1. CALL TO ORDER
2. CLOSED EXECUTIVE SESSION - 6:00 P.M. Discuss Pending Litigation and Legal Opinion Regarding Labor Agreement
3. VIRTUAL MEETING INSTRUCTIONS
4. INVOCATION AND PLEDGE
5. APPROVAL OF BILLS
6. PUBLIC COMMENT (3 minutes or less) *Board does not respond during public comment
7. APPROVAL OF AGENDA
8. CONSENT AGENDA
   A. Minutes - Regular Meeting, June 1, 2020
   B. Investment Portfolio Change Reports & Robinson Monthly Commentary
   C. Request for Fireworks Display
   D. Hire Full-Time Clerk Typist - Voter Registration
9. PENDING
   A. ReCollect Service Agreement
   B. Second Reading - PC-2019-51 Text Amendment to Zoning Ordinance No. 78, Articles 2,33, and 34, Gingellville Village Center Overlay & BIZ District Density
   C. Orion Center A/V Upgrades
   D. Civic Center Playground
   E. Township Policies
10. REPORTS
    A. Police/Fire Reports
11. PUBLIC COMMENT
12. BOARD MEMBER COMMENT
13. CLOSED EXECUTIVE SESSION - Discuss Attorney Opinion Letter
14. ADJOURNMENT

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at (248) 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations.
Agenda Memo

To: Orion Township Board of Trustees
From: Penny S. Shults, Clerk
Meeting Date: Virtual conference meetings
Memo Date: May 28, 2020
Subject: Public Input Instructions

PROCESS

Public Input Instructions for Virtual Meetings
1. Public Comment for non-agenda items will take place at the beginning of the meeting (3 minutes maximum).
2. Supervisor Barnett will ask for Public Comment for agenda items, and will be received in this order.
   A. People in the meeting on the computer, please raise your hand.
   B. People in the meeting on the phone, please say your name, moderator will make list. Moderator will take down the names and read them back. Anyone who wants to speak and is not on the list can say their name again. Once list is complete, moderator will call by name for public comments.
   C. Any emails will be read during the meeting by the moderator. Please submit emails to board@oriontownship.org
3. Public Comment will take place at the end of the meeting.
The Charter Township of Orion Board of Trustees will hold a regular scheduled Board meeting on Monday, June 15, 2020 at 7:00 p.m.

Due to the health concern of COVID-19 and Governor Whitmer’s Executive Order 2020-15, The Charter Township of Orion Board of Trustees Monday, June 15, 2020 at 7:00 p.m. meeting is being offered via video conference.

Video conference can be accessed by downloading the app GoToMeeting. The meeting number is 308-965-445. Live comments and questions will be accepted during the workshop at an appropriate time that will be explained by Supervisor Barnett.

You may also email your comments or concerns to board@oriontownship and include Board meeting in the subject line. Meetings are aired live on Orion Neighborhood Television.

Access meetings from your device. 
https://www.gotomeet.me/OrionTownship/orion-township-board

You can also dial in using your phone. 
United States: +1 (872) 240-3212

Access Code: 308-965-445

New to GoToMeeting? Get the app now and be ready when your first meeting starts: 
https://global.gotomeeting.com/install/308965445

Posted 06/10/2020
Published 06/11/2020

Penny S. Shults, Clerk
Charter Township of Orion

In the spirit of compliance with the Americans with Disabilities Act, individuals with a disability should feel free to contact Penny S. Shults, Clerk, at 391-0304, ext. 4001, at least seventy-two hours in advance of the meeting to request accommodations. Thank you kindly.
Agenda Item Summary

To: Orion Township Board of Trustees
From: Tandem Graves, Accounts Payable – Payroll Coordinator
Meeting Date: June 15, 2020
Memo Date: June 11, 2020
Subject: Accounts Payable and Board Bills

REQUEST
Board Action would be to approve payment of bills in the amount of $1,089,900.27, and payrolls of $218,368.37 For a total disbursement of funds of $1,308,268.64

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
</tr>
</thead>
<tbody>
<tr>
<td></td>
<td></td>
</tr>
</tbody>
</table>

| Expected Invoice Date: | Click or tap to enter a date. |

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Board Action would be to approve payment of bills in the amount of $1,089,900.27, and payrolls of $218,368.37 For a total disbursement of funds of $1,308,268.64
6/15/2020

INVOICES

<table>
<thead>
<tr>
<th>Description</th>
<th>Date</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Non Board Bills</td>
<td>6/3/2020</td>
<td>$4,003.54</td>
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<tr>
<td>Non Board Bills</td>
<td>6/8/2020</td>
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<tr>
<td>Board Bills</td>
<td>6/15/2020</td>
<td>$1,264,935.95</td>
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<tr>
<td><strong>Total Invoices</strong></td>
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<td><strong>$1,291,513.33</strong></td>
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<table>
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<td>#129307</td>
<td>Cancelled event</td>
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</tr>
<tr>
<td>#129160</td>
<td>Stale dated</td>
<td>($2,500.00)</td>
</tr>
<tr>
<td>#129818</td>
<td>Replacement check</td>
<td>($56.32)</td>
</tr>
<tr>
<td>#129665</td>
<td>Replacement check</td>
<td>($260.00)</td>
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<tr>
<td>#129890</td>
<td>Replacement check</td>
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<td>#130287</td>
<td>Replacement check</td>
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<td>#130420</td>
<td>Change to EFT</td>
<td>($97.00)</td>
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<td>#130447</td>
<td>Replacement check</td>
<td>($42,765.51)</td>
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<td>#130467</td>
<td>Replacement check</td>
<td>($130,931.00)</td>
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<td>#130490</td>
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<td>#EFT 1294</td>
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<td>#EFT 1317</td>
<td>Replacement check</td>
<td>($4,737.24)</td>
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<td><strong>Total Invoice Disbursements</strong></td>
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<td><strong>$1,089,900.27</strong></td>
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PAYROLL

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<tr>
<th>Description</th>
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<th>Amount</th>
</tr>
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<td>6/10/2020</td>
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<tr>
<td>FICA Expenses</td>
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<td>$14,113.83</td>
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<tr>
<td>Benefit Expenses</td>
<td></td>
<td>$18,859.99</td>
</tr>
<tr>
<td><strong>Total Payroll Disbursements</strong></td>
<td></td>
<td><strong>$218,368.37</strong></td>
</tr>
</tbody>
</table>

**Grand Total Disbursements**  $1,308,268.64

Due to the conversion to the Pooled Cash Fund, total disbursements now include all refunds from deposits, bonds, escrow & payroll deductions.

Prepared by Tandem Graves, AP/PA Coordinator
1. CALL TO ORDER. The Charter Township of Orion Board of Trustees held a regular meeting on Monday, June 1, 2020 at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan. Supervisor Barnett called the meeting to order at 7:01 p.m. Via Video Conference – GoToMeeting Access Code 308-965-445 (Meeting being conducted via video conference due to the health concern of COVID-19 and the Governor’s Executive Order 2020-15)

2. VIRTUAL MEETING INSTRUCTIONS. Were given.

BOARD MEMBERS PRESENT: Chris Barnett, Penny Shults, Donni Steele, Mike Flood, Brian Birney, Julia Dalrymple & John Steimel

BOARD MEMBERS ABSENT: None

OTHERS PRESENT: Jeff Stout, Marie Monaco, Josh Yates, James Stevens, Jessica Katers, Tammy Girling, Dan Toth, Dan Kelly

3. INVOCATION AND PLEDGE. Pastor Josh Yates from Gingellville Community Church led the Invocation, followed by the Pledge of Allegiance.

4. APPROVAL OF BILLS. Moved by Treasurer Steele, seconded by Trustee Birney to authorize payment of bills in the amount of $525,026.71 and payrolls in the amount of $195,098.53, for a total disbursement of funds in the amount of $720,125.24, as presented.

AYES: Steele, Birney, Dalrymple, Flood, Steimel, Barnett, Shults
NAYS: None

MOTION CARRIED

5. PUBLIC COMMENT. Public comment was not heard.


Moved by Trustee Flood, seconded by Trustee Steimel to approve the agenda, as amended.

MOTION CARRIED

7. CONSENT AGENDA
A. Minutes - Regular Meeting, May 18, 2020. Approve, as presented.

B. Joslyn Road Pathway Recommendation of Award. Award Superior Excavating the Joslyn Road Pathway Maintenance Project in the amount of $286,900.00 and allow a 10% contingency in the amount of $28,690.00 to be utilized in the event that field conditions necessitate additional pathway base repair.

Moved by Clerk Shults, seconded by Trustee Flood to approve the Consent Agenda, as amended.

AYES: Flood, Steimel, Barnett, Shults, Steele, Birney, Dalrymple
NAYS: None

MOTION CARRIED
8. PENDING
A. Resolution - Temporary Relocation of the Absent Voter Counting Board. Moved by Clerk Shults, seconded by Trustee Flood to adopt the Resolution for a Temporary Relocation of the Absent Voter Counting Board to Fire Station #4 for the August 4 and November 3, 2020 Elections. AYES: Steimel, Barnett, Shults, Steele, Birney, Dalrymple, Flood ABSENT: None NAYS: None MOTION CARRIED

B. Resolution - Social Districts for On-Premises Licensees. Moved by Trustee Birney, seconded by Trustee Flood to adopt the resolution, as presented. AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood, Steimel ABSENT: None NAYS: None MOTION CARRIED

C. Accept Employee Resignation. Moved by Clerk Shults, seconded by Trustee Steimel to accept the resignation with regret with the effective date of June 30, 2020 and authorize posting/advertising the vacant position. AYES: Shults, Steimel ABSENT: None NAYS: Dalrymple, Flood, Barnett, Steele, Birney MOTION FAILED

Moved by Treasurer Steele, seconded by Trustee Flood to accept the resignation with regret with the effective date of June 12, 2020 and authorize posting/advertising the vacant position internally.

MOTION AMENDED. Moved by Treasurer Steele, seconded by Trustee Flood to accept the resignation with regret with the effective date of June 12, 2020 and authorize posting/advertising the vacant position externally and internally. AYES: Dalrymple, Flood, Barnett, Steele, Birney Steimel ABSENT: None NAYS: Shults MOTION CARRIED

D. Accept Planning Commission Resignation. Moved by Clerk Shults, seconded by Treasurer Steele to Accept the resignation of Judy Ryan with regret and direct the Clerk to send a letter of appreciation, and appoint Kim Urbanowski to the Planning Commission for a term ending 12-31-2022. AYES: Dalrymple, Flood, Barnett, Shults, Steele, Birney ABSENT: None NAYS: Steimel MOTION CARRIED

E. Michigan Economic Development Corporation’s Redevelopment Ready Communities Program – Baseline Report and Resolution of Intent to Continue. Moved by Treasurer Steele, seconded by Trustee Birney to approve the Resolution to authorize implementation of recommendations made by the MEDC that are necessary to receive Redevelopment Ready Communities Certification and authorize the Township Clerk to certify and file same. AYES: Barnett, Shults, Steele, Birney, Dalrymple, Flood, Steimel ABSENT: None NAYS: None MOTION CARRIED

9. REPORTS
A. Police/Fire Reports. Moved by Trustee Steimel, seconded by Clerk Shults to receive and file the reports. MOTION CARRIED

B. April Financial Statements. Moved by Trustee Flood, seconded by Trustee Steimel to receive and file the reports. MOTION CARRIED
10. PUBLIC COMMENT. Public comment was not heard.

11. BOARD MEMBER COMMENT. Board member comments were heard.

12. ADJOURNMENT. Moved by Trustee Steimel, seconded by Clerk Shults to adjourn. MOTION CARRIED. The meeting was adjourned at 8:59 p.m.

Transcription: P. Shults

________________________________________
Penny S. Shults, Clerk

________________________________________
Chris Barnett, Supervisor
Agenda Item Summary

To: Board of Trustees
From: Donni Steele, Treasurer
Meeting Date: June 15, 2020
Memo Date: June 8, 2020
Subject: Matured called bond report and Monthly Commentary

REQUEST
Receive and file

REASON
To report to BOT of Bonds/Securities which have matured, called and are reinvested within our General and Water/Sewer portfolio(s).
Also included is Robinson Capital’s Monthly Commentary Report (Robinson Capital is our Portfolio Management Investment Ad

PROCESS
To review and if there are any questions, please call me anytime.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>N/A</th>
<th>Project/Grant Tracking?</th>
<th>□</th>
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</thead>
<tbody>
<tr>
<td>Expected Invoice Date:</td>
<td>Click or tap to enter a date.</td>
<td>Reviewed by Budget Director?</td>
<td>□</td>
</tr>
</tbody>
</table>

<table>
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<tr>
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<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Receive and File.
Short-Term Bond Strategies

Federal Reserve Stance

The Federal Reserve’s balance sheet climbed above $7 trillion in May. Over the last three months the Fed has created nine individual lending programs aimed at increasing liquidity in specific pockets of the market. In recent weeks many of the Fed’s emergency lending programs have seen a decline in utilization, signaling that markets and the Fed may have found solid footing. In recent comments Fed Chair Powell warned of an “extended period” of weakness for the economy and the possibility of “liquidity problems” turning into “solvency problems” given enough time. Powell acknowledged the Fed’s balance sheet “can’t go to infinity”, but also reaffirmed his commitment to protect the market by using available tools to “their fullest extent.”

Performance

Falling interest rates over the last year has driven strong performance across the yield curve.

<table>
<thead>
<tr>
<th>Returns</th>
<th>3m T-Bill</th>
<th>1yr</th>
<th>2y Tsy</th>
</tr>
</thead>
<tbody>
<tr>
<td>May</td>
<td>0.00%</td>
<td>1.87%</td>
<td>0.06%</td>
</tr>
<tr>
<td>1yr</td>
<td></td>
<td></td>
<td></td>
</tr>
</tbody>
</table>

Yield Curve

The yield curve remained flat as interest rates showed little movement in May.

Graph of the Month

Aggregate weekly pay dropped the most on record, falling 11%. Aggregate payrolls are effected by changes in employment and wages. The combination of steep job and wage cuts has created downward pressure on future consumer spending and points to a slower recovery as the effects of lowered aggregate income ripple through the economy.
Economic Comments

- There was a little bit of good news in the torrent of bad as the collapse of economic fundamentals paused in May. The Robinson Leading Economic Index ticked up (very slightly) last month while remaining deep in contraction territory. Pockets of the world and country continue to emerge from the “Great Pause” and it is important to remember the extent to which monetary and fiscal policies from central banks and governments around the world have buffered the potential damage. As a result of the large-scale intervention, over the last month equity and credit markets have improved. As surprising as anything was the speed at which it occurred compared to previous recessions. Regardless, we have lingering concerns about the economy because of where it was in the economic cycle heading into the crisis. The Robinson Combined Index (below) is comprised of Robinson’s housing, leading economic and recession models and serves as a reminder of how late in cycle the U.S. economy was a few months ago. The question we ask ourselves remains: is this the bottom of the recession and the end of a cycle or are the underlying issues that naturally occur throughout a cycle still a problem?

- Consumer behavior during the lockdowns and the massive federal stimulus aimed at putting money directly into bank accounts has helped the personal savings rate explode to an all-time high of 33% (bottom, left). The decline in consumer spending (bottom, right) is a driving force behind the savings rate and evidence of how personal finances were temporarily altered through the shutdown. Importantly, as it stands, on July 31st the $600 weekly add-on unemployment benefit will end. We think this date is an important inflection point in the economic recovery as over 2/3 of laid-off workers are bringing in more money from unemployment insurance and the weekly add-on than they would on the job.

Robinson Leading Economic Index

Robinson Combined Index

U.S. Personal Savings Rate

Consumer Spending

Source: Bureau of Economic Analysis, Robinson

Source: Bureau of Economic Analysis, Robinson

The opinions expressed in this report are based on Robinson Capital Management’s independent analysis of information obtained or derived from sources believed to be reliable. Robinson does not represent or guarantee that the information contained in this report is either accurate or complete. Under no circumstances shall Robinson or any person or entity be liable for any loss or damage in whole or in part caused by, resulting from, or relating to, any error (negligent or otherwise) or other circumstance or contingency within or outside the control of Robinson or any of its directors, officers or employees. This report is for information only and is not an offer to buy or sell any security or to participate in any trading strategy. Sources include: Federal Reserve, Barings, Bloomberg, Bank of America, Citigroup among others. This report in any portion thereof may not be reprinted, sold, or redistributed without the written consent of Robinson Capital Management. Opinions expressed are subject to change without notice. For additional information, please contact us at 83 KERCHEVAL AVE, SUITE 111 GROSSE POINTE FARMS, MI 48236 (313) 821-7040 ROBINSONFUNDOS.COM
Robinson Capital Management  
Orion Township  
05-01-2020 To 05-31-2020

**CALLED/MATURED**

<table>
<thead>
<tr>
<th>Trade Date</th>
<th>Settle Date</th>
<th>Quantity</th>
<th>Security</th>
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<tbody>
<tr>
<td>5/26/2020</td>
<td>5/26/2020</td>
<td>1000000</td>
<td>FREDDIE MAC 1.750% Due 08-24-26</td>
</tr>
<tr>
<td>5/26/2020</td>
<td>5/26/2020</td>
<td>400000</td>
<td>FED HOME LN BAN 1.750% Due 08-23-24</td>
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</tbody>
</table>

**TOTAL**
<table>
<thead>
<tr>
<th>Amount</th>
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<tbody>
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<td>1000000</td>
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<tr>
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$1,400,000.00
### CALLED/MATURED

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<td>FREDDIE MAC</td>
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<tr>
<td></td>
<td></td>
<td></td>
<td>2.000% Due 11-26-24</td>
</tr>
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</table>

**TOTAL**

### PURCHASES

by  
5/7/2020  6/1/2020  160000  COLDWATER-B-TXB  
2.178% Due 02-01-24

by  
5/20/2020  6/17/2020  200000  BRIGHTON MI ASD  
1.281% Due 05-01-24

by  
5/21/2020  6/25/2020  200000  BLOOMINGDALE SD  
1.420% Due 05-01-25

by  
5/22/2020  6/17/2020  225000  SPRING LAKE PUB  
1.290% Due 05-01-25

**TOTAL**
<table>
<thead>
<tr>
<th>Amount</th>
<th>CALLED/MATURED</th>
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<tbody>
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<tr>
<td>500000</td>
<td>CALLED</td>
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<tr>
<td>250000</td>
<td>CALLED</td>
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</tbody>
</table>

$ 950,000.00

160000
200000
200000
225000

$ 785,000.00
Agenda Item Summary

To:  Board of Trustees

From:  Chris Barnett
       Township Supervisor

Meeting Date:  June 15, 2020
Memo Date:  June 9, 2020
Subject:  Request for Fireworks Display

REQUEST:
Attached is an application from Indianwood Golf & Country Club for a fireworks display on June 26, 2020 (rain date June 27, 2020). The request has been reviewed by the Fire Department and Sheriff’s Office, and their comments are attached.

REASON:

PROCESS:

BUDGET
If yes, fill out information below:

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<tr>
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<td>No ☐</td>
</tr>
<tr>
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<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Approve the request contingent upon the display being conducted in full compliance with the current code for fireworks displays, and all required social distancing rules being followed.

attachments

V3.12.10.19
GREAT LAKES FIREWORKS, LLC.

THIS CONTRACT AND AGREEMENT for the sale of Fireworks made and concluded this day of , 2020, by and between GREAT LAKES FIREWORKS LLC of Eastpointe, Michigan, (hereinafter referred to as “Great Lakes”), and INDIANWOOD COUNTRY CLUB (hereinafter referred to as “Customer”).

GREAT LAKES agrees:
1. To sell, furnish and deliver to Customer, fireworks as agreed to, to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows:
   Display Date(s): June 26, 2020
   Alternate Date: June 27, 2020
   Contract Amount: $6,000.00 ; Fifty percent (50%) of contract amount due at contract signing, and balance due ten (10) days after last display date each year. All payments shall be made by draft or certified check payable to Great Lakes Fireworks.
2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.
3. Great Lakes agrees to furnish Customer with liability insurance in the amount of $5,000,000.

CUSTOMER agrees:
4. To procure and furnish a suitable place to display the said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
5. Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
6. Immediately following the display, Great Lakes, to the best of their ability, will police the area for any misfires ("duds"). Customer agrees to police the area again at "first light" and notify Great Lakes if there are any remaining misfires. Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
7. Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

The PARTIES mutually agree:
8. Should inclement weather prevent firing of said display on the “Display Date(s)”, then it will be understood the program is postponed and will be fired on the “Alternate Date(s)”, and there will be an additional charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the “Display Date(s)” or the “Alternate Date(s)”, then it will be understood the program is cancelled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the cancellation costs.
9. Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
10. If the location of the firing site, spectators’ location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments:

For: GREAT LAKES FIREWORKS, LLC

Bruce Tyree, Member

For: INDIANWOOD COUNTRY CLUB

Samantha Stropunski
Title: Clubhouse Manager
2020 Application for Fireworks Other Than Consumer or Low Impact

Type of Permit(s) (Select all applicable boxes)
- Agricultural or Wildlife Fireworks
- Public Display
- Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes
- Articles Pyrotechnic
- Display Fireworks
- Private Display

Name of Applicant
Indianwood Golf & Country Club

Name of Person or Resident Agent Representing Corporation, LLC, DBA or Other

Address of Applicant
1081 Indianwood Road
Lake Orion, MI 48362

Age of Applicant 18 Years or Older
- Yes
- No

Name of Pyrotechnic Operator
Great Lakes Fireworks LLC

Address of Pyrotechnic Operator
24805 Marine, Eastpointe, MI 48021

Age of Pyrotechnic Operator 18 Years or Older
- Yes
- No

No Years Experience
20+

No. Displays
100+

Where
Throughout Michigan

Name of Assistant
Nic Grochowski

Name of Other Assistant

Address of Assistant
24805 Marine, Eastpointe, MI 48021

Age of Assistant 18 Years or Older
- Yes
- No

Address of Other Assistant

Age of Other Assistant 18 Years or Older
- Yes
- No

Exact Location of Proposed Display
1081 Indianwood Road, Lake Orion, MI 48362

Date of Proposed Display
June 26, 2020 (Rain date 6/27/20)

Time of Proposed Display
Dusk - Approx. 10:00 p.m.

Stored at federally licensed facility until date of display.

Amount of Bond or Insurance (To Be Set by Local Government)
$5,000,000

Name of Bonding Corporation or Insurance Company
Allied Specialty Insurance Company

Address of Bonding Corporation or Insurance Company
10451 Gulf Boulevard, Treasure Island, FL 33706

Number of Fireworks

| Kind of Fireworks to Be Displayed (Please provide additional pages as needed) |
|------------------|------------------|
| Approx. 480      | 3” shells        |
| Approx. 140      | 4” shells        |
| Approx. 100      | 5” shells        |
| Approx. 6        | Various barrage cakes 3” and smaller |

Signature of Applicant

Date
5/13/2020
CERTIFICATE OF LIABILITY INSURANCE

**PRODUCER:**
Allied Specialty Insurance, Inc.
10451 Gulf Blvd
Treasure Island, FL 33706-4814

**INSURED:**
GREAT LAKES FIREWORKS, LLC
24805 MARINE
EASTPOINTE MI 48021

**CONTACT:**
Michelle Kugler
PHONE: 727-547-3070
FAX: 727-367-5695
E-MAIL: mkugler@alliedspecialty.com

**INSURER(S) AFFORDING COVERAGE:**

<table>
<thead>
<tr>
<th>NAIC #</th>
</tr>
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<tbody>
<tr>
<td>12866</td>
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**COVERAGES:**

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<thead>
<tr>
<th>TYPE OF INSURANCE</th>
<th>ADDED SUBROGATION</th>
<th>POLICY NUMBER</th>
<th>POLICY ISSUED D/T</th>
<th>COShoff</th>
<th>Policy Exp D/T</th>
<th>LIMITS</th>
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<tbody>
<tr>
<td>COMMERCIAL GENERAL LIABILITY</td>
<td>CLAIMS-MADE</td>
<td>CPP0105711-10</td>
<td>01/15/2020</td>
<td>01/15/2021</td>
<td>EACH OCCURRENCE</td>
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<tr>
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<td>OCCUR</td>
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<td></td>
<td>DAMAGE TO RENTED</td>
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<td>PREMISES (Rental)</td>
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<td>MED EXP (Any one person)</td>
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<td></td>
<td>PERSONAL &amp; ADV INJURY</td>
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<td>PRODUCTS - COMPOP AGG</td>
<td>$2,000,000</td>
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<td>Protection &amp; Indemnity</td>
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<td>ANY AUTO</td>
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<td></td>
<td>(Per accident)</td>
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<td>OWNED ONLY</td>
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<td></td>
<td></td>
<td>BODILY INJURY (Per person)</td>
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<td>BODILY INJURY (Per accident)</td>
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<td>UMBRELLA LIABILITY</td>
<td>EXCESS LIAB</td>
<td>ELP0010166-10 (VL)</td>
<td>01/15/2020</td>
<td>01/15/2021</td>
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<td></td>
<td>CLAIMS-MADE</td>
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<td>AGGREGATE</td>
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<td>ARP12001480400</td>
<td>01/15/2020</td>
<td>01/15/2021</td>
<td>EX EXC LIMIT</td>
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<tr>
<td>AND EMPLOYERS' LIABILITY</td>
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<td></td>
<td></td>
<td></td>
<td>Ea Occur / Agg Limit</td>
<td>$4,000,000</td>
</tr>
<tr>
<td>ANY PROHIBITED OR PARTNER/EXECUTIVE OFFICER/OWNER/EXCLUDED</td>
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<td>OFFICER/OWNER/EXCLUDED</td>
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<td>Hull Limit</td>
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<td>DESCRIPTION OF OPERATIONS/LOCATIONS/VEHICLES (ACORD 161, Additional Remarks Schedule, may be attached if more space is required)</td>
<td></td>
<td></td>
<td></td>
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</tr>
</tbody>
</table>

**CERTIFICATE HOLDER:**
Indianwood Golf and Country Club
1081 Indianwood Road
Lake Orion, MI 48362

**CERT #**
2013

**CANCELLATION:**

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

**AUTHORIZED REPRESENTATIVE:**

---

**NOTE:** The document contains details about liability insurance, including various types of coverage with their respective limits and dates. The certificate holder is the Indianwood Golf and Country Club, and the cancellation notice is provided in the context of the policy provisions.
# Communication Sheet

Please complete and return with your signed contract.

## Customer Information

<table>
<thead>
<tr>
<th>Name</th>
<th>Indianwood Golf C.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1081 Indianwood Rd</td>
</tr>
<tr>
<td></td>
<td>Lake Orion, MI 48361</td>
</tr>
</tbody>
</table>

## Firing Site Information

<table>
<thead>
<tr>
<th>Location</th>
<th>Indianwood Golf C.C.</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1081 Indianwood Rd</td>
</tr>
<tr>
<td></td>
<td>Lake Orion, MI 48361</td>
</tr>
<tr>
<td>Contact</td>
<td>Samantha Strozymski</td>
</tr>
<tr>
<td>Cell</td>
<td>586-354-3063</td>
</tr>
</tbody>
</table>

## Contact Person

<table>
<thead>
<tr>
<th>Name</th>
<th>Samantha Strozymski</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1081 Indianwood Rd</td>
</tr>
<tr>
<td></td>
<td>Lake Orion, MI 48361</td>
</tr>
<tr>
<td>Cell/Office</td>
<td>586-354-3063</td>
</tr>
<tr>
<td>Fax</td>
<td>248-693-9100 ext. 24</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Samantha@IwGCC.com">Samantha@IwGCC.com</a></td>
</tr>
</tbody>
</table>

## Show Information

<table>
<thead>
<tr>
<th>Date</th>
<th>June 21st, 2020</th>
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</thead>
<tbody>
<tr>
<td>Rain Date</td>
<td>June 27th, 2020</td>
</tr>
<tr>
<td>Time</td>
<td>Approx 10:00 pm - Dusk</td>
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</tbody>
</table>

## Authority Having Jurisdiction

<table>
<thead>
<tr>
<th>Fire Marshal / Fire Chief (Circle one)</th>
<th>Name</th>
<th>Address</th>
</tr>
</thead>
</table>

## Alternate Contact

<table>
<thead>
<tr>
<th>Name</th>
<th>Suzanne Sharpe</th>
</tr>
</thead>
<tbody>
<tr>
<td>Address</td>
<td>1081 Indianwood Rd</td>
</tr>
<tr>
<td></td>
<td>Lake Orion, MI 48362</td>
</tr>
<tr>
<td>Cell/Office</td>
<td>810-441-3630</td>
</tr>
<tr>
<td>Fax</td>
<td>248-693-9100 ext. 49</td>
</tr>
<tr>
<td>Email</td>
<td><a href="mailto:Suzanne@IwGCC.com">Suzanne@IwGCC.com</a></td>
</tr>
</tbody>
</table>

## Directions to Site from Major Highway

1. Off 1-75 (exit 81), M-24 - Lapeer Rd, M to Indianwood Rd.
2. At Indianwood Rd, Clubhouse is on the left.

## Insurance

<table>
<thead>
<tr>
<th>Contract/certificate holder name</th>
<th></th>
</tr>
</thead>
<tbody>
<tr>
<td>Additionally insured names</td>
<td></td>
</tr>
</tbody>
</table>

From:  Robert Duke  
To:  Chris Barnett; Toth, Daniel R  
Cc:  Julianne Savard  
Subject:  RE: Indianwood Golf Club Fireworks Display Permit Application for 6-26-2020  
Date:  Monday, June 1, 2020 12:27:55 PM  

Julie,

The FD has no issues with the fire works and the area on the plan. I agree with Chris and Lt. about social distancing.

Regards,

Robert S. Duke, EFO - Fire Chief  
Orion Township Fire Department - Fire Administration  
3365 Gregory Road Lake Orion, MI 48359  
Fax: 248.309.6993  

From: Chris Barnett <cbarnett@oriontownship.org>  
Sent: Monday, June 1, 2020 11:53 AM  
To: Toth, Daniel R <tothd@oakgov.com>  
Cc: Julianne Savard <jsavard@oriontownship.org>; Robert Duke <rduke@oriontownship.org>  
Subject: Re: Indianwood Golf Club Fireworks Display Permit Application for 6-26-2020  

I agree with Lt. Toth. It’s up to them to manage the social distancing and Keith has told us they will.

Chris  

Chris Barnett  
Supervisor | Orion Township  
2525 Joslyn Road | Lake Orion, MI 48360  
O: 248.391.0304 ext. 1001 | F: 248.393.6858  
www.oriontownship.org  

On Jun 1, 2020, at 10:12 AM, Toth, Daniel R <tothd@oakgov.com> wrote:

The Indianwood Golf Fireworks has a long safe history and we have no objections to their fireworks display based on previous events

As long as they follow the COVID safety guidelines and modify large group gatherings set forth by the Health Department.

I suppose this could be a requirement to the approval
Good morning Lt. Toth and Chief Duke,

I need this request reviewed, but do we need them to address how they will keep people socially distanced? This has to go on the next agenda, so I need to know ASAP.

Thanks.

Julianne M. Savard
Administrative Assistant
Supervisor’s Office
2525 Joslyn Road, Lake Orion, MI 48360
O: 248.391.0304, ext. 1000   F: 248.393.6858
W: www.oriontownship.org

Good afternoon Chief Duke and Lt. Toth,

Are fireworks displays being allowed this year due to Covid?

Attached is the yearly application from the Indianwood Golf Club for 6-26-2020 (rain date 6-27-2020) for your review.
W: www.oriontownship.org
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: June 15, 2020
Memo Date: June 15, 2020
Subject: Hire FT Clerk Typist - Voter Registration Clerk

REQUEST
To approve the hiring of Alyssa Heinze as a Clerk Typist (full-time, 40 hours per week, Level 4, full benefits)

REASON
Internal candidate and is the recommendation of the Township Clerk to hire Alyssa Heinze, currently in the PT role of Clerk Typist.

PROCESS

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
<th>Expected Invoice Date:</th>
</tr>
</thead>
</table>

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
</tr>
</thead>
</table>

RECOMMENDATION (Motion)
Hire Alyssa Heinze as Clerk Typist - Voter Registration Clerk, a Level 4 Clerical Union position at $18.01 per hour, full time, 40 hours per week, full benefits, effective Monday June 22, 2020.
Agenda Item Summary

To: Township Board Members
From: Chris Barnett, Township Supervisor
Meeting Date: June 9, 2020
Memo Date: June 15, 2020
Subject: ReCollect Service Agreement

REQUEST
The request is to approve the one-year service agreement with ReCollect Systems, Inc.

REASON
Orion Township was awarded a grant from the Recycling Partnership in August 2019, as part of the transition to a single waste hauler. In addition to the portion of the grant which covered the purchase of the recycling carts, there is an educational and outreach component. The remaining grant balance for education and outreach is $7,774. The Township is seeking to use a portion of this balance to enter into a one-year service agreement with ReCollect Systems Inc.

ReCollect is a technology company that provides digital tools to help government and waste haulers reduce recycling contamination, lower call volumes, increase diversion, teach proper recycling habits, and build actionable insights, while encouraging individuals to be better recyclers. The two ReCollect tools included in this agreement are the Collection Calendar and the Waste Wizard.

The Collection Calendar allows residents to easily find their collection day and subscribe to weekly collection reminders (which automatically adjust for holidays). The Township will be able to send out educational messaging with alerts to remind residents how to recycle right or promote other Township services, in addition to sending out notifications to either all Township subscribers or to specific routes when collections are delayed for emergencies/snow, there is a holiday delay, or other communication needs.

The Waste Wizard is a tool resident can access to identify what waste goes where by offering disposal instructions for the item they search. It will also guide residents to where and when they can dispose of electronic or other household hazardous waste materials. This tool is currently used by RRRASOC, the materials recovery facility (MRF) where Orion Township residential recycling materials are delivered.

PROCESS
The Township will be entering the ReCollect agreement from the SourceWell awarded contract. SourceWell is a government agency offering competitively solicited contracts for use by education, government, and nonprofits, of which the Township is already a free member; resulting in additional savings for the Township. All SourceWell contracts have already been competitively solicited, reviewed, and evaluated.
The Service Schedule, including the details on the tools, implementation, and maintenance and support are included in Schedule C of the Service Agreement, starting on page 13.

**BUDGET**

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>☒</th>
<th>Project/Grant Tracking?</th>
<th>☒</th>
<th>Reviewed by Budget Director?</th>
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<tr>
<th>Fund Name</th>
<th>Account No.</th>
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<td>Administrative Service Charge</td>
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<td>$5,387.40</td>
<td>$2,386.60</td>
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**RECOMMENDATION (Motion)**
1. Agreement

This Master Services Agreement (this “Agreement”) is made as of the Effective Date set forth below between RECOLLECT SYSTEMS INC., a British Columbia company having an address at Suite 528 - 3381 Cambie St., Vancouver BC V5Z 4R3, Canada ("ReCollect") and the Customer set forth under Section 2 below and includes: (a) Sections 1-6 of this Master Service Agreement (the “Cover Pages”); (b) the Schedule entitled “General Terms and Conditions”, (c) each other schedule listed in Section 5 below (and all service terms and conditions set forth therein) or subsequently entered into by the parties (together with the General Terms and Conditions, the “Schedules”); and (d) all order forms issued and accepted hereunder (each, an “Order Form”). Each service (“Service”) provided hereunder shall be the subject of a Schedule (a “Service Schedule”) that shall include a description of such Service and any additional terms and conditions applicable to such Service. After the Effective Date, the parties may include additional Services by attaching new Service Schedules and Order Forms. Each such Service Schedule shall be effective on the date specified in the applicable Order Form (or if not specified, on the date the applicable Order Form is signed by both parties). The General Terms and Conditions shall apply until the last expiration date of any Service Schedule or Services offered under this Agreement.

Effective Date: July 1, 2020
Termination Date: June 30, 2021
Contract Number: 2020546v01
Initial Subscription Amount: $5,387.40
One-time Fees: 0
Service Addresses or Population <50,000

2. Customer Information

Customer: Charter Township of Orion
Contact Name: Samantha Timko
Contact Title: Chief Assistant
Address: 2525 Joslyn Road
City, State/Province, Zip/Postal Code: Lake Orion, MI, 48360
Phone: 248.391.0304
Email: stimko@oriontownship.org
SourceWell Member Number 86905

3. Billing Information

Contact Name: Samantha Timko
Contact Title: Chief Assistant
Billing Address: 2525 Joslyn Road
City, State/Province, Zip/Postal Code: Lake Orion, MI, 48360
Phone: 248.391.0304
Email: stimko@oriontownship.org
4. **ReCollect Information**

Address: ReCollect Systems Inc.
Suite 528 - 3381 Cambie St.
Vancouver, BC, V5Z 4R3, Canada

Contact Name: Luke Closs
Phone: 1-888-291-0604 x304
Email: contracts@recollect.net

5. **Schedules**

List of included Schedules:
A. General Terms and Conditions
B. Order Form
C. Service Schedule
D. [Special Terms and Conditions]

6. **Authorization**

Customer acknowledges that it has read and understands this Agreement.

This Agreement is executed as of the Effective Date by authorized representatives of Customer and ReCollect:

**RECOLLECT SYSTEMS INC.**

Signature: ____________________________
Name: ________________________________
Title: ________________________________

**CHARTER TOWNSHIP OF ORION**

Signature: ____________________________
Name: ________________________________
Title: ________________________________
1. **INTERPRETATION**

1.1. Defined terms set forth on the Cover Pages apply to these General Terms and Conditions and each of the Schedules.

1.2. All references to dollars or “$” in this Agreement refer to US dollars, if the Customer’s address as set forth on the Cover Pages is not within Canada, or to Canadian dollars, if the Customer’s address as set forth on the Cover Pages is within Canada.

1.3. In these General Terms and Conditions, reference to a section or article refers to a section or article of these General Terms and Conditions unless otherwise indicated. The headings contained herein are for reference purposes only and shall not affect in any way the meaning or interpretation of this Agreement. The words “include,” “includes” and “including” when used herein shall be deemed in each case to be followed by the words “without limitation.” Unless the context of this Agreement otherwise requires: (i) words of any gender include each other gender and neutral forms of such words, (ii) words using the singular or plural number also include the plural or singular number, respectively, (iii) the terms “hereof,” “herein,” “hereto,” “hereunder” and derivative or similar words refer to this entire Agreement, (iv) references to clauses without a cross-reference to a Section or subsection are references to clauses within the same Section or, if more specific, subsection, (v) references to any Person include the successors and permitted assigns of such Person and (vi) references from or through any date shall mean, unless otherwise specified, from and including or through and including, respectively. The word “extent” in the phrase “to the extent” means the degree to which a subject or other thing extends and such phrase shall not mean simply “if.”

1.4. In this Agreement:

“**Action**” means any claim, action, cause of action, demand, lawsuit, arbitration, inquiry, audit, notice of violation, proceeding, litigation, citation, summons, subpoena or investigation of any nature, civil, criminal, administrative, investigative, regulatory or other, whether at Law, in equity or otherwise.

“**Affiliate**” means any entity controlling, controlled by or under common control with a party (in each case whether directly or indirectly) where “control” means the ownership of greater than 50% of the equity or beneficial interest of the party or that entity or the right to vote for or appoint a majority of the board of directors or other governing body of the party or that entity.

“**API**” means the application programming interface of ReCollect, which may be used to interact with the ReCollect Platform from third-party software applications.

“**App Store Addendum**” means the App Store Addendum, if any, attached to and forming part of this Agreement.

“**Business Day**” means any day of the year, other than a Saturday, Sunday or statutory holiday in Vancouver, British Columbia.

“**Confidential Information**” means all information disclosed by a party (the “**Disclosing Party**”) to the other party (the “**Receiving Party**”), whether orally or in writing, that is designated as confidential or that reasonably should be understood to be confidential given the nature of the information and the circumstances of disclosure. ReCollect’s Confidential Information includes the ReCollect Platform, and each party’s Confidential Information includes its business and marketing plans, technology and technical information, product plans and designs and business processes disclosed by such party. However, Confidential Information does not include any information that (i) is or becomes generally known to the public without breach of any obligation owed to the Disclosing Party; (ii) was known to the Receiving Party prior to its disclosure by the Disclosing Party without breach of any obligation owed to the Disclosing Party; (iii) is received from a third party without breach of any obligation owed to the Disclosing Party; or (iv) was independently developed by the Receiving Party.

“**Customer Content**” means (i) all Intellectual Property created, acquired, or licensed by the Customer or its Representatives and provided to ReCollect or distributed by the Customer or its Representatives via the ReCollect Platform; (ii) any other materials or information (including any documents, data, graphics, images, text and content) provided by or on behalf of Customer or any User to the extent prepared without any contribution by ReCollect; and (iii) any modifications, enhancements, adaptations or derivative works of any of the foregoing.

“**Customer Data**” means all proprietary and confidential data provided by the Customer for use, storage, or access by ReCollect in the course of providing the Services, and/or any data created or made available to ReCollect by Users.
"Damages" means any losses, liabilities, damages or out-of-pocket expenses (including reasonable legal fees and expenses).

"Effective Date" means the Effective Date set forth on the first page of this Agreement.

"Intellectual Property" means any domestic or foreign intellectual property, registered or unregistered, including patents, copyrights, designs, trade-marks, trade names, business names, corporate names, inventions, trade secrets, proprietary and non-public business information, Confidential Information, know-how, methods, processes, technology, software, data, schematics, content, specifications, graphics, photos, logos, artwork and documentation relating to any of the foregoing.

"Fees" has the meaning given in Section 5.1.

"Governmental Authority" means any federal, provincial, territorial, municipal or foreign government or political subdivision thereof, or any agency or instrumentality of such government or political subdivision, or any self-regulated organization or other non-governmental regulatory authority or quasi-governmental authority (to the extent that the rules, regulations or orders of such organization or authority have the force of Law), or any arbitrator, court or tribunal of competent jurisdiction.

"Law" means any statute, ordinance, regulation, rule, code, constitution, treaty, common law, order or other requirement or rule of law of any Governmental Authority.

"Personal Information" means any information about an identifiable individual collected by ReCollect in the course of providing the Services (other than the name, title and business contact information of the Customer's Representatives).

"Population" means the population within the municipality, region or other area served by the Customer in the course of the Customer's waste collection service.

"ReCollect Content" means any Intellectual Property created, acquired, or licensed by ReCollect and included in the ReCollect Platform and/or the Services, other than Customer Content.

"ReCollect Materials" means the ReCollect Platform, the ReCollect Content, the ReCollect Systems and any and all other information, data, documents, materials, works and other content, devices, methods, processes, hardware, software and other technologies and inventions, including any deliverables, technical or functional descriptions, requirements, plans or reports, that are provided or used by ReCollect in connection with the Services or otherwise comprise or relate to the Services, the ReCollect Platform or the ReCollect Systems. For the avoidance of doubt, ReCollect Materials do not include Customer Content.

"ReCollect Systems" means the information technology infrastructure used by or on behalf of ReCollect in performing the Services, including all computers, software, hardware, databases, electronic systems (including database management systems) and networks, whether operated directly by ReCollect or through the use of third-party services.

"ReCollect Platform" means ReCollect mobile phone applications, web widgets, back-office administration dashboard, APIs and any third-party or other software that ReCollect provides remote access to, or a license to use, as part of the Services, and all new versions, updates, revisions, improvements and modifications of the foregoing.

"Renewal Term" has the meaning given in Section 4.2.

"Representative" means, with respect to a party, any employee, contractor (excluding the other party), agent or representative of a party.

"Service Critical Incidents" means any defect in the ReCollect Platform that significantly impairs the Customer's ability to use the ReCollect Platform.

"Services" has the meaning given in Section 1 of the Cover Pages.

"Service Address" means a residential or business address served by the Customer in the course of the Customer's waste collection service.

"Taxes" has the meaning given in Section 5.4.

"Term" has the meaning given in Section 4.2.

"Termination Date" has the meaning given in Section 1 of the Cover Pages.
"Unavoidable Event" means, in respect of a party, any event beyond the reasonable control of such party, including acts of God, flood, labor disturbances, earthquakes, storms, fire, lightning, epidemic, war, riots, civil disturbance or disobedience, restraint by government body, or default by a third party internet, infrastructure or service provider.

"User" means an end user of the Services.

"Waste Wizard" means the functionality in the ReCollect Platform that allows a customer to search by item to determine the correct way to dispose of the item.

2. SERVICES

2.1. ReCollect will provide the Services set forth in each Order Form to Customer and its authorized Users during the Term in accordance with the terms and conditions set forth in this Agreement and in accordance with the description of the Services in the applicable Service Schedule.

2.2. ReCollect hereby grants, and Customer hereby accepts, a limited and non-exclusive license to use the ReCollect Platform during the Term upon the terms and conditions specified in this Agreement.

2.3. Customer will reasonably cooperate with and assist ReCollect in order to coordinate the performance of ReCollect's obligations under this Agreement, including by furnishing all Customer Data and Customer Content reasonably requested by ReCollect.

3. APP STORE MANAGEMENT

3.1. If necessary in order to perform the Services, ReCollect and Customer will comply with the terms and conditions of the App Store Addendum (if any) in relation to management of app store accounts as part of the Services.

4. TERM

4.1. This Agreement is effective as of the Effective Date and, unless terminated earlier in accordance with this Agreement, will continue for an initial term expiring on the Termination Date.

4.2. This Agreement shall automatically renew on the Termination Date or the last day of the then-current Renewal Term for additional one (1) year periods (each a "Renewal Term"), unless a party provides written notice of termination to the other party at least 30 days before the Termination Date or the end of the then-current Renewal Term, as applicable (in which case this Agreement will terminate on the Termination Date or at the end of the then-current Renewal Term, as applicable). The "Term" shall mean the initial term beginning on the Effective Date and ending on the Termination Date together with any Renewal Terms.

5. FEES AND PAYMENT TERMS

5.1. Fees. Customer will pay to ReCollect the fees set forth in each Order Form (the "Fees"). Payment obligations are non-cancellable and Fees paid are non-refundable except as expressly provided herein. Quantities purchased cannot be decreased during the Term.

5.2. Service Addresses / Population. ReCollect sets its Fees based on the number of Service Addresses of the Customer and/or the Population of the Customer’s service area as applicable. To the extent that Customer uses the Services for a number of Service Addresses in excess of the number of Service Addresses specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), or to serve a population greater than the Population specified on the Cover Pages (as may be updated by subsequent Order Forms from time to time), ReCollect will be entitled to increase the Fees proportionately upon written notice to the Customer.

5.3. Inflation. The Fees will increase on each one year anniversary of the Effective Date by the rate of CPI inflation as defined by the United States Bureau of Labor Statistics (if Customer’s address as set forth on the Cover Pages is not within Canada) or as defined by Statistics Canada (if Customer’s address as set forth on the Cover Pages is within Canada).

5.4. Payment terms. ReCollect will invoice Customer annually in advance in respect of the Fees due upon signing this Agreement for the first year of the Term. Subsequent invoices will be sent for each subsequent year of the Term. Payment will be due 30 days following receipt of ReCollect's invoice. Customer is responsible for providing ReCollect with complete and accurate billing and contact information and notifying ReCollect of any changes to such information.

5.5. Taxes. The Fees do not include any taxes, levies, duties or similar governmental assessments of any nature, including, for example, value-added, sales, use or withholding taxes, assessable by any jurisdiction whatsoever (collectively, "Taxes"). Customer is responsible for paying all Taxes associated with its purchase of Services. If ReCollect has the obligation to pay or collect Taxes for which Customer is responsible under this Section 5.4,
ReCollect will invoice Customer for the amount of the Taxes and Customer will pay the amount to ReCollect unless it first provides ReCollect with a valid tax exemption certificate authorized by the appropriate taxing authority.

5.6. **Overdue charges.** ReCollect has the right to apply an overdue fee of 1.5% per month (equivalent to 19.6% per year) to accounts which undisputed amounts are not paid by the due date.

5.7. **Suspension of service.** If any undisputed amounts owing by Customer are 60 or more days overdue, ReCollect may, without limiting its other rights and remedies, suspend its provision of ReCollect Services to Customer until such amounts are paid in full.

5.8. **Payment Disputes.** ReCollect will not exercise its rights under Sections 5.6 and 5.7 if Customer is disputing the applicable charges reasonably and in good faith and is cooperating diligently to resolve the dispute.

5.9. **Credit Card payments.** There is a 2.5% handling charge for accepting payment by credit card for invoices.

5.10. **Fees for Renewal Terms.** The applicable Fees for any Renewal Term will be mutually agreed to by the parties before the start of the Renewal Term. If the parties do not come to agreement as to the appropriate Fees, the Fees in place immediately prior to the commencement of the Renewal Term will continue to apply (subject to Sections 5.2 and 5.3) until the parties come to agreement; or, at ReCollect's option, this Agreement may be terminated upon notice to the Customer by ReCollect.

6. **INTELLECTUAL PROPERTY RIGHTS**

6.1. Title to the ReCollect Materials (excluding any Customer Content incorporated therein) shall at all times remain with ReCollect or its third party licensors as applicable. Customer acknowledges that the Services and the ReCollect Materials are proprietary to ReCollect and that all rights thereto are owned by ReCollect or its third party licensors as applicable. The Customer further acknowledges that the ReCollect Materials contain trade secrets of ReCollect and that the ReCollect Materials are protected by U.S., Canadian and international copyright and other Intellectual Property Laws and treaties. Under no circumstances will a copy of any software comprising the ReCollect Platform be provided to the Customer. The Customer shall not reverse engineer or directly or indirectly allow or cause a third party to reverse engineer the whole or any part of the ReCollect Platform.

6.2. Customer represents and warrants that it either owns or has permission to use the Customer Content, and it hereby grants ReCollect a limited and non-exclusive license to use the Customer Content during the Term in connection with the Services.

6.3. ReCollect represents and warrants that it either owns or has permission to use the ReCollect Content, and it hereby grants the Customer a limited and non-exclusive license to use the ReCollect Content during the Term in connection with the Services.

6.4. ReCollect further represents and warrants that the provision of the ReCollect Services will not infringe any third party intellectual property rights enforceable in Canada or the United States, provided that if ReCollect believes or it is determined that any part of the software comprising the ReCollect Services has or may have violated a third party's Intellectual Property Rights, ReCollect may choose to either modify the ReCollect Services to be non-infringing (while substantially preserving their utility) or obtain a license to allow for continued use, or if these alternatives are not commercially reasonable, ReCollect may terminate this Agreement without penalty other than to refund any portion of the Fees attributable to the period following the date of such termination.

6.5. The Customer hereby grants ReCollect a worldwide, perpetual, irrevocable, royalty-free licence to use and incorporate into the ReCollect Platform any suggestion, enhancement request, recommendation, correction or other feedback provided by the Customer or its Representatives relating to the Services and/or the ReCollect Platform.

7. **DATA SECURITY AND PRIVACY**

7.1. **Data Ownership.** The Customer shall retain all right, title and interest in and to the Customer Data. ReCollect shall have the right to collect and analyze data and other information relating to the provision, use and performance of various aspects of the Services and the ReCollect Platform (including, without limitation, data obtained as a result of analyzing the Customer Data and data derived therefrom), and ReCollect will be free to use such information and data to provide the Services, to improve and enhance the ReCollect Platform and for other development, diagnostic and corrective purposes for its internal business use. In no event shall ReCollect otherwise reproduce, sell, disclose, publicize or exploit Customer Data without the prior written consent of the Customer.

7.2. **ReCollect's obligations.**

7.2.1. In the course of providing the ReCollect Services, ReCollect may collect, use, store, retain, transfer, disclose and/or dispose of ("Handle" or "Handling") Personal Information.
7.2.2. ReCollect’s Handling of Personal Information is subject to its "Terms of Use" (https://policy.recollect.net/terms) and "Privacy Policy" (https://policy.recollect.net/privacy) in effect from time to time, as posted to its website.

7.2.3. ReCollect shall not Handle Personal Information except in compliance with applicable privacy Laws. ReCollect is solely responsible for the use of Personal Information by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information. Without limiting the generality of the foregoing:

(a) ReCollect shall use industry accepted practices to protect Personal Information in its custody or control against theft, loss and unauthorized use or disclosure.

(b) Whenever ReCollect transfers Personal Information over the internet, it will employ appropriate cryptographic protocols such as Transport Layer Security (TLS) encryption.

(c) ReCollect shall keep confidential all Personal Information and will not disclose Personal Information to third parties (which for clarity does not include its employees and agents, to the extent such persons require such Personal Information for the purpose of ReCollect’s provision of the ReCollect Services), except as may be required by Law.

7.2.4. ReCollect will notify the Customer at the first reasonable opportunity, and in any event within 24 hours of becoming aware that any Personal Information has been stolen, lost, or accessed by unauthorized persons.

7.2.5. ReCollect shall ensure its servers are monitored at all times, and take immediate remedial action if its servers are down or use of the Services is otherwise unavailable.

7.2.6. ReCollect shall grant the Customer one month of free service should the Services experience downtime of more than 10 hours in a month, other than planned downtime for reasons of maintenance. ReCollect shall give the Customer 72 hours’ notice in advance to any planned downtime, and such downtime will be scheduled during off-peak times of the week, no more than 8 hours per month.

7.2.7. Upon the Customer’s request, ReCollect will immediately suspend or disable general access or the access of any specific persons to the Services, and, upon the Customer’s request, restore such access. During the Term, and except as otherwise provided in this Agreement, ReCollect shall not suspend, disable, or restore such access without the Customer’s consent.

7.2.8. Within 10 Business Days of the termination of this Agreement, ReCollect shall provide the Customer a copy of all Personal Information and written confirmation of the deletion of all Personal Information from all servers under its control.

7.3. Customer’s Obligations

7.3.1. The Customer shall not Handle Personal Information except in compliance with applicable privacy Laws. The Customer is solely responsible for the use of Personal Information and the ReCollect Platform by its Representatives, and shall ensure that all such persons comply with applicable Laws, including applicable privacy Laws, regarding the Handling of Personal Information.

7.3.2. The Customer shall take all reasonable measures to ensure that the ReCollect Platform is protected against use or access by unauthorized persons.

7.3.3. The Customer shall notify ReCollect at the first reasonable opportunity, and in any event within 24 hours if it becomes aware that any Personal Information accessible through the ReCollect Platform is stolen, lost, or accessed by unauthorized persons.

7.3.4. The Customer will not use the ReCollect Platform to store or transmit (i) unauthorized, infringing, libelous, or otherwise unlawful or tortious material, (ii) material in violation of third-party privacy rights, or (iii) code, files, scripts, agents or programs intended to do harm, including, for example, computer viruses or malware. Customer acknowledges that the ReCollect Platform is a passive conduit for the transmission of Customer Content and ReCollect shall have no liability for any errors or omissions or for any material described in clauses (i) through (iii) of the previous sentence, or for any losses, Damages, claims, suits or other Actions arising out of or in connection with any Customer Content sent, accessed, posted or otherwise transmitted via the ReCollect Platform.

7.3.5. The Customer’s access to the ReCollect Platform is subject to ReCollect’s reasonable rules and restrictions in effect from time to time. ReCollect will provide the Customer notice in writing of any such rules and restrictions or changes thereto.
7.4. **Data Backup.** The Services do not include any backup of Customer Data and they do not replace the need for Customer to maintain regular data backups or redundant data archives. **RECOLLECT HAS NO OBLIGATION OR LIABILITY FOR ANY LOSS, ALTERATION, DESTRUCTION, DAMAGE, CORRUPTION OR RECOVERY OF CUSTOMER DATA.**

8. **CONFIDENTIALITY**

8.1. **Required Disclosure.** Each party may disclose this Agreement and the terms hereof if and to the extent required by law. If permitted by law, the party so required to disclose this Agreement agrees to give the other party prior notice of any such disclosure.

8.2. **Protection of Confidential Information.** Neither party will use or disclose any Confidential Information of the other party except as expressly permitted by this Agreement. Each party will direct its Representatives to comply with this Section 8.2 and will be responsible for any breach of this Section 8.2 by its Representatives.

9. **REPRESENTATIONS, WARRANTIES AND COVENANTS**

9.1. Each party represents and warrants to the other party that:

9.1.1. it is a corporation or Governmental Authority formed and validly existing in the jurisdiction of its formation;

9.1.2. it has all required power and capacity to enter into this Agreement, to grant the rights and licenses granted under this Agreement and to perform its obligations under this Agreement;

9.1.3. the execution of this Agreement by its Representative whose signature is set forth on the applicable execution pages hereof has been duly authorized by all necessary action on its part; and

9.1.4. when executed and delivered by each of the parties, this Agreement will constitute the legal, valid and binding obligation of such party, enforceable against such party in accordance with its terms.

9.2. ReCollect represents, warrants and covenants to Customer that it will perform the Services using personnel of required skill, experience and qualifications and in a professional and workmanlike manner in accordance with generally recognized industry standards for similar services and will devote adequate resources to meet its obligations under this Agreement.

9.3. Customer represents, warrants and covenants to ReCollect that Customer owns or otherwise has, and will have, the necessary rights and consents in and relating to the Customer Data so that, as received by ReCollect and Processed in accordance with this Agreement, they do not and will not infringe, misappropriate or otherwise violate any Intellectual Property Rights, or any privacy or other rights of any third party or violate any applicable Law.

9.4. **DISCLAIMER OF CONDITIONS AND WARRANTIES.** EXCEPT FOR THE EXPRESS WARRANTIES SET FORTH IN SECTION 9.1, SECTION 9.2 AND SECTION 9.3, ALL SERVICES AND RECOLLECT MATERIALS ARE PROVIDED "AS IS" AND RECOLLECT HEREBY DISCLAIMS ALL CONDITIONS AND WARRANTIES, WHETHER EXPRESS, IMPLIED, STATUTORY OR OTHERWISE UNDER THIS AGREEMENT, AND RECOLLECT SPECIFICALLY DISCLAIMS ALL IMPLIED CONDITIONS AND WARRANTIES OF MERCHANTABILITY, FITNESS FOR A PARTICULAR PURPOSE, TITLE AND NON-INFRINGEMENT, AND ALL WARRANTIES ARISING FROM COURSE OF DEALING, USAGE OR TRADE PRACTICE. WITHOUT LIMITING THE FOREGOING, RECOLLECT MAKES NO CONDITION OR WARRANTY OF ANY KIND THAT THE SERVICES OR RECOLLECT MATERIALS, OR ANY PRODUCTS OR RESULTS OF THE USE THEREOF, WILL (a) MEET CUSTOMER'S OR ANY OTHER PERSON'S REQUIREMENTS; (b) OPERATE WITHOUT INTERRUPTION; (c) ACHIEVE ANY INTENDED RESULT; (d) BE COMPATIBLE OR WORK WITH ANY SOFTWARE, SYSTEM OR OTHER SERVICES EXCEPT IF AND TO THE EXTENT EXPRESSLY SET FORTH IN THIS AGREEMENT; OR (e) BE SECURE, ACCURATE, COMPLETE, FREE OF HARMFUL CODE OR ERROR FREE. WITHOUT LIMITING THE FOREGOING, IN NO EVENT SHALL RECOLLECT HAVE ANY LIABILITY TO THE CUSTOMER OR ANY THIRD PARTY FOR PERSONAL INJURY (INCLUDING DEATH) OR PROPERTY DAMAGE ARISING FROM FAILURE OF THE RECOLLECT SERVICE TO DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

10. **INDEMNIFICATION**

10.1. **ReCollect Indemnification.** ReCollect shall indemnify, defend and hold harmless Customer from and against any and all Damages incurred by Customer arising out of or relating to any Action by a third party (other than an Affiliate of Customer) to the extent that such Damages arise from any allegation in such Action that Customer's or a User's use of the Services (excluding Customer Data and Customer Content) in compliance with this Agreement infringes any third party's Intellectual Property rights. The foregoing obligation does not apply to any Action or Damages arising out of or relating to any:
10.1.1. access to or use of the Services or ReCollect Materials in combination with any hardware, system, software, network or other materials or service not provided or authorized in writing by ReCollect;  

10.1.2. modification of the Services or ReCollect Materials other than: (i) by or on behalf of ReCollect; or (ii) with ReCollect’s written approval in accordance with ReCollect’s written specification; or  

10.1.3. failure to timely implement any modifications, upgrades, replacements or enhancements made available to Customer by or on behalf of ReCollect.  

10.2. **Customer Indemnification.** Customer shall indemnify, defend and hold harmless ReCollect from and against any and all Damages incurred by ReCollect in connection with any Action by a third party (other than an Affiliate of ReCollect) to the extent that such Damages arise out of or relate to any:  

10.2.1. Customer Data, including any Processing of Customer Data by or on behalf of ReCollect in accordance with this Agreement; or  

10.2.2. ReCollect’s use of Customer Content in providing the Services in accordance with this Agreement.  

10.3. **Indemnification Procedure.** Each party shall promptly notify the other party in writing of any Action for which such party believes it is entitled to be indemnified under Section 10.1 or Section 10.2, as the case may be. The party seeking indemnification (the “Indemnitee”) shall cooperate with the other party (the “Indemnitor”) at the Indemnitor’s sole cost and expense. The Indemnitor shall immediately take control of the defence and investigation of such Action and shall employ counsel reasonably acceptable to the Indemnitee to handle and defend the same, at the Indemnitor’s sole cost and expense. The Indemnitee’s failure to perform any obligations under this Section 10.3 will not relieve the Indemnitor of its obligations under this Section 10 except to the extent that the Indemnitor can demonstrate that it has been materially prejudiced as a result of such failure. The Indemnitee may participate in and observe the proceedings at its own cost and expense with counsel of its own choosing.  

10.4. **Mitigation.** If any of the Services or ReCollect Materials are, or in ReCollect’s opinion are likely to be, claimed to infringe, misappropriate or otherwise violate any third-party’s Intellectual Property rights, or if Customer’s or any User’s use of the Services or ReCollect Materials is enjoined or threatened to be enjoined, ReCollect may, at its option and sole cost and expense:  

10.4.1. obtain the right for Customer to continue to use the Services and ReCollect Materials materially as contemplated by this Agreement;  

10.4.2. modify or replace the Services and ReCollect Materials, in whole or in part, to seek to make the Services and ReCollect Materials (as so modified or replaced) non-infringing, while providing materially equivalent features and functionality, in which case such modifications or replacements will constitute Services and ReCollect Materials, as applicable, under this Agreement; or  

10.4.3. by written notice to Customer, terminate this Agreement with respect to all or part of the Services and ReCollect Materials, and require Customer to immediately cease any use of the Services and ReCollect Materials or any specified part or feature thereof, provided that, if such termination occurs, Customer will be entitled to a refund of any portion of the previously paid Fees attributable to the period following the date of such termination.  

10.5. THIS SECTION 10 SETS FORTH CUSTOMER’S SOLE REMEDIES AND RECOLLECT’S SOLE LIABILITY AND OBLIGATION FOR ANY ACTUAL, THREATENED OR ALLEGED CLAIMS THAT THIS AGREEMENT OR ANY SUBJECT MATTER THEREOF (INCLUDING THE SERVICES AND RECOLLECT MATERIALS) INFRINGES, MISAPPROPRIATES OR OTHERWISE VIOLATES ANY THIRD PARTY INTELLECTUAL PROPERTY RIGHT.  

11. **LIMITATION OF LIABILITY**  

11.1. **Mutual Limitation of Liability.** Neither party’s liability with respect to this Agreement will exceed one million dollars ($1,000,000), the above limitation applies whether an action is under contract, tort (including without limitation, negligence and strict liability), or any other legal theory.  

11.2. **Exclusion of Consequential and Related Damages.** In no event shall ReCollect be liable to the Customer or any third party for lost profits, lost revenues, lost savings, or incidental, consequential or indirect, punitive or special damages howsoever arising, including without limitation arising out of the operation of or inability to operate the Services or the ReCollect Platform. Without limiting the foregoing, in no event shall ReCollect have any liability to the Customer or any third party for personal injury (including death) or property damage arising from failure of the ReCollect service to
DELIVER AN ELECTRONIC MESSAGE, HOWEVER CAUSED AND UNDER ANY THEORY OF LIABILITY, EVEN IF RECOLLECT HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGE.

12. TERMINATION

12.1. Termination. In addition to any other express termination right set forth elsewhere in this Agreement:

12.1.1. ReCollect may terminate this Agreement, effective on written notice to Customer, if Customer fails to pay any amount when due hereunder, and such failure continues more than 60 days after ReCollect's delivery of written notice thereof.

12.1.2. either party may terminate this Agreement, effective on written notice to the other party, if the other party materially breaches this Agreement, and such breach:

(a) is incapable of cure; or
(b) being capable of cure, remains uncured 30 days after the non-breaching party provides the breaching party with written notice of such breach.

12.2. Effect of Expiration or Termination. Upon any expiration or termination of this Agreement, except as expressly otherwise provided in this Agreement:

(a) all rights, licenses, consents and authorizations granted by either party to the other hereunder will immediately terminate;

(b) ReCollect shall immediately cease all use of any Customer Data or Customer's Confidential Information and

(i) promptly return to Customer, or at Customer's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on Customer Data or Customer's Confidential Information; and

(ii) erase all Customer Data and Customer's Confidential Information from the ReCollect Systems;

(c) Customer shall immediately cease all use of any Services or ReCollect Materials and

(i) promptly return to ReCollect, or at ReCollect's written request destroy, all documents and tangible materials containing, reflecting, incorporating or based on any ReCollect Materials or ReCollect's Confidential Information; and

(ii) erase all ReCollect Materials and ReCollect's Confidential Information from all computer systems that Customer directly or indirectly controls;

(d) notwithstanding anything to the contrary in this Agreement, with respect to information and materials then in its possession or control:

(i) the Receiving Party may retain the Disclosing Party's Confidential Information in its then current state and solely to the extent and for so long as required by applicable Law;

(ii) ReCollect may retain Customer Data in its then current state and solely to the extent and for so long as required by applicable Law;

(iii) Customer may retain ReCollect Materials in its then current state and solely to the extent and for so long as required by applicable Law;

(iv) ReCollect may also retain Customer Data in its backups, archives and disaster recovery systems until such Customer Data is deleted in the ordinary course; and

(v) all information and materials described in this Section 12.2(d) will remain subject to all confidentiality, security and other applicable requirements of this Agreement;

(e) ReCollect may disable all Customer and User access to the Services and ReCollect Materials;

(f) if Customer terminates this Agreement under Section 12.1.2, Customer will be relieved of any obligation to pay any Fees attributable to the period after the effective date of such termination and ReCollect will refund to Customer all Fees paid in advance for Services that ReCollect has not performed as of the effective date of termination; and

(g) if ReCollect terminates this Agreement under Section 12.1.1 or Section 12.1.2, all Fees that would have become payable had this Agreement remained in effect until expiration of the Term will become immediately due and payable, and Customer shall pay such Fees, together with all previously-accrued but not yet paid Fees, on receipt of ReCollect's invoice therefor.
12.3. **Surviving Terms.** The provisions set forth in the following sections, and any other right or obligation of the parties in this Agreement that, by its nature, should survive termination or expiration of this Agreement, will survive any expiration or termination of this Agreement: Section 6, Section 7, Section 8, Section 11, Section 12 and Section 13.

13. **EMERGENCY NOTIFICATIONS**

13.1. Customer covenants and agrees that it has and will maintain primary safety and emergency response procedures, including, without limitation, notifying 911 or equivalent fire, police, emergency medical and public health officials (collectively, "First Responders"). Customer acknowledges and agrees that ReCollect is not a First Responder, and that the ReCollect Services do not serve as a substitute for Customer’s own emergency response plan, which in the event of an actual or potential imminent threat to person or property, shall include contacting a First Responder prior to using the ReCollect Services.

14. **GENERAL**

14.1. **Notices.** Any notice required or permitted to be given to the parties by this Agreement or by Law may be delivered to the intended recipient at its address or e-mail address set forth on the Cover Pages. Any party may change its address for notice from time to time by notice given in accordance with the foregoing, and any subsequent notice shall be sent to such party at its changed address.

14.2. **Assignment.** Neither party may transfer or assign its rights and obligations under this Agreement without obtaining the other party’s prior written consent except to an Affiliate of such party (in which case, the party will remain liable for such Affiliate’s actions or omissions) or to a purchaser of all or substantially all of such party’s assets, securities or business.

14.3. **Amendments and Waivers.** This Agreement may not be modified or amended except by written agreement. No provision of this Agreement may be waived except in writing by the party providing the waiver. No failure or delay by either party in exercising any right under this Agreement will constitute a waiver of that right.

14.4. **Entire Agreement.** This Agreement constitutes the entire agreement and understanding between the parties with respect to the matters dealt with herein. All previous agreements, understandings, and representations, whether written or oral, between the parties have been superseded by this Agreement. For greater certainty, the Customer warrants that it has not relied on any representation made by ReCollect which has not been stated expressly in this Agreement, or upon any descriptions, illustrations or specifications contained in any document including publicity material produced by ReCollect.

14.5. **Governing Law.** This Agreement is governed by and will be interpreted and construed in accordance with the Laws of the state or province of the Customer as set forth under “Customer Information” on the Cover Pages.

14.6. **Relationship of the parties.** The parties are independent contractors. This Agreement does not create a partnership, joint venture, agency, fiduciary or employment relationship between the parties.

14.7. **Unavoidable Events.** No party will be regarded as being in default in performance of any obligations under this Agreement, or liable for any Damages, if such party is delayed or hindered in the performance of, or unable to perform, such obligations, or such Damages arise, as a consequence of an Unavoidable Event.

14.8. **Severability.** Any provision of this Agreement which is invalid or unenforceable in any jurisdiction shall, as to that jurisdiction, be ineffective only to the extent of such invalidity or unenforceability and shall be severed from the balance of this Agreement without invalidating or affecting the remaining provisions of this Agreement in that or any other jurisdiction, which remaining provisions shall continue in full force and effect.

14.9. **Execution.** This Agreement may be executed in counterparts by the respective parties, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute one and the same agreement, provided that this Agreement shall be of no force and effect until the counterparts are exchanged. Transmission of an executed signature page by email or other electronic means is as effective as a manually executed counterpart of this Agreement.

______________________________
End of General Terms and Conditions
## SCHEDULE B: ORDER FORM

<table>
<thead>
<tr>
<th>Date: May 16th, 2020</th>
<th>Expiration date: June 30th, 2020</th>
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<tbody>
<tr>
<td>Sourcewell (NJPA) Awarded Contract #041217-RCS</td>
<td>Sourcewell Member ID:86905</td>
</tr>
<tr>
<td>Quote #: 20OTMI-01.1</td>
<td>Organization: Township of Orion, Michigan</td>
</tr>
<tr>
<td>Name: Samantha Timko</td>
<td>Address: 2525 Joslyn Rd, Lake Orion, MI 48360-1951</td>
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</table>

### Annual Subscriptions

<table>
<thead>
<tr>
<th>Product Name</th>
<th>SKU</th>
<th>List Price</th>
<th>Offered Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Collection Calendar</td>
<td>SW-Cal</td>
<td>$3,950.00</td>
<td>$3,753.00</td>
</tr>
<tr>
<td>Waste Wizard</td>
<td>SW-Wiz</td>
<td>$2,350.00</td>
<td>$2,233.00</td>
</tr>
<tr>
<td>Web App</td>
<td>SW-Opt-Web</td>
<td>Included</td>
<td>Included</td>
</tr>
<tr>
<td>Standard Maintenance and Support</td>
<td>Pkg-Sup-Std</td>
<td>$0.00</td>
<td>Waived</td>
</tr>
</tbody>
</table>

**Discounted Subtotal**

| $5,986.00 |

**Bundle Discount**

| $598.60 |

**Total Annual Price**

| $5,387.40 |

### One-Time Products

<table>
<thead>
<tr>
<th>Product Name</th>
<th>SKU</th>
<th>List Price</th>
<th>Offered Price</th>
</tr>
</thead>
<tbody>
<tr>
<td>Standard Calendar Implementation</td>
<td>SW-Impl-Std-Cal</td>
<td>$987.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Standard Waste Wizard Implementation</td>
<td>SW-Impl-Std-Wiz</td>
<td>$587.50</td>
<td>$0.00</td>
</tr>
<tr>
<td>Standard Web App Implementation</td>
<td>SW-Impl-Std-Web</td>
<td>N/A</td>
<td>N/A</td>
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**Subtotal**

| $1,575.00 |

**Total Price**

| $0.00 |

### Totals

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<th>Initial amount due</th>
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<tr>
<td>Subscription amount due each subsequent year</td>
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SCHEDULE C: SERVICE SCHEDULE

Collection Calendar SW-Cal

- Schedule look-up tool:
  - People can search for their collection schedule by entering their address.
  - Predictive search allows for various address formats.
  - Schedules can shift to account for holidays and can handle any level of complexity.
  - Schedules can show multiple and configurable collection types, such as recycling, yard waste, organics, or christmas tree collection.
  - Schedules can display other events, such as household hazardous waste days.
  - Schedules can be address-specific, allowing cities to show different collection schedules or options for residential and multi-family addresses.
  - Addresses searched that are in neighbouring municipalities can generate a custom message with hyperlink directing those users back to the responsible authority.

- Reminders and print calendars:
  - People can sign up for collection day reminders via email, Twitter, Text Message (with Text Messaging add-on), or automated phone call.
  - Schedules can be embedded into Outlook, Apple Calendar, or Google Calendar.
  - Reminders can shift to account for holidays.
  - Free printer-friendly collection calendars unique for every address.
  - Include custom branding on notifications: use your logo, background image, color palette to shape the look and feel and reinforce your brand.

- Campaigns
  - Add educational content to reminders, the web app and mobile app.
  - Let people know about upcoming events, common mistakes or other informative content that can help increase recycling, lower support calls and reduce contamination.
  - Educational campaigns can target people in certain collection routes.

- Service Alerts
  - Send out notifications about collection delays, or other important announcements.
  - Send service alerts to everyone enrolled in reminders, or filter by collection route or a geographic location drawn on a map.

- Proactive Calendar updates
  - Optionally, we can provide calendars for each upcoming year for you to approve.
  - Unapproved calendars are not visible to users until you decide they are correct.

- Admin Console
  - Activity & Reporting dashboard - get detailed stats about how people are using ReCollect.
  - Easily update the collection schedule anytime with drag & drop interface.
  - Add new streams or events.
  - Add educational content to reminders at any time - let people know about upcoming events, common mistakes, or other important information.
  - Monthly activity report emailed to staff, or check the live dashboards anytime.
Waste Wizard SW-Wiz-Std

- Waste Wizard material search
  - People easily search for how to dispose of different materials
  - “Fuzzy” search technology, meaning that results are returned regardless of any typos or misspellings
  - Pre-existing database of thousands of items to help you get started
  - You can add, modify, and delete items and their instructions at any time
  - You can create “aliases” for materials that have more than one name (e.g. soda and pop).

- Depot Guide
  - Include locations and Items that may be dropped off at depots or other locations
  - Depots can be sorted by actual driving distance from your home (if an address was provided)
  - Depots are shown on a map with estimated driving times
  - Optionally add a tab to the Web App which lists all depots on a single map

- Admin Console - administrators can, at any time:
  - Access Activity & Reporting dashboard - get detailed stats about:
    - usage
    - most searched for items
    - items searched for that are not in the wizard (so they can be added)
  - Update the wizard, including:
    - Adding or editing items, setting their stream (trash, recycling, depot, bulk collection, etc.)
    - Set special instructions for each item.
    - Include deposits, landfills and drop off locations, customize content to include map and location results, hours of opening.
    - Add “synonyms” to items so that local variations in terminology, along with common spelling mistakes and typos will give the correct result.
  - Download a Monthly activity report, or have it automatically emailed to staff.

Web App SW-Opt-Web

- Embed the web app on multiple web pages and websites, including your Facebook page, hauler’s website, neighborhood/community websites, etc.
- Responsive design — web app adapts mobile web browsers giving users the best experience for their screen size.
- Need Help:
  - People can select from a list of common help topics.
  - People can learn how to solve problems by themselves, or report them as tickets.
  - Tickets can be automatically forwarded by email, or into a 3-1-1 system (with purchase of a ticketing integration).
- White labeled:
  - We can configure the web app to use your color palette and fonts, so that it matches the look and feel of your website.
  - We can create multiple themes so that the web app has different color palette on each website you embed the web app on.
- Accessibility:
  - Exceeds WCAG 2.0 Level AA, Section 508 compliance, and any other regulatory or legal accessibility compliance requirements for users with disabilities.
  - ReCollect’s Web Apps are regularly audited by a certified accessibility auditor.
Standard Calendar Implementation SW-Impl-Cal-Std

- You provide us with the following:
  - A single file containing all addresses that you service in a format such as CSV, SHP or KML
  - Geographic representation of your collection routes or zones in a standard geographic format such as SHP or KML, or include routes or zones when you provide us with your list of serviced addresses
  - Collection schedules for each of your routes or zones in any format (CSV, PDF, etc.)

- We provide:
  - An initial import of your addresses and routes/zones into ReCollect
    - This allows people to search for their address and find information that is specific to their location.
  - Regular data updates
    - As long as the format of your data doesn’t change, we can perform regular updates by one of the following methods:
      - Fetching it nightly, or weekly from an SFTP server you manage
      - Fetching it nightly, or weekly from your GIS system (e.g. ArcGIS)
      - Using the ReCollect Admin Console to drag-and-drop data files directly into ReCollect.
  - A kickoff call, and meetings throughout the implementation.
  - Administrator training.

- Total implementation hours not to exceed 12 hours in aggregate among ReCollect Staff.

Standard Waste Wizard Implementation SW-Impl-Wiz-Std

- You provide:
  - The completion of our Waste Wizard Set-up form, which asks several questions about how materials are disposed of in your area.

- We provide:
  - Creation of a waste wizard with specific instructions on how people should dispose of materials in your area.
  - Inputting all depots.
  - Pre-canned content.
  - Default imagery for waste materials.
  - A kickoff call, and meetings throughout the implementation.
  - Administrator training.

- Total implementation hours not to exceed 8 hours in aggregate among ReCollect Staff.

Standard Web App Implementation SW-Impl-Web-Std

- We will provide you with a small Web App HTML snippet that you can place on your website.
  - Place the Web App snippet on as many pages and sites as you want.
  - The Web App has been successfully embedded into many CMS systems (e.g. CivicPlus, Civica, Drupal, Granicus, WordPress, Google Sites etc.), and we have never encountered a website that we cannot work with.
  - We also provide specialized plugins for WordPress and Google Sites.
  - Although unlikely, if any challenges arise with embedding the Web App, we will help by working with your CMS or website provider.
  - The ReCollect Promotion Guide to help you promote your new tools.

- Custom styling
  - We will match the colors and font of each website you embed the Web App on.
When you provide us with website URLs where the Web App has been embedded, we will perform quality assurance and testing to make sure the Web App is functioning properly and looks good.

- Total implementation hours not to exceed 5 hours in aggregate among ReCollect Staff.

### Maintenance and Support Pkg-Sup

- Dedicated Customer Success representative.
- 24/7 uptime and performance monitoring
- Email support: Monday - Friday, 6am to 5pm Pacific
- Data maintenance
- Enrollment in the ReCollect Academy
- Service Times:
  - Answers to general questions within two business days
  - Data and other configuration changes within 2 weeks
  - Technical investigation by a ReCollect Support Specialist within 2 weeks
  - Unlimited end-user requests within two business days
  - Up to 15 hours of configuration work per year (e.g. data imports and exports, route changes, help with campaigns and alerts, etc.)
SCHEDULE D: SPECIAL TERMS AND CONDITIONS

These special terms and conditions supersede any inconsistent terms in the general terms and conditions.
Agenda Item Summary

To: Charter Township of Orion Board of Trustees

From: Penny S. Shults

Meeting Date: June 15, 2020

Memo Date: June 9, 2020

Subject: Second Reading – PC-2019-51 Text Amendment to Zoning Ordinance No. 78, Articles 2, 33, and 34, Gingellville Center Overlay & BIZ District Density

REQUEST

Board action on PC-2019-51 Text Amendment to Zoning Ordinance No. 78, Articles 2, 33, and 34, Gingellville Center Overlay & BIZ District Density

REASON

Please refer to documentation for your May 18, 2020 meeting packet (following).

PROCESS

First reading was held on May 18, 2020 and the item was advertised in the May 28, 2020 edition of The Oakland Press for second reading and possible adoption at the June 15, 2020 meeting.

BUDGET

If yes, fill out information below:

<table>
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<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
<th>Reviewed by Budget Director?</th>
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<tr>
<td></td>
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Expected Invoice Date: Click or tap to enter a date.

<table>
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<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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RECOMMENDATION (Motion)

Move to declare that the second reading of PC-2019-51, Text Amendment to Zoning Ordinance #78, Articles 2, 33 & 364, to have been held on June 15, 2020 and to approve/adopt.
TO: Charter Township of Orion Board of Trustees
FROM: Tammy Girling, Planning & Zoning Director
DATE: May 14, 2020
RE: PC-2019-51, Text Amendment to Zoning Ordinance #78, Articles 2, 33, & 34

Over the last several months, the Planning Commission has had discussions on the density allowed in Multi-Family within the Township. The discussion was started after hearing from numerous developers that our allowed density was out of date and well below other communities. As the Zoning Ordinance was examined, it became apparent that the BIZ district, as well as the Gingellville Village Overlay District should be discussed separate from our Multi-Family Districts RM-1 and RM-2. The Planner pointed out that he felt the Master Plan already supported higher density in BIZ and Gingellville Overlay. It was decided to proceed with discussions on BIZ and Gingellville Overlay and have further discussion on RM-1 and RM-2 in the future.

The Planner gave an informative Powerpoint presentation on 11/20/19 about multi-family. I have enclosed the Powerpoint presentation but encourage you to watch the recording of that meeting. The text amendment was discussed on 11/20/19, 2/19/20, and 5/6/20. On May 6, 2020 the following motion was passed by the Planning Commission:

Moved by Commissioner Gross, seconded by Commissioner Walker, that the Planning Commission forwards the recommendation to the Township Board to **approve** and adopt PC-2019-51, Township Initiated Text Amendment to Zoning Ordinance No. 78, Articles 2, 33, and 34, due to the fact that this has had an extensive discussion at a previous meeting with the Planning Commission and it amends the ordinance to correct deficiencies, clarify the ordinance and provide more flexibility in achieving the goals of the Township Master Plan.

Discussion on the motion:

Trustee Steimel stated that they are at a point with the Planning Commission to send it to the Board. But with everything that is going on he didn’t think there was any reason to push it onto the agenda right away.
Planning & Zoning Director Girling said that she had conversations about not sending it immediately because the cost has increased with advertising. The comments that she has been hearing is they don’t know if their old method of advertising is going to come back. She thought that putting the multi-family text amendment on hold, but felt that this text amendment they would finish.

Planning & Zoning Director Girling understood how labor-intensive these are for staff to complete. Looking at the sections, one is just a definition,
really there are just two sections. She said the motion would still remain as it is. She noted that she would inquire about the speed to which it is placed on an agenda. She could work around elections, and workload accordingly.

**Roll call vote was as follows:** Reynolds, yes; Gross, yes; Ryan, yes; Walker, yes; Steimel, yes; Dunaskiss, yes. **Motion carried 6-0 (St. Henry Absent)**

Attached please find: The red-line proposed text, the Public Hearing Minutes, and the 11/20/19, 2/19/20 and 5/6/20 Planning Commission Regular Meeting Minutes, and the Planner’s Powerpoint presentation. Please do not hesitate to contact me with any questions at x 5000.
The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, November 20, 2019 at 7:00pm at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:
Joe St. Henry, Secretary
Don Gross, Vice Chairman
Scott Reynolds, Commissioner
Don Walker, PC Rep to ZBA
John Steimel, BOT Rep to PC
Judy Ryan, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:
Justin Dunaskiss, Chairman

1. OPEN MEETING
Vice Chairman Gross opened the meeting at 7:00pm.

2. ROLL CALL
As noted

CONSULTANTS PRESENT:
Rodney Arroyo, (Township Planner) of Giffels Webster
Eric Fazzini, (Township Planner) of Giffels Webster
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Gary Roberts
Debra Walton

3. MINUTES
A. 10-16-19, Planning Commission Regular Meeting Minutes
B. 10-16-19, PC-2019-48 The Cottages at Gregory Meadows Public Hearing Minutes
C. 11-6-19, Planning Commission Regular Meeting Minutes

Moved by Trustee Steimel, seconded by Commissioner Reynolds to approve the above minutes as presented. Motion carried

4. AGENDA REVIEW AND APPROVAL
Moved by Commissioner Reynolds, seconded by Trustee Steimel, to approve the agenda as presented. Motion carried

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
None

6. CONSENT AGENDA
None

7. NEW BUSINESS
A. 2020 Planning Commission Regular Meeting Dates Resolution

Commissioner Reynolds noted that January 2, 2020 and July 1, 2020 always have conflicting dates between New Years and the Forth of July due to lack of attendance.
Moved by Commissioner Reynolds, seconded by Commissioner Walker, that the Planning Commission approve the 2019 PC Meeting Dates Resolution as amended and forward to the Township Clerk for Publication.

Discussion on the Motion:

Trustee Steimel suggested that they leave on the July 1, 2020 meeting date and when they get closer to the meeting, they can cancel it then.

Moved by Commissioner Reynolds, seconded by Commissioner Walker, that the Planning Commission amend the motion to remove January 2, 2020 and leave the July 1, 2020 meeting on the Regular Meeting Dates Resolution. Motion Carried

B. Discussion on Text Amendment – Multi Family

Planner Arroyo went through a presentation for Multi-Family Residential Densities.

Mr. Gary Roberts with Strategic Communications, presented.

Mr. Roberts stated that he spends a lot of time working economic development with both Planning & Zoning Director Girling and Supervisor Barnett. One of the issues that they come up with all the time is the issue of the (RM) density as it states in the ordinance. The Corridor Improvement Authority (CIA) District requires them to make their numbers, to payback the Brown and Baldwin Road improvements, to make about 338 million dollars’ worth of new real estate over a 20-year period. They are approaching 50% of their goal number at the end of the 3rd year. He credited the Brown Road Innovation Zone itself together with the infrastructure improvements that have gone in for a fast start including, The Hyatt Hotel, Menards, Aldi, La-Z-Boy and the new carwash. All those projects feed into the goal very nicely. While that is going very well it is a very long time from the inception of a planning projects to when the Treasurer’s Office receives a tax increment dollar, 2-3 years. They need to continue to push the opportunities of the (CIA) District as much as they can particularly now while the economy is still strong and the things that influence the economy. The one class that they get inquired a lot about is multi-family. Multi-family is the hot topic in the real estate industry right now. It is the darling of the investor community in terms of the cap rates they are getting the sales price per unit they are getting. In a way the Township is missing that wave particularly for opportunities along Brown and S. Baldwin Roads. Partly because of the Section 7.04 of the ordinance, specifically dwelling units per acre of 6-8 and unit size minimums. There is a trend now to build much smaller units than they talk about in the ordinance. That is principally driven by construction costs, the construction costs are so high and developers trying to create units that are affordable in a marketplace or for a certain section of the market. What happens is they end up building smaller and smaller units which pushes the density up. What the biggest concern he had was the 2 ½ story limit. He felt those requirements were dated and would like the Board to look at the text to align those conditions with the current market. Mr. Roberts added that (RM) is also one area where the goal of attracting higher value mixed use project to the (CIA) District is in some contrast to what the ordinance says.

Mr. Roberts had some pictures of some higher density mixed use property, that Mr. Roberts handed out to the Board. Some mixed floor commercial, with three or four floors of residential stacked flats above. While they talk about this, they don’t have the supporting zoning to support a project like that. Someone could come in with a PUD and ask for one, but there is not any use-by-right. Mr. Roberts would like to see that this discussion moves forward and bring the ordinance more up to date if possible.
Mr. Roberts noted that he was not there to make a recommendation about numbers and the Planning Consultants can do that. Mr. Roberts gave the example of a many parcels at the SE corner of Judah and Baldwin, where two brokers have gotten 10 owners together and they are marketing 15 acres there. The walkability and the things they are trying to promote with the streetscape along Baldwin, that is a great site for multi-family, it has easy access to the freeway and the walkability. Mr. Roberts received an email from a developer that was interested in the site. The email stated “Gary, thank you for the information on the Baldwin Rd. parcel. They are interested in looking at this and it would be a great location for an apartment project. The challenge is the Township’s restriction of 8 units per acre when they typically get 12-14 units per acre for a townhome’s and 20-22 units per acre for 3-story apartments. It makes it difficult to get the numbers to work because the development costs per units are so high.”

Mr. Roberts stated that this is the stuff that he is facing and is why he asked to address this Board to encourage the consideration of some text amendment which would allow them to have a higher density and then capture some more volume particularly in the Corridor Improvement Authority (CIA) District.

Planner Arroyo said what he was hoping to do was to get some input from the Planning Commission and to hear their thoughts. Planner Arroyo would like to start to craft some draft amendments for the Boards consideration that might address some of the issues, but before he did, he wanted to get input from the Board.

Trustee Steimel stated they are talking about changing the zoning ordinance when they really need to look at the Master Plan again. He felt that the Master Plan reflects what the community wants. The last time they did the Master Plan there was very vocal stuff about not wanting to much of this high-density development. Trustee Steimel felt the proper way to do it is look at the Master Plan and set the bigger term goals. Where does the Township want to be in 15-20 years from now? Even looking at the current plan is that what they still want. This is what keeps them from chasing what the hot commodity is right now. The hot commodity right now is that everybody wants to build apartments. Is the big plan changing, do they really want to change it? Maybe they do need to start changing this with the multiple family. The multiple family was set up the way it is because there was a very strong output that they already had enough multiple family zoned in the Township and limit it to what it was. Before they start changing the zoning ordinance and increasing the density units per acre on multiple family, this needs to go hand and hand with what the bigger plan is. They don’t want to get these developments that are hot, that is what a lot of people said. They are getting that on some of these PUD’s and the people say this is not what they want, they are deviating from the Master Plan. The brownstones or townhomes are in more of an urban district that they really don’t have, even the Village doesn’t. The more people they bring into an area they must remember they are not keeping up their infrastructure. It used to be mostly water and sewer but now that is getting built up with more compacity, but they are still at a limit of what they can get from the Great Lakes Water Authority. Other infrastructures are struggling and the biggest is the roads. The roads can’t handle all these people and they are not in a city environment where they have a lot of people who move into something like this, and don’t have vehicles, everything is available, they are comminuting by other means. He felt looking at the Master Plan is where you get the ideas of how many units go in an area and do, they even need to allow it.

Secretary St. Henry said that there are somethings they must consider. The world is changing very quickly from a demographic and psychographic perspective. The state, community, and Oakland County are aging out quicker than anyone imagined 20-years ago. At the same time the young people that are staying in the state, Oakland County, and Orion Township their values and ideas about success and homeownership are changing dramatically. The younger generation are the lifeblood not just of Lake Orion but of the county the region and the state.
Secretary St. Henry stated that they looked at several developments all over the country. In Carmel, IN 30 years ago was farm fields surrounding Indianapolis, IN. They had a blank slate to work with. It is a highly upscale very affluent community. There are no houses in Carmel, IN that is more than 20 years old. Orion Township does not have that luxury because it has been around for over a 100-years. Secretary St. Henry felt that there will be markets for middle density housing. He felt if they wanted to keep the older generation of Orion citizens here, they don't want the large homes. That is why he has always been a proponent of looking at some of the apartment and townhome developments very closely because that is what that group of citizens want. The same time if they want to attract young professionals and families, young professionals that don't start families right away, that is a trend of young people getting married later starting families later. These are the types of developments that they would be interested in. They don't want homes; they don't want the responsibility of home ownership.

Commissioner Reynolds said he felt with the multi-family product, the Master Plan is a very important piece and tool to lend towards the zoning ordinance and where they want to move forward from here. The density is only one piece of this discussion. As an architect, the multi-family tool doesn't really respond to project types that he felt would look nice in the Township like in the presentation of some of the smaller cottage developments that look onto a courtyard. They have setbacks and density requirements that are almost responsive to a 1980's apartment style complex. He didn't know if that was the multi-family that the market is bearing right now or what they want. He felt it was important to open the discussion to look at what would it take to modifying some of it. Even if density would remain similar or be reworked in a certain way to look at a different framework to present. He sees all these PUD's coming through here and they recognize (RM) as a toolset for those to be a baseline for but didn't think they were very current and are lagging in the sake of some of those regulations that are presented.

Commissioner Reynolds agreed with the sake of diversity and aging in place, that is a topic that is coming up on a very frequent basis. Coming from someone that is a Millenial and has grown up in Orion Township and is a homeowner. If he wasn't a homeowner there is not very many options for him in the Township. He felt that was an important case to argue from just his personal perspective if there was a project type that was Brown Rd. it might not be best suited along Lapeer Rd. There are a few of the districts that would work and would have a lot of attractive nature to people that he felt they would like to be apart of this community. He always has thought of looking at the dwelling unit per acre as low, but he also looks at that in the sake of the project type. He didn't think that they had too small of a unit size or they need to decrease those if they look at those numbers it is like 500 sq.-ft. for a one bedroom. Rental types right now are no greater than 1,800-sq. ft., most units are 1,200-1,400 sq. ft. in size and if you take that and look at a unit even a smaller building type the dwelling unit per acre seems very high. When you look at the developable area of per square foot of building area as compared to the lot area it is not that crazy. If you look at the math, they get lost in the dwelling unit per acre increment and that is one way to look at it, but felt there was another way to look at it if the developer is proposing 1,200-sq. ft. units and there is an open area benefit or there is a community piece to it why wouldn't they want that project type. He would like it to be a step out from not just density but just looking at on how they can bring this piece of our zoning ordinance into the current decade. With the Master Plan coming out do they want to look at other areas or with PUD's that are such a hot topic is this a rule set that they can use for some of the other developments to attract the project type that they want to see.

Acting Chairman Gross agreed that this was an important ingredient or part of the Master Plan. Regarding the density he did like some of the things they saw in the presentation regarding the quadplexes. He thought maybe there was a program or ordinance that goes along with the form-based developments that the density and form-based go hand and hand. There are some
credits for form-based planning on some of these units that kind of create the environment that he thought they were looking for as opposed to a standard two-three story apartment building.

Acting Chairman Gross added that they might be seeing more of a demand for apartment living if the tax laws stay the way they are. The deductions for homeownership and taxes there may be more of a desire for the rental type housing. They are going to be looking at the Master Plan and the Master Plan should come before the density issue. With that they could look at other parts of the ordinance to create the type and location of where it would fit in best with the community.

Commissioner Walker said he doesn’t work so he gets on M-24, Joslyn and Baldwin a lot. The roads are much more important than the water and sewer. The traffic is horrendous, and they need to decide if they want more people and change the density and get more families. It will raise the tax base it will get more money to the Township. He did not know how they would get in and get out? Rush hour is about 3 hours a day each way on M-24 and he sees no end. He cautions them all to try to put a balance into this and not just change the density. He said some of the developers of the rentals on those apartments are charging $1,800-$2,500 a month. He didn’t know if the Millennials or the Generation X, when the come out of school with $100,000 in debt, maybe they won’t be able to afford a car then they won’t have to drive on the roads. To afford something like this might be something else to look at.

Commissioner Reynolds asked Planner Arroyo about the current housing trend; is the density typical, where is 6-8 dwelling units per acre compared to some of the other communities? Planner Arroyo replied that it is on the low side.

Planner Fazzini stated that they have been working in Rochester Hills and a lot of the single-family PUD’s have been coming in because the available land to develop is less, so they are getting 5-8 dwelling units per acre on single family PUD’s and multiple family is getting around 11 or more for larger complexes.

Planner Arroyo added that once you start getting up into the 3 stories than they are getting closer to the 18-20 or more dwelling units per acre. He said Orion Township is on the low side in terms of comparable communities. A lot of it has to do with the fact that, they haven’t looked at it in a while and other communities are starting to adjust.

Commissioner Reynolds questioned how would they target certain projects types? He could see (RM) as a blanket isn’t necessarily what the Township is looking for. There are some that lend to single-family home districts and there are some that could lend towards a commercial district or people that would be interested in the (BIz) district.

Planner Arroyo said that in Brighton they just recently did a new district for them that is a form-based district to allow missing middle type housing, which is the fourplexes and the courtyard apartments. There are other communities that are doing that, that are less focused on density and more on form. What he is hearing from the discussion here is that to make a substantial departure in the more traditional (RM-1 & RM-2) areas probably is something that would likely follow a Master Plan evaluation. What he also sees is that the Master Plan already supports the (BIz) area and the Gingellville area as having higher intensity development. He was wondering if the focus of amendments could be potentially looking primarily at those two areas that the Master Plan already supports, for example, they have no height limit in the (BIz) zone, so they have already identified that as an area of intense development that is supported. He felt they had support already to look at additional density from a residential prospective there. The Master Plan doesn’t speak to the cap in density there. The focus from potential amendments from a density perspective might be from those two areas that the Master Plan has already
identified and maybe in the other areas not so much really bumping up density but more adjusting the current standards so that more flexible types of residential could happen there. Then hold off on making wholesale changes that are substantially increasing what they have now until they go through a Master Plan discussion.

Trustee Steime! wanted to discuss the (BIZ) district. Even by the name you can tell the intent was not really to make that area a big residential area but tried to leave it as an option. This idea that this could turn in to a very tall residential area, that was never the intent. Even the raising of the height was more for industrial development. He thought that they must see where they think their community fits in with more of the regional development. There was a trend that a lot of the businesses were moving out into the suburbs so they could almost build their pods, and every community could almost put a pod where it had enough industry to support it and people wanted to live around there. Now that trend is changing, but there are enough people that don't want to be in Rochester Hills, and we are saying we want to be that alternative. Some people don't want to live in a high traffic, everyone is on top of one another. They don't have public transportation they have to drive to everything. That is why they were less dense; so, they must look at it, are they still that way is that still where they want to go? Because people don't come in and develop lots, that doesn't necessarily mean anything. They can't build every community with that concept with raising the density. He thought that they used the density units per acre to plot out more of the overall infrastructure then they must support that. There are PUD projects where they could build units that were that but for that entire area it wasn't that they could do that in the entire area you could cluster. From a planning standpoint they are only planning for this much, the road is only this big, the water and sewer can only handle so much. They are starting to get to where they do have capacity potential problems. They need to renegotiate with what they can do. That is part of what they should be doing and sometimes it is not always good but felt if they did a good job on the Master Plan that all must be taken into consideration. The other problem is that all these people want these smaller units they are less money they don't have the homestead; how do they provide the services that all those people are going to need. He is seeing a problem, the trend right now is bad, they have developed so many homes. Lately there has been this housing boom and pushing for these higher density units, the revenue from the taxes from those new places is not keeping up with the demand on services. That means they must trend to be more like a city, and they must bust out of being a Township so they can raise their millage rates to cover that. The emergency services they are doing the calls, when you add more people the calls go up astronomically and the amount of stuff, they are getting in with all this new development, is not keeping up with that, how do they provide that. They are already talking about turning around and taxing everybody more. That means they are Trending to be more of a city instead of a Township. The nice thing about a Township was taxes are low and there is a limit. There is nothing wrong with it, they just want to be a quiet bedroom community for those who can afford it who want to get out of the rat race and come home to a nice quiet safe community. They seem to be more reactionary; they can't keep up right now as far as the infrastructure. A lot of the neighboring communities are not, they developed a lot but their infrastructure is not keeping and their services are struggling to keep up.

Commissioner Reynolds added that the right density in the right locations could take load off certain infrastructure pieces, like roadways. He bought his home close to the Village of Lake Orion because it was a half a mile from his office at the time. There are many times even though his office is now in Rochester, he comes home he parks his car in the garage, and he walks to where he is going to go, including the grocery store. He felt there is a way to think about it in the right way that it isn't just adding but it could be providing the right mix of typography or lifestyle living that people need to really open the opportunities. The Village Center and the (BIZ) district are two of those locations that he felt with the right project type in there. They already see it go in there they have projects that are already proposed. All of it isn't
perfectly walkable but it is also very close especially in the Village Center they are competing against something like the Village where walking up along M-24, Paint Creek Trail or anywhere around there, he does it all the time, and felt there are people that want that.

Acting Chairman Gross asked if Commissioner Reynolds would not be opposed to zeroing in on a couple of areas?

Commissioner Reynolds replied that he would agree that the density from a blanket statement of all their multi-family must be grounded in some sort of driver, like the Master Plan. (RM-1 & RM-2) are archaic. They are not attracting the project type that they really want to see even if they do not change the density. Right now, they are setting themselves up for a two- or three-story apartment complex not a cottage community that is of similar development area. There are a lot of people that would want to have that. He felt that is not a bad project type to have even if they are not increasing density. They need to at least bring it into the 2020-year frame and look at it from that perspective and look at some of these other areas that they already made the determination that there is going to be density there. They are going to have high density in the (BIZ) district and there needs to be some sort of transitional zoning whether or they are promoting it to be residential or not, he thought that there should be something there that looks favorable upon transitional zoning from that to their single-family medium density products. There is something to look at there, not just one piece of the puzzle to look at (RM). He would like to open up pandora box and look at it and maybe it is form-based code. There are districts that would lend well to that and maybe it is in the (BIZ) area and Village Center that they look at right now. Those other multi-family areas that are zoned that way right now he didn’t know the way the setback and lot coverage and the way they speak to it right now is promoting the product that is in their mind the way they are picturing it. He is not just responding to what a developer wants them to do but purely from a project type as a resident and a business owner they would want to see. He felt there are areas they could have the right project type.

Acting Chairman Gross Questioned Planner Arroyo if he was getting any direction from the discussion? Planner Arroyo replied; yes.

Secretary St. Henry said that they need to look outward 5-10 years. If they want to keep the younger professional in the community, they must provide them with the type of housing options that they want. Commissioner Reynolds is a homeowner, if he didn’t want to own a home his options are limited.

Commissioner Reynolds added if he graduated college right now and had a very good job and sustainable income there are not that many options for him to purchase as a young profession in Orion Township. The medium home value of $380,000 doesn’t lend to a first-time homebuyer or a young professional that might get married have two kids and want to spend their whole life here. That goes for the people that raised a family here and are trying to sell there home and it is too much for them anymore.

Secretary St. Henry asked Planner Arroyo where are the young professionals locating in southeastern Michigan today, where are they attracted to and why?

Planner Arroyo replied there are a variety of places but there is a trend that they would like to be in a walkable area. They tend to like to be close to where they don’t have to be as car dependent, where there are options, where there are more bike paths and lanes and closer to areas of activity. That doesn’t mean there are some that are attracted to living in rural and suburban areas. He would say there is more of a movement towards walkable communities. The same reason they are seeing a less of an interest in going to enclosed regional malls and to places that are less authentic. There is a demand to be in a place that is more authentic. Being
able to walk and being able to go into a storefront and go get a coffee all of those things has a certain authenticity verses what a lot of people were raised as which is driving everywhere and always having to go in a car. He felt that some of those people are looking for a different experience. It doesn’t necessarily mean the entire community needs to be that way but they are planning for some areas to have more intensity and more walkability. They have it in the plan and they can use that to their advantage to potentially attract some folks that might not live here if that were not available.

Commissioner Ryan stated that they should maybe look at it as creating neighborhoods in different places. There are places where it would be appropriate without overloading everything else. Having a neighborhood where there would be living and Starbucks in a neighborhood setting. She also felt that focusing on younger generation is a good thing. Creating the kind of community or neighborhood is important for older people too. She is currently on an acre and a half lot and a 2,500-sq. ft. house that she will be out of soon and she would love to stay here but wasn’t sure there is a lot of places like that. With the older people there is an issue with community and having access to social activities, so it goes both ways.

Secretary St. Henry said if they want to be an inclusive community in the future then they are going to have to provide housing and other amenities and functionality. They must make it inclusive for a variety of different people.

Commissioner Ryan said that she has a business background and she tends to look at things in terms of product and business and it may be in the Master Plan already but identifying all the customer groups. There is the customer group of the people that currently live here, the developers, and future residents. Defining who the customers are of this plan needs to be important and they need to think of everyone in that customer group. If it is just developer coming in here and saying they want to develop, she didn’t feel that they were their only customer but there are other customer groups to look at.

Acting Chairman Gross asked if Planning & Zoning Director Girling had any comments.

Planning & Zoning Director Girling said that she felt it was summarized by Gary Roberts. She had been hearing the encounters Gary had been having with developers. Developers can ask what they want verses what is truly trending. She also heard that they might be behind times on the existing density they have not even considering what the trend is. She just wanted to have a discussion and see what the thoughts were because she kept hearing that there was a problem with the density.

Acting Chairman Gross asked if the possibility of just focusing on the (BIZ) and the Village Center is kind of a test areas to see if there is any possibility for specialized consideration there?

Planning & Zoning Director Girling felt it was a fabulous idea. She spoke with Rod and if they read (BIZ) it says it can have multi-family but doesn’t go into actual density. There is just a general line in (BIZ) that says, “for other categories go to the other districts that are similar”. Was it an oversight that they didn’t get into an actual density on the multi-family and (BIZ)? Was that sentence supposed to incorporate it or was it implied that by having the unlimited height they were allowing them to have a greater density? They created (BIZ) and it was kind of silent for awhile and then they started to see some development which have been more commercial except for the one residential. A lot of the text that have been generated truly haven’t been tested to see if there were any gaps.

8. UNFINISHED BUSINESS
The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, February 19, 2020, at 7:00 pm at the Orion Township Hall, 2525 Joslyn Road, Lake Orion, Michigan 48360.

PLANNING COMMISSION MEMBERS PRESENT:
Scott Reynolds, Vice Chairman
Joe St. Henry, Secretary
Don Gross, Commissioner
Don Walker, PC Rep to ZBA
John Steimel, BOT Rep to PC
Judy Ryan, Commissioner

PLANNING COMMISSION MEMBERS ABSENT:
Justin Dunaskiss, Chairman

1. OPEN MEETING
Vice-Chairman Reynolds opened the meeting at 7:00 pm.

2. ROLL CALL
As noted

CONSULTANTS PRESENT:
Rodney Arroyo, (Township Planner) of Giffels Webster
Eric Fazzini, (Township Planner) of Giffels Webster
Tammy Girling, Township Planning & Zoning Director

OTHERS PRESENT:
Gary Roberts
Debra Walton

3. MINUTES
A. 2-5-2020, Planning Commission Regular Meeting Minutes
Moved by Commissioner Gross, seconded by Commissioner Walker to approve the above minutes as presented. Motion carried

4. AGENDA REVIEW AND APPROVAL
Moved by Commissioner Gross, seconded by Secretary St. Henry, to approve the agenda as presented. Motion carried

5. BRIEF PUBLIC COMMENT – NON-AGENDA ITEMS ONLY
None heard

6. CONSENT AGENDA
A. 2019 Planning Commission Annual Report
Moved by Commissioner Gross, seconded by Commissioner Walker, to receive and file and forward a copy to the Township Board.

7. NEW BUSINESS
None

8. UNFINISHED BUSINESS
A. PC-2019-51, Text Amendment to Ordinance #78, Multi-Family
Planner Arroyo said that there are three (3) text amendments for Multi-Family. He started with the Residential Districts in RM-1 & RM-2. He stated that as they discussed at one of the
previous meetings where they had an introduction to these amendments, the Multi-Family District has a specific guideline for residential densities that is based on the Master Plan. These amendments maintain the densities that are outlined in the Master Plan and do not exceed those. The primary intent of these amendments is to recognize the other varying types of multiple-family building types, that can be built within Multiple-Family Districts but are often not recognized in suburban zoning ordinances. A lot of the missing middle types like the triplexes, quadplexes, and the bungalow courts were traditionally thought of being part of small towns and other urban areas and not suburban development. What they have found is there is a lot more interest in these types of units. It is all about providing different types of multi-family dwellings as long as it is within a zoning and a density limitation, and to provide some flexibility. It would include single-family, single-family attached, and multiple family units of a variety of types.

Planner Arroyo noted that on page 7-8, they are trying to establish some pavement widths that would work within Multiple-Family Districts. The current ordinance calls for 24-ft. wide with no parking, which they do like to encourage in certain scenarios on street-parking, particularly for some of these housing types. They have already had discussions with the Fire Department about the pavement’s width of 27-ft. being the minimum to allow for parking on one side of the road. The engineers did point out that if they get down to 27-ft. sometimes they may have to wait to pass a car that is parked and will not get a perfect two-way flow on every local street. He felt that was not a problem and thought that there are local streets where people will have to wait a second to go by if someone is parallel parked, typically, there will not be parallel parking all up and down the road. One of the things they are trying to do, in these residential districts is to build roadways and cross-sections that tend to encourage people to drive slower. Allowing on-street parking on one side of the road helps to calm traffic. They had some good discussions with the engineers and he felt they were all in agreement as to what the potential is and what the potential downsides and upsides are from all of these types.

Planner Arroyo stated that on page 7-10 of the Multiple Family Residential Districts, RM-1 & RM-2, this is where they start to get into some of the nitty-gritty of these amendments that incorporate those different types. They are introducing the concept of a potential density bonus. Right now, the RM-1 has a maximum of 6-dwelling units per acre, the RM-2 has 8-dwelling units per acre. The Master Plan speaks to 9-dwelling units per acre, as being the maximum density in multiple-family. He thought that it might be appropriate since the Master Plan already calls for that, that they might have a density bonus that allows someone to achieve those 9-dwelling units per acre. In this particular amendment, it suggests that if someone is going to go over 50% brick on their front and street-facing side yard building facades, if they have garage doors facing a street or an open space recreation area, that their garage is setback at least five feet from the front façade trying to provide a more desirable type of housing arrangement. That might be one of the incentives that could allow for that. They could add other items, but this is just basically a start for discussion of what they might do to encourage high-quality development and potentially reward a developer, but still keeping within the maximum density envisioned in the Master Plan. That is one concept that is included in the amendments. Planner Arroyo added that next to it, is the floor area. They are also looking at these types of housing units as ones that might be attractive to young people that have grown up here or would want to live here. Some that have raised their family and want to downsize. A smaller minimum floor area per unit could end up making these units more affordable and provide some competitiveness in the market. They are suggesting, some minor modifications roughly about 100-sq. ft. per unit type, to provide for more affordability. Planner Arroyo noted that in terms of maximum site coverage, they are suggesting, to achieve some of these building types they do have to allow for more site coverage than they currently do. He suggested that they go as the underlining minimum from 25-30%. Then if they are doing single-family units, duplex, triplex, and quadplex units on individual lots and they find that they have been designed to reflect the appearance of being like a single-family unit from the street, which a lot of these units can be if they have
creative design. They might then recognize that because they are trying to accomplish that on a fairly small lot that they would need an increase, as high as 40%. Planner Arroyo provided some sketches of sample layouts of what the development could look like under some of these scenarios. A lot of times the units plus the accessory structure, which is the garage, it tends to cover a fairly significant part of the lot. Keeping in mind that the density is still controlled by the maximum density. This allows for someone to create this type of layout and increase the maximum lot coverage, just for the area that is developed like this. If they were doing this, they would likely end up having some type of open space in order to balance out the density. The entire development is not going to look like that so they would have areas that are more intense and others with open space and parks and end up getting a nice blend of development. The sites that are developed, may have someone that wants to develop individual lots that are quadplexes, where on some of the streets they will look like a mansion. He felt it was an interesting potential outcome as it looks like a single-family home from the street, but it contains two units on the ground floor and two units on the second floor. This is one way to allow some flexibility if they design it in that particular way.

Planner Arroyo added that under building setbacks, also recognizing that hopefully there could be some flexibility for perimeter setbacks, if they find that the site is abutting the same zoning. Multiple-family against multiple-family, why would they have to have a 100-ft. front and 50-ft. setback for side and rear yards, when they are abutting the same zoning district, potentially reducing that to 30-ft. where it is appropriate where they have similar uses next to similar uses.

Planner Arroyo noted on page 7-11 under Multiple Family Residential Districts, RM-1 & RM-2, is where they start to introduce the building types by regulation and building type. Here they talk about all residential developments. They will still have to meet the 5-acre minimum and 175-ft. lot width. A developer could come in and could create smaller lots within the development and those would fall under these other regulations. Single-family developments would be 60-ft. wide lot 120-ft. maximum lot width, and 7,200 minimum lot area. These are not much different from what they saw with The Cottages at Gregory Meadows. If they were to draw a lot line it would be very similar to that size lot. The Bungalow Court style, that is going to be wider because they have multiple units on one lot. Two-family dwellings, small multiplex which would allow for three and fourplex's in one building, Townhouses, and Apartments, the traditional apartments which would be regulated very similar to the way they are currently regulated in the ordinance. They also had non-residential developments because of places of worship, daycare, and other uses that are allowed in the district, recognizing that they have to have some standards as well.

Planner Arroyo said these types of units are attractive to those who typically have fewer vehicles. They are also suggesting a reduction in the parking requirements to one and a half (1 ½) per unit plus one space for a visitor count. That would provide a parking requirement that they thought is consistent with what the market tends to demand these types of units. If the developer thinks they are going to need more they will build more. Sometimes people depending on the specific target market that the developer has, they may add more spaces or they may go with what the minimum is. This provides some flexibility in that regard.

Commissioner Gross asked if they will be defining them in the ordinance for the Bungalow Courtyard and what that means? Planner Arroyo replied yes, they would have a definition and may include the modification of the illustration to show an idea of what it looks like.

Commissioner Gross questioned if the same would apply for in the schedule of regulations the multiplex? Planner Arroyo answered yes, if they look at the footnote #5 that is triplexes and quadplexes up to four units in a building. That is essentially the quadplex/fourplex sketch and would incorporate a definition for those.
Commissioner Gross asked regarding Engineer Landis’s comments in terms of the width of the pavement? Planner Arroyo replied that they have recently had an exchange of emails and they agreed that the 27-ft is doable if it is not always going to provide for that two-way free flow of traffic. He was aware that the Fire Department has accepted the 27-ft.

Commissioner Gross asked on page 7-10 talking about the number of dwelling units per acre, it states “a density bonus of 1 du/acre (9 du/acre total), should that be for the RM-1 at 7 du/acre and the RM-2 at 9 du/acre? Planner Arroyo replied that was one change that did not get made. It should be (7-du/acre) in the RM-1 and (9-du/acre) in the RM-2.

Commissioner Gross questioned on page 7-11 all the footnotes he found to be very constraining and thought it could impact site plan innovations. He tried to identify every situation and he was not sure if they needed to get that detailed as far as individual setbacks between units. Planner Arroyo noted that he would look at those.

Trustee Steimel felt looking at the Township as a whole, and he thought that they had enough RM districts already. He didn’t want to make it easier to go denser in the RM districts. Regarding the density bonus, people go right to that without any of the requirements for the actual gaining of the density bonus. He would prefer to not have that in there. It seemed the more they let this go, that is where they go, right to that number. That is why things as far as loosening up these in the RM-1, he is not excited about because that is not what they are seeing. He is not interested in turning the community into the bungalows, that is not what they are. He looks at those as almost like a downtown area. Unfortunately, this will be applied across the Township and he is not that interested in getting that kind of stuff around here. Even taking away the five acres from RM-1. They are going to get someone with a small lot that will want to put up, right in the middle of a single-family, a triplex or a duplex and didn’t feel that it fits. Planner Arroyo said that they will still have to have a 5-acre minimum for the development and then they can do the smaller individual units. They don’t need it there because they are stating it on page 7-11. He scratched that out earlier and understood why that could have been confusing. On page 7-11 it states that all residential developments have to be a minimum of 5-acres and then within that, they can have smaller lots. They have to have control of 5-acres. They couldn’t go in and buy a half (½) area property and do something on it.

Vice-Chairman Reynolds said that in regards to the density bonus, he was in favor of digging into floor areas against dwelling units per acre. He thought that they point to RM for a lot of the developments that are occurring. He wanted to bring it up to speed and make it more modern or reactive to some of the things they have seen and be more directive of what they do what to see. The previous presentation when they started looking at this and was looking at project type against dwelling units per acre, they had acknowledged at that point that they were light in some of those numbers, reactive to some of the types that they could look favorably on. Vice-Chairman Reynolds questioned if there were any experience of saying a dwelling unit per acre versus unit size and type? They could potentially have more dwelling units per acre if it was a certain favorable project type that didn’t promote a well-designed walkable community. The units even though there might be “more”, that the total developed or livable area is less. When he looks at a project like Lavender Ridge, if it was an RM-1 or RM-2, yes, they are talking about more units, but when they looked at the developed livable areas in both scenarios, they were not that significantly different. They are focusing on dwelling units per acre and saying this is way too dense. He wondered what was out there that helps them lead to the favorable project type? If a density bonus gets awarded, he would say similar to the (PUD) like significant architectural features and leave it more open versus saying it has to be brick or stone. Even the garage scenario, if it promoted a walkable district or mixed uses that would be favorable planning practices. He felt it would be an opportunity for them to say that they could have more units because they are putting that much more investment into the community attributes that are
available. Some of it is in reference to his previous presentation that they gave and felt that would be helpful with the discussion. Some of those types, and even some that they are looking at would not be possible with 6-dwelling units per acre from a realistic standpoint. Planner Arroyo replied that is certainly would be an approach. They could identify specific building types that they feel are desirable and favorable and establish criteria for how those could get built. Identify them as long they are not above the maximum height, they meet parking, and the minimum lot area. They then can develop and then mention density, that is an approach. That is something that the Planning Commission needs to discuss in terms of, if they want them to go that direction, they could do that. Particularly, if they wanted to target certain building types but right now it is not written that way. There are communities with the approach they are talking about that is considered to be desirable because they are trying to drive development towards certain product types, that reflect the single-family character. They might want to reward people for that.

Secretary St. Henry asked if they could give examples of communities where this type of approach has worked historically? Planner Arroyo replied that it has worked historically in many small towns that developed back in the late 1800’s early 1900’s. They have seen a lot of examples of that. They see them in big cities like Detroit, St. Louis in the historic areas, in some of our small-town areas in Rochester and Birmingham. They are primarily older units but are starting to see them now developing in some other areas. More communities are making them legal by amending their zoning ordinance. They have been illegal for 100 years in most communities because they could either do an apartment or they could do single-family that is all the zoning code would allow. They are just starting to see some of these come about now.

Secretary St. Henry questioned if they are seeing other communities similar to Lake Orion in the last 20-25 years that have experienced aging populations and a younger generation of young professionals looking for other options of housing? Are other communities embrace this type of housing as an option for this very reason? Planner Arroyo answered yes, he said in the last year they probably written four to five of these ordinances. They keep hearing from more of their communities they want to offer housing types for empty-nesters, and for young people that are looking for less yard to take of more walkability and less of the large setback scenario, they want something different. He felt that it is going to continue to grow because it can be more affordable. These can also be in very high-priced areas. They can still be pricy but at least if the square footage is low, then the per square foot price is high, it still might be more affordable than other types of housing in that same community. It certainly offers the opportunity for, particularly housing for young people. You send kids off to school, they might go out of state, then it is hard to get them to come back to your hometown because the product type is not here. They don't want to be in a garden apartment and they can't afford a single-family home on a half-acre lot and if they provide some opportunities maybe they can keep them in the community.

Secretary St. Henry asked Planner Arroyo in his experience has he seen communities lose population because they were reluctant to try these different housing options? Planner Arroyo replied that he hears public input on a regular basis. People are having trouble attracting those demographic brackets he just talked about to their community because the type of housing that they are looking for doesn't exist.

Commissioner Gross asked regarding the floor area and the density, he was looking for more information in terms of reduction of the minimum floor areas. Is it strictly for affordability purposes or is there a trend in terms of housing or unit styles that would make units livable at 100-sq. ft. less per unit? Planner Arroyo replied yes, there is some of that, and a desire to mix unit sizes within an individual building. For example, a fourplex, they may have two of the units or even three of the units that are on the larger size but one that might be smaller as to make
one more affordable or attractive to someone that does not need the space. By making some of these changes they build that flexibility in. The market kind of dictates the size but they keep hearing that a lot of communities want to have some affordable options. This way they can build it into the complex so that it offers them a wider range of potential income types, so a young person that is struggling can still go into a unit.

Commissioner Gross said he was concerned about making a blanket statement that a project could be all one-bedroom at 400-sq. ft. Planner Arroyo said that they could address that by saying that 50% or 33% of the units have to have at least two bedrooms, and then leave the rest up to the market.

Trustee Steimel stated that going back to dichotomy between dwelling units per acre and the requirements. He felt that the dwelling units per acre would work well when they are looking at a macro, trying to plan for the roads and infrastructure. It says it can only be so many dwelling units. If those dwelling units are all smaller, he felt that the dwelling units per acre is a useful tool especially in planning and trying to overall micro plan what is going on. They keep doing these things and they are putting a lot of pressure on getting water and sewer there, and the roads. More units mean more people then they intended to be in that area. It seemed that it is more of what they are doing is pushing those. He has never had a problem putting in a smaller unit. With the zoning, that is when they are trying to look at it and see what they are getting.

Vice-Chairman Reynolds commented that if they said dwelling units per acre, they might get smaller units, that are targeted towards empty nesters or young professionals. When they factor it out, and they figure the dwelling unit per acre for a development, they might have the same amount of people in that same area, but it is a higher number of dwelling units per acre. The square footage because it is less, they are targeting one single-family versus one person not a young family of three people. Do they take a step out and also put another factor in there to say if it is something small that it is empty nesters there is more density there? If it is towards family, but at the end of the day, per acre, they have the same amount of people in that development.

Trustee Steimel said that is what they are seeing. They wanted more for their residents and they allowed a lot of that higher density to come in. He dared them to go and find out from people within the Township, if they moved from a big house; they just attracted more people. It is not filling up like they think, it is very low. The idea is there, but it is not what is happening. It just means they want to turn into a higher density community.

Secretary St. Henry asked Trustee Steimel if it was more of a result of the design of that type of housing, the attractiveness of that housing or where that housing may be located in relation to FCA Tech Center, or is it a result of it not working out that way? Trustee Steimel replied that when they talk to young professionals, when they are looking for someplace like that, then they are looking for something closer to where they work. Most of those people want the amenities, walk to the store and have shopping available within walking distance, restaurants they can walk to, those are the types of units that are attracting people. It is not just the individual just because they put in smaller housing, is going to get what he thought they were trying to get, it doesn’t happen, that is not what is getting marketed.

Secretary St. Henry said that there are a couple of developments in the Township that are targeting more transient members of the population coming in and out, and professionals. They are not interested in high-end amenities and walkability they are looking for a place to sleep for a couple of years. He felt that depending on the nature and the design of these communities. They will attract empty nesters and young professionals that want walkability, amenities. He said they see more of this in their community. They need to do a better job of policing the type
of developments that come in, and they have done that over the last couple of years. Effectively have told developers, no, they are not building in here, even though they say and know there is a demand, they don’t like what they are seeing.

Vice-Chairman Reynolds said that being a young professional and growing up in this town, he has owned his house for over five years and felt that even if he graduated today, he would be hard-pressed to go purchase something in this Township, and be able to afford to live here. He understands the dwelling units per acre and density plays into the big picture. He wants to attract nice housing types and help direct the things that are bouncing off of the RM zoning and guide those principles and make more walkable communities. He knows that they are not a downtown but in the same regard, he wanted to see more information with neighboring communities dwelling units per acre. Also, dig deeper into these project types of the dwelling unit per acre. Take a look at a couple of projects and say what parameters do they put on it. Is there a guaranteed open space that gets tougher? That is why he brought up per typology, maybe they don’t want to have a four-story apartment complexes as they have had in the past. Bungalows might be something they do look favorably on because it blends well to single-family homes and it gives that balance.

Planner Arroyo noted that for this particular district there is no proposed change to the two and a half story height. They would all function within the two and a half stories and they all can essentially.

Vice-Chairman Reynolds said he would like to have some facts to make sure this is where they want to be. Are they attracting what they want to attract and maybe they are where they want to be with the density unit per acre but it seemed like in the last presentation some things seemed nice? How do they allow some bonus but for the right reasons and not just because?

Planner Arroyo replied that the dwelling unit that is going to be the most difficult to attract based on the maximum density of potentially eight or nine dwelling units per acre is going to be the quads. If they put a quad on a small lot, they would be amazed how fast the density number goes up even though it doesn’t look dense. It can be a lot denser than the apartments that they would think would be very dense because they have four units on a fairly small lot. If you asked someone walking by and say is this project denser than this apartment complex everyone is going to tell them that the apartment complex has more density even though it might not be. That is what is going to happen, they are going to limit the number of quads because they are going to have, if they have if the density that is in place now. They don’t allow for that to be one that is chosen based on type rather than density.

Planner Fazzini said that just from observation, he thought that the Township had more garden apartments type multi-family than Troy and Rochester Hills. They are starting to see more townhouse developments and PUD’s because the sites are smaller, and what is available to develop is smaller. As far as how they compare with the product, they have less of the townhouse-style that may be taller than two and a half stories. Those can be three to four stories in recent developments in neighboring communities, just based on observation.

Planning & Zoning Director Girling said that she did want to point out that they only have one property in the Township currently zoned RM-2. Talking about the different types and densities, they need to examine what the ordinance currently has RM-1 and RM-2, and what is the purpose of those two. They only have one property zoned RM-2 and that is the townhouses off of Baldwin by the new Johnny Blacks.

Vice-Chairman Reynolds asked isn’t the RM zoning district what a lot of the PUD’s that have come forth have been referencing? Planning & Zoning Director replied they do, and they use
the RM-2 because it has a higher density. What are they truly using the two RM's for? If they are looking at this, maybe there is a better purpose, knowing that someone new coming in and will automatically ask for RM-2, because it has a higher density.

Commissioner Walker said that he thinks of the Township as a fishbowl and they have so many fish in the bowl already. If they want to increase the density to inquire about new customers or builder's they are going to get some more fish in the bowl. If the bowl fills up too much the traffic, water and the complications of that are what concerns him. He presumes they will just pour more money into it and that would be fine if that is what they want to do. He is an old professional and he has lived here for 32 years and moved here when it was farm country. He still drives to the big city two to three times a week. He gets in the traffic on either Baldwin, Joslín or M24 and it is a five-hour nightmare. To just put more people and not address those issues concerns everyone that lives here. If you don't ever leave your house and you only go to Kroger and Walgreens to pick up your scripts, it is okay. If you work somewhere and you want to go visit friends somewhere it is an all-day affair. If we can get more people, and he is not trying to keep people out, he understands how business works, but at the same time, they should have the balancing of increasing the population and therefore increasing the income and tax breaks, but also push back too to keep it under control.

Vice-Chairman Reynolds said that he agreed, they need to grow smartly. Some of his comment is not about getting more people here; but are the ruleset setting the right framework? He lives in a 1,150-sq. ft. house by himself. If you have a bunch of those, and yes, he knows it is just himself, but what if you have 2,500-sq. ft. units that have a family of five people driving around in the Township, but that is not five times as dense as the one unit he is in. So how do they direct the right product or are there multiple kinds of layers to this? If it is a bungalow type or whatever it might be to guide these RM projects towards an empty nester or a young professional, where they might take up 900-sq. ft. but they are one person, not 2,500 sq. ft. and five people.

Commissioner Walker said that Vice-Chairman Reynolds is a special type of person because he grew here. He can't believe that every person that graduates from Lake Orion High and goes away to school, wants to come back here even if the housing is affordable.

Secretary St. Henry asked even if you are an older person that is an empty nester or senior where are they going to go? Lake Orion is not the community it was in the 1970s and 1980s. If they take a look at the population study's population decline in Orion Township and across Oakland County and southeastern Michigan, it is scary what is projected. While they are bringing up concerns about attracting more people to this community, he thinks that some of them are concerned about losing more people. Whether they are young people or educated families that don't see options here. They also have empty nesters and seniors who are living longer, that they don't want their houses anymore, and they don't see any other options because this community doesn't have it. He thought that their concerns are just as much as keeping the population steady for those that are here as it is as attracting new people. If you take a look at the outflow of young people and folks over the age of 60 out of these communities like Lake Orion. Older generations of folks starting at the age of 60 have been empty nesters for a while. They are still vibrant and in good health and they still want to stay in their communities that they have lived in for 40-50 years, but can't because the housing is not there for them. They have to come up with a solution they can't ignore that.

Trustee Steimel said that Lake Orion was a community where people lived here for a long time, it was a community and it is becoming less of that and more of this type of stuff. If that is what they want to become that is what they are going to become. He would say the opposite for people here in this community Lake Orion residents are getting much older they want to stay
here and most of them say here because they love the community. It is getting more affordable for them to stay where they are at, their home is paid off. He thought the bulk of them want to stay in their house for that reason. They love the community all their friends are here and their costs are not that bad because they have their house paid off. They don't need to move down the street to an apartment, a lot of the older generation fights it. That is one of the last bastions as they get older, they don't want to lose that, that is their independence. He didn't think there were that many people sitting there that are getting aging in place, they are not seeing it anyway. Some of these new places that are little homes are more expensive than his house. It is not that affordable what is going in around here.

Secretary St. Henry stated that the Parkview development that went in across from the High School a few years ago, those sold out as quickly as they said they would and those were priced at $300,000 and above.

Commissioner Walker asked if they were purchased by young people coming back? Secretary St. Henry replied that there is a mix; he knew of three empty nesters that bought condos in there and they didn't flinch at the price.

Secretary St. Henry said that they have to consider these options. Some folks are empty nesters that want to get out of their 3,000-sq. ft. homes, if they can afford to because they don't want to, or they can't take care of the home. They will go elsewhere if they can't provide them options because there are communities around them that are going in that direction.

Vice-Chairman Reynolds asked where they wanted to go from here as far as the text amendments? Do they want to see additional information? He stated that he would like to see some of the dwelling unit information, looking at that, and thought there were some comments on the square-footage.

Planner Arroyo stated that they will take a look at some of those for RM-1 & RM-2 and come back; they had taken notes.

Planner Arroyo started the discussion on the RM-1 & RM-2 in the BIZ district.

Planner Arroyo said that these amendments are primarily to clarify what kind of multiple-family might go into this district, this is a mixed-use district. It is intended to provide flexibility. In the first exercise, they went through the table of example of uses and found that most of these were just clean-up items not related to multiple family. Just to clarify how this district is, for example on page 34-2, they allow banks and credit unions as ancillary or support uses and then under ancillary requiring Special Land Use they have drive-thru uses and it was his understanding that banks and credit unions with a drive-thru were intended to be ancillary without Special Land Use. They clarified that if it is a bank or a credit union with or without drive-thru it's an ancillary or support use. The ones requiring Special Land Use or other drive-thru's other than banks and credit unions, these are just clarifying items. Planner Arroyo added that auto service and body repair, sounded like it was not one of those that should go in the type "A" group, it is in the type "C" group and seemed to them that it did not fit in that particular grouping, so they suggested striking that. Under "B" group there were no uses identified as principal permitted in this type. It seemed like it was intended since it is called commercial that office and retail uses would be the first group of uses that they would list there. Everything else would be considered ancillary or support either with or without Special Land Use. They took office and retail uses out of the ancillary because in this case, it would not be ancillary it would be a principal use in the district as they read it. That was their suggestion.
Planner Arroyo stated that on page 34-3, they use the term animal kennel boarding or pet daycare elsewhere in the ordinance and figured why not use the same term consistently throughout the ordinance, that is not a change other than a clarification. Under type "D" they allow for indoor mini storage facilities with centralized access as a permitted use but under special approval use it seemed like maybe the ones without the centralized access, there may be some demand for that. As a Special Land Use, they would have some control over those so why not list those out as a separate use. These have nothing to do with multiple-family, they are just clarifications as they went through the table.

Planner Arroyo then discussed the page that has the schedule of mixed-use regulations and under "D" multi-family residential. He stated the idea here is to start to clarify what would be allowed as multiple-family because the ordinance doesn’t speak to a lot of these items right now. The suggestion is that a maximum number of floors for multiple family would be capped at five stories. That is right now what they allow in hotels in the district to five stories. The idea is that if they had a multiple-family building and it was next to a hotel, both would be maxed out at five stories, it would be a similar look. The suggestion is that this is not a 100% residential district, as he read this, it was intended to be an innovation zone. If someone wants to put multiple-family in a mixed-use building vertically, they would take that five stories and apply that within that building as well. They couldn’t have more than five floors in an eight-story building since they could do a building like that you wouldn’t want to have more than five floors of that as residential. This is just a point of discussion in terms of trying to allow for it but also somehow put a cap on it so someone doesn’t come in and take over the district with multiple-family. The idea here is that they would then regulate the dwelling units per acre as long as they met whatever those standards are. They were under the five-stories or the five-floors, and all the other regulations apply. That is how there would not be any specified dwelling unit per acre, they would have to fall within the framework of number of units, landscaping, setbacks, and site coverage. All that would control that which is not uncommon in this type of a district. There would be standards in here for garages and carports. There are standards in here for open-space. The maximum site coverage is at 40%. The Planning Commission can allow more when they have coverage parking such as in a garage, tuck under garages which are under the building, carports and alike where they are at least one third of the parking spaces. They could allow for additional coverage that way, so trying to encourage people to do that type of better parking that may be more attractive as well. Potentially continue up to a maximum of, if they have 50% may be approved, subject to 50% of covered parking spaces in no case can the maximum site cover exceed 60%. Still having to meet all the setbacks all the greenspace requirements, everything that they have already established in the district. Parking requirement they talked about the one and one-half parking spaces, and the visitor space for one parking space for every three dwelling units. Also recognizing that some of the multiple-family units can have different types of frontages, primary building entrances have to be framed by a sheltering element such as awning, arcade or portico to provide shelter from the summer. They recognized the additional language is multiple-family buildings may have covered projected or recessed porches, covered stoops, or lightwells (for brownstone type construction). They may have some different type of entryways and frontages.

Commissioner Gross questioned the comments on page 34-1, he had no idea what that means? Planner Arroyo explained that the point of it was where there are conflicts between the requirements of this section and the requirements of the applicable zoning districts or other sections the requirement of this section will supersede the zoning district code. There are references here that the building types that are allowed in multiple family wouldn’t be allowed here but that are some standards that apply here that may be different than the Multiple Family District. It is just recognizing that if there is a conflict between the two this district is going to take precedence.
Commissioner Gross asked regarding the Multi-Family Residential portions, item three, "when more than one freestanding multiple-family building is proposed as part of a unified development, the number of stories shall be varied", did they want to say shall? Planner Arroyo replied that is a great discussion item. Do they want to have variation in height within a unified development or do they care if they are all the same? That is a preference, he wasn't here when they developed this corridor so he was looking to them for guidance in terms of what they think is appropriate? Commissioner Gross stated that he thought that shall is mandatory and is constrictive to someone who wants to build just one or two-story units, they can't. Planner Arroyo stated that it is dually noted it should be more flexible.

Trustee Steimel said that if it is more flexible that is what they are going to get. To say we are going to tell you what they are going to get is probably not what they want. He felt that it might be a nice design feature, to have the variation height, but if you say it is optional then that is going to be what they are going to get the, big boxes. Commissioner Gross said that the project that is being built right now is all the same level. Commissioner Walker said if they want to make it different you have to define what varied means. You can't say varies because that would be five-stories and then two or three-stories. Trustee Steimel said that they even struggle now to tell them that they can't be so many feet where you have to have architectural relief, it is like a fight to get that. They know that when they put those up it looks terrible. He thought it was a novel idea to add architectural structure with height, he never really thought about that before. Planner Fazzini said that this would be clear that it would only vary by at least one story. Commissioner Gross asked if they could have two, two-story developments? Planner Fazzini said that they would have to have one building that is not two-stories either lower or higher. Vice-Chairman Reynolds said that Lavender Ridge proposed that.

Trustee Steimel stated that this Brown Road Innovation district is the biggest disappointment to him overall. What was intended in this section when they started, not just the (BIZ) district but what they have been trying to accomplish down there, the vision was a lot different. As they have made these changes it is just going to race to the bottom because they are not getting businesses. That is how it started. This was an area where they could attract some more tax base and be high-tech and they didn't want another strip mall. Instead, they are getting multi-family. It was more important to take down some of the blighted houses. For the long-term plan, he felt that it was good for the Township to have a district like this, that eventually when they filled it in, this is what should be here. They just kept compromising and all they got was a bunch of multi-family homes. It says (BIZ) and that was what it was supposed to be a business district, it started like that. Commissioner Walker noted that the gravel pits are gone. Trustee Steimel said that is the good thing and those ugly homes got taken down. Sometimes there is something to be said for where do you want your community to be 20-years down the road. Secretary St. Henry asked is this because the Township made a mistake, or is that because the market was just not there over the last few years? Trustee Steimel said, we are planning, which is what we do, it is supposed to be a long-term goal. What he does see is them bowing to the pressure of the current market versus where do they want their community to be in the end. He didn't know why, if the land doesn't develop, that is a travesty? Because, they said in the end, in their community when it is all built out this is what they want here. When they start chasing the markets, that is what they are going to get. Secretary St. Henry asked Trustee Steimel if he thought that some of them were impatient and not letting this play out over a reasonable amount of time? Trustee Steimel replied, oh yeah, he thought that they got pressure, really wanting to put stuff in here. It became more important to get rid of the gravel pit and some of the dilapidated houses that were there. Yes, it is an improvement but they lost that bigger term goal.

Vice-Chairman Reynolds said that overall especially in a targeted district, he thought it was an area where they can get more adventurous with RM. He is in favor of seeing multi-family
mixed-used developments in this district. He thought that they see that in the neighboring community from them. He thought nothing in there was that alarming, and he but did not see any major issues.

Planning & Zoning Girling stated that she noticed that all of the other residential districts that allow churches require them to be Special Land Uses, yet churches within (BIZ) are not. She didn't know why churches were always Special Land Uses in their residential districts? It could be another time that they discuss it. Vice-Chairman Reynolds said that a lot of times it is because they are typically allowed in a residential district where they can also be allowed in a commercial district. Planning & Zoning Girling replied not here. Vice-Chairman Reynolds said if they are then that is a permitted use. Planning & Zoning Girling stated that the only place that they are allowed is in their residential district as a Special Land Use. She thought it was unique within (BIZ), that they didn't make that a Special Land Use. Vice-Chairman Reynolds said he would be against it just because if it is only in RM that they keep it a Special Land Use. Planner Fazzini said that they have colleges and commercial schools as permitted, so generally the rule is places of assembly and churches have to be treated similarly to other places of assembly so to make it more restrictive. To make it more restrictive they would need to review that to make sure that they are not being more restrictive to the churches versus the schools. Planner Arroyo stated that it is the Religious Land Use and Institutionalized Persons Act. Planning & Zoning Girling asked if she could review just for next meeting whether they treat those others as Special Land Use also, or just say it is what it is in (BIZ) but they are treating (BIZ) differently than other districts. Planner Arroyo said they could look into that, that is usually the issue is trying to treat them similar to some other places of assembly.

Planning & Zoning Girling said when her and Planner Arroyo talked about the office and retail as being a straight out allowed use in use group "B", she was ok with it. But after further thought she isn't. She explained that originally when they created the (BIZ) district there was a concern because they have so many bowling alleys lots coming off of Brown Rd. that they would come in with, say, a Sherwin Williams and have it empty in back, a dentist office and empty in the back. Based on all those bowling alley lots they had said that there were only certain uses that they would allow to come in with a straight site plan because by the nature of how large those would be, they would end up with the back of the parcel being used. The ancillary was intended to say if they label them ancillary, they have no problem with them coming in as long as they work with their neighbors and they are on ten-acre or large. In saying that group "B", an allowed use by right, not as an ancillary use for an office or retail they could end up with what her example was on the very narrow lot they have Sherman Williams in the front the next lot over they have an office building and the back is empty. The other ones in other districts that are not ancillary, and the uses by right, are large enough that they do end up using the entire parcel. Planner Arroyo suggested moving it back then, based on that discussion.

Vice-Chairman Reynolds said moving on to the Gingellville Village Center Overlay District.

Planner Arroyo stated that under principal uses just clarifying on page 33-1, the current ordinance says that the schedule of regulations for the underlying zoning district shall be applied for density heights, setback lot, and so on. They are clarifying though that when an otherwise permitted use in the overlay district is not listed as a permitted use in the underlying district the Planning Commission shall use the standards in the district which most closely correspond to the permitted use. So, they do have uses that are allowed in this overlay district that is not necessarily going to be in the underlying district because it is an overlay, so, they would pick the closest district to apply to standards. The rest is on page 33-5 and this is where they are suggesting to amend "J" instead of saying residential architecture to say residential appearance and density. This is where the first four are in the ordinance now. Number five is the new section that would say that residential density shall not exceed nine-dwelling units per acre for
the portion of the development that is designated for residential use. This maximum density shall be increased to twenty dwelling units per acre if all the following conditions are met: a.) Minimum residential open space shall be twenty percent, which would be in the form of a square, green or similar park open space that would include benches, shade trees, walking areas sidewalks and/or trails, and similar amenities within or at the edge of the residential area. This is something that they got a mixed-use development with some retail along the front of Baldwin and then have residential in the back. If they are going to have this twenty percent open space it has to be within the residential or right on the edge of the residential so that it is usable by people that live there. If they are going to have front-facing garages they would have to be recessed, not that they will have a lot in this case but they could. If multiple-family units are proposed, they shall be of a townhouse, bungalow court, small multiplex, or duplex variety. Apartments are also permitted as part of the density bonus to get up to twenty but they can have no building dimension, measured in a straight line, that exceeds one hundred sixty-feet. The idea behind that is if these smaller apartment buildings, not the larger ones, like the long garden apartments, this is intended to be chunkier which promotes walkability. They can have breaks between buildings and more green space to promote walkability which he felt that is what their intent is for this district. The only thing that they did not put in that he wanted to talk to them about because if they had multiple-family the underlining regulations would apply for building height. To achieve the twenty-dwelling units per acre this may be one to think about possibly going to either three or four-stories. One way of addressing that would be that they could only do that if those units were not immediately adjacent to a single-family residential district. If it is some other use buffering the single-family and then as they get closer to commercial, they may allow for three or four-stories of unlimited area, that would be an approach to provide flexibility. What they ideally want is, hopefully, single-family or something close to that next to the single-family district and then maybe something a little more intense residential and then moving into nonresidential as they get closer to the main thoroughfare. He felt that would be one addition to help achieve the goals of the district. Commissioner Reynolds said that would echo some of their Master Plan comments of the transitional zoning too. Commissioner Gross said that he goes back to the word shall. They are saying that if they do all these things, they shall increase their density by twenty units per acre. Planner Arroyo said a maximum shall be increased; it is not saying the density has to be it says the maximum allowed shall be increased. Planner Arroyo said that he will change it to "may".

Commissioner Ryan said that she likes the quadplex's; she thought that those would not be allowed? Planner Arroyo said yes, they are the small multiplex, that is the definition of them, and they will have definitions in the next one.

Trustee Steimel stated that he did not think that they have ever thought of the Gingelville Overlay District as having anything very high. He thought the maximum they were thinking was possibly a mixed-use they would have a commercial below and then an apartment above. He didn’t know if they wanted to have multi-story, it was not the concept for that stretch at all. Secretary St. Henry asked how high are the townhouses behind Johnny Blacks on the south end? Vice-Chairman Reynolds replied three-stories. That was kind of the point if it was in an appropriate manner it would be allowed to be potentially the three-stories. He thought that a brownstone, walkup or townhouse, those don’t look that much different than what is around there. Commissioner Ryan said if they look at a lot of downtowns, where there is commercial below and residential above, she felt that those were mostly three-stories. She didn’t think that they look bad at three-stories. Planner Arroyo said that a lot of times it is mostly a tuck under garage and then the two-floors above it, so you have three-stories but it is mostly two. He thinks that three is a good idea.

Moved by Commissioner Gross, seconded by Commissioner Walker, that based upon the review of the three text amendments that were presented that they proceed with implementing
the recommendations and ideas that were submitted this evening with more specific information being provided on the RM-1 & RM-2 districts, but the other two districts the (BIZ) Brown Road Innovation Zone and the Gingellville Village Center Overlay District can proceed as is.

Discussion on the motion:

Trustee Steimel asked are they going ahead and incorporating some of the things that they have talked about and coming back, or are they thinking on a couple of those where they didn't have many comments, they want to start to move forward and initiate the text amendments? Commissioner Gross said that he felt that they could initiate the text amendments on the last two, (BIZ) and Gingellville Overlay, with the comments that were brought forward. Planner Arroyo said that they will come back with another draft for RM-1 & RM-2 for them to review.

Vice-Chairman Reynolds asked if there were any issues with the crossover with having that open with some of the discussion points that they had tonight? Planner Arroyo said they will look at that.

Planning & Zoning Director Girling asked if their directive is to publish for the public hearing on the two? (BIZ) and Gingellville she would publish for the public hearing and it would be back after the appropriate amount of time. Commissioner gross replied, correct.

Vice-Chairman Reynolds said he thought there was a comment just as long there were no conflicts with not doing RM at the same time.

Commissioner Gross amended the motion, Commissioner Walker re-supported to include that the (BIZ) and Gingellville text amendments can be published for a public hearing.

Roll call vote was as follows: Walker, yes; St. Henry, yes; Steimel, no; Gross, yes; Ryan, yes; Reynolds, yes; Motion carried 5-1

9. PUBLIC COMMENTS
None heard

10. COMMUNICATIONS
None

11. PLANNERS REPORTS
Planner Arroyo went over the newsletter for the January 2020 issue – Planning for Housing.

12. COMMITTEE REPORTS
None

13. FUTURE PUBLIC HEARINGS
3-4-2020 at 7:05 p.m., PC-2019-38 Township Text Amendment to Zoning Ordinance #78, Articles 2, 5, 6, 14, 16, 24, 27, 30 and 34.

14. CHAIRMAN’S COMMENTS
None

15. COMMISSIONERS’ COMMENTS
Mr. Milia said that he thought that Trustee Steimel raised a good point when he clarified the Jamro Rd. He wanted to clarify it a little further that the applicant or the developer will make those improvements at the time of the subdivision is built. The subsequent maintenance would be the responsibility of the Road Commission. Trustee Steimel noted that it was already in the amended motion.

Vice-Chairman Reynolds noted that there were two (2) items that he didn't hear. One item was the clarification that at least 50% should be side garages. The second was to modify to include area "E" as a common space. He wanted to make sure that they addressed all the reviewer’s comments. There were some other discussion points that the Fire Marshal had in his letter. Was there a blanket statement to include OHM’s comments and Giffels comments being addressed? The applicant said that they didn’t have issues addressing. Commissioner Gross believed that all of those, or most of those, had been incorporated in the motion, or in the plans of the 50% of the garage, he thought that was part of the ordinance. Planner Arroyo said that the plans were inconsistent. Yes; that is an ordinance requirement.

**Roll call vote was as follows:** Walker, yes; Reynolds, yes; Steimel, yes; Gross, yes; Ryan, yes; Dunaskiss, yes. **Motion carried 6-0 (St. Henry absent)**

**B. PC-2019-51, Township Initiated Text Amendment, to Zoning Ordinance #78, Articles 2, 33 & 34.**

Chairman Dunaskiss asked if the Planner had any additional comments?

Planner Arroyo replied no. He felt that they had the overview and had quite a bit of discussion. He thought they should open it up for discussion.

Commissioner Walker said he thought it was a concise, well-done amendment. He was wondering what the driving force was behind it? Planner Arroyo replied that it really came out of the general discussions about multiple-family developments. They have these two (2) districts that are both prime for consideration for multiple-family within a mixed-use context. He thought that opening the door for other multiple-family housing types, and clarifying some of the language in the district. It is better positions, developers, to want to use these districts to actually incorporate more of this type of housing into mixed-use projects. He thought that it was some clarification and updates that needed to be made to make it more attractive so that it could actually meet the Township’s goals and also be something that they might get some interests from the development community in using.

Chairman Dunaskiss thought that with the state of affairs in the world, that the multi-family is going to be a hot product for a while and in this corridor as well. Especially with the boulevard and things coming in.

Vice-Chairman Reynolds stated that he didn’t have any major comments, and was in favor of all the text amendments brought forth. He thought it will open themselves up to a few more project types, that are actually something that would be desirable in the Township, especially in these corridors. He thought that they have had some good discussion and all their discussion points have been incorporated in these amendments.

Moved by Commissioner Gross, seconded by Commissioner Walker, that the Planning Commission forwards the recommendation to the Township Board to **approves and adopt** PC-2019-51, Township Initiated Text Amendment to Zoning Ordinance No. 78, Articles 2, 33, and 34, due to the fact that this has had an extensive discussion at a previous meeting with the
Planning Commission and it amends the ordinance to correct deficiencies, clarify the ordinance and provide more flexibility in achieving the goals of the Township Master Plan.

Discussion on the motion:

Trustee Steimel stated that they are at a point with the Planning Commission to send it to the Board. But with everything that is going on he didn’t think there was any reason to push it onto the agenda right away. Planning & Zoning Director Girling said that she had conversations about not sending it immediately because the cost has increased with advertising. The comments that she has been hearing is they don’t know if their old method of advertising is going to come back. She thought that putting the multi-family text amendment on hold, but felt that this text amendment they would finish.

Planning & Zoning Director Girling understood how labor-intensive these are for staff to complete. Looking at the sections, one is just a definition, really there are just two sections. She said the motion would still remain as it is. She noted that she would inquire about the speed to which it is placed on an agenda. She could work around elections, and workload accordingly.

Roll call vote was as follows: Reynolds, yes; Gross, yes; Ryan, yes; Walker, yes; Steimel, yes; Dunaskiss, yes. Motion carried 6-0 (St. Henry Absent)

C. Communication from the Planning & Zoning Director Regarding Administrative Review PC-2020-10, Orion Township Tower Equipment Upgrade, Admin Review Site Plan

Planning & Zoning Director Girling stated that the Supervisor received an email, which is included in your packet from a citizen, and he cannot just change the ordinance. The Supervisor referred her to me, to refer to them. The ordinance does allow for anyone to propose a text amendment with an application and a fee of $1,050. She did note that the citizen was in attendance on the call and as a courtesy, they would have a general discussion on what she is proposing. They can't stop somebody from applying, but she thought it should be beneficial for her to hear discussion on this end before she decides to proceed with the text amendments.

Planning & Zoning Director Girling noted that the Board had the email that goes into the request of a change to the ordinance. She also gave the Board the pages of how the ordinance reads right now. A lot of it goes into definitions. Looking at the different sections of the ordinance, the definitions play heavily into the ordinance. One of the definitions is private stable, but she wanted to go to livestock, which livestock says horses, cattle, sheep goats, and other useful animals normally kept or raised on a farm. The Township interpretation has been that poultry is something that is used within the farm and goes under the definition of livestock. Under private stable, it says, that it would be within a private stable, however, they would have to have 2.5 acres for the first horse or animal, and one additional acre for each additional animal. The way the Township has handling poultry has been, that, if they have 2.5 acres, they can have one chicken, and it would take an additional acre, to get the second chicken. Within the uses, the properties in question are in R-1, R-2, & R-3, which has as an allowed use, poultry, rabbits, sheep, and goats. Those are in a category of livestock by the definitions, kept as an accessory use, on a non-commercial basis for the use on the premise that it is a special land use, but it does then have a footnote talking about the required acreage. There is the ability because she does not meet the acreage, is to apply for a variance on the acreage number. Right now, she was just looking for their feelings on this text being needed to be modified. She also gave the Board the SF, SR, SE, section, it gets into private stables, which circles back to livestock and the 2.5 acres. But explicitly listed, under accessory is not the poultry and the others that are
listed in R-1, R-2, & R-3. She didn’t want to direct her to submit an application at that price if the conversation was that they felt that this ordinance is the way it should be. It is still the option of the citizen to incur that cost and go through the process, but as a courtesy, she thought a discussion, was a good starting point.

Trustee Steimel thought that the current way that the way was set up and the criteria, he thought that they went through, in the last two (2) years regarding The Right to Farm Act and thought that they did make some changes. That is how they came up with the criteria that they see now. Based on this, the request is more of a timely thing, a text amendment is going to take some time and is not really going to help the situation. He didn’t know if they could be granted something temporary, just for right now. He thought that the text amendment was timely and thought that they would like a timely answer not something that is going to take a year before they get through the whole process.

Vice-Chairman Reynolds said that this was something that the Village was discussing. He said when he was on that Board, they moved forward and proposed it as a kind of test pilot. They had a certain number of applicants, that were considering it and helped clarify having yard chickens. He knew some other ordinances locally, Oxford was doing the same thing, on a yearly basis to try it out. He slightly indifferent with it, but thought it was something they need to be refined on if they are going to allow it. He wasn’t in favor of it after he processed all the information, but that was a different commission and a different jurisdiction too.

Commissioner Ryan said that she thought that making an emergency decision on something like this for what would be a short-term thing would be the wrong thing to do. If there is enough public interest in it, she could see looking at it, but for right now to do something quickly, if it was even possible, it would be too much.

Commission Walker stated that at the Zoning Board of Appeals, they discussed this issue a year or two ago. He thought that they had talked about it, and said, the problem with it is that if they do it for one, you have to do it for everybody. The noise of the chickens to the neighbors would be somewhat disconcerting. He understood the position of the citizen’s family, but he agreed with the Commissioners, to do it on an emergency basis is not the right idea. If we felt that the citizens of the Township wanted this, they could certainly start a process, to investigate it and look to modify the ordinance. He thought that a quick reaction is not a good idea.

Commissioner Ryan added that it is something that they are talking about living things. If they do it then how do they undo it? Do they say they could do it for two months, and then they have to kill the chickens and go back to normal? It would be hard to back once they started it.

Commissioner Gross thought there would be a lot of consideration on something like this. The access and setbacks from residential properties. How many different animals would be allowed? Are they being processed on the property? All of those considerations had to be taken into account. He didn’t think a quick reaction would be appropriate.

Chairman Dunaskiss noted that for a quick fix, he didn’t think it was fair. Maybe something that they keep on the list, and continue to look at.

Vice-Chairman Reynolds thought that they should keep it on the list and discuss it with potential future text amendments, but nothing at this time.

Trustee Steimel said that they could still make a request for a text amendment, they could come in and apply. It is not cheap, and they need to understand that it is a timely process. They probably go back and pull out a lot of their notes when they discuss this and thought it was a
year or a year and a half ago. He did not mind looking at it but did not think it was a high property for them to do right now.

Planning & Zoning Director Girling noted that the citizen has sat through the meeting, and did want to make sure if they were going to allow public comment on that if she had any questions or comments.

Commissioner Walker said that he has friends of his that keeps rabbits on someone else's property. Perhaps that is an option for them.

Planning & Zoning Director Girling said that she had a chat bubble. It was from Kate, saying thank you for taking the time to discuss this and keeping an open mind about potential future changes.

8. UNFINISHED BUSINESS
None

9. PUBLIC COMMENTS
None

10. COMMUNICATIONS

B. Communication from the Planning & Zoning Director Regarding Administrative Review PC-2020-09, Kroger Order Pick-up Lane, Adm. Review Site Plan

C. Communication from the Planning & Zoning Director Regarding Administrative Review PC-2020-10, Orion Township Tower Equipment Upgrade, Adm. Review Site Plan

11. PLANNERS REPORTS
A. Trends in e-commerce and at-home deliveries

Planner Arroyo gave a brief overview of how communities were dealing with the Master Plan and zoning amendments during the pandemic.

12. COMMITTEE REPORTS
None

13. FUTURE PUBLIC HEARINGS
None

14. CHAIRMAN'S COMMENTS
None

15. COMMISSIONERS' COMMENTS
Trustee Steimel requested on the Planners letters if they could have a conclusion at the of the review letters.

16. ADJOURNMENT
Moved by Trustee Steimel, seconded by Vice-Chairman Reynolds to adjourn the meeting at 9:18 pm. Motion carried.
The Charter Township of Orion Planning Commission held a public hearing on Wednesday, May 6, 2020, at 7:05 pm.

The Charter Township of Orion Planning Commission held a regular meeting on Wednesday, May 6, 2020, at 7:00 pm VIA VIDEO CONFERENCE - GoToMeeting Access code 599-669-285 or VIA TELEPHONE 1-(571) 317-3122 Access Code 599-669-285 (Meeting being conducted via video/telephone conference due to the health concern of COVID-19 and the Governor’s Executive Order 2020-15)

PLANNING COMMISSION MEMBERS PRESENT:
Don Gross, Commissioner
Judy Ryan, Commissioner
John Steimel, BOT Rep. to PC

Don Walker, PC Rep to ZBA
Scott Reynolds, Vice Chairman
Justin Dunaskiss, Chairman

PLANNING COMMISSION MEMBERS ABSENT:
Joe St. Henry, Secretary

CONSULTANTS PRESENT:
Rodney Arroyo, (Township Planner) of Giffels Webster
Mark Landis, (Township Engineer) of OHM Advisors
Tammy Girling, Township Planning & Zoning Director
Jeff Williams, Township Fire Marshal

1. OPEN MEETING
Chairman Dunaskiss opened the public hearing at 7:05 pm.

2. ROLL CALL
As noted

OTHERS PRESENT:
Andy Milia
Kate (last name not provided)
Debra Walton

John Thompson
David Steuer

PC-2019-51, Township Initiated Text Amendment, to Zoning Ordinance #78, Articles 2, 33, & 34

Planner Arroyo said that there were two (2) different proposed amendments areas, that are under consideration. The first one is the Gingellville Village Center Overlay District. He stated that they are looking to make a number of modest changes, that have been discussed with the Planning Commission previously, in terms of being needed in order to provide some clarification and provided some direction. He said looking at page 33-1, item number F, the Schedule of Regulations, just adding a note indicating that when a proposed use otherwise permitted in the overlay district is not a permitted use in the underlying district, the Planning Commission shall use the standards in the district, that most closely corresponds to the permitted uses, and can be modified by the Planning Commission. He noted that it is more of a clarification to make that clear, in terms of those types of situations when they arise. Most of the other changes are in one section, later, under Residential Appearance, Building Height, and Density. This is where they are trying to provide some clarification in terms of specific standards that apply to residential development within this particular overlay district. In this case, residential density is
being set so that it doesn’t exceed nine (9) dwelling units per acre for the portion of the
development that is designated for residential use. The maximum density can be increased to
twenty (20) dwelling units per acre, and the maximum height and the number of stories can be
increased to three (3) stories and 45 feet if all the following conditions are met. There are some
conditions outlined such as a minimum amount of open space, set at 20%. There is some
information regarding the front-facing garages. The multiple family units proposed, there are
different types of units outlined. One of the things they are trying to do is incorporate not only
apartments and townhouses but other missing middle type housing types that could be a good
fit in this district including bungalow court, small multiplex, and duplex variety units. It also
indicated that no building exceeding 35-ft. in height shall be located closer than 100 feet from an
adjacent single-family residential district. This is just to provide some separation from the
existing single-family. The final component related to this is the fact that they also added
definitions for those missing middle housing types that they talked about. The bungalow court,
the small multiplex, and the townhouse residential so that it is clear in terms of what exactly is
envisioned. They believe that these amendments will provide some clarity and also provide for
some more flexibility for this particular district.

Planner Arroyo said that the next section deals with amendments to the Brown Road
Innovations Zone, so to provide clarification. Under Uses Permitted, dealing with conflicts with
underlying districts and the like, and noting that his district would supersede the underlying
district. For the list of uses, they tried to provide some clarification and make a few adjustments.
For example, under type "A" uses, ancillary or support uses that are allowed banks and credit
unions with or without a drive-thru. The clarification there is that both with and without drive-thru
are permitted. Those requiring special approval would include other drive-thru uses, excluding
banks and credit unions. If they have a drive-thru associated with a restaurant, that is going to
have a Special Land Use approval required whereas if it was a bank it would not require Special
Land Use approval. Also, in type "A" use grouping, auto service and body repairs being
eliminated from that particular area. In type "D" uses, they wanted to make a clarification
regarding indoor mini-storage facilities. Right now, they are permitted, if they have centralized
access, but it doesn’t really speak to whether or not what happens when they don’t have to
centralized access, that has been added as requiring Special Land Use approval. It still could
potentially be permitted in the district. Some additional changes that also address multiple-
family residential. The focus of a number of amendments, that the Township Planning
Commission has been reviewing addresses, multiple-family. In this case, it is spelling out, that
the, generally, the requirements of RM-1 & RM-2 districts are required, except where they are
modified, by the requirements in this particular district. In terms of bulk building and height, the
maximum number of floors uses multiple-family in this district would be five (5) for freestanding
multiple-family buildings. The maximum building height would be 60 feet and five (5) stories,
maximum subject to the compatibility, and setback standards. Then maximum dimension of any
building, measured in a straight line would be 200-ft. There is a maximum, in terms of the
dwelling units per acre, because of the unusual nature of this particular district, and the fact that
sometimes they have, multiple-family mixed in with office and, residential on a single building.
The density is really controlled by the bulk building, and height, and the other setback
landscaping, and other stormwater management and off-street parking requirements. When
more than one freestanding, multiple building is proposed as part of a unified development, the
number of stores should be varied. This is consistent with other requirements within the district
and the vision of the district. Garages and carports are supposed to be oriented internally.
Sites have to incorporate green spaces, such as squares and linear open spaces, include
benches, walking paths, shade trees, and other amenities to create places where residents
would want to enjoy the outdoors. The overall site design of residential areas shall focus on
walkability. The maximum site coverage, there is a sliding scale, the base is 40%. The
Planning Commission can permit the site area, the maximum coverage area, that exceeds 40%
subject to certain provisions, and including having at least 1/3 of parking spaces and garage
carport, or tuck under garages. A maximum lot coverage, 50% can be approved subject to 50% of covered parking spaces provided. In no case shall the maximum site coverage exceed 60%. They are trying to provide some flexibility in this district. He stated that the Township views this as an area where they are looking for lots of innovation, lots of creativity and he was trying to be a sparkplug in this area and these amendments will certainly help in that regard. He added that parking requirements are for residential, calling out that in this district it would be 1.5 parking spaces for each dwelling unit, and there are visitor spaces that are also required in this district. There is another provision that is added on page 152, under subsection 7D, where multiple-family buildings may have covered projecting, or recess porches, covered stoops, or lightwells if it is a brownstone type construction. So, specifying different types of building entrances that are compatible with residential dwelling units. Also, there recognizing the separation from outdoor storage areas, they currently have a separation of 500-ft. if they are next to a residential used parcel. This would apply if there is residential use within this district, they would have the same separation that would apply in that particular instance. They are trying to provide some consistency and trying to bring the ordinance in line with some of the multiple-family goals, and some of the discussion that the Planning Commission has had.

Chairman Dunaskiss asked if there were any questions from the public? There was not.

Chairman Dunaskiss closed the public hearing at 7:20pm.

Respectfully submitted,

Debra Walton
PC/ZBA Recording Secretary
Charter Township of Orion

Planning Commission Approval Date
Article XXXIV 02/20/2020 Draft Brown Road Innovation Zone

Section 34.00 – Preamble

The purpose of the Brown Road Innovation Zoning District shall be to encourage the development of property in accordance with the Charter Township of Orion Master Plan in a manner that: allows mixed industrial and commercial development in a visually cohesive district; promotes economic development; encourages collaboration between adjacent property owners in the form of shared access and lot combinations; promotes employment, and tax base; promotes redevelopment and new development; eliminates blighted properties; incorporates Low Impact Design (LID) practices as well as full or partial ratings for Leadership in Energy and Environmental Design (LEED); ensures safe and complementary vehicular and pedestrian circulation patterns and best practices for access management; improves environmental quality and remedies degraded properties; and provides an attractive transition between residential and non-residential properties. (amended 04 06 15)

The Brown Road Innovation Zoning District shall be specified for the areas as designated on the Charter Township of Orion Zoning Map.

Section 34.01 – Uses Permitted

A. Applicable Area and Requirements. The Brown Road Innovation Zoning District encompasses the area as illustrated on the Zoning Map of the Charter Township of Orion. The requirements of this Section shall be applied in addition to the requirements of the applicable zoning districts and other applicable sections of the Charter Township of Orion Zoning Ordinance. The applicable zoning district shall be based on the district which most closely corresponds to the permitted use(s), as determined by the Planning Commission. Where there are conflicts between the requirements of this Section and the requirements of the applicable zoning districts and other sections, the requirements of this Section shall supersede the requirements of the applicable zoning districts and other sections.

B. Schedule of Uses. Use and development of land and buildings shall only be for the following use groups. Land and/or buildings indicated in Table 34-1 may be used for the purposes denoted. Uses not permitted are listed in Table 34-2. Ancillary uses or support uses shall only be allowed in conjunction with larger-scale projects involving planned developments of over ten (10) acres in size. (amended 06 01 13)

C. Ancillary commercial uses or stand-alone commercial uses may be permitted within use group types A, B and C if developed in conjunction with larger-scale planned development projects having multiple tenants with a total land area of at least ten (10) acres. An ancillary use can only be built after the primary use has received building permits. The Township shall require a development agreement to ensure performance, phasing, or other development conditions as part of the ancillary commercial planned development project. The Planning Commission may also consider a waiver of the multi-tenant and minimum ten (10) acre requirement if a project promotes the economic development goals of the Township. (amended 04 06 13)

D. Special Land Uses. Ancillary uses requiring special land use approval as listed in Table 34-1 shall be subject to the standards and approval requirements set forth within Section 34.02 and as provided in Section 30.02. (added 04 06 15)

Table 34-1

(added 04 06 15. 07 17 17)

<table>
<thead>
<tr>
<th>USE GROUPS</th>
<th>EXAMPLES OF USES</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type A</td>
<td>Residential, Child Care, Health Care, and Public Uses (including or similar to the following):</td>
</tr>
<tr>
<td></td>
<td>Single-family residential</td>
</tr>
<tr>
<td></td>
<td>Multi-family residential</td>
</tr>
<tr>
<td></td>
<td>Child care centers</td>
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<tr>
<td></td>
<td>Senior assisted living</td>
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<td></td>
<td>Public/Semi-public/parks</td>
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<td></td>
<td>Essential public services</td>
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<td></td>
<td>Essential public service buildings</td>
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<td></td>
<td>Hospitals, medical office, clinics</td>
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<td></td>
<td>Radio, TV, Telephone Trans. Towers</td>
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<tr>
<td></td>
<td>Colleges/Commercial Schools</td>
</tr>
</tbody>
</table>

Charter Township of Orion Zoning Ordinance 78

Page 1
<table>
<thead>
<tr>
<th>USE GROUPS</th>
<th>EXAMPLES OF USES (cont.)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Type A (cont.)</td>
<td>Residential, Child Care, Health Care, and Public Uses (including or similar to the following):</td>
</tr>
<tr>
<td></td>
<td>Churches</td>
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<td></td>
<td>Ancillary or Support Uses Allowed:</td>
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<tr>
<td></td>
<td>Restaurants</td>
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<tr>
<td></td>
<td>Banks / Credit unions (with or without drive-thru)</td>
</tr>
<tr>
<td></td>
<td>Convenience store (without gas sales)</td>
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<tr>
<td></td>
<td>Upper floor residential</td>
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<tr>
<td></td>
<td>Outdoor Patio</td>
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<tr>
<td></td>
<td>Ancillary Uses requiring Special Land Use Approval:</td>
</tr>
<tr>
<td></td>
<td>Drive-thru uses except banks / credit unions</td>
</tr>
<tr>
<td></td>
<td>Auto service / Body repair</td>
</tr>
<tr>
<td></td>
<td>Convenience store (with gas sales)</td>
</tr>
<tr>
<td></td>
<td>Auto Wash</td>
</tr>
<tr>
<td></td>
<td>Outdoor Café</td>
</tr>
<tr>
<td>Type B</td>
<td>Commercial (including or similar to the following):</td>
</tr>
<tr>
<td>Ancillary or Support Uses Allowed without Special Land Use Approval:</td>
<td></td>
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<tr>
<td></td>
<td>Restaurants</td>
</tr>
<tr>
<td></td>
<td>Banks / Credit Unions</td>
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<td></td>
<td>Convenience Store (with or without gas sales)</td>
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<td></td>
<td>Upper Floor Residential</td>
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<td></td>
<td>Office and Retail Uses</td>
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<tr>
<td></td>
<td>Multi-tenant Shopping Centers</td>
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<td></td>
<td>Outdoor Patio</td>
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<tr>
<td></td>
<td>Ancillary Uses requiring Special Land Use Approval:</td>
</tr>
<tr>
<td></td>
<td>Drive-thru Uses</td>
</tr>
<tr>
<td></td>
<td>Convenience Store (with gas sales)</td>
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<tr>
<td></td>
<td>Auto Wash</td>
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<tr>
<td></td>
<td>Outdoor Café</td>
</tr>
<tr>
<td>Type C</td>
<td>Regional Commercial (including or similar to the following):</td>
</tr>
<tr>
<td></td>
<td>Auto dealerships</td>
</tr>
<tr>
<td></td>
<td>Large-scale retail establishments (over 55,000 sq. ft.)</td>
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<tr>
<td></td>
<td>Multi-tenant shopping centers (over 55,000 sq. ft.)</td>
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<td></td>
<td>Building &amp; lumber supply / Garden centers</td>
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<td></td>
<td>Office buildings</td>
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<td></td>
<td>Hospitals / Medical complexes</td>
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<tr>
<td></td>
<td>Hotels / Motels with conference rooms, banquet facilities and/or a restaurant with a combined minimum area of five thousand (5,000) square feet</td>
</tr>
<tr>
<td>Ancillary or Support Uses Allowed without Special Land Use Approval:</td>
<td></td>
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<tr>
<td></td>
<td>Restaurants</td>
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<td></td>
<td>Office and Retail Uses</td>
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<td>Banks / Credit unions (with drive-thru)</td>
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<td></td>
<td>Convenience store (without gas sales)</td>
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<td></td>
<td>Upper floor residential</td>
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<td></td>
<td>Outdoor Patio</td>
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<td>Ancillary Uses requiring Special Land Use Approval:</td>
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<tr>
<td></td>
<td>Drive-thru uses</td>
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<td></td>
<td>Auto service / Body repair</td>
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<td></td>
<td>Convenience store (with gas sales)</td>
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<td>Auto wash</td>
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</tbody>
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Table 34-2

<table>
<thead>
<tr>
<th>USE GROUPS</th>
<th>EXAMPLES OF USES (cont.)</th>
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</thead>
<tbody>
<tr>
<td>Type C (cont.)</td>
<td>Regional Commercial (including or similar to the following):</td>
</tr>
<tr>
<td></td>
<td>Dog kennels/Dog Animal kennel boarding or pet day care/Grooming</td>
</tr>
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<td></td>
<td>Outdoor Cafe</td>
</tr>
<tr>
<td>Type D</td>
<td>Research and Development/Industrial (including or similar to the following):</td>
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<tr>
<td></td>
<td>Computer/Information Technology and Design, Data Processing, and other Computer-Related Services</td>
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<tr>
<td></td>
<td>Corporate Offices</td>
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<td></td>
<td>Experimental Research, Development &amp; Testing Labs</td>
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<td></td>
<td>Life Science Technology and Medical Laboratories</td>
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<td></td>
<td>Incubator Workshops</td>
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<td>Manufacturing, Processing, Stamping, etc.</td>
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<td></td>
<td>Printing</td>
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<td></td>
<td>Tool &amp; Die, Gauge &amp; Machine Shops</td>
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<td></td>
<td>Truck Rental / Truck Terminal / Distribution</td>
</tr>
<tr>
<td></td>
<td>Warehousing / Wholesale</td>
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<td></td>
<td>Indoor mini-storage facilities with centralized access</td>
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<tr>
<td></td>
<td>Indoor Commercial Recreation</td>
</tr>
<tr>
<td>Auxiliary Uses requiring Special Land Use Approval:</td>
<td></td>
</tr>
<tr>
<td>Contractor’s Equipment Storage / Storage Yards</td>
<td></td>
</tr>
<tr>
<td>RV Storage</td>
<td></td>
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<tr>
<td>Indoor mini-storage facilities without centralized access</td>
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</tbody>
</table>

<table>
<thead>
<tr>
<th>USES NOT PERMITTED</th>
<th>DISTRICTS</th>
</tr>
</thead>
<tbody>
<tr>
<td>Adult regulated uses</td>
<td>Brown Road BIZ</td>
</tr>
<tr>
<td>Salvage/junk yards</td>
<td>NP</td>
</tr>
<tr>
<td>Asphalt plants</td>
<td>NP</td>
</tr>
<tr>
<td>Cement plants</td>
<td>NP</td>
</tr>
<tr>
<td>Extractive uses</td>
<td>NP</td>
</tr>
<tr>
<td>Commercial/industrial incinerators</td>
<td>NP</td>
</tr>
<tr>
<td>Slaughterhouse/rendering</td>
<td>NP</td>
</tr>
<tr>
<td>Waste processing facilities</td>
<td>NP</td>
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<tr>
<td>Composting facilities</td>
<td>NP</td>
</tr>
<tr>
<td>Bulk petroleum</td>
<td>NP</td>
</tr>
</tbody>
</table>

Key: NP = NOT PERMITTED

E. Uses not otherwise listed within a use group. Land uses which are not contained by name or by association in the use group may be permitted upon a positive recommendation of the Building Department that such uses are clearly similar in nature and/or compatible with the listed or existing uses in that district. The Building Department may also refer a request for an interpretation to the Board of Zoning Appeals in accordance with Section 30.08.

The Building Department shall consider specific characteristics of the use in question. Such characteristics shall include, but not be limited to, daily traffic generation, types of merchandise or service provided, types of goods produced, expected hours of operation, and building characteristics.
Section 34.02 – Ancillary Uses requiring Special Land Use Approval (added 04.06.15)

The following uses shall be permitted as special land uses in accordance with Table 34-1, subject to the standards and requirements set forth herein and subject to the standards and approval requirements as provided in Section 30.02:

A. Drive-Thru Uses. All drive-thru canopies and speaker boxes shall be set back no less than one hundred (100) feet from the lot line of a single-family or multi-family zoned and/or used parcel. Associated parking lots, maneuvering lanes, and drive-thru lanes shall be set back no less than fifty (50) feet from the lot line of single-family or multi-family zoned and/or used parcel. Any noise associated with a drive-thru use shall not exceed sixty (60) decibels when measured at the property line.

B. Contractor’s Equipment Storage/Storage Yards/RV Storage

1. As a principal use, outdoor contractor’s equipment storage yards and outdoor storage yards shall comply with the front, side and rear yard setbacks of Use Group D stated in Table 34-3.

2. Outdoor storage areas as a principal use shall be completely fenced with a chain link fence at least eight (8) feet high.

3. Outdoor storage areas shall be screened from view from all roadways. This screening shall be either opaque screening or evergreen landscape screening in accordance with the provisions set forth in Section 27.05.

4. Outdoor storage or display within the Brown Road Innovation Zone shall be located at least five hundred (500) feet from a residentially used parcel.

5. The outdoor storage of materials, supplies, vehicles, equipment or similar items is allowed only when such storage is specifically shown on a site plan as approved by the Planning Commission. The site plan shall illustrate or specify the following information, at minimum:
   a. The exact boundaries of proposed outdoor storage;
   b. Surfacing and drainage details;
   c. Screening details;
   d. Layout of outdoor storage areas, including access and maneuvering areas. Storage areas shall be marked (with striping, staking, or another method), and maneuvering lanes shall have a minimum width of twenty (20) feet, unless the applicant can demonstrate on the site plan how clear access throughout the storage area will be maintained for emergency vehicles.

C. Uses not otherwise listed within this Section. Special land uses which are permitted in Table 34-1 but are not specifically mentioned within this Section shall comply with the Special Land Use procedures and standards set forth in Section 30.02.

D. Existing Special Land Uses. Existing special land uses or uses previously allowed which are now considered special land uses within the Brown Road Innovation Zone District shall, by enactment of this provision, be granted the special land use status of being uses which conform to the parking, use, setback and density provisions of this chapter and, therefore, shall not be burdened with customary nonconforming use status.

Section 34.03 – Required Conditions / Flex Zoning

All activities and uses in this District shall comply with the following required conditions, except where an existing building is legally in nonconformance, or where a variance from the conditions has been legally granted by the Zoning Board of Appeals.
Brown Road Innovation

A. Site Plan Approval. The proprietor shall submit a site plan for approval, pursuant to the requirements set forth in Section 30.01 of the Zoning Ordinance.

B. Schedule of Regulations. Each use within the Brown Road Innovation Zone shall comply with Table 34-3 for area, height, setback and lot coverage. The Planning Commission is authorized to consider a waiver of up to twenty percent (20%) of the dimensional requirements from the Schedule of Regulations of Table 34-3 for larger-scale planned development projects with a total land area of at least ten (10) acres or for an assemblage of parcels as approved by the Planning Commission. A waiver shall only be granted if the property receiving the waiver does not adversely impact adjoining parcels, abut residentially zoned parcels, or create public safety concerns. The schedule of regulations is provided below (amended 04/06/13):

<table>
<thead>
<tr>
<th>Table 34-3</th>
<th>Schedule of Mixed Use Regulations</th>
</tr>
</thead>
<tbody>
<tr>
<td>Minimum Lot Area</td>
<td>Use Group A</td>
</tr>
<tr>
<td>Minimum Lot Width</td>
<td>12,000 sq. ft.</td>
</tr>
<tr>
<td>Minimum Front Yard</td>
<td>75 ft.</td>
</tr>
<tr>
<td>Minimum Side Yard</td>
<td>30 ft.</td>
</tr>
<tr>
<td>Minimum Rear Yard</td>
<td>10 ft.</td>
</tr>
<tr>
<td>Maximum Building Height</td>
<td>30 ft. (50 ft. 1)</td>
</tr>
</tbody>
</table>

1Where abutting existing zoned or used residential properties which are outside of the BIZ zoning district boundaries.

C. Height Limit. The Brown Road Innovation Zone does not contain a height limit. However, all applications for development shall be reviewed by the Building Department and/or Planning Commission for height compatibility with adjoining residential areas. Where parcels abut existing zoned residential areas, maximum height of a building shall not exceed two (2) times the setback dimension from the residentially zoned property line to the edge of the building. The Planning Commission may also require line of sight surveys, drawings, or elevations to evaluate the visual impact of buildings over five (5) stories in height. If the Planning Commission determines that line of sight is significantly impaired for adjoining residentially zoned parcels, the Planning Commission may impose a five (5) story or sixty (60) foot height limitation.

D. Multi-Family Residential. The following area and bulk requirements shall supersede the requirements of this Section and the RM-1 and RM-2 districts for multi-family residential. The minimum floor area per unit, building setbacks, and building types and regulations shall be in accordance with B, below.

1. Building Bulk and Height. The maximum number of floors used as multiple-family residential in a building shall be five (5). For a free-standing multiple-family building, the maximum building height shall be sixty (60) feet and five (5) stories subject to the compatibility and setback standards in subsection C. The maximum dimension of a building measured in any straight line shall be two hundred (200) feet.

2. Maximum Number of Dwelling Units Per Acre. The maximum number of dwelling units permitted on a site shall be dictated by the combination of building height, landscaping, stormwater management, site coverage, and off-street parking requirements.

3. When more than one freestanding multiple-family building is proposed as part of a unified development, the number of stories shall be varied.

4. Garages and carports shall be oriented internally, and garage doors and carports shall not be located in front yards. Garage doors shall not face a public street unless they are located in a rear yard.

5. Sites shall incorporate green spaces such as squares and linear open space areas that include benches, walking paths, shade trees, and other amenities that create places where residents can enjoy the outdoors.

6. The overall site design of residential areas shall have a focus on walkability and be consistent with the intent of the district.

7. Maximum Site Coverage: 40%. The Planning Commission may permit a maximum site coverage that exceeds 40% subject to covered parking, such as garage, carport, or tack-under garages being provided for at least one-third of the parking spaces provided. A maximum site coverage of 50% may be approved subject to 50% covered parking spaces provided. In no case shall the maximum site coverage exceed 60%.
E. Off-Street Parking.

1. Parking requirements shall be based upon the following schedule:

   a. One (1) parking space per two hundred (200) square feet of gross floor area for general retail uses, personal services, banks, offices, auto sales, etc.

   b. One (1) parking space per one hundred (100) square feet of gross floor area for restaurants.

   c. Parking requirements for industrial-related districts shall be based upon one (1) parking space per one thousand (1,000) square feet of gross floor area.

   d. Parking requirements for residential shall be based upon one and one-half (1.5) parking spaces for each dwelling unit. Parking for visitors shall also be provided at the rate of one (1) parking space for every three (3) dwelling units. 

2. The Planning Commission may, at their discretion, modify the numerical requirements for off-street parking based on evidence provided by the applicant that indicates that another standard would be more reasonable, because of the level of current or future employment, and/or the level of current or future customer traffic.

3. No parking area or driveway shall be closer than thirty (30) feet to the adjacent property lines when the parcel abuts residentially zoned or used property. However, when the parcel abuts commercial/office or industrially zoned property, no parking area or driveway shall be closer than twenty (20) feet to the adjacent property lines.

4. Driveways and parking areas shall be curbed and consist of hard surfaced concrete, blacktop, or equivalent, as approved by the Planning Commission.

5. All off-street parking shall conform to the standards set forth in Section 27.04 of this Ordinance.

6. The required setback for parking may be reduced in width or waived by the Planning Commission, subject to landscaping or screening requirements.

F. General Design Standards. All proposed development and construction within the Brown Road Innovation Zoning District shall comply with the following standards:

1. Development Patterns. Proposed development shall reflect characteristics and design features that are consistent with the Charter Township of Orion Master Plan. The intent of the District is to create a coordinated development pattern which provides a smooth transition between uses and properties. Transition may be created through coordination of building styles and setbacks, landscape buffers, and cross-access between properties.

2. A mix of industrial, commercial, and other uses is allowed as long as appropriately buffered and sited.

3. Access Management, Parking, and Loading. Overall street and/or driveway design and layout shall be an integral component of site design providing for both internal access to service the development of properties and cross-access between individual properties (Figure 34.1). Developments shall meet the access management standards set forth in Section 27.14 while, parking, and loading shall meet the standards set forth in Article 27.04. (amended 04 06 13. 07 17 17)

4. (added 07 17 17) Off-street parking shall be located predominantly within the side or rear yard areas, unless waived by the Planning Commission. The Planning Commission may allow parking in the front yard, subject to traffic safety, visibility, landscape buffering, or other site factors. If parking is allowed within the front yard as provided above, and the parking area is proposed within two-hundred (200) feet of a public road right-of-way, only a one-way or two-way maneuvering lane with two rows of parking stalls may be provided in the front yard. The remainder of parking shall be located in the side or
Brown Road Innovation

rear yard unless waived by the Planning Commission. All parking must meet the setback standards of Section 34.03.D and the greenbelt requirements as shown in Figure 34.4 or 34.6.

In an effort to reduce impervious surfaces and roadway conflict points due to multiple driveway access points, where possible, shared parking and common access drives are required unless waived by the Planning Commission for all properties within the BIZ District. Waivers may be requested due to topographic or use incompatibility between properties. See Figure 34.1 for example access management and shared parking layout.

Figure 34.1
Access Management / Shared Parking

5. Pedestrian Pathways and Sidewalks. Emphasis shall be placed on providing a pedestrian circulation system which promotes safety and connects mixed use areas. Vehicular access and circulation shall be planned to ensure safe pedestrian movement by means of safety paths within the development.

6. General Site Design/Architectural Guidelines. It is the intent of the District to provide an environment of high quality and complementary building architecture and site design. Special emphasis shall be placed upon methods that tend to reduce the visual impact of large buildings, to encourage tasteful, imaginative design for individual buildings, and to create a complex of buildings compatible with the Brown Road corridor. Large-format retail centers shall comply with Section 27.16.

7. Specific Site Design/Architectural Guidelines for properties fronting Brown Road. In an effort to provide a transition and continuity from Brown Road to the Gingellville area to the north, the following architectural guidelines shall be incorporated into the design of principal and ancillary structures along Brown Road.

(a) Architectural interest shall be provided through the use of repetitious patterns of color, texture and material modules, at least one of which shall repeat horizontally. Each module should repeat at intervals of no more than fifty (50) feet. Plain 8" x 16" concrete masonry units shall be avoided. Clay brick, stone and/or textured, split face or patterned masonry units shall be used.
b. Building facades greater than one hundred (100) feet in length shall incorporate recesses, projections and or windows along at least twenty percent (20%) of the length of the façade. Varying roof lines, projections/recesses etc. are encouraged. Windows, awnings, and arcades must total at least sixty percent (60%) of a façade length abutting a public street.

c. Standardized, pre-engineered metal sided industrial buildings shall be prohibited unless approved by the Planning Commission.

d. Primary building entrances should be clearly defined and recessed, or framed by a sheltering element such as an awning, arcade or portico in order to provide shelter from the summer sun and winter weather. Multiple family buildings may have covered projecting or recessed porches, covered stoops, or lightwells (for brownstone type construction).

e. Greenbelts for Use Group A, B, and C shall be 20' in width. The greenbelt for Use Group D shall be 30' in width.

8. Landscaping/Greenbelts/Buffers/Screening Elements. All landscape features of the site shall conform to the requirements set forth in Section 27.05 as well as the regulations listed in Section 34.02K.

9. Site plan applications shall comply with the submittal requirements of Section 30.01.

10. Interior Access Roads. New roads providing interior access to two (2) or more lots shall provide a right of way of at least sixty-six (66) feet. Interior access roads having connections with either Joslyn Road, Brown Road or Jordan Road shall be provided with entry area improvements including enhanced landscaping (Figure 34.4) and masonry knee walls as depicted in accompanying figures (Figure 34.2 and 34.3). Each side of the entry area and designated right of way shall contain a minimum of the following features (added 07 17 17):

a. 4 ornamental or shade/street trees

b. 12 shrubs

c. 24 linear feet of 30” high knee wall

d. Knee wall and landscaping shall comply with the sight visibility and corner clearance requirements of Section 27.03G.

Figure 34.2
Interior Road Entrance Area Example
G. Sign Regulation. All signs shall comply with the standards set forth in Orion Township Sign Ordinance No. 138.

H. Lighting Regulations.

1. A lighting plan shall be submitted with all site plans as set forth in Section 27.11 of this Ordinance. All other Zoning Ordinance regulations shall apply unless otherwise noted in this Ordinance.
2. Exterior site lighting shall be fully shielded and directed downward to prevent off-site glare.

3. Site illumination on properties adjacent to residential properties shall not exceed 0.3 foot-candle along property lines, or 1.0 foot-candle along non-residential property lines. Parking lot lighting shall be governed by Section 27.11.

4. Ornamental lighting shall be provided within the greenbelt adjacent to Brown Road. Specifically, lights within this area shall be compatible with the DTE "North Yorkshire" poles (Figure 34.5) and fixtures. Compatibility shall be determined during site plan review. All lights shall be spaced 125' apart and shall be 18.5' in height. *(added 07.17.17)*

5. Lighting fixtures within the interior portion of the BIZ district and not within the greenbelt of Brown, Joslyn or Jordan Roads shall be bronze color, shoebox style LED on a square pole. *(added 07.17.17)*

![Figure 34.5]
BIZ (Brown Rd.) Fixture Standards

1. Knee Wall. Where required, a 30" high knee wall as illustrated in Figures 34.2 and 34.3 shall be installed. The knee wall shall adhere to the following standards. *(added 07.17.17)*

   - Decorative knee wall shall be located within the greenbelt, parallel to the R.O.W. and adjacent to the entry planting.
   - Columns shall be located at each end of the fence with a brick base and limestone cap.

<table>
<thead>
<tr>
<th>Item</th>
<th>Material Description</th>
</tr>
</thead>
<tbody>
<tr>
<td>Brick Column</td>
<td>Belden, Face Brick, Century Reds</td>
</tr>
<tr>
<td>Limestone Cap</td>
<td>Limestone Cap, 4&quot; thick</td>
</tr>
</tbody>
</table>

   - Columns shall have an overall height of 36 inches with a wall height of 2 feet 6 inches.
   - Maintenance and repair of the knee wall shall be the responsibility of the property owner.

J. Public Road Access. Any use developed or proposed within this district shall have direct access to a dedicated public or private road. Access management requirements for driveways, curb cuts, and traffic shall comply with Section 27.14.

K. Utilities. All utilities servicing the buildings or structures shall be buried underground.

L. Accessory Outdoor Storage. Accessory outdoor storage areas shall be permitted, subject to the following *(added 04.06.13)*:

1. Outdoor storage areas shall be incidental to the primary use, and shall not exceed ten percent (10%) of the principal building area, one thousand (1,000) square feet, or eight thousand (8,000) cubic feet, whichever is less. An incidental outdoor storage area which exceeds these dimensions shall be considered a special land use.
2. Outdoor storage shall be limited to the rear yard area.

3. Outdoor storage areas shall be completely fenced with a chain link fence at least eight (8) feet high.

4. Outdoor storage areas shall be screened from view from all roadways. This screening shall be either opaque screening or evergreen landscape screening in accordance with the provisions set forth in Section 27.05.

5. Outdoor storage or display within the Brown Road Innovation Zone shall be located at least five hundred (500) feet from a residentially used parcel. This includes parcels with multi-family residential use within the Brown Road Innovation Zone.

6. The outdoor storage of materials, supplies, vehicles, equipment or similar items is allowed only when such storage is specifically shown on a sketch/site plan as approved by the Zoning Administrator. The sketch/site plan shall illustrate or specify the following information, at minimum:
   a. The exact boundaries of proposed outside storage;
   b. Surfacing and drainage details;
   c. Screening details;
   d. Layout of outside storage areas, including access and maneuvering areas. Storage areas shall be marked (with striping, staking, or another method), and maneuvering lanes shall have a minimum width of twenty (20) feet, unless the applicant can demonstrate on the site plan how clear access throughout the storage area will be maintained for emergency vehicles.

M. Covered Trash / Recycling or Compactor Areas.

1. Covered trash receptacles, recycling receptacles or compactors shall be surrounded on three (3) sides by masonry brick-type walls one (1) foot higher than the receptacle shall be provided in the rear yard of the building or principal use structure.

2. The fourth side of the trash receptacle, recycling receptacle or compactor enclosure shall be equipped with an opaque lockable gate that is the same height as the brick-type wall.

3. The Planning Commission may, at their discretion, waive the requirements for a covered trash receptacle or compactor as described herein, if, after considering the nature of the operation being proposed, the Commission determines that the amount of trash generated can be adequately disposed of without use of an outside trash receptacle or compactor.

N. Loading and Unloading.

1. Loading and unloading areas shall be located in the rear or side yard of a non-residential district when required.

2. Loading and unloading areas shall not be located where they will interfere with parking or obstruct ingress and egress.

3. All loading and unloading areas shall be in conformance with the requirements set forth in Section 27.04.

O. Performance Bond Requirement. The Planning Commission shall require a performance bond to be deposited with the Township Clerk in accordance with the provisions set forth in Section 30.09, to ensure that necessary and required improvements proposed on the site plan will be completed.

P. Building Type. All principal uses shall be contained within a free-standing building.

Q. Safety Paths. Construction of safety paths for pedestrian use and use by non-motorized vehicles shall be required in conjunction with the development of all parcels in this zoning district. The safety paths shall conform to the specifications outlined in Section 27.06 and Ordinance No. 97.
Brown Road Innovation

R. Tree Preservation Regulations. The tree permit requirements apply to developments in this District, according to the terms of Section 27.12.

S. Wetland Setbacks. The wetland setback requirements apply to all developments in this District, according to the terms of Section 27.17.

T. Noise. Regulations regarding the abatement and control of excessive noise are found within the Charter Township of Orion Noise Ordinance No. 135.

U. Landscaping. Landscaping and screening shall comply with the following:

1. Landscaping Adjacent to Roads. (amended 07.17.17)

   a. Where a use type A, B, or C abuts a public road, a twenty (20) foot greenbelt shall be provided with one (1) shade tree per 30 lineal feet, and one (1) shrub per ten (10) lineal feet (Figure 34.6). A 24"-30" berm or 30" high knee wall shall be required to screen parking areas fronting on public roadways. The berm or knee wall shall be required to block headlight glare and screen parking lot areas. For the purposes of computing length of road frontage, openings for driveways and sidewalks shall not be counted.

   b. Where a use type D abuts a public road, a thirty (30) foot greenbelt shall be provided with one (1) evergreen tree per fifty (50) lineal feet, one (1) ornamental tree per seventy-five (75) lineal feet and one (1) shrub per ten (10) lineal feet. Parking areas fronting a public road shall be screened by a 24"-30" high berm or 30" high knee wall. Outdoor storage shall be screened from views from a public right-of-way. For the purposes of computing length of road frontage, openings for driveways and sidewalks shall not be counted.

   c. Landscaping of street trees and ornamental trees shall be comprised of the following varieties or other species as approved by the Township.

<table>
<thead>
<tr>
<th>Street Tree Plant List</th>
<th>Latin Name</th>
</tr>
</thead>
<tbody>
<tr>
<td>Between Back of Curb to Front of Sidewalk or safety path</td>
<td>Armstrong Red Maple Acer x freemanii 'Armstrong'</td>
</tr>
<tr>
<td>Between Back of Sidewalk/safety path to R.O.W.</td>
<td>Frontier Elm Ulmus 'Frontier'</td>
</tr>
</tbody>
</table>

Entryway Landscape:

i. Ornamentals trees shall be located on each side of the entrance drive.

ii. All ornamental trees shall not be located within the sight triangle limits.

iii. All ornamental trees at entry landscape shall be the same type per entry landscape.

iv. Ornamental trees can be selected from the following plant list or other species approved by the Township.
v. All understory landscape shall be located in front of the ornamental trees.

vi. All understory landscape shall have a maximum height of 30 inches.
2. Screening Between Uses.

a. Where a residential use abuts a non-residential use, a thirty (30) foot buffer shall be provided with one (1) shade tree per thirty (30) lineal feet, one (1) flowering tree per seventy-five (75) lineal feet, and a combination of shrubs at one (1) shrub per five (5) lineal feet, wall, fence, or berm at a height of six (6) feet as approved by the Planning Commission (Figure 34.7).

b. Where a use type D abuts any other use type including residential, a thirty (30) foot buffer shall be provided with one (1) shade tree per thirty (30) lineal feet, one (1) evergreen tree per fifty (50) lineal feet, one (1) flowering tree per seventy-five (75) lineal feet, and a combination of shrubs at one (1) shrub per five (5) lineal feet, wall, fence, or berm at a height of six (6) feet as approved by the Planning Commission (Figure 34.8).

c. For screening between any other uses, a twenty (20) foot buffer shall be provided with one (1) shade tree per thirty (30) lineal feet, and a combination of shrubs at one (1) shrub per ten (10) lineal feet, wall, fence, or berm at a height of six (6) feet as approved by the Planning Commission (Figure 34.9).

Figure 34.7
Buffering between Residential and Non-residential Uses
Brown Road Innovation

Figure 34.8
Buffering Between Use Type D and All Other Use Types

Planting Requirements:
Property Boundary: 250 feet
Shade Trees @ 1/20 feet: 9
Evergreen trees @ 1/50 feet: 5
Flowering Trees @ 1/75 feet: 4
Combination of shrubs @ 1/5 feet: 50, wall, fence, or beam 6 feet high

Figure 34.9
Buffering Between All Other Use Types

Planting Requirements:
Property Boundary: 250 feet
Shade Trees @ 1/20 feet: 9
Combination of shrubs @ 1/10 feet: 25, wall, fence, or beam 6 feet high
V. General Landscaping Requirements.

1. General Site Requirements. All undeveloped portions of the site shall conform to the following general landscaping standards, except where specific landscape elements, such as greenbelts, berms, parking lot landscaping, landscaping along roadways, or screening, are required:

   a. All undeveloped portions of the site shall be planted with grass, ground cover, landscape mulch, shrubbery, landscape stone, or other suitable live plant material, which shall extend to any abutting street pavement edge. Grass areas in the front yard of all nonresidential uses shall be planted with sod or hydroseeded.

   b. Unless otherwise specified, wherever an evergreen or landscaped screen is required, screening shall consist of closely spaced evergreen plantings (i.e., no farther than fifteen (15) feet apart), which can be reasonably expected to form an eighty percent (80%) visual barrier in summer and a sixty percent (60%) visual barrier in winter, and that will be at least six (6) feet above the ground level within three (3) years of planting. Deciduous plant materials may be used, provided that an eighty percent (80%) visual barrier in summer and a sixty percent (60%) visual barrier in winter is maintained. Wherever screening is required adjacent to residentially zoned property, the screening shall be installed as soon as practicable in relation to site grading and general construction activities.

   c. The site plan shall indicate the proposed method of watering landscaped areas. Landscape areas along the frontage of Brown Road, Joslyn Road or Jordan Road shall be irrigated. (amended 07/17/17)

   d. The landscape requirements as illustrated in Figures 34.4 and 34.6 through 34.9 are representative. The required number of trees and shrubs may be grouped or clustered within a flexible design arrangement, as long as the minimum quantity of plant materials is provided.

2. Landscape Material Standards. Unless otherwise specified, all landscape materials shall comply with the following standards: Plant materials used in compliance with the provisions of this Section shall be nursery grown, free of pests and diseases, hardy in southeastern portion of the state, in conformance with the American Standards for Nursery Stock of the American Landscape and Nursery Association (formerly the American Association of Nurserymen) and shall have passed inspections required under state regulations.

3. Modifications to Requirements. In consideration of the overall design and impact of a specific landscape plan and in consideration of the amount of existing plant material to be retained on the site, the Planning Commission may modify the specific requirements outlined in this Section, provided that any such adjustment is in keeping with the intent of this Section and this chapter in general. In determining whether a modification is appropriate, the Planning Commission shall consider whether the following conditions exist:

   a. Topographic features or other unique features of the site create conditions such that strict application of the landscape regulations would result in a less effective screen than an alternative landscape design.

   b. Parking, vehicular circulation, or land use are such that required landscaping would not enhance the site or result in the desired screening effect.

   c. The public benefit intended by the landscape regulations could be better achieved with a plan that varies from the strict requirements of this Section.
W. Zoning Boundaries for the Brown Road Innovation Zone.

Figure 34.10
Zoning Map for the Brown Road Innovation Zone Area
Article XXXIII 02/20/2020 draft Gingellville Village Center Overlay District

Section 33.00 – Preamble

The Gingellville Village Center Overlay District encompasses the area as illustrated on the Charter Township of Orion Zoning Map. The purpose of the Gingellville Village Center Overlay District shall be to promote the development of the area in accordance with the Gingellville Village Planning and Design Guidelines in such a manner that will: maintain, preserve and enhance historic resources; allow for a mixed use concept of new development that advances the creation of a “Village”; arrive at a residential pattern which addresses both style and architecture appropriate for the area; and, develop a vehicular and pedestrian circulation pattern appropriate for a “Village” while recognizing current community and lifestyle issues.

Section 33.01 – Principal Uses Permitted

All uses within the Gingellville Village Center Overlay District shall be restricted to those listed as either permitted principal uses and/or special uses in the underlying zoning district or those uses listed as approved as a separate Planned Unit Development.

A. Unless otherwise zoned, commercial uses shall be limited to low intensity retail, office or professional uses similar to the Restricted Business zoning district (RB).

B. Unless otherwise zoned, “Big Box” or intensive commercial uses shall be restricted. Maximum floor area for commercial use shall be limited and shall be consistent with the Village character (generally not greater than thirteen thousand (13,000) square feet per tenant). (amended 08.29.11)

C. Unless otherwise zoned, commercial or office uses shall not extend more than five hundred thirty-five (535) feet beyond the future right-of-way of Baldwin Road. Parcel areas deeper than five hundred thirty-five (535) feet shall be reserved for residential uses. (amended 08.29.11)

D. Unless otherwise zoned, multi-family, attached housing shall not extend more than one thousand (1,000) feet east or west of the future right-of-way of Baldwin Road. (amended 08.29.11)

E. Mixed-Use PUD projects within the Village Center are intended to be predominately residential. Not more than fifty percent (50%) of the total floor area for a mixed PUD project shall be non-residential. However, the Township Board and Planning Commission may consider deviations from the fifty percent (50%) maximum non-residential floor area if it is determined that the project will not create excessive traffic impacts, is consistent with high quality design standards and will not adversely impact surrounding residential areas. (amended 08.29.11)

F. The Schedule of Regulations for the underlying zoning district shall be applied for density, height, setback, lot size, lot width, lot coverage, floor area, etc. When a proposed use otherwise permitted in the overlay is not listed as a permitted use in the underlying district, the Planning Commission shall use the standards in the district which most closely corresponds to the permitted use(s), and these may be modified by the Planning Commission if necessary to meet the spirit and intent of the overlay district.

G. Commercial buildings shall not contain a continuous building frontage of more than two hundred fifty (250) feet without a break or separation of building.

H. For large scale mixed use projects over forty (40) acres in size, at least sixty percent (60%) of the development acreage shall be reserved for single family detached residential uses. Housing for senior citizens shall be excluded from this restriction.

I. Mixed use developments including residential and commercial uses are encouraged as part of a PUD. Single family residences are favored as the predominate land use in the mixed use developments and may be interspersed with a mixture of multi-family/attached housing or local business uses.
Article XXXIII 02/20/2020 draft Gingellville Village Center Overlay District
Section 33.02 – Design Standards

In addition to complying with the design standards set forth in this section, all proposed development and construction within the Village Center shall comply with the "Gingellville Village Design Plan and Guidelines" which shall be adopted by resolution of the Charter Township of Orion Board of Trustees, upon recommendation of the Orion Township Planning Commission. General Design Standards are listed as follows:

A. General Standards.

1. Land uses should transition from commercial, or multi-family, to lower density residential uses including single family detached units to the east and west of Baldwin Road, with appropriate buffers and screening on the perimeter.

2. The Village Center developments shall promote pedestrian connection and linkage.

3. Secondary access shall be required by either parallel access roads or perpendicular access from Baldwin Road.

4. Rear yard parking or at least a significant portion of rear yard and side yard parking shall be required.

5. Pedestrian amenities such as streetscape, street furniture, benches, lighting, pavers and extensive landscaping shall be required and shall meet the standards as listed in the Gingellville Village Design Plan and Guidelines or approved equivalent as determined by the Building Department.

6. All projects shall demonstrate quality architecture and landscaping consistent with the Gingellville Village Design Plan and Guidelines.

B. Open Space and Community Design Feature.

1. Residential Uses. An active or passive recreation/open space plan shall be submitted to Planning Commission for consideration. The plan shall demonstrate that at least fifteen percent (15%) of the gross land area is maintained for recreation/open space amenities which accurately reflect the intended demographics of the development.

2. Required open space may be fulfilled in other parcels or non-contiguous areas of the overlay district subject to approval of the Planning Commission and other restrictions which will guarantee permanent open space.

3. All Non-Residential Uses. Each non-residential establishment shall contribute to the establishment or enhancement of community and public spaces by providing at least two (2) of the following: patio/seating area, pedestrian plaza with benches, window shopping walkway, outdoor playground area, outdoor sculpture, kiosk area, water feature, clock tower or other such deliberately shaped area and/or a focal feature or amenity that, in the sole discretion of the Township, is determined to adequately enhance such community and public spaces. All non-residential PUD's shall provide at least ten percent (10%) open space as required in Section 30.03.

Charter Township of Orion Zoning Ordinance 78 Page 33 - 2
4. **Money in Lieu of Construction.** In lieu of establishment of public space amenities, such as pedestrian plazas, window shopping walkways, outdoor play area, outdoor sculpture, kiosks, water features, clock tower, etc., the Township Planning Commission and/or Township Board may accept a sum of money equivalent to the actual cost of construction for the public space amenities. Money in lieu of construction shall only be allowed for sites where there are practical difficulties, spatial limitations or other factors which prevent on-site construction of public amenities. The amount shall be placed in escrow or other named accounts as established by the Township Board for ongoing or future construction of public space amenities within the Gingellville Village Center Overlay District.

5. **Compliance with Gingellville Village Design Plan and Guidelines.** Money in lieu of construction for public space amenities shall be directed to projects in accordance with the Gingellville Village Design Plan and Guidelines. Funds shall be designated for projects approved by the Planning Commission and Township Board which implement components of the Concept Plan for the Village of Gingellville (see Map 3 at end of Article) or other public space amenities within the Gingellville Village Center Overlay District.

C. **Site Access, Parking and Loading.** Site access, parking and loading shall be controlled in the interest of public safety. Each building or group of buildings and its parking or service area, shall be subject to the following restrictions:

1. Provisions for circulation between developments on adjacent parcels shall be required through joint drives and cross-access connections.

2. Driveway placement must be such that loading and unloading activities will not hinder vehicle ingress or egress. All loading areas for non-residential uses shall be located within rear yard or side yard areas, and/or screened.

3. Access management standards shall be in accordance with Section 27.14.

D. **Pedestrian Pathways and Sidewalks.** Vehicular access and circulation shall be planned to ensure safe pedestrian movement within the development. Pedestrian systems shall provide safe, all-weather, efficient, and aesthetically pleasing means of on-site movement and shall be an integral part of the overall site design concept. Pedestrian pathway connections to parking areas, buildings, other amenities and between on-site and perimeter pedestrian systems and safety paths shall be planned and installed wherever feasible.

E. **Signage.** All signs permitted within the Gingellville Village Center Overlay District shall be subject to the provisions of Ordinance No. 138 unless a stricter provision is provided below. In addition to the overall intent of this section, the intent of this subsection is to ensure that signs within the Gingellville Village Center Overlay District shall be uniform in size, design, appearance and material. Accordingly, all signs within the Gingellville Village Center Overlay District shall be subject to the following requirements and standards *(amended 02.21.06)*:

1. All signs shall be designed so as to be integral and compatible with the architecture and landscaping component of the development.

2. Multi-tenant commercial developments shall have signs that share common design elements. This may be accomplished through design continuity of the following:

---

*Charter Township of Orion Zoning Ordinance 78*
1. uniform color or a harmonious range of complementary colors for all signage
2. common lettering and/or graphic style
3. similar location of sign on the building frontage
4. uniform construction materials
5. uniform size and proportion
6. uniform background panel

3. Multi-tenant developments shall require submittal of a Common or Master Signage Plan which illustrates the above listed design elements. The Common or Master Signage Plan shall be submitted in conjunction with Ordinance No. 138 Procedures and Requirements and shall include building sections / elevations as well as the location, size, scale and materials of all proposed signs. (amended 02.21.06)

4. Shielded external illumination is encouraged to reduce glare. No portion of the sign shall have a luminance greater than fifteen (15) foot candles measured at four (4) feet perpendicular to any surface.

5. It is recommended that signs with internal illumination provide a dark background with lighter colored lettering or logo. An internally lit sign with white background will generally exceed the maximum allowable luminance.

6. The light from illuminated signs shall be shielded at its source in a manner that will not shine light on adjacent properties or onto public streets or sidewalks.

F. Lighting. All lighting shall conform to the requirements of Section 27.11, in order to maintain vehicle and pedestrian safety, site security, and accentuate architectural details.

1. All street and parking lot lighting shall be installed in accordance with the Gingellville Village Design Plan and Guidelines or approved equivalents.

2. Pedestrian lighting shall be provided for pedestrian walkways, building entries and other areas where illumination is needed to permit safe pedestrian travel.

G. Landscaping / Greenbelts / Buffers / Screening Elements. All landscape features of the site shall conform to the requirements detailed in the Charter Township of Orion Zoning Ordinance and the Gingellville Village Design Plan and Guidelines, in order to ensure that the image of the Village is promoted by the organization, unification and character of the district.

1. Parking Lot Screening Along Baldwin Road. The screening of parking lots along Baldwin Road shall conform with the Gingellville Village Design Plan and Guidelines and the pillar and fence details provided herein. The plantings to occur along the screening fence will also be in accordance with the Gingellville Village Design Plan and Guidelines (consisting of perennials and compact shrubs along the fence).

H. Architecture.

1. An individual building shall not exceed five thousand (5,000) square feet per tenant. Existing buildings or new buildings within the GB District shall be excluded from this requirement. General architectural standards are listed as follows:
Article XXXIII  Gingellville Village Center Overlay District

a. All buildings shall have a roof pitch of no less than four (4) feet of rise (vertical) over twelve (12) feet of run (horizontal).

b. The exterior of the building shall appear to have an abundance of individual uses through the inclusion of windows and varying architectural treatments, while the interior may consist of one individual use. Large expanses of blank walls are to be avoided.

c. Architectural interest shall be provided through the use of repetitious patterns of color, texture and material modules, at least one of which shall repeat horizontally. Each module should repeat at intervals of no more than fifty (50) feet.

d. Building facades greater than one hundred (100) feet in length shall incorporate recesses, projections and or windows along at least twenty percent (20%) of the length of the facade. Varying roof lines, projections/recesses etc. are encouraged to enhance “Village” characteristics. Windows, awnings, and arcades must total at least sixty percent (60%) of a facade length abutting a public street.

e. Primary building entrances shall be clearly defined and recessed, or framed by a sheltering element such as an awning, arcade or portico in order to provide shelter from the summer sun and winter weather.

I. Building Materials.

1. Materials shall blend with those existing on adjacent properties.

2. One dominant material shall be selected, with a preference towards masonry and stone.

J. Residential Appearance, Building Height, and Density Architecture.

1. Lots having sufficient width shall require side entrance garages.

2. Front facing garages shall extend no more than six (6) feet past front living area.

3. Front porches are required for all single family residences. Porches shall be a minimum size of eight (8) feet in width and six (6) feet in depth.

4. At least fifty percent (50%) of the front elevation of a house dwelling, excluding garage door, shall be masonry material such as brick, stone, or cementitious siding. Cultured stone shall be acceptable.

5. Residential density shall not exceed nine (9) dwelling units per acre for the portion of the development that is designated for residential use. This maximum density may be increased to twenty (20) dwelling units per acre and the maximum height / number of stories may be increased to three (3) stories / forty five (45) feet if all the following conditions are met:

   a. Minimum residential open space shall be twenty (20) percent. There shall be a square, green or similar open space park or plaza that includes benches, shade trees, walking paths (sidewalks and/or trails), and similar amenities within or at the edge of the residential area.

   b. Front facing garages shall be recessed from the front living area by at least five (5) feet.

   c. If multiple-family units are proposed, they shall be of a townhouse, bungalow court, small multiplex (triplex or quadplex), or duplex variety. When these building types are proposed, the Planning Commission may permit reduced setbacks, consistent with Section 33.03, based upon consideration of the building type, development concept, and adjacent land uses. Apartments are also permitted as part of the density bonus and additional building height bonus, provided they shall have no building dimension, measured in a straight line, that exceeds one hundred sixty (160) feet.

   d. No building exceeding thirty-five feet in height shall be located closer than one hundred feet from an adjacent single-family residential district.

K. Fences.

1. The finished side of all fences shall face the common property line boundary or the public right-of-way.

2. Only the following fence materials shall be allowed: wood (or vinyl closely resembling wood) wrought iron

Charter Township of Orion Zoning Ordinance 78
Article XXXIII  Gingellville Village Center Overlay District

(or aluminum closely resembling wrought iron) stone or brick. All other fence materials, including chain link and vinyl-clad chain link are prohibited unless placed in side or rear yards or screened from public view by landscaping or other means.

L. Building Roofs.

1. In instances where roof vents, roof-mounted mechanical equipment, pipes, etc., can be viewed from ground level, they shall be grouped together, painted to match roof color to reduce their appearance, and screened from view.

2. There shall be variations in roof lines to reduce the massive scale of the structure and add visual interest. Single roof planes covering more than three thousand (3,000) square feet must be broken up by dormers, cross-ridges, minor roofs, chimneys or similar features.

M. Screening of Exterior Electrical Equipment and Transformers.

1. Transformers that may be visible from any primary visual exposure area shall be screened with either plantings or a durable non combustible enclosure which are unified and harmonious with the overall architectural theme.

2. Exterior-mounted electrical equipment shall be mounted on the interior of a building wherever possible, or shall be located where it is substantially screened from public view. Such equipment shall never be located on the street side or primary exposure side of any building.
Article XXXIII  Gingellville Village Center Overlay District
Section 33.03 – Modification of Standards

A. The Planning Commission shall have the authority to waive or modify the standards of Section 33.01 or 33.02 upon consideration of the following:

1. The standards of this section would prevent reasonable use of the site.

2. Existing site design including architecture, parking, driveways, etc. are placed in a manner which makes application of standards impractical.

3. Limited lot area and the arrangement of existing features provide inadequate space to accommodate design requirements.

4. Other design constraints and considerations as defined by the Planning Commission.

5. The requirements of Sections 33.01 and 33.02 may be modified by way of a Planned Unit Development approved in accordance with Section 30.03.
Amend Article II, Construction of Language & Definitions, Section 2.01 Definitions, to add the following definitions:

Bungalow Court Residential: The bungalow court is a multiple family residential dwelling unit type consisting of detached structures, each containing one dwelling unit, surrounded by yard space on all four sides. More than one dwelling unit is placed on a single lot. Each dwelling unit has separate housekeeping, cooking and bathroom facilities. All units front upon a common landscaped court that contains pedestrian paths, and the common pathways connect to the front entry of each dwelling unit.

Small Multiplex Residential: Small multiplex residential is multiple family building type consisting of single structures that contain three or four units. These units are attached side-by-side and/or stacked. At least two units are accessed from a shared pedestrian entry facing a street, and other units are accessed from a side or rear door or they may also be accessed from the common entryway facing the street. Yard space is provided on all four sides. Each dwelling unit has separate housekeeping, cooking and bathroom facilities. This building type shall be designed to have the appearance of a detached, single family dwelling unit when viewed from the street.

Townhouse Residential: A townhouse is a multiple family building type consisting of at least two stories. Three or more attached units are placed side by side. Each dwelling unit has separate housekeeping, cooking and bathroom facilities. Private open space is typically provided in the rear yard but may also be available in a side yard or front yard for some units. These units are also referred to as row houses and brownstones.
DEFINITIONS

Insert a new definition to Section 2.01 as follows

Uses. An ancillary use is a permitted land use that is secondary and complementary to the principal use, but not necessary. An example of an ancillary use is a freestanding or attached restaurant that is part of a 10-acre or larger office park. (See Brow Road Innovation Zone)
Master Plan Densities

Multiple Family Low Density Residential
5-7 dus per acre

Multiple Family Medium Density Residential
7-9 dus per acre
Zoning Densities (max.)

RM-1
6 dus per acre

RM-2
8 dus per acre
Zoning Densities (max.)

PUD allows additional density for qualifying projects
Missing Middle Housing

- Medium-density, high-quality, marketable options for walkable neighborhoods.
- “Missing” housing types have not been popular since the early 1940s due to regulatory constraints, the shift to auto-dependent patterns of development, and the incentivization of single-family home ownership. They are now gaining attention in the market.
- Characteristics of these housing types include:
  - Medium density but lower perceived density
  - Smaller, well-designed units
  - Smaller footprint and blended densities
Missing Middle Housing
Missing Middle Housing

**Duplex, Tri-Plex and Quad-Plex**

- Attached single family/townhomes
- To permit these housing types, create design standards or form-based code standards to ensure compatibility with existing neighborhoods.

If quads are built on 9,600 sf lots (80’ x 120’) = 14.5 dus per acre
If single family is on the same lots (80’ x 120’) = 3.6 dus per acre
Missing Middle Housing

**Duplex, Tri-Plex and Quad-Plex**
- Attached single family/townhomes
- To permit these housing types, create design standards or form-based code standards to ensure compatibility with existing neighborhoods.

This quad-plex looks like a single family home.
The actual size of this lot is 45' x 130'.

If quads are built on 5,850 sf lots (45' x 130') = 24 dus per acre
If single family is on the same lots (45' x 130') = 6 dus per acre
Missing Middle Housing

Cottage courts
- Smaller units, clustered together
- Front porches
- Commons area

Daneelso Grove, WA
Image source: the Cottage Company
Missing Middle Housing

Cottage Homes | Carmel, Indiana

48 homes on 17 acres = 2.8 dus per acre
Multi-plex and Courtyard Apartments

Multiplex: New Town, MO
Image Source: Giffels Webster.

Courtyard Multi-Family: Savannah, GA
Image Source: Giffels Webster.

Visualizing Density

A Catalog Illustrating the Density of Residential Neighborhoods

Proposed to the Lincoln Institute of Land Policy

Julie Campoli and Alex MacLean

Phase One
November 2002
Creative Approaches to Moderate Density
Filling the Missing Middle on Cape Cod

First Public Presentation
Falmouth
June 20, 2018
What is Density?

When discussing housing density, the number of residential units for each acre is typically used as a base measurement.
What is Density?

When discussing housing density, the number of residential units for each acre is typically used as a base measurement. Unfortunately, this simplified measurement does not easily address building type or layout.
What is Density?

In addition to building type and layout, parcel size is a key factor in the visual impact of density.

This subdivided mansion apartment on 0.5 ac has the same density as seven 6-unit condo buildings on 10 ac.

Bayberry Village
Old Colony Way, Orleans

42 units on 4 acres =
10 du/ac

Mansion Apartments
West Falmouth Highway, Falmouth

5 units on 0.5 acres =
10 du/ac
What is Density?

In addition to building type and layout, parcel size is a key factor in the visual impact of density.

This is also 10 dus / acre
What is Density?

In addition to building type and layout, parcel size is a key factor in the visual impact of density.

Five 25-unit garden-style apartment buildings on 6 ac are less dense than one 9-unit apartment building on 0.4 ac.

Stacked Flats
Glenwood Ave & Chancery Lane, Falmouth
9 units on 0.4 acres = 22 du/ac

Rock Harbor Village
Old, Orleans
100 units on 6 acres = 16 du/ac
Unit arrangements

- Multi-story townhouses over ground floor flat
- Typically 3 stories
- 2-story townhouses over 1-story flat
- Best on corners allowing multiple entries
- 15-20 dwelling units per acre
Unit arrangements

Multi-story Townhouses over ground floor Flat
Unit arrangements

Multiplex: Small-scale multiple-family typically with shared circulation

15-25 du/ac

- Typically 2 – 3 stories
- Typically 4 – 12 units per building
- Series of flats with shared circulation
- May be a stand-alone building or combined
- 15 – 25 dwelling units per acre
Unit arrangements

Multiplex: Small-scale multiple-family typically with shared circulation
Case study

14 Mile Rd Apartments
Birmingham, MI

One 2-story building
12 units on 0.47 ac

26 du/ac
Case study

14 Mile Rd Apartments
Birmingham, MI

One 2-story building
12 units on 0.47 ac

26 du/ac
Case study

Meadowview Apartments
Corunna, MI

Nine 2-story buildings
99 units on 6.91 ac

14 du/ac
Case study

Meadowview Apartments
Corunna, MI

Nine 2-story buildings
99 units on 6.91 ac

14 du/ac
Case study

Five Points Apartments
Auburn Hills, MI

- 25.7 du/ac (Apartments)
- 6.5 acre site
- 180 units
- three-story buildings
Case study

Five Points Apartments
Auburn Hills, MI

- 25.7 du/ac
- 6.5 acre site
- 180 units
- (6) three-story buildings + club house
Five Points Apartments

3300 Five Points Drive, Auburn Hills, MI 48326

Site Map

- 25.7 du/ac
- 6.5 acre site
- 180 units
- (6) three-story buildings + club house

Case study

Five Points Apartments
Auburn Hills, MI

- 25.7 du/ac (Apartments)
Mid-Town Place

205 Park Dr, Troy, MI 48083

- 21 du/ac
- 17 acre site
- 362 units
- 10 three-story buildings
- Club house + pool

Case study
Mid-Town Place
Troy, MI

21 du/ac
Case study
Mid-Town Place
Troy, MI

-21 du/ac

Mid-Town Place
205 Park Dr, Troy, MI 48083

(21 du/ac | 17 acre site | 362 units | (10) three-story buildings | Club house + pool

Friedman
Case study
Mid-Town Place
Troy, MI

- 21 du/ac
Mid-Town Place

205 Park Dr, Troy, MI 48083

(21 du/ac) 17 acre site 362 units 10 three-story buildings Club house + pool

Case study Mid-Town Place Troy, MI -21 du/ac
Agenda Item Summary

To: Orion Township Board of Trustees
From: Aaron Whatley, Parks & Recreation Director
Meeting Date: June 15, 2020
Memo Date: June 9, 2020
Subject: Orion Center AV Upgrades

REQUEST
The request before the board is to authorize Marco to complete audio-visual upgrades to the Orion Center.

PROCESS
Marco currently holds the Township contract as the Township Technology Consultant, which includes audio-visual repairs and improvements. Marco was asked to quote upgrades to the Orion Center Banquets rooms for future events, board meetings and to replace out dated equipment. The Parks & Recreation Department budgeted $35,000.00 for AV upgrades to the Orion Center. Unfortunately, with the need for the lower level of Township Hall, the Oakland County Sheriff Office required additional space to work safely. The additional space used by the Sheriffs Office required the Board Room to be moved to the Orion Center and essential upgrades are required to host all public meetings.

Treasurer Steele will be asking the OCCCC Board to fund the balance of $6789.91 at the OCCCC meeting on June 11, 2020.

BUDGET
If yes, fill out information below:

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<tr>
<th>Financial Item?</th>
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<th>Project/Grant Tracking?</th>
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<td>Reviewed by Budget Director?</td>
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<th>Remaining Budget after cost of item/project</th>
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<td>$35,000.00</td>
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RECOMMENDATION (Motion)
Board action would be to authorize Marco to complete the Orion Center AV upgrades for a total not to exceed $41,789.1
June 11, 2020

A Proposal for

CHARTER TOWNSHIP OF ORION

Chris Barnett
cbarnett@oriontownship.org

Prepared By

Sarah Barnett
Technology Advisor
586.273.6182
sarah.barnett@marconet.com

Document Number: 078745

taking technology further

MANAGED SERVICES
CLOUD SERVICES
BUSINESS IT SERVICES
COPIERS & PRINTERS

marconet.com
## Orion Center - Conference Room Update

### Orion Center A,B,C

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<td>Crestron - 3-Series DigitalMedia Presentation System 300 - w/Control, Matrix Switcher, Mic Mixer, Audio DSP, Amplifier, and DigitalMedia Distribution - 3U</td>
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<td><strong>Audio Equipment</strong></td>
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<td>QSC - Q-SYS Unified Series Core DSP - 24 Local I/O Channels - 128x128 Network I/O Channels - Dual LAN Ports - Telephone POTS - 16x16 GPIO - 16 AEC Channels - 1U Rackmount</td>
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## Optional Audio Equipment

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## Control Equipment

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<td>$264.29</td>
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<tr>
<td>Crestron - PoE Injector - Universal - 100-250 Volts AC</td>
<td>$71.43</td>
<td>3</td>
<td>$214.29</td>
</tr>
</tbody>
</table>

## Cables

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Crestron - Cresnet® Control Cable, Plenum-Rated, Black, 500 ft (152 m) spool</td>
<td>$142.00</td>
<td>1</td>
<td>$142.00</td>
</tr>
<tr>
<td>Liberty - Cat6 Twisted Pair Cable BOX - Unshielded - Plenum Rated - Black</td>
<td>$132.00</td>
<td>1</td>
<td>$132.00</td>
</tr>
<tr>
<td>Crestron - DigitalMedia 8G+ Plenum Rated Cable - Blue</td>
<td>$950.00</td>
<td>1</td>
<td>$950.00</td>
</tr>
<tr>
<td>Liberty - Black Audio and Control 22 AWG 1 Pair Shielded Plenum Reel</td>
<td>$32.00</td>
<td>1</td>
<td>$32.00</td>
</tr>
<tr>
<td>Liberty - Premium HDMI Male to Male Cable - 18G 4K Certified - 6’</td>
<td>$15.43</td>
<td>13</td>
<td>$200.59</td>
</tr>
<tr>
<td>Extron - HDMI Ultra Series - Premium High Speed Ultra-flexible HDMI Cable - 15ft</td>
<td>$75.71</td>
<td>3</td>
<td>$227.13</td>
</tr>
<tr>
<td>Liberty - Cat6 Patch Cable - Black - 7ft</td>
<td>$3.86</td>
<td>12</td>
<td>$46.32</td>
</tr>
<tr>
<td>Liberty - Micro VGA Male to Male with 3.5mm Stereo Audio Cable - without Ferrites - 6’</td>
<td>$19.04</td>
<td>3</td>
<td>$57.12</td>
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<tr>
<td>Liberty - Neutrik 3-Pin XLR Female Connector - Cable Mount</td>
<td>$3.40</td>
<td>2</td>
<td>$6.80</td>
</tr>
<tr>
<td>Liberty - 3-Pin Cable Connector - Professional Audio XLR - Male</td>
<td>$3.06</td>
<td>2</td>
<td>$6.12</td>
</tr>
</tbody>
</table>

## Camera Cabling

<table>
<thead>
<tr>
<th>Product Description</th>
<th>Unit Price</th>
<th>Quantity</th>
<th>Subtotal</th>
</tr>
</thead>
<tbody>
<tr>
<td>Liberty - Black Serial Digital RG6 Dual Shield 4.5 GHz Plenum Coaxial Cable Reel</td>
<td>$980.00</td>
<td>1</td>
<td>$980.00</td>
</tr>
<tr>
<td>Liberty - Cat6 Twisted Pair Cable BOX - Unshielded - Plenum Rated - Black</td>
<td>$440.00</td>
<td>1</td>
<td>$440.00</td>
</tr>
<tr>
<td>C-Tec2 - RG6 BNC Plugs for Plenum Single, Dual, Tri or Quad Shield formats</td>
<td>$2.84</td>
<td>10</td>
<td>$28.40</td>
</tr>
<tr>
<td>Installation Materials</td>
<td>$200.00</td>
<td></td>
<td>$200.00</td>
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</tbody>
</table>

*Optional subtotal: $16,455.39
Subtotal: $21,938.31
### Professional Services Labor

<table>
<thead>
<tr>
<th>Description</th>
<th>One-Time</th>
<th>Qty</th>
<th>Ext. One-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Marco Professional Services - Fixed Fee - Installation</td>
<td>$24,100.00</td>
<td>1</td>
<td>$24,100.00</td>
</tr>
</tbody>
</table>

*Estimated labor breakdown:*
- 60 hours install time for all wiring and hardware installation.
- 15 hours install travel.
- 40 hours in house programming.
- 4 hours on site programming.
- 6 hours line drawings.
- 1 hour training.
- 8 hours DSP config on site.
- 1.5 hours DSP travel.
- 14 hours PM time.

Subtotal: $24,100.00

### Optional NDI Camera Equipment

<table>
<thead>
<tr>
<th>Description</th>
<th>One-Time</th>
<th>Qty</th>
<th>Ext. One-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Vaddio - RoboSHOT 12E NDI</td>
<td>$3,404.62</td>
<td>5</td>
<td>$17,023.10</td>
</tr>
<tr>
<td>Vaddio - AV Bridge MatrixMIX Production System</td>
<td>$9,397.90</td>
<td>1</td>
<td>$9,397.90</td>
</tr>
<tr>
<td>Vaddio - Dual 1/2 Rack Mounting Kit</td>
<td>$115.46</td>
<td>2</td>
<td>$230.92</td>
</tr>
<tr>
<td>Vaddio - Single 1/2 Rack Mounting Kit</td>
<td>$80.69</td>
<td>1</td>
<td>$80.69</td>
</tr>
<tr>
<td>Liberty - Cat6 Twisted Pair Cable BOX - Unshielded - Plenum Rated - Black</td>
<td>$880.00</td>
<td>1</td>
<td>$880.00</td>
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<tr>
<td>Liberty - Cat6 Patch Cable - Black - 7ft</td>
<td>$3.86</td>
<td>2</td>
<td>$7.72</td>
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</table>

*Optional Subtotal: $27,620.33*
### Quote Summary - One-Time Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>Amount</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orion Center A, B, C</td>
<td>$21,938.31</td>
</tr>
<tr>
<td>Professional Services Labor</td>
<td>$24,100.00</td>
</tr>
</tbody>
</table>

**Total:** $46,038.31

### One-Time * Optional Expenses

<table>
<thead>
<tr>
<th>Description</th>
<th>One-Time</th>
</tr>
</thead>
<tbody>
<tr>
<td>Orion Center A, B, C</td>
<td>$16,455.39</td>
</tr>
<tr>
<td>Optional NDI Camera Equipment</td>
<td>$27,620.33</td>
</tr>
</tbody>
</table>

**Optional Subtotal:** $44,075.72
Approval

- Client represents that it has reviewed and agrees to be legally bound by this Schedule of Products.
- Client represents that it has reviewed and agrees to be legally bound by the Relationship Agreement, Product Agreement(s), and applicable policy(s) ("Terms and Conditions") located at www.marconet.com/legal for the products it is obtaining as identified in this Schedule of Products.
- Client agrees to use electronic signatures, electronic communications, and electronic records to transact business under the above documents.
- The pricing above does not include taxes. Taxes, fees and surcharges shall be paid by Client and will be shown on invoices to Client.
Term Options

Crestron - 3-Series DigitalMedia Presentation System 300 - w/Control, Matrix Switcher, Mic Mixer, Audio DSP, Amplifier, and DigitalMedia Distribution - 3U

Displays

Crestron - AirMedia Presentation System 200

Panasonic - 4500 Lumens WUXGA LCD Projector - 1080p - HDTV - 16:10 - WUXGA - 1920 x 1200 Resolution - 10,000:1 Contrast - 6000 Hour Normal Mode - 8000 Hour Economy Mode - 3Yr Warranty - White

Chief - THINSTALL Series Large Dual Swing Arm Wall Display Mount - 25" Extension - Universal Interface Bracket - Black

Crestron - Wall Plate DigitalMedia 8G+ Transmitter 200 - HDMI/VGA over Ethernet - Black Textured

Crestron - 1-to-2 HDMI Distribution Amplifier

Crestron - DigitalMedia 8G+ Transmitter 201 - HDMI/VGA over Ethernet Transmitter

Crestron - DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver & Room Controller 100

Crestron - DigitalMedia 8G+ 4K60 4:4:4 HDR Receiver & Room Controller 100

Crestron - Wall Plate 1G Decora 4K DigitalMedia 8G+® Receiver & Room Controller 100, Black Textured

Apple TV

QSC - Q-SYS Unified Series Core DSP - 24 Local I/O Channels - 128x128 Network I/O Channels - Dual LAN Ports - Telephone POTS - 16x16 GPIO - 16 AEC Channels - 1U Rackmount

QSC - Q-SYS Scripting Engine Software License for Core 110 - Perpetual License

Room Speakers and Amplifier

Denon Audio Recorder

OFE Wired mics

Shure - ULX Digital Wireless Gooseneck Base Transmitter

Shure - 10" Dual Flex Gooseneck Microphone with red ring on top and Supercardioid capsule

Shure - ULX Digital Quad Wireless Receiver - Internal Power Supply - 1/2 Wave Antenna - Rack Mounting Hardware - G50 Frequency Band (470-534 MHz)

Shure- 8 Bay Networked Docking Station with Power Supply
Crestron - 7" Touch Screen - Black Smooth

Crestron - 90W PoDM Power Pack - Power over DigitalMedia for DMPS Series Products

Crestron - Cresnet Partition Sensor - Surface Mount

Crestron - Wired Ethernet Module with 2 COM Ports

OFE Network Switch for AV Equipment

Crestron - PoE Injectory

Crestron - Cresnet® Control Cable, Plenum-Rated, Black, 500 ft (152 m) spool

Liberty - Cat6 Twisted Pair Cable BOX - Unshielded - Plenum Rated - Black

Crestron - DigitalMedia 8G+ Plenum Rated Cable - Blue

Liberty - Black Audio and Control 22 AWG 1 Pair Shielded Plenum Reel

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Liberty - Cat6 Twisted Pair Cable BOX - Unshielded - Plenum Rated - Black

C-Tec2 RG6 BNC Plugs for Plenum Single, Dual, Tri or Quad Shield formats

Installation Materials
Agenda Item Summary

To: Orion Township Board of Trustees  
From: Aaron Whatley, Parks & Recreation Director  
Meeting Date: June 15, 2020  
Memo Date: June 10, 2020  
Subject: Civic Center Playground  

REQUEST
The request before the board is to authorize contracting with Miracle Midwest to complete the Civic Center Playground renovation. Please see attached documents for details.

PROCESS
Proposals were authorized and sought in accordance with Township policy, and received bids were opened on March 11, 2020 (see bid tabulation sheet). We received numerous design concepts for the playground renovation and Miracle Midwest was selected as the most popular design from our survey. The playground design is fully ADA accessible and is primary designed for ages 2-5.

BUDGET
If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>☑️</th>
<th>Project/Grant Tracking?</th>
<th>☑️</th>
</tr>
</thead>
<tbody>
<tr>
<td>Expected Invoice Date:</td>
<td>8/17/2020</td>
<td>Reviewed by Budget Director?</td>
<td>☑️</td>
</tr>
</tbody>
</table>

<table>
<thead>
<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Original Amount Budgeted for G/L</th>
<th>Cost of Item/Project</th>
<th>Remaining Budget after cost of item/project</th>
</tr>
</thead>
<tbody>
<tr>
<td>C/O Civic Center Playground</td>
<td>208-751-973.000-20PR001</td>
<td>$125,000.00</td>
<td>$121,346.00</td>
<td>$3,654.00</td>
</tr>
</tbody>
</table>

RECOMMENDATION (Motion)
Board action would be to authorize Miracle Midwest to complete the Civic Center Playground renovation for a total not to exceed $121,346.00
Charter Township of Orion  
County of Oakland, Michigan

ORION PARKS

Request for Proposals

CIVIC CENTER PLAYGROUND

FOR

THE CHARTER TOWNSHIP OF ORION

LAKE ORION, MICHIGAN

February 13, 2020

The Charter Township of Orion is issuing a Request for Proposal (RFP) for new playground at Civic Center Park (2525 Joslyn Rd., Lake Orion, MI 48360).

Sealed Proposals: Contractor will deliver one (1) original and two (2) copies to the following address:

The Charter Township of Orion  
Clerk’s Office  
2525 Joslyn Rd.  
Lake Orion, MI 48360

By 12:00 p.m. Wednesday March 11, 2020

Proposals received after the above cited time will be considered a late bid and are not acceptable.

- The envelope should be clearly marked “Civic Center Playground RFP”
- Please direct procedural questions regarding this RFP to the Clerk’s Office
- Please direct technical questions regarding this RFP to Aaron Whatley 248-391-0304 ext. 3501 or David Raftery 248-391-0304 ext. 3526

Thank you for your interest.
I. PROPOSAL INFORMATION

Definitions

“Bidder” an individual or business submitting a bid to the Charter Township of Orion

“Contractor” One who contracts to perform services in accordance with a contract

“Township” is the Charter Township of Orion

II. PROPOSAL TERMS

A. The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected, it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors that the Charter Township of Orion may consider. The Township does not intend to award a contract fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a contract would be awarded, and negotiations would be undertaken with that contractor whose proposal is deemed to best meet the Township’s specifications and needs.

B. The Township reserves the right to reject any or all bids, to waive or not waive informalities or irregularities in bids or bidding procedures, and to accept of further negotiate cost, terms, or conditions of any bid determined by the Township to be in the best interests of the Township even though not the lowest bid.

C. Proposals must be signed by an official authorized to bind the contractor to its provisions for at least a period of 90 days. Failure of the successful bidder to accept the obligation of the contract may result in the cancellation of any award.
D. In Event it becomes necessary to revise any part of the RFP, addenda will be provided. Deadlines for submission of RFPs may be adjusted to allow for revisions. To be considered, Three (3) packets, the original and Two (2) copies must be at the Township on or before the date specified.

E. Proposals should be prepared simply and economically providing a straight forward, concise description of the contractor’s ability to meet the requirements of the RFP. Proposals shall be typewritten. No erasures are permitted. Mistakes may be crossed out and corrected and must be initialed in ink by the person signing the proposal.

**CONTRACTOR INFORMATION**

The proposal should include all of the following information:

A. Contractor’s Qualifications, years in business, experience in providing the level and type of service specified in the proposal for the Public Sector.

B. At least three (3) references covering similar services for the Public Sector.

### III. AWARD

The Charter Township of Orion reserves the right to reject any and all proposals received as a result of this RFP. If a proposal is selected it will be the most advantageous regarding price, quality of service, the Contractor’s qualifications and capabilities to provide the specified service, and other factors which the Township may consider. The Township does not intend to award a bid fully on the basis of any response made to the proposal; the Township reserves the right to consider proposals for modifications at any time before a Bid would be awarded, and negotiations would be undertaken with the Vendor whose proposal is deemed to best meet the Township’s specifications and needs.

The Township intends to award the entire contract to a single contractor.
IV. PROPOSAL SPECIFICATIONS

The Charter Township of Orion is requesting proposals from qualified firms to design, furnish, install a new playground at Civic Center Park (2525 Joslyn Rd. Lake Orion, MI 48360). The proposal must include the design, build, installation and restoration, with a focus on 2-5-year-old play elements.

The budget for this Playground project has been set to not exceed $125,000.00.

The successful respondent (Contractor) shall be required to provide all labor, equipment, materials, and supplies to accomplish the following work except as otherwise identified below.

A) Contractor Responsibilities:

I. Each proposal must include all design work, site preparation, ASTM appropriate surface material (engineered wood fiber, pour-in-place or combination of both), permit fees if applicable, installation, and shipping charges.

II. Installation should be no more than 45 days once work has begun, weather permitting.

III. Contractor will secure the site with portable fencing material until final inspection has been given.

IV. No heavy machinery is to be left on site without approval.

V. Tools and station equipment parts are to be secured at all times and not left on site without approval.

VI. Open holes are to be covered at the end of each day.

VII. Cement walkways are to be inspected by the Township of Orion inspector both before and after installation.

VIII. All work changes are to be approved by the Charter Township of Orion’s Certified Playground Safety Inspector.

IX. Contractor will call Miss Digg.

X. Contractor will be responsible for final site leveling, clean up and restoration of site.
**Product Minimum Specification:**

1. Purchase price is not to exceed $125,000.00 (Please note: This is an all-inclusive, tax-exempt not-to-exceed budget amount. Points will not be given to those that bid less than this amount.)
2. Three (3) designs allowed per proposal.
3. Proposal cost/fee must include all design work, site preparation, ASTM appropriate surface material (engineered wood fiber, pour-in-place or combination), bordering, installation, and shipping charges.
4. Playground equipment should be designed for all abilities, with a focus on 2-5-year-old children.
5. Area to include a minimum 2 permanently installed, six-foot, plastic coated metal benches and a minimum of 2 plastic coated metal trash cans.
6. Include appropriate signage for playground areas.
7. All equipment and surface material must comply with current Consumer Product Safety Commission (CPSC), American Society for Testing Materials (ASTM), and the American with Disability Act (ADA) guidelines and specifications.
8. No wooden structures will be considered.
9. Installer is responsible for vandalism, protection of wet cement, flooding and restoration of area.

To schedule a recommended site visitation, please contact the Buyer listed on the cover of this solicitation

**V. STANDARD PROVISIONS FOR CONTRACTS**

If a contract is awarded, the selected vendor will be required to adhere to a set of general contract provisions that will become a part of any formal agreement. These provisions are general principles that apply to all contractors of service to the Charter Township of Orion such as the following:
ARTICLE I – SCOPE OF SERVICES

The contractor will *(see proposal specifications)*

ARTICLE II – COMPENSATION

Upon completion of the above services and submission of invoices the Township will pay the contractor an amount not to exceed *(125,000.00)*.

ARTICLE III – REPORTING OF CONTRACTOR

Section 1- The Contractor is to report to Parks & Recreation Director and will cooperate and confer with him/her as necessary to insure satisfactory work progress.

Section 2- All reports, estimates, memoranda and documents submitted by the Contractor must be dated and bear the Contractor’s name.

Section 3- All reports made in connection with these services are subject to review and final approval by the Parks & Recreation Director.

Section 4- The Township may review and inspect the Contractor’s activities during the term of this contract.

Section 5- When applicable, the Contractor will submit a final, written report to the Township.

Section 6- After reasonable notice to the Contractor, the Township may review any of the Contractor’s internal records, reports, or insurance policies.
ARTICLE IV – PERSONNEL

Section 1 - The contractor will provide the required services and will not subcontract or assign the services without the Township’s written approval.

Section 2 - The Contractor will not hire any Township Employee for any of the required services without the Township’s written approval.

Section 3 - The parties agree that the Contractor is neither an employee nor an agent of the Township for any purpose.

ARTICLE V – INDEMNIFICATION AGREEMENT

The Contractor will protect, defend and indemnify the Charter Township of Orion, its officers, agents, servants, volunteers and employees for any and all liabilities, claims, liens, fines, demands and costs, including legal fees, of whatsoever kind and nature which may result in injury or death to any persons, including the Contractor’s own employees, and for loss or damage to any property, including property owned or in the care, custody or control of the Charter Township of Orion in connection with or in any way incident to or arising out of the occupancy, use, service, operations, performance or non-performance of work in connection with this contract resulting in whole or in part from negligent acts or omissions of Contractor, any sub-Contractor, or any employee, agent or representative of the Contractor or any sub-Contractor.

ARTICLE VI – INSURANCE REQUIREMENTS

A. **Workers’ Compensation Insurance:** The contractor shall procure and maintain during the life of this contract, Workers’ Compensation Insurance, including Employers Liability coverage, in accordance with all applicable Statutes of the State of Michigan.
B. **Commercial General Liability Insurance:** The contractor shall procure and maintain during the life of this contract, Commercial General Liability Insurance on an "Occurrence Basis" with limits of liability not less than $2,000,000 per occurrence and/or aggregate combined single limit, Personal Injury, Bodily Injury and Property Damage. Coverage shall include the following extensions: (A) Contractual Liability; (B) Products and Completed Operations; (C) Independent Contractors coverage; (D) Broad Form General Liability Extensions or equivalent; (E) Deletion of all Explosion, Collapse and Underground (XCU) Exclusions, if applicable; (F) Per contract aggregate.

C. **Motor Vehicle Liability:** The Contractor shall procure and maintain during the life of this contract, Motor Vehicle Liability Insurance, including Michigan no-fault coverage, with limits of liability of not less than $1,000,000 per occurrence combined single limit Bodily Injury and Property Damage. Coverage shall include all owned vehicles, all non-owned vehicles, and all hired vehicles.

D. **Additional Insured:** Commercial General Liability and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following shall be "Additional Insured": The Charter Township of Orion, all elected and appointed officials, all employees and volunteers, all boards, commissions, and/or authorities and Board members, including employees and volunteers thereof.

E. **Vehicle Liability Insurance,** as described above, shall include an endorsement stating the following: "It is understood and agreed that thirty (30) days advance written notice of cancellation, non-renewal, reduction and/or material change be sent to the Township Clerk, Charter Township of Orion, 2525 Joslyn Rd., Lake Orion, MI 48360.

F. **Proof of Insurance Coverage:** The Contractor shall provide the Charter Township of Orion at the time the contracts are returned by him/her for execution, certificates and/or policies as listed below:
1. Two (2) copies of Certificate of Insurance for Workers’ Compensation Insurance;

2. Two (2) copies of Certificate of Insurance for Commercial General Liability Insurance;

3. Two (2) copies of Certificate of Insurance for Vehicle Liability Insurance;

4. If so requested, certified copies of all policies mentioned above will be furnished.

ARTICLE VII GENERAL CONDITIONS & BONDS

1. Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint himself/herself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.

2. Contractor guarantees the reimbursement, repair or replacement and restoration of any cultivated area damaged by careless or accidental use of materials and/or machinery in the performance of contract, to the satisfaction of the Township.

3. The contractor shall not sublet, assign or transfer the contract or any portion of any payment due him/her thereunder, without the written consent of the Township.

4. All contractors shall fill out completely the attached bid document.

5. Upon the Township’s request the contractor shall make available for our inspection the firm’s support equipment (truck, trailers, etc.) before awarding this contract. It is our intent
to determine if the contractor has the necessary quantities of equipment and that equipment is of the proper quality to handle a project of this size. Failure to pass this inspection may be cause for disqualification from further considerations.

6. All equipment is to meet all current MIOSHA and MDOT safety standards and shall be maintained to those standards. Contractor must have sufficient number of operators available and all equipment is to be available for Township inspection. There shall be evidence of compliance with the requirement of this paragraph prior to the awarding of a contract.

7. The Township may request evidence of compliance with the requirements of Paragraph 1 prior to the start of each working day. **Failure to maintain compliance will result in the immediate termination of the contract.**

8. Contractor shall be responsible for operating all equipment at a safe and prudent manner to prevent any injury or damages to persons or property.

9. All trucks, trailers, and drivers must meet State guidelines. Trucks and trailers will require clean markings that carry the contractor’s name.

10. Contractor’s staff will be required to wear clothing (shirt, hat) that identifies the contractor, as well as a maintenance/utility style vest.

11. Each bidder shall be responsible for visiting the sites of the proposed work to fully acquaint himself/herself with existing conditions so that he may fully understand any difficulties and restrictions attending the execution of the work under the proposed contract. Bidders shall thoroughly examine bid documents. The failure or omission of any bidder to receive and examine any form, instrument, addendum, or other document or to visit the site and acquaint himself with conditions there existing shall in no way relieve any bidder from any obligation and respect to this bid or to the contract. The submission of a bid shall be taken as prima facie evidence of compliance with this section.
CANCELLATION NOTICE

Workers’ Compensation Insurance, Commercial General Liability Insurance, and Motor Vehicle Liability Insurance, as described above, shall include an endorsement stating the following: It is understood and agreed that Thirty (30) days Advanced Written Notice of Cancellation, Non-Renewable, Reduction and/or Material Change shall be sent to the Supervisor’s Office, Charter Township of Orion of Orion, 2525 Joslyn Road, Lake Orion, MI 48360

Orion Township Authorized Contacts

Aaron Whatley, Parks & Recreation Director  
(248) 391-0304 ext. 3501

David Raftery, Park Superintendent  
(248) 391-0304, ext. 3526
ARTICLE VII – CONTI. – BOND REQUIREMENTS

PERFORMANCE BOND
Any singular reference to CONTRACTOR, Surety, OWNER or other party shall be considered plural where applicable.

CONTRACTOR (Name and Address): SURETY (Name and Address of Principal Place of Business):

OWNER:
Charter Township of Orion
2525 Joslyn Road
Lake Orion, MI 48360

DATE

CONTRACT

Date:
Amount:
Description: Civic Center Playground, Charter Township of Orion

BOND

Date (Not earlier than Contract Date):
Amount:

Surety and CONTRACTOR, intending to be legally bound hereby, subject to the terms printed on the reverse side hereof, do each cause this Performance Bond to be duly executed on its behalf by its authorized officer, agent or representative.

CONTRACTOR AS PRINCIPAL SURETY

Company: (Corp. Seal) Company: (Corp. Seal)

Charter Township of Orion – Civic Center Playground RFP
1. The CONTRACTOR and the Surety, jointly and severally, bind themselves, their heirs, executors, administrators, successors and assigns to the OWNER for the performance of the Contract, which is incorporated herein by reference.

2. If the CONTRACTOR performs the Contract, the Surety and the CONTRACTOR have no obligation under this Bond, except to participate in conferences as provided in paragraph 3.1.

3. If there is no OWNER Default, the Surety's obligation under this Bond shall arise after:

3.1. The OWNER has notified the CONTRACTOR and the Surety at the addresses described in paragraph 10 below, that the OWNER is considering declaring a CONTRACTOR Default and has requested and attempted to arrange a conference with the CONTRACTOR and the Surety to be held not later than fifteen days after receipt of such notice to discuss methods of performing the Contract. If the OWNER, the CONTRACTOR and the Surety agree, the CONTRACTOR shall be allowed a reasonable time to perform the Contract, but such an agreement shall not waive the OWNER's right, if any, subsequently to declare a CONTRACTOR Default; and

3.2. The OWNER has declared a CONTRACTOR Default and formally terminated the CONTRACTOR's right to complete the Contract. Such CONTRACTOR Default shall not be declared earlier than twenty days after the CONTRACTOR and the Surety have received notice as provided in paragraph 3.1; and
3.3. The OWNER has agreed to pay the Balance of the Contract Price to:

3.3.1. The Surety in accordance with the terms of the Contract;

3.3.2. Another contractor selected pursuant to paragraph 4.3 to perform the Contract.

4. When the OWNER has satisfied the conditions of paragraph 3, the Surety shall promptly and at the Surety's expense take one of the following actions:

4.1. Arrange for the CONTRACTOR, with consent of the OWNER, to perform and complete the Contract; or

4.2. Undertake to perform and complete the Contract itself, through its agents or through independent contractors; or

4.3. Obtain bids or negotiated proposals from qualified contractors acceptable to the OWNER for a contract for performance and completion of the Contract, arrange for a contract to be prepared for execution by the OWNER and the contractor selected with the OWNER's concurrence, to be secured with performance and payment bonds executed by a qualified surety equivalent to the Bonds issued on the Contract, and pay to the OWNER the amount of damages as described in paragraph 6 in excess of the Balance of the Contract Price incurred by the OWNER resulting from the CONTRACTOR Default; or

4.4. Waive its right to perform and complete, arrange for completion, or obtain a new contractor and with reasonable promptness under the circumstances;

4.4.1. After investigation, determine the amount for which it may be liable to the OWNER and, as soon as practicable after the amount is determined, tender payment therefore to the OWNER; or

4.4.2. Deny liability in whole or in part and notify the OWNER citing reasons therefore.

5. If the Surety does not proceed as provided in paragraph 4 with reasonable promptness, the Surety shall be deemed to be in default on the Bond fifteen days after receipt of an additional written notice from the OWNER to the Surety demanding that the Surety perform its obligations under this Bond, and the OWNER shall be entitled to enforce any remedy available to the OWNER. If the Surety proceeds as provided in paragraph 4.4, and the OWNER refuses the payment tendered or the Surety has denied liability, in whole or in part, without further notice the OWNER shall be entitled to enforce any remedy available to the OWNER.

6. After the OWNER has terminated the CONTRACTOR's right to complete the Contract, and if the Surety elects to act under paragraph 4.1, 4.2, or 4.3 above, then the responsibilities of the Surety to the OWNER shall not be greater than those of the CONTRACTOR under the Contract, and the responsibilities of the OWNER to the Surety shall not be greater than those of the OWNER under the Contract. To a limit of the amount of this Bond,
7. but subject to commitment by the OWNER of the Balance of the Contract Price to mitigation of costs and damages on the Contract, the Surety is obligated without duplication for:

7.1. The responsibilities of the CONTRACTOR for correction of defective Work and completion of the Contract;

7.2. Additional legal, design professional and delay costs resulting from the CONTRACTOR’s Default, and resulting from the actions or failure to act of the Surety under paragraph 4; and

7.3. Liquidated damages, or if no liquidated damages are specified in the Contract, actual damages caused by delayed performance or non-performance of the CONTRACTOR.

8. The Surety shall not be liable to the OWNER or others for obligations of the CONTRACTOR that are unrelated to the Contract, and the Balance of the Contract Price shall not be reduced or set off on account of any such unrelated obligations. No right of action shall accrue on the bond to any person or entity other than the OWNER or its heirs, executors, administrators, or successors.

9. The Surety hereby waives notice of any change, including changes of time, to the Contract or to related subcontracts, purchase orders and other obligations.

10. Any proceeding, legal or equitable, under this Bond may be instituted in any court of competent jurisdiction in the location in which the Work or part of the Work is located and shall be instituted within two years after CONTRACTOR Default or within two years after the CONTRACTOR ceased working or within two years after the Surety refuses or fails to perform its obligations under this Bond, whichever occurs first. If the provisions of this paragraph are void or prohibited by law, the minimum period of limitation available to sureties as a defense in the jurisdiction of the suit shall be applicable.

11. Notice to the Surety, the OWNER or the CONTRACTOR shall be mailed or delivered to the address shown on the signature page.

12. When this Bond has been furnished to comply with a statutory or other legal requirement in the location where the Contract was being performed, any provision in this Bond conflicting with said statutory or legal requirement shall be deemed deleted here from and provisions conforming to such statutory or other legal requirement shall be deemed incorporated herein. The intent is that this Bond shall be construed as a statutory bond and not as a common law bond.


13.1. Balance of the Contract Price: The total amount payable by the OWNER to the CONTRACTOR under the Contract after all proper adjustments have been made, including allowance to the CONTRACTOR or any
amounts received or to be received by the OWNER in settlement of insurance or other Claims for damages to which the CONTRACTOR is entitled, reduced by all valid and proper payments made to or on behalf of the CONTRACTOR under the Contract.

13.2. Contract: the agreement between the OWNER and the CONTRACTOR identified on the signature page, including all Contract Documents and changes thereto.

13.3. CONTRACTOR Default: Failure of the CONTRACTOR, which has neither been remedied nor waived, to perform or otherwise to comply with the terms of the Contract.

13.4. OWNER Default: Failure of the OWNER, which has neither been remedied nor waived, to pay the CONTRACTOR as required by the contract or to perform and complete or comply with the other terms thereof.
MAINTENANCE AND GUARANTEE BOND

KNOW ALL MEN BY THESE PRESENTS, That we ____________________________ (contractor name), as Principal, and ____________________________ (contractor's legal representative), as Surety, are held and firmly bound unto the Charter Township of Orion, 2525 Joslyn Road, Lake Orion, MI 48360, as Owner, in the sum of ______________________ DOLLARS and ___________ CENTS ($ __________ ) good and lawful money of the United States of America, to be paid to said Charter Township of Orion, its legal representatives and assigns for which payment well and truly to be made, we bind ourselves, our heirs, executors, administrators, successors and assigns, and each and every one of them jointly and severally, firmly by these presents. Sealed with our seals and dated this ______ day of _______ A.D. 20 ______ 

WHEREAS, the above named Principal has entered into a certain written Contract with Charter Township of Orion dated this ____ day of _______ A.D. 20 _______ , wherein the said Principal covenanted and agreed to follows, to-wit: TO CONSTRUCT THE WORK IN ACCORDANCE WITH THE SPECIFICATIONS, CONTRACT DOCUMENTS AND DRAWINGS TITLED: NOW, THEREFORE, THE CONDITION OF THIS OBLIGATION IS SUCH, that by and under said Contract, the above named Principal has agreed with the Charter Township of Orion that for a period of __TWO__ year(s) from date of payment of Final Estimate, to keep in good order and repair any defect in all work done under said Contract either by the Principal or his Subcontractors, or his material suppliers, that may develop during said period due to improper materials, defective equipment, workmanship or arrangements, and any other work affected in making good such imperfections, shall also be made good all without expense to the OWNER, excepting only such parts or part of said work as may have been disturbed without consent or approval of the Principal after final acceptance of the work, and that whenever directed to do so by the OWNER by notice served in writing, either personally or by mail, on the Principal at ____________________________ (contractor's city, state, and zip code), ____________________________ legal representatives, or successors, or on the Surety at ____________________________ WILL PROCEED at once to make such repairs as directed by said OWNER; and in case of failure so to do within one week from the date of service of such notice, or within reasonable time not less than one week, as shall be fixed in said notice, then the said OWNER shall have the right to purchase such materials and employ such labor and equipment as may be necessary for the purpose, and to undertake, do and make such repairs and charge the expense thereof to, and receive same from, said Principal or Surety. If any repair is necessary to be made at once to protect life and property, then and in that case, the said OWNER may take immediate steps to repair or barricade such defects without notice to the CONTRACTOR. In such accounting the said OWNER shall not be held to obtain the lowest figures for the doing of the work, or any part thereof, but all sums actually paid therefore shall be
charged to the Principal or Surety. In this connection the judgment of the OWNER is final and conclusive. If the said Principal for a period of **TWO** year(s) from the date of payment of Final Estimate, shall keep said work so constructed under said Contract in good order and repair, excepting only such part or parts of said work which may have been disturbed without the consent or approval of said Principal after final acceptance of same, and shall whenever notice is given as hereinbefore specified, at once proceed to make repair as in said notice directed, or shall reimburse said OWNER for any expense incurred by making such repairs, should the Principal or Surety fail to do as hereinbefore specified, and shall fully indemnify, defend and save harmless the said Owner and Orchard, Hiltz & McCliment, Inc. from all suits and actions for damages of every name and description brought or claimed against it for, or on account of, any injury or damage to person or property received or sustained by any party or parties, by or from any of the acts or omissions or through the negligence of said Principal, servants, agents or employees, in the prosecution of the work included in said Contract, and from any and all claims arising under the Workman’s Compensation Act, so-called, of the State of Michigan, then the above obligation shall be void, otherwise to remain in full force and effect.

IN WITNESS WHEREOF, the parties hereto have caused this instrument to be executed by their respective authorized officers this ______ day of ____________________ A.D., 20 ______.

Signed, Sealed and Delivered

In the Presence of:

__________________________________________________________________________  
Signature

__________________________________________________________________________  
Name

__________________________________________________________________________  
Principal

__________________________________________________________________________  
Signature

__________________________________________________________________________  
Name

__________________________________________________________________________  
Signature

__________________________________________________________________________  
Surety

Charter Township of Orion – Civic Center Playground RFP

204
Sealed Bid Form – Civic Center Playground  
Requested by the Parks & Recreation Department 
Bid Opening:  Wednesday, March 11, 2020 at 12:00 p.m.

The undersigned hereby declares that he/she has carefully examined the instructions and specifications as listed in the Bid Packet. The undersigned declares the prices set forth in this bid do cover all the requirements listed in the bid packet “Civic Center Playground.”

It is understood and agreed that all bid prices shall remain in effect for at least ninety (90) days from the date of the bid opening to allow for the award of the bid, and that the prices bid will remain firm through invoice.

The Charter Township of Orion reserves the right to split or abstract any or all bid proposals and award multiple contracts from the same quotation, based on price, availability and service, when in its judgment it best serves the Charter Township of Orion.

**BID SECTION #1.** Bid each package independently of the others. You do not have to bid on each package to be considered for the package(s) you wish to bid.

**BID PACKAGE “Civic Center Playground”**

Design #1: $__________________
Design #2: $__________________
Design #3: $__________________

**BIDDERS**
Name of Bidder: ________________________________________________________________
Address: _____________________________________________________________________
Telephone No.: ___________________________ Fax No.: _____________________________
Authorized Signature: ___________________________ Date: ______________________

**References (commercial accounts)**
Entity’s Name & Address, Contact Information & Phone Number
1) ____________________________________________________________________________
2) ____________________________________________________________________________
3) ____________________________________________________________________________
Miracle Midwest
317
Serving Michigan, Indiana, & Ohio

Prepared For:
Charter Township of Orion
Clerk's Office
2525 Joslyn Rd.
Lake Orion, MI 48360

Project Name & Location:
Civic Center Playground
Charter Township of Orion
Lake Orion, MI

Prepared by:
Tracie Garoutte (for Kim Alexander)
Miracle Midwest
Holly, MI 48442
(800) 722-8546 (phone)
info@miraclemidwest.com

Ship To Address:
Civic Center Park
2525 Joslyn Road
Lake Orion, MI 48360

Quote Number: R0016207086
Quote Date: 3/10/2020
Valid For: 90 Days From Quote Date

Equipment Lead Time: 5-7 Weeks (After Receipt of Order & Any Required Approvals)
Installation Lead Time: To Be Scheduled with Installer after Delivery of Equipment and Pending Weather & Job Site Conditions

ALL EQUIPMENT COLORS TO BE CONFIRMED WHEN ORDER IS PlACED

MIRACLE RECREATION EQUIPMENT CO.
PLAY EQUIPMENT PER DRAWING MMW200099A

KIDS CHOICE PLAY STRUCTURE

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>7145029</td>
<td>SQUARE DECK (ATTACHES TO 4 POSTS)</td>
<td>1</td>
</tr>
<tr>
<td>7145039</td>
<td>1/2 HEX FULL DECK (ATTACHES TO 4 POSTS)</td>
<td>4</td>
</tr>
<tr>
<td>7145129</td>
<td>PENTAGON DECK (ATTACHES TO 5 POSTS)</td>
<td>1</td>
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<tr>
<td>7145493</td>
<td>5' OD X 112&quot; POST (3' DECK)</td>
<td>4</td>
</tr>
<tr>
<td>7145494</td>
<td>5' OD X 124&quot; POST (4 DECK)</td>
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<tr>
<td>7145503</td>
<td>5' OD X 206&quot; POST FOR 3' DECK W/TOPPER</td>
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<tr>
<td>714551</td>
<td>5' OD X 106&quot; POST (2&quot; DECKS OR LESS)</td>
<td>3</td>
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<tr>
<td>714555</td>
<td>5' OD X 75&quot; POST FOR FENCING &amp; PANELS</td>
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<tr>
<td>714573</td>
<td>5' OD X 168&quot; POST FOR ROOF (36&quot;-5' DECK)</td>
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<tr>
<td>714573</td>
<td>5' OD X 168&quot; POST FOR ROOF (36&quot;-5' DECK)</td>
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<tr>
<td>71460213B</td>
<td>STEEL COUNTER PANEL (BELOW DECK)</td>
<td>1</td>
</tr>
<tr>
<td>714633</td>
<td>HOW TALL RU PANEL (POST MOUNT)</td>
<td>1</td>
</tr>
<tr>
<td>7146449</td>
<td>VERSADECK WENCLOSURE 16&quot; X 48&quot;</td>
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<tr>
<td>7146615</td>
<td>DNA CLIMBER (5' DECK)</td>
<td>1</td>
</tr>
<tr>
<td>71468617SFR</td>
<td>PLAYCOVER SAIL SHADE 17', FLAME RETARDANT</td>
<td>1</td>
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<tr>
<td>7146701U</td>
<td>CHAM II ENTRY &amp; EXIT VORTEX (5'-66' DECK)</td>
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<tr>
<td>7146704</td>
<td>CHAMELEON II SHORT STRAIGHT SECTION</td>
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<td>7146706</td>
<td>CHAMELEON II LEFT SECTION</td>
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<tr>
<td>7146804T</td>
<td>WAVE QUAD TOPPER</td>
<td>2</td>
</tr>
<tr>
<td>7146806C</td>
<td>WAVE HEX ROOF W/TOPPER</td>
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<tr>
<td>71468610</td>
<td>ALTA GLIDE FLEX LINK TO KC (1' DECK)</td>
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<tr>
<td>71471520</td>
<td>INTERACTIVE PANEL FRAME</td>
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<tr>
<td>714715201</td>
<td>HYPNOTIZE INSERT</td>
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<tr>
<td>714715205</td>
<td>FOUR-THE-WIN INSERT</td>
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<tr>
<td>714731</td>
<td>TRAP DOOR CLIMBER (3' &amp; 5' DECK)</td>
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<tr>
<td>714736</td>
<td>BUNNY HILL SLIDE WICANOPY (3' DECK)</td>
<td>1</td>
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<tr>
<td>71474859U</td>
<td>62' TYP II SLIDE 360 DEG DOMED WAVE (5' DK)</td>
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</tr>
<tr>
<td>7147614</td>
<td>SLIDING TILE PANEL</td>
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</tr>
</tbody>
</table>

3/10/2020
QUOTE: R0016207086
7147632  TIC-TAC-TOE PANEL  1
714782  CRUNCH STATION  1
714796P1  BELL (POST MOUNT)  1
7148109  ADA PLATE BETWEEN DECKS W/1' RISE  1
714811  HANDHOLD FOR TRANSFER DECK (1" OR 1-6" DECK)  1
714812  12" RISER PLATE  1
7148135  DECK ENCL FOR OVERHEAD CLIMBERS (ONLY)  1
71481551  END LADDER 1' TOP RUNG FOR OH CLIMBER  1
714816  WALL ENCLOSURE  1
71485149  SQUARE TRANSFER POINT W/CLOSED HR (4' DECK)  1
71486345  4' HORIZONTAL LADDER (ONLY)  1
71487530  LOOK-OUT BUBBLE PANEL 30 DEGREE  1
71492095  12' RAMP GROUND TO DECK 1:12, W/OUT POST  1
7149219  12' RAMP DECK TO DECK 1:12  1
7149589  ADA STAIRS BETWEEN DECKS W/2' RISE  1
787002  WELCOME SIGN AGES 2-12, FREESTANDING  1

FREESTANDING EQUIPMENT

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
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<tbody>
<tr>
<td>477002</td>
<td>JAX PACK-TWO</td>
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<tr>
<td>714571</td>
<td>5&quot; OD X 106&quot; POST FOR ROOF (GROUND LEVEL)</td>
<td>4</td>
</tr>
<tr>
<td>7148804C</td>
<td>WAVE QUAD ROOF W/TOPPER</td>
<td>1</td>
</tr>
<tr>
<td>71471311B</td>
<td>SENSORY PANEL TEXTURED STAR CIRCLE BD</td>
<td>1</td>
</tr>
<tr>
<td>71471312B</td>
<td>SENSORY PANEL TEXTURED TRIANGLE HEXAGON BD</td>
<td>1</td>
</tr>
<tr>
<td>71471313B</td>
<td>SENSORY PANEL TEXTURED SQUARE OVAL BD</td>
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</tr>
<tr>
<td>9451</td>
<td>SADDLE SEAT, ANGLED POST</td>
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</tbody>
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TIMBERS

<table>
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<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
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</thead>
<tbody>
<tr>
<td>44012R</td>
<td>6' MIRACLE TIMBER 12&quot; HIGH W/2 30&quot; STAKES-RB</td>
<td>34</td>
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</tbody>
</table>

SITE AMENITIES

<table>
<thead>
<tr>
<th>Part Number</th>
<th>Description</th>
<th>Qty</th>
</tr>
</thead>
<tbody>
<tr>
<td>MRPQ303Q</td>
<td>BENCH CONTEMP 6'(1.83M) ING</td>
<td>2</td>
</tr>
<tr>
<td>MRPQ132</td>
<td>RECEPTACLE POST W/FLAT LID SM</td>
<td>2</td>
</tr>
</tbody>
</table>

PLAY EQUIPMENT (NOTED ABOVE) PRICING INCLUDES:
- FREIGHT / DELIVERY OF PLAY EQUIPMENT

EQUIPMENT ONLY PRICING DOES NOT INCLUDE THE FOLLOWING:
- INSTALLATION
- UNLOADING OF EQUIPMENT AT TIME OF DELIVERY
- STORAGE OF EQUIPMENT AFTER DELIVERY
- SEE BELOW FOR ADDITIONAL ITEMS NOT INCLUDED IN THIS QUOTE

Totals:
Equipment ONLY Total: $69,188.00

3/10/2020
QUOTE: R0016207086
SAFETY SURFACING  
SURFACING PERDRAWING MMW200099A  

ENGINEERED WOOD FIBER  
Description  
ENGINEERED WOOD FIBER SAFETY SURFACING FOR PLAY AREA  
INCLUDES:  
- ENGINEERED WOOD FIBER SAFETY SURFACING (NOT TO EXCEED 125 CY)  
- COMPACTED 12" DEPTH  
- SINGLE LAYER GEOTEXTILE FABRIC (NOT TO EXCEED 2,500 SQ FT)  

POURED-IN-PLACE RUBBER  
Description  
PIP SAFETY SURFACING FOR PLAY AREA  
INCLUDES:  
- POURED-IN-PLACE RUBBER SAFETY SURFACING (NOT TO EXCEED 400 SQ FT)  
- REQUIRED THICKNESS FOR PLAY EQUIPMENTS REQUIRED CRITICAL FALL HEIGHT  
- 50% BLACK / 50% STANDARD COLOR (GREEN, BLUE, TERRA COTTA, BEIGE)  
- 4" COMPACTED STONE BASE  

SAFETY SURFACING (NOTED ABOVE) PRICING INCLUDES:  
- FREIGHT / DELIVERY OF SURFACING  
- AVAILABLE, PLAYGROUND ON-SITE DELIVERY LOCATION FOR REQUIRED DELIVERY TRUCK  
- INSTALLATION (PIP RUBBER SURFACING AND STONE BASE ONLY)  

SAFETY SURFACING PRICING DOES NOT INCLUDE THE FOLLOWING:  
- UNLOADING / STORAGE AT TIME OF DELIVERY  
- DUMPSTER  
- INSTALLATION (FOR EWF)  
- SEE BELOW FOR ADDITIONAL ITEMS NOT INCLUDED IN THIS QUOTE  

Totals:  
Surfacing ONLY Total: $9,705.00  

INSTALLATION  
INSTALLATION PER DRAWING MMW200099A  
Description  
SITE PREP / EXCAVATION:  
INCLUDES:  
- LEVELING OF THE EXISTING SOIL RAMP, USE AS FILL MATERIAL.  
- LAYOUT THE NEW PLAY AREA  
- EXCAVATE TO A DEPTH OF 12", USE THE EXCAVATED SOIL AS FILL MATERIAL.  
- SUPPLY AND PLACE UNSCREENED TOP SOIL, USE AS FILL MATERIAL.  
- SUPPLY SCREENED TOPSOIL, PLACE AND ROUGH GRADE.  

UNLOADING OF EQUIPMENT AT TIME OF DELIVERY AND PLACE IN CUSTOMER'S STORAGE AREA AT JOB SITE  

ASSEMBLY AND INSTALLATION ONLY OF ABOVE NOTED:  
- MIRACLE RECREATION PLAYGROUND EQUIPMENT (MMW200099A) WITH CONCRETE FOOTERS  
  (WHERE REQUIRED BY MANUFACTURER)  
- MIRACLE RECYCLED PLASTIC BORDER TIMBERS  
- ZEAGER ENGINEERED WOOD FIBER SAFETY SURFACING WITH SINGLE LAYER FABRIC  

TURF RESTORATION:  
- FINE GRADE, HAND RAKE, BROADCAST SEED WITH SCHOOL LAWN MIX AND MULCH WITH STRAW.  
  - CUSTOMER MUST HAVE ALL PRIVATE UTILITIES MARKED BEFORE FOOTING INSTALLATIONS WILL BE ALLOWED TO BEGIN  

3/10/2020  
QUOTE: R0016207086  
Page 3 of 7
ALL INSTALLATION PRICINGS DO NOT INCLUDE THE FOLLOWING:
- DRAINAGE STONE /PIPES (IF REQUIRED)
- CONCRETE WORK OTHER THAN REQUIRED FOR ABOVE EQUIPMENT FOOTINGS
- GROUND PROTECTION
- SITE RESTORATION
- PERMITS OF ANY KIND
- SITE SURVEYS OF ANY KIND
- TESTING OF ANY KIND
- SOIL EROSION CONTROL OF ANY KIND
- DUMPSTER(S)

POSSIBLE ADDITIONAL CHARGES & REQUIREMENTS:
- ANY INSTALLATION DELAYS DUE TO ANY INSPECTIONS, UTILITY MARKING, OR ANY OTHER REASONS OTHER THAN THE WEATHER MAY RESULT IN A $1500.00 REMOBILIZATION CHARGE. THIS CHARGE MAY BE APPLIED SEPARATELY FOR EACH INSTANCE OF THIS OCCURRENCE.
- ANY PROJECT CHANGE ORDER(S) MUST BE SIGNED AND FORMALLY APPROVED BEFORE INSTALLATION CAN BEGIN AND / OR RESUME
- CUSTOMER MUST SIGN OFF ON PLAYGROUND INSTALLATION AT THE TIME OF COMPLETION WITH INSTALLER-PROVIDED FORM

SEE BELOW FOR ADDITIONAL ITEMS NOT INCLUDED IN THIS QUOTE

Totals:
Installation ONLY Total: $42,453.00

OPTION #1 OVERALL GRAND TOTAL = $121,346.00

Notes:
NO ORDERS WILL BE PLACED WITHOUT A SIGNED QUOTATION AND/OR PURCHASE ORDER. ORDERS OVER $5,000 WILL REQUIRE A SIGNED PURCHASE ORDER BEFORE THEY WILL BE PLACED.

PLEASE NOTE THE FOLLOWING:
✓ A Miracle Credit Application may be required and must be completed and returned before your order is placed. If credit is not issued, Cash In Advance is required with order.
✓ ORDERS OVER $10,000.00 MAY REQUIRE 50% DEPOSIT BEFORE ORDER IS RELEASED.
✓ See top of quote for terms.
✓ This quote is to supply the equipment and services listed above only. Any other contractual requirements/needs are the responsibility of the customer.
✓ PLEASE provide 4-5 sturdy adults or appropriate unloading equipment to unload your equipment (if required)
✓ Due to fluctuating fuel and steel prices, quotes are valid for only 120 days. After 120 days, cost is only an estimate and actual charges may differ.
✓ Price was quoted site unseen, it assumes the site is reasonably flat
✓ PLEASE DO NOT INSTALL Safety Surfacing or Edging until AFTER your play equipment has been installed.
✓ THIS QUOTE DOES NOT INCLUDE:
  ✓ Equipment, Services, Materials not specifically noted above
  ✓ Unloading/Storage/Security of equipment not specifically noted above
  ✓ Assembly/Installation of equipment not specifically noted above
  ✓ Removal of soils/excess excavated materials from site
  ✓ Drainage materials/installation of drainage materials
  ✓ Dewatering/excess water removal from footings, excavations, or any other installation processes where excess water may be present
  ✓ Accessible route to new play area
  ✓ Supply of new topsoil, seeding, landscaping or site restoration
  ✓ Any permits, if required
  ✓ Repair of any utilities/irrigation system not marked by Miss Dig or owner
  ✓ Testing of soil conditions

3/10/2020
QUOTE: R0016207086
NOTE: YOUR PLAYGROUND IS NOT ADA COMPLIANT UNLESS YOU HAVE ADA COMPLIANT SAFETY SURFACING. SAFETY SURFACING IS REQUIRED UNDER AND AROUND ALL PLAYGROUND EQUIPMENT.

INSTALLATION PRICES ASSUME NORMAL SOIL CONDITIONS AND DO NOT INCLUDE ROCK EXCAVATION, TREE TRUNK EXCAVATION, ASPHALT OR CONCRETE REMOVAL. IF ANY SUCH MATERIAL IS DISCOVERED AT A PROJECT SITE, A REMOVAL FEE WILL BE ADDED TO THE PROJECT COST.

MMW Backcharge Policy:
Miracle Midwest (MMW) and its represented equipment manufacturers will not be responsible for any back charges without prior written authorization based on a submitted written quotation for any work the contractor/customer deems necessary, including but not limited to alterations, removals, repair, painting and/or reinstallation of any product purchased through Miracle Midwest for any of its manufacturers/suppliers.

Any individual/contractor/company proceeding without written approval by MMW and/or the manufacturer will assume all financial responsibility for incurred expenses & liability for any changes to the product & the project.

I hereby authorize Miracle Midwest to ship the equipment listed above for which I agree to pay the total amount specified. I will be responsible for receiving all merchandise from the truck. I agree with the Payment terms listed above. Non-taxable customers will provide proper tax exemption certificate.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at Miracle Recreation Equipment, PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Equipment Company.

To confirm this order, please sign, complete all information below and fax to us at 517-349-1911 OR email to info@miraclemidwest.com

Signature ___________________________ Date ____________ P.O. Number ___________________________

Print this address on your PO, send quote/P.O. to fax number/email listed above.

P.O. to Miracle Recreation Equipment Co.
878 Hwy 60, Monett, MO 65708
(Required for orders over $5,000)

PLEASE PROVIDE (NECESSARY FOR ORDER TO BE PLACED):

SHIP TO ADDRESS: ____________________________________________

__________________________________________

__________________________________________

__________________________________________

DELIVERY CONTACT: ____________________________

PHONE #: ____________________________

E-MAIL: ____________________________

INVOICE TO ADDRESS: ____________________________________________

__________________________________________

__________________________________________

__________________________________________

INVOICING CONTACT: ____________________________

PHONE #: ____________________________

E-MAIL: ____________________________

END USER ADDRESS: ____________________________________________

__________________________________________

__________________________________________

__________________________________________

END USER CONTACT: ____________________________

PHONE #: ____________________________

E-MAIL: ____________________________

PLEASE RETURN ALL PAGES OF THIS QUOTE UPON ORDERING
This Quote shall not become a binding contract until signed and delivered by both Customer and Miracle Recreation Equipment Company (“Miracle”). Sales Representative is not authorized to sign this Quote on behalf of Miracle or Customer, and signed Quotes cannot be accepted from Sales Representative. To submit this offer, please sign below and forward a complete signed copy of this Quote directly to “Miracle Sales Administration” via fax (417) 235-3551 or email: orders@miraclecrec.com. Upon acceptance, Miracle will return a fully-signed copy of the Quote to Customer (with copy to Sales Representative) via fax or email.

THIS QUOTE IS LIMITED TO AND GOVERNED BY THE TERMS CONTAINED HEREIN. Miracle objects to any other terms proposed by Customer, in writing or otherwise, as material alterations, and all such proposed terms shall be void. Customer authorizes Miracle to ship the Equipment and agrees to pay Miracle the total amount specified. Shipping terms are FOB the place of shipment via common carrier designated by Miracle. Payment terms are Net-30 days from invoice date with approved credit and all charges are due and payable in full at PO Box 734154, Dallas, TX 75373-4154, unless notified otherwise by Miracle in writing. Customer agrees to pay all additional service charges for past due invoices. Customer must provide proper tax exemption certificates to Miracle, and shall promptly pay and discharge all otherwise applicable taxes, license fees, levies and other impositions on the Equipment at its own expense. Purchase orders and payments should be made to the order of Miracle Recreation Company.

CUSTOMER HEREBY SUBMITS ITS OFFER TO PURCHASE THE EQUIPMENT ACCORDING TO THE TERMS STATED IN THIS QUOTE AND SUBJECT TO FINAL APPROVAL BY MIRACLE.

Submitted By          Printed Name and Title          Date

THE FOREGOING QUOTE AND OFFER ARE HEREBY APPROVED AND ACCEPTED BY MIRACLE RECREATION EQUIPMENT

By:                        Date:

ADDITIONAL TERMS & CONDITIONS OF SALE

1. Use & Maintenance. Customer agrees to regularly inspect and maintain the Equipment, and to provide, inspect and maintain appropriate safety surfaces under and around the Equipment, in accordance with Miracle’s product literature and the most current Consumer Product Safety Commission Handbook for Public Playground Safety.

2. Default, Remedies & Delinquency Charges. Customer’s failure to pay any invoice when due, or its failure to otherwise comply with the terms of this Quote, shall constitute a default under all unpaid invoices (“Event of Default”). Upon an Event of Default, Miracle shall have all remedies available to it at law or equity, including, without limitation, all remedies afforded a secured creditor under the Uniform Commercial Code. Customer agrees to assist and cooperate with Miracle to accomplish its filing and enforcement of mechanic’s or other liens with respect to the Equipment or its location or its repossessing of the Equipment, and Customer expressly waives all rights to possess the Equipment after an Event of Default. All remedies are cumulative and not alternative, and no exercise by Miracle of a remedy will prohibit or waive the exercise of any other remedy. Customer shall pay all reasonable attorneys fees plus any costs of collection incurred by Miracle in enforcing its rights hereunder. Subject to any limitations under law, Customer shall pay to Miracle its liquidated damages, and not as a penalty, an amount equal to 1.5% per month of any payment that is delinquent in such month and is not received by Miracle within ten (10) days after the date on which due.

3. Limitation of Warranty/Indemnity. MIRACLE MAKES NO EQUIPMENT WARRANTIES EXCEPT FOR THOSE STANDARD WARRANTIES ISSUED WITH THE EQUIPMENT, WHICH ARE INCORPORATED HEREIN BY THIS REFERENCE. MIRACLE SPECIFICALLY DISCLAIMS ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE AND ANY LIABILITY FOR INCIDENTAL OR CONSEQUENTIAL DAMAGES. CUSTOMER AGREES TO DEFEND, INDEMNIFY AND SAVE MIRACLE HARMLESS FROM ALL CLAIMS OF ANY KIND FOR DAMAGES OF ANY KIND ARISING OUT OF CUSTOMERS ALTERATION OF THE EQUIPMENT, ITS FAILURE TO MAINTAIN THE EQUIPMENT, ITS FAILURE TO PROPERLY SUPERVISE EQUIPMENT USE, OR ITS FAILURE TO PROVIDE AND MAINTAIN APPROPRIATE TYPES AND DEPTHS OF SAFETY SURFACING BENEATH AND AROUND THE EQUIPMENT IN ACCORDANCE WITH MIRACLES INSTALLATION AND OWNERS MANUALS AND THE MOST CURRENT CONSUMER PRODUCT SAFETY COMMISSION HANDBOOK FOR PUBLIC PLAYGROUND SAFETY.

4. Restrictions. Until all amounts due hereunder are paid in full, Customer shall not: (i) permit the Equipment to be leased upon or attached under any legal process; (ii) transfer title to the Equipment or any of Customer’s rights therein; or (iii) remove or permit the removal of the Equipment to any location not specified in this Quote.

5. Purchase Money Security Interest. Customer hereby grants, pledges and assigns to Miracle, and Miracle hereby reserves a purchase money security interest in, the Equipment in order to secure the payment and performance in full of all of Customer’s obligations hereunder. Customer agrees that Miracle may file one or more financing statements, in order to allow it to perfect, acquire and maintain a superior security interest in the Equipment.

6. Choice of Law and Jurisdiction. All agreements between Customer and Miracle shall be interpreted, and the parties’ obligations shall be governed, by the laws of the State of Missouri without reference to its choice of law provisions. Customer hereby consents to the personal jurisdiction of the state and federal courts located in the city and county of St. Louis, Missouri.

7. Title; Risk of Loss; Insurance. Miracle Retains full title to all Equipment until full payment is received by Miracle. Customer assumes all risk of loss or destruction of or damage to the Equipment by reason of theft, fire, water, or any other cause, and the occurrence of any such casualty shall not relieve the Customer from its obligations hereunder and under any invoices. Until all amounts due hereunder are paid in full, Customer shall

3/10/2020

QUOTE: R0016207086
insure the Equipment against all such losses and casualties.

8. Waiver; Invalidity. Miracle may waive a default hereunder, or under any invoice or other agreement between Customer and Miracle, or cure such a default at Customer’s expense, but shall have no obligation to do either. No waiver shall be deemed to have taken place unless it is in writing, signed by Miracle. Any waiver shall not constitute a waiver of other defaults or the same kind of default at another time, or a forfeiture of any rights provided to Miracle hereunder or under any invoice. The invalidity of any portion of this Quote shall not affect the force and effect of the remaining valid portions hereof.

9. Entire Agreement; Amendment; Binding Nature. This fully-executed Quote, as supplemented by Change Orders and invoices containing exact amounts of estimates provided herein, constitutes the complete and exclusive agreement between the parties. A Change Order is a written instrument signed by the Customer and Miracle stating their agreement as to any amendment to the terms of this Quote. Customer acknowledges that Change Orders may result in delays and additional costs. The parties agree that all Change Orders shall include appropriate adjustments in price and time frames relating to any requested amendments. Upon full execution, this Quote shall be binding upon and inure to the benefit of the parties and their successors and assigns.

10. Counterparts; Electronic Transmission. This Quote, any Invoice, and any other agreement between the parties, may be executed in counterparts, each of which shall constitute an original. The facsimile or other electronic transmission of any signed original document and retransmission of any signed facsimile or other electronic transmission shall be the same as the transmission of an original. At the request of either party, the parties will confirm facsimile or other electronically transmitted signatures by signing an original document.

Please return all pages of this quote upon ordering.

Thank You!

Miracle Midwest

Rev E 021815

3/10/2023

QUOTE: R0016207086
# Civic Center Playground

**RESPONSE DUE DATE:** Wednesday March 11, 2020 12:00pm

<table>
<thead>
<tr>
<th>Bidder</th>
<th>Design #1:</th>
<th>Design #2:</th>
<th>Design #3:</th>
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<tr>
<td>Pen</td>
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<td>$125,000.00</td>
<td>$124,054.94</td>
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<td>Sinclair Recreation</td>
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<td>Miracle Recreation</td>
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<td>Mid states Recreation</td>
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<td>$125,000.00</td>
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<tr>
<td>Great lakes</td>
<td>$125,000.00</td>
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</table>

Signature: [Signature]

Date: 3/11/2020

Witness: [Signature]

Date: 3/11/2020
Agenda Item Summary

To: Township Board of Trustees
From: Chris Barnett, Township Supervisor
Meeting Date: June 15, 2020
Memo Date: June 11, 2020
Subject: Township Policies

REQUEST

I have prepared three policies for review and approval: “Internal Financial Reports to Township Directors”, “Interfund Payment Process”, and the “General Journal (GJ/JE) Entry Process”. The purpose of these policies is to increase internal communication among departments, provide clear information to the Township Board, and provide increased transparency. The policies were developed with the assistance of the Budget Director and Township Attorney and reviewed by the Township’s Auditor Plante Moran.

If yes, fill out information below:

<table>
<thead>
<tr>
<th>Financial Item?</th>
<th>Project/Grant Tracking?</th>
<th>Reviewed by Budget Director?</th>
</tr>
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<tr>
<th>Fund Name</th>
<th>Account No.</th>
<th>Description</th>
<th>Budget Amount</th>
<th>Cost</th>
<th>Remaining Budget</th>
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</table>

RECOMMENDATION (Motion)

1. **Purpose/Scope**
   The “Internal Financial Reports to Township Directors” standard operating procedure provides a guideline on providing Internal Financial Reports to the Township Directors. Internal Financial Reports can be defined as any report published in the “BoardBook” provided to the Township Board that is not posted to the public Township website. Reports include, but are not limited to, the Invoice General Ledger (G/L) Distribution Report, Credit Card Statement, Check Register Report, etc. Said reports should be distributed to the Township Directors when distributed to the Township Board. All Payroll Reports and the Board Bills cover sheet and supporting documents should be provided to the Budget Director and the Human Resources Generalist for review. Additionally, the Human Resources Generalist should have access to all systems and reports related to timekeeping (BS&A Payroll, BS&A Human Resources, NovaTime, etc.).

Reports provided to the Township Board should be reviewed by the Township Directors. The sharing of these reports will assist Department Directors in managing their budgets and will allow the Department Directors to be more involved with their department’s financials. While the majority of expenditures are reviewed and approved by Department Directors, there are many instances where an invoice is only reviewed by one department.

**Examples of Internal Financial Reports:**
- G/L distribution report for check run, journalized (Accounts Payable - AP)
- Check register of all bills: ACH, EFT, paper check board bills and non-board bills (AP)
- Invoices- grand total disbursements which are used for the motion to approve bill run (AP)
- Check register report for payroll and subsequent remittances (AP)
- All Financial Statements published in BoardBook:
  - Balance sheets for all funds including water and sewer
  - Cash Summary Reports - all funds
  - Revenue and Expenditure Reports

2. **Revisions**

<table>
<thead>
<tr>
<th>Rev</th>
<th>Date</th>
<th>Description</th>
<th>Author</th>
</tr>
</thead>
<tbody>
<tr>
<td>00</td>
<td>6/10/2020</td>
<td>Internal Financial Reports to Township Directors</td>
<td>Chris Barnett</td>
</tr>
</tbody>
</table>
1. **Purpose**
   The Interfund Payment Process provides a streamlined approach for tracking payments between two or more funds and offers a more transparent way of tracking entries in BS&A. The Interfund Payment Process defines the policies and procedures that ensure all interfund payments that are recorded in the General Ledger (G/L) are properly prepared, reviewed, approved, and recorded in accordance with generally accepted accounting principles, and stored in a uniform and consistent manner for easy accessibility.

2. **Scope**
   This standard operating procedure applies to all employees involved in the creation, processing, approval, and recording of interfund payments.
   In situations that directly involve an organized board (i.e. Corridor Improvement Authority, Safety Path, etc.), Interfund payments should be run through the Accounts Payable system in BS&A. Interfund payments manually entered into the BS&A financial system are required to have detailed supporting documentation attached in BS&A. Supporting documentation consists of source documents, supportive calculations, spreadsheets and/or other items necessary to substantiate the accuracy and appropriateness of a journal entry. Supporting documentation must be stored in BS&A with the entry and be available at the time the preparer submits the interfund payment for approval. Typical supporting documents include, but are not limited to, General Ledger reports, worksheets with supportive calculations, spreadsheets, copies of source documents such as check requests, purchase orders, travel expense reports, related emails, etc.
   In situations of reoccurring Manual Journal Entries (such as administrative costs, postage, etc.), a “Manual Journal Entry” report should be provided to the board at each Township Board meeting detailing the entries made and contain supporting documentation.

3. **Procedures & Responsibilities**
   **Situation 1: Accounts Payable Process**
   1) An invoice should be created and entered into BS&A Accounts Payable.
2) The invoice should go thru the appropriate Accounts Payable approval process for the corresponding department.

3) The interfund payment(s) should be reviewed by the Township Board.

4) A check should be cut from the pooled cash account and the Township Clerk and Treasurer should review and sign the check.

5) The Treasurer’s office should receipt the payment back into the pooled cash account.

Situation 2: Manual Journal Entry Report provided to Township Board

1) When Interfund Payments are not processed thru Accounts Payable, a Manual Journal Entry Report should be provided to the Township Board.

4. Revisions

<table>
<thead>
<tr>
<th>Rev</th>
<th>Date</th>
<th>Description</th>
<th>Author</th>
</tr>
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<tbody>
<tr>
<td>00</td>
<td>6/10/2020</td>
<td>Interfund Payment Process</td>
<td>Chris Barnett</td>
</tr>
</tbody>
</table>
1. **Purpose**
   The General Journal (GJ/JE) Entry Process standard operating procedure provides a streamlined approach for tracking manual non-reoccurring general journal entries and offers a more transparent way of tracking entries in BS&A. The General Journal (GJ/JE) Entry Process SOP defines the policies and procedures that ensure all manual non-reoccurring journal entries recorded in the general ledger are properly prepared, reviewed, approved, and recorded in accordance with generally accepted accounting principles, and stored in a uniform and consistent manner for easy accessibility. Reoccurring Journal entries do not need prior authorization by the Department Director, however, a “Manual Journal Entry” report should be provided to the Township Board and Department Directors prior to each Township Board Meeting.

2. **Scope**
   This standard operating procedure applies to all employees involved in the creation, processing, approval, and recording of manual non-reoccurring journal entries.

   Journal entries manually entered into the BS&A financial system are required to have detailed supporting documentation attached in BS&A. Supporting documentation consists of source documents, supportive calculations, spreadsheets, and/or other items necessary to substantiate the accuracy and appropriateness of a journal entry. Supporting documentation must be stored in BS&A with the entry and be available at the time the preparer submits the journal entry template for approval. Typical supporting documents include, but are not limited to, general ledger reports, worksheets with supportive calculations, spreadsheets, copies of source documents such as check requests, purchase orders, travel expense reports, related emails, etc.

3. **Procedures & Responsibilities**
   1) All non-reoccurring general journal entries must be signed (or have an email acknowledgement) by the preparer and approved by an individual that is one level higher than the preparer and the Department(s) Director(s) directly affected. All reoccurring general journal entries should be provided to the Township Board and Department Director(s) via a “Manual Journal Entry” report and do not require prior authorization from the department directly affected.
2) Once the non-reoccurring journal entry is prepared, the individual that is one level higher than the preparer, and the Department Director that is directly affected by the entry, must respond to the manual general journal request within two business days of the request (unless availability is otherwise noted).

3) Approved non-reoccurring journal entries should be entered into BS&A with the above stated supporting documentation and affiliated sign-off documents. Rejected manual journal entries should be reported back to the preparer for correction and resubmission/discussion for approval.

4) The individual one level higher than the preparer, and the Department Director(s) directly affected should be notified the entry has been made.

4. **Revisions**

<table>
<thead>
<tr>
<th>Rev</th>
<th>Date</th>
<th>Description</th>
<th>Author</th>
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<tbody>
<tr>
<td>00</td>
<td>6/10/2020</td>
<td>General Journal (GJ/JE) Entry</td>
<td>Chris Barnett</td>
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<td>Process</td>
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FOR IMMEDIATE RELEASE

Contact: Undersheriff Mike McCabe
(248) 858-0146

SHERIFF BOUCHARD ISSUES STATEMENT ON DEATH OF GEORGE FLOYD

May 29, 2020 (Oakland County, Mich.) – Today, Sheriff Michael J. Bouchard has issued the following statement related to the death of George Floyd in Minnesota:

“Watching the situation unfolding in Minnesota I must express my sadness, anger, and utter disbelief regarding the events which have transpired over the past few days. We have witnessed the images and horrific videos surrounding the death of George Floyd, and the rioting and looting which has occurred after the tragic death.

The actions of all the officers involved are deplorable. This goes for the officers who caused the death as well as those who stood by and did nothing. They must be held accountable. In the midst of dealing with a pandemic which we have all been called upon to do more, we are now left with a stain on our profession due to the actions and inaction of a few officers who have brought disgrace to the badge and the oath we are all sworn to uphold. These few officers have tainted the view of over 800,000 of us nationwide. However, we know better. This is not how we train; it is unacceptable and should any of our Deputies witness something similar happening, they are expected to intervene. Our profession must root out and expel the bad apples. We must focus on the best hiring and training practices to ensure the best possible outcomes for all.

We cannot let this define us. As a profession and individually, we must go out of our way to ensure communities of color know this is not what professional policing looks like. All people will be treated with respect and dignity. I know the heart and character of the men and women of policing. They put on a uniform to help people in what is often the worst moments of their lives. They are willing to work holidays, crazy shifts, and face danger head-on because they want to make a difference. That is what must and will rise to the surface.”

###
Oakland County Sheriff’s Office
Orion Township Substation
Weekly “Calls for Service” Summary:

Time period: 5-25-2020 to 5-31-2020

- Calls for service - 427
- Felony Arrests - 1
- Misdemeanor Arrests - 3
- Accidents - 13

20-105761 05/26/2020 1:04AM Suicidal Subject – Juvenile Runaway - K-9 Assist

A Deputies responded to 3000 Park Meadow for a missing endangered 17-year-old. The mother reported her son has a drug problem mixed with mental health issues. She was able to get her son help and was getting ready to take him to a facility for treatment. She entered her son’s bedroom and explained what was going on. She left the room and when she returned her son jumped out the window. The 17-year-old made statements that he wanted to harm himself, K-9 units were requested to assist in the search. Deputies entered the 17-year-old in LEIN. Investigation continues.

Update: The 17-year-old was located by Detective’s and he was removed as missing.

20-105881 05/26/2020 7:58AM Home Invasion Report

Deputies responded to the 3000 block of Cole Rd for a Home Invasion Report. A 52-year-old resident reported an unknown suspect(s) broke into the garage and went through the glove box in his work vehicle. The homeowner reported nothing appeared to be missing from the vehicle or the garage. Deputies arrived and found no signs of forced entry. Deputies interviewed numerous neighbors and are compiling security camera footage from the area. An Evidence Tech was called and processed the scene for evidence. This incident is under investigation.
20-106344  05/26/2020  7:43 PM  Disorderly Persons / Fight

Deputies responded to the 100 block of Stratford Ln, for a neighbor trouble. Deputies arrived and made the scene safe; Deputies spoke with the 50-year-old resident who advised that his neighbor’s 29-year-old son was walking his dog and appeared to be abusing the dog and he took pictures of the acts. The 63-year-old neighbor, and father of the 29-year-old, went to the man’s front door to confront him about taking pictures when he pushed him off his porch. Both subject’s sustained minor injuries and refused medical treatment. The investigation determined the 63-year-old was in fact the aggressor in the matter. The 63-year-old was cited for Disorderly Person and provided a Court date.

20-106869  05/27/2020  12:55 PM  Malicious Destruction of Property

Deputies responded to the 700 block of Lapeer Rd (St. Joseph Church) for a Malicious Destruction of Property Report. The manager reported the sign in front of the church was damaged. The manager also noticed that the church itself sustained damage. The manager reported the damage occurred sometime between 1:00pm-8:00pm on 5/25/2020. Deputies photographed the damage. This incident is under investigation.

20-110133  05/31/2020  11:40 PM  911-Domestic Violence / Operating While Intoxicated III// Resisting and Obstructing/ K9 Assist

Deputies were dispatched to the 300 Block of Waldon Road on the report of a domestic assault in-progress. The caller advised the Sheriff’s Office Operations Center that they could see the neighbors arguing. The male half grabbed the female and appeared to be pushing his way into the home. Deputies arrived on scene and spoke with the victim of the assault. The victim advised Deputies that the suspect fled the area prior to their arrival. The victim told Deputies the ex-boyfriend was intoxicated and grabbed her arm tightly and pushed against her chest with his other hand leaving a bruise. Deputies then observed the suspect’s vehicle travelling at a high rate of speed as it pulled back into the victim’s driveway. The 38-year-old man got out of the vehicle and ran toward the backyard of the residence. Deputies searched the immediate area for the suspect and requested a K9 Unit to assist with the search. A short time into the track, a Deputy observed the suspect laying under a vehicle in the 2700 Block of Gorlad. The Deputy ordered the suspect to come out from under the vehicle. The suspect got out from under the vehicle and again fled. Deputies then located the suspect laying down in the bed of another truck. The K9 Unit ordered the suspect to show him his hands and come out of the truck. The suspect refused multiple
commands to exit the truck bed and failed to comply, forcing Deputies to physically remove him from the truck bed. The suspect began to actively resist Deputies efforts to secure him in handcuffs at which point the K9 bit the suspect. Deputies were then able to handcuff the Orion man and take him into custody. Once in custody Deputies determined the suspect was obviously under the influence of intoxicants. Deputies discovered the responsible was currently wanted on an outstanding warrant for Domestic Assault out of the 52-3rd District Court and has prior conviction for Operating while Intoxicated and Domestic violence. The suspect was then transported to a local hospital for further medical treatment. Deputies collected evidence and secured firearms the man was attempting to get. The suspect remains in custody pending the issuance of new criminal charges, along with a violation of his probation and conditional release orders.

Everyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous
Oakland County Sheriff’s Office
Orion Township Substation

Weekly “Calls for Service” Summary:

Time period: 6-01-2020 to 6-07-2020

- Calls for service - 416
- Felony Arrests - 0
- Misdemeanor Arrests - 1
- Accidents - 14

20-110479 6/1/2020 1:04PM Mental Health Assist

Deputies responded to a 911 call at the 800 block of Mountain Side Drive for a trespassing complaint. The caller advised a male entered her home, attempted to speak to her before leaving. Deputies located a 23-year-old Redford Twp man and quickly accessed him and realized he was suffering from mental illness and did not have any nefarious intent. After confirming the man had a history of mental health issues. Deputies completed a petition for hospitalization on the man and he was transported to St Joe’s for mental health assessment.

20-111362 6/02/2020 5:12 PM Attempted Suicide – Juvenile

Deputies responded to a 911 call at 100 block of Parkview for a suicidal subject. Responding Deputies located a 16-year-old male resident who was in the garage with his father. Deputies noticed that the 16-year-old had several lacerations on his legs. The Orion Township Fired Department arrived and transported the subject to Crittenton Hospital for further medical treatment and mental health petition.

20-111024 6/2/2020 7:48 PM Mental Health Assist

Deputies responded to the 2375 Standon Rd, Paint Creek Golf Course, for a disorderly woman. 911 callers reported a woman was on the green throwing equipment. Witnesses reported the woman was acting erratically and scaring guests. Responding Deputies were advised the woman entered a large wooded area near the golf course. A perimeter was set up by OCSO units on scene and a OCSO K-9 track was initiated. Deputies located the
woman near Coates Rd and Indianwood Rd and determined she was suffering from mental health issues. Deputies were able to deescalate the woman and the Orion Township Fire Department transported her to St Joe's for mental health assessment.

20-111362  6/2/2020  5:12  PM  Attempted Suicide

Deputies responded to the 100 block of Parkview for a suicidal juvenile. A 49-year-old father reported his son was holding a knife to his own throat threatening to kill himself. Deputies arrived and deescalated the situation and placed the juvenile into protective custody. Deputies secured the scene safe and the Orion Township Fire Department transported the juvenile to Crittenton Hospital for further medical treatment and mental health petition.

20-113241  6/5/2020  2:22  PM  Domestic Assault Investigation

Deputies responded to the 100 block of Swallow Ct for a Domestic Assault. A 36-year-old woman reported her 44-year-old boyfriend struck her several times in the face before fleeing the scene. Deputies observed the victim suffered lacerations and swelling to the face. The victim refused to complete a written statement regarding the injuries, and it appeared the victim was in fear. The Orion Township Fire Department transported the victim to McLaren for further medical treatment. Deputies photographed the victim's injuries and submitted the report for a warrant through the prosecutor's office.

20-115078  6/7/2020  9 PM  Domestic Assault Arrest

Deputies responded to a 911 call of a domestic violence assault in the 170 block of Casemer. Deputies responded and made the home safe and learned the responsible party had fled the scene when the victim stated she had summoned the police. The 23-year victim had a contusion to her face and stated her friend, who she was dating, had punched her the face when she asked him to leave her apartment. The Deputy in patrol section one located the vehicle that fled the scene and stopped the driver in order to investigate the victim's story. The 25-year-old male admitted to being at the scene but refused to cooperate any further. The man was taken into custody without incident and lodged at the OCJ. The man was formally charged with DV and is awaiting arraignment. Deputies collected evidence and provided the victim with information on Personal Protection Order.

Everyone with information or crime tips regarding these incidents are encouraged to contact the Orion Township Sheriff's Office Substation at 248 393-0090 for tips, or our Dispatch Center at 248 858-4911 for crimes in-progress. Tipsters can remain anonymous
Date: June 10, 2020

To: Orion Township Board of Trustees

From: John Pender  
Assistant Fire Chief

Subject: Orion Township Fire Department call volume

Orion Township Call Volume  
**May 28, 2020 – June 10, 2020**

Medical Calls- 75  
Non- Medical Calls- 27  
Total Call Volume- 102

Year to Date- 1264