

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, March 12, 2020
7:30 p.m.

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

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of February 27, 2020 Regular Meeting Minutes
 - b. DPW Report
 - c. Zoning Report
 - d. February 2020 Financial Report
- 3) Howell Sewer Representatives
- 4) General Fund Budget to Actual Report
- 5) Dust Control Bids
- 6) Township Roads
- 7) Parking Lot Repair
- 8) Hall Painting

Correspondence and Updates

Call to the Public
Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, March 19, 2020

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
FEBRUARY 27, 2020

DRAFT

MEMBERS PRESENT: Les Andersen, Tammy Beal, Duane Stokes, Greg Durbin, and Bob Hanvey

MEMBERS ABSENT: Scott Lloyd, Dan Lowe

OTHERS PRESENT: Phil Westmoreland, Spicer; Dave Hamann, Zoning Administrator

CALL TO ORDER

Bob Hanvey called the meeting to order at 7:30 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

Yvonne Black, a Marion Township resident, was present to introduce herself to the board members as a candidate for the 47th District State House of Representatives, currently held by Hank Vaupel. Bob Hanvey asked what experience Ms. Black has; she said nothing politically, but said she is familiar with legislation.

APPROVAL OF AGENDA

Les Andersen motioned to approve as presented. Tammy Beal seconded. **Motion carried.**

CONSENT AGENDA

Greg Durbin motioned to approve the consent agenda as presented. Les Andersen seconded. **Motion carried.**

MHOG

Bob Hanvey asked the board members if they have any questions about the recommendation from Pfeffer, Hanniford and Palka about funding this project and long term, having MHOG takeover from all of the townships.

FINAL REVIEW—REVISED TXT #03-18 SECTION 17.32 HOME-BASED BUSINESS

This item was tabled from the last meeting; Les Andersen said because there are two board members absent, he'd rather wait to vote. He also said he doesn't want current businesses shut down, but doesn't think that new ones should be approved going forward. Tammy Beal was concerned that existing businesses would have to comply with the new ordinance. Greg Durbin said that the ordinance cannot be selectively enforced; it should apply to everyone. Jim Anderson, Planning Commission member, said the Planning Commission didn't feel the current ordinance has enough "teeth." Les Andersen suggested that the township get an ordinance enforcement officer after the elections. Bob Hanvey said that the board has approved Carlisle Wortman to handle enforcement issues.

Greg Durbin motioned to approve TXT #03-18—Section 17.32 Home-based Business with item O modified as presented. Tammy Beal seconded. Roll call vote: Beal, Hanvey, Durbin, Andersen, Stokes—all yes. **Motion carried 5-0.**

DEVELOPMENT STANDARDS

Les Andersen motioned to approve the August 2019 draft version of the Development Standards. Tammy Beal seconded. **Motion carried.**

ROADS

An email from Phil Westmoreland was passed out; he feels that Schafer and Burkhart are his #1 and #2 choices for maintenance. He said that Cedar Lake Road is probably so bad that he'd let it die completely. Norton Road can wait one year, two maximum, before another chip seal. He will find out what work Howell Township is having done on Burkhart. Les Andersen motioned to authorize Phil Westmoreland to take these two projects (Schafer and Burkhart) to the Livingston County Road Commission. Duane Stokes seconded. **Motion carried.**

Mr. Westmoreland said he's preparing the scope of service for the "hill" on Cedar Lake Road near Love's Creek and will submit it for the next meeting.

PURCHASE OF DEVELOPMENT RIGHTS

Jim Anderson, 84 Cranbrook Drive, presented the board members with the information he's gathered on open space and farm land preservation. He said that Barry Lonik of Treemore Ecology and Land Services, Inc. in Dexter, Michigan is the recognized leader in the state to help guide government agencies in securing preserved land. Mr. Lonick would be willing to give an educational presentation to the community. Tammy Beal motioned to have Barry Lonick give a presentation on this topic to the Board of Trustees, Planning Commission, and any interested members of the community for \$200, date to be determined. Duane Stokes seconded. Roll call vote: Stokes, Durbin, Hanvey, Beal, Andersen—all yes. **Motion carried 5-0.**

The board members discussed various ways to publicize the meeting: Facebook, postcard, website, WHMI, Fowlerville News & Views, newsletter.

CIRAB

Bob Hanvey said they have been working on figuring out the funding for the necessary improvements to the Howell City sewer treatment plant. The engineers have estimated approximately \$14 million. The township's engineer has reviewed Hubbell, Roth & Clark's plan. This will not increase capacity at the plant. Some of the upgrades are bundled to save money. The \$14 million will come from the state revolving fund. Some of the project will be funded by Pepsi, who will have their industrial waste treated at the city's plant. The township's share will be approximately \$3.5 million. The city will apply for the loan but they have to support where the money is coming from, so they need agreements from the township and Pepsi. The repayment will start when the project is done.

Erv Suida and Mike Arens will attend an upcoming meeting to discuss this project.

Andy Herald, 1881 Cedar Lake Road, wanted to know where the money comes from; Mr. Hanvey said no tax money will be used for the project.

Jim Anderson said he thinks that Pepsi is getting a very good deal if they're only contributing \$4 million.

CORRESPONDENCE & UPDATES

The variance request by Padnos for the shredder on Lucy Road was turned down by the City of Howell ZBA.

First National Bank has been bought by Ann Arbor Savings Bank; the transition will take place sometime this fall.

CALL TO THE PUBLIC

Yvonne Black said her focus when going to Lansing is to reduce debt; she said Michigan has \$136 billion in debt based on information she received after contacting the Mackinaw Center. Bruce Powelson, 3466 Pingree, suggested that Ms. Black check sources other than the Mackinaw Center.

ADJOURNMENT

Les Andersen motioned to adjourn at 9:15 pm. Greg Durbin seconded. **Motion carried.**

Submitted by: S. Longstreet

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

FISCAL YEAR 2019-20 MARION TOWNSHIP FINANCIAL REPORT

Feb-20

GENERAL FUND CHECKING

Previous Balance	\$	1,056,258.91
Receipts	\$	39,080.05
Interest	\$	700.25
	\$	<u>1,096,039.21</u>
Expenditures	\$	54,679.88
Balance	\$	<u>1,041,359.33</u>

CEMETERY FUND

Previous Balance	\$	15,817.77
Receipts	\$	-
Interest		
	\$	<u>15,817.77</u>
Expenditures	\$	35.00
Balance	\$	<u>15,782.77</u>

PARKS & RECREATION FUND

Previous Balance	\$	2,488.53
Receipts	\$	-
Interest		
	\$	<u>2,488.53</u>
Expenditures	\$	-
Balance	\$	<u>2,488.53</u>

WATER - NEW USER

Previous Balance	\$	439,383.22
Receipts	\$	26,451.09
Interest	\$	282.74
	\$	<u>466,117.05</u>
Expenditures	\$	10,500.00
Balance	\$	<u>455,617.05</u>

SEWER OPERATING & MANAGEMT

Previous Balance	\$	116,445.11
Receipts	\$	32,440.75
Interest		
	\$	<u>148,885.86</u>
Expenditures	\$	7,780.16
Balance	\$	<u>141,105.70</u>

SEWER - NEW USER

Previous Balance	\$	234,678.08
Receipts	\$	55,750.00
Interest		
	\$	<u>290,428.08</u>
Expenditures	\$	-
Balance	\$	<u>290,428.08</u>

SPEC ASSESS. FUND

Previous Balance	\$	213,557.64
Receipts	\$	15,418.00
	\$	<u>228,975.64</u>
Expenditures	\$	1,316.00
Balance	\$	<u>227,659.64</u>

SUMMARY TOTALS

General Fund	\$	1,041,359.33
Cemetery Fund	\$	15,782.77
Parks & Rec Capital Chk	\$	2,488.53
Water - New User	\$	455,617.05
Sewer Operating & Mana	\$	141,105.70
Sewer - New User	\$	290,428.08
Special Assess. Fund	\$	227,659.64
TOTAL	\$	<u>2,174,441.10</u>

03/04/20

#101 General Fund Account QuickReport As of February 29, 2020

Date	Num	Name	Memo	Amount
001 - CASH - GENERAL - FNB				
02/03/2020	ATT- FEB...		AT&T CELL TOWER LEASE PAYMENT FEVR...	2,281.31
02/03/2020			Deposit	1,608.00
02/05/2020	10865	Culligan of Ann Arbor	ACCOUNT 760611 / INVOICE# 586651	-35.00
02/05/2020	10866	Karen Hawkins	JANUARY 2020 MILEAGE	-145.48
02/05/2020	10867	CHERYL RANGE	JANUARY 2020 MILEAGE	-9.78
02/05/2020	10868	DIANE BOCKHAUSEN	JANUARY 2020 MILEAGE 13 MILES	-7.48
02/05/2020	10869	BARBARA HAMANN	JANUARY 2020 MILEAGE 22 MILES	-12.65
02/05/2020	10870	FOWLERVILLE NEWS & VIEWS	INVOICE# 38603 JANUARY 2020 PUBLICATIO...	-65.00
02/05/2020	10871	MICHAEL J. KEHOE, P.C.	INVOICE# 3097, 3098, 3099, 3100, 3101, 3102 ...	-782.00
02/10/2020	JAN 20 T...		TOTAL TAXES FOR JANUARY 2020 PAYROLL	-10,431.74
02/10/2020	76108817...	JAMES L. ANDERSON JR.	JANUARY 2020 PAYROLL	-88.10
02/10/2020	76108814**	LESLIE D. ANDERSEN	JANUARY 2020 PAYROLL	-375.58
02/10/2020	76108815**	SCOTT R. LLOYD	JANUARY 2020 PAYROLL	-260.31
02/10/2020	76108816**	DANIEL F. LOWE	JANUARY 2020 PAYROLL	-508.19
02/10/2020	76108818**	BRUCE V. POWELSON	JANUARY 2020 PAYROLL	-92.35
02/10/2020	76108819**	CHERYL A. RANGE	JANUARY 2020 PAYROLL	-161.61
02/10/2020	5409230***	TAMMY L. BEAL	JANUARY 2020 PAYROLL	-2,556.95
02/10/2020	5409231***	JESSICA S. TIMBERLAKE	JANUARY 2020 PAYROLL	-2,104.70
02/10/2020	5409232***	THOMAS A. LLOYD	JANUARY 2020 PAYROLL	-501.38
02/10/2020	5409233***	KITSEY A. RENNELLS	JANUARY 2020 PAYROLL	-2,526.96
02/10/2020	5409235***	DIANE D. BOCKHAUSEN	JANUARY 2020 PAYROLL	-69.26
02/10/2020	5409236***	BARBARA J. HAMANN	JANUARY 2020 PAYROLL	-69.26
02/10/2020	5409237***	GAIL A. BURLINGAME	JANUARY 2020 PAYROLL	-2,826.32
02/10/2020	5409238***	DUANE M. STOKES	JANUARY 2020 PAYROLL	-2,964.48
02/10/2020	5409239***	SANDRA J. LONGSTREET	JANUARY 2020 PAYROLL	-2,400.43
02/10/2020	5409240***	GREGORY L. DURBIN	JANUARY 2020 PAYROLL	-1,075.36
02/10/2020	5409241***	DAVE HAMANN	JANUARY 2020 PAYROLL	-2,724.76
02/10/2020	5409242***	LAWRENCE W. GRUNN	JANUARY 2020 PAYROLL	-132.14
02/10/2020	5409243***	ROBERT W. HANVEY	JANUARY 2020 PAYROLL	-3,674.22
02/10/2020	5409244***	KAREN D. HAWKINS	JANUARY 2020 PAYROLL	-2,273.63
02/10/2020	5409245***	LOREEN B. JUDSON	JANUARY 2020 PAYROLL	-3,884.39
02/10/2020	10872	ALERUS PAYMENT SOLUTIONS	DIVISION# 400381 / PLAN ID# 628223 / #4720-1	-3,861.01
02/10/2020	10873	Marion Township Flex Fund	JANUARY 2020 PAYROLL	-1,376.93
02/10/2020	10874	VOYA Institutional Trust	JANUARY 2020 PAYROLL	-400.00
02/10/2020			Deposit	275.00
02/12/2020	10875	DTE ENERGY	ACCOUNT# 9100 104 3211 0 - GENERAL OFF...	-471.08
02/12/2020	10876	NEOFUNDS BY NEOPOST	ACCOUNT# 7900-0444-4962-6229 - JANUARY ...	-700.00
02/12/2020	10877	KCI	2020 ASSESSMENT CHANGE NOTICES - PR...	-520.64
02/13/2020	10878	I.T. Right	VOID: INV# 20163181	0.00
02/13/2020			Deposit	777.04
02/14/2020	JAN. 20 F...		ADP FEE - JANUARY 2020 PAYROLL	-185.95
02/17/2020			Deposit	15.00
02/17/2020	10887	Blue Cross Blue Shield of Michigan	GROUP 007017906710 / COVERAGE 3-15-202...	-15,263.82
02/18/2020	10880	B&L Services	SNOW PLOW 01/27/2020 - 02/12/2020	-1,485.00
02/18/2020	10879	ALCHIN'S DISPOSAL INC	ACCOUNT# 388465 INVOICE# 02B00123	-25.00
02/19/2020	10881	PRINTING SYSTEMS INC	ACCOUNT# 1136 / INVOICE# 212120	-220.20
02/19/2020	10882	Charter Communications	ACT# 8245 12 487 0024359 / INV# 0024359010...	-416.65
02/19/2020	10883	CONSUMERS ENERGY	ACT# 100019742632 / INV# 202341021190 / 01...	-300.00
02/19/2020	10884	Applied Imaging Systems Inc.	SERVICE INVOICE# 513286-1 / TONER 2ND C...	-186.84
02/19/2020	10885	ALLSTAR ALARM	CUSTOMER# 4515 / INVOICE 276875	-232.48
02/19/2020	CHA OCT...		CHARTER PAYMENT OCTOBER, NOVEMBER...	33,673.70
02/24/2020	10886	JULIE MULLENS	HALL RENTAL REFUND 02/22/2020	-100.00
02/24/2020	10888	SPECTRUM PRINTING INC.	INVOICE# 92326 / VOTE TEST DECKS FOR M...	-317.51
02/24/2020	10889	CARLISLE/WORTMAN, Inc.	CLIENT# 266 / INVOICE# 2156063	-382.50
02/24/2020	10890	Colonial Life	BCN# E4270229 INVOICE# 4270229-0201491	-452.74
02/24/2020			Deposit	450.00
02/25/2020	10891	LIV CO REGISTER OF DEEDS	CEDAR LAKE ROAD COMMERCIAL STABLE	-30.00
02/25/2020	10892	PNC Bank	ACCOUNT# 0532 - 01/22/2020 - 02/16/2020	-2,248.32
02/25/2020	10893	STAPLES	ACT# 6389 - 01/27/2020 - 02/13/2020	-256.23
02/29/2020			Interest	700.25
Total 001 - CASH - GENERAL - FNB				-32,412.11
TOTAL				-32,412.11

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Wastewater plant agreement
Date: March 12, 2020

Attached is the most recent draft of the proposed agreement between Howell City and Marion Township for payment of the upgrade to the wastewater treatment plant.

Representatives from the Capital Improvement and Rate Advisory Board (CIRAB) and the City will be at the meeting to discuss the agreement and answer questions.

Note from Scott Lloyd: We may want to include something in paragraph 7 B about the relationship of the rate the City charges the Township for processing not being increased due to this agreement.

**WASTEWATER TREATMENT PLANT UPGRADE
AND TREATMENT SERVICE AGREEMENT**

THIS AGREEMENT is entered into by and between the CITY OF HOWELL, MICHIGAN, a Michigan Home rule city with offices at 611 E. Grand River Avenue, Howell, Michigan 48843 (hereinafter the "City"), and the TOWNSHIP OF MARION, COUNTY OF LIVINGSTON, a Michigan Municipal Corporation with offices at 2877 Coon Lake Road, Howell, MI 48843 (hereinafter the "Township").

WHEREAS,

- A. The City owns and operates a wastewater treatment system (the "Wastewater Treatment System") consisting of the City of Howell Wastewater Treatment Plant located at 1191 South Michigan Avenue, Howell, Michigan (the "City WWTP") and a sewage collection system (the "City Collection System").
- B. The City WWTP treats the wastewater discharges from the entire City of Howell as well as portions of the Township. All collected wastewater is received at the City WWTP, treated, and continuously discharged to the Marion-Genoa Drain as authorized by the City WWTP's National Pollution Discharge Elimination System ("NPDES") permit.
- C. The City WWTP has a permitted annual average daily flow rating of 2.45 MGD and is currently operating at an average daily flow rate of approximately 1.40 MGD.
- D. The City is under contractual obligation pursuant to the "City of Howell-Marion Township Wastewater Treatment Contract" (the "Howell-Marion Township WTC") dated June 30, 1997, as amended on October 8, 2001 and March 7, 2005, to provide wastewater treatment service to Township at a rate of 0.884 MGD, or approximately 36.08% of the City WWTP's rated 2.45 MGD average daily flow. Flow from The Township currently accounts for only about 12.14% of the daily average influent flow of 1.40 MGD. However, it is expected that flows from the Township to the City WWTP will increase over time as the Township's sewer system is built out to eventually reach the full contracted capacity. A copy of all agreements dated June 30, 1997, October 8, 2001 and March 7, 2005 are all attached, in seriatim as Exhibit A.
- E. The WWTP was upgraded in 2001 pursuant to the Howell-Marion Township WTC. Since then, many of its components have become obsolete, deteriorated or failing and are in need of replacement or rehabilitation. Also, some existing WWTP processes are deficient and in need of upgrade, including headworks (due to inadequate capacity during wet weather high flows) and sludge management (due to severe limitations on land application of sludge). These needs are detailed in prior-year and current project plans (dated March 2010 and updated October 2015, August 2016 and April 2019), as developed at the City's request by its consulting engineer, Hubbell, Roth & Clark, Inc. ("HRC"). Said replacements, rehabilitation or improvements are included in the City's Asset Management Plan and are

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necessary for the WWTP to provide proper sewage treatment, and to remain compliant with its NPDES Permit.

- F. Insufficient funds exist in the City's WWTP Capital Replacement Account to pay for said replacement, rehabilitation or improvement work. Further, the Howell-Marion Township WTC does not address the allocation of costs between the parties for funding of major replacement, rehabilitation or non-capacity-related improvement work if sufficient funds do not exist in Howell's WWTP Capital Replacement Account. These circumstances obligate the parties hereto to negotiate a funding agreement separate from the Howell-Marion Township WTC for allocation of costs between the parties hereto for said work, if it is to be undertaken.
- G. The parties hereto recognize that failure to address needed replacements, rehabilitation or improvements may cause major adverse impacts to the parties hereto and their customers, in the event of WWTP's failure or violation of its NPDES Permit.
- H. On or about ([REDACTED] date), the Pepsi Bottling Group, LLC of Howell, MI (Pepsi), the City's largest nondomestic wastewater customer, began discussions with the City regarding a proposal for Pepsi to discontinue its on-site biological pretreatment of process wastewater (which discharges into the City Collection System), in exchange for Pepsi's funding WWTP upgrades needed to treat Pepsi's un-pretreated wastewater, and to provide other WWTP improvements.
- I. Said WWTP upgrades and improvements will be necessary to treat the increased waste strength of Pepsi's un-pretreated waste and to assure that WWTP capacity will not be impaired, in particular with respect to the City's wastewater treatment capacity obligations under the Howell-Marion Township WTC. Upgrades will include replacing the existing activated sludge process with a high-efficiency biological nutrient removal process, and improving the aeration and sludge dewatering systems. No change of wastewater flow rate will result from acceptance of Pepsi's un-pretreated waste from Pepsi. The current HRC project plan includes said Pepsi proposal.
- J. The parties hereto recognize that funding from Pepsi in the amount proposed will help pay for needed WWTP improvements (particularly including solids dewatering system and other work) that must otherwise be funded solely by the parties hereto. Further, these improvements will provide WWTP operational efficiencies that will result in long-term economic benefits to the parties hereto and their customers.
- K. The Capital Improvement and Rate Advisory Board (CIRAB) is authorized by the Howell-Marion Township WTC and includes representatives of the parties hereto. The CIRAB has considered the HRC project plans throughout their development, has confirmed the need for the work under the project plan, and has approved a cost-sharing proposal for project costs between the parties on March 18, 2019

March 3, 2020

L. The current Project Plan's selected alternative recommended a two-year, single-phase project including improvements to the City WWTP's existing primary tanks, final clarifiers, and aeration tanks; construction of a new aeration tank and conversion to biological nutrient removal; expansion of the UV disinfection system and headworks building; solids dewatering improvements including the construction of a new solids dewatering building; and general improvements to the infrastructure and facilities at the City WWTP. All of the improvements and upgrades as recommended by the Project Plan would be made on the existing location of the City WWTP. (No improvements to the existing City Collection System are currently planned.)

M. As estimated by the Project Plan, the total estimated capital costs of the Improvements for the selected alternative would be \$14,660,700. The proposed or estimated cost sharing for the capital costs as provided by the Project Plan ~~was~~ **is** as follows:

Pepsi contribution - \$4,000,000.00 (fixed).

Township contribution 32.46% of the remaining \$10,660,700.00 or \$3,460,463.00

City contribution 67.54% of the remaining \$10,660,700.00 or \$7,200,237.00

$(\$4,000,000.00 + \$3,460,463.00 + \$7,200,237.00$
 $= \$14,660,700)$

The parties agree that the costs set forth in this Paragraph M are estimates only, and that the total actual costs of the Improvements could increase or decrease, based upon the results of final competitive bidding for the Project. Actual costs to the parties will be based on the percentages given in this Paragraph M.

N. The Project Plan recommended that the City submit the Project Plan to the State of Michigan in application for a low-interest loan (expected to be approximately 2.50% or less) under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund (SWQIF) Loan Program.

O. On May 20, 2019, the City adopted "Notice of Intent Resolution No. 19-13, Sewage Disposal System Revenue Bonds, Series 2019 (State Revolving Fund Project) for an amount not to exceed \$16.5 million."

P. On June 10, 2019, the City formally adopted by resolution the Project Plan and agreed to implement the selected alternative (Resolution No. 19-15). Resolution No. 19-15 also authorized submittal of the Project Plan as the first step in applying to the State for a State Revolving Fund Loan to assist in the implementation of the selected alternative.

Q. A copy of the Project Plan as adopted by the City pursuant to Resolution No. 19-15 is attached to this Agreement as Exhibit B.

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- R. The Project Plan was submitted to the State before the July 1, 2019 deadline as required to be on the project priority list for the fiscal year 2020 (October 1, 2019 to September 30, 2020).
- S. If the SRF loan applied for by the City is approved, the City would repay the State of Michigan the amounts obtained through the SRF over a period of 20 years.
- T. In a nonbinding letter of intent from Pepsi to the City dated July 21, 2017, Pepsi indicated it desired to negotiate and enter into with the City a definitive wastewater treatment service agreement similar to the terms outlined in the letter of intent, including payment of capital costs to retrofit the City WWTP to accept and treat a total of 3,500 lbs/day of additional BOD5 loading, payment schedules, and other details related to its proposal to discontinue pretreatment of its process wastewater discharged to the City WWTP as referenced above in this Agreement.
- U. The Howell-Marion Township WTC provides that the Township is responsible for paying a portion of the costs of any improvements at the WWTP.
- V. There will also be Design Engineering Costs associated with the City WWTP Improvements as recommended by the Project Plan. On June 24, 2019, the City Council accepted the Design Engineering proposal prepared by HRC, dated May 31, 2019 (“HRC DE Proposal”). The HRC DE Proposal included a Design Budget of \$1,113,844.00. The City Council also approved on June 24, 2019 a cost sharing approach for the Design Budget to be paid upfront and not included in the SRF loan (but eligible to be reimbursed from bond proceeds), as follows:

Pepsi’s Share of Design Engineering Costs 27.29% (\$303,968.00)
 Township’s Share of Design Engineering Costs 23.60% (\$262,867.00)
 City’s Share of Design Engineering Costs 49.11% (\$547,009.00)

$$= \$302,968 + \$262,867 + \$547,009 = \$1,113,844.00$$

The costs, above, will not be financed through the Design Budget but will be paid in cash and otherwise reimbursed from bond proceeds once received by the City from the State of Michigan.

- W. The City and the Township are entering this Agreement to set forth the terms, conditions, and requirements applicable to the payment by the Township of the Township’s share of the Capital Costs, and Design Engineering Costs and certain out of pocket expenses for the Improvements to the City WWTP and associated with the provision by the City of Wastewater Treatment Services for discharges from the Township to the Wastewater Treatment System.

- X. The terms, conditions, and requirements applicable to the payment by Pepsi's of Pepsi's share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP associated with Pepsi's discharges to the City WWTP are covered by a separate agreement entered into between the City and Pepsi.

TERMS, CONDITIONS, AND REQUIREMENTS

NOW, THEREFORE, in consideration of the mutual benefits to be derived from this Agreement and the terms, conditions, and requirements set forth below, the Parties agree as follows:

1. DEFINITIONS

For purposes of this Agreement, the following terms are defined to mean as follows:

"Applicable Legal Requirements" means all applicable local, state, and federal laws, regulations, and rules applicable to wastewater characteristics, collection, treatment service, disposal, pretreatment, and control including, but not limited to, the City Sewer Use Ordinance; the terms, conditions, and requirements of any notice, order, permit, decision or determination promulgated, issued or made under the City Sewer Use Ordinance; the WWTP's NPDES Permit; the Federal Water Pollution Control Act (the "Clean Water Act"), as amended, 33 USC 1251, et seq.; the General Pretreatment Regulations (40 CFR Part 403); Part 31 of Act 451 of the Public Acts of Michigan of 1994, MCL §§ 324.3101 et seq., as amended ("Water Resources Protection"); and the rules, Michigan Administrative Code, R 323.2301 et seq., as amended, promulgated pursuant to Sections 3103, 3106, and 3109 of Part 31 of Act 451 of the Public Acts of Michigan of 1994, as amended ("Pretreatment"); final orders of any state or federal courts of competent jurisdiction; and final orders or determinations of local, state, or federal agencies or officials of competent jurisdiction.

"As amended" means as amended from time-to-time.

"BOD5" means the quantity of dissolved oxygen used in the biochemical oxidation of organic matter under standard laboratory procedure in 5 days at 20 degrees C., expressed in terms of weight and concentration (milligrams per liter).

"Capital Costs" means the costs to purchase and construct the City WWTP Improvements.

"City" means the City of Howell, Livingston County, Michigan, and the City's designated representatives as authorized by law.

"City Council" means the City Council of the City of Howell.

“City Sewer Use Ordinance” means Chapter 1042 (“Sewers”) and Chapter 1043 (“Industrial Wastewater Pretreatment Regulations”) of Title 4 (“Utilities”) of Part Ten (“Streets, Utilities and Public Services Code”) of the Howell City Code, as amended.

“City Collection System” means all of the sewers, force mains, intercepting sewers, pipes and other conveyances, lift stations, and pumps, along with any metering devices and other equipment and facilities, owned, operated, maintained, and controlled by the City and that are primarily installed to receive discharges of wastewater and pollutants from users for collection and conveyance to the City WWTP.

“City WWTP” means City of Howell Wastewater Treatment Plant located at 1191 South Michigan Avenue, Howell, Michigan. The City WWTP is owned, operated, and controlled by the City, and includes all devices, processes, facilities and systems used in the storage, treatment, recycling or reclamation of wastewater, sewage sludge, and biosolids, exclusive of the City Collection System.

“Design Budget” means the budget for design of the Improvements as set forth in the HRC DE Proposal.

“Design Engineering Costs” means the costs to design the City WWTP Improvements as set forth in the Design Budget of the HRC DE Proposal. The Design Engineering Costs are a part of, and not additional to, the total capital costs of the Improvements for the selected alternative in the amount of \$14,660,700 and are eligible to be reimbursed from SRF bond proceeds.

“EGLE” means Michigan Department of Environment, Great Lakes, and Energy. EGLE was formally known as the Michigan Department of Environmental Quality (MDEQ).

“Force Majeure” is defined as an occurrence or nonoccurrence arising from causes beyond the reasonable control of and without the fault of the City, and which could not be avoided or overcome by the City’s exercise of reasonable due diligence, including, but not limited to, acts of God, fire, explosion, flood, earthquake, and other natural disasters or extreme acts of nature, strikes, work stoppages, civil unrest, terrorism, war, rebellion, riot, acts of civil or military authority, acts of vandalism or other violence.

“Good Utility Practices” means any of the practices, methods and acts engaged in or approved by a significant portion of comparable publicly owned treatment works systems during the relevant time period, or other practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result consistent with reliability, safety, expedition, Applicable Legal Requirements, and at reasonable cost; the term Good Utility Practices is not intended to be limited to the optimum practices, methods or acts to the exclusion of all others, but rather to constitute a spectrum of acceptable practices, methods or acts generally accepted by comparable publicly owned treatment works systems.

“HRC DE Proposal” means Design Engineering proposal prepared by HRC, dated May 31, 2019, approved by the City on June 24, 2019. A copy of the HRC DE Proposal is attached to this Agreement as Exhibit B.

“Improvements” means the improvements to the City WWTP as specifically described in the Project Plan, including but not limited to improvements to existing primary tanks, final clarifiers, and aeration tanks; construction of a new aeration tank and blower building; expansion of the UV disinfection system and headworks building; solids dewatering improvements including the construction of a new solids dewatering building; and general improvements to the infrastructure and facilities at the City WWTP.

“lbs/day” means pounds per day.

“MAHL” means maximum allowable headworks loading. It is the estimated maximum loading of a pollutant that can be received at a wastewater treatment plant’s headworks without causing pass through or interference, as determined by a MAHL study conducted by a qualified engineer and, to the extent required by Applicable Legal Requirements, accepted and/or approved by EGLE.

“MGD” means million gallons per day.

“Party” means the City or the Township, individually.

“Parties” means the City and the Township, collectively.

“Township” means Marion Township, Livingston County, Michigan, and the Township’s designated representatives as authorized by law.

“Wastewater Treatment Service Capacity” means the ability of the Wastewater Treatment System, as determined by the City, to accept and treat Wastewater (i.e., to provide Wastewater Treatment Service), expressed in terms of flow and/or strength consistent with the Wastewater Treatment System’s design and condition, and in compliance with Applicable Legal Requirements and the terms, conditions, and requirements of this Agreement.

“Wastewater Treatment System” means the complete wastewater disposal system and treatment works, including all portions thereof that are owned, operated, and controlled by the City including the City WWTP and the City Collection System).

2. UNDERTAKING

A. The City hereby agrees to construct the Improvements to the City WWTP, provide continuing Wastewater Treatment Service for the Township’s discharges to the Wastewater Treatment System, and to perform the other terms, conditions, and obligations as provided by this

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Agreement. The Township agrees to pay its share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP, and to perform the other terms, conditions, and requirements as provided by this Agreement.

B. All actions undertaken by the City and by the Township in meeting the terms, conditions, and requirements set forth in this Agreement shall be performed in compliance with Good Utility Practices and Applicable Legal Requirements, whether or not so specifically stated in connection with a specific term, condition, or requirement.

3. **CITY WWTP IMPROVEMENTS TO BE CONSTRUCTED**

The City agrees to construct the City WWTP capital improvements (the "Improvements") in accordance with the terms, conditions, and requirements of this Agreement.

4. **PAYMENT FOR CAPITAL IMPROVEMENTS**

A. The Township shall pay to the City a capital improvement cost of 32.46% of the entire project cost less the Pepsi contribution. Currently the total project cost is estimated at \$14,660,700 and the Pepsi contribution is \$4,000,000.00, so the remainder is \$10,660,700.00 and the Township's estimated portion is \$3,460,463. Within 30 days after the closing on the SRF loan, the City will provide the Township with a schedule of debt service payments on the SRF loan. The Township shall be obligated to pay its share of the debt service payment to the City 30 days prior to each payment date based on the agreed percentage. The loan payment will be invoiced to the Township by the City and based on the agreed percentage of the total amount. The Township will have 14 days to pay the City its portion. A 2% penalty will be added to the amount due after the payment due date and for each month after.

B. The Township shall also pay 32.46% of the following costs associated with obtaining the SRF loan. Upon execution of this agreement the Township will be invoiced for 32.46% of these costs. Currently those costs are;

SRF Project Plan - Hubbell , Roth & Clark- \$30,000.00

Public Hearing Press release – Livingston Daily - \$292.50

Court reporter – Moretti Production Group - \$443.78

Total \$30,736.28

Township to pay 32.46% of \$30,736.28. 32.46% amounts to \$9,977.000.

C. Upon execution of this agreement which shall include the Townships full commitment to participating in the SRF loan and the SRF loan costs, and the payment of all current costs up to date, the Township shall be eligible to receive any debt forgiveness issued by the state. The Township shall receive forgiveness based upon the agreed percentage for the cost to construct the project, at 32.46%.

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D. The Township shall pay all installments as required by the loan terms and conditions. However, if the Township chooses to pre-pay any or all of the loan, such pre-payment shall be allowed without penalty so long as all interest that would have accrued during the entire loan payment period is also paid in full.

E. All payments made by the Township as provided by this Paragraph 4 shall be by check made payable to the City Treasurer and delivered to the City Treasurer's office at 611 E. Grand River, Howell, Michigan.

F. Notwithstanding any provision of this Agreement to the contrary, the Township shall not be obligated nor have any duty to discharge any wastewater into the City's Wastewater Treatment System during the effective term of this Agreement. However, whether or not the Township continues to discharge any wastewater into the Wastewater Treatment System, the Township shall remain obligated to fully and timely pay all amounts for Capital Costs as required by this Agreement.

5. PAYMENT OF TOWNSHIP'S SHARE OF DESIGN ENGINEERING COSTS

A. The HRC Design Engineering Proposal approved by the City includes a Design Budget of \$1,113,844.00 (not to be exceeded without the City's prior approval).

B. The cost sharing approach for the Design Budget approved by the City is as follows:

Pepsi's Share of Design Engineering Costs 27.29% (\$303,968.00)
Township's Share of Design Engineering Costs 23.60% (\$262,867.00)
City's Share of Design Engineering Costs 49.11% (\$547,009.00)

(\$303,968.00 + \$262,867.00 + \$547,009.00 = \$1,113,844.00)

The costs, above, will not be financed through the SRF Loan but will be paid in cash.

C. The Township agrees to pay its 23.60% share of the Design Engineering Costs in the amount of \$262,867.00. The Township shall be invoiced 23.60% of each invoice for Design Engineering Costs. Additionally, upon signature of this Agreement, the Township shall be invoiced for all accrued design engineering costs to the date of this Agreement.

D. This amount shall be paid by check made payable to the City Treasurer and delivered to the City Treasurer's office at 611 E. Grand River, Howell, Michigan.

E. All payments by the Township to the City under this Paragraph 5 will be invoiced to the Township by the City and based on the agreed percentage of the total amount. The Township will have 14 days to pay the City its portion. A penalty of 2% of the amount due will be assessed for each additional month, or part thereof, that any amount remains unpaid.

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6. COSTS – IN GENERAL.

A. Pepsi's share of the \$14,660,700.00 capital costs of the Improvements for the selected alternative as estimated by the Project Plan is fixed at \$4,000,000.00 pursuant to the agreement between Pepsi and the City.

1. If the total capital costs of the Improvements for the selected alternative as estimated by the Project Plan ultimately exceed \$14,660,700.00, Pepsi's fixed share of those costs (\$4,000,000 plus interest) shall not increase Pepsi's Total Fixed Amount and any costs for the Improvements in excess of \$14,660,700.00 shall be shared by the City and the Township as provided by this agreement.

2. If the total capital costs of the Improvements for the selected alternative as estimated by the Project Plan are ultimately less than \$14,660,700.00, the savings shall be shared by the City and the Township at the agreed upon percentages.

B. Notwithstanding Paragraph 6(A), if there are capital costs for improvements to the City WWTP to pay for improvements that are different than or in addition to the Improvements for the selected alternative as provided by the Project Plan, and such different or additional improvements are determined necessary by the City to provide Wastewater Treatment Service to Pepsi, Pepsi's obligation to pay for any additional costs associated with such different or additional improvements shall be as provided by separate agreement negotiated between the City and Pepsi.

C. Notwithstanding Paragraph 6(A), if improvements different than or additional to the Improvements that are provided for by this Agreement are subsequently made to the City Wastewater Treatment System at Pepsi's request to meet Pepsi's specific Wastewater Treatment Service needs beyond the BOD5 maximum loading limits as provided by Paragraph 8(A) of this Agreement, those additional improvements shall, to that extent, be paid for solely by Pepsi.

D. Pursuant to a portion of Exhibit A, above, that being the Agreement of October 8, 2001, Page 10, paragraph 13, this agreement herein is not assignable by the Township without written consent from the City nor is this agreement assignable by the City without the written consent from the Township.

7. OWNERSHIP, ADMINISTRATION, AND OPERATION AND MAINTENANCE OF WASTEWATER TREATMENT SYSTEM

A. The City shall own the Wastewater Treatment System and shall be the permittee of the NPDES Permit issued with respect to the Wastewater Treatment System.

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B. The City shall administer the Wastewater Treatment System and shall make all rate making, policy setting, and Wastewater Treatment Service Capacity allocation decisions applicable to the Wastewater Treatment System in accordance with Applicable Legal Requirements.

C. The City shall operate and maintain the Wastewater Treatment System in accordance and compliance with Applicable Legal Requirements.

D. Nothing in this Agreement is intended to, nor shall this anything in this Agreement be construed to, transfer or affect in any way the City's ownership, operation, or control of the Wastewater Treatment System (or any portion thereof), the Wastewater Treatment Service, or the Wastewater Treatment Service Capacity.

8. FORCE MAJEURE EXCUSED LIABILITY

A. The City shall be excused from any breach of this Agreement and from any liability or damage if caused by a Force Majeure, subject to the provisions and requirements of this Paragraph.

B. The City shall perform the requirements of this Agreement fully and within the time limits established herein, unless performance is prevented or delayed by events which constitute a "Force Majeure" event. Any delay in the performance attributable to a "Force Majeure" event shall not be deemed a violation of the City's obligations under this Agreement.

C. If claiming a Force Majeure event, the City shall notify the Township by telephone within 24 hours of discovering any "Force Majeure" event which causes a delay in its compliance with this Agreement. Telephone notice shall be followed by written notice within 10 calendar days and shall describe in detail the anticipated length of delay, the precise cause or causes of delay, the measures taken by the City to prevent or minimize the delay, and the timetable by which those measures shall be implemented. The City shall adopt all reasonable measures to avoid or minimize any such delay.

D. If the Parties agree that the delay or anticipated delay was excused by the occurrence of a Force Majeure event, the delay shall not be deemed a violation of the City's obligations of this Agreement, and the City shall be allowed such additional time for performance as necessary to compensate for the Force Majeure event. In no event shall the additional time be longer than the duration of the Force Majeure event.

9. OPERATING LIABILITY

The City does not guarantee uninterrupted service and shall not be liable to the Township or other person, firm or corporation for injuries or damages caused by such interruptions whether caused by defects in original construction, cave-ins, accidents, repairs or other causes except as specifically provided by law; nor shall the City be liable to the Township or other person, firm or

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corporation for injuries or damages that may be sustained by reason of the failure of the Wastewater Treatment System or for injuries or damages to persons or property arising, accruing or resulting from the use of the Wastewater Treatment System or from any apparatus or appurtenance in connection therewith.

10. GOVERNING LAW

This Agreement shall be governed by and construed in accordance with the laws of the State of Michigan, except that it is the express intention of the Parties hereto that this Agreement shall not be construed to be a requirements contract within the purview of the Uniform Commercial Code.

11. RELATIONSHIP OF PARTIES

Nothing under this Agreement and no action taken pursuant hereto shall cause the City and the Township to be treated as a partnership, joint venture, association, or other common entity.

12. BINDING EFFECT

This Agreement shall be binding upon and inure to the benefit of the Parties hereto and their respective representatives and successors.

13. SAVING CLAUSE

If any part of this Agreement is held by a Court of competent jurisdiction to be illegal or unenforceable, such event shall not be deemed to affect the validity of any other portion hereof. Any such holding materially affecting the commitments herein may be the subject of further negotiations for purpose of legally revising the consideration involved.

14. EFFECTIVE DATE; AGREEMENT CONDITIONAL

This Agreement shall not be effective unless and until the date when all of the following conditions has been satisfied (or waived in whole or in part) in the sole discretion of the City:

A. The Agreement has been signed by authorized representatives of both the City and the Township as set forth below.

B. By no later than _____, the City and Pepsi have entered into a separate agreement applicable to the payment by Pepsi of Pepsi's share of the Capital Costs and Design Engineering Costs for the Improvements to the City WWTP associated with Pepsi's discharges to the City WWTP.

March 3, 2020

C. By no later than _____ the City's application for a low-interest loan under the State Revolving Fund (SRF)/Strategic Water Quality Initiatives Fund (SWQIF) Loan Program is approved.

15. TERMINATION

A. This Agreement shall remain in full force and effect for a period of 20 years from the execution date which it bears, or payment in full of the SWQIF loan, whichever is later.

B. The termination of this Agreement shall not relieve either Party or other person from any fines, penalties, costs, proceedings, or other liabilities or obligations arising under Applicable Legal Requirements.

16. ENTIRE AGREEMENT

This Agreement constitutes the final, entire and exclusive agreement of the Parties with respect to the subject matter addressed, and supersedes all prior communications, understandings and agreements relating to the subject matter, whether oral or written. Nothing in this Agreement shall limit the ability of the Parties to negotiate amendments to this Agreement, provided that except as expressly provided in this Agreement, no amendment or waiver of this Agreement shall be binding unless executed in writing by the party to be bound thereby. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver of any provision of this Agreement constitute a continuing waiver unless otherwise expressly provided. Nothing in this Agreement is intended to nor should it be construed to create any rights in any persons or entities that are not a party to this Agreement. **Notwithstanding anything in this paragraph to the contrary, the agreements dated June 30, 1997, October 8, 2001 and March 7, 2005 set out in Exhibit A, not changed or affected by this agreement, shall remain in full force and affect.**

17. CONSTRUCTION AND INTERPRETATION

The construction and interpretation of this Agreement shall be governed by the following:

A. Both parties were represented by legal counsel specially retained for purposes of this Agreement and both parties and their legal counsel had a part in drafting this Agreement. Therefore, it is to be construed as mutually drafted.

B. The paragraph headings and captions are for reference only and shall not affect the interpretation of this Agreement.

C. The "Whereas" recitals, Paragraphs A-Y, and the Exhibits are incorporated into and are made integral parts of this Agreement.

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D. The interpretation of this Agreement shall not be affected by any course of dealing between the Parties.

18. PROVISIONS THAT SURVIVE TERMINATION.

A. Any provision of this Agreement which expressly provides that it shall survive termination of this Agreement shall continue to bind that Parties notwithstanding termination or expiration of the Agreement as provided herein.

B. In addition, the following Paragraphs shall survive and continue to bind the Parties beyond termination of this Agreement (or any part thereof) until the terms and conditions are fully satisfied or expire by their very nature: 9 (“Operating Liability”); 10 (“Governing Law”); 11 (“Relationship Of Parties”); 13 (“Saving Clause”); 15 (“Termination”); 16 (“Entire Agreement”); 17(“Construction And Interpretation”); and 18 (“Provisions That Survive Termination”).

IN WITNESS WHEREOF, this Agreement is signed and delivered by authority of the City and the Township given on the dates set forth below.

CITY OF HOWELL, MICHIGAN,
A Michigan municipal corporation

In the presence of:

By _____
Nick Proctor, Mayor

n the presence of:

By _____
Jane Cartwright, City Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Nick Proctor the Mayor and Jane Cartwright, the City Clerk of the City of Howell, for and on behalf of the City.

March 3, 2020

Notary Public, Livingston County, MI
My commission expires:

TOWNSHIP OF MARION, LIVINGSTON CTY,
a Michigan municipal corporation

In the presence of:

By _____
Robert Hanvey, Supervisor

In the presence of:

By _____
Tammy Beal, Township Clerk

STATE OF MICHIGAN)
) ss.
COUNTY OF LIVINGSTON)

The foregoing instrument was acknowledged before me this _____ day of _____, 2020, by Robert Hanvey, the Supervisor and Tammy Beal, the Township Clerk of the Township of Marion, for and on behalf of the Township.

Notary Public, Livingston County, MI
My commission expires:

[End of Document Except For Exhibits]

Exhibit A
Exhibit B

March 3, 2020

Exhibit C

March 3, 2020

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: General Fund Budget to Actual
Date: March 12, 2020

Attached to this memo for your review and comment is the budget to actual report as of March 5, 2020.

We need to make some minor budget adjustments to some accounts. If we decide to do some of the suggested road projects, we will need to make a significant change to line item 6446-806 Road Maintenance.

The necessary adjustments will be included for the next board meeting.

#101 General Fund
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
Income				
100-100 · INTEREST SWEEP - GENERAL FUND	3,775.58			
44019 · LCSA Distribution Act Payments	392.09			
44020 · PROPERTY TAX	313.48	380,000.00	-379,686.52	0.1%
44021 · TAX CHARGE BACKS	0.00	-500.00	500.00	0.0%
44022 · ACT 451 swamp land PILT	552.04	0.00	552.04	100.0%
44025 · ADMIN FEES	87,977.45	110,000.00	-22,022.55	80.0%
44120 · DELINQUENT PERSONAL PROP TAX	4.26	0.00	4.26	100.0%
44450 · PENALTY & INTEREST	0.00	0.00	0.00	0.0%
44759 · SPECIAL EVENTS USE PERMIT	400.00	0.00	400.00	100.0%
44760 · LAND USE PERMITS	7,700.00	7,500.00	200.00	102.7%
44761 · LAND DIVISION APP	850.00	500.00	350.00	170.0%
44762 · LAND COMBINATION PERMIT	225.00	200.00	25.00	112.5%
44763 · BOUNDARY LINE CHANGE	75.00			
44770 · DOG LICENSES	145.50	200.00	-54.50	72.8%
45760 · STATE REV SHARING	780,597.00	870,000.00	-89,403.00	89.7%
45761 · PC-SITE PLAN & SPEC USE APP	1,500.00	1,000.00	500.00	150.0%
45762 · MTG FEES - ZONING	1,800.00	1,000.00	800.00	180.0%
46280 · SUMMER TAX COLLECT-SCHOOL&SET	0.00	14,000.00	-14,000.00	0.0%
46420 · SALES & COPIES	35.00	0.00	35.00	100.0%
46500 · CHARTER (SPECTRUM)	98,604.01	126,000.00	-27,395.99	78.3%
46650 · INTEREST	3,910.65	500.00	3,410.65	782.1%
46710 · FIRE STATION LEASE	0.00	1.00	-1.00	0.0%
46711 · AT&T CELL TOWER LEASE	20,531.79	23,800.00	-3,268.21	86.3%
46712 · METRO ACT FEES	0.00	10,000.00	-10,000.00	0.0%
46714 · ACT 425- CITY OF HOWELL	3,048.31	2,500.00	548.31	121.9%
46717 · VERIZON CELL TOWER LEASE-MONTH	9,522.00	12,000.00	-2,478.00	79.4%
46718 · AT&T VIDEO FRANCHISE FEES	12,571.81	15,000.00	-2,428.19	83.8%
48040 · ELECTION REIMBURSEMENTS	6,755.52	0.00	6,755.52	100.0%
48050 · GRANT INCOME	2,736.80			
48061 · Donations	0.00	0.00	0.00	0.0%
48065 · HALL RENTAL	2,100.00	1,000.00	1,100.00	210.0%
49560 · OTHER	866.07	0.00	866.07	100.0%
Total Income	1,046,989.36	1,574,701.00	-527,711.64	66.5%
Gross Profit	1,046,989.36	1,574,701.00	-527,711.64	66.5%
Expense				
6000 · PAYROLL				
755 · PAYROLL TAXES-FICA/MEDICARE	24,667.37	41,200.00	-16,532.63	59.9%
759 · BCBS INVOICE - Health Premium	115,924.58	180,000.00	-64,075.42	64.4%
760 · MISC Stipend	19,200.00	30,000.00	-10,800.00	64.0%
761 · BCBS EMPLOYEE Contrabution	-11,283.60	-15,000.00	3,716.40	75.2%
766 · HSA CARD EMPLOYEE Contribution	1,351.66	0.00	1,351.66	100.0%
767 · HSA CARD EMPLOYER Contribution	53,200.00	52,000.00	1,200.00	102.3%
771 · Colonial Life Ins E4270229	219.26	0.00	219.26	100.0%
774 · FLEX EMPLOYEE Dependent	576.66	0.00	576.66	100.0%
775 · FLEX EMPLOYEE Health	42.00	0.00	42.00	100.0%
776 · FLEX-LIMITED PURPOSE-EE CONTRIB	35.00	0.00	35.00	100.0%
778 · Friend of Court	0.00	0.00	0.00	0.0%
780 · PAYROLL SERVICES	2,279.42	4,200.00	-1,920.58	54.3%
Total 6000 · PAYROLL	206,212.35	292,400.00	-86,187.65	70.5%
6101 · TOWNSHIP BOARD				
101-702 · TRUSTEES	20,722.04	31,500.00	-10,777.96	65.8%
101-703 · MEETINGS & SEMINARS	353.00	1,500.00	-1,147.00	23.5%
101-805 · ORDINANCE ENFORCEMENT	0.00	50,000.00	-50,000.00	0.0%
101-810 · MTA MEMBERSHIP	0.00	6,000.00	-6,000.00	0.0%
101-860 · MILEAGE	24.25	600.00	-575.75	4.0%
101-870 · LUNCH STIPEND	0.00	250.00	-250.00	0.0%
101-900 · PRINTING & PUB	1,513.07	2,000.00	-486.93	75.7%
101-910 · RECORDING SECRETARY	1,550.00	3,000.00	-1,450.00	51.7%
101-956 · MISCELLANEOUS	0.00	250.00	-250.00	0.0%
Total 6101 · TOWNSHIP BOARD	24,162.36	95,100.00	-70,937.64	25.4%

#101 General Fund
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
6171 · SUPERVISOR				
171-702 · ANNUAL SALARY	31,544.73	47,600.00	-16,055.27	66.3%
171-727 · SUPPLIES	10.49	250.00	-239.51	4.2%
171-860 · MILEAGE	0.00	250.00	-250.00	0.0%
171-870 · LUNCH STIPEND	0.00	100.00	-100.00	0.0%
171-956 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
171-960 · TRAINING AND SEMINARS	485.00	1,500.00	-1,015.00	32.3%
Total 6171 · SUPERVISOR	32,040.22	49,800.00	-17,759.78	64.3%
6175 · PUBLIC WORKS DPT				
175-702 · SALARY	15,193.29	6,500.00	8,693.29	233.7%
175-703 · REIMBURSE FROM WAT/SEWER	0.00	-6,500.00	6,500.00	0.0%
175-722 · WATERSHED PLANNING	0.00	450.00	-450.00	0.0%
175-727 · SUPPLIES	6.99	250.00	-243.01	2.8%
175-730 · SEMINARS	0.00	250.00	-250.00	0.0%
175-860 · MILEAGE	14.50	100.00	-85.50	14.5%
Total 6175 · PUBLIC WORKS DPT	15,214.78	1,050.00	14,164.78	1,449.0%
6191 · ELECTIONS				
191-702 · SALARY PRECINCT WORKERS	0.00	12,000.00	-12,000.00	0.0%
191-710 · EXTRA STAFF WORKERS	0.00	500.00	-500.00	0.0%
191-715 · Equipment	2,473.90	5,000.00	-2,526.10	49.5%
191-727 · SUPPLIES	3,602.57	2,500.00	1,102.57	144.1%
191-860 · MILEAGE	41.76	250.00	-208.24	16.7%
191-865 · LUNCH STIPEND	50.00			
191-900 · PRINTING & PUB	0.00	400.00	-400.00	0.0%
191-925 · POSTAGE	1,489.00	1,500.00	-11.00	99.3%
191-956 · MISCELLANEOUS	0.00	1,000.00	-1,000.00	0.0%
191-960 · Elections Other	0.00	1,500.00	-1,500.00	0.0%
191-970 · FOIA EXPENSE -NOV 2016 ELECTION	0.00	50.00	-50.00	0.0%
Total 6191 · ELECTIONS	7,657.23	24,700.00	-17,042.77	31.0%
6192 · SCHOOL ELECTIONS				
192-702 · SALARIES	0.00	0.00	0.00	0.0%
192-727 · SUPPLIES	0.00	0.00	0.00	0.0%
192-800 · MILEAGE - SCHOOL ELECTION	0.00	0.00	0.00	0.0%
192-900 · PRINTING & PUB	35.00			
192-925 · POSTAGE	48.00	0.00	48.00	100.0%
192-956 · MISCELLANEOUS	65.45	0.00	65.45	100.0%
Total 6192 · SCHOOL ELECTIONS	148.45	0.00	148.45	100.0%
6195 · LITIGATION - CHESTNUT				
195-805 · LEGAL FEES	0.00	1,000.00	-1,000.00	0.0%
Total 6195 · LITIGATION - CHESTNUT	0.00	1,000.00	-1,000.00	0.0%
6196 · LITIGATION - MARION OAKS				
196-805 · LEGAL FEES	0.00	1,000.00	-1,000.00	0.0%
Total 6196 · LITIGATION - MARION OAKS	0.00	1,000.00	-1,000.00	0.0%
6205 · PROFESSIONAL FEES				
084-092 · Professional Fees	0.00	100.00	-100.00	0.0%
205-802 · AUDIT CONTRACT	8,235.00	10,000.00	-1,765.00	82.4%
205-803 · ACCT SERVICES	0.00	1,500.00	-1,500.00	0.0%
205-804 · SOFTWARE SUPPORT	5,730.99	16,000.00	-10,269.01	35.8%
205-807 · OTHER SERVICES - EDC	0.00	0.00	0.00	0.0%
205-809 · Planner/Consultant	0.00	4,500.00	-4,500.00	0.0%
205-812 · ENGINEERING FEES	5,850.00	4,500.00	1,350.00	130.0%
Total 6205 · PROFESSIONAL FEES	19,815.99	36,600.00	-16,784.01	54.1%

#101 General Fund
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
6209 · ASSESSOR				
209-010 · DUES & MEMBERSHIPS	680.00	700.00	-20.00	97.1%
209-702 · FIELD/PREP WORK FOR ASSESSOR	3,639.37	6,000.00	-2,360.63	60.7%
209-727 · SUPPLIES	126.31	1,500.00	-1,373.69	8.4%
209-729 · Postage	1,925.19	2,500.00	-574.81	77.0%
209-801 · ASSESSOR'S SALARY	40,432.17	62,500.00	-22,067.83	64.7%
209-802 · DEPUTY ASSESSOR SALARY	40,216.74	64,000.00	-23,783.26	62.8%
209-805 · ATTORNEY	0.00	500.00	-500.00	0.0%
209-806 · OUTSIDE CONSULTANT	0.00	500.00	-500.00	0.0%
209-860 · MILEAGE	1,907.46	2,200.00	-292.54	86.7%
209-865 · LUNCH STIPEND	175.00	200.00	-25.00	87.5%
209-870 · SOFTWARE/TECHNOLOGY	0.00	500.00	-500.00	0.0%
209-920 · TRAINING AND SEMINARS	949.31	1,500.00	-550.69	63.3%
209-956 · MISCELLANEOUS	740.25	250.00	490.25	296.1%
Total 6209 · ASSESSOR	90,791.80	142,850.00	-52,058.20	63.6%
6210 · ATTORNEY				
210-803 · GEN TWP ATTORNEY	3,506.25	15,000.00	-11,493.75	23.4%
210-805 · SPECIAL ATTORNEYS	187.00	700.00	-513.00	26.7%
210-808 · LEGAL SUPPORT	0.00	2,500.00	-2,500.00	0.0%
Total 6210 · ATTORNEY	3,693.25	18,200.00	-14,506.75	20.3%
6215 · CLERK				
215-021 · DEPUTY CLERK SALARY	23,664.01	36,000.00	-12,335.99	65.7%
215-702 · ANNUAL SALARY	31,850.54	47,600.00	-15,749.46	66.9%
215-705 · CLERK - ASSISTANT	0.00	200.00	-200.00	0.0%
215-727 · SUPPLIES	944.15	500.00	444.15	188.8%
215-860 · MILEAGE	304.02	1,200.00	-895.98	25.3%
215-865 · LUNCH STIPEND	25.00	400.00	-375.00	6.3%
215-900 · DUES AND PUBLICATIONS	280.00	600.00	-320.00	46.7%
215-956 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
215-960 · TRAINING AND SEMINARS	1,209.57	3,200.00	-1,990.43	37.8%
Total 6215 · CLERK	58,277.29	89,800.00	-31,522.71	64.9%
6225 · TAX ROLL				
225-814 · TAX ROLL PREP	0.00	6,000.00	-6,000.00	0.0%
225-817 · POSTAGE	4,146.80	10,000.00	-5,853.20	41.5%
Total 6225 · TAX ROLL	4,146.80	16,000.00	-11,853.20	25.9%
6247 · BOARD OF REVIEW				
247-702 · SALARIES	500.00	2,500.00	-2,000.00	20.0%
247-900 · PRINTING & PUBLICATIONS	310.00	500.00	-190.00	62.0%
247-956 · MISCELLANEOUS	92.52	200.00	-107.48	46.3%
247-960 · Training & Seminars	75.00	1,000.00	-925.00	7.5%
Total 6247 · BOARD OF REVIEW	977.52	4,200.00	-3,222.48	23.3%
6253 · TREASURER				
253-021 · DEPUTY TREASURER	23,145.60	35,000.00	-11,854.40	66.1%
253-022 · ASSISTANT TREAS	5,919.58	27,000.00	-21,080.42	21.9%
253-030 · Collecction Fees	0.00	200.00	-200.00	0.0%
253-702 · ANNUAL SALARY	31,544.73	47,600.00	-16,055.27	66.3%
253-727 · SUPPLIES	161.10	500.00	-338.90	32.2%
253-800 · SCANNER MAINT. FEE	600.00	650.00	-50.00	92.3%
253-805 · ATTORNEY	0.00	1,250.00	-1,250.00	0.0%
253-830 · POSTAGE - (receipts)	0.00	500.00	-500.00	0.0%
253-860 · MILEAGE	627.65	1,500.00	-872.35	41.8%
253-865 · LUNCH STIPEND	100.00	200.00	-100.00	50.0%
253-900 · DUES & PUBLICATIONS	95.00	250.00	-155.00	38.0%
253-956 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
253-960 · TRAINING & SEMINARS	478.00	2,000.00	-1,522.00	23.9%
Total 6253 · TREASURER	62,671.66	116,750.00	-54,078.34	53.7%

#101 General Fund
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
6265 · TOWNSHIP-GENERAL				
265-020 · VOID	0.00			
265-022 · CUSTODIAL	2,625.00	5,000.00	-2,375.00	52.5%
265-702 · SECRETARY	20,586.73	24,000.00	-3,413.27	85.8%
265-705 · TRASH REMOVAL	0.00	750.00	-750.00	0.0%
265-706 · Recycle Bins	8,435.00	25,000.00	-16,565.00	33.7%
265-727 · SUPPLIES	3,584.13	12,000.00	-8,415.87	29.9%
265-728 · EQUIP. MAINT/LEASE	3,749.60	6,000.00	-2,250.40	62.5%
265-729 · POSTAGE	1,461.00	6,000.00	-4,539.00	24.4%
265-757 · MILEAGE	207.40	300.00	-92.60	69.1%
265-774 · LAWN, SNOW REMOVAL	8,470.00	12,000.00	-3,530.00	70.6%
265-775 · HALL REPAIRS	102.00	2,000.00	-1,898.00	5.1%
265-850 · TELEPHONE	3,429.23	6,000.00	-2,570.77	57.2%
265-921 · UTILITIES	5,043.75	10,000.00	-4,956.25	50.4%
265-922 · Cable	622.37	1,200.00	-577.63	51.9%
265-930 · MAJOR REPAIRS & GEN UPKEEP	2,599.50	10,000.00	-7,400.50	26.0%
265-935 · INTERNET SERVICES	1,582.11	1,400.00	182.11	113.0%
265-956 · MISCELLANEOUS	0.00	1,000.00	-1,000.00	0.0%
265-957 · BANK CHARGES	170.00	30.00	140.00	566.7%
265-958 · Recording Fees	90.00	50.00	40.00	180.0%
6265 · TOWNSHIP-GENERAL - Other	700.00	500.00	200.00	140.0%
Total 6265 · TOWNSHIP-GENERAL	63,457.82	123,230.00	-59,772.18	51.5%
6276 · CEMETERY				
276-702 · SEXTON SALARY	4,350.00	6,600.00	-2,250.00	65.9%
276-976 · TRANS TO CEMETERY FUND	0.00	15,000.00	-15,000.00	0.0%
Total 6276 · CEMETERY	4,350.00	21,600.00	-17,250.00	20.1%
6410 · ZONING ADMINISTRATOR				
410-702 · SALARY	27,378.70	40,000.00	-12,621.30	68.4%
410-704 · ASSIST. ZONING ADMIN.	0.00	8,500.00	-8,500.00	0.0%
410-706 · INSPECTION FEES	0.00	50.00	-50.00	0.0%
410-710 · ATTEND BOARD MEETINGS	800.00	2,000.00	-1,200.00	40.0%
410-727 · SUPPLIES	79.75	350.00	-270.25	22.8%
410-805 · ATTORNEY	0.00	250.00	-250.00	0.0%
410-860 · MILEAGE	774.60	1,500.00	-725.40	51.6%
410-870 · LUNCH STIPEND	0.00	50.00	-50.00	0.0%
410-956 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
410-957 · PLANNER	0.00	500.00	-500.00	0.0%
410-965 · ENGINEER	0.00	500.00	-500.00	0.0%
410960 · TRAINING AND SEMINARS	0.00	250.00	-250.00	0.0%
Total 6410 · ZONING ADMINISTRATOR	29,033.05	54,050.00	-25,016.95	53.7%
6411 · PLANNING COMMISSION				
411-702 · SALARIES	4,770.00	9,000.00	-4,230.00	53.0%
411-727 · SUPPLIES	0.00	150.00	-150.00	0.0%
411-730 · TRAINING FOR PLANNING COMMISSIO	2,334.95	1,000.00	1,334.95	233.5%
411-750 · LUNCH STIPEND	0.00	150.00	-150.00	0.0%
411-805 · ATTORNEY	0.00	750.00	-750.00	0.0%
411-860 · MILEAGE	0.00	600.00	-600.00	0.0%
411-900 · PRINTING & PUB.	248.18	5,000.00	-4,751.82	5.0%
411-910 · RECORDING SECRETARY	825.00	2,000.00	-1,175.00	41.3%
411-950 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
411-956 · MASTERPLAN 2018	880.00	5,000.00	-4,120.00	17.6%
411-957 · PLANNER	3,747.50	6,000.00	-2,252.50	62.5%
411-958 · PROFESS SERV - PREAPPLICATION	0.00	2,000.00	-2,000.00	0.0%
411-965 · ENGINEER	0.00	2,000.00	-2,000.00	0.0%
Total 6411 · PLANNING COMMISSION	12,805.63	33,750.00	-20,944.37	37.9%

11:44 AM

03/05/20

Accrual Basis

#101 General Fund
Profit & Loss Budget vs. Actual
July 2019 through June 2020

	Jul '19 - Jun 20	Budget	\$ Over Budget	% of Budget
6412 · ZONING BOARD OF APPEALS				
412-702 · SALARIES	1,900.00	5,400.00	-3,500.00	35.2%
412-727 · SUPPLIES	0.00	50.00	-50.00	0.0%
412-730 · TRAINING SEMINARS	0.00	500.00	-500.00	0.0%
412-805 · ATTORNEY	501.50	1,250.00	-748.50	40.1%
412-900 · PRINTING & PUB	297.50	1,500.00	-1,202.50	19.8%
412-910 · RECORDING SECRETARY	290.00	1,000.00	-710.00	29.0%
412-956 · MISCELLANEOUS	0.00	100.00	-100.00	0.0%
412-957 · PLANNER	0.00	1,000.00	-1,000.00	0.0%
412-965 · ENGINEER	0.00	250.00	-250.00	0.0%
Total 6412 · ZONING BOARD OF APPEALS	2,989.00	11,050.00	-8,061.00	27.0%
6445 · DRAINS				
445-955 · DRAIN MAINTENANCE	19.88	12,000.00	-11,980.12	0.2%
Total 6445 · DRAINS	19.88	12,000.00	-11,980.12	0.2%
6446 · ROADS				
446-806 · ROAD MAINTENANCE	0.00	200,000.00	-200,000.00	0.0%
446-808 · DUST CONTROL	47,429.52	70,000.00	-22,570.48	67.8%
Total 6446 · ROADS	47,429.52	270,000.00	-222,570.48	17.6%
6756 · RECREATION DEPARTMENT				
756-702 · SALARY FOR REP	1,225.00	3,500.00	-2,275.00	35.0%
756-969 · HAPRA RECR CONTRACT	52,056.25	105,000.00	-52,943.75	49.6%
756-976 · TRANS TO RECREATION FUND	0.00	12,000.00	-12,000.00	0.0%
756-980 · MAINTENANCE RECREATION	0.00	5,000.00	-5,000.00	0.0%
Total 6756 · RECREATION DEPARTMENT	53,281.25	125,500.00	-72,218.75	42.5%
6856 · BONDS & INSURANCE				
856-910 · INSURANCE/BONDS	46,131.68	45,000.00	1,131.68	102.5%
856-913 · FEES-ADMIN	0.00	500.00	-500.00	0.0%
856-914 · EMPLOYER RETIRE. CONTRIB. D.C.	24,011.08	37,000.00	-12,988.92	64.9%
Total 6856 · BONDS & INSURANCE	70,142.76	82,500.00	-12,357.24	85.0%
6902 · BLDG IMP. CAPITAL OUTLAY				
902-977 · BLDG IMP. CAP OUTLAY	355.00	5,000.00	-4,645.00	7.1%
902-980 · OUTSIDE CONSULTANT	0.00	10,000.00	-10,000.00	0.0%
902-990 · TORNADO SIREN	850.00	1,000.00	-150.00	85.0%
Total 6902 · BLDG IMP. CAPITAL OUTLAY	1,205.00	16,000.00	-14,795.00	7.5%
6903 · EQUIPMENT& LAND				
903-977 · FURNITURE & FIXTURES	0.00	2,000.00	-2,000.00	0.0%
903-979 · COMPUTERS/SOFTWARE	20,044.51	25,000.00	-4,955.49	80.2%
Total 6903 · EQUIPMENT& LAND	20,044.51	27,000.00	-6,955.49	74.2%
6904 · TRANSFERS				
0450 · TRANS OUT	0.00	25,000.00	-25,000.00	0.0%
Total 6904 · TRANSFERS	0.00	25,000.00	-25,000.00	0.0%
6990 · CONTINGENCY				
990-990 · CONTINGENCY	0.00	10,000.00	-10,000.00	0.0%
Total 6990 · CONTINGENCY	0.00	10,000.00	-10,000.00	0.0%
Total Expense	830,568.12	1,701,130.00	-870,561.88	48.8%
Net Income	216,421.24	-126,429.00	342,850.24	-171.2%

Chloride Solutions

Ice & Dust Control

RATE QUOTE

Date: 2/7/20

Customer: *Marion Township*

Product: Liquid Calcium Chloride Brine for Dust Control

Applied Rate: \$.194 per gallon / 9,500 gallons per load

Discount Offered: 1% net 10 days of receipt; net 30 days

Customer Signature: _____

Date: _____

Quoted By: *Brian Hitchcock, President*

If awarded this bid, please sign and return to our office.

~ Fax: 517-521-4503 ~ Telephone: 517-521-2124 ~

~ Email: brian@mbhtrucking.net~

Chloride Solutions, LLC

672 N. M-52

Webberville, MI. 48892

Quote is good through the 2020 season

tammybeal@mariontownship.com

From: Westmoreland, Phil A. <philaw@spicergroup.com>
Sent: Friday, February 28, 2020 2:57 PM
To: 'supervisor@mariontownship.com'; tammybeal@mariontownship.com; Duane Stokes
Subject: FW: Marion Roads

Phil Westmoreland | Senior Project Manager I

SPICER GROUP, INC.

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

www.spicergroup.com

Stronger. Safer. Smarter. *Spicer.*

From: Jodie Tedesco <jtedesco@livingstonroads.org>
Sent: Friday, February 28, 2020 1:39 PM
To: Westmoreland, Phil A. <philaw@spicergroup.com>
Cc: Steve Wasylk <swasylk@livingstonroads.org>
Subject: RE: Marion Roads

Hi Phil,

Sorry I missed your call. We are not doing Burkhardt this year, we plan to rehabilitate the section from Mason to I-96 in 2021 and build a right turn lane where it turns to approach the ramp to EB I-96.

I worked up an estimate for Schafer Road from Bentley Lake to Pinckney Road. I thought a wedge and overlay would be appropriate also. My estimate with some base repair is \$450,000. The LCRC Board agreed to contribute 30% of the cost of construction up to \$100,000. Therefor LCRC would contribute \$100,000 and the Township would be responsible for \$350,000.

I've already given the Contractor the 2020 projects, I'm sure we could squeeze Schafer in if the township wanted it done this year.

I will put Pinckney Road on the crack seal list.

Let me know what the Board wants to do and if you need any more info from me.

Thanks,

Jodie

From: Westmoreland, Phil A. <philaw@spicergroup.com>
Sent: Friday, February 28, 2020 1:23 PM
To: Jodie Tedesco <jtedesco@livingstonroads.org>
Cc: 'supervisor@mariontownship.com' <supervisor@mariontownship.com>
Subject: Marion Roads

Hi Jodie –

Hope all is well with you.

Last night, Marion Twp chose to have 2 roads looked at for work this year. One is Burkhart Road from Norton to Mason. I was thinking double chip seal/fog seal, but we heard Howell Twp might be fixing their portion of the road this year, and the fix for both sections should probably match. We would like your opinion on what should be done to that section of road. Wedging/overlay and pulverize/overlay would certainly also be options. I think this road is a primary road, so it should qualify for that pot of funding.

The second road is Shafer from D-19 to Bentley Lake Road. The piece has a pretty fair amount of cracking, and some potholes are forming. It's probably too far gone for a chip seal, so I was thinking of wedge/overlay or base repair/wedge/overlay. Base repair could probably be limited to a few areas.

Finally, continued crack sealing on D-19 would be good to extend that investment as long as we possibly can.

Thanks. If you have any questions, please give me a call.

Phil Westmoreland | Senior Project Manager I

SPICER GROUP, INC.

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

www.spicergroup.com

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2020 PPP Average Cost / Mile

Treatment	Average Cost / Mile	Recommended Road Candidate Condition
2.0" Hot Mix Asphalt (HMA) Overlay	\$165,000	Paver Rating high 4, Surface raveling or first signs of wheel path cracking. Block cracking over 50%, patches in good condition.
HMA Wedge Course and 2.0" HMA Overlay	\$250,000	Paver Rating 3 or low 4, Moderate rutting, extensive block cracking, patches in poor condition.
Base Repair/HMA Wedge Course/ 2.0" HMA Overlay	\$300,000	Paver Rating high 2 or 3. Significant road deterioration. Patches 1,000 syds or less per mile. Unbuilt road with poor underlying soils.
2.5" Mill existing pavement/ 3.0" HMA Pavement 2-Lifts	\$350,000	Paver Rating 2 - 4. Roadway with curb and gutter or grade control. Surface raveling, cracking, poor patches.
Crush and grade existing pavement. HMA Pave, 400#/Syd 2-Lifts	\$385,000	Paver Rating 2 or 3. Significant road deterioration. Patches in poor condition - greater than 1000-syd per mile. Decent underlying road base.
Chip Seal with a Fog Seal	\$45,000 → 72,000	Low volume rural paved road. Minor surface defects and cracking.
HMA Wedge with a Chip Seal and Fog Seal	\$150,000	Low volume rural paved road. Minor rutting and deformation of pavement.
Reclamite-HMA pavement surface rejuvenator	\$15,000	3-5 year old newly paved roadway. Rejuvenates bitumen in the pavement to extend pavement life.
Overband Crack Seal.	\$10,000	Cracks 1/4" or larger

- ①
- ②
- ③
- ④
- ⑤
- ⑥
- ⑦
- ⑧
- ⑨

	TYPE PRESERVATION	COST PER MILE	Per Road Cost
① SCHAFER ROAD (Bentley Lake road to D19)	#2	250,000	505,000
② Cedar Lake R.D. (Jewell to NORTON)	#5	385,000	635,250
③ Burkart Road (NORTON to MASON)	2x chip/fog	72,000	22,320
④ NORTON Road (BURKART to MISS)	2x chip/fog	72,000	60,180

(MATCH

LCRC 30% TWP 70% MAX \$100,000 SHARE)

Beal Painting

2152 W. Schafer Rd.

Howell, MI 48843

Phone: 517-404-2535

E-mail: garybeal23@yahoo.com



Date: February 20, 2020

Client: Marion Township

Fix dents and cracks, move appliances and book cases, paint two coats of quality egg shell paint (I will furnish) for the township kitchen, meeting room, alcove and entrance hallway. I will also work nights, weekends or whatever it takes to work around your scheduled meetings.

Sincerely,

Gary W. Beal

Handwritten signature of Gary W. Beal in blue ink.

Total Price: \$1875

Thank you for using us for your projects. If you have any questions please contact us at 517-404-2535.

Infinity Painting, LLC

Quote

309 East St
Fowlerville, MI 48836
517-404-5195

DATE: February 25, 2020
INVOICE #
FOR:

Bill To:
Marion Township Hall

DESCRIPTION	AMOUNT
Main Hallway	\$495.00
Assembly Hall Including Alcove	\$1,845.00
Kitchen	\$ 495.00
8 Gallons Sherwin Williams Cashmere Eggshell Paint	\$360.00
Quote includes repairs of cracks & dents, 2 coats of eggshell paint.	
TOTAL	\$ 3,195.00

Please Make All Checks Payable To Infinity Painting, LLC