



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD - REGULAR MEETING
JUNE 6, 2017 6:00 PM



1. CALL MEETING TO ORDER†
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
 - A. Ken Plaga, Assistant Police Chief-Introduction of New Police Officer
 - B. 2016 Township Audit-Andrew Hooper & Pavlik, PLC
5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS*
6. TOWNSHIP MANAGER REPORT
7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS
 - A. Quarterly Treasurer's Report-Julie Brixie
8. APPROVAL OF AGENDA
9. CONSENT AGENDA (SALMON)
 - A. Communications
 - B. Minutes-May 16, 2017 Regular Meeting
 - C. Bills
 - D. Outdoor Gathering Permit-Gus Macker
 - E. Outdoor Gathering Permit-Celebrate Meridian
 - F. Summer Tax Collection Agreements
 - G. Bennett Village Phase #2 Public Streetlighting Improvements SAD No. 424 – **Resolution No. 5**
10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
12. ACTION ITEMS (PINK)
 - A. Commercial Planned Unit Development #17014 (Saroki), Demolish and Reconstruct Gas Station at 1619 Haslett Road
 - B. Distributed Antennae System (DAS)
 - C. Tank Trust Property Boundary Correction
 - D. Urban Services Boundary
 - E. Final Plat #05012 (Georgetown) Georgetown No.4
 - F. Accept 2016 Township Audit Findings
 - G. EDC Appointment
13. BOARD DISCUSSION ITEMS (ORCHID)
 - A. Transportation Commission Recommendations
 - B. Mixed Use Planned Unit Development Concept Plan-2875 Northwind Drive
 - C. 2017 Sidewalk Order to Maintain SAD #17
 - D. Georgetown #3 Streetlighting SAD #425
14. COMMENTS FROM THE PUBLIC*
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. ADJOURNMENT
17. POSTSCRIPT – PATRICIA HERRING JACKSON

* 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 Frank L. Walsh, 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

TOWNSHIP BOARD REGULAR MEETING COMMUNICATIONS, JUNE 6, 2017

(1) Board Information (BI)

- BI-1 Director Kieselbach; RE: Letter to the City of East Lansing's Director of Planning, Building & Development concerning comments on the proposed rezoning of property located at 2447 East Lake Lansing Road
- BI-2 Craig Allen, President, Everett Farms Homeowners' Association, PO Box 335, Haslett; RE: Proposed rezoning of property located at 2447 E. Lake Lansing Road
- BI-3 Phyllis Vaughn, 6100 Balog Court, Haslett; RE: Oasis Food Truck
- BI-4 Donna Rose, 6207 Cobblers Drive, East Lansing; RE: Request for an Audible Pedestrian Signal (APS) at Jolly and Okemos Roads

(2) Commission Linkage (CL)

- CL-1 Patrick Boog, 6103 Carriage Hill Drive, East Lansing; RE: Resignation from the Local Officials Compensation Commission
- CL-2 Nikki Soldan, 906 N. Jenison Avenue, Lansing; RE: Resignation from the Corridor Improvement Authority
- CL-3 Richard Baker, 4329 Heartwood Road, Okemos; R: Resignation from the Park Commission

(3) Staff Communications (SC)

- SC-1 Jennifer Quinlivan, Assistant Planner; RE: Sustainability and Climate Action Plan



7.A

TOWNSHIP BOARD MEETING

June 1, 2017

TREASURER'S REPORT

Collections

Distributions

Investments

**DELINQUENT PERSONAL PROPERTY TAX COLLECTION TOTALS FOR 2012,
2013, 2014, 2015 & 2016 TAX YEARS**

COLLECTED IN 2017 (TO 05-31-17)	\$	22,827.63
COLLECTED IN 2016	\$	64,935.10
TOTAL REMAINING COLLECTIBLE (TO 05-31-17)	\$	55,998.91

TOTAL 2016 TAX YEAR COLLECTIONS \$ 86,927,269.60

2016 TAX YEAR DISTRIBUTION TOTALS

STATE EDUCATION TAX	\$	9,704,788.55
HASLETT SCHOOLS	\$	5,160,383.23
OKEMOS SCHOOLS	\$	14,958,171.18
WILLIAMSTON SCHOOLS	\$	333,783.26
EAST LANSING SCHOOLS	\$	1,741,165.60
INGHAM INTERMEDIATE SCHOOL DISTRICT	\$	9,711,728.16
INGHAM COUNTY	\$	16,238,753.98
CATA	\$	4,814,747.78
CADL	\$	2,497,886.29
AIRPORT AUTHORITY	\$	1,118,639.22
LCC	\$	6,096,216.18
MERIDIAN OPERATING	\$	6,710,041.47
MERIDIAN SPECIAL MILLAGES	\$	5,805,708.35
MERIDIAN TOWNSHIP ADMIN	\$	847,462.94
MERIDIAN TOWNSHIP DDA OF OKEMOS	\$	14,796.77
INGHAM CO LANDBANK-BROWNFIELD DOUGLAS J	\$	994.39
TOTAL DISTRIBUTION:	\$	85,755,267.35

4/30/2017

CURRENT FIXED MATURITY INVESTMENTS

Maturity	Fund	Investment	Principal	Purc Date	Int. Rate	Certificate
10/01/27	general fund	DDA Loan	<u>199,500.00</u> 199,500.00	08/05/10	3.00%	
09/16/17	land pres	Commercial Bank	512,169.51	12/16/16	1.05%	1-4707
06/27/19	land pres	Bank of Holland (MBS)	<u>150,000.00</u> 662,169.51	07/12/12	1.35%	062649XV5
11/23/21	land pres res	Federal Natl Mtg (MBS)	330,000.00	05/19/16	1.50%	3136G3NP6
03/30/26	land pres res	Federal Natl Mtg (MBS)	500,000.00	03/30/16	3.00%	3136G3EX9
04/28/31	land pres res	Federal Natl Mtg (MBS)	<u>1,000,000.00</u> 1,830,000.00	04/28/16	2.00%	3136G3HS7
07/01/17	twp imp rev	Commercial Bank	<u>508,577.31</u> 508,577.31	07/01/16	0.75%	1-4708

Total Fixed Investments \$**3,200,246.82**

CURRENT NON-FIXED INVESTMENTS

4/30/2017

PURCH. DATE	FUND ACCOUNT NUMBER	INVESTMENT	PRINCIPAL	CURRENT RATE	INVESTMENT TYPE
08/01/02	GF RMB-005463	MBS	\$ -	0.00%	money market
05/12/08	GF 0289-0001	MI Class	\$ 9,844,576.39	0.99%	pooled funds
05/20/09	GF 367213-06	MSU Fed. CU	\$ 5.00	0.00%	savings
05/28/09	GF 367213-26	MSU Fed. CU	\$ 1,237,805.32	0.20%	money market
Total			\$ 11,082,386.71		
08/01/02	LP RMB-007923	MBS	\$ 171.99	0.00%	money market
04/16/03	LP 349977489	Flagstar	\$ 252,652.14	0.50%	savings
09/13/13	LP 1153251051	Huntington	\$ 1,010,923.63	0.300%	money market
05/12/08	LP 0289-0006	MI Class	\$ 1,602,241.13	0.99%	pooled funds
Total			\$ 2,865,988.89		
08/01/02	LP-R RMB-008103	MBS	\$ 10,000.00	0.00%	money market
01/16/09	LP-R 7602000113	Horizon	\$ 200,804.99	0.15%	money market
11/27/09	LP-R 5478-7813	Wells Fargo	\$ -	0.00%	money market
05/12/08	LP-R 0289-0008	MI Class	\$ 901,260.59	0.99%	pooled funds
Total			\$ 1,112,065.58		
08/01/02	PM RMB-008145	MBS	\$ -	0.00%	money market
09/30/08	PM 0289-0007	MI Class	\$ 2,008,388.07	0.99%	pooled funds
03/27/14	PM 112832292	Flagstar	\$ 406,696.42	0.50%	savings
Total			\$ 2,415,084.49		
08/01/02	SF RMB-007907	MBS	\$ -	0.00%	money market
01/08/09	SF 340342006	Flagstar	\$ 5.48	0.00%	savings
Total			\$ 5.48		
12/01/09	PA RMB-027657	MBS	\$ -	0.00%	money market
11/27/09	PA 5765-6311	Wells Fargo	\$ -	0.00%	money market
Total			\$ -		
02/08/13	TA 0289-0003	MI Class	\$ -	0.00%	pooled funds
Total			\$ -		
08/01/02	WF RMB-007915	MBS	\$ -	0.00%	money market
05/22/09	WF 0289-0005	MI Class	\$ -	0.00%	pooled funds
Total			\$ -		
03/09/17	BP 0289-0009	MI Class	\$ 400,559.84	0.99%	pooled funds
Total			\$ 400,559.84		
03/09/17	RDS 0289-0010	MI Class	\$ 300,420.07	0.99%	pooled funds
Total			\$ 300,420.07		
Total Non-Fixed Investments			\$ 18,176,511.06		
Total Fixed and Non-Fixed Investments			\$ 21,376,757.88		

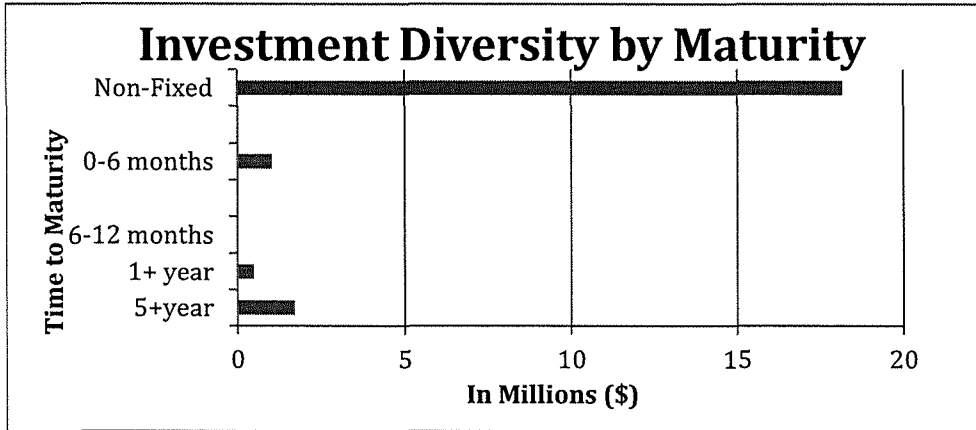
FIXED MATURITY INVESTMENT TRANSACTIONS FOR APRIL 2017

04/19/17	GENERAL FUND		
	Horizon CD matured - funds placed in Horizon Checking incl/interest	\$	1,008,999.99
04/25/17	BIKEPATH		
	Horizon CD matured- funds place in Horizon Checking incl/interest	\$	251,407.53

NON-FIXED INVESTMENT TRANSACTIONS FOR APRIL 2017

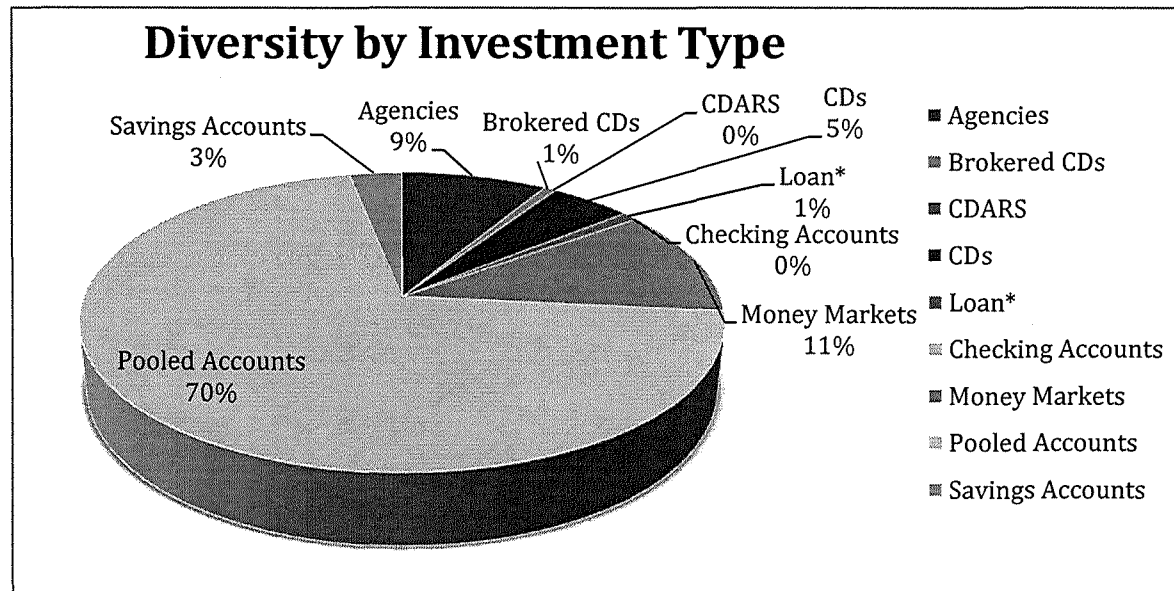
04/05/17	LAND PRESERVATION		
	ACH'd funds from MBS money market to Horizon Checking	\$	155.34
04/05/17	LAND PRESERVATION RESERVE		
	ACH'D funds from MBS money market to Horizon Checking	\$	3,125.00

Investment Report Charter Township of Meridian



Current Investment Portfolio Size

Certificate of Deposits	\$ 1,020,746.82
CDARS	\$ -
Brokered CD's	\$ 150,000.00
Agencies	\$ 1,830,000.00
Loan*	\$ 199,500.00
Money Markets	\$ 2,459,705.93
Checking Accounts	\$ -
Savings Accounts	\$ 659,359.04
Pooled Funds	\$ 15,057,446.09
	\$ 21,376,757.88



* Not an official investment but reflected for tracking purposes.

Bank	Amount Fixed	Amount Non-Fixed	Total Investment
Horizon	\$ -	\$ 200,804.99	\$ 200,804.99
Flagstar	\$ -	\$ 659,354.04	\$ 659,354.04
MBS	\$ 1,980,000.00	\$ 10,171.99	\$ 1,990,171.99
MI Class	\$ -	\$ 15,057,446.09	\$ 15,057,446.09
Commercial Bank	\$ 1,020,746.82	\$ -	\$ 1,020,746.82
MSU Federal CU	\$ -	\$ 1,237,810.32	\$ 1,237,810.32
Wells Fargo	\$ -	\$ -	\$ -
Huntington	\$ -	\$ 1,010,923.63	\$ 1,010,923.63
DDA Loan	\$ 199,500.00	\$ -	\$ 199,500.00
Totals	\$ 3,200,246.82	\$ 18,176,511.06	\$ 21,376,757.88
% of total investment	14.97068376	85.02931624	100

Each investment institution has received and signed the Meridian Charter Township Investment Policy and Agreement to Comply.

The signed agreement specifies that they are adhering to Public Act 20.

9. A

**CLERK'S OFFICE
BOARD COMMUNICATIONS
JUNE 6, 2017**

Board Information (BI)

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

March 9, 2017

Tim Dempsey, Director of Planning, Building, & Development
Department of Planning, Building, & Development
City of East Lansing
410 Abbott Road
East Lansing, MI 48823

**RE: Ordinance 1397
2447 East Lake Lansing Road**

Dear Mr. Dempsey:

This letter is regarding the request by Agree Limited Partnership to rezone the property located at 2447 East Lake Lansing Road from B4, Restricted Office District to B2, Retail Sales Business District. This letter will serve as initial comments from the Township regarding the rezoning.

The subject property consists of approximately 7.10 acres, and is currently, zoned B4, Restricted Office District. The property located immediately to the east is single family residential, mainly consisting of the Everett Farms subdivision. The property located immediately to the south is the proposed Costco site within the City of East Lansing jurisdiction. To the north is a Rite Aid and across Lake Lansing Road are single family homes and a church. Across Business Loop I-69 are single family residential homes and a senior housing development.

The proposed B2 district allows for retail, office, and auto oriented uses. The district does not contain any setback requirements from residential properties. The total square footage of the buildings that can occupy the site is not limited in size.

The current B4 district is intended for office uses. This district requires a greater setback from residential properties and restricts lot coverage, which is designed to make the development more compatible with surrounding uses. Under the current zoning, the total permitted square footage of the principal buildings is 25,000 square feet.

The Township is very concerned with the potential impacts of the rezoning to the adjacent Township residents. Additional consideration should be given to protect and buffer the neighbors from the increased traffic, noise, and lights created from the intensity of development allowed by the B2 zoning district.

JUN 06 2017

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 853-4000

www.meridian.mi.us



JUN 06 2017

BI-1

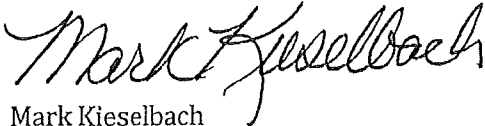
CITY OF EAST LANSING

March 7, 2017

Page 2

If you have any questions, please feel free to contact me. I would be willing to either meet with you and/or the City Council to discuss this matter in greater detail.

Sincerely,



Mark Kieselbach

Director of Community Planning and Development

(517) 853-4506

5151 Marsh Road

Okemos, MI 48864

CC: Frank Walsh

George Lahanas

JUN 06 2017

BI-1

(page 2 of 2)

JUN 06 2017

May 12, 2017

Everett Farms Homeowners' Association
P.O. Box 335
Haslett, MI 48840

East Lansing City Hall
410 Abbot Road
East Lansing, MI 48823

To the East Lansing City Council:

RE: Proposed Rezoning of Property at 2447 E. Lake Lansing Road, from B-4 Restricted Office to B-2 Retail Sales Business District

On behalf of the Everett Farms Homeowners' Association we hereby express our opposition to any change in zoning of this parcel. We would note that when a portion of the property was rezoned to B-2 Retail Sales the current owners agreed that the balance of the property (currently up for rezoning) would remain as B-4 in order to create a suitable barrier between the Rite Aide and the rear of lots in our subdivision.

The current action by the property owners appears to be an effort to renege on the promises that were made to our property owners at the time of the original rezoning.

We also have been very surprised to find that this property was gerrymandered into East Lansing to assist a former member of the East Lansing City Council Board. While that fortunate action cannot now be reversed, it would certainly seem that to soften the impact of that action, this rezoning request should be denied.

Sincerely,



Craig Allen, President
Everett Farms Homeowners' Association Board

cc: Frank Walsh, Meridian Township Manager
Meridian Township Board
Meridian Township Planning Department
City of East Lansing Planning Commission

JUN 06 2017

BI-2

JUN 06 2017

Sandy Otto

From: phyllis vaughn <vaughnp8@yahoo.com>
Sent: Wednesday, May 31, 2017 4:31 PM
To: Board
Subject: Oasis Food truck,

To the Board of Meridian,
I as a private citizen am asking you to revisit the licensing of food trucks.
As a former business owner, I find it very unfair business practice. The Oasis food truck at corner of Marsh and Haslett has been there too long. I originally thought they were given 30 day permits. I learned today from Mr. Menzer they renew it. The cost to them is \$2 a day to do business on one of the best corners in Haslett.
I wonder the cost it is to the businesses with brick and mortar stores? Please reconsider this. A business who has a building has to maintain that building, if they have \$10 in sales or none. Also pay expenses for employees.
It is a great deal for the vendor but not for the neighboring businesses.

Also I want to thank the board Members who held fund raiser to support Police and Fire. I was surprised more people didn't attend.

Thank you,
Phyllis Vaughn

"Give your best to the world and the best will come back to you."

"Friends are Angels who lift us to our feet, when our wings forget how to fly"

JUN 06 2017

BI-3

JUN 06 2017

Sandy Otto

From: Donna Rose <wild-rose@sbcglobal.net>
Sent: Thursday, June 01, 2017 10:53 PM
To: Board
Cc: Frank Walsh
Subject: For June 6 Board Packet

Dear Meridian Township Board of Trustees,

At their last meeting, the Meridian Transportation Commission made a recommendation to you to ask the Ingham County Road Department for the inclusion of an Audible Pedestrian Signal (APS) to be placed at Okemos and Jolly Road. The Ingham County Road Department is planning to do a lot of work at that intersection beginning in July. It is much less expensive to include an APS there now, than to have to retrofit one later to the tune of about \$20,000 more. It is always standard practice to install curb cuts at any intersection that is being modified for those who use wheelchairs, and it is equally important to follow ADA guidelines to upgrade all pedestrian aspects of an intersection so everyone has the same information when crossing. They are not currently planning to do this, but probably will if our Township asks.

As you are aware, this intersection has businesses and hotels nearby and is soon to have more apartments built there too. APS provide the same information to those who are blind or visually impaired, and those with cognitive disabilities, that everyone else gets when using a regular lighted pedestrian signaling device. Businesses along this area would probably embrace such accessibility so all pedestrians can visit their establishments.

I understand they were not thinking of including pedestrian signaling devices on the eastside of this intersection, but that needs to be requested as well. There is nothing worse than being able to cross one side of a road and not the other. And of course all corners of this intersection should be fitted with an Audible Pedestrian Signal as to make it uniform for all users.

When you think of a curb cut you might think of wheelchair access, but as you know these little ramps provide easy access to people with strollers, grocery carts and bikes, plus more. It is the same thing for Audible Pedestrian Signals. A variety of people find them useful. And while pedestrians must still pay attention when crossing at an Aps, at least they know when they have the "WALK" signal.

I am hoping you will follow the recommendation of the Transportation Commission and ask the Ingham County Road Department to make sure to add the Audible Pedestrian Signaling at the four corners of this intersection from the beginning of the project. They have installed these devices at many intersections around town. There is one at Lake Lansing and N. Hagadorn, Division and Grand River, N. Hagadorn and Grand River and others as well in case you would like to check one out. There is a concept in the Transit world, called "Complete Streets". This concept includes universal access to street crossings, sidewalks, public transit and more for all individuals. Let's work on this goal for Meridian Township.

Thank you for considering my viewpoint.

Donna Rose
Cobblers Dr.

JUN 06 2017

BI-4

JUN 06 2017

9.A

**CLERK'S OFFICE
BOARD COMMUNICATIONS
JUNE 6, 2017**

Commission Linkage (CL)

Sandy Otto

From: Patrick J. Boog [<mailto:pjboog@yahoo.com>]

Sent: Monday, May 01, 2017 11:07 AM

To: Joyce Marx

Subject: Re: Residence

Hi Joyce, yes I just moved out of Meridian Township last week. I only expect to be in my present residence for 1 year. After that, I may or may not be moving back to Meridian Township. Therefore, if I do move back into Meridian Township I would like to renew my seat on the commission. However, if that is against the rules then you can consider this my resignation. Take care.

Patrick J. Boog
Attorney and Counselor at Law
321 West Lake Lansing Road
East Lansing, Michigan 48823
www.booglaw.com

JUN 06 2017

CL-1

JUN 06 2017

Benjamin Motil

From: Nikki Soldan <nikki@soldanspet.com>
Sent: Monday, May 15, 2017 12:44 PM
To: Benjamin Motil
Subject: Re: CIA Meeting Minutes

Hey Ben -

At this point I feel I must give up my seat and again apologize. We have so much going on at the moment at the stores I'm unable to give this the time that it deserves. When I was initially approached about this from Brett he did not specify the time commitment to me.

Wish you guys the best, all of the emails I see are very neat and this is a great thing for our community. When i figure out a way to make 6 more of me I'll let you know.

Best,

Nikki Soldan
Business Development Manager
Soldan's Pet Supplies
Nikki@soldanspet.com
www.soldanspet.com



JUN 06 2017

cl-d

JUN 06 2017

Sandy Otto

From: LuAnn Maisner
Sent: Monday, May 22, 2017 11:35 AM
To: Brett Dreyfus; Sandy Otto; Mike McDonald (macmeridian@comcast.net); Mark Stephens (steph143@msu.edu); Annikja Brixie Schaetzl (annikas@msu.edu); amanda.lick@gmail.com
Cc: Robin Faust; Frank Walsh; Derek Perry; ronstyka@gmail.com
Subject: FW: Resignation notice

Hi All,

Below is the formal resignation from Richard Baker from the Park Commission. It was received today at 10:44am. The Park Commission will be making a recommendation to the Township Board for a replacement in the near future.

Thank you.

LuAnn

From: Richard Baker [mailto:rjbthunder@yahoo.com]
Sent: Monday, May 22, 2017 10:44 AM
To: LuAnn Maisner
Subject: Re: Resignation notice

LuAnne, thank you for the reminder. I have not confirmed that I was moving until the middle of last week so I delayed sending in the letter of resignation. However, please accept this as a formal request to accept my resignation from the board because I am moving out of the jurisdiction.

I have enjoyed the brief stint on the board and had looked forward to being an active member. I enjoyed working with the board members as well as you and will miss it. Best of luck in implementing all the projects.

Sincerely;
Richard Baker

Sent from Yahoo Mail for iPhone

On Monday, May 22, 2017, 10:38 AM, LuAnn Maisner <maisner@meridian.mi.us> wrote:

Hi Richard,

Hope you are well. Since the Park Commission is an elected position, the Clerk's office has requested a written note from you confirming your resignation. A simple email back to me will do it.

Thank you.

JUN 06 2017

CL-3

JUN 06 2017

9. A

**CLERK'S OFFICE
BOARD COMMUNICATIONS
JUNE 6, 2017**

Staff Communications (SC)



To: Board Members
From: Jennifer Quinlivan
Jennifer Quinlivan, Assistant Planner
Date: May 23, 2017
Re: Sustainability and Climate Action Plan

Attached is a draft of the Sustainability and Climate Action Plan prepared by the Township's Energy Team. The draft is scheduled for a public hearing at the Environmental Commission meeting on July 5, 2017 at 7:00 p.m. in the Town Hall Room of the Meridian Municipal Building. Representatives from the Energy Team will present the draft to the Environmental Commission and answer questions.

Attachment

1. Sustainability and Climate Action Plan dated, May 9, 2017.

G:\Community Planning & Development\Planning\ENVCOMM\Memos\2017 memos\Sustainability Climate Action Plan Public Hearing 7-5-2017.tb

JUN 06 2017

SC-1

JUN 06 2017



Sustainability & Climate Action Plan

(draft: 5-9-2017)

Contents

Introduction	3
Purpose, Scope, and Process	3
Why Climate Action?	4
Sustainability Plan, Programs, Policies, and Progress to Date	5
a. Energy Efficiency	5
b. Renewable Energy	7
c. Recycling and Waste Reduction	9
d. Transportation	10
e. Water Management	12
f. Cross-Cutting	14
Conclusion	16
Acknowledgements	16

JUN 06 2017
SC-1
(page 2 of 16)
JUN 06 2017

Introduction

Energy is deeply connected to our community's economy, environment, and long term quality of life. Meridian residents spend over \$100,000,000 each year on energy.¹ The majority of this, consisting of non-renewable coal, oil, and natural gas, is imported from outside of Michigan. Most energy efficiency investments are dollars spent in our community and they have a multiplier effect. A 2011 report on the "Economic Impacts of PA 295 Energy Optimization Investments in Michigan" indicated that for each dollar spent on energy efficiency there is a net increase of over seven dollars in the cumulative Gross State Product (GSP). Energy expenditures represent a huge impact on our economy, our health, and our environment. In light of the urgency to mitigate climate change and the imperative to use tax \$ wisely, a plan to use resources wisely, economically, and efficiently is timely.

Purpose, Scope, and Process

Meridian Township has a long history of environmental stewardship. The adoption of a Sustainability and Climate Action Plan provides a framework and blueprint for continuing and expanding this legacy. This Plan helps nurture this culture of environmental stewardship that influences all Township policies and actions.

The Plan focuses on five areas: Energy Efficiency, Renewable Energy, Recycling and Waste Reduction, Transportation, and Water Management. It offers a list of positive steps we can take now. It is intended to stimulate conversation, generate ideas, and evolve as new information, ideas, and people become available and involved. It is offered to supplement and dovetail with the Township Master Plan, Annual Plan, and related visions for a prosperous, healthy, and sustainable future.

As a working appendix to the Township's Master Plan, the Sustainability and Climate Action Plan is integrated with all Township government activities. Energy usage is a part of everything the Township and its staff does, so everyone is a partner in overall energy reduction efforts achieving a sustainable future. When partnerships come together with projects and priorities, a great deal can be accomplished.

It is envisioned that interests or funding will provide opportunities for ad hoc networks or working groups to take action toward achieving objectives and strategies in the Plan. Interest group networks may be internal, external, local, regional, or statewide. Funding for actions may be local, regional, state, or national.

The informal networks will need leadership within the township government and a sustainable way to do that is for township management to assign a Sustainability Leader for one or more of each of the five major areas of the Plan, Energy Efficiency, Renewable Energy, Recycling and Waste Reduction, Transportation, and Water Management. The primary duties of the leader would be to facilitate networks and partnerships to take advantage of interests and funding for achieving objectives of the Plan. The scope of duties and their limits can be developed by the Sustainability Leaders in their own informal network, once they are named.

Communication and education about interests, opportunities, and funding will be a continuing role of

¹ <http://energy.gov/articles/how-much-do-you-spend> downloaded 9-12-16

JUN 06 2017

SC-1

(page 3 of 16)

JUN 06 2017

the Meridian Township Energy Team as the Plan is implemented over the next 5 years. The Meridian Township Energy Team and Environmental Program Coordinator will assist township department staff with their efforts related to the plan and the Energy Team will report to the Township Manager and Environmental Commission on plan progress. As part of good government process, the Plan should be revisited at 5 year intervals and updated as needed.

Why Climate Action?

In 2007, Meridian joined 1000+ communities in signing the U.S. Mayors Climate Protection Agreement. More recently, East Lansing, Grand Rapids, Ann Arbor, Traverse City, and others have developed Climate Action, Energy, and Resiliency Plans. Many of these are integrated in Comprehensive Plans. The Michigan Municipal League, MI Townships Association, State of Michigan, and others have launched a Green Communities Network to assist local governments in addressing environmental challenges including climate change.

Climate change is largely attributed to greenhouse gases, such as CO₂, released from burning fossil fuels such as coal, oil, and natural gas. Climate change is predicted to have many impacts upon our weather, our health, and our economy. These include flooding, poor air quality, negative impact on trees, increased infectious diseases, and increased wildfire risk. One of the most significant impacts in Meridian Township will be more major rain events that lead to flooding.

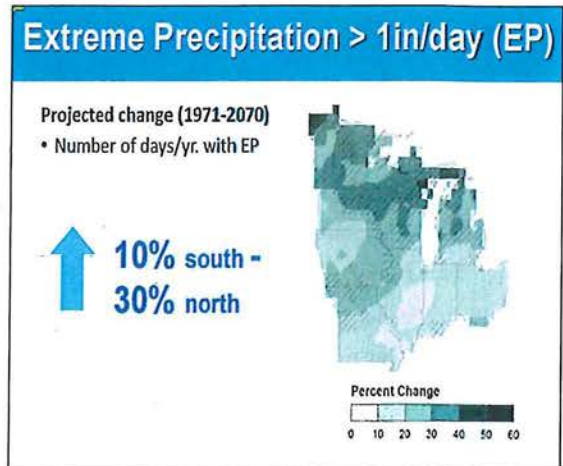


Figure 1: Great Lakes Integrated Sciences & Assessments (GLISA)

Predicted Changes in Michigan

Key Health Outcome	Biophysical Parameter Changes	Predicted Change
Respiratory Diseases	Air Pollutants increase with high temps; Pollen, Mold levels increase with longer growing season & more moisture	↑
Heat Morbidity, Mortality	More frequent, longer Heat Events; Warmer minimum temperatures	↑
Injury, CO Poisoning	More frequent Ice Storms, Extreme Rain leading to more Power Outages & Cleanup; changes in other storm types unclear	↑?
Waterborne Diseases, Toxins	Algal blooms, other Flood-related contaminations more frequent	↑
Vector borne Diseases	Impact on Mosquito & Tick lifecycle unclear	?

Figure 2: MI Climate & Health Adaptation Program

While exact impacts cannot be predicted, long term trends are evident and call for an organized response – especially when climate adaptation actions make communities better, more vibrant, more affordable, more sustainable, and more resilient places to live.

This Plan includes strategies that help can reduce climate change while saving money, saving energy, saving resources, and improving landscapes. These “actions of no regret” offer win-win opportunities that should be done regardless of opinions about the nature and threat of climate change.

JUN 06 2017

SC-1
(page 4 of 16)
JUN 06 2017

Sustainability Plan, Programs, Policies, and Progress to Date

a. Energy Efficiency

Energy efficiency remains the quickest, safest, and most economical way towards sustainability and resilience. Meridian has made great strides in reducing energy consumption, saving over \$100,000 during the past 5 years. These energy improvements have more than paid for themselves and a portion of this savings has been allocated to a Revolving Energy Fund to support new investments in efficiency.

A Mid-Michigan Energy Study (2014, Michigan Energy Options), illustrates this effort:

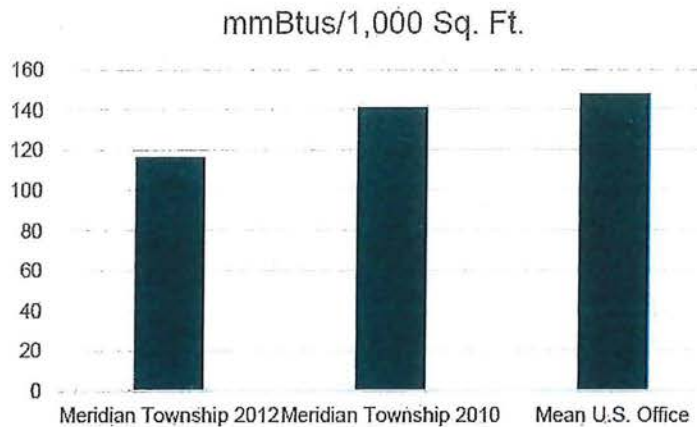
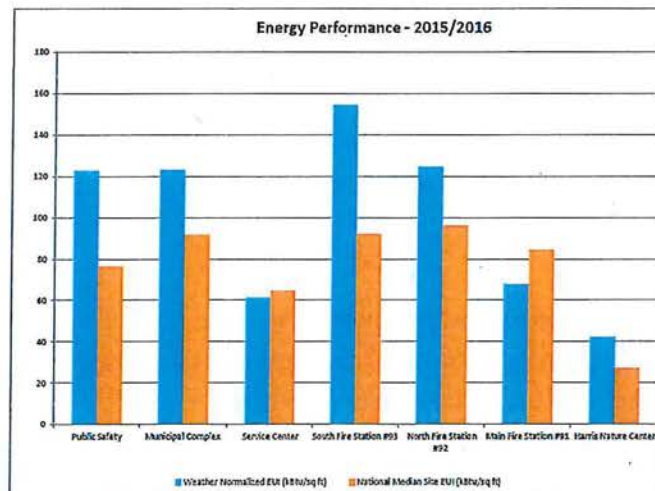


Figure 3: Mid-Michigan Energy Study 2014, Michigan Energy Options

A "Phase II" Energy Study was completed in 2015 (<http://bit.ly/phase-II>). In addition to seeking bids on the items recommended in this report (<http://bit.ly/p2summary>), a major engineering study is underway to explore some major HVAC system replacements and/or retrofits. A recent study, "Building Performance with Energy Star™" shows we still have energy savings potential (see <http://bit.ly/energy-performance-17>).



Objective a.1: Achieve significant energy cost savings and carbon reductions in township facilities. Implement energy efficiency measures outlined in recent energy studies.

Strategies:

- Implement recommendations from the latest [Building Performance with Energy Star Study](#) including development and adoption of a Meridian Energy Policy.
- Complete [Phase II Energy Recommendations](#) and HVAC Engineering Study.
- Review Recent Engineering Study/Capital Improvement Plans.
- Include major HVAC upgrades in Capital Improvement Plans.
- Obtain Energy Star designation for township buildings where possible.
- Establish LEED certification or the equivalent for all projects undertaken by the Township.
- Monitor savings and return 80% of savings to Revolving Energy Fund
- Budget funds to have Township buildings assessed for energy efficiency a minimum of once every five years.

Objective a.2: Explore other opportunities and partnerships

Strategies:

- Explore State and Federal grant funding, pilot programs, utility programs, etc.
- Continue and explore partnerships such as Green Community Network, Clean Cities, Sustainability Forums, and Greater Lansing area Local Government collaboration (East Lansing, Delhi, Williamstown Twp, Delta Twp, Ingham County, Clinton Co., Eaton Co, City of Lansing, etc.)
- Address the challenges of motivating employees and assisting residences and businesses.
- Explore providing incentives to builders to exceed the energy efficiency provisions of the state building code.
- Grow tree canopy throughout the township and especially in business areas to reduce cooling loads. Explore methods through ordinances or by providing incentives for existing businesses to upgrade their parking lots and landscaping to increase tree cover and shade to be energy efficient and environmentally friendly.

Objective a.3: Provide educational opportunities for Township staff and residents about energy consumption, savings, utility incentives, and other opportunities

Strategies:

- Discuss better ways to provide energy consumption data feedback to building managers, occupants/Township staff, and accounting/budgeting staff and financial managers. Information should also be provided to township residents so they are aware of township efforts.

b. Renewable Energy

Renewable energy systems are becoming more cost effective as technology advances increase efficiency, system costs decrease, and the price of traditional power sources increase. Meridian Township will explore and examine opportunities to install solar, wind, geothermal, and other renewable energy systems at Township facilities and to foster installations at private developments. The focus will be on solar energy in the near term because many opportunities exist. Meridian Township will look at policies and procedures that can hinder or encourage a greater use of renewable energy.

Past and Current Renewable Energy Efforts:

Meridian Township adopted a wind energy ordinance in May 2011. The purpose of the wind energy ordinance is to: a. Provide standards and regulations pertaining to the location, construction, design, maintenance, and abandonment of wind energy systems and anemometer towers; b. Enhance and expand the alternative energy options available to residents and businesses located in the Township; and c. Limit potential impacts to adjacent and nearby properties from wind energy systems and anemometer towers through proper design, engineering, and siting.

Meridian Township worked with Peninsula Solar, Michigan Energy Options, U.S. Dept. of Energy, and Consumers Energy to create a solar demonstration and educational project at Harris Nature Center. The demonstration includes a solar-powered webcam system and a grid-connected photovoltaic (PV) system. The main panels are mounted on a racking system on the roof (right photo) and a micro-inverter rests behind each panel. The two 250 watt roof-mounted solar panels were made in Michigan by Global Watt. These provide an average of 1.76 kWh on a sunny day. A separate 135 watt PV panel (left photo) powers two webcams pointed at the bird-feeding area and hawk cage. The cameras are independent of the electric grid and send images to the web for remote viewing. Energy production can be viewed at https://enlighten.enphaseenergy.com/pv/public_systems/Uwam100679/overview



The Meridian Township Energy Team has been discussing opportunities to encourage more solar energy in the Township. Community Solar has been a frequent topic of conversation and Consumers Energy was invited to select a Township site for their Solar Gardens pilot. Consumers Energy did actively look into a number of possible sites but was not able to find a site big enough (5-6 acres) and suitable for one of their Solar Gardens PV arrays. The Lansing Board of Water & Light (LBW&L) is developing a 300 kW Community Solar project in Burcham Park on the border of Meridian Township. Since the Township

does have LBW&L streetlighting accounts, the Township Board authorized leasing ten 300 watt solar panels at the Burcham Park PV array. The Township will get utility bill credits for 25 years based on the electric production from the leased solar panels.

Objective b.1: Develop Township policies and procedures that encourage the use of renewable energy.

Strategies

- Review Township ordinances and procedures to ensure that they are renewable energy-friendly and do not provide any unnecessary barriers to the use of renewable energy.
- Incorporate provisions in the Master Plan that encourage a greater use of renewable energy.

Objective b.2: Increase the use of renewable energy at Township facilities.

Strategies

- Obtain 50% of Township electricity from renewable energy sources by 2025 and 100% by 2035. Since the Township receives almost all of its electricity from Consumers Energy, indirectly the Township will get 15% of its electricity from renewable energy resources because of the state Renewable Portfolio Standard (RPS) requiring the 15%. The Township can do better and set a goal of obtaining an additional 35% of Township electric usage from renewable energy sources by 2025 and 85% by 2035.
- Pursue the installation of solar electric systems at Township facilities by Dec. 2018.
- Participate in Community Solar or other green purchasing programs where possible.
- Pursue grant funding for demonstrations of new renewable energy technologies.
- Explore non-grid connected applications like solar streetlighting and solar lighting for signs.
- Explore using a special millage to fund solar energy installations on township facilities.
- Explore the benefits and costs of using a solar electric system as backup power for Township buildings.

Objective b.3: Provide educational opportunities about renewable energy options and encourage the installation of renewable energy at private and public facilities throughout the Township.

Strategies

- Set a goal of obtaining 25% of total community electric use from renewable energy resources by 2025. This includes the 15% due to the RPS.
- Provide educational opportunities about current and proposed policies, programs and incentives that could help them utilize renewable energy.
- Work with developers to consider alternative energy in site plan and construction of new development. Explore the types of incentives that could be provided by the Township to encourage a greater use of renewable energy, e.g. incentives for net zero homes or PV systems, elimination of permit fees for PV systems.
- Explore collaborations with schools and other institutions on joint purchasing of renewable energy systems.

JUN 06 2017

SC-1
(page 8 of 16)

JUN 06 2017

c. Recycling and Waste Reduction

Meridian Township has partnered with citizen groups and waste haulers/recycling providers to provide recycling options to residents for over a decade. During this time, Meridian has offered drop-off for yard waste, paper, metal, glass, and #1-#2 plastic at its Recycling Center and Transfer Station at 5976 E. Lake Drive in Haslett. This has been expanded to include electronics, Styrofoam/expanded polystyrene, green glass, and batteries. In addition, useable household furniture and knick-knacks are often reclaimed and refinished for resale. In 2005, Granger, who serves the majority of single-family residential customers in the Township, began providing curbside recycling at no charge to their customers in 1-5 unit single-family dwelling units. Also, in 2006, the Meridian Township Citizen's Recycling Advisory Committee formed and offered the first bi-annual community-wide recycling day. In 2007 Meridian hired a Recycling Coordinator to assist with recycling efforts in the township.

This graph, from Granger Recycling, illustrates increases in curbside recycling rates during the past decade.

In 2015, larger residential recycling carts were offered, which helped increase recycling rates in the residential sector. In addition, more materials were collected at our drop off center.

Objective c.1: Increase recycling in single-family and 1-4 unit homes Reduce the amount of materials sent to landfills by 10% in 5 years.

Strategies

- Work with Granger and others to expand the use of 96 gallon carts.
- Explore having a single hauler in the township.
- Launch a collaborative marketing and outreach program to promote existing recycling services and options.
- Explore and conduct regional education and promotion opportunities in collaboration with the Regional Recycling Coordinating Committee (R2C2), Capital Area Local First (CALF) and other neighborhoods/organizations/partners.

Objective c.2: Expand recycling in multi-family housing and apartments and township departments. Reduce the amount of materials sent to landfills by 10% in 5 years.

Strategies

- Promote current recycling efforts in multi-family housing.

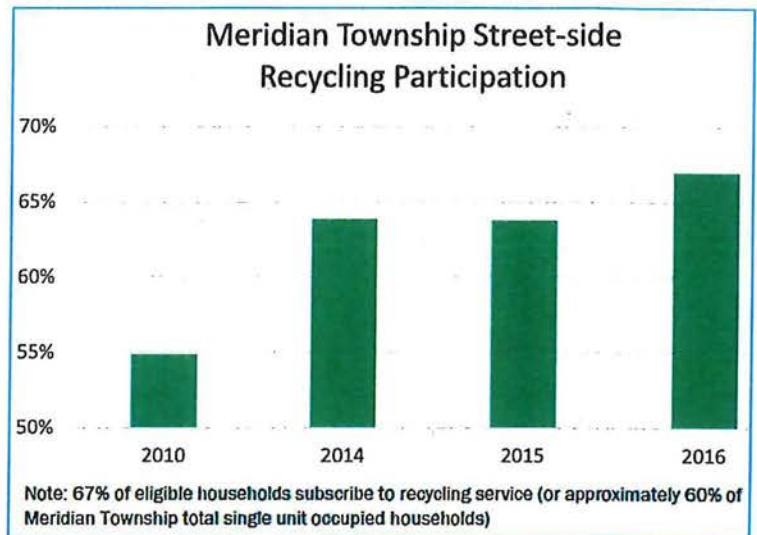


Figure 4 Granger 2016 Recycling Report

- Explore ordinances and policies that encourage recycling.
- Provide technical assistance to managers and occupants of multi-family housing/apartments.
- Implement a recycling campaign for all township departments.

Objective c.3: Offer community- and region-wide recycling events and other partnerships

Strategies

- Partner with local business, schools, neighborhoods, governments, churches, and others to promote and offer recycling events.
- Promote Ingham County household hazardous waste collections.
- Explore collaborative processing and/or transfer of recyclables locally and/or in the region (regional “material recovery facility”).
- Explore food, cooking oil/grease, composting, and related organic material recycling options.

Objective c.4: Provide educational opportunities on the 5 Rs. Refuse, Reduce, Reuse, Repurpose, Recycle.

Strategies

- Promote the 5 Rs and methods and programs that enable them.

d. Transportation

Transportation contributes 31% of greenhouse gases. Alternative fuels can reduce these impacts. The most accessible alternative to petroleum is often overlooked -- non-motorized transportation options like walking and biking. Transportation fuel use reduction measures decrease emissions, save the Township and its residents’ money, enhance environmental quality, and promote public health. The Township will focus on its own fleet, walking and biking, and land use decisions that can reduce petroleum use.

Past and Current Efforts:

A Complete Streets Ordinance was passed by Meridian Township on Sept. 18, 2012. The ordinance is “intended to provide safe, convenient, and comfortable routes for multiple modes of transportation including but not limited to walking, bicycling, personal vehicles and public transportation while encouraging healthy, active living, reduced traffic congestion and dependence on fossil fuels, and improved safety and quality of life for residents of Meridian Charter Township.”

The Township has 20 miles of trails (both natural and paved) and 80 miles of pedestrian/bicycle pathway. These trails and pathways are funded through the Park Millage and Pedestrian/Bicycle Pathway Millage and are maintained by the Township's Parks and Grounds Maintenance Staff. The purpose of the pedestrian/bicycle pathway system is to provide a network of interconnected pathways throughout Meridian Township. The completed system is intended to connect all destination points in the Township, including: schools in Okemos, Haslett, and East Lansing; libraries; parks; public buildings;

JUN 06 2017
 SC-1
 (page 10 of 16)
 JUN 06 2017

commercial areas; and related connecting routes outside the Township.

Smart Commute competitions encourage trips involving anything other than one driver in one motorized vehicle. Meridian has participated in the competitions for a number of years and in 2015 placed first among 23 teams participating. The 34-member Primed Meridian team won with 1,083 smart commutes. The previous year the team had 927 trips. The Township has also offered bikes and bike helmets to employees and volunteers for the past three years.

The Meridian Energy Team partnered with the Greater Lansing Area Clean Cities Coalition and ChargePoint to purchase and install an electric vehicle charging station at nearby Studio C in 2012. The Township has also explored clean diesel technology and experimented with biodiesel in its vehicles.



Objective d.1: Encourage employee and citizen participation in Smart Commute competitions and encourage employees and citizens to be smart commuters year round.

Strategies

- Continue to expand the bike and pedestrian pathways network throughout the Township.
- Encourage employee participation in Smart Commute competitions and encourage employees to be smart commuters year round.

Objective d.2: Decrease the use of petroleum in the Township vehicle fleet.

Strategies

- Choose the cleanest and most fuel-efficient vehicle that meets the department's needs.
- Use electric or hybrid vehicles whenever possible.
- Encourage efficient trip-planning to reduce the use of fuel.
- Conduct an efficiency inventory and audit of the government vehicle fleet.
- Adopt a fuel efficiency target for the government fleet, including an implementation plan for reaching this target. The plan should incorporate vehicle efficiency and life cycle cost analysis as well as highlight opportunities for purchasing or converting vehicles to be more efficient.
- Review and update the idling policy for the government fleet and/or a community-wide policy.
- Explore grants and support for alternative fuel vehicles and electric charging infrastructure.

Objective d.3: Use land-use planning to reduce vehicle miles traveled and petroleum use.

Strategies

- Continue a complete streets policy to ensure that the entire roadway is designed and operated with all users in mind - including bicyclists, public transportation vehicles and riders, and pedestrians of all ages and abilities. Increase miles of on-street bike lanes.
- Use the Urban Service Boundary to reduce vehicle miles traveled and encourage infill and redevelopment.

- Encourage cluster developments, mixed use and other compact residential choices closer to shopping, public transit and other services.

Objective d.4: Provide educational opportunities about transportation alternatives that can reduce petroleum use.

Strategies

- Provide educational opportunities about public transit, car sharing, smart commuting, and transportation-efficient communities.
- Provide educational opportunities about biking, walking, and driving safely, especially around bikers and walkers.
- Continue membership in and partnerships with Greater Lansing Area Clean Cities (<http://michigancleancities.org>) and providers of efficient vehicles, equipment, and fuels.
- Provide educational opportunities about web sites and apps to identify charging stations for electric vehicles. Encourage electric car charging stations.
- Continue to promote the employee and volunteer bike-sharing program.

e. Water Management

Water and how it is managed impacts almost all aspects of society, in particular health, food production, water supply and sanitation, and the functioning of ecosystems. Higher temperatures and changes in extreme weather conditions due to climate change are projected to affect rainfall, river flows and groundwater, and water quality. Water management is an important Township responsibility and pollution prevention and wetland preservation are priorities. One of the most significant Climate Change impacts in Meridian Township will be more major rain events that lead to flooding.



Past and Current Water Management Efforts:

Meridian Township Public Works and Engineering maintains, repairs and operates the water distribution system; which includes 158 miles of water mains, over 12,000 water services, 15,000+ water meters, 15,000+ remote readers, 1,900+ fire hydrants, and two 500,000 gallon elevated storage tanks. The Township is responsible for maintenance of the water mains in the streets and in easements, and for the service lines from the water main to the curb stop, and for the water meter. The property owner is responsible for maintenance of the water service line from the curb stop to the building.

JUN 06 2017
 SC-1
 (page 12 of 16)
 JUN 06 2017

The Township's web site has information on storm water management and pollution prevention including the following topics:

- Pollution Isn't Pretty
- What Can You Do? Public Responsibility and Stewardship
- Sanitary Sewers vs. Storm Sewers
- Prevent or Report Illicit Discharges
- How to Properly Wash Pavement and Your Car
- Pesticides and Fertilizers
- Disposing of Grass, Leaves, and Animal Waste
- Where to Dispose of Household Hazardous Waste, Travel Trailer Waste, Motor Oil, and More
- Septic System Maintenance
- Green Infrastructure and Low Impact Development
- Managing Riparian Lands

The Township is a member of the East Lansing Meridian Water & Sewer Authority and purchases treated water from the Authority for areas of the Township north of Bennett Road and Kinawa Dr. The Township purchases treated water from the Lansing Board of Water & Light for areas south of Bennett Road and Kinawa Dr.

The Township adopted a wetland protection ordinance that is more protective of wetlands than State regulations. The Township ordinance of "no net loss" of wetlands means that wetlands drained or filled must be replaced by a wetland of equal size. This includes wetlands as small as .25 acres. The Township maintains a wetland inventory and incorporates wetlands into the site plan review process, including setbacks from natural features such as wetlands.

Objective e.1: Decrease water usage at Township facilities.

Strategies

- Use building energy audits to determine which water fixtures to upgrade.
- Amend purchasing policy to require that when purchasing or replacing new toilets, showers, and faucets only low flow fixtures will be purchased.
- Install waterless urinals where appropriate.
- Explore and implement, as funds allow, a system to capture and use rainwater and gray water for turf and landscape irrigation at municipal facilities.

Objective e.2: Reduce the amount of storm water runoff.

Strategies

- Partner with the Ingham Co. Drain Commission on reduction in storm water runoff.
- Increase the number of street trees.
- Use porous pavement, rain gardens, bioswales, riparian buffers, and retention ponds.
- Use township parks and other properties to demonstrate these strategies.
- Provide credits on water bills for rain barrels, porous pavement, and rain gardens.
- Encourage projects that reuse storm water for irrigation purposes.
- Discourage development within wetlands, floodplains, floodplain fringe areas, and water retention areas.

Objective e.3: Provide educational opportunities about water conservation and management.

Strategies

Educational opportunities might include:

- importance of water conservation by creating signs or other outreach materials describing why we conserve water and what the Township is doing to conserve water.
- fertilizer use and alternatives as it affects run-off to streams etc.
- information about rain barrels.
- information about water efficient appliances such as low-flow toilets and showerheads and Energy Star clothes and dish washers.
- how water usage compares to a typical home's water usage.

Objective e.4: Explore opportunities for water efficiency improvements within Meridian's water supply and sewage treatment systems.

Strategies

- Discuss opportunities with East Lansing Sewage Treatment Plant, East Lansing Meridian Water and Authority, and Lansing Board of Water and Light.
- Review water safety and supply plans and strategies.

f. Cross-Cutting

Some issues and activities cut across some or all of the five program areas.

Objective f.1: Provide Educational Opportunities

Educational opportunities can be provided via the following mechanisms:

- Maintain and update the Township web site as needed.
- Partner with HOM-TV and the Communications department to provide information
- Use the web page, HOM-TV, public forums, and other means to make residents aware information of current and proposed policies, programs and incentives

Objective f. 2: Monitor greenhouse gas reductions and energy and cost savings and determine benefits to the community.

Strategies

- Have township departments communicate progress to the Environmental Commission and Township Manager about activities related to the Meridian Township Sustainability and Climate Action Plan.
- Continue current monitoring efforts.
- Invest in monitoring equipment as needed. Explore cost-effective energy monitoring systems, software, assistance, and equipment including WeGoWise and Consumers Municipal Energy Efficiency Pilot.

- Calculate water, energy, and cost savings and reductions in greenhouse gases.
- Prioritize top energy-using sites/buildings/equipment for more frequent monitoring.
- Stay abreast of changes in Consumers E-Billing Program, smart metering opportunities, street lighting options, and other pilot programs.
- Reporting metrics would include:
 - 1) Total annual municipal energy consumption (MBTU)
 - 2) Total annual communitywide energy consumption (MBTU)
 - 3) Annual energy and cost savings from energy improvements to municipal buildings (MBTU, \$)
 - 4) Total annual renewable energy generated from township facilities or purchases (kWh)
 - 5) Total annual renewable energy generation in the community (kWh)
 - 6) Materials recycled communitywide (tons/year)
 - 7) Number of participants recycling (#residents, #businesses)
 - 8) Annual municipal water consumption (gallons)
 - 9) Annual communitywide water consumption (gallons)
 - 10) Number of electric, electric hybrid, or alternative fuel vehicles in the township fleet
 - 11) Annual fuel savings in the township fleet (gallons of petroleum-based fuel)
 - 12) Percent sustainable commutes by mode type (%walked, %biked, % public transportation)

Objective f.3: In evaluating any major capital outlay project, consider the potential impacts on sustainability goals.

Strategies

- Proposals for capital improvements should include a brief paragraph indicating sustainability implications.

Objective f. 4: Include sustainability efforts in economic development and placemaking

Strategies:

- Assist businesses to achieve their sustainability goals
- Incorporate sustainability goals in tax abatements
- Offer fast tracking and technical assistance for sustainable developments

Objective f.5: Participate in community and regional collaborations to promote sustainability and climate action goals

Strategies:

- Work with other local governments in the Lansing area and the Tri-County Planning Commission to achieve sustainability and climate action goals and promote resilient communities.
- Use ad-hoc working groups within the township and region to pursue plan goals

JUN 06 2017
 SC-1
 (page 15 of 16)
 JUN 06 2017

Conclusion

This Sustainability and Climate Action Plan for Meridian Township documents the remarkable activities implemented by the Township for using energy wisely, economically, and efficiently since the Township's signing of the U.S. Mayors Climate Protection Agreement 10 years ago. Much progress has been made and the Township's departments can be proud of the efforts to date.

The Plan moves the Township further along the path of lowering energy usage impacts to the economy, health, and environment by recommending both short and long term actions. These actions are in ___ specific strategies encompassing ___ general objectives under the 5 broad areas of Energy Efficiency, Renewable Energy, Recycling/Waste Reduction, Transportation, and Water Management. Implementing the strategies will help make the Township an even better place for residents to live, work, and play and go a long way to ensuring a sustainable future.

As an appendix to the Township's Master Plan, the specific strategies in this plan should be revisited every 5 years and a summary of accomplishments prepared.

Acknowledgements

- City of East Lansing
- Great Lakes Integrated Sciences & Assessments
- Meridian Energy Team
- Meridian Environmental Commission

Figure 1: Great Lakes Integrated Sciences & Assessments (GLISA)

Figure 2: Michigan Climate and Health Adaptation Program

Figure 3: Mid-Michigan Energy Study 2014, Michigan Energy Options

Figure 4 Granger 2016 Recycling Report

JUN 06 2017
SC-1
(page 16 of 16)
JUN 06 2017

9. B

PROPOSED BOARD MINUTES

PROPOSED MOTION:

Move to approve and ratify the minutes of the May 16, 2017 Regular Meeting as submitted.

ALTERNATE MOTION:

Move to approve and ratify the minutes of the May 16, 2017 Regular Meeting with the following amendment(s): [insert amendments].

**JUNE 6, 2017
REGULAR MEETING**

CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD REGULAR MEETING - **DRAFT** -
5151 Marsh Road, Okemos, MI 48864-1198
853-4000, Town Hall Room
TUESDAY, MAY 16, 2017 6:00 P.M.

PRESENT: Supervisor Styka, Clerk Dreyfus, Trustees Deschaine, Jackson, Opsommer, Sundland
ABSENT: Treasurer Brixie
STAFF: Township Manager Frank Walsh, Assistant Township Manager/Director of Public Works and Engineering Derek Perry, Director of Community Planning & Development Mark Kieselbach, Police Chief David Hall, Fire Chief Fred Cowper, Information and Technology Director Stephen Gebes, Communications Director Deborah Guthrie, Human Resources Director Joyce Marx, Economic Development Coordinator/Associate Planner Ben Motil

1. CALL MEETING TO ORDER

Supervisor Styka called the meeting to order at 6:00 P.M.

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Styka led the Pledge of Allegiance.

3. ROLL CALL

The secretary called the roll of the Board.

4. PRESENTATION

A. CADL Annual Report-Ann Chapman & Betsy Hull

Ann Chapman, Haslett Branch Head Librarian, and Betsy Hull, Okemos Branch Head Librarian, provided extensive overviews of 2016 activities for their respective library branches.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened Public Remarks.

Neil Bowlby, 6020 Beechwood Drive, Haslett, addressed several comments the Township attorney made at the last Board meeting relative to Board minutes, the amount of available developable land within the Haslett School district, and age friendly cities.

Jeff Kyes, KEBS, Inc., 2116 Haslett Road, Haslett, clarified tank removal, signage issues and the impervious/pervious area relative to Commercial Planned Unit Development (CPUD) #17014.

Bruce Little, 5015 Meridian Road, Williamston, spoke in opposition to the proposed Police and Fire Millage on the August 8, 2017 ballot.

Quenda Story, 4526 Marlborough, Okemos, addressed police and fire services offered by Meridian Township compared to the taxes assessed.

Supervisor Styka closed Public Remarks.

6. TOWNSHIP MANAGER REPORT

Manager Walsh reported the following:

- Appreciation to IT Director Stephen Gebes for his assistance to Ingham County during its recent cyber attack
- Township attendance at neighborhood meetings to provide information regarding the proposed Police and Fire Millage
- Hannah Farms East project has been delayed a few meetings for applicant modification
- Draft list of recommended streets for 2017 local road repair to come before the Board in the next few meetings
- 2016 audit will be before the Board on June 20th

7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Clerk Dreyfus reported the following:

- His attendance at the recent Annual Education Day hosted by the Michigan Association of Municipal Clerks (MAMC) and a Capitol Area Municipal Clerk’s Association (CAMCA) meeting
 - New Bureau of Elections Director in June, 2017
 - Statewide roll out of new election equipment
 - Qualified Voter File (QVF) overhaul within the Bureau of Elections
- Employment of a new Assistant to the Clerk in his office
- “Pros” of consensus driven Boards v. deficits of majority-rule Boards

Trustee Deschaine reported the following:

- Human Services Specialist Darla Jackson spoke at this morning’s Kiwanis Club concerning the Meridian Cares Fundraiser to be held May 18th at Henry’s Place

Trustee Opsommer reported the following:

- CATA Board meeting tomorrow afternoon
- His attendance at the Haslett Community Church solar project dedication

Supervisor Styka reported the following:

- His participation in a Michigan Bar Association medical marihuana webinar
- His attendance at Ingham County Board of Commissioners (ICBC) subcommittee on Complete Streets
- Attendance at the most recent code enforcement meeting
- Okemos High School will embark on a solar panel project
- Meridian Garden Club Fundraiser to be held at Frames Unlimited this weekend
- New Okemos Public Schools superintendent has been named
- Love a Park Day event this weekend
- Senior fitness program at Wonch Park begins May 31st at 11:00 A.M.
- June 3rd Take a Tour through Meridian tickets are \$1.00

8. APPROVAL OF AGENDA

Clerk Dreyfus moved to approve the agenda as submitted. Seconded by Trustee Jackson.

VOICE VOTE: Motion carried 6-0.

9. CONSENT AGENDA (SALMON)

Supervisor Styka reviewed the consent agenda.

Clerk Dreyfus moved to adopt the Consent Agenda. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Treasurer Brixie, Clerk Dreyfus

NAYS: None

Motion carried 6-0.

A. Communications

(1) Board Deliberations (BD)

13A-1 Phyllis Vaughn, 6200 Balog Court, Haslett; RE: Convenience store included in Commercial Planned Unit Development #17014

(2) Board Information (BI)

BI-1 Judy Ratkos, 5970 Sleepy Hollow Lane, East Lansing; RE: Concerns regarding extension of sanitary sewer and water main to the Sleepy Hollow neighborhood

BI-2 Donna Rose, 6207 Cobblers Drive, East Lansing; RE: Transportation Commission Vacancy

BI-3 D. A. Kunisada, 2149 Quarry, East Lansing; RE: Grading of Pre-existing Property

(3) Staff Communications (SC)

SC-1 Director Deborah Guthrie; RE: Press Release and Flyer on the Meridian Garden Club Benefit Night Featuring Pressed Art, Wine and Canvas

SC-2 Director Kieselbach; RE: Site Plan Review Approvals (as of May 12, 2017)

Clerk Dreyfus moved that the communications be received and placed on file, and any communications not already assigned for disposition be referred to the Township Manager or Supervisor for follow-up. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None

Motion carried 6-0.

B. Minutes

(1) Clerk Dreyfus moved to approve and ratify the minutes of the April 25, 2017 Special Meeting as submitted. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None

Motion carried 6-0.

(2) Clerk Dreyfus moved to approve and ratify the minutes of the May 2, 2017 Regular Meeting as submitted. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None

Motion carried 6-0.

C. Bills

Clerk Dreyfus moved that the Township Board approve the Manager's Bills as follows:

Common Cash	\$	153,948.22
Public Works	\$	539,482.27
Trust & Agency	\$	210.00
Total Checks	\$	693,640.49
Credit Card Transactions (April 26th to May 8th, 2017)	\$	5,032.32
Total Purchases	\$	<u>698,672.81</u>
ACH Payments	\$	<u>81,225.60</u>

Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None
Motion carried 6-0.

[Bill list in Official Minute Book]

- D. 2016 Fire Prevention and Safety Grant Program
Clerk Dreyfus moved to authorize the Fire Department to apply for and accept a Fire Prevention and Safety Grant through the Department of Homeland Security in the amount of \$75,000.00 with the Township's 5% share being \$3,750.000 coming from the 2017 General Fund. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None
Motion carried 6-0.

- E. Adoption of the 2015 International Fire Code
Clerk Dreyfus moved to introduce for publication and subsequent adoption an ordinance amending the Code of the Charter Township of Meridian relative to the 2015 International Fire Code. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None
Motion carried 6-0.

- F. Resolution for Camera Security System Grant
Clerk Dreyfus moved to authorize Human Resources Director Marx to apply for a \$5,000 Camera Security Grant through the Michigan Township Participating Plan Risk Reduction Grant Program for the purposes of installing two outdoor parking lot cameras at the Municipal Building. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None
Motion carried 6-0.

- G. Ratification of Police Officer Appointment
Clerk Dreyfus moved to ratify the appointment of Stephanie M. Lewis to the position of Police Officer contingent upon successful completion of those items stipulated in the conditional offer of employment. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None
Motion carried 6-0.

10. QUESTIONS FOR THE ATTORNEY (None)

11. HEARINGS

- A. Bennett Village Phase #2 Public Streetlighting Improvements Special Assessment District No. 424

Supervisor Styka opened the public hearing at 6:46 P.M.

Assistant Township Manager/Public Works & Engineering Director Perry summarized the proposed special assessment district (SAD) as outlined in staff memorandum dated May 16, 2017.

- Public (None)

Supervisor Styka closed the public hearing at 6:47 P.M.

12. ACTION ITEMS

- A. Preliminary Plat #03012 (Fedewa), preliminary plat extension for Sierra Ridge Estates
Director Kieselbach summarized the proposed preliminary plant extension for Sierra Ridge Estates as outlined in staff memorandum dated May 11, 2017.

Trustee Jackson moved to adopt the resolution extending preliminary plat approval for the remaining 30 lots in Sierra Ridge Estates. Seconded by Trustee Deschaine.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus

NAYS: None

Motion carried 6-0.

- B. Resolution Opposing HB 4503 and SB 329
Manager Walsh summarized the Township’s position on Senate Bill 329 and House Bill 4503 as outlined in staff memorandum dated May 10, 2017.

Trustee Jackson moved to adopt the resolution opposing Senate Bill 329 and House Bill 4503. Seconded by Trustee Deschaine.

Board discussion:

- Opposition to state removal of local control
- Short-term rentals are listed online (e.g., airbnb)
- Referral to the Committees on Tourism and Outdoor Recreation is unusual given the effect these bills would have on local government
- Bills are a shortsighted preemption of local government
- One complaint regarding a short-term rental in the Township
- Short-term rentals have been designated as a topic for discussion in an upcoming Board study session
- Short-term rentals are a growing multi-billion dollar industry

Trustee Opsommer moved to amend the resolution as follows:

- **Strike the period at the end of the resolution and add: “, and BE IT ALSO FURTHER RESOLVED that copies of this resolution be transmitted to Senator Curtis Hertel, Jr.; Representative Sam Singh; Chair of the House Committee on Tourism and Outdoor Recreation, Representative Holly Hughes; Chair of the Senate Committee on Local Government, Senator Dale Zorn; and members of the respective House and Senate committees.**

Seconded by Trustee Jackson.

VOICE VOTE ON THE AMENDMENT: Motion carried 6-0.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Clerk Dreyfus
 NAYS: None
 Motion carried 6-0.

C. Brownfield Authority Appointments

Supervisor Styka summarized his proposed appointments as outlined in staff memorandum dated May 11, 2017.

Trustee Jackson moved to approve the appointments made by Supervisor Styka to the Brownfield Redevelopment Authority for the listed terms as follows:

1. **Frank Walsh, Manager, Charter Township of Meridian; through 12/31/19**
2. **Chris Buck, 2642 Loon Lane, Okemos, member of the Economic Development Corporation; through 12/31/17**
3. **Ned Jackson, 6232 W. Reynolds Road, Haslett, member of the Environmental Commission; through 12/31/17**
4. **John Scott-Craig, 5244 Wardcliff Drive, East Lansing, member of the Planning Commission; through 12/31/17**
5. **Jeffrey Theuer, 4097 Breakwater Drive, Okemos, Attorney-at-Law; through 12/31/19**
6. **John Matuszak, 1684 Crystal Cove, Haslett; Professional Engineer; through 12/31/18**
7. **Joyce Van Coevering, 1744 Maple Ridge, Haslett, Retired Director, Office of Support Services, Michigan Department of Management and Budget; through 12/31/18**

Seconded by Trustee Sundland.

VOICE VOTE: Motion carried 6-0.

13. BOARD DISCUSSION ITEMS

- A. Commercial Planned Unit Development #17014 (Saroki), Demolish and Reconstruct Gas Station at 1619 Haslett Road
 Director Kieselbach summarized the proposed CPUD as outlined in staff memorandum dated May 11, 2017.

Board and applicant discussion:

- Building exterior will consist of all brick
- Faux windows and doors along Haslett Road once elevations are established
- Three (3) curb cuts currently exist for the gas station and Blondie's which presents problems for pedestrians, some of which are proposed to close
- Location and height of the free standing sign to enable a visual for travelers westbound on Haslett Road
- Preference for an entrance to be located along the pathway in the streetscape
- Concern with the number of waivers requested
- Necessity for the preservation of greenspace
- Appreciation for the existing landscape aesthetics
- Belief the proposal runs contrary to Meridian Township's green values by having a larger convenience store with gas pumps
- Preferences for the convenience store to be reduced in size, not enlarged as proposed by the applicant

- No intent by the applicant to remove all underground contamination at this time
- Applicant's belief a reduction in the amount of impervious surface would allow for increased water infiltration which could spread soil contamination
- Existing site does not currently meet code, including nonconformance on three (3) of the four sides of the current building
- Applicant's request to increase building size v. bringing some existing non-conforming issues into compliance
- Possible inclusion of raingardens and street trees which would constitute greenspace
- Preference to have variances for the front and sides of the site instead of the rear and sides to allow for a walkable streetscape
- Proposed site layout improves access for motorists and pedestrians
- Rationale for elimination of a car charging station at this location
- Redevelopment of the four corners of Haslett as a 2017 Board goal
- Belief the project does not adhere to the Master Plan
- Reduction of lanes on Haslett Road from four (4) to three (3) reduced the speed of traffic
- Wall signage v. pedestal signage in an effort to eliminate a variance
- Preference for the outdoor seating amenity to be moved near the pathway and eliminate parking near the pathway to encourage walkability
- Concept of making the back of the building look like a front

It was the consensus of the Board to have further discussion on this project.

- B. Bennett Village Phase #2 Public Streetlighting Improvements Special Assessment District No. 424

It was the consensus of the Board to place this item on for action at the June 6, 2017 Board meeting.

- C. Distributed Antennae System (DAS)
Director Guthrie summarized the draft DAS and Small Cell Policy, the modified METRO Act Permit and Franchise Agreement as outlined in staff memorandum dated May 12, 2017.

Board discussion:

- Draft DAS and Small Cell Policy:
 - Suggestion to allow additional zones beyond the PICAS
 - Belief the goal of telecom providers is to place DAS in residential areas using malls as a starting point
 - Policy of some telecom providers not to collocate resulting in an excessive amount of poles
 - DAS and small cells should be allowed only in specific zones
 - Suggestion to change "prefers" to "requires" in 1.4.1.2
 - Suggestion to delete "or practical" in 1.4.1.4
 - Concern with allowing a height of 50 feet in 1.4.4
 - Suggestion to amend 1.4.1.2 after "located" in the first sentence to read: "in designated areas of the rights of way as approved by the Township and the Ingham County Road Department."
 - Suggested language in 1.4.2 to read: "An applicant shall allow collocation when it enters into an agreement with the Township."
 - Reference to DAS and small cell placement in overlay districts and/or PICA zones
 - Suggestion to end the first sentence of 1.4.4 after "existing poles in the area" and have the next sentence read: "In all areas, no higher than fifty (50) feet."

- 1.4.8. spells out that no new DAS and Small Cell Facility support structure can be closer than 500 feet from an existing communication structure
- Policy currently does not contain height limitations on structures within respective zones
- Preference for the height of utility poles not to be included as a standard
- Metro Act
 - Currently does not cover DAS
 - Inclusion of a requirement for the permittee to post a \$50,000 bond
 - Governs the permit fee
- Draft Franchise Agreement:
 - Each pole would have its own franchise agreement
 - Each company which has a collocation would have its own franchise agreement
 - Township proposal for monthly fees dependent upon the type of pole
 - Initial entry fee of a one-time \$5,000 payment
 - Inquiry if the security deposit/bond of \$50,000 is sufficient in the event a telecom provider goes out of business
 - Suggestion to have a per pole bond
 - Concern with the criteria used for the proposed fee structure
 - Preference to provide a cost incentive for pole types the township prefers to have located in the Township

It was the consensus of the Board to have the suggested changes made and bring these items back before the Board at a future date.

D. Urban Services Boundary (USB)

Director Kieselbach summarized the lack of Board consensus for the USB boundary location for Areas #3 and #6 as outlined in staff memorandum dated May 12, 2017.

Board discussion:

- Need to recognize the age of neighborhoods when reviewing the data regarding improved residential parcels by school district
- Belief the Township needs to do more to encourage new single family housing development in the Haslett Public Schools area identified as Area #3
- Belief Haslett Public Schools must turn to Schools of Choice to garner students (currently 15% of the existing student population)
- Opposing belief that Area #3 should not be included in the USB as it is a key portion of the eastern third of the Township
- Continued goal of protecting the eastern third of the Township for rural purposes
- Belief there is significant developable land outside of the Meridian Township boundary within the Haslett Public Schools area
- Concern with the cost to the Township for infrastructure placement within Area #3
- Point of the USB is to emphasize the most effective and efficient way to promote growth in the Township
- Explanation of the color coded map provided by staff

It was the consensus of the Board to place this item on for action at its June 6, 2017 meeting.

14. COMMENTS FROM THE PUBLIC

Supervisor Styka opened Public Remarks.

Ann Alchin, 5972 Cypress, Haslett, spoke in opposition to the proposed Police and Fire Millage question on the August 8, 2017 Election.

Leonard Provencher, 5824 Buena Parkway, Haslett, voiced his concerns with CPUD #17014.

Supervisor Styka closed Public Remarks.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS

Trustee Opsommer reported on the outcome of the Haslett and East Lansing Public Schools May 2, 2017 election. He summarized his thoughts on supporting CPUD #17014. Trustee Opsommer announced the Haslett Beautification Association (HBA) is wrapping up its community input on the triangle property bound by Reynolds Road, Marsh Road and Lake Drive. He noted proposals/ideas for the site can be submitted at www.beautifyhaslett.com.

Trustee Deschaine reminded the public the annual Love a Park Day will be held May 20, 2017 and urged citizens to contact the Parks Department to volunteer. He announced the next Transportation Commission meeting will be held on May 25, 2017 at 6:00 P.M. in the Town Hall Room.

Supervisor Styka announced the Corridor Improvement Authority meets tomorrow, May 17th.

Clerk Dreyfus announced he will be leading Memorial Day Services at the Glendale Cemetery beginning at noon on Monday, May 29, 2017.

16. ADJOURNMENT

Clerk Dreyfus moved to adjourn. Seconded by Trustee Opsommer.

VOICE VOTE: Motion carried 6-0.

Supervisor Styka adjourned the meeting at 9:20 P.M.

RONALD J. STYKA
TOWNSHIP SUPERVISOR

BRETT DREYFUS, CMMC
TOWNSHIP CLERK

Sandra K. Otto, Secretary



9.C

To: Board Members
From: Miriam Mattison
Miriam Mattison, Finance Director
Date: June 6, 2017
Re: Board Bills

MOVED THAT THE TOWNSHIP BOARD APPROVE THE MANAGER'S
BILLS AS FOLLOWS:

COMMON CASH	\$	341,102.56
PUBLIC WORKS	\$	386,185.18
TRUST & AGENCY	\$	3,220.74
TOTAL CHECKS:	\$	730,508.48
CREDIT CARD TRANSACTIONS	\$	15,904.10
May 9th to May 31st, 2017		
TOTAL PURCHASES:	\$	<u>746,412.58</u>
ACH PAYMENTS	\$	<u>1,095,235.03</u>

Attachment:

Copy of Petty Cash Transactions - Administrative

550.35

06/02/2017 09:12 AM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 06/06/2017 - 06/06/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
1. 54-A DISTRICT COURT	CASH BOND-EXPIRED REGISTRATION	278.00	95191
2. 56-A DISTRICT COURT	BOND-DION LAMONT HAYES-OCA:39153	300.00	95051
3. AIRGAS GREAT LAKES	STANDING PO - MEDICAL OXYGEN	487.10	
4. ALPHA NURSERIES INC	TREES FOR TOWAR WOODS, NORTHRIDGE AND LAKE LANSING	369.80	
5. AMERICAN ASPHALT	REPAVIING OKEMOS LIBRARY PARKING LOT PER BID	42,781.00	
6. ANSHU VARMA	FUN IN THE SUN EVENT	350.00	
7. ART UNLIMITED	RESTORATION OF THREE DISCO FISH	700.00	
8. AT & T	MONTHLY SERVICE	32.18	
9. AT& T	MONTHLY SERVICE	388.71	
10. AT&T	MONTHLY SERVICE - APRIL	3,127.52	95052
11. AT&T MOBILITY	MONTHLY SERVICE	90.99	95054
12. AUTO VALUE OF EAST LANSING	FLEET REPAIR PARTS 2017	24.79	
13. AVI SYSTEMS INC	INCEPTION NEWS SERVER	18,601.23	95055
14. B & H PHOTO-VIDEO	DVD-R FOR POLICE CASES	108.00	
15. BALLARD BENEFIT WORKS, INC	CONSULTING FEE - MAY	2,729.47	
	CONSULTING FEE - JUNE	2,729.47	
	TOTAL	5,458.94	
16. BARYAMES CLEANERS	STANDARD POLICE UNIFORM CLEANING	991.55	
17. BECKS PROPANE	ACCOUNT #24064	231.07	95192
18. BLACKBURN MFG CO	MARKING PRODUCTS	79.11	
19. BOARD OF WATER & LIGHT	STREET LIGHTING SERVICE	528.29	
20. BRAD BACH	INVESTIGATOR'S CLOTHING REIMBURSEMENT	325.00	
21. BSN SPORTS	WILLIAMSTON BASEBALL CAPS	16.95	
22. CARLSON APPRAISAL CO	APPRAISAL OF 4.23 ACRES ON HAMILTON ROAD	1,400.00	95182
	APPRAISAL FOR 5435 VAN ATTA ROAD 90 ACRES	1,400.00	95182
	TOTAL	2,800.00	
23. CDW	TOUGHBOOK LAPTOPS FOR POLICE CARS	14,638.88	
24. CEDAR CREEK APARTMENTS	EMERG PAYMENT TO AVOID EVICTION	650.00	95193
25. CGS SAFETY TRAINING INC	CONFINED SPACE TRAINING 2017	395.00	
26. CHARLES GLUMB	INVESTIGATOR'S CLOTHING REIMBURSEMENT	325.00	
27. CHRIS LOFTON	INVESTIGATOR'S CLOTHING REIMBURSEMENT	325.00	

06/02/2017 09:12 AM
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Vendor Name	Description	Amount	Check #
28. CINTAS CORPORATION #725	UNIFORM RENTAL 2017	30.14	
	UNIFORM RENTAL 2017	30.14	
	UNIFORM RENTAL 2017	30.14	
	TOTAL	90.42	
29. CITY OF EAST LANSING	SHARED ASSESSOR SERVICES - APRIL	5,097.12	
30. CITY PULSE	TWP NOTICES	75.45	
	TWP NOTICES	150.90	
	TOTAL	226.35	
31. COMCAST CABLE	MONTHLY SERVICE	190.24	
	MONTHLY SERVICE	380.94	
	MONTHLY SERVICE	134.85	
	COMCAST INTERNET CONNECTION FOR SEWER SERVER SYSTE	448.70	
	TOTAL	1,154.73	
32. COMPLETE BATTERY SOURCE	12V BATTERY	59.46	
33. CONSUMERS ENERGY	EMERG PAYMENT TO AVOID SHUTOFF	108.47	95194
34. CONSUMERS ENERGY	INSTALL 3 LIGHTS-BENNETT VILLAGE PHASE II	900.00	
35. COURTESY FORD	FORD REPAIR PARTS 2017	80.56	
36. DAN THOMAS LAWN SPRINKLER CO	IRRIGATION SYSTEM START UP , INSPECT , FALL TURN OF	1,495.00	
37. DAVID CHAPMAN AGENCY	CELEBRATE MERIDIAN LIQUOR BOND	50.00	
38. DAVID S. GREYDANUS	LEGAL UPDATE TRAINING, 2017	255.00	
39. DBI	MISC OFFICE SUPPLIES	16.81	
	MISC OFFICE SUPPLIES	1.00	
	MISC SUPPLIES	39.49	
	TOTAL	57.30	
40. DELTA DENTAL	INSURANCE - JUNE	10,533.61	
	INSURANCE - JUNE	2,242.14	
	INSURANCE - JUNE	58.79	
	TOTAL	12,834.54	
41. DELTA TOWNSHIP	YOUTH & ADULT FIELD CHALK	1,092.00	
42. DEWITT FENCE CO	REPAIR FENCE HULLET RD BY OHS FOOTBALL STADIUM	1,678.00	
43. DISCOUNT ONE HOUR SIGNS	PATROL CAR GRAPICS	2,967.99	
44. ELLEN JONES DILLMAN	VOLUNTEER COORDINATOR SPRING RECYCLING EVENT	500.00	
45. EVENTS TO RENT	TENT & CHAIR RENTAL MEMORIAL DAY	388.00	
46. EYDE COMPANY LLC	PARTIAL REFUND OF PG -GEORGETOWN #4	8,500.00	95185
47. FACE PAINTING BY HILARY	FUN IN THE SUN EVENT	150.00	

06/02/2017 09:12 AM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 06/06/2017 - 06/06/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
48. FAHEY SCHULTZ BURZYCH RHODES PLC	LEGAL FEES	5,000.00	
	LEGAL FEES	4,750.00	
	LEGAL FEES	360.00	
	LEGAL FEES	160.00	
	LEGAL FEES	760.00	
	LEGAL FEES	300.00	
	LEGAL FEES	200.00	
	TOTAL	11,530.00	
49. FIRST COMMUNICATIONS	MONTHLY SERVICE	890.69	
50. FRONTLINE MEDICAL	STANDING PO - AMBULANCE COT REPAIR/INSPECTION	1,193.00	
51. GENERAL CODE	ORDINANCE UPDATE	590.29	
52. GLOBAL EQUIPMENT COMPANY INC.	VEENSTA MEMORIAL BENCH	980.00	
53. GRANGE ACRES	CRC EMERG PAYMENT TO PREVENT EVICTION	200.00	95179
54. GRANGER	ACCT #2509750 - JAN 2017	76.00	
	ACCT #1106100 - JAN 2017	111.00	
	ACCT #1106200 - JAN 2017	134.51	
	ACCT #1106300 - JAN 2017	65.44	
	ACCT #17349880 - JAN 2017	17.50	
	ACCT #2509750 - APRIL 2017	76.00	
	ACCT #1106100 - APRIL 2017	111.00	
	ACCT #1106200 - APRIL 2017	128.51	
	ACCT #1106300 - APRIL 2017	65.44	
	ACCT #17349880 - APRIL 2017	17.50	
	ACCT #17334070 - APRIL 2017	87.00	
	ACCT #15896200 - APRIL 2017	262.11	
	ACCT #16021600 - APRIL 2017	18.00	
	TOTAL	1,170.01	
55. GREATER LANSING CONVENTION &	ANNUAL MEMBERSHIP JULY 2017 TO JUNE 2018	250.00	
56. GUS MACKER BASKETBALL	TEAM REGISTRATION - OLD SCHOOL	140.00	95180
57. H.C. BERGER COMPANY	MONTHLY MAINTENANCE COPIER-HNC	28.78	
58. HAMMOND FARMS	18 YDS PROBARK	377.28	
59. HASLETT ANIMAL HOSPITAL	VACCINES AND WELLNESS - YUKON	86.12	
60. HTA COMPANIES INC	DRIVE & PARKING LOT SWEEPING	2,950.00	
61. JEFFORY BROUGHTON	STANDING PO - RADIO COMMUNICATION REPAIRS/PARTS	395.00	
	STANDING PO - RADIO COMMUNICATION REPAIRS/PARTS	750.00	
	TOTAL	1,145.00	
62. JOHNNY MAC'S	SCOREBOOKS & KICKBALLS	231.90	
63. JUDY HOOD	INVESTIGATOR'S CLOTHING REIMBURSEMENT	325.00	
64. KAMPS INC	PLAY GROUND SAFETY SURFACE DELIVERED	2,015.00	
65. KEBS INC	BOUNDARY SURVEY AND LINE ADJUSTMENT FOR CARLTON ST	2,200.00	
66. KIWANIS CLUB OF HASLETT	2017 FLAGS OVER MERIDIAN	720.00	
67. KRISTEN COLE	REIMB MILEAGE TO WMU	94.70	

Vendor Name	Description	Amount	Check #
68. KRISTI SCHAEDING	REIMB MILEAGE FOR TRAINING	12.09	
69. LAKEVIEW APARTMENTS	CRC EMERG PAYMENT TO AVOID EVICTION	525.00	95181
70. LANSING SANITARY SUPPLY INC	STANSING PO - CLEANING SUPPLIES/EQUIPMENT	111.33	
71. LANSING UNIFORM COMPANY	STANDARD POLICE UNIFORM PURCHASE	16.50	
	STANSING PO - UNIFORMS	419.85	
	STANDARD POLICE UNIFORM PURCHASE	111.90	
	STANDARD POLICE UNIFORM PURCHASE	584.70	
	STANDARD POLICE UNIFORM PURCHASE	421.80	
	POLICE UNIFORM PURCHASE - SHOES AND BOOTS	268.00	
	TOTAL	1,822.75	
72. MANNIK AND SMITH	PROFESSIONAL SERVICES AGREEMENT FOR MSU TO LAKE LA	476.00	
73. MERIDIAN TOWNSHIP	TRANS FOR FLEX CKING 5/12/17 PAYROLL	1,201.89	
	TRANSFER FOR FLEX CKING PAYROLL 5/26	1,201.89	
	TOTAL	2,403.78	
74. MERIDIAN TOWNSHIP PETTY CASH	REIMB MILEAGE M. PRINZ JAN THRU MAR	16.59	95186
	REFUND FROM J. HORVATH INCORRECT PETTY CASH	(7.77)	95186
	CIA MTG REFRESHMENTS	15.96	95186
	PARKING CONF MAB - L. MEIKIE	7.00	95186
	REIMB MILEAGE MARCH - M. GROOP	8.51	95186
	REIMB MILEAGE MARCH R. LEMLEY	10.97	95186
	REIMB MILEAGE MARCH S. OTTO	6.42	95186
	REFUND FOR JEOPARDY ASSESSMENT - J. BRIXIE	30.00	95186
	REIMB MILEAGE MARCH D. HUGHES	19.80	95186
	REIMB MILEAGE FEBRUARY B. DREYFUS	23.94	95186
	REIMB MILEAGE - FEB B. DREYFUS	8.56	95186
	REIMB PARKING CATA HEALTH FAIR - DEJA GREEN	6.00	95186
	REIMB PARKING YOUTH STARTUP EXPO - DEJA GREEN	7.00	95186
	REIMB MILEAGE ONE HR DISCOUNT SIGNS - A. RYAN	7.49	95186
	JEOPARDY ASSESSMENT - J. BRIXIE	30.00	95186
	REIMB PARKING & LUNCH CEU SKILLCRAFT- R. LEMLEY	18.66	95186
	REIMB MILEAGE BANK DEPOSITS - M. GROOP	3.21	95186
	REIMB MILEAGE MAR/APR - A. SMILEY	23.65	95186
	REIMB MILEAGE FOR ELECTIONS - J. HORVATH	11.77	95186
	REIMB MILEAGE APRIL PO - D. HUGHES	10.70	95186
	REIMB MILEAGE ELECTION DAY - S. OTTO	10.17	95186
	REIMB MILEAGE PO -APRIL - R. LEMLEY	16.05	95186
	QUIT CLAIM DEED - J. BRIXIE	30.00	95186
	REIMB MILEAGE DELIVERING BALLOTS - J. HORVATH	19.26	95186
	REIMB MILEAGE EMERG INSPECTION - R. BOLEK	18.19	95186
	REIMB MILEAGE MTA & ELEC EQUIP DEMO - B. DREYFUS	28.40	95186
	REIMB MILEAGE MML CONF - B. DREYFUS	26.26	95186
	MILEAGE - EMERG FIRE INSPECTION - J. HECKAMAN	13.91	95186
	MILEAGE & PARKING-B. DREYFUS	26.26	95186
	CONF MEALS - B. DREYFUS	26.11	95186
	BOAT REGISTRATION	3.00	95186
	TRAINING LUNCH-K. SCHAEDING	10.18	95186
	TRAINING LUNCH-K. SCHAEDING	7.73	95186
	TRAINING LUNCHS-E. LINN	25.00	95186
	MILEAGE FOR MAY - M. GROOP	11.24	95186
	DAS MEETING-D. GUTHRIE	20.13	95186
	TOTAL	550.35	
75. MERIDIAN TOWNSHIP RETAINAGE	THE ISABELLA CORP-MT HOPE RD PATHWAY	3,095.50	
76. MICHIGAN AGRITOURISM ASSOC	MEMBERSHIP FOR MERIDIAN FARMERS MARKET	475.00	

06/02/2017 09:12 AM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 06/06/2017 - 06/06/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
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Vendor Name	Description	Amount	Check #
77. MICHIGAN MUNICIPAL LEAGUE	POLICY #5000880-17 JUL THRU SEPT 2017	43,789.15	
78. MICHIGAN STATE UNIVERSITY	VERNAL POOLS PROGRAM	4,100.00	
79. MICHIGAN TOWNSHIP ASSOCIATION	ANNUAL DUES 7/1/17 TO 6/30/18	6,334.50	
80. MICHIGAN WILDFLOWER FARM	SEED FOR LAND PRESERVES	247.37	
81. MID MICHIGAN EMERGENCY EQUIPMENT	CREDIT-PAID TWICE INV#1166 & 1208	(428.29)	
	TRANSFER EQUIPMENT AND BUILD 3 UTILITY POLCE INTER	7,116.60	
	TOTAL	6,688.31	
82. MIDWEST POWER EQUIPMENT	SUPPLIES	163.91	
83. MILLER, JOHNSON, SNELL AND	LEGAL SERVICES	520.00	
84. MOLLY NEVINS	INSTRUCTOR FEE OVER 50 - MAY	160.00	
85. MOORE MEDICAL LLC	STANDING PO FOR EMS SUPPLIES/EQUIPMENT	1,011.75	
86. MYERS PLUMBING	SEWER CLEAN OUT @ OKEMOS LIBRARY	450.00	
87. NAPA	MISC TOOLS	313.23	
	FLEET REPAIR PARTS 2017	48.60	
	HAMMER - VISE	149.99	
	FLEET REPAIR PARTS 2017	664.65	
	TOTAL	1,176.47	
88. NATIONAL RECREATION AND	ANNUAL MEMBERSHIP PARK & RECREATION STAFF	425.00	
89. NETWORKFLEET, INC	VERIZON NETWORKFLEET MONTHLY SERVICES MAY THROUGH	56.85	
90. NEW HORIZONS COMPUTER LEARNING	TRAINING - SQL QUERIES	2,975.00	
91. NORTH WINDS HEATING & COOLING	REFUND OVERPM'T - PM17-0283	20.00	
92. OFFICE DEPOT	ACCT #90449879 CORK BOARD	124.99	
93. OKEMOS COMMUNITY EDUCATION	SPRING FIELD RENTAL FOR SOCCER	1,200.00	
94. OVERHEAD DOOR OF LANSING	SET CEN FIRE BAY DOORS TO CLOSE AUTOMATIC	1,295.00	
95. PATRICIA JACKSON	REIMB FOR ATTENDING DIVERSITY PROGRAM	99.00	95053
96. PRINTING SYSTEMS INC	ABSENTEE BALLOT APPLICATIONS AUGUST 8, 2017 SPECIA	721.83	
	GENERAL FUND CHECKS	304.13	
	TOTAL	1,025.96	
97. PRO-TECH MECHANICAL SERVICES	LABOR	175.00	
	LABOR	70.00	
	TOTAL	245.00	
98. QUALITY TIRE INC	STATE CONTRACT TIRES	85.00	
99. RANDY SCOTT	JAZZ PERFORMANCE FOR TURTLE TOAST GALA	425.00	95184
100 REBECCA PAYNE	INVESTIGATOR'S CLOTHING REIMBURSEMENT	325.00	
101 ROYAL PUBLISHING	1/4 PG ADD - GUS MACKER	165.00	

06/02/2017 09:12 AM
 User: hudecek
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102 RUDY GONZALES	REIMB HEALTH INS MAR & APR PER SETTLEMENT	2,387.68	
103 SHELLNBARGER ENGINEERING	SURVEY 5 MONUMENTS @ 6173 OAK PARK TRAIL	350.00	
104 SKERBECK FAMILY CARNIVAL INC	MERRY GO ROUND - 1/2 DEPOSIT	2,500.00	95190
	MERRY GO ROUND - PAID IN FULL	2,500.00	
	TOTAL	5,000.00	
105 SME	PROFESSIONAL SERVICES 3/27 TO 4/30	469.25	
106 SOLDAN'S FEED & PET SUPPLIES	CANINE SUPPLIES FOR TWO DOGS	50.99	
	CANINE SUPPLIES FOR TWO DOGS	27.99	
	TOTAL	78.98	
107 SPARROW OCCUPATIONAL	PROFESSIONAL SERVICES	860.00	
	PROFESSIONAL SERVICES	746.00	
	PROFESSIONAL SERVICE	1,458.94	
	TOTAL	3,064.94	
108 ST MARTHA CONFERENCE OF	REIMB RENT PAYM'T	250.00	95050
109 STAMP RITE INC	NOTARY STAMP - HAGAN	35.50	
110 SUPREME SANITATION	PORTABLE TOILET RENTAL	212.50	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	160.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	340.00	
	PORTABLE TOILET RENTAL	85.00	
	PORTABLE TOILET RENTAL	145.00	
	TOTAL	1,452.50	
111 SWAGIT PRODUCTIONS, LLC	MONTHLY SERVICE - APRIL	3,462.00	
112 TASC	COBRA ADMIN FEE	200.85	
113 TDS	MONTHLY LONG DISTANCE	1,323.45	
114 THE HARKNESS LAW FIRM PLLC	LEGAL FEES-UTC	7,058.69	
115 THE ISABELLA CORP.	MT HOPE ROAD PATHWAY 2017	43,244.50	
116 THE LINCOLN NAT'L LIFE INS CO	EMPLOYEE INSURANCE FOR JUNE	3,635.28	95189
117 THE POLACK CORPORATION	CONTRACT SERVICE	1,348.63	
118 TOWN & COUNTRY PLUMBING & HEATING	REFUND 50% FIREPLACE INSTALL PERMIT	10.00	
119 TRITECH SOFTWARE SYSTEMS	TRITECH CUSTOMER SUPPORT FOR INFORM MOBILE	7,154.19	
120 TRUMBLE GROUP	REFUND PG 2017-06 LOEYE CARE @ 5050 MARSH RD	1,750.00	
121 URBAN LAND INSTITUTE	ULI MEMBERSHIP M. KIESELBACH	220.00	
122 US BANK EQUIPMENT FINANCE	CONTRACT SERVICE	489.73	

06/02/2017 09:12 AM
User: hudecek
DB: Meridian

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Vendor Name	Description	Amount	Check #
123 VARIPRO BENEFIT ADMINISTRATORS			
	FLEX ADMINISTRATION - JUNE	176.25	
	FLEX ADMINISTRATION JUNE	11,105.40	
	TOTAL	<u>11,281.65</u>	
124 VERIZON WIRELESS			
	SERVICE MAR 24 TO APR 23	2,006.62	
	MONTHLY SERVICE	2,643.16	
	TOTAL	<u>4,649.78</u>	
125 WEST SHORE FIRE			
	SCBA REPAIRS	386.10	
126 XFINITY			
	MONTHLY SERVICE - APRIL/MAY	11.98	
TOTAL - ALL VENDORS		341,102.56	
FUND TOTALS:			
Fund 101 - GENERAL FUND		235,249.33	
Fund 204 - PEDESTRIAN BIKEPATH MILLAGE		50,244.85	
Fund 208 - PARK MILLAGE		7,947.23	
Fund 209 - Land Preservation Millage		9,535.81	
Fund 211 - PARK RESTRICTED/DESIGNATED		546.42	
Fund 230 - CABLE TV		23,460.26	
Fund 250 - COMMUNITY NEEDS FUND		1,733.47	
Fund 661 - MOTOR POOL		12,385.19	

06/01/2017 04:35 PM
 User: hudecek
 DB: Meridian

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Vendor Name	Description	Amount	Check #
1. BALLARD BENEFIT WORKS, INC	CONSULTING FEE - MAY	520.53	
	CONSULTING FEE - JUNE	520.53	
	TOTAL	1,041.06	
2. BARNHART & SON	EMERG SEWER REPAIR-AT&T DAMAGE	6,934.73	
3. BENEICKE GROUP	REFUND OVERPM'T FINAL #PORT-006204-0000-08	15.81	
4. BLACKBURN MFG CO	MARKING PRODUCTS	551.32	
	MARKING PRODUCTS	229.22	
	TOTAL	780.54	
5. CBL & ASSOCIATES	REFUND OVERPMT' FINAL #MALL-000401-0000-02	25.30	
6. CGS SAFETY TRAINING INC	CONFINED SPACE TRAINING 2017	755.00	
7. CITY OF EAST LANSING	2015 SRF LOAN (5546-01) COST SHARING ALLOCATION	250,702.00	
8. DAN INMAN	REIMB CDL CLASS A TEST	200.00	
9. DELTA DENTAL	INSURANCE - JUNE	1,541.49	
10. FERGUSON WATERWORKS #3386	WATER REPARTS 2017	3.50	
11. JENNIFER JENSEN	REFUND OVERPM'T FINAL #ALGO-001654-0000-02	22.20	
12. LARRY BRYAN	REFUND OVERPM'T FINAL #HIDE-005252-0000-05	13.94	
13. LIBERTY TITLE AGENCY	REFUND OVERPM'T FINAL #OKEN-006431-0000-01	129.00	
14. MAULDON BROTHERS CONSTRUCTION LLC	ARDMORE BL69 TOWNER WATER MAIN 2017	98,091.00	
15. MERIDIAN TOWNSHIP PETTY CASH	REIMB PARKING MSFA CONF N. NUNN	10.00	26768
16. MERIDIAN TOWNSHIP RETAINAGE	MAULDON BROS CONST-WATER MAIN ARDMORE/TOWNER	9,429.00	
17. MICHIGAN MUNICIPAL LEAGUE	POLICY #5000880-17 JUL THRU SEPT 2017	5,015.85	
18. ROBERT MACKENZIE	REIMB WATER S-1 & EXAM ID#10573	70.00	
19. SANDRA BENTLEY	REFUND OVERPM'T FINAL #FRAN-001449-0000-11	21.83	
20. SCHROEDER BUILDERS	PARTIAL REIMB PGE 17-2 & PGE 17-6	4,011.75	
21. SME	PROFESSIONAL SERVICES 3/27 TO 4/30	384.25	
22. STATE OF MICHIGAN	TEST SAMPLES	4,916.00	
	TEST SAMPLES	32.00	
	TOTAL	4,948.00	
23. TDS	MONTHLY LONG DISTANCE	191.34	
24. THE LINCOLN NAT'L LIFE INS CO	EMPLOYEE INSURANCE - JUNE	431.77	26769
25. TRI TITLE AGENCY LLC	REFUND OVERPM'T FINAL #BAON-5793-0000-01	227.80	
	REFUND OVERPM'T FINAL #WTOW-002149-0000-00	202.76	
	REFUND OVERPM'T FINAL #WENO-001582-0000-01	133.20	
	TOTAL	563.76	

06/01/2017 04:35 PM
User: hudecek
DB: Meridian

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Vendor Name	Description	Amount	Check #
26. VERIZON WIRELESS			
	SERVICE MAR 24 TO APR 23	397.73	
	MONTHLY SERVICE	454.33	
	TOTAL	<u>852.06</u>	
TOTAL - ALL VENDORS		386,185.18	
FUND TOTALS:			
Fund 590 - SEWER FUND		266,373.51	
Fund 591 - WATER FUND		119,811.67	

06/01/2017 04:35 PM
User: hudecek
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Vendor Name	Description	Amount	Check #
1. HASLETT PUBLIC SCHOOLS	DELINQ PERSONAL PROPERTY TAX COLLECTION	1.99	
2. INGHAM INTERMEDIATE SCHOOL	DELINQ PERSONAL PROPERTY TAX COLLECTION	269.70	
3. LANSING COMMUNITY COLLEGE	DELINQ PERSONAL PROPERTY TAX COLLECTION	852.87	
4. MERIDIAN TOWNSHIP DDA	DELINQ PERSONAL PROPERTY TAX COLLECTION	215.77	
5. OKEMOS PUBLIC SCHOOLS	DELINQ PERSONAL PROPERTY TAX COLLECTION	1,880.41	
TOTAL - ALL VENDORS		3,220.74	
FUND TOTALS:			
Fund 701 - TRUST & AGENCY		3,220.74	

Credit Card Transactions May 9th to May 31st, 2017

Date	Merchant Name	Amount	Account Name
2017/05/18	22680 - LANSING AIRPORT	\$3.50	FRANK L WALSH
2017/05/24	4IMPRINT	\$314.43	KATHERINE RICH
2017/05/24	ADOBE *ACROPRO SUBS	\$15.89	DEREK PERRY
2017/05/15	AMAZON MKTPLACE PMTS	\$5.19	MICHELLE PRINZ
2017/05/16	AMAZON MKTPLACE PMTS	\$18.17	MICHELLE PRINZ
2017/05/16	AMAZON MKTPLACE PMTS	\$15.59	MICHELLE PRINZ
2017/05/16	AMAZON MKTPLACE PMTS	\$16.07	MICHELLE PRINZ
2017/05/18	AMAZON MKTPLACE PMTS	\$7.16	MICHELLE PRINZ
2017/05/19	AMAZON MKTPLACE PMTS	\$10.57	MICHELLE PRINZ
2017/05/20	AMAZON MKTPLACE PMTS	\$20.52	MICHELLE PRINZ
2017/05/27	AMAZON MKTPLACE PMTS	\$23.98	MICHELLE PRINZ
2017/05/27	AMAZON MKTPLACE PMTS	\$9.95	MICHELLE PRINZ
2017/05/31	AMAZON MKTPLACE PMTS	\$36.00	MICHELLE PRINZ
2017/05/09	AMAZON MKTPLACE PMTS	\$14.98	BENJAMIN MAKULSKI
2017/05/10	AMAZON MKTPLACE PMTS	\$22.98	BENJAMIN MAKULSKI
2017/05/28	AMAZON MKTPLACE PMTS	\$56.42	CATHERINE ADAMS
2017/05/09	AMAZON MKTPLACE PMTS	\$51.12	CHRISTOPHER DOMEYER
2017/05/13	AMAZON MKTPLACE PMTS	\$9.89	CHRISTOPHER DOMEYER
2017/05/18	AMAZON.COM	\$13.53	MICHELLE PRINZ
2017/05/25	AMAZON.COM	\$89.99	MICHELLE PRINZ
2017/05/25	AMAZON.COM	\$17.74	CHRISTOPHER DOMEYER
2017/05/25	AMAZON.COM	\$31.39	CHRISTOPHER DOMEYER
2017/05/11	AMAZON.COM AMZN.COM/BILL	\$28.47	CHRISTOPHER DOMEYER
2017/05/18	BELLE TIRE 044	\$60.00	TODD FRANK
2017/05/24	BELLE TIRE 044	(\$277.23)	TODD FRANK
2017/05/24	BELLE TIRE 044	\$266.58	TODD FRANK
2017/05/09	BEST BUY 00004168	\$11.24	BENJAMIN MAKULSKI
2017/05/11	BEST BUY 00004168	\$79.99	ANDREA SMILEY
2017/05/18	BIGGBY COFFEE #121	\$37.98	SCOTT DAWSON
2017/05/25	BIGGBY COFFEE #121	\$37.98	SCOTT DAWSON
2017/05/10	BOTANICAL PAPERWORKS INC.	\$332.50	ROBIN FAUST
2017/05/23	BOTANICAL PAPERWORKS INC.	(\$40.00)	ROBIN FAUST
2017/05/16	CAPITAL CITY INTERNATIONA	\$80.91	TODD FRANK
2017/05/22	CITY OF E LANSING PARK	\$1.50	ROBERT MACKENZIE
2017/05/24	CITY OF GRAND RAPIDSMI	\$11.25	DEREK PERRY
2017/05/25	CNK*CINEMARK.COM 1127	\$28.00	CHRISTOPHER DOMEYER
2017/05/24	COMCAST	\$19.26	KRISTI SCHAEING
2017/05/26	COMCAST	\$38.52	DEBORAH GUTHRIE
2017/05/26	COMCAST	\$104.90	DEBORAH GUTHRIE
2017/05/26	COMCAST	\$134.85	DEBORAH GUTHRIE
2017/05/24	COMPLETE BATTERY SOURCE	\$12.71	PETER VASILION
2017/05/23	COMPLETE BATTERY SOURCE	\$83.70	TODD FRANK
2017/05/16	COMPLETE BATTERY SOURCE	\$10.10	DAN PALACIOS
2017/05/12	COURTYARD BY MARRIOTT	\$300.86	KEN PLAGA
2017/05/23	CROWN AWARDS INC	\$119.98	MICHELLE PRINZ
2017/05/24	CROWN AWARDS INC	\$36.14	MICHELLE PRINZ
2017/05/10	D & G EQUIPMENT	\$78.04	TODD FRANK
2017/05/16	DOMINO'S 1206	\$17.82	BENJAMIN MAKULSKI
2017/05/19	EAST LANSING PARKING	\$10.50	MIRIAM MATTISON
2017/05/09	EPASALES	\$182.70	ROBERT MACKENZIE
2017/05/22	EPIC SPORTS, INC.	\$167.82	MICHAEL DEVLIN

2017/05/17	EVENTWRISTBANDS.COM	\$100.00	DARCIE WEIGAND
2017/05/24	EXXONMOBIL 99118275	\$30.35	CHRISTOPHER DOMEYER
2017/05/10	FEDEXOFFICE 00004069	\$712.80	MICHELLE PRINZ
2017/05/09	FOUNDATION BLDG 015	\$118.50	PETER VASILION
2017/05/11	GARY'S ELECTRIC	\$96.54	PETER VASILION
2017/05/25	GFS STORE #1901	\$41.45	DARCIE WEIGAND
2017/05/19	GFS STORE #1901	\$71.29	ROBIN FAUST
2017/05/24	GRAND TRAV RESORT	\$353.30	MIRIAM MATTISON
2017/05/23	GRAND TRAV RESORT	\$422.87	FRANK L WALSH
2017/05/19	HAMMOND FARMSLANDS	\$145.00	ROBERT STACY
2017/05/19	HAMMOND FARMSLANDS	\$290.00	ROBERT STACY
2017/05/23	HAMMOND FARMSLANDS	\$145.00	MATT FOREMAN
2017/05/20	HAMMOND FARMSLANDS	\$20.96	ROBIN FAUST
2017/05/19	HAMMOND FARMSLANDS	\$188.64	KEITH HEWITT
2017/05/19	HAMMOND FARMSLANDS	\$111.75	KEITH HEWITT
2017/05/16	HASLETT TRUE VALUE HARDW	\$10.99	MATT FOREMAN
2017/05/12	HASLETT TRUE VALUE HARDW	\$94.96	DENNIS ANTONE
2017/05/18	HENRY'S PLACE	\$360.00	DARLA JACKSON
2017/05/15	HITCHES AND MORE INC	\$15.99	TODD FRANK
2017/05/19	IN *JOHNSON ROBERTS & ASS	\$52.00	KRISTI SCHAEING
2017/05/17	IN *UV FLU TECHNOLOGIES,	\$100.00	DENISE GREEN
2017/05/17	IN *UV FLU TECHNOLOGIES,	\$25.00	DENISE GREEN
2017/05/18	IN *WNC OF LANSING LLC	(\$175.00)	DEBORAH GUTHRIE
2017/05/26	INS'TENT HOME OF VITABRI	\$1,584.00	DEBORAH GUTHRIE
2017/05/09	INT'L ASSOC OF ADMIN PRO	\$150.00	DENISE GREEN
2017/05/23	JIMMY JOHNS - 90055 - ECO	\$31.95	DEBORAH GUTHRIE
2017/05/19	JIMMY JOHNS - 90055 - MOT	\$88.90	MICHELLE PRINZ
2017/05/12	JW MARRIOTT GRAND RAPI	\$181.60	FREDERICK COWPER
2017/05/18	KATS ENTERPRISES LLC	\$223.17	CHRISTOPHER DOMEYER
2017/05/19	KROGER #793	\$10.96	ROBIN FAUST
2017/05/11	LAFONTAINE CDJR OF LANSI	\$105.89	TODD FRANK
2017/05/24	LANSING COMMUNITY COLL	\$126.50	WILLIAM PRIESE
2017/05/12	LEXISNEXIS RISK SOL EPIC	\$82.75	KEN PLAGA
2017/05/12	LOWES #00777*	\$940.89	DENNIS ANTONE
2017/05/15	MEIJER INC #025 Q01	\$26.93	DARCIE WEIGAND
2017/05/23	MEIJER INC #025 Q01	\$1.69	KRISTI SCHAEING
2017/05/23	MEIJER INC #025 Q01	\$14.67	KRISTI SCHAEING
2017/05/18	MEIJER INC #025 Q01	\$3.79	SCOTT DAWSON
2017/05/18	MEIJER INC #025 Q01	\$19.95	GREGORY FRENGER
2017/05/20	MEIJER INC #025 Q01	\$44.40	DEBORAH GUTHRIE
2017/05/17	MEIJER INC #025 Q01	\$90.00	DARLA JACKSON
2017/05/17	MEIJER INC #025 Q01	\$42.35	MICHAEL DEVLIN
2017/05/10	MEIJER INC #025 Q01	\$61.11	CATHERINE ADAMS
2017/05/11	MEIJER INC #025 Q01	\$8.08	CHRISTOPHER DOMEYER
2017/05/11	MEIJER INC #025 Q01	\$4.29	CHRISTOPHER DOMEYER
2017/05/16	MICHIGAN MUNICIPAL LEAGUE	\$135.00	MICHELLE PRINZ
2017/05/26	MICHIGAN MUNICIPAL LEAGUE	\$115.00	DEREK PERRY
2017/05/17	MICHIGAN SUPPLY CO	\$45.53	MATT FOREMAN
2017/05/11	MICHIGAN TOWNSHIPS ASS	\$548.00	MICHELLE PRINZ
2017/05/12	MIDWEST POWER EQUIPMEN	\$131.94	MATT FOREMAN
2017/05/16	MIDWEST POWER EQUIPMEN	\$197.83	MATT FOREMAN
2017/05/17	MIDWEST POWER EQUIPMEN	\$139.57	TODD FRANK
2017/05/19	MIDWEST POWER EQUIPMEN	\$21.99	ROBERT MACKENZIE
2017/05/10	MSU PAYMENTS	\$190.00	PETER MENSER
2017/05/24	OFFICEMAX/OFFICEDEPOT #61	\$35.16	KRISTI SCHAEING

2017/05/12	OFFICEMAX/OFFICEDEPOT #61	\$19.93	KRISTEN COLE
2017/05/24	OFFICEMAX/OFFICEDEPOT #61	\$156.57	ROBIN FAUST
2017/05/26	OFFICEMAX/OFFICEDEPOT #61	\$79.96	WILLIAM PRIESE
2017/05/09	OFFICER SURVIVAL SOLUTIO	\$59.00	KRISTI SCHAEADING
2017/05/09	OHIO TURNPIKE REPLENISHME	\$36.92	WILLIAM PRIESE
2017/05/12	OKEMOS HDWE INC	\$220.93	DENNIS ANTONE
2017/05/25	OKEMOS HDWE INC	\$10.31	TODD FRANK
2017/05/19	OKEMOS HDWE INC	\$9.98	ROBERT MACKENZIE
2017/05/15	OKEMOS HDWE INC	\$3.99	TOM OXENDER
2017/05/17	OKEMOS HDWE INC	\$41.97	TOM OXENDER
2017/05/18	OKEMOS HDWE INC	\$8.99	TOM OXENDER
2017/05/25	OKEMOS HDWE INC	\$29.98	DAN PALACIOS
2017/05/29	OVERNIGHT CARD DELIVERY	\$20.00	CHRISTOPHER DOMEYER
2017/05/13	PANERA BREAD #4649	\$13.66	TAVIS MILLEROV
2017/05/11	PANERA BREAD #600715	\$32.30	CHRISTOPHER DOMEYER
2017/05/18	PANERA BREAD #715	\$21.63	SCOTT DAWSON
2017/05/25	PANERA BREAD #715	\$20.24	SCOTT DAWSON
2017/05/18	PAYPAL *HILARYKMACD	\$150.00	ANDREA SMILEY
2017/05/18	PETMOUNTAIN COM	\$87.84	CATHERINE ADAMS
2017/05/10	PETSMART # 0724	\$26.12	CATHERINE ADAMS
2017/05/26	PETSMART # 0724	\$27.59	CATHERINE ADAMS
2017/05/22	RICH OIL 08700 ACM	\$23.29	FRANK L WALSH
2017/05/25	SENTRY SAFETY SUPPLY	\$255.25	ROBERT MACKENZIE
2017/05/19	SHANTY CREEK RESORTS -	(\$120.00)	KRISTI SCHAEADING
2017/05/12	SOLDANS FEEDS PET S	\$8.94	CATHERINE ADAMS
2017/05/19	SOLDANS FEEDS PET S	\$8.94	CATHERINE ADAMS
2017/05/26	SOLDANS FEEDS PET S	\$8.94	CATHERINE ADAMS
2017/05/10	SPARTANCHASSIS (APA)	\$85.33	TODD FRANK
2017/05/17	SPORTS FACILITIES GROUP I	\$206.48	MICHAEL DEVLIN
2017/05/25	SQ *HUMPHREY ENTERP	(\$75.00)	LAWRENCE BOBB
2017/05/25	SQ *HUMPHREY ENTERP	\$225.00	LAWRENCE BOBB
2017/05/16	STAMPRITE	\$77.00	SANDRA OTTO
2017/05/18	STAMPRITE	\$32.50	CATHERINE ADAMS
2017/05/18	STAPLES 00103242	(\$1.44)	DARLA JACKSON
2017/05/18	STAPLES 00103242	\$25.44	DARLA JACKSON
2017/05/21	TARGET 00006163	\$30.46	WILLIAM PRIESE
2017/05/09	THE B.O.B.	\$20.00	KEN PLAGA
2017/05/18	THE DRAFT HOUSE - DEWI	\$20.00	WILLIAM PRIESE
2017/05/28	THE HOME DEPOT #2723	\$66.99	MATTHEW WALTERS
2017/05/09	THE HOME DEPOT #2723	\$4.32	MATT FOREMAN
2017/05/19	THE HOME DEPOT #2723	\$5.98	DENNIS ANTONE
2017/05/16	THE HOME DEPOT #2723	\$3.88	PETER VASILION
2017/05/18	THE HOME DEPOT #2723	\$149.76	PETER VASILION
2017/05/24	THE HOME DEPOT #2723	\$7.68	PETER VASILION
2017/05/24	THE HOME DEPOT #2723	\$34.97	PETER VASILION
2017/05/18	THE HOME DEPOT #2723	\$159.96	ROBIN FAUST
2017/05/19	THE HOME DEPOT #2723	\$121.10	ROBIN FAUST
2017/05/09	THE HOME DEPOT #2723	\$52.52	TODD FRANK
2017/05/24	THE HOME DEPOT #2723	\$78.09	TODD FRANK
2017/05/16	THE HOME DEPOT #2723	\$33.86	DENISE GREEN
2017/05/17	THE HOME DEPOT #2723	\$203.76	JANE GREENWAY
2017/05/09	THE HOME DEPOT #2723	\$53.39	DAVID LESTER
2017/05/17	THE HOME DEPOT #2723	\$37.32	DAVID LESTER
2017/05/22	THE HOME DEPOT #2723	\$12.98	DAN PALACIOS
2017/05/22	THE HOME DEPOT #2723	\$2.96	KENNETH PHINNEY

2017/05/18	THE HOME DEPOT #2723	\$32.40	KEITH HEWITT
2017/05/18	THE HOME DEPOT #2723	\$9.40	KEITH HEWITT
2017/05/18	THE HOME DEPOT #2723	\$22.67	KEITH HEWITT
2017/05/26	THE PAPER MILL STORE INC	\$76.94	DENISE GREEN
2017/05/20	TOM'S FOOD	\$107.64	ANDREA SMILEY
2017/05/15	TOM'S FOOD	\$13.92	ROBERT MACKENZIE
2017/05/17	TOP HAT CRICKET FARM INC	\$27.44	CATHERINE ADAMS
2017/05/10	TRACTOR SUPPLY #1149	\$11.16	TODD FRANK
2017/05/18	USA ARCHERY	\$45.00	CATHERINE ADAMS
2017/05/17	USPS PO 2569800864	\$28.75	ROBIN FAUST
2017/05/16	USPS PO 2569800864	\$9.85	DENISE GREEN
2017/05/30	WAL-MART #2866	\$15.92	DARCIE WEIGAND
2017/05/26	WAL-MART #2866	\$65.46	ROBIN FAUST
2017/05/18	WAL-MART #2866	\$59.64	ROBERT MACKENZIE
2017/05/18	WAL-MART #2866	\$28.54	CHRISTOPHER DOMEYER
2017/05/10	WEEBLY BUSINESS SITE	\$300.00	DEBORAH GUTHRIE
2017/05/18	WILX TV	\$400.00	DEBORAH GUTHRIE
2017/05/19	WW GRAINGER	\$192.40	PETER VASILION

\$15,904.10

ACH Transactions

Date	Payee	Amount	Purpose
05/11/17	Varisous Financial Institutions	243,253.22	Direct Deposit 5/12/17 Payroll
05/11/17	IRS	96,958.55	Payroll Taxes 5/12/17 Payroll
05/11/17	ICMA	33,845.99	Payroll Deductions 5/11/17 Payroll
05/11/17	MERS	215,196.06	Employee Retirement
05/16/17	Blue Care Network	33,928.26	Employee Health Insurance
05/23/17	Blue Care Network	39,469.66	Employee Health Insurance
05/24/17	Varisous Financial Institutions	245,506.59	Direct Deposit 5/26/17 Payroll
05/24/17	IRS	98,042.81	Payroll Taxes 5/26/17 Payroll
05/24/17	ICMA	43,078.24	Payroll Deductions 5/26/17 Payroll
05/30/17	Blue Care Network	5,478.77	Employee Health Insurance
06/01/17	Blue Care Network	40,476.88	Employee Health Insurance
	Total ACH Payments	<u><u>1,095,235.03</u></u>	

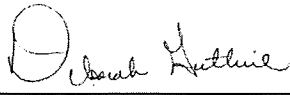
Check Date	Check	Vendor Name	Description	Amount
Bank GF COMMON CASH				
05/30/2017	95186	MERIDIAN TOWNSHIP PETTY CASH	REIMB MILEAGE M. PRINZ JAN THRU MAR CIA MTG REFRESHMENTS PARKING CONF MAB - L. MEIKIE REIMB MILEAGE MARCH - M. GROOP REIMB MILEAGE MARCH R. LEMLEY REIMB MILEAGE MARCH S. OTTO REFUND FOR JEOPARDY ASSESSMENT - J. BRIX REIMB MILEAGE MARCH D. HUGHES REIMB MILEAGE FEBRUARY B. DREYFUS REIMB MILEAGE - FEB B. DREYFUS REIMB PARKING CATA HEALTH FAIR - DEJA GR REIMB PARKING YOUTH STARTUP EXPO - DEJA REIMB MILEAGE ONE HR DISCOUNT SIGNS - A. JEOPARDY ASSESSMENT - J. BRIXIE REIMB PARKING & LUNCH CEU SKILLCRAFT- R. REIMB MILEAGE BANK DEPOSITS - M. GROOP REIMB MILEAGE MAR/APR - A. SMILEY REIMB MILEAGE FOR ELECTIONS - J. HORVATH REIMB MILEAGE APRIL PO - D. HUGHES REIMB MILEAGE ELECTION DAY - S. OTTO REIMB MILEAGE PO -APRIL - R. LEMLEY QUIT CLAIM DEED - J. BRIXIE REIMB MILEAGE DELIVERING BALLOTS - J. HO REIMB MILEAGE EMERG INSPECTION - R. BOLE REIMB MILEAGE MTA & ELEC EQUIP DEMO - B. REIMB MILEAGE MML CONF - B. DREYFUS MILEAGE - EMERG FIRE INSPECTION - J. HEC MILEAGE & PARKING-B. DREYFUS CONF MEALS - B. DREYFUS BOAT REGISTRATION TRAINING LUNCH-K. SCHAEADING TRAINING LUNCH-K. SCHAEADING TRAINING LUNCHS-E. LINN MILEAGE FOR MAY - M. GROOP DAS MEETING-D. GUTHRIE REFUND FROM J. HORVATH INCORRECT PETTY C	16.59 15.96 7.00 8.51 10.97 6.42 30.00 19.80 23.94 8.56 6.00 7.00 7.49 30.00 18.66 3.21 23.65 11.77 10.70 10.17 16.05 30.00 19.26 18.19 28.40 26.26 13.91 26.26 26.11 3.00 10.18 7.73 25.00 11.24 20.13 (7.77)
				<u>550.35</u>
05/30/2017	95187	VOID		
05/30/2017	95188	VOID		
GF TOTALS:				
Total of 3 Checks:				550.35
Less 2 Void Checks:				0.00
Total of 1 Disbursements:				<u>550.35</u>
Bank PW PUBLIC WORKS				
05/30/2017	26768	MERIDIAN TOWNSHIP PETTY CASH	REIMB PARKING MSFA CONF N. NUNN	10.00
PW TOTALS:				
Total of 1 Checks:				10.00
Less 0 Void Checks:				<u>0.00</u>

V
V



9. D

To: Township Board Members

From: 

Deborah Guthrie, Communications Director

Date: June 6, 2017

Re: Outdoor Gathering Permit Approval-Gus Macker

Meridian Township Communications Department is the applicant for the Outdoor Gathering Permit Application for Gus Macker 3-on-3 Basketball Tournament on Friday, Saturday and Sunday, July 14 -16, 2017. The Gus Macker event is part of Meridian Township's 175th Anniversary Celebration. It is a community-wide event; featuring a 3-on-3 Basketball Tournament with participants from ages 8 on up, a special fundraiser celebrity/media basketball game and family fun all weekend including food vendors and a kid's zone with inflatables. Proceeds from the event will benefit the Haslett & Okemos Athletic Boosters and Meridian Township Children in Need.

Township Ordinance requires the regulation, licensing and control of gatherings which draws upon the health, sanitation, fire, police, transportation, utility and other public service normally provided by the Township. The ordinance enumerates specific public safety standards that must be set. Therefore, the application was forwarded to the Fire, Police, Community Planning and Development Departments, as well as the Ingham County Health Department for inspection and review.

The following motion is proposed for Board consideration:

MOVE TO APPROVE THE OUTDOOR ASSEMBLY LICENSE FOR THE MERIDIAN TOWNSHIP GUS MACKER 3-ON-3 BASKETBALL TOURNAMENT TO BE HELD FROM JULY 14-16, 2017 AS PART OF MERIDIAN TOWNSHIP'S 175TH ANNIVERSARY CELEBRATION.

Attachments:

1. License for Outdoor Assembly
2. Application for Outdoor Assembly License
3. Map

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

Application for Outdoor Assembly License

I. Description of Applicant

Name: Charter Township of Meridian- Communications Department

Mailing Address: 5151 Marsh Rd, Okemos Mi 48864

Phone Number: 517-853-4384

If applicant is a partnership or association, provide the above information for all partners, officers and directors, or other sponsors. If applicant is a corporation, file its articles of incorporation, together with the names and address of all officers, directors, and shareholders having a financial interest greater than five hundred (\$500.00) dollars therein. Attach separate sheets containing such information.

II. The purpose and character of the proposed assembly is as follows:

As part of Meridian Township's 175th Anniversary Celebration, the Township will host an official Gus Macker 3-on-3 Basketball Tournament and community-wide event; featuring a 3-on-3 basketball tournament with participants from ages 8 on up, a special fundraiser celebrity/media basketball game and family fun all weekend, including food vendors and a kid's zone with inflatables. Proceeds from the event will benefit the Haslett & Okemos Athletic Boosters and Meridian Township Children in Need.

III. The proposed assembly is to be conducted at (address):

Central Park Drive between Marsh and Okemos roads, Okemos MI 48864 (see Attachment B - map included with application) and the Township Municipal Building located at 5151 marsh road, Okemos MI 48864.

The legal description of the premises is: (see Attachment B - map included with application)

IV. The dates and hours during which the proposed assembly is to be conducted are as follows:

July 14, 2017 between the hours of 4:00 – 8:00 pm and July 15-16, 2017 between the hours of 7:00 am and 7:00 pm on both days.

V. Applicant estimates that the maximum number of persons expected at the assembly for each day it is conducted is: 5,000-10,000 individuals

VI. Applicant hereby agrees to observe and obey the minimum requirements contained in Chapter 38 of the Township Code of Ordinances, except that applicant requests that the Township Board grant a waiver of the following provisions: N/A

VII. Detailed explanation (if applicable), including drawings and diagrams where applicable, of applicant's plans to provide for the following:

Police and Fire protection: Meridian Police will assign one (1) Sergeant and five (5) Patrol Officers to the event each day, Saturday and Sunday. Also, looking to have a "meet the police" PR tent with police car, motorcycle and K9 unit.

Inspection will need to be completed by Fire Inspector and Fire Chief to make sure the event layout meets fire code and safety standards. (see Attachment A - Public Safety Plan to satisfy 403.2 of the fire code.) Miss Dig System, Inc. Will also be notified to flag grass area for tenting.

Food & water supply and facilities: Outdoor food vendors, water and Gatorade will be available for purchase, a volunteer room will be set up in the Town Hall Room of the Municipal Building with food and drink and the Meridian Mall has a food court available to purchase food and drink.

Health & sanitation facilities: Portable toilets and wash stations (12 total toilets & 2 wash stations), please see map for placement. Wash stations will also be provided for the food vendor area.

Medical facilities and services including emergency vehicles and equipment: Meridian Township Fire/EMS services will be on site, including ambulance. An emergency lane will be available for all medical/emergency vehicles.

Vehicle access and parking facilities: Parking will be available at the Meridian Mall (1982 W Grand River Ave), Walmart (5110 Times Square Dr.) And alternate parking at Haslett High School (5450 Marsh Rd. Shuttle will be provided)

Illumination facilities: N/A

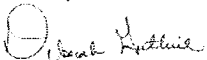
Communication facilities: A PA and sound system will be available at the event located at the main stage and the high traffic area of the event. Organizers will also have 10-12 Walkie Talkies available for communicating during the event, including emergency communication.

Noise control and abatement: This is a contained event during the hours of 7am-7pm. A PA system will be used at the event with speakers facing north/east for noise control.

Facilities for cleanup and waste disposal: Granger Container will provide waste and recycling containers and organize pick up of containers during and after the event. The local boy scouts will provide grounds cleanup for all trash. All food truck vendors must be fully self-contained in regard to water and sewage. **Please note – gray water will not be allowed to be dumped on the site of the event. The food truck vendor must take gray water with them.**

Insurance and bonding arrangements: Meridian Township will coordinate and request copies from additional insured parties; Gus Macker, Meridian Mall and all vendors at the event.

In addition, attach a detailed map or maps of the overall site of the proposed assembly. (Attachment B)



Deborah Guthrie, Communications Director/PIO

April 27, 2017

Applicant Name and Title

Date Submitted

Received by Township Clerk's Office:

By: _____ **date:** _____

Within twenty (20) days of the date this application is filed, copies shall be forwarded to the Township Manager, Chief of Police, Fire Chief, Community Planning & Development Director, and the Ingham County Health Department for review, investigation, findings, and recommendations.

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

Public Safety Plan

I. Emergency Vehicle Ingress and Egress

The Gus Macker Basketball hoops will be set up using 3 lanes of Central Park Drive leaving the north lane open for emergency vehicles with exits at both Marsh and Okemos Roads. Also, the road following around the Meridian Mall parking lots will be open and available for emergency vehicles.

II. Emergency Medical Service

Meridian Township Fire/EMS services will be on site, (One (1) location) including ambulance. Meridian Fire will assign one (1) Command and four (4) Paramedic/Firefighters to the event each day, Saturday and Sunday.

III. Public Assembly Areas

Public assembly areas will be contained to Studio C! parking lot, grass space next to Studio C! parking lot, Central Park Drive around courts and Central Park Pavilion during Farmers' Market hours (8-2pm).

Public parking will be available at the mall in the general parking lots, Walmart parking lot and Haslett High School with shuttle buses available. Municipal building parking lot will be available for Farmers' Market patrons only. Meridian Township Police officer will be available at Municipal Parking lot drive to direct that traffic.

IV. Vendor and Food Concession Distribution

All food vendors will be in one location with proper food license from the Ingham County Health Department. Food vendors will be available for Fire and Electrical Inspection by Saturday, July 15 at 8am. There will be a cell phone charging station vendor with electrical provided by Studio C!

V. Law Enforcement and Crowd Control

Meridian Township Police will assign one (1) Sergeant and five (5) Patrol Officers to the event each day, Saturday and Sunday. A Police Officer will also be available to direct Farmers' Market traffic at the Municipal Building entrance. Also, looking to have a "Meet the Police" PR tent with possible police car, motorcycle and K9 unit.

VI. Severe Weather Plan

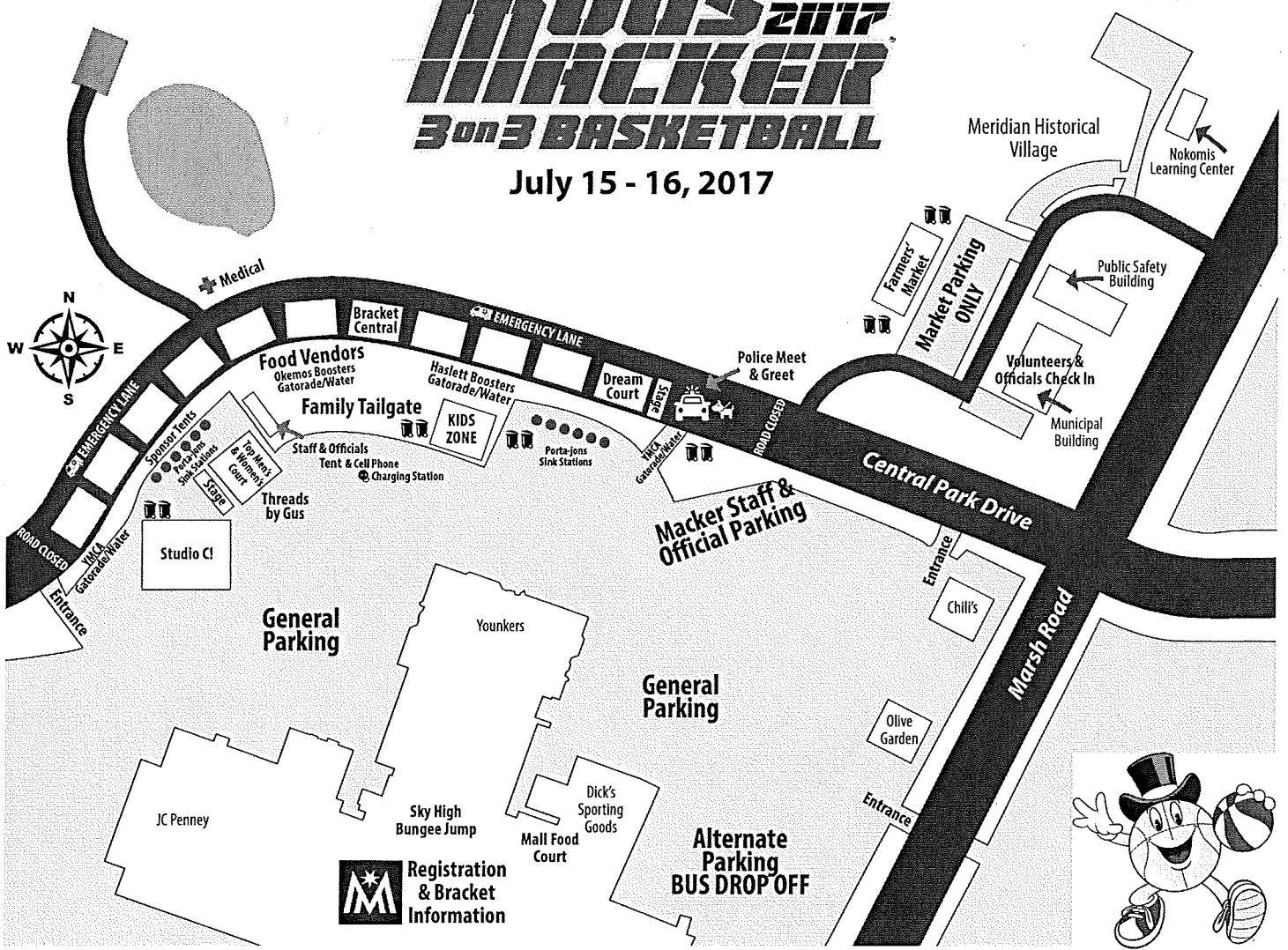
Adverse weather conditions and unplayable situations may result in the following:

- Delay of games for a period of time until the clouds break and conditions improve. **All participants and spectators are encouraged to take shelter at the Meridian Mall during delay.** (May also require moving games from scheduled courts and/or eliminate certain aspects such as Toilet Bowl, etc.)
- Reduce the number of points required to win a game.
- Change the format of the tournament from double to single elimination.
- Move the tournament to indoor site within a reasonable distance or the original site if available.
- Re-schedule the tournament for a later date at the same time.
- Cancel the tournament

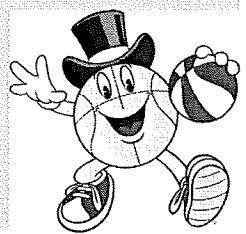
MOLLS 2017 MACKER 3 on 3 BASKETBALL

July 15 - 16, 2017

Attachment B



 **Registration & Bracket Information**



CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

LICENSE FOR OUTDOOR ASSEMBLY

The Township Board of the Charter Township of Meridian hereby grants Licensee, Charter Township of Meridian - Communications Department, whose address is 5151 Marsh Road, Okemos, MI 48864-1198, a license to conduct an outdoor assembly on July 14, 2017 between the hours of 4:00pm and 8:00pm and July 15 - 16, 2017 between the hours of 7:00am and 7:00pm upon the premises located at Central Park Drive (between Marsh and Okemos Rds), Okemos, MI 48864-1198.

The purpose and character of the outdoor assembly shall be limited to: The Gus Macker community-wide event as part of Meridian Township's 175th Anniversary Celebration. The event will feature a 3-on-3 basketball tournament with participants from ages 8 on up, a special fundraiser celebrity/media basketball game and family fun all weekend, including food vendors and a kid's zone with inflatables. Proceeds from the event will benefit the Haslett & Okemos Athletic Boosters and 28th Annual Meridian Police Holiday Party for Children in Need.

The number of persons to attend is estimated at 5,000- 10,000 spectators.

Licensee shall observe the minimum requirements contained in Chapter 38, Article V of the Charter Township of Meridian Code of Ordinances, except that the Township Board grants Licensee a waiver of the following provisions: None.

In addition to the foregoing, Licensee shall observe the following additional conditions: None.

This License shall be non-transferable.


This License shall be posted in a conspicuous place upon the premises of the assembly.

The foregoing License was approved by the Township Board of the Charter Township of Meridian on the 6th day of June, 2017.

Brett Dreyfus, CMMC
Township Clerk



To: Board Members

From: 
LuAnn Maisner, CPRP, Director
Department of Parks and Recreation

Date: May 31, 2017

Re: Outdoor Gathering Permit Approval – Celebrate Meridian

The Meridian Township Parks and Recreation Department is the applicant for the Outdoor Gathering Permit Application for Celebrate Meridian Festival scheduled for Saturday, July 1, 2017 in Central Park. Celebrate Meridian is a community-wide event and will feature live music, arts and crafts fair, beer and wine tent, 5K race, games and activities, valet bike parking, participation from local businesses and fireworks display at 10:15pm.

Township Ordinance requires the regulation, licensing, and control of gatherings which draws upon the health, sanitation, fire, police, transportation, utility, and other public services normally provided by the Township. The ordinance enumerates specific public safety standards that must be set. Therefore, the application was forwarded to the Fire, Police, and Community Planning & Development Departments and the Ingham County Health Department for inspection and review.

The following motion is proposed for Board consideration:

**MOVE TO APPROVE THE OUTDOOR ASSEMBLY LICENSE FOR THE
MERIDIAN TOWNSHIP PARKS AND RECREATION DEPARTMENT'S
CELEBRATE MERIDIAN EVENT TO BE HELD ON JULY 1, 2017.**

Attachments:

1. Application for Outdoor Assembly License
2. Map
3. License for Outdoor Assembly

Charter Township of Meridian

Application for Outdoor Assembly License

I. Description of Applicant

Name: Meridian Township

Age: n/a

Residence Address: 5151 Marsh Road, Okemos, MI 48864

Mailing Address: 2100 Gaylord C. Smith Court, Haslett, MI 48840

If Applicant is a partnership or association, provide the above information for all partners, officers and directors, or other sponsors. If Applicant is a corporation, file its Articles of Incorporation, together with the names and address of all officers, directors, and shareholders having a financial interest greater than Five Hundred (\$500.00) dollars therein. Attach separate sheets containing such information.

II. The purpose and character of the proposed assembly is as follows:

Celebrate Meridian/Independence Day Celebration – a community-wide event sponsored by Meridian Township taking place on Friday, June 30, and Saturday, July 1, 2017 and will include Heritage Festival activities in the Meridian Historical Village, live music performances, children's activity area with inflatable obstacle course, kiddie carnival rides, games, arts and crafts, Fire Department firehose spraying, community mural painting, beer and wine tent, Arts and Crafts Fair business booths, Farmers' Market, a food truck rally, a car show and fireworks to bring the event to a close.

III. The proposed assembly is to be conducted at (address)

Central Park, 5151 Marsh Road, Okemos and Meridian Mall, 1982 W. Grand River, Okemos

The legal description of the premises is:

Central Park – Meridian Township Municipal Building

The premises are owned by Applicant.

If the premises are not owned by Applicant, attach an affidavit from the owner indicating his consent to use the site for the proposed assembly.

IV. The dates and hours during which the proposed assembly is to be conducted are as follows:

- Friday, June 30, 2017, starting approximately at 6:30 pm for the 5K Run
- Saturday, July 1, 2017 starting at 11:00am and ending after fireworks 11:00pm.

V. Applicant estimates that the maximum number of persons expected at the assembly for each day it is conducted is: 10,000-15,000

VI. Applicant hereby agrees to observe and obey the minimum requirements contained in Chapter 65 of the Township Code of Ordinances, except that applicant requests that the Township Board grant a waiver of the following provisions:

Section 65-9 Provision c: waive application fee

The reasons in support of the requested waiver are as follows:

This is a government operated community-wide celebration.

VII. Attach a detailed explanation, including drawings and diagrams where applicable, of Applicant's plans to provide for the following:

1. Police and fire protection;
2. Food and water supply and facilities
3. Health and sanitation facilities
4. Medical facilities and services, including emergency vehicles and equipment
5. Vehicle access and parking facilities;
6. Camping and trailer facilities;
7. Illumination facilities;
8. Communication facilities;
9. Noise control and abatement;
10. Facilities for clean-up and waste disposal;
11. Insurance and bonding arrangement.

In addition, attach a detailed map or maps of the overall site of the proposed assembly.

Date: May 9, 2017



Director of Parks and Recreation

Received by Township Clerk's Office:

By: _____

Date: _____

Please submit five (5) copies of this Application and its attachments. Copies shall be forwarded to the Township Police Chief, Fire Chief, Manager and the Ingham County Health Department, for their review, investigation and findings and recommendations, within twenty (20) day of the date this Application if filed.

Celebrate Meridian
Application for Public Gathering Permit
Explanation of Activity

Applicant: Meridian Township
5151 Marsh Road
Okemos, MI 48864

Contact Name: LuAnn Maisner
Phone: 517-853-4600

Date: April 25, 2017

The Meridian Township Parks and Recreation Department respectfully submits the following report addressing the questions in Section VII of the Application for Public Gathering Permit. The Celebrate Meridian will be begin with a 5K race on Friday, June 30, 2017 starting at approximately 6:30 pm and Festival will be conducted on Saturday, July 1, 2017 from 11:00 am – 11:00 pm.

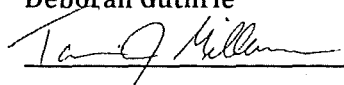
The event this year is a combination of "Celebrate Meridian" (that was formerly held in downtown Okemos), Meridian Fireworks Celebration (formerly held on July 4th every year), and the Meridian Heritage Festival (normally held in September each year) all combined into one event. This year's activities will be hosted on Township-owned grounds (Central Park), along the Central Park Drive roadway and in the Meridian Mall parking lot with an estimated attendance of 10,000-15,000. Since this event will include a fireworks display, crowds normally gathering within a half-mile radius of the launch area. Activities include the historic reenactments, arts and crafts fair, business booths, children's' activity area, community mural painting, beer and wine tent, food, live music entertainment, a food truck rally, car show and Farmers Market.

Answers to application questions:

1. **Police and Fire Protection:** The Meridian Township Police and Fire Departments will be present during both events. Police Department personnel will provide general security, secure barricades at designated areas of Central Park and direct traffic from certain parking lot exits. EMS/Fire Department will be present to secure the perimeter around the fireworks launch area and provide medical aid if needed during the event. Police Department Personnel will provide barricades and road closure of Central Park Drive at approximately 6:30pm on Friday, June 30th for the 5K race. Fire Department personnel will be on call and at the finish line for 5k participants.
2. **Food and Water Supply and Facilities:** Food and beverages will be provided by vendors, who are responsible for obtaining all the necessary permits from the Ingham County Health Department or other agencies. Water is available from drinking fountains in the following areas: the School House in the Historical Village, the Central Park Pavilion, Police Department, Township Hall, and for purchase from food vendors.

3. **Health and Sanitation Facilities:** Restrooms will be provided in three locations: the School House in the Historical Village, Central Park Pavilion, Township Hall, porta jons in Central Park and in Mall parking lot. Up to approximately fifteen (15) separate portable toilets and sinks will be strategically placed on the Central Park/Municipal Building campus, Historical Village and Meridian Mall.
4. **Medical Facilities and Services:** EMS vehicles and personnel will be present during fireworks events to attend to any necessary medical emergencies. Police Officers, certified with MFR training, will be present during the event, as well.
5. **Vehicle Access and Parking Facilities:** It is likely that crowds will be parking at the Meridian Mall, Central Park stores, Target, Home Depot and Meijer parking lots. Central Park Drive will be closed and host the food truck rally and car show. Emergency vehicles will have access to festival site through the Meridian Mall parking lot access drives.
6. **Camping and Trailer Facilities:** No camping or trailer facilities will be needed.
7. **Illumination Facilities** - The parking lots at Meridian Mall and the Township Hall are lighted. We also have portable light towers for use following the fireworks display.
8. **Communication Facilities:** Communication devices will be used by Police and Fire personnel. Cell phones will be utilized by event staff. All phone numbers will be shared with all persons assigned to the event to facilitate direct communication.
9. **Noise Control and Abatement:** The music stage will be set up in the northern portion of the Township Hall parking lot facing south toward the Mall. The fireworks will last approximately 16 to 20 minutes starting at approximately 10:15 pm. Rockets will produce a loud noise audible for several miles. Noise is expected because of the nature of the activity.
10. **Facilities Clean-up and Waste Disposal:** Clean-up will be conducted by Public Works personnel and fireworks pyrotechnician immediately following the event. Park Maintenance personnel will provide additional trash receptacles for the event and will clean up litter from areas surrounding the event.
11. A special insurance policy will be secured for the event through David Chapman Insurance Co.



To: Deborah Guthrie
From: 
Tavis Millerov, Fire Inspector
Date: May 24, 2017
Re: Celebrate Meridian Food Truck Rally Fire Safety Inspections

A Fire Safety Inspection will be required for participating food trucks in the Celebrate Meridian Food Truck Rally on July 1, 2017. The following items will be reviewed by inspectors:

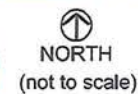
- At least one (1) 2A:10BC Dry Chemical Fire Extinguisher (5 lb) must be present in an accessible location, and in good working order.
- Vendors using a fryer cooking appliance are required to also have a Class K Fire Extinguisher present in an accessible location in good working order. This is in addition to the ABC Dry Chemical Extinguisher.
- Vendors with hood type fire suppression systems must have system inspected and tagged by qualified fire suppression contractor within the past 6 months.
- Identified electrical hazards shall be abated. Identified hazardous electrical conditions in permanent wiring shall be brought to the attention of the responsible code official. Electrical wiring, devices, appliances and other equipment that is modified or damaged and constitutes an electrical shock or fire hazard shall not be used.
- Multiplug adapters, such as cube adapters, unfused plug strips or any other device not complying with NFPA 70 shall be prohibited.
- Extension cords and flexible cords shall not be a substitute for permanent wiring. Extension cords and flexible cords shall not be extended through walls, ceilings or floors, or under doors or floor coverings, nor shall such cords be subject to environmental damage or physical impact. Extension cords shall be used only with portable appliances.
- Open junction boxes and open-wiring splices shall be prohibited. Approved covers shall be provided for all switch and electrical outlet boxes.
- Temporary wiring for electrical power and lighting installations is allowed for a period not to exceed 90 days. Temporary wiring methods shall meet the applicable provisions of NFPA 70.



Set-Up Map Celebrate Meridian Event

SATURDAY, JULY 1, 2017

5151 MARSH ROAD, OKEMOS, MI






 NORTH
 1" = 300'

Road Closure Map Celebrate Meridian Event

SATURDAY, JULY 1, 2017

5151 MARSH ROAD, OKEMOS, MI

TOWNSHIP OF MERIDIAN
LICENSE FOR OUTDOOR ASSEMBLY

The Township Board of the Charter of Meridian hereby grants Licensee, Meridian Charter Township, whose address is 5151 Marsh Road, Okemos, MI 48864-1198, a license to conduct an outdoor assembly on the 1st day of July 2017 between the hours of 7:00 a.m. and 11:00 p.m. upon the premises located at 5151 Marsh Road, Okemos, MI 48864-1198. The purpose and character of the outdoor assembly shall be limited to: Celebrate Meridian - the event will feature children's activities, 5K race (Friday, June 30, 6-8 pm), food, arts and crafts fair, beer and wine tent, car show, civil war encampment, fireworks and live entertainment between the hours of 11:00 a.m. and 11:00 p.m. The number of persons to attend is estimated at 5,000.

Licensee shall observe the minimum requirements contained in Chapter 38, Article V of the Charter Township of Meridian Code of Ordinances, except that the Township Board grants Licensee a waiver of the following provisions:

In addition to the foregoing, Licensee shall observe the following additional conditions: None.

This License shall be non-transferable.

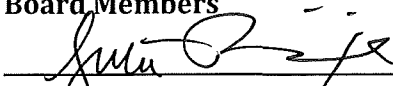
This License shall be posted in a conspicuous place upon the premises of the assembly.

The foregoing License was approved by the Township Board of the Charter Township of Meridian on the 6th day of June, 2017.

Brett Dreyfus, CMMC
Township Clerk



9. F

To: Board Members
From: 
Julie Brixie, Township Treasurer
Date: June 1, 2017
Re: Adopt School Tax Collection Requests and Agreements for 2017

East Lansing, Okemos, Williamston, Haslett and Ingham Intermediate School Districts have requested and authorized the Township to collect their summer taxes according to mutual agreement.

Move that the Township Board approve the "2017 Summer School Tax Collection Requests and Agreements" for East Lansing, Okemos, Williamston, Haslett and Ingham Intermediate School Districts.



To: Board Members

From:

Derek N. Perry, Assistant Township Manager
Director of Public Works & Engineering

From:

Younes Ishraidi, P.E.
Chief Engineer

Date: June 6, 2017

Re: Bennett Village #2 Streetlighting Special Assessment District #424
Resolution #5

A request was received from the residents for installation and maintenance of streetlights in Bennett Village #2. The plan was for three (3) streetlights, traditional fixture with cut-off, and black standard pole, to be installed and maintained along Turning Leaf Lane (as shown on the attached map).

The attached Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 - Resolution #5 approves the special assessment roll and orders the amount to be paid and collected. Public hearings were held on April 4, 2017, and on May 16, 2017.

The assessments are:

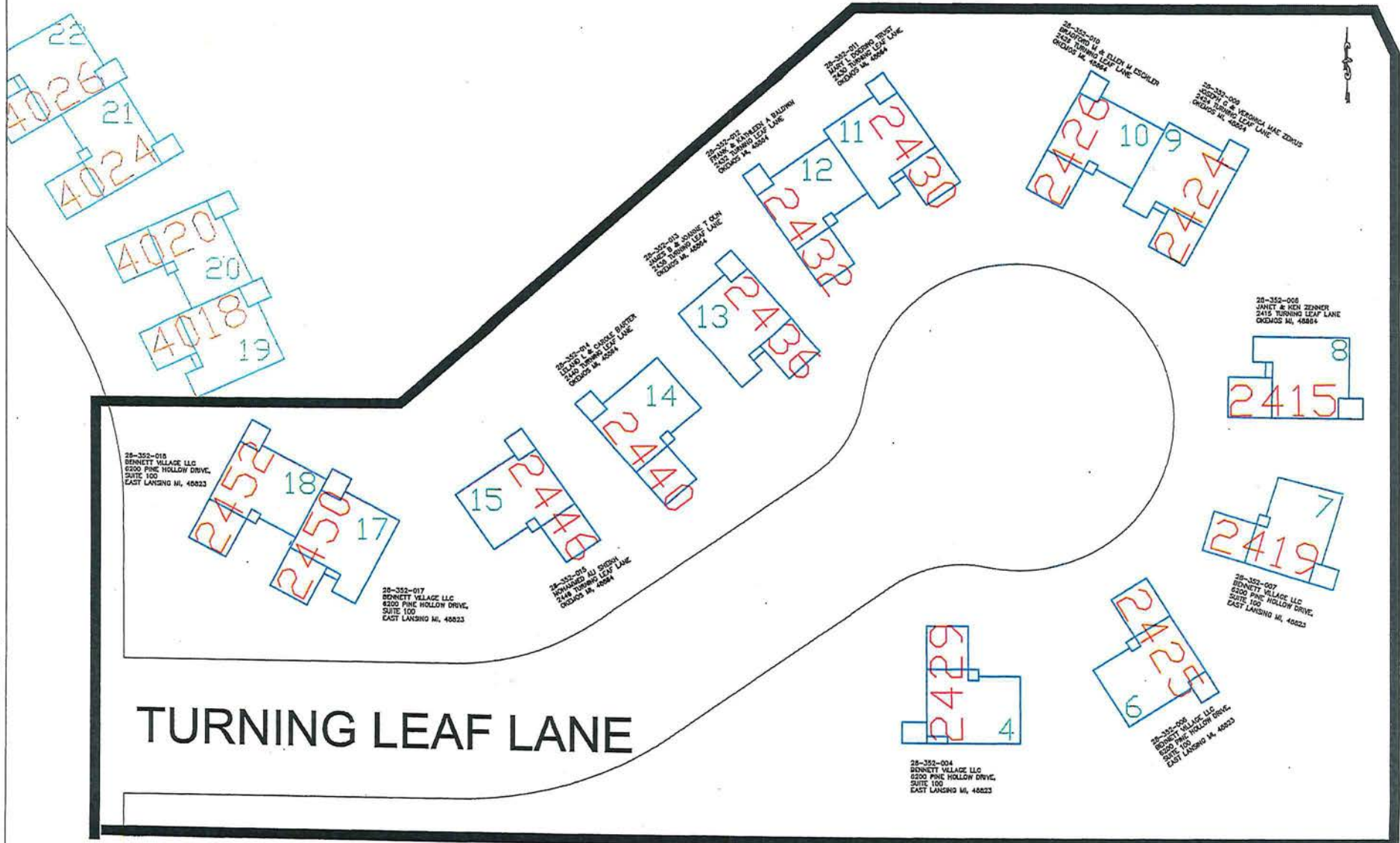
\$1,645.95	(\$126.62/unit)	First Year Cost
\$420.00	(\$32.31/unit)	Annually Thereafter (Subject to Adjustment)

Proposed Motion:

"Move to approve the Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 - Resolution #5, which approves the final special assessment roll, adopts the amount of \$1645.95 as the first year assessment and the amount of \$420.00 (subject to adjustment) as the annual assessment thereafter.

Attachment

BENNETT VILLAGE #2 SPECIAL ASSESSMENT DISTRICT #424



TURNING LEAF LANE

BENNETT ROAD

**BENNETT VILLAGE #2 PUBLIC STREETLIGHTING IMPROVEMENTS
SPECIAL ASSESSMENT DISTRICT #424**

RESOLUTION NO. 5

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held in the Meridian Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, (517) 853-4000, on Tuesday, June 6, 2017 at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____
and supported by _____.

WHEREAS, The Township Board, on April 18, 2017 adopted a resolution approving the Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 for installation, operation and maintenance of certain public streetlighting improvements along Turning Leaf Lane; and

WHEREAS, pursuant to due notice to all record owners or parties in interest in, this Board did meet on May 16, 2017 at 6:00 p.m. at the Meridian Municipal Building, in the Township of Meridian for the purpose of reviewing the special assessment roll and hearing any objections thereto for the Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424, and

WHEREAS, at the time and place designated for said meeting, the meeting was duly called to order and the Supervisor announced the opening of the hearing for objections to the special assessment roll prepared by the Township Supervisor and on file with the Township Clerk, said roll assessing the cost of the Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 against benefiting properties; and

WHEREAS, the Township Board desires to confirm the special assessment roll.

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Charter Township of Meridian, Ingham County, Michigan, as follows:

1. The Township Board does hereby determine that said special assessments are in proportion to the benefits to be derived from said project.
2. The Township Board does hereby designate the special assessment project as "Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424".

**Bennett Village #2 Public Streetlighting Improvements
Special Assessment District #424
Resolution #5
Page 2**

3. Said special assessment roll shall be designated as "Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 Special Assessment Roll", and the district against which it is assessed shall be designated "Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424". The Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 Special Assessment Roll in the final amount of \$1,645.95, First Year Cost and \$420.00 Annually Thereafter (subject to increases) as prepared and reported to the Township Board by the Supervisor, a copy of which is attached hereto, is hereby adopted and confirmed and the Township Clerk is hereby directed to endorse thereon this date of confirmation.
4. That the Bennett Village #2 Public Streetlighting Improvements Special Assessment District #424 Special Assessment Roll is hereby ordered filed with the Township Treasurer for spreading annually on the winter tax roll.
5. The assessments made in said special assessment roll are hereby ordered and directed to be collected annually. The Township Clerk shall deliver said special assessment roll to the Township Treasurer with the proper warrant attached, commanding the Treasurer to collect the assessments therein in accordance with the direction of the Township Board with respect thereto, and the Treasurer is authorized and directed to collect the amounts assessed as they become due pursuant to the terms of this resolution and the provisions of the applicable statutes of the State of Michigan.

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 the proceedings taken by the Township Board at a regular meeting held on Tuesday, June 6, 2017.

Brett Dreyfus, CMMC, Township Clerk

Bennett Village #2 Streetlights Special Assessment District #424

Bennett Village #2 Streetlights Special Assessment District #424										
			Mailing Address					First Year Cost	Annual Cost after First Year	
Parcel #	Address	Primary Name	Street Address	City	ST	Zip				
1	3302-02-28-352-018 2452	Turning Leaf Lane	Bennett Village LLC	6200 Pine Hollow Drive, Suite 100	East Lansing	MI	48823	\$126.62	\$32.31	
2	3302-02-28-352-017 2450	Turning Leaf Lane	Bennett Village LLC	6200 Pine Hollow Drive, Suite 100	East Lansing	MI	48823	\$126.62	\$32.31	
3	3302-02-28-352-015 2446	Turning Leaf Lane	Mohammad Ali Sheikh	2446 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
4	3302-02-28-352-014 2440	Turning Leaf Lane	Lelend L & Carole Barter	2440 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
5	3302-02-28-352-013 2436	Turning Leaf Lane	James B & Joanne T Olin	2436 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
6	3302-02-28-352-012 2432	Turning Leaf Lane	Frank & Kathleen A Baldwin	2432 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
7	3302-02-28-352-011 2430	Turning Leaf Lane	Mary L Doering Trust	2430 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
8	3302-02-28-352-010 2426	Turning Leaf Lane	Bradford M & Ellen M Eschler	2426 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
9	3302-02-28-352-009 2424	Turning Leaf Lane	Joseph G & Veronica Mae Zeikus	2424 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
10	3302-02-28-352-008 2415	Turning Leaf Lane	Janet & Ken Zenner	2415 Turning Leaf Lane	Okemos	MI	48864	\$126.62	\$32.31	
11	3302-02-28-352-007 2419	Turning Leaf Lane	Bennett Village LLC	6200 Pine Hollow Drive, Suite 100	East Lansing	MI	48823	\$126.62	\$32.31	
12	3302-02-28-352-006 2425	Turning Leaf Lane	Bennett Village LLC	6200 Pine Hollow Drive, Suite 100	East Lansing	MI	48823	\$126.62	\$32.31	
13	3302-02-28-352-004 2429	Turning Leaf Lane	Bennett Village LLC	6200 Pine Hollow Drive, Suite 100	East Lansing	MI	48823	\$126.62	\$32.31	
								\$ 1,646.06	\$420	



TO: Township Board

FROM: 
Peter Menser
Senior Planner

DATE: May 31, 2017

RE: Commercial Planned Unit Development (CPUD) #17014 (Saroki), demolish and redevelop the existing Haslett Marathon gasoline station at 1619 Haslett Road.

The Township Board last discussed CPUD #17014 at its meeting on May 16, 2017. Since the last meeting the applicant has revised the site plan based on comments from the Board and discussions with staff. The revised plan proposes the following changes:

- The length of the retail/service building was reduced by four feet, resulting in a decrease of the overall size of the building from 4,515 square feet to 4,343 square feet.
- The four parallel parking spaces previously proposed along the south side of the driveway off Marsh Road were eliminated and replaced by landscaping. As a result, the total number of parking spaces on the property was reduced from 22 to 18 total spaces.
- A decrease in the amount of impervious surface on the property from 91.23 percent to 85.90 percent.
- Four feet of green area was provided between the curb and the seven foot pathway on Haslett Road.
- Reduction in the height of the proposed freestanding sign at the northwest corner of the site from 30.67 feet to six feet.
- The outdoor seating area was moved from the southeast corner of the building to the northeast corner of the building near Haslett Road.
- The bicycle parking area was moved to the south side of the building and the number of bicycle racks was decreased from three to one for an overall reduction in the number of bicycle parking spaces from six to two. Three bicycle parking spaces are required, however only two spaces are shown on the submitted site plan. The applicant has indicated an additional bicycle rack will be added to the site to meet the minimum requirement.
- A public entrance was added to the northeast corner of the building on the east façade.

Waiver requests

The following is an updated list of waivers the applicant is requesting from the requirements of the underlying C-2 (Commercial) zoning district:

Parking. A minimum of 29 parking spaces are required for the project and 18 are proposed, so the applicant is requesting a waiver of 11 parking spaces.

Front yard setback. A 100 foot front yard setback is required from the centerline of the Haslett Road right-of-way. The proposed retail/service building is located 44.33 feet from the centerline therefore a waiver of 55.67 feet is requested.

Building perimeter landscaping. Landscaping is required around the perimeter of the building, an area equal to four feet multiplied by the perimeter of the building. 1,576 square feet of perimeter landscaping is required. The applicant is proposing 280 square feet of perimeter landscaping. A waiver of 1,296 square feet is requested.

Impervious surface coverage. The maximum impervious surface allowed in the C-2 zoning district is 70 percent. The project proposes 85.90 percent. A waiver of 15.90% is requested.

Parking lot landscape buffer (from adjacent right-of-way). Where a parking area adjoins a public street a landscaped buffer at least 20 feet wide is required between the parking area and the adjacent right-of-way. The site plan shows a 12 foot landscape buffer between the parking lot to the east of the retail/service building and the Haslett Road right-of-way. A waiver of eight feet is requested.

Parking lot landscape buffer (side and rear). A 15 foot wide landscaped buffer is required between a parking area and a side or rear property line. A one foot landscape buffer from the southern property line is proposed and a 14 foot waiver is requested.

Loading zone. A loading zone is required for commercial uses. The loading zone proposed originally conflicted with internal site circulation and an alternative location is not available due to the size and layout of the property, therefore a waiver from providing a loading zone is requested.

Wall signs. Businesses with frontage on more than one public street are allowed one wall sign on each façade having street frontage. The retail/service is allowed two wall signs, one on both the Marsh Road and Haslett Road facades. The building as proposed has a wall sign on each façade, so a waiver of two wall signs is requested.

Pump canopy signs. The ordinance does not allow signs on a pump canopy except those identifying self-service and full-service pumps. The applicant is proposing signs on the north, east, and west sides of the pump canopy. A waiver for the three wall signs is requested.

Freestanding signs (number). The applicant is proposing two freestanding signs on the site, one at the northwest corner of the property and one near the Haslett Road entrance. Only one freestanding sign per parcel is permitted, so a waiver of one freestanding sign is requested.

Freestanding sign (height at intersection of driveway and street). Section 86-474 of the Code of Ordinances limits the height of trees, berms, fences, walls, and signs to no taller than three feet when adjacent to the intersection of a driveway and a street so as not to obstruct the visibility of motorists, pedestrians, or cyclists. The freestanding sign near the Haslett Road entrance is proposed at six feet tall. The applicant is requesting a waiver of three feet for the proposed freestanding sign.

Proposed amenities

The revised site plan shows the proposed amenities for the project, including rehabilitation of a degraded site and public outdoor seating area.

Building elevations

The applicant has not yet provided up to date elevations of the proposed building, which is one of the required items for a CPUD application. Building elevations were received for previous site plans, but not since the building was moved to its new location along Haslett Road. If building elevations are not received prior to the meeting on June 6, 2017, the applicant will be required to get a separate approval for the elevations at a future Township Board meeting.

Township Board Options

The Township Board may approve, approve with conditions, or deny the proposed CPUD. If the Board amends the proposal, the request may be referred back to the Planning Commission for a recommendation. A resolution to approve the request is attached for the Board's consideration.

- MOVE to adopt the resolution approving Commercial Planned Unit Development #17014

Attachments

1. Resolution to approve.
2. Revised site plan and landscape plan dated May 24, 2017 and received by the Township on May 26, 2017.

RESOLUTION TO APPROVE

**Commercial Planned Unit Development #17014
(Saroki)**

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 6th day of June, 2017, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____

WHEREAS, Robert Saroki has submitted a request to establish a commercial planned unit development (C-PUD) at 1619 Haslett Road; and

WHEREAS, the redevelopment plan for the property includes demolition of the existing service station and pump canopy and construction of a new 4,343 square foot gasoline station with a convenience store and motor vehicle repair shop and new 3,300 square foot pump canopy; and

WHEREAS, the 0.81 acre subject site is appropriately zoned C-2 (Commercial), which allows for a commercial planned unit development; and

WHEREAS, the Planning Commission held a public hearing on the request at its regular meeting on February 13, 2017 and recommended approval (8-0) on March 13, 2017; and

WHEREAS, the Township Board held a public hearing on the request at its meeting on April 18, 2017, discussed the commercial planned unit development at its regular meeting on May 16, 2017, and has reviewed the information forwarded by staff under cover memorandums dated April 18, 2017 and May 11, 2017; and

WHEREAS, the commercial planned unit development ordinance is intended to provide reasonable flexibility for redevelopment of commercial sites to ensure the continuing economic viability of the Township's commercial areas; and

WHEREAS, the proposed commercial planned unit development will be harmonious and appropriate with the existing and intended character of adjacent commercial developments surrounding the subject site; and

WHEREAS, the requested waivers for building perimeter landscaping, building and parking lot setbacks, impervious surface, loading space, signage, and parking are necessary to facilitate redevelopment of the site due to constraints related to the size of the property, the nature of the use, and proximity to adjacent road rights-of-way; and

WHEREAS, the proposed commercial planned unit development is and will be adequately served by public water and sanitary sewer; and

**Resolution to Approve
C-PUD #17014 (Saroki)
Page 2**

WHEREAS, the proposed redevelopment project is consistent with Township Board policy #1.3(3)(C), to facilitate a thriving economic community by encouraging redevelopment using the commercial planned unit development ordinance; and

WHEREAS, the project is consistent with Township Board policy #1.3(1)(C), to encourage redevelopment in the Haslett Corridor.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby approves Commercial Planned Unit Development #17014, subject to the following conditions:

1. The recommendation for approval is based on the revised site plan prepared by Kebs, Inc., dated May 24, 2017 and received by the Township on May 26, 2017, subject to revisions as required.
2. Approval is subject to one or more amenities. The applicant proposes the following amenities: rehabilitation of degraded site and outdoor seating.
3. The waivers requested for building perimeter landscaping, building and parking lot setbacks, impervious surface, loading space, signage, and parking are recommended for approval as depicted on the site plan prepared by Kebs, Inc. dated May 24, 2017 and received by the Township on May 26, 2017.
4. Site accessories such as benches, trash and recycling receptacles, exterior lighting fixtures, and bicycle racks shall be of commercial quality and complementary with the building design and style. Proposed site accessories shall be subject to approval by the Director of Community Planning and Development.
5. Site and building lighting shall comply with Article VII in Chapter 38 of the Code of Ordinances and are subject to the approval of the Director of Community Planning and Development. LED lighting is recommended for use where feasible.
6. All mechanical, heating, ventilation, air conditioning, and similar systems shall be screened from view by an opaque structure or landscape material selected to complement the building. Such screening is subject to approval by the Director of Community Planning and Development.
7. The applicant shall obtain all necessary permits, licenses, and approvals from the Ingham County Road Department, Ingham County Drain Commissioner, Michigan Department of Environmental Quality, the Township, and all other relevant agencies. Copies of all permits and approval letters shall be submitted to the Department of Community Planning and Development.
8. The utility, grading, and storm drainage plans for the site are subject to the approval of the Director of Public Works and Engineering and shall be completed in accordance with the Township Engineering Design and Construction Standards.
9. Copies of the site plan information and construction plans for the project shall be provided in an AutoCAD compatible format to the Township Engineering staff.

**Resolution to Approve
C-PUD #17014 (Saroki)
Page 3**

10. Any future building addition or expansion will require a modification to the Commercial Planned Unit Development #17014.
11. Building elevations for the project were not submitted and are therefore not approved at this time. A separate approval from the Township Board for the elevations is required.

ADOPTED: YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

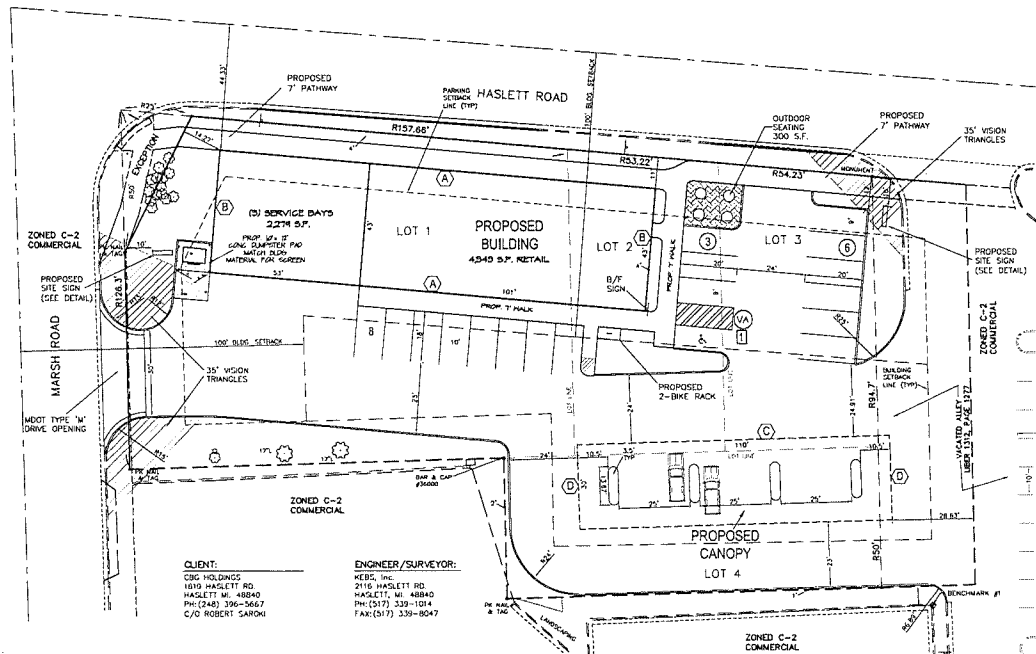
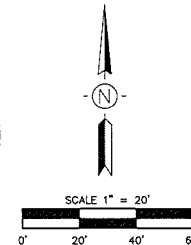
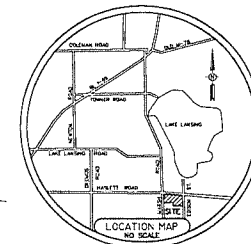
) ss

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 a complete copy of a resolution adopted at a regular meeting of the Township Board on the 6th day of June, 2017.

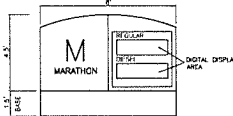
Brett Dreyfus
Township Clerk

CPUD PLAN FOR:
1619 Haslett Road
 MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN



LEGAL DESCRIPTION:
 AS PROVIDED IN TAX DESCRIPTION FOR PARCEL 33-02-02-10-430-009 PER MERIDIAN TOWNSHIP ASSESSING RECORDS:
 LOTS 1 THRU 4 OF ENNIS SUB EXC- BEC NW COR LOT 1 ENNIS SUB -E ALONG N LOT LN 25 FT -SWLY TO A PT ON W LOT LN 50 FT S OF NW COR SD LOT -N ALONG W LOT LN 50 FT TO POB, ALSO THAT PART OF W 1/2 OF VACATED EDSON ST LYING S OF HASLETT RD & ADJACENT TO LOTS 3 & 4 ENNIS SUB

- (A) DENOTES APPROX. LOCATION OF PROPOSED 154' WALL SIGN
- (B) DENOTES APPROX. LOCATION OF PROPOSED 43' WALL SIGN
- (C) DENOTES APPROX. LOCATION OF PROPOSED 17' WALL SIGN
- (D) DENOTES APPROX. LOCATION OF PROPOSED 12' WALL SIGN



15' SIGN AREA 38 S.F./SIDE
 TOTAL SIGN AREA ALLOWED 28 S.F./SIDE = 12 S.F./SIDE FOR PARKING = 40 S.F.

CLIENT:
 CBO HOLDINGS
 1619 HASLETT RD
 HASLETT MI 48840
 PH: (517) 339-5667
 C/O ROBERT SANDRI

ENGINEER/SURVEYOR:
 KEBS, INC.
 2116 HASLETT RD
 HASLETT MI 48840
 PH: (517) 339-1014
 FAX: (517) 339-8047

PARKING DATA:
 RETAIL LESS THAN 25,000 S.F.
 5/1000 GFA MIN
 5.5/1000 GFA MAX.
 4343/1000 X 5 = 21.71 OR 22 MIN.
 4343/1000 X 5.5 = 23.89 OR 24 MAX.

EXISTING SITE ZONING C-2 COMMERCIAL
 TOTAL PROPERTY AREA 0.92 ACRES

AUTOMOBILE SERVICE
 1/BAY PLUS 1/EMPLOYEE
 3 BAYS = 3 SPACES
 4 EMPLOYEES = 4 SPACES

TOTAL PARKING REQUIRED = 29-31 SPACES
 TOTAL PARKING PROPOSED = 18 SPACES

BIKE PARKING REQ'D. 1/10 VEHICLE SPACES
 10/18 = 1.8 = 2 BIKE SPACES = 1 LOOP

REQ. BLDG. SETBACKS
 FRONT 100' FROM C/L
 SIDE 15'
 REAR 15'

REQ. PARKING SETBACKS
 FRONT 20' FROM R.O.W.
 SIDE 15'
 REAR 15'

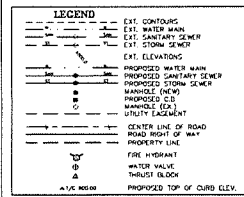
NOTE: WATER SHALL HAVE 10' HORIZONTAL SEPARATION & 18" VERTICAL SEPARATION FROM ALL SERVICES.

TOTAL IMPERVIOUS AREA
 34,264 S.F./39,888 S.F. x 100 = 85.90%
 TOTAL PERVIOUS AREA
 5,624 S.F./39,888 S.F. x 100 = 14.10%

SECTION	REQUIREMENT	REASON	WAVES REQUESTED	COMPARISON TO EXIST
88-367	100' MINIMUM FRONT YARD SETBACK FROM C.A.	44.32' PROP. BLDG. SETBACK	35.67' WAVE	106.52'
88-100113	4' BUILDING PERMITS LANDSCAPE = 1.37% OF	280' 2' PROPOSED WEST END	1.29% OF WAVE	N/A
88-103172	MAX. 70% IMPERVIOUS AREA	85.90% PROP. IMPERVIOUS	15.90% WAVE	74.98% EXIST. IMPERVIOUS
88-704211	20' PROP. BLDG. SETBACK FROM RIGHT OF WAY	17' PROP. PARKING SETBACK	0' WAVE	N/A
88-704213	15' SIDE AND REAR PARKING SETBACK	1' PROP. PARKING SETBACK	14' WAVE	7.5' EXIST. PARKING SETBACK
88-721	(1) LOADING SPACE	NO LOADING SPACE PROPOSED	(1) LOADING SPACE	NOT DESIGNATED ON SITE
88-753	29 REQUIRED PARKING SPACES	18 SPACES PROPOSED	11 SPACES	NOT DESIGNATED ON SITE



BENCHMARKS:
 BENCHMARK #1 ELEVATION: 803.37
 5' WALK IN THE CENTERLINE SIDE OF A WHITE POLE AT THE NORTHWEST CORNER OF EDSON STREET & HASLETT ROAD 1/4" NORTH OF THE NORTHEAST CORNER OF THE SIGN



- EX. LEGEND**
- = SET 1/2" DIA WITH CAP
 - = FOUND IRON AS NOTED
 - = DISTANCE NOT TO SCALE
 - = FENCE
 - = EXIST. ELEVATIONS
 - = PROPOSED WATER MAIN
 - = PROPOSED SANITARY SEWER
 - = PROPOSED STORM SEWER
 - = MANHOLE NEW
 - = PROPOSED C/O UTILITY ELEVATION
 - = CENTER LINE OF ROAD
 - = ROAD RIGHT OF WAY
 - = PROPERTY LINE
 - = FIRE HYDRANT
 - = WATER VALVE
 - = THROTTLE BLOCK
 - = PROPOSED TOP OF CURB ELEV.
 - = SANITARY MANHOLE
 - = DRAINAGE MANHOLE
 - = ELECTRIC MANHOLE
 - = TELEPHONE MANHOLE
 - = CATCHBASIN
 - = SANITARY CLEANOUT
 - = FIRE HYDRANT
 - = WALK
 - = EXISTING SPOT ELEVATION
 - = LIGHT POLE
 - = UTILITY POLE
 - = TRAFFIC LIGHT
 - = GUY WIRE
 - = UTILITY PRECAST
 - = TRANSFORMER
 - = UNDERGROUND WIRE
 - = UNDERGROUND ELECTRIC
 - = OVERHEAD WIRE
 - = DECIDUOUS TREE
 - = CONIFEROUS TREE
 - = PROPERTY LINE
 - = MONITOR WELL
 - = POST
 - = FUEL PUMP
 - = FUEL VAULT

- EX. SERVICE INVENTORIES**
- TOP WALKWAY #188
 - TOP: 804.78
 - #1 CONC. SW: 804.41
 - #2 CONC. SW: 804.19
 - CATCH BASIN #159
 - CATCH BASIN #158
 - TOP OF DRAIN: 804.74
 - CATCH BASIN #158
 - TOP: 808.56
 - 4" CLAY MAN: 858.82
 - CATCH BASIN #160
 - TOP: 808.28
 - 4" CONC. SW: 804.41
 - TOP: 805.21
 - 12" CONC. SW: 804.07

SHEET INDEX
 1. COVER SHEET
 2. LANDSCAPE PLAN

- DENOTES PROPOSED NUMBER OF 10' x 10' PARKING SPACES
- DENOTES NUMBER OF D/F SPACES
- DENOTES VAN ACCESS D/F SPACES
- DENOTES PROPOSED NUMBER OF 9' x 10' PARKING SPACES

REVISIONS
 11-13-17 SUBMITTAL
 11-17-17 PER
 PUBLIC COMMENTS
 11-17-17 NEW SUBMITTAL
 11-17-17 NEW SUBMITTAL
 11-24-17 NEW SUBMITTAL REVISION

KEBS, INC. KYES ENGINEERING
 2116 HASLETT ROAD, HASLETT, MI 48840
 PH: 517-339-1014 FAX: 517-339-8047

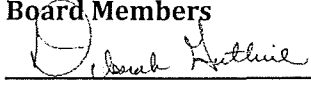
1619 Haslett Road
 COVER SHEET

SCALE: 1" = 20'
 DATE: 8-23-19
 AUTHORIZED BY: CBG HOLDINGS

APPROVED BY: [Signature]
 PROJECT WDR. [Signature]
 SHEET 1 OF 2
 JOB # 89652



12. B

To: Board Members
From: 
Date: June 6, 2017
Re: Distributed Antennae System (DAS)

Attached is a final draft of the Distributed Antennae System (DAS) and Small Cell Policy for the Board's further consideration on the issue of allowing these wireless systems in our rights of way. This policy was originally drafted based upon recommended DAS and Small Cell Policy choice considerations from the Communications Commission, legal counsel and the previous and current Township Boards. The attached recommended final draft policy has been updated based upon input and feedback received from multiple Board and Commission members and meetings thereof, as well as from the Township Manager, Communications, Engineering and Planning staff and multiple meetings with ACD.Net representatives, and finally, the May 16, 2017 Township Board meeting.

At the May meeting, the board indicated DAS and Small Cell Policy changes to include (as highlighted on the Draft DAS and Small Cell Policy included with this memo);

1. Requiring future DAS/Small Cell Wireless Infrastructure to be located in safe areas rather than preferring it to be located in safe areas,
2. Add language regarding motorist safety as approved by the Township and Ingham County Road Commission,
3. Reduce the pole height maximum from 50 feet (50') to forty feet (40'),
4. Define specific zones the systems for such facilities shall occur,

This document is being brought before the Township Board to decide whether or not this DAS and Small Cell Policy final draft together with the DAS/Small Cell Franchise Agreement and Modified METRO Agreement adequately addresses the appropriate standards for permitting and franchising DAS and Small Cell systems in the Meridian Township rights of way.

Attached is a final draft of the Distributed Antennae System (DAS) Franchise Agreement for the Board's further consideration on the issue of allowing these wireless systems in our rights of way.

At the most recent Township Board meeting, there was a request to incentivize the company by charging less for the types of poles the township desired and charge more for less desirable poles, essentially reversing the fees per pole. There was also an additional comment by the board requesting to expressly prohibit wood poles altogether. Changes to the DAS Franchise Agreement document under the fee structure section have been modified to reflect recommended fee structure changes (as highlighted on the DAS Franchise Agreement included with this memo);

Memo to Township Board
June 6, 2017
Re: Distributed Antennae System (DAS)
Page 2

\$28.03 for ornamental poles in downtown districts

\$69.95 for poles in downtown districts, i.e. main intersection poles, in districts where there are buildings > 5 stories, or other large complexes, within a couple of hundred feet of the small cell

\$144.76 for poles outside wood utility pole districts, i.e. where there are concrete light poles, fiberglass poles, metal poles for carrying or lighting only (i.e. non-intersection, non-downtown poles)

Wood poles are expressly prohibited

This document is being brought before the Township Board to decide whether or not this DAS/Small Cell Franchise Agreement together with the DAS and Small Cell Policy and Modified METRO Agreement adequately addresses the appropriate standards for permitting and franchising DAS and Small Cell systems in the Meridian Township rights of way.

No changes for the Modified METRO Agreement were requested by the Township Board at the last Board meeting.

Attachments

1. Draft DAS and Small Cell Policy
2. DAS/Small Cell Franchise Agreement
3. Modified METRO Agreement

The following motion is recommended for Board consideration:

MOVE TO APPROVE THE DAS AND SMALL CELL POLICY FOR PURPOSES OF ALLOWING SMALL CELL WIRELESS SYSTEMS INTO THE TOWNSHIPS RIGHTS OF WAY.

MOVE TO APPROVE THE DAS/SMALL CELL FRANCHISE AGREEMENT.

MOVE TO APPROVE THE MODIFIED METRO AGREEMENT.

**MERIDIAN TOWNSHIP
DRAFT DAS AND SMALL CELL POLICY**

The administration of this Policy shall be governed by the following DAS and Small Cell Policy:

- 1.1. The Township supports efforts to establish an open, competitive marketplace for needed communication services that also serves the Township's Constitutional and statutory mandates to promote safety and convenience in the use of public right-of-ways under its jurisdiction and to maintain the integrity of the Township Zoning and Master Plan, promote property values and preserve the character of the Township as desired by Township residents. The Township promotes and encourages competition for communication services that make the latest and best technology available and keep service prices affordable for all Township residents and businesses. An integral component of this open marketplace is the consistent application of regulations to all communications providers and the preservation of local authority over matters of local impact.
- 1.2. The Township recognizes that to balance the needs and interests of the public in the management of the right-of-ways together with the desire of the communications service industry to access such rights of way where there is a demonstrated need for new facilities, facilities supporting communication services may be integrated into the right-of-ways in conformity principally with community standards, also taking into account industry standards and best practices identifying community standards together with an understanding of industry standards and best practices all of which may be incorporated into the terms and conditions of the Township's franchise and right-of-way permit and permit process and may change from time to time, in the Township's sole judgment and discretion.
- 1.3. The Township's primary goal is to make and maintain the right-of-ways under its jurisdiction safe and convenient for public travel, maintain the integrity of the Township Zoning and Master Plan as guidance only at the Township's sole discretion, promote property values and preserve the character of the Township as desired by Township residents. To further this goal, the Township recites the following siting priority preferences, which shall be enforced wherever possible in the Township's discretion.

1.4. Use/Installation Priority Preference Considerations

- 1.4.1. A Communications Service Provider shall first demonstrate a need for new communication facilities by providing proof of customer demand exceeding available supply.

1.4.1.1. Details of Proof TBD. (Coverage Gap/Deficiency Map).

- 1.4.1.2. The Township **requires** that future DAS/Small Cell Wireless Infrastructure be located in safe areas of the rights of way. The Township's reasoning includes: Reduced aesthetic impact, fewer land use restrictions, diminished visual impact of telecommunication facilities, improved buffering from adjacent residential uses, potential to join publicly managed communication systems with commercial wireless service antennas, greater continuity of telecommunications facilities, enhanced cell phone service in more remote parts of the Township, **motorist safety as approved by the township and Ingham County Road Department**, and quicker application approval process as valid reasons for such preference.

**MERIDIAN TOWNSHIP
DRAFT DAS AND SMALL CELL POLICY**

1.4.1.3. Collocation on an existing facility within the right-of-way subject to a franchise agreement shall be preferred to locating a new DAS and Small Cell Facility within the right-of-way.

1.4.1.4. Locating a new DAS and Small Cell Facility in the right-of-way shall only be permitted when the applicant demonstrates, in the Township's judgment, that collocating on any existing facility, is not possible or practical.

1.4.1.5. Where possible and practical, facilities will be required to be located below ground where other existing facilities or structures are located below ground.

1.4.2. Collocation

1.4.2.1. All DAS collocation applications shall be subject to collocation within existing DAS structures. Mandatory future collocation of all subsequent DAS and Small Cell Facilities shall be required where possible and practical for any newly authorized structure under this Policy.

1.4.2.2. Any DAS application that is not for a collocated DAS structure must contain a statement justifying why collocation is not possible or practical. Such statement shall include:

1.4.2.2.1. Such structure and technical information and other justifications as are necessary to document the reasons why collocation is not possible or practical, including all communication of denials of collocation requests from 3rd party entities; and

1.4.2.2.2. A list of all eligible support structures and alternative structures considered as alternatives to the proposed location.

1.4.2.2.3. A written explanation why the alternatives considered were not possible or practical due to technical or physical constraints.

1.4.3. Stealth installations or otherwise aesthetically consistent designs shall be required at the discretion of the Township, with all facilities located within the pole, and will generally be similar to the existing infrastructure in the area. See Ordinance Sections #86-438.

1.4.4. New structures shall be limited and not higher than other existing poles in **all areas**, and in all events, no higher than **forty feet (40')** and no more than 2 feet in diameter, or as determined by zone unless otherwise shown to be needed by the Applicant based upon the technical characteristics of the area or other considerations, including collocation. The dimensions of new facilities will generally not be permitted to exceed existing infrastructure in the same vicinity.

1.4.5. Use of new or existing light poles is an acceptable support structure subject to all other criteria herein.

**MERIDIAN TOWNSHIP
DRAFT DAS AND SMALL CELL POLICY**

- 1.4.6. Attachments to a support structure including any and all power sources and back-ups shall be placed inside the pole absent specific exception granted at the sole discretion of the Township.
- 1.4.7. New structures shall be customized to match the norms of the area. By way of examples: A new pole if otherwise approved, must match the RGB scale of the green LED lights in Downtown Okemos and - A new pole in a commercial district must be a metal type structure - either steel or aluminum or a combination of the two.
- 1.4.8. No new DAS and Small Cell Facility support structure may be erected in the public right-of-way within five hundred feet (500') of an existing Communication structure including DAS and Small Cell Facility support structures, unless shown, as determined by the Township in its discretion, that it is required for technical feasibility or that all existing infrastructure is already exhausted or not available for use.
- 1.4.9. To the greatest extent possible and practical, placement of such facilities shall occur in designated overlay districts and/or PICA Zones as defined in the 2017 Master Plan and specifically designated in the following zones:
- 1.4.9.1. Carriage Hills Retail PICA Zone
- 1.4.9.2. Downtown Okemos PICA Retail Zone
- 1.4.9.3. Or practical Downtown Haslett PICA Retail Zone
- 1.4.10. The Township will manage access to the public right-of-ways for DAS and Small Cell purposes in a nondiscriminatory, competitively neutral and nonexclusive way to the extent required under applicable law and, to the extent allowed under applicable law, to receive fair compensation based upon market rates. The public interest will be protected by a franchise agreement reflecting such fees and collecting all associated administrative costs for use of the public right-of-ways under the jurisdiction of the Township. In Kind Services may be substituted for some portion of or all such fees where the Township determines that the value of such services approximates fair and reasonable market rates.
- 1.4.11. Right-of-way permits for location of DAS and Small Cell Facilities and all supporting equipment and structures will be managed to preserve the integrity of the road system's infrastructure, ensure efficient use of the property under the jurisdiction of the Township, and ensure compliance with all state, federal and local law and regulation as well as all applicable and commonly recognized building, electrical, safety and other road right of way standards, regulations and permitting processes and requirements.
- 1.4.12. In order to effectively manage and regulate the use of public right-of-ways under the Township's jurisdiction in the best interests of the public, it is necessary for the Township to reserve and exercise all franchise, proprietary, legislative, administrative and discretionary authority it may have to the full extent allowed or not prohibited by

**MERIDIAN TOWNSHIP
DRAFT DAS AND SMALL CELL POLICY**

law. Nothing in this policy shall be construed to diminish or in any way to limit the franchise, proprietary, discretionary, administrative or legislative authority of the Township and its officials as respects the management and use of the Township's public right-of-ways or other property interests in respect to the granting, delaying, or denying any right-of-way permit or use of other Township property.

- 1.4 **Township DAS and Small Cell Facility Proposal Review Process**
 - 1.4.1 Routing of Application - TBD
 - 1.4.2 Timing and Deadlines - TBD
 - 1.4.3 Franchise Fees, Permit Fees and Cost Recovery -TBD

- 1.5 Compliance with all existing Township Ordinances as guidelines only at the discretion of the Township.

DAS/SMALL CELL FRANCHISE AGREEMENT

BETWEEN

CHARTER TOWNSHIP OF MERIDIAN

and

KEPS Technologies, Inc. d/b/a "ACD"

THIS FRANCHISE AGREEMENT ("AGREEMENT") DATED AS OF THIS ___ DAY OF _____, 2017, IS ENTERED INTO BY AND BETWEEN THE CHARTER TOWNSHIP OF MERIDIAN, A MUNICIPAL CORPORATION ("TOWNSHIP OR TWP"), AND KEPS Technologies, Inc. d/b/a "ACD", A MICHIGAN CORPORATION ("FRANCHISEE" OR "ACD").

WHEREAS, the Township has made significant investments of time and resources in the acquisition and maintenance of the public ways and such investment has enhanced the utility and value of the public ways; and

WHEREAS, the public ways within the Township are used by and useful to private enterprises including Franchisee and others engaged in providing telecommunications services to citizens, institutions, and businesses located in the Township; and

WHEREAS, the right to access and/or occupy portions of such public ways for limited times, for the business of providing telecommunications services, is a valuable economic privilege; and

WHEREAS, beneficial competition between providers of communications services can be furthered by the Township's provision of grants of location and rights to use the public ways on non-discriminatory and competitively neutral terms and conditions as specifically itemized in this agreement; and

WHEREAS, FRANCHISEE is a private enterprise engaged in **installing** facilities related to and/or **providing** various telecommunications services within the Township by means of fiber connected Distributed Antenna Systems or other Small Cell Facilities (DAS/Small Cells or DAS Small Cell Networks); and

WHEREAS, FRANCHISEE desires to physically install and occupy portions of the public way to install wireless facilities as specifically enumerated herein, or to utilize Township owned light, traffic signals or other Township owned poles for use of it's FRANCHISED DAS/Small Cells; and
FRANCHISEE

WHEREAS, FRANCHISEE is agreeing to compensate the Township for installation and/or operation of all antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cells in exchange for a grant of location and the right to use and physically occupy portions of the public way for the limited purposes and times set forth below;

WHEREAS, the Township grants this Franchise pursuant to its authority to manage its public spaces;

NOW THEREFORE BE IT RESOLVED, in consideration of the terms and conditions contained in this Agreement, the Township and FRANCHISEE do hereby agree:

THIS AGREEMENT IS MADE WITH REFERENCE TO THE FOLLOWING FACTS AND CIRCUMSTANCES:

1.0 DEFINITIONS

Except as otherwise defined herein, the following terms shall, when capitalized, have the meanings given below:

1.1 "Agency" means any governmental agency or quasi-governmental agency other than the Township, including, but not limited to, the Federal Communications Commission (FCC) and the Michigan Public Service Commission, Metro Authority or Local Community Stabilization Authority .

1.2 "Grant" when used with reference to grant or authorization of the Township, means the prior written authorization of the Charter Township of Meridian (and/or its various boards and commissions) unless another person or method for authorization is specified herein or under applicable law. Grant does not mean "Approval" as contemplated in various FCC determinations related to subsequent collocation requests which are expressly not granted by this Franchise.

1.3 "Business Day" means any Day other than a Saturday, Sunday, or Day observed as an official holiday by the Township.

1.4 "Day" means any calendar day, unless a Business Day is specified. For the purposes hereof, if the time in which an act is to be performed falls on a Day other than a Business Day, the time for performance shall be extended to the following Business Day. For the purposes hereof, the time in which an act is to be performed shall be computed by excluding the first Day and including the last.

1.5 "FCC" means the Federal Communications Commission.

1.6 "Hazardous Material" means any substance, waste or material which, because of its quantity, concentration or physical or chemical characteristics is in fact or deemed by any federal, state, or local governmental authority to pose a present or potential hazard to human health or safety or to the environment.

1.7 "Law" or "Laws" means any federal, state or local statute, ordinance, resolution, regulation, rule, tariff, administrative order, certificate, order, or other lawful requirement in effect either at the time of execution of this Agreement or at any time during the period the DAS/Small Cells are located in the Public Rights-of-Ways.

1.8 "DAS/Small Cells" means any and all telecommunication facilities or related equipment installed and/or operated by FRANCHISEE for the provision of commercial mobile radio service ("CMRS") carriers and including cables, antennas,

brackets, devices, conduits, poles, shelters, houses, cabinets and all other related equipment to be deployed, installed and/or operated by FRANCHISEE as described in Exhibit A attached hereto.

1.9 "Person" means an individual, a corporation, a partnership, a sole proprietorship, a joint venture, a business trust, or any other form of business association or government agency.

1.10 "Public Ways" or "Public Rights-of-Way" means the areas in, upon, above, along, across, under, and over the public streets, sidewalks, roads, lanes, courts, ways, alleys, boulevards, buildings and any other public places owned by and within the Township as the same now or may hereafter exist and which are under the permitting jurisdiction of the Township.

1.11 "Release" when used with respect to Hazardous Material means any actual or imminent spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, dumping, or disposing into or inside any existing improvements or any improvements constructed hereunder by or on behalf of FRANCHISEE.

1.12 "Services" means those services provided by or through DAS/Small Cells FRANCHISEE as specifically identified in the attached detailed plans and specifications See Exhibit A. If the Township grants the provision of any other services by FRANCHISEE, upon such grant, the definition of "Services" shall automatically be revised to include any such grant of additional services. Unless specifically expressed in this agreement, Service does not mean video service of any kind.

1.13 "Poles" means light poles, wooden power poles, traffic light poles, highway sign poles, utility poles, lighting fixtures or other similar poles located in the Public Way owned by the Township or FRANCHISEE or any other third parties and may refer to such facilities in the singular or plural, as appropriate to the context in which used. The term poles excludes any historically or architecturally significant poles owned by the Township located on public ways or, other similar street features.

2.0 TERM OF AGREEMENT

The term of this Agreement shall commence on the date of execution by the Township ("The Commencement Date") and shall end on the same date as termination of Metro Act Permit.

Upon written application to Township delivered no later than one year before the end date of the term of this FRANCHISE, the FRANCHISEE may request to amend this FRANCHISE to extend the end date to a proposed new date. Assuming the Franchisee has met all conditions of the FRANCHISE and performed to Township's satisfaction in providing the Services in the Township, and assuming that Township believes extension of the term of this Franchise would be in the public interest, the term end date of this FRANCHISE may be extended.

3.0 DESCRIPTION OF WORK

3.1 Installation of DAS/SMALL CELL NETWORKS. During the term of this Agreement, FRANCHISEE is authorized, on a non-exclusive basis, to locate and install antennas, supporting structures for antennas, equipment shelters, poles or houses associated with DAS/Small Cell networks including utility poles, light poles or, to attach to Township light poles, traffic signal poles, if any, or other Township owned poles to house and operate a DAS/Small Cell Network in the utility public right of way or other Township owned or controlled property, as more particularly identified in Exhibit A.

This agreement does not give any rights to use any property, poles or other structures not owned by the Township. Prior to installation of any DAS/Small Cell equipment including poles, in any Township right of way, FRANCHISEE shall obtain written authorization for such installation upon such specifically designated property or pole from the owner of the property or pole, including the Township and shall provide the Township with written evidence of such authorization, if received from a 3rd party.

3.1.1. Location of DAS/Small Cell Networks. The Township may grant or deny the location and installation of any DAS/Small Cell equipment on a pole or other structure prior to installation, based on reasonable proprietary and or regulatory factors, such as the location of other present or future communications facilities owned by or installed at the direction or permission of the Township, efficient use of physical space to avoid premature exhaustion of rights of way resources and space, potential inference with other communications facilities and services, the public safety of the motoring public and other users of the rights of way, maintaining the integrity and character of the various community districts as embodied in the zoning ordinances of the Township, such ordinances NOT binding upon either party to this agreement regarding use of Township property including rights of way, but as a guide employed at the discretion of the Township, and other critical public services; provided, however, that such grant shall not be unreasonably conditioned, withheld, or delayed.

3.1.2 Map and List of DAS/Small Cell equipment. FRANCHISEE shall maintain in a form acceptable to the Township, a current map and list of the location of all Facilities used by FRANCHISEE for its DAS/Small Cell Network pursuant to this Agreement and located in public ways; FRANCHISEE shall provide such list to the Township within ten (10) Business Days upon completion of the installations permitted in this agreement; and FRANCHISEE shall, whether or not requested by the Township, provide an updated list and map promptly after any change is made in regard to the locations of the specific intallations specified by FRANCHISEE in such lists and maps. FRANCHISEE shall obtain all required permits and grants of the Township and any of its departments or agencies, and any other Agency with jurisdiction over the DAS/Small Cells, services or the property on which the DAS/Small Cells are or will be located, prior to performing any work under this Agreement and shall comply with all of the terms and conditions set forth in these permits. FRANCHISEE shall not mount, construct, install, maintain, locate, operate, place, protect, reconstruct, reinstall, remove, repair, or replace any DAS/Small Cells on any pole, or other structure except as expressly authorized by and in strict compliance with this Agreement, and shall not without further and separate authorization, otherwise locate more than one antenna or other related structure on any single pole or other structure.

3.1.3 Changes to DAS/Small Cell Networks or Their Location on Poles Located in Public Ways. If FRANCHISEE proposes to install different but comparable equipment, or if the DAS/Small Cell or its location on the poles located in public Rights-of-Way deviate in any material way from the specifications attached hereto as Exhibit A, then FRANCHISEE shall first obtain a grant for the use and installation of the comparable equipment or for any such deviation in the DAS/Small Cells Network from the Township and owners of the poles located on Public Rights-of-Way and shall provide the Township with written evidence of such authorization. The Township may not unreasonably deny use of the different but comparable equipment, or non-material deviation from the specifications set forth in Exhibit A with regard to the placement of the DAS/Small Cell equipment on the poles located on public ways, pursuant to the factors enumerated under Section 3.1.1, and such grant shall not be unreasonably conditioned, withheld, or delayed.

3.2 Provision of Services. The DAS/Small Cell Network installed pursuant to this Agreement shall be used solely for the rendering of communication services including telecommunication services and wireless services. If FRANCHISEE proposes to make a material change to the nature and character of the services not expressly permitted under this Agreement, including, without limitation, video programming services, open video system services, or cable television services, FRANCHISEE shall notify the Township in writing of this intended change not less than one hundred and eighty (180) days prior to the proposed date of change to Service. The Township may either (i) accept the proposed change in Service on mutually agreeable terms and conditions subject to the franchise requirements of MCL 484.3301 et seq. or (ii) require that the Services not be changed but rather continue to be provided as contemplated herein.

3.3 Restoration of Work Site Areas. Upon the completion of each task or phase of work to be performed by FRANCHISEE under this Agreement, FRANCHISEE shall promptly restore all work site areas to a condition reasonably satisfactory to the Township and in accordance with construction standards as specified by the Township, ordinary

wear and tear not caused by FRANCHISEE or the DAS/Small Cells Networks excepted. The provisions of this paragraph shall survive the expiration, completion or earlier termination of this Agreement.

3.4 Removal of DAS/Small Cell Network. Upon one hundred and eighty (180) days' written notice by the Township pursuant to the expiration or earlier termination of this Agreement for cause, FRANCHISEE shall promptly, safely and carefully remove the DAS/Small Cell Network from all poles and other places located in Public Rights-of-Way. Such obligation of FRANCHISEE shall survive the expiration or earlier termination of this Agreement. If FRANCHISEE fails to complete this removal work on or before the one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, then the Township, upon written notice to FRANCHISEE, shall have the right at the Township's sole election, but not the obligation, to perform this removal work and charge FRANCHISEE for the actual costs and expenses, including, without limitation, reasonable administrative costs. FRANCHISEE shall pay to the Township the reasonable costs and expenses incurred by the Township in performing any removal work and any storage of FRANCHISEE's property after removal (including any portion of the DAS/Small Cell Networks) within fifteen (15) Business Days of the date of a written demand for this payment from the Township. The Township may, in its discretion, obtain reimbursement for the above by making a claim under FRANCHISEE's performance bond. After the Township receives the reimbursement payment from FRANCHISEE for the removal work performed by the Township, the Township shall promptly return to FRANCHISEE the property belonging to FRANCHISEE and removed by the Township pursuant to this Section 3.4 at no liability to the Township. If the Township does not receive the reimbursement payment from FRANCHISEE within such fifteen (15) Business Days, or if Township does not elect to remove such items at the Township's cost after FRANCHISEE's failure to so remove prior to one hundred and eighty (180) days subsequent to the issuance of notice pursuant to this Section 3.4, any items of FRANCHISEE's property, including without limitation the DAS/Small Cell Networks, remaining on or about the Public Rights-of-Way or stored by the Township after the Township's removal thereof may, at the Township's option, be deemed abandoned and the Township may dispose of such property in any manner allowed by Law, and in accordance with any legal rights of persons other than the Township who own light poles located in the public way and used by FRANCHISEE. Alternatively, the Township may elect to take title to such abandoned property, whether the Township is provided by the FRANCHISEE, an instrument satisfactory to the Township transferring to the Township the ownership of such property, or not. The provisions of this paragraph shall survive the expiration or earlier termination of this Agreement.

3.5 Risk of Loss or Damage. FRANCHISEE acknowledges and agrees that FRANCHISEE bears all risk of loss or damage of its equipment and materials, including, without limitation, the DAS/Small Cell Networks, installed in the Public Rights-of-Way pursuant to this Agreement from any cause, and the Township shall not be liable for any cost of repair to damaged DAS/Small Cell Networks, including, without limitation, damage caused by the Township's removal of DAS/Small Cell Networks, except to the extent that such loss or damage was caused by the willful misconduct of the Township, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

3.6 Removal or Relocation of DAS/Small Cell Network at Township's Request. FRANCHISEE understands and acknowledges that the Township, at any time and from time to time, may require FRANCHISEE to remove or relocate upon a written request from the Township on ten (10) Business Days' (or shorter in the event of an Emergency) notice at FRANCHISEE's sole cost and expense, portions of the DAS/Small Cell Network whenever Township reasonably determines that the removal or relocation is needed: (1) to facilitate or accommodate the construction, completion, repair, relocation, or maintenance of a Township project, (2) because the DAS/Small Cell Network interferes with or adversely affects proper operation of the light poles, traffic signals, Township-owned communications systems or other Township facilities, (3) because of a sale or vacation of the public right of way by the Township, (4) because there is a change in use of the public right of way by the Township provided such use similarly effects similarly FRANCHISED users in the public right of way, (5) because there is damage to and/or removal of the light pole, or (6) to preserve and protect the public health and safety, in a manner not inconsistent with 47 U.S.C. § 332(c)(7). FRANCHISEE shall at its own cost and expense remove, relocate and/or adjust the DAS/Small Cell Network, or any part thereof, to such other location or locations in the Public Rights-of-Way, or in such manner, as appropriate, as may be designated or granted, in writing and in advance, by the Township. Such removal, relocation, adjustment shall be completed within the time prescribed by the Township in it's written request and in accordance with the terms of this Agreement. FRANCHISEE shall not be in default hereunder if it has taken appropriate action as directed by the Township to obtain such grant. If FRANCHISEE fails to remove, relocate, adjust or support any portion of the DAS/Small Cell Network as described by the Township within the prescribed time, Township may take all reasonable, necessary, and appropriate action, as stated in Section 3.4.

4.0 PERMIT, LIMITATIONS AND RESTRICTIONS

4.1 Limited Authorization. This Agreement does not authorize the placement of DAS/Small Cell Networks or any other equipment on any sites, structures or facilities other than those specifically identified herein including collocation. Placement of the DAS/Small Cell Networks shall comply with the terms of the Township's conditions of access in effect as of the date of execution hereof and as are applied equally to all Persons using the Public Rights-of-Way under grant by the Township. The Agreement does not relieve FRANCHISEE of its burden of seeking any necessary permission from other governmental agencies which may have jurisdiction regarding FRANCHISEE's proposed use. FRANCHISEE further acknowledges that it cannot use any historically or architecturally significant poles located on the public rights-of-way or other street furniture, except as may be otherwise expressly authorized in a specific permit issued by the Township.

4.2 No Authorization to Provide Other Services. FRANCHISEE represents, warrants and covenants that its DAS/Small Cell Networks installed pursuant to this Agreement will be utilized solely for the rendering of communication services, telecommunication services, including wireless services, and FRANCHISEE is not authorized to and shall not use the DAS/Small Cell Networks to offer or provide any other services not specified herein. Failure to abide by this may constitute a breach of this agreement, and the Township, after providing FRANCHISEE with written notice and a meeting concerning the same, may levy fines in an amount not to exceed one thousand dollars (\$1,000.00) per day until the breach is remedied together with all other remedies available at law or equity.

4.3 Reservation of Powers. The Township reserves any and all powers it may have, now or in the future under applicable local, state, or federal law, to regulate the DAS/Small Cell Networks, their use, or the use of the Public Rights-of-Way or of other Township property. FRANCHISEE shall be subject to all present and future ordinances of the Township and its Boards and Commissions. Nothing in this Agreement shall be construed as a waiver of any codes, ordinances or regulations of the Township or of the Township's right to require FRANCHISEE to secure the appropriate permits or authorizations for exercising the rights set forth in this Agreement.

4.4 All Permitted Activities Fees at FRANCHISEE's Sole Expense. Notwithstanding any other provision of this Agreement, the construction, operation, maintenance, removal and replacement of DAS/Small Cell Networks, and all other activities permitted hereunder and all fees or obligations of FRANCHISEE under this Agreement, shall be FRANCHISEE's sole responsibility at FRANCHISEE's sole cost and expense.

4.5 Permit. FRANCHISEE shall obtain, at its sole expense, all applicable permits as are required by the Township or any other government Agency to perform the work and ongoing use, as described in this Agreement, of poles located on the Public Rights-of-Way, including but not limited to a Metro Act Permit pursuant to 2002 PA 48; MCL 484.3101 et seq.

4.6 No Real Property Interest Created. Neither FRANCHISEE's use of the Public Rights-of-Way, nor anything contained in this Agreement, shall be deemed to grant, convey, create, or vest in FRANCHISEE a real property interest in any portion of the Public Rights-of-Way or any other Township property, including but not limited to, any fee or leasehold interest in any land or easement. FRANCHISEE, on behalf of itself and any permitted successor, lessee, or assign, recognizes and understands that this Agreement may create an interest subject to taxation and that FRANCHISEE, its successor, lessee or assign may be subject to the payment of such taxes.

4.7 All Rights Nonexclusive. Notwithstanding any other provision of this Agreement, any and all rights expressly or impliedly granted to FRANCHISEE under this Agreement shall be non-exclusive, and shall be subject and subordinate to (1) the continuing right of the Township to use, and to allow any other Person or Persons to use, any and all parts of the Public Rights-of-Way, exclusively or concurrently with any other Person or Persons, and (2) the public easement for streets and any and all other deeds, easements, dedications, conditions, covenants, restrictions, encumbrances and claims of title (collectively, "Encumbrances") which may affect the Public Rights-of-Way now or at any time during the term of this Agreement, including without limitation any Encumbrances granted, created or allowed by the Township at any time.

4.8 Collocation. This FRANCHISE does not grant or approve any collocation rights to any person or entity, related or unrelated to the FRANCHISEE. FRANCHISEE is authorized to install 1 antenna per site. Additional antennas or other equipment or structures proposed by any entity requires new and additional franchises at the Township's Sole discretion. The Township reserves the right to require all future DAS/Small Cell installers to collocate within Franchisee's poles or other support facilities pursuant to its police powers and Franchisee agrees to reasonably accommodate such requirements in terms of location within the structure and costs and fees charged to such 3rd party applicant.

5.0 WAIVERS AND INDEMNIFICATION

5.1 Non-Liability of Township Officials, Employees and Agents. No elective or appointive board, commission, member, officer, employee or other agent of the Township shall be personally liable to FRANCHISEE, its successors and assigns, in the event of any default or breach by the Township or for any amount which may become due to FRANCHISEE, its successors and assigns, or for any obligation of Township under this Agreement.

5.2 Obligation to Indemnify the Township. FRANCHISEE, its successors and assigns, shall hold harmless, defend, protect and indemnify the Township, including, without limitation, each of its commissions, departments, officers, agents, employees and contractors, from and against any and all actions, losses, liabilities, expenses, claims, demands, injuries, damages, fines, penalties, costs, judgments or suits including, without limitation, reasonable attorneys' fees and costs (collectively, "Claims") of any kind allegedly arising directly or indirectly from: (i) any act by, omission by, or negligence of FRANCHISEE or its contractors or subcontractors, or the officers, agents, or employees of any of them, while engaged in the performance of the work or conduct of the activities authorized by this Agreement, or while in or about the Public Rights-of-Way or any other Township property for any reason connected in any way whatsoever with the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or allegedly resulting directly or indirectly from the presence, construction, installation, maintenance, replacement, removal or repair of the DAS/Small Cell Networks, (ii) any accident, damage, death or injury to any contractor, subcontractor, or any officer, agent, or employee of either of them, while engaged in the performance of the work, conduct of the activities or presence of the DAS/Small Cell Networks authorized by this Agreement, or while in or about the Public Rights-of-Way, for any reason connected with the performance of the work or conduct of the activities authorized by this Agreement, or arising from liens or claims for services rendered or labor or materials furnished in or for the performance of the work authorized by this Agreement, (iii) any accident, damage, death or injury, to real or personal property, good will, and Person(s) in, upon or in any way allegedly connected with the work or activities authorized by this Agreement or the presence of the DAS/Small Cell Networks from any cause or claims arising at any time including, without limitation, injuries or damages allegedly caused, directly or indirectly, in whole or in part, by radio wave transmission or electromagnetic fields emitted by the DAS/Small Cell Networks, (iv) any Release, or threatened Release, of any Hazardous Material caused in whole or in part by FRANCHISEE in, under, on or about the property subject to this Agreement or into the environment, or resulting directly or indirectly from the DAS/Small Cell Networks or the work or activities authorized by this Agreement, (v) any violation by FRANCHISEE of the terms and conditions hereof or any permit or grant issued by Commissioner or any Agency in connection with the DAS/Small Cell Networks or Services or pursuant hereto, or any misrepresentation made herein or in any document given by FRANCHISEE in connection herewith, and (vi) any direct or indirect interference by FRANCHISEE or the DAS/Small Cell Networks, except to the extent that such Claims arise from interference with use or placement of facilities in the public way caused by the sole negligence or willful misconduct of the Township, including without limitation, each of its commissions, boards, departments, officers, agents, employees and contractors.

5.3 Scope of Indemnity. FRANCHISEE shall hold harmless, indemnify and defend the Township as required in this Section 5, including without limitation, each of its

commissions, boards, departments, officers, agents, employees and contractors, except only for claims resulting from the sole negligence or willful misconduct of the Township, including without limitation, each of its commissions, departments, officers, agents, employees and contractors. FRANCHISEE specifically acknowledges and agrees that it has an immediate and independent obligation to defend the Township from any claim which actually or potentially falls within this indemnity provision, even if the allegations are or may be groundless, false or fraudulent, which obligation arises at the time such claim is tendered in writing to FRANCHISEE by the Township and continues at all times thereafter. FRANCHISEE agrees that the indemnification obligations assumed under this Agreement shall survive expiration or other termination of this Agreement.

5.4 No Liability for Damage, Death or Bodily Injury. Neither Township nor any of its commissions, departments, boards, officers, agents or employees shall be liable for any damage to the property of FRANCHISEE, its officers, agents, employees, contractors or subcontractors, or their employees, or for any bodily injury or death to such persons, resulting or arising from the DAS/Small Cell Networks or activities authorized by this Agreement, the condition of any Township property subject to this Agreement or FRANCHISEE's use of any Township property, except as otherwise provided herein.

5.5 Waiver of Claims regarding Fitness of Light Poles or Other Municipal properties or structures Located in Public Ways. FRANCHISEE acknowledges that the Township has made no warranties or representations regarding the fitness, availability or suitability of any of light poles or other Municipal properties or structures for the installation of the DAS/Small Cell Networks, or for any other activities permitted under this Agreement, and that, except as expressly provided herein, any performance of work or costs incurred by FRANCHISEE or provision of Services contemplated under this Agreement by FRANCHISEE is at FRANCHISEE's sole risk. FRANCHISEE on behalf of itself and its successors and assigns, waives its right to recover from, and forever releases and discharges, the Township and its agents, and their respective heirs, successors, administrators, personal representatives and assigns, from any and all Claims, whether direct or indirect, known or unknown, foreseen and unforeseen, that may arise on account of or in any way be connected with the physical or environmental condition of the light poles located on public ways, other Township property affected by this Agreement or any law or regulation applicable thereto.

5.6 Waiver of All Claims. FRANCHISEE acknowledges that this Agreement is terminable by the Township under certain limited circumstances as provided herein, and in view of such fact FRANCHISEE expressly assumes the risk of making any expenditures in connection with this Agreement, even if such expenditures are substantial, and FRANCHISEE expressly assumes the risk of selling its Services which may be affected by the termination of this Agreement. Without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action against, and covenants not to sue, Township, its departments, commissions, officers, boards, Commissioners and employees, and all persons acting by, through or under each of them, under any present or future Laws, including, but not limited to, any claim for inverse condemnation or the payment of just compensation under the law of eminent domain, or otherwise at equity, in the event that the Township exercises its right to terminate this Agreement, as specifically provided herein.

5.7 No Liability for Consequential or Incidental Damages. FRANCHISEE expressly acknowledges and agrees that the Township will not be liable for any consequential or incidental damages, including, but not limited to, lost profits and loss of good will, arising out of termination of this Agreement or disruption to the DAS/Small Cell Networks or FRANCHISEE's permitted activities hereunder. The Township would not be willing to enter into this Agreement in the absence of a waiver of liability for consequential or incidental damages due to the acts or omissions of Township or its agents, and FRANCHISEE expressly assumes the risk with respect thereto. Accordingly, without limiting any indemnification obligations of FRANCHISEE or other waivers contained in this Agreement and as a material part of the consideration for this Agreement, FRANCHISEE fully RELEASES, WAIVES AND DISCHARGES forever any and all claims, demands, rights, and causes of action for consequential and incidental damages (including without limitation, lost profits and loss of good will), and covenants not to sue for such damages, Township, Township, its departments, boards, commissions, officers, Commissioners and employees, and all persons acting by, through or under each of them, arising out of this Agreement or the work and activities authorized hereunder, including, without limitation, any interference with uses conducted by FRANCHISEE pursuant to this Agreement, regardless of the cause, and whether or not due to the negligence or gross negligence of Township or its agents.

5.8 No Interference. FRANCHISEE shall not unreasonably interfere in any manner with the existence and operation of any and all public and private facilities existing now or in the future, including but not limited to sanitary sewers, water mains, storm drains, gas mains, poles, aerial and underground electric and telephone wires, electroliers, cable television, telecommunications facilities, utility, and municipal property without the express grant of the owner or owners of the affected property or properties, except as permitted by applicable Laws or this Agreement. FRANCHISEE shall be responsible for repair and restoration of any damage caused by such interference, to the extent it is caused by FRANCHISEE, to facilities belonging to the Township. The Township agrees to require the inclusion of the same prohibition on interference as that stated above in all similar type agreements Township may enter into after the date hereof.

6.0 INSURANCE

6.1 Amounts and Coverages. FRANCHISEE and each of its subcontractors or others working on its behalf, will maintain in force, during the full term of this Agreement, insurance in the following amounts and coverages:

6.1.1 Workers' Compensation, with Employer's Liability limits of not less than One million dollars (\$1,000,000) each accident.

6.1.2 Commercial General Liability Insurance with limits not less than five million dollars (\$5,000,000) each occurrence Combined Single Limit for Bodily Injury and Property Damage, including Contractual Liability, Personal Injury, Owners and Contractors' Protective, Broadform Property Damage, Products Completed Operations.

6.1.3 Business Automobile Liability Insurance with limits not less than one million dollars (\$1,000,000) each occurrence Combined Single Limit for Bodily

Injury and Property Damage, including owned, non-owned and hired auto coverage, as applicable.

6.2 Required Provisions. General Liability and Automobile Liability Insurance shall be endorsed to provide for the following:

6.2.1 Name as additional insureds: the Township, its officers, agents and employees.

6.2.2 That such policies are primary insurance to any other insurance available to the additional insureds, with respect to any claims arising out of this Agreement, and that insurance applies separately to each insured against whom claim is made or suit is brought.

6.3 Advance Notice of Cancellation. All policies shall be endorsed to provide: thirty (30) days advance written notice to Township of cancellation or intended non-renewal, mailed to the following address:

Township Clerk
Charter Township of Meridian
5151 Marsh Rd., Okemos, MI
48864
Phone: 517.853.4324
Email: Clerk Brett Dreyfus dreyfus@meridian.mi.us

6.4 Claims-Made Policies. Should any of the required insurance be provided under a claims-made form, FRANCHISEE shall maintain such coverage continuously throughout the term of this Agreement and, without lapse, for a period of six (6) years beyond the Agreement expiration, to the effect that, should any occurrences during the Agreement term give rise to claims made after expiration of the Agreement, such claims shall be covered by such claims-made policies.

6.5 General Aggregate Limit. Should any of the required insurance be provided under a form of coverage that includes a general annual aggregate limit or provides that claims investigation or legal defense costs be included in such general annual aggregate limit, such general aggregate limit shall double the occurrence or claims limits specified above.

6.6 Receipt of Certificates of Insurance. Certificates of insurance, in the form and with insurers reasonably satisfactory to the Township, evidencing all coverages above shall be furnished to the Township before commencing any operations under this Agreement, with complete copies of policies promptly upon the Township's written request.

6.7 Effect of Approval of Insurance. Approval of the insurance by the Township shall not relieve or decrease the liability of FRANCHISEE hereunder.

6.8 Effect of Lapse of Insurance. This Agreement shall terminate immediately, after written notice to FRANCHISEE and an opportunity to cure of three (3) business days, upon any lapse of required insurance coverage.

7.0 **FRANCHISE FEE, RECORD and DEPOSITS**

In connection with the work to be performed and activities to be conducted by FRANCHISEE under this Agreement:

7.1 Right-of-Way Fees for Installation and operation of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses. Initial Entry Fee: In order to compensate the Township for FRANCHISEE's initial entry upon and deployment of DAS/Small Cell related Metro Act exempt facilities including antennas, supporting structures for antennas, poles equipment shelters or houses within the Public Rights-of-Way, FRANCHISEE shall pay to the Township one or more of the following : \$5,000 one time payment.

Monthly Fee Per ACD or Township owned pole, with ACD owned Antenna and related structures and equipment: As compensation for the use of any and all structures in the Township Rights of Way or public places including light poles or other structures and facilities owned, in whole or in part, whether held in fee or in trust or other form of proprietary interest, by the Township ("Township Facility"), or by ACD, as FRANCHISEE, shall pay to the Township a monthly fee (the "Monthly Fee") in the amount identified in the schedule set forth immediately below, per site for the use of each such facility or structure, whether Township owned or owned by ACD or any 3rd party, which location is located in the Township Right of Way or public place and upon which a DAS/Small Cell Network antenna, or any supporting structure thereof, has been installed pursuant to the other requirements of this Agreement. The aggregate Monthly Fee with respect to each year of the term shall be an amount equal to the number of sites on Township owned rights of way or other property locations or equipment or Facilities on which FRANCHISEE's equipment was currently existing during the preceding month, multiplied by the Monthly Fee, prorated as appropriate, and shall be due and payable within 30 days of the end of each quarter to Township by FRANCHISEE.

The parties to this agreement do not intend, and this agreement does not grant, the utilization of any jointly owned or third party owned properties in fulfillment of this agreement subject to collocation priority requirements as referenced in sections 3.1.1 and 4.8.

This agreement anticipates AND AUTHORIZES ONLY ONE ANTENNA PER POLE OR STRUCTURE AND that every antenna as well as related support structure, installed by ACD in Township Rights of Way or public places shall be subject to a Franchise fee as identified in this section. Subject to collocation priority requirements as referenced in Sections 3.1.1 and 4.8

Schedule of Monthly Fees per antenna or pole or both (Not more than one antenna/pole-See Section 4.8):

USE OF TOWNSHIP AND/OR ACD.NET OWNED OR 3rd PARTY OWNED OR INSTALLED POLES IN RIGHTS OF WAY OR PUBLIC PLACES

\$28.03 for ornamental poles in downtown districts

\$69.95 for poles in downtown districts, i.e. main intersection poles, in districts where there are buildings > 5 stories, or other large complexes, within a couple of hundred feet of the small cell

\$144.76 for poles outside wood utility pole districts i.e. Where there are concrete light poles, fiberglass poles, metal poles for carrying or lighting only (i.e. non-intersection, non-downtown poles)

Wood poles are expressly prohibited

(It is the intent of the parties that all antennas are to be placed on poles only, as described above.)

The parties to this agreement do not intend, and this agreement does not grant, the utilization of any Township owned public places, buildings or structures other than certain poles in the Township Rights of Way as specifically identified in Exh A.

7.2 Retention of Records. FRANCHISEE shall at all times keep and maintain full, true and correct business and financial records associated with this Agreement and provide such records on a quarterly basis in such form as to support the payments made under Sec 7.1 above.

7.3 Late Payment Charge. If FRANCHISEE fails to pay any amounts payable under this Agreement within ten (10) days following the due date thereof, and after written notice of such non-payment, such unpaid amount shall be subject to a late payment charge equal to eighteen (18%) of the unpaid amount in each instance. The late payment charge has been agreed upon by the Township and FRANCHISEE, after negotiation, as a reasonable estimate of the additional administrative costs and detriment that the Township will incur as a result of any such failure by FRANCHISEE, the actual costs thereof being extremely difficult if not impossible to determine.

7.4 Other Payments and Documentation. In addition to all other fees to be paid to the Township hereunder, FRANCHISEE shall timely pay to the Township all applicable deposit fees, permit fees, engineering fees and other fees or amounts, required to be paid by FRANCHISEE to the Township in connection with obtaining permits or performing work under this Agreement, and as required by any federal, state or local law, statute, ordinance, rule or regulation. FRANCHISEE therefore acknowledges and agrees that this Agreement alone is not sufficient in and of itself authorization from the Township for the installation and operation of the DAS/Small Cell Networks and that additional documentation may be required by the TownshipTownship.

7.5 Security Deposit/Bond. Prior to performing any work necessary under this Agreement, FRANCHISEE will deliver to the Township a valid performance bond in the sum of fifty thousand dollars (\$50,000.00), issued by a surety company acceptable to the TownshipTownship's Controller in the form attached hereto as Exhibit B. FRANCHISEE agrees and acknowledges that it will obtain a bond which allows for the use of the bond to cover all costs associated with the project not covered by any insurance policies including but not limited to: interest, charges by the Township to remove DAS/Small Cell Networks and unpaid permit and administrative fees. FRANCHISEE shall keep such bond, at its expense, in full force and effect (The bond can be renewed from year to year) until the

ninetieth 90th day after the Expiration Date or other termination hereof, to insure the faithful performance by FRANCHISEE of all of the covenants, terms and conditions of this Agreement. Such bond shall provide thirty (30) days prior written notice to the Township of cancellation or material change thereof. In the event of any non-extension of the bond, FRANCHISEE shall replace such security with another form permitted hereunder at least ten (10) days prior to expiration and if FRANCHISEE fails to do so the Township shall be entitled to present its written demand for payment of the entire face amount of such bond and to hold the funds so obtained as the Security Deposit required hereunder. Any unused portion of the funds so obtained by the Township shall be returned to FRANCHISEE upon replacement of the bond or deposit of cash security in the full amount required hereunder. Such bond submitted pursuant to the requirements of a related Metro Permit shall satisfy the bond requirements of this agreement.

8.0 WORK STANDARDS

8.1 Performance of Work. FRANCHISEE shall use and exercise due care, caution, skill and expertise in performing all work under this Agreement and shall take all reasonable steps to safeguard and maintain in clean and workmanlike manner, all work site areas, including, without limitation, the light poles located on Public Rights-of-Way and other existing facilities and property. All work to be undertaken by FRANCHISEE in the Public Rights-of-Ways shall at all times be performed by workers in accordance with generally accepted industry practice.

8.2 Work Plan. Prior to performing any work necessary under this Agreement, FRANCHISEE shall present a map and written proposal describing the work to be performed and the facilities, methods and materials (if any) to be installed ("Work Plan") to the Township for review and will not perform any work until it has received Township Authorization of the Work Plan. In addition, prior to conducting any work in the Public Rights-of-Way, FRANCHISEE shall provide to the Township a current emergency response plan identifying staff who have authority to resolve, twenty-four (24) hours a day, seven (7) days a week, problems or complaints resulting, directly or indirectly, from the DAS/Small Cell Network installed pursuant to this Agreement. As soon as is reasonably practical following installation of the DAS/Small Cell Network, FRANCHISEE shall deliver as-built drawings to Township Hall.

8.3 No Underground Work Without Written Authorization. FRANCHISEE hereby represents, warrants and covenants that FRANCHISEE shall perform no excavation, trenching, coring, boring, or digging into the ground or installation of any equipment or other material into the ground, or any other underground work in connection with the work to be performed or Services to be provided by FRANCHISEE under this Agreement, except to the extent expressly approved by the Township. FRANCHISEE further represents, warrants and covenants that it shall not otherwise disturb or disrupt the operation or maintenance of any sanitary sewers, storm drains, gas or water mains, or other underground conduits, cables, mains, or facilities.

8.4 Repair or Replacement of Damaged Facilities or Property. Upon written request, FRANCHISEE agrees to repair or replace to Township's reasonable satisfaction any Township-owned facilities or Township-owned property that the Township determines has been damaged, destroyed, defaced or otherwise injured as a result of the work performed

or Services provided by FRANCHISEE under this Agreement. FRANCHISEE shall perform such work at no expense to the TownshipTownship, except to the extent such damage, destruction, defacement, or injury was caused by the sole negligence or willful misconduct of TownshipTownship.

8.5 Modification of Work Plans. If during the term of this Agreement, the Township determines that the public health or safety requires a modification of or a departure from the Work Plan submitted by FRANCHISEE and granted, the Township shall have the authority to identify, specify and delineate the modification or departure required, and FRANCHISEE shall perform the work allowed under this Agreement in accordance with the Township-specified modification or departure at FRANCHISEE's sole expense. The Township shall provide FRANCHISEE with a written description of the required modification or departure, the public health or safety issue necessitating the modification or departure, and the time within which FRANCHISEE shall make, complete or maintain the modification or departure required.

9.0 TERMINATION

9.1 Immediate Termination upon Notice in Certain Circumstances. In addition to all other remedies provided by law or in equity, either party may terminate this Agreement immediately upon written notice to the other party in the event of either of the following:

9.1.1 By Township after written notice to FRANCHISEE and after opportunity to meet with representatives of the Township, if the Township reasonably determines that FRANCHISEE's continued use of the Public Rights-of-Way will adversely affect public health or safety;

9.1.2 By either party (the "Non-Defaulting Party") if the other party has failed to perform any of its material obligations under this Agreement; provided, however, that if the Defaulting Party's failure to perform under or comply with this Agreement is capable of being cured, and if a specific notice or cure period or time for performance of such obligation is not otherwise specified in this Agreement, then the Non-Defaulting Party shall provide the Defaulting Party with a notice of the Defaulting Party's failure to perform or comply and provide the Defaulting Party with thirty (30) days from the date of the notice to cure the failure to perform or comply to the Non-Defaulting Party's reasonable satisfaction; provided, further, that upon the occurrence during the term of this Agreement of two (2) defaults of the same obligation by either Party, the Non-Defaulting Party shall not be required to provide any notice regarding the Defaulting Party's failure to perform such obligation, and any subsequent failure by the Defaulting Party after the Defaulting Party has received two such notices shall constitute a default by the Defaulting Party hereunder without any requirement on the part of the Non-Defaulting Party to give the Defaulting Party notice of such failure or an opportunity to cure.

9.2 Effect of Termination. In the event of termination of this Agreement as herein provided, FRANCHISEE shall immediately cease all work being performed under this Agreement, excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks from the Public Rights-of-Way as provided in Section 3.4 above. Termination of this Agreement by the Townships as herein provided shall constitute the withdrawal of

any grant, consent or authorization of the Township for FRANCHISEE to perform any construction or other work under this Agreement in the Public Rights-of-way or on public property excepting only that work necessary for FRANCHISEE to remove all DAS/Small Cell Networks and leave all work site areas in a clean and safe condition and in accordance with Section 3. Upon any such early termination, the Township shall promptly remit to FRANCHISEE a prorated portion of the annual Franchise fee paid to the Township, if any.

10.0 NOTICES

Except as otherwise expressly provided in this Agreement, any notice given hereunder shall be effective only if in writing and given by delivering the notice in person, or by sending it first-class mail or certified mail with a return receipt requested, postage prepaid, or reliable commercial overnight courier, return receipt requested, with postage prepaid, to:

Charter Township of Meridian

Township Clerk
Clerk Brett Dreyfus
5151 Marsh Rd., Okemos, MI.
48864
Phone: 517.853.4324
Email: dreyfus@meridian.mi.us

With a copy to counsel:

Michael J. Watza
Kitch Drutchas
1 Woodward 24th Fl
Detroit, MI 48226
Phone: 313.965.7983 Fax: 313.965.7403
Email: mike.watza@kitch.com

FRANCHISEE

Kevin Schoen, CEO
KEPS Technologies, Inc. d/b/a ACD.net d/b/a ACD Telecom
1800 N Grand River Ave
Lansing MI 48906
Phone: 517-999-3250
Fax: 517-999-3993
Email: regulatory@acd.net

or to such other address as either TOWNSHIP or FRANCHISEE may designate as its new address for such purpose by notice given to the other in accordance with the provisions of this Section at least ten (10) days prior to the effective date of such change.

11.0 COMPLIANCE WITH LAWS

11.1 FRANCHISEE shall comply with all present and future Laws.

11.2 All facilities installed pursuant to this Agreement shall be constructed to comply with all lawful federal, state and local construction and applicable telecommunications requirements.

12.0 MISCELLANEOUS

12.1 Amendments. Neither this Agreement nor any term or provisions hereof may be changed, waived, discharged or terminated, except by a written instrument signed by the parties hereto.

12.2. Representations and Warranties. Each of the persons executing this Agreement on behalf of FRANCHISEE does hereby covenant, represent and warrant that, to the best of his or her knowledge, (a) FRANCHISEE is a duly authorized and existing Massachusetts corporation, has and is qualified to do business in the Commonwealth of Massachusetts, and has full right and authority to enter into this Agreement, (b) each and all of the persons signing on behalf of FRANCHISEE are authorized to do so, (c) all financial statements and reports previously provided to the Township by FRANCHISEE are true and complete in all material respects and accurately reflect the financial condition of FRANCHISEE as of the date such statements were provided to the Township, and FRANCHISEE's financial condition as of the date it executes this Agreement is not materially worse than that reflected in the most recent of such financial statements and reports, and (d) the DAS/Small Cell Networks installed pursuant to this Agreement shall comply with all applicable FCC standards regarding radio frequencies and electromagnetic field emissions. Upon the Township's written request, FRANCHISEE shall provide the Township with evidence reasonably satisfactory to the Township confirming the foregoing representations and warranties.

Franchisee further warrants all the work performed by it or its subcontractors or anyone acting on behalf of Franchisee, against workmanship and product defects and any and all related costs, fees and damages to appurtenant or otherwise affected Township facilities and property.

12.3 Interpretation of Agreement. This Agreement has been negotiated at arm's length and between persons sophisticated and knowledgeable in the matters dealt with herein and shall be interpreted to achieve the intents and purposes of the parties, without any presumption against the party responsible for drafting any part of this Agreement. Use of the word "including" or similar words shall not be construed to limit any general term, statement or other matter in this Agreement, whether or not language of non-limitation, such as "without limitation" or similar words, are used.

12.4 Assignment; Successors and Assigns. Neither this Agreement nor any part of FRANCHISEE's rights hereto may be assigned, pledged or hypothecated, in whole or in part, without the express written consent of the Township, which consent shall not be unreasonably withheld, conditioned, or delayed. Notwithstanding the foregoing, the transfer of the rights and obligations of FRANCHISEE hereunder to a parent, subsidiary, successor, or financially viable affiliate shall not be deemed an assignment for the purposes of this Agreement, provided that FRANCHISEE deliver to the Township the following: (1) Bond issued in the name of transferee; (2) Assignment and Assumption Agreement between Township and transferee; (3) Certificate of Insurance naming transferee as insured. In the event FRANCHISEE files a petition in bankruptcy pursuant to 11 U.S.C.

Sections 101, et seq., the assignment of this Agreement shall be governed by the provisions of the Bankruptcy Code with a presumption that such filing in bankruptcy constitutes a breach of this agreement. An assignment of this Agreement is only enforceable against the Township if FRANCHISEE or its trustee in bankruptcy complies with the provisions of 11 U.S.C. Section 365, including obtaining the authorization from the Bankruptcy Court. Township hereby expressly reserves all of its defenses to any proposed assignment of this Agreement. Any person or entity to which the Bankruptcy Court authorizes the assignment of this Agreement shall be deemed without further act to have assumed all of the obligations of FRANCHISEE arising under this AGREEMENT on and after the date of such assignment. Any such assignee shall upon demand execute and deliver to Township an instrument confirming such assumption. Any monies or other considerations payable or otherwise to be delivered in connection with such assignment shall be paid to Township, shall be the exclusive property of Township, and shall not constitute property of FRANCHISEE or of the estate of FRANCHISEE within the meaning of the Bankruptcy Code

12.5 Severability. If any provision of this Agreement or the application thereof to any person, entity or circumstance shall, to any extent, be invalid or unenforceable, the remainder of this Agreement, or the application of such provision to persons, entities or circumstances other than those as to which it is invalid or unenforceable, shall not be affected thereby, and each other provision of this Agreement shall be valid and be enforceable to the fullest extent permitted by Law.

12.6 Governing Law. This Agreement shall be construed and enforced in accordance with the Laws of the State of Michigan.

12.7 Entire Agreement. This instrument (including the exhibits hereto, which are made a part of this Agreement) contains the entire agreement between the parties and supersedes all prior written or oral negotiations, discussions, understandings and agreements. The parties further intend that this Agreement shall constitute the complete and exclusive statement of its terms and that no extrinsic evidence whatsoever (including prior drafts of this Agreement and any changes therefrom) may be introduced in any judicial, administrative or other legal proceeding involving this Agreement.

12.8 Time of Essence. Time is of the essence with respect to all provisions of this Agreement in which a definite time for performance is specified.

12.9 Cumulative Remedies. All rights and remedies of either party hereto set forth in this Agreement shall be cumulative, except as may otherwise be provided herein.

12.10 Relationship of Parties. The Township is not, and none of the provisions in this Agreement shall be deemed to render the Township, a partner in FRANCHISEE's business, or joint venturer or member in any joint enterprise with FRANCHISEE. Neither party shall act as the agent of the other party in any respect hereunder, and neither party shall have any authority to commit or bind the other party without such party's prior written consent as provided herein. This Agreement is not intended nor shall it be construed to create any third party beneficiary rights in any third party, unless otherwise expressly provided.

12.11 Non-Discrimination. FRANCHISEE agrees and shall require all agents conducting business in Michigan on its behalf to agree not to discriminate on the basis of race, sex, religious creed, national origin, sexual preference, color, disability or age in connection with this agreement.

12.12 Most Favored Jurisdiction. Should FRANCHISEE, after the date that FRANCHISEE receives all permits and Authorizations necessary to install and operate the network as contemplated in this Agreement, enter into a DAS/Small Cell FRANCHISE Agreement with another government body, school, or municipality within the State of Michigan which contains financial benefits for such government body, school, or municipality which, taken as a whole and balanced with the other terms of such agreement, are in the Township's reasonable opinion substantially superior to those in this Agreement, Township shall have the right to require that FRANCHISEE modify this Agreement to incorporate the same or substantially similar superior benefits and such other terms and burdens by substitution, *mutatis mutandis*, of such other agreement or otherwise. Any increase in financial benefits in a similar agreement shall be paid to the Township retroactive to the date FRANCHISEE entered into such superior agreement with another entity.

FRANCHISEE
KEPS TECHNOLOGIES, INC. d/b/a ACD.net
a Michigan Public Corporation,

By: _____
Title: _____
Dated: _____

CHARTER TOWNSHIP OF MERIDIAN

By: _____
Title: _____
Dated: _____

EXHIBITS

Exhibit A DAS/Small Cell Network Plans and Specs
Exhibit B Bond

METRO Act
Unilateral Form
Revised 12/06/02

RIGHT-OF-WAY

TELECOMMUNICATIONS PERMIT FOR DAS/SMALL CELL SYSTEM LINES ONLY
(Revised by CHARTER TOWNSHIP of _____ on _____, _____)

This permit issued this ____ day of _____, _____ by the CHARTER TOWNSHIP of _____.

1 Definitions

- 1.1 Date of Issuance shall mean the date set forth above.
- 1.2 Manager shall mean Municipality's Manager or his or her designee.
- 1.3 METRO Act shall mean the Metropolitan Extension Telecommunications Right-of Way oversight Act, Act No. 48 of the Public Acts of 2002, as amended.
- 1.4 Municipality shall mean the Township of _____, a Michigan municipal corporation.
- 1.5 Permit shall mean this document.
- 1.6 Permittee shall _____ mean _____ organized under the laws of the State of Michigan, whose address is 1800 N. Grand River Avenue Lansing MI 48906.
- 1.7 Public Right-of-Way shall mean the area on, below, or above a public roadway, highway, street, alley, easement, or waterway, to the extent Municipality has the ability to grant the rights set forth herein. Public Right-of-Way does not include a federal, state, or private right-of-way.
- 1.8 Telecommunications Facilities or Facilities shall mean the Permittee's equipment or personal property, such as copper and fiber cables, lines, wires, switches, conduits, pipes, and sheaths, which are used to or can generate, receive, transmit, carry, amplify or provide telecommunication services or signals. **Telecommunication Facilities or Facilities do not include antennas, supporting structures for antennas, equipment shelters, poles or houses, and any ancillary equipment and miscellaneous hardware used to provide federally licensed commercial mobile service as defined in Section 332(d) of Part I of Title III of the Communications Act of 1934, Chapter 652, 48 Stat. 1064, 47 U.S.C. 332 and further defined as commercial mobile radio service in 47 CFR 20.3, and service provided by any wireless, two-way communications device.**

1.9 Term shall have the meaning set forth in Part 7.

2 Grant

2.1 Municipality hereby issues a permit under the METRO Act to Permittee for access to and ongoing use of the Public Right-of-Way identified on Exhibit A, **(Not including Antennas, supporting structures for antennas, equipment shelters, poles or houses)** to construct, install and maintain Telecommunication Facilities on the terms set forth herein.

2.1.1 Exhibit

2.1.2 A may be modified by Manager upon written request by Permittee.

Exhibit A is modified to exclude Antennas, supporting structures for antennas, equipment shelters, poles or houses.

2.1.3 Any decision of Manager on a request by Permittee for a modification may be appealed by Permittee to Municipality's legislative body.

2.1.4 **Any and all Permits, Approvals, Franchises, Leases or Licenses for Antennas, supporting structures for antennas, equipment shelters, poles or houses shall be applied for in a separate franchise application requesting same.**

2.2 Overlashing. Permittee shall not allow the wires or any other facilities of a third party to be overlashed to the Telecommunication Facilities without Municipality's prior written consent. Municipality's right to withhold written consent is subject to the authority of the Michigan Public Service Commission under Section 361 of the Michigan Telecommunications Act, MCL § 484.2361.

2.3 Nonexclusive. The rights granted by this Permit are nonexclusive. Municipality reserves the right to approve, **modify or deny**, at any time, additional permits for access to and ongoing usage of the Public Right-of-Way by telecommunications providers and to enter into agreements for use of the Public Right-of-Way with and grant franchises for use of the Public Right-of-Way to telecommunications providers, cable companies, utilities and other providers.

3 Contacts, Maps and Plans

3.1 Permittee Contacts. The names, addresses and the like for engineering and construction related information for Permittee and its Telecommunication Facilities are as follows:

3.1.1 The address, e-mail address, phone number and contact person (title or name) at Permittee's local office (in or near Municipality) is

3.1.2 If Permittee's engineering drawings, as-built plans and related records for the Telecommunication Facilities will not be located at the preceding local office, the location address, phone number and contact person (title or department) for them is

3.1.3 The name, title, address, e-mail address and telephone numbers of Permittee's engineering contact person(s) with responsibility for the design, plans and construction of the Telecommunication Facilities is:

3.1.4 The address, phone number and contact person (title or department) at Permittee's home office/regional office with responsibility for engineering and construction related aspects of the Telecommunication Facilities is

3.1.5 Permittee shall at all times provide Manager with the phone number at which a live representative of Permittee (not voice mail) can be reached 24 hours a day, seven (7) days a week, in the event of a public emergency.

3.1.6 Permittee shall immediately notify Municipality in writing as set forth in Part 12 of any inaccuracies or changes in the preceding information.

3.2 Route Maps. Within ninety (90) days after the substantial completion of new Facilities in a Municipality, a provider shall submit route maps showing the location of the Telecommunication Facilities to both the Michigan Public Service Commission and to the Municipality, as required under Section 6(7) of the METRO Act, MCLA 484.3106(7).

3.3 As-Built Records. Permittee, without expense to Municipality, shall, upon forty-eight (48) hours notice, give Municipality access to all "as-built" maps, records,

plans and specifications showing the Telecommunication Facilities or portions thereof in the Public Right-of-Way. Upon request by Municipality, Permittee shall inform Municipality as soon as reasonably possible of any changes from previously supplied maps, records, or plans and shall mark up maps provided by Municipality so as to show the location of the Telecommunication Facilities.

4 Use of Public Right-of-Way

- 4.1 No Burden on Public Right-of-Way. Permittee, its contractors, subcontractors, and the Telecommunication Facilities shall not unduly burden or interfere with the present or future use of any of the Public Right-of-Way. Permittee's aerial cables and wires shall be suspended so as to not endanger or injure persons or property in or about the Public Right-of-Way. If Municipality reasonably determines that any portion of the Telecommunication Facilities constitutes an undue burden or interference, due to changed circumstances, Permittee, at its sole expense, shall modify the Telecommunication Facilities or take such other actions as Municipality may determine is in the public interest to remove or alleviate the burden, and Permittee shall do so within a reasonable time period. Municipality will attempt to require all occupants of a pole or conduit whose facilities are a burden to remove or alleviate the burden concurrently.
- 4.2 No Priority. This Permit does not establish any priority of use of the Public Right-of-Way by Permittee over any present or future permittees or parties having agreements with Municipality or franchises for such use. In the event of any dispute as to the priority of use of the Public Right-of-Way, the first priority shall be to the public generally, the second priority to Municipality, the third priority to the State of Michigan and its political subdivisions in the performance of their various functions, and thereafter as between other permit, agreement or franchise holders, as determined by Municipality in the exercise of its powers, including the police power and other powers reserved to and conferred on it by the State of Michigan.
- 4.3 Restoration of Property. Permittee, its contractors and subcontractors shall immediately (subject to seasonal work restrictions) restore, at Permittee's sole expense, in a manner approved by Municipality, any portion of the Public Right-of-Way that is in any way disturbed, damaged, or injured by the construction, installation, operation, maintenance or removal of the Telecommunication Facilities to a reasonably equivalent (or, at Permittee's option, better) condition as that which existed prior to the disturbance. In the event that Permittee, its contractors or subcontractors fail to make such repair within a reasonable time, Municipality may make the repair and Permittee shall pay the costs Municipality incurred for such repair. **Municipality is authorized to assess and collect all such costs against the bond or letter of credit posted by permittee pursuant to paragraph 8 of this permit.**

- 4.4 Marking. Permittee shall mark the Telecommunication Facilities as follows: Aerial portions of the Telecommunication Facilities shall be marked with a marker on Permittee's lines on alternate poles which shall state Permittee's name and provide a toll-free number to call for assistance. Direct buried underground portions of the Telecommunication Facilities shall have (1) a conducting wire placed in the ground at least several inches above Permittee's cable (if such cable is nonconductive); (2) at least several inches above that, a continuous colored tape with a statement to the effect that there is buried cable beneath; and (3) stakes or other appropriate above ground markers with Permittee's name and a toll-free number indicating that there is buried telephone cable below. Bored underground portions of the Telecommunication Facilities shall have a conducting wire at the same depth as the cable and shall not be required to provide the continuous colored tape. Portions of the Telecommunication Facilities located in conduit, including conduit of others used by Permittee, shall be marked at its entrance into and exit from each manhole and handhole with Permittee's name and a toll-free telephone number.
- 4.5 Tree Trimming. Permittee may trim trees upon and overhanging the Public Right-of-Way so as to prevent the branches of such trees from coming into contact with the Telecommunication Facilities, consistent with any standards adopted by Municipality. Permittee shall dispose of all trimmed materials. Permittee shall minimize the trimming of trees to that essential to maintain the integrity of the Telecommunication Facilities. Except in emergencies, all trimming of trees in the Public Right-of-Way shall have the advance approval of Manager.
- 4.6 Installation and Maintenance. The construction and installation of the Telecommunication Facilities shall be performed pursuant to plans approved by Municipality. The open cut of any Public Right-of-Way shall be coordinated with the Manager or his designee. Permittee shall install and maintain the Telecommunication Facilities in a reasonably safe condition. If the existing poles in the Public Right-of-Way are overburdened or unavailable for Permittee's use, or the facilities of all users of the poles are required to go underground then Permittee shall, at its expense, place such portion of its Telecommunication Facilities underground, unless Municipality approves an alternate location. Permittee may perform maintenance on the Telecommunication Facilities without prior approval of Municipality, provided that Permittee shall obtain any and all permits required by Municipality in the event that any maintenance will disturb or block vehicular traffic or are otherwise required by Municipality.
- 4.7 Pavement Cut Coordination. Permittee shall coordinate its construction and all other work in the Public Right-of-Way with Municipality's program for street construction and rebuilding (collectively "Street Construction") and its program

for street repaving and resurfacing (except seal coating and patching) (collectively, "Street Resurfacing").

4.7.1 The goals of such coordination shall be to encourage Permittee to conduct all work in the Public Right-of-Way in conjunction with or immediately prior to any Street Construction or Street Resurfacing planned by Municipality.

4.8 Compliance with Laws. Permittee shall comply with all laws, statutes, ordinances, rules and regulations regarding the construction, installation, and maintenance of its Telecommunication Facilities, whether federal, state or local, now in force or which hereafter may be promulgated. Before any installation is commenced, Permittee shall secure all necessary permits, licenses and approvals from Municipality or other governmental entity as may be required by law, including, without limitation, all utility line permits and highway permits. Permittee shall comply in all respects with applicable codes and industry standards, including but not limited to the National Electrical Safety Code (latest edition adopted by Michigan Public Service Commission) and the National Electric Code (latest edition). Permittee shall comply with all zoning and land use ordinances and historic preservation ordinances as may exist or may hereafter be amended.

4.9 Street Vacation If Municipality vacates or consents to the vacation of Public Right-of-Way within its jurisdiction, and such vacation necessitates the removal and relocation of Permittee's Facilities in the vacated Public Right-of-Way, Permittee shall, as a condition of this Permit, consent to the vacation and removal of its Facilities at its sole cost and expense when ordered to do so by Municipality or a court of competent jurisdiction. Permittee shall relocate its Facilities to such alternate route as Municipality, applying reasonable engineering standards, shall specify.

4.10 Relocation. If Municipality requests Permittee to relocate, protect, support, disconnect, or remove its Facilities because of street or utility work, or other public projects, Permittee shall relocate, protect, support, disconnect, or remove its Facilities, at its sole cost and expense, including where necessary to such alternate route as Municipality, applying reasonable engineering standards, shall specify. The work shall be completed within a reasonable time period.

4.11 Public Emergency. Municipality shall have the right to sever, disrupt, dig-up or otherwise destroy Facilities of Permittee if such action is necessary because of a public emergency. If reasonable to do so under the circumstances, Municipality will attempt to provide notice to Permittee. Public emergency shall be any condition which poses an immediate threat to life, health, or property caused by any natural or man-made disaster, including, but not limited to, storms, floods,

fire, accidents, explosions, water main breaks, hazardous material spills, etc. Permittee shall be responsible for repair at its sole cost and expense of any of its Facilities damaged pursuant to any such action taken by Municipality.

4.12 Miss Dig. If eligible to join, Permittee shall subscribe to and be a member of "MISS DIG," the association of utilities formed pursuant to **Act 174 of 2013; MCL 460.721 et seq.**, and shall conduct its business in conformance with the statutory provisions and regulations promulgated thereunder.

4.13 Underground Relocation. If Permittee has its Facilities on poles of Consumers Energy, Detroit Edison or another electric or telecommunications provider and Consumers Energy, Detroit Edison or such other electric or telecommunications provider relocates its system underground, then Permittee shall relocate its Facilities underground in the same location at Permittee's sole cost and expense.

4.14 Identification. All personnel of Permittee and its contractors or subcontractors who have as part of their normal duties contact with the general public shall wear on their clothing a clearly visible identification card bearing Permittee's name, their name and photograph. Permittee shall account for all identification cards at all times. Every service vehicle of Permittee and its contractors or subcontractors shall be clearly identified as such to the public, such as by a magnetic sign with Permittee's name and telephone number.

5 Indemnification

5.1 Indemnity. Permittee shall defend, indemnify, protect, and hold harmless Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions from any and all claims, losses, liabilities, causes of action, demands, judgments, decrees, proceedings, and expenses of any nature (collectively "claim" for this Part 5) (including, without limitation, attorneys' fees) arising out of or resulting from the acts or omissions of Permittee, its officers, agents, employees, contractors, successors, or assigns, but only to the extent such acts or omissions are related to the Permittee's use of or installation of facilities in the Public Right-of-Way and only to the extent of the fault or responsibility of Permittee, its officers, agents, employees, contractors, successors and assigns.

5.2 Notice, Cooperation. Municipality will notify Permittee promptly in writing of any such claim and the method and means proposed by Municipality for defending or satisfying such claim. Municipality will cooperate with Permittee in every reasonable way to facilitate the defense of any such claim. Municipality will consult with Permittee respecting the defense and satisfaction of such claim, including the selection and direction of legal counsel.

- 5.3 Settlement. Municipality will not settle any claim subject to indemnification under this Part 5 without the advance written consent of Permittee, which consent shall not be unreasonably withheld. Permittee shall have the right to defend or settle, at its own expense, any claim against Municipality for which Permittee is responsible hereunder.

6 Insurance

- 6.1 Coverage Required. Prior to beginning any construction in or installation of the Telecommunication Facilities in the Public Right-of-Way, Permittee shall obtain insurance as set forth below and file certificates evidencing same with Municipality. Such insurance shall be maintained in full force and effect until the end of the Term. In the alternative, Permittee may satisfy this requirement through a program of self-insurance, acceptable to Municipality, by providing reasonable evidence of its financial resources to Municipality. Municipality's acceptance of such self-insurance shall not be unreasonably withheld.
- 6.1.1 Commercial general liability insurance, including Completed Operations Liability, Independent Contractors Liability, Contractual Liability coverage, railroad protective coverage and coverage for property damage from perils of explosion, collapse or damage to underground utilities, commonly known as XCU coverage, in an amount not less than Five Million Dollars (\$5,000,000).
- 6.1.2 Liability insurance for sudden and accidental environmental contamination with minimum limits of Five Hundred Thousand Dollars (\$500,000) and providing coverage for claims discovered within three (3) years after the term of the policy.
- 6.1.3 Automobile liability insurance in an amount not less than One Million Dollars (\$1,000,000).
- 6.1.4 Workers' compensation and employer's liability insurance with statutory limits, and any applicable Federal insurance of a similar nature.
- 6.1.5 The coverage amounts set forth above may be met by a combination of underlying (primary) and umbrella policies so long as in combination the limits equal or exceed those stated. If more than one insurance policy is purchased to provide the coverage amounts set forth above, then all policies providing coverage limits excess to the primary policy shall provide drop down coverage to the first dollar of coverage and other contractual obligations of the primary policy, should the primary policy carrier not be able to perform any of its contractual obligations or not be collectible for any of its coverages for any reason during the Term, or

(when longer) for as long as coverage could have been available pursuant to the terms and conditions of the primary policy.

- 6.2 Additional Insured. Municipality shall be named as an additional insured on all policies (other than worker's compensation and employer's liability). All insurance policies shall provide that they shall not be canceled, modified or not renewed unless the insurance carrier provides thirty (30) days prior written notice to Municipality. Permittee shall annually provide Municipality with a certificate of insurance evidencing such coverage. All insurance policies (other than environmental contamination, workers' compensation and employer's liability insurance) shall be written on an occurrence basis and not on a claims made basis.
- 6.3 Qualified Insurers. All insurance shall be issued by insurance carriers licensed to do business by the State of Michigan or by surplus line carriers on the Michigan Insurance Commission approved list of companies qualified to do business in Michigan. All insurance and surplus line carriers shall be rated A+ or better by A.M. Best Company.
- 6.4 Deductibles. If the insurance policies required by this Part 6 are written with retainages or deductibles in excess of \$50,000, they shall be approved by Manager in advance in writing. Permittee shall indemnify and save harmless Municipality from and against the payment of any deductible and from the payment of any premium on any insurance policy required to be furnished hereunder.
- 6.5 Contractors. Permittee's contractors and subcontractors working in the Public Right-of-Way shall carry in full force and effect commercial general liability, environmental contamination liability, automobile liability and workers' compensation and employer liability insurance which complies with all terms of this Part 6. In the alternative, Permittee, at its expense, may provide such coverages for any or all its contractors or subcontractors (such as by adding them to Permittee's policies).
- 6.6 Insurance Primary. Permittee's insurance coverage shall be primary insurance with respect to Municipality, its officers, agents, employees, elected and appointed officials, departments, boards, and commissions (collectively "them"). Any insurance or self-insurance maintained by any of them shall be in excess of Permittee's insurance and shall not contribute to it (where "insurance or self-insurance maintained by any of them" includes any contract or agreement providing any type of indemnification or defense obligation provided to, or for the benefit of them, from any source, and includes any self-insurance program or policy, or self-insured retention or deductible by, for or on behalf of them).

7.1 Term. The term (“Term”) of this Permit shall be until the earlier of:

7.1.1 five years from the Date of Issuance; or

7.1.2 When the Telecommunication Facilities has not been used to provide telecommunications services for a period of one hundred and eighty (180) days by Permittee or a successor or an assignee of Permittee; or

7.1.3 When Permittee, at its election and with or without cause, delivers written notice of termination to Municipality at least one-hundred and eighty (180) days prior to the date of such termination; or

7.1.4 Upon either Permittee or Municipality giving written notice to the other of the occurrence or existence of a default by the other party under Sections 4.8, 6, 8 or 9 of this Permit and such defaulting party failing to cure, or commence good faith efforts to cure, such default within sixty (60) days (or such shorter period of time provided elsewhere in this Permit) after delivery of such notice; or

7.1.5 Unless Manager grants a written extension, one year from the Date of Issuance if prior thereto Permittee has not started the construction and installation of the Telecommunication Facilities within the Public Right-of-Way and two years from the Date of Issuance if by such time construction and installation of the Telecommunication Facilities is not complete.

8 Performance/Removal Bond or Letter of Credit

8.1 Municipal Requirement. Municipality requires Permittee to post a **\$50,000** bond (or letter of credit) as provided in Section 15(3) of the METRO Act, as amended [MCL § 484.3115(3)], **“to ensure that the public right of way is returned to its original condition during and if necessary, after the provider’s access and use”**. The bond may be renewed or replaced from year to year.

9 Fees

9.1 Establishment; Reservation. The METRO Act shall control the establishment of right-of-way fees at a **one-time \$500**. The parties reserve their respective rights regarding the nature and amount of any fees which may be charged by Municipality in connection with the Public Right-of-Way.

10 Removal

- 10.1 Removal; Underground. As soon as practicable after the Term, Permittee or its successors and assigns shall remove any underground cable or other portions of the Telecommunication Facilities from the Public Right-of-Way which has been installed in such a manner that it can be removed without trenching or other opening of the Public Right-of-Way. Permittee shall not remove any underground cable or other portions of the Telecommunication Facilities which requires trenching or other opening of the Public Right-of-Way except with the prior written approval of Manager. All removals shall be at Permittee's sole cost and expense.
- 10.1.1 For purposes of this Part 10, "cable" means any wire, coaxial cable, fiber optic cable, feed wire or pull wire.
- 10.1.2 Removal; Above Ground. As soon as practicable after the Term, Permittee, or its successor or assigns at its sole cost and expense, shall, unless waived in writing by Manager, remove from the Public Right-of-Way all above ground elements of its Telecommunication Facilities, including but not limited to poles, pedestal mounted terminal boxes, **any and all DAS or small cell facilities and antennas, supporting structures for antennas, equipment shelters, poles or houses** and lines attached to or suspended from poles.
- 10.2 Schedule. The schedule and timing of removal shall be subject to approval by Manager. Unless extended by Manager, removal shall be completed not later than twelve (12) months following the Term. Portions of the Telecommunication Facilities in the Public Right-of-Way which are not removed within such time period shall be deemed abandoned and, at the option of Municipality exercised by written notice to Permittee as set forth in Part 12, title to the portions described in such notice shall vest in Municipality.
- 11 Assignment. Permittee may assign or transfer its rights under this Permit, or the persons or entities controlling Permittee may change, in whole or in part, voluntarily, involuntarily, or by operation of law, including by merger or consolidation, change in the ownership or control of Permittee's business, or by other means, subject to the following:
- 11.1 No such transfer or assignment or change in the control of Permittee shall be effective under this Permit, without Municipality's prior approval (not to be unreasonably withheld), during the time period from the Date of Issuance until the completion of the construction of the Telecommunication Facilities in those portions of the Public Right-of-Way identified on Exhibit A.
- 11.2 After the completion of such construction, Permittee must provide notice to Municipality of such transfer, assignment or change in control no later than thirty

(30) days after such occurrence; provided, however,

11.2.1 Any transferee or assignee of this Permit shall be qualified to perform under its terms and conditions and comply with applicable law; shall be subject to the obligations of this Permit, including responsibility for any defaults which occurred prior to the transfer or assignment; shall supply Municipality with the information required under Section 3.1; and shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary, and

11.2.2 In the event of a change in control, it shall not be to an entity lacking the qualifications to assure Permittee's ability to perform under the terms and conditions of this Permit and comply with applicable law; and Permittee shall comply with any updated insurance and performance bond requirements under Sections 6 and 8 respectively, which Municipality reasonably deems necessary.

11.3 Permittee may grant a security interest in this Permit, its rights thereunder or the Telecommunication Facilities at any time without notifying Municipality.

12 Notices

12.1 Notices. All notices under this Permit shall be given as follows:

If to Municipality, to Meridian Township Clerk Brett Dreyfus
CHARTER TOWNSHIP OF MERIDIAN
Address: 5151 Marsh Rd., Okemos, MI. 48864

12.1.1 If _____ to _____ Permittee, _____ to _____

12.2 Change of Address. Permittee and Municipality may change its address or personnel for the receipt of notices at any time by giving notice thereof to the other as set forth above.

13 Other items

13.1 **No Cable, OVS.** This Permit does not authorize Permittee to provide commercial cable type services to the public, such as "cable service" or the services of an "open video system operator" or "video service" as defined in 2006 PA 480; MCL 484.3301 et seq., (as such terms are defined in the Federal Communications Act of 1934 and implementing regulations, currently 47 U.S.C. §§ 522 (6), 573

and 47 CFR § 76.1500).

- 13.2 Effectiveness. This Permit shall become effective when Permittee has provided any insurance certificates and bonds required in Parts 6 and 8, and signed the acknowledgement of receipt, below.
- 13.3 Authority. This Permit satisfies the requirement for a permit under Section 5 of the METRO Act [MCL 484.3105].
- 13.4 Interpretation and Severability. The provisions of this Permit shall be liberally construed to protect and preserve the peace, health, safety and welfare of the public, and should any provision or section of this Permit be held unconstitutional, invalid, overbroad or otherwise unenforceable, such determination/holding shall not be construed as affecting the validity of any of the remaining conditions of this Permit. If any provision in this Permit is found to be partially overbroad, unenforceable, or invalid, Permittee and Municipality may nevertheless enforce such provision to the extent permitted under applicable law.
- 13.5 Governing Law. This Permit shall be governed by the laws of the State of Michigan.
- 13.6 **DAS**: This Permit is not an approval of the installation of any antennas, supporting structures for antennas, equipment shelters, poles or houses small cell antenna systems or distributed antenna systems (DAS). The Township references paragraph 1.8 of this State approved Permit Form as well as MCL 484.3102(j) which clearly state that such “antenna” are specifically excluded by the Metro Act, and thus not properly subject to this Metro Act Permit. The Township rejects Metro Act Determination #1 as unsupported by and in direct conflict with the clear language of the Metro Act, at MCL 484.3102(j), paragraph 1.8 of the State approved Unilateral Metro Act Permit form and in violation of the Township’s zoning and other regulatory authority and proprietary interests with respect to such antennas and supporting structures as ordered in FCC 14-153 (October 17, 2104). By granting this permit, the Township makes no representations about any subsequent agreement concerning the nature or placement of any antennas, supporting structures for antennas, equipment shelters, poles or houses or small cell antenna systems or distributed antenna systems (DAS) or that such an agreement will be reached.

Township of _____

By: _____

Its: _____
Date: _____

Acknowledgement of Receipt: Permittee acknowledges receipt of this Permit granted by Municipality.

[Permittee Name]

By: _____
Its: _____
Date: _____

Exhibit A

Public Right-of-Way to be Used by Telecommunication Facilities

Exhibit B

Bond



To: Board Members

From:

LuAnn Maisner, Director of Parks and Recreation

Jane Greenway, Senior Parks and Land Management Coordinator

Date: May 17, 2017

Re: Land Preservation Boundary Adjustment
The Edward Felton Tank Revocable Trust, 2.51 acres
(Near Carlton and Lake Drive); Parcel #33-02-02-11-177-008

The Meridian Township Board passed a motion at their regular June 7, 2016 meeting to approve acceptance of the Edward Felton Tank Revocable Trust into the Land Preservation Program.

We recently learned that an adjacent property (#1351 Hickory) has a garage that is encroaching on the "Tank" land preserve and that a boundary correction is needed.

The issue was brought to our attention by interested buyers of #1351 Hickory (a tax-foreclosed property). The buyers are interested in renovating the home and using it as their retirement home near the lake.

We have ordered a boundary survey and legal description of the "Tank" preserve and also of the area included in the boundary correction. The buyers of #1351 Hickory have agreed to pay the \$2,200 expense of the survey work.

A boundary adjustment such as this requires approval from the Land Preservation Advisory Board and the Meridian Township Board. The Land Preservation Advisory Board passed a motion to recommend the approval of the request at their May 10, 2017 meeting. The issue is now in front of the Township Board for final consideration.

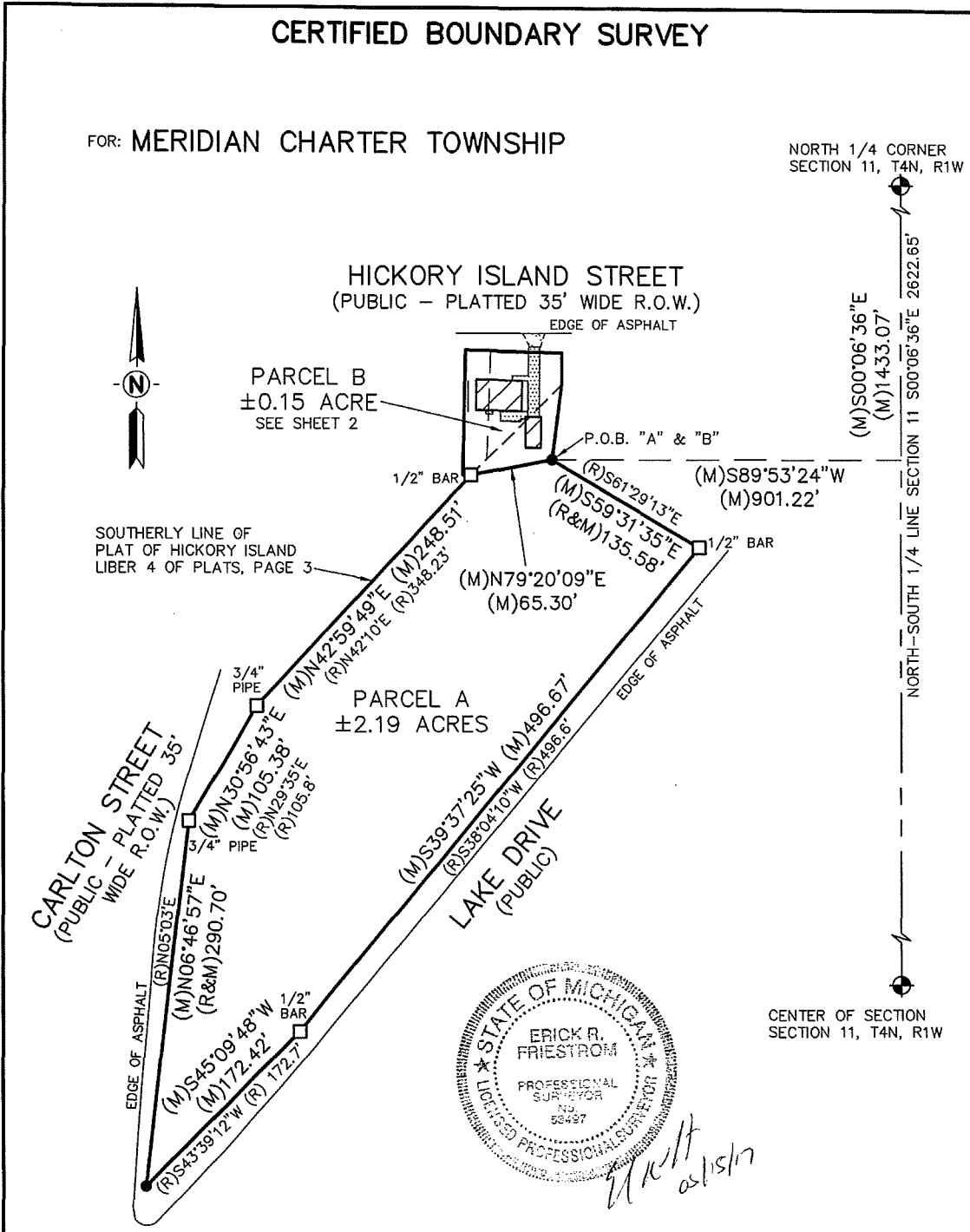
The following motion is proposed:

MOVE THAT THE MERIDIAN TOWNSHIP BOARD APPROVE A BOUNDARY ADJUSTMENT ON THE EDWARD FELTON TANK REVOCABLE TRUST, 2.23 ACRES, PARCEL #33-02-02-11-177-008. THE BOUNDARY ADJUSTMENT WILL RESULT IN A REDUCTION OF 0.04 ACRES OF LAND PRESERVATION PROPERTY AND THE NEW ACREAGE OF THE EDWARD FELTON TANK REVOCABLE TRUST PROPERTY WILL BE 2.19 ACRES.

CERTIFIED BOUNDARY SURVEY

FOR: MERIDIAN CHARTER TOWNSHIP

NORTH 1/4 CORNER
SECTION 11, T4N, R1W



NOTES:
1. EASEMENTS, IF ANY, NOT SHOWN
SCALE 1" = 100'

LEGEND

- = Set 1/2" Bar with Cap
- = Found Iron as Noted
- = Survey Boundary Line
- = Distance Not to Scale
- ✕ = Fence
- 0.0'± = Denotes Distance to the Survey Line
- ⋯ = Deck, Porch, Sidewalk, & Patio Areas

All Dimensions are in Feet and Decimals Thereof.

All Improvements Not Shown.

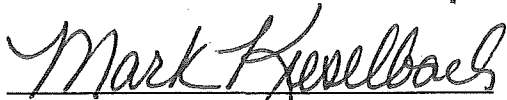


	KEBS, INC. KYES ENGINEERING BRYAN LAND SURVEYS	
	2116 HASLETT ROAD, HASLETT, MI 48840 PH. 517-339-1014 FAX. 517-339-8047 13432 PRESTON DRIVE, MARSHALL, MI 49068 PH. 269-781-9800 FAX. 269-781-9805	
DRAWN BY SSF	SECTION 11, T4N, R1W	
FIELD WORK BY NAW	JOB NUMBER:	
SHEET 1 OF 4	91972.BND	



12. D.

To: Township Board

From: 
Mark Kieselbach, Director of Community Planning & Development

Date: May 26, 2017

Re: Urban Services Boundary

The Township Board most recently discussed the location of the Urban Service Boundary at its meetings on April 25 and May 16. While the Planning Commission previously revised the boundary to be more consistent with the Board's recommendation there are still two areas where opinions differ. One area is located north of Haslett Road and west of the Township's border with Williamstown Township. The other area is located north of the Ponderosa subdivision and west of Consumers Energy right-of-way.

The Urban Service Boundary is intended to be part of the updated Master Plan to help the Township to focus development inward rather than spreading outward. The boundary demarcates the line where the Township limits the provision of public utilities such as water and sewer. The Master Plan also outlines how the Township will consider amendments to the boundary.

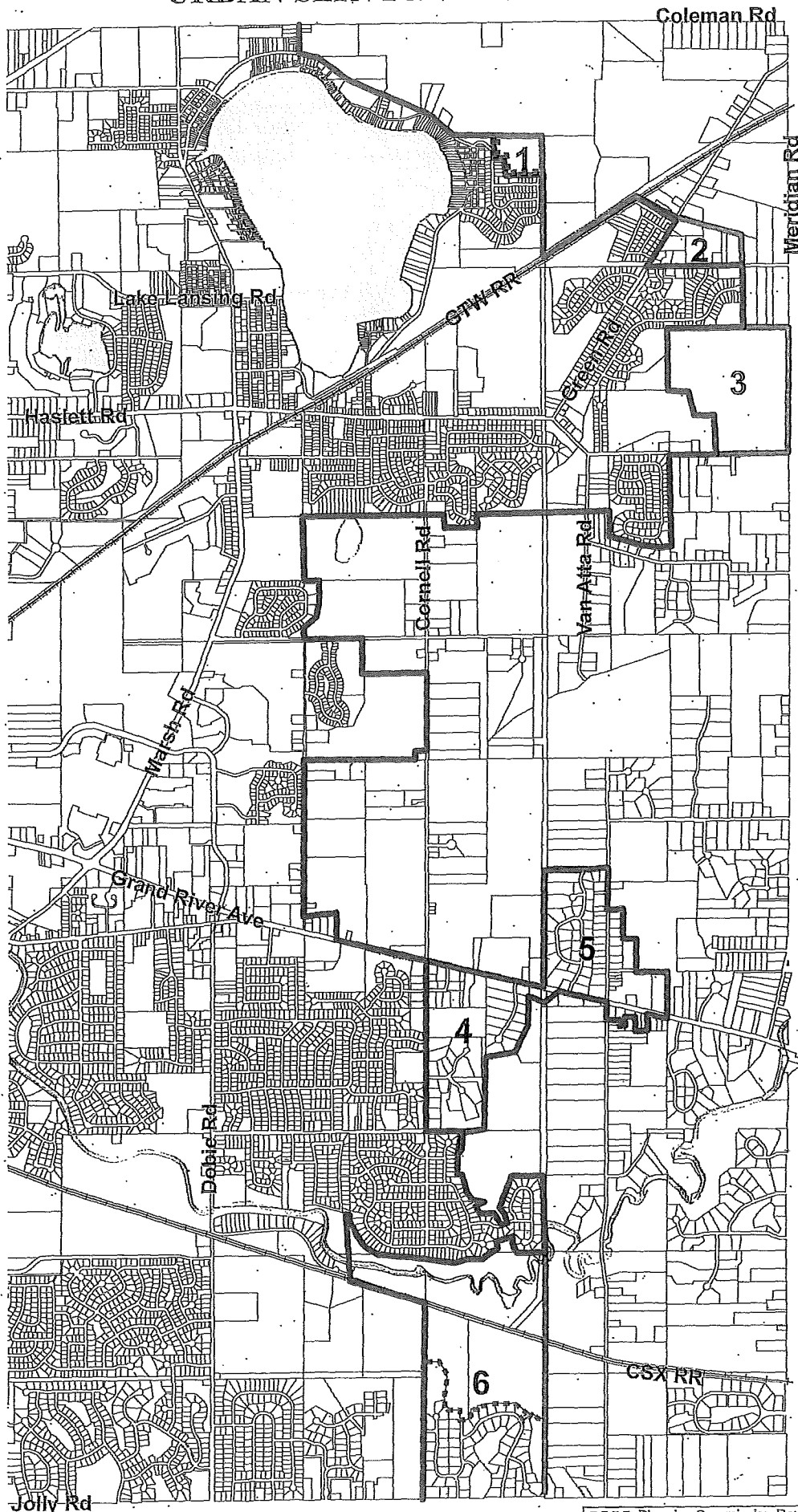
The following motion has been provided for the Board's consideration:

- **Move to accept the Planning Commission's recommendation for the Urban Service Boundary as depicted in the draft Master Plan on Map 2 titled Urban Services District dated January 17, 2017.**

Attachment

1. Urban Service Boundary Map

URBAN SERVICES DISTRICT



- ▣▣▣▣ Planning Commission Revision
- ▬▬▬▬ Planning Commission recommendation
- ▬▬▬▬ Township Board recommendation






12. E.

TO: Township Board

FROM: 
Mark Kieselbach
Director of Community Planning and Development


Jennifer Quinlivan
Assistant Planner

DATE: May 24, 2017

RE: Final Plat #05012 (Georgetown), final plat approval, Georgetown, No. 4.

Georgetown is a single family development consisting of 158 lots on 131.2 acres of land located south of Tihart Road, east of Powell Road, and west of Cornell Road. Final Preliminary Plat approval was granted by the Township Board in 2006. The Final Plat for Georgetown No. 1, consisting of 42 lots, was approved in 2008. The Final Plat for Georgetown No. 2 was granted in 2008, which was for 39 lots. The Final Plat for Georgetown No. 3 was granted in 2015 for 55 lots. At this time the developer is requesting final plat approval for Georgetown No. 4, which consists of the remaining 22 lots.

The purpose of the final plat is to ensure completion of public and private improvements and consistency with the approved final preliminary plat prior to the sale of lots. All lots in the plat meet and/or exceed the requirements of the underlying RA (Single Family, Medium Density) and PRD (Planned Residential Development) zoning districts and the applicable conditions of the final preliminary plat have been met.

The subdivision improvements not yet completed and installed as required in the approved final preliminary plat are the installation of the natural vegetation signage, the eight foot Township pathway connecting Georgetown No. 3 to Georgetown No. 4, and the engineering as-built plans. The developer will submit a performance guarantee to cover the cost of the remaining subdivision improvements. Performance guarantees will be required for the remaining street trees and five (5) foot sidewalks if they are not installed at the time of issuance of a certificate of occupancy for individual lots.

The State Land Division Act requires the Township make a decision within 20 days of receiving a request for final plat therefore the Township Board needs to act on the request at its meeting on June 6, 2017.

Township Board Options

The Township Board may approve or deny the final plat based on compliance with the Land Division Act, the Township's Subdivision Regulations, and consistency with the approved final preliminary plat. A resolution to approve the final plat has been provided for the Board's consideration.

Move to adopt the resolution to approve Final Plat #05012 (Georgetown, No. 4)

Attachments

1. Resolution to approve
2. Final preliminary plat approval letter, dated June 23, 2006
3. Approved final preliminary plat
4. Georgetown No. 4 final plat

G:\Community Planning & Development\Planning\PLATS (PLAT)\05012 (Georgetown)\FP 05012 (Georgetown)\Final Plat #4\Staff Report\FP #05012 Georgetown No 4.tb1

FINAL PLAT APPROVAL

**Final Plat #05012
(Georgetown)
Georgetown No. 4**

RESOLUTION

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Municipal Building, in said Township on the 6th day of June, 2017, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, Eyde Construction Company has requested final plat approval for Georgetown No. 4, a single-family subdivision consisting of 22 lots located south of Tihart Road and west of Cornell Road; and

WHEREAS, the planning staff has reviewed the final plat and found it consistent with the final preliminary plat approved by the Township Board on June 23, 2006; and

WHEREAS, the Township Board has reviewed the materials forwarded under cover memorandum dated May 24, 2017.

NOW, THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN approves the Final Plat of Georgetown, No. 4, subject to the following conditions:

1. All previous conditions placed on the final preliminary plat shall remain in effect.
2. Natural vegetation signage, Engineering as-built plans, and the eight foot wide pathway connecting Georgetown No. 3 and Georgetown No. 4 shall be completed prior to the issuance of the certificate of occupancy for individual lots or a performance guarantee shall be provided to the Township.
3. The applicant shall grant a 15 foot wide pathway easement to the Township along the existing sanitary easement between Lots 141 and 142 for the continuation of the pathway connecting Georgetown No. 3 and No. 4 out to Cornell Road.

ADOPTED: YEAS: _____

NAYS: _____

CHARTERED TOWNSHIP OF MERIDIAN

Susan McGillicuddy Supervisor
Mary M.G. Helmbrecht Clerk
Bruce D. Hunting Treasurer
Gerald J. Richards Manager



Julie Brixie Trustee
Andrew J. Such Trustee
John Veenstra Trustee
Anne M. Woiwode Trustee

June 23, 2006

Mark Clouse
Financial and Legal Counsel
Eyde Company
4660 S. Hagadorn Road, Suite 660
PO Box 4218
East Lansing, MI 48826-4218

RE: Final Preliminary Plat #05012 (Georgetown)

Dear Mr. Clouse:

The Township Board, at its regular meeting held on June 20, 2006, voted to approve the final preliminary plat for Georgetown, a single family subdivision of 158 lots located south of Tihart Road, east of Powell Road and west of Cornell Road. Approval of the final preliminary plat was granted with the following conditions:

1. Approval is granted in accordance with the final preliminary plat prepared by KEBS, Inc. dated February 14, 2006, indicating 158 single family lots, subject to revisions as required. Any revisions to the layout of the plat shall be subject to the Township's approval.
2. Construction shall not commence until the applicant has obtained all necessary permits and approvals from the Ingham County Drain Commissioner, Ingham County Road Commission and the Township. Copies of all permits and approval letters shall be submitted to the Department of Community Planning and Development.
3. Construction shall not commence until the applicant has obtained a Letter of Map Amendment (LOMA) from the Federal Emergency Management Agency for the subject site based on the surveyed floodplain. A copy of the LOMA shall be submitted to the Department of Community Planning and Development.
4. Final utility plans shall be subject to the approval of the Director of Public Works and Engineering and shall be completed in accordance with Township Engineering Design and Construction Standards.
5. Storm sewer leads shall be provided to each lot in the subdivision. The final location of the leads shall be subject to the approval of the Director of Public Works and Engineering. All residences constructed in the subdivision shall be connected to the leads.
6. An overall grading plan for the subdivision shall be required with detailed construction plans, prior to issuance of any building permits.

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 853-4000 FAX (517) 853-4096

<http://www.twp.meridian.mi.us>

An Equal Opportunity Employer


7. Paved shoulders shall be constructed along the frontage of the plat on Powell Road and Tihart Road and the major trees along these roadways shall be protected. The tree preservation and the actual placement of the pathways and/or paved shoulders shall be subject to the approval of the Director of Community Planning and Development. In lieu of constructing the paved shoulders, the applicant shall provide to the Township a bond in the amount of construction costs so that the paved shoulders or separate pathway can be built once the design and location have been determined by the Township. The paved shoulders shall be built in accordance with Township Engineering Design and Construction Standards.
8. A seven foot wide concrete pathway is required along the frontage of the plat on Cornell Road. In lieu of constructing the pathway, the applicant shall provide to the Township a bond in the amount of the construction costs, so the pathway can be built once the design and location have been determined by the Township.
9. A five foot wide concrete sidewalk shall be constructed along both sides of all streets within the subdivision. The sidewalk shall be designed and constructed in accordance with Township Engineering Design and Construction Standards.
10. The applicant shall construct an eight foot wide off-road pathway, which meets the requirements of the Americans with Disabilities Act, connecting the two phases of the development between Lots 116 and 117 and Lots 153 and 154. The design and location of the pathway shall be subject to the approval of the Director of Public Works and Engineering. The pathway shall be built in accordance with Township Engineering Design and Construction Standards.
11. The applicant has agreed to grant the Township a 15 foot wide easement for a pathway to run north of Township Wetland #14-19, in the southwest corner of the site, then west of Lots 82 and 83, connecting to the sidewalk south of Lot 82.
12. The applicant has agreed to grant the Township a 15 foot wide easement for a pathway running along the Foster Drain. This easement shall be shown on all plans.
13. Trees #1 through #7, Tree #9, Trees #17 through #22, and Trees #27 through #42, as shown on the revised Open Space Plan received by the Township on September 8, 2005, shall be preserved. All plans, deed restrictions and the subdivision's covenants, codes and restrictions shall identify these trees and the location of these trees. All trees to be preserved shall be protected during construction using the standards outlined in Section 22-179 of the Code of Ordinances. No construction shall occur until tree protection has been installed and approved by the Director of Community Planning and Development.
14. Street trees, where appropriate, shall be required along Tihart Road, Cornell Road and Powell Road. Street trees shall be required throughout the subdivision along all internal roads. Species and location of the trees shall be subject to the approval of the Director of Community Planning and Development and the Ingham County Road Commission.
15. Other than those areas subject to a wetland use permit, no buildings, accessory structures, structural appurtenances, or grading shall be permitted in the regulated wetlands.
16. A deed restriction shall be recorded acknowledging the presence of the water feature setback and referencing the appropriate Township regulation on lots which contain a water feature setback.

17. The natural vegetation strip shall be clearly identified with permanent markers. The size, number and location of markers, and the language on the markers shall be subject to the approval of the Director of Community Planning and Development.
18. The preserved open space areas shall be clearly identified with permanent markers. The size, number and location of markers, and the language on the markers shall be subject to the approval of the Director of Community Planning and Development.
19. The preserved open space areas shall be designated on all plans. The preserved open space areas shall be deeded to the homeowner's association, a land conservancy, the Township or otherwise protected in a manner acceptable to the Township.
20. Prior to any construction or grading on the site, the applicant shall install silt fencing at the upland edge of the water features setback and at the floodplain elevation. After construction, the fencing shall be removed once the area is stabilized.
21. Any wellhead(s) located on the site shall be properly closed and abandoned per the requirements of the Ingham County Health Department and the Township, prior to the issuance of any permit for construction activity, including grading permits.
22. A copy of the information which exists on computer for the plat and construction plans shall be provided to the Township Engineering staff in an Auto Cad compatible format.
23. A specified route for construction traffic shall be established in cooperation with the applicant and subject to the approval of the Director of Community Planning and Development.

Final preliminary plat approval is valid for a period of two (2) years. Consequently, the final preliminary plat for Georgetown is valid until June 20, 2008. The final preliminary plat may be extended if a request for an extension is submitted to the Township prior to the expiration of the two (2) year period.

If you have any questions regarding this matter, please contact me.

Sincerely,



Mark Kieselbach
Director of Community Planning and Development

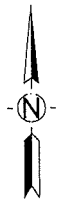
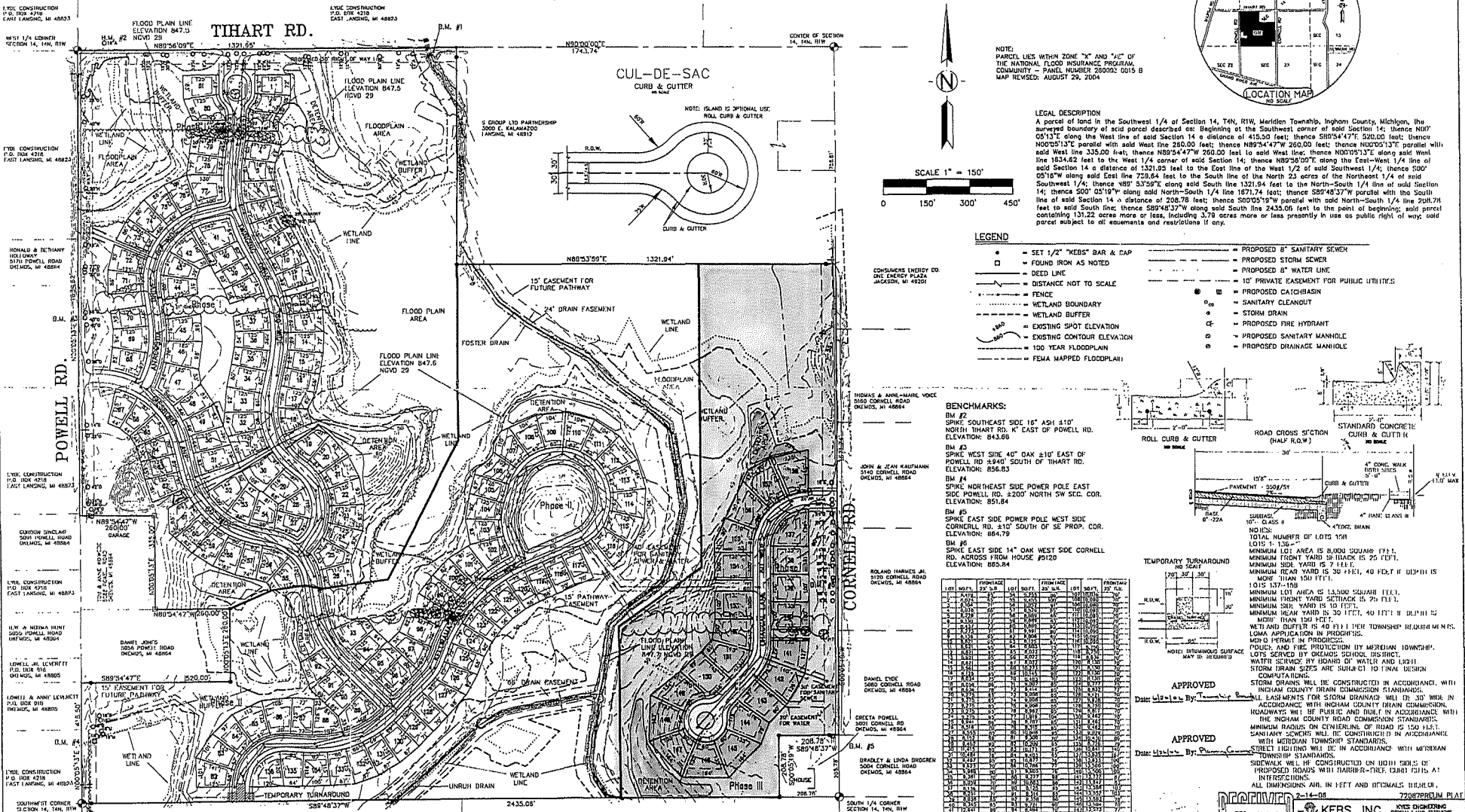
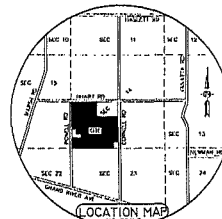
cc: Paula Johnson, Ingham County Plat Board
Patrick Lindemann, Ingham County Drain Commissioner
Francisco Llinas, Ingham County Road Commission
Matt Ottinger, KEBS, Inc.
Ray Severy
John Heckaman

PRELIMINARY PLAT GEORGETOWN

A SUBDIVISION OF PART OF THE NORTHEAST 1/4 AND THE SOUTHEAST 1/4
OF SECTION 20, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN

Surveyor
Kaba, Inc.
2116 Hazlett Road
Haslett, MI 48840
(517) 339-1014

Developer
EVA Construction Co.
4660 S. Hogsdorn Road
East Lansing, MI 48826
(517) 351-2480



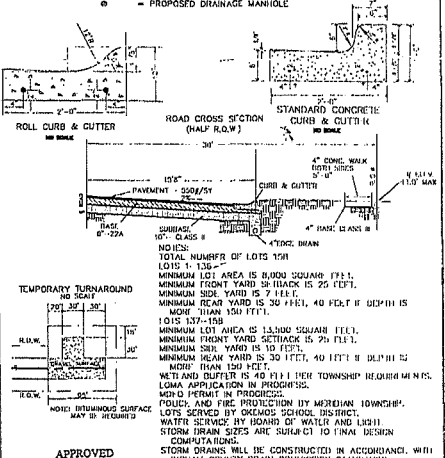
NOTE:
PARCEL LIES WITHIN ZONE "X" AND "A" OF
THE NATIONAL FLOOD INSURANCE PROGRAM.
COMMUNITY - PANEL NUMBER 250001 0015 B
MAP REVISED: AUGUST 29, 2004

LEGAL DESCRIPTION
A parcel of land in the Southwest 1/4 of Section 14, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the Southwest corner of said Section 14; thence N81°05'13"E along the West line of said Section 14 a distance of 415.50 feet; thence S89°34'47"E 320.00 feet; thence N00°25'13"E parallel with said West line 260.00 feet; thence N89°24'47"W 260.00 feet; thence N00°25'13"E parallel with said West line 335.00 feet; thence N89°24'47"W 260.00 feet to said West line; thence N00°25'13"E along said West line 163.62 feet to the West 1/4 corner of said Section 14; thence N89°25'05"E along the East-West 1/4 line of said Section 14 a distance of 131.02 feet to the East line of the West 1/2 of said Southwest 1/4; thence S00°02'10"W along said East line 729.64 feet to the South line of the North 23 acres of the Northeast 1/4 of said Southwest 1/4; thence N89°33'20"E along said South line 1321.94 feet to the North-South 1/4 line of said Section 14; thence S00°02'10"W along said North-South 1/4 line 1871.74 feet; thence S89°43'37"W parallel with the South line of said Section 14 a distance of 208.78 feet; thence S00°25'19"W parallel with said North-South 1/4 line 2081.74 feet to said South line; thence S89°43'37"W along said South line 2433.06 feet to the point of beginning; said parcel containing 131.22 acres more or less, including 3.78 acres more or less, presently in use as public right of way, said parcel subject to all easements and restrictions if any.

- LEGEND**
- = SET 1/2" "KEBS" BAR & CAP
 - = FOUND IRON AS NOTED
 - = DEED LINE
 - = DISTANCE NOT TO SCALE
 - = FENCE
 - = WETLAND BOUNDARY
 - = WETLAND BUFFER
 - = EXISTING SPOT ELEVATION
 - = EXISTING CONTOUR ELEVATION
 - = 100 YEAR FLOODPLAIN
 - = FEMA MAPPED FLOODPLAIN
 - = PROPOSED 8" SANITARY SEWER
 - = PROPOSED STORM SEWER
 - = PROPOSED 8" WATER LINE
 - = 10" PRIVATE EASEMENT FOR PUBLIC UTILITIES
 - = PROPOSED GAS/STEAM
 - = SANITARY CLEANOUT
 - = STORM DRAIN
 - = PROPOSED FIRE HYDRANT
 - = PROPOSED SANITARY MANHOLE
 - = PROPOSED DRAINAGE MANHOLE

- BENCHMARKS:**
- BM #2
SPIKE SOUTHEAST SIDE 16" ASH 310'
TOWNSHIP RD. E. EAST OF POWELL RD.
ELEVATION: 843.68
 - BM #3
SPIKE WEST SIDE 40" OAK 310' EAST OF
POWELL RD. 3340' SOUTH OF TIHART RD.
ELEVATION: 856.83
 - BM #4
SPIKE NORTHEAST SIDE POWER POLE EAST
SIDE POWELL RD. 1200' NORTH SW COR.
ELEVATION: 851.84
 - BM #5
SPIKE EAST SIDE POWER POLE WEST SIDE
CORNELL RD. 310' SOUTH OF SE PROP. COR.
ELEVATION: 864.79
 - BM #6
SPIKE EAST SIDE 14" OAK WEST SIDE CORNELL
RD. ACROSS FROM HOUSE #9120
ELEVATION: 865.84

LOT	ACRES	OWNER	REMARKS
1	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
2	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
3	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
4	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
5	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
6	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
7	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
8	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
9	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
10	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
11	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
12	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
13	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
14	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
15	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
16	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
17	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
18	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
19	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
20	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
21	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
22	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
23	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
24	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
25	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
26	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
27	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
28	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
29	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN
30	0.01	STATE OF MICHIGAN	STATE OF MICHIGAN



APPROVED
Date: 1/17/2005 By: [Signature]

APPROVED
Date: 1/17/2005 By: [Signature]

APPROVED
FEB 17 2005

KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HAZLETT ROAD, HASLETT, MI 48840
PH: 517-339-1014 FAX: 517-339-1017

Charlevoix Office
Ph: 231-645-7026

DRAWN BY: KAK SECTION: 14, T4N, R1W
FIELD WORK BY: JOE HANSEN
DATE: 2-16-05 7208PRELIM PLAT
JEFFREY K. AUTENRITH DATP
PROFESSIONAL SURVEYOR NO. 93100 SHEET 1 OF 1 03-S-72087

100' IRON & CAP 50# W/ON 216" 300# CONCRETE MASONRY, MI 48842

THOMAS & ANNE-MARIE VOICE 2140 CORNELL ROAD OKEMOS, MI 48864

JOHN & JEAN KAUFMANN 3140 CORNELL ROAD OKEMOS, MI 48864

ROLAND HARRIS JR. 5120 CORNELL ROAD OKEMOS, MI 48864

DANIEL FOST 5000 CORNELL ROAD OKEMOS, MI 48864

SHRETA POWELL 300 CORNELL ROAD OKEMOS, MI 48864

BRADLEY & LINDA BROCKEN 5004 CORNELL ROAD OKEMOS, MI 48864

GENE TURNWOLD 2160 HAZLETT ROAD OKEMOS, MI 48840

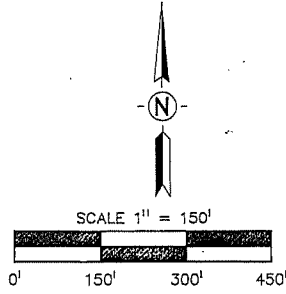
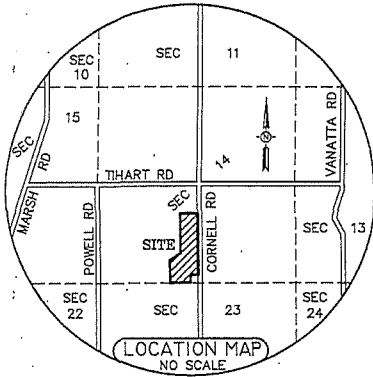
THOMAS & ANNE-MARIE VOICE 2140 CORNELL ROAD OKEMOS, MI 48864

THOMAS & ANNE-MARIE VOICE 2140 CORNELL ROAD OKEMOS, MI 48864

GEORGETOWN NO. 4

A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14,
T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN

SHEET INDEX PLAN



I, DANE B. PASCOE, SURVEYOR, CERTIFY:

THAT PURSUANT TO SECTION 560.10(3), THIS IS A TRUE COPY OF THE FINAL PLAT OF GEORGETOWN NO. 4, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN; AND THAT THE FINAL PLAT IS SUBJECT TO THE APPROVAL OF EACH OF THE FOLLOWING AGENCIES: PATRICK E. LINDEMANN, INGHAM COUNTY DRAIN COMMISSIONER, SARAH ANTHONY, CHAIRPERSON, INGHAM COUNTY BOARD OF COMMISSIONERS FOR INGHAM COUNTY ROAD DEPARTMENT, BRETT DREYFUS, CLERK, MERIDIAN TOWNSHIP AND DERRICK GUNNEY, REGISTER OF DEEDS, INGHAM COUNTY PLAT BOARD.

DATE: 4-4-17
DANE B. PASCOE
PROFESSIONAL SURVEYOR NO. 54434

SURVEYOR'S CERTIFICATE

I, DANE B. PASCOE, SURVEYOR, CERTIFY:

THAT I HAVE SURVEYED, DIVIDED, AND MAPPED THE LAND SHOWN ON THIS PLAT, DESCRIBED AS FOLLOWS:

GEORGETOWN NO. 4, A SUBDIVISION OF PART OF THE SOUTHWEST 1/4 OF SECTION 14, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN, THE SURVEYED BOUNDARY OF SAID PARCEL DESCRIBED AS: COMMENCING AT THE SOUTH 1/4 CORNER OF SAID SECTION 14; THENCE S89°48'37"W ALONG THE SOUTH LINE OF SAID SECTION 14 A DISTANCE OF 208.78 FEET TO THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S89°48'37"W CONTINUING ALONG SAID SOUTH LINE 554.47 FEET TO THE SOUTHEAST CORNER OF GEORGETOWN NO. 3 AS RECORDED IN LIBER 58 OF PLATS, PAGES 24-32, INGHAM COUNTY RECORDS; THENCE ALONG THE EAST LINE OF SAID GEORGETOWN NO. 3 THE FOLLOWING THREE COURSES: N00°11'23"W 596.50 FEET, N53°44'35"E 359.82 FEET AND N00°06'01"W 1072.91 FEET TO THE NORTHEAST CORNER OF SAID GEORGETOWN NO. 3; THENCE N89°53'59"E 479.85 FEET TO THE NORTH-SOUTH 1/4 LINE OF SAID SECTION 14; THENCE S00°05'19"W ALONG SAID NORTH-SOUTH 1/4 LINE 1671.74 FEET; THENCE S89°48'37"W PARALLEL WITH SAID SOUTH LINE 208.78 FEET; THENCE S00°05'19"W PARALLEL WITH SAID NORTH-SOUTH 1/4 LINE 208.78 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 24.2 ACRES, CONTAINING 22 LOTS NUMBERED 137 THROUGH 158, INCLUSIVE, AND ONE PRIVATE PARK.

THAT I HAVE MADE SUCH SURVEY, LAND-DIVISION, AND PLAT BY THE DIRECTION OF THE OWNERS OF SAID LAND;

THAT SUCH PLAT IS A CORRECT REPRESENTATION OF ALL EXTERIOR BOUNDARIES OF THE LAND SURVEYED AND THE SUBDIVISION OF IT;

THAT THE REQUIRED MONUMENTS AND LOT MARKERS HAVE BEEN LOCATED IN THE GROUND OR THAT SURETY HAS BEEN DEPOSITED WITH THE MUNICIPALITY, AS REQUIRED BY THE ACT;

THAT THE ACCURACY OF THE SURVEY IS WITHIN THE LIMITS REQUIRED BY THE ACT;

THAT ALL BEARINGS SHOWN ON THE PLAT ARE EXPRESSED AS REQUIRED BY THE ACT AND AS EXPLAINED IN THE LEGEND.

DATE: 3-22-17
KEBS, INC.
2116 HASLETT ROAD
HASLETT, MICHIGAN 48840

JEFFREY W. KYES, VICE PRESIDENT
PROFESSIONAL ENGINEER NO. 46796

DANE B. PASCOE
PROFESSIONAL SURVEYOR NO. 54434

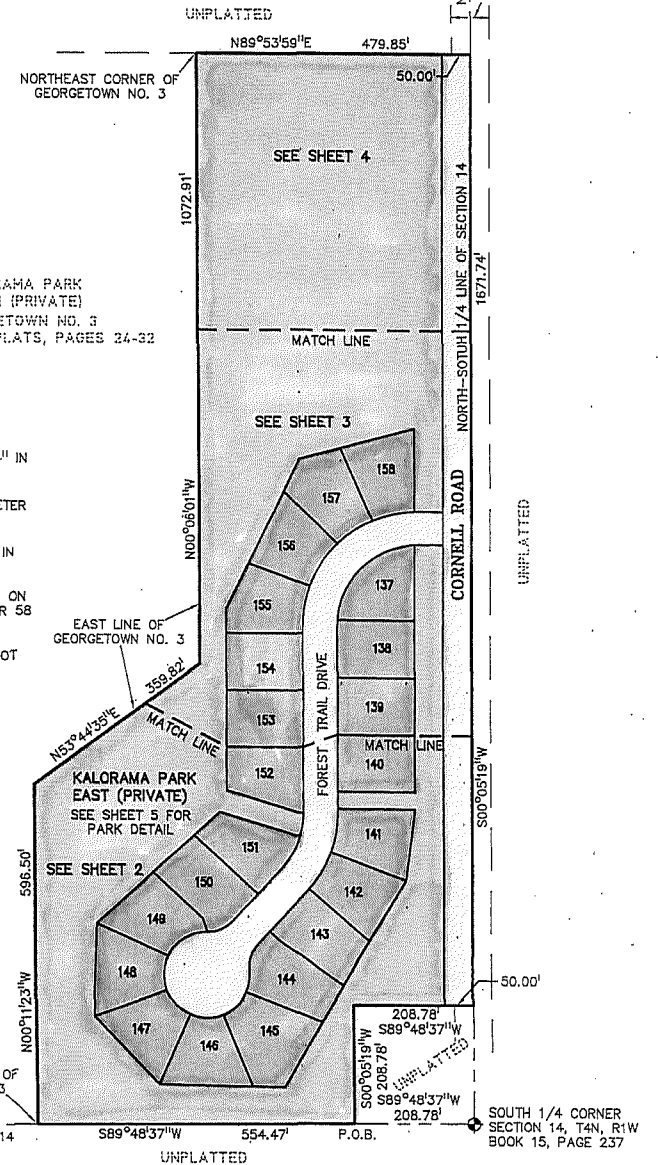


LEGEND

1. ALL DIMENSIONS ARE IN FEET.
2. ALL CURVE DIMENSIONS ARE ARC MEASUREMENTS.
3. STEEL BARS 1/2" IN DIAMETER 36" LONG ENCASED IN CONCRETE CYLINDERS 4" IN DIAMETER HAVE BEEN PLACED AT ALL CORNERS MARKED "O".
4. STEEL BARS 1/2" IN DIAMETER ENCASED IN CONCRETE CYLINDERS 4" IN DIAMETER HAVE BEEN FOUND AT ALL CORNERS MARKED "●".
5. LOT CORNERS HAVE BEEN MARKED WITH STEEL BARS 18" IN LENGTH BY 1/2" IN DIAMETER WITH A PLASTIC CAP MARKED "PASCOE 54434".
6. ALL BEARINGS ARE DERIVED FROM THE SOUTH LINE OF SECTION 14 AS SHOWN ON THE PLAT OF GEORGETOWN NO. 3 ACCORDING TO THE PLAT RECORDED IN LIBER 58 OF PLATS, PAGES 24 TO 32, INGHAM COUNTY RECORDS.
7. (R) = RADIAL TO THE STREET RIGHT-OF-WAY LINES, ALL OTHER LINES ARE NOT RADIAL

THIS PLAT IS SUBJECT TO RESTRICTIONS AS REQUIRED BY ACT 288 OF 1967, AS AMENDED ON CERTAIN LOTS WITH RESPECT TO THE REQUIREMENTS OF THE MICHIGAN DEPARTMENT OF ENVIRONMENTAL QUALITY AND MERIDIAN CHARTER TOWNSHIP, WHICH ARE RECORDED IN LIBER _____, PAGE _____ OF THIS COUNTY.

KALORAMA PARK
NORTH (PRIVATE)
GEORGETOWN NO. 3
LIBER 58 OF PLATS, PAGES 24-32



S89°48'37"W
1880.59'
SOUTHWEST CORNER
SECTION 14, T4N, R1W
BOOK 15, PAGE 240

S00°05'19"W
1671.74'
SOUTH LINE OF SECTION 14

208.78'
S89°48'37"W
208.78'
UNPLATTED
S00°05'19"W
208.78'
S89°48'37"W
208.78'

UNPLATTED

SOUTH 1/4 CORNER
SECTION 14, T4N, R1W
BOOK 15, PAGE 237



12. F

To: Board Members
From: Miriam Mattison
Miriam Mattison, Finance Director
Date: June 1, 2017
Re: Accept 2016 Township Audit Findings

In your packet, you will find a bound report of the 2016 Audited Financial Statements for the Board's approval. An annual audit, required by state statute, of accounts, financial records, and transactions has been completed by the independent certified public accounting firm of Andrews Hooper Pavlik PLC. The firm was appointed by the Township through an open bid process in 2012.

The following motion is prepared for Board consideration:

MOVE TO APPROVE THE 2016 AUDITED FINANCIAL STATEMENTS AS PRESENTED BY ANDREW HOOPER PAVLIK PLC.

Attachment:

1. 2016 Audited Financial Statements

Township Board
Charter Township of Meridian

In planning and performing our audit of the financial statements of the Charter Township of Meridian (Township) as of and for the year ended December 31, 2016, in accordance with auditing standards generally accepted in the United States of America, we considered the Township's internal control over financial reporting (internal control) as a basis for designing auditing procedures that are appropriate in the circumstances for the purpose of expressing our opinion on the financial statements, but not for the purpose of expressing an opinion on the effectiveness of the Township's internal control. Accordingly, we do not express an opinion on the effectiveness of the Township's internal control.

Our consideration of internal control was for the limited purpose described in the preceding paragraph and was not designed to identify all deficiencies, significant deficiencies, or material weaknesses in internal control, and therefore, deficiencies, significant deficiencies, or material weaknesses may exist that were not identified.

However, during our audit, we became aware of certain matters that are opportunities for strengthening internal control and operating efficiency. These matters are included within this letter.

We would be pleased to discuss these matters in further detail at your convenience, to perform any study of these matters, or to assist you in implementing the recommendations.

This communication is intended solely for the information and use of management, the Township Board, and others within the organization and is not intended to be, and should not be, used by anyone other than these specified parties.

Andrews Hooper Pavlik PLC

Okemos, Michigan
May 24, 2017

Current Year Recommendations

None

Prior Year Recommendations

Access to Cash – Parks Department

During our testing of processes at the Parks building, we noted that there are two pools of cash maintained in the same drawer (one for petty cash and one for making change for customers). There are six employees with access to the drawer as they use the drawer to make change for customers. We recommended that the Parks Department maintain petty cash in a separate locked drawer that can only be accessed by limited, appropriate personnel.

Current year update: Based on discussions with management, the Parks Department now maintains petty cash in a separate locked drawer that can only be accessed by appropriate personnel. We make no further recommendation in this area.

Township Board

Charter Township of Meridian

June 6, 2017

Township Board

Charter Township of Meridian

June 6, 2017

- ◆ Introduction

- AHP Representatives

- Jeff Fineis – Partner

- Jamie Rabe – Senior Manager

- ◆ Financial Highlights

- ◆ Township Board Report

- Services Provided and in Process
 - Results of our Audit of the Financial Statements
 - Required Communications with the Township Board
 - Management Letter

- ◆ Other Questions or Comments

June 6, 2017

Township Board
Charter Township of Meridian

We are pleased to submit this report, which summarizes the results of our audit, and other matters that we believe would be of interest to you.

Services Provided and in Process

In accordance with our engagement letter, AHP provided the following services:

Audit Services:

- Annual Audit—Completed

Nonaudit Services:

- Assistance with CAFR Preparation—Completed

We have reviewed the services provided and confirm that we are independent of the Charter Township of Meridian (Township).

Results of the Audit

The audit was conducted in accordance with auditing standards generally accepted in the United States of America and included such tests of the accounting records and such other auditing procedures as we considered necessary for the purpose of expressing an opinion on the financial statements.

The following summarizes various matters of interest noted during our audit:

Adopted Audit and Accounting Standards

Statement No. 72, *Fair Value Measurement and Application*, addresses accounting and financial reporting issues related to fair value measurements. The definition of fair value is the price that would be received to sell an asset or paid to transfer a liability in an orderly transaction between market participants at the measurement date. This Statement provides guidance for determining a fair value measurement for financial reporting purposes. This Statement also provides guidance for applying fair value to certain investments and disclosures related to all fair value measurements. This Statement was adopted for the December 31, 2016 financial statements.

Adopted Audit and Accounting Standards (continued)

Statement No. 76, *The Hierarchy of Generally Accepted Accounting Principles for State and Local Governments*, identifies the hierarchy of GAAP which consists of the sources of accounting principles used to prepare financial statements of state and local governmental entities in conformity with GAAP and the framework for selecting those principles. This Statement reduces the GAAP hierarchy to two categories of authoritative GAAP and addresses the use of authoritative and nonauthoritative literature in the event that the accounting treatment for a transaction or other event is not specified within a source of authoritative GAAP. This Statement was adopted for the December 31, 2016 financial statements.

Statement No. 77, *Tax Abatement Disclosures*, requires disclosure of tax abatement information about (1) a reporting government's own tax abatement agreements and (2) those that are entered into by other governments and that reduce the reporting government's tax revenues. Governments that enter into tax abatement agreements are required to disclose the following information about the agreements:

- Brief descriptive information, such as the tax being abated, the authority under which tax abatements are provided, eligibility criteria, the mechanism by which taxes are abated, provisions for recapturing abated taxes, and the types of commitments made by tax abatement recipients
- The gross dollar amount of taxes abated during the period
- Commitments made by a government, other than to abate taxes, as part of a tax abatement agreement.

This Statement was adopted for the December 31, 2016 financial statements.

GASB Statement No. 79, *Certain External Investment Pools and Pool Participants*, addresses accounting and financial reporting for certain external investment pools and pool participants. Specifically, it establishes criteria for an external investment pool to measure all of its investments at amortized cost. The specific criteria address (1) how the investment pool transacts with participants; (2) requirements for portfolio maturity, quality, diversification, and liquidity; and (3) calculation and requirements of a shadow price. Significant noncompliance prevents the investment pool from measuring all of its investments at amortized cost. Professional judgment is required to determine if instances of noncompliance are significant.

If an external investment pool does not meet the above criteria, then the pool should apply the existing provisions under paragraph 16 of Statement No. 31, *Accounting and Financial Reporting for Certain Investments and for External Investment Pools, as amended*. If an external investment pool meets the criteria in this Statement and measures all of its investments at amortized cost, the pool's participants also should measure their investments in that external investment pool at amortized cost for financial reporting purposes. If an external investment pool does not meet the criteria in this Statement, the pool's participants should measure their investments in that pool at fair value, as provided in paragraph 11 of Statement 31, as amended.

Adopted Audit and Accounting Standards (continued)

This Statement establishes additional note disclosures for qualifying external investment pools that measure all of their investments at amortized cost and for governments that participate in those pools. Those disclosures for both the qualifying external investment pools and their participants include information about any limitations or restrictions on participant withdrawals.

This Statement was adopted for the December 31, 2016 financial statements; however, it did not have any impact to the Township.

Future Audit and Accounting Standards

The GASB has issued the following recent standards.

Statement No. 75, *Accounting and Financial Reporting for Postemployment Benefits Other than Pensions*, and Statement No. 74, *Financial Reporting for Postemployment Benefit Plans Other than Pension Plans*, have the objective of improving accounting and financial reporting for postemployment benefits other than pensions (other postemployment benefits or OPEB). These statements resulted from a comprehensive review of the effectiveness of existing standards of accounting and financial reporting for all postemployment benefits with regard to providing decision-useful information, supporting assessments of accountability and interperiod equity, and creating additional transparency. Statement No. 74 addresses financial reporting by OPEB plans. Statement No. 75 establishes standards for recognizing and measuring liabilities, deferred outflows of resources, deferred inflows of resources, and expense. The requirements of GASB Statement No. 74 will be effective for fiscal years beginning after June 15, 2016. The requirements of GASB Statement No. 75 will be effective for fiscal years beginning after June 15, 2017. The Township is currently evaluating the impact these standards will have on the financial statements when adopted; however, the Township believes that the impact could be material.

GASB Statement No. 82, *Pension Issues—an amendment of GASB Statements No. 67, No. 68, and No. 73*, addresses issues regarding (1) the presentation of payroll-related measures in required supplementary information, (2) the selection of assumptions and the treatment of deviations from the guidance in an Actuarial Standard of Practice for financial reporting purposes, and (3) the classification of payments made by employers to satisfy employee (plan member) contribution requirements.

For payroll-related measures reported in required supplemental information, the previous standard required presentation of covered-employee payroll, which is the payroll of employees that are provided with pensions through the pension plan, and ratios that use that measure. This standard clarifies this approach to instead require the presentation of covered payroll, defined as the payroll on which contributions to a pension plan are based, and ratios that use that measure.

Future Audit and Accounting Standards (continued)

For employer-paid member contributions, payments may be made by the employer to satisfy contribution requirements and these amounts are identified by the pension plan terms as plan member contribution requirements. For purposes of applying GASB Statement No. 68, including for purposes of determining a cost-sharing employer's proportion, those amounts should be classified as employee contributions. An employer's expense and expenditures for those amounts should be recognized in the period for which the contribution is assessed and classified in the same manner as the employer classifies similar compensation other than pensions (for example, as salaries and wages or as fringe benefits).

The requirements of this standard are effective for reporting periods beginning after June 15, 2016, except for certain provisions relating to selection of assumptions when an employer's pension liability is measured as of a date other than the most recent fiscal year-end, which are effective in the first reporting period in which the measurement date of the pension liability is on or after June 15, 2017. The Township is currently evaluating the disclosures and impact this standard will have on the financial statements when adopted.

Future GASB Statements. As new accounting standards are issued that might impact the Township's financial statements, we will advise you about the relevant provisions of these new accounting standards.

The Auditors' Communications with Those Charged with Governance

This section discusses our responsibilities under the Statement on Auditing Standards (SAS) No. 122, Section 260, *Communication with Those Charged with Governance*. The following excerpts from SAS No. 122 describe the specific matters required to be communicated to you and our responses thereto:

Our Responsibility under U.S. Generally Accepted Auditing Standards

The auditors' standard report emphasizes that an audit conducted in accordance with auditing standards generally accepted in the United States of America is designed to provide reasonable, but not absolute, assurance that the financial statements are free of material misstatement and in conformity with accounting principles generally accepted in the United States of America (U.S. GAAP). Our report dated May 24, 2017 follows this format. Because of the concept of reasonable assurance, and because we did not perform a detailed examination of all transactions, there is a risk that material errors, irregularities, or illegal acts, including fraud and defalcations, may exist and not be detected by us.

Our responsibility, as described by our professional standards, is to express an opinion about whether the financial statements prepared by management with your oversight are fairly presented, in all material respects, in conformity with U.S. GAAP. Our audit does not relieve you or management of your responsibilities.

As part of the audit, we considered the internal control of the Township. Such considerations were solely for the purpose of determining our audit procedures and not to provide any assurance concerning internal control.

Other Information in Documents Containing Audited Financial Statements

The audited financial statements are included in the Township's 2016 comprehensive annual financial report (CAFR). Our responsibility for the other information included in the CAFR does not extend beyond the audited financial statements identified in the report. We have no obligation to perform any procedures to corroborate other information included; however, we did perform the following procedures:

1. We applied certain limited procedures to Management's Discussion and Analysis; the pension and other postemployment benefit plan required supplementary information schedules; and the budgetary comparison schedules for the General Fund and each major special revenue fund, debt service fund, and capital projects fund which consisted of inquiries of management about the methods of preparing the information and comparing the information for consistency with management's responses to our inquiries, the basic financial statements, and other knowledge we obtained during our audit of the basic financial statements.
2. The other budgetary comparison schedules, combining statements, agency fund statements of changes in assets and liabilities, and component unit statements have been subjected to auditing procedures applied in the audit of the financial statements and certain additional procedures, including comparing and reconciling such information directly to the underlying accounting and other records used to prepare the financial statements or to the financial statements themselves, and other additional procedures in accordance with auditing standards generally accepted in the United States of America.

Based on those procedures, nothing came to our attention that caused us to believe that such information, or its manner of presentation, is materially inconsistent with the information or manner of its presentation appearing in the financial statements.

Planned Scope and Timing of the Audit

We performed the audit according to the planned scope and timing previously communicated to you in our scope letter dated November 3, 2016. No matters came to our attention during our audit that resulted in a change to our timing or scope of our procedures.

Qualitative Aspects of Accounting Practices

Management is responsible for the selection and use of appropriate accounting policies. In accordance with the terms of our engagement letter, we will advise management about the appropriateness of accounting policies and their application. The significant accounting policies used by the Township are described in Note 1 to the financial statements. Other than the implementation of the new GASB statements, no new policies were adopted and the application of existing policies was not changed during the year. We noted no transactions entered into by the Township during the year for which there is a lack of authoritative guidance or consensus. There are no significant transactions that have been recognized in the financial statements in a different period than when the transaction occurred.

Qualitative Aspects of Accounting Practices (continued)

Accounting estimates are an integral part of the financial statements prepared by management and are based on management's knowledge and experience about past and current events and assumptions about future events. Certain accounting estimates are particularly sensitive because of their significance to the financial statements and because of the possibility that future events affecting them may differ significantly from those expected. The most sensitive estimates affecting the financial statements were:

- The actuarially determined required contribution and the unfunded liability related to the retirement system, pension plan, and other postemployment benefits plan as disclosed in Notes 9 and 11.
- The net other postemployment benefit obligation cost and annual pension cost related to the retirement system, the pension plan, and other postemployment benefits plan which are based on the actuaries' calculations of the annual required contributions.

For each of the estimates listed above, we evaluated the key factors and assumptions used to develop the estimate in determining that it is reasonable in relation to the financial statements taken as a whole.

The disclosures in the financial statements are neutral, consistent, and clear. Certain financial statement disclosures are particularly sensitive because of their significance to financial statement users. The most sensitive disclosures affecting the financial statements were:

- Deposits and investments
- Capital assets
- Long-term debt
- Defined benefit pension plans
- Other postemployment benefits

Difficulties Encountered in Performing the Audit

We encountered no significant difficulties in dealing with management in performing and completing our audit.

Corrected and Uncorrected Misstatements

Professional standards require us to accumulate all known and likely misstatements identified during the audit, other than those that are trivial, and communicate them to the appropriate level of management. We noted the following misstatements that management has corrected:

	Government-wide Change in Net Position Impact
Adjust accrued interest payable	\$ 44,163
Reclassify gain on disposition of capital assets by \$11,000	-
Record additional contributed capital assets and related depreciation	124,185
GASB No. 68 pension adjustment	786,402
Reclassify grant expenditures of \$18,374 from general fund to grants fund	-
Reclassify certain capital expenditures to correct capital expenditure accounts	-
Total change in net position impact	<u>\$ 954,750</u>

Also, there were no uncorrected misstatements. However, we noted certain presentation and disclosure matters that management has determined are not significant. A description of these matters is attached for your reference.

Disagreements with Management

For purposes of this letter, professional standards define a disagreement with management as a financial accounting, reporting, or auditing matter, whether or not resolved to our satisfaction, that could be significant to the financial statements or the auditors' report. We are pleased to report that no such disagreements arose during the course of the audit.

Management Representations

We have requested certain representations from management that are included in the management's representation letter dated May 24, 2017. A copy is attached for your reference.

Management's Consultations with Other Independent Accountants

In some cases, management may decide to consult with other accountants about auditing and accounting matters, similar to obtaining a "second opinion" on certain situations. If a consultation involves application of an accounting principle to the financial statements or a determination of the type of opinion that may be expressed on those statements, our professional standards require the consulting accountant to check with us to determine that the consultant has all relevant facts. To our knowledge, there were no such consultations with other accountants.

Major Issues Discussed with Management Prior to Retention

We generally discuss a variety of matters, including the application of accounting principles and auditing standards, with management each year prior to retention as auditors. However, these discussions occurred in the normal course of our professional relationship and our responses were not a condition to our retention.

Communication of Fees for Nonaudit Services

As previously described in this letter, we performed certain nonaudit services at the request of management and documented in an engagement letter. Fees for these services did not exceed those noted in our engagement letter.

Management Letter

We considered the Township's internal control during the course of the audit, and we remained alert for areas where procedures and controls could be improved. We noted no matters involving the internal control over financial reporting and its operation that we would consider to be material weaknesses. However, we noted other matters involving the internal control or areas where operations may be improved that we have reported to management in a separate letter dated May 24, 2017.

* * *

This report is intended solely for the information and use of the Township Board and management of the Township and is not intended to be, and should not be, used by anyone other than these specified parties.

We will be pleased to respond to any comments or questions you may have concerning this letter, our management letter, or any other aspects of our services to the Township.

It has been a pleasure to serve the Charter Township of Meridian during 2016. We would like to express our appreciation for the cooperation and courtesy extended to us by management and employees of the Township and look forward to continuing our association in the future.

Sincerely,

Andrew Hooper Paulik PLC

Charter Township of Meridian
 Summary of Audit Differences
 December 31, 2016

Effect of Differences:

Description of Audit Difference	Assets Increase (Decrease)	Liabilities Increase (Decrease)	Equity Increase (Decrease)	Revenue Increase (Decrease)	Expenses Increase (Decrease)	Change in Net Position Increase (Decrease)
<i>Current year differences:</i>						
None						
<i>Effect of prior year differences:</i>						
None						
Total	\$ -	\$ -	\$ -	\$ -	\$ -	-

Passed Disclosures and Presentation Issues:

Modified Approach

The Township uses the modified approach for reporting infrastructure related to the pedestrian and bicycle pathways. This is allowable under GASB No. 34; however, there are schedules and disclosures that are required when this method is used. The Township does not present these schedules or disclosures in their Comprehensive Annual Financial Report. The missing schedules and disclosures would show: (1) the assessed condition, performed at least every three years for each of the last three assessments indicating the dates of the assessments and the basis for the condition measurement and the measurement scale and (2) the estimated annual amount calculated at the beginning of the fiscal year to maintain and preserve the condition level established by the government as well as disclosure of the established condition level.

Fiduciary Statements

The Township presents multiple trust funds in the statement of fiduciary net position as opposed to in the other supplementary information section (OSI). The proper presentation would be to show a combining schedule of trust funds in the OSI and the aggregate trust funds on the statement of fiduciary net position.



Meridian Township
5151 Marsh Road
Okemos, MI 48864

P 517.853.4000
F 517.853.4096

Township Board:

Ronald J. Styka
Supervisor

Brett Dreyfus
Township Clerk, CMMC

Julie Brixie
Treasurer

Phil Deschaine
Trustee

**Patricia Herring
Jackson**
Trustee

Dan Opsommer
Trustee

Kathy Ann Sundland
Trustee

Frank L. Walsh
Township Manager

05/24/2017

Andrews Hooper Pavlik PLC
4295 Okemos Rd. Suite 200
Okemos, MI 48864

This representation letter is provided in connection with your audit of the financial statements of the Charter Township of Meridian (Township), which comprise the respective financial position of the governmental activities, the business-type activities, the aggregate discretely presented component units, each major fund, and the aggregate remaining fund information as of December 31, 2016, and the respective changes in financial position and, where applicable, cash flows for the year then ended, and the related notes to the financial statements, for the purpose of expressing opinions as to whether the financial statements are presented fairly, in all material respects, in accordance with accounting principles generally accepted in the United States of America (U.S. GAAP).

Certain representations in this letter are described as being limited to matters that are material. Items are considered material, regardless of size, if they involve an omission or misstatement of accounting information that, in light of surrounding circumstances, makes it probable that the judgment of a reasonable person relying on the information would be changed or influenced by the omission or misstatement. An omission or misstatement that is monetarily small in amount could be considered material as a result of qualitative factors.

We confirm, to the best of our knowledge and belief, as of May 24, 2017 the following representations made to you during your audit.

Financial Statements

- We have fulfilled our responsibilities, as set out in the terms of the audit engagement letter dated November 3, 2016, including our responsibility for the preparation and fair presentation of the financial statements in accordance with U.S. GAAP and for preparation of the supplementary information in accordance with the applicable criteria.
- The financial statements referred to above are fairly presented in conformity with U.S. GAAP and include all properly classified funds and other financial information of the primary government and all component

A PRIME COMMUNITY
meridian.mi.us

units required by generally accepted accounting principles to be included in the financial reporting entity.

- We acknowledge our responsibility for the design, implementation, and maintenance of internal control relevant to the preparation and fair presentation of financial statements that are free from material misstatement, whether due to fraud or error.
- We acknowledge our responsibility for the design, implementation, and maintenance of internal control to prevent and detect fraud.
- Significant assumptions we used in making accounting estimates are reasonable.
- Related party relationships and transactions, including revenues, expenditures/expenses, loans, transfers, leasing arrangements, and guarantees, and amounts receivable from or payable to related parties have been appropriately accounted for and disclosed in accordance with the requirements of U.S. GAAP.
- All events subsequent to the date of the financial statements and for which U.S. GAAP requires adjustment or disclosure have been adjusted or disclosed. No events, including instances of noncompliance, have occurred subsequent to the balance sheet date and through the date of this letter that would require adjustment to or disclosure in the aforementioned financial statements.
- The effects of all known actual or possible litigation, claims, and assessments have been accounted for and disclosed in accordance with U.S. GAAP.
- Guarantees, whether written or oral, under which the Township is contingently liable, if any, have been properly recorded or disclosed.
- We believe that the actuarial assumptions and methods used to measure pension and OPEB liabilities and costs for financial accounting purposes are appropriate in the circumstances.
- Tax abatement agreements have been properly disclosed in the notes to the financial statements.

Information Provided

- We have provided you with:
 - Access to all information, of which we are aware, that is relevant to the preparation and fair presentation of the financial statements, such as records, documentation, and other matters.
 - Additional information that you have requested from us for the purpose of the audit.

- Unrestricted access to persons within the Township from whom you determined it necessary to obtain audit evidence.
 - Minutes of the meetings of the Township Board, the Downtown Development Authority, the Economic Development Corporation, the Elected Officials Compensation Commission, the Pension Board, the Land Preservation Advisory Board, and the Park Commission or summaries of actions of recent meetings for which minutes have not yet been prepared.
- All material transactions have been recorded in the accounting records and are reflected in the financial statements.
 - We have disclosed to you the results of our assessment of the risk that the financial statements may be materially misstated as a result of fraud.
 - We have no knowledge of any fraud or suspected fraud that affects the Township and involves:
 - Management,
 - Employees who have significant roles in internal control, or
 - Others where the fraud could have a material effect on the financial statements.
 - We have no knowledge of any allegations of fraud or suspected fraud affecting the Township's financial statements communicated by employees, former employees, regulators, or others.
 - We have no knowledge of instances of noncompliance or suspected noncompliance with provisions of laws, regulations, contracts, or grant agreements, or abuse, whose effects should be considered when preparing financial statements.
 - We have disclosed to you all known actual or possible litigation, claims, and assessments whose effects should be considered when preparing the financial statements.
 - We have disclosed to you the identity of the Township's related parties and all the related party relationships and transactions of which we are aware.

Government-specific


- We have made available to you all financial records and related data.
- There have been no communications from regulatory agencies concerning noncompliance with, or deficiencies in, financial reporting practices.
- We have a process to track the status of audit findings and recommendations.

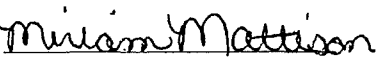
- We have identified to you any previous audits, attestation engagements, and other studies related to the audit objectives and whether related recommendations have been implemented.
- We have provided our views on reported findings, conclusions, and recommendations, as well as our planned corrective actions, for the report.
- The Township has no plans or intentions that may materially affect the carrying value or classification of assets, liabilities, or equity.
- We are responsible for compliance with the laws, regulations, and provisions of contracts and grant agreements applicable to us, including tax or debt limits and debt contracts; and we have identified and disclosed to you all laws, regulations and provisions of contracts and grant agreements that we believe have a direct and material effect on the determination of financial statement amounts or other financial data significant to the audit objectives, including legal and contractual provisions for reporting specific activities in separate funds.
- There are no violations or possible violations of budget ordinances, laws and regulations (including those pertaining to adopting, approving, and amending budgets), provisions of contracts and grant agreements, tax or debt limits, and any related debt covenants whose effects should be considered for disclosure in the financial statements, or as a basis for recording a loss contingency, or for reporting on noncompliance.
- As part of your audit, you assisted with preparation of the financial statements and related notes. We acknowledge our responsibility as it relates to those nonaudit services, including that we assume all management responsibilities; oversee the services by designating an individual, preferably within senior management, who possesses suitable skill, knowledge, or experience; evaluate the adequacy and results of the services performed; and accept responsibility for the results of the services. We have reviewed, approved, and accepted responsibility for those financial statements and related notes.
- The Township has satisfactory title to all owned assets, and there are no liens or encumbrances on such assets nor has any asset been pledged as collateral.
- The Township has complied with all aspects of contractual agreements that would have a material effect on the financial statements in the event of noncompliance.
- We have followed all applicable laws and regulations in adopting, approving, and amending budgets.
- The financial statements include all component units as well as joint ventures with an equity interest, and properly disclose all other joint ventures and other related organizations.

- The financial statements properly classify all funds and activities in accordance with GASB Statement No. 34.
- All funds that meet the quantitative criteria in GASB Statement Nos. 34 and 37 for presentation as major are identified and presented as such and all other funds that are presented as major are particularly important to financial statement users.
- Components of net position (net investment in capital assets; restricted; and unrestricted) and classifications of fund balance (nonspendable, restricted, committed, assigned, and unassigned) are properly classified and, if applicable, approved.
- If applicable, investments, derivative instruments, and land and other real estate held by endowments are properly valued.
- Provisions for uncollectible receivables have been properly identified and recorded.
- Expenses have been appropriately classified in or allocated to functions and programs in the statement of activities, and allocations have been made on a reasonable basis.
- Revenues are appropriately classified in the statement of activities within program revenues, general revenues, contributions to term or permanent endowments, or contributions to permanent fund principal.
- Interfund, internal, and intra-entity activity and balances have been appropriately classified and reported.
- Deposits and investment securities and derivative instruments are properly classified as to risk and are properly disclosed.
- Capital assets, including infrastructure and intangible assets, are properly capitalized, reported, and, if applicable, depreciated.
- The government meets the GASB-established requirements for accounting for eligible infrastructure assets using the modified approach.
- We have appropriately disclosed the Township's policy regarding whether to first apply restricted or unrestricted resources when an expense is incurred for purposes for which both restricted and unrestricted net position are available and have determined that net position was properly recognized under the policy.
- We are following our established accounting policy regarding which resources (that is, restricted, committed, assigned, or unassigned) are considered to be spent first for

expenditures for which more than one resource classification is available. That policy determines the fund balance classifications for financial reporting purposes.

- We acknowledge our responsibility for the required supplementary information (RSI). The RSI is measured and presented within prescribed guidelines and the methods of measurement and presentation have not changed from those used in the prior period. We have disclosed to you any significant assumptions and interpretations underlying the measurement and presentation of the RSI.
- With respect to the other supplementary information (OSI) and the Statistical Section:
 - We acknowledge our responsibility for presenting the OSI and the Statistical Section in accordance with U.S. GAAP, and we believe the OSI and the Statistical Section, including their form and content, are fairly presented in accordance with U.S. GAAP. The methods of measurement and presentation of the OSI and the Statistical Section have not changed from those used in the prior period, and we have disclosed to you any significant assumptions or interpretations underlying the measurement and presentation of the supplementary information.
 - If the OSI and the Statistical Section are not presented with the audited financial statements, we will make the audited financial statements readily available to the intended users of the supplementary information no later than the date we issue the supplementary information and the auditor's report thereon.

Signature: 
Township Manager

Signature: 
Finance Director



12. G.

To: Township Board
From: *Benjamin M. Motil*
Benjamin M. Motil, Economic Development Coordinator
Date: June 1, 2017
Re: EDC Appointment

At the June 1, 2017 Meridian Economic Development Corporation's meeting, the EDC Board recommended Mikhail Murshak to fill a vacant position for a term ending in December 2020. The following motion is offered for Board consideration:

MOVE TO APPOINT MIKHAIL MURSHAK TO THE OPEN BOARD POSITION WITH HIS TERM TO EXPIRE IN DECEMBER 2020.

Attachments:

1. Application for Public Service
2. Mikhail Murshak Resume

G:\Community Planning & Development\Planning\EDC\MEMOS\2017\June

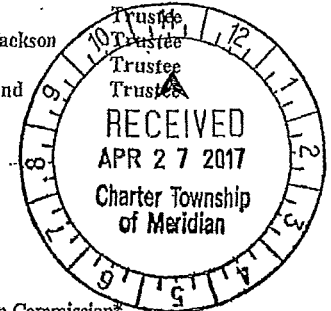
CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland



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 type="checkbox"/> Board of Water and Light Representative* | <input type="checkbox"/> Environmental Commission |
| <input type="checkbox"/> Building and/or Fire Board of Appeals and Building Hearing Officer | <input type="checkbox"/> Lake Lansing Watershed Advisory Committee* |
| <input type="checkbox"/> Capital Area Transportation Authority (C.A.T.A.) | <input type="checkbox"/> Land Preservation Advisory Board |
| <input type="checkbox"/> Communications Commission* | <input type="checkbox"/> Park Commission (elected/appointed) |
| <input type="checkbox"/> Community Resources Commission | <input type="checkbox"/> Pension Trustees |
| <input type="checkbox"/> Corridor Improvement Authority* | <input type="checkbox"/> Planning Commission |
| <input checked="" type="checkbox"/> Downtown Development Authority* | <input type="checkbox"/> Township Board (elected/appointed) |
| <input type="checkbox"/> East Lansing-Meridian Water & Sewer Authority | <input type="checkbox"/> Transportation Commission* |
| <input checked="" type="checkbox"/> Economic Development Corporation | <input type="checkbox"/> Zoning Board of Appeals |
| | <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: *Long time meridian township resident & Intellectual Property Attorney looking to be more involved in community.*
Describe education, experience or training which will assist you if appointed. (Attach resume if available)

Name: Mikhail Murshak
Occupation: Attorney Place of Employment: Murshak Law, PLLC / Merit Labs, INC
Home Address: 1437 Cheboygan Rd, Okemos, MI 48864
Phone: (days) 5172143078 (evenings) _____ E-mail murshak.law@gmail.com
Signature [Signature] Date 4-27-17

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	<u>4.27.17</u>	Distro: <u>RS FW</u>	Application # <u>DDA 1704</u>
Registered Voter:	<u>(Y) N</u>	<u>MK BM</u>	<u>EDL 1703</u>
Date Appointed:		<u>BD MEMBERS</u>	

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 853-4000

www.meridian.mi.us



MIKHAIL MURSHAK

1437 Cheboygan Road, Okemos, MI 48864 | (517) 214-3078 | mmurshak@gmail.com

EDUCATION

The University of Connecticut School of Law, Hartford, CT

May 2003

Juris Doctorate

- Oliver Ellsworth Scholarship Recipient
- Alvin Pudlin Memorial Award – First Amendment Rights Award
- CALI Award – Law & Economics

Michigan State University, East Lansing, MI

May 2000

Bachelor of Science in Chemical Engineering

- Member, American Institute of Chemical Engineers (AIChE)

PROFESSIONAL EXPERIENCE

Murshak Law, PLLC, East Lansing, MI

April 2017 – Present

Intellectual Property Attorney

Patent counseling, preparation and prosecution. Focus on local start-up community and assisting with IP acquisition strategy.

Merit Laboratories, East Lansing, MI

March 2017 - Present

Business Development, Corporate Counsel

Assist environmental testing laboratory with certification and compliance. Assist with all legal matters for organization including business to business litigation and obtaining proper licensing. Work with organization leadership to develop strategic plan for advanced analytical testing and government compliance and licensing.

Burris Law, PLLC, Detroit, MI

March 2016 – March 2017

Intellectual Property Counsel

Performed domestic and foreign patent counseling, preparation and prosecution. Worked on technologies related to material science including titanium and nickel based alloys, chemical processes including biomass to biofuel conversion systems, automotive including diesel aftertreatment systems for urea injections, mechanical, and computer/software patents. Drafted patent applications, claims, and amendments. Conducted examiner interviews and led business development initiatives. Led new associate training.

Ascion, LLC, d/b/a Reverie, Bloomfield Hills, MI

October 2013 – March 2016

Intellectual Property Counsel

Performed all aspects of intellectual property portfolio management and acquisition/enforcement strategy, including patent and trademark acquisition and enforcement for Reverie, which is a technology and quality leader in the sleep system and bedding market. Worked directly with CEO, R&D department, General Counsel and director of business development. Developed IP valuation model for determining forward strategy. Established and executed confidentiality policy for engaging third parties. Managed and developed annual IP budget. Drafted and negotiated various business agreements including supplier and vendor agreements, non-disclosure and confidentiality agreements, and compliance documents. Negotiated and drafted license agreements and development agreements with Universities. Assisted general counsel with various warranty issues and drafting of privacy policies to protect trade secrets and otherwise. Assisted with employment policies and hiring practice. Educated company personnel on IP-related issues.

Gifford, Krass, Sprinkle, Anderson, & Citkowski, PC, Troy, MI

January 2013 – October 2013

Associate

Performed patent counseling, preparation, prosecution, and litigation related to automotive, chemical, mechanical, consumer product, and computer/software patents. Specific technology areas included Magnesium ion battery technology for automotive client, pharmaceutical formulas, nanoparticle applications. Drafted patent applications, claims, amendments, and appeal briefs. Performed searches and prepared patentability opinions. Conducted examiner interviews and led business development initiatives.

Dickinson Wright, PLLC, Lansing, MI

September 2007 – December 2012

Associate/Of Counsel

(followed partners from Butzel Long after acquired from Ian C. McLeod)

Performed patent preparation, prosecution, and litigation related to chemical (university level organic chemical process and materials – for Michigan State University), mechanical (automotive), consumer products, and computer/software patents. Drafted patent applications, claims, amendments, and appeal briefs. Technologies included transesterification biofuel separation systems, diamond synthesis, graphene nanoparticle formation, titanium-based alloys for medical implants, among others. Performed searches and prepared patentability opinions.

McCarter & English, Stamford, CT
Associate

March 2006 – September 2007

Performed patent preparation, prosecution, and litigation related to a variety of technologies including mechanical, electrical, medical, and computer patents. Drafted patent applications, claims, and amendments. Prepared and filed trademark and copyright applications.

United Technology Corporation (Pratt & Whitney), East Hartford, CT
Intellectual Property Analyst

November 2004 – March 2006

Managed IP portfolio strategy for innovation group focused on wireless data communication architecture. Drafted patent applications and performed competitive assessment analysis. Conducted searching and monitoring of competitive landscape. Managed contracts and NDAs. Served as: IP liaison between patent department and outside counsel; local export control representative; project manager for government research and development proposal; and group ACE quality improvement representative.

LAW SCHOOL INTERNSHIP EXPERIENCE

McCormick, Paulding, & Huber, Hartford, CT
Intellectual Property Intern

January 2003-May 2003

- Performed various aspects of patent prosecution and research.

Harness, Dickey, & Pierce, Troy, MI
Summer Associate

May 2002 – August 2002

- Performed various aspects of patent prosecution and research: drafted patent applications and responded to office actions. Participated in training exercises.

Cantor Colburn, Hartford, CT
Intellectual Property Intern

May 2001 – December 2001

- Performed various aspects of patent prosecution and research: drafted patent applications and responded to office actions.

ADDITIONAL EXPERIENCE

Western Michigan University (Cooley Law School), Graduate Studies, Lansing, MI
Adjunct Professor – Advanced Patent Office Practice

May 2012 – Present

- Prepare weekly lectures, lessons, assignments, and final exams. Attend to grading. Lead classroom discussion.

University of Connecticut School of Law, Hartford, CT
Street Law Administrator (Teaching Assistant)

August 2002 – May 2003

- Organized and executed law school program where law school students interacted and taught constitutional law principles to inner-city high school civics classes ranging from honors to remedial level.

Michigan State University, East Lansing, MI
Teaching Assistant and Grader

August 1997 – May 2000

- Conducted weekly recitation and held office hours for calculus. Held mid-term and final exam review lectures. Organized and graded exams, quizzes, and homework.

State Court Administrative Office, Lansing, MI
Summer Intern

June 1999 – August 1999

- Prepared and developed a uniform court collections procedure for all circuit and district courts in Michigan. Performed administrative analysis for statewide county civil infraction charges as they comply with state statute.

ADMISSIONS

Michigan Bar
Member

September 2007

New York Bar
Member

March 2007

United States Patent & Trademark Office
Registered Patent Attorney (58,472)

April 2006

Connecticut Bar
Member

November 2003

INTERESTS

Running, Coaching Youth Soccer and Youth Basketball.



To: Board Members

From: _____

Mark Kieselbach, Director of Community Planning and Development

Date: May 26, 2017

Re: Meridian Transportation Commission Recommendations

The Meridian Transportation Commission (MTC) has made two recommendations for the Township Board's consideration. The first recommendation is regarding safety on Grand River Avenue (M-43). The MTC would like the Board to schedule a meeting with representatives from the Michigan Department of Transportation (MDOT) and members of the MTC to discuss ways Grand River Avenue can be modified to improve safety. A copy of the recommendation is attached.

The second recommendation is regarding the improvements to the Okemos/Jolly intersection. With construction starting this year on the improvements the MTC had asked the Ingham County Road Department (ICRD) if audible signals would be installed. The ICRD had indicated because of the cost and higher maintenance needs audible signals were only installed if warranted due to a visually impaired person frequenting the given crossing. Audible signals were not planned to be installed at the Okemos/Jolly intersection. Another issue discussed by the MTC was the improvements did not include a north/south pedestrian crossing on the east side of the intersection. The MTC has recommended the Township Board support a request that the ICRD install audible signals on all four corners of the Okemos/Jolly intersections and support a north/south pedestrian crossing on the east side of Okemos/Jolly intersection.

Attachments

1. Grand River Avenue recommendation
2. MTC April 27, 2017 minutes
3. Okemos/Jolly Intersection site plan

Proposed Recommendations for Meridian Township Transportation Commission

Apr. 27, 2017

By Tim Potter, Vice Chair

In light of the large amount of crashes along M-43 in Meridian Township, the alarming increase in fatal traffic crashes in our state and around the country the past couple years and noting the “Towards Zero Deaths” campaign of Mich. St. Police and MDOT to reduce traffic crashes resulting in fatalities and serious injuries, as well as MDOT’s Guidance for Trunkline Main Streets that sets forth the process for modifications to M-roads, the MTC recommends that the Township Board consider requesting the following of MDOT:

- Schedule a meeting with the Township Board members and interested MTC members to begin formal discussion of the ways in which M-43 can be modified by MDOT in order to improve the safety of all users of the roadway with a special focus on people who are vulnerable using non-motorized means of getting around.

Here's a link to the online tool for viewing the police reports for the pedestrian related crashes for the years 2004-2015 by “Worst Injury in Crash”:

<https://www.michigantrafficcrashfacts.org/querytool/chart/2#q1;2;2015,2014,2013,2012,2011,2010,2009,2008,2007,2006,2005,2004;i42.722084,-84.42752139999999,6000,Okemos+Road,Grand+River+Ave,Meridian+Township;0,37:1&p0|0,49>

APPROVED

CHARTER TOWNSHIP OF MERIDIAN
MERIDIAN TRANSPORTATION COMMISSION (MTC)
MEETING MINUTES OF APRIL 27, 2017

PRESENT: Commissioners: Chair Hackbarth, Vice-Chair Potter, Hudson, Kolbasa
and Vagnozzi

ABSENT: Commissioner Deschaine

STAFF: David Hall, Chief of Police
Mark Kieselbach, Director of Community Planning and Development

1. Call Meeting to Order

Chair Hackbarth called the meeting to order at 6:00 p.m.

2. Approval of Agenda

Commissioner Hudson asked to amend the agenda to make an announcement.

Vice-Chair Potter also asked to amend the agenda so he could read a proposed recommendation.

Commissioner Vagnozzi moved to approve the amended agenda and allow Commissioner Hudson and Vice-Chair Potter to speak at Public Remarks.

Seconded by Commissioner Hudson

VOICE VOTE: Motion carried unanimously

3. Approval of Minutes

Commissioner Vagnozzi asked that the minutes be amended for the last bullet point item on Page 2 to read as follows:

“A signal pedestrian crossing on Okemos Road at the west exit ramp from I-96 would be difficult”.

Vice-Chair Potter moved to approve the amended minutes of March 23, 2017

Seconded by Commissioner Kolbasa

VOICE VOTE: Motion carried unanimously

4. Public Remarks

- Vice-Chair Potter read a proposed recommendation regarding improving safety on M-43 (Grand River Avenue). The recommendation was placed on file.
- Leonard Provencher expressed concern with the sidewalk on the south side of East End Drive not connecting to Park Lake Road.

- Peter Holz stated the need for the Township to establish a “Quiet Zone” that would prohibit the use of train horns when approaching and entering crossings. Commissioner Vagnozzi asked Mr. Holz to provide the Commission with the information he had on the topic.
- Ned Jackson spoke in support of the bicycle trails and public awareness of the trails. He thought the Township should address safety issues and signage related to the bicycle trails.
- Lisa Schools stated she was available as a resource on trail signage.
- Donna Rose spoke in support of audible signals being installed when road improvements are done or existing signals are replaced. She also stated people should be allowed to use Redi-Ride to go to the Meijer store in Bath Township.
- Commissioner Hudson announced CATA was having a Casual Commute Day on May 5, 2017. She encouraged Commission members to attend a CATA board meeting held on the third Wednesday of the month.

5. Communications

Chair Hackbarth indicated the Commission had received a resignation from Phyllis Vaughn. The Commission accepted the communications that had been received and placed on file.

5. Presentation/Discussion

Chair Hackbarth welcomed Derek Perry, Assistant Township Manager/Public Works and Engineering Director and LuAnn Maisner, Parks and Recreation Director.

Derek Perry

- Master Plan for Pedestrian Bicycle Pathway was updated in 2016
- Pathway development started in 1970
- 70 miles of existing pathways
- 21 miles of proposed pathways
- 33 miles of existing paved shoulders
- 37 miles of proposed paved shoulders
- Pathways are 7 feet in width, 8 feet next to curb
- MDOT requires a width of 10 feet
- Sidewalks 5 foot in width (neighborhoods/subdivisions) are not part of the pathway system
- Update on 2016 projects
 - Towner Road pathway (Marsh to Saginaw)
 - Towner Park to Newton Road trail
 - Phase 1 MSU to Lake Lansing trail
 - Tacoma Hills/Sander Farm trail
 - Jolly Road (Ambassador to Van Atta) paved shoulder
- Dedicated millage (.33 mil) for pathways approximately \$547,000 per year
- Developer pays to install pathway at time of development

- Money from Ingham County Trails and Park Millage for trail, pathway and bridge repairs
- A total of \$878,793 was received from the millage for 7 bridges (\$791,121) and trails/pathways (\$87,672)
- Working with MDOT on repair to the pathway on Grand River Avenue
- One-third of Township Pathway Millage used for maintenance and snow removal
- Two-thirds of Township Pathway Millage used for construction
- A portion of the Pathway Millage could be used for safety issues
- 2017 Projects
 - Mount Hope Road (Okemos to Maumee) pathway
 - Jolly Road (east of Summergate) pathway
 - Crosswalk at Okemos Road/Inter-Urban Trail
 - Rectangular Rapid Flashing Beacon (RRFB) yield for pedestrian in the crosswalk
 - Feasibility study of the MSU to Lake Lansing trail for MDOT
 - Bridge repairs
- 2018 and Future Projects
 - Trail/Pathway repairs
 - Phase 1 MSU to Lake Lansing trail
 - Towner Road paved shoulder
 - Jolly Road paved shoulder
 - Phase 2 MSU to Lake Lansing (\$1.2 million EST)
 - Phase 3 MSU to Lake Lansing (3.3 million EST)
 - Gap closures in pathway system
 - Way finding/Informational signs

LuAnn Maisner

- Overview of Central Park Master Plan (279 acres)
- Broadwalk connections across wetlands to connect to paved trails
- Trailhead near existing pond on Central Park Drive
- From trailhead 3-12 feet wide promenades
- Promenades connect to Service Center, Municipal Building and new Farmer's Market at the Meridian Mall
- New Farmer's Market will be an open-air pavilion
- Restrooms, performance platform, play/picnic area will be adjacent to the pavillion
- Public/Private partnership with owner of Meridian Mall
- 20 miles of nature trails in the Parks

7. Commission Discussion/Review

A. Pedestrian Safety Improvements

- Vice-Chair Potter gave an overview of the proposed recommendation related to improving the safety along M-43 (Grand River Avenue)
- Request the Township Board begin formal discussion with MDOT
- Commissioner Deschaine as a Trustee could help facilitate the recommendation

- The Road Department would support a full signal at Woodlake Drive and Jolly Road to aide pedestrian and bicyclists safely crossing

Vice Chair Potter moved to approve the recommendation

Seconded by Commissioner Hudson

VOICE VOTE: Motion carried unanimously

B. Audible Signals

- The Ingham County Road Department did not plan on installing audible signals as part of the improvements to the Okemos/Jolly intersection
- With a high school, businesses, residential homes and CATA bus service in this area there is a need for audible signals
- It is less expensive to install the audible signals now rather than later.

Commissioner Vagnozzi moved the Transportation Commission recommend to the Township Board that the Board support keeping the north/south pedestrian crossing on the east side of the Okemos/Jolly intersection and audible signals at all four corners of the Okemos/Jolly intersection.

Seconded by Commissioner Hudson

VOICE VOTE: Motion carried unanimously

8. Commission Comments

- Possible joint meeting with the City of East Lansing Transportation Commission
- Redi-Ride as a future agenda topic may need several meetings
- Request for information on the Delhi Township Redi-Ride
- Number of riders when school is in session and when school is out of session

9. Future Meeting Dates

- Consensus of the Commission was to meet the third Thursday of each month at 6:00 pm in the Town Hall Room for the rest of this year, except for December when the meeting will be held on December 14th at 6:00 pm in the Town Hall Room.
- The next meeting date is May 25, 2017

10. Adjournment

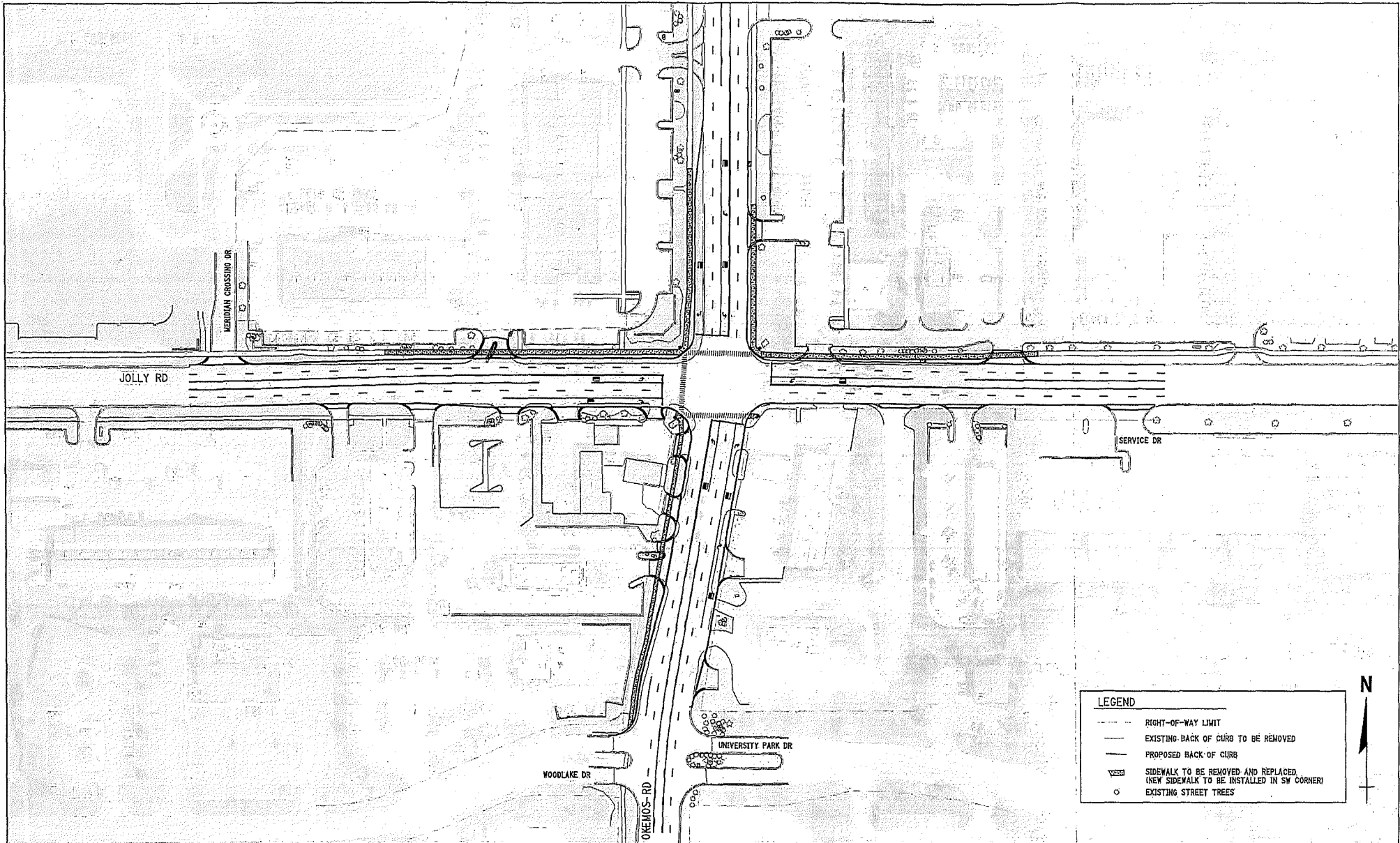
Chair Hackbarth called for a motion to adjourn the meeting

Vice-Chair Potter moved to adjourn the meeting

Seconded by Commissioner Vagnozzi

VOICE VOTE: Motion carried unanimously

Meeting adjourned at 8:10 p.m.



LEGEND	
	RIGHT-OF-WAY LIMIT
	EXISTING BACK OF CURB TO BE REMOVED
	PROPOSED BACK OF CURB
	SIDEWALK TO BE REMOVED AND REPLACED (NEW SIDEWALK TO BE INSTALLED IN SW CORNER)
	EXISTING STREET TREES



FINAL RDY PLAN REVISIONS			SUBMITTAL DATE: 1		
NO.	DATE	AUTH.	NO.	DATE	AUTH.



INGHAM COUNTY
ROAD DEPARTMENT

NO SCALE

FILE:

DATE: 09/12/2016
DESIGN UNIT: 1R01A
TSC: JCRD

CS: EDA 33403
JN: 178516A

SURVEY ALIGNMENTS
OKEMOS RD AT JOLLY RD INTERSECTION

DRAWING SHEET
SURVEY 1



To: Township Board

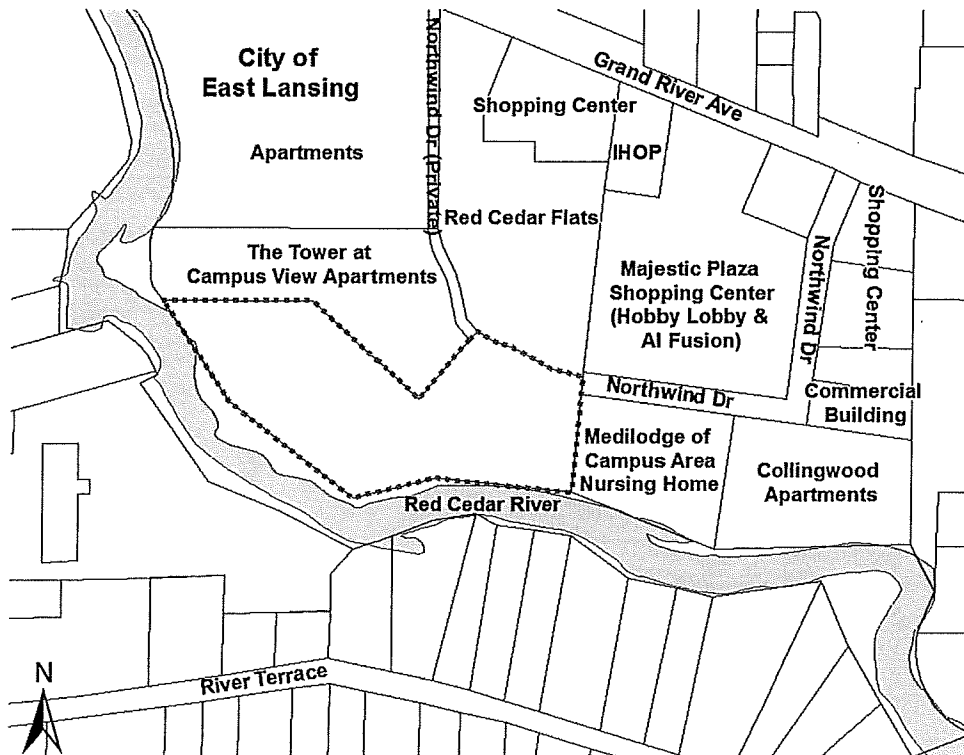
From: *Peter Menser*
Peter Menser
Senior Planner

Date: May 31, 2017

Re: MUPUD concept plan – 2875 Northwind Drive

The mixed use planned unit development (MUPUD) ordinance includes a provision for an applicant to submit a concept plan for concurrent review by the Planning Commission and Township Board. The review provides both the Planning Commission and Township Board an opportunity to offer comments and suggestions on the project design prior to formal MUPUD application. The review is informal; therefore a public hearing and associated noticing are not required.

Red Cedar Flats, LLC has submitted a concept plan for a mixed use project at 2875 Northwind Drive. The 9.13 acre parcel is located in both the PO (Professional and Office) and RCC (Multiple Family-34 dwelling units per acre) zoning districts and is currently occupied by a two-story 40,504 square foot office building that was constructed in 1978. The map below depicts the site location and surrounding land uses.



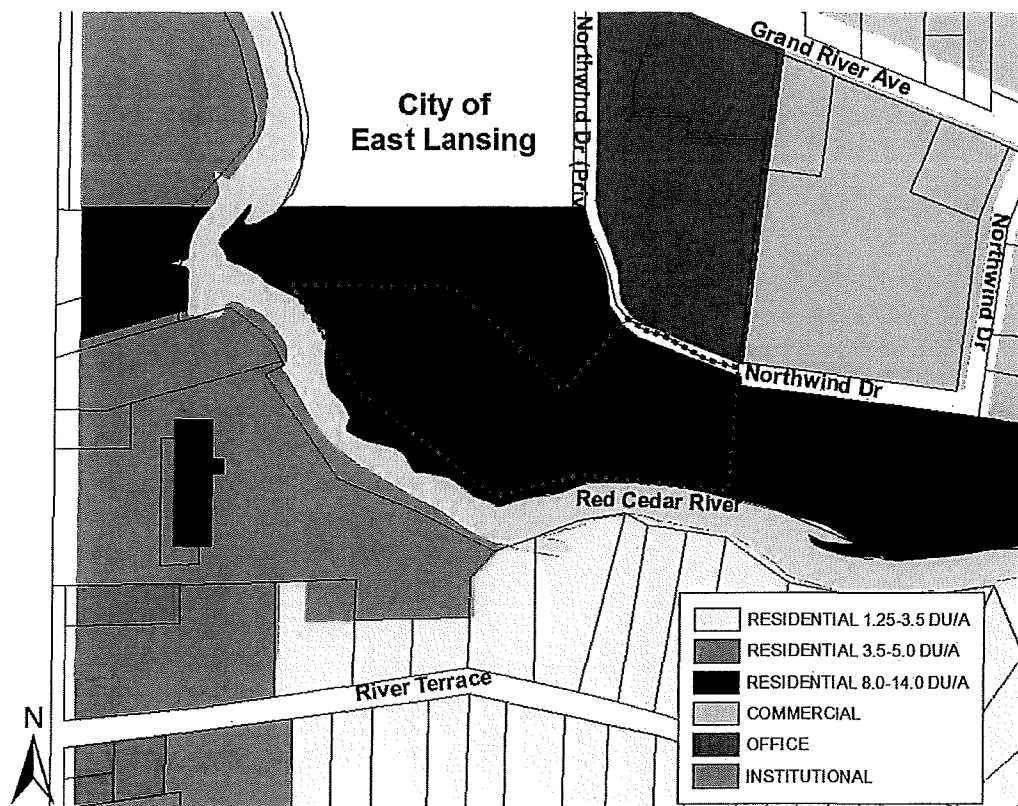
The applicant is proposing to demolish the existing office building and construct a new three-story, 73,200 square foot mixed use building in approximately the same footprint. The new building will have a total of 94 apartments divided amongst the first, second, and third floors, consisting of 77 one bedroom and 17 two bedroom units. A 3,400 square foot commercial space is shown on the first floor of the building. The developer notes that the project may include such amenities as outdoor seating, pocket parks, trail access, covered bicycle racks, and an electric car charging station.

In addition to the MUPUD, a special use permit (SUP) will be required for constructing a building totaling more than 25,000 square feet in gross floor area. The special use permit would be processed concurrently with the MUPUD request.

Master Plan

The property is designated on the Future Land Use Map from the 2005 Master Plan as Residential 8.0-14.0 dwelling units per acre.

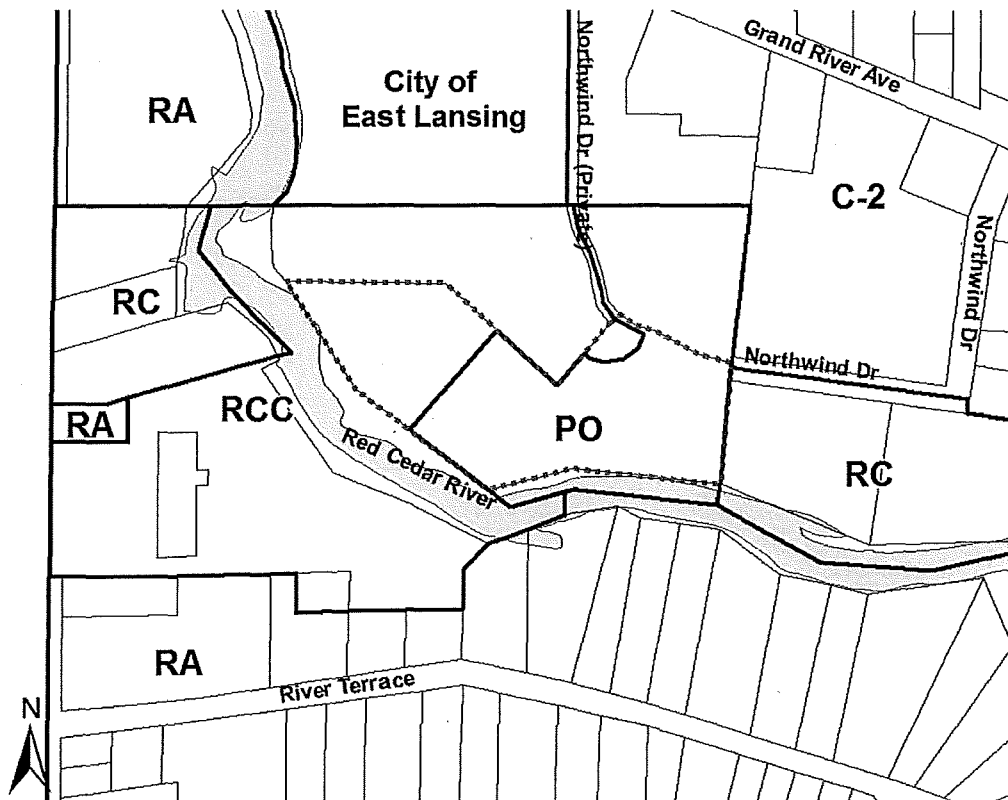
FUTURE LAND USE MAP



Zoning

The subject property is located in the PO (Professional and Office) and RCC (Multiple Family-34 dwelling units per acre) zoning districts. The PO zoning district allows for a MUPUD, but only where public water and sewer are available, and when the MUPUD is adjacent to land zoned and developed in a single-family residential district, the height of buildings in the MUPUD are limited to being no taller than the abutting residential district would allow.

ZONING MAP



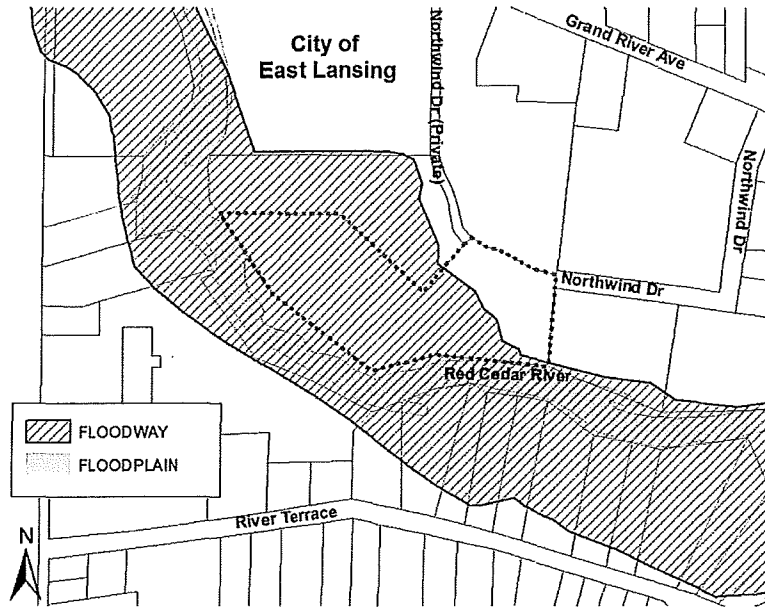
Utilities

The Department of Public Works and Engineering has indicated that municipal water and sanitary sewer are both available to serve the proposed development. The location and capacity of utilities will be reviewed in detail should the project move ahead to a formal submittal.

Floodplain

There is both floodplain and floodway located on the project site. An elevation survey will show the exact location of the floodplain on the property.

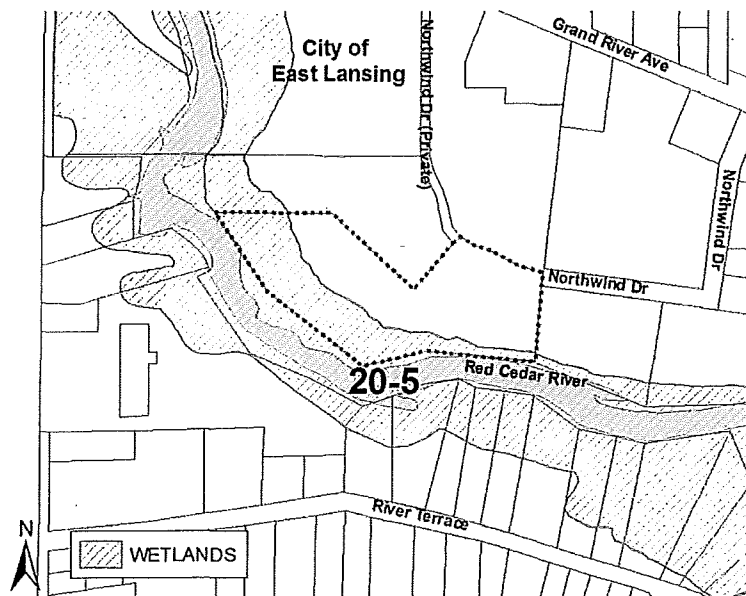
FLOODPLAIN MAP



Wetlands

Township wetland #20-5 is located on the project site. In the area of the existing office building the wetland is limited to the banks of the Red Cedar River.

WETLAND MAP



Staff Analysis

The applicant is proposing to develop the site using the mixed use planned unit development (MUPUD) ordinance. A MUPUD is permitted only on the portion of the property zoned PO (Professional and Office), which is approximately 5.33 acres of the total 9.13 acre site, resulting in a residential density of approximately 17.63 dwelling units per acre (du/a). A MUPUD is allowed up to 14 du/a, but can be increased to 18 du/a for redevelopment of an existing building and when an applicant offers "four or more additional and unique and extraordinary amenities acceptable to the Township."

The MUPUD ordinance generally waives the standard requirements for lot size, yards, frontage requirements, setbacks, maximum impervious surface, and type and size of dwelling unit, provided the purpose and intent of the ordinance are incorporated into the overall development plan. The MUPUD ordinance is intended to provide flexibility for the Planning Commission and Township Board to set appropriate standards during the review process.

All uses permitted by right and by special use permit in the underlying zoning district are allowed in a MUPUD. A MUPUD in the PO zoning district allows only neighborhood-oriented commercial uses such as personal service establishments, restaurants and cafes (bars/taverns are prohibited), grocery stores, banks, or retail. The type, size, and location of the proposed commercial uses must be depicted on a site plan and approved by the Township Board at the time the MUPUD is considered.

The Pedestrian Bicycle Master Plan calls for a 10 foot wide paved trail along the south side of the subject property. The trail would stretch from Hagadorn Road to Park Lake Road along the north side of the Red Cedar River, and ultimately out to Lake Lansing. Staff has apprised the developer of the planned trail, which is still in the planning phase.

The Planning Commission reviewed the concept plan at their May 22, 2017 meeting and had the following comments:

- Possibility of rezoning the PO portion of the property to RCC and develop using RCC standards
- Question about demand for apartments in the area
- Proposed trail is draw to property, proposed project could serve trail patrons
- Concern over existing parking lot in floodplain
- Concern over traffic at private portion of Northwind Drive at Grand River Avenue
- Applicant should consider adding affordable housing component to project
- Concern over building size and proposed number of units

If the applicant decides to move ahead with the MUPUD a formal public hearing will be scheduled with the Planning Commission and required public notices will be sent out. In a MUPUD the Planning Commission makes a recommendation on the project and the Township Board makes the final decision.

Township Board Options

The Township Board may comment and/or offer suggestions on the project design of the proposed MUPUD.

Attachments

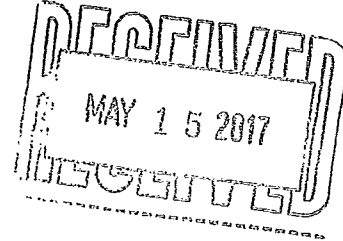
1. Letter from Ronald A. Calhoun dated May 12, 2017 and received by the Township on May 15, 2017.
2. Site rendering and building elevations dated May 5, 2017 and received by the Township on May 5, 2017

G:\Community Planning & Development\Planning\MIXED USE PLANNED UNIT DEVELOPMENTS (MUPUD)\2017\Northwind Concept\2875 Northwind MUPUD concept.tb1.doc

RED CEDAR FLATS

May 12, 2017

Mr. Peter Menser
Senior Planner
Community Planning and Development
Meridian Charter Township
5151 Marsh Road
Okemos, Michigan 48864



RE: 2875 Northwind Drive
Concept Plan

Dear Peter:

Please find enclosed our Concept Plan and survey for the redevelopment of 2875 Northwind Drive.

The site contains +/-9.19 acres, bounded on the North by Northwind Drive (private) on the South by the Red Cedar River. The current zoning is PO. The site is bounded by RC zoning on the east and RCC zoning on the West and Southwest. The southeast corner adjoins a RA zoning tract on the south side of the Red Cedar River. We are planning to construct a mixed use planned unit development (MUPUD).

Currently there is one (1), two (2) story building on the site that was constructed between 1974 and 1977, containing approximately 40,654 square feet.

The proposed "redevelopment" would have one (1) building located in the same area of the existing building. The footprint would cover about 6.09% of the site. This would have minimal impact to the surrounding uses and drainage runoff to the Red Cedar River. A portion of the site is located in the Red Cedar River floodway.

The building would be replaced with a "mixed-use" building, three (3) stories in height containing about 3,400 square feet of commercial/office/retail space and 94 dwelling units. The footprint would be approximately the size of the existing foot print, about 24,400 square feet. All of the dwelling units will be one (1) or two (2) bedroom units, ranging in size from 550 square feet to 800 square feet. The building will not exceed thirty-five (35) feet in height. The architectural style of the building will be similar to the mixed-use building under construction at 5030 Northwind Drive.



Peter Menser
May 12, 2017
Page 2 of 2

This "redevelopment" will provide pedestrian, bicycle and vehicular connections to Grand River Avenue. Several sitting areas and "pocket" parks are planned, along with covered bicycle rack areas. The density will be less than 10.23 units per acre.

We will be providing approximately 156 parking spaces. 17 spaces for the commercial/office space, 111 spaces for the residents and 28 for the residential expansion. We will be utilizing the existing parking in the floodplain for a portion of our parking. Only an asphalt overlay is planned for that area, so that there will be minimal impact to the flood plain.

The uses in the commercial/office space will comply with the requirements of the PO District.

Several amenities are being considered. The possible amenities, are: Electric Car charging station, provide public access to the proposed Lake Lansing walking and bike trail, covered bicycle storage on site.

A preliminary traffic analysis has been conducted by Traffic Engineering Associates. They have indicated that they do not anticipate any additional traffic being generated by the "redevelopment".

We look forward to presenting our "Concept" plan to the Planning Commission and the Township Board of Trustees in the near future. Please feel free to contact me with any questions at 614-416-8074.

Thank you.

Sincerely,

Red Cedar Flats, LLC

Ronald A. Calhoun

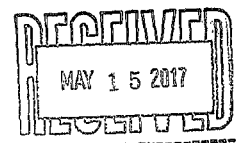
Ronald A. Calhoun, P.E., P.S.

Attachments



RED CEDAR FLATS

PHASE 3



BUILDING DATA:
1-BEDROOMS = 77
2-BEDROOMS = 17
TOTALS = 94 UNITS/111 BEDS
GROSS BUILDING = 73,200 SF

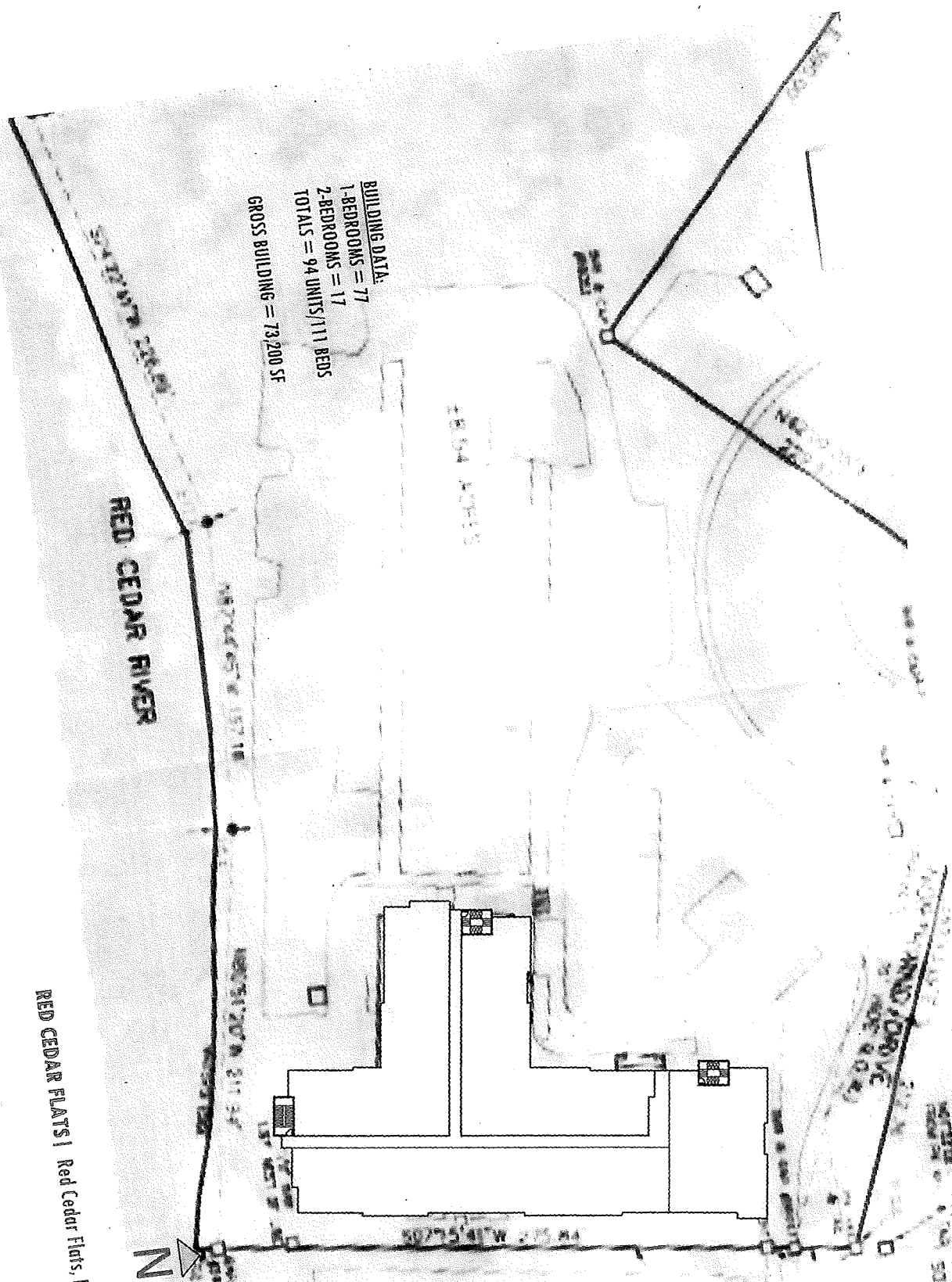
RED CEDAR RIVER

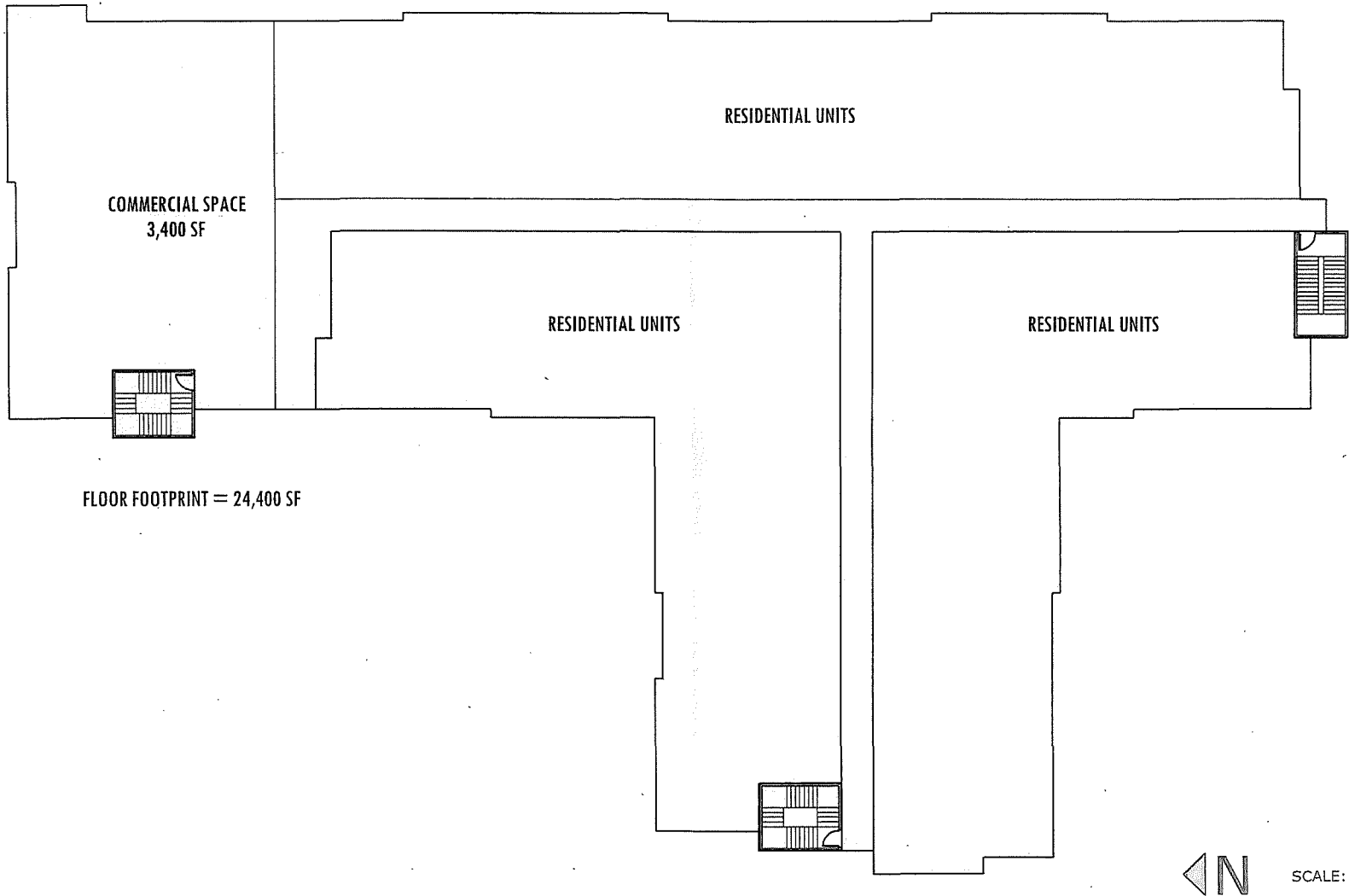
2854 APARTS

LOT 7

N
SCALE: 1"=50'

RED CEDAR FLATS | Red Cedar Flats, LLC | Site Plan | 70620004 | 5.5

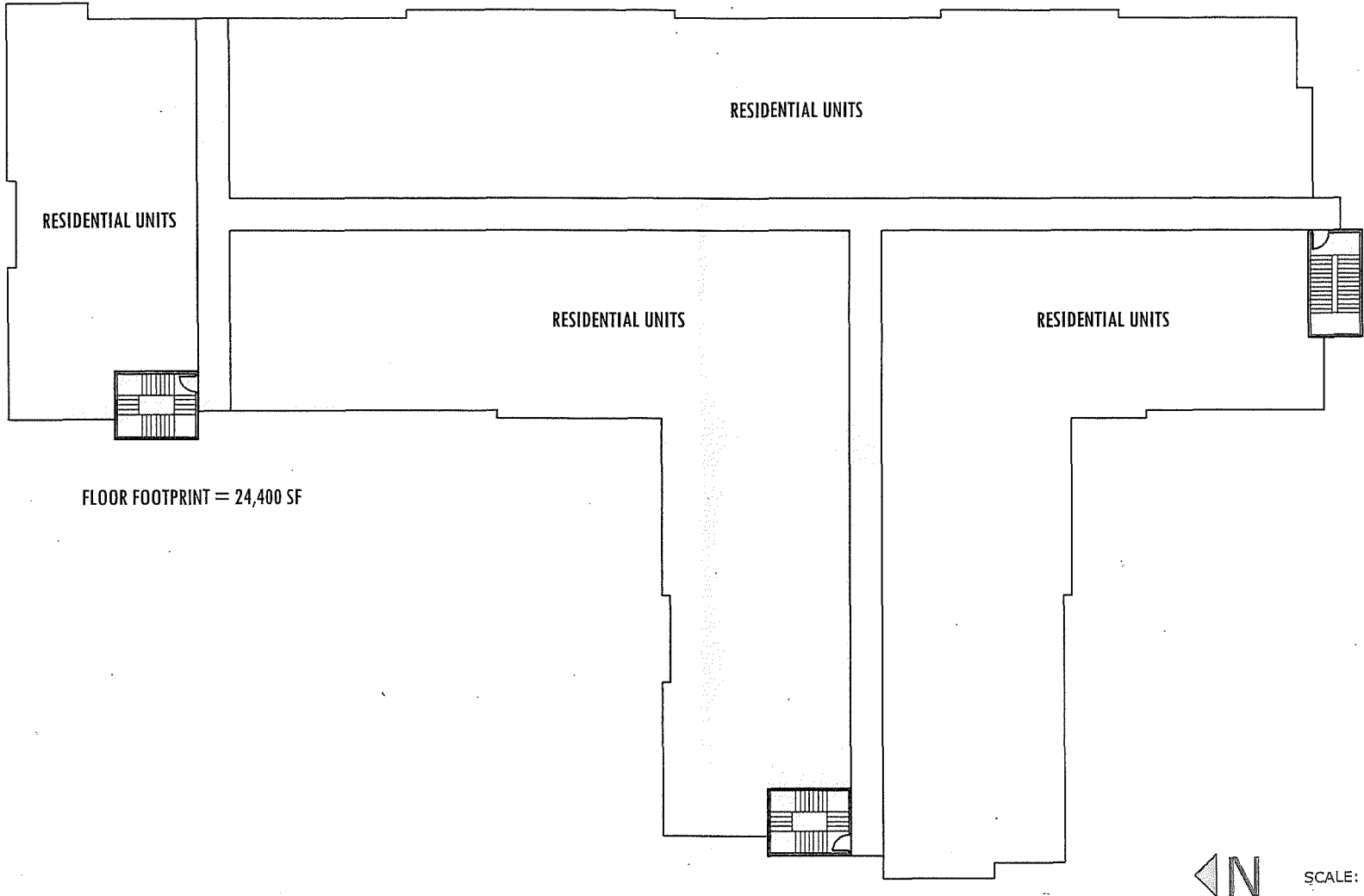




FLOOR FOOTPRINT = 24,400 SF



SCALE: 1"=20'



RESIDENTIAL UNITS

RESIDENTIAL UNITS

RESIDENTIAL UNITS

RESIDENTIAL UNITS

FLOOR FOOTPRINT = 24,400 SF

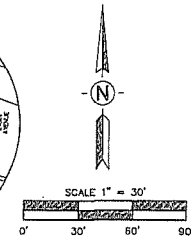
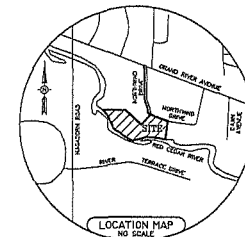


SCALE: 1"=20'

BOUNDARY & TOPOGRAPHIC SURVEY

"2875 NORTHWIND DRIVE AND VACANT GRAND RIVER AVENUE, EAST LANSING, MI 48823"

FOR: MERIDIAN INVESTMENT GROUP, LLC

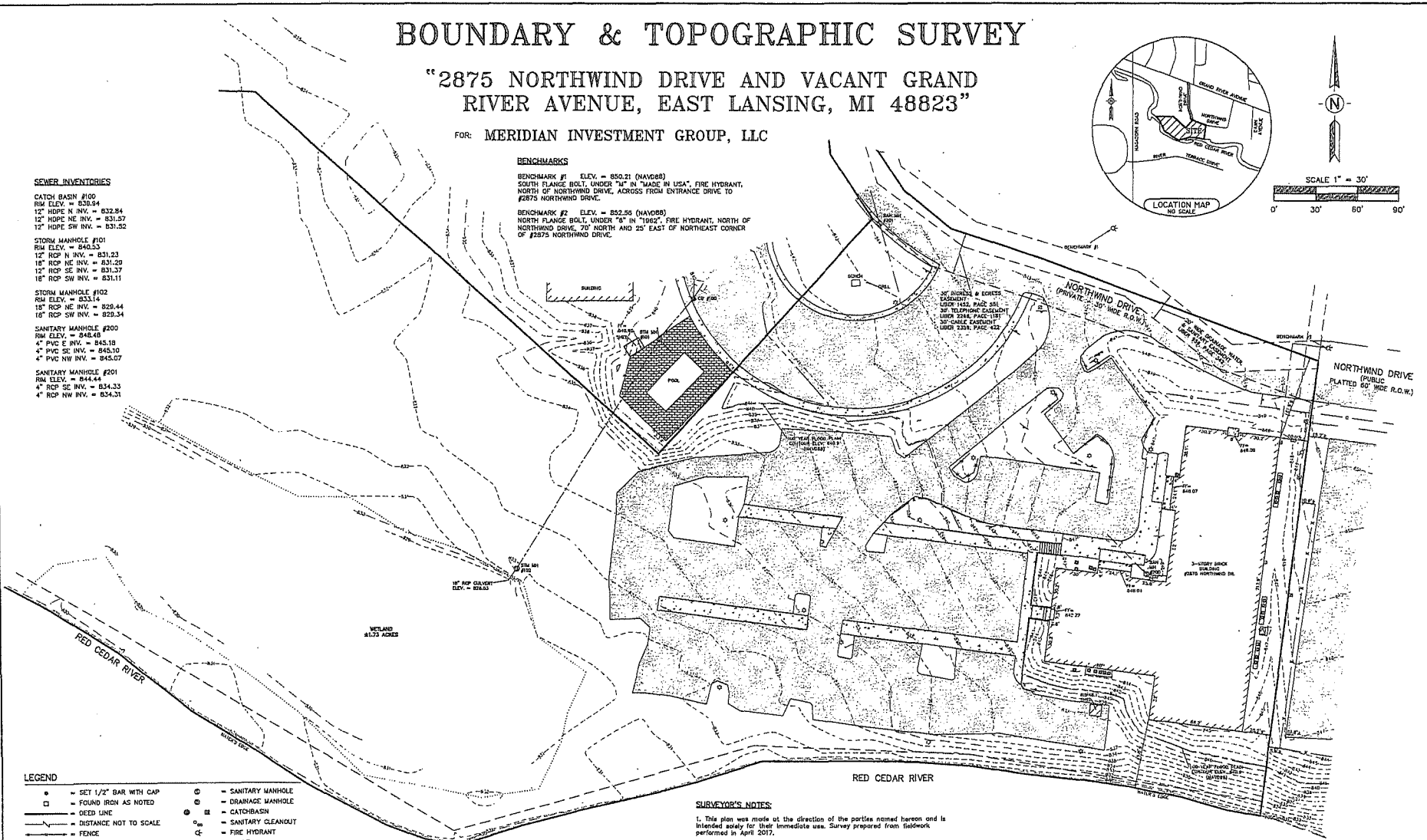


SEWER INVENTORIES

- CATCH BASIN #100**
 RM ELEV. = 838.84
 12" HOPE N INV. = 832.84
 12" HOPE NE INV. = 831.57
 12" HOPE SW INV. = 830.52
- STORM MANHOLE #101**
 RM ELEV. = 840.53
 12" RCP N INV. = 831.23
 16" RCP NE INV. = 831.20
 12" RCP SE INV. = 831.37
 16" RCP SW INV. = 831.11
- STORM MANHOLE #102**
 RM ELEV. = 833.14
 18" RCP NE INV. = 826.44
 16" RCP SW INV. = 829.54
- SANITARY MANHOLE #200**
 RM ELEV. = 848.48
 4" PVC E INV. = 843.19
 4" PVC SE INV. = 845.10
 4" PVC NW INV. = 845.07
- SANITARY MANHOLE #201**
 RM ELEV. = 844.44
 4" RCP SE INV. = 834.33
 4" RCP NW INV. = 834.31

BENCHMARKS

- BENCHMARK #1** ELEV. = 850.21 (NAVD88)
 SOUTH FLANGE BOLT, UNDER "M" IN "MADE IN USA", FIRE HYDRANT,
 NORTH OF NORTHWIND DRIVE, ACROSS FROM ENTRANCE DRIVE TO
 #2875 NORTHWIND DRIVE.
- BENCHMARK #2** ELEV. = 852.55 (NAVD88)
 NORTH FLANGE BOLT, UNDER "A" IN "1962", FIRE HYDRANT, NORTH OF
 NORTHWIND DRIVE, 70' NORTH AND 25' EAST OF NORTHEAST CORNER
 OF #2875 NORTHWIND DRIVE.



LEGEND

- = SET 1/2" BAR WITH CAP
- = FOUND IRON AS NOTED
- = DEED LINE
- = DISTANCE NOT TO SCALE
- = FENCE
- = ASPHALT
- = CONCRETE
- = BRICK
- = EXISTING CONTOUR ELEVATION
- = SANITARY SEWER
- = STORM SEWER
- = GAS LINE
- = OVERHEAD WIRES
- = SANITARY MANHOLE
- = DRAINAGE MANHOLE
- = CATCH-BASIN
- = SANITARY CLEANOUT
- = FIRE HYDRANT
- = VALVE
- = UTILITY POLE
- = LIGHT POLE
- = GUY WIRE
- = UTILITY PEDESTAL
- = TRANSFORMER
- = SIGN
- = POST
- = AIR CONDITIONING UNIT

SURVEYOR'S NOTES

- This plan was made at the direction of the parties named herein and is intended solely for their immediate use. Survey prepared from fieldwork performed in April 2017.
- All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the Lansing CORS.
- All dimensions are in feet and decimals thereof.
- All elevations are North American Vertical Datum of 1988 (NAVD88).
- No building tie dimensions are to be used for establishing the property lines.
- Wellheads shown are as delineated by Mark Wetlands, LLC, on March 17, 2017.

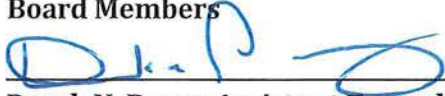
PRELIMINARY

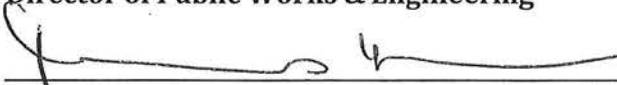
ERICK R. FRIESTROM DATE
 PROFESSIONAL SURVEYOR NO. 53497

REVISIONS	COMMENTS	KEBS, INC.	ENGINEERING AND LAND SURVEYING
03/23/2017	PRELIMINARY	310 VALETT ROAD, WARRENTON, OR 97146	PH: 503-868-1014 FAX: 503-868-8047
04/18/2017	REVISED PRELIMINARY	Warrenton Office - Ph: 503-781-9800	
	DRAWN BY SSS	SECTION 20, T4N, R1W	
	FIELD WORK BY AH	JOB NUMBER	
	SHEET 2 OF 2		90403.DWG



To: Board Members

From: 
Derek N. Perry, Assistant Township Manager &
Director of Public Works & Engineering


Younes Ishraidi, P.E., Chief Engineer

Date: June 6, 2017

Re: 2017 Order to Maintain Sidewalk
Special Assessment District #17 – Resolutions 1 & 2

Since 1999 the Township has developed a proactive approach to minimize residential sidewalk hazards and potential liability to the Township by adopting a sidewalk replacement program.

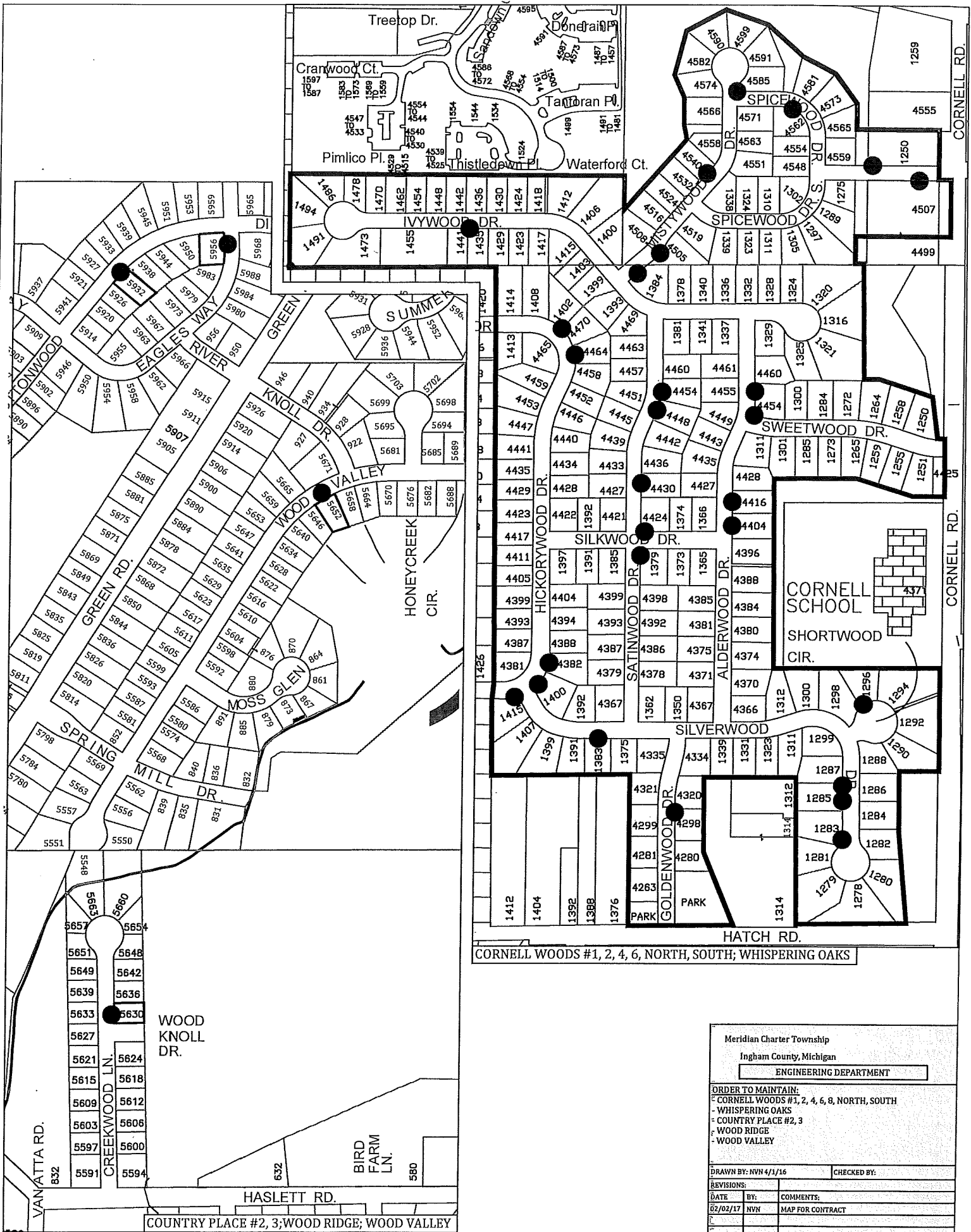
In accordance with ordinance Section 58-32b, and Section 58-32d, the Township Board may order the repair of defective sidewalks. If the property owner fails to repair the sidewalk within 20 days after written notification, the Township may repair or replace the sidewalk and bill the cost of construction to the property owner.

As part of the ongoing sidewalk replacement program for this year, engineering staff has designated locations in Sections 3, 4, 5, 8, 12, 23, and 26 to continue the sidewalk replacement program. The proposed project areas include the following subdivisions: Briarwood #4; Crestwood #3; Cornell Woods #1, 2, 4, 6, North & South; Country Place #2 & 3; Heritage Hills & Heritage Hills #3 & #4; Whispering Oaks; Whitehills Lakes & Whitehills Lakes #2, 3, 4, & 6; Whitehills Woods #2, 3, & 5; Wilkshire #2; Wood Ridge; Wood Valley; and 4507 Cornell Road.

The following motion is offered for your consideration:

“Move to approve 2017 Order to Maintain Sidewalk Special Assessment District #17 – Resolutions #1 and #2, which tentatively approves the improvements and the cost estimates of proposed improvements, and sets the date for a public hearing on July 18, 2017.”

Attachments



● CONCRETE REPLACEMENT LOCATION

Meridian Charter Township
 Ingham County, Michigan
ENGINEERING DEPARTMENT

ORDER TO MAINTAIN:
 - CORNELL WOODS #1, 2, 4, 6, 8, NORTH, SOUTH
 - WHISPERING OAKS
 - COUNTRY PLACE #2, 3
 - WOOD RIDGE
 - WOOD VALLEY

DRAWN BY: NVN 4/1/16 CHECKED BY:

REVISIONS:		
DATE	BY:	COMMENTS:
02/02/17	NVN	MAP FOR CONTRACT

SCALE: PAGE:



WHITEHILLS LAKES & #2, 3, 4, 6; WHITEHILLS WOODS & #2, 3, 5

● CONCRETE REPLACEMENT LOCATION

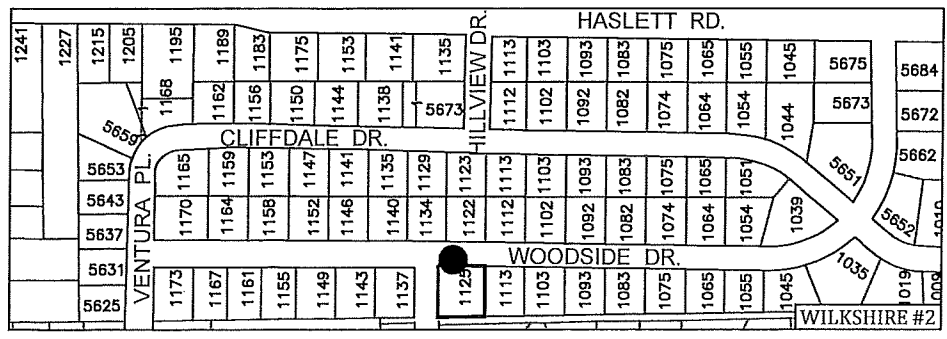
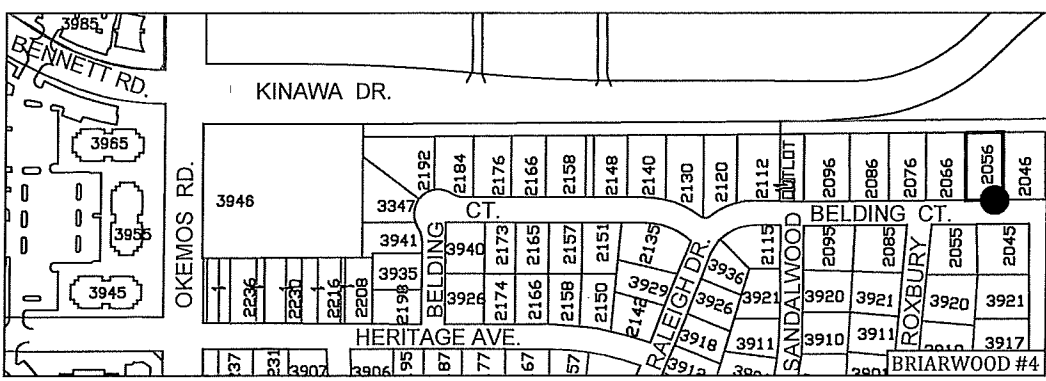
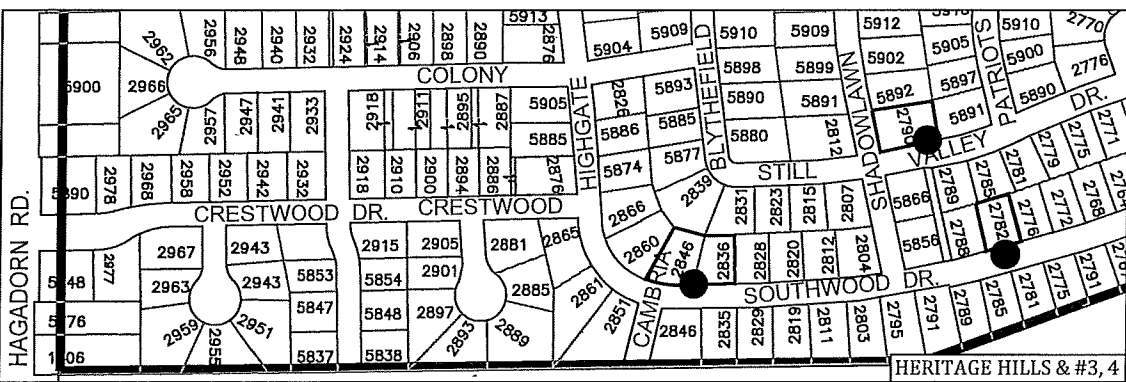
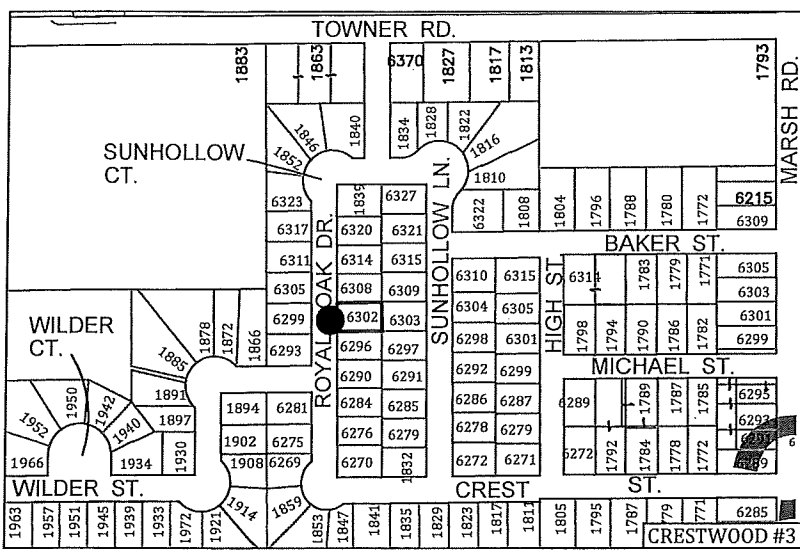
Meridian Charter Township
 Ingham County, Michigan
 ENGINEERING DEPARTMENT

ORDER TO MAINTAIN:
 - WHITEHILLS LAKES & #2, 3, 4, 5, 6
 - WHITEHILLS WOODS & #2, 3, 5

DRAWN BY: NVH 4/1/16 CHECKED BY:

REVISIONS:
 DATE BY: COMMENTS:
 02/02/17 NVH MAP FOR CONTRACT

SCALE: PAGE:
 NTS



● CONCRETE REPLACEMENT LOCATION

Meridian Charter Township Ingham County, Michigan		
ENGINEERING DEPARTMENT		
ORDER TO MAINTAIN: - BRIARWOOD #4 - CRESTWOOD #3 - HERITAGE HILLS & #3, 4 - WILKSHIRE #2		
DRAWN BY: NVN 4/1/16		CHECKED BY:
REVISIONS:		
DATE	BY:	COMMENTS:
02/02/17	NVN	MAP FOR CONTRACT
SCALE:	PAGE:	
NTS		

**2017 ORDER TO MAINTAIN SIDEWALK
SPECIAL ASSESSMENT DISTRICT NO. 17
RESOLUTION NO. 1**

DRAFT

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held in the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, (517) 853-4000 on Tuesday, June 20, 2017, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____
and supported by _____.

WHEREAS, Township personnel have performed field inspections of public sidewalk and have identified and marked sections of defective sidewalk in the following areas:

(SEE ATTACHED LEGAL DESCRIPTION) and,

WHEREAS, the Township Board acting on its own initiative as permitted by Act 188, Public Acts of Michigan, 1954, as amended, tentatively declares its intention to make the following public improvement: Repair and maintain sidewalk in portions of the aforementioned areas; and,

WHEREAS, Township Ordinance Section 58-32b places the duty to maintain the sidewalk in a good and usable condition with the adjacent property owner; and,

WHEREAS, Township Ordinance Section 58-32d states whenever the Township Board deems it a necessary public improvement to require the maintenance of a sidewalk, the Township Board may, after a public hearing, order the maintenance of a sidewalk and establish an assessment district of the benefited property. The adjacent property owner will be allowed 20 days to perform the work, and if not completed, the Township shall proceed with the work and assess the cost in accordance with the assessment district; and,

WHEREAS, the Township Board desires to proceed with this public sidewalk improvement.

NOW, THEREFORE, BE IT RESOLVED the Township Engineer is hereby ordered to prepare a list of the improvement locations and estimates of the cost thereof, pursuant to the project as previously set forth in this resolution.

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, Michigan, **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, June 20, 2017.

Brett Dreyfus, CMMC, Township Clerk

2017 ORDER TO MAINTAIN SIDEWALK
SPECIAL ASSESSMENT DISTRICT #17

DRAFT

RESOLUTION NO. 2

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, June 20, 2017, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____.

WHEREAS, the Township Board of the Charter Township of Meridian acting on its own initiative, as permitted by Act 188, Public Acts of Michigan, 1954, as amended, deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to make the following described public sidewalk improvements: Repair and Maintain Sidewalk, in the following areas:

(SEE ATTACHED LEGAL DESCRIPTION)

and to defray the cost thereof by special assessment against the properties specially benefited thereby in accordance with Township Ordinance 58-32d; and,

WHEREAS, the Township Board has caused to be prepared by the Township Engineer, a list of the improvement locations and an estimate of the cost thereof; and,

WHEREAS, the same has been received by the Township Board; and,

WHEREAS, the Township Board desires to proceed further with the improvements.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, THAT:

1. The list of the improvement locations and an estimate of the cost thereof be filed with the Township Clerk and be available for public examination.
2. The Township Board tentatively declares its intention to make the public sidewalk improvements previously listed in this resolution.
3. There is hereby tentatively designated a special assessment district against which the cost of said improvement is to be assessed, consisting of the lots and parcels of land described as:

(SEE ATTACHED LEGAL DESCRIPTION)

DRAFT

**2017 Order to Maintain Sidewalk
Special Assessment District No. 17
Resolution No. 2
Page 2**

- 4. The Township Board shall meet in the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI on Tuesday, July 18, 2017 at 6:00 p.m. at which time and place the Township Board will hear objections to the improvement and to the special assessment district therefore.
- 5. The Township Clerk is hereby ordered to cause notice of such hearing and the fact that the Township Board is proceeding with this project to be published twice prior to said hearing in a newspaper of general circulation in the Township, the first publication to be at least ten (10) days before the time of the hearing, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, and shall cause said notice to be mailed by first class mail to all record owners of, or parties with interest in property in the special assessment district, at the addresses shown on the current tax records of the Township, at least ten (10) full days before the date of said hearing.
- 6. Said notice shall be in substantially the following form: **(SEE ATTACHED)**
- 7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

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, June 20, 2017.

Brett Dreyfus, CMMC, Township Clerk
Charter Township of Meridian

DRAFT

Parcel Number
Owner
Owner Address
City, State ZIP

SUBJECT PROPERTY:
Property Address
City, State ZIP

2017 ORDER TO MAINTAIN SIDEWALK

PUBLIC HEARING

July 18, 2017 AT 6:00 PM

**TO THE RECORD OWNERS OF, OR PARTIES IN INTEREST IN, THE FOLLOWING PROPERTY
CONSTITUTING THE PROPOSED SPECIAL ASSESSMENT DISTRICT:**

(SEE ATTACHED LEGAL DESCRIPTION)

Township Ordinance Section 58-32 places the duty to maintain the sidewalk in a good and usable condition with the adjacent property owner; and also states the Township Board may order the maintenance of the sidewalk and establish an assessment district of the benefited properties. The adjacent property owner will be allowed 20 days, from date of notification, to perform the work, and if not completed, the Township shall proceed with the work and assess the cost in accordance with the assessment district.

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Meridian, acting on its own initiative as permitted by Act 188, Public Acts of Michigan, 1954, as amended, has determined for the public health, safety, and welfare of the Township and its inhabitants to make the following described public sidewalk improvements: repair and maintain sidewalk in the aforementioned proposed special assessment district and to defray the cost thereof by special assessment against the properties specially benefited thereby.

Plans and estimates have been prepared and are on file with the Township Clerk for public examination.

TAKE FURTHER NOTICE that the Township Board will meet Tuesday, July 18, 2017, at 6:00 p.m. at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, for the purpose of hearing objections, written or oral, to the proposed improvement, special assessment, and the special assessment district therefore. The Township Board is also interested in hearing those that favor the proposed project.

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest the project, the special assessment district, or the special assessment, or shall be permitted to file his or her appearance or protest by letter before the hearing and his or her personal appearance shall not be required.

"FOR PURPOSES OF THIS HEARING, THE AMOUNT TO BE ASSESSED AGAINST YOUR PROPERTY IS ESTIMATED TO BE \$ _____."

Dated: _____, 2017

Brett Dreyfus, CMMC, Township Clerk
Charter Township of Meridian

2017 ORDER TO MAINTAIN SIDEWALK SAD #17

LEGAL DESCRIPTION

Briarwood #4, Section 33 Lot 147
Cornell Woods #1, Section 26 Lots 25, 26, 27, 40, 43, 44, 47, 48, 51
Cornell Woods #2, Section 26 Lots 57, 58, 59
Cornell Woods #4, Section 26 Lots 83, 84, 95, 96, 97, 98, 107
Cornell Woods #6, Section 26 Lots 129, 130, 133
Cornell Woods North, Section 26 Lots 6, 7
Cornell Woods South, Section 26 Lots 5, 6

Country Place Subdivision #2, Section 12

Lot 53 excluding beginning at the most northeasterly corner of lot 53; thence southwesterly on the lot line 7 feet; thence northwesterly to the most northerly line of lot 53 at a point 50 feet northwesterly of the point of beginning; thence southeasterly on the northerly lot line 50 feet to the point of beginning.

Country Place Subdivision #3, Section 12 Lot 57

Crestwood #3, Section 3 Lot 41

Heritage Hills, Section 8 Lot 46

Heritage Hills #3, Section 8 Lots 97, 119

Heritage Hills #4, Section 8 Lot 150

Whispering Oaks Subdivision, Section 23 Lots 1, 14, 22, 33, 37

Whispering Oaks Commons (Private) – Between **Whispering Oaks Subd.**, Lots 10 and 37

Whitehills Lakes, Section 5

Lot 1, excluding the south 25 feet thereof.

Whitehills Lakes #2, Section 5 Lots 38, 45, 54

Lot 44 including a part of lot 43, beginning at the northwest corner of lot 43; thence S66°19'46"E 63.16 feet; thence S05°27'38"W 187.90 feet to the north right-of-way line of Island Lake Drive; thence on a curve to the left on said right-of-way 60.62 feet having a radius of 510.96 feet and a chord of 60.58 feet bearing N76°35'15"W to the southeast corner of lot 44; thence N05°27'38"E on the east line of lot 44 a distance of 199.26 feet to the point of beginning.

Lot 46 including a part of lot 47, beginning at the southeast corner of lot 47; thence S45°16'22"W on the south lot line 191.93 feet to the northeasterly right-of-way line of Island Lake Drive; on a curve to the right on said right-of-way 24.51 feet having a radius of 243.45 feet and a chord of 24.50 feet bearing N31°44'07"W; thence N45°06'22"E 183.74 feet; thence S51°08'25"E 24 feet to the point of beginning.

Lot 58 including a part of lot 65, Whitehills Lakes Subdivision #3, beginning at the northeasterly corner of lot 65; thence N57°W along the northwesterly lot line to the northwesterly corner of lot 65; thence S33°W along the westerly line of lot 65 a distance of 15 feet; thence S61°45'49"E 180.62 feet to said northeasterly corner of lot 65 and the point of beginning.

Lot 61 including the south 20 feet of lot 62.

Lot 62 excluding the south 20 feet of said lot.

Whitehills Lakes #3, Section 5 Lots 64, 68

Whitehills Lakes #4, Section 5 Lots 92, 94, 100, 101

Whitehills Lakes #6, Section 4 Lot 123

Whitehills Woods #2, Section 4 Lot 31

Lot 30, excluding the south 15 feet thereof.

Whitehills Woods #3, Section 4 Lot 52

Whitehills Woods #5, Section 4

Lot 70 including a part of lot 69, beginning at the southeast corner of lot 68; thence N62°45'43"W on the southerly lot line 136.80 feet to the southwesterly corner of lot 69; thence N08°17'56"E on the westerly lot line 10 feet; thence S58°53'54"E 140.37 feet to the point of beginning.

Wilkshire #2, Section 11 Lot 59

Wood Ridge, Section 12 Lot 20

Wood Valley, Section 12 Lot 76

4507 Cornell, Section 23 – Commencing at the south ¼ corner of section 23; thence along the north-south ¼ line N00°51'20"E 147.7 feet; thence N89°38'40"W 50 feet to the west line of Cornell Road and the point of beginning; thence N89°38'40"W 283 feet to the westerly line of Whispering Oaks Subdivision; thence N00°21'20"E 200 feet; thence S89°38'40"E 283 feet to the west line of Cornell Road; thence S00°21'20"W 200 feet to the point of beginning.

2017 ORDER TO MAINTAIN SIDEWALK
SPECIAL ASSESSMENT DISTRICT NO. 17 - RESOLUTION 1

Repair Address					Mailing Address						Homeowner Cost
Parcel #	Subdivision	Lot No.	Repair Address		Primary Name	Street Address	City	ST	Zip		
1	33-02-02-26-130-004	CORNELL WOODS #6	129	4404	ALDERWOOD	PRYGOSKI, PHILIP J & MARY H	4404 ALDERWOOD DR	OKEMOS	MI	48864	\$232.44
2	33-02-02-26-130-003	CORNELL WOODS #6	130	4416	ALDERWOOD	KOHLER, JOHN O & SUZANNE K	4416 ALDERWOOD DR	OKEMOS	MI	48864	\$169.05
3	33-02-02-26-127-014	CORNELL WOODS #6	133	4454	ALDERWOOD	SHAHINIAN, LEVON & KATHERINE	4454 ALDERWOOD DR	OKEMOS	MI	48864	\$739.59
4	33-02-02-33-226-008	BRIARWOOD SUBDIVISION #4	147	2056	BELDING	MORTON, JOHN K & PAULA	2056 BELDING CT	OKEMOS	MI	48864	\$190.18
5	33-02-02-12-105-015	COUNTRY PLACE SUBDIVISION #2	53-	5932	BUTTONWOOD	TINNEY, SUSAN M	5932 BUTTONWOOD DR	HASLETT	MI	48840	\$169.05
6	33-02-02-12-105-013	COUNTRY PLACE SUBDIVISION #3	57	5956	BUTTONWOOD	GILLISON, KATHRYN M TRUSTEE	5956 BUTTONWOOD DR	HASLETT	MI	48840	\$126.79
7	33-02-02-23-377-005	N/A	N/A	4507	CORNELL	AUSTRINS, GIRTS & ARIJA	4507 CORNELL	OKEMOS	MI	48864	\$507.15
8	33-02-02-12-303-022	WOOD RIDGE	20	5630	CREEKWOOD	HAMILTON, JOHN & JOANNE	5630 CREEKWOOD	HASLETT	MI	48840	\$507.15
9	33-02-02-23-377-011	WHISPERING OAKS SUB.	37	1250	ETHEL	POTTERPIN, TERRY A & RONALD J	1250 ETHEL STR	OKEMOS	MI	48864	\$232.44
10	33-02-02-26-107-003	CORNELL WOODS #1	27	1402	FOREST HILLS	WAGAW, WALELIGN G & SABLEWONGEL TEFERA	1402 FOREST HILLS DR	OKEMOS	MI	48864	\$253.58
11	33-02-02-26-176-012	CORNELL WOODS SOUTH	6	4298	GOLDENWOOD	BALI, VALENTINA A & RAFAEL A AURAS	4298 GOLDENWOOD DR	OKEMOS	MI	48864	\$295.84
12	33-02-02-26-176-011	CORNELL WOODS SOUTH	5	4320	GOLDENWOOD	SEARS, MELISSA J	4320 GOLDENWOOD DR	OKEMOS	MI	48864	\$295.84
13	33-02-02-26-154-007	CORNELL WOODS #2	59	4382	HICKORYWOOD	LATHAM, KEITH E & LISA B	4382 HICKORYWOOD DR	OKEMOS	MI	48864	\$211.31
14	33-02-02-26-107-005	CORNELL WOODS #1	25	4464	HICKORYWOOD	ASMARE, ELSABETH	4464 HICKORYWOOD	OKEMOS	MI	48864	\$211.31
15	33-02-02-26-107-004	CORNELL WOODS #1	26	4470	HICKORYWOOD	LEE, LIK CHUAN & ZENG, DIDIANA	4470 HICKORYWOOD	OKEMOS	MI	48864	\$253.58
16	33-02-02-05-252-028	WHITEHILLS LAKES #2	44 & PT 43	6240	ISLAND LAKE	GILLESPIE, PATRICK K & JENNIFER E	6240 ISLAND LAKE DR	EAST LANSING	MI	48823	\$422.63
17	33-02-02-05-252-021	WHITEHILLS LAKES #2	45	6250	ISLAND LAKE	BEALL, KENNETH W & SANDRA J	6250 ISLAND LAKE	EAST LANSING	MI	48823	\$570.54
18	33-02-02-05-427-001	WHITEHILLS LAKES #2	54	6251	ISLAND LAKE	MOHMAND, HAROON	6251 ISLAND LAKE DR	EAST LANSING	MI	48823	\$139.47
19	33-02-02-05-252-032	WHITEHILLS LAKES #2	46 & PT 47	6270	ISLAND LAKE	KAHL, WILLIAM	6270 ISLAND LAKE DR	EAST LANSING	MI	48823	\$211.31
20	33-02-02-05-201-015	WHITEHILLS LAKES	LOT 1, EXC S 25'	6381	ISLAND LAKE	FULLER, PATRICK LORENZ TRUST	6381 ISLAND LAKE DR	EAST LANSING	MI	48823	\$240.90
21	33-02-02-05-202-017	WHITEHILLS LAKES #4	101	6389	ISLAND LAKE EAST	SCHNEIDER, PAUL & MIRETTE	6389 E ISLAND LAKE DR	EAST LANSING	MI	48823	\$126.79
22	33-02-02-05-202-016	WHITEHILLS LAKES #4	100	6401	ISLAND LAKE EAST	HUHTA, CHRISTOPHER T & ALEXANDRA P	6401 E ISLAND LAKE DR	EAST LANSING	MI	48823	\$126.79
23	33-02-02-05-202-008	WHITEHILLS LAKES #4	92	6442	ISLAND LAKE	TOBIN, MICHAEL J & JULIE M	6442 ISLAND LAKE	EAST LANSING	MI	48823	\$232.44
24	33-02-02-05-202-010	WHITEHILLS LAKES #4	94	6468	ISLAND LAKE	GOBEL, JOHN W	6468 ISLAND LAKE DR	EAST LANSING	MI	48823	\$211.31
25	33-02-02-26-127-001	CORNELL WOODS #1	51	1384	IVYWOOD	ESCHELBACH, MICHELLE & MICHAEL A ESCHELBACH	1384 IVYWOOD DR	OKEMOS	MI	48864	\$139.47
26	33-02-02-23-353-006	CORNELL WOODS NORTH	6	1435	IVYWOOD	LEE, SUNG KI & HYUN JIN	1435 IVYWOOD DR	OKEMOS	MI	48864	\$169.05
27	33-02-02-23-353-007	CORNELL WOODS NORTH	7	1441	IVYWOOD	MAALI, MANOUC & NAHID IPLAKCHI	1441 IVYWOOD DR	OKEMOS	MI	48864	\$169.05
28	33-02-02-23-379-005	WHISPERING OAKS SUB.	WHISPERING OAKS COMMONS (PRIVATE)	0	MISTYWOOD	WHISPERING OAKS ASSOCIATION, ATTN: TREASURER	4563 MISTYWOOD DR	OKEMOS	MI	48864	\$232.44
29	33-02-02-23-378-001	WHISPERING OAKS SUB.	1	4505	MISTYWOOD	BISWAS, SUBIR K & KOVUMAL P	4505 MISTYWOOD	OKEMOS	MI	48864	\$232.44
30	33-02-02-23-379-014	WHISPERING OAKS SUB.	22	4540	MISTYWOOD	LAPHAM, KIRK A & KIMBERLY J	4540 MISTYWOOD	OKEMOS	MI	48864	\$253.58
31	33-02-02-23-379-006	WHISPERING OAKS SUB.	14	4585	MISTYWOOD	ENGAN, KAREN E TRUSTEE	4585 MISTYWOOD	OKEMOS	MI	48864	\$126.79

2017 ORDER TO MAINTAIN SIDEWALK
SPECIAL ASSESSMENT DISTRICT NO. 17 - RESOLUTION 1

32	33-02-02-04-104-013	WHITEHILLS WOODS #3	52	6422	OAKENCLIFFE	MESSING, HARVEY J & ELAINE	6422 OAKENCLIFFE LN	EAST LANSING	MI	48823	\$253.58
33	33-02-02-04-104-002	WHITEHILLS WOODS #2	31	2453	PINE HOLLOW	HUGHES, MICHAEL & SHELIA	2453 PINE HOLLOW DR	EAST LANSING	MI	48823	\$211.31
34	33-02-02-04-104-005	WHITEHILLS WOODS #2	LOT 30, EXC S 15'	2459	PINE HOLLOW	WILLIAMS, GREG & DAWN	6381 WOODCLIFFE LANE	EAST LANSING	MI	48823	\$253.58
35	33-02-02-04-151-003	WHITEHILLS LAKES #6	123	6254	PINE HOLLOW	RUSSELL TRUST, MARGARET A	6254 PINE HOLLOW DRIVE	EAST LANSING	MI	48823	\$316.97
36	33-02-02-05-276-007	WHITEHILLS LAKES #2	38	6290	PINE HOLLOW	HUDGINS, JEFFREY W & SALLY A	6290 PINE HOLLOW	EAST LANSING	MI	48823	\$211.31
37	33-02-02-04-128-007	WHITEHILLS WOODS #5	70 & PT 69	6405	RIDGEPOND	MC ALLISTER, LORI ANN TRUSTEE	6405 RIDGEPOND PLACE	EAST LANSING	MI	48823	\$211.31
38	33-02-02-03-178-025	CRESTWOOD #3	41	6302	ROYAL OAK	BOZUNG, MATTHEW J & KELLY B	6302 ROYAL OAK DRIVE	HASLETT	MI	48840	\$232.44
39	33-02-02-26-128-008	CORNELL WOODS #1	43	4424	SATINWOOD	WAHI, SUNIL K	4424 SATINWOOD DR	OKEMOS	MI	48864	\$139.47
40	33-02-02-26-12-007	CORNELL WOODS #1	44	4430	SATINWOOD	HALL, THOMAS R	4430 STAINWOOD DR	OKEMOS	MI	48864	\$274.71
41	33-02-02-26-128-004	CORNELL WOODS #1	47	4448	SATINWOOD	RUPPERT, DAVID & CHARLOTTE M TRUSTEES	4448 SATINWOOD DR	OKEMOS	MI	48864	\$169.05
42	33-02-02-26-128-003	CORNELL WOODS #1	48	4454	SATINWOOD	FLANDERS, RONALD D & SARA M TRUSTEES	4454 SATINWOOD DR	OKEMOS	MI	48864	\$211.31
43	33-02-02-26-179-005	CORNELL WOODS #4	84	1296	SHORTWOOD CIR	COURTNEY, JOHN A & KRISTEN	1298 SILVERWOOD DR	OKEMOS	MI	48864	\$507.15
44	33-02-02-26-129-001	CORNELL WOODS #1	40	1379	SILKWOOD	BROOKS, ROGER I & LANETTE K	1379 SILKWOOD DR	OKEMOS	MI	48864	\$152.15
45	33-02-02-26-179-018	CORNELL WOODS #4	95	1281	SILVERWOOD	BRANDAU, ANTHONY JAMES & VIRUPANNAVAR, SHANTI	1281 SILVERWOOD DR	OKEMOS	MI	48864	\$169.05
46	33-02-02-26-179-019	CORNELL WOODS #4	96	1283	SILVERWOOD	CROOKS, KIM D & PATRICIA J	1283 SILVERWOOD DR	OKEMOS	MI	48864	\$169.05
47	33-02-02-26-179-020	CORNELL WOODS #4	97	1285	SILVERWOOD	VAN OVERBEKE, DANIEL J & KATHRYN A VANDAGENS	1285 SILVERWOOD DR	OKEMOS	MI	48864	\$443.76
48	33-02-02-26-179-021	CORNELL WOODS #4	98	1287	SILVERWOOD	YEOMANS, MATTHEW M & WON K	1287 SILVERWOOD DR	OKEMOS	MI	48864	\$253.58
49	33-02-02-26-179-004	CORNELL WOODS #4	83	1298	SILVERWOOD	COURTNEY, JOHN ALAN & KRISTEN HECKRODT COURTNEY	1298 SILVERWOOD DR	OKEMOS	MI	48864	\$152.15
50	33-02-02-26-155-005	CORNELL WOODS #4	107	1383	SILVERWOOD	DESCHAIINE, GAIL M & PHILIP A	1383 SILVERWOOD DR	OKEMOS	MI	48864	\$232.44
51	33-02-02-26-154-008	CORNELL WOODS #2	58	1400	SILVERWOOD	BEAL, MELISSA W	1400 SILVERWOOD DR	OKEMOS	MI	48864	\$426.85
52	33-02-02-26-155-001	CORNELL WOODS #2	57	1415	SILVERWOOD	HEBERT, KARA K	1415 SILVERWOOD	OKEMOS	MI	48864	\$202.86
53	33-02-02-08-181-008	HERITAGE HILLS #4	150	2782	SOUTHWOOD	JAKOVAC, SCOTT & SHANNON	2782 SOUTHWOOD DR	EAST LANSING	MI	48823	\$422.63
54	33-02-02-08-180-015	HERITAGE HILLS #3	97	2836	SOUTHWOOD	CHRISTEL, LEO C & MARY L TRUSTEES	2836 SOUTHWOOD DR	EAST LANSING	MI	48823	\$422.63
55	33-02-02-08-180-006	HERITAGE HILLS SUB.	46	2846	SOUTHWOOD	KIDINGER, DAVID B & ROBERTA H	2846 SOUTHWOOD DR	EAST LANSING	MI	48823	\$211.31
56	33-02-02-23-380-007	WHISPERING OAKS SUB.	33	4562	SPICEWOOD	GEVA, PINHAS & DALLA	4562 SPICEWOOD	OKEMOS	MI	48864	\$422.63
57	33-02-02-08-129-007	HERITAGE HILLS #3	119	2790	STILL VALLEY	SCHNEIDER, ROBERT & MARGARET	2790 STILL VALLEY	EAST LANSING	MI	48823	\$583.22
58	33-02-02-05-428-008	WHITEHILLS LAKES #3	64	6210	WHITEHILLS LAKES	OLDHAM, KELLI M & PATRICK R	6210 WHITEHILLS LAKES DR	EAST LANSING	MI	48823	\$211.31
59	33-02-02-05-428-006	WHITEHILLS LAKES #2	58 & PT 65	6230	WHITEHILLS LAKES	WOOD, WARREN W & ANNELIESE C	6230 WHITEHILLS LAKES DR	EAST LANSING	MI	48823	\$211.31
60	33-02-02-05-428-012	WHITEHILLS LAKES #2	LOT 61, INCL S 20' OF LOT 62	6260	WHITEHILLS LAKES	ASHDOWN, BLAKE E & DEBBIE LANE	6260 WHITEHILLS LAKE DR	EAST LANSING	MI	48823	\$507.15
61	33-02-02-05-428-011	WHITEHILLS LAKES #2	LOT 62, EXCL S 20'	6270	WHITEHILLS LAKES	WHITEHILLS LAKES HOMEOWNERS ASSOC	1048 PIERPONT STE 2	LANSING	MI	48911	\$507.15
62	33-02-02-05-427-007	WHITEHILLS LAKES #3	68	6220	WINDRUSH	MARTIN, VAN W & SHARON C	6241 ISLAND LAKE DR	EAST LANSING	MI	48823	\$253.58
63	33-02-02-12-178-002	WOOD VALLEY	76	5652	WOOD VALLEY	BERTRAND, KEITH D & BONNIE G TRUSTEES	5652 WOOD VALLEY DR	HASLETT	MI	48840	\$253.58
64	33-02-02-11-430-001	WILKSHIRE #2	59	1125	WOODSIDE	WARNELL FAMILY TRUST	1125 W WOODSIDE DR	HASLETT	MI	48840	\$270.48
											\$17,471.36



13. D

To: Board Members

From:

Derek N. Perry, Assistant Township Manager &
Director of Public Works & Engineering

Younes Ishraidi, P.E., Chief Engineer

Date: June 6, 2017

Re: Georgetown #3 Public Streetlighting Improvement
Special Assessment District #425 - Resolution #1 & #2

A request was received from the property owners of Georgetown #3 for installation and maintenance of streetlights in Georgetown #3. The proposed plan is for twenty one (21) streetlights, Traditional fixtures with cut-off, and black standard poles, to be installed and maintained along Giesboro Lane & Kalorama Way(see attached map).

Resolution #1 orders plans to be prepared showing the improvement, the location, and the estimate of cost. Resolution #2 files the plans and cost estimate with the Clerks Office and declares the Township Board's intention to make the improvements and tentatively designates a special assessment district and sets a public hearing on Tuesday, July 18, 2017, for hearing objections to the improvement, cost estimate, and assessment district.

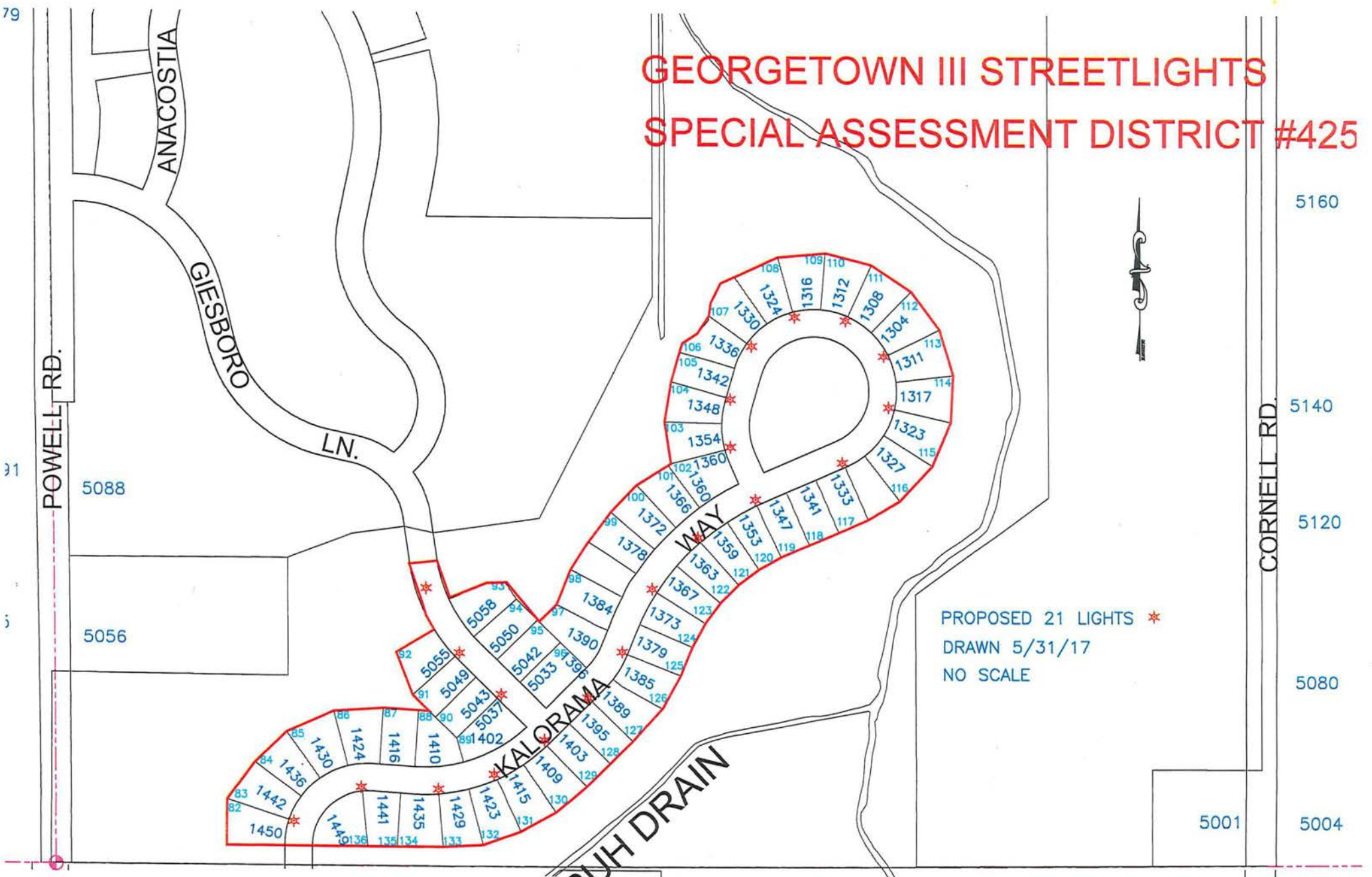
The proposed first year cost for streetlighting in Georgetown #3 is \$4172 (\$75.86/lot) and the cost annually thereafter will be \$2940 (\$53.46/lot) (subject to adjustment).

Proposed Motion:

"Move to approve the Georgetown #3 Public Streetlighting Improvement Special Assessment District #425- Resolution #1, ordering plans to be prepared showing the streetlighting improvement, location, and estimate of cost; and Resolution #2, filing the plans showing the improvement, location and estimate of cost with the Clerk's Office, tentatively declaring intention to install and maintain 21 traditional w/cut-off streetlights and defray the cost of operation and maintenance by special assessment against the 55 benefiting units, and setting a public hearing for July 18, 2017."

Attachments

GEORGETOWN III STREETLIGHTS SPECIAL ASSESSMENT DISTRICT #425



PROPOSED 21 LIGHTS *
DRAWN 5/31/17
NO SCALE



DRAFT

**GEORGETOWN #3 PUBLIC STREETLIGHTING IMPROVEMENT
SPECIAL ASSESSMENT DISTRICT NO. 425**

RESOLUTION NO. 1

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Tuesday, June 20, 2017 at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____
and supported by _____.

WHEREAS, the Township Board of the Charter Township of Meridian, Ingham County, Michigan, acting on a request from property owners of Georgetown #3 and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain streetlights in Georgetown #3 to service the proposed special assessment district area described as:

Lots 82 through 136, Georgetown #3

WHEREAS, the public streetlighting improvement consists of installing twenty-one (21) streetlights, Traditional fixtures with cut off, and black standard poles along Giesboro Lane & Kalorama Way.

WHEREAS, the Township Board desires to proceed with this public streetlighting improvement;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:

1. The Township's Director of Public Works & Engineering is hereby ordered to prepare plans showing the improvements, the location thereof and estimates of the cost thereof, pursuant to the project as previously set forth in this resolution.

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
) ss.
COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, **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, June 20, 2017.

Brett Dreyfus, CMMC, Township Clerk

DRAFT

**GEORGETOWN #3 PUBLIC STREETLIGHTING IMPROVEMENT
SPECIAL ASSESSMENT DISTRICT NO. 425**

RESOLUTION NO. 2

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Tuesday, June 20, 2017, at 6:00 p.m.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____

and supported by _____.

WHEREAS, the Township Board of the Charter Township of Meridian deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain the following described public streetlighting improvements:

Install, operate and maintain twenty one (21) streetlights, Traditional fixtures with cut-off and black standard poles along Giesboro Lane & Kalorama Way,

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

WHEREAS, the Township Board has caused to be prepared by the Township's Director of Public Works & Engineering, plans showing the improvement and location thereof and an estimate of the cost thereof; in accordance with a resolution of the Township Board pursuant to Act 188, Public Acts of Michigan, 1954, as amended; and

WHEREAS, the same has been received by the Township Board; and

WHEREAS, the Township Board desires to proceed further with the improvements;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:

1. The plans showing the improvement and location thereof and an estimate of the cost thereof be filed with the Township Clerk and be available for public examination.
2. The Township Board tentatively declares its intention to make the following public streetlighting improvements: Install, operate and maintain twenty one (21) streetlights, Traditional fixtures with cut-off, and black standard poles along Giesboro Lane & Kalorama Way.
3. There is hereby tentatively designated a special assessment district against which the cost of said improvement is to be assessed, consisting of the lots and parcels of land described as:

Units 82 through 136, Georgetown #3

DRAFT

Georgetown #3 Public Streetlighting Improvement
Special Assessment District No. 425
Resolution No. 2
Page 2

4. The Township Board shall meet in the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI on Tuesday, July 18, 2017 at 6:00 p.m. at which time and place the Township Board will hear objections to the improvement and to the special assessment district therefore. All objections must be filed in writing.
5. The Township Clerk is hereby ordered to cause notice of such hearing and the fact that the Township Board is proceeding on its own initiative to be published twice prior to said hearing in a newspaper of general circulation in the Township, the first publication to be at least ten (10) days before the time of the hearing, and pursuant to Act 188, Public Acts of Michigan, 1954, as amended, shall cause said notice to be mailed by first class mail to all record owners of, or parties in interest in, property in the special assessment district, at the addresses shown on the current tax records of the Township, at least ten (10) full days before the date of said hearing.
6. Said notice shall be in substantially the following form: (See Attached)
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

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, June 20, 2017.

Brett Dreyfus, CMMC, Township Clerk

DRAFT

**GEORGETOWN #3 PUBLIC STREETLIGHTING IMPROVEMENT
SPECIAL ASSESSMENT DISTRICT NO. 425**

NOTICE OF HEARING

**TO THE RECORD OWNERS OF, OR PARTIES IN INTEREST IN, THE FOLLOWING PROPERTY
CONSTITUTING THE PROPOSED SPECIAL ASSESSMENT DISTRICT:**

Units 82 through 136, Georgetown #3

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Meridian, acting on a request from property owners of Georgetown #3 and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, has determined to make the following described public streetlighting improvement:

Install, operate, and maintain twenty one (21) streetlights, Traditional fixtures with cut-off and black standard poles along Giesboro Lane & Kalorama Way;

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

Plans and estimates have been prepared and are on file with the Township Clerk for public examination.

TAKE FURTHER NOTICE that the Township Board will meet Tuesday, July 18, 2017, at 6:00 p.m. at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, for the purpose of hearing objections to the improvement and the special assessment district therefore. The Township Board is also interested in hearing those that favor the proposed project.

Appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the state tax tribunal. Your personal appearance at the hearing is not required, but you or your agent may appear in person at the hearing and protest the special assessment. To make an appearance and protest, you must file your written objections by letter or other writing with the Township Clerk before the close of this hearing. The owner or any person having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal with 30 days after the confirmation of the special assessment roll if that person appeared and protested the special assessment at this hearing.

The Township Board may proceed with the improvement and special assessment district unless written objections from more than 20% of the property owners are filed with the Township board at or before the hearing.

**"FOR PURPOSES OF THIS HEARING, THE AMOUNT TO BE ASSESSED AGAINST YOUR PROPERTY
IS ESTIMATED TO BE:**

First Year Cost:	\$ 75.86/UNIT
Annually Thereafter:	\$ 53.46/UNIT

Dated: _____

Brett Dreyfus, CMMC, Township Clerk
CHARTER TOWNSHIP OF MERIDIAN

Lot #	Parcel #	Parcel Address	Property Owner	Mailing Address	First Year Cost	Annual Cost Thereafter
112	3302-02-14-376-015	1304 Kalorama Way	Robert J & Jennifer R Zambiasi	1304 Kalorama Way, Okemos, MI 48864	\$75.86	\$53.46
111	3302-02-14-376-014	1308 Kalorama Way	Deborah A Galvan	8500 E Taft Rd, Ovid, MI 48866	\$75.86	\$53.46
113	3302-02-14-376-016	1311 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
110	3302-02-14-376-013	1312 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
109	3302-02-14-376-012	1316 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
114	3302-02-14-376-017	1317 Kalorama Way	Melchora R & Frelon Bartley	1317 Kalorama Way, Okemos, MI 48864	\$75.86	\$53.46
115	3302-02-14-376-018	1323 Kalorama Way	Gopalakrishnan Packrisamy & Sangeetha Iiangovan	2708 Morning Glory, Okemos, MI 48864	\$75.86	\$53.46
116	3302-02-14-376-019	1327 Kalorama Way	KBBV, LLC	4665 Dobie Rd Ste 130, Okemos, MI 48864	\$75.86	\$53.46
108	3302-02-14-376-011	1328 Kalorama Way	Steven M Smith & Lu Song	2375 Club Meridian Dr A12, Okemos, MI 48864	\$75.86	\$53.46
107	3302-02-14-376-010	1330 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
117	3302-02-14-378-001	1333 Kalorama Way	Mukta Sharma & Shiva Shrotriya	1333 Kalorama Way, Okemos, MI 48864	\$75.86	\$53.46
106	3302-02-14-376-009	1336 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
118	3302-02-14-378-002	1341 Kalorama Way	Amit Aurora & Anu Sikka	1341 Kalorama Way, Okemos, MI 48864	\$75.86	\$53.46
105	3302-02-14-376-008	1342 Kalorama Way	Zankhana & Gaurang Patel	2736 E. Grand River Ave, East Lansing, MI 48823	\$75.86	\$53.46
119	3302-02-14-378-003	1347 Kalorama Way	Caleb P & Shuang Li Troyer	4358 Dell Rd Apt J, Lansing, MI 48911	\$75.86	\$53.46
104	3302-02-14-376-007	1348 Kalorama Way	Harnoor & Avni P Tokhie	2200 Samper Lane Apt 2, Holt, MI 48842	\$75.86	\$53.46
120	3302-02-14-378-004	1353 Kalorama Way	KBBV, LLC	4665 Dobie Rd Ste 130, Okemos, MI 48864	\$75.86	\$53.46
103	3302-02-14-376-006	1356 Kalorama Way	Aneel Kumar Chikkudukayala & Bhanu Bommakanti	5228 Madison Ave Apt B1, Okemos, MI 48864	\$75.86	\$53.46
121	3302-02-14-378-005	1359 Kalorama Way	Mojgan Nejad & Babak Saravi	1359 Kalorama Way, Okemos, MI 48864	\$75.86	\$53.46
102	3302-02-14-376-005	1360 Kalorama Way	Country View Estates LLC	13937 Webster Rd Ste A, Bath, MI 48808	\$75.86	\$53.46
122	3302-02-14-378-006	1363 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
101	3302-02-14-376-004	1366 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
123	3302-02-14-378-007	1367 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
100	3302-02-14-376-003	1372 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
124	3302-02-14-378-008	1373 Kalorama Way	Srinivas Parkala	5211 Madison Ave Apt A1, Okemos, MI 48864	\$75.86	\$53.46
99	3302-02-14-376-002	1378 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
125	3302-02-14-378-009	1379 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46

Lot #	Parcel #	Parcel Address	Property Owner	Mailing Address	First Year Cost	Annual Cost Thereafter
126	3302-02-14-378-010	1383 Kalorama Way	Magesh Boodhaguru & Uma Vasudha Purandiran	12923 Townsend Dr Apt 612, Grand Ledge, MI 48837	\$75.86	\$53.46
98	3302-02-14-354-006	1384 Kalorama Way	Matthew M & Veronica H Ellison	1384 Kalorama, Okemos, MI 48864	\$75.86	\$53.46
127	3302-02-14-378-011	1389 Kalorama Way	KBBV, LLC	4665 Dobie Rd Ste 130, Okemos, MI 48864	\$75.86	\$53.46
97	3302-02-14-354-005	1390 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
128	3302-02-14-378-012	1395 Kalorama Way	Siva Koti-Reddy & Sumana Vupputri	5223 Madison Ave Apt A1, Okemos, MI 48864	\$75.86	\$53.46
129	3302-02-14-378-013	1403 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
130	3302-02-14-378-014	1409 Kalorama Way	Amrinder & Shavna Saini	7723 Treatlewood Dr Apt 2B, Lansing, MI 48917	\$75.86	\$53.46
88	3302-02-14-351-020	1410 Kalorama Way	Eyde Ltd Fam Ptrshp, L&G	P.O. Box 4218, East Lansing, MI 48826	\$75.86	\$53.46
131	3302-02-14-378-015	1415 Kalorama Way	Andrei Verevko & Samar Benthami	500 Snapdragon Lane, Dewitt, MI 48820	\$75.86	\$53.46
87	3302-02-14-351-021	1416 Kalorama Way	KBBV, LLC	4665 Dobie Rd Ste 130, Okemos, MI 48864	\$75.86	\$53.46
132	3302-02-14-378-016	1423 Kalorama Way	Eyde Ltd Fam Ptrshp, L&G	P.O. Box 4218, East Lansing, MI 48826	\$75.86	\$53.46
86	3302-02-14-351-022	1424 Kalorama Way	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
133	3302-02-14-378-017	1429 Kalorama Way	Chikka N Krishnamurt & Subhashini Mahalingappa	6822 Mulberry Lane, Grand Ledge, MI 48837	\$75.86	\$53.46
85	3302-02-14-351-023	1430 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
134	3302-02-14-378-018	1435 Kalorama Way	Giguere Homes	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
84	3302-02-14-351-024	1436 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
135	3302-02-14-378-019	1441 Kalorama Way	Vinoj R Bethelli	4435 Heritage Ave Apt 1B, Okemos, MI 48864	\$75.86	\$53.46
83	3302-02-14-351-025	1442 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
136	3302-02-14-378-020	1449 Kalorama Way	Eyde Ltd Fam Ptrshp, L&G	P.O. Box 4218, East Lansing, MI 48826	\$75.86	\$53.46
82	3302-02-14-351-026	1450 Kalorama Way	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
96	3302-02-14-354-004	5033 Giesboro Lane	Eyde Ltd Fam Ptrshp, L&G	P.O. Box 4218, East Lansing, MI 48826	\$75.86	\$53.46
89	3302-02-14-351-019	5037 Giesboro Lane	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
95	3302-02-14-354-003	5042 Giesboro Lane	Eyde Ltd Fam Ptrshp, L&G	P.O. Box 4218, East Lansing, MI 48826	\$75.86	\$53.46
90	3302-02-14-351-018	5043 Giesboro Lane	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr Ste 100, East Lansing, MI 48823	\$75.86	\$53.46
94	3302-02-14-354-002	5050 Giesboro Lane	KBBV, LLC	4665 Dobie Rd Ste 130, Okemos, MI 48864	\$75.86	\$53.46
91	3302-02-14-351-017	5051 Giesboro Lane	Jayant & Ramandeep Mudgal	1690 5th Ave, Apt 5, Okemos, MI 48864	\$75.86	\$53.46
92	3302-02-14-351-016	5055 Giesboro Lane	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
93	3302-02-14-354-001	5058 Giesboro Lane	EL Holding Co, LLC	1650 Kendale Blvd Ste 200, East Lansing, MI 48823	\$75.86	\$53.46
					\$4,172	\$2,940