

**MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, June 8, 2017
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 May 25, 2017 Regular Meeting Minutes
 - b.) Complaints
 - c.) DPW Report
- 3.) Howell Park and Recreation Authority
- 4.) Howell Fire Department Lease Agreement
- 5.) WWTP Operation/Life Station Communications (bring back)
- 6.) Crystalwood
- 7.) Roads
- 8.) Budget
- 9.) Recycling
- 10.) Nuisance/Noise Ordinance
- 11.) New Sound Equipment
- 12.) Area Agency on Aging MOU
- 13.) Meadows- Executive Session

Correspondence/Updates

Call to the Public

Adjournment

DRAFT

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
MAY 25, 2017

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

MEMBERS ABSENT: Duane Stokes

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

No response.

APPROVAL OF AGENDA

Items #15—Goose Resolution, #16—MTA Dues, #17—Clifford, and #18—Landscape Operations in RR were added to the 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. Tammy Beal seconded. Motion carried 6-0.

HOWELL PARKS AND RECREATION FOUNDATION

Paul Rogers, Executive Director of HAPRA, was present to ask for the board's support for an amendment to the Articles of Incorporation. He highlighted the requested changes, and will be back at the board's first meeting in June to ask for approval.

INTERPRETATION OF AGRI-BUSINESS USE FOR WITKOWSKI

Bob Hanvey said the board needs to decide whether the activity is incidental to the farm operation. Les Andersen said the planner feels an event barn would be questionable. Greg Durbin said the Planning Commission discussion mentioned that beef from the farm would be used for the event barn. Dan Lowe said they should only be allowed two per year with a Special Event permit. Sally Witkowski said that wineries and cider mills are not protected by GAMPS. The board members then discussed Right to Farm and what that covers.

Les Andersen motioned to only allow farm markets, u-pick operation, school visits and classes, equine therapy, and farm tours, not farm-to-table or social events, based on language in the ordinance that "final approval, approval with conditions, or denial will be made by the Board of Trustees". Scott Lloyd seconded. Roll call vote: Lowe—yes; Lloyd—yes; Beal—yes; Hanvey—no; Durbin—no; Andersen—yes. Motion carried 4-2.

WWTP OPERATIONS/LIFE STATION COMMUNICATIONS

No new information on this item.

OZONE STATION

Start-up is scheduled for Thursday or Friday of next week for a test run.

CHESTNUT PRIVATE ROAD CONSTRUCTION OBSERVATION

Tammy Beal motioned to accept the proposal to authorize Spicer to provide soil erosion and sedimentation control inspections for the construction of Chestnut Creek for \$2,500, to be paid from the escrow account, as presented. Les Andersen seconded. Roll call vote: Durbin, Hanvey, Lloyd, Beal, Andersen, Lowe—all yes. **Motion carried 6-0.**

CRYSTALWOOD

Bob Hanvey said that finishing the road construction needs to be consistent with the consent judgment, which states that if cost of the improvements necessary to bring the road into the condition required for its acceptance as a public road is under \$44,000, the developer pays; if the cost exceeds \$44,000, and none of the other parties to this case elect to pay the excess costs, or if excess funds are not available from the drain improvement project, the developer shall not be required to seek dedication of the described portion of Crystal Crossing Drive as a public road, but instead shall mill off the existing asphalt, grade and compact millings, and install three inches of asphalt in one or more lifts with the described portion of Crystal Crossing Drive remaining a private road. Dan Lowe said the roads must be public.

ROADS

Tammy Beal reported that Phil Westmoreland said Rurik completion will be next week, dust control was started on Monday, and Maple Farms approached the township about creating an SAD for the roads. The residents of Carter Court have decided not to create an SAD, but pay for the repairs on their own. Les Andersen said the work on Norton Road so far doesn't look good. They didn't wedge it where it was really needed.

RECYCLING

Bob Hanvey asked the board members if they would support a one-year commitment instead of multi-year. Les Andersen said he would only support it if there is a special assessment. No action at this time.

NUISANCE/NOISE ORDINANCE

The issue on Tracilee has not been resolved. According to the most recent visit from law enforcement, the owner needs to send a letter asking for them to enforce "no trespassing."

HOWELL LANDSCAPING REPORT

Dan Lowe said he drove by the site; no information to report. Les Andersen said he would like the Planning Commission to rework the zoning ordinance language for Landscape Nursery Operation. Les Andersen motioned to have the Planning Commission develop standards for Special Use Permits for landscape operations. Tammy Beal seconded. **Motion carried.**

2017-18 MEETING SCHEDULE

Les Andersen motioned to accept the 2017-18 meeting schedule as presented. Scott Lloyd seconded. **Motion carried.** Tammy Beal will have the schedule published.

ZONING ADMINISTRATOR'S PAY RATE

The zoning administrator submitted an email with information on what other township's pay zoning administrators, and would like the board to consider increasing her hourly rate to \$25 (14% increase) to bring it in line with other communities. Les Andersen said he would like the township to justify any increases that are given. Greg Durbin supports the zoning administrator's request.

Les Andersen motioned to conduct a salary study for all positions. Bob Hanvey seconded. **Motion carried.**

Dan Lowe motioned to increase the zoning administrator's hourly rate to \$25 per hour, effective June 1. Greg Durbin seconded. Roll call vote: Beal—no; Andersen—no; Durbin—yes; Lowe—yes; Hanvey—no; Lloyd—no. **Motion failed 2-4.**

GOOSE RESOLUTION

Greg Durbin motioned to adopt a resolution authorizing the DNR Canada Goose Nest Destruction Program and/or Roundup/Removal Program, as presented, for Triangle Lake. Les Andersen seconded. Roll call vote: Hanvey, Lowe, Durbin, Beal, Lloyd, Andersen—all yes. **Motion carried 6-0.**

MTA DUES

Les Andersen motioned to authorize payment of \$5,513.59 for 2017-18 MTA annual dues. Tammy Beal seconded. Roll call vote: Beal—yes; Andersen—yes; Lowe—no; Hanvey—yes; Lloyd—yes; Durbin—yes. **Motion carried 5-1.**

CLIFFORD

Tammy Beal said this needs to be installed on the playground before Heritage Days and asked for help from the trustees. Les Andersen volunteered. Dan Lowe said the bolt should be welded.

CORRESPONDENCE/UPDATES

The monthly updated from the Livingston County Commissioners is included in the packet.

Marion Oaks has been sold, and the new owner is interested in modifying the consent judgment to allow him to keep the clubhouse.

Greg Durbin said his son, who installed our security cameras, is getting information on a new sound system for the hall.

CALL TO THE PUBLIC

Bruce Powelson, 3466 Pingree Rd., asked if more asphalt is going to be added on Norton Road, and stated he feels the township has missed an opportunity by not allowing the Witkowskis to proceed.

ADJOURNMENT

Les Andersen motioned to adjourn at 9:04 pm. Greg Durbin seconded. **Motion carried.**

Submitted by: S. Longstreet

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

COMPLAINT LOG

49-17	Anonymous	Krystal McLeod 25-202-038	fridge next to road	verified & sending			
5-3-17		1861 Olympia Dr.		ltr			
50-17	potential buyer of snyder property	Howell Gun Club Jewell Road	can Marion Township assure no bullets will enter her property - what are state & federal regulations	got her PH# & sent to J. Peddie, president Howell Gun Club to discuss regs			
5-2-17	3162 Old Lange Rd 09-200-0285						
51-17	A. & C. Beemus 2122 Pinebrook Meadows Ct 03-200-030	M. Breijak 2035 Norton 03200-030	3-4 unlicensed vehicles on property	will check plates on 5/4/2017			
52-17	LCBD - R. Swanson	Mendoza-Castro 5077 Mason 06-200-016	converting ex accessory structure to living quarters	LCBD has sent stop work order 5-5-17 I will visit site on 5-9-17			
5-8-17							
53-17	Neighbor	R Coleman & R Schumont 9385 Pierson Fwllr/vl 48836	large tv and tire next to driveway - been there for three months	site visit to verify	will send NOV		
5-15-17		1053 Peavy					



925 W. Grand River Ave.
Howell, Michigan 48843
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517.546.6018 Fax
www.howellrecreation.org

"Communities coming together to enrich lives by promoting active and healthy lifestyles"

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

May 31, 2017

Mr. Hanvey,

Enclosed is a final draft of the 4th Amended Articles of Incorporation for HAPRA. The final draft was approved by the HAPRA Board at their meeting on May 30, 2017.

The approved amendments are indicated with yellow highlighting with the most important changes being on Pages 5 & 6 which addresses the financing of the Authority.

The HAPRA Board is requesting the approval of Marion Township.

Thank you for your consideration of this request and please let me know if you have any questions or comments.

Respectfully,

A handwritten signature in cursive script, appearing to read "Paul F. Rogers".

Paul F. Rogers
Executive Director
Howell Area Parks & Recreation Authority

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ARTICLE I

NAME AND OFFICE

The name of the Authority shall be and is the “Howell Area Parks and Recreation Authority”, hereinafter referred to as the “Authority”. The principal office of the Authority shall be located at 925 W. Grand River Avenue, Howell, Michigan or at such other location as may be designated by the Board of the Authority.

ARTICLE II

DEFINITIONS

The terms **Authority, Board, Participating Municipalities, Park, Recreational Purposes, Swimming Pool, and Territory of the Authority** as used in these Articles of Incorporation shall be as now or hereafter defined in Section 1 of Michigan Public Act 321 of 2000, as amended (“Act 321”), that being MCL 123.1133, *et seq.* Other terms shall have such meaning as may be specified in the various provisions of these Articles of Incorporation.

ARTICLE III

PARTICIPATING MUNICIPALITIES AND TERRITORY

The participating municipalities of the Authority are the City of Howell, and the portions of the Charter Township of Genoa, Township of Howell, Township of Marion & Township of Oceola which are contained in the Howell Public School District, in the County of Livingston, Michigan, all of which are hereby designated and referred to in these Articles as the “participating municipalities.” The “territory of the Authority” shall be all of the combined territory of the participating municipalities as stated in this paragraph.

ARTICLE IV

PURPOSE

The purpose of the Authority shall be to construct, operate, maintain and/or improve recreational facilities, including, but not limited to, parks, swimming pools, recreation centers, auditoriums and any other facilities authorized by Section 5 of Act 321, to acquire land for recreation purposes authorized by Section 5 of Act 321, and to provide recreational services as authorized by Act 321.

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ARTICLE V

POWERS

The Authority shall be a body corporate with power to sue or be sued in any court in the State of Michigan. Its jurisdiction shall include all of the total territory embraced within the described boundaries of its participating municipalities, as defined in Article III of these Articles, as now constituted or hereafter changed through annexation, detachment, consolidation or change of municipal identity.

The Authority shall possess all of the powers specified in Act 321 and all other laws of the State of Michigan and all the powers necessary to carry out the purposes thereof and those powers incidental thereto. It may acquire property by purchase, lease, grant, gift, devise, land contract or installment purchase contract, either within or outside its corporate limits, and may hold, manage, control, sell (if the assets are owned by the authority), exchange or lease owned property for a system of parks and public recreational facilities including, but not limited to, related buildings, structures, sports fields, apparatus, equipment, pathways, waterways, athletic courts and pools used in connection with the operation of a parks and recreation program. It may acquire, by purchase, lease or otherwise, and succeed to any or all of the rights, obligations and property of the cities or townships, or any parts thereof, toward lands and structures within the territorial limits of the Authority comprising parks and recreational facilities. Upon approval of these Articles of Incorporation, no approval of the electors shall be necessary for the Authority to acquire and/or manage parks and facilities located within or outside the Authority. The Authority may sell or lease owned lands and facilities within or outside the Authority's boundaries. The Authority may exercise all powers in the management and control of Authority property, including the extent of use by persons residing outside the boundaries of the Authority, and in the administration of the Authority, whether such powers are expressly enumerated or not.

ARTICLE VI

TERM

The Authority shall continue in existence perpetually or until dissolved by the majority vote of each of the then participating municipalities. A participating municipality shall not withdraw from the Authority during the period for which the Authority has been authorized to levy a tax by the electors of the Authority.

ARTICLE VII

FISCAL YEAR

The fiscal year of the Authority shall commence on the first day of January in each year and shall end on the last day of December of the same year.

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ARTICLE VIII

GOVERNING BOARD

The Authority shall be directed and governed by an odd number Board of Trustees, known as the "Howell Area Parks and Recreation Authority Board" and hereinafter sometimes referred to as the "Board," which shall be made up of one member selected by the governing body of each participating municipality, each of whom shall be an elected official of said participating municipality. Each member of the Board shall qualify by taking the constitutional oath of office and filing it with the clerk of his or her respective participating municipality.

The Recreation Authority Board and the governing body of each participating municipality may appoint an alternate member who shall attend meetings and vote and otherwise act at such meetings in the absence of the member appointed by such governing body. Alternate members must meet the requirements as set forth in this Article VIII.

The Authority shall not employ members of the Board, or members of their immediate families, in any position other than one which is voluntary and unpaid. Each year in December, the board shall elect officers at an organizational meeting including: Chairman, Vice Chairman, Secretary, and Treasurer. Officers shall serve until the organizational meeting of the following year or until their respective successors shall be selected and qualified. No selection to the Authority and no selection of an officer shall be deemed to be invalid because it was not made with or at the time specified in these Articles. Any Board member may be removed at any time for cause or without cause by action of the governing body that selected such member.

ARTICLE IX

COMPENSATION

Pursuant to the requirements of Act 321, members of the Authority Board shall not be compensated for their service by the Authority. Each member of the Board shall, however, be entitled to reimbursement for all expenditures made by him or her in carrying out official duties as may be approved by the Board and to the extent authorized by the budget for the Authority for each fiscal year.

ARTICLE X

VACANCY

In the event of a vacancy on the Board, the governing body selecting such representative shall fill the vacancy as expediently as possible.

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ARTICLE XI

MEETINGS

Meetings of the Authority shall be held as required and at least quarterly at such time and place as shall be prescribed by resolution of the Board. Each member of the Board shall have one vote. Special meetings of the Board may be called by the Chairperson, or any two (2) members thereof, by written notice to the time, place and purposes thereof, upon each member of the Board, personally, or by leaving it at his or her place of residence at least twenty-four (24) hours prior to the time of such meeting, or by depositing the same in the U.S. Post Office or mail box within the limits of the Authority, at least seventy-two (72) hours prior to the time of such meeting, enclosed in a sealed envelope properly addressed to such member at his or her home address or office address, whichever shall have been designated by the member, with postage fully prepaid. If a member has not designated a mailing address for Board purposes, notice must be mailed to both the member's home and office addresses. Any meeting of the Board shall be held, and any notice therefore shall be given, in accordance with the provisions of Act 267, Public Acts of Michigan, 1976, as amended. (Open Meetings Act.) Any member may waive notice of any special meeting either before or after the holding thereof. At least a majority of the voting members of the Board shall be required for a quorum. The Board shall act by motion or resolution. A vote of the majority of the members of the Board who are present at any meeting, at which a quorum is present, shall be sufficient for passage of any motion or resolution. However, notwithstanding anything herein to the contrary, any vote regarding the annual budget, capital expenditures, projected revenues, projected expenditures, budget and budget amendments, shall only be voted upon by a vote of the majority of the members of the Board, and not the majority which would otherwise constitute a quorum.

The Board shall have the right to adopt rules governing its procedures, which are not in conflict with the terms of any statute of the State of Michigan or of these Articles of Incorporation. The Board shall keep a record of its proceedings, which record shall be signed by the Secretary and open to the public. All votes shall be "Yes," "No" or "Abstain," provided where the vote is unanimous, it shall only be necessary to so state.

ARTICLE XII

DUTIES OF BOARD AND OFFICERS

The Chairperson of the Board shall be the presiding officer thereof, and shall be permitted, with the consent of the Board, to appoint committees of the Board as necessary. Except as herein otherwise provided, the Chairperson and Board Members shall not have any executive or administrative functions other than as a member of the Board. In the absence or disability of the Chairperson, the Vice-Chairperson shall perform the duties of the Chairperson. The Secretary shall be the recording officer of the Board. The Treasurer shall be the custodian of the funds of the Authority and shall give to it a bond conditioned upon the faithful performance of the duties of his or her office. All money shall be deposited in a bank or banks, to be designated by the Board, and all

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checks or other forms of withdrawal there from shall follow the approved financial policies as accepted by the Board of Trustees. All authorized signatories shall give a bond conditioned upon the faithful performance of the prescribed duties. The Authority shall pay the cost of the bonds.

ARTICLE XIII

REVENUE SOURCES, BUDGETING, AND FINANCING THE AUTHORITY

Revenue Sources

The Authority shall have the power to assess and collect fees, rents, tolls, excises, and service charges; to borrow money and issue revenue bonds in accordance with the provisions of Act 94, Public Acts of Michigan, 1933, as amended; to borrow money and issue bonds on the credit of the Authority a sum not to exceed 2 mills of the taxable value of the taxable property within the territory of the Authority for the purpose of acquiring, owning, purchasing, constructing, maintaining or operating a system of parks and recreational facilities or any combination thereof; and to appropriate money annually for Authority purposes and to lay and collect taxes for Authority purposes in a sum not to exceed one (1) mill provided that it is approved in each participating municipality by a vote of the electorate, as provided in Act 321, and to raise revenue by any other levy or bond issuance authorized by Act 321. The term of any bond, note, land contract, installment purchase contract or other borrowed money shall not extend beyond the last day of the fiscal year of a property tax authorized under Article XIII.

Financing the Authority

A. **Financial Contribution From Each Participating Municipality Until Millage Election**

Beginning July 1, 2017 the participating municipalities of the City of Howell, Charter Township of Genoa, Township of Howell, Township of Marion and Township of Oceola, will have a top participation contribution funding level of \$ 100,000. Future participating municipalities will have the option of joining the Authority at the top participation contribution funding level at the time of their entry request or the following option where the first year funding level is \$ 50,000. Starting in the second year of participation the lower contribution rate will rise by \$ 25,000; in the third year of participation the lower contribution rate will rise by \$ 25,000; in the fourth year of participation the lower level contribution will become equal to the top participation contribution level.

The top participation contribution level shall remain the same until the lower contribution rate equals the top participation contribution level then all contributions under this formula will raise by the Consumer Price Index for the preceding year beginning with the following fiscal year.

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Residents of municipalities who participate at the top participation contribution level will be entitled to the lowest resident program fee structure. Residents of future participating municipalities with a first year funding level of \$ 50,000 will be assessed a program fee equaling 50% higher than the resident program fee. Residents of future participating municipalities with a second year funding level of \$ 75,000 will be assessed a program fee equaling 25% higher than the resident program fee. Residents of future participating municipalities with a third year funding level of \$ 100,000 will be assessed a program fee equaling 10% higher than the resident program fee.

Once the participating contribution rates are equalized to the top participation contribution level then all residents of participating municipalities will be charged the same resident program fees. Any resident of a nonparticipating municipality will be generally charged two times the normal program fee. Annual financial contributions shall be invoiced and paid quarterly to the Authority.

It is the intent of the participating municipalities and these Articles that the question of a property tax levy as authorized by Section 11 of Act 321 will be put to the electorate with the earliest date of 2018 or at such subsequent time as the board shall determine. In the event said levy shall be approved, the funding mechanism in subsection B will replace the funding mechanism in this subsection. In the event that the levy is not approved by the voters, or any future renewal of such levy is not approved by the voters, it is the intent of these Articles, without further action being required, that the Authority will dissolve, and said dissolution will be conducted in accordance with Article XV of these Articles, unless two-thirds (2/3rds) of the participating municipalities shall, by resolution of their governing bodies within 90 days of the failure of the millage question, determine that the Authority should continue. In the event that two-thirds of the participating municipalities resolve to continue the Authority, all participating members not so resolving will put the question to their governing bodies and resolve to either continue the Authority or withdraw from the Authority. Any withdrawal shall be conducted in accordance with Article XIV of these Articles. In the event two-thirds, or more, participating members shall elect to continue the Authority following the failure of a millage question, the funding pattern set forth in the first paragraph of this section shall be followed unless and until the remaining participating municipalities amend these Articles to state a new funding mechanism and/or formula.

B. Property Tax Levy

As an alternative to the financial contribution formula in subsection A of this section, the Authority may levy a tax on all taxable property within the territory of the Authority as authorized by Section 11 of Act 321. For so long as the Authority is funded by a levy as authorized by Section 11 of Act 321, the imposition of such a levy shall preclude the Board and/or Authority from requiring any further financial contributions from each participating municipality. Nothing in this paragraph shall be construed as preventing a participating municipality, by action of its governing body, from providing additional contributions to the Authority, for either general or a specific use.

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C. Rollover Funding During Initial Operations

In addition to the above sources, the Authority may, during its first year of operations and additionally until the approval of the Property Tax Levy envisioned by this Article, be funded in part or whole via allocation of funds already designated for recreational activities by the participating municipalities. Any funds allocated directly from any participating municipality under this paragraph shall be credited toward that participating municipality's share under any budgetary computations under paragraph A for the first year or part thereof of operations of the Authority.

Prior to commencement of the Property Tax Levy, the Authority Board shall make arrangements for the management and accounting of the Authority's finances by contract or through internal accounting by one of the participating municipalities.

Budgeting

D. Budget Process During Periods Not Funded by Property Tax Levy

For so long as the Authority is not financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these articles, the mandates of this paragraph shall apply to the Authority's budgeting process. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning January 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure submission of the adopted tentative budget to the participating municipalities no later than November 1 of each year. The proposed budget shall provide for contributions from the member municipalities which are not greater than those which would be arrived at using the formula utilized in subparagraph A of this Article. After the approval of the proposed budget by the governing bodies of a two-thirds majority of the participating municipalities, the Board shall give final approval to the Authority budget for the next fiscal year. The budget may be amended from time to time upon approval by the governing bodies of a two-thirds majority of the participating municipalities.

E. Budget Process During Periods Funded by Property Tax Levy

During any period in which the Authority is financed by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the mandates of this paragraph shall apply to the Authority's budgeting process, and shall supersede the mandates of paragraph (D) of this Article. The Board shall prepare a proposed annual operating and capital budget reflecting the projected revenues and projected expenditures of the Authority for the next fiscal year beginning January 1. The Board shall adopt the proposed budget by a majority vote of the members of the Board in such a manner as to assure that said budget is approved prior to January 1 of the year it is to commence. The Board's approval by majority vote shall be the final approval required for the budget.

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The budget may be amended from time to time upon approval of a majority of the Board. Nothing in this subsection shall be construed to require a participating municipality to fund the Authority with any general fund monies without the approval of said funding by that participating municipality's governing body, which shall retain the discretion to approve or deny general fund monies to the Authority during the time periods to which this subsection applies. During any period in which the Authority shall cease to be funded by a Property Tax Levy as provided in Section 11 of Act 321 and Article XIII (B) of these Articles, the budget procedure followed shall be that found in Paragraph (D) of this Article, followed shall be that found in Paragraph (D) of this Article, which shall supersede this Paragraph during all such times.

F. Accounting and Budgeting Practices

The accounting and budgeting practices of the Authority shall conform to standard accounting practices, the Uniform Budgeting and Accounting Act, Act 2, Public Acts of Michigan, 1968, as amended, and all other applicable provisions of law.

ARTICLE XIV.

PARTICIPATING MUNICIPALITY WITHDRAWAL

A participating municipality shall not withdraw from the Authority during the period that a tax is authorized to be levied by the electors of the Authority.

A participating municipality may withdraw from the Authority, subject to the limitation in the first paragraph of this Article, by resolution of the participating municipality's legislative body approving the withdrawal, a certified copy of the resolution shall be provided to the Board at least six (6) months prior to the beginning of a new fiscal year for the Authority. Such new fiscal year shall serve as the effective date for the withdrawal. Notwithstanding these requirements, any withdrawal occurring pursuant to subsection A of Article XIII shall be deemed to be effective on the last day of the fiscal year, with the only notice requirement being the Authority's receipt of a resolution of withdrawal enacted by the withdrawing member's governing body on or before 90 days prior to the last day of the fiscal year.

A participating municipality that withdraws from the Authority shall remain liable for a proportion of the debts and liabilities of the Authority incurred while the participating municipality was a part of the Authority. The proportion of the Authority's debts for which a participating municipality remains liable as a result of this withdrawal from the Authority shall be determined by dividing the state equalized value of the real property in the participating municipality by the state equalized value of all real property in the Authority on the effective date of the withdrawal.

Any property owned by the Authority, which is in the possession of the withdrawing municipality or in the possession of personnel who will no longer remain with the Authority as a result of the participating municipality's withdrawal from the Authority,

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shall be returned to the Authority before the effective date of the withdrawal. The withdrawing municipality shall not be entitled to the return of any credit for any property or money it transferred to or paid to the Authority prior to the withdrawal.

ARTICLE XV

DISSOLUTION OF AUTHORITY

The Authority may be dissolved by the concurring resolution of the governing body of each participating municipality of the Authority at the time of such dissolution, or by operation of subsection A of Article XIII following failure of a millage and subsequent failure of the governing bodies of at least two-thirds of the participating members to resolve to continue the Authority. Prior to dissolution of the Authority any outstanding indebtedness of the Authority, including any bonds issued under Section 21 and/or Section 23 of Act 321 shall be paid. Any assets of the Authority remaining after the payment of any such outstanding indebtedness shall be distributed to the participating municipalities of the Authority at the time of the dissolution based upon each participating municipality's most recent financial contribution to the Authority. Any land, buildings, and/or facilities that were contributed to the Authority by a participating municipality and is maintained, owned, or operated by the Authority shall revert back to the originating municipality. Any land purchased by the authority or donated shall be sold and the proceeds distributed according to the 1) the formula in Article XIII, paragraph A, if the participating municipalities, at the time of dissolution, are directly funding the Authority's budget or 2) according to the formula arrived at by dividing the state equalized value of the real property in each participating municipality by the state equalized value of all real property in the Authority on the effective date of the dissolution. In all instances, the participating municipality in which said real estate is located shall be given the right of first refusal on the purchase of said real estate. In the event of a dissolution following a period of property tax levy by the Authority, any funds obtained via levy, and/or property purchased by such funds, which are subsequently distributed to the participating municipalities pursuant to this Article shall be assigned by the participating municipalities to public purposes consistent with the purposes approved by the electorate for the original levy.

Notwithstanding the above paragraph, in the event that, at the time of dissolution, the Authority is in possession of lands acquired with, or developed with, in whole or in part, grant funds from the Michigan Natural Resources Trust Fund (hereinafter the "MNRTF"), or the Land and Water Conservation Fund (hereinafter the "LWCF"), the following procedure shall control the disposition of said lands. All lands purchased or developed with MNRTF or LWCF funds, in whole or in part, must be maintained as public outdoor recreation land in perpetuity, unless said lands are replaced with land of equivalent fair market value and recreational usefulness, unless said lands, instead of being purchased, are leased for the purpose of developing public outdoor recreation facilities for a period of at least twenty (20) years when assistance is from MNRTF funds or at least twenty-five (25) years when assistance is from LWCF funds. Accordingly, to comply with MNRTF and LWCF mandates in the event of dissolution, the participating

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municipality in which the lands acquired or developed with MNRTF or LWCF funds are located shall assume title and control of said lands, and shall be required to maintain said lands as public outdoor recreation land in perpetuity, or until the expiration of any lease of the lands from any party to the Authority or its successors whose original period was twenty (20) years or longer, whichever is greater, unless said lands are replaced with land of equivalent fair market value and recreational usefulness. All long-term obligations for the maintenance or public recreation land established by any other recreation grant program that may be offered by the Michigan Department of Natural Resources in the future shall similarly be followed should the Authority receive grant assistance from said future grant program. Said lands shall be transferred to the participating municipality in which the lands are located, and said transfer shall not be credited, set-off, or computed against any other allocation under this Article's dissolution procedure, nor shall any credit, computation, or set-off be made in recognition of any maintenance costs associated with said lands.

ARTICLE XVI

EMPLOYEES

The Board may employ such personnel and employees as it may consider desirable and may retain from time to time the services of attorneys, accountants, and other consultants, as the Board considers necessary to carry out the purpose of the Authority.

The Board shall appoint an Executive Director of Parks and Recreation of the Authority who shall be the chief administrative employee of the Authority, and who shall, as determined by the Board, have sufficient qualifications and experience necessary to serve as the chief administrative officer of the Authority. The Executive Director shall administer the activities conducted and services provided by the Authority on a daily basis as may be more fully determined by the Board. The Executive Director will serve at the pleasure of the Board.

ARTICLE XVII

AUDIT

The Board shall procure an annual audit, consistent with the requirements of Section 27 of Act 321, to be made of the books, records and financial transactions of the Authority by a certified public accountant. Three copies of the audit report prepared by the certified public accountant shall be furnished to each participating municipality. The books and records of the Authority shall be open for inspection by any participating municipality at all reasonable times.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Fourth Amended – Proposed 05/30/2017

ARTICLE XVIII

STATE, FEDERAL AND PRIVATE GRANTS

The Authority shall have the power to apply for and accept grants, loans or contributions from the United States of America or any agency or instrumentality thereof, the State of Michigan or other public or private agencies; and to do any and all requirements necessary or desirable to secure such financial or other aid or cooperation in carrying out any of the purposes of Act 321. In the event that any grant, loan or contribution shall require a long term obligation as to the use, maintenance, or operation of a specific piece of property, the approval of the governing body of the participating municipality in which such property is located shall be required prior to the acceptance of the grant, loan, or contribution by the Authority.

ARTICLE XIX

INVESTMENT

The Treasurer of the Authority when authorized by a resolution of the Board may invest general funds of the Authority. The board must approve the treasurer's investment policy. Such investment by the Treasurer shall be made in compliance with the laws of the State of Michigan.

ARTICLE XX

EXEMPTION FROM TAXATION

The property of the Authority shall be exempt from all taxation and assessments and no writ of attachment or writ of execution shall be levied upon the property of the Authority.

ARTICLE XXI

PUBLICATION

These Articles of Incorporation shall be published not less than once in a newspaper generally circulated within the participating municipalities, before they are adopted. The adoption of these Articles of Incorporation by a participating municipality shall be evidenced by an endorsement on these Articles by the clerk of such participating municipality. Upon adoption of these Articles of Incorporation by each of these participating municipalities, a printed copy thereof shall be filed with the Secretary of State.

ARTICLE XXII

EFFECTIVE DATE

The Authority shall become effective upon the filing of certified copies of these Articles with the Secretary of State, as provided in the preceding Article.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Fourth Amended – Proposed 05/30/2017

ARTICLE XXIII

AMENDMENTS

These Articles of Incorporation may be amended at any time so as to permit any county, city, village, township or school district to become a participating municipality of the Authority, if such amendment to the Articles of Incorporation are adopted by the legislative body of such county, city, village, township or school district proposing to become a member, and if such amendment is adopted by the legislative body of each participating municipality of which the Authority is composed. Other amendments may be made to these Articles of Incorporation at any time if adopted by the legislative body of each participating municipality of which the Authority is composed. This requirement shall apply to all amendments to the articles, including those which would otherwise be exempted by paragraph (4) of Section 5 of Act 321. Any such amendment shall be published, endorsed, and certified and printed copies thereof filed in the same manner as the original Articles of Incorporation.

ARTICLE XXIV

REVERSION OF LEASES OF EXISTING PARK LAND

In the event that any land leased to the Authority shall, during the Authority's stewardship and lease of said lands, be improved or developed, in whole or in part, with the assistance of Michigan Natural Resources Trust Fund ("MNRTF") and/or Land and Water Conservation Fund ("LWCF") monies, the Authority shall, throughout the Authority's stewardship and lease of the lands, be responsible for maintaining said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements. In the event of the dissolution of the Authority, or any other termination of the Authority's lease for any reason, the participating municipality which holds title to the lands shall maintain said lands in accordance with all grant requirements attendant to funding under the MNRTF and/or LWCF requirements, in perpetuity for those obligations occurring pursuant to LWCF requirements, and for the entire period of the grant or original lease of the property, whichever is longer, for those obligations occurring under the MNRTF. The requirements of this paragraph shall not be utilized in any way in determining any calculations, credits, or set-offs in regards to any dissolution arrangements under Article XV of these Articles.

ARTICLE XXV

MISCELLANEOUS

These Articles of Incorporation may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

The captions in these Articles of Incorporation are for convenience only and shall not be considered as part of these Articles of Incorporation or in any way limiting or amplifying the terms and provisions hereof.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Fourth Amended – Proposed 05/30/2017

These Articles have been adopted by the governing bodies of the: City of Howell, the Charter Township of Genoa, the Township of Howell, the Township of Marion and the Township of Oceola, as set forth in the following endorsements, and in witness whereof the Mayor and City Clerk of the City of Howell, Supervisor and Township Clerk of the Charter Township of Genoa, Supervisor and Township Clerk of the Township of Howell, Supervisor and Township Clerk of the Township of Marion and Supervisor and Township Clerk of the Township of Oceola, have endorsed thereon the statement of such adoption.

Mayor, City of Howell

Clerk, City of Howell

The foregoing Articles of Incorporation were adopted by the City Council of the City of Howell, Livingston County, Michigan, at a meeting duly held on the ____ day of _____.

Supervisor, Township of Howell

Clerk, Township of Howell

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Howell, Livingston County, Michigan, at a meeting duly held on the _____ day of _____.

ARTICLES OF INCORPORATION
HOWELL AREA PARKS AND RECREATION AUTHORITY
Fourth Amended – Proposed 05/30/2017

Supervisor, Township of Genoa

Clerk, Township of Genoa

The foregoing Articles of Incorporation were adopted by the Township Board of the Charter Township of Genoa, Livingston County, Michigan, at a meeting duly held on the ____ day of _____.

Supervisor, Township of Marion

Clerk, Township of Marion

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Marion, Livingston County, Michigan, at a meeting duly held on the ____ day of _____.

Supervisor, Township of Oceola

Clerk, Township of Oceola

The foregoing Articles of Incorporation were adopted by the Township Board of the Township of Oceola, Livingston County, Michigan, at a meeting duly held on the ____ day of _____.

**AGREEMENT TO LEASE MARION TOWNSHIP
FIRE STATION**

This lease is effective **JULY 1, 2017**, by the TOWNSHIP OF MARION, with offices at 2877 W. Coon Lake Rd., in Howell, Michigan 48843 (“Landlord”), and the HOWELL AREA FIRE AUTHORITY, with offices at 1211 W. Grand River, Howell, Michigan, 48843, (“Tenant”), upon the following terms and conditions.

1. Description of Premises. Landlord leases to Tenant and Tenant hires from Landlord that area, which is containing the Marion Township Fire Station (building”), located at 2877 W. Coon Lake Rd. for purposes of this lease (“premises”), located in the Township of Marion, in Livingston County, Michigan.
2. Common Areas. Landlord shall also make available areas and facilities of common benefit to the tenants and occupants of the building, including parking areas, driveways, sidewalks and ramps, service areas, hallways, lighting facilities, and landscaped areas (“common areas”). All common areas shall be under the exclusive control and management of Landlord.
3. Term. This lease shall be for the term of **5** year(s) commencing on **July 1, 2017** (“commencement date”) and ending on **July 1, 2022**.
4. Rental. Tenant shall pay to landlord as annual rent the sum of One Dollar (\$1.00), payable as a single lump sum payment. All rent shall be paid to Landlord at the address set forth above or at any other address that the Landlord designates in writing, without any prior demand by landlord and without any deduction or offset.
5. Landlord’s Operating Expenses. As used in this paragraph, Landlord’s operating expenses include, without limitations, the following costs and expenses incurred by Landlord with respect to the land and improvements including the common areas, on which the premises are situated:

- a.) All property taxes and assessments, real, personal, general and special;
- b.) Any capital investments or improvements which are made in accordance with generally accepted accounting principles, which include replacement of utility operating systems or major components, such as compressors, complete systems, motors, pumps, etc.

6. Tenant's Operating Expenses. As used in this paragraph, Tenant's operating expenses include, without limitation, the following costs and expenses incurred by the Tenant with respect to the premises, not including the common areas, on which the premises are situated:

- a.) Water, sewer, electricity, gas, and other sources of power for heating, lighting, ventilating, or air conditioning; snow removal and exterior grounds care to leased premises; installation and maintenance of exterior signs identifying the building and its tenant; any cost associated with maintenance and keeping in good condition and repair (but not replacement) exterior windows, heating and air conditioning equipment, and the electrical and plumbing systems;
- b.) Janitorial services to maintain the premises in a neat and clean condition;
- c.) Repair or replacements occasioned by the negligence or willful act of Tenant or its agent, employees, invitees, or licensees.

7. Use. Tenant shall use and occupy the premises as a Fire Department Sub-Station and for no other purpose without the prior written consent of Landlord. Tenant shall not intentionally and knowingly use the premises for any purpose or in any manner in violation of any law, ordinance, rule, or regulation adopted or imposed by any federal, state, county or municipal body or other governmental agency. Tenant shall not deface or injure the premises or the building, permit anything to be done on the premises tending to

create a nuisance or to disturb other tenants in the building, or permit any activity in the premises that will result in an increase of any insurance premium on the premises or the building.

8. Taxes. Landlord shall pay all taxes and special assessments levied against the land and improvements on and in which the premises are situated. Tenant shall pay all personal property taxes assessed against any personal property owned by Tenant on the premises.
9. Assignment and Subletting. Tenant agrees not to sell, assign, mortgage, pledge, or in any manner transfer this lease or sublet the premises or any portion of the premises without Landlord's prior written consent.
10. Insurance. Landlord shall insure the building, including the premises and the common areas, against loss or damage under a policy of fire or extended coverage insurance in amounts that Landlord deems appropriate.

Tenant shall indemnify Landlord and keep Landlord harmless from any liability or claim for damages that may be asserted against Landlord because of any accident or casualty occurring on or about the premises. Tenant shall, at its own cost and expense, obtain and keep in force a policy or policies of public liability insurance with an insurance company approved by Landlord, with liability coverage of not less than \$5,000,000.00 for injury or death to any one person, \$1,000,000.00 for injury or death to more than one person, and \$300,000.00 for damage to property. In addition, the Tenant shall name the Landlord as an additional insured with respect to liability for these premises on Tenant's insurance policy.

Any personal property kept on the premises by Tenant shall be kept there at Tenant's sole risk.

11. Acceptance of Premises. The use by Tenant of the building as a Fire Sub-Station shall

constitute an acknowledgment by Tenant that the premises are then in acceptable condition.

12. Damage or Destruction. If, during the term of this lease, the premises are partially or totally destroyed by fire or other casualty covered by insurance so as to become partially or totally untenable, the premises shall be repaired as speedily as possible at Landlord's expense unless this lease is terminated as provided below. In the event of such damage or destruction, and this lease is not terminated, there shall be no abatement or reduction in the rent payments due under this lease.

If, during the term of this lease, the premises or the building is partially or totally destroyed by fire or other casualty, and the cost of restoring the premises or the building to its prior condition equals or exceeds 50 percent of its fair replacement value immediately before the damage, or if the premises are damaged by any casualty not insured against by Landlord, Landlord shall have the right to terminate this lease by giving Tenant written notice of its election to do so within 15 days after the date on which the damage occurs. Upon the giving of the notice, the lease shall terminate as of the date on which the damage occurred, and the rent shall be adjusted to that date. If the notice by Landlord is not given, this lease shall continue and Landlord shall cause the premises or the building to be repaired or restored with due diligence.

13. Alterations. No improvements, alterations, additions, or physical changes shall be made on the premises by Tenant without the prior written consent of Landlord. Tenant shall not attach or exhibit any sign, display, lettering, or advertising matter of any kind on the exterior walls or corridors of the building or on any window or door of the premises without Landlord's prior written consent. All alterations and improvements, but not moveable equipment and trade fixtures, put in at the expense of Tenant shall be the property of Landlord and shall remain on and be surrendered with the premises at the termination of the lease. However, Landlord may require that Tenant remove the alterations and improvements and repair any damages to the premises caused by the

removal.

14. Signs. Landlord shall provide appropriate signs on the exterior of the building and in the common areas. Tenant shall, at its own expense, be responsible for any of its signs on the exterior of the premises. Landlord reserves the right to require uniform signs for all tenants, and no sign or other advertising or lettering shall be placed on the exterior walls or corridors of the building or on any windows or doors of the premises without Landlord's prior consent.

15. Remedies and Default. If Tenant does any of the following:

- a.) defaults in paying any sums to Landlord when due, including rent and additional rent, and does not cure the default within 10 days;
- b.) defaults in performing any other covenant or condition of the lease and does not cure the other default within 30 days after written notice from Landlord specifying the default; or
- c.) is adjudicated a bankrupt or makes any assignment for the benefit of creditors;

then Landlord may,

- a.) accelerate the full balance of the rent payable for the remainder of the term and sue for the sums due;
- b.) terminate this lease; or
- c.) without terminating this lease, reenter the premises and dispossess Tenant or any other occupant of the premises, remove Tenant's effects, and relet the premises for the account of Tenant for rent and upon terms that are satisfactory to Landlord,

crediting the proceeds, after deducting the costs and expense of reentry, alterations, additions, and reletting, to the unpaid rent and the other amounts due under the lease during the remainder of the term, and Tenant shall remain liable to Landlord for the balance owed.

If a suit is brought to recover possession of the premises, to recover any rent or any other amount due under the provisions of this lease, or because of the breach of any other covenant to be performed by Tenant, and a breach is established, then Tenant shall pay to Landlord all expenses incurred in the action, including reasonable attorney fees, which shall be deemed to have been incurred on the commencement of the action and shall be enforceable whether or not the action is prosecuted to judgment.

16. Access to Premises . Landlord shall have the right to enter the premises at all reasonable hours, provided that the entry does not interfere with the operation and conduct of Tenant's business. Landlord shall have the right to use all or any part of the premises to install, maintain, use, repair, and replace pipes, ducts, conduits, plants, wires, floor coverings, and all other mechanical equipment serving the premises in locations within the premises that will not materially interfere with Tenant's use of the premises.
17. Rules and Regulations. Landlord reserves the right to adopt from time to time rules and regulations for operation of the building that are customary for buildings of this character and are not inconsistent with the provisions of this lease. Tenant and its agents, employees, invitees, and licensees shall comply with all rules and regulations.
18. Waiver. Landlord's failure to insist on a strict performance of any of the terms, covenants, or conditions of this lease shall not be deemed a waiver of any subsequent breach or default in the terms, covenants, and conditions in this lease. This lease may not be changed, modified, or discharged orally.
19. Notices. All notices required under this lease shall be in writing and shall be deemed to be

given if either delivered personally or mailed by certified or registered mail to Landlord or to Tenant at their respective addresses set forth in this lease or to any other address that either party furnishes in writing during the term of this lease.

20. Quiet Enjoyment . Landlord covenants and agrees with Tenant and its successors and assigns that, upon Tenant's paying the rent and observing and performing all the terms, covenants, and conditions on Tenant's part to be performed and observed, Tenant may peaceably and quietly hold, occupy, possess, and enjoy the premises for the full term of this lease.
21. Changes by Landlord. Landlord reserves the absolute right at any time and from time to time to make changes or revisions in the building, parking lot, driveways, signs, landscaping, and rearrangements of the improvements, provided that the changes do not materially alter the use of the premises.
22. Holding Over. If Tenant remains in possession of the premises after the expiration or termination of the lease and without signing a new lease, it shall be deemed to be occupying the premises as a tenant from month to month at twice the minimum rent (as adjusted in this lease), subject to all the conditions, provisions, and obligations of this lease insofar as is can be applicable to a month- to- month tenancy, cancelable by either party upon seven days written notice to the other.
23. Recording. Tenant shall not record this lease without the written consent of Landlord; however, upon the request of either party, the other party shall join in signing a memorandum or so-called "short form" of this lease for the purpose of recordation. The memorandum or short form of this lease shall describe the parties, the premises, and the term of this lease, and shall incorporate this lease by reference.
24. Captions and Headings. The captions and headings used in this lease are intended only for convenience and are not to be used in construing this lease.

25. Applicable Law. This lease shall be construed under the laws of the state of Michigan. If any provision of this lease or portions of this lease or their application to any person or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this lease shall not be affected and each provision of this lease shall be valid and enforceable to the fullest extent permitted by law.
26. Successors. This lease and its covenants and conditions shall inure to the benefit of and be binding on Landlord and its successors and assigns and shall be binding on Tenant and permitted assigns of Tenant.
27. No Partnership. Any intentions to create a joint venture or partnership between the parties is expressly disclaimed.
28. Recovery by Tenant. Tenant agrees to look solely to the interest of Landlord in the land and improvements on which the premises are situated to satisfy any judgment against Landlord as a result of any breach by Landlord of its obligations under this lease. No other property of Landlord or any partners shall be subject to levy or execution as a result of any claim by Tenant against Landlord arising out of the relationship created by this lease.
29. Estoppel Agreement. At the request of Landlord, Tenant shall, within 10 days, deliver to Landlord, or anyone designated by Landlord, a certificate stating the commencement date and the term and certifying, as of that date, the date to which rent, additional rent, and other charges under this lease are paid, that this lease is unmodified and in full force, and that Landlord is not in default under any provision of this lease or, if the lease is modified or if Landlord is in default, stating the modification or nature of the default and the amount of any claims.
30. Effective Date. Landlord and Tenant have signed this lease and it shall be effective on the

date listed at the beginning of this agreement.

MARION TOWNSHIP, LANDLORD:

HOWELL AREA FIRE AUTHORITY,
TENANT:

By: _____

ROBERT HANVEY

Its: Supervisor

By: _____

WILLIAM J. BAMBER

Its: Chairperson

By: _____

TAMMY BEAL

Its: Clerk

By: _____

MARK FOSDICK

Its: Secretary

Projected Budget Report

Local Unit Name: Marion Township
 Local Unit Code: 47-1120
 Current Fiscal Year End Date: 6/30/2017
 Fund Name: General Fund

7/1/2017 - 7/1/2017 -
 6/30/2018
 Budget Budget

REVENUES	7/1/2016 - 6/30/2017 Budget	Percentage Change	7/1/2017 - 6/30/2018 Budget	Assumptions
Property Taxes	\$ 428,000	1 %	\$ 432,280	Includes Township taxes & Act 425 payments and admin fees
Other Taxes	\$ -	%	\$ -	
State Revenue Sharing	\$ 775,000	%	\$ 775,000	
Income Tax	\$ -	%	\$ -	
Fines & Fees	\$ 180,350	%	\$ 180,350	
Licenses & Permits	\$ 43,890	%	\$ 43,890	
Interest Income	\$ -	%	\$ -	
Grant Revenues	\$ -	%	\$ -	
Other Revenues	\$ 1,601	%	\$ 1,601	
Interfund Transfers (In)	\$ -	%	\$ -	
Total Revenues	\$ 1,428,841		\$ 1,433,121	

EXPENDITURES

General Government	\$ 976,818	2 %	\$ 996,354	
Police and Fire	\$ -	%	\$ -	
Other Public Safety	\$ 810,000	%	\$ 810,000	County Drains + Township DPW
Roads	\$ 24,450	%	\$ 24,450	
Other Public Works	\$ -	%	\$ -	
Health and Welfare	\$ 9,000	%	\$ 9,000	LC Econ Dev Contract
Community & Economic Development	\$ 122,100	%	\$ 122,100	
Recreation & Culture	\$ -	%	\$ -	
Capital Outlay	\$ -	%	\$ -	
Debt Service	\$ -	%	\$ -	
Other Expenditures	\$ 25,000	%	\$ 25,000	Property Acquisition
Interfund Transfers (Out)	\$ 1,967,368	%	\$ 1,986,904	
Total Expenditures	\$ 1,967,368		\$ 1,986,904	
Net Revenues (Expenditures)	\$ (538,527)		\$ (553,783)	

Beginning Fund Balance July 1 \$ 2,352,707
 Ending Fund Balance June 30 \$ 1,814,180

Ending Fund Balance July 1 \$ 1,814,180
 Ending Fund Balance June 30 \$ 1,260,397

Commentary: The Township plans to draw down the fund balance over several years to an amount equal to approximately one year of non-road expense by investing in road maintenance considering input from a Township-wide public hearing on roads

TO: BOARD OF TRUSTEES
FROM: ANNETTE MCNAMARA
ZONING ADMINISTRATOR
DATE: MAY 31, 2017
RE: PAY INCREASE

Attached is a spreadsheet outlining pay increases and stipends from 2012 to 2016.

The pay increase in 2012 for the deputy clerk and administrative assistant cannot be determined in numbers or percentages as it is not clear what the DPW employee was paid per hour either before the 3% increase in pay or after.

This is the same in 2016 when the deputy clerk, administrative assistant and DPW pay was increased to \$19.10 per hour. There is no indication what they were paid previously.

When I questioned why these raises were given, I was told it was to bring the pay in line with other staff wages.

I have submitted a Freedom of Information request to find out what the the deputy clerk and administrative assistant were paid prior to the increase and after the increase in 2012 and what the DPW employee was being paid prior to and after the 3% pay increase. This should also show the increase in pay for the deputy clerk, administrative assistant and DPW employee in 2016. Hopefully I will have this information by your meeting on June 8, 2017.

After the Board of Trustees reviewed my request for an increase in pay, based on pay rates I had gathered from other communities, a motion was made at the May 25, 2017 meeting to do a pay study. There was concern as to how they could explain the pay raise to our residents.

My question is, was this required when the raises were given in 2012 & 2016? Or was the decision made on rate of pay for Marion Township staff employees only. If a pay study is done for all the staff employees and it is found that the rate of pay for these employees is too high, will their pay be decreased? I should hope not.

To be fair, the assessor did provide a pay study in 2015 to receive an increase in pay of 20%.

Zoning administrators responsibilities vary. Some are code enforcement only, some are liaisons to the Planning Commission and Zoning Board of Appeals along with code enforcement. There are zoning administrators who review submittals for compliance with the zoning ordinance, including site plans, special use permits, land use permits. Some zoning administrators develop new zoning ordinance language for adoption. My job responsibilities encompass all of the above and more.

Please keep in mind I respect my fellow employees, they deserve a living wage along with raises. When I find that other zoning administrators, with no experience, are being hired in at a rate of pay much higher than mine, then I have to respect myself and ask for a raise.

TOWNSHIP	PAY PER HOUR	BENEFITS	POPULATION	RESPONSIBILITY
MARION	\$21.50	YES	10,000	
HOWELL	\$25.00 STARTING	YES	6,700	
GENOA	22.61	YES	19,300	CODE ENFORCEMENT
HAMBURG	\$35.50	YES	21,000	
BRIDGEWATER	\$25.00 STARTING	NO	1,674	
HURON	\$25.00	YES	50,000	CODE ENFORCEMENT
PITTSFIELD	\$21.50 STARTING	YES	34,663	



**Memorandum of Understanding
Between
Area Agency on Aging 1-B and Marion Township Hall**

Parties

This Memorandum of Understanding is made and entered into by and between the Area Agency on Aging 1-B (hence referred to as AAA 1-B), whose address is 29100 Northwestern Highway, Suite 400, Southfield, Michigan 48034, and Marion Township Hall (hence referred to as Counseling Location), whose address is 2877 W Coon Lake Rd. Howell, MI 48843.

Purpose of the Agreement

The purpose of this agreement is to establish the terms and conditions under which MMAP health benefits education and assistance is to occur at the counseling location.

The AAA 1-B provides MMAP services throughout the communities of Livingston County, Macomb County, Monroe County, Oakland County, St. Clair County, and Washtenaw County. MMAP is a statewide program that provides health benefits counseling free of charge to Medicare beneficiaries and their families, and conducts community outreach and education about Medicare health benefits and MMAP services.

Term

This MOU is effective upon the day and date last signed and executed by the duly authorized representatives of the parties to this and shall remain in full force and effect until **March 31, 2020**. This MOU may be terminated, without cause, by either party upon thirty (30) days written notice.

Responsibilities of Counseling Location:

1. Provide oversight of MMAP Team Member to ensure compliance with counseling location's policies and procedures regarding the use of facilities. AAA 1-B will be notified of any breeches or violations of facility policy and procedures.
2. Notify AAA 1-B of counseling location office closures or other issues that would prevent access to MMAP services on days where MMAP Team Member is scheduled.
3. Provide MMAP Team Members with access to a desk, telephone for incoming and outgoing calls and a computer with secure internet access and a printer.
4. Provide suitable space to assure privacy when MMAP Team Members are meeting with beneficiaries on site.
5. Publicize MMAP services and availability of MMAP Counselors in agency newsletters and public presentations.



Responsibilities of AAA 1-B

1. Provide for the coordination, maintenance, and supervision of regional MMAP Counseling Locations and MMAP Team Members according to the MMAP policies and procedures.
2. Publicize MMAP services and availability of MMAP counselors, as requested by Counseling Location.
3. Arrange for continuous education training and certification for MMAP Team Members.
4. Provide supervision, support, and technical assistance for MMAP Team Members.
5. Periodically update all member agencies about the regional and state MMAP plans for the fiscal year and progress to date. Provide Counseling Location with counts of beneficiaries served.
6. Submit reports and forms to MMAP, Inc. as required.

Modifications to this agreement will be in writing and be made by mutual agreement. By signing this agreement both parties acknowledge they will actively abide by its terms

AAA 1-B Authorized Representative

Date

Signature of Authorized Representative

Date



Thursday, June 01, 2017

Annette McNamara, Zoning Administrator
 Marion Township Hall
 2877 W Coon Lake Rd
 Marion Township, MI 48443

RE: The Meadows West
 Review of Amended Site and Construction Plans

Ms. McNamara:

Our office has received an amended set of plans for The Meadows West condominium, dated October 13, 2016, with a May 5, 2017 revision of Sheet SP1. Also enclosed was a previously submitted set of plans dated April 13, 2005, a letter from Design Inc dated May 8, 2017, and a review letter from OHM dated December 5, 2005. We have reviewed all documents and note the following changes between previous and current plans. For this review, we have not considered the October 2016 version of Sheet SP1.

General Plan	
Previous Plan	Revised Plan
63 Units	52 units shown
12 four-unit buildings	No four-unit buildings
5 three-unit buildings	8 three-unit buildings
No two-unit buildings	12 two-unit buildings
--	Units 55, 56, 57, 53, 52, 51, and 59 have been moved closer to the road
--	Units 58, 49, 48, 47, 46, 45, 63, 64, 65, 66, and 62 have been moved farther from the road
3 proposed light poles shown	2 proposed light poles shown
Architectural drawings provided	No Architectural drawings provided for comparison
Paving/Roads	
Mailbox turnout on located south side of Myrtle Ct near entrance east of Camellia Circle	Mailbox turnout has been moved west of Camellia Circle
Sidewalk shown inside Camellia Circle / Myrtle Ct loop, as well as south side of Myrtle Ct west of Camellia Circle	No sidewalks shown on the plan
6" curb proposed throughout with curb drops as needed	Mountable curb proposed for the majority of the development, with 6" curb being used in designated areas.
All asphalt driveways	Note shows driveways may be asphalt or concrete
No road profiles shown	Road profiles are shown
Storm Sewer and Grading	
--	Finished floor elevations have been changed slightly, mostly related to the different unit configurations.
--	The lengths of the retaining walls by the retention basin have been shortened.

Overflow pipe from retention basin to Peavy Rd shown on the plans	No overflow shown on plans
Catch basin north of cul-de-sac flows south	Catch basin moved east and flows north
Yard basins at SE corner go between buildings 47 and 48	Yard basins at SE corner go between buildings 46 and 47
Storm sewer run through Camellia Circle / Myrtle Ct loop terminates with two catch basins in curb at north end of Camellia Circle	Storm sewer run is re-aligned through Camellia Circle / Myrtle Ct loop and terminates with three catch basins at north end of Camellia Circle / Myrtle Ct intersection
Storm sewer is smooth wall corrugated plastic pipe	Storm sewer is reinforced concrete pipe
--	Detail for concrete encased sewer pipe under road at 18+00. There is no sewer crossing at 18+00.
No soil erosion control measures shown	Soil erosion control detail sheet provided
Boulder retaining wall shown behind building 50	No boulder retaining wall shown at this location (now behind building 51)
Boulder retaining wall shown next to building 54	Boulder retaining wall slightly shortened (now next to building 52)
Required retention volume = 92,855 cu ft	Required retention volume = 104,453 cu ft
Design retention volume = 102,070 cu ft	Design retention volume = 133,259 cu ft
Tributary area = 12.79 acres	Tributary Area = 14.39 acres
Sanitary Sewer	
Sanitary sewer at east end of site crosses Yarrow at Myrtle Ct before turning south along east side of Yarrow	Sanitary sewer at east end of site runs along west side of Yarrow before crossing and connecting to existing sanitary sewer on east side of Yarrow
--	Sanitary sewer manhole removed between MH 13 and 14
Sanitary sewer details are shown	Sanitary sewer details replaced with MHOG standards
Water Main	
--	Hydrant locations have changed, particularly hydrants A, B, and F
Landscaping	
--	Landscaping plan has changed but quantities and species of plants have stayed the same

We hope our review has provided insight into the changes that have been made. If you have any questions or require further information, please contact our office.

Sincerely,



Kevin J Wilks, E.I.T.
Design Engineer
SPICER GROUP, INC.
125 Helle Blvd., Suite 2
Dundee, MI 48131



Philip A. Westmoreland, P.E.
Senior Project Manager
SPICER GROUP, INC.
125 Helle Blvd., Suite 2
Dundee, MI 4813



Wellhead Protection Team
Participation Agreement

I agree to actively participate as part of the team in developing and implementing the Wellhead Protection Program for the

MHOG & The City of Howell

Water Supply. I agree to attend the minimum required quarterly meetings during the contract period October 1, 2017 to September 30, 2018.

Signature: Robert W Hanvey Date: 6-1-2017
PLEASE, ORIGINAL SIGNATURES ONLY. NO PHOTOCOPIES ACCEPTED.

Name: ROBERT W HANVEY
Title: SUPERVISOR
Representing: MARION TOWNSHIP
Address: 2877 WEST COON LAKE ROAD
HOWELL MI 48843

Phone #: 517 546 1588

Bob Hanvey

From: Dewyre, Robin <Robin.Dewyre@amecfw.com>
Sent: Tuesday, May 30, 2017 11:04 AM
To: Erv Suida; greg@genoa.org; 'rhicks@howellfire.net'; Matt Bolang (mbolang@co.livingston.mi.us); Mcdonald, Orlando (PBC); Benjamin.Gebott@pepsico.com; tschmitt@cityofhowell.org; supervisor@mariontownship.com; eatonc@howellschools.com
Cc: Jim Webster; Alex Chimpouras
Subject: MHOG & Howell WHP - Participation Agreement
Attachments: City of Howell and MHOG WHP Participation Agreement.docx
Importance: High

Hello Wellhead Protection Team! The City of Howell and MHOG are once again going to be submitting grant applications in an effort to gain funding to assist with Wellhead Protection efforts. Each of you are an important member of the WHP Team and part of the grant application requirements is that a signed original copy of your participation agreement be included in each grant application.

If you could please fill out and sign two copies of the attached participation agreement and return to one of the following gentlemen before June 7, 2017. Or, please call Jim Webster at office (517) 546-5309 / cell (517) 204-4916 and he will pick the agreement up from you.

Jim Webster
City of Howell
150 Marion St.
Howell, MI 48843

Alex Chimpouras
MHOG Water Plant
4288 Norton Road
Howell, MI 48843

It is important that we have two original signed copies of the agreement in hand by June 7, 2017.

Thank you, Rob

Robin S. DeWyre, CPG
Senior Associate Geologist
AMEC Foster Wheeler
Environment & Infrastructure
46850 Magellan Drive, Suite 190
Novi, Michigan 48377, USA
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