

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, March 11, 2021
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 25, 2021 Regular Meeting Minutes
 - b. Approval of March 3, 2021 Special Meeting Minutes
 - c. February 23, 2021 HAPRA Meeting Minutes
 - d. DPW Report
 - e. February 2021 Financial Report
 - f. Zoning Report
- 3) Attorney John Gormley Letter
- 4) Law Enforcement Services Agreement
- 5) Sewer Connection Contractors
- 6) Township Parking Lot Bid Specks
- 7) 2021-2022 Roads/Chloride Provider/Engine Breaking

Correspondence and Updates

Call to the Public
Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, March 18, 2021

**MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR ELECTRONIC MEETING
FEBRUARY 25, 2021**

DRAFT

MEMBERS PRESENT: Scott Lloyd (township hall);
Sandy Donovan (home);
Bob Hanvey (township hall);
Tammy Beal (home);
Les Andersen (home);
Dan Lowe (home)
Greg Durbin (Township hall)

MEMBERS ABSENT:

OTHERS PRESENT: Phil Westmoreland, Spicer

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

NONE

APPROVAL OF AGENDA

Les Andersen would like to add item #9, Township Lawyer to the agenda. Les Andersen motioned to approve the agenda as amended. Tammy Beal seconded. No objections were heard. **Motion carried.**

CONSENT AGENDA AND APPROVAL OF MINUTES

Les Andersen motioned to approve the consent agenda, the February 25, 2021 Board meeting. Greg Durbin seconded. No objections were heard. **Motion carried.**

SUNRIDGE PHASE III (TAMARACK PLACE) PUD AGREEMENT

Manny Kianicky read his email regarding the traffic improvements for the Mason-Peavy and Pinckney-Kedde intersections. Manny explained that in the spirit of cooperation with the Township, the developers of Sunridge are willing to contribute \$150,000 for future road improvements, although it is not warranted by either the Traffic Impact Study or by Crash Data.

Les Andersen motioned to accept the contribution from the Sunridge Developers for future road improvements. Scott Lloyd seconded. No objections were heard. **Motion carried.**

SUNRIDGE PHASE III (TAMARACK PLACE) PRELIMINARY SITE PLAN REVIEW

Bob Hanvey asked if the Board was ready to approve the preliminary site plan for Sunridge Phase III/Tamarack Place. Mike West said if the site plan was approved tonight, then they would be ready with the PUD for the final site plan around May/June of this year.

Tammy Beal made a motion to approve the preliminary site plan for Sunridge Phase II/Tamarack Place. Les Andersen seconded. **Motion carried.**

Sandra Donovan=YES; Greg Durbin=YES; Bob Harvey=YES; Scott Lloyd=YES; Tammy Beal=YES; Les Andersen=YES; Dan Lowe=NO **Motion carried. 6-1**

2020-2021 GENERAL FUND BUDGET TO ACTUAL

Bob presented the General Fund Budget. Scott asked why Public Works is so high.

LAWYER

Les Andersen asked if we could give David Hamann permission to contact an attorney as needed for Zoning related issues. Bob said that we have funds in the budget, that would allow Dave to contact an attorney.

Les Andersen made a motion to allow David Hamann, the Zoning Administrator to contact an Attorney as needed for Zoning related issues. Tammy Beal seconded. **Motion carried.**

Greg Durbin asked if Cummings, McClorey, Davis & Acho still in the running to be our Attorneys? Bob Harvey said they did provide the Township with some information and assistance regarding short term rentals. Les Andersen said that Mr. Gormley seems like he would be a good Attorney for Dave to consult with on Zoning related issues.

Bob Harvey discussed things related to the new racetrack in Livingston County. There was some discussion about what could possibly happen with some of the Township's REUs.

Tammy Beal said she thinks we should have a Township attorney. Tammy thinks we should ask Gromely if he is interested in being our Township attorney. Bob Harvey agreed and said that we will ask Mr. Gromely if he is interested in being our new attorney.

CORRESPONDENCE & UPDATES

COVID-19 PREPAREDNESS AND RESPONSE PLAN UPDATED:

Tammy said that section F was updated in our COVID-19 Preparedness and Response plan. Visitors and Employees have been complying with this policy and so far, there have not been any issues.

JD RACING RACE TRACK / CITY OF HOWELL

There is an article on WHMI's website with a link to the City council packet about the new racetrack called JD Racing. If anyone would like this emailed to them, Bob said he would be willing to send the article.

CALL TO THE PUBLIC

Jim Anderson resides at 84 Cranbrook Drive. He is also a member of the Township's Planning Commission. Jim Anderson explained that there are currently several engine braking signs sprinkled all throughout Washtenaw County. North Territorial road and Dixboro were just a couple that Jim named off.

Jim Anderson also recommends putting together specific job descriptions for each of the Township employees. It does take some time to do but it is worth it in the long run and then there is no confusion on what is expected from everyone.

ADJOURNMENT

Les Andersen motioned to adjourn the meeting at 9:00pm. Tammy Beal seconded. No objections were heard. **Motion carried.**

Submitted by: J. Timberlake

Tammy L. Beal, Township Clerk Date

Robert W. Harvey, Township Supervisor Date

TOWNSHIP PARKING LOT BID SPECKS

Phil Westmoreland shared some overview photos of Marion Township's parking lot. Phil first needs to know what the Board of Trustees wishes to do with the parking lot. Phil's recommendation is to pulverize and pave the entire parking lot. This will make things last the longest and will help with the water drainage. Phil also suggested adding a curb along the front (building front) and side of the lot (by the dumpsters). The curb will help channelize the water drainage. Another option is to do some more patchwork.

Les Andersen asked Phil if pulverizing, means re-paving the entire parking lot. Phil Westmoreland said yes, that means re-paving the entire parking lot. Which would include the existing lot as well as the new addition to the parking lot. The parking lot would look like one big parking lot, instead of two connected lots. Phil would like to use Atlas Paving as long as they can get the appropriate material.

Dan Lowe suggested making the pavement a little thicker for the fire trucks along their designated route.

Phil said that we could live without soil borings but it would be nice to have them.

Les Andersen made a motion to allow Spicer's to create bid specs for a new parking lot, which is not to exceed \$20,000. Tammy Beal seconded.

ROLL CALL: Dan Lowe=YES; Scott Lloyd=YES; Tammy Beal=YES; Bob Hanvey=YES; Greg=YES; Les Andersen=YES; Sandra Donovan=YES **Motion Carried. 7-0**

2021-2022 ROADS

Phil Westmoreland said we should consider looking at Burkhart road, Schafer road and Triangle Lake road.

Bob Hanvey asked if the Road Commission was going to extend the February 2021 deadline.

Phil said he will clear that up with Jody tomorrow.

Bob Hanvey stated that he did get the engine-braking signs ordered with the Road Commission and they said that it is taking a while to get the signs in. The Road Commission said that The Livingston County Road Commission would not put up these signs until the Township has an agreement with the sheriff's department, in place. Bob also said that we can discuss exactly where these signs are going to go at the next meeting.

Dan Lowe said that we have some trees throughout the Township that need to be taken down. Some of them are dead and some are starting to hang over onto the road. Bob asked Dan Lowe to bring a list with the locations of these trees so we can discuss further.

PERSONNEL POLICY UPDATE

Bob Hanvey said that there has been some discussion about supervision over the assessing department. Bob explained that the supervisor is the department head of assessing but the supervision and directing of other assessors should be done by the assessor of record, as required by law.

Tammy Beal doesn't think that one employee should be supervising another employee. That has not been working very well in the office as of lately. Greg Durbin would like to propose that we form a sub-committee to help handle some of the issues going on in the office.

Les Andersen asked if other Townships only have one assessor and asked about computer software/programs that help minimize sending people out in the field.

Bob Hanvey is not aware of any such program.

Tammy Beal said that she has spoken to other nearby Townships and they do use software programs such as Eagle View. They use this instead of sending someone out for field work.

Greg Durbin asked if the Township ever conducts exit interviews when an employee quits their job here at the Township. Greg recommended doing this to help get feedback on possible issues going on in the office.

Sandra Donovan said she spoke with the recent employee that gave her notice last week and Sandra thinks that if we hire someone new, we need to make sure that their job description is very clear and accurate. We need to make sure that any promises that are made to them at the time of hire are kept throughout their employment.

Les Andersen made a motion to form a sub-committee to help study Township personnel issues and functions. The committee will consist of the Supervisor, Treasurer, Clerk and Trustee member Greg Durbin. This motion also includes putting together criteria for a new assistant assessor. Tammy Beal seconded. **Motion carried.**

Tammy wanted to discuss paying full time employees for COVID related absences for up to 80 hours. Last year there was a law in effect called "The Families First Coronavirus Response Act", which required employers to pay their employees for up to 80 hours if they were absent due to testing positive for COVID-19 or awaiting test results from COVID-19. Tammy thinks we should allow this process for 2021 as well.

Tammy Beal made a motion to continue paying employees for up to 80 hours for each employee if they are absent due to COVID related issues.

**MARION TOWNSHIP
PERSONNEL COMMITTEE
SPECIAL MEETING
MARCH 3, 2021**

DRAFT

MEMBERS PRESENT: Sandy Donovan, Bob Hanvey, Tammy Beal, Greg Durbin

MEMBERS ABSENT: None

OTHERS PRESENT: None

CALL TO ORDER

Bob Hanvey called the meeting to order at 3:00 pm.

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

NONE

APPROVAL OF AGENDA

Tammy Beal motioned to approve the agenda. Greg Durbin seconded. **Motion carried.**

PERSONNEL POLICIES

Greg Durbin expressed his thoughts saying that when he suggested forming a committee to look at our policies and integrity of them it was his intention to have a closed meeting so that we could openly and freely discuss issues without hurting any feelings. He suggested that the staff and elected officials should submit suggestions and ideas for the personnel handbook. He prefers a closed meeting for this not an open meeting.

Sandy Donovan agrees but says the staff needs to hear some of the conservation. She stated that we have to mitigate this issue or we will be repeating it.

Tammy Beal would like Sandy Donovan to move into the office that will be vacated by the assistant assessor. She stated that we have followed all of MIOSHA's rules except spacing people six feet apart, such as in the treasurer's office. She would also like to look into the programs such as EagleView for doing the field work because of safety reasons for the person going out in the field. Other townships use these and they find that they are accurate and safer.

Bob Hanvey thinks we need a person to go out and do fieldwork. He also said that there is a new software that if you take a tablet out in the field with this program you can take pictures and bring it back to the office, plug it in to the computer and it will upload the data.

Tammy Beal requested that Charlie Decator's name be removed from the assessor's computer.

Discussion went back and forth about the word "supervisor" in the Marion Township Personnel Policy. It was decided to leave the handbook the way it is and the supervisor will continue to be over the assessor, the assistant assessor and the zoning administrator. It was also agreed upon to tweak the job description

of assistant assessor, advertise right away for a new one and bring the revised job description back to the entire board for approval.

CALL TO THE PUBLIC

Tim Ryan of 459 E. Davis said that it was really hard for him to hear today. Sandy Donovan explained that usually we have microphones.

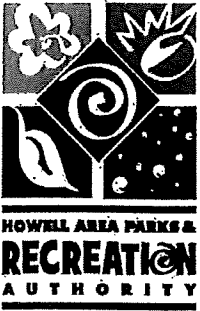
ADJOURNMENT

Motion by Greg Durbin at 4:54pm to adjourn, supported by Sandy Donovan. Motion carried.

Submitted by: Tammy L. Beal

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date



Howell Area Parks & Recreation Authority
Bennett Recreation Center

Regular Electronic Board Meeting Minutes

February 23, 2021

Call to Order

Chairman Sean Dunleavy called the Virtual meeting to order at 7:01 pm.

Pledge of Allegiance

Attendance

Chairman Sean Dunleavy(home), Vice Chair Diana Lowe(home), Secretary Tammy Beal(home), Treasurer Jean Graham(home), and Trustee Jeannette Ambrose(home)

Special Guest

Accountant Thomas Smith from Smith & Klaczkiewicz, PC

Absent

None

Staff

Director Tim Church (Bennett Center), Kyle Tokan, Chris Techentin, Ameila Purdy-Ketchum, Kevin Troshak, Renee Baumgart, Jordan Jones

Public

None

Agenda

Diana Lowe made a motion to approve the agenda as presented, supported by Jeannette Ambrose.

Motion carried 5-0.

Approval of Regular Minutes

Jeannette Ambrose made a motion to approve the January 19, 2021 minutes as presented, supported by Diana Lowe. **Motion carried 5-0.**

Call to the Public

None heard.

Staff Comments

Renee Baumgart who is the Health and Wellness coordinator said that Director Church's wife, Jen Church, applied for and got the fitness position. She was wondering if the Board is okay with this. She said that Jen Church will be a contract employee reporting to Renee. Sean Dunleavy said as long as one employee doesn't report to another employee as we have restrictions against that but seeing she was contracted that would probably be okay. Sean will check with the Park attorney John Gormley.

Kevin Troshak said that he will be taking over the Bennett Center for the Youth & Teen Center, he needs a committee to find funding and support a promotional campaign. He requested a Board member join the committee and would like someone from the Foundation also. Diana Lowe offered to be the Board member representative.

Kyle Tokan said he has been doing work at each of the HAPRA members locations and wanted to know who the contact people are for each jurisdiction.

Draft Audit Year End 2020 Thomas Smith, Smith & Klaczkiewicz, PC

Thomas Smith stated that as of December 31, 2020 that our assets were \$165,221 plus \$5K in the Parker Foundation, there is \$108,000 available for unrestricted spending. This is very good considering the year that everyone had with Covid-19. The Dog Park has two funds, new construction and maintenance, there is \$600 in construction which will cover the waterline and spickots and the rest is for maintainacne only.

Jeannette asked what amount should be maintained as a fund balance? Accountant Smith said 15% of normal expenses. Motion by Diana Lowe to accept the 2020 Year End Budget as presented, supported by Jeannette Ambrose. **Motion carried 5-0.**

Network Equipment Quote

Director Church explained that this is for the phone lines and internet for the new facility. This will also connect HAPRA with Howell City's server for the financial hardware. Motion by Jeannette Ambrose to approve the purchasing of the Network System Equipment for \$20,014.36, supported by Lowe. Roll Call vote: Graham, Lowe, Ambrose, Beal, Dunleavy-all yes. **Motion carried 5-0.**

Fitness Equipment Lease

Equipment cost is \$103,103.35 with the option of a 60 month lease. It has a 5-year parts warranty and a \$1 buyout at the end of the 5 years. There is a six week delivery time. Ascension may donate \$15K per year for three years for naming rights and the True Company does not have a showroom in Michigan so they may give a 10-15% reduction in price if we act like their showroom. Jeannette Ambrose asked what is already budgeted for, and asked if we could have a special meeting with the budget numbers in front of us so we can see what we have funds for. Tammy Beal made a motion to approve the equipment purchase for \$103,103.35 by leasing the fitness equipment for 60 months at \$1909.98 per month, supported by Diana Lowe. Roll call vote: Ambrose-no; Graham, Lowe, Beal, Dunleavy-all yes. **Motion carried 4-1.**

Special Meeting

Director Church said that he would get the financials together so that the board can go over what is and isn't budgeted for. A special virtual board meeting will be held on Wednesday March 3 at 7pm.

Purchase of Office Equipment & Furniture

Motion by Jean Graham to postpone this item until the March 3, 2021 special meeting, supported by Diana Lowe. **Motion carried 5-0.**

Bennett Recreation Capitol Improvements

Director Church explained that the Bennett Center has a lot of items that need to be addressed. He provided a list of what needs to be done right away and what things need to be done eventually. This building is older and is getting harder to maintain, our lease agreement with Howell City says that HAPRA is responsible for repairs.

The foundation on the West wall is failing, HVAC, plumbing, windows, doors all need attention. These numbers have been shared with the city.

Check Register and Bank Statements ending January 31, 2021

Everything looks good.

Financial Report ending January 31, 2021

Everything looks great, thank you Director Church and staff for doing such a good job with finances.

Directors Report

- Civic Rec launched the software yesterday, we are still working out the kinks but on the first day we had 450 people create accounts. There is already \$15K in soccer registrations.
- We have two new hires, training for them starts next week. One is a former Huron Valley recreation specialist and the other is a retired accountant from GM. We have posted the sports manager position as Jaime is moving to the front office as support staff.
- Director Church has talked with the Howell City manager about taking the beach, park and park gate back.
- Director Church met with the new Aquatic Center facility manager, John Brennan. He wanted to know how the pool was run and what made money. The pool may open back up March 1. There is a lot of public still asking the park staff about the pool.

Dog Park Committee Report

Director Church talked with Steve Manor and he is looking to set a meeting up mid to late March.

Old Business

Jeannette Ambrose asked about the Ocoela Center contract. Sean Dunleavy responded that it goes to Ocoela Township Board on March 2 and hopefully it will be approved and then he will bring it back to this board.

New Business

Tammy Beal asked if each of the HAPRA Board members would like to put in \$100 of their own money to purchase a banner for the new Ocoela Center. All of the board members agreed, Tammy will collect the funds and see that the banner gets ordered. Director Church said that First Impressions is printing the banners for \$85 and so the rest of the funds will go to HAPRA.

Next Meeting

The next meeting is scheduled for Wednesday, March 3, 2021 at 7 pm, this will be a virtual meeting.

Motion to adjourn at 9:11 pm by Diana Lowe supported by Jeannette Ambrose. **Motion carried 5-0.**

Approved

Date

Respectfully Submitted by: Tammy L. Beal, Secretary

FISCAL YEAR 2020-21 MARION TOWNSHIP FINANCIAL REPORT

Feb-21

GENERAL FUND CHECKING

Previous Balance	\$	1,794,863.21
Receipts	\$	51,476.76
Interest	\$	314.03
	\$	<u>1,846,654.00</u>
Expenditures	\$	69,840.60
Balance	\$	<u>1,776,813.40</u>

CEMETERY FUND

Previous Balance	\$	31,284.39
Receipts	\$	-
Interest		
	\$	<u>31,284.39</u>
Expenditures	\$	70.00
Balance	\$	<u>31,214.39</u>

PARKS & RECREATION FUND

Previous Balance	\$	21,930.63
Receipts	\$	-
Interest		
	\$	<u>21,930.63</u>
Expenditures	\$	8.41
Balance	\$	<u>21,922.22</u>

WATER - NEW USER

Previous Balance	\$	466,039.05
Receipts	\$	19,928.79
Interest	\$	79.94
	\$	<u>486,047.78</u>
Expenditures	\$	24,500.00
Balance	\$	<u>461,547.78</u>

SEWER OPERATING & MANAGEMT

Previous Balance	\$	142,423.28
Receipts	\$	28,109.03
Interest		
	\$	<u>170,532.31</u>
Expenditures	\$	22,833.66
Balance	\$	<u>147,698.65</u>

SEWER - NEW USER

Previous Balance	\$	446,060.89
Receipts	\$	46,750.00
Interest		
	\$	<u>492,810.89</u>
Expenditures	\$	-
Balance	\$	<u>492,810.89</u>

SPEC ASSESS. FUND

Previous Balance	\$	176,330.44
Receipts	\$	10,458.50
	\$	<u>186,788.94</u>
Expenditures	\$	7,229.00
Balance	\$	<u>179,559.94</u>

ESCROW FUND

Previous Balance	\$	91,025.66
Receipts	\$	2,300.00
	\$	<u>93,325.66</u>
Expenditures	\$	10,205.00
Balance	\$	<u>83,120.66</u>

SUMMARY TOTALS

General Fund	\$	1,776,813.40
Cemetery Fund	\$	31,214.39

Parks & Rec Capital Chk	\$	21,922.22
Water - New User	\$	461,547.78
Sewer Operating & Mana	\$	147,698.65
Sewer - New User	\$	492,810.89
Special Assess. Fund	\$	179,559.94
Escrow Fund	\$	83,120.66
TOTAL	\$	3,194,687.93

#101 General Fund Transactions by Account As of February 28, 2021

001 · CASH - GENERAL - FNB	Date	Num	Name	Amount
	02/01/2021	11325	Renee Hocking	-285.00
	02/01/2021	11326	DAVID HAMANN	-35.84
	02/01/2021	11327	Karen Hawkins	-143.36
	02/01/2021	11328	STAPLES	-509.03
	02/01/2021	11329	AT&T -General	-157.89
	02/02/2021	11330	BURNHAM & FLOWER AGENCY	-180.00
	02/03/2021	11331	Copier & Fax Repair Service, LLC	-124.00
	02/03/2021	11332	Culligan of Ann Arbor	-9.00
	02/08/2021	11333	MICHAEL J. KEHOE, P.C.	-119.00
	02/08/2021	11334	LIV CO CLERK	-10.00
	02/08/2021	11335	B&L Services	-1,940.00
	02/08/2021	11338	QUADIENT FINANCE USA, INC.	-300.00
	02/08/2021	11336	VOID	0.00
	02/08/2021	11337	VOID	0.00
	02/08/2021	11339	DES MOINES STAMP	-272.00
	02/08/2021	11340	FOWLerville NEWS & VIEWS	-55.00
	02/10/2021	11341	Marion Township Flex Fund	-1,643.33
	02/10/2021	11342	VOYA Institutional Trust	-300.00
	02/10/2021	11343	ALERUS PAYMENT SOLUTIONS	-3,921.16
	02/10/2021	76188307	LESLIE D. ANDERSEN	-322.25
	02/10/2021	76188308	SCOTT R. LLOYD	-150.30
	02/10/2021	76188309	DANIEL F. LOWE	-593.52
	02/10/2021	76188310	LARRY J. FILLINGER	-92.35
	02/10/2021	76188311	JAMES L. ANDERSON JR.	-88.10
	02/10/2021	76188312	BRUCE V. POWELSON	-92.35
	02/10/2021	76188313	CHERYL A. RANGE	-92.35
	02/10/2021	6603355	JESSICA S. TIMBERLAKE	-1,902.00
	02/10/2021	6603356	THOMAS A. LLOYD	-501.91
	02/10/2021	6603357	KITSEY A. RENNELLS	-2,255.52
	02/10/2021	6603359	DIANE D. BOCKHAUSEN	-92.35
	02/10/2021	6603360	GAIL A. BURLINGAME	-2,941.26
	02/10/2021	6603361	SANDY DONOVAN	-3,280.24
	02/10/2021	6603362	SANDRA J. LONGSTREET	-2,178.22
	02/10/2021	6603363	GREGORY L. DURBIN	-1,077.86
	02/10/2021	6603364	LINDA M. MANSON-DEMPSEY	0.00
	02/10/2021	6603365	DAVE HAMANN	-2,594.21
	02/10/2021	6603366	LAWRENCE W. GRUNN	-220.25
	02/10/2021	6603367	ROBERT W. HANVEY	-3,675.27
	02/10/2021	6603368	KAREN D. HAWKINS	-1,968.70
	02/10/2021	6603369	LOREEN B. JUDSON	-3,486.70
	02/10/2021	6603354	TAMMY L. BEAL	-2,749.51
	02/15/2021	11344	CARLISLE/WORTMAN, Inc.	-285.00
	02/15/2021	11345	CELIA TAYLOR	-100.00
	02/15/2021	11346	Charter Communications	-462.37

#101 General Fund
Transactions by Account
As of February 28, 2021

<u>Date</u>	<u>Num</u>	<u>Name</u>	<u>Amount</u>
02/15/2021	11347	BURNHAM & FLOWER AGENCY	-50.00
02/15/2021	11348	STATE OF MICHIGAN	-10.00
02/17/2021	11349	VOID	0.00
02/17/2021	11350	LIV CO TREASURER'S ASSOCIATION	-10.00
02/22/2021	11351	CONSUMERS ENERGY	-392.66
02/22/2021	11352	Blue Cross Blue Shield of Michigan	-15,640.34
02/22/2021	11355	PNC Bank	-1,939.78
02/22/2021	11354	VOID	0.00
02/22/2021	11353	VOID	0.00
02/22/2021	11356	STAPLES	-94.20
02/24/2021	11357	B&L Services	-1,165.00
02/25/2021	11358	Tri Star Electrical	-210.00
			<u>-60,719.18</u>
			<u><u>-60,719.18</u></u>

Total 001 - CASH - GENERAL - FNB

Bob Hanvey

From: John Gormley <john@gormleylaw.onmicrosoft.com>
Sent: Wednesday, March 3, 2021 3:15 PM
To: Bob Hanvey
Cc: Yvette Accorsi-Boulton
Subject: Marion Township Legal Services Proposal
Attachments: Legal Services Agreement 3 3 2021.pdf

Bob:

Attached is a proposed hourly fee agreement for consideration by the Township Board on March 11, 2021. I can be present in person that evening to answer any questions or concerns. Look it over and if you have any questions or concerns, please feel free to reach out to me before the meeting. The Agreement can be terminated by either side on 30 days written notice, so the Township is not bound to any longer term arrangement. Once we have had a period to grow accustomed to work load, I would be willing to enter into discussions with the Township about the possibility of modifying the agreement to provide some service on a flat monthly retainer and other services on the an hourly basis, if the Township was interested. But, it is hard to fairly quote that monthly retainer fee, until we both have had some time to get acclimated to the level of legal services required in this position and the Township's expectations.

I know you have a question on the first bill and I will call you yet today, just in the middle of something. I wanted to get this out to you, per your request yesterday.

John L. Gormley (P-53539)
Gormley & Johnson Law Offices, PLC
101 East Grand River Ave.
Fowlerville, MI 48836
(517) 223-3758 (office)
(517) 223-8233 (fax)
(517) 719-7391 (cell)
e-mail: john@gormleylaw.net
web page: <http://www.gormleylawoffices.com>



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Gormley and Johnson Law Offices, PLC

Attorneys and Counselors at Law

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Fowlerville, MI 48836
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www.gormleylawoffices.com

John L. Gormley, Esq.
email - john@gormleylaw.net

Christopher S. Johnson, Esq.
email - chris@gormleylaw.net

LEGAL SERVICES AGREEMENT **WITH THE TOWNSHIP OF MARION**

THIS AGREEMENT by and between Gormley and Johnson Law Offices, PLC (hereinafter, "The Firm") of 101 East Grand River Avenue, Fowlerville, Michigan 48836 and the Township of Marion (hereinafter, "the Township") of 2877 West Coon Lake Road, Howell, Michigan 48843, to provide exclusive legal services to the Township, its Planning Commission and its Zoning Board of Appeals:

RECITALS

1. The Township desires to contract with The Firm to perform exclusive legal services.
2. The Firm desires to perform those legal services for the Township.
3. Both parties agree a written contract for legal services is necessary and desirable.

AGREEMENT

4. **SERVICES RENDERED:** The Township designates The Firm as its Legal Representative for the purpose of providing legal services to the Township in all areas of municipal law. The Firm shall provide the following legal services to the Township and its boards and commissions:
 - 4.1 Enforcement of local code and ordinance violations as determined by the appropriate township official to the full extent the Township handles code enforcement in these areas;
 - 4.2 Building, plumbing, HVAC, electrical, and property maintenance code violations as determined by the building code official to the full extent the Township handles code enforcement in these trade areas;
 - 4.3 Zoning code violations and legal opinions on the meaning of the Zoning Ordinances, as determined necessary by the zoning administrator and /or the Chair of the Zoning Board of Appeals;
 - 4.4 All matters of local municipal law for the Township as determined by the Township Supervisor, the Township Clerk, the Township Treasurer, the Township Chairpersons of the Planning Commission and/or the Zoning Board of Appeals and/or other persons authorized by future Township resolution to seek the opinion of the Township Attorney;

- 4.5 Render opinions, in writing, when requested to do so by the Township Supervisor, the Township Clerk, the Township Treasurer, the Township Chairpersons of the Planning Commission or Zoning Board of Appeals and/or other persons authorized by future Township resolution to seek the opinion of the Township Attorney;
 - 4.6 Act as Attorney for the Township in all actions or hearings in all courts and before all legally constituted tribunals, boards, or commissions whenever the Township is a party or requires legal representation;
 - 4.7 Prepare or officially pass upon, before execution, all resolutions, ordinances, contracts, bonds, documents, agreements or other instruments in which the Township is concerned;
 - 4.8 Attend all meetings of the Township council and planning commission as required by the Township Supervisor, Township Planning Commission Chairperson and/or Township Zoning Board of Appeals Chairperson;
 - 4.9 Keep the Township and its Planning Commission and Zoning Board of Appeals apprised of all changes or developments in the law which affect the business of the Township;
 - 4.10 Act as general legal advisor to all Township officials in matters involving the performance of their duties, including ethical issues;
 - 4.11 Act as general counsel to the Township and its Boards; and
 - 4.12 Assist the Township's FOIA coordinator in answering Freedom of Information Requests, as necessary.
5. **COMPENSATION**: In consideration of services to be rendered pursuant to Paragraph 4, the Township agrees to pay The Firm as set forth below:
- 5.1 **Hourly** \$150.00 per hour **John L. Gormley**
 \$150.00 per hour **Christopher S. Johnson**
 - 5.1.1 The Firm has developed a highly trained legal support staff of paralegals, legal assistants, secretaries and administrative assistants who perform a variety of functions. The Client(s) shall not be charged additional time for secretarial/administrative services, however, the time spent by The Firm's paralegal/legal assistants shall be charged at the rate of \$125.00 per hour.
 - 5.1.2 The minimum fee for court appearances in Livingston County is two (2) hours and outside of Livingston County is three (3) hours. The minimum charge per email, text or phone call review and replied is three-tenths (.3) of an hour. The minimum charge for a telephonic, virtual, or Zoom type hearing is one (1) hour.
 - 5.2 **Flat Fee:** The Firm shall charge a flat rate of \$150.00 per meeting to attend up to twelve (12) regularly scheduled Township board meetings per year and up to twelve

(12) regularly scheduled Planning Commission meetings per year. The Township Board meeting is assumed to be the first and second Thursday of each month starting at 7:00 p.m. Additionally, the attorney will attend up to six (6) special meetings during the course of the year, regardless of whether they are in front of the Township board and/or the Planning Commission, so long as those meetings are scheduled in consideration of the attorney's work calendar with other communities.

- 5.3 **Expenses:** The Township agrees to pay the Firm the additional sum of seven (7%) percent of the total monthly invoice for Legal Services to cover the expense of copies, equipment, telephone and ordinary travel incurred by The Firm. In addition, the Township agrees to pay, when incurred and invoiced, any out-of-pocket expenses such as filing fees, litigation expenses, and extraordinary travel expenses required to be incurred in performing services for the Township.
- 5.4 **Law Enforcement Information Network Invoices:** The Township shall pay any Agency Fee Invoices from the Michigan State Police related to the Firm's access of the LIEN System as the Township of Marion's Prosecuting Attorney. The Township shall provide its ORI Number to the Firm upon request.
- 5.5 **Payment Cycle:** The Township shall pay the Firm's invoice within 30 days of the next meeting date after the invoice is issued.
- 5.6 **Invoice:** The Firm agrees to prepare and submit to the Township, on approximately the 1st day of each month, a complete invoice for the previous month summarizing the legal services performed for the Township and accounting for the time spent in the period on behalf of the Township. The Firm shall forward the original of all invoices to the Township Clerk via e-mail who shall be responsible for disseminating the documents to the applicable officials.
6. **ADDITIONAL LEGAL OR PROFESSIONAL COUNSEL:** The Firm is authorized to employ such associates and other personnel acting under Attorney John L. Gormley's supervision, as necessary to timely and competently perform all services required under this Agreement. Upon the recommendation of the Firm, and with the approval of the Township, special legal or professional counsel in relation to any project undertaken or litigation may be retained and compensated. Such counsel may be employed to work independently in such matter, in cooperation with or as an assistant to the Firm.
7. **CONFLICT OF INTEREST:** During the term of this Agreement The Firm shall not represent a client if the representation may be adverse to the Township unless the Firm believes the representation of that client will not be adverse to the Township and the Firm has, after consultation with the Township, obtained written approval from the Township as documented by the adoption of a resolution or motion approving the representation.
8. **QUALIFICATION OF ATTORNEY:** The Firm agrees that at all times during the term of this Agreement, its officers, agents and employees will maintain current registration and licensing as required by the State Bar of Michigan. Upon request, The Firm shall furnish the Township with a copy of all licenses, certificates, and renewal certificates of its employees rendering services to the Township while this Agreement is in effect.
9. **TERM:** The term of this Agreement shall continue indefinitely until either party determines

to alter or terminate it upon thirty (30) days written notice. Upon termination, all fees and charges due shall be paid within thirty (30) days of the termination date. The Firm agrees to provide continuing services, if requested by the Township, on all matters which began prior to termination and shall be compensated pursuant to the rate schedule for such services then in effect. In such cases, the Township shall make its records pertaining to such continuing activities available to the Firm for its inspection upon reasonable request. The Firm shall forward to the Township the originals of any documents belonging to the Township in its possession as of the date of termination.

- 9.1 The Firm shall endeavor to provide the Township with copies of all relevant documents during the term of the legal representation. The cost of reproduction is included in the 7% charged under Section 5.3. Upon termination or expiration of this Agreement, the Township is entitled to a complete copy of all of its files at its sole expense. The parties agree to employ an impartial third party copying service (for example, Copymax) to reproduce all files for the Township.
10. **STATUS OF TOWNSHIP ATTORNEY:** During the term of this Agreement, it is understood and agreed that the relationship of The Firm to the Township is that of independent contractor and does not constitute an employment relationship. The employees of The Firm are not employees of the Township. The Firm agrees to maintain workers' compensation and employer's liability insurance for its employees at all times during the term of this Agreement. If, for any reason, the Township shall incur liability for workers' compensation benefits for The Firm's employees, The Firm shall indemnify the Township for all such expenses incurred by The Township and for such coverage acceptable to the Township during the term of this Agreement. Upon request, The Firm shall furnish The Township a copy of each insurance certificate appropriate to the coverage at the time this Agreement is entered into and at each insurance renewal while the Agreement is in effect.
11. **BINDING EFFECT:** This Agreement shall be binding upon the parties and their successors; however, this Agreement is not assignable without the express written consent of the parties.
12. **AMENDMENTS:** This Agreement may not be amended, modified, altered, or supplemented except by the execution and delivery of a written agreement executed by both parties.
13. **VALIDITY OF THE AGREEMENT:** The invalidity of any provision of this Agreement, as determined by a Court of competent jurisdiction, shall in no way affect the validity of any other provision hereof. The terms of this Agreement are contractual and not a mere recital. It is further understood and agreed that no promises, representations, understandings, or warranties have been made or extended by any party hereto, other than those which are expressly set forth in this Agreement, and that this Agreement contains the entire agreement between the parties relating the rights and obligations herein.
14. **CHOICE OF LAW AND JURISDICTION:** This Agreement shall be governed and interpreted by the laws of the State of Michigan in the jurisdiction of the Livingston County Circuit Court.
15. **COUNTERPARTS:** This Agreement may be executed in any number of counterparts, and each counterpart shall be deemed to be an original instrument, but all counterparts together

shall constitute but one Agreement.

16. **CAPTION:** Captions to paragraph and subparagraphs of this Agreement have been included solely for the sake of convenient reference and are entirely without substantive effect.
17. **EFFECTIVE DATE:** This Agreement is effective on _____.

Township of Marion

By: _____
Robert Hanvey, Township Supervisor

Firm

By: _____
John L. Gormley, Esq.
Gormley and Johnson Law Offices, PLC

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AGREEMENT FOR LAW ENFORCEMENT SERVICES

THIS AGREEMENT, made and entered into on May 1, 2021 by and between the COUNTY OF LIVINGSTON, State of Michigan (hereinafter referred to as the "COUNTY"), and LIVINGSTON COUNTY SHERIFF (hereinafter referred to as the "SHERIFF"), and Marion Township (hereinafter referred to as the "Marion Twp").

WITNESSETH:

For and in consideration of the mutual covenants hereinafter contained, **IT IS HEREBY AGREED** as follows:

1. **Services to be Performed by SHERIFF.** The SHERIFF shall furnish police services as set forth in the attached Appendix A.
2. **Agreement Period.** This Agreement shall commence upon May1, 2021, and shall continue until December 31, 2021, at which time it shall terminate.
3. **Insurance.** The MARION TWP shall be responsible for obtaining and maintaining its own property and liability insurance.
4. **Compensation.** The MARION TWP shall pay the COUNTY the sum of SIXTY-FIVE DOLLARS AND 0 CENTS (\$65.00) per hour per Sheriff Deputy performing services under this Agreement. MARION TWP will be invoiced monthly for the duration of the contract and will be billed \$520.00 in equal monthly installments, pro-rated if partial month.
5. **Location Where Compensation is to be Paid.** The MARION TWP shall remit all payments to the Livingston County Sheriff's Office, 150 S. Highlander Way, Howell, MI, 48843, and Attn: Lt. Eric Sanborn
6. **Status of Sheriff Deputies Assigned Under Agreement.** The Sheriff Deputy assigned to the MARION TWP under this Agreement shall remain employees of the SHERIFF and under his supervision, direction, management and control.
7. **Removal of Sheriff Deputies for Emergencies.** The SHERIFF reserves the right, at his sole discretion, to remove any Sheriff Deputy, who is otherwise assigned to the MARION TWP, for emergencies that might exist outside the area designated by this Agreement.
8. **Nondiscrimination.** In carrying out the terms of this Agreement, the parties hereto shall adhere to all applicable Federal, State and local laws and regulations prohibiting discrimination. The parties hereto, as required by law, shall not discriminate against persons to receive services under this Agreement or against an employee or applicant for employment with respect to hire, tenure, terms, conditions or privileges of employment, or a matter directly or indirectly related to employment, because of race, color, religion, national origin, age, sex, disability that is unrelated to the individual's ability to perform the duties of a particular job or position, height, weight, or marital status. Breach of this covenant shall be regarded as a material breach of this Agreement.
9. **Complete Agreement.** This Agreement contains all the terms and conditions agreed upon by the parties hereto, and no other agreements, oral or otherwise, regarding the subject matter of this Agreement or any part thereof shall have any validity or bind any of the parties hereto.

Notwithstanding any other provision of this Agreement to the contrary, this Agreement may be terminated at any time by either the County, the Sheriff, or the MARION TWP upon thirty (30) days prior written notice to the other parties.

THE AUTHORIZED REPRESENTATIVES OF THE PARTIES HERETO HAVE FULLY SIGNED THIS AGREEMENT FOR LAW ENFORCEMENT SERVICES ON THE DAY AND YEAR FIRST ABOVE WRITTEN.

COUNTY OF LIVINGSTON

MARION TOWNSHIP

By: _____
WES NAKAGIRI - CHAIRMAN (Date)
County Board of Commissioners

By: _____
(Signature) (Date)

Name: _____
(Print or Type)

Title: _____
(Print or Type)

By: _____
JEFF WARDER - UNDERSHERIFF (Date)

**BOILERPLATE APPROVED AS TO FORM FOR
COUNTY OF LIVINGSTON:
COHL, STOKER & TOSKEY, P.C.
BY: PETER A. COHL - 10/1/12**

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APPENDIX A

DESCRIPTION OF SERVICES:

THE LIVINGSTON COUNTY SHERIFF'S OFFICE WILL PROVIDE ORDINANCE ENFORCEMENT AND SUPPORT AS IT RELATES TO THE TOWNSHIP'S GENERAL NUISANCE ORDINANCE, AS WELL AS TRAFFIC MONITORING TO ENFORCE CERTAIN NOISE VIOLATIONS THAT FALL UNDER THE AFORMENTIONED ORDINANCE.

THE TOWNSHIP OF MARION HAS ENTERED INTO AN AGREEMENT WITH THE LIVINGSTON COUNTY SHERIFF'S OFFICE FOR 64 HRS (8HRS PER MONTH) FOR THE REMAINDER OF THE 2021 YEAR FOR ORDINANCE ENFORCEMENT AS DESCRIBED ABOVE.

THIS IS A PARTNERSHIP BETWEEN THE LIVINGSTON COUNTY SHERIFF'S OFFICE AND THE TOWNSHIP OF MARION.

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer Connection Contractors
Date: March 11, 2021

The attached document is used at Hamburg Township.

If we want to implement a similar system, we need to identify our contractors and training process.

We would also need to modify our Development Standards to include this procedure.

What are your thoughts?



10405 Merrill Road ♦ P.O. Box 157
 Hamburg, MI 48139
 Phone: 810.231.1000 ♦ Fax: 810.231.4295
 www.hamburg.mi.us

**CONTRACTORS TRAINED TO COMPLETE THE BUILDING SEWER
 CONNECTION FROM THE HOUSE INTO THE GRINDER PUMP STATION**

<u>CONTRACTOR</u>	<u>ADDRESS</u>	<u>CITY</u>	<u>PHONE NUMBER</u>
Corby Energy Services, Inc.	6001 Schooner Drive	Belleville	734-547-9237
Utility Services Authority	6001 Schooner Drive	Belleville	734-481-0872
Bob Myers Excavating, Inc.	8111 Hammel Road	Brighton	810-231-2044
Knight's Grading & Excavating, Inc.	P.O. Box 504	Dexter	734-426-3984
Tanner Excavating	11877 N. Territorial	Dexter	734-747-6773
C & E Construction	P.O. Box 1359	Highland	248-889-1716
Bowman Excavating, Inc.	920 W. Marr Rd.	Howell	517-546-2117
Haslock & Sons Excavating Co.	5275 W. Coon Lake Rd.	Howell	517-546-1518
Louis Wellman & Sons Excavating Co.	P.O. Box 2428	Howell	517-546-2978
RC Directional Boring, Inc.	P.O. Box 706	Howell	517-545-4887
CCI Excavating, LLC	1550 Falahee Rd.	Jackson	517-206-4476
Milford Excavating, Inc.	2490 Lone Tree Road	Milford	248-889-2572
Pinckney Trucking & Excavating, Inc.	21388 Spears Rd.	Pinckney	517-404-1561
Joe Vellardita	2060 Swarthout	Pinckney	734-878-5742
Young Building & Excavating	8616 Rushview	Pinckney	734-878-6342

This is a courtesy list of contractors who have completed a training course required for the completion of the four (4") building sewer hook-up connecting homes to the Township sewer system including abandonment of the existing septic tank(s). You may use the above contractors or choose your own provided they receive training through the Hamburg Township Department of Public Works (DPW) at their expense.

It is the responsibility of the property owner to verify the licensing of whoever is contracted for connection. **The property owner shall be responsible for all defective installation/damages to the system.**

SUGGESTED CONTRACTOR SELECTION CRITERIA

Construction of the building sewer connection from the house to the grinder pump is the responsibility of each property owner. Although Hamburg Township does not recommend any specific contractor to perform this work, the following list of suggested criteria may be helpful in selecting a contractor to complete the installation:

- Insured
- Licensed
- References - must be checked
- Experience
- Equipment - that meets your specific conditions
- Work Load
- Written Proposal

All contractors must pull the necessary sewer connection permits with Hamburg Township prior to commencing work within the township. If you have any questions, please call the Hamburg Township Utilities Coordinator at (810) 231-1000 Ext. 210 or the DPW Field Superintendent, Dave Podvoyski, at (810) 231-8158.

Please note that upon the connection of the households discharge pipe to the grinder pump, the septic tank(s) of the same household have to be properly abandoned within 15 days of the connection.

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

March 3, 2021

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

Re: Burkhart Rd, Schafer Rd, and Triangle Lake Rd estimates

Dear Mr. Hanvey,

The following is an estimate for Burkhart Rd, Schafer Rd, and Triangle Lake Rd, per your request:

Burkhart Road – Norton to Mason

The proposed project would include paving Burkhart Road from Norton Rd to Mason Rd. The project is approximately 0.25 miles long. Staff recommends overlaying the existing pavement with heavy wedging and a 2" top course. The estimated cost for this work is **\$90,000**.

Schafer Road – Bentley Lake Rd to D-19

The proposed project would include paving Schafer Road from Bentley Lake Rd to D-19. The project is approximately 2.05 miles long. Staff recommends placing a single chip seal to mitigate reflective cracking and then paving a 2" asphalt top course. The estimated cost for this work is **\$465,000**.

Triangle Lake Road – Coon Lake Rd to end of pavement

The proposed project would include paving Triangle Lake Road from Coon Lake Rd to the end of pavement. The project is approximately 0.45 miles long. Staff recommends milling out the existing pavement and paving 4" of new asphalt. The estimated cost for this work is **\$185,000**.

The above estimate is based on visual inspection. Staff recommends pavement cores be performed in order to determine the existing conditions and determine the proposed section. The above prices are based on current contract prices and are subject to change.

If you have any questions or concerns, please contact me.

Sincerely,

Robert Daavettila, PE
Construction Engineer

Chloride Solutions

Ice & Dust Control

RATE QUOTE

Date: February 19, 2021

Customer: *Marion Township*

Product: Dust Control - Mineral Well Brine

Applied Rate: \$.194 per gallon / 9,500 gallon 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: 517-338-5005 ~ Telephone: 517-803-4726 ~

~ Email: brian@mbhtrucking.net ~

Chloride Solutions, LLC

672 N. M-52

Webberville, MI. 48892

Quote is good through the 2021 season

MEMO

To: Marion Township Board
From: Bob Harvey
Subject: "No Engine Braking" Sign Locations
Date: March 11, 2021

We need to finalize the locations for the installation of the signs.

Attached is a list of sign locations that were suggested at previous board meetings.

Also attached for reference is a road map of Marion Township.

For 3-11-2021 Board of Trustees meeting

No Engine Braking sign locations

Eastbound Mason at Truhn

Southbound Burkhardt south of Mason

Northbound D-19 at Schafer

Southbound D-19 south of I-96

Northbound D-19 at Coon Lake Road

Southbound D-19 at Coon Lake Road

Northbound D-19 at Dinkel Drive

Southbound D-19 at Triangle Lake

Eastbound Coon Lake Road at County Farm

Westbound East Coon Lake Road at Genoa Border

Westbound West Coon Lake Road at Bentley Lake

Southbound Cedar Lake Road south of Jewell

Eastbound Schafer Road, 600 feet west of Tammy's driveway

Westbound Schafer Road, 600 feet east of Tammy's driveway

