



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

1. CALL MEETING TO ORDER*
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
 - A. Black History Month Recognition

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-February 6, 2018 Regular Meeting
 - C. Bills

10. QUESTIONS FOR THE ATTORNEY
11. HEARINGS (CANARY)
12. ACTION ITEMS (PINK)
 - A. Wetland Use Permit #18-01 (Mayberry Homes)
 - B. Fire Services Agreement – Alaiedon Township
 - C. Land Preservation Acquisition-Ponderosa Land Preserve
 - D. Planning Commission Appointments

13. BOARD DISCUSSION ITEMS (ORCHID)
 - A. Redi-Ride Service Hours Expansion

14. COMMENTS FROM THE PUBLIC*
15. OTHER MATTERS AND BOARD MEMBER COMMENTS
16. ADJOURNMENT
17. POSTSCRIPT-JULIE BRIXIE

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

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

TOWNSHIP BOARD REGULAR MEETING COMMUNICATIONS FEBRUARY 20, 2018

(1) Board Information (BI)

- BI-1 Donna Rose, 6207 Cobblers Dr. East Lansing; RE: Walnut Hills
- BI-2 Robert L. Francoeur, 6095 Horizon Dr. East Lansing; RE: Walnut Hills Rezoning
- BI-3 Benjamin Louagie, 6118 Skyline Dr. East Lansing; RE: Summer Park Realty
Mediation
- BI-4 Marda Buchholz; RE: Eyes of the World
- BI-5 Jennifer Louagie, 6118 Skyline Dr. East Lansing; RE: Summer Park Realty Mediation
- BI-6 Donna Bozgan, 2715 Skyline Ct. East Lansing; RE: Summer Park Realty Mediation
- BI-7 Eric K. Foster, 4122 Cornell Rd. Okemos; RE: Application for Public Service
- BI-8 Connie Page, 6379 East Reynolds Rd. Haslett; RE: Regulations for Airbnb
- BI-9 Bradley T. Funkhouser CEO CATA, 4615 Tranter St. Lansing; RE: Meridian Redi-Ride
Boundary Adjustment

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

Board Information (BI)

Peter Menser

From: Donna Rose <wild-rose@sbcglobal.net>
Sent: Thursday, February 01, 2018 6:43 PM
To: Frank Walsh
Cc: Board; Peter Menser; 'Skyline Hills Association'
Subject: Walnut Hills

Dear Supervisor Walsh,

I live just a very short walk over to Walnut Hills from the Carriage Hills subdivision. When our Meridian Board of Trustees voted not to allow rezoning of the Walnut Hills property per a request of Summer Park Realty, I felt hopeful this owner would honor the neighborhood's wishes not to be burdened by more homes on this last piece of open space in our area of the township.

Last week I was heart-broken as those running the golf course, pool and country club packed up their things. My niece and nephew have enjoyed swimming over there for many years in the summer, and my niece has even had a summer job over there and worked banquets. They were so sad that they went and helped with the packing.

I realize it is less expensive for the Township to mediate on how this property is to be used, rather than to go to court. But on what grounds could the owners win? I realize if we lose in court we could end up with over 400 homes on this property, but it seems to me if we don't go to court other developers will come into our township and expect to do the very thing that is happening now. I personally feel we have enough experts to fight this in court, including drain and traffic experts. If we win, perhaps the owners will sell and get out of our town. If the property over that way was so buildable I feel Duane Bone would have developed it years ago. Next maybe someone will buy the Carriage Hills Shopping Center and turn that into mixed use, and we will feel packed in here like sardines.

Our neighborhood can't afford to have more automobile traffic. We are already getting more up and down Lake Lansing Road due to Costco. We are going to get a brand new Donnelly Elementary School. The extra traffic isn't good for young children trying to cross the street with or without the crossing guard. And the vehicles already create a lot of noise. Our township seems to be dedicated to the environment and this property with its wet lands and open space provides oodles of nice space for wild-life. We are all concerned about our property values. Who will want to buy a home built in the 1970's when they can get a brand new home. We are already having trouble selling condos in my complex.

Many of us love this space for so many reasons and would ask our Township Board of Trustees to go forward with the court hearing. My father used to tell me, "Choose your battles wisely." I feel this is one battle we must fight. It is just so wrong to allow outsiders to come in here and change the entire feeling of our neighborhoods around this property, or any property where the neighbors don't want them. They are playing poker with the quality of our lives. If we lose, at least we tried to stop it to the max!

Very sincerely,

Donna Rose
6207 Cobblers Dr.
East Lansing, MI 48823

Positive change has never come from the top down. It's driven by everyday citizens who come together to make our democracy work for everyone. Derrick Johnson, NAACP, President & CEO

Vision is more than sight!

Peter Menser

From: Robert Francoeur <francoeu@msu.edu>
Sent: Friday, February 02, 2018 1:39 PM
To: Peter Menser
Subject: Walnut Hills rezoning

Honorable Members, Meridian Charter Township Board of Trustees:

I am a resident of the neighborhood near Walnut Hills. I remain opposed to any change in the zoning of the Walnut Hills property. This is a settled neighborhood. Any large project would be very disruptive to the neighborhood, particularly one that would add 400+ houses.

Neighborhood roads are already busy, particularly at the intersection of Lake Lansing and Hagadorn roads with an elementary school near by. Construction traffic would likely continue for several years.

I am convinced that there would be drainage issues if this property is built on such a large scale. Several people on our street have had to deal with the results of the area being built with inadequate attention to drainage issues by the county and township. We are down hill from much of this proposed site. Everyone knows that the whole area is a series of wet areas and clay knolls.

Thank you for your consideration.

Robert L. Francoeur
6095 Horizon Drive
East Lansing, MI

Peter Menser

From: Benjamin <louagieb@hotmail.com>
Sent: Friday, February 02, 2018 2:08 PM
To: Peter Menser
Subject: Summer Park Realty Mediation

To: Meridian Township Board of Trustees

From: Benjamin Louagie

Re: Summer Park Realty Mediation

Dear Board Members,

As a resident of Meridian Township, at 6118 Skyline Drive. I want to express to you my concern about the possibility of agreeing, as part of the mediation process with Summer Park Realty, to more than the currently allotted 262 homes on the Walnut Hills property. The rezoning will have a significant impact on the character and value not only of my home but of our neighborhoods (Skyline, the Greens, and White Hills Lakes). As one of the many residents whose property borders Walnut Hills we considered the green space plan when building our home in 2011.

While I understand that some development may be inevitable, I expect that it would occur as currently zoned (zoned RAA on the front 19 acres and RR on the back 157 acreage). I also ask that consideration will be given to locating a majority of the undeveloped land around the perimeter of any future development, which will enhance the surrounding Meridian Township green space and protect the resident's property currently on the course by creating a buffer.

Both the Planning Commission and the Township Board voted unanimously to deny the re-zoning request. One of the goals in the 2017 Master Plan is to preserve and strengthen residential neighborhoods, I urge you not to yield to the pressure of the developer seeking this zoning change. This is the last large plot of open space in this area of Meridian Township.

Respectfully,

Benjamin J. Louagie

Brett Dreyfus

From: Marda Buchholz <mardab43@gmail.com>
Sent: Friday, February 02, 2018 3:05 PM
To: Board
Subject: Eyes of the world

The eyes of the world are on you. The incompetence of the police department is beyond belief in the Larry Nassar case. Is it not CRIMINAL to hear only the defendant's opinion? And not seek an outside opinion?

I simply cannot believe how misogynistic the police department is. What would have happened if a 17 year old boy had been assaulted?

What other cases (sexual and non-sexual) have been mishandled? Do you not think it appropriate for ALL cases to be reviewed?

Perhaps the perpetrators of this injustice should pay for such a review by outside non-partisan investigators. This is a travesty of justice. At a minimum, don't you think that people should be fired without pensions? That would be less life altering than a young woman being assaulted, having the courage to go to the police, and then not having her say in court. This is seriously beyond belief.

Marda Buchholz

February 2, 2018

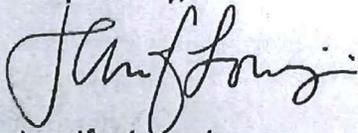
Dear Board Members,

I am writing regarding the mediation underway with Summer Park Realty. As a resident of Meridian Township, at 6118 Skyline Drive. I want to express to you my concern about the possibility of agreeing to, as part of the mediation process with Summer Park Realty, more than the currently allotted 262 homes on the Walnut Hills Golf Course property. The rezoning will have a significant impact on the character, quality, and value not only of my home but of our neighborhoods (Skyline, the Greens, and White Hills Lakes). As one of the many residents whose property borders Walnut Hills we considered the green space plan when building our home in 2011.

While I understand that some development may be inevitable, we expect that it would occur as currently zoned (zoned RAA on the front 19 acres and RR on the back 157 acreage). I also ask that consideration will be given to locating a majority of the undeveloped land around the perimeter of any future development, which will enhance the surrounding Meridian Township green space and protect the resident's property currently on the golf course by creating a buffer.

Both the Planning Commission and the Township Board voted unanimously to deny the rezoning request. This is the last large plot of open spaces in this area of Meridian Township. One of the goals in the 2017 Master Plan is to preserve and strengthen residential neighborhoods, I urge you not to yield to the pressure of the developer seeking this zoning change.

Respectfully,



Jennifer Louagie
6118 Skyline Drive

BI-5

Peter Menser

From: Donna Bozgan <dbozgan@gmail.com>
Sent: Monday, February 05, 2018 11:53 AM
To: Peter Menser
Subject: Summer Park Realty Mediation

Meridian Township Board
c/o Associate Planner Peter Menser
5151 Marsh Road
Okemos, MI 48864

Dear Meridian Township Board,

This message is regarding mediation proceedings related to the site formerly used by Walnut Hills Country Club.

Please ensure a significant setback boundary is maintained between any new developments at the former Walnut Hills and properties on all sides of the site.

I respect the township's fiscally-prudent decision to proceed with mediation, and negotiate to confine density of development closer to the unanimously-defended zoning limits.

In the same spirit of collaboration and cooperation, please shelter the existing neighbors who will endure many years of messy, noisy, and dangerous construction disturbance, along with permanent disruption to our peaceful homes, and massive increase of congestion forevermore.

Protect us by securing a minimum 100' setback on all sides of the Walnut Hills site, please.

In one of the many conceptual plans submitted during re-zoning application discussions, Summer Park suggested a 50' setback on the south-east (Dawn Avenue, Longview Drive), which was disrespectfully unmatched to the 100' setback granted on the west side (Skyline Drive).

Please pledge that setbacks are applied equally on all sides of the site, and maximize the depth of the setbacks, to promote safer and more harmonious conditions in the community.

Thank you kindly for your attention and careful consideration.

Sincerely,

Donna Bozgan
2715 Skyline Court
East Lansing, MI 48823



February 5, 2018

The Office of the Clerk
Clerk Brett Dreyfus
Charter Township of Meridian
5151 Marsh Road
Okemos, MI 48864

Dear Clerk Dreyfus:

Thank you for receiving the enclosed Application for Public Service. I appreciate the willingness of you and township leaders to review and consider my application and interest areas among the Corridor Improvement Authority, Downtown Development Authority and the Economic Development Corporation.

As a proud resident, I humbly submit this application to contribute time, experience, advice and a passion for business and community in order to assist Meridian Township efforts to expand business, economic opportunity and prosperity for all citizens. My experience as Founder and Principal of *Progress Strategies+*, a social responsibility project management company and Co-Founder, Managing Director and Portfolio Manager of Rende Progress Capital, a Community Development Financial Institution will provide useful perspectives to help strengthen Meridian's efforts to become the destination of choice for more large and small businesses in a variety of markets and diverse backgrounds.

Once again, thank you for receiving the enclosed application. Please do not hesitate to contact me if you have any questions.

Sincerely,


Eric K. Foster
Principal, *Progress Strategies+*

Residential Address:
4122 Cornell Rd
Okemos, MI 48864

FEB 05 2018

Strategies. Not Advice.

Project Management



Diversity and Inclusion | Corporate Social Responsibility | Public Policy and Advocacy

2843 E Grand River, #132
East Lansing, MI 48823

www.progressstrategies.com | Facebook: Progress Strategies+ | Twitter: @ProgStrategies

BI-7

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

APPLICATION FOR PUBLIC SERVICE

I am interested in service on one or more of the following public bodies as checked below:

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

(*Special conditions restrict eligibility for appointment)

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

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

To use my business & lending experience help attract more business to the area.
Describe education, experience or training which will assist you if appointed. (Attach resume if available)

Name: Eric K. Foster

Occupation: Principal and President; Managing Director Place of Employment: Progress Strategies+ & Rende Progress Capital

Home Address: 4122 Cornell Rd, Okemos, MI 48864

Phone: (days) 616-558-3276 (evenings) 616-558-3276 E-mail ericfoster@progress-strategies.com

Signature Date February 5, 2018

Other than the Downtown Development Authority Board and the Economic Development Corporation, persons appointed to Meridian Township boards and commissions must be a resident and elector (if of voting age) of the Township during the term of office. Excessive absences may be cause for review of appointment.

(PLEASE USE BACK IF NEEDED)

The policy for appointment of candidates to the various public service positions is based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. In most instances it will be desirable to develop further information through a personal interview. This application will be retained in township files for two years. Please return this form to the Office of the Clerk, Charter Township of Meridian.

FOR OFFICE USE ONLY				
Date Received		Distro:	Application #	
Registered Voter:	Y / N			
Date Appointed:				

Revised: April 24, 2017

FEB 05 2018

5151 Marsh Road, Okemos, MI. 48864
517.853.4000



BI-7

Brett Dreyfus

From: Connie Page <pagec@msu.edu>
Sent: Wednesday, February 07, 2018 3:51 PM
To: Township Board
Subject: regulations for airbnb

Feb. 7, 2018

Dear Township Board Members:

I'm writing to ask you to consider regulation of airbnb's in our township.

I live on Lake Lansing, and on 2 occasions late last summer a nearby neighbor rented out his entire house on airbnb for Saturday night. The results were very loud drunken parties with screaming and yelling (don't know about drugs since I didn't talk to them) until about 4 AM when the closest neighbor finally called the police. The owner was not on the premises.

With summer approaching again, I expect this same neighbor will be renting out his house again. And others may follow suit. I ask that the Township Board consider some regulation to protect those of us who wish to live in our homes without fear of drunks (and druggers?) wandering our neighborhood all night. Since these people are not known to us, we have no way to know if they are dangerous or not (guns?) once they get drunk or drugged.

If the owner is on site, this wild behavior would likely be mitigated and at least we know the owner is there. But when renting out an entire house there is no supervision or accountability for behavior. The renters don't know us and we don't know them. They come in for the night, party hard, and disappear.

Thanks for considering this.

Connie Page

6379 East Reynolds Road, Haslett, Mi

517 339 2704



February 13, 2018

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

Dear Mr. Walsh:

Subject: Meridian Redi-Ride Boundary Adjustment

I am in receipt of your letter dated February 8, 2018, requesting revisions to the current Meridian Redi-Ride boundary to include five new areas, illustrated on the map provided.

I am very excited to learn that the Meridian Township Board approved this expansion on February 6, 2018, and that you are asking CATA to begin serving these areas as soon as possible. As I have indicated to you in prior conversations, I consider it a privilege to provide this critical service to the residents of Meridian Township, and will continue working with you to expand and improve the service based on riders' requests.

I have instructed our Operations Department to begin serving the requested areas effective Monday, February 19, 2018. The Paratransit Department is also aware so that they can immediately begin scheduling to and from those destinations for trips as early as Monday. I've also asked our Marketing Department to promote this change so that riders in Meridian Township can immediately benefit from the expanded service.

I look forward to our continued partnership.

Sincerely,

Bradley T. Funkhouser, AICP
Chief Executive Officer

BI-9



PROPOSED BOARD MINUTES

PROPOSED MOTION:

Move to approve and ratify the minutes of the February 6, 2018 Regular Meeting as submitted.

ALTERNATE MOTION:

Move to approve and ratify the minutes of the February 6, 2018 Regular Meeting with the following amendment(s): [insert amendments].

**FEBRUARY 20, 2018
REGULAR MEETING**

CHARTER TOWNSHIP OF MERIDIAN
TOWNSHIP BOARD REGULAR MEETING - **DRAFT** -
5151 Marsh Road, Okemos, MI 48864-1198
853-4000, Town Hall Room
Tuesday, February 06, 2018 **6:00 P.M.**

PRESENT: Supervisor Styka, Clerk Dreyfus, Treasurer Brixie, Trustees Deschaine, Jackson, Opsommer, Sundland
ABSENT: None
STAFF: Township Manager Frank Walsh, Director of Public Works and Engineering Derek Perry, Director of Community Planning Mark Kieselbach, Police Chief David Hall.

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Styka led the Pledge of Allegiance.

3. ROLL CALL

The secretary called the roll of the Board.

4. PRESENTATION

A. 2017 Annual Report

Manager Frank Walsh discussed the Annual Report. The document is available to the public on the Township Website – meridian.mi.us – and a copy will be placed in both libraries.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Styka opened Public Remarks.

Bob Piontkowski, 5906 W. Sleepy Hollow Ln, East Lansing; Sleepy Hollow SAD cost to the homeowners too high, working with other neighbors, would like the Township to not proceed with the water and sewer project.

Tom Pinnavaia, 5901 E. Sleepy Hollow Ln, East Lansing; dramatic escalation in costs concerning to neighbors, reversal of opinions on the affordability of the project. Asking the Board to terminate the project.

Bill Weston, 5931 W. Sleepy Hollow Ln, East Lansing; reaffirmed position that he originally opposed the project.

LaNita Campbell, 6049 Skyline Dr., East Lansing; President of Skyline Hills Association, Township should not mediate with Summer Park Reality, want no more than 262 homes built.

Supervisor Styka closed Public Remarks.

6. TOWNSHIP MANAGER REPORT

Manager Walsh reported he met with Former Fire Chief Cowper regarding the warning signs expansion issue. Wonch Park will have one installed in the next 100 days. \$22,000 is included in 2018 budget for the signs. Potential for renewing the mutual aid agreement with Alaieton Township. Met with property owner of lot between Fifth/Third Bank and Walgreens, there are development issues with the property, possible rezoning of property in the next 60 days.

7. BOARD MEMBER REPORTS AND ANNOUNCEMENTS

Trustee Sundland reported:

- January 31, 2018, Communications Commission meeting, reviewed annual report and statistics, touring the facilities at Township Hall.

Trustee Jackson reported:

- January 31, 2018, MTA Capital Conference; annual meeting with lobbyists of MTA to about review Legislative and Governor’s agendas.
- Discussed public right of way, medical marijuana, and local revenue sharing.

Trustee Deschaine reported:

- February 1, 2018, EDC meeting. Discussed goals, redevelopment fund.
- Friends of Meridian Township Parks Recognition night. 1,217 Volunteers and 32,517 hours worked. Praised volunteers making a huge difference in the Township.

Clerk Dreyfus reported:

- Election training for staff of the Clerk’s Office for 2018 election cycle, New Bureau of Elections Voter database: QVF refresh.

Treasurer Brixie reported:

- Tri-County Planning Commission elected chair Shanna Draheim, an East Lansing City Council member.
- Winter Property taxes due Wednesday, February 14th, 2018. Residents encouraged to get tax payments in the mail or utilize the 24 hour drop box in front of the municipal building.

Supervisor Styka reported:

- Chinese New Year at the Meridian Mall next weekend, great activities, dancing, acrobatics etc.
- Letter from Vice President regarding Madison Hubble of Okemos, who will be competing in the 2018 Winter Olympics in Pyeongchang, South Korea.

8. APPROVAL OF AGENDA

Treasurer Brixie moved to approve the agenda making 12I, Amend 2018 Township Goals-Community Outreach Program, the first action item. Seconded by Trustee Opsommer.

Clerk Dreyfus moved to add the Sleepy Hollow SAD to the Board Discussion Items as 13 C. Seconded by Trustee Deschaine.

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

NAYS: None

Motion carried unanimously 7-0.

9. CONSENT AGENDA (SALMON)

Supervisor Styka reviewed the consent agenda.

Treasurer Brixie moved to adopt the Consent Agenda as amended. Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously 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 Jackson

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

NAYS: None

Motion carried unanimously 7-0.

B. Minutes

Treasurer Brixie moved to amend the minutes of the January 23, 2018 Board Meeting. Seconded by Clerk Dreyfus.

Trustee Sundland offered the following amendment:

On Page 6 under Agenda Item 12 D. Trustee Jackson moved to initiate a zoning amendment addressing the MUPUD density proposal and forward to the planning commission for a public hearing and recommendation. Seconded by Trustee Sundland.

Treasurer Brixie offered the following amendment:

On Page 7 under Agenda Item 12 D. Trustee Opsommer moved to amend the draft MUPUD Ordinance Amendment under (e) 1: Architectural design and placement of buildings on the parcels will be consistent with the vision of the master plan and are to include sustainability and environmental considerations, and must produce at least 15% of its annual energy usage from **RENEWABLE energy resource. Achieving Energy Star or LEED silver standards or better is highly valued. **Supported by Treasurer Brixie.****

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

NAYS: None

Motion carried unanimously 7-0.

Treasurer Brixie moved to approve and ratify the minutes of the January 16, 2018, Joint Meeting-Boards and Commissions, and the minutes of January 23, 2018, as amended. Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously 7-0.

C. Bills

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

Common Cash	\$198,067.38
Public Works	\$10,176.55
Trust & Agency	\$3,049,536.47
Total Checks	\$3,257,780.40
Credit Card Transactions Jan 18 to Jan 31, 2018	\$8,474.56
Total Purchases	<u>\$3,266,254.96</u>
Ach Payments	<u>\$706,983.77</u>

Seconded by Trustee Jackson.

[Bill list in Official Minute Book]

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

NAYS: None

Motion carried unanimously 7-0.

10. QUESTIONS FOR THE ATTORNEY (None)

11. HEARINGS

- A. Wetland Use Permit #18-01 (Mayberry Homes)
Supervisor opened the Public Hearing at 6:27 P.M.

Director Kieselbach introduced the Wetland Use Permit #18-01, Silverstone Estates, a single family subdivision consisting of 25 lots, is requesting to reapprove the Wetland permit that expired in May 2017.

Board member asked about safety around the culverts. Director Kieselbach indicated that the culvert will be enclosed and there will be slope improvements, and this reapproval would not change the requirements.

Supervisor closed the Public Hearing at 6:28 P.M.

12. ACTION ITEMS

- I. Amend 2018 Township Goals-Community Outreach Program

Trustee Opsommer moved to approve amending the Meridian Township’s 2018 Goals by adding Goal K - Develop a Community-Wide Sexual Assault Prevention Program. Seconded by Treasurer Brixie.

Trustee Opsommer moved to amend the motion: “Striking letter K and insert Letter A (and complete the following initiatives, as promised to Brianne Randall-Gay and our community;

- 1. Community-wide sexual assault prevention training,**
- 2. Department-wide criminal sexual conduct training, and**
- 3. Review and analysis of criminal sexual conduct cases.”**

Seconded by Treasurer Brixie. [Amendment 1]

Clerk Dreyfus moved to amend the adopted motion as amended;

“To amend the Meridian Townships 2018 Goals by deleting adopted Goal A and replacing it with: Develop a Community-wide Sexual Assault Prevention Program that includes:

- 1. Community-wide sexual assault prevention training,**
- 2. Department-wide criminal sexual conduct training, and**
- 3. Review and analysis of criminal sexual conduct cases.”**

Seconded by Trustee Jackson. [Amendment 2]

Staff and Board Discussion:

- Board support on 3 goals listed, issue is about need to refer to sexual assault victim by name in internal Board goals document, not about action steps to be taken
- Re-lettering the 2018 Goals Action Plan, questions about placing new goal at the top of the list, Board policy that goal list has no ranking order and Goal K is equally important as Goal A
- Concerns about Board consistency in documents, formatting, and goal listing
- Unanimous agreement among Board members that 3 actions listed need to be taken
- Discussion on community promise to victim, appropriateness of using name for various purposes, other government bodies listing victim names, pros and cons of exceptions to consistency of Board policies and actions
- Discussion on clarifying “confusing” motions and amendments
- Clerk stated “on the record” that he fully supports the 3 Action Steps listed in the Board Goals, but is voting against the motion because the victim’s name is used in the document and is concerned about being respectful to the victim

Vote on Amendment I:

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

NAYS: Clerk Dreyfus, Trustee Jackson

Motion carried 5-2.

Vote on Amendment II:

VOICE VOTE: YEAS: Clerk Dreyfus, Trustee Sundland,

NAYS: Trustees Deschaine, Jackson, Opsommer,
Supervisor Styka, Treasurer Brixie

Motion failed 5-2.

Vote on Original Motion:

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

NAYS: Clerk Dreyfus

Motion carried 6-1.

A. 2017 Order to Maintain Sidewalks; Special Assessment District #17- Resolution #4

Directory Perry introduced Resolution 4, the project has been completed, and assessments have been calculated for each impacted parcel. Directory Perry requested the Board sets a Public Hearing for March 6, 2018.

Trustee Jackson moved to approve the 2017 Order to Maintain Sidewalk Special Assessment District #17 Resolution #4, which files the proposed special assessment roll with the Office of the Township Clerk and sets the date for a public hearing on Tuesday, March 6, 2018. Seconded by Treasurer Brixie.

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

NAYS: None

Motion carried unanimously 7-0.

B. Outdoor Assembly Ordinance - **Final Adoption**

Trustee Deschaine moved to approve the resolution for the final adoption of the amendment to Chapter 38, Article V, Outdoor Assembly of the Code of Ordinances. Seconded by Treasurer Brixie.

Staff and Board Discussion:

- Board members offered some minor word changes and clarifications to the ordinance
- Changes would be made with approval of the resolution
- These changes do not change the effect of the Ordinance

Trustee Jackson moved to amend the wording in the Ordinance, change all attendants to attendees, remove the capital F's in festivals, to eliminate rock festivals because it's included with musical festivals. Seconded by Trustee Opsommer.

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

NAYS: None

Motion carried unanimously 7-0.

Trustee Sundland moved to remove peace festivals from the ordinance as to not impede on anyone's right to assemble. Seconded by Clerk Dreyfus.

Staff and Board Discussion:

- The public's constitutional right to peacefully assemble, definition of a "peace festival," appropriateness of usage

- Questions about existing proposed language impeding free speech or not, safeguards, ordinance directed at number of people attending

Trustee Sundland withdrew her Motion.

Clerk Dreyfus moved to delete (words) musical, rock and peace and leave festival; and amend language to state; Event(s)- a gathering for any theatrical exhibition, public show, display, entertainment, amusement, or other exhibition, including but not limited to festivals, weddings, fairs, or similar gatherings. Seconded by Trustee Sundland.

Vote on Amendment:

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

NAYS: None

Motion carried unanimously 7-0.

Vote on the Ordinance as Amended Final Adoption:

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

NAYS: None

Motion carried unanimously 7-0.

C. Vacant or Abandoned Buildings- Final Adoption

Treasurer Brixie moved to approve the resolution for the final adoption of the amendment to Chapter 14 of the Code of Ordinances to add Article VII, Vacant and Abandoned Buildings and amend the Township Fee Schedule to include an Initial Registration Fee (including one inspection) of \$175.00, a Registration Renewal Fee (each year building remains vacant or abandoned) of \$100.00, and Inspection or Re-Inspection Fee of \$75.00. Seconded by Trustee Jackson.

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

NAYS: Clerk Dreyfus

Motion carried 6-1.

D. Zoning Amendment #17030- Final Adoption

Trustee Jackson moved to approve the resolution for final adoption of Zoning Amendment #17030 to amend section 86-378 and section 86-439 of the Code of Ordinances to allow a golf course to be counted as open space in a Planned Residential Development (PRD) and a Planned Unit Development (PUD). Seconded by Trustee Opsommer.

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

NAYS: None

Motion carried unanimously 7-0.

E. Police Department Ordinance Amendments and Additions- **Final Adoption**

Trustee Jackson moved to approve the resolution for the Final Adoption of the amendments to chapter 50 of the code of ordinances to amend Minor in Possession and Resisting and Obstructing, and add Malicious Destruction of Property, Larceny, Embezzlement and Assault and Battery.

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

NAYS: None

Motion carried unanimously 7-0.

F. Resolution in Support of Capital Area Regionalism

Trustee Opsommer moved to adopt the resolution in Support of American Airlines request to the USDOT and FAA. Seconded by Treasurer Brixie.

Staff and Board Discussion:

- Importance of regional airport, American Airlines only direct flight service to and from Lansing to Washington, DC
- LEAP asking for Board support for continuation of flight service to the Lansing area
- Decline at Capitol City Airport, asset to community, losing AA would make matters worse
- Significance to local economy, Meridian residents who work in state government, MSU, statewide associations, and local businesses

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

NAYS: None

Motion carried unanimously 7-0.

G. Corridor Improvement Authority Reappointment

Treasurer Brixie moved to reappoint Bruce Peffers to the Meridian Township Corridor Improvement Authority for a 4-year term ending 2/1/2022. Supported by Trustee Opsommer.

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

NAYS: None

Motion carried unanimously 7-0.

H. Resolution Commemorating Black History Month

Treasurer Brixie moved to approve the resolution commemorating Black History month. Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously 7-0.

13. BOARD DISCUSSION ITEMS

A. Transportation Commission Recommendation on Redi-Ride Boundaries

Staff and Board Discussion:

- The MT Transportation Commission passed a motion recommending the Board instruct CATA to expand our Redi-Ride service boundaries to areas under PA 108 and PA 425
- Improving service delivery to Township residents using Redi-Ride, more user-friendly
- Locations include Costco, Rite Aid, College Fields subdivision, MSU Clinical Center, Bath Township Meijer, and the East Lansing Aquatic Center
- Redi-Ride is contained to the limits of their budget, these changes should not increase cost
- CATA’s willingness to go to adjacent locations
- Parcel outlines to give CATA strict boundaries in case of future development in the area, addresses can be provided to CATA, annexation boundaries past and future, defining geographical spaces
- Board member belief that the users of Redi-Ride express frustration

Treasurer Brixie moved to suspend the rules so that the Board can instruct the Township Manager to add the 5 locations to the Redi-Ride service area. Seconded by Trustee Jackson.

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

NAYS: None

Motion carried unanimously 7-0.

Treasurer Brixie moved to instruct the Township manager to add the 5 locations to the Redi-Ride service area in negotiations with CATA. Seconded by Trustee Deschaine.

Treasurer Brixie withdrew her motion.

Treasurer Brixie moved to implement the locations listed in the staff memo as to modifications of the Redi-Ride service area, and instruct the Township Manager to discuss it with CATA. Seconded by Trustee Jackson.

Staff and Board Discussion:

- Concern that the Board is getting too far ahead of itself, don’t expand service too far resulting in citizens going to competing businesses outside of the Township, businesses paying taxes on Redi-Ride are losing business because the service is going outside the township limits
- Costco and College Fields are part of 425 Agreement, they pay MT operating millage, but do not pay the Townships special millages such as Redi-Ride millage

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

NAYS: None

Motion carried unanimously 7-0.

B. Wetland Use Permit #18-01 (Mayberry Homes)

Wetland Use permit #18-01 (Mayberry Homes), enclose portion of the Unruh Drain to accommodate road crossing for Silverstone Estates.

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

C. Sleepy Hollow Special Assessment District

Staff and Board Discussion:

- The board did adopt the Sleepy Hollow SAD, bonds have not been sold, and a contract has not been signed for the project, Board has the discretion to stop this project from going forward
- Action needed to be taken regarding legal obligations, in order to not send bills out for the SAD
- Directory Perry stated his recommendation be to suspend the SAD, give Public Works an opportunity to meet with the neighborhood and discuss further
- Notification would be sent out, hold a formal neighborhood meeting, results presented to the Board with options to proceed fully, partially, or not at all
- Initial project stated full reconstruction of the road; but if no utility work is completed, hot-in-place, or crush and shape, but not a full-blown road reconstruction, shorter life-span of road
- Questions on health and wellness, groundwater contamination, surface water, status of septic systems, cost to residents with failing systems, environmental protections
- Residents will work with the Ingham Health Department for water and well if no SAD
- Process so far, ability to change SAD, capability of revising proposal and starting something new

Consensus of the Board is to place this item on the agenda for future discussion.

14. COMMENTS FROM THE PUBLIC

Supervisor Styka opened Public Remarks.

Leonard Provencher, 5824 Buena Pkwy; discussed 12. I. Community Goals; he also stated that Bath Meijer not on any CATA route, because it is in Clinton County, and there was no intent for service to Costco in CATA planning.

Steve Broughton, 2715 Skyline Court discouraged the Board from negotiating with Summer Park Realty regarding the amount of homes proposed.

Tom Pinnavia, 5901 E. Sleepy Hollow Ln, East Lansing; submitted a letter to the Board regarding the Sleepy Hollow SAD and asked to terminate the project, but is amenable to suspending the project. He will meet with Director Perry to discuss the issue, and stated that an “unaffordable financial basis” is the reason the neighbors changed their minds about the SAD.

Gay Heusner and Eleanor Heusner, 6216 Skyline Dr., East Lansing; Summer Park Realty negotiations; no more than 262 homes, concerns of traffic delays, safety, runoff drainage and flooding issues, loss of open/green space and wildlife habitat, decreased quality of life.

Supervisor Styka closed Public Remarks.

15. OTHER MATTERS AND BOARD MEMBER COMMENTS

Trustee Deschaine:

- February 8, 2018, 6:00 P.M. Transportation Commission meeting at the Central Fire Station
- Praised the Manager and Staff for the public apology made to Brianne Randall-Gay
-

Supervisor Styka:

- Apologized for “letting the meeting get out of control” under Agenda Item 12. I

16. ADJOURNMENT

Treasurer Brixie moved to adjourn. Seconded by Trustee Jackson

Supervisor Styka adjourned the meeting at 8:07 P.M.

RONALD J. STYKA
TOWNSHIP SUPERVISOR

BRETT DREYFUS,
TOWNSHIP CLERK

Maggie Rodgers-Sanders, Secretary



To: Board Members
From: Miriam Mattison, Finance Director
Date: February 20, 2018
Re: Board Bills

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

COMMON CASH	\$	202,577.99
PUBLIC WORKS	\$	445,996.72
TRUST & AGENCY	\$	3,908,897.09
TOTAL CHECKS:	\$	4,557,471.80
CREDIT CARD TRANSACTIONS	\$	13,177.41
Feb 1 to Feb 14, 2018		
TOTAL PURCHASES:	\$	<u>4,570,649.21</u>
ACH PAYMENTS	\$	<u>435,624.47</u>

Vendor Name	Description	Amount	Check #
1. 54-A DISTRICT COURT	CASH BOND-ELISSA JOLAN VOIGT	135.00	97364
2. ABONMARCHE	FINAL REPORT 17-0532 STREET ASSET MANAGEMENT PLAN	585.00	
3. CATHERINE ADAMS	REIMB FOR MILEAGE - JAN	56.68	
4. AFFORDABLE TIRE	STATE CONTRACT TIRES	649.92	
5. AIRGAS GREAT LAKES	STANDING PO - MEDICAL OXYGEN	469.20	
	STANDING PO - MEDICAL OXYGEN	43.55	
	TOTAL	512.75	
6. ALDINGER INC	WATER/SEWER BILLS	171.79	
	UTILITY BILLING	452.62	
	TOTAL	624.41	
7. ASAP PRINTING	BUSINESS CARDS	54.30	
8. AT & T	MONTHLY SERVICE	30.40	
9. AT & T	MONTHLY SERVICE	107.46	
	MONTHLY SERVICE	155.24	
	MONTHLY SERVICE - FEB	107.46	
	MONTHLY SERVICE	239.22	
	MONTHLY SERVICE	163.04	
	MONTHLY SERVICE	374.64	
	MONTHLY SERVICE	2,595.39	
	MONTHLY SERVICE	2,775.39	
	TOTAL	6,517.84	
10. AUTO VALUE OF EAST LANSING	FLEET REPAIR PARTS 2018	22.99	
	FLEET REPAIR PARTS 2018	27.98	
	FLEET REPAIR PARTS 2018	(22.99)	
	FLEET REPAIR PARTS 2018	10.89	
	FLEET REPAIR PARTS 2018	16.74	
	FLEET REPAIR PARTS 2018	17.59	
	FLEET REPAIR PARTS 2018	8.55	
	FLEET REPAIR PARTS 2018	27.61	
	TOTAL	109.36	
11. BANNASCH WELDING INC	REPAIR AND WELD VACTOR TANK ESTIMATE	2,003.00	
	CUTTING EDGE KIT - EMERGENCY	560.00	
	TOTAL	2,563.00	
12. BELL EQUIPMENT CO	EMERGENCY PARTS	396.40	
13. RICHARD N. BLOCK, PH.D., NAA	ARBITRATION CASE NO. L-16 F-0704	1,596.75	
14. BOARD OF WATER & LIGHT	STREET LIGHT - JAN	503.90	97362
15. JEFFORY BROUGHTON	RADIO MAINTENANCE FOR POLICE	513.00	
16. BSN SPORTS	BASKETBALLS FOR HASLETT AND WILLIAMSTON PROGRAMS	332.81	

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Vendor Name	Description	Amount	Check #
17. CINTAS CORPORATION #725			
	UNIFORMS TODD, JIMMY 2018	34.37	
	UNIFORMS TODD, JIMMY 2018	34.37	
	UNIFORMS TODD, JIMMY 2018	34.37	
	TOTAL	103.11	
18. CLEAN AIR CONCEPTS			
	PREFILTERS & UV LAMPS	842.01	
19. COMCAST CABLE			
	MONTHLY SERVICE	149.35	
	MONTHLY SERVICE	6.42	
	TOTAL	155.77	
20. CONSUMERS ENERGY			
	MONTHLY SERVICE	9.23	
21. COURTESY FORD			
	FLEET REPAIR PARTS 2018	36.84	
	FLEET REPAIR PARTS 2018	22.50	
	FLEET REPAIR PARTS 2018	218.12	
	TOTAL	277.46	
22. DBI			
	MEETING SUPPLIES - PRESS CONFERENECE	83.79	
	SUPPLIES	10.46	
	STAPLES & STICK NOTES	22.76	
	FLAG, INDEX	7.47	
	STAPLES	6.14	
	TOTAL	130.62	
23. DETROIT SALT CO			
	BULK ROAD SALT STATE CONTRACT071B1300339	1,844.99	
24. DEWOLF AND ASSOCIATES			
	F.T.O UPDATE-ROYSTON & SQUIRES	510.00	
25. DOUGLASS SAFETY SYSTEMS LLC			
	STANDING PO FOR FIRE SUPPLIES/EQUIPMENT	420.28	
26. EATON COUNTY PARKS			
	INSTRUCTOR FEE FOR CROSS COUNTRY/SNOWSHOE CLASSES	450.00	
27. FAHEY SCHULTZ BURZYCH RHODES PLC			
	LEGAL FEES	140.00	
	LEGAL FEES	120.00	
	LEGAL FEES	6,517.00	
	LEGAL FEES	860.00	
	LEGAL FEES	40.00	
	LEGAL FEES	40.00	
	LEGAL FEES	640.00	
	LEGAL FEES - LABOR	460.00	
	LEGAL FEES - LABOR	788.00	
	LEGAL FEES - LABOR	274.00	
	LEGAL FEES - LABOR	7,331.00	
	LEGAL FEES - LAND PRESERVE	3,632.00	
	LEGAL FEES	9,949.50	
	LEGAL FEES	9,834.15	
	LEGAL FEES	658.00	
	TOTAL	41,283.65	
28. FEDEX			
	RETURNED BATTERY CHARGERS	26.55	
29. FIRST COMMUNICATIONS			
	MONTHLY SERVICE	897.46	
30. FISHBECK, THOMPSON, CARR & HUBER			
	PROFESSIONAL SERVICES THRU 1/26	1,734.00	
31. GOODYEAR COMMERCIAL TIRE			
	STATE CONTRACT LARGE TRUCK TIRES 2018	3,026.11	

Vendor Name	Description	Amount	Check #
32. GRANGER	ACCT #2509750 MONTHLY SERVICE	76.00	
	ACCT#1106100 MONTHLY SERVICE	111.00	
	ACCT #1106200 MONTHLY SERVICE	128.51	
	ACCT #1106300 MONTHLY SERVICE	67.40	
	ACCT #2598840 MONTHLY SERVICE	325.00	
	ACCT #17334070 MONTHLY SERVICE	87.00	
	ACCT#15896200 MONTHLY SERVICE	270.30	
	ACCT #16021600 MONTHLY SERVICE	9.00	
	TOTAL	1,074.21	
33. LEROY HARVEY	REIMB FOR MILEAGE - JAN	14.17	
34. HENDERSON GLASS	BROKEN WINDOW TOWER REC	167.36	
35. JOSEPH HINZ	AMBULANCE REFUND	62.23	
36. DANIELLE HUGHES	REIMB FOR MILEAGE - JAN	10.36	
37. INGHAM COUNTY FIRE CHIEFS ASSOC	MEMBERSHIP FEE 2018	50.00	
38. JACK DOHENY COMPANIES INC	CYCLONE WELDMAN/ REEL PACKING VACTOR 237	4,596.99	
39. JOHN DEERE FINANCIAL	GASOLINE	9,547.74	97365
	DIESEL FUEL	3,094.79	97365
	TOTAL	12,642.53	
40. REBEKAH KELLY	REIMBURSEMENT FOR MILEAGE - JANUARY	16.90	
41. KENTWOOD OFFICE FURNITURE	LOCKERS FOR NEW FIRE STATION	4,120.67	
42. LANSING SANITARY SUPPLY INC	BAGGED ICE MELT (BACK ORDER)	673.06	
	JANITORIAL SUPPLIES 2017	548.89	
	JANITORIAL SUPPLIES 2017	1,787.36	
	JANITORIAL SUPPLIES 2017	202.02	
	50# BAG ICE MELT	344.78	
	TOTAL	3,556.11	
43. LANSING UNIFORM COMPANY	STANDING PO FOR UNIFORMS	94.90	
	STANDARD POLICE UNIFORM PURCHASE	1,806.00	
	STANDARD POLICE UNIFORM PURCHASE	925.00	
	STANDARD POLICE UNIFORM PURCHASE	42.95	
	STANDARD POLICE UNIFORM PURCHASE	85.90	
	STANDARD POLICE UNIFORM PURCHASE	518.75	
	STANDING PO FOR UNIFORMS	54.95	
	STANDING PO FOR UNIFORMS	232.80	
	STANDING PO FOR UNIFORMS	355.70	
	TOTAL	4,116.95	
44. LAW ENFORCEMENT SYSTEMS INC	CASE MANAGEMENT FILE ENVELOPES	119.00	
45. MERIDIAN TOWNSHIP	TRANSFER FOR FLEX CK P/R 2.16.18	763.61	
46. MEDICAL MANAGEMENT SYSTEMS OF	COLLECTION FEE	7,044.83	
47. MICHIGAN BATTERY	2018 BATTERY SUPPLY	704.00	
48. MICHIGAN ASSOCIATION OF PLANNING	SEMINAR FEE FOR P. MENSER	105.00	97363
49. MICHIGAN MUNICIPAL LEAGUE	POLICY #5000880-17 WORKERS' COMP	43,787.36	

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Vendor Name	Description	Amount	Check #
50. MICHIGAN SUPPLY CO	ELKAY LZS8WSLP WATER COOLER /BOTTLE FILLER	999.00	
51. MIDSTATE SECURITY	SECURITY SYSTEM INSTALL	16,159.75	
52. MOORE MEDICAL LLC	MEDICAL GLOVES	94.00	
	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	350.90	
	STANDING PO FOR MEDICAL SUPPLIES/EQUIPMENT	58.00	
	TOTAL	502.90	
53. NAPA	FLEET REPAIR PARTS 2018	89.30	
	FLEET REPAIR PARTS 2018	200.67	
	FLEET REPAIR PARTS 2018	233.94	
	FLEET REPAIR PARTS 2018	96.84	
	TOTAL	620.75	
54. NIESA	MFR REGISTRATION LEWIS, MANDERNACK, CASADAY	1,350.00	
55. OFFICE DEPOT	COPY PAPER LETTER SIZE ACCT#90449879	1,228.11	
	ANNUAL REPORTS	410.37	
	TOTAL	1,638.48	
56. ORKIN, 551-LANSING, MI	MONTHLY SERVICE - 2100 GAYLORD C SMITH CT	75.00	
57. OVERHEAD DOOR OF LANSING	COMMERCIAL LABOR	170.00	
58. PECKHAM	JANITORIAL SERVICES PSB, HARRIS ,MB,SC 2018	2,445.16	
	SPECIAL CLEANING	45.00	
	TOTAL	2,490.16	
59. PEOPLEFACTS LLC	PROFESSIONAL SERVICES - JAN	41.67	
60. THE POLACK CORPORATION	EQUIPMENT CONTRACT	1,019.67	
61. POSTMASTER	POSTAGE FOR UTILITY BILLS 2.15.18	306.00	97367
62. PRO-TECH MECHANICAL SERVICES	NO HEAT PSB EMERGENCY	3,164.16	
	PARTS & LABOR	4,539.40	
	TOTAL	7,703.56	
63. QUALITY TIRE INC	STATE CONTRACT TIRES 2018	406.40	
64. KIT RICH	REIMB FOR MILEAGE - JAN	80.66	
65. SAFETY SYSTEMS INC	ANNUAL ALARM SERVICE AGREEMENT	43.00	
	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	52.00	
	ANNUAL ALARM SERVICE AGREEMENT	31.00	
	TOTAL	439.00	
66. MARGARET SANDERS	REIMB FOR MILEAGE - END OF JAN	6.54	
67. SIRCHIE FINGERPRINT LABORATORIES	TEST SUPPLIES	198.50	

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Vendor Name	Description	Amount	Check #
68. SOLDAN'S FEED & PET SUPPLIES			
	CANINE SUPPLIES FOR TWO DOGS	56.99	
	CANINE SUPPLIES FOR TWO DOGS	32.99	
	CANINE SUPPLIES FOR TWO DOGS	52.99	
	CANINE SUPPLIES FOR TWO DOGS	19.99	
	TOTAL	<u>162.96</u>	
69. SPARROW OCCUPATIONAL			
	PROFESSIONAL SERVICES	50.00	
	PROFESSIONAL SERVICES	160.00	
	TOTAL	<u>210.00</u>	
70. SPRINT			
	CELLULAR PHONE SERVICE FOR SGT'S VEHICLES	97.86	
71. SWAGIT PRODUCTIONS, LLC			
	CONTRACTUAL SERVICE FOR HOMTV VIDEO HOSTING LIVE STREAMING & CLOSED CAPTIONING	3,462.00	
72. TRANSNATION TITLE			
	EARNEST MONEY-PONDEROSA LAND PRESERVE	10,000.00	
73. VARIPRO BENEFIT ADMINISTRATORS			
	FLEX ADMINISTRATION - JAN	175.00	
	FLEX ADMINISTRATION - JAN	175.00	
	TOTAL	<u>350.00</u>	
74. VERIZON WIRELESS			
	MONTHLY SERVICE	2,446.07	
75. WEST SHORE FIRE			
	STANDING PO FOR SCBA FILL STATION MAINTENANCE/PARTS AGREEMENT	521.02	
76. ZOLL MEDICAL CORP			
	X-SERIES MAINTENANCE CONTRACT	1,275.00	
TOTAL - ALL VENDORS		202,577.99	
FUND TOTALS:			
Fund 101 - GENERAL FUND		149,616.39	
Fund 203 - LOCAL ROADS		585.00	
Fund 204 - PEDESTRIAN BIKEPATH MILLAGE		180.44	
Fund 208 - PARK MILLAGE		2,878.76	
Fund 209 - Land Preservation Millage		13,705.58	
Fund 211 - PARK RESTRICTED/DESIGNATED		128.88	
Fund 218 - POLICE RESTRICTED/DESIGNATED		510.00	
Fund 230 - CABLE TV		3,947.67	
Fund 454 - FIRE STATION CONSTRUCTION FUND		4,120.67	
Fund 661 - MOTOR POOL		26,904.60	

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Vendor Name	Description	Amount	Check #
1. APWA SW MICHIGAN BRANCH	2018 BRANCH MEMBERSHIP-D. PERRY	20.00	
2. CITY OF EAST LANSING	SEWER OPERATIONS - FEB	195,420.42	
	OPERATING COSTS - FEB	233,510.84	
	TOTAL	428,931.26	
3. CURT DEMARS-JOHNSON	REFUND OVERPM'T IRRIGATION	683.55	27115
4. DUSTY'S RESTAURANT INC	REFUND OVERPM'T FINAL #GDRV-001875-0000-02	14.53	
5. FERGUSON WATERWORKS #3386	WATER METERS	8,170.00	
	WATER SYSTEM REPAIR PARTS 2018	220.00	
	MISC SUPPLIES	36.00	
	WATER SYSTEM REPAIR PARTS 2018	980.00	
	TOTAL	9,406.00	
6. GREG FORSYTHE	REFUND OVERPM'T FINAL #HULE-002380-0000-06	125.40	
7. ETHAN HOLLEY	REFUND OVERPM'T FINAL #WDLF-002229-0000-10	23.32	
8. K AND L ENTERPRISES LLC	REFUND OVERPM'T FINAL #LKCT-001684-0000-01	94.33	
9. TYLER KENNEL	REIMB REGISTRATION S-3 WATER LICENSE	70.00	27116
10. JASON LOZNAK	REFUND OVERPM'T FINAL #BELV-001526-0000-02	23.32	
11. MICHIGAN MUNICIPAL LEAGUE	WORKERS' COMP POLICY #5000880-17	5,015.64	
12. MICHIGAN ROAD PRESERVATION ASSOC	2018 MRPA CITY COUNTY WORKSHOP-D. PERRY	30.00	
13. MUNICIPAL SUPPLY CO	3' T HANDLE PENTAGON KEY	65.00	
14. RICHARD NEMETH	REFUND OVERPM'T FINAL #POLL-006036-0000-04	13.60	
15. SME	PROFESSIONAL SERVICES 11/27 TO 12/24/17	780.13	
16. TRANSNATION TITLE	REFUND OVERPM'T FINAL #HIDE-005307-0000-01	235.49	
17. VERIZON WIRELESS	MONTHLY SERVICE	465.15	
TOTAL - ALL VENDORS		445,996.72	
FUND TOTALS:			
Fund 590 - SEWER FUND		198,227.74	
Fund 591 - WATER FUND		247,768.98	

02/15/2018 01:26 PM
User: hudecek
DB: Meridian

INVOICE APPROVAL BY INVOICE REPORT FOR CHARTER TOWNSHIP OF MERIDIAN
EXP CHECK RUN DATES 02/20/2018 - 02/20/2018
JOURNALIZED OPEN AND PAID
BANK CODE: TA

Vendor Name	Description	Amount	Check #
1. EAST LANSING PUBLIC SCHOOLS	SUMMER 2017 TAX COLLECTION	146.55	12244
2. HASLETT PUBLIC SCHOOLS	WINTER/SUMMER 2017 TAX COLLECTION	165,635.84	12245
	SUMMER & WINTER TAX COLLECTION	437,074.48	12250
	TOTAL	<u>602,710.32</u>	
3. INGHAM INTERMEDIATE SCHOOL	SUMMER 2017 TAX COLLECTION	2,910.78	12246
	SUMMER TAX COLLECTION	2,200.24	12251
	TOTAL	<u>5,111.02</u>	
4. LANSING COMMUNITY COLLEGE	WINTER 2017 TAX COLLECTION	396,733.29	12247
	WINTER TAX COLLECTION	775,555.71	12252
	TOTAL	<u>1,172,289.00</u>	
5. OKEMOS PUBLIC SCHOOLS	WINTER/SUMMER 2017 TAX COLLECTION	659,100.62	12248
	SUMMER & WINTER TAX COLLECTION	1,436,572.61	12253
	TOTAL	<u>2,095,673.23</u>	
6. WILLIAMSTON SCHOOLS	WINTER 2017 TAX COLLECTION	16,574.80	12249
	WINTER TAX COLLECTION	16,392.17	12254
	TOTAL	<u>32,966.97</u>	
TOTAL - ALL VENDORS		3,908,897.09	
FUND TOTALS:			
Fund 701 - TRUST & AGENCY		3,908,897.09	

Credit Card Charges from February 1 to February 14, 2018

Date	Merchant Name	Amount	Name
2018/02/07	AMAZON MKTPLACE PMTS	\$27.20	MICHELLE PRINZ
2018/02/08	AMAZON MKTPLACE PMTS	\$48.99	MICHELLE PRINZ
2018/02/12	AMAZON MKTPLACE PMTS	\$53.20	MICHELLE PRINZ
2018/02/12	AMAZON MKTPLACE PMTS	\$10.49	MICHELLE PRINZ
2018/02/13	AMAZON MKTPLACE PMTS	\$21.63	MICHELLE PRINZ
2018/02/14	AMAZON MKTPLACE PMTS	\$17.92	MICHELLE PRINZ
2018/02/08	AMAZON.COM	\$49.99	KRISTI SCHAEDING
2018/02/12	AMAZON.COM	\$35.68	CATHERINE ADAMS
2018/02/07	AMAZON.COM	\$5.41	MICHELLE PRINZ
2018/02/12	AMWAY GRAND PLAZA HOTE	\$330.93	DAVID HALL
2018/02/05	B&H PHOTO 800-606-6969	\$299.98	BENJAMIN MAKULSKI
2018/02/08	BELL EQUIPMENT COMPANY	\$396.40	TODD FRANK
2018/02/13	BEST BUY 00004168	\$199.97	KATHERINE RICH
2018/02/01	BEST BUY 00004168	\$129.96	STEPHEN GEBES
2018/02/02	BIGGBY COFFEE #121	\$40.26	GREGORY FRENGER
2018/02/01	BLUE GILL GRILL	\$50.00	JANE GREENWAY
2018/02/08	CAPITAL CITY INTERNATIONA	\$107.00	TODD FRANK
2018/02/14	CHAP BOOK CAFE	\$12.24	CHRIS BUCK
2018/02/12	DICK'SSPORTINGGOODS.COM	\$84.79	KELSEY DILLON
2018/02/05	DISPLAYS2GO	\$22.94	MICHELLE PRINZ
2018/02/09	EB CAPTURING BUSINESS	\$151.90	JOYCE A MARX
2018/02/05	EXOTIC AUTOMATION&SUPPLY	\$41.69	JIM HANSEN
2018/02/01	FACEBK HYARHDNL92	\$67.45	ROBIN FAUST
2018/02/05	FACEBK MTFLRDN862	\$24.98	DARCIE WEIGAND
2018/02/12	FERGUSON WTRWRKS #3386	\$47.14	DAVID LESTER
2018/02/13	FERGUSON WTRWRKS #3386	\$215.00	DAVID LESTER
2018/02/05	FLEETPRIDE 476	(\$78.08)	JIM HANSEN
2018/02/05	FLEETPRIDE 476	\$78.08	JIM HANSEN
2018/02/05	FLEETPRIDE 476	\$73.66	JIM HANSEN
2018/02/01	GFS STORE #1901	\$97.18	ROBIN FAUST
2018/02/01	GIH*GLOBALINDUSTRIALEQ	\$977.03	MICHAEL DEVLIN
2018/02/08	HASLETT TRUE VALUE HARDW	\$6.66	JIM HANSEN
2018/02/09	HASLETT TRUE VALUE HARDW	\$143.07	PETER VASILION
2018/02/12	HASLETT TRUE VALUE HARDW	\$18.99	MARK VROMAN
2018/02/06	HASLETT TRUE VALUE HARDW	\$31.98	MIKE ELLIS
2018/02/09	HASLETT TRUE VALUE HARDW	\$8.03	TODD FRANK
2018/02/13	HASLETT TRUE VALUE HARDW	\$39.98	ROBERT MACKENZIE
2018/02/05	HASLETT TRUE VALUE HARDW	\$25.96	TAVIS MILLEROV
2018/02/06	HASLETT TRUE VALUE HARDW	\$31.48	TOM OXENDER
2018/02/01	HITCHES AND MORE INC	\$9.95	TODD FRANK
2018/02/01	HYDRO CHEM SYSTEMS INC	\$103.67	LAWRENCE BOBB
2018/02/01	IN *KODIAK EMERGENCY EQUI	\$18.47	TODD FRANK
2018/02/01	IN *KODIAK EMERGENCY EQUI	\$84.35	TODD FRANK
2018/02/09	IN *REGIONAL ALLIANCE FOR	\$1,400.00	WILLIAM PRIESE
2018/02/02	JIMMY JOHNS - 90055 - ECO	\$104.30	ANDREA SMILEY
2018/02/12	JIMMY JOHNS - 90055 - MOT	\$19.16	JOYCE A MARX
2018/02/06	LAW ENFORCEMENT SEMINARS	\$350.00	SCOTT DAWSON
2018/02/12	MARRIOTT DETROIT DTOWN	\$357.52	DARCIE WEIGAND
2018/02/08	MARRIOTT DETROIT DTOWN	\$357.52	LUANN MAISNER
2018/02/12	MARRIOTT DETROIT DTOWN	\$641.28	LUANN MAISNER
2018/02/12	MARRIOTT DETROIT DTOWN	\$536.28	MICHAEL DEVLIN
2018/02/05	MEDEXSUPPLYCOM	\$319.90	WILLIAM PRIESE
2018/02/14	MEIJER INC #025 Q01	\$22.14	MATTHEW WALTERS

2018/02/07	MEIJER INC #025 Q01	\$4.89	DEREK BURCHAM
2018/02/09	MEIJER INC #025 Q01	\$27.02	SCOTT DAWSON
2018/02/01	MEIJER INC #025 Q01	\$148.90	ROBIN FAUST
2018/02/05	MEIJER INC #025 Q01	\$31.14	GREGORY FRENGER
2018/02/14	MENARDS LANSING SOUTH MI	\$3.62	ROBERT STACY
2018/02/08	MI ASSOC OF BROADCASTERS	\$500.00	ANDREA SMILEY
2018/02/06	MICHIGAN ASSOCIATION OF C	(\$255.00)	DAVID HALL
2018/02/02	MICHIGAN MUNICIPAL LEAGUE	\$225.00	MICHELLE PRINZ
2018/02/01	MICHIGAN MUNICIPAL TREASU	\$50.00	JULIE BRIXIE
2018/02/14	MICHIGAN MUNICIPAL TREASU	\$550.00	JULIE BRIXIE
2018/02/02	MICHIGAN POLICE EQUIPMENT	\$115.00	SCOTT DAWSON
2018/02/09	MIDWEST POWER EQUIPMEN	\$151.90	MATT FOREMAN
2018/02/06	MIFMA	\$150.00	LUANN MAISNER
2018/02/02	MSU PAYMENTS	(\$295.00)	DEREK PERRY
2018/02/08	MTU-CASHIERS OFFICE WEB	\$115.00	NYAL NUNN
2018/02/07	OFFICEMAX/DEPOT 6194	\$157.40	SCOTT DAWSON
2018/02/01	OFFICEMAX/DEPOT 6194	\$9.79	MARK VROMAN
2018/02/14	OFFICEMAX/DEPOT 6194	\$15.98	ROBIN FAUST
2018/02/09	OFFICEMAX/DEPOT 6869	\$179.96	STEPHEN GEBES
2018/02/08	PANERA BREAD #600715	(\$1.37)	KRISTEN COLE
2018/02/08	PARKING LANSING CENTER	\$7.00	NYAL NUNN
2018/02/07	PARKING LANSING CENTER	\$7.00	PETER VASILION
2018/02/08	PARKING LANSING CENTER	\$7.00	PETER VASILION
2018/02/09	PARKING LUKES	\$4.25	DEBORAH GUTHRIE
2018/02/08	PAYPAL *AUTOMOTIVED	\$1,120.00	KRISTI SCHAEING
2018/02/07	PAYPAL *MAP MI CHPT	\$105.00	PETER MENSER
2018/02/07	PAYPAL *MAP MI CHPT	\$105.00	PETER MENSER
2018/02/12	PORT ATWATER PARKING	\$60.00	MICHAEL DEVLIN
2018/02/09	QUALIFIED HARDWARE	\$221.00	PETER VASILION
2018/02/05	QUALITY DAIRY 31280027	\$25.46	DARCIE WEIGAND
2018/02/01	SAFARILAND, LLC	(\$9.72)	ANDREW MCCREADY
2018/02/02	SHERATON ANN ARBOR HOTEL	\$209.85	DEREK PERRY
2018/02/08	SMK*SURVEYMONKEY.COM	\$288.00	DENISE GREEN
2018/02/05	SPARTANCHASSIS (APA)	\$186.92	JIM HANSEN
2018/02/12	STARBUCK'S @ MARRIOTT	\$18.54	LUANN MAISNER
2018/02/05	THE HOME DEPOT #2723	\$9.91	LAWRENCE BOBB
2018/02/05	THE HOME DEPOT #2723	\$24.79	ROBERT STACY
2018/02/09	THE HOME DEPOT #2723	\$54.54	KELSEY DILLON
2018/02/01	THE HOME DEPOT #2723	\$16.97	TYLER KENNEL
2018/02/02	THE HOME DEPOT #2723	\$12.98	PETER VASILION
2018/02/05	THE HOME DEPOT #2723	\$42.53	PETER VASILION
2018/02/05	THE HOME DEPOT #2723	\$19.94	PETER VASILION
2018/02/07	THE HOME DEPOT #2723	\$20.63	TODD FRANK
2018/02/05	THE HOME DEPOT #2723	\$54.24	DAVID LESTER
2018/02/05	THE HOME DEPOT #2723	\$7.68	DAN PALACIOS
2018/02/06	THE HOME DEPOT #2723	\$16.97	KENNITH PHINNEY
2018/02/08	THE HOME DEPOT 2723	\$290.00	DENNIS ANTONE
2018/02/09	TRB WEBINAR	\$95.00	NYAL NUNN

Total

\$13,177.41

ACH Transactions

<u>Date</u>	<u>Payee</u>	<u>Amount</u>	<u>Purpose</u>
02/06/18	Blue Care Network	9,954.20	Employee Health Insurance
02/08/18	Consumers Energy	37,978.77	Electric & Gas
02/13/18	Blue Care Network	10,815.99	Employee Health Insurance
02/14/18	ICMA	32,964.24	Payroll Deductions 02/16/18 Payroll
02/14/18	IRS	90,919.81	Payroll Taxes 02/16/18 Payroll
02/14/18	Various Financial Institutions	252,991.46	Direct Deposit 02/16/18 Payroll
	Total ACH Payments	<u>435,624.47</u>	



12. B

To: Board Members
From: Lori Schafer, Interim Fire Chief
Date: February 14, 2018
Re: Fire Services Agreement - Alaiedon Township

Attached for review and approval is a renewal agreement between Delhi Township and Meridian Township to continue providing fire and rescue services to a portion of Alaiedon Township. The following changes are included in the renewal agreement:

- 3 year agreement through 2020
- Fire run charge increases to \$700 in 2018, \$800 in 2019, and \$900 in 2020
- Additional hours after the first hour increased to \$600
- Addition of a Command Car category for incidents that do not require fire or rescue apparatus billed at \$90 per hour

The following motion is proposed for Board consideration:

MOVE TO APPROVE THE AGREEMENT BETWEEN DELHI CHARTER TOWNSHIP AND MERIDIAN CHARTER TOWNSHIP FOR FIRE AND RESCUE SERVICES WITHIN ALAIEDON TOWNSHIP AND AUTHORIZE THE TOWNSHIP MANAGER AND FIRE CHIEF TO SIGN THE AGREEMENT.

**MEMORANDUM OF UNDERSTANDING BETWEEN
DELHI CHARTER TOWNSHIP AND MERIDIAN TOWNSHIP
FOR FIRE SERVICES WITHIN
ALAIEDON TOWNSHIP**

THIS AGREEMENT, made and entered into as of the 1st day of January 2018, by and between the Charter Township of Delhi, whose address is 2074 Aurelius Road, Holt, Michigan 48842 (hereinafter referred to as "Delhi") and Meridian Charter Township, whose address is 5151 Marsh Road, Okemos, Michigan 48864 (hereinafter referred to as "Meridian").

The Charter Township of Delhi provides contract fire protection to Alaiedon Township and, in order to provide the best delivery of services, Meridian hereby agrees to provide mutual aid fire response and services to Delhi within Alaiedon Township per the following policy.

1. **Fire Protection and Rescue Service.** All fire and rescue calls dispatched by Ingham County 911 Center in Alaiedon Township for properties located along and north of Sandhill Road, including I-96 from College Road to Meridian Road, all of Stillman Road, and all streets and roads north of I-96 will be served by Meridian. Meridian will make available for such purpose all equipment and personnel available at said time, consistent with prudent reserves for fire protection and rescue needs elsewhere. Equipment utilization and staffing shall be within the sole discretion of authorized Meridian Charter Township officers. On I-96, response will be provided to only those calls wherein fire or extrication is needed. This agreement shall not include any ambulance or EMS service within the boundaries of Alaiedon Township.

2. **Compensation.** Compensation to Meridian for each category of service shall be paid by Delhi as follows:

2A. **Standby and Administrative Fee.** An annual standby and administrative fee shall be paid by Delhi to Meridian during the term of this Agreement in the amount of Twelve Thousand Seven hundred and Twenty Eight dollars and no cents (\$12,728.00) Payment shall be made in equal monthly installments of One Thousand Sixty dollars and 66/100 cents (\$1060.66), commencing on the first day of January 2018 and continuing on the first day of each month thereafter through the end of the term of this agreement. This annual fee may be modified in the following manner based on the annual contract price between Delhi and Alaiedon Township.

A party proposing to modify this annual fee may do so by giving the other written notice of such, and such modified annual fee becomes the new annual fee, unless within 60 days after receipt of such notice, the other party objects in writing to such a modified fee.

If not objected to, the modified fee shall be the new annual fee 60 days after the initial notice and shall be paid in monthly installments over the remaining term of the agreement, unless the parties agree otherwise. The modified annual fee and monthly payments shall be noted in an attached Exhibit A to the agreement, but the failure to attach or update Exhibit A shall not mean that the fee has not been modified.

B. Fire Run Charge.

1. **All Fire and Rescue Calls:** 2018-\$700.00 2019-\$800.00 2020-\$900.00
2. **All Additional Hours after the 1st hour:** \$600 per hour for each hour after the initial hour. Hours will be measured from time of alarm until all units and personnel have completed all tasks associated with the call. Additional hours shall be measured in quarter hour increments.
3. **Cancelled Calls:** Calls which are cancelled prior to any unit leaving the station will not be charged.

4. **Command Car:** \$90.00 per hour for incidents that do not require traditional fire and rescue apparatus. There are times that an incident arises that requires only the use of a command car type vehicle. Examples include burn complaint checks, CO alarms and other good intent type calls.

C. Reporting / Invoicing Required

1. **Reports:** Copies of NFIRS Incident reports for all incidents which Meridian covers within Alaiedon Township during any month will be provided to Delhi no later than the 5th of the following month. Reports will include the name, address and phone number of those persons who received the fire and/or rescue service.
2. **Invoice:** An invoice will be provided to Delhi along with the NFIRS copies. Invoices will indicate date, time, address, total hours and total fee due for each call.

Payment for fire services rendered pursuant to subparagraphs B and C above shall be made within sixty (60) days of billing.

3. **Employee Protection.** Meridian shall maintain all required insurance coverage pertaining to its fire fighting personnel and equipment, which coverage shall be in the same amount and equally applicable to losses which may be incurred while providing fire fighting services to Alaiedon Township required herein.

4. **Non-Discrimination.** The parties agree that neither shall 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, height, weight, or marital status. Breach of this covenant may be regarded as a material breach of this contract which allows the non-discriminatory party to immediately terminate this agreement.

5. **Term.** This agreement shall commence at 12:01 a.m. on January 1, 2018 and shall continue until midnight December 31, 2020. This agreement may be renewed, extended or modified upon the mutual consent of both parties. In the event of renewal, the then-current annual standby and administrative fee under paragraph 2A shall continue for another year.

a. Notwithstanding anything in this paragraph to the contrary, either party to this agreement may terminate it upon 60-days' written notice to the other.

IN WITNESS WHEREOF, the parties have set their hands and seals as of the date above first written

THE CHARTER TOWNSHIP OF MERIDIAN

By: _____

Frank Walsh

Its: ***Manager***

By: _____

Lori Schafer

Its: ***Fire Chief***

And.

THE CHARTER TOWNSHIP OF DELHI

By: _____

John Elsinga

Its: ***Manager***

By: _____

Brian J. Ball

Its: ***Fire Chief***



To: Board Members

**From: LuAnn Maisner, CPRP
Director of Parks and Recreation**

Date: February 12, 2018

**Re: Land Preservation Acquisition – AMENDED PURCHASE AGREEMENT
Ponderosa Land Preserve**

**South of Legg Park, North of Ponderosa Estates subdivision, Okemos, MI
48864; Parcels #33-02-02-35-200-012 and #33-02-02-35-426-007**

On December 12, 2017 the Township Board passed a resolution to acquire the “Ponderosa Land Preserve.” More specifically, to acquire parcel numbers 33-02-35-200-012 and 33-02-35-426-007 from Ponderosa LLC to add 89 acres of land to the Land Preservation Program. That resolution was limited to the then current purchase agreement drafted by our attorneys. A subsequent purchase agreement has been drafted by the sellers in consultation with our attorneys. Therefore, a second authorizing resolution is required. The updated purchase agreement, and a redline showing changes, has been included for your review.

The acquisition process required that the Township conduct a Phase One Environmental Site Assessment. The Phase One noted a recognized environmental condition in the form of old barrels on the property which justified a Phase Two Environmental Site Assessment. The Phase Two assists with Michigan Natural Resources Trust Fund (MNRTF) grant requirements and will determine what remedial action, if any, will be required by the Township. The Phase Two is underway; the purchase agreement allows the Township to rescind the purchase if the environmental conditions are unsatisfactory.

Grant Information

We received notification in December, 2016 that the project was selected for funding by the Michigan Natural Resources Trust Fund Board for this acquisition. Delayed Legislative approval this year created a delay for us in executing this project. The grant amount is no greater than \$514,900 and will be paid to the Township via a reimbursement process. The MNRTF procedures required the Township to pay costs incurred in the transaction, including closing costs and transfer taxes. Closing costs and other incidental costs are reimbursable. The grant will cover just over \$500,000 in land acquisition costs and also cover reimbursable expenses including title insurance, environmental assessment costs, appraisal costs, prorated taxes, recording fees, and transfer tax and revenue stamp costs. The transfer taxes will be over \$8,500 and we anticipate the remaining grant amount will be reached with reimbursable environmental and closing costs.

Memo to Township Board
February 20, 2018
Re: Land Preservation Acquisition Recommendation -AMENDED
Ponderosa Land Preserve
Page 2 of 4

However, the closing costs will likely exceed the remaining grant funds and must be paid by the Township. At closing the Township will present the \$1,000,000 purchase price and funds to cover closing costs, including the transfer tax. Paperwork will then be submitted to the MNRTF for reimbursement of up to \$514,900. The total cost to the Township, including closing costs, is estimated to be just over \$500,000.

Acquisition Breakdown:

Initial Appraisal & Valuation:	\$ 1,225,000
Donation from Seller:	\$ 225,000
Sale Price:	\$ 1,000,000
Funds from Land Preservation Fund:	\$ 1,000,000
Grant Amount (<i>reimbursement</i>):	\$ 514,900

Motion for Township Board Consideration

MOVE TO SUPPORT THE ATTACHED RESOLUTION TO ACQUIRE PARCEL NUMBERS 33-02-02-35-200-012 AND 33-02-02-35-426-007 FROM PONDEROSA LLC UTILIZING GRANT FUNDING REIMBURSEMENT THROUGH THE MICHIGAN NATURAL RESOURCES TRUST FUND; A DONATION FROM THE PROPERTY OWNER, PONDEROSA, LLC; AND FUNDS FROM THE LAND PRESERVATION MILLAGE TO ADD 89 ACRES OF LAND TO THE LAND PRESERVATION PROGRAM.

Attachments:

1. Resolution to Approve
2. Parcel Location Map
3. Parcel Map
4. Signed purchase agreement
5. Redline purchase agreement showing changes from December

**RESOLUTION TO APPROVE Land Preservation Acquisition Recommendation-AMENDED
Ponderosa Land Preserve**

RESOLUTION

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, in said Township on the 20th day of February, 2018, at 6:00 p.m. local time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Ponderosa LLC wishes to sell 89 acres of undeveloped real estate in Meridian Township consisting of parcel numbers 33-02-02-35-200-012 AND 33-02-02-35-426-007 (the "Property"); and

WHEREAS, the Charter Township of Meridian Land Preservation Advisory Board recommends the purchase of these properties; and

WHEREAS, the Charter Township of Meridian Land Preservation Ordinance, Chapter 22, Article III authorizes the Charter Township of Meridian to purchase property of the kind and character that are the subject of the resolution; and

WHEREAS, the Charter Township of Meridian agrees to acquire the Property, with a \$225,000 donation from the seller Ponderosa, LLC, by purchase price of \$1,000,000 funded by the Land Preservation Millage, plus closing costs, as agreed upon in written agreement, with a reimbursement grant of \$514,900 from the Michigan Natural Resources Trust Fund.

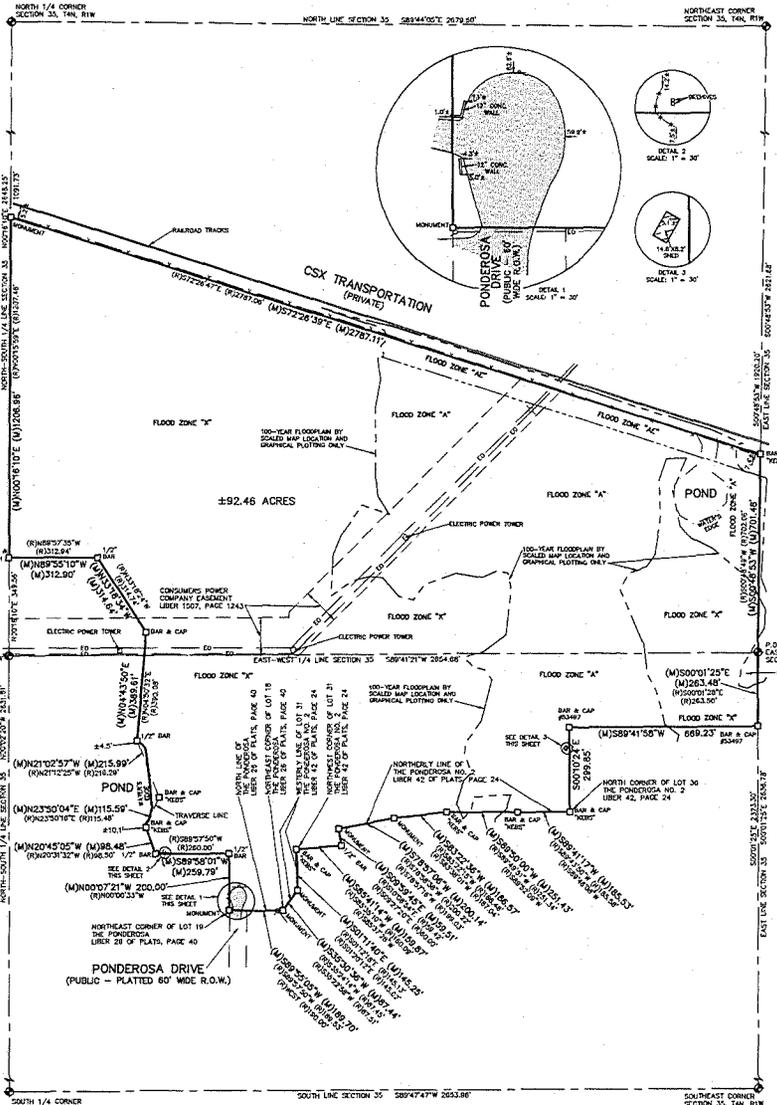
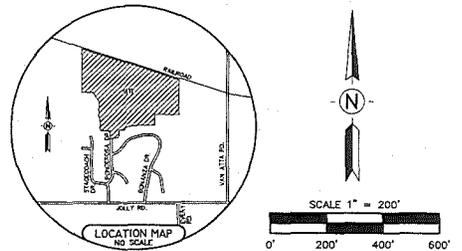
NOW THEREFORE BE IT RESOLVED THAT THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, HEREBY APPROVES THE PURCHASE OF TWO PARCELS OF LAND AS SHOWN ON THE ATTACHED MAPS WITH ACCOMPANYING LEGAL DESCRIPTIONS FOR PARCELS #33-02-02-35-200-012 AND # 33-02-02-35-426-007 ACCORDING TO THE TERMS OF THE FEBRUARY 12, 2018 PURCHASE AGREEMENT; AND

BE IT FURTHER RESOLVED THAT THE TOWNSHIP BOARD RATIFIES THE PURCHASE AGREEMENT EXECUTED BY THE TOWNSHIP MANAGER FOR PURCHASE OF THE PROPERTY; AND

BE IT FURTHER RESOLVED THAT A BUDGET AMENDMENT BE MADE FROM THE LAND PRESERVATION FUND BALANCE TO ACCOUNT NUMBER 209.000.000-971.000 TO COVER THE TRANSACTION COST; AND

ALTA/NSPS LAND TITLE SURVEY

"VACANT - JOLLY ROAD, OKEMOS, MI 48864"



SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named herein and is intended solely for their immediate use. Survey prepared from fieldwork performed in November and December 2017.
- All bearings and distances on the survey are record and measured unless otherwise noted. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the LORSING C.O.R.S.
- All dimensions are in feet and decimals thereof.
- No building line dimensions are to be used for establishing the property lines.
- There are no observable potential encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown herein.
- Parcel has direct access to public Ponderosa Drive.
- Reference to recorded measurements are references to distances and/or bearings per provided legal descriptions or to recorded dimensions per the plats of "The Ponderosa" and "The Ponderosa No. 2."

ALTA/NSPS LAND TITLE SURVEY - TABLE "A" REQUIREMENTS:

- Item 1: Shown on the survey map.
- Item 2: Address of the surveyed property: Vacant - Jolly Road, Okemos, MI 48864.
- Item 3: By scaled map location and graphic plotting only, this property lies partly within Flood Zones "A" and "AL", areas inside the 13 annual chance floodplain, and partly within Flood Zone "X", areas outside the 13 annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map for the Charter Township of Meridian, Ingham County, Michigan, Community Unit No. 2506053 0159 D, dated August 16, 2011.
- Item 4: ±92.46 Acres (4,027,736 square feet) including land up to the water's edge of pond on West side of property.
- Item 7a: Shown on the survey map.
- Item 8: Shown on the survey map.
- Item 9: Parking: There are no striped parking spaces on site.

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by Bell Title Agency, Reference No. 17-114477-OK, dated November 14, 2017)

Michigan Bell Telephone Company Easement as recorded in Liber 1645, Page 1095, does not cross parcel, therefore not shown herein.

Consumers Power Company Easement as recorded in Liber 1507, Page 1243, crosses parcel, is platiable and shown herein.

LEGEND

	SET 1/2" BAR WITH CAP
	FOUND IRON NAIL NOTED
	DEEP LINE
	DISTANCE NOT TO SCALE
	FENCE
	ASPHALT
	CONCRETE
	GRAVEL
	OVERHEAD WIRES
	UTILITY POLE
	SIGN
	MEASURED DIMENSION
	RECORDED DIMENSION

CERTIFICATION:

To Meridian Township Parks & Recreation; and Bell Title Agency:

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2016 "Minimum Standard Detail Requirements for ALTA/NSPS Land Title Surveys," jointly established and adopted by ALTA and NSPS, and includes Items 1, 2, 3, 4, 7a, 8, and 9 of Table A thereof. The fieldwork was completed on November 30, 2017.

Eric R. Friesstrom
Eric R. Friesstrom Date of Plot or Map:
Professional Surveyor No. 53487
efriesstrom@kbs.com

LEGAL DESCRIPTION:

(As provided by Bell Title Agency, Reference No. 17-114477-OK, dated November 14, 2017)

A PARCEL OF LAND AS DESCRIBED IN WARRANTY DEED LIBER 3046, PAGE 551; WARRANTY DEED LIBER 3054, PAGE 144; QUIT-CLAIM DEED LIBER 3128, PAGE 811; AND QUIT-CLAIM DEED LIBER 3237, PAGE 343:

A parcel of land in the Northeast 1/4 and Southeast 1/4 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the East 1/4 corner of said Section 35; thence S00°01'30"E along the East line of said Section 35 a distance of 500.39 feet to the Easterly extension of the Northernly line of the Ponderosa No. 3, a subdivision on a part of the Southeast 1/4 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan as recorded in Liber 44 of Plats, Page 32, Ingham County Records; thence along said Northernly line and its Easterly extension the following 3 courses: S88°59'59"W 181.60 feet (recorded S89°59'30"W 143.31 feet), N41°51'03"W 179.89 feet (recorded N44°00'30"W 179.87 feet) and S39°31'27"W 115.42 feet (recorded S39°17'48"W 115.32 feet) to the Northeast corner of Lot 37, The Ponderosa No. 2, a subdivision on a part of the East 1/2 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan as recorded in Liber 42, Page 24, Ingham County Records; thence S62°32'37"W along the Northernly line of said Lot 37 a distance of 160.80 feet (recorded S60°07'49"W 160.87 feet) to the Easterly line of Banorra Drive; thence Northwesterly 86.08 feet (recorded 86.14 feet) along said Easterly line on a curve to the left, said curve having a radius of 293.00 feet, a delta angle of 125°25' (recorded 125°01'), and a chord of 65.92 feet (recorded 65.00 feet), bearing N29°14'57"W (recorded N29°37'45"W) to the Southwest corner of Lot 36, The Ponderosa No. 2; thence N59°30'00"E along the Southerly line of said Lot 36 a distance of 158.25 feet (recorded N60°07'49"E 160.16 feet); thence along the Northernly line of the Ponderosa No. 2 courses: N42°30'27"W 175.28 feet, N10°10'43"W 174.32 feet, S89°43'50"W 185.58 feet, S89°48'51"W 251.24 feet, S83°22'15"W 186.48 feet (recorded S83°38'01"W 186.48 feet), S78°58'36"W 200.22 feet (recorded S78°57'16"W 199.03 feet), S10°08'54"E 59.42 feet (recorded S09°27'20"E 60.00 feet) and S85°55'10"W 160.09 feet (recorded S85°37'28"W) to the Northwest corner of Lot 35, The Ponderosa No. 2; thence along the Westerly line of said Lot 31 the following 2 courses: S01°12'18"E 145.13 feet (recorded S01°20'12"E 145.02 feet) and S32°54'14"W 87.45 feet (recorded S33°22'38"W 87.51 feet) to the Northeast corner of Lot 18, The Ponderosa, a subdivision of a part of the East 1/2 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan as recorded in Liber 23 of Plats, Page 40, Ingham County Records; thence S80°57'50"W along the North line of said The Ponderosa 189.53 feet (recorded West 100.00 feet) to the Northeast corner of Lot 19, The Ponderosa; thence N00°00'33"W 200.00 feet; thence S09°57'56"W 260.00 feet; thence N20°31'30"W 69.50 feet to a point S20°26'42"E 18', more or less, from the water's edge of a pond; thence along an intermediate traverse line along the edge of water of said pond the following 2 courses: N23°50'18"E 115.48 feet and N12°25'27"W 216.29 feet to a point N04°50'32"E 12 feet, more or less, from the water's edge of said pond; thence N45°50'32"E 300.00 feet; thence N31°24'17"W 314.74 feet; thence S89°37'55"W 212.24 feet to the North-South 1/4 line of said Section 35; thence N07°15'39"E along said North-South 1/4 line 1207.46 feet to the Southerly line of the CSX Railroad; thence S72°28'47"E along said Southerly line 2787.00 feet to the East line of said Section 35; thence S00°48'49"W along said East line 702.06 feet to the point of beginning, said parcel containing 100.81 acres, more or less, said parcel includes of land lying between the intermediate traverse line and the edge of water of the pond, said parcel subject to all easements and restrictions, if any.

EXCEPT THE PARCEL OF LAND DEEDED TO DENNIS J. FORSBERG AND JOANN L. FORSBERG PER WARRANTY DEED RECORDED IN DOCUMENT NO. 2018-022913:

A parcel of land being part of the Southeast 1/4 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the East 1/4 corner of said Section 35; thence S00°01'30"E along the East line of said Section 35 a distance of 263.50 feet to the point of beginning of this description; thence continuing S00°01'30"E along said East line 538.09 feet to the Northeast corner of the Ponderosa No. 3, as recorded in Liber 44 of Plats, Pages 32 and 33; thence along the North line of said Plat the following 3 courses: S09°12'17"W 160.88 feet, N43°50'48"W 179.84 feet; thence S39°31'59"W 115.35 feet to the North corner of Lot 37 of the Ponderosa No. 2, as recorded in Liber 42 of Plats, Page 24, Ingham County Records; thence S62°32'37"W along the Northwesterly line of said Lot 37 a distance of 160.80 feet to a point on the Easterly line of Banorra Drive; thence Northwesterly along said Easterly line 66.03 feet along a curve to the left, said curve having a radius of 293.00 feet, a delta angle of 125°25' and a chord of 65.89 feet bearing N29°14'57"W to the South corner of Lot 36 of said The Ponderosa No. 2; thence S59°28'52"E along the Southerly line of said Lot 36 a distance of 158.20 feet to the Easterly corner of said Lot 36; thence along the Northernly line of said Lot 36 the following two courses: N42°28'32"W 175.32 feet and N51°02'26"W 174.32 feet to the North corner of said Lot 36; thence N00°02'24"W 299.80 feet; thence N89°41'58"E parallel with the East-West 1/4 line of said Section 35 a distance of 689.23 feet to the point of beginning; said parcel containing 8.34 acres, more or less; said parcel subject to all easements and restrictions if any.

AS SURVEYED:

(The following legal description describes the same parcel of land as the provided description)

A parcel of land being part of the Northeast 1/4 and Southeast 1/4 of Section 35, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the East 1/4 corner of said Section 35; thence S00°01'30"E along the East line of said Section 35 a distance of 263.48 feet; thence S89°15'58"W 669.23 feet; thence S00°02'47"E 299.85 feet to the North corner of Lot 36, The Ponderosa No. 2, Meridian Township, Ingham County, Michigan, as recorded in Liber 42 of Plats, Page 24, Ingham County Records; thence along the Northernly line of said plot of the Ponderosa No. 2 the following six courses: S88°41'17"W 185.53 feet, S89°03'07"W 251.42 feet, S83°22'36"W 185.57 feet, S78°57'06"W 200.14 feet, S09°54'57"E 59.51 feet, and S85°14'14"W 159.87 feet to the Northeast corner of Lot 31, said plot of the Ponderosa No. 2; thence along the Westerly line of said Lot 31 the following two courses: S01°11'40"E 145.25 feet and S33°30'30"W 87.44 feet to the Northeast corner of Lot 18, The Ponderosa, Meridian Township, Ingham County, Michigan, as recorded in Liber 26 of Plats, Page 40, Ingham County Records; thence S89°55'55"W along the North line of said plot of the Ponderosa 189.70 feet to the Northeast corner of Lot 19, said plot of the Ponderosa; thence N00°07'21"W 200.00 feet; thence S89°58'01"W 259.79 feet; thence N20°31'30"W 69.50 feet to a point on an intermediate traverse line; thence along said traverse line the following two courses: S20°45'04"E ±10.1 feet from the water's edge of a pond; thence along said traverse line the following two courses: N23°50'18"E 115.50 feet, and N12°25'27"W 215.99 feet to a point N04°49'50"E ±4.5 feet from the water's edge of a pond; thence N45°50'32"E 300.00 feet; thence N31°24'17"W 314.84 feet; thence S89°37'55"W 212.24 feet to the North-South 1/4 line of said Section 35; thence N07°16'10"E along said North-South 1/4 line 1206.96 feet to the Southerly right-of-way line of CSX Transportation; thence S72°28'48"E along said Southerly line 2787.11 feet to the East line of said Section 35; thence S00°48'53"E along said East line 701.44 feet to the point of beginning, said parcel containing 92.66 acres, more or less, including land up to the water's edge of the pond on the West side of the parcel; said parcel subject to all easements and restrictions if any.



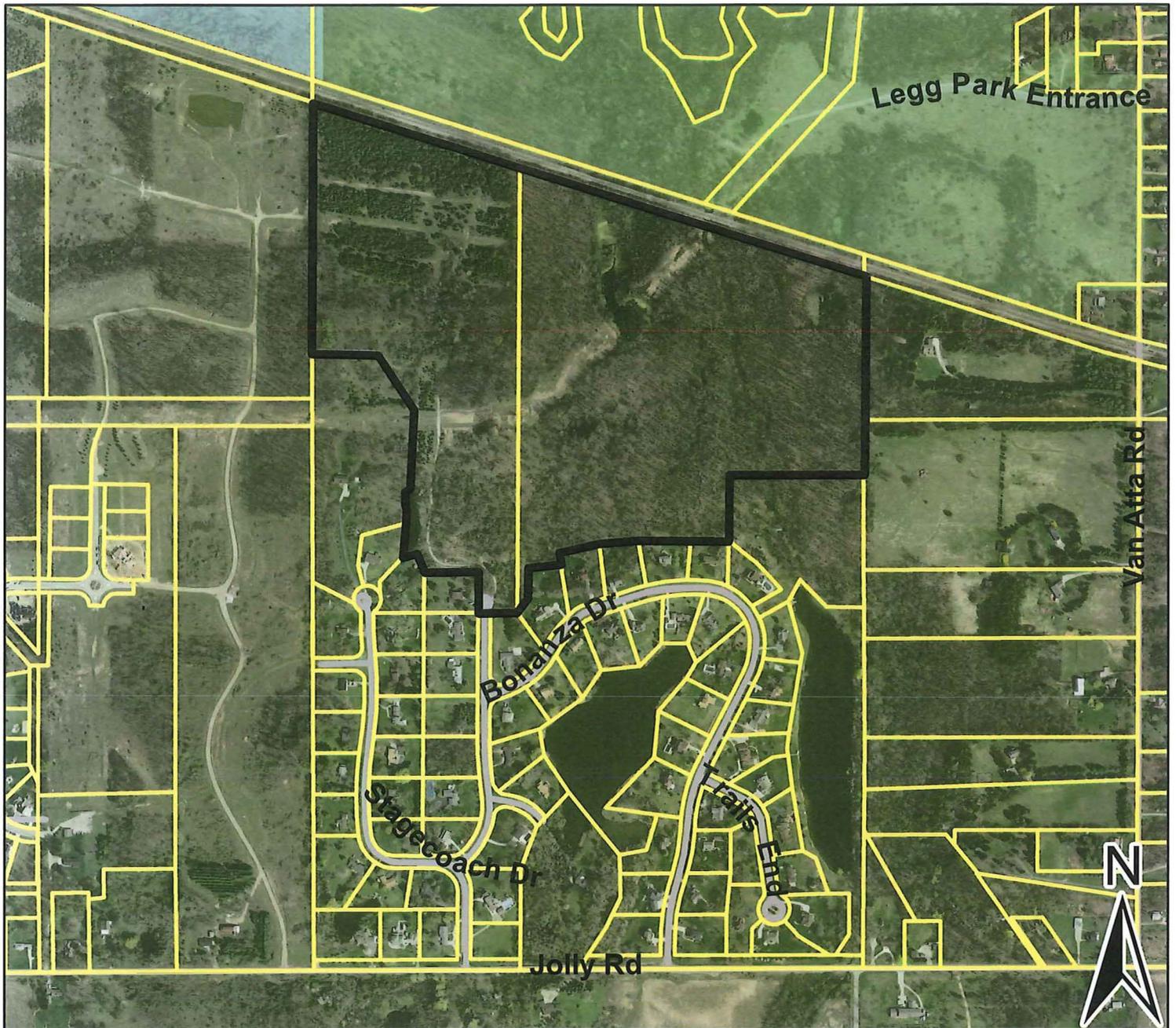
REVISIONS	COMMENTS	DATE	BY
12/21/2017	ORIGINAL		

KBS, INC. ENGINEERING AND LAND SURVEYING
218 HASLETT ROAD, HASLETT, MI 48840
PH: 517-357-3300 FAX: 517-357-3300
WWW.KBS.COM

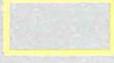
Manual Office - PH: 268-761-9800

DRAWN BY: SSF SECTION: 35, T4N, R1W
FIELD WORK BY: AH JOB NUMBER:
SHEET 1 OF 1 82948.ALT

Ponderosa Land Preserve



Legend

-  Ponderosa (89 acres)
-  Parcels
-  Legg Park
-  Red Cedar Glen Preserve
-  Roads

0 0.1 0.2 0.4 Miles

Parcel Numbers: 33-02-02-35-200-012
33-02-02-35-426-006



REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made effective as of the date of the last party to sign below (the "Effective Date"), by and between MERIDIAN CHARTER TOWNSHIP, a Michigan municipal corporation, with an address of 5151 Marsh Road, Okemos, Michigan 48864 ("Buyer"), and Ponderosa, LLC, whose address is 1108 Bonanza Drive, Okemos, Michigan 48864 ("Seller"), (collectively, the "Parties").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, THE PROPERTY, AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Agreement. This Agreement is for real estate and includes all Exhibits referred to in this Agreement and Addenda that may be attached prior to the closing date.
2. Property. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the parcels of real property commonly known as parcel identification number 33-02-02-35-200-012, identified by the legal description attached hereto as Exhibit A (to be revised upon receipt of Title Commitment), and parcel identification number 33-02-02-35-426-007, identified by the legal description attached hereto as Exhibit B (to be revised upon receipt of Title Commitment), including all mineral rights, surface and subsurface rights retained by Seller, if any; easements, contracts, and appurtenances in favor of or benefiting the land or improvements, or any portion thereof, including all right, title and interest in and to all streets abutting or serving the land or any portion thereof; and the right to make all available divisions under Section 108 of the Land Division Act, MCL 560.108, subject to existing building and use restrictions, zoning ordinances, easements, reservations, if any, and matters which would have been discovered by an accurate survey or physical inspection of the property (collectively the "Property").
3. Purchase Price for the Property. Buyer shall pay to Seller in consideration for the Property a purchase price of \$1,000,000.00 (One Million dollars) (the "Purchase Price"), which shall be paid by Buyer to Seller, subject to the terms and conditions of this Agreement, in the following manner:
 - (a) Within ten (10) days following the Effective Date, Buyer shall deliver to Transnation Title Agency of Michigan, located at 1675 Water Tower Place, Suite 200, East Lansing, Michigan 48823, Attn: Kim Audia (the "Title Company") the sum of Ten Thousand Dollars (\$10,000.00) representing an earnest money deposit hereunder (the "Deposit"). The Deposit shall be held, applied, paid or refunded by the Title Company pursuant to the terms of this Agreement and its standard Earnest Money Deposit agreement modified as acceptable to the Parties and the Title Company.
 - (b) At closing, the Title Company shall release the Deposit to Seller and Buyer shall pay Seller the balance of the Purchase Price, adjusted by the amount of any prorations and adjustments required by this Agreement.

(c) Buyer will pay the incidental costs required to convey clear title, including the closing fee charged by the title company, appraisal required by Michigan Department of Natural Resources, all transfer taxes on Deeds, preparation of Deeds, recording fees, and other documents necessary to convey clear title. If Seller wishes to obtain an appraisal in connection with a charitable contribution deduction, Seller shall be responsible for such cost.

4. **Charitable Contribution.** The Parties acknowledge that the most recent appraisal of the Property reflects a value Two Hundred Twenty Five Thousand Dollars (\$225,000.00) higher than the Purchase Price and such excess value is being donated by Seller as a charitable contribution. In the event Seller elects to seek a federal or state tax deduction for a charitable contribution, Buyer shall cooperate with Seller.
5. **Method of Payment.** All monies must be paid in U.S. funds in the form of U.S. cash, certified check, cashiers' check or bank money order or wire transfer. The sale will be completed by payment in full upon delivery of a Warranty Deed, subject to the matters described herein.
6. **Special Assessments.** Special assessments which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the Seller.
7. **Taxes.** Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. Taxes which are first billed in year of Closing will be prorated so that Seller will pay taxes from the first of the year to Closing Date and Buyer will pay taxes for balance of the year, including day of Closing. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.
8. **Use Restrictions.** The Property shall be used for public purposes and is being purchased by Buyer under Buyer's Land Preservation Ordinance and shall be subject to all restrictions and conditions of use in that ordinance. The Deed shall contain the following restriction: "The Property shall be used for public purposes and is being purchased pursuant to Meridian Township's Land Preservation Ordinance (the "Ordinance") and is subject to all restrictions on use as set forth in that Ordinance effective as of the date of this deed."
9. **Title Insurance:** Buyer may purchase an owner's policy of title insurance in the amount of the Purchase Price showing good and marketable title. Upon receipt of the commitment, Buyer shall promptly provide a copy to Seller. Buyer shall have fourteen (14) days to provide Seller with written notice of any objections, but in no event later than the expiration of the Inspection Period (as defined below). Seller will then have thirty (30) days after receiving written notice to remedy the claimed defect(s). If Seller is unable or unwilling to remedy the defect(s) within thirty (30) days, Buyer shall have the option of either (i) waiving any defect(s) and the Parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminating this Agreement by written notice to Seller, in which case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.

10. Approvals. The Parties agree that Buyer's purchase of the Property is subject to review by the Meridian Charter Township Planning Commission and approval of the Meridian Charter Township Board. If such approval has not been granted within 30 days after the date of this Agreement, either party may terminate this Agreement by written notice to the other party. In the event the Agreement is terminated under this Section 10, the Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligations under this Agreement.
11. Closing Date. Sale will be closed within ten (10) days after all necessary closing documents are ready. Sale will be closed by March 30, 2018, unless extended by written addendum to this Agreement. At closing the Parties will execute all documents reasonably required by the Title Company, the Michigan Department of Natural Resources, or the Michigan Natural Resources Trust Fund to close the transaction pursuant to this agreement. Notwithstanding the foregoing, Seller may unilaterally extend the closing date for a reasonable period of time (but not more than 45 days) if a new or updated appraisal is required in connection with the charitable contribution. Notwithstanding the foregoing, Buyer may unilaterally extend the closing date for a reasonable period of time (but not more than 45 days) if needed arising out of or in connection with requirements of the Michigan Natural Resources Trust Fund, including but not limited to the requirements of the Land Acquisition Project Agreement, Project Number TF16-0088.
12. Inspection Period. Buyer shall have sixty (60) days ("Inspection Period") from the Effective Date of this Agreement to perform all inspections, appraisals, tests, studies or assurances desired by Buyer to show to Buyer's satisfaction that the Property is usable by Buyer for its intended purpose at a cost and expense acceptable to Buyer in its sole and absolute discretion.

During the Inspection Period, Seller shall provide access to the Property for Buyer and Buyer's agents and contractors at reasonable times for the inspections. Buyer will assure that all its agents and contractors who will have access to the Property are covered by liability insurance and worker's compensation insurance. Buyer will restore any portion of the Property disturbed or damaged by its inspections. Buyer will indemnify Seller for any claim for any injury to person or property to occur and in any way related to or to arise from the inspections, which indemnity shall extend to all costs incurred by Seller in connection with any such claim, including all legal fees and expenses. Buyer will return the Property to substantially the same condition that existed prior to any inspection.

Buyer may extend the Inspection Period by up to thirty (30) additional days by giving Seller notice of such extension on or before expiration of the initial Inspection Period.

If Buyer, in its sole discretion, determines that the condition of the Property is unsatisfactory, Buyer may, at its option at any time prior to 5:00 p.m., local time, on or before the expiration of the Inspection Period, as may be extended (the "Notification Date"), elect in writing to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer, and the Parties shall have no further rights or obligations under this Agreement. If Buyer does *not provide*

Seller with notice of termination on or before the Notification Date, Buyer shall be deemed to have elected not to terminate this Agreement under this Section, and the Parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

13. **Survey.** During the Inspection Period, Buyer may order, at its own expense, a new ALTA survey (the "Survey") of the Property, showing the legal description of the Property, any boundary encroachments that may impact the Property, all easements affecting the Property and such other matters desired by Buyer. If Buyer is not satisfied with the Property as shown by the Survey, Buyer may terminate this Agreement within the Inspection Period by written notice to Seller, in which case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.
14. **Environmental Matters.** During the Inspection Period, Buyer may, at its own expense, conduct such environmental site evaluations of the Property as Buyer or its lender deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Buyer is not satisfied with the Property as shown by the Site Investigation Reports, Buyer may terminate this Agreement within the Inspection Period by written notice to Seller, in which case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.
15. **Representations of Seller.** Seller hereby represents to Buyer that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, but without additional investigation by Seller:
 - A. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Property and has not entered into any contract to sell the Property as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.
 - B. Seller has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.
 - C. Seller will convey the Property to Buyer pursuant to the Warranty Deed, subject to the matters described herein.
 - D. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Buyer or Buyer's title to or use of the Property, either before or after Closing.

- E. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

IN THE EVENT BUYER CONCLUDES THE PURCHASE OF THE PROPERTY, BUYER'S PURCHASE OF THE PROPERTY WILL BE "**AS-IS, WHERE-IS, WITH ALL FAULTS**" AND, WITHOUT WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS SECTION 15 OF THIS AGREEMENT. BUYER'S DECISION TO PURCHASE THE PROPERTY SHALL BE SOLELY THE RESULT OF ITS AND ITS AGENTS' AND CONSULTANTS' INSPECTION AND INVESTIGATION OF THE PROPERTY (OR ITS FAILURE TO OBTAIN ANY SUCH INSPECTION AND INVESTIGATION) AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO (WHICH IT WILL INDEPENDENTLY INVESTIGATE) AND IT WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE, INACCURATE, INADEQUATE OR OTHERWISE FAIL TO PROPERLY OR FULLY DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

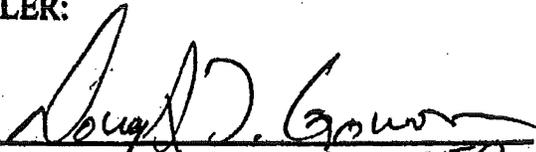
16. Representations of Buyer. Buyer hereby represents to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:
- A. Buyer has the full power and authority to execute, deliver and perform this Agreement and all of Buyer's obligations under this Agreement; and
 - B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.
17. Default and Remedies.
- A. Buyer's Default; Seller's Remedy. If the Buyer fails to close on the purchase of the Property, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller shall receive the Deposit paid by Buyer to the Title Company, except as otherwise provided in this Agreement.
 - B. Seller's Default; Buyer's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, then Buyer shall be entitled to (i) terminate this Agreement, and (ii) seek return of the Deposit, or (iii) seek specific performance of this Agreement.
 - C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions *required to*

cure such default. The recipient of such notice of default shall have 10 days to cure the alleged default.

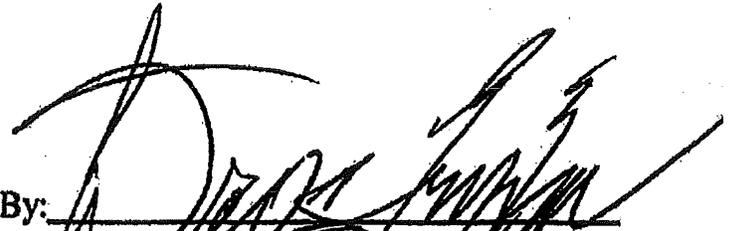
18. **Assignment of Agreement.** Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.
19. **Miscellaneous.**
 - A. **TIME IS OF THE ESSENCE OF THIS AGREEMENT.**
 - B. This Agreement shall be governed by and construed under the laws of the state of Michigan.
 - C. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Buyer with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Buyer.
 - D. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.
 - E. This Agreement may be validly executed and delivered by facsimile transfer or other electronic transmission, including but not limited to electronic mail. Any signer who executes this document and transmits this document by electronic transmission intends that the electronic transmission of their signature is to be deemed an original signature for all purposes. This Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute one and the same Agreement.
 - F. Each party shall be responsible for their own costs and attorney fees to consummate this transaction, except as otherwise provided in this Agreement. Seller is not entitled to any to any reimbursement from Buyer or the Michigan Natural Resources Trust Fund.
 - G. The Parties agree that a portion of the purchase price will be provided by the Michigan Natural Resources Trust Fund.
 - H. The Parties will execute all required documents and take any other such actions required to satisfy the requirements of the Michigan Natural Resources Trust Fund, including but not limited to the requirements of the Land Acquisition Project Agreement, Project Number TF16-0088. Those documents include, but are not limited to:
 - i. Statement of Just Compensation
 - ii. Offer to Purchase (With Land Donation)/Waiver of Just Compensation
 - iii. Seller's Waiver of Reimbursement of Incidental Expenses (if required)
 - iv. Closing statement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last party to sign below.

SELLER:

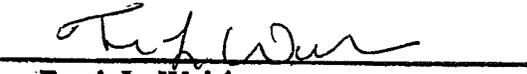
By: 
Ponderosa, LLC MEMBER
Its:

Dated: 2-9-2018

By: 
Ponderosa, LLC
Its:

Dated: 2/7/18

BUYER: Charter Township of Meridian

By: 
Frank L. Walsh
Its: Township Manager

Dated: 2-12-2018

EXHIBIT A

(to be revised upon receipt of Title Commitment)

M35-6 THE W 92 ACRES OF THAT PART OF E 1/2 OF SEC 35 LYING S OF PMRR R/W EXC- THE PONDEROSA SUB ALSO EXC- BEG @ THE NW COR LOT 1 PONDE- ROSA SUB -N 0 DEG PT'19"W ALONG NS 1/4 LN 901 .58 FT TO CEN OF SEC 35 -N 0 DEG 02'25"W 349.08 FT ON 1/4 LN -N 89 DEG 57'35"E 314.81 FT -S 33 DEG 18'24"E 314.74 FT -S 04 DEG 43'26" W 389.65 FT -S 59 DEG 54'16"W 28.48 FT -S 0 DEG 47'24"E 149.57 FT -ALG TRAVERSE LN S 06 DEG 04'47"W 166 FT -CONT ALG POND ON TRAVER LN N 73 DEG 05'16"E 74.41 FT -S 20 DEG 43'50" E 98.62 FT -E 260 FT -S 200 FT TO NE COR LOT 19 SD SUB -W ALG N LN PONDEROSA SUB TO POB ALSO EXC- ALL LANDS BETWEEN TRAVERSE LN & POND ALSO SUBJECT TO CONSUMERS POWER CO 132 FT WIDE EASEMENT AS DESC IN LIBER 1507 PAGE 1243 SEC 35 TRNR1W 37 AC M/L

EXHIBIT B

(to be revised upon receipt of Title Commitment)

(M 35-4) THAT PART OF E 1/2 OF SEC 35 T4N R1W LYING S OF PMRR R/W EXC W 92 A THEREOF. ALSO SUBJ TO 132 FT WIDE ESMT ACROSS SD LAND FOR CONSUMERS POWER CO. ALSO EXC PLATS OF THE PONDEROSA, THE PONDEROSA NO 2 AND THE PONDEROSA NO 3. ALSO EXC BEG AT SE COR OF THE PONDEROSA - N 485 FT - N21D14'18"E 220 FT - N42D39'40"E 225.51 FT - S39D00'44"E 392.51 FT - S01D10'10"E 205.05 FT - S24D 36'51"W 158.4 FT - S33D00'10"W 239.79 FT - S89D50 30"W ALNG S SEC LN 287.2 FT TO POB. ALSO EXC BEG AT NE COR OF LOT 17 THE PONDEROSA - S34D44'36"E 205.47 FT TO PT 18 FT NW'LY FROM EDGE OF PONDEROSA POND - S54D01'02"W 60 FT ALNG TRAV LN - N18D33'54"W ALNG E LN OF SD LOT 17 215.29 FT TO POB. ALSO EXC COM AT E 1/4 COR OF SEC 35 - S00D01'25"E ALNG E SEC LN 263.5 FT TO POB - S00D01'25"E ALNG SD E LN 638.09 FT - ALNG N LN OF THE PONDEROSA NO 3 FOLLOWING 3 COURSES: S89D01'27"W 180.88 FT, N43D50'48"W 179.84 FT & S39D31'59"W 115.35 FT - S60D21'53"W ALNG NW'LY LN OF LOT 37 THE PONDEROSA NO 2 160.85 FT - NW'LY ALNG E'LY LN OF BONANZA DR 66.03 FT ALNG CURVE TO LEFT RAD OF 293.68 FT CHD BRG N29D12'31"W 65.89 FT - N59D29'35"E ALNG SE'LY LN OF SD LOT 36 158.2 FT - ALNG NE'LY LN OF SD LOT 36 N42D28'52"W 175.32 FT & N51D05'26"W 174.32 FT TO N COR OF SD LOT 36 - N00D10'24"W 299.85 FT - N89D41'58"E PLL WITH EW 1/4 LN 669.23 FT TO POB 51.9 A M/L

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Redlined
version
(old)

REAL ESTATE PURCHASE AGREEMENT

This REAL ESTATE PURCHASE AGREEMENT (the "Agreement") is made effective as of the date of the last party to sign below (the "Effective Date"), by and between MERIDIAN CHARTER TOWNSHIP, a Michigan municipal corporation, with an address of 5151 Marsh Road, Okemos, Michigan 48864 ("Buyer"), and Ponderosa, LLC, whose address is 1108 Bonanza Drive, Okemos, Michigan 48864 ("Seller"), (collectively, the "Parties").

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS, THE PROPERTY, AND OTHER GOOD AND VALUABLE CONSIDERATION SET FORTH HEREIN, THE RECEIPT AND SUFFICIENCY OF WHICH IS HEREBY ACKNOWLEDGED, THE PARTIES AGREE AS FOLLOWS:

1. Agreement. This Agreement is for real estate and includes all Exhibits referred to in this Agreement and Addenda that may be attached prior to the closing date.
2. Property. Seller has agreed to sell to Buyer and Buyer has agreed to purchase from Seller the parcels of real property commonly known as parcel identification number 33-02-02-35-200-012, identified by the legal description attached hereto as Exhibit A (to be revised upon receipt of Title Commitment), and parcel identification number 33-02-02-35-426-007, identified by the legal description attached hereto as Exhibit B (to be revised upon receipt of Title Commitment), including all mineral rights, surface and subsurface rights retained by Seller, if any; easements, contracts, and appurtenances in favor of or benefiting the land or improvements, or any portion thereof, including all right, title and interest in and to all streets abutting or serving the land or any portion thereof; and the right to make all available divisions under Section 108 of the Land Division Act, MCL 560.108, subject to existing building and use restrictions, zoning ordinances, easements, reservations, if any, and matters which would have been discovered by an accurate survey or physical inspection of the property (collectively the "Property").
3. Purchase Price for the Property. Buyer shall pay to Seller in consideration for the Property a purchase price of \$1,000,000.00 (One Million dollars) (the "Purchase Price"), which shall be paid by Buyer to Seller, subject to the terms and conditions of this Agreement, in the following manner:
 - (a) Within ten (10) days following the Effective Date, Buyer shall deliver to Transnation Title Agency of Michigan, located at 1675 Water Tower Place, Suite 200, East Lansing, Michigan 48823, Attn: Kim Audia (the "Title Company") the sum of Ten Thousand Dollars (\$10,000.00) representing an earnest money deposit hereunder (the "Deposit"). The Deposit shall be held, applied, paid or refunded by the Title Company pursuant to the terms of this Agreement and its standard Earnest Money Deposit agreement modified as acceptable to the Parties and the Title Company.
 - (b) At closing, the Title Company shall release the Deposit to Seller and Buyer shall pay Seller the balance of the Purchase Price, adjusted by the amount of any prorations and adjustments required by this Agreement.

(c) Buyer will pay the incidental costs required to convey clear title, including the closing fee charged by the title company, appraisal required by Michigan Department of Natural Resources, all transfer taxes on Deeds, preparation of Deeds, recording fees, and other documents necessary to convey clear title. ~~Seller will pay for any additional incidental costs incurred by it and specifically waives reimbursement for any such incidental costs~~ If Seller wishes to obtain an appraisal in connection with a charitable contribution deduction, Seller shall be responsible for such cost.

4. Charitable Contribution. The Parties acknowledge that the most recent appraisal of the Property reflects a value Two Hundred Twenty Five Thousand Dollars (\$225,000.00) higher than the Purchase Price and such excess value is being donated by Seller as a charitable contribution. In the event Seller elects to seek a federal or state tax deduction for a charitable contribution, Buyer shall cooperate with Seller.
5. Method of Payment. All monies must be paid in U.S. funds in the form of U.S. cash, certified check, cashiers' check or bank money order or wire transfer. The sale will be completed by payment in full upon delivery of a Warranty Deed, subject to the matters described herein.
6. Special Assessments. Special assessments which are or become a lien on the property on or before date of Closing of this Agreement will be paid by the Seller.
7. Taxes. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. Taxes which are first billed in year of Closing will be prorated so that Seller will pay taxes from the first of the year to Closing Date and Buyer will pay taxes for balance of the year, including day of Closing. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted and prorated.
8. Use Restrictions. The Property shall be used for public purposes and is being purchased by Buyer under Buyer's Land Preservation Ordinance and shall be subject to all restrictions and conditions of use in that ordinance. The Deed shall contain the following restriction: "The Property shall be used for public purposes and is being purchased pursuant to Meridian Township's Land Preservation Ordinance (the "Ordinance") and is subject to all restrictions on use as set forth in that Ordinance effective as of the date of this deed."
9. Title Insurance: Buyer may purchase an owner's policy of title insurance in the amount of the Purchase Price showing good and marketable title. Upon receipt of the commitment, Buyer shall promptly provide a copy to Seller. Buyer shall have fourteen (14) days to provide Seller with written notice of any objections, but in no event later than the expiration of the Inspection Period (as defined below). Seller will then have thirty (30) days after receiving written notice to remedy the claimed defect(s). If Seller is unable or unwilling to remedy the defect(s) within thirty (30) days, Buyer shall have the option of either (i) waiving any defect(s) and the Parties shall continue to perform their obligations, subject to the terms and conditions of this Agreement; or (ii) terminating this Agreement by written notice to Seller, in which

case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.

10. Approvals. The Parties agree that Buyer's purchase of the Property is subject to review by the Meridian Charter Township Planning Commission and approval of the Meridian Charter Township Board. If such approval has not been granted within ~~90~~30 days after the date of this Agreement, either party may terminate this Agreement by written notice to the other party. In the event the Agreement is terminated under this Section 10, the Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligations under this Agreement.
11. Closing Date. Sale will be closed within ten (10) days after all necessary closing documents are ready. Sale will be closed by March 30, 2018, unless extended by written addendum to this Agreement. At closing the Parties will execute all documents reasonably required by the Title Company, the Michigan Department of Natural Resources, or the Michigan Natural Resources Trust Fund to close the transaction pursuant to this agreement. Notwithstanding the foregoing, Seller may unilaterally extend the closing date for a reasonable period of time (but not more than 45 days) if a new or updated appraisal is required in connection with the charitable contribution. Notwithstanding the foregoing, Buyer may unilaterally extend the closing date for a reasonable period of time (but not more than 45 days) if needed arising out of or in connection with requirements of the Michigan Natural Resources Trust Fund, including but not limited to the requirements of the Land Acquisition Project Agreement, Project Number TF16-0088.
12. Inspection Period. Buyer shall have sixty (60) days ("Inspection Period") from the Effective Date of this Agreement to perform all inspections, appraisals, tests, studies or assurances desired by Buyer to show to Buyer's satisfaction that the Property is usable by Buyer for its intended purpose at a cost and expense acceptable to Buyer in its sole and absolute discretion.

During the Inspection Period, Seller shall provide access to the Property for Buyer and Buyer's agents and contractors at reasonable times for the inspections. Buyer will assure that all its agents and contractors who will have access to the Property are covered by liability insurance and worker's compensation insurance. Buyer will restore any portion of the Property disturbed or damaged by its inspections. Buyer will indemnify Seller for any claim for any injury to person or property to occur and in any way related to or to arise from the inspections, which indemnity shall extend to all costs incurred by Seller in connection with any such claim, including all legal fees and expenses. Buyer will return the Property to substantially the same condition that existed prior to any inspection.

Buyer may extend the Inspection Period by up to thirty (30) additional days by giving Seller notice of such extension on or before expiration of the initial Inspection Period.

If Buyer, in its sole discretion, determines that the condition of the Property is unsatisfactory, Buyer may, at its option at any time prior to 5:00 p.m., local time, on or before the expiration of the Inspection Period, as may be extended (the

"Notification Date"), elect in writing to terminate this Agreement. If Buyer elects to terminate this Agreement, the Deposit shall be returned to Buyer, and the Parties shall have no further rights or obligations under this Agreement. If Buyer does not provide Seller with notice of termination on or before the Notification Date, Buyer shall be deemed to have elected not to terminate this Agreement under this Section, and the Parties shall proceed to perform their respective obligations in accordance with and subject to the terms and conditions of this Agreement.

13. Survey. During the Inspection Period, Buyer may order, at its own expense, a new ALTA survey (the "Survey") of the Property, showing the legal description of the Property, any boundary encroachments that may impact the Property, all easements affecting the Property and such other matters desired by Buyer. If Buyer is not satisfied with the Property as shown by the Survey, Buyer may terminate this Agreement within the Inspection Period by written notice to Seller, in which case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.
14. Environmental Matters. During the Inspection Period, Buyer may, at its own expense, conduct such environmental site evaluations of the Property as Buyer or its lender deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Buyer is not satisfied with the Property as shown by the Site Investigation Reports, Buyer may terminate this Agreement within the Inspection Period by written notice to Seller, in which case Buyer shall receive a refund of the Deposit, and the Parties shall have no further liability or obligation under this Agreement.
15. Representations of Seller. Seller hereby represents to Buyer that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, but without additional investigation by Seller:
 - A. Seller has the right, power and authority to enter into this Agreement and to sell the Property in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Property and has not entered into any contract to sell the Property as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.
 - B. Seller has not received any notice of, and has no knowledge of, existing violations on the Property or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.
 - C. Seller will convey the Property to Buyer pursuant to the Warranty Deed, subject to the matters described herein.
 - D. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Property, and Seller

does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Buyer or Buyer's title to or use of the Property, either before or after Closing.

- E. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

IN THE EVENT BUYER CONCLUDES THE PURCHASE OF THE PROPERTY, BUYER'S PURCHASE OF THE PROPERTY WILL BE "AS-IS, WHERE-IS, WITH ALL FAULTS" AND, WITHOUT WARRANTIES, REPRESENTATIONS AND COVENANTS OF SELLER EXPRESS OR IMPLIED, EXCEPT THOSE EXPRESSLY SET FORTH IN THIS SECTION 15 OF THIS AGREEMENT. BUYER'S DECISION TO PURCHASE THE PROPERTY SHALL BE SOLELY THE RESULT OF ITS AND ITS AGENTS' AND CONSULTANTS' INSPECTION AND INVESTIGATION OF THE PROPERTY (OR ITS FAILURE TO OBTAIN ANY SUCH INSPECTION AND INVESTIGATION) AND ON DOCUMENTS AND OTHER MATERIALS RELATED THERETO (WHICH IT WILL INDEPENDENTLY INVESTIGATE) AND IT WILL BEAR ANY RISK THAT SUCH INSPECTIONS, INVESTIGATIONS, DOCUMENTS AND OTHER MATERIALS ARE INCOMPLETE, INACCURATE, INADEQUATE OR OTHERWISE FAIL TO PROPERLY OR FULLY DISCLOSE ANY MATERIAL PROBLEM WITH RESPECT TO THE PROPERTY. WITHOUT LIMITING THE FOREGOING, BUYER ACKNOWLEDGES THAT, EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, SELLER HAS NOT MADE ANY REPRESENTATIONS AND WARRANTIES ON WHICH BUYER IS RELYING AS TO ANY MATTERS CONCERNING THE PROPERTY.

- 16. Representations of Buyer. Buyer hereby represents to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:
 - A. Buyer has the full power and authority to execute, deliver and perform this Agreement and all of Buyer's obligations under this Agreement; and
 - B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Buyer are and shall be duly authorized to sign the same on Buyer's behalf and to bind Buyer thereto.

- 17. Default and Remedies.
 - A. Buyer's Default; Seller's Remedy. If the Buyer fails to close on the purchase of the Property, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller ~~may~~shall receive the Deposit paid by Buyer to the Title Company, except as otherwise provided in this Agreement.
 - B. Seller's Default; Buyer's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, then Buyer shall be entitled to (i) terminate this

Agreement, and (ii) seek return of the Deposit, or (iii) seek specific performance of this Agreement.

- C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 10 days to cure the alleged default.

18. Assignment of Agreement. Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Buyer with respect to the conveyance of the Property and all other matters contained herein and constitutes the sole and entire agreement between Seller and Buyer with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Buyer.

D. This Agreement shall inure to the benefit of and bind the Parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

E. This Agreement may be validly executed and delivered by facsimile transfer or other electronic transmission, including but not limited to electronic mail. Any signer who executes this document and transmits this document by electronic transmission intends that the electronic transmission of their signature is to be deemed an original signature for all purposes. This Agreement may be executed in one or more counterparts, each of which when taken together, shall constitute one and the same Agreement.

F. Each party shall be responsible for their own costs and attorney fees to consummate this transaction, except as otherwise provided in this Agreement. Seller is not entitled to any to any reimbursement from Buyer or the Michigan Natural Resources Trust Fund.

G. The Parties agree that a portion of the purchase price will be provided by the Michigan Natural Resources Trust Fund.

H. The Parties will execute all required documents and take any other such actions required to satisfy the requirements of the Michigan Natural Resources Trust Fund, including but not limited to the requirements of the Land Acquisition Project Agreement, Project Number TF16-0088. Those documents include, but are not limited to:

- i. Statement of Just Compensation

- ii. Offer to Purchase (With Land Donation)/Waiver of Just Compensation
- iii. Seller's Waiver of Reimbursement of Incidental Expenses (if required)
- iv. Closing statement

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement as of the date of the last party to sign below.

SELLER:

By: _____
Ponderosa, LLC
Its:

By: _____
Ponderosa, LLC
Its:

Dated: _____

Dated: _____

BUYER: Charter Township of Meridian

By: _____
Frank L. Walsh
Its: Township Manager

Dated: _____

EXHIBIT A

(to be revised upon receipt of Title Commitment)

M35-6 THE W 92 ACRES OF THAT PART OF E 1/2 OF SEC 35 LYING S OF PMRR R/W EXC- THE PONDEROSA SUB ALSO EXC- BEG @ THE NW COR LOT 1 PONDE- ROSA SUB -N 0 DEG PT'19"W ALONG NS 1/4 LN 901 .58 FT TO CEN OF SEC 35 -N 0 DEG 02'25"W 349.08 FT ON 1/4 LN -N 89 DEG 57'35"E 314.81 FT -S 33 DEG 18'24"E 314.74 FT -S 04 DEG 43'26" W 389.65 FT -S 59 DEG 54'16"W 28.48 FT -S 0 DEG 47'24"E 149.57 FT -ALG TRAVERSE LN S 06 DEG 04'47"W 166 FT -CONT ALG POND ON TRAVER LN N 73 DEG 05'16"E 74.41 FT -S 20 DEG 43'50" E 98.62 FT -E 260 FT -S 200 FT TO NE COR LOT 19 SD SUB -W ALG N LN PONDEROSA SUB TO POB ALSO EXC- ALL LANDS BETWEEN TRAVERSE LN & POND ALSO SUBJECT TO CONSUMERS POWER CO 132 FT WIDE EASEMENT AS DESC IN LIBER 1507 PAGE 1243 SEC 35 TRNR1W 37 AC M/L

EXHIBIT B

(to be revised upon receipt of Title Commitment)

(M 35-4) THAT PART OF E 1/2 OF SEC 35 T4N R1W LYING S OF PMRR R/W EXC W 92 A THEREOF. ALSO SUBJ TO 132 FT WIDE ESMT ACROSS SD LAND FOR CONSUMERS POWER CO. ALSO EXC PLATS OF THE PONDEROSA, THE PONDEROSA NO 2 AND THE PONDEROSA NO 3. ALSO EXC BEG AT SE COR OF THE PONDEROSA - N 485 FT - N21D14'18"E 220 FT - N42D39'40"E 225.51 FT - S39D00'44"E 392.51 FT - S01D10'10"E 205.05 FT - S24D 36'51"W 158.4 FT - S33D00'10"W 239.79 FT - S89D50 30"W ALNG S SEC LN 287.2 FT TO POB. ALSO EXC BEG AT NE COR OF LOT 17 THE PONDEROSA - S34D44'36"E 205.47 FT TO PT 18 FT NW'LY FROM EDGE OF PONDEROSA POND - S54D01'02"W 60 FT ALNG TRAV LN - N18D33'54"W ALNG E LN OF SD LOT 17 215.29 FT TO POB. ALSO EXC COM AT E 1/4 COR OF SEC 35 - S00D01'25"E ALNG E SEC LN 263.5 FT TO POB - S00D01'25"E ALNG SD E LN 638.09 FT - ALNG N LN OF THE PONDEROSA NO 3 FOLLOWING 3 COURSES: S89D01'27"W 180.88 FT, N43D50'48"W 179.84 FT & S39D31'59"W 115.35 FT - S60D21'53"W ALNG NW'LY LN OF LOT 37 THE PONDEROSA NO 2 160.85 FT - NW'LY ALNG E'LY LN OF BONANZA DR 66.03 FT ALNG CURVE TO LEFT RAD OF 293.68 FT CHD BRG N29D12'31"W 65.89 FT - N59D29'35"E ALNG SE'LY LN OF SD LOT 36 158.2 FT - ALNG NE'LY LN OF SD LOT 36 N42D28'52"W 175.32 FT & N51D05'26"W 174.32 FT TO N COR OF SD LOT 36 - N00D10'24"W 299.85 FT - N89D41'58"E PLL WITH EW 1/4 LN 669.23 FT TO POB 51.9 A M/L

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12.A

To: Township Board
From: Mark Kieselbach, Director of Community Planning and Development
Date: February 7, 2018
Re: Wetland Use Permit #18-01 (Mayberry Homes), enclose portion of the Unruh Drain to accommodate road crossing for Silverstone Estates.

The public hearing for Wetland Use Permit #18-01 was held at the Township Board meeting on February 6, 2018. The wetland use permit is in association with the development of Silverstone Estates, a 25 lot single-family subdivision located on the east side of Powell Road and north of Grand River Avenue.

The applicant is proposing to enclose 192 feet of the Unruh Drain to facilitate the road crossing for the subdivision. Enclosing of the drain includes the placement of approximately 1032 cubic yards of fill impacting an area of 0.04 acre (1,742 square feet) of regulated wetland along the bottom of the drain. To compensate for the loss of wetland, an area of 0.37 acre (16,117 square feet) of wetland mitigation is proposed in the storm water detention area being constructed for the subdivision. The requested wetland use permit mirrors the permit approved by the Township Board in 2016. Both the Environmental Commission and Township Environmental Consultant recommended approval of the wetland use permit in 2016. The Michigan Department of Environmental Quality (MDEQ) issued a permit in 2016 which is valid until 2021.

The Township Board has the option to approve, approve with conditions or deny Wetland Use Permit #18-01. A resolution consistent with the approval in 2016 has been provided for the Board's consideration.

Move to adopt the resolution approving Wetland Use Permit #18-01 with the conditions set forth in the resolution of approval.

Attachments

1. Resolution to approve

RESOLUTION TO APPROVE

**Wetland Use Permit #18-01
(Mayberry Homes)
Silverstone Estates**

RESOLUTION

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Municipal Building, in said Township on the 20th day of February 2018, at 6:00 p.m., Local Time.

PRESENT: _____

ABSENT: _____

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

WHEREAS, Mayberry Homes has requested a wetland use permit (Wetland Use Permit #18-01) to enclose 192 feet of the Unruh Drain to facilitate the road crossing for the proposed Silverstone Estates subdivision located east of Powell Road and north of Grand River Avenue impacting an area of 0.04 acre of regulated wetland; and

WHEREAS, the Township Wetland Protection Ordinance, Section 22-151, requires a wetland use permit for the proposed activity impacting a regulated wetland; and

WHEREAS, the Township Board held a public hearing on Wetland Use Permit #18-01 at its meeting on February 6, 2018 and has reviewed the staff material forwarded under cover memorandum dated February 1, 2018; and

WHEREAS, the Township Board on December 16, 2016 issued Wetland Use Permit #16-05 but the permit expired and the applicant is requesting a permit for the same proposed work; and

WHEREAS, the Township's Environmental Commission and the Township Environmental Consultant recommended approval with conditions of the pervious wetland use permit; and

WHEREAS, Wetland Use Permit #18-01 is consistent with the wetland use permit issued in 2016; and

WHEREAS, the Michigan Department of Environmental Quality on October 19, 2016 issued Wetland Permit No. WRP004822 for the proposed activity in a regulated wetland; and

WHEREAS, crossing the open drain appears to be necessary and unavoidable in order to access the subject site; and

WHEREAS, wetland impact is limited to an area of low-quality emergent and scrub-shrub wetland located within the drain; and

**Resolution to Approve
WUP #18-01 (Mayberry Homes)
Page 2**

WHEREAS, construction of wetland mitigation in the proposed storm water detention basin would benefit the existing wetland by providing groundwater recharge, water storage and improvement to water quality; and

NOW THEREFORE, BE IT RESOLVED THE TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN, pursuant to Article 4 of Section 22 of the Township Code of Ordinances, hereby approves Wetland Use Permit #18-01 with the following conditions:

1. Approval is based on the wetland application prepared by Marx Wetlands LLC, dated July 21, 2016 and the plans prepared by Enger Surveying and Engineering dated July 20, 2016 subject to revisions as required.
2. The applicant shall obtain all necessary permits, licenses and approvals from the Ingham County Drain Commissioner's office, and the Township prior to any work taking place. Copies of all permits, licenses and approvals shall be submitted to the Department of Community Planning & Development.
3. The applicant shall implement appropriate erosion and sedimentation control measures during construction to ensure there are no impacts to the wetland mitigation area as a result of eroding soil.
4. Prior to construction, erosion control fencing shall be installed to prevent sedimentation from infiltrating into the wetlands. The erosion control fencing shall be maintained throughout the duration of the project and shall be removed after construction is completed and the area is stabilized.
5. The applicant shall periodically inspect the subject site during the first year after construction to identify and correct any erosion issues.
6. All excavation spoils including organic and inorganic soils, vegetation, and debris shall not be placed in wetland and shall be placed above the ordinary high water mark, levelled and stabilized with sod and or see, and mulched, in such a manner as not to erode into any waterbody, wetland or floodplain.
7. No fill or excess soil or other material shall be placed in any wetland or surface water area not specifically authorized by this permit, its plans and specifications.
8. The applicant shall submit a wetland mitigation and monitoring plan to the Director of Community Planning and Development for approval. The wetland mitigation plan shall include:
 - Specifications for the recommended native seed mixtures, including species name (both botanical and common), ounces per acre (on a pure, live seed basis), the total seeding rate, and the seed mix supplier.
 - A figure noting the locations where native seed mixtures will be planted, including wetland and upland locations.
 - A figure noting vegetative monitoring sampling plots within the mitigation area and photo points. Establish a minimum of five sample plots.

**Resolution to Approve
WUP #18-01 (Mayberry Homes)
Page 4**

I, the undersigned, the duly qualified and acting Clerk of the Township of Meridian, Ingham County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and a complete copy of a resolution adopted at a regular meeting of the Planning Commission on the 20th day of February 2018.

Brett Dreyfus,
Meridian Township Clerk



To: Board Members
From: Ronald J. Styka, Township Supervisor
Date: February 20, 2018
Re: Planning Commission Appointments

The Planning Commission currently has two vacancies.

After reviewing Applications for Public Service on file, I am appointing Alisande Shrewsbury and Peter Trezise to the Planning Commission, subject to your approval. As demonstrated in their applications, both Ms. Shrewsbury and Mr. Trezise have extensive experience in government and wish to serve their community. Therefore, I respectfully ask for the Board's approval of these appointments.

The following motion is proposed for Board consideration:

MOVE TO APPROVE THE APPOINTMENTS MADE BY SUPERVISOR STYKA OF ALISANDE SHREWSBURY TO THE PLANNING COMMISSION FOR A TERM ENDING ON 12/31/2019 AND PETER TREZISE TO THE PLANNING COMMISSION FOR A TERM ENDING ON 12/31/2020.

Attachment:

1. Applications for Public Service

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

APPLICATION FOR PUBLIC SERVICE

I am interested in service on one or more of the following public bodies as checked below:

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

(*Special conditions restrict eligibility for appointment)

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

While my past experience was on a planning board, I would be open to other options, should they be deemed a better fit. Summarize your reasons for applying for this type of public service:

I have recently moved to Meridian Township, after living in the City of Lansing for 30+ years. I served on the City of Lansing Planning Board for the past 7 years and have an interest in continuing service in my new community. My experience on Lansing's Planning Board will provide helpful context and perspective to service on the Meridian Township Planning Commission. I appreciate the need for both local and regional considerations and priorities when making decisions regarding community growth and development.

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

Name: Alisande Shrewsbury (formerly Alisande Henry)

Occupation: Special Assistant to the State Superintendent Place of Employment: Michigan Department of Education - State of Michigan

Home Address: 4421 Copperhill Drive, Okemos, MI 48864

Phone: (days) 517-241-2077 (evenings) 517-230-7011 E-mail alisande@sbcglobal.net

Signature Alisande E. Shrewsbury Date 12/5/17

Other than the Downtown Development Authority Board and the Economic Development Corporation, persons appointed to Meridian Township boards and commissions must be a resident and elector (if of voting age) of the Township during the term of office. Excessive absences may be cause for review of appointment.

(PLEASE USE BACK IF NEEDED)

The policy for appointment of candidates to the various public service positions is based on the following criteria: desire to serve, experience, expertise, availability of time to serve, and maintenance of equitable geographic representation. In most instances it will be desirable to develop further information through a personal interview. This application will be retained in township files for two years. Please return this form to the Office of the Clerk, Charter Township of Meridian.

FOR OFFICE USE ONLY				
Date Received		Distro:	Application #	
Registered Voter:	Y / N			
Date Appointed:				

Revised: April 24, 2017

Alisande E. Shrewsbury

4421 Copperhill Drive, Okemos, MI 48864 ~ (517) 230-7011
e-mail alisande@sbcglobal.net

Work Experience

Michigan Department of Education (MDE)

Special Assistant to the State Superintendent

State of Michigan

(April 2011-present)

- Serve as a member of the Superintendent's Cabinet and the MDE's Systems Coordination and Leadership Teams, providing policy input on major departmental decisions
- Responsible for planning and carrying out stakeholder outreach and engagement activities in the development of Michigan's plan for the federal Every Student Succeeds Act (ESSA)
- Wrote application for and manage the work of a grant from the W.K. Kellogg Foundation in support of the ESSA outreach and engagement activities
- Oversee and manage creation of the MDE Annual Review and other departmental publications
- Convene and facilitate stakeholder workgroups on topics of relevance to the superintendent and department. Conduct research, prepare reports, present to internal and external groups, and develop communications plans and materials related to the work
- Represent the superintendent and department in various meetings and groups, including the Michigan Children's Trust Fund Board, and the state planning group for the Governor's Education and Talent Summit, and Michigan Youth in Government Board
- Oversee and carry out other special projects, as assigned

Michigan Department of Energy, Labor & Economic Growth (DELEG)

Administrator, Council for Labor & Economic Growth

State of Michigan

(June 2007-April 2011)

- Served as Administrator/Director for the Council for Labor & Economic Growth (CLEG), the State of Michigan's 75-member federally-mandated state workforce investment board, comprised of leaders appointed by the Governor representing the business, workforce, labor, education, and government sectors
- Managed a staff of three. Responsibilities included making hiring decisions, developing assignments and overseeing work product, supervision, and performance management for two professional-level employees and one administrative support person
- Responsible for issuing policies related to certification and oversight of Michigan's one-stop workforce service centers and local workforce development boards, education advisory groups, and youth councils according to state and federal guidelines
- Provided policy and research support for CLEG committees on multiple workforce issues including entrepreneurship, workforce system effectiveness, workforce education and training, and supporting employers in key industry sectors of the economy
- Oversaw work of adjunct staff to CLEG, including contracted consultants and departmental staff
- Spoke/presented on behalf of the council and its activities
- Accomplishments included: State implementation of council recommendations for Michigan National Career Readiness Certificate, transformation of Michigan's adult learning system, Bold Voices, Bold Choices recommendations in support of an entrepreneurial culture in Michigan, and a Workforce Boards of Excellence certification initiative
- Under my tenure, the council was the recipient of a competitive grant from the Joyce Foundation to support the adult learning transformation efforts, as well as a USDOL State Energy Sector Partnership grant

Alisande E. Shrewsbury

4421 Copperhill Drive, Okemos, MI 48864 ~ (517) 230-7011

e-mail alisande@sbcglobal.net

Department Liaison

(Nov. 2004-June 2007)

- Served as Department Director's representative to multiple internal and external groups, including: Governor's Advisory Council on Asian Pacific American Affairs, Governor's Advisory Council on Arab Chaldean American Affairs, Michigan Apprenticeship Steering Committee, Inc. (MASCI), Detroit River International Crossing State Agency Group, Interagency Healthcare Coordinating Council, Michigan Prisoner Reentry Initiative, Michigan Food Policy Council, 2-1-1 Report Interagency Group, Governor's Office of Faith and Community Based Initiatives, Homeless Families and Children's Initiative, and Governor's Task Force to Protect Michigan's Military Installations (BRAC)
- Member of DELEG executive staff team and leadership council, liaison to DELEG Communications Division
- Served as Administrator for Governor's Council of Economic Advisors (CEA) November 2004 through August 2006 until its transfer to the MEDC

Governor Jennifer Granholm's Appointments Division State of Michigan

Special Assignment - Appointments Specialist

(July 2006-July 2007)

- Conducted outreach to associations and individuals to seek out qualified applicants for boards and commissions within my area of responsibility (professional licensure and regulation, health and safety, workforce, disability, and other governing bodies overseen by DELEG)
- Reviewed qualifications, performed interviews with and background checks on potential candidates
- Worked closely with department leadership and staff to identify priority areas
- Made recommendations to committee and Governor for appointment to 25+ assigned boards and commissions

Office of Lt. Governor John D. Cherry, Jr.

State of Michigan

Executive Assistant to the Lt. Governor

(Jan. 2003-Nov. 2004)

- Researched and prepared background materials for the Lt. Governor
- Responsible for all office correspondence and constituent services
- Represented the office on several boards
- Served as alternate for the Lt. Governor at State Administrative Board meetings
- Supervised office interns and participated in the development of the Governor's Office internship program
- Provided events coordination
- Coordinated and oversaw the content of the office's web site

Office of Mayor David C. Hollister

City of Lansing, Michigan

Special Assistant to the Mayor

(Aug. 2002 - Jan. 2003)

- Coordinated Special Projects for the Mayor
- Represented the Office of the Mayor on several boards, at city council committee meetings, and other external meetings and events
- Provided support and research assistance to the Mayor for boards on which he served
- Focus areas included: Public Services, Urban Initiatives, Economic Development, Intergovernmental Relations, Emergency Management, Neighborhood Initiatives, and MSU-RIA Advisory Group

Alisande E. Shrewsbury

4421 Copperhill Drive, Okemos, MI 48864 ~ (517) 230-7011
e-mail alisande@sbcglobal.net

Administrative Assistant to the Mayor (March 2000 - Nov. 2002)

- Maintained Mayor Hollister's schedule/appointments, including making recommendations for prioritization of invitations and events
- Assisted in drafting and editing of Mayor's speeches and written communication
- Addressed constituent concerns
- Drafted and prepared mayoral proclamations
- Served as Mayor's representative to Police Athletic League Board, US Holiday Tree of Hope Committee, and other groups
- Coordinated meetings and events

Office of Senate Minority Leader John Cherry Michigan State Senate *Office Receptionist* (Nov. 1999 - March 2000)

- Assisted in constituent concerns and other duties, as requested
- Coordinated and planned events
- Performed legislative and other research, as assigned

Office of Rep. Lynne Martinez MI House of Representatives *Legislative Intern* (Oct. 1997 - Nov. 1999)

- Researched issues of concern to constituents
- Performed legislative research
- Assisted staff with a variety of office duties

Legislative Service Bureau (Research Division) Lansing, MI *Research Intern* (February 1999 - June 1999)

Education

Michigan State University East Lansing, MI (January 1995 - May 1999)

Graduated with High Honors - BA from the College of Social Science received May 1999

Major: Interdisciplinary Studies in Social Science - Public Policy Studies

Political Science cognate

G.P.A – 3.7/4.0

Member: Phi Beta Kappa

College of Social Science Dean's Advisory Council

Personal Interests and Affiliations

Current member of:

Michigan Children's Trust Fund Board, Michigan Organization of Mothers of Twins Clubs (Past President 1997-1999), Capitol Area Mothers of Multiples Club (Past President 2000-2004)

Former member of:

City of Lansing Planning Board (2010-2017), Lansing Police Athletic League Board of Directors, Eastside Neighborhood Organization, various PTA and other community organizations.

References

Available upon Request

CHARTER TOWNSHIP OF MERIDIAN

Ronald J. Styka
Brett Dreyfus
Julie Brixie
Frank L. Walsh

Supervisor
Clerk
Treasurer
Manager



Phil Deschaine
Patricia Herring Jackson
Dan Opsommer
Kathy Ann Sundland

Trustee
Trustee
Trustee
Trustee

APPLICATION FOR PUBLIC SERVICE

I am interested in service on one or more of the following public bodies as checked below:

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

(*Special conditions restrict eligibility for appointment)

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

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

I am interested in intelligent development and improvement of Meridian Township.
Describe education, experience or training which will assist you if appointed. (Attach resume if available)

Name: Peter L. Trezise

Occupation: Retired Place of Employment: N/A

Home Address: 3818 Yosemite Dr. Okemos, MI 48864

Phone: (days) (517)349-3688 (evenings) (517) 349-3688 E-mail trezisep1@comcast.net

Signature *Peter L. Trezise* Date 2/15/2018

Other than the Downtown Development Authority Board and the Economic Development Corporation, persons appointed to Meridian Township boards and commissions must be a resident and elector (if of voting age) of the Township during the term of office. Excessive absences may be cause for review of appointment.

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FOR OFFICE USE ONLY				
Date Received		Distro:	Application #	
Registered Voter:	Y / N			
Date Appointed:				

Revised: April 24, 2017



Peter L. Trezise JD
3818 Yosemite Dr.
Okemos, MI 48864
Tel: (517) 348-3688
Email: trezisepl@comcast.net

February 15, 2018

Mr. Ron Styka, Supervisor
Meridian Township Board
5151 Marsh Road
Okemos, MI 48864

RE: Application to Planning Commission

Dear Mr. Styka,

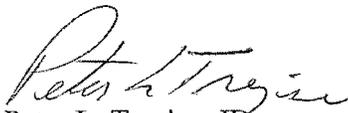
I am enclosing an application to serve on the Meridian Township Planning Commission along with a brief resume of my education, employment background and previous community activities.

As President of the Briarwood Home Owners Association I had the pleasure of meeting and introducing Assistant Township Manager Derek Perry to our membership the Annual Meeting of the members held on February 13, 2018. His presentation of the matters to be addressed by the township was extremely informative and was appreciated by all. As part of that presentation he mentioned possible zoning changes that might be adopted to encourage the development and improvements to downtowns in Okemos and Haslett. I took the opportunity to review the Meridian Township web site and noted two vacancies on the Planning Commission. Intelligent development of these areas in particular and all of Meridian Township presents challenges. Development in such a way as to preserve the character of our community will require careful thought. As a thirty-year resident of the community, I am very interested in these matters. The Planning Commission decisions will be important in this process.

I have a law degree from University of Michigan Law School and am a member in good standing with the Michigan State Bar. I have practiced in areas of constitutional law, mental health law and workers compensation. I have used my legal background in working in areas of health and labor law. I served sixteen years on the Okemos Board of Education and held all officer positions at one time or another. I have negotiated labor contracts and rendered decisions on various labor grievances. I am accustomed to serving on public boards during times of public dispute and addressing difficult matters calmly and collaboratively with board members and the community.

I believe my background and temperament would serve as an asset as the Planning Commission addresses issues significant to the citizens of Meridian Township. I have the time and interest to devote to this process and would like to be considered for a position on the Planning Commission.

Sincerely,


Peter L. Trezise, JD

Encs.

Peter L. Trezise JD
3818 Yosemite Dr.
Okemos, MI 48864
Tel: (517) 348-3688
Email: trezisepl@comcast.net

RESUME

Significant Community Service:

President, Briarwood Home Owners Association:	2016-cont
Meridian Township Brand Development Committee	2016
Okemos School Board	1995-2011

Professional Career

Assistant Superintendent for Human Resources, Mt. Pleasant Public Schools	2007-2012
Labor Relations Director, Lansing Public Schools	2005-2007
Assistant Attorney General, State of Michigan	1979-1999
Private Law Practice	1976-1979

Education:

JD, University of Michigan Law School	1976
BS, Michigan State University Social Science Pre-law	1973



To: Board Members
From: Phil Deschaine, Township Trustee and Board Representative to the Transportation Commission
Date: February 16, 2018
Re: Redi-Ride Service Hours Expansion

At its February 8, 2018 meeting, the Meridian Township Transportation Commission unanimously passed a motion recommending the Township enter into an agreement with CATA to expand Redi-Ride service hours from 7:30 am-9:00 am and 5:00 pm-6:30 pm Monday through Friday.

This would expand Redi-Ride hours of operation by 37.5%. The expanded service hours would cost approximately \$85,466, according to CATA. To pay for the expanded hours, the Commission recommended using two federal grants that CATA has been awarded and can be used to expand Redi-Ride service hours here in Meridian Township. These grants and the required 50% local match provided by CATA will cover about \$51,280 of the cost.

To cover the remaining balance, the Commission has recommended a flat \$2.50 fare for Redi-Ride, which is the same fare residents currently pay for a Spec-Tran and Rural Service. This fare structure will generate an estimated \$38,293 annually, which is estimated to create a small contingency surplus.

The Commission also recommended consideration be given to a 50% discounted fare. The Commission has requested that CATA give us feedback on any recommended adjustments to the new service hours to increase ridership and improve access for Township residents.

Lastly, the Commission recommends CATA consider subcontracting a portion of the service if it is necessary to avoid additional costs to the Township for the expanded service hours during the 3-year grant period.

Here is the full motion passed by the Commission:

The Township Transportation Commission recommends Meridian Township enter into an agreement with CATA to expand Redi Ride hours to 7:30 am to 6:30 pm on Mondays through Fridays. To pay for the additional hours of service, we recommend using the Job Access and Reverse Commute (JARC) and New Freedom Funds (NFF) grants and pursue opportunities for other state or federal grants, and to increase the Township's Redi-Ride fare up to \$2.50 except for those who qualify for free rides. Consideration should be given to offering a half price discounted fare based upon grant utilization and available revenue. We also request CATA give us feedback once the new schedule is operational and advise the Township of any beneficial adjustments to scheduled hours.

We encourage CATA to consider subcontracting a portion of the service if it is necessary to avoid additional cost to the Township for the expanded service during the grant period.

Memo to Township Board
February 16, 2018
Re: Redi-Ride Service Hours Expansion
Page 2

We recommend that any subcontractors used by CATA use ADA-compliant vehicles and the same procedures that CATA uses for subcontracting Spec-Tran service.

The agreement language should include a standard contract cancelation allowance.

Attachment:

1. Redi-Ride Expansion Presentation



Expanded Meridian Twp Redi-Ride Service

PRESENTED BY DAN OPSOMMER, MERIDIAN TOWNSHIP TRUSTEE
AND MERIDIAN TOWNSHIP CATA BOARD REPRESENTATIVE

How can we provide expanded service?

The Township's 2016 ad-hoc Redi-Ride Committee expressed our community's desire for expanding service hours in order to accommodate residents going to and from work, run errands and meet their basic transportation needs.

Redi-Ride currently operates from 9 a.m. to 5 p.m., which means the service doesn't even allow for transportation to and from a typical 8-hour work day.

Quick Redi-Ride Facts

A special millage was proposed and approved by Meridian Township voters in November of 1999 for the purpose of expanding CATA services to increase frequency of fixed routes and provide Redi-Ride service for Township residents.

Redi-Ride service began operating on June 12, 2000.

Our Redi-Ride millage was renewed in November of 2009 for an additional 10 years. The current millage will fund existing Redi-Ride service through 2019.

How can we expand service with limited revenue?

There are two grants that CATA has obtained that we can utilize to expand Redi-Ride service to better meet the transportation needs of our residents:

1. Job Access and Reverse Commute (JARC)
2. New Freedom Funds (NFF)

These are three-year grants, which could be used to fund a portion of expanded service from 2018 to 2022.

New Freedom Funds (NFF)

The New Freedom Funds are established under the Enhanced Mobility of Seniors and Individuals with Disabilities Program to help fund new public transportation services that go beyond those required by the Americans with Disabilities Act (ADA) and are aimed at reducing transportation barriers faced by seniors and individuals with disabilities.

New Freedom Funds can be used to provide new or expanded services that increase transportation options for seniors and individuals with disabilities.

The new service must be open to the public to be eligible for New Freedom Funds.

Job Access and Reverse Commute (JARC)

The Job Access and Reverse Commute (JARC) program was established under the Urbanized Area Formula Program to support new public transportation services that assist low-income residents to obtain and maintain employment.

JARC grants can be used to fund new services that transport individuals to and from jobs and employment-related activities, such as job training and interviews.

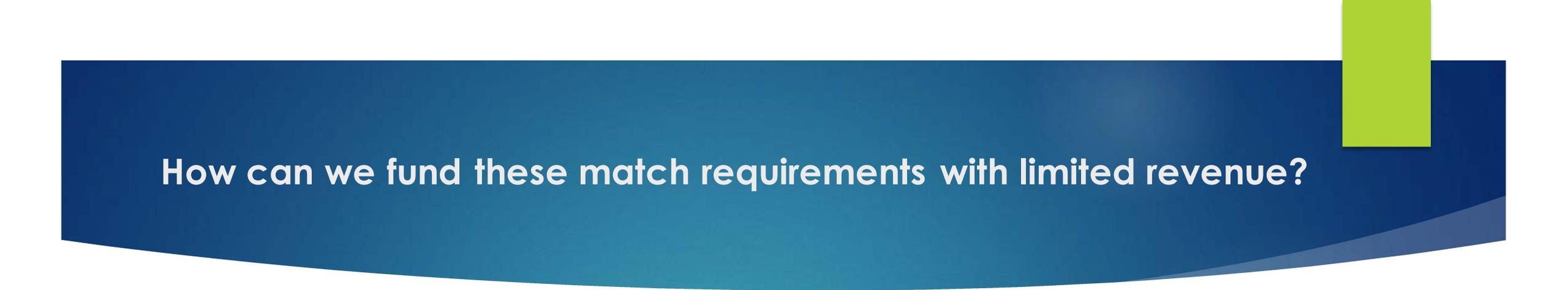
The new service must be open to the public to be eligible for JARC grants.

Local Match Requirements for NFF & JARC

These grants cover up to 50% of the operating costs for eligible rides, meaning there must be a 50% local match for operating costs.

These grants cover up to 80% of capital and planning costs for eligible rides, meaning there must be a 20% local match for capital and planning costs.

Recipients can use 10% of the grants for administrative costs and technical assistance. No local match is required.



How can we fund these match requirements with limited revenue?

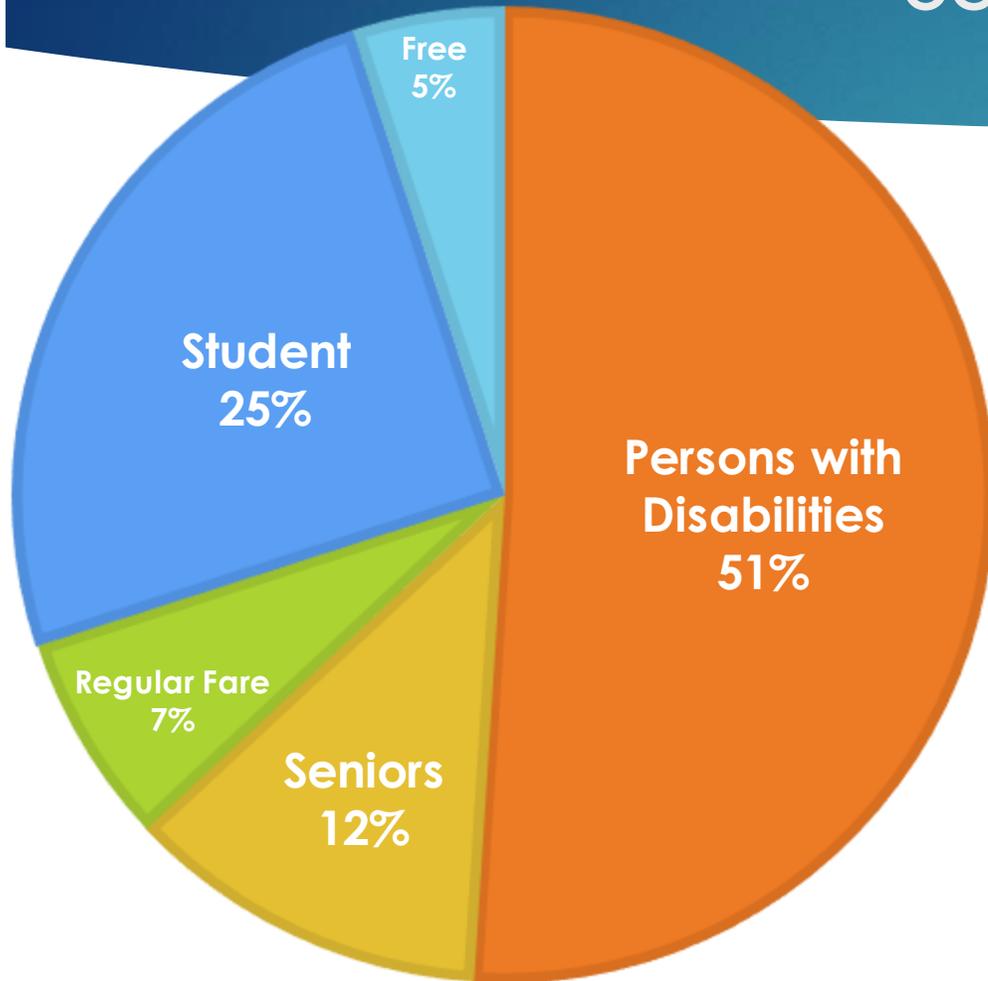
CATA has agreed to fund the 50% local match for the NFF and JARC grants.



What percentage of the rides would qualify for NFF and JARC funding?

MERIDIAN TOWNSHIP REDI-RIDE DEMOGRAPHICS

OCTOBER 1, 2016 - SEPTEMBER 15, 2017

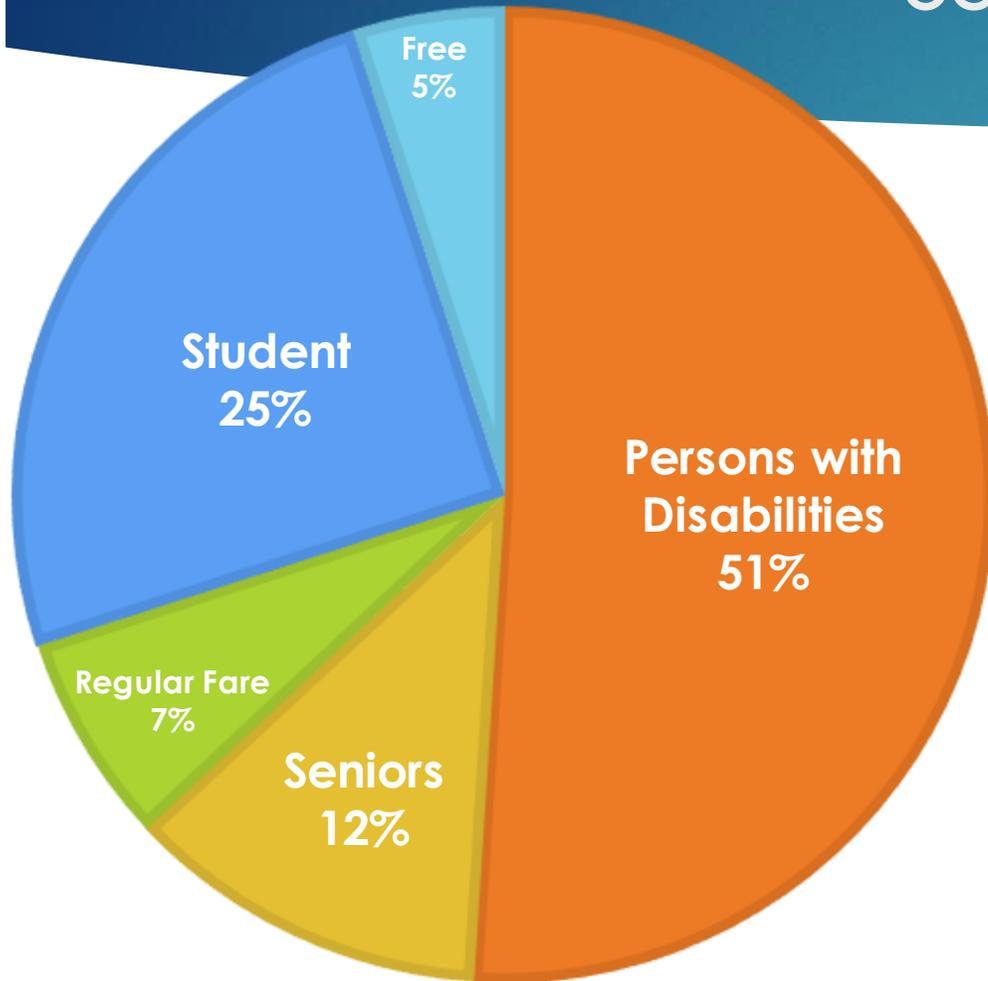


What percentage of rides would qualify for New Freedom Funds?

Based on the most recent REDI-Ride data, 63% of the rides qualify for New Freedom grant funding – seniors and persons with disabilities.

MERIDIAN TOWNSHIP REDI-RIDE DEMOGRAPHICS

OCTOBER 1, 2016 - SEPTEMBER 15, 2017



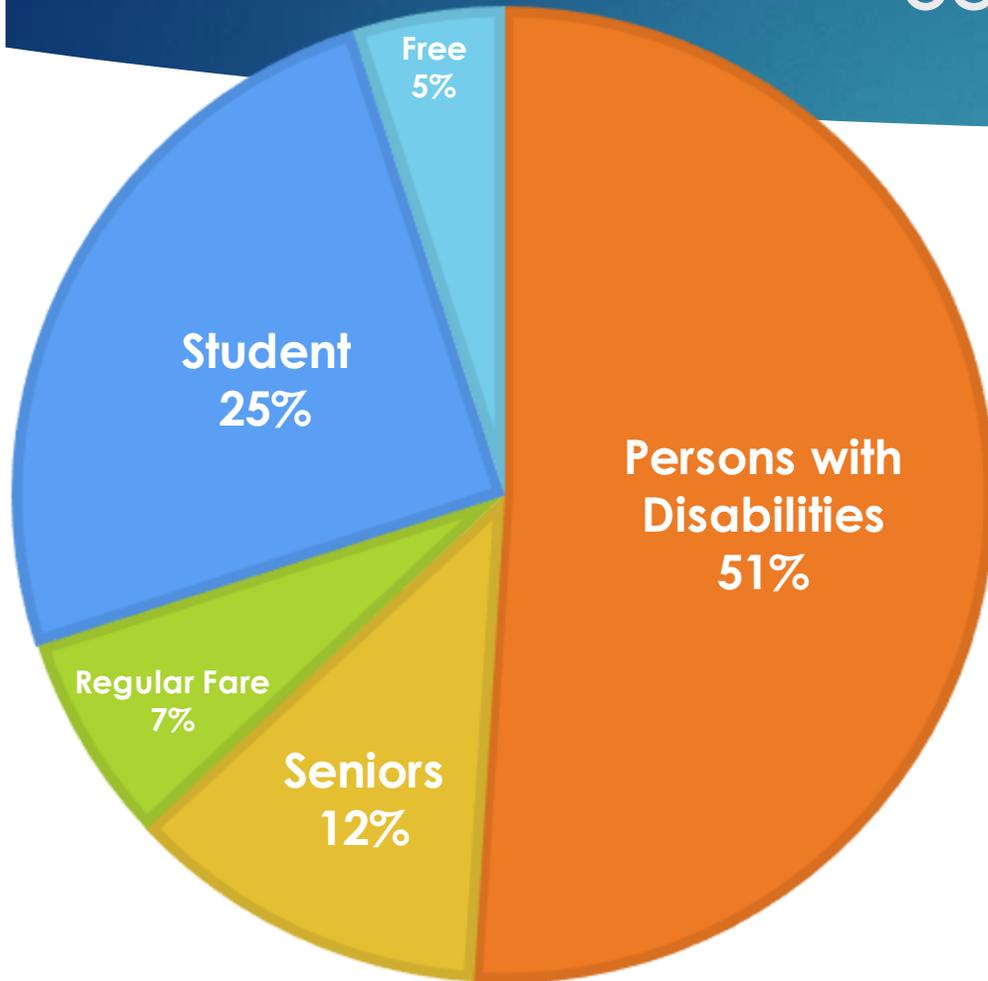
So what percentage of rides would qualify for JARC funds?

We don't have reliable data on the percentage of rides that would qualify for the JARC program. We do know there will be significant overlap.

The percentage of rides that qualify for JARC, but not for NFF is likely to be limited, perhaps 5%.

MERIDIAN TOWNSHIP REDI-RIDE DEMOGRAPHICS

OCTOBER 1, 2016 - SEPTEMBER 15, 2017



Given that seniors and persons with disabilities usually comprise about 60% of our ridership, the conservative approach would be to estimate that 60% of rides will qualify for one or both of the federal grants.



So how can we use these grants to expand Redi-Ride?

EXPANDING MERIDIAN TOWNSHIP REDI-RIDE SERVICE

Transportation Commission Recommendation

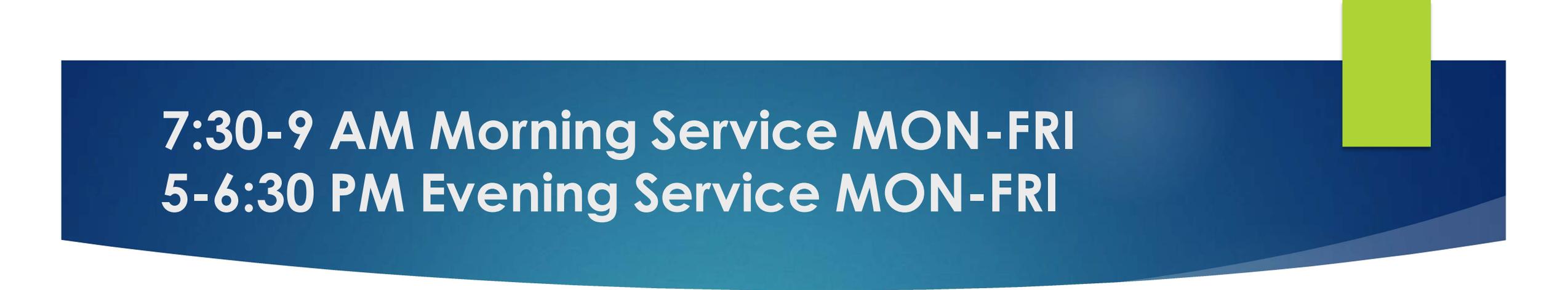
The Meridian Township Transportation Commission passed a motion recommending that the Township Board ask CATA to expand our Redi-Ride service hours from 7:30-9 a.m. and 5-6:30 p.m., Monday through Friday, in a manner that is revenue neutral to the Township during the three-year grant period by utilizing available JARC and NFF grants and by increasing our fare up to \$2.50 with a preference for have a 50% discounted fare for Medicare cardholders, seniors age 62 and older, and persons with disabilities.

What level of service would this provide?

The Transportation Commission's motion would add over 27% more bus hours and increase our Redi-Ride hours of operation by 37.5%.

The current Redi-Ride system books about 3 rides per bus hour. This means that the Commission's recommended for expanded service would add the capacity to provide 4,600 more rides per year.

This would provide a significant increase in capacity and considerably increase opportunities for residents to book same-day rides.



7:30-9 AM Morning Service MON-FRI
5-6:30 PM Evening Service MON-FRI

Two Redi-Ride buses running from 7:30-9 AM and 5-6:30 PM Mon-Fri

How much would it cost? Approximately \$85,466 a year.

How much would the grants and a CATA local match cover?

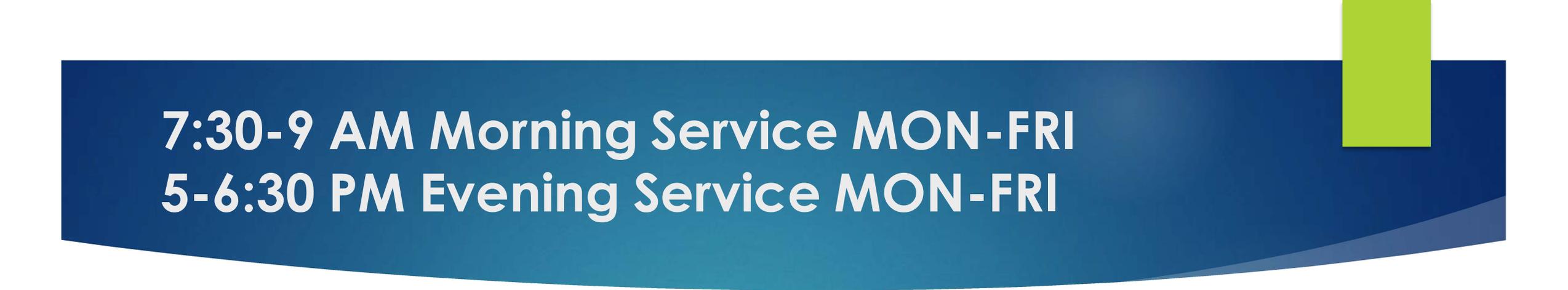
An estimated 60% of the rides: \$51,280

How can we fund the remaining cost for expanding service: \$34,186?



7:30-9 AM Morning Service MON-FRI
5-6:30 PM Evening Service MON-FRI

A flat \$2.50 fare (the same as door-to-door Spec-Tran and Rural Service) for all riders would generate an estimated \$38,293 annually, which would create an estimated surplus of \$4,107.



7:30-9 AM Morning Service MON-FRI
5-6:30 PM Evening Service MON-FRI

We could also institute a \$1.25 discounted fare for Medicare cardholders, seniors age 62 and older, and persons with disabilities and a \$2.50 fare for regular passengers and students, which would generate an estimated \$21,096 annually, leaving only \$13,090 in remaining estimated cost.

The Township could use General Fund revenue to fund the remaining estimated \$13,090 to expand service hours.

How would we fund the expanded morning and evening service once the grants expire in 3 years?

Once we begin piloting the program, we would know exactly how much we would lose in grant funding, but it is likely to be about \$51,000 a year.

I have asked CATA to continue contributing the 50% local match after the grants expire. If they agree to this, the Township would simply need to identify about \$25,500 in General Fund revenue over the next three years to replace the federal grants when they expire.



**I'm happy to answer any
questions you have**