

**TYRONE TOWNSHIP
PUBLIC HEARING & REGULAR BOARD MEETING AGENDA
MARCH 7, 2023 - 7:00 P.M.
(810) 629-8631**

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

ROLL CALL

PUBLIC HEARING

The purpose of the public hearing is to review the proposed 2023-2024 Fiscal Year Township Budget. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.

APPROVAL OF AGENDA – OR CHANGES

APPROVAL OF CONSENT AGENDA

Regular Board Meeting Minutes – February 21, 2023
Clerk’s Warrants and Bills – February 28, 2023

COMMUNICATIONS

1. Fire Service Report – March 1, 2023

PUBLIC REMARKS

UNFINISHED BUSINESS

NEW BUSINESS

1. Request of Andrew Zourob to appeal his fire service charge.
2. Request of Brendan Foster for Storage Condominium Special Land Use permit.
3. Resolution to adopt the 2023-2024 budget by department totals.
4. General Appropriation Act Resolution.
5. Headlee Operating Tax Millage Rate Resolution.
6. Resolution to opt out of Senate Bill #7 health insurance provision for the 2023-2024 fiscal year.
7. Resolution to establish the 2023-2024 Trustees’ salary.
8. Resolution to establish the 2023-2024 Supervisor’s salary.
9. Resolution to establish the 2023-2024 Clerk’s salary.
10. Resolution to establish the 2023-2024 Treasurer’s salary.
11. Runyan Lake Inc. request for display fireworks permit.
12. Request to write off uncollectible fire services charges.

MISCELLANEOUS BUSINESS

PUBLIC REMARKS

CLOSED SESSION to discuss pending litigation.

ADJOURNMENT

* * * * *

Supervisor Mike Cunningham

Clerk Pam Moughler

Please note: Anyone wishing to address the Township Board may do so during Public Remarks. 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.

PUBLIC HEARING

The purpose of the public hearing is to review the proposed 2023-2024 Fiscal Year Township Budget. The property tax millage rate proposed to be levied to support the proposed budget will be a subject of this hearing.



TYRONE TOWNSHIP

2023-2024 Budget
Public Hearing
March 7, 2023

2022-2023 Events

- There is one scheduled election for 2023
- Appointed Kevin Ross to Planning Commission
- Appointed Kim Veenstra to Board of Review
- Appointed Chet Schultz to ZBA alt.
- Slight increase in revenue sharing
- Received second payment ARPA \$554K

2022-2023 Events



- Repaved Center Road Old US 23 to Linden
- Repaved Runyan Lake Rd. from Township to White Lake Rd.
- Repaved 2nd half of Parking lot
- Continued R.O.W Tree Cutting Program
- Cider Mill Crossing growth continues
- Tyrone Woods is in process for expanding 2nd phase
- Continue to work on ordinances to improve quality

2022-2023 Events

- Budget surplus 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022
- Estimated budget surplus 2022-23 \$285,000 est.
- Budget Surpluses are allocated to road fund, building fund.
- Master Plan revision expected to be complete by end of fiscal year.
- Historical Society held 1st ever PIONEER DAYS
- Census data showed 20% growth from 2010




Budget Process

- Estimate revenue
 - Review township services
 - Determine need of service
 - Estimate expenses for service
 - Develop an expense budget within income
 - Review YTD budget vs. actual expense
- 
- 



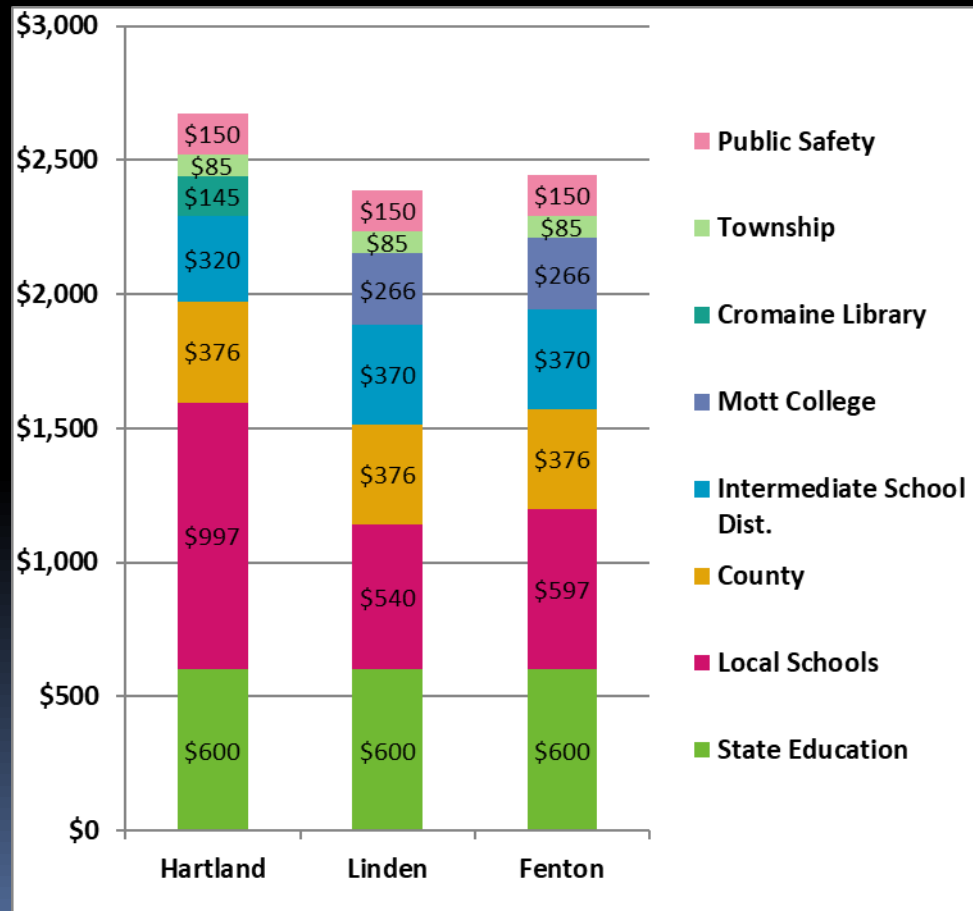
Challenges

- Revenue sharing uncertain for next year
 - Track with the 20 yr. Sewer Bond Repayment Plan
 - Continue to review all services & expenses
 - Orchard Park inter-county drain
 - Future needs
 - Roads funding from state
- 

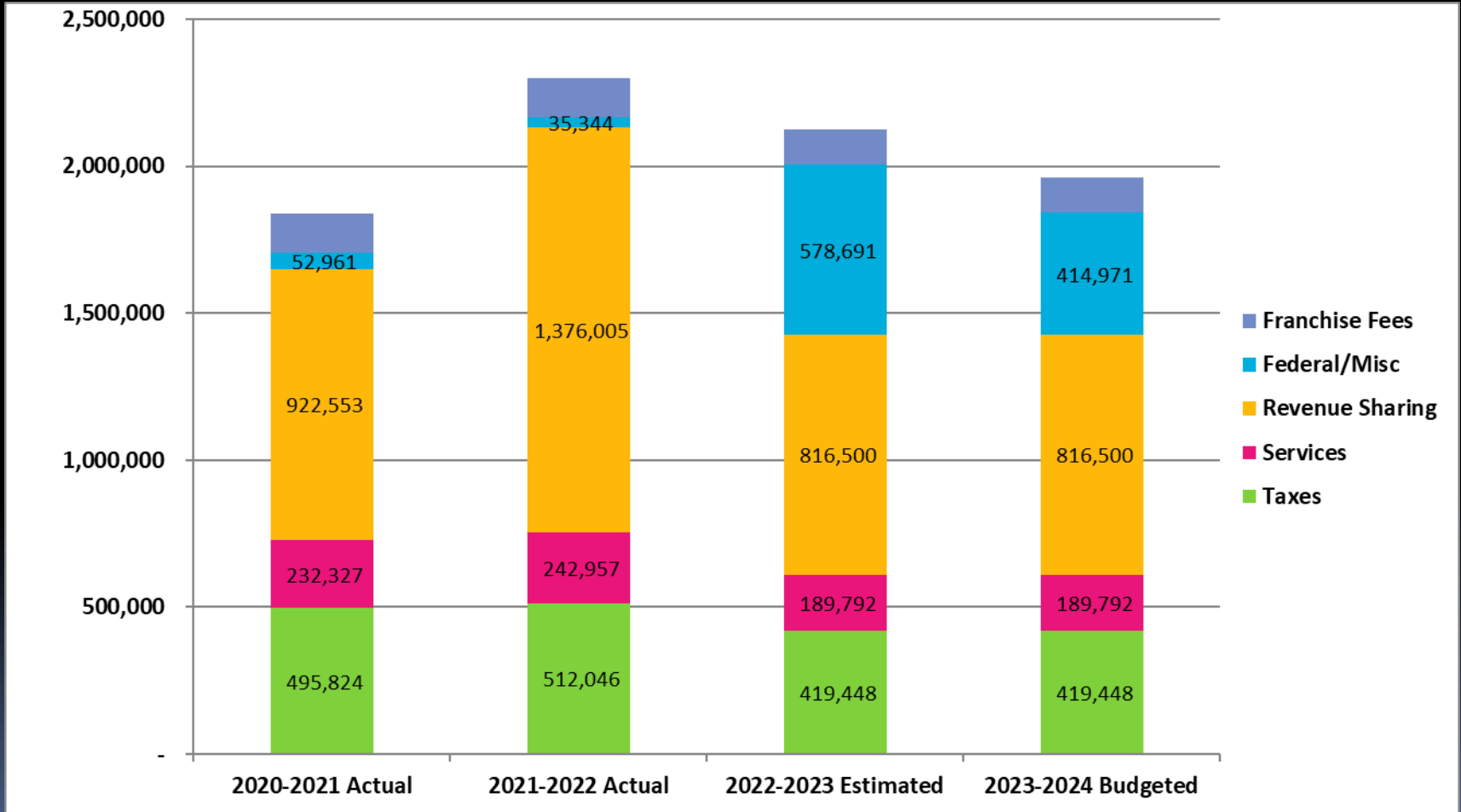
YOUR TAX DOLLARS - TYRONE

TOWNSHIP MILLAGE RATE 0.8512

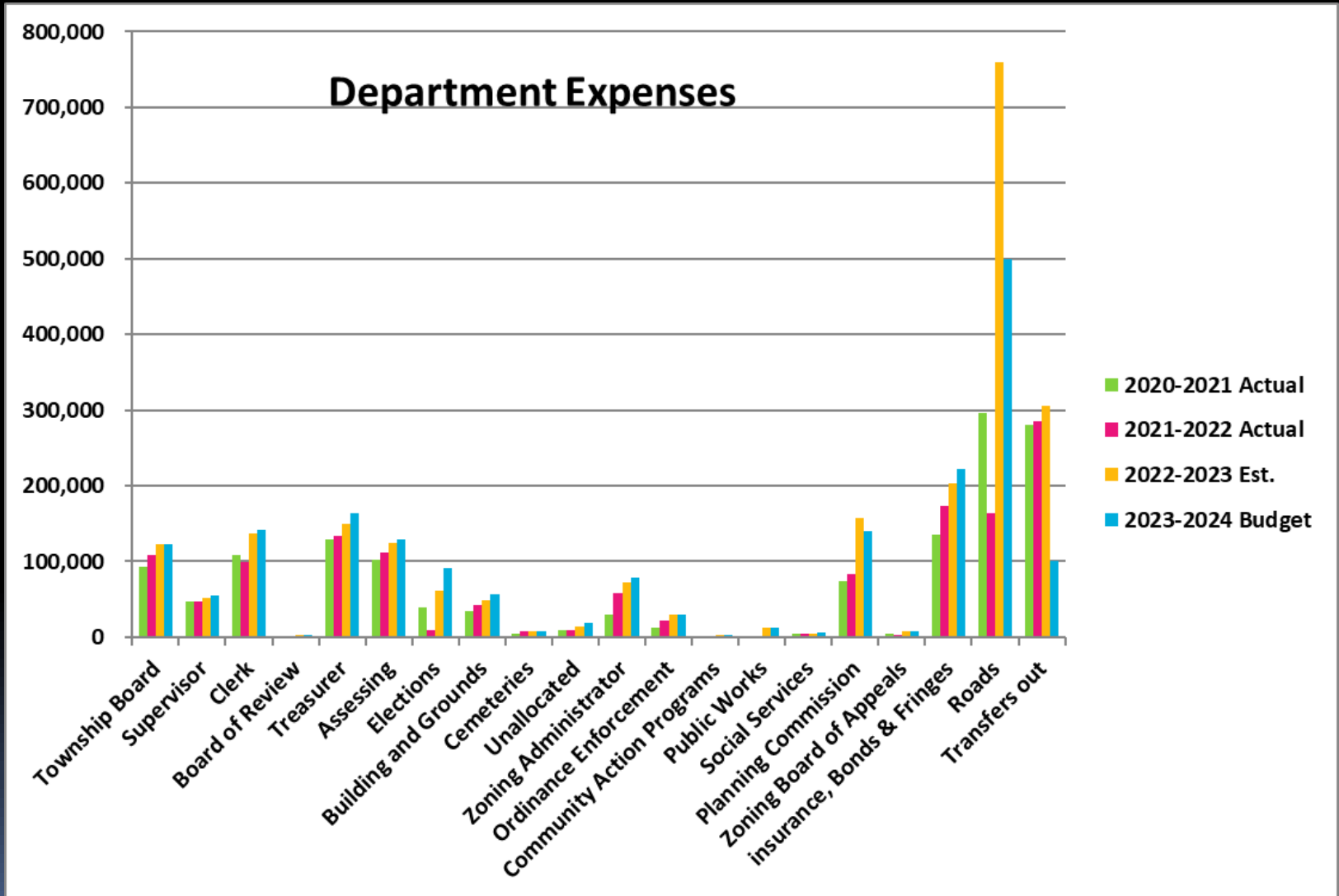
Residential Tax Rate Per \$100,000 Taxable Value



Annual Revenue By Source



Expenses By Department



General Fund Revenue and Expenses

101	Revenue	\$ 1,838,634	\$ 2,300,684	\$ 2,126,212	\$ 1,962,492
	Departments	2020-2021 Actual	2021-2022 Actual	2022-2023 Est.	2023-2024 Budget
101	Township Board	93,108	97,850	123,360	122,945
171	Supervisor	46,837	47,481	52,618	54,592
215	Clerk	108,568	98,580	137,692	141,690
247	Board of Review	1,907	1,615	2,510	2,510
253	Treasurer	129,125	133,600	149,495	163,488
257	Assessing	101,741	112,138	124,723	129,653
262	Elections	38,651	9,079	60,635	91,486
265	Building and Grounds	31,976	38,032	49,280	57,080
567	Cemeteries	4,300	7,760	8,055	8,101
727	Unallocated	9,221	9,863	14,691	16,191
703	Zoning Administrator	29,701	40,185	71,821	77,987
724	Ordinance Enforcement	11,744	21,699	29,182	29,637
729	Community Action Programs	1,748	1,748	2,500	3,500
441	Public Works	0	0	12,000	12,000
448	Street Lighting	2,075	1,969	2,546	2,546
685	Social Services	4,400	4,400	5,000	6,000
701	Planning Commission	73,371	83,535	156,862	139,511
702	Zoning Board of Appeals	4,706	3,355	7,065	7,065
277	Insurance, Bonds & Fringes	135,255	155,144	203,600	221,760
966	Transfers out	280,000	285,000	1,065,000	600,000
	Total Expenses	\$1,108,434	\$1,153,033	\$2,278,635	\$1,887,742

Restricted Fund Budgets

	<u>Revenue</u>	<u>Expenses</u>	<u>Surplus (Deficit)</u>	
145 Public Improvement Bldg & Site	\$ 100,000	\$ 75,000	\$ 25,000	
205 Public Safety	668,670	810,736	(142,066)	Use fund balance
212 Liquor Law Enforcement	3,000	3,000	-	
218 Jayne Hill Street Lighting	572	1,200	(628)	Use fund balance
219 Walnut Shores Street Lighting	100	160	(60)	Use fund balance
225 Shannon Glen Rubbish Removal	6,045	6,305	(260)	Use fund balance
226 Jayne Hill Rubbish Removal	21,618	19,360	2,258	
230 Apple Orchard Rubbish Removal	7,183	6,888	295	
234 Silver Lake Estates Rubbish Removal	15,300	15,300	-	
238 Parkin Lane Snow Removal	6,510	10,200	(3,690)	Use fund balance
232 Great Oaks Drive	2,960	3,250	(290)	Use fund balance
233 Laurel Springs Rubbish Removal	6,132	5,880	252	
245 Public Improvement Road	500,000	795,000	(295,000)	Use fund balance
246 Township Improvement Revolving	-	-	-	
259 Right of Way	8,800	10,000	(1,200)	Use fund balance
274 Public Education Grant	50,000	60,000	(10,000)	Use fund balance
858 Parkin Lane Road Improvement	29,421	43,015	(13,594)	Use fund balance
863 Lake Shannon Road Improvement	106,111	129,675	(23,564)	Use fund balance
864 Laurel Springs Road Improvement	14,032	15,300	(1,268)	Use fund balance
865 Irish Hills Road Improvement	59,046	62,976	(3,930)	Use fund balance
599 Sewer 2003	186,171	1,522,657	(1,336,486)	Use fund balance
590 Public Works Sewer O&M	689,508	867,400	(177,892)	Use fund balance

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End Of Presentation

PUBLIC COMMENTS

CONSENT AGENDA

Regular Board Meeting Minutes – February 21, 2023
Clerk's Warrants and Bills – February 28, 2023

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 1**

CALL TO ORDER

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on February 21, 2023 at 7:00 p.m. at the Tyrone Township Hall.

ROLL CALL

Present: Supervisor Mike Cunningham, Clerk Pam Moughler, Treasurer Jennifer Eden, and Trustee Kurt Schulze. Absent: Trustees Herman Ferguson, Zach Tucker, and David Walker.

APPROVAL OF AGENDA – OR CHANGES

Trustee Schulze moved to approve the agenda as presented. (Treasurer Eden seconded.) The motion carried; all ayes.

APPROVAL OF CONSENT AGENDA

- 1. Board and Planning Commission Joint Meeting Minutes – January 17, 2023**
- 2. Treasurer’s Report – January 2023**
- 3. Clerk’s Warrants and Bills – February 15, 2023**

Trustee Schulze moved to approve the consent agenda as presented. (Treasurer Eden seconded.) The motion carried; all ayes.

COMMUNICATIONS

- 1. Livingston County Sheriff’s Report – December 31, 2022**
- 2. Livingston County Sheriff’s Report – January 31, 2023**
- 3. Planning Commission Meeting Synopsis- February 14, 2023**

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

PUBLIC REMARKS

None.

UNFINISHED BUSINESS

None.

NEW BUSINESS

- 1. Audit contract approval.**

RESOLUTION #230201
TYRONE TOWNSHIP, LIVINGSTON COUNTY

TO SELECT TOWNSHIP AUDIT FIRM

WHEREAS, pursuant to the requirement of the Township to have a financial audit performed by and independent accounting firm every fiscal year; and

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 2**

WHEREAS, the Board of Tyrone Township deemed it necessary to have a Request for Proposal (RFP) for audit services; on January 24, 2022 an RFP was sent to 5 audit firms that were considered to have the skills and knowledge to complete the audit for the year ended March 31, 2022; the Township received 2 bids; both bids were evaluated by the Supervisor, Clerk, Treasurer and Accountant; Gabridge & Company was considered the winning bid.

NOW, THEREFORE, BE IT RESOLVED, that a recommendation to award the audit contract for the year ended March 31, 2022 to Gabridge & Company. The Township has the option on a yearly basis, at its discretion, to award Gabridge & Company the audit contract for the following fiscal year ending March 31, 2023 – March 31, 2026 based on the bid received.

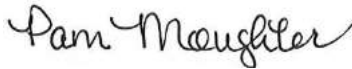
RESOLVED BY: Trustee Schulze
SUPPORTED BY: Treasurer Eden

VOTE: Schulze, yes; Cunningham, yes; Eden, yes; Moughler, yes; Walker, absent; Tucker, absent; Ferguson, absent.

ADOPTION DATE: February 21, 2023

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 21, 2023, 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.



Pamela Moughler
Township Clerk

2. Poverty exemption adoption.

**RESOLUTION #230202
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

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 3**

WHERE AS, the principal residence of persons, who the 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 principal 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 Assessor or Board of Review, accompanied by federal and state income tax returns for the current or immediately preceding year, including any property tax credits, for all persons residing in the principal residence. Federal and state income tax returns are not required for a person residing in the principal residence if that person was not required to file a federal or state income tax return. Instead, Form 4988, Poverty Exemption Affidavit may be filed for all persons residing in the residence who were not required to file federal or state income tax returns in the current or immediately preceding year.
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.

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 4**

BE IT FURTHER RESOLVED THAT that the Board of Review shall follow the above stated policy and federal guidelines in granting or denying an exemption.

ATTACHMENT A

POVERTY LEVEL GUIDELINE FOR 2023 TAX YEAR	
Size of Family Unit	Household Income
1	\$13,590
2	\$18,310
3	\$23,030
4	\$27,750
5	\$32,470
6	\$37,190
7	\$41,910
8	\$46,630
For each additional person	\$4,720

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 (over \$1,000), 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

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 5**

exempt from consideration are the homesteaded property with furnishings, bank accounts up to \$1,000, and one motor vehicle. That motor vehicle shall be valued no greater than \$10,000.

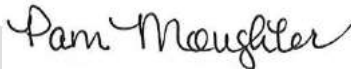
RESOLVED BY: Trustee Schulze
SUPPORTED BY: Treasurer Eden

VOTE: Eden, yes; Cunningham, yes; Schulze, yes; Moughler, yes; Ferguson, absent; Walker, absent; Tucker, absent.

ADOPTION DATE: February 21, 2023

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 21, 2023, 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.



Pamela Moughler
Township Clerk

3. Release of PEG funds to schools.

Treasurer Eden moved to release the Public, Educational and Government (PEG) funds to the schools as requested. (Trustee Schulze seconded.) The motion carried; all ayes. The township's portion is \$30,092.55.

4. Historical Society Farm Hop event.

Trustee Schulze moved to approve the Historical Society's date requests for their three events held on the township property. (Clerk Moughler seconded.) The motion carried; all ayes.

5. Appointment of Chet Schultz as ZBA alternate.

Supervisor moved to approve the appointment of Chet Schultz to the Zoning Board of Appeals (ZBA) as an alternate. (Trustee Schulze seconded.) The motion carried; all ayes. The term is from February 21, 2023 to August 31, 2025.

**TYRONE TOWNSHIP
REGULAR BOARD MEETING
APPROVED MINUTES – FEBRUARY 21, 2023 – PAGE 6**

6. 2023-24 budget discussion.

Supervisor Cunningham told the board the cost of the dry well for fire suppression was bumped up to \$85,000 for the upcoming budget. No motion was made.

MISCELLANEOUS BUSINESS

None.

PUBLIC REMARKS

Residents made comments.

ADJOURNMENT

Trustee Schulze moved to adjourn. (Clerk Moughler seconded.) The motion carried; all ayes.
The meeting adjourned at 7:25 p.m.

DRAFT

User: Casey
DB: Tyrone

CHECK DATE FROM 01/11/2023 - 02/28/2023

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 001 STATE BANK COMMON ACCOUNT					
01/18/2023	001	23406	ALLIED	ALLIED CONSTRUCTION	264,766.45
01/18/2023	001	23407	297	BLUE CROSS BLUE SHIELD OF MICHIGAN	10,007.11
01/18/2023	001	23408	CWA	CARLISLE/WORTMAN ASSOCIATES, INC	850.00
01/18/2023	001	23409	127	HARRIS & LITERSKI ATTORNEYS AT	8,152.65
01/18/2023	001	23410	IVS COMM	IVS COMM, INC.	125.00
01/18/2023	001	23411	147	STATE OF MICHIGAN	11.32
01/24/2023	001	23412	111	BS&A SOFTWARE, INC.	774.00
01/24/2023	001	23413	12	BURNHAM & FLOWER OF MICHIGAN	30.00
01/24/2023	001	23414	108	CHARTER COMMUNICATIONS	129.98
01/24/2023	001	23415	132	JOHN'S PLUMBING, INC.	245.00
01/24/2023	001	23416	RAGATZKAN	RAGATZ, NANCY	75.00
01/24/2023	001	23417	RICOH LEAS	RICOH USA INC	196.28
01/24/2023	001	23418	SPICER	SPICER GROUP	2,015.75
01/24/2023	001	23419	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	925.00
02/02/2023	001	23420	41	CONSUMERS ENERGY	595.39 V
02/02/2023	001	23421	GRIFFIN	GRIFFIN PEST SOLUTIONS, INC	51.00 V
02/02/2023	001	23422	472	KCI	1,638.00 V
02/02/2023	001	23423	871	LIVINGSTON COUNTY TREASURER	445.00 V
02/02/2023	001	23424	439	REPUBLIC SERVICES#237	472.41 V
02/02/2023	001	23425	173	STERICYCLE, INC	83.39 V
02/02/2023	001	23426	41	CONSUMERS ENERGY	595.39
02/02/2023	001	23427	GRIFFIN	GRIFFIN PEST SOLUTIONS, INC	51.00
02/02/2023	001	23428	472	KCI	1,638.00
02/02/2023	001	23429	871	LIVINGSTON COUNTY TREASURER	445.00
02/02/2023	001	23430	439	REPUBLIC SERVICES#237	472.41
02/02/2023	001	23431	173	STERICYCLE, INC	83.39
02/02/2023	001	23432	SHELLD	SHELL, DON	75.00
02/07/2023	001	23433	41	CONSUMERS ENERGY	264.46
02/07/2023	001	23434	IVS COMM	IVS COMM, INC.	125.00
02/07/2023	001	23435	149	PITNEY BOWES GLOBAL	380.46
02/07/2023	001	23436	259	SHOEMAKER SERVICES INC	2,333.00
02/07/2023	001	23437	25	STAPLES ADVANTAGE	353.70
02/07/2023	001	23438	SUNSET	SUNSET MAINTENANCE, LLC	560.00
02/07/2023	001	23439	VIEW NEWS	VIEW NEWSPAPER GROUP	214.50
02/07/2023	001	23440	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	205.00
02/07/2023	001	23441	ZASKI	ZASKI ACCOUNTING, LLC	3,350.00
02/14/2023	001	23442	AFLAC	AFLAC	1,026.60
02/14/2023	001	23443	AT&T MOBIL	AT&T MOBILITY	197.88
02/14/2023	001	23444	297	BLUE CROSS BLUE SHIELD OF MICHIGAN	10,007.11
02/14/2023	001	23445	CWA	CARLISLE/WORTMAN ASSOCIATES, INC	3,777.50
02/14/2023	001	23446	127	HARRIS & LITERSKI ATTORNEYS AT	2,717.00
02/14/2023	001	23447	872	LIVINGSTON COUNTY TREASURERS ASSOC.	10.00
02/14/2023	001	23448	RESERVE	PITNEY BOWES BANK RESERVE ACCOUNT	2,500.00
02/14/2023	001	23449	RICOH LEAS	RICOH USA INC	196.28
02/14/2023	001	23450	RICOH USA	RICOH USA, INC.	458.11
02/20/2023	001	23451	108	CHARTER COMMUNICATIONS	129.98
02/20/2023	001	23452	VOYA	VOYA INSTITUTIONAL TRUST COMPANY	925.00
02/28/2023	001	23453	GRIFFIN	GRIFFIN PEST SOLUTIONS, INC	51.00
02/28/2023	001	23454	70	HARTLAND SENIOR CENTER	4,400.00
02/28/2023	001	23455	472	KCI	725.30

001 TOTALS:

Total of 50 Checks:	329,856.80
Less 6 Void Checks:	3,285.19
Total of 44 Disbursements:	326,571.61

Bank 022 STATE BANK - PUBLIC SAFETY checking

01/18/2023	022	1335	176	HARTLAND AREA FIRE DEPARTMENT	10,227.00
01/18/2023	022	1336	938	LIVINGSTON COUNTY SHERIFF'S DEPT	38,996.50
01/18/2023	022	1337	121	ROSATI,SCHULTZ, JOPPICH&AMTSBUECHLER	126.00
01/24/2023	022	1338	ARBOR	ARBOR PROFESSIONAL SOLUTIONS	24.00
01/24/2023	022	1339	19	CHARTER TOWNSHIP OF FENTON	35,064.00
01/24/2023	022	1340	176	HARTLAND AREA FIRE DEPARTMENT	11,688.00
02/02/2023	022	1341	CHASE CARD	CHASE CARD SERVICE	58.47
02/02/2023	022	1342	176	HARTLAND AREA FIRE DEPARTMENT	11,688.00
02/07/2023	022	1343	16	CITY OF FENTON FIRE DEPARTMENT	14,810.00
02/14/2023	022	1344	121	ROSATI,SCHULTZ, JOPPICH&AMTSBUECHLER	42.00
02/20/2023	022	1345	176	HARTLAND AREA FIRE DEPARTMENT	5,844.00

022 TOTALS:

Total of 11 Checks:	128,567.97
Less 0 Void Checks:	0.00
Total of 11 Disbursements:	128,567.97

Check Date	Bank	Check	Vendor	Vendor Name	Amount
Bank 102 SEWER O&M CHECKING 590					
01/18/2023	102	474	24	LIVINGSTON COUNTY DRAIN COMM.	68,524.54
02/02/2023	102	475	96	TYRONE TOWNSHIP	9,254.27
02/02/2023	102	476	96	TYRONE TOWNSHIP	119,598.88
02/14/2023	102	477	24	LIVINGSTON COUNTY DRAIN COMM.	65,576.39

102 TOTALS:

Total of 4 Checks:	262,954.08
Less 0 Void Checks:	0.00
Total of 4 Disbursements:	262,954.08

Bank 108 TAX FUND FLAGSTAR

01/18/2023	108	3278	CROMAINE	CROMAINE LIBRARY	4,813.21
01/18/2023	108	3279	806	FENTON SCHOOLS	101,252.37
01/18/2023	108	3280	GISD	GISD	66,752.87
01/18/2023	108	3281	706	HARTLAND CONSOLIDATED SCHOOLS	33,119.09
01/18/2023	108	3282	LESA	LESA	0.38
01/18/2023	108	3283	945	LINDEN COMMUNITY SCHOOLS	22,641.53
01/18/2023	108	3284	871	LIVINGSTON COUNTY TREASURER	28,968.36
01/18/2023	108	3285	REFUND TAX	MEMBER FIRST MORTGAGE	1,837.93
01/18/2023	108	3286	MOTT	MOTT COMMUNITY COLLEGE	58,315.19
01/18/2023	108	3287	REFUND TAX	KELLY STILES	355.66
02/02/2023	108	3288	CROMAINE	CROMAINE LIBRARY	14,435.87
02/02/2023	108	3289	806	FENTON SCHOOLS	161,779.61
02/02/2023	108	3290	GISD	GISD	74,472.17
02/02/2023	108	3291	706	HARTLAND CONSOLIDATED SCHOOLS	101,092.92
02/02/2023	108	3292	LESA	LESA	551.09
02/02/2023	108	3293	945	LINDEN COMMUNITY SCHOOLS	79,055.68
02/02/2023	108	3294	871	LIVINGSTON COUNTY TREASURER	35,358.38
02/02/2023	108	3295	MOTT	MOTT COMMUNITY COLLEGE	97,508.86
02/20/2023	108	3296	CROMAINE	CROMAINE LIBRARY	30,054.59
02/20/2023	108	3297	806	FENTON SCHOOLS	284,032.88
02/20/2023	108	3298	GISD	GISD	112,595.57
02/20/2023	108	3299	706	HARTLAND CONSOLIDATED SCHOOLS	206,803.73
02/20/2023	108	3300	LESA	LESA	206.94
02/20/2023	108	3301	945	LINDEN COMMUNITY SCHOOLS	55,747.62
02/20/2023	108	3302	871	LIVINGSTON COUNTY TREASURER	45,027.13
02/20/2023	108	3303	MOTT	MOTT COMMUNITY COLLEGE	161,170.62

108 TOTALS:

Total of 26 Checks:	1,777,950.25
Less 0 Void Checks:	0.00
Total of 26 Disbursements:	1,777,950.25

Bank 203 TRUST & AGENCY 701 CKG

01/18/2023	203	2007	CWA	CARLISLE/WORTMAN ASSOCIATES, INC	600.00
01/18/2023	203	2008	127	HARRIS & LITERSKI ATTORNEYS AT	247.50
01/18/2023	203	2009	871	LIVINGSTON COUNTY TREASURER	2,282.50
01/18/2023	203	2010	96	TYRONE TOWNSHIP	456.56
02/14/2023	203	2011	CWA	CARLISLE/WORTMAN ASSOCIATES, INC	200.00
02/14/2023	203	2012	127	HARRIS & LITERSKI ATTORNEYS AT	330.00
02/14/2023	203	2013	871	LIVINGSTON COUNTY TREASURER	1,550.00
02/14/2023	203	2014	96	TYRONE TOWNSHIP	310.07

203 TOTALS:

Total of 8 Checks:	5,976.63
Less 0 Void Checks:	0.00
Total of 8 Disbursements:	5,976.63

REPORT TOTALS:

Total of 99 Checks:	2,505,305.73
Less 6 Void Checks:	3,285.19
Total of 93 Disbursements:	2,502,020.54

COMMUNICATION #1

Fire Service Report – March 1, 2023

MARCH 7 MEETING

	CITY OF FENTON		FENTON TWP		HARTLAND		MONTHLY \$ TOTALS		BILLABLE	
	# RUNS	\$1,461.00	# RUNS	\$1,461.00	# RUNS	\$1,461.00				
	# MEDICAL	\$400.00	# MEDICAL	\$400.00	# MEDICAL	\$400.00				
	#EXCEPTION	\$500.00	#EXCEPTION	\$500.00	#EXCEPTION	\$500.00				
Apr-22	11	\$16,071	5	\$7,305	(2)	15	\$21,915	\$45,291	2	\$2922.00
May-22	(2) 1 EXCP 13	\$18,032	7	\$10,227		12	\$17,532	\$41,408	2	\$2922.00
Jun-22	(3)	\$19,253	5	\$7,305		11	\$16,071	\$42,629	3	\$4383.00
Jul-22	1EXCP 21	\$30,120	5	\$7,305		8	\$11,688	\$49,113	2	\$2922.00
Aug-22		\$10,367	5	\$7,305		12	\$17,532	\$35,204	6	\$8866.00
Sep-22	1 EXCP 10	\$13,829	7	\$10,227		15	\$21,915	\$45,971	3	\$2942.00
Oct-22	1 EXCP 14	\$19,753	12	\$17,532		11	\$16,071	\$53,356	1	\$1461.00
Nov-22		\$17,772	10	\$14,610		17	\$24,837	\$45,531	4	\$5864.00
Dec-22		\$17,772	2	\$2,922		15	\$21,915	\$21,915	2	\$2942.00
Jan-23		\$14,810	8	\$11,688		12	\$17,532	\$44,030	3	\$ 4443.00
Feb-23		\$17,772								
Mar-23										
	Excp									
	MED									
YTD TOTALS		\$195,551		\$96,426		\$187,008			28	\$39667.00
YTD RUNS	135		66		128					
YTD Excp	4									
YTD MED					Partial number					

**CITY OF FENTON FIRE RUNS
COLLECTION ACCOUNTS**

INCIDENT DATE	INCIDENT #	BALANCE	STATUS	
Feb-16	53	\$1,391.00	COLLECTIONS	
Feb-16	62	\$1,391.00	COLLECTIONS	
Mar-16	76	\$1,391.00	COLLECTIONS	
Aug-15	283	\$350.00	COLLECTIONS	
Oct-15	354	\$390.00	COLLECTIONS	
Jun-16	197	\$1,391.00	COLLECTIONS	
Jun-16	225	\$1,391.00	COLLECTIONS	
Jun-16	226	\$1,391.00	COLLECTIONS	
Jul-16	285	\$1,391.00	COLLECTIONS	
Jul-16	296	\$1,391.00	COLLECTIONS	
Sep-16	371	\$1,391.00	COLLECTIONS	
Aug-16	436	\$1,391.00	COLLECTIONS	
Nov-16	461	\$1,391.00	COLLECTIONS	
Jan-17	49	\$1,391.00	COLLECTIONS	
Mar-17	371	\$1,391.00	COLLECTIONS	
Mar-17	120	\$400.00	COLLECTIONS	
Mar-17	125	\$1,391.00	COLLECTIONS	
Jun-17	235	\$1,405.00	COLLECTIONS	
Jul-17	318	\$400.00	COLLECTIONS	
Jul-17	328	\$1,405.00	COLLECTIONS	
Oct-17	431	\$1,405.00	COLLECTIONS	
Nov-17	468	\$1,405.00	COLLECTIONS	
Nov-17	483	\$1,405.00	COLLECTIONS	
Jan-18	22	\$1,405.00	COLLECTIONS	
Jan-18	27	\$1,405.00	COLLECTIONS	
Mar-18	117	\$1,405.00	COLLECTIONS	
Jul-18	296	\$1,419.00	COLLECTIONS	
Nov-18	438	\$1,419.00	COLLECTIONS	
Nov-18	484	\$1,419.00	COLLECTIONS	
Apr-18	161	\$1,024.00	COLLECTIONS	
Aug-19	327	\$1,319.00	COLLECTIONS	
Oct-19	401	\$1,419.00	COLLECTIONS	
Nov-19	447	\$1,261.00	COLLECTIONS	
Dec-19	486	\$1,419.00	COLLECTIONS	
Dec-19	499	\$400.00	COLLECTIONS	
Feb-20	70	\$1,419.00	COLLECTIONS	
Jun-20	177	\$1,433.00	COLLECTIONS	
Jun-20	220	\$1,433.00	COLLECTIONS	
Aug-20	286	\$1,433.00	COLLECTIONS	
Jul-17	306	\$485.00	COLLECTIONS	
Nov-20	391	\$1,433.00	COLLECTIONS	
Nov-20	416	\$1,433.00	COLLECTIONS	
Jan-21	2	\$1,433.00	COLLECTIONS	
Feb-21	67	\$1,433.00	COLLECTIONS	

**CITY OF FENTON FIRE RUNS
COLLECTION ACCOUNTS**

Apr-21	153	\$1,447.00	COLLECTIONS		
Jun-21	239	\$1,447.00	COLLECTIONS		
Jun-21	237	\$1,447.00	COLLECTIONS		
Aug-21	373	\$1,447.00	COLLECTIONS		
Aug-21	387	\$400.00	COLLECTIONS		
Aug-21	395	\$1,447.00	COLLECTIONS		
Sep-21	401	\$1,447.00	COLLECTIONS		
Oct-21	473	\$1,447.00	COLLECTIONS		
Oct-21	502	\$1,447.00	COLLECTIONS		
Jul-15	228	\$1,391.00	COLLECTIONS		
Aug-15	247	\$1,391.00	COLLECTIONS		
Sep-15	306	\$1,622.60	COLLECTIONS		
Oct-21	480	\$1,227.00	INVOICED		
Mar-22	104	\$1,447.00	INVOICED		
Mar-22	88	\$1,249.50	INVOICED		
May-22	197	\$1,461.00	INVOICED		
Jul-22	275	\$1,461.00	INVOICED		
Sep-22	379	\$1,481.00	INVOICED		

NEW BUSINESS #1

Request of Andrew Zourob to appeal his fire service charge.



12/19/2022

Andrew Zourob

RE: Incident# 454

Dear Andrew Zourub,

Please be advised that we have received your appeal on December 7th, 2022 in regards to the charges associated with your incident, I have also received the Fenton City Fire report dated 11/6/2022 as well as Michigan Crash Report from the Livingston County Sheriff Department. In reviewing your appeal, a made a call for emergency services for a two-vehicle accident with injuries. 911 dispatched Fenton City Fire to your location. Upon review of the Fenton City Fire Report and Michigan Crash Report you were cited for failure to yield for striking a vehicle that was parked on the side of the road after hitting a deer.

Tyrone Township does not have its own fire department and has to contract with neighboring fire departments to obtain such services. We currently pay for these services on a per run basis regardless of the services rendered. We do not get an itemized invoice due to the run rate. Once the responding vehicle, in this case a fire truck, leaves the building we get charged. Your incident resulted in a total charge \$1,481, in which we are billing you after reviewing the facts of this case I am denying your appeal. You have the following options:

1. Contact Tyrone Township and pay the \$1481.00
2. Contact Tyrone Township and make payment arraignments on a monthly schedule
3. You have "THE RIGHT TO APPEAL" this ruling to the full Township board

If you feel that the charges are unjust, you may pursue option number 3. If you do decide on option number 3, please contact Deputy Clerk Terri Medor at the township to be placed on the board agenda. This contact must be made within 14 days of this letter.

Sincerely

Michael Cunningham
Supervisor Tyrone Township
10408 Center Rd. Fenton Mi, 48430
810 629-8631

Mike Cunningham

From: Andrew Zourob [REDACTED]
Sent: Friday, December 16, 2022 12:20 PM
To: Mike Cunningham
Subject: Re: Appeal - Incident 454

Hello, just following up on this i havnt heard anything back yet

On Wed, Dec 7, 2022 at 3:39 PM Andrew Zourob <azourob@umich.edu> wrote:

Hello Mike,

My name is Andrew, I am writing you today to appeal the bill I received from Tyrone county (incident 454). I apologize I was out of town when this came in and I sent it over to my insurance as soon as i could to see what they would do and they just contacted me today saying they sent a denial letter and to let me know i should appeal this. I believe if anyone should be charged this it should be the other driver who caused the accident. Please let me know how the appeal process works or what is needed in order to get this cleared.

Thank you,
Andrew Zourob



The Auto Club Group
Claim Department
PO Box 8001
Royal Oak, MI 48068-9826

December 7, 2022

Tyrone Twp
8420 Runyan Lake Rd
Fenton, MI 48430

RECEIVED
DEC 12 2022

Re: Claim Number: 481629049
Insured: Andreq Zourob____
Date of Loss: 11/06/2022
Invoice #: 454

To Whom It May Concern:

In response to your bill received on December 07, 2022 please be advised invoices for services provided by a police agency responding to a motor vehicle accident are not covered under ACG's Car policy. Therefore, we must deny your claim.

"Investigation of the scene" is considered public safety services and our Car policy does not provide coverage for public safety.

Sincerely,

Donella Gordon

Donella Gordon
Claim Representative II
MI Auto Property Damage Liability
Auto Club Group
313-436-7299



8420 Runyan Lake Road • Fenton, Michigan 48430-9439 • (810) 629-8631 • Fax (810) 629-0047

NOVEMBER 21, 2022

ANDREW NABIL ZOUROB

Incident: 454

Date: November 6, 2022

Dear Mr. Zourob

Tyrone Township is sending you this billing invoice for 911 Fire/Emergency Service Response. Tyrone Township contracts with other municipalities for these Fire/Emergency services and billed per incident. Michigan Law permits municipalities to Recover Costs of the Fire/Emergency Response. As a result, you are being billed for the above 911 emergency Response of the Fire Department. The following services were provided:

1. CONTROL TRAFFIC
2. INVESTIGATE

This invoice is your responsibility. Any decision to submit this invoice to your Insurance Company is between you, the insured and Insurance Company. Should you choose, I would be happy to assist you in a payment arrangement option. If you need information regarding making payment plans or you have questions, you may contact me by email at: ekristo@tyronetownship.us

You have the right to Appeal in writing within 14 days of this letter to Mike Cunningham, the Township Supervisor via email: mcunningham@tyronetownship.us.

Sincerely,

Eranda Kristo
Eranda Kristo

Customer Service Representative
ekristo@tyronetownship.us
810-629-8631

TYRONE TOWNSHIP EMERGENCY SERVICE INVOICE

TYRONE TOWNSHIP
8420 RUNYAN LAKE ROAD
FENTON, MI 48430
WWW.TYRONETOWNSHIP.US
(810) 629-8631

INVOICE #: 0022112100
INVOICE DATE 11/21/2022
SERVICE DATE: 11/06/2022
DUE DATE: 12/21/2022

ANDREW NABIL ZOUBO

Customer ID ZOUROB, ANDREW



PO #	Description	Unit Price	Amount
NOTICE--IN ACCORDANCE WITH HIPPA LAWS, ALL MEDICAL INFO TO BE OBTAINED FROM INSURED			
CF454	FIRE RUN CF	\$1,481.00	\$1,481.00

VEHICLE ACCIDENT WITH INJURIES

- 1 - CONTROL TRAFFIC
- 2 - INVESTIGATE

S US 23 HWY OF WHITE LAKE N

Invoice Total: \$1,481.00

Please Note Your Rights:

1. The following actions are available to you.
 - A. Pay this bill in full.
 - B. Make arrangements for installment payments.
 - C. Appeal this invoice in writing to the Township Supervisor within 14 days.
2. Late fees will be added to unpaid invoices.
3. We will seek court action if invoice is not paid.
4. Call (810) 629-8631 with questions.

Fed ID #382217191

Please Return Bottom Section With Your Payment

Return Bottom Section And Payment To:

Amount Due: \$1,481.00

Amount Enclosed: _____

Invoice Number: 0022112100

Customer ID ZOUROB, ANDREW

TYRONE TOWNSHIP TREASURER
8420 RUNYAN LAKE ROAD
FENTON, MI 48430





RECEIVED

NOV 09 2022

FENTON FIRE DEPARTMENT

205 E Caroline St
Fenton, MI 48430
Phone: (810) 629-8595



Incident Details

Alarm Date & Time 11/06/2022 22:02:54		Arrival Date & Time 11/06/2022 22:11:08		Controlled Date & Time		Last Unit Cleared Date & Time 11/06/2022 23:15:00			
Response Time 00:08:14		Priority Response? Yes		Completed? No		Reviewed? No			
Released To Public? No		Incident Type 322 - Vehicle accident with injuries				Fire Dept. Station FCFD		Shift B-2ND SHIFT	
Aid Given or Received N - None									
Action Taken 1 78 - Control traffic			Action Taken 2 86 - Investigate			Action Taken 3			
Personnel - Suppression Count			Personnel - EMS Count			Personnel - Other Count 11			
EMS Provided? No			Civilian Casualty? (Count) No			Personnel Casualty? (Count) No			
Property Use 961 - Highway or divided highway					Mixed Use -				
Property Loss \$0.00		Property Value \$0.00		Contents Loss \$0.00		Contents Value \$0.00			

Location

Location Type		Address S US23 OF WHITE LAKE N			City, State Zip Code FENTON, MI 48430		
Address		District Tyrone			Township Township		
District	Section No	Census Tract	CAD Mapindex	Directions S US23 OF WHITE LAKE	Latitude	Longitude	

Situation

Initial Dispatch Code 322 - Vehicle accident with injuries		Final Dispatch Code 322 - Vehicle accident with injuries		Incident Delay			
Incident Reported By		Response Type		Critical Incident? No		Team Mobilized? No	

Person Involved:

(Person Involved)									
Involvement DRV - Driver			Civilian Fire Casualty? No		Owner? No		Occupies Property? No		
Last Name [REDACTED]		First Name [REDACTED]		Middle Name		Suffix		Mr/Mrs/Ms/etc.	
Street Address [REDACTED]				City, State Zip [REDACTED]			Apt./Unit No.		
ZOUROB, ANDREW (Person Involved)									
Involvement DRV - Driver			Civilian Fire Casualty? No		Owner? No		Occupies Property? No		



Bill

Last Name Zourob	First Name Andrew	Middle Name	Suffix	Mr/Mrs/Ms/etc.
Street Address		City, State Zip		Apt./Unit No.

Resources:

Unit: CAR2 - CAR 2

Unit Code CAR2	Response Time 00:04:33	Dispatch Date 11/06/2022 22:06:35	Enroute Scene Date 11/06/2022 22:06:38	Arrival Date 11/06/2022 22:11:08	Clear Date 11/06/2022 23:15:00
Unit Priority Response? Yes	Number of People 0	Apparatus Use 0 - Other assignment		Apparatus Type 92 - Chief officer car	
Action Taken 1 86 - Investigate					

Unit: CHF1 - CHIEF 1

Unit Code CHF1	Response Time 00:04:08	Dispatch Date 11/06/2022 22:07:00	Enroute Scene Date	Arrival Date 11/06/2022 22:11:08	Clear Date 11/06/2022 23:15:00
Unit Priority Response? Yes	Number of People 1	Apparatus Use 0 - Other assignment		Apparatus Type 92 - Chief officer car	
Action Taken 1 86 - Investigate					

Unit: FCFD - FCFD

Unit Code FCFD	Response Time 00:08:06	Dispatch Date 11/06/2022 22:03:02	Enroute Scene Date	Arrival Date 11/06/2022 22:11:08	Clear Date 11/06/2022 23:15:00
Unit Priority Response? Yes	Number of People 3	Apparatus Use 0 - Other assignment		Apparatus Type 00 - Other apparatus/resource	
Action Taken 1 92 - Standby					

Unit: RE26 - RESCUE 26

Unit Code RE26	Response Time 00:04:44	Dispatch Date 11/06/2022 22:14:35	Enroute Scene Date 11/06/2022 22:14:50	Arrival Date 11/06/2022 22:19:19	Clear Date 11/06/2022 23:15:00
Unit Priority Response? Yes	Number of People 0	Apparatus Use 0 - Other assignment		Apparatus Type 71 - Rescue unit	
Action Taken 1 78 - Control traffic					

Unit: UT27 - UTILITY 27

Unit Code UT27	Response Time 00:05:14	Dispatch Date 11/06/2022 22:20:26	Enroute Scene Date 11/06/2022 22:20:38	Arrival Date 11/06/2022 22:25:40	Clear Date 11/06/2022 23:15:00
Unit Priority Response? Yes	Number of People 2	Apparatus Use 0 - Other assignment		Apparatus Type 60 - Support apparatus, other	
Action Taken 1 78 - Control traffic					

Narrative:

220000454-001 (000) By: ROONEY, CHARLENE On 11/9/2022 11:20:46 AM

Narrative Type INCIDENT	Narrative Description	Written By 73ROONEYC
-----------------------------------	-----------------------	--------------------------------



Dispatched to a PIA, southbound US23 at White Lake Road.

Car 2 arrived on scene and assumed command. I met with the Livingston County Deputy and he advised there were no injuries. I talked with the drivers of both vehicles and they declined treatment. However, the driver of Vehicle #2 had a hole in his upper lip and he stated he will go get stitches when gets home.

R26 arrived on scene and did a RH block from the high speed lane pushing them into the shoulder of the roadway. We controlled traffic upstream of the incident. We cleaned up broken car parts and other debris from the crash. Corrigans Towing arrived on scene and removed both vehicles. The drivers of both vehicles rode with the wreckers to the tow yard and were getting picked up from there.

Vehicle #1 hit a deer and pulled to the shoulder of the road. Vehicle #2 hit Vehicle #1 while it was sitting on the shoulder. Once the vehicles were cleared and the debris cleaned up, all fire units cleared and we reopened the highway.

Vehicle #1:

License Plate [REDACTED]

Buick

Driver/Owner:

[REDACTED]

Vehicle #2:

License Plate [REDACTED]

BMW

Driver/Owner:

Andrew Zourob

[REDACTED]

Equipment Used:

H/L: 4

H/T: 4

Hand Tools

Traffic Controls



Completed by:
Deputy Chief Ed Hadfield

CAD Notes:

FNBROWNB (11/06/2022 22:02:54): COMMON PLACE: N US23 N OF WHITE LAKE FNBROWNB
(11/06/2022 22:02:54): CAR VS DEER VS CAR FNBROWNB (11/06/2022 22:05:09): UNKNOWN
INJURIES ONE SUBJECT BLEEDING FROM FACE FNBROWNB (11/06/2022 22:06:02): BLUE
LACROSSE VS BLACK BMW Update: 11/6/2022 10:17:45 PM FNMURRAYK (11/06/2022 22:17:13): PER
COMMAND NO INJURIES - RES26 CONTINUING FOR TRAFFIC FNMURRAYK (11/06/2022 22:15:14):
RES26 W/4 Update: 11/6/2022 10:22:44 PM FNMURRAYK (11/06/2022 22:20:44): UT27 CF2 W/2
FNMURRAYK (11/06/2022 22:19:23): RES26 ON LOC Update: 11/6/2022 10:27:46 PM FNMURRAYK
(11/06/2022 22:25:47): UT27 ON LOC Update: 11/6/2022 10:32:44 PM FNMURRAYK (11/06/2022
22:27:57): IN SRVC 1OFC 1FF Update: 11/6/2022 10:37:43 PM FNMURRAYK (11/06/2022 22:33:17):
CAR2 CF3 TIMES - ENROUTE 2206 - ON LOC EST COMMAND 2211 FNMURRAYK (11/06/2022
22:34:54): VEH PLATES MI# [REDACTED] AND MI# [REDACTED] Update: 11/6/2022 10:42:44 PM FNMURRAYK
(11/06/2022 22:39:58): CORRIGAN TOWING ON LOC X2 Update: 11/6/2022 11:02:51 PM FNMURRAYK
(11/06/2022 22:58:44): COMMAND TERM ALL FFD CLR RETURNING Update: 11/6/2022 11:17:45 PM
FNMURRAYK (11/06/2022 23:16:09): CLR AND OFF AIR

User: RIPTSRV

Communications

11/06/22 22:58:39

Event Report

Event ID: 2022-171065

Call Ref # 882

Date/Time Received 11/06/22 22:00:22

Rpt #:	Call Source PHONE	Prime FCSTA Unit:	Services Involved LAW FIRE EMS	
Location: S US23/WHITE LAKE RD		FENT SB JUST BEFORE WHITE LAKE		
X-ST:	Jur: CAD Service: FIRE Agency: FCFD		St/Beat: 92 District: TYT RA:	
Business:	Phone: () -	GP 9201		
Nature: PERSONAL INJURY ACCIDENT		Alarm Lvl 1	Priority: P	Medical Priority
Caller	Phone:		Alarm	
Addr:	Phone:		Alarm Type:	
Vehicle #:	St:	Report Only: No	Race:	Sex: Age:
Call Taker EDOLAN		Console: CAD09		
Geo-Verified Addr. Yes	Nature Summary Code	Disposition: CLO		Close Comments
Notes: See Event Notes Addendum at end of this report				

Times				
Call Received	11/06/22 22:00:22	Time From Call Received		
Call Routed	11/06/22 22:00:22	:	Unit Reaction:	(1st Dispatch to 1st Arrive)
Call Take Finished	11/06/22 22:00:22	:	En-Route:	(1st Dispatch to 1st En-Route)
1st Dispatch:	11/06/22 22:00:55	000:00:33	On-Scene:	(1st Arrive to Last Clear)
1st En-Route:		:		
1st Arrive:		:	(Reaction Time)	
Last Clear	11/06/22 22:58:35	000:58:13		

Radio Log						Close Code	User
Unit	Empl ID	Type	Description	Time Stamp	Comments		
FCSTA	0	D	Dispatched	11/06/22 22:00:55	Stat/Beat: 92		DSTEVENS
FCSTA	0	C	Cleared	11/06/22 22:58:35			CLO MRICE

Event Log						Close Code	User
Unit	Empl ID	Type	Description	Time Stamp	Comments		
		TS	Time Spawmed	11/06/22 22:00:22	Initial call received at 11/06/2022 21:57:27		EDOLAN
		PAG	Automatic Nature Page	11/06/22 22:00:23	Paged FCFD		PAGESRV
		ARM	Added Remarks	11/06/22 22:00:45	Notes sent from LAW event #2022171061		EDOLAN

Unit	Empl ID	Type	Description	Event Log		Close Code	User
				Time Stamp	Comments		
		ARM	Added Remarks	11/06/22 22:00:45	Notes sent from LAW event #2022171061		EWALKER
		VEV	Viewed Event	11/06/22 22:00:45	User First Viewed Event CAD		DSTEVENS
		RBC	Unit Rec Btn Click	11/06/22 22:00:52	1) Unit recommend for PERSONAL INJURY		DSTEVENS
		...	Unit Rec Btn Click...	11/06/22 22:00:52	2) S US23/WHITE LAKE RD (Caller:		DSTEVENS
		RBC	Unit Recommendation	11/06/22 22:00:55	Plan: 92N Cat: 1A Lvl: 1		DSTEVENS
		RBC	Unit Recommendation	11/06/22 22:00:55	Recmnd:FCSTA [DEPT]		DSTEVENS
		RBC	Unit Recommendation	11/06/22 22:00:55	Recmnd:FCSTA [DEPT]		DSTEVENS
		RBC	Unit Recommendation	11/06/22 22:00:55	Plan: 92N Cat: 1A Lvl: 1		DSTEVENS
		ARM	Added Remarks	11/06/22 22:01:16	Notes sent from LAW event #2022171061		EDOLAN
		ARM	Added Remarks	11/06/22 22:01:51	Notes sent from LAW event #2022171061		EDOLAN
		VEV	Viewed Event	11/06/22 22:02:09	User First Viewed Event CAD		EWALKER
		ARM	Added Remarks	11/06/22 22:02:11	Sent to: Linked Events		EWALKER
		ARM	Added Remarks	11/06/22 22:02:12			EWALKER
		ARM	Added Remarks	11/06/22 22:02:15	Notes sent from LAW event #2022171061		EDOLAN
		RSW	Reset Watchdog Timer	11/06/22 22:05:18	Units: FCSTA >>> 5Min.		DSTEVENS
		ARM	Added Remarks	11/06/22 22:07:16	Sent to: Linked Events		DSTEVENS
		ARM	Added Remarks	11/06/22 22:07:16			DSTEVENS
		ARM	Added Remarks	11/06/22 22:09:34	Notes sent from LAW event #2022171061		JHOLT
		VEV	Viewed Event	11/06/22 22:10:21	User First Viewed Event CAD		JHOLT
		RSW	Reset Watchdog Timer	11/06/22 22:10:34	Units: FCSTA >>> 999Min.		MRICE
		ARM	Added Remarks	11/06/22 22:11:30	Notes sent from LAW event #2022171061		MRICE
		VEV	Viewed Event	11/06/22 22:18:04	User First Viewed Event CAD		MRICE
		ARM	Added Remarks	11/06/22 22:18:31	Notes sent from LAW event #2022171061		JHOLT
		ARM	Added Remarks	11/06/22 22:27:46	Sent to: Linked Events		MRICE
		ARM	Added Remarks	11/06/22 22:27:47			MRICE

Event Notes Addendum

Notes: BLUE BUICK LACROSSE VS DEER. NO INJURIES, ON THE MEDIAN. AIR BAGS WENT OFF. DOES NOT WANT EMS

[11/06/22 21:58:35 EDOLAN]

CALLER STATES ANOTHER VEHICLE HIT HERS [11/06/22 21:59:48 EDOLAN]

CALLER STATES OTHER DRIVER IS BLEEDING FROM FACE [11/06/22 22:00:14 EDOLAN]

IPHONE CRASH DETECTION [11/06/22 22:00:15 EWALKER]

Call Aborted:

6. Protocol Aborted [.] [11/06/22 22:00:32 EDOLAN]

[LAW] MEDIAN SIDE [11/06/22 22:00:45 EDOLAN]

[LAW] BMW CRASH NOTIFICATION, BLK IN COLOR [11/06/22 22:00:45 EWALKER]

[LAW] CALLER STATES OTHER DRIVER IS ON THE PHONE. HE IS CONS ALERT [11/06/22 22:01:16 EDOLAN]

[LAW] OTHER VEHICLE IS BLACK CAR [11/06/22 22:01:51 EDOLAN]

FC AWARE [11/06/22 22:02:12 EWALKER]

[LAW] BOTH VEHICLES ARE NOT BLOCKING [11/06/22 22:02:15 EDOLAN]

FC CHF3 ENR [11/06/22 22:07:16 DSTEVENS]

[LAW] {4757} MALE REFUSING EMS [11/06/22 22:09:34 JHOLT]

[LAW] FC CHF3 ARRIVAL [11/06/22 22:11:30 MRICE]

Event ID: 2022-171065 Call Ref# 882 PERSONAL INJURY ACCIDENT at S US23/WHITE LAKE RD

[LAW] {4757} FC PARK AT TOP OF HILL, AND MOVE TRAFFIC OVER [11/06/22 22:18:31 JHOLT]
FC CHP3, NO INJURIES, STAYING ON SCENE FOR CLEAN UP AN DTRFFIC [11/06/22 22:27:47 MRICE]

EMERGENCY SERVICE BILL

NOTICE-IN ACCORDANCE WITH HIPPA LAWS, ALL MEDICAL INFO TO BE OBTAINED FROM INSURED

Incident Date: 11/06/2022 INCIDENT # 454
Fire Department: CITY OF FENTON FIRE DEPT. CHARGE- \$1481.00
911 EMERGENCY VEHICLE ACCIDENT WITH INJURIES
LIV CTY Sheriff # 2205097
SERVICES PROVIDED: 1- CONTROL TRAFFIC
2- INVESTIGATE

Responsible party (Driver) Name: ANDREW NABIL ZOUROB



Owner: ANDREW NABIL ZOUROB



PLATE: [REDACTED] VEHICLE MAKE/MODEL-2021 BMW M550XI BLACK
VIN - [REDACTED]

INCIDENT LOCATION: S US 23 HWY OF WHITE LAKE N

RECEIVED
NOV 14 2022

Auditory: 1849 PA 300, Sec 257 622
Compliance: Required MSP UD-10E
Penalty: \$100 and/or 90 days (Rev 01/2016)

External # 0083165
Crash ID

Page 01 of 01
File Class 8300-1
Incident # 2205097

STATE OF MICHIGAN TRAFFIC CRASH REPORT

ORI MI 4714700
Department Name LIVINGSTON COUNTY SHERIFF'S OFFICE
Reviewer J. STEINAWAY (538)

Crash Date 11/06/2022
Crash Time 21:57
No. of Units 02
Crash Type Rear End
Special Circumstances: None, Fleeing Police, Hit and Run Unknown, School Bus Animal
Special Checks: Fatal, Non-Traffic Area, ORW/Snowmobile

County 47 - Livingston
Traffic Control None
Relation to Roadway On Road
Weather Clear
Area Frwy Other Freeway Areas

City/Twp Tyrone Township
Contributing Circumstances: 1st Prior Cash, 2nd
Light Dark - Unlighted
Road Surface Condition Dry
Total Lanes 02
Speed Limit 70
Posted Yes

Work Zone (if applicable) Type Workers Present Activity Location

Prefix S
Primary Road Name US 23
Road Type HWY
Suffix
Divided Roadway S

Distance / Direction 100 Feet N
Traficway Divided Highway With Traffic Barrier

Prefix
Intersecting Road Name WHITE LAKE
Road Type RD
Suffix
Divided Roadway

Unit Number 01
Unit Known Yes
State MI
Driver License Number
Date of Birth (Age)
License Type: Operator, Chauffeur, Moped
Endorsements: Cycle, Farm, Recreation
Sex M
Total Occupants 01
Hazardous Action Failed To Yield

Unit Type MV
Driver Information ANDREW NABIL ZOUROB
Driver Is Owner Yes
Injury C
Position Front:left...
Restraint Shoulder & Lap Belt

Driver Condition at Time of Crash 1st Appeared Normal, 2nd
Driver Distracted By Not Distracted
Ejected No
Trapped No
Airbag Deployed Deployed-front

Hospital Refused
Ambulance Refused

Alcohol Suspected No
Contributing Factor No
Alcohol Test Type: Breath, Blood, Urine, Field, FBT, Refused, Not Offered
Alcohol Test Results: Pending
Test Results:
Interlock Device No

Drug Suspected No
Contributing Factor No
Drug Test Type: Blood, Urine, Field, Refused, Not Offered
Drug Test Results: Pending
Test Results:
Citation Issued: Hazardous, Other 257.649

Vehicle Registration
State MI
Vehicle Description 2021 BAVARIAN MOTOR WORKS
Model M550XI
Color BLACK

VIN
Vehicle Type Passenger Car (pa)
Special Vehicles Not Applicable
Private Trailer Type
Vehicle Defect

Automated System(s) in Vehicle NO
Automation System Level in Vehicle
Automated System Level Engaged at Time of Crash

Insurance Company AAA INSURANCE
Insurance Policy #
Towed By CORRIGAN'S
Towed To IMPOUND LOT

Location of Greatest Damage 8
First Impact 08
Extent of Damage (Power Unit and/or Trailers) Disabling Damage
Vehicle Direction S
Vehicle Use Private
Action Prior Going Straight Ahead

Sequence of Events: First Ran Off Roadway - Left, Second Motor Vehicle in Transport, Third, Fourth

Passenger Information: Date of Birth (Age), Sex, Position, Restraint, Injury, Ejected, Trapped, Airbag Deployed

Passenger Information: Date of Birth (Age), Sex, Position, Restraint, Injury, Ejected, Trapped, Airbag Deployed

Passenger Information: Date of Birth (Age), Sex, Position, Restraint, Injury, Ejected, Trapped, Airbag Deployed

Passenger Information: Date of Birth (Age), Sex, Position, Restraint, Injury, Ejected, Trapped, Airbag Deployed

Carrier Information: USDOT, MC, MPSC, Driver's CDL Type, Endorsements, CDL Exempt

GWR/GCWR: 10,000 lbs. or Less, 10,001 - 26,000 lbs., Greater than 26,000 lbs.
Vehicle Configuration, Cargo Body Type, Medical Card, Hazardous Material, ID #, Class #

Owner Information: ANDREW NABIL ZOUROB

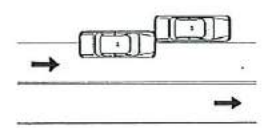
Owner Information

Damaged Property, Public, Owner & Phone

LOCATIONS

PASSENGERS

OWNERS

Unit Number 02	Unit Known Yes	State MI	Driver License Number [REDACTED]	Date of Birth (Age) [REDACTED]	License Type <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Chauffeur <input type="checkbox"/> Moped	Endorsements <input type="checkbox"/> Cycle <input type="checkbox"/> Farm <input type="checkbox"/> Recreation	Sex F	Total Occupants 01	Hazardous Action None	
Unit Type MV	Driver Information [REDACTED]			Driver is Owner Yes	Injury O	Position Front:left...	Restraint Shoulder Belt Only			
Driver Condition at Time of Crash 1st Appeared Normal				2nd [REDACTED]		Driver Distracted By Unknown	Ejected No	Trapped No	Airbag Deployed Deployed-front	
Hospital None					Ambulance None					
Alcohol Suspected No	Contributing Factor No	Alcohol Test Type <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> PBT <input type="checkbox"/> Refused <input type="checkbox"/> Not Offered			Alcohol Test Results <input type="checkbox"/> Pending	Test Results:	Interlock Device No			
Drug Suspected No	Contributing Factor No	Drug Test Type <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> Refused <input checked="" type="checkbox"/> Not Offered			Drug Test Results <input type="checkbox"/> Pending	Test Results:	Citation Issued <input type="checkbox"/> Hazardous <input checked="" type="checkbox"/> Other 267.328			
Vehicle Registration [REDACTED]	State MI	Vehicle Description [REDACTED]	Year 2007	Make BUICK	Model LACROSSE	Color BLUE				
VN [REDACTED]	Vehicle Type Passenger Car (pa)	Special Vehicles Not Applicable	Private Trailer Type	Vehicle Defect						
Automated System(s) in Vehicle NO		Automation System Level in Vehicle			Automated System Level Engaged at Time of Crash					
Insurance Company NO PROOF		Insurance Policy # TICKET ISSUED			Towed By CORRIGAN'S		Towed To IMPOUND LOT			
Location of Greatest Damage 1	First Impact 01	Extent of Damage Disabling Damage	(Power Unit and/or Trailers)	Vehicle Direction S	Vehicle Use Private	Action Prior Stopped On Roadway				
Sequence of Events First <input checked="" type="checkbox"/> Motor Vehicle In Transport Second Third Fourth <input checked="" type="checkbox"/> Indicates MOST harmful event										
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint			
				Injury	Ejected	Trapped	Airbag Deployed			
Hospital				Ambulance						
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint			
				Injury	Ejected	Trapped	Airbag Deployed			
Hospital				Ambulance						
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint			
				Injury	Ejected	Trapped	Airbag Deployed			
Hospital				Ambulance						
Carrier Information				USDOT	MC	MPSC				
Driver's CDL Type None				Endorsements <input type="checkbox"/> H <input type="checkbox"/> P <input type="checkbox"/> T <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> X		CDL Exempt <input type="checkbox"/> Farm <input type="checkbox"/> Other				
GVWR/GCWR <input type="checkbox"/> 10,000 lbs. or Less <input type="checkbox"/> 10,001 - 26,000 lbs. <input type="checkbox"/> Greater than 26,000 lbs.		Vehicle Configuration		Cargo Body Type	Medical Card	Hazardous Material <input type="checkbox"/> Placard <input type="checkbox"/> Cargo Spill		ID #	Class #	
OWNERS Owner Information [REDACTED]				Owner Information [REDACTED]						
Witness Information				Witness Information						
Investigated at Scene Yes	Reported Date (Time) 11/06/2022 21:57	1st Investigator Name (Badge) R. HEIL (813)			2nd Investigator Name (Badge)		Photos			
Narrative U-2 was pulled over to the median side of the HWY off the roadway after U-2 struck a deer. U-1 failed to yield for U-2, crossed the median line and rear ended U-2.				Diagram 						

State of Michigan
Uniform Law Citation

Ticket No. **S558756** Victim Involved

US DOT # _____ Incident No. **2205042** Depl. No. **147**

The People of the State of Michigan
 Township City Village County

Local Use/Arrest No. _____ Detection Device _____

OF: **LIVINGSTON** BAC _____ 1 of 1

THE UNDERSIGNED Month Day Year At approximately A.M. P.M. Date Month Day Year
SAYS THAT ON: **11 06 22 10:34**

State Oper./Chauffr Driver License Number _____
 CDL _____

Race Sex Height Weight Hair Eyes Occupation/Employer
W M 6'01 270 / BLUE /

Name (First, Middle, Last)
ANDREW NABIL ZOUROB

Street _____

City _____ State **MI** Zip Code _____

E-mail Address _____ Cellular Phone _____

RECEIVED
NOV 10 2022

Vehicle Plate No. _____ Year State **2023 MI** Vehicle Description (Year, Make, Color) **2021 BMW BLK** Veh. Type _____

THE PERSON NAMED ABOVE, in violation of Local Ordinance State Law Administrative Rule
UPON **S US 23 HWY**

AT OR NEAR **WHITE LAKE RD**

WITHIN CITY VILLAGE TOWNSHIP OF **TYRONE**

COUNTY OF **LIVINGSTON** DID THE FOLLOWING:

Type	MCL Cite/PACC Code/ Ordinance	Description (include any bond amount collected on each charge)	Charge No.
<input checked="" type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend. 257.649	FAIL TO YIELD	1
<input type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend.		2
<input type="checkbox"/> C/I <input type="checkbox"/> Warn <input type="checkbox"/> Misd <input type="checkbox"/> Fug <input type="checkbox"/> Fel <input type="checkbox"/> Waiv	<input type="checkbox"/> Authorization pend.		3

TO THE COURT: Do not arraign on a felony charge until an authorized complaint is filed.

Offense Code(s) _____

1 _____ 2 _____ 3 _____

Key for Type: C/I = Civil Infraction Misd = Misdemeanor Fel = Felony Warn = Warning Fug = Fugitive
Waiv = Violation for Which Fines/Costs May be Waived Authorization pend. = Authorization pending

Remarks:

VIN: **WBA13BK00MCG32862**

CHECK IF APPROPRIATE Damage to Property Local Court Bond \$ _____
 Veh. Imp. Injury License Posted in Lieu of Bond _____
 Traffic Crash Death Appearance Certificate _____
Person in Active Military Service Yes No None

SEE DATE BELOW. SEE BACK OF CITATION FOR EXPLANATION AND INSTRUCTIONS
 Appearance Date on or before **WITHIN 10 DAYS**
 Hearing Date (if applicable) on _____ Contact Court
 Juvenile Traffic Misd. (Court will Notify) Formal Hearing Required (Court will Notify)

In the **53RD DISTRICT** Court of **LIVINGSTON**

Court Address & Phone Number
204 S. Highlander Way | Howell, MI 48843
517.548.1000 | *Pay at: livgov.com

I served a copy of the civil infraction complaint upon the defendant (or owner/occupant by posting if applicable).
I declare under the penalties of perjury that the statements above are true to the best of my information, knowledge, and belief.

Complainant's Signature and receipt if applicable Month Day Year
/s/ RYAN HEIL 11 6 2022

Officer's Name (printed) Officer's ID No.
HEIL, RYAN 813

Agency ORI Agency Name
MI-4714700 LIVINGSTON COUNTY SHERIFF'S OFFICE

S558756 Ticket No.
ANDREW NABIL ZOUROB
2205042 Case No.

Authority: 1949 PA 300, Sec.257.622
Compliance: Required MSP UD-10E
Penalty: \$100 and/or 90 days (Rev 01/2016)

External # 0083165
Crash ID

Page 01 of 01
File Class 9300-1
Incident # 2205097
NOV 16 2022

STATE OF MICHIGAN TRAFFIC CRASH REPORT

ORI MI 4714700
Department Name LIVINGSTON COUNTY SHERIFF'S OFFICE
Reviewer J. STEINAWAY (538)

Crash Date 11/06/2022
Crash Time 21:57
No. of Units 02
Crash Type Rear End
Special Circumstances None
Hit and Run Unknown
School Bus Animal
Special Checks Fatal Non-Traffic Area ORW/Snowmobile

County 47 - Livingston
Traffic Control None
Relation to Roadway On Road
Weather Clear
Area Frwy Other Freeway Areas

City/Twp Tyrone Township
Contributing Circumstances 1st Prior Cash 2nd
Light Dark - Unlighted
Road Surface Condition Dry
Total Lanes 02
Speed Limit 70
Posted Yes

Work Zone (if applicable) Type Workers Present Activity Location

Prefix S Primary Road Name US 23 Road Type HWY Suffix Divided Roadway S

Distance / Direction 100 Feet N
Trafficway Divided Highway With Traffic Barrier

Prefix Intersecting Road Name WHITE LAKE Road Type RD Suffix Divided Roadway

Unit Number 01 Unit Known Yes State MI Driver License Number [Redacted] Date of Birth (Age) [Redacted] License Type Operator Endorsements Cycle Farm Recreation Sex M Total Occupants 01 Hazardous Action Failed To Yield

Unit Type MV Driver Information ANDREW NABIL ZOUROB Driver is Owner Yes Injury C Position Front:left... Restraint Shoulder & Lap Belt

Driver Condition at Time of Crash 1st Appeared Normal 2nd Driver Distracted By Not Distracted Ejected No Trapped No Airbag Deployed Deployed-front

Hospital Refused Ambulance Refused

Alcohol Suspected No Contributing Factor No Alcohol Test Type Breath Blood Urine Field PBT Refused Not Offered Alcohol Test Results Pending Test Results: Interlock Device No

Drug Suspected No Contributing Factor No Drug Test Type Blood Urine Field Refused Not Offered Drug Test Results Pending Test Results: Citation Issued Hazardous Other 257.649

Vehicle Registration [Redacted] State MI Vehicle Description 2021 BAVARIAN MOTOR WORKS Model M550XI Color BLACK

VIN [Redacted] Vehicle Type Passenger Car (pa) Special Vehicles Not Applicable Private Trailer Type Vehicle Defect

Automated System(s) in Vehicle NO Automation System Level in Vehicle Automated System Level Engaged at Time of Crash

Insurance Company AAA INSURANCE Insurance Policy # [Redacted] Towed By CORRIGAN'S Towed To IMPOUND LOT

Location of Greatest Damage 8 First Impact 08 Extent of Damage Disabling Damage (Power Unit and/or Trailers) Vehicle Direction S Vehicle Use Private Action Prior Going Straight Ahead

Sequence of Events First Ran Off Roadway - Left Second Motor Vehicle In Transport Third Fourth

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Passenger Information Date of Birth (Age) Sex Position Restraint Injury Ejected Trapped Airbag Deployed

Carrier Information USDOT MC MPSC Driver's CDL Type None Endorsements H P O T N S O X CDL Exempt Farm Other

GWR/GCWR 10,000 lbs. or Less 10,001 - 25,000 lbs. Greater than 26,000 lbs. Vehicle Configuration Cargo Body Type Medical Card Hazardous Material Placard Cargo Spill ID # Class #

Owner Information ANDREW NABIL ZOUROB Owner Information

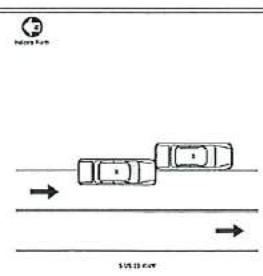
Damaged Property Public Owner & Phone

Owner Information ANDREW NABIL ZOUROB Owner Information

Damaged Property Public Owner & Phone

Damaged Property Public Owner & Phone

RECEIVED
NOV 16 2022

Unit Number 02	Unit Known Yes	State MI	Driver License Number [REDACTED]	Date of Birth (Age) [REDACTED]	License Type <input checked="" type="checkbox"/> Operator <input type="checkbox"/> Chauffeur <input type="checkbox"/> Moped	Endorsements <input type="checkbox"/> Cycle <input type="checkbox"/> Farm <input type="checkbox"/> Recreation	Sex F	Total Occupants 01	Hazardous Action None
Unit Type MV	Driver Information [REDACTED]			Driver Is Owner Yes	Injury 0	Position Front:left...	Restraint Shoulder Belt Only		
Driver Condition at Time of Crash 1st Appeared Normal				2nd Driver Distracted By Unknown		Ejected No	Trapped No	Airbag Deployed Deployed-front	
Hospital None					Ambulance None				
Alcohol Suspected No	Contributing Factor No	Alcohol Test Type <input type="checkbox"/> Breath <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> PBT <input type="checkbox"/> Refused <input type="checkbox"/> Not Offered			Alcohol Test Results <input type="checkbox"/> Pending	Test Results:	Interlock Device No		
Drug Suspected No	Contributing Factor No	Drug Test Type <input type="checkbox"/> Blood <input type="checkbox"/> Urine <input type="checkbox"/> Field <input type="checkbox"/> Refused <input checked="" type="checkbox"/> Not Offered			Drug Test Results <input type="checkbox"/> Pending	Test Results:	Citation Issued <input type="checkbox"/> Hazardous <input checked="" type="checkbox"/> Other 257.328		
Vehicle Registration [REDACTED]	State MI	Vehicle Description [REDACTED]	Year 2007	Make BUICK	Model LACROSSE	Color BLUE			
VIN [REDACTED]	Vehicle Type Passenger Car (pa)		Special Vehicles Not Applicable	Private Trailer Type	Vehicle Defect				
Automated System(s) in Vehicle NO		Automation System Level in Vehicle			Automated System Level Engaged at Time of Crash				
Insurance Company NO PROOF		Insurance Policy # TICKET ISSUED			Towed By CORRIGAN'S		Towed To IMPOUND LOT		
Location of Greatest Damage 1	First Impact 01	Extent of Damage (Power Unit and/or Trailers) Disabling Damage		Vehicle Direction S	Vehicle Use Private		Action Prior Stopped On Roadway		
Sequence of Events First <input checked="" type="checkbox"/> Motor Vehicle In Transport Second Third Fourth <small>(indicates MOST harmful event)</small>									
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint		
Hospital				Injury	Ejected	Trapped	Airbag Deployed		
Hospital				Ambulance					
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint		
Hospital				Injury	Ejected	Trapped	Airbag Deployed		
Hospital				Ambulance					
PASSENGERS Passenger Information				Date of Birth (Age)	Sex	Position	Restraint		
Hospital				Injury	Ejected	Trapped	Airbag Deployed		
Hospital				Ambulance					
Carrier Information				USDOT		MC	MPSC		
Driver's CDL Type None				Endorsements <input type="checkbox"/> H <input type="checkbox"/> P <input type="checkbox"/> T <input type="checkbox"/> N <input type="checkbox"/> S <input type="checkbox"/> X		CDL Exempt <input type="checkbox"/> Farm <input type="checkbox"/> Other			
GWR/GCWR <input type="checkbox"/> 10,000 lbs. or Less <input type="checkbox"/> 10,001 - 26,000 lbs. <input type="checkbox"/> Greater than 26,000 lbs.		Vehicle Configuration		Cargo Body Type	Medical Card	Hazardous Material <input type="checkbox"/> Placard <input type="checkbox"/> Cargo Spill		ID #	Class #
OWNERS Owner Information				Owner Information					
Witness Information				Witness Information					
Investigated at Scene Yes	Reported Date (Time) 11/06/2022 21:57	1st Investigator Name (Badge) R. HEIL (813)		2nd Investigator Name (Badge)			Photos		
Narrative U-2 was pulled over to the median side of the HWY off the roadway after U-2 struck a deer. U-1 failed to yield for U-2, crossed the median line and rear ended U-2.				Diagram 					

NEW BUSINESS #2

Request of Brendan Foster for Storage Condominium
Special Land Use permit.

February 21, 2023

Township Board

Tyrone Township

8420 Runyan Lake Road

Fenton, MI 48430

Subject: Agenda Request – Foster Storage Condominium Special Land Use

Dear Township Board Members:

During our meeting on June 14, 2022, an application review and public hearing were held regarding a request for development of a storage condominium facility (mini-warehouse Special Land Use) on Parcel # 4704-32-200-014. The subject property is located at the southwest corner of Old US-23 and Faussett roads and is Zoned PCI (Planned Commercial Industrial).

Following the required public hearing, Steve Krause moved to recommend conditional approval for preliminary site plan, final site plan, and special land use for the Foster Storage Condominium application with conditions. Vice-Chairman Kurt Schulze supported the motion. The motion carried by unanimous voice vote.

Conditions:

- 1. Driveway approval by the Livingston County Road Commission.*
- 2. Circulation review and approval by the fire inspector.*
- 3. Security gate details, including first responder accessibility, shall be added to the site plan.*
- 4. Water and sanitary sewer approval by the Township Engineer and the utility agency.*
- 5. Location of all electrical service lines shall be added to the site plan.*
- 6. Refuse management shall be clarified.*
- 7. Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.*
- 8. Irrigation system shall be added to the site plan.*
- 9. Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.*
- 10. Sign shall be relocated, if necessary, with setbacks dimensioned.*
- 11. Outdoor storage prohibition note shall be added to the site plan. received.*
- 12. Building plan shall be incorporated into the site plan.*
- 13. Condominium plan for utility easements approval by the Township Engineer.*
- 14. Condominium documents approval by the Township Attorney, Planner, and Engineer.*

15. Language limiting storage of hazardous materials shall be added to statement of use and site plan.

16. Language prohibiting outdoor washing of vehicles, trailers, etc shall be added to statement of use and site plan.

17. A phasing plan shall be provided and approved by the Planning Commission Subcommittee.

The condominium documents and site plan have been reviewed by the Township Attorney, Planner, and Engineer.

NOTES: All conditions pertinent to the favorable recommendation have been addressed or are otherwise noted below. Additional/continuing review from outside agencies having jurisdiction may be required following final site plan approval. Any agency reviews/approvals requiring modification(s) to the approved site plan may require major and/or minor site plan amendment(s) per Section 23.13 of the Zoning Ordinance. It should be noted that final LCRC (driveway permit) and LCDC (stormwater management and sanitary sewer connection) approvals will be required prior to the issuance of land use permit(s) for construction. The Fire Marshall shall inspect and test the access gate and lock box following installation. Electrical service lines shall be shown on the as-built plans. The applicant will be required to purchase the appropriate number of Residential Equivalency Units (REUs) as determined by the Township Board in accordance with the Sewer Use and Rate Ordinance.

It is recommended that the above statements be included as conditions for final approval.

Respectfully,

Rich Erickson

Chairman, Planning Commission

US23 STORAGE DEVELOPMENT

NEW SELF STORAGE CONDOMINIUMS

SITE PLAN APPROVAL PACKAGE

FAUSSETT ROAD & OLD US-23
TYRONE TOWNSHIP, MICHIGAN

PART OF THE NORTHEAST 1/4 OF SECTION 32
TOWNSHIP 4 NORTH, RANGE 6 EAST
TYRONE TOWNSHIP, COUNTY OF LIVINGSTON, STATE OF MICHIGAN

PROPERTY DESCRIPTION:

A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWN 4-NORTH, RANGE 6-EAST, TYRONE TOWNSHIP, LIVINGSTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 32, THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 32, N87°10'59"E, 1502.97 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 N87°10'59"E, 582.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF US-23; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S33°31'20"E, 672.13 FEET; THENCE S87°10'59"W PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4, 925.38 FEET; THENCE N02°49'01"W, 577.90 FEET TO SAID POINT OF BEGINNING; CONTAINING 10.00 ACRES OF LAND.

DRAWING INDEX:

DATE	DESCRIPTION
02-20-2023	C000 - COVER SHEET
02-20-2023	C100 - TOPOGRAPHIC SURVEY PLAN
02-20-2023	C200 - SITE LAYOUT PLAN
02-20-2023	C201 - WBSO TRUCK MANEUVERING PLAN
02-20-2023	C202 - FAUSSETT ROAD DRIVE APPROACH PLAN
02-20-2023	C203 - FAUSSETT ROAD DRIVE APPROACH DETAILS & NOTES
02-20-2023	C204 - PROPOSED WORK UNDER PHASE 1
02-20-2023	C300 - SITE GRADING & SOIL EROSION CONTROL PLAN
02-20-2023	C301 - PROPOSED DRAINAGE AREA MAP & STORM WATER CALCULATIONS
02-20-2023	C400 - SITE UTILITY PLAN (SANITARY SEWER)
02-20-2023	C401 - SITE UTILITY PLAN (WATER MAIN)
02-20-2023	C402 - SITE PHOTOMETRIC PLAN
02-20-2023	C403 - SANITARY SEWER PROFILES
02-20-2023	C404 - SANITARY SEWER PROFILES
02-20-2023	C500 - SITE LANDSCAPE PLAN
02-20-2023	C600 - SITE DETAILS
02-20-2023	A1 - FLOOR PLAN
02-20-2023	A2 - ELEVATIONS

DATE MOST RECENT ISSUE / REVISION DATE
FILLED CIRCLE INDICATES SUBMITTED DRAWING

BENCHMARKS (NAVD88):

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF FAUSSETT ROAD, 47' WEST OF OLD US-23 ROAD AND 13' NORTHWEST OF A BEEHIVE CATCH BASIN. ELEVATION = 967.54

NPDES STATEMENT:

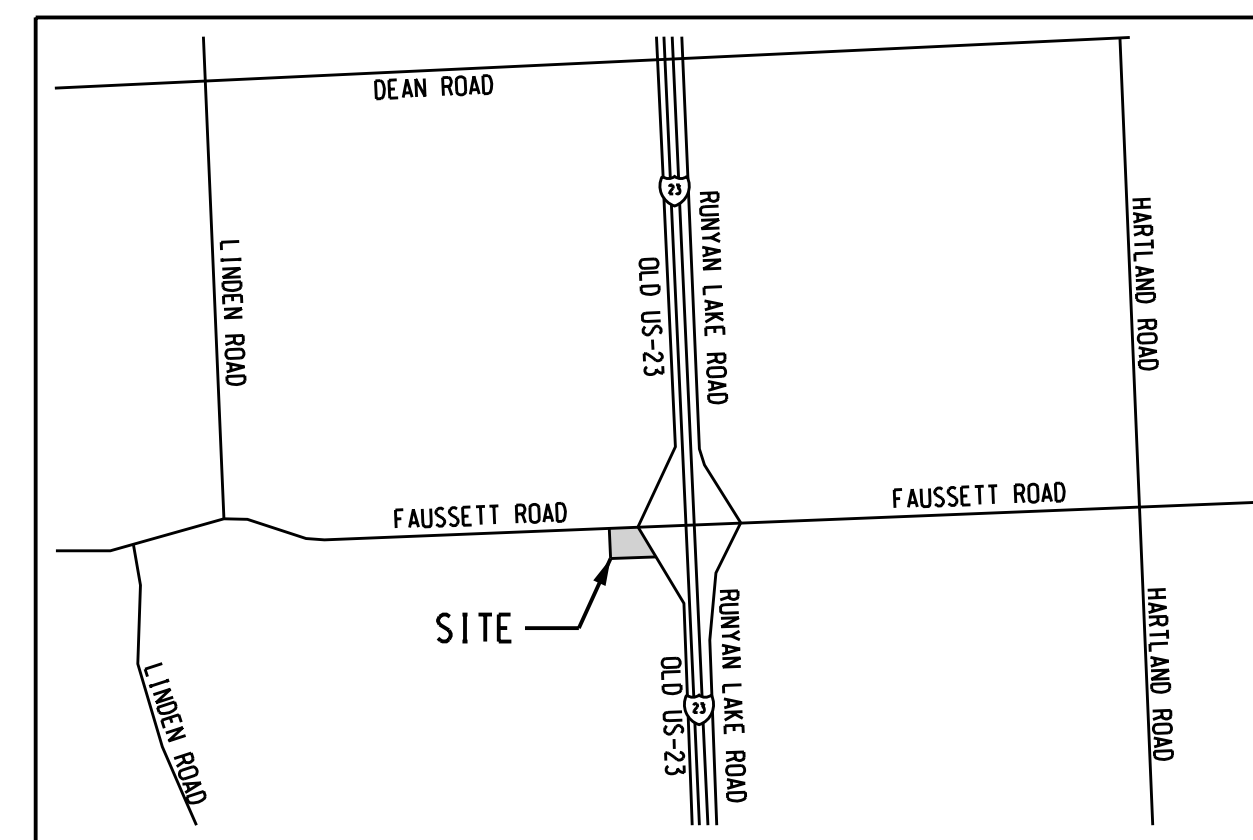
THE OWNER WILL NEED TO OBTAIN AN NPDES STORM WATER DISCHARGE PERMIT FROM THE MDEQ. TOTAL DISTURBED AREA: 9.4 ACRES

TOPOGRAPHIC SURVEY STATEMENT:

THE EXISTING FEATURES SHOWN ON THIS PLAN ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS QUADERER, INC. IN JUNE OF 2015. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE PLOTTED IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. NO EXISTING UTILITIES WERE EXPOSED FOR VERIFICATION OF LOCATION AND ELEVATION. NO GUARANTEES ARE GIVEN THAT THE LOCATIONS ARE ABSOLUTELY ACCURATE OR THAT UTILITIES OTHER THAN THOSE SHOWN ARE NOT PRESENT.

AGENCY CONTACT INFORMATION

AGENCY	SUBMITTAL DATE	STATUS	AGENCY	SUBMITTAL DATE	STATUS	SUBMITTAL DATE	STATUS
ROSS NICHOLSON PLANNING/ZONING ADMINISTR. TYRONE TOWNSHIP 10408 CENTER ROAD FENTON, MI 48430 PHONE: 810-629-0047	02-20-2023	UNDER REVIEW	SOIL EROSION CONTROL LCDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE	ELECTRIC JEREMY HALL CONSUMERS ENERGY 3201 E. COURT STREET PO BOX 408 FLINT, MI 48501 PH: 810-760-3309	DATE	
SANITARY LCDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE		WATER DON HAYDUK MID-WATCH DIST. HEALTH DEPT. 306 ELM STREET ST. JOHNS, MI 48879 PH: 517-370-9448	DATE		DATE	
STORM WATER LCDC BRIAN JONCKHEERE 2300 E. GRAND RIVER AVE. HOWELL, MI 48843 PH: 517-546-0040	DATE		DRIVE APPROACH KIM HILLER, PERMITS ENG. LIVINGSTON CO. ROAD COMM. 3535 GRAND OAKS DRIVE HOWELL, MI 48843 PH: 517-546-4250	07-29-2022	UNDER REVIEW	DATE	



LOCATION MAP
NOT TO SCALE

TYRONE

OWNER: BRENDAN FOSTER
PRESIDENT
BENECOR
12809 SILVER LAKE ROAD
BRIGHTON, MI 48116
PH: (248) 437-4437
EMAIL: BRENDAN.FOSTER@BENECOR.COM

BUILDER: JAMES L. HINZE, PRESIDENT
ZION CHURCH BUILDERS, INC.
PH: (269) 544-7211
EMAIL: JIMHINZECB@GMAIL.COM

ARCHITECT: DANIEL G. WHITE
DANIEL G. WHITE ARCHITECT LLC
108 CRIGHTON DRIVE
WILLARD, MO 65781
PH: (417) 742-0915
EMAIL: DGCWCREATIONS@GMAIL.COM

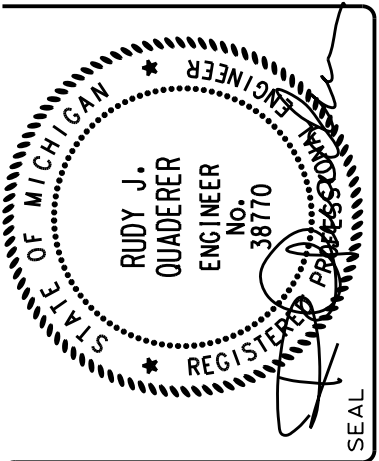
ENGINEER: RUDY QUADERER
GRIGGS QUADERER, INC.
8308 OFFICE PARK DR.
GRAND BLANC, MI 48439
PH: (810) 695-0154
EMAIL: RQUADERER@GQINCORP.COM

GENERAL NOTES:

- STANDARD SPECIFICATIONS: ALL MATERIALS AND CONSTRUCTION METHODS FOR THIS PROJECT SHALL CONFORM WITH THE REQUIREMENTS OF ALL GOVERNING AGENCIES HAVING JURISDICTION (LOCAL, COUNTY, STATE), UNLESS OTHERWISE NOTED. CONSTRUCTION MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION AND PROJECT SPECIFICATIONS. IN CASE OF DISCREPANCIES BETWEEN REQUIREMENTS, THE MOST STRINGENT SHALL APPLY.
- EXISTING BACKGROUND INFORMATION: THE EXISTING FEATURES SHOWN ON THESE DOCUMENTS ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS QUADERER, INC. IN APRIL OF 2018. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE OBTAINED FROM THE BEST AVAILABLE DOCUMENT INFORMATION. NO GUARANTEES ARE GIVEN TO THE ACCURACY OF ALL UTILITY INFORMATION SHOWN OR THAT ALL UTILITIES ARE INDICATED ON THIS DOCUMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS BEFORE COMMENCING WORK AND TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- MISS DIG UTILITY PROTECTION SERVICE: THE CONTRACTOR SHALL CONTACT MISS DIG UTILITY SERVICES (811) THREE (3) WORKING DAYS PRIOR TO BEGIN CONSTRUCTION TO VERIFY LOCATIONS OF UTILITIES. THE CONTRACTOR SHALL ASSUME RESPONSIBILITY FOR THE PROTECTION OF ALL EXISTING UTILITIES DURING CONSTRUCTION. ANY UTILITY DAMAGED DURING CONSTRUCTION SHALL BE REPAIRED WITH THE IDENTICAL MATERIAL IN ACCORDANCE WITH THE UTILITY OWNERS REQUIREMENTS. THE CONTRACTOR SHALL VERIFY THE DEPTH AND HORIZONTAL LOCATION OF ALL EXISTING UTILITIES AND NOTIFY ENGINEER OF ANY DISCREPANCIES.
- SUBSURFACE SOIL CONDITIONS: A SOIL INVESTIGATION FOR THIS SITE IS AVAILABLE FOR REVIEW. THE CONTRACTOR IS RESPONSIBLE TO ACQUAINT HIMSELF WITH CURRENT SOIL AND GROUNDWATER CONDITIONS FOR HIS OWN INFORMATION PRIOR TO BIDDING. NO MODIFICATIONS TO UNIT PRICES OR FINAL BID WILL BE MADE DUE TO VARIABLE SUBSURFACE CONDITIONS, DEWATERING, IF DETERMINED NECESSARY BY THE CONTRACTOR, WILL BE CONSIDERED INCIDENTAL TO THE INSTALLATION COST OF UTILITIES OR STRUCTURES.
- PERMITS: THE CONTRACTOR IS RESPONSIBLE FOR SECURING ALL PERMITS REQUIRED TO PERFORM ALL WORK SHOWN ON THESE DOCUMENTS. THE CONTRACTOR SHALL PAY FOR AND OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, LOCAL OR PRIVATE AGENCIES INCLUDING REQUIRED BONDS, COSTS INSPECTION AND TESTING SERVICES SHALL BE PAID FOR BY THE CONTRACTOR.
- SOIL EROSION CONTROL: THE CONTRACTOR SHALL OBTAIN SOIL EROSION CONTROL PERMIT PRIOR TO BEGIN OF CONSTRUCTION. THE CONTRACTOR SHALL COMPLY WITH ALL PROVISIONS OF ACT 451, PART 91 FOR SOIL EROSION & SEDIMENTATION CONTROL, AND WILL BE RESPONSIBLE FOR ALL MAINTENANCE UNTIL THE FINAL ACCEPTANCE OF THE PROJECT. CONTRACTOR SHALL PROTECT ALL EXISTING AND PROPOSED STORM WATER FACILITIES ON SITE DURING CONSTRUCTION.
- MISHA SAFETY REQUIREMENTS: ALL WORK, CONSTRUCTION METHODS AND MATERIALS SHALL COMPLY WITH ALL APPLICABLE STATE AND FEDERAL SAFETY, OCCUPATIONAL, HEALTH AND ENVIRONMENTAL REGULATIONS AS WELL AS NFPA AND ANSI CODES AS APPLICABLE.
- PRE-CONSTRUCTION MEETING: CONTRACTOR SHALL ATTEND PRE-CONSTRUCTION MEETING FOR COORDINATION WITH MUNICIPALITY, AGENCIES AND UTILITY COMPANIES. ITEMS FOR DISCUSSION WILL INCLUDE SCHEDULE, INSPECTION SERVICES, TESTING OF PUBLIC UTILITIES AND FINAL AS-BUILT DOCUMENTS.
- CONSTRUCTION INSPECTIONS & FINAL TESTING: CONTRACTOR IS RESPONSIBLE TO NOTIFY ALL INSPECTION AGENCIES THREE (3) WORKING DAYS PRIOR TO START OF CONSTRUCTION AND ARRANGE FOR ON-SITE INSPECTION. PUBLIC UTILITIES SHALL BE TESTED PER LOCAL AND COUNTY AGENCY REQUIREMENTS WITH INSPECTORS FROM BOTH AGENCIES PRESENT. THE CONTRACTOR SHALL NOT CONNECT TO THE EXISTING PUBLIC UTILITY UNTIL THE NEW UTILITY IS TESTED AND APPROVED BY THE AGENCIES.

STANDARD LEGEND

DESCRIPTION	PROPOSED	EXISTING
BUILDING	[Symbol]	[Symbol]
STORM SEWER	[Symbol]	[Symbol]
SANITARY SEWER	[Symbol]	[Symbol]
WATER	[Symbol]	[Symbol]
GAS LINE	[Symbol]	[Symbol]
ELECTRIC LINE	[Symbol]	[Symbol]
TELEPHONE LINE	[Symbol]	[Symbol]
MANHOLE	[Symbol]	[Symbol]
CATCH BASIN	[Symbol]	[Symbol]
FIRE HYDRANT	[Symbol]	[Symbol]
GATE VALVE & WELL	[Symbol]	[Symbol]
POWER POLE	[Symbol]	[Symbol]
LIGHT POLE	[Symbol]	[Symbol]
CURB & GUTTER	[Symbol]	[Symbol]
FENCE	[Symbol]	[Symbol]
DECIDUOUS TREE	[Symbol]	[Symbol]
EVERGREEN TREE	[Symbol]	[Symbol]
EASEMENT	[Symbol]	[Symbol]
WETLAND BOUNDARY	[Symbol]	[Symbol]
SIGN	[Symbol]	[Symbol]
ASPHALT SURF.	[Symbol]	[Symbol]
CONCRETE SURFACE	[Symbol]	[Symbol]
SOIL BORING	[Symbol]	[Symbol]
SPOT ELEVATION	[Symbol]	[Symbol]
CONTOUR LINE	[Symbol]	[Symbol]



NO.	DATE	REVISION OR ISSUE
02-20-23	11-14-22	RE ISSUED TO TYRONE TWP.
		RE ISSUED TO TYRONE TWP.
		SUBJECT

DRAWN	DESIGNED	CHECKED	FIELD CREW
BRZEZINSKI			

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
FAUSSETT RD @ OLD US-23
TYRONE TWP, LIVINGSTON COUNTY, STATE OF MICHIGAN

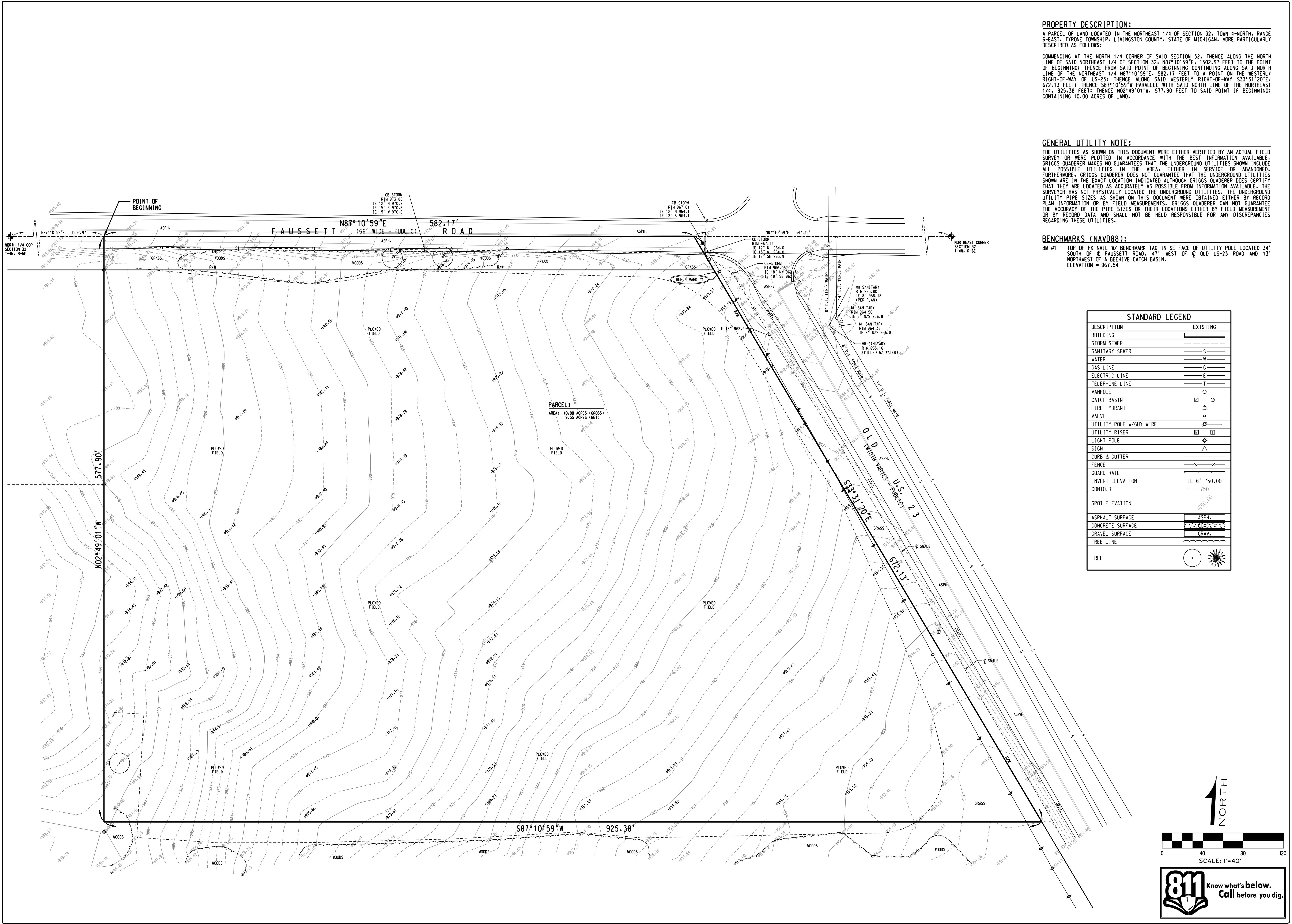
COVER SHEET

Griggs Quaderer, Inc.
WWW.GQINCORP.COM
8308 OFFICE PARK DRIVE
PH: (810) 695-0154
GRAND BLANC, MI 48439
FX: (810) 695-0158

CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING

Griggs Quaderer, Inc.
Established 2004

PHASE: CONCP
JOB NO.: 180301

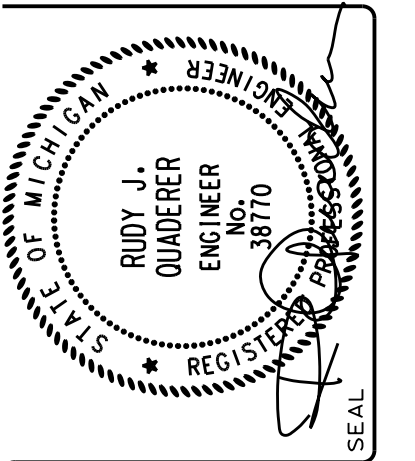


PROPERTY DESCRIPTION:
 A PARCEL OF LAND LOCATED IN THE NORTHEAST 1/4 OF SECTION 32, TOWN 4-NORTH, RANGE 6-EAST, TYRONE TOWNSHIP, LIVINGSTON COUNTY, STATE OF MICHIGAN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:
 COMMENCING AT THE NORTH 1/4 CORNER OF SAID SECTION 32, THENCE ALONG THE NORTH LINE OF SAID NORTHEAST 1/4 OF SECTION 32, N87°10'59"E, 1502.97 FEET TO THE POINT OF BEGINNING; THENCE FROM SAID POINT OF BEGINNING, CONTINUING ALONG SAID NORTH LINE OF THE NORTHEAST 1/4 N87°10'59"E, 582.17 FEET TO A POINT ON THE WESTERLY RIGHT-OF-WAY OF US-23; THENCE ALONG SAID WESTERLY RIGHT-OF-WAY S33°31'20"E, 672.13 FEET; THENCE S87°10'59"W PARALLEL WITH SAID NORTH LINE OF THE NORTHEAST 1/4, 925.38 FEET; THENCE N02°49'01"W, 577.90 FEET TO SAID POINT OF BEGINNING; CONTAINING 10.00 ACRES OF LAND.

GENERAL UTILITY NOTE:
 THE UTILITIES AS SHOWN ON THIS DOCUMENT WERE EITHER VERIFIED BY AN ACTUAL FIELD SURVEY OR WERE PLOTTED IN ACCORDANCE WITH THE BEST INFORMATION AVAILABLE. GRIGGS QUADERER MAKES NO GUARANTEES THAT THE UNDERGROUND UTILITIES SHOWN INCLUDE ALL POSSIBLE UTILITIES IN THE AREA, EITHER IN SERVICE OR ABANDONED. FURTHERMORE, GRIGGS QUADERER DOES NOT GUARANTEE THAT THE UNDERGROUND UTILITIES SHOWN ARE IN THE EXACT LOCATION INDICATED ALTHOUGH GRIGGS QUADERER DOES CERTIFY THAT THEY ARE LOCATED AS ACCURATELY AS POSSIBLE FROM INFORMATION AVAILABLE. THE SURVEYOR HAS NOT PHYSICALLY LOCATED THE UNDERGROUND UTILITIES. THE UNDERGROUND UTILITY PIPE SIZES AS SHOWN ON THIS DOCUMENT WERE OBTAINED EITHER BY RECORD PLAN INFORMATION OR BY FIELD MEASUREMENTS. GRIGGS QUADERER CAN NOT GUARANTEE THE ACCURACY OF THE PIPE SIZES OR THEIR LOCATIONS EITHER BY FIELD MEASUREMENT OR BY RECORD DATA AND SHALL NOT BE HELD RESPONSIBLE FOR ANY DISCREPANCIES REGARDING THESE UTILITIES.

BENCHMARKS (NAVD88):
 BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF C FAUSSETT ROAD, 47' WEST OF C OLD US-23 ROAD AND 13' NORTHWEST OF A BEEHIVE CATCH BASIN. ELEVATION = 967.54

STANDARD LEGEND	
DESCRIPTION	EXISTING
BUILDING	[Symbol]
STORM SEWER	[Symbol]
SANITARY SEWER	[Symbol]
WATER	[Symbol]
GAS LINE	[Symbol]
ELECTRIC LINE	[Symbol]
TELEPHONE LINE	[Symbol]
MANHOLE	[Symbol]
CATCH BASIN	[Symbol]
FIRE HYDRANT	[Symbol]
VALVE	[Symbol]
UTILITY POLE W/GUY WIRE	[Symbol]
UTILITY RISER	[Symbol]
LIGHT POLE	[Symbol]
STON	[Symbol]
CURB & GUTTER	[Symbol]
FENCE	[Symbol]
GUARD RAIL	[Symbol]
INVERT ELEVATION	[Symbol] IE 6" 750.00
CONTOUR	[Symbol] --- 750 ---
SPOT ELEVATION	[Symbol] +750.00
ASPHALT SURFACE	[Symbol] ASPH.
CONCRETE SURFACE	[Symbol] CONCR.
GRAVEL SURFACE	[Symbol] GRAV.
TREE LINE	[Symbol]
TREE	[Symbol]



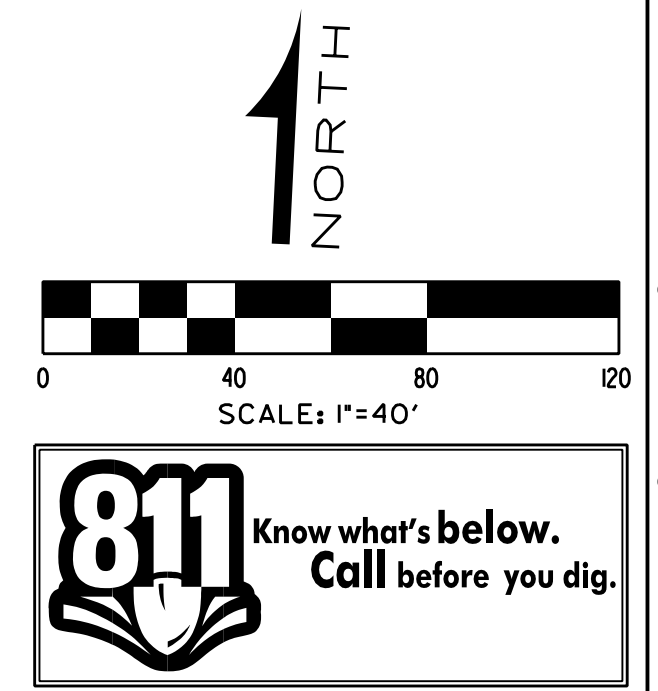
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11-14-22	RE ISSUED TO TYRONE TWP.	

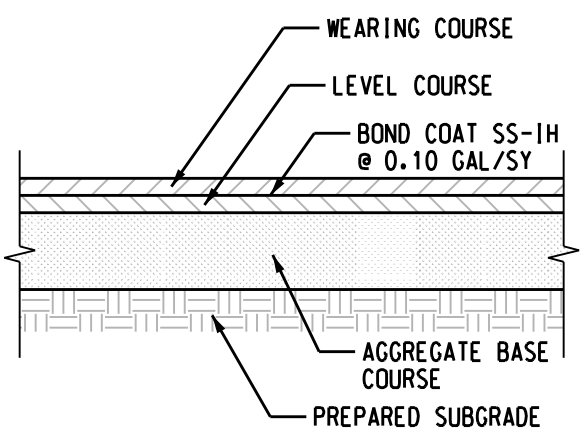
DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

**US23 STORAGE DEVELOPMENT
 NEW SELF STORAGE CONDOMINIUMS**
 FAUSSETT RD @ OLD US-23
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 TOPOGRAPHIC SURVEY PLAN

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
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 CIVIL ENGINEERING · LAND SURVEYING
 SITE PLANNING

PHASE: CONCP
 JOB NO.: 180301
 C100





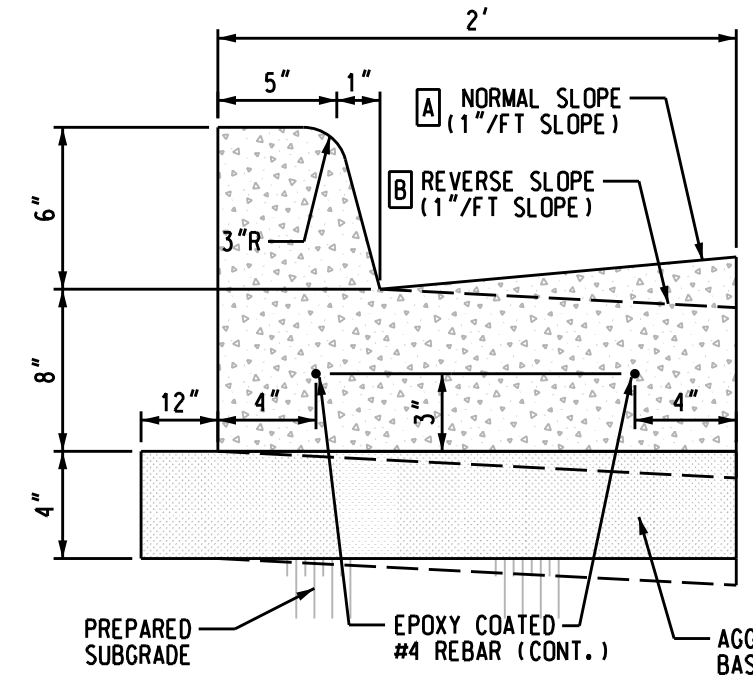
LIGHT DUTY PAVEMENT SECTION

ON-SITE ONLY
 WEARING COURSE - 2" MDOT 13A
 LEVEL COURSE - 3" MDOT 3C
 AGGREGATE BASE - 8" MDOT 21AA CRUSHED LIMESTONE

ROAD RIGHT-OF-WAY PAVEMENT SECTION

WEARING COURSE - 2" MDOT 13A
 LEVEL COURSE - 3" MDOT 3C
 AGGREGATE BASE - 8" MDOT 21AA CRUSHED LIMESTONE
 SAND BASE - 6" MDOT CLASS 11 SAND

NOTE: AS AN ALTERNATE, CONTRACTOR IS ALLOWED TO SUBSTITUTE MDOT 21AA CRUSHED CONCRETE FOR THE AGGREGATE BASE.



PROVIDE CONTROL JOINTS AT 10 FEET MAXIMUM SPACING AND DOWELED EXPANSION JOINTS AT 100 FEET MAXIMUM INTERVALS AND AT RADIUS POINTS

CURB & GUTTER DETAIL

NO SCALE ON-SITE ONLY

MARKING / SIGNAGE LEGEND:

- ① STOP SIGN (R1-1)
- ② 4" SINGLE SOLID LINE, YELLOW
- ③ 24" WIDE STOP LINE, WHITE
- ④ NO PARKING - FIRE LANE

NO PARKING / NO DRIVING AREAS
 4" WIDE WHITE PAINT STRIPING
 2" ON CENTER @ 45'. REFER TO PAVEMENT MARKING NOTE #2 FOR BARRIER FREE PARKING

STORAGE UNIT NOTES:

- 1. NO ON-SITE REFUSE OR STORAGE CONTAINERS WILL BE ALLOWED ON-SITE. ALL UNIT OWNERS WILL BE RESPONSIBLE FOR DISPOSAL OF THEIR OWN TRASH AND WASTE OFF SITE.
- 2. OUTDOOR STORAGE OF ANY KIND WILL BE PROHIBITED WITHIN THE CONFINES OF THIS DEVELOPMENT.
- 3. STORAGE OF HAZARDOUS MATERIALS WITHIN UNITS OR ON PREMISES WILL NOT BE ALLOWED.
- 4. OUTDOOR WASHING OF VEHICLES, TRAILERS OR OTHER LARGE EQUIPMENT WILL BE PROHIBITED.

PAVEMENT MARKING & SIGNAGE NOTES:

- 1. PARKING STALL WIDTH DIMENSIONS ARE TO CENTERLINE OF STRIPING.
- 2. ALL PAVEMENT MARKINGS SHALL BE 4" WIDE WHITE PAINT STRIPING UNLESS OTHERWISE INDICATED. ALL BARRIER FREE STRIPING SHALL BE COLORED BLUE AND IN ACCORDANCE WITH THE LATEST ADA STANDARDS FOR ACCESSIBLE DESIGN.
- 3. CONTRACTOR SHALL NOT APPLY TRAFFIC MARKING PAINT ON NEW ASPHALT UNTIL PAVEMENT HAS CURED A MINIMUM OF SEVEN (7) DAYS.
- 4. PAINT SHALL BE APPLIED WITH MECHANICAL EQUIPMENT TO PRODUCE UNIFORM STRAIGHT EDGES. APPLY IN TWO COATS AT MANUFACTURER'S RECOMMENDED RATES TO PROVIDE MINIMUM 10.0 TO 15.0 MILS WET THICKNESS.
- 5. ALL TRAFFIC CONTROL SIGNS SHALL CONFORM WITH ALL REQUIREMENTS AS STIPULATED IN THE MICHIGAN MANUAL ON UNIFORM TRAFFIC CONTROL DEVICES (MUTCD).
- 6. □ NUMBER OF PARKING SPACES (FOR INFORMATION ONLY)

LEGEND:

- LIGHT DUTY ASPHALT PAVEMENT (RE: C200)
- ROAD RIGHT-OF-WAY ASPHALT PAVEMENT (RE: C200)

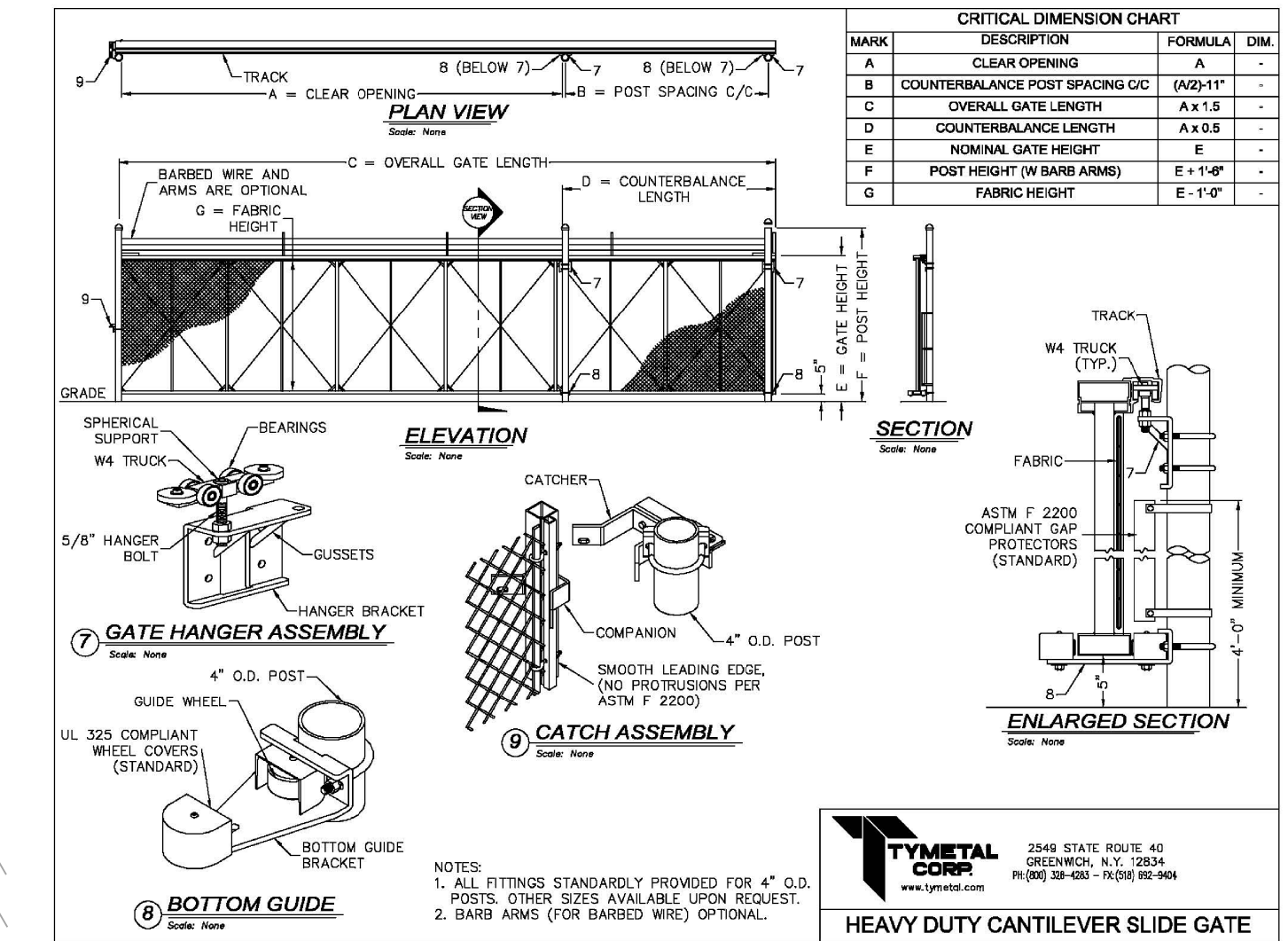
BUILDING SETBACK INFORMATION		
YARD	SETBACK PER ORDINANCE	VARIANCE OBTAINED
FRONT	100' (FAUSSETT), 150' (OLD US23)	65' (FAUSSETT), 113' (OLD US23)
SIDE	100'	-
REAR	100'	50'

SITE LAYOUT NOTES:

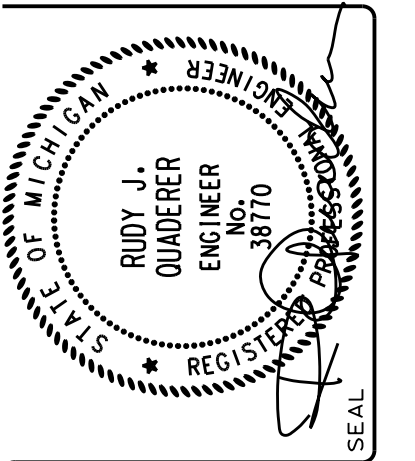
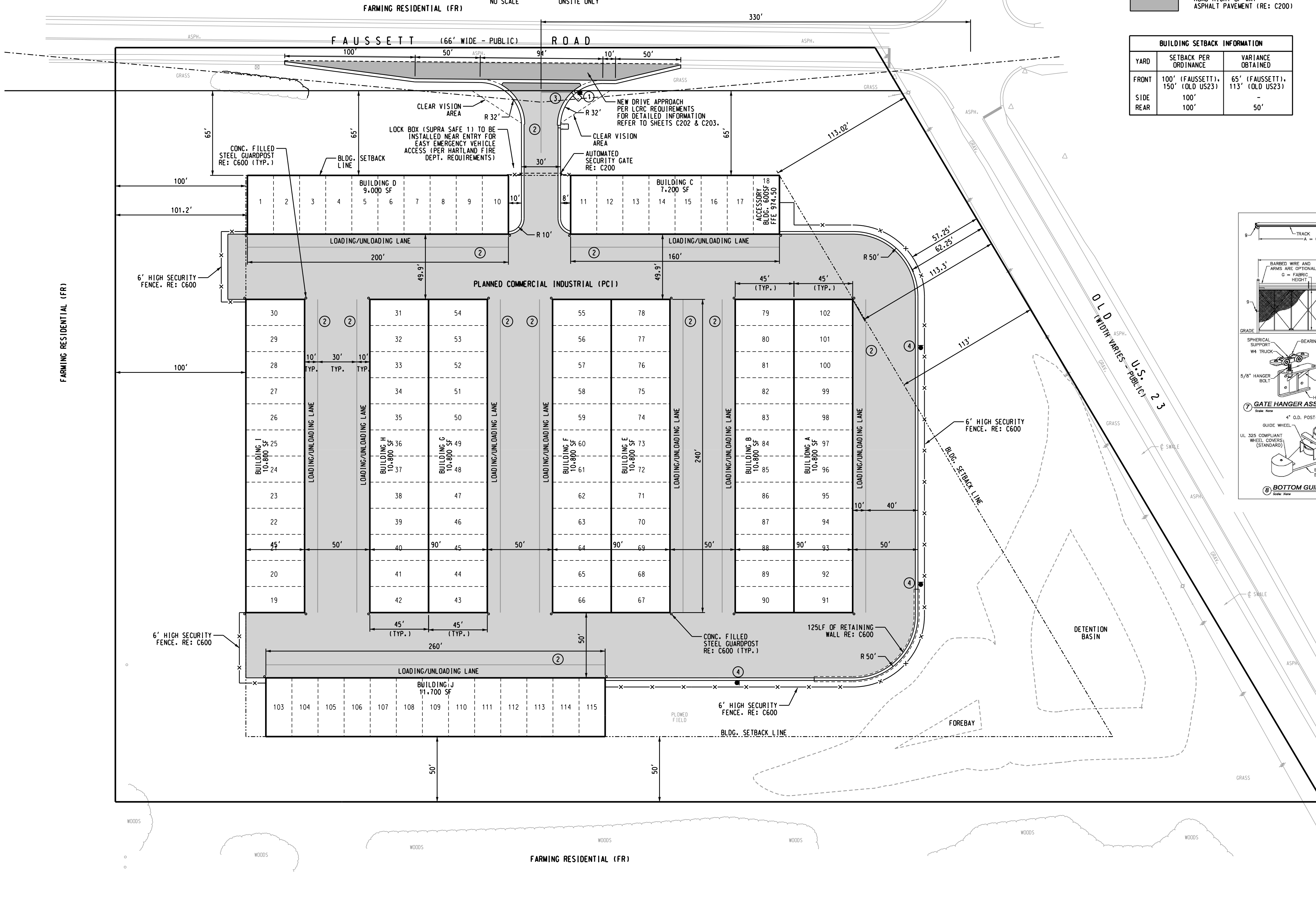
- 1. COORDINATES AND/OR DIMENSIONS SHOWN ON THIS DOCUMENT ARE TO BACK OF CURB, OUTSIDE FACE OF BUILDING FOUNDATIONS, EDGE OF PAVEMENT, CENTER OF STRUCTURE, CENTERLINE OF STRIPING UNLESS NOTED OTHERWISE.
- 2. NO DIMENSIONS SHALL BE SCALED OFF THE DOCUMENTS. REFER UNCLEAR ITEMS TO THE ENGINEER FOR INTERPRETATION.
- 3. PROVIDE ADEQUATE BARRICADES AT DRIVES, ENTRANCES, EXCAVATIONS AND OTHER OPENINGS TO KEEP OUT UNAUTHORIZED PERSONS AND FOR PUBLIC SAFETY AND TRAFFIC CONTROL. SAFETY PROVISIONS OF APPLICABLE LAWS SHALL BE OBSERVED AT ALL TIMES. BARRICADES LEFT IN PLACE AT NIGHT SHALL BE LIGHTED.
- 4. NO EQUIPMENT OR MATERIAL STORAGE IS PERMITTED WITHIN THE ROAD RIGHT-OF-WAY.
- 5. CONTRACTOR'S MANNER AND METHOD OF INGRESS AND EGRESS WITH RESPECT TO THE PROJECT AREA SHALL IN NO WAY PROHIBIT OR DISTURB NORMAL PEDESTRIAN OR VEHICULAR TRAFFIC IN THE VICINITY AND IS SUBJECT TO REGULATION AND WRITTEN APPROVAL OF APPROPRIATE GOVERNING AGENCIES.
- 6. RESTORE ALL STREET SURFACES, DRIVEWAYS, CULVERTS, ROADSIDE DRAINAGE DITCHES, AND OTHER PUBLIC OR PRIVATE STRUCTURES THAT ARE DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AND TO THE SATISFACTION OF THOSE HAVING JURISDICTION.
- 7. REFER TO ARCHITECTURAL PLANS FOR BUILDING DIMENSIONS, SLAB AND UNDERBED THICKNESS.
- 8. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CONSTRUCTION LAYOUT AND GRADE ELEVATIONS FOR THEIR WORK IN ACCORDANCE WITH DATA SHOWN ON DOCUMENTS.
- 9. VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO BEGINNING CONSTRUCTION.
- 10. EXCAVATED AREAS WITHIN PROPOSED BUILDING AND PAVEMENT AREAS SHALL BE BACKFILLED TO FINISHED SUBGRADE ELEVATION WITH STRUCTURAL FILL (MDOT CLASS 11 SAND). THE SAND SHALL BE COMPACTED IN CONTINUOUS LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D 1557 MODIFIED PROCTOR.

LAND USE INFORMATION:

CURRENT ZONING: PLANNED COMMERCIAL INDUSTRIAL (PCI)
 PROPOSED ZONING: PLANNED COMMERCIAL INDUSTRIAL (PCI)
 CURRENT USE: VACANT
 PROPOSED USE: INDIVIDUAL STORAGE UNITS (TOTAL 115)
 TOTAL SITE AREA: 435,600 SF
 TOTAL BUILDING AREA: 103,500 SF
 LOT COVERAGE BY BLDG: 23.8%
 TOTAL IMPERVIOUS AREA: 205,203 SF
 LOT COVERAGE BY IMPERVIOUS: 47.1%



NOTES:
 1. ALL FITTINGS STANDARDLY PROVIDED FOR 4" O.D. POSTS. OTHER SIZES AVAILABLE UPON REQUEST.
 2. BARB ARMS (FOR BARBED WIRE) OPTIONAL.



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02-20-23	RE ISSUED TO TYRONE TWP.	SUBJECT
11-14-22	RE ISSUED TO TYRONE TWP.	SUBJECT

DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

**US23 STORAGE DEVELOPMENT
 NEW SELF STORAGE CONDOMINIUMS**

FAUSSETT RD @ OLD US-23
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

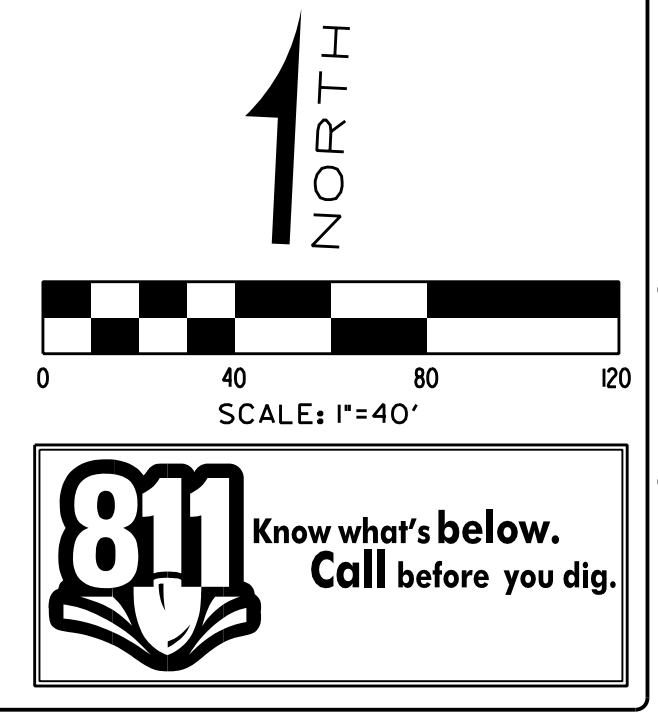
SITE LAYOUT PLAN

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48439
 PH: (810) 695-0154
 FX: (810) 695-0158
 WWW.GQINCORP.COM

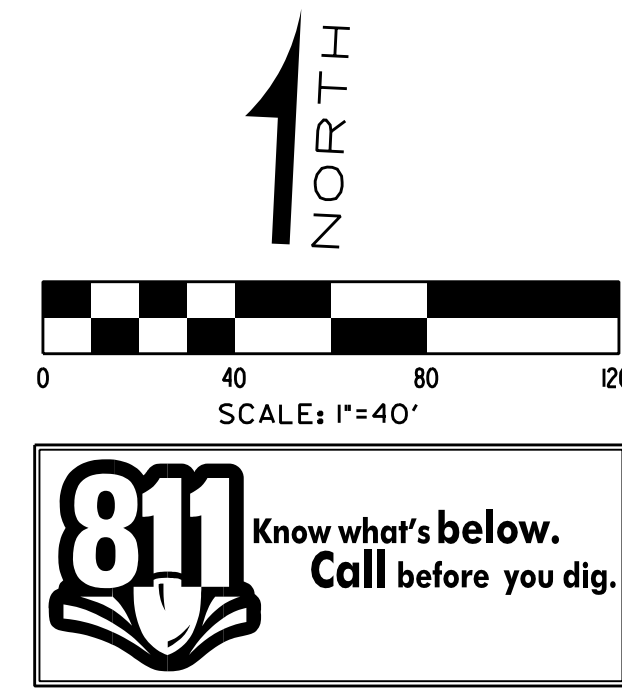
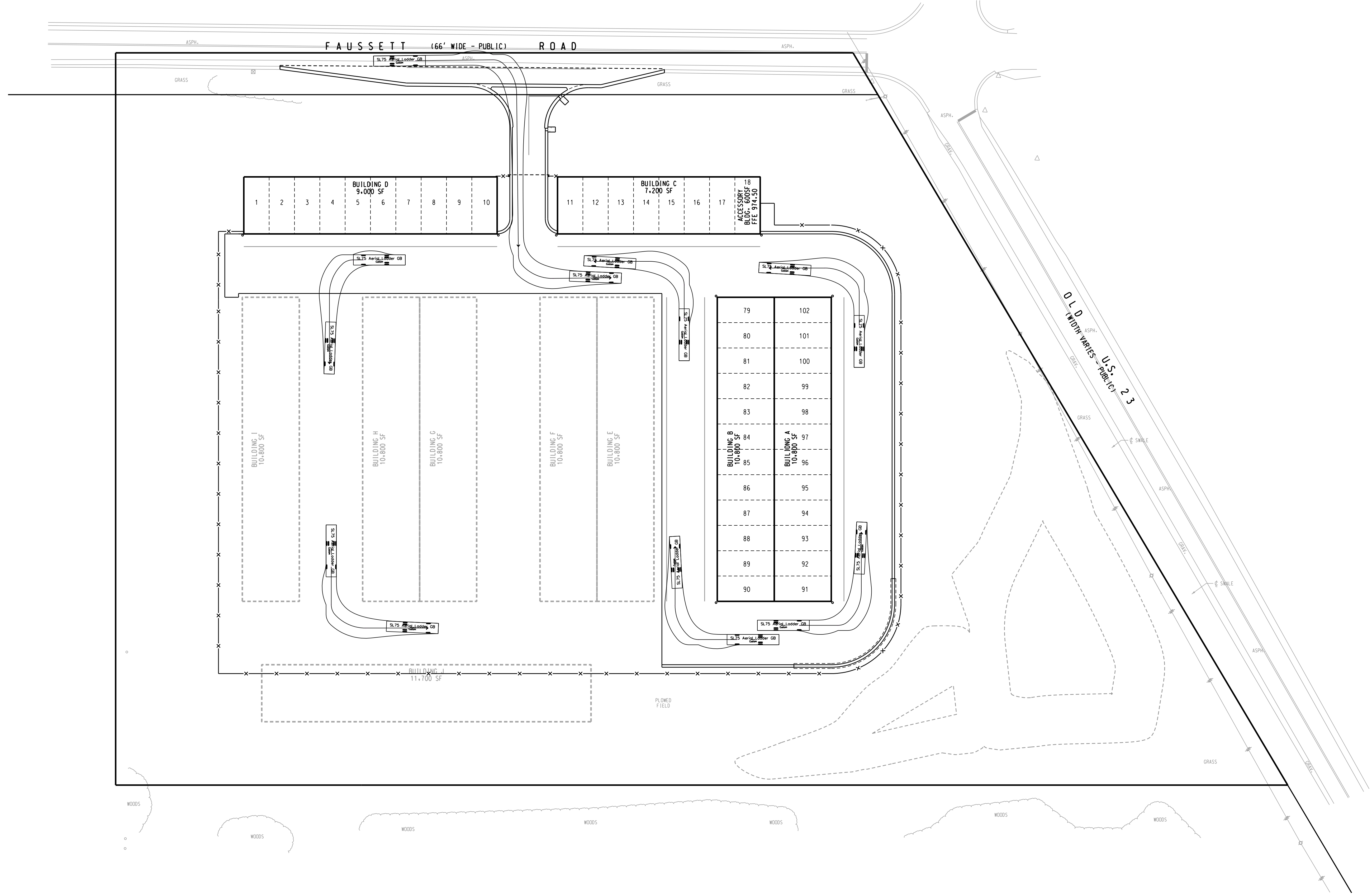
**CIVIL ENGINEERING · LAND SURVEYING
 SITE PLANNING**



PHASE: CONCP
 JOB NO.: 180301
 SCALE: 1"=40'



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Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48439
 PH: (810) 695-0154
 FX: (810) 695-0158
 WWW.GQINCORP.COM

**CIVIL ENGINEERING · LAND SURVEYING
 SITE PLANNING**

Griggs Quaderer, Inc.
 established 2004

**US23 STORAGE DEVELOPMENT
 NEW SELF STORAGE CONDOMINIUMS**
 FAUSSETT RD @ OLD U.S. 23
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

WB50 TRUCK MANEUVERING PLAN

PHASE: CONCP

JOB NO.: 180301

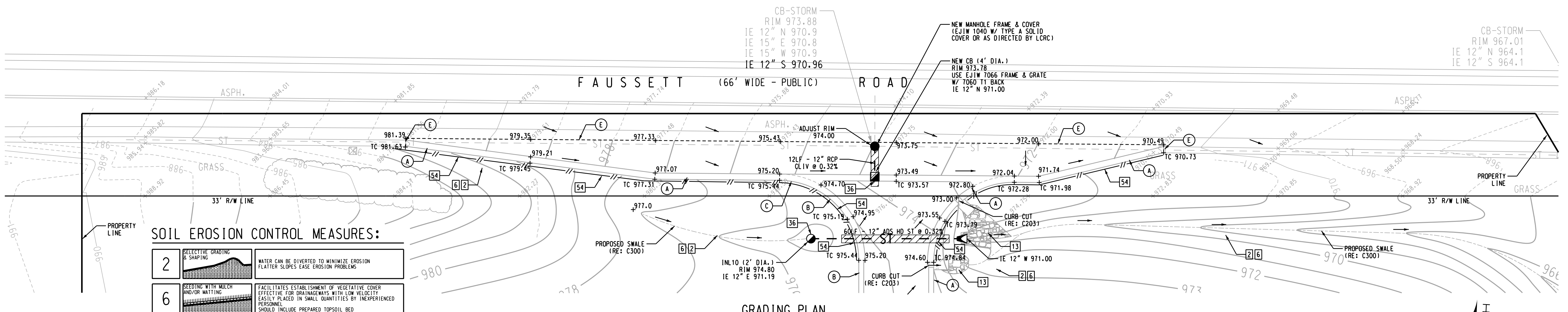
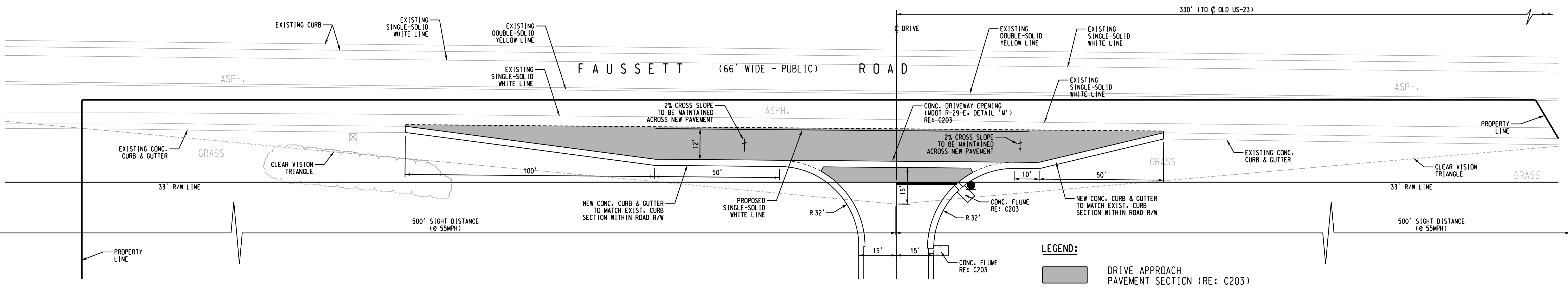
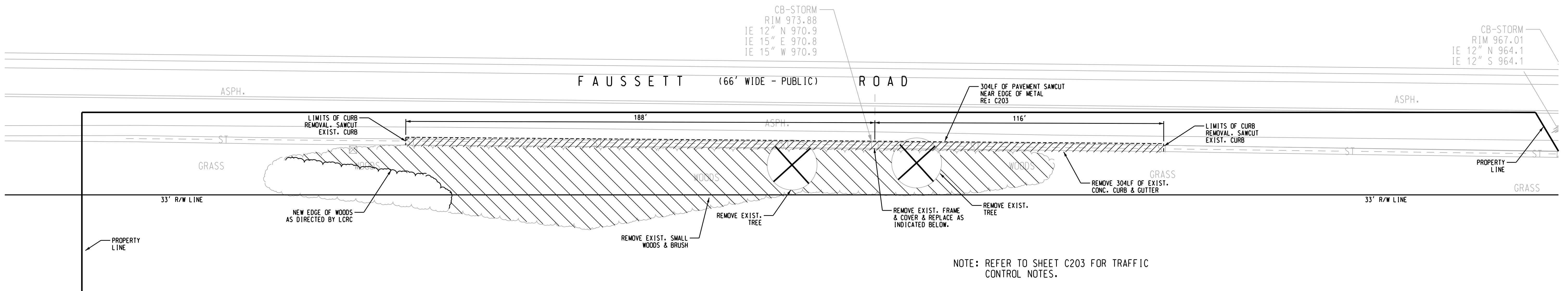
C201

DRAWN: BRZEZINSKI
 DESIGNED:
 CHECKED:
 FIELD CREW:

NO.	DATE	REVISION OR ISSUE
02-20-23	RE ISSUED TO TYRONE TWP.	SUBJECT
11-14-22	RE ISSUED TO TYRONE TWP.	SUBJECT

STATE OF MICHIGAN
 RUDY J. QUADERER
 ENGINEER
 REGISTERED PROFESSIONAL ENGINEER
 REG. NO. 1870

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 DATE: 2/20/2023
 TIME: 8:49:37 AM



SOIL EROSION CONTROL MEASURES:

2	SELECTIVE GRADING & SHADING	WATER CAN BE DIVERTED TO MINIMIZE EROSION FLATTER SLOPES EASE EROSION PROBLEMS
6	SEEDING WITH MULCH AND/OR MATTING	FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGEWAYS WITH LOW VELOCITY EASILY PLACED IN SMALL QUANTITIES BY INEXPERIENCED PERSONNEL SHOULD INCLUDE PREPARED TOPSOIL BED
13	RIP-RAP, RUBBLE, CAGIONS	USED WHERE VEGETATION IS NOT EASILY ESTABLISHED EFFECTIVE FOR HIGH VELOCITIES OR HIGH CONCENTRATIONS PERMITS RUNOFF TO INFILTRATE SOIL DISSIPATES ENERGY FLOW AT SYSTEM OUTLETS
36	CATCH BASIN, DRAIN INLET	COLLECTS HIGH VELOCITY CONCENTRATED RUNOFF USE FILTER SACK IN INLET
54	SILT FENCE	USES GEOTEXTILE FABRIC AND POSTS OR POLES EASY TO CONSTRUCT AND LOCATE AS NECESSARY

CURB & GRADING NOTATIONS:

A	STANDARD CURB AND GUTTER
B	STANDARD CURB AND GUTTER WITH REVERSE SLOPE
C	10 FOOT TRANSITION BETWEEN TYPE A AND TYPE B
D	5 FOOT CURB END TRANSITION.
E	MATCH EXISTING PAVEMENT OR CURB ELEVATION.

NOTE: REFER TO SHEET C203 FOR DETAILS AND CONSTRUCTION NOTES FOR DRIVE APPROACH.



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DESIGNED	
CHECKED	
FIELD CREW	

**US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS**

FAUSSETT RD @ OLD US-23
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

FAUSSETT ROAD DRIVE APPROACH PLAN

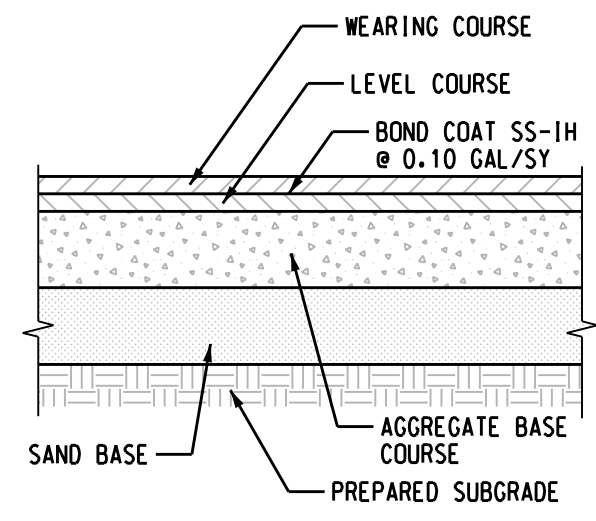
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SITE PLANNING

8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48499
WWW.GQINCORP.COM
PH: (810) 695-0154
FX: (810) 695-0158

PHASE: CONCP

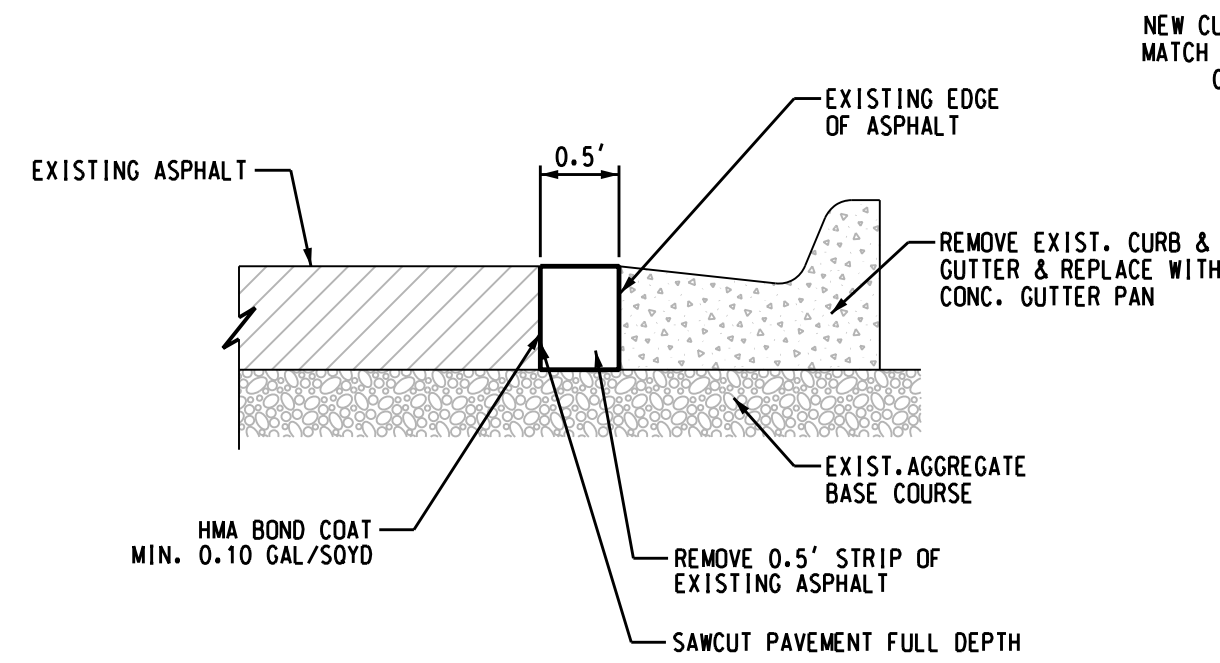
JOB NO.: 180301

C202

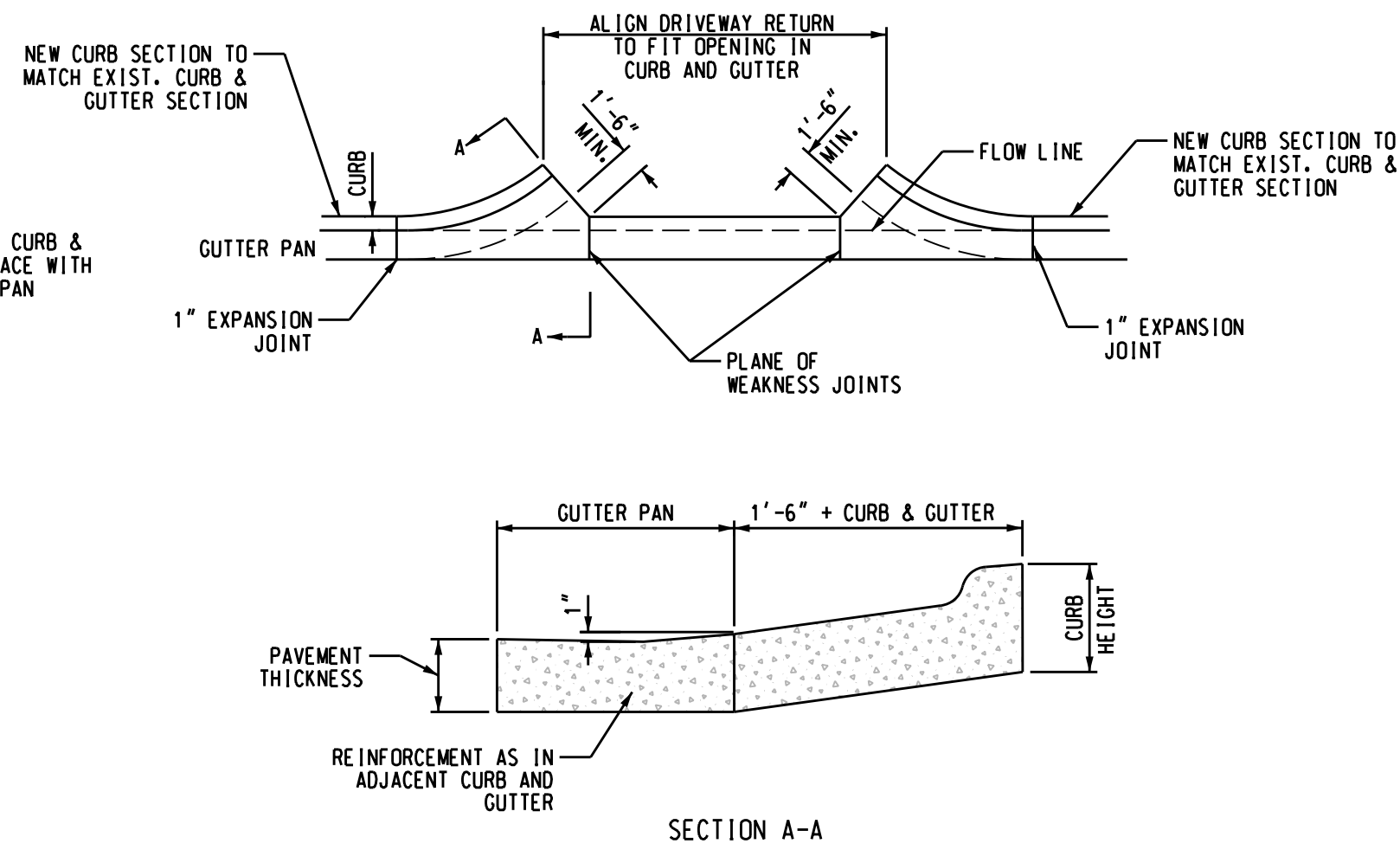


ROAD R/W PAVEMENT SECTION

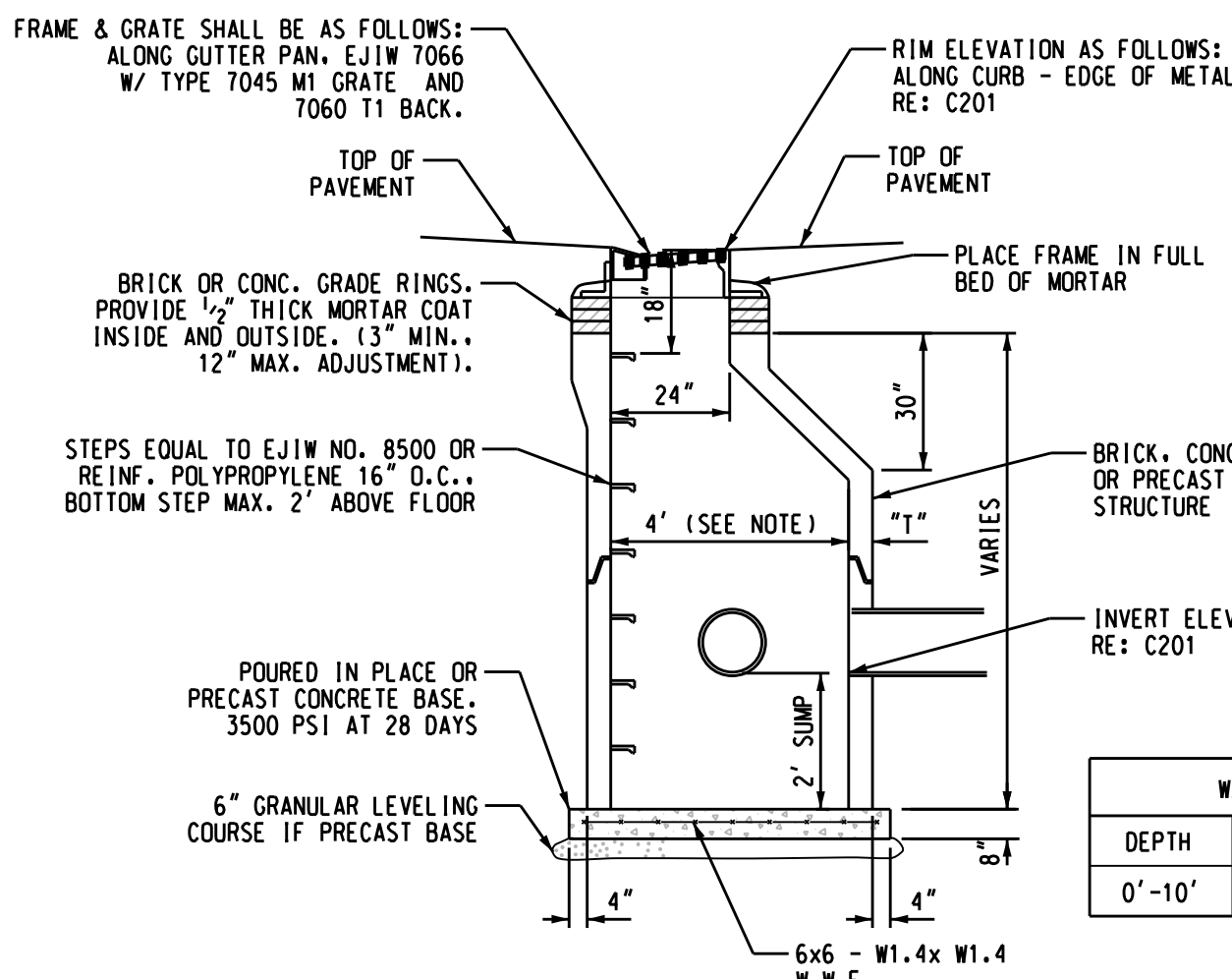
- WEARING COURSE - 2" MDT 13A
- LEVEL COURSE - 4" MDT 3C (2 LIFTS)
- AGGREGATE BASE - 7" MDT 21AA CRUSHED LIMESTONE
- SAND BASE - 6" MDT CLASS 11 SAND



PAVEMENT SAWCUT DETAIL
NO SCALE

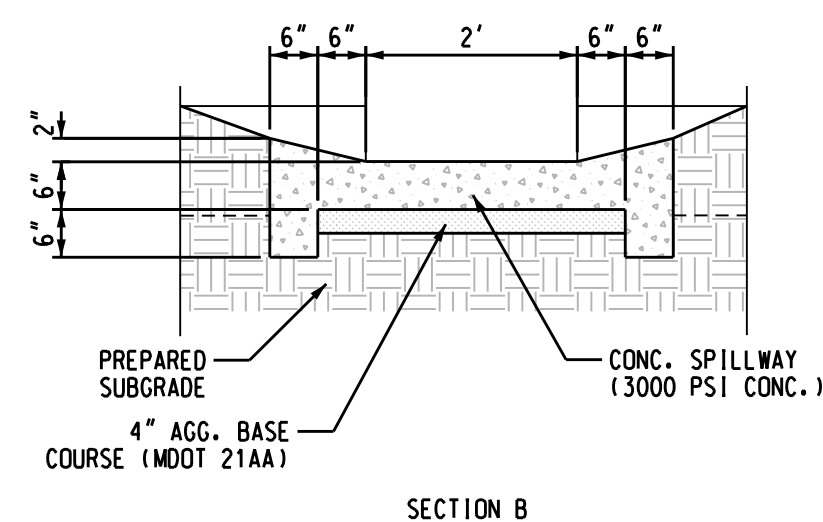
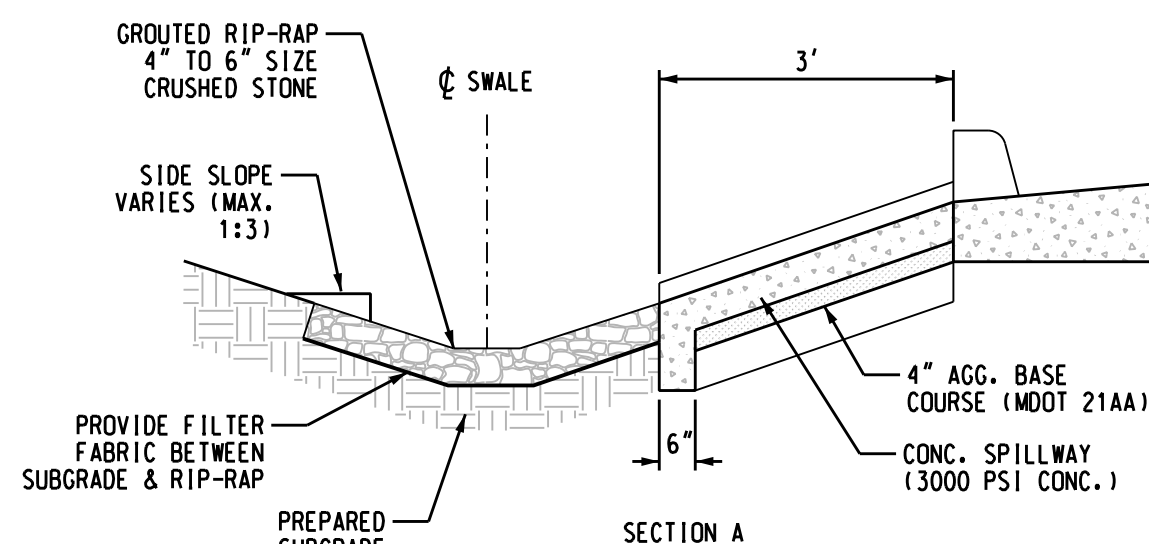
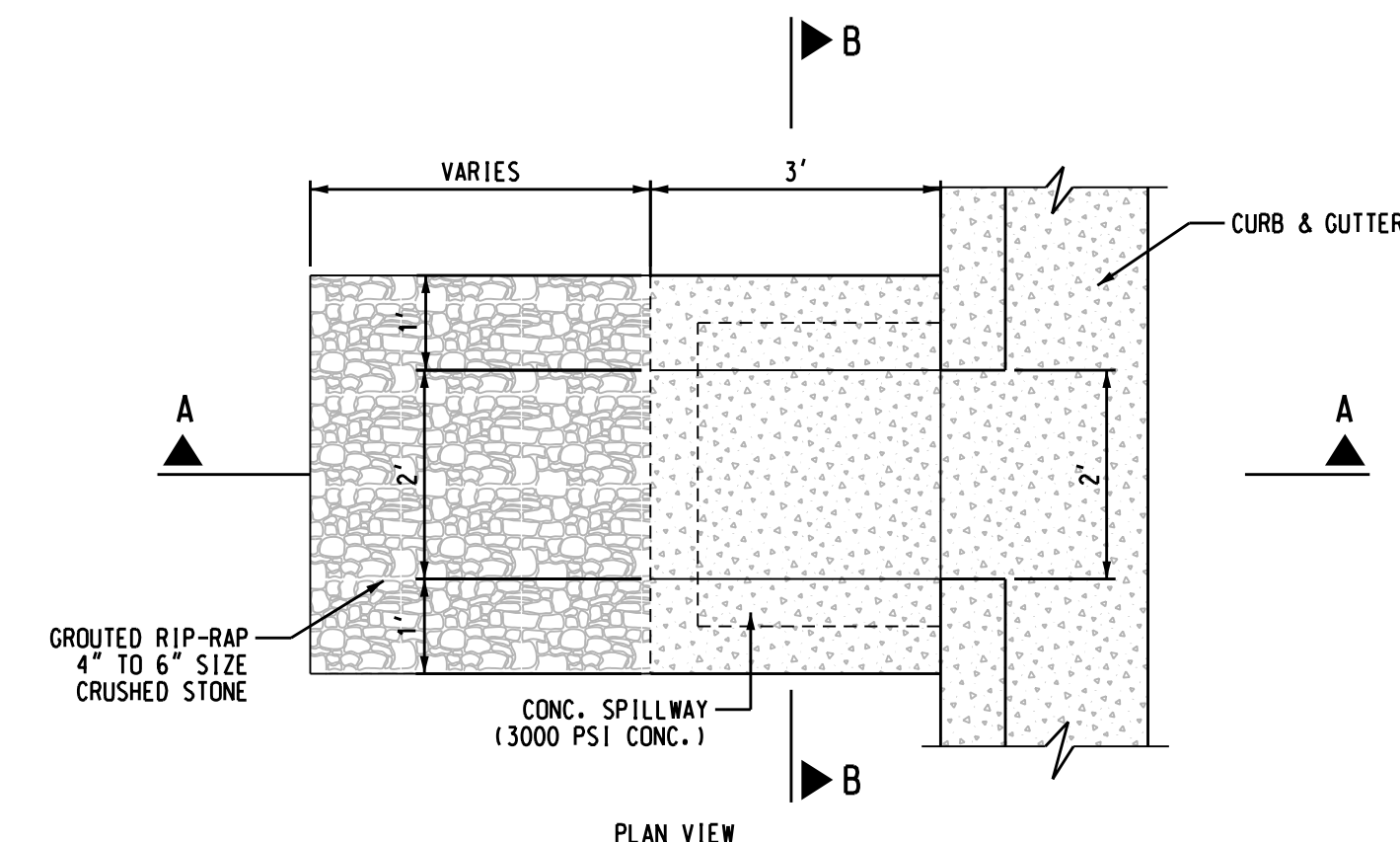


CONCRETE DRIVEWAY OPENING - DETAIL 'M'
NO SCALE MDT R-29-E



CATCH BASIN DETAIL
NO SCALE

WALL THICKNESS "1"		
DEPTH	BRICK	PRECAST/BLOCK
0'-10"	8"	5"



CURB CUT & SPILLWAY DETAIL
NO SCALE

DEMOLITION NOTES:

- PRIOR TO BEGINNING OF ANY DEMOLITION WORK THE CONTRACTOR SHALL NOTIFY THE LOCAL GOVERNING AGENCY TO OBTAIN PERMIT. ALL DEMOLITION WORK SHALL CONFORM TO THE REQUIREMENTS OF THE LOCAL GOVERNING AGENCY. ALL DEMOLITION OPERATIONS SHALL COMPLY WITH MICHIGAN REGULATIONS.
- THE EXISTING FEATURES SHOWN ON THIS PLAN ARE FROM AN ACTUAL TOPOGRAPHIC SURVEY PERFORMED BY GRIGGS QUADERER INC. IN APRIL OF 2018. THE UNDERGROUND UTILITIES SHOWN WERE EITHER VERIFIED BY THIS SURVEY OR WERE OBTAINED FROM THE BEST AVAILABLE DOCUMENT INFORMATION. NO GUARANTEES ARE GIVEN TO THE ACCURACY OF ALL UTILITIES SHOWN OR THAT ALL UTILITIES ARE INDICATED ON THIS DOCUMENT. IT IS THE RESPONSIBILITY OF THE CONTRACTOR TO FIELD VERIFY ALL EXISTING UTILITY LOCATIONS AND ELEVATIONS BEFORE COMMENCING WORK AND TO NOTIFY THE ENGINEER OF ANY DISCREPANCIES.
- THE CONTRACTOR MUST OBTAIN A SOIL EROSION CONTROL PERMIT AND INSTALL EROSION CONTROL MEASURES AS INDICATED ON THESE DOCUMENTS PRIOR TO BEGIN OF DEMOLITION WORK. THESE CONTROL MEASURES SHALL CONFORM IN ALL RESPECT WITH THE MDOE AND LOCAL GOVERNING AGENCY REQUIREMENTS.
- CONTACT "MISS DIG" AT (811) A MINIMUM OF 3 WORKING DAYS PRIOR TO BEGIN OF DEMOLITION WORK.
- CLEARING, GRUBBING, STUMP REMOVAL, TOPSOIL REMOVAL AND STOCKPILING SHALL BE IN ACCORDANCE WITH THESE DOCUMENTS AND/OR THE PROJECT SPECIFICATIONS.
- CONTRACTORS MANNER AND METHOD OF INGRESS AND EGRESS WITH RESPECT TO THE PROJECT AREA SHALL IN NO WAY PROHIBIT OR DISTURB NORMAL PEDESTRIAN OR VEHICULAR TRAFFIC IN THE VICINITY AND IS SUBJECT TO REGULATIONS AND WRITTEN APPROVAL OF APPROPRIATE GOVERNING AGENCIES.
- PROVIDE ADEQUATE BARRICADES AT DRIVES, ENTRANCES, AND OTHER OPENINGS TO KEEP OUT UNAUTHORIZED PERSONS, FOR PUBLIC SAFETY, AND TRAFFIC CONTROL. BARRICADES SHALL BE PROVIDED IN ACCORDANCE WITH APPROPRIATE GOVERNING AGENCIES.
- NO ATTEMPT IS MADE TO STIPULATE EVERY REQUIRED ITEM OF DEMOLITION EITHER ON THE DRAWINGS AND/OR IN SPECIFICATIONS. CONTRACTOR MUST VISIT AND STUDY PHYSICAL CONDITIONS OF SITE, REVIEW DRAWINGS AND REACH THEIR OWN CONCLUSIONS ON WORK NECESSARY TO ACCOMPLISH INTENDED RESULTS DESCRIBED BY DRAWINGS AND/OR SPECIFICATIONS.
- PROVIDE CONSTRUCTION FENCING AROUND DRIP LINE OF TREES TO REMAIN WITHIN CONSTRUCTION AREA.
- ALL DEMOLITION MATERIAL SHALL BE PROPERLY REMOVED FROM THE SITE AND DISPOSED OF IN A LEGALLY DESIGNATED DISPOSAL AREA. NO ON-SITE BURNING WILL BE ALLOWED PERMITS AND FEES FOR DISPOSAL OF DEMOLITION MATERIAL SHALL BE OBTAINED AND PAID FOR BY THE CONTRACTOR.
- BACK FILL EXCAVATED AREAS WITH CLEAN GRANULAR FILL COMPACTED TO 95% OF THE MATERIAL UNIT WEIGHT BY MODIFIED PROCTOR IN ACCORDANCE WITH THESE DOCUMENTS AND/OR PROJECT SPECIFICATIONS.
- COMPLETELY RESTORE ALL DISTURBED AREAS TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITION AND TO THE SATISFACTION OF THE LIVINGSTON COUNTY ROAD COMMISSION. ALL COSTS FOR CLEAN-UP, RESTORATION WORK AND OTHER IMMEDIATE OPERATIONS SUCH AS, BUT NOT LIMITED TO, CONSTRUCTION SIGNAGE, STREET SWEEPING, AND MAINTAINING EXISTING UTILITIES SHALL BE THE CONTRACTORS RESPONSIBILITY.
- AT THE CONCLUSION OF THE DEMOLITION OPERATIONS, THE ENTIRE WORK AREA SHALL BE LEFT IN A CLEAN CONDITION AND ALL PROTECTIVE DEVICES AND BARRIERS SHALL BE REMOVED OFF-SITE.

GENERAL NOTES:

- ALL MATERIALS AND CONSTRUCTION METHODS SHALL CONFORM WITH THE REQUIREMENTS OF THE LIVINGSTON COUNTY ROAD COMMISSION UNLESS OTHERWISE NOTED. CONSTRUCTION MATERIALS SHALL COMPLY WITH THE LATEST EDITION OF THE STATE OF MICHIGAN DEPARTMENT OF TRANSPORTATION STANDARD SPECIFICATIONS FOR CONSTRUCTION.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING TO ACCOMPLISH ALL WORK INDICATED ON PLANS AND TO PERFORM REQUIRED COMPACTION OPERATIONS. CONTRACTOR TO PROVIDE TESTING CONSULTANT TO VERIFY DENSITY REQUIREMENTS FOR SUBGRADE (IF REQUIRED).
- PROVIDE ADEQUATE BARRICADES AT DRIVES, ENTRANCES, EXCAVATIONS AND OTHER OPENINGS TO KEEP OUT UNAUTHORIZED PERSONS AND FOR PUBLIC SAFETY AND TRAFFIC CONTROL. SAFETY PROVISIONS OF APPLICABLE LAWS INCLUDING REQUIREMENTS SET FORTH BY OSHA SHALL BE OBSERVED AT ALL TIMES. BARRICADES LEFT IN PLACE AT NIGHT SHALL BE LIGHTED.
- NO EQUIPMENT OR MATERIAL STORAGE IS PERMITTED WITHIN THE ROAD RIGHT-OF-WAY.
- CONTRACTOR'S MANNER AND METHOD OF INGRESS AND EGRESS WITH RESPECT TO THE PROJECT AREA SHALL IN NO WAY PROHIBIT OR DISTURB NORMAL PEDESTRIAN OR VEHICULAR TRAFFIC IN THE VICINITY AND IS SUBJECT TO REGULATION AND WRITTEN APPROVAL OF APPROPRIATE GOVERNING AGENCIES.
- RESTORE ALL STREET SURFACES, ROADSIDE DRAINAGE DITCHES, AND OTHER PUBLIC OR PRIVATE STRUCTURES THAT ARE DISTURBED OR DAMAGED AS A RESULT OF CONSTRUCTION ACTIVITIES TO A CONDITION EQUAL TO OR BETTER THAN EXISTING CONDITIONS AND TO THE SATISFACTION OF THOSE HAVING JURISDICTION.
- CONTRACTOR SHALL PULL EROSION CONTROL PERMIT FROM GOVERNING AGENCY AND SET TEMPORARY EROSION CONTROL MEASURES AS INDICATED ON THESE DOCUMENTS PRIOR TO BEGIN OF ANY DEMOLITION OR EARTHWORK.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CONSTRUCTION LAYOUT AND GRADE ELEVATIONS FOR THEIR WORK IN ACCORDANCE WITH DATA SHOWN ON DOCUMENTS.
- VERIFY EXACT LOCATION OF UNDERGROUND UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.

GRADING NOTES:

- ALL PROPOSED SPOT ELEVATIONS IN PAVED AREAS ARE TO TOP OF PAVEMENT UNLESS NOTED OTHERWISE.
TC - TOP OF CURB
- CONTOURS SHOWN ARE FOR REFERENCE ONLY. BASE CONSTRUCTION EFFORTS ON PROPOSED SPOT ELEVATIONS ONLY.
- CONTRACTOR SHALL ADJUST ANY UTILITY ELEMENT/STRUCTURE MEANT TO BE FLUSH WITH GRADE (CLEAN OUT, VALVE BOXES, MANHOLES, CATCH BASINS, INLETS, ETC.) WHICH ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT. NO ADDITIONAL COSTS FOR THIS WORK WILL BE ACCEPTED. THE CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS FOR ADJUSTMENT AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR CUT AND FILL QUANTITIES. ADDITIONAL COMPENSATION WILL NOT BE ACCEPTED FOR HAULING OF EXCESS AND BORROW MATERIAL TO AND FROM SITE AS WELL AS LABOR COSTS FOR PLACEMENT AND/OR REMOVAL OF OFF-SITE BORROW MATERIAL MUST BE CLEAN COMPACTIBLE STRUCTURAL FILL MATERIAL (NO ORGANIC MATERIAL) WHICH WILL BE INSPECTED PRIOR TO USE FOR ON-SITE FILL MATERIAL.
- SITE CONTRACTOR IS RESPONSIBLE TO PROVIDE A STABLE SUBGRADE AT DESIGN ELEVATIONS. ALL PAVED AREAS SHALL BE PROOFROLLED & COMPACTED TO MEET 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D1557 OR AS REQUIRED PER LIVINGSTON COUNTY ROAD COMMISSION.
- CONTRACTOR SHALL STORE SUFFICIENT TOPSOIL MATERIAL ON-SITE FOR RE-USE IN ALL DISTURBED GREEN AREAS AND NEW LANDSCAPE AREAS.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES TO ENSURE NO STANDING WATER. MAINTAIN A MINIMUM SLOPE OF 1.00% IN ALL NEW BITUMINOUS AREAS.

SOIL EROSION CONTROL NOTES:

- THE DEVELOPER IS NOT REQUIRED TO OBTAIN A NPDES STORM WATER DISCHARGE PERMIT THROUGH THE LIVINGSTON COUNTY DRAIN COMMISSIONER PRIOR TO ANY CONSTRUCTION ACTIVITIES.

THE DEVELOPER SHALL SUBMIT A DETAILED EROSION CONTROL PLAN AND OBTAIN AND ACT 451 PERMIT INCLUDING PAYMENT OF FEES AND PROVIDING THE NECESSARY BONDS FROM THE LIVINGSTON COUNTY DRAIN COMMISSIONER PRIOR TO ANY EARTH CHANGES.

CONSTRUCTION OPERATIONS SHALL BE SCHEDULED AND PERFORMED SO THAT PREVENTATIVE EROSION CONTROL MEASURES ARE IN PLACE PRIOR TO EXCAVATION AND TEMPORARY STABILIZATION MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING AND/OR GRADING OPERATIONS.

THE CONTRACTOR SHALL USE SPECIAL PRECAUTIONS WHEN USING CONSTRUCTION EQUIPMENT TO PREVENT SITUATIONS THAT PROMOTE EROSION.

SITE CLEANUP WILL BE COMPLETED IN A MANNER TO INSURE THAT TEMPORARY EROSION CONTROL MEASURES ARE NOT DISTURBED.

THE PROJECT WILL CONTINUALLY BE INSPECTED FOR SOIL EROSION AND SEDIMENT CONTROL COMPLIANCE. DEFICIENCIES SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 24 HOURS OF NOTIFICATION.

CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE THROUGH SWALES OR OVERLAND SHEET FLOW AT THE ENTIRE SITE. SOIL SEDIMENT SHALL BE INTERCEPTED AND REMOVED PRIOR TO STORM WATER DISCHARGING FROM LIMITS OF CONSTRUCTION. NO STANDING WATER SHALL BE PERMITTED ON-SITE.

ALL GREEN AREAS DISTURBED SHALL BE PERMANENTLY STABILIZED (TOPSOIL, SEED & MULCH) IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION TO MINIMIZE SOIL EROSION AND THE POTENTIAL OF SEDIMENT LEAVING SITE.

SESC MAINTENANCE SCHEDULE NOTES:

- A CONTRACTOR/INSPECTOR SHALL INSPECT THE SOIL EROSION AND SEDIMENT CONTROL DEVICES ONCE A WEEK AND WITHIN TWENTY-FOUR (24) HOURS OF A PRECIPITATION EVENT WHICH RESULTS IN A STORM WATER DISCHARGE FROM THE SITE. A LOG OF INSPECTION REPORTS SHALL BE MAINTAINED AND ACCESSIBLE IN ACCORDANCE WITH NPDES REQUIREMENTS. IMPLEMENT THE FOLLOWING STEPS IF ANY DAMAGE HAS RESULTED FROM CONSTRUCTION OR PRECIPITATION.

CONSTRUCTION ACCESS ROADS (CLEAN STONE EXITS) MUST BE MAINTAINED AS NECESSARY. ADD ADDITIONAL STONE WHEN ACCESS ROAD BECOMES INEFFECTIVE DUE TO LOSS OF STONE OR WHEN COVERED WITH MUD.

SILTATION CONTROL FENCE SHOULD BE TRENCHED IN, BACKFILLED, STAPLED AND STAKED IN ACCORDANCE WITH DETAIL SHOWN ON DOCUMENT AND PER MANUFACTURER'S RECOMMENDATIONS. MAINTENANCE INCLUDES THE REMOVAL OF BUILT-UP SEDIMENT WHEN THE SEDIMENT ACCUMULATES TO 1/3 OF THE HEIGHT OF THE FENCE. CONTRACTOR MAY HAVE TO REMOVE, REPLACE, RETRENCH, OR RE-BACKFILL THE FENCE IF IT FAILS. THE SILT FENCE SHALL ALSO BE REPLACED WITH NEW IF ANY PORTION OF THE FENCING WAS DAMAGED BY CONSTRUCTION MACHINERY.

INSPECT INLET FILTERS FOR BUILD-UP OF SILT AND OTHER DEBRIS. EXCESSIVE BUILD-UP IS EVIDENT IF GEOTEXTILE/STONE FILTER SYSTEM IS CAUSING FLOODING. MAINTENANCE CONSISTS OF REMOVING ALL SEDIMENT WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR, IT MAY BE NECESSARY TO REPLACE BOTH THE STONE AND GEOTEXTILE FILTER FABRIC.

PREPARE EROSION CONTROL SEEDING ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR/INSPECTOR SHALL INSPECT THE AREA AFTER SEEDING IS COMPLETED. REPAIR AREAS THAT ARE BARE OR NOT MULCHED PROPERLY BY SPOT SEEDING AND/OR RE-MULCHING.

MAINTAIN DUST CONTROL AT ALL TIMES DURING CONSTRUCTION. SPRINKLING TANK TRUCKS SHALL BE AVAILABLE AT ALL TIMES AND USED ON HAUL ROADS, ON-SITE DISTURBED AREAS OR OTHER PLACES WHERE DUST BECOMES A PROBLEM AS A RESULT OF CONSTRUCTION ACTIVITIES.

CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT AND DEBRIS TRACKED ONTO EXISTING ROADS FROM TRUCK TRAFFIC LEAVING THIS SITE.

REMOVE SILT DEPOSITS FROM TEMPORARY SEDIMENT TRAPS WHEN TRAP IS HALF FULL. CHECKDAMS (IF APPLICABLE) SHALL BE INSPECTED AFTER EVERY PRECIPITATION EVENT AND CLEANED IF STANDING WATER BEHIND DAM IS EVIDENT.

TRAFFIC CONTROL NOTES:

- ALL MEASURES REQUIRED FOR TRAFFIC CONTROL DURING CONSTRUCTION SHALL CONFORM WITH THE 2011 EDITION OF THE MICHIGAN MANUAL OF UNIFORM TRAFFIC CONTROL DEVICES, AS AMENDED, AND THE 2012 MDT STANDARD SPECIFICATIONS (SECTION B12) UNLESS MODIFIED BY THIS PLAN OR DIRECTED OTHERWISE BY THE LIVINGSTON COUNTY ROAD COMMISSION.
- TOTAL CLOSURE OF FAUSSETT ROAD WILL NOT BE PERMITTED. AT LEAST ONE LANE OF TRAFFIC SHALL BE MAINTAINED AT ALL TIMES DURING THE ENTIRE CONSTRUCTION PERIOD IN ACCORDANCE WITH THE MUTCD 6H-11 APPLICATION FOR LANE CLOSURE ON TWO LANE ROAD.
- SIGNS SHALL BE TYPE B, TEMPORARY WITH A 7' BOTTOM HEIGHT UNLESS OTHERWISE DIRECTED BY THE INSPECTOR.
- ALL BARRICADES OR SIGNS USED FOR TRAFFIC CONTROL SHALL BE LIGHTED.
- ALL PLASTIC DRUMS AND BARRICADES SHALL BE PROPERLY WEIGHTED AND LIGHTS SHALL BE KEPT IN WORKING ORDER AT ALL TIMES. ANY PLASTIC DRUMS OR BARRICADES DAMAGED BY THE CONTRACTOR OR DUE TO IMPROPER USE SHALL BE REPLACED PROMPTLY AT THE CONTRACTORS EXPENSE.
- ALL NON-APPLICABLE WARNING SIGNS, REGULATORY SIGNS AND CONSTRUCTION SIGNS SHALL BE COVERED OR REMOVED AS DIRECTED BY THE INSPECTOR.
- TEMPORARY SIGN LOCATIONS SHALL BE STAKED BY THE CONTRACTOR.
- WHEN THE CONTRACTOR EXCAVATES NEXT TO EXISTING PAVEMENT, PLASTIC DRUMS SHALL BE PLACED ALONG THE PAVEMENT EDGE AT MAXIMUM 25 FT INTERVALS.
- TRAFFIC CONES SHALL BE USED AS CHANNELIZING DEVICES FOR DAY TIME OPERATIONS ONLY.
- CONES SHALL BE PLACED AT 25FT INTERVALS ON TAPERS AND 50FT INTERVALS ON STRAIGHT-A-WAYS.
- AFTER WORKING HOURS, THE CONTRACTOR SHALL REMOVE THE CONES AND OPEN UP A MINIMUM OF TWO (2) 10 FOOT LANES OF PAVEMENT TO TRAFFIC.
- DISTANCES BETWEEN SIGNS MAY NEED ADJUSTING AS DIRECTED BY THE INSPECTOR.
- FOR OVERNIGHT CLOSURES, CHANNELIZING DEVICES SHALL BE PLASTIC DRUMS.
- THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS SHALL BE POSITIONED ON THE SIDE OF THE SIGN NEAREST THE ROADWAY.
- THE TYPE A WARNING FLASHER SHOWN ON THE WARNING SIGNS IS NOT REQUIRED WHEN PRISMATIC RETROREFLECTIVE SHEETING IS USED.
- WHEN REDUCED SPEED LIMITS ARE UTILIZED IN THE WORK AREA, ADDITIONAL SPEED LIMIT SIGNS RETURNING TRAFFIC TO ITS NORMAL SPEED SHALL BE PLACED BEYOND THE LIMITS OF THE REDUCED SPEED INDICATED.
- FABRICATED SIGNS SHALL HAVE REFLECTORIZED ORANGE BACKGROUND WITH BLACK LETTERING AND BORDER PER REQUIREMENTS OF MUTCD.
- TRAFFIC CONTROL DURING DAYTIME WORK SHALL FOLLOW WITH MUTCD 6H-11 APPLICATION FOR LANE CLOSURE ON TWO-LANE ROAD WITH LOW TRAFFIC VOLUME. DURING NIGHT TIME, CONTRACTOR SHALL REMOVE ALL CHANNELIZING DEVICES FROM CENTER ROAD AND RE-INSTALL ALONG EDGE OF SHOULDER PER MUTCD 6H-6 APPLICATION.

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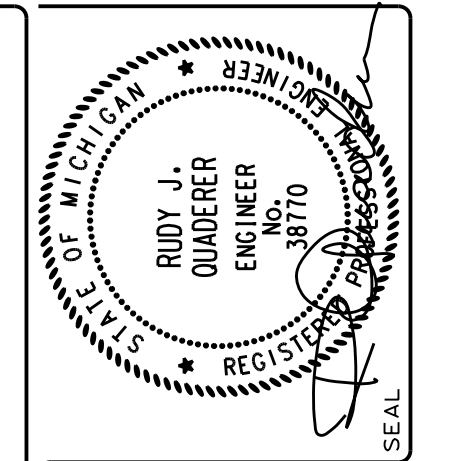
DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

**US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS**
FAUSSETT RD @ I-96
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

Griggs Quaderer, Inc.
8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48409
PH: (810) 695-0154
FX: (810) 695-0158

**CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING**

PHASE: CONCP
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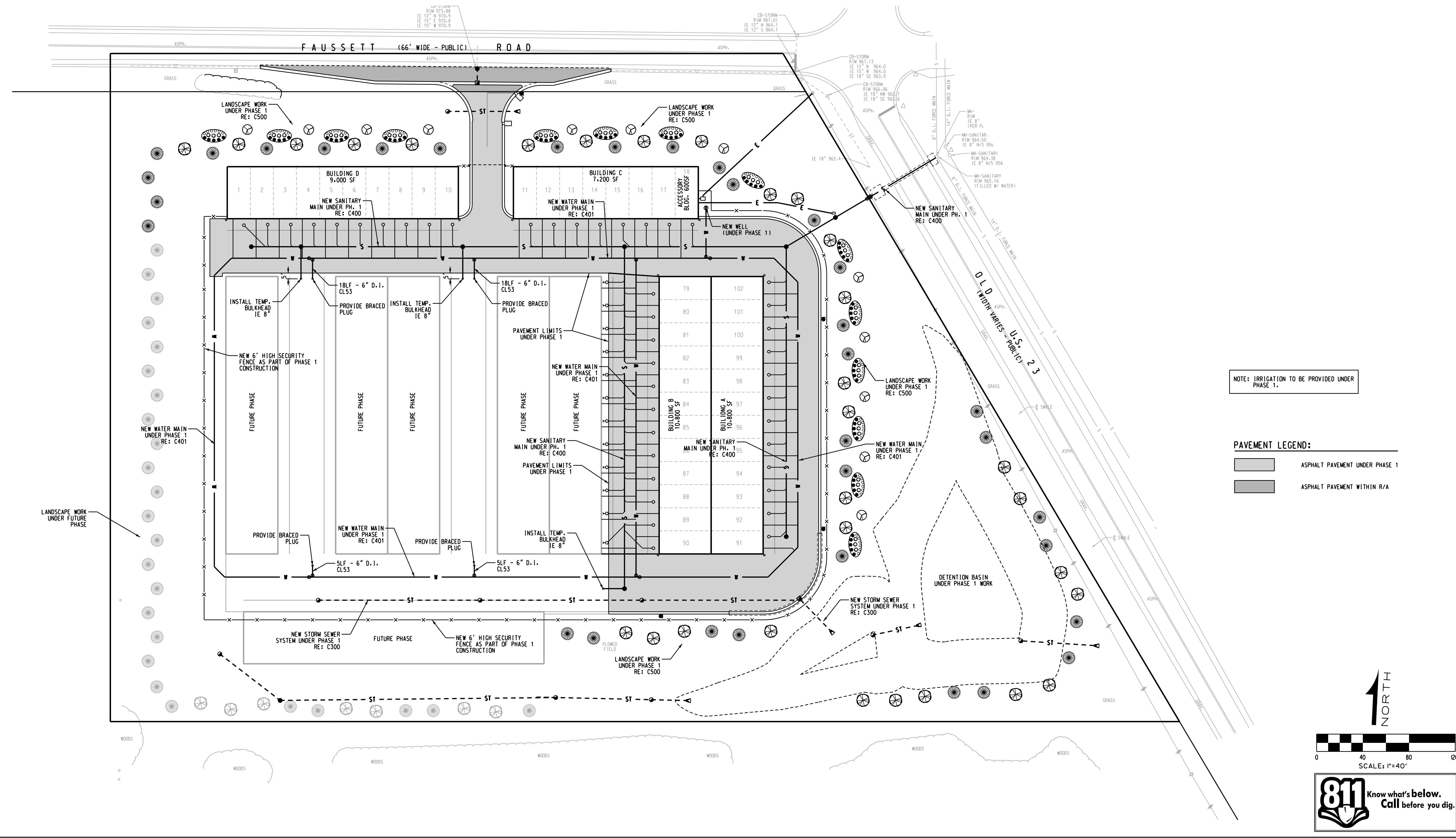
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**US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS**
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 FAUSSETT RD @ OLD U.S. 23
 PROPOSED WORK UNDER PHASE 1

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48439
 WWW.GQINCORP.COM
 PH: (810) 695-0154
 FX: (810) 695-0158
**CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING**

PHASE: CONCP
 JOB NO.: 180301
 C204

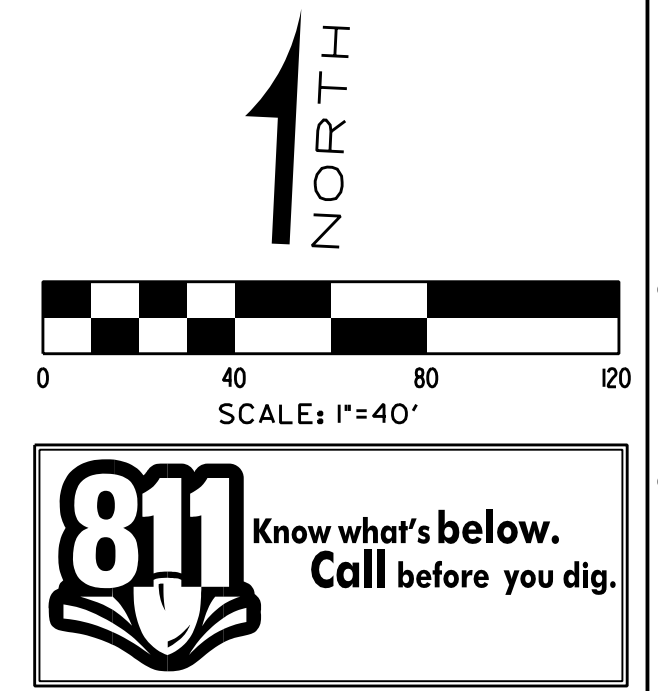
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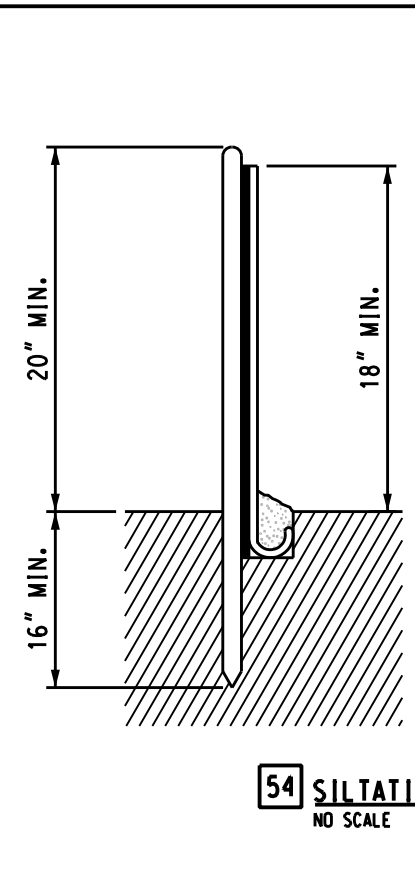


NOTE: IRRIGATION TO BE PROVIDED UNDER PHASE 1.

PAVEMENT LEGEND:

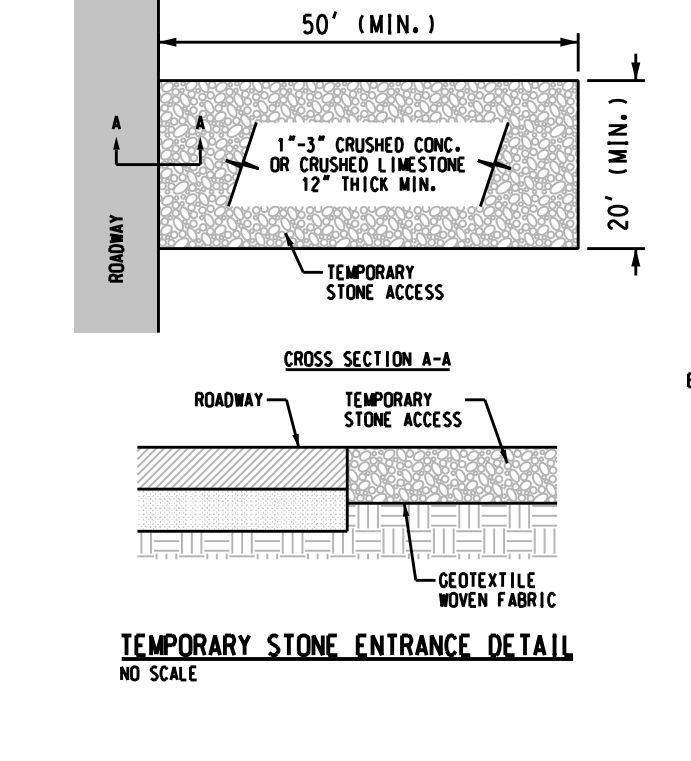
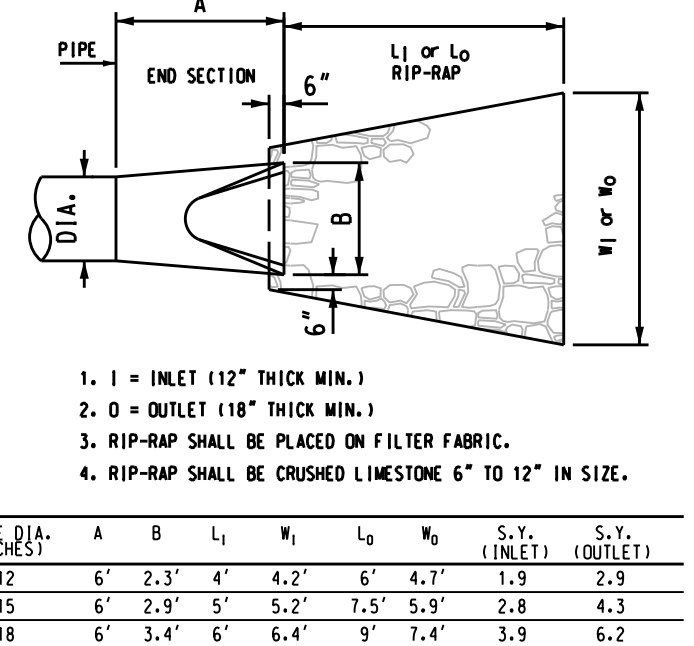
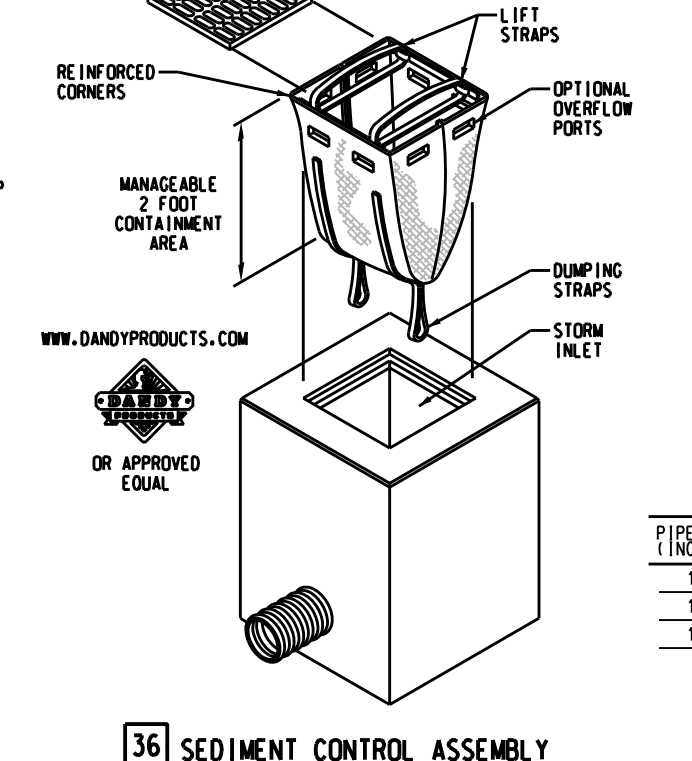
- ASPHALT PAVEMENT UNDER PHASE 1
- ASPHALT PAVEMENT WITHIN R/A





INSTALLATION:
 DIG MINIMUM 6x6 INCH TRENCH WHERE FENCE IS TO BE INSTALLED.
 DRIVE POST INTO UNDISTURBED SOIL UNTIL SUPPORT SETTING IS IN THE TRENCH.
 PLACE FILL MATERIAL IN TRENCH ON FABRIC FLAP AND TAMP BY FOOT.
 PERFORM MAINTENANCE AS NEEDED. REMOVE ACCUMULATED MATERIAL WHEN RIDGES DEVELOP IN THE SILT FENCE.

LOCATION:
 LOCATE SILTATION CONTROL FENCE TO INTERCEPT ALL SILT/WATER RUN-OFF FROM THE SITE.
 SUFFICIENT EXTENSION OF EACH FENCE SECTION SHOULD BE INSTALLED (PREFERABLY 4' MIN.) TO ENSURE RUN-OFF WILL NOT GO AROUND THE ENDS.
 A SERIES OF SILT FENCES MAY BE REQUIRED IF THERE IS A POSSIBILITY THAT THE VOLUME OF RUNOFF COULD FILL THE RESTRICTION AREA AND FLOW OVER THE FENCE.
 CONSTRUCT A STONE FILTER BERM AT LOW POINTS OR OTHER LOCATIONS WHERE WATER WILL LEAVE THE SITE.



PIPE DIA. (INCHES)	A	B	L1	L2	L3	L4	S.V. (INLET)	S.V. (OUTLET)
12	6"	2.3'	4"	4.2'	6"	4.7'	1.9	2.9
15	6"	2.9'	5"	5.2'	7.5'	5.9'	2.8	4.3
18	6"	3.4'	6"	6.4'	9"	7.4'	3.9	6.2

SOIL EROSION CONTROL MEASURES:

- 2 SELECTIVE GRADING & SHAPING
WATER CAN BE DIVERTED TO MINIMIZE EROSION FLATTER SLOPES EASE EROSION PROBLEMS
- 6 GRADING WITH MULCH OR/OR MATTING
FACILITATES ESTABLISHMENT OF VEGETATIVE COVER EFFECTIVE FOR DRAINAGES WITH LOW VELOCITY EASILY PLACED IN SMALL QUANTITIES BY INEXPERIENCED PERSONNEL SHOULD INCLUDE PREPARED TOPSOIL BED
- 13 RIP-RAP/ROCKLE PAVEMENTS
USE WHERE VEGETATION IS NOT EASILY ESTABLISHED EFFECTIVE FOR HIGH VELOCITIES OR HIGH CONCENTRATIONS PERMITS RUNOFF TO INFILTRATE SOIL DISSIPATES ENERGY FLOW AT SYSTEM OUTLETS
- 36 CATCH BASIN, DRAIN INLET
COLLECTS HIGH VELOCITY CONCENTRATED RUNOFF USE FILTER SACK IN INLET
- 49 CHECK DAMS
REDUCES FLOW VELOCITY CATCHES SEDIMENT CAN BE CONSTRUCTED OF LOGS, STRAW, HAY, ROCK, LUMBER, MASONRY, OR SAND BAGS
- 54 SILT FENCE
USES GEOTEXTILE FABRIC AND POSTS OR POLES EASY TO CONSTRUCT AND LOCATE AS NECESSARY

GRADING NOTES:

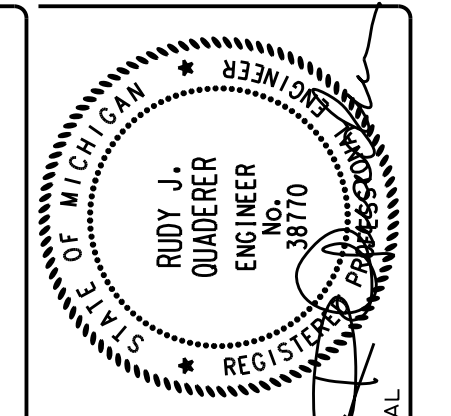
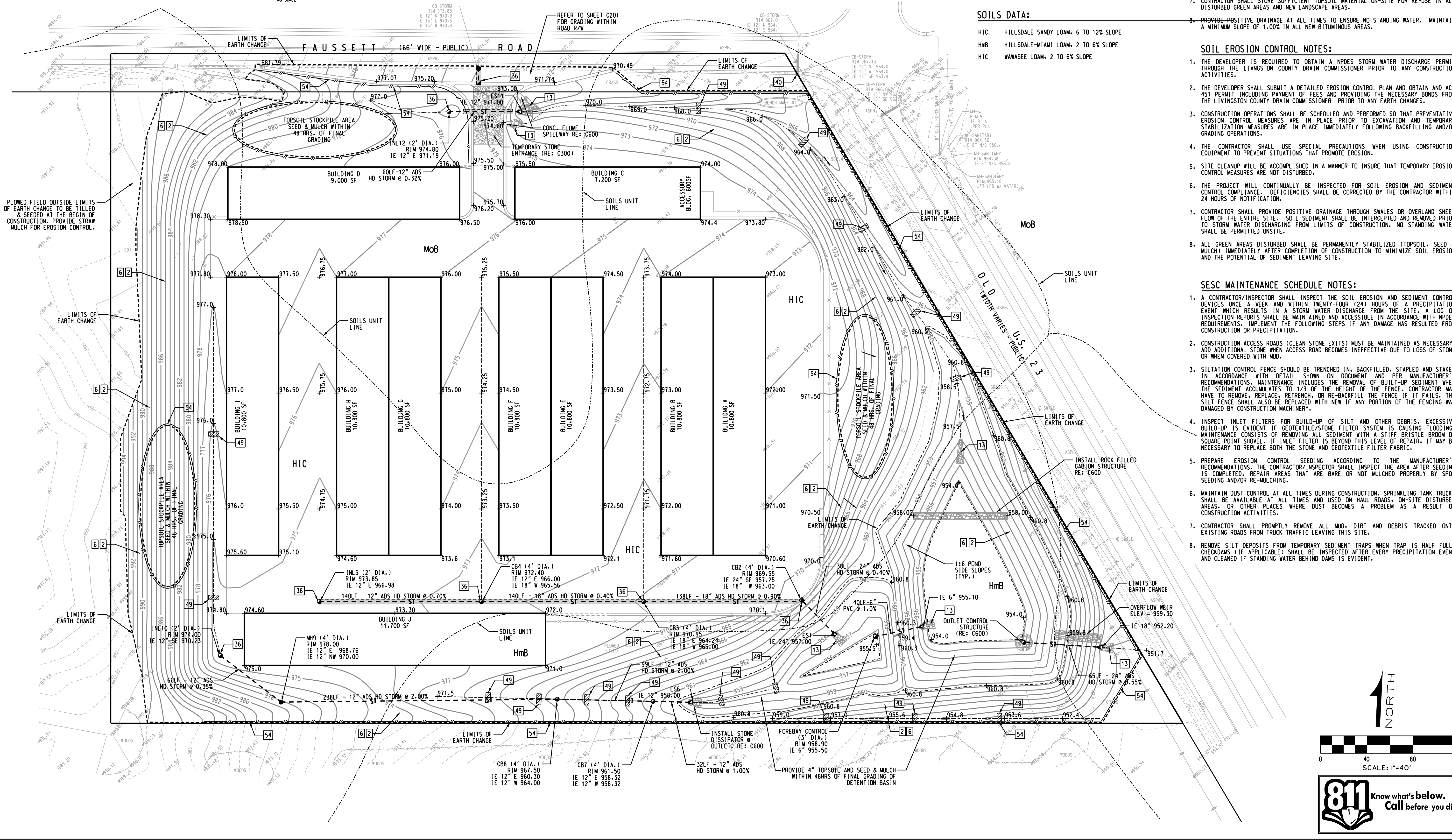
- ALL PROPOSED SPOT ELEVATIONS IN PAVED AREAS ARE TO TOP OF PAVEMENT UNLESS NOTED OTHERWISE.
- CONTOURS SHOWN ARE FOR REFERENCE ONLY. BASE CONSTRUCTION EFFORTS ON PROPOSED SPOT ELEVATIONS ONLY.
- "BARRIER FREE" PARKING AND SIDEWALK RAMP SHALL CONFORM IN ALL RESPECTS TO THE MICHIGAN ADA (AMERICANS WITH DISABILITIES ACT) REQUIREMENTS.
- CONTRACTOR SHALL ADJUST ANY UTILITY ELEMENT/STRUCTURE MEANT TO BE FLUSH WITH GRADE (CLEAN OUT, VALVE BODIES, MANHOLES, CATCH BASINS, INLETS, ETC.) WHICH ARE AFFECTED BY SITE WORK OR GRADE CHANGES. WHETHER SPECIFICALLY NOTED ON PLANS OR NOT, NO ADDITIONAL COSTS FOR THIS WORK WILL BE ACCEPTED. THE CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS FOR ADJUSTMENT AT THE CONTRACTOR'S EXPENSE.
- CONTRACTOR IS RESPONSIBLE FOR CUT AND FILL QUANTITIES. ADDITIONAL COMPENSATION WILL NOT BE ACCEPTED FOR HAULING OF EXCESS AND BORROW MATERIAL TO AND FROM SITE AS WELL AS LABOR COSTS FOR INTERCEPT AND/OR REMOVAL, OFF-SITE BORROW MATERIAL MUST BE CLEAN COMPACTIBLE STRUCTURAL FILL MATERIAL (NO ORGANIC MATERIAL) WHICH WILL BE INSPECTED PRIOR TO USE FOR ON-SITE FILL MATERIAL.
- SITE CONTRACTOR IS RESPONSIBLE TO PROVIDE A STABLE SUBGRADE AT DESIGN ELEVATIONS IN PAVED AREAS INCLUDING DRIVEWAY PAD SHALL BE PRODFLOORED & COMPACTED TO MEET 95% OF MAXIMUM DENSITY IN ACCORDANCE WITH ANS/ASTM D1557.
- CONTRACTOR SHALL STORE SUFFICIENT TOPSOIL MATERIAL ON-SITE FOR RE-USE IN ALL DISTURBED GREEN AREAS AND NEW LANDSCAPE AREAS.
- PROVIDE POSITIVE DRAINAGE AT ALL TIMES TO ENSURE NO STANDING WATER. MAINTAIN A MINIMUM SLOPE OF 1.00% IN ALL NEW BITUMINOUS AREAS.

SOIL EROSION CONTROL NOTES:

- THE DEVELOPER IS REQUIRED TO OBTAIN A NPDES STORM WATER DISCHARGE PERMIT THROUGH THE LIVINGSTON COUNTY DRAIN COMMISSIONER PRIOR TO ANY CONSTRUCTION ACTIVITIES.
- THE DEVELOPER SHALL SUBMIT A DETAILED EROSION CONTROL PLAN AND OBTAIN AND ACT 451 PERMIT INCLUDING PAYMENT OF FEE AND PROVIDING THE NECESSARY BONDS FROM THE LIVINGSTON COUNTY DRAIN COMMISSIONER PRIOR TO ANY EARTH CHANGES.
- CONSTRUCTION OPERATIONS SHALL BE SCHEDULED AND PERFORMED SO THAT PREVENTATIVE MEASURES ARE IN PLACE IMMEDIATELY FOLLOWING BACKFILLING AND/OR GRADING OPERATIONS.
- THE CONTRACTOR SHALL USE SPECIAL PRECAUTIONS WHEN USING CONSTRUCTION EQUIPMENT TO PREVENT SITUATIONS THAT PROMOTE EROSION.
- SITE CLEANUP WILL BE ACCOMPLISHED IN A MANNER TO INSURE THAT TEMPORARY EROSION CONTROL MEASURES ARE NOT DISTURBED.
- THE PROJECT WILL CONTINUALLY BE INSPECTED FOR SOIL EROSION AND SEDIMENT CONTROL COMPLIANCE. DEFICIENCIES SHALL BE CORRECTED BY THE CONTRACTOR WITHIN 24 HOURS OF NOTIFICATION.
- CONTRACTOR SHALL PROVIDE POSITIVE DRAINAGE THROUGH SWALES OR OVERLAND SHEET FLOW OF THE ENTIRE SITE. SOIL SEDIMENT SHALL BE INTERCEPTED AND REMOVED PRIOR TO STORM WATER DISCHARGING FROM LIMITS OF CONSTRUCTION. NO STANDING WATER SHALL BE PERMITTED ON-SITE.
- ALL GREEN AREAS DISTURBED SHALL BE PERMANENTLY STABILIZED (TOPSOIL, SEED & MULCH) IMMEDIATELY AFTER COMPLETION OF CONSTRUCTION TO MINIMIZE SOIL EROSION AND THE POTENTIAL OF SEDIMENT LEAVING SITE.

SESC MAINTENANCE SCHEDULE NOTES:

- A CONTRACTOR/INSPECTOR SHALL INSPECT THE SOIL EROSION AND SEDIMENT CONTROL DEVICES ONCE A WEEK AND WITHIN TWENTY-FOUR (24) HOURS OF A PRECIPITATION EVENT WHICH RESULTS IN A STORM WATER DISCHARGE FROM THE SITE. A LOG OF INSPECTION REPORTS SHALL BE MAINTAINED AND ACCESSIBLE IN ACCORDANCE WITH NPDES REQUIREMENTS. THE FOLLOWING STEPS IF ANY DAMAGE HAS RESULTED FROM CONSTRUCTION OR PRECIPITATION.
- CONSTRUCTION ACCESS ROADS (CLEAN STONE EXITS) MUST BE MAINTAINED AS NECESSARY. ADD ADDITIONAL STONE WHEN ACCESS ROAD BECOMES INEFFECTIVE DUE TO LOSS OF STONE OR WHEN COVERED WITH MUD.
- SILTATION CONTROL FENCE SHOULD BE TRENCHED IN, BACKFILLED, STAPLED AND STAKED IN ACCORDANCE WITH DETAIL SHOWN ON DOCUMENT AND PER MANUFACTURER'S RECOMMENDATIONS. MAINTENANCE INCLUDES THE REMOVAL OF BUILT-UP SEDIMENT WHEN THE SEDIMENT ACCUMULATES TO THE HEIGHT OF THE FENCE. CONTRACTOR MAY HAVE TO REMOVE, REPLACE, RETRENCH, OR RE-BACKFILL THE FENCE IF IT FAILS. THE SILT FENCE SHALL ALSO BE REPLACED WITH NEW IF ANY PORTION OF THE FENCING WAS DAMAGED BY CONSTRUCTION MACHINERY.
- INSPECT INLET FILTERS FOR BUILD-UP OF SILT AND OTHER DEBRIS. EXCESSIVE BUILD-UP IS EVIDENT IF GEOTEXTILE/STONE FILTER SYSTEM IS CAUSING FLOODING. MAINTENANCE CONSISTS OF REMOVING ALL SEDIMENT WITH A STIFF BRISTLE BROOM OR SQUARE POINT SHOVEL. IF INLET FILTER IS BEYOND THIS LEVEL OF REPAIR, IT MAY BE NECESSARY TO REPLACE BOTH THE STONE AND GEOTEXTILE FILTER FABRIC.
- PREPARE EROSION CONTROL SEEDING ACCORDING TO THE MANUFACTURER'S RECOMMENDATIONS. THE CONTRACTOR/INSPECTOR SHALL INSPECT THE AREA AFTER SEEDING IS COMPLETED. REPAIR AREAS THAT ARE BARE OR NOT MULCHED PROPERLY BY SPOT SEEDING AND/OR RE-MULCHING.
- MAINTAIN DUST CONTROL AT ALL TIMES DURING CONSTRUCTION. SPRINKLING TANK TRUCKS SHALL BE AVAILABLE AT ALL TIMES AND USED ON HAUL ROADS, ON-SITE DISTURBED AREAS, OR OTHER PLACES WHERE DUST BECOMES A PROBLEM AS A RESULT OF CONSTRUCTION ACTIVITIES.
- CONTRACTOR SHALL PROMPTLY REMOVE ALL MUD, DIRT AND DEBRIS TRACKED ONTO EXISTING ROADS FROM TRUCK TRAFFIC LEAVING THIS SITE.
- REMOVE SILT DEPOSITS FROM TEMPORARY SEDIMENT TRAPS WHEN TRAP IS HALF FULL. CHECKDAMS (IF APPLICABLE) SHALL BE INSPECTED AFTER EVERY PRECIPITATION EVENT AND CLEANED IF STANDING WATER BEHIND DAMS IS EVIDENT.



NO.	DATE	SUBJECT
02-20-23	RE ISSUED TO TYRONE TWP.	
11-14-22	RE ISSUED TO TYRONE TWP.	

DRAWN	DESIGNED	CHECKED	FIELD CREW
BRZEZINSKI			

**US23 STORAGE DEVELOPMENT
 NEW SELF STORAGE CONDOMINIUMS**
 TRORNE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 FAUSSETT RD @ OLD U.S. 23

SITE GRADING & SOIL EROSION CONTROL PLAN

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48499
 PH: (810) 695-0154
 FX: (810) 695-0158

**CIVIL ENGINEERING - LAND SURVEYING
 SITE PLANNING**

Griggs Quaderer, Inc.
 Established 2004

PHASE: CONCP
 JOB NO.: 180301
 C300

FILE LOCAL: C:\Users\quaderer\OneDrive\Documents\Griggs Quaderer\Projects\US23 Storage Development\US23 Storage Development\US23 Storage Development.dwg DATE: 2/20/2023 TIME: 8:48:40 AM

Sediment Basin and Detention Basin tables with columns for Elevation, Incremental Volume, Cumulative Volume, and Initial Volume.

Runoff Coefficient Calculations table with columns for Drainage Area, Pervious, ImperVIOUS, Roof Top, and Runoff.

Storm Design table with columns for Runoff Entering, Inflow, Peak, and various storm parameters.

Runoff Summary table with columns for Pre-Development Flow Rate, Post-Development Flow Rate, and Volume.

First Flush Storage section defining first flush volume and providing formulas for Vff.

Bank Full Storage section defining bank full volume and providing formula for Vbf.

Pre-Development Detention Volume table with columns for Storm Duration, Storm Intensity, Design Constant, Inflow Volume, Outflow Volume, Storage Rate, and Peak Storage.

Required Pond Capacity table with columns for Storm Duration, Storm Intensity, Design Constant, Inflow Volume, Outflow Volume, Storage Rate, and Peak Storage.

Post-Development Detention Volume table with columns for Storm Duration, Storm Intensity, Design Constant, Inflow Volume, Outflow Volume, Storage Rate, and Peak Storage.

Required Pond Capacity table with columns for Storm Duration, Storm Intensity, Design Constant, Inflow Volume, Outflow Volume, Storage Rate, and Peak Storage.

Outlet Control Bank Full table with columns for Definitions, Maximum head condition, Solve for Area, and Use the following.

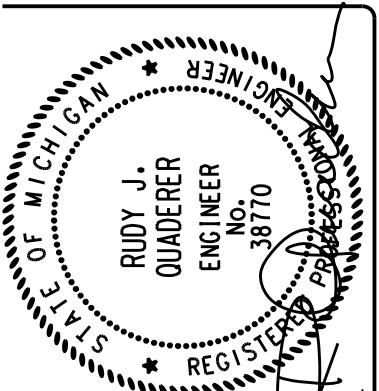
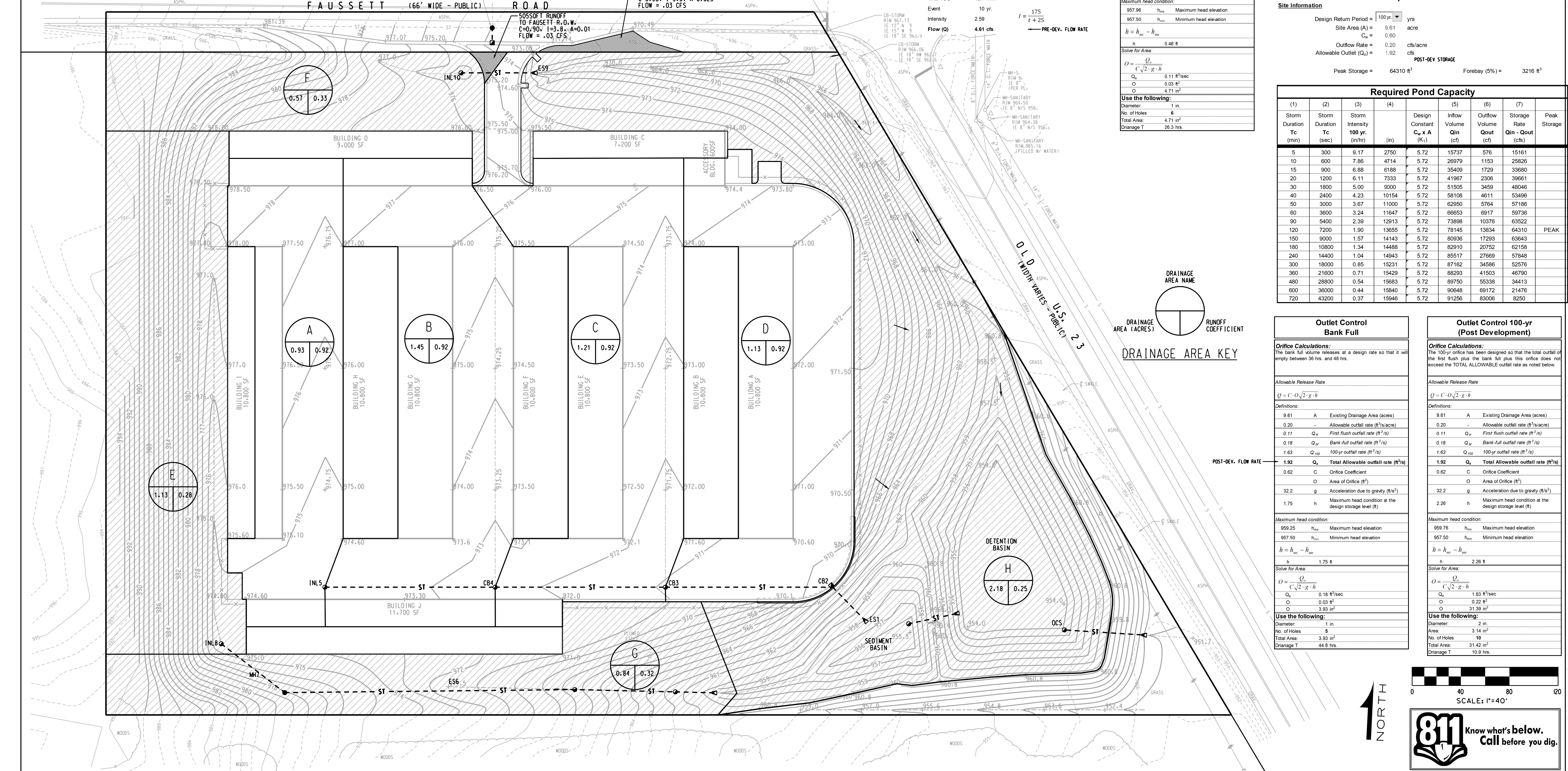
Outlet Control 100-yr (Post Development) table with columns for Definitions, Maximum head condition, Solve for Area, and Use the following.

Pre-Development Flow Rate section with existing drainage area hydrology and intensity calculation.

Outlet Control First Flush section with orifice calculations and definitions.

Flow Calculation section with initial TOC, total TOC, event, intensity, and flow rate.

Maximum head condition, solve for area, and use the following for outlet control.

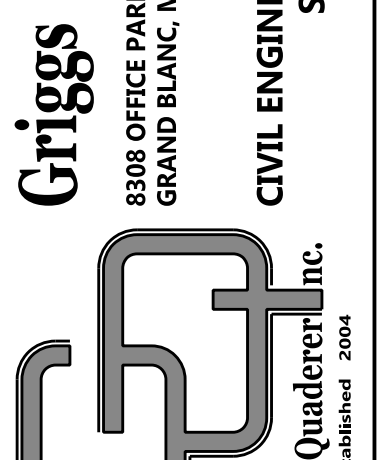


Site information and revision log for the project.

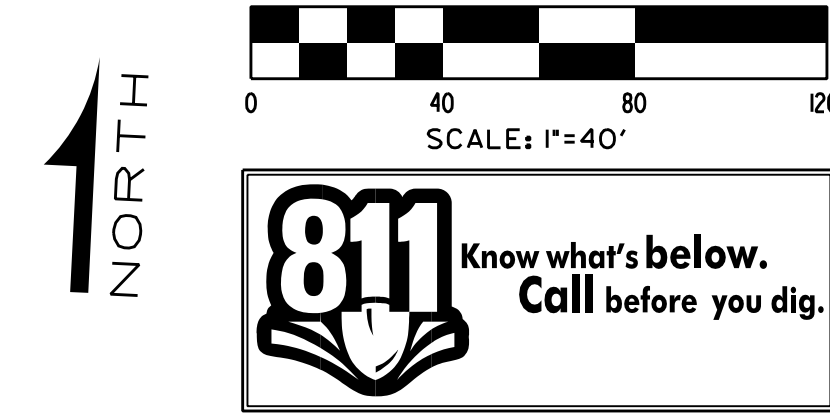
Drawn, Designed, Checked, and Field Crew information.

Project title: US23 Storage Development New Self Storage Condominiums.

Griggs Quaderer, Inc. contact information including address and phone numbers.



Job number: 180301, CONCP, and drawing number: C301.



UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
1	978.30	26	974.0	30
2	978.10	20	974.0	28
3	977.90	20	974.0	8
4	977.70	20	974.0	128
5	977.50	20	973.5	108
6	977.30	20	973.5	88
7	977.10	20	973.5	68
8	976.90	20	973.0	48
9	976.70	20	973.0	28
10	976.50	20	973.0	8
11	975.80	20	972.0	81
12	975.60	20	972.0	61
13	975.40	20	971.5	41
14	975.20	20	971.5	21
15	975.00	22	971.0	136
16	974.80	20	971.0	121
17	974.60	20	971.0	101
18	974.40	20	970.5	81
19	975.10	21	970.0	241
20	975.35	15	971.0	231

UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
21	975.55	15	971.0	211
22	975.75	15	971.5	191
23	975.95	15	971.5	171
24	976.15	15	972.0	151
25	976.35	15	972.0	131
26	976.55	15	972.5	111
27	976.75	15	972.5	91
28	976.95	15	972.5	71
29	977.15	15	973.0	51
30	977.35	15	973.0	31
31	976.75	25	972.5	40
32	976.55	25	972.5	60
33	976.35	25	972.0	80
34	976.15	25	972.0	100
35	975.95	25	971.5	120
36	975.75	25	971.5	140
37	975.55	25	971.5	160
38	975.35	25	971.0	180
39	975.15	25	971.0	200
40	974.95	25	971.0	220

UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
41	974.75	25	971.5	67
42	974.55	30	971.0	8
43	973.65	17	969.5	83
44	973.85	15	969.5	158
45	974.05	15	970.0	233
46	974.25	15	970.0	37
47	974.45	15	970.5	112
48	974.65	15	970.5	155
49	974.85	15	970.5	345
50	975.05	15	971.0	302
51	975.25	15	971.0	227
52	975.45	15	971.0	152
53	975.65	15	971.5	77
54	975.85	15	971.5	7
55	975.25	25	971.0	136
56	975.05	25	971.0	217
57	974.85	25	970.5	297
58	974.65	25	970.5	340
59	974.45	25	970.5	423
60	974.25	25	970.0	373

UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
61	974.05	25	970.0	67
62	973.85	25	969.5	8
63	973.65	25	969.5	83
64	973.45	25	969.5	158
65	973.25	25	969.5	233
66	973.05	30	969.5	37
67	972.10	21	968.0	112
68	972.35	15	968.0	155
69	972.55	15	968.5	345
70	972.75	15	968.5	302
71	972.95	15	969.0	227
72	973.15	15	969.0	152
73	973.35	15	969.0	77
74	973.55	15	969.5	7
75	973.75	15	969.5	136
76	973.95	15	970.0	217
77	974.15	15	970.0	297
78	974.35	15	970.0	340
79	974.55	25	969.5	423
80	973.55	25	969.5	373

UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
81	873.35	25	969.5	67
82	973.15	25	969.0	8
83	972.95	25	969.0	83
84	972.75	25	968.5	158
85	972.55	25	968.5	233
86	972.35	25	968.5	37
87	972.15	25	968.0	112
88	971.95	25	968.0	155
89	971.75	25	967.5	345
90	971.55	30	967.5	302
91	970.65	17	966.5	227
92	970.85	15	966.5	152
93	971.05	15	967.0	77
94	971.25	15	967.0	7
95	971.45	15	967.5	136
96	971.65	15	967.5	217
97	971.85	15	968.0	297
98	972.05	15	968.0	340
99	972.25	15	968.0	423
100	972.45	15	968.5	373

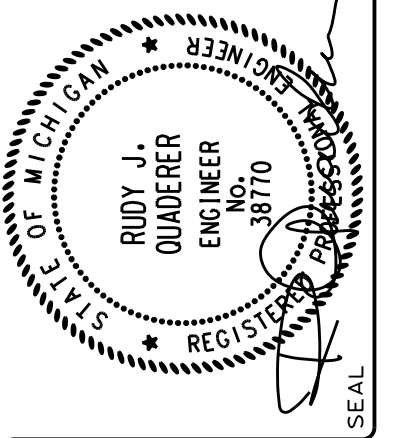
UNIT LEAD SCHEDULE				
UNIT	C.O. RIM	LF - 6" (TOTAL)	INVERT AT END	DISTANCE UPGRADE
101	972.65	15	968.5	67
102	972.85	15	968.5	8
103	973.05	18	970.5	83
104	974.20	15	970.0	158
105	974.00	15	970.3	233
106	973.80	15	970.0	37
107	973.60	15	970.0	112
108	973.40	15	969.5	155
109	973.20	15	969.5	345
110	973.00	15	969.0	302
111	972.80	15	969.0	227
112	972.60	15	968.8	152
113	972.40	15	968.5	77
114	972.20	15	968.2	7
115	972.00	15	968.2	136

GENERAL UTILITY NOTES:

1. ALL WORKMANSHIP AND MATERIALS FOR WATER MAIN, SANITARY, AND STORM SEWER SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF ALL LOCAL GOVERNING AGENCIES HAVING JURISDICTION. IN CASE OF DISCREPANCIES, THE CONTRACTOR SHALL COORDINATE WITH THE AGENCIES TO RESOLVE THESE ISSUES.
2. CONTRACTOR SHALL CONTACT "MISS DIG" (811) FOR LOCATION OF EXISTING UTILITIES WITHIN THE WORK AREA THREE (3) WORKING DAYS PRIOR TO START OF UTILITIES.
3. CONTRACTOR SHALL BE RESPONSIBLE FOR Dewatering and Stabilizing (IF REQUIRED) ALL TRENCH EXCAVATIONS TO ACCOMPLISH WORK INDICATED ON PLANS AND TO ACHIEVE REQUIRED COMPACTION OPERATIONS AS INDICATED IN THE PROJECT SPECIFICATIONS OR IN THESE DOCUMENTS. Dewatering, IF DETERMINED NECESSARY BY THE CONTRACTOR, WILL BE CONSIDERED INCIDENTAL TO THE INSTALLATION COST OF UTILITIES OR STRUCTURES.
4. UTILITY SERVICE LEADS SHALL END 5 FEET FROM THE BUILDING UNLESS NOTED OTHERWISE. COORDINATE WITH BUILDING CONTRACTOR (IF NECESSARY).
5. PROTECT AND MAINTAIN 18 INCH CLEARANCE AT ALL UTILITY CROSSINGS.
6. REFER TO TRENCH DETAILS(S) SHOWN ON THESE DOCUMENTS FOR BEDDING AND BACKFILL MATERIAL REQUIREMENTS.
7. TRENCH EXCAVATIONS SHALL BE COMPACTED IN CONTINUOUS LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D 1557 MODIFIED PROCTOR.
8. ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
9. CONTRACTOR SHALL COORDINATE INSTALLATION OF GAS, ELECTRIC, AND TELEPHONE WITH THE APPROPRIATE UTILITY COMPANIES.
10. TESTING PROCEDURES FOR SANITARY AND WATER MAIN SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ALL GOVERNING AGENCIES AND HAVE INSPECTORS PRESENT DURING THE TESTING PROCEDURES. ALL TESTING MUST BE APPROVED BY ALL GOVERNING AGENCIES PRIOR TO CONNECTION INTO EXISTING UTILITIES.
11. CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.
12. CONTRACTOR SHALL ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH NEW GRADE (CLEAN OUT, VALVE BOXES, MANHOLES, CATCH BASINS, INLETS, ETC.) THAT ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT. THE CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS FOR ADJUSTMENT AT THE CONTRACTOR'S EXPENSE (IF APPLICABLE).
13. THE CONTRACTOR SHALL PAY FOR AND OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, LOCAL, OR PRIVATE AGENCIES AND PAY ALL CHARGES FOR INSPECTION AND TESTING.
14. THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CONSTRUCTION LAYOUT AND GRADE ELEVATIONS FOR THEIR WORK IN ACCORDANCE WITH DATA SHOWN ON THESE DOCUMENTS.
15. THE CONTRACTOR SHALL CONTROL NOISE AND LIMIT WORKING HOURS TO TIMES AS ESTABLISHED BY THE LOCAL MUNICIPALITY.
16. THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF WORK AREA AT COMPLETION OF THE PROJECT AND LEAVE THE SITE IN AN ACCEPTABLE CONDITION AS DETERMINED BY THE ENGINEER/INSPECTOR AND/OR OWNER.
17. SAND BACKFILL (MOOT CL-11) COMPACTED TO 95% DENSITY

BENCHMARKS (NAVD88):

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF C FAUSSETT ROAD, 47' WEST OF C OLD US-23 ROAD AND 13' NORTHWEST OF A BEEHIVE CATCH BASIN. ELEVATION = 967.54



NO.	DATE	REVISION OR ISSUE
02-20-23	RE ISSUED TO TYRONE TWP.	
11-14-22	RE ISSUED TO TYRONE TWP.	

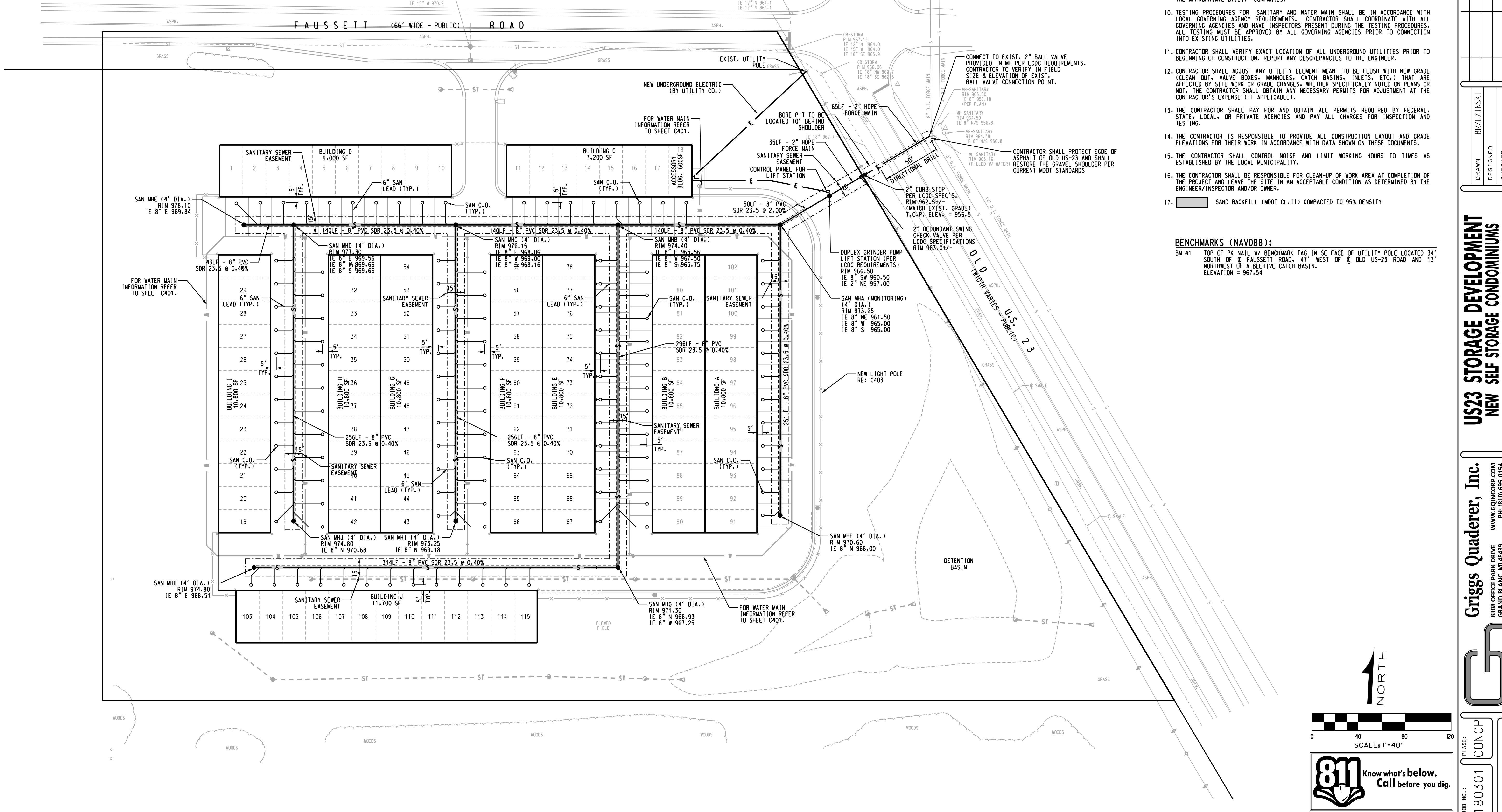
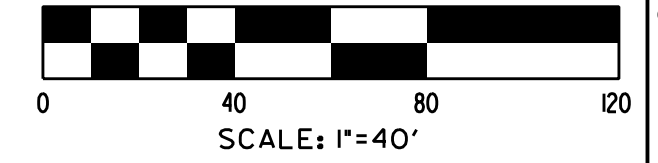
DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
 TRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 SITE UTILITY PLAN (SANITARY SEWER)

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48439
 PH: (810) 695-0154
 FX: (810) 695-0158
 CIVIL ENGINEERING · LAND SURVEYING
 SITE PLANNING



PHASE: CONCP
 JOB NO.: 180301
 C400



UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
1	34	4+09	973.0
2	34	3+89	972.8
3	34	3+69	972.6
4	34	3+49	972.4
5	34	3+29	972.2
6	34	3+09	972.0
7	34	2+89	971.8
8	34	2+69	971.6
9	34	2+49	971.4
10	34	2+29	971.2
11	34	1+62	970.5
12	34	1+42	970.3
13	34	1+22	970.1
14	34	1+02	969.9
15	34	0+82	969.7
16	34	0+62	969.5
17	34	0+42	969.3
18	34	0+22	969.1
19	10	6+68	970.0
20	10	6+48	970.2

UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
21	10	6+28	970.4
22	10	6+08	970.6
23	10	5+88	970.8
24	10	5+68	971.0
25	10	5+48	971.2
26	10	5+28	971.4
27	10	5+08	971.6
28	10	4+88	971.8
29	10	4+68	972.0
30	10	4+48	972.2
31	20	40+21	971.5
32	20	40+41	971.3
33	20	40+61	971.1
34	20	40+81	970.9
35	20	41+01	970.7
36	20	41+21	970.5
37	20	41+41	970.3
38	20	41+61	970.1
39	20	41+81	969.9
40	20	42+01	969.7


UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
41	20	42+21	969.5
42	20	42+41	969.3
43	30	32+51	968.0
44	30	32+26	968.2
45	30	32+06	968.4
46	30	31+86	968.6
47	30	31+66	968.8
48	30	31+46	969.0
49	30	31+26	969.2
50	30	31+06	969.4
51	30	30+86	969.6
52	30	30+66	969.8
53	30	30+46	970.0
54	30	30+26	970.2
55	20	30+21	970.0
56	20	30+41	969.8
57	20	30+61	969.6
58	20	30+81	969.4
59	20	31+01	969.2
60	20	31+21	969.0

UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
61	20	31+41	968.8
62	20	31+61	968.6
63	20	31+81	968.4
64	20	32+01	968.2
65	20	32+21	968.0
66	20	32+41	967.8
67	30	22+51	966.5
68	30	22+26	966.7
69	30	22+06	966.9
70	30	21+86	967.1
71	30	21+66	967.3
72	30	21+46	967.5
73	30	21+26	967.7
74	30	21+06	967.9
75	30	20+86	968.1
76	30	20+66	968.3
77	30	20+46	968.5
78	30	20+26	968.7
79	20	20+21	968.5
80	20	20+41	968.3

UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
81	20	20+61	968.1
82	20	20+81	967.9
83	20	21+01	967.7
84	20	21+21	967.5
85	20	21+41	967.3
86	20	21+61	967.1
87	20	21+81	966.9
88	20	22+01	966.7
89	20	22+21	966.5
90	20	22+41	966.3
91	28	11+99	965.0
92	30	12+22	965.2
93	30	12+42	965.4
94	30	12+62	965.6
95	30	12+82	965.8
96	30	13+02	966.0
97	30	13+22	966.2
98	30	13+42	966.4
99	30	13+62	966.6
100	30	13+82	966.8

UNIT	LF - 1" OPEN CUT	STATION	TOP PIPE AT END
101	30	14+02	967.0
102	30	14+22	967.2
103	30	7+16	969.0
104	30	7+36	968.8
105	30	7+56	968.6
106	30	7+76	968.4
107	30	7+96	968.2
108	30	8+16	968.0
109	30	8+36	967.8
110	30	8+56	967.6
111	30	8+76	967.4
112	30	8+96	967.2
113	30	9+21	967.0
114	30	9+36	966.8
115	30	9+56	966.6

GENERAL UTILITY NOTES:

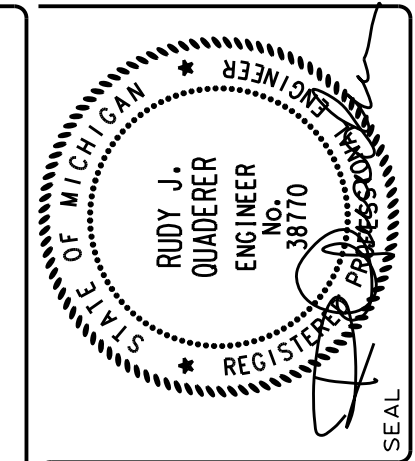
- ALL WORKMANSHIP AND MATERIALS FOR WATER MAIN, SANITARY, AND STORM SEWER SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF ALL LOCAL GOVERNING AGENCIES HAVING JURISDICTION. IN CASE OF DISCREPANCIES, THE CONTRACTOR SHALL COORDINATE WITH THE AGENCIES TO RESOLVE THESE ISSUES.
- CONTRACTOR SHALL CONTACT "MISS DIG" (811) FOR LOCATION OF EXISTING UTILITIES WITHIN THE WORK AREA THREE (3) WORKING DAYS PRIOR TO START OF CONSTRUCTION.
- CONTRACTOR SHALL BE RESPONSIBLE FOR DEWATERING AND STABILIZING (IF REQUIRED) ALL TRENCH EXCAVATIONS TO ACCOMPLISH WORK INDICATED ON PLANS AND TO ACHIEVE REQUIRED COMPACTION OPERATIONS AS INDICATED IN THE PROJECT SPECIFICATIONS OR ON THESE DOCUMENTS. DEWATERING, IF DETERMINED NECESSARY BY THE CONTRACTOR, WILL BE CONSIDERED INCIDENTAL TO THE INSTALLATION COST OF UTILITIES OR STRUCTURES.
- UTILITY SERVICE LEADS SHALL END 5 FEET FROM THE BUILDING UNLESS NOTED OTHERWISE. COORDINATE WITH BUILDING CONTRACTOR (IF NECESSARY).
- PROTECT AND MAINTAIN 18 INCH CLEARANCE AT ALL UTILITY CROSSINGS.
- REFER TO TRENCH DETAIL(S) SHOWN ON THESE DOCUMENTS FOR BEDDING AND BACKFILL MATERIAL REQUIREMENTS.
- TRENCH EXCAVATIONS SHALL BE COMPACTED IN CONTINUOUS LAYERS NOT EXCEEDING 8 INCH LOOSE LIFTS, COMPACTED TO 95 PERCENT OF MAXIMUM DENSITY IN ACCORDANCE WITH ANSI/ASTM D 1557 MODIFIED PROCTOR.
- ROOF DRAINS, FOUNDATION DRAINS, AND OTHER CLEAN WATER CONNECTIONS TO THE SANITARY SEWER ARE PROHIBITED.
- CONTRACTOR SHALL COORDINATE INSTALLATION OF GAS, ELECTRIC, AND TELEPHONE WITH THE APPROPRIATE UTILITY COMPANIES.
- TESTING PROCEDURES FOR SANITARY AND WATER MAIN SHALL BE IN ACCORDANCE WITH LOCAL GOVERNING AGENCY REQUIREMENTS. CONTRACTOR SHALL COORDINATE WITH ALL GOVERNING AGENCIES AND HAVE INSPECTORS PRESENT DURING THE TESTING PROCEDURES. ALL TESTING MUST BE APPROVED BY ALL GOVERNING AGENCIES PRIOR TO CONNECTION INTO EXISTING UTILITIES.
- CONTRACTOR SHALL VERIFY EXACT LOCATION OF ALL UNDERGROUND UTILITIES PRIOR TO BEGINNING OF CONSTRUCTION. REPORT ANY DISCREPANCIES TO THE ENGINEER.
- CONTRACTOR SHALL ADJUST ANY UTILITY ELEMENT MEANT TO BE FLUSH WITH NEW GRADE (CLEAN OUT, VALVE BOXES, MANHOLES, CATCH BASINS, INLETS, ETC.) THAT ARE AFFECTED BY SITE WORK OR GRADE CHANGES, WHETHER SPECIFICALLY NOTED ON PLANS OR NOT. THE CONTRACTOR SHALL OBTAIN ANY NECESSARY PERMITS FOR ADJUSTMENT AT THE CONTRACTOR'S EXPENSE (IF APPLICABLE).
- THE CONTRACTOR SHALL PAY FOR AND OBTAIN ALL PERMITS REQUIRED BY FEDERAL, STATE, LOCAL, OR PRIVATE AGENCIES AND PAY ALL CHARGES FOR INSPECTION AND TESTING.
- THE CONTRACTOR IS RESPONSIBLE TO PROVIDE ALL CONSTRUCTION LAYOUT AND GRADE ELEVATIONS FOR THEIR WORK IN ACCORDANCE WITH DATA SHOWN ON THESE DOCUMENTS.
- THE CONTRACTOR SHALL CONTROL NOISE AND LIMIT WORKING HOURS TO TIMES AS ESTABLISHED BY THE LOCAL MUNICIPALITY.
- THE CONTRACTOR SHALL BE RESPONSIBLE FOR CLEAN-UP OF WORK AREA AT COMPLETION OF THE PROJECT AND LEAVE THE SITE IN AN ACCEPTABLE CONDITION AS DETERMINED BY THE ENGINEER/INSPECTOR AND/OR OWNER.
-  SAND BACKFILL (MOOT CL.11) COMPACTED TO 95% DENSITY

BENCHMARKS (NAVD88):

BM #1 TOP OF PK NAIL W/ BENCHMARK TAG IN SE FACE OF UTILITY POLE LOCATED 34' SOUTH OF C FAUSSETT ROAD, 47' WEST OF C OLD US-23 ROAD AND 13' NORTHWEST OF A BEECH CATCH BASIN. ELEVATION = 967.54

WATER MAIN NOTES:

- INSTALL WATER LEAD WITH A MINIMUM OF 5.5' OF COVER.
- WATER SERVICE LEAD SHALL CONFORM TO THE LATEST STANDARDS AND SPECIFICATIONS OF ALL LOCAL GOVERNING AGENCIES HAVING JURISDICTION. NO SECOND HAND OR SALVAGED MATERIALS SHALL BE PERMITTED.
- THE WATER MAIN SHALL BE TESTED IN ACCORDANCE WITH LOCAL AND/OR COUNTY REQUIREMENTS. THE INSPECTOR OF THE MUNICIPALITY SHALL BE PRESENT DURING THE TESTING PROCEDURE. CONTRACTOR SHALL COORDINATE INSPECTIONS WITH AGENCIES.
- THE CONSTRUCTION AND MATERIAL OF THE WATER WELL SHALL IN ALL RESPECT FOLLOW THE GUIDELINES AND/OR SPECIFICATIONS OF THE LIVINGSTON COUNTY HEALTH DEPARTMENT.

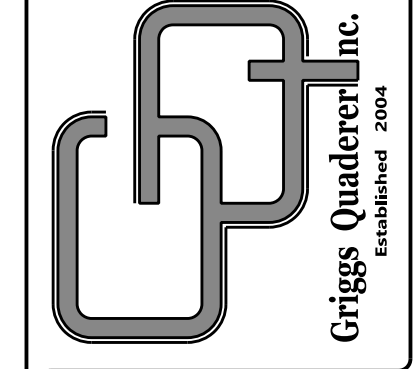


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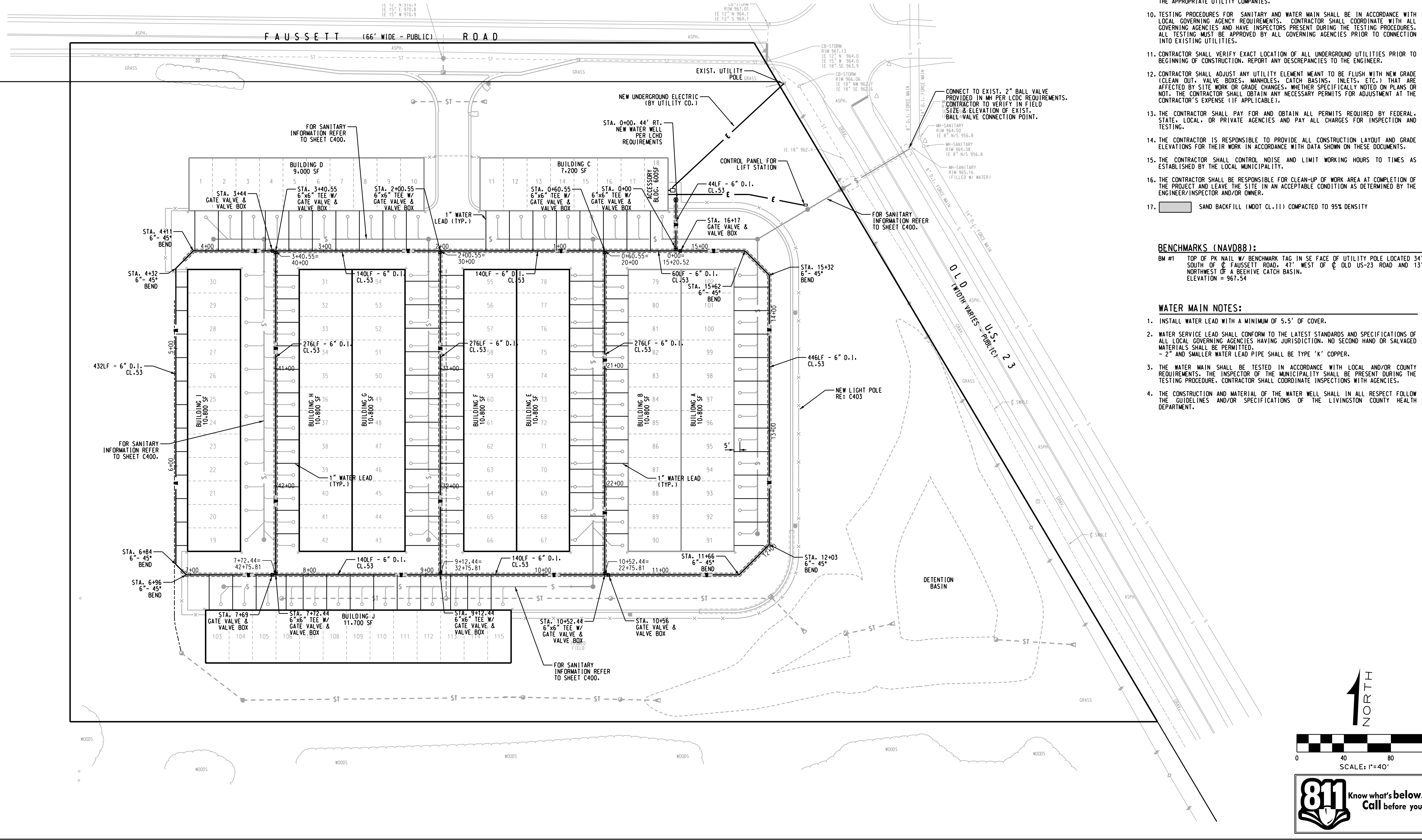
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BRZEZINSKI		

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NEW SELF STORAGE CONDOMINIUMS**
 TRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 FAUSSETT RD @ OLD US-23
 F.A. QUADERER & ASSOCIATES, INC.
 CIVIL ENGINEERING - LAND SURVEYING
 SITE PLANNING

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 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48439
 WWW.GQINCORP.COM
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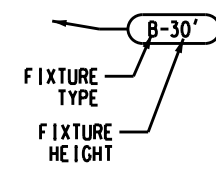
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 DATE: 2/20/2023 TIME: 10:03:03 AM

LUMINAIRE SCHEDULE							
QTY	LABEL	ARRANGEMENT	MANUFACTURER	CATALOG NO.	DESCRIPTION	LAMP	WATTAGE
25	A	SINGLE	LITHONIA	DSXW1 LED 10C 530 40K T3M MVOLT	D-SERIES WALL SIZE 1, WALL MOUNTED, SINGLE (ONE)	LED	19.1
1	B	SINGLE	LITHONIA	DSXW1 LED 10C 350 40K T2M MVOLT	D-SERIES WALL SIZE 1, WALL MOUNTED, SINGLE (ONE)	LED	13.3

STATISTICAL AREA SUMMARY			
AVG	MAX	MIN	AVG/MIN
0.3	1.3	0.1	3.0 / 1



D-Series Size 1 LED Wall Luminaire

d-series

Luminaire

Width: 13-3/4" (34.9 cm)
 Depth: 10" (25.4 cm)
 Height: 6-3/8" (16.2 cm)

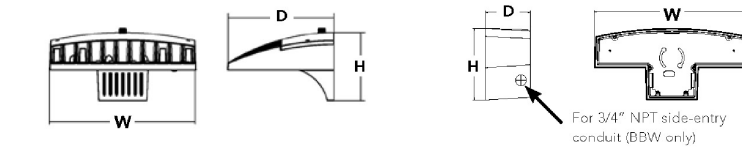
Back Box (BBW, ELCW)

Width: 13-3/4" (34.9 cm)
 Depth: 4" (10.2 cm)
 Height: 6-3/8" (16.2 cm)

Catalog Number: _____
 Name: _____
 Title: _____

Introduction

The D-Series Wall luminaire is a stylish, fully integrated LED solution for building mount applications. It features a sleek, modern design and is carefully engineered to provide long lasting, energy-efficient lighting with a variety of optical and control options for customized performance. With an expected service life of over 20 years of nighttime use and up to 74% in energy savings over comparable 250W metal halide luminaires, the D-Series Wall is a reliable, low maintenance lighting solution that produces sites that are exceptionally illuminated.



Ordering Information

EXAMPLE: DSXW1 LED 20C 1000 40K T3M MVOLT DDBTXD

Series	LEDs	Drive Current	Color Temperature	Distribution	Voltage	Mounting	Control Options
DSXW1 LED	10 LEDs (Type 1)	350 mA	30K	T25	MVOLT	Shipped installed DDBTXD DDBTXD DDBTXD DDBTXD	Shipped installed DDBTXD DDBTXD DDBTXD DDBTXD
	20 LEDs (Type 2)	700 mA	40K	T30	200V		
DSXW1 LED	10 LEDs (Type 1)	350 mA	30K	T25	MVOLT	Shipped installed DDBTXD DDBTXD DDBTXD DDBTXD	Shipped installed DDBTXD DDBTXD DDBTXD DDBTXD
	20 LEDs (Type 2)	700 mA	40K	T30	200V		

Other Options	Finish (optional)
Shipped installed Single Box (20, 27 or 34V) ¹	Dark bronze Black Natural aluminum White
Shipped separately ² BBW (to determine color) ELCW (to determine color) HS (to determine color) SPD (to determine color)	Dark bronze Black Natural aluminum White
DSXW1 LED	Dark bronze
DSXW1 LED	Black
DSXW1 LED	Natural aluminum
DSXW1 LED	White

- Accessories**
- DSXW1 LED: 10 LEDs (Type 1)
 - DSXW1 LED: 20 LEDs (Type 2)
 - DSXW1 LED: 30 LEDs (Type 3)
 - DSXW1 LED: 40 LEDs (Type 4)
 - DSXW1 LED: 50 LEDs (Type 5)
 - DSXW1 LED: 60 LEDs (Type 6)
 - DSXW1 LED: 70 LEDs (Type 7)
 - DSXW1 LED: 80 LEDs (Type 8)
 - DSXW1 LED: 90 LEDs (Type 9)
 - DSXW1 LED: 100 LEDs (Type 10)
 - DSXW1 LED: 110 LEDs (Type 11)
 - DSXW1 LED: 120 LEDs (Type 12)

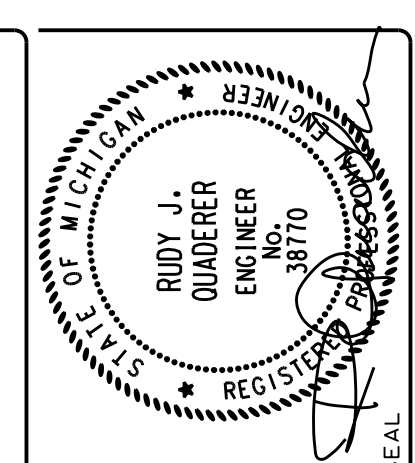
NOTES

- 250-1000 is not available with PRL, PRLH, PRLHC or PRLHFCV.
- MVOLT driver operates on any line voltage from 120-277V (50/60 Hz).
- Single line (SL) requires 120, 277 or 347 voltage option. Double line (DL) requires 200, 240 or 480 voltage option.
- Only available with 20C, 250W or 1000W. Not available with PRL or PRLH.
- Back box ships standard on fixtures. Control box must be ordered as an accessory.
- Photocontrol (PH) requires 120, 240, 277 or 347 voltage option. Not available with motion/ambient light sensors (PH or PRLH).
- Reference Motion/Ambient sensor on page 3.
- Call weather (20C) used. Not compatible with conduit entry applications. Not available with BBW mounting option. Not available with 347 or 480 voltage options. Emergency components located in back box housing. Emergency mode (E) has located on product page at: www.lithonia.com
- Not available with SPD.
- Not available with ELCW.
- Also available as a separate accessory, see Accessories information.
- Not available with ELCW.

LITHONIA LIGHTING
 One Lithonia Way • Cary, Georgia 30013 • Phone: 800.279.8441 • www.lithonia.com
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NOTE: THE LIGHTING FIXTURES SHALL NOT EXCEED A TEMPERATURE OF 3000 K.



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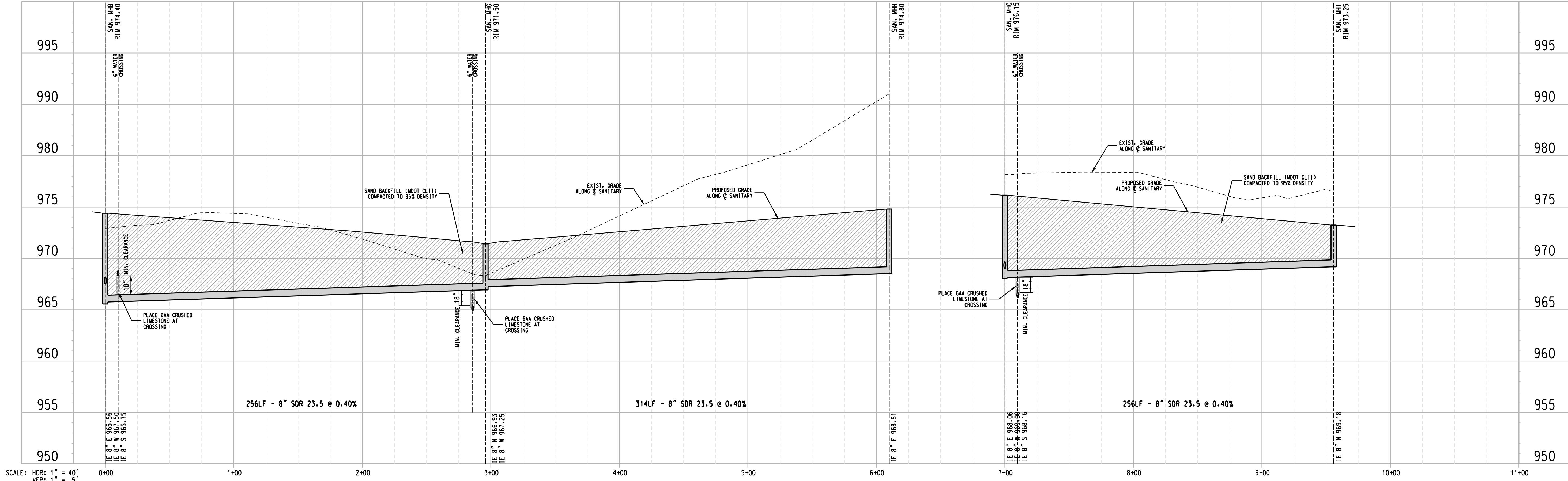
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DESIGNED	
CHECKED	
FIELD CREW	

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 NEW SELF STORAGE CONDOMINIUMS**
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 SITE PHOTOMETRIC PLAN

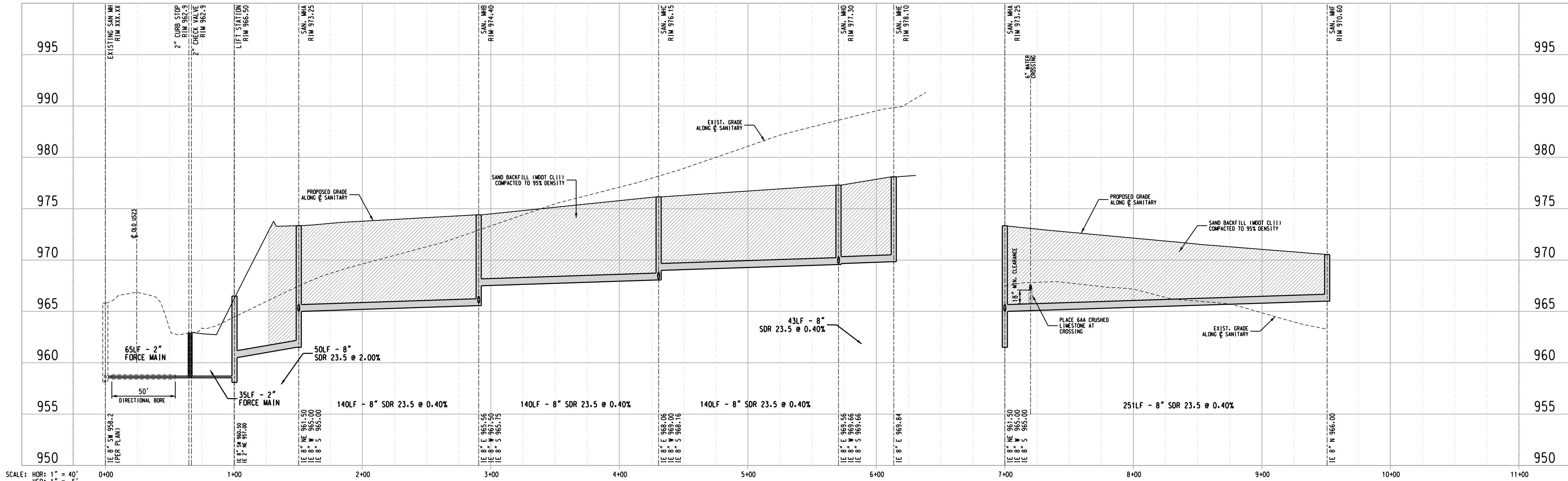
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 GRAND BLANC, MI 48499
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SCALE: HOR: 1" = 40'
VER: 1" = 5'



SCALE: HOR: 1" = 40'
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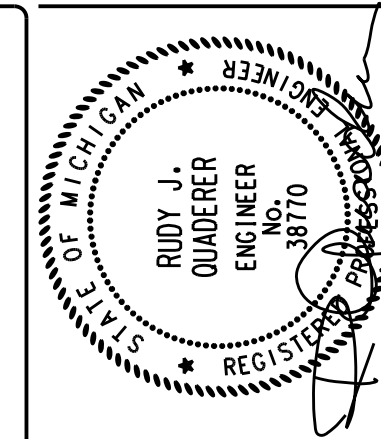
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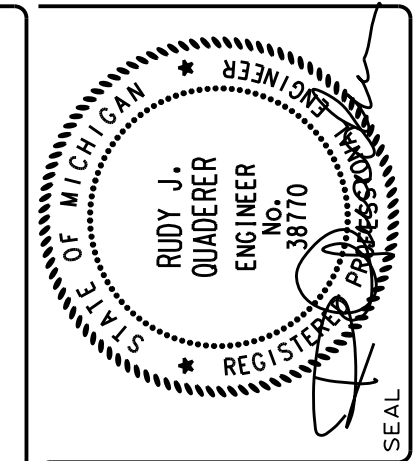
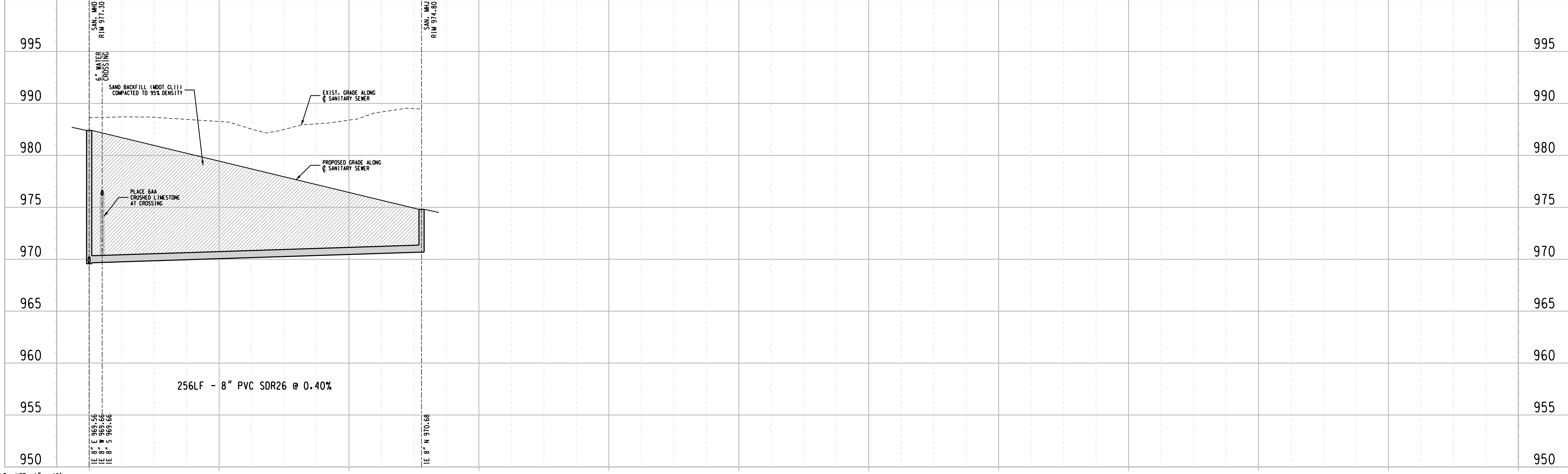
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NEW SELF STORAGE CONDOMINIUMS**
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
SANITARY SEWER PROFILES

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FIELD CREW:

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 FALSETT RD @ OLD U.S-23
 TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

SANITARY SEWER PROFILES

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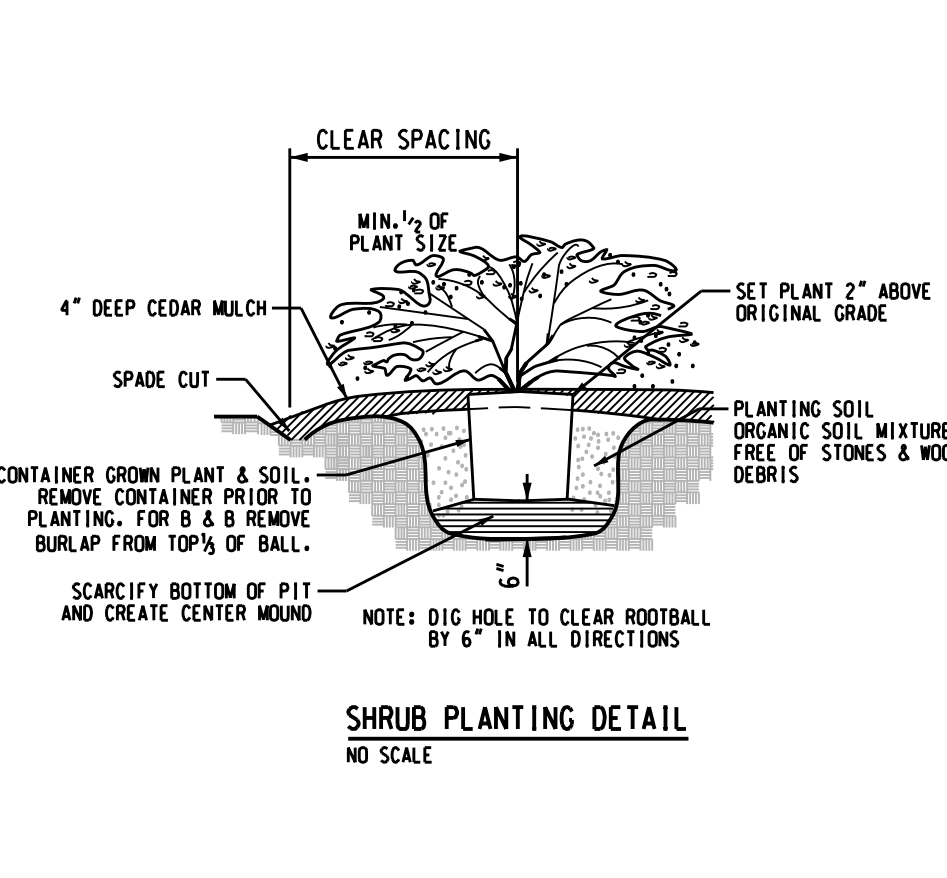
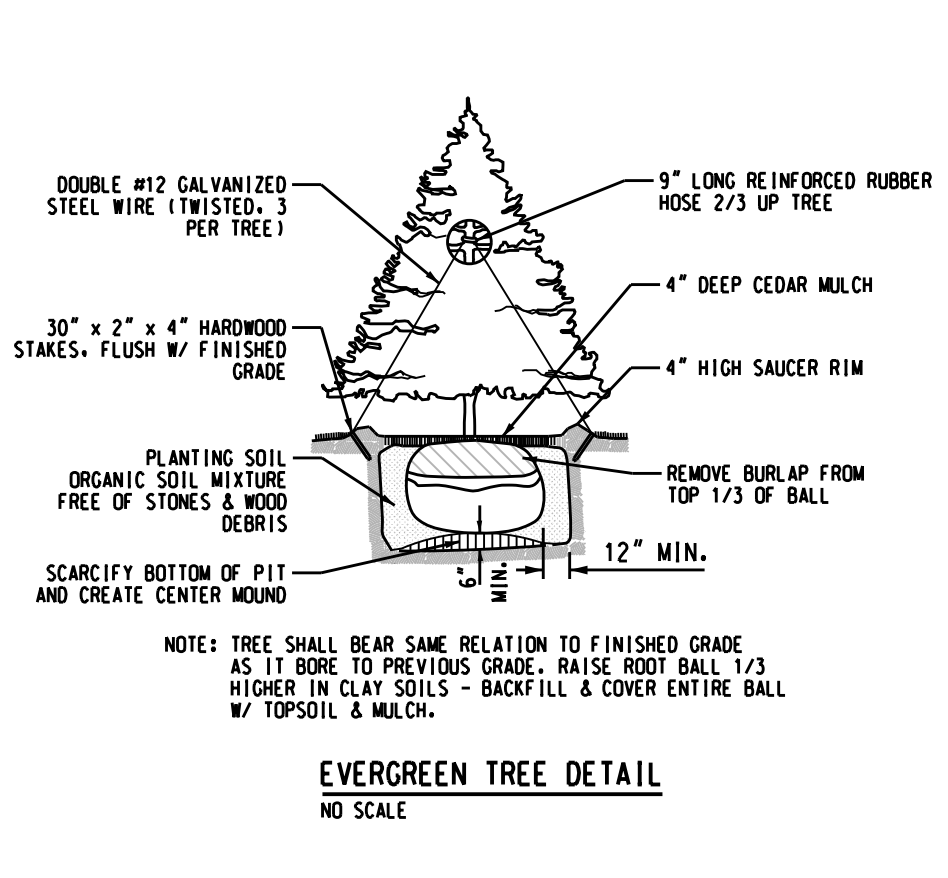
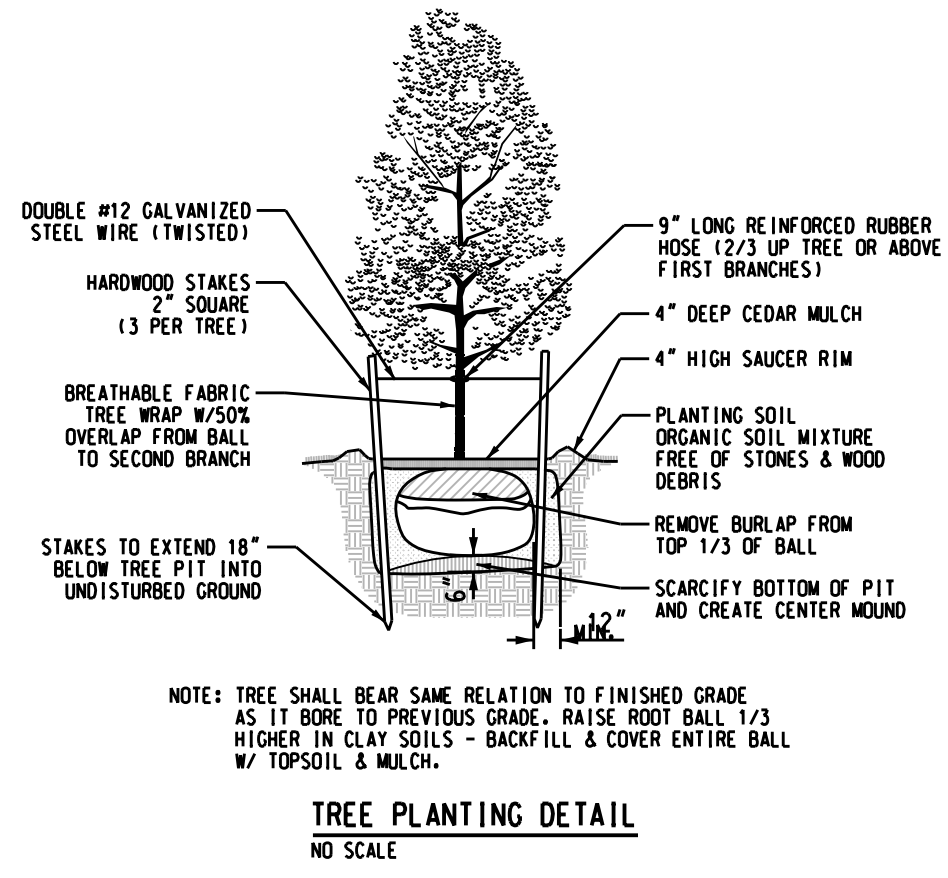
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 established 2004

JOB NO.: 180301
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C404



PLANTING REQUIREMENTS		
LOCATION	MINIMUM REQUIREMENT	PROVIDED
MIXTURE OF TREES (SECT. 21A.04, A.2)	1 TREE PER 3,000 SF OF UNPAVED AREA = 222,136 SF/3,000 = 74 TREES REQ'D.	76 TREES PROVIDED
PARKING LOT LANDSCAPING (SECT. 21A.04, D.1)	LANDSCAPE RATIO SHALL BE 15SF PER PARKING SPACE = 25(115) = 375SF	460SF PROVIDED (REFER TO THIS SHEET)

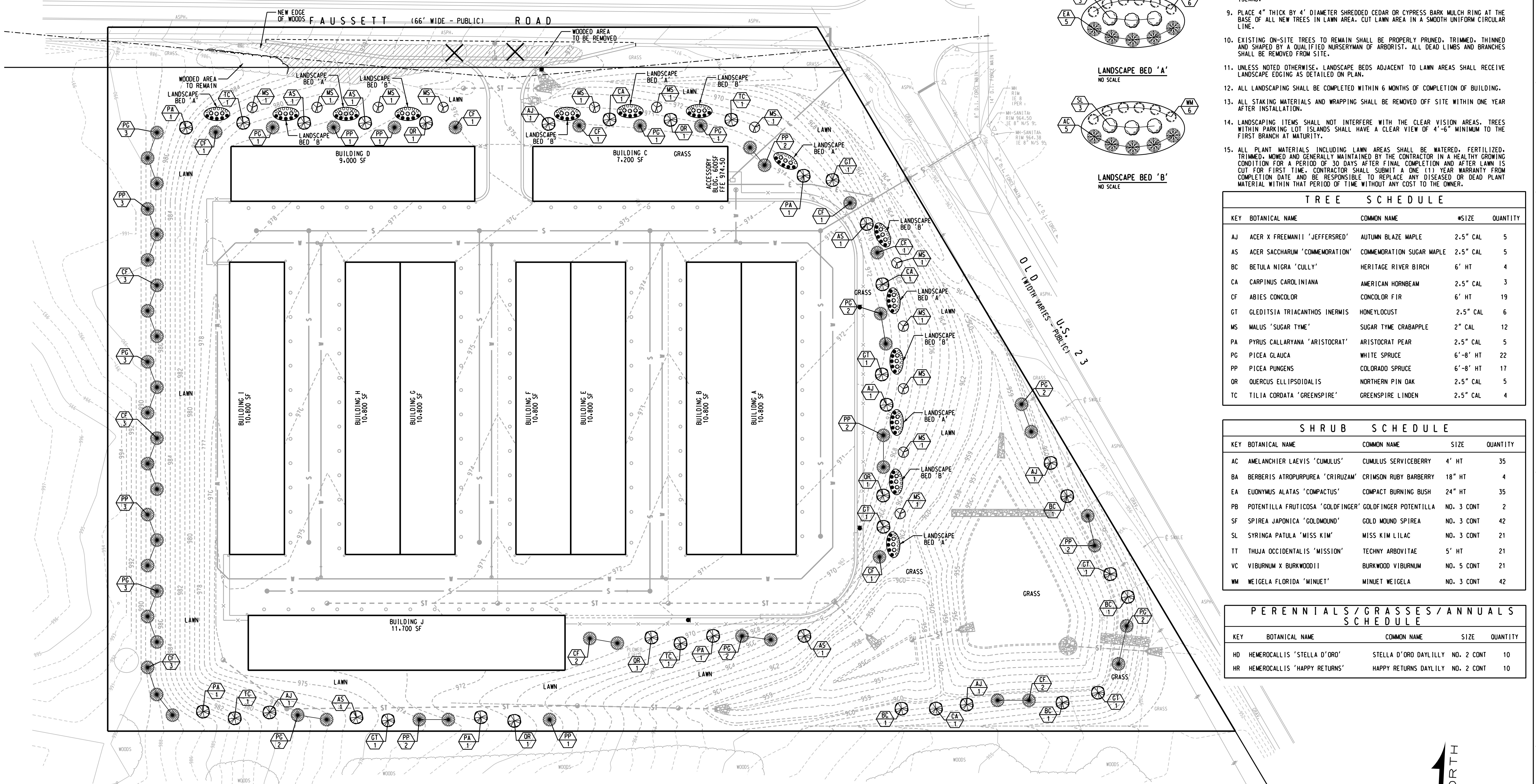
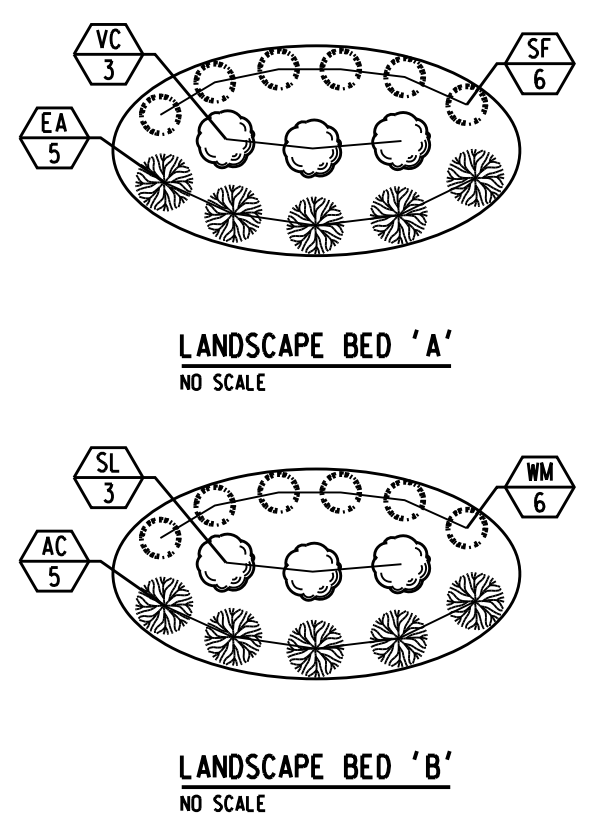
LEGEND:

- AREA TO BE MULCHED
- PLANT DESIGNATION & QUANTITY OF SPECIE
- REMOVE TREE

SEED MIXTURE # 1 LAWN AREA			
COMMON NAME	PROPT BY WGT.	PERCENT OF PURITY	PERCENT GERMINATION
KENTUCKY BLUE GRASS	20%	97%	80%
RED FESCUE	60%	97%	80%
PERENNIAL RYE GRASS	20%	97%	80%
TOTAL SEEDING RATE:	100%	8 LBS./1000 SQ. FT.	

SEED MIXTURE # 2 GRASS AREAS	
COMMON NAME	CATEGORY
WILDFLOWER & GRASS MIX (BY ERNST SEEDS OR APPROVED EQUIV.)	UPLAND & MEADOWS
TOTAL SEEDING RATE:	100% 20 LBS./ACRE

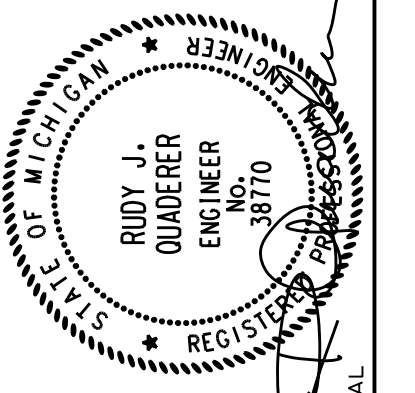
- LANDSCAPING NOTES:**
- INSTALLATION OF PLANT MATERIAL SHALL BE IN ACCORDANCE WITH THE AMERICAN ASSOCIATION OF NURSERYMEN LANDSCAPE STANDARDS LATEST EDITION.
 - PRIOR TO BEGIN OF LANDSCAPE WORK, CONTRACTOR SHALL VERIFY LOCATIONS OF ALL ON-SITE UTILITIES. CONTRACTOR SHALL CONTACT MISS DIG (811) FOR LOCATIONS OF ALL PRIVATE UTILITIES. ANY DAMAGE OR INTERRUPTIONS OF SERVICES SHALL BE THE RESPONSIBILITY OF THE CONTRACTOR. COORDINATE ALL RELATED WORK ACTIVITIES WITH OTHER TRADES AND REPORT ANY UNACCEPTABLE WORK CONDITIONS TO OWNER PRIOR TO COMMENCING WORK.
 - NUMERICAL VALUE OF PLANT MATERIAL SHOWN SHALL TAKE PRECEDENCE OVER GRAPHIC REPRESENTATION. VERIFY AND REPORT ANY DISCREPANCIES WITH LANDSCAPE ARCHITECT.
 - SUBSTITUTIONS OR DEVIATIONS FROM THE LANDSCAPE PLAN MUST BE APPROVED BY THE MUNICIPALITY AND/OR GOVERNING AGENCY PRIOR TO COMMENCING.
 - NEW LANDSCAPE BEDS SHALL BE EXCAVATED OF ALL BUILDING MATERIALS AND POOR SOILS TO A MINIMUM DEPTH OF 24" AND BACKFILLED WITH GOOD MEDIUM TEXTURED ORGANIC PLANTING SOIL FREE OF ROCKS LARGER THAN 1".
 - PROTECT EXISTING TREES TO REMAIN WITH TEMPORARY FENCING PLACED AT THE DRIP LINE. NO GROUND DISTURBANCE OR STORAGE OF MATERIAL SHALL OCCUR WITHIN THE DRIP LINE LIMITS.
 - COORDINATE PLACEMENT OF PLANTS WITH UNDERGROUND UTILITY LOCATIONS. MAKE ADJUSTMENTS AS REQUIRED TO AVOID PLANTING OVER THE UTILITIES. DO NOT PLANT SHADE OR EVERGREEN TREES BELOW OVERHEAD WIRES. IF CONFLICT OCCURS, CONTACT LANDSCAPE ARCHITECT TO ADJUST LOCATION OF TREES.
 - BACKFILL ISLANDS FROM SUBGRADE TO THE TOP OF CURB WITH ON-SITE TOPSOIL UNLESS OTHERWISE NOTED ON PLAN. FINISHED GRADE IN CENTER OF ISLAND SHALL BE 4" TO 6" HIGHER THAN TOP OF CURB TO PROVIDE POSITIVE DRAINAGE TO PERIMETER OF CURB ISLAND.
 - PLACE 4" THICK BY 4" DIAMETER SHREDDED CEDAR OR CYPRESS BARK MULCH RING AT THE BASE OF ALL NEW TREES IN LAWN AREA. CUT LAWN AREA IN A SMOOTH UNIFORM CIRCULAR LINE.
 - EXISTING ON-SITE TREES TO REMAIN SHALL BE PROPERLY PRUNED, THINNED AND SHAPED BY A QUALIFIED NURSERYMAN OF ARBORIST. ALL DEAD LIMBS AND BRANCHES SHALL BE REMOVED FROM SITE.
 - UNLESS NOTED OTHERWISE, LANDSCAPE BEDS ADJACENT TO LAWN AREAS SHALL RECEIVE LANDSCAPE EDGING AS DETAILED ON PLAN.
 - ALL LANDSCAPING SHALL BE COMPLETED WITHIN 6 MONTHS OF COMPLETION OF BUILDING.
 - ALL STAKING MATERIALS AND WRAPPING SHALL BE REMOVED OFF SITE WITHIN ONE YEAR AFTER INSTALLATION.
 - LANDSCAPING ITEMS SHALL NOT INTERFERE WITH THE CLEAR VISION AREAS. TREES WITHIN PARKING LOT ISLANDS SHALL HAVE A CLEAR VIEW OF 4'-6" MINIMUM TO THE FIRST BRANCH AT MATURITY.
 - ALL PLANT MATERIALS INCLUDING LAWN AREAS SHALL BE WATERED, FERTILIZED, TRIMMED, MOWED AND GENERALLY MAINTAINED BY THE CONTRACTOR IN A HEALTHY GROWING CONDITION FOR A PERIOD OF 30 DAYS AFTER FINAL COMPLETION AND AFTER LAWN IS CUT FOR FIRST TIME. CONTRACTOR SHALL SUBMIT A ONE (1) YEAR WARRANTY FROM COMPLETION DATE AND BE RESPONSIBLE TO REPLACE ANY DISEASED OR DEAD PLANT MATERIAL WITHIN THAT PERIOD OF TIME WITHOUT ANY COST TO THE OWNER.



TREE SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
AJ	ACER X FREEMANTII 'JEFFERSRED'	AUTUMN BLAZE MAPLE	2.5" CAL	5
AS	ACER SACCHARUM 'COMMEMORATION'	COMMEMORATION SUGAR MAPLE	2.5" CAL	5
BC	BETULA NIGRA 'CULLY'	HERITAGE RIVER BIRCH	6' HT	4
CA	CARPINUS CAROLINIANA	AMERICAN HORNBEEAM	2.5" CAL	3
CF	ABIES CONCOLOR	COLORADO FIR	6' HT	19
GT	GLEDITSIA TRIACANTHOS 'INERMIS'	HONEYLOCUST	2.5" CAL	6
MS	MALUS 'SUGAR TUNE'	SUGAR TUNE CRABAPPLE	2" CAL	12
PA	PYRUS CALLARYANA 'ARISTOCRAT'	ARISTOCRAT PEAR	2.5" CAL	5
PG	PICEA GLAUCA	WHITE SPRUCE	6'-8" HT	22
PP	PICEA PUNGENS	COLORADO SPRUCE	6'-8" HT	17
OR	QUERCUS ELLIPSOIDALIS	NORTHERN PIN OAK	2.5" CAL	5
TC	TILIA CORDATA 'GREENSPIRE'	GREENSPIRE LINDEN	2.5" CAL	4

SHRUB SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
AC	AMELANCHIER LAEVIS 'CUMULUS'	CUMULUS SERVICEBERRY	4' HT	35
BA	BERBERIS ATROPURPUREA 'CRIRUZAM'	CRIMSON RUBY BARBERRY	18" HT	4
EA	EUONYMUS ALATAS 'COMPACTUS'	COMPACT BURNING BUSH	24" HT	35
PB	POTENTILLA FRUTICOSA 'GOLDINGER'	GOLDINGER POTENTILLA	NO. 3 CONT	2
SF	SPIREA JAPONICA 'GOLDMOUND'	GOLD MOUND SPIREA	NO. 3 CONT	42
SL	SYRINGA PATULA 'MISS KIM'	MISS KIM LILAC	NO. 3 CONT	21
TT	THUJA OCCIDENTALIS 'MISSION'	TECHNY ARBOVITAE	5' HT	21
VC	VIBURNUM X BURKWOODII	BURKWOOD VIBURNUM	NO. 5 CONT	21
WM	WEIGELA FLORIDA 'MINUET'	MINUET WEIGELA	NO. 3 CONT	42

PERENNIALS/GRASSES/ANNUALS SCHEDULE				
KEY	BOTANICAL NAME	COMMON NAME	SIZE	QUANTITY
HD	HEMEROCALLIS 'STELLA D'ORO'	STELLA D'ORO DAYLILY	NO. 2 CONT	10
HR	HEMEROCALLIS 'HAPPY RETURNS'	HAPPY RETURNS DAYLILY	NO. 2 CONT	10



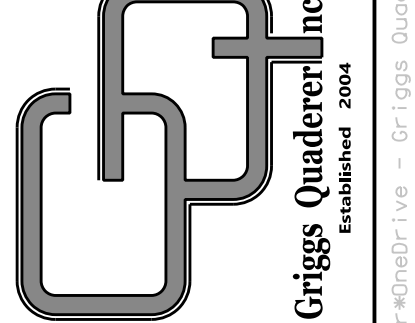
NO.	DATE	REVISION OR ISSUE
02-20-23	11-14-22	RE ISSUED TO TYRONE TWP.
		RE ISSUED TO TYRONE TWP.

DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

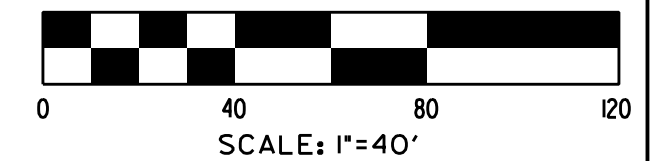
**US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS**
 TRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN
 FAUSSETT RD @ OLD U.S. 23

Griggs Quaderer, Inc.
 8308 OFFICE PARK DRIVE
 GRAND BLANC, MI 48499
 WWW.GQINCORP.COM
 PH: (810) 695-0154
 FX: (810) 695-0158

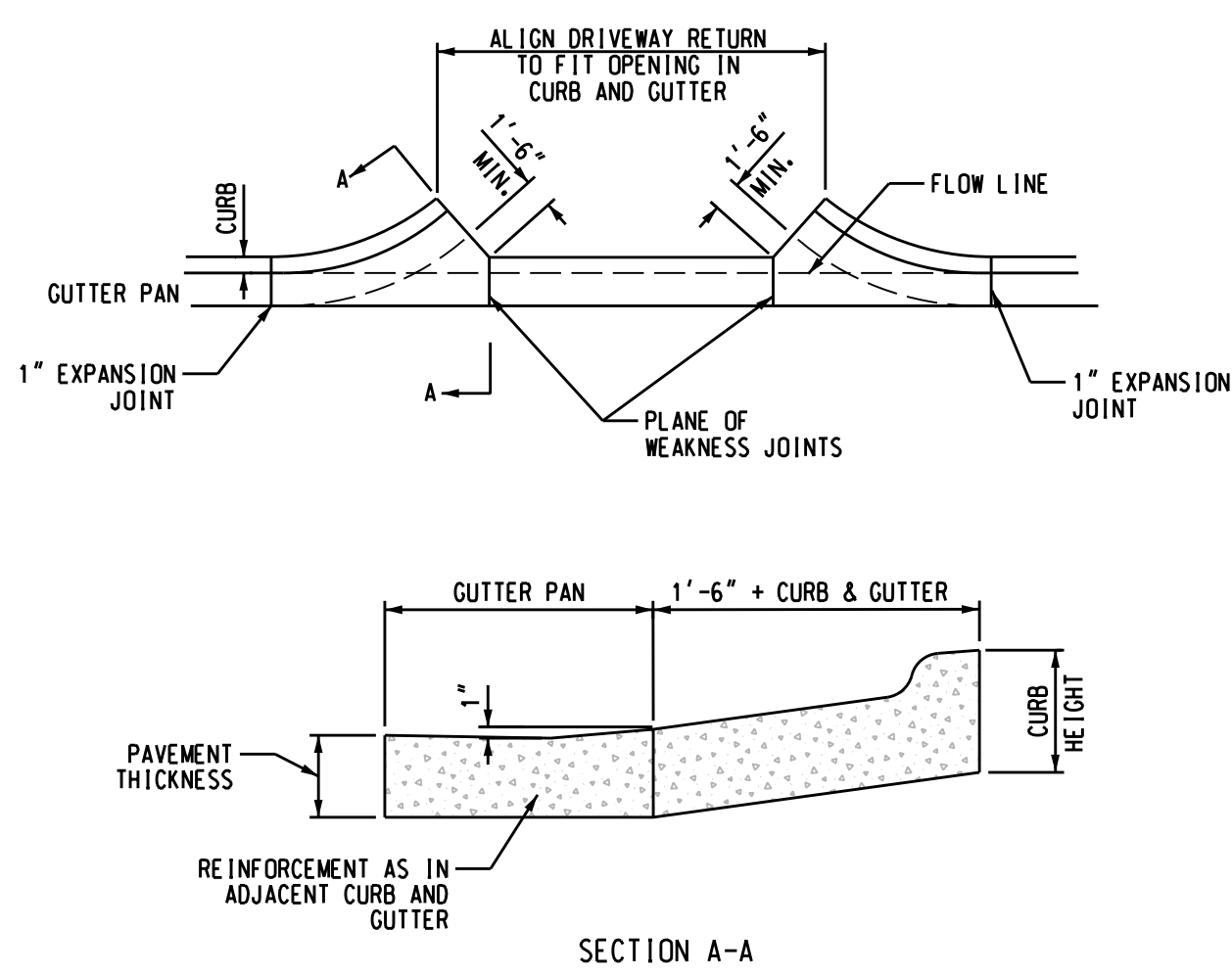
**CIVIL ENGINEERING - LAND SURVEYING
SITE PLANNING**



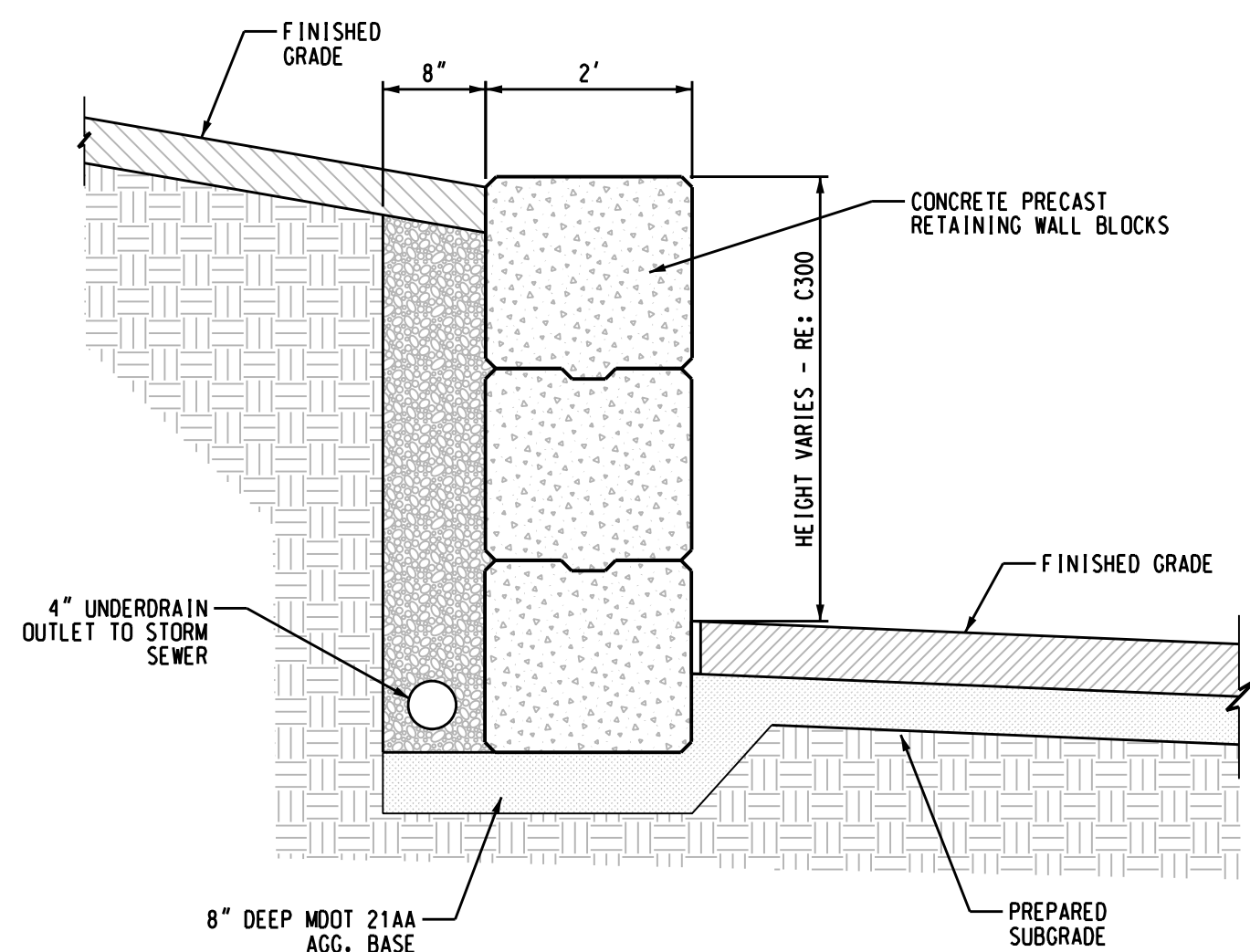
PHASE: CONCP
 JOB NO.: 180301
 SCALE: 1"=40'



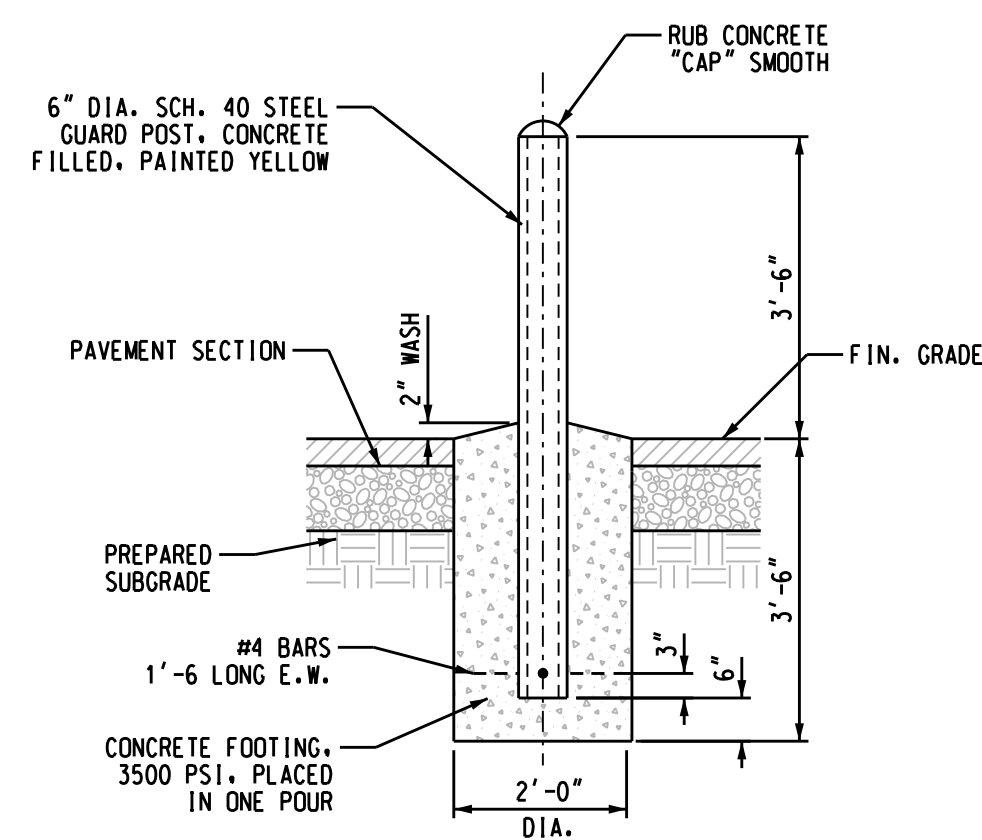
FILE: LOCAL:CONCP\us23\us23.dwg; Plot: Griggs Quaderer; Title: US23 Self Storage Condominiums; Date: 2/20/2023; Time: 8:08:18 AM



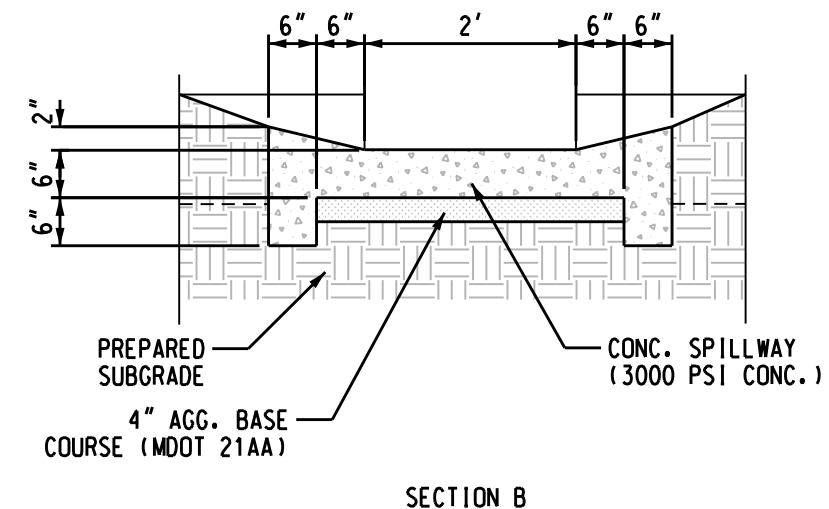
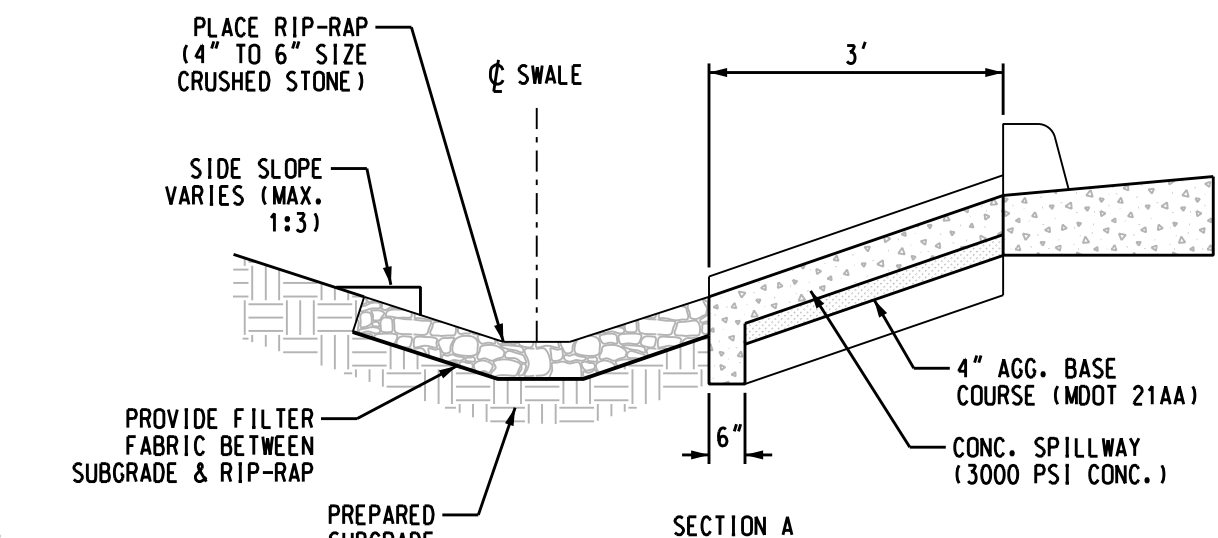
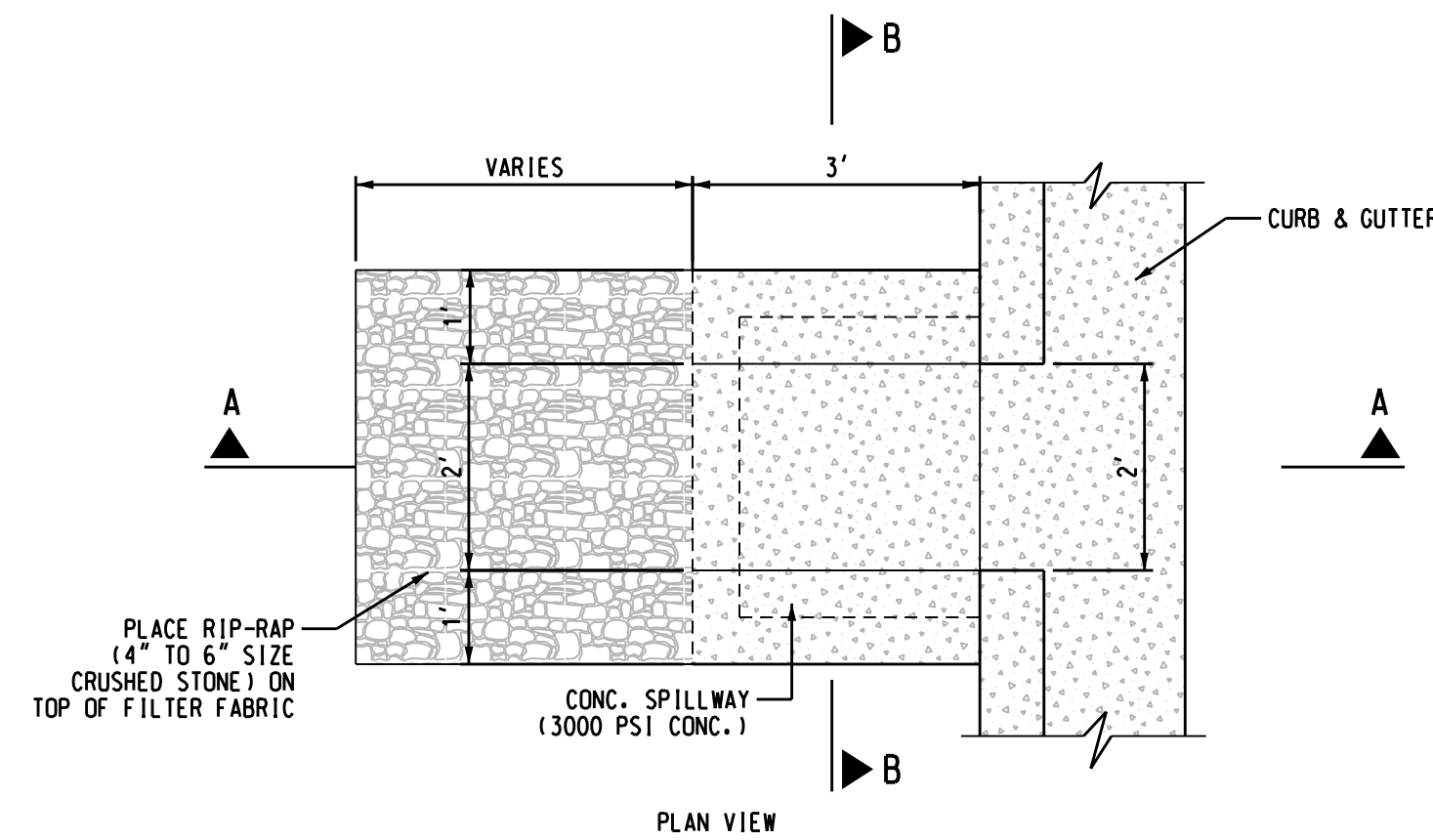
CONCRETE DRIVEWAY OPENING - DETAIL 'M'
NO SCALE MDT R-29-E



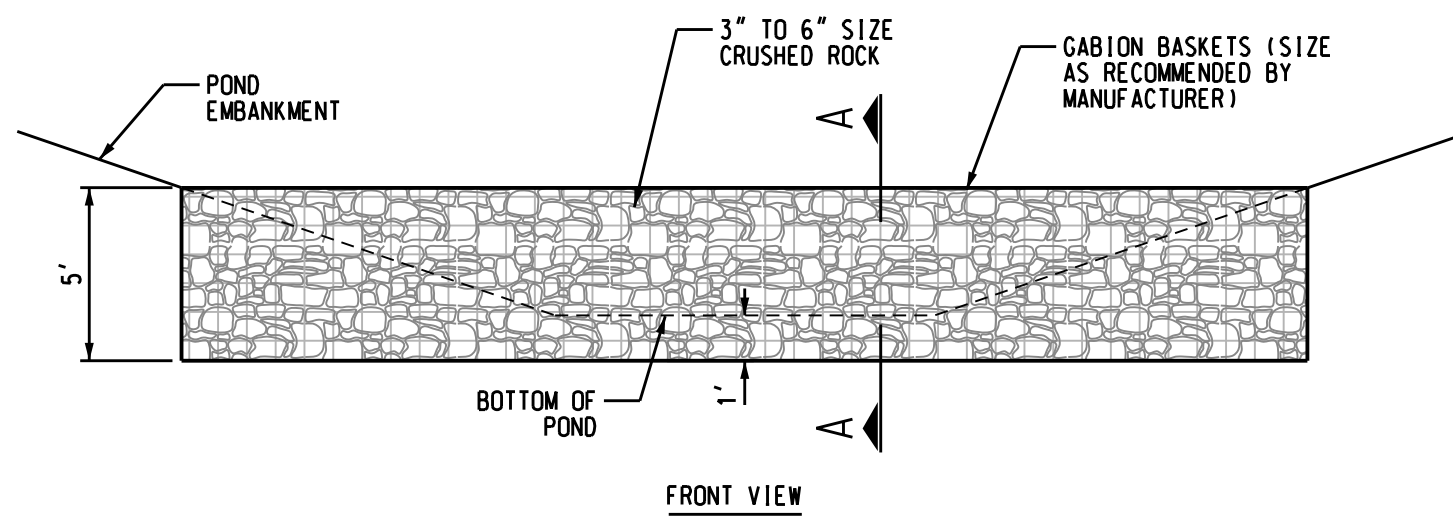
RETAINING WALL DETAIL
NO SCALE



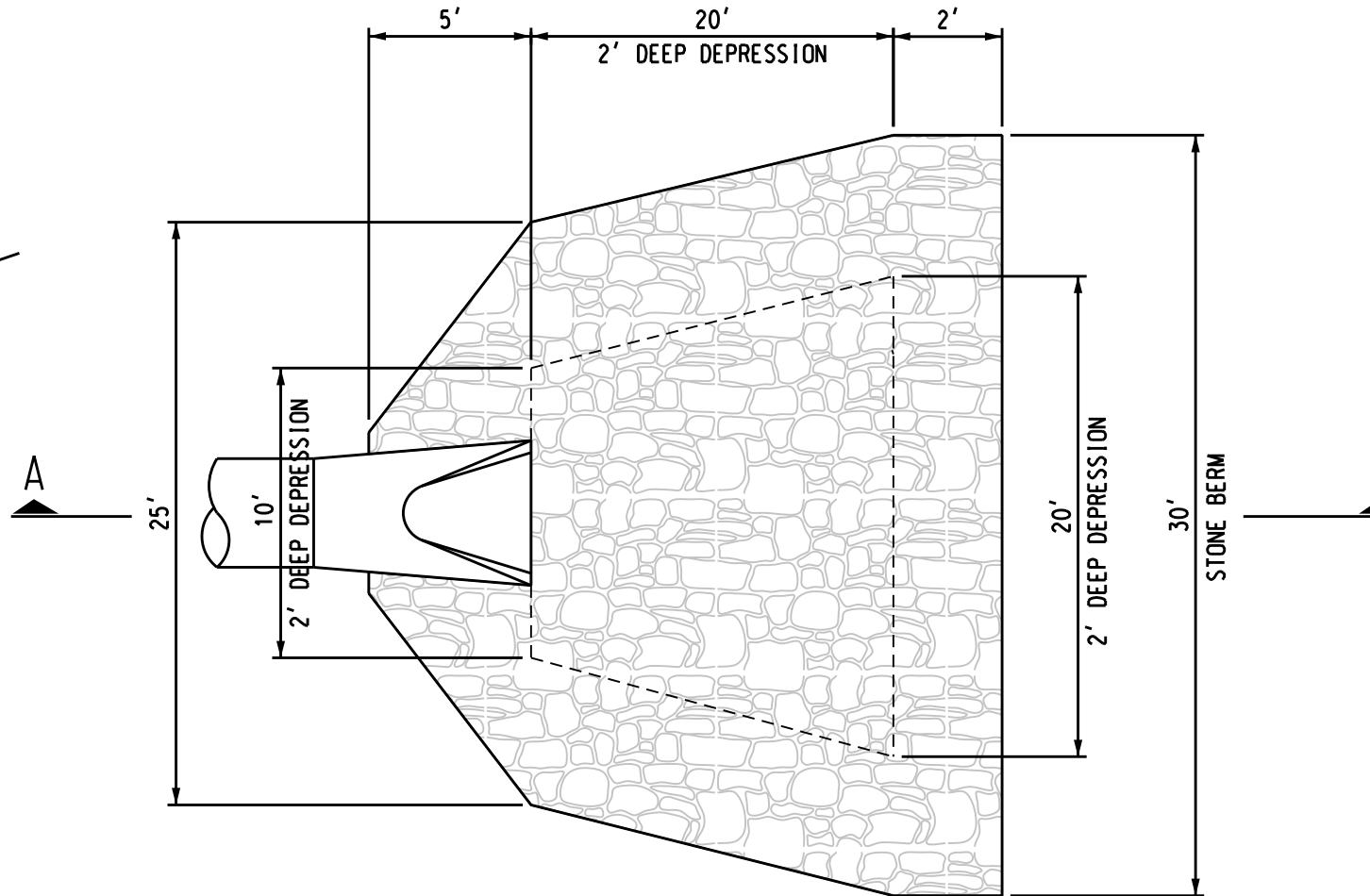
GUARD POST DETAIL
NO SCALE



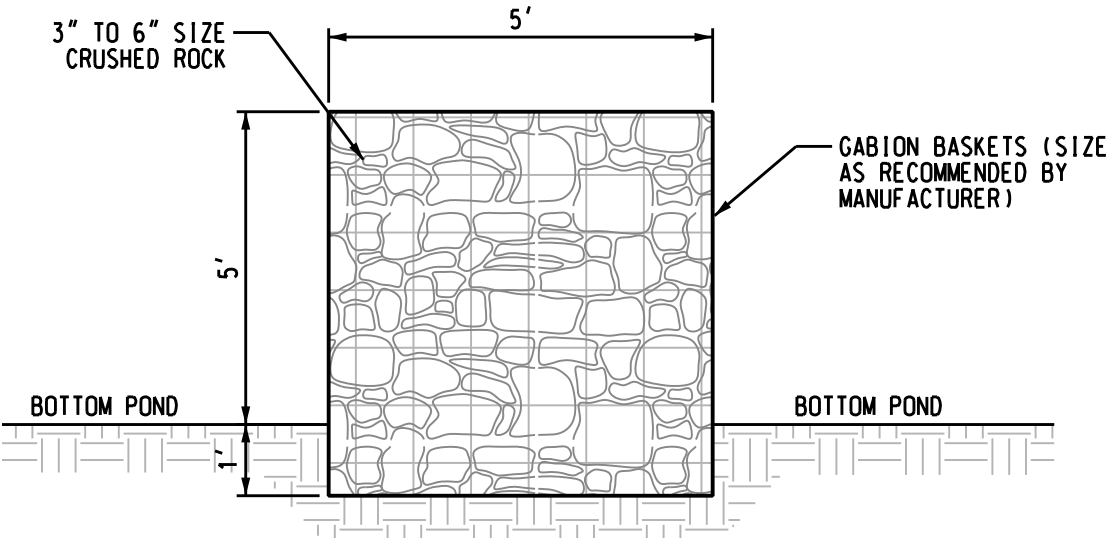
CURB CUT & SPILLWAY DETAIL
NO SCALE



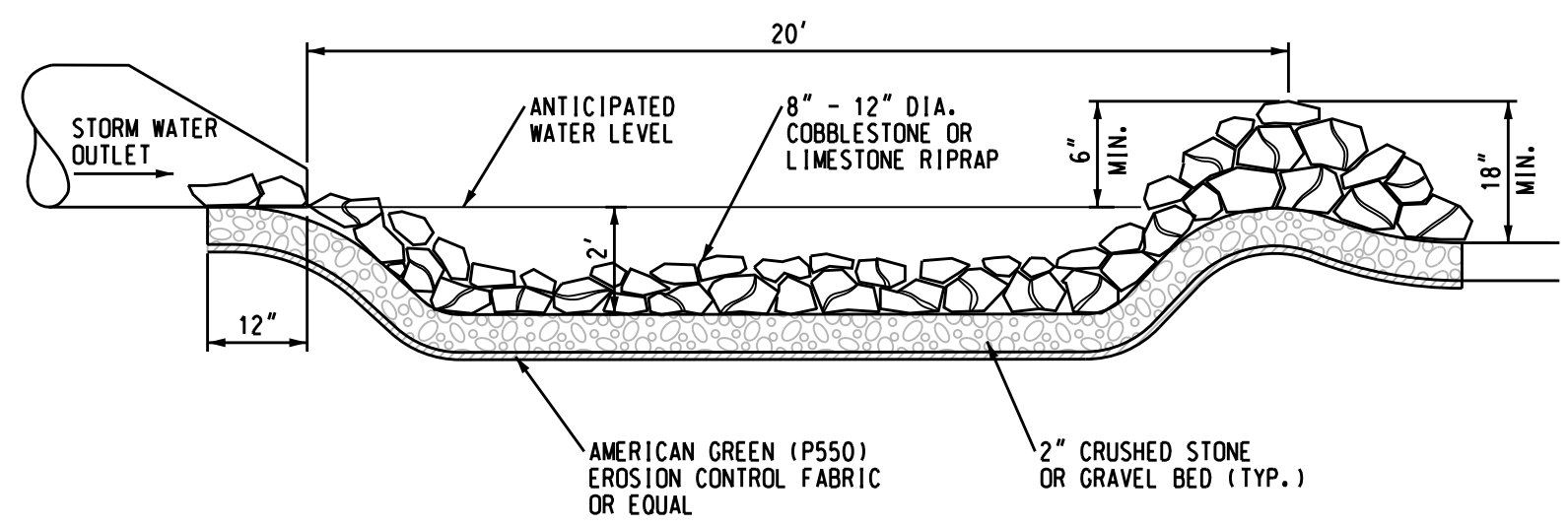
FRONT VIEW



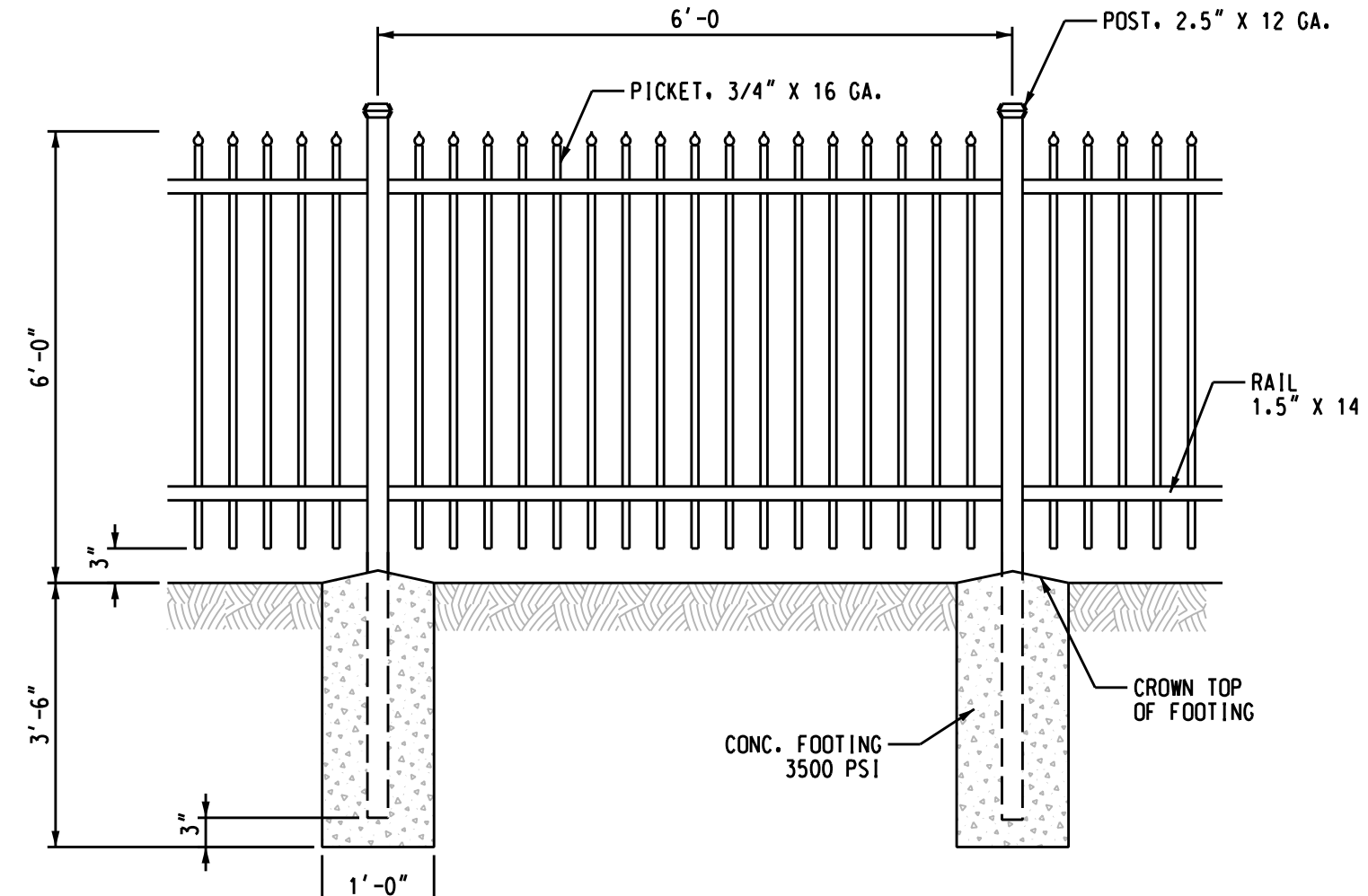
CROSS SECTION A - A



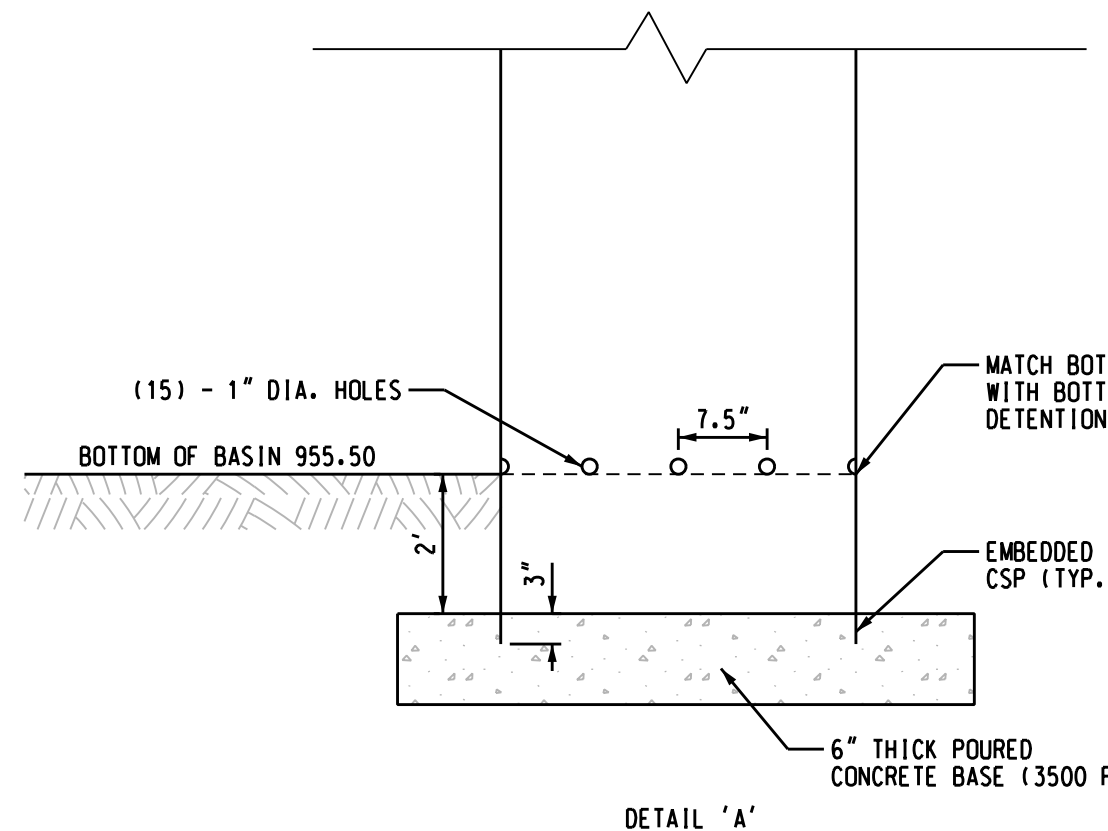
GABION BASKET WALL DETAIL
NO SCALE



STORM OUTLET DISSIPATOR DETAIL
NO SCALE

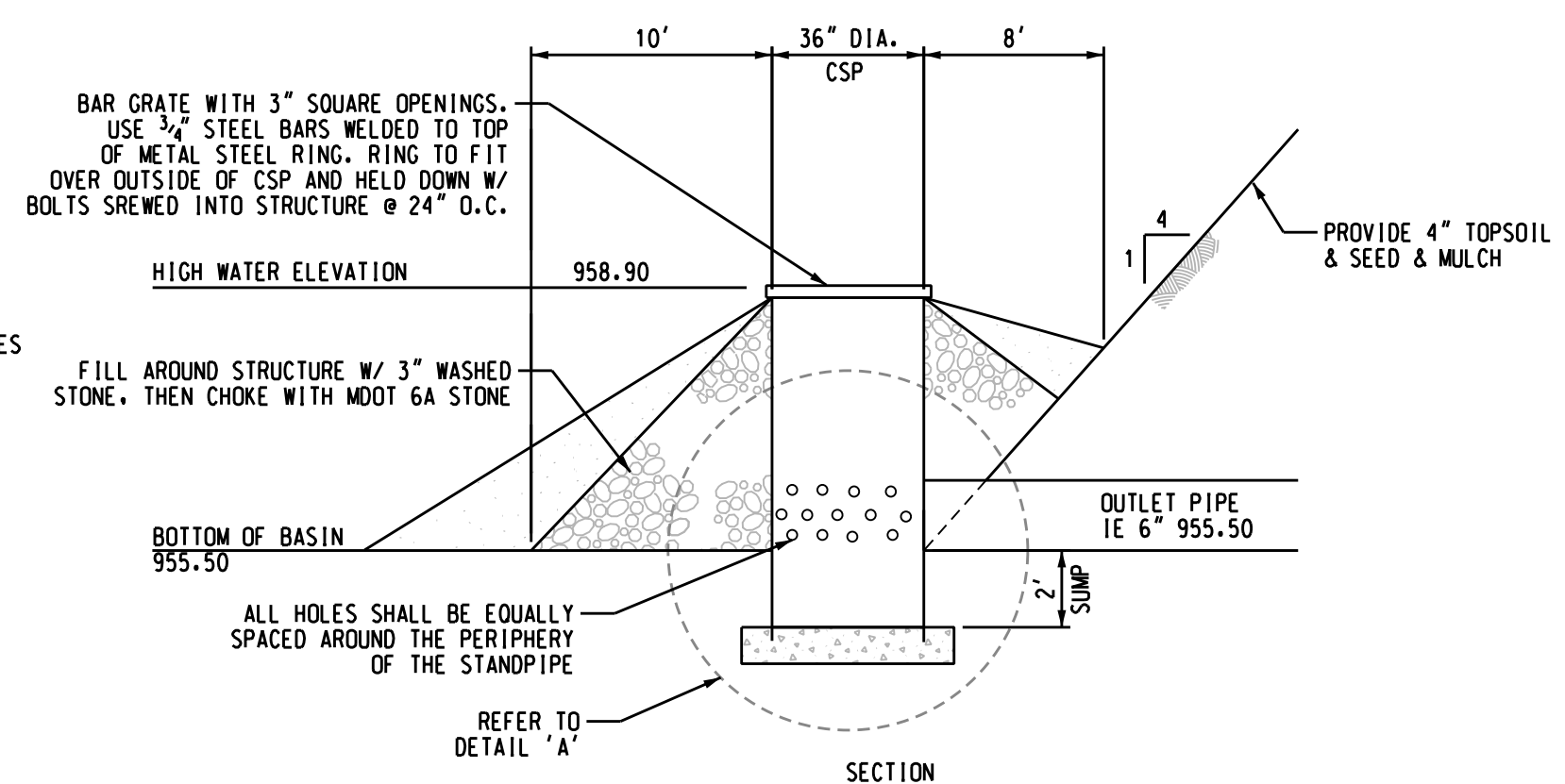


ORNAMENTAL ALUMINUM PERIMETER FENCE
NO SCALE

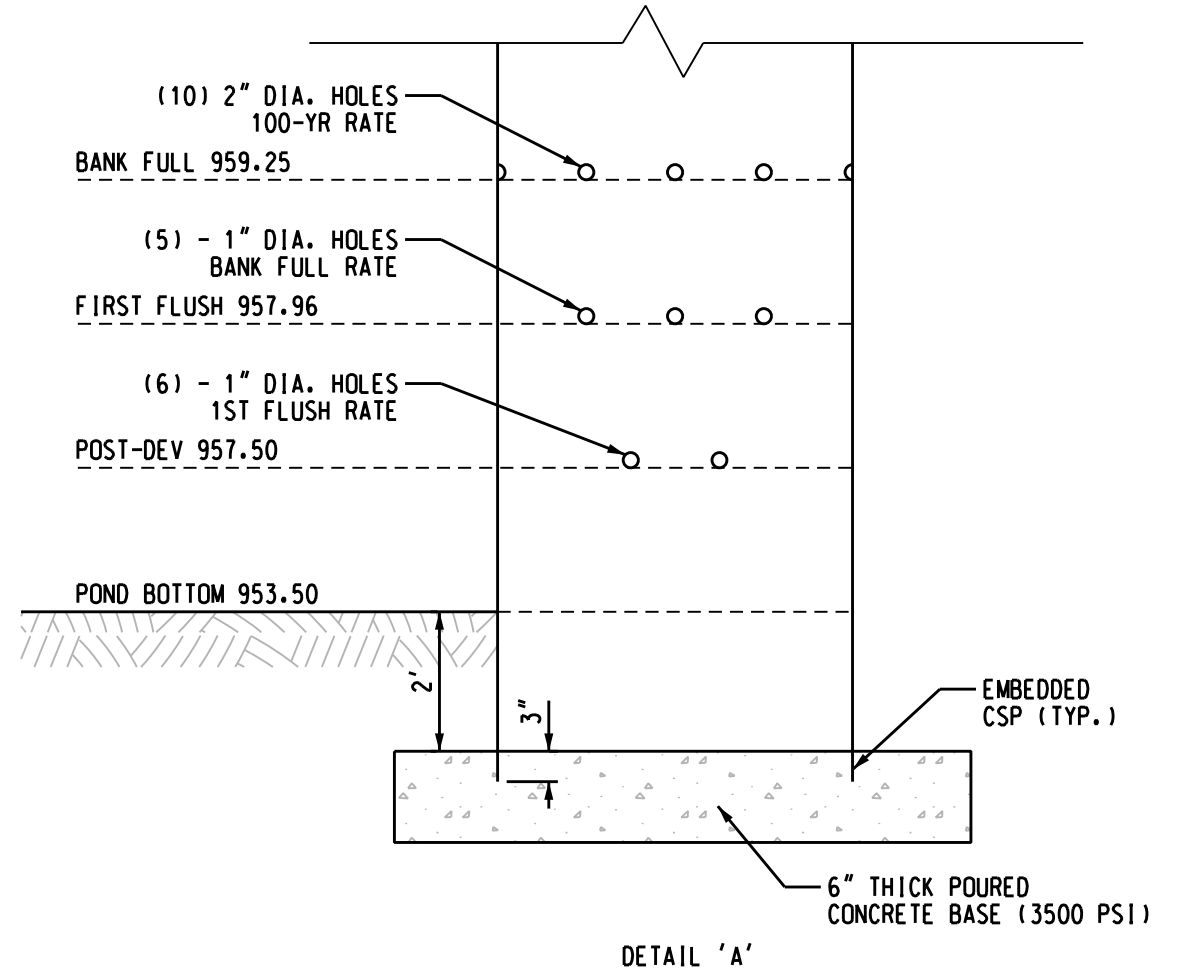


DETAIL 'A'

FOREBAY STRUCTURE
NO SCALE

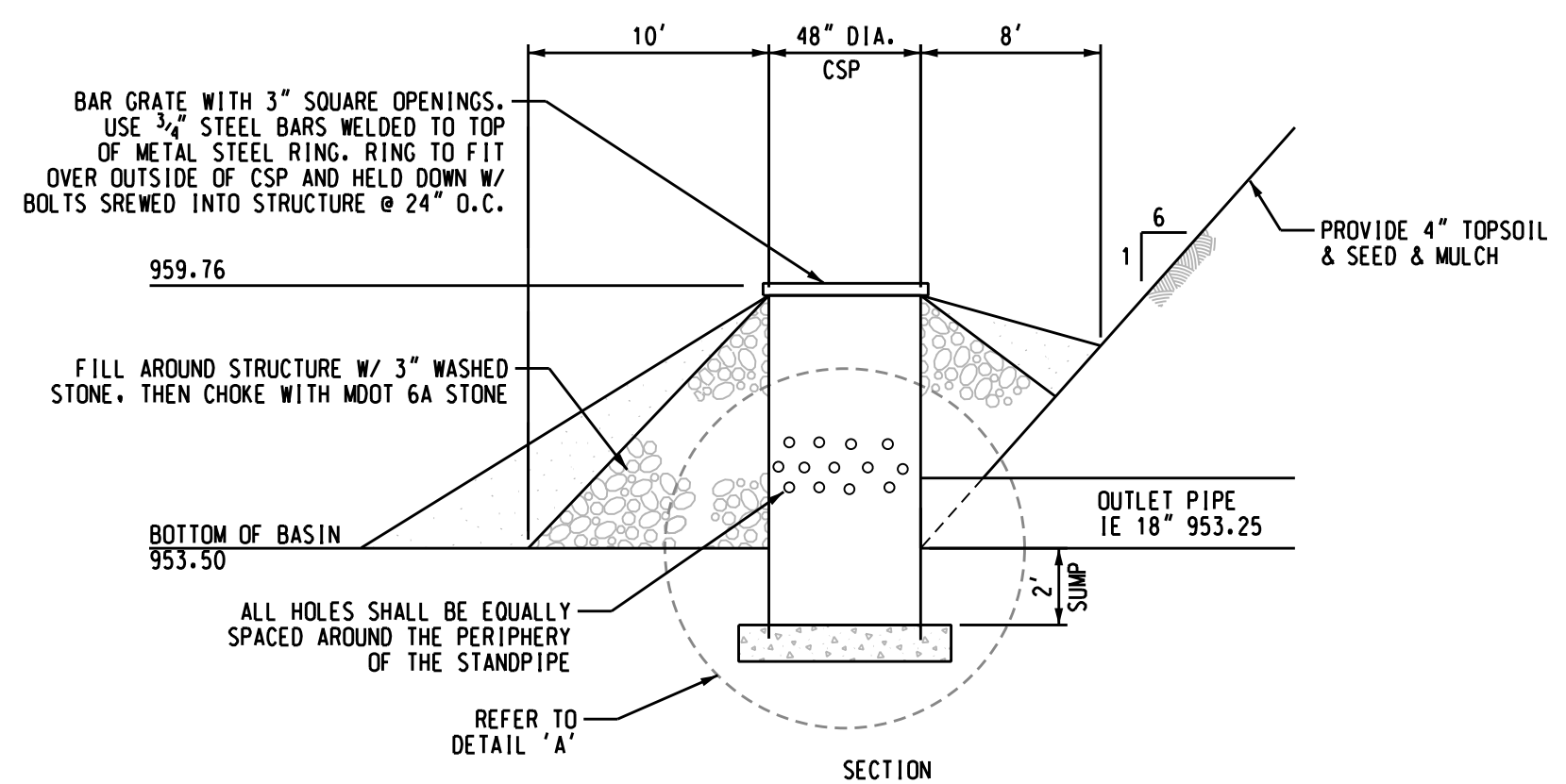


SECTION

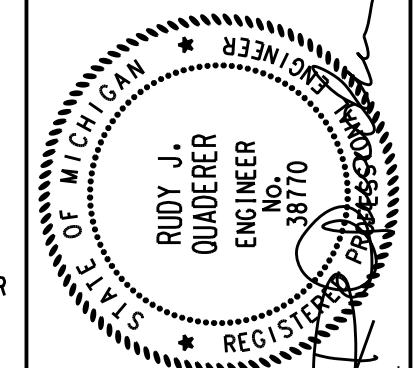


DETAIL 'A'

OUTLET CONTROL STRUCTURE
NO SCALE



SECTION



NO.	DATE	REVISION OR ISSUE
02-20-23	02-20-23	RE ISSUED TO TYRONE TWP.
11-14-22	11-14-22	RE ISSUED TO TYRONE TWP.
		SUBJECT

DRAWN	BRZEZINSKI
DESIGNED	
CHECKED	
FIELD CREW	

US23 STORAGE DEVELOPMENT
NEW SELF STORAGE CONDOMINIUMS
FAUSSETT RD @ OLD U.S. 23
TYRONE TWP., LIVINGSTON COUNTY, STATE OF MICHIGAN

SITE DETAILS

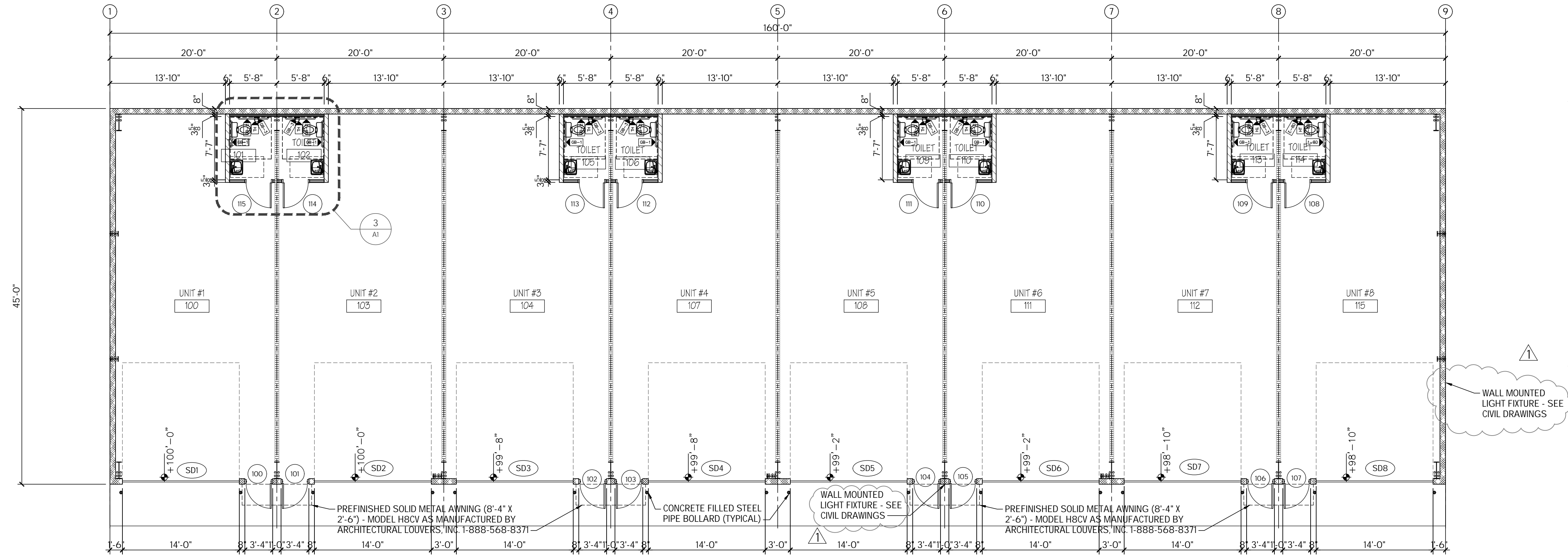
Griggs Quaderer, Inc.
8308 OFFICE PARK DRIVE
GRAND BLANC, MI 48409
PH: (810) 695-0154
FX: (810) 695-0158

CIVIL ENGINEERING · LAND SURVEYING
SITE PLANNING

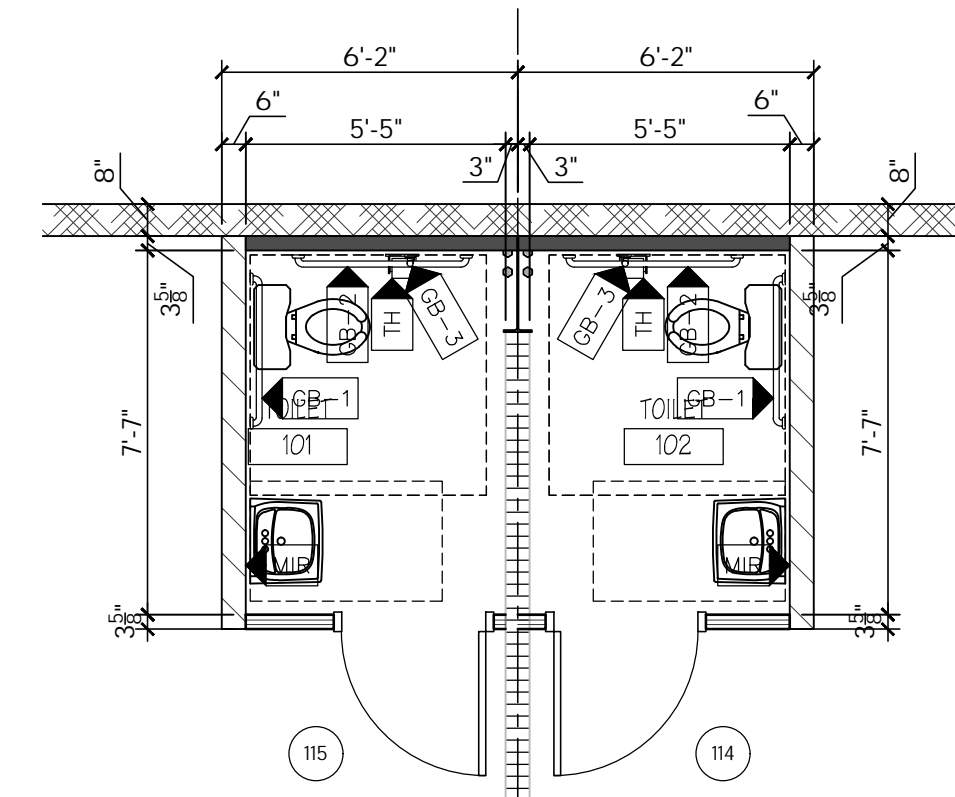
Griggs Quaderer, Inc.
Established 2004

PHASE: CONCP
JOB NO.: 180301
C600

- THE ARCHITECT RESERVES THE RIGHT TO MAKE ALL DECISIONS REGARDING THE INTERPRETATION OF PLANS AND SPECIFICATIONS AS THEY APPLY TO THIS PROJECT. CONSULT WITH THE ARCHITECT IMMEDIATELY IF CONFLICTS OR ERRORS ARE DISCOVERED IN THESE DOCUMENTS.
- ALL WORK PERFORMED ON THIS PROJECT SHALL BE DONE IN ACCORDANCE WITH ALL APPLICABLE STATE AND LOCAL CODES AND ORDINANCES AS ADOPTED AND PRACTICED AT THE TIME OF CONSTRUCTION.
- SUBCONTRACTORS SHALL COORDINATE ALL WORK TO BE DONE THROUGH THE JOB SUPERINTENDENT PROVIDED BY ZION CHURCH BUILDERS.
- DIMENSIONS AS SHOWN ON PLAN ARE TO THE FACES OF UNFINISHED STUD WALLS AND TO THE STEEL LINE OF THE METAL BUILDING.
- ALL INTERIOR PARTITIONS ARE METAL STUDS - WALL TYPE "B", UNLESS NOTED OTHERWISE. - ALL EXTERIOR WALLS ARE 8" STEEL GIRTS, PREFINISHED METAL WALL PANELS - WALL TYPE "A", UNLESS OTHERWISE NOTED. ALL WOOD PLATES IN CONTACT WITH CONCRETE SLAB SHALL BE TREATED (CCA) WOOD.
- PROVIDE SOLID WOOD BLOCKING IN WALLS AS REQUIRED FOR INSTALLATION OF EQUIPMENT AND ACCESSORIES.
- USE 5/8" FIRE CODE WATER RESISTANT GYPSUM BOARD THROUGHOUT EXCEPT AS OTHERWISE SPECIFIED. SEE ROOM FINISH SCHEDULE SHEET.
- ALL EXTERIOR LANDINGS AT AN ACCESSIBLE MEANS OF EGRESS DOOR SHALL NOT SLOPE MORE THAN 1/4" PER FOOT AWAY FROM THE BUILDING.
- ALL DOOR THRESHOLDS AND STOOPS OR CHANGES IN FLOOR FINISHES SHALL PROVIDE A CHANGE IN VERTICAL RISE OF NO MORE THAN 1/2" MAXIMUM.
- CONTROLS, OPERATING MECHANISMS AND HARDWARE INTENDED FOR OPERATION BY THE OCCUPANT, INCLUDING SWITCHES THAT CONTROL LIGHTING AND VENTILATION AND ELECTRICAL CONVENIENCE OUTLETS, IN ACCESSIBLE SPACES, ALONG ACCESSIBLE ROUTES OR AS PART OF ACCESSIBLE ELEMENTS, SHALL BE ACCESSIBLE.



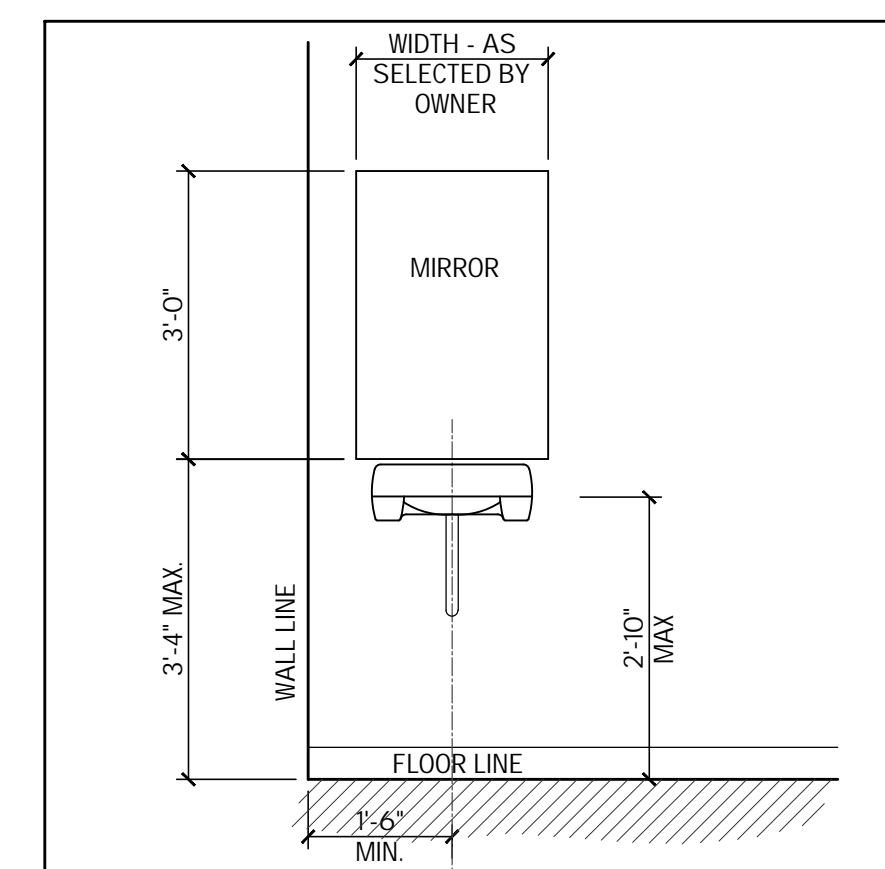
1 BUILDING C - FLOOR PLAN
A1 1/8" = 1'-0"



3 TYPICAL RESTROOMS
A1 1/4" = 1'-0"

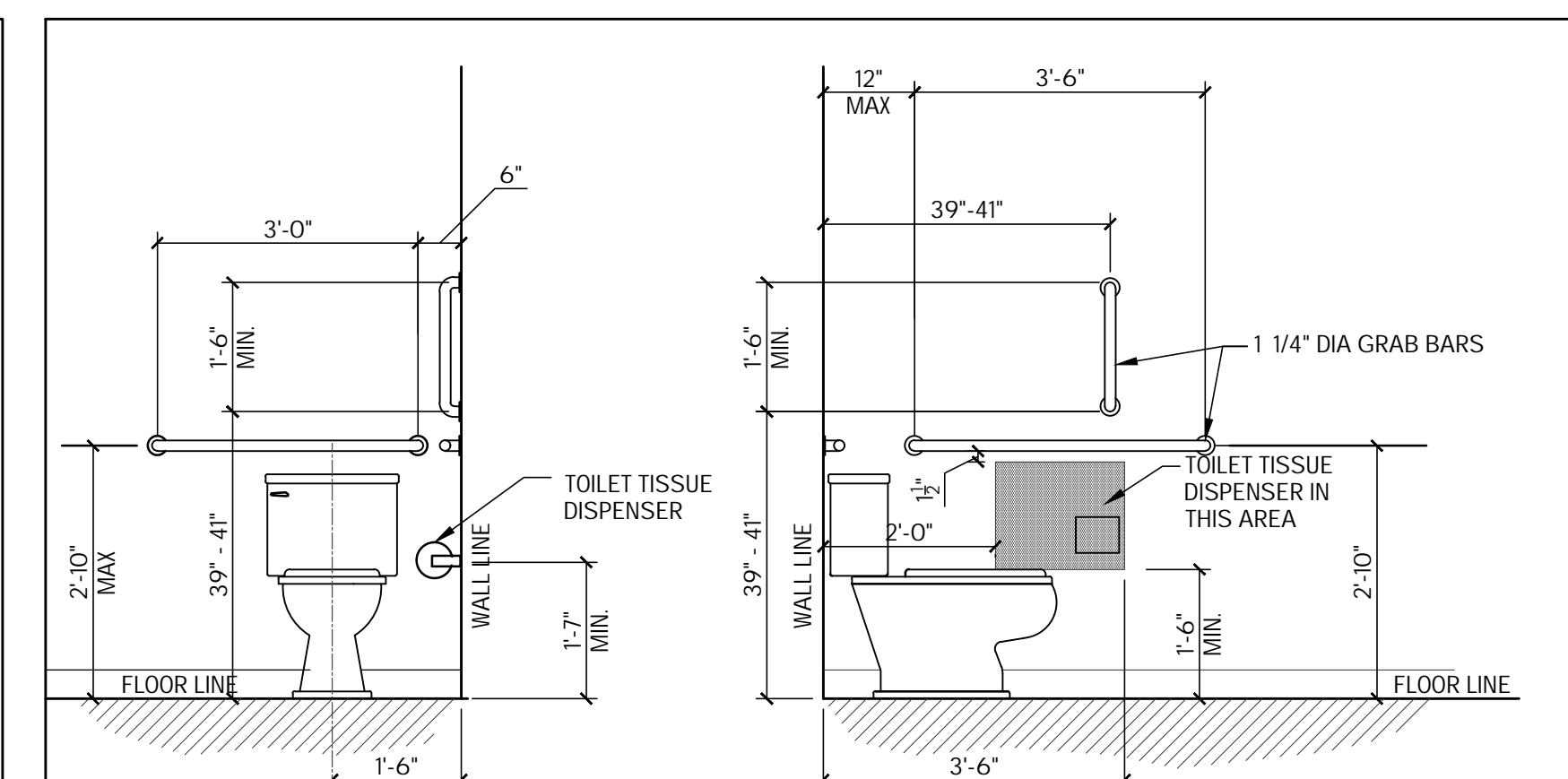
RESTROOM ACCESSORIES						
	DESCRIPTION	MFR.	MODEL NO.	MOUNTING HEIGHT	MARK	REMARKS
TH	TISSUE HOLDER	BOBRICK	B-2888	19" MIN. A.F.F. TO C.L. OF ROLL		
CH	COAT HOOK	BOBRICK	B-682	48" A.F.F. TO C.L.		
MIR	MIRROR	BY CHURCH	AS SELECTED	38" A.F.F. TO REFL. SURF.		ALL NECESSARY MOUNTING HARDWARE PROVIDED BY GLAZING SUPPLIER.
G.B.-1	GRAB BAR 1	BOBRICK	B-6806 x 36"	33" A.F.F. TO C.L.		
G.B.-2	GRAB BAR 2	BOBRICK	B-6806 x 42"	33" A.F.F. TO C.L.		
G.B.-3	GRAB BAR 3	BOBRICK	B-6806 x 18"	40" A.F.F. TO C.L.		
PTD1	TOWEL DISP./WASTE RECP.	BOBRICK	B-3944	38-48" TO TOWEL OPENING		
PTD2	TOWEL DISP.	BOBRICK	B-359	38-48" TO TOWEL OPENING		
BCT	BABY CHANGING TABLE	KOALA	KB200	33" A.F.F. TO C.L.		SEE DETAIL 7/A6
SND	SANITARY NAPKIN DISPOSAL	BOBRICK	B270	34" A.F.F. TO TOP OF UNIT		

NOTE: PROVIDE BACKUP SUPPORT AS REQUIRED FOR ALL RESTROOM ACCESSORIES.



- LAVATORY MOUNTING HEIGHT SHALL BE 34" MAXIMUM ABOVE FINISH FLOOR WITH EDGE. 27" MIN. KNEE SPACE BELOW LEADING EDGE.
- ALL DIMENSIONS ON THIS DIAGRAM ARE FROM THE FINISH SURFACE OF THE WALL (UNLESS INDICATED OTHERWISE).
- EXPOSED PIPING SHALL BE PROTECTED WITH TRIBURO INC. PIPE INSULATION KIT FOR PIPE, P TRAP AND BOTH VALVES.
- ALL FAUCETS SHALL BE OPERABLE WITH ONE HAND WITHOUT TIGHT PINCHING, TIGHT GRASPING OR TWISTING OF THE WRIST TO OPERATE PER ICC 117.1

5 WALL HUNG SINK DETAIL
A1 1/2" = 1'-0"



- WATER CLOSET FLUSH HANDLE SHALL BE ON THE OPEN SIDE (NOT WALL SIDE)
- BLOCKING FOR GRAB BARS: 2x6 MIN. MUST BE CAPABLE OF SUPPORTING A VERTICAL OR HORIZONTAL LOAD OF 250 POUNDS. PROVIDE BLOCKING FOR ALL TOILET ACCESSORIES.
- ALL DIMENSIONS ON THIS DIAGRAM ARE FROM THE FINISH SURFACE OF THE WALL (UNLESS INDICATED OTHERWISE).

4 H.C. TOILET DETAIL
A1 1/2" = 1'-0"



Daniel G. White, Architect
PO Box 695
8576 WEST FARM ROAD 76
WILLARD, MISSOURI 65781
DOWCREATIONS@GMAIL.COM
(417)425-9818

A PROJECT FOR:
ZION CHURCH BUILDERS, INC.
P.O. Box 218
MATTAWAN, MI 49071
(269)544-7211 • (269) 544-7216 FAX
EMAIL: ZIONCHURCHBUILDERS@GMAIL.COM

A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
FENTON, MICHIGAN
BUILDING C - FLOOR PLAN

No.	09NOV22
Date	

PROJECT NUMBER
21-08
ORIGINAL ISSUE DATE
06MAY22

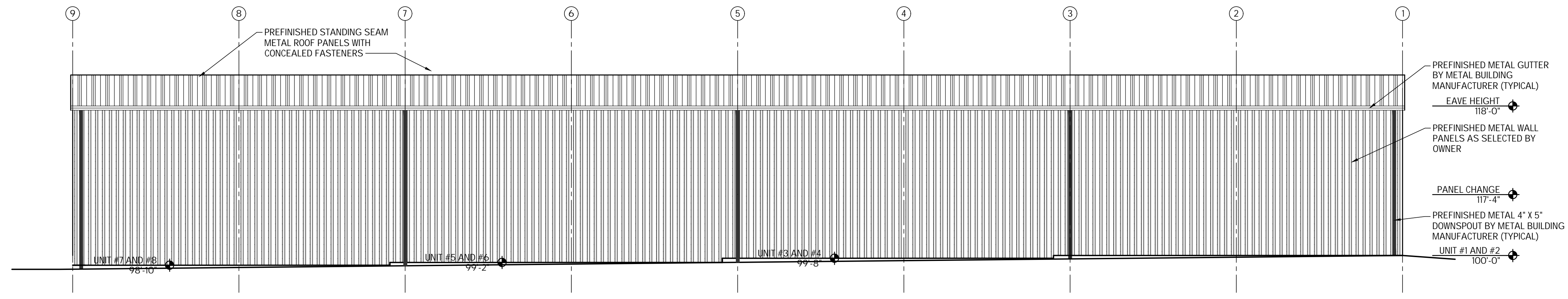
A1
© 2022 OF 7



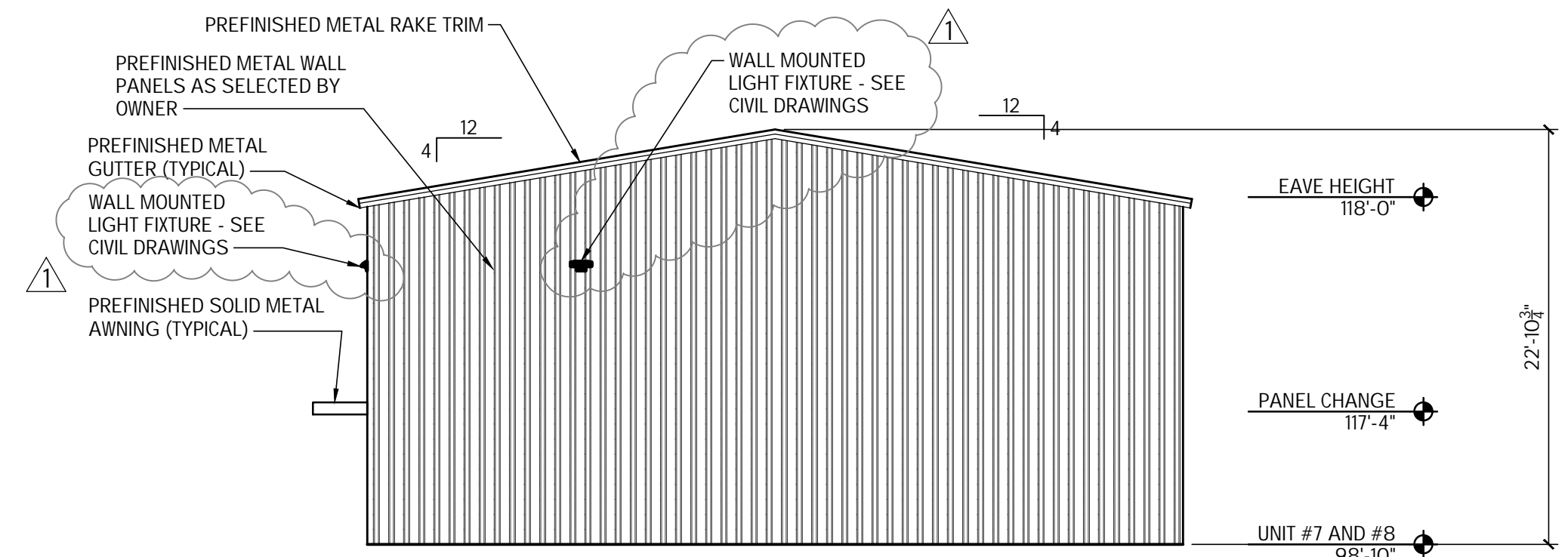
Daniel G. White, Architect
 PO Box 695
 8576 WEST FARM ROAD 76
 WILLARD, MISSOURI 65781
 (417)425-9818
 DOWCREATIONS@GMAIL.COM

A PROJECT FOR:
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 P.O. Box 218
 MATTAWAN, MI 49071
 (269)544-7211 • (269) 544-7216 FAX
 EMAIL: ZIONCHURCHBUILDERS@GMAIL.COM

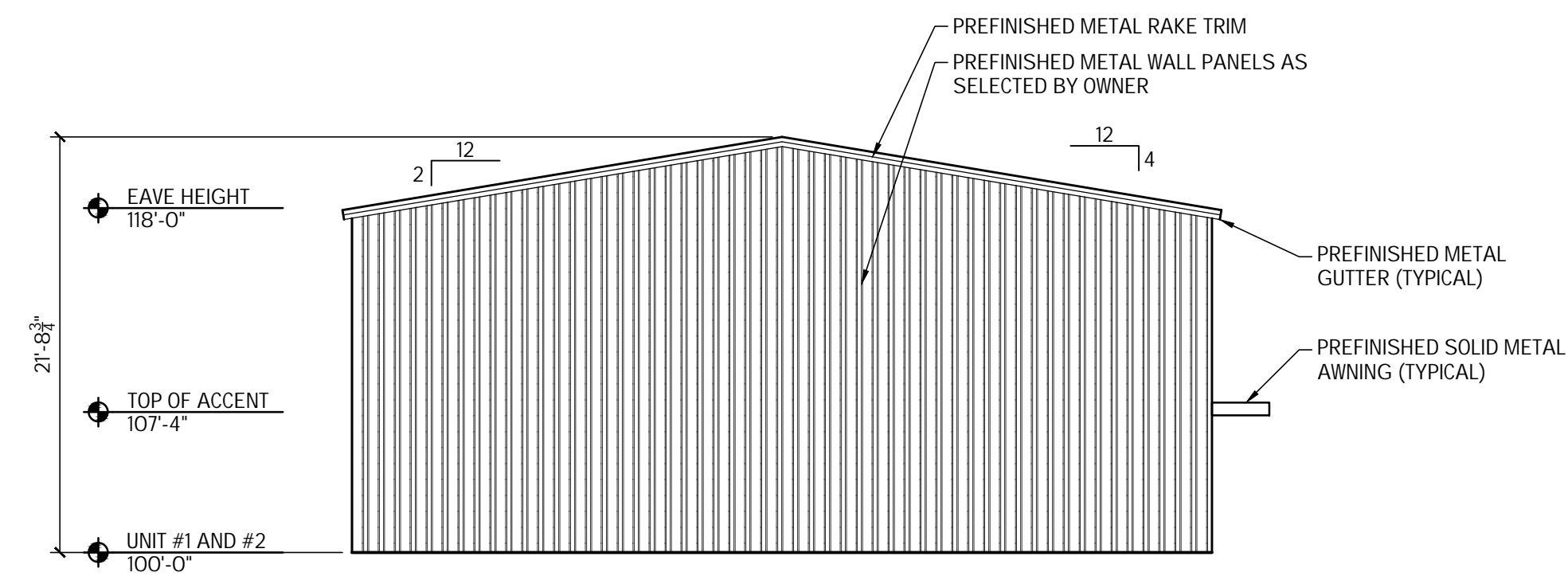
A NEW FACILITY FOR
STORAGE CONDO - BUILDING C
 FENTON, MICHIGAN
ELEVATIONS



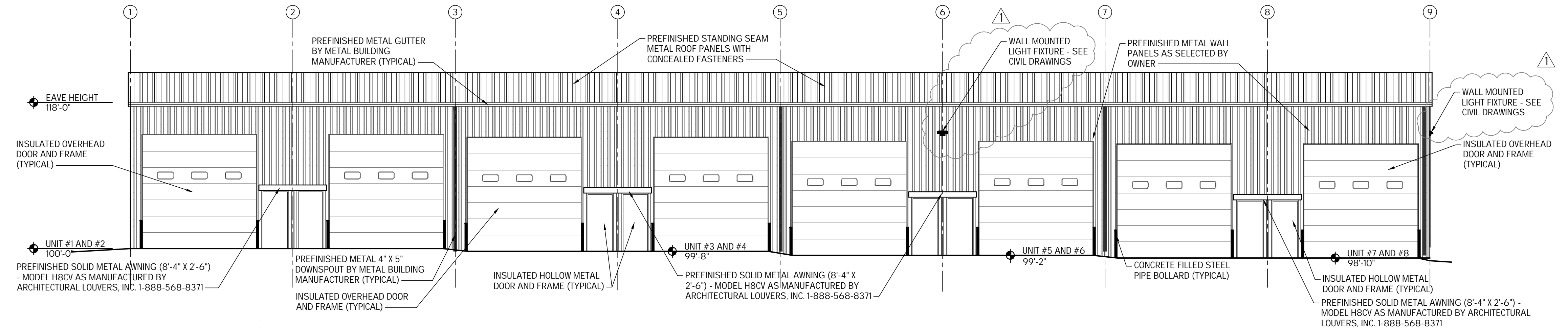
4 BUILDING C - NORTH ELEVATION
 A2 1/8" = 1'-0"



3 BUILDING C - EAST ELEVATION
 A2 1/8" = 1'-0"



2 BUILDING C - WEST ELEVATION
 A2 1/8" = 1'-0"



1 BUILDING C - SOUTH ELEVATION
 A2 1/8" = 1'-0"

No.	09NOV22
Date	
PROJECT NUMBER	21-08
ORIGINAL ISSUE DATE	06MAY22
A2	
© 2022	OF 7

RECEIVED

SEP 20 2021

TYRONE TOWNSHIP
PLANNING & ZONING

TYRONE TOWNSHIP
PLANNING COMMISSION REVIEW APPLICATION

Property Address / Location FAUSSETT + US-23 (OLO)	Parcel ID/Zoning District 4704-32-200-014
Property Owner(s) BRENDAN + STEPHANIE FOSTER	Telephone 248-379-4014
Street Address 10209 CARMER ROAD	Cell Phone
City FENTON State and Zip code MI 48430	FAX or E-Mail
Authorized Agent	Telephone
Street Address	Cell Phone
City	State and Zip Code

Type of Review:

- | | | |
|--|--|--|
| <input type="checkbox"/> Boundary Realignment | <input type="checkbox"/> Open Space Relocation | <input checked="" type="checkbox"/> Site Plan Review |
| <input type="checkbox"/> Concept Review | <input type="checkbox"/> Private Road/Shared Drive | <input type="checkbox"/> Site Visit |
| <input type="checkbox"/> Conditional Zoning | <input type="checkbox"/> Planned Unit Development | <input type="checkbox"/> Special Land Use |
| <input type="checkbox"/> Home Occupation | <input type="checkbox"/> Public Hearing | <input type="checkbox"/> Special Meeting |
| <input type="checkbox"/> Land Division | <input type="checkbox"/> Rezoning | <input type="checkbox"/> Subcommittee Meeting |
| <input type="checkbox"/> Open Space Preservation | <input type="checkbox"/> Site Condominium | <input type="checkbox"/> Subdivision Plat |
| <input type="checkbox"/> Other | | |

Project Description: *See attached*

Planning Commission applications should be filed with the Planning Commission Recording Secretary at least 14 days (21 days for land divisions/realignments) prior to review. Applications will not be scheduled for review until all information has been received. This Signature constitutes the applicant's acknowledgement of the application requirements and permission for site inspection by Tyrone Township representatives.

Signature of Owner(s) or Authorized Agent

Date 9/20/21	Tax Status OK per ID	Fees: 101-000000-607-006 CK# 2028 \$1400.00	Escrow: 701-000000-283- CK# 2027 \$2000.00
Received By: KC			

RECEIVED

SEP 20 2021

TYRONE TOWNSHIP
PLANNING & ZONING

Tyrone Township Escrow Agreement

This Escrow Agreement is for the cost of review, inspection and monitoring of the project of the Applicant. This includes, but not limited to:

- a) The cost of the review of applications for approvals and variances;
- b) Site Plan Reviews;
- c) Any Planning Commission meetings;
- d) Special meetings;
- e) Reviews by Township Attorney and preparation of appropriate approving resolutions or ordinances;
- f) Reviews by Township planner and/or engineer;
- g) Publications and notices of public hearings or meetings;
- h) Traffic studies;
- i) Environmental impact studies;
- j) Engineering Construction Reviews
- k) Zoning administrator inspections and involvement;
- l) Any other services or expenses relating to the application, inspection or monitoring processes incurred by the Township that are necessary and incident to the completion of the work or project.

Accordingly the Applicant shall pay, simultaneously with the execution of this Agreement, the sum of \$2,000 to be held in escrow by the Township to cover the aforementioned costs and expenses. The escrow deposits shall bear no interest.

If, during the project, the escrow balance falls below the amount necessary to complete the project, the Applicant shall make additional deposits sufficient to cover any deficit.

Any excess funds remaining in any escrow account after the project completion will be refunded to the Applicant less any administrative fees.

If the project costs and expenses exceed the amount remaining in the escrow after final project approval, the Township shall send the Applicant a statement for such additional costs. Until the Applicant pays for such costs, no further Township permits or approvals shall be issued.

TYRONE TOWNSHIP

By: Karie Carter

Its: Planning & Zoning Assistant

APPLICANT

BRENDAN FOSTER

B. Foster

TYRONE TOWNSHIP

Receipt: 114156

09/20/21

8420 RUNYAN LAKE RD
FENTON, MI 48430
810-629-8631
WWW.TYRONETOWNSHIP.US

Cashier: TDORSCH
Received Of: BENECOR INC

400 S FENWAY DR
FENTON MI 48430-2667

The sum of: 2,000.00

Payment for:
4704-32-200-014
ESCROW

BDINV 00018118

2,000.00

701-000.000-283.000

2,000.00

Total

2,000.00

TENDERED:

CHECKS

2027

2,000.00

Signed: _____

TYRONE TOWNSHIP

Receipt: 114155

09/20/21

8420 RUNYAN LAKE RD
FENTON, MI 48430
810-629-8631

WWW.TYRONETOWNSHIP.US

Payment for:
OCT. PC MEETING
4704-32-200-014

Cashier: TDORSCH
Received Of: BENECOR INC

400 S FENWAY DR
FENTON MI 48430-2667

The sum of: 1,400.00

BDINV 00018117

1,400.00

101-000.000-628.000

1,400.00

Total

1,400.00

TENDERED:

CHECKS

2028

1,400.00

Signed: _____

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BYLAWS

US23 STORAGE CONDOMINIUMS

ARTICLE I
ASSOCIATION OF CO-OWNERS

Section 1. The Association.

US23 Storage Condominiums, a storage unit condominium project located in Tyrone Township, Livingston County, Michigan, will be administered by an Association of Co-owners, which will be a nonprofit corporation, the US23 Storage Condominium Association (hereinafter the "Association"). The Association will be responsible for the management, maintenance, operation and administration of the Common Elements, property, easements and affairs of the Condominium, subject to and in accordance with the Master Deed, these Bylaws, the Articles of Incorporation, duly adopted Rules and Regulations of the Association (collectively referred to herein as the "Condominium Documents"), and the laws of the State of Michigan. All Co-owners and all persons using or entering upon or acquiring any interest in any Unit or the Common Elements will be subject to the provisions and terms set forth in the Condominium Documents.

Section 2. Purpose of Bylaws.

These Bylaws are designated as both the Condominium Bylaws, as required by the Condominium Act, MCL 559.101, et al., as amended, and the Corporate Bylaws as required by the Michigan Nonprofit Corporation Act, MCL 450.2101, et al., as amended. These Bylaws are intended to supersede any prior Bylaws.

ARTICLE II
ASSESSMENTS

The Association's levying of Assessments and collection of Assessments will be governed by the following provisions:

Section 1. Taxes and Assessments.

The Association will be assessed as the person or entity in possession of any tangible personal property of the Condominium owned or possessed in common by the Co-owners and personal property taxes based thereon will be treated as expenses of administration. Governmental special assessments and property taxes will be assessed against the individual Unit, notwithstanding any subsequent vacation of the Condominium. The levying of all property taxes and governmental special assessments will be assessed in accordance with MCL 559.231 of the Condominium Act, as amended.

Section 2. Expenses and Receipts of Administration.

All costs incurred by the Association in satisfaction of any liability arising within, caused by or in connection with the Common Elements or the administration of the Condominium will be expenses of administration, and all sums received as proceeds of, or pursuant to, any policy of insurance carried by the Association securing the interests of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium will be receipts of administration, within the meaning MCL 559.154(4) of the Condominium Act, as amended, except as modified by the specific assignment of responsibilities for costs contained in Article IV of the Master Deed.

Section 3. Determination of Assessments.

Assessments will be determined as follows:

A. Annual Budget and Annual Assessments.

The Board of Directors of the Association will establish an annual budget in advance for each fiscal year and such budget will project all expenses for the forthcoming year that may be required for the operation, management and maintenance of the Condominium. Any budget adopted will include an allocation to a reserve fund for maintenance, repairs and replacement of those Common Elements that must be replaced on a periodic basis, in accordance with Subsection D below. Upon adoption of an annual budget by the Board of Directors, copies of the budget will be delivered to each Co-owner and the Annual Assessment for the year will be established based upon that budget. The failure to deliver a copy of the budget to each Co-owner, or otherwise send a bill, coupon or invoice for assessments, will not affect or in any way diminish the liability of any Co-owner for any existing or future Assessments. Failure or delay of the Board of Directors to prepare or adopt a budget for any fiscal year, or to send a bill, coupon or invoice for assessments, will not constitute a waiver or release in any manner of a Co-owner's obligation to pay Assessments. In the absence of any annual budget or adjusted budget, each Co-owner will continue to pay each Assessment at the rate established for the previous fiscal year until notified of any change in the installment payment which will not be due until at least ten (10) days after a budget is adopted.

B. Additional Assessments.

The Board of Directors, in its sole discretion, will have the authority to increase the general Assessment or to levy Additional Assessments as it deems necessary. An Additional Assessment may only be levied for the following purposes:

- (i) to meet deficits incurred or anticipated because current Assessments are insufficient to pay the costs of operation and maintenance;
- (ii) to provide replacements of existing Common Elements;

- (iii) to provide additions to the Common Elements at a total annual cost not to exceed ten (10%) percent of the Association's annual operating budget from the prior fiscal year;
- (iv) to purchase a Unit upon foreclosure of the lien for Assessments described hereafter; or
- (v) for any emergencies.

The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

C. Special Assessments.

Special Assessments, in addition to those described in Subsections A and B above, may be levied by the Board of Directors as follows:

- (i) Except as may be provided by the Master Deed, common expenses associated with the maintenance, repair, renovation, restoration, or replacement of a Limited Common Element shall be specially assessed against the condominium unit to which that Limited Common Element was assigned at the time the expenses were incurred. If the Limited Common Element involved was assigned to more than 1 condominium unit, the expenses shall be specially assessed equally against each of the condominium units to which such Limited Common Element was assigned so that the total of the special assessments equals the total of the expenses, except to the extent that the Condominium Documents provide otherwise.
- (ii) Any other unusual common expenses benefiting less than all of the condominium units, or any expenses incurred as a result of the conduct of less than all those entitled to occupy the Condominium Project or by their licensees or invitees, shall be specially assessed against the condominium unit or condominium units involved, including, but not limited to, any sums owed by a Co-owner under the Condominium Documents, any previously unpaid proportionate share of expenses, irrespective of whether such proportionate share of expenses could have been assessed under any prior version of the Condominium Documents or any other contracts entered into between a Co-owner and the Association.
- (iii) Special Assessments for providing additions to the Common Elements at a total cost exceeding ten (10%) percent of the Association's annual operating budget from the prior fiscal year. Special Assessments as provided for by this Subsection will not be levied without the prior approval of a majority of all Co-owners entitled to vote.

The authority to levy Assessments pursuant to this Subsection is solely for the benefit of the Association and will not be enforceable by any creditors of the Association unless the Association voluntarily assigns the right to levy Assessments to any lender in connection with a voluntary loan transaction entered into by the Association.

D. Reserve Fund.

The Association shall maintain a reserve fund for major repairs and replacements of Common Elements, which, at a minimum, must be equal to ten percent (10%) of the Association's current annual budget on a noncumulative basis. The reserve must be funded at least annually from the proceeds of the regular Assessments set forth in Subsection A of this Section, but may be supplemented by Additional or Special Assessments. The Board of Directors will annually consider the needs of the Condominium to determine if a greater amount should be set aside in reserve or if additional reserve funds should be established for any other purposes. The Board may adopt such Rules and Regulations as it deems desirable with respect to type and manner of investment, funding of the reserves, disposition of reserves or any other matter concerning the reserve account(s).

Section 4. Apportionment of Assessments.

Unless otherwise provided in these Bylaws or in the Master Deed, all Assessments levied against the Units and Co-owners to cover expenses of management, administration and operation of the Condominium will be apportioned equally by the Co-owners in accordance with the Percentage of Value assigned to each Unit in Article VI of the Master Deed.

Section 5. Payment of Assessments and Penalty for Default.

Annual Assessments as determined in accordance with Article II, Section 3(A) above will be payable by Co-owners in twelve (12) equal monthly installments, or in such installments as may be provided by the Board in its sole discretion, commencing with acceptance of a deed to or a land contract vendee's interest in a Unit, or with the acquisition of fee simple title to a Unit by any other means. Additional and Special Assessments will be payable as stated in the notice announcing their levy. The Association, as the Board so determines, may establish one or more required or preferred method(s) of payment, such as ACH payments, of Assessments and other charges due the Association. If the Board establishes a preferred method(s) of payment, the Association may impose a surcharge or other fee for the use of non-preferred form(s) of payment, such as check, credit card, or cash.

The payment of an Assessment will be in default if such Assessment, or any part of the Assessment, is not paid to the Association in full on or before the due date for such payment, which will be the first (1st) day of each calendar month, or such other date as may be established by the Board of Directors. Assessments in default will bear interest at the highest rate allowed by law or seven percent (7%) per annum, whichever is lower, until paid in full. In addition, all Assessments, or installments, which remain unpaid as of ten (10) days after the due date based on the postmark date or date of electronic transmission if sent electronically, will incur a uniform late fee of twenty-five (\$25.00) dollars to compensate the Association for administrative costs incurred as a result of

the delinquency. The Board of Directors may revise the uniform late fees and may levy additional late fees for Special and Additional Assessments, pursuant to Article VI, Section 12 of these Bylaws without the necessity of amending these Bylaws. Once there is a delinquency in the payment of any installment of the Annual Assessments, the remaining unpaid installments of the Annual Assessment for that fiscal year may be automatically accelerated so that such unpaid installments are immediately due and payable. Each Co-owner, whether one or more persons, will be personally liable for the payment of all Assessments including, reasonable attorney's fees, costs, late fees and interest levied against their Unit while such Co-owner has an ownership interest in the Unit. Payments on account of installments of Assessments in default will be applied in the following order (from highest priority to least priority):

- (i) to costs of collection and enforcement of payment and/or enforcement of Condominium Documents, including reasonable attorney's fees;
- (ii) fines;
- (iii) late fees;
- (iv) interest; and then
- (v) to installments in default in order of their due dates.

A Co-owner transferring a Unit will not be entitled to any refund whatsoever from the Association with respect to any reserve account or other asset of the Association.

Section 6. Developer's Responsibility for Assessments.

The Developer of the Condominium, although a member of the Association, shall not be responsible at any time for payment of the Association assessments. Developer, however, shall at all times pay all expenses of maintaining the Units that it owns and a proportionate share of all current expenses of administration actually incurred by the Association from time to time, except expenses related to maintenance, repair, and use of the Units in the Project and other improvements constructed within or appurtenant to the Units that are not owned by Developer. For purposes of the foregoing sentence, Developer's proportionate share of such expenses shall be based upon the ratio of Units owned by Developer at the time the expense is incurred to the total number of Units then in the Project. In no event shall Developer be responsible for payment of any assessments for deferred maintenance, reserves for replacement, for capital improvements or other special assessments, except with respect to Units that are owned by Developer which are completed and occupied. Any assessments levied by the Association against Developer for other purposes, without Developer's prior written consent, shall be void and of no effect. In addition, Developer shall not be liable for any assessment levied in whole or in part to purchase any Unit from Developer or to finance any litigation or claims against Developer, any cost of investigating or preparing such litigation or claim or any similar or related costs.

Section 7. Waiver of Use or Abandonment of Unit.

No Co-owner is exempt from liability for contribution toward the expenses of management, maintenance, operation or administration by any of the following actions: 1) waiver of the use or enjoyment of any of the Common Elements, 2) by abandonment of the Co-owner's Unit, 3) because of uncompleted repair(s) 4) the failure of the Association to provide services and/or management to the Condominium or the Co-owner, or 5) for any other reason.

Section 8. Enforcement.

A. Statutory Lien.

Any sums assessed to a Co-owner that are unpaid, including, reasonable attorney's fees, costs, late fees, interest or advances made by the Association for taxes or other liens to protect its lien, constitute a lien upon the Unit or Units owned by the Co-owner at the time of the Assessment before other liens to the extent provided by law. The lien upon each Unit owned by the Co-owner will be in the amount assessed against the Unit, plus a proportionate share of the total of all other unpaid Assessments attributable to Units no longer owned by the Co-owner but which became due while the Co-owner had title to the Units. The lien may be foreclosed by judicial action or by advertisement by the Association.

B. Remedies.

In addition to any other remedies available to the Association, the Association may enforce the collection of delinquent Assessments by a lawsuit for a money judgment or by foreclosure of the statutory lien that secures payment of Assessments, or both. So long as the default continues, a Co-owner:

- i. may not withhold or escrow Assessments;
- ii. may not assert in an answer, or set-off to a complaint brought by the Association for nonpayment of Assessments, the fact that the Association or its agents have not provided services or management to a Co-owner in default;
- iii. will not be entitled to utilize any of the General Common Elements of the Condominium; and
- iv. will not be entitled to vote at any meeting of the Association so long as such default continues.

However, this provision will not operate to deprive any Co-owner of ingress or egress to and from their Unit. The Association may also discontinue the furnishing of any utilities or services to a Co-owner in default upon seven (7) days written notice to such Co-owner of its intention to do so. In a judicial foreclosure action, a receiver may be appointed to collect reasonable rent for the Unit from the Co-owner or any persons claiming under them, and if the Unit is not occupied by the Co-owner, to lease the Unit and collect and apply the rental as provided in this Article. The Association

may also assess fines for late payment or nonpayment of Assessments in accordance with the provisions of Article XVII of these Bylaws. All remedies will be cumulative and not alternative.

C. Foreclosure of Lien and Foreclosure Proceedings.

Each Co-owner, and every other person who has any interest in the Condominium, will be deemed to have granted to the Association the unqualified right to elect to foreclose the lien securing payment of Assessments, costs and expenses, either by judicial action or by advertisement. The provisions of Michigan law pertaining to foreclosure of mortgages by judicial action and by advertisement, and the provisions of MCL 559.208 of the Condominium Act, as amended, are incorporated by reference for the purposes of establishing the alternative procedures to be followed in lien foreclosure actions and the rights and obligation of the parties to such actions. Further, each Co-owner and every other person who has any interest in the Condominium, will be deemed to have authorized the Association to sell or to cause to be sold the Unit and Improvements with respect to which Assessments are delinquent and to receive, hold and distribute the proceeds of such sale in accordance with the priorities established by applicable law. Each Co-owner acknowledges that at the time of acquiring title to such Unit, they were notified of the provisions of this Section, and that they voluntarily, intelligently and knowingly waived notice of any proceedings brought by the Association to foreclose by advertisement the lien for nonpayment of Assessments and a hearing on the same prior to the sale of the subject Unit. The Association, acting on behalf of all Co-owners, may bid at the foreclosure sale and acquire, hold, lease, mortgage or convey the Unit sold.

D. Notice of Action.

The Association may not commence a judicial foreclosure action nor publish any notice of foreclosure by advertisement until the expiration of ten (10) days after mailing by first class mail, postage prepaid, addressed to the delinquent Co-owner(s) at their last known address, of a written notice that an Assessment levied against the pertinent Unit is or are delinquent and that the Association may invoke any of its remedies hereunder if the default is not cured within ten (10) days after the date of mailing. Such written notice will be accompanied by a written affidavit of an authorized representative of the Association that sets forth (i) the affiant's capacity to make the affidavit, (ii) the statutory and other authority for the lien, (iii) the amount outstanding (exclusive of interest, costs, attorney's fees and future Assessments), (iv) the legal description of the subject Unit(s), and (v) the name(s) of the Co-owner(s) of record. Such affidavit will be recorded in the Office of the Register of Deeds in the County in which the Condominium is located prior to the commencement of any foreclosure proceeding, but it need not have been recorded as of the date of mailing. If the delinquency is not cured within the ten (10) day period, the Association may take such remedial action as may be available to it under the Condominium Documents or under Michigan law.

E. Expenses of Collection.

All expenses incurred in collecting unpaid Assessments or enforcing the Condominium Documents will be chargeable to the Co-owner in default and will be secured by the lien on the Co-owner's Unit. Expenses include, but are not limited to:

- i. interest;
- ii. fines;
- iii. late fees;
- iv. costs;
- v. reasonable attorney's fees not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the Co-owner, whether delinquent or not, or probate or estate matters, including monitoring any payments made by the bankruptcy trustee or the probate court or estate to pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any court action or other proceeding filed by the Co-owner; and
- vi. advances for taxes or other liens or costs paid by the Association to protect its lien.

In the event of a foreclosure sale by the Association, the Co-owner will be liable for Assessments chargeable to the foreclosed Unit that become due before the expiration of the redemption period.

Section 9. Liability of Mortgagee.

The holder of any first mortgage of record covering any Unit in the Condominium, or its successors and assigns, who obtains title to the Unit pursuant to the foreclosure remedies provided in a mortgage, will take the property free of any claims for unpaid Assessments or charges against the mortgaged Unit which became due prior to the date of the foreclosure sale. This provision does not apply to past due claims evidenced by a Notice of Lien recorded prior to the recordation of the first mortgage.

Section 10. Unpaid Assessments Due on Sale of Unit.

Upon the sale or conveyance of a Unit, any unpaid Assessments, including interest, late fees, fines, costs and reasonable attorney's fees against a Unit will be paid out of the net proceeds of the sale price or by the purchaser in preference over any other Assessments or charges of whatever nature except (a) amounts due a federal taxing authority, or the State of Michigan or any subdivision of the State of Michigan for taxes or Special Assessments due and unpaid and (b) payments due under first mortgages having priority to the unpaid Assessments.

Section 11. Written Statement of Unpaid Assessments.

A purchaser of a Unit is entitled to a written statement from the Association setting forth the amount of unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees outstanding against the Unit. The purchaser is not liable for any unpaid Assessments, interest, late fees, fines, costs and reasonable attorney's fees in excess of the amount set forth in such written statement, nor will the Unit be subject to any lien for any amounts in excess of the amount set forth in the written statement. Any purchaser or grantee who fails to request a written statement from the Association as provided herein at least five (5) days before the conveyance will be liable for any unpaid Assessments against the Unit, together with interest, late fees, fines, costs and

reasonable attorney's fees incurred in connection with the collection of such Assessments. The Association may charge such amounts for preparation of such a statement as the Association will, in its discretion, determine.

Section 12. **Construction Liens.**

Construction liens attaching to any portion of the Condominium will be subject to the following limitations and MCL 559.232 of the Condominium Act:

A. Except as provided herein, a construction lien for work performed upon a Unit or upon a Limited Common Element may attach only to the Unit upon which the work was performed.

B. A construction lien for work authorized by the Association may attach to each Unit only to the proportionate extent that the Co-owner of the Unit is required to contribute to the expenses of administration as provided by the Condominium Documents.

C. A construction lien may not arise or attach to a Unit for work performed on the Common Elements not contracted for by the Association.

ARTICLE III
ALTERNATIVE DISPUTE RESOLUTION

Section 1. **Arbitration.**

Disputes, claims or grievances arising out of or relating to the interpretation or the application of the Condominium Documents, or any disputes, claims or grievances arising among or between Co-owners, or between a Co-owner or Co-owners and the Association will, upon the election and written consent of the parties to any such disputes, claims or grievances and written notice to the Association, if applicable, be submitted to arbitration under the procedures set forth in the Uniform Arbitration Act. The parties will accept the arbitrator's decision as binding. The Commercial Arbitration Rules of the American Arbitration Association, as amended, will be applicable to any such arbitration.

Section 2. **Right to Judicial Action.**

In the absence of the election and written consent of the parties pursuant to Section 1 above, no Co-owner or the Association will be precluded from petitioning the courts to resolve any such disputes, claims or grievances.

Section 3. **Effect of Election to Arbitrate.**

Election by the parties to submit any such dispute, claim or grievance to arbitration will preclude such parties from litigating such dispute, claim or grievance in the Courts.

Section 4. **Mediation.**

The Association may, but is not obligated to, take enforcement action when a dispute under the Condominium Documents is solely a dispute between Co-owners involving an alleged nuisance or offensive behavior, not involving damage to the Common Elements and not involving a violation of the Association's architectural or maintenance standards. In any dispute between Co-owners, such Co-owners must first work in good faith with each other to resolve their differences before the complaining Co-owner reports an alleged violation of the Condominium Documents to the Association. A Co-owner's complaint to the Association about another Co-owner must: (a) be in writing; (b) give as much detail as possible concerning the dispute; (c) provide specific information about what informal efforts to resolve the matter were undertaken by the complaining Co-owner; and (d) provide the name, address, phone number(s), and email address(es) of the complaining Co-owner. In instances involving a dispute between two or more Co-owners that has been presented to the Association, the Association may compel the disputing Co-owners to first attempt to mediate the dispute before considering any other action. All compelled mediation will be conducted by qualified outside mediators at the expense of the disputing Co-owners. In all other instances, mediation will be totally voluntary and upon agreement of the disputing parties.

Section 5. **Judicial Claims and Actions.**

Actions on behalf of and against the Co-owners shall be brought in the name of the Association. Subject to the express limitations on actions in these Bylaws and in the Association's Articles of Incorporation, the Association may assert, defend or settle claims on behalf of all Co-owners in connection with the Common Elements of the Condominium. As provided in the Articles of Incorporation, the commencement of any civil action (other than one to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners, and shall be governed by the requirements of this Section. The requirements of this Section will ensure that the Co-owners are fully informed regarding the prospects and likely costs of any civil action the Association proposed to engage in, as well as the ongoing status of any civil actions actually filed by the Association. These requirements are imposed in order to reduce both the cost of litigation and the risk of improvident litigation, and in order to avoid the waste of the Association's assets in litigation where reasonable and prudent alternatives to the litigation exist. Each Co-owner shall have standing to sue to enforce the requirements of this Section. The Developer shall be entitled to enforce the provisions of this Article, regardless of whether the Developer owns any Units. The following procedures and requirements apply to the Association's commencement of any civil action other than an action to enforce these Bylaws or to collect delinquent assessments:

A. Board of Director's Recommendation to Co-owners. The Association's Board of Directors shall be responsible in the first instance for recommending to the Co-owners that a civil action be filed, and supervising and directing any civil actions that are filed.

B. Litigation Evaluation Meeting. Before an attorney is engaged for purposes of filing a civil action on behalf of the Association, the Board of Directors shall call a

special meeting of the Co-owners (“litigation evaluation meeting”) for the express purposes of evaluating the merits of the proposed civil action. The written notice to the Co-owners of the date, time and place of the litigation evaluation meeting shall be sent to all Co-owners not less than twenty (20) days before the date of the meeting and shall include the following information:

- i. A certified resolution of the Board of Directors setting forth in detail the concerns of the Board of Directors giving rise to the need to file a civil action and further certifying that:
 - a. it is in the best interests of the Association to file a lawsuit;
 - b. that at least one member of the Board of Directors has personally made a good faith effort to negotiate a settlement with the putative defendant(s) on behalf of the Association, without success;
 - c. litigation is the only prudent, feasible and reasonable alternative; and
 - d. the Board of Directors’ proposed attorney for the civil action is of the written opinion that litigation is the Association's most reasonable and prudent alternative.
- ii. A written summary of the relevant experience of the attorney (“litigation attorney”) the Board of Directors recommends be retained to represent the Association in the proposed civil action, including the number of years the litigation attorney has practiced law.
- iii. The litigation attorney’s written estimate of the amount of the Association’s likely recovery in the proposed lawsuit, net of legal fees, court costs, expert witness fees and all other expenses expected to be incurred in the litigation.
- iv. The litigation attorney’s written estimate of the cost of the civil action through a trial on the merits of the case (“total estimated cost”). The total estimated cost of the civil action shall include the litigation attorney’s expected fees, court costs, expert witness fees, and all other expenses expected to be incurred in the civil action.
- v. The litigation attorney’s proposed written fee agreement.
- vi. The amount to be specially assessed against each Unit in the Condominium to fund the estimated cost of the civil action both in total and on a monthly per Unit basis, as required by this Section.

C. Independent Expert Opinion. If the lawsuit relates to the condition of any of the Common Elements of the Condominium, the Board of Directors shall obtain a written independent expert opinion as to reasonable and practical alternative approaches to repairing the problems with the Common Elements, which shall set forth the estimated costs and expected viability of each alternative. In obtaining the independent expert opinion required by the preceding sentence, the Board of Directors shall conduct its own investigation as to the qualifications of any expert and shall not retain any expert recommended by the litigation attorney or any other attorney with whom the Board of Directors consults. The purpose of the independent expert opinion is to avoid any potential confusion regarding the condition of the Common Elements that might be created by a report prepared as an instrument of advocacy for use in a civil action. The independent expert opinion will ensure that the Co-owners have a realistic appraisal of the condition of the Common Elements, the likely cost of repairs to or replacement of the same, and the reasonable and prudent repair and replacement alternatives. The independent expert opinion shall be sent to all Co-owners with the written notice of the litigation evaluation meeting.

D. Fee Agreement with Litigation Attorney. The Association shall have a written fee agreement with the litigation attorney and any other attorney retained to handle the proposed civil action. The Association shall not enter into any fee agreement that is a combination of the retained attorney's hourly rate and a contingent fee arrangement unless the existence of the agreement is disclosed to the Co-owners in the text of the Association's written notice to the Co-owners of the litigation evaluation meeting.

E. Co-owner Vote Required. At the litigation evaluation meeting the Co-owners shall vote on whether to authorize the Board of Directors to proceed with the proposed civil action and whether the matter should be handled by the litigation attorney. The commencement of any civil action by the Association (other than a suit to enforce these Bylaws or collect delinquent assessments) shall require the approval of a majority in number and in value of the Co-owners. Any proxies to be voted at the litigation evaluation meeting must be signed at least seven (7) days prior to the litigation evaluation meeting.

F. Litigation Special Assessment. All legal fees incurred in pursuit of any civil action that is subject to this Section shall be paid by special assessment of the Co-owners of the Association ("litigation special assessment"). General assessments shall not be used to pay fees and expenses incurred in pursuit of any civil action subject to this Article. The litigation special assessment shall be approved at the litigation evaluation meeting (or at any subsequent duly called and noticed meeting) by 60% of all Co-owners of the Association in the amount of the estimated total cost of the civil action. If the litigation attorney proposed by the Board of Directors is not retained, the litigation special assessment shall be in an amount equal to the retained attorney's estimated total cost of the civil action, as estimated by the attorney actually retained by the Association. The litigation special assessment shall be apportioned to the Co-owners in accordance with their respective percentage of value interests in the Condominium and shall be collected from the Co-owners on a monthly basis. The total amount of the litigation special assessment shall be collected monthly over a period not to exceed twenty-four (24) months.

G. Attorney's Written Report. During the course of any civil action authorized by the Co-owners pursuant to this Section, the retained attorney shall submit a written report ("attorney's written report") to the Board of Directors every thirty (30) days setting forth:

- i. The attorney's fees, the fees of any experts retained by the attorney, and all other costs of the litigation during the thirty (30) day period immediately preceding the date of the attorney's written report ("reporting period").
- ii. All actions taken in the civil action during the reporting period, together with copies of all pleadings, court papers and correspondence filed with the court or sent to opposing counsel during the reporting period.
- iii. A detailed description of all discussions with opposing counsel during the reporting period, written and oral, including, but not limited to, settlement discussions.
- iv. The costs incurred in the civil action through the date of the written report, as compared to the attorney's estimated total cost of the civil action.
- v. Whether the originally estimated total cost of the civil action remains accurate.

H. Monthly Board Meetings. The Board of Directors shall meet monthly during the course of any civil action to discuss and review:

- i. The status of the litigation.
- ii. The status of settlement efforts, if any.
- iii. The attorney's written report.

I. Changes in the Litigation Special Assessment. If, at any time, during the course of a civil action, the Board of Directors determines that the originally estimated total cost of the civil action or any revision thereof is inaccurate, the Board of Directors shall immediately prepare a revised estimate of the total cost of the civil action. If the revised estimate exceeds the litigation special assessment previously approved by the Co-owners, the Board of Directors shall call a special meeting of the Co-owners to review the status of the litigation, and to allow the Co-owners to vote on whether to continue the civil action and increase the litigation special assessment. The meeting shall have the same quorum and voting requirements as a litigation evaluation meeting.

J. Disclosure of Litigation Expenses. The attorneys' fees, court costs, expert witness fees and all other expenses of any civil action filed by the Association ("litigation expenses") shall be fully disclosed to Co-Owners in the Association's annual budget. The litigation expenses for each civil action filed by the Association shall be listed as a separate line item captioned "litigation expenses" in the Association's annual budget.

ARTICLE IV **INSURANCE**

Section 1. **Extent of Coverage.**

The Association will carry 1) fire and extended coverage insurance, 2) vandalism and malicious mischief insurance 3) liability insurance, with minimum coverage of not less than \$1,000,000.00 per occurrence, 4) workmen's compensation insurance, if the Association is required to carry such insurance under the Michigan Workers' Disability Compensation Act, MCL 418.101, et seq. 5) Fidelity Bond coverage in an amount no less than a sum equal to three months aggregate Assessments on all Units plus reserve funds on hand, such Fidelity Bond insurance to cover all officers, Directors and employees of the Association and for all other persons, including any management agent, handling or responsible for any monies received by or payable to the Association (it being understood that if the management agent or others cannot be added to the Association's coverage, they will be responsible for obtaining the same type and amount of coverage on their own before handling an Association funds), 6) Directors and Officers Liability coverage, and 7) such other insurance as the Board of Directors deems advisable, including but not limited to umbrella insurance, and all such insurance will be carried and administered in accordance with the following provisions:

A. **Responsibilities of Association.**

All such insurance will be purchased by the Association for the benefit of the Association, the Co-owners and their mortgagees, as their interests may appear and provision will be made for the issuance of certificates of mortgagee endorsements to the mortgagees of Co-owners.

B. **Responsibilities of Co-Owners.**

It will be each Co-owner's responsibility to obtain insurance coverage for the Co-owner's Unit and all appurtenant Limited Common Elements for which the Co-owner bears maintenance, repair and/or replacement responsibility including, but not limited to, the following: 1) the interior of the Unit and all Common Elements within the Unit and the Limited Common Elements appurtenant to the Unit, all fixtures, equipment and trim within a Unit, 2) personal property located within a Unit or elsewhere in the Condominium, as well as for all improvements and betterments to the Unit and Limited Common Elements and for personal liability and property damage for occurrences within a Unit or upon Limited Common Elements appurtenant to a Unit for which the Co-owner is responsible pursuant to Article IV of the Master Deed, 3) for any alternative living expenses in event of fire or other casualty and 4) for any common element modifications that are approved by the Association to the extent that the written common element modification agreement so provides. The Association will have no responsibility for obtaining such coverage.

It will be each Co-owner's responsibility to determine by personal investigation or by consultation with the Co-owner's insurance advisor whether the Co-owner's insurance will be adequate in type and amount to recompense the Co-owner for all foreseeable losses and liability risks. Each Co-owner will deliver certificates of insurance to the Association to evidence the continued existence of all insurance required to be maintained by the Co-owner and the Association may require such certificates of insurance at its discretion. If a Co-owner fails to obtain the above described insurance or to provide evidence of insurance coverage to the Association, then the Association may, but is not required to, obtain such insurance on behalf of such Co-owner and the premiums will constitute a lien against the Co-owner's Unit which may be collected from the Co-owner in the same manner that Association Assessments may be collected in accordance with Article II above.

C. Insuring of Common Elements.

All Common Elements of the Condominium, including the building and all structural components of the building, will be insured by the Association or Co-owners, as the case may be, according to the responsibilities assigned in Article IV of the Master Deed, against fire and other perils covered by a standard extended coverage endorsement, in an amount equal to 100% of the current replacement cost of the insurable Improvements, excluding foundation and excavation costs, as determined annually by the Board of Directors of the Association. Such coverage may also include as secondary coverage, structural or load-bearing interior walls within any Unit. If the Association elects to include such items under its insurance coverage, any additional premium cost to the Association may be assessed to and paid by said Co-owner(s) and collected as a part of the Common Elements against said Co-owners under Article II of these Bylaws.

D. Proceeds of Insurance Policies.

Proceeds of all the Association's insurance policies will be received by the Association and distributed to the Association, the Co-owners and their mortgagees as their interests may appear. Whenever repair or reconstruction of the Condominium will be required as provided in Article V of these Bylaws, the proceeds of any insurance received by the Association as a result of any loss requiring repair or reconstruction will be applied for such repair or reconstruction, and in no event will hazard insurance proceeds be used for any purpose other than for repair, replacement or reconstruction of the Condominium without the prior written approval of a majority of all of the institutional holders of first mortgages on Units in the Condominium.

E. Determination of Primary Carrier.

In situations where there are overlapping coverages under policies carried by the Association and one or more Co-owner(s), the provisions of this Subsection will control in determining the primary carrier.

(i). Cases of Property Damage

In cases of property damage to the Unit and its contents, or any other Unit, Limited Common Element or other element or property for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master

Deed including Improvements and betterments, or incidental or consequential damages to any other Unit resulting from an item, element or occurrence for which the Co-owner is assigned responsibility in Article IV of the Master Deed, the Co-owner's policy/carrier will be deemed to be the primary carrier.

In cases of property damage to the General Common Elements or a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed, the Association's policy/carrier will be deemed to be the primary carrier.

(ii). Cases of Liability for Personal Injury or Other Occurrences

In cases of liability for personal injury or otherwise, or occurrences in/on the Unit or in/upon a Limited Common Element for which the Co-owner is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed including Improvements and betterments, the Co-owner's policy/carrier will be deemed to be the primary carrier.

In cases of liability for personal injury or otherwise, for occurrences in/on the General Common Elements or in/upon a Limited Common Element for which the Association is assigned responsibility for maintenance, repair and replacement pursuant to the provisions of Article IV of the Master Deed including Improvements and betterments, the Association's policy/carrier will be deemed to be the primary carrier.

(iii). Association's Liability

In all cases where the Association's policy/carrier is not deemed the primary policy/carrier, if the Association's policy/carrier contributes to payment of the loss, the Association's liability to the Co-owner will be limited to the amount of the insurance proceeds, and will not in any event require or result in the Association paying or being responsible for any deductible amount under its policies. In cases where the Co-owner's policy is deemed primary for the purpose of covering losses where the damage is incidental or caused by a General Common Element or any repair or replacement of same, the insurance carrier of the Co-owner will have no right of subrogation against the Association or its carrier.

Section 2. Association as Attorney-in-Fact to Settle Insurance Claims.

Each Co-owner will be deemed to appoint the Association as the Co-owner's true and lawful attorney-in-fact to act in connection with all insurance matters relating to the Condominium, the Co-owner's Unit and the Common Elements. Without limiting the foregoing, the Association, as said attorney, will have full authority to purchase and maintain such insurance, to collect and remit premiums, to collect proceeds and to distribute the same to the Association, the Co-owners and respective mortgagees, as their interests may appear subject to the Condominium Documents, to execute releases of liability and to execute all documents and to do all things on behalf of such Co-owner and the Condominium as will be necessary or convenient to accomplish the foregoing.

Section 3. **Indemnification.**

Each individual Co-owner will indemnify and hold harmless every other Co-owner, the Developer, and the Association for all damages and costs, including attorney's fees, which such other Co-owners or the Association may suffer as a result of defending any claim arising out of an occurrence for which the individual Co-owner is required to carry coverage pursuant to this Article and will carry insurance to secure this indemnity if so required by the Association. This Section will not be construed to give any insurer any subrogation right or other right or claim against any individual Co-owner.

Section 4. **Expenditures Affecting the Administration of the Project.**

Expenditures affecting the administration of the Condominium project will include costs incurred in the satisfaction of any liability arising within, caused by or connected with the Common Elements or the administration of the Condominium project. Receipts affecting the administration of the Condominium project will include all sums received as proceeds of or pursuant to a policy of insurance securing the interest of the Co-owners against liabilities or losses arising within, caused by or connected with the Common Elements or the administration of the Condominium project.

ARTICLE V

RECONSTRUCTION OR REPAIR IN CASE OF INSURED CASUALTY

Section 1. **Determination of Reconstruction or Repair.**

This Article will apply to damage that is caused by casualty or another insurable event. Any other situations involving maintenance, repair and replacement will be governed by the allocation of responsibilities contained in Article IV of the Master Deed. If the damaged property is a Common Element or a Unit, the property will be rebuilt or repaired if any Unit in the Condominium is tenantable, unless it is determined by the affirmative vote of eighty percent (80%) of the Co-owners, in value, that are entitled to vote in the Condominium and the Developer that the Condominium will be terminated, and not less than sixty-six and two-thirds (66 2/3%) percent of the institutional holders of a first mortgage lien on any Unit in the Condominium has given prior written approval of such termination.

Section 2. **Repair and Reconstruction to Condition Existing Prior to Damage.**

Any reconstruction or repair will be substantially in accordance with the Master Deed and the plans and specifications for the Condominium to a condition as comparable as possible to the condition existing prior to damage unless the Condominium Documents are amended in accordance with the Michigan Condominium Act, MCL 559.101, et seq.

Section 3. Co-owner Responsibility for Reconstruction or Repair.

A. Definition of Responsibility.

If the damage is only to personal property, a Unit, part of a Unit or a Common Element which is the responsibility of a Co-owner to maintain, repair or insure, it will be the responsibility of the Co-owner to promptly repair such damage in accordance with Subsection B below.

B. Co-owner Responsibility.

Regardless of the cause or nature of any damage or deterioration, including, but not limited to, instances in which the damage or deterioration is incidental to or caused by:

- (i) a Common Element for which the Association is responsible pursuant to Article IV of the Master Deed;
- (ii) the maintenance, repair or replacement of any such Common Element;
- (iii) the Co-owner's, occupant(s) or invitee(s) own actions or any failure of the Co-owner, occupant, or invitee to take appropriate preventive action; or
- (iv) the malfunction of any appliance, equipment or fixture located within or serving the Unit;

the Co-owner of the Unit will promptly repair or replace the damage to their Unit, personal property or to a Limited Common Element for which the Co-owner is responsible for maintaining or insuring under the Condominium Documents. If another Co-owner is responsible for the costs of repair or replacement under the Condominium Documents then the Co-owner making the repair or replacement may seek indemnification from the responsible Co-owner. A Co-owner who desires to make a structural repair or modification to their Unit must first obtain written consent of the Association.

Each Co-owner will be responsible for the cost of repair, reconstruction and maintenance of all items for which the Co-owner is assigned such responsibility under the Condominium Documents. If any damage to the Common Elements is the responsibility of the Association's insurance carrier pursuant to the provisions of Article IV, then the reconstruction or repair of the same will be the responsibility of the Association in accordance with Section 4 of this Article, although the responsibility for costs will be allocated in accordance with the provisions of this Section 3 and Section 4 below. If any interior portion of a Unit is covered by insurance held by the Association for the benefit of the Co-owner and the carrier of such insurance is responsible for paying a claim pursuant to the provisions of Article IV, Section 1(E), the Co-owner will be entitled to receive the related proceeds of insurance, only in the absence of Co-owner coverage, but the Co-owner will be responsible for any deductible amount, and if there is a mortgagee endorsement, the proceeds will be payable to the Co-owner and the mortgagee jointly, to be used solely for the necessary repairs.

Section 4. **Association Responsibility for Reconstruction or Repair.**

Subject to the responsibility of the individual Co-owners as outlined above and other provisions of the Condominium Documents, the Association will be responsible for the reconstruction and repair of the General Common Elements. Immediately after a casualty causing damage to property for which the Association has the responsibility of maintenance, repair or reconstruction, the Association will obtain reliable and detailed estimates of the cost to place the damaged property in a condition as good as that existing before the damage. If the proceeds of insurance are not sufficient to defray the estimated costs of reconstruction or repair required to be performed by the Association, or if any time during such reconstruction or repair, or upon completion of such reconstruction or repair, the funds for the payment of the costs are insufficient, Assessments will be made against the Co-owners who are responsible for the costs of reconstruction or repair of the damaged property as provided in the Condominium Documents in sufficient amounts to provide funds to pay the estimated or actual costs of repair. The Association will not be responsible for incidental damage caused by a General Common Element to any person, personal property, Limited Common Element and/or a Unit, unless such damage is covered by insurance carried by the Association. If the damage is covered by insurance carried by the Association, the Association's liability is limited to the amount of the insurance proceeds that it collects. If the incidental damage is also covered by insurance carried by a Co-Owner, the Association will not be liable for any incidental damage and the insurance carrier of the Co-Owner will not have a right of subrogation against the Association. The Association's liability for incidental damage will not exceed One Thousand Dollars (\$1,000.00) per occurrence, irrespective of whether the damage is covered by insurance carried by the Association.

Section 5. **Timing.**

If damage to Common Elements or a Unit adversely affects the appearance of the Condominium, the Association or Co-owner responsible for the reconstruction, repair and maintenance will proceed with the replacement or repair of the damaged property without delay.

Section 6. **Responsibility for Amounts within Insurance Deductible or Otherwise Uninsured.**

The cost of repairing damage to any portion of the Condominium Premises which is uninsured or within the limits of any applicable insurance deductible will be paid by the responsible Co-owner whenever the damage is a result of a failure to observe or perform any requirement of the Condominium Documents, or any negligent or intentional action or omission.

By way of example, uninsured damage to the Condominium Premises which results from negligent smoking within a Co-owner's Unit or from a Co-owner's failure to maintain the furnace or a plumbing fixture serving their Unit in good working order or repair, will be the responsibility of that Co-owner.

Section 7. **Indemnification.**

Each Co-owner shall indemnify and hold harmless the Association and every other Co-owner for all damages and costs, including, without limitation, reasonable attorney's fees, which the Association or such other Co-owner(s) suffer as the result of defending any claim arising out of an occurrence on or within such Co-owner's Unit or other area for which the Co-owner is assigned the responsibility to maintain, repair and replace. Each Co-owner will carry insurance to secure this indemnity. This Section will not be construed to afford any insurer any subrogation right or other claim or right against a Co-owner.

Section 8. **Eminent Domain.**

MCL 559.233 of the Condominium Act, to the extent not inconsistent with the following, and the following provisions will control upon any taking by eminent domain:

A. Common Elements Taken by Eminent Domain.

If any portion of the Common Elements is taken by eminent domain, any award will be distributed to the Co-owners in proportion to their respective undivided interests in the Common Elements. The Association, acting through its Board of Directors, may negotiate on behalf of all Co-owners for any taking of the Common Elements. Any negotiated settlement approved by more than two-thirds (2/3) of the Co-owners will be binding on all Co-owners.

B. Taking of a Unit by Eminent Domain.

If an entire Unit is taken by eminent domain, the award for such taking will be paid to the Co-owner of such Unit and the mortgagee of the Unit, as their interests may appear. After acceptance of the award by the Co-owner and the mortgagee of the Unit, the Co-owner will be divested of all interest in the Condominium and the undivided interest in the Common Elements appertaining to the Unit will thereafter appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The Court will enter a decree reflecting the reallocation of the undivided interest in the Common Elements, as well as, for the Unit.

C. Partial Taking of a Unit.

If portions of a Unit are taken by eminent domain, the Court will determine the fair market value of the portions of the Unit not taken. The undivided interest of such Unit in the Common Elements will be reduced in proportion to the diminution in the fair market value of such Unit resulting from the taking. The portions of undivided interest in the Common Elements divested from the Co-owner(s) of such Unit will be reallocated among the other Units in the Condominium in proportion to their respective undivided interests in the Common Elements. A Unit partially taken will receive the reallocation in proportion to its undivided interest as reduced by the Court under the Subsection. The Court will enter a decree reflecting the reallocation to the Co-owner of the Unit partially taken for that portion of the undivided interest in the Common Elements divested from the Co-owner pursuant to the following Subsection, as well as, for that portion of the Unit taken by eminent domain.

D. Impossibility of Use of Portion of Unit Not Taken by Eminent Domain.

If the taking of a portion of a Unit makes it impractical to use the remaining portion of that Unit for a lawful purpose permitted by the Condominium Documents, then the entire undivided interest in the Common Elements appertaining to that Unit will appertain to the remaining Units, being allocated to them in proportion to their respective undivided interests in the Common Elements. The remaining portion of that Unit will thereafter be a Common Element. The Court will enter an order reflecting the reallocation of undivided interests and the award will include just compensation to the Co-owner of the Unit for the Co-owner's entire undivided interest in the Common Elements and for the entire Unit.

E. Future Expenses of Administration Appertaining to Units Taken by Eminent Domain.

Votes in the Association of Co-owners and liability for future expenses of administration appertaining to a Unit taken or partially taken by eminent domain will appertain to the remaining Units, being allocated to them in proportion to their relative voting strength in the Association. A Unit partially taken will receive a reallocation as though the voting strength in the Association was reduced in proportion to the reduction in the undivided interests in the Common Elements.

F. Condominium Continuation after the Taking by Eminent Domain.

If the Condominium continues after a taking by eminent domain, then the remaining portion of the Condominium will be re-surveyed and the Master Deed amended accordingly. Any amendment to the Master Deed may be signed by an officer of the Association duly authorized by the Board of Directors without the necessity of execution or specific approval by any Co-owner, but only with the approval of holders of two-thirds (2/3) of all first mortgage liens on individual Units in the Condominium in accordance with MCL 559.190a.

Section 9. Rights of First Mortgagees.

Nothing contained in the Condominium Documents will be construed to give a Co-owner or any other party priority over any rights of first mortgagees of Units pursuant to their mortgages in the case of a distribution to Co-owners of insurance proceeds or condemnation awards for losses to or a taking of Units and/or Common Elements.

Section 10. Notification to Mortgagees and Guarantors.

The Association will give the holder of any first mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of any condemnation or casualty loss that affects either a material portion of the Condominium or the Unit securing the mortgage.

ARTICLE VI
RESTRICTIONS

Section 1. **Use of Unit.**

A. **Use Requirement.**

Each Unit will be used for storage use in conformity with Tyrone Township Zoning Ordinances.

B. **Occupancy Restrictions.**

All Units will be occupied in strict conformance with the restrictions and regulations of the International Property Maintenance Code, or such other codes or ordinances that may be adopted by Tyrone Township. Such restrictions will automatically change, without the necessity of an amendment to these Bylaws, upon the adoption of alternative regulations by Tyrone Township, such that the occupancy of all Units in the Condominium will be in accordance with all Tyrone Township regulations at all times or by Rules and Regulations adopted by the Board of Directors.

Section 2. **Leasing and Rental of Units.**

A. **Right to Lease.**

All leases shall:

- (i) require the lessee to comply with the Condominium Documents;
- (ii) provide that failure to comply with the Condominium Documents constitutes a default under the lease; and
- (iii) provide that the Board of Directors has the power to terminate the lease or to institute an action to evict the tenant and for money damages after fifteen (15) days' prior written notice to the Co-owner in the event of a default by the tenant in the performance of the lease including for violation of any provisions of the Condominium Documents.

For purposes of these Condominium Bylaws, "lease" shall refer to: (i) any occupancy agreement, whether or not in writing or for rent or other consideration, where the Unit is not used for storage by the Owner; and (ii) any form of agreement or arrangement under which the Owner of a Unit permits another Person to use all or less than all of a Unit. The terms of all leases, occupancy agreements and occupancy arrangements shall incorporate, or be deemed to incorporate, all of the provisions of the Condominium Bylaws and all leases, rental agreements and occupancy agreements shall so state.

B. Procedures for Leasing.

The leasing of Units in the Condominium will conform to the following provisions:

- (i) A Co-owner desiring to rent or lease a Unit, will disclose that fact in writing to the Association at least ten (10) days before presenting a lease form to a potential lessee and shall supply the Association with a copy of the exact lease form for its review for its compliance with the Condominium Documents. The Co-owner shall supply the Association with the name and address of the potential lessee or other occupant(s), along with the amount and due dates of any rental or compensation payable to the Co-owner, and the term of the proposed arrangement. Co-owners must keep the Association informed of their current correct address, phone number(s), and an emergency phone number. The Board of Directors may charge such reasonable administrative fees for reviewing, approving and monitoring lease transactions in accordance with this Section as the Board, in its discretion, may establish. Any such administrative fees shall be assessed to and collected from the leasing Co-owner in the same manner as the collection of Assessments under Article II of these Bylaws. This provision shall also apply to occupancy agreements.
- (ii) Tenants or Nonco-owner occupants or users shall comply with all of the conditions of the Condominium Documents and all leases and rental agreements will so state.
- (iii) If the Association determines that the tenant or Nonco-owner occupant or user has failed to comply with the conditions of the Condominium Documents, the Association shall take the following actions:
 - (a) The Association shall notify the Co-owner by certified mail advising of the alleged violation by tenant.
 - (b) The Co-owner shall have fifteen (15) days after receipt of such notice to investigate and correct the alleged breach by the tenant or advise the Association that a violation has not occurred.
 - (c) If after fifteen (15) days the Association believes that the alleged breach is not cured or may be repeated, it may institute on its behalf or derivatively by the Co-owners on behalf of the Association an action for eviction against the tenant or Nonco-owner occupant for breach of the conditions of the Condominium Documents. The relief set forth in this Section may be by summary proceeding, although the Association may pursue relief in any Court having jurisdiction and whether by summary proceeding or otherwise. The Association may hold both the tenant and the Co-owner liable for any damages caused by the Co-owner or tenant in connection with the Unit. The Co-owner will be responsible for reimbursing the Association for all

costs incurred in obtaining judicial enforcement of its rights, including reasonable attorney's fees.

- (iv) When a Co-owner is in arrears to the Association for Assessments, the Association may give written notice of the arrearage to a tenant occupying a Co-owner's Unit under a lease or rental agreement. After receiving the notice, the tenant will deduct from rental payments due the Co-owner the arrearage and future Assessments as they fall due and pay them to the Association. The deductions will not be a breach of the rental agreement or lease by the tenant. If the tenant, after being notified, fails or refuses to remit rent, otherwise due the Co-owner, to the Association, then the Association may (1) prohibit the tenant from utilizing any of the General Common Elements of the Condominium, (2) issue a statutory Notice to Quit for non-payment of rent and enforce that notice by summary proceedings and/or (3) initiate proceedings pursuant to MCL 559.212(4)(b) of the Condominium Act.

C. **Lease Service Charges.**

In each situation where the Association through a Board member, contractor or management agent is asked to provide emergency service to a tenant or Nonco-owner occupant due to the unavailability of the Landlord or Co-owner of the Unit, a reasonable administrative fee, as established by the Board in its discretion, will be levied to the Co-owner's account. Any Co-owner may file with the Association a written request not to respond to such requests by a tenant or Nonco-owner occupant of that Co-owner's Unit and in such cases the Association will not respond. The Association will have no liability for not responding and will be indemnified and held harmless by the Co-owner for any damages or liability resulting from the Association's failure to respond.

Section 3. **Alterations and Modifications.**

A. **General.**

1. *Written Approval Required.*

No Co-owner may make any Improvement, alterations in exterior appearance or structural modifications to any Unit, or to interior walls through or in which there exist easements for support or utilities, or make changes in the appearance or use of any of the Common Elements, Limited or General, without the express written approval of the Board of Directors.

2. *Plans and Specifications Required.*

Plans and specifications must be submitted to the Board of Directors prior to the commencement of construction, maintenance, alteration, or addition to any structure or Improvement for which the Association's approval is required, until plans and specifications acceptable to the Association showing the nature, kind, shape, height, materials, color scheme,

location and approximate cost of such structure or Improvement, as appropriate, will have been submitted to and approved in writing by the Association.

The Association has the right to refuse to approve any plans or specifications which are not suitable or desirable in its opinion for aesthetic or any other reasons, and in passing upon plans, specifications, grading or landscaping, it has the right to take into consideration the suitability of the proposed structure, Improvement or modification, the site upon which it is proposed to be constructed and the degree of harmony with the Condominium as a whole. Every request for Association approval is to be considered and decided separately on its own respective facts, circumstances and merits; no previously approved Improvements, past course of dealings or past practices binds or requires the Board of Directors to approve or deny any later Improvement or approval request. The Board of Directors has the sole right and authority to promulgate specifications, standards, requirements and Rules and Regulations with respect to the design, style, location, number, color and other specifications for any Improvement. The Board of Directors further has the sole power and discretion to determine what is acceptable and what is objectionable and not permitted, based on the Board of Directors' interpretation and determination of the overall aesthetics of the community.

3. Written Modification Agreement.

If any application for changes to the Common Elements are approved by the Board of Directors, then such approval will be subject to a recordable, written instrument executed by the Co-owner and Association acknowledging that installation, maintenance and insuring of all of the Improvements are to be at the Co-owner's sole expense. The written instrument must also state that any injury to the Common Elements will be repaired promptly by the Co-owner at their sole expense and that the Improvements will be completed by a date to be determined and established by the Board of Directors.

4. Failure to Maintain and Repairs by the Association.

If a Co-owner fails to maintain and/or repair any modification or Improvement to the satisfaction of the Association, then the Association may undertake to maintain and/or repair the same and assess the Co-owner the costs and collect the same from the Co-owner in the same manner as provided for the collection of Assessments in Article II of these Bylaws. The Association may require the Co-owner to maintain insurance on any modifications or Improvements. A Co-owner must not in any way restrict access to any plumbing, water line, water line valves, water meter, sump pump, sprinkler system valves or any other element that must be accessible to service the Common Elements or any element which affects an Association responsibility in any way. Should access to any facilities of any sort be required, then the Association may remove any coverings or attachments of any nature that restrict such access and will not be responsible for repairing, replacing or reinstalling any materials, regardless of whether the installation has been approved, that are damaged in the course of gaining such access. The

Association is not responsible for monetary damages arising out of actions taken to gain necessary access.

5. *Indemnification by Co-owner.*

The Co-owner, including any subsequent Co-owner of the same Unit, who installs, places or uses any given Improvement or modification to a Common Element must indemnify and hold the Association, the Board of Directors and any other Co-owner or Nonco-owner occupant harmless from and against any and all liabilities, claims, damages, losses, costs and expenses, including reasonable attorneys' fees, which may result from or are in connection with such Improvement or modification. The Co-owner, including any successor Co-owner of the same Unit, who installs, places or uses any given Improvement or modification to a Common Element waives, releases and holds the Association, including its agents, officers, directors, contractors and employees, harmless from any and all claims of damage or destruction to such Improvement or modification of whatever cause or reason, except as a result of the intentional act of the Association not in accordance with the Condominium Documents.

B. Satellite Dishes and Antenna.

A Co-owner or a tenant using a Unit in compliance with the requirements of these Bylaws may install and maintain in a Unit, or on a Limited Common Element appurtenant or assigned to the Unit, in which they have a direct or indirect ownership or leasehold interest and which is within their exclusive use or control, an antenna and/or a mast that supports an antenna. The antenna and/or mast that supports the antenna must be of the type(s) and size(s) described in 47 CFR 1.4000(a), as amended, of the Federal Communication Commission's Over-the-Air Reception Devices Rule (the "FCC Rule"), but every such installation must conform with the limitations and procedures of this Section and all applicable written Rules and Regulations of the Association, except in either case to the extent they are construed to conflict with the Federal Telecommunications Act of 1996, as amended, or the FCC Rule. The Rules and Regulations promulgated by the Board of Directors governing installation, maintenance or use of antennas must not impair the reception of an acceptable quality signal and must not unreasonably prevent or delay, or increase the cost, of the installation, maintenance or use of any such antenna. Such Rules and Regulations may provide for, among other things, placement preferences, screening and camouflaging or painting of antennas. Such Rules and Regulations may contain exceptions or provisions related to safety, provided that the safety rationale is clearly articulated.

Antenna installation on a General Common Element is prohibited, except in strict conformance with the limitations and requirements of any Rules and Regulations regarding the permissible or preferred location(s) for antenna installations as may be promulgated by the Board of Directors in its sole discretion, or unless approved in writing by the Board of Directors in its sole discretion. The preceding sentence will not be construed to require the Board of Directors promulgate any Rules and Regulations permitting the installation of antennas or masts on any General Common Element. Antenna masts, if any are permitted, may be no higher than is necessary to receive an acceptable quality signal and, due to safety concerns, may not extend more than twelve (12) feet above the roofline without preapproval. The Association may prohibit Co-

owners from installing an antenna otherwise permitted by this Subsection if the Association provides the Co-owner(s) with access to a central antenna facility that does not impair the viewers' rights under the FCC Rule.

If an antennae or dish installation may not proceed as a matter of right under the FCC Rules and orders, then a Co-owner must complete and submit to the Association the form of antenna notice prescribed by the Board of Directors before an antenna may be installed. Such form of antenna notice may require such detailed information concerning the proposed installation as the Board of Directors reasonably requires to determine whether the proposed installation is permitted by this Section and all valid Rules and Regulations promulgated by the Board of Directors regarding the installation and placement of antennas. The Co-owner must not proceed with the installation sooner than ten (10) days after the Association receives an antenna notice, which time period is intended to afford the Association a reasonable opportunity to determine whether the Association's approval of the proposed installation may be granted. In lieu of such approval, the Association may during the ten (10) day time period, in writing:

- (1) Request from the Co-owner such additional relevant information as the Board of Directors reasonably determines in order to determine whether the Association will approve or deny the proposed installation, in which case the ten (10) day time period automatically will be deemed extended to a date which is five (5) days after all such information is received by the Association; or
- (2) Notify the Co-owner that Association approval of the proposed installation is withheld, specify in general terms the aspects of the proposed installation which the Association believes are not permitted and inform the Co-owner they may appear before and be heard by the Board of Directors or a committee of the Board of Directors to justify the proposed installation, or to propose modifications to the proposed installation which the Co-owner believes will be either permissible or otherwise acceptable to both the Association and Co-owner. At the request of the Co-owner, the date certain may be adjourned to a date and time mutually convenient to the Co-owner and Board of Directors or committee of the Board of Directors.

Except as the Board of Directors or a committee of the Board of Director has declared its approval of a proposed antenna installation in a signed writing and the installation has been made substantially in the manner approved by the Board, the Association may exercise all, or any, of the remedies set forth in these Bylaws with respect to an antenna installation later determined not to be permitted by this Section and all valid Rules and Regulations promulgated by the Board of Directors regarding the installation and placement of antennas, including, without limitation, to assess to the responsible Co-owner all costs incurred by the Association for the removal of such antenna and/or for the repair of the Common Elements, together with the Association's attorney's fees and other costs of collections, in accordance with Article II of these Bylaws.

Section 4. **Activities and Conduct upon the Condominium Premises.**

No immoral, noxious, improper, illegal or offensive activity will be carried on in any Units or on the Common Elements, Limited or General, nor will anything be done which may be or become an annoyance or a nuisance to the Co-owners of the Condominium. No unreasonably noisy activity will be carried upon the Common Elements or in any Unit nor will speeding or other vehicular infractions be tolerated. There will not be maintained any animals or device or thing of any sort whose normal activities or existence is in any way noxious, noisy, dangerous, unsightly, unpleasant or of a nature as may diminish or destroy the reasonable enjoyment of other Units in the Condominium. The Board of Directors of the Association will be the final arbiter of whether an animal, device or thing is in violation of the foregoing restrictions. Disputes among Co-owners that cannot be otherwise amicably resolved will be mediated by the disputing Co-owners in accordance with Article III of these Bylaws. No Co-owner will do or permit anything to be done or keep or permit to be kept on their Unit or on the Common Elements anything that will increase the rate of insurance on the Condominium without written approval of the Association and each Co-owner will pay to the Association the increased cost of insurance premiums resulting from any such activity or the maintenance of any such condition.

Section 5. **Animals upon the Condominium Premises.**

A. **Restrictions Applicable to Animals in the Condominium.**

All animals maintained on the Condominium Premises must be registered with the Association. Any animals permitted in the Condominium will have such care and restraint as not to be obnoxious on account of noise, odor or unsanitary conditions. Any exotic pets or animals are strictly prohibited. No animals may be kept or bred for any commercial purpose. No animal may be permitted to be housed inside or outside of a Unit, in a pen or otherwise, nor will animals be tied or restrained outside or be allowed to be loose upon the Common Elements. All animals will be leashed when outdoors with the leash being held and controlled at all times by a responsible person and otherwise in accordance with any ordinances of Tyrone Township. Each Co-owner will be responsible for the immediate collection and disposition of all fecal matter deposited by any animal maintained by such Co-owner anywhere in the Condominium. Co-owners shall not feed wild animals on the Condominium Premises. No savage or dangerous animal of any type will be kept and any Co-owner who causes any animal to be brought, maintained or kept on the premises of the Condominium for any length of time will indemnify and hold harmless the Association for any loss, damage or liability, including attorney's fees and costs, which the Condominium may sustain as a result of the presence of such animal on the Condominium Premises, whether such animal is permitted or not, and the Association may assess and collect from the responsible Co-owner such losses and/or damages in the manner provided in Article II of these Bylaws. No animal that creates unreasonable noise and can be heard on any frequent or continuing basis will be permitted on the Common Elements. The Association may charge Co-owners who animals to use the premises a reasonable Additional Assessment to be collected in the manner provided in Article II of these Bylaws if the Association determines such Assessment necessary to defray the maintenance costs to the Association of accommodating animals within the Condominium. All animals allowed on the premises in accordance with this Section will be licensed by the municipal agency having jurisdiction and proof of the animal's shots will be provided to the Association

upon request. The Board retains authority to approve animals that would otherwise violate this Subsection to the extent such approval would be a reasonable accommodation under applicable state and federal laws protecting persons with disabilities.

B. Association Remedies.

The Association may adopt such additional reasonable Rules and Regulations with respect to animals, as it may deem proper. The Association may, after notice and hearing, without liability to the owner, remove or cause to be removed any animal from the Condominium that it determines to be in violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association. The Association may also assess fines for such violation of the restrictions imposed by this Section or by any applicable Rules and Regulations of the Association.

Section 6. Aesthetics, Storage, Trash and Use of Common Elements.

The Common Elements, Limited or General, will not be used for storage of supplies, materials, personal property, trash or refuse of any kind, except as provided in the Master Deed or duly adopted Rules and Regulations of the Association. All rubbish, trash, garbage and other waste will be regularly removed from each Unit and will not be allowed to accumulate inside. Unless special areas are designated by the Association, trash receptacles will not be permitted on the Common Elements except for short periods of time as may be reasonably necessary to permit periodic collection of trash. Trash will be stored and handled in accordance with the applicable Rules and Regulations of the Association and Tyrone Township ordinances and Co-owners will be responsible for the collection and proper disposal of trash (or the costs of the Association collecting and disposing of such trash) dispersed about the Common Elements, regardless of the reason. If Tyrone Township, by ordinance, has a mandatory rubbish removal and waste recycling program, each Co-owner will participate in such program, and the Association will be billed by Tyrone Township for such services, which will be deemed to be a cost of administering the Condominium. If Tyrone Township does not have a mandatory rubbish removal and recycling program, the Association will be responsible for contracting for rubbish removal and waste recycling, and the cost will be deemed to be a cost of administering the Condominium. The Common Elements will not be used in any way for the drying, shaking or airing of clothing or other fabrics. In general, no activity will be carried on nor condition maintained by a Co-owner, either in a Unit or upon the Common Elements that is detrimental to the appearance of the Condominium. No unsightly condition will be maintained on or in any portion of the Condominium Premises.

Section 7. Obstruction of Common Elements.

Except as otherwise expressly permitted herein, the Common Elements, including without limitation, sidewalks, landscaped areas, driveways, roads, and parking areas will not be obstructed in any way nor will they be used for purposes other than for which they are reasonably and obviously intended. No bicycles, vehicles, chairs, benches, toys, baby carriages, obstructions or other personal property may be left unattended on or about the Common Elements except in specifically designated areas.

Section 8. **Vehicles upon the Condominium Premises.**

No house trailers, commercial vehicles, boat trailers, buses, watercraft, boats, motor homes, camping vehicles/trailers, snowmobiles, snowmobile trailers, recreational vehicles, any non-motorized vehicles, off-road vehicles, all-terrain vehicles or vehicles other than currently licensed automobiles, motorcycles (if not objectionable due to excessive noise or irresponsible operation) and non-commercial pickup trucks, SUVs and passenger vans, not exceeding 23 feet in overall length, used as an occupant's primary means of transportation, and not for any commercial purposes, may be parked or stored upon the premises of the Condominium except in accordance with the provisions of this Section. No Co-owner will use, or permit the use by an occupant, agent, employee, invitee, guest or member of their family of any casual, personal or motorized transportation anywhere within the Condominium, including, but not limited to, motorized scooters, mopeds, go-carts or dirt bikes.

A. Temporary Presence.

The Board of Directors will have discretion to issue Rules and Regulations that provide for the temporary presence of the above enumerated recreational/leisure vehicles upon the Condominium Premises for proper purposes, such as loading and unloading of such vehicles. The Association will not be responsible for any damages, costs, or other liability arising from any failure to approve the parking of such vehicles or to designate an area for such purposes.

B. Nonoperational Vehicles; Vehicles with Expired License Plates.

Nonoperational vehicles or vehicles with expired license plates will not be parked on the Condominium Premises without written permission of the Board of Directors. Nonemergency maintenance or repair of motor vehicles will not be permitted on the Condominium Premises unless specifically approved by the Board of Directors. The Board of Directors may adopt Rules and Regulations regarding the repair of nonoperational vehicles within a Unit without an amendment to these Bylaws.

C. Parking Restrictions.

There are currently no designated parking areas in the Condominium. Co-owners are permitted to use the General Common Element area directly in front of the overhead entry door to their Unit(s) for the temporary parking of their transportation vehicles, so long as the Co-owner is present at the Condominium, vehicles are not left unattended, and vehicles are not impeding traffic or restricting access to any other Unit or Common Element in the Condominium. If any vehicle parked upon the Condominium has not been moved for more than twelve (12) consecutive hours, the Association may place a notice upon such vehicle indicating that it must be moved with 72 hours of the notice being placed on the vehicle and, if the owner of the vehicle does not move the vehicle within this 72 hour time period, the Association may have the vehicle towed in accordance with Subsection D below at the owner's expense.

The Association may adopt Rules and Regulations regarding the parking of vehicles on the Common Elements. No parking of any vehicles whatsoever will be allowed in designated fire lanes or in violation of duly promulgated Rules and Regulations of the Association.

D. Association's Rights to Sticker or Tow Vehicles.

Subject to the notice location and content requirements of MCL 257.252k of the Michigan Vehicle Code, the Association may cause vehicles parked or stored in violation of this Section, or of any applicable Rules and Regulations of the Association, to be stickered and/or removed/towed from the Condominium Premises. The cost of such removal may be assessed to, and collected from, the Co-owner of the Unit responsible for the presence of the vehicle in the manner provided in Article II of these Bylaws. In such cases, the Co-owner will be responsible for costs incurred in having a towing company respond, even if the vehicle is moved and properly parked before the towing contractor arrives at the Condominium. The Board of Directors may promulgate reasonable Rules and Regulations governing the parking and use of vehicles in the Condominium and may levy fines for violations of such Rules and Regulations of this Section.

Section 9. Distribution of Materials to Co-Owners in Condominium.

No Co-owner will distribute written materials by posting the same on another Co-owner's door, on the outside of another Co-owner's Unit, by placing the same inside the Co-owner's Unit or inside another Co-owner's mailbox, if any. The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes regarding the distribution or written or electronic materials, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 10. Prohibition of Dangerous Items upon the Condominium Premises.

No Co-owner will use, or permit the use or discharge by an occupant, agent, employee, invitee, guest or member of their family of any firearms, fireworks, air rifles, pellet guns, BB guns, bows and arrows, slingshots or other similar dangerous weapons, projectiles or devices anywhere on or about the Condominium Premises, nor will any Co-owner use or permit to be brought into the buildings in the Condominium or stored within a Unit any unusually volatile liquids or materials deemed to be extra hazardous to life, limb or property, without in each case obtaining the written consent of the Association.

Section 11. Signs, Flags and Holiday Decorations upon the Condominium Premises.

No signs, notices, advertisements, pennants or flags (other than a flag of the United States of America no larger than 3' x 5' permitted by the Freedom to Display the American Flag Act of 2005, 4 U.S.C. § 5 or MCL 559.156a), will be displayed which are visible from the exterior of a Unit without written permission from the Board of Directors or unless permitted by Rules and Regulations of the Association. The Board of Directors may implement Rules and Regulations regarding reasonable time, place and manner restrictions relating to signs, flags or holiday decorations.

Section 12. Rules and Regulations Consistent with the Condominium Act.

Reasonable rules and/or regulations consistent with the Condominium Act, the Master Deed and these Bylaws, concerning the use of the Common Elements or the rights and responsibilities of the Co-owners and the Association with respect to the Condominium or the manner of operation of the Association and of the Condominium may be made and amended by any Board of Directors. Copies of all such rules or regulations including any amendments will be furnished to all Co-owners and will become effective as stated in said rule or regulation. Any such regulation or amendment may be revoked at any time by the affirmative vote of a majority of the Co-owners entitled to vote.

Section 13. Association's Rights of Access to Units and Limited Common Elements.

The Association or its duly authorized agents will have access to each Unit and any appurtenant Limited Common Element during reasonable working hours, upon notice to the Co-owner, as may be necessary for the maintenance, repair or replacement of any of the Common Elements. The Association or its agents will also have access to each Unit and any appurtenant Limited Common Element at all times without notice as may be necessary to make emergency repairs to prevent damage to the Common Elements or to another Unit. It will be the responsibility of each Co-owner to provide the Association means of access to their Unit and any appurtenant Limited Common Element during all periods of absence and in the event of the failure of such Co-owner to provide means of access, the Association may gain access in such manner as may be reasonable under the circumstances. The Association will not be liable to such Co-owner for any necessary damage to their Unit and any appurtenant Limited Common Element or for repair or replacement of any doors or windows damaged in gaining such access. If it is necessary for the Association to gain access to a Unit or appurtenant Limited Common Elements to make repairs to prevent damage to the Common Elements or another Unit or to protect the health, safety and welfare of the Co-owners in the Condominium, their guests and invitees, then any costs, expenses, damages and/or attorney's fees incurred by the Association will be assessed to the responsible Co-owner and collected in the same manner as provided in Article II of these Bylaws.

Section 14. Landscaping and Decoration of Common Elements.

No Co-owner will perform any landscaping or the planting of any trees, flowers, shrubs or place any ornamental materials, including but not limited to statuary, bird feeders, exterior lighting, fountains, furniture, implements, rocks or boulders, fencing or other decorative items upon the Common Elements, Limited or General, unless the same is approved by the Association in writing and conforms with the Association's Rules and Regulations on landscaping, if any. Any landscaping performed by the Co-owner, if and when approved, will be the responsibility of the Co-owner to maintain. If a Co-owner fails to adequately maintain such landscaping to the satisfaction of the Association, then the Association will have the right to perform such maintenance and assess and collect from the Co-owner the cost in the manner provided in Article II of these Bylaws. The Co-owner will also be liable for any damages arising from the performance of such landscaping or the continued maintenance of same. Should access to any Common Elements of any sort be required or should any materials specified in this Section interfere with

maintenance or services provided by the Association, the Association may remove any obstructions of any nature that restrict such access and/or services and will have no responsibility for repairing, replacing or reinstalling any materials—regardless of whether installation has been approved—that are damaged in the course of gaining such access and/or performance of such services. The Association will not be responsible for monetary damages of any sort arising out of any such actions.

Section 15. Co-owner Maintenance of Unit and Limited Common Elements.

Each Co-owner will maintain their Unit and any appurtenant Limited Common Elements for which they have maintenance responsibility in a safe, clean and sanitary condition. Each Co-owner must, at all times, keep all floor drains within their Unit(s) open and unobstructed to allow for the free flow of water. Co-owners shall not dump any hazardous waste in any floor drains or any of the sewer areas within the Condominium.

All Units must have operational smoke detectors installed at all times. Thermostats serving any Unit will be maintained at not lower than fifty (50°) degrees Fahrenheit and the Co-owner will implement such other reasonable precautionary maintenance and winterization measures with respect to any vacant Unit as the Board of Directors may require. Each Co-owner will also use due care to avoid damaging any of the Common Elements. Co-owners will have the responsibility to report to the Association any Common Element which has been damaged or which is otherwise in need of maintenance, repair or replacement as soon as it is discovered.

Each Co-owner will be responsible for damages or costs to the Association resulting from damage to or misuse of any of the Common Elements by them, or their family, guests, agents or invitees, or by casualties and occurrences, whether resulting from Co-owner negligence, involving items or Common Elements which are the responsibility of the Co-owner to maintain, repair and replace. However, if the Association files a claim under primary insurance carried by the Association for such damages and costs, and the damages and costs are covered by such primary insurance, then the liability of the Co-owner will be limited to the amount of any non-covered damages and costs and the amount of the deductible. The Board has the sole and exclusive right and authority to file, authorize the filing of, and adjust any and all claims for damage or destruction that are or may be covered by the Association's insurance policy regardless of the Person(s), including mortgagees, who may be named as an additional insured or beneficiary of such policy, as the Board determines is consistent with the intent of the Condominium Documents and in the Association's best interests. A mortgagee having an interest in any loss, however, may participate in the settlement negotiations, if any, related to such loss. The failure or refusal of the Association to process or file any claim for damage or destruction to any part of the Condominium Property under the Association's insurance policy will not give rise to any claim against the Association, the Board, or its managing agent.

Each individual Co-owner will indemnify the Association and all other Co-owners against damages and costs arising out of this Section, including reasonable attorney's fees, and any such costs or damages to the Association may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of these Bylaws.

Section 16. Application of Restrictions to the Association and Developer.

None of the restrictions contained in this Article VI or elsewhere in these Bylaws or the Master Deed will apply to the activities of the Association or the Developer in furtherance of their powers and purposes set forth in the Master Deed, these Bylaws and in the Association's Articles of Incorporation, including any amendments.

Section 17. Drones, Hoverboards, Unmanned Aerial Vehicles and the Air Space Above the Condominium.

Drones, hoverboards, remote control airplanes, remote control helicopters, remote control vehicles, robots and other unmanned vehicles of any type will not be utilized in or on the Common Elements or in the airspace above the Condominium unless the use of the same is approved by the Association in writing and conforms with the Association's Rules and Regulations. Additionally, any use of a drone, remote control airplane, remote control helicopter, remote control vehicle, robot or other unmanned vehicle in or on the Common Elements or in the airspace above the Condominium must comply with any and all applicable Federal law, Michigan law or any rules and regulations imposed by the Federal Aviation Administration.

Section 18. Internet Use and Security.

No Co-owner will access another Co-owner's Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions without the express written consent provided by the other Co-owner. The Board of Directors, without the necessity of an amendment to these Bylaws, may promulgate reasonable rules and regulations regarding the Wi-Fi, internet, cable or other telecommunications signals, lines or transmissions including, but not limited to, hacking, illegal activities, obscenities, physical threats, sending viruses or spamming in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 19. Smart Phones, Cameras, Audio Recording Devices and Video Recording Devices.

In order to foster the free exchange of ideas and to promote frank discussions at meetings of the Co-owners and meetings of the Board of Directors; the usage of recording devices on smart phones, cameras, audio recording devices or other video recording devices is prohibited unless specifically authorized by a resolution of the Board of Directors at such a meeting. Any person(s) found to violate this provision must immediately delete or remove any such recording(s) and cause any copies of such recording to be deleted or removed and the Board of Directors may issue a fine(s) in accordance with Article XVII of these Bylaws. The Board of Directors, without the necessity of an amendment to these Bylaws, may make such changes regarding the use of smart phones, cameras, audio recording devices and video recording devices, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws.

Section 20. Social Media and Webpage Use.

The Association, through its Board of Directors, may create or utilize various social media account(s), hotlines or webpage(s) to promote, advertise or inform the general public or the Co-owners regarding the Condominium. The Board of Directors may regulate the information provided and shared to the general public or Co-owners.

Except as authorized by the Board of Directors, no Co-owner or Nonco-owner occupant may use the name of US23 Storage Condominiums, US23 Storage Development, US23 Storage Condominium Association, or any derivative thereof, in any website domain name, web address, URL, or social media address, including Facebook. No Co-owner or Nonco-owner occupant may use the name US23 Storage Condominiums, US23 Storage Development, US23 Storage Condominium Association, or any derivative thereof, in any printed, electronic, or promotional material with the Board of Directors' prior written consent. However, Co-owners and Nonco-owner occupants may use the name US23 Storage Condominiums in printed, electronic, and promotional material where such words are used solely to specify where their respective Unit is located within US23 Storage Condominiums.

Section 21. Conveyance of Unit.

A Co-owner intending to make a sale or lease of a unit, or any interest therein, shall give written notice of such intention delivered to the Association at its registered office and shall furnish the name and address of the intended purchaser or lessee and such other information as the Association shall reasonably require. At the time of giving such notice, such Co-owner shall also furnish the Association with copies of all instruments setting forth the terms and conditions of the proposed transaction. The giving of such notice shall constitute a warranty and a representation by such Co-owner to the Association and to any purchaser or lessee produced by the Association that the Co-owner believes the proposed sale or lease to be bona fide in all respects. The Co-owner shall provide to the proposed tenant or purchaser all Condominium Documents.

Any Co-owner who acquires a Unit from a Co-owner then in violation of the Condominium Documents shall also be in violation of the Condominium Documents to the same extent as the Co-owner from whom the Unit was acquired, to the extent such liability is permitted by the Condominium Act.

Section 22. Association Approvals Revocable.

All approvals given by the Association in accordance with these Bylaws will be a revocable license that can be withdrawn upon thirty (30) days written notice in the event of noncompliance with the conditions of such approval.

Section 23. Reserved Rights of the Developer.

A. None of the restrictions contained in this Article shall apply to the commercial activities or signs or billboards, if any, of Developer during the Construction and Sales Period or of the Association in furtherance of its powers and purposes set forth

in the Condominium Documents, as they may be amended from time to time. Notwithstanding anything to the contrary contained elsewhere in these Bylaws, the Developer shall have the right during the Construction and Sales Period to maintain a sales office, a business office, a construction office, model units, storage areas and reasonable parking incident to the foregoing and such access to, from and over the Project as may be reasonable to enable development and sale of the Project by Developer. The Developer shall restore the areas so used upon termination of such use. Any rights of assignment reserved to the Developer shall include the right to permit the maintenance and use of sales offices, model units, advertising display signs, storage areas and reasonable parking incident to the foregoing by to one or more Builders, who may exercise such rights simultaneously with the Developer.

B. **Enforcement of Condominium Documents.** The Condominium shall at all times be maintained in a manner consistent with the highest standards of a beautiful, serene, storage unit condominium project for the benefit of the Co-owners and all persons interested in the Condominium. If at any time the Association fails or refuses to carry out its obligation to maintain, repair, replace and landscape the Condominium in a manner consistent with the maintenance of such high standards, then Developer, or any entity to which Developer may assign this right, at its option, may elect to maintain, repair and/or replace any Common Elements and/or to do any landscaping required by these Bylaws and to charge the cost thereof to the Association as an expense of administration. Developer shall have the right to enforce these Bylaws throughout the Construction and Sales Period, which right of enforcement may include (without limitation) an action to restrain the Association or any Co-owner from any activity prohibited by these Bylaws, regardless of any provision otherwise requiring arbitration.

ARTICLE VII MORTGAGES

Section 1. Notification of Mortgage to Association.

Any Co-owner who mortgages their Unit will notify the Association of the name and address of the mortgagee within thirty (30) days of the execution of the mortgage by the Co-owner. The Association will maintain such information in a book entitled "Mortgages of Units."

Section 2. Notification to Mortgagee of Insurance Company.

The Association will notify each mortgagee appearing in the Mortgages of Units book of the name of each company insuring the Common Elements against fire, perils covered by extended coverage and vandalism and malicious mischief including the amounts of such coverage.

Section 3. Notification to Mortgagee of Meetings.

Upon written request submitted to the Association, any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive written notification of

every meeting of the members of the Association and to designate a representative to attend such meeting.

Section 4. Notification to Mortgagees and Guarantors.

The Association will give the holder of any mortgage and any guarantors of the mortgage covering any Unit in the Condominium timely written notice of the following:

- (i) any proposed action that requires the consent of a specified percentage of mortgagees whether contained in the Master Deed or these Bylaws;
- (ii) any delinquency in the payment of Assessments or other charges by a Co-owner that is not cured within sixty (60) days; and
- (iii) any lapse, cancellation or material modification of any insurance policy maintained by the Association.

Section 5. Co-owner Consent to Contact Mortgagees and other Interested Parties.

The Association may, at the written request of a mortgagee of any such Unit, report any unpaid Assessments due from the Co-owner of such Unit. Each co-owner expressly authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of Assessments to any necessary individuals or entities in relation to the Association's efforts to collect assessments or enforce its lien, including the Register of Deeds, the Sheriff's Department, any newspaper or publication, and all those who may learn of the delinquency by reviewing the Register of Deeds, the publication or posting of any foreclosure notice. Each co-owner authorizes the Association and its agents and attorneys to disclose the fact, nature, and extent of any delinquency in the payment of Assessments to any mortgagee or lien holder against any Unit owned by the delinquent co-owner.

**ARTICLE VIII
MEMBERSHIP AND VOTING**

Membership in the Association and voting by members of the Association will be in accordance with the following provisions:

Section 1. Designation of Members.

Each Co-owner will be a member of the Association and no other person or entity will be entitled to membership.

Section 2. Co-owner's Share of the Funds.

The share of a Co-owner in the funds and assets of the Association cannot be assigned, pledged or transferred by a Co-owner, except as appurtenant to the transfer of a Unit.

Section 3. Co-owner Voting Designation.

Except as limited in these Bylaws, each Co-owner will be entitled to one vote for each Unit owned provided that the Co-owner is in good standing and not in default of any provision of the Condominium Documents, including payment of any Assessments levied against the Co-owner's Unit. In the case of any Unit owned jointly by more than one Co-owner, the voting rights appurtenant to that Unit may be exercised only jointly as a single vote.

Section 4. Evidence of Ownership for Voting Purposes.

No Co-owner will be entitled to vote at any meeting of the Association until they have presented evidence of ownership of a Unit in the Condominium to the Association, unless the Board opts to waive this requirement. The vote of each Co-owner may be cast only by the individual representative designated by such Co-owner in the notice required within these Bylaws or by a proxy given by such individual representative.

Section 5. Designation of Voting Representative.

Each Co-owner will file a written notice with the Association designating the individual representative who will vote at meetings of the Association and receive all notices and other communications from the Association on behalf of such Co-owner. The notice will state the name and address of the individual representative designated, the number or numbers of the Unit or Units owned by the Co-owner, and the name and address of each person, firm, corporation, partnership, limited liability company, association, trust or other entity that is the Co-owner. Such notice will be signed and dated by each Co-owner. The individual representative designated may be changed by the Co-owner at any time by filing a new written notice as set forth in this Subsection. At any meeting the filing of such written notice as a prerequisite to voting may be waived by the chairperson of the meeting.

Section 6. Quorum: Meetings of Members.

The presence in person or by proxy of thirty-five (35%) percent in number of the Co-owners qualified to vote will constitute a quorum for holding a meeting of the members of the Association. A Co-owner may submit a written ballot or a proxy prior to or at any meeting in lieu of attending the meeting in person, or by such date that is established for voting where no physical meeting is held and any such vote will be counted in determining quorum. Any member who participates by remote communication in a meeting of members of the Association, as provided in Article IX, Section 5 below, will also be counted in determining the necessary quorum.

Section 7. Voting.

Votes may be cast in person, in a writing signed by the designated voting representative, or by any other means allowed by the voting procedures adopted by the Association for a given vote, provided the same are not in violation of the provisions of these Bylaws and Michigan law. Any proxies, written votes or other votes cast by means allowed hereunder must be filed with the Secretary of the Association or the Association's management agent at or before the appointed

time of each meeting of the members of the Association or voting deadline if no meeting held. Votes may be cast by mail, fax, delivery, electronically (by any method not directly involving the physical transmission of paper, which creates a record that may be retrieved and retained by the Association and may be directly reproduced in paper form by the Association through an automated process), or any other method approved by the Association in advance of the vote. Cumulative voting will not be permitted.

Section 8. **Majority.**

Unless otherwise provided by law or by the Condominium Documents, the approval of a majority of the members will be construed to mean a majority (or other stated percentage) in voting value of the votes cast by those qualified to vote at a given meeting of the Co-owners duly called and held.

Section 9. **Action without Meeting.**

Any action that may be taken at a meeting of the members may be taken without a meeting by written vote of the members. Written votes will be solicited in the same manner as provided in these Bylaws for the giving of notice of meetings of members. Such solicitations will specify (a) the value of responses needed to meet the quorum requirements, (b) the percentage of approvals necessary to approve the action, and (c) the time by which written votes must be received in order to be counted. The form of written vote will afford an opportunity to specify a choice between approval and disapproval of each matter and will provide that, where the member specifies a choice, the vote will be cast in accordance with that choice. Approval by written vote will be constituted by receipt, within the time period specified in the solicitation, of (i) a value of written votes which equals or exceeds the quorum that would be required if the action were taken at a meeting; and (ii) a value of approvals that equals or exceeds the value of votes that would be required for approval if the action were taken at a meeting at which the total value of votes cast was the same as the total value of written votes cast.

**ARTICLE IX
MEETINGS**

Section 1. **Place of Meetings.**

Meetings of the Association members will be held at a location designated by the Board of Directors. Meetings of the Association members will be conducted in accordance with Robert's Rules of Order or some other generally recognized manual of parliamentary procedure, when not otherwise in conflict with the Articles of Incorporation, the Master Deed or Michigan law. Only Co-owners in good standing, and their legal representatives, may speak at meetings of the Association and/or address the Board or Co-owners at any such meetings. Any person in violation of this provision or the rules of order governing the meeting, which are incorporated by reference, may be removed from such meeting without any liability to the Association or its Board of Directors.

Section 2. **Annual Meetings.**

The annual meetings of members of the Association will be held at such time and date as will be determined by the Board. The Board may, acting by a majority vote, change the date of the annual meeting in any given year, provided that at least one such meeting is held in each calendar year.

Section 3. **Special Meetings.**

It will be the duty of the President to call a special meeting of the Co-owners as directed by resolution of the Board. The President will also call a special meeting upon a petition signed by one third (1/3) of the Co-owners in value presented to the Secretary of the Association. Notice of any special meeting will state the time, place and purpose of such meeting. No business will be transacted at a special meeting except as stated in the notice.

Section 4. **Notice of Meetings.**

It will be the duty of the Secretary (or other Association officer in the Secretary's absence) to serve a notice of each annual or special meeting, stating the time, place and purpose of the meeting, upon each Co-owner, at least ten (10) days, but not more than sixty (60) days, prior to such meeting. The mailing, postage prepaid, of a notice to the representative of each Co-owner at the address shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Bylaws or to the address of the Unit owned by the Co-owner will be deemed notice served. Said notice may also be hand delivered to a Unit if the Unit address is designated as the voting representative's address and/or the Co-owner is an occupant of the Unit. Electronic transmittal of such notice may also be given in any such manner authorized by the person entitled to receive the notice which does not directly involve the physical transmission of paper which creates a record that may be retrieved and retained by the recipient and which may be directly reproduced in paper form by the recipient through an automated process. Any member may, by written waiver of notice signed by such member, waive such notice and such waiver when filed in the records of the Association will be deemed due notice.

Section 5. **Participation by Remote Communication.**

A member may participate in a meeting of the members via telephone or other means of remote communication if all persons participating in the meeting may hear each other. All participants will receive notice of the means of remote communication in use and the names of the participants in the meeting will be divulged to all members. Members participating in a meeting by means of remote communication are considered present in person and may vote at such meeting if all of the following are met: (a) the Association implements reasonable measures to verify that each person considered present and permitted to vote at the meeting by means of remote communication is a member or proxy holder; (b) the Association implements reasonable measures to provide each member and proxy holder a reasonable opportunity to participate in the meeting and to vote on matters submitted to the members, including an opportunity to read or hear the proceedings of the meeting substantially concurrently with the proceedings; and (c) if any member or proxy holder votes or takes other action at the meeting by means of remote communication, a

record of the vote or other action is maintained by the Association. The Association may hold a meeting of the members conducted solely by means of remote communication.

Section 6. Adjournment for Lack of Quorum.

If any meeting of Co-owners cannot be held because quorum is not met, the Co-owners who are present may adjourn the meeting to a time not less than forty-eight (48) hours from the time the original meeting was called. The quorum for each subsequent adjournment of a meeting will be reduced by one-half from the quorum requirement of the previously scheduled meeting.

Section 7. Consent of Absentees.

The transactions of any meeting of members, either annual or special, will be as valid as though made at a meeting duly held after regular call and notice, if a quorum be present either in person or by proxy or by absentee ballot; and if, either before or after the meeting, each of the members not present in person or by proxy, or absentee ballot, signs a written waiver of notice, or a consent to the holding of such meeting or there is an approval of the minutes. All such waivers, consents or approvals will be filed with the corporate records or made a part of the minutes of the meeting.

Section 8. Minutes; Presumption of Notice.

Minutes or a similar record of the proceedings of all meetings of members and the Board must be kept by the Association and, when signed by the President or Secretary, will be presumed accurate. A recitation in the minutes of any such meeting that notice of the meeting was properly given will be prima facie evidence that such notice was given.

Section 9. Conduct of Meetings.

The order of business at all meetings of the members will be determined by the Board. Meetings of members shall be chaired by the most senior officer of the Association present at such meeting unless the Board appoints a different chairperson for the meeting. For purposes of this Section, the order of seniority of officers shall be President, Secretary and Treasurer.

ARTICLE X
ADVISORY COMMITTEE

Within one (1) year after conveyance of legal or equitable title to the first Unit in the Condominium to a purchaser or within one hundred twenty (120) days after conveyance to purchasers of one-third (1/3) of the Units, whichever first occurs, the Developer shall cause to be established an Advisory Committee consisting of at least one (1) non-developer Co-owner. The Committee shall be established and perpetuated in any manner the Developer deems advisable, except that if more than one (1) of the non-developer Co-owners petition the Board of Directors for an election to select the Advisory Committee, then an election for such purpose shall be held. The purpose of the Advisory Committee shall be to facilitate communications between the temporary Board of Directors and the other Co-owners and to aid in the transition of control of the Association from the Developer to purchaser Co-owners. The Advisory Committee shall cease to

exist automatically when the non-developer Co-owners have the voting strength to elect a majority of the Board of Directors of the Association. The Developer may remove and replace at its discretion at any time any member of the Advisory Committee who has not been elected thereto by the Co-owners.

ARTICLE XI **BOARD OF DIRECTORS**

Section 1. Qualifications and Number of Directors.

The affairs of the Association will be governed by a Board of Directors all of whom must be Co-owners in good standing. Good standing will be deemed to be a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner who is in default of the Condominium Documents will not be qualified to be elected or appointed as a Director. Any Director who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. During the period of delinquency, the Director will not be permitted to vote on any delinquency matter of another Co-owner, including matters that may affect the Director's own Unit. If the Director does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 7 of this Article, the Director will be automatically removed from the Board of Directors for the remainder of the Director's term and the vacancy will be filled in accordance with Section 6 of this Article. The Board will consist of three (3) members. Directors will serve without compensation.

Section 2. Election of Directors.

A. First Board of Directors. The first Board of Directors shall be composed of three (3) persons and such first Board of Directors or its successors as selected by Developer shall manage the affairs of the Association until the appointment of the first non-developer Co-owner to the Board. Thereafter, elections for non-developer Co-owner Directors shall be held as provided in subsections B and C below. The Directors shall hold office until their successors are elected and hold their first meeting.

B. Appointment of Non-developer Co-owners to Board Prior to First Annual Meeting. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of twenty-five percent (25%) of the Units that may be created, one (1) of the three (3) Directors shall be selected by non-developer Co-owners. When the required percentage level of conveyance has been reached, Developer shall notify the non-developer Co-owners and request that they hold a meeting and elect the required Director. Upon certification to Developer by the Co-owners of the Director so elected, Developer shall then immediately appoint such Director to the Board to serve until the First Annual Meeting unless such Director is removed pursuant to Section 7 of this Article or such Director resigns or becomes incapacitated.

C. Election of Directors At and After First Annual Meeting.

- i. Not later than one hundred twenty (120) days after conveyance of legal or equitable title to non-developer Co-owners of seventy-five percent (75%) of the Units that may be created, the non-developer Co-owners shall elect all Directors on the Board, except that the Developer shall have the right to designate at least 1 director as long as the Developer owns and offers for sale at least 10% of the units in the Project. Whenever the seventy-five percent (75%) conveyance level is achieved, a meeting of Co-owners shall be promptly convened to effectuate this provision, even if the First Annual Meeting has already occurred.
- ii. Regardless of the percentage of Units which have been conveyed, upon the expiration of fifty-four (54) months after the first conveyance of legal or equitable title to a non-developer Co-owner of a Unit in the Project, the non-developer Co-owners have the right to elect a number of members of the Board of Directors equal to the percentage of Units they own, and Developer has the right to elect a number of members of the Board of Directors equal to the percentage of Units which are owned by Developer. This election may increase, but shall not reduce, the minimum election and designation rights otherwise established in the immediately preceding sub-section. Application of this subsection does not require a change in the size of the Board of Directors.
- iii. If the calculation of the percentage of members of the Board of Directors that the non-developer Co-owners have the right to elect under subsection 2.C.ii, or if the product of the number of members of the Board of Directors multiplied by the percentage of Units held by the non-developer Co-owners under subsection 2.B. results in a right of non-developer Co-owners to elect a fractional number of members of the Board of Directors, then a fractional election right of 0.5 or greater shall be rounded up to the nearest whole number, which number shall be the number of members of the Board of Directors that the non-developer Co-owners have the right to elect. After application of this formula Developer shall have the right to elect the remaining members of the Board of Directors.
- iv. At the First Annual Meeting and for each Annual Meeting thereafter, there shall be elected three (3) Directors.

Section 3. Term of Directors.

The term of a Director will be one year. All Directors will hold office until their successors have been elected and hold their first meeting.

Section 4. **Powers and Duties.**

The Board will have all powers and duties necessary for the administration of the affairs of the Association and may do all acts and things as are not prohibited by the Condominium Documents or otherwise required to be exercised and done by the Co-owners. In addition to the foregoing general powers and duties imposed by these Bylaws, or any further powers and duties which may be imposed by law or the Articles of Incorporation, the Board will be responsible for the following:

A. **Management and Administration.** To manage and administer the affairs of and maintenance of the Condominium and the Common Elements.

B. **Collecting Assessments.** To collect Assessments from the members of the Association.

C. **Insurance.** To carry insurance and collect and allocate the proceeds of insurance.

D. **Rebuild Improvements.** To rebuild improvements after casualty, subject to the terms above.

E. **Contract and Employ Persons.** To contract for and employ persons, firms, corporations or other agents to assist in the management, operation, maintenance and administration of the Condominium.

F. **Real or Personal Property.** To acquire, maintain, improve, buy, operate, manage, sell, convey, assign, mortgage or lease any real or personal property (including any Unit in the Condominium and any easements, rights-of-way and licenses) on behalf of the Association.

G. **Easements and Telecommunications.** To grant easements, licenses, rights of entry and to enter into any contract or agreement, including wiring agreements, utility agreements, right of way agreements, access agreements and multi-unit agreements, and to the extent allowed by law, contracts for sharing of any installation or periodic subscriber fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broad band cable, satellite dish, earth antenna and similar services (collectively "Telecommunications") to the Condominium or any Unit. Any and all sums paid by any Telecommunications or any other company or entity in connection with such service, including fees, if any, for the privilege of installing same, or sharing periodic subscriber service fees, will be receipts affecting the administration of the Condominium, within the meaning of the Condominium Act, and will be paid over to and will be the property of the Association.

H. **Borrow Money.** To borrow money and issue evidences of indebtedness in furtherance of any and all of the purposes of the business of the Association and to secure the same by mortgage, pledge, or other lien on property

owned by the Association. However, any such action will also be approved by a majority vote of members, except in the case of financing or re-financing of a Unit acquired through foreclosure of the statutory lien for unpaid Assessments, which will require no such approval.

I. **Rules and Regulations.** To make and enforce Rules and Regulations in accordance with Article VI, Section 12 of these Bylaws.

J. **Committees.** To establish such committees, either executive committees or non-executive committees, as it deems necessary, convenient or desirable and to appoint persons thereto for the purpose of implementing the administration of the Condominium and to delegate to such committees, or any specific Officers or Directors of the Association any functions or responsibilities which are not by law or the Condominium Documents required to be performed by the Board.

K. **Enforce Documents.** To enforce the provisions of the Condominium Documents.

L. **In General.** To enter into any kind of activity, to make and perform any contract and to exercise all powers necessary, incidental or convenient to the administration, management, maintenance, repair, replacement and/or operation of the Condominium.

M. **Emergency Powers.** In the event a State of Emergency is declared under municipal, county, state or federal law, the Board will have the following additional emergency powers that it may exercise, in its sole discretion, throughout the pendency of the State of Emergency and up to thirty (30) days after the expiration of the State of Emergency:

1. To take any action necessary to implement any Emergency Order of a governmental entity. If the Condominium Documents conflict with any Emergency Order, the terms of the Emergency Order shall control.
2. To determine that any portion of the Condominium is unavailable for entry, occupancy or use, or is limited in occupancy or use, to protect the health, safety and welfare of the Co-owners based upon any information contained within an Emergency Order issued by a governmental entity, the advice of a government official or the advice of licensed professionals retained by the Board.
3. To delay or suspend the enforcement of any provision of the Condominium Documents temporarily.
4. To borrow money and issue evidence of indebtedness and secure the same on property owned by the Association, to the extent permitted by law, without approval of the Co-owners, notwithstanding any other provision of the Condominium Documents.

5. To adjourn any meeting of the Association to a later date to the extent permitted by law, even if such meeting is required to be held under the Condominium Documents.

Section 5. Professional Management Agent.

The Board may employ a professional management agent at reasonable compensation established by the Board to perform such duties and services as the Board may authorize, including, but not limited to, the duties listed in Section 4 of this Article, and the Board may delegate to such management agent any other duties or powers which are not by law or by the Condominium Documents required to be performed by or have the approval of the Board or the members of the Association. In no event will the Board be authorized to enter into any contract with a professional management agent in which the maximum term is greater than three (3) years.

Section 6. Vacancies.

Vacancies on the Board caused by any reason other than the removal of a Director by a vote of the members of the Association will be filled by vote of the majority of the remaining Directors, even though they may constitute less than a quorum. Each person so appointed will be a Director until the end of the term of the Director who was replaced.

Section 7. Removal of Directors by Co-owners.

At any regular or special meeting of the Association duly called and held, any one or more of the Directors may be removed with or without cause by the affirmative vote of more than fifty (50%) percent of all Co-owners, and a successor may then and there be elected to fill the vacancy thus created. The quorum requirement for the purpose of filling any vacancy will be the normal thirty-five (35%) percent requirement set forth in Article VIII, Section 6 of these Bylaws.

Section 8. Regular Meetings.

Regular meetings of the Board may be held at such times and places as will be determined by a majority of the Directors. At least two (2) such meetings will be held during each fiscal year. Notice of regular meetings of the Board will be given to each Director, personally, or by mail, facsimile, electronically or telephone at least five (5) days prior to the date of the meeting unless waived by said Director. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process.

Section 9. Special Meetings.

Special meetings of the Board may be called by the President upon three (3) days' notice to each Director, given personally, or by mail, facsimile, electronically or by telephone, which

notice will state the time, place and purpose of the meeting. Electronic transmission of such notice may also be given in any such manner authorized by the Director entitled to receive the notice which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the Director, and which may be directly reproduced in paper form by the Director through an automated process. Special meetings of the Board will be called by the President or Secretary in like manner and on like notice on the written request of three Directors.

Section 10. Waiver of Notice.

Before or at any meeting of the Board, any Director may, in writing or orally, waive notice of such meeting and such waiver will be deemed equivalent to the giving of such notice. Attendance by a Director at any meetings of the Board will be deemed a waiver of notice of that meeting by that Director. If all the Directors are present at any meeting of the Board, no notice will be required and any business may be transacted at such meeting.

Section 11. Quorum: Meetings of the Board of Directors.

At all meetings of the Board, a majority of the Directors will constitute a quorum for the transaction of business. The acts of the majority of the Directors present at a meeting at which a quorum is present will be the acts of the Board. A Director will be considered present and may vote on matters before the Board by proxy, by teleconference, electronically or by any other method giving the remainder of the Board sufficient notice of the absent Director's vote and position on any given matter; provided however, that any vote not in writing is confirmed in writing not later than the next meeting of the Board. If, at any meeting of the Board, there be less than a quorum present, the majority of those present may adjourn the meeting to a subsequent time upon twenty-four (24) hours' prior written notice delivered to all Directors not present. At any such adjourned meeting, any business that might have been transacted at the meeting as originally called may be transacted without further notice. The joinder of a Director in the action of a meeting by signing and concurring in the minutes will constitute the presence of such Director for purposes of determining a quorum.

Section 12. First Board of Directors.

The actions of the Board of Directors of the Association or any successors thereto selected or elected before the Transitional Control Date shall be binding upon the Association so long as such actions are within the scope of the powers and duties which may be exercised generally by the Board of Directors as provided in the Condominium Documents.

Section 13. Action without Meeting.

Any action required or permitted to be taken under authorization voted at a meeting of the Board or a committee of the Board may be taken without meeting if, before or after the action, all members of the Board then in office or of the committee consent to the action in writing or by electronic transmission. The written consents will be filed with the minutes of the proceedings of the Board or committee. The consent has the same effect as a vote of the Board or committee for all purposes.

Section 14. Closing of Board of Directors' Meetings to Members; Privileged Minutes.

The Board, in its discretion, may close a portion or all of any meeting of the Board to the members of the Association or may permit members of the Association to attend a portion or all of any meeting of the Board.

Section 15. Participation by Remote Communication.

Members of the Board may participate in any meeting by means of conference telephone or other means of remote communication through which all persons participating in the meeting can communicate with the other participants. Participation in a meeting by such means constitutes presence in person at the meeting. The Board may hold a board meeting conducted solely by means of remote communication.

Section 16. Fidelity Bonds.

The Board will require that all officers and employees of the Association handling or responsible for Association funds will furnish adequate fidelity bonds, which will be in an amount at least equal to three months of regular Assessments plus the balance in the reserve fund. The premiums for such bonds will be expenses of administration.

ARTICLE XII
OFFICERS

Section 1. Designation of Officers.

The principal officers of the Association will be the President, Vice President, Secretary and Treasurer. The Directors may appoint such other officers as in their judgment may be necessary. Any two officers except that of President and Vice President may be held by one person. The President must be a member of the Board. All other officers need not be members of the Board or Co-owners. A Co-owner must be in good standing to serve as an Officer. Good standing will be deemed to include a Co-owner who is not in default of any of the provisions of the Condominium Documents. A Co-owner that is in default of the Condominium Documents will not be qualified to be elected or appointed as an Officer. Any Officer who is delinquent in any financial obligation owed to the Association, including late fees, will pay in full the amount due within sixty (60) days of the delinquency. If the Officer does not comply with the delinquency cure time period, and notwithstanding the provisions of Section 3 of this Article, the Officer will be deemed removed from their position and the vacancy will be filled in accordance with Section 3 of this Article.

A. President.

The President will be the chief executive officer of the Association and will preside at all meetings of the Association and of the Board. The President will have all of the general powers and duties which are usually vested in the office of the President of an Association, including, but

not limited to, the power to appoint committees from among the members of the Association in the President's discretion as may be deemed appropriate to assist in the conduct of the affairs of the Association.

B. Vice President.

The Vice President will take the place of the President and perform the President's duties whenever the President will be absent or unable to act. If neither the President nor the Vice President is able to act, the Board of Directors will appoint some other member of the Board to so do on an interim basis. The Vice President will also perform such other duties as will be imposed by the Board of Directors.

C. Secretary.

The Secretary will keep the minutes of all Board and Association meetings, have charge of the corporate minute book, and of such books and papers as the Board of Directors may direct; and will in general, perform all duties incident to the office of the Secretary.

D. Treasurer.

The Treasurer or management agent will have responsibility for all Association funds and securities and will be responsible for keeping full and accurate accounts of all receipts and disbursements in books belonging to the Association. The Treasurer or management agent will be responsible for the deposit of all monies and other valuable papers of the Association, in the name of and to the credit of the Association, in such depositories as may be designated by the Board.

Section 2. Election.

The officers of the Association will be elected by the Board of Directors and will hold office at the pleasure of the Board. Any vacancy in any officer position may be filled at any meeting of the Board of Directors.

Section 3. Removal.

Upon the affirmative vote of a majority of the members of the Board, any Officer may be removed by the Board either with or without cause and the successor to the removed Officer may be elected at any regular meeting of the Board or at any special meeting of the Board called for such purpose.

Section 4. Duties.

The officers shall have such other duties, powers and responsibilities as authorized by the Board.

ARTICLE XIII
INDEMNIFICATION OF OFFICERS AND DIRECTORS;
DIRECTORS AND OFFICERS' INSURANCE

Section 1. Indemnification of Directors and Officers.

Every Director and Officer of the Association will be indemnified by the Association against all expenses and liabilities, including reasonable attorney's fees and amounts paid in settlement incurred by or imposed upon the Director or officer in connection with any threatened, pending or completed action, suit or proceeding, whether civil, criminal, administrative, or investigative and whether formal or informal, to which the Director or Officer may be a party or in which they may become by reason of their being or having been a Director or Officer of the Association, whether or not they are a Director or Officer at the time such expenses are incurred, except in such cases wherein the Director or Officer is adjudged guilty of willful or wanton misconduct or gross negligence in the performance of the Director's or Officer's duties, and except as otherwise prohibited by law; provided that, in the event of any claim for reimbursement or indemnification hereunder based upon a settlement by the Director or Officer seeking such reimbursement or indemnification, the indemnification herein will apply only if the Board with the Director seeking reimbursement abstaining approves such settlement and reimbursement as being in the best interest of the Association. The foregoing right of indemnification will be in addition to and not exclusive of all other rights to which such Director or Officer may be entitled. The Board will notify all Co-owners of payment of any indemnification that it has approved at least ten (10) days before payment is made. The indemnification rights of this Article will be at all times construed to be consistent with those contained in the Articles of Incorporation of the Association.

Section 2. Directors' and Officers' Insurance.

The Association will provide liability insurance for every Director and Officer of the Association in such amounts as determined by the Board from time to time. With the prior written consent of the Association, a Director or an Officer of the Association may waive any liability insurance for such Director's or Officer's personal benefit. No Director or Officer will collect for the same expense or liability under Section 1 above and under this Section 2.

ARTICLE XIV
FINANCES AND INSPECTIONS

Section 1. Fiscal Year.

The fiscal year of the Association will be an annual period commencing on such date as may be determined by the Board. Absent such determination by the Board, the fiscal year of the Association will be the calendar year. The commencement date of the fiscal year of the Association will be subject to change by the Board for accounting reasons or other good cause.

Section 2. **Banking.**

The funds of the Association will be deposited in such bank or other depository as may be designated by the Board and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board.

Section 3. **Investment of Funds.**

Funds of the Association will be deposited in such bank or savings association as may be designated by the Board and will be withdrawn only upon the check or order of such officers, employees or agents as are designated by resolution of the Board. The funds may be invested in accounts or deposit certificates of such bank or savings association as are insured by the Federal Deposit Insurance Corporation or the Federal Savings and Loan Insurance Corporation and may also be invested in interest-bearing obligations of the United States Government.

Section 4. **Records and Books of the Association.**

The Association will keep detailed books of account showing all expenditures and receipts of administration which will specify the maintenance and repair expenses of the Common Elements and any other expenses incurred by or on behalf of the Association and the Co-owners. The non-privileged accounts, books, records, contracts, and financial statements concerning the administration and operation of the Condominium will be open for inspection by the Co-owners, the Co-owners' mortgagees, prospective purchasers and prospective mortgagees during reasonable working hours as permitted by law. Notwithstanding the foregoing, a member will not have the right to inspect books and records under the following circumstances:

- (a) Opening the stock ledger, lists of shareholder or members, lists of donors or donations, or its other books and records for inspection would impair the rights of privacy or free association of the shareholders or members.
- (b) Opening the stock ledger, lists of shareholder or members, lists of donors or donations, or its other books and records for inspection would impair the lawful purposes of the corporation. For the purposes of this section, an inspection will be deemed to impair the lawful purposes of the corporation if it seeks any records of the Association that include any privileged information or any other matter that is not permitted to be disclosed by law.

The Association will prepare and distribute to each Co-owner at least one (1) time a year a financial statement, the contents of which will be defined by the Association which may be distributed by electronic transmission given in any such manner authorized by the person entitled to receive the financial statement which does not directly involve the physical transmission of paper, which creates a record that may be retrieved and retained by the recipient, and which may be directly reproduced in paper form by the recipient through an automated process, or by making the report available for electronic transmission, provided that any member may receive a written report upon request for a reasonable reproduction fee as determined by Board or Professional Management Agent.

Section 5. **Audit or Review.**

If the annual revenue of the Association exceeds Twenty Thousand (\$20,000.00) Dollars, the Association will have its books, records and financial statements independently audited or reviewed by a certified public accountant, as defined in MCL 339.720 of the Occupational Code. The Association may opt out of the requirements imposed by the preceding sentence on an annual basis by an affirmative vote of a majority of its members. Any institutional holder of a first mortgage lien on any Unit in the Condominium will be entitled to receive a copy of such annual audited financial statement within ninety (90) days following the end of the Association's fiscal year upon written request. The audit or review will be performed in accordance with the statements on auditing standards or the statements on standards for accounting and review services, respectively, of the American Institute of Certified Public Accountants. The Association also will maintain on file current copies of the Master Deed for the Condominium including any amendments and all other Condominium Documents and will permit all Co-owners, prospective purchasers and prospective mortgagees interested in the Condominium to inspect the same during reasonable business hours.

ARTICLE XV
COMPLIANCE AND AMENDMENTS

Section 1. **Compliance with the Documents.**

The Association and all present or future Co-owners, tenants, future tenants or any other persons acquiring an interest in or using the facilities of the Condominium in any manner are subject to and will comply with the provisions of the Condominium Act, the Master Deed, these Bylaws, the Articles of Incorporation of the Association and the Rules and Regulations of the Condominium. If any provision of these Bylaws conflicts with the Condominium Act, then the Condominium Act will control. If any provision of these Bylaws conflict with the Master Deed, the Condominium Subdivision Plan, the Articles of Incorporation or any Rules and Regulations, then the order of priority in Article IX of the Master Deed controls.

Section 2. **Amendments.**

These Bylaws may be amended in accordance with the Condominium Act and the provisions of Article VIII of the Master Deed.

A. **Effective Date.**

Any amendment to these Bylaws shall become effective upon recording of such amendment in the Register of Deeds.

B. **Binding.**

A copy of each amendment to these Bylaws shall be furnished to every member of the Association after adoption; however, any amendment to these Bylaws that is adopted in

accordance with this Article shall be binding upon all persons who have an interest in the Condominium regardless of whether such persons actually receive a copy of the amendment(s).

Section 3. By Developer.

In addition to the rights of amendment provided to Developer in the various Articles of the Master Deed, Developer may, during the Construction and Sales Period and for a period of two (2) years following the expiration of the Construction and Sales Period, and without the consent of any Co-owner, mortgagee, or other person, amend these Bylaws provided such amendment or amendments do not materially alter the rights of Co-owners or mortgagees.

ARTICLE XVI
REMEDIES FOR DEFAULT / COSTS OF ENFORCING DOCUMENTS

Section 1. Default by a Co-owner.

In the event of a default by a Co-owner, lessee, tenant, nonco-owner occupant and/or guest in their compliance with any of the terms of the Condominium Documents; the Association or Co-owner(s), where appropriate, will be entitled to the following relief:

A. Remedies for Default by a Co-owner to Comply with the Documents.

Failure to comply with any of the terms or provisions of the Condominium Documents will be grounds for relief, which may include, an action to recover sums due for damages, injunctive relief, foreclosure of lien (if default in payment of Assessment) or any combination. Such relief may be sought by the Association or, if appropriate, by an aggrieved Co-owner or Co-owners.

B. Costs Recoverable from Co-owner.

Failure of a Co-owner and/or Nonco-owner occupant or guest to comply with the Condominium Documents will entitle the Association to recover from such Co-owner or Nonco-owner occupant or guest any reasonable pre-litigation attorney's fees and costs incurred in investigating and seeking legal advice concerning alleged or actual violations or obtaining their compliance with the Condominium Documents.

In any proceeding arising because of an alleged default by any Co-owner or in cases where the Association must defend an action or administrative proceeding brought by any Co-owner(s) or Nonco-owner occupant(s) or guest(s),—regardless of if the claim is original or brought as a defense, a counterclaim, cross claim or otherwise—the Association, if successful, will be entitled to recover from such Co-owner or Nonco-owner occupant or guest:

(a) interest, fines, late fees, pre-litigation costs, and the costs of the proceeding;

(b) reasonable attorney's fees, not limited to statutory fees and including attorney's fees and costs incurred pre-litigation, or incidental to any bankruptcy proceedings filed by the delinquent Co-owner or probate or estate matters, and including monitoring any payments made by the bankruptcy trustee or the probate court or estate to

pay any delinquency, and/or reasonable attorney's fees and costs incurred incidental to any State or Federal Court proceeding filed by the Co-owner; and

(c) any and all advances for taxes or other liens or costs paid by the Association to protect its lien incurred in defense of any claim or obtaining compliance or relief.

Any such amounts incurred by the Association will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws. In no event will any Co-owner be entitled to recover attorney's fees or costs against the Association.

C. Association's Right to Abate.

The violation of any of the provisions of the Condominium Documents will give the Association or its duly authorized agents the right, in addition to the rights set forth above, to enter upon the Common Elements, Limited or General, or into any Unit and remove and abate, at the expense of the Co-owner in violation, any structure, thing or condition existing or maintained contrary to the provisions of the Condominium Documents. The Association will have no liability to any Co-owner, tenant, occupant or guest arising out of its exercise of its removal and abatement power. Any such amounts incurred by the Association will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws.

D. Assessment of Fines.

The violation of any of the provisions of the Condominium Documents by any Co-owner, tenant, occupant or guest will be grounds for Assessment by the Association, acting through the Board, of monetary fines for such violations in accordance with Article XVII of these Bylaws. Any such amounts will be assessed to the Unit and Co-owner as provided in Article II of these Bylaws.

E. Involuntary Sale.

If any Co-owner (either by their own conduct or by the conduct of any occupant(s), tenant(s), guest(s), or employee(s) of their Unit), violates any of the covenants or restrictions or provisions of the Condominium Documents, and such violation continues for sixty (60) days after notice in writing from the Association, or shall occur repeatedly during any twelve (12) month period after written notice or request from the Association to cure such violation, then the Board has the power, upon ten (10) days prior written notice, to terminate the rights of the defaulting Co-owner or occupant to continue as a Co-owner or occupant and to continue to occupy, use, or control their Unit. Prior to issuing such notice, however, the Board shall call a Special Meeting of the members of the Association at which the members shall vote whether to rescind the Board's decision to terminate. If quorum is not obtained, or less than a majority of votes cast vote in favor of rescinding the termination, then the termination shall stand and the Board shall be authorized to issue the notice. At any time after issuance of such notice, the Association may file an action against the defaulting Co-owner for a decree of mandatory injunction against the Co-owner or occupant subject to the prior consent in writing, of any mortgagee, on the books of the Association, having an interest in the ownership of the defaulting Co-owner, which consent will not be

unreasonably withheld. In the alternative, the action may pray for a decree declaring the termination of the defaulting Co-owner's right to occupy, use, or control the Unit owned by them and ordering that all right, title, and interest of the Co-owner be sold (subject to liens or encumbrances thereon), at a judicial sale upon such notice and terms as the Court may establish, provided that the Court will enjoin and restrain the defaulting Co-owner from reacquiring directly or indirectly their interest at such judicial sale. The proceeds of any such judicial sale will be distributed first to pay the costs of said sale, mortgages of record according to their priority, then liens of record according to their priority, reasonable attorneys' fees of the Association, real estate taxes, and Assessments and all other expenses of the proceedings, and all such items will be charged against the defaulting Co-owner in said decree. Any balance of proceeds, after satisfaction of such charges and any unpaid Assessments hereunder or any liens, will be paid to the Co-owner. Upon the confirmation of such sale, the purchaser is entitled to such instrument of conveyance as may be provided by Court order, and to immediate possession of the Unit sold and may apply to the Court for an order of eviction for the purpose of acquiring possession and it will be a condition of any such sale, and the decree will so provide that the purchaser takes the interest in the Unit subject to the Condominium Documents.

Section 2. Nonwaiver; Failure to Enforce Rights.

The failure of the Association or of any Co-owner to enforce any right, provision, covenant or condition that may be granted by the Condominium Documents will not constitute a waiver of the right of the Association or of any such Co-owner to enforce such right, provisions, covenant or condition in the future.

Section 3. Cumulative Rights.

All rights, remedies and privileges granted to the Association or any Co-owner or Co-owners pursuant to any terms, provisions, covenants or conditions of the Condominium Documents will be deemed to be cumulative and the exercise of any one or more will not be deemed to constitute an election of remedies, nor will it preclude the party thus exercising the same from exercising such other and additional rights, remedies or privileges as may be available to such party at law or in equity.

Section 4. Rights of Co-owners.

A Co-owner may maintain an action against the Association to compel enforcement of the provisions of the Condominium Documents and may maintain an action for injunctive relief or damages against any other Co-owner for noncompliance with the Condominium Documents. Even if successful, Co-owners may not recover attorney's fees from the Association, but may recover such fees from another Co-owner if successful in obtaining compliance with the Condominium Documents or the Condominium Act.

ARTICLE XVII
FINES

Section 1. General.

The violation by any Co-owner, occupant or guest of any of the provisions of the Condominium Documents including any Rules and Regulations will be grounds for Assessment by the Association, acting through its Board, of monetary fines against the involved Unit and Co-owner. Such Co-owner will be deemed responsible for such violations whether they occur as a result of their personal actions or the actions of their family, guests, tenants or any other person admitted through such Co-owner to the Condominium Premises.

Section 2. Procedures.

Upon any such violation being alleged by the Board, the following procedures will be followed:

A. Notice.

Notice of the violation, including the Condominium Documents provision(s) violated, together with a description of the factual nature of the alleged offense set forth with such reasonable specificity as will place the Co-owner on notice as to the violation, will be sent by first class mail, postage prepaid, or personally delivered to the representative of said Co-owner at the address as shown in the notice required to be filed with the Association pursuant to Article VIII, Section 5 of these Bylaws, or if no such notice has been filed, to the Unit address.

B. Hearing.

The offending Co-owner will be provided a scheduled hearing before the Board at which the Co-owner may offer evidence in defense of the alleged violation. The hearing before the Board will be at its next scheduled meeting, but in no event will the Co-owner be required to appear less than seven (7) days from the date of the notice.

C. Hearing and Decision.

Upon appearance by the Co-owner before the Board and presentation of evidence of defense or in the event the Co-owner fails to appear at the scheduled hearing, the Board will, by majority vote of a quorum of the Board, decide whether a violation has occurred. The Board's decision is final.

Section 3. Fines.

Upon violation of any of the provisions of the Condominium Documents and upon the decision of the Board as described in Section 2 above, the following fines may be levied:

First Violation

No Fine Will Be Levied

Second Violation	\$50.00 Fine
Third Violation	\$100.00 Fine
Fourth and All Subsequent Violations	\$250.00 Fine

The Board, without the necessity of an amendment to these Bylaws, may make such changes in said fines or adopt alternative fines, including the indexing of such fines to the rate of inflation, in accordance with duly adopted Rules and Regulations promulgated in accordance with Article VI, Section 12 of these Bylaws. For purposes of this Section, the number of the violation (i.e., First, Second, etc.) is determined with respect to the number of times that a Co-owner violates the same provision of the Condominium Documents as long as that Co-owner may be an owner of a Unit or occupant of the Condominium and is not based upon time or violations of entirely different provisions. In the case of continuing violations, a new violation will be deemed to occur each successive week during which a violation continues. No further hearings other than the first hearing will be required for successive violations once a violation has been found to exist. Nothing in this Article will be construed as to prevent the Association from pursuing any other remedy under the Condominium Documents and/or the Condominium Act for such violations or from combining a fine with any other remedy or requirement to redress any violation.

Section 4. Collection.

The fines levied pursuant to Section 3 above will be assessed against the Unit and Co-owner and will be immediately due and payable. Failure to pay the fine will subject the Co-owner to all liabilities set forth in the Condominium Documents including, without limitations, those described in Article II and Article XVI of these Bylaws.

**ARTICLE XVIII
DEFINITIONS**

All terms used in these Bylaws have the same meaning as set forth in the Master Deed to which these Bylaws are attached as an Exhibit or as set forth in the Condominium Act. Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference is also included to the plural where the same would be appropriate.

**ARTICLE XIX
SEVERABILITY**

If any of the terms, provisions, or covenants of these Bylaws or the Condominium Documents are held to be partially or wholly invalid or unenforceable for any reason whatsoever, such holding will not affect, alter, modify or impair in any manner whatsoever any of the other terms, provisions or covenants of such documents or the remaining portions of any terms, provisions or covenants which are held to be partially invalid or unenforceable.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused these Bylaws to be executed the day and year first below written.

US23 Storage Development, LLC,
a Michigan Limited Liability Company

By: _____
Name: Brendan J. Foster
Its: Managing Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2022, the foregoing Bylaws were acknowledged before me by Brendan J. Foster, the Managing Member of US23 Storage Development, LLC, a Michigan Limited Liability Company, on behalf of and by authority of the company.

Notary Public,
_____ County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:

Matthew W. Heron
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800

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**MASTER DEED OF
US23 STORAGE CONDOMINIUMS**

(ACT 59, PUBLIC ACTS OF 1978, AS AMENDED)

LIVINGSTON COUNTY CONDOMINIUM SUBDIVISION PLAN NO. [REDACTED]

This Master Deed is made and executed on this [REDACTED] day of May, 2022, by US23 Storage Development, LLC, a Michigan Limited Liability Company, whose address is 400 S. Fenway Drive, Fenton, MI 48430, (hereinafter referred to as the “Developer”).

Developer desires by recording this Master Deed, together with the Bylaws attached as Exhibit A and together with the Subdivision Plan attached as Exhibit B (both of which are incorporated by reference and made a part of this Master Deed), to establish the real property described in Article II below, together with the improvements located and to be located thereon, and the appurtenances thereto, as a storage unit condominium project under the provisions of the Act.

Developer does, upon recording this Master Deed, establish US23 Storage Condominiums as a storage unit condominium project under the Act and declares that US23 Storage Condominiums (referred to as the “Condominium,” the “Project,” or the “Condominium Project”), shall, after such establishment, be held, conveyed, hypothecated, encumbered, leased, rented, occupied, improved, or in any other manner used subject to the provisions of the Act, and to the covenants, conditions, restrictions, uses, limitations and affirmative obligations set forth in this Master Deed and Exhibits A and B hereto, all of which shall be deemed to run with the land and shall be a burden and a benefit to Developer, its successors and assigns, and any persons acquiring or owning an interest in the Condominium, their grantees, successors, transferees, heirs, personal representatives, and guests.

The Project consists of One Hundred Fifteen (115) Units, apportioned among Ten (10) separate Buildings, each capable of individual use because each Unit has access to a public entrance or a Common Element of the Condominium. Each Unit Co-owner will hold an absolute and individual title to such Co-owner’s Unit and an undivided inseparable right to share with other Co-owners the Common Elements of the Condominium.

This Master Deed of US23 Storage Condominiums shall be effective upon recording with the Livingston County Register of Deeds, as required by Section 73 of the Condominium Act (MCL 559.173).

ARTICLE I
TITLE AND NATURE

Section 1. Condominium Name and Subdivision Plan Number.

The Condominium will be known as US23 Storage Condominiums, Livingston County Condominium Subdivision Plan No. [REDACTED]. The Condominium is established in accordance with the Condominium Act.

Section 2. Voting.

Co-owners will have voting rights in the US23 Storage Condominium Association as set forth herein, in the Bylaws and the Articles of Incorporation of the Association.

ARTICLE II
LEGAL DESCRIPTION

The land which was submitted to the Condominium Project established by the original Master Deed is located in the Township of Tyrone, County of Livingston, State of Michigan, and more fully described as follows:

PARCEL A:

Part of the Northeast 1/4 of Section 32, Town 4 North, Range 6 East, Tyrone Township, Livingston County, Michigan, more particularly described as follows: Commencing at the North 1/4 corner of said Section 32; thence along the North line of Section 32 and centerline of Faussett Road (66 foot wide right-of-way) North 87 degrees 10 minutes 59 seconds East, 1502.97 feet to the point of beginning of the parcel to be described; thence continuing along said North line of Section 32 and centerline of Faussett Road, North 87 degrees 10 minutes 59 seconds East, 582.17 feet to a point where the Westerly right-of-way line of US-23 intersects the North line of Section 32 and centerline of Faussett Road; thence along said Westerly right-of-way of US-23, South 33 degrees 31 minutes 20 seconds East, 672.13 feet; thence South 87 degrees 10 minutes 59 seconds West parallel with said North line of Section 32, 925.38 feet; thence North 02 degrees 49 minutes 01 degree West, 577.90 feet to a point on said North line of Section 32 and said point of beginning.

Property Address: V/L Old US 23, Fenton, MI 48430
Parcel ID #: 4704-32-200-014

ARTICLE III
DEFINITIONS

The terms utilized in this Master Deed and Exhibits “A” and “B” are also utilized in the other Condominium Documents and will have the same meaning. Wherever the terms set forth below are utilized in the Condominium Documents, they will have the following meanings:

A. The “Act” or “Condominium Act” means the Michigan Condominium Act, Act 59 of the Public Acts of 1978, MCL 559.101, et al., as amended. If any provision of this Master Deed or Exhibits “A” or “B” is found to conflict with any provision of the Condominium Act—or if any provision required by the Condominium Act is omitted—then the provisions of the Condominium Act are incorporated by reference and will supersede and cancel any conflicting provision.

B. “Additional Assessment” means the increase in Annual Assessment or such additional Assessments levied by the Board of Directors pursuant to the Condominium Documents, not provided for in the determination of the Annual Assessment under the Condominium Documents and which does not require approval of the Co-owners.

C. “Bylaws” means the attached Exhibit “A”, being also the Association Bylaws setting forth the substantive rights and obligations of the Co-owners.

D. “Master Deed” means this document which, when recorded, will establish the Condominium, and to which the Bylaws are attached as Exhibit “A” and the Condominium Subdivision Plan attached as Exhibit “B” are attached.

E. “Annual Assessment” means the annual amount of Assessments, calculated by reference to the Annual Budget.

F. “Articles of Incorporation” means the Articles of Incorporation for the US23 Storage Condominium Association.

G. “Assessment” means the share of Common Expenses and other charges levied against the Unit and Co-owner(s) which, from time to time, are payable by each Unit Co-owner as determined in accordance with the Master Deed, the Bylaws, and the Rules and Regulations, if any, of the Association. Assessments include Annual Assessments, Additional Assessments, and Special Assessments, and the term “other charges” includes:

- i. The costs, expenses, and charges for repairs and replacements the Association makes that are the Co-owner’s obligation or responsibility to make;
- ii. Any special charges made by the Association to the Co-owner for special services or facilities rendered to the Unit or Co-owner such as are provided for in MCL 559.169(2);

- iii. Any charges for special or extraordinary uses or consumptions attributable to such Unit or Co-owner;
- iv. Damages or fines resulting from the failure of the Co-owner or any occupant of the unit to comply with any of the terms, conditions, obligations, or restrictions contained in the Master Deed, the Bylaws, and the Rules and Regulations, if any;
- v. The costs (including court costs and reasonable attorneys' fees) that can be recovered by the Association under state law, federal law or the Condominium Documents;
- vi. Any other charges or Assessments permitted by the Condominium Documents to be made against the Co-owner or Non-Co-owner occupant; and
- vii. Interest upon each Assessment and charged at the highest legal rate that may be charged to an individual from the date the Assessment or charge first comes due to the date it is paid in full, and the reasonable costs of collection of any unpaid Assessments and charges (including court costs and reasonable attorneys' fees) and reasonable monthly administrative late charges).

H. "Association" means the US23 Storage Condominium Association, a Michigan Nonprofit Corporation, of which all Co-owners are members, which will administer, operate, manage and maintain the Condominium. Any action required of or permitted to the Association will be exercisable by its Board of Directors unless specifically reserved to its members by the Condominium Documents or Michigan law.

I. "Board of Directors" or "Board" means the Board of Directors of the Association organized to manage, maintain and administer the Condominium.

J. "Building" means each of the structures containing Units that are located within the Condominium as depicted on the Condominium Subdivision Plan. The following Buildings share a common element wall separating the two Buildings: A, B, E, F, G, and H, each as depicted on the Condominium Subdivision Plan.

K. "Common Elements", where used without modification, means both the General Common Elements and Limited Common Elements described in Article IV and does not refer to Units.

L. "Common Expenses" means those expenses assessed against the Condominium Units in proportion to the percentage of value or other provisions as may be contained in the Master Deed for apportionment of the expenses of administration, operation, management, and maintenance of the Condominium, including:

- i. All sums the Association lawfully assesses against all Units in the Condominium;

- ii. Expenses associated with the maintenance, repair, renovation, restoration, or replacement of Common Elements, except to the extent such expenses may be allocable to a single Unit or to a group of Units which are less than all Units in the Condominium; and
- iii. Expenses the Association determines from time to time to be Common Expenses.

M. "Condominium", "Condominium Project" or "Project" means US23 Storage Condominiums as a Condominium established in conformity with the provisions of the Condominium Act and includes 1) the land and all buildings, all improvements and structures and 2) all easements, rights and appurtenances belonging to the Condominium.

N. "Condominium Documents" means and includes this Master Deed, the Bylaws attached as Exhibit "A", the Condominium Subdivision Plan attached as Exhibit "B", the Articles of Incorporation for the Association and the Rules and Regulations, if any, of the Association.

O. "Condominium Premises" means and includes the land described in Article II above and the buildings, improvements and structures thereon, and all easements, rights, and appurtenances belonging to the Condominium.

P. "Condominium Subdivision Plan" or "Plan" means the Condominium Subdivision Plan attached as Exhibit "B", which assigns a number to each Unit and includes a description of the nature, location and approximate size of certain Common Elements.

Q. "Construction and Sales Period" means for the purposes of the Condominium Documents and the rights reserved to the Developer thereunder, the period commencing with the recording of the Master Deed and continuing as long as Developer owns any Unit.

R. "Co-owner" means a person, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination(s) thereof who or which owns one or more Units in the Condominium. The term "Owner" or "owner" is synonymous with the term "Co-owner." Both land contract vendees and vendors are considered a Co-owner and are jointly and severally liable for all obligations and responsibilities of Co-owners under the Condominium Documents or in the Condominium Act.

S. "Developer" refers to US23 Storage Development, LLC, which made and executed this original Master Deed, and its successors and assigns.

T. "First Annual Meeting" means the initial meeting at which non-Developer Co-owners are permitted to vote for the election of Directors and upon all other matters that properly may be brought before the meeting. Such meeting is to be held (a) in

Developer's sole discretion after fifty (50%) percent of the Units that may be created are sold, or (b) mandatorily within (i) fifty-four (54) months from the date of the first Unit conveyance, or (ii) one hundred twenty (12) days after seventy-five (75%) percent of all Units that may be created are sold, whichever occurs first.

U. "General Common Elements" means the Common Elements other than the Limited Common Elements as described in Article IV.

V. "Improvements" mean any and all temporary or permanent structures, installations, plantings, placements, displays, signs, alterations, modifications, additions, improvements, or other items or changes.

W. "Limited Common Elements" means a portion of the Common Elements reserved in this Master Deed for the exclusive use of less than all the Co-owners.

X. "Master Deed" means this document which includes the Condominium Bylaws attached as Exhibit "A" and the Condominium Subdivision Plan attached as Exhibit "B."

Y. "Mortgagee" means the named mortgagee or owner of any mortgage on all or any portion of the Condominium.

Z. "Occupant" means a person or entity with the right to use all or part of a Unit for storage.

AA. "Percentage of Value" means the percentage assigned to each Unit in Article VI. The Percentages of Value assigned to each Unit shall be as set forth in Article VI. The Percentages of Value of all Units must total one hundred percent (100%). Percentages of Value will be determinative only with respect to those matters to which they are specifically deemed to relate in the Condominium Documents or in the Condominium Act.

BB. "Person" means an individual, firm, corporation, limited liability company, partnership, association, trust or other legal entity or any combination thereof.

CC. "Rules" or "Rules and Regulations" means those rules and regulations duly adopted by the Board of Directors in accordance with the Condominium Documents and Section 65 of the Condominium Act, MCL 559.165.

DD. "Special Assessments" as used in the Condominium Documents means those Assessments which may be levied by the Board of Directors other than Annual Assessments and Additional Assessments.

EE. "Township" means Tyrone Township, a Michigan municipal corporation, located in Livingston County, Michigan, and its successors, assigns and transferees.

FF. “Transitional Control Date” means the date on which a Board of Directors of the Association takes office pursuant to an election in which the votes which may be cast by eligible Co-owners unaffiliated with the Developer exceed the votes which may be cast by the Developer.

GG. “Unit” or “Condominium Unit” means a single Unit in US23 Storage Condominiums, as identified on the Condominium Subdivision Plan attached to the original Master Deed as Exhibit “B” and incorporated herein, as may be amended, whether such Unit is complete or incomplete.

Other terms which may be utilized in the Condominium Documents and which are not defined in this Article shall have the meanings as provided in the Condominium Act.

Whenever any reference is made to one gender, the same includes a reference to any and all genders where the same would be appropriate. Similarly, whenever a reference is made to the singular, a reference also includes to the plural where the same would be appropriate.

ARTICLE IV COMMON ELEMENTS

Section 1. Common Elements.

The Common Elements of the Condominium are described in the Condominium Subdivision Plan and also described as follows:

A. General Common Elements.

The General Common Elements are:

- (1) **Land.** The land described in Article II except to the extent otherwise designated herein;
- (2) **Roads and Parking Areas.** All roadways, driveways, parking areas (which are located in front of each Unit’s overhead entry door), curbs, medians, and sidewalks within the Condominium are General Common Elements;
- (3) **Gas.** The gas distribution system throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including, the individual heaters and/or gas meter for a Unit, or if no gas meter for a Unit, the point of entry into a Unit;
- (4) **Electrical.** The electrical transmission mains and wiring throughout the Condominium, including that contained within Units and Unit walls, up to the point of connection with, but not including, the electric meter for a Unit, together with common lighting for the Condominium;

(5) **Water and Irrigation.** The water distribution system throughout the Condominium, including any well, well system, pump, pump controls, pressure tank, power supply and distribution system, along with any water shutoff valves and any portion of the water distribution system that is contained within Unit walls, up to the point of connection with, but not including, the water meter for a Unit, or if there is no water meter for a Unit, the fixtures for and contained within a Unit, and including the irrigation system throughout the Condominium, if any, including all common irrigation system fixtures, pumps and connections and all common irrigation system controls for the Common Elements;

(6) **Fire Suppression System.** The entirety of the Condominium's fire suppression system, if any, including fire hydrants, sprinkler heads, and water lines, regardless of whether they are located inside or outside of a Unit.

(7) **Telecommunications and Cable Television.** The telecommunications system throughout the Condominium, if any, up to the point of entry to each Unit;

(8) **Sanitary Sewer and Plumbing.** The sanitary sewer system throughout the Condominium, if any, including any portions of the system that are contained within Unit walls, up to the point of entry to a Unit, not including any portions of the wastewater collection system not located within a Common Element or any portion of the sanitary sewer system which has been dedicated to the public;

(9) **Storm Water Drainage Facilities.** The water drainage system throughout the Condominium, including below-ground and above-ground systems and floor drains, up to the point of entry to a Unit, including any retention pond and/or drain field located outside of a Unit;

(10) **Landscaping.** All landscaping, berms, trees, plantings and signage for the Condominium, and other structures and improvements, if any, located on the General Common Element land;

(11) **Fencing, Walls, and Security Gate.** Any wall, retaining wall, fencing or similar structures including privacy fences, located within the General or Limited Common Elements, and the security gate at the entrance of the Project;

(12) **Monuments and Signs.** Any and all monuments and signs located on the General or Limited Common Elements;

(13) **Easements.** All easements that are appurtenant to and that benefit the Condominium pursuant to recorded easement agreements, reciprocal or otherwise;

(14) **Foundations, Supporting Columns and Loading Docks.** The foundations, supporting columns and other structural supports;

(15) **Accessory Building.** The Accessory Building located within Building C and all of the contents within the Accessory Building (including all utilities); and

(16) **Other.** All other elements of the Condominium not designated in this Article IV as General or Limited Common Elements which are not enclosed within the boundaries of a Unit, and which are intended for common use or are necessary to the existence, upkeep, and safety of the Condominium.

Some or all of the utility lines, systems (including mains and service leads) and equipment, described above may be owned by the local public authority or by the company providing the pertinent service. Accordingly, such utility lines, systems and equipment will be General Common Elements only to the extent of the Co-owners' interest therein, if any.

Some or all of the utility lines, systems (including mains and service leads) and equipment described above ("utility system") service single buildings containing more than one Unit. Accordingly, and where necessary or applicable, there will be an easement for the Common Element through each Unit to enable the utility system to appropriately serve each of the Units in the subject building.

B. Limited Common Elements.

Limited Common Elements will be subject to the exclusive use and enjoyment of the Co-owner of the Unit(s) to which the Limited Common Elements are appurtenant. The Limited Common Elements are as follows:

(1) **Doors.** The overhead sliding door and man-door(s) for each Unit are Limited Common Elements of the Unit to which they are appurtenant.

(2) **Balconies and Mezzanine Areas.** Balconies and mezzanine areas, if any, are Limited Common Elements of the Units to which they are appurtenant.

(3) **Other.** Any other elements of the Condominium, not enclosed within a Unit, which are appurtenant to and/or benefit one or more Units, though less than the entire Condominium, will be Limited Common Elements.

Section 2. Responsibility for Unit and Common Elements.

Subject at all times to the Association's exclusive right and obligation to control and approve the exterior appearance and use of all Units and appurtenant Limited Common Elements as described in Article VI of the Bylaws, the respective responsibilities for the maintenance, decoration, repair and replacement of the Units and Common Elements comprising the Condominium are as follows:

A. Co-owner Responsibilities:

(1) **Unit and Limited Common Elements.** Except as provided in Section 2(B) below, the primary responsibility for maintenance, decoration, repair and replacement, including all costs associated therewith, of a Unit, including all fixtures, improvements and personal property located therein or elsewhere throughout the Condominium, the Limited Common Elements and those General Common Elements described herein, will be borne by the Co-owner of the Unit. Additionally, each Co-owner will be responsible for the cost of decorating, maintaining, repairing and replacing the following items:

- (a) All appliances and equipment within the Unit and supporting hardware, including, but not limited to, any HVAC system, furnace, heaters, air conditioner and compressor and related ductwork, any alarm system;
- (b) Electrical lines, wires, outlets, switches, boxes, circuit breakers and fixtures from the point of connection with, and including, the electrical meter for the Unit (even though part of the system may be designated as a General Common Element);
- (c) The gas lines, pipes, valves and fixtures from the point of connection to the gas meter for the Unit, or, if there is no gas meter, from the point the same branches off to solely serve an individual Unit (even though part of the system may be designated as a General Common Element), but specifically excluding any mains or lines running through the Unit to serve other Units or the Common Elements;
- (d) The water lines and traps within a Unit (even if they may be designated as General Common Elements);
- (e) All cabinets, counters, sinks, floor tile, wall tile and related hardware, light fixtures within Units, and plumbing fixtures within Units;
- (f) All improvements and/or decorations, including, but not limited to, paint, wallpaper, window treatments, carpeting or other floor covering and trim regardless of if the same is damaged or removed as a result of the malfunction of a General Common Element or as a result of the Association performing its maintenance repair or replacement responsibilities;
- (g) All windows, interior doors, Unit entry and access doors, including overhead doors, man-doors, storm doors, screens, locks, hardware, thresholds, sills and weather stripping;

- (h) All attic and wall insulation repair, replacement and maintenance, and all interior drywall repair, replacement, maintenance and painting; and
- (i) All other items not specifically enumerated above, but which are located within the boundaries of a Unit.

(2) **Utility Charges.** All individually metered utility services, including electricity, gas, cable and telephone, will be borne by the Co-owner of the Unit to which the services are furnished. All commonly metered utilities will be borne by the Association as an expense of administration. In the event of waste, the Board of Directors has the authority to assess the excess consumption cost to the Co-owner of the Unit where the waste occurred. "Waste" will mean and include the failure (whether intentional or by virtue of negligence) to maintain appliances as determined by the Board of Directors in its reasonable discretion. Any costs or damages to the Association or to other Co-owners for such waste may be assessed to and collected from the responsible Co-owner in the manner provided in Article II of the Bylaws.

(3) **Common Exterior Lighting.** The cost of electricity for common lighting will be borne by the Association as an expense of administration. Once approved by the Developer or Association, as applicable, Co-owners will not modify or change any exterior light fixtures nor cause the electrical flow for their operation to be interrupted at any time. Each Co-owner will be responsible for paying the electrical charges for exterior lighting that is affixed to such Co-owner's building and for replacing light bulbs within such fixtures. No Co-owner will disconnect or render exterior lighting inoperative.

(4) **Co-owner Additions, Modifications.** Co-owner improvements, additions or modifications, even though approved by the Association, will not be considered Limited or General Common Elements in any case, and will be the complete responsibility of the Co-owner. Should the Association require access to any elements of the Condominium which necessitates the moving or destruction of all or part of any such addition or modification, all costs, damages and expenses involved in providing access and restoring the addition or modification will be borne by the Co-owner. A Co-owner will refrain from repairing, altering, replacing, removing, painting, decorating or changing the exterior of a Unit or any exterior appendage, including, without limitation, air conditioning units and Unit entry doors, whether exclusively used by the Co-owner or otherwise, without first obtaining the Association's prior written consent pursuant to Article VI of the Bylaws, which shall not be unreasonably withheld. Any replacement window, door (including sliding door), or other element will be comparable to the original and must be approved by the Association prior to installation.

(5) **Co-owner Fault.** Any and all costs for maintenance, decoration, repair and replacement of any Common Element caused by the intentional or unintentional act(s) of any Co-owner, or the guests, tenants or invitees of a Co-owner, will be borne by the Co-owner. The Association may incur such costs and charge and collect them from the responsible Co-owner in the manner as an assessment in accordance with Article II of the Bylaws.

(6) **Repair to Association Specifications.** All maintenance, repair and replacement obligations of the Co-owners as described above and as provided in the Bylaws will be performed subject to the Association's mandatory prior written approval and control with respect to color, style, timing, material and appearance.

(7) **Failure of Co-owner to Perform Maintenance Responsibilities.** If a Co-owner fails to maintain, decorate, repair or replace any items for which he or she is responsible, the Association shall have the right, but not the obligation, to take whatever action or actions it deems desirable to maintain, decorate, repair or replace any such Limited Common Elements, at the expense of the Co-owner of the Unit, in accordance with Article VII, Section 3 of this Master Deed.

B. Association Responsibilities:

Except as otherwise expressly provided in this Master Deed or the Condominium Bylaws, the Association will, to extent and at such times as the Board determines, in the exercise of its business judgment, maintain and keep the following Common Elements for which it bears such responsibility, in a reasonable state of good working order, condition and repair, in a reasonably clean, neat, safe and sanitary condition, and in conformity with all laws, ordinances, and regulations applicable to the Common Elements:

(1) **General Common Elements.** Except in cases of Co-owner fault, the costs of maintenance, decoration, repair and replacement of all General Common Elements—except those assigned to the Co-owners under the various subsections of Section 2(A) above—will be borne by the Association, in accordance with the provisions of this Article and the Bylaws.

The Association is responsible for the proper operation and maintenance of the wastewater treatment and disposal system serving the project. This does not include those portions of the wastewater collection system not located within a General Common Element.

The Association is responsible for the proper operation and maintenance of the water supply system serving the project. This includes, but may not be limited to, the well, pump, pump controls, pressure tank, power supply and distribution system. This does not include those portions of the distribution system not located within the general common elements.

(2) **Unauthorized Repair.** The Association will not be obligated to reimburse Co-owners for repairs that the Co-owner makes or contracts for. The Association will only be responsible for payments to contractors for work authorized by the Board of Directors or by the management company hired by the Association.

C. Unusual Expenses. Any other unusual common expenses benefiting less than all of the Units, or any expenses incurred as a result of the conduct of less than all of those entitled to occupy the Condominium, or by their licensees or invitees, will be specifically assessed against the Unit or Units or Units involved in accordance with MCL 559.169 of the Condominium Act.

D. Irrigation Equipment, Water Shutoff Valves and Fire Alarm System. A Co-owner whose Unit contains irrigation equipment, common water shutoff valves, or fire alarm equipment will not restrict the Association, contractors, utility companies or respective governmental agencies from entering a Unit to maintain, repair or replace such equipment if necessary, by the Association. The Association will not be responsible for damage to floor tile, carpeting, paneling, wall coverings, walls or other improvements or property in the Unit or Limited Common Elements which may be damaged in the course of maintenance, repair and replacement of such equipment or due to any and all failure of the equipment.

E. Liability of Association.

(1) The Association shall not be liable for any damage, injury or loss to person or property, arising from or related to, any water, rain, snow or ice which may leak or flow from any portion of the Common Elements or from any device, pipe, drain, conduit, appliance or equipment which the Association is responsible to maintain, unless the following are established:

- (a) for damages arising after the Unit's Co-owner notified the Association, in writing, of the water, rain, snow, ice, a specific leak or specific water flow from any portion of the Common Elements or device, pipe, drain, conduit, appliance or equipment for which the Association has a maintenance responsibility; and
- (b) only if the Association failed to exercise due care to correct the water, rain, snow, ice, a specific leak or specific water flow within a reasonable time thereafter.

(2) The Association may, but is not obligated to, take such action as it deems appropriate to address potential security concerns within the Condominium or at an Association activity. No representation or warranty is made that any security measures undertaken by the Association will prevent damage to person or property caused by third parties. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk that criminal acts of third parties may occur on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to the criminal acts of third parties, a failure to provide adequate security or ineffectiveness of any security measures undertaken by the Association.

(3) The Association may, but is not obligated to, take such action as it deems appropriate to clean and sanitize the Common Elements. No representation or warranty is made that any cleaning or sanitation efforts undertaken by the Association will prevent any damage, injury or loss, to person or property caused by any bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus, including, but not limited to, communicable diseases. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that a bacteria, biological or bio-chemical agent,

chemical, disease, microorganism, pathogen, pollutant, toxin or virus that may cause bodily injury, sickness or death may be present within or on the Common Elements or at an Association activity. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers for any damage, injury or loss, to person or property, arising from or related to a bacteria, biological or bio-chemical agent, chemical, disease, microorganism, pathogen, pollutant, toxin or virus.

(4) Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that damage, injury or loss, to person or property, arising from or related to circumstances beyond the Association's reasonable control, including, but not limited to, asbestos, acts of god, acts of terrorism, civil or military disturbances, earthquakes, floods, governmental actions, labor disputes, lead contamination, loss or malfunctions of utilities, nanotechnology, natural disasters, nuclear radiation, riots or wars, may occur. Each Co-owner acknowledges, for themselves and their tenants, occupants, invitees and licensees, that they assume the risk of using the Common Elements and participating in Association activities knowing that such circumstances may occur. Further, each Co-owner, for themselves and their tenants, occupants, invitees and licensees, waives any liability against the Association, its agents, and any volunteer Board members, committee members or officers unless such damage, injury or loss is covered and paid for by the Association's insurance.

ARTICLE V USE OF PREMISES

No Co-owner will use their Unit or the Common Elements in any manner inconsistent with the purposes of the Condominium, the Condominium Documents, zoning and other ordinances of Tyrone Township, Livingston County, State and Federal laws and regulations, or in any manner which will interfere with or impair the rights of any other Co-owner in the use and enjoyment of their Unit or the Common Elements.

ARTICLE VI UNIT DESCRIPTION AND PERCENTAGE OF VALUE

Section 1. Unit Description.

The condominium consists of One Hundred Fifteen (115) Units, labeled 1 through 115 inclusive, and apportioned among Ten (10) separate Buildings, labeled Buildings A through J inclusive, as identified on the Condominium Subdivision Plan. Each Unit in the Condominium is described in this Section with reference to the Condominium Subdivision Plan of US23 Storage Condominiums, as prepared by Griggs Quaderer, Inc., and attached as Exhibit B to the original Master Deed for US23 Storage Condominiums. Each Unit shall include all that space within the interior surfaces of the concrete flooring, finished ceiling, and finished drywall, as shown on the Condominium Subdivision Plan and delineated with heavy outlines.

Section 2. Calculation of Percentage of Value.

The percentage of value assigned to each Unit shall be equal. The total value of the Project is 100%. The determination that percentages of value shall be equal was made after reviewing the comparative characteristics of each Unit in the Project and concluding that insofar as the allocation of percentages of value is concerned, there was no material difference in square footage for each Unit warranting a difference in percentage of value for determining the proportionate share of each respective Co-owner in the proceeds and expenses of administration.

The percentage of value assigned to each Unit shall be determinative of each Co-owner's respective share of the Common Elements of the Condominium Project and the proportionate share of each respective Co-owner in the proceeds and expenses of the administration. As set forth in the Bylaws, each Unit shall have an equal number of votes in the association of Co-owners.

Section 3. Relocation of Boundaries and Consolidation of Adjoining Units by Co-owners.

Boundaries between adjoining Units may be relocated and adjoining Units may be consolidated at the request of the Co-owners of adjoining Units and upon approval of the Developer and of the affected mortgagees of these Units in the manner provided by the Condominium Act. Upon written application of the Co-owners of the adjoining Units and upon the approval of the Developer and said affected mortgagees, the Board of Directors shall prepare and execute an amendment to the Master Deed relocating or consolidating the boundaries pursuant to the Condominium Act, MCL 559.148, and allocating to the resulting Units or Unit (if a consolidation into a single Unit) the agreed reallocation of percentage of value and aggregate number of votes of the original adjoining Units. The amendment must be delivered to the Co-owners of the Units involved upon payment by them of all reasonable costs for the preparation and recording thereof which may be assessed to and collected from the responsible Co-owners in the manner provided in Article II of the Condominium Bylaws.

**ARTICLE VII
EASEMENTS, RESTRICTIONS AND AGREEMENTS**

Section 1. Easements for Encroachment, Utilities and Support.

In the event any Unit or Common Element encroaches upon another Unit or Common Element, whether by deviation from the plans in the construction, repair, renovation, restoration, or replacement of any improvement or by reason of the settling or shifting of any land or improvement, a valid easement for the encroachment will exist, except to the extent limited by MCL 559.140 of the Condominium Act.

There will be easements to, through and over those portions of the land, structures, buildings, improvements and walls contained therein for the installation, maintenance and servicing of all utilities in the Condominium, including, but not limited to, lighting, heating, power, sewer, water and communications including telephone and cable television lines. Easements of support will exist with respect to any Unit wall that supports a Common Element.

Section 2. Right to Grant Easements.

The Developer and the Board of Directors of the Association may grant easements over or through any portion of any General Common Elements for utility, roadway, construction or safety purposes. The Association further has the right to dedicate all streets and all utilities and utility easements located within the Condominium to the public for such consideration as the Association will determine in its sole discretion.

Section 3. Easement for Maintenance, Repair and Replacement.

Developer, the Association, and all public or private utilities will have such easements over, under, across and through the Condominium, including all Units and Common Elements, as may be necessary to fulfill any responsibilities of maintenance, repair, decoration, replacement or upkeep which they or any of them are required or permitted to perform under the Condominium Documents or by law or to respond to any emergency or common need of the Condominium. If a Co-owner fails to maintain, decorate, repair, replace or otherwise keep their Unit, any improvements or appurtenances or any Common Elements for which the Co-owner is responsible, the Developer and/or Association may (but is not required) in its discretion take whatever actions it deems desirable to so maintain, decorate, repair or replace the Unit, its appurtenances or any of the Common Elements for which the Co-owner is responsible. The Developer and/or Association will not be liable to the Co-owner of any Unit or any other person in trespass or in any other form of action for the exercise of rights pursuant to the provisions of this Section or any other provision of the Condominium Documents that grant such easements, rights of entry or other means of access. Failure of the Developer or the Association to take any such action will not be deemed a waiver of the Developer and/or Association's right to take any such action at a future time.

Section 4. Storm Water Drainage Easements.

Storm water drainage facilities, including easements, may be established to assure the perpetual functioning of any storm water detention areas and drainage facilities within and serving the Project as shown on Exhibit B, including off-site storm water drainage facilities and easements serving the Project pursuant to separate easement documents recorded or to be recorded. If and when established, to maintain their intended function, no modification, use or occupancy of such areas is allowed without the prior written approval of any entity whose consent was required to establish the facility, including the Developer, the Association and any applicable governmental authorities. The Association is responsible for maintenance, repair and replacement of any storm water drainage facilities of the Project in accordance with any applicable easements and the requirements of applicable governmental authorities, and the cost of such maintenance, repair and replacement shall be assessed to the Co-owners of the Units by the Association as described in the Bylaws.

Section 5. Maintenance Easement for Water Supply and Wastewater Facilities.

The Developer, and the Association at the conclusion of the Sales and Development Period, shall have unrestricted access to the water supply and wastewater facilities located within the Condominium for ongoing operation and maintenance. The Developer, and the Association at the conclusion of the Sales and Development Period, shall have an easement to maintain, repair, and replace the wastewater collection or water distribution system and if any components of such systems are located within a Unit or Limited Common Element, then the Co-owner of the Unit or Limited Common Element appurtenant to that Unit shall provide a means of access to these in order to effectuate the foregoing easement.

Section 6. Telecommunications Agreements.

The Developer, and the Association acting through its duly constituted Board of Directors, will have the power to make or cause to be made such installations and/or grant such easements, licenses and other rights of entry, use and access and to enter into any contract or agreement, including wiring agreements, right-of-way agreements, access agreements and multi-Unit agreements and, to the extent allowed by law, contracts for sharing of any installation or periodic subscriber service fees as may be necessary, convenient or desirable to provide for telecommunications, videotext, broadband cable, satellite dish, earth antenna and similar services (collectively referred to as "Telecommunications") to the Condominium or any Unit therein. Any and all sums paid by any Telecommunications or other company or entity in connection with such service, including fees, if any, for the privilege of installing the same or sharing periodic subscriber service fees, to the Association will be receipts of administration of the Condominium within the meaning of the Condominium Act and will be paid over to and will be the property of the Association.

Section 7. Emergency and Public Service Vehicle Access Easement.

There will exist for the benefit of the Co-owners, Tyrone Township, and any emergency service agency or other governmental unit, an easement over all roads and driveways in the Condominium for use by Tyrone Township and emergency or other governmental service vehicles. Said easement will be for purposes of ingress and egress to provide, without limitation, fire and police protection, ambulance and rescue services, both public and private school transportation and other lawful governmental or private emergency services to the Condominium and Co-owners. The U.S. Postal Service will have an easement over the roads in the Condominium for its vehicles for delivery of mail. The granting of these easements will not be construed as a dedication of any streets, roads or driveways to the public.

Section 8. Further Rights Reserved to Developer.

Developer reserves for the right for itself, the Association, their respective successors and assigns and all Co-owners of the land described in Article II, or portion or portions thereof,

perpetual easements to use, tap, tie into, extend and enlarge all utility mains located in the Condominium, including, but not limited to water, gas, telephone, electrical, cable television, storm and sanitary sewer mains and appurtenances. Developer further reserves easements over the land described in Article II of the Master Deed for the purpose of reasonable access from the Roads to the Units in furtherance of development of the Project.

Section 9. Other Easements.

The Condominium Property is also or may also be encumbered by other easements, including, but not necessarily limited to: (i) easements for sanitary sewers granted to Tyrone Township and the State; (ii) [REDACTED]; and (iii) the rights of the public and of any governmental unit to any road, street or highway.

**ARTICLE VIII
AMENDMENTS**

This Master Deed and any Exhibit hereto may be amended as provided in the Condominium Act in the following manner:

Section 1. Co-owner Approval.

Except as otherwise provided and subject to Section 2 below, the Developer and Association may make and record amendments to this Master Deed, the Condominium Bylaws or the Condominium Subdivision Plan upon the affirmative vote of two-thirds (2/3) of the Co-owners entitled to vote as of the record date for such vote, which will be the date that the acceptance of votes ends unless otherwise established by the Board of Directors.

Section 2. Mortgagee Consent.

Whenever a proposed amendment would materially alter or change the rights of mortgagees as defined in MCL 559.190a(9) of the Condominium Act, such amendment will require the consent of not less than two-thirds (2/3) of all mortgagees of record. A mortgagee will have one vote for each mortgage held. Mortgagee approval will be solicited in accordance with MCL 559.190a of the Condominium Act.

Section 3. Modification of Units, Common Elements and Percentage of Value.

Notwithstanding any other provision of this Article, the method or formula used to determine the Percentages of Value of Units in the Condominium, as described in Article VI, may not be modified without the consent of each affected Co-owner and mortgagee, except as permitted by the provisions of the Condominium Act, as amended. A Co-owner's Unit dimensions or appurtenant Limited Common Elements may not be modified without the Co-owner's consent.

The Condominium may be terminated only in accordance with MCL 559.151 of the Condominium Act. Units may be consolidated as provided in MCL 559.148 of the Condominium Act.

Section 4. By Developer.

Pursuant to Section 90(1) of the Act, Developer hereby reserves the right, on behalf of itself and on behalf of the Association, to amend this Master Deed and the Condominium Documents without approval of any Co-owner or mortgagee for the purposes of correcting survey or other errors, including building location errors, and for any other purpose unless the amendment would materially alter or change the rights of a Co-owner and of a mortgagee, in which event Co-owner and mortgagee consent shall be required as above provided in this Article.

The Developer further reserves the right to amend this Master Deed and the Condominium Documents, including the Bylaws and Subdivision Plan, to implement any expansion, contraction, or conversion permitted by another Article of this Master Deed, without a vote or consent of the Co-owners or Mortgagees.

In addition, and notwithstanding any contrary provisions of the Master Deed or Bylaws, but subject to the limitations set forth in Section 3 above, and Section 90(3) of the Act, Developer reserves the right to materially amend the Master Deed or any of its exhibits for the following purposes:

- (a) To modify the types and sizes of Units and the General Common Elements and any Limited Common Elements adjoining or appurtenant to Units prior to the sale of such Unit to a Co-owner so long as such modification does not interfere with the adjacent Unit or its appurtenant Limited Common Elements which have been sold to a Co-owner;
- (b) To amend the Bylaws subject to any restriction on amendment stated in the Bylaws;
- (c) To correct arithmetic errors, typographical errors, survey or plan errors, deviations in construction or any similar errors in the Master Deed, Condominium Subdivision Plan or Bylaws, or to correct errors in the boundaries or location of improvements;
- (d) To clarify or explain the provisions of the Master Deed or Exhibits;
- (e) To comply with the Act or rules promulgated thereunder, or any requirements of any governmental or quasi-governmental agency or any financing institution or entity providing mortgage loans for Units to the Condominium;
- (f) To make, define, or limit easements affecting the Condominium; and

(g) To record an “AS BUILT” Condominium Subdivision Plan and/or Consolidating Master Deed and/or designate any improvements shown in Exhibit B as “MUST BE BUILT”, subject to any limitations or obligations imposed by the Act.

The amendments described in this Section may be made without the consent of the Co-owners or mortgagees. The rights reserved to the Developer under this Section may not be amended except with the consent of the Developer.

Section 5. Developer Approval.

During the Construction and Sales Period, Articles VII and VIII of this Master Deed shall not be amended nor shall the provisions thereof be modified by any other amendment to this Master Deed without the written consent of the Developer.

Section 6. Termination, Vacation, Revocation and Abandonment.

The Condominium may be terminated, vacated, revoked or abandoned with the written consent of eighty percent (80%) of the Co-owners and eighty percent (80%) of first mortgagees, and otherwise allowed by law.

ARTICLE IX
CONFLICTING PROVISIONS

If any provision of this Master Deed conflicts with the Act, the Act shall control. If any provision of this Master Deed conflicts with any provision of the Bylaws, the Condominium Subdivision Plan, the Articles of Incorporation and any Rules and Regulations, the following order of priority controls:

1. Master Deed
2. Condominium Subdivision Plan
3. Articles of Incorporation
4. Bylaws
5. Rules and Regulations

If any provision of this Master Deed is held in whole or in part to be unenforceable for any reason, the remainder of that provision and the Master Deed will be severable and remain in effect.

[SIGNATURE AND ACKNOWLEDGMENT ON FOLLOWING PAGE]

IN WITNESS WHEREOF, the Developer has caused this Master Deed to be executed the day and year below written.

US23 Storage Development, LLC,
a Michigan Limited Liability Company

By: _____
Name: Brendan J. Foster
Its: Managing Member

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

On this _____ day of _____, 2022, the foregoing Master Deed was acknowledged before me by Brendan J. Foster, the Managing Member of US23 Storage Development, LLC, a Michigan Limited Liability Company, on behalf of and by authority of the company.

Notary Public,
 County, Michigan
My Commission Expires: _____
Acting in _____ County, Michigan

Drafted by and when recorded, return to:
Matthew W. Heron
Hirzel Law, PLC
37085 Grand River Avenue, Suite 200
Farmington, Michigan 48335
(248) 478-1800



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

June 9, 2022

**Special Land Use and Combined Preliminary and
Final Site Plan Review
for
Tyrone Township, Michigan**

PETITION INTRODUCTION

Applicant:	Brendan and Stephanie Foster
Owner:	Benecor INC
Request:	Special land use and combined preliminary and final site plan for a mini-warehouse facility
Plan Date:	May 12, 2022 (<i>site plan, revised</i>) May 6, 2021 (<i>building plan, original issue date</i>)
Use Statement Date:	undated

PETITION DESCRIPTION

The applicant is requesting a special land use and combined preliminary and final site plan for a new mini-warehouse facility. The proposed mini-warehouse facility will be a condominium project, with individuals owning their unit, rather than renting them.

The site will include a total of 115 individual units, measuring roughly 770 square feet to 818 square feet, each with a private powder room. The units will be located within 7 buildings.

The site plan calls for regrading the site, installing a stormwater management system, adding landscaping, and adding paved surfaces for parking/unloading and access.

The Planning Commission reviews site plan/special land use applications and makes a recommendation, and the Township Board makes the final decision.

Foster/Benecor Mini-warehouse Facility

Special Land Use and Combined Preliminary and Final Site Plan

June 9, 2022

PROPERTY INFORMATION

Address: n/a
Location: Southwest corner of Old US-23 and Faussett
Parcel Number: 4704-32-200-014
Lot Area: ~9.55 acres (*net*)
~10.00 acres (*gross*)
Frontage: ~582 feet along Faussett
~672 feet along Old US-23
Existing Land Use: Vacant

The site is outlined below with the blue line.

Aerial of the Site



Foster/Benecor Mini-warehouse Facility

Special Land Use and Combined Preliminary and Final Site Plan

June 9, 2022

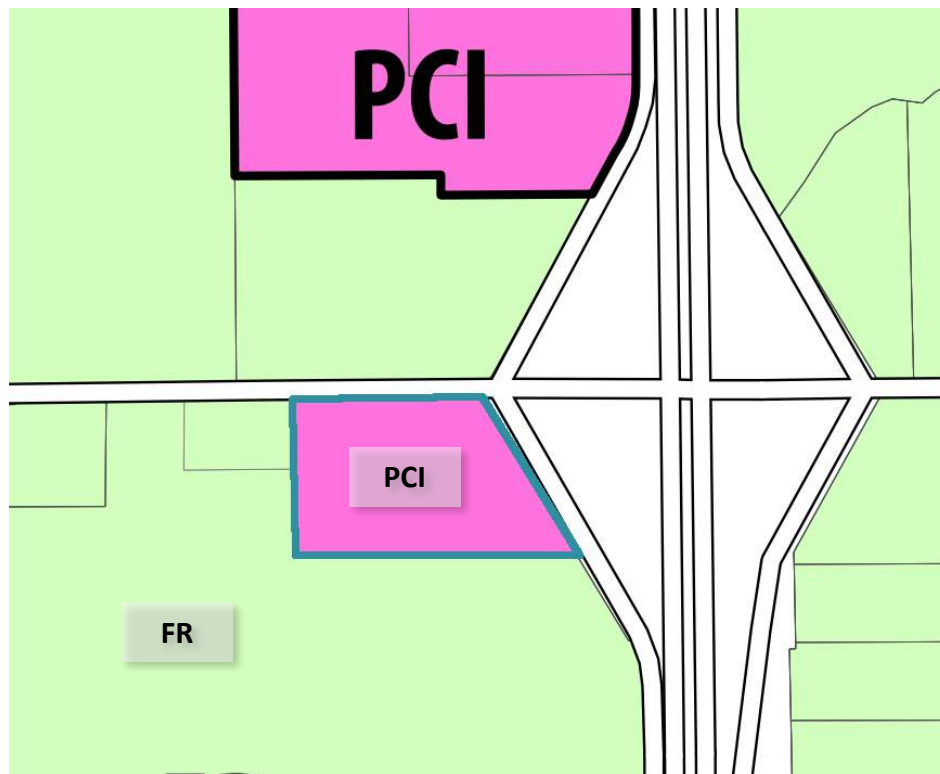
ZONING

The site is within the PCI Planned Commercial Industrial district. A summary of the intent of that district is below.

Current Zoning: PCI Planned Commercial Industrial

The PCI Planned Commercial Industrial District is designed to accommodate land extensive commercial uses serving both residents and businesses in the Township. These uses typically include outdoor storage or display, may require large sites, access to a major thoroughfare, and may have offsite impacts. Standards are provided to create an environment of consistent attractive character and design with generous landscaping, screening, and attractive buildings, where permitted uses will not negatively impact adjacent uses in other zoning districts. The PCI District is intended to be located near the freeway, with interchange access but not immediately adjacent to the interchange. Therefore, the appearance of uses in this district is important to the image of the community and maintaining the quality of life.

Current Zoning Map



Foster/Benecor Mini-warehouse Facility

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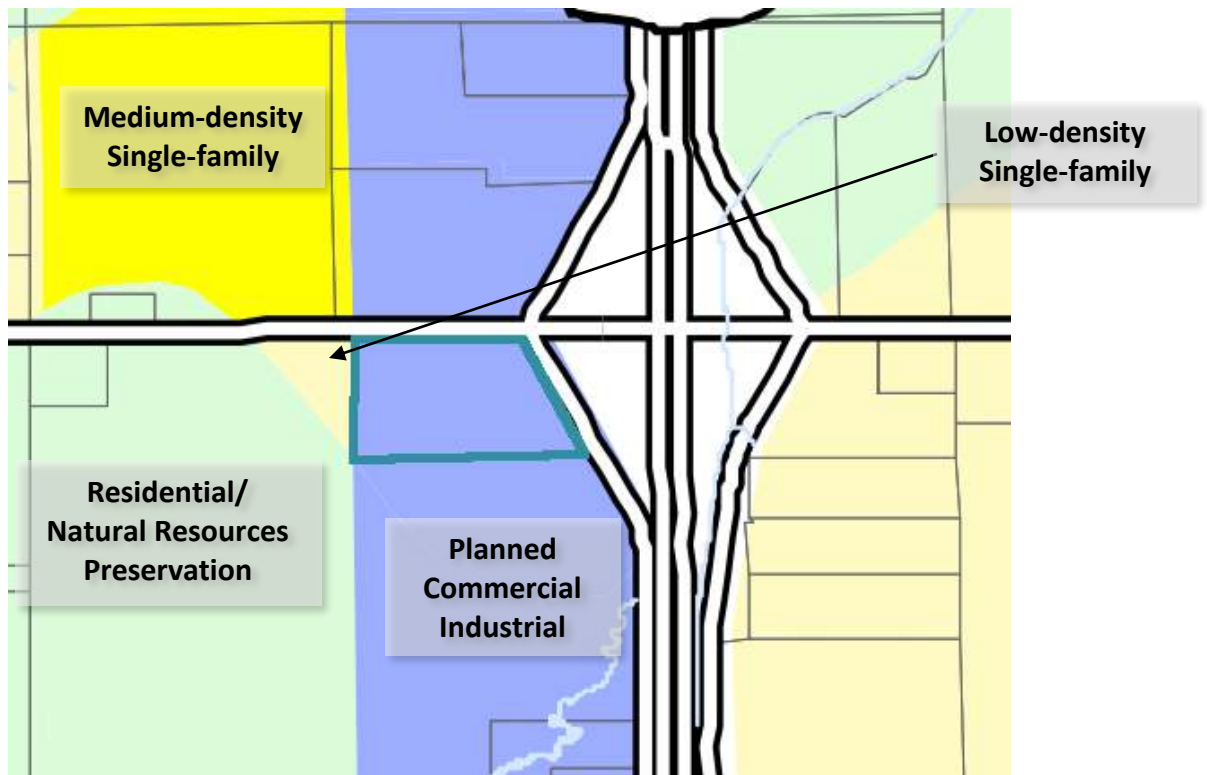
FUTURE LAND USE MAP

The site is within the Planned Commercial Industrial area. A summary of the intent of that area is below.

Future Land Use Map

Planned Commercial Industrial
South of the area planned as PCI [sic] is land that has potential access to sanitary sewer, and while farther from the Center Road/US 23 interchange, has both good access via Old U.S. 23 and good visibility from the freeway. Along Old U.S. 23 south of Center Road, are several developed sites including Pennington Gas, Action Watersports, small industrial uses, and construction contractors, that are land extensive operations that could be characterized as heavy commercial or light industrial. The Planned Commercial Industrial plan category anticipates development of similar uses that do not need to be at an interchange, but do depend on traffic and paved primary road access. Development should be in a PUD environment with care given to generous landscaping, attractive high-quality architecture and the appearance from the road, consistent with the character of the Township. Protections should be required during site plan review to minimize any negative impacts on the residential neighbors.

Future Land Use Map



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SURROUNDING PROPERTIES

The surrounding properties are used for single-family dwellings, agricultural uses, or are undeveloped.

	North	East	South	West
Surrounding Zoning	<i>FR Farming Residential</i>	<i>FR Farming Residential (across US-23)</i>	<i>FR Farming Residential</i>	<i>FR Farming Residential</i>
Surrounding Land Uses	<i>Single-family house, Woodlands</i>	<i>Undeveloped, Woodlands (across US-23)</i>	<i>Agricultural fields</i>	<i>Single-family houses, Agriculture</i>
Future Land-Use Map	<i>Planned Commercial Industrial</i>	<i>Low Density Single Family Detached Residential (across US-23)</i>	<i>Planned Commercial Industrial</i>	<i>Low Density Single Family Detached Residential</i>

NATURAL RESOURCES

Topography: The site has a regular slope downward from the west to the east, with a change in elevation of roughly 43 feet (*995 feet to 952 feet*). Slopes are between 2 and 12 percent. Existing and proposed grading are shown throughout the site plan.

Wetland: According to the EGLE Wetlands Map Viewer, there are hydric soils on a portion of the property, but there are no wetlands.

Woodland: There are no woodlands on the property.

Soil: According to the USDA National Resource Conservation Service, a majority of the soils on the site are Hillsdale sandy loam and Wawasee loam.

Items to be Addressed: *A soil map should be added to the site plan.*

AREA, WIDTH, HEIGHT, & SETBACKS

The proposed site, buildings, and improvements must meet the developmental standards for the zoning district in which it is located. Additional specific standards for mini-warehouse facilities, found in §22.05(M) Mini-Warehouses of the Zoning Ordinance, are explored in the Mini-Warehouse Facilities section of this report.

The location of buildings and other improvements are shown on the site plan. The site plan also describes other developmental information.

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Developmental Standards

	PCI district	Proposed	Complies
Lot Area (min)	1 acre	~9.5 acres (<i>net</i>)	Yes
Lot Width (min)	150 feet	~582 feet (<i>Faussett</i>) ~672 feet (<i>Old US-23</i>)	Yes
Setbacks			
Front	65 feet ¹ (<i>Faussett</i>) 113 feet ² (<i>US-23</i>)	65 feet (<i>building to Faussett</i>) 113 feet (<i>building to Old US-23</i>)	Yes
Side	50 feet ³	50 feet	Yes
Rear	100 feet	101 feet	Yes
Building Coverage	40 percent	23.8 percent	Yes
Building Height	40 feet	21.75 feet (<i>to peak</i>)	Yes

- 1) A variance for a reduced front-yard setback of 65 feet rather than the 100 feet required was approved on October 11, 2021.
- 2) A variance for a reduced front-yard setback of 113 feet rather than the 150 feet required was approved on October 11, 2021.
- 3) A variance for a reduced side-yard setback from the south of 50 feet rather than the 100 feet required was approved on October 11, 2021.

At its May 10, 2022, meeting, the Planning Commission determined that the fence and the maneuvering lanes could be located within the required front yard setback along Old US-23.

Items to be Addressed: Confirmation that the variances granted have not expired.

ACCESS & CIRCULATION

The mini-warehouse facility will be accessed by a single driveway, from Faussett Road to the north. The driveway will be paved and access into the site will be controlled by a security gate. Details about the security gate and the ability for first responders to open the gate are not included in the site plan.

The proposed internal circulation areas will provide two-way movement.

Sheet C201 shows turning radius for typical fire apparatus, which would be able to circulate throughout the site. The locations for parking/unloading areas are shown on Sheet C200. The locations for signs marking fire zones are also shown on Sheet C200.

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Additional circulation comments are addressed in the Mini-warehouse Facility section of this report.

Items to be Addressed: 1) Approval of the driveway by the Livingston County Road Commission. 2) Circulation review and approval by the fire inspector. 3) Security gate details, including first responder accessibility, shall be added to the site plan.

OFF-STREET PARKING & LOADING

The site plan calls for 1 dedicated parking space to the east of an accessory building on the northeastern corner of the site. The rest of the parking and loading will be accommodating adjacent to the individual units.

Sheet C200 shows the locations of loading/unloading areas and includes notes about the marking that will be used to show these areas.

Additional off-street parking and loading comments are addressed in the Mini-warehouse Facilities section of this report.

Items to be Addressed: None.

ESSENTIAL SERVICES

The site will be served by public water and sanitary sewer systems, connecting with existing infrastructure to the east along Old US-23. The locations of these lines are shown on Sheets C400 to C401.

The site will be served by electrical service from an existing pole on the northeast corner of the site. The site plan shows the location of a buried feed from this pole into the facility, but the locations of electrical distribution lines to other buildings are not shown.

The site plan does not show the location of a dumpster enclosure. The applicant should clarify how refuse will be managed and include details on the site plan.

Stormwater will be managed on-site. Landscaped areas on the western and southern sides of the site will be contoured to direct stormwater to a forebay and detention basin on the southeastern portion of the site. Hardscaped areas, including buildings and paved areas, will be sloped to direct stormwater to catch basins, which will then direct the stormwater to the forebay and detention basin. An outlet from the detention basin will direct overflow to the east, along Old US-23.

Items to be Addressed: 1) Water and sanitary sewer approval by the utility agency. 2) Location of all electrical service lines shall be added to the site plan. 3) Applicant shall clarify refuse management. 4) Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.

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LANDSCAPING & SCREENING

A landscape plan is included on Sheet C500. It shows the location of proposed landscaping along the boundaries of and within the site and includes a planting list and landscaping calculations.

The proposed landscaping appears to be consistent with the Zoning Ordinance standards. It includes a variety of plantings intended to screen the mini-warehouse facility. The Planning Commission should consider if the significant change in elevation from the developed area to Old US-23 warrants additional landscaping to provide the desired screening.

The landscaping plan does not appear to include any irrigation system.

Items to be Addressed: 1) *Planning Commission consideration if additional landscaping is necessary along Old US-23.* 2) *Irrigation system should be added to the site plan.*

LIGHTING

Sheet C402 includes a photometric plan. It shows the location of 26 proposed wall-mounted light fixtures. The notes appear to indicate 2 types of fixtures: "A-15" (25 total) and "B-15" (1 total).

A specification sheet for a proposed fixture is included on Sheet C402. The difference between the 2 types of fixtures is the wattage of the bulb.

It appears that the lighting levels are consistent with Zoning Ordinance standards, and the light fixture design included on Sheet C402 is consistent with Zoning Ordinance standards.

The building plans do not show light fixtures on the façade. Wall-mounted lighting can cause glare when the wall directly below the fixture is a light color.

Items to be Addressed: *Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.*

OUTDOOR ADVERTISING & SIGNS

The location for a proposed monument sign to the west of the entrance driveway is shown on Sheet C200. Additional information, such as height, sign area, or materials, are not included. The sign would have to be reviewed for compliance as part of a separate permit.

It appears that the proposed sign is located outside of the required clear-vision zone but may be closer to the right-of-way than allowed.

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It is not possible to determine compliance with other sign standards based on the information provided at this time. The site plan notes that the sign will be under a separate permit.

Items to be Addressed: *Sign shall be relocated, if necessary, with setbacks dimensioned.*

MINI-WAREHOUSE FACILITIES

In addition to the general standards of the Zoning Ordinance, there are specific standards for mini-warehouses. These standards, outlined in §22.05 (M) Mini-Warehouses, are examined below.

1. Lot Area. The minimum lot area for mini-warehouses shall be two (2) acres.

Comments: *The site is larger than the 2 acre minimum.*

2. Enclosed Storage. Mini-warehouse establishments shall provide for storage only. All storage must be completely contained within an enclosed building.

Comments: *The statement of use indicates that "there will be no outside parking as all belongings must be inside the owner's unit." A similar note should be added to the site plan.*

3. Site Screening. The entire site, exclusive of access drives, shall be screened from adjacent properties and road rights-of-way. The Planning Commission shall approve the appropriate screening for the site consistent with one (1) or more of the following options:

- Masonry Wall. A six (6) foot high masonry wall enclosure in order to protect nearby adjacent lots that may be adversely affected by the warehouses and truck traffic accessing the warehouse site.
- Chain Link Fence. A six (6) foot chain link fence may be permitted along property lines that do not abut a residentially zoned district or residential use.
- Landscaping. Landscape screening in accordance with the provisions of Section 21.35.

Comments: *The site plan calls for a 6-foot-tall aluminum picket fence and landscaping around the mini-warehouse facility.*

4. Open Bays: Buildings must be oriented so that open service bays do not face adjacent major thoroughfares or arterial roads unless screened by an adjoining lot, building, or screening in compliance with M.3 above.

Comments: *The service bays on the eastern façade of the easternmost building face Old US-23. Landscaping is proposed for screening between this building and the road, but the building will be elevated 10 to 15 feet above the road level, which may limit the effectiveness of the landscape screening.*

5. Exterior Appearance. The exterior of any mini-warehouse shall be of finished quality and design, compatible with the design of structures on surrounding property.

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Comments: Sheet PR1 indicates the exterior walls will be prefinished insulated panels, as selected by the owner; the roof will be standing seam metal roof panels; and the bay doors will be insulated overhead doors.

Structures on surrounding properties are primarily residential. The closest structure built for commercial use is Suburban Propane to the north. That building includes a mix of masonry, glass, and metal on its façade with a flat roof.

A masonry band along the bottom of the structure or using a different color for a bottom band across the façades would be more consistent with the design of Suburban Propane and would reduce the apparent height and bulk of the proposed buildings.

6. Resident Manager. A resident manager may be permitted on-site with the responsibility of maintaining the operation of the facility in conformance with the conditions of the approval. The manager's residence shall conform with the minimum dwelling unit floor area requirements of the RM-1 District provisions of this Ordinance.

Comments: The statement of use indicates that the association will not have any employees and that all maintenance will be done by contractors. The statement of use should be revised to clearly state that there will not be a resident manager, with a similar note added to the site plan.

7. Circulation. On-Site Circulation and loading/unloading:
 - a. One-way Driveways. All one-way driveways shall be designed with one ten (10) foot wide loading/unloading lane and one fifteen (15) foot travel lane.
 - b. Two Way Driveways. All two-way driveways shall be designed with one ten (10) foot wide loading/unloading lane and two (2) twelve (12) foot wide travel lanes.
 - c. Signs. The loading/unloading lanes may be eliminated if the driveway does not serve storage units. Signs and painted lines shall be used to indicate loading/unloading areas and traffic direction throughout the site.

Comments: The proposed internal driveways will allow two-way movement. These driveways are 50 feet wide, which would allow for 2 travel lanes 12 feet wide and 13 feet wide loading/unloading lanes adjacent to the buildings. The loading/unloading area will be marked.

APPLICABLE DECISION CRITERIA

The proposed mini-warehouse facility requires both special land use and site plan review. The decision criteria for those approvals are examined below.

Site Plan Review

Information that must be included in a site plan is outlined in §23.02 Site Plan Information.

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Some required information is not included in the site plan, such as information for surrounding properties within 500 feet and dimensions for all improvements. The Planning Commission may grant a waiver from site plan information that it considers clearly unnecessary for substantial review.

Comments: *The missing information does not generally appear necessary for review.*

Decision criteria for site plan review are outlined in §23.03 Standards for Site Plan Review. Comments addressing these standards are included throughout this report and below.

Comments: *It appears possible for the Planning Commission to determine compliance with the standards of the Zoning Ordinance. Additional information or minor changes could be reviewed administratively by staff following approval.*

Because the project is a building condominium, the building plans should be incorporated into the site plan, as a single set of documents.

Condominium Review

The information that must be included in a condominium or site condominium is outlined in §21.43 Condominium Development Standards and Site Plan Review. Most of these standards are related to site condominiums, but some apply to all condominium developments.

The condominium plan is required to grant utility easements or the right of access as required by the Township to construct, operate, inspect, maintain utilities. We defer further comment to the Township Engineer.

Condominium documents, including master deed and bylaws, must also be provided for review for compliance with Township ordinances and inclusion of certain language. To the best of our knowledge, draft condominium documents have not been provided at this time.

Comments: *1) Condominium plan for utility easements approval by the Township Engineer. 2) Condominium document approval by the Township Attorney, Planner, and Engineer.*

Special Land Use Review

The general review standards for special land uses are outlined in §22.04 General Review Standards for All Special Land Uses and are included below. Specific standards for mini-warehouse facilities have been examined in the Mini-warehouse Facilities section of this report. Comments addressing these standards are included throughout this report and below.

- A. Master Plan. The special land use will be consistent with the goals, objectives and future land use plan described in the Township's Master Plan.

Comments: *The proposed mini-warehouse facility is allowed as a special land use within the current zoning district and the Future Land Use Map. The Master Plan identifies the western side of US-23 for commercial activities.*

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- B. Zoning District. The special land use will be consistent with the stated intent of the zoning district.

Comments: *The proposed mini-warehouse facility is a special land use in the Planned Industrial Commercial district.*

- C. Neighborhood Compatibility. The special land use will be designed, constructed, operated and maintained to be compatible with, and not significantly alter, the existing or intended character of the general vicinity in consideration of environmental impacts, views, aesthetics, noise, vibration, glare, air quality, drainage, traffic, property values or similar impacts.

Comments: *The proposed mini-warehouse facility will be a notable change from the existing character in the general vicinity. However, the general commercial nature of the facility is consistent with the intended character of the vicinity, as defined in the Master Plan.*

The site plan calls for landscaping around the boundary of the site.

There are some potential opportunities to place additional landscaping and/or adjust the appearance of the buildings to further reduce their perceived height and bulk.

- D. Environment. The special land use will not significantly impact the natural environment.

Comments: *The proposed mini-warehouse facility is not likely to have a significant impact on the natural environment, in general. To ensure this, it would be advisable to include language in the site plan and statement of use limiting the storage of hazardous materials.*

Approval should be contingent on review and approval of the stormwater management plan to ensure no adverse impact from increased stormwater runoff.

- E. Public Services. The special land use can be served adequately by public facilities and services such as police and fire protection, drainage structures, water and sewage facilities, refuse disposal and schools.

Comments: *The proposed mini-warehouse facility will be served by public water and sanitary sewer, with an on-site stormwater management system. It appears likely that it will not create significant demand for other public services.*

- F. Traffic. The proposed use shall be of a nature that will make vehicular and pedestrian traffic no more hazardous than is normal for the district involved, taking into consideration the following...

Comments: *It does not appear likely that the mini-warehouse facility would generate significant vehicular or pedestrian traffic and is likely to generate less traffic than typical commercial uses.*

- G. Additional Development. The proposed use shall be such that the location and height of buildings or structures, and the location, nature and height of walls, fences, and landscaping

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will not interfere with or discourage the appropriate development and use of adjacent land and buildings or unreasonably affect their value.

Comments: *It does not appear likely that the proposed use or structures would interfere or discourage development of adjacent properties.*

H. Health, Safety and Welfare. The proposed use shall be designed, located, planned, and operated to protect the public health, safety, and welfare.

Comments: *If the Planning Commission determines that the proposed mini-warehouse facility is consistent with the standards in the Zoning Ordinances and other conditions it determines appropriate, the proposed mini-warehouse facility should not create a negative impact on public health, safety, or welfare.*

SUMMARY & COMMENTS

For site plans and special land uses, the Planning Commission reviews applications and forwards it to the Township Board for its action.

The Planning Commission may determine missing information may be necessary to make a decision. Missing information that the Planning Commission determines is not necessary for review could receive a waiver.

The Planning Commission could make a favorable recommendation, with or without conditions, if it determines decision criteria and developmental standards are met or would be met with conditions.

The Planning Commission could postpone action if it determines missing information is necessary for its review or there are significant or too many changes or conditions that would be necessary to receive a favorable recommendation at this time. If this is the case, it should direct the applicant to prepare revisions based on its review and provide guidance as to what additional information or changes would be necessary.

The Planning Commission could make an unfavorable recommendation it determines decision criteria and developmental standards are not met or could not easily be met with changes or conditions.

Planning Commission Decisions/Determinations/Findings

The list below includes items that require Planning Commission decision, determination, or finding.

1. *The Planning Commission should determine if additional landscaping is necessary along Old US-23.*

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2. *The Planning Commission should determine if the proposed site screening is consistent with §22.05(M) Site Screening.*
3. *The Planning Commission should determine if the exterior appearance is of a finished quality and design that is compatible with the design of structures on surrounding property.*
4. *The Planning Commission should determine if missing information is eligible for a waiver because it is unnecessary for substantial review and state the reasons for waiving such requirements in writing or if it should be added to the site plan.*
5. *The Planning Commission should determine if the site plan is consistent with §23.03 Standards for Site Plan Review.*
6. *The Planning Commission should determine if the special land use is consistent with §22.04 General Review Standards for All Special Land Uses.*

Potential Conditions

Potential conditions have identified throughout this report to aid in the Planning Commission's deliberation.

Additional potential conditions could also be identified at the Planning Commission meeting.

1. *Driveway approval by the Livingston County Road Commission.*
2. *Circulation review and approval by the fire inspector.*
3. *Security gate details, including first responder accessibility, shall be added to the site plan.*
4. *Water and sanitary sewer approval by the Township Engineer and the utility agency.*
5. *Location of all electrical service lines shall be added to the site plan.*
6. *Refuse management shall be clarified.*
7. *Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.*
8. *Irrigation system shall be added to the site plan.*
9. *Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.*
10. *Sign shall be relocated, if necessary, with setbacks dimensioned.*
11. *Outdoor storage prohibition note shall be added to the site plan.*
12. *Building plan shall be incorporated into the site plan.*
13. *Condominium plan for utility easements approval by the Township Engineer.*
14. *Condominium documents approval by the Township Attorney, Planner, and Engineer.*
15. *Language limiting storage of hazardous materials shall be added to statement of use and site plan.*

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16. *Language prohibiting outdoor washing of vehicles, trailers, etc shall be added to statement of use and site plan.*



CARLISLE/WORTMAN ASSOC., INC.

Zach Michels, AICP

Planner



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

January 24, 2023

Revised Site Plan Review for Tyrone Township, Michigan

PETITION INTRODUCTION

Applicant: Brendan and Stephanie Foster
Owner: Benecor INC
Request: Review of revised combined/final site plan
Plan Date: November 14, 2022 (*site plan, revised*)
Use Statement Date: *Revised use statement not received*
Location: Southwest corner of Old US-23 and Faussett
Parcel Number: 4704-32-200-014

PETITION DESCRIPTION

The applicant requested a special land use and combined preliminary and final site plan for a new mini-warehouse facility.

On June 14, 2022, the Planning Commission reviewed the applications and forwarded them recommendations to approve with 17 conditions.

The applicant has submitted a revised site plan and additional materials for review before the special land use and combined preliminary and final site plan are forwarded to the Township Board.

The purpose of this review is to examine the revised and additional materials to determine if they satisfy the 17 conditions placed on the favorable recommendation.

CONDITIONS REVIEW

The conditions placed by the Planning Commission's favorable recommendation are explored below.

1. Driveway approval by the Livingston County Road Commission.

Comments: *The applicant states that issues identified in a Road Commission review letter dated June 28, 2022, have been addressed.*

Driveway approval by the Road Commission should remain a condition of approval.

Additional comments deferred to the Road Commission.

2. Circulation review and approval by the fire inspector.

Comments: *The applicant states that issues identified in the Fire Marshall review letter dated June 27, 2022, have been addressed.*

Comments deferred to the Fire Marshall.

3. Security gate details, including first responder accessibility, shall be added to the site plan.

Comments: *Additional materials including a specifications sheet for the Fortress Heavy Duty Slide Gate, manufactured by Tymetal, have been provided.*

The specifications sheet should be added to the site plan; this could be a condition of approval.

4. Water and sanitary sewer approval by the Township Engineer and the utility agency.

Comments: *Comments deferred to the Township Engineer.*

5. Location of all electrical service lines shall be added to the site plan.

Comments: *The applicant states that the final location of electrical service lines will be provided as part of engineering plans.*

Electrical service line locations should be shown in the as-built plans.

Applicant should be aware that if changes are required for location of improvements, such as landscaping, due to the ultimate location of electrical service, approval of an amended site plan may be necessary.

6. Refuse management shall be clarified.

Comments: *This condition has been satisfied.*

Foster/Benecor Mini-warehouse

Revised Site Plan and Application Review

January 24, 2023

7. Stormwater management system approval by the Township Engineer and Livingston County Drain Commissioner.

Comments: *The applicant states that stormwater management has been reviewed by the Drain Commissioner but does not clarify if the system has received approval.*

Applicant should be aware that if changes are required due changes in the stormwater management system, approval of an amended site plan may be necessary.

Additional comments deferred to the Drain Commissioner and Township Engineer.

8. Irrigation system shall be added to the site plan.

Comments: *The applicant has confirmed that an irrigation system will be installed by an irrigation contractor as part of Phase 1.*

This condition has been satisfied.

9. Typical fixture location and details, including height and any treatment to reduce glare from the wall, shall be added to the building plans.

Comments: *Lighting information has been provided.*

We recommend that color temperature for the proposed fixtures be limited to a maximum of 3000K to be consistent with established outdoor lighting throughout the Township.

10. Sign shall be relocated, if necessary, with setbacks dimensioned.

Comments: *The sign has been removed from the plans.*

This condition has been satisfied.

11. Outdoor storage prohibition note shall be added to the site plan.

Comments: *This condition has been satisfied.*

12. Building plan shall be incorporated into the site plan.

Comments: *This condition has been satisfied.*

13. Condominium plan for utility easements approval by the Township Engineer.

Comments: *Comments deferred to the Township Engineer.*

14. Condominium documents approval by the Township Attorney, Planner, and Engineer.

Comments: The draft documents are generally consistent with or address planning issues and concerns.

Additional comments deferred to the Township Attorney and Township Engineer.

15. Language limiting storage of hazardous materials shall be added to statement of use and site plan.

Comments: This condition has been satisfied.

16. Language prohibiting outdoor washing of vehicles, trailers, etc shall be added to statement of use and site plan.


Comments: This condition has been satisfied.

17. Phasing plan to be included.

Comments: This condition has been satisfied.

The revised application and materials appear to be generally consistent with planning issues or would be with relatively minor conditions.

We defer comment on specific items to other agents and agencies, as noted.



CARLISLE/WORTMAN ASSOC., INC.
Zach Michels, AICP
Planner

January 18, 2023

Ross Nicholson, Director of Planning and Zoning
Tyrone Township
8420 Runyan Lake Road
Fenton, MI 48430

RE: US23 Storage Development
Preliminary Site Plan Review

Dear Mr. Nicholson,

We have received and reviewed the revised site plan for the development of the new self-storage condominiums, located near the intersection of Faussett Rd and Old U.S. 23. The plans were prepared by Griggs Quaderer, Inc on behalf of Benecor, Inc. and are dated November 14, 2022. Based on our review, we offer the following comments:

General

The existing site is currently zoned as Planned Commercial Industrial (PCI) and is an undeveloped parcel. The existing topography of the site generally slopes from northwest to southeast, with no stormwater management in place.

The legal description was not altered from our previous review, it still closes within 0.0009 ft and has an area of 10.0 acres. The legal description does not close within an acceptable limit (0.0002 ft = 1/5000 ft). The description should be checked, and modifications should be made to allow proper closure.

Roads & Paving

The proposed internal driveways between buildings are 50 feet, the plans delineate between drive lanes and loading/unloading lanes. There is one stop sign located at the entrance of the property.

A WB-50 Truck maneuvering plan is provided and is acceptable. Vehicular and pedestrian circulation features within and adjacent to the development site should be reviewed by the fire department.

The location of the controls for the automated security gate and emergency vehicle access lock box are shown on the plans.

The internal site paving consists of a 2-inch thick MDOT 13A top course, 3-inch thick MDOT 3C leveling course, and 8-inch thick compacted 21AA aggregate base. The proposed pavement section and mix designs are acceptable

The site is served by one approach from Faussett Road on the north side of the site. The approach pavement section is proposed as 2-inch thick MDOT 13A top course, 3-inch thick MDOT 3C leveling course, 8-inch thick compacted 21AA aggregate base, and a 6-inch thick MDOT Class II sand subbase.

The drive approach has appropriate accel/decel tapers. The approach would be under the jurisdiction of the Livingston County Road Commission, and we defer to them for further comment and approval.

Grading & Drainage

Please note that this site was submitted prior to the new Livingston County stormwater management criteria being adopted and therefore it is being evaluated under the previous requirements. The site area is equal to 9.61 acres. The existing site generally drains to the southeast corner of the site and the old US23 right-of-way and this pattern will remain unchanged post development. However, with the increase in flow volume from the site and the outfall becoming a single point discharge, the applicant should verify with the owner of old US23 (MDOT or LCRC) if this is acceptable and if further detention is required. The applicant should also verify the allowable discharge coefficient with the Livingston County Drain Commissioner.

Calculations for the required detention pond volume are provided. The detention pond provides adequate 100-year storage volume. One-foot freeboard from the 100-year storm elevation is provided.

The release rate from the bankfull storage volume should be such that the volume is stored a minimum of 24 hours and a maximum of 40 hours.

Sanitary Sewer

The utility plan shows the location, slope, and type of pipe for a sanitary sewer collection system. The gravity system drains to a grinder pump lift station. The collection system, lift station and the force main will be a public system and the system is shown in an easement. The easement should be evaluated for proper access to the system. Currently, the Township would not be able to access the pipe internal to the site utilizing the easements shown due to the perimeter fence. Typically we recommend access to be system not rely on crossing private property. A blanket easement over the site allowing access to the sewer would be acceptable.

Please provide the capacity of the pump and ensure that it is sufficient to handle the expected flow.

Water Main

A water distribution system is shown on the site, consisting of 6-inch mains with individual services to each unit. No fire protection system or hydrants are indicated on the plans. It is assumed that the system will be privately owned and operated. The system is supplied by a proposed new well near the accessory building in the northeast corner of the site.

A permit from the Michigan Department of Environment, Great Lakes, and Energy (EGLE) will be required for a private potable water system.

The water system is maintaining the proper horizontal clearance from the sanitary sewer collection system and storm sewer system.

Landscaping and Lighting

A photometric and landscaping plan was included in the plan set. The photometric plan shows 26 proposed wall-mounted light fixtures, and the proposed lighting levels are at 0.0 foot-candles at the property lines. The landscaping plan appears to be consistent with the Zoning Ordinance standards. We defer to the Township Planner for further comment and approval

January 18, 2023
3 of 3

Recommendation

We recommend the Township withhold approval, pending the following items and our subsequent review:

1. Plans should be reviewed and approved by:
 - a. Fire Marshal
 - b. Township Planner
 - c. Livingston County Drain Commissioner
 - d. Livingston County Road Commission
 - e. Livingston County Health Department
2. The legal description should be checked and revised accordingly.
3. The owner of the old US23 right-of-way (MDOT or LCRC) should approve the point discharge of the stormwater system to their ROW.
4. The bankfull storage volume should be able to store a minimum of 24 hours and a maximum of 40 hours.
5. Please provide the capacity of the pump and ensure that the expected flow can be handled by the pump.

If you have any questions or need anything further, please feel free to contact our office.

Sincerely,



Adam C. Jacqmain
Design Engineer
Phone: (989) 598-6196
mailto: adamj@spicergroup.com



Philip A. Westmoreland, P.E.
Principal
Phone: (517) 375-9449
mailto: philaw@spicergroup.com

SPICER GROUP, INC
125 Helle Blvd, Suite 2
Dundee, MI 48131

CC: SGI File
Kim Hiller, P.E., Livingston County Road Commission
Ken Recker, P.E., Livingston County Chief Deputy Drain Commissioner
Rudy Quaderer, P.E., Griggs Quaderer, Inc
Zach Michels, AICP, Carlisle Wortman Associates
File

Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628
Internet Address: www.livingstonroads.org

August 5, 2022

Brendan Foster
Benecor
12809 Silver Lake Road
Brighton, MI 48116

Re: US23 Storage Development, Tyrone Township, Section 32
LCRC# C-22-29

Dear Mr. Foster:

I have completed the review of the revised plans, dated May 12, 2022, for the proposed commercial driveway approach off Faussett Road, for the above-referenced project and offer the following comments.

1. Written approval from the Livingston County Drain Commissioners Office will need to be submitted for the connection to the sanitary main. Please note this is not required for plan approval but will be required prior to the issuance of a permit.
2. A note needs to be included on sheet C400 directing the contractor to protect the edge of Old US 23 and to restore the gravel shoulder per the current MDOT standards for construction where the sanitary service will connect to the ball valve.
3. The label on the outlet control structure detail on sheet C600 will need to be updated to state the post-development elevation instead of the Pre-development elevation.
4. The release of storm water into the Old US 23 right-of-way exceeding the pre-development volume will not be permitted. The note on sheet C301 should be revised to indicate this restriction.
5. Soil boring need to be completed to verify the on-site soils are capable of retention.
6. A copy of the approval letter from either the township's engineer or the Livingston County Drain Commissioner for the storm sewer system and discharge will also need to be submitted. Please note this is not required for plan approval but will be required prior to the issuance of a permit.

Please upload the revised plans into the Oxcart permitting system under APP-220029 for review. Oxcart will not send me an email notification, please email me at khiller@livingstonroads.org once the revised plans have been uploaded. If you have any questions, please contact me.

Sincerely,



Kim Hiller, P.E.
Utilities and Permits Engineer

Cc: File

Ross Nicholson, Tyrone Township (via email)
Ken Recker, Livingston County Drain Commissioner's Office (via email)
Chris Brzezinski, Griggs Quaderer Inc. (via email)



HARTLAND DEERFIELD FIRE AUTHORITY

FIRE MARSHALS OFFICE

Hartland Area Fire Dept.
3205 Hartland Road
Hartland, MI. 48353-1825

Voice: (810) 632-7676

Fax: (810) 632-2176

E-Mail: jwhitbeck@hartlandareafire.com

June 27, 2022

To: Tyrone Township
10408 Center Road
Fenton MI 48430

Re: US 23 Storage Development
Site Plan Review
Faussett Road & Old US 23

We have reviewed the site plans for the US 23 Storage Development for the above project (plans dated January 17, 2022 and as reviewed in person with Mr. Foster on June 27, 2022 in the office at the Hartland Deerfield Fire Authority station). The project as drawn, meets and/or exceeds the site accessibility requirements of the fire department. As discussed, the items listed below are some of what the fire department would need to address moving forward.

- Rapid Entry Key Box location on gate for entry into the complex and to be ordered through Kidde.com that will be installed along with a plunger type switch to allow emergency access.
- Final inspection required once entry box is installed for testing the gate into the complex and the box to be locked by the fire department.
- Fire access road grade shall not exceed a maximum of 10% and access road approach angles shall not exceed 8 degrees.
- Electric meters for shutoff will be labeled with unit numbers for easy disconnection for fire department.

We have no further comments at this time. Please forward any revised drawings affecting the fire department for further review.

Sincerely,

Yours In Fire Safety,

Jenn Whitbeck
Fire Inspector

NEW BUSINESS #3

Resolution to adopt the 2023-2024 budget by department totals.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

RESOLUTION TO ADOPT 2023-2024 BUDGET FOR THE GENERAL FUND

Revenues	2023-2024 Proposed	
	Budget	
101 General Fund Revenues	\$	1,962,492
Department Expenses		
101 - Township Board		122,945
171 - Supervisor		54,592
215 - Clerk		141,690
247 - Board of review		2,510
253 - Treasurer		163,488
257 - Assessing		129,653
262 - Elections		91,486
265 - Building and Grounds		57,080
567 - Cemeteries		8,101
272 - Unallocated		16,191
441 - Public Works		12,000
448 - Street Lighting		2,546
685 - Social Services		6,000
701 - Planning Commission		139,511
702 - Zoning Board of Appeals		7,065
703 - Zoning Administrator		77,987
724 - Ordinance Enforcement		29,637
729 - Community Action Programs		3,500
277 - Insurance, Bonds & Fringes		221,760
966 - Transfers Out		600,000
Total Department Expenses	\$	1,887,742
Surplus (Deficit)	\$	74,750

	<u>Revenue</u>	<u>Expenses</u>	<u>Surplus (Deficit)</u>	
145 Public Improvement Bldg & Site	\$ 100,000	\$ 75,000	\$ 25,000	
205 Public Safety	668,670	810,736	(142,066)	Use fund balance
212 Liquor Law Enforcement	3,000	3,000	-	
218 Jayne Hill Street Lighting	572	1,200	(628)	Use fund balance
219 Walnut Shores Street Lighting	100	160	(60)	Use fund balance
225 Shannon Glen Rubbish Removal	6,045	6,305	(260)	Use fund balance
226 Jayne Hill Rubbish Removal	21,618	19,360	2,258	
230 Apple Orchard Rubbish Removal	7,183	6,888	295	
234 Silver Lake Estates Rubbish Removal	15,300	15,300	-	
238 Parkin Lane Snow Removal	6,510	10,200	(3,690)	Use fund balance
232 Great Oaks Drive	2,960	3,250	(290)	Use fund balance
233 Laurel Springs Rubbish Removal	6,132	5,880	252	
245 Public Improvement Road	500,000	795,000	(295,000)	Use fund balance
246 Township Improvement Revolving	-	-	-	
259 Right of Way	8,800	10,000	(1,200)	Use fund balance
274 Public Education Grant	50,000	60,000	(10,000)	Use fund balance
858 Parkin Lane Road Improvement	29,421	43,015	(13,594)	Use fund balance
863 Lake Shannon Road Improvement	106,111	129,675	(23,564)	Use fund balance
864 Laurel Springs Road Improvement	14,032	15,300	(1,268)	Use fund balance
865 Irish Hills Road Improvement	59,046	62,976	(3,930)	Use fund balance
599 Sewer 2003	186,171	1,522,657	(1,336,486)	Use fund balance
590 Public Works Sewer O&M	689,508	867,400	(177,892)	Use fund balance

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pam Moughler
Township Clerk

*Resolution #2303xx
Adoption of 2023-2024 Budget for the General Fund*

NEW BUSINESS #4

General Appropriation Act Resolution

RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY

GENERAL APPROPRIATION ACT
BUDGET FOR FISCAL YEAR ENDING MARCH 31, 2024

WHEREAS, it is the intention of the Tyrone Township Board to comply with the provisions of Michigan Public Act 621 of 1978, the Uniform budgeting and Accounting Act, as modified to fit the needs of Tyrone Township;

THEREFORE, BE IT RESOLVED THAT the following budgetary policies and procedures, in accordance with said Act, be set forth as follows:

1. The chief administrative officer of the budget shall be the Supervisor.
2. The chief administrative officer or Supervisor shall receive assistance in performance of budgetary responsibilities from the Clerk and from the accountant employed by the Township Board.
3. By November 30, 2023, the Supervisor shall compile the information, as outlined in the Act, for presentation to the chairman or officer of each department, board and commission of Tyrone Township.
4. By December 31, 2023, each department, board and commission shall complete the forms requested by the Supervisor as to their estimates of the amount of money required for each line item in their activity for the ensuing fiscal year. Any department, board or commission which generates revenue from the public hearings, land use permits or the sale or rental of services shall estimate anticipated revenue for the ensuing fiscal year.
5. No later than February 1, 2024, the Tyrone Township Board shall meet in special work session to review the requests of each department, board and commission to make recommendations on the content of the proposed fiscal year budget, ensuring that the total of estimated expenditures does not exceed the total estimated revenue and accumulated fund balance.
6. The Supervisor shall compile the recommendations of the Tyrone Township Board into a budget document, all Funds, and shall present the proposed budget to the Tyrone Township Board no later than the first regularly scheduled Board Meeting in March. The Tyrone Township Board shall set time, date, and place for all required public hearings on the proposed budget.

7. No later than the second regularly scheduled Tyrone Township Board Meeting in March, the Board shall pass, by Resolution, a general appropriations measure which spells out the policies and procedures of the Tyrone Township Board regarding compliance with and modifications to P.A. 621 of 1978.
8. The Supervisor shall be required to monitor the expenditures of each department, board and commission to ensure that expenditures do not exceed the budgeted amount, and shall make recommendations to the Tyrone Township Board to amend the budget when such action seems necessary.
9. The Supervisor shall provide quarterly reports of actual revenues and expenditures compared to budgeted amounts, as required by the Act. Quarterly reports shall be provided to the Tyrone Township Board for the first three-quarters; thereafter, the comparison reports shall be required monthly until the end of the fiscal year.
10. The Tyrone Township Clerk has been authorized by board action on September 3, 1991, to obligate the Township in an amount up to \$2,000 without prior approval of the Board, and that the Clerk summarize the items and amounts so warranted and submit the report for approval of the Board at the following meeting as outlined by Resolution #090103 adopted January 20, 2009.
11. The Tyrone Township Clerk has been authorized, in action taken September 3, 1991, to make capital expenditures up to \$400 with authorization by the Board at the next meeting. Capital expenditures over \$400 must have prior Township Board approval.

FURTHER, BE IT RESOLVED THAT, pursuant to MCL 141.412 notice of a public hearing on the proposed budget was published on March 5, 2023, and a public hearing on the proposed budget was held on March 7, 2023, the Tyrone Township Board adopts the 2023-2024 budget of all funds by revenue and expense, as prepared and presented.

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #5

Headlee Operating Tax Millage Rate Resolution.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**ESTABLISHING FISCAL YEAR 2023-2024 OPERATING TAX MILLAGE
RATE AS DIRECTED BY THE HEADLEE ROLLBACK CALCULATION**

WHEREAS, the Tyrone Township Board has carefully examined the financial circumstances of the Township for the 2023-2024 fiscal year, including estimated expenditures, estimated revenues and state equalized valuation of property located within the Township;

NOW, THEREFORE, BE IT RESOLVED, that the Tyrone Township Board has complete authority and hereby authorizes up to .9018 mils to be levied for operating purposes in Fiscal Year 2023-2024 from within its authorized millage rate.

**RESOLVED BY:
SUPPORTED BY:**

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #6

Resolution to opt out of Senate Bill #7 health insurance provision for the 2023-2024 fiscal year.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO ADOPT THE ANNUAL EXEMPTION OPTION AS SET FORTH IN 2011
PUBLIC ACT 152, THE PUBLICLY FUNDED HEALTH INSURANCE
CONTRIBUTION ACT (SENATE BILL #7)**

WHEREAS, 2011 Public Act 152 (the “Act”) was passed by the State Legislature and signed by Governor Snyder on September 24, 2011;

WHEREAS, the Act contains three options for complying with the requirements of the Act;

WHEREAS, the three options are as follows:

- 1) Section 3 – “Hard Caps” Option – limits a public employer’s total annual health care costs for employees based on coverage levels, as defined in the Act;
- 2) Section 4 – “80%/20%” Option – limits a public employer’s share of total annual health care costs to not more than 80%. This option requires an annual majority vote of the governing body;
- 3) Section 8 – “Exemption” Option – a local unit of government, as defined in the Act, may exempt itself from the requirements of the Act by an annual 2/3 vote of the governing body;

WHEREAS, the Tyrone Township Board has decided to adopt the annual Exemption option as its choice of compliance under the Act;

NOW, THEREFORE, BE IT RESOLVED the Tyrone Township Board elects to comply with the requirements of 2011 Public Act 152, the Publicly Funded Health Insurance Contribution Act, by adopting the annual Exemption option for the fiscal year 2023-2024.

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

Senate Bill #7 Health Care Provision

I spoke with Tom Armintrout at Burnham & Flower Insurance Group today to discuss Senate Bill #7. He informed me that the legislature passed the Bill originally for MESA (teachers union) but didn't have enough votes to pass it. They added a provision that would include Road Commissions, Townships, Cities and other local units of government to get it to pass.

Public employers have 3 options as follows:

1. MCL 15.563 "A public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs... "

There is a hard cap limit on the amount a public employer can contribute for employees and elected public officials.

2. MCL 15.564 By a majority vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a public employer may elect to pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. That would mean that each employee and elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan.
3. The third option is to opt-out of complying with either of the 2 above options. Per Tom, at one time this bill was tied to revenue sharing but not any longer. Tom stated that Road Commissions are the only public employer that is not allowed to opt-out. He also stated that a majority of townships choose to opt-out. The reason for this is due to the fact that health insurance premiums are aged based and that townships tend to have a more mature workforce with higher insurance premiums. This is a benefit townships like to offer their employees to help offset the lower pay. MCL 15.568 "By a 2/3 vote of its governing body each year, prior to the beginning of the medical benefit plan coverage year, a local unit of government may exempt itself from the requirements of this act for the next succeeding medical benefit plan coverage year."

Marcella Husted
April 13, 2016

Act No. 152
Public Acts of 2011
Approved by the Governor
September 24, 2011
Filed with the Secretary of State
September 27, 2011
EFFECTIVE DATE: September 27, 2011

**STATE OF MICHIGAN
96TH LEGISLATURE
REGULAR SESSION OF 2011**

Introduced by Senator Jansen

ENROLLED SENATE BILL No. 7

AN ACT to limit a public employer's expenditures for employee medical benefit plans; to provide the power and duties of certain state agencies and officials; to provide for exceptions; and to provide for sanctions.

The People of the State of Michigan enact:

Sec. 1. This act shall be known and may be cited as the "publicly funded health insurance contribution act".

Sec. 2. As used in this act:

(a) "Designated state official" means:

(i) For an election affecting employees and officers in the judicial branch of state government, the state court administrator.

(ii) For an election affecting senate employees and officers, the secretary of the senate.

(iii) For an election affecting house of representatives employees and officers, the clerk of the house.

(iv) For an election affecting legislative council employees, the legislative council.

(v) For an election affecting employees in the state classified service, the civil service commission.

(vi) For an election affecting executive branch employees who are not in the state classified service, the state employer.

(b) "Flexible spending account" means a medical expense flexible spending account in conjunction with a cafeteria plan as permitted under the federal internal revenue code of 1986.

(c) "Health savings account" means an account as permitted under section 223 of the internal revenue code of 1986, 26 USC 223.

(d) "Local unit of government" means a city, village, township, or county, a municipal electric utility system as defined in section 4 of the Michigan energy employment act of 1976, 1976 PA 448, MCL 460.804, an authority created under chapter VIA of the aeronautics code of the state of Michigan, 1945 PA 327, MCL 259.108 to 259.125c, or an authority created under 1939 PA 147, MCL 119.51 to 119.62.

(e) "Medical benefit plan" means a plan established and maintained by a carrier, a voluntary employees' beneficiary association described in section 501(c)(9) of the internal revenue code of 1986, 26 USC 501, or by 1 or more public employers, that provides for the payment of medical benefits, including, but not limited to, hospital and physician services, prescription drugs, and related benefits, for public employees or elected public officials. Medical benefit plan does not include benefits provided to individuals retired from a public employer.

(f) "Public employer" means this state; a local unit of government or other political subdivision of this state; any intergovernmental, metropolitan, or local department, agency, or authority, or other local political subdivision; a school district, a public school academy, or an intermediate school district, as those terms are defined in sections 4 to 6 of the revised school code, 1976 PA 451, MCL 380.4 to 380.6; a community college or junior college described in section 7 of article VIII of the state constitution of 1963; or an institution of higher education described in section 4 of article VIII of the state constitution of 1963.

Sec. 3. Except as otherwise provided in this act, a public employer that offers or contributes to a medical benefit plan for its employees or elected public officials shall pay no more of the annual costs or illustrative rate and any payments for reimbursement of co-pays, deductibles, or payments into health savings accounts, flexible spending accounts, or similar accounts used for health care costs, than a total amount equal to \$5,500.00 times the number of employees with single person coverage, \$11,000.00 times the number of employees with individual and spouse coverage, plus \$15,000.00 times the number of employees with family coverage, for a medical benefit plan coverage year beginning on or after January 1, 2012. A public employer may allocate its payments for medical benefit plan costs among its employees and elected public officials as it sees fit. By October 1 of each year after 2011, the state treasurer shall adjust the maximum payment permitted under this section for each coverage category for medical benefit plan coverage years beginning the succeeding calendar year, based on the change in the medical care component of the United States consumer price index for the most recent 12-month period for which data are available from the United States department of labor, bureau of labor statistics.

Sec. 4. (1) By a majority vote of its governing body, a public employer, excluding this state, may elect to comply with this section for a medical benefit plan coverage year instead of the requirements in section 3. The designated state official may elect to comply with this section instead of section 3 as to medical benefit plans for state employees and state officers.

(2) For medical benefit plan coverage years beginning on or after January 1, 2012, a public employer shall pay not more than 80% of the total annual costs of all of the medical benefit plans it offers or contributes to for its employees and elected public officials. For purposes of this subsection, total annual costs includes the premium or illustrative rate of the medical benefit plan and all employer payments for reimbursement of co-pays, deductibles, and payments into health savings accounts, flexible spending accounts, or similar accounts used for health care but does not include beneficiary-paid copayments, coinsurance, deductibles, other out-of-pocket expenses, other service-related fees that are assessed to the coverage beneficiary, or beneficiary payments into health savings accounts, flexible spending accounts, or similar accounts used for health care. Each elected public official who participates in a medical benefit plan offered by a public employer shall be required to pay 20% or more of the total annual costs of that plan. The public employer may allocate the employees' share of total annual costs of the medical benefit plans among the employees of the public employer as it sees fit.

Sec. 5. (1) If a collective bargaining agreement or other contract that is inconsistent with sections 3 and 4 is in effect for a group of employees of a public employer on the effective date of this act, the requirements of section 3 or 4 do not apply to that group of employees until the contract expires. A public employer's expenditures for medical benefit plans under a collective bargaining agreement or other contract described in this subsection shall be excluded from calculation of the public employer's maximum payment under section 4. The requirements of sections 3 and 4 apply to any extension or renewal of the contract.

(2) A collective bargaining agreement or other contract that is executed on or after September 15, 2011 shall not include terms that are inconsistent with the requirements of sections 3 and 4.

Sec. 6. A public employer may deduct the covered employee's or elected public official's portion of the cost of a medical benefit plan from compensation due to the covered employee or elected public official. The employer may condition eligibility for the medical benefit plan on the employee's or elected public official's authorizing the public employer to make the deduction.

Sec. 7. (1) The requirements of this act apply to medical benefit plans of all public employees and elected public officials to the greatest extent consistent with constitutionally allocated powers, whether or not a public employee is a member of a collective bargaining unit.

(2) If a court finds the requirements of section 3 to be invalid, the expenditure limit in section 4 shall apply to a public employer that does not exempt itself under section 8, except that the requirement for a majority vote of the governing body of the public employer in section 4 shall not apply. If a court finds section 4 to be invalid, the expenditure limit in section 3 shall apply to each public employer that does not exempt itself under section 8.

Sec. 8. (1) By a 2/3 vote of its governing body each year, a local unit of government may exempt itself from the requirements of this act for the next succeeding year.

(2) A 2/3 vote of the governing body of the local unit of government is required to extend an exemption under this section to a new year.

(3) An exemption under this section is not effective for a city with a mayor who is both the chief executive and chief administrator, unless the mayor also approves the exemption.

(4) An exemption under this section is not effective for a county with a county executive who is both the chief executive and chief administrator, unless the county executive also approves the exemption.

Sec. 9. If a public employer fails to comply with this act, the public employer shall permit the state treasurer to reduce by 10% each economic vitality incentive program payment received under 2011 PA 63 and the department of education shall assess the public employer a penalty equal to 10% of each payment of any funds for which the public employer qualifies under the state school aid act of 1979, 1979 PA 94, MCL 388.1601 to 388.1772, during the period that the public employer fails to comply with this act. Any reduction setoff or penalty amounts recovered shall be returned to the fund from which the reduction is assessed or upon which the penalty is determined. The department of education may also refer the penalty collection to the department of treasury for collection consistent with section 13 of 1941 PA 122, MCL 205.13.

This act is ordered to take immediate effect.

Carol Morey Viventi

Secretary of the Senate

Janey E. Randall

Clerk of the House of Representatives

Approved

.....
Governor

NEW BUSINESS #7

Resolution to establish the 2023-2024 Trustees' salary.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO ESTABLISH THE TOWNSHIP
TRUSTEE'S SALARY FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for Trustees composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Trustees to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2023, the salary for the office of Tyrone Township Trustee shall be \$205.82 per meeting attended.

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #8

Resolution to establish the 2023-2024 Supervisor's salary.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO ESTABLISH THE TOWNSHIP
SUPERVISOR'S SALARY FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Supervisor to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2023, the salary for the office of Tyrone Township Supervisor shall be \$51,313.60.

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #9

Resolution to establish the 2023-2024 Clerk's salary.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO ESTABLISH THE TOWNSHIP
CLERK'S SALARY FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Clerk to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2023, the salary for the office of Tyrone Township Clerk shall be \$51,313.60.

**RESOLVED BY:
SUPPORTED BY:**

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #10

Resolution to establish the 2023-2024 Treasurer's salary.

**RESOLUTION #2303xx
TYRONE TOWNSHIP, LIVINGSTON COUNTY**

**TO ESTABLISH THE TOWNSHIP
TREASURER'S SALARY FOR THE 2023-2024 FISCAL YEAR**

WHEREAS, pursuant to MCLA 41.95(3), which provides that in a Township that does not hold an annual meeting, the salary for officers composing the Township Board shall be determined by the Township Board; and

WHEREAS, the Board of Tyrone Township deems it desirable to adjust the salary of the Township Treasurer to ensure that compensation for this position remains equitable and commensurate with the duties of said elective office;

NOW, THEREFORE, BE IT RESOLVED, that as of April 1, 2023, the salary for the office of Tyrone Township Treasurer shall be \$51,313.60.

RESOLVED BY:
SUPPORTED BY:

VOTE:

ADOPTION DATE: March 7, 2023

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 March 7, 2023, 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.

Pamela Moughler
Township Clerk

NEW BUSINESS #11

Runyan Lake Inc. request for display fireworks permit.

2023 Application for Fireworks Other Than Consumer or Low Impact

FOR USE BY LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD ONLY

DATE PERMIT(S) EXPIRE:

Authority: 2011 PA 256

The LEGISLATIVE BODY OF CITY, VILLAGE OR TOWNSHIP BOARD will not discriminate against any individual or group because of race, sex, religion, age, national origin, color, marital status, disability, or political beliefs. If you need assistance with reading, writing, hearing, etc., under the Americans with Disabilities Act, you may make your needs known to this Legislative Body of City, Village or Township Board.

TYPE OF PERMIT(S) (Select all applicable boxes)

Agricultural or Wildlife Fireworks
 Articles Pyrotechnic
 Display Fireworks

Public Display
 Private Display

Special Effects Manufactured for Outdoor Pest Control or Agricultural Purposes

NAME OF APPLICANT Runyon Lake Inc.		ADDRESS OF APPLICANT 10169 Carmer, Fenton, MI 48430	AGE OF APPLICANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER		ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CORPORATION, LLC, DBA OR OTHER	
IF A NON-RESIDENT APPLICANT (LIST NAME OF MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)		ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT AGENT)	TELEPHONE NUMBER
NAME OF PYROTECHNIC OPERATOR Great Lakes Fireworks LLC		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76 P.O Box 276, West Branch, MI 48661	AGE OF PYROTECHNIC OPERATOR 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NO. YEARS EXPERIENCE 20+	NO. DISPLAYS 200+	WHERE Throughout Michigan	
NAME OF ASSISTANT TBD		ADDRESS OF ASSISTANT	AGE OF ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
NAME OF OTHER ASSISTANT TBD		ADDRESS OF OTHER ASSISTANT	AGE OF OTHER ASSISTANT 18 YEARS OR OLDER <input checked="" type="checkbox"/> YES <input type="checkbox"/> NO
EXACT LOCATION OF PROPOSED DISPLAY Island in Runyon Lake, Fenton, MI			
DATE OF PROPOSED DISPLAY July 1st, 2023 (Rain: July 2nd, 2023)		TIME OF PROPOSED DISPLAY Approx. 10:00 PM	
MANNER AND PLACE OF STORAGE, SUBJECT TO APPROVAL OF LOCAL FIRE AUTHORITIES, IN ACCORDANCE WITH NFPA 1123, 1124 & 1126 AND OTHER STATE OR FEDERAL REGULATIONS. PROVIDE PROOF OF PROPER LICENSING OR PERMITTING BY STATE OR FEDERAL GOVERNMENT Stored at a Federally Licensed Facility until Date of Display			
AMOUNT OF BOND OR INSURANCE (TO BE SET BY LOCAL GOVERNMENT) \$5,000,000		NAME OF BONDING CORPORATION OR INSURANCE COMPANY Britton Gallagher	
ADDRESS OF BONDING CORPORATION OR INSURANCE COMPANY One Cleveland Center, 3275 E 9th St. 30th Floor, Cleveland, OH 44114			
NUMBER OF FIREWORKS	KIND OF FIREWORKS TO BE DISPLAYED (Please provide additional pages as needed)		
Approx. 280	3" Shells		
Approx. 160	4" Shells		
Approx. 120	5" Shells		
Approx. 60	6" Shells		
Approx. 15	8" Shells		
Approx. 3	10" Shells		
Approx. 20	Various Barrage Cakes 3" & Smaller		
SIGNATURE OF APPLICANT <i>Andrew S. Nester</i>			DATE 2-6-23



CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

2/2/2023

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Britton-Gallagher and Associates, Inc. One Cleveland Center, Floor 30 1375 East 9th Street Cleveland OH 44114	CONTACT NAME: PHONE (A/C. No. Ext): 216-658-7100	FAX (A/C. No.): 216-658-7101
	E-MAIL ADDRESS: info@brittongallagher.com	
INSURED Great Lakes Fireworks LLC 3275 W M76 P.O. Box 276 West Branch MI 48661	INSURER(S) AFFORDING COVERAGE	
	INSURER A : Everest Indemnity Insurance Co.	NAIC # 10851
	INSURER B : Everest Denali Insurance Company	16044
	INSURER C : Axis Surplus Ins Company	26620
	INSURER D :	
	INSURER E :	
	INSURER F :	


COVERAGES **CERTIFICATE NUMBER:** 1039484540 **REVISION NUMBER:**

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL INSD	SUBR WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input type="checkbox"/> POLICY <input checked="" type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:	Y	Y	SI8GL01969-231	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 500,000 MED EXP (Any one person) \$ PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
B	<input checked="" type="checkbox"/> AUTOMOBILE LIABILITY <input checked="" type="checkbox"/> ANY AUTO <input type="checkbox"/> ALL OWNED AUTOS <input type="checkbox"/> SCHEDULED AUTOS <input checked="" type="checkbox"/> HIRED AUTOS <input checked="" type="checkbox"/> NON-OWNED AUTOS	Y	Y	SI8CA00273-231	1/21/2023	1/21/2024	COMBINED SINGLE LIMIT (Ea accident) \$ 1,000,000 BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
C	<input type="checkbox"/> UMBRELLA LIAB <input checked="" type="checkbox"/> OCCUR <input checked="" type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$	Y	Y	P-001-000798280-02	1/21/2023	1/21/2024	EACH OCCURRENCE \$ 4,000,000 AGGREGATE \$ 4,000,000 \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A				<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)
 Additional Insured extension of coverage is provided by above referenced General Liability policy where required by written agreement.
 Display Date: July 1st, 2023 Rain Date: July 2nd, 2023 Location: Runyan Lake Island

Runyan Lake Inc. including all its elected and appointed officials, employees, volunteers, boards, commissions and authorities;
 Tyrone Township including all its elected and appointed officials, employees, volunteers, boards, commissions and authorities.

CERTIFICATE HOLDER Runyan Lake Inc. 10169 CARRMER RD FENTON MI 48430	CANCELLATION SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS. AUTHORIZED REPRESENTATIVE 
--	--

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Runyan Lake

10" shells (700')

Legend

☐ Runyan Lake East





Runyan Lake Inc.

PO Box 105
Fenton MI 48430-0105

February 1, 2023

Subject: Runyan Lake Inc. Fireworks Display Permit – Safety Procedures

Dear Tyrone Township Board,

In response to your request for: [“A letter from your association detailing how you’ll accomplish and enforce keeping people out of the designated danger area and behind safety zone”](#), Runyan Lake Inc. (RLI) will continue to provide safety measures as we have done for more than 25 years of safe fireworks display events. As directed by our contractor to comply with the contractor’s and State of Michigan fireworks display requirements, and Ordinance 41A Section 5.d, the following measures are taken annually by Runyan Lake Inc.:

1. Runyan Lake Inc. communicates safe distance requirement to all of its members prior to the display event by direct email communications. Information is also found on our website.
2. Runyan Lake Inc. establishes a caution taped exclusion zone around the island prior to display set up. The exclusion zone is monitored by both Runyan Lake Inc. and the contractor. Note – this perimeter is for display set up safety only and is not the full safe clear area required for the actual display event.
3. For the actual display event the safe clear area is comprised of the island and a portion of the water surface of Runyan Lake. Runyan Lake Inc. and the contractor monitor the safe clear area for encroachment prior to the start of the display and Runyan Lake Inc. makes direct contact with any offenders to result in relocation outside of the safe clear area prior to the start of the display.
4. During the display event, if any encroachment is identified the contractor stops the display event and notifies Runyan Lake Inc. by phone. Runyan Lake Inc. then makes direct contact with any offenders to result in location outside of the safe clear area prior to restart of the display event. If the offenders refuse to leave the safe clear area the Livingston County Sherriff is contacted and the show is either delayed or cancelled.

Sincerely,

Runyan Lake Inc. Board of Directors

Runyan Lake Inc.
P.O. Box 105
Fenton, MI 48430
RunyanLakeInc@aol.com
www.runyanlakeinc.com

Mark Meisel
President
Tel: 810-354-5469

Mark Waligora
Vice-President
Tel: 810-445-8232

Ivan Quinn
Treasurer
Tel: 810-629-7986

Mike Simeoni
Recording Secretary

Dean Haase
Kevin Johnson
Andy Nester
Tom MacDonald
Pat Maynard
David Verbeke
(Trustees)



City of Fenton Fire Department

205 East Caroline Street
Fenton, MI 48430
(810) 629-8595
Emergency Dial 911

February 21, 2023

Mike Cunningham
Tyrone Township Supervisor

Re: Runyan Lake Association Fireworks Permit application

Supervisor Cunningham,

I have received the application packet for the fireworks display permit for the Runyan Lake Association. Their show is planned for Saturday July 1st with a rain date of Sunday July 2nd. The show will once again be launched from the island at the SE corner of the Lake. This is the same location as in years past.

I have reviewed the information required for the permit and for the Township. The application submitted by The Runyan lake Association and Great Lakes Fireworks LLC is complete and I am recommending the approval of the display permit.

Respectfully,


Robert Cairnduff
Fire Chief

NEW BUSINESS #12

Request to write off uncollectible fire services charges.

MARCH 2023 WRITEOFF REQUEST LIST

	A	B	C	D	E
1	INCIDENT DATE	INCIDENT #	AMOUNT	NAME	STATUS NOTES
2					
3	3/25/2018	117	\$1,405	SCOTT W SMITH	UNCOLLECTIBLE
4	8/31/2019	19469	\$1,419	JEREMY TAYLOR	BANKRUPTCY
5					
6					
7					
8					
9					
10					
11					
12					
13					
14					
15					
16					
17					
18					
19					
20					
21					
22					
23					
24					
25	TOTAL		\$2,824		

Closed Report

Accounts Closed From 9/1/2022 Thru 9/30/2022

RECEIVED
OCT 17 2022

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

TYR001
TYRONE TOWNSHIP
Attn: ERANDA KRISTO
8420 RUNYAN LAKE RD

FENTON, MI 48430

Reference #	Close Reason	Account Name	Assign Date	Closed Date	Amount Cancelled
19469	BANKRUPTCY NO ASSETS	TAYLOR, JEREMY	01/30/20	09/06/22	1,419.00
Bankruptcy: Chapter 13 Case # 20-31633 File Date 9/30/2020 Attorney WILLIAM D JOHNSON Phone 248-443-7033					
Totals	1				



TYRONE TOWNSHIP EMERGENCY SERVICE STATEMENT

TYRONE TOWNSHIP
8420 RUNYAN LAKE ROAD
FENTON, MI 48430
WWW.TYRONETOWNSHIP.US
(810) 629-8631

Statement Date: 02/28/2023

Emergency Service Date 08/31/2019

Customer ID TAYLOR, JEREMY

JEREMY TAYLOR
2698 THISLEWOOD DR.
HOWELL, MI 48843

Amount Enclosed: _____

Please Return Top Section With Your Payment

TYRONE TOWNSHIP FIRE SERVICE STATEMENT

Date: 02/28/2023

Call (810)629-8631 For Any Questions Regarding This Statement.

Customer Name: TAYLOR, JEREMY

Invoice #	Description	Date	Check #	Charges	Penalties	Payments	Balance
0019083100	FT 19469	09/24/2019		1,419.00	0.00		1,419.00



Closed Report
Accounts Closed From 7/1/2022 Thru 7/31/2022



PO BOX 133
HARTLAND, MI 48353
(800) 931-3711
AccessUCS.com

RECEIVED
AUG 15 2022

TYR001
TYRONE TOWNSHIP
Attn: ERANDA KRISTO
8420 RUNYAN LAKE RD

FENTON, MI 48430

Reference #	Close Reason	Account Name	Assign Date	Closed Date	Amount Cancelled
0000117	UNCOLLECTIBLE	SMITH,SCOTT WILLIAM	09/26/18	07/29/22	1,419.00
Totals	1				

September 2018 fo loker.

TYRONE TOWNSHIP EMERGENCY SERVICE STATEMENT

TYRONE TOWNSHIP
8420 RUNYAN LAKE ROAD
FENTON, MI 48430
WWW.TYRONETOWNSHIP.US
(810) 629-8631

Statement Date: 02/28/2023

Emergency Service
Date: 03/25/2018

Customer ID SMITH, SCOTT

SCOTT SMITH
JEANETTE SMITH
32311 OLDE FRANKLIN DR
FARMINGTON HILLS, MI 48334

Amount Enclosed: _____

Please Return Top Section With Your Payment

TYRONE TOWNSHIP FIRE SERVICE STATEMENT

Date: 02/28/2023

Call (810)629-8631 For Any Questions Regarding This Statement.

Customer Name: SMITH, SCOTT

Invoice #	Description	Date	Check #	Charges	Penalties	Payments	Balance
0018032500	CF 117	04/11/2018		1,405.00	0.00		1,405.00