



**AGENDA**  
CHARTER TOWNSHIP OF MERIDIAN  
TOWNSHIP BOARD – REGULAR MEETING  
November 20, 2018 6:00 pm

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1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
  - A. Introduction of New Police Officer
  
5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS\*
6. TOWNSHIP MANAGER REPORT
7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS
8. APPROVAL OF AGENDA
9. CONSENT AGENDA
  - A. Communications
  - B. Minutes-November 8, 2018 Regular Meeting
  - C. Bills
  - D. Sierra Ridge #2 & #3 Streetlights SAD #426 Resolution #1 & 2
  - E. Ratification of Full-Time Paramedic/Firefighter Appointment
  - F. Change of Authorized Signers for Financial Institutions
  
10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
  - A. DDA Development and Tax Increment Financing Plans
  
12. ACTION ITEMS (PINK)
  - A. Transportation Commission
  - B. Harkness Law Firm Contract
  - C. DDA Plan Ordinance Amendment
  
13. BOARD DISCUSSION ITEMS (ORCHID)
  - A. Medical Marihuana
  - B. Online Payments
  - C. Georgetown #4 Streetlights SAD #427 Resolution #1 & 2
  - D. 2019 Goal Setting Process
  - E. Township Trustee Search Process
  
14. COMMENTS FROM THE PUBLIC
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. ADJOURNMENT
17. POSTSCRIPT-DAN OPSOMMER

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All comments limited to 3 minutes, unless prior approval for additional time for good cause is obtained from the Supervisor.  
Appointment of Supervisor Pro Tem and/ or Temporary Clerk if necessary.

Individuals with disabilities requiring auxiliary aids or services should contact the Meridian Township Board by contacting:  
Township Manager Frank L. Walsh, 5151 Marsh Road, Okemos, MI 48864 or 517.853.4258 - Ten Day Notice is Required.  
Meeting Location: 5151 Marsh Road, Okemos, MI 48864 Township Hall

**CLERK'S OFFICE BOARD  
COMMUNICATIONS  
November 20, 2018**

**BOARD INFORMATION  
(BI)**

## Riley Millard

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**From:** Riley Millard  
**Sent:** Thursday, November 8, 2018 4:32 PM  
**To:** Riley Millard  
**Subject:** Re: Proposed Meridian Township Marihuana Ordinance and Related Zoning Districts

To: Meridian Charter Township  
Board of Trustees  
5151 Marsh Road  
Okemos, Michigan

From: James E. Phillipich  
c/o M & J Management

Re: Proposed Meridian Township Marihuana Ordinance and Related Zoning Districts

Date: November 8, 2018

Dear Chair Ronald Styka:

Please view this correspondence as a formal request that parcel # 33-02-02-03-102-006, better known as 1999 East Saginaw Street, East Lansing, be considered for inclusion in the "Overlay District" of Meridian Township's proposed marihuana ordinance and related zoning regulations.

This parcel comprises roughly 10 acres in total size, has historically been zoned Industrial and will remain so subsequent to final adoption of Rezoning request #18090 (M & J Management) scheduled the evening of November 8, 2018.

I would be happy to address any questions or concerns on the Board of Trustees' part relative to this request.

Respectfully,

James E. Phillipich  
c/o The Meridian Company  
East Lansing, Michigan  
517-339-6300

## Riley Millard

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**From:** Shrikumar Poddar <shripoddar@gmail.com>  
**Sent:** Thursday, November 8, 2018 8:57 PM  
**To:** John & Susan Davis  
**Cc:** Board  
**Subject:** Re: Filling the Position of Meridian Township Treasurer

I agree with you!

Affectionately yours,

S

hrikumar Poddar

On Thu, Nov 8, 2018 at 1:14 PM Susan Davis <[davissus@comcast.net](mailto:davissus@comcast.net)> wrote:

Dear Member of the Meridian Township Board:

It has come to my attention that certain township officials may have decided on a very abbreviated search for a new Township Treasurer. If this is the case, I strongly disagree with such a procedure as not being in the best interest of the residents of the township. We should have a fair, thorough search conducted in an open and unrushed manner.

The township has the opportunity to find a highly qualified treasurer who will manage the duties of Treasurer in a knowledgeable, professional, and competent way, especially as relates to the management of Township finances.

As a Township resident, I am entitled, as are all residents, to such a search.

Looking forward to hearing that this matter will be addressed in a fair, thorough, process in order to find a solution that will benefit all residents of Meridian Township.

Sincerely yours,

Susan Davis

## Riley Millard

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**From:** George Nastas III <georgenastasiii@yahoo.com>  
**Sent:** Thursday, November 8, 2018 2:30 PM  
**To:** Board  
**Cc:** georgenastasiii@yahoo.com  
**Subject:** Meridian Township Treasurer Replacement

8 November 2018

Meridian Township Board  
board@meridian.mi.us

Township elected and appointed officials are doing a disservice to Meridian township taxpayers with the way they are handling the replacement for Julie Brixie, township treasurer.

The current application process is typical of a third world banana republic – one week application period then three days later selection of the replacement treasurer. Clearly, a political insider has already been selected – NOT good. The hiring process is flawed.

Meridian township taxpayers deserve better since they are paying for the treasurer's compensation, as well as the compensation of other township employees.

The job notification should be widely distributed – beyond local elected and appointed officials – to obtain a pool of talented, experienced candidates. The selection of best candidates and interview process should be transparent – township taxpayers should participate and the process should be televised on homtv. The township should not select a partisan, progressive, disagreeable insider to fill the treasurer position.

An interim, acting, nonpolitical treasurer could be hired from a local accounting firm - a person with municipal finance experience; while conducting the search for a qualified person. There is no rush to fill this position, except to fill it with an insider.

It appears that Meridian Township board has not been a good steward of tax revenue given the recent millage election. Township expenses should have been funded by existing tax revenue, rather than an additional millage. Were tax dollars set aside for pensions properly invested? Are promised benefits too generous?

Meridian township taxpayers need a qualified treasure to represent their financial interests.

George Nastas III  
Meridian Township

## Riley Millard

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**From:** Bowlby, Neil <bowlby@msu.edu>  
**Sent:** Wednesday, November 14, 2018 11:51 AM  
**To:** Board  
**Cc:** Dersch, Eckhart; Sears, Barbara; pballbach@comcast.net; lynn.hildebrandt6@gmail.com; lastchancegas@gmail.com  
**Subject:** FW: Treasurer vacancy applications

Dear Township Board,

I received this reply from Director Marx regarding the availability of applicant documents for the treasurer vacancy. Because the selection committee meeting is subject to the provisions of the Open Meetings Act, and in order to allow for informed comments by the public to the selection committee, I am very troubled by the lack of transparency regarding the option for applicants to have their application materials held in confidentiality. This is not good. I expressed my opposition to the method in which this "search" was to be carried out, and I'm even more opposed now. Applicant materials for individuals seeking a public position, especially one as important as township treasurer, should be freely available to the public, as are the applications for positions on other township boards and commissions. Failure to require full disclosure of applicant materials goes against the idea of open and transparent government in which the citizens can make informed comments to their elected officials.

Please do not honor applicant requests for confidentiality and "come clean" to the public.

Best regards,

Neil Bowlby  
6020 Beechwood  
Haslett

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**From:** Joyce Marx [mailto:marx@meridian.mi.us]  
**Sent:** Wednesday, November 14, 2018 10:54 AM  
**To:** Bowlby, Neil <bowlby@msu.edu>  
**Cc:** Frank Walsh <walsh@meridian.mi.us>  
**Subject:** RE: Treasurer vacancy applications

Neil,

The entire packet of applicants, excluding applicants who have requested confidentiality until such time candidates are selected for the public interview, will be posted on the Township website between 5pm-6pm today, November 14, 2018.

Thank you.

Joyce

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**From:** Bowlby, Neil [mailto:bowlby@msu.edu]  
**Sent:** Wednesday, November 14, 2018 10:21 AM  
**To:** Joyce Marx <marx@meridian.mi.us>

**Cc:** Frank Walsh <[walsh@meridian.mi.us](mailto:walsh@meridian.mi.us)>

**Subject:** Treasurer vacancy applications

**Importance:** High

Good morning Director Marx,

In order to be fully informed about the candidate pool in advance of tomorrow's special meeting of the selection committee, I was wondering whether it would be possible to get a copy of each applicants application packet by the end of the day today or first thing in the morning.

Thank you,

Neil

November 14, 2018

Meridian Charter Township Board Members,

Good Morning, my name is Randy R. Kindy and I live at 5642 Creekwood Lane Haslett, Michigan 48840. I have been a resident of Meridian Charter Township for forty years. I have lived in four different homes at various locations in Haslett in that time period, having owned three of the four homes. My wife and I purchased the home on Creekwood Lane with the intention of it being our retirement home. Two of our four children own homes in Haslett, and all four of our children graduated from Haslett High School. I have grand children who attend Haslett and Okemos Schools. I was employed by the Meridian Charter Township Police Department for over 27 years before retiring in 2008. It has been my honor and privilege to live, work, and to serve this community.

I write today to express concerns that I have reference to the Copper Creek Development that has been proposed east of my home by Mayberry Homes Builders. I should first say that my first choice for this property would have been to see it purchased with land preservation funds. That being said I am not opposed to the Copper Creek Development, and although I can't speak for my neighbors I would say they too are not opposed to the development. I believe that we all want to be good neighbors and would like to work with Mayberry Homes as they develop their property. I have attended most if not all the planning commission meetings relative to this issue. I have spoken and feel that David Straub from Mayberry Homes has listened to some of our concerns. The one concern that I was especially passionate about was that natural areas and mature trees be protected. I am specifically concerned about the natural area behind my home. Originally it was drawn up with a ten foot setback which would have removed all of this area. The most recent proposal has preserved this entire area creating a seventy five foot natural area between Creekwood homes and Copper Creek homes. I have personally thanked David Straub for this and feel this is a great example of working together. I also feel that this is in line with similar developments throughout the township by preserving mature trees and natural areas. One concern that everyone should be concerned about, not just residents on Creekwood is SAFETY.

I have expressed that the proposed extension of Wood Knoll as one of two access points to Copper Creek will be unsafe. I would like to ask, doesn't township rules prohibit the use of one neighborhood to be used as a primary access to another neighborhood? The entrance to Creekwood Lane at Haslett Road presents dangers both entering and exiting the subdivision. I recall a planning commissioner state (if I heard him correctly) that Creekwood residents could use Wood Knoll to exit the subdivision by driving through Copper Creek and exiting at the new proposed entrance to Copper Creek to the east, apparently feeling that this would solve a safety issue of not having to exit at the current location onto Haslett Road. I don't believe residents of Copper Creek would like to have cars driving through their neighborhood to get to the east exit particularly because it will all be private roads not maintained by the Ingham County Road Department. Another member cited it would be a tendency for anyone to use the closest exit to go westbound on Haslett thus increasing the number of persons leaving via Creekwood from the western most part of Copper Creek to go westbound on Haslett Rd. The Creekwood Lane/Haslett Road intersection is unsafe always has been and always will be. This intersection was of poor design in the 1980's and is more so presently. Statistics will show that there

have not been a lot of accidents at the location. I can only recall two, one being a friend of my daughter who was struck while crossing Haslett Road into Strawberry Farms and the other being a vehicle that was traveling too fast in the curve and rolled over into the field south of the intersection. It is not the number of accidents that have or have not happened over a given period of time, but rather the potential numbers that will be increased by adding an additional number of residences east of this intersection. One statistic that cannot be cited is that of how many NEAR accidents have occurred with east bound vehicles entering the turn lane to turn left onto Creekwood Lane and encountering a west bound vehicle that has entered the same turn lane traveling west to turn left onto Vanatta Road. If traffic increases which it will due to the number of homes the potential is greater for more accidents to occur. The sight distance looking west from Creekwood is approximately 230 feet which is much too short no matter which direction one intends to turn east or west. Adding an increasing number of vehicles traveling westbound will only create a more difficult situation. I stated earlier that I didn't believe Creekwood residents were opposed to Copper Creek, but are certainly opposed to Wood Knoll via Creekwood Lane being used as a primary entrance/exit.

The remedy to the situation is that two entrances and exits be required off of Haslett Road. One as currently proposed and one east of that location. Mayberry Homes has stated that with the amount of property that they own there will be approximately 400 homes that will be Copper Creek. There may someday be an entrance to the north off of Shoemsmith Road, but it appears that they intend to build slowly from the south moving north. Requiring two entrances off of Haslett Road makes sense currently and for the future. I would also like to see no disturbance of any natural areas, wetlands, or trees as is consistent with all township developments. This entire area owned by Mayberry Homes I estimate to be over 90% open space that has been farmed for years. I do not feel it to be an unreasonable request and require that natural areas, trees, and wetlands not be disturbed in anyway.

I would like to close by saying that in all the planning commission meetings that I attended with my neighbors it appeared to us all that there was minimal concerns being expressed to how this development effects our neighborhood. I personally will ask that consideration be given to our quality of life, our safety, and our children. I know that Haslett Public Schools has an interest in this and any development that occurs in the district. I would only ask that when it comes time for you to discuss this development that you not only think of Mayberry Homes and Haslett Public Schools, but you also think about the twenty five residences on Creekwood Lane. Hard working individuals with families, some older some just beginning a family. Some with children, some with grandchildren visiting, some having lived on Creekwood Lane for years others who have just purchased their dream home, but all with a mutual shared goal "to be good neighbors to one another, current and future and to provide a safe neighborhood for our children.

Thank you for your time and consideration and for the work you do to make this a great place to live.

Respectfully,

Randy R, Kindy

To the Meridian Township Board Members

I have to say, I am utterly shocked and disillusioned with the decision that most of the board members have made at last week board meeting regarding the replacement of the Treasurer's position. It has taken me several days to write this letter to the board because I wanted to be clear in my opposition to the board's decision in the selection of the new Treasurer.

To have the Supervisor and the Manager come up with "their plan" with no discussion among the other board members does not appear to be even close to proper procedure in this situation. If there was a private discussion between the current Treasurer, the Township Supervisor and the Township Manager where a specific name was mentioned as the next Township Treasurer and "their plan" would all but guarantee this person's selection, that would surely give the appearance of collusion because it excludes the public interaction in the selection of the new Treasurer. It is obvious to most of us that whomever the replacement ends up being, they will be considered the incumbent and have the advantage in the next regular election.

Did the Township Board forget that the citizens have a right to be heard and considered in this process? This board works for of the voters who live in and pay taxes here in Meridian Township. This is starting to remind me of how the current Treasurer was trying to steamroll the citizens of Meridian Township with regard to CATA's BRT. Did the board learn absolutely nothing from that foolish attempt to waste our money and bottle up the traffic? All of you were elected to be open, fair and sensible when you make decisions as board members. To go along with a nice little plan that would bring in a friend that will agree with the rest of you board members on everything is not in the best interest of the township residents.

Board member, Township Clerk, Brett Dreyfus came up with a very good, step by step, plan that would allow for a reasonable amount of time to select from the available group of people who are qualified to be the next Meridian Township Treasurer. Clerk Dreyfus also stated six reasons why "their plan", which is very rushed, should not happen. How is it that his proposal for filling the vacant position of Treasurer makes more sense to some of the community members but wasn't really even considered seriously by the board members?

Trustee Opsommer seemed very defensive about having the candidate having a background check. I cannot help but wonder why. It makes perfect sense to have the person who will be accountable for the township money coming in and going out, collecting property taxes and other important issues that come with the job of Treasurer to have a background check.

It is crucial for the candidate to have an accounting and finance background. If this requirement was in place in the beginning maybe the pension fund would have been funded properly. The Treasurer should have this important background and be able to recognize a financial problem coming rather than discover a big, almost insurmountable, problem after it has done financial damage. There shouldn't have to be "on the job training" if the person is already qualified for the position. It seems obvious to me that the replacement Treasurer,

firstly, needs a background in accounting and finance before getting such an important position.

I'm still wondering why the pension fund has not bounced back like most of the other major investments since the big decline we had starting in 2008. Investments have come a long way and continue to climb higher, as far as I know. Poorly invested money will always get you into trouble. To me, this proves the necessity of a financial and accounting background in filling the position of Township Treasurer.

How is it that the Supervisor came about choosing just two of the board members to interview the candidate for the vacant Treasurer position and why those two board members? The entire board, as equal members of the board, should be on this selection committee.

This whole situation is very troublesome. It appears, not only to me, that many of the Meridian Township Board members are forgetting that they are on television and everything they do is witnessed by many tax payers / voters. The people who witnessed the Township Boards action last week seen an obvious vote to deny a fair process to select a replacement Treasurer. Instead, the board voted as a group, minus one board member, already in agreement, with "their plan". Is it possible that the person that the Supervisor and Manager, most likely, have already chosen is one of the current board members and are worried that a more qualified person just might apply for the position? Wouldn't that be a tough situation to handle on television.

It also seems to me that even though voters may and have elected unqualified people to positions such as Treasurer because they campaign well, the township Board has a different responsibility. They are given the task of finding the best candidate for Township Treasurer. The candidate needs to have a proven record and be qualified for the job.

The other thing that is questionable is having the interview on a Saturday, the Meridian Township Board members usually do not work on Saturday, that is not during business hours, so why conduct the interviews then? If it wasn't such a rushed process it wouldn't have to be done on a Saturday.

Transparency is very important as it should be in the way the Township Board handles decisions but it is clear that it isn't always so and especially in this case.

I am asking that all board members reconsider the process of selecting the replacement for the outgoing Treasurer for Meridian Township, even though it appears to be to late to do so.

Sincerely,  
Kathy DeVito

## Riley Millard

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**From:** Service <mollywingrove@comcast.net>  
**Sent:** Thursday, November 15, 2018 3:00 PM  
**To:** Board  
**Cc:** Frank Walsh  
**Subject:** Township Treasurer

Good afternoon,

I am writing to express my opinion on the selection of the township treasurer. After reviewing the four applications, while remembering there are two applicants who wish to remain confidential, it appears that Mr. Dante Ianni is eminently qualified. It would be extremely beneficial to the township to have a treasurer who has actual CPA experience. Mr. Ianni also brings the audit component to the job.

I hope the process continues to be open and transparent. Thank you for your efforts.

Molly Wingrove

3877 Crooked Creek

Okemos, MI 48864

## Riley Millard

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**From:** Christina Morey <morey.christina@gmail.com>  
**Sent:** Friday, November 16, 2018 2:21 PM  
**To:** Board  
**Subject:** Copper Creek PUD

My name is Christina Morey and I am a resident at [5609 Creekwood Lane, Haslett MI 48840](#). I would like to submit the following comments for the record with regard to: Planned Unit Development #18090 (M&J Management LLC), east of Creekwood Lane in section 12 of the Township. My family is not against development of this land but hopes it will be done in an environmentally and kindly manner. We are encouraged by the buffer of trees that will preserve the nature beauty of the area and leaving the wetlands in tact so they can provide much needed water retention. Some of our neighbors have experienced flooded basements and I am concerned with how new development will affect that possibility for us all.

My main concern with this development is using our existing dead end road to access Haslett Rd. Shouldn't that burden, at least two safe access points, fall to the developer and not an already established community? We purchased this home over 4 years ago and one of the main reasons we did so is because it is on a quiet dead end street and very safe for our two small children. There are many kids who love playing outside and feel comfortable zipping along and across on bikes, scooters and feet. Turning onto Haslett Road is already a dangerous prospect with limited site distance, especially turning east. Crossing at the crosswalk is also extremely dangerous and I have to walk to the center lane and then yell to my kids if they can hurry across the three lanes. It would be advantageous to both the developer and the future residents to have two roads connecting onto Haslett that are not through an existing subdivision. Thank you.

Christina Morey

UNOFFICIAL RESULTS 11/6/2018

11/6/2018		1	1AV	2	2AV	3	3AV	4	4AV	5	5AV	6	6AV	7O	7O-AV	7W	7W-AV	8	8AV	9	9AV	10	10AV	11	11AV	12	12AV	13	13AV	14	14AV	15	15AV	17	17AV	18	18AV	19	19AV	20	20AV	20-H	20-H AV	TOTALS
SCHUETTE	GOV-R	263	143	212	73	144	127	253	177	209	118	194	87	192	117	69	51	246	111	142	107	201	160	106	67	76	49	126	105	236	125	175	158	282	135	126	41	122	142	83	147	175	99	5971
WHITMER	GOV-D	496	323	522	210	454	262	515	364	495	275	420	184	413	272	80	70	681	358	566	303	467	422	355	218	336	157	396	263	479	288	500	324	947	325	586	125	448	260	133	152	258	192	14834
GELINEAU	GOV-L	8	4	16	3	12	2	9	10	10	1	6	2	6	2	3	0	18	3	3	3	10	3	5	0	6	3	4	3	8	2	7	2	18	3	17	1	8	3	1	2	2	1	230
SCHLEIGER	GOV-TX	2	1	2	2	3	2	1	4	1	4	2	1	0	1	1	0	2	0	4	1	1	0	1	0	0	1	0	1	1	1	0	0	1	2	1	0	3	3	0	1	1	1	53
KURLAND	GOV-GR	2	2	3	1	3	1	5	5	1	3	1	0	3	1	1	2	3	2	8	1	7	1	1	0	4	1	1	0	0	1	2	0	6	0	5	1	1	2	0	1	0	1	83
BUTKOVICH	GOV-NL	0	0	1	0	1	0	0	1	0	1	0	0	0	0	0	1	5	0	1	0	2	2	0	0	0	0	1	0	0	0	0	0	2	0	3	0	0	0	0	0	0	0	21
LANG	SECY-R	267	157	225	78	162	124	265	186	234	126	208	96	197	131	72	57	271	125	162	118	212	161	118	72	85	54	134	111	266	129	191	168	299	131	149	44	135	152	89	152	185	104	6402
BENSON	SECR-D	475	305	493	202	428	256	485	366	456	265	389	176	405	259	76	67	649	342	540	288	446	411	328	210	324	150	381	258	435	280	476	304	893	313	504	123	424	246	122	149	241	186	14136
STEMPFLE	SECY-L	9	5	215	4	15	2	17	6	9	3	11	1	6	3	4	0	23	3	10	5	16	4	17	1	9	2	12	0	7	2	11	1	23	7	18	1	13	3	5	1	5	0	315
GALE	SECY-TX	5	1	5	3	6	4	5	3	3	4	4	0	1	0	0	1	3	0	8	2	5	1	0	2	2	1	0	0	3	4	2	0	5	3	1	1	3	3	0	0	3	1	98
LEONARD	ATTY GEN-R	291	159	227	88	161	130	274	209	235	142	213	99	211	131	72	62	275	138	161	120	219	177	122	78	78	54	144	123	266	136	187	170	324	145	141	55	150	154	93	165	196	112	6687
NESSLE	ATTY GEN-D	445	298	477	189	413	239	460	323	431	247	368	168	382	250	74	62	633	322	524	280	422	391	324	204	319	148	363	242	419	269	463	302	860	304	489	108	403	235	118	137	222	173	13500
GIOLA	ATTY GEN-L	5	2	23	3	13	6	19	8	15	2	11	0	5	5	2	0	17	6	9	5	18	3	12	2	9	4	10	0	8	3	14	4	18	6	18	2	14	6	2	1	2	0	312
VAN SICKLE	ATTY GEN-TX	2	1	2	1	4	2	3	4	1	0	3	1	0	0	1	0	4	0	4	1	3	2	0	0	1	0	0	2	2	0	4	0	5	1	2	2	0	0	1	1	0	62	
GRAVELINE	ATTY GEN-NO	10	2	10	2	14	4	12	12	15	6	8	5	11	6	1	0	16	2	18	6	14	10	6	1	6	3	4	2	10	2	10	2	19	3	16	3	7	4	1	1	7	3	294
JAMES	US SEN-R	297	153	239	78	177	114	287	170	258	125	227	87	207	126	76	55	285	122	166	112	225	163	126	74	92	50	141	106	275	123	194	158	321	134	153	42	150	141	88	145	189	106	6557
STABENOW	US SEN-D	464	322	499	212	425	275	480	387	444	268	391	188	402	269	75	70	655	350	543	301	447	423	340	214	322	159	383	269	436	296	485	325	921	328	506	126	422	271	127	159	240	188	14407
HUFFMAN	US SEN-TX	0	0	3	1	4	2	4	1	2	0	0	0	1	0	0	0	1	0	5	0	1	0	1	0	2	0	2	1	1	1	0	1	3	1	4	1	3	0	0	1	2	0	49
SQUIER	US SEN-GR	6	2	8	0	6	2	7	3	8	1	2	1	4	1	2	0	9	0	9	2	12	2	2	0	7	2	2	0	4	0	4	0	10	2	9	0	7	1	1	1	3	0	142
WILHELM	US SEN-NL	1	0	3	0	2	0	2	0	0	3	1	1	1	0	1	0	2	0	2	1	3	0	1	0	0	1	1	0	1	0	0	0	1	0	2	1	0	0	0	0	0	0	31
BISHOP	8-US REP-R	257	133	213	71	152	120	249	168	214	114	194	88	189	127	66	53	248	115	149	108	194	154	114	71	80	48	134	101	258	123	174	158	285	125	138	39	131	135	76	142	175	105	6091
SLOTKIN	8-REPR-D	501	340	521	217	449	268	521	379	481	283	418	186	417	265	83	70	682	356	565	308	476	429	344	213	337	158	389	272	452	292	498	322	944	332	520	127	439	272	139	160	254	190	14555
ELIISON	8-REPR-L	7	4	11	2	9	3	14	9	7	0	7	3	7	3	5	1	18	2	7	2	14	1	5	2	4	2	5	2	8	2	9	3	17	5	13	0	9	1	1	3	6	0	231
LILLIS	8-REPR-NL	3	2	5	0	5	2	0	1	3	2	1	0	0	1	0	1	4	0	7	0	0	0	0	0	1	1	2	0	1	2	1	1	2	1	3	2	1	1	0	0	1	0	57
POLLOCK	23 ST-R	284	140	228	80	167	124	276	178	230	131	211	83	196	129	71	53	278	109	154	117	207	175	124	74	83	45	137	106	278	116	187	161	320	126	150	46	134	149	80	148	187	97	6369
HERTEL	23 ST-D	459	314	513	203	432	259	477	366	460	262	387	181	399	259	81	65	654	342	555	295	454	400	328	204	330	158	389	259	422	285	484	306	890	319	514	121	434	256	131	150	239	186	14222
BRIXIE	69 ST REPR	480	321	525	204	443	272	513	378	472	268	401	185	411	260	83	71	663	340	568	297	464	407	335	192	336	152	387	254	450	286	496	328	938	332	520	127	425	257	131	157	254	172	14555
NASTAS	69 ST REPR	259	144	217	78	159	115	247	163	221	123	199	79	189	129	68	49	271	111	148	113	200	160	120	82	81	50	139	105	247	120	178	149	286	125	142	41	138	144	84	139	172	107	6091
CARLONE	ST BRD-R	251	132	209	70	149	109	236	171	209	118	204	82	173	116	60	54	243	110	140	111	187	166	105	72	74	48	125	98	239	114	153	164	292	114	130	46	130	147	88	139	171	94	5843
ZELLE	ST BRD-R	233	135	173	58	132	114	201	161	194	122	180	92	173	120	60	52	299	110	130	108	164	164	89	70	65	36	117	100	228	109	156	155	263	113	117	39	125	147	75	139	160	98	5506
PRITCHETT	ST BRD-D	415	271	426	186	362	229	426	316	404	239	330	154	367	245	67	61	563	312	488	263	393	381	296	195	290	138	345	228	405	252	450	271	783	301	436	112	367	232	106	132	218	158	12613
TILLEY	ST BRD-D	656	259	409	174	347	216	399	296	369	216	313	153	14	228	68	58	537	289	457	256	384	353	282	183	281	124	319	212	363	239	430	269	754	270	420	104	354	216	101	130	208	156	11936
BOMAN	ST BRD-L	32	14	36	8	27	10	27	13	28	8	29	6	11	5	7	0	42	6	29	5	29	4	17	9	19	4	22	8	27	5	17	3	34	13	17	7	18	6	5	3	8	4	611
TATAR	ST BRD-L	22	10	21	7	14	5	22	7	13	7	18	3	9	3	3	0	22	3	14	9	20	5	13	4	15	4	12	6	15	1	15	2	16	12	14	1	15	3	5	4	2	0	388
ADAMS	ST BRD-TX	6	2	10	6	7	4	15	10	3	5	6	4	3	1	3	1	13	5	5	1	7	2	2	3	3	1	3	1	6	5	5	5	9	2	12	1	5	3	2	6	4	1	202
LEVESQUE	ST BRD-TX	3	0	3	2	4	0	4	7	3	0	2	1	10	1	0	1	2	2	3	2	0	2	2	1	2	0	2	1	1	2	3	1	7	2	2	0	1	0	1	1	2	0	76
WELLS	ST BRD-GR	21	5	22	2	17	2	17	4	9	8	10	3	9	7	7	0	14	7	14	7	20	12	8	3	6	5	9	5	8	5	14	7	18	3	27	0	10	5	3	3	8	1	361



UNOFFICIAL RESULTS 11/6/2018

11/6/2018		1	1AV	2	2AV	3	3AV	4	4AV	5	5AV	6	6AV	7D	7D-AV	7W	7W-AV	8	8AV	9	9AV	10	10AV	11	11AV	12	12AV	13	13AV	14	14AV	15	15AV	17	17AV	18	18AV	19	19AV	20	20AV	20-H	20-H AV	TOTALS			
POWERS	EL SCH																																				297	76	261	215	96	128			1073		
SRDAR	EL SCH																																				238	53	157	128	58	70			704		
SWALES	EL SCH																																			127	36	106	79	37	65			450			
BOLTON	OK SCH											212	125	262	196			443	265	342	197	270	274	193	141	138	78	268	189	380	220	334	246	492	201									5466			
CANDEUB	OK SCH											181	76	177	94			244	118	185	85	175	161	98	67	117	43	127	90	194	110	211	116	375	134									3178			
GEBARA	OK SCH											322	133	329	206			549	303	434	233	348	304	252	147	203	107	291	166	396	236	366	238	693	251									6507			
KIELISZEWSKI	OK SCH											150	68	174	85			223	104	165	80	193	142	140	52	179	71	152	81	167	78	168	133	329	100									3034			
LYON-CALLO	OK SCH											170	95	174	123			302	171	223	134	189	199	148	89	142	58	189	129	172	120	226	169	441	153									3829			
CAVANAUGH	OK SCH											379	145	374	200			596	270	442	234	393	337	263	158	261	126	356	212	442	247	430	278	768	254									7165			
ROMAIN	OK SCH											94	45	116	80			169	112	146	77	134	113	90	53	67	27	93	66	124	68	143	96	240	85									2238			
18-1 MARIJUANA-YES	PROP	447	260	520	168	462	225	517	287	498	250	359	144	358	236	78	59	598	260	502	222	442	326	334	173	316	116	388	196	400	207	416	227	745	250	523	101	397	197	116	116	279	153	12736			
18-1 MARIJUANA-NO		339	214	229	119	153	170	255	268	205	265	248	130	238	151	76	64	347	206	214	192	224	251	136	109	106	91	188	176	307	206	268	252	491	210	150	68	178	212	93	180	302	137	8201			
18-2 REDISTRICT-YES	PROP	544	355	558	226	477	305	563	398	512	229	433	192	442	290	106	85	719	359	576	307	509	462	370	217	343	163	414	289	485	304	518	349	955	355	526	123	437	297	137	182	218	206	155673			
18-2 REDISTRICT-NO		216	115	187	56	129	84	205	147	177	167	165	79	150	101	46	38	226	100	139	102	152	119	94	63	77	45	113	82	219	105	158	127	270	103	144	44	128	105	69	106	203	82	5092			
18-3 SAME DAY REG-YES	PROP	558	324	597	231	499	289	589	387	558	300	464	184	462	290	116	82	745	352	591	297	508	432	401	207	356	148	422	276	521	305	541	328	1005	341	568	126	444	283	143	169	285	213	15934			
18-3 SAME DAY REG-NO		202	144	152	51	108	100	183	160	139	95	140	86	126	101	35	39	195	117	125	114	158	149	62	74	65	62	107	94	182	108	137	148	234	115	102	42	121	122	61	119	130	79	4890			
CO FARMLAND-YES	PROP	518	313	557	207	454	281	564	379	500	268	408	163	413	255	99	77	690	340	558	302	472	419	356	203	310	153	405	255	470	270	491	323	857	293	508	119	416	286	125	173	289	169	14690			
CO FARMLAND-NO		220	146	173	62	138	95	179	158	162	120	176	92	158	121	49	44	217	114	145	101	169	152	92	65	92	47	110	103	206	128	168	138	330	146	142	46	119	109	73	109	129	107	5455			
CO 911-YES	PROP	482	293	502	193	388	281	492	338	450	234	355	152	392	255	94	69	608	309	469	282	428	386	296	182	282	147	348	251	454	246	461	317	770	302	396	102	382	271	126	161	271	168	13378			
CO 911-NO		269	175	237	87	208	99	259	207	223	154	236	111	184	127	56	54	318	152	236	123	219	184	155	90	121	57	168	111	238	154	215	152	432	150	255	61	162	130	75	125	134	120	7036			
EL OPERATING-YES	PROP																																													1261	
EL OPERATING-NO																																														956	
EL SINKING FUND-NO	PROP																																													1297	
EL SINKING FUND-YES																																															924
TOTAL VOTES:		777	481	759	291	621	398	790	567	721	402	628	278	775	397		126	958	477	732	419	692	591	475	288	430	213	533	377	729	420	689	490	1265	468	679	170	586	417	658	306	297	21370				
		1	1AV	2	2AV	3	3AV	4	4AV	5	5AV	6	6AV	7	7AV	7W	7W-AV	8	8AV	9	9AV	10	10AV	11	11AV	12	12AV	13	13AV	14	14AV	15	15AV	17	17AV	18	18AV	19	19AV	20-E	20-E-AV	20-H	20-H AV	TOTAL			

<b>PROPOSED BOARD MINUTES</b>
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**PROPOSED MOTION:**

**Move to approve and ratify the minutes of the Regular Meeting of November 8, 2018 as submitted.**

**ALTERNATE MOTION:**

**Move to approve and ratify the minutes of the November 8, 2018 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  
THURSDAY, NOVEMBER 8, 2018 **6:00 pm.**

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

ABSENT:

STAFF: Township Manager Walsh, Director of Public Works Perry, Police Chief Plaga, Information Technology Director Gebes, Principal Planner Menser, Community Planning Director Kieselbach, Economic Development Director Buck, Parks and Recreation Director Maisner

1. CALL MEETING TO ORDER

Supervisor Styka called the meeting to order at 6:01 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. Okemos High School Boys Tennis Team State Champions

Chris Silker, Coach of the Okemos High School Boys Tennis Team, recognized the team for their Division II State Championship win.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened public remarks at 6:06 pm.

Ed Prybys, 2386 Emerald Forest Circle, East Lansing; spoke in opposition to the proposed Copper Creek/Creekwood Lane connection approved by the Planning Commission (Non-Agenda).

Micheal Casby, 5624 Creekwood Ln., Haslett; spoke in opposition to the Maybury/Copper Creek Planned Unit Development proposal.

Jerry Griffen, 9212 Coriander Way, Brighton; spoke in support of Medical Marihuana (Agenda Item 13A) and discussed over-lay districts.

Bill Collette, 2372 Barnsbury Rd., East Lansing; spoke on traffic light concerns on Park Lake.

Chris Collette, 2372 Barnsbury Rd., East Lansing; spoke in opposition to the Treasurer's replacement process (Agenda Item 12H) and stated all interested parties – including any Board members that may be applying for the Treasurer position – need to abstain from voting on the selection process before the Board.

Neil Bowlby, 6020 Beechwood, Haslett; spoke in opposition to Agenda Item 12H, concerned that process proposed is not transparent.

Travis Copenhaver 520 N. Main St., Royal Oak; spoke in support of Agenda item 13A (Medical Marijuana) and the proposed ordinance.

Supervisor Styka closed public remarks at 6:27 pm.

6. TOWNSHIP MANAGER REPORT

Township Manager Frank Walsh attended Realtors breakfast, Michigan Professional Police Executive Seminar, Robin's Way meeting, Georgetown Sewer Payback District discussion, Copper Creek Rezoning discussion.

7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Clerk Dreyfus provided an election report:

- AV Counting Board high-speed tabulator worked well.
- Long precinct lines due to record turnout and slow precinct tabulator speed.
- 69% turnout for Gubernatorial Election, very high numbers.
- Four emergency ballot deliveries to hospitals.
- Malfunctioning machine issues addressed as they arose.
- Voter Assistance Terminal (VAT) problems and possible changes.
- Read an overview of the election results.

Treasurer Brixie reported:

- December 7<sup>th</sup> resignation request; to be submitted with the Clerk on December 7<sup>th</sup>.

Trustee Opsommer reported:

- Regional Taxing Authorities meetings to discuss the TIF amendments.
- Appointed Audit Committee Chair for CATA.

Trustee Jackson reported:

- Attended the Sexual Assault Commission, 3<sup>rd</sup> session to be scheduled for Nov. 15<sup>th</sup>.
- Attended MML sponsored workshop on recreational marijuana and "pavement warranties."
- Attended first Tri-County Regional Planning Board of Directors meeting as Commissioner.

Trustee Deschaine reported:

- Attended MTA conference.
- Transportation Commission meeting on Nov. 15<sup>th</sup> to discuss roads and Redi-Ride.

Supervisor Styka reported:

- Artwork provided by Cornell Elementary School.

8. APPROVAL OF AGENDA

**Trustee Jackson moved to approve the amended Agenda. Seconded by Treasurer Brixie.**

VOICE VOTE: Motion carried 7-0

9. CONSENT AGENDA

Supervisor Styka reviewed the consent agenda.

**Treasurer Brixie moved to adopt the Consent Agenda. Seconded by Trustee Sundland.**

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

NAYS:  
Motion carried 7-0

A. Communications

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

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

NAYS:  
Motion carried 7-0

B. Minutes – October 16, 2018 Regular Meeting

**Treasurer Brixie moved to approve and ratify the minutes of the Regular Meeting of October 16, 2018 as submitted. Seconded by Trustee Sundland.**

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

NAYS:  
Motion carried 7-0

C. Bills

**Treasurer Brixie moved to approve that the Township Board approve the Manager’s Bills as follows, seconded by Trustee Sundland:**

<b>Common Cash</b>	<b>\$</b>	<b>559,798.73</b>
<b>Public Works</b>	<b>\$</b>	<b>59,498.50</b>
<b>Trust &amp; Agency</b>	<b>\$</b>	<b>289,857.34</b>
<b>Total Checks</b>	<b>\$</b>	<b>909,154.57</b>

<b>Credit Card Transactions</b>	<b>\$</b>	<b>14,078.68</b>
Oct. 11 <sup>th</sup> to Oct 31 <sup>st</sup>		
	<b>Total Purchases</b>	<b>\$ 923,233.25</b>
<b>ACH Payments</b>	<b>\$</b>	<b><u>852,621.30</u></b>

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

NAYS:  
Motion carried 7-0

D. Ratification of Police Officer Appointment

**Treasurer Brixie moved to ratify the appointment of Antonio Trevino to the position of Police Officer contingent upon successful completion of those items stipulated in the conditional offer of employment. Seconded by Trustee Sundland.**

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

NAYS:  
Motion carried 7-0

E. 2019 Board Meeting Schedule Resolution

**Treasurer Brixie moved to adopt the 2019 Township Board Meeting Schedule Resolution. Seconded by Trustee Sundland.**

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

NAYS:  
Motion carried 7-0

F. Additions to the Tax Roll

**Treasurer Brixie moved to assess the charges identified in the staff memorandum with parcel identification available in the Treasurer’s Office dated November 2, 2018 for Delinquent Special Assessments, Utility Bills, False Alarms, Nuisance, Lot Mowing/Code Violation, and Misc. Fees as a tax lien against the subject properties as authorized by Michigan Compiled Laws (MCL) 41.727, 41.728 and Meridian Township Ordinance Code Sections 58-32, 58-33, 78-98, 78-155, 46-5, 82-27, 18-1 and 18-15. Seconded by Trustee Sundland.**

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

NAYS:  
Motion carried 7-0

10. QUESTIONS FOR THE ATTORNEY - NONE

11. HEARINGS - NONE

12. ACTION ITEMS

A. Rezoning #18090 (M & J Management) – **Final Adoption**

**Trustee Jackson moved to adopt the resolution for final adoption of Ordinance No. 2018-11 pursuant to Rezoning #18090. Seconded by Trustee Deschaine.**

Board discussion: Properties to be rezoned.

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

NAYS:  
Motion carried 7-0

B. Rezoning #18100 (HOS Management) – **Final Adoption**

**Trustee Deschaine moved to adopt the resolution for final adoption of Ordinance No. 2018-12 pursuant to Rezoning #18100. Seconded by Trustee Jackson.**

Board discussion: Location in relation to Agenda Item 12A.

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

NAYS:  
Motion carried 7-0

C. Rezoning #18110 (Buckley) – **Final Adoption**

**Trustee Opsommer moved to adopt the resolution for final adoption of Ordinance No. 2018-13 pursuant to Rezoning #18110. Seconded by Treasurer Brixie.**

Board discussion: Antiquated zoning, rezoning beneficial to community, objection to refunding rezoning fees to the applicant, refund appears to support favoritism, possibility of full rezoning in area, board member stated no relationship with applicant, benefits of the location.

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

NAYS:  
Motion carried 7-0

D. Williamstown Township Police Agreement

**Trustee Jackson moved to approve the agreement to continue providing law enforcement services to Williamstown Township beginning January 1, 2019 through December 31, 2021 for the amount of \$225,217 for calendar year 2019, \$229,721 for calendar year 2020, and \$234,316 for calendar year 2021 plus \$58.41 per hour for emergency and non-emergency responses outside the 80 hours of weekly patrol and to authorize the Supervisor and Clerk to sign the agreement. Seconded by Treasurer Brixie.**

Board discussion: Nature of police activity in Williamstown, terms of contract, pricing increases, benefits of agreement.

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

NAYS:  
Motion carried 7-0

E. CBL Property Transfer

**Clerk Dreyfus moved to approve the attached resolution to approve the transfer of property with Milmar Mall, LLC. consisting of 4-acres of Township-owned land on parcel # 21-226-011 for 2.43-acres of land owned by Milmar Mall, LLC on parcel # 15-300-026 as depicted on the attached map, for the purpose of creating a new Farmers' Market facility. Seconded by Trustee Sundland.**

Board discussion: Wording of agreement, details of delays, ground breaking schedule.

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

NAYS:  
Motion carried 7-0

F. ZBA Appointment

**Trustee Jackson moved to approve the appointment made by Supervisor Styka, effective January 1, 2019, of Alexia Mansour to the Zoning Board of Appeals for a 3-year term ending 12/31/2021. Seconded by Treasurer Brixie.**

Board discussion: Recognition of service of former ZBA member Carol Ohlroggee.

VOICE VOTE: Motion carried 7-0

H. Township Treasurer Position

**Trustee Deschaine moved to adopt the "Process for Appointing a New Township Treasurer," including appointment of Supervisor Styka and Trustees Jackson and Opsommer as the application review committee, and adopts the "Application for Meridian Township Treasurer; Candidate Questionnaire." Seconded by Trustee Jackson.**

Board discussion: Appropriateness of waiting until after election, helpfulness of training and job shadowing, Treasurer gave reason for early resignation December 7<sup>th</sup> instead of Dec 31st, transparency problems with posting Treasurer replacement process 10pm Election night, Board member(s) applying for position and proposed process, false sense of urgency with only 5 day application period, 45 days are allowed by State law for appointment, no need for job training due to nature of position, most public offices benefit from fresh perspectives, possible political bias from resigning elected official is reason most public offices don't provide training, wide spread distribution of job posting needed, most companies and organizations require minimum 2 weeks to get pool of qualified candidates, background check of applicants needed, negative aspect of selection process being a political appointment, all Board members need full input on appointment, concerns with Saturday interview timing and structure, lack of transparency due to Special Meeting not televised, no citizen input on an elected position, overview of alternative selection process offered by Clerk (handed out at meeting), Treasurer is a political appointment and past precedence of appointing replacement officials, it is allowed and appropriate to make a timely choice, Treasurer position is not filled as other positions, inappropriateness of background checks, Treasurer position requires qualified elector of Meridian Township to serve, issues of outside recruitment due to residency requirement, ability for selected applicant to move to Township before being sworn in, benefits of distributing job notification to all current boards and commissions, candidates have expressed strong interest already, Board members don't always agree with appointments, importance of training for replacement, probability that Treasurer replacement has been known all along, citizen concerns with proposed process, benefit of Saturday interviews, more people available to interview on a weekend, concerns with lack of criminal background check, 30 day residency requirement to become a qualified elector.

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

ABSTAINED: Treasurer Brixie

NAYS: Clerk Dreyfus

Motion carried 5-1

13. BOARD DISCUSSION ITEMS

A. Medical Marihuana

Staff explained the current draft of the proposed Medical Marihuana Ordinance and outlined all changes since the previous Board discussion.

Board discussion: Including lottery system in the ordinance, permit limits per overlay district, organic market approach, wording of ordinance, LARA prequalification, application process requirement of location, overlay boundary expansion in various areas, possible neighborhood resistance to expansion, aroma mitigation plan, operational plan filing, requirement for notice of possible aromas, need for strong penalties to avoid violations, graduated fine system, draconian nature of steep fines, importance of not discouraging entrepreneurship with heavy fines, citizen concerns with smell and crime warrant steep penalties, anticipation for additional staff, details of lottery system, window approach for applicants, categorizing of lottery process, day by day lottery, Board's place in decision process, current permit appeal process, application review by Clerk – pros and cons, permit process, internet sales, rules on delivery.

**Board consensus to place this item on for discussion at a future meeting.**

B. Transportation Commission

Supervisor Styka expressed support for the Transportation Commission and suggested that the Commission be continued.

Board discussion: Future appointment process, success of the Transportation Commission.

**Board consensus to place this item on for action at a future meeting.**

C. Harkness Law Firm Contract

Board discussion: Service to the Township, successes of the firm, early renewal and/or extension of contract, relationship with the firm, inappropriateness of extending contract early, community benefits of possible competition, importance of bidding process, Harkness contract should go out to bid to determine market value of services currently provided, lowest bids don't always provide best results, good work of firm warrants renewal, process to go up for bid already established.

**Board consensus to place this item on for action at a future meeting.**

D. Rezoning of Township Transferred Property

Director Kieselbach explained the need to rezone the property being transferred to Mirmar Mall LLC in order to keep them compliant with their open space requirement.

**Treasurer Brixie moved to suspend the rules and to initiate the rezoning of the property being transferred to Mirmar Mall LLC. Supported by Trustee Opsommer.**

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

NAYS:  
Motion carried 7-0

E. Sierra Ridge 2 & 3 Public Street Lighting Improvement SAD No. 426

Director Perry discussed a request by Sierra Ridge residents to add streetlights to their neighborhood and explained the processes needed for the Special Assessment.

Board discussion: Type of lights to be used.

**Trustee Jackson moved to approve the Sierra Ridge #2 & #3 Public Streetlight Improvement Special Assessment District No. 426 Resolution #1 showing street lighting improvement location and estimate of cost and Resolution #2 filing the plan with the Clerk's Office, tentatively declaring intention to install and maintain 11 traditional w/cut-off streetlights and defray the cost of operation and maintenance by special assessment against the 35 benefiting units, and setting a public hearing for December 11, 2018.**

Board discussion: Would be easier to allow item be placed for action at next meeting.

**Trustee Jackson withdrew her motion.**

**Board consensus to place this item on the Consent Agenda at the next meeting.**

14. COMMENTS FROM THE PUBLIC

Supervisor Styka Opened Public Remarks at 9:42 pm.

Rhonda Bueche, 4126 Leeward Dr., Okemos; spoke in opposition to Agenda Item 12H and the timeframe.

Travis Copenhaver, 520 N. Main St., Royal Oak; spoke in support of Agenda Item 13A and the lottery process.

Ryan Basore, 6228 Brooklin Ct., East Lansing; spoke in support of Agenda Item 13A and importance of patient access.

Supervisor Styka Closed Public Remarks at 9:50 pm.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS

Treasurer Brixie reported:

- Request for the Clerk to place the election results in the Board packet.

Supervisor Styka reported:

- Stated the Treasurer abstained from the vote on Item 12H.

Clerk Dreyfus reported:

- Treasurer appointment process, passed by Board, limits ability for citizens to give input during the process, timeline is way too short for receiving applications and reviewing them.

Trustee Jackson reported:

- Addressed an entry of Board Communication on the efficiencies of HOMTV and explained the review process of the program.

Manager Walsh reported:

- Explained a credit card charge for \$107.23 that he incurred on 10-19-18 at monthly professional Manager meeting in Dewitt, stated he took 4 people to lunch, expense reimbursement limited to \$12.50 for lunch, he paid the difference for the 5 person lunch himself. Also stated the same thing occurred when he charged 4 lunches at MML Conference in Grand Rapids, he paid the difference between reimbursement limit and restaurant bill.

16. ADJOURNMENT

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

VOICE VOTE:                      Motion carried                      7-0

**Supervisor Styka adjourned the meeting at 9:59 pm.**

17. POSTSCRIPT - NONE

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RONALD J. STYKA,  
TOWNSHIP SUPERVISOR

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BRETT DREYFUS,  
TOWNSHIP CLERK

**Charter Township of Meridian  
Board Meeting  
11/20/2018**

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

COMMON CASH	\$	200,196.93
PUBLIC WORKS	\$	298,790.09
TRUST & AGENCY	\$	138,641.53
TOTAL CHECKS:	\$	637,628.55
CREDIT CARD TRANSACTIONS	\$	11,147.55
Nov 1st to Nov 15th		
TOTAL PURCHASES:	\$	<u>648,776.10</u>
ACH PAYMENTS	\$	<u>435,672.18</u>

Vendor Name	Description	Amount	Check #
1. 2/42 COMMUNITY CHURCH	NOV ELECTION	75.00	
2. 54-A DISTRICT COURT	CASH BOND-FINK, JACOB HOWARD	200.00	99280
3. A C & E RENTALS INC	SIGN INSTALLATION	40.00	
4. DAN ACKLES	REIMB RENEWAL PARAMEDIC LICENSE	25.00	
5. RITI ADHI	NOV ELECTION	204.25	
6. RUTH A AEDER	NOV ELECTION	190.50	
7. AIRGAS GREAT LAKES	STANDING PO - MEDICAL OXYGEN	490.15	
	STANDING PO - MEDICAL OXYGEN	57.75	
	TOTAL	547.90	
8. MELANIE ALESSA	NOV ELECTION	135.50	
9. RUTH ALLEN	ELECTION INSPECTOR	198.75	
10. AT & T	MONTHLY SERVICE - NOV	30.55	
11. AT & T	MONTHLY SERVICE	147.50	
	MONTHLY SERVICE	174.36	
	MONTHLY SERVICE	320.08	
	MONTHLY SERVICE	166.43	
	MONTHLY SERVICE	372.90	
	MONTHLY SERVICE	541.79	
	MONTHLY SERVICE	581.79	
	TOTAL	2,304.85	
12. AT & T MOBILITY	MONTHLY SERVICE X2	149.44	
13. AUTO VALUE OF EAST LANSING	FLEET REPAIR PARTS 2018	26.38	
	FLEET REPAIR PARTS 2018	8.10	
	FLEET REPAIR PARTS 2018	28.49	
	AUTO PART	3.99	
	TOTAL	66.96	
14. CYNTHIA A AVEN	NOV ELECTION	174.00	
15. MIRZA BAIG	NOV ELECTION	167.75	
16. CHARLES BARDEL	NOV ELECTION	204.25	
17. DORRIS BARRON-DEBRO	NOV ELECTION	119.00	
18. BARYAMES CLEANERS	STANDING PO FOR UNIFORM CLEANING	54.00	
19. RICHARD BEADERSTADT	NOV ELECTION	237.50	
20. MARGARET BEALL	NOV ELECTION	196.00	
21. GENIE BEAUFIT-MEDDINGS	NOV ELECTION	193.25	
22. ANN M BECK	NOV ELECTION	242.75	
23. RUTH BECKER	ELECTION INSPECTOR	232.00	
24. BECKS PROPANE	PROPANE FOR CENTER	263.84	
25. BELL EQUIPMENT CO	HYD OIL FILTER	181.99	
26. CELESTE BENNETT	NOV ELECTION	196.00	

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27. MONIQUE BIERWIRTH	NOV ELECTION	190.50	
28. MATTHEW BIERWIRTH	NOV ELECTION	190.50	
29. PAULA BJORNSTAD	ELECTION INSPECTOR	187.75	
30. DELPHINE BOOS	ELECTION INSPECTOR	119.00	
31. MICHAEL BOULUS	NOV ELECTION	217.50	
32. DONNA BOZGAN	NOV ELECTION	177.30	
33. BRD PRINTING	HALLOWEEN ADVENTURES POSTCARD	102.42	
34. JUSTINA BRENNER	NOV ELECTION	196.00	
35. SUZANNE BROUSE	ELECTION INSPECTOR	223.75	
36. BSN SPORTS	SOCCER NETS FOR OKEMOS AND HASLETT ATHLETIC FIELDS	1,234.71	
37. CHRIS BUCK	REIMB FOR MILEAGE - OCT	129.71	
38. BERTHA BULLEN	NOV ELECTION	198.75	
39. ROYA BURTON	REIMB MILEAGE - FOOTBALL PLAYOFFS	218.92	
40. CAPITOL CITY RIFLE CLUB	2019 MEMBERSHIP K. PLAGA	80.00	
	2019 MEMBERSHIP - C. SQUIRES	80.00	
	2019 MEMBERSHIP - K. ROYSTON	80.00	
	2019 MEMBERSHIP - J. CLEMENTS	80.00	
	2019 MEMBERSHIP - K. LYSIK	80.00	
	2019 MEMBERSHIP - A. MECREADY	80.00	
	TOTAL	480.00	
41. CARLSON APPRAISAL CO	PROPERTY APPRAISAL SERVICE FOR 5820 OKEMOS ROAD	950.00	
42. ELIZABETH CARTER	NOV ELECTION	196.00	
43. JAN CHRISTENSEN	NOV ELECTION	201.50	
44. CINTAS CORPORATION #725	MECHANICS UNIFORMS FALL 2018	43.43	
	MECHANICS UNIFORMS FALL 2018	40.13	
	TOTAL	83.56	
45. JAMES A CIOLEK	NOV ELECTION	232.00	
46. THERESA CIPPARONE	NOV ELECTION	196.00	
47. COMCAST CABLE	MONTHLY SERVICE	159.85	
	MONTHLY SERVICE - JUNE/NOV	12.84	
	TOTAL	172.69	
48. SALLY CONLEY	ELECTION INSPECTOR	187.75	
49. CONSUMERS ENERGY	MONTHLY SERVICE	8.20	
50. THERESA COOPER	NOV ELECTION	108.00	
51. JERRE CORY	ELECTION INSPECTOR - NOV	222.75	
52. COURTESY FORD	FORD REPAIR PARTS FALL 2018	62.72	
	FORD REPAIR PARTS FALL 2018	89.64	
	TOTAL	152.36	

Vendor Name	Description	Amount	Check #
53. ROSLYN COVEY	ELECTION INSPECTOR	207.00	
54. BART CRANE	REIMB INVESTIGATOR'S CLOTHING	182.30	
55. ANNE CRUCE	ELECTION INSPECTOR	243.00	
56. CULLIGAN WATER CONDITIONING	WATER SOFTENER SALT	17.00	
57. D & G EQUIPMENT INC	JOHN DEER 970 MULCHING BLADES REPLACEMENT	331.70	
58. SANJIV DAGLI	NOV ELECTION	113.50	
59. CHERYL DAVIO	NOV ELECTION	173.25	
60. EVELYN DAVIS	NOV ELECTION	190.50	
61. VIRGINIA DAWSON	ELECTION INSPECTOR	223.00	
62. DBI	MLA FOLDERS	6.99	
	PENCILS	3.56	
	PENS & PAPER	22.27	
	WHITE COPY PAPER	1,500.70	
	PEN & STAMP PAD	3.42	
	TOTAL	1,536.94	
63. LARISA DEMASS	NOV ELECTION	176.00	
64. DOG WASTE DEPOT	WAST STATION WITH BAG ROLL	255.98	
65. ANDREW DRUST	NOV ELECTION	77.00	
66. BO DUNCAN	NOV ELECTION	190.50	
67. DURO-LAST, INC	ROOF INSPECTION	150.00	
68. LAUREN DYER	NOV ELECTION	113.50	
69. MARILEE EAGAN	NOV ELECTION	190.50	
70. MARY EDGAR	ELECTION INSPECTOR	232.00	
71. ELECTION SOURCE	TRANSFER CONTAINER CERTIFICATES-PRINTED	22.75	
	ICX BOTER ACCESS CARD WITH CHIP	107.35	
	MASTER CARD-PREPRINTED W/ VOTER HISTORY	134.83	
	ACCUVOTE OVAL SECRECY SLEEVE	391.89	
	ACCUVOTE OVAL SECRECY SLEEVE	391.23	
	"I VOTED" STICKER'S	341.51	
	TOTAL	1,389.56	
72. BERTICE L ELLIS	ELECTION INSPECTOR	237.50	
73. LYNNE ESCHTRUTH	ELECTION INSPECTOR	119.00	
74. ANNE ESDALE	NOV ELECTION	116.25	
75. VERONICA ESTRELLA	NOV ELECTION	190.50	
76. ELIZABETH EVANGELISTA	ELECTION INSPECTOR	222.75	
77. CHARLIE FANTA	MOUNTING OF WILD TURKEY ON TABLE BASE	550.00	
78. DEANNE MULITT	NOV ELECTION	87.00	
79. MISSY FINELLI	NOV ELECTION	187.75	
80. FIRE SMART PROMOTIONS	COMMUNITY RISK REDUCTION MATERIALS	2,650.00	

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81. FIRST COMMUNICATIONS	MONTHLY SERVICES	907.55	
82. FISHBECK, THOMPSON, CARR & HUBER	WDV 18-11 PROFESSIONAL SERVICES	913.75	
	WDV18-12 PROFESSIONAL SERVICES	807.25	
	WUP 18-03 PROFESSIONAL SERVICES	1,249.50	
	WDV 18-13 PROFESSIONAL SERVICES	1,719.75	
	TOTAL	4,690.25	
83. RHONDA FISHEL	ELECTION INSPECTOR	222.75	
84. MARY ELIZABETH FLETCHER	ELECTION INSPECTOR	240.25	
85. DOLORES FOOTE	ELECTION INSPECTOR	116.25	
86. FORESIGHT GROUP	WATER BILL MAILING 10/15	224.75	
	WATER BILL MAILING 10/31	529.17	
	TOTAL	753.92	
87. FORESTRY SUPPLIERS, INC	HERBICIDE FOR LAND PRESERVES	1,003.39	
88. THOMAS FRAZIER	ELECTION INSPECTOR	108.00	
89. GALLAGHER BENEFIT SERVICES, INC	MONTHLY CONSULTING FEE - OCT	2,741.77	
	MONTHLY CONSULTING FEE - NOV	2,741.77	
	TOTAL	5,483.54	
90. BARBARA GARRARD	ELECTION INSPECTOR	226.50	
91. JOHN GARRISON	NOV ELECTION	193.25	
92. GEE FARMS	TREES FOR TOWNER ROAD PARK	2,127.00	
93. CAROL ANN GIACIN	ELECTION INSPECTOR	189.75	
94. KATHRYN GILLISON	ELECTION INSPECTOR	242.75	
95. GRANGER	ACCT#15896200 MONTHLY SERVICE	208.54	
	ACCT#16021600 MONTHLY SERVICE	9.00	
	TOTAL	217.54	
96. GRANGER	REFUSE CHARGES - OCT	35.00	
97. HEATHER GRAY	NOV ELECTION	135.50	
98. JOAN GRAY	NOV ELECTION	237.50	
99. JOEL GRAY	NOV ELECTION	193.25	
100 JANE GREENWAY	REIMB FOR MILEAGE - OCT	33.25	
101 STEPHANEY GUILD	NOV ELECTION	67.75	
102 MIKE HAGBOM	REIMB INVESTIGATOR'S CLOTHING	325.00	
103 JERRY HALM	ELECTION INSPECTOR	108.00	
104 LORETTA A HALM	ELECTION INSPECTOR	108.00	
105 CHRISTINE HAMPTON	ELECTION INSPECTOR	237.50	
106 KEVIN HARVEY	REIMB INVESTIGATOR'S CLOTHING	325.00	
107 MARLENE HARVITH	NOV ELECTION	242.75	

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Vendor Name	Description	Amount	Check #
108 HASLETT COMMUNITY CHURCH			
	NOV ELECTION	75.00	
109 CYNTHIA HELMAN			
	ELECTION INSPECTOR	206.50	
110 STANLEY D HICKS			
	NOV ELECTION	102.50	
111 ELAINE HIGH			
	NOV ELECTION	178.75	
112 ALLAN HIRT			
	NOV ELECTION	170.50	
113 B RAY HORN			
	ELECTION INSPECTOR	245.75	
114 DAVID HORNER			
	NOV ELECTION	187.75	
115 SUE HOSBACH			
	ELECTION INSPECTOR	77.00	
116 DAWN HUDECEK			
	NOV ELECTION	59.50	
117 JEROME HULL JR			
	NOV ELECTION	234.75	
118 IDNETWORKS IDENTIFICATION			
	ID NETWORKS LIVE SCAN FINGERROLL	3,495.00	
119 IMAGE TREND INC			
	IMAGE TREND EMS SUPPORT	4,858.92	
120 INFO-TECH RESEARCH GROUP			
	INFO TECH RESEARCH GROUP 1 YEAR REUP	4,130.00	
121 INGHAM COUNTY			
	PC REPLACEMENT AND INSTALL.	39,954.00	
122 INK OASIS			
	TONER RESTOCK FOR PRINTERS	3,030.00	
123 MISTY JACKSON			
	NOV ELECTION	168.50	
124 JOHN DEERE FINANCIAL			
	4TH QTR FUEL 2018	10,985.13	
	4TH QTR FUEL 2018	7,079.19	
	TOTAL	18,064.32	
125 MAEGAN JOHNSON			
	NOV ELECTION	170.50	
126 PATRICIA JOHNSON			
	NOV ELECTION	201.50	
127 LINDA JONES			
	NOV ELECTION	190.50	
128 NANCY G KANISTANAUX			
	ELECTION INSPECTOR	243.00	
129 JEAN KAUFMANN			
	NOV ELECTION	167.75	
130 KEBS INC			
	BOUNDERY SURVAY FOR NEMOKE LAND PRESERVE	9,594.68	
131 JOANNE KEITH			
	NOV ELECTION	82.50	
132 KENTWOOD OFFICE FURNITURE			
	OFFICE CHAIR REPAIR	40.00	
	OFFICE FURNITURE FOR CHIEFS OFFICE	2,275.30	
	OFFICE FURNITURE FOR CHIEFS OFFICE	609.44	
	TOTAL	2,924.74	
133 JAGJIT KHANUJA			
	NOV ELECTION	110.75	
134 GEORGIANA KIM			
	NOV ELECTION	193.25	
135 KITCH DRUTCHAS WAGNER VALITUTTI			
	DAS/MOBILITIE AGREEMENT	3,300.00	
	DAS/MOBILITIE/FCC/SB637	1,170.00	
	TOTAL	4,470.00	
136 GAYLORD KLEUCKLING			
	ELECTION INSPECTOR	257.50	

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Vendor Name	Description	Amount	Check #
137 KODIAK EMERGENCY VEHICLES	ESTIMATE INSTALL HEATER FD RESCUE TRUCK	426.10	
138 CLIFFORD KOLLER	NOV ELECTION	193.25	
139 JAMES KRUSE	ELECTION INSPECTOR	113.50	
140 LAKEVIEW APARTMENTS	EMERG CRC PM'T TO AVOID EVICTION	680.00	99121
141 KATHLEEN LANGHALS	NOV ELECTION	198.75	
142 LANSING SANITARY SUPPLY INC	NATURE CENTER WALK OFF MATS	137.79	
	BAG ICE MELT	1,377.29	
	STANDING PO FOR CLEANING SUPPLIES/EQUIPMENT	83.69	
	STANDING PO FOR CLEANING SUPPLIES/EQUIPMENT	67.33	
	TOTAL	1,666.10	
143 LANSING UNIFORM COMPANY	STANDING PO FOR UNIFORMS	225.85	
	STANDING PO FOR UNIFORMS	69.95	
	STANDARD POLICE UNIFORM PURCHASE	212.40	
	STANDARD POLICE UNIFORM PURCHASE	981.70	
	TOTAL	1,489.90	
144 LEAK PETROLEUM EQUIPMENT INC	DRIVE OFF-REPLACE BREAK AWAY	245.33	
145 REBECCA MAY LEEFERS	ELECTION INSPECTOR	243.00	
146 IRMA JEAN LILLROSE	ELECTION INSPECTOR	226.50	
147 KATHERINE NINA LINCOLN	ELECTION INSPECTOR	193.25	
148 JANET LINCOLN	ELECTION INSPECTOR	113.50	
149 CHRISTINE LONGSKI	NOV ELECTION	193.25	
150 PATRICIA LONIER	NOV ELECTION	162.25	
151 ROBERT G LOVELL	ELECTION INSPECTOR	97.00	
152 NALINI MADHUKAR	NOV ELECTION	193.25	
153 TOMA MANOLOV	NOV ELECTION	187.75	
154 MAPERS	2019 MEMBERSHIP-F. WALSH, M. MATTISON	200.00	
155 TOM MARSHALL	ELECTION INSPECTOR	248.50	
156 PAMELA MAXWELL	NOV ELECTION	190.50	
157 MARGARET MCHENRY	NOV ELECTION	207.00	
158 LAURA LEA MCMAHON	ELECTION INSPECTOR	101.75	
159 MERIDIAN TOWNSHIP	TRANSFER FOR FLEX CKING P/R 11.09.18	763.61	
160 MEDICAL MANAGEMENT SYSTEMS	OF AMBULANCE BILLING SERVICE	4,226.09	
161 CHRISTINE MILLER	NOV ELECTION	113.50	
162 CYNTHIA MIMS	NOV ELECTION	196.00	
163 MOORE MEDICAL LLC	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	1,854.77	
	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	19.90	
	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	62.00	
	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	(55.00)	
	TOTAL	1,881.67	

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164 MATT MORFORD	NOV ELECTION	237.50	
165 CAROLE MURRAY	NOV ELECTION	190.50	
166 MUZZALL GRAPHICS	TAX BILLS AND TAX NOTICES	731.64	
	TAX BILLS AND TAX NOTICES	1,935.22	
	TOTAL	2,666.86	
167 MYERS PLUMBING	NO HOT WARE-OKEMOS LIBRARY	2,417.88	
168 PENNSYLVANIA ASSOC OF CREDIT MGMT	BACKUP NETWORK SWITCH	215.44	
169 NAPA	FLEET REPAIR PARTS 2018	96.53	
	FLEET REPAIR PARTS 2018	46.45	
	FLEET REPAIR PARTS 2018	87.84	
	FLEET REPAIR PARTS 2018	68.12	
	FLEET REPAIR PARTS 2018	111.85	
	FLEET REPAIR PARTS 2018	74.74	
	TOTAL	485.53	
170 NETWORKFLEET, INC	VEHICLE TRACKING SYSTEM	56.85	
171 NEW HOPE CHURCH	NOV ELECTION	75.00	
172 OKEMOS COMMUNITY EDUCATION	NOV ELECTION	200.00	
173 OVERHEAD DOOR OF LANSING	NORTH FIRE ST EMERG DOOR REPAIR	305.00	
	CENTRAL FIRE STATION DOOR REPAIR	312.30	
	TOTAL	617.30	
174 CARRIE L OWENS	ELECTION INSPECTOR	237.50	
175 ELLEN K PASSAGE	ELECTION INSPECTOR	215.50	
176 AMANDA PATTON	NOV ELECTION	93.50	
177 BECKY PAYNE	REIMB INVESTIGATOR'S CLOTHING	325.00	
178 PECKHAM	JANITORIAL SERVICES PSB, HARRIS ,MB,SC 2018	6,391.99	
179 BRIAN PENNELL	REIMB-RENEWAL OF PARAMEDIC LICENSE	25.00	
180 PEOPLEFACTS LLC	PROFESSIONAL SERVICES - NOV	39.81	
	PROFESSIONAL SERVICES - OCT	29.94	
	TOTAL	69.75	
181 ANNE PERKINS	NOV ELECTION	119.00	
182 MARY ANN PETERSON	ELECTION INSPECTOR	215.50	
183 GINGER PETTY	ELECTION INSPECTOR	226.50	
184 BILL PIERCE	NOV ELECTION	201.50	
185 MARY B PIFER	NOV ELECTION	243.00	
186 PLAYMAKERS	BICYCLE PATROL SHOES-A. MCCONAUGHY	108.00	
187 THE POLACK CORPORATION	CONTRACT	2,143.01	
188 POSTMASTER	CYCLE 6 WATER BILLS	307.30	99281
189 PROGRESSIVE AE	2018 LAKE LANSING WATERSHED MANAGEMENT	565.00	

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190 QUALITY TIRE INC	4 TIRES	699.40	
191 RICHARD RADWAY	NOV ELECTION	182.25	
192 JOAN RATLIFF	ELECTION INSPECTOR	99.00	
193 EMMA REARDON	NOV ELECTION	105.25	
194 MARK RESTUM	NOV ELECTION	201.50	
195 KIT RICH	REIMB FOR MILEAGE - OCT	113.36	
196 SHIRLEY RUMMINGER	ELECTION INSPECTOR	248.50	
197 CECIL RYALS	NOV ELECTION	221.00	
198 SAFETY SYSTEMS INC	ANNUAL ALARM SERVICE AGREEMENT	60.00	
	ANNUAL ALARM SERVICE AGREEMENT	51.00	
	ANNUAL ALARM SERVICE AGREEMENT	107.00	
	ANNUAL ALARM SERVICE AGREEMENT	41.00	
	ANNUAL ALARM SERVICE AGREEMENT	54.00	
	ANNUAL ALARM SERVICE AGREEMENT	43.00	
	ANNUAL ALARM SERVICE AGREEMENT	52.00	
	ANNUAL ALARM SERVICE AGREEMENT	31.00	
	TOTAL	439.00	
199 BALWINDER SANDHU	ELECTION INSPECTOR	108.00	
200 PHIL SCARBOROUGH	NOV ELECTION	102.50	
201 TOM SCHABERG	NOV ELECTION	108.00	
202 KRISTI SCHAEDING	NOV ELECTION	81.50	
203 NICHOLAS SCHAEDING	NOV ELECTION	212.50	
204 EMILY SCHECK	NOV ELECTION	201.50	
205 DARIA NINA SCHLEGA	NOV ELECTION	138.25	
206 JUDY SCHUSTER	ELECTION INSPECTOR	105.25	
207 MARTIN SCHWARTZ	NOV ELECTION	102.50	
208 JOHN SCOTTCRAIG	NOV ELECTION	245.75	
209 ELIZABETH SENGER	ELECTION INSPECTOR	135.50	
210 CHARLES J SENGER	NOV ELECTION	90.75	
211 JEAN SEWARD	NOV ELECTION	190.50	
212 ESTHER SHAW	NOV ELECTION	110.75	
213 SME	PROF SRVS 8/27 TO 9/23 - OK RD BRIDGE REHAB	806.25	
	PROF SRVS 8/27 TO 9/23 GRD RVR/JODON WTRMN	2,430.25	
	PROF SRVS 8/27 TO 9/23 PARK DEVELOPMENT	1,231.25	
	TOTAL	4,467.75	
214 JOYCE SMITH	ELECTION INSPECTOR-NOV	242.75	
215 SNAP-ON TOOLS	SCANNER UPGRADE	2,878.00	
216 SOUTHEASTERN EQUIPMENT CO	CASE BACKHOE REPAIRS	6,633.84	
217 SPRINT	CELLULAR PHONE SERVICE FOR SGT'S VEHICLES	98.10	

Vendor Name	Description	Amount	Check #
218 STATE OF MICHIGAN	RENEWAL ASSESSOR CERT - WOZNIAK	175.00	
	RENEWAL ASSESSOR CERT - FLOWER	175.00	
	ACCT #2020833 N MERIDIAN RD WELL	142.16	
	TOTAL	492.16	
219 LARRY STEPHENS	NOV ELECTION	190.50	
220 ST LUKE LUTHERAN CHURCH	NOV ELECTION	75.00	
221 SUE CAROL STRAIT	ELECTION INSPECTOR	243.00	
222 S.V.C.I.C.C.	2019 MEMB RENEWAL J. HECKAMAN/R. RAY	30.00	
223 SWAGIT PRODUCTIONS, LLC	CONTRACTUAL SERVICE FOR HOMTV VIDEO HOSTING LIVE STREAMING & CLOSED CAPTIONING	3,462.00	
224 EDWARD SYMANZIK	ELECTION INSPECTOR	203.50	
225 JOSHUA SYMANZIK	NOV ELECTION	267.75	
226 RACHEL SYMANZIK	NOV ELECTION	242.75	
227 TRACY SYMANZIK	NOV ELECTION	31.00	
228 TRINA TAYLOR	ELECTION INSPECTOR	240.25	
229 TRACY THOMPSON	NOV ELECTION	108.00	
230 RADKA TODOROVA	NOV ELECTION	127.25	
231 LAURIE TOSSAVE	NOV ELECTION	160.25	
232 STEPHEN TROSTY	ELECTION INSPECTOR	138.25	
233 MARY TURNER	NOV ELECTION	187.75	
234 UNITED CHURCH OF CHRIST	NOV ELECTION	75.00	
235 VERIZON WIRELESS	MONTHLY SERVICE	2,548.13	
236 GREGORY WADE	NOV ELECTION	190.50	
237 PATRICIA A WALSH	ELECTION INSPECTOR	245.75	
238 JUDY WENZEL	ELECTION INSPECTOR	222.75	
239 WEST SHORE FIRE	SIREN MAINTENANCE	1,375.00	
240 KAREN R WHITMYER	ELECTION INSPECTOR	59.50	
241 DIANE L WILSON	ELECTION INSPECTOR	232.00	
242 DONNA WILSON	NOV ELECTION	267.75	
243 DOREEN WOODWARD	NOV ELECTION	245.75	
244 JUANITA WORD	ELECTION INSPECTOR	190.50	
245 KATHLEEN ZIPPER	NOV ELECTION	201.50	
TOTAL - ALL VENDORS		200,196.93	
FUND TOTALS:			
Fund 101 - GENERAL FUND		138,715.61	
Fund 204 - PEDESTRIAN BIKEPATH MILLAGE		819.69	
Fund 208 - PARK MILLAGE		3,257.99	
Fund 209 - Land Preservation Millage		10,613.01	
Fund 211 - PARK RESTRICTED/DESIGNATED		2,127.00	
Fund 230 - CABLE TV		8,368.13	

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DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN  
EXP CHECK RUN DATES 11/20/2018 - 11/20/2018  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: GF

Vendor Name	Description	Amount	Check #
Fund 246 - TIRF		2,995.25	
Fund 250 - COMMUNITY NEEDS FUND		680.00	
Fund 454 - FIRE STATION CONSTRUCTION FUND		2,275.30	
Fund 661 - MOTOR POOL		30,344.95	

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 DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN  
 EXP CHECK RUN DATES 11/20/2018 - 11/20/2018  
 BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
 BANK CODE: PW

Vendor Name	Description	Amount	Check #
1. KIMBERLEE & JASON CHESNEY	REFUND OVERPM'T FINAL #BIBL-002032-0000-02	86.00	
2. BRAD CHOI-DEYOUNG	REFUND OVERPM'T FINAL #CHER-004520-0000-09	109.61	
3. CITY OF EAST LANSING	OPERATING COSTS BWL-JOLLY RD-NOVEMBER	258,171.25	
4. FASTENALL	SOCKETS	88.40	
5. FERGUSON WATERWORKS #3386	METER ANGLE VALVES	4,400.00	
	WATER SYSTEM REPAIR PARTS 2018	124.00	
	WATER SYSTEM REPAIR PARTS OPEN FALL 2018	324.48	
	EMERG SEWER REPAIR	549.47	
	WATER SYSTEM REPAIR PARTS OPEN FALL 2018	1,760.00	
	LF 5/8 X3/4 METER V4 R9001	2,160.00	
	MTR FLANGES	4,400.96	
	WATER SYSTEM REPAIR PARTS 2018	35.00	
	WATER SYSTEM REPAIR PARTS OPEN FALL 2018	69.12	
	TOTAL	13,823.03	
6. FISHBECK, THOMPSON, CARR & HUBER	INTERCEPTOR AND SIPHON REHABILITATION	11,446.00	
7. GALLAGHER BENEFIT SERVICES, INC	MONTHLY CONSULTING FEE - OCT	508.23	
	MONTHLY CONSULTING FEE - NOV	508.23	
	TOTAL	1,016.46	
8. CHAD HOUCK	REIMB MILEAGE	163.50	
9. MARISOL PLASCENCIA	REFUND OVERPM'T FINAL #KENT-002195-0000-03	52.55	
10. PCN NETWORK	REFUND OVERPM'T FINAL #TWIN-005183-0000-02	370.89	
11. ZHIMING QU	REUND OVERPM'T FINAL #AMID-001600-0000-02	85.61	
12. SME	PROF SRVE 8/27 TO 9/23 MISC SWR REPORTS	1,073.00	
13. STATE OF MICHIGAN	DEQ COMM WATER SUPPLY	10,871.54	
14. TRI TITLE AGENCY LLC	REFUND OVERPM'T FINAL #WDWN-001153-0000-02	104.61	
	REFUND OVERPM'T FINAL #WNHE-003899-0000-04	175.98	
	REFUND OVERPM'T FINAL #SAPP-005155-0000-04	111.86	
	REFUND OVERPM'T FINAL #CAVA-003702-0000-01	187.94	
	REFUND OVER;M'T FINAL #ARBE-003577-0000-00	27.06	
	REFUND OVERPM'T FINAL #AZTE-004341-0000-01	235.49	
	REFUND OVERPM'T FINAL #MAID-001572-0000-02	121.37	
	TOTAL	964.31	
15. VERIZON WIRELESS	MONTHLY SERVICE	467.94	
TOTAL - ALL VENDORS		298,790.09	
FUND TOTALS:			
Fund 590 - SEWER FUND		14,422.10	
Fund 591 - WATER FUND		284,367.99	

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DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN  
EXP CHECK RUN DATES 11/20/2018 - 11/20/2018  
BOTH JOURNALIZED AND UNJOURNALIZED OPEN AND PAID  
BANK CODE: TA

Vendor Name	Description	Amount	Check #
1. EAST LANSING PUBLIC SCHOOLS	2018 SUMMER TAX COLLECTION	3,896.51	12432
2. HASLETT PUBLIC SCHOOLS	2018 SUMMER TAX COLLECTION	8,914.57	12433
3. INGHAM INTERMEDIATE SCHOOL	2018 SUMMER TAX COLLECTION	53,306.67	12434
4. INGHAM COUNTY TREASURER-BROWNFIELD	2018 SUMMER CAPTURE	84.78	12435
5. OKEMOS PUBLIC SCHOOLS	2018 SUMMER TAX COLLECTION	72,425.09	12437
6. WILLIAMSTON SCHOOLS	2018 SUMMER TAX COLLECTION	13.91	12436
TOTAL - ALL VENDORS		138,641.53	
FUND TOTALS:			
Fund 701 - TRUST & AGENCY		138,641.53	

## Credit Card Charges from November 1st to November 15th

Posting Date	Transaction Merchant Name	Transaction Amount	Account Name
2018/11/01	06319 - LANSING AIRPORT A	\$8.00	CHRIS BUCK
2018/11/15	06319 - LANSING AIRPORT A	\$5.00	CHRIS BUCK
2018/11/08	ACORN NATURALISTS	\$186.95	CATHERINE ADAMS
2018/11/06	AM LEONARD	\$50.94	KELSEY DILLON
2018/11/01	AMAZON PRIME	\$119.00	KRISTI SCHAEING
2018/11/05	AMAZON.COM*M86O40X30	\$11.98	MICHELLE PRINZ
2018/11/08	AMAZON.COM*M872F5BD2	\$56.61	MICHELLE PRINZ
2018/11/07	AMAZON.COM*M87HI3HX1 AMZN	\$142.62	KRISTI SCHAEING
2018/11/09	AMAZON.COM*M87X138P1	\$42.88	KRISTI SCHAEING
2018/11/05	AMAZON.COM*M89IP8XK0	\$77.94	MICHELLE PRINZ
2018/11/08	AMZN MKTP US*M81BZ5802	\$356.50	MICHELLE PRINZ
2018/11/08	AMZN MKTP US*M82LM9801	\$263.50	MICHELLE PRINZ
2018/11/08	AMZN MKTP US*M83DE78H1	\$44.74	CATHERINE ADAMS
2018/11/12	AMZN MKTP US*M84DH16E0	\$207.00	BENJAMIN MAKULSKI
2018/11/05	AMZN MKTP US*M850M7XN1	\$69.26	KRISTI SCHAEING
2018/11/09	AMZN MKTP US*M854C6851	\$83.35	MICHELLE PRINZ
2018/11/05	AMZN MKTP US*M86JT7XN1	\$47.06	KRISTI SCHAEING
2018/11/01	AMZN MKTP US*M89S23PY1	\$73.30	KRISTI SCHAEING
2018/11/12	ASFPM MADISON WI	\$160.00	NYAL NUNN
2018/11/12	BAYMONT INN KALAMAZOO	\$152.98	SCOTT DAWSON
2018/11/09	BELLE TIRE 044	\$50.00	JIM HANSEN
2018/11/06	CARELINC MEDICAL EQUIPM	\$40.00	DEREK PERRY
2018/11/12	CITY OF E LANSING PARK	\$1.50	CHRIS BUCK
2018/11/08	D & K TRUCK CO.	\$242.40	TODD FRANK
2018/11/07	DEQ PWS NCOM	\$142.16	KATHERINE RICH
2018/11/01	DOMINO'S 1206	\$72.45	ANDREA SMILEY
2018/11/01	DOMINO'S 1206	\$27.92	ANDREA SMILEY
2018/11/02	EATON FARM COOP MASON	\$6.10	LAWRENCE BOBB
2018/11/05	EIG*CONSTANTCONTACT.COM	\$600.00	ANDREA SMILEY
2018/11/01	FACEBK 2RPMHEMT2	\$49.99	DEBORAH GUTHRIE
2018/11/05	FACEBK 4HGBYGW862	\$18.18	DARCIE WEIGAND
2018/11/14	FACTORY EXPRESS	\$142.60	ROBIN FAUST
2018/11/01	FASTENAL COMPANY01	\$48.15	ROBERT STACY
2018/11/05	FIRST DUE FIRE SUPPLY CO	\$179.96	WILLIAM PRIESE
2018/11/09	FLEETPRIDE 476	\$114.55	TODD FRANK
2018/11/07	FRANKLINCOVEYPRODUCTS	\$36.55	MIRIAM MATTISON
2018/11/14	GALESBURG ELECTRIC INDUST	\$200.43	PETER VASILION
2018/11/05	GFS STORE #0392	\$76.27	BRETT DREYFUS
2018/11/09	GFS STORE #1901	\$14.58	MATTHEW WALTERS
2018/11/02	GFS STORE #1901	\$49.02	ANDREA SMILEY
2018/11/12	GFS STORE #1901	\$42.24	TOM OXENDER
2018/11/01	HAMMOND FARMSLANDS	\$105.00	LAWRENCE BOBB
2018/11/02	HAMMOND FARMSLANDS	\$78.00	LAWRENCE BOBB
2018/11/02	HAMMOND FARMSLANDS	\$10.00	MATT FOREMAN
2018/11/08	HASLETT TRUE VALUE HARDW	\$5.99	MATTHEW WALTERS
2018/11/14	HASLETT TRUE VALUE HARDW	\$5.78	JIM HANSEN
2018/11/01	HASLETT TRUE VALUE HARDW	\$3.49	TOM OXENDER
2018/11/07	HASLETT TRUE VALUE HARDW	\$5.49	TOM OXENDER
2018/11/09	HIGH GRADE MATERIALS CO	\$482.30	MIRIAM MATTISON
2018/11/15	HOBBY LOBBY #360	\$38.36	DARCIE WEIGAND
2018/11/12	HOBBY LOBBY #360	\$110.00	ERIN LINN

2018/11/15	INT'L CODE COUNCIL INC	\$135.00	JOHN HECKAMAN
2018/11/09	JACKSON HIRSH INC	\$184.09	KRISTEN COLE
2018/11/06	JETS PIZZA - MI-053 - MOT	\$52.29	LAWRENCE BOBB
2018/11/15	JIMMY JOHNS - 90055 - MOT	\$86.65	MICHELLE PRINZ
2018/11/06	KROGER #793	\$49.94	ANDREA SMILEY
2018/11/06	KROGER #793	\$3.34	ANDREA SMILEY
2018/11/09	KROGER #793	\$9.99	MICHELLE PRINZ
2018/11/08	LEXISNEXIS RISK SOL EPIC	\$80.75	KRISTI SCHAEDING
2018/11/12	MAGNETICMIC.COM	\$184.57	WILLIAM PRIESE
2018/11/12	MARCOS PIZZA - 1235	\$92.00	JOYCE A MARX
2018/11/02	MEIJER INC #025 Q01	\$29.98	WILLIAM RICHARDSON
2018/11/12	MEIJER INC #025 Q01	\$22.99	KRISTI SCHAEDING
2018/11/12	MEIJER INC #025 Q01	\$25.98	CATHERINE ADAMS
2018/11/12	MGFOA MEMBERSHIP DUES	\$120.00	MIRIAM MATTISON
2018/11/01	MICHIGAN METER #3373	\$138.72	CHAD HOUCK
2018/11/12	MICHIGAN RETAILERS ASSO	\$130.00	CHRIS BUCK
2018/11/02	MICHIGAN TOWNSHIPS ASS	\$296.50	MICHELLE PRINZ
2018/11/05	MIDWEST POWER EQUIPMENT	\$54.19	LAWRENCE BOBB
2018/11/15	MIDWEST POWER EQUIPMENT	\$143.93	MARK VROMAN
2018/11/09	MIDWEST POWER EQUIPMENT	\$49.99	MATT FOREMAN
2018/11/14	MIDWEST POWER EQUIPMENT	\$12.99	MATT FOREMAN
2018/11/14	MIFMA	\$300.00	DARCIE WEIGAND
2018/11/07	MONOPRICE, INC.	\$258.36	STEPHEN GEBES
2018/11/05	OFFICEMAX/DEPOT 6194	\$62.99	KYLE ROYSTON
2018/11/09	OFFICEMAX/DEPOT 6194	\$33.77	SCOTT DAWSON
2018/11/01	OFFICEMAX/DEPOT 6194	\$344.16	BRETT DREYFUS
2018/11/09	PENSKE TRK LSG 027328	\$253.00	DENNIS ANTONE
2018/11/09	PENSKE TRK LSG 027328	\$250.00	DENNIS ANTONE
2018/11/07	PETMOUNTAIN COM	\$131.29	CATHERINE ADAMS
2018/11/05	RANCH LIFE PLASTICS INC	\$557.83	DENNIS ANTONE
2018/11/14	ROWERDINK INC.	\$195.00	JIM HANSEN
2018/11/05	SOLDANS FEEDS & PET S	\$10.74	CATHERINE ADAMS
2018/11/12	SOLDANS FEEDS & PET S	\$10.74	CATHERINE ADAMS
2018/11/12	SQ *RECLAIMED BY DESIGN	\$60.00	WILLIAM PRIESE
2018/11/08	SUBWAY 03078979	\$98.02	BRETT DREYFUS
2018/11/08	SUBWAY 03078979	\$84.78	BRETT DREYFUS
2018/11/08	SUBWAY 03078979	\$33.97	BRETT DREYFUS
2018/11/05	THE HOME DEPOT #2723	\$105.20	LAWRENCE BOBB
2018/11/08	THE HOME DEPOT #2723	\$15.54	LAWRENCE BOBB
2018/11/09	THE HOME DEPOT #2723	\$19.97	ROBERT STACY
2018/11/05	THE HOME DEPOT #2723	\$37.58	KELSEY DILLON
2018/11/09	THE HOME DEPOT #2723	\$17.53	KELSEY DILLON
2018/11/01	THE HOME DEPOT #2723	\$13.47	PETER VASILION
2018/11/07	THE HOME DEPOT #2723	\$14.51	PETER VASILION
2018/11/12	THE HOME DEPOT #2723	\$10.24	PETER VASILION
2018/11/15	THE HOME DEPOT #2723	\$12.98	MIKE ELLIS
2018/11/07	THE HOME DEPOT #2723	\$29.94	DAVID LESTER
2018/11/02	THE HOME DEPOT #2723	\$187.36	DAN PALACIOS
2018/11/15	THE HOME DEPOT #2723	\$14.48	DAN PALACIOS
2018/11/05	THE HOME DEPOT #2723	\$101.46	KENNITH PHINNEY
2018/11/05	THE HOME DEPOT #2723	\$32.93	KENNITH PHINNEY
2018/11/02	THE HOME DEPOT #2723	\$120.00	WILLIAM PRIESE
2018/11/15	THE HOME DEPOT #2723	\$49.97	WILLIAM PRIESE
2018/11/09	THE HOME DEPOT #2723	\$42.02	MATT FOREMAN
2018/11/12	THE HOME DEPOT #2723	\$169.56	MATT FOREMAN

2018/11/12	TOP HAT CRICKET FARM INC	\$23.47	CATHERINE ADAMS
2018/11/07	TRACTOR SUPPLY #1149	\$78.94	LAWRENCE BOBB
2018/11/06	USPS PO 2569800864	\$19.65	DARCIE WEIGAND
2018/11/12	VERIZON WRLS M4806-01	\$82.47	STEPHEN GEBES
2018/11/12	WAL-MART #2866	\$89.82	MATTHEW WALTERS
2018/11/01	WAL-MART #2866	\$82.22	BRAD BACH
2018/11/06	WAL-MART #2866	\$14.64	KENNITH PHINNEY
2018/11/06	WALGREENS #11286	\$13.99	DARCIE WEIGAND

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<b>TOTAL</b>	<b>\$11,147.55</b>
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ACH Transactions

Date	Payee	Amount	Purpose
11/06/18	Blue Care Network	32,350.46	Employee Health Insurance
11/14/18	Blue Care Network	8,664.31	Employee Health Insurance
11/16/18	Blue Care Network	4,020.45	Employee Health Insurance
11/07/18	ICMA	34,848.24	Payroll Deductions 11/09/18 Payroll
11/07/18	IRS	93,326.93	Payroll Taxes 11/09/18 Payroll
11/07/18	Various Financial Institutions	<u>262,461.79</u>	Direct Deposit 11/09/18 Payroll
	<b>Total ACH Payments</b>	<u><u>435,672.18</u></u>	



**To:** Board Members

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

**Date:** November 20, 2018

**Re:** Sierra Ridge #2 & #3 Public Streetlighting Improvement  
Special Assessment District #426 - Resolution #1 & #2

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A request was received from the property owners of Sierra Ridge for installation and maintenance of streetlights in Sierra Ridge #2 & #3. The proposed plan is for eleven (11) streetlights, Traditional fixtures with cut-off, and black standard poles, to be installed and maintained along Sleepy Hollow Lane, Fresno Lane and Sacramento Way. (See attached map)

Resolution #1 orders plans to be prepared showing the improvement, the location, and the estimate of cost. Resolution #2 files the plans and cost estimate with the Clerks Office and declares the Township Board's intention to make the improvements and tentatively designates a special assessment district and sets a public hearing on Tuesday, December 11, 2018, for hearing objections to the improvement, cost estimate, and assessment district.

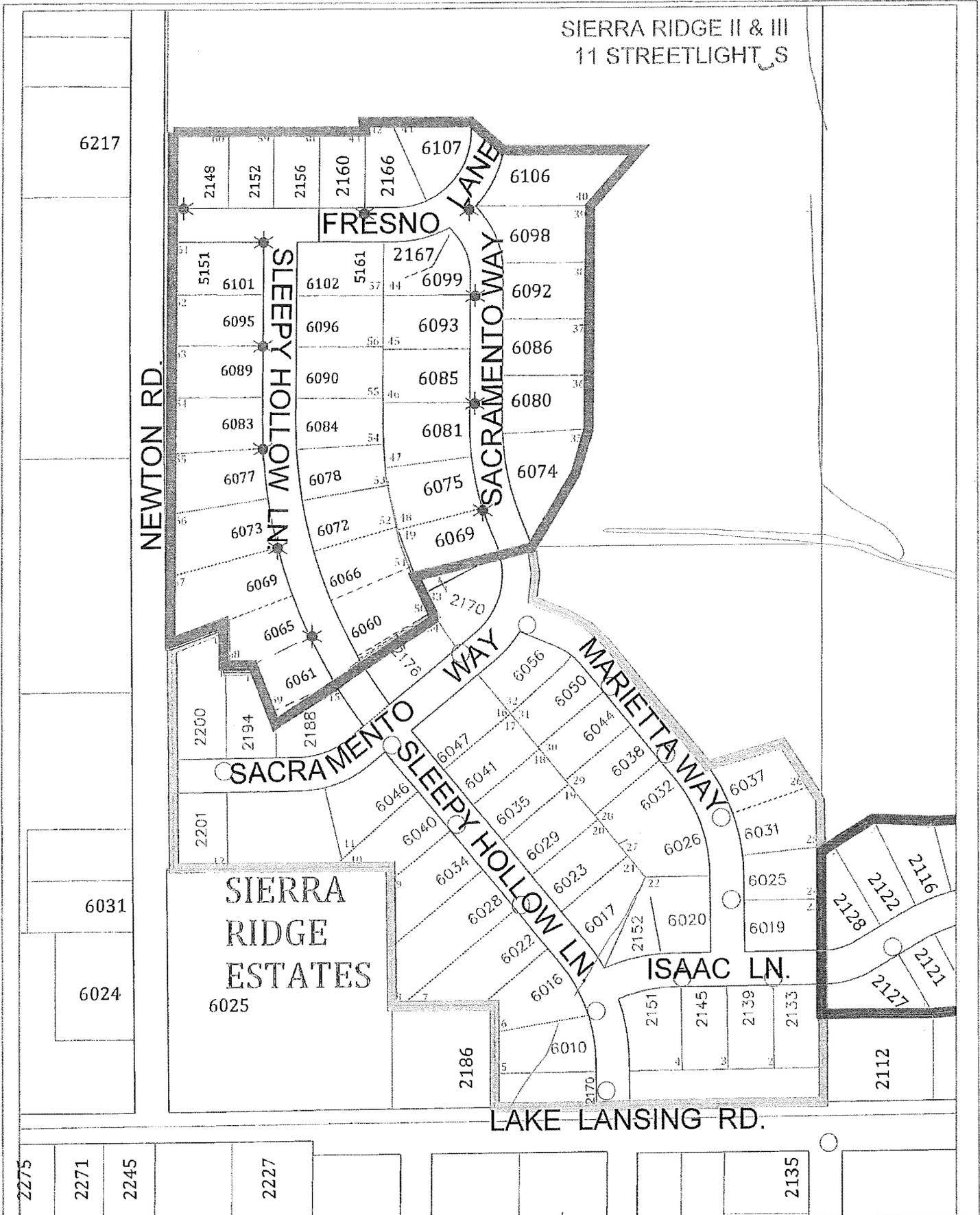
The proposed first year cost for streetlighting in Sierra Ridge #2 & #3 is \$5,893 (\$168.38/lot) and the cost annually thereafter will be \$1,540 (\$44.00/lot) (subject to adjustment).

**Proposed Motion:**

**"Move to approve the Sierra Ridge #2 & #3 Public Streetlighting Improvement Special Assessment District #426- Resolution #1, ordering plans to be prepared showing the streetlighting improvement, location, and estimate of cost; and Resolution #2, filing the plans showing the improvement, location and estimate of cost with the Clerk's Office, tentatively declaring intention to install and maintain 11 traditional w/cut-off streetlights and defray the cost of operation and maintenance by special assessment against the 35 benefiting units, and setting a public hearing for December 11, 2018."**

Attachments

SIERRA RIDGE II & III  
11 STREETLIGHTS



SIERRA RIDGE II & III  
STREETLIGHT DISTRICT



EXISTING LIGHTS ○ PROPOSED LIGHTS (1) ⬤

Meridian Charter Township Ingham County, Michigan		DATE: 11/15/11	PROJECT: 111111
ENGINEERING DEPARTMENT		DESIGNER: J. J. JONES	CHECKER: M. M. MORGAN
NEW STREETLIGHTS SECTION 4		SCALE: 1" = 400'	DATE: 11/15/11

NO SCALE

**SIERRA RIDGE #2 & #3 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 426**

**RESOLUTION NO. 1**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Thursday, November 20, 2018 at 6:00 p.m.

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

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

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

**WHEREAS**, the Township Board of the Charter Township of Meridian, Ingham County, Michigan, acting on a request from property owners of Sierra Ridge and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain streetlights in Sierra Ridge 2 & 3 to service the proposed special assessment district area described as:

**Lots 35-49, Sierra Ridge #2; and Lots 50-69, Sierra Ridge #3; and**

**WHEREAS**, the public streetlighting improvement consists of installing eleven (11) streetlights, Traditional fixtures with cut-off, and black standard poles along Sleepy Hollow Lane, Fresno Lane & Sacramento Way.

**WHEREAS**, the Township Board desires to proceed with this public streetlighting improvement;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:**

1. The Township's Director of Public Works & Engineering is hereby ordered to prepare plans showing the improvements, the location thereof and estimates of the cost thereof, pursuant to the project as previously set forth in this resolution.

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

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

**STATE OF MICHIGAN)**  
    ) ss.  
**COUNTY OF INGHAM )**

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on Thursday, November 20, 2018.

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

**SIERRA RIDGE #2 & #3 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 426**

**RESOLUTION NO. 2**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Thursday, November 20, 2018, at 6:00 p.m.

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

\_\_\_\_\_

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

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

**WHEREAS**, the Township Board of the Charter Township of Meridian deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain the following described public streetlighting improvements:

Install, operate and maintain eleven (11) streetlights, Traditional fixtures with cut-off and black standard poles along Sleepy Hollow Lane, Fresno Lane & Sacramento Way.

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

**WHEREAS**, the Township Board has caused to be prepared by the Township's Director of Public Works & Engineering, plans showing the improvement and location thereof and an estimate of the cost thereof; in accordance with a resolution of the Township Board pursuant to Act 188, Public Acts of Michigan, 1954, as amended; and

**WHEREAS**, the same has been received by the Township Board; and

**WHEREAS**, the Township Board desires to proceed further with the improvements;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:**

1. The plans showing the improvement and location thereof and an estimate of the cost thereof be filed with the Township Clerk and be available for public examination.
2. The Township Board tentatively declares its intention to make the following public streetlighting improvements: Install, operate and maintain eleven (11) streetlights, Traditional fixtures with cut-off, and black standard poles along Sleepy Hollow Lane, Fresno Lane & Sacramento Way.
3. There is hereby tentatively designated a special assessment district against which the cost of said improvement is to be assessed, consisting of the lots and parcels of land described as:

Lots 35-49, Sierra Ridge #2; and Lots 50-69, Sierra Ridge #3

4. The Township Board shall meet in the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI on Tuesday, December 11, 2018 at 6:00 p.m. at which time and place the Township Board will hear objections to the improvement and to the special assessment district therefore. All objections must be filed in writing.
5. The Township Clerk is hereby ordered to cause notice of such hearing and the fact that the Township Board is proceeding on its own initiative to be published twice prior to said hearing in a newspaper of general circulation in the Township, the first publication to be at least ten (10) days before the time of the hearing, and pursuant to Act 188, Public Acts of Michigan, 1954, as amended, shall cause said notice to be mailed by first class mail to all record owners of, or parties in interest in, property in the special assessment district, at the addresses shown on the current tax records of the Township, at least ten (10) full days before the date of said hearing.
6. Said notice shall be in substantially the following form: (See Attached)
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

**ADOPTED:**

**YEAS:**

\_\_\_\_\_  
\_\_\_\_\_

**NAYS:**

\_\_\_\_\_

Resolution declared adopted.

**STATE OF MICHIGAN)**

) ss.

**COUNTY OF INGHAM)**

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on Thursday, November 20, 2018.

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

**SIERRA RIDGE #2 & #3 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 426**

**NOTICE OF HEARING**

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

Lots 35-49, Sierra Ridge #2; and Lots 50-69, Sierra Ridge #3

**PLEASE TAKE NOTICE** that the Township Board of the Charter Township of Meridian, acting on a request from property owners of Sierra Ridge and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, has determined to make the following described public streetlighting improvement:

Install, operate, and maintain eleven (11) streetlights, Traditional fixtures with cut-off and black standard poles along Sleepy Hollow Lane, Fresno Lane & Sacramento Way

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

Plans and estimates have been prepared and are on file with the Township Clerk for public examination.

**TAKE FURTHER NOTICE** that the Township Board will meet Tuesday, December 11, 2018, at 6:00 p.m. at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, for the purpose of hearing objections to the improvement and the special assessment district therefore. The Township Board is also interested in hearing those that favor the proposed project.

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

The Township Board may proceed with the improvement and special assessment district unless written objections from more than 20% of the property owners are filed with the Township Board at or before the hearing.

**"FOR PURPOSES OF THIS HEARING, THE AMOUNT TO BE ASSESSED AGAINST YOUR PROPERTY  
IS ESTIMATED TO BE:**

<b>First Year Cost:</b>	<b>\$ 168.38/Lot</b>
<b>Annually Thereafter:</b>	<b>\$ 44.00/Lot</b>

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

\_\_\_\_\_  
Brett Dreyfus, Township Clerk  
CHARTER TOWNSHIP OF MERIDIAN

**Sierra Ridge #2 & #3 Public Streetlighting Improvement Special Assessment District No. 426**

	Property Address	Parcel #	Lot #	Subd #	Property Owner	Owner Address	First Year Assessment	Annually Thereafter
1	6074 Sacramento Way	3302-02-04-402-001	35	#2	Scott D & Amy L Basel Trustees	6074 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
2	6080 Sacramento Way	3302-02-04-402-002	36	#2	Anna Bora Lee & Dino Rocco Precopio	6080 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
3	6086 Sacramento Way	3302-02-04-402-003	37	#2	Thomas D & Melissa A Allis	6086 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
4	6092 Sacramento Way	3302-02-04-402-004	38	#2	Michelle Rhodes Trust	6092 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
5	6098 Sacramento Way	3302-02-04-402-005	39	#2	Christopher M & Robyn D'Haem	6098 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
6	6106 Fresno Lane	3302-02-04-402-006	40	#2	Philip & Brenda Rose	6106 Fresno Lane, East Lansing, MI 48823	\$168.38	\$44.00
7	6107 Fresno Lane	3302-02-04-401-001	41	#2	Sean P & Dayna Zielinski	6107 Fresno Lane, East Lansing, MI 48823	\$168.38	\$44.00
8	2166 Fresno Lane	3302-02-04-401-002	42	#2	Sheri L & Mark D Conn	2166 Fresno Lane, East Lansing, MI 48823	\$168.38	\$44.00
9	2160 Fresno Lane	3302-02-04-401-003	43	#2	Thomas F & Mary L Kearney	2160 Fresno Lane, East Lansing, MI 48823	\$168.38	\$44.00
10	6099 Sacramento Way	3302-02-04-452-010	44	#2	Janaki R & Krishna K Karchalla	6099 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
11	6093 Sacramento Way	3302-02-04-452-009	45	#2	Gregory J & Lesley CK Comer	6093 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
12	6085 Sacramento Way	3302-02-04-452-008	46	#2	Matthew & Ann Mansfield	6085 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
13	6081 Sacramento Way	3302-02-04-452-007	47	#2	Kurt E & Amy Ronayne Krause	6081 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
14	6075 Sacramento Way	3302-02-04-452-006	48	#2	Paul & Angela Stewart	6075 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
15	6069 Sacramento Way	3302-02-04-452-005	49	#2	Dana M & Diane K Spence	6069 Sacramento Way, East Lansing, MI 48823	\$168.38	\$44.00
16	6060 Sleepy Hollow	3302-02-04-452-018	50	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
17	6066 Sleepy Hollow	3302-02-04-452-017	51	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
18	6072 Sleepy Hollow	3302-02-04-452-016	52	#3	Mayank Agrawal & Sunitha Yadav	6072 Sleepy Hollow Lane, East Lansing, MI 48823	\$168.38	\$44.00
19	6078 Sleepy Hollow	3302-02-04-452-015	53	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
20	6084 Sleepy Hollow	3302-02-04-452-014	54	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
21	6090 Sleepy Hollow	3302-02-04-452-013	55	#3	Daria Ann Devoe & Julia A Yingling	6090 Sleepy Hollow Lane, East Lansing, MI 48823	\$168.38	\$44.00
22	6096 Sleepy Hollow	3302-02-04-452-012	56	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
23	6102 Sleepy Hollow	3302-02-04-452-011	57	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
24	2156 Fresno Lane	3302-02-04-401-004	58	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
25	2152 Fresno Lane	3302-02-04-401-005	59	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
26	2148 Fresno Lane	3302-02-04-401-006	60	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
27	6101 Sleepy Hollow	3302-02-04-451-005	61	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
28	6095 Sleepy Hollow	3302-02-04-451-006	62	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
29	6089 Sleepy Hollow	3302-02-04-451-007	63	#3	Kenneth & Janet Zenner	6089 Sleepy Hollow Lane, East Lansing, MI 48823	\$168.38	\$44.00
30	6083 Sleepy Hollow	3302-02-04-451-008	64	#3	Alan B & Jennifer A Archambault	6083 Sleepy Hollow Lane, East Lansing, MI 48823	\$168.38	\$44.00
31	6077 Sleepy Hollow	3302-02-04-451-009	65	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
32	6073 Sleepy Hollow	3302-02-04-451-010	66	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
33	6069 Sleepy Hollow	3302-02-04-451-011	67	#3	Joseph & Ann Garrett	6069 Sleepy Hollow Lane, East Lansing, MI 48823	\$168.38	\$44.00
34	6065 Sleepy Hollow	3302-02-04-451-012	68	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
35	6061 Sleepy Hollow	3302-02-04-451-013	69	#3	GS Fedewa Builders, Inc.	5570 Okemos Road, East Lansing, MI 48823	\$168.38	\$44.00
							\$5,893.30	\$1,540.00



**To: Board Members**  
**From: Michael Hamel, Fire Chief**  
**Date: November 16, 2018**  
**Re: Ratification of Full-Time Paramedic/Firefighter Appointment**

---

The Fire Department has a need to promote/hire a full-time firefighter due to a recent resignation. The department currently has one part-time paramedic/firefighter and he expressed interest in the position. Supervisors and fellow employees recommend Firefighter Anthony Kozlowski. Tony has been with the department since 2015.

The following motion is prepared for Board consideration:

**MOVE TO AUTHORIZE THE FIRE DEPARTMENT TO PROMOTE FIREFIGHTER ANTHONY KOZLOWSKI TO FULL-TIME PARAMEDIC/FIREFIGHTER.**



**To: Board Members**  
**From: Julie Brixie, Township Treasurer**  
**Date: November 19, 2018**  
**Re: Change of Authorized Signers for Financial Institutions**

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With the change of Township officials, it is necessary to update the authorized signers for each of the financial institutions with which we have a relationship.

The current list consists of:

Horizon  
PNC  
Independent  
First National Bank of America  
Multi Bank Securities  
Commercial Bank  
Michigan Class  
MSU Federal Credit Union  
Flagstar  
First Clearing LLC

**Move to adopt a resolution entitled “Authority to Open an Account” for each of the listed financial institutions in a staff memorandum dated November 19, 2018, with the effective date of December 7, 2018.**

RESOLUTION OF CHARTER TOWNSHIP OF MERIDIAN  
AUTHORITY TO OPEN ACCOUNT

I hereby certify that I Brett Dreyfus am the duly elected and qualified Clerk and the keeper of the records of Charter Township of Meridian and that the following is a true and complete copy of a resolution duly adopted at a meeting of the Township Board held on \_\_\_\_\_, and that such resolution shall be in full force and effect, as of \_\_\_\_\_.

RESOLVED, That Horizon Bank, ("**Bank**"), is hereby designated a depository of Charter Township of Meridian and that funds deposited therein may be withdrawn upon checks or other instruments of Charter Township of Meridian ("Township").

RESOLVED FURTHER, That all payroll, trust & agency and retainage checks, drafts, notes, withdrawals or orders shall be signed by Phil Deschaine, Township Treasurer. All other checks, shall be signed by Phil Deschaine, Township Treasurer, and any one of the following: Ronald J. Styka, Supervisor; Frank L. Walsh, Manager; and Brett Dreyfus, Clerk. The Deputy Treasurer will perform EFT/ACH payments and wire transfers from these accounts as directed by Phil Deschaine, Township Treasurer.

RESOLVED FURTHER, That Phil Deschaine, Township Treasurer, is authorized to make verbal telephone requests upon the Bank for the purchase of investments (by use of the Personal Identification Number assigned to him if required by the Bank) and in the case of his inability to exercise this function, any two of the following may issue written instructions to the Bank for the purchase of investments: Ronald J Styka, Supervisor; Frank L. Walsh, Manager; and Brett Dreyfus, Clerk.

RESOLVED FURTHER, That the Bank is hereby authorized and directed to honor any withdrawals and to pay any checks and other instruments drawn against said funds, to the order of the Treasurer or any two of the above named officials signing and/or countersigning such instruments.

RESOLVED FURTHER, That the above designated officers are hereby authorized to execute, on behalf of the Township, signature cards, or other documents, containing the rules and regulations of the Bank and the conditions under which deposits are accepted, and to agree on behalf of the Township to those rules, regulations, and conditions as amended.

RESOLVED FURTHER, That the Clerk shall certify to the Bank the names, of those holding the offices or positions listed above and shall thereafter as changes in those offices may occur, immediately certify to the Bank a revised list of officers who are authorized to act in accordance with this resolution. Bank may rely on such certifications and shall be indemnified by the Township from and against any claims, expenses, or losses resulting from honoring the signature of any officer so certified, or from refusing to honor any signature not so certified. These resolutions shall remain in force until written notice to the contrary shall have been received by the Bank, but receipt of such notice shall not affect any prior action taken by the Bank in reliance on this resolution or any certification made in connection herewith.

I further certify that the following are the titles, names and genuine signatures of the OFFICERS AUTHORIZED BY THE ABOVE RESOLUTIONS.

NAME and TITLE, SIGNATURE \_\_\_\_\_ FACSIMILE SIGNATURE (if used)

\_\_\_\_\_  
Phil Deschaine, Treasurer

\_\_\_\_\_

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

\_\_\_\_\_

\_\_\_\_\_  
Frank L. Walsh, Manager

\_\_\_\_\_

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

\_\_\_\_\_

I hereby certify the above and I have hereunto subscribed my name as Clerk of Meridian Charter Township on \_\_\_\_\_.

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

386007712  
Township's Tax Payer ID#



**To: Board Members**  
**From: Chris Buck, Economic Development Director**  
**Date: November 20, 2018**  
**Re: Downtown Development Authority Tax Increment Financing Public Hearing**

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At its 10.16.2018 regular meeting, the Township Board passed a resolution to hold a public hearing regarding the Downtown Development Authority's Development and Tax Increment Financing Plan. As required by the DDA State Act, noticing occurred on 10.28.2018 and again on 11.11.2018.

In your packet you will find a presentation prepared for the Township, taxing jurisdictions and the public explaining the request for such a Tax Increment Financing Plan. Funding mechanisms are needed to make the properties in the DDA "development ready". The contamination and infrastructure shortfalls make any project, at least in the three core blocks on the west side of Okemos Road, cost prohibitive for redevelopment as noted by the five failed attempts to redevelop in the past decade.

Staff and the DDA consultants have been meeting with each of the taxing jurisdictions to ask them to participate in this vision to redevelop the area with favorable feedback. So far, the CATA board voted unanimously to approve the plan and the Ingham County EDC did as well. The Lansing Economic Area Partnership (LEAP) serves as staff for Ingham County. Their President and CEO has heard the DDA's presentation twice, asked thorough follow up questions and drafted a strong letter of support. Letters of support are in our packet. Many more meetings are scheduled.

In addition, the developer and staff have joined in hosted in four community engagement session since August in an effort garner feedback and gain support. It is everyone's goal to remain as transparent in this process as possible.

**Attachments**

1. DDA TIF Plan Presentation
2. CATA Letter of Support 10.18.2018
3. LEAP/Ingham County EDC Letter of Support 11.9.2018



# Downtown Development Authority Tax Increment Financing Update

## BRIEF HISTORY OF THE DDA

- The Meridian DDA was established in 2006
- Includes 97 Parcels (grey are on map on right)
- Was nearly 100% occupied but had aging infrastructure
- DDA TIF plan gave limited tax increment revenue for minor improvements
- The recession has taken its toll on:
  - Taxable values of land
  - Revenue for the DDA
  - Building occupancy





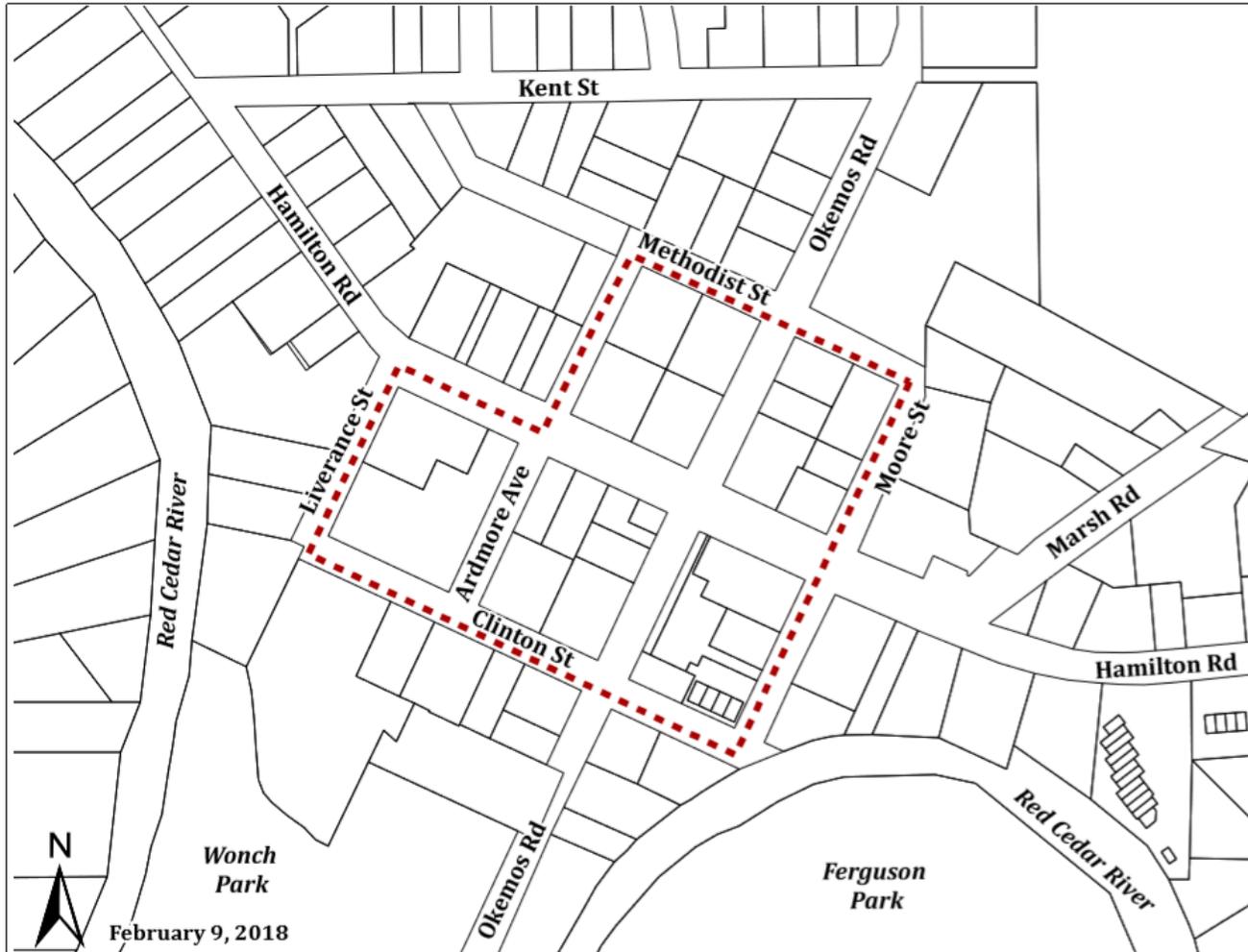
# Current Conditions: 11 Empty Buildings, Contamination, Obsolete Infrastructure and Frustrated Residents





# The Township is “All In” for Redevelopment

## 5 Core Blocks Targeted in 2017 Master Plan



- Hired its 1<sup>st</sup> Economic Development Director
- Created a \$700,000 Redevelopment Fund to Assist Developers
- Updated its Ordinance allowing Taller Buildings & More Dense Development
- Established the Meridian Brownfield Redevelopment Authority
- Certified as a Redevelopment Ready Community via the Michigan Economic Development Corporation (MEDC) - First Township in MI to do so



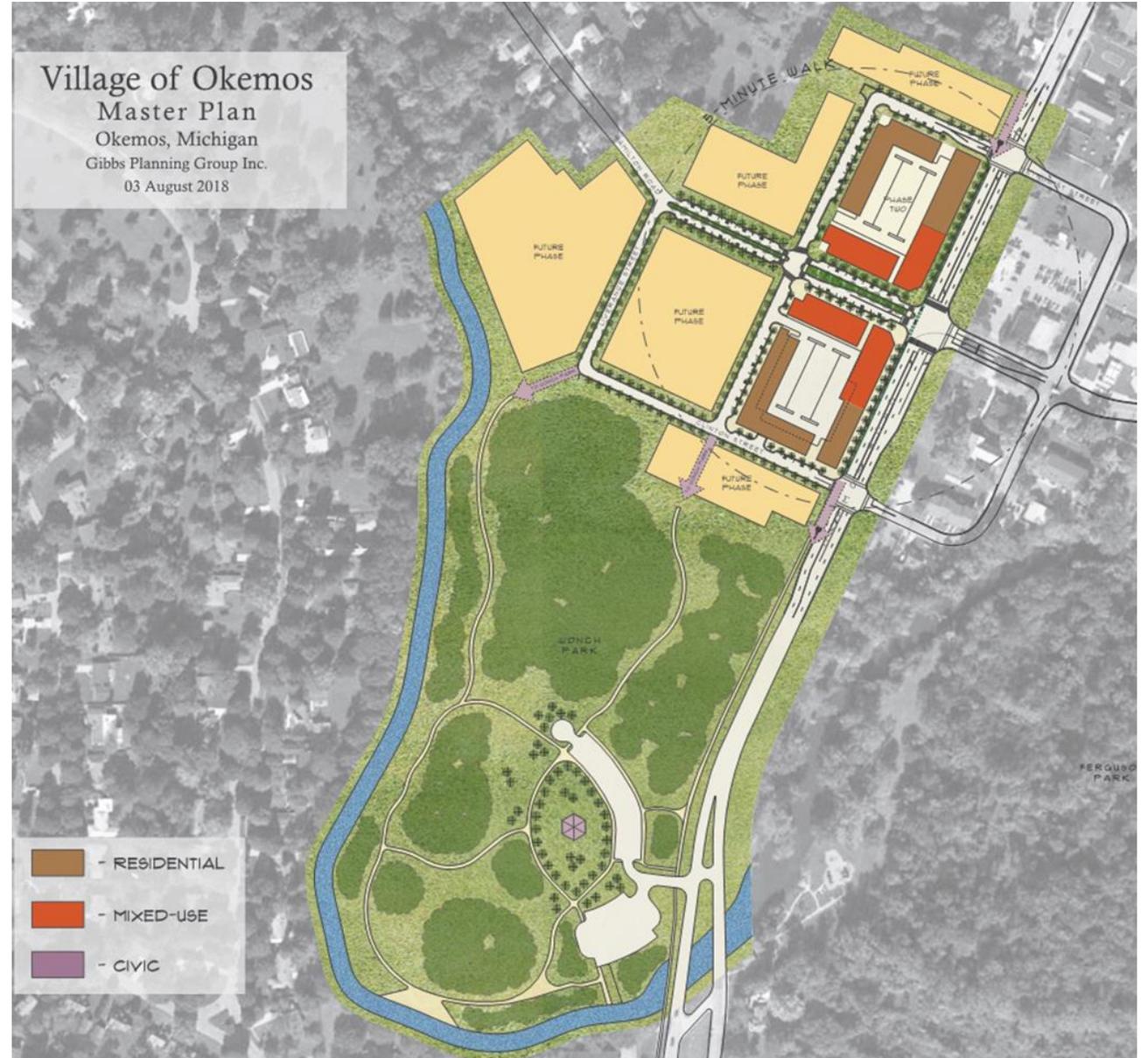
# The Township Has A Developer

- Partnered with Douglas J
- Secured ownership of 3 of 5 blighted and contaminated target core block area
- Paid for traffic study & has approved traffic plan
- Identified contamination and infrastructure costs
- Developer is willing to do the necessary work, so long as there is a mechanism for reimbursement





- Proposing multi story mixed-use redevelopment
- Commercial on 1st floors, residential above and integrated parking
- Expected Capital Investment of \$100M in Phase 1 (2 colored blocks)
- Anticipated Capital Investment of \$50M in Phase 2 (current Douglas J block)
- Significant increases to Future Taxable Values
- Plans to activate Wonch Park and Red Cedar River

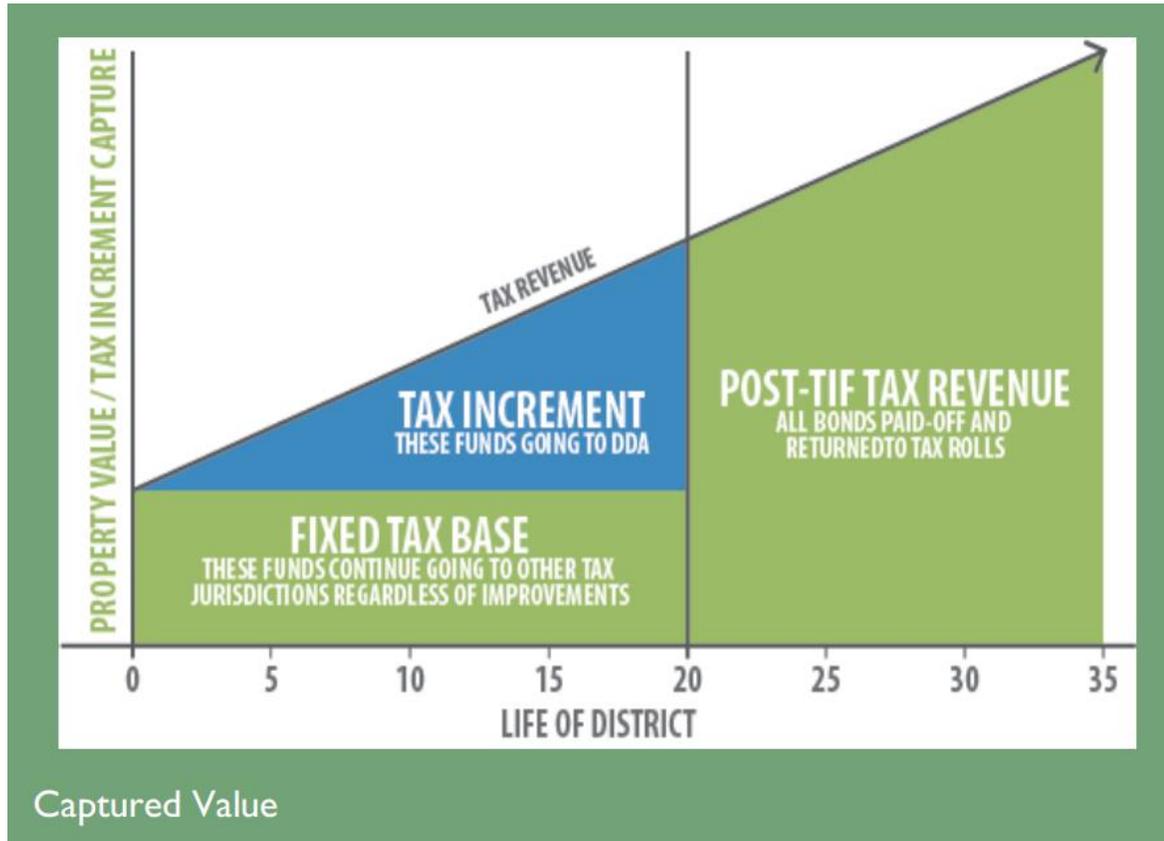




# Updating the DDA TIF Plan to Generate Funds

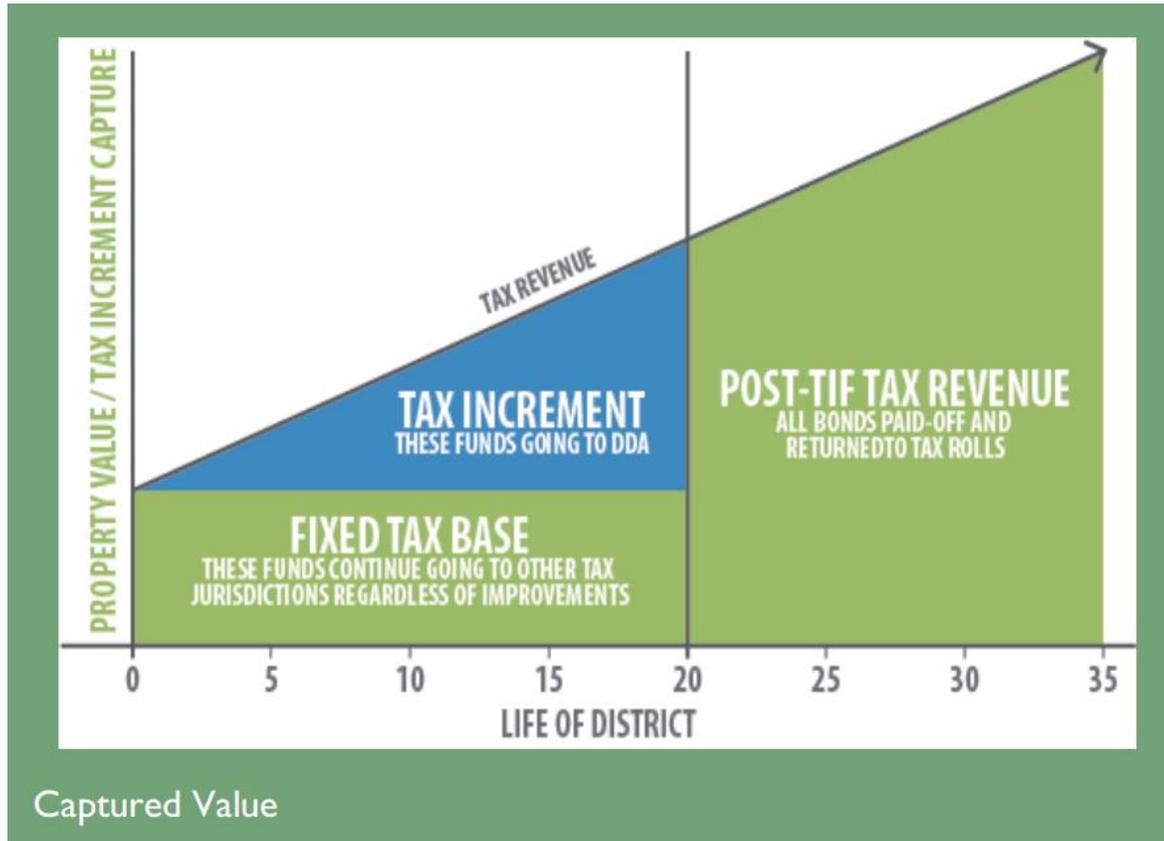
- The DDA is in the process of updating it's Development and Tax Increment Financing Plan.
- The Plan will allow for the DDA to capture only the increase on taxable value on parcels within the DDA.
- The Plan will define “eligible activities” or ways the DDA can spend the money it collects, which will include reimbursement for approved improvements to infrastructure and contamination clean up.
- Tax Increment Financing is legal and highly regulated. A tutorial is on the next two slides.
- Taxing Jurisdictions like LCC, CATA, CADL, Ingham County and the Capitol Region International Airport are notified about this Plan update and they have 60-days to “opt out” and not allow increment that would normally pass to them to be collected by the DDA.
- If the Taxing Jurisdictions opt out, the development project will not proceed. There simply will not be enough increment collected to complete the work needing to be done. The property will remain as it is.
- Township staff and the DDA consultants have been meeting with the jurisdictions to explain the program and urge them to opt in. So far there has been a lot of support for the project shown.

# Tax Increment Financing Basics



- TIF plans begin by establishing a base taxable value, in our case the 2018 Base Taxable Value (assessed values on December 31, 2017).
- Organizations like LCC, CATA, CADL, the Airport and the County (called taxing jurisdictions or TJs) receive their millage rate for taxes collected – this number, without a TIF, fluctuates annually based on each year's assessed value.
- A TIF plan freezes that level for a period of time, in this case 20 years. Taxing jurisdictions receive the fixed tax base revenue for these years.
- As property values increase, the TJs receive their base tax revenue (green) and the DDA captures the increase, or increment (blue), and can use that money for certain eligible activities like infrastructure improvements.

# Tax Increment Financing Basics (cont.)



- Once the TIF plan expires, the TJs will revert back to receiving tax revenue based on the assessed value of the land. As demonstrated, the value will have ballooned (Post-TIF Tax Revenue - green between years 20-35)
- Meridian's plan is unique in that, assuming the development project moves forward, the DDA Board voted unanimously to build in an annual inflationary rate multiplier structure of 2.14% on the Base Taxes each year to help the TJs meet their budgetary needs. 2.14% is the average increase of inflation over the past 20-years.



## DDA TIF Update: SUMMARY

- Township needs funding assistance from the DDA, the Michigan Economic Development Corporation (MEDC) and Michigan Department of Environmental Quality (MDEQ) to make this land redevelopment ready
- If the DDA Plan does not get full support of the Taxing Jurisdiction's the redevelopment project will not happen
- The 2.14% annual inflationary increase appears to be higher than any Taxing Jurisdiction's annual forecasted budget increase

*If we don't take full advantage of this amazing opportunity,  
it is likely this space will remain blighted for decades to come.*



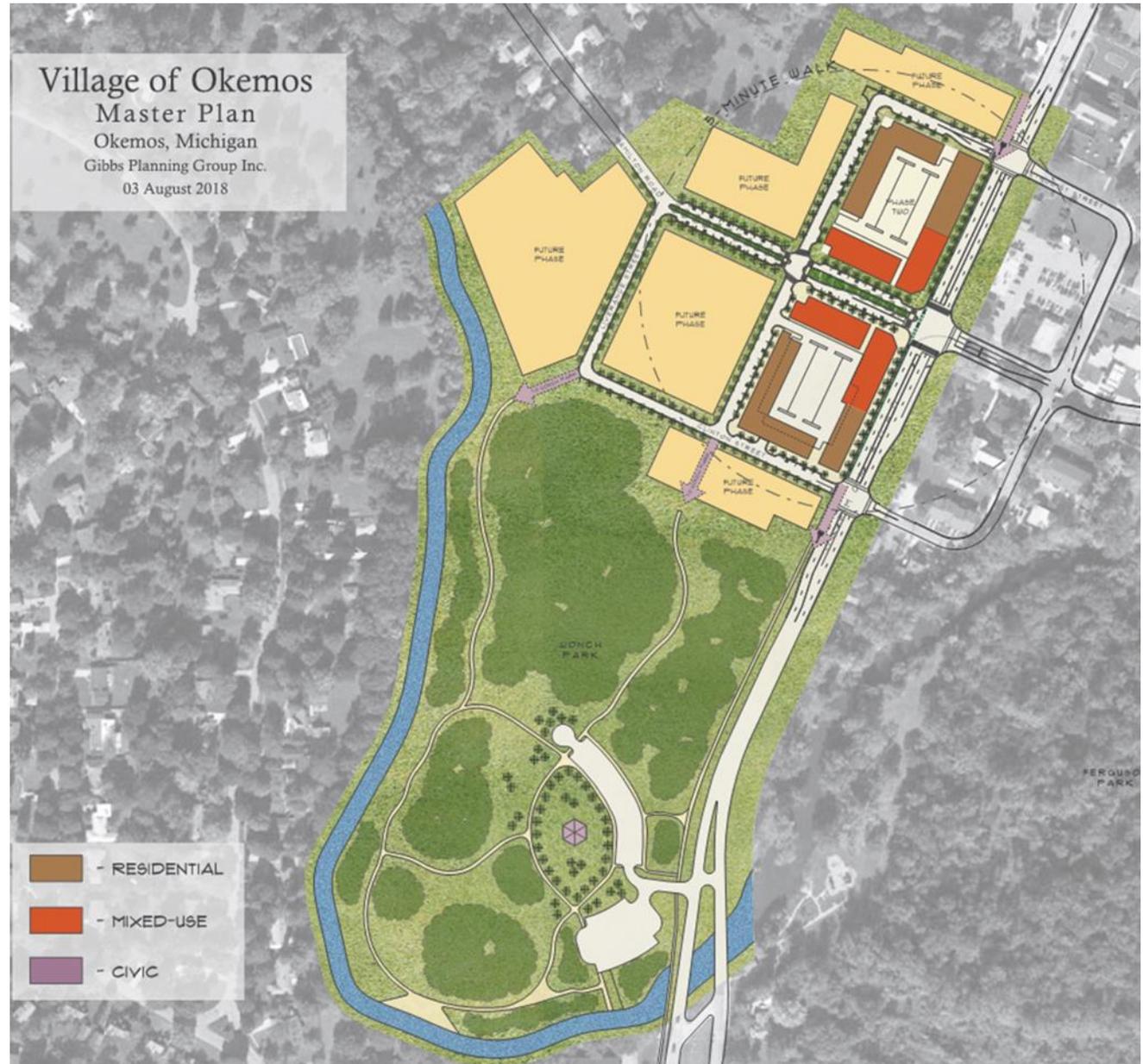
# Thank You!

Chris Buck  
Director of Economic Development  
[Buck@meridian.mi.us](mailto:Buck@meridian.mi.us)  
517.853.4568

Eric P. Helzer, EDFP  
Advanced Redevelopment Solutions  
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Matthew A. Kuschel  
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517.381.3162





October 18, 2018

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

Mr. Walsh:

On Thursday September 27, 2018, CATA staff met with Meridian Twp. Supervisor, Ron Styka, Trustee Dan Opsommer and the Township's consultants to discuss the proposed development referred to as the "Four Corners Project". The group discussed how, through a revision to the current DDA boundary and implementation of Tax Increment Financing (TIF), the Township could develop a funding mechanism to improve the infrastructure needed to support this \$150 million investment and establish a viable Downtown Okemos Plan.

To accomplish this, taxing jurisdictions, including CATA, are being asked to allow the DDA to capture 100% of the **new taxes** collected each year (for a period of 20 years) that will pay for capital expenses within the DDA including construction of sewers, roads, as well as associated environmental cleanup. The plan expects to generate an approximately \$1,911,641 of new taxes for CATA during the 20 year period.

Under the proposed plan, CATA (and other taxing jurisdictions) would continue to capture the **existing taxes** (based on the base year of 2018 plus a 2.14% inflationary increase). These taxes are fixed during the 20 year period. When the TIF ends in 2038, all taxes captured in the DDA area will be distributed to the taxing units.

At their October 17, 2018, meeting, the CATA Board of Directors voted to support the DDA Plan Update concept as presented. Once the Meridian Township DDA Plan Update is drafted and Meridian Township holds a public hearing, the final plan will be presented to the CATA Board.

Please contact me if you have any questions or concerns.

Bradley T. Funkhouser, AICP  
Chief Executive Officer



**TO: INGHAM COUNTY ECONOMIC DEVELOPMENT CORPORATION**

**FROM: LANSING ECONOMIC AREA PARTNERSHIP (LEAP – REPRESENTING INGHAM COUNTY UNDER ITS CONTRACT WITH THE COUNTY)**

**DATE: NOVEMBER 9, 2018**

**RE: VILLAGE OF OKEMOS, DOWNTOWN DEVELOPMENT AUTHORITY (DDA) REQUEST FOR COUNTY MILLAGE SUPPORT**

**THE STORY:**

The Village of Okemos Downtown Development Authority (DDA) of Meridian Township is working with a group of credible, financially capable developers who are proposing to transform the heavily contaminated, underutilized and deteriorating “Downtown Okemos Village” area into a cleaned, new, vibrant, mixed use, \$150 million village development bringing back historic main street character and vibrancy. We refer to the area as the Village of Okemos.

This specific area, including the buildings and land, have been in severe decline over the decade. The area looks and feels mostly like a small, dense, walkable downtown village setting. The Meridian Township DDA has already been in place for several decades. The properties are underutilized, if not essentially abandoned. Property values are depreciating. To make matters worse, underneath, and approaching the Red Cedar River and under some public easements, are very serious and difficult contamination issues that cannot be addressed and remediated in any low-cost manner, or by the DEQ, without this project.

This commercial gathering area of our community is at a crossroads and it’s a strategically important area to the entire county and region, whether you live and work in Meridian or in more rural or urban areas of Ingham County. The successful redevelopment of this area will contribute to the overall well-being of us all by:

- 1) Cleaning a severely contaminated site threatening, someday, the Red Cedar River.
- 2) Will create new revenue for all taxing entities and county-wide services.
- 3) Is likely to not cost the county money to provide new services.
- 4) Reserves the greatest, substantial revenue increases for all schools and the intermediate school district.
- 5) Creates a variety of new job opportunities.
- 6) Addresses an important niche of living space that is mostly unmet in our region, yet important to our regional economic development efforts in attracting talent.
- 7) Will increase overall property values across area.

Through the last decade, multiple attempts by multiple property owners and five different development teams have failed in their attempts to redevelop these Village of Okemos properties. Now, a new development team, in partnership with the existing Meridian Township DDA, a newly formed Meridian Brownfield Authority, plus participation by the Michigan Department of Environmental Quality (MDEQ), have put together a plan and a viable, financial concept that promises to finally mitigate contamination,

redevelop declining property, create new jobs with a beautiful and functional place, while also producing new tax revenue for Meridian Township and all of Ingham County.

Economic times are good now. A viable developer with a fine plan is ready to go. We either move together now, in partnership, or this may be our last chance, for many decades to come, to seize this moment of rare opportunity and move this area forward rather than watch its continued deterioration in the middle of our community.

We have a choice.

### **THE ASK:**

In order to make this project happen, Meridian Township, their DDA and the development team are asking for Ingham County's support of a 100% total county millage capture, allowing for their \$150 million mixed use project to go forward to recreate the Village of Okemos. All taxing entities are being asked for the same millage capture support. The CATA Board of Directors has voted unanimously to support the project with their full millage capture. Other taxing entities are being approached now.

The Ingham County Board of Commissioners has adopted a policy that addresses a process for millage capture requests. Beyond its recommended guidelines, the policy also states that the Ingham County Economic Development Corporation Board of Directors must first contemplate, study the request and make a recommendation, on the request, to the Ingham County Board of Commissioners.

Facts:

- 1) 100% capture of all county taxes including Operation and Special county millages.
- 2) The current tax base, in the DDA district, for all taxing entities and special millage assessments will remain in place and continue to pay out to the taxing entities.
- 3) In a highly unusual move, the Meridian Township DDA will agree to release an annual, additional tax base average of 2.14% incremental revenue growth, to the county, to its special millage assessments and to all taxing entities, considerably higher than realized inflation rates in recent years.
- 4) This additional 2.14% annual increase to all taxing entities, may be an important factor in offsetting any newly necessary public services to be provided to the village by the county and/or other taxing entities. Regardless, because police and fire are provided by Meridian Township, the public services impact on Ingham County should be very minimal.
- 5) K-12 schools and Intermediate schools are not captured by the DDA. Thus, due to the property value increases as a result of the project itself, the schools will reap the most additional revenue benefit.
- 6) There is a hard start and stop to the additional capture plan of the DDA. It is a proposed 20-year capture timeframe and is not open-ended to its capture.
- 7) If you're an environmentalist, this is your project. This is the only way to properly remove and clean the discovered severe contaminants that are underground and moving toward the Red Cedar River and, of which, are already under some public easements.

## **THE RECOMMENDATION:**

Due to the overwhelming benefit to the entire county-wide community, as listed above, LEAP recommends to the Ingham County EDC Board of Directors that it votes to recommend to the Ingham County Board of Commissioners a 100% opt in of its total millage, including special assessment millages, as a participant in the Meridian Township (Village of Okemos) DDA Tax Increment Finance 20 year (TIF) amended Plan. Without this approval, the currently proposed \$150 million project will not be a go. The county and all taxing entities will actually, over the years of non-development, potentially see stagnant to marginal to actual losses in revenue.

## **THE PROBLEM:**

Meridian Township is not a statutorily defined “Core Community” by the state of Michigan, a perhaps antiquated definition arbitrarily set up decades ago by the state of Michigan legislature. Originally, the law was a well-needed policy effort to give additional tools to the most difficult of difficult redevelopment sites in the state, primarily those locations in urban center areas, as well as county seats and a few urban townships. The theory was to try to make these extraordinarily expensive sites, via the new Core Community tools, as equally financially viable, for redevelopment as are easy and cheap greenfield sites in more typical, suburban locations. The great equalization, if you will- or an end to the subsidization of the suburban sprawl menace of the 60s – 80s that destroyed Michigan’s cities – and Michigan itself, one could argue.

In a Core Community, the brownfield TIF reimbursement program could be used, not only for contamination cleanup efforts, but for extraordinary problems: Site prep work, demolition, lead and asbestos removal and generally, other expensive, public infrastructure improvements. Non-Core Communities, like Meridian Township, can only use the brownfield TIF reimbursement program for clean-up costs of contamination, and not even fully, in this specific case, given the extent of contaminated material.

Yet, the Village of Okemos site itself clearly falls within some sort of in-between of the Core Community intention and modern reality. Portions of Meridian Township are dense and exhibit some inner urban ring issues, as it borders the City of East Lansing. While all of Meridian Township obviously does not deserve nor should it ever receive anything like Core Community status or the use of its tools, there are reasonable, limited circumstances where it may be warranted.

Specifically, the Village of Okemos site does not enjoy the natural advantages and financial benefit of a typical greenfield site. In fact, this commercial node is as troubled, dense, walkable, contaminated, in-decline area with empty old buildings and underutilized lots and surface parking areas, looking much like any Core Community urban area.

The proof is in the pudding. Like most urban areas, where the free market is unable to remedy the financial liabilities of a site, the free market, including five different development teams over the last decade, have not been able to successfully redevelop this site.

Yet, this site in Meridian Township is not allowed to have access to Core Community (brownfield infrastructure) tools. It is saddled to a certain purgatory. And that is bad for us all.

The Village of Okemos site is not only very contaminated and will require substantial clean-up costs, most of which can be covered by the Non-Core Community brownfield TIF reimbursement program, but its demolition, site prep and other necessary infrastructure improvement -type of extraordinary needs, cannot be covered by the Non-Core brownfield program.

Thus, this unique site is not financially viable for successful redevelopment without partnership and assistance. If it remains as is, ultimately, this site and situation will continue to contaminate, not only the ground and water of our community, but the future growth and revenue possibilities of all taxing entities throughout Ingham County.

### **THE SOLUTION:**

Meridian Township wishes to amend its existing DDA, so that all taxing entities are opted in, fully at 100%, including special assessment millages, allowing for the total capture of taxes (millages) for twenty years by this DDA District area. That DDA area is 97 parcels including the Village of Okemos. The revenue raised by this DDA capture, will be utilized by the Village of Okemos project to reimburse the developer for, what would have been, Core Community extraordinary costs: Demolition, site preparation, public infrastructure improvements, parking, etc. The brownfield, that will be put in place by the Meridian Township Brownfield Authority, will cover the cleanup costs.

To put it another way, the Village of Okemos site will be:

- 1) A non-core community brownfield site. This will allow for the reimbursement of clean-up costs on the site, which are substantial.
- 2) The overlapping DDA capture will fund what would have been Core Community brownfield eligible activity, like demo, site prep, parking and other public infrastructure improvements etc. necessary for a project to be financially viable.

Thus, by combining both capture entities, Meridian Township (Village of Okemos) has created nothing more than a very typical, appropriate Core Community-like brownfield project, one that will allow for a \$150 million private investment to occur.

In fact, to re-emphasize this point, the DEQ will be participating with this project and perhaps the MEDC with CRP monies.

It is important to note that this DDA capture request, has a clear start and end to its capture, with nearly all proceeds targeted to a specific, beneficial project to the community. It looks and feels more like a Core Community brownfield, of which Ingham County cannot opt out of and always participates in, then an open-ended, never ending, non-project specific TIF capture scenario.

Why 100% capture? Through LEAP's analysis of the what finances currently exist with regard to the project, we believe that Meridian Township and the developers do adequately demonstrate that, without a 100% capture, the project is too marginal to be successfully completed at the scale desired.

## **THE PROJECT:**

Is a multi-phased project that may be up to three to five stories tall, located on multiple parcels of property. The developers are a group of local and national, experienced developers. The financial partner of the project is Okemos Village LLC (Pat Smith) and includes local development company True North Development (Will Randle) and Douglas J (Scott Weaver).

There have been numerous questions about the project put forth by the Ingham EDC Board of Directors. Unfortunately, beyond conceptual, the project as yet, and has not been truly designed or detailed in any way. Naturally, the developer is unwilling to proceed with any further expenses to hone the project until they have a deeper understanding about whether the DDA TIF will be adequate to support the project and if the community of Meridian Township is willing to support the project as well. That entire public engagement process will apparently begin in Meridian Township in January 2019.

There is one part of this mixed-use project that we apparently do know: A portion of the project will be “luxury” apartments. LEAP feels very strongly that this is an important reason to support the project. There has been repeated commentary, from the higher end business community to Michigan State University, that there is a need for high end, large, luxury living spaces for higher end visitors who may only be living in our community for a couple of years. Think, an F-RIB physicist from London, who has been awarded a two-year research project on the F-RIB or a SR VP at an insurance company. These types of persons, for the most part, may be seeking a high end, cosmopolitan, safe, yet temporary living space.

Our region does a poor job of providing this kind of niche housing to attract and keep talent, so we feel this kind of housing project could be very beneficial to the overall business community and to the region as a whole.

Additionally, MSU has noted that there is a lack of appropriate higher end, apartment-like housing, for retired or soon-to-be retiring professors. Obviously, this location may be a prime location for such a market.

We know that several Ingham EDC Board members have wanted to know about the project itself or, specifically, want to know more about the possibility of adding an affordable housing component to the project. The best we can gather from the developer at this time, is that the developer does not know. Simply put, the project is just too pre-mature for that detailed planning yet and will be the business of Meridian Township. What the developer is attempting to do, now, is to merely figure out whether there is a viable, financial framework along with necessary support from the community for that frame work to make a \$150 million project a go on this site. So, we’re in a classic chicken and egg scenario.

## **WHAT HAPPENS IF INGHAM COUNTY OPTS IN AND THEN THE PROJECT DOESN’T HAPPEN?**

LEAP recommends several things:

- 1) Within an Inter-Governmental, multi-party agreement between Ingham County, Meridian Township, Meridian Township DDA and Meridian Township Brownfield Authority, we believe that the Meridian DDA should, “By December 30, 2021, agree to return additional

millage, approved by the county and captured by the DDA, if this project or a similar project is not fully approved by Meridian Township and satisfactorily completed by a developer.”

- 2) In an Intergovernmental agreement between Ingham County and Meridian Township, we believe that if the Meridian DDA and/or Meridian Township EDC or Meridian Township itself or some combination were to be asked to bond in any form in support of this project, and if the project were to come to an inadequate position to re-pay those bonds due to lack of project revenue, that any “agreed upon additional millage approved by the county, in the event of a default on bond payments of any variety, must be re-paid in full each year to the county by Meridian Township.”

#### **WHAT HAPPENS IF OTHER TAXING ENTITIES DON'T APPROVE A 100% CAPTURE?**

Both Meridian Township and the developer have adequately shown financial figures that tell us they can probably sustain losing a couple of the smaller millage entities like CRAA and CADL, but that they cannot lose, nor agree to anything less than 100% capture, from Ingham County, LCC, CATA (already approved) and Meridian Township.

LEAP recommendations:

- 1) In an Intergovernmental agreement, perhaps the county can go ahead, now, and approve a 100% capture for the DDA, but include language that would not allow the County Treasurer or Administrator to sign off on a final agreement for opt in until the necessary other taxing entities have also voted approval at 100% capture.
- 2) We are not recommending this, but the County Board of Commissioners could refuse to approve the opt in until all other entities have approved at 100% opt in.

#### **SHOULD THE COUNTY HAVE A UNIFORM POLICY ABOUT TAX CAPTURE?**

In our LEAP opinion, formulas are always tempting in economic development, but almost always lead to poorer decisions rather than better decisions. It is best to debate the individual needs and importance of each scenario or project separately. This is fairer and leads to better financial decisions.

**Ingham County DDA's (Percentage Ad Valorem Capture) as of October 11, 2018**  
 Information collected from Taxing Jurisdictions\*

AD VALOREM TAXING AUTHORITIES/ TAXING JURISDICTIONS (TJs)	Millage Rate Paid on Real Property	Percentage Ad Valorem Capture by Taxing Jurisdiction				
		Mason	Williamston	Lansing Township	East Lansing	Delhi Township
Local**	Varies by Jurisdiction	100%	100%	80%	53.40%	40%
County	11.3400	100%	100%	80%	28.50%	40%
Capital Region Airport Authority - CRAA	0.6990	100%	100%	80%	28.50%	40%
Capital Area Transportation Authority - CATA	3.0070	100%	100%	20%	6.60%	40%
Lansing Community College - LCC	3.8072	100%	100%	20%	11.50%	40%
Capital Area District Library - CADL	1.5600	100%	-	20%	-	40%***

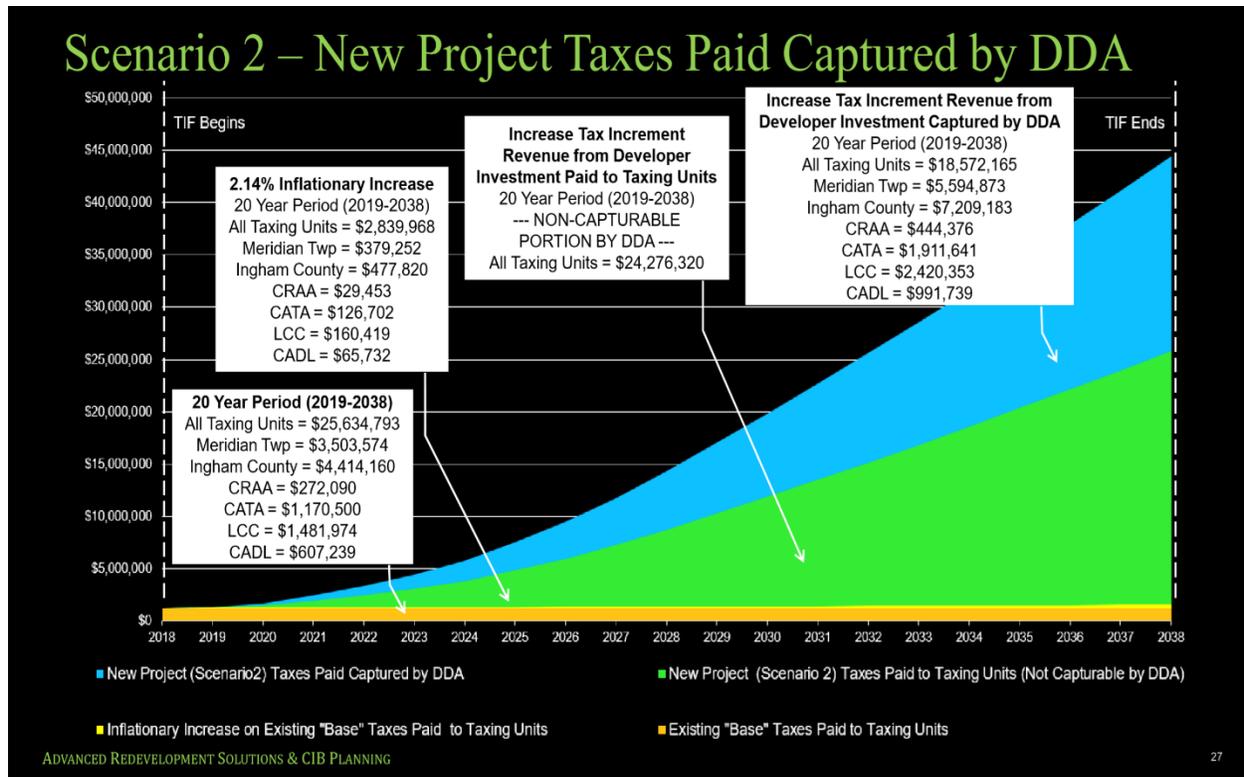
Notes:

\* Information assumed accurate based upon data provided from Taxing Jurisdictions.

\*\*Local Millage Rate Paid on Real Property varies by Taxing Jurisdiction.

\*\*\*Delhi Township CADL Capture up to 2020 is 40% then drops to 25% thru 2024 and then expires.

**HOW MUCH NEW REVENUE IS THE COUNTY LIKELY TO RECEIVE ANNUALLY VERSUS WHAT IT WILL RECEIVE UNDER CURRENT CONDITIONS?**



**Scenario 2 - DDA Plan Expires**  
**Estimated Gain in Taxes Comparison Summary -**  
**Taxes No-Longer Captured in 2039**  
**(2018 vs 2039)**

<b>Comparison Periods</b>	<b>All Taxing Units</b>	<b>Meridian Twp</b>	<b>Ingham County</b>	<b>CRAA</b>	<b>CATA</b>	<b>LCC</b>	<b>CADL</b>
<b>Current Year 2018 Taxes Paid</b> Existing Taxes Paid (Base)	\$1,281,740	\$175,179	\$220,708	\$13,604	\$58,525	\$74,099	\$30,362
<b>Year 2039 Taxes Paid</b> All Tax Revenue for Distribution to Taxing Units after DDA TIF Plan Expires	\$4,662,470	\$626,730	\$789,618	\$48,672	\$209,382	\$265,100	\$108,625
<b>Annual Gain in Total Taxes</b> <b>(2018 vs 2039)</b> <b>Due to Plan Update</b>	<b>\$3,380,730</b>	<b>\$451,551</b>	<b>\$568,910</b>	<b>\$35,068</b>	<b>\$150,857</b>	<b>\$191,001</b>	<b>\$78,263</b>

# Financial Policy No. 430

## Tax Sharing Agreements

Approved: April 12, 2005 Resolution No. 05-094

The Ingham County Board of Commissioners adopts the following revised policy with respect to the capture of county property tax revenues within new or expanded development districts including those under the Local Development Finance Authority Act (LDFA), the Downtown Development Authority Act (DDA), and other tax authorities or municipalities.

A. The County will not permit the capture of county property tax revenues in any new or amended development district unless the Ingham County Board of Commissioners has approved a tax sharing agreement with the affected development district and the affected municipality.

B. Except as otherwise provided in this resolution for high technology activities, the County will only consider the approval of a tax sharing agreement that meets the following conditions.

1. The agreement must be for specifically defined public infrastructure projects which are directly related to the economic growth within that district. Economic growth is understood to be the creation, retention, and expansion of jobs and income.
2. Specifically defined public infrastructure projects must be for specific items of work, each of which is limited to a specific maximum dollar amount to be completed within a specified time period. The agreement shall specify the maximum amount of captured property tax revenues and the time over which those revenues may be captured. It shall also specify that any excess collections must be returned to the County Treasurer annually.
3. The affected jurisdiction must allow the capture and expenditure of its property tax revenues for the same period of time during which the County tax revenues are being captured and expended in the district.
4. If tax revenue is generated faster than anticipated due to growth within the district exceeding initial projections, the additional revenues may be used to decrease or call any bonds or other debt obligations related to the projects approved by the tax sharing agreement in proportion with funds from other taxing jurisdictions.

5. The County Treasurer shall take the necessary steps to assure that captured property tax revenues collected in excess of the amounts permitted by the agreement are returned to the County on an annual basis.

C. The County recognizes that some economic development projects may not be strictly public infrastructure and will consider other project proposals related to high technology activities as defined in section 3 of the MEGA legislation, PA 124 of 1995 (MCL 207.803) as necessary.

D. The County Economic Development Corporation is designated as the county agency responsible for evaluating requests for the capture of county property tax revenues as to conformance with this policy and shall recommend approval or disapproval of any such proposed agreement to the Board of Commissioners.

1. Upon receipt of a request for the capture of county property tax revenues, a copy of that request shall be forwarded to the County Economic Development Corporation for review and comment.

2. A resolution responding to the request as provided by this policy shall be placed on the appropriate committee agendas for consideration and final action by the Board of Commissioners within the sixty (60) day statutory requirement.

3. County Commissioners may also consider other relevant issues regarding the agreement proposal including the possible environmental impact of the projects proposed in the agreement.

E. An initial rejection by the Board of Commissioners of a county property tax revenue capture request may be rescinded if and when a tax sharing agreement that meets the conditions of this policy is reached.



**To: Board Members**  
**From: Ronald J. Styka, Township Supervisor**  
**Date: November 16, 2018**  
**Re: Transportation Commission**

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During the November 8 Board meeting, the Board chose to continue the discussion on the future of the Transportation Commission. By all accounts, it was clear that the Board is pleased with the direction of the Transportation Commission and is set to approve their continuation and reappoint Commission members.

The following motion is proposed:

**MOVE TO CONTINUE THE TRANSPORTATION COMMISSION WITH THE CURRENT MEMBERS FOLLOWING STAGGERED APPOINTMENT TERMS.**

<b>Transportation Commission (2 year term)</b>		<b>Current Term Expiration</b>	<b>Staggered Term Expiration</b>
Chair	Chris Hackbarth	12.31.2018	12.31.2021
Vice-Chair	Tim Potter	12.31.2018	12.31.2019
Member	Christine Beavers	12.31.2018	12.31.2021
Member	Karla Hudson	12.31.2018	12.31.2019
Member	Jon Kolbasa	12.31.2018	12.31.2020
Member	Steven Vagnozzi	12.31.2018	12.31.2020
Board Rep.	Phil Deschaine	11.20.2020	11.20.2020



**To: Board Members**  
**From: Frank L. Walsh, Township Manager**  
**Date: November 16, 2018**  
**Re: Harkness Law Firm Contract**

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At the November 8 Board meeting, the Board chose to place the existing Harkness Law Firm contract on their next agenda for consideration. For way of background, I've attached the November 1, 2018 memorandum for your review.

The question before the governing body is whether or not you wish to extend the Harkness legal contract for an additional three years prior to the April 2019 expiration. As noted, the firm is offering to maintain the same retainer (\$80,000) as a flat fee through April 30, 2022.

The following motion is proposed:

**MOVE TO EXTEND THE HARKNESS LAW FIRM CONTRACT FOR PROSECUTION SERVICES AT A COST OF \$80,000 PER YEAR THROUGH APRIL 30, 2022.**

**Attachments:**

1. Memo from November 8, 2018 Board Meeting
2. Current Harkness Legal Contract
3. Proposed Harkness Legal Contract



**To: Board Members**  
**From: Frank L. Walsh, Township Manager**  
**Date: November 1, 2018**  
**Re: Harkness Law Firm Contract**

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I've been directed to place the Harkness Law Firm contract on the November 8<sup>th</sup> Board agenda. For way of background, in April of 2017, the Meridian Township Board approved a two-year contract with The Harkness Law Firm for prosecution of uniform traffic code, motor vehicle code, and other specified ordinances, administration of retail fraud and minor in possession diversion programs, forfeiture of property seized pursuant to the Michigan Controlled Substances Act and Public Act 236 of 1961 (omnibus forfeiture). Mr. Harkness has worked with the Township Police Department since 2010.

It is my understanding, that Mr. Harkness wishes to expand his law firm staff and current office space. However, there is some trepidation to do so if he no longer is serving Meridian Township in 6 months. I can assure you from Chief Plaga's perspective the Harkness Firm has provided unparalleled service to our police department.

Mr. Harkness has offered to continue serving the Township at an annual retainer of \$80,000 and is proposing extending the current agreement for a period of 3 years.

We look forward to your feedback on Tuesday night.

**Attachment:**

1. The Harkness Law Firm Letter Regarding Prosecution Contract

# The Harkness Law Firm, PLLC

4121 Okemos Rd., Suite 17

Okemos, MI 48864

(517) 381-2461

September 15, 2018

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

RE: Township Prosecution Contract

Mr. Walsh:

Please find this correspondence as it relates to the above referenced matter.

As you are likely already aware, the contract between my office and Meridian Township is set to expire at the end of April 2019. For the reasons set forth below, I am asking that Meridian Township consider early renewal and/or extending the current contract with the Harkness Law Firm, PLLC.

If you recall, my office essentially broke off from the previous township attorney's office and formed a new law office in April 2015. At that time, a short 3 years ago, our office submitted a competitive bid for the township prosecution contract against the predecessor firm and was awarded the same. Since that time our office has continued to grow and thrive. As it relates to municipal representation, we have represented Meridian Township and the City of Albion for several years and recently added prosecution for the City of Eaton Rapids to our client base in 2017. It is my goal to continue that growth and expansion. To that end, it is my intension to hire an additional attorney and potentially additional support staff in the near future. Our office's current client base has us poised to make the move towards this expansion at the present time. That being said, with our contract renewal/review being set in April, our firm is put in a difficult position. With the uncertainty of whether or not our contract with Meridian Township would be extended, I would be unable to make the move to expand the office until that decision is made. Obviously, the loss of Meridian Township as a client would certainly preclude our expansion plans. As such, I am seeking early review of our contract.

Meridian Township continues to be one of our most valued clients. As you are aware, our office is a Meridian Township based firm. My wife and I are Township residents and intend to remain here. As a resident of Meridian Township, the contract with Meridian Township is very personal to me as I view it as an opportunity to help protect the community in which I reside. I have worked with the Township, and more specifically the Meridian Township Police Department,

# The Harkness Law Firm, PLLC

4121 Okemos Rd., Suite 17

Okemos, MI 48864

(517) 381-2461

since 2010. I believe it is fair to say that I have an excellent working relationship with the entire police department, as well as the administrative staff of the Township. Over the last several years I believe my office has developed a relationship of mutual trust, respect, and professionalism. We have provided, and continue to provide, excellent representation to Meridian. To highlight just a few of our important statistics relating to our representation of Meridian, we have done the following:

1. In my tenure as township prosecutor I have reviewed and authorized over 1000 warrant requests;
2. Warrant requests are returned to the police department within 48 hours and frequently in less than 24 hours;
3. Our office has achieved a perfect jury trial record;
4. We recently achieved a favorable Supreme Court ruling (Meridian Township v Jason Banas) in an ongoing 2014 obstruction case which, in part, vitiated the Defendant's ability to maintain part of his federal civil claim against the Township. This work was done at no additional cost to the Township;
5. We have added five additional ordinance crimes to expand the areas of local prosecution, allowing the Township to recoup additional fines and costs, at no additional cost to the Township;
6. Over 95% of all persons charged with civil violations or criminal offenses in Meridian Township are ultimately convicted of a crime or accept responsibility to a civil infraction;
7. We have provided several legal advisory opinions to the Meridian Police to keep them apprised of important changes in Michigan law;
8. Our office annually presents to the Meridian Township Citizens Academy on criminal law and the legal system;
9. Individually, I was recently selected by Super Lawyers Magazine as a rising star for Municipal law in 2018;
10. Individually, I was recently given a distinguished peer rating by Martindale-Hubbell in 2018;

Our office intends to maintain those statistics moving forward. Part of our success is a result of our continued education and development. Our office views professional development and continued education to be an essential part of our continued success. To that end, our attorneys and staff regularly participate in continuing legal education through the Institute of Continued Legal Education and the Prosecuting Attorneys Association of Michigan. We also maintain memberships in professional organizations such as the Michigan Association of Municipal Attorneys and the International Municipal Lawyers Association.

With Meridian Township's continued growth and development, Meridian Township keeps us continuously busy with new criminal legal matters and it continues to be our pleasure to represent the Township. In addition to our representation we also enjoy being actively involved

# The Harkness Law Firm, PLLC

4121 Okemos Rd., Suite 17

Okemos, MI 48864

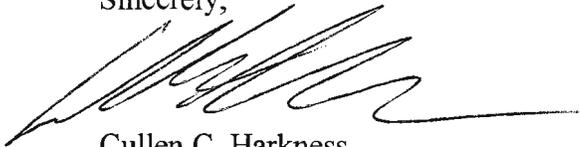
(517) 381-2461

in community organizations, including, but not limited to, the Meridian Area Business Association, the Haslett-Okemos Rotary Club, and the Ingham County Bar Association. We also remain committed to our continued support of community events as we view our community involvement essential to our continued growth and success.

Given our history of professional excellence in representing Meridian Township to date, our community involvement, and given our desire to continue to grow a Meridian Township business, I would ask that you consider early review and/ or renewal of our contract. Our office proposes extending the current agreement for a period of 3 years at the current rate.

I sincerely appreciate your consideration of this matter. Should you have any questions, please do not hesitate to contact me.

Sincerely,

A handwritten signature in black ink, appearing to read 'Cullen C. Harkness', with a long, sweeping horizontal stroke at the end.

Cullen C. Harkness  
Managing Member  
The Harkness Law Firm, PLLC

RETAINER AGREEMENT FOR PROSECUTION OF UNIFORM TRAFFIC CODE,  
MOTOR VEHICLE CODE, AND OTHER SPECIFIED ORDINANCES,  
ADMINISTRATION OF RETAIL FRAUD AND MINOR IN POSSESSION DIVERSION  
PROGRAMS, FORFEITURE OF PROPERTY SEIZED PURSUANT TO THE  
MICHIGAN CONTROLLED SUBSTANCES ACT AND PUBLIC ACT 236 OF 1961  
(OMNIBUS FORFEITURE)

The Charter Township of Meridian, Ingham County, State of Michigan (“the Township”) with offices located at 5151 Marsh Road, Okemos, Michigan 48864-1198, and The Harkness Law Firm, PLLC (“the Contractor”), with offices at 4121 Okemos Rd., Suite 17, Okemos, MI 48864, agree as follows:

1. The Township agrees to retain the contractor to represent the Township as an attorney to prosecute certain violations of the Township Code of Ordinances as specified below.
2. The Township further agrees to retain the contractor to represent the Township as an attorney to oversee and administer the diversion program which has been instituted for offenders who commit the crime of Retail Fraud Third, have no prior criminal record, and otherwise meet the requirements of the diversion program.
3. The Township further agrees to retain the contractor to represent the Township as an attorney to oversee and administer the diversion program which has been instituted for offenders who commit the crime of Minor in Possession, have no prior criminal record, and otherwise meet the requirements of the diversion program.
4. The Township agrees to retain the Contractor to represent the Township as an attorney to forfeit property seized by the Meridian Township Police Department as a result of violations of the Michigan Controlled Substances Act, Public Act 236 of 1961 (Omnibus Forfeiture), and any other applicable forfeiture statute as authorized by the Township.
5. The Township agrees to retain the Contractor to represent the Township as an attorney to oversee and administer any later adopted and authorized diversion program for offenders who violate applicable local ordinances.
6. SCOPE OF SERVICES:
  - a. Prosecute traffic violations of Township Code Chapter 74 and the Uniform Traffic Code and the Michigan Vehicle Code as adopted by the Township.
  - b. Prosecute violations of Township Code Chapter 50.

- c. Assist the Township Police Department with preparation of appearance and complaint tickets.
- d. Review modifications to the Uniform Traffic Code and Michigan Vehicle Code and assist the Township with revisions to Chapter 74 and Chapter 50 of the Township Code.
- e. Submit monthly detailed reports to the Township Police Department summarizing the disposition of all cases and identifying the total monthly hours spent in prosecution and related services.
- f. Work with District Court Judges to assure efficient court scheduling of Township cases to contain costs.
- g. Provide advice to the Police Chief on methods for improving the cost efficiency of enforcing and prosecuting violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- h. Evaluate cost recovery opportunities authorized by State statute for violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- i. Represent the Township in appeals to the Circuit Court for violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- j. Review police reports and advise Township Police Department regarding probable cause determinations and preparation of summons and complaints where neither an appearance ticket nor warrant is issued.
- k. Review police reports regarding retail fraud third violations to determine eligibility for the Meridian Township Diversion Program, which has been instituted for the crime of Retail Fraud Third violations.
- l. Prepare and issue the summons and complaints for the charge of Retail Fraud Third wherein the Defendant does not qualify for diversion or fail to successfully complete it.
- m. Meet with the Retail Fraud Third Defendants who are eligible for diversion, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.

- n. Send out all necessary correspondence/notification to the Defendants, Police Department, and Victim regarding the defendants' participation in the Retail Fraud Diversion Program.
- o. Review police reports regarding Minor in Possession violations to determine eligibility for the Meridian Township Diversion Program, which has been instituted for the crime of Minor in Possession violations.
- p. Prepare and issue the summons and complaints for the charge of Minor in Possession wherein the Defendant does not qualify for diversion or fail to successfully complete it.
- q. Meet with the Minor in Possession Defendants who are eligible for diversion, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.
- r. Send out all necessary correspondence/notification to the Defendants, Police Department, and Victim regarding the defendants' participation in the Minor in Possession Diversion Program.
- s. Review police reports regarding incidents where property subject to forfeiture has been seized.
- t. Prepare and issue the summons and complaints for the commencement of a judicial forfeiture action when necessary.
- u. Review and authorize, in conjunction with the Meridian Township Police Department, the seizure of property subject to seizure under the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.
- v. Review and authorize, in conjunction with the Meridian Township Police Department, settlement agreements and releases of liability for seized property.
- w. In conjunction with the Meridian Township Police Department, conduct negotiations for settlement with property claimants;
- x. Send out all necessary correspondence/notification to the Claimants, Police Department, prosecuting officials, lien holders, and other parties with an interest in the seized property.
- y. Appear and represent the Township in any judicial forfeiture action arising out of property seized pursuant to the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.
- z. Appeals by the Township to the Circuit Court as requested by the Chief of Police for cases and/or services described in paragraph 5 of this agreement.

aa. All litigation in the Court of Appeals, Supreme Court or federal courts for cases and/or services described in paragraph 6 of this Agreement.

bb. Legal research as requested by the Township and not included under paragraph 6 above.

cc. Ordinance and policy drafting as requested by the Township.

dd. Review police reports regarding ordinance violations to determine eligibility for later adopted diversion programs. Meet with the Defendants who are eligible for later adopted diversion programs, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.

7. The Contractor shall be compensated by the Township as follows:

a. A retainer of six thousand six hundred sixty-six and 66/100 Dollars per month (\$6,666.66/month) shall be paid monthly for services rendered pursuant to paragraphs 1, 2, 3, 4 and 5 above.

b. The Contractor shall bill in detail for and be reimbursed at cost for all out-of-pocket expenses incurred in pursuit of Township business including filing fees, postage, witness fees, service of process and computerized legal research charges.

8. The Contractor shall exercise full authority under MCL 41.187 to prosecute violations of the Township ordinances as set forth above, to countersign the certificates of jurors and witnesses, to authorize Complaints and Warrants for Arrest, and to perform such duties as are necessarily incidental to the prosecution of ordinance violations.

9. In the event of a conflict of interest, the Contractor may refuse to accept the representation of the Township on any particular matter and in that event shall immediately advise the Township and request the Township appoint another attorney to prosecute such matters.

10. The Township shall provide for document and record storage.

11. The Township shall provide personnel and procedures for response to document requests by defendants and defense attorneys.

12. The Township shall provide all necessary reports and documents to the Contractor in a timely manner.

13. All case files, including letters, notes, pleadings, briefs, memoranda and other documents prepared by the Contractor and filed in particular cases, and all reports required to be prepared under this agreement shall become and shall remain Township property. Any and all articles, software programs, forms, procedures, systems, trade secrets or other forms of intellectual property created or assembled by the Contractor that do not pertain directly and exclusively to particular case files or to reports required to be prepared under this agreement shall remain the sole and exclusive property of the Contractor.

14. It is expressly understood and agreed that the Contractor is retained by the Township as an independent contractor for the performance of the services required by this agreement. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee of the Township and shall not be entitled to any benefits of the employees and officials of the Township, such as, but not limited to, health, accident, and life insurance, paid sick or vacation leave, and pension. The Contractor shall be responsible for payment of all applicable taxes including income and FICA and FUTA to the proper federal, state and local governments, at no additional cost to the Township.

15. The Contractor shall not assign, subcontract or otherwise transfer his duties and/or obligations under this agreement, except to persons in his employ approved by the Township.

16. In the event that the Contractor uses employees, he shall be solely responsible for their supervision as well as for their acts, omissions or negligence. The Contractor shall be solely responsible for payment of all compensation due to his employees for services rendered under this agreement and for payment of all applicable taxes including, but not limited to, income, FICA and FUTA taxes, to the proper federal, state and local governments, at no additional cost to the Township.

17. The contractor and all subcontractors performing work under this Contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, including, but is not limited to, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth that does not include nontherapeutic abortion not intended to save the life of the mother, height, weight, marital status, source of income, familial status, educational association, sexual orientation, gender identity or expression, HIV status, physical or mental limitation, disability, including but not limited to or a disability that is unrelated to the individual's ability to perform the duties of a particular job or position. A breach of this covenant shall be regarded as a material breach of the contract.

18. The attorney shall comply with the Michigan Workers' Disability Compensation Act (WDC Act). If the Contractor acquires employees or he, himself, becomes an employee of a partnership or corporation within the meaning of the WDC Act, he shall

provide the Township with either proof that he has acquired Workers' Compensation Insurance as required by the WDC Act, or that an exclusion form has been properly filed with the Bureau of Workers' Disability Compensation.

19. The Contractor shall maintain professional liability (malpractice) insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) aggregate. In the event that the Contractor utilizes employees to perform services under this agreement, the Contractor shall ensure that such employees are covered by professional liability insurance in the amount specified.

20. The Contractor shall provide the Township Manager and Clerk with a certificate of insurance confirming the acquisition of the professional (malpractice) liability insurance required by the above section. The certificate of insurance shall contain a provision stating that the coverage afforded under the policy will not be changed or cancelled until at least thirty (30) days prior written notice has been provided directly to the Township by the carrier.

21. The Township may conduct an evaluation of the services performed by the Contractor. The Contractor shall provide the Township with such reasonable reports, records, and other information relating to the services performed under this agreement as the Township may require from time to time and/or to conduct its review or to verify that the services have been properly performed. Contractor shall attend such meetings and answer such questions as the Township Board or Township Supervisor or Township Manager or Township Police Chief may reasonably require regarding the services performed, without additional compensation.

22. No failure or delay on the part of either of the parties of this agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.

23. Modifications, amendments or waivers of any provision of this agreement may be made only by the written mutual consent of the parties hereto.

24. This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the subject matter of this agreement or any part thereof shall have any validity or bind either of the parties hereto.

25. If any provision of this agreement is held to be invalid it shall be considered to be deleted and the remainder of this agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was declared invalid.

26. The term of this agreement shall be from May 1, 2017, through April 30, 2019, unless renewed by mutual written agreement of the parties as set forth in paragraph 28 or terminated according to its terms.

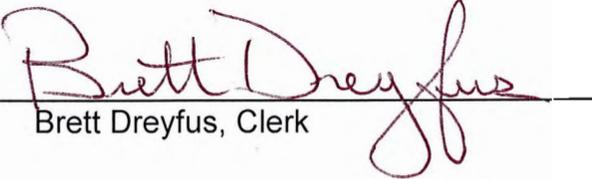
27. This agreement may be terminated by either party during its term upon thirty (30) days prior written notice.

28. The Township and the Contractor may, by mutual agreement, exercise an option to extend this agreement for two (2) additional years from May 1, 2019 to April 30, 2021. All terms and conditions shall remain in effect through the period of such renewal unless modified in writing by the parties.

Thus, the parties have caused this agreement to be signed by their duly authorized agents this 1<sup>st</sup> day of May, 2017.

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

By   
\_\_\_\_\_  
Ronald Styka, Township Supervisor

By   
\_\_\_\_\_  
Brett Dreyfus, Clerk

The Harkness Law Firm, PLLC

By  5-11-17  
\_\_\_\_\_  
Cullen C. Harkness, Managing Member

RETAINER AGREEMENT FOR PROSECUTION OF UNIFORM TRAFFIC CODE,  
MOTOR VEHICLE CODE, AND OTHER SPECIFIED ORDINANCES,  
ADMINISTRATION OF RETAIL FRAUD AND MINOR IN POSSESSION DIVERSION  
PROGRAMS, FORFEITURE OF PROPERTY SEIZED PURSUANT TO THE  
MICHIGAN CONTROLLED SUBSTANCES ACT AND PUBLIC ACT 236 OF 1961  
(OMNIBUS FORFEITURE)

The Charter Township of Meridian, Ingham County, State of Michigan (“the Township”) with offices located at 5151 Marsh Road, Okemos, Michigan 48864-1198, and The Harkness Law Firm, PLLC (“the Contractor”), with offices at 4121 Okemos Rd., Suite 17, Okemos, MI 48864, agree as follows:

1. The Township agrees to retain the contractor to represent the Township as an attorney to prosecute certain violations of the Township Code of Ordinances as specified below.
2. The Township further agrees to retain the contractor to represent the Township as an attorney to oversee and administer the diversion program which has been instituted for offenders who commit the crime of Retail Fraud Third, have no prior criminal record, and otherwise meet the requirements of the diversion program.
3. The Township further agrees to retain the contractor to represent the Township as an attorney to oversee and administer the diversion program which has been instituted for offenders who commit the crime of Minor in Possession, have no prior criminal record, and otherwise meet the requirements of the diversion program.
4. The Township agrees to retain the Contractor to represent the Township as an attorney to forfeit property seized by the Meridian Township Police Department as a result of violations of the Michigan Controlled Substances Act, Public Act 236 of 1961 (Omnibus Forfeiture), and any other applicable forfeiture statute as authorized by the Township.
5. The Township agrees to retain the Contractor to represent the Township as an attorney to oversee and administer any later adopted and authorized diversion program for offenders who violate applicable local ordinances.
6. SCOPE OF SERVICES:
  - a. Prosecute traffic violations of Township Code Chapter 74 and the Uniform Traffic Code and the Michigan Vehicle Code as adopted by the Township.
  - b. Prosecute violations of Township Code Chapter 50.

- c. Assist the Township Police Department with preparation of appearance and complaint tickets.
- d. Review modifications to the Uniform Traffic Code and Michigan Vehicle Code and assist the Township with revisions to Chapter 74 and Chapter 50 of the Township Code.
- e. Submit monthly detailed reports to the Township Police Department summarizing the disposition of all cases and identifying the total monthly hours spent in prosecution and related services.
- f. Work with District Court Judges to assure efficient court scheduling of Township cases to contain costs.
- g. Provide advice to the Police Chief on methods for improving the cost efficiency of enforcing and prosecuting violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- h. Evaluate cost recovery opportunities authorized by State statute for violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- i. Represent the Township in appeals to the Circuit Court for violations of Township Code Chapter 74, Township Code Chapter 50, and the Uniform Traffic Code and Michigan Vehicle Code as adopted by the Township.
- j. Review police reports and advise Township Police Department regarding probable cause determinations and preparation of summons and complaints where neither an appearance ticket nor warrant is issued.
- k. Review police reports regarding retail fraud third violations to determine eligibility for the Meridian Township Diversion Program, which has been instituted for the crime of Retail Fraud Third violations.
- l. Prepare and issue the summons and complaints for the charge of Retail Fraud Third wherein the Defendant does not qualify for diversion or fail to successfully complete it.
- m. Meet with the Retail Fraud Third Defendants who are eligible for diversion, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.

- n. Send out all necessary correspondence/notification to the Defendants, Police Department, and Victim regarding the defendants' participation in the Retail Fraud Diversion Program.
- o. Review police reports regarding Minor in Possession violations to determine eligibility for the Meridian Township Diversion Program, which has been instituted for the crime of Minor in Possession violations.
- p. Prepare and issue the summons and complaints for the charge of Minor in Possession wherein the Defendant does not qualify for diversion or fail to successfully complete it.
- q. Meet with the Minor in Possession Defendants who are eligible for diversion, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.
- r. Send out all necessary correspondence/notification to the Defendants, Police Department, and Victim regarding the defendants' participation in the Minor in Possession Diversion Program.
- s. Review police reports regarding incidents where property subject to forfeiture has been seized.
- t. Prepare and issue the summons and complaints for the commencement of a judicial forfeiture action when necessary.
- u. Review and authorize, in conjunction with the Meridian Township Police Department, the seizure of property subject to seizure under the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.
- v. Review and authorize, in conjunction with the Meridian Township Police Department, settlement agreements and releases of liability for seized property.
- w. In conjunction with the Meridian Township Police Department, conduct negotiations for settlement with property claimants;
- x. Send out all necessary correspondence/notification to the Claimants, Police Department, prosecuting officials, lien holders, and other parties with an interest in the seized property.
- y. Appear and represent the Township in any judicial forfeiture action arising out of property seized pursuant to the Michigan Controlled Substances Act and Omnibus Forfeiture Statute.

- z. Appeals by the Township to the Circuit Court as requested by the Chief of Police for cases and/or services described in paragraph 5 of this agreement.
  - aa. All litigation in the Court of Appeals, Supreme Court or federal courts for cases and/or services described in paragraph 6 of this Agreement.
  - bb. Legal research as requested by the Township and not included under paragraph 6 above.
  - cc. Ordinance and policy drafting as requested by the Township.
  - dd. Review police reports regarding ordinance violations to determine eligibility for later adopted diversion programs. Meet with the Defendants who are eligible for later adopted diversion programs, go over the necessary agreements and requirements of the program, and monitor the file to make sure the Defendant successfully completes the requirements of the program, including having paid the necessary fees to the Township.
7. The Contractor shall be compensated by the Township as follows:
- a. A retainer of six thousand six hundred sixty-six and 66/100 Dollars per month (\$6,666.66/month) shall be paid monthly for services rendered pursuant to paragraphs 1, 2, 3, 4 and 5 above.
  - b. The Contractor shall bill in detail for and be reimbursed at cost for all out-of-pocket expenses incurred in pursuit of Township business including filing fees, postage, witness fees, service of process and computerized legal research charges.
8. The Contractor shall exercise full authority under MCL 41.187 to prosecute violations of the Township ordinances as set forth above, to countersign the certificates of jurors and witnesses, to authorize Complaints and Warrants for Arrest, and to perform such duties as are necessarily incidental to the prosecution of ordinance violations.
9. In the event of a conflict of interest, the Contractor may refuse to accept the representation of the Township on any particular matter and in that event shall immediately advise the Township and request the Township appoint another attorney to prosecute such matters.
10. The Township shall provide for document and record storage.
11. The Township shall provide personnel and procedures for response to document requests by defendants and defense attorneys.

12. The Township shall provide all necessary reports and documents to the Contractor in a timely manner.
13. All case files, including letters, notes, pleadings, briefs, memoranda and other documents prepared by the Contractor and filed in particular cases, and all reports required to be prepared under this agreement shall become and shall remain Township property. Any and all articles, software programs, forms, procedures, systems, trade secrets or other forms of intellectual property created or assembled by the Contractor that do not pertain directly and exclusively to particular case files or to reports required to be prepared under this agreement shall remain the sole and exclusive property of the Contractor.
14. It is expressly understood and agreed that the Contractor is retained by the Township as an independent contractor for the performance of the services required by this agreement. The Contractor shall in no way be deemed to be and shall not hold himself out as an employee of the Township and shall not be entitled to any benefits of the employees and officials of the Township, such as, but not limited to, health, accident, and life insurance, paid sick or vacation leave, and pension. The Contractor shall be responsible for payment of all applicable taxes including income and FICA and FUTA to the proper federal, state and local governments, at no additional cost to the Township.
15. The Contractor shall not assign, subcontract or otherwise transfer his duties and/or obligations under this agreement, except to persons in his employ approved by the Township.
16. In the event that the Contractor uses employees, he shall be solely responsible for their supervision as well as for their acts, omissions or negligence. The Contractor shall be solely responsible for payment of all compensation due to his employees for services rendered under this agreement and for payment of all applicable taxes including, but not limited to, income, FICA and FUTA taxes, to the proper federal, state and local governments, at no additional cost to the Township.
17. The contractor and all subcontractors performing work under this Contract shall not discriminate against an employee or applicant for employment with respect to hire, tenure, terms, conditions, or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, including, but is not limited to, pregnancy, childbirth, or a medical condition related to pregnancy or childbirth that does not include nontherapeutic abortion not intended to save the life of the mother, height, weight, marital status, source of income, familial status, educational association, sexual orientation, gender identity or expression, HIV status, physical or mental limitation, disability, including but not limited to or a disability that is unrelated to the individual's ability to perform the duties of a particular

job or position. A breach of this covenant shall be regarded as a material breach of the contract.

18. The attorney shall comply with the Michigan Workers' Disability Compensation Act (WDC Act). If the Contractor acquires employees or he, himself, becomes an employee of a partnership or corporation within the meaning of the WDC Act, he shall provide the Township with either proof that he has acquired Workers' Compensation Insurance as required by the WDC Act, or that an exclusion form has been properly filed with the Bureau of Workers' Disability Compensation.
19. The Contractor shall maintain professional liability (malpractice) insurance in the amount of One Million Dollars (\$1,000,000.00) per claim and One Million Dollars (\$1,000,000.00) aggregate. In the event that the Contractor utilizes employees to perform services under this agreement, the Contractor shall ensure that such employees are covered by professional liability insurance in the amount specified.
20. The Contractor shall provide the Township Manager and Clerk with a certificate of insurance confirming the acquisition of the professional (malpractice) liability insurance required by the above section. The certificate of insurance shall contain a provision stating that the coverage afforded under the policy will not be changed or cancelled until at least thirty (30) days prior written notice has been provided directly to the Township by the carrier.
21. The Township may conduct an evaluation of the services performed by the Contractor. The Contractor shall provide the Township with such reasonable reports, records, and other information relating to the services performed under this agreement as the Township may require from time to time and/or to conduct its review or to verify that the services have been properly performed. Contractor shall attend such meetings and answer such questions as the Township Board or Township Supervisor or Township Manager or Township Police Chief may reasonably require regarding the services performed, without additional compensation.
22. No failure or delay on the part of either of the parties of this agreement in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
23. Modifications, amendments or waivers of any provision of this agreement may be made only by the written mutual consent of the parties hereto.
24. This agreement contains all the terms and conditions agreed upon by the parties hereto and no other agreements, oral or otherwise, regarding the

subject matter of this agreement or any part thereof shall have any validity or bind either of the parties hereto.

25. If any provision of this agreement is held to be invalid it shall be considered to be deleted and the remainder of this agreement shall not be affected thereby. Where the deletion of the invalid provision would result in the illegality and/or unenforceability of this agreement, this agreement shall be considered to have terminated as of the date in which the provision was declared invalid.
26. The term of this agreement shall be from May 1, 2019, through April 30, 2022, unless renewed by mutual written agreement of the parties as set forth in paragraph 28 or terminated according to its terms.
27. This agreement may be terminated by either party during its term upon thirty (30) days prior written notice.
28. The Township and the Contractor may, by mutual agreement, exercise an option to extend this agreement for three (3) additional years from May 1, 2022 to April 30, 2025. All terms and conditions shall remain in effect through the period of such renewal unless modified in writing by the parties.

Thus, the parties have caused this agreement to be signed by their duly authorized agents this \_\_\_\_ day of \_\_\_\_\_, 2018.

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

By \_\_\_\_\_  
Ronald Styka, Township Supervisor

By \_\_\_\_\_  
Brett Dreyfus, Clerk

The Harkness Law Firm, PLLC

By \_\_\_\_\_  
Cullen C. Harkness, Managing Member



12. C

**To: Board Members**  
**From: Chris Buck, Economic Development Director**  
**Date: November 20, 2018**  
**Re: Downtown Development Authority Plan Amendment Ordinance**

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The public hearing was held today (11.20.2018) regarding the Downtown Development Authority Development and Tax Increment Financing Plan. Due to the time sensitive nature of this process and the goal to complete this revision of the DDA Plan by calendar year end, the DDA is asking that the Board begin the process of amending the related ordinance. A resolution to approve the amendment to the Code of Ordinances for introduction is attached.

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

**MOVE TO APPROVE THE RESOLUTION FOR THE INTRODUCTION OF THE AMENDMENT TO CHAPTER 2, DIVISION 7 OF THE CODE OF ORDINANCES AMENDING THE DOWNTOWN DEVELOPMENT AUTHORITY DEVELOPMENT PLAN AND TAX INCREMENT FINANCING PLAN AND TO REPEAL ALL ORDINANCES OR RESOLUTIONS OR PARTS THEREOF IN CONFLICT HEREWITH.**

**Attachments:**

1. Resolution for Introduction
2. Ordinance Amendment
3. DDA Development and Tax Increment Financing Plan Draft

**CHARTER TOWNSHIP OF MERIDIAN  
INGHAM COUNTY, MICHIGAN  
DDA PLAN AMENDMENT ORDINANCE**

**Ordinance No. \_\_\_\_\_**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864 on November 20, 2018 at 6:00 p.m., Township Board Member \_\_\_\_\_ moved to adopt the following Ordinance, which motion was seconded by Township Board Member \_\_\_\_\_.

*An Ordinance approving amendments to the Charter Township of Meridian Downtown Development Authority Development Plan and Tax Increment Financing Plan and to repeal all ordinances or resolutions or parts thereof in conflict herewith.*

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

**SECTION 1: DETERMINATION; APPROVAL OF AMENDMENTS:**

1. The Charter Township of Meridian Downtown Development Authority (the “Authority”), pursuant to its resolution of October 10, 2018, has requested certain amendments to the Development Plan and Tax Increment Financing Plan (the “Plan Amendments”) of the Authority.
2. Having reviewed the Plan Amendments, having held a public hearing thereon, and having the benefit of public input and comment on the Plan Amendments, the Township Board determines that the proposed Plan Amendments, as amended, constitute a public purpose.
3. The Township Board approves the proposed Plan Amendments, as amended, based on the following considerations:
  - a. The Plan Amendments meet the requirements set forth in Sections 14 and 17(2) of the Downtown Development Authority Act, Act 197 of the Public Acts of 1975, as amended (the “Act”).
  - b. The proposed method of financing the development is feasible and the Authority has the ability to arrange the financing.
  - c. The development is reasonable and necessary to carry out the purposes of the Act.
  - d. The land included within the development area to be acquired is reasonably necessary to carry out the purposes of the Plan Amendments and the Act in an efficient and economically satisfactory manner.
  - e. The amount of captured assessed value estimated to result from adoption of the Plan Amendments is reasonable.
  - f. The Plan Amendments are in reasonable accord with the Master Plan of the Charter Township of Meridian.

- g. Public services, such as fire and police protection, and utilities are or will be adequate to service the property which is the subject of the Plan Amendments.
  - h. Any changes in zoning, streets, street levels, intersections and utilities are reasonably necessary to carry out the purposes of the Plan Amendments and for the Charter Township of Meridian.
4. The proposed amendments to the Development and Tax Increment Financing Plan of the Authority, attached to the October 10, 2018 resolution of the Authority and as amended, are hereby approved.
  5. The Plan Amendments, as amended, shall be placed on file with the Authority and the Township Clerk.

**SECTION 2: REPEAL:** All resolutions and ordinances or parts thereof insofar as they conflict with the provisions of this ordinance are hereby repealed.

**SECTION 3: EFFECTIVE DATE:** This Ordinance shall take effect immediately following publication of a notice of adoption as required by law following adoption by the Township Board.

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

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

ABSENT / ABSTAIN: \_\_\_\_\_

ORDINANCE DECLARED ADOPTED

\_\_\_\_\_  
 Ronald Styka  
 Meridian Charter Township Supervisor

**CERTIFICATION**

I, Brett Dreyfus, Clerk of Meridian Charter Township, do hereby certify that the foregoing is a true and accurate copy of Ordinance No. \_\_\_\_\_ adopted by Meridian Charter Township on the \_\_\_\_\_, 2018. A summary of the Ordinance was duly published in the \_\_\_\_\_ newspaper, a newspaper that circulates within Meridian Charter Township, on \_\_\_\_\_, 2018. Within 1 week after such publication, I recorded the Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the township board voting, and how each member voted. I filed an attested copy of the Ordinance with the Ingham County Clerk on \_\_\_\_\_, 2018.

ATTESTED:

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

**RESOLUTION TO APPROVE**

**Adoption of DDA Plan Amendments  
(Township Board)  
INTRODUCTION**

**RESOLUTION**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864 on November 20, 2018 at 6:00 p.m.

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

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

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

WHEREAS, the Charter Township of Meridian DDA Board (“DDA Board”) has discussed the need to amend the current DDA Plan, including the Development Plan and Tax Increment Financing Plan (“Plan Amendments”), to provide resources necessary for development project funding; and

WHEREAS, on October 10, 2018 the DDA Board passed a resolution recommending adoption of a Plan Amendments; and

WHEREAS, the Plan Amendments do not propose to amend the development area or district boundaries for the DDA but the amendments serve the best interests of the public to halt property value deterioration and increase property tax valuation, where possible, in its business district; to eliminate the causes of that deterioration; and to promote economic growth; and

WHEREAS, the Township Board held a public hearing on the Plan Amendments at its regular meeting of November 20, 2018; and

WHEREAS, the Township Board discussed the Plan Amendments at its regular meeting on November 20, 2018, making amendments thereon; and

WHEREAS, the proposed Plan Amendments serve a public purpose, serve the best interests of the public, and join other Township initiatives to promote economic growth.

NOW THEREFORE BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby **INTRODUCES FOR PUBLICATION AND**

**SUBSEQUENT ADOPTION** Ordinance No. \_\_\_\_\_, entitled “DDA Plan Amendment Ordinance.”

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

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

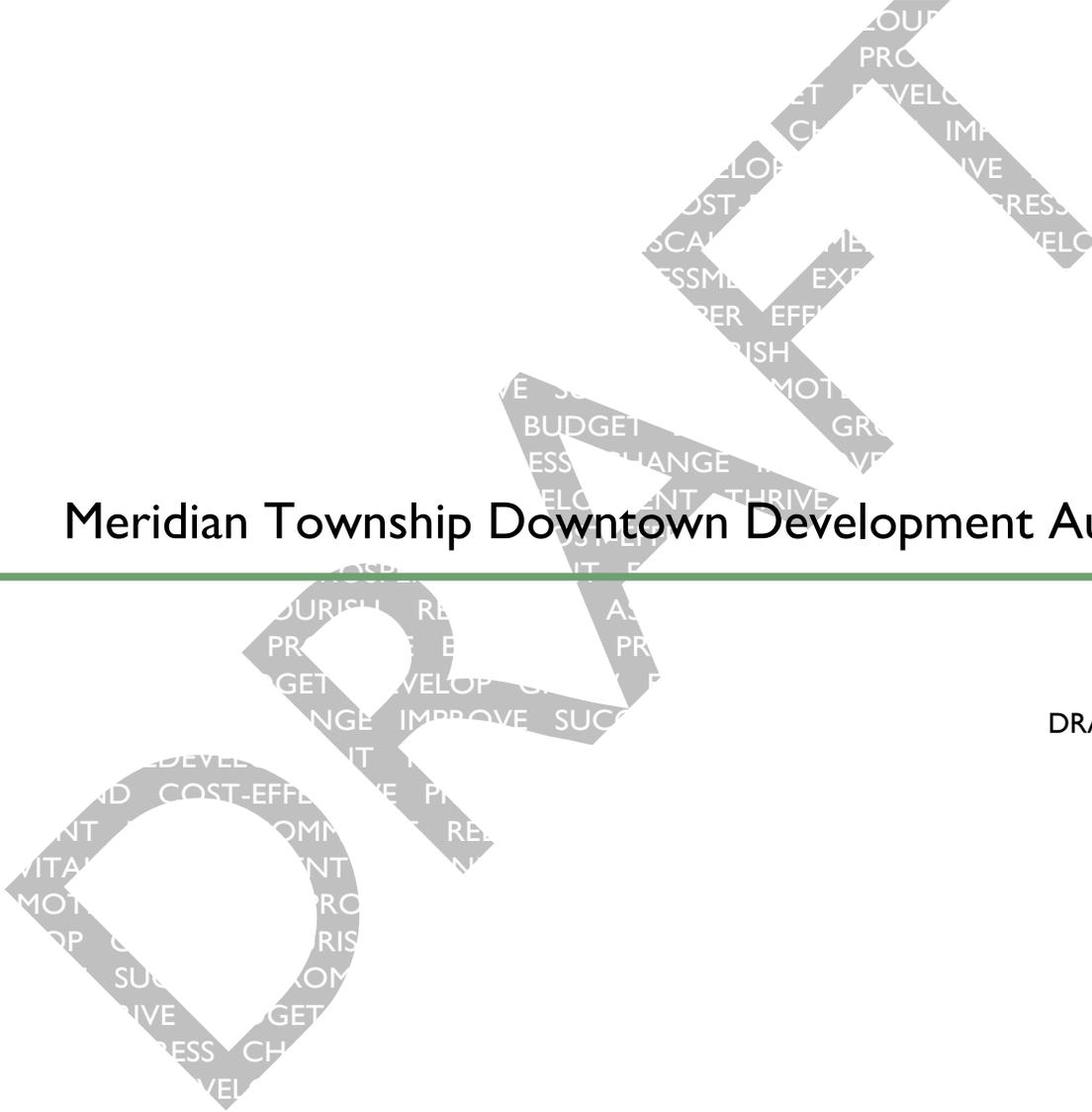
NAYS: \_\_\_\_\_

STATE OF MICHIGAN     )  
  ) ss  
COUNTY OF INGHAM    )

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, 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 20<sup>th</sup> day of November, 2018.

\_\_\_\_\_  
Brett Dryfus,  
Township Clerk

# DEVELOPMENT AND TAX INCREMENT FINANCING PLANS



Meridian Township Downtown Development Authority

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DRAFT: 11/14/18

# ACKNOWLEDGEMENTS

The Meridian Township Downtown Development Authority was established in 2006, pursuant to the Downtown Development Authority Act (Act 197 of 1975). The purpose of the Authority is to correct and prevent deterioration and promote economic growth within Meridian Township's principal business district.

For their vision and support, the following community leaders should be recognized:

## TOWNSHIP BOARD

- RONALD J. STYKA, SUPERVISOR
- BRETT DREYFUS - CLERK, CMMC, CLERK
- JULIE BRIXIE, TREASURER
- PHIL DESCHAIINE, TRUSTEE
- PATRICIA HERRING JACKSON, TRUSTEE
- DAN OPSOMMER, TRUSTEE
- KATHY ANN SUNDLAND, TRUSTEE

## DDA BOARD OF DIRECTORS

- SUSAN FULK, CHAIR
- RENEE KORREY, VICE CHAIR
- DEMETRIOS JAMES SPANOS, SECRETARY
- BILL CAWOOD, BOARD MEMBER
- WILL RANDLE, BOARD, MEMBER
- JAMES RAYNAK, BOARD MEMBER
- SCOTT WEAVER, BOARD MEMBER
- RONALD STYKA (TOWNSHIP BOARD LIAISON)

Chris Buck, Economic Development Director

Mark Kieselbach, Community Planning & Development Director

David Lee, Township Assessor

This Plan was prepared with assistance from:

## **CIB Planning**



## **Advanced Redevelopment Solutions**



ADOPTED BY AUTHORITY BOARD: \_\_\_\_\_

ADOPTED BY TOWNSHIP BOARD: \_\_\_\_\_

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# BACKGROUND AND PURPOSES

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## GENERAL OVERVIEW

The Meridian Township Downtown Development Authority (the “Authority” or “DDA”) and corresponding DDA/TIFA Plan was created in 2005. A DDA is governed by a Board of Directors whose primary purpose is to correct and prevent deterioration and promote economic growth within Meridian Township’s principal business district. Other purposes of a DDA include reversing declining property values, improving the overall business climate, and increasing employment opportunities. A primary benefit of forming a DDA is the ability to capture the incremental increase in property taxes that result from improvements in the district. These tax revenues are used to finance improvement projects or activities within the district, which furthers the goal of economic growth.

A Development Plan is one tool the DDA relies upon for identifying and implementing projects and activities aimed at spurring new private investment. The goals, objectives and recommended actions presented in this document are intended to plan and prioritize projects/activities and ensure that development and redevelopment within the DDA District occurs in an orderly manner. Recommendations also ensure that improvements match the available revenues and can enable the DDA to become eligible for other funding sources at the Federal, State and local levels. This Plan was prepared in accordance with the Downtown Development Authority Act, PA 197 of 1975 (the “Act”).

A DDA can capture new tax increment in the district and use it to pay for improvements that otherwise could not be afforded by either local businesses or township government, referred to as Tax Increment Financing (“TIF”). Moreover, creation of a TIF district does not take away current tax revenue; it just captures any new increment that results from improvements to property or an increase in value.

## LEGAL BASIS OF THE PLAN

The Development Plan and Tax Increment Financing Plan are prepared pursuant to the requirements of Sections 17 and 18 of the Act, as amended. More specifically, Section 17 of the Act states that “When a board decides to finance a project in the downtown district by the use of revenue bonds as authorized in section 13 or tax increment financing as authorized in sections 14, 15, and 16, it shall prepare a development plan.”

## DEVELOPMENT PLAN REQUIREMENTS

Section 17 also indicates that the Development Plan shall contain all of the following:

**A. THE DESIGNATION OF BOUNDARIES OF THE DEVELOPMENT AREA IN RELATION TO HIGHWAYS, STREETS, STREAMS, OR OTHERWISE.**

The boundaries for the downtown district and development area are shown on Map 1. The primary roads in and around the district include Grand River Ave., Marsh Road and Okemos Road. The legal description is found in Appendix B, Legal Description of District.

**B. THE LOCATION AND EXTENT OF EXISTING STREETS AND OTHER PUBLIC FACILITIES WITHIN THE DEVELOPMENT AREA, DESIGNATING THE LOCATION, CHARACTER, AND EXTENT OF THE CATEGORIES OF PUBLIC AND PRIVATE LAND USES THEN EXISTING AND PROPOSED FOR THE DEVELOPMENT AREA, INCLUDING RESIDENTIAL, RECREATIONAL, COMMERCIAL, INDUSTRIAL, EDUCATIONAL, AND OTHER USES, AND INCLUDING A LEGAL DESCRIPTION OF THE DEVELOPMENT AREA.**

As indicated in the property description, the district encompasses a wide variety of land uses including office, retail, residential, service and open space. Existing Land Uses are shown on Map 2: Existing Land Use.

**C. A DESCRIPTION OF EXISTING IMPROVEMENTS IN THE DEVELOPMENT AREA TO BE DEMOLISHED, REPAIRED, OR ALTERED, A DESCRIPTION OF ANY REPAIRS AND ALTERATIONS, AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.**

The description of existing improvements to be demolished and associated schedule for implementation is provided in this Plan under the heading “Proposed Improvements.”

**D. THE LOCATION, EXTENT, CHARACTER, AND ESTIMATED COST OF THE IMPROVEMENTS INCLUDING REHABILITATION CONTEMPLATED FOR THE DEVELOPMENT AREA AND AN ESTIMATE OF THE TIME REQUIRED FOR COMPLETION.**

To expand upon what was indicated above, the location, character and estimated cost/timing of the improvements is provided below:

## PROPOSED IMPROVEMENTS

The Meridian Township DDA adopted a Tax Increment Finance and accompanying Development Plan (Plan) which captures new incremental tax revenues beginning in 2006 and concluding in 2026. Over the past few years the economy has shifted significantly, and the township has identified Downtown Okemos as:

- a critical redevelopment area in need of blight elimination;
- an area with businesses shuttering, resulting in a dwindling tax base;
- having parcels with environmental contamination that pose as a threat to human health and the environment and are barriers to support safe and economical redevelopment, and;
- an area where previously proposed redevelopment projects have failed on key District blocks due to the aforementioned issues.

Further, the Meridian Township DDA and has identified specific projects within the DDA District (District) that need funding. These projects will help position Downtown Okemos toward becoming a great downtown destination and place to live, shop and work. This update and corresponding amendment will reset the base year to 2018 with the first year of taxable capture to 2019 with a target conclusion date of 2039.

As such, it is necessary to review the eligible activities to be included in the Plan. Eligible activities are categories or projects which the DDA is eligible to spend tax increment revenue for enhancing, improving or redeveloping the District. Funds can also be utilized for marketing the District. Below is a description of eligible activities and a projection of their estimated costs, also called proposed improvements.

- 1. Marketing and Development Studies** – Destination branding, and marketing have a key relationship with successful downtown districts. It is an important task to complete once the DDA has identified redevelopment goals and has established its identity within the greater region. These studies can also be utilized as tools to attract specific development types or specific developers. **\$160,000.**
- 2. Streetscape** – Having an attractive, well designed streetscape strengthens the public realm within downtown corridors. It can enhance the image of the community, adds landscaping and other artistic elements and is complimentary to the pedestrian environment. Streetscape enhancements include but are not limited to planter boxes, waste receptacles, benches, brick pavers, decorative fencing, trees and tree grates, sculptures and other pieces of art and costs related to improving the street itself. **\$1,000,000.**
- 3. Façade Improvements** – Typically, DDA’s utilize a portion of tax increment revenue funds to assist business owners with façade improvements for buildings in need of repair or upgrade within the District. This is usually set up as a low interest loan or competitive grant program with match requirements. These programs work great for improving the image of the buildings within the DDA District. **\$500,000.**
- 4. Park Improvements** – Parks within downtowns can be gathering places and focal points for community events within the downtown. It is important to maintain parks and program events within the parks to draw pedestrians to the downtown and enhance the District. **\$250,000.**

5. **Property Acquisition** – This involves the acquisition of property to accomplish the goals set forth by the DDA. There are times when key pieces of property become available for purchase within the DDA District, which require the DDA to purchase said properties for redevelopment or public purposes. This can also be a tool to assist with blight removal and demolition within the District. **\$1,000,000.**
6. **Master Planning/Urban Design Plans** – Downtown plans and urban design help to guide the built environment of the downtown District. Many times, these plans focus on form and design elements to enhance the function of the District. Results of these plans can lead to new development projects that have been thoughtfully crafted to create vibrancy and increase density within the District core. These plans also generally result with the development of design-based guidelines for redevelopment of existing sites or development of new sites. **\$100,000.**
7. **Promotions** – In order for downtowns to function at their peak, they require a critical mass of people. Regular programming of events such as concerts, art walks, farmers markets, and other events all assist with creating that critical mass but require promotions to reach specific target audiences which the District is trying to attract. This could include print content, web content, radio and television content and other forms of promotion to spread the message of the DDA. **\$100,000.**
8. **Demolition** – Occasionally, development opportunities require demolition of existing sites and structures. The DDA can participate in the costs of the demolition process when it is appropriate to spur new development opportunities. **\$500,000.**
9. **Lead & Asbestos and Mold Abatement** – Several buildings in pre-developed centers utilized lead-based materials or asbestos materials in their construction process. Additionally, buildings that have been blighted or become functionally obsolete incur water damage that leads to mold. As part of any redevelopment process, these materials must be abated prior to new development occurring. These are a costly and methodical necessity for redevelopment to succeed. **\$500,000.**
10. **Public Infrastructure Improvements** – Public improvements covers a wide array of projects including street lighting, streetscape enhancements, water and sewer improvements, electrical improvements, burying of existing and new utilities, storm water improvements, parking improvements and generally anything else that falls within the public right-of-way, easement or public realm. **\$9,000,000.**
11. **Public Spaces** – Many people equate public spaces to parks, but they can also include public alleys, community centers, non-park public owned green spaces and many more. Projects that can enhance these spaces all fall under the eligible activity expenses of the DDA. **\$1,000,000.**
12. **Private Infrastructure Improvements** – As part of redevelopment, developers are often required to improve private infrastructure or anything on a private property (not in a public right-of way). The DDA is able to assist with offsetting these costs, specifically when it comes to integrated parking structures such as vertical and underground parking, utilities, water and sewer tap fees, soft costs and others that support density in accordance with local zoning, master plans and township goals but may be cost prohibitive to complete the project. Although these improvements are considered private for funding purposes, they have public benefit and support the redevelopment efforts of the township and DDA. **\$20,000,000.**

**13. Site Preparation** – Costs associated with site preparation can be significant for both public and private investment. These costs include such activities as clearing & grubbing, compaction and sub-base preparation, cut and fill operations, dewatering, excavation for unstable material, foundation work to address special soil concerns, retaining walls, temporary sheeting/shoring, specific and unique activities, etc.) anything on private property not in a public right-of-way to support density and prohibitive costs to allow for greater density in accordance with local zoning, master plans and township goals. **\$1,000,000.**

**14. Environmental Activities** – Environmental Activities would include activities beyond what may be supported by the Michigan Department of Environmental Quality (MDEQ) under an approved Brownfield Plan and Act 381 Work Plan to protect human health and the environment, off-set cost prohibitive environmental costs and insurance needs, etc. **\$500,000.**

**15. Gap Funding** – Recognizing that the cost of mixed-use, traditional development is higher than it is for undeveloped sites, the Township may, at its own discretion, commit project-specific future tax increment capture back to private projects for a specified period of time. The goal is to provide funding to close the “gap” that prevents the project from becoming a reality due to financial feasibility. For example, if the pro-forma for a project indicates that it cannot generate enough income to cover the cost of construction and a reasonable rate of return for a developer/investor, future tax increment can be committed to that development to make is feasible. It can also be used as a tool to attract companies and businesses to the township to create new employment opportunities within the DDA District. **\$2,500,000.**

**16. Consultation and Operational Expenditures** – The Consultation and Operational Expenditures category provides for professional services and operational activities relating to the DDA. This category is relatively variable and is subject to the level and complexity of future activities taken on by the DDA. Professional services may be required to implement the proposals within this Plan and to manage and operate the DDA. This may include, but is not limited to, this Plan’s writing, grant writing and administration, planning and architectural design, engineering, inspections & construction management services, environmental assessment & mitigation planning. DDA operational activities may include but are not limited to, public notices, mailings, office supplies, administrative support, equipment usage/rental, etc. **\$700,000.**

**Total Estimated Cost of All Projects: \$38,810,000**

**E. A STATEMENT OF THE CONSTRUCTION OR STAGES OF CONSTRUCTION PLANNED, AND THE ESTIMATED TIME OF COMPLETION OF EACH STAGE.**

The specific projects to be undertaken by the DDA are not known at this time. The “Proposed Improvements” table above will be updated to show the construction planned, and the estimated time of completion, for each project as this information is known.

**F. A DESCRIPTION OF ANY PARTS OF THE DEVELOPMENT AREA TO BE LEFT AS OPEN SPACE AND THE USE CONTEMPLATED FOR THE SPACE.**

Future land uses for DDA District are shown on Map #3 and it identifies existing and proposed open space.

**G. A DESCRIPTION OF ANY PORTIONS OF THE DEVELOPMENT AREA THAT THE AUTHORITY DESIRES TO SELL, DONATE, EXCHANGE, OR LEASE TO OR FROM THE MUNICIPALITY AND THE PROPOSED TERMS.**

At the present time the Authority has no plans to lease, own, or otherwise control property in its own name. Should acquisition of property be required in the future to accomplish the objectives of the DDA, or should the Authority receive property by donation, through purchase, or by any other means of acquisition, the Authority will establish and formally adopt appropriate procedures for property disposition, subject to applicable Federal, State, and local regulations.

**H. A DESCRIPTION OF DESIRED ZONING CHANGES AND CHANGES IN STREETS, STREET LEVELS, INTERSECTIONS, TRAFFIC FLOW MODIFICATIONS, OR UTILITIES.**

The Mixed Use Planned Unit Development (MUPUD) zoning district has already been adopted to coincide with the DDA District and anticipated form of development. It is not anticipated that the location of the road network will change significantly, although there will be physical improvements to the roads and underground utilities. Proposed changes in infrastructure such as streets, sidewalks, utilities, etc. are not known at this time but will also be added to the Appendix.

**I. AN ESTIMATE OF THE COST OF THE DEVELOPMENT, A STATEMENT OF THE PROPOSED METHOD OF FINANCING THE DEVELOPMENT, AND THE ABILITY OF THE AUTHORITY TO ARRANGE THE FINANCING.**

A description, including cost estimate and schedule of implementation, for each improvement project that will be completed within the district is contained in the project schedule and budget in this Plan under "Proposed Improvements." In addition to TIF tax capture, the DDA reserves the ability to utilize the following financing options for DDA projects/activities:

- a. Millage of up to two (2) mills;
- b. Special assessments;
- c. Revenue bonds;
- d. Revenues from property owned or leased by the DDA;
- e. Donations to DDA;
- f. Grants to DDA; and
- g. Contributions from the local unit of government.

**J. DESIGNATION OF THE PERSON OR PERSONS, NATURAL OR CORPORATE, TO WHOM ALL OR A PORTION OF THE DEVELOPMENT IS TO BE LEASED, SOLD, OR CONVEYED IN ANY MANNER AND FOR WHOSE BENEFIT THE PROJECT IS BEING UNDERTAKEN IF THAT INFORMATION IS AVAILABLE TO THE AUTHORITY.**

Information concerning the names of people for whom benefits may accrue is unknown at this time and will not be available until phases of implementation are underway.

**K. THE PROCEDURES FOR BIDDING FOR THE LEASING, PURCHASING, OR CONVEYING IN ANY MANNER OF ALL OR A PORTION OF THE DEVELOPMENT UPON ITS COMPLETION, IF THERE IS NO EXPRESS OR IMPLIED AGREEMENT BETWEEN THE AUTHORITY AND PERSONS, NATURAL OR CORPORATE, THAT ALL OR A PORTION OF THE DEVELOPMENT WILL BE LEASED, SOLD, OR CONVEYED IN ANY MANNER TO THOSE PERSONS.**

All such procedures will follow both township and state law and at the present time there are no commitments made.

**L. ESTIMATES OF THE NUMBER OF PERSONS RESIDING IN THE DEVELOPMENT AREA AND THE NUMBER OF FAMILIES AND INDIVIDUALS TO BE DISPLACED. IF OCCUPIED RESIDENCES ARE DESIGNATED FOR ACQUISITION AND CLEARANCE BY THE AUTHORITY, A DEVELOPMENT PLAN SHALL INCLUDE A SURVEY OF THE FAMILIES AND INDIVIDUALS TO BE DISPLACED, INCLUDING THEIR INCOME AND RACIAL COMPOSITION, A STATISTICAL DESCRIPTION OF THE HOUSING SUPPLY IN THE COMMUNITY, INCLUDING THE NUMBER OF PRIVATE AND PUBLIC UNITS IN EXISTENCE OR UNDER CONSTRUCTION, THE CONDITION OF THOSE UNITS IN EXISTENCE, THE NUMBER OF OWNER-OCCUPIED AND RENTER-OCCUPIED UNITS, THE ANNUAL RATE OF TURNOVER OF THE VARIOUS TYPES OF HOUSING AND THE RANGE OF RENTS AND SALE PRICES, AN ESTIMATE OF THE TOTAL DEMAND FOR HOUSING IN THE COMMUNITY, AND THE ESTIMATED CAPACITY OF PRIVATE AND PUBLIC HOUSING AVAILABLE TO DISPLACED FAMILIES AND INDIVIDUALS.**

At the present time, no known relocation of families or individuals will take place within the scope of this proposed Development Plan or Tax Increment Financing Plan. Should said displacement be planned during implementation of the Plan, the above information will be gathered accordingly.

**M. A PLAN FOR ESTABLISHING PRIORITY FOR THE RELOCATION OF PERSONS DISPLACED BY THE DEVELOPMENT IN ANY NEW HOUSING IN THE DEVELOPMENT AREA.**

At the present time, no known relocation of families or individuals will take place within the scope of this proposed Development Plan or Tax Increment Financing Plan.

**N. PROVISION FOR THE COSTS OF RELOCATING PERSONS DISPLACED BY THE DEVELOPMENT AND FINANCIAL ASSISTANCE AND REIMBURSEMENT OF EXPENSES, INCLUDING LITIGATION EXPENSES AND EXPENSES INCIDENT TO THE TRANSFER OF TITLE, IN ACCORDANCE WITH THE STANDARDS AND PROVISIONS OF THE UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970, PUBLIC LAW 91-646, 84 STAT. 1894.**

At the present time, no known relocation of families or individuals will take place within the scope of this proposed Development Plan or Tax Increment Financing Plan.

**O. A PLAN FOR COMPLIANCE WITH THE FEDERAL UNIFORM RELOCATION ASSISTANCE AND REAL PROPERTY ACQUISITION POLICIES ACT OF 1970 AND ACT 227 OF THE PUBLIC ACTS OF 1972.**

At the present time, no known relocation of families or individuals will take place within the scope of this proposed Development Plan or Tax Increment Financing Plan.

**P. OTHER MATERIAL THAT THE AUTHORITY, LOCAL PUBLIC AGENCY, OR GOVERNING BODY CONSIDERS PERTINENT.**

Such other material will be identified or added as the need arises.

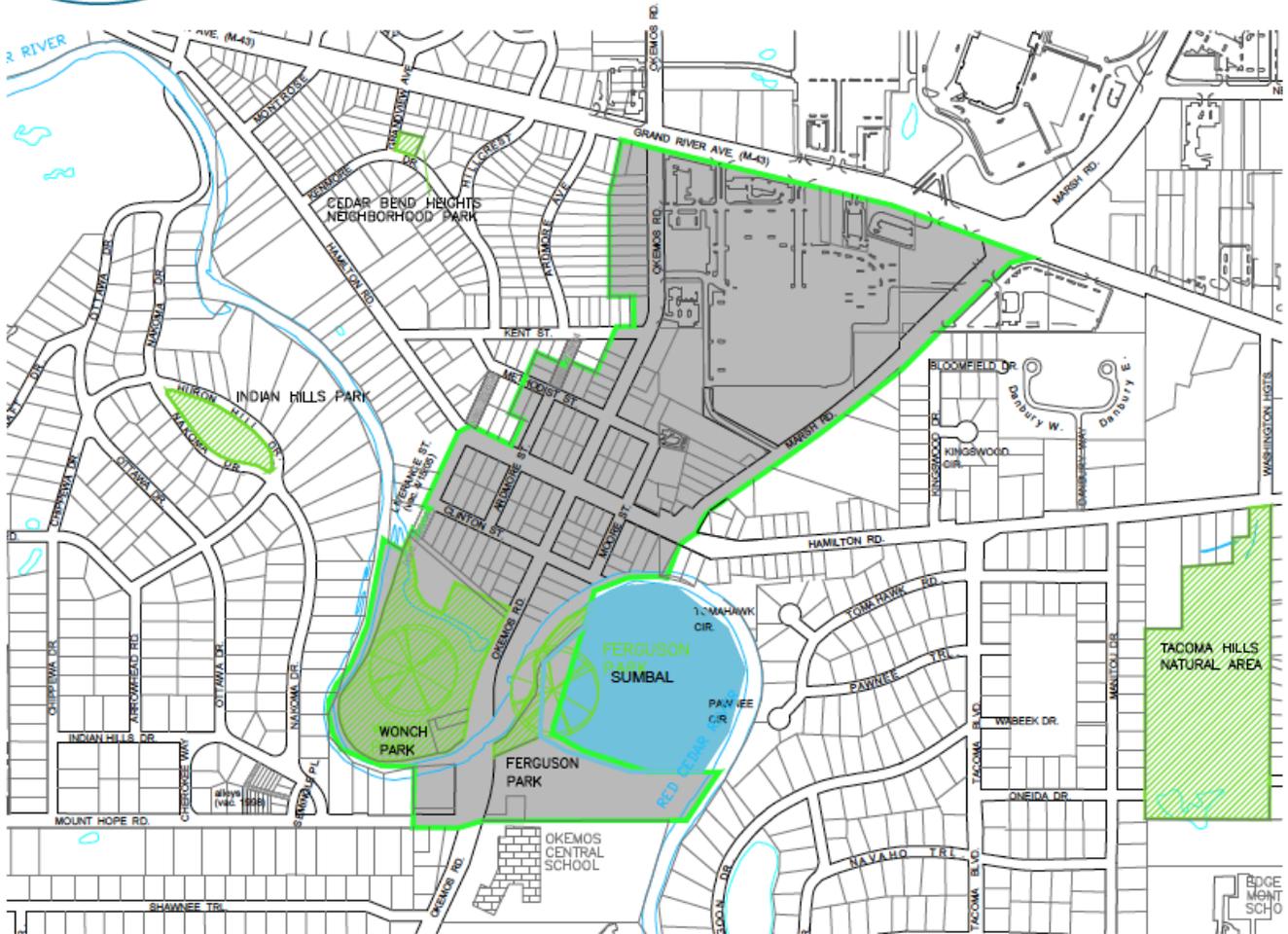
DRAFT

# MAP I: DDA BOUNDARIES

The District as currently established will be left unchanged with no removal or addition of parcels. Below is a map with the shaded area identify the DDA District.



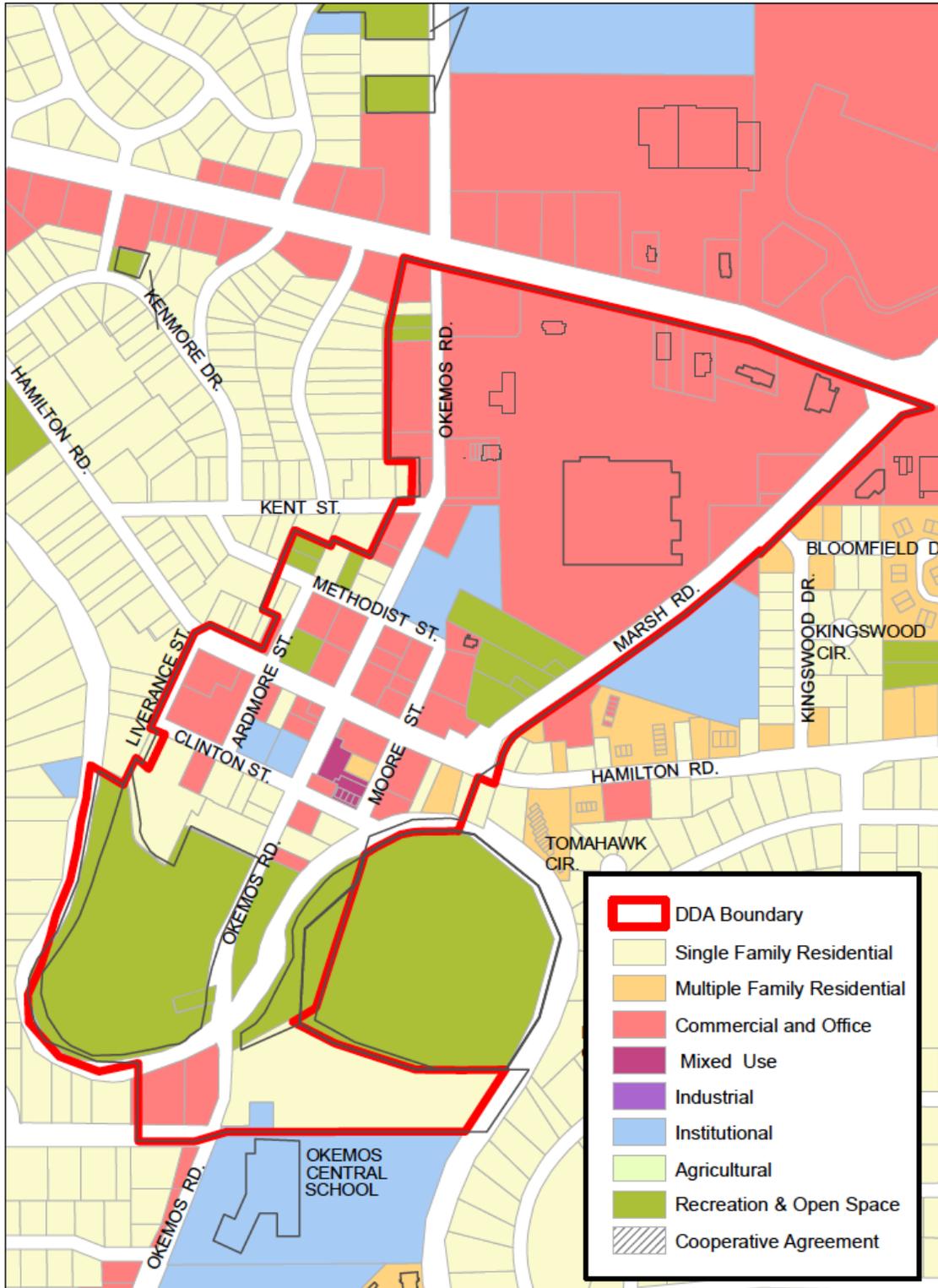
## Downtown Development Authority (DDA) Map 2006



Map Source: Meridian Township Web Page, Meridian DDA Map (dated 2006)

**MAP 2: EXISTING LAND USE**

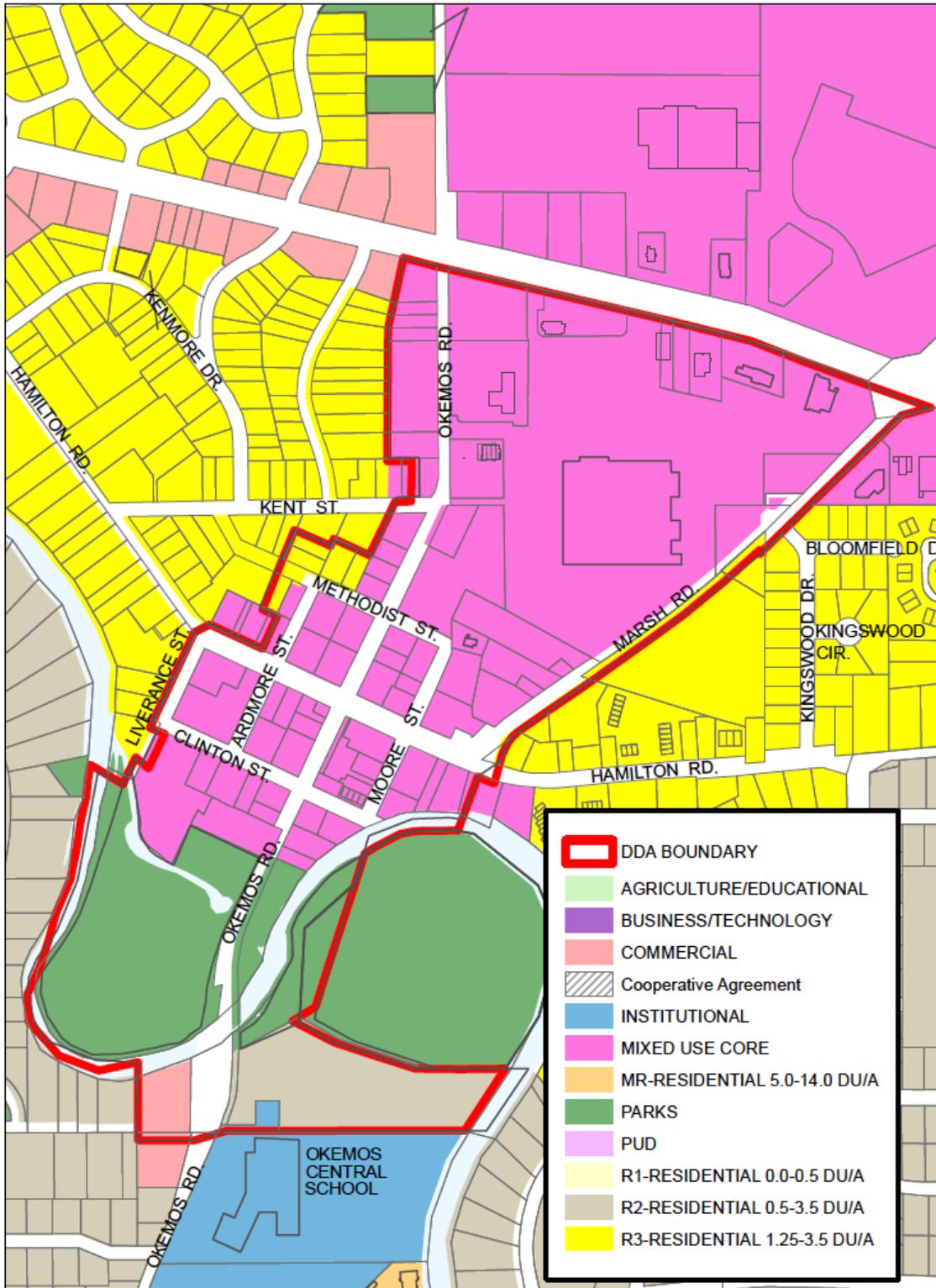
**DDA Boundary with Existing Land Use**



Map Source: 2017 Meridian Township Master Plan (dated 9/22/18 and as may be amended by the Township)

**MAP 3: FUTURE LAND USE**

**DDA Boundary with Future Land Use**



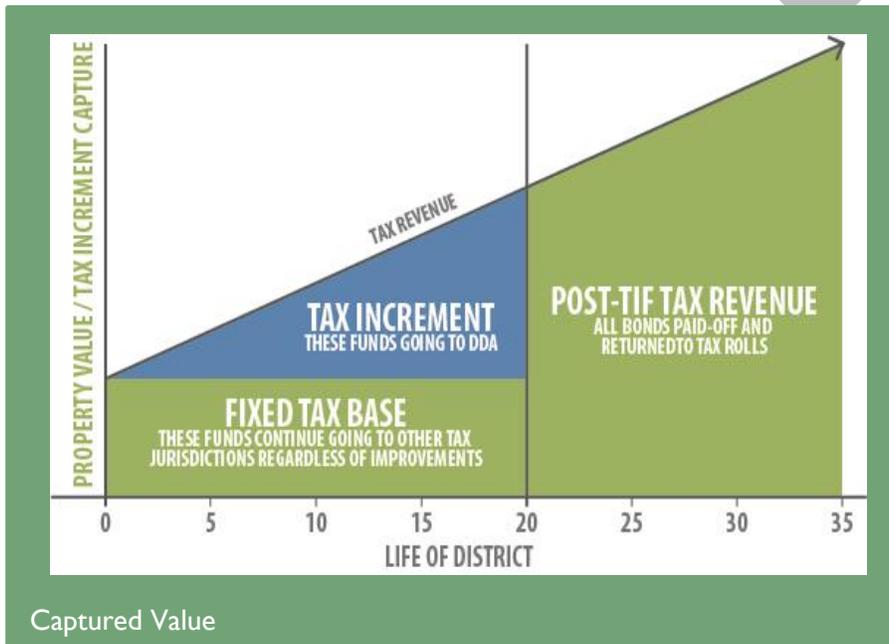
Map Source: 2017 Meridian Township Master Plan (dated 9/22/18 and as may be amended by the Township)

# TAX INCREMENT FINANCING PLAN

## EXPLANATION OF THE TAX INCREMENT PROCEDURE

Tax Increment Financing is a method of funding public investments in an area slated for (re)development by capturing, for a time, all or a portion of the increased tax revenue that may result from increases in property values, either as a result of (re)development or general market inflation. The concept of tax increment financing is applied only to the Development Area for which a Development Plan has been prepared by the Downtown Development Authority and adopted by the Township Board.

As provided in the Act, as amended, tax increment financing is an effective tool for financing redevelopment and planning of designated development areas within a Downtown Development Authority District. TIF financing can be used to fund facilities, structures, or improvements within the district and to: 1) market businesses within the district; 2) plan for property within the district; 3) acquire land; 4) improve sites; 5) construct buildings; and 6) administer the Development Plan. Because TIF financing involves capture of tax revenue for certain parcels, TIF dollars must be used for improvements that will generally benefit those same parcels.



“Captured Assessed Value” can be described as the difference in amount in any year of the Plan in which the current assessed value exceeds the initial assessed value. “Current Assessed Value” is the amount of value upon which taxes are based for the current year, also called the Taxable Value. “Initial Assessed Value” represents the assessed value of properties at the time the DDA was established or amended, in this case 2018. Tax exempt properties are represented as a zero value in the Plan, since no tax increments will be collected for that site, regardless of

increases in actual property value. The difference between the initial assessed value (base year total) and the current assessed value (current year total) is the value of property for which taxes can be captured and (re)invested by the DDA.

**I. Increase in taxable value.** The initial assessed value (“SEV”) for this Plan is the assessed value of all real and personal property in the development area as determined on December 31, 2017 and finally equalized by the state in May of 2018. This is commonly considered the SEV for 2018. As shown in Table I, the base value of real property in the district is \$19,462,787.

**Table 1**  
**Estimated Taxable Value Increase <sup>(1)</sup>**  
 ESTIMATED TAX CAPTURE VALUE 2019 - 2038

Fiscal Year	Base Taxable Value of District <sup>(2)</sup>	Taxable Value Increase from 2.14% Inflationary Increase on 3 Block Area <sup>(3)</sup>	Base Taxable Value of District with Inflationary Increase on 3 Block Area <sup>(4)</sup>	Base Taxable Value of District with Increases from Inflation on 3 Block Area and 3 Block Area Project <sup>(5)</sup>
Base Year: 2018	\$19,462,787	\$0	\$19,462,787	\$19,462,787
2019	\$19,462,787	\$174,595	\$19,637,382	\$19,637,382
2020	\$19,462,787	\$352,919	\$19,815,706	\$25,256,667
2021	\$19,462,787	\$535,049	\$19,997,836	\$31,559,878
2022	\$19,462,787	\$721,068	\$20,183,855	\$33,786,258
2023	\$19,462,787	\$911,059	\$20,373,846	\$35,623,052
2024	\$19,462,787	\$1,105,106	\$20,567,893	\$40,182,889
2025	\$19,462,787	\$1,303,295	\$20,766,082	\$46,787,790
2026	\$19,462,787	\$1,505,716	\$20,968,503	\$50,339,621
2027	\$19,462,787	\$1,712,459	\$21,175,246	\$54,168,198
2028	\$19,462,787	\$1,923,616	\$21,386,403	\$59,522,232
2029	\$19,462,787	\$2,139,281	\$21,602,068	\$61,877,753
2030	\$19,462,787	\$2,359,550	\$21,822,337	\$62,957,908
2031	\$19,462,787	\$2,584,522	\$22,047,309	\$64,061,125
2032	\$19,462,787	\$2,814,298	\$22,277,085	\$65,187,895
2033	\$19,462,787	\$3,048,979	\$22,511,766	\$66,338,722
2034	\$19,462,787	\$3,288,670	\$22,751,457	\$67,514,119
2035	\$19,462,787	\$3,533,479	\$22,996,266	\$68,714,610
2036	\$19,462,787	\$3,783,514	\$23,246,301	\$69,940,732
2037	\$19,462,787	\$4,038,888	\$23,501,675	\$71,193,032
2038	\$19,462,787	\$4,299,714	\$23,762,501	\$72,472,069

(1) This table assumes taxable value based on a proposed redevelopment project across a three (3) Block Area in Downtown Okemos with a 2.14% Inflation Rate Multiplier on Base Taxable Values of the three (3) Block Area - No new development or increase in value due to improvements beyond the proposed three (3) Block Area. New development outside of three (3) Block Area would increase taxable value.

(2) Base Taxable Values are on entire DDA District and values shown are on Real Property {Building(s), Land and Land Improvements} and Personal Property.

(3) (a) Property Value Increase Used: 20-Year Average Inflation Rate Multiplier 2.14% growth/year. Per the Michigan Department of Treasury annual Bulletin "Consumer Price Level (CPL/CPI)" Memo at:  
[https://www.michigan.gov/documents/treasury/Bulletin\\_16\\_of\\_2017\\_-\\_Inflation\\_Rate\\_Multiplier\\_for\\_2018\\_604882\\_7.pdf](https://www.michigan.gov/documents/treasury/Bulletin_16_of_2017_-_Inflation_Rate_Multiplier_for_2018_604882_7.pdf)

(b) Inflationary Percentage (%) Change In Future Taxable Values (TV) is on Real Property {Building(s), Land and Land Improvements} but not Personal Property.

(4) Base Taxable Value of District with Annual 2.14% Inflationary Increase on Base Taxable Value of three (3) Block Area.

(5) Taxable Value Increase from the proposed redevelopment project across a three (3) Block Area in Downtown Okemos with a 2.14% Inflationary Increase on Base Taxable Values in three (3) Block Area and New Taxable Value from three (3) Block Area project.

The purpose of the Tax Increment Financing Plan is to ensure that revenues from tax increment capture will be sufficient to cover anticipated costs, especially when it comes to bond debt. Therefore, some assumptions are involved in order to project property values into the future to determine anticipated revenues. These assumptions are identified in the footnotes for each of the tables.

- 2. Capturable Taxable Value.** A specific amount of development is expected over the entire DDA District, based upon Development Scenarios assembled by the DDA using current and potential future project proposals for Downtown Okemos. For projection purposes of this Plan, the below Table 2 assumes taxable value based on a proposed redevelopment project across a three (3) Block Area in Downtown Okemos with a 2.14% Inflation Rate Multiplier on Base Taxable Values. The Plan does not project any other new development or increases in value due to private investments/improvements beyond the proposed three (3) Block Area. However, new private development outside of three (3) Block Area in the District would result in added private investment/improvements thus increasing taxable value and increasing potential tax increment revenue capture for Plan Projects/Activities. Estimates of taxable value capture amount from the proposed redevelopment project across a three (3) Block Area in Downtown Okemos does not include the base taxable value of the District or the 2.14% Inflationary Increase on base taxable values of the three (3) Block Area.

In order to afford the taxing jurisdictions the ability to meet their annual budgetary needs with the existing taxes they are currently receiving from the parcels in the District, this Plan will pass-through the existing base taxes paid (Base Year 2018) of all parcels in the District, as provided for in the Act, and a portion (2.14% property value increase) of the increase on the base taxes paid due to any new private development within the District that results in added private investment/improvements thus increasing taxable values on those specific parcels. These payments are subject to certain triggering conditions and would be made from available tax increment revenues, as agreed to between the taxing jurisdictions, the Authority, and Meridian Charter Township, as provided for in the Act. The property value increase used is the current 20-Year Average Inflation Rate Multiplier of 2.14% growth/year (per the Michigan Department of Treasury Annual Bulletin "Consumer Price Level (CPL/CPI)" Memo).

**Table 2**  
**Estimated Taxable Value Capture <sup>(1)</sup>**  
 ESTIMATED TAX CAPTURE VALUE 2019 - 2038

Fiscal Year	Base Taxable Value of District <sup>(2)</sup>	Taxable Value Increase from 2.14% Inflationary Increase on 3 Block Area <sup>(3)</sup>	Base Taxable Value of District with Inflationary Increase on 3 Block Area <sup>(4)</sup>	Base Taxable Value of District with Increases from Inflation on 3 Block Area and 3 Block Area Project <sup>(5)</sup>	Taxable Value Capture Amount Not Including Inflationary Increase on 3 Block Area or Base Taxable Value of District <sup>(6)</sup>
Base Year: 2018	\$19,462,787	\$0	\$19,462,787	\$19,462,787	\$0
2019	\$19,462,787	\$174,595	\$19,637,382	\$19,637,382	\$0
2020	\$19,462,787	\$352,919	\$19,815,706	\$25,256,667	\$5,440,961
2021	\$19,462,787	\$535,049	\$19,997,836	\$31,559,878	\$11,562,042
2022	\$19,462,787	\$721,068	\$20,183,855	\$33,786,258	\$13,602,403
2023	\$19,462,787	\$911,059	\$20,373,846	\$35,623,052	\$15,249,207
2024	\$19,462,787	\$1,105,106	\$20,567,893	\$40,182,889	\$19,614,996
2025	\$19,462,787	\$1,303,295	\$20,766,082	\$46,787,790	\$26,021,708
2026	\$19,462,787	\$1,505,716	\$20,968,503	\$50,339,621	\$29,371,118
2027	\$19,462,787	\$1,712,459	\$21,175,246	\$54,168,198	\$32,992,952
2028	\$19,462,787	\$1,923,616	\$21,386,403	\$59,522,232	\$38,135,829
2029	\$19,462,787	\$2,139,281	\$21,602,068	\$61,877,753	\$40,275,685
2030	\$19,462,787	\$2,359,550	\$21,822,337	\$62,957,908	\$41,135,571
2031	\$19,462,787	\$2,584,522	\$22,047,309	\$64,061,125	\$42,013,815
2032	\$19,462,787	\$2,814,298	\$22,277,085	\$65,187,895	\$42,910,810
2033	\$19,462,787	\$3,048,979	\$22,511,766	\$66,338,722	\$43,826,956
2034	\$19,462,787	\$3,288,670	\$22,751,457	\$67,514,119	\$44,762,662
2035	\$19,462,787	\$3,533,479	\$22,996,266	\$68,714,610	\$45,718,345
2036	\$19,462,787	\$3,783,514	\$23,246,301	\$69,940,732	\$46,694,431
2037	\$19,462,787	\$4,038,888	\$23,501,675	\$71,193,032	\$47,691,357
2038	\$19,462,787	\$4,299,714	\$23,762,501	\$72,472,069	<u>\$48,709,568</u>
					\$635,730,415

(1) This table assumes taxable value capture based on a proposed redevelopment project across a three (3) Block Area in Downtown Okemos not including the Base Taxable Value of the District and not including a 2.14% Inflation Rate Multiplier on Base Taxable Values of the three (3) Block Area - No new development or increase in value due to improvements beyond the proposed three (3) Block Area. New development outside of three (3) Block Area would increase taxable value.

(2) Base Taxable Values are on entire DDA District and values shown are on Real Property {Building(s), Land and Land Improvements} and Personal Property.

(3) (a) Property Value Increase Used: 20-Year Average Inflation Rate Multiplier 2.14% growth/year. Per the Michigan Department of Treasury annual Bulletin "Consumer Price Level (CPL/CPI)" Memo at: [https://www.michigan.gov/documents/treasury/Bulletin\\_16\\_of\\_2017\\_-\\_Inflation\\_Rate\\_Multiplier\\_for\\_2018\\_604882\\_7.pdf](https://www.michigan.gov/documents/treasury/Bulletin_16_of_2017_-_Inflation_Rate_Multiplier_for_2018_604882_7.pdf)

(b) Inflationary Percentage (%) Change In Future Taxable Values (TV) is on Real Property {Building(s), Land and Land Improvements} but not Personal Property.

(4) Base Taxable Value of District with Annual 2.14% Inflationary Increase on Base Taxable Value of three (3) Block Area.

(5) Taxable Value Increase from the proposed redevelopment project across a three (3) Block Area in Downtown Okemos with a 2.14% Inflationary Increase on Base Taxable Values in three (3) Block Area and New Taxable Value from three (3) Block Area project.

(6) Taxable Value Capture amount from the proposed redevelopment project across a three (3) Block Area in Downtown Okemos. Taxable Value Capture does not include the Base Taxable Value of the District or the 2.14% Inflationary Increase on Base Taxable Values in the three (3) Block Area.

**3. Tax Increment Capture.** Beginning with the 2019 tax collection, and for each year within the term of the Plan, municipal and county treasurers transmit directly to the DDA, the applicable portion of the tax levy set by the taxing units on the real property in the development area, including that portion of any commercial facilities tax levied pursuant to PA 255 of 1978 and that portion on an industrial facilities tax levied pursuant to PA 198 of 1974. Voted and separately identified debt millage revenues do not come to the DDA, but instead go directly to the intended taxing units.

“Tax increment revenues” means the amount of ad valorem property taxes and specific local taxes attributable to the application of the levy of all taxing jurisdictions upon the captured assessed value of real and personal property in the Development Area. Tax increment revenues do not include any of the following:

- a. Taxes under the state education tax act, 1993 PA 331, MCL 211.901 to 211.906.
- b. Taxes levied by local or intermediate school districts.
- c. Ad valorem property taxes attributable either to a portion of the captured assessed value shared with taxing jurisdictions within the jurisdictional area of the authority or to a portion of value of property that may be excluded from captured assessed value or specific local taxes attributable to the ad valorem property taxes.
- d. Ad valorem property taxes excluded by the tax increment financing plan of the authority from the determination of the amount of tax increment revenues to be transmitted to the authority or specific local taxes attributable to the ad valorem property taxes.
- e. Ad valorem property taxes exempted from capture under section 18(5) or specific local taxes attributable to the ad valorem property taxes.
- f. Ad valorem property taxes specifically levied for the payment of principal and interest of obligations approved by the electors or obligations pledging the unlimited taxing power of the local governmental unit or specific taxes attributable to those ad valorem property taxes.

To utilize tax increment financing, the DDA must prepare a Development Plan and a tax increment financing plan. Both plans are submitted to the Township Board, who must approve the plans. These plans may be amended in the future to reflect changes desired by the DDA or the Township. All amendments must follow the procedures of the Act.

## **MAXIMUM AMOUNT OF BONDED INDEBTEDNESS TO BE INCURRED**

The Downtown Development Authority may explore the possibility of bonding against future revenues to supply the funds required to accomplish larger public improvement projects. The extent of the indebtedness and the timing of the debt retirement will be determined by the extent of the tax increment revenues. The maximum indebtedness, as stated in PA 197 of 1975, cannot exceed the ability to service the debt from tax increments. Only 80% of projected revenues are available as debt service funds. There is currently no bonded indebtedness for the DDA. Future Plan updates will consider outstanding debt as it plans for continued investment in the district.

## **DURATION OF THE DEVELOPMENT PROGRAM**

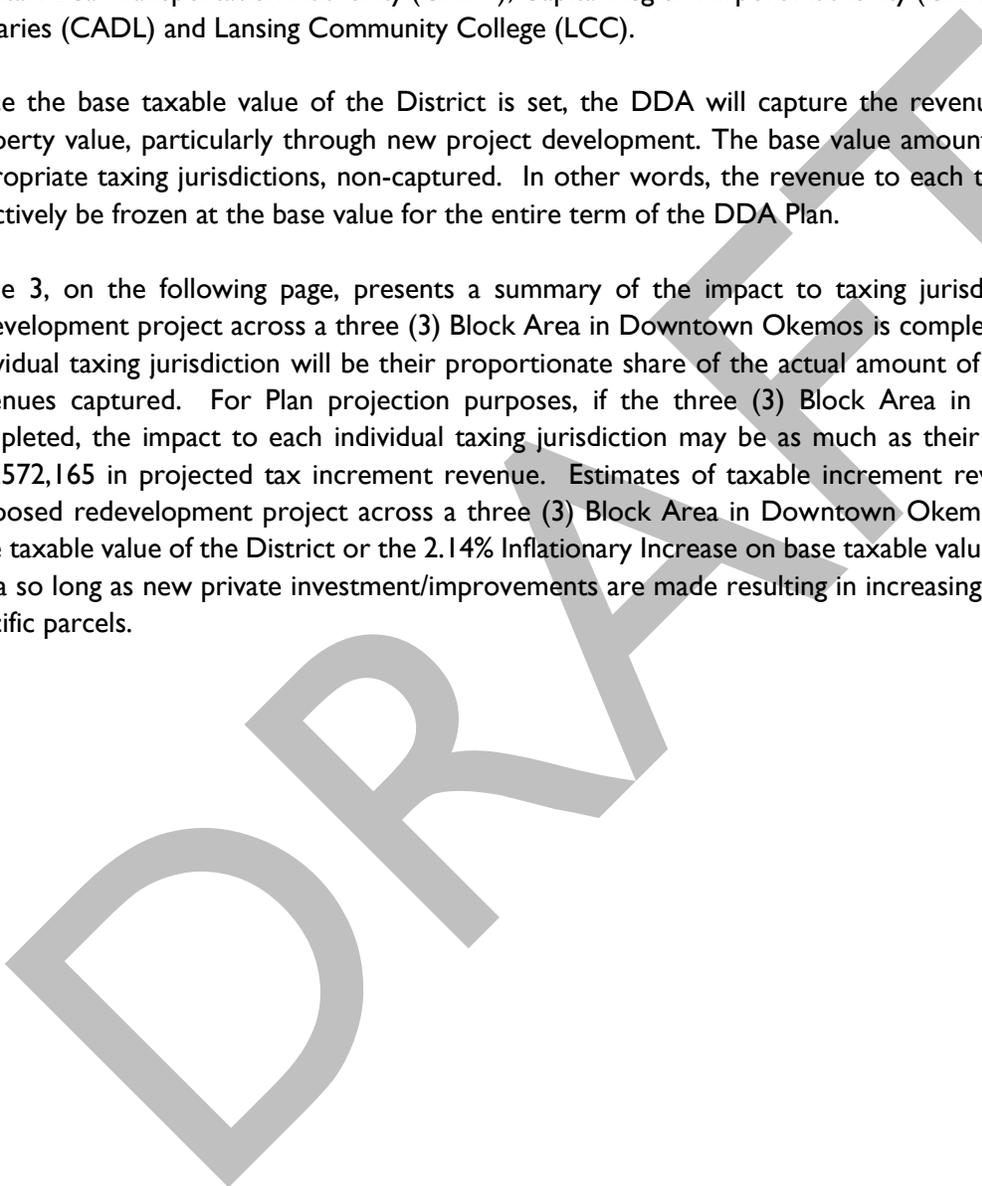
The duration of the tax increment financing plan is twenty (20) years, commencing in 2019 and will cease with tax collections due in December 2038, unless this Plan is amended to extend or shorten its duration.

## **STATEMENT OF THE ESTIMATED IMPACT OF TAX INCREMENT FINANCING ON TAXING JURISDICTIONS IN WHICH THE DEVELOPMENT AREA IS LOCATED.**

In addition to Meridian Township, the DDA is eligible to capture tax increment revenues from Ingham County, Capital Area Transportation Authority (CATA), Capital Region Airport Authority (CRAA), Capital Area District Libraries (CADL) and Lansing Community College (LCC).

Once the base taxable value of the District is set, the DDA will capture the revenue from any increase in property value, particularly through new project development. The base value amount would still flow to the appropriate taxing jurisdictions, non-captured. In other words, the revenue to each taxing jurisdiction would effectively be frozen at the base value for the entire term of the DDA Plan.

Table 3, on the following page, presents a summary of the impact to taxing jurisdictions if the proposed redevelopment project across a three (3) Block Area in Downtown Okemos is completed. The impact to each individual taxing jurisdiction will be their proportionate share of the actual amount of the total tax increment revenues captured. For Plan projection purposes, if the three (3) Block Area in Downtown Okemos is completed, the impact to each individual taxing jurisdiction may be as much as their proportionate share of \$18,572,165 in projected tax increment revenue. Estimates of taxable increment revenue amount from the proposed redevelopment project across a three (3) Block Area in Downtown Okemos does not include the base taxable value of the District or the 2.14% Inflationary Increase on base taxable values of the three (3) Block Area so long as new private investment/improvements are made resulting in increasing taxable values on those specific parcels.



**Table 3**  
**Estimated Tax Increment Revenue Capture by Taxing Jurisdiction**  
 ESTIMATED TAX CAPTURE VALUE 2019 - 2038

Fiscal Year	Meridian Township	Ingham County	Capital Region Airport Authority	Capital Area Transportation Authority	Capital Area District Libraries	Lansing Community College	Total Estimated Tax Increment Revenues Captured
<i>Millage Rates</i>	<b>8.8007</b>	<b>11.3400</b>	<b>0.6990</b>	<b>3.0070</b>	<b>1.5600</b>	<b>3.8072</b>	<b>29.2139</b>
Base Year:							
2018	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2019	\$0	\$0	\$0	\$0	\$0	\$0	\$0
2020	\$47,884	\$61,700	\$3,803	\$16,361	\$8,488	\$20,715	\$158,952
2021	\$101,754	\$131,114	\$8,082	\$34,767	\$18,037	\$44,019	\$337,772
2022	\$119,711	\$154,251	\$9,508	\$40,902	\$21,220	\$51,787	\$397,379
2023	\$134,204	\$172,926	\$10,659	\$45,854	\$23,789	\$58,057	\$445,489
2024	\$172,626	\$222,434	\$13,711	\$58,982	\$30,599	\$74,678	\$573,031
2025	\$229,009	\$295,086	\$18,189	\$78,247	\$40,594	\$99,070	\$760,196
2026	\$258,486	\$333,068	\$20,530	\$88,319	\$45,819	\$111,822	\$858,045
2027	\$290,361	\$374,140	\$23,062	\$99,210	\$51,469	\$125,611	\$963,853
2028	\$335,622	\$432,460	\$26,657	\$114,674	\$59,492	\$145,191	\$1,114,096
2029	\$354,454	\$456,726	\$28,153	\$121,109	\$62,830	\$153,338	\$1,176,610
2030	\$362,022	\$466,477	\$28,754	\$123,695	\$64,171	\$156,611	\$1,201,730
2031	\$369,751	\$476,437	\$29,368	\$126,336	\$65,542	\$159,955	\$1,227,387
2032	\$377,645	\$486,609	\$29,995	\$129,033	\$66,941	\$163,370	\$1,253,592
2033	\$385,708	\$496,998	\$30,635	\$131,788	\$68,370	\$166,858	\$1,280,356
2034	\$393,943	\$507,609	\$31,289	\$134,601	\$69,830	\$170,420	\$1,307,692
2035	\$402,353	\$518,446	\$31,957	\$137,475	\$71,321	\$174,059	\$1,335,611
2036	\$410,944	\$529,515	\$32,639	\$140,410	\$72,843	\$177,775	\$1,364,126
2037	\$419,717	\$540,820	\$33,336	\$143,408	\$74,399	\$181,571	\$1,393,251
2038	\$428,678	\$552,366	\$34,048	\$146,470	\$75,987	\$185,447	\$1,422,996
	\$5,594,873	\$7,209,183	\$444,376	\$1,911,641	\$991,739	\$2,420,353	<b>\$18,572,165</b>

**Methodology for this Table:** Total capture amount for each year was taken from the "Taxable Value Capture Amount Not Including Inflationary Increase on Base Taxable Value of three (3) Block Area or Base Taxable Value of District" column in the Estimated Taxable Value Capture Table 2. Those amounts were then divided by 1000 and multiplied by the millage rates above to establish the tax capture for each taxing agency.

## PLAN FOR THE EXPENDITURE OF CAPTURED ASSESSED VALUE BY THE AUTHORITY

- I. **Estimate of Tax Increment Revenues.** Table 3 above summarizes the estimated capturable tax increment revenues by year. The projected annual growth in taxable value is estimated at 2.14% annually for the three (3) Block Area and is shown in Tables 1 and 2 above. Additional increases in the assessed valuation for the Development Area and consequent tax increment revenues may result from other new construction, rehabilitation, expansion, or additional appreciation in property values beyond the estimated 2.14% figure. These increases are beyond those projected in this Plan but if such increases occur, the tax increment revenues will be captured above the 2.14% Inflationary Increase and used in accordance to this Plan to accelerate the implementation and success of this Plan and the proposed improvements.

**2. Expenditure of Tax Increment Revenues.** Any additional tax increment revenues beyond those projected in this Plan will:

- a. be used to expedite any debt service, or
- b. further the implementation of the proposed improvements.

Should the tax increment revenues be less than projected, the DDA may choose to:

- a. Collect and hold the captured revenues until a sufficient amount is available to implement specific improvements,
- b. Consider implementing improvement projects/activities based upon the ability to match existing funds with expenditures while seeking out additional funding sources,
- c. Amend the Development Plan and/or tax increment financing plan to allow for alternative projects/activities and funding.

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# APPENDIX A: BASE PARCEL DATA

**TABLE 4  
PARCELS IN THE DDA DISTRICT**

TAX ID # / ADDRESS
33-02-02-21-254-016/4837 OKEMOS ROAD
33-02-02-21-254-017/OKEMOS ROAD
33-02-02-21-254-018/4825 OKEMOS ROAD
33-02-02-21-254-030/4767 OKEMOS ROAD
33-02-02-21-254-031/4787 OKEMOS ROAD
33-02-02-21-254-032/4815 OKEMOS ROAD
33-02-02-21-254-037/2131 GRAND RIVER AVENUE
33-02-02-21-276-003/2041 GRAND RIVER AVENUE
33-02-02-21-276-005/2037 GRAND RIVER AVENUE
33-02-02-21-276-006/2049 GRAND RIVER AVENUE
33-02-02-21-276-009/2045 GRAND RIVER AVENUE
33-02-02-21-276-011/2085 GRAND RIVER AVENUE
33-02-02-21-276-012/2055 GRAND RIVER AVENUE
33-02-02-21-276-014/2075 GRAND RIVER AVENUE
33-02-02-21-276-015/2055 GRAND RIVER AVENUE
33-02-02-21-277-001/4780 OKEMOS ROAD, #1
33-02-02-21-277-002/4780 OKEMOS ROAD, #2
33-02-02-21-277-003/4780 OKEMOS ROAD, #3
33-02-02-21-277-004/4780 OKEMOS ROAD, #4
33-02-02-21-402-007/METHODIST STREET
33-02-02-21-402-008/4217 ARDMORE AVENUE
33-02-02-21-403-003/2154 METHODIST STREET
33-02-02-21-403-004/METHODIST STREET
33-02-02-21-403-007/4733 OKEMOS ROAD
33-02-02-21-403-008/4731 OKEMOS ROAD
33-02-02-21-403-009/4717 OKEMOS ROAD
33-02-02-21-403-011/4747 OKEMOS ROAD
33-02-02-21-404-001/2188 HAMILTON ROAD
33-02-02-21-404-002/4705 ARDMORE AVENUE
33-02-02-21-404-007/2160 HAMILTON ROAD
33-02-02-21-405-005/2148 HAMILTON ROAD
33-02-02-21-405-008/4700 ARDMORE AVENUE
33-02-02-21-405-009/4695 OKEMOS ROAD
33-02-02-21-405-010/2138 HAMILTON ROAD
33-02-02-21-406-001/4708 OKEMOS ROAD
33-02-02-21-406-002/4696 OKEMOS ROAD

33-02-02-21-406-003/4703 MOORE STREET
33-02-02-21-406-004/MOORE STREET
33-02-02-21-406-005/4690 OKEMOS ROAD
33-02-02-21-406-006/2114 HAMILTON ROAD
33-02-02-21-408-001/2175 HAMILTON ROAD
33-02-02-21-408-009/4663 ARDMORE AVENUE
33-02-02-21-409-001/2153 HAMILTON ROAD
33-02-02-21-409-002/2149 HAMILTON ROAD
33-02-02-21-409-003/2143 HAMILTON ROAD
33-02-02-21-409-004/2137 HAMILTON ROAD
33-02-02-21-409-006/2150 CLINTON STREET
33-02-02-21-409-008/4661 OKEMOS ROAD
33-02-02-21-409-009/4675 OKEMOS ROAD
33-02-02-21-410-007/4646 OKEMOS ROAD
33-02-02-21-410-008/4659 MOORE STREET
33-02-02-21-410-010/OKEMOS ROAD
33-02-02-21-410-012/2119 HAMILTON ROAD
33-02-02-21-410-015/CLINTON STREET
33-02-02-21-411-001/2177 CLINTON STREET
33-02-02-21-411-002/2165 CLINTON STREET
33-02-02-21-412-002/2149 CLINTON STREET
33-02-02-21-412-003/4633 OKEMOS ROAD
33-02-02-21-412-004/4625 OKEMOS ROAD
33-02-02-21-412-005/4619 OKEMOS ROAD
33-02-02-21-412-006/2155 CLINTON STREET
33-02-02-21-413-001/2120 CLINTON STREET
33-02-02-21-413-002/2122 CLINTON STREET
33-02-02-21-413-003/2124 CLINTON STREET
33-02-02-21-413-004/2126 CLINTON STREET
33-02-02-21-413-100/CLINTON STREET
33-02-02-21-426-001/4750 OKEMOS ROAD
33-02-02-21-426-012/4649 MARSH ROAD
33-02-02-21-426-013/4657 MARSH ROAD
33-02-02-21-426-014/4663 MARSH ROAD
33-02-02-21-426-015/4669 MARSH ROAD
33-02-02-21-426-016/4675 MARSH ROAD
33-02-02-21-426-020/2110 METHODIST STREET

33-02-02-21-426-021/4704 MOORE STREET
33-02-02-21-426-022/2104 HAMILTON ROAD
33-02-02-21-426-023/4734 OKEMOS ROAD
33-02-02-21-427-001/4737 MARSH ROAD
33-02-02-21-428-006/2086 HAMILTON ROAD
33-02-02-21-429-003/4650 MOORE STREET
33-02-02-21-429-004/2099 HAMILTON ROAD
33-02-02-21-429-005/2095 HAMILTON ROAD
33-02-02-21-429-027/2109 HAMILTON ROAD
33-02-02-21-451-005/4555 OKEMOS ROAD
33-02-02-21-452-001/2248 MT. HOPE ROAD
33-02-02-21-452-002/OKEMOS ROAD (RIGHT-OF-WAY)
33-02-02-21-453-005/OKEMOS ROAD
33-02-02-21-453-006/4622 OKEMOS ROAD
33-02-02-21-453-007/4612 OKEMOS ROAD
33-02-02-21-453-008/4632 OKEMOS ROAD
33-02-02-21-453-009/2123 CLINTON STREET
33-02-02-21-454-002/CONSUMERS ENERGY CO. RIGHT-OF-WAY
33-02-02-21-454-007/4534 OKEMOS ROAD
33-02-02-22-152-001/4775 MARSH ROAD
33-02-02-22-152-002/MARSH ROAD

Data Source: Meridian Township Assessing Office

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## APPENDIX B: LEGAL DESCRIPTION OF DISTRICT

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The Authority shall exercise its power within the boundaries of the Downtown District, which are described as follows:

DDA located in parts of the E ½ of section 21 and W ½ of section 22, Meridian Charter Township, T4N, R1W, Ingham County, Michigan, beginning at the intersection of the east right of way of Marsh Road and the south right of way of Grand River Avenue, thence northwesterly along said south right of way to the intersection of the northwest corner of lot 21, Cedar Bend Heights subdivision, thence southwest 322.9 ft. along back lot lines to the northwest corner of lot 17, Cedar Bend Heights subdivision, thence south 550 ft. along back lot lines to the southwest corner of lot 8, Cedar Bend Heights subdivision, thence east 130 ft. along south line of lot 8, thence south 165 ft. to the north right of way line of Kent Street, thence west 94.9 ft. along said right of way line, thence southwest 263.6 ft. to the northwest corner of lot 3, Chas Bray's Addition, thence northwest 165 ft. to the centerline of vacated Ardmore Avenue, thence southwest 33 ft. along said centerline, thence northwest 165 ft. to the northwest corner of lot 12, Chas Bray's Addition, thence southwest 132 ft. to the north right of way line of Methodist Street, thence continuing southwest 231 ft. to the northwest corner of lot 7, Block 4, Hamilton plat, thence southeast 82.5 ft, thence southwest 165 ft. to the north right of way line of Hamilton Road, thence northwest 247.49 ft. to the intersection of the north right of way line of Hamilton Road and the centerline of the vacated Liverance Street, thence southwest to the intersection of the west right of way line of Liverance Street and the south right of way line of Hamilton Road, thence southwest along said west right of way line to the intersection of the west right of way line of Liverance Street and the south right of way line of Clinton Street, thence southeast to the centerline of the vacated portion of Liverance Street, thence southwest along said centerline to the north right of way line of the vacated Water Street, thence northwest to the intersection of the north right of way of the vacated Water Street and the west right of way line of the vacated Liverance Street, thence southeast to the southeast corner of lot 60, Supervisor's Plat #2 of Okemos, thence northwest along the south line of said lot line to the centerline of the Red Cedar River, thence along said centerline of river to the intersection of said centerline and the north-south section line, section 21, thence southeast 80 ft. +/- across the Red Cedar River to a point 9.4 ft. east and 262.2 ft. north of the south corner of section 21, thence south 295.2 ft. to the south right of way line of Mount Hope Road, thence east along said south right of way line to the intersection of the west right of way line of Okemos Road and the south right of way line of Mount Hope Road, thence northeast to the intersection of the south line of section 21 and the east right of way line of Okemos Road, thence 342.39 ft. east along said south section line to the centerline of the Red Cedar River, thence northeast 380 ft. +/- along said centerline of the Red Cedar River, to a point on intersecting a sanitary sewer easement centerline recorded in Uber 815, Page 846, Ingham County Register of Deeds, thence S 89°56'18"W 384.18 ft., thence N 72°09'00"W 366.09 ft., thence N 61°07'12"W 192.5 ft. to a point intersecting said easement centerline and a point on the south line of Ferguson Park, thence N 59°16'45"E 40 ft., thence north 450 ft. +/- to the centerline of the Red Cedar River, thence along said centerline of River to a point extended parallel to and 73.5 ft. westerly of the east line of lot 2, Supervisor's plat #1 of Okemos, thence northeast along said line to the south right of way line of Hamilton Road, thence northeast 120 ft. +/- to the intersection of the east right of way line of Marsh Road and the north right of way line of Hamilton Road, thence northeast along the east right of way line of Okemos Road, thence 342.39 ft. east along said south section line to the centerline of the Red Cedar River, thence northeast 380 ft. +/- along said centerline of the Red Cedar River, to a point on intersecting a sanitary sewer easement centerline recorded in Uber 815, Page 846, Ingham

County Register of Deeds, thence S 89°56'18"W 384.18 ft., thence N 72°09'00"W 366.09 ft., thence N 61°07'12"W 192.5 ft. to a point intersecting said easement centerline and a point on the south line of Ferguson Park, thence N 59°16'45"E 40 ft., thence north 450 ft. +/- to the centerline of the Red Cedar River, thence a long said centerline of River to a point extended parallel to and 73.5 ft. westerly of the east line of lot 2, Supervisor's plat #1 of Okemos, thence northeast along said line to the south right of way line of Hamilton Road, thence northeast 120 ft. +/- to the intersection of the east right of way line of Marsh Road and the north right of way line of Hamilton Road, thence northeast along the east right of way line of Marsh Road to the beginning.





13.A

**To: Township Board**

**From: Mark Kieselbach, Director of Community Planning and Development**

**Date: November 16, 2018**

**Re: Medical Marihuana Ordinance**

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The draft Commercial Medical Marihuana Facilities ordinances have been revised based on the Board's discussion at its meeting on November 8, 2018. The non-zoning ordinance now has a requirement that prior to submitting an application to the Township an applicant has successfully completed the prequalification step for a state operating license. The Township's application process was changed so that applications would be submitted to and reviewed by the Department of Community Planning and Development. The Director would either grant conditional approval or deny initial permit applications. The final approval of a permit to operate a facility and renewal of permits would be decided by the Director. Section 6, Penalties, was also changed to provide for an increase in fines for repeat offenses. As proposed the initial civil fine would be \$1,000, the first repeat offense civil fine would be \$2,500 and for the second repeat offense civil fine would be \$5,000.

The draft zoning ordinance was changed to have the Planning Commission make the final decision on a Special Use Permit. If the Board was satisfied with the draft zoning ordinance and the boundaries for the overlay districts it would need to refer the proposed zoning amendment to the Planning Commission to hold a public hearing and make a recommendation.

**Attachments**

1. Draft non-zoning ordinance, dated November 16, 2018.
2. Draft zoning ordinance, dated November 16, 2018.

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**DRAFT ORDINANCE**

**CHARTER TOWNSHIP OF MERIDIAN**

**ORDINANCE AUTHORIZING AND PERMITTING  
COMMERCIAL MEDICAL MARIHUANA FACILITIES**

**Section 1. Definitions.** The following words and phrases shall have the following definitions when used in this Ordinance:

1. "Application" means an Application for a Permit under this Ordinance and includes all supplemental documentation attached or required to be attached thereto; the Person filing the Application shall be known as the "Applicant."
2. "~~Director of Community Planning and Development~~" means the Charter Township of Meridian Director of Community Planning and Development or his/her designee. "~~Clerk~~" means the Charter Township of Meridian Clerk or his/her designee.
3. "Commercial Medical Marihuana Facility" or "Facility" means one of the following:
  - a. "Provisioning Center," as that term is defined in the Medical Marihuana Facilities Licensing Act, Public Act 281 of 2016 ("MMFLA");
  - b. "Processor," as that term is defined in the MMFLA;
  - c. "Secure Transporter," as that term in the MMFLA;
  - d. "Grower," including Class A, Class B and Class C, as those terms are defined in the MMFLA;
  - e. "Safety Compliance Facility," as that term is defined in the MMFLA.
4. "Department" means the Michigan State Department of Licensing and Regulatory Affairs or any authorized designated Michigan agency authorized to regulate, issue or administer a Michigan License for a Commercial Medical Marihuana Facility.
5. "~~LARA~~" means the Department of Licensing and Regulatory Affairs, and any successor agency to the department.
- 6-5. "License" means a current and valid License for a Commercial Medical Marihuana Facility issued by the State of Michigan.
- 7-6. "Licensee" means a Person holding a current and valid Michigan License for a Commercial Medical Marihuana Facility.
- 8-7. "Marihuana" means that term as defined in Section 7106 of the Michigan Public Health Code, 1978 PA 368, MCL 333.7106.
- 9-8. "Medical Marihuana" means that term as defined in MCL 333.26423.

## **Medical Marihuana draft ordinance**

**November 16, 2018**

**Page 2**

- ~~10-9~~. “Paraphernalia” means drug paraphernalia as defined in section 7451 of the Michigan Public Health Code, 1978 PA 368, MCL 333.7451, that is or may be used in association with Medical Marihuana.
- ~~11-10~~. “Patient” means a “registered qualifying patient” or a “visiting qualifying patient” as those terms are defined by MCL 333.26421, et seq.
- ~~12-11~~. “Permit” means a current and valid Permit for a Commercial Medical Marihuana Facility issued under this Ordinance, which shall be granted to a Permit Holder only for and limited to a specific Permitted Premises and a specific Permitted Property. Said Permit shall be in addition to the Special Use Permit required to be obtained under the Township Zoning Ordinance.
- ~~13-12~~. “Permit Holder” means the Person that holds a current and valid Permit issued under this Ordinance.
- ~~14-13~~. “Permitted Premises” means the particular building or buildings within which the Permit Holder will be authorized to conduct the Facility’s activities pursuant to the Permit.
- ~~15-14~~. “Permitted Property” means the real property comprised of a lot, parcel or other designated unit of real property upon which the Permitted Premises is situated.
- ~~16-15~~. “Person” means a natural person, company, partnership, profit or non-profit corporation, limited liability company, or any joint venture for a common purpose.
- ~~17-16~~. “Public Place” means any area in which the public is invited or generally permitted in the usual course of business.
- ~~18-17~~. “Registry Identification Card” means the document issued to a Patient or a Primary Caregiver and defined under MCL 333.26423(i).

### **Section 2. Permit Required; Number of Permits Available; Eligibility; General Provisions.**

1. The Township hereby authorizes the operation of the following types of Commercial Medical Marihuana Facilities, subject to the number of available Permits issued in this Section:
  - a. Growers, Class A
  - b. Growers, Class B
  - c. Growers, Class C
  - d. Processors
  - e. Provisioning Centers

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- f. Safety Compliance Facilities
  - g. Secure Transporters
2. The number of Commercial Medical Marihuana Facility Permits in effect at any time shall not exceed the following maximums within the Township:
  - a. Grower Permits, Class A, Class B, and Class C: 6, regardless of type
  - b. Processor Permits: 6
  - c. Provisioning Center Permits: 6
  - d. Safety Compliance Facility Permits: 6
  - e. Secure Transporter Permits: 6
3. No person shall operate a Commercial Medical Marihuana Facility at any time or any location within the Township unless a currently-effective Permit for that person at that location has been issued under this Ordinance.
4. Commercial Medical Marihuana Facilities shall operate only as allowed under this Ordinance.
5. The requirements set forth in this Ordinance shall be in addition to, and not in lieu of, any other licensing or permitting requirements imposed by applicable federal, state or local laws, regulations, codes or ordinances.
6. At the time of Application, each Applicant shall pay Application fees, annual fees, renewal fees and inspection fees for Permits to the Township to defray the costs incurred by the Township for inspection, administration and enforcement of the local regulations regarding Commercial Medical Marihuana Facilities. The Township Board shall by resolution set the fees in an amount not to exceed any limitations imposed by Michigan law.
7. A Permit and a Renewal Permit shall not confer any vested rights or reasonable expectation of subsequent renewal on the Applicant or Permit Holder, and shall remain valid for one year immediately following its approval.
8. Each year, any pending Applications for renewal or amendment of existing Permits shall be reviewed and granted or denied before Applications for new Permits are considered.
9. It is the sole and exclusive responsibility of each Permit Holder or Person applying to be a Permit Holder at all times during the Application period and during its operation to immediately provide the Township with all material changes in any information submitted on an Application and any other changes that may materially affect any state License or its Township Permit.

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10. No Permit issued under this Ordinance may be assigned or transferred to any Person unless the assignee or transferee has submitted an Application and all required fees under this Ordinance and has been granted a Permit by the **Director of Community Planning and Development** ~~Township Board~~. No Permit issued under this Ordinance is transferrable to any other location except for the Permitted Premises on the Permitted Property.
11. The original Permit issued under this Ordinance shall be prominently displayed at the Permitted Premises in a location where it can be easily viewed by the public, law enforcement and administrative authorities.
12. Acceptance by the Permit Holder of a Permit constitutes consent by the Permit Holder and its owners, officers, managers, agents and employees for any state, federal or local law enforcement to conduct random and unannounced examinations of the Facility and all articles of property in that Facility at any time to ensure compliance with this Ordinance, any other local regulations, and with the Permit.
13. A Permit Holder may not engage in any other Commercial Medical Marihuana Facility in the Permitted Premises or on the Permitted Property, or in its name at any other location within the Township, without first obtaining a separate Permit.

**Section 3. Other Laws and Ordinances.** In addition to the terms of this Ordinance, any Commercial Medical Marihuana Facility shall comply with all Township Ordinances, including without limitation the Township Zoning Ordinance, and with all other applicable federal, state and local ordinances, laws, codes and regulations. To the extent that the terms of this Ordinance are in conflict with the terms of any other applicable federal, state or local ordinances, laws, codes or regulations, the terms of the most restrictive ordinance, law, code or regulation shall control.

### Section 4. Application for and Renewal of Permits.

1. **Application.** An Application for a Permit for a Facility shall be submitted to the **Director of Community Planning and Development** ~~Township Clerk~~, and shall contain the following information:
  - a. The name, address, phone number and e-mail address of the proposed Permit Holder and the proposed Commercial Medical Marihuana Facility.
  - b. The names, home addresses and personal phone numbers for all owners, directors, officers and managers of the Permit Holder and the Commercial Medical Marihuana Facility.
  - c. One (1) copy of all the following:
    - 1) **The official paperwork issued by LARA indicating that the applicant has successfully completed the prequalification step of the application for a state operating license. Copies of all documents submitted to LARA in connection with the initial application, subsequent renewal applications or investigations conducted by LARA shall be provided.**

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- ~~2-1~~) All documentation showing the proposed Permit Holder's valid tenancy, ownership or other legal interest in the proposed Permitted Property and Permitted Premises. If the Applicant is not the owner of the proposed Permitted Property and Permitted Premises, a notarized statement from the owner of such property authorizing the use of the property for a Commercial Medical Marihuana Facility.
- ~~3-2~~) If the proposed Permit Holder is a corporation, non-profit organization, limited liability company or any other entity other than a natural person, indicates its legal status, attach a copy of all company formation documents (including amendments), proof of registration with the State of Michigan, and a certificate of good standing.
- ~~4-3~~) A valid, unexpired driver's license or state issued ID for all owners, directors, officers and managers of the proposed Facility.
- ~~5-4~~) Evidence of a valid sales tax license for the business if such a license is required by state law or local regulations.
- ~~6-5~~) Application for Sign Permit, if any sign is proposed.
- ~~7-6~~) Non-refundable Application fee.
- ~~8-7~~) Business and Operations Plan, showing in detail the Commercial Medical Marihuana Facility's proposed plan of operation, including without limitation, the following:
  - i. A description of the type of Facility proposed and the anticipated or actual number of employees.
  - ii. A security plan meeting the requirements of Section 5 of this Ordinance, which shall include a general description of the security systems(s), current centrally alarmed and monitored security system service agreement for the proposed Permitted Premises, and confirmation that those systems will meet State requirements and be approved by the State prior to commencing operations.
  - iii. A description by category of all products to be sold.
  - iv. A list of Material Safety Data Sheets for all nutrients, pesticides, and other chemicals proposed for use in the Commercial Medical Marihuana Facility.
  - v. A description and plan of all equipment and methods that will be employed to stop any impact to adjacent uses, including enforceable assurances that no odor will be detectable from outside of the Permitted Premises.

- vi. A plan for the disposal of Marihuana and related byproducts that will be used at the Facility.
  - 9-8) An identification of any business that is directly or indirectly involved in the growing, processing, testing, transporting or sale of Marihuana for the Facility.
  - 10-9) Whether any Applicant has ever applied for or has been granted any commercial license or certificate issued by a licensing authority in Michigan or any other jurisdiction that has been denied, restricted, suspended, revoked, or not renewed and a statement describing the facts and circumstances concerning the application, denial, restriction, suspension, revocation, or nonrenewal, including the licensing authority, the date each action was taken, and the reason for each action.
  - 11-10) Signed and sealed (by Michigan registered architect, surveyor or professional engineer) site plan and interior floor plan of the Permitted Premises and the Permitted Property.
  - 12-11) Information regarding any other Commercial Medical Marihuana Facility that the Licensee is authorized to operate in any other jurisdiction within the State, or another State, and the Applicant's involvement in each Facility.
- d. Any other information reasonably requested by the Township to be relevant to the processing or consideration of the Application.
  - e. If the **Director of Community Planning and Development** ~~Township Clerk~~ identifies or is informed of a deficiency in an application, the applicant shall have five (5) business days to correct the deficiency after notification by the **Director of Community Planning and Development** ~~Township Clerk~~.
  - f. Information obtained from the Applicant or proposed Permit Holder is exempt from public disclosure under state law.

**2. Denial of Application.**

- a. The **Director of Community Planning and Development** ~~Township Clerk~~ shall reject any application that does not meet the requirements of the MMFLA or this Chapter. The **Director of Community Planning and Development** ~~Township Clerk~~ shall reject any application that contains any false, misleading, or incomplete information.
- b. An applicant whose application is rejected or denied because of missing, incomplete, erroneous, false, or misleading information, or because of a lack of submission of the full amount of the fees due, does not have a right to appeal the decision.

3. **Issuance of Conditional Approval.**

- a. Complete applications for a Commercial Medical Marihuana Facility Permit determined to be in full compliance with the requirements of this Chapter shall be issued conditional approval in accordance with the procedures specified in this Section.
- b. The **Director of Community Planning and Development** ~~Township Clerk~~ shall issue a conditional approval if the background checks and all other information available to the Township verify that the applicant as a grower, processor, safety compliance facility, secure transporter has submitted a full and complete permit application and is in compliance with the Township Code of Ordinances and any other applicable law, rule, or regulation.
- c. A conditional approval only means that the applicant has submitted a valid application for a Commercial Medical Marihuana Facility Permit and is eligible to submit for a special use permit.

4. **Renewal Application.** The same requirements that apply to all new Applications for a Permit except for a special use permit shall apply to all Renewal Applications. Renewal Applications shall be submitted to and received by the **Director of Community Planning and Development** ~~Township Clerk~~ not less than ninety (90) days prior to the expiration of the annual Permit, except that an Application requesting a change in the location of the Permitted Premises shall be submitted and received not less than one hundred twenty (120) days prior to the expiration of the Permit. A Permit Holder whose Permit expires and for which a complete Renewal Application has not been received by the expiration date shall be deemed to have forfeited the Permit under this Ordinance. The Township will not accept Renewal Applications after the expiration date of the Permit.

5. **Issuance of Commercial Medical Marihuana Facilities Permit.**

- a. An inspection of the proposed commercial medical marihuana facility by the Township shall be required prior to issuance of the Permit. Such inspection shall occur after the premises are ready for operation, but prior to the stocking of the business with any medical marihuana, and prior to the opening of the business or commencement of operations. The inspection is to verify that the business facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of this Chapter, the special use permit, and any other applicable law, rule, or regulation.
- b. After verification the facilities are constructed and can be operated in accordance with the application submitted and the applicable requirements of this Chapter, the special use permit, and any other applicable law, rule, or regulation, and the issuance of a permanent certificate of occupancy for the facility, the Township Clerk shall issue the Permit for a term of one (1) year.

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- c. Maintaining a valid marihuana facility license issued by the State is a condition for the issuance and maintenance of the Permit issued under this Chapter and the continued operation of any marihuana facility.
  - d. An Applicant or Permit Holder has a duty to notify the **Director of Community Planning and Development**~~Township Board~~ in writing of any pending criminal charge, and any criminal conviction of a felony or other offense involving a crime of moral turpitude by the Applicant, any owner, principal officer, director, manager, or employee within ten (10) days of the event.
  - e. An Applicant or Permit Holder has a duty to notify the **Director of Community Planning and Development**~~Township Board~~ in writing of any pending criminal charge, and any criminal conviction, whether a felony, misdemeanor, petty offense, or any violation of a local law related to the cultivation, processing, manufacture, storage, sale, distribution, testing or consumption of any form of marijuana, the MMMA, the MMFLA, any building, fire, health or zoning statute, code or ordinance related to the cultivation, processing, manufacture, storage, sale, distribution, testing or consumption of any form of marijuana by the Applicant, any owner, principal officer, director, manager, or employee within (10) ten days of the event.
6. **Applications for new Permits where no building is as yet in existence.** Any Applicant for a Commercial Medical Marihuana Facility Permit whose building is not yet in existence at the time of the Township's initial approval shall have one year immediately following the date of the Township's initial approval to complete construction of the building, in accordance with applicable zoning ordinances, building codes, and any other applicable state or local laws, rules or regulations, and to commence business operations.
  7. **Duty to Supplement.** If, at any time before or after a Permit is issued pursuant to this Ordinance, any information required in the Permit Application, the MMFLA, or any rule or regulation promulgated thereunder, changes in any way from that which is stated in the Application, the Applicant or Licensee shall supplement such information in writing within ten (10) days from the date upon which such change occurs.
  8. **Permit Forfeiture.** In the event that a Commercial Medical Marihuana Facility does not commence operations within one year of issuance of a Township Permit, the Permit shall be deemed forfeited; the facility may not commence operations and the Permit is not eligible for renewal.

**Section 5. Operational Requirements – Commercial Medical Marihuana Facilities.** A Commercial Medical Marihuana Facility issued a Permit under this Ordinance and operating in the Township shall at all times comply with the following operational requirements, which the Township Board may review and amend from time to time as it determines reasonable.

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1. *Scope of Operation.* Commercial Medical Marihuana Facilities shall comply with all respective applicable codes of the local zoning, building, and health departments. The Facility must hold a valid local Permit and State Commercial Medical Marihuana Facility License for the type of Commercial Medical Marihuana Facility intended to be carried out on the Permitted Property. The Facility operator, owner or Licensee must have documentation available that local and State sales tax requirements, including holding any licenses, if applicable, are satisfied.
2. *Required Documentation.* Each Commercial Medical Marihuana Facility shall be operated from the Permitted Premises on the Permitted Property. No Commercial Medical Marihuana Facility shall be permitted to operate from a moveable, mobile or transitory location, except for a Permitted and Licensed Secure Transporter when engaged in the lawful transport of Marihuana. No person under the age of eighteen (18) shall be allowed to enter into the Permitted Premises without a parent or legal guardian.
3. *Security.* Permit Holders shall at all times maintain a security system that meets State law requirements, and shall also include the following:
  - a. Security surveillance cameras installed to monitor all entrances, along with the interior and exterior of the Permitted Premises;
  - b. Robbery and burglary alarm systems which are professionally monitored and operated 24 hours a day, 7 days a week;
  - c. A locking safe permanently affixed to the Permitted Premises that shall store all Marihuana and cash remaining in the Facility overnight;
  - d. All Marihuana in whatever form stored at the Permitted Premises shall be kept in a secure manner and shall not be visible from outside the Permitted Premises, nor shall it be grown, processed, exchanged, displayed or dispensed outside the Permitted Premises; and
  - e. All security recordings and documentation shall be preserved for at least 48 hours by the Permit Holder and made available to any law enforcement upon request for inspection.
4. *Operating Hours.* No Provisioning Center shall operate between the hours of 8:00 p.m. and 8:00 a.m.
5. *Required Spacing.* No Commercial Medical Marihuana Facility shall be located within one-thousand (1,000) feet from any public or private K-12 school, five hundred (500) feet from any church, place of worship or other religious facility, and five hundred (500) feet from any library, preschool, or nearest child care center, with the minimum distance between uses measured horizontally between the nearest property lines.

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6. *Amount of Marihuana.* The amount of Marihuana on the Permitted Property and under the control of the Permit Holder, owner or operator of the Facility shall not exceed that amount permitted by the state License or the Township's Permit.
7. *Sale of Marihuana.* The Marihuana offered for sale and distribution must be packaged and labeled in accordance with state law. The Facility is prohibited from selling, soliciting or receiving orders for Marihuana or Marihuana Products over the internet.
8. *Sign Restrictions.* No pictures, photographs, drawings or other depictions of Marihuana or Marihuana Paraphernalia shall appear on the outside of any Permitted Premises nor be visible outside of the Permitted Premises on the Permitted Property. The words "Marihuana," "cannabis" and any other words used or intended to convey the presence or availability of Marihuana shall not appear on the outside of the Permitted Premises nor be visible outside of the Permitted Premises on the Permitted Property.
9. *Use of Marihuana.* The sale, consumption or use of alcohol or tobacco products on the Permitted Premises is prohibited. Smoking or consumption of controlled substances, including Marihuana, on the Permitted Premises is prohibited.
10. *Indoor Operation.* All activities of Commercial Medical Marihuana Facilities, including without limitation, distribution, growth, cultivation, or the sale of Marihuana, and all other related activity permitted under the Permit Holder's License or Permit must occur indoors. The Facility's operation and design shall minimize any impact to adjacent uses, including the control of any odor by maintaining and operating an air filtration system so that no odor is detectable outside the Permitted Premises. Mobile facilities and drive-through operations are prohibited.
11. *Unpermitted Growing.* A Patient may not grow his or her own Marihuana at a Commercial Medical Marihuana Facility.
12. *Distribution.* No person operating a Facility shall provide or otherwise make available Marihuana to any person who is not legally authorized to receive Marihuana under state law.
13. *Permits.* All necessary building, electrical, plumbing, and mechanical permits must be obtained for any part of the Permitted Premises in which electrical, wiring, lighting or watering devices that support the cultivation, growing, harvesting or testing of Marihuana are located.
14. *Waste Disposal.* The permit holder, owner and operator of the Facility shall use lawful methods in controlling waste or by-products from any activities allowed under the License or Permit.
15. *Transportation.* Marihuana may be transported by a Secure Transporter within the Township under this Ordinance, and to effectuate its purpose, only:

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- a. By Persons who are otherwise authorized by state law to possess Marihuana for medical purposes;
  - b. In a manner consistent with all applicable state laws and rules, as amended;
  - c. In a secure manner designed to prevent the loss of the Marihuana;
  - d. No vehicle used for the transportation or delivery of Marihuana under this Ordinance shall have for markings the words "Marihuana", "cannabis" or any similar words; pictures or other renderings of the Marihuana plant; advertisements for Marihuana or for its sale, transfer, cultivation, delivery, transportation or manufacture, or any other word, phrase or symbol indicating or tending to indicate that the vehicle is transporting Marihuana.
  - e. No vehicle may be used for the ongoing or continuous storage of Marihuana, but may only be used incidental to, and in furtherance of, the transportation of Marihuana.
16. Additional Conditions. The **Director of Community Planning and Development Township Board** may impose such reasonable terms and conditions on a Commercial Medical Marihuana Facility special use as may be necessary to protect the public health, safety and welfare, and to obtain compliance with the requirements of this Ordinance and applicable law.

**Section 6-8. Penalties and Consequences for Violation.** In addition to any other penalties or legal consequences provided under applicable federal, state and local law, regulations, codes and ordinances:

1. Violations of the provisions of this Ordinance or failure to comply with any of the requirements of this Ordinance shall constitute a misdemeanor. Any person who violates this Ordinance or fails to comply with any of the requirements of this Ordinance shall be deemed guilty of a misdemeanor, and upon conviction thereof, shall be fined not more than \$500.00, or imprisoned for not more than 90 days, or both, and, in addition, shall pay all costs and expenses involved. Each day the violation continues shall be considered a separate offense.
2. Violations of the provisions of this Ordinance or failure to comply with any of the requirements of this Ordinance shall be subject to and found responsible for a municipal civil infraction. The forfeiture for any municipal civil infraction shall be **one thousand five hundred** dollars (~~\$1,000.00-\$500.00~~) plus court costs, attorney fees and abatement costs of each violation, together with all other remedies pursuant to MCL 600.8701, et seq. Each day a violation continues shall be deemed a separate municipal civil infraction.
3. **Increased civil fines shall be imposed for repeated violations of any requirement of this Ordinance. As used in this subsection, the term "repeat offense" means a second (or any subsequent) municipal civil infraction violation of the same requirement or provision committed within any six-month period and found to be responsible. The increased fine for a repeat offense shall be as follows:**

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- a. The fine for any offense which is a first repeat offense shall be two thousand five hundred dollars (\$2,500).
  - b. The fine for any offense which is a second repeat offense or any subsequent repeat offense shall be five thousand dollars (\$5,000).
- 4-3. The owner of record or tenant of any building, structure or premises, or part thereof, and any architect, builder, contractor, agent or person who commits, participates in, assists in or maintains such violation may each be found guilty or responsible of a separate offense and suffer the penalties and forfeitures provided in subsections (1) and (2) of this section, except as excluded from responsibility by state law.
- 5-4. In addition to any other remedies, the Township may institute proceedings for injunction, mandamus, abatement or other appropriate remedies to prevent, enjoin, abate or remove any violations of this Ordinance. The rights and remedies provided herein are both civil and criminal in nature. The imposition of any fine, jail sentence or forfeiture shall not exempt the violator from compliance with the provisions of this Ordinance.

**DRAFT ORDINANCE  
COMMERCIAL MEDICAL MARIHUANA FACILITIES OVERLAY DISTRICT  
CHARTER TOWNSHIP OF MERIDIAN**

**Chapter 86: Zoning  
Article I: In General  
Section 86-2: Definitions**

1. “Commercial Medical Marihuana Facility” or “Facility” means one of the following:
  - a. “Provisioning Center,” as that term is defined in the Medical Marihuana Facilities Licensing Act, Public Act 281 of 2016 (“MMFLA”);
  - b. “Processor,” as that term is defined in the MMFLA;
  - c. “Secure Transporter,” as that term in the MMFLA;
  - d. “Grower,” including Class A, Class B and Class C, as those terms are defined in the MMFLA;
  - e. “Safety Compliance Facility,” as that term is defined in the MMFLA.
2. “Marihuana” means that term as defined in Section 7106 of the Michigan Public Health Code, 1978 PA 368, MCL 333.7106.
3. “Medical Marihuana” means that term as defined in MCL 333.26423.
4. “Patient” means a “registered qualifying patient” or a “visiting qualifying patient” as those terms are defined by MCL 333.26421, et seq.
5. “Permit” means a current and valid permit for a Commercial Medical Marihuana Facility issued under the Charter Township of Meridian Ordinance Authorizing and Permitting Commercial Medical Marihuana Facilities, Charter Township of Meridian Ordinance No. \_\_\_\_, which shall be granted to a Permit Holder only for and limited to a specific Permitted Premises and a specific Permitted Property. Said Permit shall be in addition to the Special Use Permit required to be obtained under this Zoning Ordinance.
6. “Person” means a natural person, company, partnership, profit or non-profit corporation, limited liability company, or any joint venture for a common purpose.
7. ~~“Primary Caregiver” means a Person qualified under MCL 333.26423(g), and the rules promulgated therefore by the Department of Community Health, R 333.101 et seq., including, but not limited to possession of a valid, unexpired registry identification card, to assist with a Patient’s medical use of Marihuana, and authorized under the Michigan Medical Marihuana Act (“MMMA”) to operate as a Primary Caregiver.~~

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8. ~~“Primary Caregiver Operation” means a location where a Primary Caregiver can lawfully operate as permitted by the MMMA and this Ordinance. A Primary Caregiver Operation is not a Commercial Medical Marihuana Facility.~~

**Chapter 86: Zoning**

**Article IV: District Regulations**

**Division 4: Other Districts**

**Section 86-445 Commercial Medical Marihuana Facilities Overlay District**

(a) Applicability. The Commercial Medical Marihuana Facilities overlay district shall apply to all lots within the areas shown on Map (s) \_\_\_\_\_. All lots included in the overlay district shall be subject to the terms and conditions imposed in this section, in addition to the terms and conditions imposed by the zoning district where such lots may be located, any other applicable ordinance and the requirements of Section (Ordinance Authorizing and Permitting Commercial Medical Marihuana Facilities).

(b) Uses permitted by right. All uses permitted by right in the underlying zoning districts.

(c) Uses permitted by special use permit. All uses permitted by special use permit in the underlying zoning district and all types of Commercial Medical Marihuana Facilities subject to the number of available Permits allowed per Section (Ordinance Authorizing and Permitting Commercial Medical Marihuana Facilities).

(d) Uses not permitted. Any use not permitted in the underlying zoning district is not permitted in the Commercial Medical Marihuana Facilities overlay district.

(e) Permitted locations.

1. Grower Class A, Class B, or Class C in the I (Industrial) district.
2. Processor in the I (Industrial) district; C-1, C-2, or C-3 (Commercial) districts; and RP (Research and Office Park) district.
3. Provisioning Center in the I (Industrial) district; C-1, C-2, or C-3 (Commercial) districts; and RP (Research and Office Park) district.
4. Safety Compliance Facility in the I (Industrial) district; C-1, C-2, or C-3 (Commercial) districts; and RP (Research and Office Park) district.
5. Secure Transporter in the I (Industrial) district; C-1, C-2, or C-3 (Commercial) districts; and RP (Research and Office Park) district.

(f) Application and departmental reviews

1. Application. The application for a special use permit shall be submitted to the Director of Community Planning and Development in accordance with Section 86-124.

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2. Departmental reviews. The applicant's plan shall be reviewed by the Township Department of Community Planning and Development, the Township EMS/Fire Department, the Township Police Department, the Township Public Works/Engineering Department, the county drain commissioner, and the county road ~~department~~ ~~commission~~ or the state department of transportation, whichever road agency has jurisdiction over roads in the immediate vicinity, in order to ensure that public utilities, road, and other infrastructure systems are or will be adequate to support the proposed development.

(g) Review process. Upon determination that the application is complete, the Director of Community Planning and Development shall initiate a review process in accordance with ~~Section 86-125~~ ~~Article II, Division 4~~ of this chapter, subject to all hearings and other provisions set forth therein, as applicable, ~~except the final decision on the special use permit shall be made by the Township Board.~~

- ~~1. Planning Commission action. The Planning Commission after holding a public hearing shall make a recommendation to the Township Board. In making a recommendation the Planning Commission shall follow the review criteria in Section 86-126 and may recommend conditions in accordance with Section 86-127.~~
- ~~2. Township Board action. Following review of the Planning Commission's recommendation and record, the Township Board may deny, approve, or approve with conditions an application for a special use permit. Prior to making a decision on a special use permit, the Township Board may hold a public hearing on the request. Notice of the public hearing shall be given in the same manner as outlined in Section 86-65 of the Code of Ordinances.~~

(h) Amendments. Any amendments to an approved special use permit shall be in accordance with Section 86-129. ~~and subject to the approval of the Township Board.~~



**To: Board Members**  
**From: Miriam Mattison, Finance Director**  
**Date: November 15, 2018**  
**Re: Online Payments**

---

I have been given the task to address the Township's online payment system for utility bills. The current system is not as robust and user friendly as it should be and is very costly in terms of bank fees.

I along with IT Director Stephen Gebes, Economic Development Director Chris Buck, and Community Planning and Development Director Mark Kieselbach looked at the two major companies that our software provider BS&A recommended.

We are recommending the vendor Invoice Cloud to manage the online payment system for utility bills, tax bills, and licenses and permits. This system will allow residents to pay on line for all of these things both with credit cards and E-checks. The residents will have many more options like opting out of paper statements, text reminders, and paying by phone or text. They will also be able to see their current bill on line with real time data.

The implementation process should take 6 to 8 weeks and Invoice Cloud will also help with marketing to our residents for a smooth transition from the current systems.

The attached Biller Agreement has been reviewed by our legal counsel Chris Patterson from Fahey Schultz Burzych Rhodes.

Motion for Township Board Consideration:

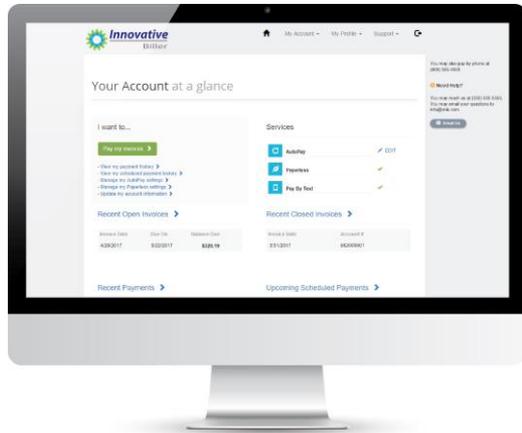
**MOTION TO DIRECT THE TOWNSHIP MANGER TO SIGN THE CONTRACT WITH INVOICE CLOUD FOR THE PURPOSE OF ONLINE PAYMENT PROCESSING.**

**Attachments:**

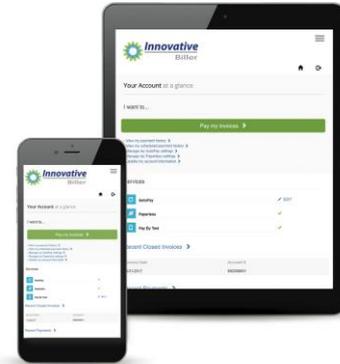
- 1) Power Point
- 2) Fee schedule
- 3) Biller Agreement

# InvoiceCloud™

Delivering innovation and convenience to your organization and customers.



**Rich Plese**  
**Upper Midwest Regional Director**



# BS&A Partnership

“With Invoice Cloud, we have found a responsive partner that shares our commitment to providing the highest quality products and services to our local government customers throughout Michigan and across the country.”

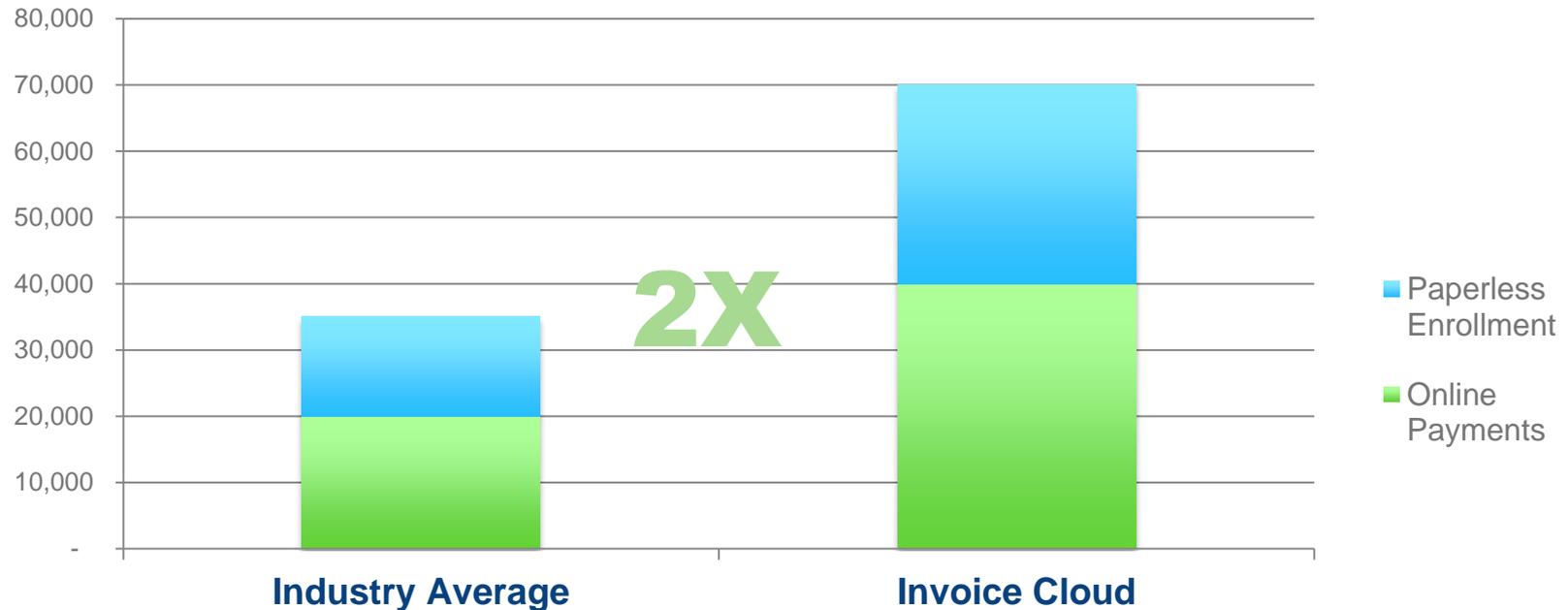
**Tom Szur** - CEO, BS&A Software



23 BS&A accounts either live, in implementation or in paperwork stage.

# Objectives

Drive customer self-conversion through user interface



# Intelligent Communications

## E-mail Reminders

- Up to **3 reminders** per bill
- Up to **27 branded e-mails** based on events

**Innovative**  
Biller

Dear John Doe

**Your Auto Payment Date is almost here**

This is a reminder of an upcoming AutoPay transaction; no action is required on your part.

Your invoice is scheduled to be paid via AutoPay on 6/1/2018.

Please go to <https://www.invoicecloud.com/mb> and log on to the Customer Portal to review this invoice or to change your AutoPay

**AutoPay Details**

Account Number: ACCT000000

Invoice Number: INV1234567890

Payment Date: 6/1/2018

**Innovative**  
Biller

You have a new invoice from **Innovative Biller!** [View Invoice or Pay Now](#)

Dear Steven L. Smith,

**FINAL NOTICE**

Your payment has not been received and this invoice is still pending. If you have already paid this invoice, please disregard this email.

**Second Notice**

Your invoice is available for payment to be paid already paid this invoice. It is very easy to access your invoice, just click on the **View Invoice or Pay Now** button or log on to our Customer Portal at <https://www.invoicecloud.com/jsmithtest>.

To access your invoice, please click the **View Invoice or Pay Now** button or log on to our Customer Portal at <https://www.invoicecloud.com/jsmithtest>.

You may also access your invoice via our Customer Portal at <https://www.invoicecloud.com/jsmithtest>.

**Account Information**

Account Number: 9999

Invoice Number: BMV-0888

Invoice Due Date: 10/27/2017

Balance Due: \$191.59

**UPCOMING EVENTS**

10/27/2017

Balance Due: \$191.59

# Engaged While Paying

## Calendar Reminders

Customers have the option to add a reminder for a future date of their choosing

- Apple Calendar
- Google
- Outlook
- Outlook.com
- Yahoo
- Text Reminder

Select	Bill #	Account #	Owner	Due Date	Bill Total	Balance Due	
<input type="checkbox"/>	566	WTR-566	BRIGHAM, JOHN C.	7/27/2017	\$1,547.71	\$1,547.71	<a href="#">View Invoice</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	2873	WTR-2873	CAMPBELL JOHN	7/27/2017	\$55.92	\$55.92	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	519	WTR-519	CANTLIN JOHN & SAMANTHA	7/27/2017	\$73.75	\$73.75	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	1553	WTR-1553	CLARK III JOHN	7/27/2017	\$124.92	\$124.92	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>

The screenshot shows an Outlook appointment window titled "Integrated Mutual - Pay my Bill - Appointment". The appointment is titled "Pay my Bill" and is categorized as "Web". The start time is "Fri 3/30/2018 8:00 AM" and the end time is "Fri 3/30/2018 9:00 AM". A red circle highlights a calendar icon in the top right corner of the appointment window. Below the appointment details, there is a link to "www.invoicecloud.com/portalbeta2/pay-my-bill/ZjdjZTUwMjAtN2MzMi00ZThlWFYlTUtYmVkyZjZmVkNTRjFDBmODVhOWI3LTFYmItNDQ1OC1iN2Vl" and account information: "Account #: 999-88-7777" and "Invoice #: WH20-0444".

# Engaged While Paying

## Scheduled Text Reminders

Customers have the option to schedule a text message reminder for a future date of their choosing

Select	Bill #	Account #	Owner	Due Date	Bill Total	Balance Due	
<input type="checkbox"/>	566	WTR-566	BRIGHAM, JOHN C.	7/27/2017	\$1,547.71	\$1,547.71	<a href="#">View Invoice</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	2873	WTR-2873	CAMPBELL JOHN	7/27/2017	\$55.92	\$55.92	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	519	WTR-519	CANTLIN JOHN & SAMANTHA	7/27/2017	\$73.75	\$73.75	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>
<input type="checkbox"/>	1553	WTR-1553	CLARK III JOHN	7/27/2017	\$124.92	\$124.92	<a href="#">View Invoice</a> <a href="#">Related Invoices</a> <a href="#">Remind Me</a>

- Apple Calendar
- Google
- Outlook
- Outlook.com
- Yahoo
- Text Reminder

[Return to previous page](#)

### Send me a Text Reminder

Please select a date and time for when you would like us to send you a text message reminder for your selected invoice. For more information on how to pay your invoice.

**Reminder Date \***  
03/30/2018

**Phone Number \***  
XXX - XXX - XXXX

**Reminder Time \***  
Please Select A Time Range  
Please Select A Time Range  
6am-12pm EST  
12pm-5pm EST  
5pm-10pm EST

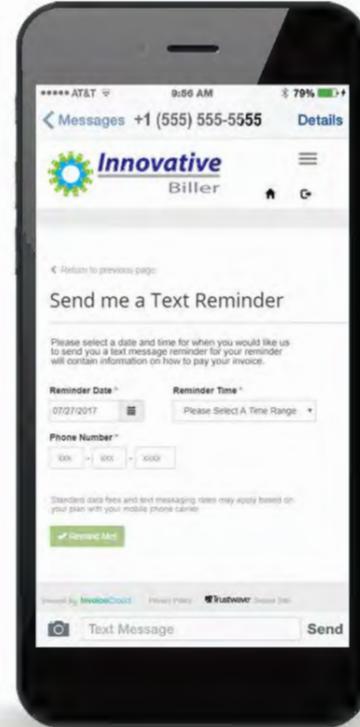
Standard data fees and text messaging rates may apply based on your plan with your mobile phone carrier.

Remind Me!

# Intelligent Communications

## Scheduled Text Reminders

Customers have the option to schedule a text message reminder for a future date of their choosing



# PCI Level 1 Security

Double Data Encryption — the highest level of security



# Customized Marketing to Drive Customer Enrollment

**Onsite Collateral** – posters and take-away cards

**Web Content and Design** – Visible payment button on home page, FAQs, e-mail blasts and more

**Print Material** – Layouts supplied for use on envelope teasers, bill inserts, bill messages, newsletters and more

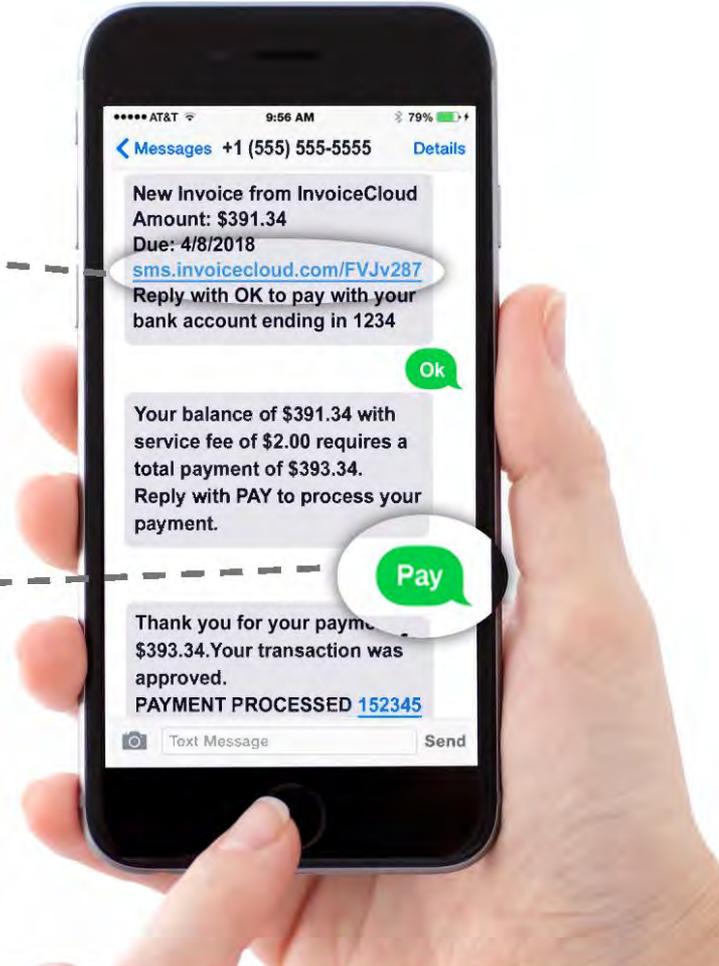


# Pay By Text

Customers access the **mobile optimized payment** channel by clicking on the link

OR

Registered customers with **stored remittance information** can Pay By Text by responding to the text with “Pay”



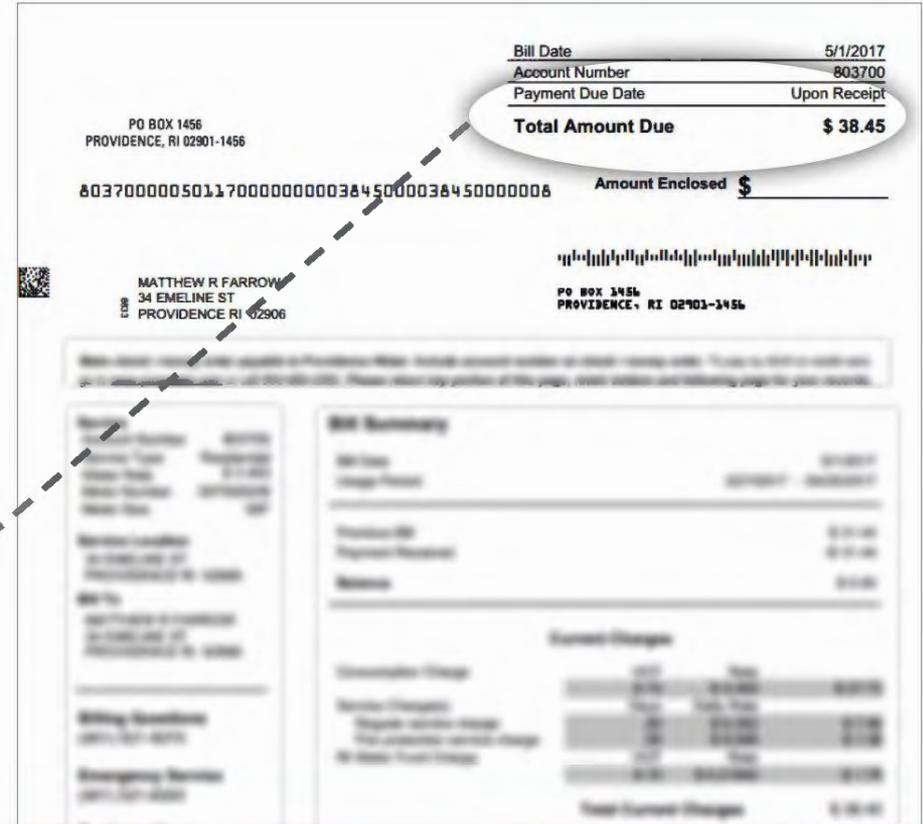
# Bill Presentment

Client billing data transferred to Invoice Cloud

Filter by Account	Filter by Invoice Type	Filter by Date	Filter by Amount
#803700 - MATTHEW R FARROW	Biller Name	All Dates	All Amounts
		This Year	\$0.00 - \$100.00
		This Month	\$100.01 - \$250.00
		Last Month	\$250.01 - \$500.00
		Last 3 Months	\$500.01 - \$1000.00
		Last 6 Months	\$1000.01 +
		Last 12 Months	

Date/Time Paid (CST)	Summary	Amount	Fee	Total	
5/3/2017 7:55 AM	ending in 2323 <span>Approved</span> PAYMENT PROCESSED 565315 Account #803700 Invoice #2017UB21705011237341	\$38.45	\$0.00	\$38.45	<a href="#">View Invoice</a>
5/3/2017 7:55 AM	ending in 2323 <span>Approved</span> PAYMENT PROCESSED 348783 Account #803700 Invoice #2017UB21705011237341	\$0.00	\$0.40	\$0.40	<a href="#">View Invoice</a>
5/1/2017 8:40 PM	New Invoice - Balance Forward Account #803700 Invoice #2017UB21705011237341	\$38.45	\$0.00	\$38.45	<a href="#">View Invoice</a>



# IVR – Inbound / Outbound

Electronic payments for your customers who prefer to pay by phone.

**New Cloud IVR Connect features allow customers to:**

- Save payment data
- Hear current balance
- Pay with a stored payment method
- Make Cloud Store payments



**UP TO 54%**  
**INCREASE**  
**ELECTRONIC**  
**PAYMENTS**  
AFTER ADDING IVR



# Data Pump

Real-time data ensures that **100%** of payments are received



The biller knows **within seconds** after a payment is made

- Payments
- Paperless
- AutoPay enrollments



**Data Pump History**

Data Pump Type: Payments  
Account Number: Account Number  
Response: All  
Start Date: 5/1/2017  
End Date: 5/10/2017  
Submit

Receipt #	Customer	Pmt	Amount	Delivered	Response	Options
162594766	AAR Bank	9:04:21 AM	\$58.73	9:04:26 AM	OK	OK
162594765	MARK					
162587472	BRITTANY ESSWEIN	011900-005493 EFT (Check)	AM	AM	OK	X
162569199	LINDA WITTE	0081950-006818 EFT (Check)	5/10/2018 7:50:46 AM	\$128.53	5/10/2017 7:51:22 AM	OK
162485393	ALEX WESTERHOLD	0117736-003049 Credit Card	5/9/2018 10:18:41 PM	\$142.85	5/9/2017 10:19:06 PM	OK
162479896	ARIEL ZINK	0119638-002972 Credit Card	5/9/2018 9:37:27 PM	\$199.51	5/9/2017 9:38:20 PM	OK
162458622	SHAWN TUHY	0119390-005410 Credit Card	5/9/2018 8:28:55 PM	\$114.21	5/9/2017 8:29:15 PM	OK

**Invoice Cloud Fee Schedule for Meridian Township, MI – Utility Payments**

**Using Chase Paymentech as credit card processor**

Description	Fee
<b>Integration, Deployment and Training</b>	
Integration with BS&A Online, deployment, and training	No Charge
<b>Account Access</b>	
Monthly Access Fee for Branded Customer Portal and Biller Portal  <i>Note: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the Biller and its customers.</i>	\$50.00 / month
<b>HelpDesk Support</b>	
Access to Invoice Cloud HelpDesk and Client Services team	No Charge
<b>Marketing Support</b>	
Access to Invoice Cloud’s Marketing Team to assist the Township achieve the industry’s highest payment and paperless adoption rates.	No Charge
<b>Electronic Payment Fees – Convenience Fee Model</b>	
<b>Credit/Debit Cards: VISA, MasterCard, Discover</b> – fee per transaction paid by the customer/payer. Debit card processed as a credit card. <i>American Express is not a payment option in the convenience fee model.</i>	\$3.95 / per transaction  \$300.00 cap / limit
<b>E-Check/ACH Non-AutoPay</b> – paid by the customer/payer	\$1.95 / each
<b>E-Check/ACH AutoPay</b> – paid by the customer/payer	\$1.95 / each
<b>Other Merchant Services Fees</b>	
Credit Card Chargeback Fee – i.e. if a card is stolen and the person that owns the card disputes the charge; rarely occurs	\$15.00
ACH Reject Fee – i.e. bounced check, usually the Biller has their own fee when there is an ACH Reject which would re-coup this cost	\$15.00
<b>IVR (Payments over the phone) *OPTIONAL*</b>	
IVR Tech integration provided at no charge; this fee is in addition to credit card fee (paid by customer/payer) and ACH fee (paid by customer/payer); IVR fee is paid by the customer/payer.	\$.75 / per transaction
<b>Paperless</b>	

Fee each time an invoice does not get mailed.	\$ .20 / each
<b>Credit Card Readers *OPTIONAL*</b>	
Intended for point of sale processing. <i>The Invoice Cloud credit card readers are intended to work with the BS&amp;A Cashiering module. However, a convenience fee cannot be charged for over the counter utility payments, according to Visa.</i>	First unit is free \$60.00 for each unit thereafter
<b>Online Bank Direct *OPTIONAL*</b>	
Turns paper checks, which are mailed to the Township from the customer's bank, into an electronic file that gets uploaded to the Invoice Cloud Biller Portal.	<del>\$\$\$0.00 per month</del> \$0.25 per matched check
<b>PayNearMe™ *OPTIONAL*</b>	
Fee per transaction paid by the Township or customer/payer. Allows your customers to pay invoices in cash at 7-11, CVS & Family Dollar locations.	\$1.99 absorbed by Township  or  \$1.99 passed to customer

Invoice Cloud Fee Schedule for Meridian Township, MI – Tax Payments	
Using Chase Paymentech as credit card processor	
Description	Fee
<b>Integration, Deployment and Training</b>	
Integration with BS&A Online, deployment, and training	No Charge
<b>Account Access</b>	
<b>Monthly Access Fee</b> for Branded Customer Portal and Biller Portal  <i>Note: The monthly access fee covers maintenance, support, upgrades and full access to the Invoice Cloud service for the Biller and its customers.</i>	Included in monthly fee for utility payments
<b>HelpDesk Support</b>	
Access to Invoice Cloud HelpDesk and Client Services team	No Charge
<b>Marketing Support</b>	
Access to Invoice Cloud's Marketing Team to assist the Township achieve the industry's highest payment and paperless adoption rates.	No Charge

<b>Electronic Payment Fees – Convenience Fee Model</b>	
<b>Credit/Debit Cards: VISA, MasterCard, Discover</b> – fee per transaction paid by the customer/payer. Debit card processed as a credit card. <i>American Express is not a payment option in the convenience fee model.</i>	2.75% / per transaction  \$1.95 minimum
<b>E-Check/ACH Non-AutoPay</b> – paid by the customer/payer.	\$1.95 / each
<b>E-Check/ACH AutoPay</b> – paid by the customer/payer.	\$1.95 / each
<b>Other Merchant Services Fees</b>	
<b>Credit Card Chargeback Fee</b> – i.e. if a card is stolen and the person that owns the card disputes the charge; rarely occurs	\$15.00
<b>ACH Reject Fee</b> – i.e. bounced check, usually the Biller has their own fee when there is an ACH Reject which would re-coup this cost	\$15.00
<b>IVR (Payments over the phone) *OPTIONAL*</b>	
IVR Tech integration provided at no charge; this fee is in addition to credit card fee (paid by customer/payer) and ACH fee (paid by customer/payer); IVR fee is paid by the customer/payer.	\$.75 / per transaction
<b>Paperless</b>	
Fee each time an invoice <b>does not</b> get mailed.	\$.20 / each
<b>Credit Card Readers *OPTIONAL*</b>	
Intended for point of sale processing. <i>The Invoice Cloud credit card readers are intended to work with the BS&amp;A Cashiering module. 2.75% per transaction for tax payments, \$1.95 minimum</i>	First unit is free  \$60.00 for each unit thereafter
<b>Online Bank Direct *OPTIONAL*</b>	
Turns paper checks, which are mailed to the Township from the customer's bank, into an electronic file that gets uploaded to the Invoice Cloud Biller Portal.	<del>\$50.00 per month</del>  \$0.25 per matched check
<b>PayNearMe™ *OPTIONAL*</b>	
Fee per transaction paid by the Township or customer. Allows your customers to pay invoices in cash at 7-11, CVS & Family Dollar locations.	\$1.99 absorbed by Township  or  \$1.99 passed to customer

## Biller Agreement

**1. License Grant & Restrictions.** Subject to execution by Biller of the Invoice Cloud Biller Order Form incorporating this Agreement, Invoice Cloud hereby grants Biller a non-exclusive, non-transferable, worldwide right to use the Service described on the Biller Order Form until termination as provided herein, solely for the following purposes, and specifically to bill and receive payment from Biller's own customers, for Services that are referenced in the Biller Order Form. All rights not expressly granted to Biller are reserved by Invoice Cloud and its licensors.

Biller will provide to Invoice Cloud all Biller Data generated for Biller's Customers. Unless otherwise expressly agreed to in writing by Invoice Cloud to the contrary, Invoice Cloud will process all of Biller's Customers' Payment Instrument Transactions requirements related to the Biller Data and will do so via electronic data transmission according to our formats and procedures for each electronic payment type selected in the Biller Order Form. In addition, Biller will sign all third party applications and agreements required for the Service including without limitation payment and credit card processing agreements and merchant agreements. For invoice types listed on the Order Form (e.g. real estate taxes, utility bills, birth certificates, parking tickets, event tickets, etc.), Biller will not use the credit card processing, ACH or check processing of any bank, payment processor, entity, or person, other than Invoice Cloud via electronic data transmission or the authorization or processing of Biller's Customers' Payment Instrument Transactions for each electronic payment type selected in the Biller Order Form throughout the term of this Agreement.

Biller shall not: (i) license, sublicense, sell, resell, transfer, assign, distribute or otherwise commercially exploit or make available to any third party the Service in any way; (ii) modify or make derivative works based upon the Service; (iii) Recreate, "frame" or "mirror" any portion of the Service on any other server or wireless or Internet-based device; (iv) reverse engineer or access the Service; or (v) copy any features, functions or graphics of the Service.

**2. Privacy & Security.** Invoice Cloud's privacy and security policies may be viewed at <http://www.invoicecloud.com/privacy.html>. Invoice Cloud reserves the right to modify its privacy and security policies in its reasonable discretion from time to time which modification shall not materially adversely impact such policies. Invoice Cloud will maintain compliance with current required Payment Card Industry (PCI) standards and Cardholder Information Security standards.

**3. Account Information and Data.** Invoice Cloud does not and will not own any Customer Data, in the course of providing the Service. Biller, not Invoice Cloud, shall have sole responsibility for the accuracy, quality, integrity, legality, and reliability of, and obtaining the intellectual property rights to use and process all Customer Data. In the event this Agreement is terminated, Invoice Cloud will make available to Biller a file of the Customer Data within 30 days of termination of this Agreement (or at a later time if required by applicable law), if Biller so requests at the time of termination. Invoice Cloud reserves the right to remove and/or discard Customer Data with 30 days notice except as prohibited by applicable law or in the event of exigent circumstances which makes prior notice impracticable, and in which case, notice will be provided promptly thereafter.

**4. Confidentiality / Intellectual Property Ownership.** Invoice Cloud agrees that it may be furnished with or otherwise have access to Customer Data that the Biller's customers considers being confidential. Invoice Cloud agrees to secure and protect the Customer Data in a manner consistent with the maintenance of Invoice Cloud's own Confidential Information, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than commercially reasonable measures. Invoice Cloud will not sell, transfer, publish, disclose, or otherwise make available any portion of the Customer Data to third parties, except as required to perform the Services under this Agreement or otherwise required by applicable law.

Invoice Cloud (and its licensors, where applicable) owns all right, title and interest, including all related Intellectual Property Rights, in and to the Invoice Cloud Technology, the Content and the Service and any enhancement requests, feedback, integration components, suggestions, ideas, and application programming interfaces, recommendations or other information provided by Biller or any other party relating to the Service. In the event any such intellectual property rights in the Invoice Cloud Technology, the Content or the Service do not fall within the specifically enumerated works that constitute works made for hire under applicable copyright laws or are deemed to be owned by Invoice Cloud, Biller hereby irrevocably, expressly and automatically assigns all right, title and interest worldwide in and to such intellectual property rights to Invoice Cloud. The Invoice Cloud name, the Invoice Cloud logo, and the product names associated with the Service are trademarks of Invoice Cloud or third parties, and no right or license is granted to use them.

Biller agrees that during the course of using or gaining access to the Service (or components thereof) it may be furnished with or otherwise have access to information that Invoice Cloud considers to be confidential including but not limited to Invoice Cloud Technology, customer and/or prospective customer information, pricing and financial information of the parties which are hereby deemed to be Invoice Cloud Confidential Information, or any other information by its very nature constitutes information of a type that any reasonable business person would conclude was intended by Invoice Cloud to be treated as proprietary, confidential, or private (the "Confidential Information"). Biller agrees to secure and protect the Confidential Information in a manner consistent with the maintenance of Invoice Cloud's rights therein, using at least as great a degree of care as it uses to maintain the confidentiality of its own confidential information, but in no event use less than reasonable efforts. Biller will not sell, transfer, publish, disclose, or otherwise make available any portion of the Confidential Information of the other party to third parties (and will ensure that its employee and agents abide by the requirements hereof), except as expressly authorized in this Agreement or otherwise required by applicable law.

## Billor Agreement

**5. Billing and Renewal.** Invoice Cloud fees for the Service are provided on the Biller Order Form. Invoice Cloud's fees are exclusive of all taxes, levies, or duties imposed by taxing authorities. All payment obligations are non-cancellable and all amounts or fees paid are non-refundable. Unless Invoice Cloud in its discretion determines otherwise, all fees will be billed in U.S. dollars. If Biller believes Biller's bill or payment is incorrect, Biller must provide written notice to Invoice Cloud within 60 days of the earlier of the invoice date, or the date of payment, with respect to the amount in question to be eligible to receive an adjustment or credit; otherwise such bill or payment is deemed correct. Invoice Cloud reserves the right to modify any pricing with respect to fees owed by the Biller upon thirty days written notice to Biller based on increases incurred by Invoice Cloud on fees, assessments, and the like from credit card processors, bank card issuers, payment associations, ACH and check processors.

**6. Term and Termination.** The initial term of this Agreement shall be for a period of three (3) years ("**Initial Term**") commencing on the Effective Date on the Biller Order Form and will renew for each of additional successive three (3) year terms ("**Renewal Term**") unless terminated as set forth herein. This Agreement may be terminated by either party effective at the end of the Initial or any Renewal Term by such party providing written notice to the other party of its intent not to renew no less than ninety (90) days prior to the expiration of the then-current term. Additionally, this Agreement may be terminated by either party with cause in the event of a material breach of the terms of this Agreement by the other party and the breach remains uncured for a period of 30 days following receipt of written notice by the breaching party. For example, any unauthorized use of the Invoice Cloud Technology or Service by Biller, or its authorized users will be deemed a material breach of this Agreement. Upon any early termination of this Agreement by Invoice Cloud as a result of the breach, Biller shall remain liable for all fees and charges incurred, and all periodic fees owed through the end of the calendar month following the effective date of termination. Upon any termination or expiration of this Agreement, Biller's password and access will be disabled and Biller will be obligated to pay the balance due on Biller's account computed in accordance with the Charges and Payment of Fees section above. Biller agrees that Invoice Cloud may charge such unpaid fees to Biller's Debit Account or credit card or otherwise bill Biller for such unpaid fees.

**7. Invoice Cloud Responsibilities.** Invoice Cloud represents and warrants that it has the legal power and authority to enter into this Agreement. Invoice Cloud warrants that the Service will materially perform the functions that the Biller has selected on the Order Form under normal use and circumstances and that Invoice Cloud shall use commercially reasonable measures with respect to Customer Data to the extent that it retains such, in the operation of the Service; provided that the Biller shall maintain immediately accessible backups of the Customer Data. In addition, Invoice Cloud will, at its own expense, as the sole and exclusive remedy with respect to performance of the Service, correct any Transaction Data to the extent that such errors have been caused by Invoice Cloud or by malfunctions of Invoice Cloud's processing systems.

**8. Limited Warranty** EXCEPT AS PROVIDED IN SECTION 7, THE SERVICES AND ALL CONTENT AND TRANSACTION DATA IS PROVIDED WITHOUT ANY EXPRESS, OR IMPLIED WARRANTY, INCLUDING, WITHOUT LIMITATION, ANY IMPLIED WARRANTY OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, AND ALL OTHER WARRANTIES ARE HEREBY DISCLAIMED TO THE MAXIMUM EXTENT PERMITTED BY APPLICABLE LAW BY INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS. INVOICE CLOUD AND ITS LICENSORS AND PAYMENT PROCESSORS DO NOT REPRESENT OR WARRANT THAT (A) THE USE OF THE SERVICE WILL BE UNINTERRUPTED OR ERROR-FREE, OR OPERATE IN COMBINATION WITH ANY OTHER HARDWARE, SOFTWARE, SYSTEM OR DATA, (B) THAT THE SERVICE WILL NOT DELAY IN PROCESSING OR PAYING, OR (C) THE SERVICE WILL MEET REQUIREMENTS WITH RESPECT TO SIZE OR VOLUME. Invoice Cloud's service may be subject to limitations, delays, and other problems inherent in the use of the internet and electronic communications. Invoice cloud is not responsible for any delays, delivery failures, or other damage resulting from such problems. Biller represents and warrants that Biller has not falsely identified itself nor provided any false information to gain access to the Service and that Biller's billing information is correct.

**9. Biller's Responsibilities.** Biller represents and warrants that it has the legal power and authority to enter into this Agreement. Biller is responsible for all activity occurring under Biller's accounts and shall abide by all applicable laws, and regulations in connection with Biller's and/or its customers' and a payers' use of the Service, including those related to data privacy, communications, export or import of data and the transmission of technical, personal or other data. Biller shall: (i) notify Invoice Cloud immediately of any unauthorized use of any password or account or any other known or suspected breach of security; (ii) report to Invoice Cloud and immediately stop any copying or distribution of Content that is known or suspected to be unauthorized by Biller or Biller's Users; and (iii) obtain consent from Biller's customers and payers to receive notifications and invoices from Invoice Cloud. Invoice Cloud is not responsible for any Biller postings in error due to delayed notification from credit card processor, ACH bank and other related circumstances. Biller agrees and acknowledges that in the event that Biller has access to, receives from, creates, or receives protected health information, or Biller has access to, creates, receives, maintains or transmits on behalf of electronic protected health information (as those terms are defined under the privacy or security regulations issued pursuant to the Health Insurance Portability and Accountability Act of 1996 ("**HIPAA**") and Subtitle D of the Health Information Technology for Economic and Clinical Health Act provisions of the American Recovery and Reinvestment Act of 2009 ("**ARRA**"), during the performance under this Agreement, it will comply with all such law, regulations and rules related thereto.

Biller is required to ensure that it maintains a fair policy with regard to the refund, return or cancellation of services and adjustment of Transactions. Biller is also required to disclose a refund, return or cancellation policies to Invoice Cloud and any applicable payment processors and Biller's Customers, as requested. Any change in a return/ cancellation policy must be submitted to Invoice Cloud, in writing, not less than 21 days prior to the effective date of such change. If Biller allows or is required to provide a price adjustment, or cancellation of services in connection with a Transaction previously processed, Biller will prepare and deliver to Invoice Cloud Transaction Data reflecting such

## Biller Agreement

refund/adjustment within 2 days of resolution of the request resulting in such refund/adjustment. The amount of the refund/adjustment cannot exceed the amount shown as the total on the original Transaction Data. Biller may not accept cash or any other payment or consideration from a Customer in return for preparing a refund to be deposited to the Customer's account; nor may Biller give cash/check refunds to a Customer in connection with a Transaction previously processed, unless required by applicable law

**10. Indemnification.** Invoice Cloud shall indemnify and hold Biller, employees, attorneys, and agents, harmless from any losses, liabilities, and damages (including, without limitation, Biller's costs, and reasonable attorneys' fees) arising out: (i) failure by Invoice Cloud to implement commercially reasonable measures against the theft of the Customer Data; or (ii) its total failure to deliver funds processed by Invoice Cloud as required hereunder (which relates to payments due from Invoice Cloud for Transaction Data). This indemnification does not apply to any claim or complaint relating to Biller's failure to resolve a payment dispute concerning debts owed to Biller or Biller's negligence or willful misconduct or violation of any applicable agreement or law.

### 11. Fees.

Invoice Cloud will not charge fees related to the initial setup, initial implementation and personalization of its standard Service unless a fee is included in the Biller Order Form. Invoice Cloud will charge the Biller or payer fees as provided in the Biller Order Form. In addition, Invoice Cloud reserves the right to charge for changes to the setup, implementation or personalization performed after the completion of initial setup or implementation and any other requested work or changes including the following services, at its then standard rates:

- new file/biller set up
- template changes
- custom reports and other custom development
- new bill printer support
- invoice file format changes resulting in revision of integration/data translation
- re-implementation of a site/system and/or new billing system
- payment file revisions
- loading pdfs and importing/loading invoices
- conversion of biller customer registrations/passwords (post initial implementation)
- balance forward of invoices
- other out of scope services

**12. Limitation of Liability.** INVOICE CLOUD'S AGGREGATE LIABILITY SHALL BE THE GREATER OF \$250,000 AND THE AMOUNTS ACTUALLY PAID BY AND/OR DUE FROM BILLER IN THE TWELVE (12) MONTH PERIOD IMMEDIATELY PRECEDING THE EVENT GIVING RISE TO SUCH CLAIM. IN NO EVENT SHALL INVOICE CLOUD AND/OR ITS LICENSORS BE LIABLE TO ANYONE FOR ANY INDIRECT, PUNITIVE, SPECIAL, EXEMPLARY, INCIDENTAL, CONSEQUENTIAL (INCLUDING LOSS OF DATA, REVENUE, PROFITS, USE OR OTHER ECONOMIC ADVANTAGE) ARISING OUT OF, OR IN ANY WAY CONNECTED WITH THIS SERVICE, EVEN IF THE PARTY FROM WHICH DAMAGES ARE BEING SOUGHT OR SUCH PARTY'S LICENSORS HAVE BEEN PREVIOUSLY ADVISED OF THE POSSIBILITY OF SUCH DAMAGES. Certain states and/or jurisdictions do not allow the exclusion of implied warranties or limitation of liability for incidental, consequential or certain other types of damages, so the exclusions set forth above may not apply to Biller.

**13. Export Control.** The Biller agrees to comply with United States export controls administered by the U.S. Department of Commerce, the United States Department of Treasury Office of Foreign Assets Control, and other U.S. agencies.

**14. Notice.** Either party may give notice by electronic mail to the other party's email address (for Biller, that address on record on the Biller Order Form, or by written communication sent by first class mail or pre-paid post to the other party's address on record in Invoice Cloud's account information for Biller, and for Invoice Cloud, to Invoice Cloud, Inc., 30 Braintree Hill Office Park, Suite 303, Braintree, MA 02184 Attention: Client Services. Such notice shall be deemed to have been given upon the expiration of 48 hours after mailing or posting (if sent by first class mail or pre-paid post) or 12 hours after sending (if sent by email).

**15. Assignment.** This Agreement may not be assigned by either party without the prior written approval of the other party, but may be assigned without such party's consent to (i) a parent or subsidiary, (ii) an acquirer of assets, or (iii) a successor by merger. Any purported assignment in violation of this section shall be void.

### 16. Insurance.

Invoice Cloud agrees to maintain in full force and effect during the term of the Agreement, at its own cost, the following coverages:

- a. Commercial General or Business Liability Insurance with minimum combined single limits of One Million (\$1,000,000) each occurrence and Two Million (\$2,000,000) general aggregate.

## Biller Agreement

- b. Umbrella Liability Insurance with minimum combined single limits of Five Million (\$5,000,000) each occurrence and Five Million (\$5,000,000) general aggregate.
- c. Automobile Liability Insurance with minimum combined single limits for bodily injury and property damage of not less than One Million (\$1,000,000) for any one occurrence, with respect to each of the Invoice Cloud's owned, hired or non-owned vehicles assigned to or used in performance of the Services.
- d. Errors and Omissions Insurance (Professional Liability and Cyber Insurance) with limits of liability of at least One Million Dollars (\$1,000,000) per claim and in the aggregate.

**17. Immigration Laws.** For Services performed within the United States, Invoice Cloud will assign only personnel who are either citizens of the United States or legally eligible to work in the United States. Invoice Cloud represents and warrants that it has complied and will comply with all applicable immigration laws with respect to the personnel assigned to the Biller.

**18. General.** With respect to agreements with municipalities, localities or governmental authorities, this Agreement shall be governed by the law of the state wherein such municipality, locality or governmental authority is established, without regard to the choice or conflicts of law provisions of any jurisdiction. With respect to Billers who are not with municipalities, localities or governmental authorities, this Agreement shall be governed by Massachusetts law and controlling United States federal law, without regard to the choice or conflicts of law provisions of any jurisdiction. No text or information set forth on any other purchase order, preprinted form or document (other than an Biller Order, if applicable) shall add to or vary the terms and conditions of this Agreement. If any provision of this Agreement is held by a court of competent jurisdiction to be invalid or unenforceable, then such provision(s) shall be construed, as nearly as possible, to reflect the intentions of the invalid or unenforceable provision(s), with all other provisions remaining in full force and effect. No joint venture, partnership, employment, or agency relationship exists between Biller and Invoice Cloud as a result of this agreement or use of the Service. The failure of either party to enforce any right or provision in this Agreement shall not constitute a waiver of such right or provision unless acknowledged and agreed to by Invoice Cloud in writing. All rights and obligations of the parties in Sections 4, 6, 10, 12, 14 and 18 shall survive termination of this Agreement. This Agreement, together with any applicable Biller Order Form, comprises the entire agreement between Biller and Invoice Cloud and supersedes all prior or contemporaneous negotiations, discussions or agreements, whether written or oral between the parties regarding the subject matter contained herein. Biller agrees that Invoice Cloud can disclose the fact that Biller is a paying customer and the edition of the Service that Biller is using.

Additional terms and conditions and definitions applicable to this Agreement and the Biller Order Form are found at [www.invoicecloud.com/termsandconditions](http://www.invoicecloud.com/termsandconditions) (the "Biller T+C") and are agreed to by Invoice Cloud and the Biller.



**To: Board Members**

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

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

**Date: November 20, 2018**

**Re: Georgetown #4 Public Streetlighting Improvement  
Special Assessment District #425 - Resolution #1 & #2**

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A request was received from the property owners of Georgetown #4 for installation and maintenance of streetlights in Georgetown #4. The proposed plan is for eight (8) streetlights, Traditional fixtures with cut-off, and black standard poles, to be installed and maintained along Chaggal Lane (see attached map).

Resolution #1 orders plans to be prepared showing the improvement, the location, and the estimate of cost. Resolution #2 files the plans and cost estimate with the Clerk's Office and declares the Township Board's intention to make the improvements and tentatively designates a special assessment district and sets a public hearing on Tuesday, January 8, 2019, for hearing objections to the improvement, cost estimate, and assessment district.

The proposed first year cost for streetlighting in Georgetown #4 is \$4461.80 (\$202.81/lot) and the cost annually thereafter will be \$1120 (\$50.91/lot) (subject to adjustment).

**Proposed Motion:**

**"Move to approve the Georgetown #4 Public Streetlighting Improvement Special Assessment District #427- Resolution #1, ordering plans to be prepared showing the streetlighting improvement, location, and estimate of cost; and Resolution #2, filing the plans showing the improvement, location and estimate of cost with the Clerk's Office, tentatively declaring intention to install and maintain eight (8) traditional, with cut-off, streetlights and defray the cost of operation and maintenance by special assessment against the 22 benefiting lots, and setting a public hearing for January 18, 2018."**

Attachments



**GEORGETOWN #4 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 427**

**RESOLUTION NO. 1**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Tuesday, December 4, 2018 at 6:00 p.m.

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

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

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

**WHEREAS**, the Township Board of the Charter Township of Meridian, Ingham County, Michigan, acting on a request from property owners of Georgetown #4 and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain streetlights in Georgetown #4 to service the proposed special assessment district area described as:

**Lots 137 through 158 (inclusive), Georgetown #4**

**WHEREAS**, the public streetlighting improvement consists of installing eight (8) streetlights, Traditional fixtures with cut off, and black standard poles along Chaggal Lane.

**WHEREAS**, the Township Board desires to proceed with this public streetlighting improvement;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:**

1. The Township's Director of Public Works & Engineering is hereby ordered to prepare plans showing the improvements, the location thereof and estimates of the cost thereof, pursuant to the project as previously set forth in this resolution.

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

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

**STATE OF MICHIGAN)**  
    ) ss.  
**COUNTY OF INGHAM )**

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, Michigan, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on Tuesday, December 4, 2018.

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

**GEORGETOWN #4 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 427**

**RESOLUTION NO. 2**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI 48864-1198, Phone (517) 853-4000, on Tuesday, December 4, at 6:00 p.m.

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

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

The following resolution was offered by \_\_\_\_\_

and supported by \_\_\_\_\_.

**WHEREAS**, the Township Board of the Charter Township of Meridian deems it advisable and necessary for the public health, safety, and welfare of the Township and its inhabitants to install, operate and maintain the following described public streetlighting improvements:

Install, operate and maintain eight (8) streetlights, Traditional fixtures with cut-off and black standard poles along Chaggal Lane;

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

**WHEREAS**, the Township Board has caused to be prepared by the Township's Director of Public Works & Engineering, plans showing the improvement and location thereof and an estimate of the cost thereof; in accordance with a resolution of the Township Board pursuant to Act 188, Public Acts of Michigan, 1954, as amended; and

**WHEREAS**, the same has been received by the Township Board; and

**WHEREAS**, the Township Board desires to proceed further with the improvements;

**NOW, THEREFORE, BE IT RESOLVED BY THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, AS FOLLOWS:**

1. The plans showing the improvement and location thereof and an estimate of the cost thereof be filed with the Township Clerk and be available for public examination.
2. The Township Board tentatively declares its intention to make the following public streetlighting improvements: Install, operate and maintain eight (8) streetlights, Traditional fixtures with cut-off, and black standard poles along Chaggal Lane.
3. There is hereby tentatively designated a special assessment district against which the cost of said improvement is to be assessed, consisting of the lots and parcels of land described as:

**Lots 137 through 158 (inclusive), Georgetown #4**

4. The Township Board shall meet in the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, MI on Tuesday, January 8, 2019 at 6:00 p.m. at which time and place the Township Board will hear objections to the improvement and to the special assessment district therefore. All objections must be filed in writing.
5. The Township Clerk is hereby ordered to cause notice of such hearing and the fact that the Township Board is proceeding on its own initiative to be published twice prior to said hearing in a newspaper of general circulation in the Township, the first publication to be at least ten (10) days before the time of the hearing, and pursuant to Act 188, Public Acts of Michigan, 1954, as amended, shall cause said notice to be mailed by first class mail to all record owners of, or parties in interest in, property in the special assessment district, at the addresses shown on the current tax records of the Township, at least ten (10) full days before the date of said hearing.
6. Said notice shall be in substantially the following form: (See Attached)
7. All resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution be and the same are hereby rescinded.

**ADOPTED:**

**YEAS:**

\_\_\_\_\_  
\_\_\_\_\_

**NAYS:**

\_\_\_\_\_

Resolution declared adopted.

**STATE OF MICHIGAN)**

) ss.

**COUNTY OF INGHAM)**

I, the undersigned, the duly qualified and acting Clerk of the Charter Township of Meridian, Ingham County, **DO HEREBY CERTIFY** that the foregoing is a true and complete copy of proceedings taken by the Township Board at a regular meeting held on Tuesday, December 4, 2018.

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

**GEORGETOWN #4 PUBLIC STREETLIGHTING IMPROVEMENT  
SPECIAL ASSESSMENT DISTRICT NO. 427**

**NOTICE OF HEARING**

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

**Lots 137 through 158 (inclusive), Georgetown #4**

**PLEASE TAKE NOTICE** that the Township Board of the Charter Township of Meridian, acting on a request from property owners of Georgetown #3 and on its own initiative, pursuant to Act 188, Public Acts of Michigan, 1954, as amended, has determined to make the following described public streetlighting improvement:

Install, operate, and maintain eight (8) streetlights, Traditional fixtures with cut-off and black standard poles along Chaggal Lane;

and to defray the cost thereof by special assessment against the properties specially benefitted thereby.

Plans and estimates have been prepared and are on file with the Township Clerk for public examination.

**TAKE FURTHER NOTICE** that the Township Board will meet Tuesday, January 8, 2019, at 6:00 p.m. at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan 48864-1198, for the purpose of hearing objections to the improvement and the special assessment district therefore. The Township Board is also interested in hearing those that favor the proposed project.

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

The Township Board may proceed with the improvement and special assessment district unless written objections from more than 20% of the property owners are filed with the Township board at or before the hearing.

**"FOR PURPOSES OF THIS HEARING, THE AMOUNT TO BE ASSESSED AGAINST YOUR PROPERTY  
IS ESTIMATED TO BE:**

<b>First Year Cost:</b>	<b>\$ 202.81/LOT</b>
<b>Annually Thereafter:</b>	<b>\$ 50.91/LOT</b>

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

\_\_\_\_\_  
Brett Dreyfus, Township Clerk  
CHARTER TOWNSHIP OF MERIDIAN

**Georgetown #4 Public Streetlighting Improvement Special Assessment District No. 427**

	<u>Parcel #</u>	<u>Property Address</u>	<u>Lot #</u>	<u>Property Owner</u>	<u>Owner Address</u>	<u>First Year Assessment</u>	<u>Annually Thereafter</u>
1	3302-02-14-379-002	Chaggal 5134	137	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
2	3302-02-14-379-003	Chaggal 5128	138	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
3	3302-02-14-379-004	Chaggal 5122	139	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
4	3302-02-14-379-005	Chaggal 5116	140	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
5	3302-02-14-379-006	Chaggal 5100	141	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
6	3302-02-14-379-007	Chaggal 5094	142	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
7	3302-02-14-379-008	Chaggal 5088	143	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
8	3302-02-14-379-009	Chaggal 5082	144	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
9	3302-02-14-379-010	Chaggal 5076	145	Suman Thirumani & Asha Latha Mamidi	2715 Trappers Cove Trail, 3C, Lansing, MI 48910	\$202.81	\$50.91
10	3302-02-14-379-011	Chaggal 5067	146	Jinping Chen & Yun Cao	1445 E. Pond Dr, #33, Okemos, MI 48864	\$202.81	\$50.91
11	3302-02-14-379-012	Chaggal 5073	147	Alpesh & Heema N Patel	475 Buteo, East Lansing, MI 48823	\$202.81	\$50.91
12	3302-02-14-379-013	Chaggal 5079	148	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
13	3302-02-14-379-014	Chaggal 5085	149	Eyde Ltd Fam Ptrshp, L & G	P.O.Box 4218, East Lansing, MI 48823	\$202.81	\$50.91
14	3302-02-14-379-015	Chaggal 5091	150	Stephen M & Aimee M Houghton	2624 Elderberry Drive, Okemos, MI 48864	\$202.81	\$50.91
15	3302-02-14-379-016	Chaggal 5097	151	Wen Huang & Nanye Long	5097 Chaggal Lane, Okemos, MI 48864	\$202.81	\$50.91
16	3302-02-14-379-017	Chaggal 5115	152	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
17	3302-02-14-379-018	Chaggal 5121	153	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
18	3302-02-14-379-019	Chaggal 5127	154	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
19	3302-02-14-379-020	Chaggal 5133	155	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
20	3302-02-14-379-021	Chaggal 5139	156	Jim Giguere Builders, Inc.	6200 Pine Hollow Dr, East Lansing, MI 48823	\$202.81	\$50.91
21	3302-02-14-379-022	Chaggal 5145	157	Warren & Tessa Krueger III	1298 Starboard Drive, Okemos, MI 48864	\$202.81	\$50.91
22	3302-02-14-379-023	Chaggal 5151	158	Dirt Werx Excavation, LLC	13937 Webster Rd, Ste A, Bath, MI 48808	\$202.81	\$50.91
23						\$4,461.82	\$1,120.02
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**To: Board Members**  
**From: Frank L. Walsh, Township Manager**  
**Date: November 16, 2018**  
**Re: 2019 Goal Setting Process**

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We are approaching the time of year when the Township Board revisits their current annual goals and establishes the blueprint for 2019 and beyond. In the past, the Board has met in November/December to chart the course. In 2018, the Board met on November 17<sup>th</sup> to begin discussing their ideas for the coming year.

On Tuesday evening, Supervisor Styka has asked that you begin discussing the process for 2019. In considering your schedule, please note in the next few weeks we have significant issues to come before the Board. The Township Board will hear plans for a major senior housing development, Hannah Farms East student housing plan, Robins Way rezoning, DDA plan amendments, Copper Creek development, medical marihuana, budget amendments, 2019 Board and Commission appointments, Newton Park Mixed Use Planned Use Development, and Property and Liability Insurance coverage.

Please be prepared to share your thoughts on the 2019 process.