



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD – REGULAR MEETING
May 16, 2017 6:00 PM



1. CALL MEETING TO ORDER*
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
 - A. CADL Annual Report-Ann Chapman & Betsy Hull
5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS*
6. TOWNSHIP MANAGER REPORT
7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS
8. APPROVAL OF AGENDA
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes
 - (1) April 25, 2017 Special Meeting
 - (2) May 2, 2017 Regular Meeting
 - C. Bills
 - D. 2016 Fire Prevention and Safety Grant Program
 - E. Adoption of the 2015 International Fire Code
 - F. Resolution for Camera Security System Grant
 - G. Ratification of Police Officer Appointment
10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
 - A. Bennett Village Phase #2 Public Streetlighting Improvements Special Assessment District No. 424
12. ACTION ITEMS (PINK)
 - A. Preliminary Plat #03012 (Fedewa), preliminary plat extension for Sierra Ridge Estates
 - B. Resolution Opposing HB 4503 and SB 329
 - C. Brownfield Authority Appointments
13. BOARD DISCUSSION ITEMS (ORCHID)
 - A. Commercial Planned Unit Development #17014 (Saroki), Demolish and Reconstruct Gas Station at 1619 Haslett Road
 - B. Bennett Village Phase #2 Public Streetlighting Improvements Special Assessment District No. 424
 - C. Distributed Antennae System (DAS)
 - D. Urban Services Boundary
14. COMMENTS FROM THE PUBLIC*
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. ADJOURNMENT
17. POSTSCRIPT – BRETT DREYFUS

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, MAY 16, 2017

- (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)

13. A

**CLERK'S OFFICE
BOARD COMMUNICATIONS
MAY 16, 2017**

Board Deliberations (BD)

Brett Dreyfus

From: phyllis vaughn <vaughnp8@yahoo.com>
Sent: Tuesday, May 02, 2017 2:35 PM
To: Board
Subject: convience store

I know this is late, I would just like to express my thoughts about the convenience store proposed for corner of Marsh and Haslett road.

This area does not need another place for people of low income to pay high prices because they do not have transportation.

Lottery tickets are already sold in several places as well as over priced food. Why would you let this with so many non-compliances pass?

Have a good night.

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"

MAY 16 2017

BD 13A-1

MAY 16 2017

**CLERK'S OFFICE
BOARD COMMUNICATIONS
MAY 16, 2017**

Board Information (BI)

Sandy Otto

From: Judy Ratkos <ratkos@msu.edu>
Sent: Monday, May 01, 2017 5:18 PM
To: Derek Perry
Cc: Board; Younes Ishraidi
Subject: concerns regarding extension of sanitary sewer & water main to Sleepy Hollow neighborhood

Hello Mr. Perry,

My husband and I live in the Sleepy Hollow neighborhood and aren't sure we'll be able to make it to the special meeting May 3. Therefore, I'm emailing to make you aware of our concerns about the decision-making regarding the extension of sanitary sewer & water main to the Sleepy Hollow neighborhood and nearby area. When this was being discussed a year ago, two of the neighbors who are strongly for a special assessment for water, sewer and road repair, were given the opportunity to collect signatures for a petition. Part of their strong-arm petition pitch was that "signing it only means that you are willing to have the township have further discussion on it, it doesn't mean you support a special assessment." As a result, they received slightly more than 50% of property owners signing their petition.

As this topic comes up for discussion again, I hope you'll provide a more fair process for obtaining the support and dissent of the neighborhood property owners. As you're aware, Meridian Township, Ingham County, and Haslett Schools already put a fair amount of financial burden on property owners. We also doubt that many of the homeowners in the neighborhood realize that if there were a special assessment for any or all of these things, they'd be required to pay it off before they'd be able to sell the property. This potential added financial obligation presents a serious concern for at least three homeowners on East Sleepy Hollow Lane who intend to sell our homes this summer.

Respectfully,

Judy Ratkos

MAY 16 2017

BI-1

MAY 16 2017

Sandy Otto

From: Donna Rose <wild-rose@sbcglobal.net>
Sent: Tuesday, May 02, 2017 6:37 PM
To: Ronald Styka
Cc: Frank Walsh; Brenda Henige; 'Karla Hudson'; Mark Kieselbach; Board
Subject: Transportation Commission Vacancy

Dear Supervisor Styka,

I am writing to recommend Brenda Henige to the Meridian Township Transportation Commission. She has submitted her application to the Township. Brenda is blind and a user of public transit. She is also interested in public pathways. She has very good analytical skills which I believe are necessary to serve on this Commission. She would like to help create improvements to Redi Ride which will perhaps extend the hours and make more rides available. She works and can only use Redi Ride on Saturdays, if she can secure a ride due to its popularity. She has no ties to CATA, except as a rider. She is also empathetic to the needs of others, not just her own. She is quite friendly and works well with others. I feel she would be an excellent fit for the Transportation Commission because she can see the big picture about how things are connected and she must rely on public transit.

On a side note, I have been very happy with the current configuration of members on this Commission. They are taking their duties very seriously. I do feel another woman member who is a rider to replace Phyllis would be nice. Currently Karla Hudson is the only woman commissioner.

Thank you for your time.

Sincerely,
Donna Rose
Cobblers Drive

MAY 16 2017

BI-2

MAY 16 2017

Brett Dreyfus

From: ter <terihoy@sbcglobal.net>
Sent: Monday, May 08, 2017 3:51 PM
To: Board
Subject: Grading of pre-existing property

Meridian Township Board:

I would like to see a regulation concerning re-grading of residential property. When a party brings 3 semi-trucks of dirt to re-grade property that is around 1/3 acre, that much dirt significantly impacts neighboring property. That is not merely landscaping. That is a total re-grading of the property and should be regulated, so that it does not impair neighboring properties due to water flow changes.

Please let me know what can be done about situations such as this, whether a regulation is possible, and whether you will place this issue on the agenda for the next Board meeting.

I look forward to your response.

Sincerely,

D. A. Kunisada

MAY 16 2017

BI-3

MAY 16 2017

9. A

**CLERK'S OFFICE
BOARD COMMUNICATIONS
MAY 16, 2017**

Staff Communications (SC)



FOR IMMEDIATE RELEASE

April 24, 2017

CONTACT: Deborah Guthrie, Communications Director
517.853.4380 | guthrie@meridian.mi.us

An Evening with the Arts and the Beauty of Meridian Township Gardening
Meridian Garden Club Benefit Night Featuring Pressed Art, Wine, and Canvas

Meridian Township, MI — Spend an evening dedicated to the arts, culture and beauty of local gardens and landscapes with a Meridian Garden Club Benefit Night on Saturday, May 20th from 5:00 to 8:00 pm hosted at Frames Unlimited (1929 W Grand River Ave, Okemos) as part of the Meridian Township 175th Anniversary year celebration.

Tickets are \$40 each with all proceeds from the event supporting the Meridian Garden Club projects in the Meridian Historical Village, the Municipal Complex, and other Township locations. Wine and Canvas ticket holders will enjoy light jazz in the background and wine sampling all while creating their own floral themed canvas masterpiece, step by step. Space is limited.

On display and available for purchase will be hand crafted pressed flower art, each uniquely crafted by Meridian Garden Club members. No two designs are alike! During the event, non-ticket holders can peruse around the store, purchase one of many arts, frames or Garden Club designs on display.

Your monetary contribution may be tax-deductible and can help continue to provide community beautification, education, and youth educational activities in Meridian Township.

Sponsors include: Burgdorf's Winery, Meridian Garden Club, Frames Unlimited

For ticket information and to learn more about this and other events, visit the Meridian Celebrates 175 website at www.meridiancelebrates175.com or follow Meridian Celebrates 175 on Facebook at www.facebook.com/MeridianCelebrates175Years.

###

MAY 16 2017

SC-1

MAY 16 2017

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

A PRIME COMMUNITY
meridian.mi.us



Meridian Garden Club Benefit Night



Saturday, May 20th
5:00 pm - 8:00 pm
At Frames Unlimited
1929 W Grand River, Okemos

\$40 per ticket

Proceeds will benefit the Meridian Garden Club projects in the Meridian Historical Village and Municipal Complex

To Register go to:

bit.ly/GardenClubWineandCanvas
(click on the calendar date)

Sign up to create your own Wineand Canvas masterpiece! Peruse through the many handmade Garden Club flowerprints, while tasting a variety of wines from Burgdorf's Winery. (Orderforms will be available to purchase your favorite bottle.)



Frames Unlimited
FRAMING • ART • WALL DECOR



MAY 16 2017
SC-1
(page 2 of 2)
MAY 16 2017

DEPARTMENT OF COMMUNITY PLANNING AND DEVELOPMENT

SITE PLAN REVIEW DECISIONS

Site Plan Review Approvals (as of 5/12/2017):

#17-92-21 (AMP Residential)

Request to renovate and update the entry and ADA accessible ramps at the Central Park Apartments Clubhouse, located at 5205 Madison Avenue.

Conditional Approval: 05/04/2017

MAY 16 2017

SC-2

MAY 16 2017

9. B (1)

PROPOSED BOARD MINUTES

PROPOSED MOTION:

Move to approve and ratify the minutes of the April 25, 2017 Special Meeting as submitted.

ALTERNATE MOTION:

Move to approve and ratify the minutes of the April 25, 2017 Special Meeting with the following amendment(s): [insert amendments].

**MAY 16, 2017
REGULAR MEETING**

CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD SPECIAL MEETING - **DRAFT** -
5151 Marsh Road, Okemos, MI 48864-1198
853-4000, Town Hall Room
TUESDAY, APRIL 25, 2017 **6:00 P.M.**

PRESENT: Supervisor Styka, Clerk Dreyfus, Treasurer Brixie, Trustees Deschaine, Jackson, Opsommer, Sundland
ABSENT: None
STAFF: Township Manager Frank Walsh, Assistant Township Manager/Director of Public Works and Engineering Derek Perry, Fire Chief Fred Cowper, Director of Community Planning & Development Mark Kieselbach, Director of Information and Technology Stephen Gebes, Finance Director Miriam Mattison, Director of Human Resources Joyce Marx, Economic Development Coordinator/Associate Planner Ben Motil

1. CALL MEETING TO ORDER

Supervisor Styka called the meeting to order at 6:04 P.M.

2. ROLL CALL

The Clerk called the roll of the Board.

3. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened Public Remarks.

Neil Bowlby, 6020 Beechwood Drive, Haslett, addressed the location of tonight's meeting, previous discussion of the minutes, the urban services boundary, the Georgetown Payback District and the Municipal Employees Retirement System (MERS) pension debt.

Ann Alchin, 5972 Cypress, Haslett, addressed the past practice of study sessions prior to all Board meetings and offered suggestions regarding minute taking by staff.

Supervisor Styka closed Public Remarks.

4. APPROVAL OF AGENDA

Treasurer Brixie moved to approve the agenda as submitted. Seconded by Trustee Jackson.

VOICE VOTE: Motion carried unanimously.

5. BOARD DISCUSSION ITEMS

A. Review Minute Taking Process

Board discussion:

- What should and should not be included in the minutes
- Difficulty in being both an active participant in the meeting and the minute taker
- Development of an established policy will help reduce friction among Board members
- Video coverage provides greater transparency for the public
- Preference for minutes to contain a summary of comments
- Minutes as an objective statement of Board proceedings and actions
- Review of pre-draft minutes and making changes to the draft minutes
- Need for inclusion of more than the statutory minimum requirements
- Aspects involved with a recording secretary attending Board meetings
- Online agendas and packets

B. Review Master Plan Process

Director Kieselbach summarized the status of the 2017 Master Plan as outlined in staff memorandum dated April 20, 2017.

Board discussion:

- Review of the approval process
- Township history of the urban services boundary (USB)
- Placement of the USB in the Township
- Pros and cons of including The Haslett Preserve in Area 3 of the map
- Extension of the USB to Meridian Road
- Maintaining the eastern third of the Township as rural
- Consideration of housing needs for families with children
- Student enrollment
- Aging in place within the Township
- Pros and cons in retaining the RR zoning designation for the Walnut Hills property
- Planned residential development (PRD) as a development tool
- Ability of access to public water and sewer outside of the USB

C. MERS Pension Debt: Charting a Course

Township Manager Frank Walsh summarized the existing Municipal Employees Retirement System (MERS) pension debt as outlined in staff memorandum dated April 21, 2017.

Board discussion:

- Potential Elimination of Township staff positions to pay off the debt in ten (10) years if the millage does not pass
- Inquiry regarding police and fire layoffs
- Draft plans from administration with millage approval and millage defeat – two (2) budgets
- Preference for scenarios of debt payoff over 10, 15 and 20 years
- Rising annual required contribution (ARC) with longer debt payoff
- Consideration of cutting expenses in other areas v. elimination of some staff positions

It was the consensus of the Board to have the Township Manager prepare two (2) 2018 budgets for consideration.

6. COMMENTS FROM THE PUBLIC

Supervisor Styka opened Public Remarks.

Neil Bowlby, 6020 Beechwood, Haslett, commented on the Township’s water and sewer infrastructure, concern with the ballot language and possible use of fund balance.

Joyce Van Coevering, 1744 Maple Ridge, Haslett, spoke in support of including Area 3 in the USB and buying a ladder truck.

Supervisor Styka closed Public Remarks.

7. OTHER MATTERS AND BOARD MEMBER COMMENTS (None)

8. ADJOURNMENT

Treasurer Brixie moved to adjourn. Seconded by Trustee Deschaine.

VOICE VOTE: Motion carried unanimously.

Supervisor Styka adjourned the meeting at 9:30 P.M.

RONALD J. STYKA
TOWNSHIP SUPERVISOR

BRETT DREYFUS, CMMC
TOWNSHIP CLERK

Sandra K. Otto, Secretary

9. B (2)

PROPOSED BOARD MINUTES

PROPOSED MOTION:

Move to approve and ratify the minutes of the May 2, 2017 Regular Meeting as submitted.

ALTERNATE MOTION:

Move to approve and ratify the minutes of the May 2, 2017 Regular Meeting with the following amendment(s): [insert amendments].

**MAY 16, 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 2, 2017 **6:00 P.M.**

PRESENT: Supervisor Styka, Clerk Dreyfus, Treasurer Brixie, Trustees Deschaine, Jackson, Opsommer, Sundland
ABSENT: None
STAFF: Township Manager Frank Walsh, Director of Public Works and Engineering Derek Perry, Director of Community Planning & Development Mark Kieselbach, Police Chief David Hall, Fire Chief Fred Cowper, Director of Communications Deborah Guthrie, 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 Clerk called the roll of the Board.

4. PRESENTATION (None)

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened Public Remarks.

Mike Jenkins, 6030 Skyline Drive, East Lansing, thanked the Board, on behalf of the Walnut Hills neighborhood, for listening to their constituents relative to the proposed denial of Rezoning #16060.

Angela Wilson, 4767 Mohican Lane, Okemos, spoke in opposition to MUPUD #16024 and SUP #1611 (Capstone).

Leonard Provencher, 5824 Buena Parkway, Haslett, spoke in opposition to MUPUD #16024 and Rezoning #16060, offered comments and concerns on the Township Board policy regarding minutes and voiced support of the school elections which were held today in Haslett and East Lansing.

Ann Alchin, 5972 Cypress Street, Haslett, spoke in support of the policy regarding Board minutes and expressed her concerns with the Police and Fire millage proposal language.

Supervisor Styka closed Public Remarks.

6. TOWNSHIP MANAGER REPORT

Manager Walsh reported the following:

- Sleepy Hollow neighborhood meeting regarding water, sewer and roads will be held tomorrow night at 6:00 P.M. at the Central Fire Station
- Increasing the number of warning sirens will be before the Board in the near future
- List of local road improvements for 2017 is being developed
- Haslett Marathon station application may be revised with a new proposed site layout and will come before the Board on May 16th

7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Treasurer Brixie reported the following:

- Township Manager will be attending neighborhood group meetings around the Township
- Her attendance at the recent Tri-County Regional Planning Commission (TCRPC) meeting

Trustee Opsommer reported the following:

- His attendance at the April 19th CATA Board meeting
 - CATA suspended activities on the Bus Rapid Transit (BRT) project
 - Forensic Audit underway with a request for proposal (RFP) for a new audit firm
 - Legal counsel to analyze all possible recovery methods
 - Retirement of the CEO/Executive Director in February, 2018

Trustee Deschaine reported the following:

- Nonmotorized transportation was discussed at the April 27th Transportation Commission meeting
- Two ribbon cutting ceremonies for the Economic Development Corporation's purchase of 3 D printers for Ralya and Murphy Elementary Schools
- May 20th as Love a Park Day
- Goal of the Kiwanis Club to display 800 flags this year in its Flags Over Meridian Program

Supervisor Styka reported the following:

- His attendance at last week's Corridor Improvement Authority (CIA) meeting where their goals and objectives were discussed
- Attendance at last week's L. O. Eye Care grand opening
- Attendance at the last Downtown Development Authority (DDA) meeting
 - 42 flags from the Flags over Meridian Program will be displayed in the four corner area
- Meeting on water and sewer extension for the Sleepy Hollow neighborhood will be held tomorrow night at 6:00 P.M. at the Central Fire Station
- Farmers Market will be held at the Central Park Pavilion beginning May 6th
- Meridian Garden Club Benefit/Fundraiser at Frames Unlimited on May 20th
- Fun In the Sun Day at Lake Lansing on June 16th
- Success of the Recycling Event held on April 22nd which broke a Guinness World Record for electronics recycling

8. APPROVAL OF AGENDA

Treasurer Brixie moved to approve the agenda as submitted. Seconded by Trustee Jackson.

VOICE VOTE: Motion carried unanimously.

9. CONSENT AGENDA (SALMON)

Supervisor Styka reviewed the consent agenda.

Treasurer Brixie moved to adopt the Consent Agenda amended as follows:

- **Move Agenda Item #9 B (1): March 21, 2017 Regular Meeting Minutes to Action Item #12E**

Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously.

A. Communications

Treasurer Brixie 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, Treasurer Brixie, Clerk Dreyfus
 NAYS: None
 Motion carried unanimously.

B. Minutes

(2) Treasurer Brixie moved to approve and ratify the minutes of the April 18, 2017 Regular Meeting as submitted. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Treasurer Brixie, Clerk Dreyfus
 NAYS: None
 Motion carried unanimously.

C. Bills

Treasurer Brixie moved that the Township Board approve the Manager’s Bills as follows:

Common Cash	\$	356,930.89
Public Works	\$	97,602.44
Trust & Agency	\$	- 0 -
 Total Checks	 \$	 454,533.33
 Credit Card Transactions (April 13 to April 26, 2017)	 \$	 8,570.27
 Total Purchases	 \$	 <u>463,103.60</u>
 ACH Payments	 \$	 <u>778,541.37</u>

Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Treasurer Brixie, Clerk Dreyfus
 NAYS: None
 Motion carried unanimously.

[Bill list in Official Minute Book]

E. Resolution to Approve Financial Institution (First National Bank)

Treasurer Brixie moved to adopt a resolution entitled “Authority to Open an Account” at: First National Bank of America. Seconded by Trustee Jackson.

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Treasurer Brixie, Clerk Dreyfus
 NAYS: None
 Motion carried unanimously.

- F. Discharge of Mortgage 1678 Lake Lansing (Miser)
Treasurer Brixie moved to approve discharging the Rental Property Rehabilitation Program Mortgage from 1678 Lake Lansing Road, Haslett MI 48840, parcel #33-02-02-10-203-020. Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously.

10. QUESTIONS FOR THE ATTORNEY

- A. Legal Requirements – Board Minutes

William Fahey, Township Attorney, Fahey Schultz Burzych Rhodes, commented on sources of state law regarding minutes, provided his interpretation of the Open Meetings Act (OMA) as it relates to approving and changing minutes, the process for taking minutes through Board policy, time periods for the Board to approve minutes, time frames for correcting and amending minutes and rationale for remedying Board action or lack of Board action through “reenactment” of meetings.

Board and attorney discussion:

- Inquiry concerning the need for reenactment of meetings earlier in the year where multiple sets of minutes were on the agenda for approval
- Minutes were approved at subsequent meetings, making reenactment a moot point
- No case law exists where a Township was sued when minutes were not approved on a timely basis
- Questions about language in MCL 15.269 stating minutes shall be approved at “the next meeting”
- Concerns about the legality of changing minutes six (6) weeks after a Board meeting

11. HEARINGS

- A. Mixed Use Planned Unit Development #16024 (Capstone), construct Hannah Farms East at Hannah Boulevard/Eyde Parkway

Supervisor Styka opened the public hearing at 6:37 P.M.

Director Kieselbach summarized the proposed Mixed Use Planned Unit Development (MUPUD) with changes from previous proposals as outlined in staff memorandum dated April 26, 2017.

- Applicant

Mark Clouse, Chief Financial Officer and General Counsel, Eyde Co., 300 S. Washington Square, Suite 400, Lansing, noted the underlying zoning is Commercial and Professional/Office. He addressed the diversity of housing types (some with garages), and elimination of some buildings to the south. Mr. Clouse stated the waivers requested may appear onerous but were granted in the past for the previous phases.

John Acken, Capstone Collegiate Communities, 431 Office Park Drive, Birmingham, Alabama, noted more greenspace is in this proposal due to the two-story parking garage and placing garages under the townhouses. He indicated a third parcel (.9 acre) will be added to the project and not developed. Mr. Acken offered layout perspectives from different angles for the four (4) story apartment building and three (3) story townhouses, highlighting amenities, schematics of the apartments and townhouses and market needs for rentals.

- Public
Joe Pavona, 4726 Arapaho Trail, Okemos, voiced concern the prior Board did not listen to residents when voting on the previous phases of the Capstone project as the original plan presented had single family houses, condos, movie theaters, and greenspace/parks but changed to student housing from the inception of construction. He suggested preservation of a 200 foot conservation buffer which abuts the Indian Lakes Estates subdivision is important.

Bobby Bringi, 4543 Comanche Drive, Okemos, stated residents move to Okemos for a better quality of life and neighborhood integrity, indicating the proposed excessive density will encroach on the Indian Lakes neighborhood.

Supervisor Styka closed the public hearing at 7:12 P.M.

12. ACTION ITEMS

- A. Rezoning #16060 (Summer Park Realty), Rezone 157 acres from RR (Rural Residential) to RAA (Single Family, Low Density) at 2874 Lake Lansing Road
Trustee Deschaine moved to adopt the resolution to deny Rezoning Petition #16060, a request to rezone approximately 157 acres from RR (Rural Residential) to RAA (Single Family-Low Density) at 2874 Lake Lansing Road. Seconded by Clerk Dreyfus.

Board discussion:

- Substantial resident testimony characterized the negative impact the proposed change in zoning would have on the community

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

NAYS: None

Motion carried unanimously.

- B. 2017-2019 TPOAM Administrative Professional Employees Contract
Township Manager Walsh summarized the changes to the Administrative Professional Employees Contract as outlined in staff memorandum dated April 27, 2017.

Trustee Opsommer moved to approve the 2017-2019 Collective Bargaining Agreement as tentatively agreed to and further ratified by the TPOAM Administrative Professional Employees. Seconded by Treasurer Brixie.

Board and staff discussion:

- Recognition of the sacrifice by current employees
- Bargaining unit is approximately 70% funded
- Reappropriation of general fund monies as a result of Police and Fire Millage approval could result in this unit being 100% funded in five (5) to seven (7) years
- Police and Fire revenue vs. expenses

- Need to retain qualified and dedicated employees
- Decrease in revenue sharing over the last two decades

ROLL CALL VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Sundland, Supervisor Styka, Treasurer Brixie, Clerk Dreyfus
 NAYS: None
 Motion carried unanimously.

C. Meridian Township Vision and Mission Statements
Treasurer Brixie moved to amend the current Vision and Mission Statement adopted in the 2001 Board Policy Manual to read as follows:

Vision: Our vision is to achieve and maintain a welcoming community with the highest quality of life for our residents. We believe the highest quality of life encompasses sustained or enhanced natural environment, health and safety, prosperity, cultural heritage and diversity.

Mission: Providing a safe and welcoming, sustainable, prime community.

Seconded by Trustee Deschaine.

Director Guthrie provided an overview of the process used by the Branding Development Committee to create the vision and mission statements.

Board discussion:

- Board member belief the proposed vision and mission statements used the Branding Development Committee’s idea as a base
- Concern with proper construction of the mission statement
- Concern with vision statement

Clerk Dreyfus offered the following amendment:

- **Change the vision statement to read: Our vision is to achieve and maintain a sustainable and welcoming community with the highest quality of life for our residents. This encompasses protecting our natural environment and our health and safety, and enhancing our prosperity, cultural heritage, diversity and recreational opportunities.**

Seconded by Trustee Sundland.

Continued Board discussion:

- History of vision statement and its tie to the Policy Governance Manual
- Key concepts about the Township are now in the revised vision statement
- Concern with link to Board Goals and Objectives

VOICE VOTE ON THE AMENDMENT: Motion carried 4-3 (Treasurer Brixie, Trustees Deschaine and Opsommer)

VOICE VOTE ON THE MAIN MOTION: Motion carried unanimously.

D. Policy Regarding Minutes of the Township Board
Trustee Jackson moved to adopt the policy regarding minutes of the Township Board. Seconded by Trustee Sundland.

Treasurer Brixie moved to amend #6 of the proposed policy as follows:

- **Insert “, the Planning Director” after Clerk. Seconded by Trustee Deschaine.**

Board discussion:

- Planning Director is already included in the review process for technical corrections
- Policy will shorten the minutes

VOICE VOTE ON THE AMENDMENT: Motion carried unanimously.

VOICE VOTE ON THE MAIN MOTION: Motion carried unanimously.

E. March 21, 2017 Regular Meeting Minutes

Trustee Deschaine moved to adopt the Revised Draft Minutes of the March 21, 2017 Board meeting. Seconded by Treasurer Brixie.

Trustee Deschaine offered the following amendments to Page 8:

- **Insert comment as the first bullet under Board and staff discussion which reads: THIS MOTION IS BEING MADE IN CONSIDERATION OF THE TREMENDOUS SACRIFICES THAT CURRENT AND FUTURE EMPLOYEES HAVE MADE IN RENEGOTIATING THEIR PENSIONS AND BECAUSE WE ARE PROPOSING A PUBLIC SAFETY MILLAGE WE ARE ASKING OUR RESIDENTS TO CONSIDER IN AUGUST**
- **Amend bullet #5 to read: ~~Reminder~~ BOARD MEMBER BELIEF that all Township staff, ~~including the Manager~~, have received a 2% increase for three (3) years**
- **Amend bullet #7 to read: Board member belief that in 2012, ~~the salaries of the Clerk, Treasurer, Supervisor and Board Trustees~~ were cut due to “political lobbying directed at the LOCC**
- **Amend bullet #10 to read: Board member BELIEF ~~statement~~ that comparatively speaking, the various Board member compensation amounts are less than what is paid by other similarly sized communities**
- **Amend bullet #13 by deleting existing language and inserting: BOARD MEMBER BELIEF THAT VOTING IN A RAISE FOR BOARD MEMBERS IN THE SAME MEETING AS VOTING TO PUT ON THE BALLOT A APPROXIMATELY 1.5 MILLAGE INCREASE ON THE BALLOT IS WRONG AND DISTURBING**
- **Amend bullet #14 by deleting existing language and inserting: BOARD MEMBER BELIEF THAT THE TOWNSHIP IS IN A CRISIS WITH THE UNFUNDED PENSION LIABILITY AND THERE IS AN IMPORTANT MESSAGE TO SENT TO VOTERS THAT WE TAKE IT SERIOUSLY AND WE ARE GOING TO OUR PART BY REFUSING OUR RAISE AND TO MAKE A SACRIFICE**

Seconded by Treasurer Brixie.

Board and attorney discussion:

- Addition of opening statement in the proposed minutes, addressing perceived deficiencies in the draft minutes, timeframe for amending minutes, and approval of minutes when Board takes no action
- Objection to changing minutes six (6) weeks after the Board meeting
- Belief the minutes of March 21, 2017 can only be corrected at the April 4, 2017 Board meeting, referencing state law MCL 15.269
- Michigan Township Association (MTA) information states only one (1) opportunity to change minutes
- Township legal firm’s position the perceived conservative advice provided by the MTA regarding approval and/or correction of draft minutes relative to the Open Meetings Act (OMA) is incorrect

- Legal advice by the Township law firm states reenactment of approval of minutes at a subsequent meeting can remedy lack of approval
- Concern over legal theories v. case law and language in state statute
- Concern about the validity of legal advice as it applies to changing minutes

VOICE VOTE ON THE AMENDMENT: Motion carried 5-2 (Clerk Dreyfus, Trustee Sundland)

Trustee Deschaine moved to reenact the meeting of April 4, 2017 to approve the revised minutes of March 21, 2017 as amended. Seconded by Treasurer Brixie.

Board and attorney discussion:

- Changes which can legally be included in the minutes
- Concern about approving changes submitted at the April 18th Board meeting as the basis for the revision of minutes submitted at the reenacted April 4th Board meeting

Trustee Jackson called the question. Seconded by Treasurer Brixie.

VOICE VOTE ON THE AMENDMENT: Motion carried 5-2 (Clerk Dreyfus, Trustee Sundland)

Treasurer Brixie offered the following amendment to Neil Bowlby's comments on Page 12:

- **Delete "had a spouse with a professor salary, but the Clerk did not" and insert "IS MARRIED TO A UNIVERSITY PROFESSOR AND FROM A DUAL INCOME HOUSEHOLD, AND THE CLERK IS SINGLE"**

Seconded by Trustee Deschaine.

VOICE VOTE ON THE AMENDMENT: Motion carried 5-2 (Clerk Dreyfus, Trustee Sundland)

VOICE VOTE ON THE MAIN MOTION: Motion carried 5-2 (Clerk Dreyfus, Trustee Sundland)

13. BOARD DISCUSSION ITEMS

- A. Mixed Use Planned Unit Development #16024 (Capstone), construct Hannah Farms East at Hannah Boulevard/Eyde Parkway

Board and applicant discussion:

- Type of building materials, density and lack of greenspace
- History of the rezoning of the 81 acres to be developed as one (1) mixed use planned unit development (MUPUD)
- Negative impact of adding existing commercial into the MUPUD, inappropriately increasing density
- Concern the original mixed village concept has turned into a sprawling high density student apartment complex
- Michigan State University administration letter states there is no need for more off-campus student housing
- Crime and drugs associated with Chandler Crossing in Bath Township
- Student desire to live close to campus results in some single family homes turned into student rentals
- Applicant assertion that increasing the supply of student housing next to campus will improve the housing stock of single family homes available for faculty
- Creation of the MUPUD to target redevelopment of sites with large impervious surfaces

- Concerns that the conservation area adjacent to, but not affiliated with, the MUPUD was not to be included when calculating greenspace within the MUPUD
- Lack of diversity in proposed housing types, applicant's ability to offer 55 and over housing, "bubble" of multifamily housing units in the region which could burst someday, and aging hotels which can be converted into apartments
- Concern with traffic study methodology based on number of dwelling units and not people housed within the units, causing an underestimation of traffic counts
- Preference for dining and commercial options on the main floors, housing stock for 55 and over, as well as owner occupied residences
- Belief that proposed amenities are marketing features to attract renters and student numbers put forth by the applicant are skewed
- Belief that Capstone Collegiate Communities build projects and then typically sells them
- Meridian Township's needs are not being addressed by the applicant's proposal
- Applicant's belief an inadequate supply of student housing close to campus artificially inflates rental rates, resulting in a disincentive to fix up older apartments
- Retail establishments on the ground floor would reduce density
- Current property owner stated they are seeking a senior housing developer for the last parcel of property
- This project could be constructed with downsized empty-nester dwellings for seniors wishing to live in a walkable area
- Unlikelihood of seniors wanting to live next to a student apartment complex

It was the consensus of the Board to place this item on for action at its May 16, 2017 Board meeting unless the applicant requests an extension.

- B. Special Use Permit #16111 (Capstone), construct group of buildings greater than 25,000 square feet in size at Hannah Boulevard/Eyde Parkway

Director Kieselbach summarized the special use permit (SUP) request as outlined in staff memorandum dated April 27, 2017.

Board discussion:

- SUP process gives the Board an opportunity to discuss intangibles related to the project
- Larger size results in many consequences, including traffic

It was the consensus of the Board to place this item on for action at its May 16, 2017 Board meeting.

14. COMMENTS FROM THE PUBLIC

Supervisor Styka opened Public Remarks.

Jane Cissell, 4777 Mohican Lane, Okemos, questioned what individuals would want to live next to a high density student apartment complex, amendments made to the minutes and suggested paying someone overtime to take minutes so the Clerk can pay attention to Board business at meetings.

Bobby Bringi, 4543 Comanche Drive, Okemos, stated he is a university professor and one which would be attracted to suitable housing near campus.

Leonard Provencher, 5824 Buena Parkway, Haslett, addressed the hour discussion on minutes, reduction of public comment placed into the record and senior housing interspersed among student housing.

Neil Bowlby, 6020 Beechwood Drive, Haslett addressed the Board's rejection of the Local Officials Compensation Commission recommendation regarding pay raises, citing motive, means and opportunity.

Supervisor Styka closed Public Remarks.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS

Upon request, the Supervisor Styka clarified the intent of the new minute taking policy.

16. ADJOURNMENT

Treasurer Brixie moved to adjourn. Seconded by Trustee Deschaine.

VOICE VOTE: Motion carried unanimously.

Supervisor Styka adjourned the meeting at 9:50 P.M.

RONALD J. STYKA
TOWNSHIP SUPERVISOR

BRETT DREYFUS, CMMC
TOWNSHIP CLERK

Sandra K. Otto, Secretary



To: Board Members
From: Miriam Mattison
Miriam Mattison, Finance Director
Date: May 16th, 2017
Re: Board Bills

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 Apr 26th to May 8th, 2017	\$	5,032.32
TOTAL PURCHASES:	\$	<u>698,672.81</u>
ACH PAYMENTS	\$	<u>81,225.60</u>

05/09/2017 02:55 PM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
1. 20/20 PRINTING	GUS MACKER POSTCARD PRINTING	2,488.80	
2. AARON MCCONAUGHY	REIMB MILEAGE - APRIL	25.68	
3. AFFORDABLE TIRE	STATE CONTRACT TIRES 2017 AND DISPOSAL	1,319.70	
	STATE CONTRACT TIRES 2017 AND DISPOSAL	498.64	
	TOTAL	1,818.34	
4. AMERICAN PLANNING ASSOCIATION	MEMBERSHIP ID#072724	432.00	
5. ARGUS-HAZCO	STANDING PO - GAS MONITOR CALIBRATION/PARTS	170.97	
6. AT&T	MONTHLY SERVICE	90.40	
	MONTHLY SERVICE	109.17	
	MONTHLY SERVICE	90.40	
	MONTHLY SERVICE	203.42	
	MONTHLY SERVICE	104.32	
	MONTHLY SERVICE	374.64	
	MONTHLY SERVICE	2,924.32	
	TOTAL	3,896.67	
7. AUTO VALUE OF EAST LANSING	FLEET REPAIR PARTS 2017	75.80	
	FLEET REPAIR PARTS 2017	70.39	
	FLEET REPAIR PARTS 2017	180.79	
	FLEET REPAIR PARTS 2017	83.78	
	FLEET REPAIR PARTS 2017	66.53	
	FLEET REPAIR PARTS 2017	16.26	
	FLEET REPAIR PARTS 2017	16.26	
	FLEET REPAIR PARTS 2017	72.78	
	FLEET REPAIR PARTS 2017	4.61	
	TOTAL	587.20	
8. BERTICE L ELLIS	ELECTION INSPECTOR	182.50	
9. BEVERLY STEPHENS	ELECTION INSPECTOR	180.00	
10. BILL PRIESE	REIMB FOR EXPENCES @ FDIC	307.83	95047
11. BILL RICHARDSON	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	265.00	
12. BOARD OF WATER & LIGHT	STREET LIGHTING SERVICE	487.78	
13. BS&A SOFTWARE	BS&A SOFTWARE ANNUAL SERVICE AND SUPPORT FEES FOR	13,147.00	
14. BSN SPORTS	BASEBALL AND SOFTBALL HATS FOR WILLIAMSTON	850.50	
	BASEBALL SOFTBALL HATS FOR T-BALL AND YOUTH BASEBA	2,463.45	
	BASEBALL AND SOFTBALL HATS FOR WILLIAMSTON	489.95	
	TOTAL	3,803.90	
15. CAPITAL CITY INTERNATIONAL TRUCKS	TRUCK 504 REPAIR PARTS	1,164.84	
16. CARRIE L OWENS	ELECTION INSPECTOR	185.00	
17. CATHERINE ADAMS	REIMB FOR MILEAGE - APRIL	100.05	
18. CATHERINE EDGAR	ELECTION INSPECTOR	185.00	
19. CECIL RYALS	ELECTION INSPECTORS	177.50	
20. CINTAS CORPORATION #725	UNIFORM RENTAL 2017	30.14	

05/09/2017 02:55 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GF

Vendor Name	Description	Amount	Check #
21. COMCAST CABLE	MONTHLY SERVICE	149.85	
22. COMPLETE BATTERY SOURCE	BATTERIES FOR STOCK	12.85	
23. CONSUMERS ENERGY	ACCT#1030 2504 2856 LED LIGHTS HASLETT	8.39	
	ANNUAL LICENSE FEE FOR OKEMOS/HULETT PATHWAY	468.25	
	TOTAL	476.64	
24. COURTESY FORD	FORD REPAIR PARTS 2017	41.78	
	FORD REPAIR PARTS 2017	105.59	
	FORD REPAIR PARTS 2017	14.70	
	TOTAL	162.07	
25. CULLIGAN WATER CONDITIONING	SERVICE	6.00	
	SERVICE	8.00	
	BOTTLED WATER DEL'D	45.00	
	TOTAL	59.00	
26. CYNTHIA HELMAN	ELECTION INSPECTOR	150.00	
27. DANIELLE TANDOC	INSTRUCTION YOUTH COACHES CLINIC	300.00	
28. DATAPLEX PRINT & GRAPHICS	ENVELOPES FOR CLERK'S OFFICE	281.38	
29. DELHI CHARTER TOWNSHIP	OKEMOS SOFTBALL	200.00	
30. DIANNE HADDOCK	ELECTION INSPECTOR	145.00	
31. DIETZ JANITORIAL SERVICE INC	JANITORIAL SERVICE PSB, MUN BUILD, HARRIS CENTER 2	2,001.90	
	JANITORIAL SERVICE PSB, MUN BUILD, HARRIS CENTER 2	343.00	
	TOTAL	2,344.90	
32. DOLORES FOOTE	ELECTION INSPECTOR	175.00	
33. DONNA TIMOCK	ELECTION INSPECTOR	150.00	
34. DOUGLASS SAFETY SYSTEMS LLC	STANDING PO - FIRE EQUIPMENT/GEAR	149.52	
35. DUSTIN FARHAT	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	205.00	
36. ERIC D. GOLKE	ELECTION INSPECTOR	155.00	
37. ERIC EDERER	INSTRUCTOR FEE FOR NORDIC WALKING CLASS	15.00	
38. FEDEX	SHIPPING CHARGES	23.90	
39. GINGER PETTY	ELECTION INSPECTOR	167.50	
40. GOODYEAR COMMERCIAL TIRE	STATE CONTRACT HEAVY EQUIPMENT TIRES 2017	1,807.12	
	STATE CONTRACT HEAVY EQUIPMENT TIRES 2017	2,114.73	
	TOTAL	3,921.85	
41. GRANGER	SERVICE	325.00	
42. HAGFORS MARKETING TEAM LLC	FARM MKT ADVERTISING PROFESSIONA SERVICE	3,744.00	
43. HASLETT-OKEMOS ROTARY	2017 2ND QTR DUES - D. HALL	135.00	
44. HENDERSON GLASS	TOWAR REC CENTER GLASS	126.09	

05/09/2017 02:55 PM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
45. INGHAM COUNTY HEALTH DEPT	ANNUAL ENVIRONMENTAL HEALTH INSP FOR HNC	280.00	
46. IRMA JEAN LILLROSE	ELECTION INSPECTOR	177.50	
47. IRON MOUNTAIN	RECORD SHREDDING SERVICE	35.28	
48. JAMES HURST	PAYMENT TO AVOID EVICTION	500.00	95048
49. JEFFORY BROUGHTON	RADIO REPAIR	247.50	
	RADIO REPAIR	63.00	
	TOTAL	310.50	
50. JIMMERSON ROOFING	REFUND OVERPM'T ROOF PERMIT	45.00	
51. JOHN DEERE	DIESEL	1,189.81	
	GASOLINE	3,686.00	
	GASOLINE	2,912.00	
	DIESEL	992.50	
	TOTAL	8,780.31	
52. JOHN MCDERMOTT	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	205.00	
53. JOHNNY MAC'S	BASEBALL T-STANDS FOR OK/HAS	239.40	
	1-8 GRADE BASEBALL SOFTBALL PANTS FOR OKEMOS AND H	2,836.80	
	TOTAL	3,076.20	
54. JOYCE SMITH	ELECTION INSPECTOR	155.00	
55. JUDY WENZEL	ELECTION INSPECTOR	145.00	
56. JUNGLE JANE PROMOTIONS	WINE STOPPERS - 175TH GARDEN CLUB BENEFIT EVENT	365.65	
57. JUSTIN ADAIR	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	205.00	
58. KATHRYN GILLISON	ELECTION INSPECTOR	172.50	
59. KC'S TRUCK EQUIPMENT	REPLACE TURBO FAN SERVICE TRUCK	1,768.35	
	WATER SERVICE TRUCK REPAIR	4,327.77	
	TOTAL	6,096.12	
60. KELSEY DILLON	REIMB FOR MILEAGE - APRIL	62.17	
61. KEN PHINNEY	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	265.00	
62. KEYSTONE PRINTING GROUP	BUSINESS CARDS	387.87	
63. KIMBERLY MORFORD	ELECTION INSPECTOR	145.00	
64. KIT RICH	REIMB FOR MILEAGE - APRIL	93.63	
65. KITCH DRUTCHAS WAGNER VALITUTTI	MERIDIAN TWP RIGHTS OF WAY/TELECOM & CABLE	25.00	
66. LANSING UNIFORM COMPANY	STANDARD POLICE UNIFORM PURCHASE	610.00	
	STANDARD POLICE UNIFORM PURCHASE	269.85	
	STANDARD POLICE UNIFORM PURCHASE	150.00	
	TOTAL	1,029.85	
67. LEROY HARVEY	REIMB FOR MILEAGE - APRIL	24.61	
68. MACOMB COMMUNITY COLLEGE	BASIC TACTICAL OFFICER - J. CLEMENTS	900.00	

05/09/2017 02:55 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GF

Vendor Name	Description	Amount	Check #
69. MARK VROMAN	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	265.00	
70. MARK'S LOCK SHOP, INC.	PARK PADLOCKS	156.00	
71. MARY ELIZABETH FLETCHER	ELECTION INSPECTOR	140.00	
72. MARY TURNER	ELECTIONS INSPECTOR	150.00	
73. MARYANN GROOP	REIMB MILEAGE TO MMTA TREASURERS CONF	89.35	
74. MATT MORFORD	ELECTION INSPECTOR	160.00	
75. MBSC	REGISTRATION FOR 5 SOFTBALL TEAMS	1,000.00	
76. MBSC	REGISTRATION FOR 3 PONY BASEBALL TEAMS	495.00	
77. MEDICAL MANAGEMENT SYSTEMS OF	COLLECTION FEE	5,751.77	
78. MERIDIAN TOWNSHIP RETAINAGE	MT HOPE RD-THE ISABELLA CORP	1,457.50	
79. MICHIGAN.COM	LEGAL NOTICES	1,111.86	
80. MID MICHIGAN EMERGENCY EQUIPMENT	TRANSFER EQUIPMENT AND BUILD 3 UTILITY POLCE INTER EMERGENCY LIGHTING REPLACEMENTS 2017	5,716.75 428.29	
	TRANSFER EQUIPMENT AND BUILD 3 UTILITY POLCE INTER EMERGENCY LIGHTING REPLACEMENTS 2017	7,165.85 260.00	
	EMERGENCY LIGHTING REPLACEMENTS 2017	395.95	
	TOTAL	13,966.84	
81. MILLER, JOHNSON, SNELL AND	LEGAL SERVICE THR MARCH 31, 2017	130.00	
82. MOORE MEDICAL LLC	STANDING PO FOR EMS SUPPLIES/EQUIPMENT	781.60	
83. MORRISON INDUSTRIAL EQUIPMENT	REPLACE FORK LIFT ENGINE PER QUOTE	6,051.78	
84. MOR-SON LEASING COMPANY	FORK TRUCK RENTAL	1,397.00	
85. NAPA	FLEET REPAIR PARTS 2017	180.64	
	FLEET REPAIR PARTS 2017	23.88	
	FLEET REPAIR PARTS 2017	23.88	
	FLEET REPAIR PARTS 2017	160.58	
	FLEET REPAIR PARTS 2017	399.99	
	FLEET REPAIR PARTS 2017	195.97	
	FLEET REPAIR PARTS 2017	82.94	
	FLEET REPAIR PARTS 2017	45.45	
	FLEET REPAIR PARTS 2017	510.18	
	FLEET REPAIR PARTS 2017	99.99	
	FLEET REPAIR PARTS 2017	278.56	
	TOTAL	2,002.06	
86. NYBOER BUILDERS	REFUND PERMIT CANCELLED @ 5710 POTTER	88.00	
87. OKEMOS COMMUNITY EDUCATION	CAFETERIA USE 2017 SPRING REYCLING EVENT 7 HOURS	325.00	
88. OVERHEAD DOOR OF LANSING	DORR REPAIR FIRESTATION #93	250.00	
89. PARAMOUNT COFFEE CO.	COFFEE & SUPPLIES	122.20	
90. PATRICIA MCPHEE	ELECTION INSPECTOR	147.50	
91. PECKHAM	MUNICIPALBUILDING/CEN FIRE JANITORIAL 2017	2,445.16	
92. PEOPLEFACTS LLC	SERVICE FOR APRIL	16.67	

05/09/2017 02:55 PM
 User: hudecek
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
93. PLAYMAKERS	INSTRUCTOR FEE FOR RUNNING CLUB	862.50	
94. POSTMASTER	ANNUAL RENEWAL PO BOX 1400 UTILITY BILLING	314.00	
95. PROGRESSIVE AE	ADMINISTRATION OF LAKE LANSING WATERSHED	2,391.41	
96. REBECCA MAY LEEFERS	ELECTION INSPECTOR	177.50	
97. RECLAIMED BY DESIGN	MAY RECYCLING SERVICE	2,000.00	
98. REFPAY TRUST ACCOUNT	OKEMOS SOCCER	2,580.00	
	OKEMOS BASEBALL	5,820.00	
	WILLIAMSTON YOUTH BASE/SOFTBALL	2,160.00	
	TOTAL	10,560.00	
99. RESERVE ACCOUNT	TWP MONTHLY POSTAGE 2017 - MAY	3,000.00	
100 RICHARD D WEINGARTNER	ELECTION INSPECTOR	185.00	
101 RON ST GERMAIN	INSTRUCTOR FOR HNC PHOTOGRAPHY CLASSES	618.75	
102 RUTH A AEDER	ELECTION INSPECTOR	145.00	
103 RYAN CAMPBELL	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	265.00	
104 SAFETY SERVICES INC	SUPPLIES	102.87	
105 SALLY CONLEY	ELECTION INSPECTOR	150.00	
106 SHARYL A WALLING	ELECTION INSPECTOR	147.50	
107 SOLDAN'S FEED & PET SUPPLIES	CANINE SUPPLIES FOR TWO DOGS	32.99	
	CANINE SUPPLIES FOR TWO DOGS	56.99	
	CANINE SUPPLIES FOR TWO DOGS	27.99	
	TOTAL	117.97	
108 SONDRRA GOLKE	ELECTION INSPECTOR	185.00	
109 SPARROW CARES	2ND QTR EMPLOYEE ASSISTANCE PROGRAM-CARES	950.00	
110 SPARROW OCCUPATIONAL	SERVICES FOR APRIL	99.50	
	PROFESSIONAL SERVICES	99.50	
	TOTAL	199.00	
111 SPARTAN DISTRIBUTORS	TORO MOWER REPAIR PARTS	502.36	
	TORO MOWER REPAIR PARTS	197.60	
	TOTAL	699.96	
112 SPARTAN PRINTING INC	SCOOP NEWSLETTER SPRING 2017 & MAILING SERVICES	143.00	
113 SPRINT	CELLULAR PHONE SERVICE FOR SGT'S VEHICLES	96.96	
114 STATE OF MICHIGAN	LIQUOR LICENSE APP FEE FOR CELEBRATE MERIDIAN	50.00	95046
	N MERIDIAN RD PARK TESTING	127.21	
	TOTAL	177.21	

05/09/2017 02:55 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GF

Vendor Name	Description	Amount	Check #
115 SUPREME SANITATION	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	
	TOTAL	925.00	
116 SVCICC, INC	INSPECTOR CLASS REGISTRATION - M. WALL	45.00	
	INSPECTOR CLASS REGISTRATION - R. BOLEK	45.00	
	INSPECTOR CLASS REGISTRATION - J. HECKAMAN	45.00	
	TOTAL	135.00	
117 TDS	SERVICE FOR APRIL	1,323.23	
118 THE ISABELLA CORP.	MT HOPE RD PATHWAY - PAY EST#2	13,117.50	
119 THE ROSSOW GROUP, LLC	INSTRUCTOR DEVELOPMENT -J. ADAMS	495.00	
120 TIMOTHY BOOMS	CLASS A UNIFORM REIMBURSEMENT PER CONTRACT	205.00	
121 TVU NETWORKS	ANNUAL SUPPORT	687.00	
	SERVICE FOR MARCH	500.00	
	SERVICE FOR APRIL	500.00	
	TOTAL	1,687.00	
122 ULINE	HEAT SEALER - EVIDENCE ROOM	135.30	
123 UNWIRED REVOLUTION	UNWIRED REVOLUTION - 2017-18 NETMOTION LICENSE MAI	3,368.75	
124 VARIPRO BENEFIT ADMINISTRATORS	FLEX ADMINISTRATION 05-17	176.25	
125 VIRIDIS DESIGN GROUP	BIDDING AND CONSTRUCTION ADMINISTRATIVE SERVICES -	3,698.33	
TOTAL - ALL VENDORS		153,948.22	
FUND TOTALS:			
Fund 101 - GENERAL FUND		76,758.25	
Fund 204 - PEDESTRIAN BIKEPATH MILLAGE		15,043.25	
Fund 208 - PARK MILLAGE		5,470.63	
Fund 209 - Land Preservation Millage		62.17	
Fund 211 - PARK RESTRICTED/DESIGNATED		3,794.00	
Fund 218 - POLICE RESTRICTED/DESIGNATED		1,395.00	
Fund 230 - CABLE TV		1,855.00	
Fund 246 - TIRF		2,391.41	
Fund 250 - COMMUNITY NEEDS FUND		500.00	
Fund 661 - MOTOR POOL		46,678.51	

05/09/2017 02:56 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: PW

Vendor Name	Description	Amount	Check #
1. CITY OF EAST LANSING	SEWER OPERATIONS - MAY	205,698.75	
	OPERATING & INTERCONNECT - MAY	217,597.50	
	TOTAL	423,296.25	
2. FERGUSON WATERWORKS #3386	WATER REPARTS 2017	1,587.00	
	WATER REPARTS 2017	614.00	
	TOTAL	2,201.00	
3. FISHBECK, THOMPSON, CARR & HUBER	TWP WATER SYSTEM AMP	1,706.00	
	TWP/SAW GRANT #130748	11,222.80	
	TOTAL	12,928.80	
4. GOLDSTREET DESIGN AGENCY, INC	COMMERCIAL FOG BROCHURE	1,908.00	
5. GRAINGER	MISC SUPPLIES	125.60	
	MISC SUPPLIES	76.28	
	TOTAL	201.88	
6. GRANGER	SERVICE FOR APRIL	42.50	
7. HASLETT TRUE VALUE HARDWARE	VIS TAPE RULE	5.99	
8. JEFF KESSNER	REIMB SURVEY BY SHELLENBARGER ENGINEERING	375.00	
9. MAULDON BROTHERS CONSTRUCTION LLC	ARDMORE BL69 TOWNER WATER MAIN 2017	85,392.00	
10. MERIDIAN TOWNSHIP RETAINAGE	ARDMORE/TOWNER WATER MAIN-MAULDON BROS	9,488.00	
11. SAFETY SERVICES INC	SUPPLIES	102.87	
12. SUPERIOR ASPHALT, INC	SANITARY REPAIR @ 5118 PARK LAKE RD	3,250.00	
13. TDS	SERVICE FOR APRIL	191.18	
14. TRI TITLE AGENCY LLC	REFUND OVERPM'T FINAL #HYAC-003531-0000-02	98.80	
TOTAL - ALL VENDORS		539,482.27	
FUND TOTALS:			
Fund 590 - SEWER FUND		220,465.20	
Fund 591 - WATER FUND		319,017.07	

05/09/2017 02:56 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 05/16/2017 - 05/16/2017
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: TA

Vendor Name	Description	Amount	Check #
1. STATE OF MICHIGAN	ENDING SOR REGISTRATION 3/31/17	120.00	
	SOR REGISTRATION END DATE 4/30/17	90.00	
	TOTAL	<u>210.00</u>	
TOTAL - ALL VENDORS		210.00	
FUND TOTALS:			
Fund 701 - TRUST & AGENCY		210.00	

Credit Card Transactions April 27th to May 8th, 2017

Date	Merchant Name	Amount	Account Name
2017/05/03	AMAZON MKTPLACE PMTS	\$18.87	MICHELLE PRINZ
2017/05/03	AMAZON MKTPLACE PMTS	\$42.90	MICHELLE PRINZ
2017/05/04	AMAZON MKTPLACE PMTS	\$94.28	MICHELLE PRINZ
2017/05/04	AMAZON MKTPLACE PMTS	\$4.88	MICHELLE PRINZ
2017/05/03	AMAZON MKTPLACE PMTS	\$16.50	CHRISTOPHER DOMEYER
2017/05/02	AMAZON.COM	\$27.12	MICHELLE PRINZ
2017/05/04	AMAZON.COM	\$29.93	MICHELLE PRINZ
2017/05/03	AMAZON.COM	\$7.99	CHRISTOPHER DOMEYER
2017/04/28	BELLE TIRE 044	\$45.00	TODD FRANK
2017/05/05	BELLE TIRE 044	\$45.00	TODD FRANK
2017/05/01	BIRD WATCHING	\$24.95	KATHERINE RICH
2017/05/02	BOBCAT OF LANSING	\$85.38	TODD FRANK
2017/05/06	BURGER KING PA11572005	\$9.84	TAVIS MILLEROV
2017/05/04	CHANNING BETE CO AHA	\$260.51	CATHERINE ADAMS
2017/04/28	COMFORT INNS	\$382.50	JULIE BRIKIE
2017/05/05	CORAL GABLES OF EAST LANS	\$419.45	MICHELLE PRINZ
2017/04/28	CORNELL LAB ORNITHOLOGY	\$44.00	KATHERINE RICH
2017/05/02	DOMINO'S 1206	\$25.17	BENJAMIN MAKULSKI
2017/05/05	EB THE ESSENTIAL STRA	\$198.00	MICHELLE PRINZ
2017/04/27	EXXONMOBIL 97687552	\$47.97	DAVID LESTER
2017/04/30	FACEBK 467EEBN592	\$7.79	MICHAEL DEVLIN
2017/04/30	FACEBK RR2KABNL92	\$44.96	LUANN MAISNER
2017/05/01	GRAFF-CHEVROLET-OKEMOS	\$48.57	TODD FRANK
2017/05/04	HASLETT TRUE VALUE HARDW	\$7.49	ROBERT STACY
2017/05/04	HASLETT TRUE VALUE HARDW	\$350.32	PETER VASILION
2017/05/04	JIMMY JOHNS - 90055 - ECO	\$18.92	ANDREA SMILEY
2017/05/03	JIMMY JOHNS - 90055 - MOT	\$113.00	MICHELLE PRINZ
2017/05/04	KIMBALL MIDWEST	\$176.89	TODD FRANK
2017/05/04	KROGER FUEL #9793	\$75.10	KENNITH PHINNEY
2017/05/03	KUSTOM SIGNALS	\$50.00	SCOTT DAWSON
2017/05/03	LA POLICE GEAR	\$206.86	ANDREW MCCREADY
2017/04/29	LOVE S TRAVEL 00006007	\$29.00	WILLIAM PRIESE
2017/05/02	LUCKY HOUSE	\$26.13	SANDRA OTTO
2017/05/01	MAPERS	\$700.00	MICHELLE PRINZ
2017/04/28	MEIJER INC #025 Q01	\$38.31	MICHELLE PRINZ
2017/05/04	MEIJER INC #025 Q01	\$11.98	MICHELLE PRINZ
2017/05/01	MEIJER INC #025 Q01	\$17.67	WILLIAM RICHARDSON
2017/05/05	MEIJER INC #025 Q01	\$23.45	CHRISTOPHER DOMEYER
2017/05/01	MICHIGAN ASSOCIATION OF C	\$100.00	GREGORY FRENGER
2017/05/01	MICHIGAN BATTERY EQUIPME	\$217.00	TODD FRANK
2017/05/02	MICHIGAN BATTERY EQUIPME	\$90.00	TODD FRANK
2017/05/01	MIWATERS WATER RESOURCES	\$408.00	JANE GREENWAY
2017/05/04	MORSON LEASING	(\$1,480.82)	TODD FRANK
2017/04/28	NATIONAL AUDUBON SOCIETY	\$20.00	KATHERINE RICH
2017/04/30	NATIONAL REGISTRY EMT	\$75.00	SCOTT DAWSON
2017/05/01	NWF*NATIONAL WILDLIFE	\$24.95	KATHERINE RICH
2017/04/28	NWF*NATL WILDLIFE FED	\$25.00	KATHERINE RICH
2017/05/04	OFFICEMAX/OFFICEDEPOT #61	\$55.98	KATHERINE RICH
2017/05/05	OFFICEMAX/OFFICEDEPOT #61	\$44.97	TAVIS MILLEROV
2017/05/04	OKEMOS HDWE INC	\$7.59	PETER VASILION
2017/05/02	OKEMOS HDWE INC	\$9.99	ROBERT MACKENZIE

2017/05/04	PAYPAL *MAMC	\$525.00	BRETT DREYFUS
2017/04/28	PAYPAL *MICHIGANBLU	\$40.00	KATHERINE RICH
2017/05/04	PETMOUNTAIN COM	\$122.17	CATHERINE ADAMS
2017/05/01	QUALITY DAIRY 31280027	\$29.37	DARCIE WEIGAND
2017/04/28	SOLDANS FEEDS PET S	\$4.47	CATHERINE ADAMS
2017/05/03	SOLDANS FEEDS PET S	\$57.97	CATHERINE ADAMS
2017/05/02	SP * 2017 SENIOR DAY	\$42.90	DARCIE WEIGAND
2017/05/02	THE HOME DEPOT #2723	\$11.85	ROBERT STACY
2017/05/04	THE HOME DEPOT #2723	\$21.16	ROBERT STACY
2017/04/27	THE HOME DEPOT #2723	\$261.63	MATT FOREMAN
2017/05/02	THE HOME DEPOT #2723	\$5.22	MATT FOREMAN
2017/05/05	THE HOME DEPOT #2723	\$12.91	CHRISTOPHER DOMEYER
2017/04/27	THE HOME DEPOT #2723	\$1.02	PETER VASILION
2017/04/27	THE HOME DEPOT #2723	\$1.79	PETER VASILION
2017/04/27	THE HOME DEPOT #2723	\$23.72	PETER VASILION
2017/05/05	THE HOME DEPOT #2723	\$25.96	MIKE ELLIS
2017/04/27	THE HOME DEPOT #2723	\$120.21	DAVID LESTER
2017/04/28	THE HOME DEPOT #2723	\$21.39	DAVID LESTER
2017/05/04	THE HOME DEPOT #2723	\$73.92	DAVID LESTER
2017/04/28	THE HOME DEPOT #2723	\$19.88	TAVIS MILLEROV
2017/05/05	THE HOME DEPOT #2723	\$2.48	DAN PALACIOS
2017/04/28	THE INTERNATIONAL SOCI	\$125.00	WILLIAM PRIESE
2017/05/03	U-HAUL JOLLY CEDAR	\$12.72	DENNIS ANTONE
2017/05/03	U-HAUL JOLLY CEDAR	\$85.60	DENNIS ANTONE
2017/05/01	WAL-MART #2866	\$9.64	ROBERT MACKENZIE

\$5,032.32

ACH Transactions

<u>Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Purpose</u>
05/02/17	Blue Care Network	39,821.58	Employee Health Insurance
05/03/17	ICMA	687.13	Management Fee
05/04/17	Blue Care Network	9,832.71	Employee Health Insurance
05/08/17	Consumers Energy	30,884.18	Gas & Electric
	Total ACH Payments	<u>81,225.60</u>	



9. D

To: Board Members
From: Frederick B. Cowper
Frederick B. Cowper, Fire Chief
Date: May 11, 2017
Re: 2016 Fire Prevention and Safety Grant Program

The Fire Department is proposing that Meridian Township participate in the Department of Homeland Security's 2016 Fire Prevention and Safety Grant Program. The Fire Department has been successful in past efforts to obtain funding and desires to continue those efforts. The proposal includes funding for a door-to-door combination smoke alarm and carbon monoxide detector installation program.

The total cost of this grant request is \$75,000.00. The Meridian Township share would be 5% (\$3,750.00). We are proposing to fund the \$3,750.00 from the 2017 general fund.

The following motion is prepared for Board consideration:

MOVE 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 \$3,750.00 COMING FROM THE 2017 GENERAL FUND.



9. E

To: Board Members
From: Frederick B. Cowper
Frederick B. Cowper, Fire Chief
Date: May 11, 2017
Re: Adoption of the 2015 International Fire Code

On April 21, 2017, the Building Department adopted the 2015 Michigan Building Code, as adopted by statute by the State of Michigan. The 2015 Michigan Building Code is based upon the 2015 International Building Code, and is revised every 3 years with specific amendments approved by the State. The companion fire code is the 2015 International Fire Code which I am requesting that the Township Board formally adopt.

Chapter 26. Fire Prevention and Protection

Article II. International Fire Code

§ 26-26. Adoption.

[Ord. No. 2001-13, 10-16-2001; amended by Ord. No. 2004-10, 11-18-2004; Ord. No. 2008-15, 1-27-1009; Ord. No. 2014-06, 12-2-2014]

That certain document, a copy of which is on file in the office of the Township Clerk, being marked and designated as the "International Fire Code, ~~2012-2015~~ edition," including Appendix Chapters B, C, D, E, F, G, H, ~~and I, and J~~ (International Fire Code Section 101.2.1, ~~2012-2015~~ edition), as published by the International Code Council, is hereby adopted, and incorporated by reference into the Township Code of Ordinances, with Meridian amendments, as the Fire Code of the Charter Township of Meridian, in the State of Michigan, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Township, and to provide for the issuance of permits and collection of fees. Such adoption and incorporation shall include all amendments to the ~~2012-2015~~ International Fire Code. The penalties and procedures prescribed pursuant to the ~~2012-2015~~ International Fire Code are applicable to violations occurring in the Township.

§ 26-27. Revisions; limitations; amendments.

[Ord. No. 2001-13, 10-16-2001; amended by Ord. No. 2004-10, 11-18-2004; Ord. No. 2008-15, 1-27-1009; Ord. No. 2014-06, 12-2-2014]

(a)

The following sections of the ~~2012-2015~~ International Fire Code, as amended, are hereby revised as follows:

Section 101.1: Insert: Charter Township of Meridian.

Section 109.4: Insert: misdemeanor, \$500.00, ninety (90) days.

Section 111.4: Insert: \$500.00, \$500.00.

Section 507.5.1: Strike 400 feet; insert 150 feet.

Section 507.5.1, Exception 2: Strike 600 feet; insert 250 feet.

Section 507.5.1.1: Strike standpipe; insert fire protection; strike Section 905; insert Chapter 9.

Section 903.2: Add: 903.2.13 Group B occupancies with fire areas over 25,000 square feet shall be sprinkled.

Section 1103.5.3 shall read as follows: Section 1103.5.3 Group I-2 Condition 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2 Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the limits set forth by the Michigan Bureau of Fire Services rules for each respective facility.

(b)

The geographic limits referred to in certain sections of the ~~2012-2015~~ International Fire Code, as amended, are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

RESOLUTION

At a 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 16th day of May, 2017 at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, pursuant to Section 23 of the Charter Township Act, being MCL 42.23, the Charter Township of Meridian may adopt any provision of state law or detailed technical regulations as a township ordinance; and

WHEREAS, the Township Board has previously adopted a Uniform Fire Code being Article II of Chapter 26 of the Township's Code of Ordinances; and

WHEREAS, the Township Uniform Fire Code Article II of Chapter 26 incorporates by reference the 2012 International Fire Code, as published by the International Conference of Building Officials; and

WHEREAS, the International Conference of Building Officials updated the International Fire Code and has now adopted and published the 2015 International Fire Code; and

WHEREAS, the Township Board has reviewed the proposed ordinance at its May 6, 2017 meeting, and deems it in the best interest of the public health, safety, and welfare of the citizenry of the Charter Township of Meridian to incorporate by reference the International Fire Code, 2015 edition, with amendments.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that the Township Board hereby INTRODUCES FOR PUBLICATION AND SUBSEQUENT ADOPTION Ordinance No. __, entitled "Ordinance Amending the Code of the Charter Township of Meridian, Chapter

MEMORANDUM

9. E

TO: Township Board
FROM: Frederick B. Cowper
Frederick B. Cowper, Fire Chief
DATE: May 11, 2017
RE: Adoption of the 2015 International Fire Code

On April 21, 2017, the Building Department adopted the 2015 Michigan Building Code, as adopted by statute by the State of Michigan. The 2015 Michigan Building Code is based upon the 2015 International Building Code, and is revised every 3 years with specific amendments approved by the State. The companion fire code is the 2015 International Fire Code which I am requesting that the Township Board formally adopt.

Chapter 26. Fire Prevention and Protection

Article II. International Fire Code

§ 26-26. Adoption.

[Ord. No. 2001-13, 10-16-2001; amended by Ord. No. 2004-10, 11-18-2004; Ord. No. 2008-15, 1-27-1009; Ord. No. 2014-06, 12-2-2014]

That certain document, a copy of which is on file in the office of the Township Clerk, being marked and designated as the "International Fire Code, 2012-2015 edition," including Appendix Chapters B, C, D, E, F, G, H, ~~and I, and J~~ (International Fire Code Section 101.2.1, 2012-2015 edition), as published by the International Code Council, is hereby adopted, and incorporated by reference into the Township Code of Ordinances, with Meridian amendments, as the Fire Code of the Charter Township of Meridian, in the State of Michigan, to regulate and govern the safeguarding of life and property from fire and explosion hazards arising from the storage, handling and use of hazardous substances, materials and devices, and from conditions hazardous to life or property in the occupancy of buildings and premises in the Township, and to provide for the issuance of permits and collection of fees. Such adoption and incorporation shall include all amendments to the 2012-2015 International Fire Code. The penalties and procedures prescribed pursuant to the 2012-2015 International Fire Code are applicable to violations occurring in the Township.

§ 26-27. Revisions; limitations; amendments.

[Ord. No. 2001-13, 10-16-2001; amended by Ord. No. 2004-10, 11-18-2004; Ord. No. 2008-15, 1-27-1009; Ord. No. 2014-06, 12-2-2014]

(a)

The following sections of the 2012-2015 International Fire Code, as amended, are hereby revised as follows:

Section 101.1: Insert: Charter Township of Meridian.

Section 109.4: Insert: misdemeanor, \$500.00, ninety (90) days.

Section 111.4: Insert: \$500.00, \$500.00.

Section 507.5.1: Strike 400 feet; insert 150 feet.

Section 507.5.1, Exception 2: Strike 600 feet; insert 250 feet.

Section 507.5.1.1: Strike standpipe; insert fire protection; strike Section 905; insert Chapter 9.

Section 903.2: Add: 903.2.13 Group B occupancies with fire areas over 25,000 square feet shall be sprinkled.

Section 1103.5.3 shall read as follows: Section 1103.5.3 Group I-2 Condition 2. In addition to the requirements of Section 1103.5.2, existing buildings of Group I-2 Condition 2 occupancy shall be equipped throughout with an approved automatic sprinkler system in accordance with Section 903.3.1.1. The automatic sprinkler system shall be installed as established by the limits set forth by the Michigan Bureau of Fire Services rules for each respective facility.

(b)

The geographic limits referred to in certain sections of the 2012-2015 International Fire Code, as amended, are hereby established as follows:

Section 5704.2.9.6.1 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks outside of buildings is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

Section 5706.2.4.4 (geographic limits in which the storage of Class I and Class II liquids in above-ground tanks is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

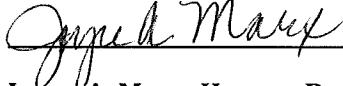
Section 5806.2 (geographic limits in which the storage of flammable cryogenic fluids in stationary containers is prohibited):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.

Section 6104.2 (geographic limits in which the storage of liquefied petroleum gas is restricted for the protection of heavily populated or congested areas):

- (a) Meets all requirements and standards of the International Fire Code, as determined by the Fire Chief, or designee; and
- (b) Has been granted a special use permit for such use under the Zoning Ordinance of the Charter Township of Meridian.



To: Board Members
From: 
Joyce A. Marx, Human Resources Director
Date: May 11, 2017
Re: Resolution for Camera Security System Grant

Currently, there are no cameras inside or outside of the Township Municipal Building. As part of the newly created Township Safety Committee objectives, proactive measures, such as outside cameras, will provide extra protection for our residents and employees. Cameras will aid police in identifying suspects, suspicious activities, and monitoring who enters the building before, during, and after work hours. In addition, the cameras will provide valuable evidence if an incident or crime occurs, which helps to protect the Township from liability.

Enclosed you will find a resolution that must accompany the grant application.

The following motion is proposed for Board consideration:

MOVE 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.

Attachments:

1. Grant Application
2. Resolution for Camera Security System Grant
3. Specification Sheet for Outdoor Cameras



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

05/16/2017

Michigan Participating Plan
Risk Reduction Grant Program
Attention: Administrator
1700 Opdyke Court
Auburn Hills, MI 48326

Dear Administrator:

Please find enclosed, a copy of our grant application for your 2017 Risk Reduction Grant Program. Meridian Township hopes to obtain approval for funding to purchase a camera security system for the Meridian Township Municipal Building.

This grant opportunity will allow Meridian Township to add this necessary security measure. Without your support, we lack the funds to complete this project.

Thank you for your consideration regarding our enclosed grant application. If you have any questions, please feel free to contact me at 517-853-4210.

Sincerely,

Joyce A. Marx
Human Resources Director/Risk Manager

**MICHIGAN TOWNSHIP PARTICIPATING PLAN
RISK REDUCTION GRANT PROGRAM
APPLICATION**

Members name of applicant

Meridian Township

Member address

**5151 Marsh Road
Okemos, MI 48864**

Member telephone number

517-853-4210

Member fax number

517-853-4251

Member e-mail address

marx@meridian.mi.us

Member current population

42,000

State the number of years the applicant has been a continuous member of the Par Plan

**Meridian Township has been a member of the Par Plan since January 1,
2014. For the last four years, the Township has been a continuous member.**

Project manager's name, position with member entity and phone number if different than provided above

**Joyce A. Marx, Human Resources Director/Risk Manager for Meridian
Township will be the person responsible for the project. Her name and
address is the same as above.**

Project Title

Meridian Township - Camera Security System Grant

A signed resolution of approval by your member entity board/governing body must be submitted with your application

Please see attached

Provide the complete description of the project including a list of items or services to be purchased

The grant monies, if awarded to Meridian Township, would help to fund the purchase and installation of a security camera system for our Township Municipal Building.

Below is a detailed list of items to be installed:

- (1) Avigilon System Recorder-HD-NVR3-VAL-18TB-NA**
- (2) Avigilon outdoor rated cameras outside overlooking the parking lot**
- (2) Power Mounts**
- (2) Outdoor Pole Enclosures**
- (2) Wireless Access Points**
- (2) Outdoor Camera Enclosures**

Provide the total cost of the project

The estimate amount of the total project is \$22,210.

State the total amount of the RRGP grant you wish to receive (not to exceed \$5,000)

The total amount of grant funding the Meridian Township is seeking is \$5,000.

Provide the member's financial participation in funding the grant request

Meridian Township would provide the additional funding (over the \$5,000) for the camera security system. The above stated project will be the minimum package and we anticipate adding indoor cameras to the project in the near future. This funding will come from the Meridian Township General Fund.

State the date and amount of last reward received from the RRGF if applicable

Meridian Township has never applied or received a grant award from the Michigan Township Participating Plan.

Describe how this grant will specifically be used to address the identified exposure

Currently, there are no cameras inside or outside of the Township Municipal Building. The building is used for various meetings and gatherings that draw many residents and employees at all hours of the day and into the late evening. As part of the objectives of the newly created Township Safety Committee, protective measures, such as outside cameras, will provide extra protection for our residents and employees. The cameras will provide a proactive approach to notify people in the building in case evacuation or take-cover procedures need to be implemented. For individuals inside, the system will give them a heads-up of any outside activity in the parking areas and entrances to the building.

Provide the measurable benefits of this project

The measurable benefits are first and foremost, providing a "safety first" commitment to our employees and residents. This is a priority and the municipality cares about protecting our residents and employees. Cameras will aid the Police and Fire Departments for a visual at all times around the clock. Police will be able to identify suspects, suspicious activities, and monitoring who enters the building before, during, and after work hours. In addition, the cameras will provide valuable evidence if an incident or crime occurs, protecting us from liability and bringing suspects to justice in the event of a crime. Numerous employees have key entry to the building and there is a need to know who is here before and after hours and for what reason.

State how many days you will need to complete the project from start to finish

Meridian Township will have the project completed within 60 days of grant approval.

Provide a detailed budget for this project from beginning to end including the amounts and sources of any money (if any)

The estimated amount for the entire project is \$22,210. Meridian Township will pay \$17,210 towards this project as well as possible additions to this project for indoor camera security.

RESOLUTION FOR CAMERA SECURITY SYSTEM GRANT

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held on the 16th day of May 2017, at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____

and supported by _____

WHEREAS, Meridian Township Board of Trustees wishes to apply to the Michigan Township Participating Plan (Par Plan) Risk Reduction Grant Program (RRGP) in order to purchase equipment for Meridian Township, and

WHEREAS, Meridian Township Board of Trustees have chosen to submit a grant application for a camera security system; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that Meridian Township is authorized to submit this grant application on behalf of Meridian Township on this 16th day of May 2017.

ADOPTED: YEAS: _____

NAYS: _____

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 16th day of May 2017.

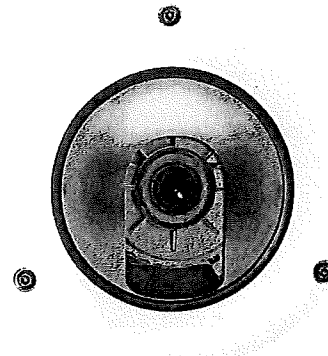
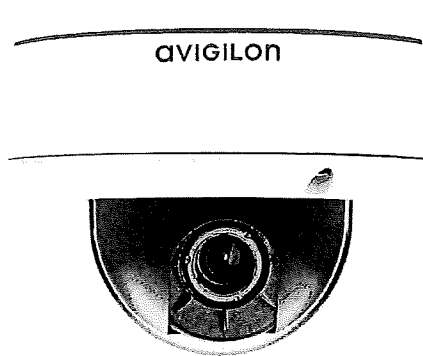
Brett Dreyfus, Clerk
Meridian Charter Township

5.0 Megapixel Day/Night H.264 HD Outdoor Dome Camera

AVIGILON
THE BEST EVIDENCE™

Avigilon's end-to-end surveillance solutions deliver image detail no other system can match. Avigilon Control Center software, featuring High-Definition Stream Management™ (HDSM™) technology combined with our broad range of megapixel cameras (from 1 MP to 29 MP) provide unprecedented clarity—while effectively managing storage and bandwidth requirements. Our components are scalable and can work together in an end-to-end system, or can be customized to create your own powerful and cost-effective solution.

The innovative H.264 HD dome camera is just one way Avigilon can help provide the very best monitoring and protection.



The 5.0MP H.264 HD outdoor dome camera is a great solution for monitoring both daytime and nighttime outdoor activities. It features an integrated lens for remote focus and zoom control and is ONVIF compliant for no-hassle integration. The 5.0MP dome camera operates on Avigilon's H3 platform, providing this model with improved low light performance and enhanced HDSM features. P-Iris control also allows the camera to automatically set its iris position to maximize image quality in all lighting conditions. This camera is extremely versatile and can work in almost any location, including banks, schools, retail outlets, municipal grounds and buildings, hotels, bars and restaurants.

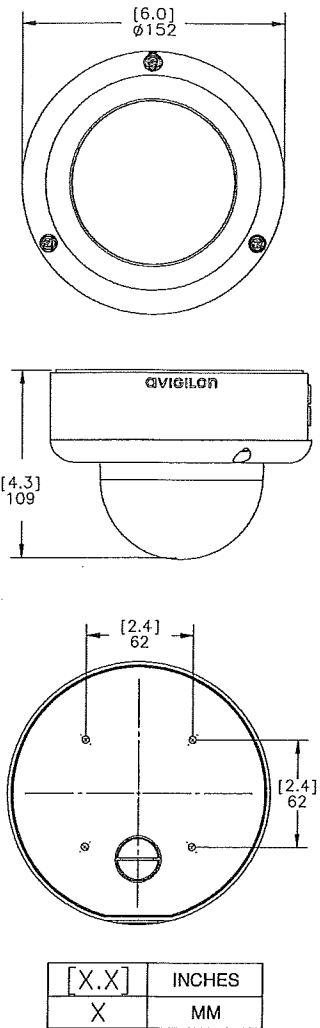
KEY FEATURES

- 5.0 megapixel progressive scan CMOS sensor
- Unsurpassed image quality
- Available with 3-9 mm F1.2 or 9-22 mm F1.6 P-Iris lens with remote focus and zoom
- 13 Images per second at full resolution
- 69dB true dynamic range
- H.264 and Motion JPEG compression
- ONVIF compliant API
- Multiple video streams
- Zoom adaptive IR provides the most effective illumination at all zoom positions
- Content adaptive IR prevents image saturation while maintaining optimum scene illumination
- Integrated IR (Infrared) LEDs provide uniform illumination in the dark, even at 0 lux, up to maximum of 15 m (50 ft) away
- Automatic removable IR cut filter for IR sensitivity at night
- Power over Ethernet, 24 VAC or 12 VDC power input
- Audio Input and Output
- Analog Video Output
- External I/O
- Vandal resistant construction and IP66 compliant

Specifications

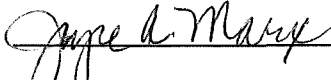
		5.0-H3-D1	5.0-H3-D2	
CAMERA	Image Sensor	1/3.2" progressive scan CMOS		
	Active Pixels	2592 (H) x 1944 (V)		
	Imaging Area	4.6 mm (H) x 3.4 mm (V) (0.181" (H) x 0.133" (V))		
	Minimum Illumination	0.3 lux (F1.2) in color mode; 0.03 lux (F1.2) in monochrome mode	0.6 lux (F1.6) in color mode; 0.06 lux (F1.6) in monochrome mode	
	Dynamic Range	69 dB		
	Lens	3-9 mm, F1.2, P-Iris, remote focus and zoom	9-22 mm, F1.6, P-Iris, remote focus and zoom	
	Angle of View	28° - 84°	12° - 28°	
	Image Compression Method	H.264 (MPEG-4 Part 10/AVC), Motion JPEG		
	Image Rate	13 (at full resolution), 30 (at 1920 x 1080 or smaller)		
	Streaming	Multi-stream H.264 and Motion JPEG		
	Resolution Scaling	Down to 480 x 360		
	Motion Detection	Selectable sensitivity and threshold		
	Electronic Shutter Control	Automatic, Manual (1/6 to 1/8000 sec)		
	Iris Control	Automatic, Manual		
	Day/Night Control	Automatic, Manual		
	Flicker Control	50 Hz, 60 Hz		
	White Balance	Automatic, Manual		
	Privacy Zones	Up to 4 zones		
	Audio Compression Method	G.711 PCM 8 kHz		
	Audio Input	Line input, A/V mini-jack (3.5 mm)		
Audio Output	Line level, A/V mini-jack (3.5 mm)			
Video Output	NTSC/PAL, A/V mini-jack (3.5 mm)			
External I/O Terminals	Alarm In, Alarm Out			
IR Illumination (option)	850 nm wavelength, 15 m (50 ft) max. distance of IR illumination at 0 lux			
NETWORK	Network	100BASE-TX		
	Cabling Type	CAT5		
	Connector	RJ-45		
	API	ONVIF compliant (www.onvif.org)		
	Security	Password protection, HTTPS encryption, digest authentication, WS authentication, user access log.		
	Protocol	IPv4, HTTP, HTTPS, SOAP, DNS, NTP, RTSP, RTCP, RTP, TCP, UDP, IGMP, ICMP, DHCP, Zeroconf, ARP		
	Streaming Protocols	RTP/UDP, RTP/UDP multicast, RTP/RTSP/TCP, RTP/RTSP/HTTP/TCP, RTP/RTSP/HTTPS/TCP, HTTP		
	MECHANICAL	Dimensions (ØxH)	152 mm x 109 mm (6.0" x 4.3")	
Weight		1.28 kg (2.82 lbs)		
Dome Bubble		Polycarbonate, clear		
Body		Aluminum		
Housing		Surface mount, vandal resistant		
Finish		Powder coat, cool gray 2		
Adjustment Range		360° pan, 180° tilt (122° tilt with -IR option), 180° azimuth		
ELECTRICAL	Power Consumption	10 W with external power 10 W with IEEE 802.3af Class 3 PoE		
	Power Source	VDC: 12 V +/- 10%, 10 W min VAC: 24 V +/- 10%, 12 VA min PoE: IEEE802.3af Class 3 compliant		
	Power Connector	2-pin terminal block		
ENVIRONMENTAL	Operating Temperature	-30°C to +50°C (-22°F to 122°F)		
	Storage Temperature	-10°C to +70°C (14°F to 158°F)		
CERTIFICATIONS	Safety	UL 60950 CSA 60950	EN 60950-1 CE	ROHS WEEE
	Environmental	IK10 Impact Rating		Meets IP66 Weather Rating
	Electromagnetic Emissions	FCC Part 15 Subpart B Class B	IC ICES-003 Class B	EN 55022 Class B
	Electromagnetic Immunity	EN 55024 EN 61000-4-2 EN 61000-4-3	EN 61000-4-4 EN 61000-4-5	EN 61000-4-6 EN 61000-4-11
	ORDERING INFORMATION	5.0-H3-DO1	5.0 Megapixel Day/Night H.264 HD 3-9mm Outdoor Dome Camera	
5.0-H3-DO1-IR		5.0 Megapixel Day/Night H.264 HD 3-9mm Outdoor Dome Camera with IR Illuminator		
5.0-H3-DO2		5.0 Megapixel Day/Night H.264 HD 9-22mm Outdoor Dome Camera		
H3-DOP-SMOKE		Dome Camera Cover with Smoked Bubble		

Outline Dimensions





9. G

To: Board Members
From: 
Joyce A. Marx, Human Resources Director
Date: May 11, 2017
Re: Ratification of Police Officer Appointment

The Township has presented a conditional offer of employment to a qualified police officer candidate. The prospective hiring brings the staffing level of the police department to thirty-six (36) sworn personnel.

Stephanie M. Lewis recently obtained her Bachelor's Degree in Criminal Justice from Saginaw Valley State University and graduated from Delta College Police Academy. As a Howell High School graduate, she is excited to move back to Mid-Michigan.

A motion is prepared for Board consideration:

MOVE 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.



11. A. and 13. B.

To: Township Board

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

From: 
**Younes Ishraidi, P.E.
Chief Engineer**

Date: May 16, 2017

Re: Bennett Village#2 Streetlight District #424 -PUBLIC HEARING

A request was received from the property owners for the installation and maintenance of streetlights in the Bennett Village #2 neighborhood. The proposed plan is for three (3) streetlights having the traditional fixture with cut-offs mounted on black standard poles to be installed and maintained along Turning Leaf Lane.

On April 18, 2017, the Township Board approved Resolution #3 and #4, which approved the construction of the public improvement and to defray the cost by special assessment, approved the estimate of cost, determined the special assessment district and set the date for a public hearing on Tuesday, May 16, 2017.

The public hearing is to receive comments in favor and/or objections to the proposed Bennett Village #2 Streetlight District #424 special assessment roll.

Attachments: Public Hearing Notice
Assessment Roll
SAD #424 Map

CHARTER TOWNSHIP OF MERIDIAN

**NOTICE OF PUBLIC HEARING ON THE SPECIAL ASSESSMENT ROLL
for
BENNETT VILLAGE PHASE #2 PUBLIC STREETLIGHTING IMPROVEMENTS
SPECIAL ASSESSMENT DISTRICT NO. 424**

Charter Township of Meridian
Ingham County, Michigan

**TO THE RECORD OWNERS OF, OR PARTIES IN INTEREST IN, THE FOLLOWING PROPERTY
CONSTITUTING THE PROPOSED SPECIAL ASSESSMENT DISTRICT:**

Units 4 through 18, except Units 5 and Unit 16 of Bennett Village Phase #2

and excluding road right of way and other lands deemed not benefited and excluding all streets and other land deemed not benefited.

PLEASE TAKE NOTICE that a special assessment roll for the Bennett Village Phase #2 Public Streetlighting Improvements Special Assessment District No. 424 (install, operate, and maintain streetlights along Turning Leaf Lane) has been prepared and is on file in the Office of the Township Clerk for public examination. Said special assessment roll has been prepared for the purpose of assessing the cost of the above described public improvements to the property benefited there from. All questions and/or concerns should be directed to Meridian Township Department of Public Works & Engineering at (517) 853-4440.

TAKE FURTHER NOTICE that the Township Board will meet on **Tuesday, May 16, 2017, at 6:00 p.m.**, at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, for the purpose of reviewing said special assessment roll and hearing objections thereto. Said roll may be examined at the office of the Township Clerk during regular business hours and may be examined at the public hearing.

An owner or party in interest, or his or her agent, may appear in person at the hearing to protest 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. The owner or any person having an interest in the real property who protests in writing at or before the hearing may file a written appeal of the special assessment with the State Tax Tribunal within 30 days after the special assessment roll is confirmed.

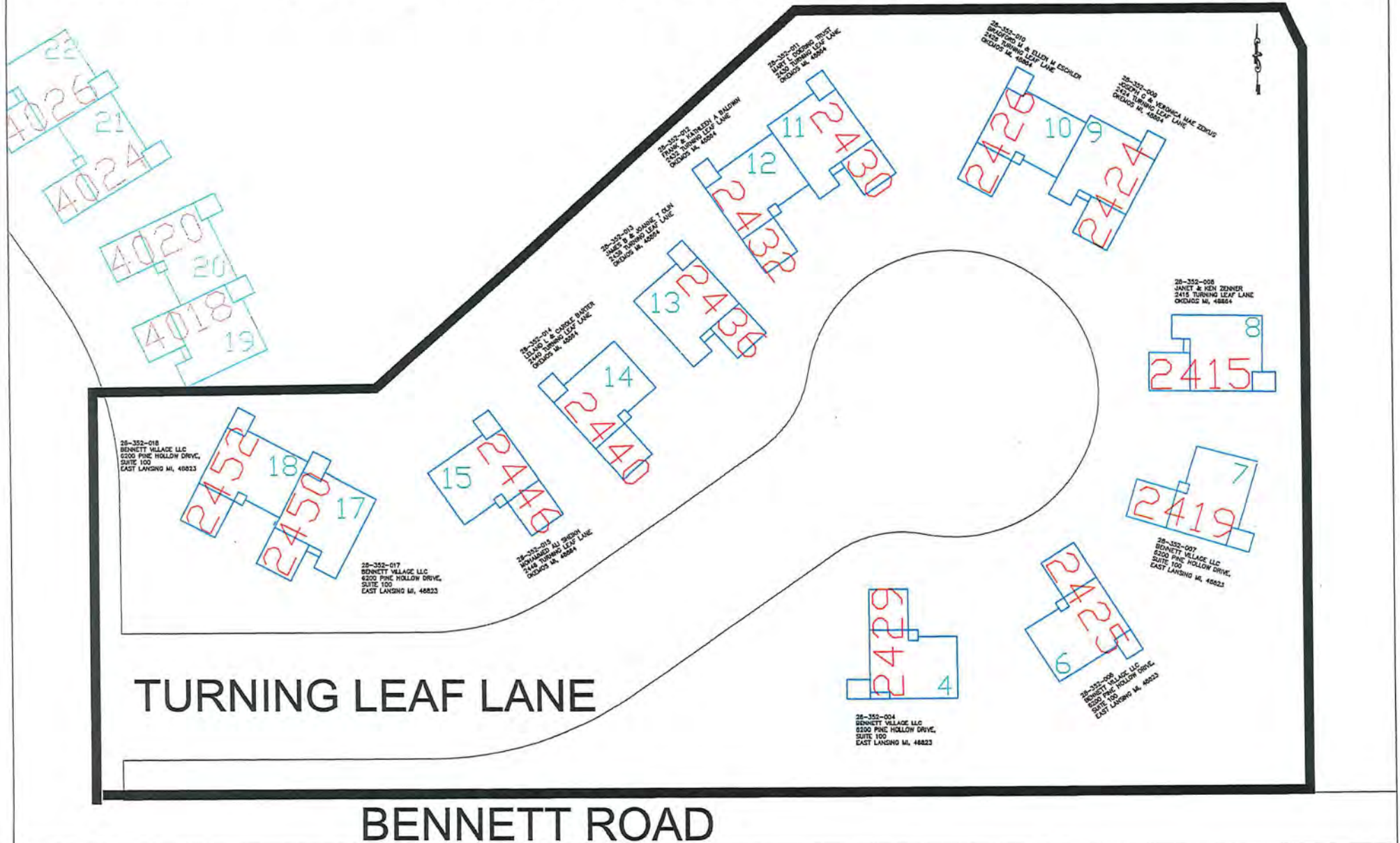
Your special assessment is proposed to be **\$126.62/unit** for the first year and **\$32.31/unit** annually thereafter, subject to annual increases.

Date: 5/7/16 & 5/14/16
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

BENNETT VILLAGE #2 SPECIAL ASSESSMENT DISTRICT #424





To: Township Board

From: 
Mark Kieselbach
Director of Community Planning and Development

Date: May 11, 2017

Re: Preliminary Plat #03012 (Fedewa), preliminary plat extension for Sierra Ridge Estates.

Gerald Fedewa submitted a letter dated April 5, 2017 requesting a two year extension of the preliminary plat approval for the remaining 30 lots in Sierra Ridge Estates. The Township's Land Division ordinance requires the proprietor of the plat to request an extension in writing prior to the expiration date.

The Sierra Ridge Estates subdivision consists of 99 single family homes located on approximately 73 acres north of Lake Lansing Road and east of Newton Road. The preliminary plat for Sierra Ridge Estates (PP #03012) was approved by the Township Board on July 1, 2003 for a period of two years. Final plat approval was granted by the Township Board for Phase I (34 lots) on August 4, 2005, Phase II (15 lots) on April 2, 2013, and Phase III (20 lots) on April 4, 2017

The Township Board previously granted preliminary plat extensions in 2005, 2007, 2009, 2011, and 2015 for two year periods. The current preliminary plat approval will expire on July 1, 2017. The applicant is requesting a two-year extension of the preliminary plat; the new expiration date will be July 1, 2019.

- **Move to adopt the resolution extending preliminary plat approval for the remaining 30 lots in Sierra Ridge Estates.**

Township Board Options

The Township Board has the option to approve, approve with modifications, or deny the extension request. If the extension is denied, the applicant must resubmit the preliminary plat. A resolution to approve the plat extension is provided.

Attachments

1. Resolution to approve
2. Letter from Gerald Fedewa requesting plat extension, dated April 5, 2017.
3. Sierra Ridge Estates Preliminary Plat approval letter dated July 10, 2003
4. Preliminary Plat

G:\Community Planning & Development\Planning\PLATS (PLAT)\03012 Sierra Ridge\PP 03012\Extensions\2017 Extension\PP 03012.tb1 2017 extension.doc

**RESOLUTION TO APPROVE
(EXTENSION)**

**Preliminary Plat #03012
Fedewa
Sierra Ridge Estates**

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 16th day of May, 2017, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Mr. Gerald Fedewa, on behalf of G.S. Fedewa Builders, Inc., in a letter dated April 5, 2017, requested an extension of Preliminary Plat #03012, Sierra Ridge Estates, a single family subdivision of 99 lots located north of Lake Lansing Road and east of Newton Lake Road; and

WHEREAS, the Township Board has reviewed the material forwarded by staff under cover memorandum dated May 9, 2017; and

WHEREAS, the preliminary plat remains consistent with the design approved by the Township Board on July 1, 2003; and

WHEREAS, the Township's Land Division Ordinance and the State Land Division Act allow for the extension of a preliminary plat.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby grants the extension of Preliminary Plat #03012, Sierra Ridge Estates, for a period of two years, from July 1, 2017 to July 1, 2019, with the following condition:

1. All previous conditions placed on the preliminary plat approval shall remain in effect.

ADOPTED: YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

) ss

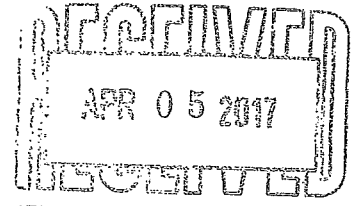
COUNTY OF INGHAM)

**Resolution to Approve (Extension)
Preliminary Plat #03012 (Fedewa)
Sierra Ridge Estates
Page 2**

I, the undersigned, the duly qualified and acting Clerk of the 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 16th day of May, 2017.

Brett Dreyfus
Township Clerk

G.S. FEDEWA BUILDERS



April 5, 2017

Mr. Mark Kieselbach
Meridian Township
5151 Marsh Road
Okemos, MI 48864

RE: Preliminary Plat #03012 Sierra Ridge Estates

Dear Mark,

I understand the preliminary plat approval of Sierra Ridge Estates is set to expire July 1, 2017. I'm hereby requesting a two-year extension so the approval will remain in effect until July 1, 2019.

Thank you for your cooperation in this matter.

Sincerely,

Gerald S. Fedewa
G.S. Fedewa Builders

CHARTER TOWNSHIP OF MERIDIAN

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



Julie Brixie Trustee
Steve Stier Trustee
Andrew J. Such Trustee
Anne M. Woiwode Trustee

July 10, 2003

Mr. Gerald Fedewa
G.S. Fedewa Builders, Inc.
5570 Okemos Road
East Lansing, MI 48823

RE: Preliminary Plat #03012 Sierra Ridge Estates

Dear Mr. Fedewa:

The Township Board at its regular meeting held on July 1, 2003 voted to approve the preliminary plat of Sierra Ridge Estates, a single-family subdivision of 99 lots located north of Lake Lansing Road and east of Newton Road. Approval of the preliminary plat was granted with the following conditions:

1. Approval is granted in accordance with the revised Preliminary Plat received April 25, 2003, prepared by Gove Associates, Inc., indicating ninety-nine (99) single-family lots, subject to revisions as required.
2. 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.
3. An overall grading plan for the subdivision shall be required with detailed construction plans prior to issuance of any building permits. The elevation of each lot corner shall be indicated on the plan.
4. Storm sewer leads shall be provided to each lot in the subdivision where appropriate as determined by the Director of Public Works and Engineering. The final location of the lead shall be subject to the approval of the Director of Public Works and Engineering.
5. Street trees shall be required throughout the subdivision. 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.
6. Final street names shall be subject to the review and approval of the Ingham County Road Commission and the Township. The street name East Sleepy Hollow Drive shall be used as a continuation of the existing East Sleepy Hollow Drive located south of Lake Lansing Road.

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 349-1200 FAX (517) 349-0506

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

An Equal Opportunity Employer

Mr. Gerald Fedewa

July 10, 2003

Page 2

7. If determined necessary by the Director of Public Works and Engineering and the Ingham County Road Commission, edge drains shall be installed along streets within the subdivision.
8. A five (5) foot wide concrete sidewalk shall be constructed along both sides of all streets within the subdivision, including Modesto Drive.
9. A seven (7) foot wide pedestrian/bicycle pathway shall be constructed along the frontage of Lake Lansing Road as part of Phase 1. A seven (7) foot wide pedestrian/bicycle pathway shall be constructed along Newton Road as Newton Road is paved pursuant to Ingham County Road Commission's requirements. The applicant shall be responsible for obtaining all required permits and approvals for pathway construction and shall construct them in accordance with the standards of the Department of the Public Works and Engineering.
10. The Planning Commission hereby grants a variance from Section 101-4.52 of the Township's Subdivision Regulations for the minimum block length to be less than 500 feet for the following road segments.

East Sleepy Hollow Drive from Lake Lansing Road to Isaac Lane
Pasadena Boulevard from Newton Road to East Sleepy Hollow Drive
Pasadena Boulevard from East Sleepy Hollow Drive to Modesto Drive
Fresno Drive from Newton to East Sleepy Hollow Drive
Fresno Drive from East Sleepy Hollow Drive to Pasadena Boulevard
Fresno Drive from Pasadena Boulevard to Modesto Drive
Isaac Lane from East Sleepy Hollow Drive to Marietta Way

The variance is based on the long and narrow shape of the upland portions of the site and to comply with the maximum lot depth to width ratio for proposed lots located within the block(s). The proposed block lengths will also reduce traffic speeds within the subdivision due to shorter distances between intersections.

11. The Planning Commission hereby grants a variance from Section 101-4.62 of the Township's Subdivision Regulations for lot lines not at right angles to straight streets or not radial to curved streets along the common lot line between Lot 14 and Lot 15, and Lot 71 and Lot 72 in order to comply with the approved road layout requiring street intersections to be perpendicular on the narrow upland portion of the site.
12. The Planning Commission hereby grants a variance from Section 101-4.63 of the Township's Subdivision Regulations to exceed the maximum lot depth to width ratio for Lot 27 based on the narrow shape of upland portions of the site affecting the configuration of the subdivision and the approved road layout.
13. The variance to exceed the maximum lot depth to width ratio for Lot 94 is hereby denied based on the ability to comply with Section 101-4.63 by transferring area to the adjacent open space. Prior to final plat approval, the plat shall be adjusted to bring Lot 94 into

compliance with the Subdivision Regulations by adjusting the rear lot line of Lot 92, Lot 93, Lot 94, and Lot 95 in a manner that complies with the Code of Ordinances and the Township's Subdivision Regulations and which also creates a uniform rear lot line for Lots 92 through 95.

14. The applicant shall obtain all necessary permits and approvals from the Ingham County Drain Commissioner, Ingham County Road Commission, Michigan Department of Environmental Quality (MDEQ), and the Township. Copies of all permits and approval letters shall be submitted to the Department of Community Planning and Development. Should a permit be required from the Michigan Department of Environmental Quality, no grading or construction work shall be conducted until the permit is final and unappealable at the MDEQ.
15. Prior to construction activities, including grading, erosion control fencing shall be installed along the perimeter at the upland edge of the required water features setback, subject to the review approval of the Ingham County Drain Commissioner's office and the Department of Community Planning and Development.
16. Prior to issuance of a grading permit for Lot 65, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78 and Lot 79, a professional engineer or registered land surveyor shall provide written certification to the Township that no lots have been platted in the 100-year floodplain and that no grading or construction work will take place in the 100-year floodplain. Upon completion of the dwellings on Lot 65, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73, Lot 74, Lot 75, Lot 76, Lot 77, Lot 78 and Lot 79, a similar as-built certification for the lot and dwelling shall be provided to the Township.
17. Due to the proximity of the 100-year floodplain to the basements/foundations for Lot 66, Lot 67, Lot 68, Lot 69, Lot 70, Lot 71, Lot 72, Lot 73 and Lot 74, a licensed professional engineer shall certify the basement/foundation is designed to withstand hydrostatic pressure or shall certify such a design is unnecessary.
18. The applicant shall apply for and receive any necessary variance(s) from the Zoning Board of Appeals or revise the plat's design to comply with the Code of Ordinances. Should it be necessary to revise the layout of the plat to comply, it shall be brought back to the Planning Commission and Township Board for re-approval.
19. The applicant shall clearly define the applicable natural vegetation strip, water features setback, regulated wetlands and 100-year floodplain in all submitted drawing and plans, including plot plans for each lot when the house is built. The covenants and restrictions for the subdivision shall also clearly identify which lots contain these features and refer to the appropriate Township and/or State regulations.
20. Any wellhead(s) located on the site shall be properly plugged and abandoned per the requirements of the Ingham County Health Department and the Township, prior to the

Mr. Gerald Fedewa
July 10, 2003
Page 4

issuance of any permit for construction activity, including grading permits.

21. The existing house located at 2150 Lake Lansing Road shall be removed prior to grading or construction of Phase 4. This building would only be used as a field office for road and utility construction.
22. A copy of the information that exists on computer for the plat and construction plans shall be provided to the Township Engineering staff in an Auto Cad compatible format.
23. In furtherance of subsection 101-4.3 of the Township's Subdivision Regulation, tree protection measures as identified in the Land Clearing Ordinance shall be employed to avoid damaging and to ensure preservation of all healthy Burr Oak trees greater than three (3) feet in diameter and two Cottonwood trees greater than five (5) feet in diameter.
24. The applicant shall post Wetland #4-27 as a Township regulated wetland and dumping is prohibited.
25. The applicant shall provide a greenways connection for property on Towner Road if the property is acquired by the township park system.

All lots contained in the plat shall be developed in accordance with applicable Township ordinances, regulations and permitting requirements including, but not limited to, building permits that may include conditions for the protection and preservation of trees, soils and other natural resources.

Preliminary plat approval is valid for a period of two (2) years. Consequently the preliminary plat for Sierra Ridge Estates is valid until July 1, 2005. A 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.

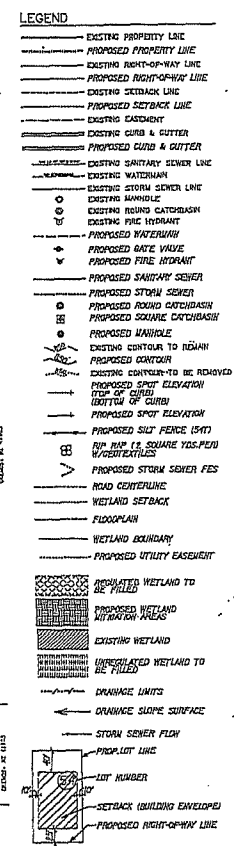
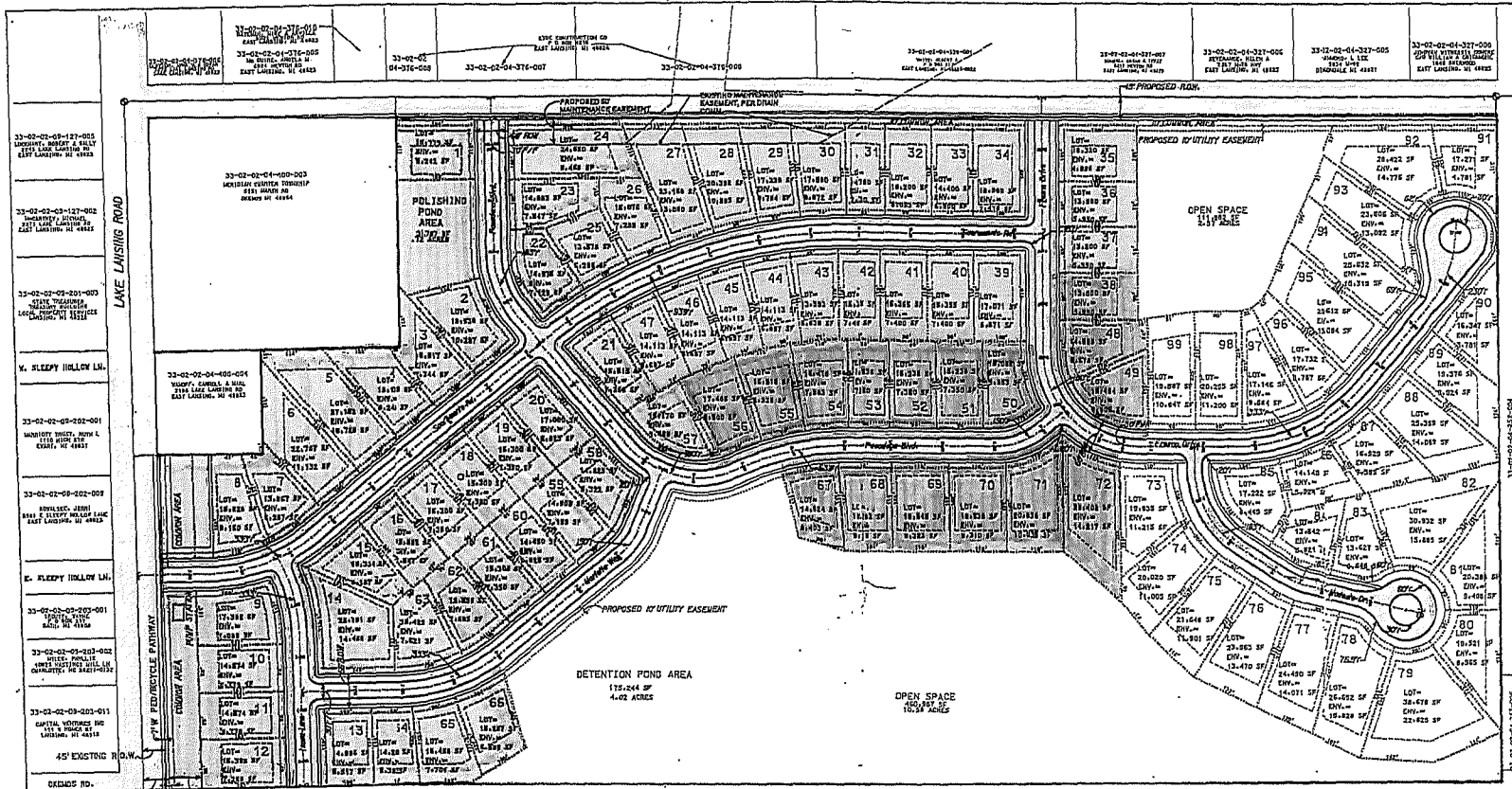
If you have any questions regarding this matter, please contact me.

Sincerely,



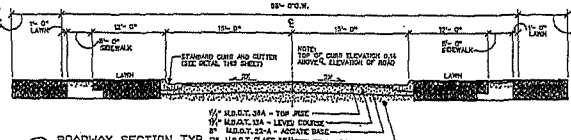
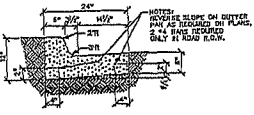
Mark Kieselbach
Director of Community Planning and Development

cc: Ray Severy
John Heckaman
Ingham County Road Commission
Ingham County Drain Commission



NOTE:
 REQUIRED DETENTION VOLUME-10245 CUBIC FEET.
 PROVIDED DETENTION VOLUME-13345 CUBIC FEET.
 EXISTING C VOLUME-000.
 PROVIDED C VOLUME-000.
 EXCESS DRAINAGE-448 ACRES
 OUTFLOW USED-0.05 CFS ON OLD CULVERT

SECTION 80354
 Minimum lot area 15200 square feet. Interior lot area requirements may be reduced for HO use from 85 percent of the lot in any one subdivision plot provided the lot is no reduced area is less than 10200 square feet in area. PROVIDED the lot area of the subdivision plot averages 15200 square feet. Minimum lot area to be attached to Supplementary Area Regulations, Chapter 84 for other parcel applications to lot area.
 Minimum interior lot width 50 feet. Interior lot width may be reduced for no more than 25 feet of the lot in any one subdivision plot provided the lot is no reduced area is no less than 100 feet in width and PROVIDED the interior lot width of the subdivision plot averages 50 feet in width and PROVIDED no more than two adjacent lots shall be less than 50 feet in width.
 Minimum corner lot width 100 feet along street upon which lot fronts.



James V. Robinson
 Surveyor
 Jeffery R. Johnson
 Surveyor

Meridian Charter Township
 Ingham County, Michigan

SIERRA RIDGE ESTATES
 FOR
 G.A. FEDWA BUILDERS, INC.
 5570 OGDON ROAD
 EAST LANSING, MICHIGAN
 48106-2000

DRAWN BY: ANK 6/20/02
 CHECKED BY: AJR

OWNER		ENGINEERS	
G.A. FEDWA BUILDERS, INC. 5570 OGDON ROAD EAST LANSING, MI 48106 PH. (517) 335-0020		GOVE ASSOCIATES, INC. 821 E. KALAMAZOO ST. LANSING, MI 48912 PH. (517) 485-0555	
DATE	PAGE #	SHEET	
6/28/02	6	CONSTRUCTION PHASES	
6/28/02	5	UTILITY PLAN	
6/28/02	4	PRELIMINARY SITE PLAN W/ TOPO	
6/28/02	3	PRELIMINARY SITE PLAN	
6/16/02	2	SITE SURVEY	
6/20/02	1	TITLE SHEET	
SCALE:	1" = 100'	SHEET NUMBER:	3 OF 6
JOB NUMBER:	N16400-01		



11	REVISIONS MADE	DATE
11	REVISIONS MADE	DATE
12	REVISIONS MADE	DATE
13	REVISIONS MADE	DATE
14	REVISIONS MADE	DATE

ARCHITECTS	ENGINEERS	PLANNERS	ENGINEERS	SURVEYORS

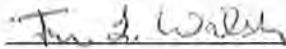
GOVE ASSOCIATES, INC.
 821 E. KALAMAZOO STREET
 LANSING, MICHIGAN
 (517) 485-0555



12. B

To: Township Board

From:



Frank L. Walsh, Township Manager

Date: May 10, 2017

Re: Resolution opposing Senate Bill 329 and House Bill 4503

Two bills have been introduced into the Michigan House of Representatives and State Senate aimed at limiting local control over short-term rentals. Senate Bill 329 and House Bill 4503 would amend the Michigan Zoning Enabling Act (Public Act 110 of 2006) to prohibit municipalities from regulating rentals of any single family residence or 1 to 4 unit house/dwelling unit, or any unit in a or group of units in a condominium, for terms of less than 28 days at a time. The bills as proposed would allow any short-term rental by right in any residential zoning district.

The bills have been referred to the House Committee on Tourism & Outdoor Recreation and the Senate Committee on Local Government. Input from affected municipalities is crucial as the committees discuss the proposed legislation. The Michigan Townships Association, Michigan Municipal League, and Michigan Association of Planning have come out against the bills, citing concerns with local control and quality of life issues for neighborhoods. The attached resolution declares Meridian Township's opposition to the bills and urges our state legislators to do the same.

- **Move to adopt the resolution opposing Senate Bill 329 and House Bill 4503.**

Attachment

1. Resolution to oppose proposed short-term rental bills
2. Senate Bill 329
3. House Bill 4503

G:\Community Planning & Development\Planning\MENSER\LETTERS_MEMOS\TB MEMOS\5-16-17 TB mtg\short term rental SB 329.tb1.doc

RESOLUTION TO OPPOSE

**Short-Term Rentals
Senate Bill 329/House Bill 4503**

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 16th day of May, 2017, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Michigan Legislature is considering Senate Bill 329 and House Bill 4503; and

WHEREAS, if enacted into law, these bills would require that short-term rentals be permitted uses in all residential zoning districts and prohibit local review of short-term rentals; and

WHEREAS, the bills under consideration would deprive local communities and voters the right to determine for themselves whether short-term rentals are appropriate within their community, or in certain areas within their community; and

WHEREAS, local regulation of short-term rentals is crucial to minimize the impact of short-term rentals on residential neighborhoods, protect the quality of life of Meridian Township residents, and maintain the character of residential neighborhoods; and

WHEREAS, the passage of Senate Bill 329 and House Bill 4503 would take local control away from the citizens of the Meridian Township and would have a detrimental effect on the community; and

WHEREAS, the Township Board of the Charter Township of Meridian supports the right of all Michigan municipalities to consider the issue of short-term rentals and to have the right to exercise local control by considering how these uses fit in with the circumstances and goals of each individual community, whether regulation might be appropriate, and to determine the specific details of such regulations.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby opposes Senate Bill 329 and House Bill 4503 and urges our elected representatives, Senator Curtis Hertel, Jr. and Representative Sam Singh, to oppose the passage of the proposed bills or any similar legislation.

Short-Term Rentals
Senate Bill 329/House Bill 4503
Page 2

BE IT FURTHER RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN urges the Chair of the House Committee on Tourism and Outdoor Recreation, Representative Holly Hughes, and the Chair of the Senate Committee on Local Government, Dale Zorn, not to bring the proposed bills up for consideration before their respective committees.

ADOPTED: YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

) ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the 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 16th day of May, 2017.

Brett Dreyfus
Township Clerk

SENATE BILL No. 329

April 25, 2017, Introduced by Senator HUNE and referred to the Committee on Local Government.

A bill to amend 2006 PA 110, entitled
"Michigan zoning enabling act,"
(MCL 125.3101 to 125.3702) by adding section 206b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 SEC. 206B. (1) FOR THE PURPOSES OF ZONING, ALL OF THE
2 FOLLOWING APPLY TO THE RENTAL OF A DWELLING, INCLUDING, BUT NOT
3 LIMITED TO, SHORT-TERM RENTAL:

4 (A) IT IS A RESIDENTIAL USE OF PROPERTY AND A PERMITTED USE IN
5 ALL RESIDENTIAL ZONES.

6 (B) IT IS NOT SUBJECT TO A SPECIAL USE OR CONDITIONAL USE
7 PERMIT OR PROCEDURE DIFFERENT FROM THOSE REQUIRED FOR OTHER
8 DWELLINGS IN THE SAME ZONE.

9 (C) IT IS NOT A COMMERCIAL USE OF PROPERTY.

10 (2) THIS SECTION DOES NOT PROHIBIT REGULATION APPLIED ON A
11 CONSISTENT BASIS TO RENTAL AND OWNER-OCCUPIED RESIDENCES FOR NOISE,

1 ADVERTISING, TRAFFIC, OR OTHER CONDITIONS.

2 (3) AS USED IN THIS SECTION, "SHORT-TERM RENTAL" MEANS THE
3 RENTAL OF ANY SINGLE-FAMILY RESIDENCE OR 1-TO-4-FAMILY HOUSE OR
4 DWELLING UNIT, OR ANY UNIT OR GROUP OF UNITS IN A CONDOMINIUM, FOR
5 TERMS OF LESS THAN 28 DAYS AT A TIME.

6 Enacting section 1. This amendatory act takes effect 90 days
7 after the date it is enacted into law.

HOUSE BILL No. 4503

April 25, 2017, Introduced by Rep. Sheppard and referred to the Committee on Tourism and Outdoor Recreation.

A bill to amend 2006 PA 110, entitled
"Michigan zoning enabling act,"
(MCL 125.3101 to 125.3702) by adding section 206b.

THE PEOPLE OF THE STATE OF MICHIGAN ENACT:

1 **SEC. 206B. (1) FOR THE PURPOSES OF ZONING, ALL OF THE**
2 **FOLLOWING APPLY TO THE RENTAL OF A DWELLING, INCLUDING, BUT NOT**
3 **LIMITED TO, SHORT-TERM RENTAL:**

4 **(A) IT IS A RESIDENTIAL USE OF PROPERTY AND A PERMITTED USE IN**
5 **ALL RESIDENTIAL ZONES.**

6 **(B) IT IS NOT SUBJECT TO A SPECIAL USE OR CONDITIONAL USE**
7 **PERMIT OR PROCEDURE DIFFERENT FROM THOSE REQUIRED FOR OTHER**
8 **DWELLINGS IN THE SAME ZONE.**

9 **(C) IT IS NOT A COMMERCIAL USE OF PROPERTY.**

10 **(2) THIS SECTION DOES NOT PROHIBIT REGULATION APPLIED ON A**
11 **CONSISTENT BASIS TO RENTAL AND OWNER-OCCUPIED RESIDENCES FOR NOISE,**

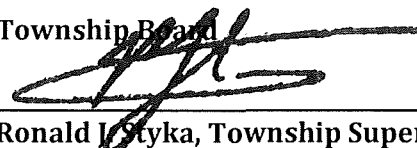
1 ADVERTISING, TRAFFIC, OR OTHER CONDITIONS.

2 (3) AS USED IN THIS SECTION, "SHORT-TERM RENTAL" MEANS THE
3 RENTAL OF ANY SINGLE-FAMILY RESIDENCE OR 1-TO-4-FAMILY HOUSE OR
4 DWELLING UNIT, OR ANY UNIT OR GROUP OF UNITS IN A CONDOMINIUM, FOR
5 TERMS OF LESS THAN 28 DAYS AT A TIME.

6 Enacting section 1. This amendatory act takes effect 90 days
7 after the date it is enacted into law.



12. C

To: Township Board
From: 
Ronald J. Styka, Township Supervisor
Date: May 11, 2017
Re: Brownfield Redevelopment Authority Appointments

On March 7, 2017, the Meridian Township Board approved the creation of a Brownfield Redevelopment Authority, and provided that the Supervisor appoints, subject to the Board's approval, the members of the Authority. The membership is to consist of seven individuals: the Township manager; one member each from the Township's Economic Development Commission, Environmental Commission, and Planning Commission; and individuals with engineering, legal, and financial experience.

I received recommendations from the three commissions and reviewed the applications for appointment filed by members of the public that include the required experience. After careful consideration, I am appointing the individuals listed below. I ask that you approve these appointments for the terms listed.

1. Frank Walsh, Manager, Charter Township of Meridian; through 12/31/19
2. Chris Buck, 2642 Loon Ln. Okemos, member of the EDC; through 12/31/17
3. Ned Jackson, 6232 W. Reynolds Rd. Haslett, member of the Environmental Commission; through 12/31/17
4. John Scott-Craig, 5244 Wardcliff Dr. East Lansing, member of the Planning Commission; through 12/31/17
5. Jeffrey Theuer, 4097 Breakwater Dr. 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, MI, Retired Director, Office of Support Services, Michigan Department of Management and Budget, through 12/31/18

The following motion is proposed for Board consideration:

MOVE TO APPROVE THE LISTED APPOINTMENTS MADE BY SUPERVISOR STYKA TO THE BROWNFIELD REDEVOPMENT AUTHORITY FOR THE LISTED TERMS.

Attachments:

1. Applications for Public Service

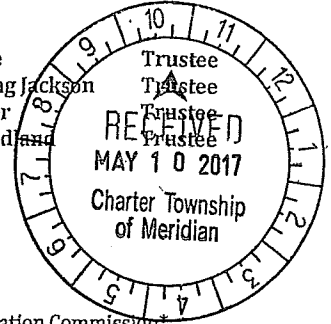
CHARTER TOWNSHIP OF MERIDIAN

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

(*Special conditions restrict eligibility for appointment)

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

Summarize your reasons for applying for this type of public service:

Describe education, experience or training which will assist you if appointed. (Attach resume if available)

Name: Joyce Van Coevering
 Occupation: Retired Place of Employment: _____
 Home Address: 1744 Maple Ridge Haslett MI 48840
 Phone: (days) 517 243 2511 (evenings) 517 243 2511 E-mail: jvc5530@comcast.net
 Signature: [Handwritten Signature] Date: 5/9/17

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>5.10.17</u>	Distro: <u>RS FW</u>	Application # <u>BRA 1701</u>
Registered Voter:	<u>(Y) N</u>	<u>MK PM</u>	
Date Appointed:		<u>BD MEMBERS</u>	

Revised: April 21, 2017

5151 MARSH ROAD, OKEMOS, MICHIGAN 48864-1198 (517) 853-4000
www.meridian.mi.us



JOYCE VAN COEVERING

1744 Maple Ridge, Haslett, Michigan 48840
517-243-2511

SKILLED PROFESSIONAL with extensive experience in customer service, building partnerships and establishing service level expectations. Strong financial management skills and ability to manage budgets and utilize performance metrics. Broad experience in negotiation of vendor contracts.

EDUCATION

B.S. Accounting, June 1979
Ferris State University, Big Rapids, Michigan

PROFESSIONAL EXPERIENCE

DEPARTMENT OF TECHNOLOGY, MANAGEMENT AND BUDGET, STATE OF MICHIGAN

Director – Office of Support Services

July 1997 to December 2016

- Manage a division with 185 FTEs and a \$114 million budget which provides mail processing, printing, fleet management and other support services to all State agencies as well as colleges and universities and local units of government.
- Contract Compliance Inspector for \$370 million fleet management contract
- Author grant applications.
- Administer grants from Environmental Protection Agency.
- Develop budgets and rates, and present to legislative committees.
- Develop and implement business and strategic plans
- Promote customer satisfaction as evidenced by an average American Customer Satisfaction Index (ACSI) score of 87.1 compared to the national ACSI average score of 75.9.
- Coordinate workforce development including succession planning, training, establishment of core competencies, and performance standards
- Draft legislation, policy and procedures.
- Develop metrics.
- Write complex request for proposals, evaluate bid responses, and recommend contact award.
- Write annual business plans and measure progress against plan.
- Enhanced customer outreach and built partnerships with non-state agencies resulting in service enhancements and efficiencies.
- Developed private/public partnerships to provide services to State agencies
- Ensure compliance with Federal and State funding requirements

MICHIGAN DEPARTMENT OF TRANSPORTATION, STATE OF MICHIGAN

Supervisor, Accounting Section

April 1993 to October June 1997

- Planned, scheduled and taught accounting classes for state employees.
- Determine the financial reporting requirements for 617 local units of government as mandated by for road and street fund revenues and expenditures.
- Develop policy and procedures as they relate to the financial reporting requirements of Act 51.
- Evaluate business processes to determine value provided.
- Administer Federal funding for highway construction projects.

Accountant, Accounting Section, Project Accounting Unit

January 1984 to March 1993

- Responsible for accuracy and accountability to automated billing system to the Federal Highway Administration.
- Developed, enhanced and maintained automated project accounting systems.
- Administration of \$46 million yearly capital outlay budget for airport construction.
- Participated in process improvement reengineering and development of a three-tier architecture, client server financial obligation system.

Accountant, Financial Systems Section

June 1981 to December 1983

Accountant, Accounting Section, General Ledger

December 1980 to May 1981

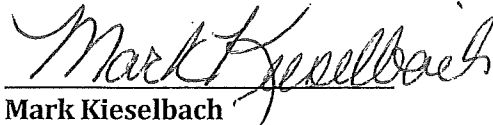
Accountant, Cost Accounting Section

July 1979 to November 1980



TO: Township Board

FROM:



Mark Kieselbach

Director of Community Planning and Development



Peter Menser

Senior Planner

DATE: May 11, 2017

RE: Commercial Planned Unit Development #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 April 18, 2017. Since the last meeting the applicant has revised the site plan based on comments from the Board. The applicant submitted a revised site plan on the afternoon of Thursday, May 11, 2017 therefore staff has not yet reviewed the plans in detail, but will do so prior to any action taken on the request. The revised plan proposes to relocate the retail/automotive service building to the north along Haslett Road and shift the pump canopy to the south side of the property. Other changes include:

- Closing of the eastern curb cut off Haslett Road.
- Increase in the size of the retail/service building from 3,225 square feet to 4,515 square feet.
- An increase in the amount of impervious surface on the property from 83.72 percent to 91.23 percent.
- The addition of one bicycle rack, which will provide two additional bicycle parking spaces for a total of six bicycle parking spaces on the site.
- Removal of the electric car charging station amenity previously proposed near the Marsh Road entrance.
- The addition of two parking spaces, from 20 total spaces to 22 total spaces.

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. 30 parking spaces are required for the project and 22 are proposed, so the applicant is requesting a waiver of eight 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 40.38 feet from the centerline therefore a waiver of 59.62 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. 1,608 square feet of perimeter landscaping is required. The applicant is proposing 120 square feet of perimeter landscaping. A waiver of 1,488 square feet is requested.

Impervious surface coverage. The maximum impervious surface allowed in the C-2 zoning district is 70 percent. The project proposes 91.23 percent. A waiver of 21.23% 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 two foot landscape buffer from the southern property line is proposed and a 13 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.

Freestanding sign. The applicant is proposing a 30.67 foot tall freestanding sign at the northwest corner of the property. The maximum height allowed for a freestanding sign is 16 feet. A waiver of 14.67 feet for the height of the freestanding sign is requested. Dimensions of the proposed freestanding sign were not submitted, so an additional waiver may be needed for surface display area. Freestanding signs are limited to 25 square feet in surface display area.

Proposed Amenities

The revised site plan shows the proposed amenities for the project, including rehabilitation of a degraded site and public outdoor seating areas. Additional amenities may be identified when detailed site plans are submitted.

Township Board Options

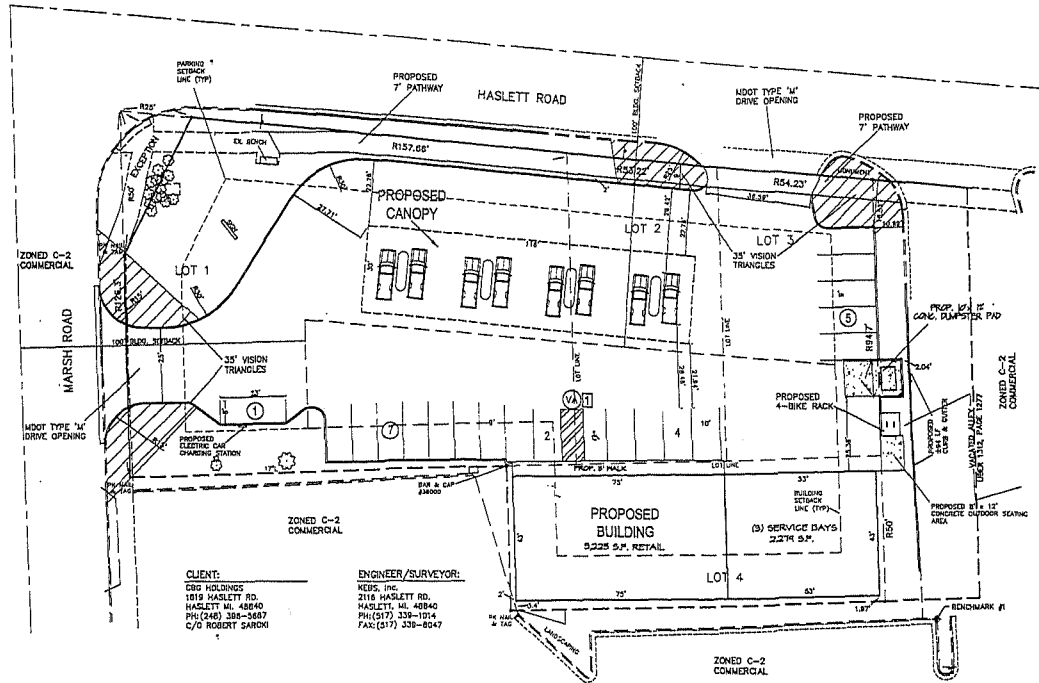
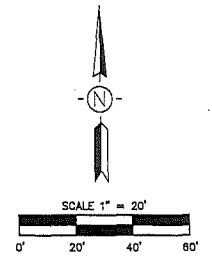
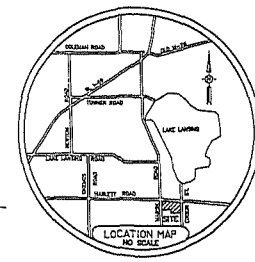
The Township Board may approve, approve with conditions, or deny the proposed CPUD. If the Board amends the proposal, the request may be referred back to the Planning Commission for a recommendation. A resolution will be provided at a future meeting.

Attachments

1. Revised site plan dated May 11, 2017 and received by the Township on May 11, 2017.
2. Site plan dated March 1, 2017 and received by the Township on March 6, 2017.

G:\Community Planning & Development\Planning\COMMERCIAL PLANNED UNIT DEVELOPMENT (CPUD)\2017\CPUD 17014 (Saroki)\CPUD 17014.tb2.doc

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



LEGAL DESCRIPTION:
 AS PROVIDED IN TAX DESCRIPTION FOR PARCEL 33-02-02-10-430-008 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

SECTION	REQUIREMENT	SEARCH	WAVES REQUESTED	COMPARISON TO EXIST.
88-408(10)	1/2" BUILDING SIDE YARD SETBACK	2' PROP. BLDG. SETBACK	1 1/2" W/AVER	0.1' EXT. BLDG. SETBACK
88-408(14)	1/2" BUILDING REAR YARD SETBACK	1.5' PROP. BLDG. SETBACK WALL HEIGHT	1.5' W/AVER	4.8' EXT. BLDG. SETBACK
88-408(15)	4' BUILDING FRONT LANDSCAPE + LINE OF	5'18" PROP. FRONT LANDSCAPE	832' W/AVER	N/A
88-408(17)	5' SIDE YARD SUPERVISOR AREA	8.17' PROP. SUPERVISOR AREA	13.72' W/AVER	7.4' EXT. SUPERVISOR
88-704(1)	30' PARKING SETBACK FROM RIGHT OF WAY	16.5' PROP. PARKING SETBACK	3.47' W/AVER	N/A
88-704(5)	15' SIDE YARD FROM PARKING SETBACK	2' PROP. PARKING SETBACK	1.7' W/AVER	7.2' EXT. PARKING SETBACK
88-721	(1) LOADING SPACE	NO LOADING SPACE	(1) LOADING SPACE	NOT OCCUPIED ON SITE
88-722	24 SPACES PARKING SPACES	20 SPACES PROPOSED	4 SPACES	NOT OCCUPIED ON SITE

TOTAL IMPERVIOUS AREA
 33,395 S.F./39,888 S.F. x 100 = 83.72%
 TOTAL PAVEMENT AREA
 6,493 S.F./39,888 S.F. x 100 = 16.28%

PARKING DATA:
 RETAIL LESS THAN 25,000 S.F.
 5/1000 GFA MIN.
 5.5/1000 GFA MAX.
 3225/1000 X 5 = 16.12 OR 17 MIN.
 3225/1000 X 5.5 = 17.74 OR 18 MAX.

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

TOTAL PARKING REQUIRED = 24-25 SPACES
TOTAL PARKING PROPOSED = 20 SPACES

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

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'

REQ. GASOLINE CANOPY SETBACK 20' FROM R.O.W.



LEGEND

---	EXC. CONTIGUOUS
---	EXC. WATER MAIN
---	EXC. SANITARY SENDER
---	EXC. STORM SENDER
---	EXC. ELEVATIONS
---	PROPOSED WATER MAIN
---	PROPOSED SANITARY SENDER
---	PROPOSED STORM SENDER
---	PROPOSED C.A. MANHOLE (C.A.)
---	PROPOSED C.A. MANHOLE (C.A.)
---	UTILITY EASIMENT
---	CENTER LINE OF ROAD
---	ROAD RIGHT OF WAY
---	PROPERTY LINE
---	FIRE HYDRANT
---	WATER VALVE
---	THRUST BLOCK
---	PROPOSED TOP OF CURB ELEV.

EX. LEGEND

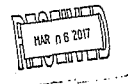
○	KEY 1/2" BAR WITH CAP
○	FOUND IRON AS NOTED
○	DISTANCE NOT TO SCALE
○	FENCE
○	CONCRETE
○	GRAVEL
○	EXISTING SPOT ELEVATION
○	EXISTING CONTIG. ELEVATION
○	GAS LINE
○	UNDERGROUND TELEPHONE
○	UNDERGROUND TELEVISION
○	UNDERGROUND ELECTRIC
○	OVERHEAD WIRES
○	DECIDUOUS TREE
○	CONIFEROUS TREE
○	BUSH/SHRUB

EX. TREE LEGEND

○	APPLE
○	ORANGE
○	PEAR
○	CHERRY
○	PLUM
○	ALMOND
○	LOCUST

EX. SENDER INVENTORIES

STORM MANHOLE #145	700' - 854.79
STORM MANHOLE #146	700' - 854.41
STORM MANHOLE #147	8' CONC. TOP - 854.19
STORM MANHOLE #148	8' CONC. TOP - 854.19
STORM MANHOLE #149	8' CONC. TOP - 854.19
STORM MANHOLE #150	8' CONC. TOP - 854.19
STORM MANHOLE #151	8' CONC. TOP - 854.19
STORM MANHOLE #152	8' CONC. TOP - 854.19
STORM MANHOLE #153	8' CONC. TOP - 854.19
STORM MANHOLE #154	8' CONC. TOP - 854.19
STORM MANHOLE #155	8' CONC. TOP - 854.19
STORM MANHOLE #156	8' CONC. TOP - 854.19
STORM MANHOLE #157	8' CONC. TOP - 854.19
STORM MANHOLE #158	8' CONC. TOP - 854.19
STORM MANHOLE #159	8' CONC. TOP - 854.19
STORM MANHOLE #160	8' CONC. TOP - 854.19
STORM MANHOLE #161	8' CONC. TOP - 854.19
STORM MANHOLE #162	8' CONC. TOP - 854.19
STORM MANHOLE #163	8' CONC. TOP - 854.19
STORM MANHOLE #164	8' CONC. TOP - 854.19
STORM MANHOLE #165	8' CONC. TOP - 854.19
STORM MANHOLE #166	8' CONC. TOP - 854.19
STORM MANHOLE #167	8' CONC. TOP - 854.19
STORM MANHOLE #168	8' CONC. TOP - 854.19
STORM MANHOLE #169	8' CONC. TOP - 854.19
STORM MANHOLE #170	8' CONC. TOP - 854.19
STORM MANHOLE #171	8' CONC. TOP - 854.19
STORM MANHOLE #172	8' CONC. TOP - 854.19
STORM MANHOLE #173	8' CONC. TOP - 854.19
STORM MANHOLE #174	8' CONC. TOP - 854.19
STORM MANHOLE #175	8' CONC. TOP - 854.19
STORM MANHOLE #176	8' CONC. TOP - 854.19
STORM MANHOLE #177	8' CONC. TOP - 854.19
STORM MANHOLE #178	8' CONC. TOP - 854.19
STORM MANHOLE #179	8' CONC. TOP - 854.19
STORM MANHOLE #180	8' CONC. TOP - 854.19
STORM MANHOLE #181	8' CONC. TOP - 854.19
STORM MANHOLE #182	8' CONC. TOP - 854.19
STORM MANHOLE #183	8' CONC. TOP - 854.19
STORM MANHOLE #184	8' CONC. TOP - 854.19
STORM MANHOLE #185	8' CONC. TOP - 854.19
STORM MANHOLE #186	8' CONC. TOP - 854.19
STORM MANHOLE #187	8' CONC. TOP - 854.19
STORM MANHOLE #188	8' CONC. TOP - 854.19
STORM MANHOLE #189	8' CONC. TOP - 854.19
STORM MANHOLE #190	8' CONC. TOP - 854.19
STORM MANHOLE #191	8' CONC. TOP - 854.19
STORM MANHOLE #192	8' CONC. TOP - 854.19
STORM MANHOLE #193	8' CONC. TOP - 854.19
STORM MANHOLE #194	8' CONC. TOP - 854.19
STORM MANHOLE #195	8' CONC. TOP - 854.19
STORM MANHOLE #196	8' CONC. TOP - 854.19
STORM MANHOLE #197	8' CONC. TOP - 854.19
STORM MANHOLE #198	8' CONC. TOP - 854.19
STORM MANHOLE #199	8' CONC. TOP - 854.19
STORM MANHOLE #200	8' CONC. TOP - 854.19



REVISIONS

1	11-13-17	AMENDMENT
2	12-17-17	PC PERMITS RECORDS

KEYS, INC. KYES ENGINEERING
 2018 HASLETT ROAD, HASLETT, MI 48840
 PH: (517) 338-1014 FAX: (517) 338-8047

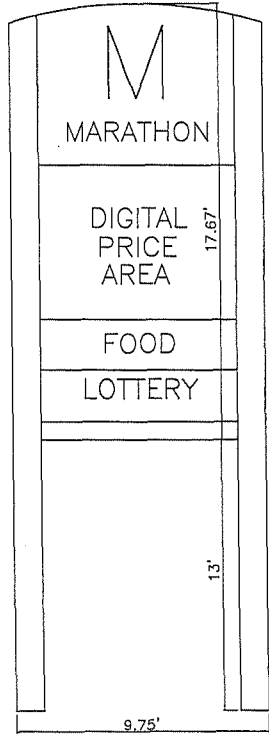
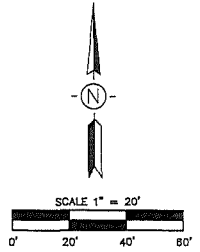
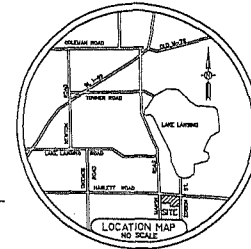
1619 Haslett Road
 PROVISION PLAN

SCALE: 1" = 20'
 DATE: 8-23-15
 AUTHORIZED BY: CBG HOLDINGS

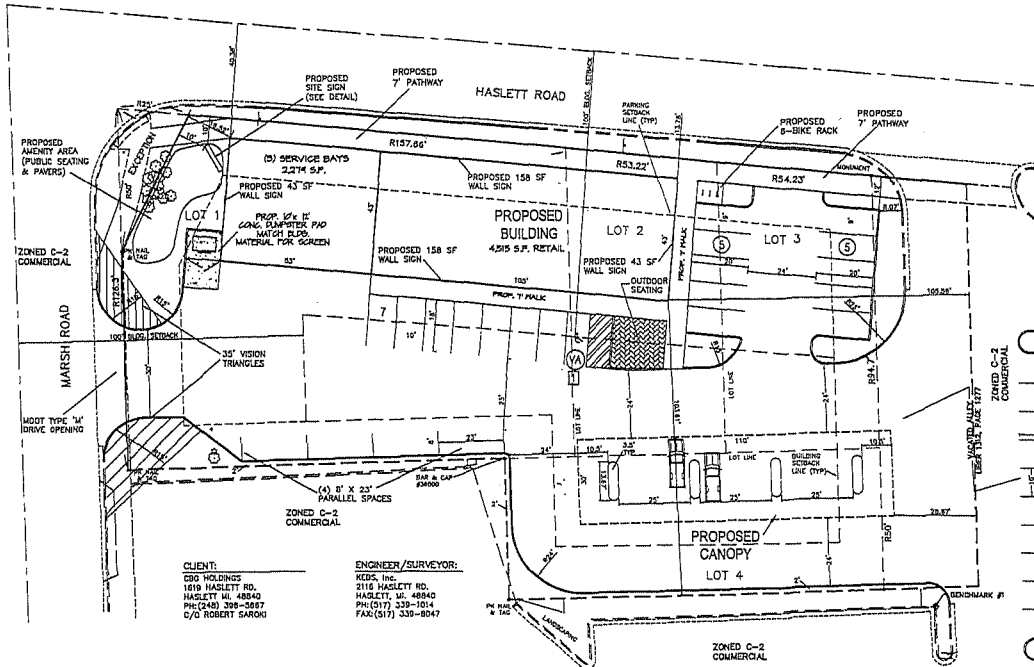
APPROVED BY: [Signature]
 SHEET 1 OF 7
 JOB #: 89652

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

BENCHMARK #1



SITE SIGN DETAIL
 NOT TO SCALE



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 - BEG ON 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 32 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

CLIENT:
 CEG HOLDINGS
 1619 HASLETT RD.
 HASLETT MI 48840
 P: (517) 339-1014
 C/O ROBERT SAROKI

ENGINEER/SURVEYOR:
 KEBS, INC.
 2118 HASLETT RD.
 HASLETT MI 48840
 P: (517) 339-1014
 F: (517) 339-8047

PARKING DATA:

RETAIL LESS THAN 25,000 S.F.
 5/1000 GFA MIN
 5.5/1000 GFA MAX.
 4515/1000 X 5 = 22.58 OR 23 MIN.
 4515/1000 X 5.5 = 24.83 OR 25 MAX.

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

TOTAL PARKING REQUIRED = 30-32 SPACES
 TOTAL PARKING PROPOSED = 22 SPACES

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'

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

TOTAL IMPERVIOUS AREA
 36,391 S.F./39,888 S.F. x 100 = 91.23%
 TOTAL PERVIOUS AREA
 3,497 S.F./39,888 S.F. x 100 = 8.77%

WAVES REQUESTS:

SECTION	REQUIREMENT	REASON	WAVE REQUESTED	COMPARISON TO EXIST.
84-347	100' BUILDING FRONT YARD SETBACK FROM C/L	45.36' PROP. BLDG. SETBACK	84.5' WAVE	100.0'
84-402(3)	4' BUILDING PERMITTED LANDSCAPE = 1,000 SF	120 SF PROPOSED WEED DIRT	1,486 SF WAVE	N/A
84-402(7)	MAX. PER IMPERVIOUS	61.33% PROP IMPERVIOUS	31.33% WAVE	24.88% EXIST. IMPERVIOUS
84-794(1)	20' PARKING SETBACK FROM RIGHT OF WAY	12' PROP. PARKING SETBACK	0' WAVE	N/A
84-794(4)	15' SIDE AND REAR PARKING SETBACK	12' PROP. PARKING SETBACK	15' WAVE	23.5' EXIST. PARKING SETBACK
84-721	(1) LOADING SPACE	00' LOADING SPACE PROPOSED	(1) LOADING SPACE	NOT DESIGNATED ON SITE
84-725	30 REQUIRED PARKING SPACES	22 SPACES PROPOSED	8 SPACES	NOT DESIGNATED ON SITE



17 HOURS
 24 HOURS
 36 HOURS
 48 HOURS
 60 HOURS
 72 HOURS
 84 HOURS
 96 HOURS
 108 HOURS
 120 HOURS
 132 HOURS
 144 HOURS
 156 HOURS
 168 HOURS
 180 HOURS
 192 HOURS
 204 HOURS
 216 HOURS
 228 HOURS
 240 HOURS
 252 HOURS
 264 HOURS
 276 HOURS
 288 HOURS
 300 HOURS
 312 HOURS
 324 HOURS
 336 HOURS
 348 HOURS
 360 HOURS
 372 HOURS
 384 HOURS
 396 HOURS
 408 HOURS
 420 HOURS
 432 HOURS
 444 HOURS
 456 HOURS
 468 HOURS
 480 HOURS
 492 HOURS
 504 HOURS
 516 HOURS
 528 HOURS
 540 HOURS
 552 HOURS
 564 HOURS
 576 HOURS
 588 HOURS
 600 HOURS
 612 HOURS
 624 HOURS
 636 HOURS
 648 HOURS
 660 HOURS
 672 HOURS
 684 HOURS
 696 HOURS
 708 HOURS
 720 HOURS
 732 HOURS
 744 HOURS
 756 HOURS
 768 HOURS
 780 HOURS
 792 HOURS
 804 HOURS
 816 HOURS
 828 HOURS
 840 HOURS
 852 HOURS
 864 HOURS
 876 HOURS
 888 HOURS
 900 HOURS
 912 HOURS
 924 HOURS
 936 HOURS
 948 HOURS
 960 HOURS
 972 HOURS
 984 HOURS
 996 HOURS
 1008 HOURS
 1020 HOURS
 1032 HOURS
 1044 HOURS
 1056 HOURS
 1068 HOURS
 1080 HOURS
 1092 HOURS
 1104 HOURS
 1116 HOURS
 1128 HOURS
 1140 HOURS
 1152 HOURS
 1164 HOURS
 1176 HOURS
 1188 HOURS
 1200 HOURS
 1212 HOURS
 1224 HOURS
 1236 HOURS
 1248 HOURS
 1260 HOURS
 1272 HOURS
 1284 HOURS
 1296 HOURS
 1308 HOURS
 1320 HOURS
 1332 HOURS
 1344 HOURS
 1356 HOURS
 1368 HOURS
 1380 HOURS
 1392 HOURS
 1404 HOURS
 1416 HOURS
 1428 HOURS
 1440 HOURS
 1452 HOURS
 1464 HOURS
 1476 HOURS
 1488 HOURS
 1500 HOURS
 1512 HOURS
 1524 HOURS
 1536 HOURS
 1548 HOURS
 1560 HOURS
 1572 HOURS
 1584 HOURS
 1596 HOURS
 1608 HOURS
 1620 HOURS
 1632 HOURS
 1644 HOURS
 1656 HOURS
 1668 HOURS
 1680 HOURS
 1692 HOURS
 1704 HOURS
 1716 HOURS
 1728 HOURS
 1740 HOURS
 1752 HOURS
 1764 HOURS
 1776 HOURS
 1788 HOURS
 1800 HOURS
 1812 HOURS
 1824 HOURS
 1836 HOURS
 1848 HOURS
 1860 HOURS
 1872 HOURS
 1884 HOURS
 1896 HOURS
 1908 HOURS
 1920 HOURS
 1932 HOURS
 1944 HOURS
 1956 HOURS
 1968 HOURS
 1980 HOURS
 1992 HOURS
 2004 HOURS
 2016 HOURS
 2028 HOURS
 2040 HOURS
 2052 HOURS
 2064 HOURS
 2076 HOURS
 2088 HOURS
 2100 HOURS
 2112 HOURS
 2124 HOURS
 2136 HOURS
 2148 HOURS
 2160 HOURS
 2172 HOURS
 2184 HOURS
 2196 HOURS
 2208 HOURS
 2220 HOURS
 2232 HOURS
 2244 HOURS
 2256 HOURS
 2268 HOURS
 2280 HOURS
 2292 HOURS
 2304 HOURS
 2316 HOURS
 2328 HOURS
 2340 HOURS
 2352 HOURS
 2364 HOURS
 2376 HOURS
 2388 HOURS
 2400 HOURS
 2412 HOURS
 2424 HOURS
 2436 HOURS
 2448 HOURS
 2460 HOURS
 2472 HOURS
 2484 HOURS
 2496 HOURS
 2508 HOURS
 2520 HOURS
 2532 HOURS
 2544 HOURS
 2556 HOURS
 2568 HOURS
 2580 HOURS
 2592 HOURS
 2604 HOURS
 2616 HOURS
 2628 HOURS
 2640 HOURS
 2652 HOURS
 2664 HOURS
 2676 HOURS
 2688 HOURS
 2700 HOURS
 2712 HOURS
 2724 HOURS
 2736 HOURS
 2748 HOURS
 2760 HOURS
 2772 HOURS
 2784 HOURS
 2796 HOURS
 2808 HOURS
 2820 HOURS
 2832 HOURS
 2844 HOURS
 2856 HOURS
 2868 HOURS
 2880 HOURS
 2892 HOURS
 2904 HOURS
 2916 HOURS
 2928 HOURS
 2940 HOURS
 2952 HOURS
 2964 HOURS
 2976 HOURS
 2988 HOURS
 3000 HOURS

LEGEND

---	EXT. CONTIGUOUS
---	EXT. WATER MAIN
---	EXT. SANITARY SEWER
---	EXT. STORM SEWER
---	EXT. ELEVATIONS
---	PROPOSED WATER MAIN
---	PROPOSED SANITARY SEWER
---	PROPOSED STORM SEWER
---	PROPOSED (NEW) MANHOLE (NEW)
---	PROPOSED (EX) MANHOLE (EX)
---	UTILITY EASEMENTS
---	CENTER LINE OF ROAD
---	ROAD RIGHT OF WAY
---	PROPERTY LINE
---	FIRE HYDRANT
---	WATER VALVE
---	THREE BLOCK
---	PROPOSED TOP OF CURB ELEV.

EX. LEGEND

---	SET 1/2" BAR WITH CAP
---	FOUND IRON AS NOTED
---	ELECTRIC MANHOLE
---	TELEPHONE MANHOLE
---	FENCE
---	ASPHALT
---	CONCRETE
---	DISTING. SPOT ELEVATION
---	DISTING. CONTOUR ELEVATION
---	GAZ LINE
---	UNDERGROUND TELEPHONE
---	UNDERGROUND ELECTRIC
---	OVERHEAD WIRE
---	OVERHEAD TREE
---	COMPOSITE TREE
---	DOOR/DOOR
---	SANITARY MANHOLE
---	DRAINAGE MANHOLE
---	ELECTRIC MANHOLE
---	TELEPHONE MANHOLE
---	CAUTION
---	SAFETY ELEVATION
---	FIRE HYDRANT
---	VALVE
---	UTILITY POLE
---	LIGHT POLE
---	TRAFFIC LIGHT
---	OUT WIRE
---	UTILITY FIDUCIAL
---	TRANSFORMER
---	ELECTRIC METER
---	GAS METER
---	WATER METER
---	WATER WELL
---	SI
---	POST
---	FILL POINT
---	FUEL VAULT

EX. SPACES INVENTORY:

---	STORM MANHOLE #14
---	TOP - 8897
---	# OF PIPE SEC. 454.41
---	# OF SLAT INCH 454.19
---	SLAT - 15.38
---	CATCH BASIN #13
---	TOP - 8911
---	TOP OF SIGNS - 854.74
---	CATCH BASIN #18
---	TOP - 8948
---	# OF SLAT INCH 454.83
---	CATCH BASIN #15
---	TOP - 8943
---	15' CONC. INCH - 803.35
---	CATCH BASIN #12
---	TOP - 8923
---	15' CONC. INCH - 818.07

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

REVISIONS
 MAY 11 2017

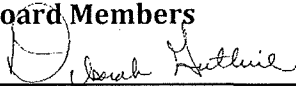
REVISIONS

1-13-17	REVISION	APPROVED BY:
2-13-17	REVISION	DATE:
3-13-17	REVISION	DATE:
4-13-17	REVISION	DATE:
5-13-17	REVISION	DATE:

KEBS, INC. 2118 HASLETT ROAD, HASLETT MI 48840
 P: (517) 339-1014 FAX: (517) 339-8047
 MICHIGAN OFFICE
 PH: 268-781-2800

1619 Haslett Road
 COVER SHEET
 SCALE: 1" = 20'
 DATE: 5-23-18
 AUTHORIZED BY: CEG HOLDINGS
 SHEET 1 OF 1
 89452



To: Board Members
From: 
Date: May 12, 2017
Re: Distributed Antennae System (DAS)

Attached is a final draft 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 March 16, 2017 Township Board meeting.

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

1. Height of the DAS and Small Cell Facility structure be no higher than other existing poles in the area (DAS Light Pole Heights included as requested by the board),
2. DAS collocation be transmitted through an existing DAS antennae,
3. DAS and Small Cell Facility be located in safe areas of the rights of way,
4. DAS and Small Cell Facility be "attractive" and "blend in" to the existing environment.
5. DAS and Small Cell Facility be allowed in designated zones such as PICA zones and/or overlay districts (PICA Zone Districts from the 2017 Master Plan included)

In the 2017 Master Plan, three locations in the Township were identified as primary areas of future growth. The three locations were Carriage Hills, downtown Haslett and downtown Okemos. Each of the three areas was called a "Potential Intensity Change Area" (PICA). The purpose of the PICA was to take primarily commercial areas and create mixed use neighborhoods. The intent is the three PICA locations would be targeted for redevelopment as Town Center type neighborhoods characterized by compact design, clustered and higher density housing, walkable and multi-modal streetscapes.

The DAS Committee has addressed each of these items with an updated DAS and Small Cell Policy for the boards' consideration. The DAS Committee is made up of Township Supervisor Ron Styka, Township Communications Commissioner Tunga Kiyak, Township Manager Frank Walsh, Township Assistant Manager Derek Perry, Township Planning and Development Director Mark Kieselbach and Township Communications Director/PIO Deborah Guthrie.

Memo to Township Board
May 12, 2017
Re: Distributed Antennae System (DAS)
Page 2

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.

Attachments

1. Draft DAS and Small Cell Policy
2. 2017 Master Plan PICA Zone Districts
3. DAS Light Pole Heights Images
4. Modified METRO Agreement
5. DAS/Small Cell Franchise 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 (BOLD TEXT RELATES TO ANTENNAE LANGUAGE).

**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. (item #3) 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 (item #4) to maintain the integrity of the Township Zoning and Master Plan, promote property values and (item #5) 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 (items #4 and #5) 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. (item #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 (item #4) 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. (item #3) The Township prefers 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, (item #4) diminished visual impact of telecommunication facilities, improved buffering from adjacent residential uses, potential to join publicly managed

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

communication systems with commercial wireless service antennas, (item #4) greater continuity of telecommunications facilities, enhanced cell phone service in more remote parts of the Township, and quicker application approval process as valid reasons for such preference.

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. (item #2) 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. (item #4) Stealth installations or otherwise aesthetically consistent designs shall be required at the discretion of the Township, with (item #2) 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. (item #1) New structures shall be limited and not higher than other existing poles in the area, and in all events, no higher than fifty feet (50') and no more than 2

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

feet in diameter, (item #5) 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 (item #1) 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 are an acceptable support structure subject to all other criteria herein.
- 1.4.6. Attachments to a support structure including any and all power sources and back-ups shall be (items #3 and #4) placed inside the pole absent specific exception granted at the sole discretion of the Township.
- 1.4.7. (item #4) 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. (item #5) 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.
 - 1.4.9.1. Or practical.
- 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 (item #3) ensure compliance with all state, federal

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

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 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.

Haslett PICA. Bisected by Haslett and Marsh Roads and disconnected from Haslett by the railroad, the plazas that make up this PICA--Shop Town, Haslett Village Square and Haslett Commerce Center--are a mix of highly successful and vacant retail space.

Haslett Today. East of Marsh Road, Shop Town is successful despite aging infrastructure and a disorganized development pattern. To the west, underutilized retail space in Haslett Village Square is hidden behind expanses of parking lot. Marsh Road divides the sides with five lanes of heavy traffic, creating a barrier for any potential pedestrian connection between the two sites. Haslett Road similarly deters residents from walking into the site from the north.

A Walkable Community Center Tomorrow. The Haslett mixed use core will benefit from an influx of residential development that places walkability and human scale above traditional suburban living.

By providing housing on-site with existing commercial buildings, the revitalized area will provide residents with the amenities they need, while retailers will benefit from an invested customer base within easy walking distance.



Perspective View ▲

Bird's Eye View ▼





Haslett PICA Analysis

RETAIL

- 87,428 Square Feet of Retail
- 17.9% of demand for new retail in Meridian
- 10.7% of demand for new walkable retail in Meridian
- Possible Retail Tenants:
 - » Specialty Food Stores
 - » Health and Personal Care Stores
 - » General Merchandise Stores
 - » Used Merchandise Stores
 - » Beer/Wine/Liquor Stores
 - » Bars/Restaurants
 - » Florists

HOUSING

- 320 Housing Units
- 12.8% of demand for walkable housing in Meridian

- Retail
- Housing
- Park
- PICA Boundary

Okemos PICA. Located along Okemos Road a short distance south of Grand River Avenue, this once-thriving historic activity center is utilized as a vehicular cut-through.

Okemos Today. The street grid is desirable in scale and has the potential to support mixed use infrastructure of a walkable urban form. In its current form, Okemos lacks true connection to the active commercial corridor just minutes to the north. The center is missing an identity and purpose, even though visibility and accessibility are high.

A Bustling Downtown Tomorrow. The Okemos core will embody traditional urban living, with emphasis on creating spaces for living, working, and recreation within the neighborhood.

New development in Okemos will take advantage of its location to provide residents great access to regional transportation systems and draw in visitors with unique retail and service amenities. First floor storefronts and upper-level apartments and condos will provide an eclectic mix of users that will take advantage of plazas and street cafes to create an active streetscape.



Perspective View ▲

Bird's Eye View ▼





Note: This conceptual build-out scenario shows buildings in floodplain areas. All future development must be consistent with Meridian Township floodplain policies.

Okemos PICA Analysis

RETAIL

- 191,458 Square Feet of Retail
- 39.2% of demand for new retail in Meridian
- 23.4% of demand for new walkable retail in Meridian
- Possible Retail Tenants:
 - » Furniture Stores
 - » Home Furnishings Stores
 - » Electronics Stores
 - » Specialty Food Stores
 - » Beer/Wine/Liquor Stores
 - » General Merchandise Stores
 - » Bars/Restaurants

HOUSING

- 695 Housing Units
- 27.9% of demand for walkable housing in Meridian

- Retail
- Housing
- Community
- Existing
- PICA Boundary

Carriage Hills PICA. The northwest corner of Hagadorn and Lake Lansing is a commercial center surrounded by family-oriented residential neighborhoods. Updates to retail and office buildings continue, but a cohesive vision is not apparent.

Carriage Hills Today. Underutilized retail space and an expansive parking lot characterize the interior of the shopping center. The credit union and gas station along the periphery have been modernized, yet a main draw of commercial or recreational interest remains absent from the area. With a large population living in close proximity to the center, there is great potential for retail and activity in a close-knit mixed use development.

A Re-Imagined Mixed Use Destination tomorrow. Taking advantage of the surrounding population, the Carriage Hills plan brings life in the form of resident-focused activity nodes surrounded by family-oriented retail and restaurants.

The updated street grid and building forms will encourage walkable living for existing residents on the periphery as well as new residents living above storefronts and offices. Carriage Hills will provide the amenities necessary for families to live within the center, and the excitement necessary to draw in visitors from the Lansing region.



Perspective View ▲
 Bird's Eye View ▶





Carriage Hills PICA Analysis

RETAIL

- 70,437 Square Feet of Retail
- 14.42% of demand for new retail in Meridian
- 8.62% of demand for new walkable retail in Meridian

Possible Retail Tenants:

- » Specialty Food Stores
- » Health and Personal Care Stores
- » General Merchandise Stores
- » Used Merchandise Stores
- » Beer/Wine/Liquor Stores
- » Bars/Restaurants
- » Florists

HOUSING

- 131 Housing Units
- 5.3% of demand for walkable housing in Meridian

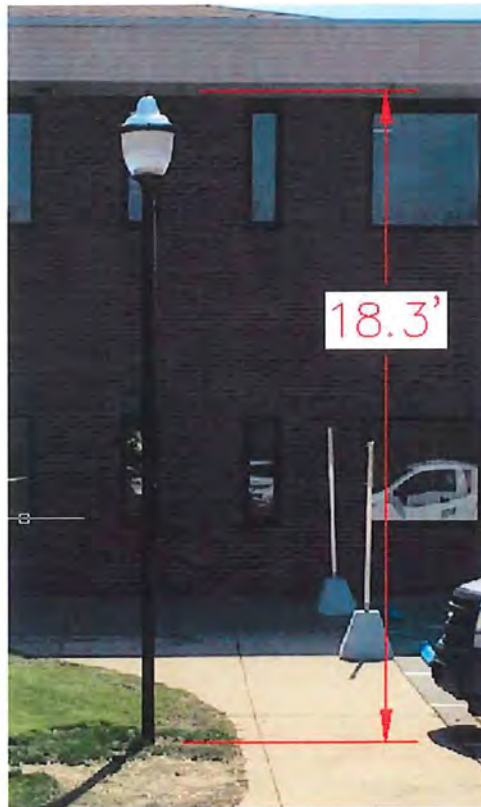
- Retail
- Housing
- Park
- PICA Boundary

DAS Light Pole Heights

Municipal Building Parking Light



Municipal Building Acorn Light



Downtown Okemos Light Pole



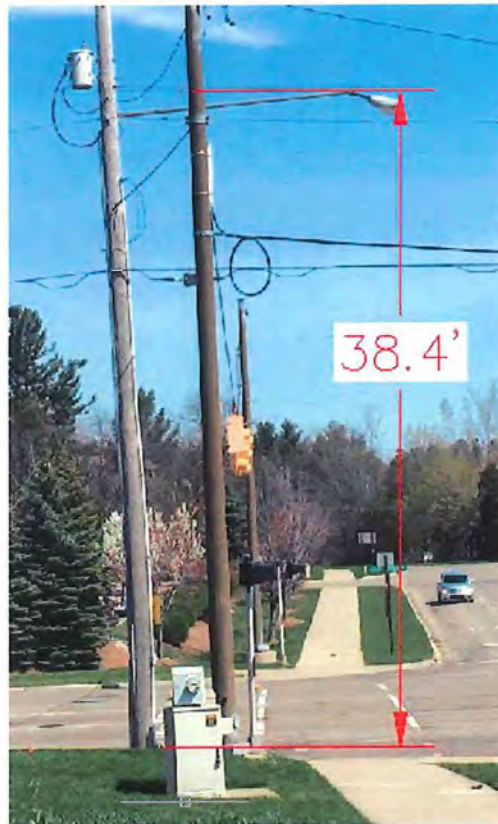
Okemos Road LED Light



Hamilton Round-About



Grand River Cobra Light



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 Overlapping. Permittee shall not allow the wires or any other facilities of a third party to be overlapped 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 Term

- 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

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 FRANCHISE

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 installations 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 ad 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 484.3101et 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, TownshipTownship, 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 poles in wood poles in wood utility pole districts

\$69.95 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)

\$144.76 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.

\$153.27 for ornamental poles in downtown districts.

(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 Township 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 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



To: Township Board

From: 
Mark Kieselbach, Director of Community Planning & Development

Date: May 12, 2017

Re: Urban Services Boundary

At the Township Board Study Session on April 25, 2017 there was not a consensus where the Urban Services Boundary should be located for Area #3 and Area #6.

- Area #3 is approximately 135 acres located north of Haslett Road and west of the Township's border with Williamstown Township.
- Area #6 is approximately 228 acres located north of Ponderosa subdivision, south of the Shoals subdivision, east of Sylvan Glen subdivision and generally west of the Consumers Energy right-of-way.

Attached is a spread sheet, prepared by the Township Assessor, showing the number of improved residential parcels in the Township by school district for the years 2012-2017. Residential parcels for assessing purposes are parcels with four dwellings units or less. Improved residential parcels are parcels with a structure. The numbers in the spreadsheet include only parcels with a residential structure. If a parcel was vacant in 2012 and a residential structure was constructed on the parcel, it would be shown as an improved residential parcel for 2013. While uncommon, the figures in the spreadsheet also include duplexes, triplexes and fourplexes that have been built on an individual residential parcel. The spreadsheet gives a good representation of the numbers of homes in each school district for the years provided. The change from one year to the next also is a good indication of the number of new homes.

Staff received a letter from Steven Cook, Superintendent of Haslett Public Schools regarding Area #3 of the Urban Services Boundary. The letter is attached to this memorandum.

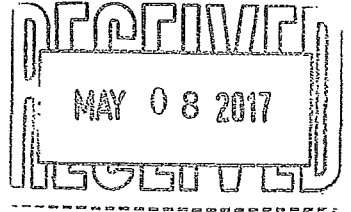
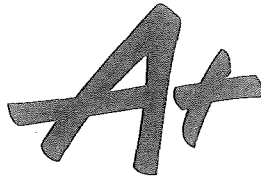
Attachments

1. Residential Parcels by School District
2. Letter from Haslett Public Schools
3. Urban Service Boundary Map

**MERIDIAN TOWNSHIP
IMPROVED RESIDENTIAL PARCELS BY SCHOOL DISTRICT
2012-2017**

SCHOOL DISTRICT	IMPROVED RESIDENTIAL PARCELS					
	2012	2013	2014	2015	2016	2017
33010 - EAST LANSING	1,436	1,439	1,443	1,452	1,455	1,458
33060 - HASLETT	3,803	3,806	3,828	3,851	3,863	3,865
33170 - OKEMOS	6,537	6,566	6,652	6,718	6,781	6,834
33230 - WILLIAMSTON	164	165	166	167	168	170

Note: Improved residential parcels include parcels classified as residential (one to four dwelling units) which are not vacant land.



Haslett Public Schools

Steven L. Cook
Superintendent
cooksl@haslett.k12.mi.us

Sherren K. Jones
Associate Superintendent
jonessk@haslett.k12.mi.us

May 5, 2017

Ms. Gail Oranchak
Department of Community Planning and Development
Charter Township of Meridian
5151 Marsh Road
Okemos, MI 48864

Dear Gail:

In 2007, the Haslett Public School District was contacted by Bob Schroeder and Bob Homan, who were interested in discussing a proposal to develop a housing subdivision on the Altman property (parallel to Haslett Road in Meridian Township).

We believe the Altman property is located in service area #3 on your master plan. Shortly after our discussion, the economic conditions in our area prevented expansion, and the subdivision plans were halted.

Haslett Public Schools wholeheartedly supports housing developments. Our school district enrollment has been flat for the past several years. It maintains that flat status ONLY because we are willing to take "Schools of Choice" students. Approximately 15 percent of our current student population is classified "Schools of Choice." As an ideal, we would prefer to fill our classrooms and school buildings with Haslett residents.

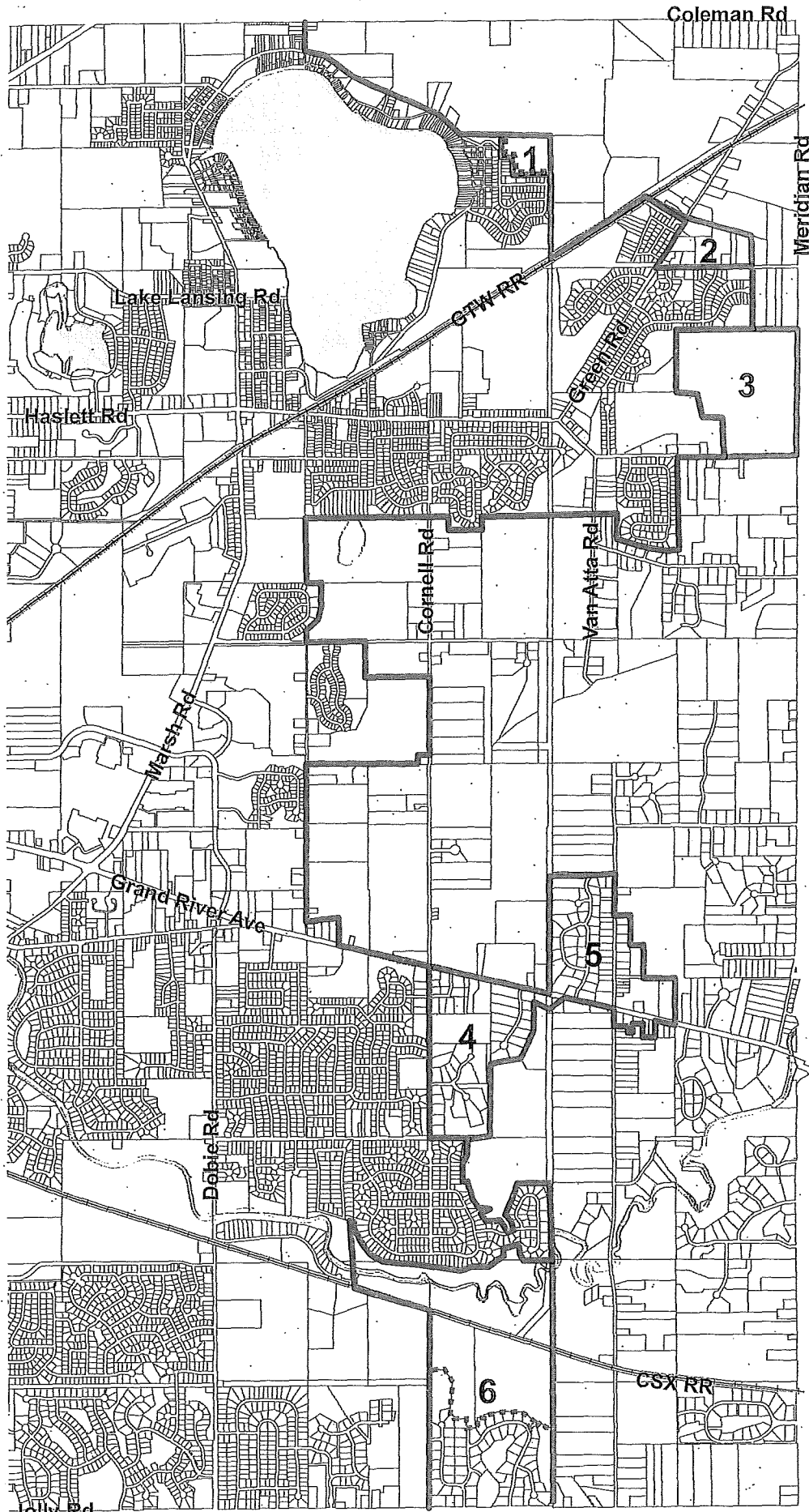
We want to ensure that the Urban Service Boundaries established will not prevent the expansion of future housing developments in the Haslett School District attendance areas. Presently, new families interested in moving to Haslett have a difficult time finding places to live within our district boundaries.

Please consider this letter as official comments to the Planning Commission's Master Plan.

Sincerely,

Steven L. Cook
Superintendent of Schools

URBAN SERVICES DISTRICT



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