

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, August 25, 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 11, 2022 Regular Meeting Minutes
 - b. June 14, 2022 HAPRA Agenda/Minutes
 - c. August 17, 2022 MHOG Agenda/Minutes
 - d. August 17, 2022 HAFDA Agenda/Minutes
- 3) Construction Manager
- 4) Brent Drive Snow and Road Maintenance SAD
- 5) Tyler Private Road
- 6) Spangler Status
- 7) Hometown Update
- 8) Howell-Highland REU
- 9) Sewer/Water Flow Rate Data
- 10) Call to the Public Policy
- 11) Livingston County Catholic Charities Request

Correspondence and Updates
Marion Township Land Preservation Survey
Marion Township Tree

Call to the Public

Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, September 1, 2022.

11-11-2022 10:00 AM
11-11-2022 10:00 AM

DRAFT

**MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
AUGUST 11, 2022**

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

OTHERS PRESENT: John Gormley - Attorney
Phil Westmorland – Spicer Group

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

None

APPROVAL OF AGENDA

Greg Durbin motioned to approve the agenda as presented. Tammy Beal seconded. **MOTION CARRIED**

CONSENT AGENDA

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

LOVES CREEK/SESAME DRIVE SAD SNOW REMOVAL

Larry Grunn resides on Loves Creek and requested a Resolution to start the five-year Special Assessment District for Loves Creek/Sesame Drive Snow Removal.

Tammy Beal made a motion for a resolution to schedule a public hearing on the creation of the district for September 8, 2022, for Loves Creek/Sesame Drive Snow Removal Special Assessment for five years. Sandy Donovan seconded.

ROLL CALL: Dan Lowe: yes; Scott Lloyd: abstained; Tammy Beal: yes; Bob Hanvey: yes; Greg Durbin: yes; Les Andersen: yes; Sandra Donovan: yes. 6-0 MOTION CARRIED

CEDAR LAKE ROAD ESTIMATE

Dan Lowe would like to see a breakdown for the hill off Cedar Lake just south of Love's Creek and the low spot just south of Jewell Road. Bob Hanvey will request separate quotes for each section from The Livingston County Road Commission.

TYLER PRIVATE ROAD

Mike Tyler is requesting approval of a shared driveway, to access four parcels on a driveway off Bentley Lake Road. Kim Hiller from The Livingston County Road Commission stated in her letter that a permit for this shared driveway may be issued once they receive written approval from Marion Township, granting permission.

John Gormley recommended that Mr. Tyler specifically list which parcels will have access and which parcels will not.

Dan Lowe recommended having a 66-foot easement, even though the ordinance states 33-feet.

Mark Benedetti owns a 10-acre parcel off Bentley Lake Road. Mr. Benedetti is concerned that if the Township approves this request, then this would not resolve the land lock issue for some of the parcels off Bentley Lake Road.

Mr. Tyler stated that he is willing to work with everyone on this.

Bob Hanvey informed Mr. Tyler that he should have the properties surveyed and bring back a sufficient legal description that can be voted on.

SPANGLER STATUS

Bob Hanvey said that we are still waiting on a price for the control panel and the two pumps.

HOMETOWN UPDATE

Bob Hanvey stated that the Homeowners Association is working with Allen Edwin. Bob recommended that the other Board members should start thinking about the Sewer and Water for Hometown. There are a few options available such as:

- Doing individual Special Assessments
- Charge interest only for five years
- Pay-as-you-go for each house
- or any other suggested option.

MARION TOWNSHIP TREE

Bob Hanvey said that the tree in front of the Township office, near Coon Lake Road is in bad shape and needs to be removed. Les Andersen suggested asking Vinnie with the Livingston County Road Commission if they would remove the tree at no cost or at a discounted rate.

CALL TO THE PUBLIC POLICY

Les Andersen suggested having a policy for running Township meetings. (Township Board of Trustee meetings, ZBA meetings and Planning Commission meetings.)

Les Andersen read a list of recommendations from the MTA Red Book.

John Gormley stated that you have to offer an opportunity for each member of the public to comment during a public meeting.

Dan Lowe thought that three minutes was not long enough for an individual to speak and suggested allowing five minutes instead.

Bob Hanvey said that we will formalize these recommendations and bring it to the next meeting.

John Gormley stated that each Board will have to adopt their own policy.

ZBA REPORT

Dan Lowe stated that there was an interpretation case of Farm Market and road-side stands. The ZBA stated that because of the Right to Farm Act and GAAMPS, the applicant is allowed to have their road-side stand.

CORRESPONDENCE & UPDATES

Bob Hanvey said that more survey responses have come in for the Open Land Preservation Survey and many of the recent responses are not in favor, which is different from the initial responses.

CALL TO THE PUBLIC

Tammy Beal is attending a Cemetery class on Thursday, August 18th, therefor the next Board Meeting packet will not be ready until *Monday - August 22, 2022 after 3:00pm.*

Les Andersen inquired about Township complaints received by telephone.

ADJOURNMENT

Sandy Donovan motioned to adjourn at 8:15 pm. Les Andersen seconded. **Motion carried.**

Submitted by: J. Timberlake

Tammy L. Beal, *Township Clerk* (Date)

Robert W. Hanvey, *Township Supervisor* (Date)

HOWELL recreation

Howell Area Parks & Recreation Authority
Oceola Community Center

Regular Board Meeting Minutes

June 14, 2022

Call to Order

Vice Chair Diana Lowe called the meeting to order at 7:00 pm.

Attendance

Board Members: Vice Chair Diana Lowe, Secretary Nikolas Hertrich, Harold Melton on behalf of Treasurer Jean Graham, and Trustee Tammy Beal

HAPRA Staff: Tim Church, Jen Savage, Jordan Jones, Sam Gibbs, Kevin Troshak, Kyle Tokan

Public: Nathan Hilbrecht – 1723 Heron Loop Drive, Howell, MI

Absent:

Chairman Sean Dunleavy

Call to the Public

None Present

Staff Comments

- Jen Savage provided an update on the BS&A Software onboarding. Going very well with some staff still needing to complete their training.
- Jordan Jones gave a brief summary of the Flip and Flop event that was held this past Sunday (06/12/22). There were 82 participants and the largest fish caught was a 17" bass. This Saturday (06/18/22) there will be a trip to Potter Park Zoo, there are 10 kids and 12 adults registered for the event.
- Kevin Troshak informed the Board that camp began last week and was off to a great start because of great staff. On 06/15/22 there will be a trip to the Detroit Zoo. Although the forecast is calling for high temperatures the schedule has been adjusted to take the weather conditions into account.

Approval of Consent Agenda

Trustee Tammy Beal made a motion to approve the agenda, supported by Secretary Nikolas Hertrich. **Motion carried 4 – 0.**

Discussion – Budget Schedule

Director Tim Church spoke briefly concerning budgeting for 2023. The BS&A software platform has many tools that will help with the budgeting process. The BS&A trainer will be returning in the next few weeks for 3-hours to help enter data and provide additional training. For scheduling, in July/August it is anticipated that there will be a discussion on inflation and agenda items with budgeting to begin on 09/01/22. It is anticipated that the proposed 2023 budget will be presented to the Board during the September meeting.

Discussion – Melon Ball / Golf Outing

The Board was informed by Director Tim Church that the Howell Melon Fest civic application was recently approved by the Howell City Council. This year as part of the festivities and to raise funds for the event/HAPRA there will be the Melon Classic Golf Scramble on Friday July 22nd and the Melon Ball on Saturday July 23rd. Both events are taking place at Chemung Hills Golf Club and Banquet Center. For the Melon Ball tickets are \$50.00/person or a table of eight (8) for \$350.00. For Melon Royalty over 246 nominations have been received; registration is available on the Melon Fest website.

Vice Chair Diana Lowe inquired if we had reached out the Howell Chamber of Commerce to get the word out. Director Church and Jordan Jones replied that they are one of the event partners but they will approach them again after the Balloon Fest.

Directors Report

- **Community Survey**
180 electronic and 30 paper copies of the survey have been completed. There are lots of surveys out there right now. There might be an opportunity to partner with Aberrant Ales regarding providing a possible incentive to complete the survey. Currently developing a plan to reach out to more people in different ways.
- **Vacation**
Director Church will be on vacation from June 16th through the 27th with limited access to email. If needed he can be reached by cell but plans are in place with staff while he is out.

Committee Report: Dog Park

- Vice Chair Diana Lowe indicated that there was no update to provide. The last communication had with Friends of the Park occurred in May. The Vice Chair indicated she wanted to get the agreement done; Director Tim Church will follow up.

Old Business

None

New Business

- Secretary Nikolas Hertrich provided a summary of the Melon Fest Civic Application review/approval given by the City of Howell. Jordan Jones was present at the Council Meeting and did an excellent job answering questions and representing the organization. Trustee Tammy Beal inquired about who was participating in the parade and if Grand River would be shut down. Jordan Jones relayed that the complete list of parade participants is still being worked on but the Shriners are expected to be present however the Howell Band will not as they will be returning from band camp. Grand River is being shut down for the parade but not for vendors. The City of Howell is working with the Michigan Department of Transportation regarding the road closure. Everyone is very excited for the parade.

Next Meeting

Tuesday, July 19, 2022, at 7:00 PM at the Oceola Community Center

Adjournment

Motion to adjourn meeting at 7:26 PM by Trustee Tammy Beal and supported by Secretary Nikolas Hertrich.

Motion carried 4-0

Approved

Date

Respectfully Submitted by: Nikolas Hertrich, Secretary

MHOG Water Authority Meeting August 17, 2022 at 5:00 PM

AGENDA

1. Approval of the Minutes of July 20, 2022
2. Call to Public
3. Reports
 - Staff Reports: (Greg Tatara)
 - Treasurer (Robin Hunt)
 - Engineer (Gary Markstrom)
 - CPA (Ken Palka)
4. New Business
 - Correspondence
5. Old Business
6. Adjournment

Marion Howell Oceola Genoa

WATER AUTHORITY

MHOG Water Authority Meeting MINUTES

The Marion, Howell, Oceola, Genoa Water Authority met on July 20, 2022 at 5:00 PM. Members present were Bamber, ~~Coddington~~, Rogers, Lowe, Hohenstein, Schuhmacher and Hanvey.

COUNTS

The meeting was called to order by Chairman Hanvey.

A call to the public was held.

A motion was made by Rogers to approve the minutes of the June 15, 2022 meeting. The motion was seconded by Schuhmacher and carried.

CONTRACT AMENDMENT

A motion was made by Rogers to authorize \$3,000.00 for a Tetra Tech study No. 275. The motion was seconded by Hohenstein and carried.

A motion was made by Hohenstein to approve the proposal by Concrete Construction Inc. for \$11,000.00 to install 4" reinforced paving. The motion was seconded by Schuhmacher and carried.

A motion was made by Rogers to allocate up to \$6,500 to install a level sensor by SCADA. The motion was seconded by Hohenstein and carried.

A motion was made by Schuhmacher to approve General Fund checks # 9220 through 9251 and PR 760-767, totaling \$201,554.95. The motion was seconded by Hohenstein and carried.

A motion was made by Hohenstein to approve check #1011 totaling \$76,725.00 from the Capital Reserve Replacement Fund. The motion was seconded by Schuhmacher and carried.

A motion was made by Schuhmacher to adjourn. The motion was seconded by Hohenstein and carried.

William J. Bamber, Secretary



MHOG Utility Department

2911 Dorr Road
Brighton, MI 48116
810-227-5225
www.mhog.org

August 12, 2022

Marion, Howell, Oceola, and Genoa Sewer and Water Authority
1577 North Latson Road
Howell, MI 48843

Subject: M.H.O.G. – August 2022 Board Report

Dear Board Members;

The MHOG System operated well over the past month; and with a warm and dry month of July, our production volume was the 4th highest month for MHOG. The front cover photograph shows a cut in driveway for the storage building. Staff performed this all in-house, with our equipment in anticipation of the pulverizing and paving project at the end of August. This will provide a place for the excess pulverized and milled asphalt, saving money and providing good drive though access for the storage building. Following is a summary of the major activity since the previous meeting.

- Our peak demand day was 4.02 MG on July 22nd. Presented in the report is trend data from SCADA for tower elevations. Despite demand, all towers stayed above 50% full. Also, there are a few more operational modifications we can make to keep tower levels adequate during peak demand times. Ultimately, we will need cross country main improvements; however, we are optimistic we can continue to operate with no impact to customers until prices and pipe supply become more reasonable.
- For new construction, the following summarizes the activities for the past month:
 - Construction phase invoice was submitted for Bible Baptist.
 - The initial plan review was completed for CPK investments on Grand Commerce Drive in Howell Township
 - An internal plan review was completed for a proposed Panda Express, adjacent to Lowe's in Howell.
- Large direction drill equipment was observed on Lucy Road; however, we did not notice water main pipe. We will keep inspecting as there will be a progress hearing soon on the Padnos Lawsuit.
- We continue to work with the Drain Commissioner's office on the Chestnut Crossing Drainage Outlet. We have a conference call with the attorney scheduled for August 16th as the developer requested substantial changes to the agreement to make a public drain. We

will update the board on the results of this call and options to prevent discharge to the MHOG property.

- The Deputy report provides flow and production data, and quotes to repair the air conditioner as well as the actuator for the pressure reducing valve at the plant.
- Presented in the budget section is the 9-month budget to actual, proposed amended budget, and proposed FY2023 budget along with rate increase proposals for irrigation usage and normal potable usage. The goal is to increase Reserve Fund Balances and corresponding Transfers to Reserves due to high cost of Repairs, Replacement, and CIP Projects. Also due to supply timelines, it is becoming difficult to budget expenditures during the fiscal year as items like pumps are taking in some instances, over 6-months to arrive thus going over fiscal years for orders versus payment. Therefore, for actual replacement, we would like to do a better job of paying for these items out of replacement reserves and lower the yearly budgeted line item amounts. We plan to review with the Board the proposed budget details and options for rate increases.
- We were able to get ETNA to provide 40 water meters after telling them blanks were being installed. As of the time the meters arrived, we had installed blanks in 20 homes. Currently, our staff is changing these blanks out for meters, so the estimated time was at most about 6 weeks.

We look forward to discussing the contents of the report in detail with the Board at the regular meeting on August 17, 2022.

Sincerely,



Greg Tatara
Utility Director

HOWELL AREA FIRE AUTHORITY AGENDA

Date: August 17, 2022

Time: 6:00 PM

Board members

Bill Bamber, Oceola Twp, Chairman
Mike Coddington, Howell Twp., Vice Chairman
Mark Fosdick, Cohoctah Twp., Secretary
Robert Hanvey, Marion Twp., Treasurer

Bob Ellis, City of Howell, Member
Ron Hicks, Fire Chief
Laura Walker, Asst. Sec/Treasurer

WELCOME!

Visitors are invited to attend all meetings of the Howell Area Fire Authority Board. If you wish to address the Board, you will be recognized by the Chairman.

Agenda Items

Meeting called to order at 6:00pm

Pledge of Allegiance

Approve the minutes of the regular meeting of July 20, 2022

Call to public (Items not on the agenda)

Appeal of Personnel Committee's decision

Discussion/Approval Annual Livingston County Form L-4029 Tax Rate Request

Discussion/Approval Replacement of HVAC System at Station 22

Chief's Comments

- Open House
- MERS Annual Actuarial Report

Approve Payment of Bills and Payroll in the amount of \$ 195,153.05

New Business

Old Business

Approve Minutes of Closed Session Minutes on 07/20/2022

Closed Session

Adjournment

HOWELL AREA FIRE AUTHORITY

July 20, 2022 – 6:00 pm

Oceola Township Hall – 1577 N. Latson Rd. Howell, MI 48843

Board Members Present:

Chairman Bill Bamber, Jonathan Hohenstein (sitting in for Vice Chairman Mike Coddington), Treasurer Bob Hanvey, Secretary Mark Fosdick, Member Bob Ellis, Attorney Kevin Gentry, Fire Chief Ron Hicks, Asst. Sec/Treas. Laura Walker

Absent: Vice Chairman Mike Coddington

Chairman Bill Bamber called the meeting to order at 6:03 pm

Approve the minutes of the regular meeting of June 15, 2022: MOTION by Mr. Ellis, SUPPORT by Mr. Hanvey to approve the minutes of the regular meeting of June 15, 2022. MOTION CARRIED UNANIMOUSLY.

Call to Public: No Response

Discussion/Approval: Comments from Personnel Committee on salary increase for Fire Chief. MOTION by Mr. Fosdick, SUPPORT by Mr. Ellis to recommend 2% increase for the Fire Chief. MOTION CARRIED UNANIMOUSLY.

Discussion/Approval of new Fire/EMS Reporting Software. MOTION by Mr. Fosdick, Support by Mr. Ellis to approve purchase of new Fire/EMS Reporting Software from First Due. MOTION CARRIED UNANIMOUSLY.

Discussion/Approval annual election of HAFA Board Officer positions. MOTION by Mr. Ellis, SUPPORT by Mr. Hanvey to reappoint current officers in the same positions. MOTION CARRIED UNANIMOUSLY.

Approve payment of Bills and Payroll: MOTION by Mr. Ellis, SUPPORT by Mr. Fosdick to authorize payment of Bills and Payroll in the amount of \$175,563.26. MOTION CARRIED UNANIMOUSLY.

Enter Closed Session: MOTION by Mr. Fosdick, SUPPORT by Mr. Ellis to enter closed session at 6:19pm. Roll call vote taken: Mr. Hanvey-yes, Mr. Fosdick-yes, Mr. Bamber-yes, Mr. Ellis-yes. 4 yeas, 0 nays. MOTION CARRIED

End Closed Session: MOTION BY Mr. Hanvey, SUPPORT by Mr. Ellis to end closed session and return to regular meeting at 6:29pm. Roll call vote taken: Mr. Hanvey-yes, Mr. Fosdick-yes, Mr. Bamber-yes, Mr. Ellis-yes. 4 yeas, 0 nays. MOTION CARRIED.

Adjourn: MOTION by Mr. Ellis, SUPPORT by Mr. Fosdick to adjourn the meeting at 6:30pm. MOTION CARRIED UNANIMOUSLY.

Respectfully Submitted: _____
Laura Walker, Asst. Secretary/Treasurer

Approved By: _____
Mark Fosdick, Secretary

MONTHLY UPDATE TO THE BOARD

TO: HOWELL AREA FIRE AUTHORITY BOARD OF DIRECTORS
FROM: RON HICKS, FIRE CHIEF
SUBJECT: MONTHLY HAFD REPORT FOR JULY 2022
DATE: AUGUST 17, 2022

During the month of July, the HAFD responded to a total of 149 calls for service. There were 164 calls in July of 2021. The total year-to-date runs for 2022 is 1124. Last year's total at the end of July was 1055.

Some of the more significant events for the month included:

On July 1st, Howell Firefighters were dispatched AMA to Brighton Area Fire for a Building fire in the 300 block of Hughes Rd. in Genoa Township. Upon arrival, crews assisted with fire ground operations and water supply. The fire was in the kitchen of the Faulkwood Shores Golf Club Restaurant.

On July 3rd, Howell Firefighters were dispatched AMA to Hartland Area Fire for a reported structure fire in the 8000 block of Riverwalk Dr. in Tyrone Township. Upon arrival, crews reported a working fire in a single-story ranch under construction. Crews assisted with fire ground operations and water supply.

On July 10th, Howell Firefighters were dispatched to a reported vehicle fire in the 900 block of S. Michigan Ave. in the City of Howell. Upon arrival, crews reported a working fire with a building as an exposure, crews quickly cooled the side of the building and extinguished the vehicle fire.

On July 31st, Howell Firefighters were dispatched to a reported vehicle crash in the 600 block of Byron Rd. in the City of Howell. Upon Arrival, crews reported a vehicle off the roadway that crashed into a parked vehicle. Crews were informed this was a hit and run and (1) one person needed evaluation.

Training for the month of July consisted of the drivers' training course on Saturday July 13 and 20, as well as skills stations involving rescue tools, ropes and knots, engine operation, ground ladders and Aerial truck operations.

Next meeting of the Howell Area Fire Authority Board is scheduled for Wednesday August 17th, 2022, at 6:00 pm.



Howell Area Fire Department Fire Marshal Division

1211 W Grand River Ave, Howell, MI 48843
office: 517-546-0560 fax: 517-546-6011
firemarshal@howellfire.net

DATE: August 5, 2022
TO: Chief Ron Hicks
Fire Authority Board
FROM: Jamil Czubenko, Deputy Chief/Fire Marshal
REF: July 2022 Month End

The month of July 2022 was busy in the Fire Marshal Division (FMD).

The FMD participated in emergency responses and department training throughout the month.

Planning and meetings continue for the Howell Melon Festival, Melon Run and Parade. The 62nd Annual Melon Festival will be August 10-14. The HAFD will be active throughout the event for many of the activities going on.

The FD continues to share our safety messages and keeping our customers informed. Our Facebook page has 4,690 current followers. Our Instagram currently has 736 followers where similar messages and images are shared to promote our department.

Food Truck/Trailer events continue and to occur throughout our jurisdiction, where the FMD has performed fire safety inspections. This is our sixth year for Mobile Food Vendors (MFV) to apply to the HAFD and then be inspected for compliance. To date, we've had over 33 applicants this year.

The FMD has been involved with buyers and sellers of property for vacant property and existing buildings throughout our jurisdiction. A few proposals for projects have been submitted for review and comment. New and renovation construction, along with change of occupancy inspections have continued where we can continue to utilize safe practices for us and our customers.

Our Smoke Detector Program visited 7 homes, where we evaluated and/or installed new equipment. Captain Appleyard had done 4 Child Safety Seat inspection for the month as well.

August 2022 brings us more planning for future projects and various fire prevention events.

INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-1058	611 - Dispatched & cancelled en route	07/13/2022	5999 E GRAND RIVER	STA20
2022-1066	311 - Medical assist, assist EMS crew	07/14/2022	1365 W MARR RD	BR24,STA24
2022-1072	600 - Good intent call, other	07/15/2022	3265 HILL HOLLOW LN	C-202,EN20,EN24,STA20
2022-1082	412 - Gas leak (natural gas or LPG)	07/16/2022	3401 W GRAND RIVER	EN20,STA20
2022-1090	551 - Assist police or other governmental agency	07/18/2022	3066 IVY WOOD CIR	BR24,STA20,STA24
2022-1091	600 - Good intent call, other	07/18/2022	3272 N BURKHART RD	BR22,BR24,LT24
2022-1093	551 - Assist police or other governmental agency	07/18/2022	3066 IVY WOOD CIR	BR24,STA24
2022-1099	611 - Dispatched & cancelled en route	07/20/2022	5999 E GRAND RIVER	EN20,STA20
2022-1103	600 - Good intent call, other	07/21/2022	4545 W GRAND RIVER	BR20,STA20
2022-1109	141 - Forest, woods or wildland fire	07/23/2022	4000 OWOSSO RD	BR20,EN20,STA20
2022-1111	600 - Good Intent call, other	07/23/2022	1784 BYRON RD	BR20,STA20
2022-1112	745 - Alarm system activation, no fire - unintentional	07/24/2022	1475 N BURKHART RD	C-202,EN20,STA20
2022-1113	551 - Assist police or other governmental agency	07/25/2022	3333 OAK GROVE RD	BR20,BR24,CPT24,STA20
2022-1115	320 - Emergency medical service, other	07/25/2022	2990 MONTERAY CT	BR24,EN20,STA20,STA24
2022-1119	311 - Medical assist, assist EMS crew	07/25/2022	1657 LAYTON RD	BR20,STA20
2022-1127	551 - Assist police or other governmental agency	07/28/2022	193 BAIN DR	BR20,BR24,CPT24,STA20
2022-1128	746 - Carbon monoxide detector activation, no CO	07/29/2022	4497 GRAPE VINE DR	EN20,STA20
2022-1132	600 - Good intent call, other	07/31/2022	1333 E I96	EN20,FM2,STA20

Total # Incidents for HOWELL TWP:

33

ZONE: MARION - MARION Twp

2022-0982	311 - Medical assist, assist EMS crew	07/01/2022	1333 WEATHERSTONE LN	BR20,LT203,STA20
2022-0999	551 - Assist police or other governmental agency	07/03/2022	1451 TRIANGLE LAKE RD	BR23,CPT23,STA20,STA23
2022-1009	311 - Medical assist, assist EMS crew	07/05/2022	121 DINKEL DR	BR23
2022-1011	412 - Gas leak (natural gas or LPG)	07/05/2022	4077 CEDAR LAKE RD	EN23
2022-1013	311 - Medical assist, assist EMS crew	07/05/2022	56 S BURKHART RD	BR20,STA20
2022-1017	311 - Medical assist, assist EMS crew	07/06/2022	235 E COON LAKE RD	BR23,STA20,STA23
2022-1031	311 - Medical assist, assist EMS crew	07/08/2022	4238 NORTON RD	BR20,FM2,STA20
2022-1048	551 - Assist police or other governmental agency	07/11/2022	4539 PARKER DR	BR20,LT23,STA20
2022-1060	551 - Assist police or other governmental agency	07/13/2022	321 CRANBROOK DR	BR20,BR23,LT23,STA20
2022-1065	631 - Authorized controlled burning	07/14/2022	2900 JEWELL RD	EN23,FM2,STA20
2022-1074	311 - Medical assist, assist EMS crew	07/15/2022	22 SEDUM	BR20,STA20
2022-1075	311 - Medical assist, assist EMS crew	07/15/2022	120 NEWBERRY LN	BR20,EN20
2022-1076	551 - Assist police or other governmental agency	07/15/2022	350 DINKEL DR	BR20,BR23,CPT23,STA20,STA23
2022-1088	551 - Assist police or other governmental agency	07/18/2022	2280 CRYSTAL CROSSING DR	BR20,STA20
2022-1100	322 - Motor vehicle accident with injuries	07/20/2022	488 CEDAR LAKE RD	C-202,EN20,STA20

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



INCIDENT NUMBER	INCIDENT TYPE	DATE	LOCATION	APPARATUS
2022-1107	444 - Power line down	07/22/2022	3685 WINTERWOOD DR	BR23,EN20,STA20,STA23
2022-1114	444 - Power line down	07/25/2022	3111 SANITORIUM RD	BR23,STA20
2022-1126	311 - Medical assist, assist EMS crew	07/28/2022	3043 PINGREE RD	BR20,BR23,CH23,STA20,STA23
2022-1130	142 - Brush or brush-and-grass mixture fire	07/30/2022	2575 NORTON RD	BR20,BR21,BR23,EN20

Total # Incidents for MARION:

19

ZONE: OCEOLA - OCEOLA Twp

2022-0993	631 - Authorized controlled burning	07/02/2022	429 N LATSON RD	BR20,EN22,STA22
2022-0997	745 - Alarm system activation, no fire - unintentional	07/02/2022	3910 CLYDE RD	EN22,EN24,LT22
2022-1006	311 - Medical assist, assist EMS crew	07/05/2022	1793 ELDON AVE	BR22
2022-1008	311 - Medical assist, assist EMS crew	07/05/2022	1237 RISEN STAR WAY	BR22,EN22
2022-1010	311 - Medical assist, assist EMS crew	07/05/2022	1760 JONAH DR	BR22,C-202,STA22
2022-1018	311 - Medical assist, assist EMS crew	07/06/2022	5300 ARGENTINE RD	EN22
2022-1019	540 - Animal problem, other	07/07/2022	2668 TURNBERRY LN	EN22
2022-1024	311 - Medical assist, assist EMS crew	07/07/2022	689 CHICAGO DR	BR20,STA20
2022-1034	424 - Carbon monoxide incident	07/08/2022	2363 SUMMIT CEDAR DR	EN21,EN22,LT22
2022-1041	600 - Good intent call, other	07/09/2022	2553 KERRIA DR	EN20,EN22
2022-1043	551 - Assist police or other governmental agency	07/10/2022	5788 WHISPERING OAKS LN	C-202,CPT22,EN20
2022-1068	551 - Assist police or other governmental agency	07/15/2022	5204 MACK RD	BR22
2022-1069	733 - Smoke detector activation due to malfunction	07/15/2022	2518 HILLTOP LN	EN22
2022-1085	311 - Medical assist, assist EMS crew	07/16/2022	2398 PLEASANT RDG	STA22
2022-1086	600 - Good intent call, other	07/16/2022	4499 MCGUNN RD	EN22
2022-1092	551 - Assist police or other governmental agency	07/18/2022	2398 PLEASANT RDG	BR22,C-202
2022-1094	551 - Assist police or other governmental agency	07/19/2022	3321 CLYDE RD	BR24,C-202,EN22,STA24
2022-1105	322 - Motor vehicle accident with injuries	07/22/2022	1989 N LATSON RD	EN22,STA22
2022-1122	600 - Good intent call, other	07/27/2022	2020 E GRAND RIVER	EN20,FM2
2022-1123	311 - Medical assist, assist EMS crew	07/27/2022	6645 DUNN RD	BR22
2022-1124	551 - Assist police or other governmental agency	07/27/2022	3500 BIGELOW RD	BR22,FM2,STA22

Total # Incidents for OCEOLA:

21

ZONE: PUTNAM - PUTNAM TWP

2022-1014	571 - Cover assignment, standby, moveup	07/05/2022	7901 PINCKNEY RD	C-202,CPT23,EN23,STA23
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Total # Incidents for PUTNAM:

1

ZONE: TYRONE - TYRONE TOWNSHIP

2022-1002	111 - Building fire	07/03/2022	8503 RIVERWALK DR	BR24,EN20,EN24,FM2,TA22
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Total # Incidents for TYRONE:

1

TOTAL # INCIDENTS:

149

Only REVIEWED incidents included. Archived Zones cannot be unarchived.



MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Brent Drive Snow / Maintenance SAD
Date: August 25, 2022

We received a request from a Brent Drive resident to continue the SAD for another five years. The current SAD expires with the winter 2022 tax bill.

Attached is a resolution to create another SAD for five years.

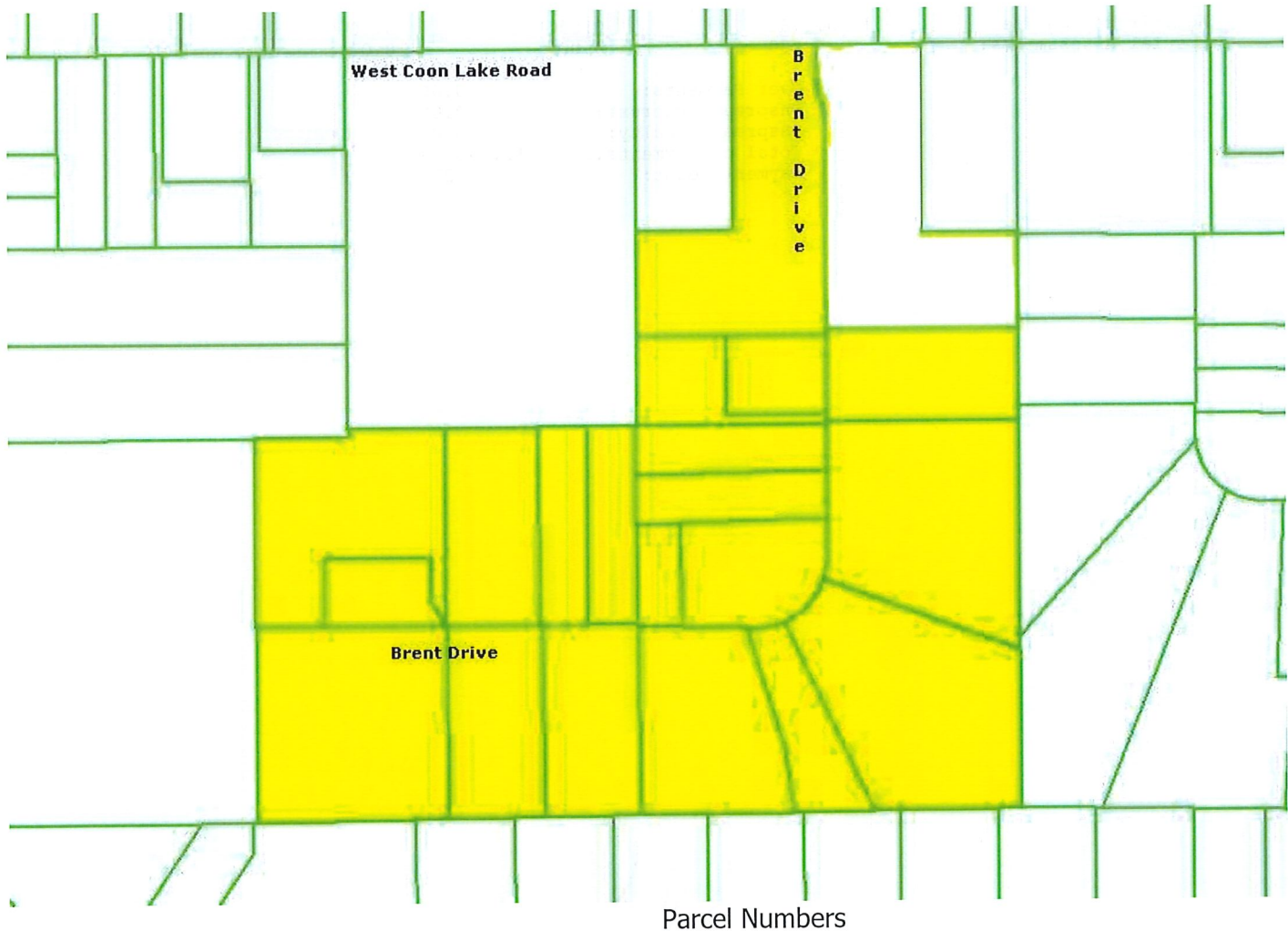
tammybeal@mariontownship.com

From: Bonnie Bon <bbon21510@gmail.com>
Sent: Monday, August 8, 2022 1:43 PM
To: tammybeal@mariontownship.com
Subject: Brent drive

To Marion township board , I am requesting a renewal on our special assement for Brent drive. This works out to cover our road repairs, road maintenance and snow removal. All my neighbors are aware of this.Thanking you in advance..
Bonnie white...please contact if you have any questions. 517 5489312

**RESOLUTION SCHEDULING HEARING ON THE CREATION OF
BRENT DRIVE SNOW REMOVAL AND MAINTENANCE
SPECIAL ASSESSMENT DISTRICT**

BE IT HEREBY RESOLVED the township board does hereby tentatively declare its intent to provide snow removal service and maintenance to the following described area in Marion Township



4710-19-400-010	4710-19-400-021	4710-19-400-027	4710-19-400-034
4710-19-400-012	4710-19-400-022	4710-19-400-028	4710-19-400-035
4710-19-400-013	4710-19-400-023	4710-19-400-029	4710-19-400-036
4710-19-400-014	4710-19-400-024	4710-19-400-030	4710-19-400-037
4710-19-400-019	4710-19-400-026	4710-19-400-033	4710-19-400-038

BE IT FURTHER RESOLVED that the township board does tentatively designate the special assessment district against which the costs of the service is to be placed as Brent Snow Removal and Maintenance District

which shall include the lands and premises more particularly described above.

BE IT FURTHER RESOLVED that a public hearing on any objections to the service, to the cost, and to the special assessment district proposed to be established for the assessment of the cost of such service, shall be held on October 13, 2022 during a regular meeting of the Township Board at the Marion Township Hall, 2877 West Coon Lake Road, Howell MI 48843, commencing at 7:00 PM.

BE IT FURTHER RESOLVED that the clerk is instructed to give the proper notice of such hearing by mailing and publication in accordance with law and statute provided.

BE IT FURTHER RESOLVED that all resolutions and parts of resolutions insofar as they conflict with the provisions of this resolution are hereby rescinded.

Roll call vote:

The following voted YES:

The following voted NO:

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 25th day of August, 2022, and further certify that the above Resolution was adopted at said meeting.

Tammy L Beal, Marion Township Clerk

Date

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Hometown "Phase Three" purchase agreement
Date: August 25, 2022

Attached for your review and comment is the August 18, 2022 version of the Purchase Agreement proposed by Green Development Ventures, L.L.C. (Allen-Edwin).

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (this "Agreement") is made _____, 2022, by and between Green Development Ventures, LLC, a Michigan limited liability company of 2186 E. Centre Ave., Portage, MI 49002 ("Purchaser") and Marion Township of 2877 W. Coon Lake Rd., Howell, MI 48843 ("Seller") as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase vacant land located in Marion Township, Livingston County, Michigan, (the "Land").

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Land. Seller agrees to sell and Purchaser agrees to purchase vacant land located in Marion Township, Livingston County, State of Michigan, as described on Exhibit "A" (the "Land"), commonly referred to as Phase 3 of Hometown Village. Exhibit A contains the legal description of the Land.

2. Purchase Price. The Purchase Price shall be Five Hundred Fifty Thousand Dollars (\$550,000.00).

The Purchase Price shall be delivered at Closing in immediately available funds subject to the terms and conditions stated in this Agreement. The Purchaser's obligations under this Agreement are not contingent upon financing.

3. Investigation Period; Right to Terminate. The "Investigation Period" shall expire three (3) months following the date this Land Purchase Agreement has been executed by both parties (the "Effective date"). During the Investigation Period, Purchaser shall have the right to have the Land inspected, surveyed, evaluated, analyzed, tested, appraised and/or assessed for any matter whatsoever, including but not limited to, market value; soil conditions; location of flood plains; presence of wetlands and necessary mitigation, if any; storm water drainage systems; presence of environmental contamination; health and safety conditions; access to utilities; access to public roads; zoning; compliance with laws, codes and ordinances and any other matter desired by Purchaser. Purchaser also shall attempt to negotiate any necessary variances, easement, and approvals as may be required from the existing Hometown Village homeowners association. Seller hereby grants Purchaser and Purchaser's agents, employees, representatives, consultants, and contractors a nonexclusive license during the term of this Agreement, to enter and have access to the Land for purposes of having such investigations performed and the right to discuss the Land and the conditions related thereto with governmental authorities. Also, during the Investigation Period, Purchaser shall diligently and in good faith pursue entitlement of the land as a single family residential site condominium community; in the event Purchaser has pursued such approvals in a diligent manner, and one or more requisite approvals have not been obtained, Purchaser may extend this period for up to twelve (12) additional months by paying a non-refundable fee (the "Extension Fees") of three thousand dollars (\$3,000.00) per month. The Extension Fees shall be applied to the Purchase Price. Purchaser may choose to have contractors perform site investigation

work on site. During the Investigation Period, and any extensions thereof, Purchaser has sole discretion to terminate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of Closing shall be prorated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing.

5. Closing Deadline; Purchase Schedule. The parties agree to Schedule a closing at the earliest possible time following the end of the Investigation Period, but in no event later than ten (10) business days following the end of the Investigation Period, or any extension thereof.

6. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:

A. A Warranty Deed conveying to Purchaser title to the Land, executed and acknowledged by Seller in recordable form;

B. An ALTA fee owner's policy of title insurance or equivalent coverage from a title insurance company that is acceptable to Purchaser (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Land without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien of prorated property taxes not yet due and payable, (2) utility easements serving the Land, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (4) such other matters that are not objected to by Purchaser.

C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.

7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.

8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any special assessments (sewer or otherwise) that currently exist against the Land. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Land shall also be prorated based on the date of Closing.

9. Title. Purchaser shall order a commitment for an owner's policy of title insurance from Devon Title Agency (the "Title Policy") within ten (10) days of the date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment within five (5) business days. Seller shall have five (5) business days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing. If Purchaser

notifies Seller of the existence of defects rendering title unmarketable and should Seller fail to effect cure of such defects by Closing, Purchaser may, at its option: (1) extend the time for Seller's performance hereunder only if Seller so requests, (2) waive such objections, or (3) terminate this Agreement.

10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser.

11. Environmental Matters. Purchaser may, at its expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports").

12. Representations and Warranties of Seller. Seller hereby represents and warrants to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, which representations and warranties shall survive Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as set forth in the Site Investigation Report, Seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. At Closing, there will be no parties in possession of the Land or entitled to possession thereof other than Seller. There will be no leases, agreements, options or other instruments or agreements in effect with respect to the Land.

D. There are no existing or pending condemnations or sales in lieu thereof with respect to the Land, or any part thereof, nor have any such actions, suits, proceedings or claims been threatened or asserted.

E. Seller has the right to, and will convey to, Purchaser the Property pursuant to the Warranty Deed.

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments. Except for any ordinary accruals of dues, no future assessments against the Land have been announced.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have

reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

H. All federal, state and local real estate, personal property and other taxes relating to the Land (other than those not currently due and payable) shall be properly paid on or before the Closing. Seller has not received any notice of assessment or proposed assessment in connection with the Land.

I. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

J. The Land and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

K. With the exception of the documents provided to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

L. The Land is not subject to a Farmland Development Rights Agreement or similar agreement restricting development of the Land.

13. Representations and Warranties of Purchaser. Purchaser hereby represents and warrants to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Indemnification. Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Land; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Land; and/or (ii) arising out of Purchaser's activities conducted under Paragraph 3 of this August 18, 2022 version – Page 4

Agreement; and/or (iii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, or in the event any Representation and Warranty made by Seller pursuant to this Agreement is untrue when made, then Purchaser shall be entitled to either (i) terminate this Agreement, and seek Purchaser's actual damages arising from Seller's breach; or (ii) seek specific performance of this Agreement, and seek Purchaser's actual damages provided, however, there will be no specific performance if Seller's failure to close is caused by its inability to clear a title exception, and in such event Purchaser's damages will be limited to its direct out-of-pocket costs for entering into this Agreement.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

16. Attorneys' Fees. The prevailing party in any legal proceeding brought under or with relation to this Agreement or transaction shall be entitled to recover court costs, reasonable attorneys' fees and all other litigation expenses from the non-prevailing party.

17. Sale and Assignment of Agreement. Purchaser shall have the right to assign all of its rights and delegate all of its obligations under this Agreement to either an existing or a newly created LLC owned by affiliates or principals of Purchaser and others, and managed by principals of Purchaser, provided however, that no assignment shall operate as a release of the Purchaser. Except as otherwise set forth above, neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent via e-mail and also to the respective addresses set forth below:

To Seller:

Marion Township
Attn: Robert Hanvey, Supervisor
2877 W. Coon Lake Rd.
Howell, MI 48843

To Purchaser:

Green Development Ventures, LLC
ATTN: Thomas M. Larabel
2186 East Centre Ave.
Portage, Michigan 49002

With a copy to:

Eric J. Guerin
2186 E. Centre Ave.
Portage, Michigan 49002

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Seller and Purchaser shall be responsible for any compensation owing to any broker or consultant that they created in connection with the transaction contemplated by this Agreement and the party creating any such obligation agrees to indemnify and hold the other party harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the other party shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.

G. Seller and Purchaser agree to a special assessment against each unit for municipal water and sewer service at the current rates over a Twenty (20) year period. The special assessment shall begin prior to issuance of the first Land Use Permit for the project. Any amount of assessment remaining shall be assumable by the homeowner when a single-family residence is sold on one of the units. The owner of a unit has the option of early pay off of any remaining special assessment. An amortization of the water and sewer special assessments are attached as exhibit B. The exhibits were prepared with the assumption that the first Land Use Permit is issued by July 1, 2023 and the amortization allows for interest only for the first 5 years, followed by principal payments beginning in the 6th year. Seller and Purchaser will enter into an agreement regarding the municipal water and sewer service special assessments during the Investigation Period.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the date first above written.

SELLER:

Marion Township

By: _____

Its:

PURCHASER:

Green Development Ventures, LLC

By: _____

Thomas M. Larabel

Its: Vice President

EXHIBIT A
Hometown Village Phase 3
Marion Township, Livingston County

Commonly Referred to as Hometown Village Phase 3.
Parcel Number: 4710-11-200-018

Legal Description of Land:

EXHIBIT B
Hometown Village Phase 3
Marion Township, Livingston County

Sewer

9,000.00 Balance July 1, 2023
600.00 Annual Principal Payment
5.0000% Interest Rate

Year End Amounts	Prior YE Balance	Annual Principal	Annual Interest	Annual Total
Jun-24	9,000.00		450.00	450.00
Jun-25	9,000.00		450.00	450.00
Jun-26	9,000.00		450.00	450.00
Jun-27	9,000.00		450.00	450.00
Jun-28	9,000.00		450.00	450.00
Jun-29	9,000.00	600.00	450.00	1,050.00
Jun-30	8,400.00	600.00	420.00	1,020.00
Jun-31	7,800.00	600.00	390.00	990.00
Jun-32	7,200.00	600.00	360.00	960.00
Jun-33	6,600.00	600.00	330.00	930.00
Jun-34	6,000.00	600.00	300.00	900.00
Jun-35	5,400.00	600.00	270.00	870.00
Jun-36	4,800.00	600.00	240.00	840.00
Jun-37	4,200.00	600.00	210.00	810.00
Jun-38	3,600.00	600.00	180.00	780.00
Jun-39	3,000.00	600.00	150.00	750.00
Jun-40	2,400.00	600.00	120.00	720.00
Jun-41	1,800.00	600.00	90.00	690.00
Jun-42	1,200.00	600.00	60.00	660.00
Jun-43	600.00	600.00	30.00	630.00
Totals		9,000.00	5,850.00	14,850.00

Water

3,867.00 Balance July 1, 2023
 257.80 Annual Principal Payment
 5.0000% Interest Rate

Year End Amounts	Prior YE Balance	Annual Principal	Annual Interest	Annual Total
Jun-24	3,867.00		193.35	193.35
Jun-25	3,867.00		193.35	193.35
Jun-26	3,867.00		193.35	193.35
Jun-27	3,867.00		193.35	193.35
Jun-28	3,867.00		193.35	193.35
Jun-29	3,867.00	257.80	193.35	451.15
Jun-30	3,609.20	257.80	180.46	438.26
Jun-31	3,351.40	257.80	167.57	425.37
Jun-32	3,093.60	257.80	154.68	412.48
Jun-33	2,835.80	257.80	141.79	399.59
Jun-34	2,578.00	257.80	128.90	386.70
Jun-35	2,320.20	257.80	116.01	373.81
Jun-36	2,062.40	257.80	103.12	360.92
Jun-37	1,804.60	257.80	90.23	348.03
Jun-38	1,546.80	257.80	77.34	335.14
Jun-39	1,289.00	257.80	64.45	322.25
Jun-40	1,031.20	257.80	51.56	309.36
Jun-41	773.40	257.80	38.67	296.47
Jun-42	515.60	257.80	25.78	283.58
Jun-43	257.80	257.80	12.89	270.69
Totals		3,867.00	2,513.55	6,380.55

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Howell – Highland REU payments
Date: August 25, 2022

Attached is the recommendation from our auditor about completing the payments specified in the agreement with the City of Howell. This step is nearly the end of the issue. What is left, after the payments (to ourselves), is the transfer of the REUs from the "Highland" property to the "Darakjian" property.

If the Township Board approves, I recommend a resolution authorizing the budget amendments and having the Township Clerk and Treasurer to write the checks as suggested by the auditor.

August 11, 2022

Hi Bob,

Thanks for our discussion giving me a clear understanding of the circumstances involved with the water and sewer REU's related to the aforementioned property with the City of Howell.

As discussed, I recommend you do the following:

In the General Fund create an expenditure line item called "Water & Sewer REU's - purchases".

Approve an expenditure budget amount (whatever the payoff is for the REU's discussed in the agreements).

From the General Fund pay that amount to the water and sewer funds, (which is paying off the outstanding SAD amounts owed).

In the General Fund create a revenue line item called "Water & Sewer REU's - sales".

Approve a revenue budget amount (same as the expenditure amount mentioned above).

Make payments from the water and sewer funds to the General Fund for the same amounts mentioned above.

In the water and sewer funds, when receipt of the monies from the General Fund occur, record the amounts to the related special assessment receivable accounts.

In the water and sewer funds, when the payments go out to the General Fund, record the amounts as "Purchases of REU's" (a new expense account in each fund).

Time period should be within one week of completing the payments/receipts between the funds.

Call anytime to discuss.

Best Regards,

Kenneth J. Palka, CPA
Pfeffer, Hanniford & Palka CPA's
225 E. Grand River, Suite 104
Brighton, MI 48116
810-229-5550 office
248-318-2339 cell
810-229-5578 fax
www.phpcpa.com

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer / Water flow data
Date: August 25, 2022

Attached to this memo are two reports: Sewer / Water flow comparisons and the Peavy Road Flow Meter Readings.

We get the Peavy readings monthly but the MHOG data is quarterly. The flow comparison report shows that there is still a deficit in the billing. However, the Peavy readings show that there was a substantial reduction in the sewer readings, over 40,000 gallons per day from May to July.

The July sewer flow reading shows a rate of about 147 gallons per day per REU.

The mag meter calibration was done recently but the report showed no adjustment necessary.

The next quarterly report should be interesting.

Comparison of Peavy Road sewer meter readings with MHOg meter readings 2014 - 2022.

Time Period	Gallons on Peavy Meter	Number of metered users	Metered Gallons	Number of Flat rate users	Flat Rate Estimated Gallons	Total gallons on MHOg Billing	Gallons Difference	Annual Total Difference	Annual Percentage Difference
2014/Q1	11,927,460	753	9,070,000	66	794,980	9,864,980	-2,062,480	-1,837,460	-3.80%
2014/Q2	12,736,030	785	10,541,000	65	872,822	11,413,822	-1,322,208		
2014/Q3	11,797,470	798	13,461,000	66	1,113,316	14,574,316	2,776,846		
2014/Q4	11,945,550	804	9,903,000	66	812,933	10,715,933	-1,229,617	-1,837,460	-3.80%
2015/Q1	12,671,510	799	10,593,000	66	875,016	11,468,016	-1,203,494		
2015/Q2	12,882,986	825	11,556,000	67	938,487	12,494,487	-388,499		
2015/Q3	12,319,516	837	13,439,000	70	1,123,931	14,562,931	2,243,415		
2015/Q4	12,372,220	834	10,789,000	70	905,552	11,694,552	-677,668	-26,246	-0.05%
2016/Q1	11,825,430	825	9,917,000	71	853,463	10,770,463	-1,054,967		
2016/Q2	12,450,780	858	12,634,000	71	1,045,471	13,679,471	1,228,691		
2016/Q3	12,572,510	875	15,622,000	68	1,214,053	16,836,053	4,263,543		
2016/Q4	12,516,660	890	10,881,000	68	831,357	11,712,357	-804,303	3,632,964	7.36%
2017/Q1	13,704,340	896	10,163,000	70	793,984	10,956,984	-2,747,356		
2017/Q2	14,760,090	901	12,134,000	74	996,577	13,130,577	-1,629,513		
2017/Q3	12,595,320	888	15,630,000	72	1,267,297	16,897,297	4,301,977		
2017/Q4	13,741,970	913	10,965,000	72	864,710	11,829,710	-1,912,260	-1,987,151	-3.63%
2018/Q1	14,394,180	928	10,470,000	72	812,328	11,282,328	-3,111,852		
2018/Q2	15,501,830	935	12,052,000	72	928,068	12,980,068	-2,521,762		
2018/Q3	12,697,570	927	15,337,000	73	1,207,768	16,544,768	3,847,198		
2018/Q4	13,721,190	930	10,390,000	73	815,559	11,205,559	-2,515,631	-4,302,047	-7.64%
2019/Q1	13,667,710	948	11,282,000	72	856,861	12,138,861	-1,528,849		
2019/Q2	14,825,970	948	12,151,000	73	935,678	13,086,678	-1,739,292		
2019/Q3	15,053,190	956	13,974,000	73	1,067,052	15,041,052	-12,138		
2019/Q4	15,364,200	974	11,340,000	73	849,918	12,189,918	-3,174,282	-6,454,561	-10.96%

Comparison of Peavy Road sewer meter readings with MHOg meter readings 2014 - 2022.

Time Period	Gallons on Peavy Meter	Number of metered users	Metered Gallons	Number of flat rate users	Flat Rate Estimated Gallons	Total gallons on MHOg Billing	Gallons Difference	Annual Total Difference	Annual Percentage Difference
2020/Q1	16,610,980	970	11,880,000	74	906,309	12,786,309	-3,824,671		
2020/Q2	17,561,410	989	14,286,000	74	1,068,922	15,354,922	-2,206,488		
2020/Q3	15,803,730	1002	16,310,000	75	1,220,808	17,530,808	1,727,078		
2020/Q4	15,270,700	1034	12,265,000	76	901,489	13,166,489	-2,104,211	-6,408,291	-9.82%
2021/Q1	15,024,150	1029	11,758,000	76	868,424	12,626,424	-2,397,726		
2021/Q2	14,606,640	1059	14,273,000	75	1,010,836	15,283,836	677,196		
2021/Q3	19,253,939	1080	14,222,000	76	1,000,807	15,222,807	-4,031,132		
2021/Q4	19,995,350	1087	13,380,000	76	935,492	14,315,492	-5,679,858	-11,431,520	-16.60%
2022/Q1	18,375,640	1081	12,277,000	79	897,209	13,174,209	-5,201,431		
2022/Q2	18,572,120	1097	14,334,000	79	1,032,257	15,366,257	-3,205,863		
2022/Q3									
2022/Q4									
Total (net) difference since 2014							-37,221,606	-8,407,294	-7.61%

Peavy Road Flow Meter Readings

Date	Reading	Total Gallons	Average/Day	# of days
1/31/2022	38132702	6,511,630	197,322	33
2/28/2022	38687733	5,550,310	198,225	28
3/31/2022	39319103	6,313,700	203,668	31
4/29/2022	39935139	6,160,360	212,426	29
5/31/2022	40629154	6,940,150	216,880	32
6/28/2022	41176315	5,471,610	195,415	28
7/29/2022	41711355	5,350,400	172,594	31

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Meeting Policy
Date: August 25, 2022

Attached for your review and comment are two versions of the meeting policy. Les Andersen's version is in red and my version is in black.

I'm suggesting some minor changes for your consideration.

*- CALL TO PUBLIC RULES *

FOR BOARD OF TRUSTEES MEETINGS - RULES
SHALL ALSO APPLY AT ZBA AND PLANNING COMMISSION

- 1) CHAIRPERSON OR SUPERVISOR IS IN CHARGE OF "CALL TO PUBLIC" USING RULES APPROVED BY BOARD OF TRUSTEES (MTA RED BOOK pg 147+149)
- 2) NO PERSON (RESIDENT) SHALL SPEAK UNLESS AT THE PODIUM, WITH CHAIRPERSON'S PERMISSION. SPEAKER MUST STATE THEIR NAME AND ADDRESS. ALL COMMENTS SHOULD BE DIRECTED TO CHAIRPERSON, *NOT BOARD MEMBERS* PUBLIC CANNOT DEMAND A BOARD MEMBER RESPOND. (MTA RED BOOK pg 148-151)
- 3) RESIDENTS SPEAKING DURING "CALL TO PUBLIC" HAVE A THREE (3) MINUTE TIME LIMIT. ONE RESIDENT'S TIME CANNOT BE DONATED TO ANOTHER TO EXTEND ONE'S TIME OF THREE (3) MINUTES. THERE SHALL BE NO DEBATES AMONG RESIDENTS OR TALKING DURING "CALL TO PUBLIC" (MTA RED BOOK pg 150 + July MTA TOWNSHIP FOCUS "BRINGING ORDER TO MEETINGS")
- 4) THE PUBLIC DOES NOT HAVE A STATUTORY RIGHT TO SPEAK ON AGENDA ITEMS. THE CHAIRPERSON MAY BE GIVEN THE RIGHT TO ASK FOR PUBLIC COMMENT ON AGENDA. KEEP ~~IN~~ IN MIND "CALL TO PUBLIC." OR COMMENTS ASKED FOR ON AGENDA ITEMS IS NOT A DEBATE. ONLY ONE PERSON'S COMMENTS AT A TIME, AFTER BEING CALLED ON BY CHAIRPERSON AT PODIUM. (MTA RED BOOK pg 149 + 153)

Marion Township Public Participation at Township Board Meetings Policy

The Public shall be given an opportunity to be heard at every Township Board Meeting following this Policy adopted by the Township Board.

The Township Supervisor is the moderator of the meeting. In the absence of the Supervisor, the Township Clerk shall hold an election of the Board Members present to select a moderator for the meeting.

Anyone attending the meeting either in-person or on-line may speak during the "Call to the Public" part of the meeting. To preserve order, those attending in-person will speak first. When all in-person attendees have been heard, the moderator will ask if any on-line attendee wishes to speak.

When recognized by the moderator, in-person attendees shall come to the podium. The moderator will request that they give their name and address before they begin their comments.

When all in-person attendees have finished speaking, the moderator will ask if anyone attending the meeting on-line wishes to speak. On-line attendees may unmute themselves and when recognized by the moderator may speak. On-line attendees will also be asked for their name and address.

All comments shall be addressed to the Township Board. The "Call to the Public" is for attendees to provide information or opinions to the Township Board and is not intended to be a dialog. Anyone needing a response should contact officials or staff during working hours.

To preserve efficiency, speakers will be asked to keep their comments to five minutes or less.

On some occasions, attendees may be asked for comments during agenda items.

From: Beth Newman <beth@livingstoncc.org>
Sent: Thursday, August 11, 2022 4:31 PM
To: Bob Hanvey <supervisor@mariontownship.com>
Cc: Suzanne Snyder <suzi@livingstoncatholiccharities.org>
Subject: Use of Hall

Hi Bob,

Well it is that time of year again where our heads are filled with sugar plums dancing, snow blowing, and little elves helping making Christmas brighter for Livingston County's most vulnerable, our seniors. Our Christmas team just met this morning and agreed on dates for the Christmas Blessing Project. The dates we would like to have use of the Marion Township Hall is November 21, 2022 through December 12, 2022. As we know that is a busy time of year for everyone, we wanted to put the request in as soon as possible. If you could get back with me as soon as you have reached a decision, that would be much appreciated. That way the team can either make different arrangements or move forward with our plans.

The Christmas Blessing team appreciates everything you do to help our endeavors. We all hope you and everyone at the Township Hall have a wonderful end to summer.

Thank You,
The Christmas Blessing Project Team

Beth Newman, MA, CFLE

Senior Community Liaison & Elder Abuse Prevention Specialist
MMAP Certified Medicare/Medicaid Counselor

Driven by Faith – Here for All!

Livingston County Catholic Charities

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517-545-5944

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WE ARE FAMILY SCIENCE