



**AGENDA**  
CHARTER TOWNSHIP OF MERIDIAN  
TOWNSHIP BOARD – REGULAR MEETING  
May 1, 2018 6:00 pm

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1. CALL MEETING TO ORDER\*
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
  - A. Capital Area District Library-Sandy Drake
  - B. CATA Presentation-Brad Funkhouser and Andrew Brieschke
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-April 17, 2018 Regular Meeting
  - C. Bills
10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
12. ACTION ITEMS (PINK)
  - A. Amendment to the Rental Registration Ordinance-**Final Adoption**
  - B. Zoning Amendment #18020 (Downtown Okemos and Downtown Haslett)-**Introduction**
  - C. Rezoning #18030 (Haslett Holding, LLC)-**Introduction**
  - D. Legal Services Contract
  - E. CATA Redi-Ride Agreement
  - F. Towner Rd./I-69BL Water Main Capital Charge
  - G. Redevelopment Ready Communities Program Resolution
  - H. Burcham Hills Community Economic Development Corporation Bonds Resolution
13. BOARD DISCUSSION ITEMS (ORCHID)
  - A. Solar Panel Project
  - B. Extension of Special Use Permit # 16051 (New Hope Church) 2170 Saginaw
14. COMMENTS FROM THE PUBLIC\*
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. ADJOURNMENT
17. POSTSCRIPT-DAN OPSOMMER

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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 1, 2018

- BI-1 Lynn Bajorek, Principal Bajorek Consulting; RE: Please Support Redevelopment of Downtown Okemos
- BI-2 Archana Bhatt, 2039 Hamilton Rd. Okemos; RE: 4 Corners
- BI-3 Dennis and Karen Rich, 4619 Okemos Rd, Okemos; RE: Downtown Okemos #18020
- BI-4 Karla Hudson, 6009 Skyline Dr, East Lansing; RE: Meridian Redi-Ride Contract (for the next Board packet)

**9. A**

**CLERK'S OFFICE  
BOARD COMMUNICATIONS  
MAY 1, 2018**

**Board Information (BI)**

## Brett Dreyfus

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**From:** Lynn Bajorek <[lbajorek@bajorekconsulting.com](mailto:lbajorek@bajorekconsulting.com)>  
**Sent:** Thursday, April 19, 2018 9:42 PM  
**To:** Board  
**Subject:** Please support redevelopment of downtown Okemos

Hello-

I'm writing to request the Board to consider and support all viable proposals to redevelop downtown Okemos into a healthy shopping/entertainment area. It is such an eyesore yet holds such potential. My family would certainly make frequent visits to restaurants/retail in that area, and I have heard from many other community members who feel the same way.

We are a vibrant community and can do so much better. I feel the worst option is to do nothing - the status quo = blight.

Thanks for the opportunity to comment,  
Lynn Bajorek

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Lynn Bajorek  
Principal  
Bajorek Consulting  
517-899-0085  
[lbajorek@bajorekconsulting.com](mailto:lbajorek@bajorekconsulting.com)

## Maggie Rodgers-Sanders

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**From:** A B <archpb7@yahoo.com>  
**Sent:** Thursday, April 19, 2018 10:41 PM  
**To:** Board  
**Subject:** 4 corners

I would definitely support the development of this area and I live right around the corner! Thanks!

Sent from my iPhone

BI-2

## Brett Dreyfus

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**From:** A B <archpb7@yahoo.com>  
**Sent:** Friday, April 20, 2018 12:49 PM  
**To:** Brett Dreyfus  
**Subject:** Re: 4 corners

Yes—sorry I meant to do that on my e-mail.

Archana Bhatt  
2039 Hamilton Road

Sent from my iPhone

> On Apr 20, 2018, at 12:44 PM, Brett Dreyfus <[dreyfus@meridian.mi.us](mailto:dreyfus@meridian.mi.us)> wrote:

>

> Hello, thank you for your comments. Could you please provide your name and address so we can include your comments in our Board packet? Thank you.

>

> Brett Dreyfus

> Meridian Township Clerk

> [dreyfus@meridian.mi.us](mailto:dreyfus@meridian.mi.us)

> W: 517-853-4324 | O: 517-853-4300

> 5151 Marsh Road | Okemos, MI 48864

> [www.meridian.mi.us](http://www.meridian.mi.us)

>

>

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> -----Original Message-----

> From: A B [<mailto:archpb7@yahoo.com>]

> Sent: Thursday, April 19, 2018 10:41 PM

> To: Board

> Subject: 4 corners

>

> I would definitely support the development of this area and I live right around the corner! Thanks!

>

> Sent from my iPhone

## Brett Dreyfus

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**From:** Karen Rich <dekarich@yahoo.com>  
**Sent:** Monday, April 16, 2018 10:33 AM  
**To:** Township Board  
**Subject:** Downtown Okemos #18020

Meridian Township Board Members

We live at 4619 Okemos Rd, just south of Clinton St.

We are writing to encourage you in your efforts to redevelop Downtown Okemos but to disagree with lifting all restrictions as to the density and building height of potential projects. During a past planning commission meeting there was some discussion as to keeping the "look of the community". Please do not allow the potential for overbuilding this area. We heard a concern about the 45 foot limit restricting creativity. This desired uniqueness in design could be accommodated without removing limits for the builders. A four story building is already out of character for our residential/commercial setting. Concerns about increasing traffic and attracting quiet respectful neighbors, as well as establishing green space within this development will hopefully be your focus as you move forward. We have been part of the Okemos Community for over 40 years and are looking forward to better days.

Thank you

Dennis and Karen Rich

## Brett Dreyfus

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**From:** Karla Hudson <hudson.kc@live.com>  
**Sent:** Wednesday, April 18, 2018 11:16 AM  
**To:** Township Board; Dan Opsommer; Phil Deschaine; Julie Brixie; Brett Dreyfus; Ronald Styka; Kathy Ann Sundland; Patricia Herring Jackson  
**Cc:** Derek Perry; Frank Walsh  
**Subject:** Meridian Redi-ride contract (for the next board packet)

Dear Township board,

After reviewing the township board discussion on the Redi-ride contract I want to address a few points made by various board members.

1. A summary of the March Transportation Commission (TC) meeting by township staff and board members needs revising. Dan Opsommer you are not operating in two worlds. For the record Mr. Norkin did not attend. Ms. Rose was there but given that we only have one time for public comment she did not exercise views about CATA at the start of the meeting when comment occurs. I know she is of the thought that we want to give the new CATA administration a chance for positive change. The operating issues four hours in advance scheduling, buses sitting empty and school students are continuous issues. Certainly, I could have taken the opportunity during the TC meeting to challenge Brad and Andrew on these issues. However, given that these individuals have recently taken different roles at CATA I felt that our March meeting needed to focus on updates from our new CEO on what I am hoping is a more optimistic direction. The operational issues need attention by our township manager, board members and CATA representatives. I did not think spending time attacking Brad and Andrew with problems our township should be addressing was productive use of the time for my other transportation commission members who need educating about CATA given that they do not use the service. Dan O. continues to indicate that we just need to tell CATA what we want from the system so as my CATA representative I would hope he is taking some of these problems on and working with CATA to make our Redi-ride better for our community. During the meeting Andrew did indicate that he and Mr. Perry would be speaking about ways they might work on the "four hours in advance" issue and scheduling challenges. As board members present at that meeting and township staff might recall much of the meeting with CATA focused on their reporting and basic overview of the system.
2. Mr. Deschaine, mentioned that there was no further discussion about the fares for persons with disabilities and seniors at the TC meeting. This discussion did not need to continue as Ms. Rose and I discovered that Act. 51 provided for half off fares for these populations and after CATA confirmed this with their attorney that ended this discussion. Also, the recommendation for the grants had already been passed to the board so any further discussion on this topic was out of the hands of the TC and on to the board. Of course, I am still not a fan of this increase as Delhi continues to have 7:00 to 6:00 service and is still paying the established CATA rates for their Redi-ride without the need for any grants.
3. I also need to correct the belief that CATA is thoroughly monitoring the use of Redi-ride by school children. I have reliable information that students are being dropped at apartment complexes in walking distance to the Chippewa middle school. This Redi-ride that is picking up at that middle school is sitting for long periods of time waiting for school age children. Again, if you would ride on this service you would know some of these issues.
4. I will again state having children riding independent of an adult is just opening everyone up for huge liability. I suggest the contract request an age limit be placed on who can ride without an adult. If you read the standards for school bus driver training you will learn that these individuals learn extra skills for transporting school aged children. As we are learning unfortunately the hard way in this community our children need safety measures

put in place in all situations when interacting with unknown adults. Such standards I would think the transit system would want in order to protect their staff as well. I also want to mention that the school age children are riding with adult residents not always other children such as a school bus experience would give children riding with other children. This is something else to consider regarding liability.

5. I continue to believe a contract without a price is not a contract. This loose open ended document provides for no accountability to the tax payers of the township. Over the past year in discussions with township supervisor I was assured that "cost" would be addressed. Now the moment to have that conversation has come and nothing about cost per mile, per trip, per person, vehicle hours is written in the contract.
6. If we are going to work as a team why did the Transportation Commission not see this draft contract prior to it going to the board? Several of our recommendations have gone to the board without TC prior knowledge of when the item would be on the board agenda. If we are really wanting public input on what we do at the township than I would think you would want your TC to make suggestions on what might be placed in this document especially given that this was one of the goals of the TC. I had to request that this document be forwarded to all TC members as we had no idea this would be discussed by the board. I found out this item was up for discussion on Facebook. Good thing for social media!

The "hands off" approach to the Meridian Redi-ride has led to the many problems that have occurred over the 18 years this program has been in place in the township. Unfortunately it appears than only Ms. Jackson and Mr. Dreyfus are really taking a serious view of the need to revamp the specifications in the contract. I know the room of residents who came over three years ago to ask for change in this program appreciate your advocacy. The residents are seeking a firm set of specifications not a Waterdown agreement. I encourage the staff and board members to rethink and take careful deliberation when reviewing the Meridian Redi-ride contract. Giving this thoughtful consideration rather than just rushing the process will only benefit the community and the residents using the service.

Regards,

Karla Hudson  
6009 skyline drive

BI-4

**PROPOSED BOARD MINUTES**

**PROPOSED MOTION:**

Move to approve and ratify the minutes of the April 17, 2018 Regular Meeting as submitted.

**ALTERNATE MOTION:**

Move to approve and ratify the minutes of the April 17, 2018 Regular Meeting with the following amendment(s): [insert amendments].

**REGULAR MEETING**

**MAY 1, 2018**

CHARTER TOWNSHIP OF MERIDIAN  
TOWNSHIP BOARD REGULAR MEETING- **DRAFT**-  
5151 Marsh Road, Okemos MI 48864-1198  
853-4000, Town Hall Room  
TUESDAY, APRIL 17, 2018 **6:00 P.M.**

PRESENT: Supervisor Styka, Clerk Dreyfus, Treasurer Brixie (7:48pm), Trustees Deschaine,  
Jackson, Jackson, Opsommer  
ABSENT: Trustee Sundland  
STAFF: Township Manager Frank Walsh, Director of Public Works Derek Perry, Finance  
Director Mariam Mattison, Director of Community Planning Mark Kieselbach,  
Economic Development Director Chris Buck, Police Chief Dave Hall, Police Captain  
Greg Frenger, Fire Chief Lori Schafer, Principal Planner Peter Menser.

1. CALL MEETING TO ORDER

Supervisor Styka called the meeting to order at 6:01 P.M.

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Styka led the Pledge of Allegiance.

3. ROLL CALL

The Secretary called the roll of the Board.

4. PRESENTATION

A. 2018 1<sup>st</sup> Quarter Report

Manager Walsh presented the highlights of the 2018 Action Plan, and the 2018 1<sup>st</sup> Quarter Report.

B. MEDC Presentation

EDC Director Buck discussed participation in the Redevelopment Ready Communities program through the Michigan Economic Development Corporation (MEDC). Elizabeth King and Michelle Parkkonen of the MEDC compiled a status update regarding the Township's progress to date. Elizabeth King discussed best practices, which consist of 41 objective measurable criteria used to certify a community.

Board Discussion:

- Percentage needed to meet the criteria for certification, 100% must be met,
- 3 target sites, Downtown Okemos, Downtown Haslett and Carriage Hills, specific properties, parcels or buildings need to be identified in the target areas
- Questions about Meridian Redevelopment Fund and Brownfield Redevelopment Fund

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened public remarks at 6:29 P.M.

Karla Hudson 6009 Skyline Drive, East Lansing; Discussed the draft CATA contract, concerned about no pricing, no accountability, no fares and CATA can change fares, conflict with Township Board member serving on the CATA Board and may violate Public Act 566 of 1978, children 12 and under should be accompanied by an adult. Problems with 4 hours in advance for rides provision, cancelled rides aren't being made available to those who need rides same day, Redi-Ride vehicles sometimes sit vacant with people needing rides. Agreement needs revising, Board should not make a decision on this right now.

Michael Hudson, 6009 Skyline Drive, East Lansing; enjoyed the MEDC presentation, moved to the area for walkability, pathways and bus service. Cannot call Redi-Ride within 4 hours of a needed ride, cancellations happen and busses are sitting there. Kids 12 and under should be accompanied by an adult. Township needs a good relationship with CATA, discussed how complaints are handled, getting data from CATA regarding complaints.

Brian Dyke, 486 Haslett Road, Haslett; opposed to rezoning at 580 Haslett Road from RR (Rural Residential) to RA (Single Family-Medium Density). His home is adjacent to the zoning request, traffic patterns are a concern, the area is well developed. Drain runs behind the property, concerns about drainage disruptions and wetland preservation.

Dave Ledebuhr, 4767 Cornell Road, Okemos; Real estate broker with Mussleman Realty Company, currently the Vice Chair of the Meridian EDC, which supports the rezoning. Discussed relaxed standards, and let the development move with the markets. Encourage development of blighted areas.

Don Romain, 5420 Jo Pass, Okemos; Chief Operating Officer of Douglas J. Supports amendment to remove height and density restrictions. Guests comment on the blighted area of Downtown Okemos. Douglas J's building is aging, looking at a substantial capital investment. Business investors are "put off" by the restrictions in place.

Kellie Johnson, 6425 W. Reynolds Rd., Haslett; owns Kellie's Consignment's, discussed Okemos and Haslett downtowns. Travels around the state and sees beautiful communities with various building heights and outdoor landscaping in the corridors, she has a hard time inviting people to this community because they have to drive through these blighted areas. Wants developers and Township to work together.

Supervisor Styka closed public remarks at 6:45 P.M

#### 6. TOWNSHIP MANAGER REPORT

- Full-time Fire Chief selection process is underway, posted position
- Police Chief Hall retirement, search committee being formulated
- Robins Way rezoning redevelopment, Giguere wants to bring in property owner to discuss with the Board, will notify neighborhood of item being on agenda at May 15, 2018 meeting

#### 7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Trustee Deschaine Reported:

- EDC meeting last week, Fahey Schultz rep there to discuss redevelopment fund
- Attended April Lansing Regional Chamber of Commerce monthly luncheon, Consumers Energy CEO stated commitment to the Paris Climate Accord, renewable energy, and options for solar energy for residents

- Recycling Coordinator Leroy Harvey hosted a “Solarize Your Home” event at the Meridian Senior Center

Trustee Opsommer Reported:

- CATA Board of Directors meets 4/18/2018 at Delhi Township Hall at 4:00 P.M.

Supervisor Styka Reported:

- Ingham County Schools report from the State of Michigan – Williamston, Okemos, Haslett and East Lansing schools are the top 4 school districts in the county
- Spring recycling event April 21, 2018 from 9 A.M. -2 P.M. at Chippewa Middle School
- Township tree planting event at Towar Woods Land Preserve April 28, 2018
- Attended Consumers Power annual meeting aimed at economic development
- Attended Corridor Improvement Authority meeting
- Haslett Library new meeting room opening
- Annual County Road Advisory Board meeting, discussed plans for Township roads for the coming construction year
- Discussed expenditures to the Greater Lansing Chinese Association from the EDC
- EDC funds come from an agreement with Burcham Hills, and money spent comes out of those funds, he believes these expenditures were used for a public purpose and do not violate any laws
- Clerk voted for supporting the Chinese New Year while he served on the EDC

Clerk Dreyfus Reported:

- EDC is a public body, the funds provided were a donation because there was no description of what the Township was getting in exchange for the money given to Meridian Mall
- Goodwill and promotion towards diversity are not measurable and tangible things
- While on the EDC he was not aware that the expenditure could be unlawful, only learned that recently, but he did speak out against sponsoring the event during when the issue came up to vote, voted for it because he lacked support among other EDC members, and a small issue, so no need to vote against it

8. APPROVAL OF AGENDA

**Trustee Opsommer moved to approve the agenda. Seconded by Clerk Dreyfus.**

VOICE VOTE: YEAS: Supervisor Styka, Clerk Dreyfus, Trustees  
Deschaine, Jackson, Opsommer,

NAYS:

Motion carried 5-0

9. CONSENT AGENDA (SALMON)

Supervisor Styka reviewed the consent agenda.

**Trustee Opsommer moved to approve the Consent Agenda. Seconded by Clerk Dreyfus.**

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

NAYS:

Motion carried 5-0

A. Communications

**Trustee Opsommer 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 Clerk Dreyfus.**

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

NAYS:

Motion carried 5-0

B. Minutes – March 20, 2018 Regular Meeting & March 27, 2018 Study Session

**Trustee Opsommer moved to approve and ratify that the minutes of the Regular Meeting and Study Session as submitted. Seconded by Clerk Dreyfus.**

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

NAYS:

Motion carried 5-0

C. Bills

**Trustee Opsommer moved to approve that the Township Board approve the Manager’s Bills as follows:**

<b>Common Cash</b>	<b>\$498,198.03</b>
<b>Public Works</b>	<b>\$487380.11</b>
<b>Trust &amp; Agency</b>	<b>\$15,099.09</b>
<b>Total Checks</b>	<b>\$1,000,677.23</b>

**Credit Card Transactions** **\$17,482.15**  
**March 15 to April 11, 2018**

**Total Purchases** **\$1,018,159.38**

**ACH Payments** **\$2,242,899.82**

**Seconded by Clerk Dreyfus.**

Board and Staff Discussion:

- Clerk Dreyfus discussed March invoice for \$9,100 from the former Fire Chief, concerned about no details on the invoices
- Clerk asked what exact services are being delivered to the Township under the consulting contract, the hours and days being worked and the costs for the billable periods
- Detailed invoices from all consultants should be the standard

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

NAYS:

Motion carried 5-0

D. Lake Lansing Advisory Board Appointments

**Moved that the following property owners be re-appointed to the Lake Lansing Watershed Advisory Committee for terms expiring April 30, 2020: Timothy McCarthy of 6076 Columbia, Curtis Armbruster of 6411 E. Reynolds and Steven Culling of 6193 Columbia. Seconded by Clerk Dreyfus.**

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

NAYS:

Motion carried 5-0

10. QUESTIONS FOR THE ATTORNEY (NONE)

Bill Fahey Township Attorney discussed:

- Lawful and unlawful expenditures – has to serve a public interest, has to be an exchange of value, especially when third parties involved
- Should be a written contract that states what services are being provided for the benefit of the residents, what deliverables, and some accounting for deliverables
- Can't spend money on anything, need to follow statutes, everything that is done has to fall under an authorizing statute, and money has to be in the budget

- Employee awards can be seen as an employee benefit, but these need to be documented in Township policies
- Example of catered dinner at a Township Board meeting, if it is after hours and is available to the public, is a lawful expense
- EDC statute has contained within it specific authority for spending on community events similar to the Chinese New Year, but still should have a letter of agreement that states the services provided for the Township
- Advertising and promotions for the Township are permissible
- Celebration statutes for holidays and particular days – Township is allowed to spend money on a celebration, DDA’s are allowed to contribute funds to local businesses and residents to develop and spruce up the community: Art and Jazz festivals in East Lansing, Celebrate Meridian, Gus Macker Tournament
- Donations to Boy Scouts for gear would be unlawful, but if Boy Scouts hosted a recycling event it would benefit the community so the Township can sponsor the event
- Discussed biddable work and contracts for third parties. No state statute requires the Township to bid out services, some projects funded by state or federal grants may require the Township to bid it out, purchasing policies can require bidding.
- Townships bidding policy is actually a recommendation to bid, the Township Manager uses his discretion when hiring contractors, or when sole sourcing
- 501 C (3) organizations discussed in regards to assisting in community events
- Recusal from votes on multiple boards that may affect both board decisions, crafting contracts between entities and the Township that Board members may have an interest in, be upfront during conflict issues, don’t vote on both sides of an issue

11. HEARINGS (NONE)

12. ACTION ITEMS

A. Amendment to Rental Registration Ordinance

**Trustee Jackson moved to approve the resolution for the introduction of the amendment to Chapter 14, Article III, Rental Dwelling Unit Registration, of the Code of Ordinances to be in compliance with Public Act 169 of 2017. Seconded by Trustee Deschaine.**

VOICE VOTE: YEAS: Supervisor Styka, Clerk Dreyfus, Trustees Deschaine, Jackson, Opsommer,

NAYS:

Motion carried 5-0

A. ZBA Appointments

**Trustee Deschaine moved to approve the appointments made by Supervisor Styka of Monique Field- Foster and Alexia Mansour to the Zoning Board of Appeals for a 3 year term ending 12/31/2020. Seconded by Trustee Opsommer.**

VOICE VOTE: YEAS: Supervisor Styka, Clerk Dreyfus, Trustees Deschaine, Jackson, Opsommer,

NAYS:

Motion carried 5-0

C. Interim Police Chief Agreement

**Trustee Jackson moved to approve the Interim Police Chief Agreement and Authorize manager Walsh to sign the agreement on behalf of the Township. Seconded by Clerk Dreyfus.**

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

NAYS:

Motion carried 5-0

13. DISCUSSION ITEMS

A. Zoning Amendment #18020 (Downtown Okemos and Downtown Haslett)

Director of Economic Development Chris Buck presented a zoning amendment to Section 86-440 of the Code of Ordinances to establish new standards for residential density and building height in Mixed Use Planned Unit Development (MUPUD) projects.

**Treasurer Brixie arrived at 7:48 P.M.**

Staff and Board Member Discussion:

- Development needs in the target areas, attracting developers, pros and cons of density and height restrictions, issues with permissions applied throughout PICA areas
- Concerns of residents vs businesses – citizens historically have not supported removal of density and height limits, citizen communications currently do not support removing height and density limits
- Past development projects that matched community wants, but were not developed
- Current MUPUD needs to be better utilized, variances available, money for developers is in the density, green plans, solar energy and sustainability
- Areas targeted with height and density limitations removed, MUPUD options for height and density, need for legal opinion on issue, Board discretion on MUPUD projects, blight concerns, need for change
- Amendments for story limitations and setback requirements, reducing street level impact, increasing outdoor space and walkability, 5<sup>th</sup> floor may be allowed, setbacks, ceiling heights requirements, density issues in PICAs, height concerns

**Consensus of the board to put this on the agenda for future discussion.**

B. Rezoning #18030 (Haslett Holding LLC)

Director Kieselbach presented a rezoning of approximately 5.03 acres located at 580 Haslett Road from RR (Rural Residential) to RA (Single Family-Medium Density).

Staff and Board Member Discussion:

- RR zoning currently, value of rezoning to community, Future Land Use Map designates lower density, spot zoning definition, single-family residential area, urban services boundary concerns
- Divergent views on Township growth, pro and con need for higher density, schools and development, land is available for homes for Township schools outside of Township,
- Less land impact, relevant to the future land use map, population size of Meridian in future, vision-based planning to avoid density creep, proposed rezoning in relation to adjacent sites, open space buffering neighborhoods, Master Plan

**Trustee Opsommer moved to amend the subsection (2) Uses. E. 2. as follows:**

2. The building height is no more than four stories, **AND NO MORE THAN 60 FEET**, above the street grade. A fifth story is allowed where there is a minimum of ten foot setback for such fifth story from the predominant street elevation. First floor-to-ceiling height is a minimum of 14 feet and a minimum of **9** feet for all upper floors.

**Seconded by Trustee Deschaine.**

VOICE VOTE: YEAS: Trustees Deschaine, Jackson, Opsommer, Supervisor Styka,  
Treasurer Brixie

NAYS: Clerk Dreyfus

Motion carried 5-1.

**Consensus of the board to place this item on the agenda for action at the next Board meeting.**

C. Legal Services

Township Manager Frank L. Walsh presented a memorandum in regard to the Township's current agreement for legal representation through Fahey Schultz Burzych Rhodes PLC., which will expire on June 23, 2018. Fahey Schultz Burzych Rhodes PLC., is interested in continuing the existing agreement for another three years, with the current hourly rate cap (\$200) and retainer amount (\$5,000/month) continuing in the first year, and a 5% fee increases in the second year and a 5% increase in year three.

Staff and Board Member Discussion:

- Support for staying with Fahey Schultz, local firm, billable travel time if another firm is selected, no need to change services
- Opportunity to obtain excellent legal representation from local firms at potential costs savings, opportunity to bid for the best value to the community, Request For Proposal (RFP) process assures that market conditions have not changed, RFP provides best services at lowest price, past firms bid for contract
- Heavy demand for legal needs, nearly \$60,000 in legal bills in past two months, existing contract does not fit the current situation

- Preference for Township money to go to a local firm, changing firms requires a lot of hours, learning curve for firms in regard to Townships procedures, significant contract, alternative proposal: reduce the extension to 2 years
- Written clause in new agreement that the Township Manager's future son-in-law, a new employee at Fahey Schultz, will not be involved in anything that has to do with Meridian Township

**Consensus of the board to put this item on the agenda for action at a future meeting.**

D. CATA Contract-Redi-Ride Service Agreement

Director of Public Works Perry presented the Board with a prepared contract that incorporates the current Redi-Ride program into a formal Redi-Ride agreement as a model. The proposed agreement encompasses the original 2000 agreement, the updated service plan agreement of 2004, and the boundary adjustments that were altered in February of 2018 by the Township Board. The most recent Township Board action to raise ridership fares, and to pursue Federal grants to offset operational costs were not included in this draft.

Staff and Board Member Discussion:

- Details of draft Redi-Ride Service Agreement, Township millage, grants, and fares, amending changes to the Agreement, school riders in contract, mechanisms to pay for service, Township contributions, quarterly reporting from CATA minimum standard, types of reports, key needs in contract include special destinations and reporting mechanisms, logistical issues
- CATA presentation to the Meridian Transportation Commission, lack of mobile app, four hour request time, wait time on phones, 30-minute booking window, online booking and on-demand service, school district transportation, cost of bus service, union service, \$25/hour for CATA drivers, CATA termination rights, millage support levels, Board acted on a proposal which required double the cost to the riders, alternatives to fare increases

**Consensus of the Board to place this item on the agenda for action at the next Board meeting.**

E. Towner Road/ I-69BL Water Main Capital Charges

Director of Public Works Derek Perry presented the Board with a proposed resolution to recoup costs of a new water main. The capital charge is to be paid by the owner of the premises at the time they connect to the new Township water mains.

Staff and Board Member Discussion:

- Board discussed the costs to the residents
- Capital charges, 5% annual increase
- Residents pay when they connect to the service

**Consensus of the Board to place this item on the agenda for action at the next Board meeting.**

14. COMMENTS FROM THE PUBLIC (NONE)

Supervisor Styka Opened Public Remarks.

Supervisor Styka Closed Public Remarks.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS

A. Treasurer’s Report on Collections, Distributions and Investments.

Treasurer Brixie presented the quarterly Treasurer’s report on collections, distribution’s, fixed and non-fixed investments.

Treasurer Reported:

- Lynn and Ponderosa Land Preservation purchases
- Attended the meeting about Great Lake and inland lake invasive species, and relaxed proposed regulations
- Attended Tri-County Regional Planning Commission meeting, Clinton County wanting to add more voting seats, search committee for a new director, interviewing search firms.

Trustee Opsommer Reported:

- Asked attorney about school using Redi-Ride services, using tax funds

16. ADJOURNMENT

**Trustee Deschaine moved to adjourn. Seconded by Treasurer Brixie.**

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

NAYS:

Motion carried unanimously 6-0.

Supervisor Styka adjourned the meeting at 10:32 P.M.

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RONALD J. STYKA  
TOWNSHIP SUPERVISOR

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BRETT DREYFUS,  
TOWNSHIP CLERK

Maggie Rodgers-Sanders, Secretary



**To: Board Members**  
**From: Miriam Mattison, Finance Director**  
**Date: May 1, 2018**  
**Re: Board Bills**

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

COMMON CASH \$ 390,527.59

PUBLIC WORKS \$ 26,075.87

TRUST & AGENCY \$ 281.64

TOTAL CHECKS: \$ 416,885.10

CREDIT CARD TRANSACTIONS \$ 8,478.39  
April 12th to April 25th

TOTAL PURCHASES: \$ 425,363.49

ACH PAYMENTS \$ 721,382.96

04/26/2018 03:06 PM  
 User: hudecek  
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN  
 EXP CHECK RUN DATES 05/01/2018 - 05/01/2018  
 JOURNALIZED OPEN AND PAID  
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
1. VANTAGEPOINT TRANSFER AGENTS	HEALTH REIMBURSEMENT ARRANGEMENT	1,405.39	
2. AIRGAS GREAT LAKES	STANDING PO - MEDICAL OXYGEN	105.36	
3. AIS CONSTRUCTION EQUIPMENT	PM SERVICE AND REPAIR REAR VAC MOTOR	1,513.31	
	PM SERVICE AND REPAIR REAR VAC MOTOR	419.68	
	TOTAL	1,932.99	
4. APOLLO FIRE EQUIPMENT	FIRE FOAM	1,249.50	
5. ARROW INTERNATIONAL INC	STANDING PO FOR EZ IO SUPPLIES/EQUIPMENT	199.89	
6. ARROW TREE APARTMENTS	PAYMENT TO AVOID EVICTION	200.00	97777
7. AT & T MOBILITY	MONTHLY SERVICE	92.03	
8. AUTO VALUE OF EAST LANSING	FLEET REPAIR PARTS 2018	28.79	
	FLEET REPAIR PARTS 2018	42.59	
	FLEET REPAIR PARTS 2018	175.98	
	FLEET REPAIR PARTS 2018	43.52	
	TOTAL	290.88	
9. AUTOMATED BUSINESS EQUIPMENT	SERVICE ON FORMAX MACHINE	197.50	
10. BRD PRINTING	2018 PRIME MERIDIAN MAGAZINE - 3 ISSUES	6,258.36	
	2018 PRIME MERIDIAN MAGAZINE - 3 ISSUES	331.67	
	TOWNSHIP BRANDED POSTCARDS	66.88	
	TOTAL	6,656.91	
11. JEFFORY BROUGHTON	RADIO MAINTENANCE FOR POLICE	115.00	
12. BSN SPORTS	HASLETT TBALL HATS	708.95	
13. JOSHUA CANNON	REIMBURSEMENT FOR CDL TEST	200.00	
14. CINTAS CORPORATION #725	UNIFORMS TODD, JIMMY 2018	34.37	
15. CITY OF EAST LANSING	HASLETT BASKETBALL LEAGUE FEES	600.00	
	SHARED ASSESSOR SERVICES - MARCH	5,702.85	
	TOTAL	6,302.85	
16. COMCAST CABLE	MONTHLY SERVICE	304.34	
	MONTHLY SERVICE	6.42	
	TOTAL	310.76	
17. COURTESY FORD	DRIVEABILTY DIAGNOSIS	110.00	
18. FRED COWPER	CONSULTING SERVICES - APRIL	9,100.00	
19. DBI	CUTLERY COMBO & WATER	26.53	
	PAPER PLATES	4.31	
	OFFICE SUPPLIES	5.96	
	MISC OFFICE SUPPLIES	56.46	
	OFFICE SUPPLIES	11.65	
	TOTAL	104.91	

Vendor Name	Description	Amount	Check #
20. DELTA DENTAL	EMPLOYEE DENTAL INSURANCE - MAY	11,133.88	
	RETIREEES DENTAL INSURANCE - MAY	2,538.22	
	COBRA DENTAL INSURANCE - MAY	62.14	
	TOTAL	13,734.24	
21. DETTMAN LAW	CASE NUMBER: 01-17-0007-4918	475.00	
22. FAMILY GRADE & GRAVEL	RECYCLE CENTER ROAD MAINTENANCE	750.00	
23. LETAVIS ENTERPRISES	PATROL CAR WASHES	300.00	
24. FIRST COMMUNICATIONS	MONTHLY SERVICE	901.20	
25. FORESIGHT GROUP	WATER BILL MAILING	395.94	
	WATER BILLING 4/13 & POSTAGE	160.87	
	TOTAL	556.81	
26. FRONTLINE MEDICAL	STANDING PO - AMBULANCE COT MAINTENANCE/REPAIR	895.38	
27. GALLAGHER BENEFIT SERVICES, INC	MARCH MONTHLY CONSULTING FEE	2,729.49	
	APRIL MONTHLY CONSULTING FEE	2,729.49	
	TOTAL	5,458.98	
28. ANDREW GORDEN	REFUND-OVERP'MT OF RETIREE HEALTH INS *TO REPLACE CHECK NUMBER 83853 ISSUED 10/10/13	64.39	
29. H.C. BERGER COMPANY	PHOTOCOPIER MAINTENANCE FOR HNC	27.94	
30. THE HARKNESS LAW FIRM PLLC	LEGAL FEES-UTC	6,675.60	
31. HASLETT COMMUNITY EDUCATION	BASKETBALL PROGRAM GYM RENTAL	2,080.00	
	BASKETBALL PROGRAM-GYM RENTAL	240.00	
	BASKETBALL PROGRAM GYM RENTAL	2,020.00	
	BASKETBALL PROGRAM GYM RENTAL	1,000.00	
	TOTAL	5,340.00	
32. JACK DOHENY COMPANIES INC	2018 SEWER CAMERA TRUCK UNIT	202,606.37	
	LICENSES PIPELOGIX WITH GIS MODULE PER QUOTE	23,150.00	
	TOTAL	225,756.37	
33. JOHNSON CONTROLS	ANNUAL HVAC CONTROL MAINTENANCE CONTRACT	3,581.00	
34. KODIAK EMERGENCY VEHICLES	EMERGENCY LIGHT AND AMBULANCE PARTS 2018	137.35	
	EMERGENCY LIGHT AND AMBULANCE PARTS 2018	201.33	
	TOTAL	338.68	
35. LAFONTAINE CHRYSLER DODGE	COMPUTER REPAIRS TO TRUCK 334	2,572.25	
36. LANSING POLICE DEPARTMENT	OHSP TRAFFIC GRANT	2,432.00	
37. LANSING SANITARY SUPPLY INC	STANDING PO FOR CLEANING SUPPLIES/EQUIPMENT	176.45	
38. LANSING UNIFORM COMPANY	STANDING PO FOR UNIFORMS	457.55	
	STANDARD POLICE UNIFORM PURCHASE	651.10	
	TOTAL	1,108.65	

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Vendor Name	Description	Amount	Check #
39. LEXISNEXIS RISK SOLUTIONS INC	IYETEK MAINTENANCE FEE - ANNUAL ECITATION MAINTENANCE FOR POLICE	2,003.40	
40. MADISON NATIONAL LIFE INS CO	INSURANCE - MAY	3,229.06	
41. MCLAREN PHARMACY SERVICES	RX#2259552 00	177.67	
42. MERIDIAN COMMUNITY BAND	MUSICAL PERFORMANCES FOR THE BENEFIT OF THE COMMUNITY AT LARGE	1,700.00	
43. MERIDIAN TOWNSHIP	TRANSFER FOR FLEX CKING P/R 4/27	763.61	
44. MOORE MEDICAL LLC	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	179.90	
45. MSU POLICE DEPT	OHSP TRAFFIC GRANT	3,435.00	
46. NAPA	FLEET REPAIR PARTS 2018 FLEET REPAIR PARTS 2018 FLEET REPAIR PARTS 2018	269.96 157.26 (269.96)	
	TOTAL	157.26	
47. MOLLY NEVINS	INSTRUCTOR FEE FOR APRIL FITNESS OVER 50	128.00	
48. NUTRON OSM	4'X4' TRAILHEAD MAPS; 11"X14" YOU ARE HERE SIGNS AND DESIGN SERVICES	8,500.00	
49. OAKLAND COMMUNITY COLLEGE	ADVANCE POLICE TRAIN TUITION X3	300.00	
50. OFFICE DEPOT	OFFICE CHAIR	183.99	
51. OKEMOS MARATHON	VEHICLE TOWING TOWING 2018 TOWING 2018 VEHICLE TOWING VEHICLE TOWING TOWING 2018 TOWING 2018 TOWING 2018 VEHICLE TOWING TOWING 2018 TOWING 2018	210.00 85.00 75.00 121.00 85.00 75.00 85.00 85.00 150.00 85.00 85.00 75.00 85.00 75.00 75.00 75.00 85.00 85.00 105.00 55.00	
	TOTAL	1,696.00	
52. OKEMOS PUBLIC SCHOOLS	GOURMET COOKIES-BOARD STUDY SESSION	24.00	
53. OVERHEAD DOOR OF LANSING	EMERGENCY DOOR SERVICE EMERGENCY EXIT REPAIR	260.65 338.68	
	TOTAL	599.33	
54. POWER DMS	ONLINE SOFTWARE	4,226.00	
55. PRINT MAKERS SERVICE INC	BANNER & COLOR TONER SUPPLIES	535.00	

Vendor Name	Description	Amount	Check #
56. BRIANNE P RANDALL	PAYMENT OF 1/2 AGREEMENT AMOUNT	15,000.00	
	REIMB FOR TRAVEL EXPENSES RE: COMM PREVENTION PROGRAM	345.40	
	TOTAL	15,345.40	
57. BETHANY RIGG	REFUND-CANCELED PAVILION RENTAL	60.00	
58. RZ TRENCHING & MORE	EMERGENCY TRENCHING OF SERVICE DRIVE FOR LOT LIGHTS	1,400.00	
59. SPARROW HOSPITAL TRAUMA SERVICES	REGISTRATION 2018 MI TRAUMA SYMPOSIUM	50.00	
60. SPARROW OCCUPATIONAL	PROFESSIONAL SERVICES	327.00	
61. SPARTAN DISTRIBUTORS	TORO MOWER REPAIR PARTS 2018	1,501.62	
62. ST THOMAS AQUINAS PARISH	REIMB FOR PAYMENT TO AVOID EVICTION	200.00	97778
63. STAMP RITE INC	NAME PLATES	72.30	
64. STATE OF MICHIGAN	RENEWAL LICENSES DAY CAMP SITE & HARRIS NATURE CENTER	100.00	
	REGISTRATION FOR PLOICE INVESTIGATION	665.00	
	TOTAL	765.00	
65. SUPREME SANITATION	PORTABLE TOILET RENTAL-LACROSSE	63.75	
	PORTABLE TOILET RENTAL-T.BALL	85.00	
	PORTABLE TOILET RENTAL-OKEMOS SOCCER	105.00	
	PORTABLE TOILET RENTAL-5.K RACE	90.00	
	PORTABLE TOILET RENTAL-LACROSSE	85.00	
	PORTABLE TOILET RENTAL-OKEMOS SOCCER	85.00	
	PORTABLE TOILET RENTAL-TENNIS.PICKLEBALL	85.00	
	TOTAL	598.75	
66. LEAH TRACIAK	INSTRUCTOR FEE FOR APRIL FITNESS OVER 50	176.00	
67. U.S. BANK EQUIPMENT FINANCE	CONTRACT PAYMENT	2,274.30	
68. USA SOFTBALL OF MICHIGAN	2018 BASEBALL BAT HOLOGRAMS	85.00	
69. USA TODAY NETWORK	LEGAL NOTICES	886.52	
70. VARIPRO BENEFIT ADMINISTRATORS	FLEX ADMINISTRATION MAY	175.00	
	FLEX ADMINISTRATION - MAY	9,670.25	
	TOTAL	9,845.25	
71. WEST SHORE FIRE	NEW ALERT SIREN AND ELECTRICAL	24,900.00	
72. YEO & YEO	PROFESSIONAL SERVICES THROUGH 3/31/18 - 2017 AUDIT	3,500.00	
73. ZOLL MEDICAL CORP	STANDING PO FOR EKG SUPPLIES/EQUIPMENT	240.00	
TOTAL - ALL VENDORS		390,527.59	
FUND TOTALS:			
Fund 101 - GENERAL FUND		132,758.09	
Fund 204 - PEDESTRIAN BIKEPATH MILLAGE		40.68	
Fund 208 - PARK MILLAGE		9,927.65	
Fund 209 - Land Preservation Millage		85.54	
Fund 210 - Land Preservation Reserve Fund		10.39	
Fund 230 - CABLE TV		7,270.82	

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Vendor Name	Description	Amount	Check #
Fund 250 - COMMUNITY NEEDS FUND		400.00	
Fund 277 - LAW ENFORCEMENT GRANTS		5,867.00	
Fund 661 - MOTOR POOL		234,167.42	

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JOURNALIZED OPEN AND PAID  
BANK CODE: PW

Vendor Name	Description	Amount	Check #
1. DELTA DENTAL	EMPLOYEE DENTAL INSURANCE - MAY	1,718.66	
2. EJ USA, INC.	6" RESILIENT GATE VALVE 2" NUT LEFT	3,084.60	
3. ELHORN ENGINEERING	55 GALLON DRUM CARUSOL	17,712.40	
4. FERGUSON WATERWORKS #3386	WATER SYSTEM REPAIR PARTS 2018	1,613.73	
5. GALLAGHER BENEFIT SERVICES, INC	MARCH MONTHLY CONSULTING FEE	520.51	
	APRIL MONTHLY CONSULTING FEE	520.51	
	TOTAL	1,041.02	
6. MADISON NATIONAL LIFE INS CO	INSURANCE - MAY	440.09	
7. VERIZON WIRELESS	MONTHLY SERVICE	465.37	27198
TOTAL - ALL VENDORS		26,075.87	
FUND TOTALS:			
Fund 590 - SEWER FUND		1,332.05	
Fund 591 - WATER FUND		24,743.82	

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INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN  
EXP CHECK RUN DATES 05/01/2018 - 05/01/2018  
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Vendor Name	Description	Amount	Check #
1. SPARTAN NET COMPANY	STC REFUND-DOCKET#154-18-0006 *PARCEL #33-02-02-91-529-884 SUMMER & WINTER 2017	281.64	12294
TOTAL - ALL VENDORS		281.64	
FUND TOTALS:			
Fund 701 - TRUST & AGENCY		281.64	

## Credit Card Charges from April 12 to April 25th, 2018

Date	Merchant Name	Amount	Name
2018/04/20	AC&E RENTALS OKEMOS	\$23.50	LAWRENCE BOBB
2018/04/19	AMAZON MKTPLACE PMTS	\$8.24	MICHELLE PRINZ
2018/04/19	AMAZON MKTPLACE PMTS	\$47.81	MICHELLE PRINZ
2018/04/19	AMAZON MKTPLACE PMTS	\$67.25	MICHELLE PRINZ
2018/04/19	AMAZON MKTPLACE PMTS	\$10.96	MICHELLE PRINZ
2018/04/20	AMAZON MKTPLACE PMTS	\$59.88	MICHELLE PRINZ
2018/04/21	AMAZON MKTPLACE PMTS	\$47.97	MICHELLE PRINZ
2018/04/23	AMAZON MKTPLACE PMTS	\$32.50	MICHELLE PRINZ
2018/04/24	AMAZON MKTPLACE PMTS	\$95.84	MICHELLE PRINZ
2018/04/24	AMAZON MKTPLACE PMTS	\$6.04	MICHELLE PRINZ
2018/04/13	AMAZON MKTPLACE PMTS WWW.	\$21.99	MICHELLE PRINZ
2018/04/16	AMAZON.COM	\$25.36	MICHELLE PRINZ
2018/04/24	AMAZON.COM	\$3.94	MICHELLE PRINZ
2018/04/13	AMAZON.COM AMZN.COM/BILL	\$16.99	MICHELLE PRINZ
2018/04/13	AMAZON.COM AMZN.COM/BILL	\$4.02	MICHELLE PRINZ
2018/04/15	AMAZON.COM AMZN.COM/BILL	\$53.97	MICHELLE PRINZ
2018/04/12	ANI'S CONEY & FAMI	\$24.53	BRIAN CANEN
2018/04/20	APA MEMBERSHIPS AND SUBS	\$432.00	ANGELA RYAN
2018/04/12	CITY LIMITS	\$16.23	LAWRENCE BOBB
2018/04/12	CITY LIMITS	\$14.69	CHAD HOUCK
2018/04/12	CITY LIMITS	\$16.30	MIKE ELLIS
2018/04/12	CITY LIMITS	\$30.59	ROBERT MACKENZIE
2018/04/12	CITY LIMITS	\$14.71	MATT FOREMAN
2018/04/25	COMCAST	\$19.28	KRISTI SCHAEDING
2018/04/18	COMCAST	\$298.30	ANDREA SMILEY
2018/04/20	COMFORT INNS	\$382.50	JULIE BRIXIE
2018/04/19	COSTCO WHSE#1277	\$22.98	DARCIE WEIGAND
2018/04/13	D & K TRUCK CO.	\$91.43	TODD FRANK
2018/04/23	D J*WALL-ST-JOURNAL	\$116.97	JULIE BRIXIE
2018/04/24	DICK'S CLOTHING&SPORTING	\$249.92	MICHAEL DEVLIN
2018/04/17	DISPLAY SALES CO	\$190.00	PETER VASILION
2018/04/12	EB IAAP KALAMAZOO LAN	\$45.00	KRISTEN COLE
2018/04/19	ETNA DISTRIBUTORS 32ND S	\$41.31	CHAD HOUCK
2018/04/17	FACEBK NCHZDEN692	\$25.00	MICHAEL DEVLIN
2018/04/13	FASTENAL COMPANY01	\$66.38	ROBERT STACY
2018/04/13	FEDEX 780495955899	\$12.46	WILLIAM PRIESE
2018/04/13	FLEETPRIDE 476	\$67.67	TODD FRANK
2018/04/20	GFS STORE #1901	\$34.98	KRISTEN COLE
2018/04/19	GRAND TRAV RESORT	\$688.00	MICHELLE PRINZ
2018/04/19	GRAND TRAV RESORT	\$688.00	MICHELLE PRINZ
2018/04/19	GRAND TRAV RESORT	\$688.00	MICHELLE PRINZ
2018/04/22	GRAND TRAV RSRT FOOD/BEV	\$17.84	FRANK L WALSH
2018/04/20	GREAT WALL BUFFET	\$7.41	CATHERINE ADAMS
2018/04/16	GREAT WOLF ROOM SERVICE	\$17.34	CATHERINE ADAMS
2018/04/17	GREAT WOLF TRAV CTY	(\$22.32)	CATHERINE ADAMS
2018/04/16	GREAT WOLF TRAV CTY	\$315.27	CATHERINE ADAMS
2018/04/20	GREAT WOLF TRAV CTY	\$22.32	CATHERINE ADAMS
2018/04/16	HASLETT TRUE VALUE HARDW	\$19.47	ROBERT STACY
2018/04/24	HASLETT TRUE VALUE HARDW	\$8.66	CHAD HOUCK
2018/04/12	HASLETT TRUE VALUE HARDW	\$144.21	PETER VASILION
2018/04/18	HASLETT TRUE VALUE HARDW	\$12.87	TOM OXENDER
2018/04/23	HASLETT TRUE VALUE HARDW	\$21.48	TOM OXENDER
2018/04/13	HOLIDAY INN EXPRESS AND S	\$379.44	BRIAN CANEN

2018/04/18	MENARDS LANSING SOUTH MI	\$90.64	LAWRENCE BOBB
2018/04/18	MICHIGAN ECONOMIC DEVELOP	\$50.00	CHRIS BUCK
2018/04/18	MICHIGAN METER #3373	\$79.13	CHAD HOUCK
2018/04/12	MIFMA	\$250.00	DARCIE WEIGAND
2018/04/20	MSU POLICE DEPT	\$1.80	CHRIS BUCK
2018/04/19	NATIONAL EMERGENCY TRAIN	\$342.35	WILLIAM PRIESE
2018/04/23	OHIO TURNPIKE REPLENISHME	\$30.06	WILLIAM PRIESE
2018/04/19	OPENTIP.COM	\$236.62	MICHAEL DEVLIN
2018/04/20	OPTICSPLANET, INC.	(\$117.60)	ANDREW MCCREADY
2018/04/19	PARKING EP/PS	\$6.00	DEBORAH GUTHRIE
2018/04/16	PETMOUNTAIN COM	\$106.02	CATHERINE ADAMS
2018/04/18	QUALITY DAIRY 31280027	\$30.71	DARCIE WEIGAND
2018/04/13	SC SUPPLY COMPANY	\$221.10	ROBERT MACKENZIE
2018/04/20	SOLDANS FEEDS PET S	\$10.74	CATHERINE ADAMS
2018/04/20	SPEEDWAY 05498 DIV	\$23.71	CATHERINE ADAMS
2018/04/24	STATE OF MI EMS	\$25.00	WILLIAM PRIESE
2018/04/24	STEAK-N-SHAKE#0311 Q99	\$6.48	KYLE ROYSTON
2018/04/13	SUGARBUSH TAVERN	\$38.14	BRIAN CANEN
2018/04/19	TARGET 00003657	\$54.99	WILLIAM PRIESE
2018/04/12	THE FILLIN STATION BAR &	\$37.34	BRIAN CANEN
2018/04/16	THE HOME DEPOT #2723	\$18.66	LAWRENCE BOBB
2018/04/18	THE HOME DEPOT #2723	\$22.68	LAWRENCE BOBB
2018/04/20	THE HOME DEPOT #2723	\$12.43	LAWRENCE BOBB
2018/04/17	THE HOME DEPOT #2723	(\$1.02)	ROBERT STACY
2018/04/17	THE HOME DEPOT #2723	\$60.95	ROBERT STACY
2018/04/17	THE HOME DEPOT #2723	\$18.09	ROBERT STACY
2018/04/18	THE HOME DEPOT #2723	\$236.25	KELSEY DILLON
2018/04/12	THE HOME DEPOT #2723	\$22.41	PETER VASILION
2018/04/16	THE HOME DEPOT #2723	\$29.59	TODD FRANK
2018/04/18	THE HOME DEPOT #2723	\$49.97	TODD FRANK
2018/04/16	THE HOME DEPOT #2723	\$27.95	DAN PALACIOS
2018/04/12	THE HOME DEPOT #2723	\$79.97	WILLIAM PRIESE
2018/04/17	THE HOME DEPOT #2723	\$83.68	KEITH HEWITT
2018/04/18	THE HOME DEPOT #2723	\$19.97	MATT FOREMAN
2018/04/18	THE HOME DEPOT #2723	\$193.97	MATT FOREMAN
2018/04/20	THE HOME DEPOT #2723	\$29.97	MATT FOREMAN
2018/04/23	THE HOME DEPOT #2723	\$59.28	MATT FOREMAN
2018/04/17	THE PARTS PLACE-NAPA	\$131.88	CHAD HOUCK
2018/04/12	TOP HAT CRICKET FARM INC	\$22.58	CATHERINE ADAMS
2018/04/16	TRACTOR SUPPLY #1149	\$88.42	LAWRENCE BOBB

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\$8,478.39

ACH Transactions

Date	Payee	Amount	Purpose
04/17/18	Blue Care Network	16,050.43	Employee Health Insurance
04/17/18	Meritian Charter Township	683.23	Utility Bills
04/18/18	Elan	16,941.12	Credit Card Bill - March Charges
04/24/18	Blue Care Network	15,844.31	Employee Health Insurance
04/24/18	ICMA	34,325.65	Payroll Deductions 04/27/18 Payroll
04/24/18	IRS	94,816.73	Payroll Taxes 04/27/18 Payroll
04/24/18	State of Michigan	27,947.56	Withholding - April
04/24/18	Various Financial Institutions	264,493.53	Direct Deposit 04/27/18 Payroll
04/25/18	Consumers Energy	28,894.53	Street Lights
04/26/18	MERS	221,385.87	Employee Retirement
	<b>Total ACH Payments</b>	<u><u>721,382.96</u></u>	



12. A

**To: Board Members**  
**From: Mark Kieselbach, Community Planning and Development Director**  
**Date: April 27, 2018**  
**Re: Amendment to Rental Registration Ordinance**

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A resolution for the final adoption of the amendment to the Rental Registration Ordinance is attached for the Board's approval. As directed the proposed ordinance has been published.

**Move to approve the resolution for final adoption of the amendment to Chapter 14, Article III, Rental Dwelling Unit Registration, of the Code of Ordinances to be in compliance with Public Act 169 of 2017.**

Attachment:  
Resolution for final adoption

G:\Community Planning & Development\Building\Rental Dwelling Unit Registration\Rental Dwelling Unit Registration memo TB.2.docx

**RESOLUTION TO APPROVE**

**Amendment to Chapter 14  
Rental Dwelling Unit Registration  
(Township Board)  
FINAL ADOPTION**

**RESOLUTION**

At the 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 1st day of May, 2018, at 6:00 p.m., Local Time.

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

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

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

WHEREAS, Public Act 169 of 2017 amended the Housing Law of Michigan to ensure enforcing agents have the proper authorization to enter leaseholds (rental units) when performing an inspection; and

WHEREAS, the proposed amendment to Chapter 14, Rental Dwelling Unit Registration, of the Code of Ordinances is in compliance with Public Act 169 of 2017; and

WHEREAS, the amendment will set notification requirements, reasonable hours of inspection and how proper authorization of entry to inspect can be obtained; and

WHEREAS, the Township Board deems it to be in the best interest of the citizens of Meridian Township to amend the Rental Dwelling Unit Registration Ordinance; and

WHEREAS, the Township Board introduced the proposed ordinance for publication and subsequent adoption on April 17, 2018.

NOW THEREFORE BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby **FINALLY ADOPTS** Ordinance No. 2018-05, entitled "Ordinance Amending the Code of the Charter Township of Meridian, Ingham County, Michigan, Chapter 14 , Article III, Division 2, Rental Dwelling Unit Registration, Section 14-86 (6) and Section 14-87.

BE IT FURTHER RESOLVED that the Clerk of the Charter Township of Meridian is directed to publish the Ordinance in the form in which it is finally adopted at least once prior to the next regular meeting of the Township Board.

ADOPTED: YEAS: \_\_\_\_\_  
\_\_\_\_\_

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

STATE OF MICHIGAN )

) ss

COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and a complete copy of a resolution adopted at a regular meeting of the Township Board on the 1st day of May, 2018.

---

Brett Dreyfus  
Township Clerk

ORDINANCE NO. 2018-05

ORDINANCE AMENDING THE CODE OF THE  
CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN  
CHAPTER 14, ARTICLE III, DIVISION 2, RENTAL DWELLING UNIT REGISTRATION,  
SECTION 14-86(6) AND SECTION 14-87

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1.

A. Amendment to Chapter 14, Article III, Division 2, Rental Dwelling Unit Registration. Section 14-86 entitled Registration of Rental Dwellings and Rental Units, of the code of the Charter Township of Meridian, Ingham County, Michigan, is hereby amends Section 14-86(6) to read as follows:

**14-86: Registration of rental dwellings and rental units**

(1) through (5) remain as written.

(6) Owner's affidavit and agreement to permit inspections. Included with the initial and renewal registration application shall be an affidavit and agreement, signed by the property owner, permitting inspections of their properties by officials of the Township, agreeing to make good-faith efforts to obtain lessee consent in all future inspections, and affirming that all tenants of the subject properties have been informed of the regulations contained in this division and of inspections of the properties by Building Officials. A copy of the affidavit shall be provided to all tenants.

(7) Remains as written.

B. Amendment to Chapter 14, Article III, Division 2, Rental Dwelling Unit Registration. Section 14-87 entitled, Inspections of the Code of the Charter Township of Meridian, Ingham County, Michigan, hereby amends Section 14-87 to read as follows:

**14-87 Inspections**

(1) Initial rental registration inspections. Within 60 days following the acceptance of an application for an initial rental registration, the proposed rental unit shall have an inspection for compliance with the requirements of the building, plumbing, mechanical, electrical, and fire safety codes as adopted and amended by the Township.

(2) Scheduled common area and unit inspections. The common areas of all rental complexes shall be inspected each year. All structures containing not more than eight rental units and each unit contained in those structures shall be inspected annually. All structures having more than eight rental units shall have at least one-third of the rental units contained in those structures inspected annually.

(3) Unscheduled inspections. Any rental property, even though not previously scheduled for inspection, may be inspected at any time without prior notice if the Chief Building Inspector has probable cause to believe that a condition in, or related to, that rental property constitutes either a present threat to public health, safety and welfare or a violation of any code. All unscheduled inspections shall be made subject to subsection (4) or upon the conditions set forth in subsection 5(c), (f) and (g).

(4) Court orders. If any owner, tenant or other person in charge of any rental property or dwelling unit fails or refuses to permit or prevents free access and entry to the structure or premises under his control or any part thereof when an inspection authorized by this section is sought to be made, the Chief Building Inspector may petition for and, upon such showing as is required by law, obtain an order from a court of competent jurisdiction an administrative warrant directing compliance with the inspection requirements of this division and such other directives and remedies as the court deems appropriate under the circumstances.

(5) All scheduled inspections identified in this section shall be undergone in the following manner:

- a. Annual renewal inspection schedule. A schedule of potential inspections of all rental properties shall be prepared by the department of Community Planning and Development and made available for review by the public at the Department of Community Planning and Development, and a proposed date for the potential inspection of an owner's rental property shall be provided to the owner and tenant at least 30 days prior to the inspection date. This schedule and notice shall not create a responsibility for the Township to inspect the property. A list of inspection guidelines, prepared by the Department of Community Planning and Development, shall be given to all owners at the time of registering a rental property.
- b. Absent the mutual agreement of the Chief Building Inspector and the owner, tenant or other person in charge of the premises to be inspected, inspections made pursuant to this subsection shall be conducted only between the hours of 8:00 a.m. and 6:00 p.m. Monday through Friday.
- c. Except as provided in subsections (e), (f), or (g) below, the Department of Community Planning and Development or its respective agent must request and receive consent from the lessee to enter a unit and perform an inspection. Notifying at least 1 lessee and obtaining the consent of at least 1 lessee satisfies the requirements of this subsection.
- d. Upon notification of an inspection from the Department of Community Planning and Development, the owner shall notify the lessee of the Department of Community Planning and Development's request to inspect, and shall make a good faith effort to obtain the lessee's consent for the inspection.
- e. Common Area Access. The owner shall provide access to common areas and other areas open to the public without needing to obtain any lessee consent.
- f. Owner Provided Access. The owner shall provide the inspector access to each rental unit upon a properly notified and requested inspection if any of the following apply:

- (1) The lease authorizes an enforcing agency inspector to enter the unit for an inspection.
  - (2) The lessee has made a complaint to the Township.
  - (3) The unit is vacant.
  - (4) The inspector serves an administrative warrant, obtained pursuant to subsection (4) of this section, ordering the owner to provide access to the unit.
  - (5) If upon inspection a lessee is not present, the inspector may rely upon the owner's representation that the lessee has consented to the inspection.
- g. Lessee Provided Access. The lessee shall provide the inspector access to the unit upon a properly notified and requested inspection if any of the following apply:
- (1) The lease authorizes an enforcing agency inspector to enter the unit for an inspection.
  - (2) The lessee made a complaint to the Township.
  - (3) The inspector or other agent of the Township serves an administrative warrant, obtained pursuant to subsection (4) of this section, ordering the owner to provide access to the unit.
  - (4) The lessee has given consent.

Section 2. Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance shall become effective thirty (30) days following the date of publication.

\_\_\_\_\_  
Ronald J. Styka, Township Supervisor

\_\_\_\_\_  
Brett Dreyfus, Township Clerk

\_\_\_\_\_  
Stephen O. Schultz, Township Attorney



12.B

**To: Township Board**

**From: Mark Kieselbach, Director of Community Planning & Development  
Peter Menser, Principal Planner**

**Date: April 26, 2018**

**Re: Zoning Amendment #18020 (Township Board), amend Section 86-440 of the Code of Ordinances to establish new standards for residential density and building height in mixed use planned unit development (MUPUD) projects.**

---

The Township Board last discussed the proposed zoning amendment at its meeting on April 17, 2018. At the meeting the Township Board discussed establishing a 60 foot maximum building height in addition to the limit on the number of building stories. The revised draft ordinance language includes the following changes since the last meeting:

- A maximum 60 foot building height was added.
- The 10 foot setback for the potential fifth building story was revised to be measured from the first floor façade elevation.
- The minimum interior floor-to-ceiling height for residential and any upper floors has been reduced from 10 feet to nine feet.
- A provision was added noting building height will be measured from the finished grade to the top of the wall.

The ordinance provisions identified in the zoning amendment apply only to MUPUD projects located in the Downtown Okemos and Downtown Haslett areas. Further, the performance criteria are only applicable to those MUPUD projects seeking approval for residential density greater than 18 units per acre or with buildings with a height above than 45 feet. Revisions to the draft ordinance language are shown in bold, uppercase text.

- **Move to adopt the resolution to introduce Rezoning Petition #18030 for publication and subsequent adoption.**

### **Township Board Options**

The Township Board may approve, deny, or amend the proposed zoning ordinance amendment. If the Board amends the proposed ordinance language it may refer back to the Planning Commission for a recommendation. A resolution to approve the zoning amendment for introduction is provided.

### **Attachments**

1. Revised draft ordinance language dated April 25, 2018.
2. Resolution to approve

Article IV: District Regulations

Division IV: Other Districts

Section 86-440 Mixed use planned unit development (MUPUD).

(a) Purpose and intent. – ***Remains as written.***

(b) Definitions. – ***Remains as written.***

(c) Permitted locations and uses.

(1) Locations. – ***Remains as written.***

(2) Uses.

a. – b. – ***Remain as written.***

c. Single and multiple-family residential uses up to a density of 14 dwelling units per acre when developed in conjunction with the redevelopment of an existing building(s) for a use permitted by right or by special use permit in the underlying zoning district and on the same parcel of land.

The density may be increased to 18 dwelling units per acre by offering four or more additional unique and extraordinary amenities acceptable to the Township.

d. Single- and multiple-family residential uses up to a density of 10 dwelling units per acre when developed in conjunction with the development of an undeveloped site for a use permitted by right or by special use permit in the underlying district and on the same parcel of land.

e. For mixed-use PUDs within the Okemos Downtown shown on Map 1 and the Haslett Downtown shown on Map 2 the Township Board may in its sole discretion approve a higher density per acre of residential dwelling units and an increase in the height of a building based upon the proposed mixed-use PUD complying with the following performance criteria:

1. Architectural design and placement of building(s) on the parcel(s) will be consistent with the architectural standards set forth in the Master Plan, of current adoption, and are to include sustainability and environmental considerations, including, but not limited to, energy usage from renewable energy resources. Achieving Energy Star or LEED Silver standards or better is highly valued.

2. The building height is no more than four stories above the ~~street~~ **FINISHED** grade. A fifth story is **MAY BE** allowed where there is a minimum of a ten foot setback for such fifth story from the predominant ~~street~~ **FIRST FLOOR FACADE** elevation. **OVERALL HEIGHT FROM THE FINISHED GRADE TO THE TOP OF THE WALL DOES NOT EXCEED 60 FEET.** ~~First~~ Floor-to-ceiling height is **AT** a minimum of 14 feet **FOR FIRST FLOOR COMMERCIAL OR OFFICE USES**, and a minimum of ~~ten~~ **NINE** feet for **ALL RESIDENTIAL AND ANY** ~~all~~ upper floors, **REGARDLESS OF USE. BUILDING HEIGHT SHALL BE MEASURED FROM THE FINISHED GRADE TO THE TOP OF THE WALL.**

3. A parking plan that provides a unified design for any parking structures with the main building through the use of similar building materials, color, and architectural style.

4. An innovative design including a number of different dwelling unit types, sizes, and floor plans are available within the mixed-use PUD.

5. The mixed-use PUD provides common areas and/or amenities for residents and the general public, including but not limited to, gathering spaces, gardens, courtyards, pavilions, pocket parks, swimming pools, exercise rooms, storage rooms, lockers, and covered parking.

6. The mixed-use PUD promotes nonmotorized and shared (public) transportation by providing convenient access to the public pedestrian/bicycle pathway system and public transportation systems as outlined in the master plan.

7. The mixed-use PUD provides opportunities for shared parking, access-ways, and driveways with adjoining properties or provides additional parking spaces that may be used by the public.

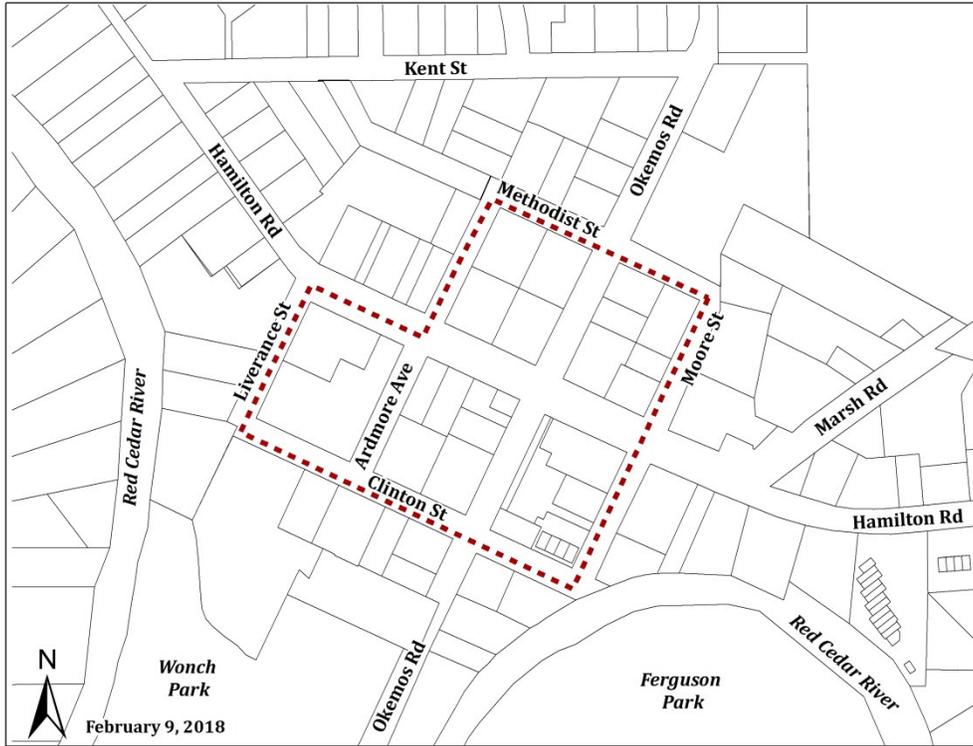
8. The mixed-use PUD generally provides commercial and other non-residential uses on the ground floor(s) and the development demonstrates a financially viable plan for sustainable commercial and/or office space usage.

9. The mixed-use PUD demonstrates how proposed higher density will not negatively impact the character, aesthetics, safety, or welfare of surrounding businesses and neighborhoods.

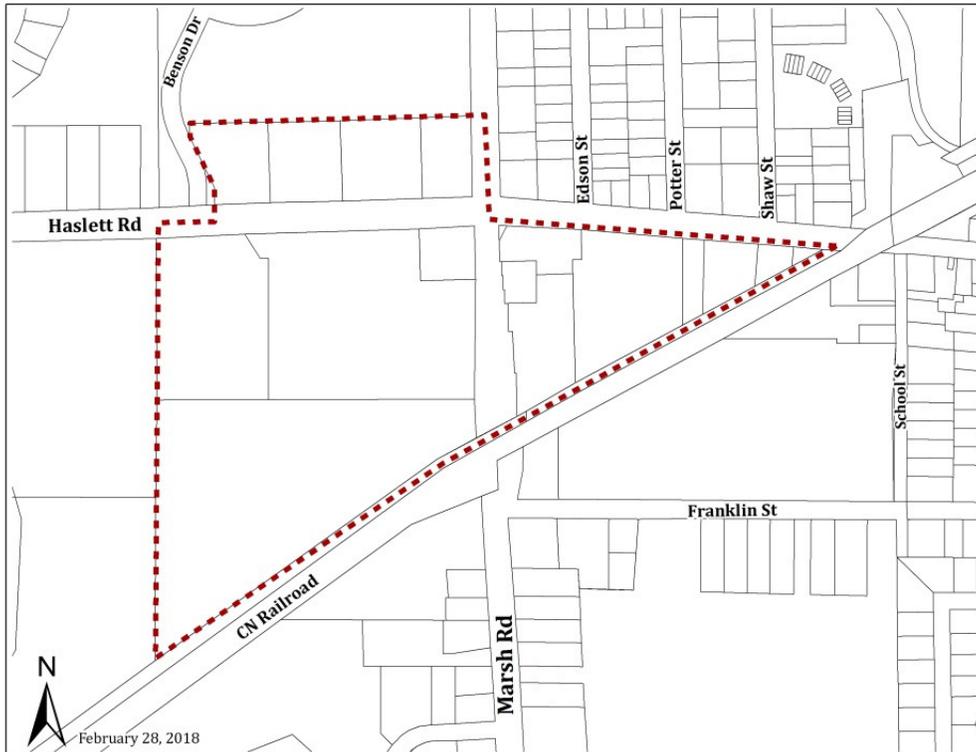
10. The mixed-use PUD considers any potential for increased traffic and provides solutions to address the traffic increases.

11. The mixed-use PUD makes efforts to preserve and use existing structures or provides explanations to justify why such preservation and use is not possible.

**MAP 1. BOUNDARY OF OKEMOS DOWNTOWN**



**MAP 2. BOUNDARY OF HASLETT DOWNTOWN**



Zoning Amendment #18020 (Township Board)  
April 25, 2018

f. Uses may be mixed vertically and/or horizontally.

(d) Phasing. – ***Remains as written.***

(e) Amenities. – ***Remains as written.***

(f) Design standards. – ***Remains as written.***

(g) Procedure. – ***Remains as written.***

(h) Effect of issuance. – ***Remains as written.***

(i) Amendments. – ***Remains as written.***

(j) Enforcement. – ***Remains as written.***

G:\Community Planning & Development\Planning\ZONING AMENDMENTS (ZA)\2018\ZA 18020 (Township Board)\MUPUD ordinance TB revision 4-25-18.docx

**RESOLUTION TO APPROVE**

**Zoning Amendment #18020  
Township Board**

**RESOLUTION**

At the 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 1st day of May, 2018, at 6:00 p.m., Local Time.

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

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

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

WHEREAS, the Township Board, at its meeting on January 23, 2018 initiated the zoning amendment to amend Section 86-440 (Mixed Use Planned Unit Development) of the Code of Ordinances; and

WHEREAS, the proposed zoning amendment would revise the current limitations on residential density and building height in mixed use planned unit development (MUPUD) projects; and

WHEREAS, the proposed zoning amendment limits policy changes to two specific geographic areas in the Township, a 14 acre area in Downtown Okemos and a 53 acre area in Downtown Haslett; and

WHEREAS, the proposed zoning amendment establishes performance criteria by which to evaluate MUPUD projects proposing increased residential density and/or building height; and

WHEREAS, the Planning Commission held a public hearing on the proposed zoning amendment at its regular meeting on February 26, 2018 and reviewed staff material forwarded under cover memorandums dated February 21, 2018 and March 6, 2018; and

WHEREAS, at its regular meeting on March 12, 2018, the Planning Commission voted 7-1 to recommend approval of the proposed zoning amendment with revised draft ordinance language; and

WHEREAS, the Township Board reviewed the material from staff and the Planning Commission forwarded under cover memorandum dated April 6, 2018 and discussed the proposed zoning amendment at its meeting on April 17, 2018; and

WHEREAS, the proposed zoning amendment is consistent with Goal B of the 2018 Township Board Action Plan to create and adopt additional tools to assist in the redevelopment of our core commercial areas including the Four Corners of Okemos and Downtown Haslett; and

WHEREAS, the proposed zoning amendment is consistent with Goal 1, Objective B of the 2017 Master Plan to ensure new residential developments meet high standards of visual attractiveness, health and safety, and environmental sensitivity; and

**Zoning Amendment #18020 (Township Board)**

**May 1, 2018**

**Page 2**

WHEREAS, the proposed zoning amendment is consistent with Goal 3, Objectives A and B of the 2017 Master Plan to upgrade commercial areas and develop the Township’s mixed use core into a viable business district.

NOW THEREFORE BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby **INTRODUCES FOR PUBLICATION AND SUBSEQUENT ADOPTION** Ordinance No. \_\_\_\_\_, entitled “Ordinance Amending the Code of the Charter Township of Meridian, Ingham County, Michigan, Chapter 86, Article IV, Division IV, by amending Section 86-440.”

ADOPTED: YEAS: \_\_\_\_\_

\_\_\_\_\_

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

STATE OF MICHIGAN )

) ss

COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and a complete copy of a resolution adopted at a regular meeting of the Township Board on the 1st day of May, 2018.

\_\_\_\_\_  
Brett Dreyfus  
Township Clerk

ORDINANCE NO. \_\_\_\_\_

ORDINANCE AMENDING THE CODE OF THE  
CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN  
CHAPTER 86 ARTICLE IV, DIVISION IV, BY AMENDING SECTION 86-440.

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1.

- A. Amendment to Article IV, District Regulations, Division IV, Other Districts, Section 86-440 Mixed use planned unit development (MUPUD) of the code of the Charter Township of Meridian, Ingham County, Michigan, hereby amends Section 86-440 to read as follows:

Section 86-440 Mixed use planned unit development (MUPUD).

(a) Purpose and intent. – ***Remains as written.***

(b) Definitions. – ***Remains as written.***

(c) Permitted locations and uses.

(1) Locations. – ***Remains as written.***

(2) Uses.

a. – b. – ***Remain as written.***

c. Single and multiple-family residential uses up to a density of 14 dwelling units per acre when developed in conjunction with the redevelopment of an existing building(s) for a use permitted by right or by special use permit in the underlying zoning district and on the same parcel of land. The density may be increased to 18 dwelling units per acre by offering four or more additional unique and extraordinary amenities acceptable to the Township.

d. Single- and multiple-family residential uses up to a density of 10 dwelling units per acre when developed in conjunction with the development of an undeveloped site for a use permitted by right or by special use permit in the underlying district and on the same parcel of land.

e. For mixed-use PUDs within the Okemos Downtown shown on Map 1 and the Haslett Downtown shown on Map 2 the Township Board may in its sole discretion approve a higher density per acre of residential dwelling units and an increase in the height of a building based upon the proposed mixed-use PUD complying with the following performance criteria:

1. Architectural design and placement of building(s) on the parcel(s) will be consistent with the architectural standards set forth in the Master Plan, of current adoption, and are to include sustainability and environmental considerations, including, but not limited to, energy usage from renewable energy resources. Achieving Energy Star or LEED Silver standards or better is highly valued.

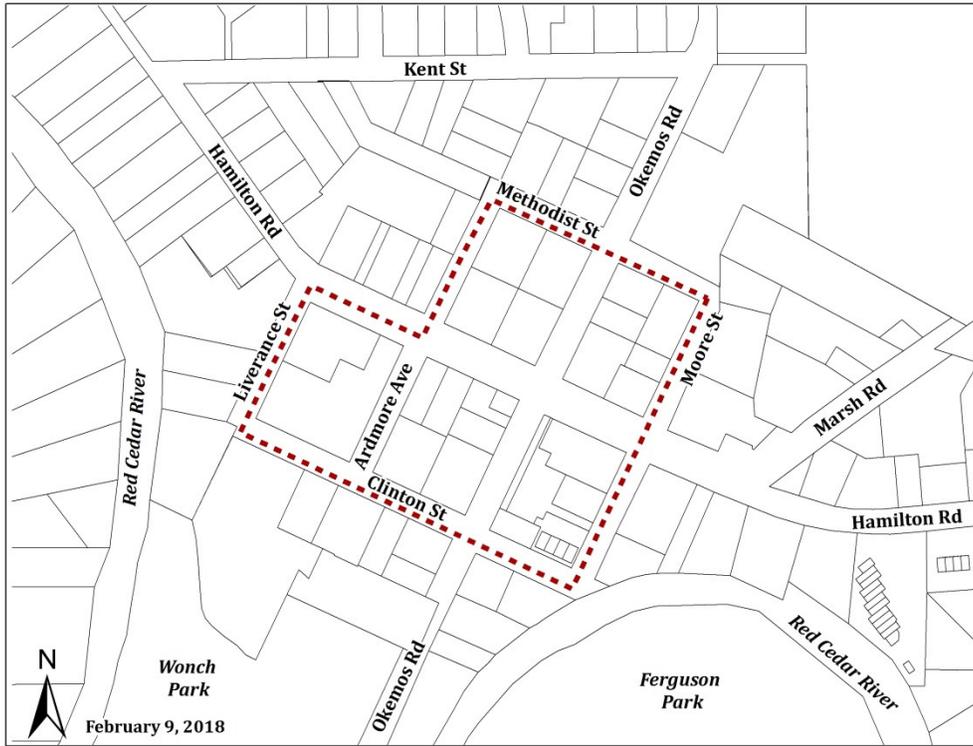
**Zoning Amendment #18020 (Township Board)**

**May 1, 2018**

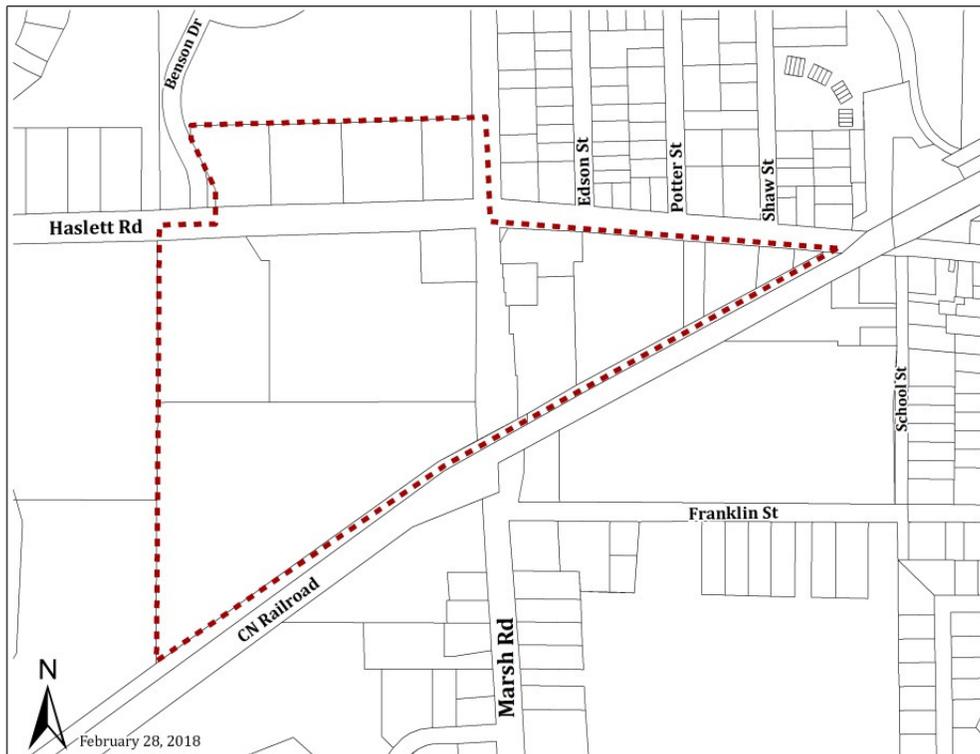
**Page 4**

2. The building height is no more than four stories above the finished grade. A fifth story may be allowed where there is a minimum of a ten foot setback for such fifth story from the predominant first floor facade elevation. Overall height from the finished grade to the top of the wall does not exceed 60 feet. Floor-to-ceiling height is at a minimum of 14 feet for first floor commercial or office uses, and a minimum of nine feet for all residential and any upper floors, regardless of use. Building height shall be measured from the finished grade to the top of the wall.
3. A parking plan that provides a unified design for any parking structures with the main building through the use of similar building materials, color, and architectural style.
4. An innovative design including a number of different dwelling unit types, sizes, and floor plans are available within the mixed-use PUD.
5. The mixed-use PUD provides common areas and/or amenities for residents and the general public, including but not limited to, gathering spaces, gardens, courtyards, pavilions, pocket parks, swimming pools, exercise rooms, storage rooms, lockers, and covered parking.
6. The mixed-use PUD promotes nonmotorized and shared (public) transportation by providing convenient access to the public pedestrian/bicycle pathway system and public transportation systems as outlined in the master plan.
7. The mixed-use PUD provides opportunities for shared parking, access-ways, and driveways with adjoining properties or provides additional parking spaces that may be used by the public.
8. The mixed-use PUD generally provides commercial and other non-residential uses on the ground floor(s) and the development demonstrates a financially viable plan for sustainable commercial and/or office space usage.
9. The mixed-use PUD demonstrates how proposed higher density will not negatively impact the character, aesthetics, safety, or welfare of surrounding businesses and neighborhoods.
10. The mixed-use PUD considers any potential for increased traffic and provides solutions to address the traffic increases.
11. The mixed-use PUD makes efforts to preserve and use existing structures or provides explanations to justify why such preservation and use is not possible.

MAP 1. BOUNDARY OF OKEMOS DOWNTOWN



MAP 2. BOUNDARY OF HASLETT DOWNTOWN



**Zoning Amendment #18020 (Township Board)**

**May 1, 2018**

**Page 6**

f. Uses may be mixed vertically and/or horizontally.

(d) Phasing. – *Remains as written.*

(e) Amenities. – *Remains as written.*

(f) Design standards. – *Remains as written.*

(g) Procedure. – *Remains as written.*

(h) Effect of issuance. – *Remains as written.*

(i) Amendments. – *Remains as written.*

(j) Enforcement. – *Remains as written.*

Section 2.        Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3.        Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4.        Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5.        Effective Date. This Ordinance shall become effective on the day following the date of publication.

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Ronald J. Styka, Township Supervisor

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Brett Dreyfus, Township Clerk

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Stephen O. Schultz, Township Attorney



**To:** Township Board

**From:** Mark Kieselbach, Director of Community Planning and Development  
Justin Quagliata, Assistant Planner

**Date:** April 26, 2018

**Re:** Rezoning #18030 (Haslett Holding, LLC) - Introduction

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At its meeting on April 17, 2018 the Township Board discussed Rezoning #18030. Haslett Holding, LLC has requested to rezone approximately five acres at 580 Haslett Road from RR (Rural Residential) to RA (Single Family-Medium Density). The Township Board may approve or deny the proposed rezoning from RR (Rural Residential) to RA (Single Family-Medium Density). If the Board amends the proposal, the request may be referred back to the Planning Commission for a recommendation. The following motion has been provided for the Board's consideration.

- **Move to adopt the resolution to introduce for publication and subsequent adoption pursuant to Rezoning Petition #18030.**

**Attachment**

1. Resolution to approve

G:\Community Planning & Development\Planning\REZONINGS (REZ)\2018\REZ 18030 (Haslett Holding, LLC)\REZ 18030.tb2.doc

**RESOLUTION TO APPROVE**

**Rezoning #18030  
Haslett Holding, LLC  
580 Haslett Road  
INTRODUCTION**

**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 1st day of May, 2018, at 6:00 p.m., Local Time.

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

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

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

WHEREAS, Haslett Holding, LLC requested a rezoning of an approximate 5.03 acre parcel located at 580 Haslett Road from RR (Rural Residential) to RA (Single Family-Medium Density); and

WHEREAS, the Planning Commission held a public hearing and discussed the rezoning at its meeting on March 12, 2018; and recommended approval 9-0 at its meeting on March 26, 2018; and

WHEREAS, the Township Board discussed the rezoning at its meeting on April 17, 2018 and has reviewed the staff and Planning Commission material forwarded under cover memorandum dated April 12, 2018; and

WHEREAS, the subject site meets or exceeds the minimum standards for lot area and lot width of the proposed RA (Single Family-Medium Density) zoning district; and

WHEREAS, the subject site is adjacent to an existing RA (Single Family-Medium Density) zoning district to the north; and

WHEREAS, public water and sanitary sewer services are available to serve the site.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby **INTRODUCES FOR PUBLICATION AND SUBSEQUENT ADOPTION** Ordinance No. \_\_\_\_\_, entitled "Ordinance Amending the Zoning District Map of Meridian Township pursuant to Rezoning Petition #18030 from RR (Rural Residential) to RA (Single Family-Medium Density).

BE IT FURTHER RESOLVED that the Clerk of the Charter Township of Meridian is directed to publish the Ordinance in the form in which it is introduced at least once prior to the next regular meeting of the Township Board.



**ORDINANCE NO. \_\_\_\_\_**  
**ORDINANCE AMENDING THE ZONING DISTRICT MAP**  
**OF MERIDIAN TOWNSHIP**  
**PURSUANT TO REZONING #18030**

The Charter Township of Meridian ordains:

Section 1. Amending the Zoning District Map.

A. The Zoning District Map of Meridian Township, as adopted in Section 86-312 of the Code of the Charter Township of Meridian, Michigan, as previously amended, is hereby amended by changing the RR (Rural Residential) District symbol and indication as shown on the Zoning District Map, for 580 Haslett Road, the property legally described as:

A PARCEL OF LAND IN THE SOUTHWEST  $\frac{1}{4}$  OF SECTION 12, T4N, R1W, MERIDIAN TOWNSHIP, INGHAM COUNTY, MICHIGAN, THE BOUNDARY OF SAID PARCEL DESCRIBED AS: COMMENCING AT THE EAST  $\frac{1}{4}$  CORNER OF SAID SECTION 12; THENCE S00°28'42"E ALONG THE EAST LINE OF SAID SECTION 12 A DISTANCE OF 1312.81 FEET TO THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF SAID SOUTHEAST  $\frac{1}{4}$  AS SURVEYED AND THE NORTH LINE OF HASLETT ROAD; THENCE S89°26'12"W ALONG SAID NORTH LINE 2141.72 FEET; THENCE N00°51'31"W PARALLEL WITH THE PROPERTY CONTROLLING NORTH-SOUTH  $\frac{1}{4}$  LINE OF SAID SECTION 12 A DISTANCE OF 264.00 FEET; THENCE S89°26'12"W PARALLEL WITH SAID NORTH LINE 480.00 FEET TO A POINT ON SAID NORTH-SOUTH  $\frac{1}{4}$  LINE AND THE POINT OF BEGINNING OF THIS DESCRIPTION; THENCE S00°51'31"E ALONG SAID NORTH-SOUTH  $\frac{1}{4}$  LINE 82.97 FEET; THENCE S89°21'06"W PARALLEL WITH THE SOUTH LINE OF THE NORTH  $\frac{1}{2}$  OF THE EAST  $\frac{1}{2}$  OF THE SOUTHWEST  $\frac{1}{4}$  AS MONUMENTED AND THE NORTH LINE OF HASLETT ROAD 222.00 FEET; THENCE S00°51'31"E PARALLEL WITH SAID NORTH-SOUTH  $\frac{1}{4}$  LINE 180.00 FEET TO SAID NORTH LINE; THENCE S89°21'06"W ALONG SAID NORTH LINE 544.31 FEET; THENCE N06°15'30"W 187.82 FEET; THENCE N67°02'02"E 593.54 FEET; THENCE S88°57'32"E 234.21 FEET TO SAID NORTH-SOUTH  $\frac{1}{4}$  LINE; THENCE S00°51'31"E ALONG SAID NORTH-SOUTH  $\frac{1}{4}$  LINE 142.44 FEET TO THE POINT OF BEGINNING; SAID PARCEL CONTAINING 5.02 ACRES MORE OR LESS; SAID PARCEL SUBJECT TO ALL EASEMENTS AND RESTRICTIONS IF ANY.

to that of RA (Single Family-Medium Density).

Section 2. Validity and Severability. The provisions of this Ordinance are severable and the invalidity of any phrase, clause or part of this Ordinance shall not affect the validity or effectiveness of the remainder of the Ordinance.

Section 3. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby repealed only to the extent necessary to give this Ordinance full force and effect.

Section 4. Savings Clause. This Ordinance does not affect rights and duties matured, penalties that were incurred, and proceedings that were begun, before its effective date.

Section 5. Effective Date. This Ordinance shall be effective seven (7) days after its publication or upon such later date as may be required under Section 402 of the Michigan Zoning Enabling Act (MCL 125.3402) after filing of a notice of intent to file a petition for a referendum.

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Ronald J. Styka, Township Supervisor

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Brett Dreyfus, Township Clerk

Legal description confirmed by:

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Mark Kieselbach, Director  
Community Planning and Development

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Stephen O. Schultz, Township Attorney

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**To: Township Board Members**  
**From: Derek N. Perry, Assistant Township Manager**  
**Director of Public Works & Engineering**  
**Date: April 27, 2018**  
**Re: Legal Services Contract**

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As requested by the Township Board, a three (3) year renewal agreement with our current law firm, Fahey Schultz, Burzych Rhodes, for Township Attorney services has been prepared for your review and authorization.

The agreement letter stipulates that the monthly retainer for basic services will be \$5,000 in year one, \$5,250 in year two and \$5,500 in year three. A detail of the basic services that are covered by the monthly flat fee are indicated in the attached letter. Matters not covered under the retainer for basic services will be billed at the following capped hourly rates: \$200 per hour for year one, \$210 per hour for year two, and \$220 per hour for year three. The Township will be billed the lower of the capped rate or the standard hourly rate for any member of the firms professional staff depending on the work.

**Proposed Motion:**

**“Move to authorize the Township Manager to execute the Renewal Engagement as Township Attorneys Letter of Agreement on behalf of the Charter Township of Meridian as presented.”**



April 27, 2018

Frank L. Walsh, Township Manager  
Charter Township of Meridian  
5151 Marsh Road  
Okemos MI 48840

Dear Manager Walsh:

**Re: *Renewal Engagement as Township Attorneys***

We are very appreciative that the Township Board of the Charter Township of Meridian (the "Township") has elected to renew its engagement with Fahey Schultz Burzych Rhodes PLC to continue serving as your Township Attorneys for an additional period of three (3) years, beginning July 1, 2018. This letter confirms our representation.

You will be our Firm's primary contact for the Township and I will be the primary attorney responsible for our Firm's representation of the Township. Except as otherwise stated in this letter, the terms of our agreement are described in the enclosed Standard Terms, which are incorporated in this letter.

The basic services we will provide the Township are covered by a monthly flat fee of \$5,000 in the first year, increasing to \$5,250 in the second year and \$5,500 in the third year of this renewal term. This flat fee is in exchange for full access to our time, review and advice regarding the routine, day-to-day legal matters that the Township encounters, as generally outlined in the table below:

Examples of Matters Included:

Examples of Matters Not Included:

Review and advice on:

- |  |  |
|--|--|
| <ul style="list-style-type: none"><li>• Liability or potential litigation matters and claim letters.</li><li>• Any subpoena, summons, complaint, or claim served on you.</li></ul> | <ul style="list-style-type: none"><li>• Prosecution or defense of litigation.</li><li>• Appearance in court or at depositions, preparing pleadings, motions and briefs, etc.</li></ul> |
|--|--|



- Purchase or sale of Township property. Closing or drafting of final contracts and documents for the purchase or sale of Township property or real estate.
- Employment and labor relations matters, including contract interpretation, employment policy drafting and grievance issues. Defending or prosecuting at the MDCR, EEOC, MERC, UIA, MERS, or other government agencies, arbitrations or courts.
- Collective bargaining matters. Serving as lead negotiator or representative.
- Zoning, land use, and code enforcement matters. Litigation of zoning or land use matters.
- Ordinances and ordinance amendments proposed for adoption by Township Board. Drafting major new ordinances or ordinance revisions.
- Public works, utility and contract matters. Drafting contracts or special assessment documents for public works projects.

Attendance at:

- Township Board meetings as requested by the Township Board or Manager, scheduled to accommodate items of legal concern on the agenda. Scheduled office hours at Township Hall.
- Township staff and external meetings, as requested by the Manager.

Whether a particular matter is covered by the scope of the monthly flat fee will be handled with common sense, mutual agreement, mutual respect, and fairness to both the Township and the firm. The firm and the Township will periodically meet and discuss the workings of this flat fee arrangement, including its cost effectiveness for both the Township and the firm. The terms of the flat fee may be renegotiated at any time, at the initiative or either the Township or the firm.

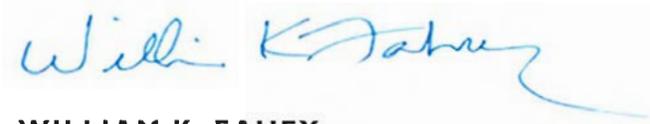
Matters not covered by the flat fee will be billed at hourly rates for the time incurred by each member of our professional staff on behalf of the Township. Although our hourly rates for other townships currently range up to \$275 per hour, for the Township our hourly rates will be capped at \$200 per hour in the first year, \$210 per hour in the

second year, and \$220 per hour in the third year of this renewal period. The Township will be billed the lower of the capped rate or the standard hourly rate for any member of our professional staff.

We are excited about the opportunity to continue representing the Township as your Township Attorneys. Although this engagement letter is intended to cover the three-year renewal period, we would be delighted to discuss future renewals on terms that are mutually agreeable to the Township and the firm.

We appreciate the confidence you have in us and look forward to working with you. If you have any questions about this letter, please do not hesitate to call me. If you agree with the above, please return a signed copy of this letter so we can continue to represent the Township's interests.

Sincerely,



**WILLIAM K. FAHEY**  
**MEMBER**

Acknowledged and Agreed:

By: \_\_\_\_\_  
Frank L. Walsh, Township Manager

Dated: \_\_\_\_\_

## STANDARD TERMS OF ENGAGEMENT

Thank you for retaining **Fahey Schultz Burzych Rhodes PLC** ("Firm") for legal services. These **Standard Terms** govern our engagement unless otherwise stated in your engagement letter or by the Rules of Professional Conduct. Please review these **Standard Terms** carefully and retain them in your files. If you have any questions about our legal representation or invoices, please contact your primary attorney promptly.

- 1. SCOPE OF OUR SERVICES.** Our engagement letter states specific matter(s) where we represent you and the scope of our services, which can only be varied by express written agreement. Our services do not include tax advice unless specified in the engagement letter. If you request opinions of law or outcomes, our opinions are limited by known facts and law at the time our opinion is rendered, subject to factors unknown or beyond our control. We use our best professional judgment, but cannot guarantee any outcome.
- 2. PRIMARY ATTORNEY.** The primary attorney responsible for your representation may use other attorneys, paralegals or non-legal professionals with the Firm in the exercise of professional judgment. Attorneys outside the Firm may be consulted to serve as legal advisors to the Firm based on their licensed status in other jurisdictions or expertise in particular legal specialties.
- 3. CLIENT.** The Firm will provide representation only to the person(s) or entity identified in our engagement letter. In matters for corporations, partnerships and other legal entities, unless otherwise agreed in writing, our representation does not extend to officers, directors, employees, shareholders, partners, members, individuals or any affiliates (such as parent, sister or subsidiary corporations).
- 4. OUR FEES.** Unless other arrangements are made, we will bill for our legal services at our standard hourly rates, which are available on request. Hourly rates are subject to periodic review and adjustment at least annually. On request, we provide estimates of our anticipated fees on a matter when, in our professional judgment, they can be made; but unless we agree in writing to perform a specific service for a fixed fee, an estimate will not represent a maximum, minimum or agreed fee. We may also consider the following factors as appropriate to submit invoices in excess of our standard hourly rates: novelty and difficulty of the question involved; skill requisite to perform the legal services; likelihood that acceptance of a particular matter will preclude other representation; fee customarily charged in the locality for similar services; risk assumed by the Firm in performing certain types of work; amount involved and results obtained; and any time limitations imposed by the Client or by other circumstances.
- 5. COSTS.** In addition to hourly rates, you must reimburse us for costs such as filing and recording, experts and expert witnesses, deposition transcripts, overnight or special delivery service, certified mail, mileage exceeding twenty-five (25) miles from our office and lodging (all without any mark-up). These costs will not include copies we make in-house, regular US postage, faxes or other costs that we typically consider as overhead. We submit costs in excess of \$1,500.00 by third parties to you for direct payment.
- 6. INVOICES.** We will invoice you at the beginning of each month for hourly rates and costs. Payment within 30 days is expected, and we may charge you interest of 1% per month on accounts not paid within 30 days. Invoices can be paid by check (to Fahey Schultz Burzych Rhodes PLC), cash, money order or electronic transfer (ACH). If you have questions on any invoice, contact your primary attorney as soon as possible.



**7. RETAINERS.** Unless otherwise stated in the engagement letter, we may withdraw amounts from a retainer at any time as necessary to satisfy unpaid invoices. If the retainer becomes insufficient to cover past due invoices or falls below the agreed amount, you will be required to replenish the retainer. Any portion of the retainer remaining after all legal services have been paid for will be refunded to you.

**8. CONFLICTS OF INTEREST.** We try to identify existing and potential conflicts at the outset of any engagement. We may ask you to sign a conflict waiver prior to an engagement. Other clients or prospective clients may ask us to seek a conflict waiver from you to represent them, but that doesn't mean we will represent you less zealously. If a conflict arises or appears after we begin an engagement, we will do our best to address and resolve the conflict consistent with our professional responsibilities. We will not represent any other client on a matter where we represent you unless you expressly agree and we can do so under the Rules of Professional Conduct. We may represent another client who is one of your market competitors.

**9. INSURANCE COVERAGE.** You must determine if you are covered by insurance for liability or legal expenses. Please notify your insurer(s) of any claim or potential claim and our involvement as soon as possible. Please inform us if you have insurance coverage for the matter(s) for which we are retained. With your approval and cooperation of your insurer(s), we can work with or serve as assigned insurance counsel as appropriate.

**10. TERMINATION OF REPRESENTATION.** You may terminate our representation at any time, with or without cause. We may terminate your representation if you fail to pay us any amount invoiced, fail to cooperate with us, or we determine that your representation would violate the Rules of Professional Responsibility or be impractical. Termination of the representation does not relieve you of the obligation to pay for legal services we provided prior to termination or need to provide for orderly transfer to your new counsel. On termination of representation for any reason, we will return your papers, documents and other property to you at your request, but may retain a copy for our own files. If any unpaid invoices are owed to us, we may retain your documents if they are subject to a lien. When we complete the work for which you retained us, our representation will end. Any further or additional work will be subject to these **Standard Terms** unless otherwise expressly agreed in writing.

**11. RECORDS RETENTION.** Subject to the above, we will return your materials at the end of the engagement. After the engagement, in accordance with these **Standard Terms**, applicable law and the Rules of Professional Conduct, we will hold your files for seven (7) years, when they may be destroyed. We will attempt to notify you before destroying any files and may charge you to dispose of or retain your files.

**12. ELECTRONIC DATA COMMUNICATION AND STORAGE.** We may communicate with you and others by email or fax, send data over the Internet, store electronic data via computer software applications hosted remotely on the Internet, or allow access to data through third-party vendors' secured portals or clouds. Electronic data confidential to your matters(s) may be transmitted or stored using these methods. In using these data communication and storage methods, the Firm will make a reasonable effort to keep such communications and data secure in accordance with our obligations under applicable laws and professional standards. You agree that we have no control over the unauthorized interception or breach of any communications or data once it has been sent or has been subject to unauthorized access, notwithstanding all reasonable security measures employed by us or our third-party vendors.

Please contact your primary attorney if you have any questions regarding these **Standard Terms**.



**To: Township Board Members**  
**From: Derek N. Perry, Assistant Township Manager**  
**Director of Public Works & Engineering**  
**Date: April 27, 2018**  
**Re: CATA Contract- Redi-Ride Service Agreement**

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As requested by the Township Board, a contract has been prepared that incorporates the current Redi-Ride program into a formal Redi-Ride Service Agreement. CATA prepared the first draft using the former Delta Township Redi-Ride agreement as a model. Our Township legal counsel reviewed the draft and will be present on Tuesday night to answer questions.

The proposed agreement encompasses the original May 19, 2000 letter of agreement, the updated service plan letter of agreement of August 11, 2004 and also reflects the existing boundary adjustments that were altered by the Township Board in conjunction with CATA in February of 2018. The most recent Township Board action to raise ridership fares and to pursue the Federal grants to offset operational costs were not included in this draft.

As requested at the April 17, 2018 meeting, School Transportation was added to Section one (part d.) and Section 4, part (b) now references detailed quarterly reports to be provided by CATA to the Township.

A letter from CATA CEO, Mr. Funkhouser, is also included for your review. The letter indicates that they have received our formal request to expand the Redi-Ride service in Meridian, and that they look forward to working with Meridian Township on this endeavor.

**Proposed Motion:**

**“Move to authorize the Township Supervisor and Township Manager to execute the Redi-Ride Service Agreement on behalf of the Charter Township of Meridian as presented.”**

## REDI-RIDE SERVICE AGREEMENT

This Agreement is made this \_\_\_\_\_ day of April, 2018, between THE CHARTER TOWNSHIP OF MERIDIAN (the "Township"), and CAPITAL AREA TRANSPORTATION AUTHORITY ("CATA").

### RECITALS:

- A. CATA provides public transportation services within its service area of Eaton, Ingham, and Clinton Counties and has been providing redi-ride services within the Township in accordance with letter agreements between CATA and the Township dated May 19, 2000, and August 11, 2004 (the "Letter Agreements").
- B. On February 19, 2018, at the direction of the Township, CATA began providing redi-ride services between the Township and Special Destinations outside of the Township in addition to redi-ride service within the Township (altogether, the "Redi-Ride Service").
- C. The Township partially funds the Redi-Ride Service through a Township transportation millage that was approved on November 3, 2009, at the restored rate of 0.2 mills for ten (10) years, 2009 through 2019, inclusive.
- D. The Township and CATA desire to document their agreement that CATA provide Redi-Ride Service and that the Township levy the Township Millage through 2019 and pay Township Millage revenues to CATA.

NOW THEREFORE, CATA and the Township agree, as follows:

- 1. Redi-Ride Service. CATA will provide Redi-Ride Service through December 31, 2019, within the Township and from the Township to five (5) Special Destinations, as follows:
  - (a) Bus Schedules. Redi-Ride Service will be provided on the following schedule:
    - (1) Monday through Friday, two (2) buses from 9:00 a.m. to 5:00 p.m., one (1) bus from 10:00 a.m. to 5:00 p.m., and one (1) bus from 1:45 p.m. to 5:00 p.m.
    - (2) Saturday, one (1) bus from 9:00 a.m. to 5:00 p.m. and one (1) bus from 10:00 a.m. to 2:00 p.m.
  - (b) Special Destinations. Special Destinations service will only stop at the five (5) Special Destinations listed below and locations in the Township. There will be no pick-up or drop-off of customers outside of the Township other than at the Special Destinations, which are:
    - (1) College Fields Development at Hagadorn and Bennett Roads.

- (2) Costco Wholesale, 2540 E Saginaw Hwy, East Lansing, MI 48823.
  - (3) East Lansing Aquatic Center, 6400 Abbot Road, East Lansing, 48823, (Seasonal Only).
  - (4) MSU Clinical Center, 804 Service Road, East Lansing, 48824.
  - (5) Meijer – Bath Township, 7157 E. Saginaw Hwy., East Lansing, 48823.
- (c) Trip Scheduling. Trips shall be scheduled in accordance with procedures and requirements established by CATA for its redi-ride services.
- (d) School Transportation. The Township and the public schools have a very good school transportation system. Redi-Ride Service will not be provided to students for whom school transportation is available from the public schools or the Township.
2. Township Millage. The Township shall levy the Township Millage through 2019. The Township is responsible for collecting the Transportation Millage and paying these funds to CATA the month following receipt. The Township shall not be responsible for providing any transportation services under this Agreement.
3. Fares and Grants. CATA shall retain all fares collected in connection with Redi-Ride Service and government assistance, grants, or subsidies paid in connection with the Redi-Ride Service.
4. Review and Reports.
- (a) CATA and Meridian Township shall be available at reasonable times to meet and discuss the services provided, the budget for services, expenditures made for services, tax receipts, and other subjects of concern to the parties regarding this service.
  - (b) CATA will provide the Township and Transportation Commission written reports, at least quarterly, addressing, among other matters, ridership, feedback on the operation of the new schedule, and any recommended adjustments to the scheduled hours. The Township will provide CATA with such reasonable reports and information regarding the Services as CATA may request.
5. Termination. Should CATA determine that Transportation Millage funds received from the Township are not or will not be sufficient to maintain Redi-Ride Service, CATA and the Township will discuss service reductions and other alternatives. Should the parties fail to agree on such service reductions or alternatives, CATA may terminate Redi-Ride Service upon sixty (60) days written notice to the Township, in



To Meridian Township: Attn: Township Supervisor  
Charter Township of Meridian  
Meridian Township  
5151 Marsh Road  
Okemos, MI 48864

With copies to: Attn: Township Clerk  
and Township Manager  
Charter Township of Meridian  
Meridian Township  
5151 Marsh Road  
Okemos, MI 48864

- (g) This Agreement and any documents executed pursuant to this Agreement may be executed in any number of counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument. Any fax transmission of any signature shall be deemed an original and bind such party.
- (h) This Agreement constitutes the entire agreement between the parties and supersedes all negotiations, commitments, and previous agreements, including the Letter Agreements, and may be modified only by a further written agreement which is executed by a duly authorized officer of each of the parties.
- (i) This Agreement is exclusively between CATA and the Township and not for the benefit of or enforceable by any third party.
- (j) This Agreement may not be assigned by either party.

7. This Agreement is effective on the date first above written.

CAPITAL AREA TRANSPORTATION AUTHORITY

THE CHARTER TOWNSHIP OF MERIDIAN

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

Nathan B. Triplett, Board Chair

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

Ronald J. Styka  
Township Supervisor

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

Bradley T. Funkhouser, AICP  
Chief Executive Officer

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

Frank L. Walsh  
Township Manager



## CAPITAL AREA TRANSPORTATION AUTHORITY

® **Nathan Triplett**, Board Chair • **Bradley T. Funkhouser**, AICP, Chief Executive Officer

April 26, 2018

Mr. Frank Walsh  
Township Manager  
Meridian Township  
5151 Marsh Road  
Okemos, MI 48864

Dear Mr. Walsh,

Enclosed, please find a draft version of the Meridian Redi-Ride Service Agreement between CATA and Meridian Township. This document incorporates all pertinent information related to the current service that is provided in the Township.

We are also in receipt of your letter dated April 18 and are excited to explore opportunities to expand the Redi-Ride service. Please know, however, that as a federally-funded public transportation provider, the process to accomplish the requested service and fare increase to Redi-Ride will require a public meeting allowing for community involvement followed by a discussion and vote on the proposal by our Board of Directors at a later date.

I am encouraged by our partnership and trust this process will move forward expeditiously and thoughtfully.

We look forward to our continued partnership with the Charter Township of Meridian. Please let me know if there is anything else we can do to assist you or your staff.

Sincerely,

Bradley T. Funkhouser, AICP  
Chief Executive Officer





12. F.

**To:** Township Board Members

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

Younes Ishraidi, P.E., Chief Engineer

**Date:** April 27, 2018

**Re:** Towner Road/I-69BL  
Water Main Capital Charges

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To recoup costs of new water mains constructed and funded by the Township water utility fund without special assessments, Section 78-94 of the Code of Ordinances of the Charter Township of Meridian provides for establishment by resolution of a capital (benefit) charge. This capital charge is to be paid by the owner of premises at the time they connect to the new Township water main.

The capital charge is typically paid by property owners benefiting from the new main at time of connection. Capital charges are established based on cost of construction and length of property along the water main, subject to maximum and minimum charges as may be approved by the Township Board. Capital charges can vary throughout the Township as they are based on the actual construction cost.

The Towner Road/BR I-69 water main was installed in 2017. The 12" water main closed a loop in the system and will service several new developments including the new Towner Road Park. The adjusted cost for the main that was used to establish the capital charge is \$248,754 and is based on the cost of an 8" main as set by ordinance.

As part of the ordinance, the Township Board has discretion to set a maximum capital charge to minimize the individual impact to each residential property owner. Historically we have used the residential RA zoning minimum width (80 feet of frontage) to set the charge. If this is used, the maximum capital charge for a residential connection would be \$4,880.

**Proposed Motion:**

**"Move to approve the resolution establishing water system capital charges for Towner Road/ BR I-69 (from the westerly property line of 1997 Towner Road along Towner Road and BR I-69 to Newton Road) establishing a cost of \$61 per linear foot of frontage (plus 5% annual increase); with a maximum for single family residences of \$4,880 (plus 5% annual increase); for a period of ten years.**

**WATER SYSTEM CAPITAL CHARGES  
TOWNER ROAD & I-69BL Water Main**

**RESOLUTION**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, Phone (517) 853-4000, on May 1, 2018, at 6:00 p.m.

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

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

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

**WHEREAS**, Section 78-94 of the Code of Ordinances of the Charter Township of Meridian provides for establishment by resolution of a capital (benefit) charge to be paid by the owner of premises to be connected to Township water mains when the premises to be connected have not been specially assessed for the construction of said water main, and;

**WHEREAS**, by resolution adopted March 16, 1982, the Township Board adopted a method of determining water main capital charges for properties that have not been specially assessed for construction of said water main, and;

**WHEREAS**, in 2017, a 12" water main was constructed to serve parcels along Towner Road and I-69BL, from the westerly property line of 1997 Towner Road along Towner Road and I-69BL to Newton Road, and;

**WHEREAS**, an 8" main would have been sufficient to service the parcels along the subject water main and shall be used to determine the capital charge;

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

1. The cost of the subject water main along Towner Road and I-69BL shall be set at \$248,754 based on adjusted cost of installation for an 8" main.
2. The installed cost per linear foot of frontage is hereby established at \$61 for 2018 (plus 5% annual increase), except that no benefit for a single-family residence shall exceed \$4,880 for 2018 (plus 5% annual increase).
3. The capital charges will be collected for a period of ten years.
4. The water benefit charges established herein shall have immediate effect.

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

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

STATE OF MICHIGAN )

)ss.

COUNTY OF INGHAM )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on May 1, 2018.

\_\_\_\_\_  
Brett Dreyfus, Township Clerk  
Charter Township of Meridian



**To: Board Members**  
**From: Chris Buck, Economic Development Director**  
**Date: May 1, 2018**  
**Re: Redevelopment Ready Communities Program Resolution**

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The Redevelopment Ready Communities Program (RRC) is a state-wide, voluntary and no-cost program of the Michigan Economic Development Corporation (MEDC) that certifies communities who actively engage stakeholders to vision and plan for the future of development within the Township. An RRC certification signals to residents, business owners, developers and investors that the community has embraced the goal of building transparency, predictability and efficiency into daily development practices to attract investment and create thriving places where people want to live, work and play.

Meridian Township enrolled in the RRC program in September 2017 and submitted the required self-assessment of our then-current policies, procedures and processes. The MEDC reviewed and returned our assessment and outlined the many areas we needed to revise in order to comply with current best practices for redevelopment. Many updates have been made to our procedures, and the MEDC delivered a Summary of Findings at the last Township Board meeting on April 17, 2018.

At this time, communities are asked to confirm their willingness to remain engaged in the RRC process and work towards certification. Because of the significant progress we've made and my view of the steps still needing to be taken, I strongly encourage the Township Board to pass a resolution signaling our commitment to seeing this process through to completion.

A motion is prepared for Board consideration:

**MOVE TO APPROVE THE REDEVELOPMENT READY COMMUNITIES PROGRAM RESOLUTION.**

**Attachment:**

1. Redevelopment Ready Communities Program Resolution

**REDEVELOPMENT READY COMMUNITIES PROGRAM 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 1st day of May, 2018, at 6:00 p.m., Local Time.

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

\_\_\_\_\_

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

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

**WHEREAS**, the Michigan Economic Development Corporation (MEDC) has established the statewide Redevelopment Ready Communities (RRC) Program to empower communities to shape their future and maximize potential; and

**WHEREAS**, the RRC is a program that provides technical assistance and certifies Michigan communities who actively engage stakeholders and plan transparent, predictable and efficient development and planning processes; and

**WHEREAS**, the Charter Township of Meridian recognizes the value of the RRC Program and seeks to improve its development processes, including its Zoning Ordinances, Community Engagement, and the implementation of the Master Plan; and

**WHEREAS**, the MEDC has reviewed the Charter Township of Meridian’s Self-Assessment and delivered a Summary of Findings to the Meridian Township Board on April 17, 2018.

**NOW, THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN** hereby authorizes the Charter Township of Meridian and its staff to continue its work and complete all steps required to achieve Redevelopment Ready Certification via the MEDC. The Township is willing to allow use of limited Township resources to support the RRC Program and commits to allowing the Economic Development and Planning Divisions to champion and engage in the RRC Best Practices and Evaluation protocol with the intent to improve the processes and communications with the Township stakeholders. The Township Board will work with staff, boards and commissions, residents and the MEDC as our community moves forward in seeking RRC certification.

ADOPTED: YEAS: \_\_\_\_\_

\_\_\_\_\_

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





**To: Board Members**  
**From: Chris Buck, Economic Development Director**  
**Date: May 1, 2018**  
**Re: Burcham Hills Community Economic Development Corporation Bonds Resolution**

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The Economic Development Corporation of the Charter Township of Meridian (the “Meridian EDC”) issued tax-exempt bonds for the benefit of Burcham Hills Retirement Center II, a Michigan nonprofit corporation with IRS 501(c)(3) charitable status (“Burcham Hills”), in 1989, 1996 and 2007. The 1989 bond issue financed the acquisition by Burcham Hills of a pre-existing continuing care retirement community (originally constructed in 1974) located in Charter Township of Meridian (the “Township”)<sup>1</sup>. The 1996 bond issue refinanced the 1989 bonds, and the 2007 bonds refinanced the 1996 bonds. \$9,630,000 of the original \$15,545,000 of 2007 bonds remains outstanding.

Burcham Hills proposes to refinance the 2007 bonds through a new issuance of Meridian EDC bonds (the “2018 Bonds”) to achieve debt service savings. Because the 2007 bonds were issued by the Meridian EDC, only the Meridian EDC has the statutory authority to issue the 2018 Bonds. The 2018 Bonds are expected to be issued in July 2018.

Burcham Hills, as a nonprofit corporation qualified under Section 501(c) (3) of the Internal Revenue Code of 1986, as amended (the “Code”), is an eligible borrower of tax-exempt bond proceeds. Bonds issued for the benefit of Burcham Hills would be “qualified 501(c) (3) bonds,” a category of “private activity bonds” under the Code.

The 2018 Bonds would be issued in an amount not exceeding \$8,000,000<sup>2</sup> and will extend the maturity schedule of the debt by four years (from 2026 to 2030). Because of the maturity extension, certain procedural requirements and approvals are required of the Township pursuant to the Code, before the Meridian EDC can approve the issuance of the 2018 Bonds.

Specifically, to fulfill the public approval requirements of Section 147(f) of the Code with respect to the 2018 Bonds, a public hearing must be held by the Township, or by an “applicable elected representative” of the Township, and notice of the public hearing must be published at least 14 days in advance of the hearing.

The Township may satisfy the public hearing and approval requirements of Section 147(f) by designating an official who is popularly elected at-large by the voters of the Township as its “applicable elected representative” to schedule and provide public notice of the public hearing, to conduct the hearing, and to approve issuance of the 2018 Bonds<sup>3</sup>. The attached resolution designates the Supervisor of the Township as its “applicable elected representative” for these purposes.

**Memo to Township Board**

**May 1, 2018**

**Re: Burcham Hills Community Economic Development Corporation Bonds Resolution**

**Page 2**

As with prior Meridian EDC bonds issued for the benefit of Burcham Hills, the 2018 Bonds would not constitute debt of the Meridian EDC or of the Township and would not be secured by any taxes or other funds of the Meridian EDC or the Township. Nor would the 2018 Bonds give rise to any liability on the part of the officers, directors, trustees, and employees of the Meridian EDC and the Township.

A motion is prepared for Board consideration:

**MOVE TO APPROVE THE SUPERVISOR OF THE TOWNSHIP TO SERVE AS THE ELECTED REPRESENTATIVE FOR BURCHAM HILLS RETIREMENT CENTER II EDC PROJECT SERIES 2018 REVENUE REFUNDING BONDS.**

**Attachment:**

1. Burcham Hills Community EDC Bonds Resolution

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<sup>1</sup> As a result of an annexation in the early 1990s, the facility is now within the City of East Lansing.

<sup>2</sup> Less than the outstanding par amount because of an equity contribution from Burcham Hills and available debt service reserve funds.

<sup>3</sup> Issuance of the 2018 Bonds will still be subject to the approval of the Meridian EDC.

**RESOLUTION APPOINTING APPLICABLE ELECTED REPRESENTATIVE  
FOR BURCHAM HILLS RETIREMENT CENTER II  
EDC PROJECT SERIES 2018 REVENUE REFUNDING BONDS**

At a regular meeting of the Township Board (the "Board") of the Charter Township of Meridian (the "Township"), State of Michigan, held in the Township Hall, on the 1<sup>st</sup> day of May, 2018, at 6:00 p.m., Michigan time, there were

Present: \_\_\_\_\_

Absent: \_\_\_\_\_

The following preamble and resolution were offered by \_\_\_\_\_ and seconded by \_\_\_\_\_.

**WHEREAS**, The Economic Development Corporation of the Charter Township of Meridian (the "Meridian EDC") is authorized and empowered by the provisions of Act No. 338, Michigan Public Acts of 1974, as amended (the "Act") to issue bonds to finance projects qualifying under the Act and to refund or refinance its previously issued and outstanding obligations; and,

**WHEREAS**, in 1989, the Economic Development Corporation of the Charter Township of Meridian (the "Meridian EDC") issued (1) \$17,015,000 aggregate principal amount of Limited Obligation First Mortgage Revenue Bonds (Burcham Hills Retirement Center II Project), Series A, dated June 29, 1989 (the "1989-A Bonds"), and (2) \$4,000,000 aggregate principal amount of Limited Obligation Second Mortgage Revenue Bonds (Burcham Hills Retirement Center II Project), Series B, dated June 29, 1989 (the "1989-B Bonds"), for the benefit of Burcham Hills Retirement Center II, a Michigan nonprofit corporation ("Burcham"), for the purpose of financing Burcham's acquisition of an existing continuing care retirement community (the "Project"), which was at that time located within Meridian Township and which is now located within the City of East Lansing as a result of annexation proceedings; and

**WHEREAS**, in 1996, the Meridian EDC issued (1) \$17,460,000 aggregate principal amount of Limited Obligation First Mortgage Revenue Refunding Bonds (Burcham Hills Retirement Center II Project), Series 1996-A (the "1996-A Bonds") to refund the entire outstanding principal amount of the 1989-A Bonds, and (2) \$2,250,000 aggregate principal amount of Limited Obligation Second Mortgage Revenue Refunding Bonds (Burcham Hills Retirement Center II Project), Series C (the "1996-C Bonds") to refund a portion of the outstanding 1989-B Bonds; and

**WHEREAS**, in 2007 the Meridian EDC issued (1) \$15,360,000 Limited Obligation First Mortgage Revenue Refunding Bonds (Burcham Hills Retirement Center II Project), Series 2007A-1 and (2) \$185,000 Limited Obligation First Mortgage Revenue Bonds (Burcham Hills Retirement Center II Project), Series 2007A-2 (together, the "2007 Meridian Bonds"), to refund the 1996-A Bonds and the 1996-C Bonds, to fund a debt service reserve fund, and to pay certain costs of issuance of the 2007 Meridian Bonds; and

**WHEREAS**, Burcham has requested the Meridian EDC to issue a maximum aggregate principal amount of \$8,000,000 of its Limited Obligation First Mortgage Revenue Refunding Bonds (Burcham Hills Retirement Center II Project), Series 2018 (the "Series 2018 Bonds") for the purposes of (1) ) refunding the entire outstanding principal amount of the 2007 Meridian Bonds to achieve debt service savings and to extend the maturity period of the debt by four years (from 2026 to 2030), (2) funding a debt service reserve fund, and (3) paying certain costs of issuance of the Series 2018 Bonds; and





13. A.

**To: Township Board Members**  
**From: Derek N. Perry, Assistant Township Manager**  
**Director of Public Works & Engineering**  
**Date: April 27, 2018**  
**Re: Solar Panel Project**

---

In the 2018 Meridian Township operating budget we have allocated \$50,000 for the installation of a solar panel array at the Municipal Complex. After reviewing the two received bids, our selection team began discussions with CBS Solar, a company located in Copemish, Michigan. As part of their proposal, CBS Solar will be partnering with Absolute Environmental Systems (AES), which has an owner that lives in the Township and is eager to have a local project. The company has extensive experience with solar panel projects and we anticipate a great final product.

Our original concept was to have the panels mounted on the south facing roof of the Public Safety Building, but as we continued our discussions with CBS Solar, the idea of a ground mounted array was discussed and it soon became the preferred option by the selection committee. With the ground option, we would not have to be concerned about roof penetrations, access to the secured facility during construction, the shadow from the clock tower and we could eliminate a more complex wiring scheme required of the Public Safety Building. The benefits to the ground option is that the array would be easier to view by the public for educational purposes, it would be easier to maintain, wiring would be easier, and it could be faced directly to the south for greater solar exposure.

According to CBS Solar, the ground mounted option would require an area approximately 70 feet by 70 feet sited at the southeast corner of the Municipal Complex in the currently open grass area. A diagram of the potential location is attached. We have also included the CBS Proposal for the roof option, the ground option and the performance and financial analysis.

We are ready to proceed with a contract with CBS Solar, but would like to get direction on which mounting location to pursue.



There are three rows of trees

5151 Marsh Rd





**CBS Solar**  
*A Division of Contractors Building Supply Inc.*  
 Michigan Made for the World

# PROPOSAL - RENEWABLES

Date	INVOICE NO.
3/26/2018	H4401-SW

<b>BILL TO</b>
MERIDIAN TOWNSHIP 5151 MARSH RD OKEMOS, MI 48864

<b>SHIP TO/BILL TO</b>
MERIDIAN TOWNSHIP 5151 MARSH RD OKEMOS, MI 48864

P.O. No./JOB		TERMS		
MERIDIAN ROOF		50% DN/BAL @ COMPLETION		
ITEM	DESCRIPTION	QTY	EACH	TOTAL
PV PANEL	19.44 KW PV SOLAR SYSTEM WITH 56- 360 WATT PV MODULES. TO INCLUDE IRON RIDGE COMPLETE ROOF TOP PV WIRE AND CONNECTORS, GROUNDING, DISCONNECT, AC HOME RUN, AND SOLAR EDGE W/DUAL OPTIMIZERS	1	32,152.00	32,152.00
LAB01	LABOR ON SOLAR JOBS	1	12,096.00	12,096.00
PERMITS	BUILDING AND ELECTRICAL PERMITTING AND ALL OTHER PERMITTING FOR THE PROJECT	1	900.00	900.00
SHIPPING	SHIPPING AND HANDLING	1	1,500.00	1,500.00
MONITORING	LOBBY KIOSK TO DISLPAY SOLAR ARRAY PRODUCTION AND FOR TRAINING PURPOSE TO INCLUDE WIRING AND HARDWARE FOR CONNECTION	1	1,000.00	1,000.00

Mail To:  
 CBS Solar  
 16880 Front St  
 PO Box 67  
 Copemish, MI 49625

Phone #	Fax #
888-378-3160	888-854-9552

<b>Subtotal</b>	\$47,648.00
<b>Sales Tax (6.0%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$47,648.00
<b>BALANCE DUE</b>	\$47,648.00



**CBS Solar**  
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 Michigan Made for the World

**TERMS OF AGREEMENT**

1. The obligation of the Buyer and Seller as to method of payment, delivery, installation, and identity of goods, shall be set forth on the front of hereof with additional enumerated sheets as necessary.
2. Ownership of the goods shall remain vested in the Seller until payment in full is made to the Seller by the Buyer, or rendered by the Buyer's financing agent.
3. The warranty shall be honored as set forth in the Warranty Certificates.
4. This agreement may be modified, with prior written approval from both parties. Any modification after this agreement is signed, must be submitted and approved in writing, with cost differentials, prior to any deviation from the original agreement.
5. This agreement is subject to applicable law for both parties, as governed by the Uniform Commercial Code as enacted and in force on the effective date of this agreement in the jurisdiction of the seller's incorporation.
6. Damage for any breach of Warranty shall be limited to the cost of repair or replacement of the equipment purchased.
7. The Buyer agrees that upon default of payment the Seller may take possession of the equipment peaceably and legally without interference, and that the Seller is not obligated in any way to return the structure to its pre-installation condition.
8. The buyer also agrees to reimburse the Seller for all reasonable fees or costs incurred in the enforcement of this agreement.
9. Contractor's Building Supply Inc. and the manufacturers of the system components are not responsible for labor and material due to damage by normal weathering, accident, fire, flood, and any other acts of God or vandalism, misuse, environmental conditions, system modifications and anything else beyond Contractor's Building Supply Incorporated control.

**I HEREBY ACKNOWLEDGE RECEIPT OF THIS NOTICE**

Buyer Sign: _____	Date: _____
Buyer Print: _____	
Address: _____	
_____	

**"CUSTOMER'S RIGHT TO CANCEL**

You may cancel this agreement by mailing a written notice to Contractor's Building supply Inc, before midnight of the third business day after you signed this agreement. If you wish, you may use this page as that notice. By writing " I hereby cancel", and adding your name and address. The seller for your records provides a duplicate of this page.



Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <http://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

YOU AGREE TO INDEMNIFY DOE/NREL/ALLIANCE, AND ITS AFFILIATES, OFFICERS, AGENTS, AND EMPLOYEES AGAINST ANY CLAIM OR DEMAND, INCLUDING REASONABLE ATTORNEYS' FEES, RELATED TO YOUR USE, RELIANCE, OR ADOPTION OF THE MODEL FOR ANY PURPOSE WHATSOEVER. THE MODEL IS PROVIDED BY DOE/NREL/ALLIANCE "AS IS" AND ANY EXPRESS OR IMPLIED WARRANTIES, INCLUDING BUT NOT LIMITED TO THE IMPLIED WARRANTIES OF MERCHANTABILITY AND FITNESS FOR A PARTICULAR PURPOSE ARE EXPRESSLY DISCLAIMED. IN NO EVENT SHALL DOE/NREL/ALLIANCE BE LIABLE FOR ANY SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES OR ANY DAMAGES WHATSOEVER, INCLUDING BUT NOT LIMITED TO CLAIMS ASSOCIATED WITH THE LOSS OF DATA OR PROFITS, WHICH MAY RESULT FROM ANY ACTION IN CONTRACT, NEGLIGENCE OR OTHER TORTIOUS CLAIM THAT ARISES OUT OF OR IN CONNECTION WITH THE USE OR PERFORMANCE OF THE MODEL.

The energy output range is based on analysis of 30 years of historical weather data for nearby, and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

# RESULTS

# 24,051 kWh/Year\*

System output may range from 22,880 to 24,785kWh per year near this location.

Month	Solar Radiation ( kWh / m <sup>2</sup> / day )	AC Energy ( kWh )	Energy Value ( \$ )
January	2.19	1,174	126
February	3.11	1,480	158
March	4.13	2,107	226
April	5.08	2,390	256
May	5.84	2,751	295
June	6.21	2,776	297
July	6.44	2,918	313
August	5.66	2,568	275
September	4.81	2,160	231
October	3.57	1,730	185
November	2.25	1,110	119
December	1.66	887	95
<b>Annual</b>	<b>4.25</b>	<b>24,051</b>	<b>\$ 2,576</b>

## Location and Station Identification

Requested Location	48864, USA
Weather Data Source	(TMY2) LANSING, MI 10 mi
Latitude	42.78° N
Longitude	84.6° W

## PV System Specifications (Commercial)

DC System Size	19.44 kW
Module Type	Standard
Array Type	Fixed (roof mount)
Array Tilt	20°
Array Azimuth	180°
System Losses	14%
Inverter Efficiency	96%
DC to AC Size Ratio	1.1

## Economics

Average Cost of Electricity Purchased from Utility	0.11 \$/kWh
--	-------------

## Performance Metrics

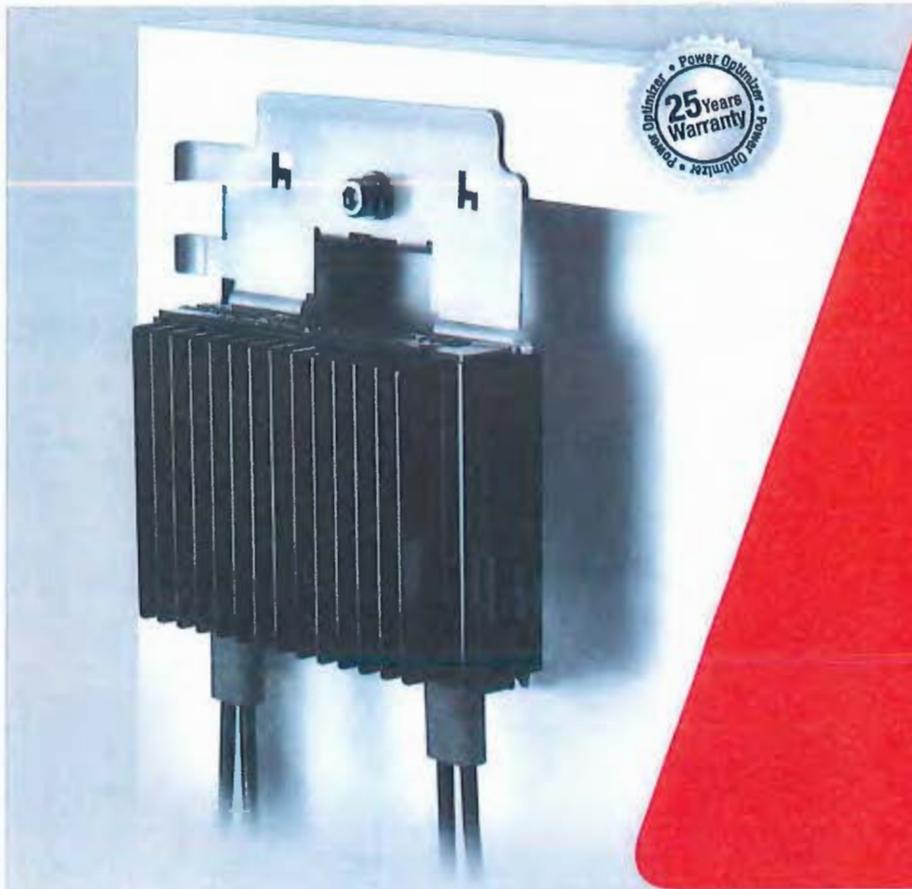
Capacity Factor	14.1%
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## SolarEdge Power Optimizer

Frame-Mounted Module Add-On for  
Commercial Installations for North America

P700 / P730



POWER OPTIMIZER

### Fast mount power optimizers with module-level optimization

- Quicker installation - Power optimizers can be mounted in advance saving installation time
- Up to 25% more energy
- Superior efficiency (99.5%)
- Mitigates all types of modules mismatch-loss, from manufacturing tolerance to partial shading
- Flexible system design for maximum space utilization
- Next generation maintenance with module level monitoring
- Compliant with arc fault protection and rapid shutdown NEC requirements (when installed as part of the SolarEdge system)
- Module-level voltage shutdown for installer and firefighter safety



# SolarEdge Power Optimizer Module Add-On

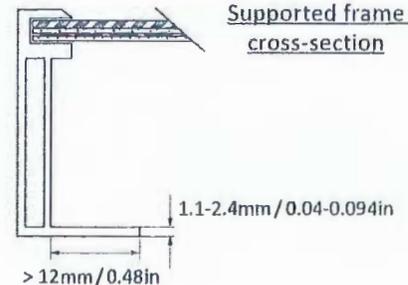
## For Commercial Installations for North America P700 / P730

Optimizer model (typical module compatibility)	P700 (for 2 x 72-cell PV modules)	P730 (for 2 x high power 72-cell modules)	
<b>INPUT</b>			
Rated Input DC Power <sup>(1)</sup>	700	730	W
Absolute Maximum Input Voltage (Voc at lowest temperature)	125		Vdc
MPPT Operating Range	12.5 - 105		Vdc
Maximum Short Circuit Current (Isc)	10.1	11	Adc
Maximum DC Input Current	12.63	13.75	Adc
Maximum Efficiency	99.5		%
Weighted Efficiency	98.6		%
Oversvoltage Category	II		
<b>OUTPUT DURING OPERATION (POWER OPTIMIZER CONNECTED TO OPERATING SOLAREEDGE INVERTER)</b>			
Maximum Output Current	15		Adc
Maximum Output Voltage	85		Vdc
<b>OUTPUT DURING STANDBY (POWER OPTIMIZER DISCONNECTED FROM SOLAREEDGE INVERTER OR SOLAREEDGE INVERTER OFF)</b>			
Safety Output Voltage per Power Optimizer	1 ± 0.1		Vdc
<b>STANDARD COMPLIANCE</b>			
EMC	FCC Part15 Class B, IEC61000-6-2, IEC61000-6-3		
Safety	IEC62109-1 (class II safety), UL1741		
RoHS	Yes		
<b>INSTALLATION SPECIFICATIONS</b>			
Compatible SolarEdge Inverters	Three phase inverters		
Maximum Allowed System Voltage	1000		Vdc
Dimensions (W x L x H)	139 x 165 x 63 \ 5.5 x 6.5 x 2.5		mm / in
Weight (including cables)	1185 / 2.6		gr / lb
Input Connector	MC4 Compatible		
Output Wire Type / Connector	Double Insulated; MC4 Compatible		
Output Wire Length	2.1 / 6.9		m / ft
Operating Temperature Range <sup>(2)</sup>	-40 - +85 / -40 - +185		°C / °F
Protection Rating	IP68 / NEMA6P		
Relative Humidity	0 - 100		%

<sup>(1)</sup> Rated combined STC power of 2 modules connected in series. Module of up to +5% power tolerance allowed.

<sup>(2)</sup> For ambient temperature above +70°C / +158°F power de-rating is applied. Refer to Power Optimizers Temperature De-Rating Application Note for more details.

PV SYSTEM DESIGN USING A SOLAREEDGE INVERTER <sup>(1)(4)</sup>	THREE PHASE 208V	THREE PHASE 480V	
Minimum String Length (Power Optimizers)	8	13	
Maximum String Length (Power Optimizers)	30	30	
Maximum Power per String	6000 <sup>(6)</sup>	12750 <sup>(7)</sup>	W
Parallel Strings of Different Lengths or Orientations	Yes		



<sup>(1)</sup> P600, P700 and P730 can be mixed in one string. It is not allowed to mix P600/P700/P730 with P300/P320/P400/P405 in one string.

<sup>(4)</sup> In a case of odd number of PV Modules in one string it is allowed to install one P700/P730 power optimizer connected to one PV Module.

<sup>(5)</sup> P700 and P730 design with three phase 208V inverters is limited. Use the SolarEdge Site Designer for verification.

<sup>(6)</sup> For SE14.4KUS-208: It is allowed to install up to 6,500W per string when 3 strings are connected to the inverter and when the maximum power difference between the strings is up to 1,000W.

<sup>(7)</sup> For SE33.3KUS: It is allowed to install up to 15,000W per string when 3 strings are connected to the inverter and when the maximum power difference between the strings is up to 2,000W.



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## SolarEdge Three Phase Inverters for the 208V Grid for North America

SE9KUS / SE14.4KUS

INVERTERS



### The best choice for SolarEdge enabled systems

- Specifically designed to work with power optimizers
- Integrated arc fault protection and rapid shutdown for NEC 2014 and 2017, per article 690.11 and 690.12
- UL1741 SA certified, for CPUC Rule 21 grid compliance
- Built-in module-level monitoring
- Internet connection through Ethernet or Wireless
- Small, lightweight, and easy to install outdoors or indoors on provided bracket
- Fixed voltage inverter for longer strings
- Integrated Safety Switch
- Supplied with RS485 Surge Protection Device, to better withstand lightning events



## Three Phase Inverters for the 208V Grid<sup>(1)</sup> for North America SE9KUS / SE14.4KUS

	SE9KUS	SE14.4KUS	
<b>OUTPUT</b>			
Rated AC Power Output	9000	14400	VA
Maximum AC Power Output	9000	14400	VA
AC Output Line Connections	4-wire WYE (L1-L2-L3-N) plus PE or 3 wire Delta		
AC Output Voltage Minimum-Nominal- Maximum <sup>(2)</sup> (L-N)	105-120-132.5		Vac
AC Output Voltage Minimum-Nominal- Maximum <sup>(2)</sup> (L-L)	183-208-229		Vac
AC Frequency Min-Nom-Max <sup>(2)</sup>	59.3 - 60 - 60.5		Hz
Max. Continuous Output Current (per Phase)	25	40	A
GFDI Threshold	1		A
Utility Monitoring, Islanding Protection, Country Configurable Set Points	Yes		
<b>INPUT</b>			
Maximum DC Power (Module STC) Transformer-less, Ungrounded	12150	19400	W
Maximum Input Voltage DC to Gnd	250	300	Vdc
Maximum Input Voltage DC+ to DC-	500	600	Vdc
Nominal Input Voltage DC to Gnd	200		Vdc
Nominal Input Voltage DC+ to DC-	400		Vdc
Maximum Input Current	26.5	38	Adc
Maximum Input Short Circuit Current	45		Adc
Reverse-Polarity Protection	Yes		
Ground-Fault Isolation Detection	1MΩ Sensitivity	350kΩ Sensitivity <sup>(3)</sup>	
CEC Weighted Efficiency	96.5	97	%
Night-time Power Consumption	< 3	< 4	W
<b>ADDITIONAL FEATURES</b>			
Supported Communication Interfaces	RS485, Ethernet, ZigBee (optional)		
Rapid Shutdown — NEC 2014 and 2017 690.12	Automatic Rapid Shutdown upon AC Grid Disconnect <sup>(4)</sup>		
RS485 Surge Protection	Supplied with the inverter		
<b>STANDARD COMPLIANCE</b>			
Safety	UL1741, UL1741 SA, UL1699B, CSA C22.2, Canadian AFCI according to T.I.L. M-07		
Grid Connection Standards	IEEE1547, Rule 21, Rule 14 (HI)		
Emissions	FCC part15 class B		
<b>INSTALLATION SPECIFICATIONS</b>			
AC output conduit size / AWG range	3/4" minimum / 12-6 AWG	3/4" minimum / 8-4 AWG	
DC input conduit size / AWG range	3/4" minimum / 12-6 AWG		
Number of DC inputs	2 pairs	3 pairs <sup>(5)</sup>	
Dimensions (H x W x D)	21 x 12.5 x 10.5 / 540 x 315 x 260		in / mm
Dimensions with Safety Switch (H x W x D)	30.5 x 12.5 x 10.5 / 775 x 315 x 260		in / mm
Weight	73.2 / 33.2	99.5 / 45	lb / kg
Weight with Safety Switch	79.7 / 36.2	106 / 48	lb / kg
Cooling	Fans (user replaceable)		
Noise	< 50	< 55	dBa
Operating Temperature Range	-40 to +140 / -40 to +60 <sup>(6)</sup>		*F / °C
Protection Rating	NEMA 3R		

<sup>(1)</sup> For 277/480V inverters refer to: <http://www.solaredge.com/files/pdfs/products/inverters/se-three-phase-us-inverter-datasheet.pdf>

<sup>(2)</sup> For other regional settings please contact SolarEdge support

<sup>(3)</sup> Where permitted by local regulations

<sup>(4)</sup> P/N SE9K-US000000 has Manual Rapid Shutdown for NEC 2014 compliance (NEC 2017 compliance with outdoor installation)

<sup>(5)</sup> Field replacement kit for 1 pair of inputs P/N: DCD-3PH-1TBK; Field replacement kit for 3 pairs of fuses and holders P/N: DCD-3PH-6FHK-S1

<sup>(6)</sup> For power de-rating information refer to: <https://www.solaredge.com/sites/default/files/se-temperature-derating-note-na.pdf>



# Itek SE 72-Cell Solar Module



We offer solar modules of unsurpassed quality that exceed performance expectations at an affordable price.



Industry-leading efficient monocrystalline silicon PERC cells



Certified PID-free above and beyond the industry standard



Full quality check of every module along the production line



Impact-resistant, anti-glare solar glass



Building the highest efficiency PERC modules in the USA

Connect with us: [www.itekenergy.com](http://www.itekenergy.com) | [info@itekenergy.com](mailto:info@itekenergy.com)



ASSEMBLED IN U.S.A.



**itek**   
ENERGY

Building Solar | Powering The Future

# Itek SE 72-Cell Module

## Design & Engineering Data

### GENERAL DATA

<b>Cell Type</b>	<ul style="list-style-type: none"> <li>72 high-efficiency monocrystalline p-type cells</li> <li>6 x 12 cell matrix</li> </ul>
<b>Solar Glass</b>	<ul style="list-style-type: none"> <li>Ultra-clear anti-reflective treatment</li> <li>Tempered, with low iron content</li> <li>Anti-glare prismatic subsurface texture</li> </ul>
<b>Backsheet</b>	<ul style="list-style-type: none"> <li>Multi-layered</li> <li>Engineered adhesion for maximum weather protection</li> </ul>
<b>Frame</b>	<ul style="list-style-type: none"> <li>High-strength corrosion-resistant anodized aluminum</li> <li>Compatible with standard racking, accommodating both top-down clamps and bottom-flange mounting</li> </ul>
<b>Cable</b>	<ul style="list-style-type: none"> <li>90°C 12AWG PV wire</li> </ul>
<b>Junction Box</b>	<ul style="list-style-type: none"> <li>3 bypass diodes</li> <li>1000 VDC MC4 connectors</li> <li>Tigo TS4</li> </ul>
<b>Grounding</b>	<ul style="list-style-type: none"> <li>Certified for Wiley Electronics WEEB™ grounding clips</li> <li>Eight standard grounding locations per module for reduced ground wire length</li> </ul>

### QUALIFICATIONS

<b>Fire Rating</b>	Type I
<b>PID Free</b>	500+ hours
ARRA, BAA, and TAA Compliant	

### ELECTRICAL DATA\*

	350 SE	355 SE	360 SE	365 SE	370 SE
<b>Maximum Power - P<sub>max</sub> (Wp)</b>	350	355	360	365	370
<b>Maximum Power Voltage - V<sub>MPP</sub> (V)</b>	38.55	38.74	38.94	39.12	39.32
<b>Maximum Power Current - I<sub>MPP</sub> (A)</b>	9.08	9.16	9.25	9.33	9.41
<b>Maximum Current - I<sub>sc</sub> (A) (O.L.)</b>	12	12	12	12	12
<b>Maximum Voltage (TS4-L only) - V<sub>OC</sub> (V)</b>	43.57	43.77	43.99	44.19	44.40
<b>Open Circuit Voltage - V<sub>OC</sub> (V) (D.M.S.O)</b>	47.43	47.64	47.87	48.08	48.31
<b>Short Circuit Current - I<sub>sc</sub> (A) (D.M.S)</b>	9.49	9.55	9.62	9.69	9.76
<b>Module Efficiency</b>	17.54%	17.79%	18.05%	18.30%	18.55%

### MECHANICAL DATA

<b>Dimensions</b>	1001mm x 1993mm x 40mm
<b>Weight</b>	49 lbs/22.2kg

### MAXIMUM RATINGS

<b>Operational Temperature</b>	-40...+90°C
<b>Maximum System Voltage</b>	1000 VDC
<b>Maximum Design Load (UL 1703)</b>	113 psf/(5400pa)
<b>Max Series Fuse Rating</b>	15A
<b>Max Reverse Current</b>	15A

### TEMPERATURE RATINGS

<b>Nominal Operating Cell Temperature (NOCT)</b>	45.01°C
<b>Temperature Coefficient of P<sub>max</sub></b>	-0.39%/°C
<b>Temperature Coefficient of V<sub>OC</sub> (D.M.S.O)</b>	-0.29%/°C
<b>Temperature Coefficient of V<sub>OC</sub> (TS4 - L only)</b>	0.0%/°C
<b>Temperature Coefficient of I<sub>sc</sub></b>	+0.04%/°C
<b>Temperature Coefficient of V<sub>MPP</sub></b>	-0.38%/°C

\*Electrical characteristics may vary within ±2% of the indicated values at Standard Test Conditions (STC): irradiance of 1,000W/m<sup>2</sup>, AM 1.5 spectrum, cell temperature at 25°C.

Note: specifications subject to change without notice.

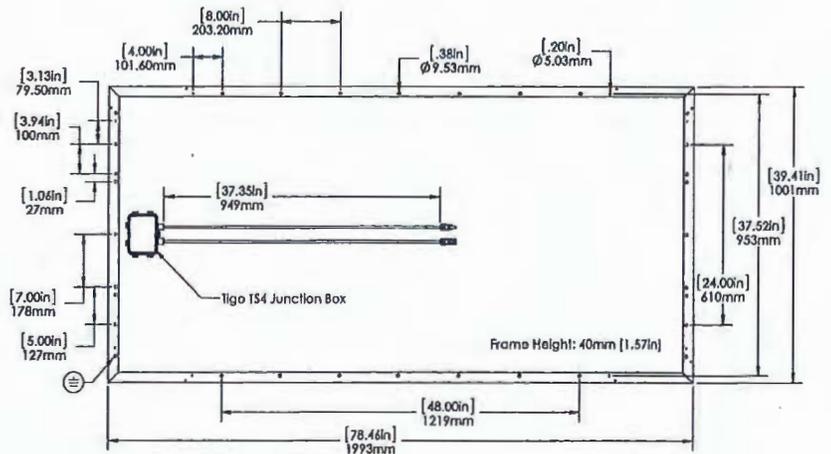


Choose from **Safety** | **Safety + Monitoring** | **Safety + Monitoring + Long Strings** + Long Strings  
All of these options include Monitoring

### TS4 Platform

<b>TS4-L</b>				
<b>TS4-O</b>				
<b>TS4-S</b>				
<b>TS4-M</b>				
<b>TS4-D</b>				

**Tigo**





# CBS Solar

*A Division of Constructors Building Supply Inc.*

Michigan Made for the World

## PROPOSAL - RENEWABLES

Date	INVOICE NO.
4/16/2018	H4417-SW

<b>BILL TO</b>
MERIDIAN TOWNSHIP 5151 MARSH RD OKEMOS, MI 48864

<b>SHIP TO/BILL TO</b>
MERIDIAN TOWNSHIP 5151 MARSH RD OKEMOS, MI 48864

P.O. No./JOB		TERMS		
MERIDIAN GROUND		50% DN/BAL @ COMPLETION		
ITEM	DESCRIPTION	QTY	EACH	TOTAL
PV PANEL	19.44 KW PV SOLAR SYSTEM WITH 56- 360 WATT PV MODULES. TO INCLUDE, FIXED BALLASTED GROUND MOUNT RACKING, PV WIRE AND CONNECTORS, GROUNDING, DISCONNECT, AC HOME RUN, AND SOLAR EDGE W/DUAL OPTIMIZERS	1	33,013.09	33,013.09
LAB01	LABOR ON SOLAR JOBS	1	13,910.40	13,910.40
PERMITS	BUILDING AND ELECTRICAL PERMITTING AND ALL OTHER PERMITTING FOR THE PROJECT	1	900.00	900.00
SHIPPING	SHIPPING AND HANDLING	1	1,500.00	1,500.00
MONITORING	LOBBY KIOSK TO DISLPAY SOLAR ARRAY PRODUCTION AND FOR TRAINING PURPOSE TO INCLUDE WIRING AND HARDWARE FOR CONNECTION	1	1,000.00	1,000.00

Mail To:  
CBS Solar  
16880 Front St  
PO Box 67  
Copemish, MI 49625

Phone #	Fax #
888-378-3160	888-854-9552

<b>Subtotal</b>	\$50,323.49
<b>Sales Tax (6.0%)</b>	\$0.00
<b>Payments/Credits</b>	\$0.00
<b>Total</b>	\$50,323.49
<b>BALANCE DUE</b>	\$50,323.49



Caution: Photovoltaic system performance predictions calculated by PVWatts® include many inherent assumptions and uncertainties and do not reflect variations between PV technologies nor site-specific characteristics except as represented by PVWatts® inputs. For example, PV modules with better performance are not differentiated within PVWatts® from lesser performing modules. Both NREL and private companies provide more sophisticated PV modeling tools (such as the System Advisor Model at <http://sam.nrel.gov>) that allow for more precise and complex modeling of PV systems.

The expected range is based on 30 years of actual weather data at the given location and is intended to provide an indication of the variation you might see. For more information, please refer to this NREL report: The Error Report.

Disclaimer: The PVWatts® Model ("Model") is provided by the National Renewable Energy Laboratory ("NREL"), which is operated by the Alliance for Sustainable Energy, LLC ("Alliance") for the U.S. Department Of Energy ("DOE") and may be used for any purpose whatsoever.

The names DOE/NREL/ALLIANCE shall not be used in any representation, advertising, publicity or other manner whatsoever to endorse or promote any entity that adopts or uses the Model. DOE/NREL/ALLIANCE shall not provide

any support, consulting, training or assistance of any kind with regard to the use of the Model or any updates, revisions or new versions of the Model.

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The energy output range is based on analysis of 30 years of historical weather data for nearby , and is intended to provide an indication of the possible interannual variability in generation for a Fixed (open rack) PV system at this location.

# RESULTS

# 24,275 kWh/Year\*

System output may range from 23,093 to 25,016kWh per year near this location.

Month	Solar Radiation ( kWh / m <sup>2</sup> / day )	AC Energy ( kWh )	Energy Value ( \$ )
January	2.19	1,180	126
February	3.11	1,491	160
March	4.13	2,123	227
April	5.08	2,413	258
May	5.84	2,780	298
June	6.21	2,805	300
July	6.44	2,952	316
August	5.66	2,599	278
September	4.81	2,183	234
October	3.57	1,744	187
November	2.25	1,116	119
December	1.66	890	95
<b>Annual</b>	<b>4.25</b>	<b>24,276</b>	<b>\$ 2,598</b>

## Location and Station Identification

Requested Location	48864, USA
Weather Data Source	(TMY2) LANSING, MI 10 mi
Latitude	42.78° N
Longitude	84.6° W

## PV System Specifications (Commercial)

DC System Size	19.44 kW
Module Type	Standard
Array Type	Fixed (open rack)
Array Tilt	20°
Array Azimuth	180°
System Losses	14%
Inverter Efficiency	96%
DC to AC Size Ratio	1.1

## Economics

Average Cost of Electricity Purchased from Utility	0.11 \$/kWh
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## Performance Metrics

Capacity Factor	14.3%
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Tyson O'Shea &lt;cbstyson@gmail.com&gt;

## RE: Follow up meeting - Questions - Meridian Solar System

1 message

LeRoy Harvey &lt;harvey@meridian.mi.us&gt;

Fri, Apr 13, 2018 at 1:29 PM

To: "tyson@cbssolar.com" &lt;tyson@cbssolar.com&gt;

Cc: Dan Bacon &lt;dan@aesinspect.com&gt;, "jarred@aesinspect.com" &lt;jarred@aesinspect.com&gt;, Rob Kaercher &lt;rob@aesinspect.com&gt;, Derek Perry &lt;perry@meridian.mi.us&gt;, John Sarver &lt;johnsarver3@gmail.com&gt;, Roger &lt;roger\_eberhardt@hotmail.com&gt;, LeRoy Harvey &lt;harvey@meridian.mi.us&gt;, Denise Green &lt;green@meridian.mi.us&gt;

We are looking forward to meeting with your team at 1pm on Monday. Based upon conversations with staff and our Energy Team, these are some of the questions we'd like to discuss, or at least put on the table... We thought we'd give you this ahead of time.

Price: \$49,995 shows up in the analysis, but the budget adds up to \$49,190. We can subtract taxes (Meridian is tax exempt). If we provide the screen (and use our current monitor in the entranceway), can we save on kiosk costs as well? Where does this put us in terms of cost?

Shading: What might the impact of shading be? Should we consider other locations/ground mount/etc. to reduce shading and possibly even improve public visibility? If we go with a ground-mount, what are potential liability costs?

*we can move to the West Facing Roof - or a Ground Mount would be an option -*

Warranty: The mansard roof is under warranty. The contract mentions that you would normally warranty penetrations that you make (and your flashing system). Is that true?

*we will work with Roofers*

Panels: What are the current panel options? *ANY*

Other Costs: Are there any issues or added costs with architect/engineer approval or is that covered in the proposal?

*We Design our own Systems*

Any other items we'd like to discuss moving forward?

Thanks again and we look forward to meeting with you,

LeRoy



## Performance & Financial Analysis

MERIDIAN TOWNSHIP 5151 Marsh Rd, Okemos MI 48864 517.853.4000

Prepared April 16, 2018 for

**Leroy Harvey**

Recycling Coordinator  
Meridian Township  
5151 Marsh Rd  
Okemos, MI 48864  
Phone: 517-853-4466

**Prepared by Tyson O'Shea**

CBS Solar  
PO Box 67  
16880 Front Street  
Copemish, MI 49625  
Phone: 231-378-2936 | Email: [info@cbssolar.com](mailto:info@cbssolar.com)



## Executive Summary

MERIDIAN TOWNSHIP 5151 Marsh Rd, Okemos MI 48864 517.853.4000

**Electric Utility Savings:** Anticipate savings of approximately \$3,264 in electric bills (8%) at current utility rates in the first year. These savings will grow as electric utility rates rise. The purchase of electric energy (kWh) from your utility is expected to be reduced by 8%.

Over 25 years, annual utility savings should average \$5,387, for a total utility savings of \$134,665. After tax effects are applied, savings average \$3,609 annually or \$90,224 over the system life.

### Annual Performance Summary

Solar Electric (PV) System: 20.16 kW DC (19.555 kW AC) producing 25,120 kWh/Year

#### Purchase Price & Net Cost

**Contract Price: \$47,648**

MACRS Bonus & Straight Line Depreciation: **(\$14,419)(P.V.)**

**Net-Present Cost: \$33,229**

Includes present value (P.V.) of these future cash flows.

#### Financial Ratios

Customer's Profitability Index: 1.3



Cashflow Payback: 11.6 yrs.

Internal Rate of Return (IRR): 8%

Modified IRR (MIRR): 8%

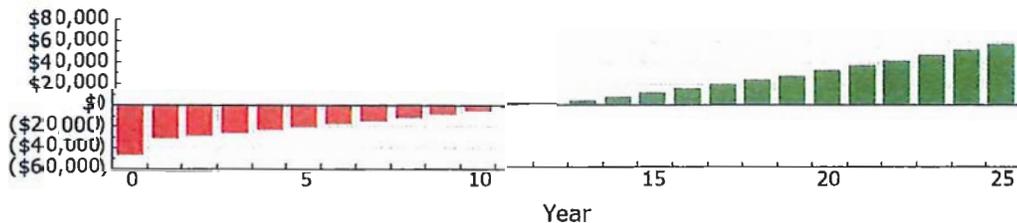
Net Present Value (NPV): \$13,265

Cash Gained over Life: \$58,293

- CO2 Saved over System Life: 515 tons. Equivalent to driving 1,030,000 auto miles

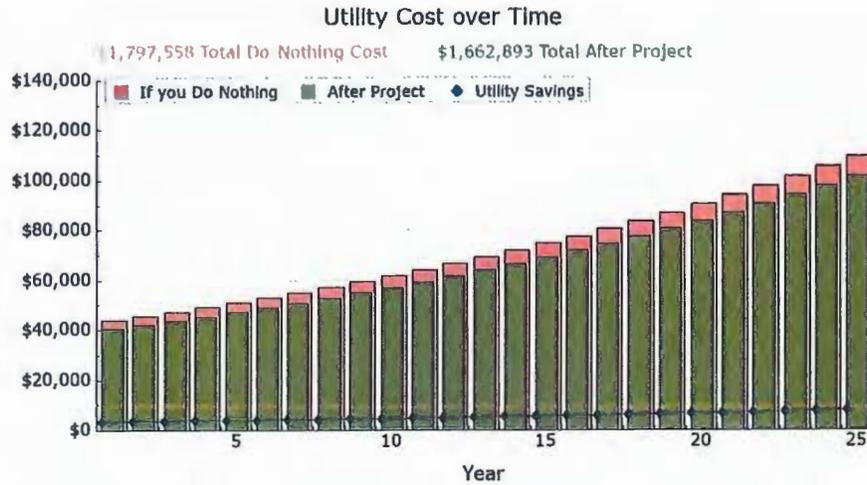
**Finance:** Cash

Cumulative Cash Flow



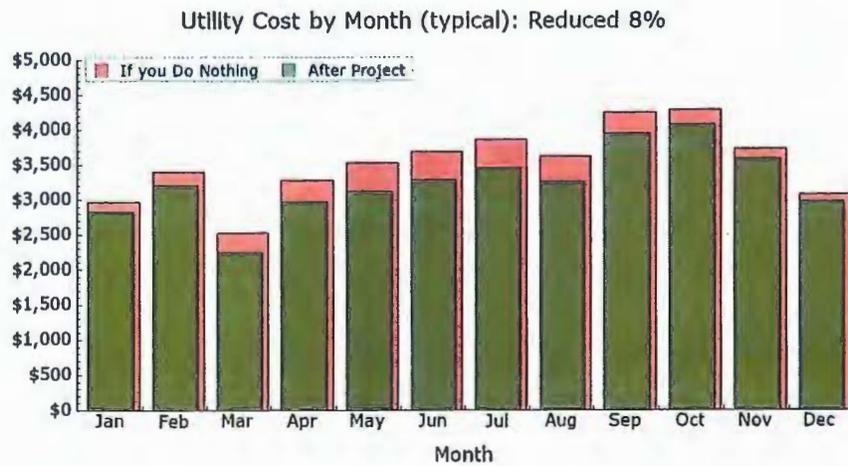


## The Cost of Doing Nothing



Your Hedge Against Utility Inflation: Your investment in this project will protect you from utility rate inflation.

## Utility Cost by Month



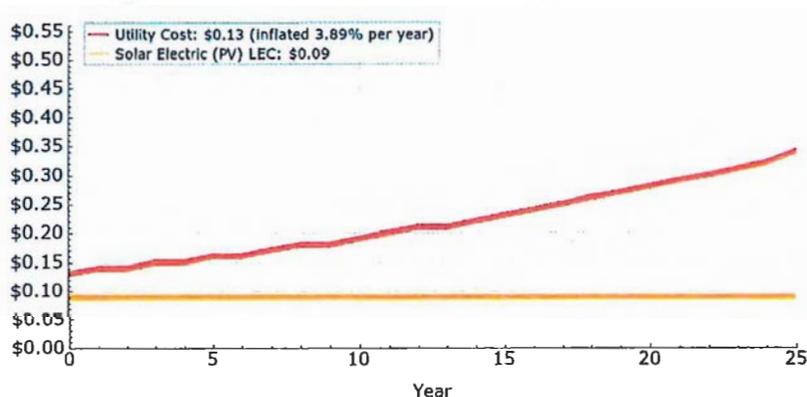


## Levelized Energy Cost (LEC)

Your Hedge Against Utility Inflation: Your investment in this project will protect you from utility rate inflation. Levelized Energy Cost (LEC) analysis provides us with a "hurdle rate" (the levelized energy cost) which can be compared to the expected change in utility rates (by way of utility rate inflation). LEC is the average lifetime cost of energy produced by a particular system. We can compare the LEC to the current utility rate and its expected change in price as time goes on. In this manner one can judge the investment as a "better bet" than utility rates to contain energy costs. Represented below is the average cost of utility energy versus the cost of energy produced (LEC) by your system over time.

### Electric: Levelized Energy Cost (LEC)

\$/kWh: Utility vs. System Levelized Energy Cost (LEC)





## Carbon Footprint

Your carbon footprint will be reduced. Over the life of your system 515 tons of carbon dioxide (CO<sub>2</sub>) will be eliminated from your footprint. Equivalent to:



**Planting 12,000 trees.**



**Driving reduced by 1,030,000 auto miles,  
or 52,530 gallons of gasoline.**



**Recycling 1,627 tons of waste instead of  
sending it to landfill.**



**Displacing CO<sub>2</sub> emissions from the  
annual electric use of 58 homes.**



**501,827 pounds (250.9 tons) of coal  
burned.**

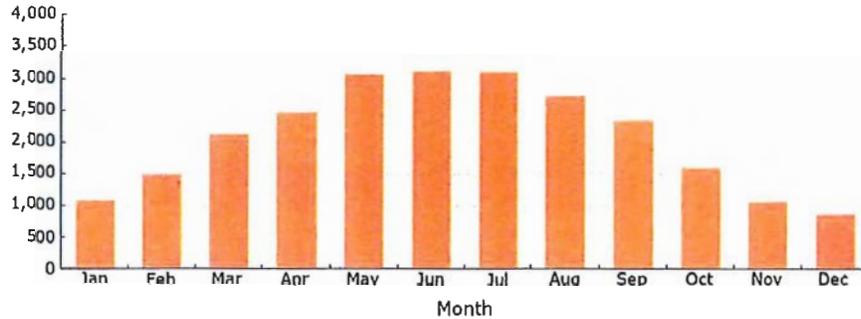


**and you will help avoid the use of up to  
12,560,000 gallons of water by  
Thermoelectric Powerplants.**



## Solar Electric (PV) System Summary

Solar Electric (PV) kWh Production by Month (typical)



Total Panel Area: 1,169 sq-ft

System Peak Power: 20.16 kW DC (19.555 kW AC, 17.936 kW CEC)

Annual Production: 25,120 kWh. Supplying 8% of annual electric use

### PV Panels:

56 x Auxin Solar, Model: AXN6M612T360. Tilt: 10° Azimuth: 180° 3" Air Gap. Shade reduces production: 0%

### Inverters:

2 x SolarEdge Technologies, Model: SE 10000A-US (208V)

### **Contract Price Summary: Solar Electric (PV) System**

**Contract Amount: \$47,648 (\$2.36/watt DC)**

**Net Cost at Install (after incentives): \$47,648**

Net Installed Price per Watt: \$2.36/watt DC (\$2.44/watt AC)

Present Value of Depreciation: \$14,419 (in today's dollars)

**Net-Present Cost: \$33,229**



## Sensitivity Analysis: Utility Rate Inflation Scenarios

Sensitivity Analysis is a process of analyzing possible future events by considering alternative possible outcomes.

The average change in utility rates (inflation) over the system life is perhaps the variable which may most affect the return on your investment. The following table summarizes how utility rate inflation may impact your investment. The project, as quoted, is compared to utility rate inflation that averages -5%, 0% and +5% over the system life.

	<u>As Quoted</u>	<u>-5% Inflation</u>	<u>0% Inflation</u>	<u>+5% Inflation</u>
<b>Total Utility Savings:</b>	\$134,665	\$43,839	\$79,339	\$158,107
<b>Cash Gained over Life:</b>	\$58,293	none	\$21,228	\$73,998
<b>Return on Initial Cash Invested (IRR):</b>	8%	0%	4.2%	9.1%
<b>Wealth Created Over System Life (NPV):</b>	\$13,265	(\$14,476)	(\$3,084)	\$19,927

**Utility Inflation, as Quoted:** Electric Rates: 3.89%



## How to Interpret Financial Ratios and Measures

### A Measure of Security: Cashflow Payback: 11.6 years - 11.6 years (modified)

The most common measure of the security of a proposed investment is its payback, defined as the length of time until one gets one's money back. Cashflow Payback is when cumulative cash flow stays positive for good. Modified Cashflow Payback is when the cumulative cash in-flows exceed the total of all cash out-flows over the system life; future maintenance expenses are accommodated.

### Profitability Index: 1.3

What PI Means: Generally, if  $PI > 1$  then accept the project. If  $PI < 1$  then "qualitative" factors may justify the project.

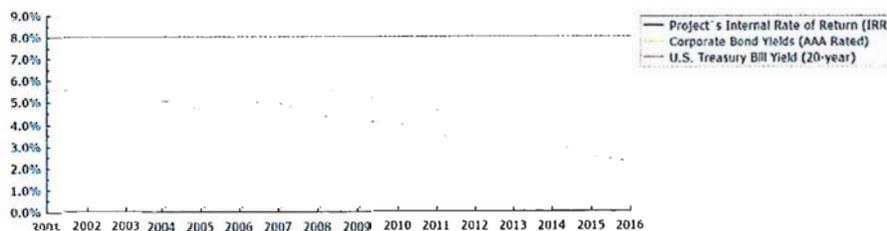
*Profitability Index (PI)* is a measure of investment efficiency. It identifies the relationship of investment to its return. Profitability Index (PI) is calculated as: (Net-Present Value of the Returns plus the Initial Investment) divided by the Initial Investment. For example: \$47,648 is invested and the NPV of the returns is \$13,265, then the  $PI = (\$47,648 + \$13,265) / \$47,648 = 1.3$ , or more generically, for every \$1 invested you received \$1.3 in return.

### Net Present Value (NPV): \$13,265.

What NPV Means: NPV is an indicator of how much value (wealth) an investment adds to the customer. If NPV is positive then the investment would add value. If NPV is zero or negative then other "qualitative" factors may be of adequate value to justify the project (for example, lengthening a swimming pool season). *Net Present Value (NPV)* is one way to account for the time value of money. NPV calculates the current value of each future cash flow. For example, \$1.00 received two years from now is equivalent to something less today, if it can be invested now at some interest rate. This allows us to "discount" the cash flows (whether positive or negative) that the proposed investment is expected to generate at various times in the future back to their equivalent value today (that is, their "present value"). If one then subtracts the cost of the proposed investment from the sum of the present values of the ongoing cash inflows, one obtains the net present value (NPV) of the investment.

### Internal Rate of Return (IRR): 8%

*Internal Rate of Return (IRR)* is a common measure of investment efficiency. Equivalent to the yield to maturity of a bond. The internal rate of return (IRR) is the annualized effective compounded rate of return earned on the invested capital.



**Modified Internal Rate of Return (MIRR): 8%** -- *Modified Internal Rate of Return (MIRR)*, as the name implies, is a modification of the internal rate of return (IRR) and as such aims to resolve some problems with the IRR. First, IRR assumes that positive cash flows are reinvested at the same rate of return as that of the project that generated them. A more likely situation is that the funds will be reinvested at a rate closer to the cost of capital. For determining MIRR, we assumed a finance rate of 5.00% and a reinvestment rate of 8.00%.



## Measures of Predictability: Using "hurdle rates" Levelized Energy Cost (LEC)

### Solar Electric (PV): \$0.09 per kWh

Another dimension of concern about a proposed investment is the predictability of its anticipated costs and returns, which requires measures of the uncertainty associated with them. Levelized Energy Cost (LEC) analysis provides us with a "hurdle rate" (the levelized energy cost). LEC is the average lifetime cost of energy produced by a particular system. We can compare LEC to the current utility rate and its expected change in price as time goes on. In this manner one can judge the investment as a "better bet" than utility rates to contain energy costs.

**Assessing Option Value:** The option value of a proposed investment represents the value of future opportunities that would be made available only if the investment were made. Like the ante in a poker game, the investment may promise no return other than the opportunity to look at the cards being dealt, at which point one can either fold or "exercise the option" by making additional investments in an attempt to win the pot. To realize future value here new investments are not necessarily required to "exercise the options" - ownership is enough. In the case of renewable energy systems in general, there are primarily two opportunities, or options, which may have future value: Property value appreciation, and Renewable energy certificates (RECs or SRECs):

Renewable Energy and/or Carbon Credits or Certificate (REC or SREC): Renewable Energy Certificates (sometimes called "solar renewable energy credits/certificates" - SRECs, S-RECs, or simply RECs) are a new and evolving method to ascribe future financial value to a renewable energy system. RECs represent the bundle of legal rights to the "green" part of each unit of energy produced by a renewable energy system. This green part can be sold for a value, which generates additional revenue for the seller. These certificates can be sold and traded or bartered and the owner of the REC can claim to have purchased renewable energy.



## Utility Energy Summary: Electric

### Electric Utility Rates

<u>Current Rate</u>	<u>Post Project Rate</u>
Fixed Price per unit \$0.1300/kWh	Fixed Price per unit
Average Cost: \$0.13 per kWh	Average Cost: \$0.13 per kWh
Tiered Rate: No	Tiered Rate: No
Time-of-Use Rate: No	Time-of-Use Rate: No
Demand Charges: No	Demand Charges: No

### Summary of Utility & New Source Electricity

Electric by Month (kWh)	Jan	Feb	Mar	Apr	May	Jun	Jul	Aug	Sep	Oct	Nov	Dec	Total
<u>Entered Into Software (Historical)</u>													
Monthly Use	22,840	26,120	19,400	25,240	27,080	28,360	29,680	27,800	32,680	32,920	28,600	23,640	324,360
Historical Cost	\$2,402	\$3,226	\$2,468	\$3,201	\$3,283	\$3,452	\$3,302	\$3,560	\$4,175	\$4,058	\$3,485	\$2,981	\$40,003
<u>Estimated by Software at Current Rates</u>													
Estimated Use	22,840	26,120	19,400	25,240	27,080	28,360	29,680	27,800	32,680	32,920	28,600	23,640	324,360
Current Cost	\$2,969	\$3,396	\$2,522	\$3,281	\$3,520	\$3,687	\$3,858	\$3,814	\$4,248	\$4,280	\$3,718	\$3,073	\$42,166
PV Production	(1,074)	(1,495)	(2,132)	(2,474)	(3,076)	(3,130)	(3,117)	(2,739)	(2,354)	(1,597)	(1,062)	(870)	
Post Project Use	21,766	24,625	17,268	22,766	24,004	25,230	26,563	25,061	30,328	31,323	27,538	22,770	299,240
Post Project Cost	\$2,830	\$3,201	\$2,245	\$2,960	\$3,121	\$3,280	\$3,453	\$3,258	\$3,942	\$4,072	\$3,580	\$2,980	\$38,902
Production Self-Consumption Percent:	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	100%	

Minimum monthly meter fees may apply and are not included in this analysis.



## Cash Flow Details for the System

Cash Flows In Year	0	1	2	3	4
Gross Cost: PV	(47,648)				
<u>Reference:</u> Utility Bill Savings with Inflation Applied	0	3,391	3,514	3,643	3,776
Utility Bill Net Cash Savings after Tax Effects	0	2,272	2,354	2,441	2,530
Federal MACRS Bonus Depreciation Tax Savings	0	13,341	0	0	0
State Straight Line Depreciation Tax Savings	0	99	198	198	198
<b>Net Annual Cash Flow</b>	<b>(47,648)</b>	<b>15,712</b>	<b>2,552</b>	<b>2,639</b>	<b>2,728</b>
Cumulative Cash Flow	(47,648)	(31,936)	(29,384)	(26,745)	(24,017)

Net Annual Cash Flow is the sum of values in gray lines.

Cash Flows In Year	5	6	7	8	9
<u>Reference:</u> Utility Bill Savings with Inflation Applied	3,914	4,057	4,204	4,358	4,516
Utility Bill Net Cash Savings after Tax Effects	2,622	2,718	2,817	2,920	3,026
State Straight Line Depreciation Tax Savings	198	198	198	198	198
<b>Net Annual Cash Flow</b>	<b>2,820</b>	<b>2,916</b>	<b>3,015</b>	<b>3,118</b>	<b>3,224</b>
Cumulative Cash Flow	(21,197)	(18,281)	(15,266)	(12,148)	(8,924)

Cash Flows In Year	10	11	12	13	14
<u>Reference:</u> Utility Bill Savings with Inflation Applied	4,681	4,852	5,029	5,212	5,402
Utility Bill Net Cash Savings after Tax Effects	3,136	3,251	3,369	3,492	3,619
State Straight Line Depreciation Tax Savings	198	198	198	99	0
<b>Net Annual Cash Flow</b>	<b>3,334</b>	<b>3,449</b>	<b>3,567</b>	<b>3,591</b>	<b>3,619</b>
Cumulative Cash Flow	(5,590)	(2,141)	1,426	5,017	8,636

Cash Flows In Year	15	16	17	18	19
<u>Reference:</u> Utility Bill Savings with Inflation Applied	5,599	5,803	6,014	6,233	6,460
Utility Bill Net Cash Savings after Tax Effects	3,751	3,888	4,029	4,176	4,328
<b>Net Annual Cash Flow</b>	<b>3,751</b>	<b>3,888</b>	<b>4,029</b>	<b>4,176</b>	<b>4,328</b>
Cumulative Cash Flow	12,387	16,275	20,304	24,480	28,808



## Cash Flow Details for the System

Cash Flows In Year	20	21	22	23	24
<u>Reference:</u> Utility Bill Savings with Inflation Applied	6,695	6,939	7,191	7,453	7,724
Utility Bill Net Cash Savings after Tax Effects	4,486	4,649	4,818	4,994	5,175
<b>Net Annual Cash Flow</b>	<b>4,486</b>	<b>4,649</b>	<b>4,818</b>	<b>4,994</b>	<b>5,175</b>
Cumulative Cash Flow	33,294	37,943	42,761	47,755	52,930

Cash Flows In Year	25	26	27	28	29
<u>Reference:</u> Utility Bill Savings with Inflation Applied	8,005	0	0	0	0
Utility Bill Net Cash Savings after Tax Effects	5,363	0	0	0	0
<b>Net Annual Cash Flow</b>	<b>5,363</b>	<b>0</b>	<b>0</b>	<b>0</b>	<b>0</b>
Cumulative Cash Flow	58,293	0	0	0	0



## Other Assumptions Used in this Analysis

**Customer Type:** Business/Commercial.

**Tax Effects Applied to Utility Savings:** As a business customer, utility savings will result in lower business expenses (a tax deduction or "write off") for utility services. Therefore we have reduced utility savings by your effective income tax rate (28.00% federal and 5.00% state).

**System Life:** PV System: 25 years. Inverters: 25 years.

**PV System Modeling Variables (PVWatts references):** System Losses: 9.5%, DC-to-AC Ratio: 1.02, Module Type: Premium (high efficiency), Inverter Efficiency: 97.00%.

**Performance Degradation and O&M Costs:** We have assumed performance will degrade by 0.25% per year due to soiling and general wear. Annual operating and maintenance (O&M) costs are inflated 2.86% per year, and are estimated as a percent of gross system price, as follows: Solar Electric (PV): 0.00%.

**Income Tax Rates:** Federal: 28.00%, State: 5.00%

**Annual Inflation Rates:** Consumer price index: 2.86%, Electric Rates: 3.89%

**Energy Metering Type:** Net Metering

**Net Excess Generation (NEG):** Monthly NEG credited at Utility Rate. Monthly NEG may be carried forward to the next month for application to future utility bills. Annual NEG Not sold.

**Discount Rate:** 5.00%. Used to estimate net present value of future cash flows. This is also assumed to be the finance rate, as used to calculate MIRR.

**Reinvestment Rate:** 8.00%. Used to calculate MIRR.

**Depreciation Methods:** Federal: 100% Bonus MACRS Schedule. State: Straight-Line Schedule (12 yr).

Amounts Depreciated by Year	<u>0</u>	<u>1</u>	<u>2</u>	<u>3</u>	<u>4</u>
Federal (\$47,648 total)	\$0	\$47,646	\$0	\$0	\$0
State (\$47,648 total)	\$0	\$1,980	\$3,960	\$3,960	\$3,960
<b>Amounts Depreciated by Year</b>	<b><u>5</u></b>	<b><u>6</u></b>	<b><u>7</u></b>	<b><u>8</u></b>	<b><u>9</u></b>
State	\$3,960	\$3,960	\$3,960	\$3,960	\$3,960
<b>Amounts Depreciated by Year</b>	<b><u>10</u></b>	<b><u>11</u></b>	<b><u>12</u></b>	<b><u>13</u></b>	<b><u>14</u></b>
State	\$3,960	\$3,960	\$3,960	\$1,980	\$0

**Carbon Dioxide (CO2) Calculations:** The following assumptions are used to calculate carbon dioxide (CO2) reductions: Electricity: 1.64 lbs. CO2 per kWh. Natural Gas: 0.12 lbs. CO2 per cubic foot (12 lbs. per Therm). Fuel Oil: 22.29 lbs. CO2 per gallon. Propane: 12.17 lbs. CO2 per gallon. Trees Planted: 0.0429 tons CO2 per Tree planted (23.3 Trees/Ton CO2). Automobiles Saved: 1 lb CO2 per mile for medium passenger car (2,000 Miles/Ton CO2). Gallons Gasoline: 0.009812 tons



CO<sub>2</sub>/gallon (102 Gal/Ton CO<sub>2</sub>). Landfill Tons: 3.16 tons CO<sub>2</sub> per ton of waste recycled instead of landfilled. Single-family Homes (electric use): 8.82 tons CO<sub>2</sub>/home (0.11 Homes/Ton CO<sub>2</sub>). Tons of Coal Burned: 2.0525 lbs. of CO<sub>2</sub> per lb. of Coal (2,000 lbs. per ton). Source: [www.epa.gov/cleanenergy/energy-resources/refs.html](http://www.epa.gov/cleanenergy/energy-resources/refs.html)

**Water used by Thermoelectric Powerplants:** Depending upon the technology used, natural gas and coal power plants withdraw up to 20 gallons of water for every kWh of energy produced and consume (via evaporation) about 0.47 gallons per kWh produced. Sources: <http://nrel.gov/docs/fy04osti/33905.pdf> and <http://www.wri.org/resources/charts-graphs/typical-range-water-withdrawals-and-consumption-thermoelectric-power-plants> which summarizes the Electric Power Research Institute's report *Water & Sustainability (Volume 3): U.S. Water Consumption for Power Production - The Next Half Century*



## Renewable Resources

The following renewable resource assumptions were used to develop estimates for the project location. These are typical values based upon observed data over several decades. Actual values (and system performance) will vary from month to month, and from year to year, in accordance to weather and climate pattern changes.

Weather station referenced: "LANSING CAPITAL CITY ARPT" (Michigan)

### Solar Resources: Flat-Plate, South-facing Tilted at Latitude

Month	<u>Jan</u>	<u>Feb</u>	<u>Mar</u>	<u>Apr</u>	<u>May</u>	<u>Jun</u>	<u>Jul</u>	<u>Aug</u>	<u>Sep</u>	<u>Oct</u>	<u>Nov</u>	<u>Dec</u>
kWh/m <sup>2</sup> /day	2.521	3.409	4.253	4.699	5.262	5.447	5.372	5.06	5.008	3.515	2.577	1.981



**To:** Township Board

**From:** Peter Menser, Principal Planner  
Justin Quagliata, Assistant Planner

**Date:** April 24, 2018

**Re:** Special Use Permit #16051 (New Hope Church), extend special use permit approval for a period of one year.

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The applicant, represented by Foster Swift Collins & Smith PC, submitted a letter dated April 4, 2018 requesting a one year extension of Special Use Permit #16051 (New Hope Church). The special use permit is for the construction of a building totaling more than 25,000 square feet in size (approximately 42,000 square feet) at 2170 Saginaw Highway, East Lansing, located at the northeast corner of Saginaw Highway (M-78) and Newton Road. The special use permit was approved by the Township Board on June 7, 2016 for a period of two years, which expires on June 7, 2018. The applicant is requesting a one year extension of the special use permit to June 7, 2019.

Section 86-128(f) provides criteria for deciding an extension of a special use permit. The ordinance requires that the extension shall be granted if it meets all three of the following criteria:

1. The applicant has failed to begin construction within the required time period due to circumstances outside of the applicant's control.
2. The project continues to be consistent with the special use permit review criteria.
3. The project remains conforming to all requirements of the previously approved special use permit.

A site plan review application was received by the Township on April 19, 2018. The submitted plans indicate the church has been reduced in size to 29,070 square feet. Additionally, there have been no changes in the area surrounding the project or changes to the zoning ordinance since the original special use permit was approved that would affect the project. If an extension is granted, all construction related to the special use permit must be completed within 48 months from the effective date of the special use permit.

### **Township Board Options**

The Township Board has the option to approve, approve with modifications, or deny the special use permit extension request. If the extension is denied, the applicant must resubmit the special use permit. A resolution will be provided at a future meeting.

**Special Use Permit #16051 (New Hope Church)**  
**Township Board (5/01/18)**  
**Page 2**

**Attachments**

1. Letter from Steven L. Owen requesting extension, dated April 4, 2018
2. Special Use Permit #16051 approval letter dated June 8, 2016
3. Special Use Permit plan, approved by the Township Board June 7, 2016
4. Submitted site plan, received April 19, 2018

G:\Community Planning & Development\Planning\SPECIAL USE PERMITS (SUP)\2016\SUP 16051 (New Hope Church)\2018 extension\SUP 16051 ext.tb1.doc

**Lansing**  
313 S. Washington Square  
Lansing MI 48933

**Southfield**  
28411 Northwestern Highway, Suite 500  
Southfield MI 48034

**Grand Rapids**  
1700 E. Beltline NE – Suite 200  
Grand Rapids MI 49525

**Detroit**  
333 W. Fort Street – Suite 1400  
Detroit MI 48226

**Holland**  
151 Central Avenue – Suite 260  
Holland MI 49423

**St. Joseph**  
728 Pleasant Street – Suite 204  
St. Joseph MI 49085

Walter S. Foster  
1878-1961  
Richard B. Foster  
1908-1996  
Theodore W. Swift  
1928-2000  
John L. Collins  
1926-2001

Stephen J. Lowney  
Jean G. Shtokal  
Brian G. Goodenough  
Matt G. Hrebec  
Nancy L. Kahn  
Deanna Swisher  
Thomas R. Meagher  
Douglas A. Mielock  
Scott A. Chernich  
Paul J. Millenbach  
Dirk H. Beckwith  
Brian J. Renaud  
Bruce A. Vande Yusse  
Lynwood P. VandenBosch  
Lawrence Korolewicz  
James B. Doezeema  
Anne M. Seuryneck  
Richard L. Hillman  
Steven L. Owen  
John P. Nicolucci

Michael D. Homier  
David M. Lick  
Scott H. Hogan  
Richard C. Kraus  
Benjamin J. Price  
Frank T. Mamat  
Michael R. Blum  
Jonathan J. David  
Frank H. Reynolds  
Pamela C. Dausman  
Andrew C. Vredenburg  
John M. Kamins  
Jack A. Siebers  
Julie I. Fershtman  
Todd W. Hoppe  
Jennifer B. Van Regenmorter  
Thomas R. TerMaat  
Frederick D. Dilley  
David R. Russell  
Zachary W. Behler

Joshua K. Richardson  
Joel C. Farrar  
Laura J. Genovich  
Liza C. Moore  
Karl W. Butterer, Jr.  
Lisa J. Hamameh  
Mindi M. Johnson  
Ray H. Littleton, II  
Frank J. DeFrancesco  
Jack L. Van Coevering  
Barbra E. Homier  
Anna K. Gibson  
Patricia J. Scott  
Nicholas M. Oertel  
Alicia W. Birach  
Adam A. Fadly  
Michael J. Liddane  
Glen A. Schmiede  
Gübert W. Frimmet  
Mark J. Colon

Paul D. Yared  
Ryan E. Lamb  
Stephen W. Smith  
Clifford L. Hammond  
Brett R. Schlender  
Drew L. Block  
Mathew S. Fedor  
Nicolas Camargo  
Trevor J. Weston  
Liam K. Healy  
John W. Mashni  
Allison M. Collins  
Leslie A. Dickinson  
Julie L. Hamlet  
Michael C. Zahrt  
Taylor A. Gast  
Rachel G. Olney  
Tyler J. Olney  
Mark J. DeLuca  
Stefania Gismondi

Thomas K. Dillon  
Robert A. Easterly  
Katila L. Howard  
Ryan S. Mills  
David S. Nows  
Donsbur L. Oliver  
Robert A. Hamor  
Michael A. Cassar  
Hilary J. McDaniel  
Toufic R. Saati  
Emily R. Wisniewski

Webb A. Smith  
Allan J. Claypool  
Gary J. McRay  
Stephen I. Jurmu  
Scott A. Storey  
Charles A. Janssen  
Charles E. Barbieri  
James B. Jensen, Jr  
Scott L. Mandel  
Michael D. Sanders  
Brent A. Titus

Writer's Direct Phone: 517.371.8282

Fax: 517.367.7382

Reply To: Lansing

E-Mail: [SOwen@fosterswift.com](mailto:SOwen@fosterswift.com)

April 4, 2018

*Email and First Class Mail*

Mark Kieselbach  
Director of Community Planning and Development  
Charter Township of Meridian  
5151 Marsh Road  
Okemos, MI 48864-1198

Dear Mr. Kieselbach:

Re: Request for Extension of Special Use Permit #16051 (New Hope Church)

Our law firm represents New Hope Church of Haslett. By this correspondence, the Church respectfully requests an extension of Special Use Permit #16051 for an additional twelve months, commencing June 8, 2018.

As required by Township Code of Ordinances Section 86-128(f)(2), the Church represents the following:

- a. Raising of funds for construction of the Church facility has been ongoing since shortly after the Special Use Permit was granted, and the Church has now reached a predetermined milestone in gifts and pledges to allow the Church to begin construction. The necessary funds were not available prior to this time, and therefore the Church did not commence construction during the two-year period following issuance of the Special Use Permit.
- b. The construction project continues to be consistent with the Special Use Permit review criteria listed in Township Code of Ordinances Section 86-126, as will be evidenced by

Mark Kieselbach  
April 4, 2018  
Page 2

documents to be provided to the Township in the next ten days in support of final site plan approval.

- c. The construction project remains conforming to all requirements of the previously approved Special Use Permit. The Church building as proposed in the application for Special Use Permit was 42,000 sq. ft. based on floor plans and elevations prepared by Hobbs + Black Architects dated March 15, 2016. The documents to be submitted for final site plan approval will show the building has been reduced in size to 29,070 sq. ft., and the floor plans and elevation plans have been revised by the current project architects, Mayotte Group, to reflect the reduced size of the building and the allocation of space to meet the current needs of the Church.

Thank you for your attention to this matter. If you require any additional information, please do not hesitate to contact the undersigned. We look forward to your advice of the decision in response to this request.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC



Steven L. Owen  
SLO:SAE

cc: Michael S. Bristor, Building Planning Team, Chairman

# CHARTER TOWNSHIP OF MERIDIAN

Elizabeth Ann LeGoff    Supervisor  
Brett Dreyfus            Clerk  
Julie Brixie                Treasurer  
Frank L. Walsh            Manager



Milton L. Scales            Trustee  
Ronald J. Styka            Trustee  
John Veenstra              Trustee  
Angela Wilson              Trustee

June 8, 2016

Gary M. Post  
New Hope Church  
1340 Haslett Road  
Haslett, MI 48840

**RE: Special Use Permit #16051 (New Hope Church)**

Dear Mr. Post:

The Township Board, at its regular meeting held on June 7, 2016, voted to approve Special Use Permit #16051 for a church building totaling more than 25,000 square feet (approximately 42,000 square feet). The 13.51 acre site is on the northeast corner of Saginaw Highway and Newton Road, currently addressed as 6322 Newton Road. Approval of Special Use Permit #16051 was subject to the following conditions:

1. Approval of the special use permit is in accordance with site plans prepared by KEBS, Inc. dated March 18, 2016; and floor plans and elevation plans prepared by Hobbs+Black Architects dated March 15, 2016, subject to revisions as required.
2. Every attempt shall be made to preserve healthy, mature trees measuring 12" dbh (diameter at breast height) or greater. No trees shall be removed from the site until Site Plan Review approval has been granted.
3. Approval of SUP #16051 is granted provided Due Care obligations associated with environmentally contaminated areas of the site comply with State of Michigan requirements to ensure existing contamination does not cause unacceptable risks and is not exacerbated.
4. Street trees shall be provided along the Saginaw Highway and Newton Road frontages of the site.
5. The final site plan, landscape plan, building elevations, building materials and colors, shall be subject to the approval of the Director of Community Planning and Development.
6. The trash dumpster shall be enclosed on four sides; three sides of the enclosure shall be constructed with products to match the building.
7. All mechanical, heating, ventilation, air conditioning, generators, and similar systems shall be screened from view by an opaque structure or landscape material selected to

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

[www.meridian.mi.us](http://www.meridian.mi.us)



Gary M. Post  
Special Use Permit #16051  
June 8, 2016  
Page 2

- complement the building. Such screening is subject to approval by the Director of Community Planning and Development.
8. Site and building lighting shall comply with Article VII in Chapter 38 of the Code of Ordinances and shall be subject to the approval of the Director of Community Planning and Development. LED lighting shall be used where feasible.
  9. Final utility, grading; and storm drainage plans for the site shall be subject to the approval of the Director of Public Works and Engineering and shall be completed in accordance with the Township Engineering Design and Construction Standards.
  10. The applicant shall obtain all necessary permits, licenses and approvals from the Michigan Department of Environmental Quality (MDEQ), the Ingham County Drain Commissioner, Michigan Department of Transportation, Ingham County Road Department, and the Township. Copies of all permits, licenses, and approvals shall be submitted to the Department of Community Planning & Development.
  11. Copies of the site plan information and construction plans for the project that exist in an AutoCAD compatible format shall be provided to the Township Engineering staff.
  12. Any future expansion of the church shall require a modification to Special Use Permit #16051.

As is customary, this letter shall act as the permit for the special use. The special use or construction related to the special use must commence within 24 months after the effective date of the special use permit or the permit shall be void unless an extension is requested in writing prior to the expiration date. One extension may be granted for a period not to exceed 12 months from the expiration date of the special use permit. All construction related to the special use must be completed within 36 months from the effective date of the special use permit unless an extension has been granted then all construction related to the special use permit must be completed within 48 months from the effective date of the special use permit. The effective date for Special Use Permit #15101 is June 7, 2016, the date the Board approved the special use permit. If you have any questions regarding this matter, please contact me.

Sincerely,



Mark Kieselbach  
Director of Community Planning and Development

cc: Derek Perry, Director of Public Works and Engineering  
John Heckaman, Chief Building Inspector



