

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, September 8, 2022
7:00 p.m.

**THIS MEETING WILL BE HELD IN PERSON WITH
ONLINE PARTICIPATION OPTIONS**

Call to Order
Pledge of Allegiance
Members Present/Members Absent
Call to the Public

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of August 25, 2022 Regular Meeting Minutes
 - b. July 2022 Sheriff's Report
 - c. DPW Report
 - d. Zoning Report
- 3) Loves Creek/Sesame Drive SAD Snow Removal
- 4) LACASA Special Event #05-22
- 5) Knolls of Grass Lake-Amendment to Site Plan
- 6) Spangler Status
- 7) Hasenbusch Time Payment
- 8) Marion Township Addition
- 9) ZBA Report

Correspondence and Updates

Cedar Lake Road Estimate Response
Chip and Seal Schedule

Call to the Public

Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, September 15, 2022.

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 25, 2022

DRAFT

MEMBERS PRESENT: Les Andersen, Tammy Beal, Greg Durbin, Sandra Donovan, Scott Lloyd, Dan Lowe, and Bob Hanvey

OTHERS PRESENT: Phil Westmorland – Spicer's

CALL TO ORDER

Bob Hanvey called the meeting to order at 7:00 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

Mary Killeen resides at 3488 Sesame Drive. Mary mentioned some of her suggestions for future Township meetings. Mary also believes that residents should be offered more time to speak during meetings. Mary also explained that she would like to have more discussions about the funding for Cedar Lake Road.

APPROVAL OF AGENDA

Dan Lowe requested to add discussion about the Consumers Energy gas line to the agenda.

Les Andersen motioned to approve the agenda as amended. Tammy Beal seconded. **MOTION CARRIED 7-0**

CONSENT AGENDA

Greg Durbin motioned to approve the consent agenda. Les Andersen seconded. **MOTION CARRIED 7-0**

CONSTRUCTION MANAGER

Tammy Beal spoke with David Marr at Spicer's about possibly hiring a Construction Manager to help manage the building addition, instead of a General Contractor.

Brian Keeler with Spence Brothers introduced himself and discussed the differences between himself as a Construction Manager and a General Contractor. Spence Brothers offers self-performed in-house trades, such as carpentry and concrete trades.

Bob Hanvey asked who prepares the bid packets when using a Construction Manager. Keeler stated that his company would prepare all bid packets for each part of the job. However, the Township would still be involved with choosing each contractor and reviewing each of the bids submitted.

Tammy likes the idea of being able to choose the contractors. Scott Lloyd stated that as a General Contractor, he would rather choose the contractors himself then have to go through the bidding process.

Bob Hanvey said that we should take some time to digest the information presented.

BRENT DRIVE SNOW AND ROAD MAINTENANCE SAD

Scott Lloyd made a motion for a resolution to schedule the public hearing meeting for Brent Drive snow and road maintenance special assessment, on October 13, 2022. Les Andersen seconded.

ROLL CALL: Lowe: yes; Lloyd: yes; Beal: yes; Hanvey: yes; Durbin: yes; Andersen: no; Donovan: yes. MOTION CARRIED 6-1

TYLER PRIVATE ROAD

Mr. Tyler was not present so discussion was postponed.

SPANGLER STATUS

Bob Hanvey said that we are still waiting on a price for the control panel and the two pumps. Phil Westmoreland stated that there is a long lead time because of the type of equipment involved. Bob will continue trying to get more information on this.

HOMETOWN UPDATE

Dan Lowe asked if the purchasers are getting REU's with the purchase of the property. Bob Hanvey said they will not be getting any REU's and they will have to buy new REU's separate from the property. Bob Hanvey recommended that we do a single combined special assessment district for all the parcels. Sandy Donovan said that she would rather not have to keep track of 74 REU's with SAD.

Les Andersen asked if we could ask them if they could purchase and pay off the REU's as they request them. Bob Hanvey said he would ask if that was an option.

HOWELL-HIGHLAND REU

Bob Hanvey explained that to satisfy our agreement with the City of Howell, our Auditor recommends that we update our budgets and payoff the REU's on the property using money from the General Fund. Then after a few days, the Water and Sewer Fund would buy the REU's back from the General Fund.

Scott Lloyd made a motion for a resolution to proceed with the schedule the Township Auditor suggested. Sandy Donovan seconded.

ROLL CALL: Donovan: yes; Durbin: yes; Hanvey: yes; Lloyd: yes; Beal: yes; Andersen: yes; Lowe: yes. MOTION CARRIED 7-0

SEWER/WATER FLOW RATE DATA

Bob Hanvey reviewed the flow rate data for our water and sewer usage. Phil Westmoreland said that he does have some clients with higher numbers than Marion.

Rick Haslock stated that in Handy Township they went through and sealed all of their manholes and started saving around 4% a day.

Bob Hanvey said we will continue to watch the numbers and see what happens.

CALL TO THE PUBLIC POLICY

Les Andersen believes that we should have more strict regulations when it comes to the Call to Public.

Greg Durbin likes Bob's version and expressed that the Board Members are here to serve the public and their interests. They should be given ample time to speak during the appropriate time.

Dan Lowe made a motion to accept Supervisor Bob Hanvey's version of the Call to Public Policy. Bob Hanvey seconded. **MOTION CARRIED 6-1 (Andersen: no)**

LIVINGSTON COUNTY CATHOLIC CHARITIES REQUEST

Tammy Beal made a motion to allow the Livingston County Catholic Charity to use the basement from November 21, 2022 - December 12, 2022. Sandy Donovan seconded. **MOTION CARRIED 7-0**

CONSUMERS ENERGY GAS LINE

Dan Lowe said that safety is a huge concern of his regarding this gas line. He was told that their gas line is currently going through our pipe and said this needs to be repaired immediately. Phil Westmoreland assured the Board that to his knowledge, the gas line is not inside the pipe and only nicked the top of it. Phil agreed that if it is in our pipe at all, then it will be repaired. Phil will watch the videos and take a look at the before and after photos to confirm.

CORRESPONDENCE & UPDATES

• **MARION TOWNSHIP LAND PRESERVATION SURVEY**

Bob Hanvey said that more survey responses have come in for the Open Land Preservation Survey and many of the recent responses show that residents are not in favor of paying for Land Preservation programs. Les Andersen thinks that residents do not understand what the survey is proposing.

• **MARION TOWNSHIP TREE**

Bob Hanvey said that the dead tree was removed by the Livingston County Road Commission and it took about 2.50 hours.

• **MARION TOWNSHIP GAZEBO**

Tammy Beal said that the Gazebo is in need of some repairs. A few of the posts appear to be rotting and falling apart. Scott Lloyd said that he would take a look at it.

• **LETTER FROM BILL SCHANK**

Bob Hanvey passed out a letter from Bill Schank stating that he was in favor of preserving green space in Marion Township but had some questions about the program. Bob said that we need to come up with a response to his letter.

• **ENGINE BRAKING SIGNS**

Bob Hanvey said that Putnam Township called and wanted to know where we got our Engine Braking signs.

CALL TO THE PUBLIC

Frank Immel resides at 4433 Vines Road and has a complaint about the residents at 4385 Cedar Lake Road. Mr. Immel stated that there are commercial vehicles being stored on the property and that vehicles are also being repaired at that property. Mr. Immel doesn't think this should be allowed in a residential area.

ADJOURNMENT

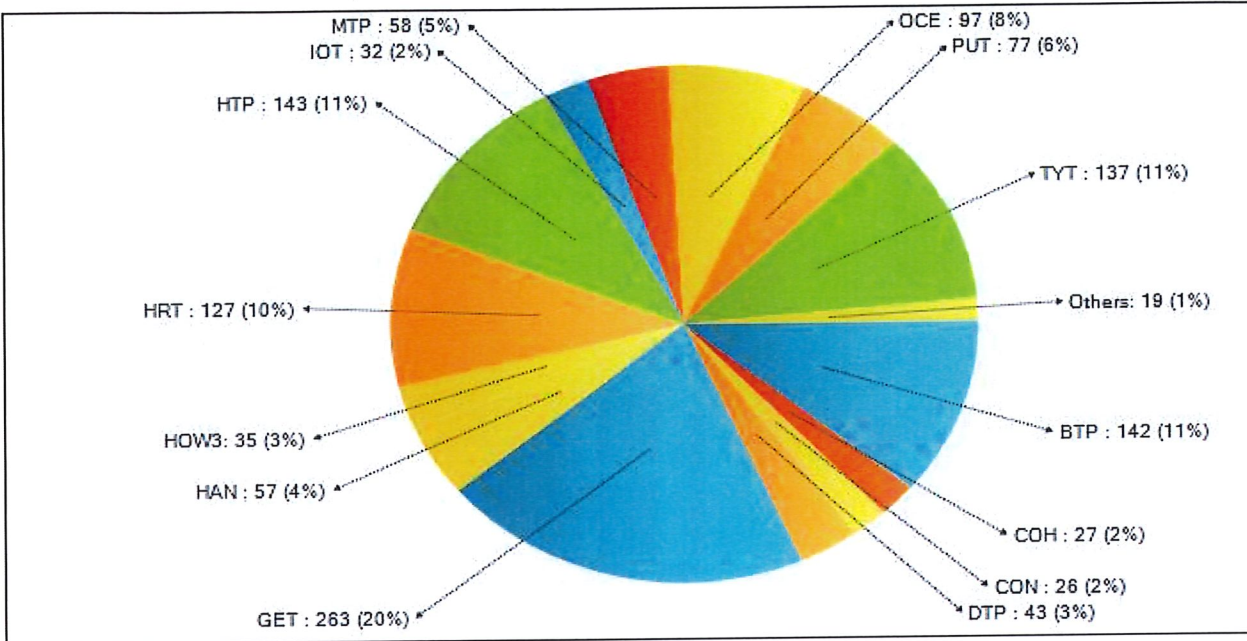
Tammy Beal motioned to adjourn at 8:50 pm. Sandy Donovan seconded. **MOTION CARRIED 7-0**

Submitted by: J. Timberlake

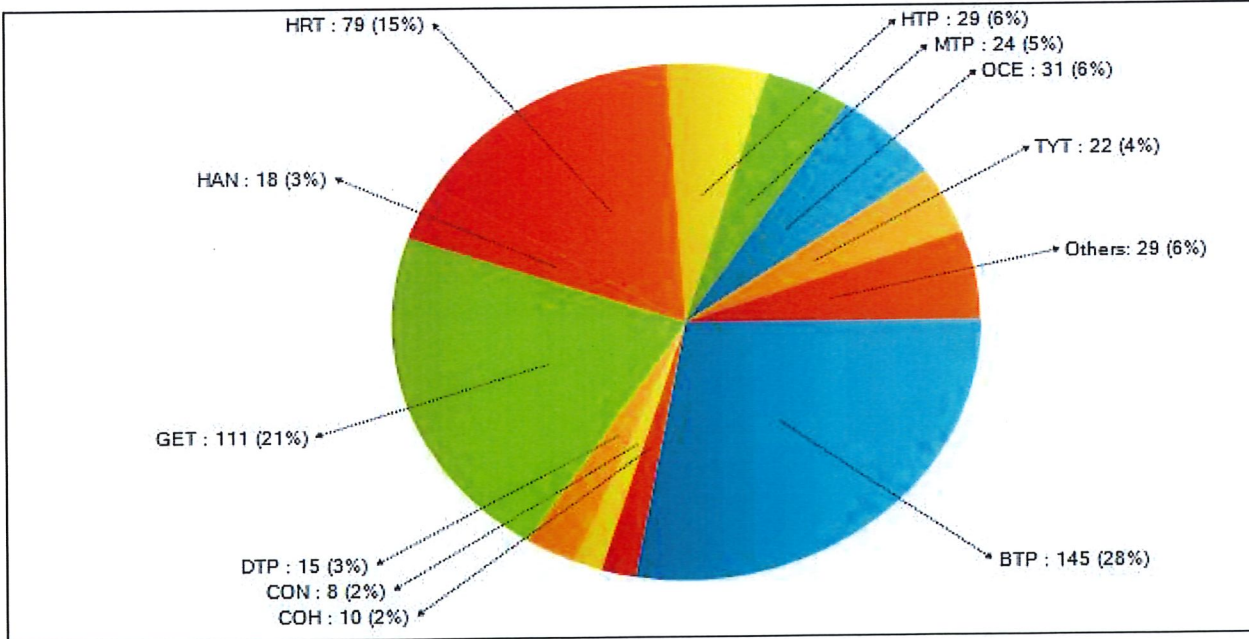
Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

**LIVINGSTON COUNTY SHERIFF'S OFFICE
JULY 2022 CALLS FOR SERVICE**



**MICHIGAN STATE POLICE
JULY 2022 CALLS FOR SERVICE**



**LIVINGSTON COUNTY SHERIFF'S OFFICE
MARION TOWNSHIP JULY 2022**

Nature	# Events
911 HANG UP	1
ABANDONED VEHICLE	1
ALARM	3
ANIMAL COMPLAINT	3
AREA CHECK	2
ASSIST EMS	2
CARDIAC/RESPIRATORY ARREST	2
CITIZEN ASSIST	5
CIVIL COMPLAINT	1
DISTURBANCE/TROUBLE	2
FIREWORKS	1
FRAUD	2
HAZARD	3
HIT AND RUN ACCIDENT	3
INTIMIDATION THREATS HARASSMEN	2
LARCENY	1
LOUD PARTY	1
MDOP	1
MENTAL/CMH/PSYCH	1
OVERDOSE/INGESTION	1
PATROL INFORMATION	1
PDA	2
PERSONAL INJURY ACCIDENT	1
SHOTS FIRED	1
SICK PERSON	1
SUICIDAL SUBJECT	1
SUSPICIOUS PERSON	2
SUSPICIOUS SITUATION	1
SUSPICIOUS VEHICLE	1
TRESSPASSING, LOITERING	1
TRF COMPLAINT/ROAD HAZARDS	1
UNATTENDED DEATH PRI 3/INVEST	1
VIN INSPECTION	1
WAR ATT/SEARCH	1
WELFARE CHECK	4
TOTAL:	58

MARION TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	82	21	3
FEBRUARY	89	9	3
MARCH	68	16	2
APRIL	87	7	1
MAY	77	11	1
JUNE	84	25	2
JULY	58	23	2
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	545	112	14

<u>TOWNSHIP</u>	NUMBER OF CALLS		RESPONSE TIME		NUMBER OF CALLS		RESPONSE TIME		<u>TOTAL</u>
	3:00PM - 11:00PM	11:00PM - 3:00PM	3:00PM - 11:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM		
BRIGHTON	47	95	38:39	26:29	95	26:29	142		
COHOCTAH	13	14	26:40	22:19	14	22:19	27		
CONWAY	16	10	35:42	25:25	10	25:25	26		
DEERFIELD	13	30	30:15	25:23	30	25:23	43		
GENOA	84	179	30:26	26:40	179	26:40	263		
HANDY	35	22	20:03	39:03	22	39:03	57		
HARTLAND	42	85	35:16	24:06	85	24:06	127		
HOWELL	53	90	17:55	26:43	90	26:43	143		
IOSCO	12	20	27:48	45:07	20	45:07	32		
MARION	21	37	26:06	22:24	37	22:24	58		
OCEOLA	30	67	22:09	30:44	67	30:44	97		
PUTNAM	51	26	18:35	36:16	26	36:16	77		
TYRONE	91	46	17:38	56:18	46	56:18	137		

DPW Reports 2022

	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
WATER													
NEW	13	14	20	16	21	4	2	1					91
EXISTING													
REPLACEMENT													
IRRIGATION													
NEW	12	13	1	12	26	2	4	4					74
EXISTING													
SEWER													
NEW	13	14	19	16	21	5	1	1					90
EXISTING													
TOTAL	38	41	40	44	68	11	7	6					255

2022 ZONING REPORT

	JAN	FEB	MARCH	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
Homes	13	15	6	12	25	5	13	1					90
Condo Units			16	5									21
Accessory Bldgs.		1	3		3	2	1	3					13
Decks	1		7	12	7	3	1	7					38
Pools			2	3	3	1	2	1					12
Additions			2	1	3	1	1						8
Land Balancing				1									1
Other	1			1	2	1	1	2					8
TOTAL LAND USES	15	16	36	35	43	13	19	14	0	0	0	0	191
Waivers	3	2	2	6	2	6	4	5					30
Finals	14	11	17	20	25	19	21	45					172
Site Plans													0
Pre-Planning Meetings				1									1
Sewer Inspections	8	8	8	12	11	12	11	7					77



MARION TOWNSHIP
www.mariontownship.com

**RESOLUTION ON LOVE'S CREEK/SESAME SPECIAL ASSESSMENT DISTRICT
FOR SNOW REMOVAL AND SALTING SERVICE**

WHEREAS, the township board of Marion Township acting in the interest of the residents of Love's Creek and Sesame Drive and of the proposed special assessment district described hereinafter, determined to proceed under the provisions of PA 188 of 1954, as amended, to provide snow removal and salting service, together with a proposed special assessment district for assessing the costs of the proposed service, and to schedule a public hearing upon the Assessment Roll, and

WHEREAS, the estimated cost and proposed special assessment district were filed with the Township Clerk for public examination and notice of the hearing upon same was published and mailed in accordance with the law and statute provided as shown by affidavits pertaining thereto on file with the Township Clerk, and

WHEREAS, in accordance with the aforesaid notices, a hearing was held on September 8, 2022 commencing at 7:00 PM and all persons given the opportunity to be heard in the matter, and

WHEREAS, the following written objections were received and filed:

Parcel Number	Frontage	% Frontage	Owner Name
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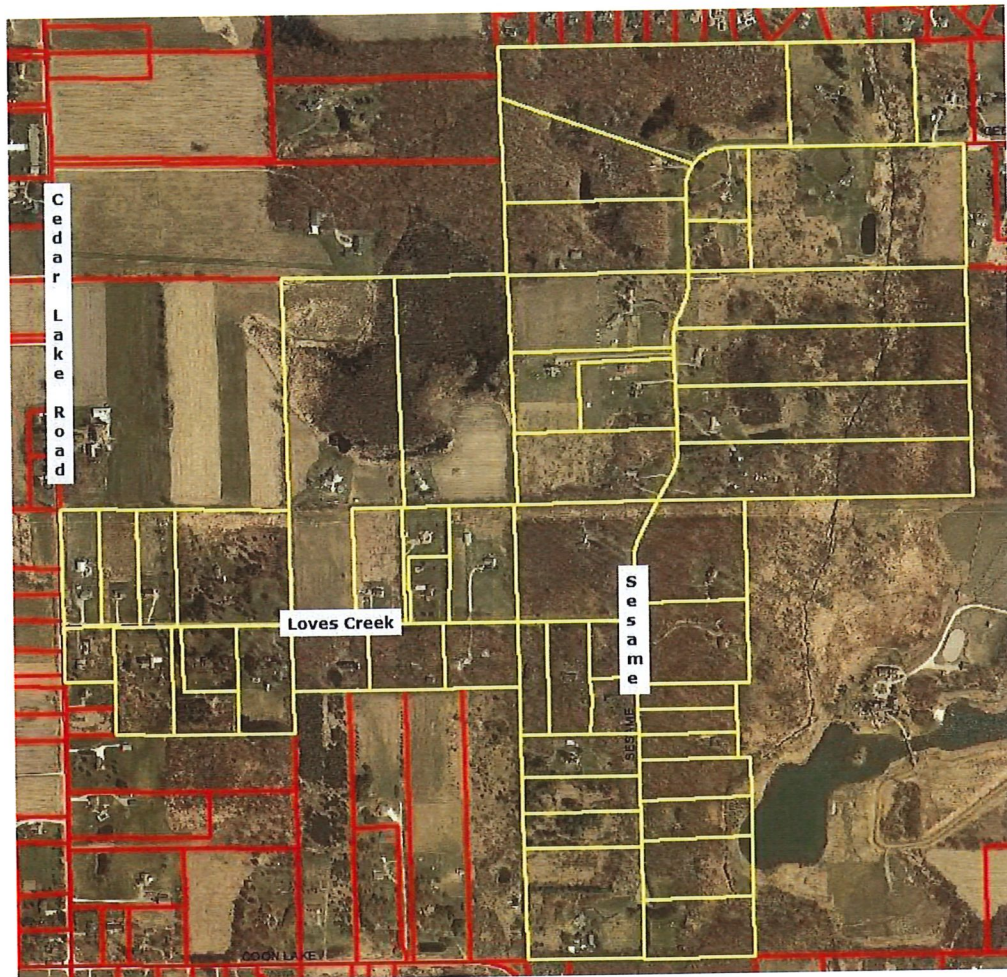
WHEREAS, the written objections constitute less than twenty percent of the frontage,

WHEREAS, as a result of the foregoing, the township board believes the project to be in the best interests of the township and of the district proposed to be established therefore;

NOW THEREFORE BE IT HEREBY RESOLVED as follows:

1. That this township board does hereby approve the provision of snow removal and salting service and total cost estimate of \$6,000.00 per year.
2. That this township board does hereby create, determine and define as a special assessment district to be known as Love's Creek/Sesame

Drive Snow Removal and Salting Service Special Assessment District within which the costs of such improvements shall be assessed according to the benefits, the following described area within said township:



PARCEL NUMBERS

- | | | | |
|-----------------|-----------------|-----------------|-----------------|
| 4710-16-300-009 | 4710-16-400-016 | 4710-21-100-007 | 4710-21-100-030 |
| 4710-16-300-010 | 4710-16-400-019 | 4710-21-100-008 | 4710-21-100-031 |
| 4710-16-300-011 | 4710-16-400-037 | 4710-21-100-010 | 4710-21-100-032 |
| 4710-16-300-013 | 4710-16-400-038 | 4710-21-100-014 | 4710-21-100-033 |
| 4710-16-300-014 | 4710-20-200-005 | 4710-21-100-016 | 4710-21-100-036 |
| 4710-16-300-016 | 4710-20-200-006 | 4710-21-100-017 | 4710-21-100-038 |
| 4710-16-300-021 | 4710-20-200-024 | 4710-21-100-018 | 4710-21-100-039 |
| 4710-16-300-022 | 4710-20-200-034 | 4710-21-100-021 | 4710-21-100-040 |
| 4710-16-300-024 | 4710-20-200-036 | 4710-21-100-022 | 4710-21-100-041 |
| 4710-16-400-001 | 4710-20-200-037 | 4710-21-100-025 | 4710-21-100-042 |
| 4710-16-400-013 | 4710-20-200-038 | 4710-21-100-026 | 4710-21-100-043 |
| 4710-16-400-014 | 4710-20-200-039 | 4710-21-100-028 | 4710-21-100-044 |
| 4710-16-400-015 | 4710-20-200-040 | 4710-21-100-029 | |

3. That on the basis of the foregoing, this township board does hereby direct the Supervisor and Assessing Officer to make a special

assessment roll in which shall be entered all the parcels of land to be assessed together with the names of the respective owners thereof, and an estimated total amount to be assessed against each parcel of land which amount shall be the relative proportion of the whole sum levied against the parcels of land in the special assessment district as the benefit to the parcel of land bears to the total benefit to all the parcels of land in the special assessment district. When the same has been completed, the Supervisor shall affix thereto his certificate stating that it was made pursuant to this resolution and that in making such assessment roll he has, according to his best judgment, conformed in all respects to the directions contained in this resolution and the applicable state statutes.

4. That the actual amount of the assessment will be annually redetermined based on actual costs and assessed without further notice.
5. That all resolutions and parts of resolutions insofar as they conflict with the provisions of the within resolution are hereby rescinded.
6. That the Township Clerk shall schedule a hearing on the Assessment Roll for October 13, 2022 at 7:00 P.M., and provide notice as required by PA 188 of 1954.

Upon roll call vote, the following voted "Aye":

The following voted "Nay"

The Supervisor declared the motion carried and the resolution duly adopted.

I, the undersigned, the duly qualified and acting Clerk for the Township of Marion, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Board of Trustees at a meeting held on the 9th day of November, 2017, and further certify that the above Resolution was adopted at said meeting.

Marion Township Clerk

Date

**MARION TOWNSHIP
2877 W. COON LAKE ROAD
HOWELL, MI 48843
Phone 517-546-1588
Fax 517-546-6622**

TRANSMITTAL

TO: Board of Trustees

DATE September 8, 2022

PROJECT **Special Event #05-22**
LACASA Denim & Diamond

VIA Hand Delivery

WE ARE SENDING: Herewith Under Separate Cover

THE FOLLOWING:

- Special Event #05-22 Request by LACASA for Denim & Diamonds Event to be held Saturday September 17, 2022. Attached is cover letter, application, Raffle License, Site Plan, Indemnification Agreement, Ace Pyro Fireworks Contract, and Certificate of Liability Insurance.
- Review Letters from LCRC, Sheriff, EMS, HAFA.
- Waiting on Liquor License.

FOR YOUR: approval/ denial as requested
 other review & comment

REMARKS:

Let me know if you have any questions!

FROM: Dave Hamann, Zoning Administrator

Copy: file

MARION TOWNSHIP SPECIAL EVENT PERMIT/APPLICATION
Application shall be made 90 days prior to the event

Date of application: July 21, 2022 SEP # 05-22
Name of Event: Denim + Diamonds Tax ID# 38-2370824
Date(s) of Event: September 17, 2022
Description of Event: Wild West themed gambling fundraiser
Event address: 3300 County Farm Rd, Howell, MI 48843
Number of Participants: 250-300 Estimated Attendance: 250-300
Hours of Event: 5:30pm - 10pm

APPLICANT

Name: Terri Brown Phone #: 517-548-1350
(C) 231-233-9619
Address: 2895 W. Grand River Ave, Howell 48843

ORGANIZATION/BUSINESS SPONSORING EVENT (if different from applicant)

Name: LACASA Phone #: 517-548-1350
Address: 2895 W. Grand River, Howell 48843
Non-profit status if applicable 501 (c) 3 Nonprofit organization

CONTACT PERSON(S) ON DAY OF EVENT

Name: Terri Brown Phone #: 231-233-9619
Address: 2895 W. Grand River Ave.
Cell Phone, Pager or Direct Connect#: 231-233-9619

Using the checklist below, please provide us with the plan for your event on a separate sheet of paper. Include information on organizations/individuals providing services & contact numbers. If your event is large and includes multiple tents, vendors & participants, please provide a sketch of your event layout.

- Security/crowd control Ticketed event in a private, designated area. Local Law Enforcement is notified and invited to come to event
- Vendors Caterers, gaming vendors will be onsite. Tent rental, tables, chairs, restroom trailers will be delivered & picked up before & after event. Neighbors will be notified of fireworks display
- Sanitation/restroom Facilities Portable restroom trailers will be available on site

Will music be provided? Yes No
If yes give beginning and end times 6-9:30pm

Will Alcoholic beverages be permitted on premises Yes No
If yes, what measures will be taken to prohibit the sale of alcohol to minors or visibly impaired individuals?

Bar servers are trained on recognizing signs of intoxication and will only serve people drinking responsibly. No alcohol will be allowed outside of designated area which is a fenced in cord and adjacent gambling area. Alcohol will only be served as permitted by the State. Cars will be parked 1/4 mile away from event space.

PLEASE INCLUDE

- \$200.00 Application fee (nonrefundable)
- Certificate of Liability Insurance event specific policy naming Marion Township as additional insured Indemnification Agreement
- Event plot plan
- Permits/Approvals from applicable agencies

Applicant acknowledges that he/she is responsible for contacting the Michigan Liquor Control commission and/or the Livingston County Health Department to secure any and all permits required from the State of Michigan and/or Livingston County for this event.

I hereby certify that all information and data attached and made part of this application are true and accurate to the best of my knowledge and belief. I agree to conform to all applicable laws and ordinances of this jurisdiction.

Jeri A. Brown 7/21/2022
 Applicant Date
TBROWN@LACASACENTER.ORG

- Copy of application (if applicable) sent to:
- Howell Area Fire Authority
 - Livingston County Sheriff's Department
 - Livingston County Emergency Medical Services
 - Livingston County Department of Public Health
 - Livingston County Road Commission

[Signature] 7-27-2022
 Approved Date

INDEMNIFICATION AGREEMENT

The LACASA
(business/organization) agree(s) to defend, indemnify, and hold harmless

the Township of Marion, Livingston County, Michigan, from any claim, demand, suit, loss, cost of expense or any damage which may be asserted, claimed or recovered against or from the

LACASA
(business/organization) by reason of any damage to property, personal injury or

bodily injury, including death, sustained by any person whomsoever and which damage, injury or death arises out of or is incident to or in any way connected with the performance of this contract, and regardless of which claim, demand, damage, loss, cost of expense is caused in whole or in part by the negligence of the Township of Marion or by third parties or by the agents, servants, employees or factors of any of them.

Event Denim+ Diamonds

Name Jeri A. Brown
(Authorized representative/and/or on behalf of binding authority)

Signature Jeri A. Brown Date 7-21-2022

Witness R L Smith Date 7/21/22



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

10/1/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER InPro Insurance Group, Inc. 2095 E. Big Beaver, Ste 100 Troy MI 48083	CONTACT NAME: InPro Insurance Group																					
	PHONE (A/C, No, Ext): 248-526-3260 FAX (A/C, No): 248-526-3261																					
	E-MAIL ADDRESS: certificates@inproagent.com																					
	<table border="1"> <tr> <th colspan="2">INSURER(S) AFFORDING COVERAGE</th> <th>NAIC #</th> </tr> <tr> <td>INSURER A : Michigan Millers Mutual Ins Co</td> <td></td> <td>14508</td> </tr> <tr> <td>INSURER B : Citizens Ins Co of Midwest</td> <td></td> <td>10395</td> </tr> <tr> <td>INSURER C :</td> <td></td> <td></td> </tr> <tr> <td>INSURER D :</td> <td></td> <td></td> </tr> <tr> <td>INSURER E :</td> <td></td> <td></td> </tr> <tr> <td>INSURER F :</td> <td></td> <td></td> </tr> </table>	INSURER(S) AFFORDING COVERAGE		NAIC #	INSURER A : Michigan Millers Mutual Ins Co		14508	INSURER B : Citizens Ins Co of Midwest		10395	INSURER C :			INSURER D :			INSURER E :			INSURER F :		
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INSURER E :																						
INSURER F :																						
INSURED LACASA 2895 W Grand River Howell MI 48843	LACASA0-01																					

COVERAGES

CERTIFICATE NUMBER: 827497083

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y		C0512287	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 3,000,000 PRODUCTS - COMP/OP AGG \$ 3,000,000 \$
A	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS			C0512287	10/1/2021	10/1/2022	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
A	<input checked="" type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			L0301432	10/1/2021	10/1/2022	EACH OCCURRENCE \$ 2,000,000 AGGREGATE \$ 2,000,000 \$
B	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A	WHB9502104	4/3/2021	4/3/2022	<input checked="" type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ 500,000 E.L. DISEASE - EA EMPLOYEE \$ 500,000 E.L. DISEASE - POLICY LIMIT \$ 500,000

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured for General Liability when required by written contract: Marion Township.

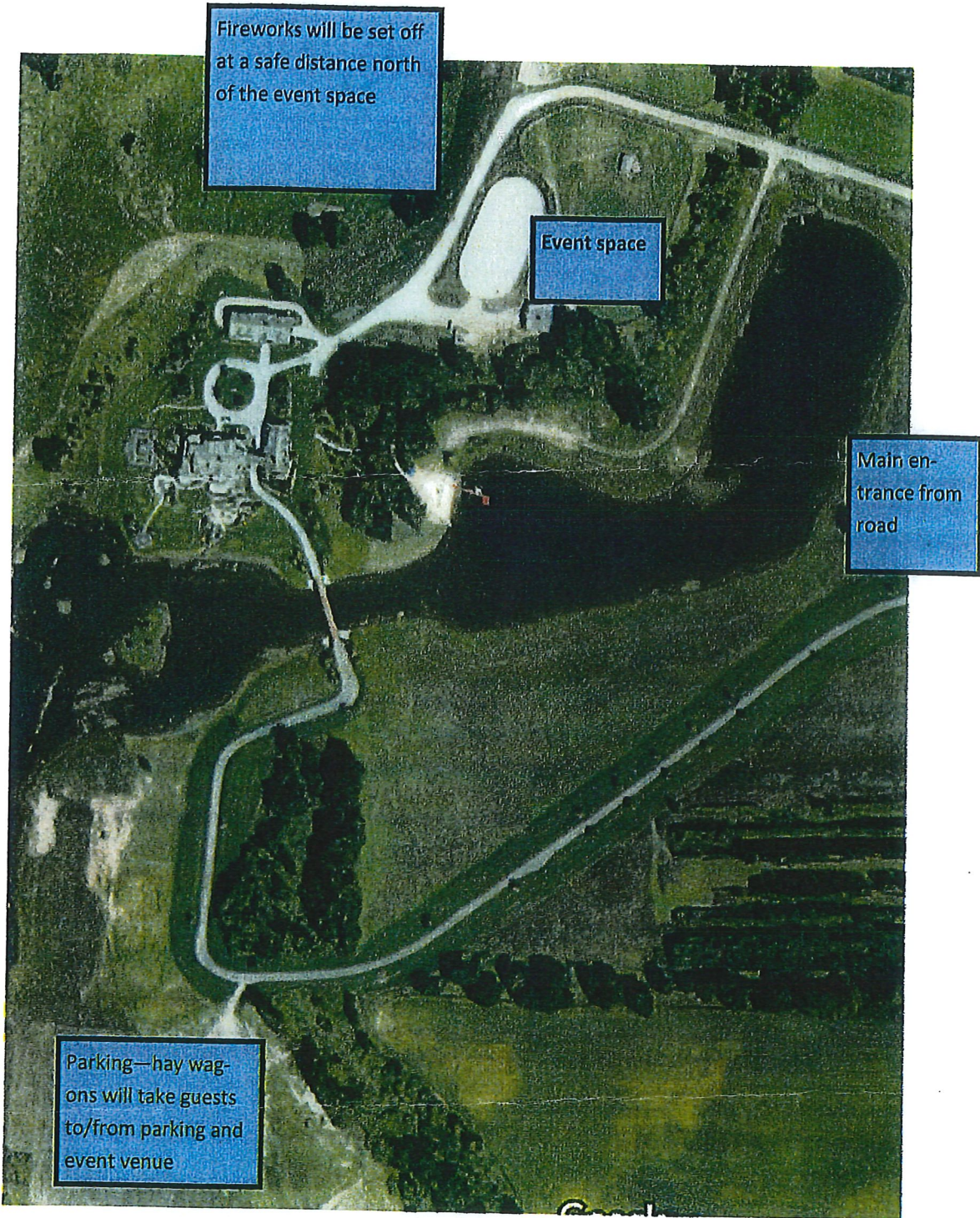
CERTIFICATE HOLDER**CANCELLATION**

Marion Township
 2877 W. Coon Lake Rd.
 Howell MI 48843

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

AUTHORIZED REPRESENTATIVE

© 1988-2014 ACORD CORPORATION. All rights reserved.



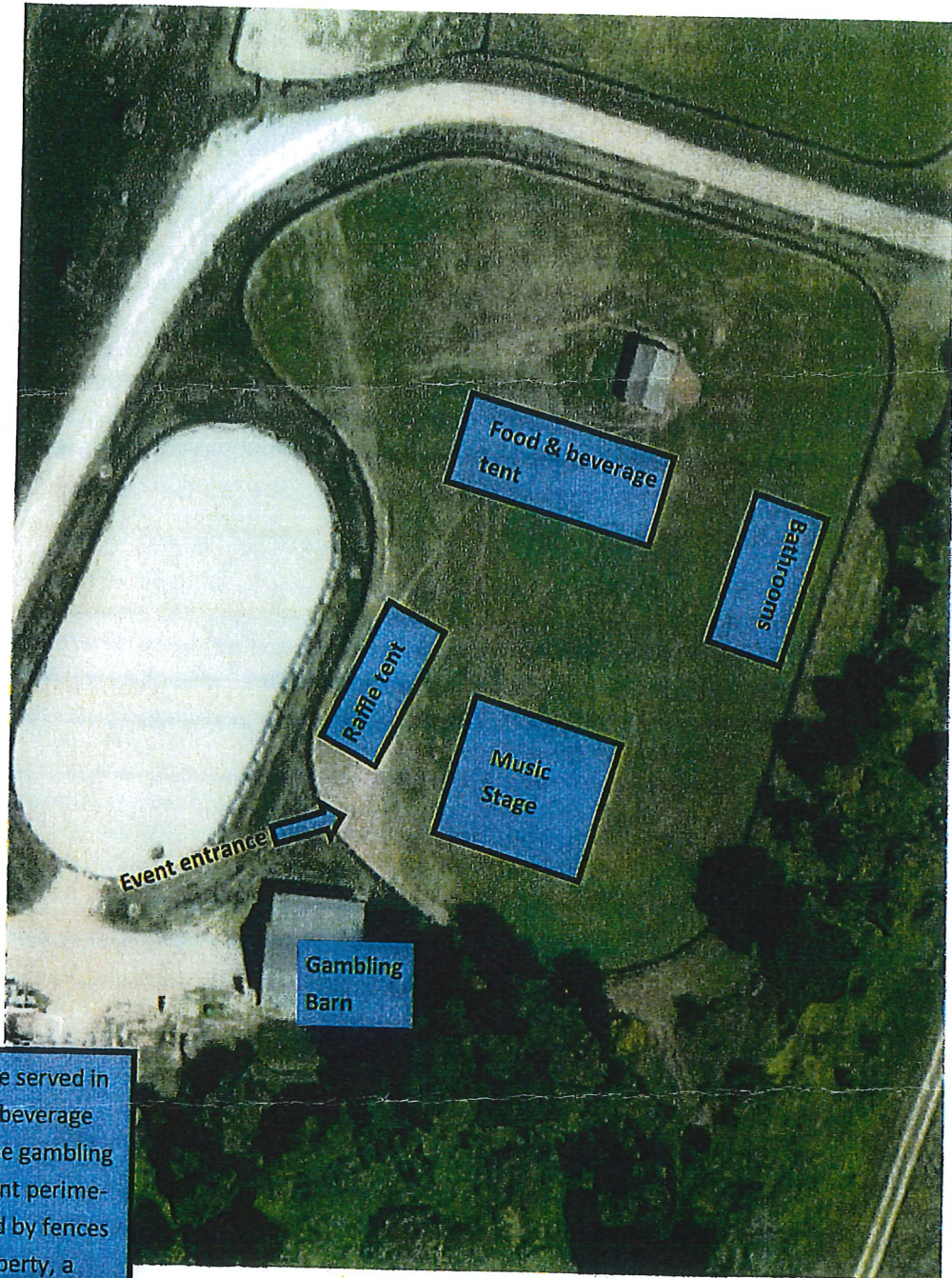
Fireworks will be set off at a safe distance north of the event space

Event space

Main entrance from road

Parking—hay wagons will take guests to/from parking and event venue

County Farm Rd



Alcohol will be served in the food and beverage tent and at the gambling barn. The event perimeter is enclosed by fences along the property, a dense tree line and a pond.

2022 Permit for Fireworks Other than Consumer or Low Impact

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.
------------------------	---

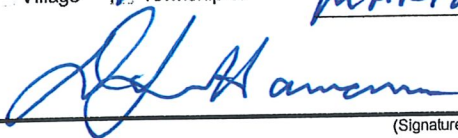
This permit is not transferable. Possession of this permit authorizes the herein named person to possess, transport and display fireworks in the amounts, for the purpose of and at the place listed below only through permit expiration date.

TYPE OF PERMIT(S) (Select all applicable boxes)		FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY.	
<input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		PERMIT(S) EXPIRATION DATE (ENTER DATE OF EXPIRATION)	
NAME OF PERSON PERMIT ISSUED TO Drew Espenshade			AGE (18 YEARS OR OLDER) <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
ADDRESS OF PERSON PERMIT ISSUED TO 9700 Burmeister Rd, Saline, MI 48176			
NAME OF ORGANIZATION, GROUP, FIRM OR CORPORATION ACE Pyro, LLC			
ADDRESS 9700 Burmeister Rd, Saline, MI 48176			
NUMBER AND TYPES OF FIREWORKS (Please attach additional pages if necessary) Approximately (50) 1" to 2.5" Multi-shot aerial display cakes			
EXACT LOCATION OF DISPLAY OR USE 3300 County Farm Rd Howell, MI 48843			
CITY, VILLAGE, TOWNSHIP Marion		DATE 09/17/2022 (RD: N/A)	TIME Approx. 10:00 PM
BOND OR INSURANCE FILED <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO			AMOUNT \$10,000,000

Issued by action of the Legislative Body of a

City
 Village
 Township of **MARION (Livingston County)**

on the **10TH** day of **AUGUST** 2022

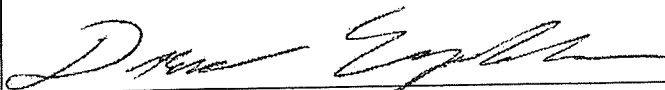

 ZONING ADMINISTRATOR

(Signature and Title of Legislative Body Representative)

THIS FORM IS VALID UNTIL THE DATE OF EXPIRATION OF PERMIT

2022 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY
DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256	The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.	
TYPE OF PERMIT(S) (Select all applicable boxes) <input type="checkbox"/> Agricultural or Wildlife Fireworks <input type="checkbox"/> Articles Pyrotechnic <input checked="" type="checkbox"/> Display Fireworks <input type="checkbox"/> Public Display <input checked="" type="checkbox"/> Private Display <input type="checkbox"/> Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes		
NAME OF APPLICANT Drew Espenshade		ADDRESS OF APPLICANT 9700 Burmeister Rd, Saline, MI 48176
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER Aaron Enzer		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER 9700 Burmeister Rd, Saline, MI 48176
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)
NAME OF PYROTECHNIC OPERATOR Drew Espenshade		ADDRESS OF PYROTECHNIC OPERATOR 9700 Burmeister Rd, Saline, MI 48176
NO. YEARS EXPERIENCE 10+	NO. DISPLAYS 100+	WHERE Michigan, Wisconsin, North Dakota, Wyoming, Illinois, Iowa, Arizona, Indiana, Pennsylvania, Texas
NAME OF ASSISTANT N/A		ADDRESS OF ASSISTANT N/A
NAME OF OTHER ASSISTANT N/A		ADDRESS OF OTHER ASSISTANT N/A
EXACT LOCATION OF PROPOSED DISPLAY 3300 County Farm Rd Howell, MI 48843		
DATE OF PROPOSED DISPLAY September 17, 2022 (Rain Date: N/A)		TIME OF PROPOSED DISPLAY Approximately 10:00 PM
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT None, fireworks product will be brought from company storage in time for display setup.		
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$10,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY The Partners Group Ltd
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY 11225 SE 6th Street, Suite 110, Bellevue, WA 98004		
NUMBER OF FIREWORKS Approximately 50	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed) 1" to 2.5" Multi-shot aerial display cakes	
SIGNATURE OF APPLICANT 		DATE August 9, 2022



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)
8/9/2022

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER The Partners Group Ltd 11225 SE 6th St., Suite 110 Bellevue WA 98004	CONTACT NAME: Janet Nau PHONE (A/C, No, Ext): 425-455-5640 FAX (A/C, No): 425-455-6727 E-MAIL ADDRESS: jnau@tpgrp.com	
	INSURER(S) AFFORDING COVERAGE NAIC #	
INSURED 14372 Ace Pyro, LLC 13001 E. Austin Rd Manchester MI 48158	INSURER A: James River Insurance Co 12203	
	INSURER B: Everest Denali Insurance Company 16044	
	INSURER C: AXIS Surplus Lines Insurance Company 26620	
	INSURER D: Arch Specialty Insurance Company 21199	
	INSURER E: INSURER F:	

COVERAGES **CERTIFICATE NUMBER:** 831948249 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSR	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS	
A	GENERAL LIABILITY <input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC	Y		001236810	11/1/2021	11/1/2022	EACH OCCURRENCE	\$ 1,000,000
							DAMAGE TO RENTED PREMISES (Ea occurrence)	\$ 100,000
							MED EXP (Any one person)	\$ 5,000
							PERSONAL & ADV INJURY	\$ 1,000,000
							GENERAL AGGREGATE	\$ 5,000,000
							PRODUCTS - COMP/OP AGG	\$ 2,000,000
								\$
B	AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO ALL OWNED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> SCHEDULED AUTOS NON-OWNED AUTOS			SI8CA00266211	11/1/2021	11/1/2022	COMBINED SINGLE LIMIT (Ea accident)	\$ 1,000,000
							BODILY INJURY (Per person)	\$
							BODILY INJURY (Per accident)	\$
							PROPERTY DAMAGE (Per accident)	\$
								\$
C	UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$			P0010083992001	3/8/2022	11/1/2022	EACH OCCURRENCE	\$ 4,000,000
							AGGREGATE	\$ 4,000,000
								\$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				WC STATU-TORY LIMITS	OTH-ER
							E.L. EACH ACCIDENT	\$
							E.L. DISEASE - EA EMPLOYEE	\$
							E.L. DISEASE - POLICY LIMIT	\$
D	Excess Liability - Occurrence			UXP104824700	3/8/2022	11/1/2022	Each Occurrence	\$5,000,000
							Aggregate	\$5,000,000

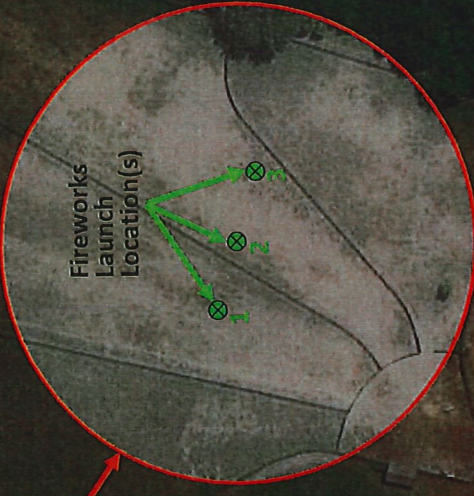
DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (Attach ACORD 101, Additional Remarks Schedule, if more space is required)
 The following are included as Additional Insured on General Liability as their interest may appear as respects operations performed by or on behalf of the Named Insured, as required by written contract:
 Additional Insured: Marion Township, LACASA (Sponsor) Gwen Haggerty-Bearden, Steven Bearden, Casey, Marty and Jake Haggerty, CFR Holdings LLC, Ted and Jane Von Voigtlander Foundation and The Jane E Von Voigtlander Irrevocable Trust #3
 Event Location: 3300 County Farm Rd Howell, MI 48843
 Event Date: 9/11/2022 RD: N/A

CERTIFICATE HOLDER Marion Township 2877 W Coon Lake Road Howell, MI 48843	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.
	AUTHORIZED REPRESENTATIVE

2022 Denim & Diamonds Fireworks Site Map



200' Fallout Radius
Shells up to 2.5"
(Per NFPA 1123)



Dave Hamann

From: JAMIL CZUBENKO <jczubenko@howellfire.net>
Sent: Wednesday, August 3, 2022 2:22 PM
To: Dave Hamann
Subject: Re: September 17 Denim & Diamond Review Request

Dave,
I have reviewed the Special Event Application #05-22 for the 2022 Denim and Diamond and find the application satisfactory with the following comments:

1. What size tents are being used so we can determine occupancy maximums for them?
2. Emergency lights for the tents will be required?
3. "No Smoking" signs shall be conspicuously posted in the tent.
4. A current, 10 lb 2A:10B:C dry chemical fire extinguisher (at minimum) is required to be installed at or near the food service tables.
5. All tents shall have their fire resistance certificates affixed to the tent or available upon request.
6. The Fireworks company shall submit their display plan for our review.
7. The FD will also be on site before the fireworks for inspection and during the event.

Please let me know if there are any questions or concerns.
Thank you,

Jamil Czubenko
Deputy Chief/Fire Marshal
Howell Area Fire Dept
517.546.0560 Tel
517.546.6011 Fax
1211 W Grand River Ave | Howell, MI 48843

On Wed, Jul 27, 2022 at 12:29 PM Dave Hamann <za@mariontownship.com> wrote:

Attached please find a request for review for a Special Event Permit for Marion Township to take place September 17, 2022 at 3300 County Farm Road. This is an annual event for LACASA and we need to get your feedback by August 11, 2022 so that it can be sent to the Marion Board of Trustee meeting for review and approval. As always your prompt review is greatly appreciated. Let me know if you have any questions.

Dave Hamann
Zoning Administrator
Marion Township

Dave Hamann

From: Eric Sanborn <ESanborn@livgov.com>
Sent: Wednesday, July 27, 2022 1:27 PM
To: Dave Hamann
Cc: Jamil Czubenko; Aaron Aumock; khiller@livingstonroads.org; Amy Chapman; Rick Swanson
Subject: Re: [EXT] September 17 Denim & Diamond Review Request
Attachments: 20220727 SEP#05-22 LACASA app.pdf; 20220727 SEP#05-22 LACASA plot plan.pdf

Sheriff office is good with it.

Again we will be dedicated out to Luke Bryant that day.

Eric

On Jul 27, 2022, at 12:29 PM, Dave Hamann <za@mariontownship.com> wrote:

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Attached please find a request for review for a Special Event Permit for Marion Township to take place September 17, 2022 at 3300 County Farm Road. This is an annual event for LACASA and we need to get your feedback by August 11, 2022 so that it can be sent to the Marion Board of Trustee meeting for review and approval. As always your prompt review is greatly appreciated. Let me know if you have any questions.

Dave Hamann
Zoning Administrator
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843
Phone (517) 546-1588
za@mariontownship.com

Dave Hamann

From: Amy Chapman <AChapman@livgov.com>
Sent: Wednesday, July 27, 2022 1:15 PM
To: Dave Hamann; Jamil Czubenko; Aaron Aumock; Eric Sanborn;
khillier@livingstonroads.org
Cc: Rick Swanson
Subject: RE: [EXT] September 17 Denim & Diamond Review Request

Thank you for the information. EMS has no issues but most of our resource will be tied up that day. We will be at the Luke Bryan concert that is being held in Fowlerville again this year.

Thank you,

Amy Chapman

From: Dave Hamann <za@mariontownship.com>
Sent: Wednesday, July 27, 2022 12:28 PM
To: Jamil Czubenko <jczubenko@howellfire.net>; Aaron Aumock <AAumock@livgov.com>; Eric Sanborn <ESanborn@livgov.com>; khillier@livingstonroads.org; Amy Chapman <AChapman@livgov.com>
Cc: Rick Swanson <RSwanson@livgov.com>
Subject: [EXT] September 17 Denim & Diamond Review Request

"The e-mail below is from an external source. Please do not open attachments or click links from an unknown or suspicious origin."

Attached please find a request for review for a Special Event Permit for Marion Township to take place September 17, 2022 at 3300 County Farm Road. This is an annual event for LACASA and we need to get your feedback by August 11, 2022 so that it can be sent to the Marion Board of Trustee meeting for review and approval. As always your prompt review is greatly appreciated. Let me know if you have any questions.

Dave Hamann
Zoning Administrator
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843
Phone (517) 546-1588
za@mariontownship.com

Dave Hamann

From: Kim Hiller <khiller@livingstonroads.org>
Sent: Wednesday, July 27, 2022 12:33 PM
To: Dave Hamann
Subject: Re: September 17 Denim & Diamond Review Request
Attachments: 20220727 SEP#05-22 LACASA app.pdf; 20220727 SEP#05-22 LACASA plot plan.pdf

Hi Dave,

The road commission does not have any comments nor is any type of permit necessary from this office.

Thank you,
Kim

On Jul 27, 2022, at 11:29 AM, Dave Hamann <za@mariontownship.com> wrote:

Attached please find a request for review for a Special Event Permit for Marion Township to take place September 17, 2022 at 3300 County Farm Road. This is an annual event for LACASA and we need to get your feedback by August 11, 2022 so that it can be sent to the Marion Board of Trustee meeting for review and approval. As always your prompt review is greatly appreciated. Let me know if you have any questions.

Dave Hamann
Zoning Administrator
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843
Phone (517) 546-1588
za@mariontownship.com

MARION TOWNSHIP
2877 W. COON LAKE ROAD
HOWELL, MI 48843
Phone 517-546-1588
Fax 517-546-6622

TRANSMITTAL

TO: Board of Trustees	DATE	September 8, 2022
	PROJECT	Knolls of Grass Lake Amendment to Site Plan
	VIA	Hand Delivery

WE ARE SENDING: Herewith Under Separate Cover

THE FOLLOWING:

Knolls of Grass Lake Amendment request to Site Plan and Master Deed Exhibit B packet.

FOR YOUR: approval/ denial as requested
 other review & comment

REMARKS:

Let me know if you have any questions!

FROM: Dave Hamann, Zoning Administrator

Copy: file



**Chestnut Home Builders
& Real Estate**

6253 Grand River Ave, Brighton 48114

Dear Marion Twp.,

8/29/22

We are submitting the attached draft amendment and site plan for review and approval.

The HOA at Knolls of Grass Lake in Marion Twp. has conditionally approved the new location of the home on lot 17. Their conditions are stated in the email correspondence dated July 27th, 2022. We submitted the attached site plan and received the approval from The Drain Commission on August 22, 2022 and the Township is the last approval we are seeking in order to obtain a Land Use Permit and to fulfill all conditions stated by the HOA.

Thank you for reviewing the packet attached.

Sincerely,

Steve Gronow, Owner of Chestnut
Steve Gronow, Owner

8/29/22, 11:20 AM

Chestnut Development Mail - Revised Home Location Lot 17



Kelly Ralko <permits@chestnutdev.com>

Revised Home Location Lot 17

Knolls of Grass Lake HOA <koglhoa@gmail.com>
To: Kelly Ralko <permits@chestnutdev.com>

Wed, Jul 27, 2022 at 8:28 PM

Hi Kelly,

The HOA Board of The Knolls of Grass Lake has reviewed the proposed site plan amendment and will provide an approval to amend the plan for site 17 on the master deed with the following changes:

- *The setback match the actual setback of completed site 15.
- *Pending the approval of all other vested entities.

Please reach out if you have any questions.

Thanks for contacting us!

Joe Cartwright
President, KOGL HOA
734-323-2406
[Quoted text hidden]

8/29/22, 11:21 AM

Chestnut Development Mail - 2751 Clivedon Rd, Knolls Lot 17 House Location Change



Kelly Ralko <permits@chestnutdev.com>

2751 Clivedon Rd, Knolls Lot 17 House Location Change

Darrin Burns <DBurns@livgov.com>
To: Kelly Ralko <permits@chestnutdev.com>
Cc: Mitch Dempsey <MDempsey@livgov.com>, Rod Soos <RSoos@livgov.com>

Mon, Aug 22, 2022 at 4:02 PM

Kelly,

Ken Recker & I discussed and reviewed the storm drain plan & the Drain District agreement & we do not have a problem with the amended location of the home.

Sorry to take so long to get back with you—

Darrin J. Burns

Engineering Surveyor

Livingston County Drain Commissioner's Office

2300 East Grand River

Howell, MI. 48843

dburns@livgov.com

517-546-0040 Office

517-552-6775 Direct

[Quoted text hidden]

THIRD AMENDMENT TO
THE MASTER DEED
FOR
THE KNOLLS AT GRASS LAKE CONDOMINIUM
MASTER DEED
PLAN 327
RECORDED AT LIBER 4698 PAGE 364,
AND AMENDED BY FIRST AMENDMENT TO THE MASTER DEED
RECORDED AT LIBER 4904 PAGE 0554
AND AMENDED BY SECOND AMENDMENT TO THE MASTER DEED
RECORDED AT 2009R-033095

RECITALS:

- A. This Amendment is made to amend Exhibit B to the Master Deed to alter the building envelope on Unit 17 of the Condominium Project as depicted on Exhibit B to the Master Deed.
- B. The Successor Developers in the Project have turned the administration of the Condominium Project over to The Knolls at Grass Lake Association ("Association") who has approved this amendment on behalf of the Project.
- C. This Amendment is made in accordance with Section 90 of the Michigan Condominium Act, Act 59 of 1978, MCLA 559.101 et seq., and also pursuant to Article IX of the Master Deed. The change set forth herein does not materially affect the rights of any Co-owner or mortgagee of the Project.

AMENDMENT

NOW, THEREFORE, the Master Deed is hereby amended as follows:

1. **Amendment to Exhibit B.** Exhibit B to the Master Deed is amended as follows:

Sheets 1, and 16 of Exhibit B – Cover Sheet and Unit and Perimeter Plan (Units 12-17, and 34-36) are hereby replaced in their entirety by the documents attached hereto and labeled Sheets 1, and 16, respectively.

2. **Continuing Effect.** Except as amended and modified by this Amendment, all terms and conditions of the Master Deed shall remain in full force and effect.

The Knolls of Grass Lake Condominium Association:

By: _____
Its: President

STATE OF MICHIGAN
COUNTY OF LIVINGSTON

The foregoing instrument was acknowledged before me this _____ day of _____, 2022, by _____, as President of The Knolls of Grass Lake Condominium Association.

NOTARY PUBLIC: _____
ACTING IN COUNTY OF LIVINGSTON
MY COMMISSION EXPIRES: _____

Drafted by and when recorded return to:
CATHERINE A. RIESTERER, ESQ.
Cooper & Riesterer, PLC, 7900 Grand River, Brighton, MI 48114
810-227-3103

REPLAT NO. 1 OF
LIVINGSTON COUNTY CONDOMINIUM
SUBDIVISION PLAN NO. 327
EXHIBIT B TO THE MASTER DEED OF

THE KNOLLS AT GRASS LAKE

MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

DEVELOPER

PADDOCK BUILDERS INC.
10420 OVERRILL DRIVE
BRIGHTON, MI 48114

ATTENTION: COUNTY REGISTER OF DEEDS:
THE CONDOMINIUM SUBDIVISION PLAN NUMBER MUST BE ASSIGNED TO THIS PROJECT. THE REGISTER OF DEEDS MUST BE ASSIGNED TO THIS PROJECT. IT MUST BE PROPERLY SHOWN IN THE TITLE ON THIS SHEET, AND THE SURVEYOR'S CERTIFICATE ON SHEET 2.

DRAWING INDEX	
SHEET NO.	DESCRIPTION
1	COVER SHEET
2	SURVEY PLAN
3	SURVEY DETAIL/EASEMENT PLAN
4	COMPOSITE PLAN
5-8	SITE PLAN
9-12	UTILITY PLAN
13-16	UNIT AREAS & PERIMETER PLAN (SHEET 16 ONLY)

NOTES:

- ALL STRUCTURES AND IMPROVEMENTS SHOWN EITHER HAVE BEEN CONSTRUCTED OR MUST BE BUILT.
- THE ASTERISK (*) AS SHOWN IN THE DRAWING INDEX INDICATES AMENDED OR NEW DRAWINGS WHICH ARE REVISED DATED: 9/27/2022. THESE SHOULD BE REPLACED OR BE SUPPLEMENTAL TO THOSE PREVIOUSLY RECORDED.

MUST BE BUILT
PROPOSED: OCTOBER 12, 2024 AS-BUILT: -

PREPARED BY:

MONUMENT ENGINEERING GROUP ASSOCIATES, INC
INNOVATIVE GEOSPATIAL &
ENGINEERING SOLUTIONS
288 VETERANS DRIVE
200 SULLYVILLE, MI 48316
PHONE: 517-223-3512



COVER

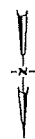
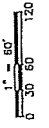
THE KNOLLS AT GRASS LAKE
PART OF THE NW 1/4 SEC. 27, T2N-R4E
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
BELANGERS & PADDOCK BUILDERS
5095 OLD US 23, BRIGHTON, MI
10420 OVERRILL DRIVE, BRIGHTON, MI
JOB # : 22-105 DRAWING DATE: 09/27/22
SCALE : 3/4" = 1' SHEET: 1
OFFICE: 313-723-3512

CONDOMINIUM BOUNDARY

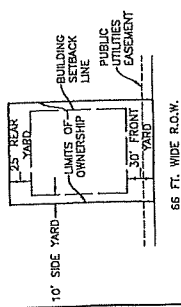
PART OF THE NORTHWEST 1/4 OF SECTION 27, T2N-R4E, MARION COUNTY, MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS, BEGINNING AT THE NORTHWEST CORNER OF SAID SECTION 27; THENCE ALONG THE NORTH LINE OF SAID SECTION 27, AS MONUMENTED, S 89°51'09" E, 120.00 FEET; THENCE S 00°11'30" E, 120.00 FEET; THENCE TO POINT "A"; THENCE CONTINUING ALONG SAID LINE AND ALONG THE WEST LINE OF "DERRYSHIRE FARMS," A SUBDIVISION AS RECORDED IN LIBER 37 OF PLATS, PAGES 41-42, LIVINGSTON COUNTY RECORDS, S 00°11'30" E, 1040.93 FEET (THE PREVIOUS TWO COURSES BEING RECORDED IN LIBER 1028, PAGE 375, AND LIBER 15-16, LIVINGSTON COUNTY RECORDS, ON THE FOLLOWING COURSE: 1) SOUTHWESTERLY ON AN ARC LEFT, HAVING A RADIUS OF 316.98 FEET, A RADIUS OF 273.82 FEET, A CENTRAL ANGLE OF 66°17'48", AND A LONG CHORD BEARING S 32°24'57" W, 298.55 FEET; 2) S 00°23'02" E (PREVIOUSLY RECORDED AS S 00°44'01" E), 329.90 FEET; THENCE ALONG THE EAST-WEST 1/4 LINE OF SAID SECTION 27, AS MONUMENTED, S 89°11'13" W, 117.57 FEET (PREVIOUSLY RECORDED AS S 89°11'13" W, 117.57 FEET); THENCE ALONG THE WEST 1/4 CORNER OF SAID SECTION 27, THENCE ALONG THE WEST LINE OF SAID SECTION 27, N 02°22'31" W (PREVIOUSLY RECORDED AS N 02°35'57" W), 984.57 FEET TO TRAVERSE POINT "B"; THE SOUTHWEST CORNER OF AN INTERMEDIATE TRAVERSE LINE BEGINNING AT TRAVERSE POINT "A" AND HAVING THE FOLLOWING COURSES:
1) S 65°46'39" W, 190.05 FEET; 2) N 75°42'41" W, 198.45 FEET; 3) S 87°01'53" W, 190.87 FEET; 4) S 55°59'23" W, 240.19 FEET; 5) S 03°33'07" W, 159.70 FEET; 6) S 34°22'17" W, 296.70 FEET; 7) S 45°52'15" W, 149.78 FEET; 8) N 64°27'13" W, 48.10 FEET TO AFORMENTIONED TRAVERSE POINT "B"; THENCE CONTINUING ALONG THE WEST LINE OF SAID SECTION 27, THENCE ALONG THE WEST LINE OF SAID SECTION 27, CONTAINING 76.95 ACRES, MORE OR LESS, INCLUDING THE USE OF A 66 FOOT WIDE, PRIVATE EASEMENT FOR INGRESS, EGRESS, AND PUBLIC UTILITIES AS DESCRIBED IN LIBER 1028, PAGE 375, LIVINGSTON COUNTY RECORDS, SUBJECT TO ANY OTHER EASEMENTS OR RESTRICTIONS OF RECORD.

UNIT AREAS & PERIMETER

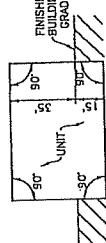
SCHEDULE OF UNIT AREAS		
UNIT NO.	SQ. FT.	UNIT NO. SQ. FT.
12	41749	17
13	27170	34
14	22256	35
15	24413	36
16	28278	



CURVE DATA				
CURVE NO.	RADIUS	CENTRAL ANGLE	ARC LENGTH	CHORD LENGTH BEARING DIRECTIONAL
1	268.00	146°50'17"	686.83	513.71 N45°39'43"W
2	202.00	146°50'17"	517.69	387.20 N45°39'43"W
12	283.00	28°53'21"	142.69	572°21'49"W



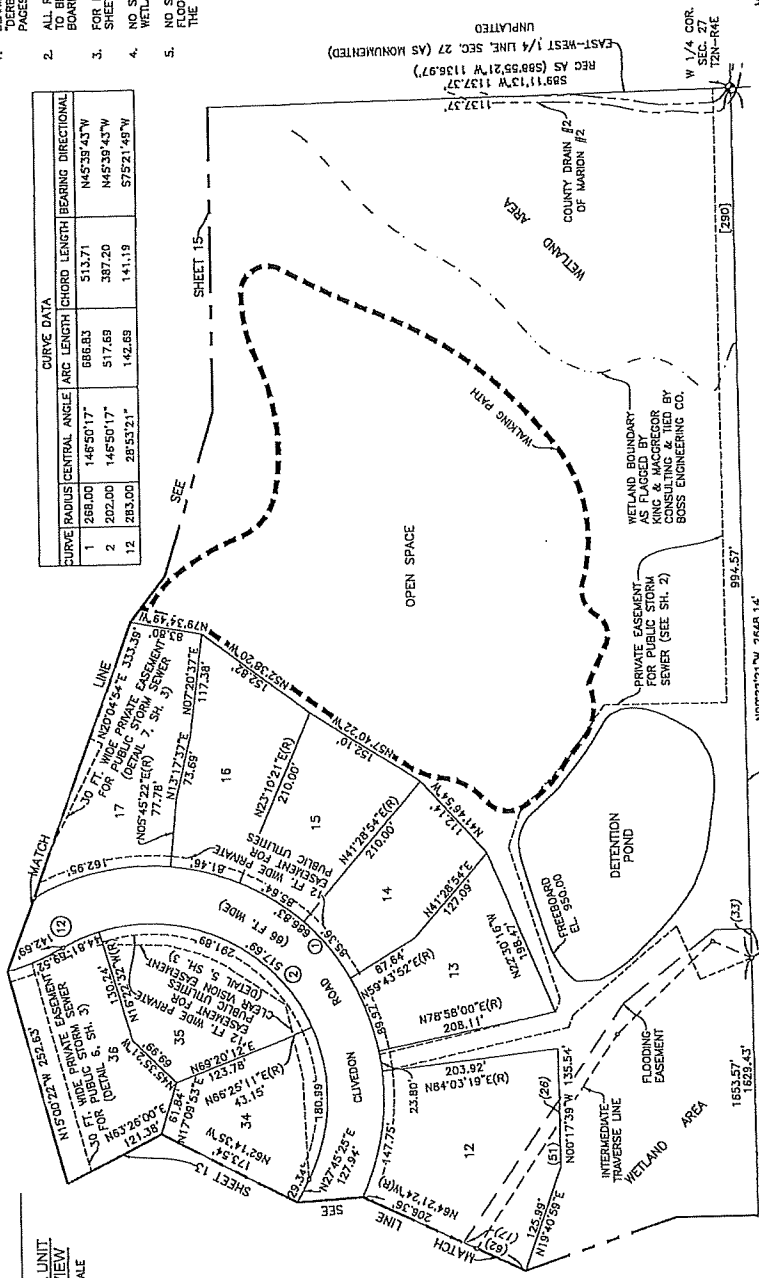
TYPICAL UNIT PLAN VIEW NO SCALE



TYPICAL UNIT SECTION NO SCALE

- NOTES:**
- BEARINGS WERE ESTABLISHED FROM THE S&T OF DEERSHIRE MAPS AND RECORDS, LIVINGSTON COUNTY RECORDS, PAGES 41 AND 42, LIVINGSTON COUNTY RECORDS.
 - ALL ROADS ARE PRIVATE ROADS THAT ARE EXPECTED TO BE DEDICATED TO THE PUBLIC IN THE NEAR FUTURE. BOARD OF ROAD COMMISSIONERS IN THE FUTURE.
 - FOR EASEMENTS NOT DETAILED ON THIS PLAN, SEE SHEETS 2 & 3.
 - NO STRUCTURES MAY BE CONSTRUCTED WITHIN THE WETLANDS WITHOUT PERMIT FROM IDEQ.
 - NO STRUCTURES MAY BE CONSTRUCTED WITHIN THE FLOODING EASEMENT WITHOUT THE APPROVAL OF THE LIVINGSTON COUNTY DRAINAGE COMMISSIONER.

- LEGEND**
- CONCRETE MONUMENT 4" DIAMETER
 - 36" LONG ENCASED 1" IRON ROD
 - UNIT NUMBER
 - (12) DISTANCE FROM TRAVERSE LINE TO UNIT LINE OR BOUNDARY LINE
 - (15) DISTANCE FROM FLOODING EASEMENT TO TRAVERSE LINE OR BOUNDARY LINE
 - [25] DISTANCE FROM WETLAND LINE TO TRAVERSE LINE OR BOUNDARY LINE
 - (R) RADIAL UNIT LINE
 - (NR) NON-RADIAL UNIT LINE
 - (1) CURVE NUMBER
 - WETLAND BOUNDARY LINE



MUST BE BUILT OCTOBER 12, 2004. AS-BUILT: --

PROPOSED: OCTOBER 12, 2004.



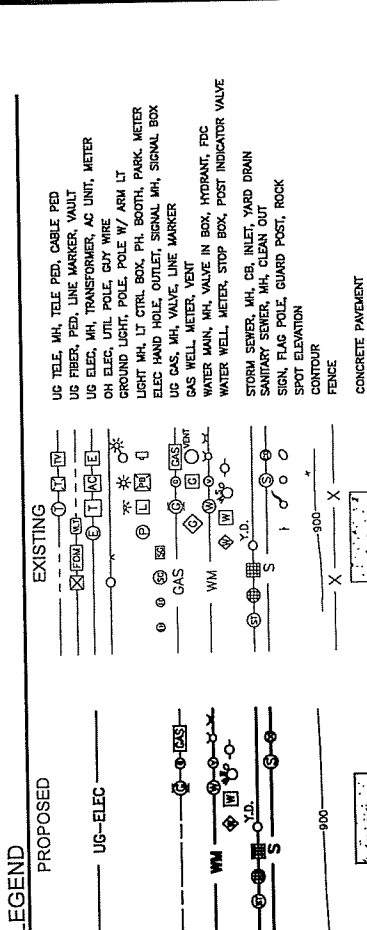
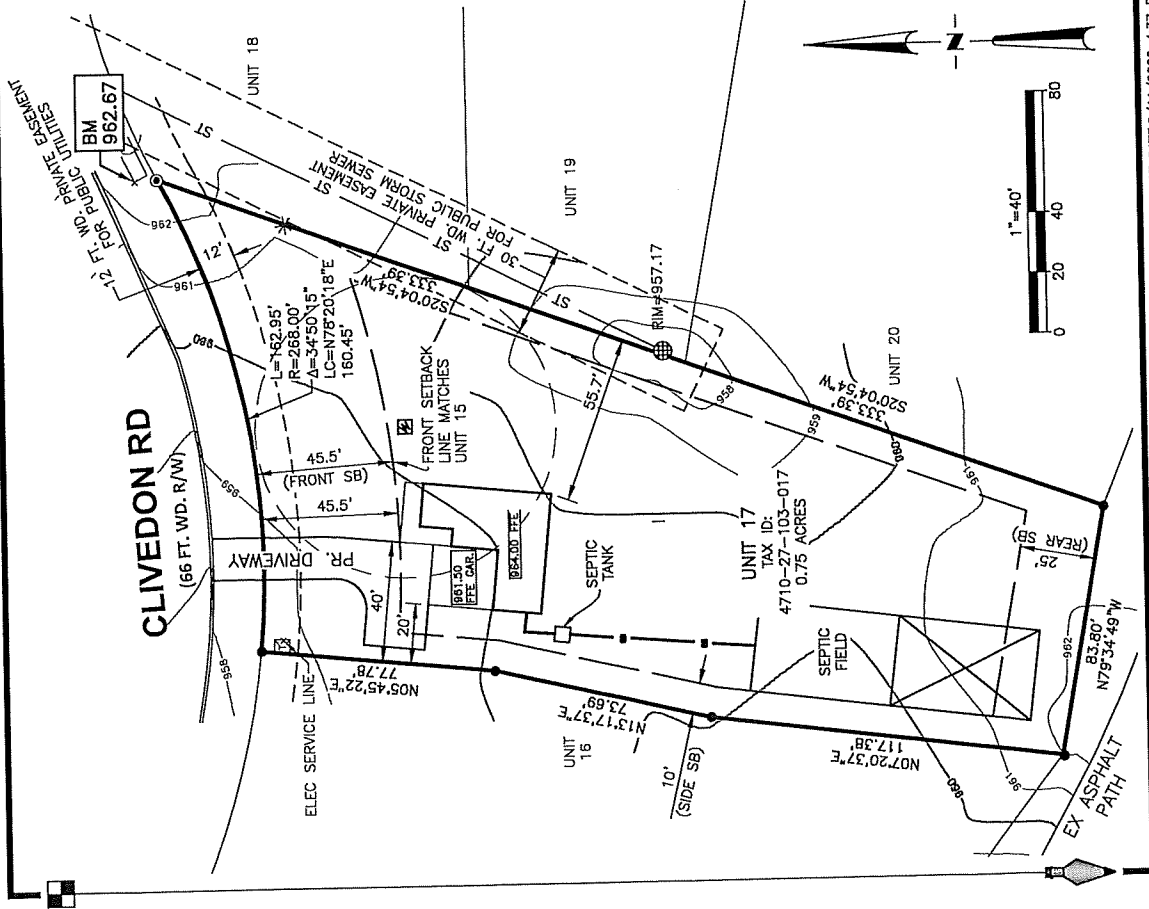
UNIT AREAS & PERIMETER

THE KNOILLS AT GRASS LAKE
PART OF THE NW 1/4 SEC. 27, T2N-R4E
MARION TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN

BELANGERS & PADDOCK BUILDERS
5095 OLD US 23, BRIGHTON, MI
10420 OYERHILL DRIVE, BRIGHTON, MI

JOB # : 22-105 DRAWING NO. : CHG. MB
SCALE : 1"=60' SHEET : 16
DATE : 9/22/2023

284 VETERANS DRIVE
FOWLERVILLE,
MICHIGAN 48836
(OFFICE) 517-233-3522



- GENERAL NOTES:**
- All interior grades (Architectural) shall be verified by the builder, architect and/or contractor prior to construction. All trades must use the architectural plans of record for construction.
 - Verify building dimensions per Architectural plan prior to construction.
 - Owner, builder and/or any contractors shall comply with all local codes and/or ordinances. Approval of this plan does not relieve any parties from those compliance s.
 - Contractor shall notify the local municipality Water and Sewer Department a minimum of 48 hours prior to the start of construction.
 - Call Miss Dig (1-800-482-7171) three working days prior to the start of construction.
 - The contractor is responsible for all damage to existing utilities.
 - The regional drainage pattern from SE to NW should be maintained in the rear yard.
- GRADING LEGEND**
- PROPOSED TOP OF FINISH GRADE
 - PROPOSED SIDEWALK GRADE
 - PROPOSED FINISH GRADE
 - PROPOSED TOP CURB GRADE
 - PROPOSED GUTTER PAN GRADE
 - MATCH EXISTING
 - PROPOSED RIM GRADE
 - FINISH FLOOR ELEVATION
 - WALK OUT ELEVATION

BENCHMARKS

DATE: MAY 2008
 BM: NW CORNER CONCRETE SIDEWALK NEAR THE PROPERTY CORNER ELEV = 982.67

LEGEND

PROPOSED
 UG-ELEC

EXISTING
 UC TELE, MH, TELE PED, CABLE PED
 UG FIBER, PED, LINE MARKER, VAULT
 UG ELEC, MH, TRANSFORMER, AC UNIT, METER
 OH ELEC, UTIL, POLE, W/ WIRE
 GROUND LIGHT, POLE, W/ ARM, LT
 LIGHT MH, LT CTRL BOX, PH. BOOTH, PARK. METER
 ELEC HAND HOLE, OUTLET, SIGNAL MH, SIGNAL BOX
 UG GAS, MH, VALVE, LINE MARKER
 GAS WELL, METER, VENT
 WATER MAN, MH, VALVE IN BOX, HYDRANT, FDC
 WATER WELL, METER, STOP BOX, POST INDICATOR VALVE
 STORM SEWER, MH, CB, INLET, YARD DRAIN
 SANITARY SEWER, MH, CLEAN OUT
 SIGN, FLAG POLE, GUARD POST, ROCK
 SPOT ELEVATION
 CONTOUR
 FENCE
 CONCRETE PAVEMENT

LEGAL DESCRIPTION

SEC 27 72N 17E UNIT 17, THE KNUOLS AT GRASS LANE
 384-428, MARION TOWNSHIP, LIVINGSTON COUNTY,
 MICHIGAN.

GRADING LEGEND

PROPOSED TOP OF FINISH GRADE
 PROPOSED SIDEWALK GRADE
 PROPOSED FINISH GRADE
 PROPOSED TOP CURB GRADE
 PROPOSED GUTTER PAN GRADE
 MATCH EXISTING
 PROPOSED RIM GRADE
 FINISH FLOOR ELEVATION
 WALK OUT ELEVATION

BENCHMARKS

DATE: MAY 2008
 BM: NW CORNER CONCRETE SIDEWALK NEAR THE PROPERTY CORNER ELEV = 982.67

BENCHMARS

DATE: MAY 2008
 BM: NW CORNER CONCRETE SIDEWALK NEAR THE PROPERTY CORNER ELEV = 982.67

CLIENT: CHESTNUT

72N-R4E SEC. 27 MARION
 (M) - Measured Dist. (R) - Recorded Dist.
 ● MON - Found Concrete Monument
 ● FR/P - Found Iron Rod/Pipe
 ○ SIR - Set Iron Rod
 △ MAG - Set Magnetic Nail
 P.O.B./E - Point of Beginning/Ending
 ⊙ Soil Evaluation Dig
 ⊙ - - - - - Fence

298 VETERANS DRIVE
 FOWLERVILLE,
 MICHIGAN 48836
 (OFFICE) 517-223-3512

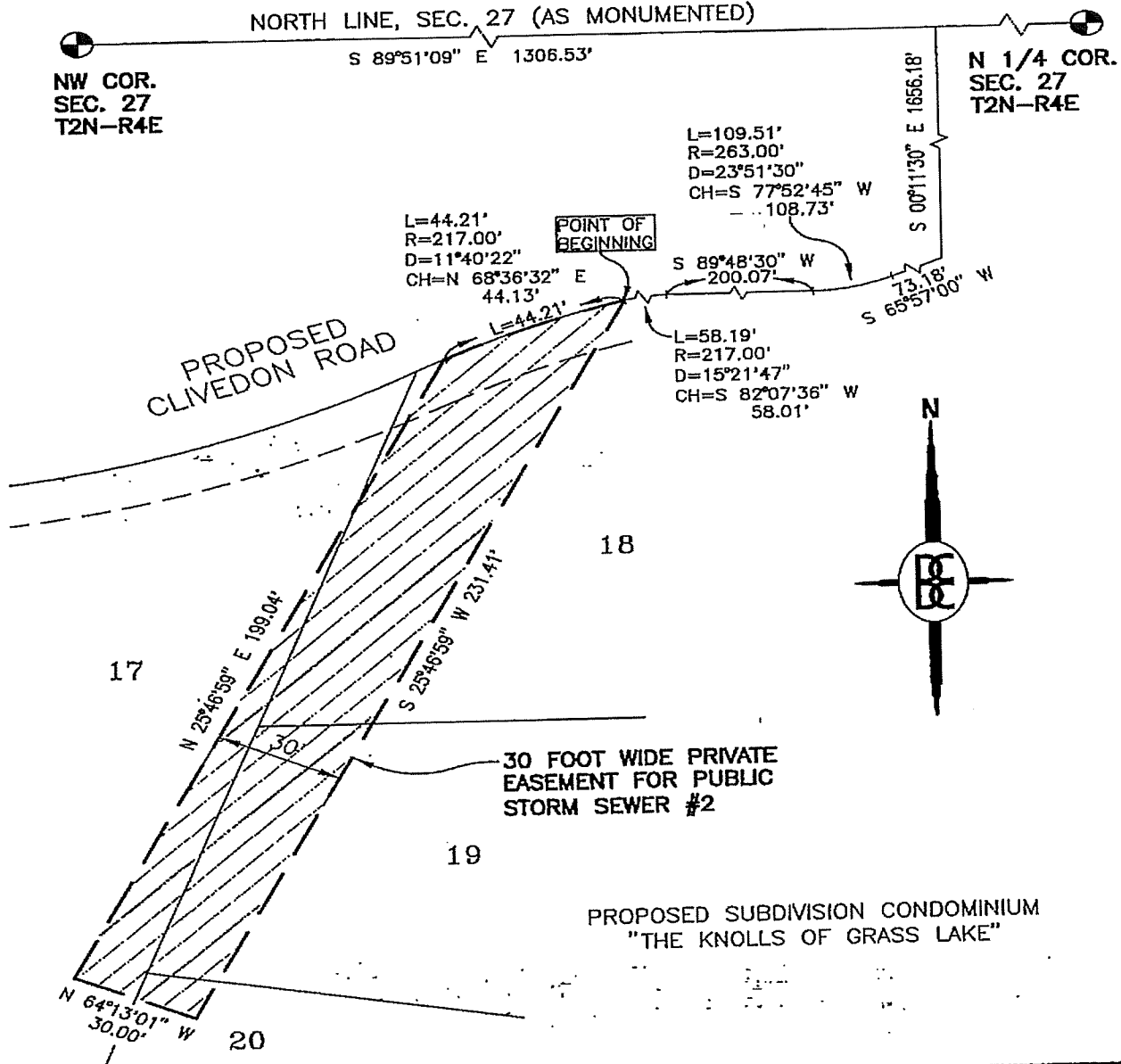
INNOVATIVE GEOSPATIAL
 & ENGINEERING SOLUTIONS

ENGINEERING Associates, Inc. MICHIGAN

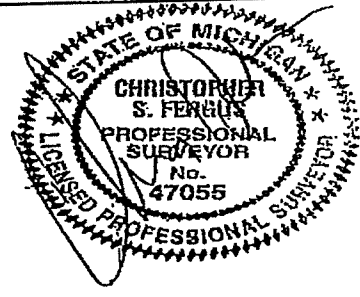
REVISD DATE: 8/11/22
 DATE: 4/15/2022
 DR. BY: MA, DC
 JOB No. 22-079
 SHEET: 1 of 1
 SCALE: 1" = 40'

CHK: AP

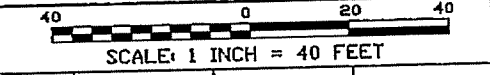
30 FOOT WIDE PRIVATE EASEMENT FOR PUBLIC STORM SEWER #2



DESCRIPTION:
PART OF THE
NORTHWEST 1/4,
SECTION 27, T2N-R4E,
MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN



CLIENT:
THE KNOLLS AT
GRASS LAKE

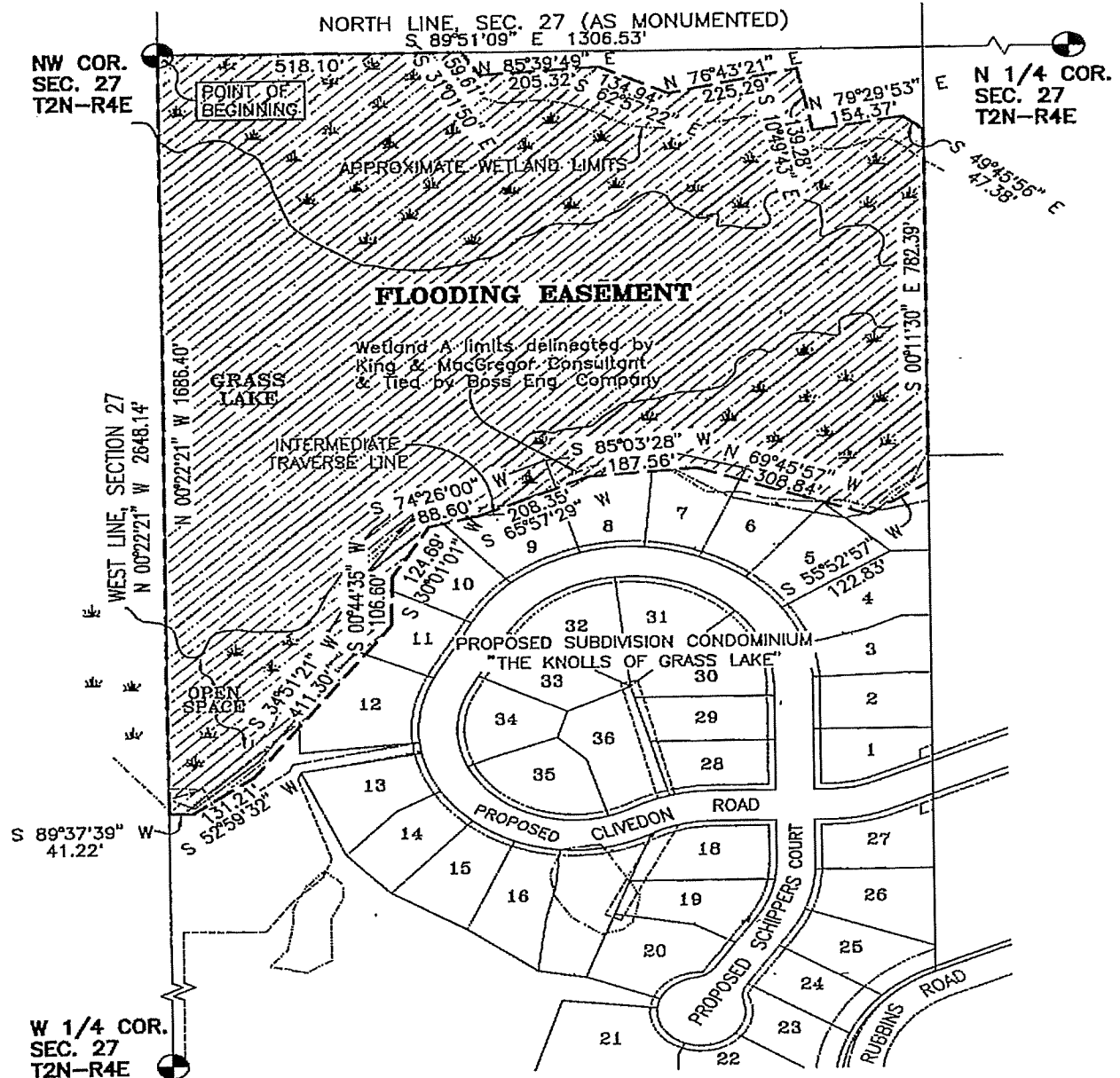


- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - + = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

JOB NO. 01658
SHEET 1 OF 2

DATE 05-07-04
CREW DR. AEB CK. [initials]

FLOODING EASEMENT



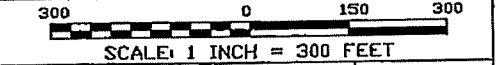
DESCRIPTION:
PART OF THE
NORTHWEST 1/4,
SECTION 27, T2N-R4E,
MARION TOWNSHIP,
LIVINGSTON COUNTY,
MICHIGAN

BOSS ENGINEERING
ENGINEERS • SURVEYORS • PLANNERS
LANDSCAPE ARCHITECTS
(C-104; bdbosseng.com)

LIVINGSTON COUNTY: 3121 E. GRAND RIVER AVE. HOWELL, MI 48843 (800) 244-8735; FAX (517) 544-1870
OWASCO COUNTY: 7125 ORCHARD LAKE RD., SUITE 300 WEST ALDORFIELD, MI 48152 (800) 761-0066; FAX (248) 624-9480



CLIENT:
THE KNOLLS AT
GRASS LAKE



- LEGEND
- = IRON SET
 - = IRON FOUND
 - ⊙ = MONUMENT FOUND
 - *- = FENCE
 - (R) = RECORDED
 - (M) = MEASURED

JOB NO. 01658
SHEET 1 OF 2

DATE 05-06-04
CREW DR. AEB CK. *AB*

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer time-payment request from Rose Hasenbusch
Lead construction for water and sewer
Date: July 14, 2022

Attached is an email from Rose Hasenbusch requesting a time-payment for one sewer REU to be used in a new home on a recently created parcel on Foxfire.

They are expecting to apply for a land use permit around September of 2022. The attached amortization schedule has a down payment date of 9/1/2022 and can be adjusted to the actual date when the land use permit is issued.

Also attached are documents to be used for time-payments:

- Agreement (Modifications made by attorney are redlined)
- Legal Description
- Amortization Schedule
- Water lead sheet
- Orthophoto of parcels

The paid-in-full water REU was moved from their home on Mason Road to the adjacent vacant parcel per their request as a result of the land division creating the new vacant parcel. The water REU was paid prior to the revisions to the MHOG Master Operating Agreement that specifies that we send \$3,500 of each REU to MHOG.

There is a curb stop installed for the Mason Road property. The new parcel does not have water or sewer leads.

The sewer main is in the right-of-way adjacent to the property. The water main is on the other side of Foxfire and will require boring and a live tap.

The Board needs to decide on the time-payment agreement, and if approved on who pays for construction of the connections.

TOWNSHIP OF MARION
AGREEMENT FOR PAYMENT OF MUNICIPAL SEWER REU CHARGES

This Agreement for Payment of Municipal Sewer REU Charges ("Agreement") is made on September 1, 2022 by and between Marion Township, a Michigan General Law Township, whose address is 2877 West Coon Lake Road, Howell Michigan 48843 ("Township") and Reginal K. Hasenbusch and Rose M. Hasenbusch, 1335 Mason Rd. Howell MI 48843 ("Owner").

WHEREAS, the Owner owns certain real estate located within the Township, identified as Vacant Land, Foxfire Dr, Marion Township, Property Identification Number 4710-02-100-020 (the "Property") legal description attached as exhibit A;

WHEREAS, a General Notice of Limitations of Liability as to Legal Descriptions: The legal description attached to Exhibit A is given to the attorney and are presumed to be correct. The descriptions are copied verbatim from the descriptions provided by the Owner. Any misspellings or typographical errors are unintended. The attorney assumes no responsibility for such descriptions or for encroachments or overlapping that might be revealed by a stake survey. The attorney renders no opinion of a legal nature, such as to ownership of the property or condition of title and instead recommends an ALTA survey and a Title Insurance Policy to determine the exact nature of the legal descriptions, but the Township and the Owner have declined and opted to go with the above descriptions and a title insurance for the purpose of this Agreement.

WHEREAS, the Owner has provided the Township with a title search on the Property performed by a company authorized and licensed to perform title searches in the State of Michigan that is less

than thirty (30) days old at the date of execution of this Agreement and showing all parties of interest, including mortgage interest and lienholders.

WHEREAS, in addition to the Owner, each party with an interest in the Property, as revealed by this title search, has joined in executing this Agreement.

WHEREAS, the Township has the ability to sell access to Municipal Sanitary Sewer System that serves certain areas of the Township including the Property;

WHEREAS, the owner intends to connect the Property to the Township's Municipal Sanitary Sewer System which will result in a Sewer REU Charge being due to the Township in the amount of \$9,000.00 (the "Sewer REU Charge");

WHEREAS, the Township and the Owner wish to enter into an Agreement to provide for the manner of payment of the Sewer REU Charge;

WHEREAS, the Township Board, based upon the promises and commitments of the Owner and any other party in interest agreed to herein, approved this Agreement at a Regular Township Board Meeting held on June 23, 2022.

WHEREAS, the Property is located in a Sewer Special Assessment District established by Resolution No. _____, but has not been previously placed on an existing assessment roll for the costs of the Sewer REU(s) the Owner contemplates purchasing under the terms of this Agreement.

NOW, THEREFORE, in consideration of mutual promises, performances, covenants, and payment obligations of the parties, it is hereby agreed as follows:

Section 1. Property. The Owner represents and warrants that it has fee simple legal title to the Property or that any other party with an interest in the Property has been revealed by the Title Search the Owner provided and has signed this Agreement below.

Section 2. Sewer REU Charge. Based on Owner's plans for the Property, the Township has determined that a Sewer REU charge of \$9,000.00 is due. The Owner acknowledges and agrees that such

Sewer REU Charge is due to the Township and that the REU charge is a correct and accurate charge for the owner's proposed use of the property.

Section 3. Payment of the Owner's Sewer REU Charge.

Instead of paying the Owner's Sewer REU Charge in a single payment, the Owner has requested to pay such charge by paying a 25% down payment and the balance in five installment payments with interest at five (5%) percent per year on the unpaid balance to be included on the summer property tax bill for the property. The payment schedule is attached to this document as Exhibit B.

In addition to the charges set forth within this Agreement, the Owner is responsible for paying the normal fees associated with the Township's Sanitary Sewer Service such as meter fees, permit fees, and inspection fees.

Section 4. Special Assessment Lien. The Owner and any other party with an interest in the Property and the Township agree that this Agreement shall constitute a special assessment lien on the Property in the amount of the balance due on the Owner's Sewer REU Charge pursuant to Act 188, Michigan Public Acts of 1954, as amended, MCL 41.721 et seq. ("Act 188"). The Owner and any other party with an interest in the Property executing below specifically acknowledges that it is entitled to certain public hearings and notices pursuant to the provisions of Act 188, and Owner and any party in interest in the Property signing below voluntarily agrees to waive its rights to such public hearings and notices and waives its rights to protest the assessment or lien. The Owner and any party in interest signing below specifically agrees that the special assessment lien created by this Agreement is a valid and binding lien, enforceable in accordance with the terms of Act 188 and the laws of the State of Michigan. The Township shall have the rights to enforce this lien as provided under Act 188 and the laws of the State of Michigan, including but not limited to imposing penalties and additional interest, placing delinquent special assessments on the Township's ad valorem tax roll (which could result in the Property being sold at a tax sale if such delinquent assessments are not paid) and disconnection of the Property from the Sanitary Sewer System. The Owner and any party in interest signing below agrees that this Agreement, or a memorandum of this Agreement may be recorded with the Livingston County Register of Deeds office. The Owner and any party in interest signing below warrants, agrees and covenants with the Township that it shall take no action to challenge the lien created hereby and the

Owner and any party in interest signing warrants, agrees and covenants that it will not take any other steps to question the legal effect of the lien created by this Agreement. Owner and any party in interest signing below acknowledges that the lien created by this Agreement shall run with the land and shall be paid in accordance with this Agreement by any future owner of the Property or any other future party obtaining an interest in the property. Furthermore, the Owner's Sewer REU Charge shall be paid regardless of whether the Property makes full use of the number of REUs associated with the Property.

As a special assessment, the Owner and any other party in interest signing below, along with their successors and assigns agree that this Agreement, the obligations contained therein, and the Special Assessment Lien shall survive any foreclosure action on the property.

The Township and the Owner, along with any other party in interest, reserve the right, but not the responsibility, to enter into a written agreement at a future date to amend the special assessment repayment terms set forth above. In which case, the Owner and any other party with an interest in the Property executing below specifically acknowledges that it is entitled to certain public hearings and notices pursuant to the provisions of Act 188, and Owner and any party in interest in the Property signing below voluntarily agrees to waive its rights to such public hearings and notices and waives its rights to protest the assessment or lien, if modified in the future. The Owner and any party in interest signing below specifically agrees that any future repayment modification agreement of the special assessment lien created by this Agreement is a valid and binding lien, enforceable in accordance with the terms of Act 188 and the laws of the State of Michigan. The Township shall have the rights to enforce the lien as provided under Act 188 and the laws of the State of Michigan, including but not limited to imposing penalties and additional interest, placing delinquent special assessments on the Township's ad valorem tax roll (which could result in the Property being sold at a tax sale if such delinquent assessments are not paid) and disconnection of the Property from the Sanitary Sewer System.

Section 5. Operation and Maintenance Costs. In addition to any other special assessments levied on the Property and the Owner's Sewer REU Charge, the Property and the users of the Sewer System shall be subject to continuing operating and maintenance ("O&M") charges and capital charges in accordance with the Township's policies and ordinances. The Property and the users of the Sewer System shall

also be subject to all other fees and charges for use of the Sewer System as set forth in any and all applicable Township policies and ordinances.

Section 6. Ordinance Compliance. The Owner and all parties of interest signing below acknowledges that they are subject to and will comply with all present and future Township ordinances and/or policies pertaining to the use of the Sewer System.

Section 7. Easement Grants. The Owner and all parties in interest signing below agree to grant and convey to the Township any easements that may be necessary on the Property in order for the Sewer System to serve the property. If the Owner and other owners of interest in the Property fail to execute the Easement within thirty (30) days of its presentation to them, the Township may draft and record a notice easement against the Property for said right-of-way to provide sanitary sewer service to the Property, along with a copy of this Agreement and the Easement shall be considered a binding and enforceable easement, as if the Owner and other parties in interest to the Property had signed the Easement.

Section 8. Entire Agreement, Modification, Severability. This Agreement contains the entire understanding between the parties and any representations, inducements, promises or agreements, oral or otherwise, entered into prior to the execution of this Agreement are null and void and will not alter the conditions set forth herein. The Agreement shall not be modified in any manner, except by an instrument in writing executed by the parties. If any term or provision of this Agreement, or the application thereof to any person or circumstances shall, to any extent, be declared invalid or unenforceable by a court of competent jurisdiction, the remainder of the terms of the Agreement shall remain in full force and effect and shall not be affected by any such declaration.

Section 9. Counterparts. This Agreement may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute one and the same instrument.

Section 10. Governing Law. The laws of the State of Michigan shall govern the validity, performance and enforcement of this Agreement.

Section 11. Running with the Land and Assignment. This Agreement shall be binding on and inure for the benefit of the parties hereto, their heirs, representatives, successors, and assigns. The rights granted herein to the Township may be assigned by the Township in whole or in part. The obligations imposed upon the Property may not be assigned without the written permission of the Township.

Section 12. Deed Restriction. If for any reason a court of competent jurisdiction were to determine that the above agreement did not constitute a special assessment under the provisions of Act 188, Michigan Public Acts of 1954, as amended, MCL 41.721 et seq. ("Act 188"), then these parties agree that the Court shall treat this Agreement as a private deed restriction within the meaning of MCL 211.78k (5) (e). As such, in a foreclosure sale, this Agreement and the obligations contained therein and liened upon the Property shall not be extinguished.

Section 13. Attorney Fees. If the Owner or other party in interest, or their successors, assigns, heirs, or representatives challenges this Agreement in the future and the challenge is unsuccessful, then that party shall pay the Township's actual legal fees and costs for defending said action.

Section 14. Effective Date. This Agreement shall be effective as of the date first written above.

Section 15. Consideration. The consideration for the execution of this Agreement is the \$9,000 cost of the REU. The Owner shall pay the State and County Transfer Tax on the consideration in the amount of \$77.40 (\$8.60 x 9) and the recording fee of \$30.00 to the Township upon execution of this Agreement in addition to the Twenty-Five (25%) Percent Downpayment.

Section 16. Indemnification and Hold Harmless. The Owner hereby agrees to indemnify, save, and hold the Township harmless from any and all claims, debts, causes of action, or judgments with regards to the property and this Agreement by anyone.

OWNERS:

Reginal K. Hasenbusch

Rose M. Hasenbusch

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this ____ day
of _____, by _____

_____, Notary Public
_____, County Michigan
Acting in _____ County
My commission expires _____

PREPARED BY:

John L. Gormley (P-53539)
Gormley & Johnson Law Offices, PLC
101 East Grand River Ave.
Fowlerville, MI 48836

WHEN RECORDED RETURN TO:

Marion Township
Attn: Clerk
2877 West Coon Lake Road
Howell, MI 48843

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer time-payment request from Rose Hasenbusch
Lead construction for water and sewer
Date: July 14, 2022

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- Amortization Schedule
- Water lead sheet
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The Board needs to decide on the time-payment agreement, and if approved on who pays for construction of the connections.

EXHIBIT "A"

Land situated in the Township of Marion, County of Livingston, State of Michigan

A PART OF THE NW 1/4 SEC 2 & A PART OF OUTLOT "C" OF FOXCROFT SUB, T2N-R4E;
COMM AT NW COR SEC 2, TH N89*22'58"E 422.69FT ALG C/L OF MASON RD, TH
S00*37'02"E 50FT, TH N89*22'58"E 241.75FT, TH S02*00'13"E 260.48FT FOR A POB; TH
CONT S02*00'13"E 257.54FT, TH S89*22'18"W 254FT, TH N02*00'13"W 257.58FT, TH
N89*22'56"E 254FT TO THE POB. CONT 1.50 ACRES +/-

SPLIT ON 04/18/2017 FROM 4710-02-100-004;

Current parcel number: 4710-02-100-020

Parcel Number
X2340 Sewer Time Payments

9,000.00 Original REU Fee
 5.0000% Interest Rate
 9/1/2022 Down Payment Date
 2,250.00 Down Payment Amount (25%)
 6,750.00 Balance Financed
 1,350.00 Annual Principal Payment
 7/1/2023 First Tax Bill Date

Payment Year	Annual Principal	Annual Interest	Total Time Payment	Remaining Balance	Cummulative Time Payments
2023	1,350.00	280.17	1,630.17	5,400.00	1,630.17
2024	1,350.00	270.00	1,620.00	4,050.00	3,250.17
2025	1,350.00	202.50	1,552.50	2,700.00	4,802.67
2026	1,350.00	135.00	1,485.00	1,350.00	6,287.67
2027	1,350.00	67.50	1,417.50	-	7,705.17
Totals	6,750.00	955.17	7,705.17		

ASBUILT



House Lateral Location

Project: MARION Twp. Water Improvements

Date: _____

House #: 1335

Street: MASON RD.

GP or MH #: _____

Distance from D/S MH or GP: _____

Length of Lateral: _____

Lead Witnessed With: _____

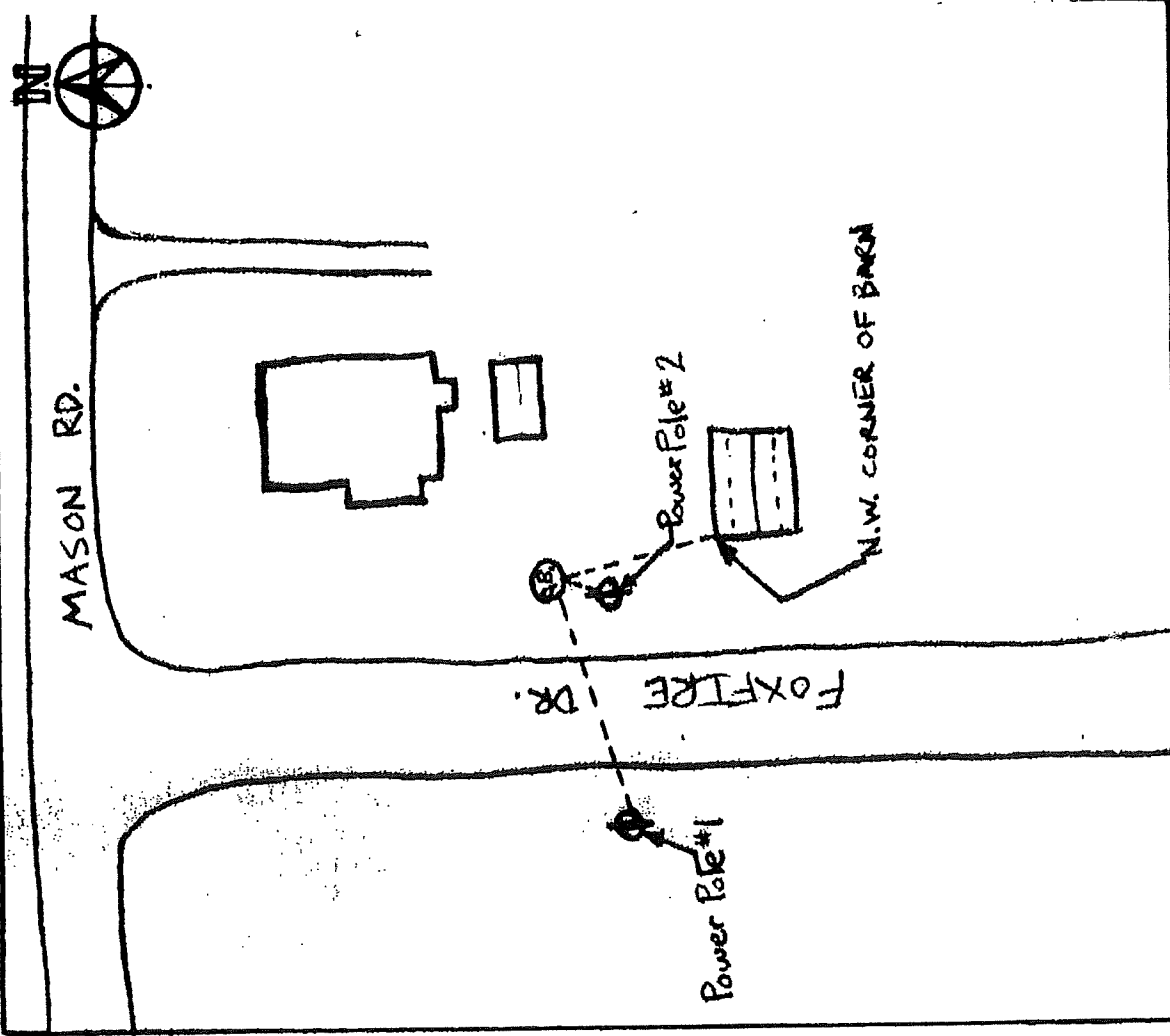
Lead Depth @ PL: _____

Inspector MIKE HENDERSON

Crew #: _____

(Use Back for Remarks)

SKETCH



61 L.F. FROM Power Pole #1

10 L.F. FROM Power Pole #2

46 L.F. FROM N.W. CORNER OF BARN



MASON

Hasenbusch home at
Mason and Foxfire

Property Lines

Sewer Line

Water Line

FOXFIRE

Hasenbusch
Disposed new home

INTEREST EARNED REPORT FY2022

INVESTMENT INTEREST EARNED REP

GENERAL FUND	BALANCE 6/30/2021	July	Aug	Sept	1st QTR	Oct	Nov	Dec
FNBH Sav #819599	\$ 320,628.50	\$ 56.66	\$ 40.86	\$ 39.54	\$ 137.06	\$ 40.86	\$ 37.06	\$ 38.23
FNBH Land Acq.#819342	\$ 226,055.57	\$ 30.35	\$ 19.20	\$ 23.12	\$ 72.67	\$ 31.99	\$ 30.97	\$ 32.00
FNBH GEN CHECKING #1C	\$ 1,928,017.12	\$ 286.17	\$ 203.58	\$ 208.30	\$ 698.05	\$ 162.69	\$ 157.30	\$ 165.35
The State Bank #37106 CC	\$ 249,492.77		\$ 997.97		\$ 997.97			\$ 30.20
Flagstar Bank #427853054	\$ 128,111.02				\$ -			
Flagstar Bank #128018365	\$ 113,351.85				\$ -			
Key Bank #22968300100	\$ 239,556.98	\$ 2.03	\$ 2.04	\$ 2.03	\$ 6.10	\$ 1.97	\$ 1.97	\$ 2.03
Monthly Totals	\$ 3,205,213.81	\$ 375.21	\$ 1,263.65	\$ 272.99	\$ 1,911.85	\$ 237.51	\$ 227.30	\$ 267.81

WATER FUND

WATER NU #205856	\$ 477,594.87	\$ 68.06	\$ 47.94	\$ 48.41	\$ 164.41	\$ 42.36	\$ 40.43	\$ 42.15
Monthly Totals	\$ 477,594.87	\$ 68.06	\$ 47.94	\$ 48.41	\$ 164.41	\$ 42.36	\$ 40.43	\$ 42.15

SEWER FUND

CIBC CD # 6981321	\$ 207,689.29				\$ -			
FNHB Sew OM #194910	\$ 193,386.85				\$ -			
MSUFUCU CD # X225	\$ 202,677.71	\$ 245.91		\$ 241.66	\$ 487.57	\$ 94.90	\$ 91.88	\$ 94.99
FNBH Sew NOW #206029	\$ 1,212,854.49	\$ 172.98	\$ 113.22	\$ 110.82	\$ 397.02	\$ 154.27	\$ 149.43	\$ 154.46
FNHB Sew NU #5102405	\$ 670,560.89				\$ -			
Mercantile Bank #4300172	\$ 203,859.37				\$ -			
CBIC CDARS #1023732161	\$ 2,008,995.59	\$ 221.84	\$ 221.84	\$ 214.74	\$ 668.42	\$ 203.74	\$ 165.20	\$ 170.75
Monthly Totals	\$ 4,700,024.19	\$ 640.73	\$ 335.06	\$ 567.22	\$ 1,543.01	\$ 452.91	\$ 406.51	\$ 420.20
Grand Total	\$ 8,382,832.87	\$ 1,084.00	\$ 1,646.65	\$ 888.62	\$ 3,619.27	\$ 732.78	\$ 674.24	\$ 730.16

1st Qtr (Jul-Sept)	\$ 3,619.27
2nd Qtr (Oct-Dec)	\$ 2,137.18
3rd Qtr (Jan-Mar)	\$ 3,468.63
4th Qtr (Mar-Jun)	\$ 4,442.24
July to June Total	\$ 13,667.32

\$ 50,416.40	Cemetery
\$ 25,573.80	Parks
\$ 789,511.47	LockBox
\$ 14,730.72	Flexible
\$ 169,337.35	Private Rd
\$ 102,300.46	Escrow
\$ 1.00	Curr Tax
\$ -	Delinq Tax
\$ 586,752.33	Relief
\$ 1,738,623.53	TOTAL
\$ 11,462,154.27	GRAND TOTAL

REPORT FY2022

	2nd QTR	Jan	Feb	Mar	3rd QTR	Apr	May	Jun	4th QTR	EARN YTD	BALANCE
23	\$ 116.15	\$ 38.31	\$ 34.56	\$ 22.41	\$ 95.28	\$ 8.11	\$ 8.13	\$ 13.88	\$ 30.12	\$ 378.61	\$ 321,007.11
.00	\$ 94.96	\$ 32.00	\$ 28.92	\$ 24.44	\$ 85.36	\$ 8.94	\$ 6.37	\$ 10.84	\$ 28.15	\$ 279.14	\$ 251,334.71
.35	\$ 485.34	\$ 182.85	\$ 167.65	\$ 135.14	\$ 465.64	\$ -	\$ -	\$ -	\$ -	\$ 1,669.03	\$ 2,357,207.65
.20	\$ 30.20	\$ -	\$ 62.11	\$ 42.56	\$ 104.67	\$ 39.83	\$ 43.95	\$ 103.03	\$ 186.81	\$ 1,319.65	\$ 250,812.42
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 128,111.02
	\$ -	\$ 288.94	\$ -	\$ -	\$ 288.94	\$ -	\$ -	\$ -	\$ -	\$ 288.94	\$ 113,640.79
.03	\$ 5.97	\$ 2.04	\$ 1.84	\$ 2.03	\$ 5.91	\$ 1.97	\$ 2.04	\$ 1.95	\$ 5.97	\$ 23.95	\$ 239,580.93
.81	\$ 732.62	\$ 544.14	\$ 295.08	\$ 226.58	\$ 1,065.80	\$ 58.85	\$ 60.49	\$ 129.71	\$ 249.05	\$ 3,959.32	\$ 3,661,694.63

1.15	\$ 124.94	\$ 41.28	\$ 39.95	\$ 48.31	\$ 129.54	\$ 13.11	\$ 14.86	\$ 37.36	\$ 65.33	\$ 484.22	\$ 519,502.28
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -
1.15	\$ 124.94	\$ 41.28	\$ 39.95	\$ 48.31	\$ 129.54	\$ 13.11	\$ 14.86	\$ 37.36	\$ 65.33	\$ 484.22	\$ 519,502.28

	\$ -	\$ 589.61	\$ -	\$ 589.61	\$ -	\$ 2.78	\$ 3.09	\$ 10.60	\$ 16.47	\$ 589.61	\$ 208,278.90
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 92.09	\$ 95.21	\$ 92.18	\$ 279.48	\$ 16.47	\$ 194,971.70
1.99	\$ 281.77	\$ 95.03	\$ 85.88	\$ 95.12	\$ 276.03	\$ 49.79	\$ 51.51	\$ 83.13	\$ 184.43	\$ 1,324.85	\$ 204,002.56
1.46	\$ 459.16	\$ 154.47	\$ 139.50	\$ 101.21	\$ 395.18	\$ 49.99	\$ 56.00	\$ 103.81	\$ 209.80	\$ 1,434.79	\$ 1,214,289.28
	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 209.80	\$ 1,502,288.17
	\$ -	\$ 516.73	\$ -	\$ 516.73	\$ -	\$ -	\$ -	\$ -	\$ -	\$ 516.73	\$ 204,376.10
1.75	\$ 539.69	\$ 170.75	\$ 154.24	\$ 170.75	\$ 495.74	\$ 578.60	\$ 1,452.52	\$ 1,406.66	\$ 3,437.68	\$ 5,131.53	\$ 2,014,127.12
0.20	\$ 1,279.62	\$ 936.98	\$ 969.23	\$ 367.08	\$ 2,273.29	\$ 773.15	\$ 1,658.33	\$ 1,696.38	\$ 4,127.86	\$ 9,223.78	\$ 5,542,333.83
0.16	\$ 2,137.18	\$ 1,522.40	\$ 1,304.26	\$ 641.97	\$ 3,468.63	\$ 845.11	\$ 1,733.68	\$ 1,863.45	\$ 4,442.24	\$ 13,667.32	\$ 9,723,530.74

REASONS FOR ADDING ON TO THE MARION TOWNSHIP HALL

The existing Marion Township building is in dire shape and beginning to deteriorate. The seals on the windows in the old hall(1980) are all broke and moisture is between the panes, the shingles on the roof are buckling and there have been several leaks including a huge leak in the file room where historical and permanent records must be kept. The wood is falling off of the outside of the building and the wood that is still intact is riddled with holes which bees are now inhabiting. Except for 3 offices there has not even been a coat of paint on the inside or outside of the building since it was added onto in 2004, that's 18 years with little or no maintenance.

There is little storage room left as we are now using a conference room to hold the election equipment that must be kept under lock and key. Boxes and documents line the hallways and any empty floor space that we have, not favorable to the fire inspections that occur annually.

The community deserves a nice place to hold their events, come to meetings, vote comfortably and be confident that the important records of the township are being kept in a safe environment that is in compliance with the record retention laws.

Voting reasons for needing an addition to Marion Township Hall: Michigan Election Law states that there shall be no more than 2999 registered voters per precinct. This is the count of Marion Township registered voters as of September 1, 2022:

Precinct #1- 2408 Registered Voters	591 voters away from splitting the precinct
Precinct #2-2852 Registered Voters	147 voters away from splitting the precinct
Precinct #3-1898 Registered Voters	1101 voters away from splitting the precinct
Precinct #4-2588 Registered Voters	411 voters away from splitting the precinct

It also states that there shall be 1 voting booth for every 100 voters.

MICHIGAN ELECTION LAW WEBSITE:

[http://www.legislature.mi.gov/\(S\(ssfuownckmljrraxqclvimog\)\)/mileg.aspx?page=getObject&objectName=mcl-chap168](http://www.legislature.mi.gov/(S(ssfuownckmljrraxqclvimog))/mileg.aspx?page=getObject&objectName=mcl-chap168)

PRECINCT BOUNDARY REQUIREMENTS: Michigan election law stipulates that all precincts “shall be composed as nearly as practicable of compact and contiguous territory and shall have clearly defined and clearly observable boundaries.” A “clearly observable boundary” is defined under the law as follows:

- A named road or street.
- A road or highway that is part of the federal, state primary, or state secondary road system.
- A river, stream, or drainage feature that is 40 feet or more in width.
- A natural or constructed permanent physical feature that is shown on an official county, city, or township map issued by the Department of Transportation or a United States geological survey topographical map.

PRECINCT SIZE LIMITS: Each precinct must not contain more than 2,999 active registered voters. Inactive voters registered within a precinct may be removed from the overall precinct count.

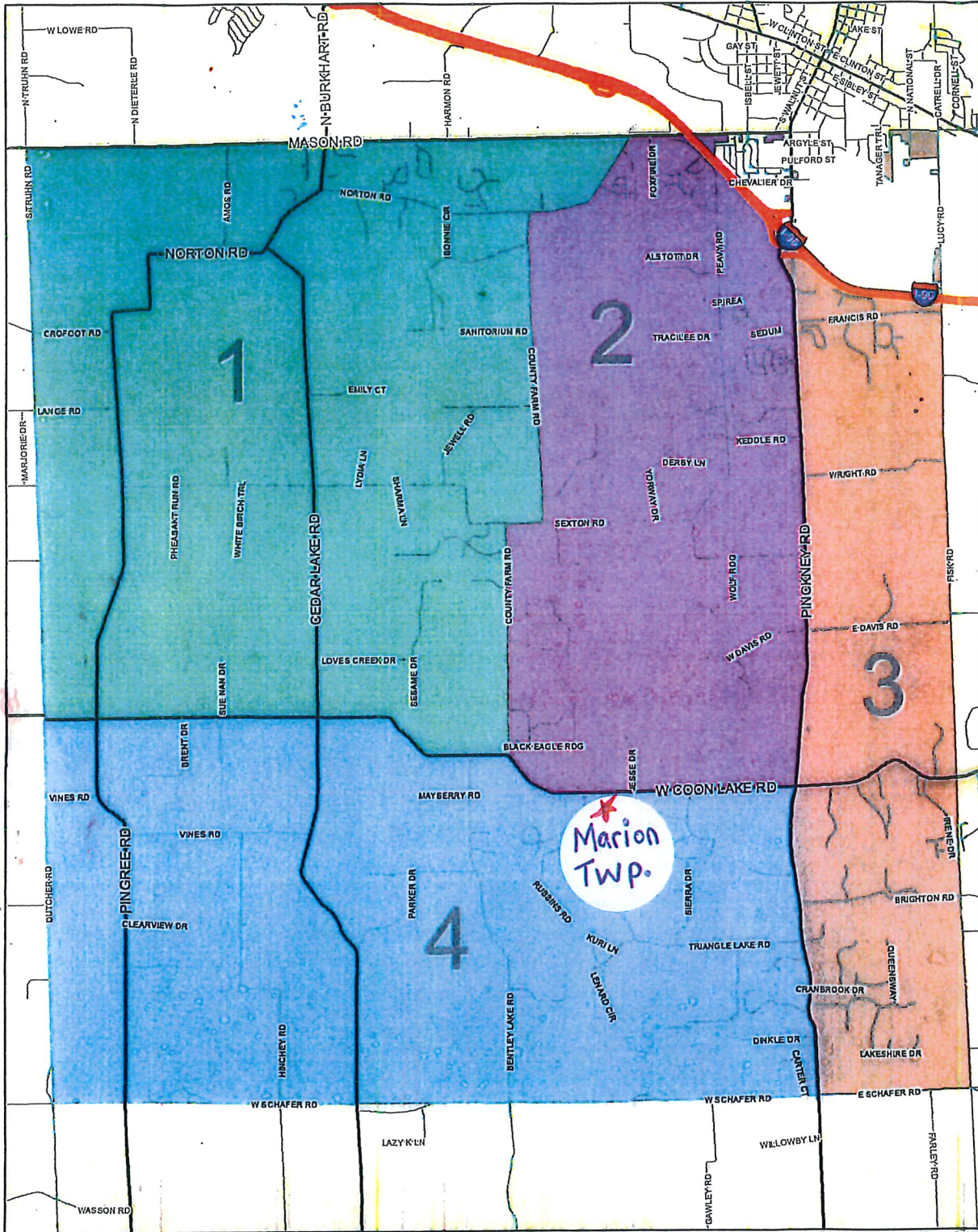
MICHIGAN ELECTION LAW (EXCERPT) Act 116 of 1954

168.664 Polling places; booths or temporary rooms, specifications.

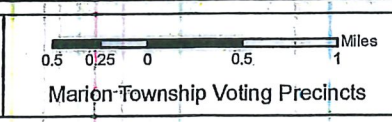
Sec. 664. On the inside of said railing, the said officers shall cause 1 or more booths or temporary rooms to be erected. At least 1 such booth shall be provided at each polling place and not less than 1 for each 100 persons entitled to vote thereat, as shown by the registration book of the precinct. Each such booth shall be built with walls not less than 6 feet high and in such manner that the person preparing his ballot shall be concealed from all other persons. In each booth there shall be provided a shelf of sufficient size with smooth surface on which ballots may be placed to be marked.














History: 1954, Act 116, Eff. June 1, 1955.

Popular name: Election Code



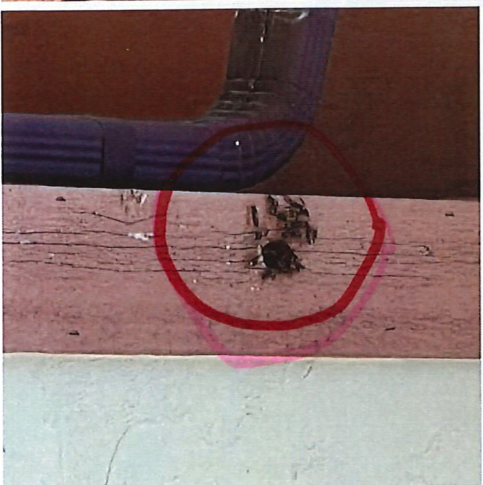

Livingston County, Michigan
Information Technology Department
G.I.S. Division
 517-540-0118
 304 East Grand River Avenue - Ste. 101 - Howell, Michigan 48843



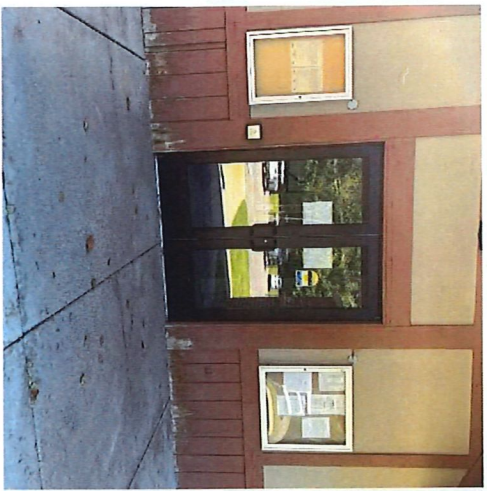
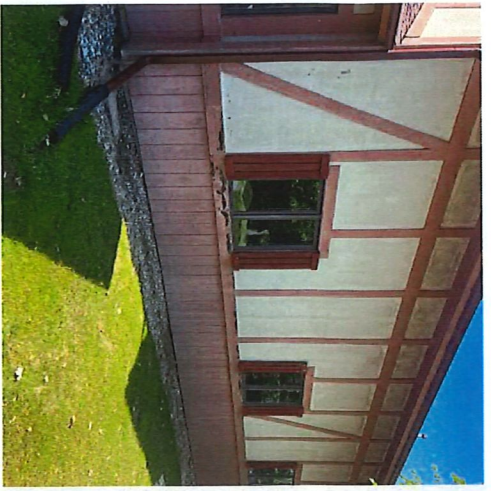
<ul style="list-style-type: none">  Road Centerline  Minor Road  Major Road  State Highway  US Highway  Interstate Highway 	<ul style="list-style-type: none">  Voting Precincts  Surrounding Communities  Precinct 1  Precinct 2  Precinct 3  Precinct 4 	
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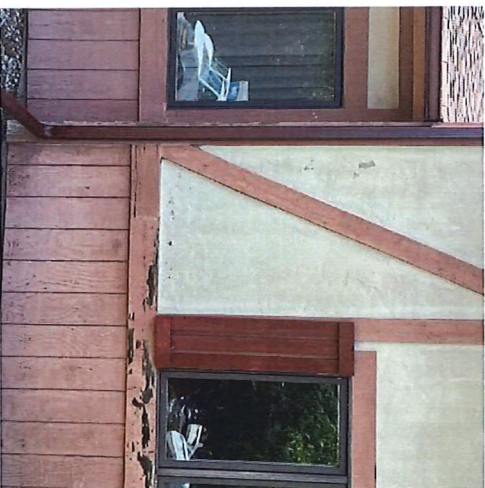
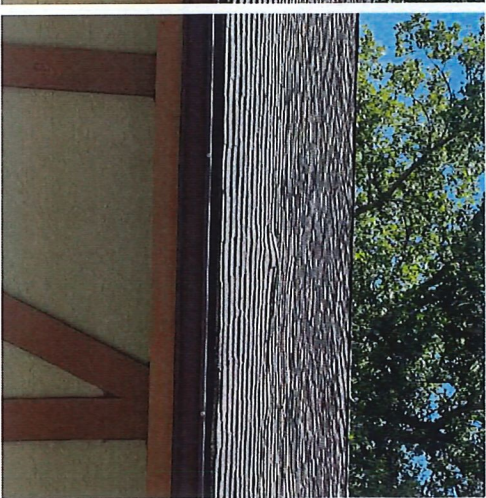
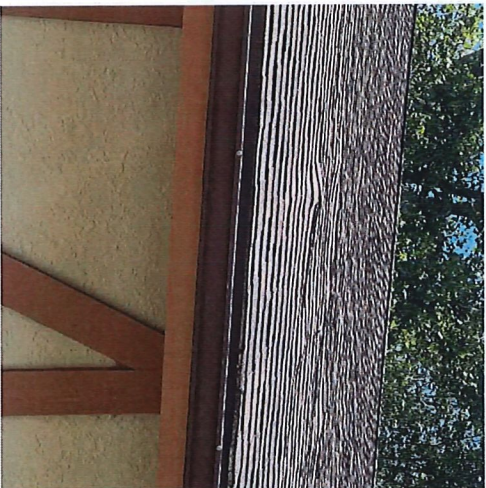
Birds nest under the overhangs and made a nasty mess. Paint is gone off of the building.

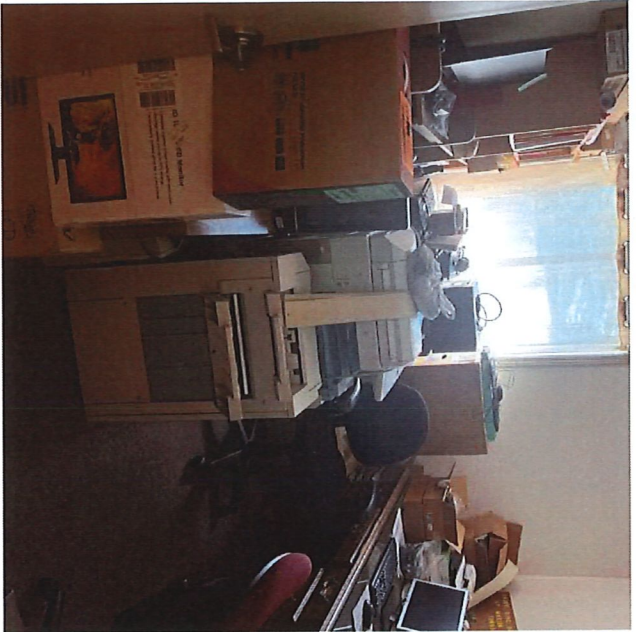


Animals have undermined the basement and woodpeckers have riddled the building and now bees are nesting in the holes.

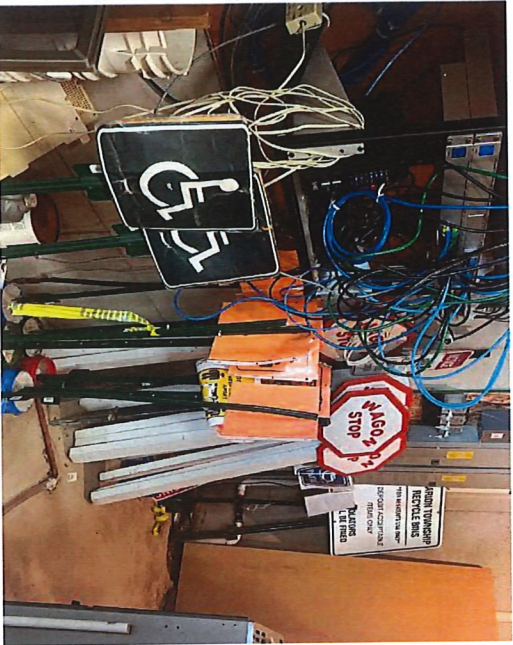


Roof is buckeled and wood is rotting off of the building.





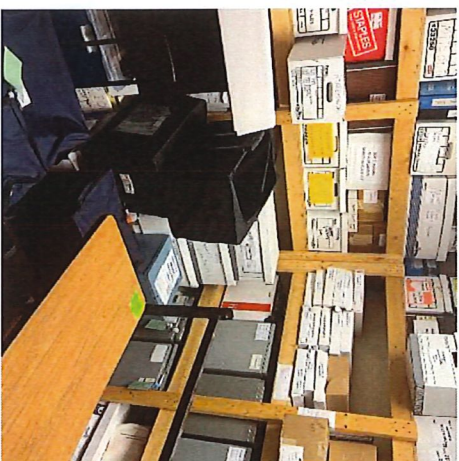
Conference room is being used for Election storage
Boxes are being stored in the hallway and IT room is filled to capacity



Basement storage is filled to the top and HVAC Room is being used for storage .

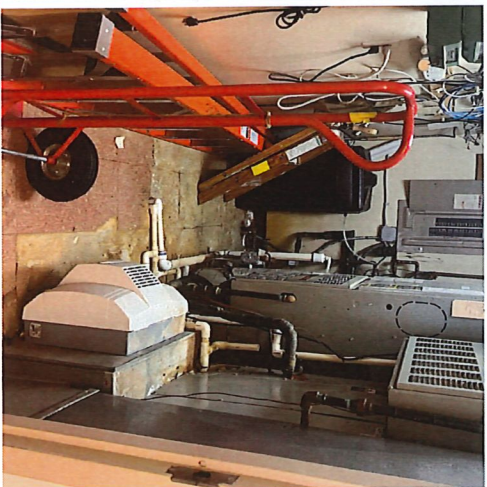
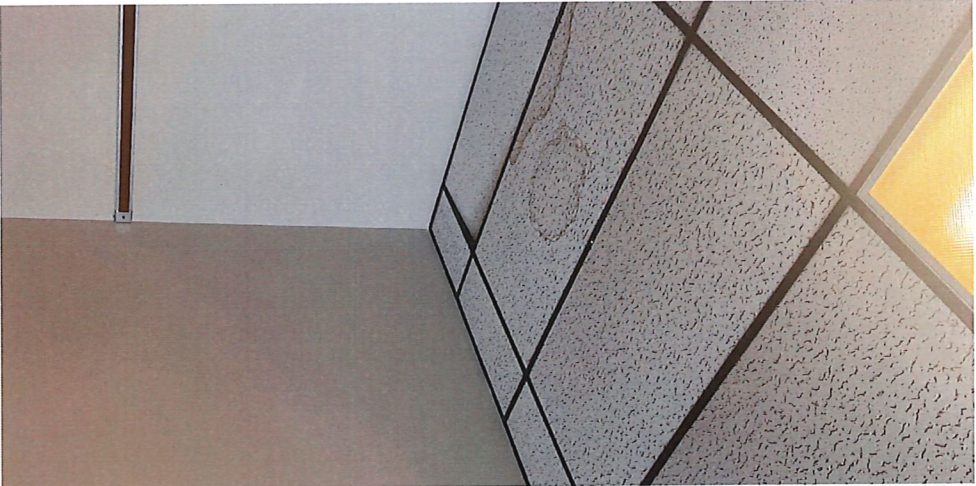


Storage room over crowded,
Items have to be shuffled to
get to other items.





Leaking ceiling in storage room. HVAC Room used for storing ladders and hand cart



tammybeal@mariontownship.com

From: Westmoreland, Phil A. <philaw@spicergroup.com>
Sent: Thursday, September 1, 2022 8:38 AM
To: tammybeal@mariontownship.com; supervisor@mariontownship.com; Sandy Donovan
Cc: Marr, David W.
Subject: Twp Hall Expansion
Attachments: LA Marion Twp Hall Renovations FINAL.pdf

Hi All –

Attached is our scope for design and a small amount of construction administration work. The number probably looks large, but we are anticipating a \$3-4 million building. Typical design effort is around 8-10%. We are at 9% right now, which includes extra effort for the planning commission and construction check-ins. There are things we can do to cut this down a bit (like using a CM) but right now we are assuming worst case and developing the plans for design-bid-build. This takes more effort on our part, since we have to add a lot more detail to the design so that the lowest common denominator can read and build it. I am also anticipating a few re-designs.

Please let me know if you have any questions. Thanks for the opportunity.

Phil Westmoreland | Principal

SPICER GROUP, INC.

Office: 734-823-3308 | Cell: 517-375-9449

www.spicergroup.com

Stronger. Safer. Smarter. *Spicer.*



August 31, 2022

Robert Hanvey, Supervisor
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843

RE: Letter Agreement for A/E Services
Renovations & Addition to township hall
Howell, Michigan

Dear Mr. Hanvey:

Thank you for inquiring about Spicer Group's services for your upcoming project. At your request, we propose to furnish to you professional architectural and engineering services for the above-mentioned project (hereinafter called the "project").

Project Background:

Marion Township seeks to increase capacity at their township hall. They would like to add approximately 6,000 square feet of space to the first floor and an additional 6,000 square feet to the lower walk-out level to the southeast corner of the existing hall. The first floor will contain new larger council chambers, conference room, storage areas, and elevator. The lower level will contain a large open meeting room with new lobby to access existing walk out level. The project will also include the renovation of a small area in the north area of the existing hall to be a new assessing office. The facility will need to be operational for the Spring 2024 presidential primary. Site work will include grading and paving around the building expansion. Preliminary plans dated 8/26/22 are the basis for this proposal.

Project Delivery Method:

Our proposed delivery method for this project is a **Design /Bid /Build delivery**. We will provide documents suitable for permitting and for the project to be bid out to multiple general contractors. The final construction documents the structure will be built from will include the bidding documents and all addenda issued during bidding.

Scope of Basic Professional Services:

The scope of our services, method of payment and the understanding of our professional relationship are more fully described below. They are phased to reflect the orderly and reasonable progress of the project and unless otherwise directed by you, we will only proceed from one phase to the next with your concurrence and approval. This proposal will remain valid for 60 days.

I. Preliminary Design:

- Preliminary design has been completed and are considered a part of this proposal.
- Provide an updated Preliminary Opinion of Cost (POC).
- Provide a proposed timeline for design & construction.
- Provide topographical survey for the site area near the proposed addition, including:
 - Gather information of the property such as existing easements.
 - Gather existing utility information.
 - Perform a topographic survey to gather necessary information for design. Enough data will be collected to meet the requirements of the Township.

II. Design Development:

- During the Design Development Phase of the project, we will prepare from the approved Preliminary Design drawings; more detailed drawings and start to refine the POC and begin defining the following:
 - Demo Plan
 - Exterior Elevations (determine materials)
 - HVAC Systems
 - Preliminary Site Plan
 - Code Compliance
 - Selection of colors/patterns for interior/exterior finishes.
 - Floor Plan
 - Electrical Systems
 - Plumbing Systems
 - Structural Systems
 - Geotechnical Investigation
- Provide Planning Commission review documents (site plan, exterior elevations, colored drawings. The scope includes one original submittal to the Planning Commission and one revision based on their comments. If additional submittals or changes are required, the scope will be adjusted accordingly.

III. Construction Documents:

- Construction Documents Phase will fully develop the plans and specification required for successful bidding and permitting. The POC will be updated again as the project is further defined. The following documents will be prepared:
 - Site Plans & Details, Site Permits
 - Demo Plan
 - Enlarged Floor Plan & Details
 - Roof Plan
 - Wall Sections & Details
 - Reflected Ceiling Plans
 - Finishes Plan
 - Electrical Lighting & Power Plans
 - Plumbing Plans, Details & Schedules
 - Life Safety Plan & Code Compliance
 - Floor Plan
 - Exterior Elevations
 - Building Sections
 - Interior Elevations & Casework Details
 - Room Finish & Door Schedules
 - Structural Plans (Foundation/Framing)
 - HVAC Plans, Details & Schedules
 - Specifications and Contract Documents

IV. Bidding Services:

- Advertise bidding on Spicer website.
- Review and answer contractor questions.
- Issue addenda when necessary.
- Receive, open, and tabulate bids.
- Review and qualify bids.
- Make recommendation of successful bidder to township.

V. Construction Administration Services:

- Issue notice of intent to award.
- Issue notice to proceed.
- Review contracts prepared by contractor.
- Review and respond to contractor requests for information (RFI).
- Issue change orders when necessary.

- Review contractor's requests for payments and certify compliance with progress and design.
- Attend bi-weekly progress meetings with contractor/owner.
- Provide bi-weekly field observation reports to owner.
- Perform project walk through at end of project. Issue punch list of missing or unsatisfactory work.
- Issue certificate of substantial completion
- Review warranties, owner's manuals, and as constructed documents submitted by contractor.

Services Not Included:

For a clearer understanding of our work scope, the following is not included in our Scope of Basic Professional Services.

- Environmental assessment
- Fire protection design.
- Renderings, exterior or interior (other than as required for site plan approval).
- Building Permits (application and fee).

Additional Services Offered:

Services not specifically listed in our scope of services are excluded from this letter agreement. However, to further clarify the limits of our scope of services, the following is a list of services you may wish to add.

- Surveillance and security system design.
- As built records incorporated into CAD files for future use.
- Acting as the owner's representative at municipal meetings.
- Construction phase services (i.e staking, inspection, material testing, administration...).
- Permit application fees.
- Overnight mailings, if requested.
- Any deliverables beyond those included.

We would perform these services only after you authorize the work via a Work Directive Change. Our fee for those additional services will be determined at the time they are rendered.

Fee Schedule:

Our proposed fee is based on an hourly not to exceed cost utilizing the Spicer group hourly rates in effect at the time of billing. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses. Our fee and invoicing will follow the AIA contract standards.

Phase I thru Phase V services

Hourly not to exceed \$270,000

We have calculated these fees based on our understanding of the scope of the project. If the scope changes or our understanding was incorrect, we can discuss the option of adjusting the fee or the scope of services.

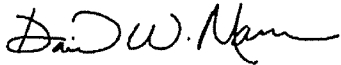
Included with this letter is a copy of the general conditions for our services that are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

August 31, 2022
Marion Township Hall, Renovations & Addition
Page 4 of 4


If this proposal meets with your approval, please acknowledge with an authorized signature below.
Please return one executed copy to us and maintain the other for your records.

We deeply appreciate your confidence in Spicer Group and look forward to working with you on this project.

Sincerely,



David W. Marr, AIA, NCARB
Architect / Project Manager
230 S. Washington Avenue
Saginaw, MI 48607
Phone: (989) 754-4717 ext. 5590
Fax: (989) 754-4440
mailto: david.marr@spicergroup.com



Philip Westmoreland, P.E.
Principal
125 Helle Blvd, Suite 2
Dundee, MI 48131
Phone: (517) 375-9449
mailto: philaw@spicergroup.com

Attachments:

- General Conditions

Cc: SGI File

Above proposal accepted and approved by Owner.

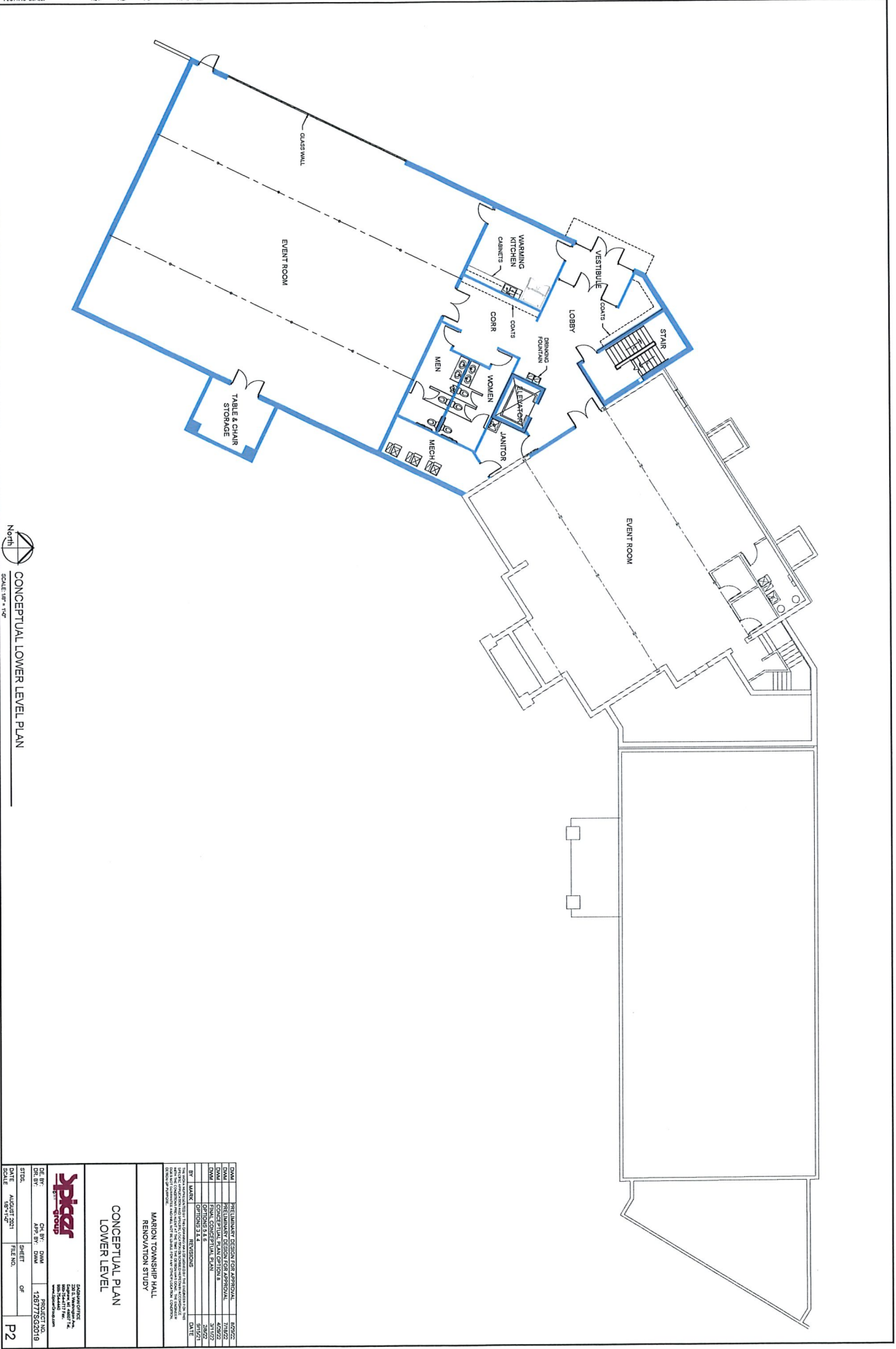
By: _____

Authorized Signature

Printed Name

Title

Date: _____



North
 CONCEPTUAL LOWER LEVEL PLAN
 SCALE: 1/8" = 1'-0"

PROJECT	MARJORIE TOWNER HALL RENOVATION STUDY	DATE	AUGUST 2011
CLIENT	SPICER GROUP	SCALE	1/8" = 1'-0"
DESIGNER	SPICER GROUP	PROJECT	OF
DATE	AUGUST 2011	FILE NO.	P2



CONCEPTUAL PLAN LOWER LEVEL

MARJORIE TOWNER HALL
 RENOVATION STUDY

THIS PLAN IS A CONCEPTUAL DESIGN AND IS NOT TO BE USED FOR CONSTRUCTION. IT IS THE INTENTION OF THE ARCHITECT TO PROVIDE A GENERAL IDEA OF THE PROPOSED DESIGN AND TO ILLUSTRATE THE GENERAL LAYOUT AND CHARACTER OF THE PROPOSED DESIGN. THE ARCHITECT DOES NOT WARRANT THE ACCURACY OF THE INFORMATION CONTAINED HEREIN AND DOES NOT ASSUME ANY LIABILITY FOR ANY ERRORS OR OMISSIONS. THE ARCHITECT'S RESPONSIBILITY IS LIMITED TO THE DESIGN AND CONSTRUCTION OF THE PROJECT AS SHOWN ON THIS PLAN AND ANY OTHER PLANS AND SPECIFICATIONS WHICH MAY BE PROVIDED BY THE ARCHITECT.

Bob Hanvey

From: Jodie Tedesco <jtedesco@livingstonroads.org>
Sent: Thursday, September 1, 2022 8:33 AM
To: supervisor@mariontownship.com
Cc: Tammy Beal; Bobby Daavettila
Subject: Cedar Lake Road Chip Seal

Hi Bob,

I just talked with the Contractor, Highway Maintenance regarding schedule for Chip Sealing in Livingston County.

He indicated they have had material supply issues not to mention difficulties getting parts for their equipment repairs. They are still up north and running extremely behind.

At this point it looks like we will have to carry the work over until next spring. The price would remain the same.

Please let me know your thoughts.

I will keep you posted if anything changes.

Thank you,

Jodie

Bob Hanvey

From: Jodie Tedesco <jtedesco@livingstonroads.org>
Sent: Thursday, September 1, 2022 7:43 AM
To: supervisor@mariontownship.com
Cc: Sandy Donovan; Tammy Beal; Bobby Daavettila; Steve Wasyk
Subject: RE: Cedar Lake Road (will never go away)

Hi Bob,

This will take more thought to pull the job apart. It will be more expensive for sure, due economy of scale and extra mobilizations. Bobby and I will work on it once our construction season slows down a bit.

If the project were to go forward an Engineered set of plans would be required to provide a more accurate estimate of work.

Thanks,

Jodie

From: Bob Hanvey <supervisor@mariontownship.com>
Sent: Wednesday, August 17, 2022 10:18 AM
To: Jodie Tedesco <jtedesco@livingstonroads.org>
Cc: Sandy Donovan <treasurer@mariontownship.com>; Tammy Beal <tammybeal@mariontownship.com>
Subject: Cedar Lake Road (will never go away)

Hi Jodie – we have a request for more specific estimates on the part by Loves Creek and the swamp part near Jewell as two separate projects that could be done over two years to get a start on the project without doing the entire project at once.

Thanks
Bob Hanvey