



AGENDA
CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD – REGULAR MEETING
September 17, 2019 6:00 pm

1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
 - A. Deer Management Program

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS*
6. TOWNSHIP MANAGER REPORT
7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS
8. APPROVAL OF AGENDA
9. CONSENT AGENDA
 - A. Communications
 - B. Minutes-September 3, 2019 Regular Meeting
 - C. Bills

10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
 - A. 2360 Jolly Road Brownfield Plan

12. ACTION ITEMS (PINK)
 - A. Rezoning # 19060 (Bennett Road Holding LLC)
 - B. Amendment to Chapter 66 Tax Exemption – PILOT Final Adoption
 - C. Special Use Permit #19121 Woodward Way
 - D. Woodward Way PILOT
 - E. Tentative Preliminary Plat #19012 (Giguere Homes)
 - F. Amend Section 70-28 (c7) Cable Ordinance Franchise Fees
 - G. 2020 Township Budget
 - H. 2019 Local Road Program

13. BOARD DISCUSSION ITEMS (ORCHID)
 - A. Okemos Road Bridge Replacement
 - B. Newton Road Water Tower Attachment Agreement
 - C. 2360 Jolly Road Brownfield Plan

14. COMMENTS FROM THE PUBLIC
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. CLOSED SESSION-Consider a Confidential Written Legal Opinion, Pursuant to Sec 8(h) of the Michigan Open Meetings Act, Regarding Employment Severance Agreement

17. 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 Frank L. Walsh, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.
Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall

**CLERK'S OFFICE BOARD
COMMUNICATIONS
September 17, 2019**

**BOARD INFORMATION
(BI)**

Riley Millard

From: Lick, Brian P. <blick@clarkhill.com>
Sent: Tuesday, September 3, 2019 2:02 PM
To: Frank Walsh; Ronald Styka; Board; Peter Menser; Mark Kieselbach; Dan Opsommer
Subject: Preliminary Plat # 19012 (Giguere Homes)

Good Afternoon,

I am writing to oppose the approval of the Preliminary Plat # 19012 submitted by Giguere Homes because it does not comply with the conditions of rezoning as proposed by Mr. Giguere, agreed to by the concerned property owners, and approved by the Township. Specifically, as Suzanne Flowers (2601 Elderberry) and I discussed with Peter Menser and Mark Kieselbach on June 20, 2019, the Preliminary Plat # 19012 does not comply with conditions 6 & 7 of the approved rezoning, which require:

6. Establishment of a 20 foot wide preservation area along the north side of the parcel, including deed restrictions on Lots 3, 4, & 5 requiring the preservation area remain undisturbed.
7. Establishment of a 10 foot wide tree buffer area on the south side of the 20 foot wide preservation area along the north side of the parcel, including deed restriction on Lots 3, 4, & 5 requiring preservation of any trees within the buffer that have a trunk diameter greater than or equal to 12 inches.

The rezoning conditions were the result of the October 10, 2018 meeting facilitated by the Township between concerned members of the community and Giguere Homes. The 7.36 acre parcel is entirely wooded with mature trees. Conditions 6 & 7 were proposed to address specific concerns regarding the preservation of the mature trees on the north side of the parcel. In response to the concerns of community members and neighboring parcel owners regarding tree and habitat preservation, Mr. Giguere offered conditions 6 & 7 to establish a total 30 foot wide preservation area to preserve the existing mature trees on the north side of the parcel. The intended purpose of conditions 6 & 7, as offered by Giguere Homes, and as understood and accepted by the concerned citizens, and as approved by the Township, was to protect a 30 foot wide area of the mature trees on the north side of the wooded parcel.

Between the time Giguere Homes initially submitted its rezoning application in January 2018, to the time Giguere Homes submitted the Pre-Preliminary Plat Application in April 2019, the parcel survey flags always followed the tree line. Because the survey flags followed the tree line on the north side of the parcel, and based on Mr. Giguere's representations that conditions 6 & 7 would address concerns regarding the preservation of the mature trees on the north side of the parcel, the community and the township were led to believe that conditions 6 & 7 would provide a 30 foot wide tree buffer on the north side of the parcel to protect the existing mature trees.

However, as depicted on the Preliminary Plat, and as observable in the field, neither the 20 foot wide preservation area, nor the 10 foot wide tree buffer area, actually protect any of the mature trees or wooded area. The tree line depicted on the Preliminary Plat is well outside of the 20 foot wide preservation area and 10 foot wide tree buffer area. In fact, as drawn, not a single mature tree exists within either the 20 foot wide preservation area, or the 10 foot wide tree buffer area. As drawn on the Preliminary Plat, the 20 foot wide preservation area and 10 foot wide tree buffer area only extend across grasslands, wetlands, and open water. Because the Preliminary Plat does not protect nor preserve any of the mature trees on the north side of the wooded parcel as promised, it does not comply with conditions 6 & 7 of the rezoning, and should not be recommended for approval by the Township Board.

I respectfully request that the Township Board deny approval of the Preliminary Plat # 19012, as submitted by Giguere Homes, until resubmitted/redrafted to comply with rezoning conditions 6 & 7, including preservation areas on the north side of the parcel which protects at least a 30 foot wide area of the existing mature trees on the wooded parcel.

Thank you for your time and consideration.

Sincerely,

Brian P. Lick

2613 Elderberry Drive

Okemos, MI 48864

(517) 881-2468

This email message and any attachments are confidential and may be privileged. If you are not the intended recipient, please notify us immediately by reply email and destroy all copies of this message and any attachments. Please do not copy, forward, or disclose the contents to any other person. Thank you.

Riley Millard

From: Karla Hudson <Hudson.KC@live.com>
Sent: Wednesday, September 4, 2019 12:48 PM
To: Board; Township Board
Cc: Frank Walsh; Ronald Styka
Subject: Workers 'brokenhearted' with conditions as they unionize, negotiate with Transdev

Dear Township board and leadership:

Let me bring your attention to the article below and some of the highlights. The company Transdev is the contractor CATA uses to operate the paratransit services in your community known as SpecTran and different than Redi-ride. What is paratransit? The service that persons with disabilities use to travel throughout Ingham County that requires individuals schedule a ride a day before the ride is needed. The Transdev company was awarded the contract to operate this service in April of last year. Yes, CATA uses a contractor though some of your board members want you to believe something different is happening especially when we discussed the need to improve Redi-ride.

The condition the drivers outline in the article below are definitely of concern. Although Mr. Deschaine wanted to point to "safety" in using contractors for Redi-ride this is exactly what CATA does for SpecTran Paratransit using a contractor that does not maintain their vehicles and is not paying a competitive wage. Mr. Deschaine and others on the township board want to lead you all to believe that CATA does not contract with any outside transportation programs thus making their services safer than any other creative transportation options that might be available to your citizens. As a user I have seen several of the safety issues discussed by drivers in this article. The issues with doors falling off the vehicles and the incredible challenge with "on time arrival" plagues the system at a higher cost than the tax payer was once paying for Dean transportation to operate the service. The promise to users was that the "on time arrival" and long rides would be addressed with the new Transdev company. As of this date I and others who use the service have seen the service remain the same if not get worse. As for the comments by the Lansing Mayor I am wondering if he actually spoke to the only two users who use the CATA services who serve on the board. I am guessing he spoke to the nonusers on the CATA board. These board appointments seem to meet a political criteria for those serving but these board members do not actually use or understand the service. Of course, this is much like those serving on the township board who do minimal to understand the plight of the transportation user.

I might suggest that the township Manager and supervisor along with those in leadership in the other communities served by CATA's paratransit converse with CATA regarding the quality of service being offered to those using Transdev. Many other communities are innovating in the area of transportation as we in Ingham county just stagnate. The desire for "same day" service by users seems to be ignored by politicians and CATA administrators. Meanwhile, these types of programs and flexibility for users are happening all over the country. I often hear democrats indicate they are concerned for the most vulnerable but I have not yet seen our township take action to make transportation more flexible for those they say they want to protect. I encourage you the board to continue to understand ways transportation can be improved in your community via new projects happening around the U.S. as this will only benefit your residents. I would suggest that you investigate what package you are getting with Transdev that is costing tax payers incredibly more money though resulting in the same type of service that has been offered over the last 30 years with continued struggle for the transportation user. I have provided many a suggestion to transportation commission and board on ways we might pilot a new transportation option in our township and have met many a blockade to making any vast improvements. In fact, some on the board have labeled I and other citizens as "trouble Makers" and accused me of wanting my own private car service. This is the mind set of leadership in the township regarding those who need and advocate for quality efficient public transportation in this community.

Regards,

Karla Hudson

Workers 'brokenhearted' with conditions as they unionize, negotiate with Transdev Megan Banta , Lansing State Journal

LANSING Jennie Harwood-Schlaack is thousands of dollars in debt because of high health care costs. When she approached her Human Resources representative at Transdev -- a contractor providing services for Capital Area Transportation authority -- to talk about benefits, she didn't get the help she expected. "My HR person seems to think that I should go on (public health care) and I should learn to budget my money," Harwood-Schlaack said Monday evening during a worker rally outside Lansing City Hall.

She's one of several Transdev employees who have unionized because of lower wages, more expensive benefits and what they believe are unsafe working conditions.

Around a year ago, workers for the contractor called the Amalgamated Transit Unit about forming a local of the union to represent them, organizer Mike Harms said. There was already an existing local of the international union covering CATA's drivers for fixed routes and other services the authority covers directly, as well as mechanics and as-needed workers for various jobs defined in the union contract.

The Transdev workers were seeking to form another local to cover about 110 drivers number that's since dropped to around 90 who work for the contractor to provide services for CATA. Harms said a majority of the workers voted to unionize in October. But they haven't yet been able to negotiate a first contract and aren't yet paying dues, he said. A spokesperson for Transdev North America did not respond to the State Journal's request for comment.

Harms said they were set to be back at the table Tuesday and Wednesday and were hopeful for action on health care and wages. He said most workers paid through the Transdev contract make about \$14 an hour and the high end of the pay scale is around \$17 an hour. That's about \$9 to \$12 an hour less than fixed-route bus operators working for CATA. Harms said he knows of one worker who effectively brings home \$1,000 a month after health care costs, including both the premiums she pays for health insurance and her out-of-pocket costs.

Michael Cornelius, who's helping lead negotiations, added workers fight "horrendous working conditions. He showed multiple pictures of holes in exterior walls and an entry door without a handrail at the building where Transdev's employees report to work and spend their breaks between rides. It's also where the contractor stores vehicles.

Annie Burton talked about a Transdev employee following her around as she drove passengers. She's been driving for nearly two decades, having driven for Dean Transportation when it held the contract for these services. She shifted to work for Transdev after it won a bidding process in 2018. She described the man's actions, which included approaching her to ask for her drivers license and Michigan Department of Transportation medical card, as harassment.

Mary Mullins said she's had the same thing happen to her. Mullins added Transdev doesn't do proper maintenance on the vehicles the workers use each day. On Monday, a chain group fell out of the van she was driving and she had to wait for someone to come get her. "We do get it really badly," she said.

"And a lot of us love our jobs. We're brokenhearted with this. Cornelius stressed the workers aren't in it for the money, but they deserve a competitive wage. "They do it because they care for the passengers. But the problem is they're going poor doing it," Cornelius said. "If \$15 an hour is competitive to \$26, I don't know what world you're living in."

Cornelius added workers in the Lansing region aren't alone. He said Transdev is caught in labor disputes with workers across the country.

According to CATA spokesperson Lolo Robison, the contract with Transdev covers: Staffing to cover all those services is about 15 to 20 drivers short of full levels because there's such a high turnover rate, Harms said.

Over the past few weeks, the CATA workers have testified before the CATA Board of Directors meeting, marched on Transdev's Lansing operations office and attended two Lansing City Council meetings to raise their concerns with Transdev. Workers are hoping public officials will be willing to speak up on their behalf, Harms said. "We've been pressuring City Council to say something. We've been pressuring CATA," he said. "We don't believe that a multi-billion-dollar corporation should be telling people that they should be going to public assistance for health care.

Robison said CATA's board and executives are monitoring the ongoing negotiations between workers and Transdev but "must not get involved in this collective bargaining process. "CATA will honor the contract once this process concludes," Robison said in an email.

Lansing Mayor Andy Schor said he's reached out to speak with the city's appointees to the CATA board. Those appointees have told him they've heard great things about service since Transdev took over, including fulfilling performance measures in the contract and being on time for pickups 90% of the time. Schor said he has heard workers' complaints and is a believer in collective bargaining. "It would be inappropriate of the city of Lansing to become involved in the negotiations between a company and its union employees, and I am hopeful that the parties will come to agreements soon on economic and non-economic factors," he said in a statement emailed by the city's spokesperson on Tuesday morning that reiterated the general response during the City Council meeting.

Riley Millard

From: Lynne Page <page.okemos@gmail.com>
Sent: Tuesday, September 10, 2019 2:00 PM
To: Frank Walsh
Cc: Board; Planning Commision (DG)
Subject: Mayberry Rezoning

Hello Frank,

Thank you for facilitating intensive discussion on this issue. Although the disclosure of potential conditions does not constitute a dialogue, I appreciate having the opportunity to consider Mayberry's preliminary development concept in advance, prior to their filing of a new rezoning application.

Here is my feedback on the draft proposal:

1. The wetlands on the entire property need to be delineated to support the required yield calculation.
2. The density is somewhat high. I am hopeful that the wetlands assessment will reduce the density to more acceptable levels.
3. The condition specifying the development of single-family, detached homes is optimal. Lot sizes and required setbacks need to be realistic and consistent to preserve public safety and property values.
4. The 20-acre natural area designated for future donation to Meridian Township is a huge positive, in terms of environmental impact and accessibility to the adjacent Township Land Preserve property.
5. The plan to maintain an unpaved emergency access road is necessary to address valid traffic concerns. However, the emergency access road easement and related maintenance responsibility should be transferred from Champion Woods HOA to Meridian Township. It's one thing to maintain such an easement on private property, but there is too much at stake once the property is made public. If there is a public benefit, all residents should be responsible for the safety and condition of the emergency access road/pathway.
6. The 3-acre parcel designated for PO zoning is problematic. This is definitely spot zoning, since the requested zoning is inconsistent with the Township's future Land Use Map and the zoning of the adjacent properties. The property appears to fall within Meridian Township's Commercial Medical Marijuana Overlay District #6, which raises concerns about the permitted future uses of the property. Also, PO zoning is often leveraged as transitional zoning for other land uses that may impact adjacent properties. Finally, the size of the designated PO parcel raises additional concerns about a the possibility of a multi-story, multi-tenant building that could be detrimental to the nearby residential neighborhoods.
7. Obviously, drainage issues are a huge concern. The Township needs to ensure that all planned or potential development occurring within the drainage district is considered in context during the planning process.
8. Incremental changes requested during the development process need to be documented, publicly disclosed, discussed, and tracked. Allowing multiple "minor" changes often results in significant deviation from the approved, original plans.

I am encouraged by your willingness to consider possible amendment of the zoning ordinances and review process to facilitate a fair, transparent, and consistent rezoning process. Thank you for considering my input.

Sincerely,
Lynne Page
3912 Raleigh Drive
Okemos, MI 48864



Meridian Township
5151 Marsh Road
Okemos, MI 48864

P 517.853.4000
F 517.853.4096

Township Board:

Ronald J. Styka
Township Supervisor

Brett Dreyfus
Township Clerk

Phil Deschaine
Township Treasurer

**Patricia Herring
Jackson**
Township Trustee

Dan Opsommer
Township Trustee

Kathy Ann Sundland
Township Trustee

Courtney Wisinski
Township Trustee

Frank L. Walsh
Township Manager

September 11, 2019

Dear Members of the Zoning Board of Appeals:

The Community Resources Commission supports the proposed Woodward Way development of Woda Cooper, ZBA #19-09-18-3.

The proposed project would bring much-needed affordable housing to the Okemos School District, which currently has none. From our experience as CRC Commissioners and some of us having additional experience working in the Okemos School District, we are aware that there are households in the district that pay 50% of their income or more toward housing, some being forced to live in housing situations that are not ideal, for the sole purpose of staying in the school district. We see the proposed development as a tool to help alleviate that issue and help create greater economic stability for households. Additionally, the proposed location is ideal for workforce housing, conveniently located proximate to both public transportation and higher education opportunities.

Recent research from Harvard and Brown Universities, in conjunction with the U.S. Census Bureau, shows that children from low-income households that grow up in an upward mobility area have greater life outcomes, such as earning more, having less chance of incarceration, and experiencing greater employment levels (https://www.census.gov/ces/pdf/opportunity_atlas_summary.pdf). The proposed housing has the potential to have a profound, lifelong impact on economically vulnerable children, which in turn would benefit the community.

The Meridian Township Community Resources Commission views the proposed development and those like it as one of several tools that could be successful in meeting the basic needs of struggling households, getting and keeping them out of destitution. We fully endorse the Woodward Way development.

Thank you for your consideration.

Sincerely,

Suzanne Brouse
Chair
Community Resources Commission

Riley Millard

From: Lick, Brian P. <blick@clarkhill.com>
Sent: Thursday, September 12, 2019 5:34 PM
To: Frank Walsh; Ronald Styka; Board; Peter Menser; Mark Kieselbach; Dan Opsommer; Phil Deschaine; Brett Dreyfus; Patricia Herring Jackson; Kathy Ann Sundland; Courtney Wisinski
Cc: karthikeyan_narayanan@yahoo.com; ninety-sixdegrees@aol.com
Subject: Preliminary Plat # 19012 (Giguere Homes)
Attachments: September32019TownshipBoar.pdf; SnipImage.jpg; SnipImage.jpg; SnipImage.jpg; SnipImage.jpg

Dear Township Board and Staff,

I am writing again to oppose the approval of the Preliminary Plat # 19012 submitted by Giguere Homes because it does not comply with the conditions of rezoning as proposed by Mr. Giguere, agreed to by the concerned property owners, and approved by the Township. Specifically, as Suzanne Flowers (2601 Elderberry) and I discussed with Peter Menser and Mark Kieselbach on June 20, 2019, the Preliminary Plat # 19012 does not comply with conditions 6 & 7 of the approved rezoning, which require:

6. Establishment of a 20 foot wide preservation area along the north side of the parcel, including deed restrictions on Lots 3, 4, & 5 requiring the preservation area remain undisturbed.
7. Establishment of a 10 foot wide tree buffer area on the south side of the 20 foot wide preservation area along the north side of the parcel, including deed restriction on Lots 3, 4, & 5 requiring preservation of any trees within the buffer that have a trunk diameter greater than or equal to 12 inches.

The rezoning conditions were the result of the October 10, 2018 meeting facilitated by the Township between concerned members of the community and Giguere Homes. The meeting was attended by Township Board Members and Staff, Mr. Giguere, and several members of the community. The 7.36 acre parcel is entirely wooded with mature trees. Conditions 6 & 7 were proposed to address specific concerns regarding the preservation of the mature trees and screening on the north side of the parcel. In response to the concerns of community members and neighboring parcel owners regarding tree and habitat preservation, Mr. Giguere offered conditions 6 & 7 to establish a total 30 foot wide preservation area to preserve the existing mature trees on the north side of the parcel. As agreed to at the October 10, 2018 meeting, all trees regardless of size would be preserved within the 20 foot preservation area. Trees larger than 12 inches in diameter would be preserved within the 10 foot tree buffer. The intended purpose of conditions 6 & 7, as offered by Giguere Homes, and as understood and accepted by the concerned citizens, and as approved by the Township, was to protect a 30 foot wide area of the mature trees on the north side of the wooded parcel to preserve habitat and provide screening from the new development. When concerns were raised at the meeting regarding whether the 30 foot tree buffer would adequately protect habitat and sufficiently screen the development from the neighboring homes and adjacent pathway, Township Manager Walsh stated that he believed 30 feet of tree buffer would be sufficient and that he would recommend approval to the Township Board.

Between the time Giguere Homes initially submitted its rezoning application in January 2018, to the time Giguere Homes submitted the Pre-Preliminary Plat Application in April 2019, the parcel survey flags always followed the tree line. In fact, Consumers Energy regularly cuts its powerline trail up to the tree line. Because the survey flags followed the tree line on the north side of the parcel, and based on Mr. Giguere's representations that conditions 6 & 7 would address concerns regarding the preservation of the mature trees on the north side of the parcel, the community and the township were led to believe that conditions 6 & 7 would provide a 30 feet wide tree buffer on the north side of the parcel to protect the existing mature trees.

However, as depicted on the Preliminary Plat, and clearly shown in the attached aerial images, neither the 20 foot wide preservation area, nor the 10 foot wide tree buffer area, actually protect any of the mature trees or wooded area. The tree line depicted on the Preliminary Plat is well outside of the 20 foot wide preservation area and 10 foot wide tree buffer area. In fact, as drawn, not a single tree exists within either the 20 foot wide preservation area, or the 10 foot wide tree buffer area. As drawn on the Preliminary Plat, the 20 foot wide preservation area and 10 foot wide tree buffer area only extend across grasslands, wetlands, and open water, and do not provide any tree preservation of buffer/screening.

Although the 20 foot wide preservation area and 10 foot wide tree buffer were agreed to because they were represented as providing additional protections to the habitat and community, the 30 foot area depicted on the preliminary plat is merely equal to the 30 foot rear yard setback already required in a RAAA zoning district. Neither the 20 foot wide preservation area and 10 foot wide tree buffer preserve any trees nor provides a buffer to the adjacent homes and pathway. Because the Preliminary Plat does not protect nor preserve any of the trees on the north side of the wooded parcel as promised, it does not comply with conditions 6 & 7 of the rezoning, and should not be approved by the Township Board.

Although these preliminary plat deficiencies have been brought to the Township Board's attention, and my previous email was included in the Township Board Packet, I was disappointed that the issues were not addressed at September 3, 2019 Township Board Meeting. I respectfully request that the Township Board deny approval of the Preliminary Plat # 19012, as submitted by Giguere Homes, until resubmitted/redrafted to comply with rezoning conditions 6 & 7, including preservation areas on the north side of the parcel which protects at least a 30 foot wide area of the existing trees on the wooded parcel.

Thank you for your time and consideration.
Sincerely,

Brian P. Lick
2613 Elderberry Drive
Okemos, MI 48864
(517) 881-2468

PROPOSED BOARD MINUTES

PROPOSED MOTION:

Move to approve and ratify the minutes of the Regular Meeting of September 3, 2019 as submitted.

ALTERNATE MOTION:

**Move to approve and ratify the minutes of the September 3, 2019 Regular Meeting with the following amendment(s):
[insert amendments]**

CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD REGULAR MEETING **-DRAFT-**
5151 Marsh Road, Okemos MI 48864-1198
853-4000, Township Hall Room
TUESDAY, September 3, 2019 **6:00 pm.**

PRESENT: Supervisor Styka, Clerk Dreyfus, Treasurer Deschaine, Trustees Jackson, Opsommer, Wisinski

ABSENT: Trustee Sundland

STAFF: Township Manager Walsh, Deputy Township Manager/Director of Public Works Perry, Fire Chief Hamel, Police Chief Plaga, Community Planning Director Kieselbach, Information Technology Director Gebes, Principal Planner Menser, Economic Development Director Buck, Communications Director Guthrie, Finance Director Mattison, Human Resources Director Marx, Parks and Recreation Director Maisner

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Styka led the Pledge of Allegiance.

3. ROLL CALL

The Recording Secretary called the roll of the Board.

4. PRESENTATIONS

A. Lifesaving Recognition

Supervisor Styka and the Board recognized Meridian Township Chief of Police Ken Plaga and Sergeant Ed Bensonen for their heroic lifesaving efforts in rescuing a woman from Walden Pond on August 26, 2019.

Quality Dairy presented Chief Plaga and Sergeant Bensonen free coffee for one year at any Quality Dairy Location.

B. Okemos Solar Car Competition

Supervisor Styka recognized the Okemos Solar Racing Club for their impressive performance competing at the Solar Car Challenge 2019.

C. 2020 Township Budget Presentation

Manager Walsh provided an overview of the Township's 2020 Recommended Budget and highlighted key goals for 2020.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened public remarks at 6:41 pm.

David Relcosky 3036 Pine Knoll Dr., Okemos; spoke on the conservation and preservation of the monarch butterfly and their habitats (Non-Agenda Item).

Leonard Provencher, 5824 Buena Pkwy., Haslett; spoke on the 2020 Township Budget (Agenda Item 11A/13B), and the Okemos Road Boardwalk project (Non-Agenda Item).

Craig Patterson, P.O. Box 369, Mackinaw City; spoke in support of Amendment to Chapter 66 Tax Exemption – PILOT introduction (Agenda Item 12A).

Neil Bowlby 6020 Beechwood Dr., Haslett; showed appreciation to Chief Plaga, discussed the future Road Preservation Program (Non-Agenda Item) and discussed Agenda Item 11A/13B.

Jim Giguere, 6253 Fenwick Ct., East Lansing; spoke in support of Tentative Preliminary Plat #19012 (Agenda Item 13D).

Supervisor Styka closed public remarks at 6:51 pm.

6. TOWNSHIP MANAGER REPORT

Manager Walsh reported: discussed Redi-Ride Millage payments, and staff funding changes.

7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Treasurer Deschaine reported:

- Attended Transportation Commission Meeting; Okemos Road Bridge replacement, truck road route adjustment.
- Hosted Capital Area Treasurers meeting.
- Provided the Quarterly Treasurer’s Report.

Supervisor Styka reported:

- Announced Harris Nature Center events and activities.
- Announced the Police Citizen’s Academy.
- Mixed-Media Okemos High School art on display in the Town Hall Room.

Trustee Opsommer reported:

- Attended Land Preservation Advisory Board meeting; Foster-Davis Nature Preserve site visit.
- CATA Smart Station outside of new East Lansing Target store.
- Approximately 44 New CATA “Nova” buses will be put into service.

8. APPROVAL OF AGENDA

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

VOICE VOTE: Motion carried 7-0

9. CONSENT AGENDA

Supervisor Styka reviewed the consent agenda.

Clerk Dreyfus moved to adopt the Consent Agenda as presented. Seconded by Trustee Opsommer.

Treasurer Deschaine requested to remove the Approval of Minutes - August 8, 2019 Regular Meeting from the Consent Agenda (9B) and place it on for Action under new Agenda Item 12C.

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

NAYS:

Motion carried 6-0

A. Communications

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

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

NAYS:

Motion carried 6-0

~~B. Approval of Minutes – August 8 2019 Regular Meeting~~ - **MOVED TO AGENDA ITEM 12C**

C. Bills

Clerk Dreyfus moved to approve that the Township Board approve the Manager’s Bills as follows, seconded by Trustee Opsommer:

Common Cash		\$	1,072,187.83
Public Works		\$	1,132,625.40
Trust & Agency		\$	2,911,683.10
	Total Checks	\$	5,116,496.33
Credit Card Transactions		\$	21,789.46
Aug 2 to Aug 28			
	Total Purchases	\$	<u>5,138,285.79</u>
ACH Payments		\$	<u>4,094,805.20</u>

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

NAYS:

Motion carried 6-0

10. QUESTIONS FOR THE ATTORNEY – NONE

11. HEARINGS

A. 2020 Township Budget

Supervisor Styka called the public hearing to order at 7:06 pm.

Neil Bowlby, 6020 Beechwood Dr., Haslett; discussed increased personnel costs and operational costs of the Human Resources Department and Community Planning and Development Department, and increases in “sick leave incentive pay,” in Administration and Human Resources Department.

Supervisor Styka closed the public hearing at 7:10 pm.

12. ACTION ITEMS

A. Amendment to Chapter 66 Tax Exemption – PILOT Introduction

Trustee Opsommer moved to approve the resolution for introduction of the amendment to Chapter 66, Article II to allow for a tax exemption and Payment in Lieu of Taxes (PILOT) for persons and families of low to moderate income. Seconded by Treasurer Deschaine.

Director Keiselbach provided an overview of the proposed ordinance amendment.

Board discussion: Tax credit housing for families making 30%-60% of the county median income, poverty rate among people 18-65 years old is 16%, increased younger population below the poverty line, possible community burden of PILOT programs, developer led efforts for ordinance amendment, amount of taxes captured between Township and other jurisdictions, developer should pay fair share of property taxes, estimated rate of return and detailed project finances should be provided to Board for financial transparency in order to qualify for PILOT, 16% of Meridian residence are “low income” per federal rates, impact on captured taxes across jurisdictions, belief that this development provides affordability as a public good, Meridian Township lacks development of this nature, proposed PILOT lasts for 15 years.

ROLL CALL VOTE: YEAS: Trustees Wisinski, Opsommer, Jackson, Supervisor Styka, Treasurer Deschaine

NAYS: Clerk Dreyfus

Motion carried 5-1 (Clerk Dreyfus)

B. Bond Authorizing Resolution

Trustee Opsommer moved to Adopt the Resolution to Authorize Issuance of General Obligation Unlimited Tax Bonds, Series 2019 as presented. Seconded by Trustee Jackson.

Deputy Manager/Director Perry provided an overview of the bond sale process now required due to the successful passing of the Road Bond Millage.

Board discussion: strategy and purpose of bonding.

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

NAYS:

Motion carried 6-0

C. Approval of Minutes – August 8 2019 Regular Meeting

Treasurer Deschaine moved to approve and ratify the minutes of the Regular Meeting of August 8, 2019 as amended. Seconded by Trustee Opsommer.

Treasurer Deschaine provided amendments to the proposed Regular Meeting of August 8, 2019 Draft Minutes.

Board discussion: over representative of one view, not concise enough.

VOICE VOTE: Motion carried 5-1 (Clerk Dreyfus)

13. BOARD DISCUSSION ITEMS

A. Special Use Permit #19121 Woodward Way

Director Kieselbach provided information on a Special Use Permit request from Woodward Limited Dividend Housing Association to construct a group of buildings east of Sirhal Drive, North of Whole Foods, and west of Greencliff Drive.

Board discussion: property is appropriately zones, housing project is consistent with rezoning conditions, public utilities present, open space exceeds requirements, Planning Commission approval, attractive elevation drawings, adjustments to egress and ingress to avoid “cut-through” concerns, LEED Certification, attracts low to moderate income families, parking contained inside the development, inclusion of landscaping berm.

Board consensus to place this item up for action at the next meeting.

Supervisor Styka requested Agenda Item 13D be considered next.

D. Tentative Preliminary Plat #19012 (Giguere Homes)

Director Kieselbach provided information on a Tentative Preliminary Plat requested by Giguere Homes for a subdivision consisting of seven lots north of Robins Way and East of Hulett Road.

Board discussion: creation of new public road, natural preservation areas, tree buffers, tentative preliminary plat grants approval for one year, all conditions met, some conditions will not occur until Final Plat, developer’s efforts with surrounding neighborhoods.

Board consensus to place this item up for action at the next meeting.

B. 2020 Township Budget

Manager Walsh provided responses to citizen concerns about personnel and administrative costs.

Board discussion: possible funding for Climate Sustainability Plan for 50% “non-grid” power consumption, possible funding for Green Infrastructure Grant, Franchise and PEG Fee inclusion in the General Fund, HOMTV associated revenues moved to General Fund, anticipated drop in Franchise and PEG Fees, good standing of General Fund, spending exceeding revenues due to “one-time expenses,” meeting police and fire pension payments, road improvement, increased taxable values of community, road management program administration, use of General Fund for road maintenance, possible use of pervious pavement, use of Redevelopment Fund to promote green infrastructure, police and fire staffing, IT staff adjustments, number of hourly vs. salary employees, Public Works and Engineering staff adjustments, no loss in Communications Department functions, continued investment in parks and greenspace, long-term plan for healthcare funding, self-insured vs fully-funded, administrative costs for medical marihuana, different Fire Department fees, longevity plan for personnel, orders of priority with Communications Department/HOMTV, Truth and Taxation Statute vs Uniform Budgeting and Accounting Act,

Board consensus to place this item up for action at the next meeting.

Supervisor Styka moved for a 10-minute recess at 9:15 pm.

Supervisor Styka moved the meeting back to order at 9:25 pm.

C. Franchise and PEG Fees

Manager Walsh provided information on a proposed amendment to Township Ordinance 70-28(c7) that would route 100% of Franchise and PEG Fees into the Township General Fund, due to a complete reorganization of the Township Communications Department.

Board discussion: details of absorbing Franchise and PEG fees into the General Fund, view of budget implementation amendment, existing fund balance in the Cable Fund, staff ability to continue services, possible use of excess funds for consultant services as needed, ordinance was intended to allocate fees to HOMTV, concern with using fees as income for the General Fund, customers are paying directly for PEG fees and public service programming, HOM-TV tie in with Administrative Department.

Board consensus to place this item up for action at the next meeting.

14. COMMENTS FROM THE PUBLIC

Supervisor Styka Opened Public Remarks at 9:48 pm.

Supervisor Styka Closed Public Remarks at 9:49 pm.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS - NONE

16. CLOSED SESSION

- A. Consider a Confidential Written Legal Opinion Regarding an Employment Severance Agreement
- B. Strategy Session/Update Concerning the Negotiation of Pending Collective Bargaining Agreements

Trustee Opsommer moved to take the meeting into closed session under Section 8 of the Open Meetings Act to, A, Consider a Confidential Written Legal Opinion Regarding an Employment Severance Agreement and B, Conduct a Strategy Session/Update Concerning the Negotiation of Pending Collective Bargaining Agreements. Seconded by Treasurer Deschaine.

Board Discussion: Clerk Dreyfus expressed concerns about the legality of going into closed session. He read a section from the Open Meetings Act, stated it was not permissible to go into closed session to discuss a severance package for a Department Director.

ROLL CALL VOTE: YEAS: Trustees Opsommer, Jackson, Wisinski, Supervisor Styka
Treasurer Deschaine

NAYS: Clerk Dreyfus

Motion carried 5-1(Clerk Dreyfus)

Supervisor Styka moved the meeting into closed session at 9:52 pm.

Treasurer Deschaine moved to return the meeting to open session. Seconded by Trustee Jackson.

VOICE VOTE: Motion carried 6-0

Supervisor Styka moved the meeting back into open session at 10:17pm.

17. ADJOURNMENT

Treasurer Deschaine moved to adjourn. Seconded by Trustee Jackson.

VOICE VOTE: Motion carried 6-0

Supervisor Styka adjourned the meeting at 10:18pm.

RONALD J. STYKA,
TOWNSHIP SUPERVISOR

BRETT DREYFUS,
TOWNSHIP CLERK



To: Board Members
From: Miriam Mattison, Finance Director
Date: September 17, 2019
Re: Board Bills

**Charter Township of Meridian
Board Meeting
9/17/2019**

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

COMMON CASH	295,002.96	
PUBLIC WORKS	873,838.94	
TRUST & AGENCY	5,953,826.66	
	TOTAL CHECKS:	\$ 7,122,668.56
CREDIT CARD TRANSACTIONS Aug 29 to Sept 11		\$ 5,491.23
	TOTAL PURCHASES:	<u>\$ 7,128,159.79</u>
ACH PAYMENTS		<u>\$ 909,139.16</u>

09/12/2019 11:14 AM
 User: mattison
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
1. ABUNDANCE CAFE LLC	FARM MARKET VENDOR	4.00	
2. ACCOUNTEMP	SUBTOTAL WEEKENDING - 8/30/2019	758.08	
3. AMSOIL INC	55 GALLON DRUM FULL SYN MOTOR OIL	3,187.25	
4. AT & T	PSB FAX MONTHLY BILL - AUG 2019	227.14	
	THB ANALOG MONTHLY BILL- AUG 2019	354.74	
	PSB ANALOG MONTHLY BILL - AUG 2019	215.97	
	THB ANALOG MONTHLY BILL - AUG 2019	164.31	
	CIRCUIT TO COEL MONTHLY BILL - AUG 2019	3,030.01	
	CIRCUIT TO FS92(N) MONTHLY BILL - AUG 2019	541.79	
	CIRCUIT MONTHLY BILL -AUG 2019	581.79	
	TOTAL	5,115.75	
5. AYLES TREE SERVICE INC	REMOVE TREES FROM TOWNSHIP PROPERTIES PER BID 1/8	250.00	
6. ACROSS THE STREET PRODUCTIONS	YEARLY SUBSCRIPTION FOR BLUE CARD COMMAND TRIANING	4,750.00	
7. LAWRENCE BOBB	REIMBURSEMENT FOR CDL LICENSE	65.00	
8. BOBCAT OF LANSING	ESTIMATE REPAIR BRUSH CAT	1,247.41	
9. BOYNTON FIRE SAFETY SERVICE	ANNUAL FIRE SURPRESSION, BACKFLOW, AND EXTINGUISHE	75.00	
	ANNUAL FIRE SURPRESSION, BACKFLOW, AND EXTINGUISHE	65.00	
	ANNUAL FIRE SURPRESSION, BACKFLOW, AND EXTINGUISHE	115.00	
	TOTAL	255.00	
10. JEFFORY BROUGHTON	STANDING PO FOR RADIO MAINTENANCE/PARTS/EQUIP.	100.00	
11. CHRIS BUCK	MILEAGE REIMBURSEMENT	104.67	
12. BUILDERS (BR5) PLBG & HTG SUPPLY	FLUSH VALVE	352.72	
13. CINTAS CORPORATION #725	MECHANICS UNIFORMS 2019	48.35	
	MECHANICS UNIFORMS 2019	48.35	
	TOTAL	96.70	
14. COMCAST	UNION CABLE SERVICES FROM SEP 16- OCT 15 2019	151.85	
15. CONSUMERS ENERGY	LED STREET LIGHTS	1,834.30	
16. COURTESY FORD	REPAIR BODY DAMAGE UNIT 117	2,418.82	
	RUST REPAIR UNIT 141 FORD ESCAPE	1,117.60	
	TOTAL	3,536.42	
17. CULLIGAN WATER CONDITIONING	SALT FOR WATER SOFTNER	18.40	
18. CUMMINS BRIDGEWAY LLC	BLOCK HEATER	727.70	
19. DAWN CLIFTON	OVERPAYMENT OF AMBULANCE FEE	200.00	
20. DBI	OFFICE SUPPLIES	6.76	
	OFFICE SUPPLIES- STAPLES	5.95	
	OFFICE SUPPLIES - PAPER	98.70	
	OFFICE SUPPLIES- PAPER	98.70	
	TOTAL	210.11	
21. DEWPOINT	IT PROFESSIONAL SERVICES	16,608.00	
22. SHAWN DIEMER			

09/12/2019 11:14 AM
User: mattison
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: GF

Vendor Name	Description	Amount	Check #
23. KELSEY DILLON	FARM MARKET VENDOR	2,611.00	
24. EARL DAUP SIGNS	MILEAGE REIMBURSEMENT	17.92	
25. EASTERN MI CONTRACTING, LLC	REFUND FOR SIGN PERMIT	125.00	
26. FAHEY SCHULTZ BURZYCH RHODES PLC	OKEMOS ROAD BOARDWALK 2019	71,000.00	
	LEGAL FEES	5,250.00	
	LEGAL FEES	224.00	
	LEGAL FEES	1,606.50	
	LEGAL FEES	58.50	
	LEGAL FEES	5,579.50	
	LEGAL FEES	153.00	
	LEGAL FEES	147.00	
	LEGAL FEES	58.50	
	LEGAL FEES	126.00	
	LEGAL FEES	1,921.50	
	LEGAL FEES	264.00	
	LEGAL FEES	394.50	
	LEGAL FEES	58.50	
	LEGAL FEES	2,271.00	
	LEGAL FEES	1,757.00	
	LEGAL FEES	1,380.00	
	LEGAL FEES	35.00	
	LEGAL FEES	4,132.50	
	LEGAL FEES	384.00	
	LEGAL FEES	196.50	
	LEGAL FEES	3,136.37	
	LEGAL FEES	1,953.00	
	LEGAL FEES	105.00	
	LEGAL FEES	924.00	
	LEGAL FEES	1,808.31	
	LEGAL FEES	2,154.68	
	LEGAL FEES	24.33	
	LEGAL FEES	425.72	
	LEGAL FEES	836.96	
	TOTAL	37,365.87	
27. FIRE SERVICE MANAGEMENT	FIRE GEAR INSPECTION, SERVICING	433.50	
	STANDING PO FOR FIRE GEAR CERT./CLEANING	310.75	
	TOTAL	744.25	
28. FIRST AMERICAN ADMINISTRATORS	EYEMED VISION INSURANCE - AUG 2019	4,052.00	
29. FIRST COMMUNICATIONS	OLD ANALOG LINES MONTHLY BILL - AUG 2019	1,891.91	
30. FISHBECK, THOMPSON, CARR & HUBER	PROFESSIONAL SERVICES THROUGH 8/9/2019	141.00	
	PROFESSIONAL SERVICES RENDERED WUP19-03	646.00	
	PROFESSIONAL SERVICES RENDERED WDV19-09	1,241.55	
	PROFESSIONAL SERVICES RENDERED WDV19-08	572.10	
	TOTAL	2,600.65	
31. FORESIGHT GROUP	POSTER FOR CELEBRATE MERIDIAN	242.70	
	WATER BILLS 8/31 AND FOREIGN POSTAGE	432.52	
	TOTAL	675.22	
32. FRONTLINE MEDICAL	STANDING PO - AMB COT MAINTENANCE	755.46	
33. GALLAGHER BENEFIT SERVICES, INC	MONTHLY CONSULTING FEE - SEPT	2,765.52	
34. GRANGER	GENERAL WASTE	57.00	

09/12/2019 11:14 AM
 User: mattison
 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
	RUBBISH AND RECYCLING DISPOSAL SERVICES	160.23	
	RUBBISH AND RECYCLING DISPOSAL SERVICES	226.86	
	RUBBISH AND RECYCLING DISPOSAL SERVICES	9.00	
	RUBBISH AND RECYCLING DISPOSAL SERVICES	174.00	
	RUBBISH AND RECYCLING DISPOSAL SERVICES	35.00	
	TOTAL	662.09	
35. HALT FIRE INC	ANNUAL PUMP TEST AND INSPECTIONS ESTIMATE	114.62	
36. INGHAM COUNTY CLERK	ELECTION INVOICE - INGHAM COUNTY 8/6/19	8,206.13	
37. JIMMERSON ROOFING	50% PERMIT REFUND	37.50	
	BUILDING PERMIT REFUND 190409	37.50	
	BUILDING PERMIT REFUND 06212019	37.50	
	BUILDING PERMIT REFUND	37.50	
	BUILDING PERMIT REFUND 82319	37.50	
	TOTAL	187.50	
38. KEBS INC	DESIGN AND ENGINEERING SERVICES FOR FARMERS MARKET	4,707.00	
39. KNOPPS ELECTRIC	PERMIT CANCELLED 50% REFUND	72.50	
40. LAFONTAINE AUTOMOTIVE GROUP	ESCROW-REFUND WUP#19-03	2,854.00	
41. LANSING JUNK REMOVAL	JOB #20932041	960.00	
42. LANSING SANITARY SUPPLY INC	STANDING PO FOR CLEANING SUPPLIES & EQUIPMENT	249.08	
	STANDING PO FOR CLEANING SUPPLIES & EQUIPMENT	121.44	
	TOTAL	370.52	
43. LANSING UNIFORM COMPANY	STANDING PO FOR UNIFORMS	308.70	
44. LAWSON PRINTERS	BUSINESS CARDS	220.00	
45. LOPEZ CONCRETE CONSTRUCTION	CONCRETE REPAIR 2019	9,783.75	
46. LUKE LANDSCAPE CO	MOWING SERVICES	400.00	
47. SUE MCMASTER	FARM MARKET VENDOR	344.00	
48. MEDICAL MANAGEMENT SYSTEMS OF	AMBULANCE BILLING SERVICE	6,177.77	
49. MEI TOTAL ELEVATOR SERVICES	2019 ELEVATOR SERVICE	145.00	
50. MERIDIAN TOWNSHIP	TRANF FOR FLEX CHECKING FOR 9/13/19 PAYROLL	870.23	
51. MERIDIAN TOWNSHIP	SUMMER PROPERTY TAXES FOR 10.251.004	12,753.45	101322
52. MICHIGAN MUNICIPAL LEAGUE	POLICY PERMIUM - INSTALLMENT #2	33,960.77	
53. MICHIGAN RECYCLING COALITION	PARTNERSHIP RENEWAL 2019 + ANNUAL MEMBERSHIP	100.00	
54. MCKESSON MEDICAL-SURGICAL GOV SOL	STANDING PO FOR EMS SUPPLIES/EQUIPMENT	62.50	
	STANDING PO FOR EMS SUPPLIES/EQUIPMENT	1,603.97	
	TOTAL	1,666.47	
55. OAKWOOD CONSTRUCTION	RED CEDAR FLAT FINAL RELEASE	3,133.63	101321
56. OKEMOS COMMUNITY EDUCATION	JERSEYS FOR SOCCER AND FLAG FOOTBALL	409.40	
57. ORKIN, 551-LANSING, MI	2019 PESTICIDE TREATMENT MUNICIPAL BLDG	125.00	
	2019 PESTICIDE TREATMENT MUNICIPAL BLDG	75.00	

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
 EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
 BANK CODE: GF

Vendor Name	Description	Amount	Check #
	TOTAL	200.00	
58. PEOPLEFACTS LLC	EMPLOYEE PRE-EMPLOYMENT CHECKS	69.28	
59. PHOENIX SAFETY OUTFITTERS	HOOD AND SAFTEY BELTS	265.33	
60. PITNEY BOWES	QUARTERLY LEASE PAYMENT	943.65	
61. PLUMBING WORKS LLC	CANCELLED PERMIT	170.00	
62. PRINT MAKERS SERVICE INC	KIP 860 PRINTER MAINTENANCE	136.41	
63. REDWOOD LANDSCAPING	PATHWAY MOWING/TRIMMING 2019	7,090.00	
64. ROMANOW BUILDING SERVICES	JANITORIAL SERVICE 2019- AUG	7,607.77	
	JANITORIAL SERVICE 2019	7,607.77	
	TOTAL	15,215.54	
65. SAFETY KLEEN	AUG BILL - SAFTEY KLEEN	315.00	
66. SPARROW OCCUPATIONAL	PHYSICAL EXAMS	281.00	
67. STATE OF MICHIGAN	QUALITY ASSURANCE ASSESSMENT AMBULANCE - QAAP	2,906.10	
	WATER TESTING AT NORTH MERIDIAN RD	16.00	
	TOTAL	2,922.10	
68. SUPREME SANITATION	PORTABLE TOILET RENTAL - ATHLETIC	277.95	
	PORTABLE TOILET RENTAL	160.00	
	TOTAL	437.95	
69. SWAGIT PRODUCTIONS, LLC	VIDEO STREAMING SERVICES	3,462.00	
70. T MOBILE	STATEMENT 07/21/2019-8/20-19	29.65	
71. TASC	COBRA ADMIN FEE 10/1/19- 12/31/19	315.24	
72. TDS	PRI SERVICE	1,517.01	
73. DIANA TENNES	FARM MARKET VENDOR	95.00	
74. LEAH TRACIAK	INSTRUCTOR FEE FOR +50 PROGRAM	80.00	
75. TRITERRA	PROFESSIONAL SERVICES	4,286.25	
	PROJECT 19-2152	2,988.75	
	TOTAL	7,275.00	
76. TRUGREEN	FIELD WEED AND FEED 2019	89.00	
77. USA SOFTBALL OF MICHIGAN	LEAGUE FEES FOR ADULT SOFTBALL	900.00	
78. VARIPRO BENEFIT ADMINISTRATORS	FLEX ADMINISTRATION 09/19	175.00	
79. VASHTI R FERGUSON	OVER PAYMENT	150.00	
80. WASTE MANAGEMENT	ANIMAL CARCASS REMOVAL DUMPSTER (DEAD DEER REMOVAL	116.11	
81. WILLIAMSTON GREEN HOUSE & FLORIST	FARM MARKET VENDOR	167.00	
TOTAL - ALL VENDORS		295,002.96	

Vendor Name	Description	Amount	Check #
1. JAMES ARNETT	MILEAGE REIMBURSEMENT	118.32	
2. CITY OF EAST LANSING	SEWER- ANN BILLING JULY 1	362,582.00	
	SEWER SRF LOANS OCT 2019 INT	466,456.00	
	TOTAL	829,038.00	
3. CONSTANTINE KAFANTARIS	PGE-18-42 REIMBURSEMENT	2,000.00	
4. DAVID WARNER	REIMBURSEMENT OF CONSTRUCTION METER	1,238.95	
5. DERENGOSKI CONSTRUCTION	PGE18-53 REIMBURSEMENT	2,000.00	
6. DIVERSIFIED NATIONAL TITLE AGENCY	TITLE COMPANY OVER PAID ON FINAL BILL	85.82	
7. EASTBROOK HOMES INC	PGE19-22 REIMBURSEMENT	2,000.00	
8. FERGUSON WATERWORKS #3386	WATER SYSTEM REPAIR PARTS PER QUOTE B030076	(730.00)	
9. FIRST AMERICAN ADMINISTRATORS	EYEMED VISION INSURANCE - AUG 2019	628.08	
10. GALLAGHER BENEFIT SERVICES, INC	MONTHLY CONSULTING FEE - SEPT	484.48	
11. HYDROCORP	CROSS CONNECTION CONTROL PROGRAM SERVICES	2,430.00	
12. KEVIN HARRIS	PGE-19-18 REIMBURSEMENT	2,000.00	
13. LOPEZ CONCRETE CONSTRUCTION	CONCRETE REPAIR 2019	5,031.20	
14. LU ZHANG	PGE18-29 REIMBURSEMENT	2,000.00	
15. MICHIGAN MUNICIPAL LEAGUE	POLICY PERMIUM 7/1/19- 7/1/20 INSTALLMENT #2	3,437.23	
16. ONE WAY ASPHALT PAVING	ASPHALT REPAIRS 2017 PAY ESTIMATE #13	5,270.51	27914
17. QUENTIN MCCALLUM	PGE 18-44 REIMBURSEMENT	2,000.00	
18. RICHARD HOEKSTRA	OVER PAID ON FINAL BILL	164.18	
19. SME	2019 MISCELLANEOUS TESTING FOR EMERGENCY WATER AND	88.75	
	2019 MISCELLANEOUS TESTING FOR EMERGENCY WATER AND	2,128.40	
	TOTAL	2,217.15	
20. ROBERT STACY	MILEAGE REIMBURSEMENT	118.32	
21. STEVENS ASSOCIATES	PGE19-12 REIMBURSEMENT	500.00	
22. TIMOTHY WARD	OVERPAID ON FINAL BILL	40.00	
23. TL CONTRACTING INC	LAKE LANSING TOWNER ROAD WATER MAIN	11,766.70	
TOTAL - ALL VENDORS		873,838.94	

09/12/2019 11:30 AM
User: FAULKNER
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 09/17/2019 - 09/17/2019
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID
BANK CODE: TA

Vendor Name	Description	Amount	Check #
1. EAST LANSING PUBLIC SCHOOLS			
	SUMMER TAX COLLECTION	61,863.90	12693
	SUMMER TAX COLLECTION	425,809.28	12701
	TOTAL	<u>487,673.18</u>	
2. HASLETT PUBLIC SCHOOLS			
	SUMEMR TAX COLLECTION	129,495.49	12694
	SUMMER TAX COLLECTION	454,682.26	12702
	TOTAL	<u>584,177.75</u>	
3. INGHAM INTERMEDIATE SCHOOL			
	SUMMER TAX COLLECTION	441,943.55	12695
	SUMMER TAX COLLECTION	1,884,860.87	12703
	TOTAL	<u>2,326,804.42</u>	
4. JENNIE IVERSON		40.00	12696
5. KONNECH INC	OVERPAYMENT OF SUMMER PROPERTY TAXES	849.51	12704
6. LANSING COMMUNITY COLLEGE	DELINQ PERSONAL PROPERTY	5.71	12697
7. LERETA	OVERPAYMENT OF SUMMER PROPERTY TAXES	5,788.99	12705
8. OKEMOS POINTE LLC	OVERPAYMENT OF SUMMER PROPERTY TAXES	303.38	12706
9. OKEMOS PUBLIC SCHOOLS			
	SUMMER TAX COLLECTION	1,990,244.32	12707
	SUMMER TAX COLLECTION	508,510.64	12698
	TOTAL	<u>2,498,754.96</u>	
10. WELLS FARGO	REFUND-OVERP'MT OF TAXRS	8,408.00	12708
11. WILLIAMSTON SCHOOLS			
	SUMMER TAX COLLECTION	4,747.54	12699
	SUMMER TAX COLLECTION	36,273.22	12709
	TOTAL	<u>41,020.76</u>	
TOTAL - ALL VENDORS		5,953,826.66	

Credit Card Report 8/29/2019 to 9/11/2019

Posting Date	Merchant Name	Amount	Name
2019/09/11	ALRO STEEL CORP	\$5.72	KYLE FOGG
2019/09/09	AMAZON.COM*7O9F29QF3 AMZN	\$106.07	MICHELLE PRINZ
2019/09/09	AMAZON.COM*MO4PF0840	\$15.88	MICHELLE PRINZ
2019/08/29	AMAZON.COM*MO5MB1H71 AMZN	\$63.69	KRISTI SCHAEDING
2019/09/02	AMAZON.COM*MO69Z5SS2 AMZN	\$46.86	KRISTI SCHAEDING
2019/09/11	AMAZON.COM*WX6AJ41G3 AMZN	\$4.49	MICHELLE PRINZ
2019/09/09	AMZN MKTP US*1W8AD0073	\$68.43	MICHELLE PRINZ
2019/09/09	AMZN MKTP US*E63UC8YC3	\$99.98	MICHELLE PRINZ
2019/09/09	AMZN MKTP US*J20JW9B33	\$699.00	MICHELLE PRINZ
2019/09/10	AMZN MKTP US*MO17186J0	\$29.85	MICHELLE PRINZ
2019/08/30	AMZN MKTP US*MO3VR8QU2	\$19.38	MICHELLE PRINZ
2019/09/09	AWWA.ORG	\$75.00	DEREK PERRY
2019/08/29	CORAL GABLES OF EAST LANS	\$16.00	FRANK L WALSH
2019/08/29	DENNY'S CYCLING & FITNES	\$119.98	KRISTI SCHAEDING
2019/09/05	EGLE DW TRAIN AND CERT	\$95.00	DENISE GREEN
2019/09/04	EPIC SPORTS, INC.	\$208.02	MICHAEL DEVLIN
2019/09/10	EPIC SPORTS, INC.	\$131.47	MICHAEL DEVLIN
2019/08/30	EVIDENT INC	\$55.00	KYLE ROYSTON
2019/09/09	FACEBK 4BKQBM2862	\$6.93	DARCIE WEIGAND
2019/09/09	FEDEX 789616073336	\$76.47	CAROL HASSE
2019/09/11	FERGUSON WTRWRKS #3386	\$64.94	DAVID LESTER
2019/09/05	FORESTRY SUPPLIERS INC	\$57.60	KELSEY DILLON
2019/09/06	GRAINGER	\$203.00	TYLER KENNEL
2019/09/06	HAMMOND FARMSLANDSCAPE SU	\$33.50	KEITH HEWITT
2019/09/05	HASLETT TRUE VALUE HARDW	\$6.99	KYLE ROYSTON
2019/08/30	INT'L ASSOC OF FIRE CH	\$265.00	MICHAEL HAMEL
2019/09/09	JETS PIZZA - MI-053 - MOT	\$82.96	KENNITH PHINNEY
2019/09/04	LANDSCAPE RESTORATION INC	\$44.50	KELSEY DILLON
2019/09/09	LEXISNEXIS RISK SOL EPIC	\$150.00	KRISTI SCHAEDING
2019/09/04	MACOMB COMMUNITY COLLEGE	\$300.00	ANDREW MCCREADY
2019/09/02	MEIJER # 025	\$55.29	CATHERINE ADAMS
2019/09/09	MEIJER # 210	\$22.77	ANDREW MCCREADY
2019/09/04	MERIDIAN AREA BUSINESS AS	\$125.00	KRISTI SCHAEDING
2019/09/02	MICHIGAN WATER ENVIORNMEN	\$75.00	ROBERT MACKENZIE
2019/09/02	MICHIGAN WATER ENVIORNMEN	\$135.00	ROBERT MACKENZIE
2019/09/11	OFFICEMAX/OFFICEDEPT#3379	\$96.07	KYLE FOGG
2019/08/29	OFFICEMAX/OFFICEDEPT#3379	\$153.47	CATHERINE ADAMS
2019/09/04	OHIO TURNPIKE REPLENISHME	\$24.40	WILLIAM PRIESE
2019/08/29	ONLINE LABELS	\$112.25	KYLE ROYSTON
2019/09/10	ONLINE LABELS	\$71.65	MICHELLE PRINZ
2019/09/11	PARKING EP/PS	\$1.25	CATHERINE ADAMS
2019/09/09	POLLARDWATER.COM #3326	\$41.00	CHAD HOUCK
2019/09/11	QUALITY DAIRY 31280027	\$37.38	DARCIE WEIGAND
2019/09/02	SOLDANS FEEDS & PET S	\$10.74	CATHERINE ADAMS

2019/09/09	SOLDANS FEEDS & PET S	\$10.74	CATHERINE ADAMS
2019/09/11	SP * HON ACCESSORIES	\$31.50	KYLE ROYSTON
2019/09/09	SPEEDWAY 02298 GRND RIVER	\$56.22	DAN PALACIOS
2019/09/09	THE HOME DEPOT #2723	(\$16.97)	ROBERT STACY
2019/09/09	THE HOME DEPOT #2723	\$61.88	ROBERT STACY
2019/09/09	THE HOME DEPOT #2723	\$14.97	ROBERT STACY
2019/09/09	THE HOME DEPOT #2723	\$47.90	KELSEY DILLON
2019/08/29	THE HOME DEPOT #2723	\$42.63	TYLER KENNEL
2019/09/02	THE HOME DEPOT #2723	\$19.44	TYLER KENNEL
2019/09/02	THE HOME DEPOT #2723	\$12.98	CHAD HOUCK
2019/09/10	THE HOME DEPOT #2723	\$184.84	WILLIAM RICHARDSON
2019/09/02	THE HOME DEPOT #2723	\$27.42	DAVID LESTER
2019/09/05	THE HOME DEPOT #2723	\$44.62	DAVID LESTER
2019/09/06	THE HOME DEPOT #2723	\$61.05	DAVID LESTER
2019/09/06	THE HOME DEPOT #2723	\$24.75	DAVID LESTER
2019/08/30	THE HOME DEPOT #2723	\$27.25	ROBERT MACKENZIE
2019/09/06	THE HOME DEPOT #2723	\$17.45	ROBERT MACKENZIE
2019/08/29	THE HOME DEPOT #2723	\$69.96	DAN PALACIOS
2019/09/09	THE HOME DEPOT #2723	\$26.25	DAN PALACIOS
2019/08/29	THE HOME DEPOT #2723	\$8.95	KEITH HEWITT
2019/09/06	THE HOME DEPOT #2723	\$34.35	KEITH HEWITT
2019/09/09	THE HOME DEPOT #2723	\$29.92	KEITH HEWITT
2019/08/29	THE HOME DEPOT #2723	\$64.05	MATT FOREMAN
2019/08/29	THE HOME DEPOT #2723	\$52.65	MATT FOREMAN
2019/08/30	THE HOME DEPOT #2723	\$34.69	MATT FOREMAN
2019/09/09	THE HOME DEPOT #2723	\$54.74	MATT FOREMAN
2019/08/29	TRI-TECH/NATIONAL LAW	(\$13.60)	KYLE ROYSTON
2019/09/09	ULINE *SHIP SUPPLIES	\$61.43	KRISTI SCHAEDING
2019/09/05	USA BLUE BOOK	\$272.69	CHAD HOUCK
2019/09/09	WAL-MART #2866	\$13.50	KELSEY DILLON

Total	\$5,491.23
-------	------------

ACH Transactions

Date	Payee	Amount	Purpose
8/28/2019	Blue Care Network	15,825.03	Employee Health Insurance
8/28/2019	Blue Care Network	49,888.12	Employee Health Insurance
8/28/2019	Nationwide	3,233.06	Payroll Deductions 08/30/19 Payroll
8/28/2019	ICMA	33,004.48	Payroll Deductions 08/30/19 Payroll
8/28/2019	Consumers	59,312.63	Utilities
8/30/2019	Vantagecare	12,839.65	Employee Health Insurance
08/30/19	IRS	137,749.34	Payroll Taxes 8/30/19 Payroll
08/30/19	Various Financial Institutions	256,912.03	Direct Deposit 8/30/19 Payroll
9/3/2019	Mers	275,511.36	Employees Retirement
9/4/2019	Blue Care Network	3,441.57	Employee Health Insurance
9/9/2019	Delta Dental	14,542.75	Employee Dental Insurance
09/09/19	Invoice Cloud	601.25	Utility Transaction Fees
9/10/2019	MCT - Utilitys	2,482.00	Water/Sewer for MCT
9/11/2019	Blue Care Network	43,795.89	Employee Health Insurance
Total ACH Payments		<u>\$ 909,139.16</u>	



11.A/13.C

To: Township Board

From: Peter Menser, Principal Planner

Date: September 12, 2019

Re: 2360 Jolly Road Brownfield Plan

2360 Jolly Road, LLC has submitted a brownfield plan for the property at 2360 Jolly Road, located at the northwest corner of Jolly Road and Jolly Oak Road. The site is currently developed with a 16,900 square foot commercial building occupied by Value Tire Center, which has operated at that location since 1998. The 2.66 acre parcel is zoned C-2 (Commercial).

The proposed brownfield plan is in the amount of \$422,458 over 12 years. Of that amount, \$379,700 would be reimbursement to the developer for eligible activities. The Meridian Township Brownfield Redevelopment Authority (BRA) would capture \$21,379 for administrative costs and \$21,379 for the local brownfield revolving fund (LBRF). No interest is proposed in the brownfield plan. Dave Van Haaren from Triterra, the Township's brownfield consultant, has submitted a report summarizing the brownfield plan amendment (attached) and will be in attendance at the meeting to provide an overview of the request and answer any questions.

The MTBRA discussed the brownfield plan at its meeting on August 15, 2019 and voted to recommend approval of the plan to the Township Board.

Decision Criteria

In considering the brownfield plan, the Brownfield Redevelopment Financing Act (Public Act 381 of 1996) requires that the "governing body shall determine whether the plan constitutes a public purpose," however it does not provide a definition of the term "public purpose." The Natural Resources and Environmental Protection Act (specifically Part 196 of Public Act 451 of 1994), which is used by the Michigan Department of Environment, Great Lakes, and Energy (EGLE) staff in evaluating brownfield grant and loan applications, provides some guidance that includes whether or not a project provides significant and measureable environmental, community, and economic benefits. Economic benefits are comprised of private investment, increases in taxable value, and job creation.

If the Township Board determines that the plan does not constitute a public purpose it can deny the brownfield plan. If a public purpose is identified, the Board can approve the plan, reject the plan, or approve it with modifications, based on the following considerations:

- Whether the plan meets the requirements of Section 13 of the Act, which references items required for inclusion in the plan itself, including information on financing, descriptions of eligible activities, and details on how the tax increment revenues generated by the project will be used.

**2360 Jolly Road Brownfield Plan
Township Board (September 17, 2019)
Page 2**

- Whether the proposed method of financing the costs of eligible activities is feasible and the MTBRA, on behalf of the developer, has the ability to arrange the financing.
- Whether the costs of eligible activities proposed are reasonable and necessary to carry out the purposes of this act.
- Whether the amount of captured taxable value estimated to result from adoption of the plan is reasonable.

The bullet points above are technical in nature and have been vetted and confirmed by the Township's brownfield consultant and are detailed in the attached review letter. The consideration of the plan constituting a public purpose must be determined by the Township Board.

Township Board Options

The Township Board has the option to approve, approve with modifications, or deny the proposed brownfield plan. A resolution will be provided at a future meeting.

Attachments

1. Review memo prepared by Triterra dated August 8, 2019.
2. 2360 Jolly Road Brownfield Plan prepared by Advanced Redevelopment Solutions dated August 4, 2019.
3. Eligible activities cost detail prepared by Advanced Redevelopment Solutions dated August 4, 2019.

G:\Community Planning & Development\Planning\BROWNFIELDS\2019\2360 Jolly Road\2360 Jolly Road brownfield plan.tb1.docx

To: Peter Menser, Principal Planner – Meridian Township
Meridian Township Brownfield Redevelopment Authority

From: Dave Van Haaren - Triterra

Date: August 8, 2019 (Revised)

Subject: Review of 2360 Jolly Road Redevelopment Project Brownfield Plan, dated August 4, 2019

In preparation for your BRA meeting, the following is a review of the revised Brownfield Plan titled 2360 Jolly Road Redevelopment Project Brownfield Plan (the Plan), located at 2360 Jolly Road (portion), Okemos, Meridian Charter Township, Michigan, dated August 4, 2019.

On August 7, 2019, township staff received a revised Brownfield Plan from the applicant, 2360 Jolly Road, LLC. The applicant has met with the township assessor and township staff since the Plan was considered by the BRA board on July 18, 2019. The following changes were made to the Plan based on the recommendations of the BRA board and township assessor:

- Increase to the Project Final Taxable Value (PFTV) from \$582,000 to \$1,060,800 (starting in 2021),
- Contingency reduced from \$47,100 (15%) to \$15,700 (5%),
- Reduced the estimated Local Brownfield Revolving Fund (LBRF) deposits from \$23,490 to \$21,379,
- Reduced BRA Administration amount from \$23,490 to \$21,379,
- Reduced the estimated years of tax increment revenue (TIR) capture from 24 years to 12 years, and
- Reduced the estimated duration of Brownfield Plan from 26 years to 14 years.

General Description of the Project:

The Plan is for a portion of one parcel; 2360 Jolly Road (portion) (Tax ID #33-02-02-33-376-010). The Plan includes a proposed redevelopment of the entire building that is estimated at 17,323 square feet into three separate commercial spaces. There will be a large outdoor gathering area allowing for interaction between at least 2 businesses for customers.

Total capital investment of approximately \$4,000,000 and the project will create up to 60 new local full-time equivalent (FTE) jobs upon project completion. Construction is scheduled to begin October 2019 and end 2020.

The Plan is requesting reimbursement to the Developer of \$379,700 (including a 5% contingency of \$15,700) and an estimated capture of \$42,758 to the MTBRA for administration (\$21,379) and Local Brownfield Revolving Fund (\$21,379). Eligible Activities included in the Plan total \$422,458. There is no interest proposed in the Plan.

The Plan includes an estimated total reimbursement/capture period of 12 years beginning in 2021.

No state school capture is assumed to reimburse eligible activity costs in this Plan. The eligible activities identified in the Plan are as local-only tax capture costs by the Authority.

Basis for Eligibility of subject Property as defined by Act 381:

The Property is considered “Eligible Property,” as defined by Act 381, because it has been deemed a “facility” – a Michigan Department of Environment, Great Lakes, and Energy (formerly Michigan Department of Environmental Quality) Acknowledgement of Receipt of a Baseline Environmental Assessment (BEA) letter dated September 28, 2018 is included in the Plan.

Required Items under Section 13 of Act 381:

- Note: Initial taxable value/base year of the Eligible Property identified in and subject to this Plan shall be the next assessment roll for which equalization will be completed following the date the resolution adding the Eligible Property in the Plan is adopted. Therefore, the initial taxable value of the Eligible Property shall be determined by the use of tax year 2020 tax values.

Eligible Activities as defined by Act 381:

References to eligible activity costs are “estimates” and the total amount for reimbursement will cap the Developer eligible activity costs at \$379,700 so long as there are available funds. If the actual costs of eligible activities are lower than the estimates identified in the Plan, capture to the Developer may be lower or if the Taxable Value is higher than estimated, the Developer reimbursement may be sooner.

Financial Impact:

The initial taxable value used is \$213,409 and the estimated future taxable value at completion is \$1,060,800.

The Plan assumes an annual appreciation of 2.18% in total taxable value. Changes in this assumption will result in a longer or shorter reimbursement period. Given the economic recovery, this is a reasonable assumption, but the BRA may choose to get an opinion from the Township Assessor if Developer has not already done so.

Financial impact to Taxing Jurisdictions is provided in Sec. 8 of the Plan.

Proposed Modifications to the Plan:

- None – all recommended modifications noted in Triterra’s memorandum dated June 12, 2019 have been satisfactorily incorporated into the revised Plan.

Recommendations/Questions:

- None – all recommendations and questions noted Triterra’s memorandum dated June 12, 2019 have been satisfactorily addressed and/or incorporated into the revised Plan.

2360 JOLLY ROAD REDEVELOPMENT PROJECT

2360 Jolly Road (portion) – Tax ID #33-02-02-33-376-010
Okemos, Meridian Charter Township, Michigan

Brownfield Plan

Revised August 4, 2019

Prepared with assistance from:
ADVANCED REDEVELOPMENT SOLUTIONS
PO Box 204
Eagle, MI 48822
Contact: Eric P. Helzer, EDPF
Phone: (517) 648-2434



Meridian Township Brownfield Redevelopment Authority

Meridian Charter Township
5151 Marsh Road | Okemos, MI 48864
Contact: Peter Menser
Principal Planner, Department of Community Planning and Development
Phone: (517) 853-4576

Approved by the Meridian Township Brownfield Redevelopment Authority –
____/____/2019

Approved by the Meridian Charter Township Board of Trustees –
____/____/2019

Table of Contents

Project Summary Sheet: Brownfield Plan – 2360 Jolly Road Redevelopment Project..... 2

Introduction 7

1. Description of the Eligible Property (Section 13(2)(h)) 8
2. Basis of Eligibility (Section 13(2)(h), Section 2(p)), Section 2(r).....11
3. Summary of Eligible Activities and Description of Costs (Section 13 (2)(a),(b)).....12
4. Captured Taxable Value and Tax Increment Revenues (Section 13(2)(c),(f))15
5. Method of Brownfield Plan Financing (Section 13(2)(d)).....16
6. Amount of Note or Bonded Indebtedness Incurred (Section 13(2)(e))17
7. Duration of the Brownfield Plan and Effective Date (Section 13(2)(f)).....17
8. Estimated Impact on Taxing Jurisdictions (Section 13(2)(g)).....18
9. Displacement of Persons (Section 13(2)(i-l))20
10. Local Brownfield Revolving Fund (Section 8).....20
11. State Brownfield Redevelopment Fund (Section 8a)20
12. Other Information (Section 13(2)(m))20

Tables

Table 1 – Eligible Activities..... 14 and 15

 Table 1a – Itemized Eligible Activities

 Table 1b – Summary of Eligible Activities

Table 2 – Estimated Captured Incremental Taxable Values &
Tax Increment Revenues Captured..... 16

Table 3 – Impact to Taxing Jurisdictions19

Table 4 – Tax Increment Financing Estimates..... Exhibit C

 Table 4a1 – Base Year/Initial Taxable Value (ITV) Information

 Table 4a2 – Total Estimated Taxes Paid to All Taxing Jurisdictions
 on the Base Year Taxable Value/Initial Taxable Value (ITV)

 Table 4b – Estimated Future Taxable Value (FTV) Information

 Table 4c – Impact of Tax Capture on Taxing Jurisdictions

 Table 4d – Reimbursement of Eligible Activities & Disbursements

Figures

Figure 1 – Scaled Property Location Map 8

Figure 2 – Eligible Property Map 8

Figure 3 – Zoning Map 9

Exhibits

- A. Eligible Property – Legal Descriptions and Eligible Property Boundary Map
- B. Basis of Eligibility – DEQ Acknowledgement of Receipt of a Baseline Environmental Assessment letter dated September 28, 2018
- C. Table 4 – Tax Increment Financing Estimates

**PROJECT SUMMARY SHEET: BROWNFIELD PLAN –
2360 Jolly Road Redevelopment Project**

The purpose of this Brownfield Plan (the “Plan”) is to identify eligible activities and cost estimates for redevelopment of the property located at 2360 Jolly Road, Okemos, Meridian Charter Township, Michigan. Brownfield tax increment financing is necessary to support redevelopment of this property.

Project Name: 2360 Jolly Road Redevelopment Project

Applicant/Developer: Entity Name: 2360 Jolly Road, LLC (“Developer”)
Contact: Will Randle
Mailing Address: 2410 Woodlake Dr.
Okemos, MI 48864
Phone: 517-580-2550

Eligible Property Location: The Eligible Property (“Property”) consists of one parcel (portion) located at:
2360 Jolly Road

Parcel Information: 2360 Jolly Road (portion) – Tax ID #33-02-02-33-376-010
Okemos, Meridian Charter Township, Michigan

Property Size: Approximately 1.64-acres

Type of Eligible Property: Facility (Contaminated)

Project Description: 2360 Jolly Road, LLC is a single-purpose company formed to develop, construct, finance, and own the 2360 Jolly Road Redevelopment Project, a commercial redevelopment (the “Project”). The proposed redevelopment of the Project, which is the subject of this Plan, will redevelop the entire building that includes an estimated 17,323 square feet of small business spaces. The current warehouse will create three (3) separate commercial business spaces. There will be a large outdoor gathering area allowing for interaction between at least two (2) business’s for customers.

Construction (not including environmental) is scheduled to begin in October 2019 and anticipated to be completed by the end of 2020, pending incentive approvals. All eligible activities identified in this Plan are required to allow for the successful completion of the Project.

Total Capital Investment: This Brownfield Plan (the “Plan”) anticipates approximately \$4,000,000 in Total Capital Investments by 2360 Jolly Road, LLC for this Project.

Estimated Job Creation: Upon Project completion, up to 60 new local full-time equivalent jobs are projected to be created.

Estimated Duration of Plan

Capture: 12 years (2021-2032), total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan costs, Brownfield Plan Implementation Fees, Authority/BRA Administration & Application Fees, and LBRF capture.

Estimated Duration of Plan: 14 years (2019-2032) estimated but valid up to 35 years. NOTE: Plan capture of tax increment revenues shall not exceed 30 years.

Base Year of Plan: 2020. NOTE: The initial taxable value/base year of the Eligible Property identified in and subject to this Plan shall be the next assessment roll for which equalization will be completed following the date the resolution adding the Eligible Property in the Plan is adopted. Therefore, the initial taxable value of the Eligible Property shall be determined by the use of tax year 2020 tax values.

First Year of Plan Capture: 2021

Estimated Gain in Taxes:
(after Project completion)

	Base Year Taxable Value	Future Taxable Value (Estimate)	Increased/ Taxable Value (Increment)
	2020	Starting in 2021	Starting in 2021
	\$ 213,409	\$ 1,060,800	\$ 847,391
Annual Taxes Paid	\$ 14,384	\$ 71,498	\$ 57,114

Distribution of Total New Taxes Paid Estimate:
(Total Plan Duration)

Total New Taxes Received by Taxing Units	\$ 373,642
Total New Taxes Captured	\$ 422,458
Total New Taxes	\$ 796,101

**Total New (Incremental) Taxes Captured
Breakdown Estimate:**
(Total Plan Duration)

Total Taxes Captured During Brownfield Plan Tax Capture Period	Total/ Cumulative	Annual Average
Meridian Township BRA Administration	\$ 21,379	\$ 1,782
Meridian Township BRA Local Brownfield Revolving Fund (LBRF)	\$ 21,379	\$ 1,782
Local Taxes to Developer * (to Reimburse Eligible Activities)	\$ 379,700	\$ 31,642
Total New Tax Capture (See Table 1a)	\$ 422,458	\$ 35,205
* To meet Developer Reimbursement Obligations.		

**Total New (Incremental) Taxes Received (Gain/Not Captured) by Taxing Units
Breakdown Estimate:
(Total Plan Duration)**

Total Estimated New/ Incremental Tax Revenue Received by each Taxing Unit/ Entity (taxes not captured by the Brownfield Plan)	Percentage of Pass-Through/ Sharing to Taxing Unit	Estimated Tax Capture Period in Number of Years =	12
		New Tax Revenue Received	
		Total/ Cumulative	Annual Average
MERIDIAN CHARTER TOWNSHIP			
Operating	0%	\$ 590	\$ 49
Pathways	0%	\$ 47	\$ 4
CATA Redi Ride	0%	\$ 28	\$ 2
Fire Protection	0%	\$ 90	\$ 7
Police Protection	0%	\$ 85	\$ 7
Land Preservation	0%	\$ 46	\$ 4
Community Services	0%	\$ 21	\$ 2
Local Roads	0%	\$ 35	\$ 3
Parks/Recreation	0%	\$ 94	\$ 8
Debt	100%	\$ 2,362	\$ 197
Police & Fire Protection	0%	\$ 210	\$ 17
<i>Subtotal to Above</i>	-	\$ 3,608	\$ 301
INGHAM COUNTY			
County Operating	0%	\$ 958	\$ 80
Indigent Veterans Relief Fund	0%	\$ 5	\$ 0
Potter Park Zoo	0%	\$ 58	\$ 5
Public Transportation	0%	\$ 85	\$ 7
911 System	0%	\$ 120	\$ 10
Juvenile Justice	0%	\$ 85	\$ 7
Farmland Preservation	0%	\$ 20	\$ 2
Health Services	0%	\$ 50	\$ 4
Parks/Trails	0%	\$ 71	\$ 6
Animal Control	0%	\$ 34	\$ 3
Jail/Justice	0%	\$ 120	\$ 10
<i>Subtotal to Above</i>	-	\$ 1,605	\$ 134
Capital Region Airport Authority - CRAA	0%	\$ 99	\$ 8
Capital Area Transportation Authority - CATA	0%	\$ 426	\$ 35
LIBRARY			
Capital Area District Library - CADL	0%	\$ 221	\$ 18
INTERMEDIATE SCHOOL DISTRICTS (ISD)			
RESA Operating	0%	\$ 28	\$ 2
RESA Special Education	0%	\$ 638	\$ 53
RESA Vocational Education	0%	\$ 183	\$ 15
COMMUNITY COLLEGE			
Lansing Community College - LCC	0%	\$ 539	\$ 45
<i>Subtotal to Above</i>	-	\$ 2,133	\$ 178
LOCAL SCHOOL MILLAGES: excludes State School millages			
School Debt	100%	\$ 82,681	\$ 6,890
School Building and Site ("Sinking Fund" millage available for tax capture)	0%	\$ 140	\$ 12
<i>Subtotal to Above</i>	-	\$ 82,820	\$ 6,902
<i>Subtotal of All of the Above</i>	-	\$ 90,166	-
STATE SCHOOL MILLAGES: excludes Local School millages			
State Education Tax - SET	100%	\$ 70,869	\$ 5,906
Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	100%	\$ 212,607	\$ 17,717
<i>Subtotal to Above</i>	-	\$ 283,476	\$ 23,623
GRAND TOTAL OF ESTIMATED NEW TAX REVENUE TO THE ABOVE	-	\$ 373,642	-

Eligible Activities and Eligible Costs:

Eligible activities are estimated at approximately \$422,458 (inclusive of fees associated with Authority/BRA Administration, Local Brownfield Revolving Fund (LBRF), Local Application Fees, and Brownfield Plan Implementation) of which the projected costs of developer eligible activities are \$379,700. By way of adoption of this Plan, the Brownfield Plan will cap developer eligible activity costs at \$379,700 so long as there are available revenues.

Eligible Activities	Eligible Costs
DEQ Eligible Activities	
Department-Specific Activities	
Baseline Environmental Assessment (BEA) Activities	\$ 14,000
Due Care Activities	\$ 30,000
Additional Response Activities	\$ 70,000
MSF Non-Environmental Eligible Activities	
Demolition Activities	\$ 160,000
Lead and Asbestos Abatement Activities	\$ 40,000
Contingency (5%)	\$ 15,700
Interest (0% Simple Interest)	\$ -
<i>Subtotal</i>	\$ 329,700
Brownfield Plan Preparation	\$ 30,000
Brownfield Plan Implementation (to Developer)	\$ 15,000
Local Application Fees	\$ 5,000
<i>Subtotal: To Developer *</i>	\$ 379,700
Meridian Township BRA Administration	\$ 21,379
Meridian Township BRA Local Brownfield Revolving Fund (LBRF)	\$ 21,379
<i>Subtotal: To BRA</i>	\$ 42,758
GRAND TOTAL	\$ 422,458
* To meet Developer Reimbursement Obligations.	

INTRODUCTION

Meridian Charter Township, Michigan (the “Township”), established the Meridian Township Brownfield Redevelopment Authority (the “Authority”) on April 18, 2017, pursuant to Michigan Public Act 381 of 1996, as amended (“Act 381”). The Michigan Department of State, Office of the Great Seal, acknowledged receipt and filing of the resolution on May 17, 2017. The primary purpose of Act 381 is to encourage the redevelopment of eligible property by providing economic incentives through tax increment financing for certain eligible activities.

The purpose of this Brownfield Plan (the “Plan” and/or “Amendment”), as amended is to promote the redevelopment of and investment in certain “Brownfield” properties within the Township. Inclusion of Property within this Plan will facilitate financing of eligible activities at eligible properties and will also provide tax incentives to eligible taxpayers willing to invest in revitalization of eligible sites, commonly referred to as “Brownfields” that are either environmentally contaminated (a “facility”), blighted property, historic resource or deemed functionally obsolete property. By facilitating redevelopment of Brownfield properties, this Plan, is intended to promote economic growth for the benefit of the residents of the Township and all taxing units located within and benefited by the Authority.

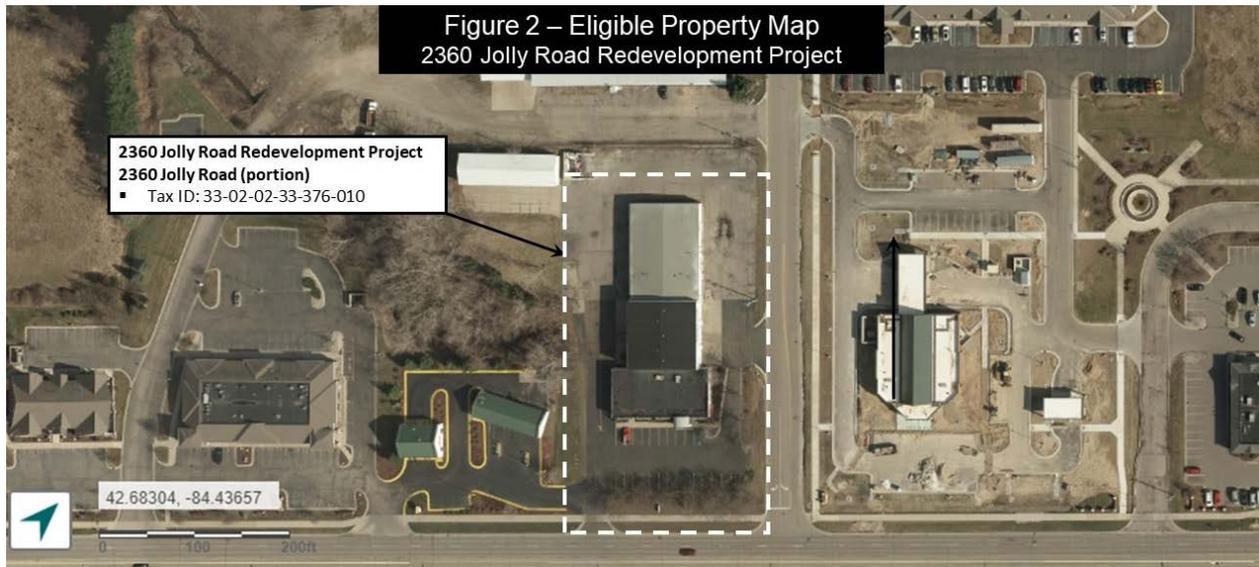
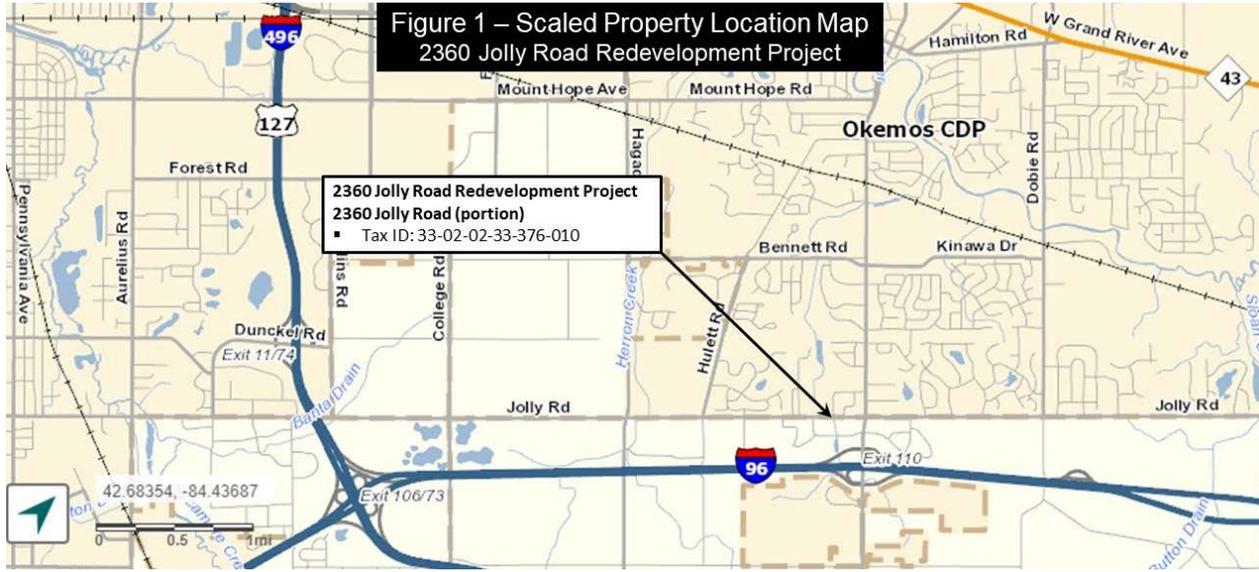
The identification or designation of a developer or proposed use for the Eligible Property that is the subject of this Plan shall not be integral to the effectiveness or validity of this Plan. This Plan is intended to apply to the Eligible Property identified in this Plan and, if tax increment revenues are proposed to be captured from that Eligible Property, to identify and authorize the eligible activities to be funded by such tax increment revenues. Any change in the proposed developer or proposed use of the Eligible Property shall not necessitate an amendment to this Plan, affect the application of this Plan to the Eligible Property, or impair the rights available to the Authority under this Plan.

This Plan is intended to be a living document, which may be modified or amended in accordance with the requirements of Act 381, as necessary to achieve the purposes of Act 381. The applicable sections of Act 381 are noted throughout the Plan for reference purposes.

This Plan contains information required by Section 13(2) of Act 381.

1. DESCRIPTION OF THE ELIGIBLE PROPERTY (SECTION 13(2)(H))

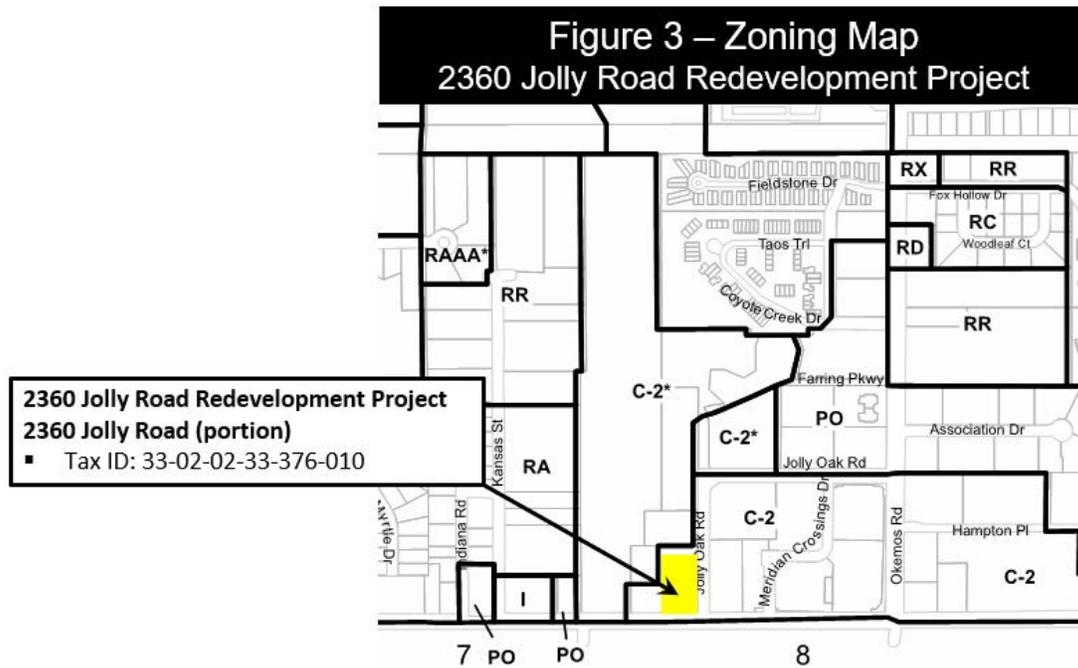
The Eligible Property (“Property”) consists of a portion of one (1) parcel and is located at 2360 Jolly Road, Okemos, Meridian Township, Ingham County, Michigan. The Property is situated to the north of Jolly Road and west of Jolly Oak Road as depicted on Figure 1 – Scaled Property Location Map. The Property contains approximately 1.64-acres in Meridian Township (“Township”) on one parcel as depicted on Figure 2 – Eligible Property Map.



The Eligible Property parcel is summarized in the below table. See Exhibit A, Eligible Property – Legal Descriptions and Eligible Property Boundary Map. Please note that the Eligible Property in the table below identifies one (1) parcel with a portion of that Tax ID number being included as Eligible Property. As such, the Legal Descriptions and Eligible Property Boundary Map in Exhibit A shall govern as the Eligible Property in this Plan.

Eligible Property		
Address	Tax ID	Basis of Eligibility
2360 Jolly Road (portion)	33-02-02-33-376-010	Facility

The Property is surrounded by commercial operations. The Property is zoned “C-2” Commercial District and this zoning district allows for the proposed Project development. All other planned uses are permitted uses under the current zoning. See below Figure 3 – Zoning Map.

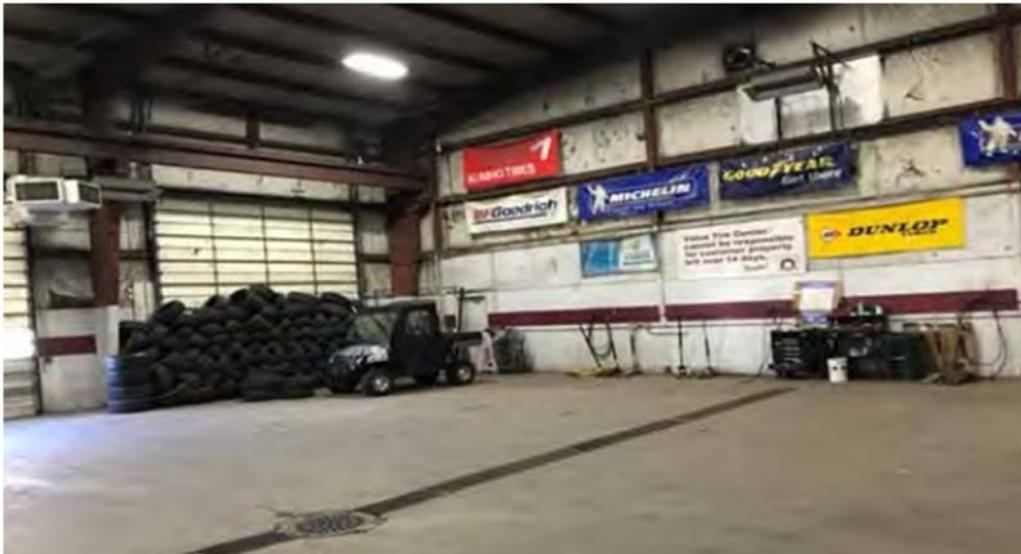


The Property is abutted by surface roadways, municipal water, sanitary and storm sewer services, and electrical and gas utilities. The proposed use on the Property is adequately served by essential public facilities and services, such as police and fire.

The Property contains a large tire service store with warehouse, maintenance facility and office. 2360 Jolly Road Redevelopment Project is bordered on its west and east by commercial businesses.

The Property consists of one parcel of land that has been deemed a “facility” in accordance with Act 381 forming the parcel’s basis of eligibility. The parcel is located within the boundaries of Meridian Township, Michigan.





The Project proposes to redevelop an underutilized and contaminated property into a commercial redevelopment for Meridian Township and State of Michigan, both during Project construction and subsequent operations. The proposed redevelopment of the Project, which is the subject of this Plan, will redevelop the entire building that includes an estimated 17,323 square feet of small business spaces. The current warehouse will create three (3) separate commercial business spaces. There will be a large outdoor gathering area allowing for interaction between at least two (2) business's for customers. The redevelopment integrates design elements, environmental activities, and economic development to further goals of the Township, the Michigan Department of Environmental Quality ("MDEQ", now named the Michigan Department of Environment, Great Lakes and Energy "EGLE") and the Michigan Economic Development Corporation ("MEDC"). It will result in: (1) the community and municipal benefits of increased property taxes on the Property; (2) due care and additional response activities that will address the contamination on the Property, reducing the threat to human health and the environment; and (3) a substantial improvement to the appearance and aesthetics of the Property which will assist in increasing the property values of the neighboring community. The overall redevelopment of this site will include lead, cadmium and asbestos abatement, select demolition of the building, environmental due care and additional response activities, and redevelopment into a commercial development project. The applicant has a strong desire to put this Property back to productive use and drastically improve the aesthetics of the area.

The parcel and all tangible real and personal property located thereon will comprise the Eligible Property and is referred to herein as the "Property." Incremental tax revenues resulting from new personal property will be captured. Any such funds will be used to reimburse the Authority and Developer for eligible activities, to the extent authorized by this Plan, and an executed Reimbursement Agreement ("Agreement") between the Developer and the Authority.

Construction (not including environmental) is scheduled to begin in October 2019 and anticipated to be completed by the end of 2020, pending incentive approvals. All eligible activities identified in this Plan are required to allow for the successful completion of the Project.



2. BASIS OF ELIGIBILITY (SECTION 13(2)(H), SECTION 2(P)), SECTION 2(R)

The Property is considered “eligible property” as defined by Act 381, Section 2 because (a) the Property was previously utilized or is currently utilized for commercial purpose; (b) the parcel comprised by the Property has been determined to be a “facility”; and, (c) the Property is in Meridian Charter Township, which is not a qualified local governmental unit.

Eligible Property		
Address	Tax ID	Basis of Eligibility
2360 Jolly Road (portion)	33-02-02-33-376-010	Facility

The current owner, Okemos Pointe, LLC, completed a Baseline Environmental Assessment Report dated April 25, 2018 (“BEA Report”) which was filed with the Michigan Department of Environmental Quality (DEQ) on September 26, 2018. The BEA Report includes a history of the Property and an overview of the environmental conditions on the Property as it is related to its basis of eligibility and inclusion in the Plan. The DEQ transmitted an Acknowledgement of Receipt of a Baseline Environmental Assessment letter dated September 28, 2018 (“DEQ BEA Letter”). Exhibit B includes a copy of the DEQ BEA Letter. As Eligible Property, the Property is eligible for Brownfield redevelopment incentives from the Authority. The Developer, and future owner, is in the process of completing its own Baseline Environmental Assessment Report which will be filed prior to Property acquisition.

3. SUMMARY OF ELIGIBLE ACTIVITIES AND DESCRIPTION OF COSTS (SECTION 13 (2)(A),(B))

The “eligible activities” that are intended to be carried out at the Property are considered “eligible activities” as defined by Sec 2 of Act 381, because they include Baseline Environmental Assessment (BEA) {Phase I ESA, Phase II ESA, and BEA}, due care activities, additional response activities, lead & asbestos survey and abatement, demolition, preparation of an Brownfield Plan, Brownfield Plan implementation, contingency, LBRF capture, and administration & application fees. Interest is not included in this Plan.

A summary of the eligible activities and the estimated cost of each eligible activity intended to be paid for with Tax Increment Revenues from the Property are shown in the following tables (Tables 1a and 1b).

The Eligible Activities projected in this Plan may switch categories if site or environmental conditions change. If conditions change, an eligible activity may fall under a different category (such as an Environmental or Non-Environmental eligible activity) so long as the Plan does not involve the capture of State School Tax Increment Revenue (i.e., an Act 381 Work Plan). Local-only Tax Capture Plans can adjust between Environmental and Non-Environmental activity categories. Furthermore, for the eligible activities identified in the Plan, the costs of any activities may be adjusted after the date the Plan is approved by the Authority, so long as the costs do not exceed the combined total of all eligible activity costs (combined Environmental and Non-Environmental costs) plus a pro-rata contingency amount, to the extent that the adjustments do not violate the terms of any approved documents, such as a Development Reimbursement Agreement, or Public Act 381 of 1996, as amended.

The Developer desires to be reimbursed for the costs of eligible activities. Tax increment revenue generated by the Property will be captured by the Authority and used to reimburse the cost of the eligible activities completed on the Property. Amendments to Act 381 that were signed in to law on December 28, 2012 allow local units of government to approve reimbursement of eligible activities with tax increment revenues attributable to local taxes on any eligible activities conducted on eligible property or prospective eligible properties prior to approval of the Plan (including Plan Amendments), if those costs and the eligible property are subsequently included in an approved Plan or Plan Amendment. In the event that eligible activities are performed prior to Plan or Plan Amendment approval, approved eligible activity costs will be reimbursable in accordance with Act 381.

In accordance with this Plan and the associated Development Reimbursement Agreement

(the “Agreement”) with the Authority, the amount advanced by the Developer will be repaid by the Authority, solely from the tax increment revenues realized from the Eligible Property.

Tax increment revenues generated by this Project will be governed by the Agreement. No state school tax capture was assumed to reimburse eligible activity costs in this Plan. The eligible activities identified in the Plan are as a local-only tax capture cost by the Authority.

The costs listed in the tables are estimated costs and may increase or decrease depending on the nature and extent of the actual conditions encountered on the Property. The actual cost of those eligible activities encompassed by this Plan that will qualify for reimbursement from tax increment revenues of the Authority from the Property shall be governed by the terms of the Agreement. No costs of eligible activities will be qualified for reimbursement except to the extent permitted in accordance with the terms and conditions of the Agreement.

Eligible activities are estimated at approximately \$422,458 (inclusive of fees associated with Authority/BRA Administration, Local Brownfield Revolving Fund (LBRF), Local Application Fees, and Brownfield Plan Implementation) of which the projected costs of Developer eligible activities are \$379,700. By way of adoption of this Plan, the Brownfield Plan will cap Developer eligible activity costs at \$379,700 so long as there are available revenues. If the actual costs of eligible activities are lower than the estimates identified in this Plan capture to Developer may be lower or if the Taxable Value is higher than estimated Developer reimbursement may be sooner.

The Project is planned to be completed by the end of 2020.

Table 1a - Itemized Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan (Local Tax Capture Only)
DEQ Eligible Activities	
Department-Specific Activities	
Baseline Environmental Assessment (BEA) Activities	\$ 14,000
Due Care Activities	\$ 30,000
Additional Response Activities	\$ 70,000
DEQ Environmental Eligible Activities Total	\$ 114,000
MSF Eligible Activities	
Demolition Activities	\$ 160,000
Lead and Asbestos Abatement Activities	\$ 40,000
MSF Non-Environmental Eligible Activities Total	\$ 200,000
Contingency: DEQ Environmental	\$ 5,700
Contingency: MSF Non-Environmental	\$ 10,000
<i>Sub Total: Contingencies</i>	\$ 15,700
Interest: DEQ Environmental (Simple Interest)	\$ -
Interest: MSF Non-Environmental (Simple Interest)	\$ -
<i>Sub Total: Interest</i>	\$ -
<i>Sub Total: EAs + Contingencies + Interest</i>	\$ 329,700
Brownfield Plan Preparation	\$ 30,000
Brownfield Plan Implementation (to Developer)	\$ 15,000
Local Application Fees	\$ 5,000
Total Developer Administration: Brownfield Plan Preparation + Brownfield Plan Implementation (to Developer) + Application Fees	\$ 50,000
<i>Sub Total: EAs + Contingencies + Interest + Developer Administration</i>	\$ 379,700
Meridian Township BRA Administration	\$ 21,379
Meridian Township BRA Local Brownfield Revolving Fund (LBRF)	\$ 21,379
Total BRA : BRA Administration + LBRF	\$ 42,758
GRAND TOTAL: EAs + Contingencies + Interest + Developer Administration + Total BRA	\$ 422,458

Table 1b - Summary of Eligible Activities	Eligible Activity Amount Supported in Brownfield Plan
Total Local Tax Capture to Developer for Eligible Activities and Contingency	\$ 379,700
Total Local Taxes to Meridian Township BRA Administration	\$ 21,379
Total Local Taxes to Meridian Township BRA (LBRF)	\$ 21,379
Total Local Tax Capture to BRA	\$ 42,758
GRAND TOTAL	\$ 422,458

4. CAPTURED TAXABLE VALUE AND TAX INCREMENT REVENUES (SECTION 13(2)(C),(F))

This Plan anticipates the capture of tax increment revenues to reimburse the Developer for the costs of eligible activities under this Plan in accordance with the Reimbursement Agreement. Initial taxable value/base year of the Eligible Property identified in and subject to this Plan shall be the next assessment roll for which equalization will be completed following the date the resolution adding the Eligible Property in the Plan is adopted. Therefore, the initial taxable value of the Eligible Property shall be determined by the use of tax year 2020 tax values. Tax increment revenue is expected to be available for capture by the redevelopment on the Property in 2021. Estimates project that the Authority is expected to capture the tax increment revenues from 2021 through 2032 which will be generated by the increase in taxable value. The following table provides a summary of the captured incremental taxable values and tax increment revenues captured which it will provide after completion of the redevelopment Project. In addition, detailed tables of estimated tax increment revenues to be captured is attached to this Plan as Exhibit C, Table 4 - Tax Increment Financing Estimates.

The captured incremental taxable value and associated tax increment revenue will be based on the actual increased taxable value from all taxable improvements (both real and personal property) on the Property set through the property assessment process by the local unit of government and equalized by the County(s). The actual increased taxable value of the land and all future taxable improvements on the Property may vary. Furthermore, the amount of tax increment revenue available under this Plan will be based on the actual millage levied annually by each taxing jurisdiction on the increase in tax value resulting from the redevelopment projects that are eligible and approved for capture.

Table 2 - Estimated Captured Incremental Taxable Values & Tax Increment Revenues Captured		
Tax Year	Captured Incremental Taxable Values	Tax Increment Revenues Captured
2020 - Base Year	\$ -	\$ -
2021 - Start of Tax Capture	\$ 847,391	\$ 30,676
2022	\$ 870,516	\$ 31,513
2023	\$ 894,146	\$ 32,368
2024	\$ 918,290	\$ 33,242
2025	\$ 942,961	\$ 34,136
2026	\$ 968,170	\$ 35,048
2027	\$ 993,929	\$ 35,981
2028	\$ 1,020,249	\$ 36,933
2029	\$ 1,047,142	\$ 37,907
2030	\$ 1,074,622	\$ 38,902
2031	\$ 1,102,701	\$ 39,918
2032	\$ 1,131,393	\$ 40,957
Total	-	\$ 427,581
<i>Total of "Surplus Revenue/Surplus Incremental Taxes Paid" to be returned to the applicable Taxing Jurisdictions on a pro-rata basis</i>		\$ 5,123
Total Estimated Tax Increment Revenues Captured		\$ 422,458

5. METHOD OF BROWNFIELD PLAN FINANCING (SECTION 13(2)(D))

Eligible activities in this Plan are to be financed by the Developer. The Developer will obtain conventional bank financing for a construction loan equal to approximately 75% loan to cost. The Developer will fulfill the obligation for the remaining 25% balance of funds needed through a combination of cash and land equity. As the Developer is still finalizing the Project costs, they have not yet selected a lender. However, the Developer has had preliminary discussions with several banks that they have existing relationships with and they are excited about the opportunity to provide construction financing for this Project along the terms they are seeking. Financial close and the start of construction is expected in October 2019 and is anticipated to be completed by the end of 2020, pending incentive approvals.

The Developer will be reimbursed for eligible costs as listed in Tables 1a and 1b above. The current estimated amount of required capture used to reimburse the Developer for costs in this Plan is \$379,700 so long as there are available revenues.

All reimbursements authorized under this Plan shall be governed by the Agreement. The Authority shall not incur any note or bonded indebtedness to finance the purposes of this

Plan. The inclusion of eligible activities and estimates of costs to be reimbursed in this Plan is intended to authorize the Authority to fund such reimbursements from tax increment revenues generated by this Project and does not obligate the Authority or Township to fund any reimbursement or to enter into the Agreement providing for the reimbursement of any costs for which tax increment revenues may be captured under this Plan, or which are permitted to be reimbursed under this Plan. The amount and source of any tax increment revenues that will be used for purposes authorized by this Plan, and the terms and conditions for such use and upon any reimbursement of the expenses permitted by the Plan, will be provided solely under the Agreement contemplated by this Plan.

The Authority anticipates collecting under this Plan \$21,379 for LBRF and \$21,379 for Authority Administration. LBRF and Authority Administration capture is reflective of the redevelopment project being completed.

6. AMOUNT OF NOTE OR BONDED INDEBTEDNESS INCURRED (SECTION 13(2)(E))

The Authority will not incur a note or bonded indebtedness for this Brownfield Project under this Plan.

7. DURATION OF THE BROWNFIELD PLAN AND EFFECTIVE DATE (SECTION 13(2)(F))

Subject to Section 13b(16) of Act 381, the date of tax capture shall commence no earlier than 2021 or the immediate following year—as increment revenue becomes available, but the beginning date of tax increment revenues capture shall not exceed five years beyond the date of the governing body resolution approving the Plan. In no event shall this Plan extend beyond the maximum term allowed by Section 13(2)(f) of Act 381 for the duration of this Plan. Total estimated Plan capture duration for reimbursement of Eligible Activities, Brownfield Plan Preparation costs, Brownfield Plan Implementation Fees, Authority Administration & Application Fees, and LBRF capture is estimated at 12 years (2021-2032).

Furthermore, this Plan, or any subsequent amendment thereto, may be abolished or terminated in accordance with Section 14(8) of Act 381 in the event of any of the following:

- a. The governing body may abolish this Plan (or any subsequent amendment thereto) when it finds that the purposes for which this Plan was established have been accomplished.
- b. The governing body may terminate this Plan (or any subsequent amendment thereto) if the Project for which eligible activities were identified in this Plan (or any subsequent amendment thereto) fails to occur with respect to the eligible property for at least five (5) years following the date of the governing body resolution approving this Plan (or any subsequent amendment thereto), provided that the governing body first does both of the following: (i) gives 30 days' written notice to the Developer at its last known address by certified mail or other method that documents proof of delivery attempted; and (ii) provides the Developer with an opportunity to be heard at a public meeting.

Notwithstanding anything in this subsection to the contrary, this Plan (or any subsequent amendment thereto) shall not be abolished or terminated until the principal and interest on all obligations to which the tax increment revenues are pledged have been paid or funds sufficient to make the payment have been identified or segregated.

8. ESTIMATED IMPACT ON TAXING JURISDICTIONS (SECTION 13(2)(G))

The following table presents a summary of the impact to taxing jurisdictions (if the redevelopment Project is completed). The impact to each individual taxing jurisdiction may be as much as their proportionate share of \$422,458. Table 1a identifies the total amount required for the Project's eligible activities so long as there are sufficient revenues available to capture. Additional information related to the impact of tax increment financing on the various taxing jurisdictions is presented Exhibit C, Table 4.

Table 3 - Estimated Impact to Taxing Jurisdictions

Taxing Unit	Incremental Taxes Paid	Taxes Returned to Taxing Unit	Impact to Taxing Jurisdiction
MERIDIAN CHARTER TOWNSHIP	-	-	-
Operating	\$ 49,219	\$ 590	\$ 48,629
Pathways	\$ 3,917	\$ 47	\$ 3,870
CATA Redi Ride	\$ 2,342	\$ 28	\$ 2,314
Fire Protection	\$ 7,504	\$ 90	\$ 7,414
Police Protection	\$ 7,122	\$ 85	\$ 7,037
Land Preservation	\$ 3,866	\$ 46	\$ 3,820
Community Services	\$ 1,756	\$ 21	\$ 1,735
Local Roads	\$ 2,928	\$ 35	\$ 2,893
Parks/Recreation	\$ 7,810	\$ 94	\$ 7,716
Debt	\$ 2,362	\$ 2,362	\$ -
Police & Fire Protection	\$ 17,486	\$ 210	\$ 17,276
INGHAM COUNTY	-	-	-
County Operating	\$ 79,928	\$ 958	\$ 78,971
Indigent Veterans Relief Fund	\$ 390	\$ 5	\$ 385
Potter Park Zoo	\$ 4,843	\$ 58	\$ 4,785
Public Transportation	\$ 7,087	\$ 85	\$ 7,002
911 System	\$ 10,040	\$ 120	\$ 9,919
Juvenile Justice	\$ 7,087	\$ 85	\$ 7,002
Farmland Preservation	\$ 1,654	\$ 20	\$ 1,634
Health Services	\$ 4,134	\$ 50	\$ 4,084
Parks/Trails	\$ 5,906	\$ 71	\$ 5,835
Animal Control	\$ 2,835	\$ 34	\$ 2,801
Jail/Justice	\$ 10,040	\$ 120	\$ 9,919
Capital Region Airport Authority - CRAA	\$ 8,256	\$ 99	\$ 8,157
Capital Area Transportation Authority - CATA	\$ 35,517	\$ 426	\$ 35,092
LIBRARY	-	-	-
Capital Area District Library - CADL	\$ 18,426	\$ 221	\$ 18,205
INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-
RESA Operating	\$ 2,362	\$ 28	\$ 2,334
RESA Special Education	\$ 53,225	\$ 638	\$ 52,587
RESA Vocational Education	\$ 15,266	\$ 183	\$ 15,083
COMMUNITY COLLEGE	-	-	-
Lansing Community College - LCC	\$ 44,969	\$ 539	\$ 44,430
LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-
School Debt	\$ 82,681	\$ 82,681	\$ -
School Building and Site ("Sinking Fund" millage available for tax capture)	\$ 11,667	\$ 140	\$ 11,528
STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-
State Education Tax - SET	\$ 70,869	\$ 70,869	\$ -
Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	\$ 212,607	\$ 212,607	\$ -
Totals	\$ 796,101	\$ 373,642	\$ 422,458
Total Estimated Tax Increment Revenues Captured			\$ 422,458

9. DISPLACEMENT OF PERSONS (SECTION 13(2)(I-L))

The Property is planned to become vacant sometime in Summer 2019 when the existing business closes. There are no persons residing on the Property and the existing businesses that plans to close in Summer 2019 on the Property is not relocating. Additionally, there are no residences or businesses that will be acquired to be cleared; therefore, there will be no adverse displacement or adverse relocation of persons or businesses under this Plan.

10. LOCAL BROWNFIELD REVOLVING FUND (SECTION 8)

The Authority has established a Local Brownfield Revolving Fund (LBRF). If the redevelopment Project is completed and all eligible activities are incurred as summarized in Table 1a, the Authority anticipates capturing incremental local taxes to fund the Authority's LBRF up to \$21,379, to the extent allowed by law. See Table 4d for LBRF distribution. The Authority's LBRF will be used to fund other projects within the Township. All funds deposited in the LBRF shall be in accordance with Section 8 of Act 381.

11. STATE BROWNFIELD REDEVELOPMENT FUND (SECTION 8A)

The Authority shall not pay to the Department of Treasury any millages captured under this Plan for the State of Michigan Brownfield Redevelopment Fund (MBRF).

12. OTHER INFORMATION (SECTION 13(2)(M))

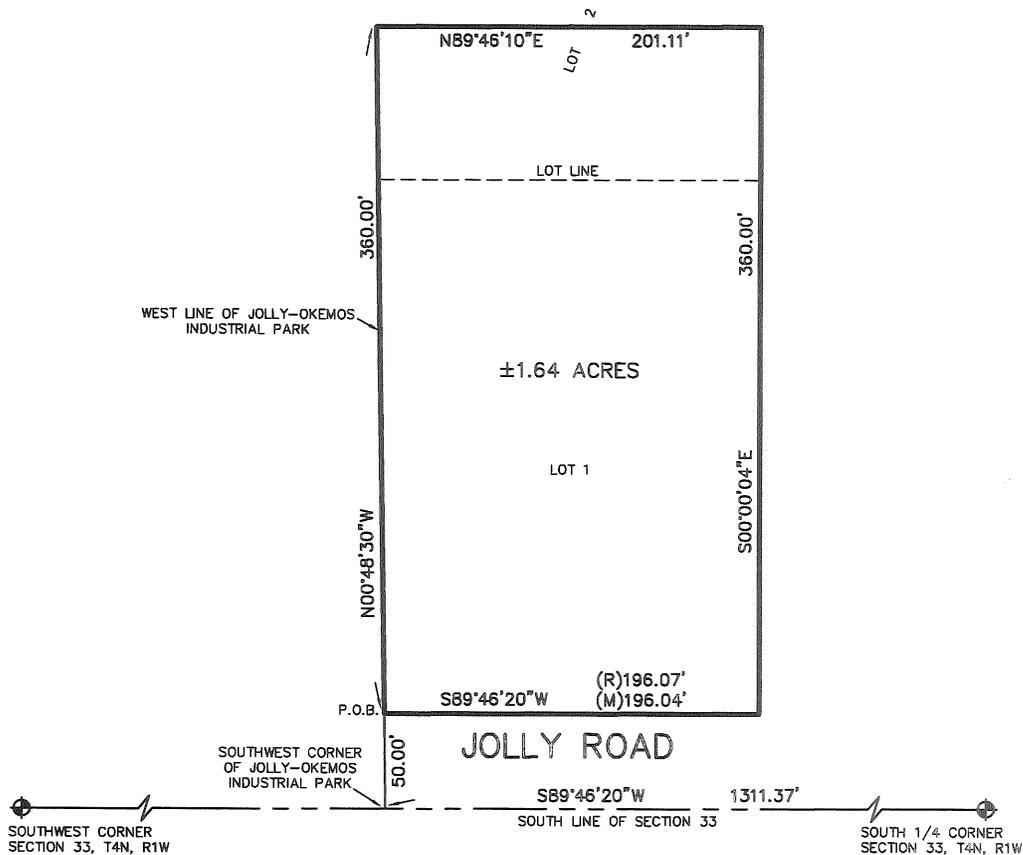
The Authority and the Township, in accordance with the Act, may amend this Plan in the future in order to fund additional eligible activities associated with the Project described herein.

Exhibit A

**Eligible Property - Legal Description
And
Eligible Property Boundary Map**

SKETCH PLAN

Revised Tire Store Parcel Description: A parcel of land in the Southwest 1/4 of Section 33, T4N, R1W, Meridian Township, Ingham County, Michigan, being a part of Lots 1 & 2, Jolly-Okemos Industrial Park as recorded in Liber 27, Pages 20-21, Ingham County Records, the boundary of said parcel described as: Commencing at the South 1/4 corner of said Section 33; thence S89°46'20"W along the South line of said Section 33 a distance of 1311.37 feet to the Southwest corner of said Jolly-Okemos Industrial Park; thence N00°48'30"W along the West line of said Jolly-Okemos Industrial Park 50.00 feet to the point of beginning of this description; thence N00°48'30"W continuing along said West line 360.00 feet to the North line of the South 80 feet of said Lot 2; thence N89°46'10"E along said North line 201.11 feet to the West line of Jolly Oak Road; thence S00°00'04"E along said West right of way line 360.00 feet to the Southeast corner of said Lot 1 of Jolly-Okemos Industrial Park; thence S89°46'20"W along the South line of said Lot 1 a distance of 196.04 feet to the point of beginning; said parcel containing 1.64 acres, more or less; said parcel subject to all easements and restrictions if any.



SCALE 1" = 100'



LEGEND

- = Survey Boundary Line
 - = Distance Not to Scale
 - = Fence
 - = Concrete Areas
 - = Asphalt Areas
- All Dimensions are in Feet and Decimals Thereof.



KEBS, INC. KYES ENGINEERING
BRYAN LAND SURVEYS

2116 HASLETT ROAD, HASLETT, MI 48840
PH. 517-339-1014 FAX. 517-339-8047

13432 PRESTON DRIVE, MARSHALL, MI 49068
PH. 269-781-9800 FAX. 269-781-9805

E R Friestrom 03/25/19
ERICK R. FRIESTROM DATE
PROFESSIONAL SURVEYOR NO. 53497

DRAWN BY	KDB	SECTION	33, T4N, R1W
FIELD WORK BY	---	JOB NUMBER:	
SHEET	1 OF 1		88667.BND-BROWNFIELD2

Exhibit B

**Basis of Eligibility - DEQ Acknowledgement of Receipt of a Baseline
Environmental Assessment letter dated September 28, 2018**



RICK SNYDER
GOVERNOR

STATE OF MICHIGAN
DEPARTMENT OF ENVIRONMENTAL QUALITY
LANSING DISTRICT OFFICE



C. HEIDI GREYER
DIRECTOR

September 28, 2018

**ACKNOWLEDGEMENT OF RECEIPT OF A BASELINE ENVIRONMENTAL
ASSESSMENT**

BEA ID: B201802511LA

Legal Entity: Okemos Pointe LLC, 2422 Jolly Road, Suite 200, Okemos, Michigan 48864

Property Address: 2360 Jolly Road, Okemos, Ingham County

On September 26, 2018, the Department of Environmental Quality (DEQ) received a Baseline Environmental Assessment (BEA) dated April 25, 2018, for the above legal entity and property. This letter is your acknowledgement that the DEQ has received and recorded the BEA. The DEQ maintains an administrative record of each BEA as received.

This BEA was submitted pursuant to Section 20126(1)(c) of Part 201, Environmental Remediation, and/or Section 21323a(1)(b) of Part 213, Leaking Underground Storage Tanks, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (NREPA). A BEA is submitted for the purpose of establishing an exemption to liability for a new owner or operator of property that has been demonstrated to be a facility or property as defined by Section 20101(1)(s) of Part 201, Environmental Remediation, and/or property as defined by Section 21303(d) of Part 213, Leaking Underground Storage Tanks, of the NREPA. Pursuant to Sections 20126(1)(c) and 21323a(1)(b), the conditions of this exemption require the legal entity to disclose the BEA to a subsequent purchaser or transferee of the property.

The BEA is only for the legal entity and property identified in the BEA and on the BEA Submittal Form. Each new legal entity that becomes the owner or operator of this facility must submit their own BEA.

The DEQ is not making any findings about the adequacy of the submittal or whether the submitter is liable or is eligible to submit. The submitted BEA does not alter liability with regard to a subsequent release, threat of release, or exacerbation of existing conditions that is the responsibility of the legal entity submitting the BEA.

The legal entity, as the owner and/or operator of a facility or property, may have Due Care responsibilities under Section 20107a of Part 201, Environmental Remediation, and/or Section 21304c of Part 213, Leaking Underground Storage Tanks, of the NREPA.

The legal entity may also have responsibility under applicable state and federal laws, including, but not limited to, Part 201, Environmental Remediation; Part 111, Hazardous Waste Management; Part 211, Underground Storage Tank Regulations; Part 213, Leaking Underground Storage Tanks; Part 615, Supervisor of Wells, of the NREPA; and the Michigan Fire Prevention Code, 1941 PA 207, as amended.

Pursuant to Section 20112a(6) of Part 201, Environmental Remediation, the property(s) identified in the BEA will be placed on the inventory of facilities, which is updated daily and posted on the DEQ's website: <https://secure1.state.mi.us/FacilitiesInventoryQueries>.

Authorized signature:



Dennis Eagle, District Supervisor
Lansing District Office
Remediation and Redevelopment Division
Department of Environmental Quality
525 West Allegan Street
P.O. Box 30242
Lansing, Michigan 48909
517-614-8544
eagled@michigan.gov

Enclosure

cc: SME

Exhibit C

Table 4 - Tax Increment Financing Estimates

Table 4a1 - Base Year/Initial Taxable Value (ITV) Information

2360 JOLLY ROAD - MERIDIAN CHARTER TOWNSHIP
 BROWNFIELD PLAN
 Table 4a1 - Base Year/ Initial Taxable Value (ITV) Information

Notes	Property Identification		Estimated Base Year/ Initial Taxable Value (ITV) of All Eligible Property in the Brownfield Plan by Property Classification									Estimated Total Taxes Paid on Base Year/ ITV		Notes	
			Land (entire parcel; includes area not in BP)	% of Existing Parcel (Land Area) to be included in BP	Notes	Land Portion in BP	Land Improvements in BP	Building in BP	Real Property Subtotal in BP	Personal Property in BP	TOTAL in BP	Real Property	Personal Property		
	Address	Tax Parcel Number													BASE YEAR = 2020
	2360 Jolly Road	Major Portion of 33-02-02-33-376-010	\$ 260,800	62.5475%	Total Land Area = 2.661 Acres (115,913.16 SF) but only a portion is included in BP, as follows: Subtract Land Area of 39,387.32 SF (33.98%) and 4,025 SF (3.472%) from adjoining BP, totaling 43,412.32 SF. Remaining Land Area = 115,913.16 SF Minus 43,412.32 = 72,500.84 SF (62.5475%).	\$ 163,124	\$ 3,712	\$ 46,574	\$ 213,409	\$ -	\$ 213,409	\$ 14,384	\$ -	Estimated Taxable Value for 2020 (as of 12/31/2019 based on actual Value for entire parcel for 2018). Includes building of approximately 16,900 SF.	
	2360 Jolly Road	33-02-02-90-525-743	\$ -	-	Personal Property Only	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	Removed in 2019	
	Totals		\$ 260,800	-	-	\$ 163,124	\$ 3,712	\$ 46,574	\$ 213,409	\$ -	\$ 213,409	\$ 14,384	\$ -	-	
												Real & Personal Combined =	\$ 14,384		

Notes:

Initial Taxable Value (ITV)/ Base Year of eligible property identified in and subject to this Brownfield Plan shall be the next assessment roll for which equalization will be completed following the date the resolution adding the eligible property in the Brownfield Plan is adopted. Therefore, the initial taxable value of the Property shall be determined by the use of tax year 2020 tax values.

**Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on
the Base Year Taxable Value/ Initial Taxable Value (ITV)**

**2360 JOLLY ROAD - MERIDIAN CHARTER TOWNSHIP
BROWNFIELD PLAN**

Table 4a2 - Total Estimated Taxes Paid to All Taxing Jurisdictions on the Base Year Taxable Value/ Initial Taxable Value (ITV)

	AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS	Millage Rate Paid on Real Property	Millage Rate Paid on Commercial Personal Property	Base Year	2020
				BP Year Number	0
-	MERIDIAN CHARTER TOWNSHIP	-	-	-	-
-	Operating	4.1670	4.1670		\$ 889
-	Pathways	0.3316	0.3316		\$ 71
-	CATA Redi Ride	0.1983	0.1983		\$ 42
-	Fire Protection	0.6353	0.6353		\$ 136
-	Police Protection	0.6030	0.6030		\$ 129
-	Land Preservation	0.3273	0.3273		\$ 70
-	Community Services	0.1487	0.1487		\$ 32
-	Local Roads	0.2479	0.2479		\$ 53
-	Parks/Recreation	0.6612	0.6612		\$ 141
-	Debt	0.2000	0.2000		\$ 43
-	Police & Fire Protection	1.4804	1.4804		\$ 316
-	<i>Subtotal of Local Government Unit (LGU): Annual</i>	<i>9.0007</i>	<i>9.0007</i>		<i>\$ 1,921</i>
-	INGHAM COUNTY	-	-	-	-
-	County Operating	6.7670	6.7670		\$ 1,444
-	Indigent Veterans Relief Fund	0.0330	0.0330		\$ 7
-	Potter Park Zoo	0.4100	0.4100		\$ 87
-	Public Transportation	0.6000	0.6000		\$ 128
-	911 System	0.8500	0.8500		\$ 181
-	Juvenile Justice	0.6000	0.6000		\$ 128
-	Farmland Preservation	0.1400	0.1400		\$ 30
-	Health Services	0.3500	0.3500		\$ 75
-	Parks/Trails	0.5000	0.5000		\$ 107
-	Animal Control	0.2400	0.2400		\$ 51
-	Jail/Justice	0.8500	0.8500		\$ 181
-	Capital Region Airport Authority - CRAA	0.6990	0.6990		\$ 149
-	Capital Area Transportation Authority - CATA	3.0070	3.0070		\$ 642
-	LIBRARY	-	-	-	-
-	Capital Area District Library - CADL	1.5600	1.5600		\$ 333
-	INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-	-
-	RESA Operating	0.2000	0.2000		\$ 43
-	RESA Special Education	4.5062	4.5062		\$ 962
-	RESA Vocational Education	1.2925	1.2925		\$ 276
-	COMMUNITY COLLEGE	-	-	-	-
-	Lansing Community College - LCC	3.8072	3.8072		\$ 812
-	LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-
-	School Debt	7.0000	7.0000		\$ 1,494
-	School Building and Site ("Sinking Fund" millage available for tax capture)	0.9878	0.9878		\$ 211
-	<i>Subtotal of Non-Local Government Unit (LGU) Local: Annual</i>	<i>34.3997</i>	<i>34.3997</i>		<i>\$ 7,341</i>
-	Total Local: Annual	43.4004	43.4004		\$ 9,262
-	STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	-
-	State Education Tax - SET	6.0000	6.0000		\$ 1,280
-	Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	18.0000	6.0000		\$ 3,841
-	Total State & Local School: Annual	24.0000	12.0000		\$ 5,122
-	TOTAL LOCAL AND STATE & LOCAL SCHOOL: ANNUAL	67.4004	55.4004		\$ 14,384

Table 4b - Estimated Future Taxable Value (FTV) Information

2360 JOLLY ROAD - MERIDIAN CHARTER TOWNSHIP

BROWNFIELD PLAN

Table 4b - Estimated Future Taxable Value (FTV) Information

Tax Year =

Estimated Percentage (%) Change In Future Taxable Values (TV) of Building(s), Land Improvements & Land shown below (excludes any Personal Property): Upon 100% Completion						
Estimated Percentage (%) Change In Future Taxable Values (TV) of Land shown below						
Estimated Future Taxable Value (FTV) and True Cash Value (TCV) of Building(s), Land Improvements & Land Upon Completion	Estimated FTV	Estimated TCV	Notes	Tax Year	2020	2021
				Assumes \$ Invested In:	% Completed by 12/31/19	% Completed by 12/31/20
Commercial Space	\$ 1,060,800	\$ 2,121,600	-	2019-20	0%	100%
Subtotal	\$ 1,060,800	\$ 2,121,600	-		-	-
Existing Building (16,900 SF) & Land Improvements. The Taxable Value of the building is included in the FTV of the renovated Commercial Space above once construction starts.	\$ 50,285	\$ 100,571	Existing Building & Land Improvements	Completed prior to 2019	100%	100%
Subtotal	\$ 50,285	\$ 100,571	-	-	-	-
Subtotal	\$ 1,111,085	\$ 2,222,171				
Subtotal Future Taxable Value (FTV) of Building(s), Land Improvements, and Land						
Estimated Future Taxable Value (FTV) of Land	Existing TV (as of 2019)	Notes				
Tax Parcel Number	-	Assumes all FTV for Land is removed upon completion of construction because the FTV is already included above in the FTV for each type of development. The FTV on Land, or a portion of FTV on Land, may remain up to the point of completion, but this table assumes that there is no FTV during the term of construction for conservative estimation purposes only.				
Major Portion of 33-02-02-33-376-010	\$ 163,124					
Subtotal Future Taxable Value (FTV) of Land	\$ 163,124					
Total Future Taxable Value (FTV) of Building(s) and Land Improvements, Land & Any Pre-Existing Personal Property						
Total Captured Taxable Value (= to Total FTV of Building(s) and Land Improvements, Land & Personal Property minus Base Year/ ITV)						

Notes:

All Future Taxable Values (FTV)/Future Assessed Values (FAV) are estimates only; the actual FTV/FAV may be higher or lower than estimated, and must be determined upon project completion by the governing body's Assessing personnel. FTV/FAV per square foot and/or per room/unit for both new construction and renovations may vary widely depending on the quality, quantity, type of improvements, and the property's location. Additionally, for any renovations (if applicable), the FTV/FAV depends on whether improvements are assessed as "new improvements" or just "replacement/repair," as determined by Assessing personnel. Until improvements are completed and assessed, it is only possible to estimate the FTV/FAV based on various assumptions.

The Brownfield Plan will also capture all Personal Property taxes allowed for tax capture. The estimates of Future Taxable Value and Tax Increment Revenues exclude any estimate of the value of Personal Property because the actual values of Personal Property and any associated property taxes generated are difficult to estimate due to the following: (a) uncertainty regarding the amount, value and type of Personal Property to be included in the project; (b) different depreciation rates applying to the various categories of Personal Property, such as Furniture and Fixtures, Office and Electronic Equipment, Machinery and Equipment, Computer Equipment, etc.; and (c) Personal Property being exempt from taxes if its True Cash Value (after depreciation) is less than \$80,000 and the proper forms are submitted to the local unit of government (pursuant to Michigan Public Act 153 of 2013, as amended). No Personal Property is included in the Plan's Base Year/Initial Taxable Value.

Base Year	FIRST YEAR OF TAX CAPTURE
-----------	---------------------------------

Calendar/ Tax Year	2019	2020	2021	2022	2023	2024	2025	2026
FYE	2020	2021	2022	2023	2024	2025	2026	2027
BP Year Number	0	0	1	2	3	4	5	6
	0.00%	0.00%	0.00%	2.18%	2.18%	2.18%	2.18%	2.18%
	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
	-	-	-	-	-	-	-	-
	-	-	1,060,800	1,083,925	1,107,555	1,131,700	1,156,371	1,181,580
	-	-	1,060,800	1,083,925	1,107,555	1,131,700	1,156,371	1,181,580
	50,285	50,285	-	-	-	-	-	-
	50,285	50,285	-	-	-	-	-	-
	50,285	50,285	1,060,800	1,083,925	1,107,555	1,131,700	1,156,371	1,181,580
	50,285	50,285	1,060,800	1,083,925	1,107,555	1,131,700	1,156,371	1,181,580
	-	-	-	-	-	-	-	-
	-	-	-	-	-	-	-	-
	163,124	163,124	-	-	-	-	-	-
	163,124	163,124	-	-	-	-	-	-
	213,409	213,409	1,060,800	1,083,925	1,107,555	1,131,700	1,156,371	1,181,580
	\$ -	\$ -	\$ 847,391	\$ 870,516	\$ 894,146	\$ 918,290	\$ 942,961	\$ 968,170

2027	2028	2029	2030	2031	2032
2028	2029	2030	2031	2032	2033
7	8	9	10	11	12
2.18%	2.18%	2.18%	2.18%	2.18%	2.18%
0.00%	0.00%	0.00%	0.00%	0.00%	0.00%
-	-	-	-	-	-
1,207,338	1,233,658	1,260,552	1,288,032	1,316,111	1,344,802
1,207,338	1,233,658	1,260,552	1,288,032	1,316,111	1,344,802
-	-	-	-	-	-
-	-	-	-	-	-
1,207,338	1,233,658	1,260,552	1,288,032	1,316,111	1,344,802
<i>1,207,338</i>	<i>1,233,658</i>	<i>1,260,552</i>	<i>1,288,032</i>	<i>1,316,111</i>	<i>1,344,802</i>
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
-	-	-	-	-	-
1,207,338	1,233,658	1,260,552	1,288,032	1,316,111	1,344,802
\$ 993,929	\$ 1,020,249	\$ 1,047,142	\$ 1,074,622	\$ 1,102,701	\$ 1,131,393

Table 4c - Impact of Tax Capture on Taxing Jurisdictions

**2360 JOLLY ROAD - MERIDIAN CHARTER TOWNSHIP
BROWNFIELD PLAN**

Table 4c - Impact of Tax Capture on Taxing Jurisdictions

	Real Property: Retail/ Commercial/ Office					Commercial Personal Property					Percent (%) of Millage Rate Captured
	Buildings, Improvements to Land & Land					Furniture & Fixtures, Machinery & Equipment; Other					
	2018 Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Captured	% of Local/ Regional Millages Captured	% of All Millages Captured	2018 Millage Rate Paid	Millages Not Allowed for Capture	Millage Rate Captured	% of Local/ Regional Millages Captured	% of All Millages Captured	
	BP Years 1-End					BP Years 1-End					BP Years: All Years
- MERIDIAN CHARTER TOWNSHIP	-	-	-	-	-	-	-	-	-	-	-
- Operating	4.1670	0.0000	4.1670	11.51%	11.51%	4.1670	0.0000	4.1670	11.51%	11.51%	100.00%
- Pathways	0.3316	0.0000	0.3316	0.92%	0.92%	0.3316	0.0000	0.3316	0.92%	0.92%	100.00%
- CATA Redi Ride	0.1983	0.0000	0.1983	0.55%	0.55%	0.1983	0.0000	0.1983	0.55%	0.55%	100.00%
- Fire Protection	0.6353	0.0000	0.6353	1.75%	1.75%	0.6353	0.0000	0.6353	1.75%	1.75%	100.00%
- Police Protection	0.6030	0.0000	0.6030	1.67%	1.67%	0.6030	0.0000	0.6030	1.67%	1.67%	100.00%
- Land Preservation	0.3273	0.0000	0.3273	0.90%	0.90%	0.3273	0.0000	0.3273	0.90%	0.90%	100.00%
- Community Services	0.1487	0.0000	0.1487	0.41%	0.41%	0.1487	0.0000	0.1487	0.41%	0.41%	100.00%
- Local Roads	0.2479	0.0000	0.2479	0.68%	0.68%	0.2479	0.0000	0.2479	0.68%	0.68%	100.00%
- Parks/Recreation	0.6612	0.0000	0.6612	1.83%	1.83%	0.6612	0.0000	0.6612	1.83%	1.83%	100.00%
- Debt	0.2000	0.2000	0.0000	0.00%	0.00%	0.2000	0.2000	0.0000	0.00%	0.00%	0.00%
- Police & Fire Protection	1.4804	0.0000	1.4804	4.09%	4.09%	1.4804	0.0000	1.4804	4.09%	4.09%	100.00%
- <i>Subtotal of Local Government Unit (LGU): Annual</i>	<i>9.0007</i>	<i>0.2000</i>	<i>8.8007</i>	<i>24.31%</i>	<i>24.31%</i>	<i>9.0007</i>	<i>0.2000</i>	<i>8.8007</i>	<i>24.31%</i>	<i>24.31%</i>	-
- <i>Local Government Unit (LGU): Cumulative</i>											
- INGHAM COUNTY	-	-	-	-	-	-	-	-	-	-	-
- County Operating	6.7670	0.0000	6.7670	18.69%	18.69%	6.7670	0.0000	6.7670	18.69%	18.69%	100.00%
- Indigent Veterans Relief Fund	0.0330	0.0000	0.0330	0.09%	0.09%	0.0330	0.0000	0.0330	0.09%	0.09%	100.00%
- Potter Park Zoo	0.4100	0.0000	0.4100	1.13%	1.13%	0.4100	0.0000	0.4100	1.13%	1.13%	100.00%
- Public Transportation	0.6000	0.0000	0.6000	1.66%	1.66%	0.6000	0.0000	0.6000	1.66%	1.66%	100.00%
- 911 System	0.8500	0.0000	0.8500	2.35%	2.35%	0.8500	0.0000	0.8500	2.35%	2.35%	100.00%
- Juvenile Justice	0.6000	0.0000	0.6000	1.66%	1.66%	0.6000	0.0000	0.6000	1.66%	1.66%	100.00%
- Farmland Preservation	0.1400	0.0000	0.1400	0.39%	0.39%	0.1400	0.0000	0.1400	0.39%	0.39%	100.00%
- Health Services	0.3500	0.0000	0.3500	0.97%	0.97%	0.3500	0.0000	0.3500	0.97%	0.97%	100.00%
- Parks/Trails	0.5000	0.0000	0.5000	1.38%	1.38%	0.5000	0.0000	0.5000	1.38%	1.38%	100.00%
- Animal Control	0.2400	0.0000	0.2400	0.66%	0.66%	0.2400	0.0000	0.2400	0.66%	0.66%	100.00%
- Jail/Justice	0.8500	0.0000	0.8500	2.35%	2.35%	0.8500	0.0000	0.8500	2.35%	2.35%	100.00%
- Capital Region Airport Authority - CRAA	0.6990	0.0000	0.6990	1.93%	1.93%	0.6990	0.0000	0.6990	1.93%	1.93%	100.00%
- Capital Area Transportation Authority - CATA	3.0070	0.0000	3.0070	8.31%	8.31%	3.0070	0.0000	3.0070	8.31%	8.31%	100.00%
- LIBRARY	-	-	-	-	-	-	-	-	-	-	-
- Capital Area District Library - CADL	1.5600	0.0000	1.5600	4.31%	4.31%	1.5600	0.0000	1.5600	4.31%	4.31%	100.00%
- INTERMEDIATE SCHOOL DISTRICTS (ISD)	-	-	-	-	-	-	-	-	-	-	-
- RESA Operating	0.2000	0.0000	0.2000	0.55%	0.55%	0.2000	0.0000	0.2000	0.55%	0.55%	100.00%
- RESA Special Education	4.5062	0.0000	4.5062	12.45%	12.45%	4.5062	0.0000	4.5062	12.45%	12.45%	100.00%
- RESA Vocational Education	1.2925	0.0000	1.2925	3.57%	3.57%	1.2925	0.0000	1.2925	3.57%	3.57%	100.00%
- COMMUNITY COLLEGE	-	-	-	-	-	-	-	-	-	-	-
- Lansing Community College - LCC	3.8072	0.0000	3.8072	10.52%	10.52%	3.8072	0.0000	3.8072	10.52%	10.52%	100.00%
- LOCAL SCHOOL MILLAGES: excludes State School millages	-	-	-	-	-	-	-	-	-	-	-
- School Debt	7.0000	7.0000	0.0000	0.00%	0.00%	7.0000	7.0000	0.0000	0.00%	0.00%	0.00%
- School Building and Site ("Sinking Fund" millage available for tax capture)	0.9878	0.0000	0.9878	2.73%	2.73%	0.9878	0.0000	0.9878	2.73%	2.73%	100.00%
- <i>Subtotal of Non-LGU Local: Annual</i>	<i>34.3997</i>	<i>7.0000</i>	<i>27.3997</i>	<i>75.69%</i>	<i>75.69%</i>	<i>34.3997</i>	<i>7.0000</i>	<i>27.3997</i>	<i>75.69%</i>	<i>75.69%</i>	-
- <i>Non-LGU Local: Cumulative</i>											
- Total Local Tax Capture: Annual	43.4004	7.2000	36.2004	100.00%	100.00%	43.4004	7.2000	36.2004	100.00%	100.00%	
- Total Local Tax Capture: Cumulative											
- STATE SCHOOL MILLAGES: excludes Local School millages	-	-	-	% of State School Millages Captured	% of All Millages Captured	-	-	-	% of State School Millages Captured	% of All Millages Captured	-
- State Education Tax - SET	6.0000	6.0000	0.0000	0.00%	0.00%	6.0000	6.0000	0.0000	0.00%	0.00%	0.00%
- Local School Operating - LSO (18 mills for Real Property; only 6 mills for Personal Property)	18.0000	18.0000	0.0000	0.00%	0.00%	6.0000	6.0000	0.0000	0.00%	0.00%	0.00%
- Total State & Local School: Annual	24.0000	24.0000	0.0000	0.00%	0.00%	12.0000	12.0000	0.0000	0.00%	0.00%	-
- Total State & Local School: Cumulative											
- TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: ANNUAL	67.4004	31.2000	36.2004	-	100.00%	55.4004	19.2000	36.2004	-	100.00%	
- TOTAL LOCAL and STATE & LOCAL SCHOOL TAX CAPTURE: CUMULATIVE											
Percentage of Local Millages/ Taxes Available & Captured	64.39%	-	100.00%	-	-						
Percentage of State & Local School Millages/ Taxes Available & Captured	35.61%	-	0.00%	-	-						

Notes:

¹ The most current available millage rates are utilized and are assumed to be in effect for the duration of the Plan. Actual rates are subject to change and may be higher or lower, and may include the elimination of existing millages and/or the addition of new millages.

Table 4d - Reimbursement of Eligible Activities & Disbursements

**2360 JOLLY ROAD - MERIDIAN CHARTER TOWNSHIP
BROWNFIELD PLAN
Table 4d - Reimbursement of Eligible Activities & Disbursements¹**

DISBURSEMENTS TO BROWNFIELD REDEVELOPMENT AUTHORITY & MBRF			Totals	Calendar/ Tax Year BP Year Number	2019	2020	2021
				0	0	1	
-	Local Brownfield Redevelopment Authority (LBRA): Reimbursement of Administration Expenses	5.00%	of Local Tax Capture annually	Annual	\$ -	\$ -	\$ 1,534
-				Cumulative	\$ 0	\$ 0	\$ 1,534
-	Meridian Township Local Brownfield Revolving Fund (LBRF): Local Tax Capture	5.00%	of Local Tax Capture annually ²	Annual	\$ -	\$ -	\$ 1,534
-				Cumulative	\$ 0	\$ 0	\$ 1,534
-	Local Tax Increment: <u>Annual</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 27,608
-	Local Tax Increment: <u>Cumulative</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 27,608
-	State Education Tax (SET) Increment: <u>Annual</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 0
-	State Local School Operating (LSO) Increment: <u>Annual</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 0
-	Total State & Local School Tax Increment: <u>Annual</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 0
-	Total State & Local School Tax Increment: <u>Cumulative</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 0
-	Total of Local Tax Increment and State & Local School Tax Increment: <u>Annual</u> Remaining Revenue Available to Reimburse Developer				\$ 0	\$ 0	\$ 27,608
-	Total of Local Tax Increment and State & Local School Tax Increment: <u>Cumulative</u> Remaining Revenue Available for Reimbursement				\$ 0	\$ 0	\$ 27,608

REIMBURSEMENT OF ELIGIBLE ACTIVITIES	Year that Expenses Identified in the Eligible Activities Table Will Be Recognized			Totals	Year of Tax Capture ³	2019	2020	2021
	2019	2020						
-	Environmental Activities: Michigan Dept. of Environmental Quality (DEQ)							
-	Local Tax Increment Reimbursement	\$ 139,700	\$ 15,000	\$ 154,700		\$ 0	\$ 0	\$ 27,608
-	State & Local School Tax Increment Reimbursement (LSO & SET)	\$ -	\$ -	\$ 0		\$ 0	\$ 0	\$ 0
-	TOTAL MDEQ REIMBURSEMENT (Eligible Costs)	\$ 139,700	\$ 15,000	\$ 154,700		\$ 0	\$ 0	\$ 27,608
-	Cumulative Reimbursement: MDEQ					\$ 0	\$ 0	\$ 27,608
-	Remaining Environmental Activities to be Reimbursed: with Local Taxes					\$ 139,700	\$ 154,700	\$ 127,092
-	Remaining Environmental Activities to be Reimbursed: with Non- Local Taxes, e.g., LSO & SET					\$ 0	\$ 0	\$ 0
-	Non-Environmental Activities: Michigan Strategic Fund (MSF)							
-	Local Tax Increment Reimbursement	\$ 225,000	\$ -	\$ 225,000		\$ 0	\$ 0	\$ 0
-	State & Local School Tax Increment Reimbursement (LSO & SET)	\$ -	\$ -	\$ 0		\$ 0	\$ 0	\$ 0
-	TOTAL MSF REIMBURSEMENT (Eligible Costs)	\$ 225,000	\$ 0	\$ 225,000		\$ 0	\$ 0	\$ 0
-	Cumulative Reimbursement: MSF					\$ 0	\$ 0	\$ 0
-	Remaining Non-Environmental Activities to be Reimbursed: with Local Taxes					\$ 225,000	\$ 225,000	\$ 225,000
-	Remaining Non-Environmental Activities to be Reimbursed: with Non-Local Taxes, e.g., LSO & SET					\$ 0	\$ 0	\$ 0
-	TOTAL ANNUAL REIMBURSEMENT: MDEQ & MSF	\$ 364,700	\$ 15,000	\$ 379,700		\$ 0	\$ 0	\$ 27,608
-	TOTAL CUMULATIVE REIMBURSEMENT: MDEQ & MSF					\$ 0	\$ 0	\$ 27,608
-	Remaining Unreimbursed Balance					\$ 364,700	\$ 379,700	\$ 352,092
-	<i>Surplus Revenue from Local Tax Increment =</i>					\$ 0	\$ 0	\$ 0
-	<i>Surplus Revenue from State & Local School Tax Increment =</i>					\$ 0	\$ 0	\$ 0

Notes:

¹ Unless amended by the local unit of government, the Plan is anticipated to remain in effect until all approved activities in the Plan are reimbursed, or the 30-year tax capture period ends.

² Under the Brownfield Redevelopment Financing Act, the maximum total allocation to the LBRF is the lesser of: 1. The total amount of tax increment capture to be generated over a five (5) year period at the end of the Brownfield Plan (BP) after all Eligible Activities (EAs) have been reimbursed; 2. The excess local tax increment capture shall not exceed the total cost of EAs approved in the BP. Allocations may also be made during BP tax capture, subject to the above.

³ The "Year of Tax Capture" indicates the year that any allowed tax increment will be captured by the Brownfield Plan, but not necessarily distributed as Reimbursement Payments; generally, Reimbursement Payments for Eligible Activities, Bonds, etc., will be distributed in the following year, but the specific terms and conditions of reimbursement will be subject to a Development Reimbursement Agreement with the local unit of government.

Estimated Tax
Capture Period
Ends for Developer
Reimbursement

2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Totals
2	3	4	5	6	7	8	9	10	11	12	-
\$ 1,576	\$ 1,618	\$ 1,662	\$ 1,707	\$ 1,752	\$ 1,799	\$ 1,847	\$ 1,895	\$ 1,945	\$ 1,996	\$ 2,048	\$ 21,379
\$ 3,109	\$ 4,728	\$ 6,390	\$ 8,097	\$ 9,849	\$ 11,648	\$ 13,495	\$ 15,390	\$ 17,335	\$ 19,331	\$ 21,379	-
\$ 1,576	\$ 1,618	\$ 1,662	\$ 1,707	\$ 1,752	\$ 1,799	\$ 1,847	\$ 1,895	\$ 1,945	\$ 1,996	\$ 2,048	\$ 21,379
\$ 3,109	\$ 4,728	\$ 6,390	\$ 8,097	\$ 9,849	\$ 11,648	\$ 13,495	\$ 15,390	\$ 17,335	\$ 19,331	\$ 21,379	-
\$ 28,362	\$ 29,132	\$ 29,918	\$ 30,722	\$ 31,543	\$ 32,383	\$ 33,240	\$ 34,116	\$ 35,012	\$ 35,926	\$ 36,861	\$ 384,823
\$ 55,970	\$ 85,102	\$ 115,020	\$ 145,742	\$ 177,285	\$ 209,668	\$ 242,908	\$ 277,024	\$ 312,036	\$ 347,962	\$ 384,823	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 28,362	\$ 29,132	\$ 29,918	\$ 30,722	\$ 31,543	\$ 32,383	\$ 33,240	\$ 34,116	\$ 35,012	\$ 35,926	\$ 36,861	\$ 384,823
\$ 55,970	\$ 85,102	\$ 115,020	\$ 145,742	\$ 177,285	\$ 209,668	\$ 242,908	\$ 277,024	\$ 312,036	\$ 347,962	\$ 384,823	-
2022	2023	2024	2025	2026	2027	2028	2029	2030	2031	2032	Totals
\$ 28,362	\$ 29,132	\$ 29,918	\$ 30,722	\$ 8,958	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 154,700
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 28,362	\$ 29,132	\$ 29,918	\$ 30,722	\$ 8,958	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 154,700
\$ 55,970	\$ 85,102	\$ 115,020	\$ 145,742	\$ 154,700	\$ 154,700	\$ 154,700	\$ 154,700	\$ 154,700	\$ 154,700	\$ 154,700	-
\$ 98,730	\$ 69,598	\$ 39,680	\$ 8,958	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,585	\$ 32,383	\$ 33,240	\$ 34,116	\$ 35,012	\$ 35,926	\$ 31,738	\$ 225,000
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,585	\$ 32,383	\$ 33,240	\$ 34,116	\$ 35,012	\$ 35,926	\$ 31,738	\$ 225,000
\$ 0	\$ 0	\$ 0	\$ 0	\$ 22,585	\$ 54,968	\$ 88,208	\$ 122,324	\$ 157,336	\$ 193,262	\$ 225,000	-
\$ 225,000	\$ 225,000	\$ 225,000	\$ 225,000	\$ 202,415	\$ 170,032	\$ 136,792	\$ 102,676	\$ 67,664	\$ 31,738	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	-
\$ 28,362	\$ 29,132	\$ 29,918	\$ 30,722	\$ 31,543	\$ 32,383	\$ 33,240	\$ 34,116	\$ 35,012	\$ 35,926	\$ 31,738	\$ 379,700
\$ 55,970	\$ 85,102	\$ 115,020	\$ 145,742	\$ 177,285	\$ 209,668	\$ 242,908	\$ 277,024	\$ 312,036	\$ 347,962	\$ 379,700	-
\$ 323,730	\$ 294,598	\$ 264,680	\$ 233,958	\$ 202,415	\$ 170,032	\$ 136,792	\$ 102,676	\$ 67,664	\$ 31,738	\$ 0	-
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 5,123	\$ 5,123
\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0

Estimated Tax
Capture Period
Ends for Developer
Reimbursement

2360 Jolly Road - Meridian Charter Township Brownfield Plan Eligible Activities and Eligible Costs Detail - as of August 4, 2019	Estimated Total
I. ENVIRONMENTAL ACTIVITIES: DEPARTMENT SPECIFIC ACTIVITIES (BEA, Due Care and Additional Response Activities may switch categories depending upon how specific work tasks are managed) - DEPT. OF ENVIRONMENTAL QUALITY (DEQ) now State Department of Environment, Great Lakes and Energy (EGLE)	
Baseline Environmental Assessment (BEA) Activities	
Phase I Environmental Site Assessment (ESA)	\$ 2,300
Phase II Environmental Site Assessment (ESA)	\$ 8,000
BEA	\$ 2,700
Project Management	\$ 1,000
Baseline Environmental Assessment (BEA) Activities Subtotal	\$ 14,000
Due Care Activities	
Due Care Planning	\$ 2,000
Documentation of Due Care - Pre-Development	\$ 1,500
Due Care Planning Investigation	\$ 15,500
Documentation of Due Care - Construction	\$ 4,000
SESC Plan and Temporary Erosion Control	\$ 4,500
Project Management	\$ 2,500
Due Care Activities Subtotal	\$ 30,000
Additional Response Activities	
Materials Management (Impacted Materials/Soils)	
Initial Mobilization/Demobilization	\$ 5,000
Excavation	\$ 2,750
Trucking	\$ 7,250
Disposal	\$ 14,750
Materials Management Oversight	\$ 3,900
Direct Contact Barrier-Materials and Installation	\$ 5,000
Engineered Backfill & Compaction-Delivered Class II Sand and Placed	\$ 9,125
Geotechnical Testing and Oversight	\$ 2,000
Health and Safety Plan(s)	\$ 3,500
Planning, Evaluation & Supervision of Additional Response	\$ 1,500
Bid Specifications for Additional Response	\$ 5,000
Soft Costs	\$ 725
Project Management	\$ 3,000
On-Site Environmental Construction Management	\$ 6,500
Additional Response Activities Subtotal	\$ 70,000
Environmental Eligible Activities Subtotal	\$ 114,000
Contingency (5%)	\$ 5,700
Environmental Eligible Activities Total	\$ 119,700
Interest (0% Simple Interest)	\$ -
ENVIRONMENTAL ELIGIBLE ACTIVITIES GRAND TOTAL	\$ 119,700

2360 Jolly Road - Meridian Charter Township Brownfield Plan Eligible Activities and Eligible Costs Detail - as of August 4, 2019		Estimated Total
II. NON-ENVIRONMENTAL ACTIVITIES: MICHIGAN STRATEGIC FUND (MSF) ELIGIBLE ACTIVITIES		
Demolition Activities		
Initial Mobilization/Demobilization		\$ 6,000
Site Demolition		
Stockpiled Materials, Trees/Stumps, Site Features/Improvements (utilities including disconnects) Removal, Asphalt and Concrete Areas Removal, Trucking & Disposal		\$ 19,800
Other Existing Site Improvements outside of the Building Footprints		\$ 4,000
Engineered Backfill & Compaction-Delivered Class II Sand and Placed		\$ 1,460
Geotechnical Testing and Oversight		\$ 1,000
Building Demolition		
Pre-Demolition Building Survey		\$ 2,000
Interior Contents Removal, Trucking & Disposal		\$ 1,500
Select Building Demolition (canopy, interior walls, front roof and balance of ceiling throughout, flooring, mezzanines(2), plumbing, wall opening, exterior east wall, doors(23), windows(15), concrete floor throughout per plan, exterior shell components per plan, repair shop trench floor drain, oil/water separator system, storefront dryvit system)		\$ 99,300
Engineered Backfill & Compaction-Delivered Class II Sand and Placed		\$ 730
Health and Safety Plan(s)		\$ 2,500
Oversight of Demolition		\$ 9,100
Planning, Evaluation & Supervision of Demolition		\$ 5,000
Bid Specifications for Demolition		\$ 5,000
Soft Costs		\$ 1,110
Project Management		\$ 7,500
	Demolition Activities Subtotal	\$ 160,000
Lead and Asbestos Abatement Activities		
Lead and Asbestos Survey		\$ 2,000
Lead & Asbestos Removal Operations and Trucking & Disposal (includes mobilization/demobilization)		\$ 26,200
Health and Safety Plan(s)		\$ 2,500
Oversight of Lead and Asbestos Abatement Activities (includes sampling and analysis)		\$ 4,500
Planning, Evaluation & Supervision of Lead and Asbestos Abatement Activities		\$ 1,300
Bid Specifications for Lead and Asbestos Abatement Activities		\$ 1,500
Soft Costs		\$ 500
Project Management		\$ 1,500
	Lead and Asbestos Abatement Activities Subtotal	\$ 40,000
	Non-Environmental Eligible Activities Subtotal	\$ 200,000
Contingency (5%)		\$ 10,000
	Non-Environmental Eligible Activities Total	\$ 210,000
Interest (0% Simple Interest)		\$ -
	NON-ENVIRONMENTAL ELIGIBLE ACTIVITIES GRAND TOTAL	\$ 210,000
III. ADMINISTRATIVE ACTIVITIES		
Brownfield Plan Preparation		\$ 30,000
	Total: Brownfield Plan Preparation	\$ 30,000
Local Application Fees		\$ 5,000
Brownfield Plan & Work Plan Implementation (including Tracking, Recording and Compliance)		\$ 15,000
	Administrative Activities Total	\$ 50,000
	BROWNFIELD PLAN GRAND TOTAL	\$ 379,700



12.A

To: Township Board

From: Frank L. Walsh, Township Manager

Date: September 11, 2019

Re: Rezoning #19060 (Bennett Road Holding LLC)

During the August 8 Board meeting, the Township Board directed me to facilitate discussions between the residents of Champion Woods, Sundance, Woods of Heron Creek and Mayberry Homes. The subject of the discussions was the neighbor's legitimate concerns regarding Bennett Road Rezoning #19060.

Over the past month, we held two well-attended neighborhood meetings and separate meetings with Mayberry Homes. I personally visited the site on numerous occasions and responded to over 100 emails regarding questions from the 172 adjacent homeowners. The neighbors, and the developer, cooperated in the facilitation with a positive and steadfast viewpoint. I'm extremely thankful for the collaboration we received. Deputy Manager Perry, Director Kieselbach and Principal Planner Menser joined me in our outreach effort. I would term the discussions as productive, congenial and thought-provoking. I would be misleading you to suggest that we have full support on both sides for a tentative agreement. However, as the facilitator of the group, I believe the conditions offered by the developer, coupled with the Township's potential agreement to assume ownership of the existing pathway, lead us to a compromise that I encourage both sides to support.

Here is a breakdown of the voluntary conditions offered by Mayberry Homes:

1. Property to be a PUD.
2. Maximum of 150 single family detached homes.
3. No vehicular connection to Champion Woods or Woods of Heron Creek for perpetuity. An emergency only access will connect Silverleaf to Sophiea Parkway in Champion Woods. This will be a 20' asphalt pathway with bollards to prevent normal vehicular traffic.
4. A 75' minimum distance between homes in Champion Woods and homes in Silverleaf.
5. The northern approximately 20 acres to be dedicated as open space to Meridian Township.
6. A 3-acre site will be zoned P.O. The site will be on Bennett Road at the southeast corner of the property. It will abut the Schultz Veterinary Clinic.
7. The storm drainage will be designed to avoid impact on Champion Woods and Woods of Heron Creek. Mayberry Homes will cooperate with the resolution of the existing drainage issues with Champion Woods and Woods of Heron Creek.

**Rezoning #19060 (Bennett Road Holding LLC)
Township Board (September 17, 2019)
Page 2**

According to our land preservation team, the developer's offer to dedicate the northern 20 acres of the property to Meridian Township (Condition #5) has a value of nearly \$300,000. Since the proposal calls for Mayberry Homes to connect to Champion Woods, there is truly no need for the Champion Woods neighborhood to maintain and own the existing 20 foot wide easement connecting Sophiea Parkway to Creekstone Trail. There is a public value for us to assume ownership of the path and connect the neighborhoods and public streets to our existing land preserve and new 20 acre open space. In many ways, the 20 acre gift of unspoiled open space clearly outweighs the upfront cost to pave the pathway. If the Township were to assume ownership of the easement, we would install gates at each end of the pathway with gaps large enough for public pedestrian access.

With the addition of the three acres of PO (Professional and Office) zoning, staff is recommending the Board to refer the rezoning back to the Planning Commission for a new public hearing and recommendation. If the Board agrees, the Planning Commission could hold a new public hearing at its meeting on October 14, 2019. The applicant will be required to submit a new rezoning application fee (\$4,020) and updated rezoning application as part of this process. The Board would likely have the rezoning back for consideration at its meeting on November 7, 2019.

Township Board Options

The Township Board may approve, approve with modifications, or deny the proposed rezoning from RR (Rural Residential) and RAAA (Single Family-Low Density) to RAA (Single Family-Low Density). A motion to refer the rezoning to the Planning Commission for a new public hearing and recommendation is provided.

- **Motion to refer Rezoning #19060 to the Planning Commission for a new public hearing and recommendation.**

Attachments

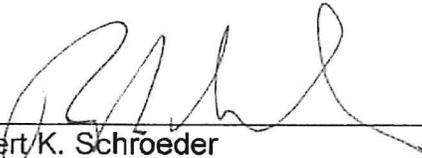
1. Letter from Robert K. Schroeder received by the Township on September 9, 2019.
2. Draft development plan submitted by Robert K. Schroeder dated September 10, 2019.

G:\Community Planning & Development\Planning\REZONINGS (REZ)\2019\REZ 19060 (Bennett Road Holding LLC)\REZ 19060.tb1.docx

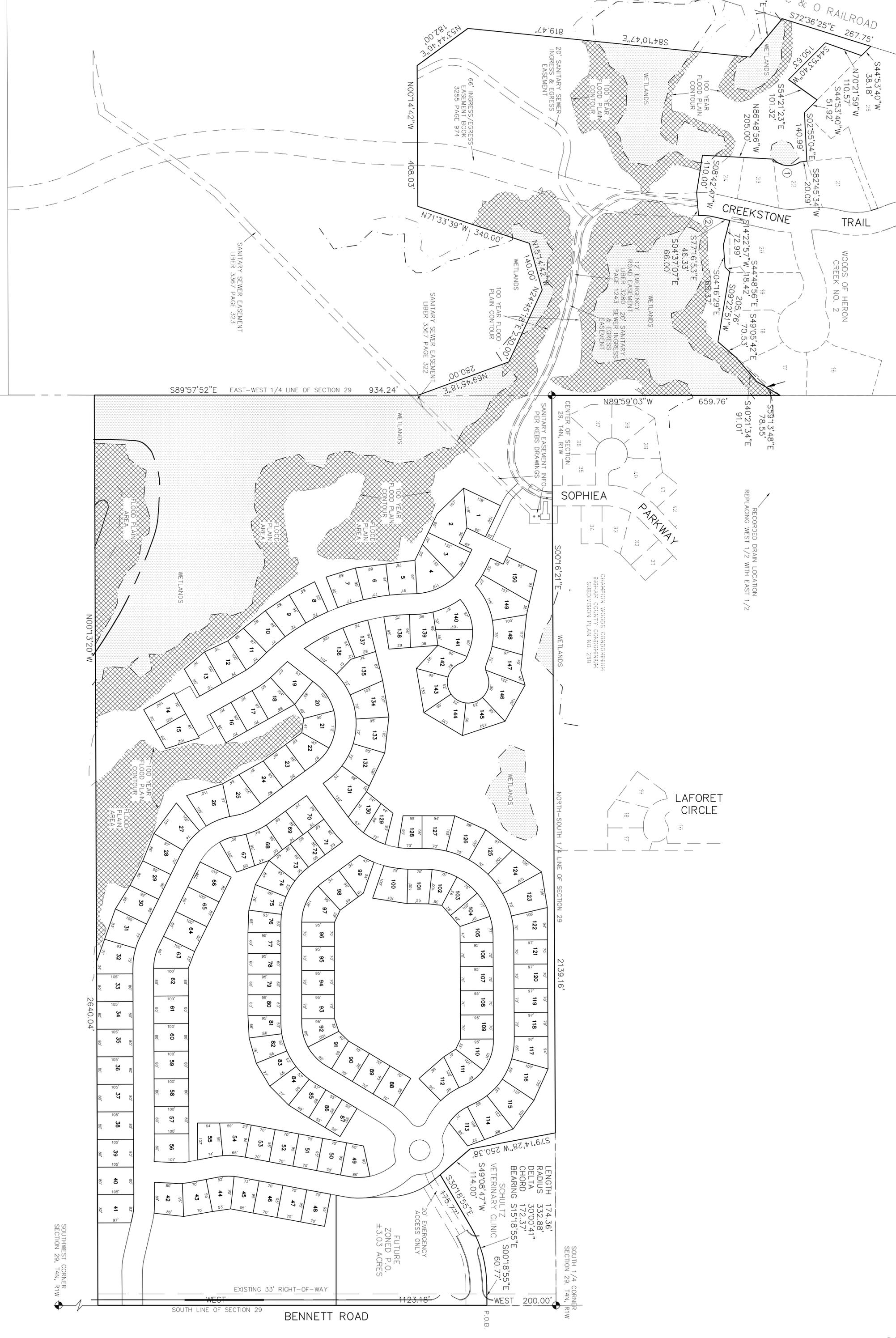
Conditions for Rezoning
Silverleaf (Bennett Road)

RECEIVED
SEP 09 2019

1. Property to be a PUD.
2. Maximum of 150 single family detached homes.
3. No vehicular connection to Champion Woods or Woods of Heron Creek for perpetuity. An emergency only access will connect Silverleaf to Sophiea Parkway in Champion Woods. This will be a 20' asphalt pathway with bollards to prevent normal vehicular traffic
4. A 75' minimum distance between homes in Champion Woods and homes in Silverleaf.
5. The northern approximately 20 acres to be dedicated as open space to Meridian Township.
6. A 3-acre site will be zoned P.O. This site will be on Bennett Road the south east corner of the property. It will abut the Schultz Veterinary Clinic.
7. The storm drainage will be designed to avoid impact on Champion Woods and Woods of Heron Creek. Mayberry Homes will cooperate with the resolution of the existing drainage issues with Champion Woods and Woods of Heron Creek.



Robert K. Schroeder
President
Mayberry Homes, LLC



C & O RAILROAD

CREEKSTONE TRAIL

SOPHIA PARKWAY

LAFORET CIRCLE

BENNETT ROAD

89°57'52"E EAST-WEST 1/4 LINE OF SECTION 29 934.24'

CENTER OF SECTION 29, T4N, R1W

NORTH-SOUTH 1/4 LINE OF SECTION 29

2139.16'

NOO1°3'20" W

2640.04'

SOUTHWEST CORNER SECTION 29, T4N, R1W

SOUTH LINE OF SECTION 29

EXISTING 33' RIGHT-OF-WAY

FUTURE ZONED P.O. ±3.03 ACRES

20' EMERGENCY ACCESS ONLY

P.O.B.

SOUTH 1/4 CORNER SECTION 29, T4N, R1W

RECORDED DRAIN LOCATION REPLACING WEST 1/2 WITH EAST 1/2

CHARLETON WOODS CONDOMINIUM NICHAN COUNTY CONDOMINIUM SUBDIVISION PLAN NO. 2519

WOODS OF HERON CREEK NO. 2

66' INGRESS/EGRESS EASEMENT BOOK 3255 PAGE 974

SANITARY SEWER EASEMENT LIBER 3367 PAGE 322

SANITARY SEWER EASEMENT LIBER 3367 PAGE 323

SCHULTZ VETERINARY CLINIC

DELTA CHORD BEARING S15°18'55"E

LENGTH 174.36' RADIUS 332.88" CHORD 172.37'

S0018°55'E 60.77'

S49°08'47"W 114.00'

S0018°35'E 175.77'

S0016°21'E

100 YEAR FLOOD PLAIN CONTOUR

12' EMERGENCY ROAD EASEMENT LIBER 3280 PAGE 1243 SEWER INGRESS & EGRESS EASEMENT

20' SANITARY SEWER INGRESS & EGRESS EASEMENT

100 YEAR FLOOD PLAIN CONTOUR



12.B

To: Township Board
From: Mark Kieselbach, Director of Community Planning and Development
Date: September 13, 2019
Re: **Amendment to Chapter 66 Tax Exemption (PILOT)**

A resolution to approve the amendment to Chapter 66, Article II of the Code of Ordinances for final adoption is attached. As directed by the Board, the Clerk has published the proposed ordinance. The following motion has been provided for the Board's consideration:

- **Move to approve the resolution for the final adoption of the amendment to Chapter 66, Article II to allow for a tax exemption and Payment in Lieu of Taxes (PILOT) for persons and families of low to moderate income.**

Attachments

1. Resolution for final adoption
2. Amended ordinance

G:\Community Planning & Development\Planning\ORDINANCES\PILOT ordinance amendment 2019\amendment to Chapter 66 (PILOT).tb2.doc

RESOLUTION TO APPROVE

**Amendment to Chapter 66 - Taxation
(Township Board)
FINAL ADOPTION**

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 17th day of September, 2019, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Township Board in 1995 enacted an ordinance pursuant to Section 15a of the State Housing Development Authority Act of 1966, being MCL 125.1415a, which limited the class of housing projects that qualify to pay the Township an annual service charge for payment in lieu of taxes (PILOT); and

WHEREAS, the class of housing project that qualifies for a PILOT is for elderly low income or moderate income persons; and

WHEREAS, it is the desire of the Township Board to amend the ordinance to allow housing projects for low or moderate income families and persons to be eligible for a PILOT; and

WHEREAS, the Township Board has determined that it is in the best interest of the Township to encourage low or moderate income housing projects for families and persons.

NOW, THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby **FINALLY ADOPTS** Ordinance No. 2019-14, entitled "Ordinance Amending the Code of the Charter Township of Meridian, Ingham County, Michigan, by amending Chapter 66, Article II, Tax Exemption for Federally Aided or Michigan State Housing Authority Aided Housing Projects, Section 66-28 and Section 66-30."

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

ADOPTED: YEAS: _____

NAYS: _____

Resolution to Approve (Final Adoption)

Township Board (September 17, 2019)

Page 2

STATE OF MICHIGAN)

)ss

COUNTY OF INGHAM)

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of a resolution adopted at a regular meeting of the Township Board on the 17th day of September, 2019.

Brett Dreyfus, Clerk
Charter Township of Meridian

Ordinance No. 2019-14

ORDINANCE AMENDING THE CODE OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, CHAPTER 66, ARTICLE II BY AMENDING SECTION 66-28 AND SECTION 66-30.

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Section 1. Amendment to Chapter 66, Article II, Section 66-28. Section 66-28 entitled Class of Housing Developments Exempt of the Code of the Charter Township of Meridian, Ingham County, Michigan is hereby amended to read as follows:

Section 66-28 Class of housing developments exempt.

The tax exemption shall apply to, and a service charge shall be paid in lieu of taxes, by a housing project financed with a federally-aided or authority-aided mortgage or advance or grant from the authority for elderly low income or moderate income persons or other low income or moderate income persons when:

- (1) The housing project is owned by a nonprofit housing corporation or limited dividend housing corporation; and
- (2) The housing development is, prior to initial occupancy, subject to covenants running with the land which require that it be maintained as housing for elderly low or moderate income persons or other low income or moderate income persons the remainder of its economic life.

Section 2. Amendment to Chapter 66, Article II, Section 66-30. Section 66-30 entitled Resolution of the Code of the Charter Township of Meridian, Ingham County, Michigan is hereby amended to read as follows:

Section 66-30 Resolution.

A resolution of the Township Board granting tax exempt status, as provided in this article, shall be adopted for a housing project qualified under the terms and provisions of this article. Payment of a service charge in lieu of tax exemption will be effectuated by adoption of a resolution by the Township Board.

Section 3. 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 4. Repealer Clause. All ordinances or parts of ordinances in conflict therewith are hereby replaced only to the extent necessary to give this Ordinance full force and effect.

Section 5. 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 6. Effective Date. This Ordinance shall become effective immediately upon its publication.

Ronald J. Styka, Township Supervisor

Brett Dreyfus, Township Clerk



12.C

To: Township Board

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

Date: September 13, 2019

Re: Special Use Permit #19121 Woodward Way

The Township Board discussed Special Use Permit #19121 at its last meeting on September 3, 2019. At the meeting the Board agreed to consider a resolution to approve the request at its next meeting.

Township Board Options

The Township Board may approve or deny the special use permit. If the Board amends the proposal, the request may be referred back to the Planning Commission for a recommendation. A resolution to approve the special use permit with conditions is attached.

- **Move to adopt the resolution approving Special Use Permit #19121 with conditions for the size of the Woodward Way housing project.**

Attachment

1. Resolution to approve.

G:\Community Planning & Development\Planning\SPECIAL USE PERMITS (SUP)\2019\SUP 19121 (Woodward Limited Dividend Housing Association)\SUP 19121.tb2

RESOLUTION TO APPROVE

**Special Use Permit #19121
(Woodward Limited Dividend Housing Association)**

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 17th day of September, 2019, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Woodward Limited Dividend Housing Association has submitted a request to construct a group of buildings greater than 25,000 square feet in size on the north 4.37 acres of Parcel Number 17-377-031; and

WHEREAS, the proposed project is a 49-unit townhouse and apartment complex comprised of four buildings totaling 52,861 square feet in size; and

WHEREAS, a special use permit is required for constructing a group of buildings totaling more than 25,000 square feet in gross floor area; and

WHEREAS, the Planning Commission held a public hearing at its regular meeting on July 22, 2019 and recommended approval of Special Use Permit #19121 on August 26, 2019; and

WHEREAS, the Township Board discussed the request at its meeting on September 3, 2019 and has reviewed the information forwarded by staff under a cover memorandum dated August 30, 2019; and

WHEREAS, the subject site is appropriately zoned RC (Multiple Family), which permits the construction of a group of buildings greater than 25,000 square feet in floor area by special use permit; and

WHEREAS, the proposed housing project is consistent with the conditions established in Rezoning #19010; and

WHEREAS, the proposed housing project meets the design standards of the RC (Multiple Family) zoning district listed in Section 86-376(g) of the Code of Ordinances; and

WHEREAS, the proposed project is consistent with the general standards for granting a special use permit found in Section 86-126 of the Code of Ordinances; and

WHEREAS, public water and sanitary sewer services serve the subject site.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby approves Special Use Permit #19121, subject to the following conditions:



12.D

To: Township Board

From: Mark Kieselbach, Director of Community Planning and Development

Date: September 12, 2019

Re: Woodward Way PILOT

The request for Payment in Lieu of Taxes (PILOT) for the proposed Woodward Way housing project was discussed by the Board at its meeting on August 8, 2019. The proposed 49 unit townhouse/apartment development would be located at the east end of Sirhal Drive and provide housing for families and persons of low to moderate income. In addition to the PILOT the applicant has offered to enter into a Municipal Services Agreement (MSA) with the Township. The MSA would provide an annual payment to the Township to compensate for possible Township funded services that may be needed for the site.

A resolution to approve the PILOT and the MSA is attached. The following motion has been provided for the Board's consideration.

- **Move to approve the resolution to grant tax exempt status with Payment in Lieu of Taxes for the housing project known as Woodward Way and to authorize the Township Manager to sign the Municipal Services Agreement with Woodward Way Limited Dividend Housing Association Limited Partnership. The PILOT shall be effective at the time of publication of the amendment to Chapter 66 of the Code of Ordinances.**

Attachments

1. Resolution
2. Municipal Services Agreement
3. Existing Taxes
4. Assessed Value Estimate
5. Property Tax Comparison

G:\Community Planning & Development\Planning\PILOTs\Woodward Way PILOT\Woodward Way PILOT.tb2.doc

RESOLUTION TO APPROVE

**Tax Exempt Status with Payment In Lieu of Taxes
(Woodward Way Housing Project)**

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 17th day of September, 2019, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Township Board in 1995 enacted an ordinance pursuant to Section 15a of the State Housing Development Authority Act of 1966, being MCL 125.1415a, which limited the class of housing projects that qualify to pay the Township an annual service charge for public services in lieu of taxes (PILOT); and

WHEREAS, on September 17, 2019 the Township Board adopted Ordinance No. 2019-14 amending Chapter 66, Article II of the Code of Ordinances to make tax exemptions and payments in lieu of taxes available to qualified housing projects for persons of low and moderate income in accordance with criteria established by state and/or federal laws; and

WHEREAS, Woodward Way Limited Dividend Housing Association Limited Partnership, as owner of the Woodward Way housing project, located in the Charter Township of Meridian, has requested tax exempt status from all property taxes during and after commencement of construction of the housing project pursuant to the Township’s ordinance as amended; and

WHEREAS, the Woodward Way housing project is eligible for the requested exemption and payment in lieu of taxes and without such treatment the construction and operation of the housing project would not be feasible; and

WHEREAS, the Woodward Way housing project development will be maintained as housing for persons of low to moderate income for 45 years, representing its economic life; and

WHEREAS, the Township Board has determined that it is in the best interest of the Township to encourage housing projects for persons of low to moderate income by granting Woodward Way a tax exemption with payment in lieu of taxes.

NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, in reliance on, in consideration of, and incorporating the foregoing, that the housing project known as Woodward Way and the property on which said housing project is developed shall be exempt from all property taxes which shall remain in effect and shall not terminate for so long as the housing project is subject to a federally-

MUNICIPAL SERVICES AGREEMENT

THIS MUNICIPAL SERVICES AGREEMENT entered into this ____ day of _____, 2019 between WOODWARD WAY LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, a Michigan limited partnership of 500 South Front Street, 10th Floor, Columbus, Ohio 43215, (hereinafter referred to as the "OWNER") and Meridian Township, a Michigan Charter Township, of 5151 Marsh Road, Okemos Michigan 48864 (hereinafter referred to as the "CITY").

RECITALS

- A. The OWNER intends to purchase and develop a housing project for low to moderate income families, to be known as Woodward Way, financed in part by Low Income Housing Tax Credits (LIHTC), administered by the Michigan State Housing Development Authority (MSHDA) on land legally described on Exhibit "A", (hereinafter referred to as the "PROJECT").
- B. The OWNER desires to guarantee that certain municipal services will be provided to the PROJECT during the term that the Payment in Lieu of Taxes (hereinafter referred to as the "PILOT") Ordinance for this PROJECT is in place, such municipal services to exclude normal water, sewer, and other utility charges as well as special assessment charges (which must be paid separately and at duly established rates) and similar charges and to include only:
 - 1. Emergency services, including police and ambulance (at normal published rates) and fire service specifically administered through the TOWNSHIP;
 - 2. Other miscellaneous services as may, from time to time, be mutually agreed to for the benefit of the PROJECT;
 - 3. Said municipal services shall be provided in the customary way, in a competent and workmanlike manner, and in accordance with all laws, rules and regulations of the United States of America, State of Michigan, County of Ingham, and Meridian Township or other applicable jurisdictions or bodies.

(All of the above collectively referred to as "Municipal Services")

AGREEMENT

The parties agree as follows:

1. The payment for Municipal Services shall be computed as follows: Nine Thousand Dollars (\$9,000.00) will be paid concurrent with the annual PILOT payment for Woodward Way. Each year the annual MSA payment shall be increased per the published Consumer Price Index for all products Midwest region. The maximum yearly adjustment shall be 3%.
2. Payment for Municipal Services shall commence at the time the first PILOT payment is made and will remain in effect for as long as a payment-in-lieu-of-taxes ordinance is in place for the project.

IN WITNESS WHEREOF, this Municipal Services Agreement is executed as of the day and year first written above.

WITNESSES:

WOODWARD WAY LIMITED DIVIDEND
HOUSING ASSOCIATION LIMITED
PARTNERSHIP, A Michigan Limited
Partnership

By: WOODWARD WAY GP, LLC,
An Ohio limited liability company
Its General Partner

By: Woda Cooper General Partner, LLC
An Ohio limited liability company
Its Sole Member

By: Woda Cooper Communities, LLC
An Ohio limited liability company
Its Sole Member

By: _____
David Cooper Jr., Vice President &
Associate General Counsel

MERIDIAN TOWNSHIP

By: _____

Its: Township Manager

EXHIBIT A

ASSESSORS SUBD NO 1 To Be Completed

**THE WOODWARD
EXISTING TAXES
August 8, 2019**

CURRENT TAXABLE VALUE: \$67,500		
TAXING ENTITY	ESTIMATED MILLAGE RATE	ESTIMATED CURRENT TAXES
Ingham County	0.0113400	\$765
State Education Tax	0.0060000	\$405
Local School Operating	0.0180000	\$1,215
Local School Building and Site	0.0009878	\$66
Local School Debt	0.0070000	\$472
Intermediate School District	0.0059987	\$404
Capital Region Airport Authority	0.0006990	\$47
Capital Area District Library	0.0015600	\$105
Capital Area Transportation Authority	0.0030070	\$202
Lansing Community College	0.0038072	\$256
Meridian Township	0.0090007	\$607
TOTAL:	0.0674004	\$4,544

NOTE: Property taxes were estimated using 2018 millage rates.

**THE WOODWARD
ASSESSED VALUE ESTIMATE
June 11, 2019**

<u>OCCUPANCY</u>	<u>UNITS</u>	<u>POTENTIAL</u>		<u>VACANCY AND COLLECTION LOSS</u>	<u>EFFECTIVE</u>		<u>NET OPERATING INCOME</u>	<u>CAP RATE</u>	<u>TRUE CASH VALUE ESTIMATE</u>
		<u>GROSS INCOME</u>	<u>GROSS INCOME</u>		<u>EXPENSES</u>	<u>EXPENSES</u>			
Apartments, One-Bedroom	8	\$700	\$67,200	5%	\$63,840	40%	\$38,304	11.00	\$348,218
Apartments, Two-Bedroom	34	\$900	\$367,200	5%	\$348,840	40%	\$209,304	11.00	\$1,902,764
Apartments, Three-Bedroom	7	\$1,100	\$92,400	5%	\$87,780	40%	\$52,668	11.00	\$478,800
TOTAL (ROUNDED):									\$2,730,000
ASSESSED VALUE ESTIMATE:									\$1,365,000
TAXABLE VALUE ESTIMATE:									\$1,365,000

**THE WOODWARD
PROPERTY TAX COMPARISON
June 11, 2019**

ESTIMATED TAXABLE VALUE: \$1,365,000			ESTIMATED PAYMENT IN LIEU OF TAXES
TAXING ENTITY	ESTIMATED MILLAGE RATE	ESTIMATED TAXES	
Ingham County	0.0113400	\$15,479	\$2,265.43
State Education Tax	0.0060000	\$8,190	\$1,198.72
Local School Operating	0.0180000	\$24,570	\$7,012.03
Local School Building and Site	0.0009878	\$1,348	\$1,595.76
Local School Debt	0.0070000	\$9,555	
Intermediate School District	0.0059987	\$8,188	\$1,198.38
Capital Region Airport Authority	0.0006990	\$954	\$139.61
Capital Area District Library	0.0015600	\$2,129	\$311.62
Capital Area Transportation Authority	0.0030070	\$4,104	\$600.63
Lansing Community College	0.0038072	\$5,196	\$760.66
Meridian Township	0.0090007	\$12,285	\$1,798.33
TOTAL:	0.0674004	\$91,998	\$16,881

NOTE: Property taxes were estimated using 2018 millage rates. The total estimated payment in lieu of taxes (PILOT) was estimated as follows: \$391,530 rental income - \$53,900 utilities = \$337,630 x 0.05 PILOT percentage = \$16,881 PILOT.



12.E

To: Township Board

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

Date: September 12, 2019

Re: Tentative Preliminary Plat #19012 (Giguere Homes)

The Township Board discussed the Tentative Preliminary Plat for Sanctuary 3 at its last meeting on September 3, 2019. After discussing the request the Board agreed to consider a resolution to approve the plat at its next meeting. Staff has reviewed the plat and can confirm it meets the conditions established in Rezoning #18160.

Township Board Options

The Township Board shall approve, approve with conditions, or deny the proposed tentative preliminary plat within 90 days of the plat being filed with the Township. The application was deemed complete on July 26, 2019 therefore the Board must take action no later than the October 15, 2019 regular meeting. A resolution to approve the tentative preliminary plan is provided.

- **Motion to adopt the resolution approving Tentative Preliminary Plat #19012, a seven lot subdivision (Sanctuary 3) located on the north side of Robins Way, east of Hulett Road.**

Attachment

1. Resolution to approve.

G:\Community Planning & Development\Planning\PLATS (PLAT)\2019\Plat #19012 (Giguere) Sanctuary 3\Tentative Preliminary Plat\Staff Reports\TPP 19012.tb2.docx

RESOLUTION TO APPROVE

**Tentative Preliminary Plat #19012
(Giguere Homes)**

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 17th day of September, 2019, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Giguere Homes has requested tentative preliminary plat approval for a single family subdivision identified as Sanctuary 3 consisting of seven lots on 7.36 acres located on the north side of Robins Way, east of Hulett Road; and

WHEREAS, the Planning Commission held a public hearing for Tentative Preliminary Plat #19012 at its meeting on August 12, 2019 and voted to recommend approval of the request at its meeting on August 26, 2019; and

WHEREAS, the Township Board discussed Tentative Preliminary Plat #19102 at its meeting on September 3, 2019 and has reviewed the staff material forwarded under a cover memorandum dated August 27, 2019; and

WHEREAS, the proposed tentative preliminary plat meets the conditions established in Rezoning #18160; and

WHEREAS, the proposed tentative preliminary plat complies with the Township’s Land Division Ordinance and with the Land Division Act of the State of Michigan (MCL 560.101 et seq., as amended); and

WHEREAS, all lots in the proposed tentative preliminary plat meet or exceed the minimum lot width and minimum lot area requirements of the RAAA (Single Family-Low Density) zoning district; and

WHEREAS, the proposed tentative preliminary plat will be adequately served by public water and sewer utilities.

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby approves Tentative Preliminary Plat #19012, subject to the following conditions:

1. Approval is based on the revised Tentative Preliminary Plat prepared by Enger Surveying and Engineering dated July 12, 2019 and received by the Township on July 15, 2019.
2. Approval is subject to the 11 conditions established in Rezoning #18160.



To: Board Members
From: Frank L. Walsh, Township Manager
Date: September 13, 2019
Re: Franchise Fees

Back in 2003, the Township Board adopted an Ordinance regarding Cable Television. The most critical piece of the legislation is Section 70-28 (c7). I've attached the 2003 language as a starting point of your discussion.

We are requesting that the Board adopt the attached amendment to 70-28 (c7). If approved, the amendment eradicates the requirement that a minimum of 80 percent of franchise fees be allocated to the Cable Commission. Rather, 100% of the Franchise Fees will be deposited in the general fund. The change is part of the complete reorganization of our Communications Department.

I want to reiterate that although we are budgeting to reduce our communication expenses by 50%, we remain focused on our core services. We will continue to provide an extraordinary level of communications to our 43,000 residents. Our principal services will continue to be HOMTV, social media, web site enhancements, marketing, weekly newsletter and televising township meetings.

We are committed to continuing our record of excellence.

The following motion is proposed:

MOVE TO APPROVE THE TOWNSHIP MANAGER'S RECOMMENDATION, AS PRESENTED, TO AMEND SECTION 70-28 (C7) OF THE 2003 CABLE TELEVISION ORDINANCE ELIMINATING THE REQUIREMENT THAT 80% OF FRANCHISE FEES BE ALLOCATED TO THE CABLE TV FUND.

Attachments:

1. 2003 Cable Ordinance
2. 2003 Cable Ordinance Proposed Amendment

ORDINANCE NO. 2003-12

**AN ORDINANCE TO AMEND ARTICLE II OF CHAPTER 70
OF THE MERIDIAN CHARTER TOWNSHIP
CODE OF ORDINANCES REGARDING CABLE TELEVISION**

THE CHARTER TOWNSHIP OF MERIDIAN ORDAINS:

Sec. 1. Article II of Chapter 70 of the Meridian Charter Township Code of Ordinances is amended to read as follows:

ARTICLE II CABLE COMMUNICATIONS

DIVISION 1. GENERALLY

Sec. 70-26. Definitions.

For purposes of this article, terms, phrases, words and abbreviations shall have the meanings ascribed to them in the Cable Communications Policy Act of 1984, as amended from time to time, 47 U.S.C. 521 *et seq.*, unless otherwise defined in this article.

Sec. 70-27. Declaration of Purpose.

The purpose of this article is to provide fair regulation of cable service in the township in the interest of the public; to promote and encourage adequate, economical and efficient cable service to the residents of the township; to promote and to encourage harmony between cable television companies and their subscribers; and to provide for the furnishing of cable television system service to the residents of the township without unjust discrimination, undue preferences or advantages.

Sec. 70-28 Cable Communications Commission.

(a) The township shall establish a commission to be known as the Meridian Township cable communications commission. The township board shall solicit from the public and from the franchise names of persons interested in serving on the Commission, but is not limited to names submitted.

(b) The commission consists of five residents of the township appointed by the township board. Each member shall serve a term of three years. Any vacancy in the office shall be filled by the township board for the remainder of the term. No employee or person with an ownership interest in a cable television franchise granted pursuant to this article shall be eligible for membership on the commission. Members of the commission may

be compensated at a rate to be determined by the township. Such rate of compensation, if any, be established and may be revised, from time to time, by resolution of the township board.

(c) Subject to federal law, the commission, in addition to the functions and responsibilities that the township board may delegate to it from time to time by resolution, shall have the following functions:

- (1) Discuss this article and franchises with prospective franchise applications.
- (2) Advise the township board on applications for franchises.
- (3) Advise the township board on matters that might constitute grounds for revocation of a franchise under this article.
- (4) Recommend to the township board, after hearing, resolutions of disputes between franchisees, between franchisee(s) and subscribers, between franchisee(s) and access users, and between access users.
- (5) Advise the township board on the regulation of rates under this article and make recommendations on requested changes in rates, services or classifications.
- (6) Recommend to the township board general policy relating to access channels with a view to maximizing the diversity of programs and services to subscribers.
- (7) Encourage the use of access channels by institutions, groups and individuals within the township. The township board shall budget a minimum of 80 percent of franchise fees for use by the commission to operate a government access channel and administer this ordinance and cable television franchises. Such budgeted funds shall be kept by or under the control of the township treasurer. The township treasurer shall draw checks on said account only when a majority of the members of the township board has authorized such expenditure.
- (8) Encourage and supervise interconnection of systems.
- (9) Review and report to the township board concerning records and reports that the franchisee is required to submit under this article.
- (10) The commission shall annually prepare a proposed budget and submit that proposed budget to the township board for its consideration and adoption. Prior to adopting a budget for the commission, the township board shall conduct a public hearing. The commission shall also prepare and submit to the township board an annual report including an accounting of budgeted

fees received and distributed by the commission and a report of the type and amount of use of access channels.

- (11) Conduct evaluations of the system at least every three years and make recommendations to the township board regarding amendments to this article or to the franchise agreement.

Sec. 70-29. Non-Recourse for Losses.

Any person granted a franchise pursuant to this article shall have no recourse whatsoever against the township, its officers, boards, commissions, agents or employees for any loss, cost, expense or damage arising out of any provision or requirement of this article or its enforcement except as allowed by 47 USC 555a, as amended.

Section 70-30. Priority of Use.

Any right or privilege granted to any person under this article to use or occupy any street, alley, public right-of-way or public place shall be subordinate to any prior lawful occupancy of such property. Nothing in this article shall be construed as limiting in any way the township in the lawful exercise of the police power.

Sec. 70-31 Condition for Grant of Special Use Permit.

In order to achieve a uniform, comprehensive, township-wide standard of service, the grant of any special use permit pursuant to this code shall be conditioned upon satisfactory completion of all necessary easements, licenses and arrangements to permit a connection in each dwelling unit to a cable system, open video system or other multichannel video provider using or occupying the public right of way duly franchised by the township board.

Section 70-32. Hearing and Determination of Complaints; Procedure; Local Office.

(a) Subject to federal law, the township board, or any person or department designated by it, shall, upon its own motion or upon complaint of any person or subscriber of a Grantee, have authority to hear and determine all complaints concerning the rates, charges, rules, regulations, practices, quality of service rendered or refused to be rendered, equipment furnished or refused to be furnished, or any other matter relating to the service or operation of the cable system or any person franchised under the terms of this article.

(b) Upon the filing of any complaint against any Grantee pursuant to the preceding subsection, the township board shall give such person at least 20 days notice of the time and place of a hearing to be given such person upon the matters alleged in the complaint. Subject to federal law, the township board shall have the power to order such changes in the rates, charges, rules, regulations, services, equipment or other matters

**CHARTER TOWNSHIP OF MERIDIAN
INGHAM COUNTY, MICHIGAN**

AN ORDINANCE TO AMEND ORDINANCE NO. 2003-12

Ordinance No.: _____
Effective Date: _____, 2019

At a meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Township Hall, 5151 Marsh Road, Okemos, MI 48864 on September __, 2019, at __ p.m., Board Member _____ moved and Board Member _____ supported to introduce the following Ordinance for posting and publication prior to subsequent final adoption:

An Ordinance to amend Article II of Chapter 70 of the Meridian Charter Township Code of Ordinances, as amended, adopted by the Charter of the Township of Meridian to address the allocation of franchise fees.

Section 1. Amendment of Article II, Chapter 70, Section 70-28 Cable Communications Commission: The Township Code of Ordinances, Article II, Chapter 70, Section 70-28 Cable Communications Commission, shall be amended to provide as follows:

Sec. 70-28 Cable Communications Commission

(a) The Township shall establish a commission to be known as the Meridian Township Cable Communications Commission. The Township Board shall solicit from the public and from the franchisee names of persons interested in serving on the Commission but is not limited to names submitted.

(b) The commission consists of five residents of the Township appointed by the Township Board. Each member shall serve a term of three years. Any vacancy in the office shall be filled by the Township Board for the remainder of the term. No employee or person with an ownership interest in a cable television franchise granted pursuant to this article shall be eligible for membership on the commission. Members of the commission may be compensated at a rate to be determined by the Township. Such rate of compensation, if any, may be established and may be revised, from time to time, by resolution of the Township Board.

(c) Subject to federal and state law, the commission, in addition to the functions and responsibilities that the Township Board may delegate to it from time to time by resolution, shall have the following functions:

- (1) Discuss this article and franchises with prospective franchise applicants.
- (2) Advise the Township Board on applications for franchises.

- (3) Advise the Township Board on matters that might constitute grounds for revocation of a franchise under this article.
- (4) Recommend to the Township Board, after hearing, resolutions of disputes between franchisees, between franchisee(s) and subscribers, between franchisee(s) and access users, and between access users.
- (5) Advise the Township Board on the regulation of rates under this article and make recommendations on requested changes in rates, services or classifications.
- (6) Recommend to the Township Board general policy relating to access channels with a view to maximizing the diversity of programs and services to subscribers.
- (7) Encourage the use of access channels by institutions, groups and individuals within the Township. The commission shall operate a government access channel and use franchise fees to administer this ordinance. Such funds shall be allocated based on the Township's approved budget and budget/appropriations resolution.
- (8) Encourage and supervise interconnection of systems.
- (9) Review and report to the Township Board concerning records and reports that the franchisee is required to submit under this article.
- (10) Annually prepare a proposed budget and submit that proposed budget to the Township Board for its consideration and adoption. Prior to adopting a budget for the commission, the Township Board shall conduct a public hearing. The commission shall also prepare and submit to the Township Board an annual report including an accounting of budgeted fees received and distributed by the commission and a report of the type and amount of use of access channels.
- (11) Conduct evaluations of the system at least every three years and make recommendations to the Township Board regarding amendments to this article or to the franchise agreement.

Section 2. Severability: The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such Ordinance which shall continue in full force and effect.

Section 3. Repeal: All ordinances or parts of ordinances in conflict herewith are hereby repealed.

Section 4. Effective Date: This Ordinance shall take effect immediately upon its publication.

ROLL CALL VOTE:

YEAS: _____

NAYS: _____

Brett Dreyfus
Charter Township of Meridian Clerk



To: Township Board

From: Frank L. Walsh, Township Manager and Miriam Mattison, Finance Director

Date: September 13, 2019

Re: 2020 Recommended Budget

Thank you for your questions, thoughts and concerns raised on September 3rd regarding the proposed 2020 Draft Township Budget. We appreciate the thoughtful dialogue. The attached 2020 Budget is prepared for your due consideration. The only modifications to the September 3rd document are as follows:

- \$100,000 commitment to continuing our efforts for solar energy
- \$10,000 commitment to supporting our internal environmental efforts

If the 2020 Budget is approved on Tuesday evening, we expect the December 31, 2020 general fund balance to total \$5,909,545. As mentioned several times, this budget allows us to continue our efforts to exceed our Board approved objectives.

The budget document will be published as soon as practical upon approval of the resolution. The following motion is proposed:

MOVE THAT THE TOWNSHIP BOARD APPROVE THE 2020 RECOMMENDED BUDGET RESOLUTION.

Attachments:

1. 2020 Budget Resolution
2. Updated 2020 Budget Pages

2020 Budget Resolution

At a meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at 5151 Marsh Road, Okemos, Michigan 48864-1198, on the 17th day of September 2019, at 6:00 pm local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, the Township Clerk and Board received the proposed 2020 Township Budgets on August 27, 2019, submitted in conformance with 1947 PA 359 Sections 42.24 and 42.25; and

WHEREAS, the Township Board conducted a public hearing and deliberated over the 2020 Township Budgets on September 3, 2019; and

WHEREAS, this resolution serves as the general appropriations act for the Township;

NOW THEREFORE, BE IT RESOLVED THAT THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN hereby adopts the 2020 Budget shown below and on the attached Summaries of Special Revenue Funds, Debt Service Funds, and Capital Projects Funds. These budgets are supported by the budget document, and subject to all Township policies regarding the expenditure of funds and technical or typographical corrections to the narrative.

2020 REVENUE SUMMARY

	GENERAL FUND	SPECIAL REVENUE FUNDS*	DEBT SERVICE FUNDS*	CAPITAL PROJECTS FUNDS*	PUBLIC WORKS FUNDS	INTERNAL SERVICE FUND	DDA
REVENUES							
Taxes	\$13,499,160	\$2,538,200	\$3,875,600	\$0	\$0	\$0	\$30,200
Licenses & Permits	798,250	0	0	0	0	0	0
Intergovernmental	3,925,700	2,584,600	0	0	0	0	12,000
Charges For Services	4,388,400	94,000	0	0	12,442,050	1,250,320	0
Interest	104,485	87,250	32,000	20,000	30,000	5,000	0
Special Assessments	0	0	0	150,000	0	0	0
Other	188,360	11,625,700	0	0	40,700	5,000	0
SUBTOTAL	22,904,355	16,929,750	3,907,600	170,000	12,512,750	1,260,320	42,200
OTHER FINANCING SOURCES							
Operating Transfers In	0	250,000	0	0	0	250,000	0
TOTAL REVENUES	\$22,904,355	\$17,179,750	\$3,907,600	\$170,000	\$12,512,750	\$1,510,320	\$42,200

2020 EXPENDITURE SUMMARY

	GENERAL FUND	SPECIAL REVENUE FUNDS*	DEBT SERVICE FUNDS*	CAPITAL PROJECTS FUNDS*	PUBLIC WORKS FUNDS	INTERNAL SERVICE FUND	DDA
EXPENDITURES							
Legislative	\$84,200	\$0	\$0	\$0		\$0	\$0
General Government	6,564,880	0	0	0		0	4,000
Public Safety	13,705,595	20,000	0	0		702,760	0
Public Works	121,165	217,420	0	0	11,055,560	0	0
Health & Welfare	60,575	127,000	0	0		0	0
Community Economic & Development	0	0	0	0	0	0	0
Recreation & Culture	1,070,170	1,196,915	0	0		0	0
Capital Outlay	2,610,000	6,751,000	0	120,000	1,165,000	437,500	0
Debt Service	0	0	3,813,580	0	253,500	0	4,485
SUBTOTAL	24,216,585	8,312,335	3,813,580	120,000	12,474,060	1,140,260	8,485
OTHER FINANCING USES							
Operating Transfers Out	500,000	0	0	0	0	0	0
TOTAL EXPENDITURES	\$24,716,585	\$8,312,335	\$3,813,580	\$120,000	\$12,474,060	\$1,140,260	\$8,485

* See attached Summary of Special Revenue Funds, Debt Service Funds, and Capital Projects Funds

GENERAL FUND
FINANCIAL SUMMARY
2020

Summary of 2020 Operating Activity:

Estimated Revenues & Financing Sources:

Taxes	\$13,499,160	58.94%
Licenses & Permits	798,250	3.49%
Intergovernmental	3,925,700	17.14%
Charges For Services	4,388,400	19.16%
Interest	104,485	0.46%
Other Revenues	<u>188,360</u>	0.82%

Total Estimated Revenues & Financing Sources \$22,904,355

Estimated Expenditures & Financing Uses:

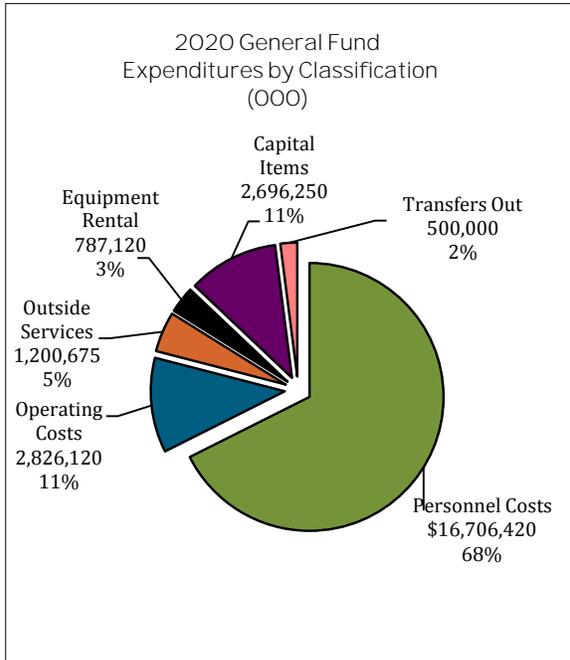
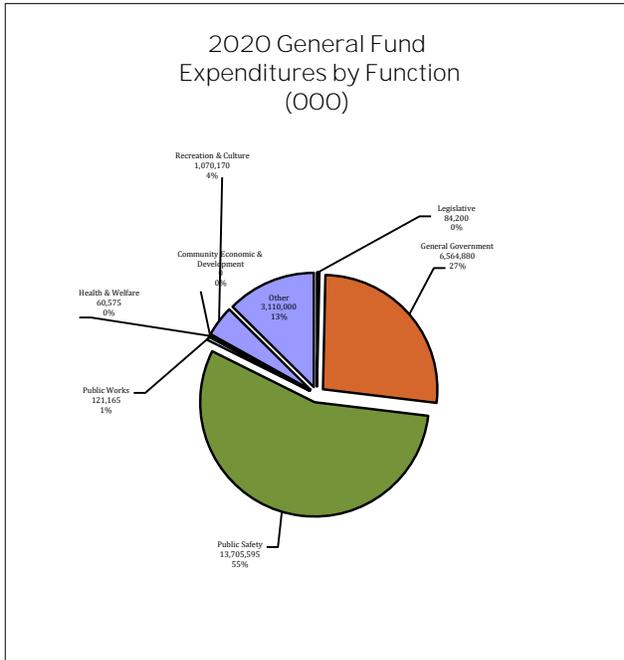
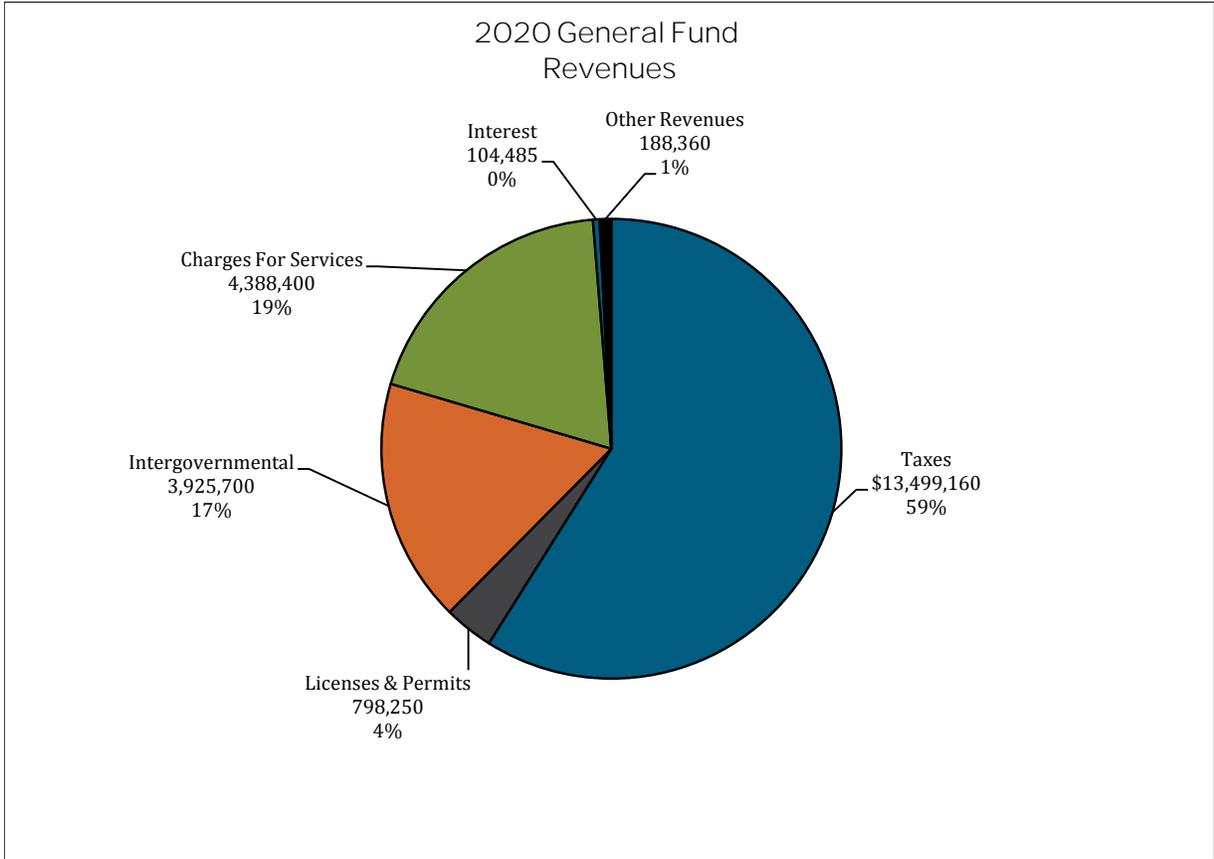
Legislative	84,200	0.34%
General Government	6,564,880	26.56%
Public Safety	13,705,595	55.45%
Public Works	121,165	0.49%
Health & Welfare	60,575	0.25%
Community Economic & Development	0	0.00%
Recreation & Culture	1,070,170	4.33%
Other	<u>3,110,000</u>	12.58%

Total Estimated Expenditures & Financing Uses 24,716,585

Anticipated Surplus (Deficit) for 2019 (\$1,812,230)

Statement of Fund Balance

Fund Balance as of December 31, 2018 (per audited financial statements)	\$7,961,300
Anticipated Surplus (Deficit) for 2019	(239,525)
Estimated Available Fund Balance as of December 31, 2019	<u>7,721,775</u>
Anticipated Surplus (Deficit) for 2020	<u>(1,812,230)</u>
Estimated Available Fund Balance as of December 31, 2020	<u><u>\$5,909,545</u></u>
Fund Balance/Average Monthly Expenditures	<u><u>3.48</u></u>



**GENERAL FUND
DEPARTMENT EXPENDITURE SUMMARY**

Expenditures by Function

FUNCTION	2018 Actual	2019 Original Budget	2019 Projected Total	2020 BUDGET	% of Total	% Chg v. 19 Budget
LEGISLATIVE						
Township Board	\$76,031	\$82,300	\$83,290	\$84,200	0.34%	2.31%
TOTAL LEGISLATIVE	76,031	82,300	83,290	84,200	0.34%	2.31%
GENERAL GOVERNMENT						
Administrative Services	2,101,887	1,992,420	2,146,600	2,056,600	8.32%	3.22%
Clerk - Elections	132,579	134,520	137,300	213,300	0.86%	58.56%
Accounting & Budgeting	421,472	448,005	449,280	570,595	2.31%	27.36%
Assessing	325,072	370,525	369,280	363,745	1.47%	-1.83%
Clerk - Administration	272,892	292,420	290,850	302,410	1.22%	3.42%
Township Manager/Personnel	552,867	566,480	579,680	644,955	2.61%	13.85%
Information Technology	505,459	595,465	596,755	607,550	2.46%	2.03%
Treasurer	260,430	260,600	253,325	259,255	1.05%	-0.52%
Watershed Management	474,408	526,200	429,250	494,270	2.00%	-6.07%
Building Maintenance	389,726	439,020	473,275	578,040	2.34%	31.67%
Grounds Maintenance	199,056	218,140	218,140	269,620	1.09%	23.60%
Cemetery	107,425	78,210	77,800	50,800	0.21%	-35.05%
Recycling Center	87,838	89,990	90,235	97,640	0.40%	8.50%
Associations/Authorities	54,706	54,700	55,365	56,100	0.23%	2.56%
TOTAL GENERAL GOVERNMENT	5,885,818	6,066,695	6,167,135	6,564,880	26.56%	8.21%
PUBLIC SAFETY						
Police	6,028,331	6,374,505	6,187,105	6,417,420	25.96%	0.67%
EMS/Fire	5,769,696	5,862,205	5,803,305	6,054,325	24.49%	3.28%
Community Planning & Dev - Building	475,436	530,270	533,770	584,030	2.36%	10.14%
Community Planning & Dev - Planning	541,690	586,360	583,635	649,820	2.63%	10.82%
TOTAL PUBLIC SAFETY	12,815,152	13,353,340	13,107,815	13,705,595	55.45%	2.64%
PUBLIC WORKS						
Streets & Highways	0	0	0	121,165	0.49%	n/a
TOTAL CHARGES FOR SERVICES	0	0	0	121,165	0.49%	n/a
HEALTH & WELFARE						
Human Services	57,829	59,425	59,285	60,575	0.25%	1.94%
TOTAL HEALTH & WELFARE	57,829	59,425	59,285	60,575	0.25%	1.94%
COMMUNITY AND ECONOMIC DEVELOPMENT						
Meridian Revevelopment	0	130,000	700,000	0	0.00%	-100.00%
TOTAL COMMUNITY AND ECON. DEV.	0	130,000	700,000	0		
RECREATION & CULTURAL						
Park Commission	5,505	7,610	5,380	5,380	0.02%	-29.30%
Park & Recreation Administration	120,390	143,285	132,715	133,045	0.54%	-7.15%
Recreation	266,776	300,610	289,910	292,250	1.18%	-2.78%
Parks Maintenance	197,016	250,840	245,165	299,285	1.21%	19.31%
Park Development	7,545	400,000	400,000	0	0.00%	-100.00%
Communications				314,510	1.27%	n/a
Community Activities	12,420	35,700	35,700	25,700	0.10%	-28.01%
TOTAL RECREATION & CULTURAL	609,653	1,138,045	1,108,870	1,070,170	4.33%	-5.96%
OTHER						
Capital Outlay	379,091	412,900	394,090	2,610,000	10.56%	532.11%
Operating Transfers Out	840,000	610,000	610,000	500,000	2.02%	-18.03%
TOTAL OTHER	1,219,091	1,022,900	1,004,090	3,110,000	12.58%	204.04%
TOTAL EXPENDITURES	\$20,663,573	\$21,852,705	\$22,230,485	\$24,716,585	100.00%	13.11%

Expenditures by Account Classification

ACCOUNT CLASSIFICATION	2018 Actual	2019 Original Budget	2019 Projected Total	2020 BUDGET	% of Total	% Chg v. 19 Budget
Personnel Costs	\$15,194,847	\$15,946,685	\$15,769,500	\$16,706,420	67.59%	4.76%
Operating Costs	2,400,989	2,738,705	2,584,455	2,826,120	11.43%	3.19%
Outside Services	921,732	959,975	1,689,450	1,200,675	4.86%	25.07%
Equipment Rental	769,470	698,245	698,245	787,120	3.18%	12.73%
Capital Items	536,535	899,095	878,835	2,696,250	10.91%	199.88%
Transfers Out	840,000	610,000	610,000	500,000	2.02%	-18.03%
TOTAL EXPENDITURES	\$20,663,573	\$21,852,705	\$22,230,485	\$24,716,585	100.00%	13.11%

GENERAL FUND

DEPARTMENT:
Capital Outlay

FUNCTION:
Other

Activity Description:

This activity identifies major building projects and capital items financed by the General Fund.

BUDGET SUMMARY				
<u>Account Classification</u>	<u>2018 Actual</u>	<u>2019 Original Budget</u>	<u>2019 Projected Total</u>	<u>2020 Budget</u>
Capital Items	\$379,091	\$412,900	\$394,090	\$2,610,000
	<u>\$379,091</u>	<u>\$412,900</u>	<u>\$394,090</u>	<u>\$2,610,000</u>

Capital Items: Includes all General Fund capital acquisitions of \$5,000 or greater.

2019 BUDGET

Information Services	Computer workstations	6,200
	Hardware	51,000
	Computer upgrades	0
	Network upgrades	43,000
	Server upgrades	12,000
	Mobile Data Units	390
	Phone system	11,500
	Total Information Services	\$124,090
Professional Services	Municipal building HVAC design services	150,000
	Total Professional Services	\$150,000
Construction/Improvements	Repair Sink Hole / Catch Basin	6,500
	Upgrade Computers for Fire	18,500
	Replace HVAC South Fire Station - 3 Units	45,000
	Drainage improvements rear entrance North Fire	50,000
	Total Construction/Improvements	120,000
	2019 TOTAL CAPITAL OUTLAY BUDGETED	<u>\$394,090</u>

2020 BUDGET

Information Services	Computer workstations	5,500
	Hardware	60,000
	Network upgrades	86,500
	Server upgrades	8,000
	Mobile Data Units	15,000
	Total Information Services	\$175,000
Professional Services	Municipal building HVAC	2,200,000
	Total Professional Services	\$2,200,000
Construction/Improvements	Replace Front Ramp South Fire Station	75,000
	Remodel Municipal Building Break Areas	20,000
	Replace Municipal Building Windows	30,000
	Solar and Green Project	110,000
	Total Construction/Improvements	235,000
	2020 TOTAL CAPITAL OUTLAY BUDGETED	<u>\$2,610,000</u>

PERSONNEL SUMMARY

(Not Applicable)

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ADOPTED BUDGET	2019 PROJECTED ACTIVITY	2020 RECOMMENDED BUDGET
101-750.759-974.000	CONSTRUCTION/IMPROVEMENTS	7,545	400,000	400,000	
Totals for dept 750.759 - Park Development		7,545	400,000	400,000	
Dept 750.775 - COMMUNITY ACTIVITIES					
101-750.775-880.000	COMMUNITY PROMOTION	720	20,000	20,000	10,000
101-750.775-883.000	MEALS ON WHEELS		4,000	4,000	4,000
101-750.775-886.000	COMMUNITY BAND	1,700	1,700	1,700	1,700
101-750.775-889.000	LAKE LANSING CLEAN UP	10,000	10,000	10,000	10,000
Totals for dept 750.775 - COMMUNITY ACTIVITIES		12,420	35,700	35,700	25,700
Dept 750.806 - CABLE TV					
101-750.806-701.000	SALARIES				156,800
101-750.806-706.000	OVERTIME				2,000
101-750.806-709.000	ICMA CONTRIBUTION				250
101-750.806-710.000	LONGEVITY				960
101-750.806-714.000	FICA				12,240
101-750.806-715.000	HEALTH INSURANCE				4,600
101-750.806-715.010	FLEXIBLE BENEFIT				13,500
101-750.806-716.000	LIFE/DISABILITY INSURANCE				940
101-750.806-717.000	PENSION				15,900
101-750.806-717.500	VantageCare				3,150
101-750.806-718.000	WORKERS COMPENSATION				785
101-750.806-728.000	OPERATING SUPPLIES				500
101-750.806-750.000	PUBLICATIONS				4,000
101-750.806-820.000	CONTRACTUAL SERVICES				91,900
101-750.806-825.000	PROFESSIONAL CONFERENCES/DUES				685
101-750.806-870.000	MILEAGE				100
101-750.806-880.000	COMMUNITY PROMOTION				1,000
101-750.806-890.000	Special Events				3,000
101-750.806-936.000	EQUIPMENT MAINTENANCE				500
101-750.806-955.000	MISCELLANEOUS				500
101-750.806-980.010	VIDEO PRODUCTION EQUIPMENT				1,200
Totals for dept 750.806 - CABLE TV					314,510
Dept 850.882 - ASSOCIATIONS AND AUTHORITIES					
101-850.882-825.010	CONVENTION/VISITORS BUREAU	3,675	3,700	3,675	3,700
101-850.882-825.020	TRI-COUNTY REGIONAL PLANNING	21,307	21,000	21,500	22,000
101-850.882-825.060	MICHIGAN TOWNSHIPS ASSOCIATION	6,536	6,700	6,820	6,900
101-850.882-825.080	MICHIGAN MUNICIPAL LEAGUE	8,188	8,300	8,370	8,500
101-850.882-825.095	LEAP INC	15,000	15,000	15,000	15,000
Totals for dept 850.882 - ASSOCIATIONS AND AUTHORITIES		54,706	54,700	55,365	56,100
Dept 900.901 - CAPITAL OUTLAY					
101-900.901-821.000	PROFESSIONAL SERVICES		150,000	150,000	
101-900.901-974.000	CONSTRUCTION/IMPROVEMENTS	184,105	130,000	120,000	2,435,000
101-900.901-980.015	New Computer Workstations	3,657	6,400	6,200	5,500
101-900.901-980.020	HARDWARE	81,859	55,000	51,000	60,000
101-900.901-980.030	Computer Upgrades	1,457			
101-900.901-980.040	Network Upgrades	248	43,000	43,000	86,500
101-900.901-980.050	Server Upgrades		16,000	12,000	8,000
101-900.901-980.070	Mobile Data Units	27,798		390	15,000
101-900.901-980.080	PHONE SYSTEMS	79,967	12,500	11,500	
Totals for dept 900.901 - CAPITAL OUTLAY		379,091	412,900	394,090	2,610,000
Dept 965.966 - OPERATING TRANSFERS OUT					
101-965.966-999.008	TRANSFER-OUT TO LOCAL ROADS FUND	550,000	400,000	400,000	250,000
101-965.966-999.009	TRANSFER OUT TO MP FOR POLICE & FIRE	290,000	210,000	210,000	250,000
Totals for dept 965.966 - OPERATING TRANSFERS OUT		840,000	610,000	610,000	500,000

GL NUMBER	DESCRIPTION	2018 ACTIVITY	2019 ADOPTED BUDGET	2019 PROJECTED ACTIVITY	2020 RECOMMENDED BUDGET
TOTAL APPROPRIATIONS		20,663,585	21,852,705	22,230,485	24,716,585
NET OF REVENUES/APPROPRIATIONS - FUND 101		1,104,055	(591,660)	(239,525)	(1,702,230)
BEGINNING FUND BALANCE		6,857,233	7,961,288	7,961,300	7,721,775
ENDING FUND BALANCE		7,961,288	7,369,628	7,721,775	5,909,545



To: Township Board Members
**From: Derek N. Perry, Deputy Township Manager
Director of Public Works & Engineering**
Date: September 12, 2019
Re: 2019 Local Road Program

This summer the 2018 paving work that was delayed from the previous year was completed successfully. The majority of the paving was completed using the Hot-In-Place-Recycling method at a cost of \$741,833 and provided 3.1 miles of new pavement.

For 2019, we have several projects, that upon completion, will provide for an additional two (2) miles of new paving in the Township. A historical paving map from 2014 to 2019 is attached for your review. All scheduled 2019 work is in orange on the map.

Towner Road- This long delayed project to allow for the construction of the park, started earlier this summer. It will be a complete reconstruction of the road from Saginaw Highway to Marsh Road upon completion. The estimated project cost is \$512,000 and will provide improved paved shoulders along the roadway for biking and walking. Completion of the project is expected by the end of October.

Hagadorn/Birch Row- As part of the County's Lake Lansing Road diet project, we will be coordinating paving work on the local road section of Hagadorn Road. By using the same contractor for the work, we were able to leverage pricing on the needed pavement work. In addition to Hagadorn Road, we will also be paving a section of Birch Row after the County replaces a culvert. The project is estimated at \$264,500 and will be completed by the summer of 2020.

Cul-de-sacs- We have identified five cul-de-sacs with PASER ratings of 2 that we would like to resurface with our remaining 2019 local road budget yet this year. The work would include removing and replacing 3.5 inches of asphalt at each location and is estimated at \$367,000. Most of our previous paving work did not allow cul-de-sacs much attention, and we would like to catch up on a few if we can confirm a contractor.

Proposed Motion:

“Authorize the Deputy Township Manager to reaffirm our commitment to the Towner Road and Lake Lansing/Hagadorn Road project and proceed with the 2019 cul-de-sac paving work as outlined in the memorandum”.

Meridian Township Local Street Paving (2014-2019)

Legend

Total Miles Paved in Each Community (2014-2019)

- EAST LANSING (6.3 mi)
- HASLETT (5.4 mi) (6.3 mi*)
- OKEMOS (8.1 mi)

Total Miles Paved in Meridian Township

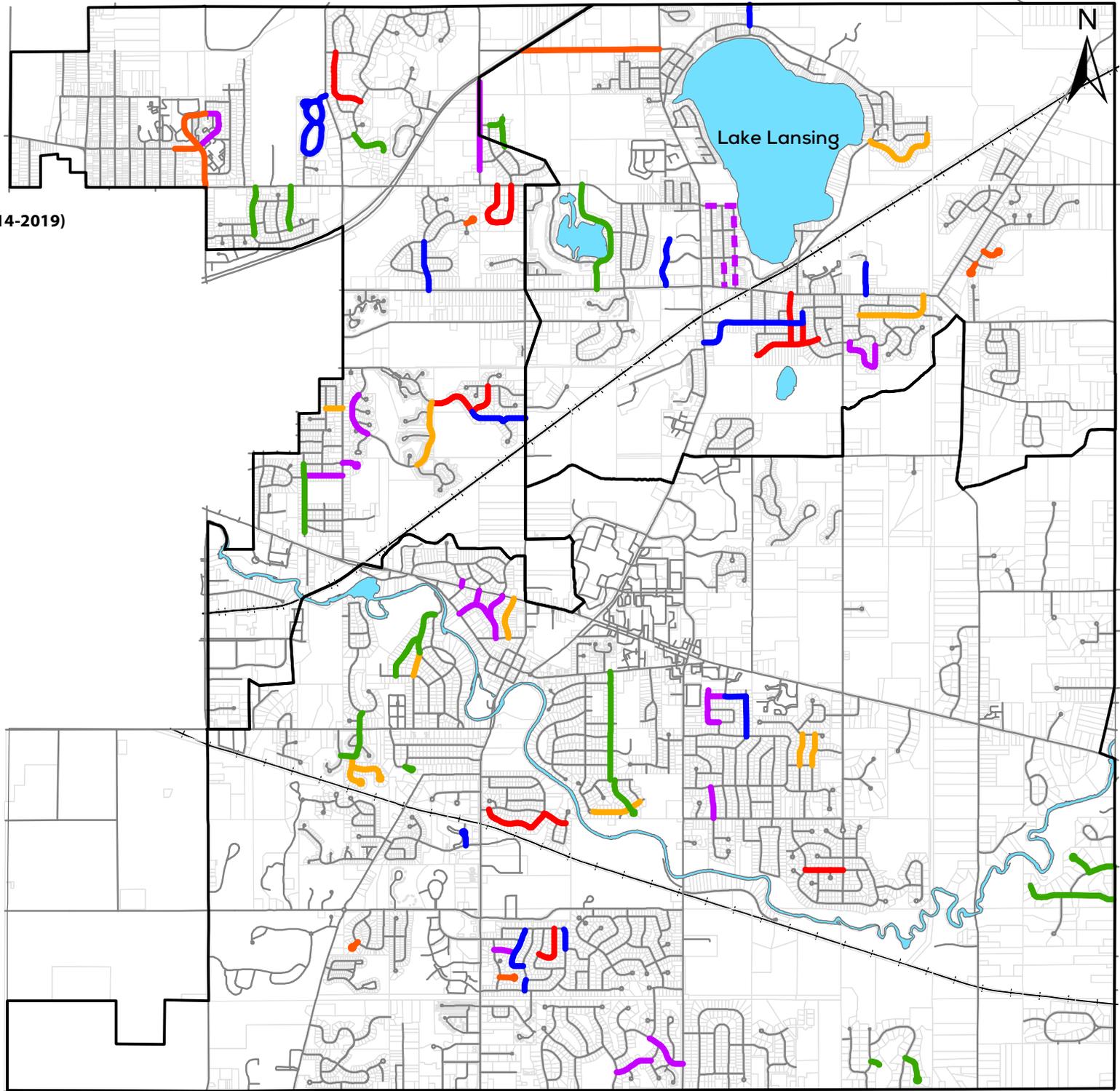
- 2019 (2.0 mi)
- 2018 (3.1 mi)
- 2017 (2.8 mi)
- 2016 (3.4 mi) (4.2 mi*)
- 2015 (4.9 mi)
- 2014 (3.6 mi)

East Lansing Streets Okemos Streets

- | | |
|---|---|
| — 2019 (0.8 mi) | — 2019 (0.2 mi) |
| — 2018 (1.4 mi) | — 2018 (1.0 mi) |
| — 2017 (0.5 mi) | — 2017 (1.5 mi) |
| — 2016 (1.1 mi) | — 2016 (1.7 mi) |
| — 2015 (1.1 mi) | — 2015 (2.9 mi) |
| — 2014 (1.5 mi) | — 2014 (0.9 mi) |

Haslett Streets

- 2019 (1.0 mi)
- 2018 (0.8 mi)
- 2017 (0.9 mi)
- 2016 (0.6 mi)
- - - Planned (0.8 mi)
- 2015 (0.9 mi)
- 2014 (1.2 mi)



* Includes Planned Work



To: Township Board

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

Mark Kieselbach, Director of Community Planning and Development

Date: September 12, 2019

Re: Okemos Road Bridge Replacement

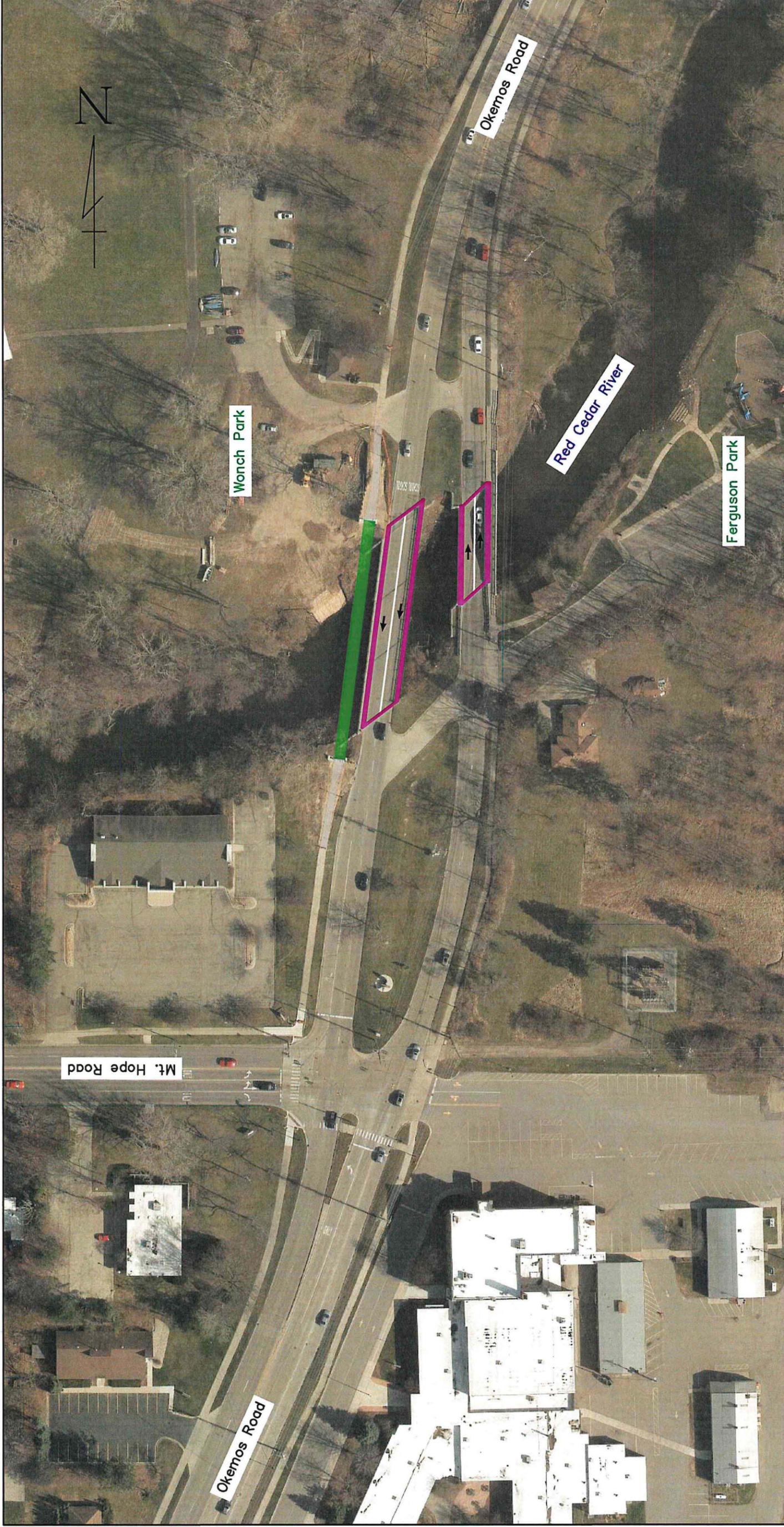
Since June, the Transportation Commission has been reviewing alternatives for the replacement of the two bridges on Okemos Road crossing the Red Cedar River north of Mt. Hope Road. At the June 27th meeting of the Transportation Commission the staff from the Ingham County Road Department provided four alternatives for our input:

- Alternative 1 – Reconstruct and Rehabilitate Bridges on Existing Alignment.
- Alternative 2 – Build a New Bridge on New Alignment and Maintain Camelback Bridge.
- Alternative 3 – Build a New Bridge on New Alignment and Remove Camelback Bridge.
- Alternative 4 – Build Two New Bridges on Existing Alignment and Remove Both Existing Bridges.

While the Transportation Commission preference was Alternative 3, the estimated cost was over \$7.1 million. This option would have required financial participation of the Township of approximately \$1.5-\$2 million. The Commission requested the Ingham County Road Department and Township staff to work together to re-evaluate the alternative to align with the available budget. In August, the Ingham County Road Department presented to the Commission what is being called the “Preferred Alternative”. The Preferred Alternative includes: removal of the two existing bridges, the construction of a single five-lane bridge (center turn lane to service the park entrances), an eight foot wide north bound sidewalk and preservation of significant green space in the median north and south of the new bridge. This option would eliminate the need to purchase additional right-of-way from the property owner (Ghulam Sumbal) to the east. The preferred alternative also preserves the possibility of a pedestrian pathway being constructed under the bridge to connect Wonch and Ferguson Parks. The estimate for the Preferred Alternative is \$5.7 million and within the State and Federal funding that the County has available for the bridge replacement project.

Because the preferred alternative retained all of the desirable characteristics of both alternatives 3 and 4, and is within the available budget, The Transportation Commission voted to recommend the Township Board support the Preferred Alternative. After the Board takes action on the Preferred Alternative, the Ingham County Road Department will hold another informational hearing for the public to review and comment on the design.

- Attachments:**
1. Alternatives June 2019
 2. Preferred Alternative July 2019



OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



FIGURE 1
ALTERNATIVE 1

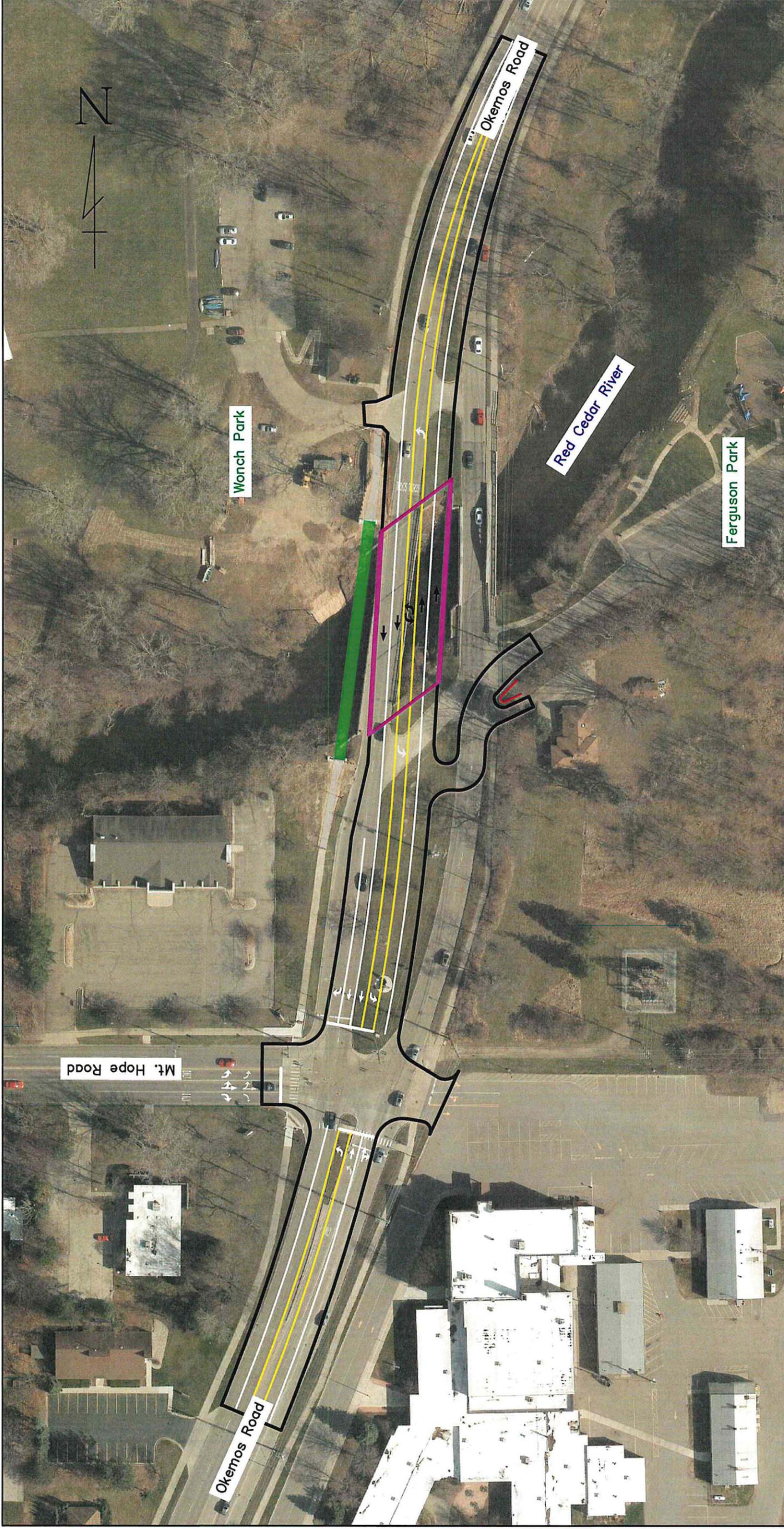


June 2109

LEGEND

- EXISTING PEDESTRIAN BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING SIDEWALK
- PROPOSED SIDEWALK

- PROPOSED BRIDGE WORK
- PROPOSED ROADWAY
- PROPOSED PAVEMENT MARKING
- PROPOSED RETAINING WALL



OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



FIGURE 2
ALTERNATIVE 2

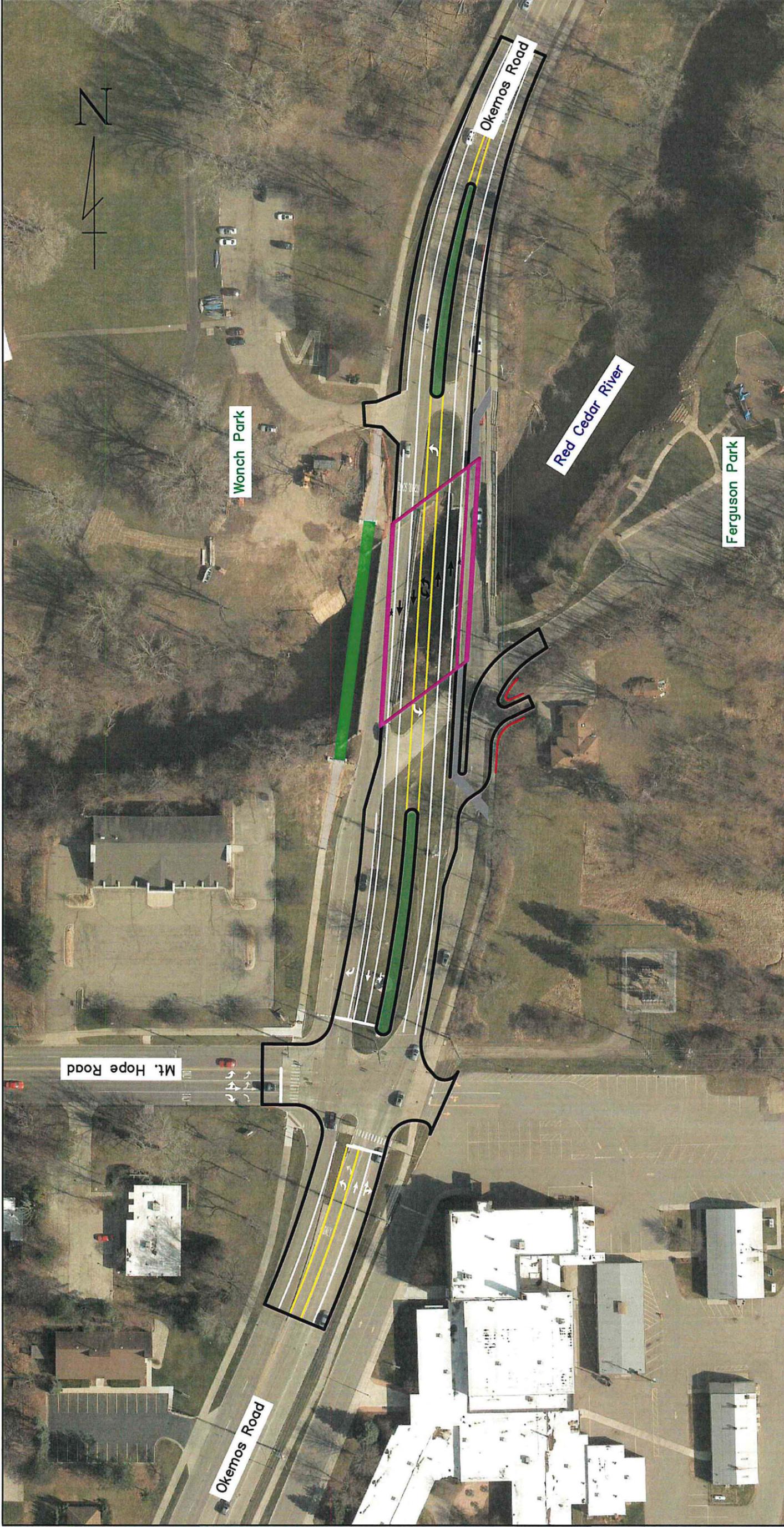


June 2109

LEGEND

- EXISTING PEDESTRIAN BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING SIDEWALK
- PROPOSED SIDEWALK

- PROPOSED BRIDGE WORK
- PROPOSED ROADWAY
- PROPOSED PAVEMENT MARKING
- PROPOSED RETAINING WALL



OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



FIGURE 3
ALTERNATIVE 3

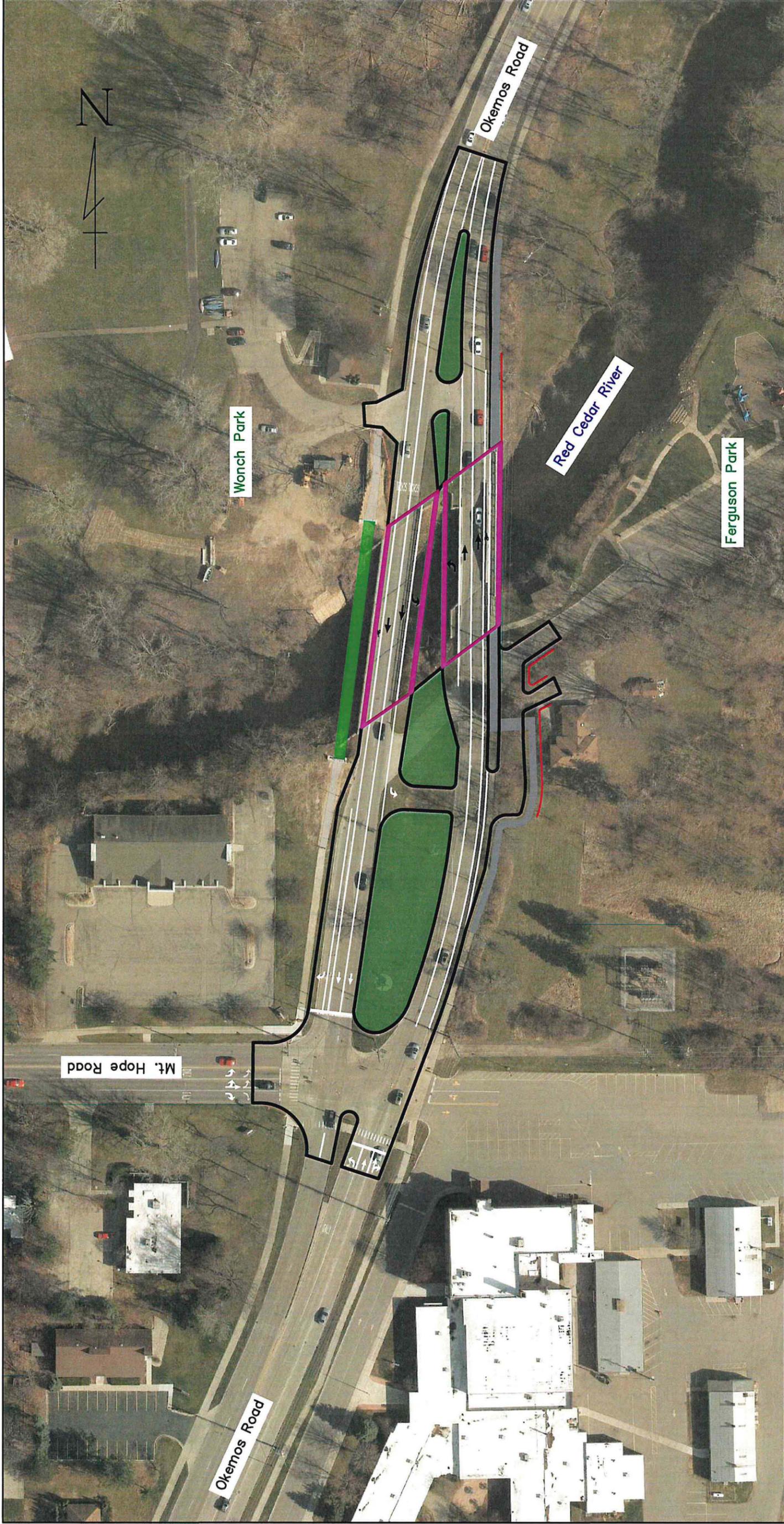


June 2109

LEGEND

- EXISTING PEDESTRIAN BRIDGE
- EXISTING RIGHT-OF-WAY
- EXISTING SIDEWALK
- PROPOSED SIDEWALK

- PROPOSED BRIDGE WORK
- PROPOSED ROADWAY
- PROPOSED PAVEMENT MARKING
- PROPOSED RETAINING WALL



OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



FIGURE 4
ALTERNATIVE 4

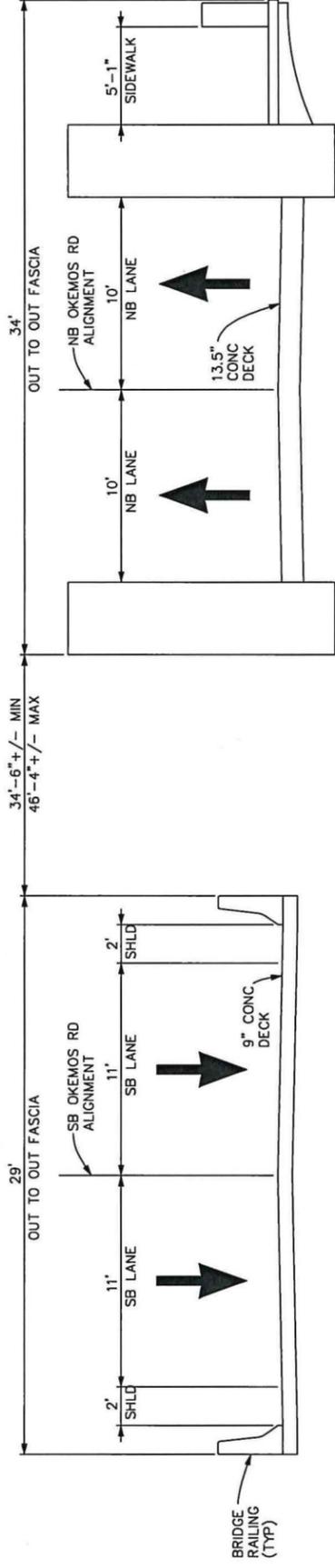


June 2109

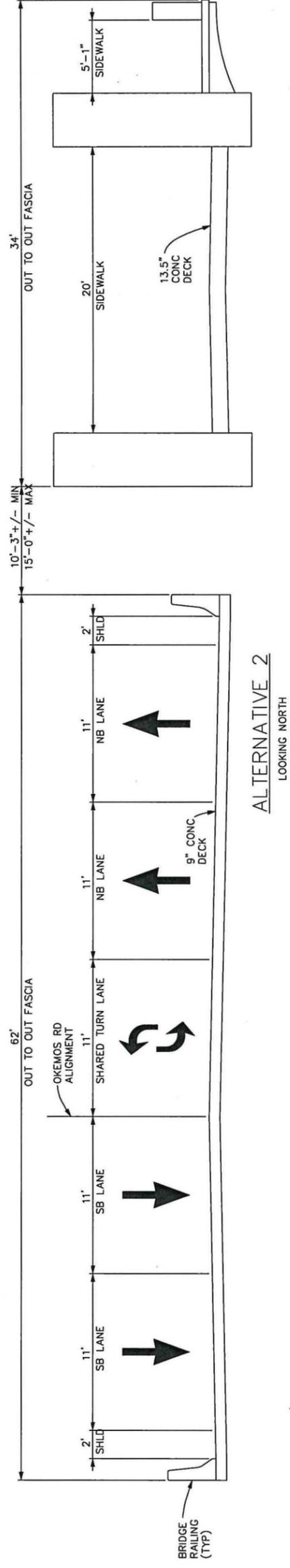
LEGEND

-  EXISTING PEDESTRIAN BRIDGE
-  EXISTING RIGHT-OF-WAY
-  EXISTING SIDEWALK
-  PROPOSED SIDEWALK

-  PROPOSED BRIDGE WORK
-  PROPOSED ROADWAY
-  PROPOSED PAVEMENT MARKING
-  PROPOSED RETAINING WALL



ALTERNATIVE 1



ALTERNATIVE 2

OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



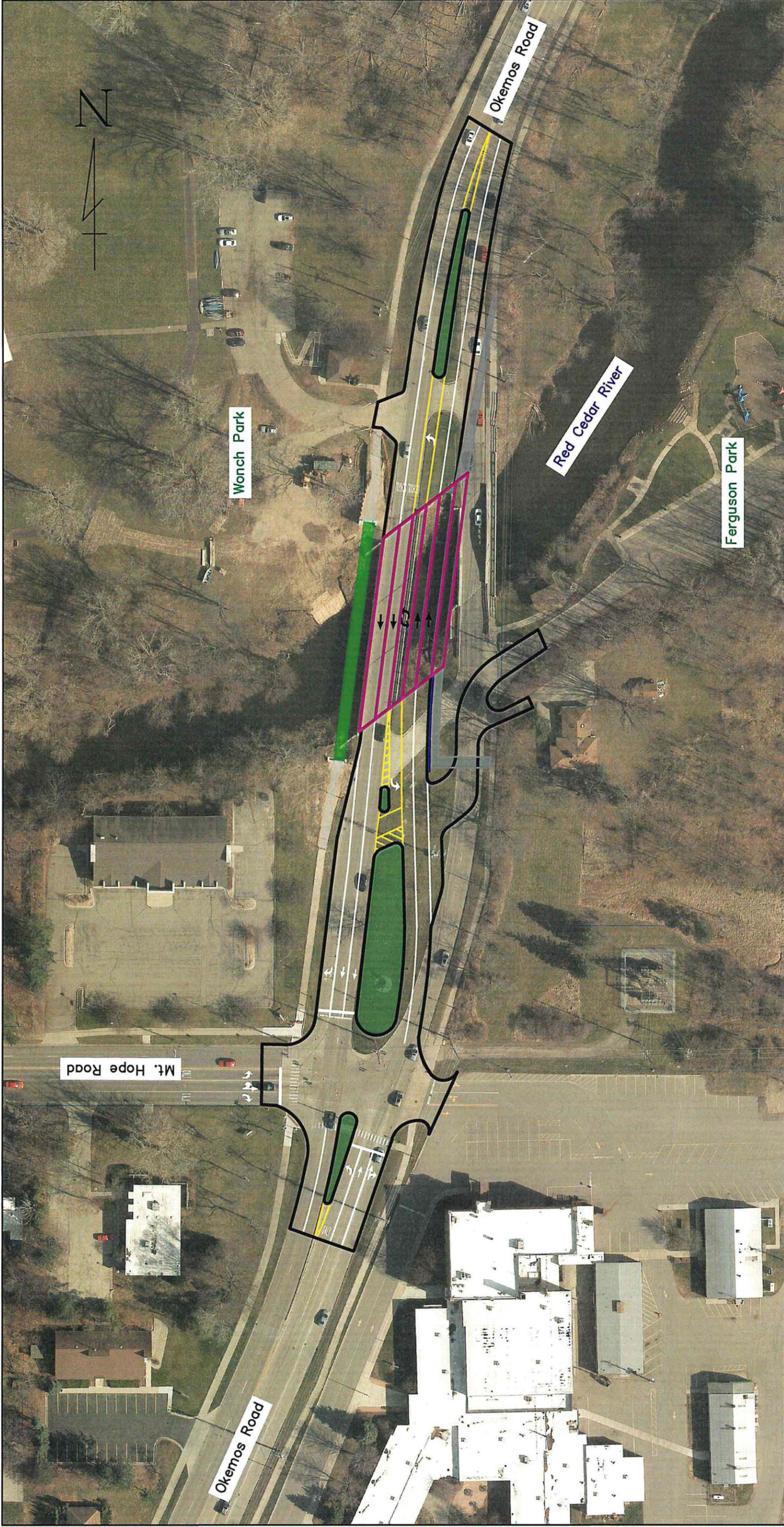
FIGURE 5
PROPOSED ALTERNATIVE CROSS SECTIONS

June 2109

ALTERNATIVES EVALUATION

Alternatives					
Evaluation Criteria	Comments	Alternative 1 Reconstruct and Rehabilitate Bridges on Existing Alignment	Alternative 2 Build New Bridge on New Alignment – Maintain Camelback Bridge	Alternative 3 Build New Bridge on New Alignment – Remove Camelback Bridge	Alternative 4 Build New Bridges on Existing Alignment – Remove Camelback Bridge
Functionality and Structural	Degree to which alternatives address structural deficiencies and meet current design standards	Low to Moderate Aesthetic deficiencies of northbound bridge would be rehabilitated. Northbound bridge would not meet current design standards or load requirements but would remain vehicular bridge. The southbound bridge would be reconstructed to meet current design standards.	High Aesthetics deficiencies of northbound bridge would be rehabilitated & adequately restored to serve as a pedestrian bridge. Bridge would retain its integrity. A new single, five-lane vehicular bridge would be constructed to meet current design standards.	High A new single five-lane bridge would be constructed to meet current design standards. Bridge would include northbound pedestrian facility. Both bridges would be demolished.	High Two new three-lane bridges would be constructed on the existing alignments to meet current design standards. Both bridges would be demolished.
Safety	Degree to which alternatives maintain safe and efficient traffic flow of vehicles, bicycles, and pedestrians along Okemos Road	Low to Moderate Maintains existing roadway/laneage and pedestrian facilities. New southbound bridge would meet current design standards. Northbound bridge would not meet current design standards or load requirements.	High Meets current design standards. Provides left turn lane into parks and provides pedestrian median at Mt. Hope/Okemos intersection.	High Meets current design standards. Provides left turn lane into parks & right-turn lane into Ferguson Park. Provides pedestrian median at Mt. Hope/Okemos intersection.	High Meets current design standards. Provides left turn lane into parks & right-turn lane into Ferguson Park. Maintains pedestrian median at Mt. Hope/Okemos intersection.
Local Access/Community Impacts	Degree to which alternatives impact access to local roads, residences, schools, parks, and businesses	Low to Moderate Maintains existing access to parks via median crossover. Access to residence, school, and business, and Mt. Hope/Okemos intersection remains unchanged. Temporary access impacts during construction.	Low Provides direct access to parks & residence via left turn lane. Mt. Hope/Okemos intersection remains unchanged. Minimal community impacts. Temporary access impacts during construction.	Low Provides direct access to parks & residence via left turn lane. Mt. Hope/Okemos intersection remains unchanged. Minimal community impacts. Temporary access impacts during construction.	Low to Moderate Provides access to parks & residence via, median crossover, & service drive. Minimal community impacts. Temporary access impacts during construction.
Environmental Impacts	Degree to which alternatives impact surrounding resources (e.g., wetlands, cultural resources, noise, streams, biotic communities, etc.)	Low Minimal environment impacts	Low Minimal environment impacts	Low to moderate Requires demolition of camelback bridge. Temporary grading impact at parks. Other environmental impacts minimal.	Low to moderate Requires demolition of camelback bridge. May require full acquisition of residence. Temporary grading impact at Wonch Park & permanent right-of-way impacts at Ferguson Park (Section 4(f) & 6(f) impacts). Other environmental impacts minimal.
Right-of-Way Acquisition	Impacts to parcels, businesses, schools, parks, and residences caused by construction of project	Low No residential or business relocations No right-of-way acquisitions	Low to Moderate No residential or business relocations. No right-of-way acquisitions. Would require temporary grading permits at parks & residence.	Low to Moderate No residential or business relocations. May require minor right-of-way acquisition at residential home. Would require temporary grading permits at parks & residence.	Moderate No business relocations. May require full acquisition of residence. Temporary grading impact at Wonch Park. Right-of-way acquisition at Ferguson Park.
Planning Level Construction Cost	Includes construction, engineering costs for bridge and roadway improvements. Year 2019 dollars	\$3,032,000	\$5,788,000	\$7,106,000	\$7,625,000 (does not include cost of right-of-way/residential acquisition, assessed value \$55,600)
Hydraulic Improvements	Degree to which alternatives would reduce restrictions within the river and reduce backwater surface elevations	Low Existing northbound bridge abutments would remain in the river channel, disrupting and restricting natural flow of the river. Results in higher backwater surface elevations, increasing the potential of upstream flooding.	Low Existing northbound bridge abutments would remain in river channel, disrupting and restricting natural flow of river. Results in higher backwater surface elevations, increasing potential of upstream flooding. New bridge would span river channel.	High Northbound bridge abutments would be removed from stream channel, reducing backwater surface elevation. New bridge would span river channel.	High Northbound bridge abutments would be removed from stream channel, reducing backwater surface elevation. New bridges would span river channel.
Non-motorized Facilities	Degree to which alternatives accommodate bicyclists and pedestrians	Moderate Existing pedestrian bridge on west side of Okemos Road and sidewalk on east of camelback bridge would remain.	Moderate to High Existing pedestrian bridge on west side of Okemos Road would remain. Northbound bridge would be used as pedestrian bridge.	High Existing pedestrian bridge would remain. Provides pedestrian facility and on-street bike lanes on new bridge. May provide opportunity for pedestrian path between parks under bridge.	High Existing pedestrian bridge would remain. Provides pedestrian facility on northbound bridge and on-street bike lanes on both bridges. May provide opportunity for pedestrian path between parks under bridge.

Notes: The low/moderate/high rankings provide a qualitative comparison of relative impacts among the alternatives. These rankings were based on the professional judgment of the interdisciplinary project team. The alternative(s) which best address each individual evaluation criteria are highlighted in green.



OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



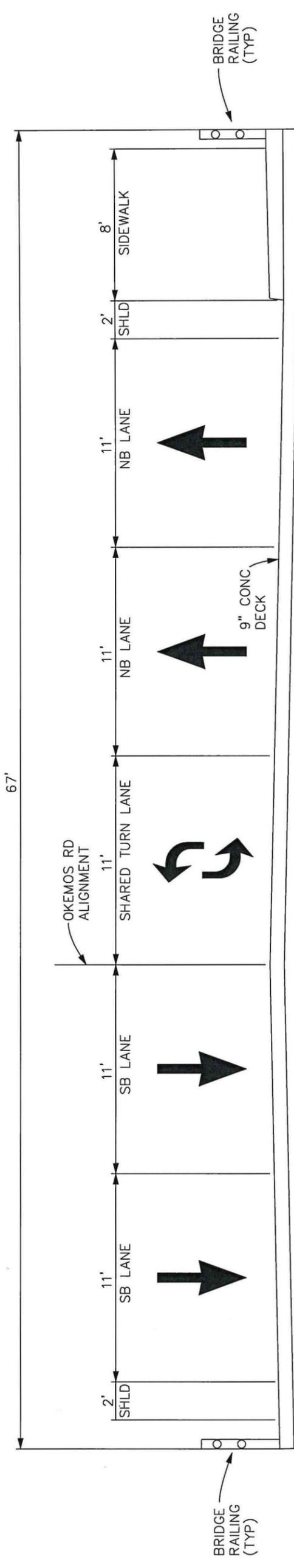
FIGURE 1
PREFERRED ALTERNATIVE



JULY 2019

LEGEND

-  EXISTING PEDESTRIAN BRIDGE
-  EXISTING RIGHT-OF-WAY
-  EXISTING SIDEWALK
-  PROPOSED BRIDGE WORK
-  PROPOSED ROADWAY
-  PROPOSED PAVEMENT MARKING
-  PROPOSED SIDEWALK
-  PROPOSED RETAINING WALL



PREFERRED ALTERNATIVE

LOOKING NORTH

OKEMOS ROAD BRIDGE
IMPROVEMENT PROJECT
ENVIRONMENTAL ASSESSMENT



FIGURE 2
PREFERRED ALTERNATIVE CROSS SECTION

JULY 2019

ALTERNATIVES EVALUATION

Alternatives				
	Alternative 1 Reconstruct and Rehabilitate Bridges on Existing Alignment	Alternative 2 Build New Bridge on New Alignment – Maintain Camelback Bridge	Alternative 3 Build New Bridge on New Alignment – Remove Camelback Bridge	Alternative 4 Build New Bridges on Existing Alignment – Remove Camelback Bridge
Evaluation Criteria				
Functionality and Structural	Degree to which alternatives address structural deficiencies and meet current design standards	Aesthetics deficiencies of northbound bridge would be rehabilitated. Northbound bridge would not meet current design standards or load requirements but would remain vehicular bridge. The southbound bridge would be reconstructed to meet current design standards.	High Aesthetics deficiencies of northbound bridge would be rehabilitated & adequately restored to serve as a pedestrian bridge. Bridge would retain its integrity. A new single, five-lane vehicular bridge would be constructed to meet current design standards.	High Two new three-lane bridges would be constructed on the existing alignments to meet current design standards. Both bridges would be demolished.
Safety	Degree to which alternatives maintain safe and efficient traffic flow of vehicles, bicycles, and pedestrians along Okemos Road	Low to Moderate Maintains existing roadway/laneage and pedestrian facilities. New southbound bridge would meet current design standards. Northbound bridge would not meet current design standards or load requirements.	High Meets current design standards. Provides left turn lane into parks and provides pedestrian median at Mt. Hope/Okemos intersection.	High Meets current design standards. Provides left turn lane into parks & and right-turn lane into Ferguson Park. Maintains pedestrian median at Mt. Hope/Okemos intersection.
Local Access/Community Impacts	Degree to which alternatives impact access to local roads, residences, schools, parks, and businesses	Low to Moderate Maintains existing access to parks via median crossover. Access to residence, school, and business, and Mt. Hope/Okemos intersection remains unchanged. Temporary access impacts during construction.	Low Provides direct access to parks & residence via left turn lane. Mt. Hope/Okemos intersection remains unchanged. Minimal community impacts. Temporary access impacts during construction.	Low to Moderate Provides access to parks & residence via, median crossover, & service drive. Minimal community impacts. Temporary access impacts during construction.
Environmental Impacts	Degree to which alternatives impact surrounding resources (e.g., wetlands, cultural resources, noise, streams, biotic communities, etc.)	Low Minimal environment impacts	Low to moderate Requires demolition of camelback bridge. Temporary grading impact at parks. Other environmental impacts minimal.	Low to moderate Requires demolition of camelback bridge. May require full acquisition of residence. Temporary grading impact at Wonch Park & permanent right-of-way impacts at Ferguson Park (Section 4(f) & 6(f) impacts). Other environmental impacts minimal.
Right-of-Way Acquisition	Impacts to parcels, businesses, schools, parks, and residences caused by construction of project	Low No residential or business relocations No right-of-way acquisitions	Low to Moderate No residential or business relocations. No right-of-way acquisitions. Would require temporary grading permits at parks & residence.	Moderate No business relocations. May require full acquisition of residence. Temporary grading impact at Wonch Park. Right-of-way acquisition at Ferguson Park.
Planning Level Construction Cost	Includes construction, engineering costs for bridge and roadway improvements. Year 2019 dollars	\$3,134,000	\$5,706,000	\$7,499,000 (does not include cost of right-of-way/residential acquisition, assessed value \$55,600)
Hydraulic Improvements	Degree to which alternatives would reduce restrictions within the river and reduce backwater surface elevations	Low Existing northbound bridge abutments would remain in the river channel, disrupting and restricting natural flow of the river. Results in higher backwater surface elevations, increasing the potential of upstream flooding.	High Northbound bridge abutments would be removed from stream channel, reducing backwater surface elevation. New bridge would span river channel (no abutments in river channel). New bridge would require a pier in the river channel.	High Northbound bridge abutments would be removed from stream channel, reducing backwater surface elevation. New bridge would span river channel (no abutments in river channel). New bridge would require a pier in the river channel.
Non-motorized Facilities	Degree to which alternatives accommodate bicyclists and pedestrians	Moderate Existing pedestrian bridge on west side of Okemos Road and sidewalk on east of camelback bridge would remain.	High Existing pedestrian bridge would remain. Provides pedestrian facility on new bridge. May provide opportunity for pedestrian path between parks under bridge.	High Existing pedestrian bridge would remain. Provides pedestrian facility on northbound bridge and on-street bike lanes on both bridges. May provide opportunity for pedestrian path between parks under bridge.

Notes: The low/moderate/high rankings provide a qualitative comparison of relative impacts among the alternatives. These rankings were based on the professional judgment of the interdisciplinary project team. The alternative(s) which best address each individual evaluation criteria are highlighted in green. Preferred Alternative



13. B.

To: Township Board Members
**From: Derek N. Perry, Deputy Township Manager
Director of Public Works & Engineering**
Date: September 12, 2019
Re: Newton Road Water Tower Attachment Agreement

Earlier this year we were contacted by the Lansing Board of Water and Light to discuss the interest of the Township in allowing an antenna to be placed on our north water tower. The antenna would be used for their new meter reading system for customers in Bath Township. Unlike the south water tower, we do not have any antennas attached to the Newton Road structure.

The proposed term would be for twenty-five (25) years and include a ten (10) year renewal clause that is subject to future negotiations. Standard liability and indemnification clauses have been included in the agreement by the Township's attorney.

Compensation for the use of the Newton Road Water Tower would be the cost of the installation of a safety handrail, including associated engineering costs at the top of the tank (166 feet above the ground elevation). The draft agreement currently has a figure of up to \$32,000, but this is subject to increase as determined by the cost of the actual work performed. The final reimbursement amount will be reflected in the agreement presented for action at a future meeting.

Normally these types of agreement have a monthly rental charge, but because we are in need of a handrail, we felt this was an opportunity to provide an immediate safety enhancement to our tank for our employees at no cost to the utility customers, and provide a benefit to our partners at the City of Lansing.

Proposed Motion when presented for ACTION:

“Authorize the Township Manager to execute the Nonexclusive Water Tower Attachment Agreement between the Charter Township of Meridian and the Board of Water and Light of the City of Lansing as presented.”

NONEXCLUSIVE WATER TOWER ATTACHMENT AGREEMENT

THIS NONEXCLUSIVE WATER TOWER ATTACHMENT AGREEMENT (“Agreement”), is made and entered into this ___ day of____, 2019, by and between **Meridian Charter Township**, a Michigan municipal corporation, with its principal address at 5151 Marsh Road, Okemos, Michigan 48864 (the “Township”), and the **Board of Water and Light of the City of Lansing**, an agency of the City of Lansing with its principal address at 1232 Haco Drive, Lansing, Michigan 48912 (the “Tenant”) (collectively, the “Parties”).

RECITALS

WHEREAS, Tenant desires to attach and operate an antenna on the water tower located on Township’s property at 6281 Newton Road (the “Tower”).

For and in consideration of the premises and the covenants herein contained, the Parties, intending to be legally bound, agree as follows:

1. Premises. The Tower is located at 6281 Newton Road in Meridian Charter Township, Ingham County, Michigan (the “Premises”).
2. Tenant's Use. The Township hereby grants the non-exclusive right to Tenant to attach and operate a single antenna (with collector) on the Tower, as described and located in accordance with the schematic attached hereto as Exhibit A (the “Equipment”). The attachment of additional antennas to the Tower by Tenant will require advance written approval from the Township, which may charge Tenant for any additional antenna attachments.

Tenant, at Tenant's own cost and expense, shall install and maintain the Equipment in good repair, condition, and working order and shall use the Equipment and occupy the Premises in accordance with all applicable federal, state and local laws, regulations, rules, ordinances, rulings, and codes, in a careful and proper manner, and shall not alter the Tower or Premises or Equipment without Township's prior written consent except as specifically provided for in this Agreement. If the manufacturer of the Equipment has provided a standard maintenance schedule for the Equipment, Tenant shall maintain the Equipment and follow such schedule as the minimum maintenance compliance. Tenant will also be required upon written request, to supply Township with evidence of compliance to any such maintenance schedule.

The Township reserves the right to inspect the Equipment, Tower, or Premises at any reasonable time. This Agreement is non-transferrable, and no persons or entities other than Tenant may use, store or operate the Equipment without the express, written consent of Township. The foregoing notwithstanding, Tenant’s assignment to another division of the City of Lansing shall be permitted with advance, written notice by Tenant.

The Equipment shall remain the sole and exclusive property of Tenant, and the Township shall have no right, title, or interest therein. A detailed written description of the Equipment along with serial numbers shall be attached to this Agreement as Exhibit A.

3. Access. Tenant's right to use the Tower and Premises as herein provided shall be only for the purpose expressed in this Agreement, and Tenant shall not have the right to permit others to use the Tower or Premises, directly or indirectly, for any other purpose. During the term of this Agreement, Tenant shall have the right of reasonable ingress and egress to the Tower and Premises for the purpose of maintenance, installation, replacements, and repairs to the Equipment at such times and on such basis as is reasonably agreeable to the Township, except in the event of an emergency, when Tenant shall have unfettered access. It is further agreed, however, that only Tenant, its agents or contractors, will be permitted by Tenant to install or remove Tenant's Equipment or to enter or climb the Tower itself. All personnel accessing the Tower and Premises on behalf of Tenant shall use proper safety equipment at all times and shall notify the Township in advance of each entry or access to the Tower or Premises, including the date and time of each entry, except in the event of an emergency. Tenant shall obtain the key from the Township for entrance and access to the Tower and Premises and shall not duplicate or copy the key in any way.

4. Township's Use. The Township shall have the right to continue to use the Tower and Premises for Township's municipal purposes, including operation and maintenance of the water system, Tower, and Premises. The Township shall have the right to use and to allow attachments to the Tower and Premises for any other new or additional uses, including, but not limited to additional antennas. However, in the event the Township's use substantially interferes with the Tenant's use so that Tenant does not have access to the Equipment when needed or the Equipment cannot be used or utilized as part of its utility system, Tenant shall be permitted to terminate this Agreement and shall be reimbursed a prorata share of its Contribution (as defined below), which shall be determined by multiplying the Contribution by the number of years left in the initial Term (as defined below) divided by the number of years in the Term.

5. Prohibited Conduct. Tenant covenants and agrees that the Equipment, including the installation, operation, and maintenance of the Equipment will:

- A. Not interfere with the operation of the Tower or other equipment and improvements currently on or hereafter placed upon said Tower or the Premises, or, unreasonably interfere with any other existing or future tenant's use of the Tower.
- B. Time is of the essence. In the event there is interference to another tenant's use of the Tower caused by the Equipment, and Tenant is notified of same, Tenant will promptly take all steps reasonably necessary to correct and eliminate such interference at Tenant's cost within five (5) days of such notice. If Tenant is unable to eliminate the interference within the five (5) day period, Tenant agrees to immediately cease using such Equipment until such interference is remedied at Tenant's expense, or Tenant shall remove Tenant's Equipment from the Tower and Premises, in which later event this Agreement shall be terminated, in which case Tenant shall be reimbursed for its prorata share of the Contribution as provided above.
- C. Not unreasonably interfere with the repair and maintenance of the Tower, the Tower lighting system, or Premises.

D. Tenant shall assume full responsibility for licensing, operation, installation, repair, and/or maintenance of the Equipment.

6. Term. The initial term of this Agreement shall commence on the _____, 2019, and shall expire twenty-five (25) years thereafter (“Term”). Tenant may renew this Agreement for an additional ten (10) years by providing Township with notice of the renewal at least one (1) year prior to expiration of the initial term. If Tenant provides the Township with such notice, no such renewal shall be effective until the Township and Tenant agree upon a rental rate for Tenant’s Equipment for the next term. If no such agreement is reached before the expiration of the Term, the Agreement shall terminate automatically unless the Township consents in writing to the extend the deadline for reaching a new agreement.

7. Removal of Tenant's Improvements. Upon expiration or termination of this Agreement for any reason, Tenant agrees to remove all Equipment and any property belonging to Tenant installed on the Tower and Premises at its own expense and repair any damage to the Tower and Premises attributable to Tenant’s use, ordinary wear and tear excepted, all within thirty (30) days after such expiration or termination. Tenant's obligations hereunder shall survive such expiration or termination for any reason. If the Equipment and any property belonging to Tenant is not removed from the Tower and Premises, and the Tower and Premises are not returned to the condition required herein upon the termination or expiration of the Agreement within thirty (30) days after expiration or termination for any reason other than the fault of Township, the Township may, at its sole discretion, remove and dispose of the Equipment and any property belonging to Tenant and restore the Tower and Premises to the condition required hereunder. The cost incurred by the Township will be charged to Tenant and paid within thirty (30) days of receipt of an invoice.

8. Reimbursement of Handrail Costs. In lieu of paying rents to the Township for the use of the Tower, Tenant shall reimburse the Township for the cost of construction of a handrail on top of the Tower, including any associated engineering costs of the handrail to be added to the Tower as provided on Exhibit B, up to \$32,000.00. Tenant shall not install the Equipment until the handrail is constructed and the Township has been fully reimbursed by Tenant, in a form of payment reasonably acceptable to the Township, for all costs incurred by the Township associated with said construction as provided in this Section 8.

9. Utilities. Tenant shall not be responsible for the cost of utilities related to its Equipment as same are included in the Reimbursement in Section 8. Tenant represents that the power requirement of Tenant’s Equipment is less than 1 kWh per day.

10. Assignment/Subletting. Tenant shall not transfer, convey, mortgage, encumber, assign or sublet this Agreement, the Tower, Premises or any right, title or interest herein, except to any other division of the City of Lansing. Tenant shall not record this Agreement, a memorandum hereof, or file any notice or evidence of this Agreement in the register of deeds or uniform commercial code records of any state or county.

11. Indemnity. To the extent permitted by law, Tenant does hereby agree to indemnify and save the Township harmless from any claims, demands, costs, expenses, liabilities, or causes of action for property damage, personal injuries, or death caused by Tenant, its members,

employees, agents, contractors, or ostensible agents arising out of Tenant's breach or default of this Agreement, Tenant's use or occupancy of the Tower and/or Premises, and/or the installation, maintenance and operation of the Equipment thereon, except for claims arising out of willful misconduct, gross negligence or intentional wrongful acts of the Township. Occurrence of any loss or damage shall not relieve Tenant of any obligation of this Agreement. Tenant's obligations under this Section 11 survive the expiration or termination of this Agreement.

12. Release. The Parties agree that neither shall be liable and hereby releases the other for personal injuries, property damage, loss of use or other damage of any nature arising out of the loss, destruction or damage to the Premises or Tower, by fire, lightning, theft, vandalism, casualty, acts of God or any cause whatsoever other than for willful misconduct, gross negligence or intentional wrongful acts. However, if such loss results in Tenant not being able to use the Tower, Tenant shall be reimbursed for its prorata share of the Contribution as provided in Section 1 above.

13. Waiver of Subrogation. The Parties hereby waive any and all subrogation rights for negligence against the other which may arise on account of personal injury, property damage, loss of use or other damage to the Parties' respective property resulting from falls, accidents, fire, windstorm, ice storm, lightning, water or any other casualty of the kind normally covered by a standard liability and property damage insurance policy with extended coverage, regardless of whether, or in what amounts, such insurance is now or hereafter covered by the Parties.

14. Tenant Defaults. The following shall be considered events of default by Tenant:

- A. The failure to cure, within fifteen (15) days (or other deadline provided in this Agreement) after written notice thereof is sent by the Township to Tenant, any breach of a term or condition in this Agreement.
- B. The filing by or against Tenant of a voluntary or involuntary petition under the bankruptcy laws, a composition or arrangement of creditors, and/or an assignment for the benefit of creditors.
- C. Removal of the Equipment without replacement or nonuse of the Tower for more than two (2) years.

Upon the occurrence of an event of default and failure to timely cure, the Township shall be entitled, at the Township's option, to terminate this Agreement. The rights and remedies afforded to the Township are cumulative and in addition to the foregoing, the Township shall be entitled to pursue and enforce all other rights or remedies provided at law or in equity, including but not limited to suing for damages.

15. Damage to Premises. If the Tower or Premises is damaged for any reason so as to render the Tower or Premises substantially unusable for Tenant's use or the Township's use, either Party may elect by notifying the other Party in writing within thirty (30) days of such damage, to terminate this Agreement as of the date of such damages. If neither Party elects to terminate this Agreement, the Township may repair, restore and rebuild the Tower (but not the Equipment), and Tenant may repair, restore or replace the Equipment as soon as practical after such damage. However, if such loss results in Tenant not being able to use the Tower, Tenant shall be reimbursed

for its prorata share of the Contribution as provided in Section 1 above.

16. Condemnation. In the event that any government or public body shall take or purchase in lieu of such a taking, all or such part of the Tower or Premises as shall make it physically or financially unfeasible for the Premises or Tower to be used by either or both Parties, this Agreement shall be deemed terminated and Tenant shall be reimbursed for its prorata share of the Contribution as provided in Section 1 above.

17. Real Property. The parties hereto stipulate that the rights herein granted relate to real property.

18. Notices. All notices, requests, demands and other writings required under this Agreement (including any notices of the exercise of option, renewal, or termination rights) must be in writing and shall be deemed validly given on the date posted if sent by ordinary mail, addressed as follows:

If to the Township: Attention: Township Manager
 Meridian Charter Township
 5151 Marsh Road
 Okemos, MI 48864

If to the Tenant: Attention: Corporate Secretary
 Lansing Board of Water and Light
 PO Box 13007
 1201 S. Washington Ave.
 Lansing, MI 48901

With copy to: Danielle Miller

19. Effectiveness. Presentation of this Agreement by a Party shall not be deemed an offer, and this Agreement shall not be binding on any Party until executed by the Township.

20. Township's Interest. The Township warrants and represents to Tenant that Township has sufficient interest or title in the Tower and Premises and all real property subject to this Agreement, and provided that Tenant is not in breach or default of this Agreement and this Agreement is still in force, Tenant shall be entitled to quiet enjoyment of the Premises during the Term, subject to the terms of this Agreement.

21. Assumption of Risk. Tenant assumes all risk of loss by fire, explosion, windstorm, ice storm, lightning, earth movement, theft, water, extended coverage, vandalism and malicious mischief to the Equipment.

22. Liability Insurance. Tenant, at Tenant's sole cost and expense, shall procure and keep liability and property damage insurance covering the Equipment installation and its use. All such insurance shall be from an insurance carrier with a rating of B+ or higher as determined by Best's Insurance Guide. Tenant's insurance shall provide a minimum of thirty (30) days advanced written notice to the Township of any cancellation. Tenant shall provide the Township with proof

of workers compensation insurance.

Tenant, at Tenant's sole cost and expense, shall procure and maintain on the Equipment, bodily injury and property damage insurance with combined single limit coverage of at least \$1,000,000 per occurrence. Such insurance shall insure, on an occurrence basis, against liability of Tenant, its employees and agents arising out of or in connection with Tenant's use of the Premises for the Equipment, all as provided for here. Tenant will have the Township named as an additional named insured under Tenant's policy.

23. Taxes and Assessments. Tenant shall pay to the taxing authority, all personal property taxes, if any, properly levied on the Equipment at the Premises prior to interest or penalty being incurred thereon. Tenant shall pay all sales, use, excise, personal property, stamp, documentary and ad valorem taxes, license and registration fees, assessments, fines, penalties and similar charges imposed on the ownership, possession or use of the Equipment during the term of this Agreement.

24. Severability. Each paragraph of this Agreement is severable from all other paragraphs. In the event any court of competent jurisdiction determines that any paragraph or subparagraph is invalid or unenforceable for any reason, all remaining paragraphs will remain in full force and effect.

25. Interpretation. This Agreement shall be interpreted according to and enforced under the laws of the State of Michigan. Both parties hereto consent to personal jurisdiction in the Circuit and District Courts of Ingham County, Michigan in connection with any matter arising out of this Agreement.

26. Entire Agreement. This Agreement contains the entire agreement related to placement of the Equipment on or adjacent to the Tower, and no other oral or prior written agreement shall be binding on the parties hereto, except as specifically incorporated by reference herein. This Agreement supersedes all prior agreements, contracts and misunderstandings of any kind between the Parties relating to the subject matter hereof.

27. Attorney's Fees. In the event that it becomes necessary for one party to enforce any provisions of this Agreement by legal action, including any action to eject Tenant, the unsuccessful party agrees to pay all costs and expenses incurred by the successful party, including court costs and actual reasonable attorney's fees.

28. Liens. Tenant shall keep all of the Tower and Premises and every part thereof and all improvements at any time located thereon free and clear of any and all mechanics' and material men's liens for or arising out of or in connection with any work or labor done on the Premises, services performed, or materials furnished for or in connection with the installation of the Equipment, as well as liens for labor performed or materials used in connection with any alteration, improvement, or repairs or additions which Tenant may make or cause to be made, on or about the Premises, and at all times promptly and fully to pay and discharge any and all claims for labor or materials on which any such lien may or could be based, and to indemnify the Township and all of the Premises, Tower, and all the Township's improvements thereon against all such liens and claims of liens, suits or other proceedings. Tenant shall contest any such lien, and in so doing, it

shall notify the Township of its intention to do so within fifteen (15) days after the filing of such lien. In such case, and provided that Tenant shall on demand protect the Township by a good and sufficient surety bond (or other evidence of financial responsibility acceptable to the Township) against any such lien and any cost, liability, or damage arising out of such contest, Tenant shall not be in default hereunder until twenty (20) days after the final determination of the validity thereof, within which time Tenant shall satisfy and discharge such lien to the extent held valid; but the satisfaction and discharge of any such lien shall not, in any case, be delayed until execution is had on any judgment rendered thereon, and such delay shall be a default of Tenant hereunder. In the event of any such contest, Tenant shall protect and indemnify the Township against all loss, cost, expense, and damage resulting therefrom, including actual reasonable attorney's fees incurred in connection with such liens, and the defense thereof to the extent permitted by law.

29. Parties' Obligations. Unless waived in writing by the Township, the Township's obligations under this Agreement are contingent upon Tenant obtaining and delivering copies to the Township of all necessary licenses, inspections, permits and approvals for Tenant's proposed use and improvements to the Premises and Tower, including but not limited to: Federal Aviation Administration licenses, permits and approvals; Federal Communication Commission licenses, permits and approvals; Michigan Aeronautical Commission licenses and permits, all at Tenant's sole expense. The foregoing licenses, inspections, permits and approvals must be delivered by Tenant to the Township before Tenant shall be permitted to enter into possession or this Agreement may be declared null and void, at the Township's option.

30. Township's Compliance. The Township will maintain compliance with all applicable laws, rules and regulations, including Federal Aviation Administration and Michigan Aeronautical Commission, including any Tower aviation obstruction markings and lighting systems required due to the Tower; however, Tenant shall install and maintain, in compliance with all applicable laws, rules and regulations, at Tenant's sole cost and expense, any aviation obstruction markings and lighting systems required due to the addition of the Equipment to the Tower and Premises.

31. Waiver. No waiver of or failure to require strict and punctual performance by a Party hereto of any of the terms, conditions, provisions or obligations of the Agreement, or any other forbearance, sufferance, or indulgence, however long continued or under whatsoever conditions, shall constitute a waiver by the other Party of the right at any subsequent time to strict, full and punctual performance of a Party's obligations hereunder.

32. Hazardous Materials. Tenant agrees that it will not use, generate, store, or dispose of any Hazardous Material on, under, about, or within the Premises in violation of any law or regulation. As used in this paragraph, "Hazardous Material" shall mean petroleum or any petroleum product; asbestos; any substance known by the state in which the Premises is located to cause cancer or reproductive toxicity; or any substance, chemical, or waste that is identified as hazardous, toxic, or dangerous in any applicable federal, state or local law or regulation. Throughout the term of this Agreement and any renewals, Tenant shall not knowingly cause, permit or allow any Hazardous Materials to be placed, stored, dumped, dispensed, released, discharged, used, sold, transported or located on or within any portion of the Premises or the Tower by itself or its servants,

agents, employees, contractors, subcontractors, licensees or assignees in violation of any law. Additionally, Tenant hereby agrees to indemnify and hold harmless the Township and the Township's officers, directors, affiliates, employees and agents from and against all loss, cost, damage, liability and expense (including attorney's fees and expenses) arising from or relating to any Hazardous Materials which are placed in the Premises or on the Tower by Tenant or its servants, agents, employees, contractors, subcontractors, licensees, assignees or subtenants. The terms and provisions in this Section 32 shall survive the termination or earlier expiration of this Agreement.

33. Performance by the Township of Tenant's Obligations. In case of failure by Tenant to comply with any provision of this Agreement including but not limited to Tenant's obligation to procure and maintain insurance or to pay fees, taxes, assignments and charges as the case may be, the Township shall have the right, but shall not be obligated, to affect such compliance on Tenant's behalf upon ten days' prior written notice to Tenant. In such event, the costs thereof shall be repaid to the Township within the next thirty (30) days and shall include interest at ten percent (10%) per annum.

34. Captions. Captions are used in this Agreement for convenience only and are not intended to be used in the construction or interpretation of this Agreement.

35. Governing Law. This Agreement shall be construed and governed by the laws of the State of Michigan.

36. Counterparts. This Agreement may be executed in two or more counterparts, each of which shall be deemed an original but all of which together shall constitute one and the same instrument.

37. Binding Effect. The provisions of this Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, legatees, personal representatives, successors and assigns.

Dated: _____, 2019.

-Signatures on following page[s]-

TOWNSHIP:
MERIDIAN CHARTER TOWNSHIP

By: Frank Walsh
Its: Township Manager

By: Brett Dreyfus
Its: Clerk

TENANT:
BOARD OF WATER AND LIGHT OF THE CITY OF LANSING

By:
Its:

By: M. Denise Griffin
Its: Corporate Secretary

EXHIBIT A

**TENANT'S EQUIPMENT AND
LOCATION AND ATTACHMENT THEREOF**

1. Equipment

Tenant shall install the following Equipment:

[Insert description here]

2. Drawing of Installation to the Tower

[Insert here]