



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD – REGULAR MEETING
June 3, 2025 6:00 PM

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS
5. TOWNSHIP MANAGER REPORT
6. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS
7. APPROVAL OF AGENDA
8. CONSENT AGENDA
 - A. Communications
 - B. Minutes-May 20, 2025 Regular Township Board Meeting
 - C. Bills
 - D. Corridor Improvement Authority Annual Report
 - E. Resolution in Support of Juneteenth
 - F. Resolution in Support of Flag Day
 - G. Health Savings Account Contribution Budget Amendment
 - H. Zoning Board of Appeals Appointment
 - I. MTA Scholarship Application
 - J. Brownfield Redevelopment Application Fee Schedule Resolution
9. ACTION ITEMS
 - A. Ordinance 2025-04-Parking Ordinance Updates-Introduction
 - B. Progressive Companies Design Services Contract
 - C. Ordinance 2025-05 – Franchise Agreement with the Lansing Board of Water and Light – Introduction
10. BOARD DISCUSSION ITEMS
 - A. Township Board Liaison to the East Lansing-Meridian Water & Sewer Authority Board of Trustees
 - B. Comcast Local Franchise Agreement Renewal
11. COMMENTS FROM THE PUBLIC
12. OTHER MATTERS AND BOARD MEMBER COMMENTS
13. ADJOURNMENT

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

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

Providing a safe and welcoming, sustainable, prime community.



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8.A

**CONSENT AGENDA
BOARD
COMMUNICATIONS**

From: [REDACTED]
To: [REDACTED]
Cc: [Board](#)
Subject: Re: Objections to the repeated display of a racist symbol by Meridian Township Police department
Date: Friday, May 16, 2025 6:50:16 PM
Attachments: [Outlook-twbnxaoz.png](#)

Some people who received this message don't often get email from [REDACTED]

Chief Grillo,

I hear you regarding that the "Thin Blue Line" symbol was used prior to the racist connotations that it took on, but I would also challenge you to show me broad public, casual display of that symbol, including in our community, prior to it taking on its racist connotations in response to the Black Lives Matter movement.

That said, I appreciate the town's quick response to me raising my concerns. That response is not trivial. It does speak to the town's and your department's commitment to strive to represent and serve our entire community, and that is much appreciated. I am grateful for the service of all our public employees, not the least those that protect our community and we should find ways to celebrate that service and properly memorialize those who make the ultimate sacrifice in service to our community (and country).

Thank you for your service and consideration.

Sincerely,

Brendan Watson

On Fri, May 16, 2025 at 11:49 AM Richard Grillo [REDACTED] wrote:

Good morning Mr. Watson,

Thank you for reaching out. Please know, I read your email on Wednesday and we immediately removed the post from our facebook page. Though I don't entirely agree with the assumptions that the thin blue line flag is a symbol of racism, I understand that it is interpreted that way and the last thing I want to do is offend anyone or make anyone feel uncomfortable. Unfortunately, a symbol that was used in law enforcement for many years prior to what is listed in the Wikipedia article you cited has been taken away from the law enforcement community.

We will be more sensitive about this in the future.

Thank you,

Chief Rick Grillo
Meridian Township Police Department
[REDACTED]



From: Brendan Watson <[REDACTED]>
Sent: Wednesday, May 14, 2025 3:26 PM
To: Richard Grillo [REDACTED]
Subject: Fwd: Objections to the repeated display of a racist symbol by Meridian Township Police department

You don't often get email from [REDACTED]

Dear Chief Grillo,

I am writing to object to the offensive display of an overtly racist and anti-American symbol by the Meridian Township police department. In addition to the attached Facebook post, images are repeatedly shared on the department's Facebook page with the overtly racist "Thin Blue Line" flag displayed in the department's headquarters.

Let me start by saying, I support the dedicated men and women who serve our communities honorably as law enforcement officers. I believe wholeheartedly we should celebrate their dedicated service and memorialize those law enforcement officers who have tragically lost their lives in service to our communities. I do not take exception to that.

However, at the same time we need to realize that the "Thin Blue Line" flag, whether intentionally or due to being co-opted with those with less than civically-minded, honorable intentions, has become imbued with overtly racist meaning. And we should be able to also come together to recognize and condemn those racist intentions and agree that the "Thin Blue Flag" should not be officially flown or displayed anywhere by the township. This "flag" did not grow in prominence until it was used as a racist, White nationalist rebuttal to the Black Lives Matter racial justice movement and has since been repeatedly flown in right-wing, White nationalist rallies, including the January 6 riots on our nation's capital. There [is a good summary of the flag's history, its meaning, and racist intentions \(including, why various cities and police departments have banned its display\) here.](#)

You don't even have to agree that the "Blue Line" flag is overtly racist to be able to understand and appreciate why the flag would be offensive to many of the township's residents and why its repeated and casual display should be an affront to the idea that the police department should serve our *entire* community honorably.

I do not necessarily think that a city ban on the flag is necessary. But I would hope that you and/or the township's board could have a productive conversation with leadership from the police department to explain why the flag is viewed by many as an offensive, overtly racist symbol and why its display - and especially a casual display in official departmental channels of communication - is extremely inappropriate and unbecoming for the township's police department.

Sincerely,

Brendan Watson

P.S. I shared the same concern with the township's board.

From: [REDACTED]
To: [REDACTED]; [Board](#)
Subject: Re: Safety between new trails
Date: Saturday, May 24, 2025 11:05:07 AM

Some people who received this message don't often get email from [REDACTED]

Thank you very much for your prompt and helpful response, Scott. I was not aware that Grand River Ave. is controlled entirely by the state.

I have forwarded this inquiry to Mark Polsdofer, a friend and township resident, to see what kind of advocacy might be possible at the state level.

Mike

From: Scott Hendrickson <[REDACTED]>
Date: Saturday, May 24, 2025 at 10:53 AM
To: Michael Callahan <[REDACTED]>, Board <Board@meridian.mi.us>
Subject: Re: Safety between new trails

Good Morning Michael,

Thank your for your email.

The Township Board fully understands where you are coming from and we agree that we would like to address the crossing as best we can. At the moment, our staff is exploring with MDOT the possibility of adding additional safety measures that include pedestrian signs with flashing lights, the on-demand traffic light that you mentioned, and a reconfiguring of the intersection at Park Lake and Grand River to allow a more direct crossing at the existing traffic light.

The challenge will be that we do not control this road, or any of the measures put in place there, as Grand River is a state trunk line that falls under the purview of the Michigan Department of Transportation. While we can advocate for additional measures (and we are and will continue to do) ultimately it is the State department that is responsible for making that decision.

The safety of our residents is of paramount concern to us, make no mistake. We will continue to advocate for their safety so that we can find a solution that makes that crossing much safer.

In the meantime, if you are feeling uncomfortable crossing at the pedestrian island, you certainly can cross at Park Lake and Grand River (despite it requiring crossing the road west, north, then east. The extra few minutes may be worth it for the additional safety.

Please feel free to contact us again if you have any additional concerns.

Thank you again.

Scott Hendrickson

Supervisor, Meridian Township

[REDACTED]

5151 Marsh Road | Okemos, MI 48864



From: Michael Callahan [REDACTED] >
Sent: Saturday, May 24, 2025 10:39 AM
To: Board <Board@meridian.mi.us>
Subject: Safety between new trails

S [REDACTED] email from [REDACTED]

Dear Meridian Township Board,

I urge you to consider a safer solution to the intersection between the new paved trails and Grand River Avenue at the Campus Hill apartments. The new trails are wonderful for walking, running, and biking, but the crossing at Grand River is severely unsafe. Given the speed of traffic on the road, as well as the limited line of sight due to the inclined bridge over the train tracks, the yellow sign and small median offer insufficient protection to vulnerable pedestrians and cyclists needing to cross the road.

The ideal solution would be an on-demand stoplight, which would remain green except when a red light is activated by pressing a crossing button on either side of Grand River Avenue. A cautionary flashing light on the eastbound side of the

road immediately east of the Park Lake intersection would notify motorists to stop.

A different solution would be a raised pedestrian walkway that crosses above the two sides of Grand River, with ramps on both sides to allow accessibility for wheelchairs and walked bicycles.

The horrible hit-and-run accident that happened earlier this spring is the most visible evidence of this need for a safer solution, but it is not my only reason for writing. I have personally been part of several close calls when crossing at that location, both as a pedestrian and as a motorist.

Thank you.

Michael Callahan

, Okemos

From: [REDACTED]
To: [Board](#)
Subject: Senior/Community Center
Date: Wednesday, May 28, 2025 10:28:16 AM
Attachments: [image.png](#)

Some people who received this message don't often get email from [REDACTED]

Dear Treasurer Deshaine, Clerk Demas, and Trustee Sutherland,

I want to express my gratitude for your 'no' vote to advance a 43m+ millage. As expressed during the May 8th meeting, the economic uncertainty is very real, particularly for our community in Meridian Township as a vast number of residents work for or with Michigan State University. As you are aware, the university is facing significant funding cuts, without an end in sight. The ability to stay in my home if I lose my job with the university is my number one priority- the least of which will be possible with an increase in my property tax.

Unfortunately, the conversation around putting the millage on the ballot has turned into a virtue signaling conversation- if you are 'for' the millage, you are pro-senior, and if you are opposed to the millage, you are somehow against seniors in our community. It is very possible, and very likely, that one can believe seniors are a vital part of our community while also not seeing the feasibility and viability of saddling ourselves and future generations with a property tax increase based on a hypothetical needs assessment for 'meeting rooms' and 'gym space'.

Thank you for considering the residents who voiced opposition to this process at the May 8th meeting. I listened to the meeting live, and then read the draft meeting minutes. Incredibly, all of those who showed up to speak were opposed, and yet for some reason- perhaps ego? legacy?- other trustees voted against the will of the body.

4. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Hendrickson opened Public Comment at 6:01 pm

Gaylord Mankowski spoke regarding Santas First Responders.

Jeff Kessner opposed Joint Senior/Community Center.

Larry Ezzo opposed Joint Senior/Community Center.

Beth Bechtel opposed Joint Senior/Community Center.

Heidi Doherty opposed Joint Senior/Community Center.

Steve Vagnozzi opposed Joint Senior/Community Center.

Kris Kloc opposed Joint Senior/Community Center.

David Kloc opposed Joint Senior/Community Center.

Page 1

Neil Bowlby opposed Joint Senior/Community Center.

Dave Batten opposed Joint Senior/Community Center.

Joe Fox opposed Joint Senior/Community Center.

Timothy Zeigler opposed Joint Senior/Community Center.

Nathaniel Marriott opposed Joint Senior/Community Center.

Stacey Tadgerson opposed Joint Senior/Community Center.

Barbara O'Kelley opposed Joint Senior/Community Center.

Ciney Rich opposed Joint Senior/Community Center.

Closed public comment at 6:29 pm

Thank you for representing the best interest of township residents and the township's financial stability.

Erica Phillipich



FOR IMMEDIATE RELEASE
May 19, 2025

CONTACT: Courtney Wisinski, Parks and Recreation Director
517.853.4600 | wisinski@meridian.mi.us

Meridian Township Celebrates 3rd Annual Meridian Pride Event
Family-Friendly Celebration for the Entire Community

MERIDIAN TOWNSHIP, Mich. – To recognize, honor, and bring together the Township’s diverse LGBTQIA+ community, Meridian Township will host its 3rd annual Meridian Pride event on Saturday, May 31, from 5:00 pm to 10:00 pm at the Marketplace on the Green Pavilion (1995 Central Park Drive, Okemos, MI).

This event is free and open to the public. Free parking will be available in the Meridian Mall parking lot.

Meridian Pride Schedule:

- 5:00 pm – 7:00 pm | Entertainment Provided by Time Traveling DJs
- 7:00 pm – 8:00 pm | Family-Friendly Drag Performance
- 8:00 pm – 10:00 pm | Live Music Performed by JP & The Energy
- 5:00 pm – 10:00 pm | Food Vendors (From Scratch Food Truck and Get Loaded Food Truck)
- 5:00 pm – 10:00 pm | Beer Garden
 - Must be 21 years of age or older to purchase drink tickets.
- 5:00 pm – 10:00 pm | Art Vendors and Advocacy Resources
- 5:00 pm – 10:00 pm | Capital Area District Libraries (CADL) Arts & Crafts, Book Check-Outs, and Library Card Sign Up

For more information, please visit www.meridian.mi.us/MeridianPride. For questions, please contact the Meridian Township Parks and Recreation Department at 517.853.4600 or parks@meridian.mi.us.

Meridian Pride is made possible through the support of Meridian Township’s 2025 event sponsors. Sponsors include: Capital Area Transportation Authority (CATA), American House Meridian, AC&E Rentals, Doc’s Automotive, Fahey Schultz Burzych Rhodes PLC, The Meridian Company, Playmakers, CBL Properties, Club Pilates, Culver’s of Okemos and DeWitt, Fast Eddie’s Car Wash & Oil Change, Graff Chevrolet Okemos, Hammond Farms, Meijer, Eyde Development, The Harkness Law Firm, PLLC, Independent Bank, Midwest Power Equipment, MSUFCU, Retractable Solutions, and School of Rock East Lansing.

Meridian Pride is also made possible through a media partnership with WLNS, WLAI, and CW-5.

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



FOR IMMEDIATE RELEASE
May 29, 2025

CONTACT: Rick Grillo, Chief
517.853.4800 | grillo@meridian.mi.us

Meridian Township Police Investigate False Report of Active Violence

There is no threat to the public or anyone at Okemos High school

MERIDIAN TOWNSHIP, MI – On Thursday May 29, 2025, at approximately 10:10 a.m., Meridian Township Police were dispatched to Okemos High School for a report of a possible armed subject outside of the school. The school was immediately placed on lockdown and responding units arrived within minutes. Responding officers cleared the interior of the school and determined there was no threat. Once the area was determined to be safe, classes resumed.

The Meridian Township Police Department received assistance at the scene from the East Lansing Police Department, the Michigan State University Department of Police and Public Safety, the Ingham County Sheriff's Office, the Williamston Police Department, Meridian Township Fire Department and the Michigan State Police.

The investigation into this incident is ongoing. Anyone who has information regarding this incident, the vehicle, or the driver is urged to contact the Meridian Township Police Department at **517.853.4800**. Information can also be directed to Detective Sergeant Brian Canen at canen@meridian.mi.us, or an anonymous tip can be submitted through the Department's social media platforms.

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FOR IMMEDIATE RELEASE
May 21, 2025

CONTACT: Angela Demas, Township Clerk
517.853.4304 | demas@meridian.mi.us

Meridian Township Continues Tradition of Honoring Fallen U.S. Service Members

Memorial Day Service to Take Place at Glendale Cemetery on May 26

Meridian Township, MI – Meridian Township continues its tradition of honoring and remembering those who lost their lives while serving in the military.

The 31st Annual Memorial Day Service will take place on Monday, May 26, at 11:00 am at Glendale Cemetery (2500 Mount Hope Road, Okemos). This event is free and open to the public.

During the service, the Meridian Community Band will perform tribute selections, and the color guard will be led by local Scout troops. Special presentations will also be given by Rob Springer, a Vietnam veteran, and Reverend Trevor Sutton from St. Luke Lutheran Church.

“For Memorial Day, we honor those whose lives were taken fighting for our freedoms and recognize all they have done for our country,” stated Meridian Township Clerk Angela Demas. “On this sacred day, I remember my late great-grandfather who fought in WWII. I am so grateful for him, as well as all the great men and women who made the ultimate sacrifice.”

For any questions, please contact the Meridian Township Clerk’s Office at 517.853.4300 or clerksoffice@meridian.mi.us.

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CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY

MEETING NOTICE: ELECTION COMMISSION

FRIDAY, MAY 30, 2025

**CHARTER TOWNSHIP OF MERIDIAN
LEGAL NOTICE
Election Commission Meeting**

The Charter Township of Meridian Election Commission will conduct its organizational meeting on Friday, May 30 at 2:00 pm at the Meridian Township Municipal Building located at 5151 Marsh Rd., Okemos, Michigan 48864.

The Election Commission will meet for the purpose of establishing an early voting site, authorizing an absent voter counting board, and moving and establishing polling places.

Publish:

**City Pulse
May 28, 2025**

**Angela Demas
Township Clerk**

1 Affidavit, please



CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY

LEGAL AD NOTICE: TOWNSHIP BOARD

TUESDAY, JUNE 3, 2025

**CHARTER TOWNSHIP OF MERIDIAN
LEGAL NOTICE**

2025 TOWNSHIP BOARD SPECIAL MEETING - JUNE 3, 2025

The Charter Township of Meridian Township Board will be holding a special meeting on June 3, 2025, at 5:00 pm. The purpose of the meeting is to discuss Township Board goals.

Publish:

**City Pulse
May 28, 2025**

**Angela Demas
Township Clerk**

1 Affidavit, please



CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY

**LEGAL AD NOTICE: Variance Request 25-04
2952 Footman Drive**

WEDNESDAY, June 18, 2025

**CHARTER TOWNSHIP OF MERIDIAN
LEGAL NOTICE
Variance Request 25-04
2952 Footman Drive
Public Hearing**

Notice is hereby given that the Zoning Board of Appeals of the Charter Township of Meridian will hold a public hearing on Wednesday, June 18, 2025 at 6:30 p.m. in the Meridian Municipal Building, Town Hall Room, 5151 Marsh Road, Okemos, MI, 48864 (phone 517.853.4560) to hear all persons interested in a variance request from David & Luanne Price. The applicant is proposing to construct a three seasons room in the rear yard setback at 2952 Footman Drive. The subject site is zoned RA, Single-Family.

Information may be examined at the Department of Community Planning and Development, 5151 Marsh Road, Okemos, Michigan 48864-1198, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Written comments may be sent prior to the public hearing to the Zoning Board of Appeals, Charter Township of Meridian, 5151 Marsh Road, Okemos, Michigan, 48864, or by email to chapman@meridian.mi.us, or at the public hearing.

**Publish: City Pulse
May 28, 2025**

**Angela Demas
Township Clerk**

1 Affidavit, please



CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY

**LEGAL AD NOTICE: Variance Request 25-05
1942 Wilder Ct.**

WEDNESDAY, June 18, 2025

**CHARTER TOWNSHIP OF MERIDIAN
LEGAL NOTICE
Variance Request 25-05
1942 Wilder Court
Public Hearing**

Notice is hereby given that the Zoning Board of Appeals of the Charter Township of Meridian will hold a public hearing on Wednesday, June 18, 2025 at 6:30 p.m. in the Meridian Municipal Building, Town Hall Room, 5151 Marsh Road, Okemos, MI, 48864 (phone 517.853.4560) to hear all persons interested in a variance request from Robert Filter. The applicant is proposing to construct a carport that does not meet the side yard setback at 1942 Wilder Court. The subject site is zoned RB, Single-Family.

Information may be examined at the Department of Community Planning and Development, 5151 Marsh Road, Okemos, Michigan 48864-1198, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday. Written comments may be sent prior to the public hearing to the Zoning Board of Appeals, Charter Township of Meridian, 5151 Marsh Road, Okemos, Michigan, 48864, or by email to chapman@meridian.mi.us, or at the public hearing.

**Publish: City Pulse
May 28, 2025**

**Angela Demas
Township Clerk**

1 Affidavit, please



CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY

LEGAL AD NOTICE: TOWNSHIP BOARD

CHARTER TOWNSHIP OF MERIDIAN
LEGAL NOTICE

TOWNSHIP BOARD LISTENING SESSIONS

The Charter Township of Meridian Township Board will be holding three community listening sessions from 6:00pm-7:30pm. The purpose of the meetings is to receive public input.

Listening Session Dates and Locations:

- **Tuesday, June 10**
 - 6:00 pm – 7:30 pm at Central Park Pavilion (5151 Marsh Road, Okemos)
 - *In the event of inclement weather, the listening session will be held in the Town Hall Room of the Meridian Township Municipal Building (5151 Marsh Road, Okemos)*
- **Tuesday, September 30**
 - 6:00 pm – 7:30 pm at St. Luke Lutheran Church – Fellowship Center (5589 Van Atta Road, Haslett)
- **Thursday, November 13**
 - 6:00 pm – 7:30 pm at 2|42 Community Center (2630 Bennett Road, Okemos)

Publish: City Pulse
June 4, 2025

Angela Demas
Township Clerk

1 Affidavit, please

**2025 ORDER TO MAINTAIN SIDEWALK
SPECIAL ASSESSMENT DISTRICT #21**

NOTICE OF PUBLIC HEARING

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

Bird Strawberry Farm Estates: Lot 33. **Bird Strawberry Farm Estates #2:** Lot 68. **Bird Strawberry Farm Estates #3:** Lots 79, 80, 82, 83, 87, 92, 93, 99, 103, 104, 109, 111. **690 Piper Road:** COM @ THE N 1/4 COR SEC 13 -S 89 DEG 50'39" W ON N SEC LN 1319.62 FT -S 0 DEG 17'33" W ALONG THE W LN OF E 1/2 OF NW 1/4 754.61 FT TO C/L PIPER RD -S 73 DEG 44'07" E ON C/L 390.55 FT TO THE POB -N 16 DEG 15'53" E 233 FT -S 73 DEG 44'07" E 200 FT -S 16 DEG 15'53" W 233 FT -N 73 DEG 44'07" W ON C/L RD 200 FT TO POB, SEC 13 T4NR1W 1.07 AC M/L. **Chippewa Woods:** Lots 4, 7, 27, 28. **Chippewa Woods #2:** Lots 37, 57, LOT 39, & THE SW'LY 10 FT. OF LOT 38, CHIPPEWA WOODS NO. 2 SUB. SEC. 11 T4NR1W. **Country Green:** Lot 14. **Country Place:** Lots 6, 7, 14. **Country Place #2:** Lots 40, 47. **Country Place #3:** Lot 72, LOT 54 COUNTRY PLACE SUBDIVISION #3, ALSO A PART OF LOT 53 COUNTRY PLACE SUB #2 DESC AS BEG @ THE MOST NE'LY COR LOT 53 -SW'LY ON LOT LN 7 FT -NW'LY TO THE MOST N'LY LN OF LOT 53 @ A PT 50 FT NW'LY OF POB -SE'LY ON N'LY LOT LN 50 FT TO POB SEC 12 T4NR1W, LOT 65 COUNTRY PLACE SUBDIVISION #3 EXC- BEG @ THE NE COR LOT 65 -S 25 DEG 42'10"W, 183.13 FT TO SE COR LOT 65 -ON CURVE LEFT 6.33 FT HAVING A 503.23 FT RADIUS & A CHORD OF 6.33 FT BRG N 68 DEG 54'09"W, -N 25 DEG 42'10"E, 180.63 FT TO N LN LOT 65 -S 89 DEG 47'31"E, 6.99 FT TO POB SEC 12 T4NR1W. **Georgetown:** LANGDON PARK, GEORGETOWN, MERIDIAN TOWNSHIP, SEC 14 T4NR1W. BRENTWOOD PARK, GEORGETOWN, MERIDIAN TOWNSHIP, SEC 14 T4NR1W. **Georgetown #2:** (M 14-6) COPLEY PARK (PRIVATE) GEORGETOWN NO 2 SEC 14 T4N R1W. **Trails at Lake Lansing #3:** Lots 91, 92, 110, LOT 105 & W 1.0 FT OF THE S 116.19 FT OF LOT 106 TRAILS AT LAKE LANSING #3. **Wood Valley #3:** Lot 132. **Wilkshire:** Lots 1 and 2. **Wilkshire #1:** Lots 19, 21, 26, 27, 31, 32. **Wilkshire #2:** Lots 52, 54 and 58. **Wood Valley:** Lots 33, 41, 61, 74, 75, LOT 22 WOOD VALLEY SUB ALSO A PCL DESC AS COM @ THE N 1/4 COR SEC 12 -N 89 DEG 45'27"W, ON N SEC LN 407.61 FT TO C/L GREEN RD S 33 DEG 02'05"W, ON C/L 812.69 FT TO THE POB -S 90 DEG E, 224.84 FT -S32 DEG 45'37"W, 36.79 FT TO NE COR SAID LOT 22 -N 89 DEG 49'59"W, 224.63 FT TO C/L GREEN RD -N 33 DEG 02'05"E, ON C/L 36.13 FT TO THE POB SEC 12 T4NR1W. **Wood Valley #2:** Lots 85, 89, 104. **Wood Valley #3:** Lots 119, 120, 122, 132, 134, 138, 141. **Wood Valley #4:** Lot 164. **Woodside Estates:** Lots 3, 5, 8, 15. **Woodside Estates #2:** Lots 16, 19, 21, 25, 28, 29, 30. **Woodside Estates #4:** Lots 55, 59, 60, 62, 65. **Woodside Estates #5:** Lots 73, LOT 81 WOODSIDE ESTATES NO 5 ALSO TEAKWOOD COMMONS IN WOODSIDE ESTATES NO. 5 SEC 11 & 14 T4N, R1W. **Woodside Estates #6:** Lots 90, 91.

Township Ordinance Section 58-32 places the duty to maintain the sidewalk in a good and usable condition with the adjacent property owner; and also states the Township Board may order the maintenance of the sidewalk and establish an assessment district of the benefited properties. The adjacent property owner will be allowed 20 days, from date of notification, to perform the work, and if not completed, the Township shall proceed with the work and assess the cost in accordance with the assessment district.

PLEASE TAKE NOTICE that the Township Board of the Charter Township of Meridian, acting on its own initiative as permitted by Act 188, Public Acts of Michigan, 1954, as amended, has determined

for the public health, safety, and welfare of the Township and its inhabitants to make the following described public sidewalk improvements: repair and maintain sidewalk in the aforementioned proposed special assessment district and to defray the cost thereof by special assessment against the properties specially benefited thereby. Plans and estimates have been prepared and are on file with the Township Clerk for public examination.

TAKE FURTHER NOTICE that the Township Board will meet **Tuesday, June 17, 2025, at 6:00 p.m.** at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, for the purpose of hearing objections, written or oral, to the proposed improvement, special assessment, and the special assessment district therefore. The Township Board is also interested in hearing those that favor the proposed project.

Appearance and protest at the hearing in the special assessment proceedings is required in order to appeal the amount of the special assessment to the state tax tribunal. Your personal appearance at the hearing is not required, but you or your agent may appear in person at the hearing and protest the special assessment. To make an appearance and protest, you must file your written objections by letter or other writing with the Township Clerk before the close of this hearing. The owner or any person having an interest in the real property may file a written appeal of the special assessment with the state tax tribunal with 30 days after the confirmation of the special assessment roll if that person appeared and protested the special assessment at this hearing.

Dated: _____

Angela Demas, Township Clerk
Charter Township of Meridian





8.B

**CONSENT AGENDA
PROPOSED BOARD MINUTES**

PROPOSED MOTION:

- (1) Move to approve and ratify the minutes of the Regular Meeting of May 20, 2025.**

ALTERNATE MOTION:

- (1) Move to approve and ratify the minutes of the Regular Meeting of May 20, 2025 with the following amendment(s):[insert amendments]**

CHARTER TOWNSHIP OF MERIDIAN
REGULAR MEETING TOWNSHIP BOARD -DRAFT-
5151 Marsh Road, Okemos MI 48864-1198
517.853.4000, Township Hall Room
THURSDAY, May 20, 2025, 6:00PM

PRESENT: Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine, Trustee Trezise, and Trustee Wilson

ABSENT: Trustee Lentz, Trustee Sundland

STAFF: Manager Dempsey, Deputy Manager Opsommer, Director Schmitt, Chief Hamel, Director Wisinski, Director Clark, Manager Diehl, Director Gebes, Director Tithof

1. CALL MEETING TO ORDER

Supervisor Hendrickson called the May 20, 2025, Regular Township Board meeting to order at 6:00 pm.

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Hendrickson led the Pledge of Allegiance.

Supervisor Hendrickson asked for a moment of silence for Trustee Sundland’s mother.

3. ROLL CALL

Deputy Clerk Gordon called the roll of the Board. Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine, Trustee Trezise, and Trustee Wilson present at 6:01 pm.

Trustee Lentz and Trustee Sundland absent.

4. PRESENTATIONS

A. Introduction of New Police Officer-Keegan Crabb

Chief Grillo introduced Officer Crabb. Officer Crabb thanked the Board.

B. Capital Area District Library Annual Report

Jenny Marr, Executive Director and Tom Moore Presented the Annual Report and gave a report on the events happening at CADL.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Opened public comment at 6:15 pm.

Closed public comment at 6:16 pm.

6. TOWNSHIP MANAGER REPORT

Manager Dempsey gave updates on:

- The first listening session has been moved to June 10th.
- Notices to be provided to residents about listening sessions.
- Congratulated Fire Captain Al Diaz and LeRoy Harvey, Environmental Programs Coordinator, on their retirements.

7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS

Clerk Demas announced the Memorial Day service event, gave Township and Clerk's Office updates at Rotary club, and attended Land Preservation Advisory Board meeting.

Trustee Wilson thanked the Police and Fire Department , specifically Fire Captain Chris Johnson, for services provided after the recent storm.

Treasurer Deschaine thanked CADL, and noted that Flags Over Meridian will be placing flags.

8. APPROVAL OF AGENDA

Treasurer Deschaine moved to approve the Agenda. Supported by Trustee Wilson

VOICE VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine, Trustee Trezise, and Trustee Wilson

NAYS: NONE

Motion carried: 5-0

9. CONSENT AGENDA

Supervisor Hendrickson noted typographic errors to be changed on item 9.H

Trustee Trezise moved to approve the Consent Agenda with amendments proposed by Supervisor Hendrickson. Supported by Trustee Wilson

ROLL CALL VOTE: YEAS: Clerk Demas, Treasurer Deschaine, Trustee Trezise, Trustee Wilson, Supervisor Hendrickson

NAYS: NONE

Motion carried: 5-0

10. ACTION ITEMS

A. Personnel Policy Updates

Manager Dempsey reviewed changes and spoke about the final document.

Trustee Wilson moved to approve the final draft version of the Township's Personnel Policy Manual subject to final copy edits as needed. Supported by Trustee Trezise.

VOICE VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine, Trustee Trezise, Trustee Wilson

NAYS: NONE

Motion carried: 5-0

B. Fire Engine Sale

Manager Dempsy gave an overview of the discussion that has occurred to date.

Treasurer Deschaine moved to approve the bill of sale for the 1998 Pierce Contender fire engine to Santa's First Responders for seven thousand (\$7,000) . Supported by Trustee Wilson

ROLL CALL VOTE: YEAS: Treasurer Deschaine, Trustee Trezise, Trustee Wilson, Supervisor Hendrickson, Clerk Demas

NAYS: NONE

Motion carried: 5-0

C. 2025 Order to Maintain Sidewalk Special Assessment District #21 – Resolutions #1 and #2

Deputy Manager Opsommer summarized the proposed 2025 sidewalk maintenance request.

Board members asked about the requirements for a sidewalk to be placed on the list, and the cost difference between allowing the Township to do the work versus finding their own contractor.

Trustee Wilson moved to suspend the rules to take up this action. Supported by Trustee Trezise.

VOICE VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine, Trustee Trezise, Trustee Wilson

NAYS: NONE

Motion carried: 5-0

Trustee Trezise moved to approve the 2025 Order to Maintain Sidewalk Special Assessment District #21 Resolutions #1 and #2, which tentatively approves the improvements and the cost estimates of proposed improvements and sets the date for public hearing on June 17, 2025. Supported by Trustee Wilson

ROLL CALL VOTE: YEAS: Trustee Trezise, Trustee Wilson, Supervisor Hendrickson, Clerk Demas, Treasurer Deschaine

NAYS: NONE

Motion carried: 5-0

11. BOARD DISCUSSION ITEMS

A. Parking Ordinance

Director Schmitt gave an overview of the proposed changes to the ordinance.

Board members asked about the requirements for changes to existing lots and about the timeline for the proposed ordinance to proceed.

B. Health Savings Account Contributions

Manager Dempsey presented the recommendation for 2025 contributions.

Board members asked for historical context for the amounts provided.

Board members indicated their support for the recommendation.

At 7:02 Supervisor Hendrickson called a 5-minute recess. The Board reconvened at 7:08

C. Board Goals and Action Plan

Manager Dempsey presented the progress made on 2025 Board goals, noted items that staff has identified as potential needs going forward, and outlined the differences between values and goals.

Board members commented that 2026 goals should be fiscally conservative and noted that careful consideration should be given to the way 2026 goals are communicated to the public.

Board members supported holding a workshop session to discussion 20206 Board Goals further.

Board members indicated support for the continuation of some of the current goals and supported hearing some staff suggestions.

12. COMMENTS FROM THE PUBLIC

Opened at 7:44 pm

Closed at 7:45 pm

13. OTHER MATTERS AND BOARD MEMBER COMMENTS

Treasurer Deschaine will miss the June 3rd Board meetings.

14. ADJOURNMENT

Trustee Wilson moved to adjourn. Seconded by Clerk Demas

VOICE VOTE

**YEAS: Supervisor Hendrickson, Clerk Demas, Treasurer
Deschaine, Trustee Trezise, and Trustee Wilson**

NAYS: NONE

Motion carried: 5-0

The meeting adjourned at 7:45 pm

Scott Hendrickson
Township Supervisor

Angela Demas
Township Clerk



8.C

To: Board Members
From: Bernadette Blonde, Finance Director
Date: June 3, 2025

Charter Township of Meridian
Board Meeting
6/3/2025

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

COMMON CASH	\$	594,146.04
PUBLIC WORKS	\$	396,620.79
TRUST & AGENCY	\$	-
	TOTAL CHECKS:	\$ 990,766.83
CREDIT CARD TRANSACTIONS		
05/13/2025 to 05/27/2025	\$	10,822.30
	TOTAL PURCHASES:	\$ <u>1,001,589.13</u>
ACH PAYMENTS	\$	<u>759,003.20</u>

Vendor Name	Description	Amount	Check #
1. US POSTMASTER	JUNE 10 2025 LISTENING SESSION POSTAGE	6,020.28	114740
2. 54-A DISTRICT COURT	CASH BOND - SULLIVAN	300.00	114738
3. A T & T	MAY 9 - JUN 8 2025 - INTERNET F1	195.25	114715
	MAY 15 - JUN 14 - INTERNET S1	195.25	114715
	TOTAL	390.50	
4. ASAP PRINTING	BUSINESS CARDS FOR TAVIS MILLEROV, BOB CARETTI	61.87	
5. AT & T	APRIL 11 - MAY 10 2025 - INTERNET ASE 831000821421	3,763.02	114716
6. AT & T MOBILITY	MAY 5 - JUN 4 2025 - WIRELESS 287252740666 517.332	76.50	114717
7. AUTO VALUE OF EAST LANSING	UNIT #668 - FLEET REPAIR PARTS	381.98	
	PARKS UNIT #77 - FLEET REPAIR PARTS	5.14	
	SHOP SUPPLY - FLEET REPAIR PARTS	31.59	
	SHOP CREDIT OIL FILTER RETURNS - FLEET REPAIR PART	(106.55)	
	CREDIT MISC AUTO SUPPLY - MOTOR POOL PARTS	(667.33)	
	SHOP SUPPLY - FLEET REPAIR PARTS	913.58	
	WATER UNIT #30 - FLEET REPAIR PARTS	259.96	
	SHOP SUPPLY - FLEET REPAIR PARTS	58.68	
	PARKS UNIT #60 - FLEET REPAIR PARTS	652.52	
	PARKS UNIT #60 - FLEET REPAIR PARTS	122.65	
	PARKS UNIT #60 - FLEET REPAIR PARTS	413.36	
	WATER UNIT #30 - FLEET REPAIR PARTS	217.77	
	PARKS UNIT #87 - FLEET REPAIR PARTS	90.09	
	PARKS UNIT #87 - FLEET REPAIR PARTS	24.59	
	WATER UNIT #30 - FLEET REPAIR PARTS	290.36	
	PARKS UNIT #60 - FLEET REPAIR PARTS	25.48	
	GR RIVER LIFT STATION - FLEET REPAIR PARTS	172.42	
	PARKS UNIT #87 - FLEET REPAIR PARTS	431.99	
	COMMUNITY PLANNING & DEV UNIT #124 - FLEET REPAIR	84.98	
	SHOP SUPPLY - FLEET REPAIR PARTS	25.18	
	SHOP SUPPLY - FLEET REPAIR PARTS	54.29	
	UNIT #668 - FLEET REPAIR PARTS	44.09	
	SHOP SUPPLY - FLEET REPAIR PARTS	5.96	
	CORE CHARGE - FLEET REPAIR PARTS	10.00	
	POLICE UNIT 732/733/734 - FLEET REPAIR PARTS	750.00	
	CREDIT MISC STOCK - FLEET REPAIR PARTS	(431.99)	
	STOCK - FLEET REPAIR PARTS	18.57	
	CREDIT COMPRESSOR - FLEET REPAIR PARTS	(10.00)	
	WATER UNIT #6 - FLEET REPAIR PARTS	40.95	
	WATER UNIT #6 - FLEET REPAIR PARTS	980.00	
	TOTAL	4,890.31	
8. BRD PRINTING, INC	2025 FARMER'S MARKET COROPLAST SIGNAGE	769.59	
9. BRIAN SHORKEY	REIMB FOR PARKING - 2025 APA SUMMIT	11.25	114718
10. BRIGHTLINE TECHNOLOGIES	ENGINEER HOURS PROFESSIONAL SERVICES	11,500.00	
11. BULL ENTERPRISES	APRIL 2025 - JANITORIAL SERVICES TWP BLDGS	8,867.00	
	APRIL 2025 - PERIODIC WINDOWS & MISC SERVICES TWP	2,345.00	
	TOTAL	11,212.00	
12. CITY OF JACKSON	EMERGENCY VEHICLE TRAINING - MIS - KLEIN/MARTIN	500.00	114719

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 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
 JOURNALIZED OPEN AND PAID
 BANK CODE: GF53 - CHECK TYPE: PAPER CHECK

Vendor Name	Description	Amount	Check #
13. CITY PULSE	5/7/2025 - TWP NOTICES	264.55	
	5/14/2025 - TWP NOTICES	123.95	
	05/21/2025 - TWP NOTICES	304.88	
	5/21/2025 - MERIDIAN PRIDE 2025 AD	279.00	
	TOTAL	972.38	
14. COMCAST	JUNE 1 TO JUNE 30 2025 - INTERNET + TV M1	637.86	114720
	MAY 29 - JUN 28 2025 - TELEPHONE + INTERNET S2	543.11	114720
	MAY 29 - JUN 28 2025 - TV P1	38.43	114720
	MAY 19 - JUN 18 2025 - INTERNET SCADA	309.90	114720
	TOTAL	1,529.30	
15. COUNTRYSIDE PARTY RENTALS	MEMORIAL DAY TENT AND CHAIR RENTAL	716.75	
16. CREATIVE FINANCIAL STAFFING LLC	WEEK ENDING 5/18/2025 TEMP STAFFING SERV - UTILITY	1,430.55	
	WEEK ENDING 5/25/2025 TEMP STAFFING SERV - UTILITY	1,190.44	
	TOTAL	2,620.99	
17. CRYSTAL FLASH	BILL OF LADING 357099186 - FLEET FUEL	14,786.62	114721
18. DARIN LARNER JR	6/11/2025 4:00 PM-6:00 PM - FARMERS MKT SUMMER CON	150.00	114722
19. DAVID FLOYD	SUMMER CONCERT SERIES - JUNE 11 2025 6:30PM-8:30PM	1,500.00	114723
20. DELL MARKETING LP	MAY 5 2025 - MAY 4 2026 PRO SUPPORT SERVER COVERAG	2,880.91	
21. DESIGNS BY NATURE	SPRING 2025 NATIVE PLANT SALE AT HNC	5,693.00	
22. DONALD DOVE	SEA CRUISERS - 6/4/2025 6:30 PM-8:30 PM - FARMERS	800.00	114724
23. DONALD L BROWN	PERFORMANCE - JUNE 18 2025 6:30PM-8:30PM - FARMERS	2,400.00	114725
24. ETNA SUPPLY COMPANY	BUILDINGS - PARTS FOR TOILET REPAIRS	12.03	
25. FIREFLY DRONE SHOWS LLC	JUNE 28 2025 -50% DEPOSIT - 15 MINUTE DRONE SHOW C	13,300.00	
26. FLEETPRIDE	AIR BRAKES - SEWER - UNIT #693	5.99	
27. FORESIGHT GROUP	WATER BILLS 5/15/2025 WITH INSERT AND POSTAGE	629.57	
28. FRIEDLAND INDUSTRIES INC	SPRING 2025 RECYCLING EVENT	345.62	
29. GABRIEL, ROEDER, SMITH & COMP	2024 ACTURIAL VALUATION REPORT & GASB 68 & GASB 74	4,750.00	114726
	2024 ACTURIAL VALUATION REPORT & GASB 68 & GASB 74	2,350.00	114726
	2024 ACTURIAL VALUATION REPORT & GASB 68 & GASB 74	7,575.00	114726
	2024 ACTURIAL VALUATION REPORT & GASB 68 & GASB 74	13,500.00	
	TOTAL	28,175.00	
30. HAMMOND FARMS	ITEM 70011 - CEMETERY - RIVERSIDE - BRUSH REMOVAL	110.00	
	CEMETERY - RIVERSIDE - BRUSH REMOVAL	110.00	
	CEMETERY - RIVERSIDE - BRUSH REMOVAL	33.00	
	BRUSH DUMP FEE - STORM CLEAN-UP AT CEDAR BEND HEIG	44.00	
	BRUSH DUMP FEE - STORM CLEAN-UP AT CEDAR BEND HEIG	44.00	
	TOTAL	341.00	
31. HASLETT PUBLIC SCHOOLS	2ND QTR 2025 - MAINTENANCE REIMB	4,434.39	
32. HUTSON INC	MOTOR POOL - PARKS - 91	58.66	
	MOTOR POOL - PARKS - UNIT 91	29.31	
	TOTAL	87.97	

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Vendor Name	Description	Amount	Check #
33. JOEL MATHEW KRUPA	PRIDE EVENT - 5/31/2025 5:00PM TO 8PM DJ	375.00	114727
34. JOES BODY SHOP INC	PARTS - FIRE UNIT 135 AND MEDIC UNIT 93	7,729.46	
35. JOHN HINES	REIMB 2025 COCM SPRING CONFERENCE	216.98	114728
36. JOHN PATRICK PETERS	PRIDE EVENT - 5/31/2025 8:00 PM TO 10PM PERFORMANC	600.00	114729
37. JOHN W STEWART	OVERPMT AMBULANCE FEE 2/24/2025	40.00	
38. JUSTIN HOLCOMB	6/25/2025 4:00 PM-6:00 PM - FARMERS MKT SUMMER CON	150.00	114730
39. KENDALL ELECTRIC CO	SHIPPING LIGHT FIXTURE BY POLICE DEPARTMENT	95.39	
	GROUNDS - MUNICIPAL - STREET LIGHT	1,237.21	
	TOTAL	1,332.60	
40. KORISSA FREIER	REIMB APRIL 27 - MAY 2 MMTA TRAINING	123.61	
41. LAFONTAINE FORD OF LANSING	MOTOR POOL - WATER - UNIT #5	11.14	
42. LANSING SANITARY SUPPLY INC	JANITORIAL/CUSTODIAL SUPPLIES	1,059.92	
43. LANSING UNIFORM COMPANY	PATROL OFFICER BOOTS	1,199.80	
44. LAWN STARS GROUP LLC	APRIL 22ND AND 29TH 2025 - MOWING GLENDALE	2,586.90	
45. LETTUCE COOK	MBOR DINNER 3/11/2025	216.00	114731
46. LIFELOC TECHNOLOGIES INC	PBT REPAIRS	105.00	
47. LISKEY'S AUTO & TRUCK SERVICE INC	FIRE UNIT #135 - FRONT END ALIGNMENT	118.25	
48. LOPEZ CONCRETE CONSTRUCTION	2025 CONCRETE SPOT REPAIR CONTRACT	289,053.27	
49. MADISON NATIONAL LIFE INS CO	JUNE 2025 LIFE/DISABILITY INSURANCE	4,030.37	114739
50. MERIDIAN TOWNSHIP RETAINAGE	LOPEZ CONCRETE - 2025 CONCRETE SPOT REPAIR CONTRAC	23,462.87	
51. MICHIGAN ASSOC OF MUNICIPAL CLERKS	6/1 TO 6/6/2025 MAMC CONFERENCE - CLERK DEMAS	700.00	114732
52. MICHIGAN CAT	MOTOR POOL - WATER - BACKHOE UNIT #6	211.83	
53. MIDWEST POWER EQUIPMENT	GROUNDS - NEW TORO MOWERS	33,413.98	
54. MIKE MCDONALD	REIMB MILEAGE 2025 M PARKS CONFERENCE	254.80	
55. MORRIES OKEMOS FORD	COMMUNITY PLAN - UNIT #124	71.50	
56. PAWSOME PETS OKEMOS LLC	K9 DOG FOOD	56.98	
57. PHIL DESCHAINED	MILEAGE REIMB FEB 3 TO APRIL 16 2025 - BANK AND MI	140.49	
	MILEAGE REIMB - BANK AND MISC MEETINGS	110.88	
	TOTAL	251.37	
58. PITNEY BOWES	MAR 30 2025 TO JUN 29 2025 - 2ND QTR LEASE POSTAGE	955.47	
59. PLANTE & MORAN, PLLC	PROF SERV THRU APRIL 26 2025 - FINANCE DEPT	31,815.00	
	PROF SERVICES THRU MAY 14, 2025 - FINANCE DEPT	11,497.50	
	TOTAL	43,312.50	
60. PRO-COMM INC	RADIO REPAIR (APX8500) & SHIPPING	700.00	

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EXP CHECK RUN DATES 06/03/2025 - 06/03/2025
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Vendor Name	Description	Amount	Check #
61. PROGRESSIVE AE	PROF SERV THRU APRIL 25, 2025 - CONCEPTUAL HOURLY	5,820.20	
	PROF SERV THRU APRIL 25 2025 - 2025 LAKE LANSING S	1,227.50	
	TOTAL	7,047.70	
62. PURITY CYLINDER GASES INC	ACCT 46494 - OXYGEN (SIZE T & M); HAZMAT FEE	195.10	
63. QUALITY TIRE INC	PARKS - UNIT #91 TIRES	371.48	
	MOTOR POOL - TIRE DISPOSAL	76.00	
	TOTAL	447.48	
64. RONALD RAU	REIMB 2025 COCMA SPRING CONFERENCE	51.18	114733
65. RUSH CLEMENT	6/18/2025 4:00 PM-6:00 PM - FARMERS MKT SUMMER CON	150.00	114734
66. SAFE RESTRAINTS INC	SAFETY RESTRAINTS	1,657.12	
67. SERVICE PROFESSOR	CANCELLED ELEC PERMIT - 80% REFUND	116.00	
68. SPALDING DEDECKER ASSOCIATES	PROF SERV MAR 31 TO APRIL 27 2025 - 2025 LOCAL RD	12,332.75	
	PROF SERV MAR 31 TO APRIL 27 2025 - 2026 LOCAL ROA	19,581.71	
	PROF SERV MAR 31 TO APRIL 27 2025 - 2025 LOCAL ROA	1,872.00	
	TOTAL	33,786.46	
69. ST MARTHA CONFERENCE OF	EMERGENCY RENTAL ASSISTANCE	500.00	114735
	ACCT 1030-5253-7737 - EMERGENCY UTILITY ASSISTANCE	500.00	114735
	TOTAL	1,000.00	
70. STANTEC CONSULTING SERVICES	2025 PRESCRIBED BURN - RED CEDAR GLEN PRESERVE	5,332.00	
71. SUPREME SANITATION	3/1 TO 3/31/25 - HILLBROOK/NANCY MOORE/TOWNER RD -	270.00	
	4/1/25 TO 4/30/25 - PARKS PORTABLE TOILET RENTAL	1,470.00	
	5/1/25 TO 5/31/25 - PARKS PORTABLE TOILET RENTAL	630.00	
	TOTAL	2,370.00	
72. THE HARKNESS LAW FIRM PLLC	MAY 2025 - PROSECUTING SERVICES	7,934.84	
73. THOMAS CARY	REIMB TARP STRAPS FOR FARMERS MKT	18.86	114736
74. TODD C YOUNG	6/4/2025 4PM TO 6PM - FARMERS MKT SUMMER CONCERT	150.00	114737
75. ULINE	TRAFFIC CONES AND WEIGHTS PARKS/SPECIAL EVENTS	472.86	
76. VRC COMPANIES LLC	4 BINS SHREDDED	200.00	
TOTAL - ALL VENDORS		594,146.04	

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Vendor Name	Description	Amount	Check #
1. BENEICKE GROUP	OVER PMT FINAL WATER/SEWER/FEES	12.60	
2. CAMPUS DEN - MERIDIAN MALL #510	UB REFUND OVERPMT	12.17	
3. CATHEY INDUSTRIAL SUPPLIES, CO	WATER - POOL FILL HOSE	332.10	
4. CITY OF EAST LANSING	ELMWSA OPERATING, INTERCONNECT & DEBT SHARING	377,461.25	
5. CUMMINS INC	REPAIRS TO GENERATOR SILENCER @ MAIN LIFT STATION	2,788.20	
6. DIVERSIFIED NATIONAL TITLE AGENCY	E. LAKE DR - CRAYS - OVRPMT FINAL WATER/SEWER	13.54	
7. EJ USA, INC.	WATER - STORZ RETRO FIT NOZZLES	333.33	
8. FERGUSON WATERWORKS #3386	WATER - REGISTERS	435.44	
9. GA HUNT EXCAVATING	BORE NEW SERVICE LINE 6271 E LAKE DRIVE - BOAT LAU	3,800.00	
10. GIVE EM A BRAKE SAFETY LLC	SANITARY SEWER REPAIR TRAFFIC CONTROLS - 6200 BLOC	2,620.80	
11. GREATER LANSING TITLE & ESCROW LLC	QUARY RD - AL-ABDALI - FINAL BILL UB REFUND FOR AC	126.56	30073
12. HAMMOND FARMS	WATER - PROSOIL LAWN MIX FOR SITE RESTORATION WORK	197.50	
	GRASS SEED FOR SITE RESTORATION	99.00	
	TOTAL	296.50	
13. HYDROCORP	AUG 2024 TO AUG 2026 CROSS CONNECTION PROGRAM SERV	2,735.00	
14. K & H CONCRETE CUTTING INC	SEWER - LAKE DRIVE - SEWER COLLAPSE/REPAIR	250.00	
15. KATHRYN ARCHER	UB REFUND OVERPAYMENT	85.98	
16. LOPEZ CONCRETE CONSTRUCTION	2025 CONCRETE SPOT REPAIR CONTRACT	555.84	
17. MADISON NATIONAL LIFE INS CO	JUNE 2025 LIFE/DISABILITY INSURANCE	545.27	30075
18. MAYBERRY HOMES-ATTN KRISTI SMARIEGE	TITANIUM TRAIL - OVRPMT FINAL WATER/SEWER	12.00	
19. OLGER BROTHERS SAND & GRAVEL	SAND DELIVERIES 5/2/25, 5/5/25 AND 5/6/25	3,840.87	
20. OUTBACK STEAKHOUSE	FINAL WATER UB REFUND	5.25	
21. PHYLLIS JEAN FAHRENBACH	UB REFUND FOR ACCOUNT - DUPLICATE PAYMENT	252.68	30074
22. SUSAN MERKLE	UB REFUND FINAL BILL - MAPLE RIDGE RD HASLETT	15.08	
23. YOUNG CHO	UB REFUND DUPLICATE PMT	90.33	
TOTAL - ALL VENDORS		396,620.79	

Credit Card Report 05/13/2025 - 05/27/2025

Transaction Date	Account Name	Transaction Amount	Transaction Merchant Name
5/13/2025	LAWRENCE BOBB	\$28.14	THE HOME DEPOT #2723
5/14/2025	LAWRENCE BOBB	\$56.74	THE HOME DEPOT #2723
5/19/2025	LAWRENCE BOBB	\$57.96	THE HOME DEPOT #2723
5/22/2025	LAWRENCE BOBB	(\$1.47)	THE HOME DEPOT #2723
5/22/2025	LAWRENCE BOBB	\$177.07	MAGNA-MATIC
5/22/2025	LAWRENCE BOBB	\$12.92	THE HOME DEPOT #2723
5/22/2025	LAWRENCE BOBB	\$1.47	THE HOME DEPOT #2723
5/13/2025	TYLER KENNELL	\$23.22	THE HOME DEPOT #2723
5/14/2025	TYLER KENNELL	\$59.96	THE HOME DEPOT #2723
5/16/2025	TYLER KENNELL	\$27.96	THE HOME DEPOT #2723
5/14/2025	MICHAEL HAMEL	\$43.05	IN *IMS ALLIANCE
5/21/2025	MICHAEL HAMEL	\$134.46	SP RUFFIAN FIRE
5/21/2025	MICHAEL HAMEL	\$96.00	SQ *MEDICAL WAREHOUSE, IN
5/22/2025	KYLE FOGG	\$290.21	SITEONE LANDSCAPE SUPPLY,
5/21/2025	JACOB FLANNERY	\$80.27	THE HOME DEPOT 2723
5/15/2025	ASHLEY WINSTEAD	\$449.35	COSTAR GROUP INC
5/19/2025	ASHLEY WINSTEAD	\$153.75	MICHIGAN ASSESSORS ASSOCI
5/20/2025	ASHLEY WINSTEAD	\$21.97	THE HOME DEPOT #2723
5/17/2025	CHRISTOPHER JOHNSON	\$2.43	THE HOME DEPOT #2723
5/24/2025	CHRISTOPHER JOHNSON	\$15.96	COSTCO WHSE#1277
5/23/2025	BRIAN PENNELL	\$706.58	THE HOME DEPOT #2723
5/23/2025	COURTNEY WISINSKI	\$72.90	MEIJER STORE #025
5/25/2025	COURTNEY WISINSKI	\$151.92	AMAZON MKTPL*NN11F6B92
5/27/2025	COURTNEY WISINSKI	\$457.00	CANVA* I04529-77864730
5/27/2025	COURTNEY WISINSKI	\$1,639.49	MARRIOTT CRYSTAL GATEW
5/14/2025	KATIE LOVE	\$263.97	CONSUMER ENERGY
5/15/2025	KATIE LOVE	\$8.98	MEIJER STORE #025
5/19/2025	KATIE LOVE	\$170.50	24HOURWRISTBANDS.COM
5/27/2025	KATIE LOVE	\$376.99	CONSUMER ENERGY
5/19/2025	TAVIS MILLEROV	\$41.50	MI FIRE INSPECTORS SOC
5/19/2025	TAVIS MILLEROV	\$26.12	MI CHAPTER IAAI
5/19/2025	TAVIS MILLEROV	\$103.00	IAAI
5/16/2025	JUSTIN C CAROEN	\$249.00	THE HOME DEPOT 2723
5/16/2025	JUSTIN C CAROEN	\$25.96	THE HOME DEPOT #2723
5/19/2025	JUSTIN C CAROEN	\$211.00	ASE TEST FEES
5/22/2025	JUSTIN C CAROEN	\$12.47	THE HOME DEPOT #2723
5/19/2025	STEPHEN GEBES	\$481.85	ZOOM.COM 888-799-9666
5/22/2025	STEPHEN GEBES	\$129.99	AMAZON MKTPL*NZ4E193W0
5/27/2025	STEPHEN GEBES	\$165.92	AMAZON MKTPL*NN22F5W02
5/14/2025	RICHARD GRILLO	\$83.33	JIMMY JOHNS - 90055
5/15/2025	RICHARD GRILLO	\$19.99	GANNETT MEDIA CO
5/15/2025	RICHARD GRILLO	\$33.44	JIMMY JOHNS - 90055
5/15/2025	RICHARD GRILLO	\$76.83	AMAZON MKTPL*NW0CG5J00
5/17/2025	RICHARD GRILLO	\$139.99	AMAZON MKTPL*NZ3AX8PG2
5/19/2025	RICHARD GRILLO	\$92.00	AMAZON MKTPL*NW8H17D30
5/20/2025	RICHARD GRILLO	\$115.00	MICHIGAN ASSOC OF CHIEFS
5/21/2025	RICHARD GRILLO	\$14.97	TOM'S FOOD
5/22/2025	RICHARD GRILLO	\$21.50	FEDEX37049000
5/23/2025	RICHARD GRILLO	\$82.99	GOOGLE *YOUTUBE TV
5/22/2025	RICHARD GRILLO	\$724.08	HOMEDEPOT.COM
5/27/2025	RICHARD GRILLO	\$179.16	TRAFFICSAFETYSTORE.COM
5/15/2025	YOUNES ISHRAIDI	\$51.00	STATE MI EGLE MIENVIRO
5/15/2025	MICHELLE PRINZ	\$19.99	GANNETT MEDIA CO

5/15/2025	MICHELLE PRINZ	\$28.24	AMAZON MKTPL*NZ6P68J42
5/19/2025	MICHELLE PRINZ	\$19.99	GANNETT MEDIA CO
5/19/2025	MICHELLE PRINZ	\$19.99	GANNETT MEDIA CO
5/25/2025	MICHELLE PRINZ	\$26.98	ASANA.COM
5/25/2025	MICHELLE PRINZ	\$53.87	AMAZON.COM*NN55A7B92
5/16/2025	CATHERINE ADAMS	\$45.99	AMAZON MKTPL*NZ2NN5052
5/19/2025	CATHERINE ADAMS	\$133.00	FOSSIL INDUSTRIES
5/19/2025	CATHERINE ADAMS	\$89.85	AMAZON MKTPL*NW9707SR0
5/20/2025	CATHERINE ADAMS	\$30.73	SMARTSIGN
5/17/2025	ED BESONEN	\$32.99	COVERT SCOUTING
5/21/2025	ED BESONEN	\$525.00	DARE AMERICA
5/19/2025	DAVID LESTER	\$38.61	THE HOME DEPOT #2723
5/24/2025	BART CRANE	\$188.14	COMCAST / XFINITY
5/16/2025	ALLISON GOODMAN	\$46.78	PETSMART # 0724
5/16/2025	ALLISON GOODMAN	\$46.25	MARCOS PIZZA 1235
5/15/2025	ALLISON GOODMAN	\$3.99	MEIJER STORE #253
5/15/2025	DAN PALACIOS	\$1.61	THE HOME DEPOT #2723
5/22/2025	DAN PALACIOS	\$22.16	THE HOME DEPOT #2723
5/16/2025	ROBERT MACKENZIE	\$123.00	HAMMOND FARMS E LANSING
5/16/2025	ROBERT MACKENZIE	\$123.00	HAMMOND FARMS E LANSING
5/24/2025	ROBERT MACKENZIE	\$477.78	AMAZON RETA* NZ1PZ5S11
5/16/2025	THOMAS BAKER	\$63.52	THE HOME DEPOT #2723
TOTAL		\$10,822.30	

ACH Transactions

Date	Payee	Amount	Purpose
5/15/2025	Health Equity	\$ 11.75	Employee Health Savings
5/16/2025	Nationwide	\$ 10,964.51	Payroll Deductions 5/16/2025
5/16/2025	Invoice Cloud	\$ 18,662.62	Water/Sewer Utility Transactions
5/16/2025	Alerus	\$ 41,102.71	Payroll Deductions 5/16/2025
5/19/2025	ELAN	\$ 28,824.70	Credit Card Payment
5/21/2025	Blue Care Network	\$ 12,726.12	Employee Health Insurance
5/28/2025	IRS	\$ 135,212.78	Payroll Taxes 5/30/2025
5/28/2025	Various Financial Institutions	\$ 373,010.58	Payroll Deductions 5/30/2025
5/30/2025	Blue Care Network	\$ 136,175.45	Employee Health Insurance
5/30/2025	First American	\$ 2,311.98	Employee Vision Insurance
Total ACH Payments		<u><u>\$ 759,003.20</u></u>	



To: Board Members
From: Amber Clark Neighborhood & Economic Development Director
Date: June 3, 2025
Re: Corridor Improvement Authority 2024 Annual Report

Board Summary:

The Recodified Tax Increment Financing Act (2018 PA 57, as amended, MCL 125.4101 et seq.) requires any municipal authority capturing tax increment revenues to submit an annual report to its governing body, the Michigan Department of Treasury, and all entities subject to tax capture. In accordance with this requirement, the fiscal year 2024 report is submitted for public approval.

In 2024, the CIA captured a total of **\$57,842,513**, resulting in **\$72,820.17** in funding for the Authority.

Budgetary Implications:

Tax Increment Financing (TIF) is the primary funding mechanism for the Corridor Improvement Authority (CIA). It functions by capturing the increase in property values within the district above a set base value, which was established in 2023 at **\$54,581,451**. Changes in the value of individual parcels, directly affect the total capturable value available through TIF.

The mission of development districts like the CIA is to strategically invest in properties to enhance their overall value. TIF enables a cycle of reinvestment within the district, supporting improvements that attract development and foster business growth.

The following motion have been prepared for Board consideration:

MOVE TO APPROVE THE 2024 CORRIDOR IMPROVEMENT AUTHORITY ANNUAL REPORT AND AUTHORIZE ITS DISSEMINATION TO THE PUBLIC, THE STATE TREASURY, AND ALL REQUIRED TAXING JURISDICTIONS, AS MANDATED BY THE RECODIFIED TAX INCREMENT FINANCING ACT.



To: Board Members
From: Scott Hendrickson, Township Supervisor
Date: May 30, 2025
Re: Resolution in Recognition and Celebration of Juneteenth

Juneteenth celebrates America's commitment to liberty and equality in accordance with the Constitution of the United States, along with the Emancipation Declaration, issued by President Lincoln on September 22, 1862, and later became effective on January 1, 1863 and the 13th Amendment to the Constitution which abolished slavery, ratified by Congress on December 6, 1865.

A motion is prepared for Board consideration:

MOVE TO APPROVE THE RESOLUTION IN RECOGNITION AND CELEBRATION OF JUNETEENTH.

Attachment:

1. Resolution in Recognition and Celebration of Juneteenth

RESOLUTION IN RECOGNITION AND CELEBRATION OF JUNETEENTH

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held on the 3rd day of June, 2025, at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

WHEREAS, Juneteenth is the oldest celebration of the emancipation of African-American slaves, and is so named for the June 19, 1866 adoption of Black Independence Day in Galveston, Texas; and,

WHEREAS, Juneteenth celebrates America’s commitment to liberty and equality in accordance with the Constitution of the United States, along with the Emancipation Declaration, issued by President Lincoln on September 22, 1862, and later became effective on January 1, 1863 and the 13th Amendment to the Constitution which abolished slavery, ratified by Congress on December 6, 1865; and,

WHEREAS, the history of African-Americans is a study of resilience for the plight of slavery in our history, and today, for the over 45 million people in forced labor and other forms of human trafficking; and,

WHEREAS, Juneteenth was established as a federal holiday in 2021 and a State of Michigan holiday in 2023; and,

WHEREAS, On the 26th of April, 2022, the Meridian Township Board established Juneteenth as a paid holiday for Meridian Township, as part of the ongoing efforts of the Meridian Township Diversity, Equity, and Inclusion Committee’s work; and,

WHEREAS, In 2023, Meridian Township held its first annual Juneteenth Celebration for its residents to great success; and,

WHEREAS, the Meridian Township Board encourages the entire community, region, state and country to celebrate Juneteenth;

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that the Meridian Township Board recognizes, adopts and proclaims this Resolution to underscore the freedom with dignity of every human being. As a governmental body, we oppose and reject any form of oppression and pledge to support our residents, churches and organizations working to achieve social justice, genuine equality and protect the human rights for all people of Meridian Township.

ADOPTED:

YEAS: _____

NAYS: _____

Resolution declared

STATE OF MICHIGAN)

)SS:

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 3rd day of June 2025.

Angela Demas
Meridian Township Clerk



8. F

To: Board Members
From: Scott Hendrickson, Township Supervisor
Date: May 30, 2025
Re: Resolution Supporting National Flag Day 2025

National Flag Day celebrates the adoption of the Flag of the United States of America, which was made official flag in 1777. The current United States Flag was first raised on July 4, 1960 over Fort McHenry National Historic Site. Each year, the Meridian Township Board celebrates and recognizes National Flag Day. The Board further recognizes and participates in the Flags over Meridian program that is organized by the Kiwanis of Haslett-Okemos which places and collects US Flags before several major holidays, including Flag Day and serves as a fundraiser for that organization.

A motion is prepared for Board consideration:

MOVE TO APPROVE THE RESOLUTION SUPPORTING NATIONAL FLAG DAY 2025.

Attachment:

1. Resolution Supporting National Flag Day 2025

RESOLUTION SUPPORTING NATIONAL FLAG DAY 2025

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held on the 3rd day of June, 2025 at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

WHEREAS, National Flag Day celebrates the adoption of the Flag of the United States of America, a resolution made by the Continental Congress of the Stars and Stripes as the official flag of the United States on June 14, 1777; and,

WHEREAS, on June 14, 1777, the Congress took a break from writing the Articles of Confederation to pass a resolution stating, "The Flag of the United States will be 13 stripes, alternate red and white and that the Union is 13 stars, white in a blue field, representing a new constellation."; and,

WHEREAS, in 1916 President Woodrow Wilson officially marked the anniversary by establishing Flag Day with an official Presidential Proclamation; and,

WHEREAS, 30 years later, the United States Congress issued an Act of Congress to establish National Flag Day in 1946; and,

WHEREAS, on August 21, 1959, President Eisenhower issued an Executive Order establishing the design of the 50 star flag which was first officially raised over Fort McHenry National Historic Site on July 4, 1960; and,

WHEREAS, National Flag Day has always had a strong connection to our nation, our schools, and the communities they serve; and,

WHEREAS, recognizing the National Flag and National Flag Day endeavors to increase respect, educate, and recognize the United States Flag; and,

WHEREAS, the Meridian Township Board is asking residents and Veteran's groups across our township to make a special effort this Flag Day to prominently display an American Flag; and,

WHEREAS, the Meridian Township Board recognizes and commits to participating in the Kiwanis of Haslett-Okemos Flags over Meridian program; and,

WHEREAS, the Meridian Township Board is proud to support and recognize National Flag Day, June 14, 2024;

NOW, THEREFORE, BE IT RESOLVED, BY THE TOWNSHIP BOARD OF THE CHARER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that the Meridian Township Board commits to continue participating in the Flags Over Meridian program to increase respect, awareness, and honor for the United States Flag, and

FURTHERMORE; that the Meridian Township Board will join with the National Flag Foundation in proudly celebrating National Flag Day by displaying the United States Flag of

America at its Township owned Municipal Buildings and encouraging businesses and residents across Meridian Township to do the same this National Flag Day, June 14, 2025.

ADOPTED:

YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

) SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 3rd day of June 2025.

Angela Demas
Meridian Township Clerk



To: Board Members
From: Tim Dempsey, Township Manager, Abby Tithof, Human Resources Director, & Bernie Blonde, Finance Director
Date: May 30, 2025
Re: Health Savings Account Contribution Budget Amendment

As directed by the Township Board on May 20, 2025, we have prepared the necessary budget amendments to reflect the approved employer contributions to employee Healthcare Savings Accounts (HSA's) for the 2025 calendar year. The total township contribution is \$168,780, based on the following approved contribution levels:

- Individual Plan: \$550
- Two-Person Plan: \$1,320
- Family Plan: \$1,660

GENERAL FUND

A total of \$126,186 will be allocated from the General Fund. These amendments are supported by updated FY 2024 financial projections, which indicate a net increase to fund balance due to higher than anticipated revenues and lower than expected expenditures. While this adjustment reduces the projected addition to fund balance in FY 2025, the General Fund remains in a strong position with a projected yearend balance of \$12,460,045.33—equivalent to 5.21 months of average expenditures.

The projected Fund Balance for the General Fund is as follows:

*Estimated Fund Balance on December 31, 2024	\$12,810,399.33
Original budgeted addition to Fund Balance 2025	40,254
1 st quarter budget amendments	(264,422)
HSA Employer Contribution	(126,186)
Total Projected use of Fund Balance	<u>(350,354)</u>
Projected Fund Balance on December 31, 2025	<u>\$12,460,045.33</u>
Fund Balance/Average Monthly Expenditures	5.21

*Fund Balance estimates are preliminary and subject to change pending the completion of year-end accounting and audit activities.

Memo to Township Board

May 30, 2025

Re: Health Savings Account Contribution Budget Amendment

Page 2

SPECIAL REVENUE FUNDS

This amendment includes a total of \$9,280 in HSA contributions for eligible staff funded through special revenue sources:

- Park Millage Fund: \$7,564
- Pedestrian Bikepath Millage Fund: \$660
- Land Preservation Millage Fund: \$1,056

ENTERPRISE FUNDS

This amendment includes a total of \$29,664 in HSA contributions for employees supported by enterprise operations:

- Sewer Fund: \$12,897
- Water Fund: \$16,767

INTERNAL SERVICE FUNDS

The Motor Pool will contribute \$3,650 to cover HSA contributions for applicable employees.

Attachment:

1. Budget Amendment – Employer Contribution to Healthcare Savings Account

Budget Amendment
2025 Budget
Charter Township of Meridian

Department	Amount	Explanation	Account
GENERAL FUND			
<i>Expenditures</i>			
General Government			
Accounting	4,850.00	HSA Employer Contribution	101-170.191-715.030
Clerk	3,310.00	HSA Employer Contribution	101-170.215-715.030
Information Technology	3,376.00	HSA Employer Contribution	101-170.228-715.030
Assessing	5,530.00	HSA Employer Contribution	101-170.243-715.030
Treasurer	4,640.00	HSA Employer Contribution	101-170.253-715.030
Building Maintenance	1,660.00	HSA Employer Contribution	101-170.265-715.030
Admin & Human Resources	6,640.00	HSA Employer Contribution	101-170.270-715.030
Grounds Maintenance	550.00	HSA Employer Contribution	101-170-271.715.030
Cemetery	330.00	HSA Employer Contribution	101-170.567-715.030
Public Safety			
Police	35,330.00	HSA Employer Contribution	101-300.301-715.030
Fire	41,210.00	HSA Employer Contribution	101-300.336-715.030
Human Services	1,660.00	HSA Employer Contribution	101-600.670-715.030
Community Development - Planning	4,080.00	HSA Employer Contribution	101-700.701-715.030
Community Development - Building	6,520.00	HSA Employer Contribution	101-700.703-715.030
Recreation and Culture			
Parks & Recreation Admin	660.00	HSA Employer Contribution	101-750.753-715.030
Recreation	1,100.00	HSA Employer Contribution	101-750.754-715.030
Parks Maintenance	3,640.00	HSA Employer Contribution	101-750.758-715.030
Communications	1,100.00	HSA Employer Contribution	101-750.806-715.030
Total Expenditures for General Fund	<u>126,186.00</u>		
Net to (from) Fund Balance	<u>(126,186.00)</u>		
SPECIAL REVENUE FUNDS			
Park Millage			
<i>Expenditures</i>			
Parks & Recreation Admin	924.00	HSA Employer Contribution	208-750.753-715.030
Harris Nature Center	1,660.00	HSA Employer Contribution	208-750.756-715.030
Parks Maintenance	4,980.00	HSA Employer Contribution	208-750.758-715.030
Total Expenditures	<u>7,564.00</u>		
Net to (from) Fund Balance	<u>(7,564.00)</u>		
Pedestrian Bike Path			
<i>Expenditures</i>			
Pedestrian Bike path	660.00	HSA Employer Contribution	216-440.450-715.030
Total Expenditures	<u>660.00</u>		
Net to (from) Fund Balance	<u>(660.00)</u>		
Land Preservation Millage			
<i>Expenditures</i>			
Land Preservation	1,056.00	HSA Employer Contribution	217-000.000-715.030
Total Expenditures	<u>1,056.00</u>		
Net to (from) Fund Balance	<u>(1,056.00)</u>		
ENTERPRISE FUNDS			
Sewer Fund			
<i>Expenditures</i>			
Sewer Administration	1,435.00	HSA Employer Contribution	590-440.441-715.030
Engineering	3,162.00	HSA Employer Contribution	590-440.447-715.030
Sewer Maintenance	8,300.00	HSA Employer Contribution	590-440.538-715.030
Total Expenditures	<u>12,897.00</u>		
Net to (from) Fund Balance	<u>(12,897.00)</u>		

Water Fund

Expenditures

Water Administration	1,435.00	HSA Employer Contribution	591-440.441-715.030
Engineering	3,162.00	HSA Employer Contribution	591-440.447-715.030
Water Maintenance	12,170.00	HSA Employer Contribution	591-440.537-715.030
Total Expenditures	<u><u>16,767.00</u></u>		

Net to (from) Fund Balance (16,767.00)

INTERNAL SERVICE FUND

Motor Pool

Expenditures

Motor Pool	3,650.00	HSA Employer Contribution	661-000.000-715.030
Net to (from) Fund Balance	<u><u>(3,650.00)</u></u>		



To: Board Members
From: Scott Hendrickson, Township Supervisor
Date: May 30, 2025
Re: ZBA Appointment

Under the statutes, the Supervisor appoints, subject to the Board’s approval, the members of the Zoning Board of Appeals (ZBA). There are currently two vacancies for alternates on the ZBA.

Mr. Hershiser has submitted an application for public service. He previously served on the Township ZBA for 20 years. Mr. Hershiser resides in Okemos.

The following motions have been prepared for Board consideration:

MOVE TO APPROVE THE APPOINTMENT MADE BY SUPERVISOR HENDRICKSON OF JIM HERSHISER, AS AN ALTERNATE, TO THE ZONING BOARD OF APPEALS FOR A TERM ENDING 12/31/2027.

Attachment:

1. Public Service Application

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

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

I have been A township resident for most of my life and have always felt a degree of personal satisfaction serving our community

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

I have a high school education with some college and trade school background. I have previously served our township for 20 years on the ZBA. I have about 55 hours of combined ZBA training.

(Attach resume if available)

SKIPPED

*** Full Name**

Jim Hershiser

*** Occupation**

Dental Equipment Repair

*** Place of Employment**

Self

*** Home Address**

██████████
Okemos 48864

*** Phone (Day)**

██████████

*** Phone (Evening)**

██████████

*** Email**

████████████████████

*** Please type your name in the box below as a digital signature**

Jim Hershiser

*** Date and Time**

02/24/2025

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



To: Board Members
From: Scott Hendrickson, Township Supervisor
Date: May 30, 2025
Re: Resolution Supporting MTA Scholarship Application

The Michigan Townships Association (MTA) administers a scholarship fund established in memory of Robert R. Robinson, who served as the second Executive Director of the Association. Mr. Robinson also served as Meridian Township Supervisor from 1959-1969.

The purpose of the scholarship fund is to assist students in Michigan who aspire to serve our state's local government. The scholarship is awarded on a competitive basis, as determined by the applicant's academic achievement, community involvement and commitment to serving Michigan's communities. Scholarship applicants may be an undergraduate or graduate student enrolled in a Michigan college or university who is pursuing a degree in local government administration or similar coursework.

Alexander Trouten is requesting that the Township Board consider passing a resolution of support for his application to the Robert R. Robinson Memorial Scholarship, offered through the Michigan Townships Association (MTA).

Attachments:

1. Resolution in Support of the MTA Scholarship Application
2. Alexander Trouten's Request Letter

RESOLUTION OF SUPPORT FOR ALEXANDER TROUTEN'S MTA ROBERT R. ROBINSON SCHOLARSHIP APPLICATION

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held on the 3rd day of June 2025, at 6:00 pm local time.

PRESENT: _____

ABSENT: _____

The following resolution was offered by _____ and supported by _____

WHEREAS, the Michigan Townships Association administers a scholarship fund established in memory of Robert R. Robinson, former Executive Director of the association. The purpose of the scholarship fund is to help students in Michigan who are preparing for a career in public administration; and

WHEREAS, the Charter Township of Meridian Township Board supports the application of Alexander Trouten for the Robert R. Robinson Memorial Scholarship; and

WHEREAS, Alexander Trouten is a resident of Meridian Township and is currently pursuing a bachelor's degree in Cyber Defense at Davenport University where he holds a 3.5 GPA; and

WHEREAS, Mr. Trouten previously graduated summa cum laude from Lansing Community College; and

WHEREAS, Alexander Trouten is currently employed by the State of Michigan, demonstrating a strong dedication to public service; and

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that the Township Board does wholeheartedly support the application of Alexander Trouten for this scholarship.

ADOPTED: YEAS:
 NAYS:

STATE OF MICHIGAN)
) ss
COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 3rd day of June 2025.

Angela Demas, Clerk
Charter Township of Meridian

Alexander Trouten

[REDACTED]
Meridian Charter Township, MI 48864

[REDACTED]
May 21st, 2025

Meridian Charter Township Board

5151 Marsh Road
Okemos, MI 48864

Dear Township Board Members,

My name is Alexander Trouten, a lifelong resident of Meridian Charter Township and a committed public servant currently working for the State of Michigan. I am writing to respectfully request that the Township Board consider passing a resolution of support for my application to the Robert R. Robinson Memorial Scholarship, offered through the Michigan Townships Association (MTA).

I am currently pursuing a bachelor's degree in cyber-Defense at Davenport University, where I hold a 3.5 GPA. I previously graduated summa cum laude from Lansing Community College, and I am proud to have built my academic and professional path around public service, technology, and civic responsibility. I believe this scholarship represents not only financial assistance but also a recognition of my dedication to contributing to local government and the cybersecurity needs of our public infrastructure.

As a resident of Meridian Township, it would mean a great deal to have the support of my home community as I continue this journey. I have prepared a draft resolution and am happy to attend a future Township Board meeting to briefly speak about my goals and answer any questions the Board may have.

Thank you very much for your time and consideration. I deeply value the Township's support and would be honored to carry forward its legacy of leadership and civic engagement.

Respectfully,

Alexander Trouten



8. J

To: Board Members
From: Amber Clark, Neighborhood & Economic Development Director
Date: June 3, 2025
Re: Brownfield Redevelopment Tax Increment Financing Application Fee Resolution

Board Summary:

The Township Board recently adopted updates to the Meridian Township Brownfield Redevelopment Authority (MTBRA) Program, Policies, and Procedures. These updates include an increase in application fees to support the administration of approved plans. Application fees are due following the approval of the Project Concept Application and are based on the total project investment.

Budgetary Implications:

For each application, the Township requires a fee to cover necessary costs associated with investigating, reviewing, and processing the application. These costs may include, but are not limited to, third-party direct costs, fees for outside consultants or attorneys, and Township staff time.

The following motion have been prepared for Board consideration:

MOVE TO ADOPT THE BROWNFIELD REDEVELOPMENT TAX INCREMENT FINANCING PLAN FEE RESOLUTION.

CHARTER TOWNSHIP OF MERIDIAN
RESOLUTION TO ADOPT A FEE SCHEDULE FOR BROWNFIELD REDEVELOPMENT
AUTHORITY TAX INCREMENT FINANCING PLANS

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, 5151 Marsh Road, Okemos, MI 48864, on the 3rd day of June 2025, at 6:00 p.m., Local Time.

PRESENT:

ABSENT:

The following resolution was offered by Trustee _____ and supported by Trustee _____:

WHEREAS, Michigan’s Brownfield Redevelopment Financing Act, 1996 Public Act 381, as amended by Public Act 90 of 2023, enables brownfield redevelopment in the State of Michigan and provides tools to facilitate redevelopment; and

WHEREAS, the Charter Township of Meridian (the “Township”) has adopted updates to the Meridian Township Brownfield Redevelopment Authority (MTBRA) Program, Policies, and Procedures to support eligible brownfield expenses incurred through the reuse of contaminated, blighted, historic, or functionally obsolete properties, as well as the rehabilitation or construction of housing; and

WHEREAS, the Township has determined that eligible housing construction or rehabilitation activities for an approved project meet the definition of a “public good”; and

WHEREAS, the Township concurs that the Brownfield Redevelopment Authority Program, Policies, and Procedures provide essential tools for eligible developers to redevelop, construct, and/or rehabilitate property within the Township; and

WHEREAS, the Township Board finds that the fee schedule set forth herein is proportionate to the necessary costs incurred by the Township, its consultants, and departments for the review and administration of Brownfield Redevelopment Authority Tax Increment Financing Plans and their applications:

1. **NOW, THEREFORE, BE IT RESOLVED**, by the Township Board of the Charter Township of Meridian, Ingham County, Michigan, that the following fee schedule is

hereby adopted for Tax Increment Financing applications under the Township's adopted Brownfield Redevelopment Authority Program, Policies, and Procedures:

For each application, the Township requires a fee to cover necessary costs to investigate, review, or process the application. These costs may include, but are not limited to, third-party direct costs, fees for outside consultants or attorneys, and Township staff time.

Application fees are due after the Project Concept Application approval and are based on the total project investment:

- \$0 - \$5,000,000 Investment = \$5,000 Application Fee
- \$5,000,001- \$10,000,000 Investment = \$7,000 Application Fee
- \$10,000,001 and above Investment = \$12,000 Application Fee

Any prior resolutions in conflict with this resolution are hereby rescinded.

ADOPTED:

YEAS:

NAYS:

ABSENT:

The Supervisor declared the resolution to be adopted.

Scott Hendrickson, Supervisor
Charter Township of Meridian

STATE OF MICHIGAN)

) SS

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted by the Township Board of the Charter Township of Meridian at a regular meeting held on the 3rd of June 2025.

Angela Demas, Clerk
Charter Township of Meridian



To: Township Board

From: Timothy R. Schmitt, AICP
Director of Community Planning and Development

Date: May 29, 2025

Re: Text Amendment #2025-04 – Parking Ordinance updates - INTRODUCTION

Text Amendment #2025-04 is an ordinance update initiated by the Staff and the Planning Commission to update the off-street parking requirements in Section 86-755. The draft ordinance, recommended for approval by the Planning Commission and attached here, achieves three key goals:

1. Reduces impervious surfaces in future developments by removing the 25% overflow requirement in multiple-family developments, as well as reducing the number of required spaces for studios and one-bedroom apartments from 2 to 1.5.
2. Modernizes the land uses in the list and removes outdated or obsolete terms.
3. Simplifies some parking calculations for ease of use.

This matter was discussed by the Planning Commission at their [November 18, 2024](#), [December 9, 2024](#), [January 27, 2025](#), and [February 24, 2025](#) meetings. A Public Hearing was held on the changes at their [March 24, 2025](#) meeting and a recommendation to the Township Board was made at their [April 14, 2025](#) meeting. Packets for each of those meetings can be found at the links above. The Township Board had an initial discussion of the proposal at their [May 20, 2025](#) meeting and the main question that came up was regarding parking at Meridian Mall.

Meridian Mall's current approval is under a Commercial PUD, which allows them to have a reduced amount of parking on the site. This was approved in 2013, allowing a ratio of 4.54 spaces per 1,000 square feet of leasable floor area. Prior to that, the mall had a variance to allow the ratio to be 4.67 spaces per 1,000 square feet. The mall was built before modern parking standards were put into place and utilizing leasable floor area as the factor to determine parking isn't part of the ordinance currently. Under any scenario, the current mall is overparked and we've been working to modify the parking requirements for the site over the years. This change will further allow flexibility to make changes to the property down the road, without worrying about parking.

Staff **recommends approval for introduction** of the proposed ordinance at this time to amend the Code of Ordinances to update the Parking standards in the Township. Staff has provided the following recommended motion and attached resolution to introduce the ordinance.

Move to adopt the resolution approving for introduction Text Amendment #2025-04 to amend the Code of Ordinances of the Charter Township of Meridian at Section 86-755 to update the parking standards throughout the Township.

Attachments:

1. Resolution to approve for Introduction Ordinance 2025-04
2. Ordinance 2025-04 – Parking Ordinance Updates

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 3rd day of June, 2025, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, One of the goals of the 2023 Master Plan was a review and update to the parking standards in the ordinance; and

WHEREAS, Staff worked with the Planning Commission to updated a number of the standards for how many parking spaces are required for a specific use, modernizing the ordinance; and

WHEREAS, the Planning Commission reviewed the matter on November 18 and December 9, 2024 and January 27 and February 24, 2025 and held a public hearing on March 24, 2025, before recommending unanimous approval to the Township Board on April 14, 2025; and

WHEREAS, the proposed ordinance would serve three main purposes:

1. Reducing impervious surfaces in future developments by removing the 25% overflow requirement in multiple-family developments, as well as reducing the number of required spaces for studios and one-bedroom apartments from 2 to 1.5.
2. Modernizing the land uses in the list and removes outdated or obsolete terms.
3. Simplifying some parking calculations for ease of use; and

WHEREAS, the Township Board reviewed the matter at their May 20, 2025 meeting and raised no major concerns, directing Staff to bring forward introduction of the ordinance;

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby INTRODUCES FOR PUBLICATION AND SUBSEQUENT ADOPTION Ordinance No. 2025-04, entitled "An Ordinance to amend Section 86.755, Schedule of Requirements for Parking Spaces, of the Charter Township of Meridian Zoning Code to update the standards therein"; and

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.

ADOPTED: YEAS: _____

NAYS: _____

STATE OF MICHIGAN)

) ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Chair of the Planning Commission of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 3rd day of June, 2025.

Angela Demas
Township Clerk

ORDINANCE NO. 2025-04

AN ORDINANCE TO AMEND SECTION 86-755, SCHEDULE OF REQUIREMENTS FOR PARKING SPACES, OF THE CHARTER TOWNSHIP OF MERIDIAN ZONING CODE TO UPDATE THE STANDARDS THEREIN

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1. Section 86-755, Schedule of Requirements for Parking Spaces, is hereby amended to read as follows:

Parking space shall be provided in accordance with the design standards of this chapter and according to this schedule:

Use	Number of Motor Parking Spaces Required Per Unit of Measure
Residential	
Single-family dwelling or duplex living unit	2 for each dwelling unit
Multiple-family District	1.5 for each efficiency or one-bedroom unit and 2 for each dwelling unit with 2 or more bedrooms,
Housing for the elderly	1 for each 2 units and 1 for each employee on peak employment shifts. Should units revert to general occupancy, then 1.5 for each efficiency or one-bedroom unit and 2 for each dwelling unit with 2 or more bedrooms
Mobile home parks	2 for each mobile home or mobile home site
Institutional	
Places of worship	1 for each 5 fixed seats, 10 linear feet of pews, and one for each 30 square feet of assembly floor area without fixed seats
Hospitals	1 for each 1 bed
Homes for the aged and convalescent homes	1 for each 4 beds plus 1 for each employee on the largest working shift
Child care centers and adult care centers	1 per every teacher or caregiver
Fire and police stations	1 for each employee on duty during the highest staffed shift plus 25% for visitors
Elementary and junior high schools	1 for each 1 teacher and administrator in addition to the requirements of the auditorium
Senior high schools	1 for each employee plus 1 for each 10 students, based on the number of students that the facility is designed to handle at any one time, in addition to the requirements of the auditorium
Theaters, auditoriums, and concert halls	1 for each 4 seats at maximum capacity plus 1 for each 2 employees
Museums and art galleries	1 space for every 500 square feet of gallery area, 1 space per employee, plus 1 space for every 4 seats in a theater or auditorium

Dance halls, civic clubs, fraternal orders, clubs, union halls or any similar type use	1 space for each 100 square feet of useable floor area
Libraries	1 spaces for every 250 square feet of gross floor area (GFA) plus 1 per 2 employees
Business and Commercial	
Athletic clubs and health spas	1 per 300 square feet of useable floor space. Accessory uses shall require additional parking
Business or trade schools	1 space for each seat plus 1 space for each teacher or other employee
Commercial centers and shopping malls	
Centers less than 50,000 square feet	1 for each 200 square feet of gross floor area
Centers greater than 50,000 square feet	1 for each 400 square feet of gross area
All other retail businesses, unless specifically defined	
For businesses with a gross floor area (GFA) less than 25,000 square feet	5 spaces per 1,000 square feet (minimum) to 5 1/2 spaces per 1,000 square feet (maximum)
For businesses with a gross floor area (GFA) equal to or greater than 25,000 square feet	4 spaces per 1,000 square feet (minimum) to 4 1/2 spaces per 1,000 square feet (maximum)
Motor vehicle, recreational vehicle, boat, or mobile home sales or service establishments	1 for each 200 square feet of useable floor space of sales room, 1 for each service bay, and 1 for each employee
Dance or music studios	1 space for every 200 square feet of instructional area plus 1 for each teacher
Restaurants, taverns, bars, nightclubs, and brewpubs	One (1) space per 4 seats + one (1) space per employee + 5 stacking spaces per drive-through lane. Outdoor seating areas shall count toward total parking required unless the proprietor demonstrates that outdoor seating areas do not increase the capacity of the restaurant.
Barber shops, beauty shops	1.5 spaces for each chair, plus 1 for every 2 employees
Laundromats and coin-operated dry cleaners	1 for each 2 washing or dry cleaning machines
Mini storage establishments and Enclosed climate controlled storage facilities	10 exterior spaces for the storage facility, plus 2 for the office, plus 1 space for each employee. Rows between storage buildings shall be designed to allow for simultaneous vehicle parking and passage
Drive-in carwashes, automatic	15 stacking spaces for each washing bay, plus 1 space for each 2 employees
Drive-in carwashes, self-service	3 stacking spaces for each washing bay
Gasoline service stations	1 for each bay and 1 for each employee on the largest shift. Parking shall be provided for convenience stores and other uses operated in conjunction with a gasoline service station, based on standards set forth herein.

Bowling alleys	4 for each 1 alley, in addition to any requirement for other uses such as bar, restaurant, or billiard room
Golf courses open to the general public, except miniature or "par-three"	4 for each 1 golf hole and 1 for each employee. Additional spaces shall be provided as required for clubhouse, restaurant, pro shop, or other affiliated facilities
Golf courses, miniature or "par three"	3 for each 1 hole plus 1 for each 1 employee
Golf driving range, stand alone	1 space for every two tees
Mortuary establishments	1 for each 50 square feet of usable floor space
Motels, hotels, or other commercial lodging establishments	1 for each 1 occupancy unit plus extra spaces for dining rooms, ball rooms, or meeting rooms as required by this division.
Industrial	
Industrial or research establishments	1 for every 2 employees on the largest working shift
Warehousing or wholesale establishments	1 for every 2 employees on the largest working shift
Contractor's establishments	1 for each 1,000 square feet of gross floor area (GFA), but no less than 5
Offices	
General Office	3 spaces per 1,000 square feet of gross floor area (minimum) to 4 spaces per 1,000 feet of gross floor area (maximum)
Dental office	1 space per 300 square feet of gross floor area
Medical office	5 spaces per 1,000 square feet of gross floor area
Financial institutions (banks, credit unions, etc.)	1 space for every 150 square feet of useable floor area and 3 stacking spaces

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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.

1 ADOPTED by the Charter Township of Meridian Board at its regular meeting this **XX**th day of
2 **XXXXXXXX**, 2025.

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Scott Hendrickson, Township Supervisor

Angela Demas, Township Clerk



9.B

To: Township Board
From: Tim Dempsey, Township Manager
Date: May 30, 2025
Re: Progressive Design Contract

Attached for consideration is a design contract with Progressive Companies to develop updated conceptual plans and related visuals based on the Township Board's approved design option. Given the short timeframe with the upcoming August 5, 2015 special election, time is of the essence to have updated concept plans available for informational purposes.

Staff is recommending the Board suspend its rules and approve the contract.

**MOTION TO APPROVE THE CONTRACT WITH PROGRESSIVE COMPANIES
FOR DESIGN WORK ON THE PROPOSED COMMUNITY AND SENIOR CENTER.**

Attachment: Progressive Companies Contract for Services



May 19, 2025
Revised May 29, 2025

Tim Schmitt
Community Planning and Development Director
Meridian Township
5151 Marsh Road
Okemos, MI 48864

Re: Proposal for Conceptual Design Services for Meridian Township Community Center

Dear Tim,

Progressive Companies is pleased to present this proposal for continued planning and conceptualization services for the new Meridian Township Community Center. Following is our understanding of the project, our scope of services, clarifications, proposed schedule, and compensation for your consideration.

UNDERSTANDING OF PROJECT

Meridian Township has identified that a combined Community and Senior Center is the best approach for the community. The center will incorporate most of the programmatic elements from our previous design work, while reducing some scope and allowing for the potential to add onto the Center in the future.

SCOPE OF BASIC SERVICES

Based upon the above project understanding, we will provide the following discipline services:

- Project Management
- Architectural Design
- Interior Design
- Conceptual Site Layout

Deliverables will consist of a conceptual design/space needs synthesis document package, including space needs assessment synopsis, plans, interior and exterior renderings, and updated site plan. Note that interior renderings may or may not be required as determined by Meridian Township.

WORK PLAN AND SCHEDULE

Week of May 12

Revise and align the program statement with the approved direction by the board.

Week of May 19

Creation of a revised floor plan based on the approved program statement and review and approval by Meridian Township.

Week of May 26

Development and review of multiple building massing models to align on a final direction for the overall massing of the building.

Weeks of June 2 and June 9

Based on the approved floor plan and massing model above, we will create both interior and exterior renderings along with a final floor plan and site plan with better definition for the storm water mitigation and parking layout.

CLARIFICATIONS

1. The fee and work plan are based upon an estimated 230 hours of effort.

PROFESSIONAL COMPENSATION

Based upon the above outlined scope of services for the conceptual phase of the project, we propose to provide the work on an hourly basis towards an estimated sum of \$28,000 (twenty-eight thousand dollars). Reimbursable expenses are in addition to professional compensation, estimated to be \$400 (four hundred dollars), and will be invoiced according to the attached Schedule of Invoice Rates.

Progressive Companies has prepared this proposal for Meridian Township, and we request that it be treated as confidential and not copied or distributed for any reason other than evaluation for hire.

The attached Standard Agreement Provisions are incorporated into and made part of this proposal. If an AIA or other Standard form of Agreement is entered into by the Parties, the AIA or other Standard Form of Agreement will include the terms and conditions of the Standard Agreement Provisions. If this proposal meets with your approval, please sign below and return a copy of the signed proposal. Your signature will be our authorization to begin the work and place the project in the firm's schedule. If you do not sign and return this proposal, and after receipt of this proposal you request or accept services from Progressive Companies in connection with this or any other engagement, your request or acceptance of such services will be deemed to be an acquiescence or agreement with the terms provided in this proposal.

We look forward to working on this project with you and your team.

Sincerely,

 Digitally signed by Brendon Ouzoonian
DN: C=US,
E=ouzonianb@progressiveae.com,
O=Progressive SPR, CN=Brendon
Ouzoonian
Date: 2025.05.30 10:11:01-04'00'

Brendon P. Ouzoonian
Director of Construction

 Digitally signed by James F Horman
DN: C=US,
E=jhorman@weareprogressive.com,
O=Progressive Companies,
OU=Principal, CN=James F Horman
Date: 2025.05.30 10:13:09-04'00'

James F. Horman, AIA
Principal

Accepted By: _____

Printed Name: _____ Date: _____

MERIDIAN TOWNSHIP

Standard Agreement Provisions
Architectural Services

The parties to this Agreement, Progressive Companies, hereinafter called the ARCHITECT and Meridian Township, hereinafter called the OWNER, hereby agree to the following conditions:

1. Scope of Services: The services provided by the ARCHITECT shall be limited to those described in the proposal dated May 29, 2025. The parties agree that the Standard Agreement Provisions incorporated herein shall govern.
2. Term: If services covered by this Agreement have not been completed within four (4) months of the date of this Agreement, through no fault of the ARCHITECT, extension of the ARCHITECT's services beyond that time shall be compensated as additional services.
3. Changed Conditions: If, during the term of this Agreement, the ARCHITECT becomes aware of any circumstances or conditions that were not originally contemplated by or known to the ARCHITECT, then to the extent that they affect the scope of services, compensations, schedule, allocation of risks or other material terms of this Agreement, the ARCHITECT may call for re-negotiation of appropriate portions of the Agreement. The ARCHITECT shall notify the OWNER of the changed conditions necessitating re-negotiation, and the ARCHITECT and the OWNER shall promptly and in good faith enter into re-negotiation of this Agreement to address the changed conditions. If terms cannot be agreed to, the parties agree that either party has the absolute right to terminate this Agreement.
4. Additional Services: Additional services not specifically identified in the Scope of Services shall be paid for by the OWNER in addition to the fees previously stated, provided the OWNER authorizes such additional services in writing. Special services will be billed monthly as work progresses and invoices are due upon receipt.
5. Standard of Care: Professional Services provided by the ARCHITECT will be conducted in a manner consistent with that level of care ordinarily and normally exercised by licensed architects and engineers practicing in the State where the Project resides. In reference to the Standard of Care, the Owner and Architect acknowledge that changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the plans and specifications, and, therefore, that the costs of the project may exceed the construction contract sum. The Owner and Architect agree that a design contingency in the amount of three percent (3 percent) of the cost of the work be established, as required, to pay for any such increased project costs. The Owner further agrees to make no claim by way of direct or third-party action against the Architect or his or her subconsultants with respect to any payments within the limit of the contingency reserve made to the construction contractors because of such changes or because of any claims made by the construction contractors relating to such changes. Costs or expenses that are considered value added/betterment (see Paragraph 29) to the project shall not be applied against the design contingency. The design contingency shall be established as a line item in the overall project budget and be carried through the project's construction phase.
6. Schedule for Rendering Services: The ARCHITECT shall prepare and submit for OWNER approval a schedule for the performance of the ARCHITECT's services. This schedule shall include reasonable allowances for review and approval times required by the OWNER, performance of services by the OWNER's consultants, and review and approval times required by public authorities having jurisdiction over the project. This schedule shall be equitably adjusted as the project progresses, allowing for changes in scope, character or size of the project requested by the OWNER, or for delays or other causes beyond the ARCHITECT's reasonable control.
7. Payment Terms: Invoices will be submitted by the ARCHITECT monthly, are due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the date of invoice. Invoices past due shall accrue interest at one percent (1%) per month from the original invoice date. If past due invoices cause the ARCHITECT to proceed with legal action

or collection services, the OWNER agrees to pay all of the ARCHITECT's collection expenses including reasonable attorney fees.

8. Opinions of Probable Construction Cost: In providing opinions of probable construction cost, the OWNER understands that the ARCHITECT has no control over the cost or availability of labor, equipment, or materials, or over market conditions or the Contractor's method of pricing, and that the ARCHITECT's opinions of probable construction costs are made on the basis of the ARCHITECT's professional judgment and experience. The ARCHITECT makes no warranty, express or implied that the bids or the negotiated cost of the Work will not vary from the ARCHITECT's opinion of probable construction cost.
9. Ownership of Instruments of Service: The OWNER acknowledges the ARCHITECT's design documents, including electronic files, reports, drawings, worksheets, plans, supporting documents and other material as the ARCHITECT's instruments of professional service. Provided that the OWNER complies with all obligations of this Agreement and, upon completion of the services and payment in full of all monies due to the ARCHITECT, the ARCHITECT shall provide the OWNER with an exclusive agreement to use the final construction documents prepared under this Agreement for construction or maintaining the project. The OWNER shall not reuse or make any modifications to the construction documents without the prior written authorization of the ARCHITECT. The OWNER agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless the ARCHITECT, its officers, directors, employees, and subconsultants (collectively, ARCHITECT) against any damages, liabilities or costs, including reasonable lawyers' fees and defense costs, arising from or allegedly arising from or in any way related to or connected with the unauthorized reuse or modification of the construction documents by the OWNER or any person or entity that acquires or obtains the construction documents from or through the OWNER without the written authorization of the ARCHITECT.

Under no circumstances shall the transfer of ownership of the ARCHITECT's drawings, specifications, electronic files, or other instruments of service be deemed a work made for hire, or sale by the ARCHITECT, and the ARCHITECT makes no warranties, either express or implied, of merchantability and fitness for any particular purpose, nor shall such transfer be construed or regarded as any waiver or other relinquishment of the ARCHITECT's copyrights or intellectual property rights including Universal Design innovation strategies, checklists, reports and processes in any of the foregoing, full ownership of which shall remain with ARCHITECT, absent the ARCHITECT's express prior written consent.

Native format software models (NFSM) used in development and/or analysis of the OWNER's power system(s) are considered the intellectual property of the ARCHITECT. The ARCHITECT reserves the right of sole ownership of said NFSM. Sole ownership by the ARCHITECT shall survive termination or expiration of the agreement with the OWNER and shall not be restricted by any constraint.

10. Digital Data/Electronic Media: The ARCHITECT reserves the right to remove all indications of its ownership and/or involvement in the material from each electronic medium not held in its possession. The OWNER may retain copies of the work performed by the ARCHITECT in CAD form. Release of digital data will be by execution of the Architect's digital data licensing Agreement (AIA Document C106-2013 or latest edition). Copies shall be for information and used by the OWNER for the specific purpose for which the ARCHITECT was engaged. Said material shall not be used by the OWNER, or transferred to any other party, for use in other projects, additions to the current project, or any other purpose for which the material was not strictly intended without the ARCHITECT's express written permission. Any unauthorized modification or reuse of the materials shall be at the OWNER's sole risk, and the OWNER agrees to defend, indemnify, and hold the ARCHITECT harmless, from all claims, injuries, damages, losses, expenses, and attorneys' fees arising out of the unauthorized use or modification of all Project documentation. Under no circumstance shall the transfer of drawings

or data or other instruments of service on digital data for use by the Recipient be construed to be as a sale. ARCHITECT makes no warranties, either express or implied or of merchantability or of fitness for a particular purpose. To the extent that the digital data includes building information models (Models), the parties agree to the following terms. (1) The Models are intended for the purpose of communicating design intent only and are not construction documents. (2) The Models may not detect all conflicts or inconsistencies. (3) The Models are not intended for quantity take-offs, cost estimates, fabrication, or dimensional purposes. (4) Information contained in the Models will not be construed to dictate construction means or methods. This will remain the Contractor or Fabricator's responsibility.

11. **Dispute Resolution:** In an effort to resolve any conflict, the duly authorized representatives of each party will meet together in good faith in an attempt to resolve the conflict. If this attempted resolution fails to resolve the claim or dispute, the parties agree that all claims, disputes, and other matters in question between the parties arising out of or relating to this Agreement or breach thereof first shall be submitted for non-binding mediation to any one of the following, as agreed to by the parties: American Arbitration Association, American Intermediation Service, Americord, Dispute Resolution, Inc., Endispute, or Judicate. The parties hereto agree to fully cooperate and participate in good faith to resolve the dispute(s). The cost of mediation shall be shared equally by the parties hereto. Any time expended in mediation shall not be included in calculating the time for filing arbitration.

If mediation fails to resolve the claim or dispute, the matter shall be submitted to arbitration with the American Arbitration Association under the Construction Industry rules, unless the parties agree otherwise or unless a plaintiff not a party hereto institutes litigation in a court of competent jurisdiction and said court takes personal jurisdiction over one of the parties hereto regarding the same subject matter as in dispute between the parties hereto.

No arbitration arising out of or relating to this Agreement shall include, by consolidation, joinder, or in any other manner, any additional person not a party to this Agreement except by written consent of the parties and such consent to arbitration involving an additional person(s) shall not constitute consent to arbitration of any dispute not described therein. This Agreement to arbitrate and any Agreement to arbitrate with an additional person(s) shall be specifically enforceable under the prevailing arbitration law.

The demand for arbitration shall be made within one (1) year of the date the claimant knew or should have known of the existence of the claim, dispute, or other matter but in no event later than 3 years after the date of substantial completion of the project. If the demand for arbitration is not effectuated within such times, the claim, dispute, or other matter shall be forever barred.

The decision rendered by the arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof. In the event either party makes a claim or brings an arbitration action or lawsuit against the other party for any act arising out of the performance of the services hereunder, and the claimant fails to prove such claim or action, then the claimant shall pay all legal and other costs (including attorneys' fees) incurred by the other party in defense of such claim or action.

12. **Termination:** If the OWNER fails to make payments in accordance with this Agreement, such failure shall be considered substantial nonperformance and cause for termination or, at the ARCHITECT's option, cause for suspension of services. The ARCHITECT shall provide seven days' written notice. If the OWNER or ARCHITECT suspends the Project, the ARCHITECT shall be compensated for services performed prior to notice of suspension. The ARCHITECT's fees for the remaining services and the time schedule shall be equitably adjusted. Either party may terminate this Agreement upon not less than seven days' written notice to the other party for convenience and without cause. If the Agreement is terminated, the ARCHITECT shall be compensated by the OWNER for services performed prior to termination and reimbursable

expenses including costs attributable to termination, including the costs attributable to the ARCHITECT's termination of consultant Agreements.

13. Professional Liability Insurance and Limitation of Liability: The ARCHITECT maintains professional liability insurance as part of its normal business practice. The OWNER agrees to limit the ARCHITECT's liability to the OWNER and to all Construction Contractors and Subcontractors on the project due to the ARCHITECT's negligent acts, errors, or omissions, such that the total aggregate liability of the ARCHITECT to all those named shall not exceed the amount of the ARCHITECT's compensation for the Project.
14. Indemnification: Subject to the limitation in Paragraph 13 above the ARCHITECT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the OWNER, its officers, directors and employees (collectively, OWNER) against all damages, liabilities or costs, including reasonable attorneys' fees and defense cost, to the extent caused by the ARCHITECT's negligent performance of professional services under this Agreement and that of its subconsultants or anyone for whom the ARCHITECT is legally liable.

The OWNER agrees to the fullest extent permitted by law, to indemnify and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively ARCHITECT) against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, to the extent caused by the OWNER negligent acts in connection with the Project and the acts of its contractors, subcontractors or consultants or anyone for whom the OWNER is legally liable.

Neither OWNER or ARCHITECT shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence or for the negligence of others.

The OWNER and ARCHITECT waive consequential damages for claims, disputes, or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages including disruptions to business operations or loss of profits.

15. Mutual Waiver of Consequential Damages: Notwithstanding any other provision of this Agreement, and to the fullest extent permitted by law, neither the OWNER nor the ARCHITECT, their respective officers, directors, partners, employees, contractors or subconsultants shall be liable to the other or shall make any claim for any incidental, indirect or consequential damages arising out of or connected in any way to the project or to this Agreement. This mutual waiver of incidental, indirect and consequential damages shall include, but is not limited to, loss of use, loss of profit, loss of business, loss of income, loss of reputation or any other consequential damages that either party may have incurred from any cause of action including negligence, strict liability, breach of contract and breach of strict or implied warranty. Both the OWNER and the ARCHITECT shall require similar waivers of consequential damages protecting all the entities or persons named herein in all contracts and subcontracts with others involved in this project.
16. Delays: The OWNER agrees that the ARCHITECT is not responsible for any damages arising directly or indirectly from any delays for causes beyond the ARCHITECT's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions, epidemics, pandemics, or other natural disasters or acts of God; fires, riots, war or other emergencies; failure of any government agency to act in a timely manner; failure of performance by OWNER or the OWNER's contractors or consultants; or discovery of any hazardous substance or differing site conditions. In addition, if the delays resulting from any such causes increase the cost or time required by the ARCHITECT to perform its services in an orderly and efficient manner, the ARCHITECT shall be entitled to a reasonable adjustment in schedule and compensation.

17. Disputed Invoices: If the OWNER objects to any portion of an invoice, the OWNER shall so notify the ARCHITECT in writing within ten (10) calendar days of receipt of the invoice. The OWNER shall identify in writing the specific cause of the disagreement and the amount in dispute and shall pay that portion of the invoice not in dispute in accordance with other payment terms of this Agreement. Any dispute over invoiced amounts due which cannot be resolved within ten (10) calendar days after presentation of invoice by direct negotiation between the parties shall be resolved within thirty (30) calendar days in accordance with the Dispute Resolution provision of this Agreement. Interest at one percent (1%) per month shall be paid by the OWNER on all disputed invoice amounts that are subsequently resolved in the ARCHITECT's favor and shall be calculated on the unpaid balance from the due date of the invoice.
18. ADA Requirements: The ARCHITECT shall make a reasonable professional effort to interpret applicable ADA requirements as they apply to this project but cannot warrant or guarantee compliance due to the fact it is civil rights legislation and open to many different interpretations.
19. Code Compliance: The ARCHITECT shall put forth reasonable professional efforts to comply with applicable laws, codes, and regulations in effect as of the date of the execution of this Agreement. Design changes made necessary by newly enacted laws, codes and regulations after the date shall entitle the ARCHITECT to a reasonable adjustment in the schedule and additional compensation in accordance with the Additional Services provisions of this Agreement.
20. Buried Utilities: The OWNER will be responsible for furnishing the ARCHITECT information identifying the type of all underground utilities and verifying their specific locations. The ARCHITECT (or their subconsultant) will rely on this information and prepare a plan that shows the locations intended for connections with respect to assumed locations of underground utilities provided by the OWNER. The OWNER will approve of all locations of subsurface penetrations prior to them being made. The OWNER agrees to waive all claims and causes of action against the ARCHITECT for damages to underground improvements. The OWNER further agrees to indemnify and hold the ARCHITECT harmless from any damage, liability, or cost, including reasonable attorney's fees and defense costs for any property damage, injury or economic loss arising or allegedly arising from subsurface penetrations.
21. Condominium Conversion: If the ARCHITECT's services and Construction Documents are intended for the design and construction of residential or commercial rental units, they shall be under the ownership and control of a single, integrated OWNER. In the event the Project is changed to any other purpose or use, including, but not limited to, subdivision into individual units for sale, the ARCHITECT shall have no responsibility, and shall be released from all obligations and liabilities for the Project, and each and every right, license and/or ownership interest of the OWNER of the Construction Documents shall be void. The OWNER shall be expressly prohibited from making any further use of the Construction Documents for any purpose, including, but not limited to, the conversion of the Project to another purpose. Further, the OWNER agrees, to the fullest extent permitted by law, to indemnify, immediately defend, and hold harmless the ARCHITECT, its officers, directors, employees and subconsultants (collectively, ARCHITECT) against all damages, liabilities, or costs, including reasonable attorney's fees and defense costs, arising out of or in any way connected with the services performed under this Agreement.
22. Energy Tax Deduction: The ARCHITECT may wish to pursue an energy tax deduction under Section 179D of the Internal Revenue Code for this Project. Such deductions are available to design firms for projects that reduce overall energy use of a building. If Progressive AE determines that this Project meets the relevant 179D qualification criteria, the OWNER agrees to allocate the tax deduction to Progressive AE by signing an Allocation Acknowledgement form which is required by the IRS to receive the deduction.

23. Evaluation of Work: The ARCHITECT shall have authority to reject work that does not conform to the contract documents; however, the ARCHITECT does not have authority to stop work at any time.
24. Hazardous Materials: The ARCHITECT shall have no responsibility for the discovery, presence, handling, removal, or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the Project site. The Owner shall furnish tests, inspections and reports required by law or the Contract Documents, such as structural, mechanical, and chemical tests, tests for air and water pollution, and tests for hazardous materials.
25. Hiring of Personnel: OWNER may not directly hire any employee of the ARCHITECT. OWNER agrees that it shall not, directly, or indirectly solicit any employee of the ARCHITECT from accepting employment with OWNER, affiliate companies, or competitors of ARCHITECT.
26. Means and Methods: The ARCHITECT shall not have control over, charge of, or responsibility for construction means, methods, techniques, sequences, or procedures, or for safety precautions and programs in connection with the work, nor shall the ARCHITECT be responsible for the constructor's failure to perform work in accordance with the contract documents.
27. Site Signage: The ARCHITECT shall be permitted to install exterior signs on the project premises for promotional purposes.
28. Timeliness of Performance: The OWNER and ARCHITECT are aware that many factors outside the Agreement control may affect the ARCHITECT's ability to complete the services to be provide under Agreement. The ARCHITECT will perform these services with reasonable diligence and expediency consistent with sound professional practices.
29. Value-Added/Betterment: If, due to the ARCHITECT's error or omission, any required item or component of the project is omitted from the ARCHITECT's Construction documents, the ARCHITECT shall not be responsible for paying the cost to add such item or components to the extent that such item or component would have otherwise been necessary to the project or otherwise adds value or betterment to the project. In no event will the ARCHITECT be responsible for any cost or expenses that provides value, upgrade, or enrichment of the project.



Schedule of Invoice Rates - 2025

Hourly Staff Charges

Class 10 Personnel	Director, Principal	\$275/hour
Class 9 Personnel	Practice Leader, Principal / Team Leader, Project Principal, Senior Healthcare Planner, Senior Project Leader	\$215/hour
Class 8 Personnel	Director of Strategy and Transformation, Senior Construction Project Manager, Senior Engineer, Senior Planner, Senior Project Manager	\$195/hour
Class 7 Personnel	Construction Administrator, Project Manager II, Senior Architect, Senior Construction Superintendent, Senior Environmental Scientist, Senior Project Designer, Senior Surveyor	\$180/hour
Class 6 Personnel	Architect II, Engineer II, Estimator, Planner III, Project Designer, Senior Engineering Designer, Senior Interior Designer, Senior Landscape Architect	\$155/hour
Class 5 Personnel	Architect, Construction Project Manger, Engineer, Project Manager, Senior Architectural Staff, Senior Engineering Technician	\$130/hour
Class 4 Personnel	Architectural Staff, Architectural Technician, Engineering Designer, Environmental Scientist II, Interior Designer II, Landscape Architect II, Planner II, Survey Technician	\$115/hour
Class 3 Personnel	Construction Observer, Construction Superintendent, Environmental Scientist, Interior Designer, Landscape Designer	\$100/hour
Class 2 Personnel	Engineering Technician, Field Scientist, Interior Design Staff, Planner, Project Assistant	\$85/hour
Class 1 Personnel	Intern	\$60/hour

Reimbursable Expenses

1. Fees for Program, Financial or Procurement Management services when the Owner has engaged a supplier and Architect is subject to a fee.
2. Building permit fees and plan review fees as required by the authorities having jurisdiction over projects at cost plus 10%.
3. Outside services, consultants, travel and lodging at cost plus 10%.
4. Copies, telephone, cell phone voice and data charges and office supplies will be charged through a \$25 per month Misc. Office Expense charge. This charge will not be applied to invoices under \$1,000.
5. CAD black/white plotting at 25¢ per square foot; CAD color plotting at 35¢ per square foot; CAD low density color images at 40¢ each; and CAD high density color images at 60¢ each. Postage, shipping, and lab tests at cost. Files written to CD will be minimum \$100 per drawing or \$500 maximum. Passenger vehicle mileage on projects at the IRS Standard Rate (currently 70¢ per mile). Lodging, meals, and airfare at cost. Machine rental GPS at \$250 per day. Traffic Counters at \$60 per count. Surveying supplies at 50¢ per stake.
6. Overtime expenses requiring higher than normal rates if authorized by owner.

Notes:

1. Invoices are due upon receipt. Unpaid invoices shall bear interest at a rate of 1 percent per month if not paid within 30 days of the date of the invoice.
2. Special media requests may be at a higher rate.
3. Hourly staff charges and expenses are subject to change annually.

STD RATE

January 10, 2025



To: Board Members

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

Date: May 29, 2025

Re: Ordinance 2025-05 – Franchise Agreement with the Lansing Board of Water and Light – Introduction

Before the Board this evening for introduction is Ordinance 2025-05, which is an updated Franchise Agreement with the Lansing Board of Water and Light (BWL). If approved by the Township Board, this Franchise Agreement will replace the existing 1988 franchise agreement with the BWL for its continued operations and provision of electric service within Meridian Township. The current franchise agreement expired in 2021 but remains in effect.

The BWL's franchise area comprises 7.3 percent of the total geographic area of the Township. A map of the BWL's franchise area is attached to this cover memorandum. The BWL's franchise area is not changing under this proposed Franchise Agreement. The remaining 92.7 percent of the geographic area of the Township is, and will continue to be, governed by the Township's Franchise Agreement with Consumers Energy.

This Franchise Agreement would take effect upon acceptance in writing by BWL and final adoption of the ordinance by the Meridian Township Board and subsequent execution by the Township Supervisor and Clerk.

This Franchise Agreement has a duration of thirty years. In exchange for the franchise granted to BWL, the Franchise Agreement requires a payment by BWL of a 5% franchise fee based on gross revenues derived from the electric services it provides within Meridian Township. Township staff have worked with our attorneys and the BWL to ensure the proposed Franchise Agreement complies with the recent ruling of the Michigan Supreme Court in *Heos v City of East Lansing*.

We look forward to discussing this with the Board in greater depth on June 3. The Township attorney will be in attendance along with Deputy Manager Opsommer to answer any questions the Board has.

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

MOVE TO APPROVE THE RESOLUTION TO INTRODUCE ORDINANCE NO. 2025-05, AN ORDINANCE TO ADOPT THE FRANCHISE AGREEMENT WITH THE LANSING BOARD OF WATER AND LIGHT INTO THE TOWNSHIP'S CODE OF ORDINANCES.

Attachment:

1. Resolution to Approve Franchise Agreement with the Lansing Board of Water and Light

Memo to Township Board

May 29, 2025

**Re: Ordinance 2025-05 - Franchise Agreement with the Lansing Board of Water and Light
- Introduction**

2. Cover Letter from the Township Attorney
3. Redline Version of the Franchise Agreement with the Lansing Board of Water and Light
4. Clean Version of the Franchise Agreement with the Lansing Board of Water and Light
5. Map of the Lansing Board of Water and Light Franchise Area

MERIDIAN CHARTER TOWNSHIP

INGHAM COUNTY, MICHIGAN

ORDINANCE NO. 2025-05

**RESOLUTION TO APPROVE FRANCHISE AGREEMENT WITH THE
LANSING BOARD OF WATER AND LIGHT**

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, MI 48864, in said Township on June 4, 2025, at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Lansing Board of Water and Light (“BWL”) is a municipally owned utility providing electric services within the geographic boundaries of Meridian Charter Township; and

WHEREAS, BWL utilizes the Township’s public rights-of-way and infrastructure to provide utility services to Township residents and businesses; and

WHEREAS, under applicable state law, including the Michigan Constitution of 1963, Const. 1963, Art. VII, §29, MCL 247.183, and other enabling legislation, the Township has the authority to grant franchises and impose reasonable fees for the use of its public rights-of-way; and

WHEREAS, Meridian Township seeks to enter into a Franchise Agreement with BWL establishing terms for BWL’s continued operation within the Township and requiring the payment of a 5% franchise fee based on gross revenues derived from BWL’s operations within the Township; and

WHEREAS, the Township Board has reviewed the proposed Franchise Agreement and determined it to be in the best interest of the Township and its residents to ensure fair compensation for the use of Township infrastructure.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, that the Township Board hereby INTRODUCES FOR PUBLIC AND SUBSEQUENT ADOPTION Ordinance No. 2025-05, titled “Franchise Agreement with the Lansing Board of Water and Light”.

YEAS: _____

NAYS: _____

ABSTAIN: _____

May 19, 2025

Via Electronic Mail

Township Board
Charter Township of Meridian
5151 Marsh Road
Okemos, MI 48864

Dear Board Members:

Re: BWL Franchise Agreement

Attached for your consideration and approval is a renewable and updated Franchise Agreement and Ordinance granting the Lansing Board of Water and Light (BWL) a franchise for its continued operations and provision of electric service within Meridian Township. This Ordinance replaces the 1988 Electric Franchise Agreement, will take effect upon acceptance in writing by BWL and publication by Meridian Township, and has a duration of thirty years. In exchange for the franchise granted to BWL, the Franchise Agreement requires a payment by BWL of a 5% franchise fee based on gross revenues derived from the electric services it provides within Meridian Township.

We have worked with Township staff and BWL to ensure and confirm the proposed Franchise Agreement and Ordinance complies with the recent ruling of the Michigan Supreme Court in *Heos v City of East Lansing*.

We have also attached a proposed Resolution for adoption of the Ordinance. Please review the proposed documents attached and let us know if you have any questions.

Sincerely,



**CHRISTOPHER S. PATTERSON
MEMBER**

Direct: 517.381.3205
cpatterson@fsbrlaw.com

CSP/TSV/bjf



04.07.2025

CHARTER TOWNSHIP OF MERIDIAN

**LANSING BOARD OF WATER AND LIGHT
ELECTRIC FRANCHISE AGREEMENT ORDINANCE**

ORDINANCE NO. 2025-05

**LANSING BOARD OF WATER AND LIGHT ELECTRIC FRANCHISE
ORDINANCE**

An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT ~~(Grantee),~~ its successors and assigns, the right, power rights, privileges, and authority franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highway highways, streets, alleys, bridges and other public places, and to ~~do~~conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN ORDAINS:

SECTION 1. GRANT, TERM. The CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, ~~hereinafter (the Charter “Township,”)~~ hereby affirms grants the right, power rights, privileges, and authority franchise to the Lansing Board of Water and Light LANSING BOARD OF WATER AND LIGHT, a municipally owned utility, its successors and assigns, ~~hereinafter (the “Grantee,”)~~ to, in the defined service area, described in Exhibit A and as may be amended through subsequent expansions and contractions (the “Service Area”) construct, maintain, and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances, ~~hereinafter referred to (collectively as “electric lines, power facilities,” or “facilities”)~~ for the purpose of, ~~in the defined service area,~~ transmitting, transforming, and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places in the Service Area, and to ~~do~~conduct a local electric utility business and have ~~an exclusive~~ nonexclusive franchise to provide electricity and electric utility service in the defined service area, in the Service Area in the Township ~~CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN~~, for a period of thirty (30) years from the date of acceptance by the Grantee, but revocable at the will of either party upon sixty (60) days written notice by the party desiring such revocation, unless the franchise granted by this Ordinance is approved by a vote of the Township electors.

The rights, privileges, and franchise hereby granted shall not be construed as exclusive, and the ~~Charter~~ Township Board hereby reserves the power to grant similar rights, privileges, and franchises to any other person or persons, firm or firms, corporation or corporations.

~~Upon revocation or termination as provided herein or at the expiration of the term for which this Franchise is granted, the Township may order Grantee, in writing, to remove any and all portions of its electric distribution system located within the Charter Township. However, the Charter Township or successor utility shall pay Grantee the undepreciated value, plus the cost of removal, less the salvage value, of all facilities installed thirty (30) years or less, including any stranded costs for serving within the Charter Township.~~

This grant shall not be construed as affecting the title to any public place, nor shall it be interpreted as a surrender of the Township's legislative power or a limit on the Township's statutory or constitutional authority to regulate the use of public places within its territory or compliance with this Ordinance.

SECTION 2. CONSIDERATION. In consideration of the valuable rights, ~~power~~privileges, and ~~authority~~franchise hereby ~~affirmed~~granted, Grantee shall faithfully perform all things required by the terms ~~hereof~~of this Ordinance.

SECTION 3. CONDITIONS. All of Grantee's towers, masts, and poles shall be so placed on either side of the highways, streets, alleys and bridges as not to unnecessarily interfere with the ~~use thereof for highway, street, alley and bridge purposes.~~ public use thereof. The installation of Grantee's poles, conduits, and appurtenances shall be according to well-accepted industry standards and shall be monitored by the Township, to the extent not inconsistent with state law. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, alleys, and bridges— which the Township shall monitor so as to secure persons or property against injury within the Township-at-large. All work performed by Grantee in said highways, streets, alleys, and bridges shall be done so as to minimize interference with the public use thereof, and when completed, the same shall be ~~left in~~restored to as good condition as when work was commenced. ~~The Grantee shall have the right to cut or trim trees if necessary in the conducting of such business.~~

Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities and with at least five (5) business days' prior notice to the Township to facilitate coordination with its residents and its own use of its public places, except to the extent that such trimming is necessary in response to an emergency to restore service or protect the health, safety, or wellbeing of the public.

Before commencing the construction or erection of poles, wires, transformers and other similar or related equipment which will take place in any street, alley, bridge, waterway or other public place, the grantee shall provide the Township Manager with at least fifteen (15) business days' advance notice, including a description of the work to be performed, to allow the Township reasonable opportunity to respond to their effects upon municipal services and public safety. This notice requirement shall not apply to the installation of electric service lines to customer premises nor to work performed solely on privately owned property. At the Township Manager's request, Grantee may be required to provide plans and specifications showing the nature and extent of proposed construction but plans and specifications are not required for Grantee to maintain existing electric power facilities or for emergency service. Grantee shall allow the Township, its employees, and agents to conduct reasonable inspections of Grantee's facilities within the Township.

Grantee shall, at its expense and upon request of the Township, protect, support, temporarily disconnect, relocate, and/or remove from the highways, streets, alleys, bridges, waterways, or other public places any of Grantee's facilities when required by reason of traffic conditions; public safety; street vacation; freeway or street construction; change or establishment of street grade; or installation of sewers, drains, water pipes, signal lines, tracks, or other public improvements. Nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law, and nothing herein shall restrict or impair Grantee's rights under any statutes or laws regarding the vacation or relocation of public street.

SECTION 4. — HOLD HARMLESS. INDEMNIFICATION. To the extent permitted by law, ~~the~~ Grantee shall at all times keep and save the ~~Charter~~ Township free and harmless from all loss, costs and expense to which it may be subject and caused by the negligent construction ~~and~~, operation, or maintenance of the structures of Grantee hereby authorized or Grantee's facilities or due to activities directly related to the operation of such structures by the Grantee. The Charter Township shall ~~Grantee's operation in the Township; and in any action against the Township on account of the permission herein given, Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance; provided, however, that this hold harmless and defend the Grantee from any and all provision shall not apply to any loss, cost, damage or claims, losses arising out of the negligence of the Township, its employees or its contractors. To the extent permitted by law, the Township shall hold harmless and defend the Grantee from any and all claims, damages, or litigation which made against Grantee as a result from the Grantee's compliance with the collection and remittance of the franchise fee described in Section 8 of this Ordinance. of the acts or obligations imposed by the Township on Grantee for Grantee to operate within the right-of-way that otherwise fail to comply with state or federal law.~~ Nothing herein shall be construed as a waiver of governmental immunity for 3rd third party claims, which is as available to each party as a matter of law.

SECTION 5. EXTENSIONS. Grantee shall construct and extend its electric ~~distribution system within the Charter Township power facilities within the Township, subject to coordination with the Township Manager or his or her designee, and furnish electric service to applicants residing therein~~ in accordance with applicable laws and Grantee's rules and regulations.

SECTION 6. SERVICE AREA. To the extent permitted by law, Grantee shall furnish electric utility service to all customers requesting such service within Grantee's service area as indicated on the map attached as Exhibit A and as may be amended through any subsequent expansions or contractions. Grantee shall keep the Township apprised of the scope and routes within its service area and give advance notice of any extension or contraction thereof by providing written notice of the same no later than fifteen (15) business days before any such extension or contraction takes place. This notice requirement shall not apply to extensions or contractions that do not impact a public right of way or involve less than 5 residential customers.

SECTION 7. REPEAL. This franchise Ordinance shall revoke and supersede any and all previous franchises granted by the ~~Charter~~ Township to Grantee, including the 1988 Electric Franchise agreement ~~Agreement~~ between the Grantor ~~Township~~ and ~~the~~ Grantee. For the time between

expiration of the 1988 Electric Franchise ~~agreement~~Agreement and the effective date of this ~~Agreement~~Ordinance, the terms of the 1988 Electric Franchise Agreement are deemed controlling.

SECTION 8. RATES. The rates and Rules and Regulations governing the supply and use of electricity shall be the same as in the City of Lansing except that the rates shall be increased within the boundaries of the ~~Charter~~ Township by the amount of any taxes, license fees, franchise fees, user fees, or any other charges against the Grantee's property or its operations, or the production or sale of electrical energy, levied or imposed on Grantee by the ~~Charter~~ Township or this ~~ordinance~~.Ordinance.

SECTION 9. FRANCHISE FEE. During the term of ~~this~~the franchise granted by this Ordinance or the operation of the electric ~~system~~power facilities pursuant to this ~~franchise~~Ordinance, and to the extent permitted by law, ~~the~~ Grantee shall, in exchange for the valuable franchise granted by this Ordinance, pay to the ~~extent allowable~~Township a franchise fee in an amount reasonably proportional to the Township's regulatory costs incurred as a ~~matter~~result of law ~~Grantee's~~ electric power facilities and ~~upon~~operation within the service area, including but not limited to the costs of: (1) and responding to resident inquiries and concerns regarding Grantee's electric utility business and its electric power facilities within the Township; (2) administering, regulating, inspecting, repairing, and maintaining the Township's streets, rights-of-way, pedestrian and bicycle pathways, and public places due to the occupation, use of, and wear and tear attributable to Grantee's operation of its electric utility business and its electric power facilities; (3) providing police, fire, and emergency services to regulate, preserve, and protect Grantee's electric utility business and property interests within Grantee's service area, including responding to downed power lines or other damaged facilities belonging to Grantee, protecting the public against any dangers, responding to the health and safety needs of Grantee's employees, agents or contractors while repairing, maintaining, or constructing the electric power facilities within the Township and extinguishing any fires or responding to any other emergencies caused by Grantee's downed power lines or other damaged facilities; (4) overseeing and verifying Grantee's compliance with this Ordinance; (5) insuring the risks to persons and property associated with the Grantee's operation of its electric utility business; (6) attorney fees and other legal costs associated with implementing and regulating the application of this agreement; and (7) required information and communications technology and personnel dedicated to the servicing of the Grantee's customers in the service area, among others.

Grantee and the Township acknowledge and agree that the Township's regulatory costs incurred as a result of the obligations enumerated above are a valid basis for the imposition of a franchise fee and Grantee shall therefore pay a percent (%) franchise fee, which may be adjusted from time to time by resolution of the ~~Charter~~ Township Board, collect and remit to accurately reflect the ~~Charter Township a~~ Township's regulatory costs as enumerated above, but in no case shall the franchise fee ~~in an amount up to~~exceed five percent (5%) of the ~~Grantee's~~ revenue excluding sales tax from the retail sale of electric energy by ~~the~~ Grantee within the ~~Charter~~ Township ~~for the use of its streets, public places and other facilities, as well as the maintenance, improvements and supervision thereof.~~

The franchise fee payment shall be made by Grantee to the ~~Charter~~ Township in accordance with the terms and conditions set forth in ~~its~~this Ordinance and the Township's fee resolution,

provided, however, that (a) the effective date of any imposed franchise fee, or amendments to the franchise fee, shall be no sooner than sixty (60) days after the ~~Charter~~ Township provides written notice of the fee resolution to Grantee, (b) remittance to the Township shall be quarterly subject to a year-end reconciliation to actual retail sales revenues as of December 31 and ~~(bc)~~ the ~~Charter~~ Township may terminate the franchise fee at any time. Such fee ~~will~~may appear on the corresponding energy bills ~~and an administrative charge of ½ percent (0.5%) of collected franchise fees for the quarterly billing will apply.~~ To the extent the Grantee is precluded from ~~collecting~~remitting such franchise fee to the Township, remittance to ~~Charter~~the Township will cease.

SECTION ~~9.~~10. GRANTEE RULES. ~~The~~ Grantee shall have authority to promulgate such rules, regulations, terms, and conditions governing the conduct of ~~its business~~ electric utility businesses as shall be reasonably necessary to enable ~~the~~ Grantee to exercise its rights and perform its obligations under this franchise Ordinance, and to assure uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms, and conditions shall not ~~be in~~ conflict with the provisions hereof of this Ordinance, applicable ordinances adopted by the Township pursuant to its statutory or of constitutional authority to regulate the use of public places within its territory, regulations adopted by the County of Ingham, or the laws and regulations of the State of Michigan.

SECTION ~~10.~~11. EFFECTIVE DATE. This ~~ordinance~~Ordinance shall take effect upon the day after the date of ~~its~~ publication ~~thereof~~; provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period ~~the~~ Grantee shall accept the same in writing filed with the ~~Charter~~ Township Clerk. Upon acceptance and publication ~~hereof~~, this ~~ordinance~~Ordinance shall also constitute a contract between the ~~Charter~~ Township and Grantee.

~~Section 11.~~ SECTION 12. PUBLICATION AND ADMINISTRATIVE COSTS. The ~~Charter~~ Township shall assume the cost of publication of this franchise Ordinance or a notice of its adoption as required by law.

SECTION 13. FOOTE ACT FRANCHISE. Nothing herein in this Ordinance shall be construed as either party rendering an opinion or position as to whether the Grantee has vested franchise rights under the Foote Act, 1905 PA 264. ~~The~~ Grantee does not relinquish any right to assert, and the ~~Charter~~ Township does not waive any right to contest.

SECTION ~~12.~~14. INTEGRATION. This Ordinance supersedes all prior discussions and agreements between the Township and Grantee with respect to the franchise granted and all other matters contained herein and constitutes the sole and entire agreement between the Township and Grantee.

SECTION 15. SEVERABILITY. If any provision of this franchise Ordinance is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability; all other provisions hereof of this Ordinance shall remain in full force and effect.

~~We~~ I, Scott Hendrickson, Supervisor of the Charter Township of Meridian, certify that the foregoing ~~agreement~~Ordinance was duly enacted by the ~~Charter~~ Township ~~of the~~ Board of ~~Trustees~~the Charter Township of Meridian, Ingham County, Michigan on the _____ day of _____, 2021-2025.

Scott Hendrickson, Supervisor

I, _____, Deborah Guthrie, Clerk of the Charter Township of Meridian, Ingham County, Michigan, hereby certify that the above ~~resolution~~Ordinance is a true copy of the action taken by the ~~Charter~~ Township Board of the Charter Township of Meridian, on the date set forth and published as set forth above.

Angela Demas, Clerk

ACCEPTANCE

TO THE TOWNSHIP BOARD OF TRUSTEES OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN:

The LANSING BOARD OF WATER AND LIGHT ~~hereby~~ accepts the franchise granted to it under the above Ordinance by ~~you~~the Township Board of the Charter Township Board of Meridian on the _____ day of _____, 2021-2025, which ~~said franchise~~Ordinance is entitled as follows:

~~AN~~An ORDINANCE, ~~granting to the City of Lansing by its~~ LANSING BOARD OF WATER AND LIGHT, ~~(Grantee), its successors and assigns, the right, power, rights, privileges, and authority to in the defined service area~~franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges, ~~waterways~~, and other public places, and to ~~do~~conduct a local electric utility business in the defined service area in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

LANSING BOARD OF WATER AND LIGHT

By: _____

Dated: _____, 2021-2025 By: _____

Its: _____

EXHIBIT A
DESCRIPTION OF SERVICE AREA

BWDRAFT 19.21

CHARTER TOWNSHIP OF MERIDIAN

**LANSING BOARD OF WATER AND LIGHT
ELECTRIC FRANCHISE ORDINANCE**

ORDINANCE NO. 2025-05

An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT, its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN ORDAINS:

SECTION 1. GRANT, TERM. The CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN (the “Township”) hereby grants the rights, privileges, and franchise to the LANSING BOARD OF WATER AND LIGHT, a municipally owned utility, its successors and assigns (the “Grantee”) to in the defined service area described in Exhibit A and as may be amended through subsequent expansions and contractions (the “Service Area”) construct, maintain, and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, and other electrical appliances (collectively “electric power facilities,” or “facilities”) for the purpose of transmitting, transforming, and distributing electricity on, under, along and across the highways, streets, alleys, bridges, waterways, and other public places in the Service Area, and to conduct a local electric utility business and have a nonexclusive franchise to provide electricity and electric utility service in the Service Area in the Township, for a period of thirty (30) years from the date of acceptance by the Grantee, but revocable at the will of either party upon sixty (60) days written notice by the party desiring such revocation, unless the franchise granted by this Ordinance is approved by a vote of the Township electors.

The rights, privileges, and franchise hereby granted shall not be construed as exclusive, and the Township Board hereby reserves the power to grant similar rights, privileges, and franchises to any other person or persons, firm or firms, corporation or corporations.

This grant shall not be construed as affecting the title to any public place, nor shall it be interpreted as a surrender of the Township’s legislative power or a limit on the Township’s statutory or constitutional authority to regulate the use of public places within its territory or compliance with this Ordinance.

SECTION 2. CONSIDERATION. In consideration of the valuable rights, privileges, and franchise hereby granted, Grantee shall faithfully perform all things required by the terms of this Ordinance.

SECTION 3. CONDITIONS. All of Grantee's towers, masts, and poles shall be so placed on either side of the highways, streets, alleys and bridges as not to unnecessarily interfere with the public use thereof. The installation of Grantee's poles, conduits, and appurtenances shall be according to well-accepted industry standards and shall be monitored by the Township, to the extent not inconsistent with state law. All of Grantee's wires carrying electricity shall be securely fastened so as not to endanger or injure persons or property in said highways, streets, alleys, and bridges which the Township shall monitor so as to secure persons or property against injury within the Township-at-large. All work performed by Grantee in said highways, streets, alleys, and bridges shall be done so as to minimize interference with the public use thereof, and when completed, the same shall be restored to as good condition as when work was commenced.

Grantee shall have the right to trim trees if necessary in the conducting of such business, subject, however, to the supervision of the highway authorities and with at least five (5) business days' prior notice to the Township to facilitate coordination with its residents and its own use of its public places, except to the extent that such trimming is necessary in response to an emergency to restore service or protect the health, safety, or wellbeing of the public.

Before commencing the construction or erection of poles, wires, transformers and other similar or related equipment which will take place in any street, alley, bridge, waterway or other public place, the grantee shall provide the Township Manager with at least fifteen (15) business days' advance notice, including a description of the work to be performed, to allow the Township reasonable opportunity to respond to their effects upon municipal services and public safety. This notice requirement shall not apply to the installation of electric service lines to customer premises nor to work performed solely on privately owned property. At the Township Manager's request, Grantee may be required to provide plans and specifications showing the nature and extent of proposed construction but plans and specifications are not required for Grantee to maintain existing electric power facilities or for emergency service. Grantee shall allow the Township, its employees, and agents to conduct reasonable inspections of Grantee's facilities within the Township.

Grantee shall, at its expense and upon request of the Township, protect, support, temporarily disconnect, relocate, and/or remove from the highways, streets, alleys, bridges, waterways, or other public places any of Grantee's facilities when required by reason of traffic conditions; public safety; street vacation; freeway or street construction; change or establishment of street grade; or installation of sewers, drains, water pipes, signal lines, tracks, or other public improvements. Nothing herein shall be construed as a waiver by Grantee of any of its existing or future rights under state or federal law, and nothing herein shall restrict or impair Grantee's rights under any statutes or laws regarding the vacation or relocation of public street.

SECTION 4. INDEMNIFICATION. To the extent permitted by law Grantee shall at all times keep and save the Township free and harmless from all loss, costs and expense to which it may be subject and caused by the negligent construction, operation, or maintenance of Grantee's facilities or due to activities directly related to Grantee's operation in the Township; and in any action against the Township on account of the permission herein given, Grantee shall, upon notice, defend the Township and save it free and harmless from all loss, cost and damage arising out of such negligent construction and maintenance; provided, however, that this hold harmless

provision shall not apply to any loss, cost, damage or claims arising out of the negligence of the Township, its employees or its contractors. To the extent permitted by law, the Township shall hold harmless and defend the Grantee from any and all claims, damages, or litigation made against Grantee as a result of the acts or obligations imposed by the Township on Grantee for Grantee to operate within the right-of-way that otherwise fail to comply with state or federal law. Nothing herein shall be construed as a waiver of governmental immunity for third party claims as available to each party as a matter of law.

SECTION 5. EXTENSIONS. Grantee shall construct and extend its electric power facilities within the Township, subject to coordination with the Township Manager or his or her designee, and furnish electric service to applicants residing therein in accordance with applicable laws and Grantee's rules and regulations.

SECTION 6. SERVICE AREA. To the extent permitted by law, Grantee shall furnish electric utility service to all customers requesting such service within Grantee's service area as indicated on the map attached as Exhibit A and as may be amended through any subsequent expansions or contractions. Grantee shall keep the Township apprised of the scope and routes within its service area and give advance notice of any extension or contraction thereof by providing written notice of the same no later than fifteen (15) business days before any such extension or contraction takes place. This notice requirement shall not apply to extensions or contractions that do not impact a public right of way or involve less than 5 residential customers.

SECTION 7. REPEAL. This Ordinance shall revoke and supersede any and all previous franchises granted by the Township to Grantee, including the 1988 Electric Franchise Agreement between the Township and Grantee. For the time between expiration of the 1988 Electric Franchise Agreement and the effective date of this Ordinance, the terms of the 1988 Electric Franchise Agreement are deemed controlling.

SECTION 8. RATES. The rates and Rules and Regulations governing the supply and use of electricity shall be the same as in the City of Lansing except that the rates shall be increased within the boundaries of the Township by the amount of any taxes, license fees, franchise fees, user fees, or any other charges against the Grantee's property or its operations, or the production or sale of electrical energy, levied or imposed on Grantee by the Township or this Ordinance.

SECTION 9. FRANCHISE FEE. During the term of the franchise granted by this Ordinance or the operation of the electric power facilities pursuant to this Ordinance, and to the extent permitted by law, Grantee shall, in exchange for the valuable franchise granted by this Ordinance, pay to the Township a franchise fee in an amount reasonably proportional to the Township's regulatory costs incurred as a result of Grantee's electric power facilities and operation within the service area, including but not limited to the costs of: (1) and responding to resident inquiries and concerns regarding Grantee's electric utility business and its electric power facilities within the Township; (2) administering, regulating, inspecting, repairing, and maintaining the Township's streets, rights-of-way, pedestrian and bicycle pathways, and public places due to the occupation, use of, and wear and tear attributable to Grantee's operation of its electric utility business and its electric power facilities; (3) providing police, fire, and emergency services to regulate, preserve, and protect Grantee's electric utility business and property interests within Grantee's service area,

including responding to downed power lines or other damaged facilities belonging to Grantee, protecting the public against any dangers, responding to the health and safety needs of Grantee's employees, agents or contractors while repairing, maintaining, or constructing the electric power facilities within the Township and extinguishing any fires or responding to any other emergencies caused by Grantee's downed power lines or other damaged facilities; (4) overseeing and verifying Grantee's compliance with this Ordinance; (5) insuring the risks to persons and property associated with the Grantee's operation of its electric utility business; (6) attorney fees and other legal costs associated with implementing and regulating the application of this agreement; and (7) required information and communications technology and personnel dedicated to the servicing of the Grantee's customers in the service area, among others.

Grantee and the Township acknowledge and agree that the Township's regulatory costs incurred as a result of the obligations enumerated above are a valid basis for the imposition of a franchise fee and Grantee shall therefore pay a percent (%) franchise fee, which may be adjusted from time to time by resolution of the Township Board to accurately reflect the Township's regulatory costs as enumerated above, but in no case shall the franchise fee exceed five percent (5%) of Grantee's revenue excluding sales tax from the retail sale of electric energy by Grantee within the Township.

The franchise fee payment shall be made by Grantee to the Township in accordance with the terms and conditions set forth in this Ordinance and the Township's fee resolution, provided, however, that (a) the effective date of any imposed franchise fee, or amendments to the franchise fee, shall be no sooner than sixty (60) days after the Township provides written notice of the fee resolution to Grantee, (b) remittance to the Township shall be quarterly subject to a year-end reconciliation to actual retail sales revenues as of December 31 and (c) the Township may terminate the franchise fee at any time. Such fee may appear on the corresponding energy bills. To the extent the Grantee is precluded from remitting such franchise fee to the Township, remittance to the Township will cease.

SECTION 10. GRANTEE RULES. Grantee shall have authority to promulgate such rules, regulations, terms, and conditions governing the conduct of electric utility businesses as shall be reasonably necessary to enable Grantee to exercise its rights and perform its obligations under this Ordinance, and to assure uninterrupted service to each and all of its customers. Provided, however, that such rules, regulations, terms, and conditions shall not conflict with the provisions of this Ordinance, applicable ordinances adopted by the Township pursuant to its statutory or constitutional authority to regulate the use of public places within its territory, regulations adopted by the County of Ingham, or the laws and regulations of the State of Michigan.

SECTION 11. EFFECTIVE DATE. This Ordinance shall take effect upon the day after the date of its publication; provided, however, it shall cease and be of no effect after thirty days from its adoption unless within said period Grantee shall accept the same in writing filed with the Township Clerk. Upon acceptance and publication, this Ordinance shall also constitute a contract between the Township and Grantee.

SECTION 12. PUBLICATION AND ADMINISTRATIVE COSTS. The Township shall assume the cost of publication of this Ordinance or a notice of its adoption as required by law.

SECTION 13. FOOTE ACT FRANCHISE. Nothing in this Ordinance shall be construed as either party rendering an opinion or position as to whether the Grantee has vested franchise rights under the Foote Act, 1905 PA 264. Grantee does not relinquish any right to assert, and the Township does not waive any right to contest.

SECTION 14. INTEGRATION. This Ordinance supersedes all prior discussions and agreements between the Township and Grantee with respect to the franchise granted and all other matters contained herein and constitutes the sole and entire agreement between the Township and Grantee.

SECTION 15. SEVERABILITY. If any provision of this Ordinance is to any extent illegal, otherwise invalid, or incapable of being enforced, such provision shall be excluded to the extent of such invalidity or unenforceability; all other provisions of this Ordinance shall remain in full force and effect.

I, Scott Hendrickson, Supervisor of the Charter Township of Meridian, certify that the foregoing Ordinance was duly enacted by the Township Board of the Charter Township of Meridian, Ingham County, Michigan on the _____ day of _____, 2025.

Scott Hendrickson, Supervisor

I, Deborah Guthrie, Clerk of the Charter Township of Meridian, Ingham County, Michigan, hereby certify that the above Ordinance is a true copy of the action taken by the Township Board of the Charter Township of Meridian, on the date set forth and published as set forth above.

Angela Demas, Clerk

ACCEPTANCE

TO THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN:

The LANSING BOARD OF WATER AND LIGHT accepts the franchise granted to it under the above Ordinance by the Township Board of the Charter Township of Meridian on the ____ day of _____, 2025, which Ordinance is entitled as follows:

An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT (Grantee), its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets,

alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

LANSING BOARD OF WATER AND LIGHT

Dated: _____, 2025 By: _____
Its: _____

**EXHIBIT A
DESCRIPTION OF SERVICE AREA**

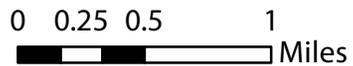
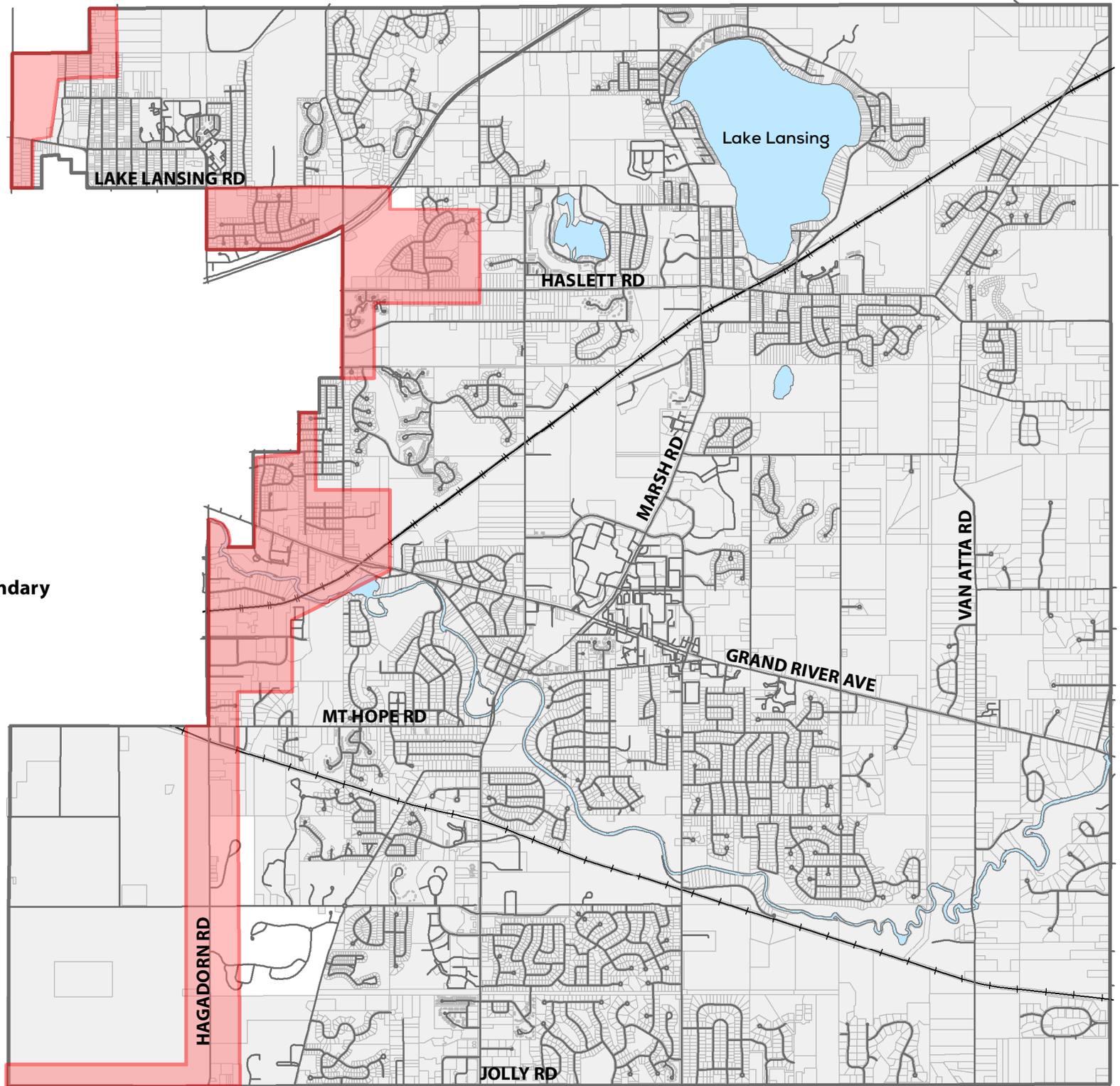
BWL DRAFT 9.3.21

N



MERIDIAN TOWNSHIP

-  **BWL Service Area**
-  **Streets**
-  **Railroad**
-  **Water**
-  **Parcels**
-  **Meridian Township Boundary**





To: Board Members

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

Date: May 12, 2025

**Re: Township Board Liaison to the East Lansing-Meridian Water & Sewer
Authority Board of Trustees**

The East Lansing City Council currently appoints one of their members to serve as a liaison to the East Lansing-Meridian Water & Sewer Authority (ELMWSA) Board of Trustees.

There is no legal requirement that the Township Board appoint a liaison to the ELMWSA Board. For context, the Township Board has also never voluntarily appointed a liaison to the ELMWSA Board. In an effort to better engage and educate the Township Board as it relates to ELMWSA, I believe there would be a benefit in having a Township Board member serve as a liaison to the ELMWSA Board.

The ELMWSA Board meets at 11 a.m. on the third Thursday of the month at ELMWSA, 2470 Burcham Drive, East Lansing, MI 48823. The ELMWSA Board meetings typically conclude between Noon and 1 p.m.

I look forward to discussing this idea with the Board in greater depth.

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

**MOVE TO APPOINT _____ TO SERVE AS THE TOWNSHIP BOARD LIAISON
TO THE EAST LANSING-MERIDIAN WATER & SEWER AUTHORITY BOARD.**



To: Township Board
From: Tim Dempsey, Township Manager & Samantha Diehl, Communications Manager
Date: May 29, 2025
Re: Comcast Local Franchise Renewal

Meridian Township currently has two franchise agreements with Comcast and AT&T, both of which are renewed every 10 years. The franchise agreement with AT&T was signed on April 9, 2018, and will be up for renewal in 2028. The Comcast agreement was last signed on June 9, 2015, and is set to expire in 2025.

When a video provider utilizes public rights-of-way to deliver video services to residents, they are required to pay the Township a franchise fee and a Public, Education, and Government (PEG) fee. The percentage of fees paid to the Township is specified in the agreement, and the number of cable subscribers within the service area determines the amount paid to the Township.

Under the existing agreement, Comcast pays 5% of its gross revenue as franchise fees and 1% of its gross revenue as PEG fees. The PEG fees collected by the Township can only be used on capital expenses related to HOMTV, the Township's PEG channel. In contrast, franchise fees can be used on any Township-related expense.

For the 2025 renewal, staff and attorneys recommend that the Township approve the agreement with a 5% franchise fee and 1% PEG fee. The terms of the proposed agreement match the existing agreement and meet statutory requirements. Once it's approved, this agreement will remain in effect until 2035.

Attachments:

- 1. Manager Dempsey's Letter to Comcast**
- 2. Comcast Franchise Agreement**



Meridian Township
5151 Marsh Road
Okemos, MI 48864

P 517.853.4000
F 517.853.4096

Township Board:

Scott Hendrickson
Township Supervisor

Angela Demas
Township Clerk

Phil Deschaine
Township Treasurer

Kathy Ann Sundland
Township Trustee

Marna Wilson
Township Trustee

Nickolas Lentz
Township Trustee

Peter Trezise
Township Trustee

Timothy H. Dempsey
Township Manager

May 21, 2025

Ben Miller
Director, Government Affairs
Comcast, Heartland Region
1401 E. Miller Road
Lansing, MI 48911

Dear Mr. Miller:

Thank you for sending the proposed Local Franchise Agreement for consideration. This letter is to acknowledge our receipt and completeness of the agreement.

I will provide you with an update on our review and approval timeframe in the coming days.

Sincerely,

Timothy H. Dempsey
Meridian Township Manager

cc: Sam Diehl, Communications Manager



Sent via UPS

April 30, 2025

Ms. Angela Demas, Clerk
Meridian Township
5151 Marsh Rd.
Okemos, MI 48864

Re: Michigan Uniform Video Service Local Franchise Agreement Renewal

Dear Ms. Demas:

In accordance with the instructions set forth by the Michigan Public Service Commission in its provision of the Uniform Video Service Local Franchise Agreement, and with provisions set forth in Section 3(7) of Public Act 480 of 2006, enclosed please find two completed Renewal Uniform Video Service Local Franchise Agreements along with the necessary Attachment 1's thereto filed on behalf of Comcast of Michigan III, Inc.. *Kindly return one executed copy of the Agreement to me in the self-addressed stamped envelope.*

You will find several stickers attached to the document indicating where the Franchising Entity is required to supply information. Please note that on page 9 of the UVSLFA in the box entitled, "Franchise Agreement (Franchising Entity to Complete), the "Date submitted" is the date the Franchising Entity receives the Agreement from Comcast and the "Date completed and approved" is when the Franchising Entity signs the Agreement.

If you have any questions, please contact me directly at 517-930-6771 or Matt Kelley, Director, Government Affairs, at 317-771-2104.

Sincerely,

A handwritten signature in black ink, appearing to read "Ben Miller", written over a white background.

Ben Miller
Director, Government Affairs
Comcast, Heartland Region
1401 E. Miller Rd.
Lansing, MI 48911

Enclosure

INSTRUCTIONS FOR UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

Pursuant to 2006 Public Act 480, MCL 484.3301 *et seq.*, any Video Service Provider seeking to provide video service in one or more service areas in the state of Michigan after January 30, 2007, shall file an application for a Uniform Video Service Local Franchise Agreement with the Local Unit of Government ("Franchising Entity") that the Provider wishes to service. Pursuant to Section 2(2) of 2006 PA 480, "Except as otherwise provided by this Act, a person shall not provide video services in any local unit of government without first obtaining a uniform video service local franchise as provided under Section 3." Procedures applicable to incumbent video service providers are set forth below.

As of the effective date (January 1, 2007) of the Act, no existing franchise agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the agreement. The incumbent video Provider, at its option, may continue to provide video services to the Franchising Entity by electing to do one of the following:

1. Terminate the existing franchise agreement before the expiration date of the agreement and enter into a new franchise under a uniform video service local franchise agreement.
2. Continue under the existing franchise agreement amended to include only those provisions required under a uniform video service local franchise.
3. Continue to operate under the terms of an expired franchise until a uniform video service local franchise agreement takes effect. An incumbent video Provider with an expired franchise on the effective date has 120 days after the effective date of the Act to file for a uniform video service local franchise agreement.

On the effective date (January 1, 2007) of the Act, any provisions of an existing Franchise that are inconsistent with or in addition to the provisions of a uniform video service local Franchise Agreement are unreasonable and unenforceable by the Franchising Entity.

If, at a subsequent date, the Provider would like to provide video service to an additional Local Unit of Government, the Provider must file an additional application with that Local Unit of Government.

The forms shall meet the following requirements:

- The Provider must complete both the "Uniform Video Service Local Franchise Agreement" and "Attachment 1 - Uniform Video Service Local Franchise Agreement" forms if they are seeking a new/renewed Franchise Agreement, and send the forms by mail (certified, registered, first-class, return receipt requested, or by a nationally recognized overnight delivery service) to the appropriate Franchising Entity. Until otherwise officially notified by the Franchising Entity, the forms shall be sent to the Clerk or any official with the responsibilities or functions of the Clerk in the Franchising Entity. "**Attachment 2 - Uniform Video Service Local Franchise Agreement**" is not required to be filed at this time *unless it is being used regarding amendments, terminations, or transfers pertaining to an existing Uniform Video Service Local Franchise Agreement.* (Refer to Sections X to XII of the Agreement, as well as Section 3(4-6) of the Act.)
- Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL.**
 1. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:

"[insert PROVIDER'S NAME]
[CONFIDENTIAL INFORMATION]"

2. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a

FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.

3. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

- Responses to all questions must be provided and must be amended appropriately when changes occur.
- All responses must be printed out, typed, signed/dated (where appropriate), and mailed (certified, registered, first class, return receipt requested, or by a national recognized overnight delivery service) to the appropriate party.
- The Agreement and Attachments are templates. Tab through the documents and fill in as appropriate, use the appropriate "dropdown box" (City/Village/Township) when indicated.
- For sections that need explanation, if the Provider runs out of space, the Provider should then submit the application with typed attachments that are clearly identified.
- The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by this Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the franchise agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- A Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under this subsection, the franchise agreement shall be considered complete and the Franchise Agreement approved. The Provider shall notify both the Franchising Entity and the Michigan Public Service Commission of such an approved and completed Agreement by completing **Attachment 3 - Uniform Video Service Local Franchise Agreement**.
- For changes to an existing Uniform Video Service Local Franchise Agreement (amendments, transfers, or terminations), the Provider must complete the "**Attachment 2 - Uniform Video Service Local Franchising Entity**" form, and send the form to the appropriate Franchising Entity.
- For information that is to be submitted to the Michigan Public Service Commission, please use the following address:

Michigan Public Service Commission
Attn: Video Franchising
6545 Mercantile Way
P.O. Box 30221
Lansing, MI 48909

Fax: (517) 284-8200

Questions should be directed to the Telecommunications Division, Michigan Public Service Commission at (517) 284-8190.

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT

THIS UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT ("Agreement") is made, pursuant to 2006 PA 480, MCL 484.3301 *et seq.*, (the "Act") by and between Meridian Township, a Michigan municipal corporation (the "Franchising Entity"), and Comcast of Michigan III, Inc., a Delaware Corporation doing business as Comcast.

I. Definitions

For purposes of this Agreement, the following terms shall have the following meanings as defined in the Act:

- A. "Cable Operator" means that terms as defined in 47 USC 522(5).
- B. "Cable Service" means that terms as defined in 47 USC 522(6).
- C. "Cable System" means that term as defined in 47 USC 522(7).
- D. "Commission" means the Michigan Public Service Commission.
- E. "Franchising Entity" means the local unit of government in which a provider offers video services through a franchise.
- F. "FCC" means the Federal Communications Commission.
- G. "Gross Revenue" means that term as described in Section 6(4) of the Act and in Section VI(D) of the Agreement.
- H. "Household" means a house, an apartment, a mobile home, or any other structure or part of a structure intended for residential occupancy as separate living quarters.
- I. "Incumbent video provider" means a cable operator serving cable subscribers or a telecommunication provider providing video services through the provider's existing telephone exchange boundaries in a particular franchise area within a local unit of government on the effective date of this act.
- J. "IPTV" means internet protocol television.
- K. "Local unit of government" means a city, village, or township.
- L. "Low-income household" means a household with an average annual household income of less than \$35,000.00 as determined by the most recent decennial census.
- M. "METRO Act" means the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act, 2002 PA 48, MCL 484.3101 *et seq.*
- N. "Open video system" or "OVS" means that term as defined in 47 USC 573.
- O. "Person" means an individual, corporation, association, partnership, governmental entity, or any other legal entity.
- P. "Public rights-of-way" means the area on, below, or above a public roadway, highway, street, public sidewalk, alley, waterway, or utility easements dedicated for compatible uses.
- Q. "Term" means the period of time provided for in Section V of this Agreement.
- R. "Uniform video service local franchise agreement" or "franchise agreement" means the franchise agreement required under the Act to be the operating agreement between each franchising entity and video provider in this state.
- S. "Video programming" means that term as defined in 47 USC 522(20).
- T. "Video service" means video programming, cable services, IPTV, or OVS provided through facilities located at least in part in the public rights-of-way without regard to delivery technology, including internet protocol technology. This definition does not include any video programming provided by a commercial mobile service provider defined in 47 USC 332(d) or provided solely as part of, and via, a service that enables users to access content, information, electronic mail, or other services offered over the public internet.
- U. "Video service provider" or "Provider" means a person authorized under the Act to provide video service.
- V. "Video service provider fee" means the amount paid by a video service provider or incumbent video provider under Section 6 of the Act and Section VI of this Agreement.

II. Requirements of the Provider

- A. An unfranchised Provider will not provide video services in any local unit of government without first obtaining a uniform video service local franchise agreement as provided under **Section 3 of the Act** (except as otherwise provided by the Act).
- B. The Provider shall file in a timely manner with the Federal Communications Commission all forms required by that agency in advance of offering video service in Michigan.
- C. The Provider agrees to comply with all valid and enforceable federal and state statutes and regulations.
- D. The Provider agrees to comply with all valid and enforceable local regulations regarding the use and occupation of public rights-of-way in the delivery of the video service, including the police powers of the Franchising Entity.
- E. The Provider shall comply with all Federal Communications Commission requirements involving the distribution and notification of federal, state, and local emergency messages over the emergency alert system applicable to cable operators.
- F. The Provider shall comply with the public, education, and government programming requirements of Section 4 of the Act.
- G. The Provider shall comply with all customer service rules of the Federal Communications Commission under 47 CFR 76.309 (c) applicable to cable operators and applicable provisions of the Michigan Consumer Protection Act, 1976 PA 331, MCL 445.901 to 445.922.
 - i. Including but not limited to: MCL 445.902; MCL 445.903 (1)(a) through 445.903(1)(cc); MCL 445.903(1)(ff) through (jj); MCL 445.903(2); MCL 445.905; MCL 445.906; MCL 445.907; MCL 445.908; MCL 445.910; MCL 445.911; MCL 445.914; MCL 445.915; MCL 445.916; MCL 445.918.
- H. The Provider agrees to comply with in-home wiring and consumer premises wiring rules of the Federal Communications Commission applicable to cable operators.
- I. The Provider shall comply with the Consumer Privacy Requirements of 47 USC 551 applicable to cable operators.
- J. If the Provider is an incumbent video provider, it shall comply with the terms which provide insurance for right-of-way related activities that are contained in its last cable franchise or consent agreement from the Franchising Entity entered before the effective date of the Act.
- K. The Provider agrees that before offering video services within the boundaries of a local unit of government, the video Provider shall enter into a Franchise Agreement with the local unit of government as required by the Act.
- L. The Provider understands that as the effective date of the Act, no existing Franchise Agreement with a Franchising Entity shall be renewed or extended upon the expiration date of the Agreement.
- M. The Provider provides an exact description of the video service area footprint to be served, pursuant to **Section 2(3)(e) of the Act**. If the Provider is not an incumbent video Provider, the date on which the Provider expects to provide video services in the area identified under **Section 2(3)(e) of the Act** must be noted. The Provider will provide this information in Attachment 1 - Uniform Video Service Local Franchise Agreement.
- N. The Provider is required to pay the Provider fees pursuant to **Section 6 of the Act**.

III. Provider Providing Access

- A. The Provider shall not deny access to service to any group of potential residential subscribers because of the race or income of the residents in the local area in which the group resides.
- B. It is a defense to an alleged violation of Paragraph A if the Provider has met either of the following conditions:
 - i. Within 3 years of the date it began providing video service under the Act and the Agreement; at least 25% of households with access to the Provider's video service are low-income households.
 - ii. Within 5 years of the date it began providing video service under the Act and Agreement and from that point forward, at least 30% of the households with access to the Provider's video service are low-income households.
- C. **[If the Provider is using telecommunication facilities]** to provide video services and has more than 1,000,000 telecommunication access lines in Michigan, the Provider shall provide access to its video service to a number of households equal to at least 25% of the households in the provider's telecommunication

service area in Michigan within 3 years of the date it began providing video service under the Act and Agreement and to a number not less than 50% of these households within 6 years. **The video service Provider is not required to meet the 50% requirement in this paragraph until 2 years after at least 30% of the households with access to the Provider's video service subscribe to the service for 6 consecutive months.**

- D. The Provider may apply to the Franchising Entity, and in the case of paragraph C, the Commission, for a waiver of or for an extension of time to meet the requirements of this section if 1 or more of the following apply:
- i. The inability to obtain access to public and private rights-of-way under reasonable terms and conditions.
 - ii. Developments or buildings not being subject to competition because of existing exclusive service arrangements.
 - iii. Developments or buildings being inaccessible using reasonable technical solutions under commercial reasonable terms and conditions.
 - iv. Natural disasters
 - v. Factors beyond the control of the Provider
- E. The Franchising Entity or Commission may grant the waiver or extension only if the Provider has made substantial and continuous effort to meet the requirements of this section. If an extension is granted, the Franchising Entity or Commission shall establish a new compliance deadline. If a waiver is granted, the Franchising Entity or Commission shall specify the requirement or requirements waived.
- F. The Provider shall file an annual report with the Franchising Entity and the Commission regarding the progress that has been made toward compliance with paragraphs B and C.
- G. Except for satellite service, the provider may satisfy the requirements of this paragraph and Section 9 of the Act through the use of alternative technology that offers service, functionality, and content, which is demonstrably similar to that provided through the provider's video service system and may include a technology that does not require the use of any public right-of-way. The technology utilized to comply with the requirements of this section shall include local public, education, and government channels and messages over the emergency alert system as required under Paragraph II(E) of this Agreement.

IV. Responsibility of the Franchising Entity

- A. The Franchising Entity hereby grants authority to the Provider to provide Video Service in the Video Service area footprint, as described in this Agreement and Attachments, as well as the Act.
- B. The Franchising Entity hereby grants authority to the Provider to use and occupy the Public Rights-of-way in the delivery of Video Service, subject to the laws of the state of Michigan and the police powers of the Franchising Entity.
- C. The Franchising Entity shall notify the Provider as to whether the submitted Franchise Agreement is complete as required by the Act within 15 business days after the date that the Franchise Agreement is filed. If the Franchise Agreement is not complete, the Franchising Entity shall state in its notice the reasons the Franchise Agreement is incomplete. The Franchising Entity cannot declare an application to be incomplete because it may dispute whether or not the applicant has properly classified certain material as "confidential."
- D. The Franchising Entity shall have 30 days after the submission date of a complete Franchise Agreement to approve the agreement. If the Franchising Entity does not notify the Provider regarding the completeness of the Franchise Agreement or approve the Franchise Agreement within the time periods required under **Section 3(3) of the Act**, the Franchise Agreement shall be considered complete and the Franchise Agreement approved.
- i. If time has expired for the Franchising Entity to notify the Provider, The Provider shall send (via mail: certified or registered, or by fax) notice to the Franchising Entity and the Commission, using Attachment 3 of this Agreement.
- E. The Franchising Entity shall allow a Provider to install, construct, and maintain a video service or communications network within a public right-of-way and shall provide the provider with open, comparable, nondiscriminatory, and competitively neutral access to the public right-of-way.
- F. The Franchising Entity may not discriminate against a video service provider to provide video service for any of the following:
- i. The authorization or placement of a video service or communications network in public right-of-way.
 - ii. Access to a building owned by a governmental entity.
 - iii. A municipal utility pole attachment.
- G. The Franchising Entity may impose on a Provider a permit fee only to the extent it imposes such a fee on incumbent video providers, and any fee shall not exceed the actual, direct costs incurred by the Franchising Entity for issuing the relevant permit. A fee under this section shall not be levied if the Provider already has paid a permit fee of any kind in connection with the same activity that would otherwise be covered by the

permit fee under this section or is otherwise authorized by law or contract to place the facilities used by the Provider in the public right-of-way or for general revenue purposes.

- H. The Franchising Entity shall not require the provider to obtain any other franchise, assess any other fee or charge, or impose any other franchise requirement than is allowed under the Act and this Agreement. For purposes of this Agreement, a franchise requirement includes but is not limited to, a provision regulating rates charged by video service providers, requiring the video service providers to satisfy any build-out requirements, or a requirement for the deployment of any facilities or equipment.
- I. Notwithstanding any other provision of the Act, the Provider shall not be required to comply with, and the Franchising Entity may not impose or enforce, any mandatory build-out or deployment provisions, schedules, or requirements except as required by **Section 9 of the Act**.
- J. The Franchising Entity is subject to the penalties provided for under Section 14 of the Act.

V. Term

- A. This Franchise Agreement shall be for a period of 10 years from the date it is issued. The date it is issued shall be calculated either by **(a)** the date the Franchising Entity approved the Agreement, provided it did so within 30 days after the submission of a complete franchise agreement, or **(b)** the date the Agreement is deemed approved pursuant to **Section 3(3) of the Act**, if the Franchising Entity either fails to notify the Provider regarding the completeness of the Agreement or approve the Agreement within the time periods required under that subsection.
- B. Before the expiration of the initial Franchise Agreement or any subsequent renewals, the Provider may apply for an additional 10-year renewal under **Section 3(7) of the Act**.

VI. Fees

- A. A video service Provider shall calculate and pay an annual video service provider fee to the Franchising Entity. The fee shall be 1 of the following:
 - i. If there is an existing Franchise Agreement, an amount equal to the percentage of gross revenue paid to the Franchising Entity by the incumbent video Provider with the largest number of subscribers in the Franchising Entity.
 - ii. At the expiration of an existing Franchise Agreement or if there is no existing Franchise Agreement, an amount equal to the percentage of gross revenue as established by the Franchising Entity of _____% (percentage amount to be inserted by Franchising Entity which shall not exceed 5%) and shall be applicable to all providers
- B. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- C. The Franchising Entity shall not demand any additional fees or charges from a provider and shall not demand the use of any other calculation method other than allowed under the Act.
- D. For purposes of this Section, "gross revenues" means all consideration of any kind or nature, including, without limitation, cash, credits, property, and in-kind contributions received by the provider from subscribers for the provision of video service by the video service provider within the jurisdiction of the franchising entity.
 - 1. **Gross revenues shall include all of the following:**
 - i. All charges and fees paid by subscribers for the provision of video service, including equipment rental, late fees, insufficient funds fees, fees attributable to video service when sold individually or as part of a package or bundle, or functionally integrated, with services other than video service.
 - ii. Any franchise fee imposed on the Provider that is passed on to subscribers.
 - iii. Compensation received by the Provider for promotion or exhibition of any products or services over the video service.
 - iv. Revenue received by the Provider as compensation for carriage of video programming on that Provider's video service.
 - v. All revenue derived from compensation arrangements for advertising to the local franchise area.
 - vi. Any advertising commissions paid to an affiliated third party for video service advertising.
 - 2. **Gross revenues do not include any of the following:**
 - i. Any revenue not actually received, even if billed, such as bad debt net of any recoveries of bad debt.
 - ii. Refunds, rebates, credits, or discounts to subscribers or a municipality to the extent not already offset by subdivision (D)(i) and to the extent the refund, rebate, credit, or discount is attributable to the video service.
 - iii. Any revenues received by the Provider or its affiliates from the provision of services or capabilities other than video service, including telecommunications services, information services, and services,

- capabilities, and applications that may be sold as part of a package or bundle, or functionality integrated, with video service.
- iv. Any revenues received by the Provider or its affiliates for the provision of directory or internet advertising, including yellow pages, white pages, banner advertisement, and electronic publishing.
 - v. Any amounts attributable to the provision of video service to customers at no charge, including the provision of such service to public institutions without charge.
 - vi. Any tax, fee, or assessment of general applicability imposed on the customer or the transaction by a federal, state, or local government or any other governmental entity, collected by the Provider, and required to be remitted to the taxing entity, including sales and use taxes.
 - vii. Any forgone revenue from the provision of video service at no charge to any person, except that any forgone revenue exchanged for trades, barter, services, or other items of value shall be included in gross revenue.
 - viii. Sales of capital assets or surplus equipment.
 - ix. Reimbursement by programmers of marketing costs actually incurred by the Provider for the introduction of new programming.
 - x. The sale of video service for resale to the extent the purchaser certifies in writing that it will resell the service and pay a franchise fee with respect to the service.
- E. In the case of a video service that is bundled or integrated functionally with other services, capabilities, or applications, the portion of the video Provider's revenue attributable to the other services, capabilities, or applications shall be included in gross revenue unless the Provider can reasonably identify the division or exclusion of the revenue from its books and records that are kept in the regular course of business.
- F. Revenue of an affiliate shall be included in the calculation of gross revenues to the extent the treatment of the revenue as revenue of the affiliate has the effect of evading the payment of franchise fees which would otherwise be paid for video service.
- G. The Provider is entitled to a credit applied toward the fees due under **Section 6(1) of the Act** for all funds allocated to the Franchising Entity from annual maintenance fees paid by the provider for use of public rights-of-way, minus any property tax credit allowed under **Section 8 of the Metropolitan Extension Telecommunications Rights-of-Way Oversight Act (METRO Act)**, 2002 PA 48, MCL 484.3108. The credits shall be applied on a monthly pro rata basis beginning in the first month of each calendar year in which the Franchising Entity receives its allocation of funds. The credit allowed under this subsection shall be calculated by multiplying the number of linear feet occupied by the Provider in the public rights-of-way of the Franchising Entity by the lesser of 5 cents or the amount assessed under the **METRO Act**. The Provider is not eligible for a credit under this section unless the provider has taken all property tax credits allowed under the **METRO Act**.
- H. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- I. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- J. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(1) of the Act**, applied against the amount of the subscriber's monthly bill.
- K. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

VII. Public, Education, and Government (PEG) Channels

- A. The video service Provider shall designate a sufficient amount of capacity on its network to provide for the same number of public, education, and government access channels that are in actual use on the incumbent video provider system on the **effective date of the Act** or as provided under **Section 4(14) of the Act**.
- B. Any public, education, or government channel provided under this section that is not utilized by the Franchising Entity for at least 8 hours per day for 3 consecutive months may no longer be made available to the Franchising Entity and may be programmed at the Provider's discretion. At such a time as the Franchising Entity can certify a schedule for at least 8 hours of daily programming for a period of 3 consecutive months, the Provider shall restore the previously reallocated channel.
- C. The Franchising Entity shall ensure that all transmissions, content, or programming to be retransmitted by a video service Provider is provided in a manner or form that is capable of being accepted and retransmitted by a Provider, without requirement for additional alteration or change in the content by the Provider, over the particular network of the Provider, which is compatible with the technology or protocol utilized by the Provider to deliver services.

- D. The person producing the broadcast is solely responsible for all content provided over designated public, education, or government channels. The video service Provider *shall not* exercise any editorial control over any programming on any channel designed for public, education, or government use.
- E. The video service Provider is not subject to any civil or criminal liability for any program carried on any channel designated for public, education, or government use.
- F. If a Franchising Entity seeks to utilize capacity pursuant to **Section 4(1) of the Act** or an agreement under **Section 13 of the Act** to provide access to video programming over one or more PEG channels, the Franchising Entity shall give the Provider a written request specifying the number of channels in actual use on the incumbent video provider's system or specified in the agreement entered into under **Section 13 of the Act**. The video service Provider shall have 90 days to begin providing access as requested by the Franchising Entity. The number and designation of PEG access channels shall be set forth in an addendum to this agreement effective 90 days after the request is submitted by the Franchising Entity.
- G. A PEG channel shall only be used for noncommercial purposes.

VIII. PEG Fees

- A. The video service Provider shall also pay to the Franchising Entity as support for the cost of PEG access facilities and services an annual fee equal to one of the following options:
 - 1. If there is an existing Franchise on the effective date of the Act, the fee (enter the fee amount 1%) paid to the Franchising Entity by the incumbent video Provider with the largest number of cable service subscribers in the Franchising Entity as determined by the existing Franchise Agreement;
 - 2. At the expiration of the existing Franchise Agreement, the amount required under (1) above, which is 1 % of gross revenues. (The amount under (1) above is not to exceed 2% of gross revenues);
 - 3. If there is no existing Franchise Agreement, a percentage of gross revenues as established by the Franchising Entity and to be determined by a community need assessment, is ----- % of gross revenues. (The percentage that is established by the Franchising Entity is not to exceed 2% of gross revenues.); and
 - 4. An amount agreed to by the Franchising Entity and the video service Provider.
- B. The fee required by this section shall be applicable to all providers, pursuant to Section 6(9) of the Act.
- C. The fee shall be due on a quarterly basis and paid within 45 days after the close of the quarter. Each payment shall include a statement explaining the basis for the calculation of the fee.
- D. All determinations and computations made under this section shall be pursuant to generally accepted accounting principles.
- E. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the Provider shall be made within 3 years from the date the compensation is remitted.
- F. The Provider may identify and collect as a separate line item on the regular monthly bill of each subscriber an amount equal to the percentage established under **Section 6(8) of the Act**, applied against the amount of the subscriber's monthly bill.
- G. The Franchising Entity shall not demand any additional fees or charges from a Provider and shall not demand the use of any other calculation method other than allowed under the Act.

IX. Audits

- A. No more than every 24 months, a Franchising Entity may perform reasonable audits of the video service Provider's calculation of the fees paid under **Section 6 of the Act** to the Franchising Entity during the preceding 24-month period only. All records reasonably necessary for the audits shall be made available by the Provider at the location where the records are kept in the ordinary course of business. The Franchising Entity and the video service Provider shall each be responsible for their respective costs of the audit. Any additional amount due verified by the Franchising Entity shall be paid by the Provider within 30 days of the Franchising Entity's submission of invoice for the sum. If the sum exceeds 5% of the total fees which the audit determines should have been paid for the 24-month period, the Provider shall pay the Franchising Entity's reasonable costs of the audit.
- B. Any claims by a Franchising Entity that fees have not been paid as required under **Section 6 of the Act**, and any claims for refunds or other corrections to the remittance of the provider shall be made within 3 years from the date the compensation is remitted.

X. Termination and Modification

This Franchise Agreement issued by a Franchising Entity may be terminated or the video service area footprint may be modified, except as provided under **Section 9 of the Act**, by the Provider by submitting notice to the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XI. Transferability

This Franchise Agreement issued by a Franchising Entity or an existing franchise of an incumbent video service Provider is fully transferable to any successor in interest to the Provider to which it is initially granted. A notice of transfer shall be filed with the Franchising Entity within 15 days of the completion of the transfer. The Provider will use Attachment 2, when notifying the Franchising Entity. The successor in interest will assume the rights and responsibilities of the original provider and will also be required to complete their portion of the Transfer Agreement located within Attachment 2.

XII. Change of Information

If any of the information contained in the Franchise Agreement changes, the Provider shall timely notify the Franchising Entity. The Provider will use Attachment 2, when notifying the Franchising Entity.

XIII. Confidentiality

Pursuant to Section 11 of the Act: Except under the terms of a mandatory protective order, trade secrets and commercial or financial information designated as such and submitted under the Act to the Franchising Entity or Commission are exempt from the Freedom of Information Act, 1976 PA 442, MCL 15.231 to 15.246 and **MUST BE KEPT CONFIDENTIAL**.

- A. The Provider may specify which items of information should be deemed "confidential." It is the responsibility of the provider to clearly identify and segregate any confidential information submitted to the franchising entity with the following information:
 "[insert PROVIDER'S NAME]
 [CONFIDENTIAL INFORMATION]"
- B. The Franchising Entity receiving the information so designated as confidential is required (a) to protect such information from public disclosure, (b) exempt such information from any response to a FOIA request, and (c) make the information available only to and for use only by such local officials as are necessary to approve the franchise agreement or perform any other task for which the information is submitted.
- C. Any Franchising Entity which disputes whether certain information submitted to it by a provider is entitled to confidential treatment under the Act may apply to the Commission for resolution of such a dispute. Unless and until the Commission determines that part or all of the information is not entitled to confidential treatment under the Act, the Franchising Entity shall keep the information confidential.

XIV. Complaints/Customer Service

- A. The Provider shall establish a dispute resolution process for its customers. Provider shall maintain a local or toll-free telephone number for customer service contact.
- B. The Provider shall be subjected to the penalties, as described under **Section 14 of the Act**, and the Franchising Entity and Provider may be subjected to the dispute process as described in **Section 10 of the Act**.
- C. Each Provider shall annually notify its customers of the dispute resolution process required under **Section 10 of the Act**. Each Provider shall include the dispute resolution process on its website.
- D. Before a customer may file a complaint with the Commission under **Section 10(5) of the Act**, the customer shall first attempt to resolve the dispute through the dispute resolution process established by the Provider in **Section 10(2) of the Act**.
- E. A complaint between a customer and a Provider shall be handled by the Commission pursuant to the process as described in **Section 10(5) of the Act**.
- F. A complaint between a Provider and a franchising entity or between two or more Providers shall be handled by the Commission pursuant to the process described in **Section 10(6) of the Act**.
- G. In connection with providing video services to the subscribers, a provider shall not do any act prohibited by Section 10(1)(a-f) of the Act. The Commission may enforce compliance to the extent that the activities are not covered by **Section 2(3)(l) in the Act**.

XV. Notices

Any notices to be given under this Franchise Agreement shall be in writing and delivered to a Party personally, by facsimile or by certified, registered, or first-class mail, with postage prepaid and return receipt requested, or by a nationally recognized overnight delivery service, addressed as follows:

If to the Franchising Entity:
(must provide street address)

Meridian Township:

Attn: _____
Fax No.: _____

If to the Provider:
(must provide street address)

1.
41112 Concept Dr.

Plymouth, MI 48170

Attn: VP of Government Affairs

Fax No.: 734-892-2159

2.
2605 Circle 75 Pkwy SE

Atlanta, GA 30339

Attn: Sr. Vice President, Government Relations

3.
One Comcast Center

Philadelphia, PA 19103

Attn: Government Affairs Department

Or such other addresses or facsimile numbers as the Parties may designate by written notice from time to time.

XVI. Miscellaneous

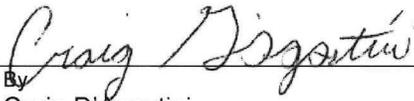
- A. Governing Law. This Franchise Agreement shall be governed by, and construed in accordance with, applicable Federal laws and laws of the State of Michigan.
- B. The parties to this Franchise Agreement are subject to all valid and enforceable provisions of the Act.
- C. Counterparts. This Agreement may be signed in one or more counterparts, each of which shall be deemed an original and all of which together shall constitute on and the same agreement.
- D. Power to Enter. Each Party hereby warrants to the other Party that it has the requisite power and authority to enter into this Franchise Agreement and to perform according to the terms hereof.
- E. The Provider and Franchising Entity are subject to the provisions of 2006 Public Act 480.

IN WITNESS WHEREOF, the Parties, by their duly authorized representatives, have executed this Franchise Agreement.

Meridian Township, a Michigan Municipal Corporation

Comcast of Michigan III, Inc., a Delaware Corporation doing business as Comcast.

By
Print Name
Title
Address
City, State, Zip
Phone
Fax
Email

 By
Craig D'Agostini Print Name
Vice President of Government and Regulatory Affairs Title
41112 Concept Drive Address
Plymouth, MI 48170 City, State, Zip
734 359-2240 Phone
734-892-2159 Fax
Craig_D'agostini@cable.comcast.com Email

FRANCHISE AGREEMENT *(Franchising Entity to Complete)*

Date submitted:
Date completed and approved:

ATTACHMENT 1

UNIFORM VIDEO SERVICE LOCAL FRANCHISE AGREEMENT (Pursuant To 2006 Public Act 480) (Form must be typed)

Date: April 28, 2025		
Applicant's Name: Comcast of Michigan III, Inc.		
Address 1: 41112 Concept Dr.		
Address 2		Phone: 248-233-4700
City: Plymouth	State: MI	Zip: 48170
Federal I.D. No. (FEIN): 72-0634942		

Company executive officers:

Name(s): Craig D'Agostini
Title(s): Vice President of Government and Regulatory Affairs

Person(s) authorized to represent the company before the Franchising Entity and the Commission:

Name: Ben Miller		
Title: Director, Government & Regulatory Affairs		
Address: 1401 E. Miller Rd., Lansing, MI 48911		
Phone: (517) 930-6771	Fax:	Email: Benjamin_Miller4@comcast.com

Name: Matt Kelley		
Title: Director, Government Affairs		
Address: 720 Taylor St., Ft. Wayne, IN 46802		
Phone: 317-771-2104	Fax:	Email: Matthew_Kelley@cable.comcast.com

Describe the video service area footprint as set forth in Section 2(3e) of the Act. (An exact description of the video service area footprint to be served, as identified by a geographic information system digital boundary meeting or exceeding national map accuracy standards.)

As an incumbent provider, Comcast, is satisfying this requirement by allowing a franchising entity to seek right-of-way related information comparable to that required by a permit under the metropolitan extension telecommunications rights-of-way oversight act, 2002 PA 48, MCL 484.3101 to 484.3120, as set forth in its last cable franchise entered before the effective date of this act.

[Option A: for Providers that Options B and C are not applicable, a description based on a geographic information system digital boundary meeting or exceeding national map accuracy standards]

[Option B: for Providers with 1,000,000 or more access lines in Michigan using telecommunication facilities to provide Video Service, a description based on entire wire centers or exchanges located in the Franchising Entity]

[Option C: for an Incumbent Video Service Provider, it satisfies this requirement by allowing the Franchising Entity to seek right-of-way information comparable to that required by a permit under the METRO Act as set forth in its last cable franchise or consent agreement from the Franchising Entity entered into before the effective date of the Act]

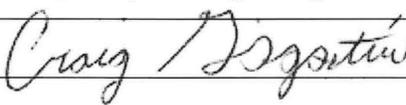
Pursuant to Section 2(3)(d) of the Act, if the Provider is not an incumbent video Provider, provide the date on which the Provider expects to provide video services in the area identified under Section 2(3)(e) (the Video Service Area Footprint).

Date:

For All Applications:

**Verification
(Provider)**

I, Craig D'Agostini, of lawful age, and being first duly sworn, now states: As an officer of the Provider, I am authorized to do and hereby make the above commitments. I further affirm that all statements made above are true and correct to the best of my knowledge and belief.

Name and Title (printed): Craig D'Agostini, Vice President of Government & Regulatory Affairs	
Signature: 	Date: April 28, 2025

(Franchising Entity)

Meridian Township, a Michigan municipal corporation

By

Print Name _____

Title _____

Address _____

City, State, Zip _____

Phone _____

Fax _____

Email _____

Date _____