

**TYRONE TOWNSHIP
REGULAR BOARD MEETING AGENDA
OCTOBER 1, 2019 - 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 Board Meeting Minutes – September 3, 2019
- Treasurer’s Report
- Clerk’s Warrants and Bills

COMMUNICATIONS

- 1. Fire Service Report, September 23, 2019

PUBLIC REMARKS

UNFINISHED BUSINESS

NEW BUSINESS

- 1. Fire run write-offs.
- 2. Moving company quotes.
- 3. Employee sick/personal leave accrual.
- 4. Township fee schedule.
- 5. Closed session to discuss a real estate transaction.

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 – SEPTEMBER 3, 2019**

CALL TO ORDER

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on September 3, 2019 at 7:00 p.m. at the Tyrone Township Hall.

ROLL CALL

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

APPROVAL OF AGENDA – OR CHANGES

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

Removed New Business #7 Discussion on the Hartland School bus stop at 8420 Runyan Lake Road.

Edited New Business #8 to read “Closed session to discuss attorney communication and real estate transaction.”

APPROVAL OF CONSENT AGENDA

**Regular Board Meeting Minutes – August 20, 2019
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. Fire Service Report, August 29, 2019

Trustee Walker moved to receive and place on file Communications 1 as presented. (Treasurer Eden seconded.) The motion carried

PUBLIC REMARKS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

1. Presentation of the township’s 2018-2019 audit.

Joe Verlin of Gabridge & Co. presented the township’s audit. The township received an unmodified opinion which is the highest level.

2. Gruber land division request.

Trustee Walker moved to conditionally approve the request of Timothy and Kimberly Gruber for land division of parcel 4704-04-100-029 subject to the submission of drawings and maintenance agreement in recordable form, as recommended by the Planning Commission. (Trustee Schultz seconded). The motion carried; all ayes.

3. ZBA Appointments.

Trustee Schulze moved to accept the Supervisor's reappointment of Joe Trollman and Jon Ward as members to the Zoning Board of Appeals (ZBA). The three year term expires August 31, 2022. (Trustee Walker seconded.) The motion carried; all ayes.

4. Assessing training.

Trustee Walker moved to approve the assistant assessor's request to enroll in the State Tax Commission's Michigan Advanced Assessing Officer (MAAO) October 2019 program . (Trustee Schultz seconded.) The motion carried; all ayes.

5. Irish Hills Road SAD 2019-2020 budget amendment.

Trustee Walker moved to authorize an additional \$5,000 to upgrade a section of road improvements on Linden Road from gravel to limestone. (Trustee Schultz seconded.) The motion carried; all ayes.

Fund	Department	Account No.	Account Name	Current Budget	Current Balance as of 8/21/19	Suggested Amendment
IRISH HILLS ROAD IMPROVEMENT FUND		401-000.000-672.000	SPECIAL ASSESSMENT REVENUE	\$ -	\$ -	\$ -
IRISH HILLS ROAD IMPROVEMENT FUND		401-000.000-664.000	INTEREST & DIVIDEND EARNINGS	\$ -	\$ (45.81)	\$ (100.00)
IRISH HILLS ROAD IMPROVEMENT FUND		401-000.000-672.200	SPECIAL ASSESSMENT PAYOFF	\$ -	\$ (66,708.00)	\$ (66,708.00)
IRISH HILLS ROAD IMPROVEMENT FUND		401-000.000-672.664	INTEREST EARNED ON PAYOFFS	\$ -	\$ -	\$ -
IRISH HILLS ROAD IMPROVEMENT FUND		401-000.000-696.000	BOND PROCEEDS (AT FACE VALUE)	\$ -	\$ (785,000.00)	\$ (785,000.00)
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-730.000	POSTAGE	\$ -	\$ 66.43	\$ 150.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-806.000	CONSULTANTS	\$ -	\$ 12,900.00	\$ 12,900.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-809.000	ENGINEERING	\$ -	\$ 25,623.00	\$ 60,000.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-818.000	LEGAL FEES	\$ -	\$ 28,756.50	\$ 28,757.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-827.001	ROAD	\$ -	\$ -	\$ 724,630.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-900.000	PRINTING & PUBLISHING	\$ -	\$ 3,436.20	\$ 5,000.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-955.000	MISCELLANEOUS EXPENSE	\$ -	\$ -	\$ 4,850.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-994.000	BOND ISSUANCE COSTS	\$ -	\$ 157.00	\$ 200.00
IRISH HILLS ROAD IMPROVEMENT FUND		401-446.000-995.000	BOND INTEREST EXPENSE	\$ -	\$ -	\$ 8,513.00

6. Real estate consultant

Limited discussion and tabled until a future date.

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – SEPTEMBER 3, 2019 – PAGE 7**

7. Closed session to discuss attorney communication and a real estate transaction.

RESOLUTION #190901
TYRONE TOWNSHIP, LIVINGSTON COUNTY

CLOSED SESSION

Tursteer Walker resolved to convene in closed session to discuss attorney communication and a real estate transaction. (Trustee Schulze seconded.)

Roll call: Cunningham, yes; Eden, yes; Schultz, yes; Husted, yes; Walker, yes, Pedersen, yes and Schulze yes.

The board convened in closed session at 7:24 p.m.

* * * * * Closed Session Minutes * * * * *

The board reconvened in open session at 8:09 p.m.

MISCELLANEOUS BUSINESS

None.

PUBLIC REMARKS

None.

ADJOURNMENT

Trustee Schulze moved to adjourn. (Trustee Walker seconded.) The motion carried; all ayes.
The meeting adjourned at 8:10 p.m.

9/11/2019

TYRONE TOWNSHIP TREASURER'S REPORT

JMM

Period ending AUGUST, 2019

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	\$1,916,851.61	\$ 113,677.96	2.22%					\$ 2,030,529.57
Tech Fund 141	\$66,426.85	\$ 5,000.00	2.22%					\$71,426.85
Building & Site 145	\$2,231.64	\$ 462,500.00	2.22%					\$464,731.64
Parks/Recreation 208	\$5,934.23		0.40%					\$5,934.23
Liquor Control 212	\$0.00		0.40%					\$0.00
Road 245	\$9,347.91	\$ 419,224.80	2.22%	\$258,442.45	2.50%			\$ 687,015.16
Revolving 246	\$130,842.77	\$ 97,500.00	0.40%	\$189,853.87	2.50%			\$ 418,196.64
Right of Way 260	\$17,423.09		0.40%					\$17,423.09
Peg 274	\$131,642.33					\$ 189,984.90	2.08%	\$321,627.23
Lk Tyrone Grant 281	\$0.00		0.40%					\$0.00
Special Assessments								
Jayne Hill Lts 218	\$2,882.73		0.40%					\$2,882.73
Walnut Shores Lts 219	\$727.61		0.40%					\$727.61
Shannon Glen Rubbish 225	\$3,985.70							\$3,985.70
Jayne Hill Rubbish Removal 226	\$20,275.63		0.40%					\$20,275.63
Apple Orchard Rubbish Removal 227	\$3,478.34							\$3,478.34
Silver Lake Rubbish Removal 228	\$10,091.58							\$10,091.58
Parkin Lane Snow 231	\$16,932.64		0.40%					\$16,932.64
Great Oaks Dr 232	\$6,275.97		0.40%					\$6,275.97
Laural Springs Rubbish removal 333	\$0.00							\$0.00
Account Totals	\$2,345,350.63	\$ 1,097,902.76		\$448,296.32		\$ 189,984.90		\$ 4,081,534.61
Health Flex Spending 101		The State Bank						Health Flex Total
FSA Account (\$10K Loan to Open)		\$ 8,440.96	0.00%					\$ 8,440.96
								\$ 8,440.96
Public Safety- 205								Public Safety Total
Public Safety 205 - State Bank checking		\$ 363,342.24	0.40%					\$ 363,342.24
Public Safety 205- State Bank Savings		\$ 6,390.38						\$ 6,390.38
Public Safety 205 - Level One Bank		\$ 204,048.46	0.40%					\$ 204,048.46
Public Safety ICS- 205 State Bank		\$ 756,811.66	2.22%					\$ 756,811.66
								\$ 1,330,592.74
TYRONE TOWNSHIP SEWER 2003- 392		Flagstar						Tyrone Sewer 03 Total
Debt Service 392 Flagstar Bank		\$ 613,484.46	0.6%					\$ 613,484.46
Flagstar CDARS 2003 (matures 10/25/2019)(9361)		\$ 528,664.99	2.00%					\$ 528,664.99
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
								\$ 2,601,124.67
Road Improvements-		Flagstar						Road Improvement Total
Parkin Lane Rd 2010 (396)		\$ 18,429.74	0.70%					\$ 18,429.74
Lake Shannon 2018 (399)		\$ 252,174.47	0.70%					\$ 252,174.47
Laurel springs (400)		\$ 188,999.63	0.70%					\$ 188,999.63
Irish Hills (401)		\$ 781,206.66						\$ 781,206.66
CIBC- Parkin Lane CD(matures 5/12/20) (1515)		\$ 125,088.01	2.50%					\$ 125,088.01
								\$ 1,365,898.51
SEWER O&M CHECKING ACCT- 590		Flagstar						Sewer O&M Total
Sewer Operation and Maintenance CK (5710)		\$ 249,859.96	0.70%					\$ 249,859.96
Sewer Operation and Maintenance SV (4865)		\$ 81,838.76	1.39%					\$ 81,838.76
CIBC- O&M CD(matures 5/8/20)(6337)		\$ 159,186.25	2.50%					\$ 159,186.25
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
								\$ 769,324.22
TRUST & AGENCY- 701		Chase						Trust & Agency Total
Township Trust and Agency 701 Savings		\$ 1,510.86	0.18%					\$ 1,510.86
Township Trust and Agency 701 Checking		\$ 7,656.86	0.00%					\$ 7,656.86
								\$ 9,167.72
								\$ 6,084,548.82
Total Township Monies								\$ 10,166,083.43

Check Date	Bank	Check	Vendor Name	Description	Amount
Bank 001 STATE BANK COMMON ACCOUNT					
09/09/2019	001	21995	AMERIGUARD SELF MINI STORAGE	STORAGE UNIT SEPTEMBER 2019	80.00
09/09/2019	001	21996	CONSUMERS ENERGY	TWP HALL ELECTRICITY 7.26.19 TO 8.25.19 8420RUNYAN LK ELECTRICITY 7.29.19 TO 8.2	378.73 215.29
					<u>594.02</u>
09/09/2019	001	21997	DOUGIE'S DISPOSAL & RECYCLING	APPLE ORCHARD GARBAGE	1,599.00
09/09/2019	001	21998	FENTON REGIONAL CHAMBER OF COMMERCE	ANNUAL MEMBERSHIP	93.00
09/09/2019	001	21999	GRIFFIN PEST SOLUTIONS, INC	PEST CONTROL	44.00
09/09/2019	001	22000	IRON MOUNTAIN INC	DOCUMENT SHREDDING 8.27.19	47.15
09/09/2019	001	22001	LIVINGSTON COUNTY ROAD COMMISS	SURFACE GRAVEL HOGAN ROAD	32,255.94
09/09/2019	001	22002	LIVINGSTON COUNTY TREASURER	DOG LICEN 1937-1956 SOLD IN AUGUST 2019	274.50
09/09/2019	001	22003	REPUBLIC SERVICES#237	JAYNE HILL GARBAGE SEPT. 2019 SILVER LAKE GARBAGE SEPT. 2019 SHANNON GLEN GARBAGE SEPT. 2019	1,588.73 1,149.20 354.51
					<u>3,092.44</u>
09/09/2019	001	22004	STAPLES ADVANTAGE	OFFICE SUPPLIES	311.12
09/09/2019	001	22005	TYRONE TOWNSHIP	CHECK TO SEWER DEBT	54,606.17
09/09/2019	001	22006	VIEW NEWSPAPER GROUP	PUBLICATIONS - BOARD, ZBA, ORDINANCES	2,130.99
09/12/2019	001	22007	AT&T MOBILITY	SUPERVISOR CELL 8.28.19 TO 9.27.19	78.85
09/12/2019	001	22008	CHARTER BUSINESS COMMUNICATIONS	TWP HALL PHONE & INTERNET	329.91
09/12/2019	001	22009	CONSUMERS ENERGY	STREET LIGHTING - AUGUST 2019	320.03
09/12/2019	001	22010	HARRIS & LITERSKI ATTORNEYS AT	LEGAL - BOARD/ ORDINANCE	384.45
09/12/2019	001	22011	RICOH USA, INC.	COPIER LEASE 8.28.19 TO 9.27.19	124.21
09/12/2019	001	22012	RICOH USA, INC.	4441 B&W 2885 COLOR	189.32
09/12/2019	001	22013	VOYA INSTITUTIONAL TRUST COMPANY	SEPTEMBER 2019 EMPLOYEE CONTRIBUTIONS	160.00
09/19/2019	001	22014	ACCIDENT FUND COMPANY OF	WORKERS COMP POLICY 2ND INSTALLMENT	417.50
09/19/2019	001	22015	BLUE CROSS BLUE SHIELD OF MICHIGAN	HEALTH INSURANCE OCTOBER 2019	5,901.42
09/19/2019	001	22016	GRIFFIN PEST SOLUTIONS, INC	HALL PEST CONTROL	44.00
09/19/2019	001	22017	ROSATI, SCHULTZ, JOPPICH&AMTSBUECHLER	LEGAL FEES - TRAFFIC	112.00
09/19/2019	001	22018	LIVINGSTON COUNTY ROAD COMMISS	LINDEN RD. SURFACE GRAVEL & TREE WORK	49,000.00
09/19/2019	001	22019	RESERVE ACCOUNT	POSTAGE METER REFILL	2,500.00
09/19/2019	001	22020	RUNYAN LAKE INCORPORATED	REIMB DEPOSIT FOR HALL RENTAL	75.00

001 TOTALS:

Total of 26 Checks:	154,765.02
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	<u>154,765.02</u>

Bank 016 TAX FUND STATE BANK CHECKING 9575

09/19/2019	016	3564	TYRONE TOWNSHIP	MOVE CASH TO CORRECT BANK ACCOUNT	<u>166,000.00</u>
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016 TOTALS:

Total of 1 Checks:	166,000.00
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	<u>166,000.00</u>

Bank 022 STATE BANK - PUBLIC SAFETY checking

09/09/2019	022	1152	HARTLAND AREA FIRE DEPARTMENT	4 FIRE RUNS AUGUST 1-15	4,257.00
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Check Date	Bank	Check	Vendor Name	Description	Amount
09/09/2019	022	1153	TRANSUNION RISK DATA SOLUTIONS	PEOPLE SEARCH AUGUST 2019	50.00
09/12/2019	022	1154	ARBOR PROFESSIONAL SOLUTIONS	COURT FEES - BELL FIRE RUN	15.00
09/12/2019	022	1155	CITY OF FENTON	17 FIRE RUNS AUG. 2019	23,204.00

022 TOTALS:

Total of 4 Checks:	27,526.00
Less 0 Void Checks:	0.00
Total of 4 Disbursements:	27,526.00

Bank 101 FLAGSTAR-SEWER DEBT-CKG

09/09/2019	101	1177	TYRONE TOWNSHIP	CASH DEPOSITED IN SEWER SHOULD BE IN CO	25.00
09/19/2019	101	1178	LIVINGSTON COUNTY TREASURER	2013 BOND INTEREST PAYMENT 2007 BOND INTEREST PAYMENT	50,025.00 38,900.00

101 TOTALS:

Total of 2 Checks:	88,950.00
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	88,950.00

Bank 102 SEWER O&M CHECKING 590

09/12/2019	102	404	LIVINGSTON COUNTY DRAIN COMM.	SEWER O&M 7.25.19 TO 8.29.19	63,178.48
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102 TOTALS:

Total of 1 Checks:	63,178.48
Less 0 Void Checks:	0.00
Total of 1 Disbursements:	63,178.48

Bank 108 TAX FUND FLAGSTAR

09/09/2019	108	2626	JEWELL HELQUIST	SUMMER 2017 TAX REFUND	35.00
09/19/2019	108	2627	CLARKE KEITH	2019 Sum Tax Refund 4704-09-100-009	888.16
09/19/2019	108	2628	CORELOGIC	2019 Sum Tax Refund 4704-01-300-034	1,180.09
				2019 Sum Tax Refund 4704-02-101-012	1,777.61
				2019 Sum Tax Refund 4704-02-201-006	934.39
				2019 Sum Tax Refund 4704-03-101-037	695.21
				2019 Sum Tax Refund 4704-05-101-027	1,327.04
				2019 Sum Tax Refund 4704-09-100-007	2,910.60
				2019 Sum Tax Refund 4704-09-401-040	807.60
				2019 Sum Tax Refund 4704-09-402-017	106.83
				2019 Sum Tax Refund 4704-09-402-111	3,522.39
				2019 Sum Tax Refund 4704-10-301-001	2,639.09
				2019 Sum Tax Refund 4704-16-400-005	1,504.23
				2019 Sum Tax Refund 4704-27-400-023	988.76
				2019 Sum Tax Refund 4704-31-400-041	3,660.97
				2019 Sum Tax Refund 4704-32-200-002	585.22
				2019 Sum Tax Refund 4704-33-200-019	1,980.73
				2019 Sum Tax Refund 4704-34-200-018	2,601.01
				2019 Sum Tax Refund 4704-34-402-012	2,350.34

Check Date	Bank	Check	Vendor Name	Description	Amount
				2019 Sum Tax Refund 4704-34-402-015	2,975.59
				2019 Sum Tax Refund 4704-36-100-055	1,595.56
					<u>34,143.26</u>
09/19/2019	108	2629	DINSER TAMMY	2019 Sum Tax Refund 4704-31-400-044	5.00
09/19/2019	108	2630	FENTON SCHOOLS	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	474,899.91
09/19/2019	108	2631	FIRST AMERICAN TITLE COMPANY	2019 Sum Tax Refund 4704-30-300-020	22.11
09/19/2019	108	2632	GISD	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	247,994.31
09/19/2019	108	2633	HARTLAND CONSOLIDATED SCHOOLS	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	200,858.45
09/19/2019	108	2634	LAMMY RONALD III & CARISSA	2019 Sum Tax Refund 4704-15-201-024	552.36
09/19/2019	108	2635	LERETA LLC	2019 Sum Tax Refund 4704-21-200-025	4,230.61
09/19/2019	108	2636	LERETA LLC	2019 Sum Tax Refund 4704-30-102-018	2,107.23
09/19/2019	108	2637	LERETA LLC	2019 Sum Tax Refund 4704-09-402-120	790.56
				2019 Sum Tax Refund 4704-11-401-015	760.48
				2019 Sum Tax Refund 4704-19-200-006	3,146.80
					<u>4,697.84</u>
09/19/2019	108	2638	LESA	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	224,018.39
09/19/2019	108	2639	LINDEN COMMUNITY SCHOOLS	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	308,799.79
09/19/2019	108	2640	LIVINGSTON COUNTY TREASURER	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	3,196,115.23
09/19/2019	108	2641	STATE OF MICHIGAN	S2019 TAX DISBURSEMENT 8.28.19 TO 9.16.1	485.67
09/19/2019	108	2642	TYRONE TOWNSHIP	CASH TO COMMON ACCOUNT FOR NSF	35.00
09/19/2019	108	2643	WELLS FARGO	2019 Sum Tax Refund 4704-09-204-072	928.59
108 TOTALS:					
Total of 18 Checks:					4,700,816.91
Less 0 Void Checks:					0.00
Total of 18 Disbursements:					<u>4,700,816.91</u>
Bank 112 FLAGSTAR CHECKING - SA ROAD IMPROVEMENTS					
09/12/2019	112	1036	HARRIS & LITERSKI ATTORNEYS AT	LEGAL - IRISH HILLS	930.00
09/19/2019	112	1037	ALLIED CONSTRUCTION	IRISH HILLS ROAD CONSTRUCTION	558,209.47
112 TOTALS:					
Total of 2 Checks:					559,139.47
Less 0 Void Checks:					0.00
Total of 2 Disbursements:					<u>559,139.47</u>
Bank 203 TRUST & AGENCY 701 CKG					
09/12/2019	203	1804	HARRIS & LITERSKI ATTORNEYS AT	LEGAL - SANCTUARY	866.25
09/12/2019	203	1805	LIVINGSTON COUNTY TREASURER	SPECIFIC MOBILE HOME TAX & SET AUG. 2019	1,940.00
09/12/2019	203	1806	TYRONE TOWNSHIP	SPECIFIC MOBILE HOME TAX & INT AUG. 2019	388.22
203 TOTALS:					
Total of 3 Checks:					3,194.47
Less 0 Void Checks:					0.00
Total of 3 Disbursements:					<u>3,194.47</u>

REPORT TOTALS:

09/24/2019 10:40 AM
User: MHUSTED
DB: Tyrone

CHECK REGISTER FOR TYRONE TOWNSHIP
CHECK DATE FROM 08/30/2019 - 09/24/2019

Check Date	Bank	Check	Vendor Name	Description	Amount
Total of 57 Checks:					5,763,570.35
Less 0 Void Checks:					0.00
Total of 57 Disbursements:					<u>5,763,570.35</u>

COMMUNICATION #1

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	#EXCEPTIO	\$500.00	#EXCEPTIO	\$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	\$3,238.00
Jun-19	(1)-1 Excp 13	\$17,528	(2) 4	\$5,676	(3) 7	\$9,933	\$33,137	\$8,514.00
Jul-19	(2)-1 Excp 12	\$16,109	(2)-1 Med 11	\$15,609	(7) 15	\$21,285	\$53,003	\$14,590.00
Aug-19	(5) 1 Excp 17	\$23,204	(1) 7	\$9,933	4	\$5,676	\$38,813	8514
Sep-19								
Oct-19								
Nov-19								
Dec-19								
Jan-20								
Feb-20								
Mar-20								
Excp	1	\$500						
MED			1	\$400.00				
YTD TOTALS	64	\$87,140	29	\$43,989	27	\$53,922	\$185,051	\$34,856
YTD RUNS								
YTD Excp	4	\$2,000						
YTD MED	1	\$400	1	\$400				

CITY OF FENTON OUTSTANDING FIRE RUNS

INCIDENT DATE	INCIDENT #	BALANCE	STATUS
Jun-17	234	\$205.00	PAYMENT PLAN
Jul-17	306	\$810.00	PAYMENT PLAN
Feb-18	80	\$605.00	PAYMENT PLAN
May-19	163	\$1,419.00	TO COLLECTIONS
May-19	164	\$400.00	TO COLLECTIONS
Jul-19	225	\$1,419.00	INVOICED
Aug-19	272	\$1,419.00	INVOICED
Aug-19	278	\$1,419.00	INVOICED
Aug-19	299	\$1,419.00	INVOICED
Aug-19	323	\$1,419.00	INVOICED
Aug-19	327	\$1,419.00	PROCESSING

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	\$914.37	COLLECTIONS
32	Oct-17	426	\$1,405.00	COLLECTIONS
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	Dec-17	532	\$1,405.00	COLLECTIONS
37	Jan-18	22	\$1,405.00	COLLECTIONS
38	Jan-18	27	\$1,405.00	COLLECTIONS
39	Mar-18	117	\$1,405.00	COLLECTIONS
40	Jul-18	296	\$1,419.00	COLLECTIONS
41	Aug-18	318	\$1,419.00	COLLECTIONS
42	Aug-18	345	\$1,300.50	COLLECTIONS
43	Nov-18	438	\$1,419.00	COLLECTIONS
44	Nov-18	484	\$1,419.00	COLLECTIONS
45	Apr-18	161	\$1,010.00	COLLECTIONS
46	May-19	163	\$1,419.00	COLLECTIONS
47	May-19	164	\$400.00	COLLECTIONS
48				
49				
50				

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	INVOICED
Jun-19	19310	\$709.50	INVOICED
Jun-19	19310	\$709.50	INVOICED
Jul-19	19397	\$1,419.00	INVOICED
Jul-19	19403	\$400.00	INVOICED
Aug-19	19469	\$1,419.00	PROCESSING

HARTLAND OUTSTANDING FIRE RUNS

INCIDENT DATE	INCIDENT #	BALANCE	STATUS
Dec-11	11-999	\$780.00	PAYMENT PLAN
Aug-13	13-0499	\$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
Oct-16	16-631	\$400.00	TO WRITE OFFS
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
Sep-18	18-653	\$1,419.00	TO WRITE OFFS
Jun-19	19-366	\$1,419.00	INVOICED
Jun-19	19-376	\$1,419.00	INVOICED
Jul-19	19-513	\$1,419.00	INVOICED



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

Closed Report
Accounts Closed From 8/1/2019 Thru 8/31/2019

RECEIVED
SEP 11 2019

Reference #	Close Reason	Account Name	Assign Date	Closed Date	Amount Cancelled
13-0000499	UNCOLLECTIBLE	[REDACTED] GARRETT JAMES	10/28/16	08/07/19	148.00
Totals	1				





UNIVERSAL CREDIT SERVICES
 P.O. BOX 133
 HARTLAND, MI 48353
 810-632-3450

1

INVOICE 030353
 09/03/19

* RECAP *

RECEIVED
 SEP 11 2019

No. 119

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

Date	Name / Ref No.	Sts	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

SEPTEMBER 2019 WRITE OFF LIST

INCIDENT DATE	INCIDENT #	AMOUNT	NAME STATUS	STATUS
10/25/2016	16-631	\$400.00	DRAKE	BANKRUPTCY NO ASSETS
9/23/2018	18-653	\$1,419.00	FERNALD	COUNTY CONFINEMENT
TOTAL		\$1,819.00		

NEW BUSINESS #2

2508 Harte Dr.
Brighton, MI 48114
Phone: (810) 588-5930



TWO MEN AND A TRUCK®

"Movers Who Care."

U.S. DOT No.2098478
MC-731991-C
MPSC 34556

Each franchise independently owned and operated.

www.twomenandatruck.com
Estimate Detail

Thank you for choosing TWO MEN AND A TRUCK® for your moving needs. The information below includes the details of the estimate based on the information collected. Please let me know if any changes occur that could impact the estimate provided.

Customer Information:

Name: Cunningham, Mike Customer Type: Business
Primary Phone: (810) 262-9186 (Mobile) Business: Tyrone Township
Primary Email: supervisor@tyronetownship.us

Estimate #: 0297-016260114
Move Date: 11/21/2019
ETA: 8:00 AM - 9:00 AM
Zone: Local

Move Locations:

Move From: 10408 Center Rd
Fenton, MI 48430
Notes:

Move To: 8420 Runyan Lake Rd
Fenton, MI 48430
Notes:

Service Type: Move
Estimator: Barczewski, Cheney

Special Conditions:

Move Items:

Total No. of Items: 184 Estimated Weight: 12040.00 lbs.
Building Type: General Office
Move From: 10408 Center Rd

Move From:

Fenton, MI 48430

Room	Item Description	Qty	Extras	Note
Office/Den-33	Bookcase > 4	1	\$0.00	
Move From: Floor 1	Chair, Office	12	\$0.00	
Move To: Floor 1	TV >50"	2	\$0.00	
	Table, Medium	2	\$0.00	
	File, 4 dr. Vertical	2	\$0.00	
	File, 2 dr. Lateral	1	\$0.00	
	File, 4 dr. Lateral	1	\$0.00	
	Cabinet, Metal	1	\$0.00	
	Desk, L Shaped	1	\$0.00	
	Chair, Office	1	\$0.00	
	File, 4 dr. Vertical	7	\$0.00	
	File, 3 dr. Lateral	1	\$0.00	
	Desk, L Shaped	1	\$0.00	
	Chair, Office	1	\$0.00	
	Table, Medium	2	\$0.00	
	File, 2 dr. Vertical	3	\$0.00	
	Copier, Standalone	1	\$0.00	
	File, 2 dr. Vertical	2	\$0.00	
	File, 4 dr. Vertical	2	\$0.00	
	Credenza	1	\$0.00	
	Desk-Office	1	\$0.00	
	Chair, Office	1	\$0.00	
	File, 3 dr. Lateral	2	\$0.00	
	File, 4 dr. Vertical	1	\$0.00	
	Cabinet, Metal	3	\$0.00	
	Refrig > 10 cf	1	\$0.00	
	Desk, L Shaped	3	\$0.00	
	Table, Conference	1	\$0.00	
	Chair, Arm	12	\$0.00	
	File, 4 dr. Lateral	4	\$0.00	
	File, 4 dr. Vertical	4	\$0.00	
	Chair, Office	6	\$0.00	

Estimated Boxes & Supplies:

Cost Estimate Breakdown:

Service/Item **Estimate**

Number of Trucks 2.0

Number of Movers 5.0

	Service	Hours	Qty.	Rate
	Move			
Est.	4 Men / 2 Trucks	7.50 to 9.50	1	\$250.00
Est.	1 Man	7.50 to 9.50	1	\$50.00

Services \$2,250.00 to \$2,850.00

Valuation \$120.00

Total \$2,370.00 to \$2,970.00

No one likes surprises at the end of their move, so please review this information carefully. This estimate is based upon the information you've provided us, which is detailed above. Please contact our office if there's anything we've missed or overlooked, as any changes to the amount of goods we move may impact your final cost.

Signature: _____ Date: _____

Box - Small	100	\$0.00
Total Weight (lbs.): 12040.00		



4204 Holiday Drive Flint, MI 48507 | (800) 695-0540

Tyrone Township Office Move

Date of Proposal

September 3, 2019

Scope of Work

Loading and delivering office furniture and contents. Will require approximately 7 larger pieces to be disassembled and reassembled.

9.5 hours estimated

Men:	7 Crew members	3163.50
Trucks:	3 STs w/ Lift gate	655.50
Material:	12 Use of mailing tubes to empty out "Flat Files"	120.00
	2 Use of TV Boxes	25.00
	9 color labels	N/C
Equipment:	All brought out on the day of and brought back with us	N/C
FSC:	\$30/vehicle	90.00
Valuation:	\$25,000 of coverage @ \$3.50/\$1000 of coverage	87.50

The origin and destination sites will be protected with floor coverage, Corrigan Moving Systems will be responsible for any property damage caused by our crews or equipment at each/every location. The pieces themselves have minimum basic coverage of 60 cents per pound per article. Optional additional valuation is available at \$3.50 per \$1000 of coverage.

All Corrigan Moving Systems employees will be in uniform and are fully trained. Back ground, financial screening, drug & alcohol testing performed prior to working. Our crew are also subject to bi-annually & random checks. Corrigan crews meet and exceed HIPAA rules and regulations.

Thank you for the opportunity to offer a quote.

Respectfully,

Chase A. Robison

Regional Sales Manager



4204 Holiday Drive Flint, MI 48507 | (800) 695-0540

By signing below and returning this document you are ordering the work to be done.

CUSTOMER: _____ CORRIGAN: Chase A. Robison
Signature Signature
Printed Printed
Title Title

SERVICE AGREEMENT

This Service Agreement ("Agreement") is made on the date shown on the attached Transportation and Storage Proposal ("Proposal"), by and between Corrigan Moving Systems, ("Corrigan"), and "Customer". Customer and Corrigan intend that this Agreement shall govern any and all shipments accepted for delivery or storage by Corrigan.

Customer desires to utilize Corrigan to perform motor carrier services and warehousing ("Transportation and Storage Services") for the transportation and storage of any and all any finished or raw articles, materials, goods and/or commodities ("Product") owned by; sold to or under the control of Customer, which may be tendered to Corrigan for transport. Corrigan desires to perform Transportation Services contemplated by this Agreement, subject to the terms and conditions described below. In consideration of the mutual covenants contained herein, and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, Customer and Corrigan agree as follows:

1. Scope of Services. Corrigan will perform the Transportation and Storage Services set forth in the attached Proposal. The Proposal describes the specific Services to be performed by Corrigan for Customer. Acceptance of the Proposal constitutes acceptance of this Agreement.

2. Obligations and Covenants.

A. At all times during the term of this Agreement, Corrigan represents and warrants it shall:

- (i) Provide sufficient personnel, equipment and materials to perform Transportation and Storage Services;
(ii) Use reasonable care and diligence as a skilled and experienced motor carrier and warehouse to minimize loss, damage, delay and destruction of Products transported;
(iii) Assume full responsibility for payment of all freight bills and other invoices for transportation, and other services, performed for its benefit by underlying drayage agents, contractors, and line-haul motor carriers.
(iv) Provide the Transportation Services promptly, efficiently, and safely with reasonable dispatch and an appropriate degree of professional care, skill and diligence, so as to meet the agreed upon delivery schedules.

Corrigan may refuse to handle or transport any Product it reasonably determines is not safe for handling or transportation and shall inform Customer promptly of any such refusal and the reasons therefore.

B. At all times during the term of this Agreement, Customer shall:

- (i) Own or have obtained necessary legal right and license to acquire, own, market, sell and ship product subject to this Agreement;
(ii) Pay to Corrigan for the Transportation and Storage Services performed under this Agreement in full compliance with paragraph 3, below and with the rates and charges set forth in the Proposal, attached;



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- (iii) Inform Corrigan of any changes that would affect the amount of work to be performed, including but not limited to, changes in schedule or any change in address of the point of origin or the destination;
- (v) Identify all Product tendered to Corrigan for transportation or storage, especially with regard to HAZMAT.
- (vi) Accept financial responsibility for all delays in completion of the transportation caused by circumstances beyond Corrigan's control. Such circumstances include, but are not limited to, adverse weather conditions, highway obstructions, faulty or impassible highways or lack of capacity of a highway or bridge, riots, strikes, or military activities, malfunctioning of Customer's onsite equipment, impairment of access, unforeseen delays at the dock area, non-operation of elevators, presence of Customer's personnel, blocked entrances, additional items to be moved, changed plans of movement and inaccurate furniture placement graphs.

Notwithstanding any other provision of this Agreement, Customer agrees to indemnify Corrigan against any property loss, damage or injury, death or other liability, including fines, attorney's fees and related expenses, resulting from Customer's non-compliance with the obligations set forth in paragraph 2(B).

3. **CORRIGAN'S CHARGES.** Corrigan's charges for labor, equipment, and materials in connection with the Transportation and Storage Services are set forth in the Proposal. Rates are based on factors set forth in the Proposal, which is included as part of this Agreement. Such rates, charges and rules, if any, shall apply to all Product shipped or received by Customer and/or third parties for Customer's account transported by Corrigan, either directly or indirectly, under this Agreement. Final charges will be based on actual time and materials. Labor rates are based on portal to portal time, except as noted in the Proposal. Failure to notify Corrigan of cancellation or changes at least twenty-four (24) hours in advance to any scheduled Transportation and Storage Services may result in additional charges.

The parties hereto intend that all shipments hereunder shall be on a "freight prepaid" basis. To the extent of any shipments accepted by Corrigan that are shipped by Customer on a "collect" basis, Customer guarantees to Corrigan full and complete payment of any such charges in the event that the consignee fails to pay same.

Customer is expected to make all payments no later than thirty (30) days from Customer's receipt of each invoice (freight bill). Late charges will begin thirty (30) days after the invoice (freight bill) is presented to the Customer and are one and one half percent (1 ½ %) per month on the unpaid balance until the final payment is made. Corrigan reserves the right to withhold services under this Agreement until all balances are paid.

4. **TRANSPORTATION AND STORAGE DOCUMENTATION.** Each shipment hereunder shall be evidenced by a bill of lading, acknowledgment of receipt or similar document. Any of the terms, conditions and provisions of such documents shall be subject and are subordinate to the terms, conditions and provisions of this Agreement. It is expressly agreed that the signature by any employee, agent or contractor of Corrigan on such bill of lading, receipt or other form is merely to acknowledge receipt of Product and does not in any way bind Customer to the terms thereof. Neither employees or agents of Customer, nor employees, drivers, agents and/or contractors of Corrigan are authorized to vary the terms and conditions of this Agreement by signing and/or accepting such a bill of lading, receipt or other similar document.

5. **CARRIER AND WAREHOUSE LIEN.** Corrigan shall have lien rights on Products for any sums due and payable to Corrigan hereunder.

6. **CORRIGAN'S LIABILITY FOR LOSS, DAMAGE OR DELAY TO PRODUCT.**

A. **Liability and Measure of Damages.** Corrigan shall not be liable to Customer, except for loss or damage to product occurring while shipment is under the care, custody and control of Corrigan, including any agent or subcontractor of Corrigan. It is agreed that the liability of Corrigan is limited to sixty cents (\$0.60) per pound per article unless a higher released value is stated in the Proposal in which case the Customer agrees to pay Corrigan an additional valuation charge as stated in the Proposal.

Corrigan shall not be liable for loss that occurs (a) from an act, omission or order of the Customer; (b) from ordinary aging, wear & tear; (c) from a defect or inherent vice of the article, including susceptibility to damage because of atmospheric conditions such as temperature and humidity; (d) from hostile or warlike action including terrorism and insurrection; (e) from strikes, lockouts, labor disturbances, riots, or civil disturbances; (f) from acts of God; (g) from breakage of articles of a brittle or fragile nature unless such articles are packed by Corrigan or such breakage results from the negligence of Corrigan; (h) from the failure of the mechanical functions of pianos, ranges, refrigerators, radios, televisions, computers, and other mechanical or electronic equipment unless breakage results from the negligence of Corrigan.

B. **Procedure for Disposition of Freight Claims.** All claims for loss, damage or delay under paragraph 6.A., above, shall be filed by Customer



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with Corrigan within one (1) month from the date of delivery of a shipment, or in the case of non-delivery, within one (1) month from the date the shipment should have been delivered. All such claims shall be paid, declined or resolved within one hundred eighty (180) days of the file date. Corrigan shall provide Customer with written acknowledgment of the claim within thirty (30) days of the receipt of the claim.

C. **Statute of Limitations.** Any action at law for such loss, damage or delay shall be instituted against Corrigan only within two (2) years from the date of Corrigan's written notice to Customer of disallowance of such claim or any part thereof.

7. **WAREHOUSE RULES.** Access to goods stored in our warehouse is by appointment only. Reasonable notice is required for access to or for delivery of goods in storage. A labor charge will be made for handling of and access to goods in storage. A platform charge will be made when goods are released to an outside carrier. All charges due must be paid in full before Corrigan will release the Customer's goods. It is agreed that the address of the depositor of goods for storage is as given on the Proposal and shall be relied upon by Corrigan as the address of the depositor until change of address is given in writing to Corrigan and acknowledged in writing by Corrigan. Notice of any change of address will not be valid or binding upon Corrigan if given or acknowledged in any other manner. The Customer agrees that unless notice is given in writing to the company within ten days after the receipt of the inventory list accompanying any service, the inventory list shall be deemed to be a correct and complete description of all items transported and/or stored and the condition thereof.

8. **HOUSEHOLD GOODS MOVES.** On any household goods moves, these terms & conditions are superseded by the relevant contracts, regulations, tariffs, and transportation agreements that are applicable for that relocation.

9. **TERM OF AGREEMENT.** Subject to any right of termination provided herein, the term of this Agreement shall be for one (1) year (the "Initial Term"). Thereafter, this contract will be extended for successive one (1) year periods (the "Extended Term") unless either party gives written notice not to renew to the other party no later than ninety (90) days prior to the end of the then current term.

10. **TERMINATION.** Notwithstanding the provisions of Paragraph 7 above, this Agreement may be terminated by either party but no sooner than after the expiration of at least three (3) months of the first period of service specified in Paragraph 7 above, and thereafter only upon thirty (30) days written notice from the terminating party to the non-terminating party.

11. **SURVIVAL OF WARRANTIES.** No termination of this Agreement shall cancel or otherwise discharge any obligations and liabilities of Customer and Corrigan which exist as of the date of termination, and all warranties and representations of either party shall survive termination.

12. **NATURE OF SERVICES AND WAIVER.** This Agreement is a contract within the meaning of 49 U.S.C. §14101(b)(1). Except as otherwise provided herein, Corrigan and Customer expressly waive any and all rights and remedies each may have under Part B of the ICCTA 49 U.S.C. §13101-14914, including by reference and for emphasis, but without limitation, 49 U.S.C. §§ 13706, 13707, 13708, 13709, 13704, 14705 and 14706, respectively, thereof. However, nothing in this Agreement shall be construed as waiving any provision governing Corrigan's compliance with any and all statutory registration, insurance and/or safety related requirements relative to motor carriers, such as Corrigan.

13. **INDEPENDENT CONTRACTOR STATUS OF CORRIGAN.** At all times during the term of this Agreement, Corrigan shall be and is an independent contractor and the persons operating Corrigan's vehicles and equipment shall not be the employees of Customer.

14. **NON-SOLICITATION OF EMPLOYEES.** During the term of this Agreement, and for one (1) year thereafter, Customer agrees not to solicit or employ any employees of Corrigan without prior written consent.

15. **AGREEMENT NON-EXCLUSIVE.** It is understood and agreed between the parties hereto that this is a non-exclusive agreement and that Corrigan shall be free to accept freight for transportation from Customers other than Customer and that Customer shall be free to tender freight for transportation to carriers other than Corrigan.

16. **ENTIRE UNDERSTANDING.** This Agreement and attached documents, including the Proposal, is the instrument that contains the entire understanding and contractual agreement between the parties with respect to the transportation services described herein. It cannot be amended except in a writing signed and dated by both parties as provided in Paragraph 17, below.

17. **CHANGES, MODIFICATIONS, AND ALTERATIONS.** The terms and conditions of this Agreement shall not be changed, modified, or altered by either party except by a written amendment which has been signed and dated by authorized representatives of both parties hereto. Verbal



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agreements and instructions which change, modify, or alter the terms or conditions contained within this written Agreement are not permitted and are not binding. Such changes are without force until they have been incorporated within an effective written amendment to this Agreement or a new agreement which replaces it. Amendments must be signed by authorized representatives of both parties before they can become effective. All amendments will be sequentially numbered and will show the effective date on the bottom of the first page (and also an expiration date if it is different from the original expiration date of this Agreement).

18. **INVALIDITY OF PROVISIONS.** Should any part of this Agreement for any reason be declared by any court of competent jurisdiction to be invalid, such decision shall not effect the validity of any remaining portion, which remaining portion shall continue in full force and effect as if this Agreement had been executed with the invalid portion hereof eliminated, it being the intention of the parties that they would have executed the remaining portion of this Agreement without including any such part, parts or portions which may for any reason be hereafter declared invalid.

19. **FORCE MAJEURE.** Delays in the performance under this Agreement shall be excused, upon notice (when and where conditions allow) to the other party, when occasioned by war, civil commotion, acts of God, fire, authority of law, crop failure, strikes, the inherent nature of the goods, and other like occurrences, but only to the extent of the delay caused by such events of force majeure and only for so long as such force majeure continues; provided, however, that the party so excused from delay in performance shall have used its best efforts to avoid and/or remedy the effects of such force majeure. The volume to which Customer is committed as specified in this Agreement shall be reduced in proportion to any such delay caused by any such event of force majeure.

20. **ASSIGNMENT OF AGREEMENT.** The rights and obligations of this Agreement are personal to Corrigan and Customer. This Agreement shall not be assignable or otherwise transferable by either party, in whole or in part, without written consent of the other party.

21. **GOVERNING LAW.** This Agreement shall be governed by and construed in accordance with the laws of the United States or, alternatively, and depending on jurisdiction, the laws of the State of Michigan.

22. **ARBITRATION.** In order to resolve any dispute hereunder, the parties shall submit the matter to binding arbitration. Such arbitration shall be conducted: (a) in Farmington Hills, Michigan under the rules then in force of the American Arbitration Association ("AAA"), including one or more arbitrators as the parties may agree; or, alternatively, (b) the parties may proceed to arbitration in accordance with the rules and procedures promulgated by the Transportation Lawyers Association, a nonprofit organization. Any decision may include any remedy contemplated by this Agreement and any allocation of the administrative fees and expenses of such arbitration deemed just and equitable to the arbitrator.

23. **WAIVER AND DISCHARGE.** This Agreement may not be released, discharged, abandoned, changed, or modified in any manner except by an instrument in writing signed on behalf of each of the parties hereto by their duly authorized representatives. The failure of any party hereto to enforce at any time any of the provisions of this Agreement shall in no way be construed to be a waiver of any such provision, or in any way to affect the validity of this Agreement or any part thereof or the right of any party thereafter to enforce each and every such provision. No waiver of any breach of this Agreement shall be held to be a waiver of any other or subsequent breach. In no event shall any part be liable for consequential, indirect special or incidental damages, whether based on contract, tort or any other legal theory.

24. **TITLES AND HEADINGS.** Titles and headings to sections herein are inserted for the convenience of reference only and are not intended to be a part of or to affect the meaning or interpretation of this Agreement.

25. **ATTACHMENTS.** The Proposal, as well as other attachments to this Agreement shall be construed with and as an integral part of this Agreement to the same extent as if it had been set forth verbatim herein.

26. **ENTIRE AGREEMENT.** This Agreement and the Proposal and documents signed by both parties and described in paragraph 24, above, represent the entire agreement of the parties.

27. **SEPARABILITY.** In the event that any phrase, clause, sentence, or other provision contained in this Agreement shall violate any applicable statute, ordinance, or rule of law, the same shall be ineffective to the extent of such violations without invalidating any other provision of this Agreement.

NEW BUSINESS #3

Sick Time / Personal Time Comparision Local Municipalities

<u>Municipality</u>	<u>0-12 Months</u>	<u>1year- 4years</u>	<u>5years-9years</u>	<u>BEYOND</u>	
Livingston County**		72 Hours	92 Hours	132 Hours	Sick Bank Accrual
Hartland Township	40 Hours	80 Hours	120 Hours	160 hours	
Genoa Township**		80 Hours	120 Hours	160 Hours	Sick Bank Accrual
Brighton Charter*	66 Hours	108 Hours	144 Hours	178 Hours	Sick Bank Accrual
Tyrone Township	3 days	3 days	3 days	3 days	No Accrual

* Allocated Monthly

** Allocated Per Pay Period

Livingston County Vacation

<u>Scheduled 30-39</u>	<u>hours per week</u>	<u>Yearly Per Pay Period</u>
1 through 4 years of service	9 days	2.77 hours
5 through 9 years of service	11.5 days	3.54 hours
10 or more years of service	16.5 days	5.08 hours

Livingston County Sick

SCHEDULED 25-39 HOURS PER WEEK 5 days, deposited in sick bank January 1st each year

Genoa Township

Vacation Time:

1. All regular full-time employees are eligible for paid vacation leave based on date of hire. Eligible employees shall accrue, at the onset of employment, on a biweekly pay period basis, paid vacation days in accordance with the following schedule:

Years of Service*	Yearly	Per Pay Accrual
1 st thru end of 5 th Year	2 weeks	3.08 Hours
6 th thru end of 10 th Year	3 weeks	4.62 Hours
11 th Year and beyond	4 weeks	6.15 Hours

*Years of service is calculated based on hire date. New accrual amounts will begin the month you reach your 6th and 11th anniversary.

2. For part-time employees, vacation compensation will be based upon the number of hours worked in the period of January 1 through December 31 of the preceding year divided by fifty-two (52) weeks and then multiplied by the number of weeks eligible for vacation worked, to determine the number of benefit hours entitled by the employee. Vacation days will be determined under Leaves of Absence. (For example: a part-time employee who worked 1,560 hours in the previous year and has six years of service would receive 90 hours. $(1,560 / 52) \times 3 = 90$). Payment for vacation time is received in January and is paid at their current hourly rate in lieu of paid time off.

3. Temporary employees are not eligible for vacation benefits.
4. After 90 days of service, employees may request use of accrued vacation time from their supervisor.
5. Employees may accrue up to 160 hours of vacation. Vacation time will cease to accrue, and will therefore be lost, until the number of accrued hours is below 160.

Genoa Personal Time/Sick

All full-time employee has given two weeks written notice.

Hartland PTO Sick

Paid time off (PTO) is 80 hours/year. 20 hours given April 1, then 5 more hours earned each month of work.

Hartland Vacation:

First year of full-time employment = 40 Hours

After one (1) year of full-time employment = 80 Hours

After five (5) years of full-time employment = 120 Hours

After ten (10) years of full-time employment = 160 Hours



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BRIGHTON CHARTER TOWNSHIP

Personnel Policy/Procedure No.:

906 (page 1 of 2)

Effective Date:

April 2, 2002

Amended Date:

February 7, 2011

Amended Date:

August 21, 2017

Policy/Procedure Regarding:

Paid Time Off (PTO)

Paid time off is provided primarily for the personal business, rest and relaxation of employees. Brighton Charter Township provides paid time off with pay for full-time employees and part-time employees who are regularly scheduled to work more than 25 hours per week.

Paid time off is accrued on a monthly basis on the first day of the month following each month worked. Following is the schedule of PTO accrual rates:

- Hire up to first anniversary 5.5 hours per month
- First anniversary up to fourth anniversary 9.0 hours per month
- Fourth anniversary up to tenth anniversary 12.0 hours per month
- After tenth anniversary 13.33 hours per month
- After twentieth anniversary 14.56 hours per month

To qualify for PTO hours the employee must have actually worked or been otherwise paid for holiday, PTO, sick or bereavement time for all working days during the previous month.

Regularly scheduled part-time employees who regularly work at least 25 hours per week shall receive a prorated amount of PTO hours based upon a comparison of their normal hours worked with full-time status of 40 hours per week. For example, if a part-time employee works 25 hours per week, that 25 hours is divided by 40 hours to determine that 25 hours is 64% of 40 hours. That employee would then accrue 64% of the hours provided in this policy for his/her anniversary level.

PTO should be scheduled as far in advance as possible and approved by the employee's immediate supervisor. Employees requesting PTO of forty (40) hours or more shall submit their request to their immediate supervisor, in writing, at least 30 calendar days in advance. A copy of the request shall be provided to the Manager. PTO may be taken at any time that does not conflict with departmental operations as determined by the supervisor. A request previously approved shall not be denied absent the consent of the employee. If a holiday falls within an employee's paid time off, the day will count as a holiday, not as a PTO day. PTO must be taken in a minimum block of 2.0 hours. Employees are requested to complete a leave verification form and submit it with their time report.

Paid Time Off (PTO) – Policy No. 906
Page 2 of 2

Employees can carry over unused PTO up to a maximum of 80.0 hours as of the last pay period in December. Upon termination of employment due to resignation, death, retirement or layoff, employees shall be compensated for the unused PTO time. PTO will be prorated for the month of termination based on hours worked. Employees who are terminated from employment for just cause shall be considered to have forfeited any unused PTO time and the Township shall, therefore, have no obligation to pay same.

BRIGHTON CHARTER TOWNSHIP

Personnel Policy/Procedure No.:

907 (page 1 of 2)

Effective Date:

April 2, 2002

Amended Date:

April 20, 2004

Amended Date:

May 17, 2010

Policy/Procedure Regarding:

Sick Leave

Sick leave is accrued on a monthly basis on the first day of the month following each month worked. Effective May 1, 2004 each full-time employee shall be granted 6.7 sick leave hours per month. On May 1, 2004 all full-time employees shall be awarded sick hours earned for the period January 1, 2004 thru April 30, 2004.

A regular full-time employee shall be entitled to use his/her accumulated sick leave for any absence necessitated by his/her personal illness or by off-duty injury, not incurred in supplemental employment. Regular full-time employees may also use accumulated sick leave for any absence necessitated as a result of the serious health condition of a member of his or her immediate family. For the purposes of this section, immediate family is defined as spouse, child or parent.

Use of sick leave for personal illness or injury shall be for only that time for which an employee is not otherwise compensated under either the short-term disability or long term disability insurance policies. An employee may use sick leave to make up the difference between short-term disability or long-term disability and the employee's regular earnings subject to the terms of the disability policy in effect at the time. An individual may also use sick leave for absences necessitated by a serious health condition of an immediate family member. The term "serious health condition" and the term "immediate family member" shall be applied in these policies as those terms are defined by the Family and Medical Leave Act of 1993.

An employee shall substantiate the use of sick leave by such reasonable means as the Township may require. Intentional falsification of any affidavit, illness or injury or fraudulent use of sick leave shall be grounds for disciplinary action up to and including discharge.

The employer may demand a "return to work certification" from a physician for unscheduled sick leave in excess of three (3) days or for suspected sick leave abuse. The physician will be of the employee's choosing at his or her expense. The Township, however, reserves the right to have the employee examined at the Township's expense in the event that the Township has any reason to doubt the validity of the employee's return to work certification.

Sick Leave - Policy No. 907
Page 2 of 2

Sick leave may be taken in one (1) hour increments. To the extent that an employee has accumulated any unused sick leave on December 31 of any year, the employee has the option to carry over a maximum of 56 hours to the following year. Unused sick time in excess of 56 hours will be removed from the employee's sick leave bank.

NEW BUSINESS #4

Tyrone Township Schedule of Fees 6/25/2015

Land Use Permits	New
Residential Development	
Single Family Dwelling Move to Miscellaneous	\$100.00
Address Sign (Required for new residential construction) Move to Misc	\$25.00
Home Additions (Additional Square Footage)	\$100.00
Accessory Buildings/Structures/Garages/Barns/Shed (100 Sq. Ft. or larger on a permanent foundation) built after residence constructed.	\$100.00
Peripherals – amenities (decks, porches, pools, boathouses, etc.)	\$100.00
Temporary Dwellings/Trailers (during construction of permanent dwelling)	\$75.00
Ponds (large/Residential)	\$100.00
Shared Driveway	\$100.00
Excavation/Fill Waiver (5,000 square feet or more.) Change to \$50.00	\$100.00
Commercial/Industrial Development	
Campgrounds, offices, churches, educational institutions	\$200.00
New Buildings	\$200.00
Apartments, Duplexes, Hotels, Inns, etc. fee per unit	\$150.00
Multiple Retail Units as in a Mall of Strip fee per unit	\$150.00
Additions (additional square footage)	\$100.00
Storage Units (Initial) Change to \$200.00 Flat Fee Remove this Sentence	\$150.00
Plus each additional storage building unit above 1 under same Land Use Permit	\$75.00
Temporary Construction Trailers/ Mobile Units/Office for Business Use \$2000 Escrow	\$125.00
Satellite Dishes(>18"), TV, radio antennas (used privately in business activity) Remove	\$125.00
Public Communication Towers (Wireless, Cell, TV, Telephone, Radio, etc.) \$250	\$750.00
Other Construction	
Entrance Structures (Permanent, Ground, or Wall)	\$150.00
Signs \$50.00	\$100.00
Demolitions	\$75.00
Private Roads Application Fee (Letter of credit or cash deposit required)	\$100.00
Plus Private Road Admin. Fee of \$2,000 for construction Costs up to \$100,000.	\$2000.00
Or \$2,000 plus an additional 1% for construction costs of \$100,001 and up.	\$2000.00 + 1% over \$100,001
Waivers (reroofing, siding, major improvements, etc) No Waiver needed for Upkeep	\$50.00
Revisions to Land Use Permits	\$50.00
Pipeline Permit Application Remove this is managed by State and Fed Gov.	\$750.00
General Permit or License Fees	
Seasonal Roadside Stands	\$50.00
Burning Permits (annual)	\$5.00
Fireworks Application Remove this is permitted by Twp Board	\$25.00
Outdoor Assembly Application	\$100.00

Tyrone Township Schedule of Fees 6/25/2015

General Permit or License Fees <i>(continued)</i>	
Extractive/Mining New Application	\$500.00
Extractive/Mining Annual Renewal \$100.00	\$200.00
Medical Marijuana Grow Facilities New Permit & Annual Renewal	\$200.00
Kennels	\$75.00
Liquor License Application Fees & Cabaret Application (requires board approval)	\$1000.00 plus \$2,000 bond
Home Occupation Permit	\$50.00
Annual Food & Liquor Service with Entertainment Permit	\$125.00
Annual Private Club with Food Service & Liquor Service Permit	\$100.00
Annual Food & Liquor Service Permit	\$75.00
<i>*Note: Any activity Started before a permit is obtained is a violation subject to twice the permit fee, plus any other penalties ordinances may impose. The exterior of all buildings for which a permit is issues must be completed within six (6) months from the date of issuance of a building permit.</i>	
Township Board	
Public Hearing Fee (each)	\$250.00 Plus advertisement fee
Special Township Board Meeting \$1135 True Cost of Meeting	\$750.00
Industrial Facilities Tax Abatement Application	\$750.00
Zoning Board of Appeals	
Zoning Board of Appeals Hearing	\$400.00
Zoning board of Appeals Rehearing	\$400.00
Zoning Board of Appeals Special Meeting (Applicant Requested)	\$600.00

Tyrone Township Schedule of Fees 6/25/2015

Service Fees	
Cemetery Plots (Colwell, Clough Hill, and Gardner)	\$450.00
Fire Run Fee	As Billed
EMS Run Fee	\$400.00
FOIA per page (plus labor cost @ least cost employee capable of performing work min. \$10.85 per hour) \$15.35 per hour	\$0.10 Plus Labor Cost
Fax or Printed Copy per page (Readily available data)	\$0.10
Query Fee (election data, tax info)	\$25.00
Special Assessment Payoffs	\$15.00
Duplicate Tax Bill	\$1.00
Duplicate Tax Roll PDF (emailed) \$300.00	\$250.00
Field Sheet	\$2.50 picked up \$5.00 mailed or faxed
Assessing Appraisal Roll (CD or emailed)	\$300.00
Assessment Record Card (computer printout)	\$2.50 picked up \$5.00 mailed or faxed
Realtor's Summary Sheet	\$2.50 picked up \$5.00 mailed or faxed
Labels per page (up to 33 per page)	\$3.50
Labels – plain paper per page (up to 33 per page)	\$3.00
Sales Study, land sales	\$15.00
DVD/CD (property records, election data)	\$5.00 plus hourly preparation fee
Zoning Ordinance Book	\$75.00
Master Plan	\$75.00
Plat Books (Livingston County)	\$25.00
Tyrone Revisited Book (Historical Society)	\$15.00
Hall Rental (non-Profit, Civic Organizations) \$75.00 refundable deposit \$150.00	? \$150.00
Returned Checks (NSF)	\$25.00
Additional charge after 7 days Remove late Fee	35 \$10.00
Small Zoning Maps – color	\$5.00
Large Zoning Maps – color	\$7.00

TBD ←

NEW BUSINESS #5

CLOSED SESSION to discuss real estate transaction.