

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, October 8, 2020
7:30 p.m.

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

- 1) Approval of Agenda
- 2) Consent Agenda
 - a. Approval of September 24, 2020 Regular Meeting Minutes
 - b. Complaint Report
 - c. DPW Report
- 3) Crystal Wood Public Hearing
- 4) Howell City Sewer Plant Construction Schedule
- 5) Recording Equipment Improvements
- 6) Disc Golf Course Modification Request
- 7) AJR Cornerstone Mediation
- 8) Coronavirus Relief Local Government Grants
- 9) Short Term Rentals and Sidewalks
- 10) Employee Update
- 11) ZBA Report

Correspondence and Updates
Hometown Matter
Executive Order 183
Call to the Public

Adjournment

Reminder: Next Board Packet will be ready after 3pm on Thursday, October 15, 2020

DRAFT

**MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
SEPTEMBER 24, 2020**

MEMBERS PRESENT: IN-PERSON: Les Andersen, Tammy Beal, Greg Durbin, Scott Lloyd, Dan Lowe and Bob Hanvey. VIRTUAL- GoToMeeting app: Duane Stokes

OTHERS PRESENT:

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

Bob Hanvey asked if we could add 9.) *Coon Lake's Special Assessment* to tonight's agenda. Tammy Beal would also like to add 10.) *Employee Update* to tonight's agenda.

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

CONSENT AGENDA

Les Andersen motioned to approve the consent agenda. Scott Lloyd seconded. **Motion carried.**

RECORDING EQUIPMENT IMPROVEMENTS

Bob said that they are still working on our order and we are waiting to hear from them.

CEDAR LAKE BOARD REPRESENTATIVE

Tammy Beal said that the Cedar Lake Board needs two representatives from Marion Township. Bob Keier, who is a Cedar Lake resident, is interested in being a representative for the Cedar Lake Board.

Greg Durbin made a resolution to appoint Bob Keier as a representative for the Cedar Lake Board. Les Andersen seconded.

ROLL CALL: Greg Durbin: YES; Scott Lloyd: YES; Tammy Beal: YES; Bob Hanvey: YES; Duane Stokes: YES; Les Andersen: YES; Dan Lowe: YES. 7-0 Motion carried.

DISC GOLF COURSE MODIFICATION REQUEST

Bob spoke with the neighbor's attorney but has not heard back from them yet. Tammy Beal said that Paul Drake stopped in and got the key for the basket.

AJR CORNERSTONE MEDIATION

Bob said that this meeting has not been rescheduled yet. So we are still waiting to hear from them.

ZBA REPORT

Dan Lowe explained that there were four separate cases that were approved at the ZBA meeting this month. Some of them involved set back issues, road frontage and needing a survey of the property.

CORONAVIRUS RELIEF LOCAL GOVERNMENT GRANTS

We have received some grant money from the State. We turned in all of the paperwork but they are sorting out some issues with the spelling on our street address.

COON LAKE SPECIAL ASSESSMENT DISTRICT

Bob said that Bruce Pfister would like to do another five year SAD for their weed control and geese permit. We need a resolution to hold a public hearing to create the district.

A resolution was made by Tammy Beal to set a public hearing for Coon Lake's Weed Control Special Assessment District for October 22, 2020. Les Andersen seconded. **Motion carried.**

ROLL CALL: Duane Stokes: YES; Les Andersen: YES; Dan Lowe: YES; Scott Lloyd: YES; Tammy Beal: YES; Greg Durbin: YES; Bob Hanvey: YES. 7-0 Motion carried.

EMPLOYEE UPDATE

Over the last few months there have been some concerns in the office regarding the Township's COVID19 readiness plan. Multiple employees spoke regarding their concerns. On Monday, September 28, 2020, Greg Durbin is going to come into the office and meet with a few employees individually to discuss these matters in more detail.

CORRESPONDENCE & UPDATES

AT&T CROWN CASTLE LEASE MODIFICATIONS: Bob said that we have signed and returned the lease agreement but are waiting to hear back from them.

HOMETOWN MATTER: We have another week before we have to have our answers turned in.

SHORT TERM RENTALS: Attorneys are still trying to work things out over at Triangle Lake.

LOCAL ROAD STATE STATUTE: Legislation was passed that will change the percentages between primary and local roads.

LIVINGSTON COUNTY UPDATE: Included in packet

HOWELL CITY AUTOMOBILE SHREDDER: A lawsuit has been filed involving the shredder, which was turned down by the City's ZBA.

CALL TO THE PUBLIC

NONE

ADJOURNMENT

Scott Lloyd motioned to adjourn the meeting at 9:30 pm. Dan Lowe seconded. **Motion carried.**

Submitted by: J. Timberlake

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

COMPLAINT LOG

Complaint #	Complainant Name	Offender Name	Complaint Details	Action Taken	Date Violation
#07-19	Gary Hatter 2657 Clivedon	Ron Arnold 2631 Clivedon 4710-27-102-012	Abandon Van	Letter sent	
#08-19	Garrett White 363 Granite Dr Howell, MI 48843 517-881-6508	Susan Still 220 Granite Dr. Howell, MI 48843 4710-05-200-049	Hobby Kennel with excessive barking 10pm to 6am note: lots of dogs in small neighborhood,	ltr sent return call she was out of town dogs let out 10am and 6pm only while OOT	12/11/2019 db test by supervisor
#09-19	Greg Gardynk 1260 Peavy Rd Howell, MI 48843 810-923-6486	Family Golf 850 Peavy Rd. Howell, MI 48843	Vacant building, broken windows, Tall grass, Loitering	Ltr to Casa Villa note: no zoning ordinance, need Blight GO	
#01-2020	Marion Meadows HOA P.O. Box 23 Howell, MI 48843 248-961-4393	David Heckman 105 Marion Meadows 4710-11-400-028	Junk Cars	ltr sent 7-28-2020	
#02-2020	Laurie Hannenberg 5353 Dutcher Howell, MI 48843 810-599-6344	William Teeples 5391 Dutcher 4710-31-100-009	Junk trucks, boats, other	ltr sent 9-15-2020 called & needs time asked for 60 days	

DPW Report

	2020												
	JAN	FEB	MAR	APRIL	MAY	JUNE	JULY	AUG	SEPT	OCT	NOV	DEC	TOTAL
WATER													
NEW	6	9	5	2	16	0	4	6	13				61
EXISTING													
REPLACEMENT													
IRRIGATION													
NEW	1	0	4	5	5	5	3	10	26				59
EXISTING													
SEWER													
NEW	6	8	4	2	17	0	7	6	13				63
EXISTING													
TOTAL	13	17	13	9	38	5	14	22	52				183

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Crystal Woods Roads
Date: October 8, 2020

Attached are proposals from three paving companies for Crystal Woods Roads. There are several options we need to evaluate before deciding what needs to be done to the roads.

The proposals have Crystal Wood I and II combined as shown on the maps but are labeled Crystal Wood II.

Crystal Wood Estates is kept separate on the pricing although there may be an advantage to having one contractor and to do all the paving at the same time.

Crystal Wood Paving Comparison

Bond Held By Marion Township		\$ 149,131.95	
Crystal Woods II	T & M	R & R	McKearney
Cap Only		\$ 94,900.00	
Cap Only 2"			\$ 147,500.00
Replace 8,000 sq ft Worst Areas Cap 2"			\$ 178,060.00
Pulverize and Pave 2 lifts 3" Total	\$ 194,854.00	\$ 171,500.00	
Mill Haul and Replace			
Crystal Wood Estates			
Cap Only			
Cap Only 2"			\$ 50,995.00
Pulverize and Pave 2 lifts 3" Total	\$ 68,799.00	\$ 74,311.00	
Mill Haul and Replace			



Contract Proposal

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 684-2300

Fax (248) 685-0580

To: Echelon Home Builders
 1042 N. Milford Rd., Ste 201
 Milford, MI 48381
 Rick Elkow

 248-417-8594

Date: 5/27/2020

Project:
 Crystal Wood
 Marion Twp., MI

<u>DESCRIPTION</u>	<u>QUANTITY</u>	<u>UNIT</u>	<u>UNIT\$</u>	<u>AMOUNT</u>
Pavement Replacement				
1. Pulverize existing asphalt pavement full depth				
2. Reshape grade to allow for 3.0" asphalt cross section				
3. Install 3.0" of #1100 asphalt in two lifts w/ tack				
COST FOR THIS WORK: 91,638 SF.....				\$194,854.00

Note:

Bonds, permits, inspection/testing fees, traffic control devices, survey & layout excluded
 Work within the Norton Rd. Right-of-Way limits is excluded.
 The prices quoted above may be subject to change if not accepted within 10 days.
 Any structure adjustments within the roadway that may be necessary are \$250/ea

Payment for work shall be made within 15 days of presentment of monthly requests for payment.

This is a unit price quotation, with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantities at quoted unit prices, and any modification resulting from change in material prices.

This is a lump sum quotation, except for modification resulting from change in material prices.

A finance charge of 1 1/2% per month will be added each month on all past due accounts, an annual rate of 18%.

ACCEPTED: The above prices, specifications, and conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above. I HAVE READ AND AGREE TO THE CONDITIONS ON PAGE TWO.

 Duly Authorized Signature

 Scott D. Ford
 Project Manager

Accepted _____

Date _____

Signature _____

The prices quoted above may be subject to change if not accepted within 10 days.



Contract Proposal

T & M Asphalt Paving, Inc.

AN EQUAL OPPORTUNITY EMPLOYER

4755 OLD PLANK RD. MILFORD, MICHIGAN 48381

(248) 684-2300

Fax (248) 685-0580

To: Crystal Woods Estates

Date: 8/17/2020

Brian Riordan

Project:

810-923-6177

Crystal Wood Estates
Marion Twp., MI

DESCRIPTION

AMOUNT

Pavement Replacement

1. Pulverize existing asphalt pavement full depth
2. Reshape grade to allow for 3.0" asphalt cross section
3. Install 3.0" of #1100 asphalt in two lifts w/ tack

COST FOR THIS WORK: 32,300 SF.....

\$68,799.00

Note:

Bonds, permits, inspection/testing fees, traffic control devices, survey & layout excluded
 The prices quoted above may be subject to change if not accepted within 10 days.
 Any structure adjustments within the roadway that may be necessary are \$250/ea

Payment for work shall be made within 15 days of presentment of monthly requests for payment.

This is a unit price quotation, with quantities to be verified upon completion. Contract amount shall be determined by extending verified quantities at quoted unit prices, and any modification resulting from change in material prices.

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Duly Authorized Signature

Scott D. Ford
Project Manager

Accepted _____

Date _____

Signature _____

The prices quoted above may be subject to change if not accepted within 10 days.

T & M Asphalt

GENERAL CONDITIONS

- NO ORAL AGREEMENTS:** It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.
- APPROVAL:** This proposal will not be binding upon Contractor until the signed Acceptance has been received, checked and signed by an officer of Contractor.
- PAYMENT OF COSTS:** Customer shall pay to Contractor all costs and expenses including, without limitation, reasonable attorney fees, and the fees of any collection agencies and court costs incurred by Contractor in exercising any of its rights or remedies hereunder when enforcing any of the terms, conditions or provisions hereof.
- CHANGES:** No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.
- ESTIMATED OR APPROXIMATE QUANTITIES:** Quantities and areas in this proposal are approximate, arrived at for estimating purposes only, and it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.
- PROPERTY LINES:** Customer shall establish and designate property lines, and Customer shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Customer trespass on other property, and Customer shall also be responsible for any damages caused thereby to the owner of such other property.
- DELAYS:** Unless otherwise stated, Customer shall properly prepare and deliver the jobsite to Contractor within 30 days of Contractor's Acceptance of this Proposal. Contractor shall complete the job within a reasonable time but shall not be liable for delays beyond its control. Customer caused delays shall entitle Contractor to delay damages.
- PERMITS:** Customer shall obtain and pay for any and all permits or assessments required to perform the work.
- WET OR UNSTABLE SUBGRADE:** Customer shall provide a suitable dry and stable subgrade. Customer shall be responsible for resulting costs and expenses due to requiring Contractor to place the materials on an unsuitable subgrade. A suitable subgrade is a condition precedent to the requirement of performance of this contract.
- REPRODUCTION OF CRACKS:** When resurfacing concrete, brick or asphalt pavement the Contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
- MINIMUM GRADE:** Customer shall provide all lines and grades. Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the Customer directs contractions with less than a minimum of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 3/4 inch will be filled.
- STOCK PILING MATERIALS:** Contractor shall be permitted to stockpile materials necessary to the performance of its work on the property adjacent to the site of the work, without cost.
- UNDERGROUND STRUCTURES:** It is the Customer's responsibility to advise Contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc. which might be encountered by Contractor in the performance of its work. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this Proposal, and of the location thereof as indicated in this Proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise, shall be borne by the Customer.
- SOIL CONDITION:** Should any unusual soil conditions be encountered not specifically referred to in this Proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Customer.
- TREE ROOTS:** Contractor shall not be responsible for damage to trees occasioned by the damage or removal of tree roots in preparing the road bed, nor shall Contractor be obligated to remove damaged or destroyed trees.
- HIDDEN OBJECTS:** Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred for the removal and disposal of such hidden objects shall be borne solely by the Customer and Contractor shall be reimbursed accordingly.
- ZONING REQUIREMENT & OTHER LOCAL REGULATIONS:** Contractor assumes no responsibility for determining whether Customer has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law. Customer shall, nevertheless, be obligated to pay for work performed as ordered.
- PAVEMENT THICKNESS** Contractor's description of pavement and/or aggregate thickness refers to average thickness. Variations in actual thickness may occur. Contractor shall provide sufficient material to achieve the described average thickness.

Cap Only

Pavement Maintenance Proposal

Echelon Homes

Rick Elkow

Project:

Crystal Woods cap

Norton Rd
Howell, MI 48843

R&R
ASPHALT

Mike Zalewski
Account Executive

Service Provider Information

Company Info



R&R Asphalt
2800 Childs Lake Rd.
Milford, MICHIGAN 48381

P: 248-529-6005
F: 248-529-6256
<http://www.rrasphalt.com>

Contact Person

Mike Zalewski
Account Executive
mike@rrasphalt.com
Cell: 248-794-8020
Office 248-529-6005

About Us

We Solve Problems & Make Pavement Maintenance Simple

R & R is a full service site construction and maintenance company founded in 1983. We provide innovative solutions and customized strategies that enhance performance, aesthetics, and longevity for asphalt and concrete surfaces.

Our employees take great pride in the quality of work we perform and continuously strive to exceed our customers expectations.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Proposal: Crystal Woods cap



New Asphalt Pavement (yellow area)

1. The area under consideration for new asphalt surface comprises approx. 91,638 square feet.
2. All areas will be barricaded before, during and after this project.
3. All surfaces to be paved will be cleaned of all loose materials.
4. Our firm will machine install 1.5 inches of compacted thickness surface asphalt, with all work being completed in 1 trip(s). **Vital to note that all work we specify is the final depth, not the depth prior to compaction.**
5. **This is not our recommendation for this project. We will not warranty any work performed in this repair as base material condition is very bad.**

Total Price: \$92,400.00

Concrete Curb

1. Replace 8' LF of M curb on Crystal Wood Lane.

Total Price: \$2,500.00

New Asphalt Pavement (blue area)

1. The area under consideration for new asphalt surface comprises approx. 39,707 square feet.
2. All areas will be barricaded before, during and after this project.
3. All surfaces to be paved will be cleaned of all loose materials.
4. Our firm will machine install 1.5 inches of compacted thickness surface asphalt, with all work being completed in 1 trip(s). **Vital to note that all work we specify is the final depth, not the depth prior to compaction.**
5. **This is not our recommendation for this project. We will not warranty any work performed in this repair as base material condition is very bad.**

Total Price: \$40,050.00

Proposal: Crystal Woods cap

Image



Notes:

Price Breakdown: Crystal Woods cap



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on September 23, 2020.

Item	Description	Cost
1	New Asphalt Pavement (yellow area)	\$92,400.00
2	Concrete Curb	\$2,500.00
Total:		\$94,900.00

Optional Services:

Item	Description	Cost
1	New Asphalt Pavement (blue area)	\$40,050.00

Authorization to Proceed & Contract

This price is valid for 20 days. Contracts signed passed this point are subject to price increases.

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Proposal: Crystal Woods cap



Payment Terms

We agree to pay the total sum or balance in full 20 days after the completion of work.

25% is due upon signing as a down payment.

All amounts unpaid after 30 days will be subject to interest at 1-1/2% per month. If R & R is required to incur costs to collect payment, R & R shall be entitled to recover all costs of collection, including actual attorney's fees.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Rick Elkow
Echelon Homes
1042 N Milford Rd Suite 201
Milford, MI 48381
rick@echelonhomebuilders.com
C: 248-417-8594

Mike Zalewski | Account Executive
R&R Asphalt
2800 Childs Lake Rd.
Milford, MICHIGAN 48381
E: mike@rrasphalt.com
C: 248-794-8020
P: 248-529-6005
F: 248-529-6256
<http://www.rrasphalt.com>

Pulverize

Pavement Maintenance Proposal

Echelon Homes

Rick Elkow

Project:

Crystal Wood Pulverize

Norton Rd
Howell, MI 48843

R&R
ASPHALT

Mike Zalewski
Account Executive

Service Provider Information

Company Info



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2800 Childs Lake Rd.
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About Us

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R & R is a full service site construction and maintenance company founded in 1983. We provide innovative solutions and customized strategies that enhance performance, aesthetics, and longevity for asphalt and concrete surfaces.

Our employees take great pride in the quality of work we perform and continuously strive to exceed our customers expectations.

Please find the enclosed proposal and do not hesitate to call us with any questions.

Proposal: Crystal Wood Pulverize



Asphalt pulverization (yellow area)

1. Pulverize 91,638 SF of existing asphalt pavement full depth.
2. Reshape grade to allow for 3.0" asphalt cross section.
3. Install 1.5" compacted thickness 1100L base asphalt.
4. Apply tack coat.
5. Install 1.5" compacted thickness 1100T surface asphalt.

Total Price: \$171,500.00

Concrete Curb

1. Replace 8' LF of M curb on Crystal Wood Lane.

Total Price: \$2,500.00

Asphalt pulverization (blue area)

1. Pulverize 39,707 SF of existing asphalt pavement full depth.
2. Reshape grade to allow for 3.0" asphalt cross section.
3. Install 1.5" compacted thickness 1100L base asphalt.
4. Apply tack coat.
5. Install 1.5" compacted thickness 1100T surface asphalt.
6. ** Must be completed with the Yellow Area **

Total Price: \$74,311.00

Proposal: Crystal Wood Pulverize



Image



Notes:

Price Breakdown: Crystal Wood Pulverize



Please find the following breakdown of all services we have provided in this proposal.

This proposal originated on May 05, 2020.

Item	Description	Cost
1	Asphalt pulverization (yellow area)	\$171,500.00
2	Concrete Curb	\$2,500.00
Total:		\$174,000.00

Optional Services:

Item	Description	Cost
1	Asphalt pulverization (blue area)	\$74,311.00

Authorization to Proceed & Contract

This price is valid for 20 days. Contracts signed passed this point are subject to price increases.

You are hereby authorized to proceed with the work as identified in this contract. By signing and returning this contract, you are authorized to proceed with the work as stated.

We understand that if any additional work is required different than stated in the this proposal/contract it must be in a new contract or added to this contract.

Please see all attachments for special conditions that may pertain to aspects of this project.

Proposal: Crystal Wood Pulverize



Payment Terms

We agree to pay the total sum or balance in full 20 days after the completion of work.

25% is due upon signing as a down payment.

All amounts unpaid after 30 days will be subject to interest at 1-1/2% per month. If R & R is required to incur costs to collect payment, R & R shall be entitled to recover all costs of collection, including actual attorney's fees.

I am authorized to approve and sign this project as described in this proposal as well as identified below with our payment terms and options.

Date: _____

Rick Elkow
Echelon Homes
1042 N Milford Rd Suite 201
Milford, MI 48381
rick@echelonhomebuilders.com
C: 248-417-8594

Mike Zalewski | Account Executive
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<http://www.rrasphalt.com>

Contract Terms & Conditions

1.

EXHIBIT A

GENERAL CONDITIONS

NO ORAL AGREEMENTS:

It is expressly understood that all the terms, agreements and conditions relating to this contract are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.

APPROVAL:

This proposal will not be binding upon our company until the signed acceptance has been received by us, and until it has been checked and signed by an officer of this company.

CHANGES:

No charges or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.

ESTIMATED OR APPROXIMATE QUANTITIES:

Quantities and areas in this proposal are approximate, arrived at for estimating purposes only, and it is understood that payment is to be made on actual quantities of work completed and actual areas covered unless otherwise indicated.

PROPERTY LINES:

The Purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Purchaser trespass on other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such other property.

DELAYS:

The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.

PERMITS:

The owner of the Purchaser of the above work shall pay for any and all permits or assessments if they are required.

CRACKS:

The contractor shall not be responsible for cracks that may occur on NEW or resurfaced concrete, brick or asphalt pavements.

FROST HEAVE:

The contractor shall not be responsible for movement of new pavement due to Frost, Heave, with the exception of pavements where footings have been installed by the contractor.

MINIMUM GRADE:

Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that waterponding may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over 3/4 inch will be filled. Asphalt guaranteed to be 97% water free.

STOCKPILING MATERIALS:

Contractor shall be permitted to stockpile materials necessary to the performance of its work, on the purchaser's property adjacent to the site of the work, without cost.

UNDERGROUND STRUCTURES:

It is the purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise shall be borne by the Purchaser.

SOIL CONDITION:

Should any unusual soil conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.

TREE ROOTS:

Contractor shall not be responsible for damage to trees occasioned by removal of tree roots in preparing the road bed, nor shall contractor be obligated to remove damaged or destroyed trees.

HIDDEN OBJECTS:

Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work.

Proposal: Crystal Woods cap



Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.

ZONING REQUIREMENTS AND OTHER LOCAL REGULATIONS:

Contractor assumes no responsibility for determining whether the Purchaser has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Purchaser shall nevertheless, be obligated to pay for work performed as ordered.

McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 S US HWY 27, Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

Proposal submitted to ECHELON HOMES	Phone 248.437.1909 EMAIL: rick@echlonhomebuilders.com
Street 1042 NORTH MILFORD RD, SUITE 201	Date 9/22/20
city, state, and zip code MLFORD, MI 48381	Job location CRYSTAL WOODS -2268 CRYSTAL CROSSING DRIVE, HOWELL, MI 48843
Contact RICH ELKOW	Save As ECHLON HOMES - CRYSTAL WOODS

We hereby submit specifications and estimates for:

OPTION 1: OVERLAY

- **INSTALL TOP LIFT OVER EXISTING ROADWAYS IN CRYSTAL WOODS AS SHOWN ON MAP APPROX: 81,400 SQ/FT**
 ROTOMILL AROUND DRAINS AND ENTRANCES AS NEEDED FOR SMOOTH TRANSITIONS
 CLEAN ENTIRE PARKING LOT AND HAUL ANY DEBRIS OFFSITE
 APPLY SS1H BOND COAT, WEDGE LOW AREAS
 FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$147,500.00**

-NOTE: CRACKS WILL REFLECT AT SOME POINT IN TIME.

OPTION 2: REMOVE AREAS

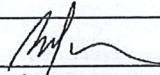
- **REMOVE AND REPLACE WORST 8,000 SQ/FT OF AREAS IN ROADWAY @ \$3.82 PER SQ/FT (MAY NEED MORE AREAS)**
 o **2" BASE COURSE & REMOVAL = \$2.75 (TOP COURSE WOULD BE IN OPTION 1)**
 SAW CUT AS NEEDED AND REMOVE ASPHALT AND HAUL TO A DNR APPROVED SITE
 FINE GRADE AND COMPACT EXISTING BASE WITH VIBRATORY ROLLER
 FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE
 APPLY SS1H BOND COAT
 FURNISH AND INSTALL 1 1/4" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$30,560.00**

-NOTE UNDERCUTS MAY BE NEEDED IF UNSTABLE SUB-BASE IS ENCOUNTERED FOR AN ADDITIONAL \$55.00 PER TON WITH 21AA FINE CRUSHED CONCRETE AND SPOILS HAULED OFFSITE

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: 1/3 deposit & balance upon completion



 Andy McKearney, McKearney Asphalt

Acceptance of Proposal

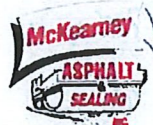
We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted:

Date: _____

By: _____
 Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records



Over 30 years of experience
Quality workmanship at a fair price

p: 811.6 ft
a: 10,009 sq ft

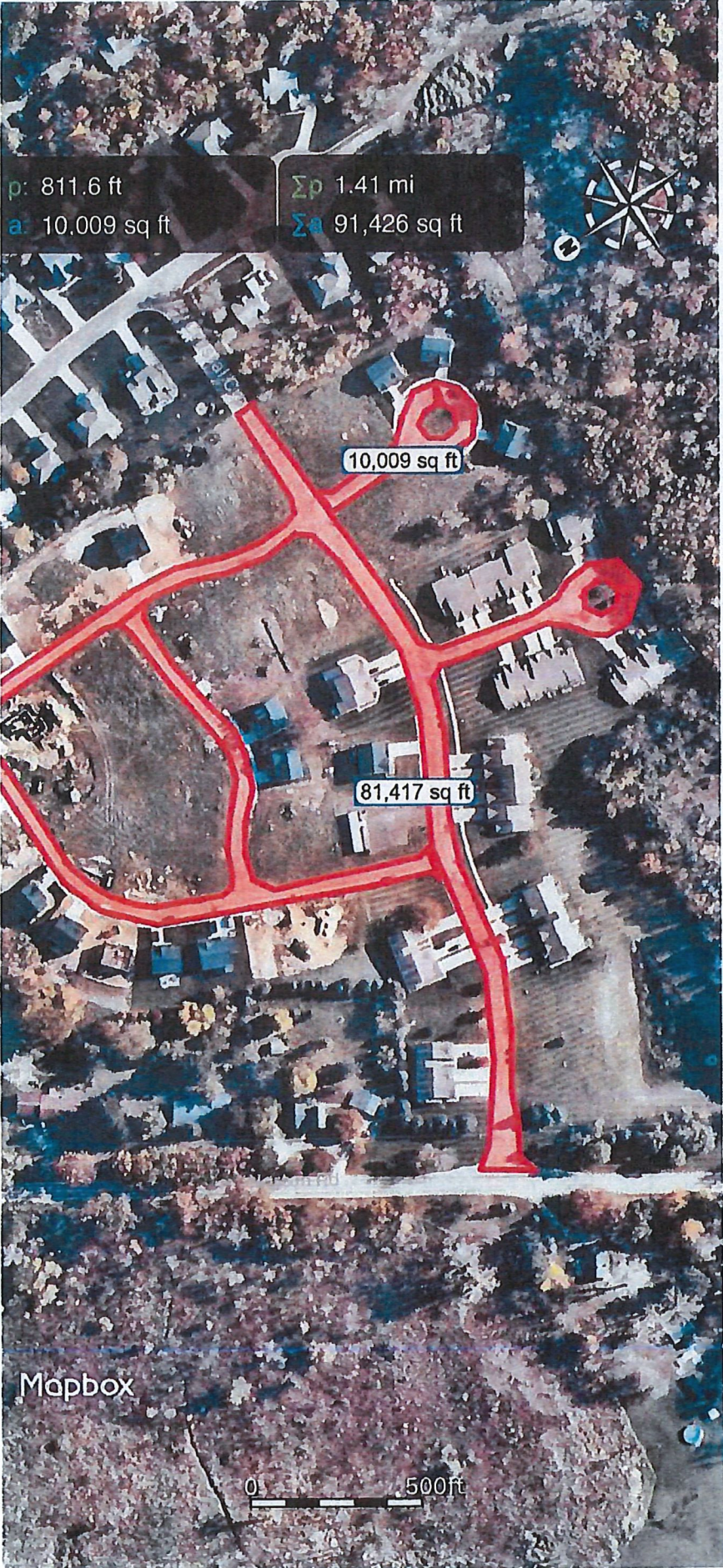
Σp 1.41 mi
 Σa 91,426 sq ft



10,009 sq ft

81,417 sq ft

Mapbox



McKearney Asphalt & Sealing Inc

P O Box 22083 Lansing MI 48909
16501 S US HWY 27 Lansing MI 48906

Phone: (517) 484-3188 Fax: (517) 484-3171
www.mckearneyasphalt.com

Proposal submitted to CRYSTAL WOOD ESTATES	Phone 810.923.6177	FAX	EMAIL: briordan7378@gmail.com
Street	Date 8/16/20		
city, state, and zip code HOWELL, MI 48843	Job location CRYSTAL CT, SECTION OF CRYSTAL CROSSING, HOWELL, MI 48843		
Contact BRIAN RIORDAN 810.923.6177	Saved As CRYSTAL WOOD ESTATES- CRYSTAL CT & CRYSTAL CROSSING		

We hereby submit specifications and estimates for:

JOB LOCATION: CRYSTAL CT, SECTION OF CRYSTAL CROSSING, HOWELL, MI 48843

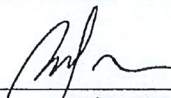
- **INSTALL WEARING COURSE OVER CRYSTAL CT & SECTION OF CRYSTAL CROSSING APPROX: 39,800 SQ/FT**
- ROTOMILL JOINTS AND HIGH SPOTS AS NEEDED FOR SMOOTH TRANSITIONS
- CLEAN SECTIONS OF ROAD TO PAVE WITH POWER BROOM AND HAUL MILLINGS AND DEBRIS OFFSITE
- ADJUST ANY STRUCTURES/ WATER BOXES AS NEEDED
- APPLY SS1H BOND COAT
- WEDGE LOW AREAS
- FURNISH AND INSTALL 2" OF MDOT 13A BITUMINOUS AGGREGATE

***FOR THE SUM OF: \$50,995.00**

-NOTE: CRACKS WILL REFLECT AT SOME POINT IN TIME.

We propose hereby to furnish material and labor - complete in accordance with above specifications

Payment to be made as follows: 50% of total amount down upon acceptance of contract & balance due upon completion, net 10 days. A time price difference of 1.5% per month will be charged on all accounts not paid when due. Should McKearney Asphalt & Sealing Inc. initiate any actions to force collection of any sums due, McKearney Asphalt & Sealing Inc. shall receive all cost incurred by McKearney Asphalt & Sealing Inc. including actual reasonable attorney fees. Quote good for 30 days.



Andy McKearney, McKearney Asphalt

Acceptance of Proposal

We hereby accept this proposal. The specifications and prices are approved and satisfactory. The general conditions are understood and accepted on the back of this proposal. Payment will be made in accordance with the terms offered. I further represent that I am authorized to sign this contract.

Accepted

Date: _____

By: _____

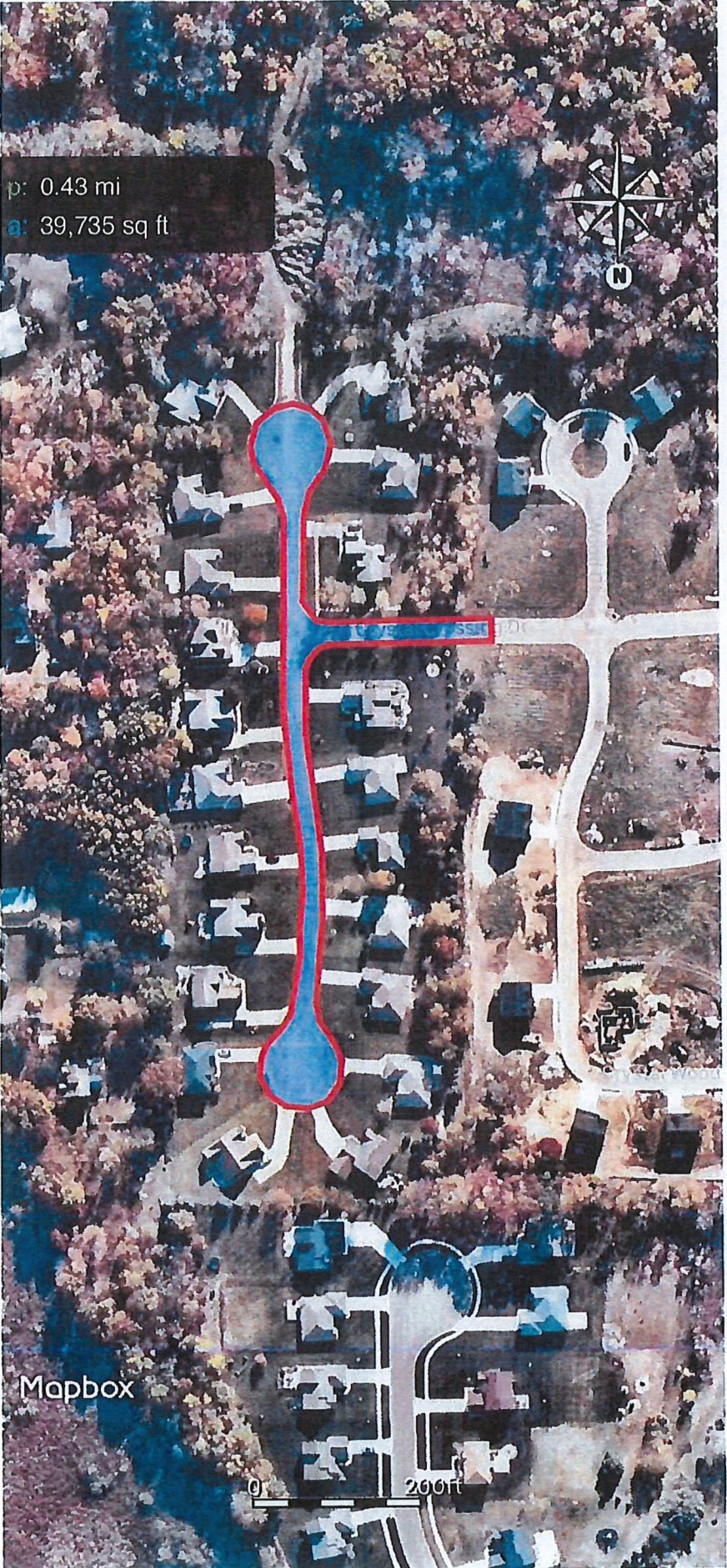
Authorized Representative

If accepted, please sign and return one copy to our office. Keep one copy for your records.



Quality workmanship at a fair price
Serving Mid-Michigan for more than 35 years

p: 0.43 mi
a: 39,735 sq ft



Mapbox



McKearney

Terms and Conditions

- Approval and Acceptance:** The proposal will not bind McKearney Asphalt & Sealing, Inc. ("McKearney") until the Acceptance of Proposal has been timely received by McKearney, signed by Customer or its duly authorized officer where indicated. If this proposal is not accepted by Customer and returned to McKearney within 30 days from the date of the proposal, this proposal is void and the amount of the project is subject to change.
- Changes:** No changes or alterations in the project or specifications shall be made except in writing and at prices agreed upon at the time changes are made. However, McKearney reserves the right to increase the total amount due from Customer if proposal was based upon incorrect information provided by Customer.
- Thickness:** All descriptions of paving thickness in this proposal are an estimated average. Variations in the sub base and technical limitations may result in variations in thickness and average thickness. Sufficient material will be used so that paving will perform in the manner expected of the stated, average thickness.
- Property Lines:** Customer shall: establish and designate its property lines; pay for work performed and materials provided even if all or any part of the work or material is alleged to trespass on property not owned or controlled by Customer; and indemnify and defend McKearney against any claim of trespass.
- Delays:** McKearney shall complete work in a timely fashion but will not be liable for delays due to Customer, weather, or otherwise beyond the reasonable control of McKearney.
- Permits:** Customer is responsible for any needed permits or assessments, and to determine if any are required.
- Unsuitable Sub Grade:** Customer warrants that it will provide suitable sub grade, which is a condition precedent to performance by McKearney. McKearney reserves that right to refuse to pave wet, unstable or frozen sub grade.
- Reproduction Cracks:** When resurfacing concrete, brick or asphalt ("subsurface"), McKearney is not responsible for the reproduction of cracks or expansion joints, which may occur, or for failure of the new surface due to the failure or irregularity of the subsurface.
- Minimum Grade:** McKearney reserves the right to refuse to pave any surface that has a grade of less than 1% for surface drainage. If Customer directs paving on a surface with less than 1% grade, Customer acknowledges that water ponding may occur and that unsatisfactory drainage voids any warranty.
- Stock Piling:** McKearney shall be permitted to stock pile materials necessary to perform its work on Customer's property, without cost to McKearney or damage to its materials.
- Soil Conditions:** If any unusual soil conditions are encountered that were not specified in this proposal, any resulting extra cost, for work or material, shall be paid by Customer.
- Trees and Surfaces:** McKearney shall not be responsible for: damage to trees, to include damage caused by the removal of tree roots, that occurs when preparing the job location or performing work; or for damage to driveways, walk ways or other surfaces that occurs due to the weight of McKearney's equipment.
- Hidden Objects:** McKearney assumes no responsibility for removal of or damage to hidden objects, including but not limited to irrigation lines, low voltage light wires, and invisible fencing, encountered during the performance of its work. If McKearney elects to remove, dispose of, or repair any hidden object, Customer shall bear the cost by reimbursing McKearney upon receipt of its invoice. Customer shall defend and indemnify McKearney against any injury to person or property alleged to arise from damage to or the presence of hidden objects.
- Zoning:** McKearney assumes no responsibility for determining whether Customer has the legal right or authority to pave, alter or improve the property at the job location. Customer shall: establish its rights and obtain any needed variance, easement or other permission; pay for work performed and materials provided even if all or any part of the work or material is alleged to violate any regulation, law, right, contract or ordinance; and indemnify and defend McKearney against any claim of ordinance or zoning violation or claim that Customer did not have the right to enter, pave, alter or improve the property.



MARION TOWNSHIP

mariontownship.com

RESOLUTION ON CRYSTAL WOOD ESTATE ROAD PAVING SPECIAL ASSESSMENT DISTRICT

WHEREAS, the township board of Marion Township acting in the interest the residents of Crystal Wood Estates and of the proposed special assessment district described hereinafter, determined to proceed under the provisions of PA 188 of 1954, as amended, to provide road paving, together with a proposed special assessment district for assessing the costs of the proposed service, and to schedule a public hearing upon the Assessment Roll, and

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

WHEREAS, in accordance with the aforesaid notices, a hearing was held on October 8, 2020 commencing at 7:30 PM and all persons given the opportunity to be heard in the matter, and

WHEREAS, the following written objections were received and filed:

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

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

NOW THEREFORE BE IT HEREBY RESOLVED as follows:

1. That this township board does hereby approve the provision of road maintenance and total cost estimate not to exceed \$80,000.00.

2. That this township board does hereby create, determine and define as a special assessment district to be known as Crystal Wood Estate Road Paving Special Assessment District within which the costs of such improvements shall be assessed according to the benefits, the following described area within said township:



4710-03-202-001
4710-03-202-002
4710-03-202-003
4710-03-202-004
4710-03-202-005
4710-03-202-006
4710-03-202-007
4710-03-202-008
4710-03-202-009
4710-03-202-010
4710-03-202-011
4710-03-202-012
4710-03-202-013
4710-03-202-014
4710-03-202-015
4710-03-202-016
4710-03-202-017
4710-03-202-018
4710-03-202-019
4710-03-202-020
4710-03-202-021

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

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

4. That all resolutions and parts of resolutions insofar as the conflict with the provisions of the within resolutions be and the same are hereby rescinded.
5. That the Township Clerk shall schedule a hearing on the Assessment Roll for _____ at 7:30 P.M., and provide notice as required by PA 188 of 1954.

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

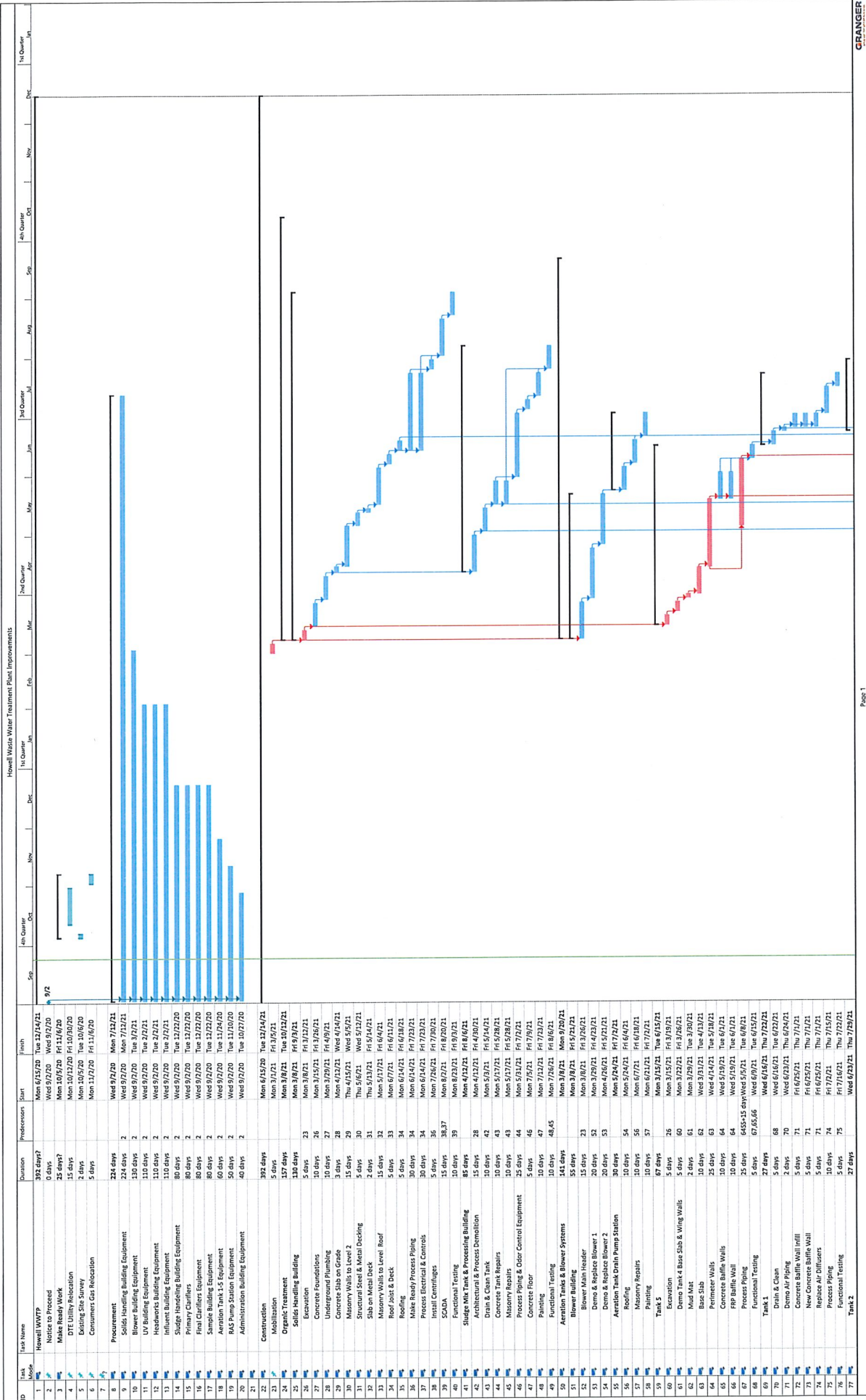
The following voted "Nay"

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

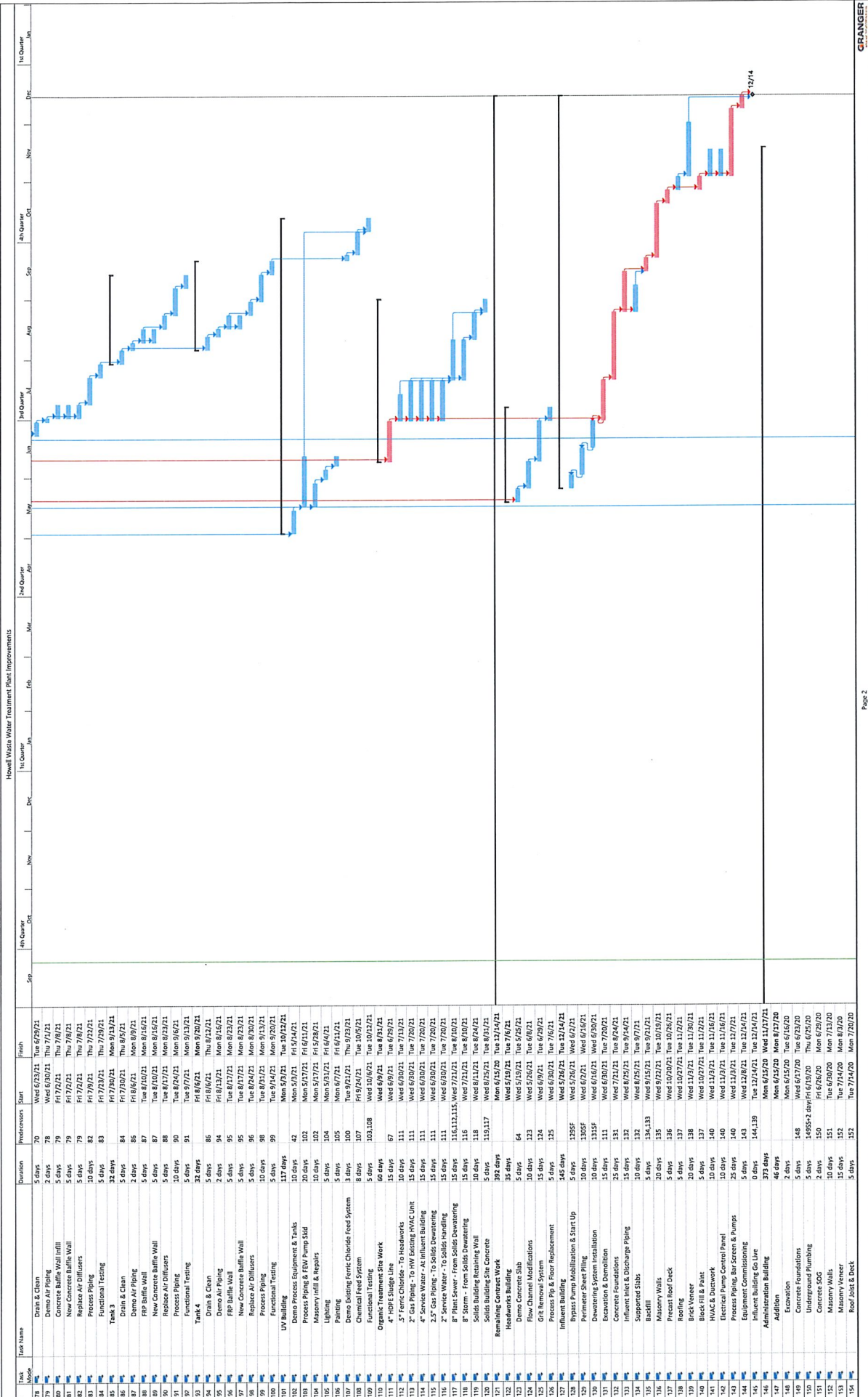
All attached is the proposed schedule from Granger on the WWTP, good news is they are looking to be completely finished by December of 2021. We are still reviewing the schedule to make sure it is workable, as we must maintain operations through the project. It is very aggressive but if it can be done will get us operating sooner than originally anticipated. No work is planned this calendar year. Any questions feel free to call Matt, Mike or Myself..

Ervin J Suida, Public Service Director
City of Howell
150 Marion Street
www.cityofhowell.org
esuida@cityofhowell.org
517-546-7510

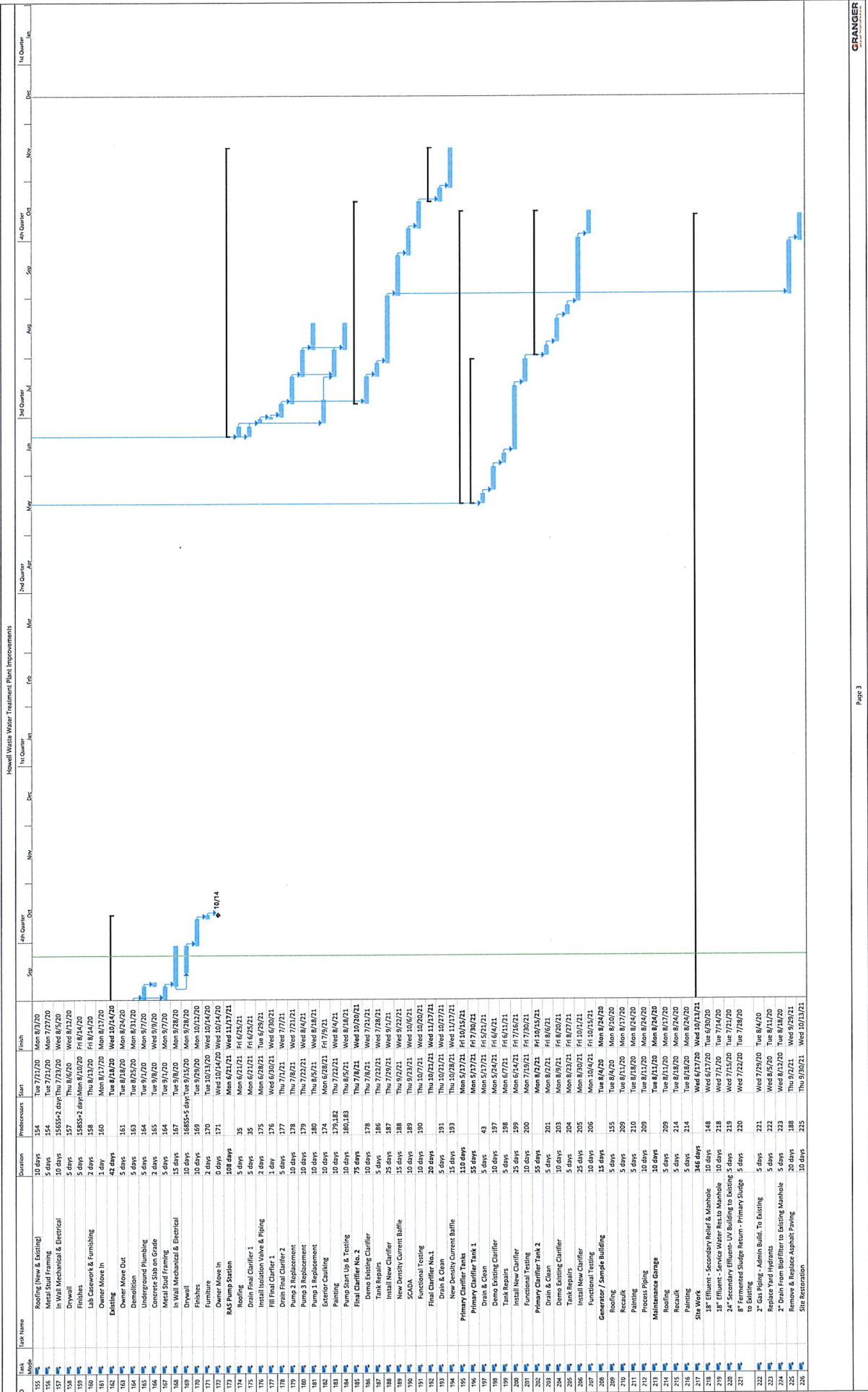
Howell Waste Water Treatment Plant Improvements



Howell Waste Water Treatment Plant Improvements



Howell Waste Water Treatment Plant Improvements



CUMMINGS MCCLUREY



DAVIS & ACHO, P.L.C.

ATTORNEYS AND COUNSELORS AT LAW

17436 College Parkway ■ Livonia, Michigan 48152 ■ Phone: (734) 261-2400 ■ Facsimile: (734) 261-4510

Federal Tax I.D. #: 38-3444579

Tammy Beal, Clerk
Marion Township
2877 W. Coon Lake Road
Howell, MI 48843

Invoice Date: September 23, 2020

Invoice Number: 315779

File No: 0040693 - 110230 - Marion Township - General legal

For professional services rendered:

<u>Date</u>	<u>TKPR</u>	<u>Description</u>	<u>Hours</u>
08/17/2020	JDG	Telephone conference with Twp Supervisor and Ron Acho re: strategy for sewer matter and short term rental matter	0.30
08/17/2020	RGA	Open new file	0.50
08/17/2020	RGA	NO CHARGE - Receipt/review information from Township Supervisor Bob Hanvey	0.70
08/18/2020	RGA	NO CHARGE - Additional review of documents and initial review of Ordinance	1.30
08/19/2020	JDG	Receipt and review letter from Plato law firm on Schmitz matter	0.10
08/19/2020	RGA	NO CHARGE - Communications from Township Supervisor Bob Hanvey and telephone call to opposing counsel and review of file materials	0.70
08/20/2020	JDG	Receipt and review extensive documentation from client including correspondence; zoning ordinance; factual summary, research federal and state and local ordinances as to short term rental at 1697 Triangle Lake Road	3.50
08/20/2020	RGA	NO CHARGE - Telephone conference with attorney for Homeowners	0.40
08/21/2020	JDG	Draft and forward extensive legal opinion to client re: 1697 Triangle Road matter	1.50
08/21/2020	JDG	Draft and forward two memos to Attorney Plato regarding 1697 Triangle Road regarding short term rentals and photos of airbnb listing	0.30
08/21/2020	RGA	NO CHARGE - Review of file materials sent to opposing counsel	0.50

GEN FUND ATTORNEY GEN TWP ATTORNEY 6210-803

Robert Hanvey

CUMMINGS, MCCLOREY, DAVIS & ACHO P.L.C.

Tammy Beal, Clerk
 Marion Township
 2877 W. Coon Lake Road
 Howell, MI 48843

September 23, 2020
 Invoice: 315779
 File No: 0040693-110230

Page 2 of 3

<u>Date</u>	<u>TKPR</u>	<u>Description</u>	<u>Hours</u>	
08/24/2020	JDG	Receipt and review memo from client regarding removal of sidewalks by community associations; discuss briefly with client; research and review MI Motor Vehicle Code and MI Government Tort Liability Act (GTLA) and case law regarding client's potential liability issues	3.60	
08/24/2020	JDG	Telephone conference with supervisor re: STR matter	0.10	
08/24/2020	JDG	Receipt and review two memos from client re: STR issue; review letter from Kehoe; draft and forward response memo	0.20	
08/24/2020	JDG	Revise STR Legal Opinion to distribute as a Board Memo to Planning Commission; draft and forward memo to client with Memo attached	1.50	
08/24/2020	RGA	NO CHARGE - Receipt/review multiple communications with township Supervisor and telephone call to opposing counsel	0.80	
08/25/2020	RGA	NO CHARGE - Telephone conferencersation with attorney for Homeowners	0.40	
08/26/2020	RGA	NO CHARGE - Telephone call to attorney Ed Playto	0.30	
08/27/2020	JDG	Contact Ed Plato re: STR matter	0.10	
08/27/2020	JDG	Telephone conference with client re: Schmitz matter	0.10	
08/27/2020	JDG	Draft and forward extensive legal opinion on removal of sidewalks to Township Board	2.50	
08/27/2020	RGA	NO CHARGE - Follow up with Attorney for Owners	0.40	
08/28/2020	RGA	NO CHARGE - Review of file materials	0.60	
Total professional services:			20.40	2,145.00

Timekeeper Summary

<u>Timekeeper</u>	<u>Title</u>	<u>Hours</u>	<u>Rate</u>	<u>Amount</u>
John D Gwyn	Associate	13.80	150.00	\$2,070.00
Ronald G. Acho	Senior Partner	6.10	0.00	\$0.00
Ronald G. Acho	Senior Partner	0.50	150.00	\$75.00

Summary: Current Invoice Total **\$2,145.00**