

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
Thursday, May 23, 2019
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 9, 2019 Regular Meeting Minutes
 - b. Special Meeting May 6, 2019 Minutes
 - c. April 2019 Financial Report
 - d. May 15, 2019 MHOG Agenda/Minutes
 - e. May 15, 2019 HAFA Agenda/Minutes
 - f. April 2019 Livingston County Sheriff's Report
 - g. May 7, 2019 Special Election Report (Unofficial Results)
- 3) Howell City Sewer Plant Improvements
- 4) Sewer Budget Review
- 5) 124 Champlain Sewer Usage Credit
- 6) Crystalwood Estates Roads Special Assessment
- 7) HomeTown Village Phase III
- 8) Roads/Engine Breaking Signs
- 9) MHOG Storage Building Application Fee Wavier

Correspondence and Updates
Livingston County Update

Call to the Public
Adjournment

Next Board Packet will be ready after 3pm on Thursday, June 6, 2019

MARION TOWNSHIP
BOARD OF TRUSTEES
REGULAR MEETING
MAY 9, 2019

DRAFT

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

MEMBERS ABSENT: Dan Lowe

OTHERS PRESENT: Phil Westmoreland, Spicer

CALL TO ORDER

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

PLEDGE OF ALLEGIANCE

BOARD MEMBERS PRESENT

The board members introduced themselves.

CALL TO THE PUBLIC

No response.

APPROVAL OF AGENDA

Les Andersen motioned to approve the agenda. Duane Stokes seconded. **Motion carried.**

CONSENT AGENDA

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

HOWELL CITY SEWER PLANT IMPROVEMENTS

Bob Hanvey updated the board members on the meeting held on May 7; another meeting is scheduled for Monday, May 13, 4 pm at the City of Howell office. Mr. Charles visited the township office today, and he will have suggestions in writing prior to the meeting.

Phil Westmoreland updated the board members on the sewer plant visits; he will have the finalized report for the next meeting.

CRYSTALWOOD ESTATES ROADS SPECIAL ASSESSMENT

Bob Hanvey asked the board members to review a proposed letter to be sent to all the residents of Crystalwood, Crystalwood II, Crystalwood Estates, and Dan Lowe. The board asked the supervisor to send the letter on Monday, with an informal discussion during a special meeting scheduled for Thursday, June 6 at 7:30 pm.

HOMETOWN VILLAGE PHASE III

The summary from the realtor was passed out; Bob Hanvey has the full summary for those who would like to read it. Scott Lloyd motioned to counter Allen Edwin's offer with \$550,000. Les Andersen seconded. Discussion: Bob Hanvey reminded the board members that the buyer will have to work with the current HOA, and they will have to go through site plan review. **Motion carried.**

METRO ACT

Les Andersen motioned to adopt a resolution to accept the request from AT&T for a five-year extension and authorize the supervisor to sign the agreement. Scott Lloyd seconded. Discussion: The funds received need to be spent on roads. Roll call vote: Lloyd, Beal, Hanvey, Durbin, Andersen, Stokes—all yes. **Resolution passed 6-0.**

BUDGET REVIEW

Les Andersen motioned to accept the proposed budget amendments, with total revenue of \$1,550,291 and total expense of \$1,600,430, as presented. Tammy Beal seconded. Roll call vote: Stokes, Durbin, Hanvey, Lloyd, Beal, Andersen—all yes. **Motion carried 6-0.** Bob Hanvey said he will have the sewer budget at the next meeting.

Scott Lloyd asked how many houses are in the township? Bob Hanvey said approximately 3,600 structures. Mr. Lloyd would like to discuss township-wide trash collection. After discussion, Les Andersen motioned to have the supervisor and clerk meet with Alchin's to discuss. Tammy Beal seconded. **Motion carried.**

CORRESPONDENCE & UPDATES

Bob Hanvey said that Shea Charles, Howell City Manager, visited the township office today.

Phil Westmoreland said the LCRC said the Peavy Road bridge is not on the list for repairs or closing. Les Andersen said he would like to authorize a third and possible fourth dust control treatment for Cedar Lake Road. This item will be on the next meeting's agenda.

CALL TO THE PUBLIC

Bruce Powelson, 3466 Pingree, said to list the HVM property for \$599,999.

Phil Westmoreland said he discussed "engine braking" signs with the LCRC, and the cost would be \$80 each. This item will be added to the next meeting's agenda.

Further discussion about the Peavy Road bridge and whether the repairs could be escalated. Mr. Westmoreland will discuss further with Jodie Tedesco.

Forrest Wyckoff, 3145 Cedar Lake Road, said the township shouldn't sell the HVM property; that would eliminate 90 new houses, and reduce the number of cars on the roads.

ADJOURNMENT

Les Andersen motioned to adjourn at 8:38 pm. Greg Durbin seconded. **Motion carried.**

Submitted by: S. Longstreet

Tammy L. Beal, Township Clerk Date

Robert W. Hanvey, Township Supervisor Date

FISCAL YEAR 2018-19

MARION TOWNSHIP
FINANCIAL REPORT

Apr-19

GENERAL FUND CHECKING

Previous Balance	\$	744,242.15
Receipts	\$	11,378.87
Interest		

	\$	755,621.02
--	----	------------

Expenditures	\$	113,868.51
--------------	----	------------

Balance	\$	641,752.51
---------	----	------------

CEMETERY FUND

Previous Balance	\$	6,621.62
Receipts	\$	-
Interest		

	\$	6,621.62
--	----	----------

Expenditures	\$	875.00
--------------	----	--------

Balance	\$	5,746.62
---------	----	----------

PARKS & RECREATION FUND

Previous Balance	\$	13,587.99
Receipts	\$	-
Interest		

	\$	13,587.99
--	----	-----------

Expenditures	\$	26.55
--------------	----	-------

Balance	\$	13,561.44
---------	----	-----------

WATER - NEW USER

Previous Balance	\$	394,355.13
Receipts	\$	11,601.00
Interest		

	\$	405,956.13
--	----	------------

Expenditures	\$	7,000.00
--------------	----	----------

Balance	\$	398,956.13
---------	----	------------

SEWER OPERATING & MANAGEMT

Previous Balance	\$	110,706.54
Receipts	\$	4,030.38
Interest		

	\$	114,736.92
Expenditures	\$	21,533.38

Balance	\$	93,203.54

SEWER - NEW USER

Previous Balance	\$	2,698,270.85
Receipts	\$	-
Interest		

	\$	2,698,270.85
Expenditures	\$	2,500,000.00

Balance	\$	198,270.85

SPEC ASSESS. FUND

Previous Balance	\$	199,207.10
Receipts	\$	-
Interest		

	\$	199,207.10
Expenditures	\$	2,560.00

Balance	\$	196,647.10

SUMMARY TOTALS

General Fund	\$	641,752.51
Cemetery Fund	\$	5,746.62
Parks & Rec Capital Chkg Acct	\$	13,561.44
Water - New User	\$	398,956.13
Sewer Operating & Management	\$	93,203.54
Sewer - New User	\$	198,270.85
Special Assess. Fund	\$	196,647.10

TOTAL	\$	1,548,138.19



Account: 05 Sewer New User Current Time: 04/29/19 11:02:44 AM

Current Balance: 198,270.85

Available Balance: 198,270.85

Date ▾	Ref/Check No	Description	Debit	Credit	Balance
04/25/2019		Wire Transfer Debit CIBC [REDACTED] CIBC US MARION TOWNSHIP LIVINGSTON COUNTY, MICHIGAN	(2,500,000.00)		198,270.85
Totals:		Transactions: 1	Debits: (2,500,000.00)	Credits: 0.00	

CDARS

Certificate of Deposit, Account Registry Service

NEW ACCOUNT ORDER FORM

DATE TO BE PLACED: 4/25/19
ACCOUNT CONTACT: Duane M. Stokes

ACCOUNT OFFICER: Toni Koss
COST CENTER: 252

CLIENT INFORMATION

ACCOUNT TITLE	Marion Township - Sewer Fund				
CUSTOMER CLASS	Public Entity				
STREET ADDRESS	2877 W. Coon Lake Road				
CITY	Howell	STATE	MI	ZIP	48843
TELEPHONE	(517) 546-1588				
TAX ID TYPE	TIN	TAX ID NUMBER		[REDACTED]	
U.S. CITIZEN	<input checked="" type="checkbox"/> Yes	<input type="checkbox"/> No	If No, country of citizenship		

ORDER INFORMATION

AMOUNT	\$2,500,000.00				
TERM ²	52 Weeks	ANNUAL INTEREST RATE	2.25%		
INTEREST PAID AT	Month End ³				
INTEREST PAID VIA	Credit to Principal	ACCOUNT #	(if applicable)		
RETIREMENT TYPE	SELECT ONE				
SOURCE OF FUNDS	Internal Transfer	ACCOUNT #	[REDACTED] (if applicable)		
NOTES...					

CUSTOMER EXCLUSIONS

DATE	ROLLING NUMBER	CD NUMBER

4/22/2019
Date

[Signature] 85112
Relationship Manager Officer #

4-22-2019
Date

Additional Information

- Funds may be submitted for placement only after entering into a Deposit Placement Agreement with the PrivateBank.
- Early withdrawal penalties will be imposed by the institution that issued the CD and are as follows: 4 Weeks, 28 Days of simple interest; 13 Weeks, 90 Days of simple interest; 26 Weeks, 90 Days of simple interest; 52 Weeks, 180 Days of simple interest; 2 years, 360 days of simple interest; 3 years, 540 days of simple interest; 5 years, 900 days of simple interest. An early withdrawal penalty may invade principal. No penalty will be charged for early withdrawal of a CD upon the death of the sole owner.
- At Maturity interest option is available only on CDs 52 Weeks and shorter.

CDs are issued and mature on Thursday's each week. If there is a holiday, activities move to Friday.

CIBC Bank USA
120 South LaSalle
Chicago, IL 60602

MARION TOWNSHIP -- SEWER FUND
2877 W COON LAKE RD
HOWELL, MI 48843

Date 04/25/19
Account [REDACTED]
Page 1 of 1

Subject: New Account Notice

Legal Account Title: MARION TOWNSHIP -- SEWER FUND

Thank you for purchasing certificate(s) of deposit through CIBC Bank USA. These deposit(s) have been placed by us, as your agent and custodian, through CDARS® with one or more FDIC-insured depository institutions. Per your request, the funds will be resubmitted for deposit at maturity. There is no grace period after maturity, so please advise us prior to 4:00 PM (local time) two business days before maturity if you wish to amend these instructions. If any of the following information is incorrect, or if you have any questions, please contact us at (800) 662-7748.

Account ID	[REDACTED]	Principal Amount	2,500,000.00
Effective Date	04/25/19	Interest Rate	2.25%
Maturity Date	04/23/20	Annual Percentage Yield	2.28%
Interest Payment Frequency	MONTH END		
Interest Disbursement Type	Credit to Principal		
Maturity Disbursement Type	Reinvest		
Product Name	52-WEEK PUBLIC FUND CD		

Your certificate(s) of deposit were issued by the following FDIC-insured depository institution(s):

Bank of China	New York, NY	238,500.00
BB&T	Winston Salem, NC	238,500.00
BTH Bank NA	Quitman, TX	238,500.00
First Western Bank	Booneville, AR	115,000.00
Independence Bank	Havre, MT	238,500.00
Parke Bank	Sewell, NJ	238,500.00
Signature Bank	New York, NY	238,500.00
The Union Bank Company	Columbus Grove, OH	238,500.00
TIAA, FSB	Jacksonville, FL	238,500.00
Town And Country Bank	Springfield, IL	238,500.00
United Bank	Fairfax, VA	238,500.00
		<u>2,500,000.00</u>

Below is the depository institution(s) where you do not wish your funds placed, as you indicated at the time you submitted your funds to us for placement through CDARS.

CHEMICAL BANK	Midland, MI
FIRST NATIONAL BANK OF AMERICA	East Lansing, MI
FIRST NATIONAL BANK OF MICHIGAN	Kalamazoo, MI
FLAGSTAR BANK, FSB	Troy, MI
KEYBANK NATIONAL ASSOCIATION	Cleveland, OH
OLD NATIONAL BANK	Evansville, IN
PNC BANK, NATIONAL ASSOCIATION	Wilmington, DE
TCF NATIONAL BANK	Sioux Falls, SD
THE STATE BANK	Fenton, MI

Thank you for your business.

MHOG Water Authority Meeting

May 15, 2019

5:00 PM at Oceola Township Hall

AGENDA

- 1. Approval of the Minutes of April 17, 2019**
- 2. Call to Public**
- 3. Reports**
 - **Staff Reports: Greg Tatara**
 - **Treasurer (Robin Hunt)**
 - **Engineer (Gary Markstrom)**
 - **CPA (Ken Palka)**
- 4. New Business**
 - **Correspondence**
- 5. Old Business**
- 6. Adjournment**

MHOG Water Authority Meeting MINUTES

The Marion, Howell, Oceola, Genoa Water Authority met on April 17, 2019 at 5:00 PM at the Oceola Township Hall. Members present were Bamber, Coddington, Rogers, Hanvey, Schuhmacher, Hunt, Lowe and Counts.

The meeting was called to order by Chairman Hanvey.

A motion was made by Rogers to approve the minutes of the March 20, 2019 meeting. The motion was seconded by Schuhmacher and carried.

A call to the public was held.

A motion was made by Schuhmacher to approve expenditures of \$144,880.42 from the M.H.O.G. Operating Fund represented by checks numbered 8001 thru 8029 and for direct deposit debits 458 thru 465. The motion was seconded by Counts and carried.

A motion was made by Rogers to approve an expenditure of \$17,500.00 from the M.H.O.G. Capital Reserve Improvement Fund represented by check number 1124. The motion was seconded by Coddington and carried.

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

William J. Bamber, Secretary

HOWELL AREA FIRE AUTHORITY MEETING
Oceola Township Hall
1577 N. Latson Rd. – Howell, MI
May 15, 2019 – 6:00 PM

Authority Board
Members and Other

Officials:

Bill Bamber
Oceola Township
Chairman

Mike Coddington
Howell Township
Vice Chairman

Mark Fosdick
Cohoctah Township
Secretary

Robert Hanvey
Marion Township
Member

Nick Proctor
City of Howell
Treasurer

Andy Pless
Fire Chief

Laura Walker
Asst. Sec/Treasurer

1. Meeting called to order at 6:00 pm.
2. Pledge of Allegiance (all stand)
3. Approve minutes of the regular meeting of April 17, 2019
4. Call to Public (items not on agenda)
5. Chief's Comments:
 - a. Open House scheduled for Sunday, May 19, 2019 1:00pm-4:00pm at the main station.
6. Approve payment of bills and payroll in the amount of \$136,699.83
7. New Business
8. Old Business
 - a. Status on update of fire prevention code
9. Adjourn

WELCOME!

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

HOWELL AREA FIRE AUTHORITY

April 17, 2019 – 6:00 pm

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

Present: Chairman Bill Bamber, Vice Chairman Mike Coddington, Secretary Mark Fosdick, Treasurer Nick Proctor, Member Bob Hanvey, Fire Chief Andy Pless, Asst. Sec/Treas. Laura Walker, Attorney Kevin Gentry

Chairman Bill Bamber called the meeting to order at 6:00 pm

Approve the minutes of the regular meeting of March 20, 2019: MOTION by Mr. Proctor, SUPPORT by Mr. Coddington to approve the minutes of the regular meeting of March 20, 2019. MOTION CARRIED UNANIMOUSLY.

Call to Public: No Response

Discussion/Approval: Adopt the 2019-2020 Howell Area Fire Authority Budget: MOTION by Mr. Proctor, SUPPORT by Mr. Fosdick to adopt the 2019-2020 Howell Area Fire Authority Budget. MOTION CARRIED UNANIMOUSLY.

Approve Payment of Bills and Payroll: MOTION by Mr. Proctor, SUPPORT by Mr. Fosdick to authorize payment of bills and payroll in the amount of \$134,225.86. MOTION CARRIED UNANIMOUSLY.

Adjourn: MOTION by Mr. Proctor, SUPPORT by Mr. Fosdick to adjourn the meeting at 6:17pm. MOTION CARRIED UNANIMOUSLY.

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

Approved By: _____
Mark Fosdick, Secretary

MONTHLY UPDATE TO THE BOARD

TO: HOWELL AREA FIRE AUTHORITY BOARD OF DIRECTORS
FROM: ANDREW PLESS, FIRE CHIEF
SUBJECT: MONTHLY HAFD REPORT FOR APRIL, 2019
DATE: MAY 10, 2019

During the month of April, the HAFD responded to a total of 117 calls for service. There were 123 calls in April of 2018. The total year-to-date runs for 2019 was 453. Last year's total at the end of April was 464.

Some of the more significant events for the month included:

On April 6th Howell Firefighters responded to a deck and BBQ on fire in the 200 block of N. Thompkins St. in the City of Howell. On arrival firefighters found the BBQ grill and propane tank on fire extending to the railing on the deck of the home. The fire was quickly extinguished and damage to the deck was limited. No damage to the home.

On April 25th Firefighters on the County Haz-Mat team responded to Green Oak Township for a large commercial fire at a refuse transfer station. Team members assisted with containing the run-off of fuel and chemicals into the river. The team was able to prevent any hazards from getting into the river behind the building. The building was a total loss.

On April 27th Howell Firefighters along with LCEMS and LCSD responded to a report of a bus rolled over into the ditch on East Bound I-96 at M-59. There were reports of at least 42 children and chaperones on the bus with several injuries reported. On arrival of Fire department personnel triage was set up and the most severely injured were transported to U of M Hospital and Providence Hospital in Novi. The remaining children and chaperones were transported by Fire and EMS vehicles to the Main Fire Station to be re-triaged and reunified with their parents. Within about 50 minutes of the accident most of the children were reunited with family members. St Joe Livingston sent an ER physician to the Fire Station on the request of FD. Several additional children and Chaperones were transported from the station to be evaluated for minor injuries. Cause of the accident is under investigation by LCSD and MSP motor carrier division.

On April 29th Howell Firefighters responded AMA to Hartland fire on a barn fire in the 3600 block of E. Allen Rd in Deerfield Township. On arrival firefighters found the barn fully engulfed in flames with several cases of small propane tanks exploding inside the structure. Firefighters brought the fire under control within about 20 minutes and the barn was a complete loss. Cause of the fire was determined to be from a heat lamp inside the barn that had been knocked over by an animal.

Training for the month of April consisted rope rescue techniques and high and low angle rescue training.

The next meeting of the Howell Area Fire Authority Board is scheduled for Wednesday May 15th, 2019 at 6:00 pm.

HOWELL AREA FIRE DEPARTMENT FIRE MARSHAL DIVISION

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

DATE: May 9, 2019
TO: Chief Pless
Fire Authority Board
FROM: Jamil Czubenko, Battalion Chief/Fire Marshal
REF: April 2019 Month End

The month of April 2019 was busy in the Fire Marshal Division.

The FMD also participated in emergency responses and department training throughout the month. The FMD has also participated with Howell Schools during their required fire, tornado and lock down drills. An Engine crew is on site during these drills to witness and participate as needed.

The Sunday Farmer's Market has begun and the Engine with crew will start to be out in the community passing out fire safety materials and talking with their visitors.

The Fire Department had a booth at the Home Show again this year. The Home Show was April 5-7, 2019 at the Howell High School Field House. Planning has also continued for the 2019 Michigan Challenge Balloonfest, scheduled for June 28-30.

Several Food Truck/Trailer events are being planned throughout our jurisdiction, where the FMD will be performing fire safety inspections. This is our third year for Mobile Food Vendors (MFV) to apply to the HAFD and then be inspected for compliance. The Howell DDA and the Tanger Outlets are kicking this season off first with events in May.

The FMD has been involved with buyers and sellers of property for vacant property and existing buildings throughout our jurisdiction. A few proposals for projects have been submitted for review and comment.

To date 270 kids and 750 adults have made public education contact with the HAFD, totaling approximately 56 personnel hours.

The HAFD visited 6 homes and installed a total of 19 smoke detectors, 3 CO detectors and replaced batteries in 2 detectors. To date, 75 working smoke detectors plus the 41 smokes and 9 CO detectors we've installed.

28 new inspections and 8 re-inspections were completed. 41 plan reviews, consultations and fire safety tests were also completed.

May 2019 brings us more planning for future projects and various fire prevention events.

STATION RESPONSES
April 2019

STA. 20 - Main Station			STA. 22 - Oceola Twp.	
Oceola Twp.	1		Oceola Twp.	23
Cohoctah Twp.	2		Cohoctah Twp.	0
Howell Twp.	14		Howell Twp.	1
Marion Twp.	12		Marion Twp.	0
City of Howell	42		City of Howell	2
Mutual Aid	1		Mutual Aid	2
TOTAL:	72		TOTAL:	28
STA. 23 - Marion Twp.			STA. 24 - Cohoctah Twp.	
Oceola Twp.	0		Oceola Twp.	0
Cohoctah Twp.	0		Cohoctah Twp.	3
Howell Twp.	0		Howell Twp.	3
Marion Twp.	14		Marion Twp.	0
City of Howell	1		City of Howell	0
Mutual Aid	6		Mutual Aid	2
TOTAL:	21		TOTAL:	8

MARION TWP
Information technology

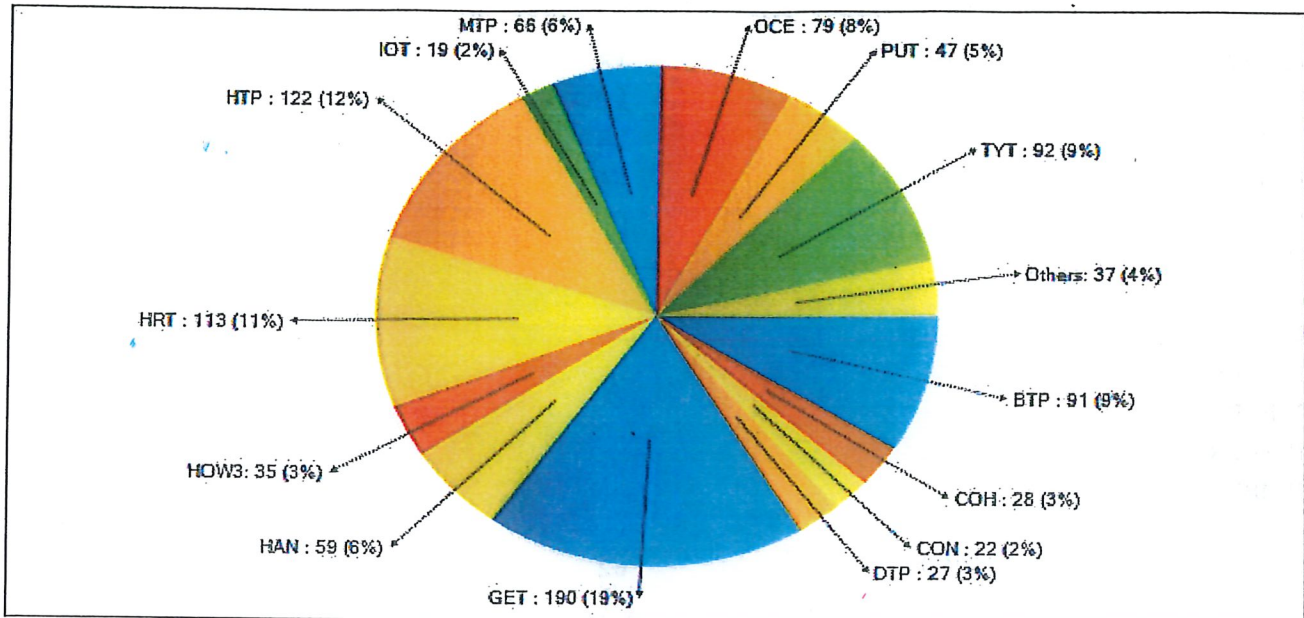
Incident List by Alarm Date/Time

Alarm Date Between {04/01/2019} And {04/30/2019}
and Township = "MTP"

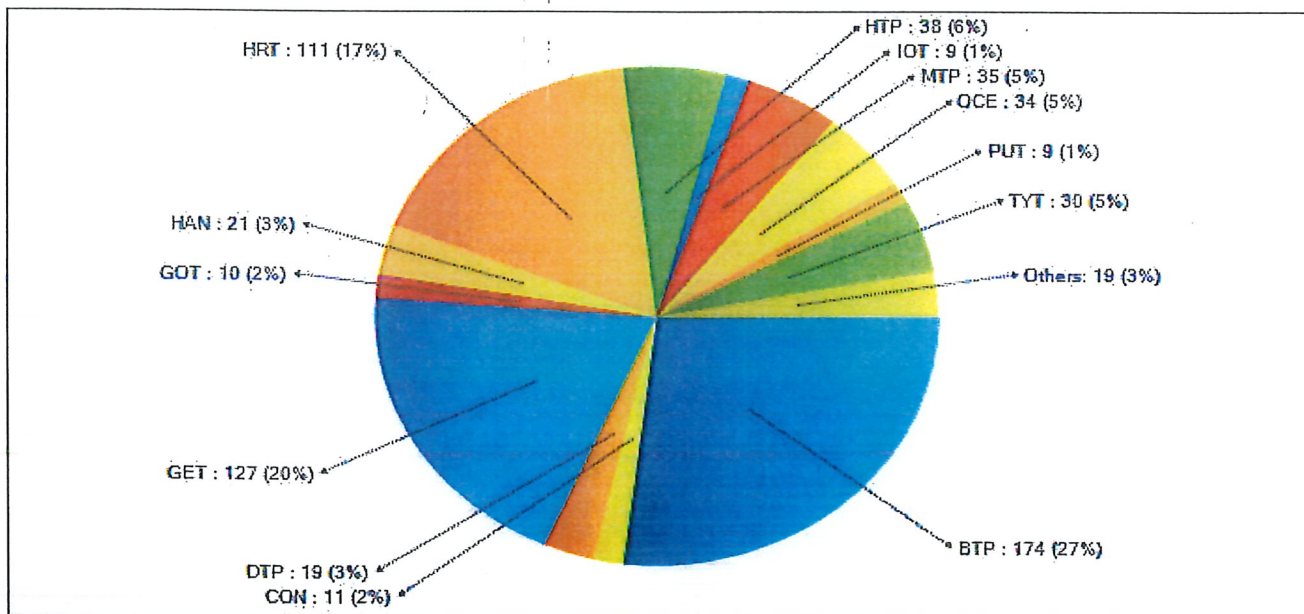
Incident-Exp#	Alm Date	Alm Time	Location	Incident Type
19-0000341-000	04/02/2019	09:48:01	244 CRYSTAL WOOD CIR	622 No Incident found on arrival
19-0000343-000	04/02/2019	12:56:19	3498 CEDAR POINT RD	311 Medical assist, assist EMS c
19-0000349-000	04/04/2019	20:13:02	977 SEXTON RD	311 Medical assist, assist EMS c
19-0000355-000	04/06/2019	15:39:54	1526 SEXTON RD	600 Good intent call, Other
19-0000356-000	04/06/2019	16:00:39	SEXTON RD & COUNTY FARM R	142 Brush or brush-and-grass mix
19-0000361-000	04/06/2019	21:24:11	5355 JEWELL RD	631 Authorized controlled burnin
19-0000366-000	04/08/2019	08:54:19	4845 CEDAR LAKE RD	311 Medical assist, assist EMS c
19-0000372-000	04/09/2019	05:43:24	205 FRANCIS RD	611 Dispatched & cancelled en ro
19-0000377-000	04/09/2019	17:23:39	3324 JEWELL RD	311 Medical assist, assist EMS c
19-0000387-000	04/11/2019	02:43:14	226 S BURKHART RD	311 Medical assist, assist EMS c
19-0000396-000	04/13/2019	19:53:47	982 SPIREA	611 Dispatched & cancelled en ro
19-0000397-000	04/13/2019	23:50:34	4931 WINDING WAY DR	311 Medical assist, assist EMS c
19-0000398-000	04/15/2019	15:18:21	2387 SEXTON RD	311 Medical assist, assist EMS c
19-0000401-000	04/15/2019	21:55:49	1300 WEATHERSTONE LN /18	500 Service Call, other
19-0000408-000	04/17/2019	10:23:18	132 NEWBERRY LN	311 Medical assist, assist EMS c
19-0000414-000	04/18/2019	19:46:51	132 NEWBERRY LN	311 Medical assist, assist EMS c
19-0000419-000	04/20/2019	08:45:02	70 BURKHART RD	611 Dispatched & cancelled en ro
19-0000420-000	04/20/2019	23:51:57	4845 CEDAR LAKE RD	311 Medical assist, assist EMS c
19-0000422-000	04/21/2019	17:35:52	COUNTY FARM RD & W COON L	324 Motor Vehicle Accident with
19-0000428-000	04/23/2019	18:00:11	2521 W COON LAKE RD	424 Carbon monoxide incident
19-0000430-000	04/24/2019	07:29:19	400 WRIGHT RD	311 Medical assist, assist EMS c
19-0000436-000	04/26/2019	18:52:47	132 NEWBERRY LN	311 Medical assist, assist EMS c
19-0000447-000	04/29/2019	22:04:29	4211 PINCKNEY RD	311 Medical assist, assist EMS c
19-0000450-000	04/30/2019	12:22:45	1214 HUDSON DR	311 Medical assist, assist EMS c

Total Incident Count 24

LIVINGSTON COUNTY SHERIFF'S OFFICE
 APRIL 2019 CALLS FOR SERVICE



MICHIGAN STATE POLICE
 APRIL 2019 CALLS FOR SERVICE



MARION TOWNSHIP

<u>MONTH</u>	<u>CALLS FOR SERVICE</u>	<u>TICKETS WRITTEN</u>	<u>ARRESTS</u>
JANUARY	78	18	2
FEBRUARY	75	12	5
MARCH	66	18	1
APRIL	65	14	3
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	284	62	11

**LIVINGSTON COUNTY SHERIFF'S OFFICE
MARION TOWNSHIP APRIL 2019**

Nature	# Events
ANIMAL COMPLAINT	6
ASSIST OTHER AGENCY	1
ATV COMPLAINT	1
BURGLARY IN PROGRESS	2
CARDIAC/RESPIRATORY ARREST	1
CITIZEN ASSIST	4
CIVIL COMPLAINT	1
CRIMINAL SEXUAL CONDUCT REPORT	1
DISTURBANCE/TROUBLE	1
DOMESTIC PHYSICAL IN PROGRESS	2
FOLLOW UP	1
FRAUD	1
HAZARD	6
HEMORHAGE/LACERATION	1
INTIMIDATION THREATS HARASSMEN	3
LARCENY	3
MENTAL/CMH/PSYCH	1
MOTORIST ASSIST	2
NOISE COMPLAINTS	2
PARKING COMPLAINTS	1
PDA	6
PERSONAL INJURY ACCIDENT	1
PPO VIOLATION	3
SHOTS FIRED	1
SUBPOENA SERVICE	1
SUSPICIOUS PERSON	1
SUSPICIOUS SITUATION	1
TRESSPASSING, LOITERING	1
UNKNOWN ACCIDENT	1
WAR ATT/SEARCH	1
WELFARE CHECK	7
TOTAL:	65

TOWNSHIP	NUMBER OF CALLS		RESPONSE TIME		NUMBER OF CALLS		RESPONSE TIME	
	3:00PM - 11:00PM	11:00PM - 3:00PM	3:00PM - 11:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM	11:00PM - 3:00PM	
BRIGHTON	25		22:14		66		27:59	
COHOCTAH	9		22:00		28		26:25	
CONWAY	11		20:08		22		24:15	
DEERFIELD	10		30:56		27		33:30	
GENOA	79		22:47		190		23:47	
HANDY	36		33:11		59		28:28	
HARTLAND	40		18:08		113		20:17	
HOWELL	54		14:07		122		16:40	
IOSCO	7		35:51		19		31:03	
MARION	35		24:24		66		22:06	
OCEOLA	37		22:11		79		25:48	
PUTNAM	28		19:01		47		23:24	
TYRONE	66		20:42		92		22:54	

Marion Township

Run Time 9:11 PM
Run Date 05/07/2019

Livingston County, Michigan

Special Election, Tuesday, May 7, 2019

5/7/2019
Page 1 of 2

Unofficial results

Registered Voters
1829 of 8579 = 21.32 %

Precincts Reporting
2 of 2 = 100.00 %

Marion Township, Precinct 1 & 2

Howell Public Schools Bonding Proposal

Choice	Party	Absentee Voting		Election Day Voting		Total	
Yes		228	43.10%	346	81.99%	574	60.36%
No		301	56.90%	76	18.01%	377	39.64%
	Cast Votes:	529	100.00%	422	100.00%	951	100.00%
	Undervotes:	0	0.00%	0	0.00%	0	0.00%
	Overvotes:	0	0.00%	0	0.00%	0	0.00%

Marion Township

Run Time: 9:11 PM
 Run Date: 05/07/2019

Livingston County, Michigan

Special Election, Tuesday, May 7, 2019

5/7/2019
 Page 2 of 2

Unofficial results

Registered Voters
 1829 of 8579 = 21.32%

Precincts Reporting
 2 of 2 = 100.00%

Marion Township, Precinct 3 & 4

Howell Public Schools Bonding Proposal

Choice	Party	Absentee Voting		Election Day Voting		Total	
Yes		261	47.71%	229	69.18%	490	55.81%
No		285	52.10%	102	30.82%	387	44.08%
	Cast Votes:	546	99.82%	331	100.00%	877	99.89%
	Undervotes:	1	0.18%	0	0.00%	1	0.11%
	Overvotes:	0	0.00%	0	0.00%	0	0.00%

May 23, 2019

Essential Facts about the Highland-Howell Property.

In 1987 the City of Howell and Marion Township made an agreement, using Act 425, to allow any property in township jurisdiction north of I-96 to transfer into the city at the property owner's request.

In the late 1990's the Township created special assessment districts for sewer and water services that included the Highland-Howell property north of I-96.

The property was assessed by the Township for sewer and water service that was to be paid over a twenty-year period.

In 2005 the City induced Highland-Howell to transfer the property into City jurisdiction under the Act 425 agreement.

A transfer agreement contract between the City and Highland-Howell had a provision for the City to waive capital (REU) fees for sewer service.

At the time of the transfer there was a balance due on the special assessments.

After the transfer, Highland continued to make payments on the special assessments.

In 2013, while there was a balance remaining on the special assessments, the City purchased the property from Highland-Howell.

By acquiring the property, the City became the owner of the REUs associated with the property with a balance owing.

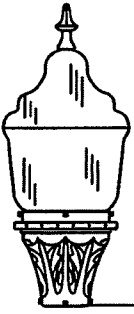
The City knew there was a balance owing on the special assessments.

The City does not intend to pay the balance owing on the special assessments.

The City intends to sell the property but not allow the purchaser to use the REUs assessed by the Township. The agreement to waive REU fees is extinguished. The new owner must pay the City for REUs at the current City rate.

The position of the City is that the Township REUs associated with the property cannot be used in City jurisdiction.

The City would like to sell the REUs to the Township as outlined in the May 15, 2019 letter.



**HOWELL
MICHIGAN**

CITY MANAGER'S OFFICE: 611 E. Grand River • Howell, MI 48843

(517) 546-3502 • FAX: (517) 546-6030

May 15, 2019

Robert Hanvey, Supervisor
Marion Township
2877 West Coon Lake Road
Howell, MI 48843

RE: Water & Sewer REUs

Dear Mr. Hanvey,

Thank you for meeting with city representatives to discuss potential options for resolving the outstanding matter of the water & sewer REUs tied to the Highland Howell Property.

As you know, the City did purchase the property in 2013 and there are 575 sewer REUs as well as 514 water REUs tied to the property. The previous owner paid a significant portion of the original assessments:

SAD #	TITLE	PAYMENTS		Totals
		PRINCIPAL	INTEREST	
1997	2391 Marion Sewer Settlement*	2,193,750.00	1,767,845.69	3,961,595.69
		-300,000.00		300,000.00
	Sub-Total	2,493,750.00	1,767,845.69	4,261,595.69
1999	2395 Sewer Supplemental	186,501.25	140,740.73	327,241.98
1995	2511 Marion Water	1,274,720.00	1,013,136.83	2,287,856.83
	Total All	3,954,971.25	2,921,723.25	6,876,694.50

Based on previous communications it is our understanding that there is an outstanding Special Assessment balance of \$884,866.84 as of September 30, 2012. The remaining assessments break downs are as follows:

SAD #	TITLE	BAL 09/30/2012		Total
		PRINCIPAL	INTEREST	
1997	2391 Marion Sewer	418,750.00	34,126.86	452,876.86
1999	2395 Sewer Supplemental	100,423.75	7,309.32	107,733.07
1995	2511 Marion Water	318,680.00	5,576.91	324,256.91
	Totals	837,853.75	47,013.09	884,866.84

Robert Hanvey
May 15, 2019
Page 2 of 2

Ownership of the REUs is tied to the property, so the City assumed ownership of them upon purchase of the land. Based on the 2005 Transfer Agreement between Highland Howell and the City of Howell, the property is within the City's boundaries and Marion Township receives 2.5 mills annually. Because the property is within the City, future users will be required to connect to City water & sewer services, negating the need for the REUs. As we have discussed, the City is willing to seek resolution on this matter.


There are opportunities for the City and Marion Township to work together to resolve the outstanding Special Assessment Districts and REUs. Two potential options include the following:

1. The City resells all REUs back to the Township at a discounted rate all at once.
2. The City releases a portion of the REUs in exchange for forgiveness of any outstanding SAD payments and then Marion Township purchases the remaining REUs over a ten-year period at an amount equal to the City's current rate of \$3,300 per water & \$3,300 per sewer unit.

Given that Marion Township has already been paid \$6.8 Million for these REUs and stands to collect an additional \$9 Million in fees upon their resale, we believe these options provide for a win-win. City representatives will be in attendance at the May 23rd meeting to answer any questions that the Board may have at that time.

Our goal is to find an equitable solution for Marion Township and the City of Howell. We look forward to working with the Township on a potential solution.

Very Truly Yours,



Reid S. Charles II
City Manager

Attachment

cc: Mayor & City Council
Erv Suida, Director of Public Services
Dennis Perkins, Howell City Attorney

MEMO

To: Marion Township Board
From: Bob Hanvey
Date: May 23, 2019
Subject: Proposed Sewer Fund Budget Amendments

Attached is a proposed amended Sewer Fund Budget for the current fiscal year. The line items that are changed are:

414 new user REUs

415 new user taps

600 contract labor

630 for the sewer easement clearing

635 lawn services

645 telephone

720 for the engineering review of the sewer plant plans

MARION TOWNSHIP
SEWER FUND BUDGET
July 2018 - June 2019

	Actual YTD 17' - '18	Actual YTD 18' - 19'	Previously Amended 18' - 19'	Proposed Amendment 18' - 19'	
Income					
400 · BILLINGS - OPERATIONS	244,887.84	231,800.72	260,000.00	260,000.00	
414 · NEW USER- REU'S PURCHASED	-		45,000.00		
415 · NEW USERS - TAPS	3,250.00	1,250.00	3,000.00	1,250.00	
420 · Revenue Misc					
435 ASSESSMENT INTEREST	41,050.23	1,465.11	19,000.00	19,000.00	
ASSET MANAGEMENT PLAN (SAW)	80,000.00		-	-	
440 · INTEREST BANK REVENUE	-		-	-	
Total Income	369,188.07	234,515.83	327,000.00	280,250.00	
Expense					
600 · CONTRACT LABOR - CITY	33,820.06	33,471.70	40,000.00	42,000.00	
605 · SEWER USAGE-CITY OF HOWELL	194,054.37	176,203.95	225,000.00	225,000.00	
630 · R & M -	675.00	38,059.70	35,000.00	40,000.00	Easement
635 · Lawn Services		1,125.00		2,000.00	
640 · UTILITIES (Electricity & Gas)	10,435.47	9,904.18	15,000.00	15,000.00	
645 · TELEPHONE	10,045.03	11,609.73	12,000.00	13,000.00	
660 · CONSTRUCTION					
710 · AGENT FEES					
715 · ADMIN CHGE - GENOA	20,281.71	20,499.38	22,000.00	22,000.00	
720 · PROFESSIONAL FEES	3,438.50	2,582.23	5,000.00	10,000.00	Plant Review
721 · LAND ACQUISITION					
721-300 · Home Town Village					
Total 721 · LAND ACQUISITION	28,943.12				
750 · AUDIT CONTRACT	6,280.00	6,280.00	7,000.00	7,000.00	
ASSET MANAGEMENT PLAN (SAW)	80,000.00	1,623.00	-	-	
775 · OTHER					
Total Expense	387,973.26	301,358.87	361,000.00	376,000.00	
Net Income	-18,785.19	-66,843.04	-34,000.00	-95,750.00	

MEMO

To: Marion Township Board
From: Bob Hanvey
Subject: Sewer usage credit for 124 Champlain
Date: May 23, 2019

The resident at 124 Champlain is asking for a credit on his sewer usage bill due to the increased water usage resulting from a failure in his backup sump pump system. His main sump pump is supported by a backup system that would normally activate during a power failure. It operates using the municipal water supply.

His normal sewer bill is about \$100.00 but due to the failure in the sump pump his bill was \$824.32.

I think that a credit to his sewer bill of \$700.00 is appropriate.

See attached documentation.

MAY 7, 2019

RE: Sump MALFUNCTION

TO: MARION TOWNSHIP BOARD

FROM: William Dillman
124 CHAMPLAIN BLVD
HOWELL, MI. 48843

I AM REQUESTING A REDUCTION OF THE SEWER CHARGES ON MY WATER BILL. THE WATER BACKUP SYSTEM ON MY SUMP MALFUNCTIONED AND WAS RUNNING FOR SOME PERIOD OF TIME. MOST OF THE WATER USAGE NEVER WENT THRU THE SEWER SYSTEM. WE HAVE HAD THE MALFUNCTION REPAIRED.

THANK YOU.

SEE ENCLOSURES



MHOG Sewer & Water Authority
 2911 Dorr Road
 Brighton, MI 48116
 (800) 881-4109 www.mhog.org

NOTICE: If you don't already have an irrigation meter you could be saving money watering your lawn. Information online @www.mhog.org

Your MHOG Bill is also online.

UTILITY BILL

Account Name:	William & Victoria Dillman
Account Number:	012155000
Service Address:	124 Champlain
Billing Date:	04/15/2019
Total Due By:	05/15/2019

William & Victoria Dillman
 124 Champlain
 Howell, MI 48843

Please Remit & Make Checks Payable to:
MHOG
 2911 Dorr Road
 Brighton, MI 48116

Or pay online: www.mhog.org/payonline

PREVIOUS UNPAID BALANCE:		\$0.00
CURRENT CHARGES		
Water Usage @ \$4.52		\$831.68
Sewer Usage @ \$4.48		\$824.32
Irrigation Usage @ \$4.52		\$0.00
Water Ready To Serve		\$10.00
Sewer Ready To Serve		\$10.88
TOTAL CURRENT CHARGES:		1,676.88
TOTAL DUE BY 05/15/2019		\$1,676.88

For Water Emergencies call: 888-481-0439
For Sewer Emergencies call: 517-546-7510

If Paid After Due Date: \$1,844.56

SERVICE INFORMATION	PREVIOUS		CURRENT		CONSUMPTION
	DATE	READING	DATE	READING	
	12/21/18	861	03/26/19	1045 ACT	184
	12/21/18	804	03/26/19	804 ACT	0

PLEASE DETACH AND RETURN THIS PORTION WITH YOUR PAYMENT.



MHOG Sewer & Water Authority
 2911 Dorr Road
 Brighton, MI 48116
 800-881-4109 www.mhog.org

Account Name:	Account Number:
William & Victoria Dillman	012155000
Amount Due:	Due Date:
\$1,676.88	05/15/2019

Service Address: 124 Champlain

Your MHOG Bill is also online.

AMOUNT: \$



REVISED UP TO DATE

If Paid After Due Date: \$1,844.56

BILL. AFTER REPAIRS WERE MADE

REPAIR



4367 S Old US Hwy 23
Brighton, MI 48114-8604
(810) 227-2719
www.LakesideService.com



Site Address: WILLIAM & VICTORIA DILLMAN 124 CHAMPLAIN BLVD HOWELL MI 48843 517-552-3972	INVOICE CUST #: 0021359 JOB # LOC: 00001 0000145920
Date: 2/22/2019 Dept: 14 Technician: Scot S	

Billing Address:
**William & Victoria Dillman
124 Champlain Blvd
Howell MI 48843**

COD

QTY	DESCRIPTION	AMOUNT
1.00	SERVICE REQUESTED: Replace valve to outdoor frost free	
1.00	Customer has leaking pvc valve going to outdoor frost free. Need to replace valve.	
1.00	_____	
	REQUIRED REPAIRS	
1.00	Cut & Reassemble Small Plastic Pipe	66.00
1.00	_____	
1.00	Service Call Fee -L0046-	91.00
1.00	Replace Sump Pump Check Valve 1-1/2in * LVL 1 =L0013=	88.00
	Completed all accepted repairs. Cycled the system and tested. Operation Normal	
1.00	Mail out a hardcopy	
	Payment Received	
	TOTAL	\$320.00
	PAID Check 4280	\$320.00
	BALANCE	\$0.00

All flat rate repairs include the part(s) and labor needed to complete the repair and a one year part and labor warranty.

Authorized Signature:

REPAIR



4367 S Old US Hwy 23
Brighton, MI 48114-8604
(810) 227-2719
www.LakesideService.com



Site Address:
**WILLIAM & VICTORIA
DILLMAN
124 CHAMPLAIN BLVD
HOWELL MI 48843
517-552-3972**

Date: 4/29/2019 Dept: 14 Technician: Scot S

INVOICE

CUST #: 0021359
JOB #
LOC: 00001
0000148825

Billing Address:
**William & Victoria Dillman
124 Champlain Blvd
Howell MI 48843**

COD

QTY	DESCRIPTION	AMOUNT
1.00	SERVICE REQUESTED: Check back up pump No Service Call Fee- Warranty	
1.00	Customer said float has come off of the back up sump pump (Water type pump). No problem with float. Recommend replacing water system with battery back up. Cycled the system and tested. Operation Normal Email Copy:	
TOTAL		\$0.00

All flat rate repairs include the part(s) and labor needed to complete the repair and a one year part and labor warranty.

Authorized Signature:



Read Meter(s)

Service Order Nbr: 19-004276
Requested By: Carol
Assigned To: Field Services
Scheduled Date: 05/08/2019
Account Number: 012155000

SERVICE ORDER

Service Address **Customer Information**

124 Champlain **William & Victoria Dillman** Home Phone: 5175523972
Howell, MI 48843 Email: vsdillman@netscape.net Cell Phone:
Latitude: 42.57923000 **Longitude:** (83.93483000) Additional Phone: 5172854687

PROBLEM/WORK TO PERFORM:
DATE/TIME SCHEDULED: 05/08/2019 12:00 AM

Read the meter(s) Had high usage last quarter. Need to make sure ok now.
I will call Bob Harvey with results. Thanks, Carol

WORK ORDER RESULTS

Reads 1047/804 --TC/MI

Only used 2,000 gallons since April 30th - Usage is back on normal track. Carol H.

Meter Information

Service Name: Water **Route:** MAX
Current Read Info. 0
Previous Read Info. 1045 04/30/2019 Auto Read
Meter Type: SN G-1-4-1 **Size:** 1
MeterID: 30115341 **Serial #:** 58068848
 308003825 & TP OT/SD LEFT

Service Name: ZIrrg. Mtr. **Route:** MAX
Current Read Info. 0
Previous Read Info. 804 03/26/2019 Auto Read
Meter Type: SN G-1-4-1 **Size:** 1
MeterID: 33007769 **Serial #:** 58286202
 308003825 & TP OT/SD LEFT

If this is an appointment & you have access to meter, please update material used for plumbing.

1. Material used before meter?: HDPE Plastic PVC Copper Galvanized Other:	2. Material used after meter?: HDPE Plastic PVC Copper Galvanized Other:
--	---

RESULTS / COMMENTS: _____

Completed By: _____ Date: _____

Bob Hanvey

From: Thomas M. Larabel <tlarabel@allenedwin.com>
Sent: Thursday, May 16, 2019 7:56 AM
To: Bob Hanvey; Dan Larabel
Cc: Thomas M. Larabel
Subject: RE: Hometown of Marion Phase III
Attachments: Hometown Villge Vacant Land PA 5-16-19.docx

Good Morning Bob – We appreciate the Board’s review of our offer. I have reviewed the counter offer with our team and we have accepted the change in purchase price. This is contingent upon the terms previously provided with the PA. Attached is an updated Purchase Agreement with the edits made to the Purchase Price.

Feel free to reach out with any questions you may have.

Thanks,

Thomas M. Larabel
Vice President of Land Development
Allen Edwin Homes
O: (616) 878-1748 Ext. 424
M: (616) 890-5401
tlarabel@allenedwin.com

From: Bob Hanvey <supervisor@mariontownship.com>
Sent: Tuesday, May 14, 2019 2:24 PM
To: Thomas M. Larabel <tlarabel@allenedwin.com>; Dan Larabel <dlarabel@allenedwin.com>
Subject: Hometown of Marion Phase III

Attached is the action taken by the Marion Township Board at the last board meeting.

Thanks
Bob Hanvey

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (this "Agreement") is made _____, 2019, by and between Westview Capital, LLC, a Michigan limited liability company of 2186 E. Centre St. Portage, MI 49002 ("Purchaser") and Marion Township of 2877 W. Coon Lake Rd., Howell, MI 48843 ("Seller") as follows:

BACKGROUND

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

AGREEMENT

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

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

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

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

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

4. Payment of Property Taxes. The property is tax exempt.
5. Closing Deadline; Schedule. The parties agree to Schedule a closing at the earliest possible time following the end of the Investigation Period, but in no event later than five (5) business days following the end of the Investigation Period.
6. Seller's Closing Deliverables. At the Closing, Seller shall deliver to the Purchaser, the following items, which shall be in a form and substance satisfactory to Purchaser:
 - A. A Warranty Deed conveying to Purchaser title to the Land, executed and acknowledged by Seller in recordable form;
 - B. An ALTA fee owner's policy of title insurance or equivalent coverage from a title insurance company that is acceptable to Purchaser (the "Title Policy") in an amount not less than the Purchase Price insuring Purchaser as owner of fee simple, indefeasible title to the Land without standard exceptions, and subject only to the following permitted exceptions (the "Permitted Exceptions"): (1) the lien of ad valorem property taxes not yet due and payable, (2) utility easements serving the Land, (3) other matters described in Section 9 and 10, (4) any matter arising as a result of any act or omission of Purchaser; and (4) such other matters that are not objected to by Purchaser.
 - C. Such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Seller.
7. Purchaser's Closing Deliverables. At Closing, Purchaser shall deliver to Seller, the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.
8. Closing Costs and Prorations. Seller shall pay or reimburse Purchaser for (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, (iii) one half (1/2) of any closing fee charged by the title company in connection with this transaction, and (iv) any assessments (sewer or otherwise) that currently exist against the Land. Seller shall be responsible for and pay all past due real estate taxes and assessments at or prior to Closing. This obligation shall survive the Closing. Other regular and customary costs and expenses related to the Land shall also be prorated based on the date of Closing.
9. Title. Purchaser shall order a commitment for an owner's policy of title insurance from Devon Title Agency (the "Title Policy") within ten (10) days of the date of this Agreement. After Purchaser has received both the title commitment and the Survey described in Section 10 below (if obtained), both in a form satisfactory to Purchaser, the Purchaser shall deliver written notice of any objections Purchaser has to the title commitment within five (5) business days. Seller shall have five (5) business days from receipt of such notice of objections to provide written notice to Purchaser as to whether Seller will cure such objections at or before Closing.
10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any

boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser.

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

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

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

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

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

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

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

F. All general real estate related property taxes and assessments shall have been paid when due. There are no delinquent assessments.

G. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

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

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

J. To the best of Seller's knowledge, absent any independent testing or investigation, except as set forth in the Site Investigation Reports, the Land and Seller: (i) are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws").

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

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

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

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

14. Indemnification. To the extent permitted by law, Seller agrees to indemnify and hold Purchaser and its managers, members, and successors and assigns and their members, managers and representatives (the "Purchaser Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing prior to the Closing and which are in any way related to the ownership, maintenance, or operation of the Land; and/or (ii) arising from or related to the inaccuracy or breach of any of Seller's representations and warranties. Purchaser agrees to indemnify and hold Seller and its managers, members, and successors and assigns and their members, managers and representatives (the "Seller Group") harmless from and against any and all liabilities, claims, demands, and expenses, of any kind or nature, including but not limited to, all expenses related thereto, including, without limitation, court costs and reasonable attorney's fees for matters (i) arising or accruing after the Closing and which are in any way related to Purchaser's ownership, maintenance, or operation of the Land; and/or (ii) arising out of Purchaser's activities conducted under Paragraph 3 of this Agreement; and/or (iii) arising from or related to the inaccuracy or breach of any of Purchaser's representations and warranties. It is expressly stipulated and agreed that the provisions of this Section shall survive the Closing.

15. Default and Remedies.

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

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

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

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

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

18. Confidentiality. The parties hereto agree to keep the terms and provisions of this Agreement strictly confidential with the exception of disclosures to their respective attorneys, financial consultants, lenders, investors and other persons or entities as required by law necessary for consummation of this Agreement and for Purchaser's purposes as provided above.

19. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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

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

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier

service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

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

To Purchaser: Westview Capital, L.L.C.
Attention: James E. Sanderson
2186 East Centre St.
Portage, Michigan 49002

With a copy to: AEG Development L.L.C.
Attention: Scott E. Sanderson
2186 E. Centre St.
Portage, Michigan 49002

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

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

G. Seller agrees to special assess for municipal water and sewer service at the current rates over a Twenty (20) year period commencing at the time a Certificate of Occupancy is issued for each unit with any assessments remaining assumable by the homeowner when a single-family residence is sold on one of the units.

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

SELLER:

Marion Township

By: _____

Its:

PURCHASER: Westview Capital, LLC

By: _____

Thomas M. Larabel

Its: Vice President

EXHIBIT A

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

Legal Description of Land :



30% SUBMITTAL
CONSTRUCTION

ARCHITECTURAL ELEVATIONS

MARION, HOWELL, OCEOLA, GENOA SEWER AND STORAGE GARAGE

NO.	DATE	REVISION

A-201

SCALE: 1/4" = 1'-0"

DATE PLOTTED: 12/15/2011 10:25:47 AM

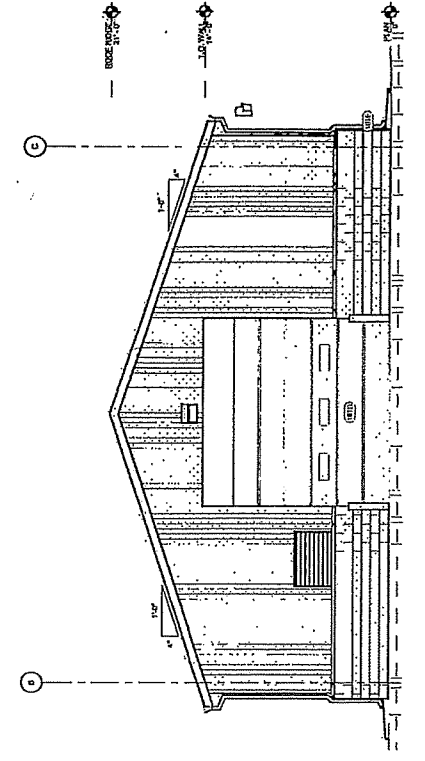
PLINI - 201101110001

DWGNO - 12240001

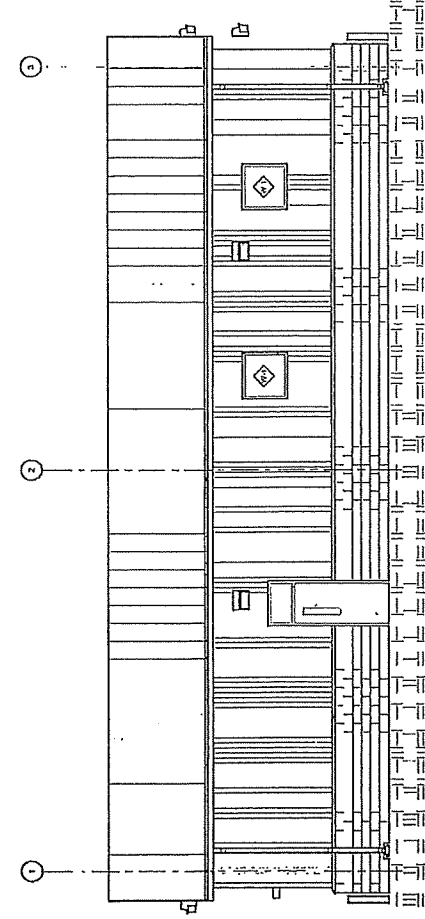
DWGPRJ - 12240001

DWGCRG - 12240001

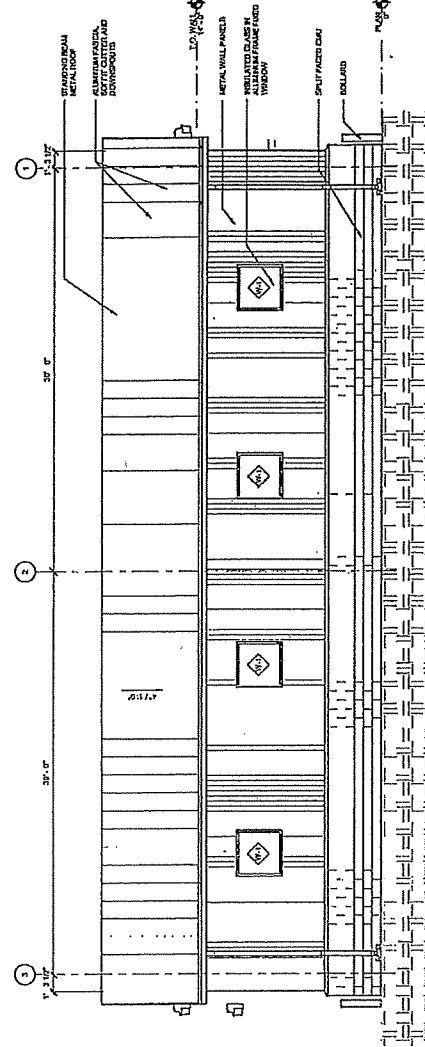
DWGDATE - 12/15/2011



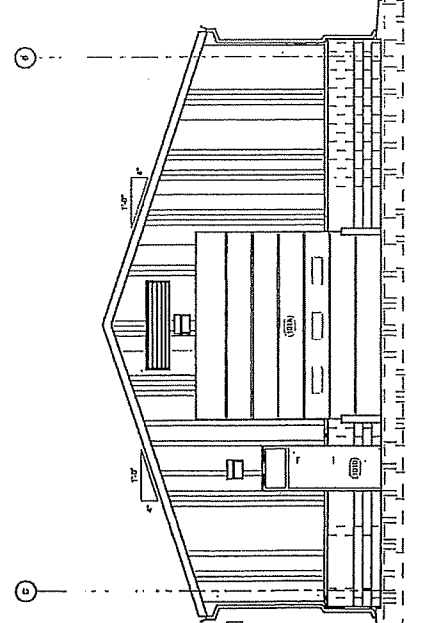
2. WEST ELEVATION
SCALE: 1/4" = 1'-0"



4. SOUTH ELEVATION
SCALE: 1/4" = 1'-0"



1. NORTH ELEVATION
SCALE: 1/4" = 1'-0"

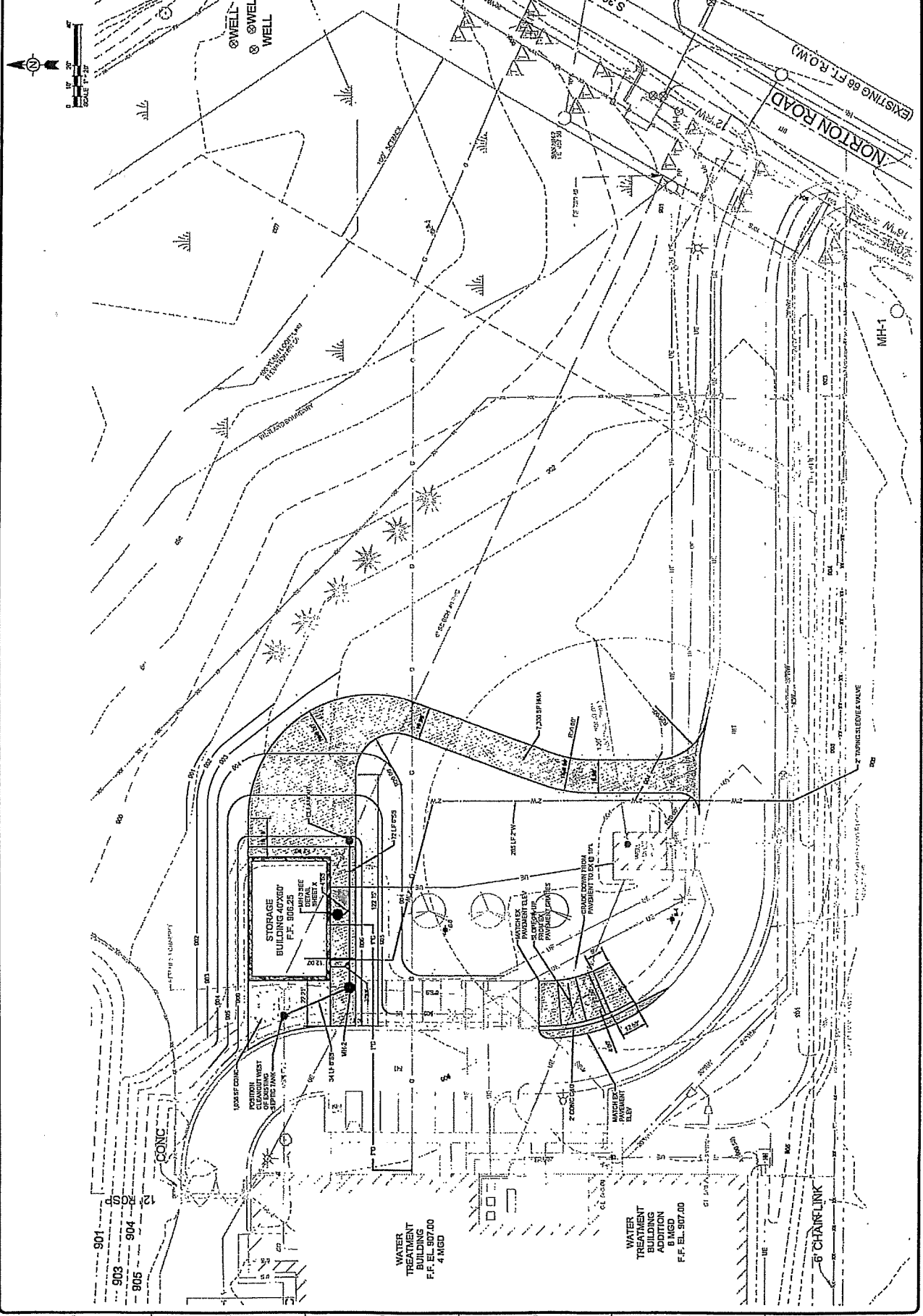


3. EAST ELEVATION
SCALE: 1/4" = 1'-0"



DATE PLOTTED: 12/15/2011 10:25:47 AM

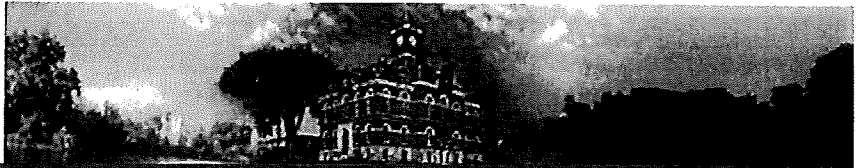
2D	Tetra	BY SUBMITTAL				
401 SOUTH WASHINGTON SQUARE, SUITE 100 LANSING, MICHIGAN 48223			MARION, HOWELL, OCEOLA, GENOA SEWER AND WATER AUTHORITY STORAGE BUILDING PROPOSED SITE PLAN			
PROJECT: 200-0210-10000			DRAWN: 5/20/07			
CHECK:			C-102			
DATE:						





Liv.Co UPDATE

Monthly News from the
Livingston County Commissioners



May 2019

Livingston County Board of Commissioners



- District 1 - Kate Lawrence
- District 2 - William Green
- District 3 - Wes Nakagiri
- District 4 - Douglas G. Helzerman
- District 5 - Donald S. Parker
(Board Chairman)
- District 6 - Robert J. Bezotte
- District 7 - Carol S. Griffith
- District 8 - Dennis L. Dolan
(Board Vice-Chairman)
- District 9 - Gary Childs

"The mission of Livingston County is to be an effective and efficient steward in delivering quality services within the constraints of sound fiscal policy. Our priority is to provide mandated services which may be enhanced and supplemented to improve the quality of life for all who work, reside, and recreate in Livingston County."

MDCs Purchased for Law Enforcement & Fire Services



Livingston County has purchased 22 mobile data computers (MDCs) to be utilized by local and county law enforcement and fire service agencies. The MDCs were purchased from fiscal year 2018 Homeland Security Grant Program funds. The new MDCs

will allow law enforcement and fire services to better communicate from their response units. The MDCs won't replace response unit radios, but will enhance communications between dispatch and responders, allowing these agencies to better serve our citizens. Everything from running law enforcement information sharing, emergency response information, and medical information can be done from the new MDCs.

Monthly Meetings

- 5/6/2019 - General Government & Health & Human Services Meeting at 7:30 PM
- 5/8/2019 - Finance Committee at 7:30 AM
- 5/13/2019 - Full Board Meeting at 7:30 PM
- 5/15/2019 - Personnel Committee at 8:30 AM
- 5/20/2019 - Infrastructure & Development & Public Safety at 7:30 PM
- 5/22/2019 - Finance Committee at 7:30 AM
- 5/28/2019 - Full Board Meeting at 7:30 PM

EMS Will Provide Transportation for Marquette Hospital Move

On June 2nd, Livingston County EMS will provide ambulance transportation to move patients in Marquette General Hospital from the "old" hospital to the "new" hospital. Marquette General Hospital will reimburse Livingston County EMS for the transportation services rendered. This pre-planned move to the newly constructed hospital allows for Livingston County EMS and the Region 1 Medical Coalition to test the Region One evacuation plan and use this move as a learning experience. EMS Director Jeff Boyd estimates the move of 110 -130 patients will be completed in about 12 hours.



Resolutions Passed by the Board of Commissioners & Appointments

- The 2019 - 2023 Livingston County Parks and Open Space Plan has been adopted. The Plan will be used as a guideline for improving recreation and enhancing open space conservation in Livingston County. You can see a copy of the 2019-2023 Parks & Open Space Plan at: <https://www.livgov.com/parks/Pages/default.aspx>.
- A part-time Deputy Circuit Court Clerk position has been increased to a full-time Deputy Courtroom Clerk. In February 2019 a Local Administrative Order took effect that substantially reallocated docket assignments between judges. This reassignment has increased the number of court sessions the County Clerk must attend.
- In compliance with the Employee Business Expense Policy, a summary of all County employees who traveled outside of Michigan during 2018 for professional development was compiled in the 2018 Out-of-State Travel Report and presented to the Board.
- The Tax Allocation Board meets yearly to review the proposed budgets of each respective township, school district, and the County and determine the tax rate. The Estimated 2020 General Fund Budget for Livingston County was agreed upon and submitted to the Tax Allocation Board.
- The Equalization Department has examined the assessment rolls of the sixteen townships and three cities within Livingston County to ascertain whether the real and personal property in the respective townships and cities have been equally and uniformly assessed at true cash value. Equalization presented their data that equalized the townships' and cities' valuations to the Board where it was approved and adopted as the equalized value of all taxable property.
- Community Corrections will submit the 2020 Community Corrections Grant Application to the Michigan Department of Corrections for funding. Funding is requested to provide outpatient treatment, group programming, and more.
- Central Dispatch has completed a budget amendment and funds transfer to cover incurred owner responsibility costs related to the new 911 facility project in the amount not to exceed \$175,580.
- As a result of the acquisition of Arcadia Benefits Group, Inc., the county's current provider of service, by Navia Benefit Solutions, Inc., a service agreement with Navia to continue the county's flexible spending account and Cobra administration services was approved.
- Livingston County will participate in the fiscal year 2018 Homeland Security Grant Program (HSGP.) The HSGP is the funding mechanism for building and sustaining national preparedness capabilities.
- C&C Sports of Brighton will provide 2 loaner Sea-Doos for use in the patrol of County waterways during the 2019 Marine Safety Program.
- A one-year agreement with Vance Outdoors, Inc. to provide ammunition supply services for the Livingston County Sheriff's Office has been approved.
- The Board has authorized the issuance of Refunding Bonds that were used to defray part of the cost of constructing, furnishing, and equipping County Jail facilities to be issued and sold.
- A first quarter supplemental appropriation to the fiscal year 2019 budget has been approved.
- The following individuals have been appointed to a seat on the Livingston County Building Authority.
 - Ken Hinton - Term expires 12/31/2022
 - Cynthia Catanach - Term expires 12/31/2022
 - Jennifer Nash - Term expires 12/31/2021
 - Barbra Cox - Term expires 12/31/2021
 - Mike Arens - Term expires 12/31/2020