discrimination, including:

- i. The Elliott-Larsen Civil Rights Act, 1976 PA 453 as amended;
  - ii. The Persons With Disabilities Civil Rights Act, 1976 PA 220 as amended;
  - iii. Section 504 of the Federal Rehabilitation act 1973, P.L. 93-112, 87 Stat 355, and regulations promulgated thereunder; and
  - iv. The Americans with Disabilities Act of 1990, P.L. 101-336, 104 Stat 327, as amended and regulations promulgated thereunder.
- b) Breach of this section shall be regarded a material breach of this MOU. In the event that either party is found by a Court or Tribunal of competent jurisdiction to be not in compliance with this section, the other party may terminate this MOU effective as of the date of delivery of written notification.

**6. Termination of Agreement**

Either party may terminate this Agreement without cause upon thirty (30) days written notice to the other party.

**7. Primary Contacts**

All notices, requests, consents, claims, demands, waivers and other communications hereunder, other than routine communications having no legal effect, must be in writing and addressed to the parties as follows:

Ingham County Drain Commissioner's Office	Meridian Township
Contact:	Contact: Dan Opsommer, Deputy Township Manager
Phone: 517-	Phone: 517-853-4440
E-Mail:	E-mail: <a href="mailto:opsommer@meridian.mi.us">opsommer@meridian.mi.us</a>

**8. Commencement/Expiration Date**

This MOU is effective as of the date of the last signature and concludes at completion Term as described in Paragraph 1.

**9. Complete Agreement**

This Agreement contains all of the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

**10. Severability**

If any of this Agreement is found by a Court or Tribunal of competent jurisdiction to be invalid, unconstitutional, or beyond the authority of either party to enter into or carry out, such part shall be deemed deleted from this Agreement and shall not affect the validity of the remainder of this Agreement which shall continue in full force and effect.

**11. Governing Law & Assignment**

This MOU shall be governed by and interpreted under the laws of the State of Michigan. Neither party may assign or delegate any obligation or right under this MOU without the prior written consent of the other party which may be withheld in their sole discretion.

12. **Certification of Authority to Sign Agreement**

The people signing this MOU on behalf of the parties hereto certify by their signatures that they are duly authorized to sign on behalf of said parties and that this MOU has been authorized by said parties.

[Signatures follow on next page.]

**IN WITNESS WHEREOF**, the parties hereto have executed this memorandum of understanding and agreement as of the last written date below.

**INGHAM COUNTY DRAIN COMMISSIONER'S OFFICE**

By: \_\_\_\_\_  
Pat Lindemann, Drain Commissioner  
Ingham County Drain Commissioner's Office

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

**CHARTER TOWNSHIP OF MERIDIAN**

By: \_\_\_\_\_  
Scott Hendrickson, Supervisor  
Charter Township of Meridian

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

# **APPENDIX A**

# TL Contracting, Inc.

16803 Industrial Pkwy.  
Lansing, MI 48906  
517-669-0600 - Office  
517-669-8919 - Fax  
[Tony@TLContractinginc.org](mailto:Tony@TLContractinginc.org) Email

## 2025 Charter Township of Meridian Request for Proposals Water & Sewer Emergency Repair & Service Contract

### TL Contracting Quality Operator Systems

- Quickbooks
- Trimble
- Procore
- OSHA 30 Compliant
- M-DOT Qualified

TL Contracting is a union-based Company; our operators and laborers are 100% vested in the union.

	<u>Item No.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Price</u>
<u>Labor</u>				
	1.	Hour	Foreman	\$104.74 Straight Time
	2.	Hour	Foreman	\$157.11 Over Time*
	3.	Hour	Laborer	\$63.87 Straight Time
	4.	Hour	Laborer	\$87.66 Over Time*
	5.	Hour	Operator	\$90.59 Straight Time
	6.	Hour	Operator	\$121.20 Over Time*

\*OT = Exceed 40 hrs./week, or 10 hrs./day.

### Equipment\*

- Lowboy and Tractor \$225.00 an hour for lowboy
  - Plus any permits needed for overweight/width

<u>Item No.</u>	<u>Unit</u>	<u>Description</u>	<u>Unit Hourly Rate</u>
1.	Hour	2017 CAT 349 Excavator	\$125.00
2.	Hour	2013 CAT 336 Excavator	\$90.00

3.	Hour	2020 CAT 336 Excavator	\$90.00
4.	Hour	2018 CAT 308 Excavator	\$68.50
5.	Hour	2015 CAT 314 Excavator	\$70.00
6.	Hour	2002 CAT 325 Excavator	\$110.00
7.	Hour	2014 CAT 305.5 Excavator	\$55.00
8.	Hour	2011 CAT 305 Excavator	\$55.00
9.	Hour	2021 CAT 330 Excavator	\$90.00
10.	Hour	2023 Komatsu PC45MR-5 Excavator	\$55.00
11.	Hour	2023 CAT 315-07GC Excavator	\$70.00
12.	Hour	2006 CAT D4GL Dozer	\$65.00
13.	Hour	2006 D6R Dozer	\$78.50
14.	Hour	2018 D4K Dozer	\$65.00
15.	Hour	2021 D6-20 Dozer	\$85.00
16.	Hour	2023 D4-LGP	\$75.00
17.	Hour	2007 Komatsu 320 Loader	\$85.00
18.	Hour	2015 CAT 938 Loader	\$85.00
19.	Hour	2020 CAT 950 Loader	\$95.00
20.	Hour	2021 Komatsu 320 Loader	\$85.00
21.	Hour	2012 JD 9560R w/ Pans	\$225.00
22.	Hour	2019 JD 9620R w/ Pans	\$225.00
23.	Hour	2011 CAT CS54 Roller	\$55.00
24.	Hour	2014 CAT CP56B Roller	\$55.00
25.	Hour	Ingersoll Rand SD-40D Roller	\$45.00
26.	Hour	SD-40 D Roller	\$45.00
27.	Hour	2003 Case 580 Backhoe	\$70.00
28.	Hour	2009 CAT 420E Backhoe	\$70.00
29.	Hour	2018 CAT 289 Skidsteer	\$85.00
30.	Hour	2015 CAT 239 Skidsteer	\$65.00
31.	Hour	2023 CAT 259 Skidsteer	\$75.00
32.	Hour	2024 CAT 256 Skidsteer	\$75.00
33.	Hour	2022 CAT 249 Skidsteer	\$65.00
34.	Hour	2019 CAT 730T Off Road Truck	\$125.00
35.	Hour	2018 CAT 730C2T Off Road Truck	\$125.00
36.	Hour	2015 CAT M12 Road Grader	\$100.00
37.	Hour	CAT Telehandler	\$75.00
38.	Hour	Water Truck	\$45.00
39.	Hour	2024 Tri Axels 16-ton Lead - Includes Driver	\$155.00
40.	Hour	2024 Tri Axels 43 ton Train - Includes Driver	\$170.00
41.	Hour	Gravel Trains 50 ton - Includes Driver	\$180.00
42.	Hour	Gravel Leads 25 ton - Includes Driver	\$165.00

43.	Hour	2023 Chevy 5500 Dump Truck 4 CYD	\$50.00
44.	A Day	Service Vehicles	\$100.00
45.	Hour	30KW Generator	\$125.00
46.	Hour	460/3P 4" Electric Pump (2)	\$50.00
47.	Hour	460/3P 6" Electric Pump (2)	\$50.00
48.	A Day	Daily handheld tools - Chop saws, small generators, pumps	\$200.00
49.	A Day	750 Walk behind compactor	\$100.00
50.	A Day	Trench Boxes/Shoring	Price Provided by Protech + Markup
51.	A Day	Vac Truck	Subcontractor + Markup

**\* All Equipment owned by TL Contracting, INC.**

**\* Minimum of 8 Hours per mobilization**

**\* Oversize or overweight permits NOT Included**

1/9/2025

24 Hours / 7 Days a week Emergency Contacts

Monday – Friday 7:00am-5:00Pm

Office 517-669-0600

Anything after Business Hours:

Tony Landosky 517-712-3842 Cell Owner

Tim Landosky 517-282-3967 Cell Owner/Project Manager

Billy Landosky 517-897-6481 Cell Owner/Project Manager

List of municipalities that have similar contracts with TL Contracting

- Lansing Board of Water and Light – North Lansing Time and Material Work
- Clinton County Road Commission – Time and Material Work
- Lansing Board of Water and Light – Customer Choice Program
- Lansing Board of Water and Light – Emergency Contract with Water Department.
- Ingham County Drain Commission – Time and Material Work
- Delta Township – Time and Material Work
- DTN Management – Time and Material Work

List of Projects TL Contracting has completed and in progress in Meridian TWP.

- Joes on Jolly

- Elevations Apartments
- Newton Place
- Newton Road Storm Sewer
- Okemos Grand Reserve
- Knob Hill Apartments Including Fire Response W/ Fire Department
- Okemos Astroturf Field
- Haslett Astroturf Field
- Watermain on Lake Lansing and Towner

List of Job's completed upon request if needed.

Sincerely

*Tony Landosky*

Tony Landosky  
President  
TL Contracting, Inc.



**To: Board Members**

**From: Amber Clark Neighborhood and Economic Development Director**

**Date: April 7, 2026**

**Re: CDBG Authorizing Resolution Form 2-A MI Neighborhood Grant Application:  
4690-4696 Okemos Road**

---

A proposal for the rehabilitation of 4690 and 4696 Okemos Road has been submitted to the Township. The recently purchased properties consist of two mixed-use buildings with a total of seven residential units located in the heart of our downtown. The developers are local Meridian Township residents who are committed to investing in the future of our downtown district.

To support the rehabilitation of these properties, Director Clark submitted a letter of interest to the Michigan State Housing Development Authority (MSHDA) MI Neighborhood Program. In December 2025, MSHDA submitted a Designation Memo inviting the Township to submit a full application for funding for the 4690-4696 Okemos Road rehabilitation project. The invitation allocates up to \$700,000 in direct funding for eligible housing activities. If awarded, the Township will manage and administer the funds to the developer for eligible rehabilitation expenses for all seven housing units. MSHDA recently submitted an updated designation memo for the Township to sign, with a new application deadline of July 2026.

As a condition of the program, MSHDA will provide administrative dollars directly to the Township to assist with grant management. The Township has determined that project administration will be completed in-house, based on the limited nature of the redevelopment area and the direct involvement of the property owner/developer. Funding will be released through drawdown requests submitted to the Economic Development Department after all procedural steps for grant execution are complete. The Township will verify its capacity to manage federal funding using previous experience with federal and state grant programs. The Township's updated Public Participation Plan will be followed to ensure appropriate resident engagement. Staff is experienced in certifying income eligibility through our Community Resource Commission.

[During the public hearing, the developer provided an overview of the planned rehabilitation activities at 4690 and 4696 Okemos Road.](#) The proposed project is a rehabilitation of the existing buildings, with demolition of the interior site and some parking lot improvements. This project does not plan to demolish the entire site, but will maintain the existing footprint to save on costs, eliminate development hurdles, and provide an uplift to the DDA at northeast corner of Okemos and Hamilton road. During the last Board meeting, members asked questions related to other layered financing options. Staff can only provide general details to potential incentives. At this time there is a proposal for support of the rehabilitation through the Township's Brownfield Redevelopment Tax Increment Financing. There are currently no proposals for the Township's Downtown Development Tax Increment Financing.

The application deadline is July 24, 2026. Staff is requesting Township Board approval of the

**Memo to Township Board**

**April 7, 2026**

**Re: CDBG Authorizing Resolution Form 2-A MI Neighborhood Grant Application: 4690-4696**

**Okemos Road**

**Page 2**

following items related to submitting the MI Neighborhood Grant application and meeting Federal grant administration requirements:

1. Authorize the Township and Township staff to submit the application to MSHDA for the MI Neighborhood Program.
2. Designate the Township Supervisor as the authorized individual to submit and sign the application and any subsequent amendments.
3. Designate the Economic Development Director Amber Clark as the person authorized to sign the FSR Payment Requests related to the grant. As the project advances staff will work with Downtown Development Authority, Township Supervisor, and the developer to execute the grant including paying contractors when work is completed. This resolution would authorize Director Clark to sign these payment requests, after all paperwork is verified and complete.
4. Designate the Township Manager Timothy Dempsey as the Certifying Officer for the National Environmental Protection Act (NEPA) environmental review. The Local Unit of Government's highest non-elected official is the person expected to certify this process and must be formally named. Should our application be accepted, the next step in the process will be the completion of the environmental review for the project.

The following motion is prepared for your consideration:

**MOVE TO ADOPT THE ATTACHED RESOLUTION AUTHORIZING THE TOWNSHIP'S APPLICATION TO THE MI NEIGHBORHOOD PROGRAM, DESIGNATING THE TOWNSHIP SUPERVISOR, SCOTT HENDRICKSON, AS THE PERSON AUTHORIZED TO SIGN THE APPLICATION AND ANY AMENDMENTS; DIRECTOR AMBER CLARK AS THE PERSON AUTHORIZED TO SIGN PAYMENT REQUESTS; AND DESIGNATE TOWNSHIP MANAGER TIMOTHY DEMPSEY AS THE CERTIFYING OFFICER FOR NEPA ENVIRONMENTAL REVIEW.**

**AUTHORIZING RESOLUTION – FORM 2 –A MICHIGAN STATE HOUSING DEVELOPMENT  
AUTHORITY  
MI Neighborhood Program Grant Application**

**AUTHORIZING RESOLUTION**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, in said Township on the 7th day of April, 2026 at 6:00 p.m., Local Time.

PRESENT: \_\_\_\_\_

ABSENT: \_\_\_\_\_

The following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, the Charter Township of Meridian is seeking to apply for the MI Neighborhood Grant Program, a housing rehabilitation program administered by the Michigan State Housing Development Authority (MSHDA) through the Community Development Block Grant (CDBG); and

WHEREAS, the Township is proposing to apply for the MI Neighborhood Program to support an Unoccupied Rental Rehabilitation Project in the downtown development district, specifically 4690 Okemos Road and 4696 Okemos Road, in downtown Meridian Township. The project proposes the rehabilitation of two (2) one-bedroom units at 4696 Okemos Road, one (1) two-bedroom unit, and four (4) one bedrooms at 4690 Okemos Road for a total of seven (7) units; and

WHEREAS, the Township is applying for \$700,000 in funding, to fund the rehabilitation of the seven unoccupied rental housing units, and funding for the MI Neighborhood program is administratively matched by MSHDA. Administrative funds provided by MSHDA are up to \$126,000. This application for the MI Neighborhood Program Unoccupied Rental Rehabilitation Project will total \$826,000; and

WHEREAS, at least 51 percent of the beneficiaries of the proposed project will be low- and moderate-income persons; and

WHEREAS, the proposed project is consistent with the Meridian Township’s Master Plan and the Township Board’s goals to provide affordable housing funding; and

WHEREAS, no project costs, whether CDBG or non-CDBG, will be incurred prior to a formal grant award, completion of the environmental review procedures and formal, written authorization to incur costs has been provided by the CDBG Project Manager; and

WHEREAS, the Township agrees to comply with all Federal and State requirements to administer the MI Neighborhood Program including but not limited to, maintaining financial and programmatic records in accordance with federal requirements, Title I Housing and Community Development Act, 24 CFR Part 58 (environmental review compliance), Uniform Administrative Requirements, Procurement Standards and Civil Rights obligations; and

**AUTHORIZING RESOLUTION – MICHIGAN STATE HOUSING DEVELOPMENT AUTHORITY**  
**MI Neighborhood Program Application**  
**Page 2**

WHEREAS, the Township Board of Meridian Charter Township formally approves the submission of an application to the MSHDA MI Neighborhood program for the 4690-4696 Okemos Road Unoccupied Rental Rehabilitation project proposed in downtown Meridian Township; and

NOW THEREFORE, BE IT RESOLVED that the TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby AUTHORIZES Township Staff to submit the Township’s application for the MI Neighborhood Program administered through MSHDA and supported by the CDBG Program;

BE IT FURTHER RESOLVED, THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby ESTABLISHES Supervisor Scott Hendrickson as the person authorized to sign the application and all attachments, as well as the person authorized to sign the grant agreements and all amendments;

BE IT FURTHER RESOLVED that the TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby ESTABLISHES Amber Clark, Neighborhood & Economic Development Director, as the person authorized to sign the FSR Payment Requests related to this grant;

BE IT FURTHER RESOLVED that the TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby ESTABLISHES Timothy Dempsey, Township Manager, as the Certifying Officer for the NEPA Environmental Review.

ADOPTED:    YEAS:    \_\_\_\_\_

                  NAYS:    \_\_\_\_\_

STATE OF MICHIGAN )

) ss

COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 7th day of April, 2026.

\_\_\_\_\_  
Angela Demas  
Township Clerk



**To:** Board Members

**From:** Timothy R. Schmitt, *AICP*  
Director of Community Planning and Development

**Date:** April 2, 2026

**Re:** Ordinance 2026-01 – Vacant Hannah Boulevard – Conditional Rezoning – PO, Professional Office, and RAA, One-Family, Low Density Residential, to RD, Multiple Family Residential up to 8 dwelling units per acre, subject to a conditional rezoning agreement

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Capstone Collegiate Communities has applied for rezoning of the vacant properties, owned by Eyde Land Holdings, at the end of Hannah Boulevard and Eyde Parkway, totaling 69.08 acres (parcel IDs# 33-02-02-20-401-005 and 33-02-02-20-327-006). The properties are currently vacant and are located between The Lodges of East Lansing and the Indian Lakes Estates neighborhood. Previously, a senior living community had been approved for the site, but the project was abandoned in the post-Covid economic environment.

The applicant has worked with the Indian Lakes Estates neighborhood for several months to come up with a conceptual development and conditional rezoning request that would provide development certainty and a substantial buffer for the neighborhood, while limiting access for vehicles to an existing stub street into the vacant property. The proposed conditional rezoning is the result of those discussions. The applicant is requesting to rezone the parcels to RD, Multiple Family Residential up to 8 dwelling units per acre, subject to the following conditions:

- PUD to be submitted in a specific timeframe (this was clarified by the applicant after the Planning Commission review to be 24 months once the conditional rezoning is approved)
- Limiting the number of units to no more than 270 units
- Preservation of approximately 38 acres of open space (wetlands/floodplain included)
- Providing a Natural Buffer Zone of 248' (no development zone) adjacent to the Indian Hills Neighborhood

The Planning Commission held a public hearing on February 23, 2026 ([PACKET](#), [MINUTES](#), [VIDEO](#)) and received mixed public comment on the request. Several residents spoke about the application and brought up concerns, including comments about flooding in the area, given that the Indian Lakes Estates neighborhood is partially built in floodplain and floodway. A representative from the Indian Lakes Estates Homeowner Association indicated that the HOA didn't oppose the rezoning if the conditions stayed in place as proposed. The Planning Commission again reviewed the matter on March 9, 2026 ([PACKET](#), [MINUTES](#), [VIDEO](#)) and recommended approval to the Township Board to rezone the property as requested by the applicant. Staff looks forward to discussing this matter with the Board.

**Attachments:**

1. Ordinance 2026-01– Rezone Vacant Hannah Boulevard parcels
2. Application Information

**ORDINANCE NO. 2026-01**  
**ORDINANCE AMENDING THE ZONING DISTRICT MAP**  
**OF MERIDIAN TOWNSHIP**  
**PURSUANT TO REZONING REQUEST #26004**

The Charter Township of Meridian ordains:

Section 1. Amending the Zoning District Map.

A. The Zoning District Map of Meridian Township, as adopted in Section 86-312 of the Code of the Charter Township of Meridian, Michigan, as previously amended, is hereby amended by changing the PO, Professional Office, and RAA, One-Family Low Density Residential symbol and indication as shown on the Zoning District Map, for Parcels #33-02-02-20-401-005 and 33-02-02-20-327-006, land legally described as:

PART OF W 1/2 OF NE 1/4 & W 1/2 OF SE 1/4 OF SEC 20 T4NR1W DESC AS: COM AT NE COR OF PLAT OF HERRON ACRES - S00D 02'13"W 8.24 FT - S89D 50'47"E 78.6 FT TO POB - N00D 05'46"E PLL WITH W LN OF SW 1/4 OF SEC 20 648.18 FT - N71D 41'26"E 43.08 FT - N45D 22'15"E 385.93 FT - N12D 37'45"W 288.64 FT TO S LN OF HANNAH BLVD - S87D 58'54"E ALNG SD S LN 19.92 - N02D 01'06"E 66 FT - N87D 58'54"W ALNG N LN OF HANNAH BLVD 27.63 FT - N00D 05'46"E 1098.93 FT TO TRAV LN - ALNG TRAV LN OF RED CEDAR RIVER FOLLOWING 4 COURSES: S71D 23'14"E 97.1 FT; S64D 36'44"E 401.48 FT; N58D 14'36"E 463.24 FT & N58D 11'46"E 202.19 FT TO W LN OF INDIAN LAKES ESTATES NO 3 - S00D 20'14"W ALNG SD W LN & W LN OF INDIAN LAKES ESTATES NO 2 & INDIAN LAKE ESTATES 2530.3 FT TO N LN OF S 40 A OF W 1/2 OF SE 1/4 - N89D 50'47"W ALNG SD N LN 1255.55 FT TO POB INC LAND TO WATERS EDGE 57.97 AC M/L

AND

PART OF S 1/2 OF SEC 20 T4N R1W DESC AS: COM AT W 1/4 COR OF SEC 20 - S89D36'48"E ALNG EW 1/4 LN 2323.86 FT - S00D23'12"W 30.46 FT TO S LN OF HANNAH BLVD & E'LY LN OF EYDE PKWY - ALNG SD E'LY LN FOLLOWING 2 COURSES: S00D05'46"W 491.86 FT & SW'LY 168.91 FT ALNG CURVE TO RT, RAD OF 333 FT, CHD BRG S14D37'38"W 167.11 FT TO POB - S60D50'28"E 32.55 FT - SE'LY 70.82 FT ON CURVE TO LEFT, RAD OF 73 FT, CHD BRG S50D36'34"E 68.07 FT - S78D24'05"E 40.08 FT - S60D50'28"E 44.12 FT - N71D41'26"E 288 FT - S00D05'46"W PLL WITH W LN OF SW 1/4 648.19 FT TO N LN OF S 40 A OF W 1/2 OF SE 1/4 - N89D50'47"W ALNG SD N LN 78.64 FT TO E LN OF PLAT OF HERRON ACRES - N00D02'13"E 8.24 FT TO NE COR OF SD PLAT - N89D37'32"W ALNG N LN OF SD PLAT 523.96 FT - N00D22'16"E 487.08 FT TO S'LY LN OF EYDE PKWY - ALNG SD S'LY LN NE'LY 228.12 FT ALNG CURVE TO LEFT, RAD OF 333 FT, CHD BRG N48D47'E 223.68 FT TO POB (7.98 A)

to that of **RD, Multiple Family Residential up to 8 dwelling units per acre, subject to a conditional rezoning agreement limiting the development on the site.**

Section 2. Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance shall be effective seven (7) days after its publication or upon such later date as may be required under Section 402 of the Michigan Zoning Enabling Act (MCL 125.3402) after filing of a notice of intent to file a petition for a referendum.

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Scott Hendrickson, Township Supervisor

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Angela Demas, Township Clerk

CHARTER TOWNSHIP OF MERIDIAN  
DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT  
5151 MARSH ROAD, OKEMOS, MI 48864  
PHONE: (517) 853-4560, FAX: (517) 853-4095

REZONING APPLICATION

Part I, II and III of this application must be completed. Failure to complete any portion of this form may result in the denial of your request.

Part I

- A. Owner/Applicant EYDE LAND HOLDINGS, LLC  
Address of applicant 300 S. WASHINGTON SQUARE, SUITE 400  
Telephone: Work (517) 903-3933 Home (517) 512-6834  
Fax (517) 484-4263 Email CLOUSE@EYDE.COM  
If there are multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheets if necessary. If the applicant is not the current owner of the subject property, the applicant must provide a copy of a purchase agreement or instrument indicating the owner is aware of and in agreement with the requested action.
- B. Applicant's Representative, Architect, Engineer or Planner responsible for request:  
Name / Contact Person CAPSTONE COLLEGIATE COMMUNITIES, LLC  
Address 431 OFFICE PARK DRIVE, BIRMINGHAM, AL 35223  
Telephone: Work (205) 414-6475 Home (205) 414-6400  
Fax (205) 414-6405 Email JBEATTY@CAPSTONEMAIL.COM
- C. Site address/location HANNAH  
Legal description (Attach additional sheets if necessary) (SEE ATTACHED SURVEY)  
Parcel number 33-02-02-20-401-005 Site acreage 69.08  
33-02-02-20-327-006
- D. Current zoning RAA & PD Requested zoning RD
- E. The following support materials must be submitted with the application:
1. Nonrefundable fee. - INCLUDED
  2. Evidence of fee or other ownership of the subject property. - EYDE LETTER
  3. A rezoning traffic study prepared by a qualified traffic engineer based on the most current edition of the handbook entitled *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*, published by the State Department of Transportation, is required for the following requests: - INCLUDED
    - a. Rezoning when the proposed district would permit uses that could generate more than 100 additional directional trips during the peak hour than the principal uses permitted under the current zoning.
    - b. Rezoning having direct access to a principal or minor arterial street, unless the uses in the proposed zoning district would generate fewer peak hour trips than uses in the existing zoning district.  
(Information pertaining to the contents of the rezoning traffic study will be available in the Department of Community Planning and Development.)
  4. Other information deemed necessary to evaluate the application as specified by the Director of Community Planning and Development. - SURVEY & DEVELOPMENT PLAN

**Part II**

**REASONS FOR REZONING REQUEST**

**Respond only to the items which you intend to support with proof. Explain your position on the lines below, and attach supporting information to this form.**


- A. Reasons why the present zoning is unreasonable: *(SEE ATTACHED)*
- 1) There is an error in the boundaries of the Zoning Map, specifically: \_\_\_\_\_
  - 2) The conditions of the surrounding area have changed in the following respects: \_\_\_\_\_
  - 3) The current zoning is inconsistent with the Township's Master Plan, explain: \_\_\_\_\_
  - 4) The Township did not follow the procedures that are required by Michigan laws, when adopting the Zoning Ordinance, specifically: \_\_\_\_\_
  - 5) The Township did not have a reasonable basis to support the current zoning classification at the time it was adopted; and the zoning has exempted the following legitimate uses from the area: \_\_\_\_\_
  - 6) The current zoning restrictions on the use of the property do not further the health safety or general welfare of the public, explain: \_\_\_\_\_
- B. Reasons why the requested zoning is appropriate: *(SEE ATTACHED)*
- 1) Requested rezoning is consistent with the Township's Master Plan, explain: \_\_\_\_\_
  - 2) Requested rezoning is compatible with other existing and proposed uses surrounding the site, specifically: \_\_\_\_\_
  - 3) Requested rezoning would not result in significant adverse impacts on the natural environment, explain: \_\_\_\_\_
  - 4) Requested rezoning would not result in significant adverse impacts on traffic circulation, water and sewer systems, education, recreation or other public services, explain: \_\_\_\_\_
  - 5) Requested rezoning addresses a proven community need, specifically: \_\_\_\_\_
  - 6) Requested rezoning results in logical and orderly development in the Township, explain: \_\_\_\_\_
  - 7) Requested rezoning will result in better use of Township land, resources and properties and therefore more efficient expenditure of Township funds for public improvements and services, explain: \_\_\_\_\_

**Part III**

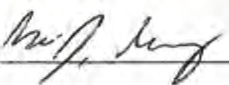
I (we) hereby grant permission for members of the Charter Township of Meridian's Boards and/or Commissions, Township staff member(s) and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purpose of gathering information including but not limited to the taking and the use of photographs.

Yes  No (Please check one)

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate

 12-12-25  
Signature of Applicant Date

Jim Beatty / vice President - CapStone Composites  
Type/Print Name

Fee: \$4,204 Received by/Date:  1/27/2026



26 January 2026

Charter Township of Meridian  
Conditional Re-Zoning Application  
5151 Marsh Road  
Okemos, MI 48864

Owner/Applicant: Eyde Land Holdings, LLC

Applicant's Representative: Capstone Collegiate Communities, LLC

On behalf of the applicant, please accept the enclosed rezoning application materials for the subject property within the Hannah Farms area. Included is a supporting narrative addressing the Township's rezoning criteria and the basis for the requested zoning change.

The proposed rezoning supports a logical transition between higher-density residential development to the west and established single-family neighborhoods to the east. The request is intended to facilitate orderly development that is compatible with surrounding uses, utilize existing infrastructure, minimizes environmental impacts, and addresses a community need for student housing.

The requested rezoning is intended to be paired with a Planned Unit Development (PUD). Any development of the site would be conditioned upon PUD approval, which will establish specific standards for site design, buffering, open space, and a defined limit on the total number of residential units, ensuring development intensity remains controlled and subject to Township review.

Conditions (Subject to review):

- PUD to be submitted in a specific timeframe
- Limits number of units to a maximum of 270 units
- Approximately 38 acres of open space (wetlands/floodplain included)
- Natural Buffer Zone of 248' (no development zone) to the Indian Hills Neighborhood

The enclosed narrative provides responses to each rezoning standard and reflects coordination with Township Planning staff and representatives of the Indian Lakes Neighborhood Association. The proposal is designed to align with existing development patterns and complete one of the remaining undeveloped parcels in the area.

We respectfully request the Township's review and look forward to continued coordination through the rezoning and PUD processes. Please contact us if additional information is required.

Sincerely,

A handwritten signature in blue ink that reads "Jim Beatty". The signature is written in a cursive style and is positioned above the printed name and title.

Jim Beatty  
Vice President, Development

Charter Township of Meridian – Rezoning Application Part II:

A. Reasons why the present zoning is unreasonable:

1. There is an error in the boundaries of the Zoning Map, specifically: N/A
2. The conditions of the surrounding area have changed in the following respects:  
N/A
3. The current zoning is inconsistent with the Township's Master Plan, explain: N/A
4. The Township did not follow the procedures that are required by laws, when adopting the Zoning Ordinance, specifically: N/A
5. The Township did not have a reasonable basis to support the current zoning classification at the time it was adopted; and the zoning has exempted the following legitimate uses from the area: N/A
6. The current zoning restrictions on the use of the property do not further the health safety or general welfare of the public, explain: N/A

B. Reasons why the requested zoning is appropriate:

1. Requested rezoning is consistent with the Township's Master Plan, explain:

The requested rezoning supports a logical transition between higher-density multi-family residential (MFR) uses and lower-density single-family residential (SFR) neighborhoods. The proposed development reinforces this transition by aligning higher-intensity uses with the existing MUPUD to the west and stepping down toward intensity toward the RAA-zoned single-family development to the east. The project has been coordinated with Township Planning staff and the Indian Lakes Neighborhood Association Board, and is intentionally oriented westward to maintain compatibility and avoid connectivity impacts to the east.

2. Requested rezoning is compatible with other existing and proposed uses surrounding the site, specifically:

The subject property is located between an existing MUPUD containing student housing to the west and established RAA single-family development to the east. The requested rezoning extends the existing MUPUD pattern, utilizing established road and utility infrastructure. A substantial buffer along the eastern boundary will provide an effective transition to the adjacent single-family neighborhood.

3. Requested rezoning would not result in significant adverse impacts on the natural environment, explain:

The development is designed to avoid floodplain and wetland areas to the greatest extent practicable. Low-impact stormwater management practices will be utilized to minimize environmental impacts. Approximately 40 acres of existing woodlands and wetlands will remain undisturbed.

4. Requested rezoning would not result in significant adverse impacts on traffic circulation, water and sewer systems, education, recreation or other public services, explain:

The proposed development will generate additional traffic; however, impacts are not anticipated to be significant, as documented in the submitted traffic impact statement. Water and sewer services are available and have sufficient capacity to serve the site. While no recreational facilities currently exist on the parcel, the development provides an opportunity to incorporate new on-site recreation or open space.

5. Requested rezoning addresses a proven community need, specifically:

The requested rezoning addresses a demonstrated demand for student housing in this area, as evidenced by consistently high occupancy rates in nearby developments and the presence of established transit service. The proposal represents a logical continuation of existing student housing uses.

6. Requested rezoning results in logical and orderly development in the Township, explain:

The subject parcel is part of the larger Hannah Farms area and represents one of the remaining undeveloped tracts. Rezoning allows for development that is compatible with the existing MUPUD to the west and prevents higher-density uses from extending into the Indian Lakes single-family neighborhood, resulting in an orderly and cohesive development pattern.

7. Requested rezoning will result in better use of Township land, resources and properties and therefore more efficient expenditure of Township funds for public improvements and services, explain:

The site will be served by existing utility infrastructure, allowing for efficient use of Township resources. The project is anticipated to proceed as a Planned Unit Development (PUD), increasing open space and preserving a portion of the site.



January 26, 2026

Charter Township of Meridian  
Owner Authorization Letter  
5151 Marsh Road  
Okemos, MI 48864

Owner/Applicant: Eyde Land Holdings, LLC

Applicant's Representative: Capstone Collegiate Communities, LLC

This letter authorizes Capstone Collegiate Communities, LLC to act on behalf of Eyde Land Holdings, LLC on the certain subject property within the Hannah Farms area or as depicted in parcels 33-02-02-20-401-005 and 33-02-02-20-327-006 equaling 69.06 acres.

Sincerely,

Nathaniel Eyde

Authorized Agent of Eyde Land Holdings, LLC

**EYDE**  
DEVELOPMENT

300 S. Washington Square, Suite 400, Lansing, MI 48933  
Office: (517) 903-EYDE (3933) | Fax: (517) 484-5695  
[www.eyde.com](http://www.eyde.com)



23 March 2026

Charter Township of Meridian  
Conditional Re-Zoning Application  
5151 Marsh Road  
Okemos, MI 48864

Owner/Applicant: Eyde Land Holdings, LLC

Applicant's Representative: Capstone Collegiate Communities, LLC

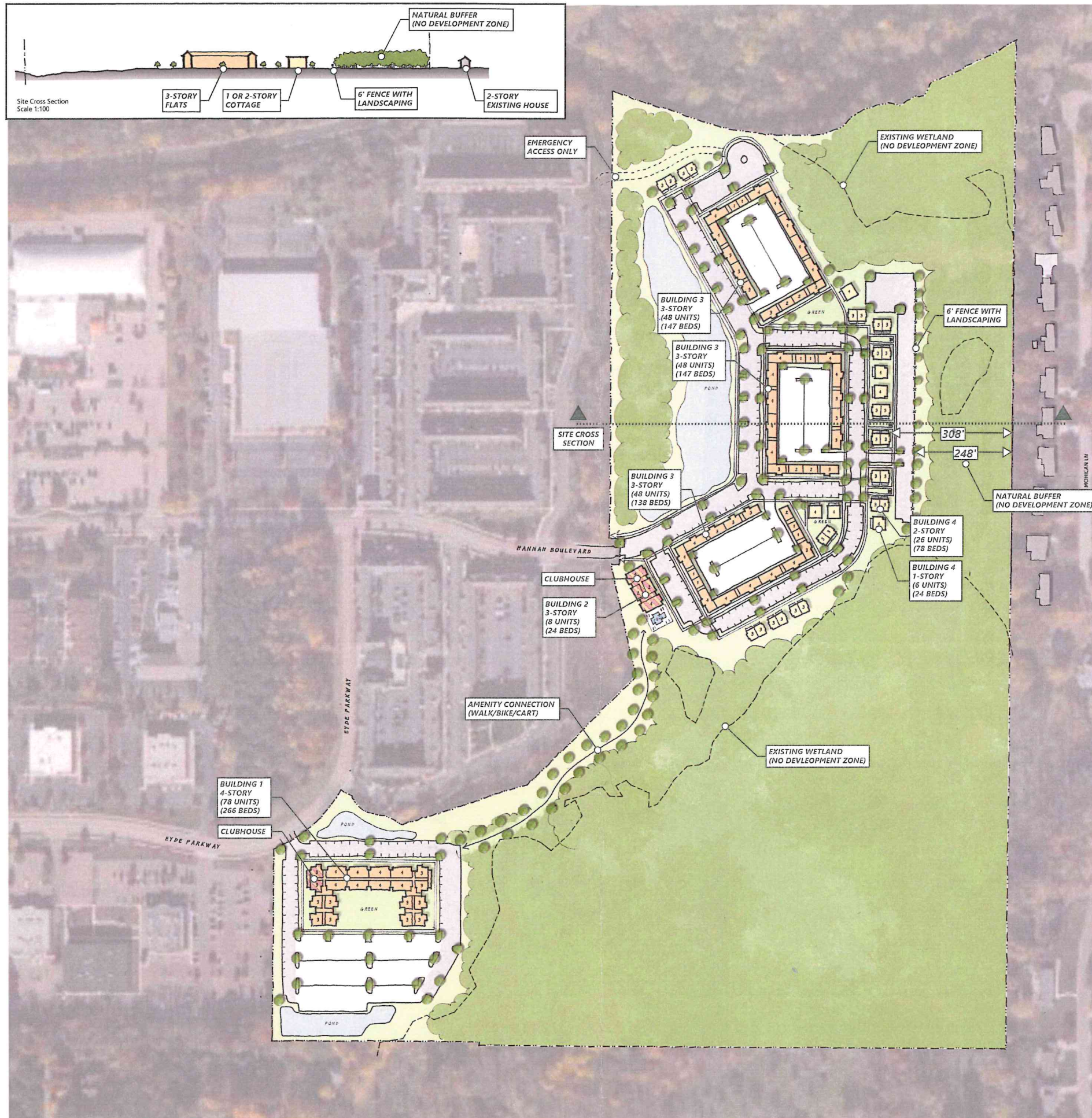
Based on feedback from the Planning Commission, the PUD will be submitted within a date that is 24 months from the approval of the conditional rezoning request.

Sincerely,

A handwritten signature in blue ink, appearing to read "Jim Beatty", with a long horizontal flourish extending to the right.

Jim Beatty  
Vice President, Development





**CAPSTONE AT HANNAH FARMS EAST**  
 EAST LANSING, MICHIGAN

**SITE LEGEND**

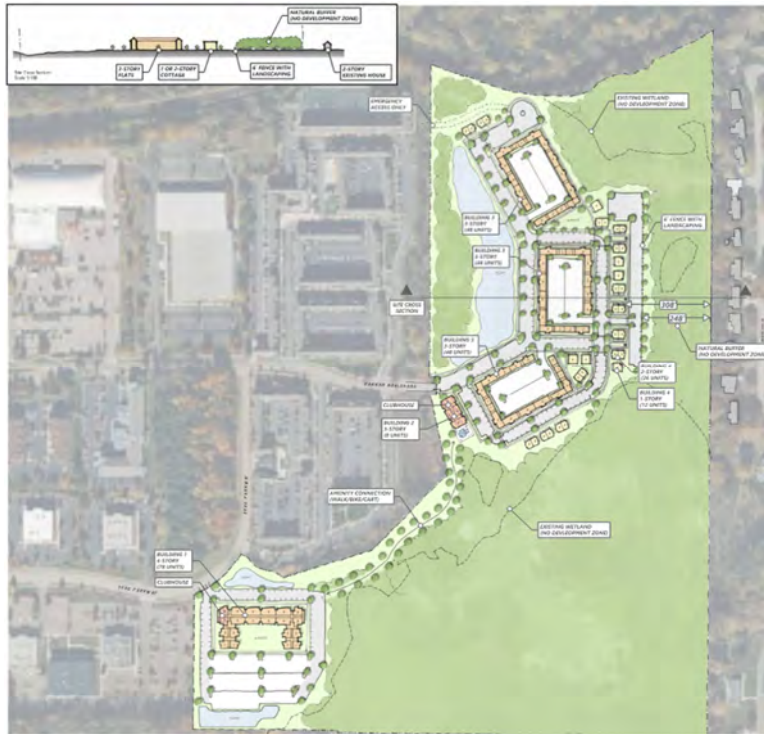
Building	Use/Product Type	Quantity	Building Height (feet above grade)	1 Bed Unit	2 Bed Unit	3 Bed Unit	4 Bed Unit	Total Unit Count	Total Bed Count		
1	4-Story Multi-Family Flats w/ Clubhouse	1	4			36	32	78	266		
2	3-Story Multi-Family Flats w/ Clubhouse	1	3		4		4	8	24		
3	3-Story Multi-Family Flats	3	3	24	15	42	63	144	432		
4	Cottages	19	1 or 2			26	6	32	102		
<b>TOTALS</b>				<b>24</b>	<b>19</b>	<b>88</b>	<b>26</b>	<b>99</b>	<b>6</b>	<b>262</b>	<b>824</b>

Parking Ratio Required at 1.1 Spaces per Bed      824 Beds      907 Required  
 Parking Provided      909 Provided





Scale 1:100  
 September 10, 2025  
**NEQUETTE**  
 ARCHITECTURE & DESIGN



## TRAFFIC IMPACT STUDY HANNAH FARMS MERIDIAN TOWNSHIP, MICHIGAN

**Prepared for:**

Capstone Collegiate Communities, LLC  
431 Office Park Drive  
Birmingham, AL 35223

**Prepared by:**

Progressive Companies  
1811 4 Mile Road NE  
Grand Rapids, MI 49525

March 2026  
Project No. 22820001

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## EXECUTIVE SUMMARY

### INTRODUCTION

Capstone Collegiate Communities, LLC is working to construct a residential development on vacant parcel land, located near Hannah Boulevard and Eyde Parkway in Meridian Township, Michigan. The development will consist of 262 off-campus student housing units, totaling 824 rooms. Access to the development will be via two (2) new driveways, one (1) to Eyde Parkway and one (1) to Hannah Boulevard.

The purpose of this Traffic Impact Study is to analyze the potential impacts of the new development and identify what physical and/or operational roadway system improvements may be necessary to mitigate existing or anticipated background issues and/or impacts created by this development's traffic.

Pre-study coordination was completed with Meridian Township and Ingham County Road Department staff to help identify the required study area, study parameters, and any specific areas of concern.

### Study Area

The study area includes three (3) signalized intersections and two (2) existing stop-controlled intersections, as listed below:

- Hannah Boulevard / Eyde Parkway (One-Way Stop)
- Hannah Boulevard / Esoteric Way (Signalized)
- Hannah Boulevard / Hagadorn Road (Signalized)
- Eyde Parkway / Esoteric Way (One-Way Stop)
- Eyde Parkway / Hagadorn Road (Signalized)

### Data Collection

Morning (7:00 a.m.–9:00 a.m.) and evening (4:00 p.m.–6:00 p.m.) peak hour turning movement counts at the study area intersections were collected in January 2026 on a typical weekday. These counts indicate that the typical weekday morning peak hour generally occurs between 8:00 a.m. to 9:00 a.m. and the typical afternoon peak hour occurs between 4:30 p.m. to 5:30 p.m.

### Analysis

Two (2) analysis scenarios were completed for the weekday morning and afternoon peak hours as part of the study, as follows:

- Existing Conditions
- Future (2029) Conditions

### Background Traffic Volumes

An annual traffic growth rate was used to estimate growth on the study area roadways. An annual growth rate of 1% (one percent) was applied to the existing peak hour volumes to help determine the background (2029) peak hour volumes. To our knowledge, no other developments are planned near the study area that could influence 2029 traffic patterns. A separate analysis of the background traffic conditions was not completed as part of this study, as the results would be largely the same as existing conditions, with only slightly more delay due to the minor increase in traffic volumes.

### Trip Generation

The Institute of Transportation Engineers (ITE) *Trip Generation Manual* was used to calculate the anticipated traffic that may be generated by the proposed development. Trips are measured individually for inbound and outbound movements; therefore, a visit to the site by a resident, for instance, generates two (2) trips – one (1) inbound and one (1) outbound. Based on the land use descriptions provided within the ITE *Trip Generation Manual*, the most applicable land use for the proposed site is Off-Campus Student Apartments (low-rise) (Land Use Code 225). While ITE does have an additional land use of Off-Campus Student Apartments (mid-rise) (Land Use Code 226) for buildings that are four (4) to 10 stories tall, the survey sample size was low and projects significantly lower trip generation than the low-rise land use. To remain conservative, the low-rise land use was used to calculate the anticipated trip generation for this development.

Trip generation for the site was calculated for the typical weekday morning and afternoon peak hours based on the site plan provided by the site owner as well as the methodology defined in the *ITE Trip Generation Manual*.

### **Conclusions**

Based on the analyses performed as part of this study, the proposed development will have minimal impact to the surrounding roadway network. The findings of this study are as follows:

### **Existing Conditions**

Based on the existing conditions analysis, it appears that all intersections in the study area currently operate at a level of service (LOS) "B" or better for both peak periods. Additionally, all individual turning movements operate at a LOS "D" or better and queues in the study area are shown to be acceptable and within the storage space available.

### ***Crash Analysis***

Crash information for the most recent five (5) years available (2020–2024) was reviewed, based on information available on the *Michigan Traffic Crash Facts* website. The crash analysis was completed for each signalized intersection in the study area.

Overall, the majority of crashes in the study area were rear-end crashes on Hagadorn Road. This crash type is common for signalized intersections and the majority of crashes resulted in no injuries. There does not appear to be any abnormal crash patterns in the study area, however upgrading the signals on Hagadorn Road to box span configurations and adding traffic signal backplates can help improve signal visibility and potentially reduce rear-end and angle crashes.

### **Future (2029) Conditions**

The future (2029) conditions analysis showed that all intersections in the study area are anticipated to operate at a LOS "C" or better during the morning and afternoon peak hours. Queues are also expected to remain acceptable.

The most effected individual turning movement in the study area was at the Hagadorn Road and Eyde Parkway intersection. The southbound left turning movement LOS is anticipated to decrease from a LOS "D" to a LOS "E" and delay is projected to increase by 29 seconds in the afternoon peak hour. While this increase in delay is significant, queues are anticipated to remain within the available storage lane and not back up into through traffic. If queuing problems become present in the future, changes to signal timing at this approach can be made to give more time to the southbound turning movement phase.

### ***Turn Lane Warrant Analysis***

Since the north driveway is essentially a continuation of Hannah Boulevard, turn lanes are not applicable at this location. Additionally, since the speed limit on Eyde Parkway is 25 miles per hour and is a local roadway with low traffic volumes, a dedicated turn lane is not recommended for the south driveway.

### **Recommendations**

Based on the analysis of the study area intersections and proposed site driveways, no further infrastructure improvements are recommended for the study area. The southbound left turn movement on Hagadorn Road at Eyde Parkway should be observed after the proposed development is constructed, and signal timing adjustments may need to be made to ensure that queues do not exceed the available storage lane.

## CHAPTER 1 INTRODUCTION

Capstone Collegiate Communities, LLC is working to construct a residential development on vacant parcel land, located near Hannah Boulevard and Eyde Parkway in Meridian Township, Michigan. The development will consist of 262 off-campus student housing units, totaling 824 rooms. Access to the development will be via two (2) new driveways, one (1) to Eyde Parkway and one (1) to Hannah Boulevard.

The purpose of this Traffic Impact Study is to analyze the potential impacts of the new development and identify what physical and/or operational roadway system improvements may be necessary to mitigate existing or anticipated background issues and/or impacts created by this development's traffic.

Pre-study coordination was completed with the Township and Ingham County Road Department (ICRD) staff to help identify the required study area, study parameters, and any specific areas of concern. The following chapters outline the results of analyses completed during the study process. Tasks undertaken to complete the analyses include:

### 1. Data Collection

Morning and afternoon peak hour turning movement counts were completed at the five (5) study area intersections in January 2026. Information regarding lane configurations, speed limits, traffic controls, and other related data for the study area roadways was also collected.



Figure 1. Study Area

### 2. Background Growth

An annual background traffic growth rate of 1% (one percent) was applied to the existing volumes to help reflect anticipated non-development traffic increases by the 2029 horizon year. This background growth rate was provided by Township staff.

### 3. Trip Generation/Distribution

The number of trips the proposed development is expected to generate during peak hours was identified. These trips were then assigned to the adjacent street system based upon the patterns followed by existing traffic and engineering judgment.

### 4. Levels of Service

Capacity calculations were completed at the study area intersections to identify existing and anticipated future peak hour operational characteristics.

5. **Mitigation**

Roadway/intersection improvements were identified, when applicable, that will enable the adjacent roadways and study area intersections to maintain equal and/or acceptable levels of operation under future conditions, upon the addition of background traffic growth and/or due to the development's traffic.

The following chapters outline the results of analyses completed during the study process.

## CHAPTER 2

### EXISTING CONDITIONS

The first step in identifying potential traffic impacts is to determine how well the adjacent streets are operating under current conditions. This chapter summarizes the data collection and analysis procedures for existing operating conditions.

#### Key Study Area Roadways

##### Hannah Boulevard

Hannah Boulevard is an east-west local roadway within the study area under Township jurisdiction. It has a two (2)-lane to four (4)-lane cross section with one (1) to two (2) travel lanes in each direction and a speed limit of 25 miles per hour (mph) within the study area.

##### Eyde Parkway

Eyde Parkway is an east-west local roadway within the study area under the Township jurisdiction. It has a Two (2)-lane cross section with one (1) travel lane in each direction and a speed limit of 25 mph within the study area.

##### Hagadorn Road

Hagadorn Road is a north-south arterial roadway within the study area under the ICRD. It has a four (4)-lane cross section with two (2) travel lanes in each direction and a speed limit of 45 mph within the study area. Weekday 24-hour traffic volumes along Hagadorn Road average approximately 25,000 vehicles per day.

The study area includes three (3) signalized intersections and two (2) existing stop-controlled intersections, as listed in Table 1:



Westbound Hannah Boulevard at Hagadorn Road



Westbound Eyde Parkway at Hagadorn Road



Southbound Hagadorn Road at Hannah Boulevard

**Table 1. Existing Intersections**

Intersection	Traffic Control
Hannah Boulevard / Eyde Parkway	One-Way Stop
Hannah Boulevard / Esoteric Way	Signalized
Hannah Boulevard / Hagadorn Road	Signalized
Eyde Parkway / Esoteric Way	One-Way Stop
Eyde Parkway / Hagadorn Road	Signalized

#### Data Collection

Morning (7:00 a.m.–9:00 a.m.) and evening (4:00 p.m.–6:00 p.m.) peak hour turning movement counts at the study area intersections were collected in January 2026 on a typical weekday. These counts indicate that the typical weekday morning peak hour generally occurs between 8:00 a.m. to 9:00 a.m. and the typical afternoon peak hour occurs between 4:30 p.m. to 5:30 p.m.

## Existing Conditions Capacity Analysis

Intersection “level of service” (LOS) calculations were completed to evaluate the current operational efficiency of the study area intersections. These calculations were completed using techniques outlined in the *Highway Capacity Manual*, published by the Transportation Research Board. Per Michigan Department of Transportation (MDOT) requirements, *Synchro*® traffic analysis software, Version 11, based on the *Highway Capacity Manual* methodologies, was used in the analysis.

Levels of service at signalized and unsignalized intersections relate to the delay, traffic volumes, and intersection geometry. Levels of service are expressed in a range from “A” to “F,” with “A” denoting the highest or best operating conditions. Generally, a LOS “D” rating is considered the minimum acceptable service level for signalized and unsignalized intersections in most areas, although a LOS “E” or LOS “F” can be deemed as acceptable during the peak hours. The criteria for determining the LOS at signalized and unsignalized intersections are outlined in the Appendix of this report.

The existing morning and afternoon peak hours were analyzed at the study area intersections. Table 2 shows the overall levels of service, while Figure 2 shows the levels of service for all movements at the study area intersections. Copies of the *Synchro*® analyses are included in the Appendix.

**Table 2. Existing Levels of Service and Delay**

Intersection	Existing Conditions			
	A.M.		P.M.	
	LOS	Delay(s)	LOS	Delay(s)
Hagadorn Road / Eyde Parkway	B	14.8	B	18.1
Hagadorn Road / Hannah Boulevard / Service Road	B	10.6	B	14.9
Hannah Boulevard / Esoteric Way	B	11.7	B	13.2
Eyde Parkway / Hannah Boulevard <sup>1</sup>	A	9.7	B	10.6
Eyde Parkway / Esoteric Way <sup>1</sup>	A	9.2	B	10.2

<sup>1</sup>Unsignalized intersection, critical/worst approach/movement shown

Source: Progressive Companies, January 2026

Based on the existing conditions analysis, it appears that all intersections in the study area currently operate at a LOS “B” or better for both peak periods. Additionally, all individual turning movements operate at a LOS “D” or better and queues in the study area are shown to be acceptable and within the storage space available.

## Crash Analysis

Crash information for the most recent five (5) years available (2020–2024) was reviewed, based on information available on the *Michigan Traffic Crash Facts* website. The crash analysis was completed for each intersection in the study area.

### Hagadorn Road/Hannah Boulevard

There was a total of 81 crashes at the Hagadorn Road and Hannah Boulevard intersection in the last five (5) years. Of these crashes, three (3) crashes resulted in a “B” minor injury, nine (9) crashes resulted in a “C” possible injury, and the remaining crashes resulted in no injury. Rear-end crashes were the most common crash type at this intersection (37 crashes), followed by sideswipe crashes (20 crashes), and angle crashes (17 crashes). There were no crashes involving pedestrians or bicyclists.

One (1) of the “B” injury crashes involved a single motorcycle that slid and injured the driver. The other two (2) “B” injury crashes involved a vehicle running a red light. The majority of crashes were rear-end crashes, which are common for signalized intersections. A box span traffic signal and traffic signal backplates can increase signal visibility and help reduce rear-end and angle crashes at this location.

### **Hagadorn Road/Eyde Parkway**

There was a total of 32 crashes at the Hagadorn Road and Eyde Parkway intersection. Of these crashes, two (2) crashes resulted in an “A” serious injury, one (1) crash resulted in a “B” minor injury, four (4) crashes resulted in a “C” possible injury, and the remaining crashes resulted in no injury. Rear-end crashes (14 crashes) were the most common types of crashes at this intersection, followed by angle crashes (seven (7) crashes) and single motor vehicle crashes (six (6) crashes). Two (2) crashes involved bicyclists, both resulting in “C” injuries and caused by vehicles turning right on red. There were no crashes involving pedestrians.

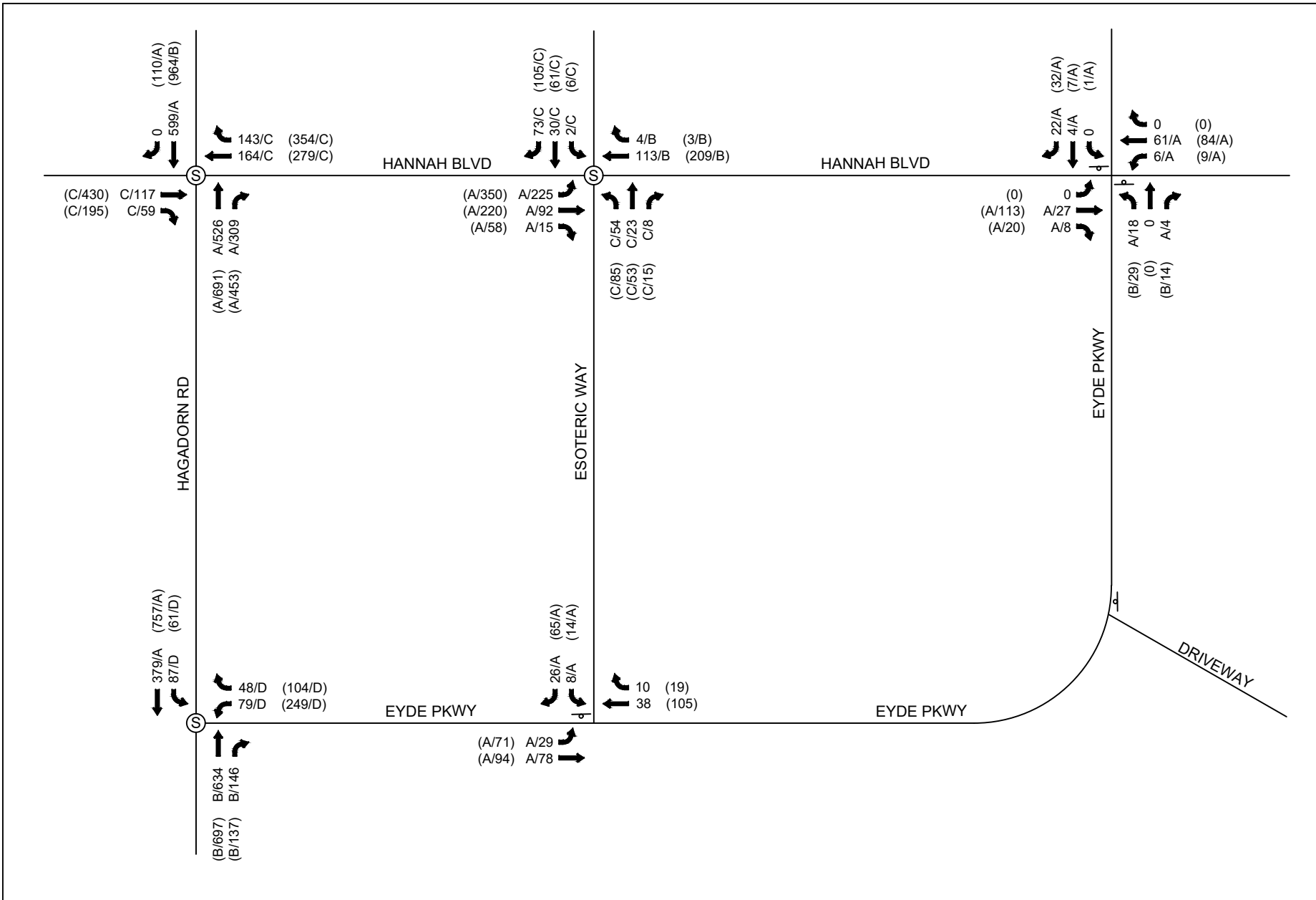
One (1) of the “A” injuries involved a driver having a heart attack and one (1) “A” injury involved a rear-end crash. The one (1) “B” injury crash involved a truck that was unable to stop in snowy conditions. The majority of crashes were rear-end crashes, which are common for signalized intersections. A box span traffic signal and traffic signal backplates can increase signal visibility and help reduce rear-end and angle crashes at this location.

### **Hannah Boulevard/Esoteric Way**

There was a total of 15 crashes at the Hannah Boulevard and Esoteric Way intersection. Of these crashes, one (1) crash resulted in an “A” serious injury, two (2) crashes resulted in a “B” minor injury, two (2) crashes resulted in a “C” possible injury, and the remaining crashes resulted in no injury. Angle crashes (five (5) crashes) were the most common types of crash at this intersection, followed by sideswipe crashes (four (4) crashes) and single motor vehicle crashes (three (3) crashes).

Two (2) crashes involved bicyclists, one (1) resulting in a “B” injury and one (1) resulting in a “C” injury. The “B” injury involved a cyclist in the roadway and the “C” injury involved a cyclist in the crosswalk. The “A” injury crash involved a pedestrian crossing on a “Do Not Walk” signal and ran into the side of a vehicle. The traffic signal at this location is a box span signal, however the addition of backplates can increase signal visibility and reduce the prevalence of angle crashes. Signal timing should also be reviewed for proper yellow and all-red times to ensure proper clearance times are met.

Overall, the majority of crashes in the study area were rear-end crashes on Hagadorn Road. This crash type is common for signalized intersections and the majority of crashes resulted in no injuries. There does not appear to be any abnormal crash patterns in the study area; however, upgrading the signals on Hagadorn Road to box span configurations and adding traffic signal backplates can help improve signal visibility and potentially reduce rear-end and angle crashes.



CAPSTONE COLLEGIATE COMMUNITIES - TIS

LEGEND	
XX (XX)	= AM (PM)
A	= LEVEL-OF-SERVICE
Ⓢ	= SIGNALIZED INTERSECTION
Ⓟ	= STOP-CONTROLLED

EXISTING PEAK-HOUR VOLUMES  
+ LEVELS-OF-SERVICE

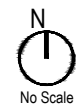


FIGURE  
2



Trip generation for the site was calculated for the typical weekday morning and afternoon peak hours based on the site plan provided by the site owner as well as the methodology defined in the ITE *Trip Generation Manual*.

**Table 3. Trip Generation**

Land Use	ITE Code	Size	A.M.			P.M.		
			Total	Enter	Exit	Total	Enter	Exit
Off-Campus Student Apartment (Low-Rise)	225	824 Rooms	135	37	98	225	133	122
<b>Total</b>			<b>135</b>	<b>37</b>	<b>98</b>	<b>225</b>	<b>133</b>	<b>122</b>

The development is expected to generate approximately 135 weekday morning peak hour vehicle trips (37 inbound, 98 outbound) and approximately 255 weekday afternoon peak hour vehicle trips (133 inbound, 122 outbound) onto the street system.

**Trip Distribution**

The directional distribution of the site-generated new trips was based upon existing travel patterns and engineering judgment. New trips followed existing traffic patterns, the proposed building’s location on the site, and locations of destinations nearby. These distributions are shown below:

	<u>A.M. Peak</u>	<u>P.M. Peak</u>
To/from Hagadorn Road North	60%	60%
To/from Hagadorn Road South	5%	5%
To/from Service Drive West	30%	30%
To/from Esoteric Drive North (Shopping Center)	5%	5%

The anticipated site trips were added to the background (2029) peak hour volumes to depict the estimated total future (2029) volumes during the morning and afternoon peak hours. Figure 4 and Figure 5 show the total anticipated future (2029) new generated trips and total future (2029) volumes, respectively.

**Future (2029) Capacity Analysis**

Intersection level of service calculations were completed to evaluate the future (2029) morning and afternoon peak hour conditions at the site access driveways and study area intersections, assuming the completion of the proposed development. Table 4 and Figure 5 summarize the levels of service at the study area intersections. Copies of the *Synchro*® analyses are included in the Appendix.

**Table 4. Future (2029) Levels of Service and Delay**

Intersection	Future (2029) Conditions			
	A.M. Peak		P.M. Peak	
	LOS	Delay(s)	LOS	Delay(s)
Hagadorn Road / Eyde Parkway	B	15.8	C	20.5
Hagadorn Road / Hannah Boulevard / Service Road	B	11.1	B	15.6
Hannah Boulevard / Esoteric Way	B	11.7	B	13.5
Eyde Parkway / Hannah Boulevard <sup>1</sup>	B	10.7	B	11.7
Eyde Parkway / Esoteric Way <sup>1</sup>	A	9.3	B	10.4
Eyde Parkway / Driveway <sup>1</sup>	A	8.7	A	8.9

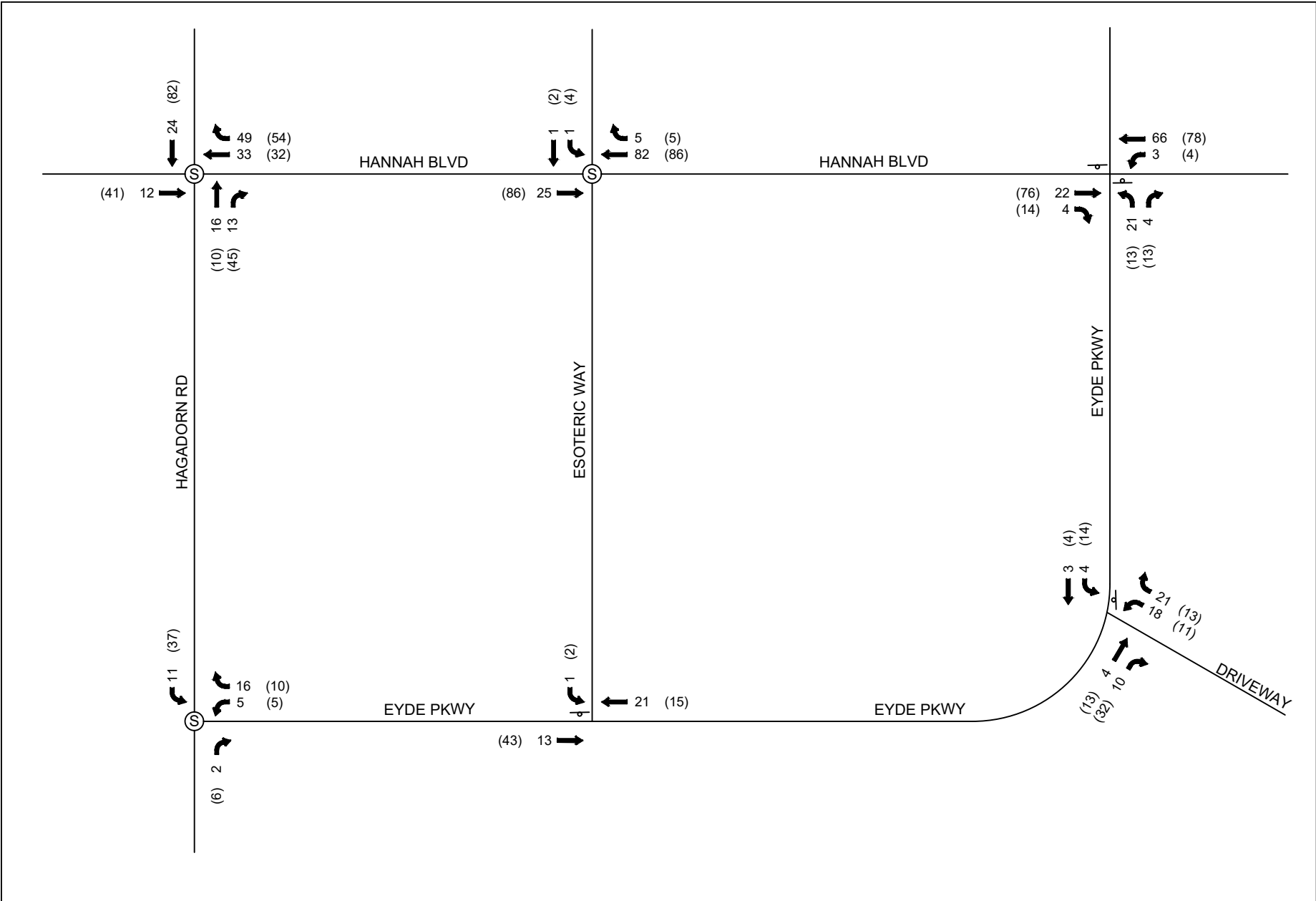
<sup>1</sup>Unsignalized intersection, critical/worst approach/movement shown  
Source: Progressive Companies, January 2026

The future (2029) conditions analysis showed that all intersections in the study area are anticipated to operate at a LOS “C” or better during the morning and afternoon peak hours. Queues are also expected to remain acceptable.

The most effected individual turning movement in the study area was at the Hagadorn Road and Eyde Parkway intersection. The southbound left turning movement LOS is anticipated to decrease from a LOS "D" to a LOS "E" and delay is projected to increase by 19.8 seconds in the afternoon peak hour. While this increase in delay is significant, queues are anticipated to remain within the available storage lane and not back up into through traffic. If queuing problems become present in the future, changes to signal timing at this approach can be made to give more time to the southbound turning movement phase.

#### **Turn Lane Warrant Analysis**

Since the north driveway is essentially a continuation of Hannah Boulevard, turn lanes are not applicable at this location. Additionally, since the speed limit on Eyde Parkway is 25 mph and it is a local roadway with low traffic volumes, a dedicated turn lane is not recommended for the south driveway.

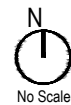


CAPSTONE COLLEGIATE COMMUNITIES - TIS

LEGEND

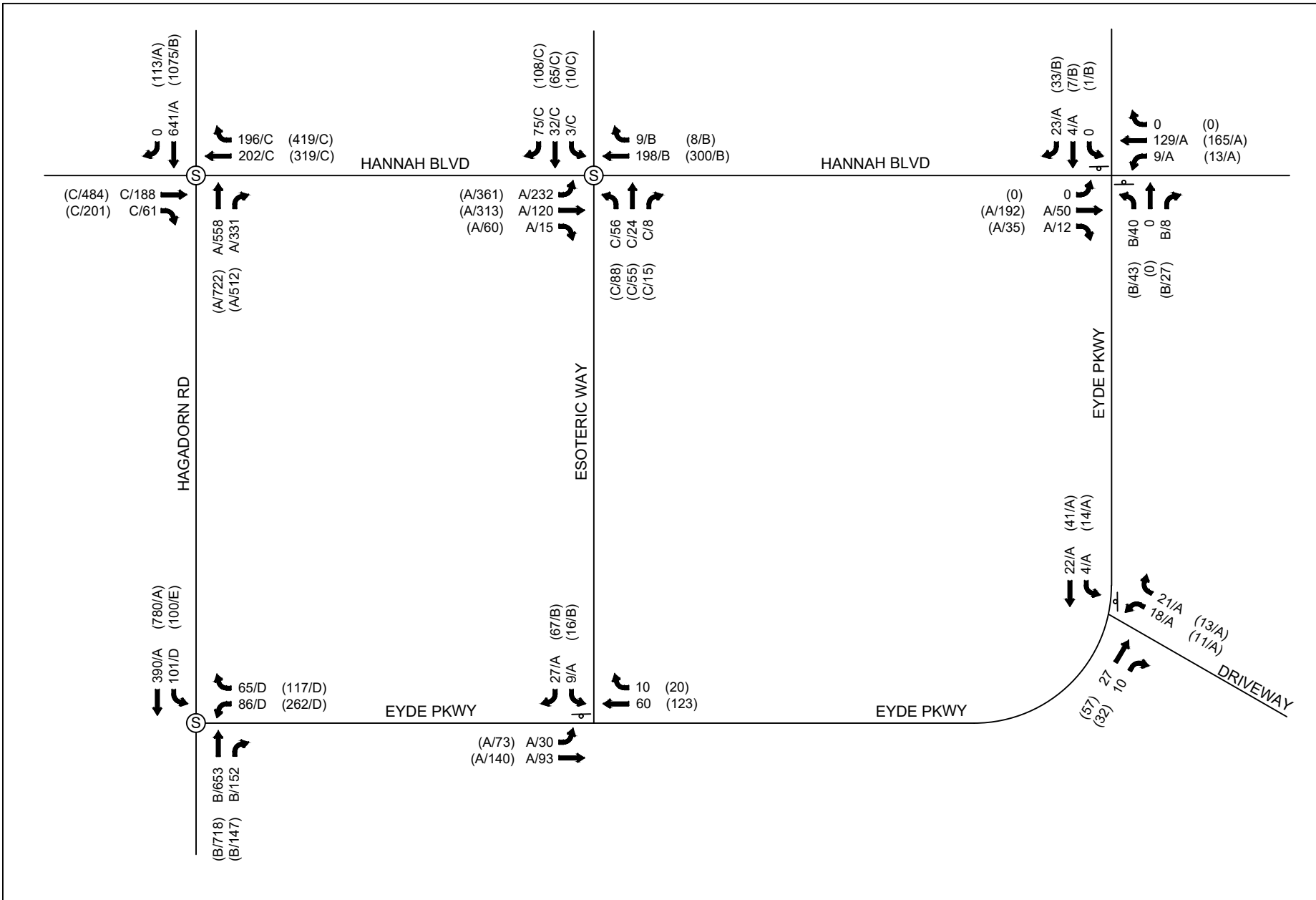
XX (XX) = AM (PM) GENERATED TRIPS  
 (X%) = DISTRIBUTION FOR NEW TRIPS

FUTURE (2029) TRIP DISTRIBUTION  
 + TRAFFIC ASSIGNMENT



FIGURE

4



CAPSTONE COLLEGIATE COMMUNITIES - TIS

LEGEND	
XX (XX)	= AM (PM)
A	= LEVEL-OF-SERVICE
Ⓢ	= SIGNALIZED INTERSECTION
Ⓟ	= STOP-CONTROLLED

FUTURE (2029) PEAK-HOUR VOLUMES  
+ LEVELS-OF-SERVICE

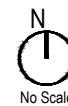


FIGURE  
5

## CHAPTER 4

### CONCLUSIONS AND RECOMMENDATION

This chapter summarizes the results of the analyses performed as part of the study. A recommendation to improve the surrounding roadway network is also presented.

#### Conclusions

Based on the analyses performed as part of this study, the proposed development will have minimal impact to the surrounding roadway network. The findings of this study are as follows:

#### Existing Conditions

Based on the existing conditions analysis, it appears that all intersections in the study area currently operate at a level of service (LOS) "B" or better for both peak periods. Additionally, all individual turning movements operate at a LOS "D" or better and queues in the study area are shown to be acceptable and within the storage space available.

#### *Crash Analysis*

Crash information for the most recent five (5) years available (2020–2024) was reviewed, based on information available on the *Michigan Traffic Crash Facts* website. The crash analysis was completed for each signalized intersection in the study area.

Overall, the majority of crashes in the study area were rear-end crashes on Hagadorn Road. This crash type is common for signalized intersections and the majority of crashes resulted in no injuries. There does not appear to be any abnormal crash patterns in the study area, however upgrading the signals on Hagadorn Road to box span configurations and adding traffic signal backplates can help improve signal visibility and potentially reduce rear-end and angle crashes.

#### Future (2029) Conditions

The future (2029) conditions analysis showed that all intersections in the study area are anticipated to operate at a LOS "C" or better during the morning and afternoon peak hours. Queues are also expected to remain acceptable.

The most effected individual turning movement in the study area was at the Hagadorn Road and Eyde Parkway intersection. The southbound left turning movement LOS is anticipated to decrease from a LOS "D" to a LOS "E" and delay is projected to increase by 19.8 seconds in the afternoon peak hour. While this increase in delay is significant, queues are anticipated to remain within the available storage lane and not back up into through traffic. If queuing problems become present in the future, changes to signal timing at this approach can be made to give more time to the southbound turning movement phase.

#### **Turn Lane Warrant Analysis**

Since the north driveway is essentially a continuation of Hannah Boulevard, turn lanes are not applicable at this location. Additionally, since the speed limit on Eyde Parkway is 25 miles per hour and is a local roadway with low traffic volumes, a dedicated turn lane is not recommended for the south driveway.

#### **Recommendations**

Based on the analysis of the study area intersections and proposed site driveways, no further infrastructure improvements are recommended for the study area. The southbound left turn movement on Hagadorn Road at Eyde Parkway should be observed after the proposed development is constructed, and signal timing adjustments may need to be made to ensure that queues do not exceed the available storage lane.

**TECHNICAL APPENDIX**  
**HANNAH FARMS**  
**TRAFFIC IMPACT STUDY**

- **Level of Service Definitions and Glossary**
- **Site Plan**
- **Traffic Count Data**
- **Synchro Analyses Results**

## Level of Service Definitions

### Signalized Intersections

- Level of Service A:** Describes operations with very low average stopped delay, i.e., less than 10.0 seconds per vehicle. This occurs when progression is extremely favorable, and most vehicles arrive during the green phase. Most vehicles do not stop at all. Short cycle lengths may also contribute to low delay.
- Level of Service B:** Describes operations with an average stopped delay in the range of 10.0 to 20.0 seconds per vehicle. This generally occurs with good progression and/or short cycle lengths. More vehicles stop than for LOS A, causing higher levels of average delay.
- Level of Service C:** Describes operations with an average stopped delay in the range of 20.1 to 35.0 seconds per vehicle. These higher delays may result from fair progression and/or longer cycle lengths. Individual cycle failures may begin to appear in this level. The number of vehicles stopping is significant at this level, although many still pass through the intersection without stopping.
- Level of Service D:** Describes operations with an average stopped delay in the range of 35.1 to 55.0 seconds per vehicle. At Level of Service D, the influence of congestion becomes more noticeable. Longer delays may result from some combination of unfavorable progression, long cycle lengths, or high v/c (volume/capacity) ratios. Many vehicles stop, and the proportion of vehicles not stopping declines. Individual cycle failures are noticeable.
- Level of Service E:** Describes operations with an average stopped delay in the range of 55.1 to 80.0 seconds per vehicle. This is considered to be the limit of acceptable delay in many cases. These high delay values generally indicate poor progression, long cycle lengths, and high v/c ratios. Individual cycle failures are a frequent occurrence.
- Level of Service F:** Describes operations with an average stopped delay in excess of 80.0 seconds per vehicle. This is considered to be unacceptable to most drivers. This condition often occurs with over-saturation, i.e., when arrival flow rates exceed the capacity of the intersection. It may also occur at high v/c ratios with many individual cycle failures. Poor progression and long cycle lengths may also be major contributing causes to such delay levels.

## Level of Service Definitions

### Unsignalized Intersections

<b>Level of Service A:</b>	Average delay per vehicles for impeded movements is less than 10 seconds. There is little or no delay with typically low side street and/or main street traffic.
<b>Level of Service B:</b>	Average stopped delays from 10.1 seconds to 15.0 seconds. Short delays, many acceptable gaps in main street traffic stream.
<b>Level of Service C:</b>	Average delay per vehicle ranges from 15.1 to 25.0 seconds. Average traffic delays with frequent gaps in main street traffic.
<b>Level of Service D:</b>	Average delays from 25.1 to 35.0 seconds for impeded movements. Long traffic delays for impeded movements due in part to a limited number of acceptable gaps.
<b>Level of Service E:</b>	Average delays in the 35.1 to 50.0 second range. May experience very long delays for impeded movements with a very small number of acceptable gaps in the traffic stream.
<b>Level of Service F:</b>	Average vehicle delays of over 50.0 seconds. Extreme traffic delays with virtually no acceptable gaps in main street traffic.

## Glossary

**Approach:** A set of lanes accommodating all left-turn, through, and right-turn movements arriving at an intersection from a given direction.

**Arterial:** Signalized streets that serve primarily through traffic and provide access to abutting properties as a secondary function.

**Average Stopped Delay:** The total time vehicles are stopped in an intersection approach or lane group during a specified time interval divided by the volume departing from the approach or lane group during the same time period, in seconds per vehicle.

**Background Traffic:** Traffic volumes that will be on the roadway network without the presence of the proposed development.

**Bypass Lane:** A one-lane widening on a two-lane roadway that allows through traffic to pass by waiting left-turn traffic.

**Capacity:** The maximum rate of flow at which persons or vehicles can be reasonably expected to traverse a point or uniform segment of a lane or roadway during a specified time period under prevailing roadway, traffic, and control conditions; usually expressed as vehicles per hour or persons per hour.

**Conflicting Traffic Volume:** The volume of traffic which conflicts with a specific movement at an intersection.

**Corridor:** A lineal study area aligned with a roadway facility in which traffic, land use, right-of-way, environmental, and other factors are evaluated to determine future transportation facility needs.

**Cycle:** Any complete sequence of traffic signal indications.

**Cycle Length:** The total time for a traffic signal to complete one cycle.

**Design Hour Volume:** The traffic volume for the design hour, usually a forecast of the relevant peak hour volume, in vehicles per hour.

**Diverted Linked Trips:** Trips from the traffic volume on roadways within the vicinity of the generator but which requires a diversion from that roadway to another roadway to gain access to the site.

**Driveway Offset:** Distance between driveways on opposite sides of a roadway, measured parallel to roadway.

**Freeway:** A multi-lane divided highway having a minimum of two lanes for exclusive use of traffic in each direction and full control of access and egress.

**Gaps (Critical Gap):** The median time headway between vehicles in a major traffic stream which will permit side-street vehicles to cross through or merge with the major traffic stream.

**Green Time:** The actual length of the "green" indication for a given movement at a signalized intersection.

**Level of Service:** A qualitative measure describing operational conditions within a traffic stream; generally described in terms of such factors as speed and travel time, delay, freedom to maneuver, traffic interruptions, comfort and convenience, and safety.

**Operational Analysis:** A use of capacity analysis to determine the prevailing level of service on an existing or projected facility, with known or projected traffic, roadway, and control conditions. This analysis can involve a particular location, such as an intersection or a corridor.

**Pass-by Trips:** Trips made as intermediate stops on the way from an origin to a primary trip destination.

**Peak Hour (A.M.):** The one hour period in the morning representing the highest hourly volume of traffic flow on the adjacent public street system.

**Peak Hour (P.M.):** The one hour period in the afternoon or evening representing the highest hourly volume of traffic flow on the adjacent public street system.

**Peak Hour Factor:** The hourly volume during the maximum volume hour of the day divided by four times the peak 15-minute flow within the peak hour; a measure of traffic demand fluctuation within the peak hour.

**Phase:** The part of the signal cycle allocated to any combination of traffic movements receiving the right-of-way simultaneously during one or more intervals.

**Roadway Conditions:** Geometric characteristics of a street or highway, including the type of facility, number and width of lanes (by direction), shoulder widths and lateral clearances, design speed, etc.

**Service Drive:** A roadway (usually private) that provides internal access to two or more uses.

**Site Traffic:** Existing or projected vehicular traffic generated by the development.

**Study Area:** The geographic area containing site access points and critical intersections (and connecting highway segments) which are impacted by the site-traffic generated by the development, and should be evaluated.

**System Improvements:** Added lanes, signal improvements, and other roadway improvements not considered site-related improvements.

**Traffic Impact:** The adverse impact on intersection Level of Service and/or street and highway safety and operations as determined by the criteria and procedures set forth in this handbook.

**Trip (Directional Trip):** A single or one-direction vehicle movement with either the origin or the destination (exiting or entering) inside a study site.

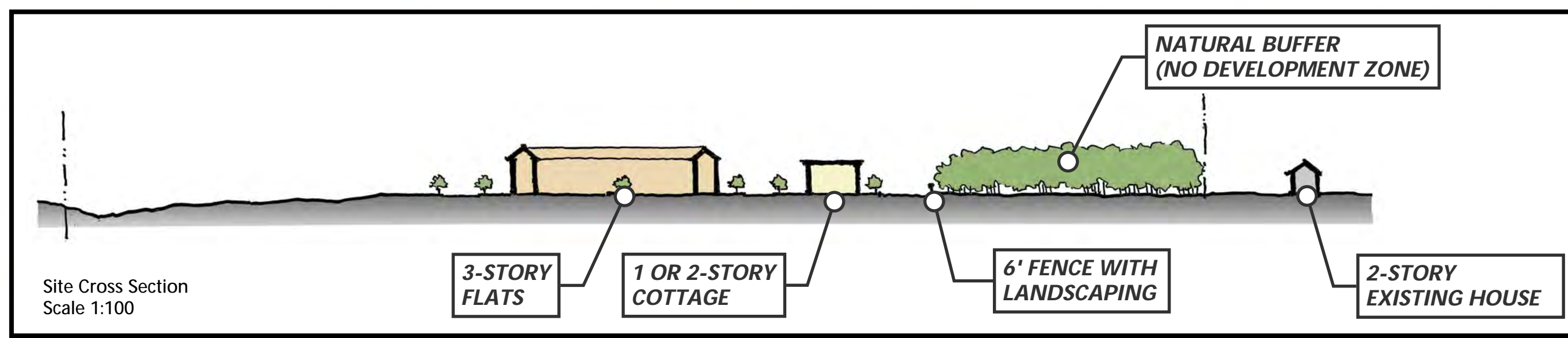
**Trip Distribution:** The distribution or assignment of site traffic into site driveways and study area roadways/intersections based upon expected direction of approach and departure.

**Unsignalized Intersection:** Any intersection not controlled by traffic signals.

**Volume:** The number of persons or vehicles passing a point on a lane or roadway during some time interval, such as one hour or during an average day.

**Volume-to-Capacity Ratio (V/C):** The ratio of demand flow rate to capacity for a traffic facility.

## SITE PLAN



**CAPSTONE AT HANNAH FARMS EAST**  
 EAST LANSING, MICHIGAN  
 SITE LEGEND

Building	Use/Product Type	Quantity	Building Height (Level Above Grade)	1 Bed Unit	2 Bed Unit	3 Bed Unit	4 Bed Unit	Total Unit Count		
1	4-Story Multi-Family Flats w/ Clubhouse	1	4		4	46	32	78		
2	3-Story Multi-Family Flats w/ Clubhouse	1	3		4		4	8		
3	3-Story Multi-Family Flats	3	3	24	15	42	63	144		
4	Cottages	19	1 or 2			26	6	32		
<b>TOTALS</b>				<b>24</b>	<b>19</b>	<b>88</b>	<b>26</b>	<b>99</b>	<b>6</b>	<b>262</b>

Parking Ratio Required at 3.1 Spaces per Bed	824 Beds	907 Required
Parking Provided		909 Provided

Scale 1:100  
September 10, 2025

NEQUETTE  
ARCHITECTURE & DESIGN

## TRAFFIC COUNT DATA



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Eyde Pkwy &  
Esoteric Way  
Site Code:  
Start Date: 01/13/2026  
Page No: 1

### Turning Movement Data

01/13/2026	Eyde Pkwy Eastbound				Eyde Pkwy Westbound				Esoteric Way Southbound				Int. Total
	Left	Thru	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Right	Peds	App. Total	
7:00 AM	5	7	0	12	6	0	0	6	4	11	0	15	33
7:15 AM	5	6	0	11	9	0	0	9	2	6	0	8	28
7:30 AM	6	15	0	21	9	0	1	9	7	8	0	15	45
7:45 AM	11	19	0	30	14	1	0	15	4	7	0	11	56
Hourly Total	27	47	0	74	38	1	1	39	17	32	0	49	162
8:00 AM	4	13	0	17	9	4	0	13	2	10	0	12	42
8:15 AM	7	13	0	20	5	3	0	8	4	5	1	9	37
8:30 AM	5	23	0	28	16	0	0	16	0	8	0	8	52
8:45 AM	13	29	0	42	8	3	0	11	2	3	0	5	58
Hourly Total	29	78	0	107	38	10	0	48	8	26	1	34	189
01/13/2026	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	14	26	0	40	36	5	1	41	3	11	2	14	95
4:15 PM	19	21	0	40	13	6	0	19	2	18	0	20	79
4:30 PM	18	25	0	43	29	5	1	34	2	12	0	14	91
4:45 PM	20	22	0	42	27	3	2	30	7	24	0	31	103
Hourly Total	71	94	0	165	105	19	4	124	14	65	2	79	368
5:00 PM	15	20	0	35	25	12	3	37	3	18	0	21	93
5:15 PM	19	17	0	36	16	1	0	17	3	16	0	19	72
5:30 PM	6	12	0	18	16	5	1	21	1	15	0	16	55
5:45 PM	13	14	0	27	13	3	2	16	2	19	0	21	64
Hourly Total	53	63	0	116	70	21	6	91	9	68	0	77	284
Grand Total	180	282	0	462	251	51	11	302	48	191	3	239	1003
Approach %	39.0	61.0	-	-	83.1	16.9	-	-	20.1	79.9	-	-	-
Total %	17.9	28.1	-	46.1	25.0	5.1	-	30.1	4.8	19.0	-	23.8	-
Lights	171	281	-	452	250	49	-	299	40	189	-	229	980
% Lights	95.0	99.6	-	97.8	99.6	96.1	-	99.0	83.3	99.0	-	95.8	97.7
Mediums	9	1	-	10	1	2	-	3	8	2	-	10	23
% Mediums	5.0	0.4	-	2.2	0.4	3.9	-	1.0	16.7	1.0	-	4.2	2.3
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	0	-	-	-	11	-	-	-	3	-	-
% Pedestrians	-	-	-	-	-	-	100.0	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Eyde Pkwy &  
Esoteric Way  
Site Code:  
Start Date: 01/13/2026  
Page No: 2

### Turning Movement Peak Hour Data (8:00 AM)

01/13/2026	Eyde Pkwy Eastbound				Eyde Pkwy Westbound				Esoteric Way Southbound				Int. Total
	Left	Thru	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Right	Peds	App. Total	
8:00 AM	4	13	0	17	9	4	0	13	2	10	0	12	42
8:15 AM	7	13	0	20	5	3	0	8	4	5	1	9	37
8:30 AM	5	23	0	28	16	0	0	16	0	8	0	8	52
8:45 AM	13	29	0	42	8	3	0	11	2	3	0	5	58
Total	29	78	0	107	38	10	0	48	8	26	1	34	189
Approach %	27.1	72.9	-	-	79.2	20.8	-	-	23.5	76.5	-	-	-
Total %	15.3	41.3	-	56.6	20.1	5.3	-	25.4	4.2	13.8	-	18.0	-
PHF	0.558	0.672	-	0.637	0.594	0.625	-	0.750	0.500	0.650	-	0.708	0.815
Lights	27	78	-	105	38	10	-	48	8	26	-	34	187
% Lights	93.1	100.0	-	98.1	100.0	100.0	-	100.0	100.0	100.0	-	100.0	98.9
Mediums	2	0	-	2	0	0	-	0	0	0	-	0	2
% Mediums	6.9	0.0	-	1.9	0.0	0.0	-	0.0	0.0	0.0	-	0.0	1.1
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	0	-	-	-	0	-	-	-	1	-	-
% Pedestrians	-	-	-	-	-	-	-	-	-	-	100.0	-	-

### Turning Movement Peak Hour Data (4:00 PM)

01/13/2026	Eyde Pkwy Eastbound				Eyde Pkwy Westbound				Esoteric Way Southbound				Int. Total
	Left	Thru	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Right	Peds	App. Total	
4:00 PM	14	26	0	40	36	5	1	41	3	11	2	14	95
4:15 PM	19	21	0	40	13	6	0	19	2	18	0	20	79
4:30 PM	18	25	0	43	29	5	1	34	2	12	0	14	91
4:45 PM	20	22	0	42	27	3	2	30	7	24	0	31	103
Total	71	94	0	165	105	19	4	124	14	65	2	79	368
Approach %	43.0	57.0	-	-	84.7	15.3	-	-	17.7	82.3	-	-	-
Total %	19.3	25.5	-	44.8	28.5	5.2	-	33.7	3.8	17.7	-	21.5	-
PHF	0.888	0.904	-	0.959	0.729	0.792	-	0.756	0.500	0.677	-	0.637	0.893
Lights	69	93	-	162	104	18	-	122	9	64	-	73	357
% Lights	97.2	98.9	-	98.2	99.0	94.7	-	98.4	64.3	98.5	-	92.4	97.0
Mediums	2	1	-	3	1	1	-	2	5	1	-	6	11
% Mediums	2.8	1.1	-	1.8	1.0	5.3	-	1.6	35.7	1.5	-	7.6	3.0
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	0	-	-	-	4	-	-	-	2	-	-
% Pedestrians	-	-	-	-	-	-	100.0	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hagadorn Rd &  
Eyde Pkwy  
Site Code:  
Start Date: 01/13/2026  
Page No: 1

### Turning Movement Data

01/13/2026	Eyde Pkwy Westbound				Hagadorn Rd Northbound				Hagadorn Rd Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
7:00 AM	16	2	0	18	77	15	0	92	5	65	0	70	180
7:15 AM	15	3	0	18	82	27	0	109	10	85	0	95	222
7:30 AM	17	7	0	24	145	45	0	190	14	89	0	103	317
7:45 AM	20	7	1	27	177	62	0	239	33	78	0	111	377
Hourly Total	68	19	1	87	481	149	0	630	62	317	0	379	1096
8:00 AM	19	5	0	24	134	32	0	166	20	101	0	121	311
8:15 AM	13	3	3	16	137	33	1	170	19	81	0	100	286
8:30 AM	27	18	2	45	164	37	2	201	20	83	0	103	349
8:45 AM	20	22	0	42	199	44	1	243	28	114	0	142	427
Hourly Total	79	48	5	127	634	146	4	780	87	379	0	466	1373
01/13/2026	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	39	34	2	73	145	30	1	175	26	129	0	155	403
4:15 PM	51	22	2	73	180	36	0	216	17	181	0	198	487
4:30 PM	63	33	8	96	164	39	0	203	13	162	0	175	474
4:45 PM	66	24	4	90	160	31	1	191	20	189	0	209	490
Hourly Total	219	113	16	332	649	136	2	785	76	661	0	737	1854
5:00 PM	69	25	3	94	193	31	4	224	11	225	0	236	554
5:15 PM	41	17	5	58	176	28	0	204	17	163	0	180	442
5:30 PM	41	19	6	60	172	18	2	190	10	146	0	156	406
5:45 PM	27	9	2	36	151	24	0	175	9	130	0	139	350
Hourly Total	178	70	16	248	692	101	6	793	47	664	0	711	1752
Grand Total	544	250	38	794	2456	532	12	2988	272	2021	0	2293	6075
Approach %	68.5	31.5	-	-	82.2	17.8	-	-	11.9	88.1	-	-	-
Total %	9.0	4.1	-	13.1	40.4	8.8	-	49.2	4.5	33.3	-	37.7	-
Lights	542	249	-	791	2438	530	-	2968	262	1991	-	2253	6012
% Lights	99.6	99.6	-	99.6	99.3	99.6	-	99.3	96.3	98.5	-	98.3	99.0
Mediums	2	1	-	3	18	2	-	20	10	30	-	40	63
% Mediums	0.4	0.4	-	0.4	0.7	0.4	-	0.7	3.7	1.5	-	1.7	1.0
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	38	-	-	-	12	-	-	-	0	-	-
% Pedestrians	-	-	100.0	-	-	-	100.0	-	-	-	-	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hagadorn Rd &  
Eyde Pkwy  
Site Code:  
Start Date: 01/13/2026  
Page No: 2

### Turning Movement Peak Hour Data (8:00 AM)

01/13/2026	Eyde Pkwy Westbound				Hagadorn Rd Northbound				Hagadorn Rd Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
8:00 AM	19	5	0	24	134	32	0	166	20	101	0	121	311
8:15 AM	13	3	3	16	137	33	1	170	19	81	0	100	286
8:30 AM	27	18	2	45	164	37	2	201	20	83	0	103	349
8:45 AM	20	22	0	42	199	44	1	243	28	114	0	142	427
Total	79	48	5	127	634	146	4	780	87	379	0	466	1373
Approach %	62.2	37.8	-	-	81.3	18.7	-	-	18.7	81.3	-	-	-
Total %	5.8	3.5	-	9.2	46.2	10.6	-	56.8	6.3	27.6	-	33.9	-
PHF	0.731	0.545	-	0.706	0.796	0.830	-	0.802	0.777	0.831	-	0.820	0.804
Lights	79	48	-	127	628	145	-	773	85	373	-	458	1358
% Lights	100.0	100.0	-	100.0	99.1	99.3	-	99.1	97.7	98.4	-	98.3	98.9
Mediums	0	0	-	0	6	1	-	7	2	6	-	8	15
% Mediums	0.0	0.0	-	0.0	0.9	0.7	-	0.9	2.3	1.6	-	1.7	1.1
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	5	-	-	-	4	-	-	-	0	-	-
% Pedestrians	-	-	100.0	-	-	-	100.0	-	-	-	-	-	-

### Turning Movement Peak Hour Data (4:15 PM)

01/13/2026	Eyde Pkwy Westbound				Hagadorn Rd Northbound				Hagadorn Rd Southbound				Int. Total
	Left	Right	Peds	App. Total	Thru	Right	Peds	App. Total	Left	Thru	Peds	App. Total	
4:15 PM	51	22	2	73	180	36	0	216	17	181	0	198	487
4:30 PM	63	33	8	96	164	39	0	203	13	162	0	175	474
4:45 PM	66	24	4	90	160	31	1	191	20	189	0	209	490
5:00 PM	69	25	3	94	193	31	4	224	11	225	0	236	554
Total	249	104	17	353	697	137	5	834	61	757	0	818	2005
Approach %	70.5	29.5	-	-	83.6	16.4	-	-	7.5	92.5	-	-	-
Total %	12.4	5.2	-	17.6	34.8	6.8	-	41.6	3.0	37.8	-	40.8	-
PHF	0.902	0.788	-	0.919	0.903	0.878	-	0.931	0.763	0.841	-	0.867	0.905
Lights	249	104	-	353	696	137	-	833	59	743	-	802	1988
% Lights	100.0	100.0	-	100.0	99.9	100.0	-	99.9	96.7	98.2	-	98.0	99.2
Mediums	0	0	-	0	1	0	-	1	2	14	-	16	17
% Mediums	0.0	0.0	-	0.0	0.1	0.0	-	0.1	3.3	1.8	-	2.0	0.8
Articulated Trucks	0	0	-	0	0	0	-	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	17	-	-	-	5	-	-	-	0	-	-
% Pedestrians	-	-	100.0	-	-	-	100.0	-	-	-	-	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hagadorn Rd &  
Hannah Blvd  
Site Code:  
Start Date: 01/13/2026  
Page No: 1

### Turning Movement Data

01/13/2026	Service Rd Eastbound					Hannah Blvd Westbound					Hagadorn Rd Northbound					Hagadorn Rd Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
7:00 AM	0	27	3	0	30	0	32	26	0	58	0	70	36	0	106	0	96	21	0	117	311
7:15 AM	0	23	2	0	25	0	36	24	0	60	0	72	35	0	107	0	111	32	2	143	335
7:30 AM	0	41	2	0	43	0	68	43	0	111	0	123	57	0	180	0	140	85	2	225	559
7:45 AM	0	51	21	1	72	0	63	35	0	98	0	139	81	0	220	0	122	72	2	194	584
Hourly Total	0	142	28	1	170	0	199	128	0	327	0	404	209	0	613	0	469	210	6	679	1789
8:00 AM	0	36	10	0	46	0	55	33	0	88	0	110	59	0	169	0	145	42	1	187	490
8:15 AM	0	48	18	0	66	0	44	33	0	77	0	107	80	0	187	0	136	32	3	168	498
8:30 AM	0	40	11	2	51	0	24	31	0	55	0	146	79	0	225	0	150	48	3	198	529
8:45 AM	0	47	20	1	67	0	41	46	0	87	0	163	91	1	254	0	168	49	0	217	625
Hourly Total	0	171	59	3	230	0	164	143	0	307	0	526	309	1	835	0	599	171	7	770	2142
01/13/2026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	94	51	4	145	0	41	83	0	124	0	161	93	0	254	0	201	22	7	223	746
4:15 PM	0	104	42	1	146	0	49	93	0	142	0	175	104	0	279	0	232	23	8	255	822
4:30 PM	0	117	38	2	155	0	67	86	0	153	0	159	124	0	283	0	245	40	11	285	876
4:45 PM	0	88	43	4	131	0	68	77	0	145	0	143	126	0	269	0	234	22	15	256	801
Hourly Total	0	403	174	11	577	0	225	339	0	564	0	638	447	0	1085	0	912	107	41	1019	3245
5:00 PM	0	115	62	1	177	0	81	100	0	181	0	193	111	0	304	0	267	26	7	293	955
5:15 PM	0	110	52	1	162	0	63	91	0	154	0	196	92	0	288	0	218	22	11	240	844
5:30 PM	0	100	25	0	125	0	82	77	0	159	0	167	114	0	281	0	211	22	8	233	798
5:45 PM	0	79	41	0	120	0	81	95	0	176	0	137	93	0	230	0	181	36	4	217	743
Hourly Total	0	404	180	2	584	0	307	363	0	670	0	693	410	0	1103	0	877	106	30	983	3340
Grand Total	0	1120	441	17	1561	0	895	973	0	1868	0	2261	1375	1	3636	0	2857	594	84	3451	10516
Approach %	0.0	71.7	28.3	-	-	0.0	47.9	52.1	-	-	0.0	62.2	37.8	-	-	0.0	82.8	17.2	-	-	-
Total %	0.0	10.7	4.2	-	14.8	0.0	8.5	9.3	-	17.8	0.0	21.5	13.1	-	34.6	0.0	27.2	5.6	-	32.8	-
Lights	0	1102	424	-	1526	0	869	969	-	1838	0	2237	1373	-	3610	0	2831	591	-	3422	10396
% Lights	-	98.4	96.1	-	97.8	-	97.1	99.6	-	98.4	-	98.9	99.9	-	99.3	-	99.1	99.5	-	99.2	98.9
Mediums	0	18	17	-	35	0	26	3	-	29	0	23	2	-	25	0	26	3	-	29	118
% Mediums	-	1.6	3.9	-	2.2	-	2.9	0.3	-	1.6	-	1.0	0.1	-	0.7	-	0.9	0.5	-	0.8	1.1
Articulated Trucks	0	0	0	-	0	0	0	1	-	1	0	1	0	-	1	0	0	0	-	0	2
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.1	-	0.1	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	17	-	-	-	-	0	-	-	-	-	1	-	-	-	-	84	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hagadorn Rd &  
Hannah Blvd  
Site Code:  
Start Date: 01/13/2026  
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### Turning Movement Peak Hour Data (8:00 AM)

01/13/2026	Service Rd Eastbound					Hannah Blvd Westbound					Hagadorn Rd Northbound					Hagadorn Rd Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
8:00 AM	0	36	10	0	46	0	55	33	0	88	0	110	59	0	169	0	145	42	1	187	490
8:15 AM	0	48	18	0	66	0	44	33	0	77	0	107	80	0	187	0	136	32	3	168	498
8:30 AM	0	40	11	2	51	0	24	31	0	55	0	146	79	0	225	0	150	48	3	198	529
8:45 AM	0	47	20	1	67	0	41	46	0	87	0	163	91	1	254	0	168	49	0	217	625
<b>Total</b>	<b>0</b>	<b>171</b>	<b>59</b>	<b>3</b>	<b>230</b>	<b>0</b>	<b>164</b>	<b>143</b>	<b>0</b>	<b>307</b>	<b>0</b>	<b>526</b>	<b>309</b>	<b>1</b>	<b>835</b>	<b>0</b>	<b>599</b>	<b>171</b>	<b>7</b>	<b>770</b>	<b>2142</b>
Approach %	0.0	74.3	25.7	-	-	0.0	53.4	46.6	-	-	0.0	63.0	37.0	-	-	0.0	77.8	22.2	-	-	-
Total %	0.0	8.0	2.8	-	10.7	0.0	7.7	6.7	-	14.3	0.0	24.6	14.4	-	39.0	0.0	28.0	8.0	-	35.9	-
PHF	0.000	0.891	0.738	-	0.858	0.000	0.745	0.777	-	0.872	0.000	0.807	0.849	-	0.822	0.000	0.891	0.872	-	0.887	0.857
Lights	0	166	55	-	221	0	157	141	-	298	0	520	308	-	828	0	593	170	-	763	2110
% Lights	-	97.1	93.2	-	96.1	-	95.7	98.6	-	97.1	-	98.9	99.7	-	99.2	-	99.0	99.4	-	99.1	98.5
Mediums	0	5	4	-	9	0	7	1	-	8	0	6	1	-	7	0	6	1	-	7	31
% Mediums	-	2.9	6.8	-	3.9	-	4.3	0.7	-	2.6	-	1.1	0.3	-	0.8	-	1.0	0.6	-	0.9	1.4
Articulated Trucks	0	0	0	-	0	0	0	1	-	1	0	0	0	-	0	0	0	0	-	0	1
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.7	-	0.3	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	3	-	-	-	-	0	-	-	-	-	1	-	-	-	-	7	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-

### Turning Movement Peak Hour Data (4:30 PM)

01/13/2026	Service Rd Eastbound					Hannah Blvd Westbound					Hagadorn Rd Northbound					Hagadorn Rd Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
4:30 PM	0	117	38	2	155	0	67	86	0	153	0	159	124	0	283	0	245	40	11	285	876
4:45 PM	0	88	43	4	131	0	68	77	0	145	0	143	126	0	269	0	234	22	15	256	801
5:00 PM	0	115	62	1	177	0	81	100	0	181	0	193	111	0	304	0	267	26	7	293	955
5:15 PM	0	110	52	1	162	0	63	91	0	154	0	196	92	0	288	0	218	22	11	240	844
<b>Total</b>	<b>0</b>	<b>430</b>	<b>195</b>	<b>8</b>	<b>625</b>	<b>0</b>	<b>279</b>	<b>354</b>	<b>0</b>	<b>633</b>	<b>0</b>	<b>691</b>	<b>453</b>	<b>0</b>	<b>1144</b>	<b>0</b>	<b>964</b>	<b>110</b>	<b>44</b>	<b>1074</b>	<b>3476</b>
Approach %	0.0	68.8	31.2	-	-	0.0	44.1	55.9	-	-	0.0	60.4	39.6	-	-	0.0	89.8	10.2	-	-	-
Total %	0.0	12.4	5.6	-	18.0	0.0	8.0	10.2	-	18.2	0.0	19.9	13.0	-	32.9	0.0	27.7	3.2	-	30.9	-
PHF	0.000	0.919	0.786	-	0.883	0.000	0.861	0.885	-	0.874	0.000	0.881	0.899	-	0.941	0.000	0.903	0.688	-	0.916	0.910
Lights	0	426	191	-	617	0	273	354	-	627	0	689	453	-	1142	0	954	110	-	1064	3450
% Lights	-	99.1	97.9	-	98.7	-	97.8	100.0	-	99.1	-	99.7	100.0	-	99.8	-	99.0	100.0	-	99.1	99.3
Mediums	0	4	4	-	8	0	6	0	-	6	0	2	0	-	2	0	10	0	-	10	26
% Mediums	-	0.9	2.1	-	1.3	-	2.2	0.0	-	0.9	-	0.3	0.0	-	0.2	-	1.0	0.0	-	0.9	0.7
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	8	-	-	-	-	0	-	-	-	-	0	-	-	-	-	44	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	-	-	-	-	-	-	-	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hannah Blvd &  
Esoteric Way  
Site Code:  
Start Date: 01/13/2026  
Page No: 1

### Turning Movement Data

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Esoteric Way Northbound					Private Drive Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
7:00 AM	26	10	5	1	41	0	19	0	0	19	2	5	0	0	7	0	10	30	1	40	107
7:15 AM	22	11	3	0	36	0	27	0	4	27	2	2	2	0	6	0	6	21	4	27	96
7:30 AM	37	30	6	0	73	0	44	2	5	46	16	4	0	0	20	1	3	33	6	37	176
7:45 AM	56	14	4	0	74	0	32	1	2	33	14	7	3	1	24	0	5	22	2	27	158
Hourly Total	141	65	18	1	224	0	122	3	11	125	34	18	5	1	57	1	24	106	13	131	537
8:00 AM	43	18	3	0	64	0	38	0	3	38	19	6	0	0	25	1	11	9	4	21	148
8:15 AM	48	19	7	0	74	0	23	1	2	24	12	6	1	3	19	0	5	21	2	26	143
8:30 AM	59	29	2	0	90	0	23	1	1	24	11	3	3	1	17	0	9	14	1	23	154
8:45 AM	75	26	3	0	104	0	29	2	3	31	12	8	4	0	24	1	5	29	3	35	194
Hourly Total	225	92	15	0	332	0	113	4	9	117	54	23	8	4	85	2	30	73	10	105	639
01/13/2026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	61	55	10	0	126	0	46	2	11	48	15	10	2	2	27	1	13	27	9	41	242
4:15 PM	84	36	11	0	131	0	40	2	10	42	14	14	5	1	33	1	18	22	15	41	247
4:30 PM	101	60	15	0	176	0	50	1	12	51	23	13	4	1	40	0	9	21	10	30	297
4:45 PM	92	56	18	0	166	0	56	2	17	58	17	14	5	7	36	2	16	22	23	40	300
Hourly Total	338	207	54	0	599	0	192	7	50	199	69	51	16	11	136	4	56	92	57	152	1086
5:00 PM	75	52	14	0	141	0	55	0	12	55	29	8	4	0	41	3	19	24	12	46	283
5:15 PM	82	52	11	0	145	0	47	0	4	47	16	18	2	1	36	1	17	38	7	56	284
5:30 PM	71	50	18	0	139	0	66	3	10	69	16	4	3	1	23	0	15	31	4	46	277
5:45 PM	65	42	11	0	118	0	63	1	8	64	17	4	4	2	25	2	18	30	6	50	257
Hourly Total	293	196	54	0	543	0	231	4	34	235	78	34	13	4	125	6	69	123	29	198	1101
Grand Total	997	560	141	1	1698	0	658	18	104	676	235	126	42	20	403	13	179	394	109	586	3363
Approach %	58.7	33.0	8.3	-	-	0.0	97.3	2.7	-	-	58.3	31.3	10.4	-	-	2.2	30.5	67.2	-	-	-
Total %	29.6	16.7	4.2	-	50.5	0.0	19.6	0.5	-	20.1	7.0	3.7	1.2	-	12.0	0.4	5.3	11.7	-	17.4	-
Lights	997	551	133	-	1681	0	642	18	-	660	223	125	42	-	390	13	176	393	-	582	3313
% Lights	100.0	98.4	94.3	-	99.0	-	97.6	100.0	-	97.6	94.9	99.2	100.0	-	96.8	100.0	98.3	99.7	-	99.3	98.5
Mediums	0	9	8	-	17	0	16	0	-	16	12	1	0	-	13	0	3	1	-	4	50
% Mediums	0.0	1.6	5.7	-	1.0	-	2.4	0.0	-	2.4	5.1	0.8	0.0	-	3.2	0.0	1.7	0.3	-	0.7	1.5
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	1	-	-	-	-	104	-	-	-	-	20	-	-	-	-	109	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hannah Blvd &  
Esoteric Way  
Site Code:  
Start Date: 01/13/2026  
Page No: 2

### Turning Movement Peak Hour Data (8:00 AM)

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Esoteric Way Northbound					Private Drive Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
8:00 AM	43	18	3	0	64	0	38	0	3	38	19	6	0	0	25	1	11	9	4	21	148
8:15 AM	48	19	7	0	74	0	23	1	2	24	12	6	1	3	19	0	5	21	2	26	143
8:30 AM	59	29	2	0	90	0	23	1	1	24	11	3	3	1	17	0	9	14	1	23	154
8:45 AM	75	26	3	0	104	0	29	2	3	31	12	8	4	0	24	1	5	29	3	35	194
<b>Total</b>	<b>225</b>	<b>92</b>	<b>15</b>	<b>0</b>	<b>332</b>	<b>0</b>	<b>113</b>	<b>4</b>	<b>9</b>	<b>117</b>	<b>54</b>	<b>23</b>	<b>8</b>	<b>4</b>	<b>85</b>	<b>2</b>	<b>30</b>	<b>73</b>	<b>10</b>	<b>105</b>	<b>639</b>
<b>Approach %</b>	<b>67.8</b>	<b>27.7</b>	<b>4.5</b>	<b>-</b>	<b>-</b>	<b>0.0</b>	<b>96.6</b>	<b>3.4</b>	<b>-</b>	<b>-</b>	<b>63.5</b>	<b>27.1</b>	<b>9.4</b>	<b>-</b>	<b>-</b>	<b>1.9</b>	<b>28.6</b>	<b>69.5</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total %</b>	<b>35.2</b>	<b>14.4</b>	<b>2.3</b>	<b>-</b>	<b>52.0</b>	<b>0.0</b>	<b>17.7</b>	<b>0.6</b>	<b>-</b>	<b>18.3</b>	<b>8.5</b>	<b>3.6</b>	<b>1.3</b>	<b>-</b>	<b>13.3</b>	<b>0.3</b>	<b>4.7</b>	<b>11.4</b>	<b>-</b>	<b>16.4</b>	<b>-</b>
<b>PHF</b>	<b>0.750</b>	<b>0.793</b>	<b>0.536</b>	<b>-</b>	<b>0.798</b>	<b>0.000</b>	<b>0.743</b>	<b>0.500</b>	<b>-</b>	<b>0.770</b>	<b>0.711</b>	<b>0.719</b>	<b>0.500</b>	<b>-</b>	<b>0.850</b>	<b>0.500</b>	<b>0.682</b>	<b>0.629</b>	<b>-</b>	<b>0.750</b>	<b>0.823</b>
Lights	225	87	15	-	327	0	109	4	-	113	50	23	8	-	81	2	30	72	-	104	625
% Lights	100.0	94.6	100.0	-	98.5	-	96.5	100.0	-	96.6	92.6	100.0	100.0	-	95.3	100.0	100.0	98.6	-	99.0	97.8
Mediums	0	5	0	-	5	0	4	0	-	4	4	0	0	-	4	0	0	1	-	1	14
% Mediums	0.0	5.4	0.0	-	1.5	-	3.5	0.0	-	3.4	7.4	0.0	0.0	-	4.7	0.0	0.0	1.4	-	1.0	2.2
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	9	-	-	-	-	4	-	-	-	-	10	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-

### Turning Movement Peak Hour Data (4:30 PM)

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Esoteric Way Northbound					Private Drive Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
4:30 PM	101	60	15	0	176	0	50	1	12	51	23	13	4	1	40	0	9	21	10	30	297
4:45 PM	92	56	18	0	166	0	56	2	17	58	17	14	5	7	36	2	16	22	23	40	300
5:00 PM	75	52	14	0	141	0	55	0	12	55	29	8	4	0	41	3	19	24	12	46	283
5:15 PM	82	52	11	0	145	0	47	0	4	47	16	18	2	1	36	1	17	38	7	56	284
<b>Total</b>	<b>350</b>	<b>220</b>	<b>58</b>	<b>0</b>	<b>628</b>	<b>0</b>	<b>208</b>	<b>3</b>	<b>45</b>	<b>211</b>	<b>85</b>	<b>53</b>	<b>15</b>	<b>9</b>	<b>153</b>	<b>6</b>	<b>61</b>	<b>105</b>	<b>52</b>	<b>172</b>	<b>1164</b>
<b>Approach %</b>	<b>55.7</b>	<b>35.0</b>	<b>9.2</b>	<b>-</b>	<b>-</b>	<b>0.0</b>	<b>98.6</b>	<b>1.4</b>	<b>-</b>	<b>-</b>	<b>55.6</b>	<b>34.6</b>	<b>9.8</b>	<b>-</b>	<b>-</b>	<b>3.5</b>	<b>35.5</b>	<b>61.0</b>	<b>-</b>	<b>-</b>	<b>-</b>
<b>Total %</b>	<b>30.1</b>	<b>18.9</b>	<b>5.0</b>	<b>-</b>	<b>54.0</b>	<b>0.0</b>	<b>17.9</b>	<b>0.3</b>	<b>-</b>	<b>18.1</b>	<b>7.3</b>	<b>4.6</b>	<b>1.3</b>	<b>-</b>	<b>13.1</b>	<b>0.5</b>	<b>5.2</b>	<b>9.0</b>	<b>-</b>	<b>14.8</b>	<b>-</b>
<b>PHF</b>	<b>0.866</b>	<b>0.917</b>	<b>0.806</b>	<b>-</b>	<b>0.892</b>	<b>0.000</b>	<b>0.929</b>	<b>0.375</b>	<b>-</b>	<b>0.909</b>	<b>0.733</b>	<b>0.736</b>	<b>0.750</b>	<b>-</b>	<b>0.933</b>	<b>0.500</b>	<b>0.803</b>	<b>0.691</b>	<b>-</b>	<b>0.768</b>	<b>0.970</b>
Lights	350	220	54	-	624	0	204	3	-	207	82	52	15	-	149	6	60	105	-	171	1151
% Lights	100.0	100.0	93.1	-	99.4	-	98.1	100.0	-	98.1	96.5	98.1	100.0	-	97.4	100.0	98.4	100.0	-	99.4	98.9
Mediums	0	0	4	-	4	0	4	0	-	4	3	1	0	-	4	0	1	0	-	1	13
% Mediums	0.0	0.0	6.9	-	0.6	-	1.9	0.0	-	1.9	3.5	1.9	0.0	-	2.6	0.0	1.6	0.0	-	0.6	1.1
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	0.0	0.0	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	45	-	-	-	-	9	-	-	-	-	52	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

Grand Rapids, Michigan, United States 49525  
(616) 361-2664

Count Name: Hannah Blvd &  
Eyde Pkwy  
Site Code:  
Start Date: 01/13/2026  
Page No: 1

### Turning Movement Data

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Eyde Pkwy Northbound					Private Dr Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
7:00 AM	0	5	2	0	7	0	5	0	0	5	1	0	2	0	3	0	0	4	0	4	19
7:15 AM	0	4	3	0	7	2	11	0	1	13	3	0	0	0	3	0	0	3	0	3	26
7:30 AM	0	3	2	0	5	0	18	0	0	18	6	0	0	0	6	0	1	7	0	8	37
7:45 AM	0	5	1	0	6	2	17	0	2	19	2	0	1	0	3	0	1	4	2	5	33
Hourly Total	0	17	8	0	25	4	51	0	3	55	12	0	3	0	15	0	2	18	2	20	115
8:00 AM	0	5	1	0	6	2	19	0	3	21	3	0	1	0	4	0	1	11	0	12	43
8:15 AM	0	7	3	0	10	2	12	0	0	14	7	0	0	2	7	0	1	3	0	4	35
8:30 AM	0	10	3	0	13	0	13	0	1	13	6	0	2	2	8	0	1	4	0	5	39
8:45 AM	0	3	2	0	5	1	11	0	0	12	4	0	0	0	4	0	0	6	0	6	27
Hourly Total	0	25	9	0	34	5	55	0	4	60	20	0	3	4	23	0	3	24	0	27	144
01/13/2026	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-	-
4:00 PM	0	47	2	1	49	0	20	0	1	20	7	0	4	1	11	0	3	8	2	11	91
4:15 PM	0	22	4	0	26	0	12	0	0	12	3	0	3	3	6	0	1	4	5	5	49
4:30 PM	0	24	7	0	31	4	20	0	3	24	7	0	10	2	17	2	0	5	3	7	79
4:45 PM	0	29	5	0	34	2	19	0	0	21	8	0	5	5	13	0	3	7	9	10	78
Hourly Total	0	122	18	1	140	6	71	0	4	77	25	0	22	11	47	2	7	24	19	33	297
5:00 PM	0	26	7	0	33	3	21	0	1	24	10	0	3	1	13	0	0	7	4	7	77
5:15 PM	0	27	4	0	31	2	20	0	3	22	6	0	3	1	9	0	2	8	3	10	72
5:30 PM	0	31	4	0	35	2	24	0	1	26	5	0	3	5	8	1	2	10	3	13	82
5:45 PM	0	23	4	0	27	0	15	0	0	15	7	0	3	2	10	2	1	12	1	15	67
Hourly Total	0	107	19	0	126	7	80	0	5	87	28	0	12	9	40	3	5	37	11	45	298
Grand Total	0	271	54	1	325	22	257	0	16	279	85	0	40	24	125	5	17	103	32	125	854
Approach %	0.0	83.4	16.6	-	-	7.9	92.1	0.0	-	-	68.0	0.0	32.0	-	-	4.0	13.6	82.4	-	-	-
Total %	0.0	31.7	6.3	-	38.1	2.6	30.1	0.0	-	32.7	10.0	0.0	4.7	-	14.6	0.6	2.0	12.1	-	14.6	-
Lights	0	263	54	-	317	22	257	0	-	279	69	0	31	-	100	4	17	103	-	124	820
% Lights	-	97.0	100.0	-	97.5	100.0	100.0	-	-	100.0	81.2	-	77.5	-	80.0	80.0	100.0	100.0	-	99.2	96.0
Mediums	0	8	0	-	8	0	0	0	-	0	16	0	9	-	25	1	0	0	-	1	34
% Mediums	-	3.0	0.0	-	2.5	0.0	0.0	-	-	0.0	18.8	-	22.5	-	20.0	20.0	0.0	0.0	-	0.8	4.0
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	1	-	-	-	-	16	-	-	-	-	24	-	-	-	-	32	-	-
% Pedestrians	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-



Progressive Companies  
1811 4 Mile Rd NE

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Count Name: Hannah Blvd &  
Eyde Pkwy  
Site Code:  
Start Date: 01/13/2026  
Page No: 2

### Turning Movement Peak Hour Data (7:45 AM)

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Eyde Pkwy Northbound					Private Dr Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
7:45 AM	0	5	1	0	6	2	17	0	2	19	2	0	1	0	3	0	1	4	2	5	33
8:00 AM	0	5	1	0	6	2	19	0	3	21	3	0	1	0	4	0	1	11	0	12	43
8:15 AM	0	7	3	0	10	2	12	0	0	14	7	0	0	2	7	0	1	3	0	4	35
8:30 AM	0	10	3	0	13	0	13	0	1	13	6	0	2	2	8	0	1	4	0	5	39
Total	0	27	8	0	35	6	61	0	6	67	18	0	4	4	22	0	4	22	2	26	150
Approach %	0.0	77.1	22.9	-	-	9.0	91.0	0.0	-	-	81.8	0.0	18.2	-	-	0.0	15.4	84.6	-	-	-
Total %	0.0	18.0	5.3	-	23.3	4.0	40.7	0.0	-	44.7	12.0	0.0	2.7	-	14.7	0.0	2.7	14.7	-	17.3	-
PHF	0.000	0.675	0.667	-	0.673	0.750	0.803	0.000	-	0.798	0.643	0.000	0.500	-	0.688	0.000	1.000	0.500	-	0.542	0.872
Lights	0	22	8	-	30	6	61	0	-	67	14	0	4	-	18	0	4	22	-	26	141
% Lights	-	81.5	100.0	-	85.7	100.0	100.0	-	-	100.0	77.8	-	100.0	-	81.8	-	100.0	100.0	-	100.0	94.0
Mediums	0	5	0	-	5	0	0	0	-	0	4	0	0	-	4	0	0	0	-	0	9
% Mediums	-	18.5	0.0	-	14.3	0.0	0.0	-	-	0.0	22.2	-	0.0	-	18.2	-	0.0	0.0	-	0.0	6.0
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	-	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	6	-	-	-	-	4	-	-	-	-	2	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-

### Turning Movement Peak Hour Data (4:45 PM)

01/13/2026	Hannah Blvd Eastbound					Hannah Blvd Westbound					Eyde Pkwy Northbound					Private Dr Southbound					Int. Total
	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	Left	Thru	Right	Peds	App. Total	
4:45 PM	0	29	5	0	34	2	19	0	0	21	8	0	5	5	13	0	3	7	9	10	78
5:00 PM	0	26	7	0	33	3	21	0	1	24	10	0	3	1	13	0	0	7	4	7	77
5:15 PM	0	27	4	0	31	2	20	0	3	22	6	0	3	1	9	0	2	8	3	10	72
5:30 PM	0	31	4	0	35	2	24	0	1	26	5	0	3	5	8	1	2	10	3	13	82
Total	0	113	20	0	133	9	84	0	5	93	29	0	14	12	43	1	7	32	19	40	309
Approach %	0.0	85.0	15.0	-	-	9.7	90.3	0.0	-	-	67.4	0.0	32.6	-	-	2.5	17.5	80.0	-	-	-
Total %	0.0	36.6	6.5	-	43.0	2.9	27.2	0.0	-	30.1	9.4	0.0	4.5	-	13.9	0.3	2.3	10.4	-	12.9	-
PHF	0.000	0.911	0.714	-	0.950	0.750	0.875	0.000	-	0.894	0.725	0.000	0.700	-	0.827	0.250	0.583	0.800	-	0.769	0.942
Lights	0	113	20	-	133	9	84	0	-	93	25	0	10	-	35	1	7	32	-	40	301
% Lights	-	100.0	100.0	-	100.0	100.0	100.0	-	-	100.0	86.2	-	71.4	-	81.4	100.0	100.0	100.0	-	100.0	97.4
Mediums	0	0	0	-	0	0	0	0	-	0	4	0	4	-	8	0	0	0	-	0	8
% Mediums	-	0.0	0.0	-	0.0	0.0	0.0	-	-	0.0	13.8	-	28.6	-	18.6	0.0	0.0	0.0	-	0.0	2.6
Articulated Trucks	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0	0	0	-	0	0
% Articulated Trucks	-	0.0	0.0	-	0.0	0.0	0.0	-	-	0.0	0.0	-	0.0	-	0.0	0.0	0.0	0.0	-	0.0	0.0
Pedestrians	-	-	-	0	-	-	-	-	5	-	-	-	-	12	-	-	-	-	19	-	-
% Pedestrians	-	-	-	-	-	-	-	-	100.0	-	-	-	-	100.0	-	-	-	-	100.0	-	-

## SYNCHRO ANALYSIS RESULTS

Queues

1: Hagadorn Rd & Eyde Pkwy



Lane Group	WBL	NBT	SBL	SBT
Lane Group Flow (vph)	179	976	106	462
v/c Ratio	0.65	0.51	0.48	0.18
Control Delay	37.0	14.0	45.7	3.6
Queue Delay	0.0	0.0	0.0	0.0
Total Delay	37.0	14.0	45.7	3.6
Queue Length 50th (ft)	69	159	55	31
Queue Length 95th (ft)	94	205	93	38
Internal Link Dist (ft)	823	982		755
Turn Bay Length (ft)			90	
Base Capacity (vph)	333	1921	293	2577
Starvation Cap Reductn	0	0	0	0
Spillback Cap Reductn	0	0	0	0
Storage Cap Reductn	0	0	0	0
Reduced v/c Ratio	0.54	0.51	0.36	0.18

Intersection Summary

HCM Signalized Intersection Capacity Analysis  
 1: Hagadorn Rd & Eyde Pkwy

Capstone Collegiate Communities - TIS  
 Existing AM Peak



Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations	↙		↕↘		↙	↕↘
Traffic Volume (vph)	79	48	634	146	87	379
Future Volume (vph)	79	48	634	146	87	379
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0		5.5		6.0	5.5
Lane Util. Factor	1.00		0.95		1.00	0.95
Frpb, ped/bikes	1.00		0.99		1.00	1.00
Flpb, ped/bikes	1.00		1.00		1.00	1.00
Frt	0.95		0.97		1.00	1.00
Flt Protected	0.97		1.00		0.95	1.00
Satd. Flow (prot)	1748		3487		1805	3610
Flt Permitted	0.97		1.00		0.95	1.00
Satd. Flow (perm)	1748		3487		1805	3610
Peak-hour factor, PHF	0.71	0.71	0.80	0.80	0.82	0.82
Adj. Flow (vph)	111	68	792	182	106	462
RTOR Reduction (vph)	28	0	15	0	0	0
Lane Group Flow (vph)	151	0	961	0	106	462
Confl. Peds. (#/hr)	4			5	5	
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	Prot		NA		Prot	NA
Protected Phases	4		2		1	6
Permitted Phases	4					
Actuated Green, G (s)	11.4		42.5		8.6	57.1
Effective Green, g (s)	11.4		42.5		8.6	57.1
Actuated g/C Ratio	0.14		0.53		0.11	0.71
Clearance Time (s)	6.0		5.5		6.0	5.5
Vehicle Extension (s)	3.0		0.2		3.0	0.2
Lane Grp Cap (vph)	249		1852		194	2576
v/s Ratio Prot	c0.09		c0.28		c0.06	0.13
v/s Ratio Perm						
v/c Ratio	0.61		0.52		0.55	0.18
Uniform Delay, d1	32.2		12.1		33.9	3.8
Progression Factor	1.00		1.00		1.20	0.84
Incremental Delay, d2	4.1		1.0		3.1	0.1
Delay (s)	36.3		13.2		43.8	3.3
Level of Service	D		B		D	A
Approach Delay (s)	36.3		13.2			10.9
Approach LOS	D		B			B
<b>Intersection Summary</b>						
HCM 2000 Control Delay			14.8		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.57			
Actuated Cycle Length (s)			80.0		Sum of lost time (s)	20.5
Intersection Capacity Utilization			49.0%		ICU Level of Service	A
Analysis Period (min)			15			

c Critical Lane Group













Queues  
2: Hagadorn Rd & Service Rd/Hannah Blvd



Lane Group	EBT	WBT	WBR	NBT	NBR	SBT
Lane Group Flow (vph)	268	245	108	641	377	673
v/c Ratio	0.43	0.42	0.33	0.26	0.31	0.28
Control Delay	24.4	25.8	8.8	2.8	0.6	6.1
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.4	25.8	8.8	2.8	0.6	6.1
Queue Length 50th (ft)	48	49	0	25	0	60
Queue Length 95th (ft)	73	75	39	33	0	102
Internal Link Dist (ft)	509	819		755		1166
Turn Bay Length (ft)			85		175	
Base Capacity (vph)	1037	979	488	2428	1209	2428
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.26	0.25	0.22	0.26	0.31	0.28
<b>Intersection Summary</b>						

HCM Signalized Intersection Capacity Analysis  
2: Hagadorn Rd & Service Rd/Hannah Blvd

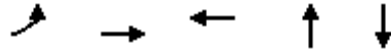
Capstone Collegiate Communities - TIS  
Existing AM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↑		↑↑	↑		↑↑	↑
Traffic Volume (vph)	0	171	59	0	164	143	0	526	309	0	599	0
Future Volume (vph)	0	171	59	0	164	143	0	526	309	0	599	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0	6.0		7.0	7.0		7.0	
Lane Util. Factor		0.95			0.91	0.91		0.95	1.00		0.95	
Frbp, ped/bikes		1.00			1.00	0.98		1.00	1.00		1.00	
Flpb, ped/bikes		1.00			1.00	1.00		1.00	1.00		1.00	
Frt		0.96			0.97	0.85		1.00	0.85		1.00	
Flt Protected		1.00			1.00	1.00		1.00	1.00		1.00	
Satd. Flow (prot)		3458			3294	1431		3610	1615		3610	
Flt Permitted		1.00			1.00	1.00		1.00	1.00		1.00	
Satd. Flow (perm)		3458			3294	1431		3610	1615		3610	
Peak-hour factor, PHF	0.86	0.86	0.86	0.87	0.87	0.87	0.82	0.82	0.82	0.89	0.89	0.89
Adj. Flow (vph)	0	199	69	0	189	164	0	641	377	0	673	0
RTOR Reduction (vph)	0	51	0	0	38	90	0	0	123	0	0	0
Lane Group Flow (vph)	0	217	0	0	207	18	0	641	254	0	673	0
Confl. Peds. (#/hr)	7		1	1		7	3					3
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%	0%
Turn Type		NA			NA	Perm		NA	Perm		NA	Perm
Protected Phases		2			4			1			3	
Permitted Phases						4			1			3
Actuated Green, G (s)		13.2			13.2	13.2		53.8	53.8		53.8	
Effective Green, g (s)		13.2			13.2	13.2		53.8	53.8		53.8	
Actuated g/C Ratio		0.16			0.16	0.16		0.67	0.67		0.67	
Clearance Time (s)		6.0			6.0	6.0		7.0	7.0		7.0	
Vehicle Extension (s)		5.0			5.0	5.0		0.2	0.2		0.2	
Lane Grp Cap (vph)		570			543	236		2427	1086		2427	
v/s Ratio Prot		0.06			c0.06			0.18			c0.19	
v/s Ratio Perm						0.01			0.16			
v/c Ratio		0.38			0.38	0.08		0.26	0.23		0.28	
Uniform Delay, d1		29.8			29.8	28.2		5.2	5.1		5.3	
Progression Factor		1.00			1.00	1.00		0.45	0.01		1.00	
Incremental Delay, d2		0.9			0.9	0.3		0.2	0.5		0.3	
Delay (s)		30.6			30.7	28.5		2.6	0.5		5.6	
Level of Service		C			C	C		A	A		A	
Approach Delay (s)		30.6			30.0			1.8			5.6	
Approach LOS		C			C			A			A	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			10.6				HCM 2000 Level of Service		B			
HCM 2000 Volume to Capacity ratio			0.30									
Actuated Cycle Length (s)			80.0				Sum of lost time (s)		13.0			
Intersection Capacity Utilization			53.3%				ICU Level of Service		A			
Analysis Period (min)			15									

c Critical Lane Group

Queues

3: Esoteric Way/Driveway & Hannah Blvd



Lane Group	EBL	EBT	WBT	NBT	SBT
Lane Group Flow (vph)	281	134	152	100	140
v/c Ratio	0.30	0.05	0.10	0.41	0.40
Control Delay	6.6	4.1	12.9	25.5	12.0
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	6.6	4.1	12.9	25.5	12.0
Queue Length 50th (ft)	35	6	17	30	14
Queue Length 95th (ft)	68	15	32	59	37
Internal Link Dist (ft)		819	606	729	236
Turn Bay Length (ft)	205				
Base Capacity (vph)	931	2483	1498	497	632
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.30	0.05	0.10	0.20	0.22

Intersection Summary

HCM Signalized Intersection Capacity Analysis  
3: Esoteric Way/Driveway & Hannah Blvd

Capstone Collegiate Communities - TIS  
Existing AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations												
Traffic Volume (vph)	225	92	15	0	113	4	54	23	8	2	30	73
Future Volume (vph)	225	92	15	0	113	4	54	23	8	2	30	73
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0			6.0	
Lane Util. Factor	1.00	0.95			0.95			1.00			1.00	
Frbp, ped/bikes	1.00	1.00			1.00			1.00			1.00	
Flpb, ped/bikes	0.99	1.00			1.00			1.00			1.00	
Frt	1.00	0.98			1.00			0.99			0.91	
Flt Protected	0.95	1.00			1.00			0.97			1.00	
Satd. Flow (prot)	1781	3520			3587			1814			1720	
Flt Permitted	0.66	1.00			1.00			0.79			0.99	
Satd. Flow (perm)	1229	3520			3587			1476			1705	
Peak-hour factor, PHF	0.80	0.80	0.80	0.77	0.77	0.77	0.85	0.85	0.85	0.75	0.75	0.75
Adj. Flow (vph)	281	115	19	0	147	5	64	27	9	3	40	97
RTOR Reduction (vph)	0	6	0	0	3	0	0	8	0	0	84	0
Lane Group Flow (vph)	281	128	0	0	149	0	0	92	0	0	56	0
Confl. Peds. (#/hr)	10		4	4		10			9	9		
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			8			4	
Permitted Phases	6						8			4		
Actuated Green, G (s)	39.8	39.8			23.8			8.2			8.2	
Effective Green, g (s)	39.8	39.8			23.8			8.2			8.2	
Actuated g/C Ratio	0.66	0.66			0.40			0.14			0.14	
Clearance Time (s)	6.0	6.0			6.0			6.0			6.0	
Vehicle Extension (s)	3.0	0.2			0.2			3.0			3.0	
Lane Grp Cap (vph)	907	2334			1422			201			233	
v/s Ratio Prot	c0.05	0.04			0.04							
v/s Ratio Perm	c0.15							c0.06			0.03	
v/c Ratio	0.31	0.05			0.10			0.46			0.24	
Uniform Delay, d1	4.4	3.5			11.4			23.9			23.1	
Progression Factor	1.00	1.00			1.00			1.01			1.00	
Incremental Delay, d2	0.2	0.0			0.1			1.7			0.5	
Delay (s)	4.6	3.6			11.5			25.6			23.7	
Level of Service	A	A			B			C			C	
Approach Delay (s)		4.3			11.5			25.6			23.7	
Approach LOS		A			B			C			C	

Intersection Summary

HCM 2000 Control Delay	11.7	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.38		
Actuated Cycle Length (s)	60.0	Sum of lost time (s)	18.0
Intersection Capacity Utilization	43.8%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

Intersection												
Int Delay, s/veh	3.6											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	27	8	6	61	0	18	0	4	0	4	22
Future Vol, veh/h	0	27	8	6	61	0	18	0	4	0	4	22
Conflicting Peds, #/hr	2	0	4	4	0	2	0	0	6	6	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	67	67	67	80	80	80	69	69	69	60	60	60
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	0	40	12	8	76	0	26	0	6	0	7	37

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	78	0	0	56	0	0	164	144	56	149	150	78
Stage 1	-	-	-	-	-	-	50	50	-	94	94	-
Stage 2	-	-	-	-	-	-	114	94	-	55	56	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1533	-	-	1562	-	-	805	751	1016	824	745	988
Stage 1	-	-	-	-	-	-	968	857	-	918	821	-
Stage 2	-	-	-	-	-	-	896	821	-	962	852	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1530	-	-	1557	-	-	764	743	1008	811	738	986
Mov Cap-2 Maneuver	-	-	-	-	-	-	764	743	-	811	738	-
Stage 1	-	-	-	-	-	-	965	854	-	916	815	-
Stage 2	-	-	-	-	-	-	851	815	-	952	849	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.7			9.7			9		
HCM LOS							A			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	799	1530	-	-	1557	-	-	938
HCM Lane V/C Ratio	0.04	-	-	-	0.005	-	-	0.046
HCM Control Delay (s)	9.7	0	-	-	7.3	0	-	9
HCM Lane LOS	A	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.1	0	-	-	0	-	-	0.1

Intersection						
Int Delay, s/veh	2.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Traffic Vol, veh/h	29	78	38	10	8	26
Future Vol, veh/h	29	78	38	10	8	26
Conflicting Peds, #/hr	1	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	75	75	71	71
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	45	122	51	13	11	37

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	65	0	-	0	271 59
Stage 1	-	-	-	-	59 -
Stage 2	-	-	-	-	212 -
Critical Hdwy	4.1	-	-	-	6.4 6.2
Critical Hdwy Stg 1	-	-	-	-	5.4 -
Critical Hdwy Stg 2	-	-	-	-	5.4 -
Follow-up Hdwy	2.2	-	-	-	3.5 3.3
Pot Cap-1 Maneuver	1550	-	-	-	723 1012
Stage 1	-	-	-	-	969 -
Stage 2	-	-	-	-	828 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1549	-	-	-	699 1011
Mov Cap-2 Maneuver	-	-	-	-	699 -
Stage 1	-	-	-	-	938 -
Stage 2	-	-	-	-	827 -

Approach	EB	WB	SB
HCM Control Delay, s	2	0	9.2
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1549	-	-	-	915
HCM Lane V/C Ratio	0.029	-	-	-	0.052
HCM Control Delay (s)	7.4	0	-	-	9.2
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Queues

1: Hagadorn Rd & Eyde Pkwy















Lane Group	WBL	NBT	SBL	SBT
Lane Group Flow (vph)	384	896	70	870
v/c Ratio	0.82	0.53	0.53	0.40
Control Delay	40.5	17.1	50.3	8.7
Queue Delay	0.0	0.0	0.0	0.0
Total Delay	40.5	17.1	50.3	8.7
Queue Length 50th (ft)	165	166	36	67
Queue Length 95th (ft)	256	238	m67	136
Internal Link Dist (ft)	823	982		755
Turn Bay Length (ft)			90	
Base Capacity (vph)	547	1689	135	2170
Starvation Cap Reductn	0	0	0	0
Spillback Cap Reductn	0	0	0	0
Storage Cap Reductn	0	0	0	0
Reduced v/c Ratio	0.70	0.53	0.52	0.40

Intersection Summary

m Volume for 95th percentile queue is metered by upstream signal.

HCM Signalized Intersection Capacity Analysis  
 1: Hagadorn Rd & Eyde Pkwy

Capstone Collegiate Communities - TIS  
 Existing PM Peak

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			 			 
Traffic Volume (vph)	249	104	697	137	61	757
Future Volume (vph)	249	104	697	137	61	757
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0		5.5		6.0	5.5
Lane Util. Factor	1.00		0.95		1.00	0.95
Frpb, ped/bikes	1.00		0.99		1.00	1.00
Flpb, ped/bikes	1.00		1.00		1.00	1.00
Frt	0.96		0.98		1.00	1.00
Flt Protected	0.97		1.00		0.95	1.00
Satd. Flow (prot)	1762		3483		1805	3610
Flt Permitted	0.97		1.00		0.95	1.00
Satd. Flow (perm)	1762		3483		1805	3610
Peak-hour factor, PHF	0.92	0.92	0.93	0.93	0.87	0.87
Adj. Flow (vph)	271	113	749	147	70	870
RTOR Reduction (vph)	20	0	14	0	0	0
Lane Group Flow (vph)	364	0	882	0	70	870
Confl. Peds. (#/hr)	5			17	17	
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	Prot		NA		Prot	NA
Protected Phases	4		2		1	6
Permitted Phases	4					
Actuated Green, G (s)	20.4		37.3		4.8	48.1
Effective Green, g (s)	20.4		37.3		4.8	48.1
Actuated g/C Ratio	0.25		0.47		0.06	0.60
Clearance Time (s)	6.0		5.5		6.0	5.5
Vehicle Extension (s)	3.0		0.2		3.0	0.2
Lane Grp Cap (vph)	449		1623		108	2170
v/s Ratio Prot	c0.21		c0.25		0.04	c0.24
v/s Ratio Perm						
v/c Ratio	0.81		0.54		0.65	0.40
Uniform Delay, d1	28.0		15.3		36.8	8.4
Progression Factor	1.00		1.00		1.04	0.90
Incremental Delay, d2	10.6		1.3		10.8	0.5
Delay (s)	38.6		16.6		49.1	8.0
Level of Service	D		B		D	A
Approach Delay (s)	38.6		16.6			11.1
Approach LOS	D		B			B
<b>Intersection Summary</b>						
HCM 2000 Control Delay			18.1		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.67			
Actuated Cycle Length (s)			80.0		Sum of lost time (s)	20.5
Intersection Capacity Utilization			62.8%		ICU Level of Service	B
Analysis Period (min)			15			

c Critical Lane Group













Queues  
2: Hagadorn Rd & Service Rd/Hannah Blvd



Lane Group	EBT	WBT	WBR	NBT	NBR	SBT	SBR
Lane Group Flow (vph)	711	500	228	735	482	1048	120
v/c Ratio	0.66	0.47	0.43	0.38	0.51	0.54	0.13
Control Delay	24.7	17.7	9.7	6.3	4.3	14.1	2.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	24.7	17.7	9.7	6.3	4.3	14.1	2.6
Queue Length 50th (ft)	142	77	27	49	21	177	0
Queue Length 95th (ft)	187	113	79	65	42	242	24
Internal Link Dist (ft)	509	819		755		1166	
Turn Bay Length (ft)			85		175		190
Base Capacity (vph)	1203	1172	580	1931	939	1931	904
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.59	0.43	0.39	0.38	0.51	0.54	0.13
<b>Intersection Summary</b>							

HCM Signalized Intersection Capacity Analysis  
2: Hagadorn Rd & Service Rd/Hannah Blvd

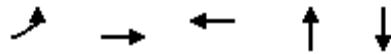
Capstone Collegiate Communities - TIS  
Existing PM Peak

												
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↑		↑↑	↑		↑↑	↑
Traffic Volume (vph)	0	430	195	0	279	354	0	691	453	0	964	110
Future Volume (vph)	0	430	195	0	279	354	0	691	453	0	964	110
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0	6.0		7.0	7.0		7.0	7.0
Lane Util. Factor		0.95			0.91	0.91		0.95	1.00		0.95	1.00
Frbp, ped/bikes		1.00			0.99	0.96		1.00	1.00		1.00	0.98
Flpb, ped/bikes		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Frt		0.95			0.95	0.85		1.00	0.85		1.00	0.85
Flt Protected		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Satd. Flow (prot)		3441			3225	1410		3610	1615		3610	1587
Flt Permitted		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Satd. Flow (perm)		3441			3225	1410		3610	1615		3610	1587
Peak-hour factor, PHF	0.88	0.88	0.88	0.87	0.87	0.87	0.94	0.94	0.94	0.92	0.92	0.92
Adj. Flow (vph)	0	489	222	0	321	407	0	735	482	0	1048	120
RTOR Reduction (vph)	0	45	0	0	89	110	0	0	76	0	0	56
Lane Group Flow (vph)	0	666	0	0	411	118	0	735	406	0	1048	64
Confl. Peds. (#/hr)	44					44	8					8
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Turn Type		NA			NA	Perm		NA	Perm		NA	Perm
Protected Phases		2			4			1			3	
Permitted Phases						4			1			3
Actuated Green, G (s)		24.2			24.2	24.2		42.8	42.8		42.8	42.8
Effective Green, g (s)		24.2			24.2	24.2		42.8	42.8		42.8	42.8
Actuated g/C Ratio		0.30			0.30	0.30		0.53	0.53		0.53	0.53
Clearance Time (s)		6.0			6.0	6.0		7.0	7.0		7.0	7.0
Vehicle Extension (s)		5.0			5.0	5.0		0.2	0.2		0.2	0.2
Lane Grp Cap (vph)		1040			975	426		1931	864		1931	849
v/s Ratio Prot		c0.19			0.13			0.20			c0.29	
v/s Ratio Perm						0.08			0.25			0.04
v/c Ratio		0.64			0.42	0.28		0.38	0.47		0.54	0.08
Uniform Delay, d1		24.1			22.3	21.2		10.9	11.6		12.2	9.0
Progression Factor		1.00			1.00	1.00		0.50	0.29		1.00	1.00
Incremental Delay, d2		1.9			0.6	0.7		0.5	1.7		1.1	0.2
Delay (s)		26.0			22.9	22.0		5.9	5.1		13.3	9.2
Level of Service		C			C	C		A	A		B	A
Approach Delay (s)		26.0			22.6			5.6			12.9	
Approach LOS		C			C			A			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			14.9				HCM 2000 Level of Service		B			
HCM 2000 Volume to Capacity ratio			0.58									
Actuated Cycle Length (s)			80.0				Sum of lost time (s)		13.0			
Intersection Capacity Utilization			68.0%				ICU Level of Service		C			
Analysis Period (min)			15									

c Critical Lane Group

Queues

3: Esoteric Way/Driveway & Hannah Blvd
























Lane Group	EBL	EBT	WBT	NBT	SBT
Lane Group Flow (vph)	393	312	232	164	223
v/c Ratio	0.52	0.15	0.19	0.64	0.49
Control Delay	12.5	5.1	16.0	31.8	12.2
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	12.5	5.1	16.0	31.8	12.2
Queue Length 50th (ft)	63	17	30	52	27
Queue Length 95th (ft)	136	40	61	95	52
Internal Link Dist (ft)		819	606	729	236
Turn Bay Length (ft)	205				
Base Capacity (vph)	750	2107	1197	419	662
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.52	0.15	0.19	0.39	0.34

Intersection Summary

HCM Signalized Intersection Capacity Analysis  
3: Esoteric Way/Driveway & Hannah Blvd

Capstone Collegiate Communities - TIS  
Existing PM Peak

													
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations		 			 			 				 	
Traffic Volume (vph)	350	220	58	0	208	3	85	53	15	6	61	105	
Future Volume (vph)	350	220	58	0	208	3	85	53	15	6	61	105	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Total Lost time (s)	6.0	6.0			6.0			6.0			6.0		
Lane Util. Factor	1.00	0.95			0.95			1.00			1.00		
Frbp, ped/bikes	1.00	0.99			1.00			0.99			1.00		
Flpb, ped/bikes	0.94	1.00			1.00			1.00			1.00		
Frt	1.00	0.97			1.00			0.99			0.92		
Flt Protected	0.95	1.00			1.00			0.97			1.00		
Satd. Flow (prot)	1701	3472			3596			1813			1738		
Flt Permitted	0.61	1.00			1.00			0.66			0.98		
Satd. Flow (perm)	1087	3472			3596			1236			1714		
Peak-hour factor, PHF	0.89	0.89	0.89	0.91	0.91	0.91	0.93	0.93	0.93	0.77	0.77	0.77	
Adj. Flow (vph)	393	247	65	0	229	3	91	57	16	8	79	136	
RTOR Reduction (vph)	0	26	0	0	1	0	0	8	0	0	109	0	
Lane Group Flow (vph)	393	286	0	0	231	0	0	156	0	0	114	0	
Confl. Peds. (#/hr)	52		9	9		52			45	45			
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Turn Type	pm+pt	NA			NA		Perm	NA		Perm	NA		
Protected Phases	1	6			2			8			4		
Permitted Phases	6						8			4			
Actuated Green, G (s)	36.0	36.0			20.0			12.0			12.0		
Effective Green, g (s)	36.0	36.0			20.0			12.0			12.0		
Actuated g/C Ratio	0.60	0.60			0.33			0.20			0.20		
Clearance Time (s)	6.0	6.0			6.0			6.0			6.0		
Vehicle Extension (s)	3.0	0.2			0.2			3.0			3.0		
Lane Grp Cap (vph)	754	2083			1198			247			342		
v/s Ratio Prot	c0.09	0.08			0.06								
v/s Ratio Perm	c0.23							c0.13			0.07		
v/c Ratio	0.52	0.14			0.19			0.63			0.33		
Uniform Delay, d1	7.5	5.2			14.2			22.0			20.6		
Progression Factor	1.00	1.00			1.00			1.01			1.00		
Incremental Delay, d2	0.7	0.1			0.4			5.2			0.6		
Delay (s)	8.2	5.4			14.6			27.5			21.2		
Level of Service	A	A			B			C			C		
Approach Delay (s)		6.9			14.6			27.5			21.2		
Approach LOS		A			B			C			C		
<b>Intersection Summary</b>													
HCM 2000 Control Delay			13.2									HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.62										
Actuated Cycle Length (s)			60.0									Sum of lost time (s)	18.0
Intersection Capacity Utilization			79.4%									ICU Level of Service	D
Analysis Period (min)			15										
c Critical Lane Group													

Intersection												
Int Delay, s/veh	3.2											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	113	20	9	84	0	29	0	14	1	7	32
Future Vol, veh/h	0	113	20	9	84	0	29	0	14	1	7	32
Conflicting Peds, #/hr	19	0	12	12	0	19	0	0	5	5	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	89	89	89	83	83	83	77	77	77
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	0	119	21	10	94	0	35	0	17	1	9	42

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	113	0	0	152	0	0	282	275	147	276	285	113
Stage 1	-	-	-	-	-	-	142	142	-	133	133	-
Stage 2	-	-	-	-	-	-	140	133	-	143	152	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1489	-	-	1441	-	-	674	636	905	680	628	945
Stage 1	-	-	-	-	-	-	866	783	-	875	790	-
Stage 2	-	-	-	-	-	-	868	790	-	865	775	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1465	-	-	1427	-	-	627	615	892	650	607	930
Mov Cap-2 Maneuver	-	-	-	-	-	-	627	615	-	650	607	-
Stage 1	-	-	-	-	-	-	857	775	-	861	772	-
Stage 2	-	-	-	-	-	-	814	772	-	845	767	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.7			10.6			9.6		
HCM LOS							B			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	694	1465	-	-	1427	-	-	842
HCM Lane V/C Ratio	0.075	-	-	-	0.007	-	-	0.062
HCM Control Delay (s)	10.6	0	-	-	7.5	0	-	9.6
HCM Lane LOS	B	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.2

Intersection						
Int Delay, s/veh	4					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Traffic Vol, veh/h	71	94	105	19	14	65
Future Vol, veh/h	71	94	105	19	14	65
Conflicting Peds, #/hr	2	0	0	2	4	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	76	76	64	64
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	75	99	138	25	22	102

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	165	0	-	0	406 153
Stage 1	-	-	-	-	153 -
Stage 2	-	-	-	-	253 -
Critical Hdwy	4.1	-	-	-	6.4 6.2
Critical Hdwy Stg 1	-	-	-	-	5.4 -
Critical Hdwy Stg 2	-	-	-	-	5.4 -
Follow-up Hdwy	2.2	-	-	-	3.5 3.3
Pot Cap-1 Maneuver	1426	-	-	-	605 898
Stage 1	-	-	-	-	880 -
Stage 2	-	-	-	-	794 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1424	-	-	-	569 897
Mov Cap-2 Maneuver	-	-	-	-	569 -
Stage 1	-	-	-	-	829 -
Stage 2	-	-	-	-	792 -

Approach	EB	WB	SB
HCM Control Delay, s	3.3	0	10.2
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1424	-	-	-	814
HCM Lane V/C Ratio	0.052	-	-	-	0.152
HCM Control Delay (s)	7.7	0	-	-	10.2
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.5

Queues

1: Hagadorn Rd & Eyde Pkwy















Lane Group	WBL	NBT	SBL	SBT
Lane Group Flow (vph)	200	1005	117	476
v/c Ratio	0.70	0.53	0.51	0.19
Control Delay	39.4	14.7	45.6	3.7
Queue Delay	0.0	0.0	0.0	0.0
Total Delay	39.4	14.7	45.6	3.7
Queue Length 50th (ft)	77	173	61	32
Queue Length 95th (ft)	104	213	101	39
Internal Link Dist (ft)	823	982		755
Turn Bay Length (ft)			90	
Base Capacity (vph)	335	1892	293	2560
Starvation Cap Reductn	0	0	0	0
Spillback Cap Reductn	0	0	0	0
Storage Cap Reductn	0	0	0	0
Reduced v/c Ratio	0.60	0.53	0.40	0.19

Intersection Summary

HCM Signalized Intersection Capacity Analysis  
 1: Hagadorn Rd & Eyde Pkwy

Capstone Collegiate Communities - TIS  
 Future (2029) AM Peak

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			 			 
Traffic Volume (vph)	85	57	653	151	96	390
Future Volume (vph)	85	57	653	151	96	390
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0		5.5		6.0	5.5
Lane Util. Factor	1.00		0.95		1.00	0.95
Frpb, ped/bikes	1.00		0.99		1.00	1.00
Flpb, ped/bikes	1.00		1.00		1.00	1.00
Frt	0.95		0.97		1.00	1.00
Flt Protected	0.97		1.00		0.95	1.00
Satd. Flow (prot)	1745		3486		1805	3610
Flt Permitted	0.97		1.00		0.95	1.00
Satd. Flow (perm)	1745		3486		1805	3610
Peak-hour factor, PHF	0.71	0.71	0.80	0.80	0.82	0.82
Adj. Flow (vph)	120	80	816	189	117	476
RTOR Reduction (vph)	31	0	16	0	0	0
Lane Group Flow (vph)	169	0	989	0	117	476
Confl. Peds. (#/hr)	4			5	5	
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	Prot		NA		Prot	NA
Protected Phases	4		2		1	6
Permitted Phases	4					
Actuated Green, G (s)	11.8		41.8		8.9	56.7
Effective Green, g (s)	11.8		41.8		8.9	56.7
Actuated g/C Ratio	0.15		0.52		0.11	0.71
Clearance Time (s)	6.0		5.5		6.0	5.5
Vehicle Extension (s)	3.0		0.2		3.0	0.2
Lane Grp Cap (vph)	257		1821		200	2558
v/s Ratio Prot	c0.10		c0.28		c0.06	0.13
v/s Ratio Perm						
v/c Ratio	0.66		0.54		0.58	0.19
Uniform Delay, d1	32.2		12.7		33.8	3.9
Progression Factor	1.00		1.00		1.18	0.84
Incremental Delay, d2	6.0		1.2		4.2	0.2
Delay (s)	38.2		13.9		44.2	3.4
Level of Service	D		B		D	A
Approach Delay (s)	38.2		13.9			11.5
Approach LOS	D		B			B
<b>Intersection Summary</b>						
HCM 2000 Control Delay			15.8		HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.60			
Actuated Cycle Length (s)			80.0		Sum of lost time (s)	20.5
Intersection Capacity Utilization			51.1%		ICU Level of Service	A
Analysis Period (min)			15			

c Critical Lane Group

Queues  
2: Hagadorn Rd & Service Rd/Hannah Blvd



Lane Group	EBT	WBT	WBR	NBT	NBR	SBT
Lane Group Flow (vph)	285	304	137	671	401	712
v/c Ratio	0.40	0.45	0.36	0.29	0.34	0.30
Control Delay	23.4	24.4	7.6	3.3	0.7	7.2
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	23.4	24.4	7.6	3.3	0.7	7.2
Queue Length 50th (ft)	52	59	0	29	0	71
Queue Length 95th (ft)	74	85	40	38	0	122
Internal Link Dist (ft)	509	819		755		1166
Turn Bay Length (ft)			85		175	
Base Capacity (vph)	1036	983	509	2337	1187	2337
Starvation Cap Reductn	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0
Reduced v/c Ratio	0.28	0.31	0.27	0.29	0.34	0.30
<b>Intersection Summary</b>						

HCM Signalized Intersection Capacity Analysis  
2: Hagadorn Rd & Service Rd/Hannah Blvd

Capstone Collegiate Communities - TIS  
Future (2029) AM Peak



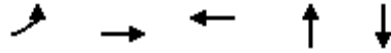
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↑		↑↑	↑		↑↑	↑
Traffic Volume (vph)	0	184	61	0	195	189	0	550	329	0	634	0
Future Volume (vph)	0	184	61	0	195	189	0	550	329	0	634	0
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0	6.0		7.0	7.0		7.0	
Lane Util. Factor		0.95			0.91	0.91		0.95	1.00		0.95	
Frbp, ped/bikes		1.00			1.00	0.98		1.00	1.00		1.00	
Flpb, ped/bikes		1.00			1.00	1.00		1.00	1.00		1.00	
Frt		0.96			0.96	0.85		1.00	0.85		1.00	
Flt Protected		1.00			1.00	1.00		1.00	1.00		1.00	
Satd. Flow (prot)		3463			3274	1431		3610	1615		3610	
Flt Permitted		1.00			1.00	1.00		1.00	1.00		1.00	
Satd. Flow (perm)		3463			3274	1431		3610	1615		3610	
Peak-hour factor, PHF	0.86	0.86	0.86	0.87	0.87	0.87	0.82	0.82	0.82	0.89	0.89	0.89
Adj. Flow (vph)	0	214	71	0	224	217	0	671	401	0	712	0
RTOR Reduction (vph)	0	46	0	0	47	111	0	0	141	0	0	0
Lane Group Flow (vph)	0	239	0	0	257	26	0	671	260	0	712	0
Confl. Peds. (#/hr)	7		1	1		7	3					3
Heavy Vehicles (%)	0%	0%	0%	1%	1%	1%	0%	0%	0%	0%	0%	0%
Turn Type		NA			NA	Perm		NA	Perm		NA	Perm
Protected Phases		2			4			1			3	
Permitted Phases						4			1			3
Actuated Green, G (s)		15.2			15.2	15.2		51.8	51.8		51.8	
Effective Green, g (s)		15.2			15.2	15.2		51.8	51.8		51.8	
Actuated g/C Ratio		0.19			0.19	0.19		0.65	0.65		0.65	
Clearance Time (s)		6.0			6.0	6.0		7.0	7.0		7.0	
Vehicle Extension (s)		5.0			5.0	5.0		0.2	0.2		0.2	
Lane Grp Cap (vph)		657			622	271		2337	1045		2337	
v/s Ratio Prot		0.07			c0.08			0.19			c0.20	
v/s Ratio Perm						0.02			0.16			
v/c Ratio		0.36			0.41	0.10		0.29	0.25		0.30	
Uniform Delay, d1		28.2			28.5	26.7		6.1	5.9		6.2	
Progression Factor		1.00			1.00	1.00		0.45	0.01		1.00	
Incremental Delay, d2		0.7			0.9	0.3		0.3	0.5		0.3	
Delay (s)		28.9			29.4	27.1		3.0	0.6		6.5	
Level of Service		C			C	C		A	A		A	
Approach Delay (s)		28.9			28.7			2.1			6.5	
Approach LOS		C			C			A			A	

Intersection Summary

HCM 2000 Control Delay	11.1	HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio	0.33		
Actuated Cycle Length (s)	80.0	Sum of lost time (s)	13.0
Intersection Capacity Utilization	54.0%	ICU Level of Service	A
Analysis Period (min)	15		

c Critical Lane Group

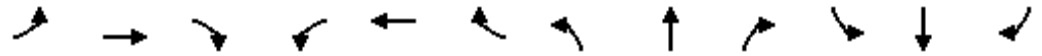
Queues  
3: Esoteric Way/Driveway & Hannah Blvd



Lane Group	EBL	EBT	WBT	NBT	SBT
Lane Group Flow (vph)	290	162	248	103	145
v/c Ratio	0.33	0.07	0.17	0.42	0.40
Control Delay	7.2	4.2	13.2	25.6	12.0
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	7.2	4.2	13.2	25.6	12.0
Queue Length 50th (ft)	37	8	30	31	14
Queue Length 95th (ft)	72	18	48	61	38
Internal Link Dist (ft)		819	606	729	236
Turn Bay Length (ft)	205				
Base Capacity (vph)	874	2483	1489	490	633
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.33	0.07	0.17	0.21	0.23
<b>Intersection Summary</b>					

HCM Signalized Intersection Capacity Analysis  
 3: Esoteric Way/Driveway & Hannah Blvd

Capstone Collegiate Communities - TIS  
 Future (2029) AM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations	↖	↕			↕			↕			↕	
Traffic Volume (vph)	232	114	15	0	184	7	56	24	8	3	31	75
Future Volume (vph)	232	114	15	0	184	7	56	24	8	3	31	75
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0	6.0			6.0			6.0			6.0	
Lane Util. Factor	1.00	0.95			0.95			1.00			1.00	
Frbp, ped/bikes	1.00	1.00			1.00			1.00			1.00	
Flpb, ped/bikes	0.99	1.00			1.00			1.00			1.00	
Frt	1.00	0.98			0.99			0.99			0.91	
Flt Protected	0.95	1.00			1.00			0.97			1.00	
Satd. Flow (prot)	1786	3536			3584			1815			1720	
Flt Permitted	0.60	1.00			1.00			0.78			0.99	
Satd. Flow (perm)	1124	3536			3584			1453			1701	
Peak-hour factor, PHF	0.80	0.80	0.80	0.77	0.77	0.77	0.85	0.85	0.85	0.75	0.75	0.75
Adj. Flow (vph)	290	142	19	0	239	9	66	28	9	4	41	100
RTOR Reduction (vph)	0	6	0	0	4	0	0	8	0	0	86	0
Lane Group Flow (vph)	290	156	0	0	244	0	0	95	0	0	59	0
Confl. Peds. (#/hr)	10		4	4		10			9	9		
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Turn Type	pm+pt	NA			NA		Perm	NA		Perm	NA	
Protected Phases	1	6			2			8			4	
Permitted Phases	6						8			4		
Actuated Green, G (s)	39.7	39.7			23.7			8.3			8.3	
Effective Green, g (s)	39.7	39.7			23.7			8.3			8.3	
Actuated g/C Ratio	0.66	0.66			0.39			0.14			0.14	
Clearance Time (s)	6.0	6.0			6.0			6.0			6.0	
Vehicle Extension (s)	3.0	0.2			0.2			3.0			3.0	
Lane Grp Cap (vph)	854	2339			1415			200			235	
v/s Ratio Prot	c0.06	0.04			0.07							
v/s Ratio Perm	c0.17							c0.07			0.03	
v/c Ratio	0.34	0.07			0.17			0.48			0.25	
Uniform Delay, d1	4.6	3.6			11.8			23.8			23.1	
Progression Factor	1.00	1.00			1.00			1.00			1.00	
Incremental Delay, d2	0.2	0.1			0.3			1.8			0.6	
Delay (s)	4.9	3.6			12.1			25.7			23.6	
Level of Service	A	A			B			C			C	
Approach Delay (s)		4.4			12.1			25.7			23.6	
Approach LOS		A			B			C			C	

Intersection Summary		
HCM 2000 Control Delay	11.7	HCM 2000 Level of Service
HCM 2000 Volume to Capacity ratio	0.41	B
Actuated Cycle Length (s)	60.0	Sum of lost time (s)
Intersection Capacity Utilization	52.2%	18.0
Analysis Period (min)	15	ICU Level of Service
		A

c Critical Lane Group

Intersection												
Int Delay, s/veh	3.1											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	46	10	9	124	0	29	0	7	0	4	23
Future Vol, veh/h	0	46	10	9	124	0	29	0	7	0	4	23
Conflicting Peds, #/hr	2	0	4	4	0	2	0	0	6	6	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	67	67	67	80	80	80	69	69	69	60	60	60
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	0	69	15	11	155	0	42	0	10	0	7	38

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	157	0	0	88	0	0	281	260	87	267	267	157
Stage 1	-	-	-	-	-	-	81	81	-	179	179	-
Stage 2	-	-	-	-	-	-	200	179	-	88	88	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1435	-	-	1520	-	-	675	648	977	690	642	894
Stage 1	-	-	-	-	-	-	932	832	-	827	755	-
Stage 2	-	-	-	-	-	-	806	755	-	925	826	-
Platoon blocked, %	-	-	-	-	-	-	-	-	-	-	-	-
Mov Cap-1 Maneuver	1433	-	-	1515	-	-	635	640	969	674	634	893
Mov Cap-2 Maneuver	-	-	-	-	-	-	635	640	-	674	634	-
Stage 1	-	-	-	-	-	-	929	830	-	825	747	-
Stage 2	-	-	-	-	-	-	758	747	-	911	824	-

Approach	EB			WB			NB			SB		
HCM Control Delay, s	0			0.5			10.7			9.5		
HCM LOS							B			A		

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	681	1433	-	-	1515	-	-	842
HCM Lane V/C Ratio	0.077	-	-	-	0.007	-	-	0.053
HCM Control Delay (s)	10.7	0	-	-	7.4	0	-	9.5
HCM Lane LOS	B	A	-	-	A	A	-	A
HCM 95th %tile Q(veh)	0.2	0	-	-	0	-	-	0.2

Intersection						
Int Delay, s/veh	2.6					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Traffic Vol, veh/h	30	87	51	10	8	27
Future Vol, veh/h	30	87	51	10	8	27
Conflicting Peds, #/hr	1	0	0	1	0	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	64	64	75	75	71	71
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	47	136	68	13	11	38

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	82	0	-	0	306 76
Stage 1	-	-	-	-	76 -
Stage 2	-	-	-	-	230 -
Critical Hdwy	4.1	-	-	-	6.4 6.2
Critical Hdwy Stg 1	-	-	-	-	5.4 -
Critical Hdwy Stg 2	-	-	-	-	5.4 -
Follow-up Hdwy	2.2	-	-	-	3.5 3.3
Pot Cap-1 Maneuver	1528	-	-	-	690 991
Stage 1	-	-	-	-	952 -
Stage 2	-	-	-	-	813 -
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1527	-	-	-	666 990
Mov Cap-2 Maneuver	-	-	-	-	666 -
Stage 1	-	-	-	-	920 -
Stage 2	-	-	-	-	812 -

Approach	EB	WB	SB
HCM Control Delay, s	1.9	0	9.3
HCM LOS			A

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1527	-	-	-	891
HCM Lane V/C Ratio	0.031	-	-	-	0.055
HCM Control Delay (s)	7.4	0	-	-	9.3
HCM Lane LOS	A	A	-	-	A
HCM 95th %tile Q(veh)	0.1	-	-	-	0.2

Intersection						
Int Delay, s/veh	2.5					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	9	10	26	4	2	22
Future Vol, veh/h	9	10	26	4	2	22
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	10	11	28	4	2	24

Major/Minor	Minor1	Major1	Major2			
Conflicting Flow All	58	30	0	0	32	0
Stage 1	30	-	-	-	-	-
Stage 2	28	-	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12	-
Critical Hdwy Stg 1	5.42	-	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218	-
Pot Cap-1 Maneuver	949	1044	-	-	1580	-
Stage 1	993	-	-	-	-	-
Stage 2	995	-	-	-	-	-
Platoon blocked, %			-	-		-
Mov Cap-1 Maneuver	948	1044	-	-	1580	-
Mov Cap-2 Maneuver	948	-	-	-	-	-
Stage 1	993	-	-	-	-	-
Stage 2	994	-	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.7	0	0.6
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	996	1580
HCM Lane V/C Ratio	-	-	0.021	0.001
HCM Control Delay (s)	-	-	8.7	7.3
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0.1	0

Queues

1: Hagadorn Rd & Eyde Pkwy



Lane Group	WBL	NBT	SBL	SBT
Lane Group Flow (vph)	404	928	93	897
v/c Ratio	0.84	0.56	0.69	0.42
Control Delay	41.7	17.8	60.4	9.9
Queue Delay	0.0	0.0	0.0	0.0
Total Delay	41.7	17.8	60.4	9.9
Queue Length 50th (ft)	173	180	48	89
Queue Length 95th (ft)	#295	249	m#93	150
Internal Link Dist (ft)	823	982		755
Turn Bay Length (ft)			90	
Base Capacity (vph)	547	1660	135	2140
Starvation Cap Reductn	0	0	0	0
Spillback Cap Reductn	0	0	0	0
Storage Cap Reductn	0	0	0	0
Reduced v/c Ratio	0.74	0.56	0.69	0.42

Intersection Summary













# 95th percentile volume exceeds capacity, queue may be longer.

Queue shown is maximum after two cycles.

m Volume for 95th percentile queue is metered by upstream signal.

HCM Signalized Intersection Capacity Analysis  
 1: Hagadorn Rd & Eyde Pkwy

Capstone Collegiate Communities - TIS  
 Future (2029) PM Peak

						
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations			 			 
Traffic Volume (vph)	260	111	718	145	81	780
Future Volume (vph)	260	111	718	145	81	780
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900
Total Lost time (s)	6.0		5.5		6.0	5.5
Lane Util. Factor	1.00		0.95		1.00	0.95
Frpb, ped/bikes	1.00		0.99		1.00	1.00
Flpb, ped/bikes	1.00		1.00		1.00	1.00
Frt	0.96		0.97		1.00	1.00
Flt Protected	0.97		1.00		0.95	1.00
Satd. Flow (prot)	1761		3480		1805	3610
Flt Permitted	0.97		1.00		0.95	1.00
Satd. Flow (perm)	1761		3480		1805	3610
Peak-hour factor, PHF	0.92	0.92	0.93	0.93	0.87	0.87
Adj. Flow (vph)	283	121	772	156	93	897
RTOR Reduction (vph)	20	0	15	0	0	0
Lane Group Flow (vph)	384	0	913	0	93	897
Confl. Peds. (#/hr)	5			17	17	
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%
Turn Type	Prot		NA		Prot	NA
Protected Phases	4		2		1	6
Permitted Phases	4					
Actuated Green, G (s)	21.1		36.6		4.8	47.4
Effective Green, g (s)	21.1		36.6		4.8	47.4
Actuated g/C Ratio	0.26		0.46		0.06	0.59
Clearance Time (s)	6.0		5.5		6.0	5.5
Vehicle Extension (s)	3.0		0.2		3.0	0.2
Lane Grp Cap (vph)	464		1592		108	2138
v/s Ratio Prot	c0.22		c0.26		c0.05	0.25
v/s Ratio Perm						
v/c Ratio	0.83		0.57		0.86	0.42
Uniform Delay, d1	27.7		16.0		37.3	8.8
Progression Factor	1.00		1.00		1.04	0.99
Incremental Delay, d2	11.6		1.5		39.3	0.5
Delay (s)	39.3		17.5		78.1	9.3
Level of Service	D		B		E	A
Approach Delay (s)	39.3		17.5			15.7
Approach LOS	D		B			B
<b>Intersection Summary</b>						
HCM 2000 Control Delay			20.5		HCM 2000 Level of Service	C
HCM 2000 Volume to Capacity ratio			0.72			
Actuated Cycle Length (s)			80.0		Sum of lost time (s)	20.5
Intersection Capacity Utilization			65.0%		ICU Level of Service	C
Analysis Period (min)			15			

c Critical Lane Group

Queues  
2: Hagadorn Rd & Service Rd/Hannah Blvd



Lane Group	EBT	WBT	WBR	NBT	NBR	SBT	SBR
Lane Group Flow (vph)	760	548	246	762	530	1133	123
v/c Ratio	0.68	0.50	0.45	0.40	0.58	0.60	0.14
Control Delay	25.6	17.7	11.6	6.8	6.0	15.3	2.6
Queue Delay	0.0	0.0	0.0	0.0	0.0	0.0	0.0
Total Delay	25.6	17.7	11.6	6.8	6.0	15.3	2.6
Queue Length 50th (ft)	154	84	38	54	36	205	0
Queue Length 95th (ft)	207	125	96	70	61	270	25
Internal Link Dist (ft)	509	819		755		1166	
Turn Bay Length (ft)			85		175		190
Base Capacity (vph)	1196	1178	573	1893	911	1893	891
Starvation Cap Reductn	0	0	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0	0	0
Reduced v/c Ratio	0.64	0.47	0.43	0.40	0.58	0.60	0.14
<b>Intersection Summary</b>							

# HCM Signalized Intersection Capacity Analysis

## 2: Hagadorn Rd & Service Rd/Hannah Blvd

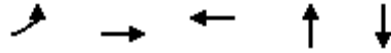
Capstone Collegiate Communities - TIS  
Future (2029) PM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↑↑			↑↑	↑		↑↑	↑		↑↑	↑
Traffic Volume (vph)	0	468	201	0	301	390	0	716	498	0	1042	113
Future Volume (vph)	0	468	201	0	301	390	0	716	498	0	1042	113
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900
Total Lost time (s)		6.0			6.0	6.0		7.0	7.0		7.0	7.0
Lane Util. Factor		0.95			0.91	0.91		0.95	1.00		0.95	1.00
Frbp, ped/bikes		1.00			0.99	0.96		1.00	1.00		1.00	0.98
Flpb, ped/bikes		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Frt		0.95			0.94	0.85		1.00	0.85		1.00	0.85
Flt Protected		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Satd. Flow (prot)		3448			3218	1410		3610	1615		3610	1587
Flt Permitted		1.00			1.00	1.00		1.00	1.00		1.00	1.00
Satd. Flow (perm)		3448			3218	1410		3610	1615		3610	1587
Peak-hour factor, PHF	0.88	0.88	0.88	0.87	0.87	0.87	0.94	0.94	0.94	0.92	0.92	0.92
Adj. Flow (vph)	0	532	228	0	346	448	0	762	530	0	1133	123
RTOR Reduction (vph)	0	34	0	0	96	101	0	0	65	0	0	58
Lane Group Flow (vph)	0	726	0	0	452	145	0	762	465	0	1133	65
Confl. Peds. (#/hr)	44					44	8					8
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%
Turn Type		NA			NA	Perm		NA	Perm		NA	Perm
Protected Phases		2			4			1			3	
Permitted Phases						4			1			3
Actuated Green, G (s)		25.0			25.0	25.0		42.0	42.0		42.0	42.0
Effective Green, g (s)		25.0			25.0	25.0		42.0	42.0		42.0	42.0
Actuated g/C Ratio		0.31			0.31	0.31		0.52	0.52		0.52	0.52
Clearance Time (s)		6.0			6.0	6.0		7.0	7.0		7.0	7.0
Vehicle Extension (s)		5.0			5.0	5.0		0.2	0.2		0.2	0.2
Lane Grp Cap (vph)		1077			1005	440		1895	847		1895	833
v/s Ratio Prot		c0.21			0.14			0.21			c0.31	
v/s Ratio Perm						0.10			0.29			0.04
v/c Ratio		0.67			0.45	0.33		0.40	0.55		0.60	0.08
Uniform Delay, d1		23.9			22.0	21.1		11.4	12.7		13.2	9.4
Progression Factor		1.00			1.00	1.00		0.51	0.34		1.00	1.00
Incremental Delay, d2		2.2			0.7	0.9		0.6	2.4		1.4	0.2
Delay (s)		26.1			22.7	22.0		6.4	6.7		14.6	9.6
Level of Service		C			C	C		A	A		B	A
Approach Delay (s)		26.1			22.5			6.6			14.1	
Approach LOS		C			C			A			B	
<b>Intersection Summary</b>												
HCM 2000 Control Delay			15.6				HCM 2000 Level of Service			B		
HCM 2000 Volume to Capacity ratio			0.63									
Actuated Cycle Length (s)			80.0				Sum of lost time (s)		13.0			
Intersection Capacity Utilization			68.2%				ICU Level of Service		C			
Analysis Period (min)			15									

c Critical Lane Group

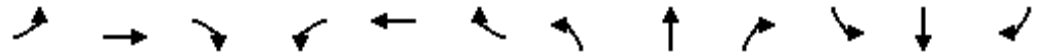
Queues  
3: Esoteric Way/Driveway & Hannah Blvd



Lane Group	EBL	EBT	WBT	NBT	SBT
Lane Group Flow (vph)	406	385	285	170	235
v/c Ratio	0.56	0.18	0.24	0.66	0.51
Control Delay	13.9	5.7	16.6	32.9	13.0
Queue Delay	0.0	0.0	0.0	0.0	0.0
Total Delay	13.9	5.7	16.6	32.9	13.0
Queue Length 50th (ft)	67	24	38	54	31
Queue Length 95th (ft)	146	52	74	98	56
Internal Link Dist (ft)		819	606	729	236
Turn Bay Length (ft)	205				
Base Capacity (vph)	725	2094	1171	408	656
Starvation Cap Reductn	0	0	0	0	0
Spillback Cap Reductn	0	0	0	0	0
Storage Cap Reductn	0	0	0	0	0
Reduced v/c Ratio	0.56	0.18	0.24	0.42	0.36
<b>Intersection Summary</b>					

HCM Signalized Intersection Capacity Analysis  
3: Esoteric Way/Driveway & Hannah Blvd

Capstone Collegiate Communities - TIS  
Future (2029) PM Peak



Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR	
Lane Configurations													
Traffic Volume (vph)	361	283	60	0	253	6	88	55	15	9	64	108	
Future Volume (vph)	361	283	60	0	253	6	88	55	15	9	64	108	
Ideal Flow (vphpl)	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	1900	
Total Lost time (s)	6.0	6.0			6.0			6.0			6.0		
Lane Util. Factor	1.00	0.95			0.95			1.00			1.00		
Frbp, ped/bikes	1.00	0.99			1.00			0.99			1.00		
Flpb, ped/bikes	0.95	1.00			1.00			1.00			1.00		
Frt	1.00	0.97			1.00			0.99			0.92		
Flt Protected	0.95	1.00			1.00			0.97			1.00		
Satd. Flow (prot)	1714	3495			3583			1813			1740		
Flt Permitted	0.58	1.00			1.00			0.65			0.98		
Satd. Flow (perm)	1041	3495			3583			1206			1702		
Peak-hour factor, PHF	0.89	0.89	0.89	0.91	0.91	0.91	0.93	0.93	0.93	0.77	0.77	0.77	
Adj. Flow (vph)	406	318	67	0	278	7	95	59	16	12	83	140	
RTOR Reduction (vph)	0	22	0	0	3	0	0	7	0	0	106	0	
Lane Group Flow (vph)	406	363	0	0	282	0	0	163	0	0	129	0	
Confl. Peds. (#/hr)	52		9	9		52			45	45			
Heavy Vehicles (%)	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	0%	
Turn Type	pm+pt	NA			NA		Perm	NA		Perm	NA		
Protected Phases	1	6			2			8			4		
Permitted Phases	6						8			4			
Actuated Green, G (s)	35.6	35.6			19.6			12.4			12.4		
Effective Green, g (s)	35.6	35.6			19.6			12.4			12.4		
Actuated g/C Ratio	0.59	0.59			0.33			0.21			0.21		
Clearance Time (s)	6.0	6.0			6.0			6.0			6.0		
Vehicle Extension (s)	3.0	0.2			0.2			3.0			3.0		
Lane Grp Cap (vph)	729	2073			1170			249			351		
v/s Ratio Prot	c0.09	0.10			0.08								
v/s Ratio Perm	c0.24							c0.14			0.08		
v/c Ratio	0.56	0.17			0.24			0.65			0.37		
Uniform Delay, d1	8.1	5.5			14.8			21.8			20.4		
Progression Factor	1.00	1.00			1.00			1.02			1.00		
Incremental Delay, d2	0.9	0.2			0.5			6.1			0.7		
Delay (s)	9.1	5.7			15.3			28.3			21.1		
Level of Service	A	A			B			C			C		
Approach Delay (s)		7.4			15.3			28.3			21.1		
Approach LOS		A			B			C			C		
<b>Intersection Summary</b>													
HCM 2000 Control Delay			13.5									HCM 2000 Level of Service	B
HCM 2000 Volume to Capacity ratio			0.65										
Actuated Cycle Length (s)			60.0									Sum of lost time (s)	18.0
Intersection Capacity Utilization			80.5%									ICU Level of Service	D
Analysis Period (min)			15										
c Critical Lane Group													

Intersection												
Int Delay, s/veh	3											
Movement	EBL	EBT	EBR	WBL	WBT	WBR	NBL	NBT	NBR	SBL	SBT	SBR
Lane Configurations		↕			↕			↕			↕	
Traffic Vol, veh/h	0	169	27	11	123	0	36	0	23	1	7	33
Future Vol, veh/h	0	169	27	11	123	0	36	0	23	1	7	33
Conflicting Peds, #/hr	19	0	12	12	0	19	0	0	5	5	0	0
Sign Control	Free	Free	Free	Free	Free	Free	Stop	Stop	Stop	Stop	Stop	Stop
RT Channelized	-	-	None	-	-	None	-	-	None	-	-	None
Storage Length	-	-	-	-	-	-	-	-	-	-	-	-
Veh in Median Storage, #	-	0	-	-	0	-	-	0	-	-	0	-
Grade, %	-	0	-	-	0	-	-	0	-	-	0	-
Peak Hour Factor	95	95	95	89	89	89	83	83	83	77	77	77
Heavy Vehicles, %	0	0	0	0	0	0	0	0	0	0	0	0
Mvmt Flow	0	178	28	12	138	0	43	0	28	1	9	43

Major/Minor	Major1			Major2			Minor1			Minor2		
Conflicting Flow All	157	0	0	218	0	0	392	385	209	392	399	157
Stage 1	-	-	-	-	-	-	204	204	-	181	181	-
Stage 2	-	-	-	-	-	-	188	181	-	211	218	-
Critical Hdwy	4.1	-	-	4.1	-	-	7.1	6.5	6.2	7.1	6.5	6.2
Critical Hdwy Stg 1	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Critical Hdwy Stg 2	-	-	-	-	-	-	6.1	5.5	-	6.1	5.5	-
Follow-up Hdwy	2.2	-	-	2.2	-	-	3.5	4	3.3	3.5	4	3.3
Pot Cap-1 Maneuver	1435	-	-	1364	-	-	571	552	836	571	542	894
Stage 1	-	-	-	-	-	-	803	737	-	825	754	-
Stage 2	-	-	-	-	-	-	818	754	-	796	726	-
Platoon blocked, %		-	-		-	-						
Mov Cap-1 Maneuver	1412	-	-	1350	-	-	526	532	824	537	522	880
Mov Cap-2 Maneuver	-	-	-	-	-	-	526	532	-	537	522	-
Stage 1	-	-	-	-	-	-	795	730	-	812	734	-
Stage 2	-	-	-	-	-	-	761	734	-	766	719	-

Approach	EB	WB	NB	SB
HCM Control Delay, s	0	0.6	11.7	10
HCM LOS			B	B

Minor Lane/Major Mvmt	NBLn1	EBL	EBT	EBR	WBL	WBT	WBR	SBLn1
Capacity (veh/h)	612	1412	-	-	1350	-	-	777
HCM Lane V/C Ratio	0.116	-	-	-	0.009	-	-	0.069
HCM Control Delay (s)	11.7	0	-	-	7.7	0	-	10
HCM Lane LOS	B	A	-	-	A	A	-	B
HCM 95th %tile Q(veh)	0.4	0	-	-	0	-	-	0.2

Intersection						
Int Delay, s/veh	3.8					
Movement	EBL	EBT	WBT	WBR	SBL	SBR
Lane Configurations		↔	↔		↔	
Traffic Vol, veh/h	73	119	115	20	15	67
Future Vol, veh/h	73	119	115	20	15	67
Conflicting Peds, #/hr	2	0	0	2	4	0
Sign Control	Free	Free	Free	Free	Stop	Stop
RT Channelized	-	None	-	None	-	None
Storage Length	-	-	-	-	0	-
Veh in Median Storage, #	-	0	0	-	0	-
Grade, %	-	0	0	-	0	-
Peak Hour Factor	95	95	76	76	64	64
Heavy Vehicles, %	0	0	0	0	0	0
Mvmt Flow	77	125	151	26	23	105

Major/Minor	Major1	Major2	Minor2		
Conflicting Flow All	179	0	-	0	449
Stage 1	-	-	-	-	166
Stage 2	-	-	-	-	283
Critical Hdwy	4.1	-	-	-	6.4
Critical Hdwy Stg 1	-	-	-	-	5.4
Critical Hdwy Stg 2	-	-	-	-	5.4
Follow-up Hdwy	2.2	-	-	-	3.5
Pot Cap-1 Maneuver	1409	-	-	-	571
Stage 1	-	-	-	-	868
Stage 2	-	-	-	-	770
Platoon blocked, %		-	-	-	
Mov Cap-1 Maneuver	1407	-	-	-	535
Mov Cap-2 Maneuver	-	-	-	-	535
Stage 1	-	-	-	-	815
Stage 2	-	-	-	-	768

Approach	EB	WB	SB
HCM Control Delay, s	2.9	0	10.4
HCM LOS			B

Minor Lane/Major Mvmt	EBL	EBT	WBT	WBR	SBLn1
Capacity (veh/h)	1407	-	-	-	789
HCM Lane V/C Ratio	0.055	-	-	-	0.162
HCM Control Delay (s)	7.7	0	-	-	10.4
HCM Lane LOS	A	A	-	-	B
HCM 95th %tile Q(veh)	0.2	-	-	-	0.6

Intersection						
Int Delay, s/veh	1.2					
Movement	WBL	WBR	NBT	NBR	SBL	SBT
Lane Configurations						
Traffic Vol, veh/h	5	6	53	14	6	39
Future Vol, veh/h	5	6	53	14	6	39
Conflicting Peds, #/hr	0	0	0	0	0	0
Sign Control	Stop	Stop	Free	Free	Free	Free
RT Channelized	-	None	-	None	-	None
Storage Length	0	-	-	-	-	-
Veh in Median Storage, #	0	-	0	-	-	0
Grade, %	0	-	0	-	-	0
Peak Hour Factor	92	92	92	92	92	92
Heavy Vehicles, %	2	2	2	2	2	2
Mvmt Flow	5	7	58	15	7	42

Major/Minor	Minor1	Major1	Major2		
Conflicting Flow All	122	66	0	0	73
Stage 1	66	-	-	-	-
Stage 2	56	-	-	-	-
Critical Hdwy	6.42	6.22	-	-	4.12
Critical Hdwy Stg 1	5.42	-	-	-	-
Critical Hdwy Stg 2	5.42	-	-	-	-
Follow-up Hdwy	3.518	3.318	-	-	2.218
Pot Cap-1 Maneuver	873	998	-	-	1527
Stage 1	957	-	-	-	-
Stage 2	967	-	-	-	-
Platoon blocked, %			-	-	-
Mov Cap-1 Maneuver	869	998	-	-	1527
Mov Cap-2 Maneuver	869	-	-	-	-
Stage 1	957	-	-	-	-
Stage 2	962	-	-	-	-

Approach	WB	NB	SB
HCM Control Delay, s	8.9	0	1
HCM LOS	A		

Minor Lane/Major Mvmt	NBT	NBRWBLn1	SBL	SBT
Capacity (veh/h)	-	-	935	1527
HCM Lane V/C Ratio	-	-	0.013	0.004
HCM Control Delay (s)	-	-	8.9	7.4
HCM Lane LOS	-	-	A	A
HCM 95th %tile Q(veh)	-	-	0	0



**To:** Board Members

**From:** Timothy R. Schmitt, *AICP*  
Director of Community Planning and Development

**Date:** April 2, 2026

**Re:** Ordinance 2026-02 – Rezone 2936 Jolly Road from C-1, Commercial, to RB, One-Family, High Density Residential

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Tekchandani Enterprises, the owner of the property at 2936 Jolly Road (parcel ID# 33-02-02-32-300-013) has applied for rezoning of the 0.44 acre parcel. The property has a single-family home on it and is currently a legally licensed rental property. The owner is looking to sell the property and retire, but has run into issues selling the property, as it is considered non-conforming, since the use of the property does not match the zoning.

The property is part of a small enclave of development that is not part of the Okemos High School property, near the intersection of Hagadorn and Jolly Roads. There are six houses on either side of the Big Ten Party store at 2950 Jolly Road. The far east and far west houses are master planned for suburban residential development, consistent with their use. But the middle three homes, along with the commercial structure, are master planned for commercial development. However, without utilities in place, and given the amount of floodplain in the area, development in this area is not imminent. Therefore, the applicant is requested rezoning of this parcel to RB, One-Family, High Density Residential, to make the zoning of the property consistent with the use of the property.

The Planning Commission held a public hearing on March 9, 2026 ([PACKET](#), [MINUTES](#), [VIDEO](#)) and received no public comment regarding the request. The Planning Commission again reviewed the matter on March 23, 2026 ([PACKET](#), [VIDEO](#)) and recommended approval to the Township Board to rezone the property to RB as requested by the applicant. Staff looks forward to discussing this matter with the Board.

**Attachments:**

1. Ordinance 2026-02– Rezone 2936 Jolly Road
2. Application Information

**ORDINANCE NO. 2026-02**  
**ORDINANCE AMENDING THE ZONING DISTRICT MAP**  
**OF MERIDIAN TOWNSHIP**  
**PURSUANT TO REZONING REQUEST #26006**

The Charter Township of Meridian ordains:

Section 1. Amending the Zoning District Map.

A. The Zoning District Map of Meridian Township, as adopted in Section 86-312 of the Code of the Charter Township of Meridian, Michigan, as previously amended, is hereby amended by changing the C-1, Commercial, symbol and indication as shown on the Zoning District Map, for Parcel #33-02-02-32-300-013, land legally described as:

M 32-16 COM. AT PT. 612.25 FT. E. OF SW COR. OF SEC-E 65 FT-N 335.1 FT- W 65 FT-S 335.1 FT. TO BEG., SEC. 32, T4N R1W - 1/2 A.

to that of **RB, One-Family, High Density Residential District.**

Section 2. Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance shall be effective seven (7) days after its publication or upon such later date as may be required under Section 402 of the Michigan Zoning Enabling Act (MCL 125.3402) after filing of a notice of intent to file a petition for a referendum.

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Scott Hendrickson, Township Supervisor

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Angela Demas, Township Clerk

CHARTER TOWNSHIP OF MERIDIAN  
DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT  
5151 MARSH ROAD, OKEMOS, MI 48864  
PHONE: (517) 853-4560, FAX: (517) 853-4095

REZONING APPLICATION

Part I, II and III of this application must be completed. Failure to complete any portion of this form may result in the denial of your request.

Part I

- A. Owner/Applicant TEKCHANDANI ENTERPRISES LLC / HARISH TEKCHANDANI  
Address of applicant 4183 NAVBIN WAY RD. OKEMOS, MI 48864  
Telephone: Work \_\_\_\_\_ Home 517-214-6222  
Fax \_\_\_\_\_ Email TEKCHANDANI HARISH C 9 MAIL.COM  
If there are multiple owners, list names and addresses of each and indicate ownership interest. Attach additional sheets if necessary. If the applicant is not the current owner of the subject property, the applicant must provide a copy of a purchase agreement or instrument indicating the owner is aware of and in agreement with the requested action.
- B. Applicant's Representative, Architect, Engineer or Planner responsible for request:  
Name / Contact Person RICK VAN HOUTEN  
Address 3695 OKEMOS RD OKEMOS, MI 48864  
Telephone: Work 517-881-1467 Home \_\_\_\_\_  
Fax \_\_\_\_\_ Email RICK.VANHOOTEN@CBPROFESSIONALS.COM
- C. Site address/location 2936 JOLLY RD. OKEMOS, MI 48864  
Legal description (Attach additional sheets if necessary) SEE ATTACHED  
Parcel number 33-02-02-300-013 Site acreage 1/2 ACRE
- D. Current zoning C-1 Requested zoning RB
- E. The following support materials must be submitted with the application:
1. Nonrefundable fee.
  2. Evidence of fee or other ownership of the subject property.
  3. A rezoning traffic study prepared by a qualified traffic engineer based on the most current edition of the handbook entitled *Evaluating Traffic Impact Studies: A Recommended Practice for Michigan Communities*, published by the State Department of Transportation, is required for the following requests:
    - a. Rezoning when the proposed district would permit uses that could generate more than 100 additional directional trips during the peak hour than the principal uses permitted under the current zoning.
    - b. Rezoning having direct access to a principal or minor arterial street, unless the uses in the proposed zoning district would generate fewer peak hour trips than uses in the existing zoning district.  
(Information pertaining to the contents of the rezoning traffic study will be available in the Department of Community Planning and Development.)
  4. Other information deemed necessary to evaluate the application as specified by the Director of Community Planning and Development.

Part II

REASONS FOR REZONING REQUEST

Respond only to the items which you intend to support with proof. Explain your position on the lines below, and attach supporting information to this form.

A. Reasons why the present zoning is unreasonable: HIGHEST AND BEST USE AS A RESIDENTIAL DWELLING UNABLE TO FINANCE

1) There is an error in the boundaries of the Zoning Map, specifically: N/A

2) The conditions of the surrounding area have changed in the following respects: N/A

3) The current zoning is inconsistent with the Township's Master Plan, explain: N/A

4) The Township did not follow the procedures that are required by Michigan laws, when adopting the Zoning Ordinance, specifically: N/A

5) The Township did not have a reasonable basis to support the current zoning classification at the time it was adopted; and the zoning has exempted the following legitimate uses from the area: NA

6) The current zoning restrictions on the use of the property do not further the health safety or general welfare of the public, explain: N/A

B. Reasons why the requested zoning is appropriate:

1) Requested rezoning is consistent with the Township's Master Plan, explain: N/A

2) Requested rezoning is compatible with other existing and proposed uses surrounding the site, specifically: NEIGHBORING DWELLING TO THE EAST 2918 JULY RD IS ZONED RR SEE ATTACHED

3) Requested rezoning would not result in significant adverse impacts on the natural environment, explain: SUBJECT PROPERTY HAS BEEN USED AS A SINGLE FAMILY RENTAL SINCE 2009

4) Requested rezoning would not result in significant adverse impacts on traffic circulation, water and sewer systems, education, recreation or other public services, explain: SAME AS #3 ABOVE

5) Requested rezoning addresses a proven community need, specifically: N/A

6) Requested rezoning results in logical and orderly development in the Township, explain: N/A

7) Requested rezoning will result in better use of Township land, resources and properties and therefore more efficient expenditure of Township funds for public improvements and services, explain: N/A

Part III

I (we) hereby grant permission for members of the Charter Township of Meridian's Boards and/or Commissions, Township staff member(s) and the Township's representatives or experts the right to enter onto the above described property (or as described in the attached information) in my (our) absence for the purpose of gathering information including but not limited to the taking and the use of photographs.

Yes     No    (Please check one)

By the signature(s) attached hereto, I (we) certify that the information provided within this application and accompanying documentation is, to the best of my (our) knowledge, true and accurate



2-4-2026  
Date

Signature of Applicant

HARISH TEKCHANDANI  
Type/Print Name

Fee: \_\_\_\_\_

Received by/Date: \_\_\_\_\_

February 4, 2026

Timothy R. Schmitt, AICP  
Meridian Township  
Director of Community Planning and Development  
5151 Marsh Road  
Okemos, MI 48864

Dear Tim,

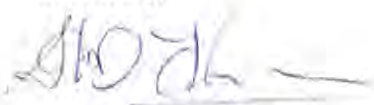
Under the current zoning of C-1 and the uses permitted, the subject property has limitations for commercial use, such as limited parking, ADA compliance, no access to rear yard to expand parking and a non conducive floor plan with over fifty percent of usable floor space on the second floor.

The subject property is a large 4 to 5 bedroom, 3 full baths with 2844 sq. ft. of finished area above grade. In my real estate broker's professional opinion, the highest and best use would be a single family residence. As a residential property, financing is unavailable due to the commercial zoning. Standard underwriting prohibits residential mortgages on commercial zoned properties. We have investigated with four local lenders for alternative financing, such as a portfolio loan. All have stated their guidelines for portfolio loans can't be commercially zoned. See attached emails

The property directly East, 2918 Jolly Rd. Okemos is zoned RR see attached

Due to health reasons, I need to liquidate my interest in this property. Under the current zoning of C-1, the property is not marketable. Your help and consideration is very appreciative.

Sincerely,



Harish Tekchandani

**2936 JOLLY RD** OKEMOS, MI 48864 (Property Address)

Parcel Number: 33-02-02-32-300-013 Account Number: JLLY-002936-0000-01



Item 1 of 3 1 Image / 2 Sketches

**Property Owner: TEKCHANDANI ENTERPRISES LLC**

**Summary Information**

- > Residential Building Summary
  - Year Built: 1940
  - Full Baths: 3
  - Sq. Feet: 2,844
  - Bedrooms: 5
  - Half Baths: 0
  - Acres: 0.440
- > Assessed Value: \$108,000 | Taxable Value: \$51,854
- > Property Tax information found
- > 27 Building Department records found
- > Utility Billing information found

**Owner and Taxpayer Information**

**Owner** **TEKCHANDANI ENTERPRISES LLC** **Taxpayer** SEE OWNER INFORMATION  
 4183 NAUBINWAY RD  
 OKEMOS, MI 48864

**General Information for Tax Year 2025**

<b>Property Class</b>	401 RESIDENTIAL-IMPROVED	<b>Unit</b>	02 MERIDIAN TOWNSHIP
<b>School District</b>	OKEMOS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$108,000
<b>MG</b>	No Data to Display	<b>Taxable Value</b>	\$51,854
<b>RENTAL</b>	Not Available	<b>State Equalized Value</b>	\$108,000
<b>C. AREA</b>	Not Available	<b>Date of Last Name Change</b>	05/05/2017
<b>INFLUENCE</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	No Data to Display
<b>SOLAR/EV</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information**

**Effective Date** 12/19/2006

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$101,500	\$101,500	\$50,295
2023	\$47,900	\$47,900	\$47,900
2022	\$47,900	\$47,900	\$47,900

**Land Information**

<b>Zoning Code</b>	C-1	<b>Total Acres</b>	0.440
<b>Land Value</b>	\$24,800	<b>Land Improvements</b>	Not Available
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	4000 RESIDENTIAL	<b>Mortgage Code</b>	465
<b>Lot Dimensions/Comments</b>	No Data to Display	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

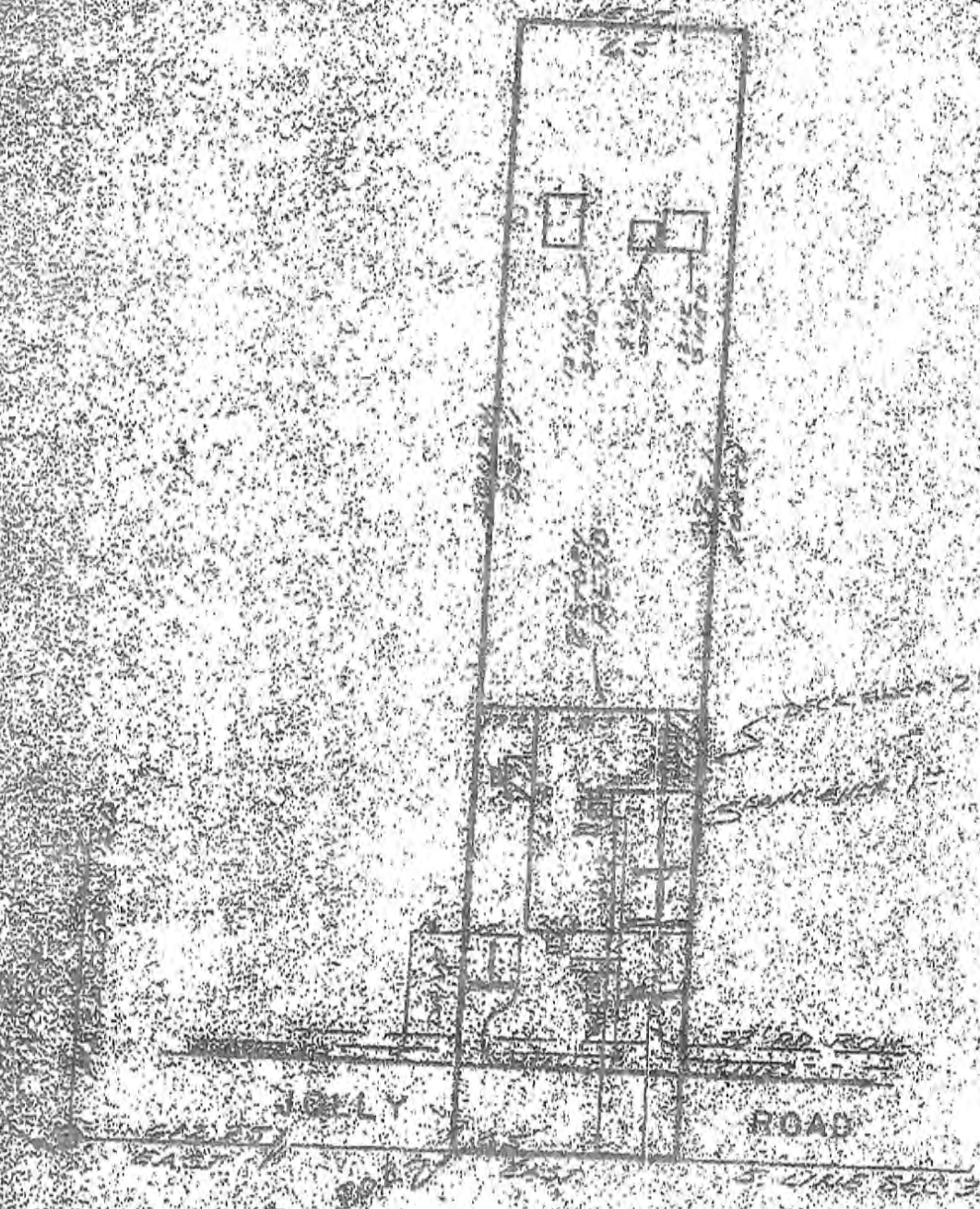
M 32-16 COM. AT PT. 612.25 FT. E. OF SW COR. OF SEC-E 65 FT-N 335.1 FT- W 65 FT-S 335.1 FT. TO BEG., SEC. 32, T4N R1W - 1/2 A.

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Scott E. Koch  
Professional Surveyor  
Lansing, MI 48205

Commercial Life Insurance Co.  
6000 W. St. Joseph Hwy  
Lansing, MI 48217

Section 22, Town 4  
Range 25, North 32nd East



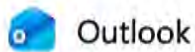
I, the undersigned, being duly sworn, depose and swear that the foregoing is a true and correct copy of the original survey plat as the same appears in my files and is a true and correct copy of the original survey plat as the same appears in my files and is a true and correct copy of the original survey plat as the same appears in my files.

This report was prepared for the purpose of showing only dimensions from monuments to monuments or fences or other objects on the ground of the land surveyed and is not intended to show the location of a fence or other object in the vicinity of the parcel boundary. It is not intended to show the location of a fence or other object in the vicinity of the parcel boundary. It is not intended to show the location of a fence or other object in the vicinity of the parcel boundary.

Scott E. Koch  
Professional Surveyor  
Lansing, MI 48205

*Scott E. Koch*  
Scott E. Koch  
Professional Surveyor No. 41103





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**Fwd: Rezoning application**

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**From** harish tekchandani <tekchandaniharish@gmail.com>  
**Date** Thu 1/29/2026 2:48 PM  
**To** Rick Van Houten <rick.vanhouten@cbpmichigan.com>

1 attachment (53 KB)  
image001.jpg;

----- Forwarded message -----

**From:** **Tim Schmitt** <[schmitt@meridian.mi.us](mailto:schmitt@meridian.mi.us)>  
**Date:** Wed, Jan 28, 2026 at 9:55 AM  
**Subject:** Rezoning application  
**To:** [tekchandaniharish@gmail.com](mailto:tekchandaniharish@gmail.com) <[tekchandaniharish@gmail.com](mailto:tekchandaniharish@gmail.com)>  
**Cc:** Brian Shorkey <[shorkey@meridian.mi.us](mailto:shorkey@meridian.mi.us)>

Harish,

My apologies for the delay in getting this to you. I haven't had a spare minute since we talked and I had a sick kiddo as well, so I am trying hard to catch up!

The rezoning application can be found here:

<https://www.meridian.mi.us/home/showpublisheddocument/12237/636584384716830000>

The requirements for submittal can be found here: <https://ecode360.com/28781073> The main things we need are the application, a legal description/survey of the area to be rezoned. This has to come from a surveyor that you hire. A traffic study is also required, but I can waive that and give that this would be a downzoning, I am willing to do so.

The main question is what to request rezoning to. At this point, I would probably recommend rezoning to RB, which would make your lot a conforming residential lot. Given your issues with lending institutions, this is likely your best bet and I would include the issues you've run into in your rezoning application, as it is the primary justification for the request.

Please let me know if you have any other questions.

Sincerely,



**Timothy R. Schmitt, AICP**

Director of Community Planning and Development

**A Prime Community** [schmitt@meridian.mi.us](mailto:schmitt@meridian.mi.us)

W 517.853.4506

5151 Marsh Road | Okemos, MI 48864

[meridian.mi.us](http://meridian.mi.us)




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**RE: Portfolio loans**


---

**From** Aron Clark <aclark@dartbank.com>

**Date** Tue 1/13/2026 1:51 PM

**To** Rick Van Houten <rick.vanhouten@cbpmichigan.com>

Good afternoon,

We do offer portfolio loans in certain situations, but we would not be able to offer them on the property that we discussed. In case of a fire, it would need to be able to be rebuilt as a residential home to replace the collateral that was there. Sorry we aren't able to help.



**Aron Clark**  
VP/Senior Mortgage Banker

AClark@dartbank.com

Phone: (517) 853-5101

Fax: (517) 679-5201

NMLS ID 783160 Dart NMLS ID 406384

[Apply Now](#)




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Dart Bank • 500 N Homer ST • Lansing • 48912 • MI • United States



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**From:** Rick Van Houten <rick.vanhouten@cbpmichigan.com>

**Sent:** Tuesday, January 13, 2026 1:38 PM

**To:** Aron Clark <aclark@dartbank.com>

**Subject:** [EXTERNAL] Portfolio loans

Hi Aron,

Questions:

1. Do you currently offer portfolio loans ?

2. If so, would your underwriting guidelines allow a residential loan on a commercial zoned property.

This pertains to a listed property at 3629 Jolly Rd. Okemos MLS # 292625

Look forward to your response.

Thank you,

Rick

Rick Van Houten, Associate Broker, CRS, GRI

Coldwell Banker Professionals

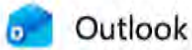
3695 Okemos Road

Okemos, MI 48864

517-881-1467

[rick.vanhouten@cbpmichigan.com](mailto:rick.vanhouten@cbpmichigan.com)

"Never too busy for your referrals"



**RE: Commercial Zoned**

**From** Gus Dahlgren <gdahlgren@uhm.com>  
**Date** Mon 1/12/2026 4:29 PM  
**To** Rick Van Houten <rick.vanhouten@cbpmichigan.com>

Hi Rick,

I investigated our portfolio programs, and it states in the guidelines the property can't be commercially zoned. Let me know if the seller's figure anything out with the township.



	<p><b>Gus Dahlgren</b>  <b>Loan Officer</b>  C: 517.290.7124  O: 517.489.2440  <a href="http://www.Gustheloanguy.com">www.Gustheloanguy.com</a>  411 W Lake Lansing Rd.  Building B, Suite 101  East Lansing, MI 48823  NMLS # 80625, FL LO107622, TX 80625</p> <p><a href="#">Leave me a review on Google!</a></p>
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**PROMISES KEPT.** [CLICK TO APPLY](#)     

Union Home Mortgage Corp. NMLS #2229 | NMLS Consumer Access website:[www.nmlsconsumeraccess.org](http://www.nmlsconsumeraccess.org). Union Home Mortgage Corp. is an Equal Housing Lender. Loans are available on a fair and equal basis regardless of race, color, national origin, religion, sex, handicap, marital status, familial status (having children under the age of 18), age (if old enough to enter a contract), because income is from public assistance, or because a right was exercised under the Consumer Credit Protection Act.

**\*\*\*Credit is being monitored up through your closing date.** Please do not apply for or co-sign for ANY credit during this process or documentation will be required and the debt must be added to your current application to qualify.

**\*\*\*Do NOT pay anything late during the loan process, this may require a credit re-pull and a drop in credit score.**

**\*\*\* Before closing a final employment verification is done, PLEASE do not change employment status during this process.**

**2918 JOLLY RD** OKEMOS, MI 48864 (Property Address)

Parcel Number: 33-02-02-32-300-014 Account Number: JLLY-002918-0000-01



Item 1 of 3 1 Image / 2 Sketches

**Property Owner: DESAI ASSOCIATES LLC**

**Summary Information**

- > Residential Building Summary
  - Year Built: 1945
  - Full Baths: 1
  - Sq. Feet: 744
  - Bedrooms: 1
  - Half Baths: 0
  - Acres: 2.770
- > Assessed Value: \$105,300 | Taxable Value: \$51,313
- > Property Tax information found
- > 25 Building Department records found
- > Utility Billing information found

**Owner and Taxpayer Information**

<b>Owner</b>	DESAI ASSOCIATES LLC 1946 BELWOOD DR OKEMOS, MI 48864	<b>Taxpayer</b>	SEE OWNER INFORMATION
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**General Information for Tax Year 2025**

<b>Property Class</b>	401 RESIDENTIAL-IMPROVED	<b>Unit</b>	02 MERIDIAN TOWNSHIP
<b>School District</b>	OKEMOS PUBLIC SCHOOLS	<b>Assessed Value</b>	\$105,300
<b>MG</b>	2017	<b>Taxable Value</b>	\$51,313
<b>RENTAL</b>	Not Available	<b>State Equalized Value</b>	\$105,300
<b>C. AREA</b>	Not Available	<b>Date of Last Name Change</b>	05/06/2022
<b>INFLUENCE</b>	Not Available	<b>Notes</b>	Not Available
<b>Historical District</b>	Not Available	<b>Census Block Group</b>	No Data to Display
<b>SOLAR/EV</b>	Not Available	<b>Exemption</b>	No Data to Display

**Principal Residence Exemption Information**

**Effective Date** No Data to Display

Principal Residence Exemption	June 1st	Final
2025	0.0000 %	0.0000 %

**Previous Year Information**

Year	MBOR Assessed	Final SEV	Final Taxable
2024	\$90,900	\$90,900	\$49,771
2023	\$80,400	\$80,400	\$47,401
2022	\$69,300	\$69,300	\$45,144

**Land Information**

<b>Zoning Code</b>	RR	<b>Total Acres</b>	2.770
<b>Land Value</b>	\$116,800	<b>Land Improvements</b>	Not Available
<b>Renaissance Zone</b>	No	<b>Renaissance Zone Expiration Date</b>	No Data to Display
<b>ECF Neighborhood</b>	4000 RESIDENTIAL	<b>Mortgage Code</b>	999
<b>Lot Dimensions/Comments</b>	No Data to Display	<b>Neighborhood Enterprise Zone</b>	No

Lot(s)	Frontage	Depth
No lots found.		
<b>Total Frontage: 0.00 ft</b>		<b>Average Depth: 0.00 ft</b>

**Legal Description**

M 32-17 W 3 A.OF S 9.59 A. OF E 19.59 A. OF SW 1/4 OF SW 1/4 OF SEC. 32, T4N R1W.

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**To: Board Members**

**From: Timothy R. Schmitt, AICP  
Community Planning and Development Director**

**Date: April 1, 2026**

**Re: Data Center and Battery Storage Facilities Moratorium**

---

At the Board's request, Staff has reviewed current ordinances in Meridian Township related to data centers and battery storage facilities.

To begin, Staff would like to be very clear that we have had zero indication from any phone call, email, text message, or any other form of communication that anyone is looking in Meridian Township for space for a data center or battery storage facility. We have had no conversations about these uses, and we do not have an active application or concept plan for anything with either of these uses, and we do not anticipate receiving an application or concept plan, based on what we will outline in this memo.

As is the case in most communities, this type of use would be classified as an Industrial use under our Zoning Ordinance. Our ordinance does not explicitly allow a data center or a battery storage facility, but Staff would consider them similar to uses permitted in the Industrial district. By limiting them to the Industrial district, their potential locations area severely limited in Meridian Township.

There are currently three areas of Industrial zoning in Meridian Township: one on the west side of Okemos Road, at the CSX railroad tracks, one on both sides of Dawn Avenue, south of Grand River Avenue, and one between Towner Road and M78. Maps of each area are attached.

In those three areas, there are total of 22 parcels that are zoned Industrial in the Township. Of those, only six parcels do not have a current structure on them. Of those six parcels:

- Two are on Dawn Avenue and are parking lots for adjacent buildings and would be unusable for a new building.
- One is the CSX railroad tracks at Okemos Road and is therefore unbuildable.
- One is a Consumers Energy substation and is therefore unbuildable.
- One is a part of the Klinger Intercounty Drain and is therefore unbuildable.

This leaves one vacant industrial parcel in the Township. It is just over one acre and owned by Tripp's Autobody on Towner Road. The vacant parcel is to the rear of their existing building on M78 and if combined with the vacant area on the main parcel where Tripp's is located, the area would total approximately 4 acres. There is also a portion the Meridian Company property that is currently not built on, but this isn't more than 2-3 acres and would require reconfiguration of their existing site to utilize. This is the sum total of the vacant/buildable Industrial property in the Township, about 7 acres. Staff would also point out that there is a 25 acre parcel on Towner Road that is zoned Industrial, but has a single-family home on it. The site has substantial wetlands throughout, making any development on the site very challenging, no matter what the project is.

For comparison, there has been a lot of discussion publicly about data centers in both Lansing and Saline. From the publicly available information, the two facilities are The Lansing facility is 24 megawatt project in a two story, approximately 42,000 square foot building on 2.7 acres of land. The Saline project is a 1.4 gigawatt project in 1.65 million square feet of building on 250 acres.

If the Board wishes to impose a formal moratorium, there should be a specific request/outcome discussed that the Board is wishing to achieve. Generally, just placing a moratorium to prevent development is not legal under Michigan law. As a general rule however, there is not a realistic path for a data center to build a new building within the Township of any substantial size. A battery storage facility might be more flexible, in that they might be able to repurpose an existing building. But there are no major vacancies in our Industrial areas at this time that would allow such a use to move in, nor are any of the buildings that currently exist very large.

Staff looks forward to discussing this matter with the Board, how the uses interact with our currently ordinances, and determining how to proceed.

**Attachments:**

1. Maps of Industrial areas in Meridian Township
2. I, Industrial, Zoning District Standards

RP

RA

Multi Tenant Buildings

I

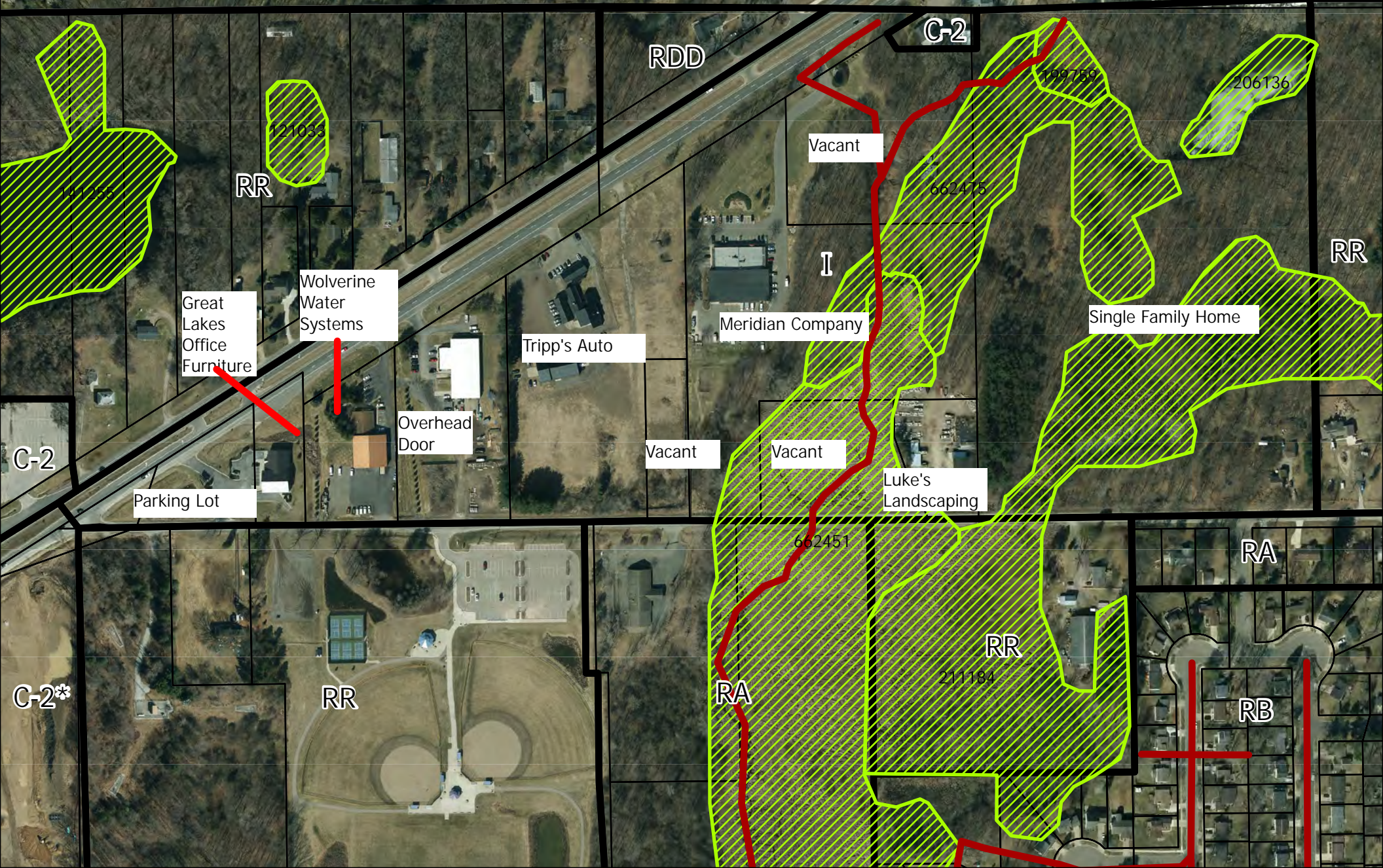
CSX Railway

RD

PO



— Drains  
 ▨ Wetlands





VanCamp  
Incubator

Huntsman

Consumers  
Substation

John E Green

Ellison  
Brewery

Professional  
Metal Works

Superior  
Brass

Storage  
Garage

Parking  
Lot

RC

RA

C-2

RAA

## Chapter 86. Zoning

### ARTICLE IV. District Regulations

#### DIVISION 4. Other Districts

##### § 86-435. I District: Industrial District.

[Code 1974, § 82-14; Ord. No. 2010-02, 2-28-2010; Ord. No. 2010-11, 8-22-2010]

(a) Purpose. The I district is established for the purpose of encouraging within it the development of light manufacturing, processing, storage, and office establishments wholly compatible with adjacent residential areas. It is established as one in which the principal use of the land is for industrial activities wholly compatible with all other uses permitted in this district and commercial establishments not engaging in retail sales as a principal use. The specific intent of this section is to prohibit, for the benefit of the types of uses for which this district is designed, any and all other uses, such as residential, retail commercial, and industrial, not compatible with all other uses in this district. This section applies to the I district.

(b) Uses permitted by right. In this district, no building, structure, or land shall be used and no building or structure shall be hereafter erected, structurally altered, or enlarged except for the following uses:

- (1) Any production, processing, cleaning, testing, repair, storage, and distribution of materials, goods, or foodstuffs.
- (2) Contractor's establishment.
- (3) Instructional centers for business, trade, music, art, dance, craft, martial arts, or other places of instruction.

[Added by Ord. No. 2017-01,<sup>[1]</sup> 1-17-2017]

[1] *Editor's Note: This ordinance also redesignated former Subsection (b)(3) as Subsection (b)(4).*

(4) Accessory uses clearly appurtenant to the main use of the lot and customary to and commonly associated with the main use such as:

- a. Restaurant or cafeteria facilities for employees.
- b. Caretakers residence if situated upon a portion of the lot complying with all of the requirements of residential districts.
- c. Office facility.
- d. Wholesale or retail sales related to the principal use.
- e. Outdoor seating. An outdoor seating area is permitted, subject to site plan approval. The outdoor seating area shall be either attached or immediately adjacent to the principal building to which the outdoor seating is accessory.

[Added by Ord. No. 2017-01, 1-17-2017]

- (c) Uses permitted by special use permit.
  - (1) Public garage, motor vehicle repair shop, or automobile paint and bump shop.
  - (2) Child care centers.
  - (3) Public utility structures, publicly owned, and operated buildings and uses.
- (d) Site plan review. All uses in this district are subject to site plan review as prescribed in Article II, Division 5 of this chapter. Applications for site plan review for projects in this district shall, in addition to the requirements of Article II, Division 5 of this chapter, also include the following:
  - (1) A description of the operations proposed in sufficient detail to indicate the effects of those operations in producing traffic congestion, noise, glare, air pollution, water pollution, fire hazards or safety hazards, or the emission of any potentially harmful or obnoxious matter or radiation.
  - (2) Engineering and architectural plans for the treatment and disposal of sewerage and industrial waste tailings or unusable by-products.
  - (3) Engineering and architectural plans for the handling of any excessive traffic congestion, noise, glare, air pollution, water pollution, fire or safety hazards, or the emission of any potentially harmful or obnoxious matter or radiation.
  - (4) The proposed number of shifts to be worked and the maximum number of employees on each shift.
- (e) Use requirements:
  - (1) Activities in this district shall be carried on in completely enclosed buildings. Storage may be permitted out-of-doors but shall be effectively screened by a solid, uniformly finished wall or fence with solid entrance and exit gates, which wall or fence shall in no case be lower than the enclosed storage. Such storage shall not be deemed to include the parking of licensed motor vehicles under 1 1/2-ton-rated capacity.
  - (2) Noise emanating from a use in this district shall not exceed the level of ordinary conversation at the boundaries of the lot. Short intermittent noise peaks may be expected if they do not exceed normal traffic noise peaks at any point on the lot boundaries.
  - (3) Uses in this district shall be such that they:
    - a. Emit no obnoxious, toxic, or corrosive fumes or gases, except for those produced by internal combustion engines under design operating conditions.
    - b. Emit no odorous gases or other odorous matter in such quantities as to be humanly perceptible at or beyond any point on the boundary of the use parcel; provided, that any process which may involve the creation or emission of any odors shall be provided with a secondary safeguard system so that control will be maintained if the primary safeguard system should fail.
    - c. Emit no smoke, other than that produced by normally operating heating equipment.
    - d. Discharge into the air no dust or other particulate matter created by any industrial operation or emanating from any products stored prior to or subsequent to processing.
    - e. Produce no heat humanly perceptible at or beyond the lot boundaries.
    - f. Utilize all lighting in a manner which produces no glare on public streets or on any other parcel.
    - g. Produce no physical vibrations humanly perceptible at or beyond the lot boundaries.



- d. Air conditioning units, heating oil, storage tanks, or similar appurtenances shall be properly screened as approved by the Planning Commission.

**Cross reference:** Licenses, permits, and miscellaneous regulations, ch. 38.