

Michigan Renaissance Festival						
ATTENDANCE HISTORY						
	<u>2025</u>	<u>2024</u>	<u>2023</u>	<u>2022</u>	<u>2021</u>	
Week 1: Sat	10,092	9,571	11,423	9,439	5,456	
Sun	9,540	8,281	8,740	5,116	5,009	
Total	19,632	17,852	20,163	14,555	10,465	
Week 2: Sat	12,991	15,045	12,447	14,143	6,352	
Sun	13,272	9,639	11,872	10,387	6,040	
Total	26,263	24,684	24,319	24,530	12,392	
Week 3: Sat	21,250	19,180	19,296	15,443	15,901	
Sun	18,106	20,529	14,384	19,067	15,573	
Mon	10,822	16,161	8,686	13,260	11,912	
Total	50,178	55,870	42,366	47,770	43,386	
Sat/Sun	39,356	39,709	33,680	34,510	31,474	
Week 4: Sat	21,287	20,517	19,196	17,631	15,545	
Sun	17,013	18,448	16,434	9,951	12,248	
Total	38,300	38,965	35,630	27,582	27,793	
Week 5: Fri						
Sat	23,561	26,121	25,627	21,957	20,652	
Sun	18,211	18,488	11,857	18,850	21,490	
Total	41,772	44,609	37,484	40,807	42,142	
Week 6: Fri						
Sat	28,695	21,551	23,419	20,780	13,306	
Sun	17,947	19,764	21,087	14,847	19,361	
Total	46,642	41,315	44,506	35,627	32,667	
Week 7: Fri	11,460	11,037	9,688	7,304	7,196	
Sat	23,051	18,742	22,187	26,074	21,246	
Sun	18,874	16,390	17,684	22,978	10,157	
Total	53,385	46,169	49,559	56,356	38,599	
Sat/Sun	41,925		39,871	49,052	31,403	
YTD	276,172	269,464	254,027	247,227	207,444	
	5	4	4	3	1	

Hollydazzle Attendance Per Day

	2025		2024	
Day 1	768		140	
Day 2	516		271	
Day 3	243		91	
Day 4	359		133	
Day 5	1516		582	
Day 6	305		303	
Day 7	694		106	
Day 8	1212		1008	
Day 9	432		329	
Day 10	632		295	
Day 11	3274	5k run	734	
Day 12	1089		583	
Day 13	387		195	
Day 14	532		418	
Day 15	387		278	
Day 16	299		1124	
Day 17	1240		56	
Day 18	143		311	
Day 19	392		149	
Total	14420		7106	
Avg	756		374	



Restrooms/Porta-johns

Proposal

JAY'S PORTABLE TOILETS

*Experienced
Professional
Service*

2787 Greenwood Road - Lapeer, Michigan 48446
Tel: 810.664.8080 Fax: 810.667.9130

*Small &
Large
Events*

PHONE 530-209-4682	DATE 3/17/25	EVENT DATES	FAX
PROPOSAL SUBMITTED TO Renaissance Festival		EVENT Michigan Renaissance Festival	
STREET 120 South Saginaw, Holly MI 48442		EVENT LOCATION 12600 Dixie Highway, Holly MI 48442	
CONTACT Anthony Parker (TJ)		EMAIL anthonyparker1992@gmail.com	PHONE 530-209-4682

We hereby submit specifications and estimates for:

Materials Supplied (Festival Rates)

Regular units with hand sani x 255 @ \$92 per = **\$23,460**
 Handicap unit with hand sani x 30 @ \$92 per = **\$2,760**
 Sinks (2 station with soap & paper towel) x 19 @ \$92 per = **\$1,748**
 Hand Sani trees (2 disp per tree) x 35 @ \$92 per = **\$3,220**
Total Material Cost: \$31,188

Off Festival or Monthly Rates

Regular unit = \$87 per unit
 Handicap units = \$117 per unit
 2 Station Sinks = \$97 per unit
 Flush Units = \$147 per unit
 Holding Tanks = \$127 per unit

Daily Onsite Operations

Onsite attendants during hours of operation x 1
 Spot checks during hours of operation include (restocking of TP, hand sani, soap and paper towels)

Daily Cleanings

Extra Cleanings = \$12.50 per unit per cleaning

****The rates provided are based on previous year (2024) needs and subject to change to reflect adjustments in unit quantities.**

Prices include delivery, set up, and pick up.

We Propose hereby to furnish material and labor - complete in accordance with above specifications, for the sum of:

_____ Dollars (\$ _____)

1. The customer agrees to exercise reasonable care in the use of the portable toilet(s), and will be responsible for any damages to the units over normal wear and tear, or loss due to theft or fire.
2. Customer agrees not to sell, rent or give up possession of the portable toilet(s).
3. Customer agrees not to move the portable toilet(s) from the location placed by the dealer without written consent from the dealer listed above.
4. Use of portable toilet(s) over four (4) days will be charged a monthly rate.

Authorized
Signature: _____

Note: This proposal may be withdrawn by us if not accepted within _____ 30 _____ days.

This waiver of liability gives Jay's Portable Toilets permission to enter onto his/her property for the purposes of doing the agreed upon work and will hold Jay's Portable Toilets harmless for any and all damages that may occur by Jay's Portable Toilets employees, vehicles or machinery.

Acceptance of Proposal:

The above prices, specifications and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

Authorized
Signature: _____

Date of Acceptance: _____

Print Name: _____

Contract Re: Portable Toilets and Service

Contractor:

Jay's Septic Tank Service
2787 Greenwood Rd
Lapeer MI 48446

Customer:

Michigan Renaissance Festival / Main Office
120 South Saginaw
Holly MI 48442

Festival Site:

12600 Dixie Highway
Holly MI 48442

Contract Period:

Three years beginning January 2025 to December 2027. The contract is renewable at the end of the contract period.

Contract Stipulations:

1. Jay's Septic agrees to supply portable toilets, 2-station sinks, ADA handicap units, flush units, holding tanks and service for the listed units.
2. Jays Septic also agrees not to increase the price of units and services by more than 5% per year during the contract period, due to an increase in the cost of doing business. Notice of any increases will be provided 2 months prior to festival season.
3. Michigan Renaissance Festival agrees not to decrease unit and service more than 5% per year during the contract period. Notice of any increase or decrease will be given 2 months prior to festival seasons.
4. Michigan Renaissance festival also agrees not to bring in other companies to supply or service what Jay's Septic has agreed to in this contract.
5. Payment is due upon receipt of the invoice, and you will be given a finance charge of 1.5% per month on any invoice over 30 days.
6. Jay's Septic agrees to have a service person onsite during festival hours to keep toilet paper stocked in the units and to handle any emergencies that may occur. This service is included in the price.
7. Included is a price list for the current year of 2025 which future prices will be based on.
8. Price and service breakdown on attached formal proposal.



Dust Control



PC#: 0247
 36000 MOUND RD
 STERLING HEIGHTS, MI 48310 47
 586-698-9515

SUNBELT RENTALS, INC.

Salesman: 023716 MARZEC, JASON (237)
 Typed By: MSPORDER

Job Site:
 MICHIGAN RENAISSANCE FESTIVAL
 12600 DIXIE HWY
 HOLLY, MI 48442 8416

C#: 952-445-7361 J#: 248-240-6199

Customer: 500282
 MICHIGAN RENAISSANCE FESTIVAL
 1244 S. CANTERBURY RD STE 306
 SHAKOPEE, MN 55379

RESERVATION



Contract #.. 180766744
 Contract dt. 3/03/26
 Date out.... 7/31/26 10:00 AM
 Est return.. 10/29/26 10:00 AM
 Job Loc..... 12600 DIXIE HWY, HOLLY
 Job No..... 14- MICHIGAN RENAISS
 P.O. #.....
 Ordered By.. PARKER, TJ
 NET 30

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
1.00	WATER TRAILER 500 GALLON W/ PU 0240190	160.00	160.00	464.00	960.00	3344.00
SALES ITEMS:						
Qty	Item number	Unit	Price			
1	DLPKSRCHG	EA	78.200			78.20
	TRANSPORTATION SURCHARGE					
1	ENVIRONMENTAL	EA	65.200			65.20
	2133XXX000 ENVIRON/HAZMAT/DISPOSAL FEE					
1	MIHERSPC0247B	EA	66.880			66.88
	MI 2% HEAVY EQUIPMENT SURCHARGE					
	RENTAL PROTECTION PLAN					501.60
	DELIVERY CHARGE					230.00
	PICKUP CHARGE					230.00
				Sub-total:		4515.88
				Tax:		253.14
				Total:		4769.02

 IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS

- The total charges are an estimate based on the estimated rental period and other information provided by Customer.
- Customer assumes all risks associated with the Equipment during the Rental Period, including injury and damage to persons, property and the Equipment.
- Customer is responsible for and shall only permit properly trained, Authorized Individuals to use the Equipment.
- If the Equipment does not operate properly, is not suitable for Customer's intended use, does not have operating and safety instructions or Customer has any questions regarding use of the Equipment, Customer shall not use the Equipment and shall contact Sunbelt immediately.
- Equipment misuse or using damaged or malfunctioning Equipment may result in serious bodily injury or death and Customer agrees that Customer (i) assumes all risk associated thereunder, and (ii) indemnifies Sunbelt Entities for all claims or damages as a result of misuse or use of damaged or malfunctioning Equipment.
- Customer has received, read, understands and agrees to the estimated charges and all the terms on this page, plus all sections on the reverse side of this Contract ("Sections"), including Release and Indemnification in Section 8 and Environmental Fee in Section 16, which can also be found at www.sunbeltrentals.com/rentalcontract. * Delivery/Pickup Surcharge fee explanation is available at www.sunbeltrentals.com/surcharge.
- Customer must contact Sunbelt to request pickup of Equipment, retain the Pick-Up Number given by Sunbelt and will be responsible for Equipment until actually retrieved by Sunbelt.
- Customer waives its right to a jury trial in any dispute as set forth in Section 19.
- At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)



PC#: 0247
 36000 MOUND RD
 STERLING HEIGHTS, MI 48310 47
 586-698-9515

SUNBELT RENTALS, INC.

Salesman: 023716 MARZEC, JASON (237)
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 NET 30

Customer: 500282

MICHIGAN RENAISSANCE FESTIVAL
 1244 S. CANTERBURY RD STE 306
 SHAKOPEE, MN 55379

QTY	EQUIPMENT #	Min	Day	Week	4 Week	Amount
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All amounts are in USD

- | | | |
|---|--|---|
| IF THE EQUIPMENT DOES NOT WORK PROPERLY, NOTIFY THE OFFICE AT ONCE | MULTIPLE SHIFTS OR OVERTIME RATES MAY APPLY | CUSTOMER IS RESPONSIBLE FOR REFUELING, DAMAGES AND REPAIRS |
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 - Customer waives its right to a jury trial in any dispute as set forth in Section 19.
 - At the election of Sunbelt or Customer, Customer agrees to submit every dispute to arbitration and waives any right to bring a class action as set forth in Section 20.

Customer is declining Rental Protection Plan (see reverse side for details) _____ (Customer Initials)

Parking Contract

AGREEMENT

This AGREEMENT is executed on this 20th day of August 2024 by and between **MICHIGAM RENAISSANCE FESTIVAL CORPORATION** (hereinafter called "Festival"), and **ELITE VALET PARKING INC. D/B/A ELITE PARKING SOLUTIONS** (hereinafter called "ELITE").

WHEREAS: FESTIVAL and ELITE entered into an agreement in August of 2023 pertaining to ELITE managing and operating parking services for the 2023 Michigan Renaissance Festival (hereinafter called "EVENT").

WHEREAS: FESTIVAL and ELITE want to enter into a similar agreement for a longer term and an increased management fee.

NOW, THEREFORE, in consideration of the promises hereto and the mutual covenants hereinafter set forth, the parties agree to the following:

1. Engagement

The parties hereto agree that the 2023 Agreement executed in August of 2023 will be the basis for this Agreement and that the 2023 Agreement is incorporated herein as Exhibit E and is an integral part of this Agreement.

The terms and conditions contained in Exhibit E will be followed in this Agreement, with adjustments in fees and comparable dates used moving forward as appropriate.

2. Term and Termination

The term of this Agreement is effective upon the execution of the parties hereto, and covers the period from August 1, 2024, until November 1, 2027, unless otherwise terminated.

3. Adjustments to Management Fees

The following schedule indicates the revised Management Fee Numbers:

	<u>2024</u>	<u>2025</u>	<u>2026</u>	<u>2027</u>
<u>Fee per Clause 3.2</u>	\$27,300	\$31,500	\$37,800	\$44,100
<u>Fee per Clause 3.3</u>	\$37,700	\$43,500	\$52,200	\$60,900
<u>TOTAL:</u>	\$65,000	\$75,000	\$90,000	\$105,000

4. Miscellaneous

FESTIVAL will endeavor to accommodate reasonable requests made by ELITE, such as adjusting the payment reimbursement schedule, when possible.

-----SIGNATURE PAGE FOLLOWS-----

The individual signing this Agreement have the authority to act on behalf and bind FESTIVAL and ELITE respectively:

On behalf of FESTIVAL:

By: Robert S. Beller

Name: Robert S. Beller

Title: Vice-President

On behalf of ELITE:

By: _____

Name: _____

Title: _____

Sheriff Contract

OAKLAND COUNTY SHERIFF'S OFFICE
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT
WITH THE MICHIGAN RENAISSANCE FESTIVAL

This AGREEMENT is made and entered into between the MICHIGAN RENAISSANCE FESTIVAL, a Corporation, registered and licensed to conduct business in the State of Michigan, whose local address is 12600 Dixie Highway, Holly, Michigan, 48442 ("COMPANY"), and the COUNTY OF OAKLAND, a Michigan Constitutional and Municipal Corporation, whose address is 1200 North Telegraph Road, Pontiac, Michigan 48341 ("COUNTY"). The COUNTY is also represented by the OAKLAND COUNTY SHERIFF, MICHAEL J. BOUCHARD, in his official capacity as a Michigan Constitutional Officer, whose address is 1200 North Telegraph Road, Bldg. 38 E., Pontiac, Michigan 48341 ("SHERIFF"). In this AGREEMENT, when the COUNTY and SHERIFF are referred to jointly and collectively, they will be referred to as the OAKLAND COUNTY SHERIFF'S OFFICE ("O.C.S.O.").

INTRODUCTION:

- A. The COMPANY has a series of one day events that are open to the general public and held annually on approximately fourteen (14) acres located at 12500 Dixie Highway, Holly, Michigan 48442, which includes numerous performances, performers in period costumes, concerts, demonstrations, shows, ceremonies, and concessions featuring both eateries and drinking booths, and other activities in an effort to recreate the atmosphere of an old European village during the Renaissance era ("EVENT");
- B. The COMPANY has consulted with the local law enforcement department regarding its ability to provide sufficient LAW ENFORCEMENT SERVICES at the EVENT and regarding whether any supplemental LAW ENFORCEMENT SERVICES are desirable and/or necessary.
- C. The SHERIFF, subject to the limits of available DEPUTIES and budget constraints, is authorized by law to provide LAW ENFORCEMENT SERVICES throughout the jurisdiction and territorial limits of Oakland County.
- D. The COMPANY has approached the O.C.S.O. about the possibility of supplementing limited, local LAW ENFORCEMENT SERVICES with O.C.S.O. DEPUTIES to provide increased LAW ENFORCEMENT SERVICES at the EVENT;
- E. The same fiscal and practical restrictions that limit the availability of local police resources for LAW ENFORCEMENT SERVICES at the EVENT also limit the ability of the SHERIFF to reassign DEPUTIES to provide LAW ENFORCEMENT SERVICES at the EVENT as part of their normal shift assignments and duties. However, because of the relatively large number of DEPUTIES the O.C.S.O. employs, the O.C.S.O. may be able to provide supplemental LAW ENFORCEMENT SERVICES at the EVENT on an overtime basis.
- F. The COMPANY, in recognition of the expense to the O.C.S.O. in providing increased LAW ENFORCEMENT SERVICES at the EVENT, has agreed to pay all COUNTY costs incurred in providing DEPUTIES for increased LAW ENFORCEMENT SERVICES at the EVENT.
- G. The O.C.S.O. is agreeable to providing DEPUTIES for supplemental LAW ENFORCEMENT SERVICES at the EVENT pursuant to the terms and conditions of this AGREEMENT, provided that such LAW ENFORCEMENT SERVICES do not: (a) impair or interfere with the O.C.S.O.'s ability to meet its other law enforcement responsibilities; (b) result in any O.C.S.O. loss of operational efficiency or readiness; and/or (c) result in any increased financial burdens or the assumption of any additional liabilities to County taxpayers.

THEREFORE, it is mutually agreed as follows:

1. Definitions. In addition to the terms and expressions defined elsewhere in this AGREEMENT, the

OAKLAND COUNTY SHERIFF'S OFFICE
2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE
FESTIVAL

following terms, whether used in the singular or plural, possessive or non-possessive, and/or within or without quotation marks, shall be defined, read, and interpreted as follows:

- 1.1. "LAW ENFORCEMENT SERVICES" means the enforcement of the general criminal laws of this state and the motor vehicle and traffic laws of this state, including, but not limited to, road patrol, crime detection, crime prevention, and criminal apprehension, and/or response to any emergency or non-emergency which, in the sole judgment of any DEPUTY, appears to require the presence, attention, or services of any DEPUTY to address, respond, or attend to any issue, event, or circumstance involving public safety, a breach of peace, public health, an accident or accidental injury, and related law enforcement functions as authorized and/or mandated by law. LAW ENFORCEMENT SERVICES shall not include any responsibility or job duty of the COMPANY or any COMPANY AGENT including, but not limited to, gate attendants, ticket sellers, ticket takers, ushers, directors, supervisors, parking attendants, managers, nurses, emergency medical personnel or technicians, security guards, safety personnel, complaint adjusters, or any other plant, operational, or administrative personnel who perform any general crowd control and supervision functions, search any packages and/or patrons for objects such as bottles, cans, cameras, weapons, or tape recorders, remove any objectionable patrons, signs or displays, determine any person's admissibility to the EVENT, become involved in any dispute resolution with any COMPANY AGENT and/or patron or any person attending the EVENT, or enforce any COMPANY or EVENT rule, policy, or regulation unless such activity is for the prevention of crime and the enforcement of the general criminal laws including, but not limited to, criminal property trespass.
- 1.2. "CLAIM(S)" shall be defined to include any and all losses, complaints, demands for relief or damages, suits, causes of action, proceedings, judgments, deficiencies, penalties, costs and expenses, including, but not limited to, any reimbursement for reasonable attorney fees, witness fees, court costs, investigation and/or litigation expenses, any amounts paid in settlement, or any other amount for which the O.C.S.O. becomes legally and/or contractually obligated to pay, or any other liabilities of any kind whatsoever whether direct, indirect or consequential whether based upon any alleged violation of the constitution (federal or state), any statute, rule, regulation, or the common law, whether in law or equity, tort, contract, or otherwise, and/or whether commenced or threatened.
- 1.3. "COMPANY AGENT" means any and all COMPANY officers, directors, board members, employees, managers, departments, divisions, volunteers, agents, and representatives of the COMPANY, as well as any COMPANY licensee, concessionaire, contractor, subcontractor, vendor, subsidiary, joint venturer or partner, and/or any such persons, successors or predecessors, agents, employees, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and/or any and all persons acting by, through, under, or in concert with any of them and/or the COMPANY.
- 1.4. "DEPUTY" shall be defined to include the Undersheriff, any Major, Captain, Lieutenant, Sergeant, Deputy II, Deputy I, or any other person of any rank, classification, or title who, pursuant to state law, is a sworn deputy of the SHERIFF.
- 1.5. "COUNTY AGENT" means the OAKLAND COUNTY SHERIFF, SHERIFF MICHAEL J. BOUCHARD, and any and all other COUNTY elected and/or appointed officials, commissioners, officers, boards, committees, commissions, departments, divisions, trustees, volunteers, employees (including any and all DEPUTIES), agents, representatives, contractors, predecessors, successors, assigns, attorneys, or auditors (whether such persons act or acted in their personal, representative, or official capacities), and any and all persons acting by, through, under, or in concert with any of them. COUNTY AGENT shall also include any person who was a COUNTY AGENT at any time during the term of this AGREEMENT but, for any reason, is no longer employed, appointed, or elected and serving as an agent.

2. Assignment of DEPUTIES. The O.C.S.O. will assign DEPUTIES to provide LAW ENFORCEMENT SERVICES at the EVENT as follows:

2.1 Each EVENT DATE will have two shifts, for a total of sixteen to twenty-four (16-24) DEPUTIES per EVENT DATE.

DEPUTIES will be provided in accordance with the following shift schedule for August 16, 17, 23, 24, 30 and 31, and September 1 of 2025:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 6, 7, 13, 14, 20, 21, 27 and 28 of 2025:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(11)	0800-1500 hours	(9)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for August 22, 23, 29, and 30 and September 5, 6, and 7 of 2026:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 12, 13, 19, 20, 26, and 27 and October 3 and 4 of 2026:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(11)	0800-1500 hours	(9)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for August 21, 22, 28, and 29 and September 4, 5, and 6 of 2027:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(7)	0800-1500 hours	(5)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

DEPUTIES will be provided in accordance with the following shift schedule for September 11, 12, 18, 19, 25, and 26 and October 2 and 3 of 2027:

		<u>First Shift:</u>		<u>Second Shift:</u>
SERGEANT:	(1)	0800-1500 hours	(1)	1500-2100 hours
DEPUTY II:	(11)	0800-1500 hours	(9)	1500-2000 hours
DEPUTY II:			(2)	1500-2100 hours

3. Event Dates. The EVENT DATES are: August 16, 17, 23, 24, 30 and 31 of 2025; September 6, 7, 13, 14, 20, 21, 27 and 28 of 2025; August 22, 23, 29, and 30 of 2026; September 5, 6, 7, 12, 13, 19, 20, 26, and 27 of 2026; October 3 and 4 of 2026; August 21, 22, 28, and 29 of 2027; September 4, 5, 6, 11, 12, 18, 19, 25 and 26 of 2027; October 2 and 3 of 2027.

4. Payment.

4.1. The COMPANY agrees to pay the COUNTY for each individual DEPUTY scheduled to provide LAW ENFORCEMENT SERVICES at the EVENT pursuant to this AGREEMENT an amount equal to the total number of work hour(s), including any part of any hour(s), of LAW ENFORCEMENT SERVICES to be rendered by each individual DEPUTY, multiplied by the Hourly Overtime (OT) Rate indicated below for each DEPUTY's Rank.

<u>Rank</u>	<u>2025 Hourly OT Rate</u>	<u>2026 Hourly OT Rate</u>	<u>2027 Hourly OT Rate*</u>
LIEUTENANT	\$122.50	\$133.65	\$145.81
SERGEANT	\$111.00	\$121.10	\$132.12
DEPUTY II	\$90.86	\$99.13	\$108.15

* 2027 rates are subject to change based on the Inflation Rate Multiplier (IRM). Actual rates to be determined November 2025. IRM is provided by the Michigan State Tax Commission.

4.2. The PARTIES estimate that the total cost of LAW ENFORCEMENT SERVICES will be **\$570,109.26**. The PARTIES agree that this amount is an estimate only and that actual costs for the provision of LAW ENFORCEMENT SERVICES could be more or less. The COMPANY will make payments to the COUNTY according to the following schedule:

<u>2025 Due Date</u>	<u>Amount Due</u>
August 13, 2025	\$18,513.92
August 20, 2025	\$18,513.92
August 27, 2025	\$27,770.88
September 3, 2025	\$27,236.48
September 10, 2025	\$27,236.48
September 17, 2025	\$27,236.48
September 24, 2025	\$27,236.48
Estimated 2025 Total Costs	\$173,744.64

<u>2026 Due Date</u>	<u>Amount Due</u>
August 19, 2026	\$20,198.96
August 26, 2026	\$20,198.96
September 2, 2026	\$30,298.44
September 9, 2026	\$29,715.44
September 16, 2026	\$29,715.44
September 23, 2026	\$29,715.44
September 30, 2026	\$29,715.44
Estimated 2026 Total Costs	\$189,558.12

OAKLAND COUNTY SHERIFF'S OFFICE
 2025-2027 LAW ENFORCEMENT SERVICES AGREEMENT WITH THE MICHIGAN RENAISSANCE
 FESTIVAL

2027 Due Date	Amount Due*
August 18, 2027	\$20,036.92
August 25, 2027	\$22,036.92
September 1, 2027	\$33,055.38
September 8, 2027	\$32,419.32
September 15, 2027	\$32,419.32
September 22, 2027	\$32,419.32
September 29, 2027	\$32,419.32
Estimated 2027 Total Costs	\$206,806.50

If the COMPANY fails to make any of the above scheduled payments on time, the O.C.S.O. will have no further obligation to provide any LAW ENFORCEMENT SERVICES under the terms of this Agreement. If the actual cost of providing LAW ENFORCEMENT SERVICES exceeds the estimated amount, the COUNTY will submit an invoice to the COMPANY that sets forth the additional amount due for each DEPUTY'S service rendered through the end of the EVENT, and the COMPANY agrees to pay the COUNTY the full amount due and owing on any such invoice within thirty (30) days of the invoice date. Alternatively, if the actual cost of providing LAW ENFORCEMENT SERVICES is less than the estimated amount, the COUNTY will refund the difference to the COMPANY within thirty (30) days of the last scheduled EVENT DATE.

- 4.3. For purposes of computing the LAW ENFORCEMENT SERVICES costs, the total hours worked by any DEPUTY shall include not only all estimated hours worked in providing direct LAW ENFORCEMENT SERVICES for the EVENT, but shall also include any time spent on the following activities: (a) Travel time, on a daily basis, to or from the SHERIFF'S DEPARTMENT, in Pontiac, Michigan, at the beginning or end of any shift by any SHERIFF'S DEPUTY, if that SHERIFF'S DEPUTY shift starts or ends in Pontiac (b) any time expended transporting any person arrested by any DEPUTY during the course of providing LAW ENFORCEMENT SERVICES at the EVENT to the Oakland County Jail, in Pontiac, Michigan, including any reasonable length of time spent at the Oakland County Jail by any DEPUTY while booking such person(s); (c) any minimum call-in or overtime hours guaranteed to DEPUTIES under any applicable union or employment contract, and/or (d) the performance of any LAW ENFORCEMENT SERVICES related duty or obligation which takes any DEPUTY away from the EVENT but which began or arose while any DEPUTY was providing LAW ENFORCEMENT SERVICES at the EVENT (e.g., hot pursuit, transporting a person for medical attention, an automobile accident occurring on the public road immediately outside EVENT grounds, etc.).
- 4.4. Upon Company's request, any O.C.S.O. payroll policies, payroll or attendance records, procedures, employment contracts, etc. that are applicable to the determination of the total costs to be paid to the COUNTY by the COMPANY pursuant to this AGREEMENT, shall be made available by appointment with the O.C.S.O. for inspection by the COMPANY.
- 4.5. The COMPANY has, to its satisfaction, examined the O.C.S.O.'S wage and cost structures and acknowledges and agrees that the COMPANY'S payment to the COUNTY under the terms of this AGREEMENT is not intended to result in any net financial gain or profit for the COUNTY, but is established to guarantee that the O.C.S.O. is fully reimbursed for any and all salary costs, on an overtime basis, and other fringe benefit costs and expenses that the COUNTY is required to pay to, or on behalf of, any DEPUTIES providing supplemental LAW ENFORCEMENT SERVICES for the EVENT.
5. Subject to the SHERIFF's sole discretion and judgment as to the County-wide prioritization of his law enforcement resources and law enforcement needs, the COMPANY may request from the SHERIFF

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that he assign additional DEPUTIES to perform LAW ENFORCEMENT SERVICES at the EVENT. The SHERIFF, subject to the terms of this AGREEMENT, may assign any or all such additional requested DEPUTIES at the applicable Hourly Overtime Rate for the rank of each such additional DEPUTY assigned.

6. The O.C.S.O. and the COMPANY agree and acknowledge that the LAW ENFORCEMENT SERVICES provided for under the terms of this AGREEMENT are strictly limited to those governmental law enforcement functions authorized by law and are exclusively governmental activities and functions of the type and nature that would be normally supported by tax dollars, and that this AGREEMENT simply acknowledges the unusual circumstances and increased law enforcement needs created by the EVENT and the corresponding increased financial burden on government law enforcement agencies created by such EVENT.
7. The COMPANY acknowledges and agrees that there may be circumstances beyond the SHERIFF's control when the SHERIFF, in his sole discretion and judgment as to the prioritization of his law enforcement resources, his overall evaluation of Oakland County's immediate law enforcement needs, and his determination as to the allocation of O.C.S.O. law enforcement personnel at that time to best serve the citizens of Oakland County, may be unable to assign any or all of the DEPUTIES contemplated to provide LAW ENFORCEMENT SERVICES on any particular EVENT DATE. The COMPANY acknowledges and agrees that this AGREEMENT, does not, and is not intended to, create either any absolute right in favor of the COMPANY, or any corresponding absolute duty or obligation upon the SHERIFF or the O.C.S.O., to guarantee that any specific number or rank of DEPUTIES will be present to provide LAW ENFORCEMENT SERVICES. The COMPANY acknowledges and agrees that the O.C.S.O.'s good faith and reasonable efforts to cooperate with the COMPANY in providing LAW ENFORCEMENT SERVICES and to develop the necessary schedules, budgets and plans to enable it to provide the numbers and ranks of DEPUTIES contemplated at the anticipated EVENT DATES and the promised professionalism of the O.C.S.O. in these regards, as demonstrated throughout previous similar agreements, are appropriate and adequate consideration to justify the COMPANY'S decision to enter into this AGREEMENT. The COMPANY hereby agrees to waive any and all CLAIMS against the COUNTY, SHERIFF, or the O.C.S.O. which arise in connection with, or as a result of, any alleged O.C.S.O. failure to provide adequate LAW ENFORCEMENT SERVICES at the EVENT.
8. If the SHERIFF is unable to provide any or all DEPUTIES necessary to supplement the existing available local LAW ENFORCEMENT SERVICES on any particular EVENT DATE, he will verbally communicate that fact to the COMPANY as soon as such fact becomes reasonably known to him.
 - 8.1 In the event of staffing shortages, a shift scheduled for a Deputy II may be filled by a Sergeant or Lieutenant to minimize forcing a Deputy II to fill the shift.
9. The SHERIFF and the COUNTY reserve to themselves any rights and obligations relating to the provision of any and all police and/or governmental law enforcement services, and this AGREEMENT does not, and is not intended to, diminish, delegate, divest, impair, or contravene any constitutional, statutory, and/or other legal right, privilege, power, obligation, duty, capacity, immunity, or character of office of either the SHERIFF, the COUNTY, and/or any DEPUTY.
10. O.C.S.O. Independent Status. The COMPANY and the O.C.S.O. agree that neither the O.C.S.O. nor any DEPUTY, by virtue of this AGREEMENT, or otherwise, shall be considered or asserted to be an employee, contractor, sub-contractor, partner, joint venturer, representative, or agent of the COMPANY, and further agree that:
 - 10.1. At all times and for all purposes relevant to this AGREEMENT, the O.C.S.O. shall remain the sole and exclusive employer of all DEPUTIES and that the O.C.S.O. shall remain solely and exclusively responsible for the direct payment to any DEPUTY of any DEPUTY'S wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances

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or reimbursements or any kind, including, but not limited to, workers' disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based, in any way, upon any DEPUTY'S status as an employee of the O.C.S.O.

- 10.2. The COMPANY shall not grant, give, allow, pay, reimburse, compensate, or otherwise provide any wages, fringe benefits, privileges, gifts, equipment, personal property, supplies, benefits, entitlement, consideration (monetary or otherwise), or any other thing of value, either directly or indirectly, to, for the use by, or on behalf of, any individual DEPUTY, except that any money paid directly to the COUNTY by the COMPANY to reimburse the COUNTY for its costs pursuant to this AGREEMENT shall not be deemed consideration paid by the COMPANY to any DEPUTY.
- 10.3. This AGREEMENT does not, and is not intended to create, grant, modify, supplement, supersede, alter, or otherwise affect or control, in any manner or form: (a) any right, privilege, benefit, or any other term(s) or condition(s) of employment, of any kind or nature whatsoever, in, upon, or for any DEPUTY and/or any DEPUTY'S agents, representatives, unions, or the successors or assigns of any of them; (b) any applicable O.C.S.O. employment and/or union contract(s); (c) any level(s) or amount(s) of DEPUTY supervision, standard(s) of performance, training and education standard(s); and/or (d) any O.C.S.O. rule(s), regulation(s), hours of work, shift assignment(s), order(s), policy(ies), procedure(s), directive(s), ethical guideline(s), etc., which shall, solely and exclusively, govern and control the employment relationship between the O.C.S.O. and/or all conduct and actions of all DEPUTIES.
- 10.4. This AGREEMENT does not, and is not intended to, limit, modify, control, or otherwise affect in any manner the SHERIFF's sole and exclusive right, obligation, and responsibility to determine, establish, modify, or implement any and all operational policies, procedures, orders, rules, regulations, ethical guidelines, and/or any other judgment, policy or directive which in any way governs or controls any activity of all DEPUTIES. The COMPANY further agrees that this AGREEMENT does not obligate or require the SHERIFF or the O.C.S.O. to change, alter, modify, use, or develop any different or special LAW ENFORCEMENT SERVICES policies, practices or procedures for use at the EVENT.
- 10.5. This AGREEMENT does not, and is not intended to include any O.C.S.O. warranty, promise, or guaranty, either express or implied, of any kind or nature whatsoever, in favor of the COMPANY, any COMPANY AGENT(S), or any person attending the EVENT, that any LAW ENFORCEMENT SERVICES provided by the O.C.S.O. under the terms and conditions of this AGREEMENT will result in any specific reduction or prevention of any criminal activity at the EVENT, or any other such performance-based outcome.
- 10.6. Under the terms of this AGREEMENT, the COMPANY agrees and promises that no DEPUTY shall be asked or required to perform any services directly for the COMPANY or otherwise be available to perform any other work or assignments from the COMPANY or be expected to perform any acts other than LAW ENFORCEMENT SERVICES, and that no DEPUTY shall be employed in any manner or capacity by the COMPANY.
- 10.7. The COMPANY agrees that neither the COMPANY nor any COMPANY AGENT(S) shall otherwise provide, furnish or assign any DEPUTY with any job instructions, job descriptions, job specifications, or job duties, or, in any manner attempt to control, supervise, train, or direct any DEPUTY in the performance of any O.C.S.O. duty or obligation to provide LAW ENFORCEMENT SERVICES under the terms of this AGREEMENT.
11. The COMPANY agrees that this AGREEMENT does not, and is not intended to, create, by implication or otherwise, any specific, direct or indirect obligation, duty, promise, benefit, and/or special right to any LAW ENFORCEMENT SERVICES in favor of the COMPANY, any COMPANY AGENT(S), and/or any patron or other person attending the EVENT. Further the COMPANY agrees that at all times, and for any and all purposes under this AGREEMENT, the O.C.S.O. and/or any DEPUTY present at the

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EVENT shall be present strictly and solely to perform its governmental law enforcement function authorized by law and for the benefit of the general public, and under no circumstances shall any DEPUTY undertake any activity or duty on behalf of the COMPANY or provide any particular or specific service or benefit to or for the COMPANY, any COMPANY AGENT(S), or any patron or other person attending the EVENT.

12. The COMPANY agrees that this AGREEMENT does not, and is not intended to, transfer, delegate, or assign to the COUNTY, the SHERIFF, and/or any COUNTY AGENT(S) any civil or legal responsibility, obligation, duty of care, or liability associated with the ownership, maintenance, or operation of the EVENT. The COMPANY agrees that it shall, at all times and under all circumstances, remain solely and exclusively responsible for any and all costs, obligations, and/or civil liabilities associated with owning and operating the EVENT, including, but not limited to, the provision of any Emergency Medical Treatment, rendering any first aid or medical treatment facilities, providing or implementing any fire or emergency evacuation plans or procedures, providing for basic crowd control, security services or obligations, safety functions, and/or any other activity associated with the EVENT that is not within the definition of LAW ENFORCEMENT SERVICES or otherwise a governmental law enforcement function under the terms of this AGREEMENT and which is not under the control and direction of the O.C.S.O. The COMPANY further agrees that it shall not reduce, eliminate, or otherwise fail to provide, in any way, the same number(s) and type(s) of security, emergency, or other personnel and/or the scope of security and emergency service(s) or protection(s) that the COMPANY normally provides to any COMPANY AGENT(S) or any person attending the EVENT, due to the presence of the O.C.S.O. and/or any DEPUTY at the EVENT.
13. The COMPANY agrees that no COMPANY AGENT either as a result of or arising out of any act(s) by any person in the performance of any duty under this AGREEMENT, shall be considered or asserted to be an employee of the O.C.S.O. The COMPANY agrees that it shall be solely and completely liable for any and all COMPANY AGENT(S)' past, present, or future wages, compensation, overtime wages, expenses, fringe benefits, pension or retirement benefits, travel expenses, mileage allowances, training expenses, transportation costs, and/or other allowances or reimbursements of any kind, including, but not limited to, worker's disability compensation, unemployment compensation, Social Security Act protection(s) and benefits, any employment taxes, and/or any other statutory or contractual right or benefit based on or in any way related to any COMPANY AGENT(S)' employment status or any alleged violation of any COMPANY AGENT(S)' statutory, contractual, or constitutional rights by the COMPANY, the COUNTY or any COUNTY AGENT(S). The COMPANY agrees to indemnify and hold harmless the COUNTY and/or any COUNTY AGENT(S) from and against any and all CLAIM(S) which are imposed upon, incurred by, or asserted against the COUNTY and/or any COUNTY AGENT(S) by any COMPANY AGENT(S) which are based upon, result from, or arise from, or are in any way related to any COMPANY AGENT(S)' wages, compensation, benefits, or other employment-related rights, including, but not limited to, those described in this Paragraph.
14. The COMPANY shall be solely and exclusively responsible, during the term of this AGREEMENT, for guaranteeing that all COMPANY AGENT(S): (a) follow all lawful orders of any DEPUTY performing any duties under this AGREEMENT; (b) fully cooperate with all DEPUTIES in providing any LAW ENFORCEMENT SERVICES pursuant to this AGREEMENT; and (c) conform their activities to comply with the terms of this AGREEMENT.
15. The COMPANY freely and voluntarily consents to and agrees that the O.C.S.O. and all DEPUTIES, while providing LAW ENFORCEMENT SERVICES under the terms of this AGREEMENT, shall have free and open access to any and all premises, areas and locations at the EVENT.
16. The COMPANY, at its sole cost and expense, agrees to comply with the insurance requirements set forth in Attachment A, which is hereby fully incorporated into and made part of this AGREEMENT.
17. The COMPANY agrees to defend, indemnify and hold the COUNTY and/or any COUNTY AGENTS harmless from and against any and all CLAIMS that are imposed upon, incurred by, or asserted against the COUNTY by any person and are based upon, result from, or arise from, or are in any way related to any alleged error, mistake, negligent or intentional act(s) or omission(s) by the COMPANY and/or

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any COMPANY AGENT(S), including, but not limited to: (a) any alleged breach or legal duty to any person by the COMPANY and/or any COMPANY AGENTS; (b) any alleged failure by the COMPANY or any COMPANY AGENTS to comply with any COMPANY duty or obligation in this AGREEMENT; (c) any other CLAIM(S) based, in any way, upon any COMPANY or COMPANY AGENTS' services, buildings, equipment, or any other event, occurrence, duty, or obligation related or attendant thereto. The COMPANY, however, shall not be obligated to pay any portion of any court ordered judgment or award for which a court has determined that the COUNTY and/or any COUNTY AGENT(S) was either solely negligent or solely at fault for any specific dollar amount of damages or loss to any person other than the COMPANY or any COMPANY AGENT(S).

17.1. The indemnification rights contained in this AGREEMENT are in excess and over and above any valid and collectible insurance rights/policies. If the validity or collectability of the COMPANY'S insurance is disputed by the insurance company, the COMPANY shall indemnify the COUNTY and/or any COUNTY AGENT(S) for all CLAIMS asserted against the COUNTY and/or any COUNTY AGENT(S), and if the insurance company prevails, the Company shall indemnify the COUNTY and/or any COUNTY AGENT(S) for any uncollectable accounts.

17.2. To the extent that the COMPANY'S promise to indemnify, pay and hold harmless the COUNTY and/or any COUNTY AGENT(S) as set forth in this AGREEMENT may become unenforceable or uncollectible, the COMPANY shall contribute the maximum portion that it is permitted to pay and satisfy under applicable law toward the payment and satisfaction of any CLAIM(S) against the COUNTY and/or any COUNTY AGENT(S).

17.3. COMPANY shall have no rights against the COUNTY and/or any COUNTY AGENT(S) for any indemnification (e.g., contractual, equitable, or by implication), contribution, subrogation, and/or any other right to be reimbursed by the COUNTY and/or any COUNTY AGENT(S) except as expressly provided in this AGREEMENT.

18. The COMPANY agrees that all COMPANY indemnification and hold harmless promises, waivers of liability, representations, insurance coverage obligations, liabilities, payment obligations, and/or any other related obligations provided for in this AGREEMENT with regard to any acts, occurrences, events, transactions, or CLAIM(S) either occurring or having their basis in any events or transactions that occurred before the cancellation or expiration of this AGREEMENT, shall survive the cancellation or expiration of this AGREEMENT.

19. The COMPANY agrees that it may not assign, delegate, contract, subcontract or otherwise, transfer, promise, commit, or loan any O.C.S.O.'s or any DEPUTY'S LAW ENFORCEMENT SERVICES or duties under this AGREEMENT to any other person and/or public or private corporation, entity, or organization of any kind.

20. The COMPANY represents and warrants that it has reviewed all of its current or proposed lease and licensing agreements with its patrons, concessionaires, promoters, vendors, and other persons who are or may become contractually involved with the COMPANY for the EVENT, and hereby represents and warrants that the COMPANY does not have, and will not in the future have, any other contractual agreement that will in any manner restrict, interfere with, or prohibit the COMPANY, any COMPANY AGENT(S), or any other person from complying with the COMPANY'S obligations and duties as set forth in this AGREEMENT.

21. The COMPANY agrees that it shall promptly deliver to the O.C.S.O. written notice and copies of any CLAIM(S), complaint(s), charge(s), or any other accusation(s) or allegation(s) of negligence or other wrongdoing, whether civil or criminal in nature, that the COMPANY becomes aware of which involves in any way the O.C.S.O. or any DEPUTY. The COMPANY agrees to cooperate with the O.C.S.O. in any investigation conducted by the O.C.S.O. into any act(s) or work performance of any DEPUTY.

22. Term. This AGREEMENT shall become effective on August 1, 2025 and shall remain in effect continuously until it expires without any further act or notice being required of any party at 11:59 p.m. on December 31, 2027. Either the COUNTY, the SHERIFF, or the COMPANY may cancel this

AGREEMENT for any reason without incurring any penalty or liability to any Party as a result, before its scheduled expiration, by delivering a written notice of cancellation of this AGREEMENT to the other two parties at least two (2) business days before the effective date of cancellation (which cancellation date shall be clearly stated in the notice), and at 11:59 P.M. on the stated effective date of cancellation, this AGREEMENT shall be canceled. COMPANY will remain obligated to reimburse the O.C.S.O. for any and all costs (e.g., minimum overtime pay, minimum contract call-in or overtime notice provisions, etc.) already incurred by the COUNTY and/or SHERIFF prior to the cancellation effective date.


23. This AGREEMENT, and any subsequent amendments, shall not become effective prior to the approval by resolution of the COUNTY Board of Commissioners. The approval and terms of this AGREEMENT shall be entered into the official minutes and proceedings of the COUNTY Board of Commissioners and shall also be filed with the office of the Clerk for the COUNTY.
24. The parties shall send, by first class mail, or alternatively may deliver in person, all correspondence and written notices required or permitted by this AGREEMENT to each of the signatories of this AGREEMENT, or any signatory successor in office, to the addresses shown in this AGREEMENT. Except as otherwise provided for herein, all correspondence or written notices shall be considered delivered to a party as of the date that such notice is deposited with sufficient postage, with the U.S. Postal Service or delivered to such person's office during normal business hours.
25. This AGREEMENT is made and entered into in the State of Michigan and shall in all respects be interpreted, enforced and governed under the laws of the State of Michigan. The language of all parts of this AGREEMENT is intended to and, in all cases, shall be construed as a whole according to its fair meaning, and not construed strictly for or against any party. As used in this AGREEMENT, the singular or plural number, possessive or non-possessive shall be deemed to include the other whenever the context so suggests or requires.
26. Absent an express written waiver, the failure of any party to pursue any right granted under this AGREEMENT shall not be deemed a waiver of that right regarding any existing or subsequent breach or default under this AGREEMENT. No failure or delay on the part of any party in exercising any right, power or privilege hereunder shall operate as a waiver thereof, nor shall a single or partial exercise of any right, power or privilege preclude any other or further exercise of any other right, power or privilege.
27. The COUNTY, the SHERIFF, and the COMPANY acknowledge that this AGREEMENT shall be binding upon each of them and, to the extent permitted by law, upon their administrators, representatives, subsidiaries, executors, successors and assigns, and all persons acting by, through, under, or in concert with any of them.
28. This AGREEMENT sets forth the entire agreement for increased LAW ENFORCEMENT SERVICES for the EVENT between the O.C.S.O. and the COMPANY and fully supersedes any and all prior agreements or understandings between them in any way related to the subject matter hereof. It is further understood and agreed that the terms and conditions herein are contractual and are not a mere recital and that there are no other agreements, understandings, contracts, or representations between the O.C.S.O. and the COMPANY in any way related to the subject matter hereof, except as expressly stated herein. This AGREEMENT shall not be changed or supplemented orally and may be amended only by concurrent resolutions of the Oakland County Board of Commissioners and the COMPANY Board of Directors.
29. For and in consideration of the mutual promises, acknowledgments, representations, and agreements set forth in this AGREEMENT, and for other good and valuable consideration, the receipt and adequacy of which is hereby acknowledged, the COUNTY, the SHERIFF, and the COMPANY hereby agree and promise to be bound by the terms and provisions of this AGREEMENT.

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FESTIVAL

IN WITNESS WHEREOF, JAMES H. PETERSON, President and CEO of MICHIGAN RENAISSANCE FESTIVAL hereby acknowledges that he has authority to execute this AGREEMENT on behalf of MICHIGAN RENAISSANCE FESTIVAL, and hereby accepts and binds MICHIGAN RENAISSANCE FESTIVAL to the terms and conditions of this AGREEMENT on this 18 day of June 2025 2025.

WITNESS:

MICHIGAN RENAISSANCE FESTIVAL
a Corporation registered in Michigan




By: 
JAMES H. PETERSON
President and CEO

IN WITNESS WHEREOF, DAVID T. WOODWARD, Chairperson of the Oakland County Board of Commissioners, hereby acknowledges that he has been authorized by a resolution of the Oakland County Board of Commissioners to execute this AGREEMENT on behalf of the COUNTY OF OAKLAND, and hereby accepts and binds the COUNTY OF OAKLAND to the terms and conditions of this AGREEMENT on this ____ day of _____, 2025.

WITNESS:

COUNTY OF OAKLAND, a Michigan
Constitutional and Municipal Corporation



By: 
David T. Woodward (Jul 2, 2025 12:13 EDT)
DAVID T. WOODWARD, Chairperson,
Board of Commissioners

IN WITNESS WHEREOF, MICHAEL J. BOUCHARD, in his official capacity as the Oakland County Sheriff, hereby accepts and binds the Office of the Oakland County Sheriff to the terms and conditions of this AGREEMENT on this ____ day of _____, 2025.

WITNESS:

OAKLAND COUNTY SHERIFF, a Michigan
Constitutional Officer



By: 
MICHAEL J. BOUCHARD
Oakland County Sheriff

ATTACHMENT A
COMPANY PROVIDED INSURANCE

1. The COMPANY agrees, at its sole cost and expense, to purchase and maintain the following insurance coverage(s), in the minimum coverage amounts indicated below, protecting the COUNTY and COUNTY AGENTS from any and all CLAIMS (as defined in the AGREEMENT), for the entire duration of this AGREEMENT and to provide the COUNTY with appropriate Certificates of Insurance. The COMPANY acknowledges that all insurance obligations, bonds, and/or certificates or proof of same required shall be subject to the approval of the COUNTY'S Risk Management Division.
 - a. Comprehensive General Liability Broad Form Endorsement in the minimum amount of \$3,000,000.00 C.S.L., and with the following as minimum requirements:
 - i. Broad Form Property damage;
 - ii. Premises/Operations;
 - iii. (Blanket) Broad Form Contractual;
 - iv. Personal Injury - delete contractual exclusion "A" and employee exclusion "C"; and
 - v. Additional Insured - The COUNTY OF OAKLAND, the O.C.S.O. and all COUNTY AGENT(S) as defined in this AGREEMENT to include, without limitation, all COUNTY elected and appointed officials and their employees and agents for CLAIM(S), actions, lawsuits, etc., arising out of the sole acts of the COMPANY and/or COMPANY AGENT(S).
 - b. Professional Liability (Errors and Omissions), including Police Professional Liability in the minimum amount of \$1,000,000.00; and
 - c. All Certificates of Insurance shall contain the following clauses:
 - i. "Any coverage afforded the COUNTY shall apply as primary and not excess to any insurance issued in the name of the COUNTY OF OAKLAND, et al.";
 - ii. "The insurance company(s) issuing the policy or policies shall have no recourse against the COUNTY OF OAKLAND for payment of any premiums or for assessments under any form of policy.";
 - iii. "Any and all deductibles in the above-described insurance policies shall be assumed by and be for the account of, and at the sole risk of, the COMPANY"; and
 - iv. "There will be no additional exclusions running to the Additional Insured based upon any actions or activities of the named insured."
 - d. All Certificates of Insurance are to provide 30 days' notice of material change or cancellation. All Certificates of Insurance must be provided no less than ten (10) working days before commencement of date of this AGREEMENT to the COUNTY'S Risk Management Division. Insurance carriers, coverage(s), and policy limits are also subject to the approval of the COUNTY'S Risk Management Division as to conformity with the requirements of this AGREEMENT.
2. The COMPANY agrees that the COUNTY shall be legally subrogated to any rights to recover or any benefits the COMPANY may have in any insurance policy and to the full extent of any payment made under any insurance policy as may be required to make the COUNTY whole for any CLAIM(S). The COMPANY agrees to cooperate and do any act necessary to secure such rights for the COUNTY.

Towing Agreement

Byers Wrecker Service Inc.

**399 SOUTH ST
ROCHESTER, MICHIGAN 48307**

Groveland Township Mi

To whom it may concern Byers Wrecker Service Inc. is Contracted with the Oakland County Sheriff's Office for Towing Service in several areas thought out the county and will be able to handle any and all towing needs that may arise at the Renaissance Festival either on grounds or surrounding roadways 24hr a day any questions please feel free to contact me.

Bill Byers

O: 248-651-4180

C: 248-789-3985



Electrical/Digital Sign Agreement



STATE BARRICADES, INC.

24806 Industrial Dr.
Warren, Michigan 48089
OFFICE# 586-756-8282
CELL# 586-405-3873
tony@statebarr.com

Date: 3-4-26

To: MICHIGAN RENAISSANCE FESTIVAL

ATTN: CHIP SCHULTZ

From: TONY MAGGIANO

COMMENTS: MICHIGAN RENAISSANCE FESTIVAL

4 MESSAGE BOARDS : \$3500.00 EACH

TOTAL : \$14,000.00

PRICE INCLUDES DELIVERY, SET UP, AND REMOVAL.

QUOTES GOOD FOR 30 DAYS. CALL RYAN TO SCHEDULE. DAILY ALIGNMENT IS THE CONTRACTORS RESPONSIBILITY. STATE BARRICADES DOES NOT INTERMIX EQUIPMENT WITH THE CONTRACTOR, DUE TO LIABILITY ISSUES. WATER BARRICADES TO BE FILLED & KEPT THAWED BY CONTRACTOR

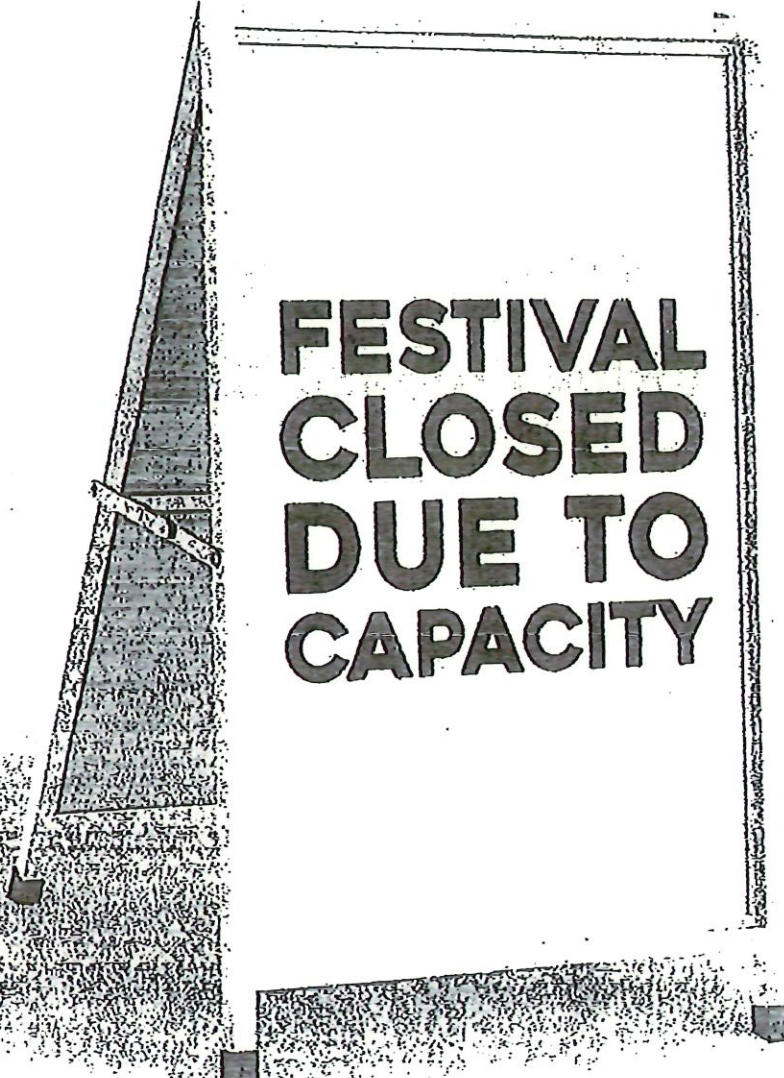
Parking/Capacity Protocol

2025 Michigan Renaissance Festival

Parking lot capacity protocol

In the unlikely occurrence that the Parking Lots at the Michigan Renaissance Festival are approaching capacity, the Festival will close its gates for the remainder of the day, or until sufficient parking spaces become available. The following procedures and protocols will be in place for 2025:

1. Upon notice from the on-site director of parking operations for the independent third party professional parking company retained by the Festival that the Parking Lots are likely to reach capacity in thirty minutes, the designated Festival management person will notify the Sheriff's Office Command.
2. Sheriff's Office Command will then notify those Deputies currently on Dixie Highway to prepare to close the gates.
3. Festival staff will prepare to deploy proper signage along Dixie Highway to read "***Festival closed due to capacity***".
4. Sheriff Deputies on Dixie Highway will be given signs to be placed by patrol cars that also read "Festival closed due to capacity".
5. Upon execution of closing the gates all signs will be placed onto Dixie Highway to advise patrons of Festival closing.
6. Festival management will change the digital signs located on I-75 and Dixie Highway to read "***Festival closed due to capacity***".
7. Festival management will post on all social media platforms that "***Festival is closed due to capacity***".
8. Sheriff's Deputies will begin the monitoring of traffic on Dixie Highway and enforce the no parking ordinances where applicable.
9. If needed Byer's towing will be dispatched to impound any vehicles that are in a no parking zone. Vehicles will be towed to the Groveland Township fire station and placed in the impound lot.
10. This protocol will continue until the parking lot has been cleared enough to safely allow parking to resume.



**FESTIVAL
CLOSED
DUE TO
CAPACITY**

Sheriff's Office Traffic Control Plan

Assigned Posts:

1. North Drive.

This is the main entrance to the venue for southbound Dixie Hwy Traffic. No Northbound Dixie Highway traffic should enter from this point. Exiting traffic will be able to go either north or southbound.

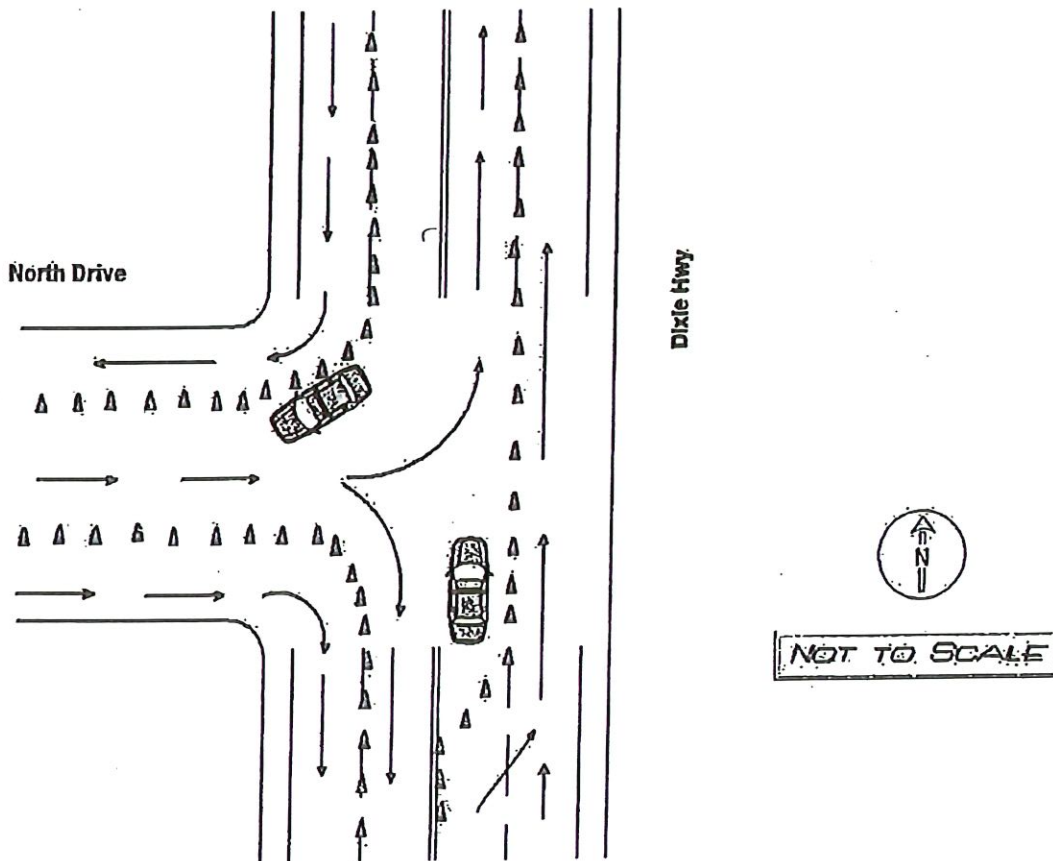


Diagram (a)

2. **South Drive**- This is the main entrance to the venue for north bound Dixie Hwy Traffic. If a vehicle needs to take a left turn from Perryville Rd to southbound Dixie Hwy, all effort will be made to accommodate that motorist as quickly and safely as possible. All traffic exiting from this point must to right and head south on Dixie Hwy.

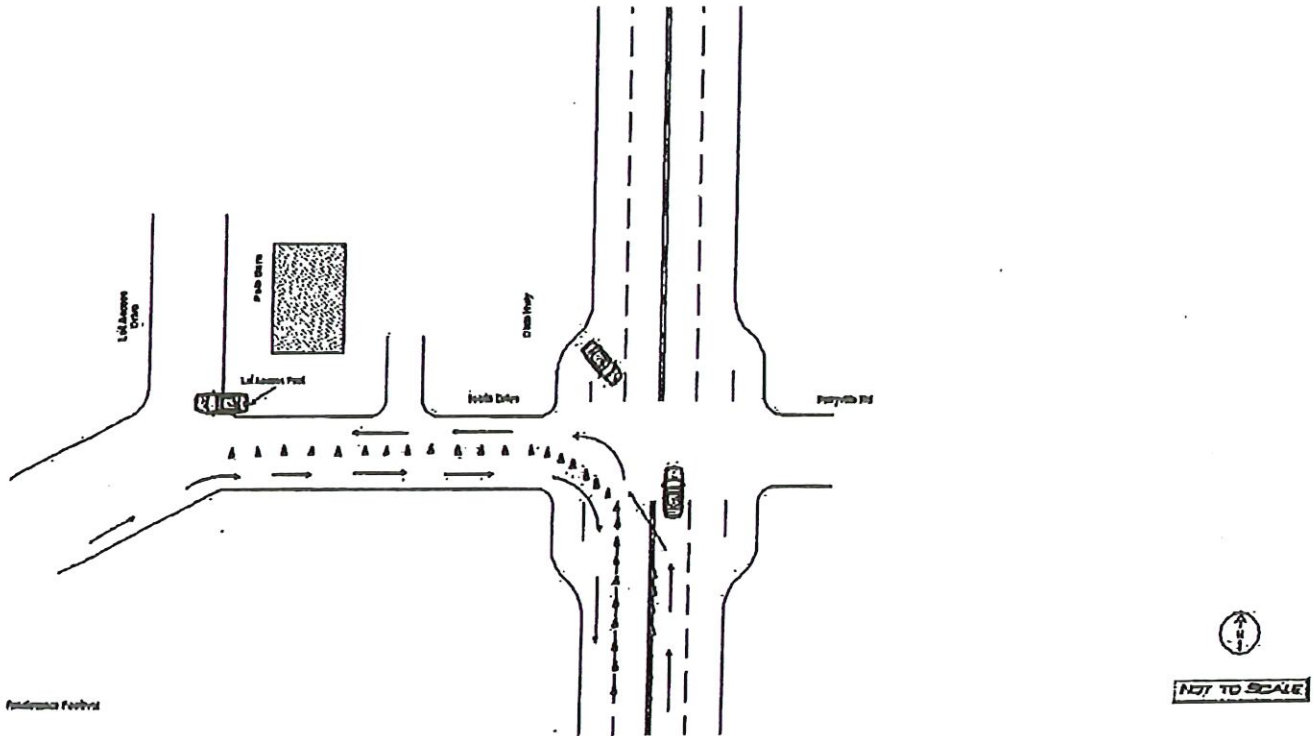


Diagram (b)

3. **Lot Access Drive**- The deputy will assist the parking lot flagger (see diagram b) with the directing of patrons to the south lot. Generally, the only vehicles allowed to access the North lot from this point would be; handicapped, festival employees, or motorcyclists. *This can be subject to change based on the needs of Festival Management.

- 4. Box Office Security-** The Deputy will park their vehicle along Gatehouse entrance. The Deputy will maintain a highly visible presence in and around the box office courtyard area. Diagram (c)

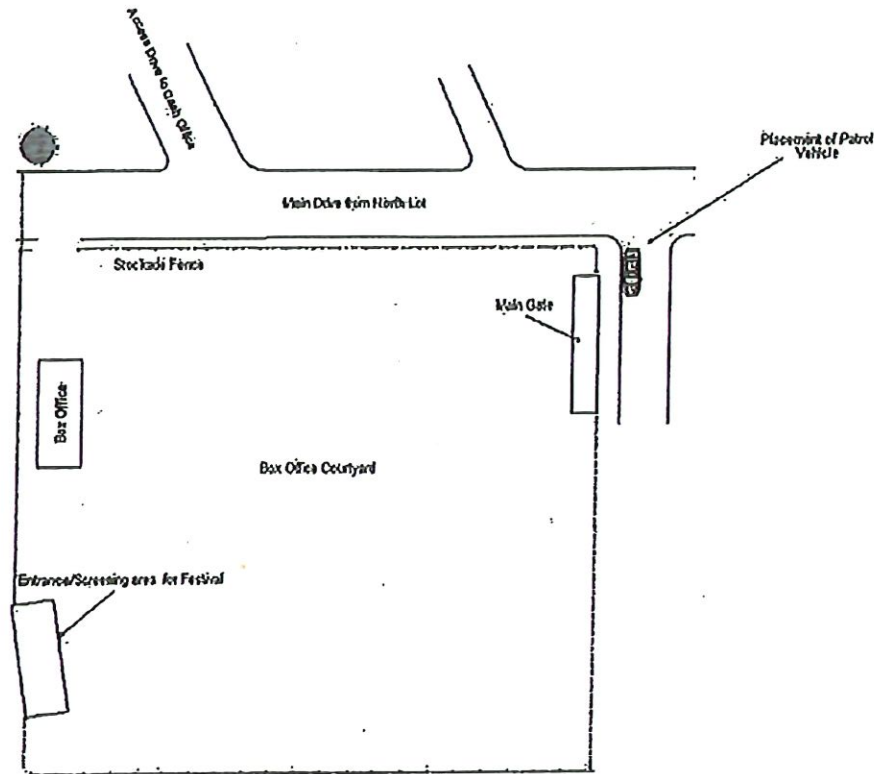


Diagram (C)

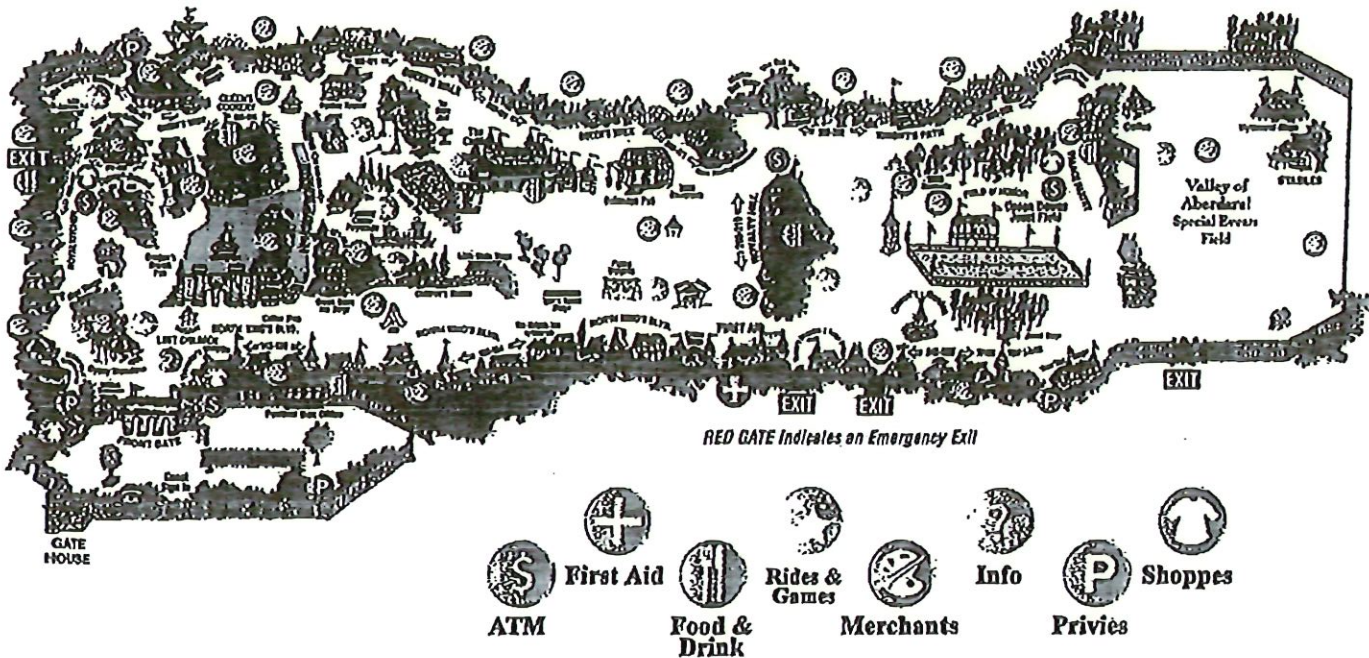
- 5. North Lot/Relief/Special Assignment-** When assigned to this position the Deputy will patrol the North Lot. They are a visual deterrent for any criminal activity that may occur. They will assist with lockouts, or helping patrons find their vehicles. During this assignment the deputy is expected to take at least one foot patrol down the board walk that connects both the north and south lots. *PRE-LABOR DAY Assignment. after 5pm both the North and South Lot assigned Deputies will report inside the venue near the GUINNESS PUB for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

- 6. South Lot/Relief/Special Assignment-** When assigned to this position the Deputy will patrol the South Lot. They are a visual deterrent for any criminal activity that may occur. They will assist with lockouts, or helping patrons find their vehicles. During this assignment the deputy is expected to take at least one foot patrol down the board walk that connects both the north and south lots. *PRE-LABOR DAY Assignment. after 5pm both the North and South Lot assigned Deputies will report inside the venue near the GUINNESS PUB for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

7. Relief/Rover Assignment. When assigned to this detail the deputy may be tasked with relieving a posted position, assisting with any additional traffic issues, or act as additional foot patrol within the venue. **LABOR DAY and POST LABOR DAY Assignment.** After 5pm the Relief/Rover assigned Deputies will report inside the venue near the GUINNESS PUB for foot patrol. Monitor the area for disruptive behavior and assist Festival Security as needed.

8. Late shift Cash Office Security- This is staffed with one Sergeant and two deputies. This post is to provide armed security for the Cash Office. Once the proceeds have been transferred to private security, escort the vehicle out to Dixie Hwy. Once all units are clear of the venue, the Sergeant will advise dispatch that all units are clear, and the radio channel can be secured.

Site map



Drone policy- The Renaissance Festival has a strict policy against the unauthorized use of drones on site. If a violation is observed. Try to identify the pilot and have them ground the drone. Write an informational report. A subject can be cited under Michigan Public Act 46 of 2016 Section 259.313 under the following:

259.321 - UNMANNED AIRCRAFT - INTERFERENCE WITH DUTIES OF PUBLIC SAFETY PERSONNEL

259.3221 - UNMANNED AIRCRAFT - OPERATING TO HARASS

259.3222 - UNMANNED AIRCRAFT - OPERATING IN VIOLATION OF RESTRAINING ORDER

259.3223 - UNMANNED AIRCRAFT - OPERATING TO SURVEIL, PHOTOGRAPH ETC. UNCLOTHED PERSON OR TO INVADE PRIVACY

259.3224 - UNMANNED AIRCRAFT - SEX OFFENDER OPERATING IN VIOLATION OF SENTENCE

*Keep in mind, the act of flying a drone over a crowd of people is in violation of FAA rules. Currently that violation has not been adopted by MI State Law. The above violations are in CLEAR, and a citation can be issued.

Lost and Found- The Information booth directly inside the main gate or at the Box Office outside of the venue

Medicals- Groveland Fire is on scene within the venue (see map)

Extra Patrols- Deputies assigned to the North or South Parking Lot details (Pre-Labor Day Staffing) will be reassigned from 5pm to Closing to foot patrol around the Guinness Pub area to monitor the area for disorderly conduct. (Post Labor Day Staffing) this detail will be handled by the Relief/Rover positions. THIS IS A TWO DEPUTY DETAIL. Stay in pairs.

Requests for public announcements via the patrol vehicle in-car Public Address system-In the event of safety issues venue management may request information to be broadcast to patrons via the OCSO in car public address system. These requests will have prior authorization by on site Command before broadcasting. Every attempt to accommodate these requests shall be made when practical.

Traffic Enforcement-All Deputies shall enforce the Michigan Vehicle Traffic Code while working at this event. MCL codes of interest:

MCL 257.602- Compliance with the order or direction of a police officer.

MCL 257.606- Impound of an illegally parked vehicle.

Reminders- Arrive with a clean marked patrol vehicle and traffic vest. It would be a good idea to keep a spare fully charged replacement battery with you as well. Food is provided (hamburgers, hotdogs, chicken) underneath the white dining fly directly across from the Cash Office.

Phone Numbers:

Chip Schultz: 248 343 2259
Groveland Fire: 248 634 7722 (direct)
OCSO Dispatch: 248 858 4950
LEIN: 248 858 4955
Byers Towing: 248 651-4180 (to give to the public)



3620 Groveland rd Ortonville MI 48462
 nlayman@celayman.com
 www.celayman.com
 248.627.2016

Estimate

For: Renaissance Festival

1690

Date: 07/28/2025

Job location 12600 dixie highway - Holly

Description	Quantity	Rate	Amount
8" PVC Well (up to 100' deep, 100' min charge & 74\$/foot if over 100')	100	\$74.00	\$7,400.00
10' Stainless steel screen and / or shale boot for sandstone (additional may be necessary depending on formation)	1	\$2,950.00	\$2,950.00
Gravel Pack Bags (any additional needed will be 26\$/bag)	30	\$26.00	\$780.00
20 HP Deluxe Controller VFD (Will include some sort of locking device per Franklin electric) water proof nema case	1	\$15,989.00	\$15,989.00
20 HP 3 phase motor 240v	1	\$5,429.00	\$5,429.00
Pump - Wet end 4" Discharge	1	\$5,896.00	\$5,896.00
4" Certa Lock Drop pipe (additional may be needed depending on depth / water level)	80	\$56.00	\$4,480.00
4" Certa Lock Couplings (additional may be needed depending on depth)	4	\$129.00	\$516.00
4" Certa Lock Check Valve	1	\$1,229.00	\$1,229.00
4" Certa Lock adapter	2	\$295.00	\$590.00
4" tee	1	\$224.00	\$224.00
4" Plug	1	\$81.00	\$81.00
4" Nipple 6"	2	\$96.00	\$192.00
4/3 Submersible wiring w/ ground	100	\$16.00	\$1,600.00
8x4 well seal	1	\$189.00	\$189.00
heat shrink kits / adapters	2	\$31.00	\$62.00

Description	Quantity	Rate	Amount
Well Development (price per hour)	6	\$150.00	\$900.00
Installation of pump / drop pipe / well seal / wiring etc	1	\$3,679.00	\$3,679.00
5" Storz fitting & storz cap	1	\$482.00	\$482.00
6"x2 Nipple	1	\$110.00	\$110.00
Pressure relief valve	1	\$239.00	\$239.00
Permit fees oakland county health dept	1	\$375.00	\$375.00
Parts and labor install uni strut for vfd mount as well as shutoff for well (includes electrical permits / electrician)	1	\$5,550.00	\$5,550.00
Note this is an ESTIMATE ONLY for well up to 100' deep. ANY additional material or labor, development, additional screens etc needed to complete job will be extra charge. We cannot guarantee water quantity / volume. This DOES NOT include power source from panel or dte. 240v single phase or 3 phase required. This estimate includes a Variable Speed drive per Nocfa fire. This system is designed to be maintenance free (No galvanized or steel drop pipe in well) - We use all corrosion free fittings and material - Not responsible for any landscaping -12,000\$ down payment required before ordering parts / pulling permits and balance is due in full on completion of job.	1	\$0.00	\$0.00

Subtotal \$58,942.00
Total \$58,942.00

Total \$58,942.00

Comments

Thank you for your business!

C.E Layman & Son Well Drilling Inc.

Client's signature

RECEIVED

OCT 07 2025

Lot # _____
Subdivision _____
Sidwell # 0112476002

OAKLAND COUNTY HEALTH DIVISION
1200 N. Telegraph Rd., Pontiac 48341-0432 (248) 858-1312
27725 Greenfield Rd., Southfield 48076-3625 (248) 424-7191
1010 E. West Maple Rd., Walled Lake 48390-3588 (248) 926-3305

APPLICATION TO INSTALL A WELL

NOTICE: EMERGENCY REPLACEMENT WELLS REQUIRE ABANDONMENT OF THE EXISTING WELL.

NEW WELL REPLACEMENT WELL (Emergency Repair Yes No) ABANDONMENT
EXTENSIVE REPAIR IRRIGATION WELL TEST WELL OTHER

Type: Rotary Cable tool Other
Township/City/Village: Holly Street #: 12500 Street: DIXIE Highway

Residential Non-Residential Building # of persons in Non-Residential Building _____
Owner: MICHIGAN RENAISSANCE Address: 12500 Dixie Highway City: Holly Zip: 48442

Applicant: _____ Address: _____ City: _____ Zip: _____
Well Contractor: C.E. LAYMAN & SON Reg #: 63-2076 Phone: 248-627-2016

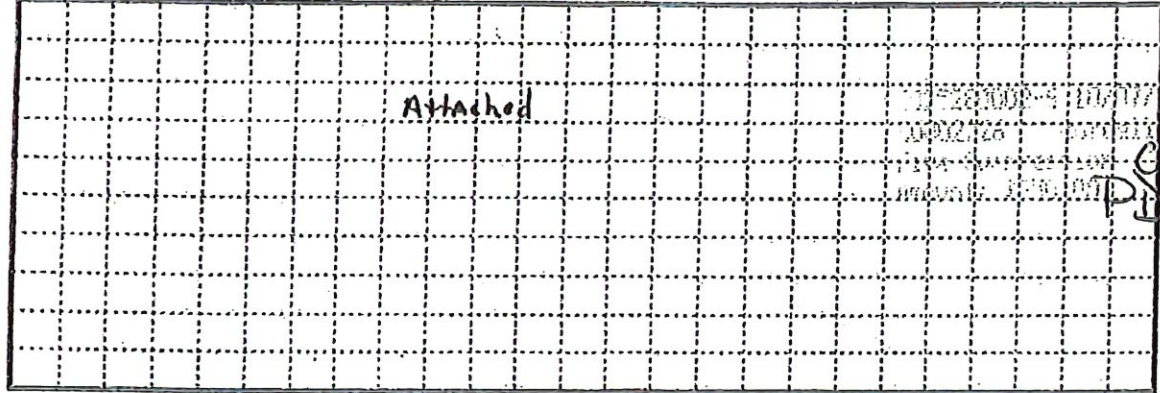
Closest point from well to sources of contamination: Septic Tank: _____ ft. Disposal Field: 175 ft.
Sewer Line: _____ ft. Grinder Pump: _____ ft. Other (_____) _____ ft.

Proposed use of well: Private Type I Type II Type III Other Fire Suppression

THE UNDERSIGNED ACKNOWLEDGES THEY WILL DELIVER A WELL EDUCATION PACKET TO THE WELL OWNER
SIGNED: [Signature] DATE: 9-25-25 PHONE: 248-627-2016

(Application will be returned if not signed)

- LOCATE NEIGHBORING AND PROPOSED WELL AND SEPTIC TANK/FIELD ON GRAPH BELOW.
- DRAW UTILITY LINES ON PROPERTY.
- INDICATE DIRECTION NORTH.
- NAME OF FRONTING ROADS.



SITE EVALUATION DATE: 10/14/25 ENVIRONMENTALIST: JS

WELL PERMIT

PERMIT: APPROVED DENIED HOLD
 ENVIRONMENTALIST: Jerry Jacobs, PEHS DATE: 11/7/2026

- Call for grout inspection when work begins.
- Required isolation distances must be verified by the installer.
- Call for final inspection upon completion of the well
- Submit well log or plugging record within 60 days of well completion.

SPECIAL CONDITIONS/WELL DEPTH REQUIREMENT: Maintain 50 ft to Septic tank/Drainfield. Maintain 50 ft to Storm Sewers. Operate and maintain in a manner to prevent Cross-Connections and Contamination of the Water supply. Owner may be required to comply with applicable laws, regulations, ordinances and codes

- This well permit does not ensure approval of a sewage disposal permit. A well installation may reduce or eliminate an approved sewage disposal area resulting in denial of an application for a sewage disposal permit.
- Installation must comply with Michigan Water Well Construction and Pump Installation Code, Part 127 Act 388 of the Public Acts of 1976, as amended, and rules and Act 399 of 1976 as amended and Administrative Rules.

THIS PERMIT IS VOID TWO (2) YEARS FROM DATE OF ISSUE

OFFICE ONLY Distribution: Original - File Copy - Owner/Applicant Copy - Township Copy - Septic

DATE ISSUED: _____
CORRESPONDING SEPTIC PERMIT #: _____
PERMIT: _____

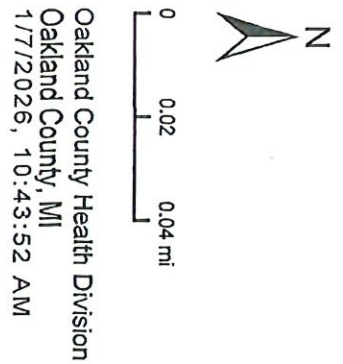
DATE ISSUED: _____
TOWNSHIP: _____

128822

SEP 25 2025

12500 DIXIE HWY HOLLY 0112476002 sketch fire suppression

- Legend**
- █ OC Water Area (EH)
 - Well - Applicant**
 - Proposed Well
 - GPS Well
 - GPS Septic Tanks**
 - Septic Lid
 - Pump Chamber Lid
 - GPS Field Notes
 - ◀▶ Dimension Line - Site
 - OC Tax Parcel
 - OC FEMA Floodplains (EH)
 - A





Memorandum

TO: Holly Township
Planning Commission
102 Civic Drive
Holly Michigan 48442

FROM: Jacob VanBoxel, MSA
Alexis Farrell-Rodriguez, AICP, NCI

SUBJECT: Proposed Amendments to Section 32-235

DATE: May 6, 2026

The following language for consideration by the Planning Commission is proposed to amend the site plan review procedures to allow for ample time between submission of a complete application and review by the Planning Commission at meetings. Currently, the ordinance states that complete applications submitted at least 21 days in advance of the next regular meeting can be submitted to the Commission for review. This timing is shorter than is typical, and does not provide enough time to for staff and consultant review. Most importantly, it does not provide sufficient time to publish a public hearing notice when required (notices must be *published* 15 days in advance, which must be sent to the newspaper often 7-10 days before that, stretching beyond the 21 day window). Therefore, even if the 21 day threshold is met, often reviews that require a hearing must still wait another month. We propose revising language to be more clear and provide sufficient time to be best suited to the Township's needs.

Section 32-235. - Planning commission review procedures.

(a) Submission of site plan; requirements for acceptance. All site plans shall be submitted to the zoning administrator at least 248 days prior to the next regularly scheduled meeting of the planning commission **at which review is requested** and must contain the following to be accepted:

Should the Commission be in agreement with this recommendation, we suggest scheduling a public hearing to discuss these modifications for the next regularly scheduled meeting. We recommend you hold the public hearing, consider these proposed modifications with any updates you find appropriate, and recommend this update to the Township Board. If you have any questions regarding this, please do not hesitate to contact us. Thank you.

Sincerely,

McKENNA

Jacob VanBoxel, MSA
Principal Planner

Alexis Farrell-Rodriguez, AICP, NCI
Senior Planner

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

O 248.596.0920
F 248.596.0930
MCKA.COM



Memorandum

TO: Holly Township
Planning Commission
102 Civic Drive
Holly Michigan 48442

FROM: Jacob VanBoxel, MSA
Alexis Farrell-Rodriguez, AICP, NCI

SUBJECT: Proposed Amendments to Section 32-423

DATE: May 6, 2026

The following language for consideration by the Planning Commission is proposed to amend the off-street parking requirements to allow for appropriate flexibility in the standards. Currently, there are minimum spaces laid out in a table in Section 32-424 based on calculations. This section will be updated and audited in detail in conjunction with the overall Zoning Ordinance update. In the interim, we propose revising language to allow for the Planning Commission to waiver and modify these requirements as appropriate.

We propose the following additions in red:

Section 32-423. - Off-street parking requirements.

- a) Generally. The amount of required off-street parking spaces for new uses or buildings, additions thereto, and additions to existing buildings shall be determined in accordance with the schedule set forth in section 32-424. Parking requirements listed in Section 10.4 shall not include off-street stacking spaces for drive-through facilities set forth in section 32-427.
- b) Similar uses and requirements. When a use is not specifically mentioned, the requirements of off-street parking for a similar use shall apply.
- c) Collective provisions. Nothing in this section shall be construed to prevent collective provisions of off-street parking facilities for two or more buildings or uses, provided such facilities collectively shall not be less than the sum of the requirements for the various individual uses computed separately in accordance with section 32-424. **However, the planning commission may reduce the total number of spaces by up to 25 percent upon making the determination that the parking demands of the uses being served do not overlap.**
- d) **The planning commission may modify the numerical requirements for off-street parking, based on evidence that another standard would be more reasonable, because of the level of current or future employment and/or level of current or future customer traffic.**

Should the Commission be in agreement with this recommendation, we suggest scheduling a public hearing to discuss these modifications for the next regularly scheduled meeting. We recommend you hold the public hearing, consider these proposed modifications with any updates you find appropriate, and recommend this update to the Township Board.

If you have any questions regarding this, please do not hesitate to contact us. Thank you.

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

○ 248.596.0920
F 248.596.0930
MCKA.COM



Sincerely,

McKENNA

Jacob VanBoxel, MSA
Principal Planner

Alexis Farrell-Rodriguez, AICP, NCI
Senior Planner



Memorandum

TO: Holly Township
Planning Commission
102 Civic Drive
Holly Michigan 48442

FROM: Jacob VanBoxel, MSA
Alexis Farrell-Rodriguez, AICP, NCI
Paige Smith, NCI

SUBJECT: Defining Plant Nurseries and Greenhouses

DATE: June 2, 2026

Dear Planning Commissioners,

Given a recent influx of inquiries regarding the definition of nurseries as a regulated use within the Agricultural Residential (AGRE) District, we are seeking to amend the Zoning Ordinance, prior to the comprehensive update underway, to address this. The following is a set of defining characteristics and development criteria for your consideration.

The general intent of the AGRE District is to support land uses that protect natural resources and amenities, encourage agricultural production, and encourage the development of the township's recreational and rural residential potential. Further, as it is currently written, *Agriculture, including general farming, the raising of livestock and poultry, fruit orchards, sod farming, nurseries and greenhouses, and the customary farm buildings* are permitted uses within the AGRE District. While nurseries are not defined explicitly in this Ordinance, the uses grouped with nurseries and greenhouses involve the production of an agricultural good, which we use as the basis for generating the proposed definition.

Section 32-169, Agricultural Tourism, conveys a similar sentiment. These provisions aim to *promote and maintain local farming*. These goals are essential to forming a definition for nurseries and greenhouses that supports a farmer's right to grow, and sell crops on site, without inadvertently permitting more intensive commercial retail operations in the AGRE District.

Defining nurseries lends itself to ease of Ordinance interpretation and administration, while maintaining the goals of the Township's guiding texts and adopted regulations. We offer our proposed definition of nurseries and greenhouses, with regulating criteria, and welcome questions and further discussion with Township officials and the Planning Commission.

Sincerely,

McKENNA

Jacob VanBoxel, MSA
Principal Planner

Alexis Farrell-Rodriguez, AICP, NCI
Senior Planner

Paige Smith, NCI
Assistant Planner

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
F 248.596.0930
MCKA.COM



PROPOSED AMENDMENTS

The following use standards are intended for incorporation under Article IV, Supplementary Regulations. Currently "Outdoor sales, such as new and used car sales, nurseries and garden sales, and building material, subject to the provisions of section 32-153" is permitted in the C-2 General Commercial District as a special use. Therefore, the use would be permitted in both C-2 and AGRE. Thus, we propose the following change to Section 153 to make clear the distinction that nurseries in AGRE must be a incidental to active agricultural activities on a property, versus what we note as a "nursery dealer", which is higher intensity and associated with more commercial traits.

We proposed amending Section 32-6 to include the following:

Section 32-6. – Definitions

Farm building means any building or structure other than a dwelling, which is constructed, maintained, and used on a farm, and which is essential and customarily used for agricultural operations carried on that type of farm.

Nursery / Greenhouse means a space, building, and/or structure, or combination thereof, where live trees, shrubs, and other plants used for gardening and landscaping are propagated, stored, and/or offered for sale on the premises, but not including any space, building, or structure used principally for the sale of fruits, vegetables, or Christmas trees.

Nursery / Greenhouse means a building, structure, or land area used for the propagation, cultivation, and maintenance of live trees, shrubs, flowers, and other plants for gardening or landscaping purposes, including greenhouses and outdoor growing areas, where such plants are primarily grown on-site.

This definition shall not include establishments primarily engaged in the retail sale of plants, fruits, vegetables, or seasonal products, including Christmas trees, that are not grown on the premises.

Nursery dealer means a person or entity that is not a grower or an original producer of nursery stock in this state, that acquires, by purchase or otherwise nursery stock for the purpose of reselling or reshipping independently of the control of any nursery grower or nursery dealer, or that is engaged with a nursery grower or nursery dealer in handling nursery stock on a consignment basis.

Further, the proposed addition is in red below to Section 153:

Section 32-153. - Outdoor sales lots.

Outdoor sales for automobiles, trucks, trailers, boats, mobile homes, nurseries and garden sales, building material, and similar uses shall be subject to the following provisions:

- (1) All outdoor lighting shall be shielded from projecting onto or into an adjoining residential district and shall not interfere with driver visibility on a public right-of-way.
- (2) There shall be no strings of flags, pennants or bare light bulbs permitted.
- (3) No vehicles or merchandise for sale shall be displayed within any required front yard setback.
- (4) There shall be no broadcast of continuous music or announcements over any loudspeaker or public address system.



(5) For nurseries, greenhouses, and other similar uses, the following shall also apply:

- a. Plant storage and display areas shall comply with the minimum setback requirements for the district in which the nursery is located.
- b. The storage of soil, fertilizer, and similar loosely packaged materials shall be contained and covered to prevent it from blowing onto adjacent properties.
- c. Nurseries, greenhouses, and other similar uses within the AGRE District must grow goods and materials offered for sale on-site.
- d. Nurseries and greenhouses within the AGRE District shall be located on a parcel of not less than ten (10) acres.

PROPOSED AGRE PERMITTED USE REVISION

To support compliance with the standards outlined above, and the existing development criteria for outdoor sale lots, we recommend the following inclusion in the description of permitted uses within the AGRE district. The proposed addition is **in red** below:

Agriculture, including general farming, the raising of livestock and poultry, fruit orchards, sod farming, nurseries and greenhouses **subject to the provisions of section 32-153**, and the customary farm buildings; ~~subject to the provisions of [section 32-145](#)*~~. Slaughterhouses and intensive livestock operations shall not be a permitted use in the AGRE district.

**The struck through text is a reference to a reserved Ordinance section that is no longer active.*



Memorandum

TO: Planning Commission
Holly Township
102 Civic Drive
Holly Michigan 48442

FROM: Jacob VanBoxel, MSA, Principal Planner
Alexis Farrell-Rodriguez, AICP, NCI, Senior Planner

SUBJECT: Data Centers - Draft Amendment

DATE: May 6, 2026

While data centers have existed for several decades, widespread smart phone usage, recent advancements in artificial intelligence and the increased popularity of cryptocurrency have resulted in a need for larger and more intensive facilities to house the servers and other hardware that powers the internet.

Michigan has been targeted as a location for large scale data centers due to its abundant fresh water, lack of natural disasters, temperate summers, and recent changes in state law which provide the opportunity for new tax incentives. Site selection professionals tend to look for communities that have both available land and infrastructure. Since Holly fits that description, it is possible – even likely- that the Township will get a request for a large-scale data center. Most importantly, data centers are listed as permitted uses in several zoning districts by-right and have been since 1992. The current regulations on data centers in Holly’s Zoning Ordinance are outdated and sparse, and do not appropriately address the impacts of how the use has evolved.

At the February 18, 2026 Board of Trustees meeting, a resolution was passed to enact a moratorium on this use and provide time for the Planning Commission to consider and propose amendment language. The purpose of this memo is to lay out some of the major policy decisions that will have to be made as the Township develops an ordinance and presents draft amendment language for your consideration. The intent of this draft amendment is to regulate this emerging land use in an appropriate manner that will protect the public health, safety, and welfare.

WHY UPDATE THE ZONING ORDINANCE?

Currently, there are no supplemental or use-specific standards in the Township Zoning Ordinance that discuss data centers. This could create a difficult situation for Township leaders if a data center was to file a zoning application, because typical site plan approval procedures are intended for uses that directly support the intent of the district without needing additional scrutiny or discretion by the Township, like special uses do.

The Township cannot simply ban data centers, as this would lead to legal vulnerabilities. The Township Attorney can provide additional details on this topic. In lieu of a complete ban, an ordinance amendment can manage impacts and create restrictions on aspects of the use such as location restrictions, buffering requirements, caps on the size, water usage, etc. in order to ensure that a data center meeting ordinance requirements will be harmonious within the Township.

HEADQUARTERS

235 East Main Street
Suite 105
Northville, Michigan 48167

☎ 248.596.0920
☎ 248.596.0930
MCKA.COM



TYPES OF DATA CENTERS

To provide some additional context on the use, we have at a high-level summarized some key characteristics of this use. Data centers exist at many scales, from a server in a closet in an office building, to a small building in an industrial park, to a multi-hundred-acre campus with millions of square feet of floor space.

The smallest types of data centers generally fly under the radar of zoning, though in order to regulate larger facilities, the smallest ones will likely need to be defined and specifically allowed as accessory uses. The following are not necessarily finite definitions, as the technology related to the use is rapidly changing. However, data centers are typically “measured” in scale and potential impact based on the amount of electricity (in megawatts) they require to operate. The following is an example of how centers could be classified by energy usage (*for context, the state of Michigan’s total capacity in MW for the year 2024 was 32,000 MW*):

- **Accessory Data Center:** A data center that is not the principal use of the property, and has a maximum energy need below 5 MW.
- **Small Data Center:** A data center that is the principal use of the property, and has a maximum energy need below 5 MW.
- **Medium Data Center:** A data center that is the principal use of the property, and has a maximum energy need between 5 MW and 100 MW.
- **Hyperscale Data Center:** A data center that is the principal use of the property, and has a maximum energy need over 100 MW.

LAND USE CONSIDERATIONS

Data centers are somewhat unusual in their land use impacts, and thus need specialized zoning regulations. Following are the key considerations when evaluating a data center:

- **Energy.** Data centers use a very high amount of energy, especially the hyperscale facilities. While townships do not have direct control over energy usage, sources, and transmission, they can require third party approvals prior to zoning approval. Additionally, they can require data centers to be located near transmission infrastructure.
- **Water.** Servers generate heat and the facilities need to be cooled. While numerous methods of keeping the servers cool are being developed, one of the most common involves large amounts of water being continuously pumped through the facility. This can put a strain on water system capacity. Many communities are requiring medium- and large-scale data centers to be located on public water systems to prevent groundwater depletion. In Holly, this creates added complexity because the Township is served by external water and sewer authorities in some cases.
- **Noise.** Large data centers can produce noise that can be audible from nearby properties and can even cause significant negative impacts depending on the circumstances. Noise mitigation through setbacks, building design, and landscaping can be required, as can direct noise regulations.
- **Public Safety.** Modern data centers do not require a large number of employees to run (particularly in terms of floor area to employee ratios). Even hyperscale data centers tend to have only a handful of



employees. Combined with the large amount of expensive electronic equipment, this creates safety and security concerns. Zoning regulations can require steps be taken to ensure the facility is secure, and that local emergency personnel have the resources and equipment needed to respond to problems at the facility.

- **Building Re-Use / Decommissioning.** While small and medium data centers can locate in buildings that can easily be re-used for other purposes, large/hyperscale data centers have much larger footprint buildings with limited facilities for human habitation (such as restrooms). This makes them difficult to convert into offices, factories, or other uses that might be appropriate if and when the data centers ceases operation. Some communities are requiring data center buildings to be constructed so that they can easily be reused for other purposes.
- **Land Use Opportunity Cost.** While small and medium data centers can frequently be located within existing business and industrial districts, large/hyperscale facilities can require over 100 acres of contiguous land. Dedicating that much land to a data center means those acres cannot be farmed, mined, or used for housing or businesses. All land use decisions involve opportunity cost, but the scale of the land involved in hyperscale data centers makes the decision to locate one more impactful than most land uses.

DRAFT AMENDMENT LANGUAGE

The following is proposed as draft amendments to the Holly Township Zoning Ordinance as it stands today. Given there is a broader ordinance update project occurring at this time, some sections and minor detail may be modified as part of that future update. Unless ~~stricken~~, the following are proposed as additions to existing sections of the ordinance.

Article I. – In General, Section 32-6. – Definitions

- A) **DATA CENTER.** A facility consisting of one or more buildings used primarily for the storage, management, processing, and transmission of digital data, and which houses computer or network equipment, systems, servers, appliances, and other associated components related to digital data operations. Such facilities may also include air handlers, power generators, water cooling and storage facilities, utility sub-stations, and other associated utility infrastructure to support operations.
- B) **DATA CENTER SUB-STATION.** A high-voltage electric system facility used to switch generators, equipment, and circuits or lines in and out of a system, change AC voltages from one level to another, or change alternating current to direct current or direct current to alternating current. Data center sub-stations may only be constructed in conjunction with a data center facility.

Article III. – Zoning District Regulations

Section 32-101. - Office service district (OS).

(b) Permitted uses. The following shall be permitted uses in the office service district:



~~(14) Data processing and computer centers including the servicing and maintenance of electronic data processing equipment.~~

Section 32-102. - Limited industrial district (LI).

(b) Permitted uses. The following shall be permitted uses in the limited industrial district:

~~(1) Data processing and computer centers, including sales, service and maintenance of data processing equipment.~~

(c) Special uses. The following are special uses in the limited industrial district:

(14) Data centers.

Section 32-103. - General industrial district (GI).

(c) Special uses. The following are special uses in the limited industrial district:

(8) Data centers.

Article IV. - Supplementary Regulations, Section 32-XX. – Data Centers.

1. **Purpose and Intent.** The purpose of this section is to establish reasonable standards for the placement, design, and operation of data centers within the Township. Data centers require significant utility infrastructure, high levels of security, and specialized building features that may create unique land-use impacts. These regulations are intended to:
 - A) Ensure compatibility with surrounding land uses;
 - B) Protect public health, safety, and welfare;
 - C) Manage impacts related to noise, air quality, water quality, hazardous waste, lighting, and utility demand.
2. **Submittal Requirements.** In addition to the site plan submittal requirements specified in Section 32-234 and the special land use submittal requirements in Section 32-33, any applications for data centers must also be provided with:
 - A) An Environmental Impact Statement in accordance with Section 32-XX.
 - B) Written verification from electric and water (if applicable) utilities that adequate capacity is available.
 - C) A sound study in accordance with subsection (5) (A) of this section.
 - D) A vibration impact study in accordance with subsection (5) (B) of this section.
 - E) A hazardous waste plan in accordance with subsection (5) (C) of this section.
 - F) A written plan for maintaining the subject property, including a plan for maintaining and inspecting drain tiles (See subsection (5) (D) of this section) and addressing stormwater management, which is subject to County Drain Commission and Township review and approval.
 - G) A water feasibility study in accordance with subsection (5) (E) of this section.



- H) An operations agreement setting forth the parameters of the operation, the name and contact information of the operator, the inspection protocol, emergency procedures, and general safety documentation.
- I) A decommissioning and land reclamation plan in accordance with subsection (12) of this section.
- J) A deposit for an escrow account in an amount set by resolution or fee schedule approved by the Township Board. The escrow account is used to cover all costs and expenses associated with the review process, which costs can include, but are not limited to, review fees of the Township Attorney, Township Planner, and Township Engineer, as well as any reports or studies which the Township anticipates will be required during the review process for the application. At any point during the review process, the Township may require that the applicant place additional monies into escrow with the Township if the existing escrowed funds on account with the Township will be insufficient, in the determination of the Township, to cover any remaining costs or expenses associated with the review process. If additional funds are required by the Township to be placed in escrow and the applicant refuses to do so within fourteen (14) days after receiving notice, the Township will cease the review process until and unless the applicant makes the required escrow deposit. Any escrow amounts in excess of actual cost will be returned to the applicant.
- K) A plan for resolving complaints from the public or other property owners concerning the construction and operation of the data center, which is subject to the Township's review and approval.
- L) A fire protection plan that satisfies the North Oakland County Fire Authority (N.O.C.F.A.), which at a minimum identifies the fire risks associated with the data center; describes the fire suppression system that will be implemented; describes what measures will be used to reduce the risk of fires re-igniting (i.e., implementing a "fire watch"); identifies the water sources that will be available for the local fire department to protect adjacent properties; identifies a system for continuous monitoring, early detection sensors, and appropriate venting; and explains all other measures that will be implemented to prevent, detect, control, and suppress fires and explosions.
- M) A transportation plan for construction and operation phases, including any applicable agreements with the Road Commission for Oakland County and Michigan Department of Transportation, which is subject to the Township's review and approval.
- N) An attestation that the applicant/operator will indemnify and hold the Township harmless from any costs or liability arising from the approval, installation, construction, maintenance, use, repair, or removal of the data center, which is subject to the Township's review and approval.
- O) Proof of environmental compliance, including compliance with Part 31, Water Resources Protection, of the Natural Resources and Environmental Protection Act; (MCL 324.3101 et. seq.; Part 91, Soil Erosion and Sedimentation Control (MCL 324.9101 et. seq.) and any corresponding County ordinances; Part 301, Inland Lakes and Streams, (MCL 324.30101 et. seq.); Part 303, Wetlands (MCL 324.30301 et. seq.); Part 365, Endangered Species Protection (MCL324.36501 et. seq.); and any other applicable laws and rules in force at the time the Township considers the application.
- P) Any additional information or documentation requested by the Planning Commission, Township Board, or other reviewing entity. The aforementioned requirement may require additional entity approvals through local law and ordinance, the State of Michigan, the County of Oakland, and federal approval. The Township may hire subject matter experts to determine if such approvals have been met. All



requirements, inspections, and reviews shall be paid for by the applicant; said review cost may include Township attorney fees.

3. Site Design Standards

- A) **Setbacks.** Data center structures must be provided with a five-hundred (500) foot setback from all adjacent property lines and right-of-ways.
- B) **Screening.** All buildings, ground level mechanical and electrical equipment, power generators, water cooling and storage facilities, utility sub-stations, and other associated utility infrastructure shall be completely screened from view from road rights-of-way and adjacent parcels by use of a berm and greenbelt buffer.
 - 1) The minimum height of the berm shall be ten (10) feet.
 - 2) The berm shall be improved with a greenbelt buffer consisting of a mixture of trees, including deciduous and evergreen trees, shrubs, and natural grasses in accordance with Section 32-192.
 - a) If forest or hedgerows exist where screening or buffering is required, it must be preserved to the maximum extent practicable and supplemented with new plantings where necessary to provide the desired screening or buffering.
 - b) The developer shall provide a written statement from a certified arborist or landscape architect to confirm an expectation that the plantings achieve an opacity at full foliage of eighty percent (80%) within five (5) years after planting and that plant spacing is appropriate to support a healthy screen at plant maturity.
 - c) A break in, and/or tapering of berms may occur at vehicular access points subject to the approved site plan. Where a vehicular access point is located across the street from any portion of a residential district or residential use, the vehicular access drive path shall be designed to screen the view of structures and parking areas that are visible from the residential district or residential use.
 - d) Screening and buffering must be installed as early in the development process as possible. Landscaping shall be maintained for the life of the project. Final approvals will not be granted if screening and buffering requirements are not installed in accordance with the approved site plan.
- C) **Pedestrian and Bicycle Facilities.** Pathways must be provided and designed as required in accordance with Section 14-253.
- D) **Fencing.** Any fencing proposed with a data center must comply with Section 32-138. Any fencing proposed must be located as close as possible to the facility to ensure that any natural wildlife corridors are maintained to the maximum extent possible.
- E) **Lighting.** The Planning Commission may require more restrictive lighting standards than prescribed in Section 32-197 where deemed appropriate by the Planning Commission.

- 4. **Performance standards.** These performance standards for data centers are intended to mitigate potential detrimental effects on adjacent properties. All applications for site plan approval must be accompanied by a registered engineer's certification that the use complies with all of the performance standards. If, after occupancy of the structures, continuous or frequent (even if intermittent) violations of the performance



standards occur, and after notice is given, bona fide and immediate corrective work is not performed which successfully prevents the violation(s) from reoccurring, the Building Official or their designated representative may suspend or revoke the Certificate of Occupancy. The Certificate of Occupancy will be reinstated after the operator demonstrates to the Building Official's satisfaction that operation of the facilities is able to conform to these requirements. In addition to gaining compliance with Section 32-34 and Article V of Chapter 32, the applicant must also demonstrate compliance with the following:

- A) **Noise.** All applications must include a sound study that is prepared by a qualified engineer with experience in environmental acoustics. The purpose of the detailed study is to assess the impact of all noise sources and determine the appropriate layout, design, and control measures. The study must include:
- 1) Name and qualifications of the person(s) who measured the decibel levels.
 - 2) Equipment used.
 - 3) Location of the noise measurements depicted on a scaled site plan. The points of measurement shall be at all property lines and generally at the points on those property lines most susceptible to noise from the applicable equipment.
 - 4) List of all air handlers, generators, and other mechanical devices that are included in the sound evaluation, including manufacturers specifications.
 - 5) Time and duration of measurements.
 - 6) Predicted decibel levels measured at each property line for three scenarios:
 - a) All mechanical and electrical equipment required for normal operation at 100% load.
 - b) Generator testing and maintenance.
 - c) Emergency scenario with all generators, mechanical equipment, and electrical equipment operating at 100%.
 - 7) When multiple buildings are proposed on the site plan application, the study must include sound levels for each phase of building construction to ensure that the sound levels are met during all phases of buildout.
 - 8) Summary of the results and recommended control measures.
 - 9) A statement attesting to the accuracy of the information provided and a guarantee that the project proponent will not run their equipment at a more intense or noisier state than when they made the measurements.

Within six (6) months of the date of occupancy of any completed data center development, and biennially thereafter, actual sound levels for scenarios listed under subsection (5) (A) (6) above must be measured by a qualified engineer with experience in environmental acoustics and a final sound level report must be submitted to the Township for review and approval. If actual sound levels exceed the maximum sound pressure levels listed in Section 32-166, corrective actions must be completed no later than ninety (90) days from the date of the submission of the report.



- B) **Vibration.** Ground mounted mechanical equipment shall be mounted on a vibration dampening platform or other suitable device to decouple the equipment from transferring vibration to the ground. No vibration may be produced which is transmitted through the ground and is discernible without the aid of instruments at any point beyond the property line; nor may any vibration produce a particle velocity of two (2) inches per second measured at or beyond the property line. All applications must include a vibration impact study that is prepared by a qualified individual with experience in vibration analysis.

Within six (6) months of the date of occupancy of any completed data center facility, and biennially thereafter, actual vibration levels must be measured by a qualified individual and a vibration report must be submitted to the Township for review and approval. If vibration levels exceed the maximum listed, corrective action must be taken as soon as reasonably possible but no later than ninety (90) days from the date of the submission of the report.

- C) **Hazardous Waste Plan.** All storage and/or processing of hazardous materials and waste shall comply in all respects with state and federal law and regulations and the requirements of the Michigan Department of Environment, Great Lakes and Energy and any other applicable agency. Storage and/or processing of hazardous materials and waste shall not commence until all necessary permits have been obtained and copies of such permits have been provided to the Township. Any changes to the operation of the facility that affects hazardous waste material must be approved by the Township.

Prior to operating, the applicant/operator shall submit a Hazardous Waste Plan for review by the Township and Fire Department. The applicant/operator shall describe the nature of the storage and processing of hazardous materials and waste. At a minimum, the Hazardous Waste Plan shall contain:

- 1) A hazardous materials inventory (batteries, fuels, coolants, etc.).
 - 2) A detailed description of any proposed cooling systems, including water usage, emissions, and wastewater discharge.
 - 3) Proposed safety measures and protocols to prevent the spread of hazardous materials outside of designated containment areas.
 - 4) Procedures in the event that hazardous materials or waste are released and have the potential to damage persons, property or the environment.
 - 5) Verification that all electronic waste generated by the operation will be handled by a licensed electronic waste recycling firm.
- D) **Drain Tile Inspections.** The operator must inspect all drain tiles at least once every three (3) years using a robotic camera, with the first inspection occurring before the data center is in operation. The operator must submit proof of the inspection to the Township. The operator must repair any damage or failure of the drain tile within sixty (60) days after discovery and submit proof of the repair to the Township. The Township is entitled, but not required, to have a representative present at each inspection or to conduct an independent inspection.
- E) **Water Feasibility Study.** Every application for a data center requires a water feasibility study. At a minimum, the water feasibility study shall include:
- 1) A description of the proposed plan to obtain water required for the data center, including whether the water would be taken from groundwater or surface water, whether private or public utilities are



proposed, and indicating the volume of water required. The description shall specify if non-potable or recycled water is proposed to be used.

- 2) An analysis identifying the impact on private utility systems located on adjacent or nearby properties up to one (1) mile away from the proposed data center.
- 3) If water is proposed to be from public sources, the applicant shall demonstrate that the public source has the capacity to provide water for the proposed data center or if infrastructure or facilities improvements would be required.
- 4) If water is proposed to be from private sources, the applicant must also include:
 - a) Calculations of the projected water needs of the data center during normal operations and at peak operations.
 - b) A geologic map of the area with a radius of at least one (1) mile from the property.
 - c) The location of all existing and proposed wells within one (1) mile of the site, with a notation of the capacity of all high-yield wells.
 - d) A determination of the long-term safe yield of groundwater based on the geologic formation(s) underlying the site.
 - e) A determination of the effects of the proposed water supply system and water discharge system on the quantity and quality of water in nearby wells and bodies of water.
 - f) A statement of the qualifications and the signature(s) of the person(s) preparing the study.
 - g) The applicant shall provide an analysis of the impact of stormwater discharged from the proposed data center and the impact on groundwater, surface water or other water sources.
 - h) An annual report documenting total, seasonal, and peak water volumes used over the preceding year, together with an updated determination of the long term safe yield of groundwater based on the geologic formations underlying the site. The report shall include an evaluation of groundwater drawdown, recovery, and cumulative impacts from existing and proposed withdrawals; potential effects on nearby wells, and the quantity, quality, and temperature of groundwater and any discharged water. The report shall also document groundwater monitoring results, assess compliance with applicable water quality standards, and identify any adaptive management measures necessary to prevent adverse impacts to local water resources.
 - i) The applicant shall also provide information regarding any review(s) conducted by the Michigan Department of Environment, Great Lakes and Energy.

F) **Electrical or Magnetic Fields.** Electric fields and magnetic fields shall not be created that adversely affect the public health, safety, and welfare, including but not limited to interference with the normal operation of equipment or instruments or normal radio, telephone, or television reception from off the premises where the activity is conducted.

5. **Generators.** Any generators used in conjunction with a data center must be located within an enclosed building with necessary ventilation to reduce impacts of noise and emissions to surrounding areas. Additionally, generators must comply with the following standards:



- A) Generators must meet or exceed Tier 4 or equivalent emission standards as defined by the United States Environmental Protection Agency (EPA).
 - B) Unless backup generators are supplying backup electrical supply during a power outage, backup generators may operate between the hours of 9:00 am and 5:00 pm, Monday through Friday, excluding holidays. Curtailment of power supply or voluntary shutdown of power is not considered to be a power outage.
 - C) Generator testing shall be limited to 9:00 a.m. to 5:00 p.m., Monday through Friday. Only one (1) generator per building, or the minimum number necessary to meet operational standards, may be tested at a time and for a period not to exceed sixty (60) minutes, unless federal or state law, rule or regulation, or utility company restrictions prevent testing during such time.
6. **Fuel Storage Tanks.** Any fuel storage tanks used in conjunction with a data center must comply with the following standards:
- A) For the purposes of this section, fuel storage includes the storage of all petroleum bases fuels, natural gas liquids, biofuels, and liquids derived from other hydrocarbon sources.
 - B) On-site fuel storage shall comply with all state and local fire codes.
 - C) The storage tank shall be placed above ground with a capacity not to exceed Twenty-thousand (20,000) gallons.
 - D) Only one (1) storage tank is permitted per data center building.
 - E) The storage tank shall be located a minimum of one-hundred (100) feet from a well.
 - F) The storage tank shall be governed by the International Building Code 2021 as amended concerning storage tanks, and the National Fire Protection Association 30, as amended.
 - G) Storage tanks shall have one-hundred-percent (100%) catchment basin, or double-walled containment, and a spill protection overflow alarm.
 - H) The storage tank must have a minimum setback of five-hundred (500) feet from all property lines and right-of-ways.
 - I) Storage tanks must meet all applicable State of Michigan and federal regulations for above ground storage tanks.
7. **Sub-stations.** Any sub-stations used in conjunction with a data center must comply with the following standards:
- A) A data center electric sub-station may only be constructed for the purpose of providing power to a data center facility, and only when a data center facility has received site plan approval from the Planning Commission.
 - B) A data center electric sub-station may be connected to another electrical system within the region. Any expansion of a data center electric sub-station for the purpose of supporting other uses or users must follow the rules, regulations, and procedures applicable to nongovernmental electric sub-station use.
8. **Utilities & Infrastructure.** Prior to receiving site plan approval, the applicant shall provide written verification from electric and water (if applicable) utilities that adequate capacity is available and assurances that the use



will not cause electrical interference or fluctuations in line voltage on and off the operating premises. All power transmission or other lines, wires, or conduits from a data center to any building or other structure must be located underground at a depth that complies with current National Electrical Code standards, except for power switchyards or the area within a sub-station.

9. **Liaison.** Upon request by Township staff after issuance of the Certificate of Occupancy, the operator of a data center must provide a liaison between the hours of 8:00 am and 10:00 pm EST each day to respond to complaints about noise, vibration, glare, and other nuisances emanating from the data center.
 - A) Contact information shall be posted on the Holly Township website.
 - B) Upon operation of the data center, the Township shall notify and provide contact information for the facility liaison to property owners within five-hundred (500) feet of the facility.
10. **Extraordinary Events.** If the data center experiences a failure, fire, leakage of hazardous materials, personal injury, or other extraordinary or catastrophic event, the operator must notify the Township within twenty-four (24) hours after said incident.
11. **Decommissioning.** At the time of an application, a decommissioning and land reclamation plan must be submitted describing the actions to be taken following the abandonment or discontinuation of the data center ensuring proper final reclamation, repairs to roads, and other steps necessary to fully remove the data center and restore the subject parcels, which is subject to the Township's review and approval.
 - A) If a data center is abandoned or otherwise nonoperational for a period of one (1) year, the property owner or the operator must notify the Township and must remove all equipment, hazardous materials, and on-site infrastructure systems within six (6) months after the date the data center is deemed abandoned or nonoperational. Removal requires receipt of a demolition permit from the Building Official and full restoration of the site to the satisfaction of the Township Board. The site must be filled and covered with top soil and restored to a state compatible with the surrounding vegetation. The requirements of this subsection also apply to a data center that is never fully completed or operational if construction has been halted for a period of one (1) year.
 - B) To ensure proper decommissioning of a data center, the applicant/operator must post financial security in accordance with Section 14-175 in an amount equal to one-hundred-and-twenty-five-percent (125%) of the total estimated cost of decommissioning, code enforcement, and reclamation, which cost estimate must be approved by the Township. This financial security must be posted prior to the issuance of building permits. The project shall not commence until such financial security is provided.
 - C) The operator and the Township will review the amount of the financial security every two (2) years to ensure that the amount remains adequate. In the event the amount is found to be inadequate, the operator shall update their plan and provide the Township with the amount necessary to make the financial security adequate within thirty (30) days of notice from the Township of the inadequacy.

Article V. - Environmental Regulations, Section 32-XX. – Impact Assessments

- A. *Intent.* The purpose of an impact assessment is to assess the developmental, ecological, social, economic, and physical impact from a proposed development on and surrounding the development site, and to determine if a proposed use will be in compliance with the site development and performance standards set forth in Article IV where required, the impact assessment shall, at minimum, assess the following:



- 1) Water, noise and air pollution associated with the proposed use.
- 2) Effect of the proposed use on public utilities.
- 3) Historic and archeological significance of the site and adjacent properties.
- 4) Displacement of people and other land uses by the proposed use.
- 5) Alteration of the character of the area by the proposed use.
- 6) Effect of the proposed use on the Township's tax base and adjacent property values.
- 7) Compatibility of the proposed use with existing topography, and topographic alterations required.
- 8) Impact of the proposed use on surface and groundwater.
- 9) Operating characteristics and standards of the proposed use.
- 10) Proposed screening and other visual controls.
- 11) Impact of the proposed use on traffic.
- 12) Impact of the proposed use on flora and fauna.
- 13) Negative short-term and long-term impacts, including duration and frequency of such impacts, and measures proposed to mitigate such impacts.

B. *Information required.* Where required, an impact assessment shall contain the following information:

- a. The name, address and telephone number of:
 - i. All persons with an ownership interest in the land on which the development project will be located together with a description of the nature of each entity's interest (for example, fee owner, optionee, lessee, or land contract vendee).
 - ii. All engineers, attorneys, architects or registered land surveyors associated with the project.
 - iii. The developer or proprietor of the development project.
- b. The legal description of the land on which the development project will be developed together with appropriate tax identification numbers.
- c. The area of the land (in acres) on which the development project will be developed.
- d. An overall conceptual land use plan for the development, drawn to scale. The overall plan shall graphically represent the development concept using maps and illustrations to indicate each type of use, square footage or acreage allocated to each use, and approximate locations of each principal structure and use in the development. The overall plan shall indicate types of residential use; office, commercial, industrial, and other nonresidential uses; each type of open space; community facility and public areas; and other proposed land uses.
- e. The conceptual land use plan shall also show the following information:
 - i. A general location map.
 - ii. The vehicular circulation system planned for the proposed development.



- iii. The location of existing private and public streets adjacent to the proposed development with an indication of how they will connect with the proposed circulation system for the new development.
 - iv. The approximate layout of dwelling units, parking, open space, and recreation/park areas.
 - v. Landscaped screening proposed along the perimeter of the development.
 - f. Approximate number of nonresidential buildings and residential units proposed to be developed on the subject parcel. For residential developments, an analysis shall be provided to determine the number of units that could be developed on the property under conventional zoning.
 - g. Topographic survey and soils inventory based on the Oakland County Soils Survey.
 - h. General locations and approximate dimensions of wetland areas, floodplains, and significant site features such as tree stands, unusual slopes, streams and water drainage areas.
 - i. A description of the proposed sewage treatment and water supply systems. Plans should be sufficiently detailed to demonstrate compliance with Chapter 28 of the Township's General Code.
 - j. Proposed stormwater management and drainage system.
 - k. A map showing existing zoning designations for the subject property and all land within one-quarter mile.
 - l. A map and written explanation of the relationship of the proposed development to the township's master plan for future land use.
 - m. Maps and written analysis of the significant natural, cultural, and geographic features of and near the site. Features which shall be considered include existing vegetation, topography, watercourses, wildlife habitats, streets and rights-of-way, easements, structures and soils.
 - n. An analysis of the traffic impact of the proposed development on existing and proposed streets.
 - o. An analysis of the fiscal impact (costs and revenues) of the proposed development on Holly Township and the school district in which the development is located.
 - p. Documentation that the applicant has sufficient development experience to complete the proposed project in its entirety (e.g., provide a list of developments completed by the applicant in the past ten years, with a description of the project, number of units, and time required to complete).
 - q. A general schedule for completing the development, including the phasing or timing of all proposed public and private improvements.
- C. *Evaluation of the impact assessment.* The planning commission and township board shall consider the criteria listed below in their evaluation of an impact assessment. Failure to comply with any of the criteria shall be sufficient justification to deny approval. The township board and planning commission shall determine that the proposed use:
- 1) Will be harmonious with and in accordance with the general objectives of the master plan.
 - 2) Will be designed, constructed, operated, and maintained in harmony with the existing or future neighboring uses.



- 3) Will not be hazardous or disturbing to existing or future neighboring uses.
 - 4) Will represent a substantial improvement to property in the immediate vicinity and to the community as a whole.
 - 5) Will be served adequately by essential public services and facilities, such as highways, streets, drainage structures, police and fire protection, and refuse disposal, or persons or agencies responsible for the establishment of the proposed use shall be able to provide adequately for such services.
 - 6) Will not create excessive additional requirements at public cost for public facilities and services, and will not be detrimental to the economic welfare of the community.
 - 7) Will not involve uses, activities, processes, materials, equipment, and conditions of operations that will be detrimental to any persons, property, or the general welfare by reason of excessive smoke, fumes, glare, noise, vibration or odors.
- D. *Applicability of other standards and ordinances.* Approval of the impact assessment shall not relieve the project's sponsor from complying with other land development standards of the Zoning Ordinance, or with any other township ordinance, or with any other applicable local, state or federal law or regulation.

BY-LAWS

HOLLY TOWNSHIP PLANNING COMMISSION

Adopted, effective immediately, [Date]

The following by-laws and rules of procedure are hereby adopted by the Holly Township Planning Commission pursuant to the Michigan Planning Enabling Act, Public Act 33 of 2008.

ARTICLE I - TITLE AND PURPOSE

Section 1.1. Title

- A. The name of this Commission shall be the Holly Township Planning Commission. These by-laws are adopted pursuant to the Michigan Planning Enabling Act, 2008 PA 33, as amended, MCL 125.3801 et. seq., and the Michigan Zoning Enabling Act 2006 PA 110, MCL 125.3101 et. seq.

ARTICLE II

PURPOSE

Section 1.2. Purpose and General Statutes, Ordinances, and Rules of Procedure

- A. The Holly Township Planning Commission, hereinafter referred to as "the Commission," and shall be governed by all of the following statutes, ordinances, and rules:
- a. Michigan Public Act of 2008, No. 33 as amended, the Planning Enabling Act
 - b. Michigan Public Act of 2006, No. 110 as amended, the Zoning Enabling Act
 - c. Michigan Public Act of 1846, the Township Act
 - d. Michigan Public Act of 1976, No. 442, as amended, the Freedom of Information Act
 - e. Michigan Public Acts of 1976, No. 267, as amended, the Open Meetings Act
 - f. Chapter 32 of the Holly Township Code of Ordinances, also known as the Zoning Ordinance of Holly Township
 - g. Other codes, ordinances, and regulations of Holly Township.
 - h. Robert's Rules of Order, to the extent reasonably practicable.
 - i. The Rules of the Commission, as set forth herein.
- B. The general purpose of the Holly Township Planning Commission shall be to guide and promote the efficient, coordinated development of this Township in a manner which will best promote the health, safety and general welfare of the Township of Holly.

Section 1.03. Master Plan

- A. The Commission shall prepare, update, revise, amend and supplement a Master Plan pursuant to the Michigan Planning Enabling Act PA 33 of 2008 and Michigan Zoning Enabling Act PA 110 of 2006, as amended from time to time.
- B. As a basis for the Master Plan the Commission shall make inquiries, investigations, and surveys of all the resources of the Township, assemble and analyze data and formulate plans for the proper conservation and use of all resources, including a determination of the extent of proper future needs for the most advantageous designation of lands having various use potentials and for services, facilities, and utilities required to equip those lands.
- C. The Township shall consult with representatives of local units of government, incorporated municipalities within the Township, and regional planning bodies with regard to the Master Plan.

- D. In addition to the Master Plan prepared as a guide for the development of unincorporated portions of the Township, the Commission may, by a majority vote of its members, adopt a sub plan for a geographic area less than the entire unincorporated area of the Township if, because of the unique physical characteristics of that area, more intensive planning is necessary for the purposes set forth in Section 7 of Michigan Planning Enabling Act PA 33 of 2008 (MCLA 125.3807).
- E. The Master Plan shall include maps, plats, charts, descriptive, explanatory, and other related matter and shall show the Commission's recommendations for physical development of the unincorporated area of the Township.
- F. The Commission shall promote public understanding of the Master Plan and shall publish and distribute copies of the Master Plan and of any report, and may employ such other means of publicity and education as it determines necessary.
- G. At least every 5 years after adoption of the Master Plan, the Commission shall review the Master Plan and determine whether to commence the procedure to amend or adopt a new Master Plan.

Section 2.0 Public Works

~~No streets, square, park or other public way, ground or open space, or public building or structure shall be constructed or authorized for construction in an area covered by the Township's Master Plan unless the location, character and extent thereof shall have been submitted to and reviewed by the Commission. The Commission shall communicate its recommendations for the approval or disapproval to the Township Board, which shall have the power to grant a permit for construction with conditions.~~

Section 3.0 Plats

~~The Township Board shall refer plats or other matters related to land development to the Commission before final action thereon by the Township Board and may request the Commission to recommend regulations governing the subdivision of land.~~

Section 4.0 Zoning Ordinance

~~The Commission shall perform those functions set forth in the Zoning Ordinance of Holly Township, which are consistent with the Michigan Planning Enabling Act PA 33 of 2008 and Michigan Zoning Enabling Act PA 110 of 2006, as amended from time to time.~~

ARTICLE III - CREATION

The Planning Commission was created by resolution of the Holly Township Board as authorized by Public Act 168 of 1959, as amended. The Township Board transferred to the Planning Commission all the powers and duties provided to a zoning commission, by resolution, pursuant to the Michigan Zoning Enabling Act, 2006 Public Act 110, as amended.

Section 1-02.1. Appointment of Members

- A. The Commission shall consist of seven (7) **members** who shall be representative of major interests as they exist in the Township, such as agriculture, natural resources, recreation, education, public health, government, commerce, transportation and industry. **These members**, who shall be appointed by the Supervisor, ~~and are~~ subject to the approval by a majority vote of the Township Board. **All members shall serve with compensation.**
- B. The membership shall also be representative of the entire geographic area of the Township, to the extent practicable. Members of the Commission shall be qualified electors of the Township, except one member of the Commission may be an individual who is a qualified elector of **another local unit of government within the Township**, ~~such as a business owner who does not live in the Township.~~
- C. All members of the Commission shall hold no other Township office, except that no more than one such member shall be a member of the Township Board, **and serve as an ex-officio member.**

- D. ~~and~~ One member of the Planning Commission shall also serve on the Zoning Board of Appeals.

Section 2.02. Term

- A. The term of each member shall be three (3) years, except that the term of the Township Board Member shall expire with his or her term on the Township Board.
- B. A member shall hold office until his or her successor is appointed.
- C. All vacancies for unexpired terms shall be filled for the remainder of such term by appointment by the Supervisor, subject to approval by a majority vote of the Township Board.

Section 2.3.0 Delinquency and Removal of Member

- A. Any commission member who is unable to attend a regular or special meeting must notify the Township Supervisor, ~~Chair, or Vice Chair~~ Zoning Administrator or designee of an absence.
- B. ~~The Commission secretary, or acting secretary in the absence of the elected secretary, shall keep attendance records and shall notify the Township Board whenever any member of the Commission is absent from two consecutive regularly scheduled meetings within any fiscal year of their term.~~ Any commission member absent from more than two (2) regular meetings without valid excuse shall be ~~removed~~ reported to the Township Board for replacement, at the discretion of the ~~Commission~~ Township Board, according to provisions of the Michigan Planning Enabling Act PA 33 of 2008, as amended ~~from time to time~~.
- C. Members may be removed by the Township Board of Trustees, after a public hearing, for misfeasance, malfeasance, or nonfeasance written charges by a vote of the Township Board.

Section 2.4.0 Conflict of Interest

- A. The Commission members shall **avoid and** disclose any potential conflict of interest to the Commission.
- B. The member is disqualified from voting on the matter if a conflict of interest ~~exists~~, **is found** by majority vote of the remaining members of the Commission. Failure of a member to disclose a potential conflict of interest constitutes malfeasance in office.
- C. ~~A conflict of interest exists in all of the following instances:~~ **As used here, a conflict of interest shall at a minimum include, but not necessarily be limited to, the following:**
 - a. Issuing, deliberating on, voting on, or reviewing a case concerning the member.
 - b. ~~3.1~~ Issuing, deliberating on, voting on, or reviewing a case concerning a relative or other family member, including a member's spouse, children, stepchildren, grandchildren, parents, siblings, grandparents, parents in-law, ~~grandparents in-law~~, or members of the member's household ~~is involved in any request for which the planning commission is asked to make a decision;~~
 - c. Issuing, deliberating on, voting on, or reviewing a case concerning work on land owned by the member.
 - d. ~~3.2~~ Issuing, deliberating on, voting on, or reviewing a case concerning a ~~The planning commission member who~~ has a business or financial interest in the property involved in the request or has a business or financial interest in the applicant's company, agency, or association;
 - e. ~~3.3~~ Issuing, deliberating on, voting on, or reviewing a case concerning a ~~The planning commission member who~~ owns or has a financial interest in neighboring property. For purposes of this subsection, a neighboring property shall include any property falling within the notification radius for the proposed development, as required by the zoning ordinance or other applicable ordinance; ~~or that is immediately adjacent to land of which a planning commission member has a vested interest.~~
 - f. Issuing, deliberating on, voting on, or reviewing a case which is an action which results in a pecuniary benefit to the member.
 - g. Issuing, deliberating on, voting on, or reviewing a case where the member's employee or employer is:
 - i. an applicant or agent for an applicant; or
 - ii. has a direct interest in the outcome.
 - h. ~~3.4~~ There is a reasonable appearance of a conflict of interest, as determined by the planning commission member declaring such a conflict.
- D. ~~Whether a conflict of interest exists or not shall be determined by a majority vote of the remaining members of the Commission. When a conflict of interest exists, the member of the Commission, or~~

committee, shall do all of the following immediately, upon first knowledge of the case and determining that a conflict exists:

- a. Declare a conflict exists at the next meeting of the Commission;
- b. Cease to participate at the Commission meetings, or in any other manner, or represent oneself before the Commission, its staff, or others; and
- c. During deliberation of the agenda item before the Commission or committee, leave the meeting or remove oneself from the front table where members of the Commission sit, until that agenda item is concluded.

Section 2.5. Ex Parte Contact

- A. Members shall avoid individual contact with applicants about matters pending before the Commission whenever possible.
- B. If an ex parte contact is unavoidable, the member should report the details of the communication to the Commission, so that all members are privy to the same information. ~~take detailed notes on what was said and report out verbally to the Commission at a public meeting or hearing what was said, so that every member and other interested parties are made aware of what was said.~~

Section 2.6. Training

- A. Each member shall have attended at least two hours per year of training in planning and zoning during the member's current term of office. Training shall be provided by one or more of the following:
 - a. Planning Department staff, or their agents and consultants
 - b. Michigan Association of Planning
 - c. American Planning Association
 - d. Michigan State University Extension
 - e. Michigan Townships Association
 - f. Michigan Municipal League
 - g. Michigan Downtowns Association
 - h. Michigan Association of Counties
 - i. Continuing education programs of Michigan State University, University of Michigan, Northern Michigan University, Central Michigan University, Wayne State University
 - j. Another organization as approved by the Township Zoning Administrator

ARTICLE IIIV - OFFICERS

Section 3.1 Officer Duties

- A. The Commission shall elect by a majority vote of its membership a Chairperson, Vice-Chairperson and Secretary **at the first meeting of January, annually, or as otherwise determined necessary by the Commission.** The term of each office shall be one (1) year. An officer may be re-elected to his or her office.
- B. The Chairperson shall preside at all public meetings of the Commission, appoint such committees as shall from time to time be deemed necessary; and perform such duties as may be delegated by the Commission. He **or she** shall have a vote on all **matters before** ~~resolutions~~ of the Commission. The Township Board member **sitting ex officio** is not eligible to serve as Chairperson of the Planning Commission. **Additionally, the Chair shall:**
 - a. Restate all motions as presented in meetings;
 - b. Appoint officers of committees or choose to let the committees select their own officers.
 - c. Act as an Ex-Officio member of all committees of the Commission;
 - d. Appoint an Acting-Secretary in the event the Secretary is absent from a Commission meeting.

- e. Review with the Secretary or staff, prior to a Commission meeting, the items to be on the agenda if the chair so chooses;
 - f. Periodically meet with the Planning Director and/or other Planning Department staff to review Planning Department operation, procedures, and to monitor progress on various projects;
 - g. Perform such other duties as may be ordered by the Commission.
 - h. Execute documents on behalf of the Commission.
- C. The Vice-Chairperson shall preside at public meetings of the Commission in the absence of the Chairperson. Additionally, the Vice-Chair shall:
- a. Perform such other duties as may be ordered by the Commission.
- D. The Secretary shall keep a record of the minutes of all meetings, keep a record of all transcripts, records, plans, etc. brought before the Commission. The Secretary may be an appointed Township employee. Additionally, the Secretary shall:
- a. Execute documents in the name of the Commission;
 - b. Be responsible for the minutes of each meeting, if there is not a recording secretary.
 - c. Review the draft of the minutes, sign them, and submit them for approval to the Commission and shall have them spread in suitable volumes. Copies of minutes shall be distributed to each member of the Commission prior to the next meeting of the Commission (the Secretary may delegate this duty to Township staff);
 - d. Receive all communications, petitions, and reports to be addressed by the Commission, delivered or mailed to the Secretary in care of the Planning Department Office;
 - e. Keep attendance records pursuant to Section 2.3 of these Bylaws;
 - f. Provide notice to the public and members of the Commission for all regular and special meetings, pursuant to the Open Meetings Act, P.A. 267 of 1976, as amended, M.C.L. 15.261 et seq. (the Secretary may delegate this duty to Township staff);
- E. The Township Clerk shall be custodian of the records and files of the Commission.

ARTICLE IV - DECISIONS

Section 4.04.1. Public Meetings

- A. The business which the Commission may perform shall be conducted at a public meeting of the planning commission held in compliance with Act No. 267 of the Public Acts of 1976, being sections 15.261 to 15.275 of the Michigan Compiled Laws the Open Meetings Act.
- B. Public notice of the item, date, and place of a regular or special meeting shall be given in the manner required by the Open Meetings Act No. 267 of the Public Acts of 1976 and the Secretary shall send written notice of a special meeting to commission members not less than 48 hours in advance of the meeting.

Section 4.2.0 Quorum

- A. A simple majority (four) of the members of the Commission shall constitute a quorum for purposes of transacting the business of the Commission and the Open Meetings Act, Act 267 of 1976, as amended.
- B. Each member of the Commission shall have one (1) vote.
- C. A majority of the members present at any meeting may approve any action unless provisions of these by-laws, Township Ordinance, or State Law requires a quorum or more for approval.

ARTICLE VI - PERSONNEL

Section 5.1 Personnel

- A. The Township Board, upon recommendation of the Commission, may employ a planning director or other planning personnel, contract for the services of planning and other technicians, and pay or authorize the payment of expenses within the funds budgeted and provided for planning purposes.

ARTICLE VII BUDGET

The Commission or Planning Consultant shall prepare a cost estimate and submit same to the Township Board for approval or disapproval. The Township Board annually may appropriate and make available funds for carrying out the purposes and functions permitted under the Michigan Planning Enabling Act PA 33 of 2008, as amended from time to time, and may match Township funds with federal, state, county, or other local government or private grants. The Township Board may accept and use gifts and grants for Commission purposes.

ARTICLE VIII- ANNUAL REPORT

Section 7.1 Annual Report

- A. The Commission shall make an annual written report to the Township Board concerning its operations and the status of planning activities, including recommendations regarding actions by the Township Board related to planning and development.
- B. The Commission may delegate this duty to Township staff, such as the Township Zoning Administrator, or their agents and consultants.

ARTICLE VIIIIX- REGULAR MEETINGS

Section 8.1.0 Regular Schedule

- A. The Commission shall hold not less than four (4) regular meetings each year, and by resolution of the Commission Township Board of Trustees shall determine the time and place of the meetings.

Section 8.2.0 Public Notice

- A. Commission meetings shall be noticed as required by the Open Meetings Act. A regular meeting of the Commission shall not be held unless public notice is posted by the Township Clerk within ten (10) days after the first meeting of the Commission in each calendar or fiscal year of the Commission. All notices required by the Open Meetings Act M.C.L. 15.261 et seq., shall be posted in the Holly Township Hall located at 102 Civic Drive, Holly, Michigan.

Section 3.0— Change of Schedule

If there is a change in the schedule of a regular meeting, the Township Clerk shall post within three (3) days after the meeting at which the change is made, a public notice stating the new dates, times and places of its regular meetings. Notice for rescheduled regular meetings shall be posted in the Holly Township Hall at least eighteen (18) hours before the meeting.

Section 4.0— Reconvened Meetings

A public meeting of the Commission which is recessed for more than thirty-six (36) hours shall be reconvened only after public notice is posted in manner provided in this Article.

ARTICLE IX - SPECIAL MEETINGS

Special meetings may be called by the Chairperson or two (2) members, upon written request to the Secretary Township Clerk or Zoning Administrator. The Secretary Township Clerk or Zoning Administrator shall send written notice of a Special Meeting to Planning Commission members not less than 15 hours before the meeting, and including the purpose of the Special Meeting.

Special Meeting requests by a petitioner, proprietor, developer, etc., shall be in writing and include reasons for the request. The request must be accompanied by the fee established by the Board. The petitioner must provide the number of copies required of plans and all pertinent information related to the topic of discussion for the Special Meeting at least one (1) week prior to the scheduled Special Meeting.

Public notice of a special meeting must state the date, time and place of a public meeting of the Commission and shall be posted by the Township Clerk in the Holly Township Hall at least eighteen (18) hours before the special meeting.

ARTICLE XI - ADDRESSES BY THE PUBLIC COMMENT

Section 10.1-0 Speaking; Limitations

- A. Unless otherwise provided by resolution of the Commission, members of the public may address the Commission during the "Public Comment", at a public meeting, subject to the following limitations which may be modified by resolution of the Commission:
- A person addressing the Commission in their individual capacity and not as a representative or spokesperson for an organization shall have three (3) minutes to address the Commission.
 - A person addressing the Commission as a representative or spokesperson of an organization shall have five (5) minutes to address the Commission.
- B. The Commission may adopt additional rules governing public comment at its meetings.

Section 2.0 Exclusion

A person shall not be excluded from a public meeting except for a breach of peace actually committed at the meeting. In the event of such a breach, the chair of the Commission shall be authorized to exclude the person(s) from the public meeting.

ARTICLE XII - AGENDA

Section 11.1 Agenda Order

- A. Unless otherwise modified by resolution of the Commission, the agenda of a public meeting of the Commission shall be as follows:

- | | |
|--|---------------------------|
| 1. Call to Order & Roll Call | 7. Communications |
| 2. Pledge of Allegiance & Roll Call | 8. Old Business |
| 3. Agenda Approval | 9. New Business |
| 4. Public Comments (for non-agenda items only) | 10. Reports |
| 5. Public Hearings | 11. Public Comment (Open) |
| 6. Approval of Minutes | 12. Adjournment |

~~ARTICLE XIII~~ ————— ~~PARLIAMENTARY PROCESS~~

~~For meetings of the Commission, its committees and advisory committees the rules of procedure set forth in Roberts Rules of Parliamentary Procedure shall govern in all cases in which it is not inconsistent and not contrary to any existing laws of the State of Michigan.~~

ARTICLE XIII - AMENDMENTS

Section 12.1 Procedures to Amend the By-Laws

- A. The By-Laws may be amended, added to, or repealed by a vote of four (4) members of the Commission at a regular meeting provided that notice of the proposed amendment, revision or repeal is given to each member of the Commission in writing at least seven (7) days prior to the regular meeting at which the amendment is intended to be acted upon.

ARTICLE XIII – CONFLICTS WITH LAWS

Section 13.1 Controlling Authority.

- A. Should any provisions of these by-laws be inconsistent with the provisions of applicable Public Acts of the State of Michigan, as amended, or any other applicable law, the provisions of said Acts or law will prevail.