

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING AGENDA  
FEBRUARY 18, 2020 - 7:00 P.M.  
(810) 629-8631**

**CALL TO ORDER – PLEDGE OF ALLEGIANCE – 7:00 P.M.**

**ROLL CALL**

**APPROVAL OF AGENDA – OR CHANGES**

**APPROVAL OF CONSENT AGENDA**

Regular Meeting Minutes- January 21, 2020  
Treasurer’s Report  
Clerk’s Warrants and Bills

**COMMUNICATIONS**

1. Planning Commission Meeting Synopsis-February 11, 2020
2. Planning Commission Approved Meeting Minutes-November 12, 2019
3. Fire Service Report-February 13, 2020

**PUBLIC REMARKS**

**UNFINISHED BUSINESS**

**NEW BUSINESS**

1. Sale of Center Road township hall property.
2. Resolution to establish guidelines for granting poverty exemptions from property taxes.
3. Amendment to the Emergency Cost Recovery Ordinance #24.
4. Contract with Dougie’s Disposal for waste collection in Laurel Springs.
5. Contract with Republic Services for waste collection in Jayne Hill Subdivision.
6. Contract with Republic Services for waste collection in Shannon Glen subdivision.
7. Cemetery and lawn maintenance contract with Murph’s Turf.
8. Hartland Senior Center request for funds.
9. Board of Review appointment.
10. Budget review.

**MISCELLANEOUS BUSINESS**

**PUBLIC REMARKS**

**ADJOURNMENT**

\* \* \* \* \*

**Supervisor Mike Cunningham      Clerk Marcella Husted**

Please note: The Public Remarks section appears twice on the agenda - once after Communications and once before Adjournment. Anyone wishing to address the Township Board may do so at these times. The Tyrone Township Board of Trustees has established a policy limiting the time a person may address the Township Board at a regular or at a special meeting during the Public Remarks section of the agenda to three minutes. The Board reserves the right to place an issue under the New Business section of the agenda if additional discussion is warranted or to respond later either verbally or in writing through an appropriately appointed Township Official. - Individuals with disabilities requiring auxiliary aids or services should contact the Tyrone Township Clerk at (810) 629-8631 at least seven days prior to the meeting.

# CONSENT AGENDA

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – JANUARY 21, 2020**

**CALL TO ORDER**

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on January 21, 2020 at 7:00 p.m. at the Tyrone Township Hall.

**ROLL CALL**

Present: Supervisor Mike Cunningham, Treasurer Jennifer Eden, Clerk Marcella Husted, Trustees Kurt Schulze, David Walker, Chuck Schultz and Soren Pedersen.

**APPROVAL OF AGENDA – OR CHANGES**

Trustee Walker moved to approve the agenda as amended. (Trustee Schulze seconded.) The motion carried; all ayes.

*Added:* Ronald's Tree Service invoice for tree cutting along road rights-of-way.

**APPROVAL OF CONSENT AGENDA**

**Regular Board Meeting Minutes – January 7, 2020  
Treasurer's Report  
Clerk's Warrants and Bills**

Trustee Walker moved to approve the consent agenda as presented. (Trustee Schultz seconded.) The motion carried; all ayes.

**COMMUNICATIONS**

- 1. Planning Commission Meeting Synopsis, January 14, 2020**
- 2. Planning Commission Approved Meeting Minutes, December 10, 2019**
- 3. Fire Run Billing Report**

Trustee Walker moved to receive and place on file Communications #1-3 as presented. (Treasurer Eden seconded.) The motion carried; all ayes.

**PUBLIC REMARKS**

Wes Nakagiri, Livingston County Commissioner, talked to the board about recent county work.

**UNFINISHED BUSINESS**

None.

**NEW BUSINESS**

- 1. HVAC maintenance agreement for new building.**

Trustee Walker moved to approve the HVAC maintenance agreement with Macklin Mechanical. (Trustee Pedersen seconded.) The motion carried; all ayes.

- 2. Gabridge letter of consent to perform township audit.**

Trustee Walker moved to approve the letter of consent with Gabridge & Co. for them to perform the fiscal year 2019-2020 audit. (Trustee Schultz seconded.) The motion carried; all ayes.

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – JANUARY 21, 2020 – PAGE 2**

**3. Resolution to establish the meeting dates for 2020-2021.**

**RESOLUTION #200101  
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**2020-2021 MEETING DATES**

**WHERE AS**, the State of Michigan has enacted the Open Meetings Act which requires the specific designation of the dates, times, and places of all regular meetings of the Tyrone Township Board;

**WHERE AS**, it is the desire of the Tyrone Township Board to conduct all of its business in an open forum in compliance with said Act;

**THEREFORE, BE IT RESOLVED THAT** the Tyrone Township BOARD will hold regular meetings beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road, the first and third Tuesday evenings of each month **unless changed due to conflicts with holidays or elections**. In the fiscal year, April 1, 2020 to March 31, 2021 the meetings will be held on the following dates:

April 7 & 21, 2020  
May 19, 2020  
June 2 & 16, 2020  
July 7 & 21, 2020  
August 18, 2020  
September 1 & 15, 2020

October 6 & 20, 2020  
November 17, 2020  
December 1 & 15, 2020  
January 5 & 19, 2021  
February 2 & 16, 2021  
March 2 & 30, 2021

**BE IT FURTHER RESOLVED THAT** the Tyrone Township PLANNING COMMISSION meetings will be held on the second Tuesday evenings of each month beginning at 7:00 p.m., and workshops the third Wednesday of each month at 6:00 pm. at the Tyrone Township Hall, 8420 Runyan Lake Road, **unless changed due to conflicts with holidays or elections**. In the fiscal year, April 1, 2020 to March 31, 2021, the meetings and workshops will be held on the following dates:

April 14 & 22, 2020  
May 12 & 20, 2020  
June 9 & 17, 2020  
July 14 & 22, 2020  
August 11 & 19, 2020  
September 8 & 16, 2020

October 13 & 21, 2020  
November 10 & 18, 2020  
December 8 & 16, 2020  
January 12 & 20, 2021  
February 9 & 17, 2021  
March 9 & 17, 2021

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – JANUARY 21, 2020 – PAGE 3**

**BE IT FURTHER RESOLVED THAT** the Tyrone Township ZONING BOARD OF APPEALS meetings will be held on the second Monday evening of each month **upon request** beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road, **unless changed due to conflicts with holidays or elections.** Sometimes the agenda length may determine the need for two meetings to be held during the month. In the fiscal year, April 1, 2020 to March 31, 2021, the meetings may be held on the following dates:

April 13, 2020	October 12, 2020
May 11, 2020	November 9, 2020
June 8, 2020	December 14, 2020
July 13, 2020	January 11, 2021
August 10, 2020	February 8, 2021
September 14, 2020	March 8, 2021

**RESOLVED BY:** Trustee Walker  
**SUPPORTED BY:** Trustee Schultz

**VOTE:** Pedersen, yes; Schultz, yes; Schulze, yes; Husted, yes; Eden, yes; Walker, yes; Cunningham, yes.

**ADOPTION DATE:** January 21, 2020

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on January 21, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.



\_\_\_\_\_  
Marcella Husted  
Township Clerk

**4. Employee medical insurance policy renewal.**

Trustee Schulze moved to renew the employee medical insurance policy for the 2020-2021 fiscal year. (Treasurer Eden seconded.) The motion carried; all ayes.

**TYRONE TOWNSHIP  
REGULAR BOARD MEETING  
APPROVED MINUTES – JANUARY 21, 2020 – PAGE 4**

**5. Request of Treasurer & Deputy Treasurer to attend MMTA Institute.**

Trustee Walker moved to authorize the Treasurer and Deputy Treasurer to attend the Michigan Municipal Treasurers Association (MMTA) Institute. (Trustee Schultz seconded.) The motion carried; all ayes.

**6. Tree-cutting invoice from Ronald's Tree Service.**

Trustee Walker moved to authorize payment from the invoice from Ronald's Tree Service for tree removal in road rights-of-way on Bennett Lake, White Lake, and Foley Roads. (Trustee Schultz seconded.) The motion carried; all ayes.

**MISCELLANEOUS BUSINESS**

None.

**PUBLIC REMARKS**

None.

**ADJOURNMENT**

Trustee Walker moved to adjourn. (Trustee Pedersen seconded.) The motion carried; all ayes. The meeting adjourned at 7:15 p.m.

2/5/2020

**TYRONE TOWNSHIP TREASURER'S REPORT**

JMM

Period ending January, 2020

TOWNSHIP FUNDS	Interest Ckg	INVESTMENTS ICS	Int Rate	MICHIGAN CLASS	Int Rate Monthly AVG.	FLG PEG CD matures 8/12/20	Int rate	Grand Totals Each Fund
General 101	\$1,820,641.79	\$ 437,139.17	2.22%					\$ 2,257,780.96
Tech Fund 141	\$66,426.85	\$ 5,000.00	2.22%					\$71,426.85
Building & Site 145	\$27,633.01	\$ 7,500.00	2.22%					\$35,133.01
Parks/Recreation 208	\$5,934.23		0.40%					\$5,934.23
Liquor Control 212	\$0.00		0.40%					\$0.00
Road 245	\$23,571.07	\$ 309,224.80	2.22%	\$260,532.88	2.00%			\$ 593,328.75
Revolving 246	\$147,678.36	\$ 97,500.00	0.40%	\$191,389.48	2.00%			\$ 436,567.84
Right of Way 260	\$9,923.09		0.40%					\$9,923.09
Peg 274	\$134,700.85					\$ 189,984.90	2.08%	\$324,685.75
Lk Tyrone Grant 281	\$0.00		0.40%					\$0.00
<b>Special Assessments</b>								
Jayne Hill Lts 218	\$2,420.97		0.40%					\$2,420.97
Walnut Shores Lts 219	\$681.29		0.40%					\$681.29
Shannon Glen Rubbish 225	\$1,858.64							\$1,858.64
Jayne Hill Rubbish Removal 226	\$10,743.25		0.40%					\$10,743.25
Apple Orchard Rubbish Removal 227	\$280.34							\$280.34
Silver Lake Rubbish Removal 228	\$3,196.38							\$3,196.38
Parkin Lane Snow 231	\$13,810.64		0.40%					\$13,810.64
Great Oaks Dr 232	\$6,125.97		0.40%					\$6,125.97
Laural Springs Rubbish removal 233	\$0.00							\$0.00
<b>Account Totals</b>	<b>\$2,275,626.73</b>	<b>\$ 856,363.97</b>		<b>\$451,922.36</b>		<b>\$ 189,984.90</b>		<b>\$ 3,773,897.96</b>
<b>Health Flex Spending 101</b>		<b>The State Bank</b>						<b>Health Flex Total</b>
FSA Account (\$10K Loan to Open)		\$ 10,147.12	0.00%					\$ 10,147.12
								\$ 10,147.12
Dec-19								
<b>Public Safety- 205</b>								<b>Public Safety Total</b>
Public Safety 205 - State Bank checking		\$ 99,302.08	0.40%					\$ 99,302.08
Public Safety 205- State Bank Savings		\$ 6,400.73						\$ 6,400.73
Public Safety 205 - Level One Bank		\$ 204,393.12	0.40%					\$ 204,393.12
Public Safety ICS- 205 State Bank		\$ 769,733.56	2.22%					\$ 769,733.56
								\$ 1,079,829.49
<b>TYRONE TOWNSHIP SEWER 2003- 392</b>		<b>Flagstar</b>						<b>Tyrone Sewer 03 Total</b>
Debt Service 392 Flagstar Bank		\$ 648,415.17	0.6%					\$ 648,415.17
Flagstar CDARS 2003 (matures 10/22/2020)(6527)		\$ 539,209.18	1.50%					\$ 539,209.18
Flagstar CD 2003 (matures 3/31/2020)(3879)		\$ 1,000,000.00	2.55%					\$ 1,000,000.00
Flagstar CDARS 2003 Fund Martures 6/18/20)(1875)		\$ 458,975.22	2.00%					\$ 458,975.22
								\$ 2,646,599.57
<b>Road Improvements-</b>		<b>Flagstar</b>						<b>Road Improvement Total</b>
Parkin Lane Rd 2010 (396)		\$ 9,943.86	0.70%					\$ 9,943.86
Lake Shannon 2018 (399)		\$ 256,631.42	0.70%					\$ 256,631.42
Laurel springs (400)		\$ 27,829.64	0.70%					\$ 27,829.64
Irish Hills (401)		\$ 112,615.21						\$ 112,615.21
<b>CIBC-</b> Parkin Lane CD(matures 5/12/20)		\$ 125,887.18	2.50%					\$ 125,887.18
								\$ 532,907.31
<b>SEWER O&amp;M CHECKING ACCT- 590</b>		<b>Flagstar</b>						<b>Sewer O&amp;M Total</b>
Sewer Operation and Maintenance CK (5710)		\$ 224,584.36	0.70%					\$ 224,584.36
Sewer Operation and Maintenance SV (4865)		\$ 82,295.74	1.39%					\$ 82,295.74
<b>CIBC-</b> O&M CD(matures 5/8/20)(6337)		\$ 160,203.27	2.50%					\$ 160,203.27
O&M CDARS (matures 8/12/2021)(4312)		\$ 139,564.57	1.65%					\$ 139,564.57
O&M CDARS (matures 8/13/2020)(4710)		\$ 138,874.68	2.50%					\$ 138,874.68
								\$ 745,522.62
<b>TRUST &amp; AGENCY- 701</b>		<b>Chase</b>						<b>Trust &amp; Agency Total</b>
Township Trust and Agency 701 Savings		\$ 1,512.01	0.18%					\$ 1,512.01
Township Trust and Agency 701 Checking		\$ 5,057.92	0.00%					\$ 5,057.92
								\$ 6,569.93
								\$ 5,021,576.04
<b>Total Township Monies</b>								<b>\$ 8,795,474.00</b>

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 001 STATE BANK COMMON ACCOUNT					
01/20/2020	001	22191	CHARTER COMMUNICATIONS	TWP HALL INTERNET JAN 20	109.98
01/20/2020	001	22192	HAMILTON'S PROPANE	PROPANE DELIVERY 01.15.20	844.43
01/20/2020	001	22193	LIVINGSTON COUNTY TREASURER	TAX CHARGEBACKS BOARD OF REVIEW	46.12
01/20/2020	001	22194	MCKENNA ASSOCIATES, INC.	TWP PLANNER SERVICES DEC 19	474.00
01/20/2020	001	22195	REPUBLIC SERVICES#237	SHANNON GLEN GARBAGE DEC 19 & JAN 20	709.02
				JAYNE HILL GARBAGE DEC 19 & JAN 20	3,177.46
				SILVER LAKE GARBAGE DEC 19 & JAN 20	2,298.40
					<u>6,184.88</u>
01/20/2020	001	22196	RONALD'S TREE SERVICE LLC	TREE REMOVAL BENNET LAKE, WHITE LAKE, FO	7,500.00
01/20/2020	001	22197	SHOEMAKER SERVICES INC	TWP HALL SNOW/SAL 12.31.19 TO 1.13.20	810.00
01/22/2020	001	22198	STATE OF MICHIGAN	2019 SALES TAX PAYMENT	19.82
01/29/2020	001	22199	CHASE CARD SERVICE	CREDIT CARD PURCHASES	979.46
01/29/2020	001	22200	CONSUMERS ENERGY	CENTER RD ELECTRIC 12.20.19 TO 1.21.20	195.69
				TWP HALL ELECTRIC 12.23.19 TO 0122.20	486.96
				STREET LIGHTING DECEMBER 2019	49.92
				STREET LIGHTING DECEMBER 2019	202.82
					<u>935.39</u>
01/29/2020	001	22201	I.T. RIGHT, INC.	NEW PRINTER, SWITCH	1,938.76
01/29/2020	001	22202	LIVINGSTON COUNTY TREASURERS' ASSOC	2020 ANNUAL DUES	10.00
01/29/2020	001	22203	MICHIGAN ASSESSORS ASSOCIATION	ANNUAL MEMBERSHIP - HUSPEK	100.00
01/29/2020	001	22204	PITNEY BOWES INC.	3 INK CARTIRIDGES	254.97
01/29/2020	001	22205	PRECISION DATA PRODUCTS	TONER - CLER & TREAS	1,039.66
01/29/2020	001	22206	REPUBLIC SERVICES#237	SHANNON GLEN GARBAGE FEB 2020	354.51
				JAYNE HILL GARBAGE FEB 2020	1,588.73
				SILVER LAKES GARBAGE FEB 2020	1,149.20
					<u>3,092.44</u>
01/29/2020	001	22207	RICOH USA, INC.	2143 B&W 139 COLOR	88.33
01/29/2020	001	22208	SHOEMAKER SERVICES INC	GREAT OAKS SNOW REMOVAL 12.31.19	75.00
				PARKIN LN SNOW REMOVAL 12.31.19 TO 1.13.	1,651.00
					<u>1,726.00</u>
01/29/2020	001	22209	SPICER GROUP	NEW BUILDING ENGINEERING	705.00
01/29/2020	001	22210	STATE OF MICHIGAN	NOTARY RENEWAL - HUSTED	10.00
01/29/2020	001	22211	VOYA INSTITUTIONAL TRUST COMPANY	JANUARY CONTRIBUTIONS	259.00
02/05/2020	001	22212	AMERIGUARD SELF MINI STORAGE	STORAGE UNIT JAN. & FEB	160.00
02/05/2020	001	22213	AT&T MOBILITY	SUPERVISOR CELL 1.28.20 TO 2.27.20	78.63
02/05/2020	001	22214	FENTON LOCK & SAFE, INC.	DOOR KEYS & FOBS	64.66
02/05/2020	001	22215	LIVINGSTON COUNTY TREASURER	DOG LICENSES SOLD JAN. 4501-4518	459.50
02/05/2020	001	22216	MACKLIN MECHANICAL COMPANY	SERVICE CALL CENTER RD FURNACES	220.00
02/05/2020	001	22217	PFM FINANCIAL ADVISORS LLC	FINANCIAL ADVISORY FEE FOR ANNUAL DISCLO	1,000.00
02/05/2020	001	22218	SHOEMAKER SERVICES INC	SNOW/SALT TWP HALL 1.14.20 TO 1.27.20	646.00
				SNOW PLOW CENTER ROAD BUILDING	20.00
					<u>666.00</u>
02/05/2020	001	22219	STAPLES ADVANTAGE	OFFICE SUPPLIES-GENERAL, CLERK, TREAS, A	890.54
02/12/2020	001	22220	AMERIGUARD SELF MINI STORAGE	STORAGE UNIT MARCH 2020	80.00
02/12/2020	001	22221	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE MARCH 2020	5,901.42
02/12/2020	001	22222	CONSUMERS ENERGY	STREET LIGHTS JAN. 2020	237.75



Check Date	Bank	Check	Vendor Name	Description	Amount
02/12/2020	001	22223	CONSUMERS ENERGY	STREET LIGHT JAN. 2020	51.24
02/12/2020	001	22224	ELECTIONSOURCE	BALLOT TESTING CHARTS	145.00
02/12/2020	001	22225	HAMILTON'S PROPANE	PROPANE 422.1 GAL	544.51
02/12/2020	001	22226	HARTLAND AREA CHAMBER OF COMMERCE	MEMBERSHIP DUES	215.00
02/12/2020	001	22227	I.T. RIGHT, INC.	OFFICE 365 ESCHANGE ONLINE YEARLY AGREEM	864.00
02/12/2020	001	22228	IVS COMM, INC.	TWP HALL PHONE JAN. 2020	125.00
02/12/2020	001	22229	RICOH USA, INC.	COPIER LEASE 1.28.20 TO 2.27.20	124.21
02/12/2020	001	22230	RICOH USA, INC.	3935 B&W, 201 COLOR COPIES	253.82
02/12/2020	001	22231	VOYA INSTITUTIONAL TRUST COMPANY	JAN 2020 EMPLOYEE CONTRIBUTIONS	259.00
02/12/2020	001	22232	SUNSET MAINTENANCE, LLC	5 OFFICE CLEANING	400.00
02/13/2020	001	22233	EXTEND YOUR REACH	POSTAGE FOR ASSESSMENT NOTICES	1,850.00

001 TOTALS:

Total of 43 Checks:	41,718.52
Less 0 Void Checks:	0.00
Total of 43 Disbursements:	41,718.52

Bank 022 STATE BANK - PUBLIC SAFETY checking

01/29/2020	022	1176	HARTLAND AREA FIRE DEPARTMENT	2 FIRE RUNS 12.01.19 TO 12.15.19	2,838.00
02/05/2020	022	1177	HARTLAND AREA FIRE DEPARTMENT	4 FIRE RUNS 12.16.19 TO 12.31.19	5,676.00
02/05/2020	022	1178	TRANSUNION RISK DATA SOLUTIONS	PEOPLE SEARCH JAN.2020	50.00
02/12/2020	022	1179	CITY OF FENTON	5 FIRE RUNS JAN 2020	7,095.00

022 TOTALS:

Total of 4 Checks:	15,659.00
Less 0 Void Checks:	0.00
Total of 4 Disbursements:	15,659.00

Bank 102 SEWER O&M CHECKING 590

02/05/2020	102	411	LIVINGSTON COUNTY DRAIN COMM.	SEWER O&M 12.26.19 TO 1.30.20	70,884.20
02/05/2020	102	412	RICHARD NIMPHIE	REFUND OF SEWER O&M PAYMENTS	639.30
02/12/2020	102	413	TYRONE TOWNSHIP	UB BILLING DEC 2019 TO GENERAL FUND	8,370.90
02/12/2020	102	414	TYRONE TOWNSHIP	UB BILLING DEC TO SEWER DEBT	58,603.21

102 TOTALS:

Total of 4 Checks:	138,497.61
Less 0 Void Checks:	0.00
Total of 4 Disbursements:	138,497.61

Bank 108 TAX FUND FLAGSTAR

01/20/2020	108	2712	CANO PROPERTIES III LLC	2019 Win Tax Refund 4704-08-401-007	107.38
01/20/2020	108	2713	CROMAINE LIBRARY	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	5,080.43
01/20/2020	108	2714	FENTON SCHOOLS	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	79,116.47
				S2019 TAX DISBURSE 01.01.20 TO 01.15.20	89.13
					79,205.60

01/20/2020	108	2715	GISD	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	55,755.83
				S2019 TAX DISBURSE 01.01.20 TO 01.15.20	42.16
					55,797.99

Check Date	Bank	Check	Vendor Name	Description	Amount
01/20/2020	108	2716	HARTLAND CONSOLIDATED SCHOOLS	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	29,253.34
01/20/2020	108	2717	LESA	S2019 TAX DISBURSE 01.01.20 TO 01.15.20	631.20
01/20/2020	108	2718	LINDEN COMMUNITY SCHOOLS	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	20,304.20
				S2019 TAX DISBURSE 01.01.20 TO 01.15.20	31.60
					<u>20,335.80</u>
01/20/2020	108	2719	LIVINGSTON COUNTY TREASURER	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	14,001.74
				S2019 TAX DISBURSE 01.01.20 TO 01.15.20	6,143.60
					<u>20,145.34</u>
01/20/2020	108	2720	MOTT COMMUNITY COLLEGE	W2019 TAX DISBURSE 01.01.20 TO 01.15.20	52,996.51
02/05/2020	108	2721	BONICKI JOHN P & DIANE J	2019 Win Tax Refund 4704-30-202-027	9.00
02/05/2020	108	2722	CORELOGIC	2019 Win Tax Refund 4704-10-400-016	769.18
02/05/2020	108	2723	CROMAINE LIBRARY	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	5,852.86
02/05/2020	108	2724	FENTON SCHOOLS	SUMMER 2019 TAX DISBURSE 1.16.20 TO 1.30	371.06
02/05/2020	108	2725	FENTON SCHOOLS	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	127,955.46
02/05/2020	108	2726	GISD	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	17.49
02/05/2020	108	2727	GISD	SUMMER 2019 TAX DISBURSE 1.16.20 TO 1.30	563.00
02/05/2020	108	2728	GISD	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	89,595.96
02/05/2020	108	2729	HARTLAND CONSOLIDATED SCHOOLS	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	33,701.22
02/05/2020	108	2730	LINDEN COMMUNITY SCHOOLS	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	215.33
02/05/2020	108	2731	LINDEN COMMUNITY SCHOOLS	SUMMER 2019 TAX DISBURSE 1.16.20 TO 1.30	652.28
02/05/2020	108	2732	LINDEN COMMUNITY SCHOOLS	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	56,050.25
02/05/2020	108	2733	LIVINGSTON COUNTY TREASURER	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	52.44
02/05/2020	108	2734	LIVINGSTON COUNTY TREASURER	SUMMER 2019 TAX DISBURSE 1.16.20 TO 1.30	7,882.53
02/05/2020	108	2735	LIVINGSTON COUNTY TREASURER	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	21,548.78
02/05/2020	108	2736	MORTGAGE CONNECT	2019 Win Tax Refund 4704-10-301-001	770.37
02/05/2020	108	2737	MOTT COMMUNITY COLLEGE	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	238.29
02/05/2020	108	2738	MOTT COMMUNITY COLLEGE	WINTER 2019 TAX DISBURSE 1.16.20 TO 1.30	85,699.63
02/05/2020	108	2739	STATE OF MICHIGAN	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	142.70
02/05/2020	108	2740	TYRONE TOWNSHIP	IFT WINTER 2019 TAX DISB 1.16.20 TO 1.30	82.43

108 TOTALS:

Total of 29 Checks:	695,723.85
Less 0 Void Checks:	0.00
Total of 29 Disbursements:	<u>695,723.85</u>

Bank 203 TRUST & AGENCY 701 CKG

02/12/2020	203	1818	LIVINGSTON COUNTY TREASURER	SPECIFIC MOBILE HOME TAX & SET JAN 2020	1,252.50
02/12/2020	203	1819	TYRONE TOWNSHIP	SPECIFIC MOBILE HOME TAX & SET JAN 2020	250.73

203 TOTALS:

Total of 2 Checks:	1,503.23
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	<u>1,503.23</u>

REPORT TOTALS:

Total of 82 Checks:	893,102.21
Less 0 Void Checks:	0.00
Total of 82 Disbursements:	<u>893,102.21</u>

# COMMUNICATION #1

**TYRONE TOWNSHIP PLANNING COMMISSION**  
**REGULAR MEETING SYNOPSIS**  
**February 11, 2020 7:00 p.m.**

**Present:** Mark Meisel, Dave Wardin, Kurt Schulze, Rich Erickson, Dan Stickel, and Bill Wood.

**Absent:** Perry Green

Approved the agenda as presented.

**APPROVAL OF THE MINUTES:**

1) November 12, 2019 Regular Meeting – Were approved as presented.

**OLD BUSINESS:**

- 1) Proposed Sign Regulation Amendments Returned by the Township Board – Were deferred to a future meeting.
- 2) Proposed Amendments to Sight Line Regulations – Were deferred to a future meeting.

**NEW BUSINESS:**

- 1) Betley Sight Line Determination for a New Home on Runyan Lake Road – Additional information was requested of the applicant due to concerns expressed by adjacent neighbors.
- 2) Betley Temporary Structure Use During Construction – Was tabled pending receipt of additional sight line determination information since that may affect feasibility.
- 3) Open Space Regulations Review and Consolidation – Began review and draft of proposed amendments.

**MISCELLANEOUS BUSINESS:**

- 1) Other Business Items: Scheduled a workshop meeting for Thursday, 2/20/2020, at 6:00 PM

**ADJOURNMENT:** The meeting adjourned at 10:01 P.M.

# COMMUNICATION #2

1                                   **TYRONE TOWNSHIP PLANNING COMMISSION**  
2                                   **REGULAR MEETING MINUTES**  
3                                   **November 12, 2019 7:00 p.m.**

4  
5 **PRESENT:** Mark Meisel, Dave Wardin, Kurt Schulze, Rich Erickson, and Dan Stickel

6  
7 **ABSENT:** Perry Green and Bill Wood

8  
9 **OTHERS PRESENT:** Tyrone Township Planner Greg Elliott and Tyrone Township Planning &  
10 Zoning Administrator Ross Nicholson

11  
12 **CALL TO ORDER (7:00 pm):** The meeting was called to order by Chairman Mark Meisel.

13  
14 **PLEDGE OF ALLEGIANCE (7:01 pm):**

15  
16 **CALL TO THE PUBLIC (7:02 pm):**

17  
18 No public comments or questions were received.

19  
20 **APPROVAL OF THE AGENDA (7:03 pm):**

21  
22 Dave Wardin made a motion to approve the agenda as presented. Kurt Schulze supported the  
23 motion. Motion carried by unanimous voice vote.

24  
25 **APPROVAL OF THE MINUTES (7:04 pm):**

26  
27 August 13, 2019 Regular Meeting & Public Hearing Minutes:

28  
29 The minutes were reviewed and minor revisions were made. Dave Wardin made a motion to  
30 approve the minutes as amended. Kurt Schulze supported the motion. Motion carried by  
31 unanimous voice vote.

32  
33 September 10, 2019 Regular Meeting Minutes:

34  
35 The minutes were reviewed and minor revisions were made. Dave Wardin made a motion to  
36 approve the minutes as amended. Kurt Schulze supported the motion. Motion carried by  
37 unanimous voice vote.

38  
39 **OLD BUSINESS #1 (7:03 pm): The Sanctuary at Tyrone Site Condominium Conditional**  
40 **Rezoning Application:**

41  
42 Chairman Meisel took a moment to thank the applicants for their attendance. He briefly  
43 summarized the application. He stated that the latest application is a revised offer for a  
44 conditional rezoning, which is to rezone the entirety of the site, inclusive of the 62-acre parcel  
45 and the 10-acre parcel from Farming Residential (FR) to Rural Estate (RE). He continued,

46 stating that the proposed unit size and layout is the same as was previously proposed- a total of  
47 thirty-six (36) 1-acre units.

48  
49 Chairman Meisel stated that there are several preliminary issues that the Planning Commission  
50 has with the application. He indicated that there is the statutory Cluster Development Option  
51 (CDO) issue. He stated that the total developable area of 72-acres, once the detention pond and  
52 private road system are subtracted, would not be meet the minimum fifty-percent (50%) open  
53 space requirement set forth in the Zoning Ordinance and the Michigan Zoning Enabling Act  
54 (MZEA). He also indicated that the Planning Commission has some concerns regarding the  
55 wetland areas, specifically “Unregulated Wetland B” which would exist on units 4 and 5. He  
56 indicated that they would like verification that the wetland is unregulated by the Michigan  
57 Department of Environment, Great Lakes, and Energy (EGLE). He also indicated that the  
58 Planning Commission has concerns that, due to the impact of the wetland area on the building  
59 envelopes of Units 4 & 5, it may not be possible to erect accessory structures.

60  
61 The Planning Commission continued to review the plans and provide feedback to the applicants.  
62 Dave Wardin stated that Units 13, 14, and 15 would need to be revised on the drawings because  
63 lot open space area is depicted within the building envelopes. He also indicated that  
64 “Unregulated Wetland B” is considered to be a lake by definition of the Zoning Ordinance, and  
65 therefore, the front yard setbacks should be a minimum of fifty-feet (50’), which is currently not  
66 shown on the drawings. The Planning Commission briefly discussed minimum requirements for  
67 determining the status of the wetland areas present on the site. The applicants indicated that  
68 there is a wetlands study that had previously been performed to determine the status of the  
69 wetland on site. The indicated that they would check their records and forward all available  
70 information on the wetlands to the Planning Commission.

71  
72 Discussion between the applicants and the Planning Commission regarding wetlands status and  
73 open space calculations ensued. Dan Boss indicated that they would address some of the lot area  
74 open space issues that had been brought up and will provide the wetland delineation information  
75 as soon as possible. He requested clarification on remaining concerns. Chairman Meisel  
76 indicated that the land area and open space calculations (pertaining to CDO) were the biggest  
77 concerns since the Planning Commission cannot violate the Zoning Ordinance of MZEA in  
78 review/approval of an application. Dan Boss stated that they had previously received approval  
79 for thirty-two (32) units on a sixty-two (62) acre site. He continued, stating that if the property is  
80 rezoned from FR to RE, they should be able to develop forty-one units on the 72-acre site. He  
81 stated that they are not requesting to develop 41 units, but 36 instead- which should be consistent  
82 with what was previously granted approval. He stated that the latest plan was designed based on  
83 logic. Chairman Meisel reiterated that the previous plan had received concept plan approval,  
84 which is substantially different than final approval. While it was not final approval, approval  
85 was granted for the concept plan, right or wrong. He continued, stating that the primary concern  
86 is that the development would be of greater density than what is permitted in the FR zoning  
87 district. He stated that the future land use map in the Master Plan calls for future zoning in the  
88 area for residential lots between 1.5 and 3 acres minimum. He stated that the proposed  
89 development is essentially requesting R-2 (Single Family Residential) lot sizes in the FR district.  
90 He asked Dan Boss about potentially reducing the size of the development by several units to  
91 meet the minimum CDO open space requirements. Dan Boss replied, stating that they will not

92 consider reducing the number of proposed units. The Planning Commission discussed the open  
93 space calculations with the applicants including whether or not the areas reserved for the  
94 community septic system and the detention pond can be included as open space. Chairman  
95 Meisel stated that it would be a deviation from the MZEA requirements for open space to include  
96 the community septic system and the detention pond since the areas would be significantly  
97 altered and would need to be utilized and maintained as common elements of the condominium.  
98 Dave Wardin stated that he believes the open space calculation of 52% would be less than 50%  
99 after the community septic system and the detention pond are subtracted. He requested some  
100 additional information on the open space calculations from the applicants.

101  
102 Chairman Meisel asked if there is a way to alter the unit boundaries to provide for the additional  
103 open space area required for CDO. Dan Boss stated that it may be possible, however, it would  
104 not be without reducing the unit sizes to under one acre. He continued, stating that they designed  
105 the open space to act as a buffer between the development and existing properties and preserve  
106 the natural features and it would not be desirable for them to create units under one acre in area.  
107 Greg Elliott pointed out that it would be possible to permit lots under one acre in area if the  
108 conditional rezoning from FR to RE is granted. The Planning Commission briefly discussed the  
109 proposed stormwater management system with the applicants.

110  
111 Chairman Meisel summarized the discussions on open space calculations, wetland delineation,  
112 and the conditional rezoning offer. He stated that there are several elements which need to be  
113 addressed for which additional information is required including; (1) a current wetland  
114 delineation study, (2) additional information on the proposed open space demonstrating that it  
115 would fulfill all statutory requirements, (3) discussion with the Township Board on the offer  
116 being presented for the conditional rezoning. He stated that if all of the pending issues are  
117 resolved, it is possible that a public hearing for the application can be scheduled during the  
118 month of December.

119  
120 *The item was closed at 8:05 pm.*

121  
122 *Dave Wardin made a motion to suspend the order of business, moving Old Business #2 (Pool*  
123 *Covers) above all other business items. Kurt Schulze supported the motion. Motion carried by*  
124 *unanimous voice vote.*

125  
126 **OLD BUSINESS #3 (8:06 pm): Pool Covers:**

127  
128 Chairman Meisel opened the discussion with a summary of where the Planning Commission had  
129 left off. The Planning Commission briefly discussed the ASTM International (formerly known  
130 as the American Society for Testing and Materials) safety standards pertaining to pool safety  
131 covers, specifically their use as an alternative to fenced pool enclosures with self-latching gates.  
132 The Planning Commission discussed ASTM-compliant pool covers verses fenced enclosures  
133 from a maintenance and longevity perspective. It was determined that ASTM-compliant pool  
134 covers typically have a life-span of between five (5) and ten (10) years before they need to be  
135 replaced/refurbished. The Planning Commission discussed potential pros and cons of ASTM-  
136 compliant safety covers. It was noted that such pool covers have limited weight capacities and



137 that excessive snow loads during the winter could potentially damage, destroy, or otherwise  
138 render them inoperable.

139

140 Don Peitz (resident in attendance) stated that the principal issue behind pool safety in general is  
141 whether or not safety devices are utilized. He pointed out that a fenced enclosure with self-  
142 latching gate is useless unless the gate is kept closed as a safety cover is if left open. The  
143 Planning Commission briefly discussed. It was determined that additional research would be  
144 necessary prior to continuing discussion.

145

146 *The item was closed at 8:22 pm.*

147

148 **OLD BUSINESS #1 (8:23 pm): The Sanctuary at Tyrone Site Condominium Conditional**  
149 **Rezoning Application:**

150

151 Chairman Meisel reopened discussion on the Sanctuary at Tyrone Conditional Rezoning  
152 application. The Planning Commission briefly discussed the application and worked on drafting  
153 a response to the applicants. The Planning Commission determined that they would need to  
154 discuss in further detail with the Township Officers, specifically pertaining to the concessions  
155 being offered as conditions for the proposed rezoning.

156

157 *The item was closed at 9:12 pm.*

158

159 **NEW BUSINESS #1 (9:13 pm): Highland Township Master Plan Notice:**

160

161 The Planning Commission briefly discussed the master plan notice received from Highland  
162 Township. It was agreed this was good for informational purposes, but since the two townships  
163 do not share a border it is unlikely any adverse impact would arise, but we will continue to  
164 monitor the changes.

165

166 *The item was closed at 9:16 pm.*

167

168 **MISCELLANEOUS BUSINESS #1 (9:16 pm): Next Workshop Meeting:**

169

170 A workshop meeting was scheduled for November 20, 2019, beginning at 6:00 pm.

171

172 *The meeting was adjourned at 9:18 pm.*

# COMMUNICATION #3

## EMERGENCY SERVICES BILLED TO TYRONE TOWNSHIP

	CITY OF FENTON		FENTON TWP		HARTLAND		MONTHLY \$ TOTALS	BILLABLE
	# RUNS	\$1,419.00	# RUNS	\$1,419.00	# RUNS	\$1,419.00		
	# MEDICAL	\$400.00	# MEDICAL	\$400.00	# MEDICAL	\$400.00		
	#EXCEPTION	\$500.00	#EXCEPTION	\$500.00	#EXCEPTION	\$500.00		
Apr-19	1 Excp 8	\$10,433	4	\$5,676	5	\$7,095	\$23,204	\$0
May-19	(3)-1 Med 14	\$19,866	5	\$7,095	7	\$9,933	\$36,894	\$3,238
Jun-19	(1)-1 Excp 13	\$17,528	(2) 4	\$5,676	(3) 7	\$9,933	\$33,137	\$8,514
Jul-19	(2)-1 Excp 12	\$16,109	(2)-1 Med 11	\$15,609	(7) 15	\$21,285	\$53,003	\$14,590
Aug-19	(5) 1 Excp 17	\$23,204	(1) 7	\$9,933	4	\$5,676	\$38,813	\$8,514
Sep-19	(1) 7	\$9,933	(1) 6	\$8,514	(1) 15	\$21,285	\$39,732	\$4,257
Oct-19	(1) 13	\$18,447	3	\$4,257	10	\$14,190	\$36,894	\$1,419
Nov-19	(3) 12	\$17,028	(1) 9	\$12,711	(1) 16	\$22,704	\$52,443	\$7,095
Dec-19	(2) 1 Med 10	\$14,190	(1) 5	\$7,095	6	\$8,514	\$29,799	\$3,238
Jan-20								
Feb-20								
Mar-20								
Excp								
MED	<u>1</u>							
<b>YTD TOTALS</b>	106	\$146,738	54	\$76,626	85	\$120,615	\$343,919	\$50,865
<b>YTD RUNS</b>								38
<b>YTD Excp</b>	4	\$2,000						
<b>YTD MED</b>	2	\$400	1	\$400				1

## FENTON TOWNSHIP OUTSTANDING FIRE RUNS

INCIDENT DATE	INCIDENT #	BALANCE	STATUS
Jul-17	17380	\$400.00	COLLECTIONS
Aug-18	18450	\$1,419.00	COLLECTIONS
Oct-18	18528	\$1,419.00	COLLECTIONS
Oct-18	18534	\$1,419.00	COLLECTIONS
Dec-18	18628	\$1,419.00	COLLECTIONS
Jun-19	19296	\$1,419.00	COLLECTIONS
Jun-19	19310	\$709.50	COLLECTIONS
Jun-19	19310	\$709.50	COLLECTIONS
Jul-19	19397	\$1,419.00	COLLECTIONS
Jul-19	19403	\$300.00	COLLECTIONS
Aug-19	19469	\$1,419.00	INVOICED
Nov-19	19608	\$1,419.00	INVOICED

**CITY OF FENTON OUTSTANDING FIRE RUNS**

<b>INCIDENT DATE</b>	<b>INCIDENT #</b>	<b>BALANCE</b>	<b>STATUS</b>
Jul-17	306	\$710.00	PAYMENT PLAN
Feb-18	80	\$505.00	PAYMENT PLAN
Jul-19	225	\$1,019.00	INVOICED
Aug-19	327	\$1,319.00	INVOICED
Oct-19	401	\$1,419.00	INVOICED
Nov-19	447	\$1,419.00	INVOICED
Nov-19	454	\$1,419.00	INVOICED
Nov-19	466	\$1,419.00	INVOICED
Dec-19	486	\$1,419.00	INVOICED
Dec-19	499	\$400.00	INVOICED
Jan-20	3	\$1,419.00	INVOICED

**CITY OF FENTON OUTSTANDING FIRE RUNS**

	A	B	C	D
1	INCIDENT DATE	INCIDENT	BALANCE	STATUS
2				
3				
4	Feb-16	53	\$1,391.00	COLLECTIONS
6	Apr-14	176	\$819.00	COLLECTIONS
7	Feb-16	62	\$1,391.00	COLLECTIONS
9	Mar-16	76	\$1,391.00	COLLECTIONS
10	Aug-15	283	\$350.00	COLLECTIONS
11	Oct-15	354	\$390.00	COLLECTIONS
12	Jun-16	197	\$1,391.00	COLLECTIONS
13	Jun-16	225	\$1,391.00	COLLECTIONS
14	Jun-16	226	\$1,391.00	COLLECTIONS
15	Jul-16	235	\$260.94	COLLECTIONS
16	Jul-16	285	\$1,391.00	COLLECTIONS
17	Jul-16	296	\$1,391.00	COLLECTIONS
18	Aug-16	322	\$1,391.00	COLLECTIONS
19	Sep-16	371	\$1,391.00	COLLECTIONS
20	Aug-16	436	\$1,391.00	COLLECTIONS
23	Nov-16	461	\$1,391.00	COLLECTIONS
24	Jan-17	49	\$1,391.00	COLLECTIONS
25	Mar-17	119	\$1,391.00	COLLECTIONS
26	Mar-17	120	\$400.00	COLLECTIONS
27	Mar-17	125	\$1,391.00	COLLECTIONS
28	Jun-17	235	\$1,405.00	COLLECTIONS
29	Jul-17	323	\$400.00	COLLECTIONS
30	Jul-17	328	\$1,405.00	COLLECTIONS
31	Oct-17	414	\$700.52	COLLECTIONS
32	Oct-17	426	\$1,405.00	CH. 7
33	Oct-17	431	\$1,405.00	COLLECTIONS
34	Nov-17	468	\$1,405.00	COLLECTIONS
35	Nov-17	483	\$1,405.00	COLLECTIONS
36	Jan-18	22	\$1,405.00	COLLECTIONS
37	Jan-18	27	\$1,405.00	COLLECTIONS
38	Mar-18	117	\$1,405.00	COLLECTIONS
39	Jul-18	296	\$1,419.00	COLLECTIONS
40	Aug-18	345	\$352.00	COLLECTIONS
41	Nov-18	438	\$1,419.00	COLLECTIONS
42	Nov-18	484	\$1,419.00	COLLECTIONS
43	Apr-18	161	\$1,024.00	COLLECTIONS
44	May-19	163	\$1,419.00	COLLECTIONS
45	May-19	164	\$400.00	COLLECTIONS
46	Aug-19	272	\$1,419.00	COLLECTIONS
47	Aug-19	299	\$1,419.00	COLLECTIONS
48	Aug-19	323	\$1,419.00	COLLECTIONS
49	Sep-19	372	\$1,419.00	COLLECTIONS

## HARTLAND OUTSTANDING FIRE RUNS

INCIDENT DATE	INCIDENT #	BALANCE	STATUS
Dec-11	11-999	\$765.00	PAYMENT PLAN
Aug-13	13-499	\$148.00	COLLECTIONS
Sep-16	16-529	\$1,391.00	COLLECTIONS
Sep-16	16-530	\$1,391.00	COLLECTIONS
Oct-16	16-581	\$1,391.00	COLLECTIONS
17-Sep	17-660	\$1,405.00	COLLECTIONS
Dec-17	17-814	\$1,405.00	COLLECTIONS
Dec-17	17-869	\$1,405.00	COLLECTIONS
Jan-18	18-056	\$1,405.00	COLLECTIONS
Mar-18	18-189	\$1,405.00	COLLECTIONS
Jun-18	18-370	\$1,419.00	COLLECTIONS
Aug-18	18-598	\$1,419.00	COLLECTIONS
Dec-19	18-817	\$1,419.00	COLLECTIONS
Jun-19	19-366	\$1,419.00	COLLECTIONS
Jun-19	19-376	\$1,419.00	COLLECTIONS
Jul-19	19-513	\$1,419.00	COLLECTIONS
Nov-19	19-840	\$1,419.00	INVOICED



PO BOX 158  
 HARTLAND, MI 48353-0158  
 800-931-3711  
 www.ucscollections.com

**Closed Report**  
 Accounts Closed From 12/1/2019 Thru 12/31/2019

RECEIVED  
 FEB 05 2020

TYR001  
 TYRONE TOWNSHIP FIRERUNS  
 Attn: MARIAN KRAUSE  
 10408 CENTER ROAD

FENTON, MI 48430

Reference #	Close Reason	Account Name	Assign Date	Closed Date	Amount Cancelled
	BANKRUPTCY NO ASSETS	TESH,SEAN DEAN	05/01/19	12/17/19	1,419.00
	Bankruptcy: Chapter 7 Case # 19-32833 Ffile Date 11/30/2019 Attorney DICKRON BOHIKIAN Phone 810-494-7172				
0000426	BANKRUPTCY NO ASSETS	CLEES,EDWARD MICHAEL	02/28/18	12/17/19	1,405.00
	Bankruptcy: Chapter 7 Case # 19-47496 Ffile Date 5/16/2019 Attorney MORRIS B LEFKOWITZ Phone 248-559-0180				
Totals	2				







**Closed Report**  
Accounts Closed From 12/1/2019 Thru 12/31/2019

PO BOX 158  
HARTLAND, MI 48353-0158  
800-931-3711  
www.ucscollections.com

TYR001  
TYRONE TOWNSHIP FIRERUNS  
Attn: MARIAN KRAUSE  
10408 CENTER ROAD

FENTON, MI 48430

Reference #	Close Reason	Account Name	Assign Date	Closed Date	Amount Cancelled
0000440	UNCOLLECTIBLE	RICE,KEVIN	08/09/16	12/13/19	1,360.00
Totals	1				





UNIVERSAL CREDIT SERVICES, INC  
 P.O. BOX 133  
 HARTLAND, MI 48353  
 800-931-3711

1

INVOICE 030986  
 01/02/20

\* RECAP \*

**RECEIVED**  
 FEB 05 2020

No. 118

UN10  
 TYR001 TYRONE TOWNSHIP FIRERUNS  
 ATTN:MARIAN KRAUSE  
 NNEDNN 10408 CENTER ROAD  
 FENTON, MI 48430

Date	Name / Ref No.	Sts	COLLECTIONS Pd You Pd Us	Our Comm	Remain Princ	Net Amt Due
	*Totals*			31.50		118.50-
	*Totals*		150.00			

Gross Collections This Cycle.....\$150.00

Total Enclosed Checks.....\$118.50

# **NEW BUSINESS #1**

**Sale of Center Rd. township hall property**

*No documents attached.*

**NEW BUSINESS #2**

**RESOLUTION #200201**  
**TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**ESTABLISHING GUIDELINES FOR GRANTING OF POVERTY EXEMPTIONS  
FROM PROPERTY TAXES**

**WHERE AS**, the adoption of guidelines for poverty exemptions is required of the Township Board; and

**WHERE AS**, the principle residence of persons, who the Supervisor and Board of Review determines by reason of poverty to be unable to contribute to the public charge, is eligible for exemption in whole or in part from taxation under Public Act 390 of 1994 (MCL 211.7u); and

**WHERE AS**, pursuant to P.A. 390 of 1994, the Township of Tyrone, Livingston County adopts the following guidelines for the Board of Review to implement. The guidelines shall include but not be limited to the specific income and asset levels of the claimant and all persons residing in the household, including any property tax credit returns, filed in the current or immediately preceding year;

**THEREFORE, BE IT RESOLVED THAT** to be eligible, a person shall do all of the following on an annual basis:

1. Be an owner of and occupy as a principle residence the property for which an exemption is requested.
2. Meet the federal poverty income guidelines as defined and determined annually by the United States Department of Health and Human Services shown in Attachment A.
3. File a claim with the Supervisor/Assessor or Board of Review, accompanied by federal and state income tax returns for all persons residing in the principal residence, including any property tax credit returns filed in the immediately preceding year or in the current year or a signed State Tax Commission Form 4988, Poverty Exemption Affidavit.
4. File a claim reporting that the combined assets of all persons do not exceed the current guidelines shown in Attachment B. Assets include but are not limited to, real estate other than the principal residence, personal property, motor vehicles, recreational vehicles and equipment, certificates of deposit, savings accounts, checking accounts, stocks, bonds, life insurance, retirement funds, etc.
5. Produce a valid driver's license or other form of identification if requested.
6. Produce, if requested, a deed, land contract, or other evidence of ownership of the property for which an exemption is requested.

7. The application for an exemption shall be filed after January 1, but one day prior to the last day of the December Board of Review. The filing of this claim constitutes an appearance before the Board of Review for the purpose of preserving the right of appeal to the Michigan Tax Tribunal.

**BE IT FURTHER RESOLVED THAT** that the Supervisor/Assessor and Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption, unless the Board of Review determines there are substantial and compelling reasons why there should be a deviation from the policy and federal guidelines and these reasons are communicated in writing to the claimant.

**ATTACHMENT A**

<b>POVERTY LEVEL GUIDELINE FOR 2020 TAX YEAR</b>	
<b>Size of Family Unit</b>	<b>Household Income</b>
1	\$12,490
2	\$16,910
3	\$21,330
4	\$25,750
5	\$30,170
6	\$34,590
7	\$39,010
8	\$43,430
For each additional person	\$4,420

**ATTACHMENT B**

**Asset Test**

The Township of Tyrone's cumulative value of assets allowed for a Poverty Exemption shall be \$10,000. The purpose of an asset test is to determine the resources available: cash, fixed assets or other property that could be converted to cash and used to pay property taxes in the year the poverty exemption is filed. A list of "assets" includes, but is not limited to:

- A second home, land, vehicles.
- Recreational vehicles such as campers, motor-homes, boats, and ATV's.
- Buildings other than the residence.
- Jewelry, antiques, artwork.
- Equipment, other personal property of value.
- Bank accounts, stocks.
- Money received from the sale of property, such as stocks, bonds, a house or car (unless a person is in the specific business of selling such property).
- Withdrawals from bank deposits and borrowed money (including reverse mortgage's).
- Gifts, loans, lump-sum inheritances and one-time insurance payments.
- Food or housing received in lieu of wages and the value of food and fuel produced and consumed on farms.

- Federal non-cash benefits programs such as Medicare, Medicaid, food stamps, and school lunches.

“Assets” do not include the value of the principal residence and do not include the homestead property tax credit as it is not to be considered income for poverty exemptions purposes. Assets exempt from consideration are the homesteaded property with furnishings and one motor vehicle. That motor vehicle shall be valued no greater than \$10,000.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** February 18, 2020

#### **CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on February 18, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

---

Marcella Husted  
Township Clerk

**NEW BUSINESS #3**



**TYRONE TOWNSHIP ORDINANCE NO. 24  
EMERGENCY RESPONSE COST RECOVERY**

**RESOLUTION #200202**

An ordinance establishing an emergency response cost recovery for the Township of Tyrone by adding the emergency response cost recovery charges provisions enacted under Act 33 of Public Acts of 1951 as amended, Public Act 102 of 1990 as amended (Compiled Laws 41.806(a) et seq., MCL 41.805; MCL 41.806(a) et. seq., MCL 29.1 et. seq.; MCL 42.15 et.seq.)

The Township of Tyrone, County of Livingston, State of Michigan ordains as follows:

This ordinance is adopted for the purpose of providing financial assistance to the Township of Tyrone for the provision of fire and emergency services through charging for direct benefits received for emergency services of police, fire, rescue, emergency medical services and emergency cleanup and hazmat services.

Charges by resolution the Township of Tyrone pursuant to Act 33 of Public Acts of 1951 as amended, Public Act 102 of 1990 as amended (Compiled Laws 41.806(a) et seq., MCL 41.805; MCL 41.806(a) et. seq., MCL 29.1 et. seq.; MCL 42.15 et.seq.) hereby authorizes the collection of charges for specific emergency services. The emergency services to be covered and the actual amount of the charges shall be established by resolution of the Tyrone Township Board from time to time. These charges shall be due and payable to the Township of Tyrone for the services as stated within said resolutions. The resolution may contain various categories of charges for services such as, but not limited to, false alarms, fire inspection services, grass fires, rubbish fires, automobile fires, house fires, fires at commercial establishments, fires at industrial and manufacturing establishments, hotel or motel fires, aircraft fires, truck fires, forest fires, emergency rescue services, standby rescue or fire services for special events, resuscitator services, swimming pool services and other services including spills, release or discharge of hazardous materials, or the improper handling or storage of hazardous materials, and other services as may be specifically enumerated in the resolution. Categories of cost may also be established for services based on geographic location and residence status of the benefiting party.

**EMERGENCY RESPONSE COST RECOVERY**

**Section I-Definitions.**

The following words, terms, and phrases, when used in this article, shall have the meanings ascribed to them in this section, except to where the context clearly indicates a different meaning.

Assessable costs mean the reasonable costs incurred by the township, or by a private person, corporation, or other assisting government agency, operating at the request or direction of the

township, in connection with an emergency response. The term "assessable costs" includes, but is not limited to:

- (1) The costs of providing police, fire, rescue, and emergency medical services at the scene of an emergency response.
- (2) All salaries, wages, and compensation of responding, supervising, investigating, reporting, and testifying township personnel where such services are required by an emergency response, the investigation or an emergency response incident or any prosecution brought in connection with such an incident.
- (3) All salaries, wages, and compensation of responding, supervising, investigating, reporting, and testifying personnel of any assisting government agencies acting at the request or direction of the township where such services are required by an emergency response, the investigation or an emergency response incident or any prosecution brought in connection with such an incident.
- (4) All costs, expenses, and fees, including actual expert witness and attorney fees, incurred in connection with the prosecution of the responsible party.
- (5) The replacement cost of all disposable materials and supplies used in connection with an emergency response.
- (6) The actual replacement cost of any equipment lost or rendered beyond reuse or repair during an emergency response.

Emergency response means the providing, sending, and/or utilizing of police, fire fighting, and/or medical and rescue services by the township, or by a private entity, corporation, or other assisting government agency operating at the request or direction of the township or the State of Michigan, to an incident presently of serious and urgent threat to human life, public safety and welfare, real, or personal property.

Responsible party means any person, firm, corporation, association, partnership, commercial entity, consortium, joint venture, government entity, or other legal entity whose actions or inactions causes or contributes to an occurrence resulting in an emergency response, or any owner, tenant, occupant or party in control of real or personal property from which, on which, or related to which there is an emergency response and the heirs, estates, successors, and assigns of such owners, tenants, occupants, or parties.

Specialized response resources mean equipment, supplies, vehicles, and specially trained personnel that may be utilized to provide emergency response services or mitigation in connection with a specialized response.

## **Section 2-Findings and purpose.**

The township finds that a significant and continuous potential exists for emergency response incidents, including those involving specialized response resources that will place a substantial financial and operational burden upon police, fire fighting, rescue, and emergency medical services. The township finds that this Chapter is necessary to fairly allocate the costs resulting from such incidents among those responsible for them. The township further finds that this Chapter is necessary to establish policy and set forth the methods by which it may recover costs incurred in making emergency responses and providing services in connection with same, pursuant to State law, including Public Act 33 of 1951, being MCL 41.801 et. Seq.

## **Section 3-Liability for emergency response.**

- (a) The township may recover all assessable costs relating to an emergency response from any or all responsible parties jointly or severally.
- (b) Properties and services that the township on an incident basis may exempt from the foregoing assessable costs are false alarms, emergency fire responses caused by railroad trains or involving municipal, school district, or state owned buildings, grounds, or property, and emergency fire and specialized response resources expended outside the territorial limits of the township under a mutual aid contract/agreement with another municipality.
- (c) The township supervisor, or designee, shall determine the total assessable cost and shall, in consultation with other township personnel involved in responding to the emergency response for which cost recovery may be sought, determine whether to assess all or part of such costs against any responsible party. The factors considered in making such a determination include, but not limited to, the following:
  - (1) The total assessable costs.
  - (2) The risk the emergency response imposed on the township, its residents, and their property.
  - (3) Whether there was an injury or damage to person or property, and the extent of such injury or damage.
  - (4) The extent to which the emergency response required an unusual or extraordinary use of township personnel and equipment.
  - (5) Whether there was any damage done to the environment and the extent of such damage.
  - (6) Such other factors, as the township deems appropriate.
- (d) Assessable costs may be allocated among and between responsible parties, including allocating all or some assessable costs jointly and severally against more than one

responsible party, regardless of whether a responsible party has liability for those costs in addition to that imposed by this Article.

- (e) A determination not to assess costs pursuant to this Ordinance shall in no way limit, extinguish, or constitute a defense to the liability of any responsible party to any third party.
- ~~(e)~~(f) Non-applicability of No Fault Act. This article provides authority to the township to collect "cost recovery charges" for fire and emergency services provided by the township, and within the township, to a responsible person(s). No claim under this Article is for, or relates to, property damage(s). Michigan's No Fault Act, as amended, MCL 500.3101 et seq., does not apply to, conflict with, or preempt this article.

#### **Section 4-Billing and collection of assessable costs and late payment fees.**

- (a) Upon a determination to assess costs made pursuant to this Ordinance, the township or designee shall submit an itemized invoice, by first class mail or personal service, to each responsible party. Invoices for assessable costs will be due and payable within thirty (30) days of the date of mailing. Thereafter a late payment fee equal to one percent (1%) per month of the unpaid balance shall be assessed, added to the total unpaid balance, and collected in the same manner as assessable costs.
- (b) If a responsible party appeals an assessment of costs, and that assessment is upheld in whole or in part, the costs upheld shall be due and payable within thirty (30) days from the date of determination of the appeal and late payment fees shall thereafter apply as provided in subsection (a) of this section.
- (c) The township may proceed by action in any court of competent jurisdiction to collect any assessable costs due and owing under the provisions of this Ordinance and it shall have all remedies provided by law in connection with the collection of same.

#### **Section 5-Appeals of assessable costs to township supervisor.**

- (a) Any responsible party may appeal a determination and invoice of assessable costs as provided for in this section. Within fourteen (14) calendar days of the date of the invoice, the responsible party shall deliver, or cause to be delivered, a written request to meet with the Township Supervisor or designee. This request must include the current address and telephone number of the responsible party and specify all objections to the assessment determination. Any reason, basis, or argument challenging that determination which is not set forth in the request shall be deemed waived by the responsible party.
- (b) Within fourteen (14) calendar days after receipt of a request satisfying the requirements of subsection (a) of this Section, the township will notify the responsible party of the time, date and place of a meeting at which that party's objections will be considered by

the Supervisor or designee. The responsible party's failure to attend this meeting will constitute a waiver of that party's objections to the assessment determination.

- (c) The Supervisor or designee may, at the conclusion of the meeting with the responsible party, or within a reasonable time thereafter, reduce, increase, set aside, or leave unchanged the determination of the assessable costs. Written notification of the decision made by the Supervisor or designee will be mailed to the responsible party at the address provided by the responsible party.

### **Section 6-Appeals of Township Supervisor's decision to Township Board.**

- (a) The decision of the Supervisor or designee to reduce, increase, or leave unchanged a determination of assessable costs may be appealed to the Township Board if the responsible party has fully complied with Section 5, above and files a written request for Township Board review with the Township Clerk no later than fourteen (14) calendar days after the date of the written notification of the decision sought to be appealed.
- (b) Upon receipt of a request for Township Board review, the Township Clerk will place the appeal on the agenda of a regularly scheduled Township Board meeting which is at least fourteen (14) calendar days after the date the responsible party's request for Township Board review is received.
- (c) On appeal of a determination of assessable costs to the Township Board the responsible party shall appear before the board in person or through a designated representative; limit objections only to those set forth in the written request as required by Section 5; and have the burden of proving, by a preponderance of relevant facts, that the determination appealed from is erroneous in whole or in part.
- (d) On appeal of a determination of assessable costs, the Township Board shall, within a reasonable time, reverse, affirm, or modify the determination. The decision of the Township Board shall be final when made.
- (e) The Township Clerk shall notify the responsible party of the Township Board's decision on appeal. The date of notification does not constitute the date of decision.

### **Section 7-Severability.**

If any section, subsection, clause, paragraph, or provision of this Chapter shall be adjudged invalid by a Court of competent jurisdiction, such adjudication shall only apply to the portion adjudicated invalid, and the remainder of this Chapter shall remain in full force and effect.

### **Section 8-Savings clause.**

All proceedings pending and all rights and liabilities existing acquired, or incurred at the time

this Article takes effect are hereby saved, and such proceedings may be continued and concluded under and according to the ordinances in force at the time such proceedings are, or were, commenced.

This Article shall not be construed to alter, affect, or abate any pending proceeding or prevent proceedings hereafter instituted under any ordinance in existence prior to the effective date of same. All proceedings instituted after the effective date of this Article for any liabilities arising before the effective date of this Article may be continued or instituted under and in accordance with the provisions of any ordinance in force at the time of the event giving rise to liability.

**Section 9-Effective date.**

This ordinance shall become effective upon publication after final adoption.

**RESOLVED BY:**  
**SUPPORTED BY:**

**VOTE:**

**ADOPTION DATE:** February 18, 2020

**CERTIFICATION OF THE CLERK**

The undersigned, being the duly qualified and acting Clerk of Tyrone Township, Livingston County, Michigan, hereby certifies that (1) the foregoing is a true and complete copy of a resolution adopted by the Township Board at a regular meeting, held on February 18, 2020, at which meeting a quorum was present and remained throughout, (2) the original thereof is on file in the records in my office, (3) the meeting was conducted, and public notice thereof was given, pursuant to and in full compliance with the Open Meetings Act (Act No. 267, Public Acts of Michigan, 1976, as amended) and (4) minutes of such meeting were kept and will be or have been made available as required thereby.

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Marcella Husted  
Tyrone Township Clerk

**NEW BUSINESS #4**

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR LAUREL SPRINGS SUBDIVISION**

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This agreement made this 18th day of February 2020, by and between Tyrone Township, Livingston County, Fenton, Michigan (hereafter called "Township") and Dougie's Disposal Inc. (hereafter called "Company") as follows:

1. **SERVICES.** The Company will provide weekly curbside waste collection for the residents of Laurel Springs Subdivision, weekly curbside recycling, and weekly season yard waste. Yard waste collections will run from April 1 through October 31. The Township will provide the Company with the addresses of residents that are covered by the Special Assessment District or as updated from time to time to add new construction or remove demolished properties.

2. **COMPENSATION.** The Township will pay to the Company a monthly waste collection fee at the following rate schedule.

Year One	\$40.00/quarter/residential property
Year Two	\$40.00/quarter/residential property
Year Three	\$40.00/quarter/residential property

Yard waste up to 2 bags will be included in the above quarterly rate. All yard waste bags after 2 bags will be billed directly to the resident at \$.50 per bag.

In addition, the Township will pay the Company a Fuel Recovery Fee of \$0.04 per residential property for each full \$0.10/gallon increase in diesel fuel over \$3.50 a gallon. The price of diesel fuel will be determined by the published diesel fuel price on the US Energy Information System for the Midwest area web site [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp).

The Diesel Fuel Recovery Fee will be calculated for the next month by using the last published date at the above web site prior to the upcoming months billing cycle. The Company will submit an invoice for the upcoming month's collection fee plus the Diesel Fuel Recovery Fee times the number of residents to the Township by the 5<sup>th</sup> of each month.

3. **TERM.** The term of this Agreement shall be for a period commencing April 1, 2020 and it shall continue thereafter until March 31, 2023.

The term of this agreement may be extended additional year(s) by mutual consent.

This agreement may be terminated by either party with 60 days written notice to the other party.

4. **EQUIPMENT AND MATERIAL.** The company shall furnish a 96-gallon curb cart, a 10-gallon recycling container, and all necessary equipment and materials required in performing the said services. The Company shall maintain sufficient equipment to handle standard maintenance requirements to not impact the weekly pickup schedule.



**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR LAUREL SPRINGS SUBDIVISION**

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5. **SCHEDULE OF WORK & NOTIFICATION.** The Company will establish a standard collection day and notify residents in writing of the scheduled collection day, definitions of allowable collection materials, and any additional services not covered by this agreement. The Company will provide the Township with an advanced copy, for approval, of any correspondence describing the service provided.

In the event a holiday or a weather related emergency falls on the scheduled collection day, waste collection will fall on the day following the scheduled collection day. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Changes to the scheduled collection day, Holiday definition, or material allowed to be collected must be received in writing by the township 30 days before the change. Any changes that impact the type of waste collected, collection day or the level of service provided to the residents must be approved by the township. The Company shall notify all residents in writing 15 days prior to the effective date of change. All normally scheduled collection days must be Monday through Friday during daylight hours.

In the event a street is closed due to construction, the Company will work with the Township and the residents to develop a satisfactory alternate collection program. The Company requests that it be notified of any major construction plans that impact the area covered by this agreement.

6. **SUPERVISION.** The Company shall maintain a high level of service through focused attention with the Township. Radio dispatched trucks will be in constant communication with the infield supervisor and the customer service department for prompt resolution of problems. The Township must be notified by the Company within 15 business days of issues that are not satisfactorily resolved with a resident.
7. **COMPLIANCE WITH LAWS.** The Company shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, the Company shall employ and direct such personnel as it requires to perform services, shall secure any and all permits that may be required in order to perform the services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
8. **RELEASE AND INDEMNITY.** The Company agrees to assume all risk of loss and to indemnify and hold the Township, its officers, trustees, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney fees, and witness fees, and expenses instant thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR LAUREL SPRINGS SUBDIVISION**

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(including property of the Township), arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the Township, its officers, trustees, agents, or employees. In the event that any damage or claim is made or suit is commenced against the Township, the Township shall give prompt written notice thereof to Company and Company shall have the right to compromise or defend the same to the extent of its own interest.

9. **INSURANCE.** The Company shall carry insurance to cover bodily injury to persons other than employees, damage to tangible property, protective coverage for independent contractors or subcontractors, comprehensive automotive liability for injury and property damage to comply with Michigan No-Fault Act, owner's protective policy for the Township, and comprehensive Workman's Compensation Insurance. Company shall, for the period of this agreement, carry and maintain in full force and effect, insurance, in such company or companies as are acceptable to the Township, insuring Company while it is performing hereunder for the following types and in the following minimum amounts:

- Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage \$1,000,000 each accident
- Commercial General Liability (personal injury and board form property damage) \$1,000,000 each person, \$2,000,000 each occurrence
- Workers Compensation - Full Statutory Limits

The Township shall be named as an additional insured.

The Company agrees that such policy or policies shall be open to inspection by the Township at all times and further agree that the Company shall cause said policy or policies to be properly endorsed to provide that the insurance company or companies shall give the Township ten (10) days prior written notice of termination, alteration, or change therein. The Company shall cause the insurance company or companies to furnish the Township with certificates of such policy or policies, detailing the coverage therein, such certificates to be delivered to the Township concurrently with the execution of the Agreement by the Company.

The Township may in writing designate higher or lower limits for the aforesaid liability insurance, and Company shall thereupon procure and maintain in full force and effect insurance in the amount so designated.

Notwithstanding anything contained herein to the contrary, if Company fails or neglects to secure the insurance above the described, or to furnish at the time specified the requisite insurance certificates to the Township or if said policy or policies are terminated, altered, or changed in any manner not acceptable to the Township, then in that event, the Township may cancel and terminate this Agreement, without penalty, on five (5) day's written notice to Company to that effect or at its option, without any obligation to do so, pay the premium for such insurance and deduct the cost thereof from the sum due Company.

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR LAUREL SPRINGS SUBDIVISION**

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10. **ASSIGNMENT.** This Agreement shall not be assigned by the Company without the prior written consent of the Township.
11. **PAYMENT.** The Company shall provide invoices on a monthly basis covering the next month's waste collection service plus any Fuel Recovery Fee when necessary. The Township shall remit to the Company within 15 days after receipt and approval of the Company's invoice for services rendered. Any fee outside the scope of the services defined in this agreement that a property owner may request will be billed directly to the property owner.
12. **SUSPENSION.** Without affecting any right of cancellation or termination set forth in the Agreement, either party hereto may suspend this Agreement at any time because of war, the declaration of a state of national emergency, acts of God or the public enemy, or other causes beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services rendered hereunder shall be made and rendered to the date of such suspension and shall thenceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent the Township, in the event the Company suspends the operation of this contract, from securing the services herein contemplated from such other source as it so desires during the period of such suspension or from the Township terminating the contract in full.
13. **NONDISCRIMINATION.** The Company shall not discriminate against a person to be served under this agreement because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

The Company shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to person seeking employment. The Company shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

Breach of the covenants set forth in this section shall be regarded as a material breach of this agreement.

14. **NOTICES.** All notices given or so sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other address that the parties shall designate in writing from time to time.
15. **RESOLUTION OF COMPLAINTS.** Any controversy or claim arising out of or relating to this Contract shall be brought to the other party's attention in writing at the address below. If the issue is not satisfactorily resolved within 30 days or other agreed upon date, this contract may be voided by the aggrieved party within 60 days from the date of the written notification. If waste is not being

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
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pickup up, the Township has the right to make alternative actions for collection services.

16. **EFFECT OF AGREEMENT.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral, or partly written and partly oral. This Agreement shall not be modified, and no such modification shall be effective unless and until such modification is placed in writing and signed by all parties to be bound thereby.

**TYRONE TOWNSHIP**

**Company:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Marcella Husted  
Tyrone Township Clerk  
10408 Center Road  
Fenton, MI 48430

Dougies Disposal Inc.  
P.O Box 241  
Hartland, MI 48353

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**NEW BUSINESS #5**

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR JAYNE HILL FARMS 1, 2 & 4**

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This agreement made this 18th day of February 2020, by and between Tyrone Township, Livingston County, Fenton, Michigan (hereafter called "Township") and Republic Services Inc. (hereafter called "Company") as follows:

1. **SERVICES.** The Company will provide weekly curbside waste collection for the residents of Jayne Hill Farms 1, 2, & 4 including every other week curbside recycling and every other week season yard waste. Yard waste collections will run from April 1 through November 30 with Christmas tree collection through January. The Township will provide the Company with the addresses of residents that are covered by the Special Assessment District or as updated from time to time to add new construction or remove demolished properties.

See Exhibit A for a definition of types of waste to be collected.

2. **COMPENSATION.** The Township will pay to the Company a monthly waste collection fee at the following rate schedule.

Year One	\$15.28/month/residential property
Year Two	\$15.82/month/residential property
Year Three	\$16.38/month/residential property
Year Four	\$16.95/month/residential property

In addition the Township will pay the Company a Fuel Recovery Fee of \$0.04 per residential property for each full \$0.10/gallon increase in diesel fuel over \$3.50 a gallon. The price of diesel fuel will be determined by the published diesel fuel price on the US Energy Information System for the Midwest area web site [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp).

The Diesel Fuel Recovery Fee will be calculated for the next month by using the last published date at the above web site prior to the upcoming months billing cycle. The Company will submit an invoice for the upcoming month's collection fee plus the Diesel Fuel Recovery Fee times the number of residents to the Township by the 5<sup>th</sup> of each month.

3. **TERM.** The term of this Agreement shall be for a period commencing April 1, 2020 and it shall continue thereafter until March 31, 2024.

This agreement may be terminated by either party with 60 days written notice to the other party.

4. **EQUIPMENT AND MATERIAL.** The company shall furnish all necessary equipment and materials required in performing the said services. The Company shall maintain sufficient equipment to handle standard maintenance requirements to not impact the weekly pickup schedule.
5. **SCHEDULE OF WORK & NOTIFICATION.** The Company will establish a standard collection day and notify residents in writing of the scheduled collection

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR JAYNE HILL FARMS 1, 2 & 4**

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day, definitions of allowable collection materials, and any additional services not covered by this agreement. The Company will provide the Township with an advanced copy, for approval, of any correspondence describing the service provided.

In the event a holiday or a weather related emergency falls on the scheduled collection day, waste collection will fall on the day following the scheduled collection day. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Changes to the scheduled collection day, Holiday definition, or material allowed to be collected must be received in writing by the township 30 days before the change. Any changes that impact the type of waste collected, collection day or the level of service provided to the residents must be approved by the township. The Company shall notify all residents in writing 15 days prior to the effective date of change. All normally scheduled collection days must be Monday through Friday during daylight hours.

In the event a street is closed due to construction, the Company will work with the Township and the residents to develop a satisfactory alternate collection program. The Company requests that it be notified of any major construction plans that impact the area covered by this agreement.

6. **SUPERVISION.** The Company shall maintain a high level of service through focused attention with the Township. Radio dispatched trucks will be in constant communication with the infield supervisor and the customer service department for prompt resolution of problems. The Township must be notified by the Company within 15 business days of issues that are not satisfactorily resolved with a resident.
7. **COMPLIANCE WITH LAWS.** The Company shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, the Company shall employ and direct such personnel as it requires to perform and services, shall secure any and all permits that may be required in order to perform the services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
8. **RELEASE AND INDEMNITY.** The Company agrees to assume all risk of loss and to indemnify and hold the Township, its officers, trustees, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs,

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR JAYNE HILL FARMS 1, 2 & 4**

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attorney fees, and witness fees, and expenses instant thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Township), arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the Township, its officers, trustees, agents, or employees. In the event that any damage or claim is made or suit is commenced against the Township, the Township shall give prompt written notice thereof to Company and Company shall have the right to compromise or defend the same to the extent of its own interest.

9. **INSURANCE.** The Company shall carry insurance to cover bodily injury to persons other than employees, damage to tangible property, protective coverage for independent contractors or subcontractors, comprehensive automotive liability for injury and property damage to comply with Michigan No-Fault Act, owner's protective policy for the Township, and comprehensive Workman's Compensation Insurance. Company shall, for the period of this agreement, carry and maintain in full force and effect, insurance, in such company or companies as are acceptable to the Township, insuring Company while it is performing hereunder for the following types and in the following minimum amounts:

- Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage \$1,000,000 each accident
- Commercial General Liability (personal injury and board form property damage) \$1,000,000 each person, \$2,000,000 each occurrence
- Workers Compensation - Full Statutory Limits

The Township shall be named as an additional insured.

The Company agrees that such policy or policies shall be open to inspection by the Township at all times and further agree that the Company shall cause said policy or policies to be properly endorsed to provide that the insurance company or companies shall give the Township ten (10) days prior written notice of termination, alteration, or change therein. The Company shall cause the insurance company or companies to furnish the Township with certificates of such policy or policies, detailing the coverage therein, such certificates to be delivered to the Township concurrently with the execution of the Agreement by the Company.

The Township may in writing designate higher or lower limits for the aforesaid liability insurance, and Company shall thereupon procure and maintain in full force and effect insurance in the amount so designated.

Notwithstanding anything contained herein to the contrary, if Company fails or neglects to secure the insurance above the described, or to furnish at the time specified the requisite insurance certificates to the Township or if said policy or policies are terminated, altered, or changed in any manner not acceptable to the



**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR JAYNE HILL FARMS 1, 2 & 4**

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Township, then in that event, the Township may cancel and terminate this Agreement, without penalty, on five (5) day's written notice to Company to that effect or at its option, without any obligation to do so, pay the premium for such insurance and deduct the cost thereof from the sum due Company.

10. **ASSIGNMENT.** This Agreement shall not be assigned by the Company without the prior written consent of the Township.
11. **PAYMENT.** The Company shall provide invoices on a monthly basis covering the next month's waste collection service plus any Fuel Recovery Fee when necessary. The Township shall remit to the Company within 15 days after receipt and approval of the Company's invoice for services rendered. Any fee outside the scope of the services defined in this agreement that a property owner may request will be billed directly to the property owner.
12. **SUSPENSION.** Without affecting any right of cancellation or termination set forth in the Agreement, either party hereto may suspend this Agreement at any time because of war, the declaration of a state of national emergency, acts of God or the public enemy, or other causes beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services rendered hereunder shall be made and rendered to the date of such suspension and shall thenceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent the Township, in the event the Company suspends the operation of this contract, from securing the services herein contemplated from such other source as it so desires during the period of such suspension or from the Township terminating the contract in full.
13. **NONDISCRIMINATION.** The Company shall not discriminate against a person to be served under this agreement because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

The Company shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to person seeking employment. The Company shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

Breach of the covenants set forth in this section shall be regarded as a material beach of this agreement.

14. **NOTICES.** All notices given or so sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other address that the parties shall designate in writing from time to time.

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR JAYNE HILL FARMS 1, 2 & 4**

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15. **RESOLUTION OF COMPLAINTS.** Any controversy or claim arising out of or relating to this Contract shall be brought to the other party's attention in writing at the address below. If the issue is not satisfactorily resolved within 30 days or other agreed upon date, this contract may be voided by the aggrieving party within 60 days from the date of the written notification. If waste is not being pickup up, the Township has the right to make alternative actions for collection services.
16. **EFFECT OF AGREEMENT.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral, or party written and partly oral. This Agreement shall not be modified, and no such modification shall be effective unless and until such modification is placed in writing and signed by all parties to be bound thereby.

**TYRONE TOWNSHIP**

**Company:**

**By:** \_\_\_\_\_  
Marcella A. Husted  
Tyrone Township Clerk  
8420 Runyan Lake Road  
Fenton, MI 48430

**By:** \_\_\_\_\_  
Tom Castle  
Republic Services, Inc.  
4101 Holiday Dr.  
Flint, MI 48507

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TYRONE TOWNSHIP CONTRACT  
FOR WASTE COLLECTION SERVICE FOR JAYNE HILL FARMS 1, 2 & 4**

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**EXHIBIT A**

**Solid Waste**

The Company will provide unlimited weekly solid waste collection, transportation, and disposal of all mixed waste from single family dwellings in Jayne Hill. The Company will provide special bulk item collection and disposal on the same weekly schedule that other collection services are provided at no additional charge. The Company shall also collect those items that contain Freon, such as refrigerators, icemakers, window air conditioners, freezers and other appliances or items containing chlorofluorocarbons (CFCs) provided that the Freon has been removed by a certified technician as evidenced by a sticker on the item.

**Curbside Recycling Collection**

The Company will provide unlimited curbside recycling for all single family households every other week via a single-stream collection method where all materials are comingled into the same collection vehicle. The Company shall transport these materials to Great Lakes Recycling in Roseville, Michigan where their single-stream sorting technology is comprised of various mechanized screens, magnet and other technologies to separate the comingled materials. The materials that can be collected at the curbside include:

Cardboard & Paper Bags	Plastics #1 & #2	Steel Food/Beverage Containers
Paperboard	Plastics #4, #5 & #7	Tin Food/Beverage Containers
Magazines	Includes for example:	Glass Food & Beverage Containers
Catalogs	Plastic Jugs	
Junk Mail	Plastic Bottles	
Office Paper	Plastic Tubs & Containers	
Phone Books	Yogurt Containers	
Newspaper		
Hard Cover Books		

**Yard Waste Collection**

Yard waste collection shall be on an every other week basis from April 1 through November 30. All yard waste shall be on the same day as solid waste collection. Yard waste must be placed in biodegradable paper bags or placed loose in 10-35 gallon cans clearly marked with a "Yard Waste" sticker. Positively NO plastic bags will be accepted. Branches and twigs must be bundled or tied and no larger than 2-feet by 4-feet long or 50-pounds per bag or bundle. No tree trunks or stumps will be accepted.

**Limitations on Pick-up of Unusual Items, etc.**

The Company will not collect the following (but not limited to): hazardous materials, carbonated beverage containers, liquids of any kind, yard waste mixed with solid waste, large automobile/truck parts including tires, large amounts of construction/demolition materials or any other material banned by Michigan or Federal law.

**TYRONE TOWNSHIP CONTRACT  
FOR WASTE COLLECTION SERVICE FOR JAYNE HILL FARMS 1, 2 & 4**

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***EXHIBIT A - continued***

***Solid Waste Disposal***

The Company will use Citizens Landfill, in Mundy Township (Genesee County) Michigan to dispose of the waste collected. The Company may elect to use other licensed facilities that meet the State of Michigan or Federal disposal requirements by making a written notification to the Township outlining the specifications of the new site.

**NEW BUSINESS #6**

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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This agreement made this 18th day of February 2020, by and between Tyrone Township, Livingston County, Fenton, Michigan (hereafter called "Township") and Republic Services Inc. (hereafter called "Company") as follows:

1. **SERVICES.** The Company will provide weekly curbside waste collection for the residents of the Shannon Glen subdivision including every other week curbside recycling and every other week season yard waste. Yard waste collections will run from April 1 through November 30 with Christmas tree collection through January. The Township will provide the Company with the addresses of residents that are covered by the Special Assessment District or as updated from time to time to add new construction or remove demolished properties.

See Exhibit A for a definition of types of waste to be collected.

2. **COMPENSATION.** The Township will pay to the Company a monthly waste collection fee at the following rate schedule.

Year One	\$15.28/month/residential property
Year Two	\$15.82/month/residential property
Year Three	\$16.38/month/residential property
Year Four	\$16.95/month/residential property
Year Five	\$17.54/month/residential property

In addition the Township will pay the Company a Fuel Recovery Fee of \$0.04 per residential property for each full \$0.10/gallon increase in diesel fuel over \$3.50 a gallon. The price of diesel fuel will be determined by the published diesel fuel price on the US Energy Information System for the Midwest area web site [http://tonto.eia.doe.gov/oog/info/wohdp/diesel\\_detail\\_report\\_combined.asp](http://tonto.eia.doe.gov/oog/info/wohdp/diesel_detail_report_combined.asp).

The Diesel Fuel Recovery Fee will be calculated for the next month by using the last published date at the above web site prior to the upcoming months billing cycle. The Company will submit an invoice for the upcoming month's collection fee plus the Diesel Fuel Recovery Fee times the number of residents to the Township by the 5<sup>th</sup> of each month.

3. **TERM.** The term of this Agreement shall be for a period commencing April 1, 2020 and it shall continue thereafter until March 31, 2025.

This agreement may be terminated by either party with 60 days written notice to the other party.

4. **EQUIPMENT AND MATERIAL.** The company shall furnish all necessary equipment and materials required in performing the said services. The Company shall maintain sufficient equipment to handle standard maintenance requirements to not impact the weekly pickup schedule.

5. **SCHEDULE OF WORK & NOTIFICATION.** The Company will establish a standard collection day and notify residents in writing of the scheduled collection

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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day, definitions of allowable collection materials, and any additional services not covered by this agreement. The Company will provide the Township with an advanced copy, for approval, of any correspondence describing the service provided.

In the event a holiday or a weather related emergency falls on the scheduled collection day, waste collection will fall on the day following the scheduled collection day. Holidays are defined as New Year's Day, Memorial Day, Independence Day, Labor Day, Thanksgiving Day, and Christmas Day. Changes to the scheduled collection day, Holiday definition, or material allowed to be collected must be received in writing by the township 30 days before the change. Any changes that impact the type of waste collected, collection day or the level of service provided to the residents must be approved by the township. The Company shall notify all residents in writing 15 days prior to the effective date of change. All normally scheduled collection days must be Monday through Friday during daylight hours.

In the event a street is closed due to construction, the Company will work with the Township and the residents to develop a satisfactory alternate collection program. The Company requests that it be notified of any major construction plans that impact the area covered by this agreement.

6. **SUPERVISION.** The Company shall maintain a high level of service through focused attention with the Township. Radio dispatched trucks will be in constant communication with the infield supervisor and the customer service department for prompt resolution of problems. The Township must be notified by the Company within 15 business days of issues that are not satisfactorily resolved with a resident.
7. **COMPLIANCE WITH LAWS.** The Company shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, the Company shall employ and direct such personnel as it requires to perform and services, shall secure any and all permits that may be required in order to perform the services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
8. **RELEASE AND INDEMNITY.** The Company agrees to assume all risk of loss and to indemnify and hold the Township, its officers, trustees, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs,

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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attorney fees, and witness fees, and expenses instant thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Township), arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the Township, its officers, trustees, agents, or employees. In the event that any damage or claim is made or suit is commenced against the Township, the Township shall give prompt written notice thereof to Company and Company shall have the right to compromise or defend the same to the extent of its own interest.

9. **INSURANCE.** The Company shall carry insurance to cover bodily injury to persons other than employees, damage to tangible property, protective coverage for independent contractors or subcontractors, comprehensive automotive liability for injury and property damage to comply with Michigan No-Fault Act, owner's protective policy for the Township, and comprehensive Workman's Compensation Insurance. Company shall, for the period of this agreement, carry and maintain in full force and effect, insurance, in such company or companies as are acceptable to the Township, insuring Company while it is performing hereunder for the following types and in the following minimum amounts:

- Automobile Liability (owned, non-owned and hired vehicles) for bodily injury and property damage \$1,000,000 each accident
- Commercial General Liability (personal injury and board form property damage) \$1,000,000 each person, \$2,000,000 each occurrence
- Workers Compensation - Full Statutory Limits

The Township shall be named as an additional insured.

The Company agrees that such policy or policies shall be open to inspection by the Township at all times and further agree that the Company shall cause said policy or policies to be properly endorsed to provide that the insurance company or companies shall give the Township ten (10) days prior written notice of termination, alteration, or change therein. The Company shall cause the insurance company or companies to furnish the Township with certificates of such policy or policies, detailing the coverage therein, such certificates to be delivered to the Township concurrently with the execution of the Agreement by the Company.

The Township may in writing designate higher or lower limits for the aforesaid liability insurance, and Company shall thereupon procure and maintain in full force and effect insurance in the amount so designated.

Notwithstanding anything contained herein to the contrary, if Company fails or neglects to secure the insurance above the described, or to furnish at the time specified the requisite insurance certificates to the Township or if said policy or policies are terminated, altered, or changed in any manner not acceptable to the



**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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Township, then in that event, the Township may cancel and terminate this Agreement, without penalty, on five (5) day's written notice to Company to that effect or at its option, without any obligation to do so, pay the premium for such insurance and deduct the cost thereof from the sum due Company.

10. **ASSIGNMENT.** This Agreement shall not be assigned by the Company without the prior written consent of the Township.
11. **PAYMENT.** The Company shall provide invoices on a monthly basis covering the next month's waste collection service plus any Fuel Recovery Fee when necessary. The Township shall remit to the Company within 15 days after receipt and approval of the Company's invoice for services rendered. Any fee outside the scope of the services defined in this agreement that a property owner may request will be billed directly to the property owner.
12. **SUSPENSION.** Without affecting any right of cancellation or termination set forth in the Agreement, either party hereto may suspend this Agreement at any time because of war, the declaration of a state of national emergency, acts of God or the public enemy, or other causes beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services rendered hereunder shall be made and rendered to the date of such suspension and shall thenceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent the Township, in the event the Company suspends the operation of this contract, from securing the services herein contemplated from such other source as it so desires during the period of such suspension or from the Township terminating the contract in full.
13. **NONDISCRIMINATION.** The Company shall not discriminate against a person to be served under this agreement because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

The Company shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to person seeking employment. The Company shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

Breach of the covenants set forth in this section shall be regarded as a material beach of this agreement.

14. **NOTICES.** All notices given or so sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other address that the parties shall designate in writing from time to time.

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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15. **RESOLUTION OF COMPLAINTS.** Any controversy or claim arising out of or relating to this Contract shall be brought to the other party's attention in writing at the address below. If the issue is not satisfactorily resolved within 30 days or other agreed upon date, this contract may be voided by the aggrieving party within 60 days from the date of the written notification. If waste is not being pickup up, the Township has the right to make alternative actions for collection services.
16. **EFFECT OF AGREEMENT.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral, or party written and partly oral. This Agreement shall not be modified, and no such modification shall be effective unless and until such modification is placed in writing and signed by all parties to be bound thereby.

**TYRONE TOWNSHIP**

**Company:**

**By:** \_\_\_\_\_  
Marcella A. Husted  
Tyrone Township Clerk  
8420 Runyan Lake Road  
Fenton, MI 48430

**By:** \_\_\_\_\_  
Tom Castle  
Republic Services, Inc.  
4101 Holiday Dr.  
Flint, MI 48507

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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**EXHIBIT A**

***Solid Waste***

The Company will provide unlimited weekly solid waste collection, transportation, and disposal of all mixed waste from single family dwellings in Shannon Glen. The Company will provide special bulk item collection and disposal on the same weekly schedule that other collection services are provided at no additional charge. The Company shall also collect those items that contain Freon, such as refrigerators, icemakers, window air conditioners, freezers and other appliances or items containing chlorofluorocarbons (CFCs) provided that the Freon has been removed by a certified technician as evidenced by a sticker on the item.

***Curbside Recycling Collection***

The Company will provide unlimited curbside recycling for all single family households every other week via a single-stream collection method where all materials are comingled into the same collection vehicle. The Company shall transport these materials to Great Lakes Recycling in Roseville, Michigan where their single-stream sorting technology is comprised of various mechanized screens, magnet and other technologies to separate the comingled materials. The materials that can be collected at the curbside include:

Cardboard & Paper Bags Paperboard Magazines Catalogs Junk Mail Office Paper Phone Books Newspaper	Hard Cover Books Plastics #1 & #2 Plastics #4, #5 & #7 Includes for example: Plastic Jugs Plastic Bottles Plastic Tubs & Containers Yogurt Containers	Steel Food/Beverage Containers Tin Food/Beverage Containers Glass Food & Beverage Containers
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***Yard Waste Collection***

Yard waste collection shall be on an every-other week basis from April 1 through November 30. All yard waste shall be on the same day as solid waste collection. Yard waste must be placed in biodegradable paper bags or placed loose in 10-35 gallon cans clearly marked with a "Yard Waste" sticker. Positively NO plastic bags will be accepted. Branches and twigs must be bundled or tied and no larger than 2-feet by 4-feet long or 50-pounds per bag or bundle. No tree trunks or stumps will be accepted.

***Limitations on Pick-up of Unusual Items, etc.***

The Company will not collect the following (but not limited to): hazardous materials, carbonated beverage containers, liquids of any kind, yard waste mixed with solid waste, large automobile/truck parts including tires, large amounts of construction/demolition materials or any other material banned by Michigan or Federal law.

**TYRONE TOWNSHIP AGREEMENT  
FOR WASTE COLLECTION SERVICE  
FOR THE SHANNON GLEN SPECIAL ASSESSMENT DISTRICT**

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***EXHIBIT A - continued***

***Solid Waste Disposal***

The Company will use Citizens Landfill, in Mundy Township (Genesee County) Michigan to dispose of the waste collected. The Company may elect to use other licensed facilities that meet the State of Michigan or Federal disposal requirements by making a written notification to the Township outlining the specifications of the new site.

**NEW BUSINESS #7**

**TYRONE TOWNSHIP CONTRACT  
FOR LAWN MAINTENANCE SERVICES**

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This agreement made this day February 18, 2020 by and between Tyrone Township, Livingston County, Fenton, Michigan (hereafter call Township) and Murph's Turf, 16457 South Linden Road, Fenton, MI 48430 (hereafter call Company) as follows:

1. **SERVICES.** The company will provide those services for cemetery maintenance and township hall lawn mowing as specified in the attachment **Exhibit A** (Specifications for Maintenance) which are made a part of this Agreement and incorporated herein by reference as the Agreement of the parties. Such specifications as adopted by the Township and attached to this Agreement shall be initialed and dated by the parties contemporaneously with the execution of this main portion of the Agreement.

2. **COMPENSATION.** The Township will pay to the Company in full satisfaction of this Agreement and in full payment for all services the following:

Gardner Cemetery:	<u>\$ 60.00 per Mowing</u>
Colwell Cemetery:	<u>\$ 30.00 per Mowing</u>
Clough Hill Cemetery:	<u>\$ 30.00 per Mowing</u>
8420 Runyan Lake Road Property:	<u>\$ 60.00 per Mowing</u>
Extra Services:	<u>\$ 10.00 per Hour</u>

3. **TERM.** The term of this Agreement shall be for a period commencing April 1, 2020 and it shall continue thereafter until March 31, 2023 or until terminated by either party, giving the other party 30 days prior written notice of such termination.

The term of this Agreement may be extended for two additional one-year periods by mutual consent.

4. **EQUIPMENT AND MATERIAL.** The Company shall furnish all necessary equipment and materials required in performing the said services, except such equipment and material as may be provided by the Township and set forth in **EXHIBIT A**.

In the event of loss, damage, or destruction of equipment and material furnished by the Township (except items necessarily expended by the Company in the performance of its duties hereunder), Company shall reimburse the Township for the replacement thereof and cost and expenses incident thereto.

**TYRONE TOWNSHIP CONTRACT  
FOR LAWN MAINTENANCE SERVICES**

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5. **SCHEDULE OF WORK.** The Company shall perform the said services during the hours designated by the Township and shall, in any event, so perform the services so as to avoid inconvenience to the Township and its personnel and interference with the Township's operations. The Township requests that any maintenance in the cemeteries not be conducted on Sundays.
  
6. **SUPERVISION.** The Company shall maintain a regular systematic inspection routine by its supervisory employees to the end that the services enumerated herein shall be performed in a good and workmanlike manner at all times.
  
7. **COMPLIANCE WITH LAWS.** The Company shall act as an independent contractor insofar as the performance of services hereunder is concerned. To that end, the Company shall employ and direct such personnel as it requires to perform and services, shall secure any and all permits that may be required in order to perform the services herein contemplated, shall exercise full and complete authority over its personnel, shall comply with all workmen's compensation, employer's liability and other federal, state, county and municipal laws, ordinances, rules and regulations required of an employer performing services as herein contemplated and shall make all reports and remit all withholdings or other deductions from the compensation paid its personnel as may be required by any federal, state, county or municipal law, ordinance, rule or regulation.
  
8. **RELEASE AND INDEMNITY.** The Company agrees to assume all risk of of loss and to indemnify and hold the Township, its officers, trustees, agents, and employees, harmless from and against any and all liabilities, demands, claims, suits, losses, damages, causes of action, fines or judgments, including costs, attorney fees, and witness fees, and expenses instant thereto, for injuries to persons (including death) and for loss of, damage to, or destruction of property (including property of the Township), arising out of or in connection with this Agreement unless caused by the gross negligence or willful misconduct of the Township, its officers, trustees, agents, or employees. In the event that any damage or claim is made or suit is commenced against the Township, the Township shall give prompt written notice thereof to Company and Company shall have the right to compromise or defend the same to the extent of its own interest.
  
9. **INSURANCE.** Company shall, for the period of this agreement, carry and maintain in full force and effect, insurance, in such company or companies as are acceptable to the Township, insuring Company while it is performing hereunder for the following types and in the following minimum amounts:

**TYRONE TOWNSHIP CONTRACT  
FOR LAWN MAINTENANCE SERVICES**

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Liability Insurance	\$ <u>300,000.00</u> each person
Bodily Injury Insurance	\$ <u>100,000.00</u> each accident
Property Damage Insurance	\$ <u>100,000.00</u> each accident
Workmen's Compensation	Full Statutory Limits

The Company agrees that such policy or policies shall be open to inspection by the Township at all times and further agree that the Company shall cause said policy or policies to be properly endorsed to provide that the insurance company or companies shall give the Township ten (10) days prior written notice of termination, alteration, or change therein. The Company shall cause the insurance company or companies to furnish the Township with Certificates of such policy or policies, detailing the coverage therein, such certificates to be delivered to the Township concurrently with the execution of the Agreement by the Company.

The Township may in writing designate higher or lower limits for the aforesaid liability insurance, and Company shall thereupon procure and maintain in full force and effect insurance in the amount so designated.

Notwithstanding anything contained herein to the contrary, if Company fails or neglects to secure the insurance above the described, or to furnish at the time specified the requisite insurance certificates to the Township or if said policy or policies are terminated, altered, or changed in any manner not acceptable to the Township, then in that event, the Township may cancel and terminate this Agreement, without penalty, on five (5) day's written notice to company to that effect or at its option, without any obligation to do so, pay the premium for such insurance and deduct the cost thereof from the sum due Company.

10. **ASSIGNMENT.** This Agreement shall not be assigned by the Company without the prior written consent of the Township.
11. **PAYMENT.** The Company shall provide invoices on a monthly basis covering the previous month's activity. The Township shall remit to the Company within 15 days after receipt and approval of the Company's invoice for services rendered.
12. **SUSPENSION.** Without affecting any right of cancellation or termination set forth in the Agreement, either party hereto may suspend this Agreement at any time because of war, the declaration of a state of national emergency, acts of God or the public enemy, or other causes beyond the control of such party, by giving the other party written notice of such suspension and the reason for the same. Payments to be made and services rendered hereunder shall be made and rendered to the date of



**TYRONE TOWNSHIP CONTRACT  
FOR LAWN MAINTENANCE SERVICES**

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such suspension and shall thenceforth cease until the period of such suspension has ended. Nothing herein contained shall prevent the Township, in the event the company suspends the operation of this contract, from securing the services herein contemplated from such other source as it so desires during the period of such suspension or from the Township terminating the contract in full.

13. **NONDISCRIMINATION.** The Contractor shall not discriminate against a person to be served under this agreement because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

The Contractor shall adhere to all federal, state, and local laws, ordinances, rules and regulations prohibiting discrimination with regard to person seeking employment. The Contractor shall not discriminate against an employee or applicant for employment with respect to hiring, tenure, terms, conditions, or employment because of race, color, religion, national origin, age, sex, handicap, height, weight, marital status, political affiliation or beliefs, or citizenship.

Breach of the covenants set forth in this section shall be regarded as a material beach of this agreement.

14. **NOTICES.** All notices given or so sent hereunder shall be sent by United States Mail, postage prepaid, addressed to the respective party at the address set forth on the signature page hereof, or to such other address that the parties shall designate in writing from time to time.
15. **ARBITRATION.** Any controversy or claim arising out of or relating to this Contract, or to the breach thereof, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the award rendered by the arbitrator may be entered in any Court having jurisdiction thereof.
16. **EFFECT OF AGREEMENT.** This Agreement cancels and terminates, as of its effective date, all prior agreements between the parties hereto covering the services covered hereby, whether written or oral, or party written and partly oral. This Agreement shall not be modified, and no such modification shall be effective unless and until such modification is placed in writing and signed by all parties to be bound thereby.

**TYRONE TOWNSHIP CONTRACT  
FOR LAWN MAINTENANCE SERVICES**

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**TYRONE TOWNSHIP**

**COMPANY:**

**By:** \_\_\_\_\_

**By:** \_\_\_\_\_

Marcella Husted  
Tyrone Township Clerk  
8420 Runyan Lake Rd.  
Fenton, MI 48430

Steve Murphy  
Murph's Turf  
16457 South Linden Rd.  
Fenton, MI 48430

**Date:** \_\_\_\_\_

**Date:** \_\_\_\_\_

## EXHIBIT A

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### SPECIFICATIONS FOR CEMETERY MAINTENANCE & TOWNSHIP HALLS LAWN MAINTENANCE

#### A. COMPLETE MAINTENANCE OF LAWN AND GROUNDS OF THE FOLLOWING CEMETERIES:

- Gardner Cemetery at 7194 Hartland Rd., Fenton, MI  
*-South of Germany Rd.;*
- Colwell Cemetery at 10154 White Lake Rd. Fenton, MI  
*-West of US23, west and adjacent to Tyrone Memorial Gardens;*
- Clough Hill Cemetery at 10226 Linden Rd., Fenton, MI  
*-Near Turner Road intersection.*

1. Complete maintenance shall include, but not strictly limited to the following:
  - a. The contractor shall cut all grass; trim around stones and markers; mow and/or trim to fence lines except as directed by the Township representative; cut grass outside the fences of the cemeteries between the fence and roadways where the terrain will allow; trim trees and shrubs, as necessary.
  - b. The grass cutting shall be done without notification and as often as necessary to keep the cemeteries looking neat. The first cutting shall take place as soon as weather and soil conditions permit, but in advance of Memorial Day so that families visiting the cemeteries prior to Memorial Day will find them in good order. Memorial Day is the most important time for the cemeteries to look their best.
  - c. Dead flowers or plants shall be removed from all graves. Winter grave blankets or wreaths shall be removed before the mowing season.
  - d. When necessary, the cemeteries shall be raked to prevent an accumulation of dead grass. Leaves shall be raked in the fall.
  - e. Tree limbs, branches, and brush shall be cleaned up and hauled away.
  - f. All rubbish containers shall be maintained by removal of trash in trash bags provided by the contractor.
  - g. Newly dug gravesites and old gravesites which have settled shall be leveled to blend with adjoining terrain and seeded.
  - h. Soil removed for grave openings and not used in the closing shall be used for fill in low areas of the cemeteries as directed by the Township

## EXHIBIT A

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representative. The soil shall not be left in piles at the perimeter of the cemeteries, but it shall be leveled out as much as possible to increase the aesthetics of the site.

- i. If old markers or monuments, including family corner markers, are dislodged either by the mower or by the grave opener, these shall be reinstalled in the proper place as determined by the cemetery records of that block or lot. The corner markers are very valuable in determining block perimeters and burial site locations.
- j. The contractor shall provide his own equipment, labor, and supplies or materials necessary to fulfill the above duties and responsibilities.
- k. The township official responsible for cemeteries may make periodic inspections to determine compliance with contract agreement.
- l. Contractor is responsible for notifying township official responsible for cemeteries of fallen trees, vandalism, or anything out of the ordinary. Communication is vital.

### B. COMPLETE MAINTENANCE OF LAWN AND GROUNDS OF THE FOLLOWING LOCATIONS:

- Tyrone Township Hall, 8420 Runyan Lake Rd., Fenton, MI 48430  
*-Just south of Center Road*

1. Complete maintenance shall include, but not strictly limited to, the following:
  - a. The Contractor shall cut all grass; trim around trees, trim trees and shrubs, as necessary.
  - b. When necessary, the lawn shall be raked to prevent an accumulation of dead grass.
  - c. Tree limbs, branches, and brush shall be cleaned up and hauled away.
2. The Contractor shall provide his own equipment, labor, and materials necessary to fulfill the above duties and responsibilities such as gas and oil. The Township shall, upon request, provide weed killer, fertilizer, seed, etc.

**NEW BUSINESS #8**



## Hartland Senior Activity Center

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9525 Highland Rd.  
Howell, Michigan 48843  
(810) 626-2137 Fax (810) 626-2136  
[www.hartlandseniorcenter.org](http://www.hartlandseniorcenter.org)  
[kimkonarski@hartlandschools.us](mailto:kimkonarski@hartlandschools.us)

February 6, 2020

Mike Cunningham, Supervisor  
Tyrone Township  
10408 Center Rd.  
Fenton, MI 48430

Please use this as our official request for funds that were allocated to Hartland Senior Activity Center by the Tyrone Township Board for the current fiscal year in the amount of \$4,400 and as a request to continue this partnership into the next fiscal year 2020-2021.

While we encourage membership, it is not required to participate in our programs or use services provided by the center. Our mission is to cultivate happy, healthy and independent lifestyles for everyone age 50 and over. We appreciate your assistance as we strive to meet this goal.

If you need any additional information regarding our programs or would like me to present at a Board meeting, please let me know. The members, volunteers and staff of the Hartland Senior Activity Center appreciate your continued support.

Sincerely,

Kim Konarski, HSAC Director

# **NEW BUSINESS #9**

**Appointment to the Board of Review**

*No documents attached.*

# NEW BUSINESS #10

**Budget Review**

*No documents attached.*