



**AGENDA**  
CHARTER TOWNSHIP OF MERIDIAN  
TOWNSHIP BOARD – REGULAR MEETING  
November 18, 2025 6:00 PM

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1. CALL MEETING TO ORDER
2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS
3. ROLL CALL
4. PRESENTATION
5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS
6. TOWNSHIP MANAGER REPORT
7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS
8. APPROVAL OF AGENDA
9. CONSENT AGENDA
  - A. Communications
  - B. Minutes-November 6, 2025 Regular Township Board Meeting
  - C. Bills
  - D. Assistance to Firefighters Grant Health and Wellness
  - E. Set Public Hearing for December 2, 2025 for Continental/Eyde Land Holdings – Central Park Property Consent Judgment Amendment
10. ACTION ITEMS
  - A. Township Manager Review
  - B. Ordinance 2025-05 – Franchise Agreement with the Lansing Board of Water and Light – Final Adoption
  - C. Ingham County Materials Management Planning Committee Appointment
11. BOARD DISCUSSION ITEMS
  - A. District Court Affiliation
  - B. Hagadorn Road Land Donation/Acquisition
12. COMMENTS FROM THE PUBLIC
13. OTHER MATTERS AND BOARD MEMBER COMMENTS
14. ADJOURNMENT

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

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

Providing a safe and welcoming, sustainable, prime community.

A PRIME COMMUNITY  
meridian.mi.us



9.A

**CONSENT AGENDA  
BOARD  
COMMUNICATIONS**

**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Cracks in Driveway  
**Date:** Friday, October 31, 2025 3:36:22 PM

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Thank you, Dennis. Jack Hughes with my office will contact you on Monday to give you the one page agreement that simply needs to be signed before the work begins.

Jack will then get the contractor scheduled ASAP and follow up once he has a weather-dependent schedule to share. The concrete will require 5 days to cure before you drive on it.

We will send you an invoice after the work has been performed.

Sincerely,

**Dan Opsommer**  
Deputy Township Manager  
Director of Public Works & Engineering  
[REDACTED]  
Work: 517.853.4440 | Fax: 517.853.4099  
5151 Marsh Road | Okemos, MI 48864

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**From:** Dennis Green <[REDACTED]>  
**Sent:** Friday, October 31, 2025 12:25 PM  
**To:** Dan Opsommer <[REDACTED]>  
**Cc:** Green Jill <[REDACTED]>; Jack Hughes <[REDACTED]>; PW <[REDACTED]>; Board <[REDACTED]>; Meridian Township Clerk Angela Demas <[REDACTED]>  
**Subject:** Re: Cracks in Driveway

Dan:  
Please see to it that THIS job is handled both promptly and correctly.  
D.

On Oct 31, 2025, at 12:22 PM, Dennis Green <[REDACTED]> wrote:

Dan:  
Come on... You smashed up 4 sections of concrete in our driveway unnecessarily, and now WE have to pay to have it repaired????  
This is nonsense and YOU know it!!!  
Your apology, while nice, doesn't justify you guys doing this without letting us have some input on the **front end**.

**However, this concrete repair HAS to be done before winter.**  
**Apparently, we will have to pay the \$1,164.91 rather than have the entire driveway crumble.**  
**Get us a bill, please.**

If there is ANY other recourse on this bill, I would like someone at the township to contact us about it.

Regards,  
D.

On Oct 31, 2025, at 10:08 AM, Dan Opsommer <[REDACTED]> wrote:

Hi Dennis and Jill,

I apologize that we did not contact you prior to removing the flag of concrete. I have spoken to my staff about that. The failure to communicate with you is why we are offering you a 50% discount on the concrete restoration. To be clear, we are offering you over a 50% discount as we are not proposing to charge you for the work that has been performed thus far, or any of the Township's internal costs. We are only charging you for the remaining work that our concrete contractor will perform.

Whatever material was placed over the curb stop was very hard. It had to be removed with a chisel and a hammer.

To clarify, your cost would only be half of the estimated costs I provided in my initial email. We will have to take measurements on site to confirm the exact square feet of concrete involved, but the total cost would be approximately:

4 flags of concrete (estimated 256 SF): \$2,329.82 (your estimated cost \$1,164.91)  
3 flags of concrete (estimated 192 SF): \$1,694.44 (your estimated cost \$847.22)

Under both situations, the Township would schedule the contractor and complete the work over the next 1-3 weeks. Our internal staff costs would not be included in the totals listed above. The totals above are simply the cost to remove concrete (\$29.77/SF) and pour new concrete (\$6.62/SF) under our concrete contract.

Please understand that all water valves must be accessible at all times. Whenever a property owner or entity performs work that covers a valve, we bill them for correcting the work to make the valve accessible again. This could be a utility provider (AT&T, Comcast, etc.) that restores road, sidewalk, or driveway in a manner that covers a valve, a business that resurfaces their parking lot and covers a valve, or a residential property owner who performs work on their driveway and covers a valve. This happens far more than we would like it to, meaning there is significant cost involved across the Township's water system. We cannot justify passing these costs onto the water rate payers of the Township water system when the property owner is responsible for the costs being incurred. In fairness, we won't be charging you for any work prior to these conversations, and we will only be charging you for 50% the contractor costs beyond the point in time we began communicating with you.

In order to get your driveway restored in a timely manner, we need to know which of these four flags of concrete you would like restored (please see the attached image). We typically try to get all concrete poured by November 15 due to temperatures dropping.

Please let me know if you have any questions.

Sincerely,

<image003.jpg>**Dan Opsommer**  
Deputy Township Manager  
Director of Public Works & Engineering  
  
Work: 517.853.4440 | Fax: 517.853.4099  
5151 Marsh Road | Okemos, MI 48864

**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** RE: Request to Halt Central Park Development Application and Provide Timeline for Resolution  
**Date:** Tuesday, November 4, 2025 4:23:03 PM

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Mr. Du,

Thank you for reaching out.

I have thoroughly investigated the site personally, as my car was nearly hit with debris from the equipment they were using to clear. Additionally, my Staff visited the site separately, to confirm my findings.

Underbrush and bushes were cleared from the site. You can see where they avoided the trees and went around them. The equipment being used was not for the removal of trees, it was a brush hog which would not be able to remove a tree of any size beyond an inch or possibly two. My comments on the matter that no tree clearing was done on the site are accurate.

As I've stated previously, we are maintaining an open violation on the matter that we will resolve, once we know if development will happen on the site. Additionally, as I have mentioned, it was the owner that did the clearing, not the developer. Although their actions were unfortunate, it does not prevent the review of an application and Staff would not advise holding off on reviewing something for a violation of this nature.

Please let me know if you have any other questions.

Sincerely,

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

[REDACTED]  
W [REDACTED]  
5151 Marsh Road | Okemos, MI 48864  
[meridian.mi.us](http://meridian.mi.us)

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**From:** Du Yidi <[REDACTED]>  
**Sent:** Tuesday, November 4, 2025 3:14 PM  
**To:** Tim Schmitt <[REDACTED]>; Board <[REDACTED]>  
**Cc:** Tim Dempsey <[REDACTED]us>; Scott Hendrickson <[REDACTED]>;  
Communications (DG) <[REDACTED]> Planning Commission (DG)  
<[REDACTED]>  
**Subject:** Re: Request to Halt Central Park Development Application and Provide Timeline for

Resolution

You don't often get email from [REDACTED]

Hi all,

I haven't hear anything from the township for a week. Is there anyone who is following up with this topic? I don't think we should move Authentix Okemos application forward if we don't have a clear answer on this topic.

Best regards,

Yidi Du

On Wed, Oct 29, 2025 at 6:13 PM Du Yidi <[REDACTED]> wrote:

**From:** [REDACTED]  
**To:** [REDACTED]  
**Cc:** [REDACTED]  
**Subject:** Re: Meridian Board Meeting on November 6, 2025  
**Date:** Wednesday, November 5, 2025 1:14:57 PM

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

Thanks for the follow up.  
Brad Shaw

On Nov 5, 2025, at 1:01 PM, Angela Demas <[REDACTED]> wrote:

Dear Brad,

That is correct. We have a Township Board meeting tomorrow on Thursday, November 6.

However, as your email was sent after publication of our Board packet—which typically occurs the Friday before a Board meeting—it will need to be included in the following packet, in accordance with our longstanding practices.

For more information, please visit our website:  
<https://www.meridian.mi.us/government/boards-and-commissions/township-board>

Please note that your communications have been received by the Board, and Board members will have the chance to review it prior to tomorrow's Board meeting.

Sincerely,  
<Outlook-yh511qhe.png>

**Angela Demas**

*Meridian Township Clerk*

[REDACTED]  
Main: 517.853.4300 | Direct: [REDACTED]  
5151 Marsh Road | Okemos, MI 48864  
[meridian.mi.us/elections](https://www.meridian.mi.us/elections)

<Outlook-htasztpa.jpg>

To check your voter registration status, request an absent voter ballot or to track your ballot, please visit [www.michigan.gov/vote](https://www.michigan.gov/vote)

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**From:** BRAD SHAW <[REDACTED]>  
**Sent:** Wednesday, November 5, 2025 12:46 PM  
**To:** Angela Demas <[REDACTED]>; Board <[REDACTED]>; Tim Schmitt <[REDACTED]>  
**Subject:** Re: Meridian Board Meeting on November 6, 2025

You don't often get email from [REDACTED]

I thought the meeting is tomorrow. Please clarify.

On 11/05/2025 12:28 PM EST Angela Demas <[REDACTED]> wrote:

Dear Brad,

Thank you for your email.

I'm confirming your email, sent to the Township Board today on Wednesday, November\* 5, has been received and will be included in the Board Packet for the November 18 Regular Meeting of the Township Board.

*[Communications to the Township Board](mailto:board@meridian.mi.us) received through the [board@meridian.mi.us](mailto:board@meridian.mi.us) email address will be included in the Board packet as part of the official record. **If communication is received after publication of an upcoming Board packet, it will be included in the following packet as part of the official record.***

Please feel free to reach out if you need further assistance.

Sincerely,



**Angela Demas**

*Meridian Township Clerk*

[REDACTED]  
Main: 517.853.4300 | Direct: [REDACTED]  
5151 Marsh Road | Okemos, MI 48864  
[meridian.mi.us/elections](http://meridian.mi.us/elections)

Image



To check your voter registration status, request an absent voter ballot or to track your ballot, please visit [www.michigan.gov/vote](http://www.michigan.gov/vote)

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**From:** BRAD SHAW [REDACTED] >  
**Sent:** Wednesday, November 5, 2025 11:21 AM  
**To:** Board <Board@meridian.mi.us>; Tim Schmitt <schmitt@meridian.mi.us>  
**Subject:** Meridian Board Meeting on November 6, 2025

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

Re: Special Use Permit #25-20 (Fedewa Holdings)

Please accept these written comments sent prior to the public hearing before the Charter Township of Meridian Board on the evening of November 6, 2025, regarding a Special Use Permit request from Fedewa Holdings for two parcels once owned by the Faith Lutheran Church and later combined.

2 files attached.

**Please confirm receipt.**

Thanks.

Brad Shaw  
[REDACTED]

**Redline showing changes between resolution discussed by the Board on October 21, 2025 and the current version made public on November 3, 2025**

WHEREAS, Fedewa Holdings, the applicant, has requested a special use permit (SUP) for the construction of a four multiple-family dwelling buildings totaling over 25,000 square feet at 4601 Dobie Road; and

~~WHEREAS, the Subject Property was conditionally rezoned to RD with a maximum density of eight units per acre in March 2025; and~~

WHEREAS, the Planning Commission held a public hearing and discussed the SUP at its regular meeting on September 22, 2025 and reviewed the matter further at their October 13, 2025 meeting, making a positive recommendation to the Township Board for approval of the modified SUP; and

WHEREAS, the Township Board discussed the matter at their October 21, 2025, taking public comment and discussing a variety of topics surrounding the project; and

WHEREAS, the requested SUP is consistent with the 2023 Township Master Plan and Future Land Use Map, which designates the majority of the property as Multiple Family Residential; and

WHEREAS, the construction is designed to be built and operated in harmony and appearance with the character of the general vicinity and will not change the essential character of the area;

WHEREAS, the project will not adversely effect the neighboring properties or uses; and

WHEREAS, the proposed ~~multiple family development fits the character of the development~~

~~adjacent expansion will not be financially detrimental to the north of the Subject Property; and~~

~~WHEREAS, the proposed multiple family development complies with Master Plan goals regarding increased housing diversity surrounding properties or overall community; and~~

~~WHEREAS, the proposed multiple family development conforms to the review criteria found in Sec. 86-126 in the zoning ordinance; and~~

~~WHEREAS, the proposed multiple family development conforms to the review criteria found in Sec. 86-658 in the zoning ordinance; and~~

~~WHEREAS, the proposed multiple family development conforms to the conditions of the March 2025 rezoning.~~

WHEREAS, the project is adequately served by public facilities and infrastructure and no undue burden will be placed on said facilities or infrastructure from the project; and

WHEREAS, the property is served by the necessary sanitation facilities; and WHEREAS, the dwelling units will not create excessive traffic, noise, smoke, fumes, glare, odors, or other environmental factors; and

WHEREAS, the project will not have an adverse impact on the overall natural resources of the Townships. Resolution to Approve Special Use Permit #25-20 (4601 Dobie Road) Page 2  
NOW THEREFORE, BE IT RESOLVED THE ~~PLANNING COMMISSION~~TOWNSHIP BOARD OF THE CHARTER TOWNSHIP OF MERIDIAN hereby ~~recommends approval of~~APPROVES SUP #~~25020~~25-20 to allow the construction of ~~a multiple four new multi family dwelling overbuildings totaling greater than~~ 25,000 square feet ~~at 4601 Dobie Road~~, subject to the following conditions ~~as offered by the applicant~~:

~~1. Appr~~

~~conditions as offered by the applicant:~~

: 1. Approval is granted in general accordance with the proposed site plan as ~~prep~~ prepared by BRS Engineering, as received by the Township on August 22, 2025.

~~Q whereas~~

~~Resolution to Recommend Approval~~

~~Special Use Permit #25020 (Fedewa Holdings)~~

~~Page 2~~

~~1.~~ Any future changes to the SUP will require an amendment to SUP #~~25020~~.

~~2.1.~~ 25-20.

~~3.~~ All conditions for REZ #25001 shall continue to apply.

~~4.~~ SUP #~~25020~~25-20 will become void if construction related to the SUP has not commenced within 24 months of the effective date of the SUP, or if all construction related to the SUP is not completed within 36 month of the effective date of the SUP, unless an extension is granted.

~~5. No more than 32 dwelling units shall be permitted on the property~~

~~6. A 100-foot building setback is required along the western property line of the parcel~~

~~7. All buildings on the site shall be 2 ½ stories or less~~

~~8. All buildings on the site shall be 35 feet tall or less~~

~~9. No construction on the site shall begin until all approvals of the Ingham County Drain Commissioner and the Ingham County Road Department have been granted.~~

4504 Dobie Road  
Okemos, MI 48864

November 5, 2025

Meridian Township Board  
5151 Marsh Road  
Okemos, Michigan 48864

Re: Special Use Permit #25-20 (Fedewa Holdings)

Dear Board Members:

Please accept these written comments sent prior to the public hearing before the Charter Township of Meridian Board on the evening of November 6, 2025, regarding a Special Use Permit request from Fedewa Holdings for two parcels once owned by the Faith Lutheran Church and later combined.

**“I kind of wish that the two parcels had not been combined so we could do this more cleanly. That may prove to be a stumbling block later on...”**

Planning Commission Member Bill McConnell  
Planning Commission Meeting, January 27, 2025, 7:27 p.m.

I have attached a redline showing changes between the resolution discussed by the Board on October 21, 2025 and the current version made public on November 3, 2025. I repeat below my suggested questions for the Board delivered on October 21, 2025 with current comments.

- 1. Staff: The subject property was conditionally rezoned for two years from the date of rezoning. Shouldn't that timeline be compatible with the timeline of this resolution?**

The Township cannot offer the timeline presented in the SUP (“#2502025-20 will become void if construction related to the SUP has not commenced within 24 months of the effective date of the SUP”) since the rezoning, without a further rezoning action, will revert to RA in April of 2027.

(See Board Meeting on April 3, 2025, 6:52 p.m. for approved zoning amendment.)

- 2. Staff: Staff reports state that a majority of the property is consistent with the Master Plan and Future Land Use Map, yet the resolution implies that it is all consistent. How can these two statements both be true? Why is the resolution different from the staff report? Why is the Board being asked to accept a resolution if it misrepresents reality?**

Here is the change:

WHEREAS, the requested SUP is consistent with the 2023 Township Master Plan and Future Land Use Map, which designates the majority of the property as Multiple Family Residential; and

Now properly stated, the site plan is out of compliance.

Here is a key change:

~~WHEREAS, the proposed multiple family development complies with Master Plan goals regarding increased housing diversity surrounding properties or overall community;~~ and

How can this be justified? If it does not comply, it does not comply.

**3. Staff: Given the staff report correctly includes the new Church driveway, why are only residential ordinances included in the resolution?**

Rather than state additional and needed ordinance citations, the revision seeks to bury the whole issue by removing the residential ordinances. Please note the St. Martha Parish SUP before you for common practice (listing ordinances of importance).

Here is the change:

~~WHEREAS, the proposed multiple family development conforms to the review criteria found in Sec. 86-126 in the zoning ordinance; and~~  
~~WHEREAS, the proposed multiple family development conforms to the review criteria found in Sec. 86-658 in the zoning ordinance; and~~

**4. Staff: The project does include a Church drive defined as a public-right-of-way on private property and zoned RD. What Ordinance applies for this portion of the project? What Meridian Township Ordinance will govern this drive? Why is such an ordinance not in the resolution?**

Is the developer free of Article III § 58-35 § 58-38, and § 58-51? What is the plan to protect the public interest?

**5. Staff: The developer has “permanently relinquished development rights” to land for the Church drive, so what has staff calculated as the**

**buildable acreage per code. What is the correct frontage for the residential portion of the project?**

Here is the change:

~~WHEREAS, the proposed multiple family development conforms to the conditions of the March 2025 rezoning.~~

Given the current uncertainty, the Township is not willing to make even this statement!

- 6. Staff and /or Developer: The developer verbally represented that the western half of the site will be filled. With a 10-foot drop in elevation from Dobie Road, how will a roughly 10-foot height differential be handled between the development and the Church property and the development and the “natural untouched area” to the west.**

Please note that the subject property falls from 886 feet at Dobie Road to 873 feet at the rear of the property. The Developer offers no elevations to suggest how this will be handled.

- 7. Staff and/or Developer: Wouldn't this require substantial infrastructure like retaining walls, big enough, even to support a Meridian Township fire engine?**

Resolution changes are nonresponsive.

- 8. Staff: The SUP application form is very clear that “proposed contours of the property” are required and must be submitted with the application. Without these contours and depictions of proposed structures envisioned to deal with elevation changes, how can staff consider the site plan acceptable for the SUP?**

Please note the St. Martha Parish SUP before you for common practice (i.e., proposed contours).

- 9. Staff: The CATA bus stop on the subject property is also a school bus stop, with children crossing Dobie Road in front of the subject property. Has staff considered any safety issues related to these children?**

Resolution changes are nonresponsive.

**10. Staff: Can the Meridian Township Board recommend that the Ingham County Road Department hold public hearings to address public safety concerns on Dobie Road?**

If you had a child crossing Dobie Road to catch their school bus or walk to Quality Dairy for an ice cream cone, wouldn't you want someone to spend a moment on public safety?

Thank you for your consideration.

Brad Shaw



**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** Map Shows States With Lowest Property Taxes  
**Date:** Wednesday, November 5, 2025 12:29:55 PM

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

Hello,

I will not be able to attend the listening session but thought the article topic is worth listening time.

Thank you

Ciney Rich

<https://www.newsweek.com/map-shows-states-with-lowest-property-taxes-10904236>

Sent from my phone

**From:**  
**To:**

[Redacted]

**Subject:** Bringing Issues at Nokomis to Light - Response  
**Date:** Thursday, November 6, 2025 12:56:58 PM  
**Attachments:** [Nokomis Statement on Comm Concerns 08012025.pdf](#)

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

To whom it may concern,

The Nokomis Cultural Heritage Center (NCHC) initially received an email from Carly Swamp from the Ingham County Health Department regarding "Bringing Issues at Nokomis to Light".

The Ingham County Health Department was contacted for clarification on this invite to a "community meeting to bring awareness to concerns affecting the Lansing Community and their families when dealing with Nokomis Learning Center".

This community meeting was scheduled:  
Date: Friday, November 7th, 2025  
Time: 12p-4p  
Location: Ingham County Building 3, Room D & E

After speaking with Lisa Chambers at the Ingham County Health Department (ICHD), it appeared that the ICHD wasn't in support of this issue being brought up against the NCHC. It appeared to be from an employee of theirs.

Sally A. Meyer, MPH, Director of Maternal and Child Health Division, ICHD sent out an email to everyone who originally received an email from their employee, Carly Swamp.

"We would like to make some clarifications about a recent email invitation sent by a member of our staff regarding a meeting about the Nokomis Cultural Heritage Center. This meeting is not being organized by the Ingham County Health Department. We understand this message may have caused some confusion, and we appreciate the opportunity to provide clarification."

"At the Health Department, we value the trust and collaboration we share with all of our partners and the communities we serve."

"Our goal remains to support open communication, mutual understanding, and health for all so that every member of our community can live a happier and healthier life. We deeply value our partnerships with all organizations working to honor and uplift our diverse communities."

There was another email sent out by Kathy Yates, former board member of the NCHC, stating the meeting was still scheduled but the venue has changed.

On August 1, 2025, the NCHC sent out a "Statement on Community Concerns and Our Shared Path Forward", to the community on Natives of Lansing, Facebook. Our NCHC board still stands by this statement. Statement attached.

Since this community meeting is still scheduled with the NCHC the target for this meeting, I need to explain why the NCHC will not be present and has not authorized anyone to speak on our behalf. Three of the primary leaders of this group are former board members of the NCHC.

The NCHC board members, previous and current, have signed confidentiality statements and cannot speak openly at this or any meeting.

Based on this information, the current board of the Nokomis Cultural Heritage Center will not be able to speak openly and will not be attending this meeting. The information we have is confidential and cannot be shared.

Healing of the heart comes from within.

Carol Howard, President  
Nokomis Cultural Heritage Center Board



# Nokomis Cultural Heritage Center

5153 Marsh Rd., Okemos, MI 48864  
www.nokomis.org [info@nokomis.org](mailto:info@nokomis.org) 517-349-5777  
An Anishinaabe Cultural Heritage Center

Since 1988

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## Statement on Community Concerns and Our Shared Path Forward

As dedicated representatives of the Nokomis Cultural Heritage Center, we want to sincerely acknowledge and affirm you have been heard. We have provided a date and time where board minutes can be reviewed. This process is above the requirement of a membership based organization. However, we value concerns and as such, have made accommodations. We also acknowledge the request for resignation of the executive director and board president. However, as a board we do not believe this is warranted.

Nokomis is a private 501(c)(3) organization founded in 1988, with the mission to preserve and present the language, history, arts, and culture of the People of the Three Fires—Ojibwe, Odawa, and Potawatomi Nations. While we are a membership-based organization, Nokomis also serves as one of the informal community hubs for the greater Indigenous community in Lansing, providing a space where the Indigenous community can be affirmed and celebrated. We strongly believe our community deserves multiple places and spaces to affirm identity, gather, educate, and celebrate. As current board members and community members we hope additional places and spaces are created for our community. Nokomis does not want to stand as an obstacle to this progress, but rather as a collaborator and partner for these good things to happen within our community.

Throughout the years, Nokomis has experienced highs and lows, in some cases on the verge of closing the doors permanently. Within the last few years, however, Nokomis has seen significant growth and is looking to rebuild its infrastructure to grow in a sustainable way. As a board, we understand that we are stewards of this process and we approach this work with good intentions to grow in a healthy way. We acknowledge, as board members, our decisions will be questioned and in some cases not agreed with by members of Nokomis and the broader community. As the Board of Directors and staff of Nokomis, we believe that a strong organization is built on understanding, respect, and unity—even within disagreements. We recognize that our greater Lansing Indigenous community is small yet powerful and resilient and with this in mind we believe energy spent on division hinders progress and overall weakens our collective strength.

Our collective vision for Nokomis is to be a space that fosters positive education learning opportunities about the Three Fires People, fosters collaboration, and mutual support. We are committed to working together—Nokomis members, tribal, university, and community members alike—to move forward in a way that is positive, sustainable, and rooted in shared respect. Nokomis is the Anishinabeg word for Grandmother, a figure in our families that empowers, teaches, supports, educates, and loves- we intend to honor those values as a board.

We understand that no one has a monopoly on the solutions and we need to find ways to work together, even when we disagree with each other. To this end, we extend an invitation to join us as we work towards a vision that fulfills the mission of Nokomis and continues to empower this mission. Achieving this mission requires a collective effort involving Nokomis members, board members, Nokomis staff, and our entire community.

Together, we can promote unity, teach our community how to have healthy dialogue and still find healthy ways to work together through disagreements while creating sustainable positive growth.

With a good mind and good heart,

Nokomis Cultural Heritage Board of Directors

**From:** [REDACTED]  
**To:** [REDACTED]  
**Subject:** SUP 25-20  
**Date:** Thursday, November 6, 2025 1:36:51 PM  
**Attachments:** [Board of Trustees 11-6-25.docx](#)

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

Please see attached communication pertinent to this evenings discussion.  
Thank you,  
Kris Kloc

11/6/25

To: Members of the Meridian Township Board of Trustees

Re: Request to Deny SUP Permit #25020 and Review 2023 Master Plan Amendments

Dear Members of the Board of Trustees,

I respectfully request that the Board deny SUP Permit #25020. In addition, I request reconsideration of the 2023 Master Plan (MP) and its Future Land Use Map (FLUM) amendments, as the rezoning and related changes were implemented in a manner inconsistent with the Michigan Planning Enabling Act (MCL 125.3801 et seq.) and the Equal Protection Clause of both the Michigan and U.S. Constitutions.

Specifically, the notice procedures applied to affected properties were unequal, depriving some landowners of a fair opportunity to participate. Based on this, all zoning decisions arising from the 2023 Master Plan should be considered procedurally invalid.

#### 1. Inconsistent Notice Procedures

- a. The Township provided individualized notice to landowners affected by an Urban Services Boundary (USB) amendment.
- b. No individualized notice was provided to adjacent or surrounding landowners affected by a FLUM amendment involving the Fedewa/Faith Lutheran property.
- c. Both amendments were part of the same Master Plan update and considered during the same public process.

Although the Michigan Planning Enabling Act does not require individualized notice for master plan amendments, once the Township chose to provide such notice for one type of amendment, it was obligated to apply that procedure fairly and consistently.

Case law supports this principle. In *Kropf v. Sterling Heights*, 391 Mich. 139 (1974), the Court held that when a governmental entity voluntarily provides notice beyond the legal minimum, it must do so consistently and fairly, or it risks violating a landowner's constitutional due process rights.

#### 2. Evidence of Selective Notification

The following timeline demonstrates inconsistent notice practices:

- a. 3/27/23 – During Planning Commission discussion of the MP and FLUM update, several commissioners requested to hear from residents affected by the Faith Lutheran FLUM change. Township staff stated that a 300-foot notification was not required for Master

Plan changes. Individual landowner notification of this change was “actively discouraged” by township staff.

- b. 4/10/23 – During Planning Commission discussion of USB changes, Commissioner Shrewsberry commented that based on 3/27/23 discussion, she understood that no individual notification for changes made within the MP were required. However, she requested to hear from property owners impacted by changes to the USB. Township staff responded differently than on 3/27/23, stating: “I’m happy to reach out to these properties specifically.”
- c. 8/14/23 & 8/28/23 – Planning Commission meetings confirmed that affected parties received notice regarding USB changes, and the Township received feedback from these parties.
- d. 1/9/24 – Township Board discussion of the MP included Clerk Guthrie’s comment thanking staff for “fixing the property next to Faith Lutheran Church,” which raises concerns about selective notification being part of a broader effort to manipulate the decision-making process involved in the 2023 MP update.

This timeline shows that while the Township voluntarily notified some landowners, it failed to notify others with direct and equal stakes, violating procedural fairness. Meeting records suggest that input from certain property owners regarding FLUM changes was discouraged, which could reflect intentional exclusion and a deliberate choice to limit participation in order to facilitate property development.

### 3. Constitutional and Statutory Concerns

- a. The discretionary outreach by Meridian Township staff and Planning Commission triggered an obligation to provide notice consistently and in a nondiscriminatory fashion.
- b. Failure to notify adjacent property owners regarding FLUM amendments raises due process and equal protection concerns under Michigan and U.S. law.
- c. Selective notice undermines public participation mandates and may expose the Master Plan amendments to legal challenge.

SUP Permit #25020 should be denied due to inconsistent public notice and procedural unfairness. The 2023 Master Plan and FLUM amendments should be revisited and revised to comply with procedural and constitutional requirements.

Providing notice to one set of affected property owners but not another similarly situated group is arbitrary, inequitable, and contrary to the principles of due process and equal protection. I respectfully urge the Board of Trustees to take action to correct these deficiencies.

The Board of Trustee’s fiduciary duties under Michigan law require fair dealings and disinterested conduct for all members of the public they serve. Knowingly approving re-zoning

and special use permits based on a MP and FLUM developed by violating the equal protection rights of township residents could be construed as a violation of your individual fiduciary duties.

Section 86-126 of the township ordinance requires SUP to be compliant with the following standards, which this SUP is not:

*(3) The project is designed, constructed, operated, and maintained so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity and that such a use will not change the essential character of the same area.*

This development does not fit within any surrounding developments. Homes directly to the East and West of this property are two story buildings. This proposal includes 2 story buildings on top of a garage, making this development 3 story buildings. Currently multi-family housing directly to the North is also only two stories. Arrow Tree apartments are to the northeast of this proposed development, do not border the property, and should be considered irrelevant to this proposal.

*(4) The project will not adversely affect or be hazardous to existing neighboring uses.*

For the last several years, neighbors have consistently warned Meridian Township and the Trustees about drainage issues should this property be developed as densely as proposed.

I have lived in my home for over 25 years and my property has never experienced water issues within or around it. Any flooding resulting from this development would be a direct consequence of the project. Neither the developer, Faith Lutheran Church, or Meridian Township can abdicate responsibility for water flow off this property and all will be liable should water flow issues come to fruition.

*(5) The project will not be detrimental to the economic welfare of surrounding properties or the community.*

This proposed development has already negatively impacted surrounding property values. Realtors consistently confirm that such changes negatively affect home prices and inhibit the ability to sell a single-family home bordering this development. Real life experience bears this out.

*(6) The project is adequately served by public facilities, such as existing roads, schools, stormwater drainage, public safety, public transportation, and public recreation, or that the persons or agencies responsible for the establishment of the proposed use shall be able to provide any such service.*

This development is not adequately served by drainage, sewer, or roads. It will require multiple easements to build new drainage lines, sewer lines, and driveways. These new drainage and

sewer lines will require further destruction of forested land beyond the initial 4.28 acres that were rezoned. This area contains trees which are likely several hundred years old and will result in further destruction of natural habitat.

*(8) The project will not involve uses, activities, processes, materials, and equipment and conditions of operation that will be detrimental to any persons, property, or the general welfare by reason of excessive production of traffic, noise, smoke, fumes, glare, or odors.*

This proposed development will increase traffic congestion, particularly the back ups which already occur daily at the Dobie Road and Hamilton/Grand River intersections. In an effort to avoid these back-ups, more cars will cut through and speed through the Shaker Heights/Seneca neighborhood. This neighborhood has no sidewalks. Many residents will now be in unnecessary danger just walking in the neighborhood. The Township has been made aware on numerous occasions of the untenable risk to the residents of the surrounding neighborhood due to this traffic.

Noise and light pollution from this development will impact neighbors to the East and West of this proposed development. From dumpsters to road lights directly in windows, neighbors will be excessively impacted. The developer recently said lights would not be an issue because the back buffer is "heavily wooded". However, in his rezoning application, this very same area was described by the same developer as "mostly scrub". Which is it? It is disheartening to have no one question the multiple inconsistencies/inaccuracies provided regarding this property and by the developer. As another example, on 7/8/24, the developer wrote a letter to the township stating, "We agree to add trees and fencing along the back property line of the four neighbors in the rear". He also at one point promised that none of the buildings would be more than 3 stories. Neither of these statements have proven to be true.

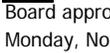
SUP Permit #25020 should be denied due to inconsistent public notice, procedural unfairness, potential harm to neighboring properties, and non-compliance with township ordinance 86-126. The 2023 Master Plan and FLUM amendments should be revisited and revised to comply with procedural and constitutional requirements to avoid violations of the Board's fiduciary duties.

Thank you for your attention to this important matter.

Respectfully submitted,

Kristina Kloc



From:   
To:   
Subject: Board approval of Dobie Road apartment complex  
Date: Monday, November 10, 2025 12:18:23 PM

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Dear Board:

I would first like to comment Angela Demas for her brave vote against the apartment complex construction on Dobie Rd. She mentioned in her comments that there was considerable resident sentiment against this development, and she was therefore choosing to **represent the people of the Township with her “no” vote.**

In previous votes on this development, Treasurer Descheine was present to also vote **against** this ill-advised development. Sadly, the people of the Township are now down to only one Board member who seems to realize that they are representing the people of the Township, rather than the economic interests of developers.

In last weeks meeting, the Board admitted that there **had not been a complete traffic study**, where the impact on the Dobie Rd./Hamilton Rd./Grand River Ave. intersection had been assessed. Furthermore, one Board member mischaracterized this land parcel of consisting of “scrub” vegetation, where in actuality, there are numerous mature, and irreplaceable trees that will be sacrificed. The neighborhoods in the vicinity will undoubtedly see **declining home values** as a result of this apartment complex in their backyards. The community as a whole will face an increased burden of road traffic, and the Township is losing a significant natural resource. I found it insulting to listen to the Board members casually dismiss the **existing traffic backups** at the Hamilton Road/Marsh road roundabout, as “somewhat inconvenient”. These traffic backups are in fact **extremely dangerous to bicyclists and pedestrians**, and should be taken seriously. Why are these issues so flippantly dismissed?

**I believe the voters of the Township deserve better and more representative government.** This group has demonstrated time and time again, a reluctance to listen to the desires of the community. We are seeing a “death by a thousand cuts”, of our quality of life in Meridian Township, as this Board consistently sides with the economic interests of outside developers. Our voices are simply being discounted and ignored by this Board.

In the next election, it is my hope that new candidates step up, so that this Board can be replaced with the type of quality people that have served us so well in the past. Our future as a desirable, livable community is at stake.

Sincerely,

Charles Kotz



**CHARTER TOWNSHIP OF MERIDIAN,  
INGHAM COUNTY  
DOWNTOWN DEVELOPMENT AUTHORITY  
SPECIAL MEETING  
TUESDAY, NOVEMBER 4, 2025 - 8:30 a.m.  
Meridian Municipal Building**



**CHARTER TOWNSHIP OF MERIDIAN,  
INGHAM COUNTY  
DOWNTOWN DEVELOPMENT AUTHORITY SPECIAL MEETING  
TUESDAY, NOVEMBER 4, 2025**

**Notice is hereby given that the Charter Township of Meridian will hold a public meeting on Tuesday November 4, 2025 at 8:30 a.m. in the Meridian Municipal Building, Town Hall Room, 5151 Marsh Road, Okemos, MI 48864 (phone 517-853-4568) to review a proposal submitted by staff for revitalization on Okemos road.**

**The Downtown Development Authority members will review the packet for November 4, 2025 and discuss the proposed item. This meeting will serve as the regular meeting of the Downtown Development Authority for the month of November.**

**Information may be examined at the Department of Community Planning and Development, 5151 Marsh Road, Okemos, Michigan 48864-1198, between the hours of 8:30 a.m. and 4:30 p.m., Monday through Friday. Written comments may be sent prior to the public meeting to Amber Clark Economic Development Director, Charter Township of Meridian, 5151 Marsh Road, Okemos, Michigan, 48864, or by email to [Clark@meridian.mi.us](mailto:Clark@meridian.mi.us).**



FOR IMMEDIATE RELEASE  
November 3, 2025

CONTACT: Kati Adams  
517.349.3866 | [kadams@meridian.mi.us](mailto:kadams@meridian.mi.us)

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### **Harris Nature Center to Hold Sensory-Friendly Night**

*HNC invites those with sensory processing needs to a special after-hours evening*

**Meridian Township, MI** – The Harris Nature Center (3998 Van Atta Road, Okemos) invites people who have sensory processing needs to a special after-hours event **on Friday, November 7 from 5:30 pm to 7:30 pm.**

The building will be open, and exhibits will be altered to reduce sounds and lighting. HNC staff will also provide a quiet room, and sensory kits will be on hand.

Participants are encouraged to explore the HNC [social story](#) and [virtual tours](#) of the building and grounds before arriving.

The event is open to all ages and abilities. Registration is not required, and the event is free.

For more information, contact [hnc@meridian.mi.us](mailto:hnc@meridian.mi.us) or 517.349.3866.

###

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





FOR IMMEDIATE RELEASE  
November 7, 2025

CONTACT: Bart Crane, Assistant Chief of Police  
517.853.4800 | [crane@meridian.mi.us](mailto:crane@meridian.mi.us)

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**Meridian Township Police Warn Residents About Wire Transfer Scam**  
*Residents Urged to be Aware of Fraudulent Emails*

**Meridian Township, MI** – The Meridian Township Police Department is alerting the community to a recent scam involving a fraudulent email. In the reported email, a scammer posed as a Township official and requested a wire transfer from a resident, claiming it was needed for an application fee.

Community members should be aware that this is a scam. **Meridian Township officials will never request wire transfers for any reason.** Anyone who suspects they have received a fraudulent email should report it to the Meridian Township Police Department at 517.332.6526.

For questions, please contact the police department's non-emergency line at 517.853.4800.

###

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



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



FOR IMMEDIATE RELEASE  
November 10, 2025

CONTACT: Scott Hendrickson, Township Supervisor  
517.853.4250 | [hendrickson@meridian.mi.us](mailto:hendrickson@meridian.mi.us)

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## **Meridian Township Board to Hold Final Listening Session of 2025**

*Residents Encouraged to Provide Feedback at November 13 Listening Session*

**Meridian Township, MI** – The Meridian Township Board will hold the final listening session of the year on Thursday, November 13 from 6:00 pm to 7:30 pm at 2|42 Community Center (2630 Bennett Road, Okemos).

Residents are encouraged to attend and share their ideas on what they would like to see in Meridian Township. The Board will also provide a brief overview of current projects, programs, and events taking place in the Township, followed by a time for residents to ask questions.

Anyone unable to attend can provide feedback online at [bit.ly/ListeningSessionsForm](https://bit.ly/ListeningSessionsForm).

After each listening session, a summary of the discussion will be posted on the Meridian Township website at [meridian.mi.us/government/boards-and-commissions/township-board](https://meridian.mi.us/government/boards-and-commissions/township-board) under the *Listening Sessions* folder. The summary will be provided two weeks after the listening session.

For questions, please contact Michelle Prinz at 517.853.4258 or [prinz@meridian.mi.us](mailto:prinz@meridian.mi.us).

###

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



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## Concerns Regarding Misrepresentations in Continental Properties' Rezoning Proposal

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From Ninah Sasy [REDACTED]

Date Tue 11/11/2025 7:15 AM

To Board <Board@meridian.mi.us>

Some people who received this message don't often get email from s [REDACTED] [Learn why this is important](#)

Dear Members of the Meridian Township Board of Directors,

I am writing as a concerned Meridian Township resident to share a detailed review of the October 27, 2025, Planning Commission Meeting Packet and to express serious concerns regarding the accuracy and completeness of Continental Properties' rezoning proposal. Upon examination, several sections of the supporting materials contain misrepresentations, omissions, or inconsistencies that could lead to an inaccurate assessment of the project's true impacts on our community.

Below is a summary of the most critical issues identified for your consideration:

### 1. Traffic Volume Mischaracterization

Document Reference: Traffic and Planning Review (pp. 11–12)

The proposal claims a "significant reduction in potential traffic generation" when compared to a hypothetical commercial buildout, citing 7,715 daily trips for commercial use versus 2,392 for residential.

Concern: This comparison is misleading. The commercial estimate assumes a single 118,000 sq. ft. retail store—an unrealistic scenario given parcel divisions, wetland constraints, and access limitations. Meanwhile, the residential projection relies on average suburban trip rates without accounting for proximity to the Okemos Road corridor. This results in an artificially minimized projection of residential traffic.

### 2. Stormwater and Drainage Minimization

Document Reference: Environmental Summary (pp. 18–20)

The applicant asserts "no net increase in stormwater runoff" and claims "wetland buffers will maintain hydrologic balance."

Concern: No quantitative stormwater modeling or post-development runoff analysis is provided. Without supporting data, these statements are assertions rather than verifiable findings and cannot confirm compliance with Township stormwater standards.

### 3. Infrastructure and Utility Ambiguity

Document Reference: Engineering Staff Notes (pp. 14–15)

While the report states "utilities are available to the site," it omits that existing sewer and storm systems on Central Park Drive and Okemos Road are already operating near capacity, as documented

in the Township's 2024 DPW reports.

Concern: The proposal's omission of off-site infrastructure limitations presents a partial truth that could mislead decision-making regarding readiness for development.

#### 4. Incorrect Economic Equivalence

Document Reference: Comparative Narrative (pp. 8–9)

The proposal suggests rezoning from commercial to residential would "reduce community burden."

Concern: Commercial uses typically produce higher tax revenue per acre and incur lower ongoing service costs than high-density residential development, which increases demand for schools, policing, and infrastructure. No fiscal impact study accompanies this claim, making it a speculative and unsupported economic conclusion.

#### 5. Density Representation and Unit Count Discrepancy

Document Reference: Staff Report – Eyde Land Holdings Settlement Amendment (pp. 6–8)

Continental lists the project as "312 residential units on 30.65 acres (10.2 units/acre)" and asserts consistency with RC zoning.

Concern: This calculation uses gross acreage, which includes wetlands, rights-of-way, and unbuildable buffers. When measured by net buildable land (~26 acres), true density increases to approximately 12 units per acre, exceeding RC zoning parameters. This constitutes statistical dilution and misrepresents the scale of the project.

#### 6. "Public Benefit" Framing Without Evidence

Document Reference: Developer's Rezoning Justification (pp. 6–7)

The proposal claims to "provide new housing choices" and "enhance community vitality."

Concern: No market demand or affordability data supports these assertions. The proposed units and rent levels reflect market-rate housing, not affordable or workforce options. Therefore, the purported public benefit remains unsubstantiated.

#### 7. Environmental Quality Downplaying

Document Reference: Wetland Assessment (pp. 18–19)

The report describes certain wetlands as "low-quality" or "partially disturbed."

Concern: Field notes reference violation notices for unauthorized clearing and grading, which likely degraded these areas. Labeling disturbed wetlands as "low-value" fails to acknowledge that the degradation resulted from human activity, not inherent ecological inferiority.

### Conclusion

Taken together, these issues reveal a concerning pattern of selective framing that favors rezoning approval. The proposal:

- Uses gross-acre calculations to mask true density;
- Employs extreme commercial benchmarks to minimize traffic projections;
- Relies on unsupported claims regarding environmental, fiscal, and public benefits.

Given the site's 15.2% wetland presence and known infrastructure constraints, these omissions and distortions materially affect the accuracy of the proposal's conclusions.

I respectfully urge the Board to request independent verification of Continental's traffic, stormwater, fiscal, and environmental analyses before advancing any rezoning or site plan approvals. Ensuring factual integrity and alignment with Meridian Township's long-term planning goals is essential to preserving community trust and responsible development.

Thank you for your time and consideration.

Respectfully submitted,

Ninah Sasy

Sent from my iPhone

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## Request for Health & Safety Policies & Procedures: Solar Panels & Battery Energy

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**From** Christian & Beth Ann Bechtel <[REDACTED]>  
**Date** Wed 11/12/2025 11:06 AM  
**To** Board <Board@meridian.mi.us>  
**Cc** Courtney Wisinski <wisinski@meridian.mi.us>; Emma Campbell <ecampbell@meridian.mi.us>

FYI, I provided the below public comments at last month's Meridian Township Environmental Commission monthly meeting on Wednesday, October 1, 2025. Additionally, see source references weblinks below at end of written public comments.

Dear Meridian Township Board Members and Environmental Commissioners,

I respectfully ask that Meridian Township ensure health and safety policies and procedures are developed for solar panels and battery energy to prevent local Brownfield toxic industrial waste and to protect and safeguard Meridian Township residents' health from toxic heavy metals and other toxic materials. Solar Panels can contain the toxic heavy metals lead, aluminum, tin, cadmium, and other toxic materials. Batteries can contain the toxic heavy metals mercury, lead, cadmium, nickel, lithium, cobalt, graphite, etc.

As a result, at the federal level, the United States Environmental Protection Agency (EPA) has End-of Life Solar Panels Regulations and Management and Battery Disposal policies. At a local level, nearby Saint Clair County, Michigan has health department regulations pertaining to solar panels and battery energy pollution and decommissioning. It is ideal that locally Meridian Township lead our state and nation with a Solar Panels and Battery Energy health and safety policies and procedures, which is both expected and welcomed by our community residents.

Additionally, in May 2025, the Potato Growers of Michigan (PGMI) released a public statement (see below Weblink #5) urging I quote "policymakers, developers, and communities to prioritize solar siting on rooftops" end quote. Also, in this public statement quote "One critical concern relates to food safety. When solar panels and systems are eventually removed, small fragments of plastic and metal may remain in the soil." end quote.

With the very serious concern of solar panels and batteries generating the pollution of excessive industrial toxic waste that contaminates through releasing these toxic heavy metals into the soil, land, and waterways, the questions to be asked are as follows:

- 1.** What are Meridian Township's policies and procedures to ensure that all current and future solar panels will be placed and installed on building rooftops and off our pristine township soil and land to minimize and eliminate soil land and water pollution and contamination?
- 2.** What are Meridian Township's policies and procedures to ensure proper decommissioning of solar panels and/or batteries to return land and/or properties within the township to their useful and natural condition prior to what existed before solar panels and/or batteries installation and construction, specifically detailing and including the removal of all above and below surfaces infrastructure.

3. What are Meridian Township's policies and procedures to prevent and eliminate all audio and visual pollution created by Solar Panels and Batteries installation and construction?
4. What are Meridian Townships policies and procedures to properly and responsibly recycle solar panels and batteries at the End of Product Life?

Again, please I respectfully ask that Meridian Township ensure these health and safety policies and procedures for solar panels and battery energy are developed to safeguard our Meridian Township residents' health.

See source references weblinks, etc. below:

**Source References:**

1. **Solar Panels Leaving Behind Toxic Trash (08-22-2020)**

<https://www.wired.com/story/solar-panels-are-starting-to-die-leaving-behind-toxic-trash>

2. **U.S. Environmental Protection Agency (EPA)-End Life Solar Panels: Regulations And Management (Last Updated: 08-13-2025)**

<https://www.epa.gov/hw/end-life-solar-panels-regulations-and-management>

3. **U.S. Environmental Protection Agency (EPA)- Used Lithium-Ion Batteries Disposal (Last Updated: 08-13-2025)**

<https://www.epa.gov/recycle/used-lithium-ion-batteries#businesses>

"Lithium-ion (Li-ion) batteries are used in many products such as electronics, toys, wireless headphones, handheld power tools, small and large appliances, **electric vehicles and electrical energy storage systems**. If not properly managed at the end of their useful life, they can cause harm to human health or the environment."

4. **ST. CLAIR COUNTY, MICHIGAN A RESOLUTION 25-13 APPROVING THE ST. CLAIR COUNTY HEALTH DEPARTMENT REGULATION REGARDING SOLAR ENERGY AND BATTERY ENERGY STORAGE FACILITIES AND PROVIDING FOR SUCH REGULATIONS TO BE GIVEN IMMEDIATE EFFECT (05-01-2025)**

[https://stclaircounty.org/PageBuilder/scchd/Uploads/BOC%20Resolution%2025-13%20Health%20Dept%20Solar%20Energy%20%20Battery%20Energy%20Storage\\_signed.pdf](https://stclaircounty.org/PageBuilder/scchd/Uploads/BOC%20Resolution%2025-13%20Health%20Dept%20Solar%20Energy%20%20Battery%20Energy%20Storage_signed.pdf)

5. **ST. CLAIR COUNTY, MICHIGAN HEALTH DEPARTMENT REGULATION 25-01 REGULATION REGARDING SOLAR ENERGY AND BATTERY ENERGY STORAGE FACILITIES (05-01-2025)**

[https://stclaircounty.org/PageBuilder/scchd/Uploads/Regulation.\\_Final%20\(Enacted\).pdf](https://stclaircounty.org/PageBuilder/scchd/Uploads/Regulation._Final%20(Enacted).pdf)

6. **Public Statement From Potato Growers of Michigan (PGMI) On Solar Energy Development And Land Use (05-08-2025)**

<https://mipotatogrowers.com/2025/05/08/public-statement-from-potato-growers-of-michigan-pgmi-on-solar-energy-development-and-land-use>

**Additional References Regarding Health & Food Safety and Security:**

7. **Solar Power Depletes Farmlands Of Rich Soil (05-29-2024)**

<https://www.instituteforenergyresearch.org/renewable/solar/solar-power-depletes-farmlands-of-rich-soil/>

**8. The Dark Side Of Solar Power: Some Of American's Most Productive Farmland Is At Risk (04-29-2024)**

<https://www.fastcompany.com/91115272/solar-power-america-productive-farmland-at-risk>

Thank you.  
Beth Bechtel  
Haslett, MI

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**RE: Concerns about Authentix Okemos Project**

---

**From** Tim Schmitt <schmitt@meridian.mi.us>

**Date** Thu 11/13/2025 9:18 AM

**To** Du Yidi <[REDACTED]> Planning Commision (DG) <planningcommission@meridian.mi.us>

**Cc** Communications (DG) <communications@meridian.mi.us>; Tim Dempsey <dempsey@meridian.mi.us>; Board <Board@meridian.mi.us>

Mr. Du,

I will make sure your letter is included in the packet.



**Timothy R. Schmitt, AICP**

Director of Community Planning and Development

[schmitt@meridian.mi.us]schmitt@meridian.mi.us

W 517.853.4506

**A Prime Community**

5151 Marsh Road | Okemos, MI 48864

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

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**From:** Du Yidi <[REDACTED]>

**Sent:** Wednesday, November 12, 2025 7:41 PM

**To:** Planning Commision (DG) <planningcommission@meridian.mi.us>; Tim Schmitt <schmitt@meridian.mi.us>

**Cc:** Communications (DG) <communications@meridian.mi.us>; Tim Dempsey <dempsey@meridian.mi.us>; Board <Board@meridian.mi.us>

**Subject:** Concerns about Authentix Okemos Project

Dear Director Schmitt,

Could you please forward the following concerns and requests to the members of the Planning Commission?

My name is Yidi Du, and I am a resident of the Central Park Estate. I am writing to formally request that the Planning Commission delay the vote on the current zoning change request to allow for further investigation into critical infrastructure, environmental, and community impact issues.

Based on the discussion at the October 27th Planning Commission meeting, I have specific questions and suggestions for committee members that I believe must be addressed before proceeding with the application:

- For Ms. Snyder: You mentioned a potential 8 unit/acre zoning change for the entire parcel. Could we formally request Continental Properties to provide a proposed map for this higher-density zoning? As a resident, seeing a detailed map would help us understand the full impact of such a change and determine if it is appropriate for our community. A denser zone in one area may also significantly improve the Average Median Income (AMI) for the proposed rental units.

- For Mr. McConnell: Given that traffic safety is a primary concern, has the committee considered the safety of cyclists? We have numerous cyclists in our community, and the opening of Authentix will likely increase bicycle traffic. Are there plans to establish dedicated bicycle lanes on Columbus and Belvedere?

- For Mr. McCurtis: You raised alarms about traffic, site access, and potential wetlands. With staff deferring emergency access as a "future issue," are you concerned that this proposal ignores critical infrastructure and environmental constraints, which could lead to significant public safety and traffic problems down the line?

- For Mr. Brooks: You specifically identified major concerns regarding the developer's density calculations and minimal parking provisions. Considering your stated worries about traffic on Central Park Drive, are you concerned that the Commission is being asked to approve a plan based on flawed assumptions that will inevitably overwhelm local roads?

- For Mr. Romback: Our community has presented evidence showing Continental Properties' highly manipulated business rating. How can the developer be considered trustworthy when they have demonstrated an ability to artificially change their BBB rating from extremely low to an A+?

- For Chair Shrewsbury: Given the extensive concerns raised by residents and the ongoing progress toward identifying viable alternatives to the current proposal, why is there continued pressure to push the voting date forward on this application? We believe delaying the vote will allow the process to move in the right direction by ensuring all concerns are fully addressed.

Thank you for your assistance in relaying these urgent matters to the Planning Commission members. I will see you all next Monday.

Sincerely,  
Yidi Du  
Central Park Estate Resident

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**Re: Request to Uphold Original Zoning and Closely Review Continental's Rezoning Proposal**

---

**From** Raman S <[REDACTED]>

**Date** Thu 11/13/2025 11:24 AM

**To** Planning Commision (DG) <planningcommission@meridian.mi.us>

**Cc** Scott Hendrickson <hendrickson@meridian.mi.us>; Tim Schmitt <schmitt@meridian.mi.us>; Board <Board@meridian.mi.us>

 2 attachments (40 KB)

ContinentalPlanComparedwith2023MasterPlan.docx; Refutation of the Continental Plan.docx;

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

I am sorry.

I forgot to add one more attachment.

Please discard the old email and you this instead.

It has both the attachments.

The second attachment contains comparison of the continental plan against the 2023 Master Plan.

Thanks,

Raman

*Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, or distribution of this communication(s) is expressly prohibited. If you are not the intended recipient, please [contact](#) the sender by e-mail and [destroy all copies](#) of this message including the original.*

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**From:** Raman S <[REDACTED]>

**Sent:** Wednesday, November 12, 2025 10:30 AM

**To:** board@meridian.mi.us <board@meridian.mi.us>; planningcommission@meridian.mi.us <planningcommission@meridian.mi.us>

**Cc:** Scott Hendrickson <hendrickson@meridian.mi.us>; schmitt@meridian.mi.us <schmitt@meridian.mi.us>; board@meridian.mi.us <board@meridian.mi.us>

**Subject:** Request to Uphold Original Zoning and Closely Review Continental's Rezoning Proposal

Dear Meridian Township Planning Commission,

**Subject:** Request to Uphold Original Zoning and Perform a Deep Dive Review of the Continental's Rezoning Proposal

I am writing to respectfully urge the Commission **not to approve the proposed zoning change** for the Continental development site.

**1. Protecting the Zoning Residents Bought Into**

The current zoning represents the community plan that Central Park Estates (CPE) residents relied upon when purchasing their homes. Changing it now would effectively alter the "terms of purchase" after the fact. Just as no

I have attached a detailed document, **"Refutation of the Continental Plan,"** summarizing these findings for your consideration. I strongly encourage the Commission and staff to independently verify these points before any recommendation is made. Also, I respectfully request that:

- **This email and attached document be entered into the official public record** for the upcoming Planning Commission proceedings regarding this proposal.
- **A confirmation of receipt** be provided so I can ensure my submission has been properly included in the review materials.

Thank you for your continued diligence and commitment to protecting the integrity of Meridian Township's planning process and community standards.

Thanks,  
Raman

[REDACTED]  
[REDACTED]  
[REDACTED]

*Confidentiality Notice: This message, including any attachments, is intended solely for the use of the named recipient(s) and may contain confidential and/or privileged information. Any unauthorized review, use, disclosure, or distribution of this communication(s) is expressly prohibited. If you are not the intended recipient, please contact the sender by e-mail and destroy all copies of this message including the original.*

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**From:** Raman S [REDACTED]  
**Sent:** Saturday, October 18, 2025 6:26 PM  
**To:** schmitt@meridian.mi.us <schmitt@meridian.mi.us>; hendrickson@meridian.mi.us <hendrickson@meridian.mi.us>; board@meridian.mi.us <board@meridian.mi.us>  
**Subject:** Formal Request for Continued Hearing and Further Analysis on Authentix Okemos Project

Dear Scott Hendrickson, Township Supervisor and Township Board Members,  
Tim Schmitt, Community Planning and Development Director

Sub: Formal Request for Continued Hearing and Further Analysis on Authentix Okemos Project

Dear Township Board and Planning Commission,  
As residents of meridian township, we are formally requesting that the Planning Commission continue the hearing process regarding the Authentix Okemos project. We strongly believe that additional analysis is needed before any decisions are made, and we would like to highlight the specific item below that require more time and consideration.

## Additional Time Needed for Traffic Study Review

The township residents require more time to thoroughly review the traffic study associated with this project and to consult a traffic engineer for expert analysis. The current study appears not to account for all relevant factors and is challenging to interpret without specialized expertise. Specifically, we need to understand more about:

- Peak-hour pedestrian and bicycle counts
- School, day-camp, and retail trip patterns
- Queueing and delay analysis at Belvedere/Columbus/Central Park and Grand River approaches
- Conflict analysis for crossings
- Mitigation options with level-of-service and safety outcomes

Thank you for prioritizing our community's safety and access. Please add this letter to the public record for the Authentix Okemos Project and ensure every member of the Township Planning Commission receives a copy.

Meridian Township Residents

Thanks, Raman

---

**From:** Raman S [REDACTED]  
**Sent:** Monday, September 22, 2025 10:12 AM  
**To:** schmitt@meridian.mi.us <schmitt@meridian.mi.us>; hendrickson@meridian.mi.us <hendrickson@meridian.mi.us>; board@meridian.mi.us <board@meridian.mi.us>  
**Subject:** Concerns Regarding Proposed Development at Central Park Estates

**Date:** 9/22/2025

Dear Scott Hendrickson, Township Supervisor and Township Board Members,  
Tim Schmitt, Community Planning and Development Director

Subject: Concerns Regarding Proposed Development at Central Park Estates

I am opposed to the variance in zoning and the proposed residential apartment complex that would be situated in front of the Central Park Estates neighborhood for the following reasons:

- **Traffic and Road Congestion:** The development will significantly increase traffic volume and congestion, raising concerns about pedestrian and resident safety.

- **Environmental Impact:** The project threatens local wetlands, mature trees, and wildlife habitats, potentially causing irreversible ecological damage.
- **Strain on Infrastructure:** Additional residential units will place pressure on schools, police and fire services, and water and sewer systems, which may not be adequately equipped to handle the increased demand.
- **Security, Noise, and Privacy:** The proximity of a transient population could lead to elevated noise levels, reduced privacy, and new security challenges for current residents.
- **Character of the Area:** The reduction in green space and the introduction of higher-density housing and retail will alter the established character of the neighborhood.
- **Property Values:** The desirability of the area may decline, resulting in a negative impact on homeowner property values.
- **Limited Access:** Central Park Estates people will have no other way to enter or exist except through the new apartment complex roads, which poses a serious safety and logistical concern. Also, the increase in traffic from the proposed development could exacerbate bottlenecks and hinder emergency response times.

As elected officials, the Meridian Township Board and Planning Commission should carefully evaluate these concerns and ensure they are fully addressed before making any decisions regarding this project.

**I urge the Board to delay any approval until a comprehensive impact study is conducted, and meaningful community input is gathered. Residents deserve transparency, safety, and thoughtful planning that reflects the long-term interests of our neighborhood.**

Sincerely,

Raman Sharma

[Redacted signature block]

After comparing **Continental Properties' Eyde Central Park proposal** (October 27 2025 packet) with the **Meridian Township 2023 Master Plan**, here's a clear summary of the key conflicts:

---

### 1. Future Land Use Map Conflict

- The **2023 Master Plan** still designates the **Eyde Central Park site** as **Commercial** use — a holdover from the 2017 plan.
- The **Continental proposal** seeks to **rezone from RD (8 units/acre) + CS (Commercial Service) to RC (14 units/acre, multi-family residential)**.
- Planning staff explicitly note that:

*“The Future Land Use Map designation for the site has not been updated to match the settlement agreement... The 2017 and 2023 plans still show Commercial across the entire site.”*

► Therefore, the proposed **multi-family residential use directly contradicts the current Future Land Use Map**, which envisions commercial activity along Central Park Drive.

---

### 2. Environmental and Wetland Preservation

- The **2023 Master Plan** emphasizes *“protecting wetlands and discouraging development adjacent to them unless it maintains long-term viability”*.
  - The proposal admits **encroachments into wetland setbacks** (even if offset elsewhere) — contrary to the Master Plan's “no net loss and preservation first” framework.
    - Conflict: project seeks flexibility to build closer to wetlands than Township policy encourages.
- 

### 3. Orderly Transition and Land Use Pattern

- The **Master Plan's zoning correlation table** maps **Commercial uses along collector roads** like Central Park Drive, with **Multi-Family Residential used as transition zones farther back**.

- The proposal **reverses that hierarchy**, placing **multi-family directly on Central Park Drive**, eliminating the planned commercial transition zone.
    - ▶ Conflict: inconsistent with the Master Plan’s intended land-use gradation.
- 

#### 4. Traffic and Infrastructure Capacity

- The **Master Plan** calls for “*balanced growth and sustainable infrastructure*” and recommends reducing congestion and improving pedestrian safety.
  - Residents and staff note the development would add thousands of daily trips to a narrow, curved local road system — potentially undermining those goals.
    - ▶ Conflict: higher-density housing here may exceed infrastructure capacity envisioned in the 2023 plan.
- 

#### 5. Sustainability and Environmental Goals

- The **Master Plan’s “Balance Strategic Growth & Environmental Preservation”** goal prioritizes **infill on previously developed sites**, not new high-density construction in environmentally sensitive, semi-natural corridors.
    - ▶ Conflict: project targets largely **vacant, partly wetland-buffered land**, contrary to infill-first sustainability policy.
- 

#### 6. What the Plan Supports Instead

The 2023 Master Plan’s preferred direction for this corridor is:

- **Commercial or mixed-use redevelopment** along Central Park Drive.
- **Environmental protection** and **gradual transitions** to medium- or low-density housing eastward.

The **Continental proposal**, by contrast, seeks a **dense multi-family complex** replacing the commercial frontage and encroaching on wetland setbacks—therefore **out of alignment with both the Future Land Use Map and multiple policy goals of the 2023 Master Plan**.

## **Refutation of the Continental (Incorrect) Assertions:**

Based on a full review of **October 27, 2025, Meridian Township Planning Commission Meeting Packet**, several **misrepresentations and inconsistencies** appear in Continental’s proposal and supporting analysis as listed below:

---

### **Traffic Volume Mischaracterization**

**Document reference:** Traffic and Planning Review excerpts (pp. 11–12)

**What’s stated:**

The proposal claims “a significant reduction in potential traffic generation” compared to a commercial buildout, based on a modeled **7,715 daily trips for commercial vs 2,392 for residential**.

**Refutation: Logical flaw**

- The “commercial” trip estimate assumes **a single 118,000 sq ft Walmart-like store**, which is not possible due to parcel division, wetlands, and access limits.
- The residential trip estimate uses **industry averages for suburban apartments** but ignores proximity to the Okemos Road corridor — underestimating real traffic impact.

This is a **false contrast** — an extreme retail scenario is compared to an undercounted residential scenario.

---

### **Stormwater & Drainage Minimization**

**Document reference:** Environmental summary (pp. 18–20)

**What’s stated:**

The proposal asserts there will be “no net increase in stormwater runoff” and that “wetland buffers will maintain hydrologic balance.”

**Refutation: No supporting data**

There is **no quantitative stormwater model** included. No analysis of **post-development runoff volume, detention capacity, or impervious surface increase** is shown. The “no net impact” statement is **unsupported by data**.

This represents an **assertion without evidence**, implying compliance without demonstrating it.

---

### **Infrastructure and Utility Ambiguity**

**Document reference:** Engineering staff notes (p. 14–15)

**What’s stated:**

The report states “utilities are available to the site.”

**Refutation: Logical flaw**

While technically true, the **existing sewer and storm infrastructure** on Central Park Drive and Okemos Road is already **operating near capacity** (noted in previous 2024 DPW reports). The proposal omits any commitment to off-site capacity implying full readiness when **infrastructure upgrades would be necessary**.

This is a partial truth while leaving out constraints that alter its meaning.

---

### **Incorrect Economic Equivalence**

**Document reference:** Comparative narrative between commercial and residential uses (p. 8–9)

**What’s stated:**

The proposal suggests that replacing commercial zoning with residential use “reduces community burden.”

**Refutation: Erroneous reasoning**

Commercial development contributes **higher long-term tax revenue** per acre with **lower ongoing service costs** than multi-family residential (which increases school enrollment, policing, and infrastructure use).

No fiscal impact analysis accompanies this assertion.

This is a **fiscal false equivalence**, substituting assumption for verified financial modeling.

---

### **Density Representation and Unit Count Discrepancy**

**Document reference:** Staff report, *Eyde Land Holdings Settlement Amendment* (pp. 6–8)

**What's stated:**

Continental describes the project as “312 residential units on 30.65 acres (10.2 units/acre),” presenting this as **consistent with RC zoning**.

**Refutation: Misrepresentation**

The density is calculated using **gross acreage**, which includes wetlands, road rights-of-way, and unbuildable buffers. When based on **net buildable land (~26 acres)**, actual density rises to **≈12 units/acre**.

This is **statistical dilution**, presenting density as lower by dividing by unusable land.

---

**“Public Benefit” Framing Without Evidence**

**Document reference:** Developer’s justification for rezoning (pp. 6–7)

**What's stated:**

The developer claims the project will “provide new housing choices” and “enhance the vitality of the area.”

**Refutation: False Premise**

No market demand analysis or affordability data is provided to substantiate these claims. Unit types and rent levels are typical of **market-rate apartments**, not workforce or affordable housing.

Thus, the “public benefit” argument lacks empirical support and serves as **appeal to positive intent**, not demonstrable outcome.

---

**Environmental Quality Downplaying**

**Document reference:** Wetland assessment summary (pp. 18–19)

**What's stated:**

Some wetland areas are described as “low-quality” and “partially disturbed.”

**Refutation: Misrepresentation**

Field notes also acknowledge **violation notices** for unauthorized clearing and grading, which likely altered wetland conditions. Characterizing degraded wetlands as “low-value” ignores that degradation was **caused by human activity**, not natural quality.

---

## Conclusion

The **Continental Properties proposal** selectively frames data to favor rezoning, relying on:

- Gross-acre calculations that disguise true density;
- Extreme-case commercial benchmarks;
- Unsupported claims of environmental and economic neutrality.

When contextualized with the **actual 15.2% wetland presence and existing infrastructure limitations**, *these omissions and assumptions significantly overstate the project's compatibility with community goals and infrastructure capacity.*

**From:** [Angela Demas](#)  
**To:** [Michelle Prinz](#)  
**Subject:** Fw: Letter to Township Board  
**Date:** Friday, November 14, 2025 1:08:21 PM  
**Attachments:** [Letter to Board 112025.docx](#)  
[Outlook-f5cwk0xl.png](#)

---

Sincerely,



**Angela Demas**

*Meridian Township Clerk*

[demas@meridian.mi.us](mailto:demas@meridian.mi.us)

Main: 517.853.4300 | Direct: 517.853.4304

5151 Marsh Road | Okemos, MI 48864

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



**A Prime Community**

To check your voter registration status, request an absent voter ballot or to track your ballot, please visit [www.michigan.gov/vote](http://www.michigan.gov/vote)

---

**From:** Cecelia Kramer [REDACTED]  
**Sent:** Friday, November 14, 2025 1:05 PM  
**To:** Board <[Board@meridian.mi.us](mailto:Board@meridian.mi.us)>  
**Subject:** Fw: Letter to Township Board

Some people who received this message don't often get email from [REDACTED] [Learn why this is important](#)

----- Forwarded Message -----

**From:** Cecelia Kramer [REDACTED] >  
**To:** [Stephaney Guild <guild@meridian.mi.us>](mailto:Stephaney Guild <guild@meridian.mi.us>)  
**Sent:** Friday, November 14, 2025 at 12:44:46 PM EST  
**Subject:** Fw: Letter to Township Board

----- Forwarded Message -----

**From:** Cecelia Kramer [REDACTED]  
**To:** [Dempsey@meridian.mi.us <dempsey@meridian.mi.us>](mailto:Dempsey@meridian.mi.us <dempsey@meridian.mi.us>)  
**Sent:** Friday, November 14, 2025 at 12:41:13 PM EST

**Subject:** Letter to Township Board

Attached is a letter for the Township Board to show our distress about the new Forest Hills Lift Station Project.

# Forest Hills Homeowners Association

---

November 11, 2025

Township Board  
Meridian Township  
5151 Marsh Road  
Okemos, MI 48864

RE: Forest Hills Lift Station Electric Panel

Dear Township Board:

Recently, the Township started a reconstruction project on the Forest Hills Lift Station located at the corner of Hillside and Northview. We realize that updating and upgrades of utilities are necessary, and that the location chosen for the 1964 pump station originally, then enlarged and turned into a lift station in 1994, was a bit constrained as it sits on the east side of a formerly platted lot dedicated for the use of the right of way for Northview, nonetheless, this project needs some serious reconsideration and redesign.

At our annual Forest Hills Homeowners Association Membership Meeting, Tim Dempsey previewed for the FHHA members the fact that an upgrade was to be expected, and in fact, offered a drawing of the new lift station as designed, with a series of landscaping trees screening the station from the Beech Homestead (1568 Hillside.) Nowhere on the information provided was the auxiliary electrical panel shown. This panel is our main objection.

We must seriously object to the location and style of the adjacent panel box structure. Consumers Energy offered to the Township a drawing of what they would like to have for their panel box and meter which was installed as designed. It is absolutely basic and industrial in appearance. Further, the Township/Consumers Energy has located it directly on/next to the front right-of-way margin for Hillside Drive. This location makes it impossible for the Township to provide proper landscaping or camouflaging of the panel from the road for aesthetics sake.

This is a main entrance where subdivision visitors drive in and is directly across the street from several homesteads. Ours is a moderately priced, middle class, older subdivision that will now sport a very industrial looking project as the first view that visitors to our neighborhood see. This is not good for either neighborhood morale, or our subdivision economy.

Please look at this as a request for panel camouflaging through planting around it, housing it in a shed, lowering the height and perhaps, relocating it back farther from the roadway making it less intrusive.

Sincerely,

*Cecelia Kramer*

Cecelia Kramer  
President FHHA



The central focus of the image is an outdoor electrical installation. It consists of two vertical metal poles supporting a metal frame. A smaller, square meter box is mounted on the left pole, with a white conduit pipe leading from its bottom to a larger, rectangular panel mounted on the right pole. The panel has two handles. The entire structure is situated on a patch of ground with some gravel and fallen leaves.













9.B

**CONSENT AGENDA  
PROPOSED BOARD MINUTES**

**PROPOSED MOTION:**

- (1) Move to approve and ratify the minutes of the Regular Meeting of November 6, 2025 as submitted. (1)**

**ALTERNATE MOTION:**

- (1) Move to approve and ratify the minutes of the Regular Meeting of November 6, 2025 with the following amendment(s):[insert amendments]**

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

PRESENT: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.

ABSENT: Treasurer Burghardt

STAFF: Township Manager Dempsey, Parks and Recreation Director Wisinski, Communications Manager Diehl, Assistant Police Chief Crane, Community Planning and Development Director Schmitt, IT Director Gebes

1. CALL MEETING TO ORDER

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

2. PLEDGE OF ALLEGIANCE/INTRODUCTIONS

Supervisor Hendrickson led the Pledge of Allegiance.

Supervisor Hendrickson asked to take a moment to send good thoughts to Treasurer Burghardt who is recovering from surgery.

3. ROLL CALL

Clerk Demas called the roll of the Board. Six Board members present at 6:01 pm.

Treasurer Burghardt was absent.

4. PRESENTATION

A. Volunteers of the Year – Missy and Dave Foran

Director Wisinski and Market Manager Cary recognized Missy Foran and Dave Foran for their dedicated service to the Farmers’ Market. Director Wisinski presented Mrs. and Mr. Foran with a certificate.

B. Pancake Breakfast Check Presentation

Communications Manager Diehl presented checks for the Muscular Dystrophy Association and for the Meridian Scouts Campership and Scholarship Fund. Ted Farris accepted the check on behalf of the Scouts. Chuck Melesco, President of the Meridian Township Firefighters Association, accepted the check on behalf of the Muscular Dystrophy Association.

C. Introduction of New Police Officer – Jordan Tuttle

Assistant Chief Crane introduced Officer Tuttle.

5. CITIZENS ADDRESS AGENDA ITEMS AND NON-AGENDA ITEMS

Supervisor Hendrickson opened public comment at 6:16 pm.

David Kloc, Kristina Kloc, Robert Metko, Josh Nahum, Bradley Shaw, Jerry Fedewa, and Brett Stockhall spoke about SUP #25-20, agenda item 10.B.

Beth Bechtel spoke about solar panels and toxic heavy metals.

Supervisor Hendrickson closed public comment at 6:38 pm.

6. TOWNSHIP MANAGER REPORT

Manager Dempsey gave updates on:

- Final listening session is November 13<sup>th</sup> at 6pm at 2|42 Community Center, 2630 Bennet Rd.
- Warned residents that scammers have been posing as township officials in emails and recommended residents call to speak with staff before submitting payments.
- Recognized Chief Engineer Younes Ishraidi and Administrative Assistant II Denise Green for their response to resident concerns, along with all the project engineers and technicians.
- Recognized Fire Department for their response to a significant house fire last evening.

7. BOARD MEMBER REPORTS OF ACTIVITIES AND ANNOUNCEMENTS

Trustee Sundland attended Economic Development Corporation meeting.

Clerk Demas thanked staff for fielding election questions, and mentioned the upcoming Democracy Class on November 17<sup>th</sup>.

Trustee Lentz attended the Environmental Commission meeting, recognized former Environmental Commissioner John Sarver, and thanked emergency service staff for their response to a highway crash he witnessed.

Supervisor Hendrickson noted that Bill Fowler resigned from Planning Commission and there are numerous vacancies on appointed Boards and Commissions. He also attended the Township Spooktacular event.

8. APPROVAL OF AGENDA

Supervisor Hendrickson requested the addition of a consent agenda item, 9.J Placement of Delinquent Special Assessments, Delinquent Utilities, Delinquent False Alarms, Unpaid Lot Mowing/Code Violations and Misc. Fees on the Winter Tax Roll for 2025.

**Trustee Wilson moved to approve the Agenda as amended. Supported by Trustee Lentz.**

**VOICE VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 6-0**

9. CONSENT AGENDA

November 6 Closed Session minutes were provided to Board Members.

**Clerk Demas moved to approve the Consent Agenda as presented. Supported by Trustee Trezise.**

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 6-0**

10. ACTION ITEMS

- A. Special Use Permit #25-21 – St. Martha’s Parish and School – 1100 West Grand River – Addition to a building over 25,000 feet

Director Schmitt gave an overview of the discussion to date.

Board members outlined their reasons for supporting the SUP, using the Sec. 86-126 Review Criteria provided.

**Trustee Wilson moved to adopt the resolution approving Special Use Permit #25-21, a request from St. Martha Parish and School to expand the existing building that is greater than 25,000 square feet by 11,000 square feet, to accommodate an expansion to the school. The property is located at 1100 West Grand River Avenue (Parcel Id No 33-02-02-23-476-001) and is zoned RR, Rural Residential. Supported by Trustee Trezise.**

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: NONE**

**Motion carried: 6-0**

**At 6:56 Supervisor Hendrickson called for a 5-minute recess. The Board reconvened at 7:02.**

- B. Special Use Permit #25-20 – Fedewa Holdings – 4601 Dobie Road – Construct a series of buildings larger than 25,000 feet

Director Schmitt gave an overview of the discussion to date. He followed up on questions from the previous Board discussion.

Board members asked about the driveway on the parcel and the neighboring property, Master Plan compliance, conditional rezoning, clarity on Section 86-126(4) and (5) of the Review Criteria, building height, dumpster relocation, potential for increased traffic, consideration given to how Township notifies property owners of nearby development in the future, and screening of the property from neighboring properties.

Board members provided information about past discussions that are relevant to questions asked in this discussion, noting the modifications the applicant has made in response to Board input.

The Board discussed the Sec. 86-126 Review Criteria to determine whether the SUP would be in compliance with the applicable standards and requirements. Board members suggested adding adequate screening as a condition to be approved. Concerns raised by residents, including traffic and noise levels were discussed.

Board members outlined their reasons for either supporting or opposing the SUP, using the Sec. 86-126 Review Criteria provided.

**Trustee Trezise moved to approve and to adopt the resolution approving Special Use Permit #25-20, a request from Fedewa Holdings to construct four buildings at 4601 Dobie Road (Parcel Id No 33-02-02-22-454-003) north of Faith Lutheran Church, subject to the following conditions:**

- Approval is granted in general accordance with the proposed site plan as prepared by BRS Engineering, as received by the Township on August 22, 2025.
  - Any future changes to the SUP will require an amendment to SUP #25-20.
  - All conditions for REZ #25-01 shall continue to apply.
  - SUP #25-20 will become void if construction related to the SUP has not commenced within 24 months of the effective date of the SUP, or if all construction related to the SUP is not completed within 36 months of the effective date of the SUP, unless an extension is granted.
  - No more than 32 dwelling units shall be permitted on the property.
  - A 100 foot building setback is required along the western property line of the parcel as well as adequate screening as determined by the Building Department and the Director of Community Planning.
  - All buildings on the site shall be 2 ½ stories or less.
  - All buildings on the site shall be 35 feet tall or less.
  - No construction on the site shall begin until all approvals of the Ingham County Drain Commission and the Ingham County Road Department have been granted.
- Supported by Trustee Wilson.

**ROLL CALL VOTE: YEAS: Supervisor Hendrickson, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.**

**NAYS: Clerk Demas**

**Motion carried: 5-1**

C. 3<sup>rd</sup> Quarter Budget Amendments

Manager Dempsey gave an overview of the requested amendments.

Board members asked about the City of Lansing's 425 Agreement.

**Trustee Wilson moved to approve the third quarter 2025 budget amendments with an increase in budgeted fund balance for the General Fund in the amount of \$266, 209 which projects an increase in fund balance of \$66,902. Based on 2024 results, the projected fund balance at December 31, 2025, will be \$12,720,162. Supported by Trustee Lentz.**

**ROLL CALL VOTE:** YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.

**NAYS: NONE**

**Motion carried: 6-0**

D. Public Act 152 Annual Healthcare Exemption Option

Manager Dempsey gave an overview of the proposed exemption option.

Board members outlined support for the resolution.

**Clerk Demas moved to approve the resolution to adopt the Annual Exemption Option (Section 8) as set forth in 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act. Supported by Trustee Lentz.**

**ROLL CALL VOTE:** YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.

**NAYS: NONE**

**Motion carried: 6-0**

11. BOARD DISCUSSION ITEMS

A. Township Manager Review Process

Supervisor Hendrickson outlined the process to date.

Board members asked about the review process and discussed potential improvements.

12. COMMENTS FROM THE PUBLIC

Supervisor Hendrickson opened public comment at 8:11 pm.

Kristina Kloc, David Kloc, and David Fedewa spoke about SUP #25-20, agenda item 10.B.

Supervisor Hendrickson closed public comment at 8:16 pm.

13. OTHER MATTERS AND BOARD MEMBER COMMENTS

None

14. ADJOURNMENT

**Trustee Lentz moved to adjourn. Supported by Trustee Wilson.**

**VOICE VOTE** YEAS: Supervisor Hendrickson, Clerk Demas, Trustee Lentz, Trustee Sundland, Trustee Trezise, and Trustee Wilson.

**NAYS: NONE**

**Motion carried: 6-0**

**The meeting adjourned at 8:16 pm.**

---

Scott Hendrickson  
Township Supervisor

---

Angela Demas  
Township Clerk



To: Board Members  
From: Tim Dempsey, Township Manager  
Date: November 18, 2025

Charter Township of Meridian  
Board Meeting  
11/18/2025

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

|  |           |                            |
|--|-----------|----------------------------|
| COMMON CASH  | \$        | 523,035.29                 |
| PUBLIC WORKS   | \$        | 23,192.50                  |
| TRUST & AGENCY                                       | \$        | 4,752.64                   |
| <b>TOTAL CHECKS:</b>                                 | <b>\$</b> | <b>550,980.43</b>          |
| CREDIT CARD TRANSACTIONS<br>10/31/2025 to 11/13/2025 | \$        | 14,517.89                  |
| <b>TOTAL PURCHASES:</b>                              | <b>\$</b> | <b><u>565,498.32</u></b>   |
| <b>ACH PAYMENTS</b>                                  | <b>\$</b> | <b><u>1,311,341.57</u></b> |

User: LEE

EXP CHECK RUN DATES 11/18/2025 - 11/18/2025

DB: Meridian

JOURNALIZED OPEN AND PAID

BANK CODE: GF53 - CHECK TYPE: PAPER CHECK

| Vendor Name                   | Description  | Amount    |
|-------------------------------|--|-----------|
| 1. A T & T                    | OCT 28 - NOV 27 - INTERNET M1 321840834 - 2025     | 205.24    |
|                               | NOV 5 - DEC 4 - INTERNET F3 327704413 - 2025       | 158.99    |
|                               | NOV 7 - DEC 6 - INTERNET F2 327774829 - 2025       | 158.99    |
|                               | NOV 7 - DEC 6 - INTERNET P1 327774999 - 2025 PO    | 205.24    |
|                               | TOTAL  | 728.46    |
| 2. ABLE EYES                  | ABLE EYES VIRTUAL TOUR MARKETPLACE ON THE GREEN    | 1,098.00  |
| 3. AIS CONSTRUCTION EQUIPMENT | MP - WATER - 30 - REPAIRS                          | 1,934.97  |
| 4. ALEX ZEGARZESKI            | REIMB - HALLOWEEN 2025 EVENTS                      | 38.14     |
| 5. ANTONIO TREVINO            | REIMBURSEMENT FOR GAS BOUGHT FOR CONFERENCE TRAVEL | 152.94    |
| 6. ASAP PRINTING              | ABANDONED VEHICLE LABELS                           | 105.97    |
| 7. AT & T                     | NOV 7 - DEC 6 - TELEPHONE + INTERNET M1 8310011392 | 1,260.74  |
| 8. AT & T                     | OCT 2 - NOV 1 - TELEPHONE P1 51734742859240 - 2025 | 149.77    |
|                               | OCT 2 - NOV 1 - TELEPHONE F1-3 51734760215648 - 20 | 434.99    |
|                               | OCT 2 - NOV 1 - TELEPHONE P1 51734768261735 - 2025 | 58.41     |
|                               | OCT 2 - NOV 1 - TELEPHONE S1 51734797052196 - 2025 | 57.85     |
|                               | TOTAL  | 701.02    |
| 9. AT & T MOBILITY            | NOV 5 - DEC 4 - WIRELESS 287252740666 517.332.6526 | 33.34     |
|                               | OCT 7 - NOV 6 - FIRSTNET 287312082574 517.331.8841 | 108.74    |
|                               | TOTAL  | 142.08    |
| 10. BARKHAM & CO              | 2025 - BICYCLE/PEDESTRIAN PATHWAY MOWING           | 2,840.00  |
| 11. BARYAMES CLEANERS         | UNIFORM CLEANING                                   | 553.40    |
| 12. BOUNDTREE MEDICAL         | DISINFECTANT, ALCOHOL HAND WIPES                   | 186.64    |
|                               | MISC. SUPPLIES FOR AMBULANCES                      | 5,148.31  |
|                               | TOTAL  | 5,334.95  |
| 13. BRD PRINTING, INC         | TOWNSHIP WINDOW ENVELOPES                          | 352.46    |
|                               | NOVEMBER LISTENING SESSION POSTCARD PRINTING       | 868.62    |
|                               | POLICE REGULAR ENVELOPES                           | 114.83    |
|                               | TOTAL  | 1,335.91  |
| 14. BRENDON JOSEPH WELLS      | FALL 2025 FOOTBALL REF PAYMENT                     | 300.00    |
| 15. BRIGHTLINE TECHNOLOGIES   | NOVEMBER 2025 - BRIGHTLINE HPE 36M II SUBSCRIPTION | 4,276.00  |
|                               | NOVEMBER 2025 - BRIGHTLINE QUICKHELP SUBSCRIPTION  | 1,462.00  |
|                               | NOVEMBER 2025 - ACRONIS BACKUP SERVER              | 2,518.00  |
|                               | NOVEMBER 2025 - AUVIK NETWORK & SAAS MONITORING &  | 1,055.00  |
|                               | 12/01/2025 - 11/30/2026 BRIGHTLINE HPE TECH CARE R | 3,897.00  |
|                               | TOTAL  | 13,208.00 |
| 16. BULL ENTERPRISES          | JANITORIAL SERVICES FOR TOWNSHIP BUILDINGS -2025   | 8,477.00  |
|                               | BUILDINGS - CLEANING EXTRAS - SNELL TOWAR REC AND  | 690.00    |
|                               | TOTAL  | 9,167.00  |
| 17. CAPITOL CITY RIFLE CLUB   | 2026 MEMBERSHIP                                    | 160.00    |

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| Vendor Name                             | Description  | Amount     |
|---|--|------------|
| 18. CBL & ASSOCIATES LIMTED PARTNERSHIP |  |            |
|   | 11/29/2025-4/18/2026 WINTER FARMERS' MARKET MERIDI | 4,050.00   |
|   | 2025 MERIDIAN MALL/MARKETPLACE ON THE GREEN PARKIN | 195,398.00 |
|   | TOTAL  | 199,448.00 |
| 19. CHARLES DUTCHER                     | FALL 2025 FOOTBALL REF PAYMENT                     | 300.00     |
| 20. CINTAS CORPORATION #725             | MOTOR POOL - MECHANICS UNIFORMS 2025               | 54.89      |
|   | MOTOR POOL - MECHANICS UNIFORMS 2025               | 54.89      |
|   | TOTAL  | 109.78     |
| 21. CITY PULSE                          | TWP NOTICES 10/29/25                               | 449.18     |
|   | TWP NOTICES 11/05/2025                             | 151.70     |
|   | TOTAL  | 600.88     |
| 22. COMCAST                             | NOV 16 - DEC 15 - INTERNET + TV F1 852911416028064 | 186.85     |
|   | TV F1 8539114160280677 - 2025                      | 12.81      |
|   | TOTAL  | 199.66     |
| 23. CONSUMERS ENERGY                    |  | 377.46     |
| 24. CULLIGAN WATER CONDITIONING         | 2025 BLANKET PO - WATER SOFTENER SALT FOR HARRIS N | 26.00      |
| 25. DEANNE MULIETT                      | SEPTEMBER 2025 MILAGE REIMBURSEMENT                | 62.72      |
| 26. DELL MARKETING LP                   | DELL PRO SLIM QCS1250 DESKTOP - QT 25 UNITS        | 20,451.50  |
| 27. DINGES FIRE COMPANY                 | PARTICULATE BLOOCKING HOODS (NFPA 1971 CERTIFIED)  | 595.00     |

| Vendor Name                          | Description  | Amount    |
|--------------------------------------|--|-----------|
| 28. FAHEY SCHULTZ BURZYCH RHODES PLC | LEGAL FEES-25-3647-CZ                              | 5,182.50  |
|                                      | LEGAL FEES-CARLTON STREET                          | 483.00    |
|                                      | LEGAL FEES-DEFECTIVE FIRE TRUCK LITIGATION         | 9,096.00  |
|                                      | LEGAL FEES-ENFORCEMENT MATTERS                     | 158.00    |
|                                      | LEGAL FEES-POLICE FOIA                             | 525.00    |
|                                      | LEGAL FEES-ADMINISTRATIVE FOIA                     | 190.00    |
|                                      | LEGAL FEES-PUBLIC WORKS                            | 805.00    |
|                                      | LEGAL FEES-WINSLOW MOBILE HOMES                    | 1,115.00  |
|                                      | LEGAL FEES-BWL FRANCHISE                           | 851.00    |
|                                      | LEGAL FEES-FIRE DEPT                               | 1,909.00  |
|                                      | LEGAL FEES-ASSESSOR                                | 695.05    |
|                                      | LEGAL FEES-COMMUNITY PLANNING & DEVELOPMENT        | 2,401.10  |
|                                      | LEGAL FEES-FIRE DEPT                               | 1,832.42  |
|                                      | LEGAL FEES-FOIA/OMA                                | 315.93    |
|                                      | LEGAL FEES-HUMAN RESOURCES/LABOR                   | 63.19     |
|                                      | LEGAL FEES-MANAGER                                 | 442.31    |
|                                      | LEGAL FEES-MTT 25-002151                           | 459.00    |
|                                      | LEGAL FEES-MTT 25-002444                           | 904.00    |
|                                      | LEGAL FEES-MTT 25-001594                           | 46.00     |
|                                      | LEGAL FEES-TKG MERIDIAN TOWNE CENTER               | 46.00     |
|                                      | LEGAL FEES-25-001401                               | 46.00     |
|                                      | LEGAL FEES-25-001402                               | 46.00     |
|                                      | LEGAL FEES-MTT 25-000716                           | 115.00    |
|                                      | LEGAL FEES-MTT25-00817                             | 46.00     |
|                                      | LEGAL FEES-MTT 25-001310                           | 115.00    |
|                                      | LEGAL FEES-MTT 25-001332                           | 115.00    |
|                                      | LEGAL FEES-MTT 24-003099                           | 199.00    |
|                                      | LEGAL FEES-MTT 24-002200                           | 1,464.00  |
|                                      | LEGAL FEES-COLLECTIVE BARGAINING                   | 1,361.00  |
|                                      | LEGAL FEES-GRIEVANCES                              | 5,013.00  |
|                                      | LEGAL FEES-EMPLOYMENT INVESTIGATION                | 920.00    |
|                                      | LEGAL FEES-658266                                  | 184.00    |
|                                      | LEGAL FEES-24-CV-750                               | 23.00     |
|                                      | TOTAL  | 37,166.50 |
| 29. FIRST RESPONSE LLC               | NATIONAL FIRE ACADEMY - LEADERSHIP CLASS (SESSION  | 2,000.00  |
| 30. FORESIGHT GROUP                  | WATER BILLS AND POSTAGE FOR 2025                   | 2,196.93  |
| 31. FRIENDS OF HISTORIC MERIDIAN     | REIMB HERITAGE FEST 2025 VINTAGE BASEBALL GAME     | 438.04    |
| 32. GRANGER WASTE SERVICES           | 2025 - SEASONAL TRASH SERVICE IN PARKS             | 80.79     |
| 33. HAMMOND FARMS                    | REISSUE-PARKS AND PATHWAY MAINTENANCE SUPPLIES - 9 | 35.75     |
|                                      | STRAW FOR HALLOWEEN EVENT AT MARKETPLACE           | 36.25     |
|                                      | TOTAL  | 72.00     |
| 34. HASLETT-OKEMOS ROTARY            | ROTARY DUES - 2ND, 3RD, 4TH QUARTER-HAMEL          | 480.00    |
| 35. HOBBS & BLACK ASSOCIATES INC     | FIRE DORM ADDITION ARCHITECTURE PLANS              | 1,950.00  |
| 36. IAN MANDERNACK                   | REIMBURSEMENT - GAS FOR TOWNSHIP VEHICLE 10/14/202 | 28.99     |
| 37. INGHAM COUNTY ROAD DEPARTMENT    | OPTICOM AND AUDIBLE ADA PED SIGNALS - 2025 ICRD MA | 37,300.00 |
| 38. JOES BODY SHOP INC               | MP - POLICE - 717                                  | 5,979.61  |
| 39. KCI                              | PERSONAL PROPERTY STATEMENTS PREPAID POSTAGE       | 197.16    |
| 40. KELLER THOMA PC                  | PROFESSIONAL SERVICES RE: GENERAL MATTERS          | 10,474.70 |
| 41. KIMBALL MIDWEST                  | MP - MISC FASTNERS                                 | 1,143.04  |
| 42. KIMBERLY GRAHAM                  | CONSULTING AGREEMENT-OCTOBER HOURS WORKED          | 487.50    |

| Vendor Name                         | Description  | Amount    |
|-------------------------------------|--|-----------|
| 43. KOLTON KESSNER                  | FALL 2025 FOOTBALL REF PAYMENT                     | 300.00    |
| 44. LAFONTAINE FORD OF LANSING      | MP - 134   | 285.38    |
|                                     | MP - POLICE - 716                                  | 1,200.00  |
|                                     | MP - POLICE - 717                                  | 145.00    |
|                                     | TOTAL  | 1,630.38  |
| 45. LANGUAGE LINE SERVICES          | LANGUAGE LINE SERVICES                             | 43.19     |
| 46. LANSING SANITARY SUPPLY INC     | STATION SUPPLIES (MOP CLEANER, DISINFECTANT, LAUND | 634.27    |
| 47. LANSING UNIFORM COMPANY         | FIRE UNIFORMS (FF THOMAS)                          | 312.50    |
|                                     | FIRE UNIFORMS (BC JOHNSON)                         | 357.80    |
|                                     | FIRE UNIFORMS (LT MALESKO)                         | 119.90    |
|                                     | UNIFORM ITEMS                                      | 189.90    |
|                                     | UNIFORM BOOTS                                      | 379.95    |
|                                     | UNIFORM ITEMS                                      | 169.90    |
|                                     | UNIFORM ITEM                                       | 89.95     |
|                                     | UNIFORM ITEMS                                      | 719.55    |
|                                     | TOTAL  | 2,339.45  |
| 48. LAWN STARS GROUP LLC            | GLENDALE - MOWING 2025                             | 5,173.80  |
| 49. LEXISNEXIS RISK DATA MGT LLC    | DETECTIVE SEARCHES                                 | 200.00    |
| 50. LIAM ANTCLIFF                   | FALL 2025 SOCCER REF PAYMENT                       | 100.00    |
| 51. LOUIS KOMAROMY                  | FALL 2025 SOCCER REF PAYMENT                       | 75.00     |
| 52. MARSH POINTE APARTMENTS         | REQ. 1936.00                                       | 1,936.00  |
| 53. MEDICAL MANAGEMENT SYSTEMS      | OF 2025 COLLECTION FEE FROM AMBULANCE BILLINGS     | 10,665.30 |
| 54. MEMPHIS MCCORMICK               | FALL 2025 FOOTBALL REF PAYMENT                     | 50.00     |
| 55. MICHIGAN MUNICIPAL LEAGUE       | 7/1/2025-7/1/2026 POLICY PREMIUM                   | 55,482.70 |
| 56. MICHIGAN STATE FIREMEN'S ASSOC. | 2026 MEMBERSHIP (MICHIGAN STATE FIREMEN'S ASSOCIAT | 100.00    |
| 57. MIKE DEVLIN                     | REIMB - HALLOWEEN 2025 EVENTS                      | 22.95     |
| 58. MORTON'S CATERING               | FOOD/LUNCH FOR NFA LEADERSHIP COURSE (SESSION 3, D | 425.00    |
| 59. MY GREEN MICHIGAN LLC           | COMPOST SERVICE AT MARKETPLACE OCT 2025            | 177.00    |
| 60. NEWTON POINTE LLC               | BOND REFUND FOR PROJECT ADDRESS: 6276 NEWTON RD P  | 21,000.00 |
| 61. NICHOLAS HOEPPFRER              | FALL 2025 SOCCER REF PAYMENT                       | 200.00    |
| 62. NORTHSIDE SERVICE               | MP- WATER - TOWING UNIT 30 PULL SHAFT AND TO TO SC | 455.00    |
|                                     | MP- WATER - TOWING UNIT 30 FROM SC TO WEST MICHIGA | 350.00    |
|                                     | TOTAL  | 805.00    |
| 63. PAWSOME PETS OKEMOS LLC         | K9 DOG FOOD  | 65.98     |
| 64. PEOPLEFACTS LLC                 | OCTOBER CREDIT CHECK SERVICE FEE                   | 16.67     |
| 65. PLANTE & MORAN, PLLC            | FINANCE -TEMPORARY STAFFING                        | 4,783.75  |
| 66. PORTER RYAN THOMPSON            | FALL 2025 SOCCER REF PAYMENT                       | 150.00    |

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| Vendor Name                          | Description  | Amount    |
|--------------------------------------|--|-----------|
| 67. PRINT MAKERS SERVICE INC         | FOR TONER AND PAPER FOR KIP MACHINE                | 467.35    |
|                                      | ANNUAL SERVICE CONTRACT FOR KIP PRINTER            | 1,740.00  |
|                                      | TONER AND PAPER FOR KIP MACHINE                    | 666.70    |
|                                      | TOTAL  | 2,874.05  |
| 68. PROGRESSIVE AE                   | 2025 LAKE LANSING SAD PROFESSIONAL SERVICES CONTR  | 1,119.85  |
| 69. PRO-TECH MECHANICAL SERVICES     | BUILDINGS - TOWNHALL - EMERGENCY BOILER LEAK REPAI | 1,636.75  |
|                                      | SERVICE CHARGE TO CHECK OPERATION OF FURNACE CONTR | 142.50    |
|                                      | EVALUATE AND CLEAN FURNANCE AT SCHOOLHOUSE - HISTO | 142.50    |
|                                      | LABOR FOR WORK DONE ON BARNES HOUSE FURNANCE       | 237.50    |
|                                      | BUILDINGS - PD - NOISE TRAVELING THROUGH THE PIPES | 285.00    |
|                                      | TOTAL  | 2,444.25  |
| 70. PRO-TECH SECURITY SALES          | 5 BALLISTICS VESTS                                 | 6,834.00  |
| 71. QUALITY TIRE INC                 | MOTOR POOL TIRES - 2025 4TH PO                     | 1,337.00  |
| 72. REDWOOD LANDSCAPING              | CODE ENFORCEMENT TOWNSHIP MOWING FOR OCTOBER 2025  | 85.00     |
| 73. RICHARD J ZECCHNIO               | FALL 2025 FOOTBALL REF PAYMENT                     | 100.00    |
| 74. ROBINSON CAPITAL MANAGEMENT LLC  | 08/01 TO 08/31/2025 - ACCOUNT MANAGEMENT FEES      | 2,083.33  |
|                                      | 10/01 TO 10/31/2025 - ACCOUNT MANAGEMENT FEES      | 2,083.33  |
|                                      | TOTAL  | 4,166.66  |
| 75. RYAN WESCOTT                     | FALL 2025 FOOTBALL REF PAYMENT                     | 150.00    |
| 76. SAFEWARE, INC.                   | AIR MONITOR REPAIR (MICRORAE #M03100485411)        | 185.00    |
| 77. SARA LINSDEAU                    | FALL 2025 SOCCER REF PAYMENT                       | 900.00    |
| 78. SHAHEEN CHEVROLET INC            | MP - FIRE - 135                                    | 587.33    |
|                                      | MP - FIRE - 135                                    | 173.98    |
|                                      | MP - FIRE - 135                                    | 225.91    |
|                                      | MP - FIRE - 135                                    | 141.40    |
|                                      | MP - FIRE - 135                                    | 133.42    |
|                                      | TOTAL  | 1,262.04  |
| 79. SKYLINE OUTDOOR                  | 2025 CELEBRATE MERIDIAN FESTIVAL SIGNAGE           | 2,704.92  |
| 80. STAPLES                          | OFFICE SUPPLIES                                    | 979.26    |
| 81. STATE OF MICHIGAN                | 2025 WATER TESTING AT NORTH MERIDIAN ROAD PARK AND | 181.71    |
|                                      | 2025 WATER TESTING AT NORTH MERIDIAN ROAD PARK AND | 181.71    |
|                                      | TOTAL  | 363.42    |
| 82. STRYKER MEDICIAL                 | AED AND WALL CABINET FOR WELLNESS ALTERNATIVES (VI | 1,959.00  |
| 83. T MOBILE                         | 9/21/2025 - 10/20/2025 CELLULAR 517.980.0920 96026 | 30.74     |
| 84. TEAM FINANCIAL GROUP             | 2025 COPIER CONTRACT                               | 2,552.82  |
| 85. UM HEALTH - SPARROW OCCUPATIONAL | 2025 EMPLOYEE PHYSICALS                            | 4,619.00  |
| 86. VARIPRO BENEFIT ADMINISTRATORS   | 2025 RETIREE MEDICARE SUPPLEMENT                   | 15,715.20 |
| 87. VERIZON CONNECT                  | OCTOBER 2025 - VEHICLE DATA 100000198152           | 1,435.50  |

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| Vendor Name                     | Description  | Amount     |
|---------------------------------|--|------------|
| 88. VERIZON WIRELESS            | SEP 24 - OCT 23 2025 - WIRELESS MOBILE SERVICES 68 | 1,763.96   |
| 89. VRC COMPANIES LLC           | RECORDS SHREDDING SERVICE                          | 60.00      |
| 90. WEBUILDFUN INC              | REPLACEMENT PLAYGROUND PARTS FOR HARTRICK PARK     | 799.17     |
| 91. WEST MICHIGAN INTERNATIONAL | MP - WATER - 30 - DIAGNOSTICS                      | 990.17     |
| TOTAL - ALL VENDORS             |  | 523,035.29 |

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| Vendor Name                             | Description  | Amount    |
|---|--|-----------|
| 1. ALIC-TRACY, JENNIFER                 | UB refund for account: SASH-001794-0000-           | 22.26     |
| 2. CORE & MAIN LP                       | WATER - BELL JOINT REPAIR CLAMP - TOWNER ROAD      | 3,169.16  |
| 3. CUPPLES, ALISON                      | UB refund for account: FRAN-001616-0000-           | 3.46      |
| 4. FERGUSON WATERWORKS #3386            | WATER - 1", 1.5", 2", AND 2"COMPOUND METERS AND GA | 4,925.35  |
| 5. IDC CORPORATION                      | SEWER - LIFT STATION CONTROLS MAINTENANCE 2025 - 2 | 166.60    |
| 6. LEARY, KRISTEN                       | UB refund for account: SNWD-003855-0000-           | 104.71    |
| 7. LOPEZ CONCRETE CONSTRUCTION          | CONCRETE SPOT REPAIR CONTRACT 2025                 | 2,571.68  |
| 8. MICHIGAN MUNICIPAL LEAGUE            | 7/1/2025-7/1/2026 POLICY PREMIUM                   | 4,633.30  |
| 9. OLGER BROTHERS SAND & GRAVEL         | WATER - SAND , GRAVEL & TOPSOIL 2025               | 2,400.96  |
| 10. SURESH MURINGATHERY & SUNITA JOSEPH | KANSAS RD - REIMB WATER CONNECTION - SPARROW ESCRO | 4,751.00  |
| 11. VERIZON WIRELESS                    | SEP 24 - OCT 23 2025 - WIRELESS MOBILE SERVICES 68 | 444.02    |
| TOTAL - ALL VENDORS                     |  | 23,192.50 |

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| Vendor Name                      | Description                             | Amount   |
|----------------------------------|---|----------|
| 1. CLEAREGE TITLE, INC           | 2025 Sum Tax Refund 33-02-02-13-129-007 | 49.28    |
| 2. CORELOGIC CENTRALIZED REFUNDS | 2025 Sum Tax Refund 33-02-02-34-103-004 | 3,287.29 |
| 3. LERETA, LLC                   | 2025 Sum Tax Refund 33-02-02-21-253-030 | 1,416.07 |
| TOTAL - ALL VENDORS              |   | 4,752.64 |

Credit Card Report 10/31/2025 - 11/13/2025

| Transaction Date | Account Name        | Transaction Amount | Transaction Merchant Name |
|------------------|---------------------|--------------------|---------------------------|
| 2025/10/31       | LAWRENCE BOBB       | \$94.00            | THE HOME DEPOT 2723       |
| 2025/11/04       | LAWRENCE BOBB       | \$127.92           | THE HOME DEPOT #2723      |
| 2025/11/05       | LAWRENCE BOBB       | \$10.97            | THE HOME DEPOT #2723      |
| 2025/11/07       | LAWRENCE BOBB       | \$23.90            | OFFICEMAX/OFFICEDEPT#3379 |
| 2025/11/03       | ROBERT STACY        | \$79.00            | THE HOME DEPOT #2723      |
| 2025/11/10       | ROBERT STACY        | \$49.90            | THE HOME DEPOT #2723      |
| 2025/11/03       | TYLER KENNEL        | \$50.00            | SQ *MARKS LOCK AND SAFE,  |
| 2025/11/05       | TYLER KENNEL        | \$181.55           | GRAINGER                  |
| 2025/11/07       | TYLER KENNEL        | \$34.98            | THE HOME DEPOT #2723      |
| 2025/11/07       | MICHAEL HAMEL       | \$30.77            | PANERA BREAD #608017 O    |
| 2025/11/08       | MICHAEL HAMEL       | \$338.98           | OLIVE GARDEN 0021187      |
| 2025/11/08       | MICHAEL HAMEL       | \$30.77            | PANERA BREAD #608017 O    |
| 2025/10/31       | KYLE FOGG           | \$154.56           | THE HOME DEPOT #2723      |
| 2025/11/03       | KYLE FOGG           | \$78.20            | THE HOME DEPOT #2723      |
| 2025/11/06       | KYLE FOGG           | \$54.18            | THE HOME DEPOT #2723      |
| 2025/11/06       | KYLE FOGG           | \$50.68            | THE HOME DEPOT #2723      |
| 2025/11/07       | KYLE FOGG           | \$129.54           | THE HOME DEPOT #2723      |
| 2025/11/04       | JACOB FLANNERY      | \$499.99           | MIDWEST POWER EQUIPMENT   |
| 2025/11/10       | JACOB FLANNERY      | \$25.46            | COMPLETE BATTERY SOURCE   |
| 2025/11/03       | ASHLEY WINSTEAD     | \$175.00           | STATE TAX COMMISSION      |
| 2025/11/03       | ASHLEY WINSTEAD     | \$175.00           | STATE TAX COMMISSION      |
| 2025/11/03       | ASHLEY WINSTEAD     | \$175.00           | STATE TAX COMMISSION      |
| 2025/11/03       | ASHLEY WINSTEAD     | \$175.00           | STATE TAX COMMISSION      |
| 2025/10/31       | CHRISTOPHER JOHNSON | \$129.54           | MEIJER STORE #025         |
| 2025/11/06       | CHRISTOPHER JOHNSON | \$87.85            | JETS PIZZA - MI-053 MOTO  |
| 2025/11/06       | BRIAN PENNELL       | \$92.20            | MCDONALD'S F2306          |
| 2025/11/07       | BRIAN PENNELL       | \$135.07           | SQ *FIRE MARK ADVANTAGE L |
| 2025/11/03       | COURTNEY WISINSKI   | \$59.75            | OFFICEMAX/OFFICEDEPT#3379 |
| 2025/11/04       | COURTNEY WISINSKI   | (\$4.23)           | SP NAISMA                 |
| 2025/11/05       | COURTNEY WISINSKI   | \$271.01           | PY *NEXSTAR               |
| 2025/11/07       | COURTNEY WISINSKI   | \$275.88           | AMAZON RETA* NK0RI4US2    |
| 2025/11/05       | COURTNEY WISINSKI   | \$57.79            | QUALITY DAIRY#31          |
| 2025/11/05       | KATIE LOVE          | \$252.99           | CONSUMER ENERGY           |
| 2025/11/05       | KATIE LOVE          | \$565.87           | CONSUMER ENERGY           |
| 2025/11/07       | KATIE LOVE          | \$4,052.50         | MEIJER GC                 |
| 2025/11/02       | ROBERT CARETTI      | \$30.42            | THE HOME DEPOT #2723      |
| 2025/11/07       | RICHARD GRILLO      | \$130.00           | WEB*MLIVE.COM             |
| 2025/11/05       | YOUNES ISHRAIDI     | \$180.00           | ASFPM                     |
| 2025/11/04       | KEITH HEWITT        | \$88.00            | HAMMOND FARMS E LANSING   |
| 2025/11/07       | KEITH HEWITT        | \$38.35            | THE HOME DEPOT #2723      |
| 2025/11/02       | MICHELLE PRINZ      | \$107.76           | AMAZON.COM*NK1MC56F0      |
| 2025/11/04       | MICHELLE PRINZ      | \$250.00           | 242 COMMUNITY CHURCH      |
| 2025/11/05       | MICHELLE PRINZ      | \$150.00           | MS CAREERS                |
| 2025/11/06       | MICHELLE PRINZ      | \$350.00           | LANDS END BUS OUTFITTERS  |
| 2025/11/05       | MICHELLE PRINZ      | \$100.00           | IN *MICHIGAN ASSOCIATION  |
| 2025/11/07       | MICHELLE PRINZ      | \$27.60            | AMAZON MKTPL*BT85V1CY2    |
| 2025/11/10       | MICHELLE PRINZ      | \$30.89            | AMAZON.COM*BT5VZ3152      |
| 2025/11/10       | MICHELLE PRINZ      | \$120.71           | AMAZON.COM*BT19F1UC0      |
| 2025/11/03       | CATHERINE ADAMS     | \$117.55           | AMAZON MKTPL*NK0M24QD1    |
| 2025/11/06       | CATHERINE ADAMS     | \$198.97           | AMAZON MKTPL*NK88C8SJ2    |
| 2025/11/06       | BART CRANE          | (\$28.61)          | OFFICEMAX/OFFICEDEPT#3379 |
| 2025/11/06       | BART CRANE          | \$28.61            | OFFICEMAX/OFFICEDEPT#3379 |
| 2025/11/06       | BART CRANE          | \$26.99            | OFFICEMAX/OFFICEDEPT#3379 |
| 2025/11/08       | BART CRANE          | \$169.02           | RESCUE ESSENTIALS         |
| 2025/11/10       | BART CRANE          | \$298.28           | AMAZON MKTPL*BT6K34911    |
| 2025/11/02       | DANIEL OPSOMMER     | \$376.25           | TITANHQ                   |
| 2025/11/03       | ALLISON GOODMAN     | \$67.98            | FEEDERS SUPPLY COMPANY #4 |
| 2025/11/03       | ALLISON GOODMAN     | \$17.46            | MEIJER STORE #025         |
| 2025/11/04       | ALLISON GOODMAN     | \$178.93           | AMAZON MKTPL*NK5A49VU2    |
| 2025/11/05       | ALLISON GOODMAN     | \$85.99            | AMAZON MKTPL*BT3WP3FM0    |
| 2025/11/04       | ALLISON GOODMAN     | \$567.72           | NATURE- WATCH             |
| 2025/11/07       | DAN PALACIOS        | \$14.48            | THE HOME DEPOT #2723      |
| 2025/11/04       | ROBERT MACKENZIE    | \$291.49           | AMAZON MKTPL*NK3VF6Y00    |
| 2025/11/03       | CURT SQUIRES        | (\$3.36)           | OPTICSPLANET, INC.        |
| 2025/10/31       | CURT SQUIRES        | \$51.75            | AMAZON MKTPL*NK9L37TT1    |
| 2025/11/01       | CURT SQUIRES        | \$412.94           | AMAZON MKTPL*N47E88U82    |
| 2025/11/03       | CURT SQUIRES        | \$795.00           | MIDWAYUSA COM             |
| 2025/11/05       | CURT SQUIRES        | \$38.61            | HASLETT TRUE VALUE HARDWA |
| 2025/11/08       | CURT SQUIRES        | \$384.59           | AMAZON RETA* BT7QYOMA1    |
| 2025/11/08       | CURT SQUIRES        | \$69.95            | AMAZON MKTPL*BT0MC7OM2    |
| 2025/11/11       | SAMANTHA DIEHL      | \$32.00            | FACEBK *DJVC34D922        |
| <b>TOTAL</b>     |                     | <b>\$14,517.89</b> |                           |

### ACH Transactions

| Date       | Payee                          | Amount        | Purpose                          |
|------------|--------------------------------|---------------|----------------------------------|
| 10/31/2025 | Alerus                         | \$ 57,466.79  | Payroll Deductions 10/31/2025    |
| 10/31/2025 | Nationwide                     | \$ 11,216.45  | Payroll Deductions 10/31/2025    |
| 10/31/2025 | MERS                           | \$ 546,049.83 | Employee Retirement              |
| 11/3/2025  | State of Michigan              | \$ 61,106.39  | Payroll Taxes                    |
| 11/6/2025  | WageWorks                      | \$ 93.00      | Employee Health Savings          |
| 11/7/2025  | Consumers Energy               | \$ 55,718.04  | Utility Transaction Fees         |
| 11/7/2025  | Health Equity                  | \$ 128.34     | Employee Health Savings          |
| 11/10/2025 | Health Equity fees             | \$ 14.70      | Employee Health Savings          |
| 11/10/2025 | Delta Dental                   | \$ 16,070.92  | Employee Dental Insurance        |
| 11/12/2025 | MCT Utilities                  | \$ 9,576.18   | Water/Sewer Utility Transactions |
| 11/12/2025 | Gallagher                      | \$ 3,250.00   | Employee Vision Insurance        |
| 11/12/2025 | Various Financial Institutions | \$ 368,557.61 | Payroll Deductions 11/14/2025    |
| 11/12/2025 | IRS                            | \$ 133,233.24 | Payroll Deductions 11/14/2025    |
| 11/13/2025 | Blue Care Network              | \$ 48,860.08  | Employee Health Insurance        |

|  |  |    |                     |
|--|--|----|---------------------|
|  |  | \$ | <b>1,311,341.57</b> |
|--|--|----|---------------------|



**To: Board Members**  
**From: Michael Hamel, Fire Chief**  
**Date: November 13, 2025**  
**Re: Assistance to Firefighters Grant**

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Meridian Township Fire Department has been awarded the Department of Homeland Security’s 2024 Assistance to Firefighters Grant under the Wellness and Fitness Programs category. The grant will fund comprehensive occupational medical exams for each suppression firefighter based on the guidelines set forth in NFPA 1582, Standard on Comprehensive Occupational Medical Program for Fire Departments.

The grant has been approved in the amount of \$41,849.64 which consists of \$38,045.12 in federal funding and \$3804.52 in required matching funds from the township. The township’s contribution will be funded via the annual firefighter physicals account as part of the Human Resources Department budget. (Accepting this grant poses no financial burden on the township as the amount allocated for annual firefighter physicals in the 2026 budget exceeds the matching funds amount.)

The following motion is proposed for Board consideration:

**MOVE TO AUTHORIZE THE FIRE DEPARTMENT TO ACCEPT THE ASSISTANCE TO FIREFIGHTERS GRANT IN THE AMOUNT OF \$41,849.64.**



**To: Board Members**

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

**Date: November 12, 2025**

**Re: Continental/Eyde Land Holdings – Central Park Property Consent Judgment  
Amendment – Set Public Hearing**

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In September, the Township Board received a request from Continental Properties for a potential amendment to the existing consent judgment covering the site on the east side of Central Park Drive between Times Square and the Willows development. The vacant property has been owned by Eyde Land Holdings for decades and is subject to litigation that started in the late 80's. The applicant is now requesting a change to the current zoning on the site, which was established through a settlement agreement, to allow for additional multi-family units on the site.

The Township Board previously forwarded the matter to the Planning Commission, who has now made a recommendation to the Board. If the Board would like to hold their own public hearing on the matter, it should be set for the December 2<sup>nd</sup> meeting.

**Move to set the public hearing for APP #25-02, vacant Central Park Properties, Continental/Eyde Land Holdings, for the December 2, 2025 Township Board meeting to consider amendments to the settlement agreement covering the site.**



**To: Board Members**  
**From: Scott Hendrickson, Township Supervisor**  
**Date: November 14, 2025**  
**Re: 2025 Township Manager Performance Review**

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At our last meeting, the Board was presented with the Executive Summary and complete set of evaluations for Manager Tim Dempsey for the 2025 Annual Township Manager Performance Review. The Board discussed and found no changes were necessary or requested.

Under the policy, the final step of the process is for the Board to formally accept the 2025 Township Manager Performance Review, and so this is back before the Board for Action this evening..

Please find the executive summary and full review materials below for our discussion.

**SUGGESTED MOTION: I move to approve the 2025 Township Manager Performance Review as presented.**

**Attachments:**

1. Executive Summary Review of Manager Timothy Dempsey
2. Township Manager Review Forms from Board Members
3. Township Manager Review Forms from Employees/Boards and Commission Members



## Executive Summary

### Review of Manager Timothy Dempsey

Tim Dempsey was appointed to be our new Township Manager in January of 2025 and has served in that capacity throughout the entirety of 2025 since that date. His tenure at Meridian Township follows a lengthy interim Township Manager appointment as the Board deliberatively considered how to move forward after the departure of our long-time Township Manager.

2025 also brought with it considerable turnover on the Township Board, including the election in 2024 of our new Township Clerk, Angela Demas, and our new Township Trustee, Nickolas Lentz, and the appointment of our new Township Treasurer Linda Burghardt after the retirement of Treasurer Phil Deschaine.

It would be natural to expect that these major transitions would be a significant challenge to any new Manager, given the new collective personality of the Board and the vastness of the responsibility that the Township Manager faces, and a throughline that emerged in the comments from those who evaluated him credited Tim with a calm and careful demeanor that led to a smooth transitional period.

2025 has also been a very successful year, despite the initial challenges. We have yet another clean audit of our financial state. We passed another balanced budget, despite rising costs across all categories. We have engaged the community with listening sessions, put on first-class events and programming, provided amazing service to our residents, and upgraded and improved upon our infrastructure in meaningful, yet fiscally responsible, ways.

The utility billing project, in particular, stands out as a seemingly insurmountable task at the end of 2024, and has now been nearly fully completed with minimal concern or fanfare. Staff transitions have been handled well and we have ambitious and forward-thinking goals that we have put in place for the community for 2026. None of these things would be possible without good leadership at the top of the organization and Tim has been able to adroitly provide that to Meridian Township.

Many of those who were surveyed indicated that his quick rapport with the Township Staff and steady hand on the rudder was of great value to the organization. The Township Manager must be an excellent coalition builder and have exemplary managerial skills and it is the Board's estimation that he does.

It is reflective of Tim's success as Township Manager that many Board Members could not find an area of critical improvement to offer in their reviews. For those who did, the

theme was to continue to find additional ways to communicate with the Board, the staff, and the public.

The constructive advice that Board Members offered to Tim as a part of their evaluations was nearly exclusively asking that he be a more vocal participant at Board Meetings, events, and more. We know and acknowledge that he is a subject matter expert and brings a deep knowledge to the table in many areas, and would like to hear from him more, as his opinions come with the weight of decades of experience and we collectively value and benefit from them.

Overall, the ratings and comments from the Board and members of the Township Staff, and our Boards and Commissions show the high-quality work that Tim was able to accomplish even during a very challenging first year getting to know the organization, Board and community.

We therefore offer an exemplary review of Manager Tim Dempsey's performance over the course of 2025 and look forward to his successes in 2026, as they will be successes for all of us as well.



Scott Hendrickson  
Meridian Township Supervisor



## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>. Evaluations received after that date will not be included in this process. Thank you for your participation.

Date Evaluation Completed: 10-30-25

Evaluator Name & Signature (Optional): Timothy Dempsey

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

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## PERFORMANCE CATEGORIES

### 1. INDIVIDUAL CHARACTERISTICS

- 3 Diligent and thorough in the discharge of duties, "self-starter"
- 4 Exercises good judgment consistently
- 3 Displays enthusiasm, cooperation, and adaptability
- 4 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for the position

### 2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 4 Demonstrates a capacity for innovation and creativity
- 3 Anticipates and analyzes problems to develop effective approaches for solving them
- 3 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

### 3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 3 Carries out directives of the body as a whole as opposed to those of any one member or group
- 4 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 3 Disseminates complete and accurate information equally to all members in a timely manner
- 4 Assists by facilitating decision making without usurping authority
- 3 Responds well to requests, advice, and constructive criticism

### 4. POLICY EXECUTION

- 4 Implements governing body actions in accordance with the intent of the Township Board
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 4 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 3 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

**5. REPORTING**

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- 4 Responds in a timely manner to requests from the governing body for special reports
- 3 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- N Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 4 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

**6. CITIZEN RELATIONS**

- 4 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Township services

**7. STAFFING**

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 4 Stays accurately informed and appropriately concerned about employee relations
- 4 Professionally manages the compensation and benefits plan
- 4 Promotes training and development opportunities for employees at all levels of the organization

**8. SUPERVISION**

- 4 Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 4 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 4 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- 3 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 4 Encourages teamwork, innovation, and effective problem-solving among the staff members

*AS*

**9. FISCAL MANAGEMENT**

- 4 Prepares a balanced budget to provide services at a level directed by the Township Board
- 4 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 4 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 4 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 4 Appropriately monitors and manages fiscal activities of the organization

**10. COMMUNITY**

- 4 Shares responsibility for addressing the difficult issues facing the Township
- 5 Avoids unnecessary controversy
- 4 Cooperates with neighboring communities and the county
- 7 Helps the council address future needs and develop adequate plans to address long term trends
- 5 Cooperates with other regional, state and federal government agencies

**NARRATIVE EVALUATION**

a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

*Tim provides excellent experience to the community. I am excited to see what this year will bring.*

b. What performance areas would you identify as most critical for improvement?

*Listening to the community needs.  
making sure all pensions are funded and being paid forward  
Listening to staffs ideas.*



c. What constructive suggestions or assistance can you offer the manager to enhance performance?

Tim Dempsey is just learning Meridian  
He just has to keep learning. I think  
Tim Dempsey will be good for the community.

d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

It was a nice touch to provide meals when  
we are there for extended periods.  
Just keep on learning Meridian and  
sharing your knowledge of other communities.

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

For Human Resources Use Only:

|    | PL | SL |
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| 10 |    |    |
|    |    |    |

*[Handwritten initials]*



# 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. **Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>.** Evaluations received after that date will not be included in this process. Thank you for your participation.

Date Evaluation Completed: \_\_\_\_\_

Evaluator Name & Signature (Optional): \_\_\_\_\_

## INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
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- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

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## **PERFORMANCE CATEGORIES**

### **1. INDIVIDUAL CHARACTERISTICS**

- \_\_\_\_\_ Diligent and thorough in the discharge of duties, "self-starter"
- \_\_\_\_\_ Exercises good judgment consistently
- \_\_\_\_\_ Displays enthusiasm, cooperation, and adaptability
- \_\_\_\_\_ Mental and physical stamina appropriate for the position
- \_\_\_\_\_ Exhibits composure, appearance and attitude appropriate for the position

### **2. PROFESSIONAL SKILLS AND STATUS**

- \_\_\_\_\_ Maintains knowledge of current developments affecting the practice of local government management
- \_\_\_\_\_ Demonstrates a capacity for innovation and creativity
- \_\_\_\_\_ Anticipates and analyzes problems to develop effective approaches for solving them
- \_\_\_\_\_ Willing to try new ideas proposed by governing body members and/or staff
- \_\_\_\_\_ Sets a professional example by handling affairs of the public office in a fair and impartial manner

### **3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- \_\_\_\_\_ Carries out directives of the body as a whole as opposed to those of any one member or group
- \_\_\_\_\_ Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- \_\_\_\_\_ Disseminates complete and accurate information equally to all members in a timely manner
- \_\_\_\_\_ Assists by facilitating decision making without usurping authority
- \_\_\_\_\_ Responds well to requests, advice, and constructive criticism

### **4. POLICY EXECUTION**

- \_\_\_\_\_ Implements governing body actions in accordance with the intent of the Township Board
- \_\_\_\_\_ Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
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- \_\_\_\_\_ Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
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## 5. REPORTING

- \_\_\_\_\_ Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- \_\_\_\_\_ Responds in a timely manner to requests from the governing body for special reports
- \_\_\_\_\_ Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- \_\_\_\_\_ Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- \_\_\_\_\_ Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

## 6. CITIZEN RELATIONS

- \_\_\_\_\_ Responsive to requests from citizens
- \_\_\_\_\_ Demonstrates a dedication to service to the community and its citizens
- \_\_\_\_\_ Maintains a nonpartisan approach in dealing with the news media
- \_\_\_\_\_ Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- \_\_\_\_\_ Gives an appropriate effort to maintain citizen satisfaction with Township services

## 7. STAFFING

- \_\_\_\_\_ Recruits and retains competent personnel for staff positions
- \_\_\_\_\_ Applies an appropriate level of supervision to improve any areas of substandard performance
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## 8. SUPERVISION

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Date Evaluation Completed: 10/26/2025

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

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**10. COMMUNITY**

- 5 \_\_\_ Shares responsibility for addressing the difficult issues facing the Township
- 5 \_\_\_ Avoids unnecessary controversy
- 5 \_\_\_ Cooperates with neighboring communities and the county
- 5 \_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- 5 \_\_\_ Cooperates with other regional, state and federal government agencies

**NARRATIVE EVALUATION**

- a. What would you identify as the manager’s strengths, expressed in terms of results achieved during the rating period?

Tim has proven to be an excellent selection as Township Manager and has exhibited a calm, deliberative approach to his job. From my perspective, Tim has managed staff relations well, and executed on the Board's wishes superlatively.

Tim was dealt a challenging hand immediately with tighter budget and difficult decisions to make, and he has done so with aplomb.

- b. What performance areas would you identify as most critical for improvement?

As with any new relationship, the hardest thing to identify is what information to communicate and when, as every Board is different.

The need is not great, but I think that it would be a good idea to continue to think like a Board Member when it comes to what information we may need when interacting with our constituents and continue to be proactive with passing that information along.

As everyone coalesces around long term goals, ensure that we are focusing our budgetary efforts on those, where we can.

- c. What constructive suggestions or assistance can you offer the manager to enhance performance?

Manager Reports on the Board agenda could occasionally highlight more of the good work that the staff are doing.

- d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

Distrust and dissatisfaction with government (at every level) is at an all time high. Meridian Township has largely been immune from this over time, in part because we meet and exceed the needs of our community and are out front about telling folks about them. My suggestion would be that we continue to highlight our successes in as many ways as possible.

This includes utilizing the Manager report, as previously discussed, our communications team, and our other mechanisms to do so as much as is feasible.

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

\*For Human Resources Use Only\*

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## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>. Evaluations received after that date will not be included in this process. Thank you for your participation.

Date Evaluation Completed: 11/1/2025

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

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**PERFORMANCE CATEGORIES**

**1. INDIVIDUAL CHARACTERISTICS**

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment consistently
- 5 Displays enthusiasm, cooperation, and adaptability
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for the position

**2. PROFESSIONAL SKILLS AND STATUS**

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

**3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- 5 Carries out directives of the body as a whole as opposed to those of any one member or group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

**4. POLICY EXECUTION**

- 5 Implements governing body actions in accordance with the intent of the Township Board
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

**5. REPORTING**

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 5 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

**6. CITIZEN RELATIONS**

- 5 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Township services

**7. STAFFING**

- 5 Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 5 Professionally manages the compensation and benefits plan
- 5 Promotes training and development opportunities for employees at all levels of the organization

**8. SUPERVISION**

- 5 Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- 5 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

**9. FISCAL MANAGEMENT**

- 5 \_\_\_ Prepares a balanced budget to provide services at a level directed by the Township Board
- 5 \_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 \_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 \_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 \_\_\_ Appropriately monitors and manages fiscal activities of the organization

**10. COMMUNITY**

- 5 \_\_\_ Shares responsibility for addressing the difficult issues facing the Township
- 5 \_\_\_ Avoids unnecessary controversy
- 5 \_\_\_ Cooperates with neighboring communities and the county
- 5 \_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- 5 \_\_\_ Cooperates with other regional, state and federal government agencies

**NARRATIVE EVALUATION**

- a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

Tim's strongest attribute is that he is a master manager. The depth and breadth of his knowledge of municipal operations is staggering. Tim's arrival, after a stormy period of leadership, left me skeptical that he could make needed changes to restore order. Tim has performed flawlessly. The building culture has moved in a more positive direction and Tim has been a trusted partner with the Board. He is transparent and brought needed staff changes and roles. He has been consistent in his valuable reporting, has offered alternatives to make Board decisions easier, and supported the Board's positions.

- b. What performance areas would you identify as most critical for improvement?

Tim is a great Township Manager and I am grateful he is here. So far, I have been so pleased with Tim's performance, that I cannot identify a specific area of improvement that is critical.

- c. What constructive suggestions or assistance can you offer the manager to enhance performance?

Some Board members, including me, believe that the use of fund balance should be more of a "last resort/safety net", not for funding routine budget items, hard as that may be. This is a philosophical issue of the purpose of fund balance. I would encourage the Manager to be conservative in the coming difficult budget years.

- d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

It is valuable that the Tim has participated in stewardship and goal setting exercises by the Board early in his tenure. I believe that he has a clear understanding of the Board's expectations. We have undergone too many changes to Board composition since the last election. Now that it appears we have stability and a 2026 budget in place, I believe that the Board, with Tim's operational acumen, will implement sound, logical decisions about the many facets of governance.

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

\*For Human Resources Use Only\*

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## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>. Evaluations received after that date will not be included in this process. Thank you for your participation.

Date Evaluation Completed: October 31, 2025

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

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## PERFORMANCE CATEGORIES

### 1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment consistently
- 5 Displays enthusiasm, cooperation, and adaptability
- Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for the position

### 2. PROFESSIONAL SKILLS AND STATUS

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 3 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

### 3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 5 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

### 4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of the Township Board
- 4 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 3 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 5 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

**5. REPORTING**

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 4 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 4 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

**6. CITIZEN RELATIONS**

- 4 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 5 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Township services

**7. STAFFING**

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- 4 Professionally manages the compensation and benefits plan
- Promotes training and development opportunities for employees at all levels of the organization

**8. SUPERVISION**

- 5 Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5 Encourages teamwork, innovation, and effective problem-solving among the staff members

**9. FISCAL MANAGEMENT**

- 4 Prepares a balanced budget to provide services at a level directed by the Township Board
- 4 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 Appropriately monitors and manages fiscal activities of the organization

**10. COMMUNITY**

- 5 Shares responsibility for addressing the difficult issues facing the Township
- 5 Avoids unnecessary controversy
- 4 Cooperates with neighboring communities and the county
- 5 Helps the council address future needs and develop adequate plans to address long term trends
- 4 Cooperates with other regional, state and federal government agencies

**NARRATIVE EVALUATION**

- a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

As a board member I appreciate his calm demeanor. He is responsive and communicative. The township staff seems happier after a period of stress. He is personable and positive in any action I have observed.

- b. What performance areas would you identify as most critical for improvement?

I have not noticed particular areas which require critical improvement.

- c. What constructive suggestions or assistance can you offer the manager to enhance performance?

He appropriately delegates board and community interactions to the experts within the staff. Sometimes he is too silent. I believe the public would like to hear from the Manager on many issues to demonstrate his familiarity with the matter, not to diminish the work of staff. The Manager needs to take a little credit for having qualified staff and utilizing them while demonstrating his understanding of the issues

- d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

*\*For Human Resources Use Only\**

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## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

**Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>. Evaluations received after that date will not be included in this process. Thank you for your participation.**

Date Evaluation Completed: 10/24/25

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the Manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

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## PERFORMANCE CATEGORIES

### 1. INDIVIDUAL CHARACTERISTICS

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 3 Exercises good judgment consistently
- 5 Displays enthusiasm, cooperation, and adaptability
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for the position

### 2. PROFESSIONAL SKILLS AND STATUS

- 4 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 4 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

### 3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY

- 5 Carries out directives of the body as a whole as opposed to those of any one member or group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 4 Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

### 4. POLICY EXECUTION

- 5 Implements governing body actions in accordance with the intent of the Township Board
- 5 Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 4 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- N Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

**5. REPORTING**

- 5 Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- 5 Responds in a timely manner to requests from the governing body for special reports
- 5 Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5 Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- 4 Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

**6. CITIZEN RELATIONS**

- 4 Responsive to requests from citizens
- 5 Demonstrates a dedication to service to the community and its citizens
- 5 Maintains a nonpartisan approach in dealing with the news media
- 4 Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5 Gives an appropriate effort to maintain citizen satisfaction with Township services

**7. STAFFING**

- N Recruits and retains competent personnel for staff positions
- 5 Applies an appropriate level of supervision to improve any areas of substandard performance
- 5 Stays accurately informed and appropriately concerned about employee relations
- N Professionally manages the compensation and benefits plan
- 3 Promotes training and development opportunities for employees at all levels of the organization

**8. SUPERVISION**

- 5 Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5 Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 4 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- 4 Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 4 Encourages teamwork, innovation, and effective problem-solving among the staff members

**9. FISCAL MANAGEMENT**

- 5 \_\_\_ Prepares a balanced budget to provide services at a level directed by the Township Board
- 5 \_\_\_ Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 \_\_\_ Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 \_\_\_ Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- 5 \_\_\_ Appropriately monitors and manages fiscal activities of the organization

**10. COMMUNITY**

- 5 \_\_\_ Shares responsibility for addressing the difficult issues facing the Township
- 5 \_\_\_ Avoids unnecessary controversy
- 5 \_\_\_ Cooperates with neighboring communities and the county
- 5 \_\_\_ Helps the council address future needs and develop adequate plans to address long term trends
- 5 \_\_\_ Cooperates with other regional, state and federal government agencies

**NARRATIVE EVALUATION**

- a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

I would identify the manager's strengths as his impartiality, professionalism, and willingness to implement new ideas. He consistently provides clear reports and updates, and makes difficult decisions in the best interest of the Township. I've found it easy to approach him with requests to improve my office or seek advice, and he's receptive to constructive feedback, using it to better his management style. I've also been impressed by his leadership and collaboration in preparing a balanced budget.

- b. What performance areas would you identify as most critical for improvement?

One area that could use improvement is ensuring department updates are consistently documented and communicated accurately. With that, I have noticed improvement in overall communication, particularly in prioritizing important information and providing timely updates. Additionally, I would like to see greater initiative as well as collaboration in identifying/supporting training and professional development opportunities.

- c. What constructive suggestions or assistance can you offer the manager to enhance performance?

I would encourage the manager to continue being open to new ideas and reflective when receiving constructive feedback. Ongoing engagement with departments and active participation in the community are also important for strengthening relationships and understanding Township needs. Although the manager has only been in this role for less than a year, he has already demonstrated strong management skills and contributed to the noticeable growth in both Townships services and workplace culture.

- d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

I would ask for the manager to prioritize ongoing training and professional development opportunities for both staff and board members. The quality of our services improves as we continue to learn and strengthen our skills. I would also recommend exploring ways to enhance how the Township gathers and incorporates community input. Ensuring that residents have clear access to information and are able to share feedback with us is essential.

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

*\*For Human Resources Use Only\**

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Rec'd via  
15 mail 10-1-25  
*[Signature]*

## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

**Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>. Evaluations received after that date will not be included in this process. Thank you for your participation.**

Date Evaluation Completed: 10/1/2025

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
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This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

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**PERFORMANCE CATEGORIES**

**1. INDIVIDUAL CHARACTERISTICS**

- 5 Diligent and thorough in the discharge of duties, "self-starter"
- 5 Exercises good judgment consistently
- 5 Displays enthusiasm, cooperation, and adaptability
- 5 Mental and physical stamina appropriate for the position
- 5 Exhibits composure, appearance and attitude appropriate for the position

25/25

**2. PROFESSIONAL SKILLS AND STATUS**

- 5 Maintains knowledge of current developments affecting the practice of local government management
- 5 Demonstrates a capacity for innovation and creativity
- 5 Anticipates and analyzes problems to develop effective approaches for solving them
- 5 Willing to try new ideas proposed by governing body members and/or staff
- 5 Sets a professional example by handling affairs of the public office in a fair and impartial manner

25/25

**3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- n Carries out directives of the body as a whole as opposed to those of any one member or group
- 5 Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- n Disseminates complete and accurate information equally to all members in a timely manner
- 5 Assists by facilitating decision making without usurping authority
- 5 Responds well to requests, advice, and constructive criticism

15/15

(2N)

**4. POLICY EXECUTION**

- n Implements governing body actions in accordance with the intent of the Township Board
- n Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 5 Understands, supports, and enforces local government's laws, policies, and ordinances
- 5 Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- n Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

10/10

(3N)

**5. REPORTING**

- n   Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- n   Responds in a timely manner to requests from the governing body for special reports
- 5   Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- 5   Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- n   Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

10/10  
(3N)

**6. CITIZEN RELATIONS**

- 5   Responsive to requests from citizens
- 5   Demonstrates a dedication to service to the community and its citizens
- n   Maintains a nonpartisan approach in dealing with the news media
- 5   Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 5   Gives an appropriate effort to maintain citizen satisfaction with Township services

20/20  
(1N)

**7. STAFFING**

- n   Recruits and retains competent personnel for staff positions
- 5   Applies an appropriate level of supervision to improve any areas of substandard performance
- n   Stays accurately informed and appropriately concerned about employee relations
- n   Professionally manages the compensation and benefits plan
- n   Promotes training and development opportunities for employees at all levels of the organization

5/5  
(4N)

**8. SUPERVISION**

- 5   Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- 5   Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 5   Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- n   Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 5   Encourages teamwork, innovation, and effective problem-solving among the staff members

20/20  
(1N)

**9. FISCAL MANAGEMENT**

- 5 Prepares a balanced budget to provide services at a level directed by the Township Board
- 5 Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- 5 Prepares a budget and budgetary recommendations in an intelligent and accessible format
- 5 Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- n Appropriately monitors and manages fiscal activities of the organization

20/20  
(1N)

**10. COMMUNITY**

- 5 Shares responsibility for addressing the difficult issues facing the Township
- n Avoids unnecessary controversy
- 5 Cooperates with neighboring communities and the county
- n Helps the council address future needs and develop adequate plans to address long term trends
- n Cooperates with other regional, state and federal government agencies

10/10  
(3N)

**NARRATIVE EVALUATION**

- a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

The manager demonstrates strong communication skills, particularly in effectively communicating to directors. He possess a solid understanding of the financial aspects of government operations. He consistently stays informed on current events and policy changes.

- b. What performance areas would you identify as most critical for improvement?

At this time, no critical areas for improvement, having worked with him less than a year it is still early to make a fully informed assessment.

c. What constructive suggestions or assistance can you offer the manager to enhance performance?

None

d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

I am hopeful that moving forward, the organizational culture continues to evolve into one where policies are applied consistently across all departments. A workplace where accountability is shared and expectations are uniform fosters fairness, trust and improved collaboration.

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

*For Human Resources Use Only*

|    | P1  | P2  |
|----|-----|-----|
| 1  | 25  | 25  |
| 2  | 25  | 25  |
| 3  | 15  | 15  |
| 4  | 10  | 10  |
| 5  | 10  | 10  |
| 6  | 20  | 20  |
| 7  | 5   | 5   |
| 8  | 20  | 20  |
| 9  | 20  | 20  |
| 10 | 10  | 10  |
|    | 160 | 160 |



Rec'd via  
email 10-6-25  
*[Signature]*

## 2025 Township Manager Performance Evaluation Timothy Dempsey (rating period 1/27/25-10/7/25)

Hello! Your name was selected randomly as part of the Township Manager's evaluation process, and you are invited to complete this form and rate Manager Dempsey's performance since his arrival in January 2025. You have the option of participating anonymously and may leave the name and signature line blank if you wish. **Completed evaluations must be turned in to Abigail Tithof (HR) no later than Tuesday, October 7<sup>th</sup>.** Evaluations received after that date will not be included in this process. Thank you for your participation.

Date Evaluation Completed: 10.06.2025

Evaluator Name & Signature (Optional): \_\_\_\_\_

### INSTRUCTIONS

This evaluation form contains ten categories of evaluation criteria. Each category contains a statement to describe a behavior standard in that category. For each statement, use the following scale to indicate your rating of the city manager's performance.

- 5 = **Excellent** (almost always exceeds the performance standard)
- 4 = **Above average** (generally exceeds the performance standard)
- 3 = **Average** (generally meets the performance standard)
- 2 = **Below average** (usually does not meet the performance standard)
- 1 = **Poor** (rarely meets the performance standard)
- N = **Not Applicable/Not Sure/Don't Know**

**IMPORTANT NOTE: Any item left blank will be interpreted as a score of "3 = Average".**

This evaluation form also contains a provision for entering narrative comments, including an opportunity to enter responses to specific questions and an opportunity to list any comments you believe appropriate and pertinent to the rating period.

- ✓ Leave all pages of this evaluation form attached.
- ✓ Initial each page unless you are choosing to complete the form anonymously.
- ✓ Sign and date this cover page in the space provided (above).

All evaluations presented prior to the deadline identified on this cover page will be summarized into a performance evaluation. The resulting information will be presented by the Township Board to the Township Manager as part of the agenda for the meeting dated October 21, 2025.

**This page intentionally left blank**

**PERFORMANCE CATEGORIES**

**1. INDIVIDUAL CHARACTERISTICS**

- N Diligent and thorough in the discharge of duties, "self-starter"
- N Exercises good judgment consistently
- 4 Displays enthusiasm, cooperation, and adaptability
- 4 Mental and physical stamina appropriate for the position
- 4 Exhibits composure, appearance and attitude appropriate for the position

12/15  
(2N)

**2. PROFESSIONAL SKILLS AND STATUS**

- 4 Maintains knowledge of current developments affecting the practice of local government management
- N Demonstrates a capacity for innovation and creativity
- N Anticipates and analyzes problems to develop effective approaches for solving them
- 4 Willing to try new ideas proposed by governing body members and/or staff
- 4 Sets a professional example by handling affairs of the public office in a fair and impartial manner

12/15  
(2N)

**3. WORKING WITH ELECTED MEMBERS OF THE GOVERNING BODY**

- N Carries out directives of the body as a whole as opposed to those of any one member or group
- N Sets meeting agendas that reflect the guidance of the governing body and avoids unnecessary involvement in administrative actions
- 4 Disseminates complete and accurate information equally to all members in a timely manner
- N Assists by facilitating decision making without usurping authority
- 4 Responds well to requests, advice, and constructive criticism

8/10  
(3N)

**4. POLICY EXECUTION**

- N Implements governing body actions in accordance with the intent of the Township Board
- N Supports the actions of the governing body after a decision has been reached, both inside and outside the organization
- 4 Understands, supports, and enforces local government's laws, policies, and ordinances
- N Reviews ordinance and policy procedures periodically to suggest improvements to their effectiveness
- 2 Offers workable alternatives to the governing body for changes in law or policy when an existing policy or ordinance is no longer practical

6/10  
(3N)

**5. REPORTING**

- N Provides regular information and reports to the governing body concerning matters of importance to the local government, using the Township Charter as guide
- 4 Responds in a timely manner to requests from the governing body for special reports
- N Takes the initiative to provide information, advice, and recommendations to the governing body on matters that are non-routine and not administrative in nature
- N Reports produced by the manager are accurate, comprehensive, concise and written to their intended audience
- N Produces and handles reports in a way to convey the message that affairs of the organization are open to public scrutiny

4/5  
(4N)

**6. CITIZEN RELATIONS**

- N Responsive to requests from citizens
- 4 Demonstrates a dedication to service to the community and its citizens
- N Maintains a nonpartisan approach in dealing with the news media
- N Meets with and listens to members of the community to discuss their concerns and strives to understand their interests
- 4 Gives an appropriate effort to maintain citizen satisfaction with Township services

8/10  
(3N)

**7. STAFFING**

- 4 Recruits and retains competent personnel for staff positions
- 4 Applies an appropriate level of supervision to improve any areas of substandard performance
- 3 Stays accurately informed and appropriately concerned about employee relations
- N Professionally manages the compensation and benefits plan
- N Promotes training and development opportunities for employees at all levels of the organization

11/15  
(2N)

**8. SUPERVISION**

- 4 Encourages department heads to make decisions within their jurisdictions with minimal Township manager involvement, yet maintains general control of operations by providing the right amount of communication to the staff
- N Instills confidence and promotes initiative in subordinates through supportive rather than restrictive controls for their programs while still monitoring operations at the department level
- 4 Develops and maintains a friendly and informal relationship with the staff and work force in general, yet maintains the professional dignity of the Township Manager's office
- N Sustains or improves staff performance by evaluating the performance of staff members at least annually, setting goals and objectives for them, periodically assessing their progress, and providing appropriate feedback
- 4 Encourages teamwork, innovation, and effective problem-solving among the staff members

12/15  
(2N)

**9. FISCAL MANAGEMENT**

- N Prepares a balanced budget to provide services at a level directed by the Township Board
- N Makes the best possible use of available funds, conscious of the need to operate the local government efficiently and effectively
- N Prepares a budget and budgetary recommendations in an intelligent and accessible format
- N Ensures actions and decisions reflect an appropriate level of responsibility for financial planning and accountability
- N Appropriately monitors and manages fiscal activities of the organization

N/N

**10. COMMUNITY**

- N Shares responsibility for addressing the difficult issues facing the Township
- N Avoids unnecessary controversy
- 4 Cooperates with neighboring communities and the county
- N Helps the council address future needs and develop adequate plans to address long term trends
- N Cooperates with other regional, state and federal government agencies

4/5  
(4N)

**NARRATIVE EVALUATION**

a. What would you identify as the manager's strengths, expressed in terms of results achieved during the rating period?

Emplifies professionalism at all times and dresses the part of our leader.

b. What performance areas would you identify as most critical for improvement?

Employee engagement

c. What constructive suggestions or assistance can you offer the manager to enhance performance?

n/a

d. What other comments do you have for the manager, including priorities, expectations, goals or objectives for the new rating period?

Continue to be present and engaging in and for the community and support employees who represent the our Prime Community

**This concludes your evaluation of the Township Manager  
Thank you for participating!**

\*For Human Resources Use Only\*

|    | Pts | #/5 |
|----|-----|-----|
| 1  | 12  | 15  |
| 2  | 12  | 15  |
| 3  | 8   | 10  |
| 4  | 6   | 10  |
| 5  | 4   | 5   |
| 6  | 8   | 10  |
| 7  | 11  | 15  |
| 8  | 12  | 15  |
| 9  | 0   | 0   |
| 10 | 4   | 5   |
|    | 77  | 100 |



**To: Board Members**

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

**Date: October 27, 2025**

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

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Before the Board this evening for final adoption is Ordinance 2025-05, which is an updated Franchise Agreement with the Lansing Board of Water and Light (BWL). [This ordinance came before the Board for introduction at the Board’s June 3, 2025 meeting \(please refer to page 74 of the 6/3/25 Board packet\).](#) If approved by the Township Board, this Franchise Agreement will replace the existing 1988 franchise agreement with the BWL for its continued operations and provision of electric service within Meridian Township. The current franchise agreement expired in 2021 but remains in effect.

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

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

This Franchise Agreement has a duration of thirty years. In exchange for the franchise granted to BWL, the Franchise Agreement requires a payment by BWL of a 5% franchise fee based on gross revenues derived from the electric services it provides within Meridian Township, which typically generates \$170,000-\$185,000 in franchise fee revenue. Township staff have worked with our attorneys and the BWL to ensure the proposed Franchise Agreement complies with the recent ruling of the Michigan Supreme Court in *Heos v City of East Lansing*.

Some clerical changes were negotiated between the Township and the BWL since the June 3, 2025 Board meeting. Given that the final revisions were clerical, we do not need to go back to introduction. We have confirmed with the Township attorneys that we are prepared for the Board to adopt ordinance 2025-05 on November 18.

A legal notice of introduction was published in the City Pulse on October 15, 2025.

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

**Memo to Township Board**

**October 27, 2025**

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

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

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

**Attachment:**

1. Resolution to Approve Franchise Agreement with the Lansing Board of Water and Light
2. Clean Version of the Franchise Agreement with the Lansing Board of Water and Light
3. Map of the Lansing Board of Water and Light Franchise Area
4. 7/29/25 Redline Version of the Franchise Agreement with the Lansing Board of Water and Light (this version reflects final changes that were made after the 6/3/25 Board meeting)
5. 6/3/25 Redline Version of the Franchise Agreement with the Lansing Board of Water and Light
6. Affidavit of Publication for Legal Notice

**CHARTER TOWNSHIP OF MERIDIAN**

**TOWNSHIP BOARD RESOLUTION**

**ADOPTION OF ELECTRIC FRANCHISE ORDINANCE**

At a regular meeting of the Township Board of the Charter Township of Meridian, Ingham County, Michigan, held at the Meridian Township Municipal Building, 5151 Marsh Road, Okemos, Michigan, on November 18, 2025, at 6:00 PM, the following resolution was offered by \_\_\_\_\_ and supported by \_\_\_\_\_:

WHEREAS, the Charter Township of Meridian has negotiated a new electric franchise ordinance with the Lansing Board of Water and Light (BWL), a municipally owned utility, for the construction, maintenance, and operation of electric power facilities within the Township; and

WHEREAS, the proposed ordinance grants BWL a nonexclusive franchise for a term of thirty (30) years and includes provisions for utility regulation, public safety, and Township oversight; and

WHEREAS, the ordinance also establishes a franchise fee, consistent with the Township’s regulatory costs associated with BWL’s operation within the public rights-of-way, as authorized by law;

NOW, THEREFORE, BE IT RESOLVED by the Township Board of the Charter Township of Meridian that:

1. The Electric Franchise Ordinance with the Lansing Board of Water and Light is hereby adopted in its final form.
2. The Township Clerk is directed to publish the Ordinance as required by law.
3. The franchise fee to be imposed under the Ordinance is hereby set at five percent (5%) of BWL’s retail electric sales revenue within the Township, excluding sales tax, as authorized under Section 9 of the Ordinance.

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

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

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

RESOLUTION DECLARED ADOPTED.

\_\_\_\_\_  
Scott Hendrickson, Township Supervisor

\_\_\_\_\_  
Angela Demas, Township Clerk

CERTIFICATION

I, Angela Demas, the duly elected and acting Clerk of the Charter Township of Meridian, hereby certify that the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting held on November 18, 2025.

---

Angela Demas, Township Clerk  
Dated: November \_\_, 2025

**CHARTER TOWNSHIP OF MERIDIAN**

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

ORDINANCE NO. 2025-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Scott Hendrickson, Supervisor

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

\_\_\_\_\_  
Angela Demas, Clerk

ACCEPTANCE

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

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

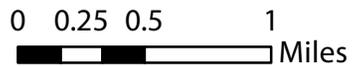
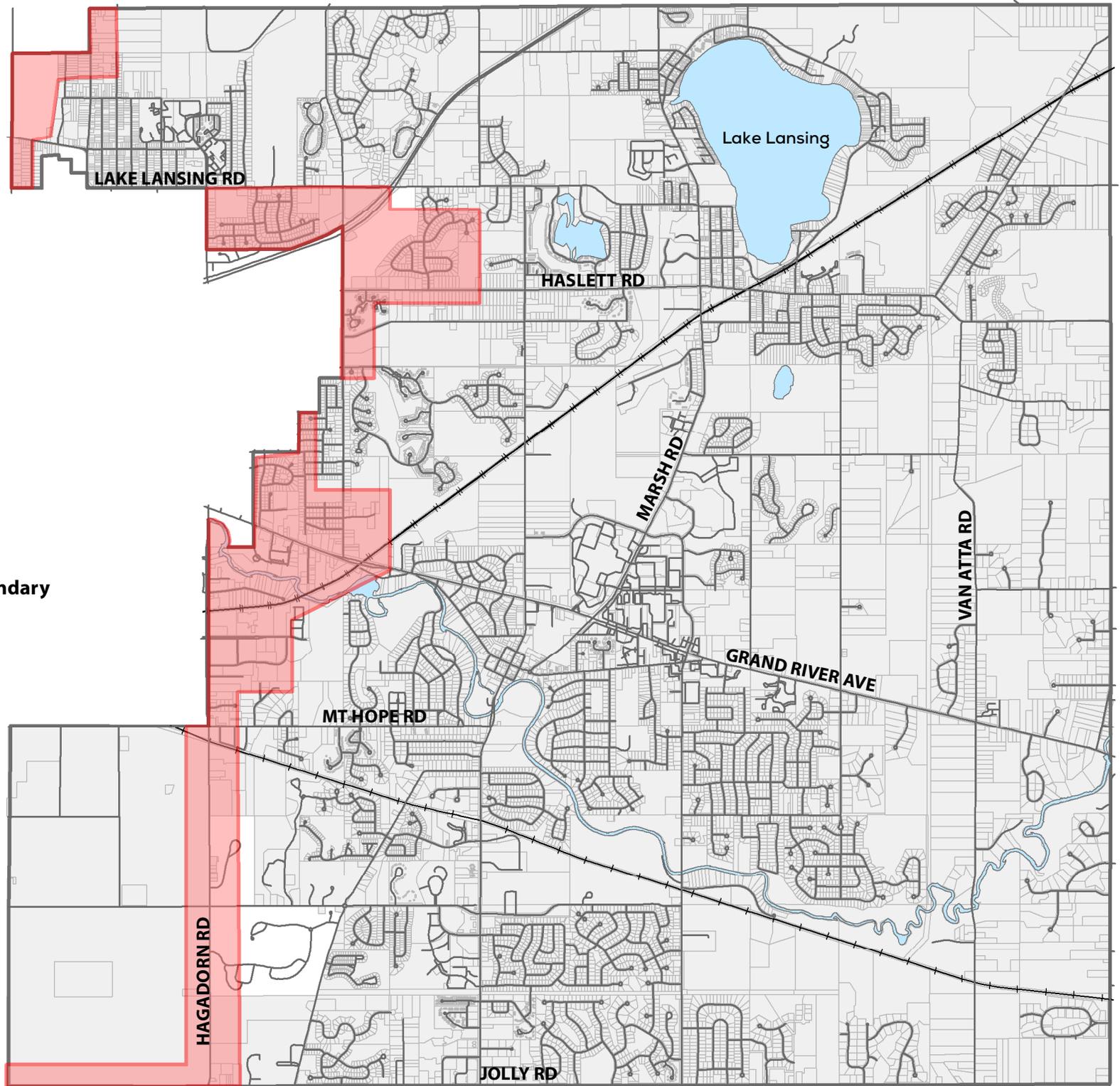
*An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT (Grantee), its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power*





# MERIDIAN TOWNSHIP

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



**CHARTER TOWNSHIP OF MERIDIAN**  
**LANSING BOARD OF WATER AND LIGHT**  
**ELECTRIC FRANCHISE ORDINANCE**

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
Scott Hendrickson, Supervisor

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

\_\_\_\_\_  
Angela Demas, Clerk

ACCEPTANCE

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

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

*An ORDINANCE granting the City of Lansing by its LANSING BOARD OF WATER AND LIGHT (Grantee), its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power*

*facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.*

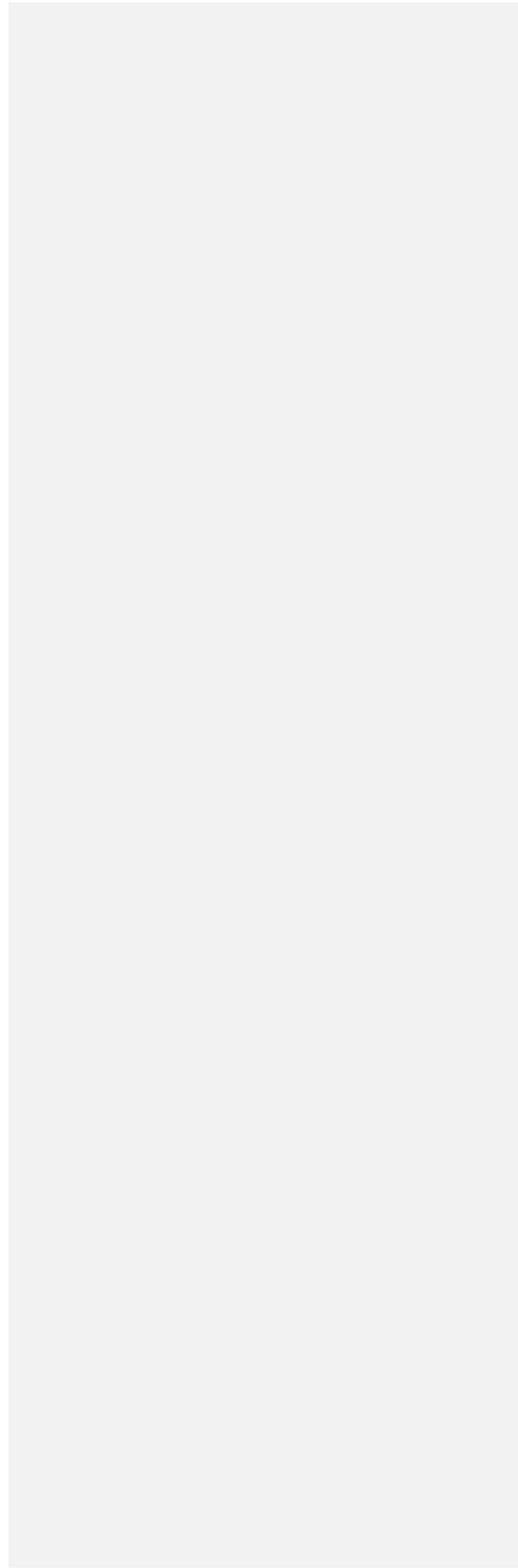
LANSING BOARD OF WATER AND LIGHT

Dated: \_\_\_\_\_, 2025

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

**EXHIBIT A  
DESCRIPTION OF SERVICE AREA**

BWL DRAFT 9.3.21



04.07.2025

**CHARTER TOWNSHIP OF MERIDIAN**

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

ORDINANCE NO. 2025-05

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Scott Hendrickson, Supervisor

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

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
Angela Demas, Clerk

ACCEPTANCE

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

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

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

LANSING BOARD OF WATER AND LIGHT

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

Dated: \_\_\_\_\_, 2021-2025 By: \_\_\_\_\_

Its: \_\_\_\_\_

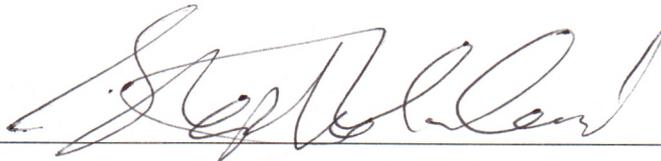
**EXHIBIT A**  
**DESCRIPTION OF SERVICE AREA**

BWDRAFT 19.21

**AFFIDAVIT OF PUBLICATION**

I, Stephen Underwood, am a resident of Lansing, County of Ingham, State of Michigan, and do hereby certify, swear, or affirm, that I am competent to give the following declaration based on my personal knowledge, unless otherwise stated, and that the following facts are true and correct to the best of my knowledge: That the attached advertisement – **CP#25-334 – Charter Township of Meridian, Legal Notice of Introduction, Ordinance #2025-05** – was published Wednesday, October 15, 2025, and that City Pulse satisfies the requirements of 1963 PA 247 MCL 691.1051.b

WITNESS my signature this 15th day of October 2025



Signature of Declarer

State of Michigan  
County of Ingham

\_\_\_\_\_  
This instrument was acknowledged before me on October 15, 2025

By Stephen Underwood



\_\_\_\_\_  
Berl Schwartz, Notary Public

My commission expires January 24, 2026



**CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY**  
**LEGAL AD NOTICE: Ordinance 2025-05**  
**Lansing Board of Water and Light Electric Franchise Ordinance**

**CHARTER TOWNSHIP OF MERIDIAN**  
**LEGAL NOTICE OF INTRODUCTION**  
**Ordinance #2025-05 (Lansing Board of Water and Light Electric Franchise Ordinance)**

The Township Board at its regular meeting on June 3, 2025, introduced Ordinance 2025-05 to grant the City of Lansing by its LANSING BOARD OF WATER AND LIGHT, its successors and assigns, the rights, privileges, and franchise to construct, maintain and commercially use electric lines and power facilities consisting of towers, masts, poles, crossarms, guys, braces, feeders, transmission and distribution wires, transformers, switchgear, substations, and other electrical appliances on, over, under, along and across the highways, streets, alleys, bridges and other public places, and to conduct a local electric utility business in the CHARTER TOWNSHIP OF MERIDIAN, INGHAM COUNTY, MICHIGAN, for a period of thirty years.

A complete copy of the ordinance proposed for final adoption may be examined at the Department of Public Works & Engineering, 5151 Marsh Road, Okemos, Michigan 48864-1198, between the hours of 8:00 a.m. and 5:00 p.m., Monday through Friday (excluding Township holidays) and on the Township's website at <http://bit.ly/3J3zWDE>.

Angela Demas  
Township Clerk

**CP#25-334**



**To: Board Members**

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

**Date: October 27, 2025**

**Re: Appointment to Apply to Ingham County to Serve on the Ingham County  
Materials Management Planning Committee**

---

In 2022, Michigan's Solid Waste Program underwent significant updates with the passage of amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended. These amendments mandated the replacement of existing county Solid Waste Management Plans with new Materials Management Plans (MMP). These plans emphasize sustainable materials management approaches, such as recycling and composting, rather than merely focusing on landfilling waste.

With the departure of Treasurer Deschaine, the Ingham County Board of Commissioners will be soliciting applications for the position of an elected official of a township on the Ingham County Materials Management Planning Committee (MMPC).

The MMPC meets on the third Tuesday of every month at 3:30 p.m. at the Ingham County Human Services Building, Conference Room A, 5303 S. Cedar St., Lansing, MI 48911. Free parking is available on the west side of the building.

The Board asked for more information regarding the duties of the MMPC. I have attached various documents that speak to the duties of the MMPC for the Board's review. To summarize, the primary role of the committee is to oversee the development, approval, and implementation of the Ingham County's MMP. The purpose the MMP is to reduce the amount of waste going into landfills by increasing access and use of sustainable practices, such as recycling, composting, and other waste diversion. Things that would achieve the purpose of the MMP include:

1. Expanding easy access to recycling at multi-family developments;
2. Expanding the types of items that can be recycled at existing recycling centers; and
3. Opening new recycling centers to make them more accessible.

According to Ingham County, the Board does not need to make a decision on this appointment until your December meetings as the deadline to apply will be in the first week of January.

**A motion is prepared for Board consideration:**

**MOVE TO APPOINT \_\_\_\_\_ TO APPLY AS MERIDIAN TOWNSHIP'S  
APPLICANT TO SERVE ON THE INGHAM COUNTY MATERIALS MANAGEMENT  
PLANNING COMMITTEE.**

**Memo to Township Board**

**October 27, 2025**

**Re: Appointment to Apply to Ingham County to Serve on the Ingham County Materials Management Planning Committee**

**Attachments:**

1. [Ingham County Materials Management Planning Committee Webpage \(background information, packets, etc.\)](#)
2. EGLE's Part 115 Materials Management Planning Questions & Answers Document
3. EGLE's Materials Management Planning Quick Guide

# Materials Management Planning

## QUICK GUIDE

Materials Management Plans (MMP) are required by amendments to Part 115, Solid Waste Management, of the Natural Resources and Environmental Protection Act, 1994 PA 451, as amended (Part 115), specifically [Subpart 11](#), Materials Management Plans. These changes focus on sustainable materials management approaches, such as recycling and composting, instead of primarily disposal. MMPs, once approved, will replace existing solid waste management plans. This document provides guidance to assist with the development of these new MMPs.

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## GLOSSARY OF TERMS

**Benchmark Recycling Standard (BRS):** a recycling curbside and drop-off access standard that each planning area must meet within the timelines identified in statute.

**County Board of Commissioners (BOC):** the elected governing body authorized to make policy decisions for the county, or the elected county executive, as appropriate.

**County Approval Agency (CAA):** the entity that assumes responsibility and is authorized to approve the MMP, by submitting a notice of intent for preparing the MMP. The CAA may be a county board of commissioners, all the municipalities in a county acting jointly, or a regional planning agency.

**Designated Planning Agency (DPA):** the agency and a specific individual of the agency designated by the CAA that shall serve as the primary government resource in the planning area for the administering and developing the MMP. “DPA” does not mean a regional planning agency, unless the CAA identifies the regional planning agency as the DPA.

**Disposal Area:** a facility that accepts solid waste for disposal, or handling prior to disposal, such as a landfill, incinerator, or solid waste processing and transfer facility.

**Diverted Waste:** waste generated by households, businesses, or government entities that can lawfully be disposed of at a municipal solid waste landfill or incinerator but is separated from other waste for better management. Examples of diverted waste include batteries, pesticides, pharmaceuticals, light bulbs, sharps, mercury containing devices, hazardous materials, or liquid wastes.

**Managed Materials:** solid waste, diverted waste, or recyclable material.

**Materials Management Facility (MMF):** a disposal area, materials utilization facility, or waste diversion center.

**Materials Management Goal (MMG):** goals identified in an MMP that are measurable, objective, and specific to the planning area identified to divert recyclables and organics from disposal. These goals include the municipal solid waste recycling rate goal, the benchmark recycling standards identified in Part 115, and any additional material utilization and reduction activities identified by the MMP.

**Materials Management Planning Committee (MMPC):** a permanent body that is appointed by the CAA to direct the Designated Planning Agency in the preparation, coordination and ensures fulfillment of the MMP.

**Materials Utilization Facility (MUF):** a facility, such as a materials recovery facility, anaerobic digester, compost facility, or innovative technology facility that processes recyclable materials for conversion into raw materials, intermediate, or new products.

**Planning Area:** the geographic area included within a materials management plan.

**Regional Planning Agency:** the Governor appointed 14 separate regions within the State for planning purposes. The [Michigan Association of Regions map](#) shows their geographical locations.

**Waste Diversion Center:** a facility designated for the purpose of receiving or collecting diverted wastes.

## GOALS AND OBJECTIVES OF MATERIALS MANAGEMENT PLANNING

### WHAT IS A MATERIALS MANAGEMENT PLAN (MMP)?

Each county is required by law, to have an MMP that assures adequate materials management capacity for all non-hazardous solid waste generated in the county. The plan will also assure that managed material is collected, processed, or disposed at facilities that are consistent with the county plan and comply with state laws and rules. This can include organics, recyclables, solid waste, and other materials. MMPs will also identify and regulate local criteria for siting of all [materials management facilities](#), such as landfills, solid waste processing and transfer facilities, materials recovery facilities, composting facilities, and anaerobic digesters.

**The materials management plan is not the end-goal. The goal is to create and implement a robust materials management system.**

### HOW DO PLANS HELP A COUNTY?

- Gives a county a tool in its authority over management of solid waste, recyclables, organics, and other related activities within their county.
- Allows for mechanisms to fund and promote materials management methods like recycling and composting.
- Illustrates the county's materials management infrastructure (existing and new).
- Defines county or regional needs, goals, and identifies possible areas of growth.
- Encourages collaboration through partnerships to manage materials that are generated.
- Funds the effort to inventory current [materials management facilities](#) and available capacity.
- Helps establish current generation of organics, recyclable materials, and solid waste.
- Identifies gaps and local needs for infrastructure and services.

**Once developed, the MMP becomes a tool and the authority to implement the vision set by the planning area.**

## MATERIALS MANAGEMENT PLANNING OVERVIEW

Materials management planning is a program designed to guide the management of counties' materials, with an emphasis on increasing sustainable practices, such as recycling and composting, in addition to ensuring safe disposal options. These materials can include food waste, yard clippings, recyclables, other source separated materials, and solid waste. Part 115 establishes statewide recycling goals and standards, and the MMP will identify an implementation strategy to meet those goals. MMPs will identify existing [materials management facilities](#) and the facilities needed to meet the plan goals, identify capacity required to manage its generated materials, and a siting process to develop new and required facilities.

## WHAT DO I NEED TO KNOW ABOUT PLANS?

- MMPs will be required for each county, developed as a single or multicounty MMP.
- MMPs will focus on comprehensive materials management, including recycling, composting, other diversion activities, and disposal.
- MMPs will establish goals with measurable objectives to divert recyclables and organics from disposal, while also increasing recycling access and education.
- EGLE will initiate the planning process in September 2023.
- Counties will have 3 years to complete the planning process, including the MMP development and local approvals.
- Maximum timeframes are established throughout the development and approval process.
- Funding will be available annually for MMP development, implementation, and maintenance.
- Additional funding will be available for counties that participate in multicounty planning.
- MMPs replace existing solid waste management plans, once approved.
- This shift to more sustainable materials management strategies aligns with Michigan's [MI Healthy Climate Plan](#).

## WHO IS INVOLVED IN PLANNING ACTIVITIES?

Materials management planning will require coordination and collaboration across county and local governments and the materials management industry. Below are the main entities.

- County Approval Agency (CAA).
- Designated Planning Agency (DPA).
- Materials Management Planning Committee (MMPC).

**See the following for more details.**

## MATERIALS MANAGEMENT PLAN REQUIREMENTS

An MMP shall include the following requirements:

- Measurable, objective, and specific goals of the planning area, for solid waste diversion from disposal areas, including, but not limited to, the municipal solid waste recycling rate, the benchmark recycling standards, and the material utilization and reduction activities identified by the MMP.
- An implementation strategy for the county to demonstrate progress toward or to meet the materials management goals by the time of the 5-year MMP review. The strategy will include:
  - How progress will be made to reduce the amount of organic material being disposed of, through food waste reduction, composting, and anaerobic digestion.
  - How progress will be made to reduce recyclable materials being disposed of through increased recycling, including expanding convenient access and recycling at single and multifamily dwellings, businesses, and institutions.
- A description of the resources needed for meeting the materials management goals and how the development of necessary materials utilization facilities and activities will be promoted.
  - A description of how the benchmark recycling standards will be met.
  - A timetable for implementation.
- All managed material generated in the planning area will be identified by type and tonnage, to determine the planning area's managed material capacity needs and that all managed material is included in the planning area's materials management goals.
- Require that a proposed materials management facility meets the requirements of Part 115 and is consistent with the materials management goals.
- Identify and evaluate current and planned materials management infrastructure and systems that contribute or will contribute to meeting the materials management goals.
- Include an inventory of the names and addresses of the following:
  - Existing disposal areas.
  - Materials utilization facilities.
  - Waste diversion centers.
- Contain a facility inventory that shall, at a minimum, include the following information:
  - A summary of deficiencies, if any, in meeting current materials management needs.
  - The facility latitude and longitude.
  - The estimated facility acreage.
  - A description of the materials managed.
  - The processes for handling materials at the facility.
  - The total authorized capacity of the facility.
  - Include acknowledgement by the facility for capacity purposes, if applicable.

- If the inventoried facilities do not provide sufficient capacity for managed materials, the MMP shall identify specific strategies, including a schedule and approach to develop and fund needed capacity.
- Ensure that the [materials management facilities](#) that are identified as necessary to be sited can be developed.
- An enforceable mechanism to meet the goals of the MMP and implement the MMP.
- Calculate the municipal solid waste recycling rate for the planning area.
- Describe the materials management transportation infrastructure.
- Include current and projected population densities and identify population centers and centers of managed material generation in the planning area, to demonstrate that the capacity required for managed material is met.
- Describe the mechanisms by which municipalities in the planning area will ensure convenient recycling access, such as one or more of the following:
  - Assignment of the responsibility to the county or an authority.
  - A franchise agreement.
  - An intergovernmental agreement.
  - Municipal service.
  - Licensing under an ordinance.
  - A public-private partnership.
- Specify a recommended minimum level of recycling service that incorporates the access requirements of the benchmark recycling standards.

The county or municipality within the planning area may, through an appropriate enforceable mechanism, require haulers operating in its jurisdiction to provide the recommended level or a different minimum level of recycling service.

- Identify the DPA and the entity or entities responsible for each of the MMP's responsibilities.
- With respect to education and outreach for residents and businesses in the planning area, do both of the following:
  - Provide a strategic plan that identifies roles, responsibilities, funding sources, and methods for persons providing the education and outreach services.
  - Describe the county or regional role in providing continuing recycling education. The recycling education shall include, but is not limited to, providing a recycling guide both in hard copy at select public locations and electronically on a cell phone-friendly website. The recycling guide shall do the following:
    - ✓ Identify recycling locations.
    - ✓ Identify recyclable materials.
    - ✓ Explain how to prepare recyclable materials for collection.
    - ✓ Describe other best practices.

- Include a listed telephone number for additional information. Include a siting process and a copy of any ordinance, law, rule, or regulation of a municipality, county, or governmental authority within the planning area that applies to the siting process.
- Take into consideration the MMPs of counties adjacent to the planning area, as they relate to the planning area's needs.
- Document all opportunities for participation and involvement of the public, all affected agencies, parties, and the private sector, in the preparation of the MMP.
- An MMP may include management plans for debris from environmental damage, for debris from disasters, or for other materials, such as construction or demolition waste, not otherwise required to be covered by an MMP.
- If a solid waste landfill is proposed to be developed in the planning area within two (2) miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed to be developed in the planning area within one (1) mile of such a municipality, both of the following apply:
  - The CAA shall notify the legislative body of the adjacent municipality, of the proposed development, in writing. The notice shall include a copy of this subsection.
  - The planning committee shall provide the adjacent municipality an opportunity to comment on the proposed development.
- An MMP shall include a siting process with a set of minimum criteria.
  - The siting process shall not include siting criteria that are more restrictive than state law, if a materials utilization facility could not be developed anywhere in the planning area under those criteria.
  - A materials utilization facility need not be sited, if the CAA or DPA demonstrates to the department that the planning area has available capacity sufficient to address the managed materials identified by the MMP as being generated in the planning area.

## RESPONSIBLE PARTIES - ROLES AND RESPONSIBILITIES

### MATERIALS MANAGEMENT PLAN (MMP) PARTIES AND GENERAL RESPONSIBILITIES:

- The County Board of Commissioners or elected county executive, municipalities within the county, or the regional planning agency may assume responsibility for a planning area. This responsible entity becomes the CAA.
- The CAA will appoint a DPA to develop the MMP.
- The CAA will also appoint an MMPC to identify planning area priorities and direct the DPA for MMP preparation.

### COUNTY BOARD OF COMMISSIONERS (BOC) DUTIES:

- Receives the request from EGLE to prepare an MMP.
- May file the Notice of Intent (NOI) to prepare the MMP or decline to prepare the MMP.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the Regional Planning Agency (RPA) of their decision.
- Receives MMP grant money from EGLE and distributes it to the CAA.
- Automatically responsible for Plan implementation, if EGLE prepares the MMP.

**NOTE.** If the BOC declines to submit the NOI, the municipalities or RPA can request an extension to allow the parties an opportunity to determine who will file the NOI. If an NOI is not filed, EGLE may prepare the MMP.

### COUNTY APPROVAL AGENCY DUTIES:

- Serves as the primary responsible party.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding interest in preparing a multicounty MMP.
- Appoints the DPA.
- Appoints an MMPC.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to the Department the progress toward meeting all components of its materials management goals.

## DESIGNATED PLANNING AGENCY DUTIES:

- Serves as the primary government resource in the planning area for information about the MMP and the MMP development process.
- Prepares the MMP work program.
- Prepares the MMP.
- Consults with all affiliated entities.
- Publishes required public notices.
- Obtains written approvals from the Planning Committee, CAA, and municipalities.
- Manages the public comment process.
- Drafts language for review and approval of the Planning Committee.
- Ensures approval process and submittals comply with Part 115.

## MATERIALS MANAGEMENT PLANNING COMMITTEE (PLANNING COMMITTEE/MMPC) DUTIES:

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises county (or counties if multi-county) and municipalities.
- Ensures that the DPA is fulfilling all the requirements and rules promulgated under this part, as to both the content of the MMP and the public participation requirement.
- Notifies the applicable parties of any identified deficiencies.
- Approves the MMP prior to public comment.
- Provides the final level of approval of the MMP before it is presented for CAA approval.

## EGLE PREPARED MMP

- If EGLE is responsible for preparing the MMP for two or more counties, EGLE may include those counties in the planning area of a single MMP and may exercise its powers and perform its duties for those counties jointly.
- EGLE will develop an MMP using the standard format and having specific requirements, as required by [Section 11580 of Part 115](#).
- MMP Grant funds may be used by the department for MMP preparation.
- The BOC is automatically responsible for the EGLE prepared Plan implementation.

## PLAN INITIATION PROCESS

### OUTLINE OF STEPS:

- STEP 1:** EGLE Director Initiates the MMP Process (*THE COUNTY HAS 180 DAYS TO FILE THE NOI*).
- STEP 2:** CAA Responsibility Determined.
- STEP 3:** Multicounty Planning Consideration.
- STEP 4:** Develop Interlocal Agreement for a Multicounty MMP (if applicable).
- STEP 5:** Submit Notice of Intent (NOI) to EGLE and CAA Confirmed.

### DETAILS OF STEPS:

**STEP 1: EGLE Director Initiates MMP process.**

EGLE will request each county BOC or County Executive, as appropriate, to submit an NOI to prepare an MMP. The NOI shall be submitted within 180 days of this request.

**STEP 2: CAA Responsibility Determined.**

Each county BOC will have the first opportunity to assume responsibility for the MMP and complete the initial tasks required of the CAA. If the BOC declines this responsibilities, then all municipalities in the county jointly or the RPA may elect to take the CAA responsibilities. If the municipalities and the RPA declines the CAA responsibilities, EGLE shall write the MMP on behalf of the County.

**NOTE:** A formal decision by resolution or similar mechanism will be required to document either a confirmation or a rejection of each county or RPA, as appropriate, regarding the CAA entity decision.

If the BOC declines to become the CAA, they will give up their authority for ALL responsibilities for the MMP and the entity that becomes the CAA will be granted those responsibilities in lieu of the BOC.

Multicounty plans will follow the same procedure for approval of a single county plan. Each county represented in multicounty plan will confirm its own CAA, then jointly designate a single DPA, and enter an interlocal agreement for preparation of the multicounty plan.

**STEP 3: Multicounty Planning Consideration**

Before submitting the NOI, each CAA shall consult with each adjacent county regarding the option of preparing a multicounty MMP. Documentation of these consultations is required to be submitted with each NOI. Please see Section 11571(7) for additional information.

**STEP 4: Develop Interlocal Agreement for a Multicounty MMP (if applicable).**

For those counties that intend to develop a multicounty MMP, an interlocal agreement must be developed between all counties preparing its MMP. Documentation of an executed interlocal agreement is required to be submitted with each NOI, if applicable.

**STEP 5: Submit Notice of Intent to EGLE and CAA Confirmed.**

Once the NOI is submitted the entity is then confirmed as the CAA. Each CAA shall submit the following items as part of their NOI submittal:

- NOI indicating which entity will become the CAA, accepting responsibility for the preparation and responsibilities of the MMP development, implementation, and authorities.
- Documentation indicating the CAA consulted with each adjacent county regarding the option of preparing a multicounty MMP.
- Documentation of the outcome of the above adjacent county consultation, including a copy of any interlocal agreement identifying the process for creating a multicounty MMP.

**NEXT STEPS:** For next steps, see the [Plan Development and Approval](#) section of this Guide.

## COUNTY APPROVAL AGENCY

The **CAA** is the entity that assumes responsibility and authority over the MMP. The CAA will be responsible for approving and implementing the MMP, determining whether to pursue multicounty planning with adjacent counties, and filing an NOI. This section contains the steps and guidance for determining the CAA, as well as its roles and responsibilities.

### DETERMINATION OF THE CAA:

- The BOC will receive the initial request from EGLE to prepare an MMP.
- The BOC may accept or decline responsibilities to prepare the MMP
- If the BOC files the NOI with a response of "accept," they are assuming responsibility of the MMP, and are declaring themselves the CAA.
- If the BOC declines preparation of the MMP, they shall advise the municipalities and the RPA of their decision.
- The municipalities, acting jointly, or the RPA, then have the option to file the NOI and become the CAA.
- If the BOC declines, if needed, the municipalities or the RPA can request an extension of the deadline to file the NOI to make their determination. If no NOI is filed or all entities decline, EGLE will prepare the MMP, and it will be final.

**NOTE.** Before filing the NOI, the entity who chooses to do so must also complete various pre-planning activities, including consulting with adjacent counties to gauge interest in a multicounty MMP and completing an interlocal agreement if pursuing a multicounty MMP.

Once the CAA files the NOI and all supporting documentation, it is recommended that the CAA immediately start the next steps in the MMP development process because the filing of the NOI triggers a 180-day time limit to complete all the following tasks:

- Appoint the DPA.
- Appoint the MMPC.
- The DPA Prepares the Work Program.
- The MMPC Approves the Work Program.
- EGLE Approves the Work Program.

### RESPONSIBILITIES OF THE CAA:

- Primarily responsible for all aspects of the MMP.
- Responsible for MMP implementation.
- Consults with adjacent counties regarding preparing a multicounty MMP prior to filing the NOI.
- Appoints the DPA.
- Appoints a Materials Management Planning Committee.
- Oversees the creation and implementation of the DPA's work program.
- Utilizes the MMP Grant funds for MMP development and implementation - this will be distributed initially to the BOC or County Executive, and then must be sent to the CAA.
- Approves the MMP prior to municipal approval.
- Approves MMP modifications, if needed.
- Certifies to EGLE the progress toward meeting all components of its materials management goals.

## DESIGNATED PLANNING AGENCY (DPA)

The **DPA** is the agency, and an individual within that agency, identified as the primary contact person for administering and preparing the MMP. [[Section 11574](#)].

### DPA RESPONSIBILITIES:

- Serves as the primary government resource in the planning area for information about the MMP and leads the MMP development process.
- Under the direction of the MMPC, prepares the MMP using the EGLE provided format, solicits public comment, and obtains MMP approval.
- During the preparation of the MMP, solicits the advice of and consults with the following organizations:
  - Municipalities, various organizations related to materials management, and the private sector, such as materials management facility operators, in the planning area.
  - The county or regional planning agency.
  - Counties and municipalities in counties that are adjacent to the planning area.

### Public Notice and Comments:

At least 10 days before each public meeting where the DPA will discuss the MMP, a notice of the meeting must be given to the elected official of each municipality within the planning area, to adjacent communities, and to anyone else within the planning area that requests notice of these meetings. The notice shall indicate as precisely as possible the subject matter being discussed.

### Once the MMP is drafted and approved by the MMP Committee, the DPA is required to:

- Share the MMP draft for public review and comment for a minimum of 60 days.
- Conduct a public hearing on the MMP during the public comment period. A public notice of the hearing must be published at least 30 days prior to the hearing.
- Publish the notice in a newspaper, or by electronic media, with major circulation or viewership in the planning area. The notice must state where to find the draft MMP, the end date of the public comment period, and solicit public comment. Online notices must remain posted until the end of the public comment period. This notice may also serve as the public hearing notice.
- Provide a copy of the MMP along with a notice of the end of the public comment period to:
  - EGLE.
  - Each municipality within the planning area.
  - Counties and municipalities adjacent to the planning area that may be significantly affected by the MMP or that have requested the opportunity to review the MMP.
  - The regional planning agency for each county in the planning area.
- Submit a summary of comments received during the public comment period to the MMPC.
- Revise the MMP based on public comment, as directed by the MMPC. The DPA has 30 days from the end of the public comment period to resubmit the MMP to the planning committee, if applicable.
- The DPA must ensure that the MMP approval process has been followed. See the [Materials Management Planning Committee section](#) of this document more details.



## MATERIALS MANAGEMENT PLANNING COMMITTEE

The MMPC/Planning Committee is a permanent body that is appointed to direct the DPA in the preparation of the MMP. [[Section 11572 and 11573](#)]

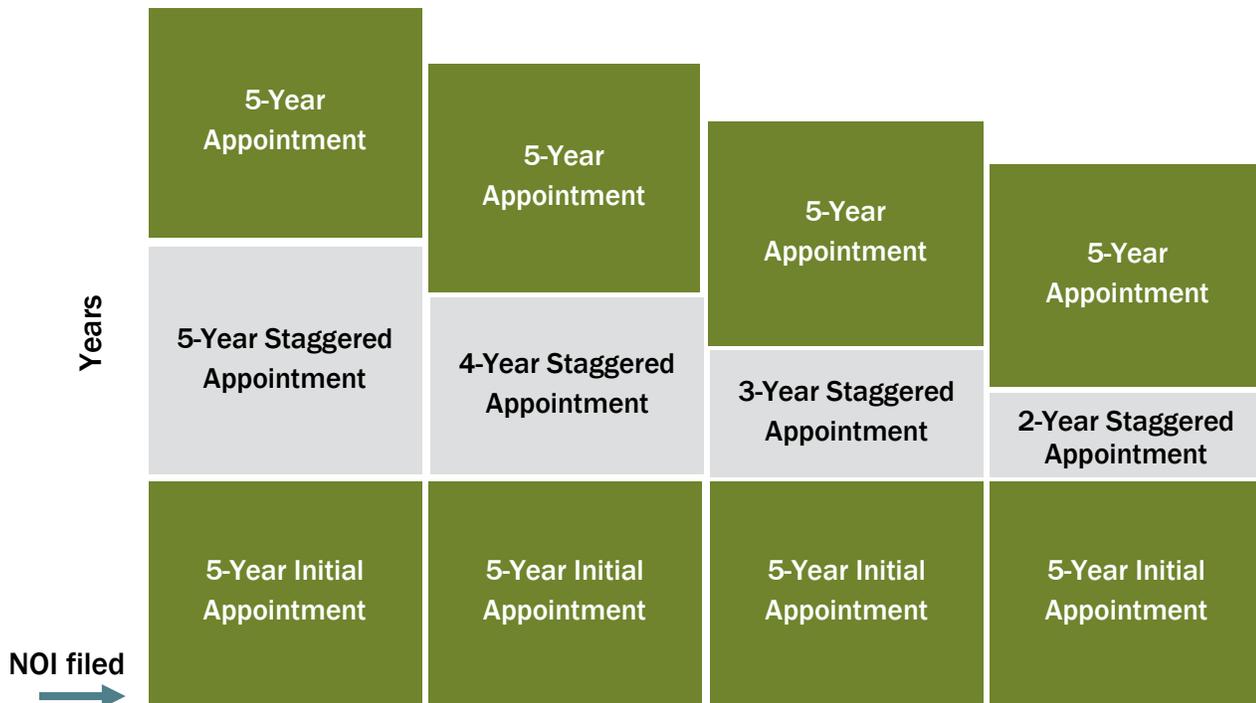
### DUTIES AND RESPONSIBILITIES OF THE MMPC

- Directs the DPA in the preparation of the MMP.
- Reviews and approves the DPA work program.
- Identifies relevant local policies and priorities.
- Ensures coordination in the preparation of the MMP.
- Advises counties and municipalities regarding the MMP.
- Ensures the DPA is fulfilling the requirements of Part 115, including the MMP's content and public participation.
- Notifies the DPA and applicable parties of any deficiencies in the MMP or the process.
- Approves the MMP prior to public comment.
- Provides the final level of MMP approval before it is presented for CAA approval.

### COMMITTEE APPOINTMENTS

- Initial members are appointed for a 5-year term.
- After initial 5-year term there should be a period of staggered appointments (2, 3, 4, and 5-year terms; the following example of Staggered Appointments).
- After staggered positions are established, their successors should be appointed for 5-year terms.
- Members can be reappointed.
- Vacancies should be filled for the unexpired term in the same manner as the original appointment.
- Members can be removed by CAA due to incompetence, dereliction of duty, or malfeasance, misfeasance, or nonfeasance in office.

Exemplified of Staggered Appointments



**VOTING**

- A majority of members present at a meeting constitutes a quorum for the transaction of business.
- An affirmative vote from the majority of the members appointed is required for official action to be taken.
- The approval of a County and/or Regional MMP requires the affirmative vote of a majority of the full planning committee. For example, if:
  - There are 13 total member positions (12 active members and 1 vacant position).
  - When a vote is taken, a minimum of 7 affirmative votes are required for that action to pass.
  - Votes needed are based on the total number of available positions, not how many are currently filled and/or present at the meeting.

## PLANNING COMMITTEE MEMBER REQUIREMENTS

All members must either provide services to or reside within the planning area and be defensible if challenged.

### Member Requirements

- A solid waste disposal facility operator.
- A representative of a hauler of managed material.
- A materials recovery facility operator.
- A composting facility or anaerobic digester operator.
- A waste diversion, reuse, or reduction facility operator.
- A representative of an environmental interest group that has members residing in the planning area.
- An elected official of the county.
- An elected official of a township.
- An elected official of a city or village.
- A representative of a business that generates a managed material.
- A representative of the [regional planning agency](#) whose territory includes the planning area.

### Optional Members/Scenarios

- The CAA may appoint one additional representative that does business in or resides in an adjacent community outside the planning area.
- If during the MMP development or amendment process, a solid waste landfill is proposed in the planning area within 2 miles of a municipality that is located adjacent to the planning area, or if a solid waste processing and transfer facility or materials utilization facility is proposed in the planning area within 1 mile of such a municipality, the CAA shall notify the adjacent municipality in writing. This municipality may provide comment on the proposed development.

### Optional Multicounty Planning Members

In addition to the above committee members, each county in a multicounty plan may appoint the following additional members:

- An elected official of the county or a municipality.
- A representative from a business that generates managed materials.

### Minimum Planning Committee Members

If the CCA has difficulty finding qualified individuals to serve on the planning committee, EGLE may approve a reduction in the number of members. Contact EGLE for more details.



## PLAN DEVELOPMENT AND APPROVAL PROCESS

This section details the steps to develop and approve the MMP and grant eligibility, after the EGLE Director initiates the MMP development process ([Part 115](#), Sections 11571–11576, 11580, 11587).

- STEP 1.** NOI is filed and the responsible entity becomes the CAA within 180 days of EGLE’s request. If an NOI was not filed by the BOC, the municipalities or RPA can request an extension from EGLE to allow the parties an opportunity to determine who will file the NOI with an EGLE approved extension.
- If an NOI was filed, continue to Step 2.
  - If an extension was requested by the municipalities or RPA from EGLE and approved by EGLE, continue to Step 2.
  - If an extension was not requested or an NOI was not filed, EGLE shall prepare the MMP. The EGLE prepared MMP is final, and the process ends.

The CAA has a total of 36 months from the date an NOI is filed to complete its portions of the process.

- STEP 2.** After the NOI is submitted, the following must be completed:
- The CAA establishes the DPA. The CAA will have the option to identify a DPA while filing its NOI. This is highly recommended to give the DPA ample time to complete the remaining tasks. However, the CAA has up to 120 days to officially appoint their DPA.
  - Within 180 days: The CAA appoints the MMPC; the DPA will draft the Work Program; the MMPC approves Work Program and submits the Work Program to EGLE; EGLE approves the Work Program. All tasks must be completed within this 180-day given timeframe.

The CAA is grant eligible once an NOI is filed, a DPA and MMPC have been appointed, and a Work Program has been approved by the MMPC and EGLE. *It is recommended to begin MMP drafting and development while waiting for MMP grant distribution, to ensure the 36-month total timeframe is met.*

**STEP 3.** The MMP is drafted.

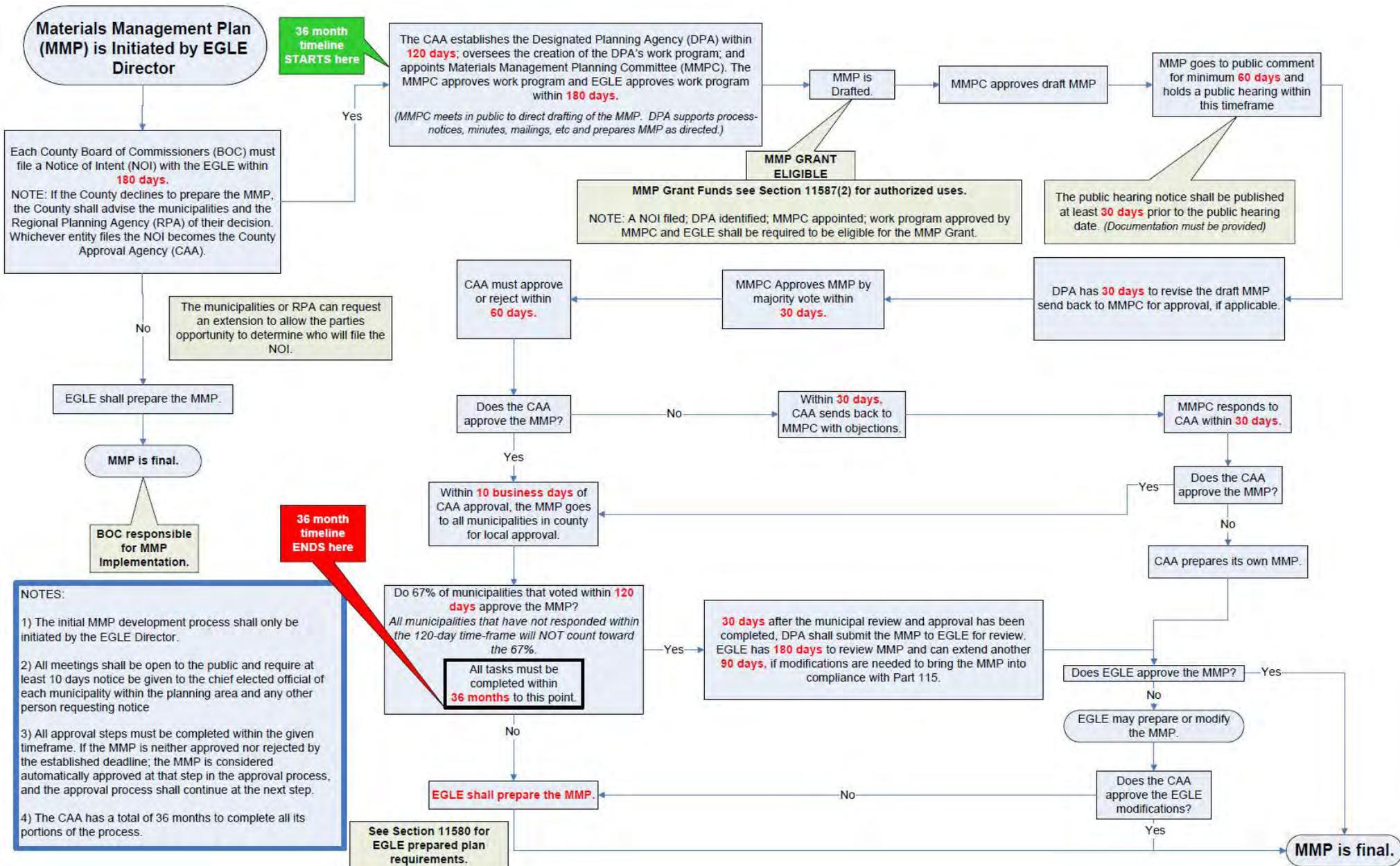
**STEP 4.** The MMPC approves the draft MMP.

- STEP 5.** The MMP goes to public comment for a minimum of 60 days. During this time, a public hearing is conducted by the DPA.
- The public hearing notice shall be published at least 30 days prior to the public hearing date. Documentation must be provided to EGLE.

**STEP 6.** Once the public comment period and hearing are completed, the DPA has 30 days to revise the draft MMP based on comments received and send the draft MMP back to the MMPC for approval, if applicable.

- STEP 7.** The MMPC approves the MMP by majority vote within 30 days after the DPA has sent the revised draft MMP back for final approval.
- STEP 8.** The CAA must approve or reject the MMP within **60 days** after the MMPC has approved the MMP.
- If the CAA approves the MMP, continue to Step 9.
  - If the CAA does not approve the MMP within **30 days**, the CAA sends the MMP back to the MMPC with objections.
    - The MMPC then responds to the CAA within **30 days**.
    - The CAA acts on the MMP.
      - ✓ If the CAA approves the MMP, continue to Step 9.
      - ✓ If the CAA does not approve the MMP, the CAA prepares its own MMP, then continues to Step 10.
- STEP 9.** Within **10 business days** of CAA approval, the DPA sends the MMP to all municipalities in the County.
- STEP 10.** Municipalities are given **120 days** to approve or reject the MMP.
- Only those municipalities that voted within the 120 days will count toward approval or rejection of the MMP. *All municipalities that have not responded within the 120-day timeframe will NOT count toward the 67 percent.*
  - If 67 percent of the municipalities that acted on the MMP within 120 days approve of the plan, continue to Step 11.
  - *NOTE: 67 percent of the municipalities that respond to the vote must approve the MMP.*
  - If 67 percent of municipalities that voted within 120 days do not approve the MMP, **then EGLE will prepare the MMP, it will be final, and the process ends.**
  - *NOTE: ALL tasks to this point must be completed within 36 months.*
- STEP 11.** 30 days after the municipalities review and approve the MMP, the DPA shall submit the MMP to EGLE for final review, continue to Step 12.
- After the MMP is submitted by the DPA, EGLE has 180 days to review. The review can be extended by another 90 days if modifications are needed to bring the MMP into compliance with Part 115.
- STEP 12.** If EGLE approves the MMP, the MMP is final, and the process is complete. If EGLE does not approve the MMP, EGLE may prepare or modify the MMP, and the process continues to Step 13.
- STEP 13.** EGLE submits the MMP to the CAA. If the CAA approves the EGLE modifications of the MMP, the MMP is final, and the process is complete. If the CAA does not approve the EGLE modifications to the MMP, EGLE prepares the final MMP, and the process is complete.

MATERIALS MANAGEMENT PLAN APPROVAL PROCESS



## NOTES

- All meetings shall be open to the public and require at least **10-day** notice be given to the chief elected official of each municipality within the planning area and any other person requesting notice.
- All approval steps must be completed within the given timeframe. If the MMP is neither approved nor rejected by the established deadline, the MMP is considered automatically approved at that step in the approval process, and the approval process shall continue at the next step.
- The CAA has a total of 36 months to complete all its portions of the process.

## EGLE PREPARED MATERIALS MANAGEMENT PLAN REQUIREMENTS

- Materials utilization facilities or solid waste processing and transfer facilities are automatically found to be consistent with the MMP if they: (1) are exempt from permit and license requirements; (2) comply with local zoning requirements; and (3) that are identified in the MMP.
- The MMP cannot approve any non-contiguous additional solid waste landfill disposal capacity unless the BOC has shown a demonstrated need ([Section 11509\(9\)](#)).
- The MMP shall require all haulers servicing the planning area, per Part 115, to provide recycling access per the Benchmark Recycling Standard.

Further, an EGLE prepared MMP will not contain a requirement for additional siting criteria or the criterion that the Host Community provides an approval for the development of any facility.



## MATERIALS MANAGEMENT PLANNING GRANTS

### WHO IS ELIGIBLE TO RECEIVE FUNDING?

Each county that applies and meets the eligibility requirements will receive funding. Funds will be granted to the BOC once the grant application and agreement are approved. If the BOC is not identified as the CAA, then it is the responsibility of the BOC to distribute the funds to the appropriate CAA within 60 days after receipt of the funds. *If EGLE is preparing the MMP for the County, the funds may be utilized by EGLE.*

### HOW CAN FUNDING BE USED?

Funds can be used for preparing, implementing, and maintaining an MMP. Including:

- Development of a work program as described in [Section 11587 of Part 115](#).
- Developing and amending an MMP.
- Ensuring public participation.
- Resources used to determine whether new facilities are consistent with the MMP.
- Collecting, submitting, and evaluating data for the database for facility reporting purposes.
- Recycling education and outreach.
- Establishing and continuing recycling and materials utilization programs consistent with the goals.
- Preparation of required reports to EGLE.
- Efforts to obtain support for the MMP and planning process.
- Other efforts related to MMP implementation.

Funds can be used for implementation, however, the MMP development costs take precedence, and an Implementation Work Program has been approved as part of the MMP Grant Agreement.

### WHEN IS FUNDING AVAILABLE?

These grants will be awarded annually. To receive funds in the first 3 years, the CAA must have:

- Appointed the DPA.
- Appointed the MMPC.
- A Work Program Prepared by the DPA.
- A Work Program Approved by the MMPC.
- A Work Program approved by EGLE.

The Work Program must contain activities for developing and implementing the MMP and must show associated costs to be covered by the County and the grant. Grantees must keep records documenting use of grant monies.

### HOW LONG IS FUNDING AVAILABLE?

Funding is established by the [Income Tax Act Of 1967 Act 281 Of 1967](#), specifically Section 206.51g, Renew Michigan Fund, and is subject to appropriation.

### HOW MUCH FUNDING IS AVAILABLE?

Grants will be calculated using the following:

- \$60,000 for each county in the planning area.
- \$10,000 additional for each county in a multicounty planning area.
- For the first 3 years, an additional 50 cents per capita of each county\*, up to \$300,000.

*\*Based on the 2020 Census Data*

**Per capita money will not be available for future MMP development.**

## MULTICOUNTY MATERIALS MANAGEMENT PLANNING

In many cases, MMPs for a multicounty area may be more effective and efficient than plans developed for single counties. Multicounty MMPs may improve operations, costs, environmental outcomes, education and outreach efforts, and market development. Each county is required to consult with adjacent counties to consider multicounty planning and additional grant funds are available for counties participating in a multicounty MMP.

### REQUIREMENTS FOR THE DEVELOPMENT OF A MULTICOUNTY MMP

- An MMP may include two or more counties if each of those counties agree to the joint exercise of powers and performance of the duties under Subpart 11 for the BOC and of the CAAs.
- Multicounty MMPs are subject to the same procedure for approval as single-county MMPs. A multicounty MMP shall include a process to ensure that the MMP requirements are met.
- CAAs preparing a multicounty MMP, shall appoint a single planning committee. For each county, additional planning committee members may be appointed:
  - An elected official of the county or a municipality in the planning area.
  - A representative from a business that generates managed materials within the planning area.

### MULTICOUNTY COLLABORATION

Counties will be required to document that they contacted, at a minimum, their adjacent counties, regarding the option and interest in preparing a multicounty MMP. Documentation memorializing the outcome and any interlocal agreements identifying the process for creating a multicounty MMP will be submitted to EGLE with each county's NOI.

**NOTE:** Counties consulted may reside outside the state-designed planning region.

### THE BENEFITS OF MULTICOUNTY PLANNING

There are several benefits of creating and implementing a multicounty MMP, including additional grant funding. Each eligible county will receive \$60,000 plus, for the first three years, \$0.50 per capita, not to exceed \$300,000. Counties collaborating in a multicounty plan will **each** receive an additional \$10,000 per year. In addition, collaborating counties can:

- Improve efficiencies, reduces costs and allows for shared implementation costs.
- Streamline access to regional facilities and haulers.
- Identify solutions with counties facing similar challenges and opportunities.
- Use a standardized educational campaign for the planning area.
- Reduce contamination and increase marketability and value of materials.
- Reduce the need to have or create program expertise in each county.
- Increase service options for the region, making it easier to meet capacity and access requirements.
- Provide a larger pool of potential MMPC representatives.

## WHAT RESOURCES ARE AVAILABLE?

- [MMP Toolbox](#)
- Email: [EGLE Planning Staff](#)
- [Materials Management Planning Program Staff Map](#)
- [Recycling Program Staff Map](#)
- [Regional Planning Agencies](#)
- [County DPA Contacts](#)
- [Materials Management Facilities ArcGIS Map](#)
- Funding Opportunities (see [Planning Website](#))
- [Mega Data Collection Project](#)

Visit [Michigan.gov/EGLEMMP](https://Michigan.gov/EGLEMMP) or contact [EGLE-MMP@Michigan.gov](mailto:EGLE-MMP@Michigan.gov) for more information.

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PART 115 MATERIALS MANAGEMENT PLANNING QUESTIONS & ANSWERS

This working document shall be used to provide *preliminary* answers to questions identified and subject to change.

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1. **Where can I view the new statutory language?**

[Part 115 Statute](#)

2. **Is there a guide that I can use to gain a greater understanding of planning, the goals, and the process?**

Yes, please see the [Quick Guide](#) found online for more information.

3. **Are there required timeframes for planning in the new law and what happens if they are not met?**

Yes, there are established timeframes at each step of the new planning process. Therefore, all steps must be completed within the specified timeframe otherwise EGLE may take over writing the MMP, combine it with another county, or the MMP may automatically move to the next step in the approval process if no action is taken within the given timeframe.

4. **What are the responsibilities of the CAA?**

- Primarily responsible for all aspects of the MMP and Implementation.
- Identifies the [Designated Planning Agency \(DPA\)](#).
- Appoints the [Materials Management Planning Committee \(MMPC\)](#).
- Oversees the creation and implementation of the DPA's work program.
- Receives and utilizes the [MMP Grant](#) funds.
- MMP **approval** rights at various stages of the process.
- Primarily responsible for identifying capacity needed for the planning area.

5. **Can official submittals and notices be sent using electronic mail (email)?**

Yes, written notice may be given by electronic mail if the recipient has indicated that they will receive notices by electronic mail and has specified the email address to which the notices can be sent. (11571(11)). It is the responsibility of each county to ensure that they have, provide, and use a valid email address that is being monitored by the appropriate entity.

6. **Were counties limited to only their adjacent counties when developing a multicounty MMP or were they able to work with other counties as well? Also, was there a limit to the number of counties that can develop a single Plan together?**

A county was not limited to just their adjacent counties when developing a multicounty MMP. Counties were required to consult with all adjacent counties but were also encouraged to contact additional counties in an effort to create a more efficient and robust materials management system. Counties did not have to be adjacent/contiguous to develop a multicounty plan. Further, the statute did not limit the number of counties that can develop a multicounty plan.

**7. Could counties develop two individual county plans and still be eligible for the multicounty planning funding incentive?**

No. Counties were required to commit to working together and developing a single MMP in order to be eligible for the multi county funding incentive.

**8. What was required to demonstrate that a group of counties intended to develop a single county MMP together?**

An interlocal agreement (ILA) developed pursuant to the urban cooperation act of 1967, 1967 (Ex Sess) PA 7, MCL 124.501 to 124.512 was required to demonstrate a group of counties intend to develop a multicounty MMP. EGLE did not review each ILA for content; but used the ILAs to confirm which counties indicated that they were pursuing a multicounty MMP together.

**9. What does an ILA need to include? Are there other recommended items that may be included in the ILA?**

An ILA should meet the requirements of the Urban Cooperation Act (1967 (Ex Sess) PA 7, MCL 124.501 to 124.512) and confirm each county that intends to develop and ultimately implement an MMP together. Other recommended items that could be included in the ILA are the following: DPA appointment; County Liaisons; MMPC appointment procedures; MMP Grant Distribution; Budget; Additional funding distribution; process for approval of activities; MMP Implementation; etc.

NOTE: ILAs may be modified to include other items through an ILA amendment per the Urban Cooperation Act.

**10. If a multicounty plan was being pursued did each county's BOC still need to file a NOI to become the CAA?**

Yes, each county's BOC was required to accept CAA responsibilities, complete the multicounty consultation, complete an interlocal agreement, and submit its NOI to become the CAA.

**11. For a Multi-County MMP, does each County have a designated DPA or is there one DPA?**

There is a single DPA for a multicounty MMP.

**12. Who should be designated as the DPA? Can two people be listed?**

The CAA shall identify an entity/department, and a single specific contact person representing that entity as the DPA. Both the entity and the person would be designated officially and represent the DPA. Two people cannot be identified in an official capacity, but after the DPA has been officially declared, EGLE may be contacted to add an additional person in an "unofficial" capacity to receive notices, communications, etc.

- Per Rule 702 the DPA shall have the necessary expertise and the legal, financial, and institutional capabilities to prepare the plan. Examples of appropriate entities to be appointed as the DPA include:
  - Regional, county, or municipal planning commissions.
  - Departments of public works.
  - Road commissions.
  - Drain commissioners.
  - County executives.
  - Materials Management/Solid waste disposal authorities.

**13. What role/responsibility does the DPA have in the implementation of an approved MMP?**

The CAA is ultimately responsible for Plan implementation. Historically, the DPA has been the entity to facilitate implementation of the Plan for items such as contracts, answering questions, and making sure the Plan is implemented the way it is supposed to be. DPAs are the primary governmental resource for information about the Plan and the Plan development process. They would also help implement the Plan. The Plan format requires a responsible party be listed for implementation, which may be the DPA or another entity specified in the Plan, but the CAA is ultimately responsible for the development and implementation of the Plan.

**14. Can I include extra or additional members to my materials management planning committee (MMPC)?**

The MMPC members are set forth in Section 11572 of Part 115. These members have voting rights for the MMP development and approval process. Additional parties and stakeholders may, and are encouraged to attend meetings, provide input, consult, and participate through various means. However, they would not be part of the “official” MMPC, nor have voting rights for MMP approval and development process purposes.

**15. What else do I need to do after filing my Notice of Intent (NOI)?**

After filing their NOI, a county’s immediate next steps are to identify their Designated Planning Agency, appoint their Materials Management Planning Committee, and develop, approve, and submit a work program to EGLE for approval. Counties were also required to submit a copy of their NOI to the legislative body of each municipality within the planning area, as well as request publication of the NOI on their webpages and other multimedia outlets. Finally, the County Approval Agency (CAA) was required to notify by newspaper or by electronic media that has major circulation or viewership in the planning area of their NOI acceptance.

**16. NEW - Can the MMP format be expanded beyond the items identified in the template to meet the needs and goals of our planning area?**

Yes, it is encouraged that each planning area does a comprehensive evaluation of the current baseline of their materials management infrastructure and systems to identify gaps and opportunities when developing their MMP. This will help create to the vision of the planning area and to help meet their needs and goals. Each planning area will have their own unique circumstances that they may want to address and/or accomplish when developing their MMP. Link to the [Materials Management Plan Format](#)

**17. Will there be funding available to create an MMP? If so, how much?**

Yes, funding under [MMP Grants](#) will be available to those counties that file a notice of intent to prepare a new MMP and receive EGLE approval of their work program. This funding:

- Provides a base amount of funding to supplement the costs for preparing, implementing, and maintaining MMPs.
- Base amount of \$60,000 for each county.
- An additional \$10,000/county for multi-county plans.
- And \$0.50 per capita, up to \$300,000 would be available in the first three years to cover the higher upfront costs of initiating the new planning process.

**18. What can the MMP Grant money be used for?**

Funds can be used for preparing, implementing, and maintaining an MMP. The MMP development costs take precedence.

Including but not limited to:

- Developing a work program as described in Section 11587 of Part 115.
- Developing and amending an MMP.
- Ensuring public participation.
- Resources used to determine if new facilities are consistent with the MMP.
- Collecting, submitting, and evaluating data for facility reporting purposes.
- Recycling education and outreach.
- Establishing and continuing recycling and materials utilization programs consistent with the goals.
- Preparing required reports for EGLE.
- Obtaining support for the MMP and planning process.
- Other efforts related to MMP implementation.

**19. NEW - Will I receive additional rounds of MMP Grants?**

Yes. Per Section 11587 of Part 115, subject to appropriations, each county shall be awarded its additional MMP Grant, so long as progress is being made under the existing MMP Grant

This working document shall be used to provide *preliminary* answers to questions identified and subject to change.

Agreement toward developing or implementing its MMP. Grant amounts and eligibility are legislatively identified ([Allowable MMP Grant Amount per County](#))

20. **NEW - How will each CAA receive its next round of MMP Grants?**

Existing MMP grant agreements will be amended to include updated deliverables, scope of work, timeline, and budget, as applicable.

Grantees shall allocate their entire allowed budget, including the identification of any planned implementation items.

21. **NEW - We are still having difficulties upfront the costs for the MMP Grant to get reimbursed, what can we do?**

Requests for advance funding may be submitted to the State of Michigan's Office of Financial Management. Please contact EGLE Planning staff for assistance with making this request.

Please note that requested advances are not guaranteed to receive approval. *It is recommended to make this request as soon as possible, as the process may take some time to complete.*

22. **NEW - Can we amend our MMP grant contract?**

Yes, the contract can be amended, including the budget, deliverables, scope of work, subject to EGLE approval.

23. **What are the benefits of working with another county?**

Please see the [Multicounty Materials Management Planning](#) Information Sheet.

24. **Can I be added to an email list to get more information when it becomes available?**

Yes, as information becomes available, messages through our GovDelivery system will be published. Please subscribe specifically to [Materials Management News and Info](#) and [Materials Management Planning](#) to receive electronic updates. Also, please know that EGLE will provide various opportunities for stakeholder engagement throughout the implementation process. Therefore, please continue to watch for emails for other information as well.

25. **Where can I find more information and who can I contact?**

- **Materials Management Planning:**
  - Planning Website: [www.Michigan.gov/EGLEMMP](http://www.Michigan.gov/EGLEMMP).
  - [Planning Staff Program Map](#).
- **Recycling and Program Development:**
  - Recycling Website: [www.Michigan.gov/MIRECYCLES](http://www.Michigan.gov/MIRECYCLES).
  - [Recycling Specialists Staff Map](#).

## Solid Waste Management Plan Status Questions

### 26. How does a facility demonstrate consistency prior to an approval of their new Materials Management Plan (MMP)?

The siting process in your currently approved Solid Waste Management Plan (SWMP) will only be used for proposed landfill expansions. For facilities other than landfills, the following statutory section should be reviewed for demonstration of consistency when applying for a facility authorization (notification; registration; general permit or construction permit):

Section 11508(2) states the following:

*(a) Before an MMP is initially approved by the department under section 11575(9), the department may issue a construction permit for a solid waste processing and transfer facility or an approval under a general permit or a registration for a materials utilization facility if the county approval agency and the legislative body of the municipality in which the facility is or is proposed to be located have each notified the department in writing that they approve the issuance.*

*(b) Proposed landfill expansions shall follow the siting process of the existing solid waste management plan until an MMP for the planning area is approved by the department.*

*(c) Before an MMP for the planning area has been approved by the department, materials utilization facilities that are required to provide a notification or registration to the department under part 115 may be sited under local zoning ordinances.*

Therefore, the type of facility and the level of authorization needed will depend on which siting process and documentation is identified in statute as needed to demonstrate consistency with the applicable county solid waste management plan.

NOTE: Solid waste disposal areas that are included in the current SWMP or received a construction permit prior to March 29, 2023, are considered existing facilities. Therefore, they are considered automatically consistent and can receive authorization as appropriate without further documentation.

### 27. Do a county plan's import and export authorizations and other mechanisms in their current solid waste management plan stay in effect now that the law is in effect?

YES. – Import and export authorizations will stay in effect until new MMP's have been approved; however, new MMPs will not have import and export authorization requirements. Please see Section 11571(1) which states, "...The approved solid waste management plan in effect on the effective date of the amendatory act that added this section remains in effect until a materials management plan has been approved for the planning area under this subpart." Therefore, all parts of the currently approved solid waste management plans, including its Import/Export authorizations, shall stay in effect until a new materials management plan has been approved.

**28. Can a solid waste management plan (SWMP) be amended after the effective date of the new law?**

YES. However, EGLE's priority will be on the new MMP process and implementation. Therefore, it is only recommended that counties proceed with an amendment to the SWMP in special circumstances such as to properly manage the county's mechanisms for managing their solid waste such as, siting of landfills, import and export authorizations, or revisions to funding mechanisms or other local mechanisms identified in the solid waste management plan.

**29. What process is required for an amendment to a solid waste management plan and which planning committee shall be appointed for the amendment?**

A county shall follow the approval process and is required to have a 14-member solid waste management planning committee, as required prior to the effective date of the new law. Specifically, see Section 11571(1) which states, "...Before a materials management plan is approved for a county pursuant 11575, a solid waste management plan may be amended pursuant to the procedures that applied under section 11533 and former sections 11534 to 11537a immediately before the effective date of the amendatory act that added this section."

**30. Where can I find my current Solid Waste Management Plan and related items online?**

Please see link to these items online under the "Solid Waste Management Plan" section header on our planning website.

**31. I have questions, where can I send them?**

Please send planning related questions to:  
[EGLE-MMP@michigan.gov](mailto:EGLE-MMP@michigan.gov).

Please send general Part 115 questions to:  
[EGLE-MMD-SW@michigan.gov](mailto:EGLE-MMD-SW@michigan.gov).



**To: Township Board**  
**From: Tim Dempsey, Township Manager**  
**Date: November 14, 2025**  
**Re: 54B District Court**

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The Township has been approached by the City of East Lansing about the Township's interest in switching court affiliation from 55<sup>th</sup> District Court at the Ingham County Justice Complex in Mason to 54B District Court in downtown East Lansing. Apparently, 54B has experienced a reduction in caseload and has capacity to handle additional cases. District Court boundaries are established by Public Act 236 of 1961, the Revised Judicature Act, as amended. Any change would require legislative action.

Given the disruption that a district court change would likely bring, I am requesting this matter be discussed at the November 18 Board meeting. Prosecuting Attorney Cullen Harkness and Police Chief Grillo will be present to provide insights on how such a change would impact current and future operations.



**To: Board Members**

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

**Date: November 14, 2025**

**Re: Hagadorn Road Land Donation**

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As discussed during Township Board meeting on October 21, Township staff were recently approached by the owners of 4344 Hagadorn Rd and parcel # 33-02-02-20-105-005 to see if the Township would be interested in acquiring portions of these two parcels. In total, the Township would be acquiring approximately 22.5 acres.

The current owners wish to donate the land to the Township by the end of the calendar year as the tax benefits they will receive for this donation will be reduced on or after January 1, 2026 due to changes to the federal tax code that will take effect.

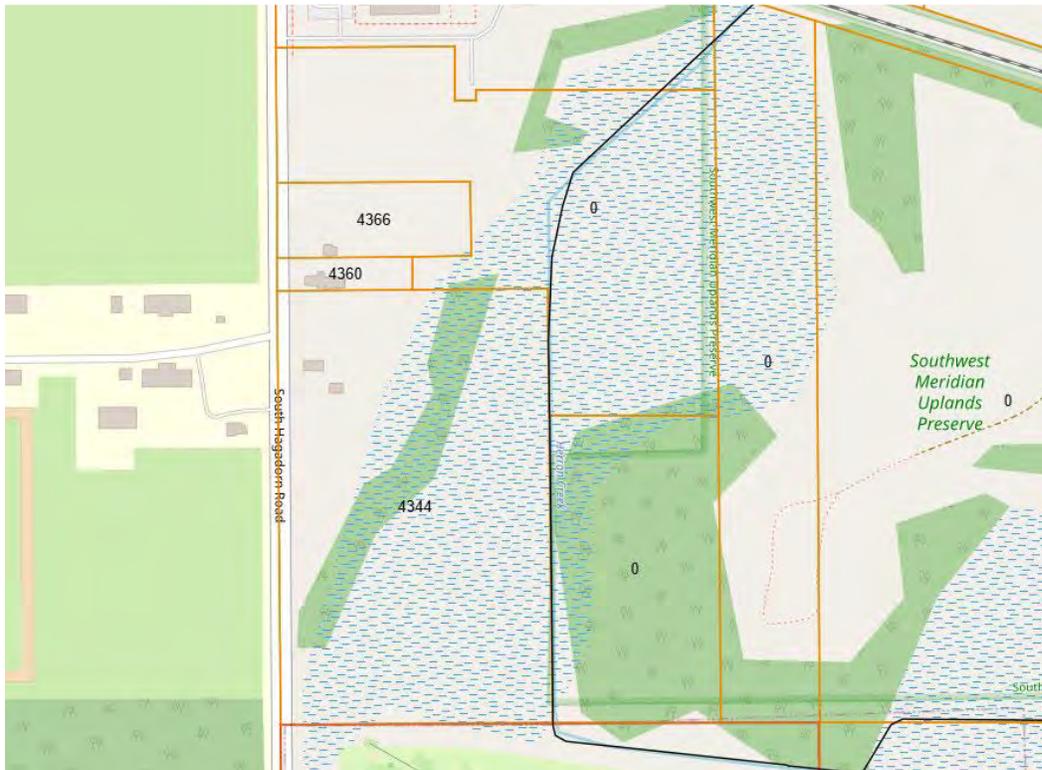
In addition to donating this land, the property owners will be granting the Township an easement over the land they retain for future prospective development, to allow the Township the ability to construct this trail in the event that a development does not get approved for this site.

The Township Department of Public Works & Engineering would recommend acquiring these properties as the opportunity to secure the entirety of this proposed off-road trail route is a very unique opportunity as we continue to build out the Pathway Master Plan.

Historically, the Township has not acquired land for the pathway system. However, the only way to acquire the land in question in the timeframe that the current owners have requested is to acquire this as a pathway property as the Land Preservation acquisition process would extend well past January 1, 2026. The land is being donated, so the only costs that will be incurred are for our due diligence (surveying, environmental assessments, etc.).

Current options being discussed in concept include:

1. Donating the land to the Township's land preservation program.
2. Donating the land to the Ingham County Drain Commissioner's Office as the Herron Creek Drain does run along the eastern property line of 4344 Hagadorn Rd and runs through parcel # 33-02-02-20-105-005. The route and course of the Herron Creek Drain is shown by the black line below and the land the Township is acquiring is shown approximately in yellow. The land is largely covered by wetlands and most of it is within the 100-year floodplain. Therefore, the land is already used for stormwater detention.



Since the October Board meeting, Township staff met again with the property owners and our consultant completed Phase II Environmental Site Assessment (ESA), which showed no existing issues on the subject sites. The owners, however, requested a minor modification to the donated land area, which staff agreed to provided the pathway easement be modified accordingly. As such, the final survey of proposed land acquisition areas, and pathway easement are attached for Township Board discussion and approval.

The purpose of the agenda item this evening is to discuss the modified land acquisition areas and easement, with the goal of acting on this item during the first December meeting in order to meet the owners' goal of executing this acquisition by December 31, 2025.

We are happy to answer any questions the Board may have.

**Attachments:**

[Survey of Existing Parcels](#)

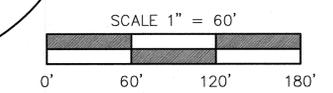
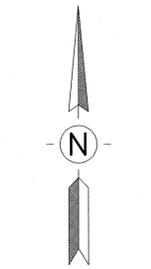
[Survey of Proposed Parcels Split & Donated Areas](#)

[New Parcels splits & Pathway Easement](#)

[Phase II ESA](#)

# ALTA/NSPS LAND TITLE SURVEY

## "VACANT- HAGADORN ROAD, OKEMOS, MI 48864"



### SURVEYOR'S NOTES:

- This plan was made at the direction of the parties named hereon and is intended solely for their immediate use.
- All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the nearest National Geodetic Survey C.O.R.S. station.
- All dimensions shown are as-measured unless otherwise noted.
- All dimensions are in feet and decimals thereof.
- No building tie 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 hereon.
- Parcel has direct access to public Hagadorn Road.
- No wetlands were formally delineated as part of this survey. Edges of swamp are shown hereon.

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

- Item 1: Shown on the survey map.
- Item 2: Address of the surveyed property: Vacant - Hagadorn Road, Okemos, Michigan 48864.
- Item 3: By scaled map location and graphic plotting only, this property lies partially within Flood Zone "X", areas outside the 1.0% annual chance floodplain, and partially within Flood Zone "AE", areas within the 1.0% annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map for the Charter Township of Meridian, Ingham County, Michigan, Community Panel No. 260093 0154 D, dated August 16, 2011. Location of the 1.0% annual chance floodplain is graphically shown hereon from FEMA mapping and is subject to map scale uncertainty.
- Item 4: ±13.53 Acres (589,636 square feet)
- Item 7a: None observed.
- Item 8: Shown on the survey map.
- Item 9: Parking:  
Regular Parking Spaces: 0  
Disabled Parking Spaces: 0  
Total on-site Parking Spaces: 0

### LEGAL DESCRIPTION:

(As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)  
Parcel B  
Part of the Northwest 1/4, Section 29, Town 4 North, Range 1 West, Meridian Charter Township, Ingham County, Michigan, described as: Commencing at the Northwest corner of said Section 29; thence S00°01'25"E, along the West line of said Section 29, a distance of 988.90 feet to the Point of Beginning of this description; thence N89°37'45"E 440.77 feet; thence S00°22'15"E 130.07 feet; thence N89°37'45"E 50.00 feet; thence N00°22'15"W 24.57 feet; thence N89°37'45"E 584.14 feet; thence S00°04'55"W 806.87 feet; thence N89°50'55"W 414.06 feet; thence N00°01'25"W, parallel with the West line of said Section 29, a distance of 312.23 feet; thence S89°37'45"W 330.00 feet; thence N00°01'25"W, parallel with said West line, 82.00 feet; thence N89°37'45"E 145.00 feet; thence N00°01'25"W, parallel with said West line 182.00 feet; thence S89°37'45"W 475.00 feet to said West line; thence N00°01'25"W, along said West line, 332.36 feet to the Point of Beginning.

### SCHEDULE B, SECTION II, EXCEPTIONS:

- (As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)
- Item 10: Area as described in Liber 2344, Page 809; does not cross parcel and is not shown hereon.
- Item 11: Easements in favor of Meridian Charter Township as recorded in Liber 2539, Page 175; & Liber 2539, Page 177; cross parcel, are plottable and shown hereon. Easement in favor of Meridian Township as recorded in Liber 2539, Page 179; does not cross parcel, therefore not shown hereon.
- Item 12: Easements in favor of the Ingham County Drain Commission as recorded in Liber 3238, Page 279; cross parcel, are plottable and shown hereon.

### CERTIFICATION:

To Meridian Charter Township; Diversified National Title Agency; & WFG National Title Insurance Company.

This is to certify that this map or plot and the survey on which it is based were made in accordance with the 2021 "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 September 19, 2025.

*Erick R. Friestrom* 09-30-2025  
Erick R. Friestrom Date of Plot or Map:  
Professional Surveyor No. 53497  
efriestrom@kebs.com



### LEGEND

- (M) = MEASURED DIMENSION
- (R) = RECORDED DIMENSION
- = SET 1/2" BAR WITH CAP UNLESS NOTED
- = FOUND IRON AS NOTED
- = DEED LINE
- = DISTANCE NOT TO SCALE
- ▨ = ASPHALT
- ▩ = CONCRETE
- ⊗ = CATCH BASIN
- ⊙ = SIGN
- ⊙ = POST
- ⊙ = SANITARY MANHOLE

### WITNESSES TO SECTION CORNERS:

- West 1/4 corner Section 29, T4N, R1W, Liber 8, Page 449  
Found Remon bar & cap in monument box in C/L of Hagadorn Road  
Found nail & tag in East side utility pole, S20°W, 89.39'  
Found nail & tag in East side fence post, N55°W, 57.23'  
Found nail & tag in East side utility pole, N20°W, 125.61'  
Found nail & tag in Southwest side 4" maple tree, West, 40.06'
- Northwest corner Section 29, T4N, R1W, Liber 8, Page 447  
Found Remon bar & cap in monument box in C/L of Hagadorn & Mt Hope Roads  
Found nail & tag #18994 Northwest side power pole, N42°E, 70.08'  
Found nail & tag #25832 Northwest side power pole, N65°E, 69.26'  
Centerline of fire hydrant, S57°E, 75.86'  
Centerline of gas valve, S55°W, 56.45'
- North 1/4 corner Section 29, T4N, R1W, Liber 8, Page 453  
Found remon bar & cap in mon box, centerline of Mt. Hope Road  
Found dimple mark in East side of 2" steel anchor post, N05°E, 33.56'  
Found nail & tag #18994 in East side of 28" Oak, S02°W, 28.00'  
Found nail & tag #25832 in Southeast side of power pole, S82°W, 105.16'  
Found nail & tag #25832 in Southwest side of power pole, S75°E, 125.40'
- Center of Section 29, T4N, R1W, Liber 8, Page 252  
Found 1/2" bar at base of fallen down railroad tie post  
Found nail & tag North side 48" Maple, S75°E, 5.06'  
Found nail & tag West side 6" Maple, S15°W, 22.79'  
Found nail & tag North side 6" Elm, West, 25.28'  
Found nail & tag in West side of 6" Elm, N29°E, 31.57'

| REVISIONS  | COMMENTS | KEBS, INC. ENGINEERING AND LAND SURVEYING   |                      |
|------------|----------|---|----------------------|
| 09/30/2025 | ORIGINAL | 2118 HASLETT ROAD, HASLETT, MI 48840<br>PH. 517-339-1014 FAX 517-339-8047<br>WWW.KEBS.COM |                      |
|            |          | Marshall Office - Ph. 269-781-9800  |                      |
|            |          | DRAWN BY: AN  | SECTION 29, T4N, R1W |
|            |          | FIELD WORK BY: AE   | JOB NUMBER:          |
|            |          | SHEET 1 OF 1  | 104682.ALT           |

# ALTA/NSPS LAND TITLE SURVEY

## "4344 HAGADORN ROAD, OKEMOS, MI 48864"

### SURVEYOR'S NOTES:

1. This plan was made at the direction of the parties named hereon and is intended solely for their immediate use.
2. All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the nearest National Geodetic Survey C.O.R.S. station.
3. All dimensions shown are as-measured unless otherwise noted.
4. All dimensions are in feet and decimals thereof.
5. No building tie dimensions are to be used for establishing the property lines.
6. There are no observable potential encroachments onto the subject property from adjoining lands, or from the subject property onto adjoining lands, except as shown hereon.
7. Parcel has direct access to public Hagadorn Road.
8. No wetlands were formally delineated as part of this survey. Edges of swamp are shown hereon.

### WITNESSES TO SECTION CORNERS:

- West 1/4 corner Section 29, T4N, R1W, Liber 8, Page 449  
 Found Remon bar & cap in monument box in C/L of Hagadorn Road  
 Found nail & tag in East side utility pole, S20°W, 89.39'  
 Found nail & tag in East side fence post, N55°W, 57.23'  
 Found nail & tag in East side utility pole, N20°W, 125.61'  
 Found nail & tag in Southwest side 4" maple tree, West, 40.06'
- Northwest corner Section 29, T4N, R1W, Liber 8, Page 447  
 Found Remon bar & cap in monument box in C/L of Hagadorn & Mt Hope Roads  
 Found nail & tag #18994 Northwest side power pole, N42°E, 70.08'  
 Found nail & tag #25832 Northwest side power pole, N65°E, 69.26'  
 Centerline of fire hydrant, S57°E, 75.86'  
 Centerline of gas valve, S55°W, 56.45'
- North 1/4 corner Section 29, T4N, R1W, Liber 8, Page 453  
 Found remon bar & cap in mon box, centerline of Mt. Hope Road  
 Found dimple mark in East side of 2" steel anchor post, N05°E, 33.56'  
 Found nail & tag #18994 in East side of 28" Oak, S02°W, 28.00'  
 Found nail & tag #25832 in Southeast side of power pole, S82°W, 105.16'  
 Found nail & tag #25832 in Southwest side of power pole, S75°E, 125.40'
- Center of Section 29, T4N, R1W, Liber 8, Page 252  
 Found 1/2" bar at base of fallen down railroad tie post  
 Found nail & tag North side 48" Maple, S75°E, 5.06'  
 Found nail & tag West side 6" Maple, S15°W, 22.79'  
 Found nail & tag North side 6" Elm, West, 25.28'  
 Found nail & tag in West side of 6" Elm, N29°E, 31.57'

### LEGAL DESCRIPTION:

(As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)  
 Parcel A  
 Part of the Northwest 1/4, Section 29, Town 4 North, Range 1 West, Meridian Charter Township, Ingham County, Michigan, described as: Commencing at the Southwest corner of the Northwest 1/4, Section 29; thence North 72 rods; thence West 40 rods; thence South 72 rods to beginning. EXCEPT the 2 acres sold to Elijah Kieppe Off the North end of said premises.

### AS SURVEYED:

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

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, said parcel described as: Beginning at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 1056.06 feet; thence N89°22'56"E 660.02 feet to the East line of the West 1/2 of the West 1/4 of said Section 29; thence S00°17'50"E along said East line 1062.08 feet to the East-West 1/4 line of said Section 29; thence S89°54'16"W along said East-West 1/4 line 660.51 feet to the point of beginning; said parcel containing 16.05 acres, more or less, including 0.80 acre, more or less, presently in use as public right-of-way for Hagadorn Road; said parcel subject to all easements and restrictions, if any.

### SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)

Item 9: Easement for Consumers Power Company as recorded in Liber 791, Page 635; crosses parcel, is plottable and shown hereon.

### LEGEND

- |      |                                      |   |                  |
|------|--------------------------------------|---|------------------|
| (M)  | = MEASURED DIMENSION                 | ⊠ | = GAS METER      |
| (R)  | = RECORDED DIMENSION                 | ⊙ | = WELL           |
| •    | = SET 1/2" BAR WITH CAP UNLESS NOTED | ⊖ | = SIGN           |
| □    | = FOUND IRON AS NOTED                | • | = POST           |
| —    | = DEED LINE                          | ⊘ | = UTILITY POLE   |
| —    | = DISTANCE NOT TO SCALE              | — | = GUY WIRE       |
| ▨    | = ASPHALT                            | ⊠ | = ELECTRIC METER |
| ▩    | = CONCRETE                           |   |                  |
| ▧    | = DECK                               |   |                  |
| ---  | = BUILDING OVERHANG                  |   |                  |
| —EO— | = OVERHEAD WIRES                     |   |                  |



SCALE 1" = 60'  
 0' 60' 120' 180'

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

- Item 1: Shown on the survey map.
- Item 2: Address of the surveyed property: 4344 Hagadorn Road, Okemos, Michigan 48864.
- Item 3: By scaled map location and graphic plotting only, this property lies partially within Flood Zone "X", areas outside the 0.2% annual chance floodplain, and partially within Flood Zone "AE", areas within the 1.0% annual chance floodplain, according to the National Flood Insurance Program, Flood Insurance Rate Map for the Charter Township of Meridian, Ingham County, Michigan, Community Panel No. 260093 0154 D, dated August 16, 2011. Location of the 1.0% annual chance floodplain is graphically shown hereon from FEMA mapping and is subject to map scale uncertainty.
- Item 4: ±16.05 Acres (699,254 square feet)
- Item 7a: Shown on the survey map.
- Item 8: Shown on the survey map.
- Item 9: Parking:  
 Regular Parking Spaces: 0  
 Disabled Parking Spaces: 0  
 Total on-site Parking Spaces: 0

### CERTIFICATION:

To Meridian Charter Township; Diversified National Title Agency, & WFG National Title Insurance Company;

This is to certify that this map or plat and the survey on which it is based were made in accordance with the 2021 "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 September 19, 2025.

*Erick R. Friestrom*

09-30-2025

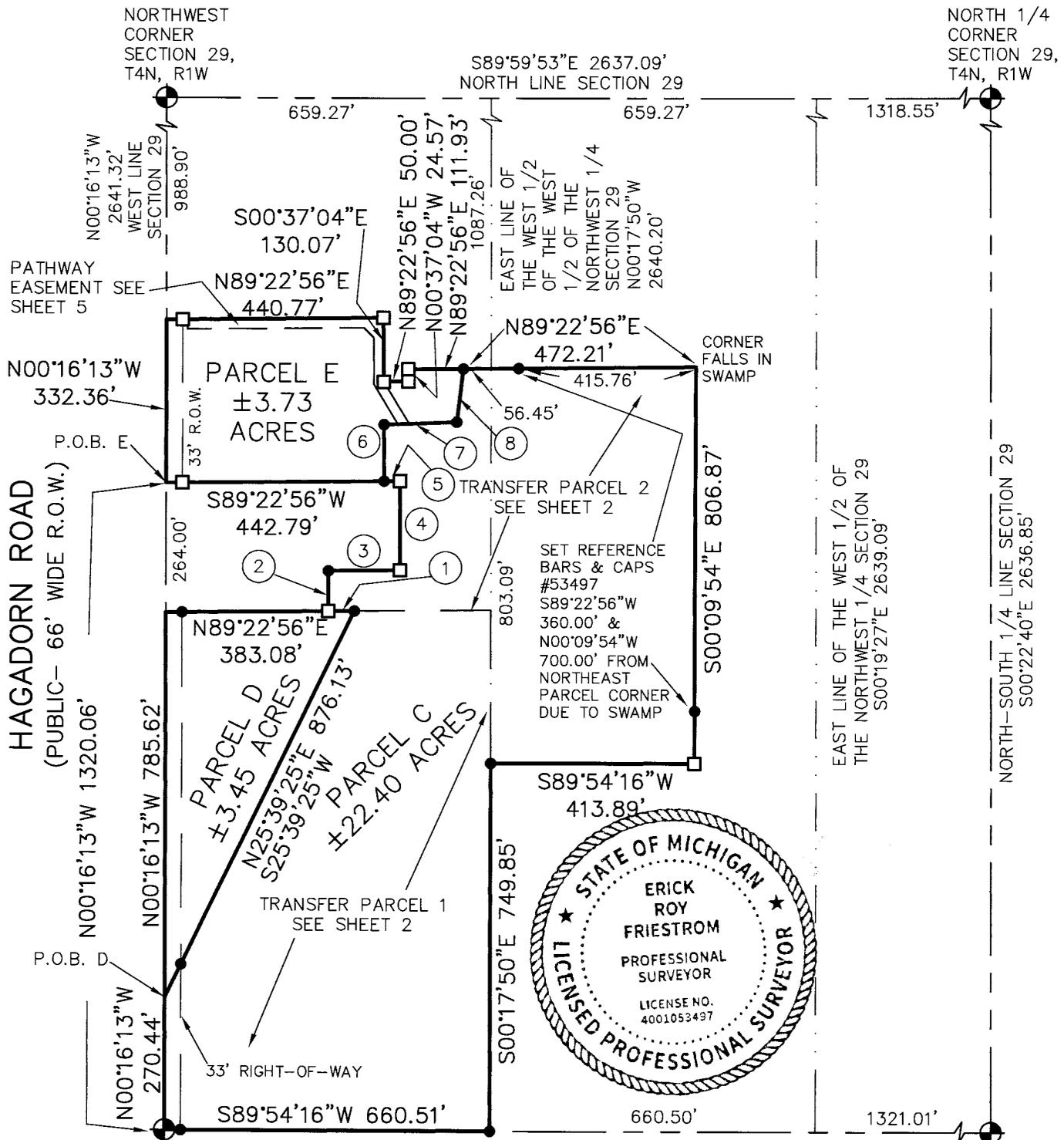
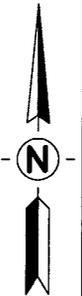


Erick R. Friestrom Date of Plat or Map:  
 Professional Surveyor No. 53497  
 erfriestrom@kebs.com

| REVISIONS  | COMMENTS | KEBS, INC. ENGINEERING AND LAND SURVEYING   |                      |
|------------|----------|---|----------------------|
| 09/30/2025 | ORIGINAL | 2116 HASLETT ROAD, HASLETT, MI 48840<br>PH. 517-339-1014 FAX 517-339-8047<br>WWW.KEBS.COM |                      |
|            |          | Marshall Office - Ph. 269-781-9800  |                      |
|            |          | DRAWN BY: AN  | SECTION 29, T4N, R1W |
|            |          | FIELD WORK BY: AE   | JOB NUMBER:          |
|            |          | SHEET 1 OF 1  | 104681.ALT           |

# CERTIFIED BOUNDARY SURVEY

FOR: SHANGRI-LA REAL ESTATE, LLC



WEST 1/4  
CORNER  
SECTION 29,  
T4N, R1W &  
P.O.B. C

|   |                                    |
|---|------------------------------------|
| 1 | S89°22'56"W 53.08'                 |
| 2 | N00°16'13"W 82.00'                 |
| 3 | N89°22'56"E 145.00'                |
| 4 | N00°16'13"W 182.00'                |
| 5 | S89°22'56"W 32.21'                 |
| 6 | N00°37'04"W 115.23'<br>S00°37'04"E |
| 7 | N87°52'34"E 147.97'<br>S87°52'34"W |
| 8 | N06°47'35"E 108.65'<br>S06°47'35"W |

- NOTES:
1. ALL EASEMENTS MAY NOT BE SHOWN
  2. ALL DIMENSIONS ARE AS MEASURED UNLESS NOTED OTHERWISE
  3. SEE SHEET 2 FOR TRANSFER PARCELS
  4. SEE SHEET 3 FOR RECORDED DIMENSIONS
  5. SEE SHEET 4 FOR EXISTING EASEMENT DETAILS
  6. SEE SHEET 5 FOR PATHWAY EASEMENT

SCALE 1" = 300'



### LEGEND

- = Set 1/2" Bar with Cap
  - = Found Bar & Cap #25832 Unless Noted
  - = Survey Boundary Line
  - = Distance Not to Scale
- All Dimensions are in Feet and Decimals Thereof.  
All Improvements Not Shown.

**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

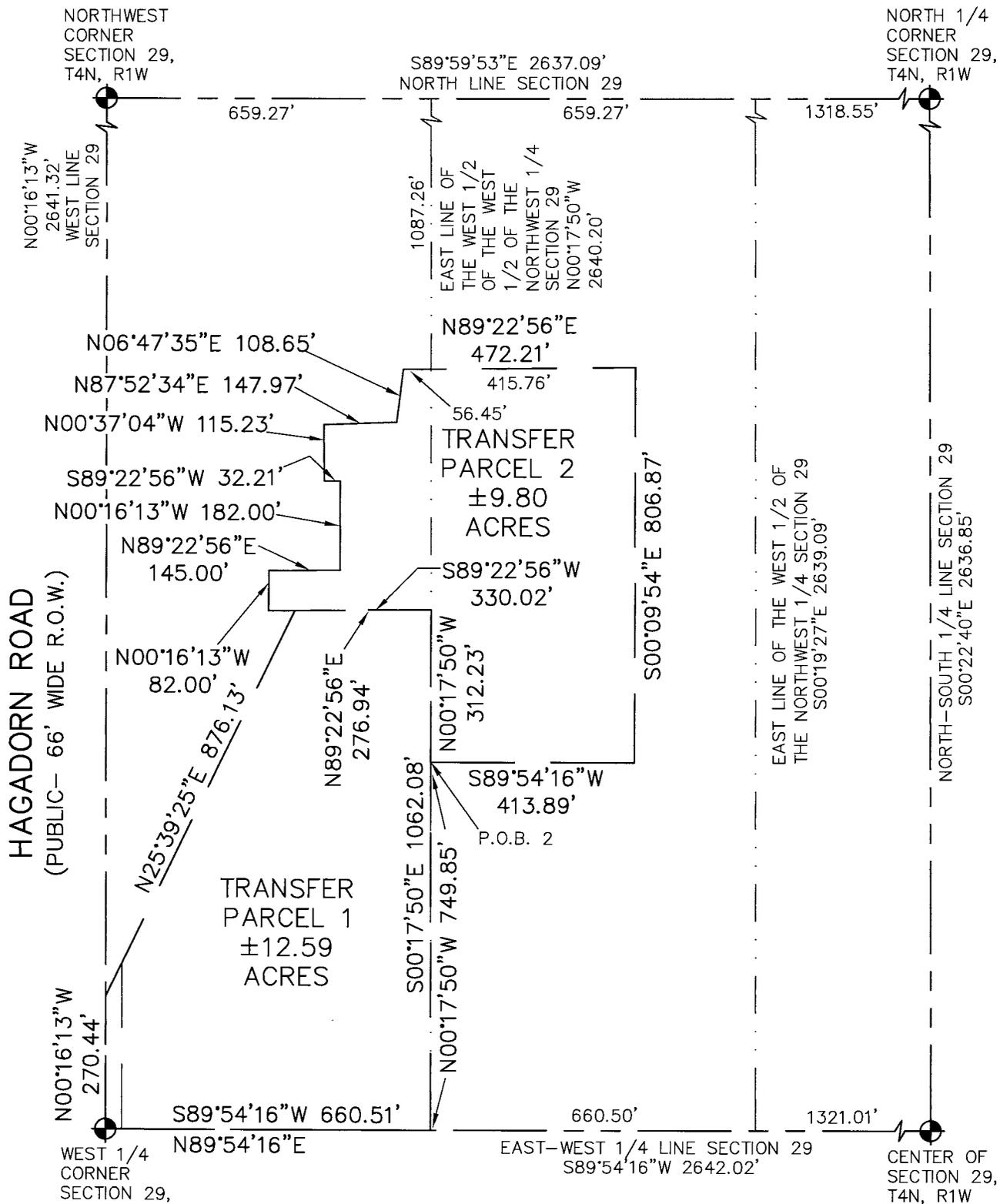
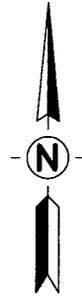
2116 HASLETT ROAD, HASLETT, MI 48840  
PH. 517-339-1014 FAX. 517-339-8047

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

|                  |                      |
|------------------|----------------------|
| DRAWN BY AN      | SECTION 29, T4N, R1W |
| FIELD WORK BY AE | JOB NUMBER:          |
| SHEET 1 OF 8     | 104912.BND           |

# CERTIFIED BOUNDARY SURVEY DETAIL OF TRANSFER PARCELS

FOR: SHANGRI-LA REAL ESTATE, LLC



- NOTES:
1. ALL EASEMENTS MAY NOT BE SHOWN
  2. ALL DIMENSIONS ARE AS MEASURED UNLESS NOTED OTHERWISE
  3. SEE SHEET 3 FOR RECORDED DIMENSIONS
  4. SEE SHEET 4 FOR EXISTING EASEMENT DETAILS
  5. SEE SHEET 5 FOR PATHWAY EASEMENT

SCALE 1" = 300'



### LEGEND

- = Set 1/2" Bar with Cap
  - = Found Iron as Noted
  - = Survey Boundary Line
  - = Distance Not to Scale
- All Dimensions are in Feet and Decimals Thereof.  
All Improvements Not Shown.

|                            |   |
|----------------------------|---|
| <b>KEBS, INC.</b>          | <b>KYES ENGINEERING<br/>BRYAN LAND SURVEYS</b>  |
|                            | 2116 HASLETT ROAD, HASLETT, MI 48840<br>PH. 517-339-1014 FAX. 517-339-8047<br>13432 PRESTON DRIVE, MARSHALL, MI 49068<br>PH. 269-781-9800 FAX. 269-781-9805 |
| DRAWN BY <b>AN</b>         | SECTION <b>29, T4N, R1W</b>   |
| FIELD WORK BY <b>AE</b>    | JOB NUMBER:   |
| SHEET <b>2</b> OF <b>8</b> | <b>104912.BND</b>   |

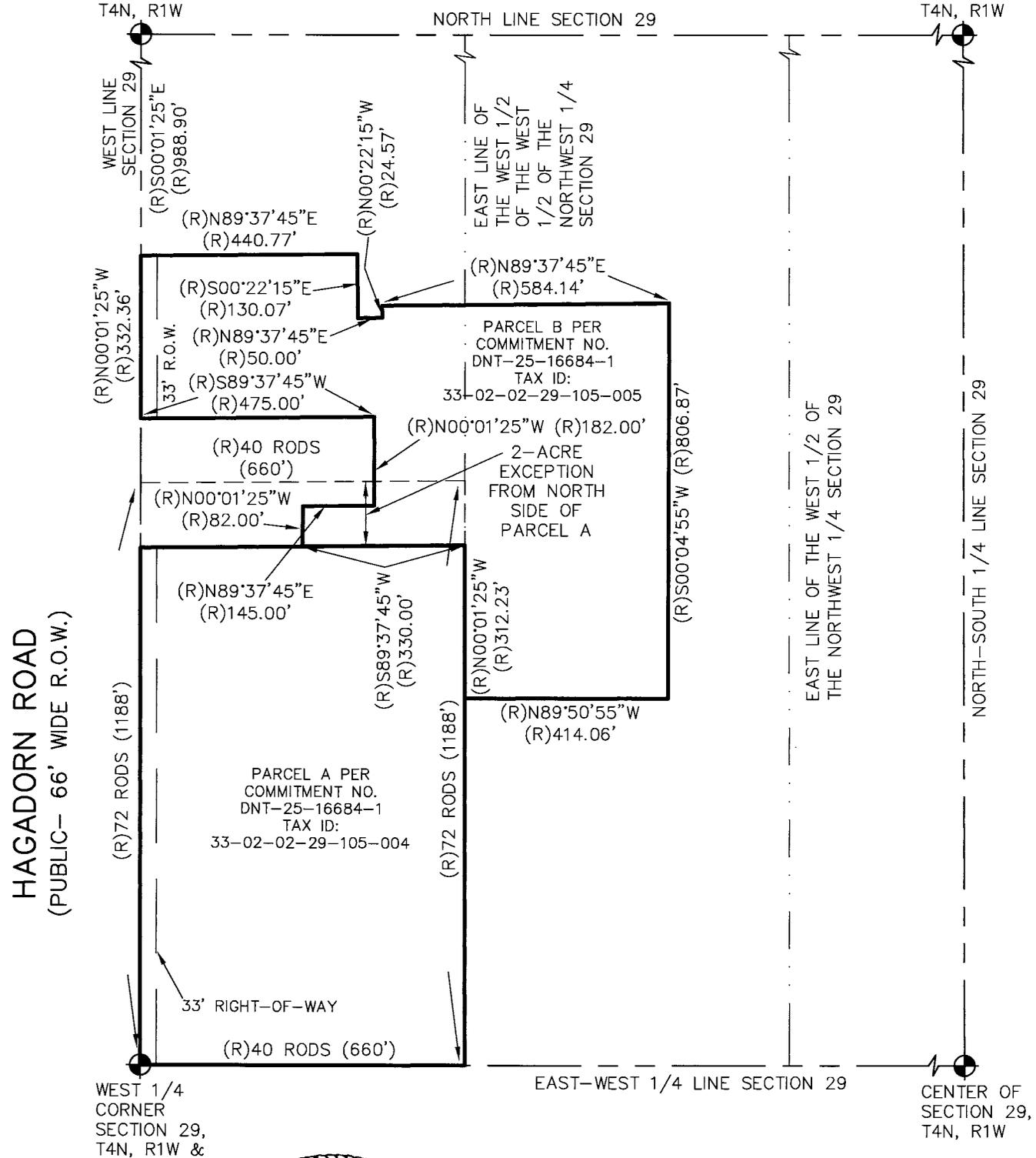
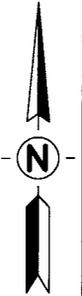
# CERTIFIED BOUNDARY SURVEY

## DETAIL OF PREVIOUSLY RECORDED DIMENSIONS

FOR: **SHANGRI-LA REAL ESTATE, LLC**

NORTH 1/4  
CORNER  
SECTION 29,  
T4N, R1W

NORTHWEST  
CORNER  
SECTION 29,  
T4N, R1W



- NOTES:
1. ALL EASEMENTS MAY NOT BE SHOWN
  2. ALL DIMENSIONS ARE AS MEASURED UNLESS NOTED OTHERWISE
  3. SEE SHEET 2 FOR TRANSFER PARCELS
  4. SEE SHEET 4 FOR EXISTING EASEMENT DETAILS
  5. SEE SHEET 5 FOR PATHWAY EASEMENT

SCALE 1" = 300'



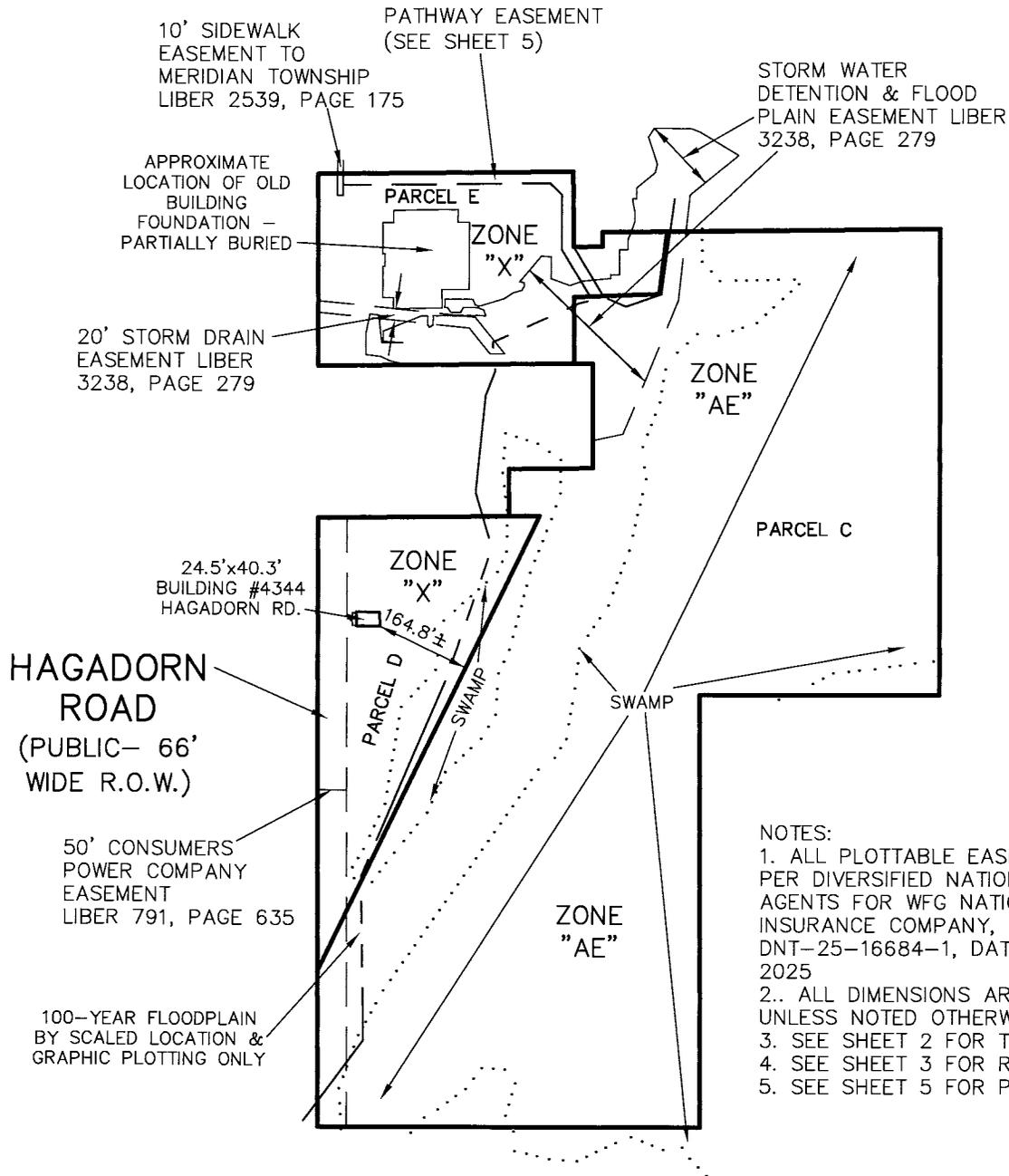
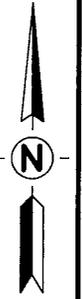
**LEGEND**

- (R) = Recorded Dimension
  - = Set 1/2" Bar with Cap
  - = Found Iron as Noted
  - = Survey Boundary Line
  - = Distance Not to Scale
- All Dimensions are in Feet and Decimals Thereof.
- All Improvements Not Shown.

|               |   |  |
|---------------|---|--|
|               | <b>KEBS, INC.</b>   | <b>KYES ENGINEERING</b><br><b>BRYAN LAND SURVEYS</b> |
|               | 2116 HASLETT ROAD, HASLETT, MI 48840<br>PH. 517-339-1014 FAX. 517-339-8047<br>13432 PRESTON DRIVE, MARSHALL, MI 49068<br>PH. 269-781-9800 FAX. 269-781-9805 |  |
| DRAWN BY      | AN  | SECTION 29, T4N, R1W                                 |
| FIELD WORK BY | AE  | JOB NUMBER:  |
| SHEET         | 3 OF 8  | 104912.BND   |

# CERTIFIED BOUNDARY SURVEY DETAIL OF EASEMENTS, SWAMP, & FLOODPLAIN

FOR: SHANGRI-LA REAL ESTATE, LLC

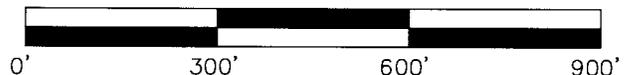


**NOTES:**

1. ALL PLOTTABLE EASEMENTS ARE SHOWN PER DIVERSIFIED NATIONAL TITLE AGENCY, AGENTS FOR WFG NATIONAL TITLE INSURANCE COMPANY, COMMITMENT NO. DNT-25-16684-1, DATED SEPTEMBER 16, 2025
2. ALL DIMENSIONS ARE AS MEASURED UNLESS NOTED OTHERWISE
3. SEE SHEET 2 FOR TRANSFER PARCELS
4. SEE SHEET 3 FOR RECORDED DIMENSIONS
5. SEE SHEET 5 FOR PATHWAY EASEMENT



SCALE 1" = 300'



**LEGEND**

- = Set 1/2" Bar with Cap
  - = Found Iron as Noted
  - = Survey Boundary Line
  - = Distance Not to Scale
- All Dimensions are in Feet and Decimals Thereof.  
All Improvements Not Shown.



**KEBS, INC.** KYES ENGINEERING  
BRYAN LAND SURVEYS

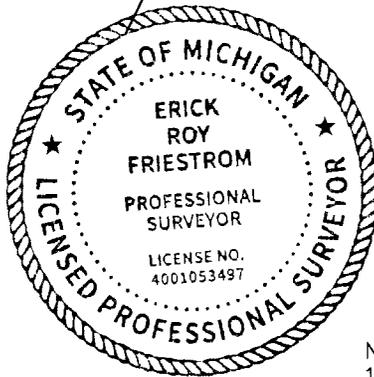
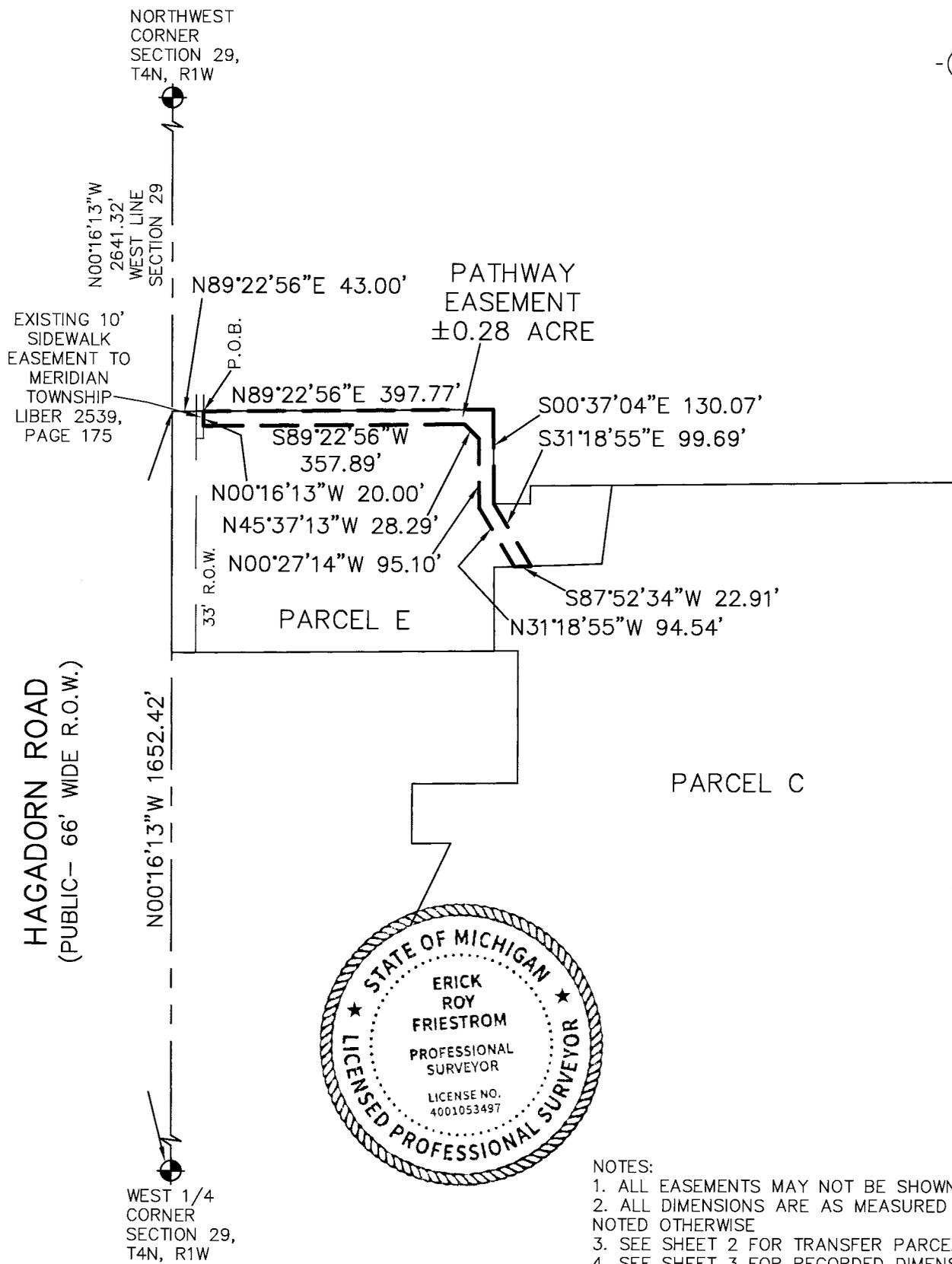
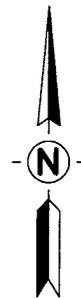
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| FIELD WORK BY <b>AE</b>    | JOB NUMBER:                 |
| SHEET <b>4</b> OF <b>8</b> | <b>104912.BND</b>           |

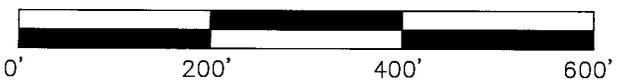
# CERTIFIED BOUNDARY SURVEY DETAIL OF PATHWAY EASEMENT

FOR: SHANGRI-LA REAL ESTATE, LLC



- NOTES:
1. ALL EASEMENTS MAY NOT BE SHOWN
  2. ALL DIMENSIONS ARE AS MEASURED UNLESS NOTED OTHERWISE
  3. SEE SHEET 2 FOR TRANSFER PARCELS
  4. SEE SHEET 3 FOR RECORDED DIMENSIONS
  5. SEE SHEET 4 FOR EXISTING EASEMENT DETAILS

SCALE 1" = 200'



**LEGEND**

- = Easement Limits
- = Survey Boundary Line
- = Distance Not to Scale

All Dimensions are in Feet and Decimals Thereof.  
All Improvements Not Shown.

|                         |   |
|-------------------------|---|
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| DRAWN BY <b>AN</b>      | SECTION <b>29, T4N, R1W</b>   |
| FIELD WORK BY <b>AE</b> | JOB NUMBER:   |
| SHEET <b>5 OF 8</b>     | <b>104912.BND</b>   |

# CERTIFIED BOUNDARY SURVEY

CERTIFICATE OF SURVEY:

I hereby certify only to the parties named hereon that we have surveyed and divided into three parcels, at the direction of said parties, two parcels of land previously described as:

(As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)

## Parcel A

Part of the Northwest 1/4, Section 29, Town 4 North, Range 1 West, Meridian Charter Township, Ingham County, Michigan, described as: Commencing at the Southwest corner of the Northwest 1/4, Section 29; thence running East 40 rods; thence North 72 rods; thence West 40 rods; thence South 72 rods to beginning. EXCEPT the 2 acres sold to Elijah Kieppe Off the North end of said premises.

## Parcel B

Part of the Northwest 1/4, Section 29, Town 4 North, Range 1 West, Meridian Charter Township, Ingham County, Michigan, described as: Commencing at the Northwest corner of said Section 29; thence S00°01'25"E, along the West line of said Section 29, a distance of 988.90 feet to the Point of Beginning of this description; thence N89°37'45"E 440.77 feet; thence S00°22'15"E 130.07 feet; thence N89°37'45"E 50.00 feet; thence N00°22'15"W 24.57 feet; thence N89°37'45"E 584.14 feet; thence S00°04'55"W 806.87 feet; thence N89°50'55"W 414.06 feet; thence N00°01'25"W, parallel with the West line of said Section 29, a distance of 312.23 feet; thence S89°37'45"W 330.00 feet; thence N00°01'25"W, parallel with said West line, 82.00 feet; thence N89°37'45"E 145.00 feet; thence N00°01'25"W, parallel with said West line 182.00 feet; thence S89°37'45"W 475.00 feet to said West line; thence N00°01'25"W, along said West line, 332.36 feet to the Point of Beginning.

and that we have found or set, as noted hereon, permanent markers to all corners and angle points of the boundaries of said parcels and that the more particular legal descriptions of said parcels are as follows:

## Parcel C

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 270.44 feet; thence N25°39'25"E 876.13 feet; thence S89°22'56"W 53.08 feet; thence N00°16'13"W parallel with said West line 82.00 feet; thence N89°22'56"E 145.00 feet; thence N00°16'13"W parallel with said West line 182.00 feet; thence S89°22'56"W 32.21 feet; thence N00°37'04"W 115.23 feet; thence N87°52'34"E 147.97 feet; thence N06°47'35"E 108.65 feet; thence N89°22'56"E 472.21 feet; thence S00°09'54"E 806.87 feet; thence S89°54'16"W parallel with the East-West 1/4 line of said Section 29 a distance of 413.89 feet to the East line of the West 1/2 of the West 1/2 of the Northwest 1/4 of said Section 29; thence S00°17'50"E along said East line 749.85 feet to said East-West 1/4 line; thence S89°54'16"W along said East-West 1/4 line 660.51 feet to the point of beginning; said parcel containing 22.40 acres, more or less, including 0.23 acre, more or less, presently in use as public right-of-way for Hagadorn Road; said parcel subject to all easements and restrictions, if any.

## Parcel D

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 270.44 feet to the point of beginning of this description; thence N00°16'13"W continuing along said West line 785.62 feet; thence N89°22'56"E 383.08 feet; thence S25°39'25"W 876.13 feet to the point of beginning; said parcel containing 3.45 acres, more or less, including 0.56 acre, more or less, presently in use as public right-of-way for Hagadorn Road; said parcel subject to all easements and restrictions, if any.

(CONTINUED ON SHEET 7)



|   |               |  |
|---|---------------|--|
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| DRAWN BY  | <b>AN</b>     | SECTION <b>29, T4N, R1W</b>                              |
| FIELD WORK BY   | <b>AE</b>     | JOB NUMBER:  |
| SHEET   | <b>6 OF 8</b> | <b>104912.BND</b>  |

# CERTIFIED BOUNDARY SURVEY

(CONTINUED FROM SHEET 6)

**Parcel E**

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 1320.06 feet to the point of beginning of this description; thence N00°16'13"W continuing along said West line 332.36 feet; thence N89°22'56"E 440.77 feet; thence S00°37'04"E 130.07 feet; thence N89°22'56"E 50.00 feet; thence N00°37'04"W 24.57 feet; thence N89°22'56"E 111.93 feet; thence S06°47'35"W 108.65 feet; thence S87°52'34"W 147.97 feet; thence S00°37'04"E 115.23 feet; thence S89°22'56"W 442.79 feet to the point of beginning; said parcel containing 3.73 acres, more or less, including 0.25 acre, more or less, presently in use as public right-of-way for Hagadorn Road; said parcel subject to all easements and restrictions, if any.

**Pathway Easement**

An area of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the limits of said area described as: Commencing at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 1652.42 feet; thence N89°22'56"E 43.00 feet to the East line of an existing sidewalk easement as recorded in Liber 2539, Page 175 of Ingham County, Michigan, records and the point of beginning of this description; thence continuing N89°22'56"E 397.77 feet; thence S00°37'04"E 130.07 feet; thence S31°18'55"E 99.69 feet; thence S87°52'34"W 22.91 feet; thence N31°18'55"W 94.54 feet; thence N00°27'14"W 95.10 feet; thence N45°37'13"W 28.29 feet; thence S89°22'56"W 357.89 feet; thence N00°16'13"W parallel with said West line of Section 29 a distance of 20.00 feet to the point of beginning; said area containing 0.28 acre, more or less; said area subject to all other easements and restrictions, if any.

**Transfer Parcel 1**

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Beginning at the West 1/4 corner of said Section 29; thence N00°16'13"W along the West line of said Section 29 a distance of 270.44 feet; thence N25°39'25"E 876.13 feet; thence N89°22'56"E 276.94 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section 29; thence S00°17'50"E along said East line 1062.08 feet to the East-West 1/4 line of said Section 29; thence S89°54'16"W along said East-West 1/4 line 660.51 feet to the point of beginning; said parcel containing 12.59 acres, more or less, including 0.23 acre, more or less, presently in use as public right-of-way for Hagadorn Road; said parcel subject to all easements and restrictions, if any.

**Transfer Parcel 2**

A parcel of land in the Northwest 1/4 of Section 29, T4N, R1W, Meridian Township, Ingham County, Michigan, the surveyed boundary of said parcel described as: Commencing at the West 1/4 corner of said Section 29; thence N89°54'16"E along the East-West 1/4 line of said Section 29 a distance of 660.51 feet to the East line of the West 1/2 of the Northwest 1/4 of said Section 29; thence N00°17'50"W along said East line 749.85 feet to the point of beginning of this description; thence N00°17'50"W continuing along said East line 312.23 feet; thence S89°22'56"W 330.02 feet; thence N00°16'13"W parallel with the West line of said Section 29 a distance of 82.00 feet; thence N89°22'56"E 145.00 feet; thence N00°16'13"W parallel with said West line 182.00 feet; thence S89°22'56"W 32.21 feet; thence N00°37'04"W 115.23 feet; thence N87°52'34"E 147.97 feet; thence N06°47'35"E 108.65 feet; thence N89°22'56"E 472.21 feet; thence S00°09'54"E 806.87 feet; thence S89°54'16"W parallel with said East-West 1/4 line 413.89 feet to the point of beginning; said parcel containing 9.80 acres, more or less; said parcel subject to all easements and restrictions, if any.



|   |   |  |
|---|---|--|
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| FIELD WORK BY   | <b>AE</b>   | JOB NUMBER:                                    |
| SHEET   | <b>7 OF 8</b>   | <b>104912.BND</b>                              |

# CERTIFIED BOUNDARY SURVEY

SCHEDULE B, SECTION II, EXCEPTIONS:

(As provided by Diversified National Title Agency, agents for WFG National Title Insurance Company, Commitment No. DNT-25-16684-1, dated September 16, 2025)

Item 9: Easement for Consumers Power Company as recorded in Liber 791, Page 635; crosses parcel, is plottable and shown hereon.

Item 10: Area as described in Liber 2344, Page 809; does not cross parcel and is not shown hereon.

Item 11: Easements in favor of Meridian Charter Township as recorded in Liber 2539, Page 175; & Liber 2539, Page 177; cross parcel, are plottable and shown hereon. Easement in favor of Meridian Township as recorded in Liber 2539, Page 179; does not cross parcel, therefore not shown hereon.

Item 12: Easements in favor of the Ingham County Drain Commission as recorded in Liber 3238, Page 279; cross parcel, are plottable and shown hereon.

**WITNESSES TO SECTION CORNERS:**

West 1/4 corner Section 29, T4N, R1W, Liber 8, Page 449  
 Found Remon bar & cap in monument box in C/L of Hagadorn Road  
 Found nail & tag in East side utility pole, S20°W, 89.39'  
 Found nail & tag in East side fence post, N55°W, 57.23'  
 Found nail & tag in East side utility pole, N20°W, 125.61'  
 Found nail & tag in Southwest side 4" maple tree, West, 40.06'

Northwest corner Section 29, T4N, R1W, Liber 8, Page 447  
 Found Remon bar & cap in monument box in C/L of Hagadorn & Mt Hope Roads  
 Found nail & tag #18994 Northwest side power pole, N42°E, 70.08'  
 Found nail & tag #25832 Northwest side power pole, N65°E, 69.26'  
 Centerline of fire hydrant, S57°E, 75.86'  
 Centerline of gas valve, S55°W, 56.45'

North 1/4 corner Section 29, T4N, R1W, Liber 8, Page 453  
 Found remon bar & cap in mon box, centerline of Mt. Hope Road  
 Found dimple mark in East side of 2" steel anchor post, N05°E, 33.56'  
 Found nail & tag #18994 in East side of 28" Oak, S02°W, 28.00'  
 Found nail & tag #25832 in Southeast side of power pole, S82°W, 105.16'  
 Found nail & tag #25832 in Southwest side of power pole, S75°E, 125.40'

Center of Section 29, T4N, R1W, Liber 8, Page 252  
 Found 1/2" bar at base of fallen down railroad tie post  
 Found nail & tag North side 48" Maple, S75°E, 5.06'  
 Found nail & tag West side 6" Maple, S15°W, 22.79'  
 Found nail & tag North side 6" Elm, West, 25.28'  
 Found nail & tag in West side of 6" Elm, N29°E, 31.57'

I certify that the requirements for 1970 PA 132, MCL 54.213 have been met. The relative positional precision of the corners identified for this survey and shown on the map are within the limits accepted by the professional practice of surveying.

All bearings are Michigan State Plane South Zone grid bearings obtained from GPS observations using corrections obtained from the nearest National Geodetic Survey C.O.R.S. station.



Erick R. Friestrom                      Date:  
 Professional Surveyor No. 53497

|                            |   |
|----------------------------|---|
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| FIELD WORK BY <b>AE</b>    | JOB NUMBER:   |
| SHEET <b>8</b> OF <b>8</b> | <b>104912.BND</b>   |



# PHASE II ENVIRONMENTAL SITE ASSESSMENT

4344 Hagadorn Road, Meridian Charter Township, Ingham County,  
Michigan

**PREPARED FOR** Meridian Charter Township  
5151 Marsh Road  
Okemos, Michigan 48864

**PROJECT #** 20532s-2-20

**DATE** November 11, 2025

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# PHASE II ENVIRONMENTAL SITE ASSESSMENT

4344 Hagadorn Road, Meridian Charter Township, Michigan

AKT Peerless Project No. 20532s-2-20

## 1.0 Introduction

Meridian Charter Township retained AKT Peerless Environmental & Energy Services (AKT Peerless) to conduct a Phase II Environmental Site Assessment (Phase II ESA) at 4344 Hagadorn Road in Meridian Charter Township, Michigan (subject property). This Phase II ESA was conducted in accordance with AKT Peerless' Proposal for a Phase II ESA (Proposal Number PS-38333), dated October 17, 2025, and is based on American Society for Testing and Materials (ASTM) Designation E 1903-19 "Standard Practice for Environmental Site Assessments: Phase II Environmental Site Assessment Process."

This Phase II ESA scope of work is intended to evaluate the recognized environmental condition (REC) presented in Section 2.5 which was limited to 4344 Hagadorn Road, Meridian Township. This Phase II ESA scope of work does not evaluate other properties (a portion of 4366 Hagadorn Road and a portion of Parcel 33-02-02-29-105-005) which were the subject of AKT Peerless' Phase I ESA dated October 14, 2025. Specifically, no RECs were identified at 4366 Hagadorn Road or a portion of Parcel 33-02-02-29-105-005, therefore further assessment of those properties was not warranted.

AKT Peerless' Phase II ESA report documents the field activities, sampling protocols, and laboratory results conducted as part of this assessment. AKT Peerless' Phase II ESA was performed for the benefit of Meridian Charter Township, who may rely on the contents and conclusions of this report.

## 2.0 Background

### 2.1 Site Description and Physical Setting

The subject property (properties intended to be acquired by Meridian Charter Township) is located at 4344 Hagadorn Road, a portion of 4366 Hagadorn Road, and a portion of Parcel 33-02-02-29-105-005, Meridian Charter Township, Michigan, and comprises three parcels (Parcel Identification Numbers 33-02-02-29-151-004, 33-02-02-29-151-002, and 33-02-02-29-105-005) consisting of approximately 26.54 acres. The subject property contains one 1,680 square foot residential building that is currently unoccupied. Exterior portions of the subject property consist of grassy areas, overgrown vegetation, wooded areas, and lowland areas.

The subject property is zoned Research Park (RP). The subject property is situated in the northwest  $\frac{1}{4}$  of Section 29 in Meridian Charter Township (T.04N. /R.01W.), Ingham County, Michigan.

Refer to **Figure 1** for a Topographic Location Map. See **Figure 2** for a Sample Location Map.

### 2.2 Subject Property History and Land Use

By 1938, the northwestern portions of Parcel A and Parcel B were utilized for agricultural purposes, with the remainder of the subject property consisting of undeveloped land with Parcel C being transected by Herron Creek from north to south. In 1939, the subject building had been moved onto Parcel A. By 1950,

two outbuildings were constructed on Parcel A. By 1963, portions of the eastern outbuilding were demolished. By 1981, agricultural activities had ceased. By 2018, the northwestern portion of Parcel A was utilized again for agricultural purposes. The subject building has been vacant since at least 2016.

The subject property is unoccupied with no apparent use.

### 2.3 Adjacent Property Land Use

The following table describes the current occupants of the adjoining properties, as identified during the October 2025 Phase I ESA:

**Adjoining Properties**

| Direction | Address  | Occupant Name                                      |
|-----------|--|--|
| North     | 4440 Hagadorn Road                             | Unoccupied commercial                              |
| East      | None assigned                                  | Undeveloped  |
| Southeast | None assigned                                  | Undeveloped  |
| South     | 3800 Hagadorn Road                             | College Fields Golf Club                           |
| West      | 4345 Hagadorn Road                             | Michigan State University Veterinary Research Farm |
|           | 4360 Hagadorn Road                             | Residential  |
|           | 4366 Hagadorn Road (Parent parcel to Parcel B) | Residential  |
|           | None assigned (Parent parcel to Parcel C)      | Undeveloped  |

### 2.4 Previous Environmental Investigations

AKT Peerless was not provided with copies of reports that document previous investigations or assessments of the subject property, nor did AKT Peerless identify the existence of such documents during this assessment.

### 2.5 Summary of Recognized Environmental Concerns

AKT Peerless conducted a Phase I ESA ,dated October 14, 2025, for the subject property. The Phase I ESA was conducted in accordance with USEPA Standards and Practices for All Appropriate Inquires [(AAI), 40 CFR Part 312] and the ASTM International Standard Practice E 1527-21 (ASTM Practice E 1527) on behalf of Meridian Charter Township in connection with the aquisition of the subject property. The following REC was identified in connection with the subject property:

**REC 1** - AKT Peerless observed a pipe entering the basement on the northeastern exterior of the subject building (4344 Hagadorn Road). Purpose of this pipe was not determined; however, the subject

building has been located on the subject property since 1939 and natural gas was not available to the area of the subject property until 1959. This pipe may have been associated with the storage and/or transfer to fuel oil used as a heating fuel source prior to the connection of natural gas. The possibility exists that a release of fuel oil may have occurred over time and represents a REC.

### 3.0 Phase II Environmental Site Assessment Activities

The following sections summarize the site assessment activities conducted by AKT Peerless.

#### 3.1 Scope of Assessment

To further evaluate the REC, AKT Peerless conducted a subsurface investigation of 4344 Hagadorn Road that included: (1) the advancement of three soil borings and (2) the collection of three soil samples. The following samples were submitted for laboratory analyses:

- Three soil samples for benzene, toluene, ethylbenzene, and xylenes (collectively BTEX), trimethylbenzene (TMBs), and polynuclear aromatic hydrocarbons (PNAs).

The following table summarizes each REC, the site investigation activities performed to address each REC, and the laboratory parameters used to address each REC.

**Summary of Investigation Activity**

| REC # | Environmental Concern   | Investigation Activity | Analytical Parameters |
|-------|---|------------------------|-----------------------|
| 1     | Pipe entering the basement of the subject building with unknown purpose, the potential for alternative historical heating fuel source, and the possible release of any former fuel oil. | AKT-1, AKT-2, AKT-3    | BTEX, TMBs, PNAs      |

##### 3.1.1 Soil Evaluation

On October 27, 2025, AKT Peerless advanced three soil borings at the subject property. AKT Peerless used hydraulic drive/direct-push (Geoprobe®) and hand auger sampling techniques and followed the guidance outlined in ASTM publication E1903-19 “Standard Practice of Environmental Site Assessments: Phase II Environmental Site Assessment Process.” AKT Peerless collected continuous soil samples from the soil borings in four-foot intervals to the maximum depth explored of eight feet below ground surface (bgs). AKT Peerless personnel inspected, field-screened, and logged the samples collected at each soil boring location. Refer to **Figure 2** for a site map depicting the soil boring locations. Boring logs are provided in **Appendix A**.

#### 3.2 Quality Assurance/Quality Control

To ensure the accuracy of data collected during on site activities, AKT Peerless implemented proper quality assurance/quality control (QA/QC) measures. The QA/QC procedures included, but were not limited to, (1) decontamination of sampling equipment before and between sampling events, (2)

calibration of field equipment, (3) documentation of field activities, and (4) sample preservation techniques.

### 3.2.1 Decontamination of Equipment

During sample collection, AKT Peerless adhered to proper decontamination procedures. Sampling equipment was decontaminated using the following methods to minimize potential cross-contamination of soil samples:

- Steam-cleaning or washing and scrubbing the equipment with non-phosphate detergent
- Rinsing the equipment
- Air-drying the equipment

### 3.2.2 Calibration of Field Equipment

All field instruments were calibrated prior to first use on-site to ensure accuracy. Field instruments utilized during investigation activities at this subject property were a photoionization detector (PID) and a sample scale.

During AKT Peerless' Phase II ESA, a PID was used to screen all soil samples. The PID was maintained in a calibrated condition using 100 ppm isobutylene span gas prior to subsurface investigations.

A sample scale was utilized during soil sampling activities to weigh approximately 10 grams of soil for the methanol preserved samples (i.e., soil samples designated for volatile organic compounds (VOCs) analysis). The scale was maintained in a calibrated condition using calibration weights in accordance with the manufacturer's specifications.

### 3.2.3 Documentation of Activities

During AKT Peerless' Phase II ESA activities, subject property conditions (i.e. soil boring locations, weather conditions) were documented. AKT Peerless visually inspected the soil samples and prepared a geologic log for each soil boring. The logs include soil characteristics such as (1) color, (2) composition (e.g., sand, clay, or gravel), (3) soil moisture and water table depth, and (4) signs of possible contamination (i.e., stained or discolored soil, odors). Soil types were classified in accordance with ASTM publication D-2488 "Unified Soil Classification System." All soil samples were delivered to Quantum Laboratories, Inc. under chain-of-custody documentation. See **Appendix A** for AKT Peerless' Soil Boring logs. See **Figure 2** for Sample Location Maps.

### 3.2.4 Sample Preservation Techniques

AKT Peerless collected soil samples according to USEPA Publication SW-846, "Test Methods for Evaluating Solid Waste." Soil samples were collected in laboratory-supplied containers, stored on ice or at approximately 4 degrees Celsius, and submitted under chain-of-custody documentation.

Soil samples collected for volatile analyses were field preserved with methanol in accordance with U.S. EPA Method 5035. Soil samples collected for polynuclear aromatic hydrocarbons (PNAs) analyses were stored in unpreserved, 4-ounce wide-mouth jars.

## 3.3 Laboratory Analysis and Methods

AKT Peerless submitted three soil samples for laboratory analyses. The following table summarizes the location, depth, matrix, and laboratory analysis for each sample.

### Sample Collection Summary

| Sample Identification | Sample Matrix | Soil Sample Interval (feet bgs) | Laboratory Analytical Parameter(s) |
|-----------------------|---------------|---------------------------------|------------------------------------|
| AKT-1                 | Soil          | 3.5-4.0'                        | BTEX, TMBs, PNAs                   |
| AKT-2                 | Soil          | 6.5-7.0'                        | BTEX, TMBs, PNAs                   |
| AKT-3                 | Soil          | 4.5-5.0'                        | BTEX, TMBs, PNAs                   |

The laboratory analyzed the samples for: (1) VOCs (BTEX/TMBs) in accordance with USEPA Methods 8260B/5035; (2) PNAs in accordance with USEPA Methods 8270C.

## 4.0 Evaluation and Presentation of Results

### 4.1 Subsurface Conditions

The following sections summarize the physical soil and groundwater conditions at the subject property.

#### 4.1.1 Soil and Groundwater Conditions based on Published Material

According to the United States Department of Agriculture Web Soil Survey, the soil in the area is classified as approximately 59% Houghton muck, 0 to 1 percent slopes, described as very poorly drained muck on depressions on moraines on outwash plains and depressions on outwash plains. Approximately 11% Edwards muck, 0 to 1 percent slopes, described as very poorly drained muck on lakebeds on glacial drainage channels, lakebeds on outwash plains, and lakebeds on moraines.

According to the Michigan Geological Survey Division’s publication, *“Quaternary Geology of Southern Michigan,”* the soil in the area is end moraines of medium-textured till, described as gray, grayish brown or reddish brown, nonsorted glacial debris; matrix is dominantly loam and silt loam texture, variable amounts of cobbles and boulders. Occurs in narrow linear belts of hummocky relief marking former standstills of ice-sheet margin. Includes areas small areas of ground moraine as well as outwash. Soil thickness tends to be somewhat greater than adjacent ground moraine areas. Typically, end moraines of medium-textured till are associated with moderate hydraulic permeability.

No groundwater was encountered during the advancement of the three soil borings at the subject property.

#### 4.1.2 Soil and Groundwater Conditions based on Field Observations

During drilling activities, AKT Peerless encountered the following soil types:

- SAND from below the surface cover to approximately seven feet below ground surface. This sand was fine to medium grain and brown in color.
- CLAYEY SAND from below the surface cover to approximately five feet bgs. This sand was fine to medium grain and brown in color and had trace gravel in soil boring AKT-3.
- CLAY from below the surface cover to approximately eight feet bgs, the maximum depth explored. This clay was medium to high stiffness and gray in color.

The subsurface soils at the property are consistent with the description of end moraines of medium-textured till as described in the *Quaternary Geology of Southern Michigan*. See **Figure 2** for a site map depicting the soil boring locations. See **Appendix A** for AKT Peerless' Soil Boring Logs.

## 4.2 Laboratory Analytical Results

AKT Peerless collected soil samples for the purpose of evaluating general site environmental conditions and support future land use planning. When appropriate, analytical results were compared with Michigan Department of Environment, Great Lakes, & Energy (EGLE) Generic Residential Cleanup Criteria (RCC) provided in Michigan Administrative Rules 299.1 through 299.50. AKT Peerless also compared the soil laboratory analytical results to the EGLE Volatilization to Indoor Air Pathway (VIAP) Screening Levels.

### 4.2.1 Soil Analytical Results

AKT Peerless submitted three soil samples for laboratory analysis of BTEX, TMBs, and PNAs. The laboratory analytical results from soil samples collected at the subject property did not indicate the presence of target compounds above all EGLE Part 201 RCC. Furthermore, laboratory analytical results were reported below laboratory target detection limits (TDLs) for all constituents.

Based on laboratory analytical results, the subject property does not meet the definition of a *facility*, as defined in Part 201 of the Natural Resources and Environmental Protection Act (NREPA), Michigan Public Act (PA) 451, 1994, as amended.

Refer to **Figure 2** for the Sample Location Map depicting soil boring locations. Refer to **Table 1** for a Summary of Soil Analytical Results. Refer to **Appendix B** for the Laboratory Analytical Report.

## 5.0 Summary, Conclusions, and Recommendations

The following sections summarize the investigation conducted by AKT Peerless at the subject property.

### 5.1 Summary of Environmental Concerns

Based on AKT Peerless' October 14, 2025, Phase I ESA, the following environmental concerns were identified:

- Pipe entering the basement of the subject building with unknown purpose, the potential for alternative historical heating fuel source, and the possible release of any former fuel oil.

### 5.2 Summary of Subsurface Investigation

On October 27, 2025, AKT Peerless conducted a subsurface investigation at the subject property to further evaluate environmental concerns identified during previous environmental investigations. AKT Peerless (1) drilled three soil borings and (2) collected soil samples for laboratory analyses. AKT Peerless submitted soil samples for laboratory analyses of BTEX, TMBs, and PNAs.

### 5.3 Conclusions

AKT Peerless conducted soil sampling in areas most likely to be impacted by contaminants based on the past use of the subject property. Laboratory analytical results from soil samples collected at the subject property during AKT Peerless' Phase II ESA did not indicate the presence of target compounds above

EGLE Part 201 RCC. Therefore, the subject property does not meet the definition of a facility, as defined in Part 201 of the NREPA, Michigan PA 451, 1994, as amended.

#### 5.4 Recommendations

No further assessment is recommended.

#### 6.0 Limitations

The information and opinions obtained in this report are for the exclusive use of Meridian Charter Township. No distribution to or reliance by other parties may occur without the express written permission of AKT Peerless. AKT Peerless will not distribute this report without your written consent or as required by law or by a Court order. The information and opinions contained in the report are given in light of that assignment. The report must be reviewed and relied upon only in conjunction with the terms and conditions expressly agreed upon by the parties and as limited therein. Any third parties who have been extended the right to rely on the contents of this report by AKT Peerless (which is expressly required prior to any third-party release), expressly agrees to be bound by the original terms and conditions entered into by AKT Peerless and Meridian Charter Township.

Subject to the above and the terms and conditions, AKT Peerless accepts responsibility for the competent performance of its duties in executing the assignment and preparing reports in accordance with the normal standards of the profession, but disclaims any responsibility for consequential damages. Although AKT Peerless believes that results contained herein are reliable, AKT Peerless cannot warrant or guarantee that the information provided is exhaustive or that the information provided by Meridian Charter Township or third parties is complete or accurate.

#### 7.0 Signatures of Environmental Professionals

The following individuals contributed to the completion of this report.



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**Jon Hirschenberger, CPG**  
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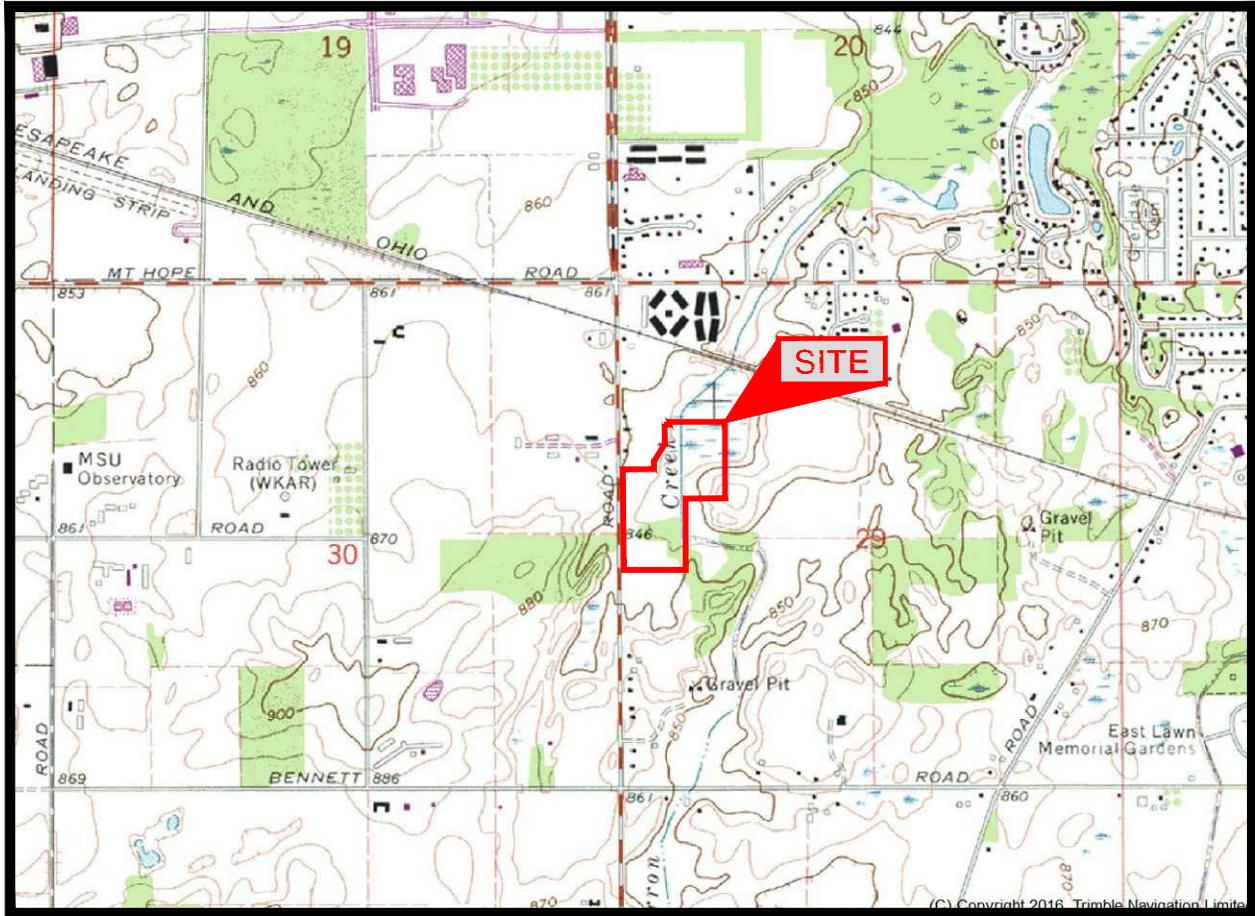


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**Environmental Consultant**  
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Phone: 989-798-9711  
fergusonn@aktpeerless.com

## FIGURES

EAST LANSING QUADRANGLE  
 MICHIGAN - INGHAM COUNTY  
 7.5 MINUTE SERIES (TOPOGRAPHIC)



T.4 N.-R.1 W.

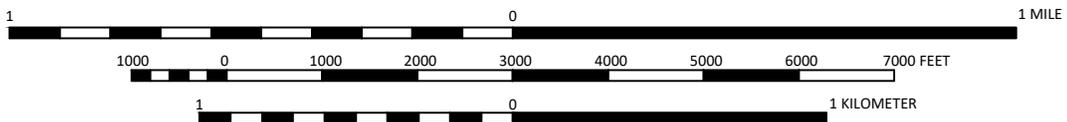


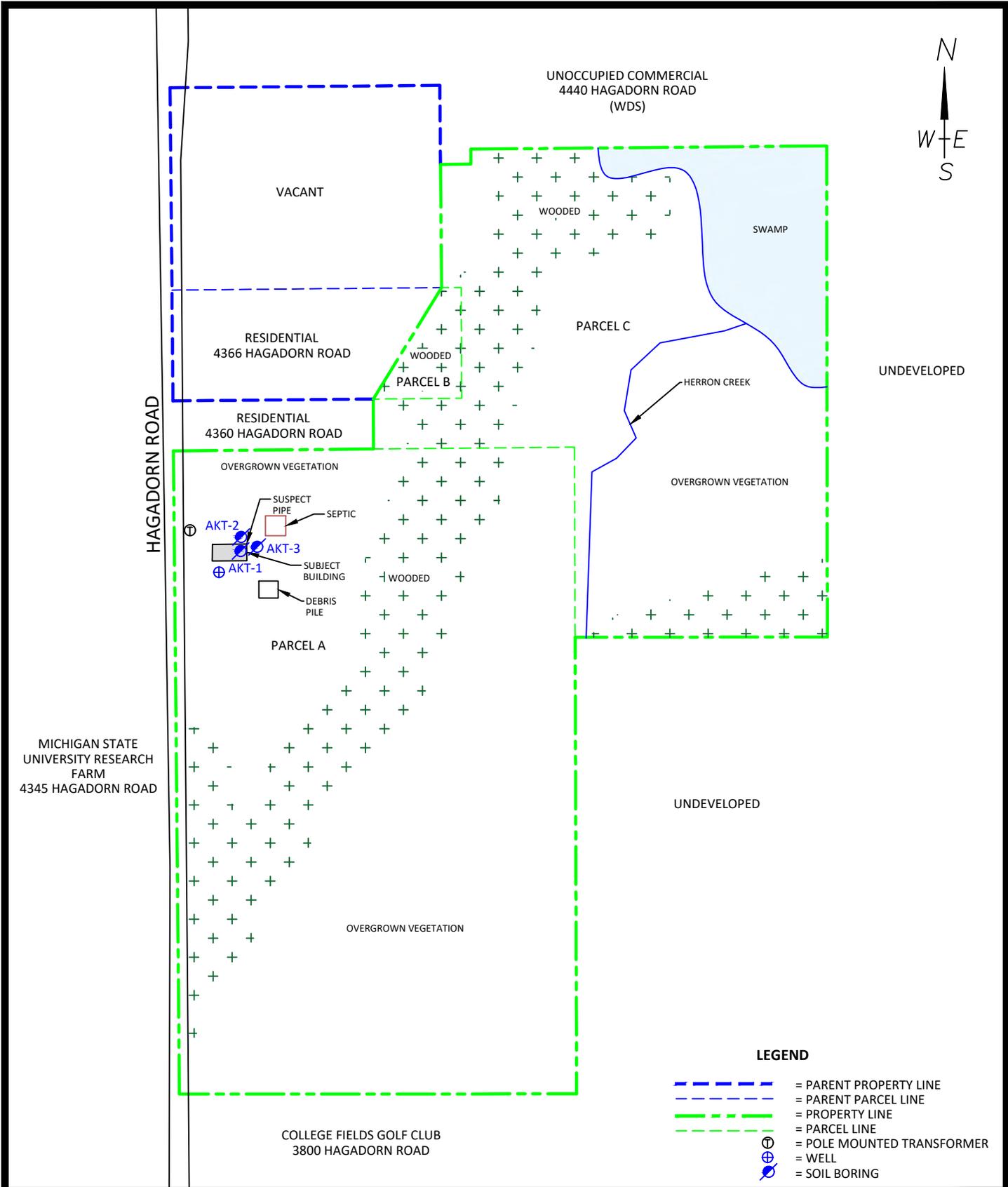
IMAGE TAKEN FROM 1970 U.S.G.S. TOPOGRAPHIC MAP  
 PHOTOREVISED 1976



**TOPOGRAPHIC LOCATION MAP**  
 4344 HAGADORN ROAD AND  
 0.37 ACRES OF 4366 HAGADORN ROAD AND  
 10.17 ACRES PARCEL 33-02-02-29-105-005  
 MERIDIAN CHARTER TOWNSHIP, MICHIGAN  
 PROJECT NUMBER: 20532s-2-20

DRAWN BY: SES  
 DATE: 09/18/2025

**FIGURE 1**



**LEGEND**

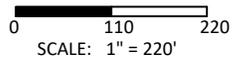
- = PARENT PROPERTY LINE
- = PARENT PARCEL LINE
- = PROPERTY LINE
- = PARCEL LINE
- ⊕ = POLE MOUNTED TRANSFORMER
- ⊕ = WELL
- ⊕ = SOIL BORING



**SAMPLE LOCATION MAP**

4344 HAGADORN ROAD AND  
 0.37 ACRES OF 4366 HAGADORN ROAD AND  
 10.17 ACRES PARCEL 33-02-02-29-105-005  
 MERIDIAN CHARTER TOWNSHIP, MICHIGAN  
 PROJECT NUMBER: 20532s-2-20

DRAWN BY: SES  
 DATE: 10/27/2025



**FIGURE 2**

## **TABLES**

**Table 1: Summary of Soil Analytical Results**  
**4344 Hagadorn Road**  
**Meridian Charter Township, Michigan**  
**AKT Peerless Project No. 20532s-2-20**

|  |                                  |                                     |  |   |   |  |  |  |  |   |  |  | Lab ID          | 14461-1  | 14461-2  | 14461-3  |
|--|----------------------------------|-------------------------------------|--|---|---|--|--|--|--|---|--|--|-----------------|----------|----------|----------|
| Parameters*  | Chemical Abstract Service Number | Statewide Default Background Levels | Residential Drinking Water Protection Criteria | Groundwater Surface Water Interface Protection Criteria | Residential Soil Volatilization to Indoor Air Inhalation Criteria | Residential Infinite Source Volatile Soil Inhalation Criteria (VSIC) | Residential Finite VSIC for 5 Meter Source Thickness | Residential Finite VSIC for 2 Meter Source Thickness | Residential Particulate Soil Inhalation Criteria | Residential Direct Contact Criteria & RBSLs | Soil Saturation Concentration Screening Levels | Residential Volatilization to Indoor Air Pathway (VIAP) Soil | Sample ID       | AKT-1    | AKT-2    | AKT-3    |
|  |                                  |                                     |  |   |   |  |  |  |  |   |  |  | Collection Date | 10/27/25 | 10/27/25 | 10/27/25 |
| *(Refer to detailed laboratory report for method reference data) |                                  |                                     |  |   |   |  |  |  |  |   |  |  | Depth           | 3.5-4.0' | 6.5-7.0' | 4.5-5.0' |
| <b>Semivolatiles, PNAs, ug/Kg</b>                                |                                  |                                     |  |   |   |  |  |  |  |   |  |  |                 |          |          |          |
| Acenaphthene   | 83-32-9                          | NA                                  | 3.00E+05                                       | 8,700   | 1.90E+08  | 8.10E+07   | 8.10E+07   | 8.10E+07   | 1.40E+10   | 4.10E+07                                    | NA   | 2.0E+05 nc   | < 330           | < 330    | < 330    |          |
| Acenaphthylene   | 208-96-8                         | NA                                  | 5,900  | ID  | 1.60E+06  | 2.20E+06   | 2.20E+06   | 2.20E+06   | 2.30E+09   | 1.60E+06                                    | NA   | DATA   | < 330           | < 330    | < 330    |          |
| Anthracene   | 120-12-7                         | NA                                  | 41,000   | ID  | 1.0E+9 (D)  | 1.40E+09   | 1.40E+09   | 1.40E+09   | 6.70E+10   | 2.30E+08                                    | NA   | 1.3E+07 nc   | < 330           | < 330    | < 330    |          |
| Benzo(a)anthracene (Q)   | 56-55-3                          | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | ID   | 20,000                                      | NA   | 1.6E+05 (MM) mut   | < 330           | < 330    | < 330    |          |
| Benzo(b)fluoranthene (Q)   | 205-99-2                         | NA                                  | NLL  | NLL   | ID  | ID   | ID   | ID   | ID   | 20,000                                      | NA   | NA   | < 330           | < 330    | < 330    |          |
| Benzo(k)fluoranthene (Q)   | 207-08-9                         | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | ID   | 2.00E+05                                    | NA   | NA   | < 330           | < 330    | < 330    |          |
| Benzo(g,h,i)perylene   | 191-24-2                         | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | 8.00E+08   | 2.50E+06                                    | NA   | NA   | < 330           | < 330    | < 330    |          |
| Benzo(a)pyrene (Q)   | 50-32-8                          | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | 1.50E+06   | 2,000                                       | NA   | NA   | < 330           | < 330    | < 330    |          |
| Chrysene (Q)   | 218-01-9                         | NA                                  | NLL  | NLL   | ID  | ID   | ID   | ID   | ID   | 2.00E+06                                    | NA   | NA   | < 330           | < 330    | < 330    |          |
| Dibenzo(a,h)anthracene (Q)                                       | 53-70-3                          | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | ID   | 2,000                                       | NA   | NA   | < 330           | < 330    | < 330    |          |
| Fluoranthene   | 206-44-0                         | NA                                  | 7.30E+05                                       | 5,500   | 1.0E+9 (D)  | 7.40E+08   | 7.40E+08   | 7.40E+08   | 9.30E+09   | 4.60E+07                                    | NA   | NA   | < 330           | < 330    | < 330    |          |
| Fluorene   | 86-73-7                          | NA                                  | 3.90E+05                                       | 5,300   | 5.80E+08  | 1.30E+08   | 1.30E+08   | 1.30E+08   | 9.30E+09   | 2.70E+07                                    | NA   | 4.7E+05 nc   | < 330           | < 330    | < 330    |          |
| Indeno(1,2,3-cd)pyrene (Q)                                       | 193-39-5                         | NA                                  | NLL  | NLL   | NLV   | NLV  | NLV  | NLV  | ID   | 20,000                                      | NA   | NA   | < 330           | < 330    | < 330    |          |
| 2-Methylnaphthalene  | 91-57-6                          | NA                                  | 57,000   | 4,200   | 2.70E+06  | 1.50E+06   | 1.50E+06   | 1.50E+06   | 6.70E+08   | 8.10E+06                                    | NA   | 1,700 nc   | < 330           | < 330    | < 330    |          |
| Naphthalene  | 91-20-3                          | NA                                  | 35,000   | 730   | 2.50E+05  | 3.00E+05   | 3.00E+05   | 3.00E+05   | 2.00E+08   | 1.60E+07                                    | NA   | 67 (M) ca  | < 330           | < 330    | < 330    |          |
| Phenanthrene   | 85-01-8                          | NA                                  | 56,000   | 2,100   | 2.80E+06  | 1.60E+05   | 1.60E+05   | 1.60E+05   | 6.70E+06   | 1.60E+06                                    | NA   | 1,700 nc   | < 330           | < 330    | < 330    |          |
| Pyrene   | 129-00-0                         | NA                                  | 4.80E+05                                       | ID  | 1.0E+9 (D)  | 6.50E+08   | 6.50E+08   | 6.50E+08   | 6.70E+09   | 2.90E+07                                    | NA   | 2.5E+07 nc   | < 330           | < 330    | < 330    |          |
| <b>Volatiles, VOCs, ug/Kg</b>                                    |                                  |                                     |  |   |   |  |  |  |  |   |  |  |                 |          |          |          |
| Benzene (I)  | 71-43-2                          | NA                                  | 100  | 4,000 (X)   | 1,600   | 13,000   | 34,000   | 79,000   | 3.80E+08   | 1.80E+05                                    | 4.00E+05                                       | 1.7 (M) ca   | < 50            | < 50     | < 50     |          |
| Ethylbenzene (I)   | 100-41-4                         | NA                                  | 1,500  | 360   | 87,000  | 7.20E+05   | 1.00E+06   | 2.20E+06   | 1.00E+10   | 2.2E+7 (C)                                  | 1.40E+05                                       | 12 (M) ca  | < 50            | < 50     | < 50     |          |
| Toluene (I)  | 108-88-3                         | NA                                  | 16,000   | 5,400   | 3.3E+5 (C)  | 2.80E+06   | 5.10E+06   | 1.20E+07   | 2.70E+10   | 5.0E+7 (C)                                  | 2.50E+05                                       | 3,700 nc   | < 100           | < 100    | < 100    |          |
| 1,2,4-Trimethylbenzene (I)                                       | 95-63-6                          | NA                                  | 2,100  | 570   | 4.3E+6 (C)  | 2.10E+07   | 5.00E+08   | 5.00E+08   | 8.20E+10   | 3.2E+7 (C)                                  | 1.10E+05                                       | 150 (JT) nc  | < 100           | < 100    | < 100    |          |
| 1,3,5-Trimethylbenzene (I)                                       | 108-67-8                         | NA                                  | 1,800  | 1,100   | 2.6E+6 (C)  | 1.60E+07   | 3.80E+08   | 3.80E+08   | 8.20E+10   | 3.2E+7 (C)                                  | 94,000   | 100 (JT) nc  | < 100           | < 100    | < 100    |          |
| Xylenes (I)  | 1330-20-7                        | NA                                  | 5,600  | 980   | 6.3E+6 (C)  | 4.60E+07   | 6.10E+07   | 1.30E+08   | 2.90E+11   | 4.1E+8 (C)                                  | 1.50E+05                                       | 280 (J) nc   | < 150           | < 150    | < 150    |          |

**Appendix A**  
**Soil Boring Logs**







**Appendix B**  
**Laboratory Analytical Report**

## ANALYTICAL REPORT

For: AKT Peerless  
214 Janes Ave.  
Saginaw MI 48607

**Report Number: 14462**  
Report Date: November 7, 2025  
Project Name: -  
Project Number: 20532s-2-20  
Page: 1 of 6

Attn: Mr. Norman Ferguson  
Mr. Jon Hirschenberger

989-754-9896 Fax: 989-754-3804

### Sample Description

Three (3) samples reported to be Soil and identified as "20532s-2-20", 10/27/25, Grab and:

1. AKT-1
2. AKT-2
3. AKT-3

### Analysis Requested

Chemical Analysis per SW-846 (SW) for:

1. Benzene, Toluene, Ethylbenzene, and Xylene (BTEX) plus Trimethylbenzenes, Methods 8260B and 5035
2. Polynuclear Aromatic Hydrocarbons (PNA), Method 8270C

## Analytical Results

| Sample Description:               |              | AKT-1, 10/27/25 |                  |                  |         |                 |
|-----------------------------------|--------------|-----------------|------------------|------------------|---------|-----------------|
| Laboratory ID:                    | 14462-1      | Reporting Limit | Units of Measure | Date of Analysis | Analyst | Data Qualifiers |
| <b>Volatile Organic Compounds</b> |              |                 |                  |                  |         |                 |
| Benzene                           | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Ethylbenzene                      | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Toluene                           | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,2,4-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,3,5-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Xylene (Total)                    | Not Detected | 150             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| 1,2-Dichloroethane-d4             | 110%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| Toluene-d8                        | 107%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| 4-Bromofluorobenzene              | 121%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| <b>PNAs</b>                       |              |                 |                  |                  |         |                 |
| Acenaphthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Acenaphthylene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Anthracene                        | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)anthracene                | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(b)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(k)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(g,h,i)perylene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)pyrene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Chrysene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Dibenzo(a,h)anthracene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluoranthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluorene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Indeno(1,2,3-cd)pyrene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| 2-Methylnaphthalene               | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Naphthalene                       | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Phenanthrene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Pyrene                            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| Nitrobenzene-d5                   | 78.0%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| 2-Fluorobiphenyl                  | 84.6%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| Terphenyl-d14                     | 101%         | -               | % Recovery       | 11/03/25         | DS      |                 |
| <b>Analysis Information</b>       |              |                 |                  |                  |         |                 |
| Dry Weight Solids                 | 96.7%        | -               | % by weight      | 10/31/25         | LB      |                 |
| PNA Extraction                    | Completed    | -               | -                | 11/03/25         | SO/BN   |                 |

| Sample Description:               |              | AKT-2, 10/27/25 |                  |                  |         |                 |
|-----------------------------------|--------------|-----------------|------------------|------------------|---------|-----------------|
| Laboratory ID:                    | 14462-2      | Reporting Limit | Units of Measure | Date of Analysis | Analyst | Data Qualifiers |
| <b>Volatile Organic Compounds</b> |              |                 |                  |                  |         |                 |
| Benzene                           | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Ethylbenzene                      | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Toluene                           | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,2,4-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,3,5-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Xylene (Total)                    | Not Detected | 150             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| 1,2-Dichloroethane-d4             | 111%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| Toluene-d8                        | 107%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| 4-Bromofluorobenzene              | 120%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| <b>PNAs</b>                       |              |                 |                  |                  |         |                 |
| Acenaphthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Acenaphthylene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Anthracene                        | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)anthracene                | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(b)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(k)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(g,h,i)perylene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)pyrene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Chrysene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Dibenzo(a,h)anthracene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluoranthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluorene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Indeno(1,2,3-cd)pyrene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| 2-Methylnaphthalene               | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Naphthalene                       | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Phenanthrene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Pyrene                            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| Nitrobenzene-d5                   | 64.4%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| 2-Fluorobiphenyl                  | 68.5%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| Terphenyl-d14                     | 96.8%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| <b>Analysis Information</b>       |              |                 |                  |                  |         |                 |
| Dry Weight Solids                 | 95.2%        | -               | % by weight      | 10/31/25         | LB      |                 |
| PNA Extraction                    | Completed    | -               | -                | 11/03/25         | SO/BN   |                 |

| Sample Description:               |              | AKT-3, 10/27/25 |                  |                  |         |                 |
|-----------------------------------|--------------|-----------------|------------------|------------------|---------|-----------------|
| Laboratory ID:                    | 14462-3      | Reporting Limit | Units of Measure | Date of Analysis | Analyst | Data Qualifiers |
| <b>Volatile Organic Compounds</b> |              |                 |                  |                  |         |                 |
| Benzene                           | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Ethylbenzene                      | Not Detected | 50              | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Toluene                           | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,2,4-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| 1,3,5-Trimethylbenzene            | Not Detected | 100             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| Xylene (Total)                    | Not Detected | 150             | µg/Kg, dry wt.   | 11/03/25         | BD      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| 1,2-Dichloroethane-d4             | 113%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| Toluene-d8                        | 107%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| 4-Bromofluorobenzene              | 121%         | -               | % Recovery       | 11/03/25         | BD      |                 |
| <b>PNAs</b>                       |              |                 |                  |                  |         |                 |
| Acenaphthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Acenaphthylene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Anthracene                        | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)anthracene                | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(b)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(k)fluoranthene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(g,h,i)perylene              | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Benzo(a)pyrene                    | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Chrysene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Dibenzo(a,h)anthracene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluoranthene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Fluorene                          | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Indeno(1,2,3-cd)pyrene            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| 2-Methylnaphthalene               | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Naphthalene                       | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Phenanthrene                      | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| Pyrene                            | Not Detected | 330             | µg/Kg, dry wt.   | 11/03/25         | DS      |                 |
| <b>Surrogate Standards</b>        |              |                 |                  |                  |         |                 |
| Nitrobenzene-d5                   | 74.7%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| 2-Fluorobiphenyl                  | 78.1%        | -               | % Recovery       | 11/03/25         | DS      |                 |
| Terphenyl-d14                     | 107%         | -               | % Recovery       | 11/03/25         | DS      |                 |
| <b>Analysis Information</b>       |              |                 |                  |                  |         |                 |
| Dry Weight Solids                 | 93.1%        | -               | % by weight      | 10/31/25         | LB      |                 |
| PNA Extraction                    | Completed    | -               | -                | 11/03/25         | SO/BN   |                 |

## Quality Control

### **VOC Matrix Spike Data**

| Spiked Sample: 14452-1 |               | Matrix: Soil |           | Units: ppb in extract |           |            |     | Data       |
|------------------------|---------------|--------------|-----------|-----------------------|-----------|------------|-----|------------|
| Parameter              | Sample Result | Spike Added  | MS Result | MSD Result            | MS % Rec. | MSD % Rec. | RPD | Qualifiers |
| 1,1-Dichloroethene     | 0.0           | 25           | 24        | 23                    | 96        | 92         | 4.3 |            |
| Benzene                | 0.0           | 25           | 23        | 22                    | 92        | 88         | 4.4 |            |
| Trichloroethene        | 0.0           | 25           | 18        | 17                    | 72        | 68         | 5.7 |            |
| Toluene                | 0.0           | 25           | 20        | 20                    | 80        | 80         | 0.0 |            |
| Chlorobenzene          | 0.0           | 25           | 18        | 18                    | 72        | 72         | 0.0 |            |

### **PNA Matrix Spike Data**

| Spiked Sample: 14462-1 |               | Matrix: Soil |           | Units: ppm in extract |           |            |     | Data       |
|------------------------|---------------|--------------|-----------|-----------------------|-----------|------------|-----|------------|
| Parameter              | Sample Result | Spike Added  | MS Result | MSD Result            | MS % Rec. | MSD % Rec. | RPD | Qualifiers |
| Acenaphthene           | 0.0           | 20           | 13        | 13                    | 65        | 65         | 0.0 |            |
| Phenanthrene           | 0.0           | 20           | 15        | 15                    | 75        | 75         | 0.0 |            |
| Fluoranthene           | 0.0           | 20           | 14        | 14                    | 70        | 70         | 0.0 |            |
| Pyrene                 | 0.0           | 20           | 16        | 16                    | 80        | 80         | 0.0 |            |
| Chrysene               | 0.0           | 20           | 15        | 15                    | 75        | 75         | 0.0 |            |

## Case Narrative

All method protocols and quality control requirements were satisfied for all samples.

## Notes

- (1) Quality Control Limits available upon request.
- (2) Results are applicable only to the sample tested.
- (3) All samples will be discarded after 30 days unless the laboratory receives other instructions.
- (4) Chain of Custody document attached.

QUANTUM LABORATORIES, INC.



David W. Starr  
Analytical Chemistry Manager

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 248-348-TEST or 248-348-8378

Women's Business Enterprise  
 National Council  
**WBENC**  
 Cert. No. 2005111505



**CHAIN OF CUSTODY RECORD**

**CLIENT INFO**

COMPANY: AKT Peerless  
 ADDRESS: 214 James Ave  
 CITY, STATE, ZIP: Saginaw, MI 48607  
 TELEPHONE: 989-798-9896  
 FAX:  
 CONTACT: Norman Ferguson / Jon Hirschenberger  
 ADDITIONAL PHONE: 989-798-9711  
 EMAIL ADDRESS: Fergusonn@aktpeerless.com / jon@aktpeerless.com

\* SAMPLE TYPE: S=Soil, W=Water, D=Drinking Water, O=Oil/Organic, M=Mixed, V=Vapor, A=Air  
 U=Unknown or Other

\*\* GRAB/COMP: G=Grab Sample, C=Composite Sample

**PROJECT INFO**

REPORT NO. (LAB USE): 14462 Page \_\_\_\_\_ of \_\_\_\_\_  
 P.O. NUMBER:  
 PROJECT NUMBER: 20532s-2-20  
 PROJECT NAME:  
 SAMPLING LOCATION:  
 SAMPLES COLLECTED BY: Norman Ferguson  
 TURN AROUND TIME:  Standard  Rush  By Date:  
 SPECIAL INSTRUCTIONS:

**ANALYSIS REQUESTED**

BTEX+TMS  
 PNAS

| LINE NO. | LAB USE | SAMPLE IDENTIFICATION | NUMBER OF CONTAINERS | TIME SAMPLED | DATE SAMPLED | SAMPLE TYPE * | GRAB / COMP ** | REMARKS / PRESERVATIVES |
|----------|---------|-----------------------|----------------------|--------------|--------------|---------------|----------------|-------------------------|
| 1        |         | AKT-1                 | 2                    |              | 10/27        | S             | G              |                         |
| 2        |         | AKT-2                 | 2                    |              | 10/27        | S             | G              |                         |
| 3        |         | AKT-3                 | 2                    |              | 10/27        | S             | G              |                         |
| 4        |         |                       |                      |              |              |               |                |                         |
| 5        |         |                       |                      |              |              |               |                |                         |
| 6        |         |                       |                      |              |              |               |                |                         |
| 7        |         |                       |                      |              |              |               |                |                         |
| 8        |         |                       |                      |              |              |               |                |                         |
| 9        |         |                       |                      |              |              |               |                |                         |
| 10       |         |                       |                      |              |              |               |                |                         |

| XFER | RELINQUISHED BY  | TIME / DATE     | ACCEPTED BY            | SAMPLE RECEIVED   |
|------|------------------|-----------------|------------------------|---|
| 1    | <i>AKT</i>       | 10/27/25 @ 1:12 | AKT cold storage       | <input type="checkbox"/> Wet Ice<br><input type="checkbox"/> Blue Ice |
| 2    | AKT cold storage | 10.31.25 12:30  | <i>Norman Ferguson</i> |   |
| 3    | <i>AKT</i>       | 10.31.25 2:00   | <i>Norman Ferguson</i> |   |

Distribution: White - Lab Copy Yellow - Client Report Pink - Sampler

Data Qualifiers: I Internal Standard results outside of acceptance limits  
 S QC spike recovery outside of acceptance limits  
 R RPD outside of acceptance limits

E Reporting limit is elevated  
 D Result is from a dilution  
 J Result should be considered estimated

M Matrix interference observed  
 F Matrix Spike four times rule applied  
 C See Case Narrative