#### **TYRONE TOWNSHIP PUBLIC HEARING & REGULAR BOARD MEETING AGENDA** MARCH 19, 2024 - 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 2024-2025 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 6, 2024 Treasurer's Report – January 31, 2024 Clerk's Warrants and Bills – March 11, 2024

#### **COMMUNICATION**

- 1. Planning Commission Approved Meeting Minutes December 12, 2023
- 2. Planning Commission Approved Meeting Minutes January 9, 2024
- 3. Planning Commission Meeting & Public Hearing Synopsis February 13, 2024
- 4. Livingston County Sheriff's Report- January 31, 2024
- 5. Livingston County Sheriff's Report- February 29, 2024
- 6. Fire service report January 31, 2024

#### **PUBLIC REMARKS**

#### **UNFINISHED BUSINESS**

#### **NEW BUSINESS**

- 1. Resolution to adopt the 2024-2025 budget by department totals.
- 2. General Appropriation Act Resolution.
- 3. Headlee Operating Tax Millage Rate Resolution.
- 4. Resolution to opt out of Senate Bill #7 health insurance provision for the 2024-2025 fiscal vear.
- 5. Approval of fire service contracts.
- 6. Resolution to establish the 2024-2025 Trustees' salary.
- 7. Resolution to establish the 2024-2025 Supervisor's salary.
- 8. Resolution to establish the 2024-2025 Clerk's salary.
- 9. Resolution to establish the 2024-2025 Treasurer's salary.
- 10. Employee health insurance policy renewal.
- 11. Resolution to recognize VTAC as a 501c3 to obtain gaming license.
- 12. Runyan Lake Inc. fireworks display permit request.

#### **MISCELLANEOUS BUSINESS**

#### **PUBLIC REMARKS**

#### **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 2024-2025 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 2024-2025 Budget Public Hearing March 19,2024

### 2023-2024 Events

- There are 3 scheduled elections for 2024
- Re Appointed Jon Ward and Bill Wood to Planning Commission
- Appointed Chet Schultz as ZBA Alt.
- Re Appointed Don Bunka to ZBA
- Rich Erickson stepped down as PC Chair Appointed Steve Krause to PC Chair
- Slight increase in revenue sharing
- Received our 2<sup>nd</sup> ARPA Payment

### 2023-2024 Events

- Repaved Runyan Lake Rd. From White Lake to Fenton City Line
- Repaved Runyan Lake Rd. From Gordon to Township
- Repaved Hartland Rd. From W.L.R to City limit
- Continued R.O.W Tree Cutting Program
- Cider Mill Crossing is built out to capacity
- Tyrone Woods is still in process of expanding 2<sup>nd</sup> phase
- Continue to work on ordinances solar being priority

### 2023-2024 Events

- Updated 20 yr. sewer plan; we will not need to loan money from general fund.
- Budget surplus 2010, 2011, 2012, 2013, 2014, 2015, 2016, 2017, 2018, 2019, 2020, 2021, 2022, 2023
- Estimated budget surplus 2023-24 \$74,750 est.
- Budget Surpluses are allocated to road fund, building fund.
- Final Phases of Master Plan
- The Old Town House was moved
- Historical Society Held 2<sup>nd</sup> annual Pioneer Days
- Paid off Assessment of Orchard Park Drain
- Started Construction of Orchard Park Drain

### 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

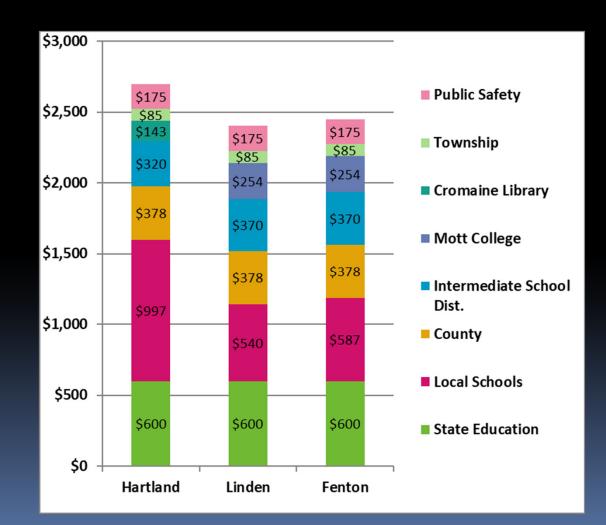
## Challenges

- Revenue sharing uncertain for next year
- Track with the 20 yr. Sewer Bond Repayment Plan
- Continue to review all services & expenses
- New State Law removing Local Control of Renewable Energy Facilities
  - Future needs

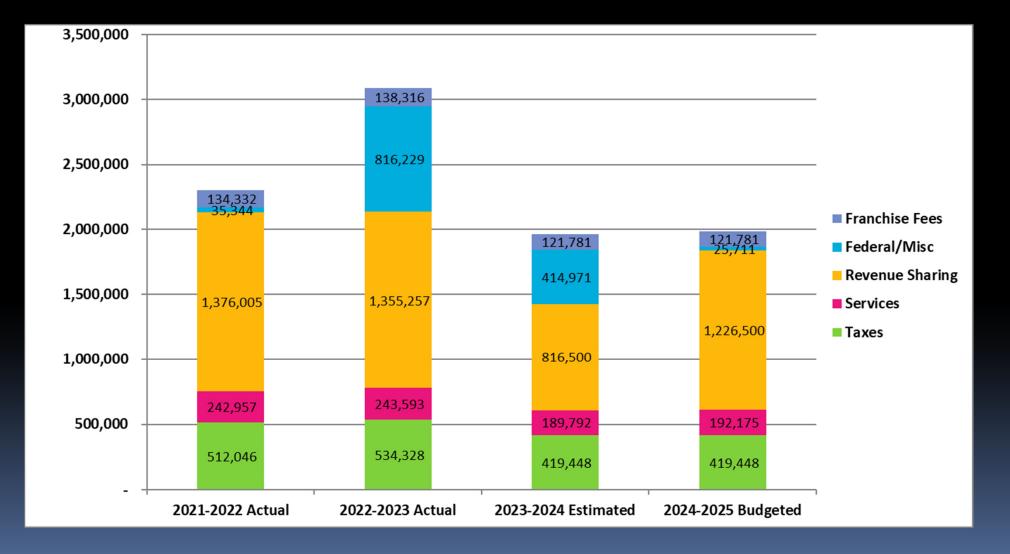
Roads (LCRC and state funding) new bonds will affect PA 51 future funding

## YOUR TAX DOLLARS - TYRONE TOWNSHIP MILLAGE RATE 0.8512

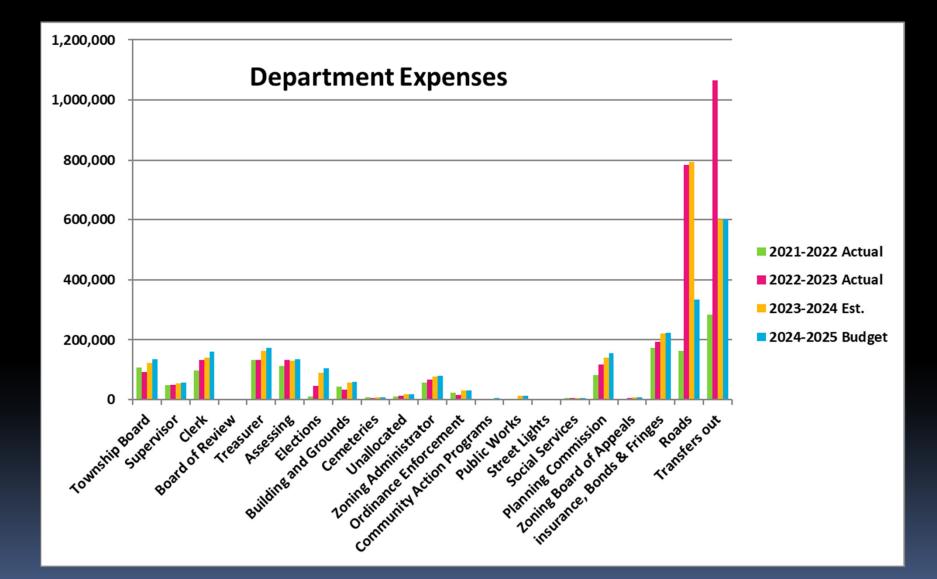
Residential Tax Rate Per \$100,000 Taxable Value



## Annual Revenue By Source



## Expenses By Department



### General Fund Revenue and Expenses

101	Revenue	\$ 2,300,684	\$ 3,087,724	\$ 1,962,492	\$ 1,985,615
	Departments	2021-2022 Actual	2022-2023 Actual	2023-2024 Est.	2024-2025 Budget
101	Township Board	97,850	93,453	122,945	135,662
171	Supervisor	47,481	50,046	54,592	57,383
215	Clerk	98,580	133,236	141,690	161,737
247	Board of Review	1,615	1,694	2,510	3,510
253	Treasurer	133,600	133,346	163,488	173,670
257	Assessing	112,138	133,810	129,653	135,925
262	Elections	9,079	44,797	91,486	105,803
265	Building and Grounds	38,032	32,808	57,080	59,780
567	Cemeteries	7,760	3,640	8,101	8,161
272	Unallocated	9,863	12,845	16,191	16,191
703	Zoning Administrator	40,185	67,071	77,987	81,454
724	Ordinance Enforcement	21,699	15,558	29,637	30,230
729	Community Action Programs	1,748	0	3,500	5,000
441	Public Works	0	0	12,000	12,000
448	Street Lighting	1,969	1,941	2,546	2,546
685	Social Services	4,400	4,400	6,000	6,000
701	Planning Commission	83,535	118,845	139,511	156,455
702	Zoning Board of Appeals	3,355	4,224	7,065	7,065
277	Insurance, Bonds & Fringes	155,144	194,319	221,760	223,760
966	Transfers out	285,000	1,065,000	600,000	600,000
	Total Expenses	\$1,153,033	\$2,111,033	\$1,887,742	\$1,982,332

## Restricted Fund Budgets

		Revenue	Expenses	Surplus (Deficit)	
141	Technology	\$ -	\$ -	\$ -	
145	Public Improvement Bldg & Site	100,000	100,000	-	
205	Public Safety	916,675	856,382	60,293	
208	Park and Recreation	-	-	-	
212	Liquor Law Enforcement	3,000	3,000	-	
218	Jayne Hill Street Lighting	1,248	1,200	48	
219	Walnut Shores Street Lighting	100	160	(60)	Use fund balance
225	Shannon Glen Rubbish Removal	6,432	6,735	(303)	Use fund balance
226	Jayne Hill Rubbish Removal	-	-	-	
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	335,000	165,000	
246	Township Improvement Revolving	-	-	-	
259	Right of Way	8,800	25,000	(16,200)	Use fund balance
274	Public Education Grant	50,000	80,000	(30,000)	Use fund balance
858	Parkin Lane Road Improvement	28,106	41,665	(13,559)	Use fund balance
863	Lake Shannon Road Improvement	100,895	126,100	(25,205)	Use fund balance
864	Laurel Springs Road Improvement	13,698	15,000	(1,302)	Use fund balance
865	Irish Hills Road Improvement	56,810	57,176	(366)	Use fund balance
599	Sewer 2003	174,450	1,005,596	(831,146)	Use fund balance
590	Public Works Sewer O&M	657,580	867,400	(209,820)	Use fund balance

## End Of Presentation

## PUBLIC COMMENTS

### **CONSENT AGENDA**

Regular Board Meeting Minutes – February 6, 2024 Treasurer's Report – January 31, 2024 Clerk's Warrants and Bills – March 11, 2024

#### CALL TO ORDER

Supervisor Cunningham called the meeting of the Tyrone Township Board to order with the Pledge of Allegiance on February 6, 2024 at 7:01 p.m. at the Tyrone Township Hall.

#### ROLL CALL

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

#### APPROVAL OF AGENDA – OR CHANGES

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

The amendments are as follows:

Removed New Business #3 Historic town house electric contract. (Subject is included with New Business #4.

Added New Business #9 Resolution to establish guidelines for granting property tax poverty exemptions.

#### APPROVAL OF CONSENT AGENDA

- 1. Regular Board Meeting Minutes December 19, 2023
- 2. Treasurer's Report December 31, 2023
- 3. Clerk's Warrants and Bills January 31, 2024

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

#### **COMMUNICATIONS**

- 1. Planning Commission Approved Meeting Minutes- November 14, 2023
- 2. Planning Commission Meeting Synopsis- January 9, 2024
- 3. Livingston County Sheriff's Report- December 31, 2023

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

#### PUBLIC REMARKS

Several public comments were heard.

#### **UNFINISHED BUSINESS**

1. REU bulk purchase discussion.

The board discussed selling sewer REUs for a discounted rate. It was decided the subject back to the board at a later date. No motion was made.

#### NEW BUSINESS

#### 1. Meeting Date Resolution.

#### RESOLUTION #240201 TYRONE TOWNSHIP, LIVINGSTON COUNTY

#### 2024-2025 MEETING DATES

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

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

THEREFORE, BE IT RESOLVED THAT the Tyrone Township Board will hold regular meetings beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road, the first and third Tuesday evenings of each month unless changed due to conflicts. The second meeting in March is always held the last week of the month for budget purposes. In the fiscal year, April 1, 2024 to March 31, 2025 the meetings will be held on the following dates:

April 2 & 16, 2024	October 1 & 15, 2024
May 21, 2024	November 19, 2024
June 4 & 18, 2024	December 3 & 17, 2024
July 16, 2024	January 7 & 21, 2025
August 20, 2024	February 4 & 18, 2025
September 3 & 17, 2024	March 4 & 25, 2025

BE IT FURTHER RESOLVED THAT the Tyrone Township Planning Commission meetings will be held on the second Tuesday evenings of each month beginning at 7:00 p.m., and workshops the third Wednesday of each month at 6:00 pm. at the Tyrone Township Hall, 8420 Runyan Lake Road, unless changed due to conflicts. In the fiscal year, April 1, 2024 to March 31, 2025, the meetings and workshops will be held on the following dates:

April 9 & 17, 2024	October 8 & 16, 2024
May 14 & 22, 2024	November 12 & 20, 2024
June 11 & 19, 2024	December 10 & 18, 2024
July 9 & 17, 2024	January 14 & 22, 2025
August 13 & 21, 2024	February 11 & 19, 2025
September 10 & 18, 2024	March 11 & 19, 2025

BE IT FURTHER RESOLVED THAT the Tyrone Township Zoning Board of Appeals (ZBA) meetings will be held on the second Monday evening of each month upon request beginning at 7:00 p.m., at the Tyrone Township Hall, 8420 Runyan Lake Road, unless changed due to conflicts. Sometimes the agenda length may determine the need for two meetings to be

held during the month. In the fiscal year, April 1, 2024 to March 31, 2025, the meetings may be held on the following dates:

April 8, 2024 May 13, 2024 June 10, 2024 July 8, 2024 August 12, 2024 September 9, 2024 October 14, 2024 November 11, 2024 December 9, 2024 January 13, 2025 February 10, 2025 March 10, 2025

RESOLVED BY: Trustee Tucker SUPPORTED BY: Trustee Schulze

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

ADOPTION DATE: February 6, 2024

#### 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 6, 2024, 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.

mela Moughler

Pamela Moughler Township Clerk

#### 2. 2024-2025 pre-budget discussion.

The board discussed tentative items they want to include in the 2024-2025 budget. No motion was made.

#### 3. Historic town house electric contract.

Removed from the agenda.

#### 4. Historic town house repair discussion.

The Supervisor said the electrical was done in the historic town house as it was time-sensitive to receive a grant. The insulation and roof are expected to be done this year; other repairs are planned for the following year. The Supervisor said the Historical Society is putting \$27,000 towards repairs as well. No motion was made.

#### 5. Right of way tree removal and trimming.

Trustee Ferguson moved to allocate \$22,750 for road right of way tree trimming and removal. (Trustee Schulze seconded.) The motion carried; all ayes.

#### 6. MMTA training for Treasurer and Deputy Treasurer.

Trustee Schulze moved to authorize the Treasurer and Deputy Treasurer to attend the MMTA training. (Trustee Tucker seconded.) The motion carried; all ayes.

#### 7. PEG Funding Request.

Trustee Tucker moved to release \$71,518.31 of PEG funds to the schools. (Trustee Ferguson seconded.) The motion carried; all ayes.

#### 8. Disorderly conduct ordinance.

#### TYRONE TOWNSHIP RESOLUTION #240202

#### ORDINANCE NO. 51 PROHIBITING DISORDERLY CONDUCT

Prohibited act.

No person shall conduct themself in a disorderly manner while at the Tyrone Township Hall or at any other such location that Tyrone Township is conducting official business.

Definitions. For purposes of this ordinance, conducting oneself in a disorderly manner shall include, but is not limited to:

1. Failure to comply with the Code of Conduct adopted by Tyrone Township during attendance at any meeting held by any Township Board, Commission, panel, or any group of officials conducting Township business.

2. Engaging in excessive, unnecessary, or unusually loud noise which disturbs and/or disrupts the ability of Township officials, employees, or agents to perform their duties.

3. Use of language which explicitly or implicitly threatens, or could reasonably be interpreted as threatening, the physical safety of any Township official, employee, agent, or any other person.

4. Use of vulgar language directed at any Township official, employee or agent or any person.

5. Any other conduct which disturbs and/or disrupts the ability of Township officials, employees, or agents to perform their duties.

Violations and penalties.

Any person who violates the provisions of this article shall be guilty of a municipal civil infraction and subject to the penalties set forth in the Township's Civil Infraction Ordinance, as amended.

In addition to the penalty described above, any Township Official, Employee or Agent witnessing a person violating this ordinance may report the violation to a representative of any law enforcement agency, including, but not limited to, the Livingston County Sheriff's Office. The violation of the Ordinance shall be documented and all evidence of the Ordinance violation collected and retained.

If a violation of this Ordinance is in progress, a request that a law enforcement agency representative remove the person violating this Ordinance from the Township Hall, or other such location where the Township is conducting official business, may be made and the violating party subsequently removed.

This Ordinance shall take effect 30 days after publication.

RESOLVED BY: Trustee Schulze SUPPORTED BY: Trustee Tucker

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

ADOPTION DATE: February 6, 2024

#### 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 6, 2024, 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.

Hamela Moughles

Pamela Moughler Township Clerk

#### 9. Resolution to establish guidelines for poverty exemptions from property taxes.

#### RESOLUTION #240203 TYRONE TOWNSHIP, LIVINGSTON COUNTY

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

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

WHERE AS, the 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.

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.

DOVEDTV LEVEL CHIDE				
POVERTY LEVEL GUIDELINE FOR 2024 TAX YEAR				
Size of Family Unit	Household Income			
1	\$14,580			
2	\$19,720			
3	\$24,860			
4	\$30,000			
5	\$35,140			
6	\$40,280			
7	\$45,420			
8	\$50,560			
For each additional person	\$5,140			

### ATTACHMENT A

#### 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 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 Tucker SUPPORTED BY: Trustee Schulze

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

ADOPTION DATE: February 6, 2024

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Painela Moughler

Pamela Moughler Township Clerk

#### **MISCELLANEOUS BUSINESS**

None.

#### PUBLIC REMARKS

Several public comments were heard.

#### **ADJOURNMENT**

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

TOWNSHIP FUNDS General 101 Tech Fund 141 Building & Site 145 Parks/Recreation 208 Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 220 Great Oaks Dr 232 Laural Springs Rubbish removal 233	Interest Ckg \$786,530.84 \$51,781.85 \$131,738.67 \$5,934.23 \$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27 \$657.96	\$ \$	1VESTMENTS ICS 5,362,338.04 5,000.00 107,500.00 194,224.80 97,500.00	Int Rate 2.99% 2.99% 2.99% 0.40% 0.40% 2.22% 0.40%	uuary , 2024 MICHIGAN CLASS \$282,026.65	Int Rate Monthly AVG.	FLG PEG CD matures 8/9/23	Int rate	\$	Grand Totals Each Fund 6,148,868.88 \$56,781.85
General 101 Tech Fund 141 Building & Site 145 Parks/Recreation 208 Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$786,530.84 \$51,781.85 \$131,738.67 \$5,934.23 \$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27	\$ \$ \$	ICS 5,362,338.04 5,000.00 107,500.00 194,224.80	Rate 2.99% 2.99% 0.40% 0.40% 2.22%						Fund 6,148,868.88
Tech Fund 141 Building & Site 145 Parks/Recreation 208 Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$51,781.85 \$131,738.67 \$5,934.23 \$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27	\$ \$ \$	5,000.00 107,500.00 194,224.80	2.99% 2.99% 0.40% 0.40% 2.22%	\$282,026.65				\$	
Building & Site 145 Parks/Recreation 208 Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$131,738.67 \$5,934.23 \$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27	\$ \$	107,500.00	2.99% 0.40% 0.40% 2.22%	\$282,026.65					\$56,781.85
Parks/Recreation 208 Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$5,934.23 \$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27	\$	194,224.80	0.40% 0.40% 2.22%	\$282,026.65					
Liquor Control 212 Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$24,447.78 \$24,966.26 \$45,899.08 \$243,583.45 \$374.27			0.40% 2.22%	\$282,026.65					\$239,238.67
Road 245 Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$24,966.26 \$45,899.08 \$243,583.45 \$374.27			2.22%	\$282,026.65					\$5,934.23
Revolving 246 Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Ochard Rubbish Removal 230 Great Oaks Dr 232	\$24,966.26 \$45,899.08 \$243,583.45 \$374.27				\$282,026.65					\$0.00
Right of Way 259 Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$45,899.08 \$243,583.45 \$374.27	\$	97,500.00	0.40%		4.85%			\$	500,699.23
Peg 274 Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$243,583.45 \$374.27				\$207,178.88	4.85%			\$	329,645.14
Lk Tyrone Grant 281 <b>Special Assessments</b> Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$374.27			0.40%						\$45,899.08
Special Assessments Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232							\$ 200,213.75	2.70%		\$443,797.20
Jayne Hill Lts 218 Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232				0.40%						\$0.00
Walnut Shores Lts 219 Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232										
Shannon Glen Rubbish 225 Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$657.96			0.40%						\$374.27
Jayne Hill Rubbish Removal 226 Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$301.00			0.40%						\$657.96
Apple Orchard Rubbish Removal 230 Great Oaks Dr 232	\$1,767.72									\$1,767.72
Great Oaks Dr 232	\$4,585.30			0.40%						\$4,585.30
	\$985.54									\$985.54
Laural Springs Rubbish removal 233	\$11,634.16			0.40%						\$11,634.16
	\$2,807.00									\$2,807.00
Silver Lake Rubbish Removal 234	\$1,236.28									\$1,236.28
Parkin Lane Snow 238	\$12,913.64			0.40%						\$12,913.64
Account Totals	\$1,351,844.03	\$	5,766,562.84		\$489,205.53		\$ 200,213.75		\$	7,807,826.15
Health Flex Spending 101	\$1,001,01100	_	he State Bank		\$100,200,000		¢ 200,210110			Health Flex Total
FSA Account (\$10K Loan to Open)		\$	14,574.81	0.00%					\$	14,574.81
TOA Account (\$100 Loan to Open)		ψ	14,574.01	0.0078					φ \$	
									Ф	14,574.81
				1						11: 0.4.4 T.4.1
Public Safety- 205		<u>^</u>								ublic Safety Total
Public Safety 205 - State Bank checkin	g	\$	24,787.65	0.40%					\$	24,787.65
Public Safety 205- State Bank Savings		\$	6,420.02	3.04%					\$	6,420.02
Public Safety 205 - First Merchant		\$	206,129.95	0.16%					\$	206,129.95
Public Safety ICS- 205 State Bank		\$	805,187.20	2.22%					\$	805,187.20
									\$	1,042,524.82
SEWER O&M CHECKING ACCT- 590			Flagstar						9,	Sewer O&M Total
Sewer Operation and Maintenance CK	(5710)	\$	510,647.40	0.95%					\$	510,647.40
Sewer Operation and Maintenance SV	(4865)	\$	5,154.98	3.75%					\$	5,154.98
CIBC- O&M CD(matures 8/8/24)(6337)		\$	167,643.23	2.55%					\$	167,643.23
Flagstar O&M CDARS (matures 8/8/202	24)(6740)	\$	148,011.30	4.93%					\$	148,011.30
	,, ,	գ Տ	150,673.14							
Flagstar CD O&M (matures 8/12/2024)	(4710)	ф	150,673.14	2.70%					\$ \$	150,673.14
									\$	982,130.05
TYRONE TOWNSHIP SEWER 2003- 5	99	F	lagstar/CIBC	1					Tvi	rone Sewer 03 Total
Debt Service 599 Flagstar Bank		\$	672,097.17	1.0%					\$	672,097.17
		Ť								,
Flagstar CDARS 2003 (matures 4/18/20	024)(2241)	\$	552,742.01	0.80%					\$	552,742.01
	<b>`</b>	¢	1 047 600 05	4 450/					¢	4 0.47 000 05
CIBC CD 2003 (matures 3/28/24)(8551	)	\$	1,047,636.35	4.15%					\$	1,047,636.35
Flagstar CDARS 2003 Fund Matures 3/14/20	024(1142)	\$	475,355.94	4.57%					\$	475,355.94
	024(1142)	Ψ	470,000.04	4.0170					\$	2,747,831.47
									Ŷ	2,1 11,001111
TRUST & AGENCY- 701			Chase						Tru	ust & Agency Total
Township Trust and Agency 701 Saving	IS	\$	1,515.38	0.05%					\$	1,515.38
Township Trust and Agency 701 Check		\$	34,709.14	0.00%					\$	34,709.14
rememp rider and rigency rer encon		Ŷ	0 1,7 0011 1	0.0070					\$	36,224.52
									•	
Road Improvements-			Flagstar						Roa	d Improvement Total
Parkin Lane Rd 2010 (858)		\$	30,846.73	0.95%					\$	30,846.73
Lake Shannon 2018 (863)		\$	274,559.90	0.95%					\$	274,559.90
		\$	45,104.12	0.95%					\$	45,104.12
Laurel springs (864) Irish Hills (865)		ъ \$	45,104.12 193,933.69	0.95%					ъ \$	193,933.69
CIBC- Parkin Lane CD(matures 8/8/202	24) 1515	ъ \$	193,933.69	2.55%						
T arkin Lane CD(Induites 0/0/202		φ	100,919.45	2.33%					\$ \$	100,919.45
									φ	645,363.89
									\$	5,468,649.56

Total Township Monies \$ 13,276,475.71

### 03/11/2024 02:14 PMCHECK REGISTER FOR TYRONE TOWNSHIPUser: TMEDORCHECK DATE FROM 01/31/2024 - 03/11/2024

Check Check Date

Vendor Name

Amount

Bank 001 :	STATE BANK COMMON	ACCOUNT	
02/06/2024	23857	AFLAC	1,048.12
02/06/2024	23858	B&H PHOTO-VIDEO	4,767.01
02/06/2024	23859	BURNHAM & FLOWER OF MICHIGAN	22.50
02/06/2024	23860	CHASE CARD SERVICE	462.56
02/06/2024	23861	CONSUMERS ENERGY	781.29
02/06/2024	23862	GRIFFIN PEST SOLUTIONS, INC	51.00
02/06/2024	23863	HAMILTON'S PROPANE	741.88
02/06/2024	23864	HARRIS & LITERSKI	5,643.00
02/06/2024	23865	IVS COMM, INC.	145.00
02/06/2024	23866	KCI	1,875.90
02/06/2024	23867	LIVINGSTON COUNTY TREASURER	409.50
02/06/2024	23868	REPUBLIC SERVICES#237	530.82
02/06/2024	23869	SHOEMAKER SERVICES INC	2,449.00
02/06/2024	23870	STAPLES ADVANTAGE	261.61
02/06/2024	23871	STERICYCLE, INC	91.95
02/06/2024	23872	SUNSET MAINTENANCE, LLC	560.00
02/06/2024	23873	VC3 INC.	124.00
02/06/2024	23874	VIEW NEWSPAPER GROUP	507.00
02/06/2024	23875	ZASKI ACCOUNTING, LLC	2,175.00
02/14/2024	23876	AT&T MOBILITY	239.39
02/14/2024	23877	CARLISLE/WORTMAN ASSOCIATES, INC	1,215.00
02/14/2024	23878	HARRIS & LITERSKI	2,070.29
02/14/2024	23879	HARTLAND SENIOR CENTER	4,400.00
02/14/2024	23880	LIVINGSTON COUNTY TREASURERS ASSOC.	10.00
02/14/2024	23881	PITNEY BOWES GLOBAL	190.23
02/14/2024	23882	RICOH USA, INC.	524.33
02/14/2024	23883	TOWNSEND, SCOTT	1,800.00
02/21/2024	23884	BLUE CROSS BLUE SHIELD OF MICHIGAN	12,356.97
02/21/2024	23885	CHARTER COMMUNICATIONS	129.98
02/21/2024	23886	FOX, MICHAEL J.	3,188.48
02/21/2024	23887	MANN IT	1,388.00
02/21/2024	23888	MICHIGAN TOWNSHIPS ASSOCIATION	100.00
02/21/2024	23889	RICOH USA INC	196.28
02/21/2024	23890	VC3 INC.	124.00
02/21/2024	23891	VOYA INSTITUTIONAL TRUST COMPANY	1,310.00
03/06/2024	23892	AFLAC	1,048.12
03/06/2024	23893	CHASE CARD SERVICE	2,059.66
03/06/2024	23894	CONSUMERS ENERGY	477.91
03/06/2024	23895	FENTON PRINTING	281.68
03/06/2024	23896	FOSTER SWIFT	2,693.80
03/06/2024	23897	IVS COMM, INC.	145.00
03/06/2024	23898	KCI	1,100.05
03/06/2024	23899	LIVINGSTON COUNTY GIS	172.00
03/06/2024	23900	LIVINGSTON COUNTY TREASURER	316.00
03/06/2024	23901	MANN IT	1,897.76
03/06/2024	23902	SUNSET MAINTENANCE, LLC	560.00
03/06/2024	23903	TYRONE COVENANT PRESBYTERIAN	1,200.00
03/06/2024	23904	VIEW NEWSPAPER GROUP	1,189.50
03/06/2024	23905	VOYA INSTITUTIONAL TRUST COMPANY	280.00
03/06/2024	23906	ZASKI ACCOUNTING, LLC	1,525.00
			,
001 TOTAL	s •		
Total of 50	Checks:		66,836.57
Less 0 Void	Checks:		0.00
Total of 50	Disbursements:		66,836.57
IOCAL OI JU	Dispuisements.		00,030.37
Bank 022	STATE BANK - PUBL	IC SAFETY checking	
00/06/000	1		
02/06/2024	1404	CHASE CARD SERVICE	58.47
02/14/2024	1405	CITY OF FENTON FIRE DEPARTMENT	30,996.00
02/21/2024	1406	HARTLAND AREA FIRE DEPARTMENT	18,993.00
03/06/2024	1407	HARTLAND AREA FIRE DEPARTMENT	11,688.00
	c.		
022 TOTAL	J .		
Total of 4 (	Checks:		61,735.47
Less 0 Void	Checks:		0.00
Total of 4	Disbursements:		61,735.47
IULAI OI 4 1	PISDUISEINGUIS:		01,/30.4/
D. 1 101			

Bank 101 FLAGSTAR-SEWER DEBT-CKG

User: TMEDOR DB: Tyrone		CHECK REGISTER FOR TYRONE TOWNSHIP CHECK DATE FROM 01/31/2024 - 03/11/2024	Page: 2/2
Check Date	Check	Vendor Name	Amount
03/06/2024	1203	LIVINGSTON COUNTY DRAIN COMM.	50,901.10
101 TOTALS:			
Iotal of 1 Checks Less 0 Void Check			50,901.10 0.00
Total of 1 Disbur	sements:		50,901.10
Bank 102 SEWER	O&M CHECKIN	G 590	
02/06/2024	496	TYRONE TOWNSHIP	9,728.20
02/06/2024 02/14/2024	497 498	TYRONE TOWNSHIP LIVINGSTON COUNTY DRAIN COMM.	98,238.38 72,533.07
03/06/2024	499	LIVINGSTON COUNTY DRAIN COMM.	74,928.26
102 TOTALS:			
Total of 4 Checks Less 0 Void Check			255,427.91 0.00
Total of 4 Disbur			255,427.91
Bank 108 TAX F	UND FLAGSTAR		
02/06/2024	3426	CRANE TIMOTHY & DANA	5.18
02/06/2024	3427	CROMAINE LIBRARY	10,482.27
02/06/2024	3428	FENTON SCHOOLS	131,703.35
02/06/2024	3429	GISD	89,650.92
02/06/2024 02/06/2024	3430 3431	HARTLAND CONSOLIDATED SCHOOLS LESA	73,034.75 569.83
02/06/2024	3432	LINDEN COMMUNITY SCHOOLS	43,402.49
02/06/2024	3433	LIVINGSTON COUNTY TREASURER	33,994.67
02/06/2024	3434	MOTT COMMUNITY COLLEGE	83,031.48
02/21/2024	3435	CROMAINE LIBRARY	39,253.57
02/21/2024	3436	FENTON SCHOOLS	348,799.70
02/21/2024	3437	GISD	120,342.92
02/21/2024	3438	HARTLAND CONSOLIDATED SCHOOLS	282,015.24
02/21/2024	3439	LESA	1,771.47
02/21/2024	3440	LINDEN COMMUNITY SCHOOLS	107,573.97
02/21/2024	3441	LIVINGSTON COUNTY TREASURER	67,756.48
02/21/2024	3442	MOTT COMMUNITY COLLEGE	192,202.66
03/06/2024	3443	CROMAINE LIBRARY	35,873.25
03/06/2024	3444	FENTON SCHOOLS	356,401.53
03/06/2024	3445	GISD	259,214.26
03/06/2024 03/06/2024	3446 3447	HARTLAND CONSOLIDATED SCHOOLS	258,232.90
03/06/2024 03/06/2024	3447	LESA LINDEN COMMUNITY SCHOOLS	3,937.09 117,372.71
03/06/2024	3449	LIVINGSTON COUNTY TREASURER	104,640.67
03/06/2024	3450	MOTT COMMUNITY COLLEGE	232,674.47
108 TOTALS:			
Total of 25 Check Less 0 Void Check			2,993,937.83
Total of 25 Disbu	rsements:		2,993,937.83
Bank 203 TRUST	& AGENCY 70	1 CKG	
02/14/2024	2074	CARLISLE/WORTMAN ASSOCIATES, INC	540.00
02/14/2024 02/14/2024	2075 2076	LIVINGSTON COUNTY TREASURER TYRONE TOWNSHIP	2,365.00 473.01
203 TOTALS:			
Total of 3 Checks Less 0 Void Check			3,378.01 0.00
Total of 3 Disbur			3,378.01

Total of 87 Checks:	3,432,216.89
Less 0 Void Checks:	0.00
Total of 87 Disbursements:	3,432,216.89

### **COMMUNICATION #1**

Planning Commission Approved Meeting Minutes – December 12, 2023

1 2 3	TYRONE TOWNSHIP PLANNING COMMISSION APPROVED REGULAR MEETING MINUTES December 12, 2023 7:00 p.m.
4 5	This meeting was held at the Tyrone Township Hall
6	PRESENT: Rich Erickson, Kurt Schulze, Jon Ward, Steve Krause, Bill Wood, Kevin Ross
7	ABSENT: Garrett Ladd
8	ALSO PRESENT: Ross Nicholson & Matteo Passalacqua
9	Chairman Rich Erickson called the meeting to order at 7:01 p.m.
10	APPROVAL OF THE AGENDA: Approved the agenda as presented.
11	APPROVAL OF THE MINUTES:
12	CALL TO THE PUBLIC: Public comments were received.
13	OLD BUSINESS:
14 15	1) Master Plan:
16 17 18 19 20 21 22	The Planning Commission discussed the Master Plan status and the revised Future Land Use Map draft with the Planner. They discussed the possibility of holding an additional vision session following the receipt of input from neighboring communities and agencies. It would need to be approved by the Township Board. Ross Nicholson explained that the draft must also go to the Livingston County Planning Commission for review before making the final recommendation to the Township Board.
23 24	Commissioner Jon Ward addressed a resident's comments about the Master Plan. He explained that parks, trails, and recreation areas are part of the draft Master Plan.
25 26 27 28 29 30	Commissioner Kevin Ross explained to the residents that the draft can be easily located on the Planning Commission page of Tyrone Township's website. He explained that it can also be located via a Google search. 2) Solar (Utility Scale):
31 32 33 34 35 36 37	The Planning Commission reviewed the latest versions of the draft ordinance text and the draft overlay district map. Some topics discussed were locations where solar would be permitted, fire safety and training, and setbacks. The Planner explained how the law currently defines these solar facilities. They discussed having separate ordinances for the under/over 50 megawatts. Commissioner Jon Ward expressed his concern that our ordinance will not cover these types of facilities. Commissioner Steve Krause felt there is no reason to write an ordinance addressing facilities that are 50 megawatts or larger because the State is going to take control of those. The

- facilities that are 50 megawatts or larger because the State is going to take control of those. The Planner explained that the new law has left a gray area regarding whether the solar facilities are less than 50 megawatts. He hopes to have an answer to that question soon. Commissioner Kevin Ross

felt the Planning Commission should table this conversation until they had legal counsel who is an expert in this topic. Ross Nicholson reminded the Commissioners that we are under a moratorium therefore we must actively be working on this. State law refers to solar facilities that produce 50 megawatts and above. The Commissioners and the Planner continued to discuss the topic for several minutes. They agreed that the goal is to make the ordinance the best that they can for the Township.

6 They will be obtaining legal help to review the draft.

- 7 **CALL TO THE PUBLIC:** Public comments were received.
- 8 MISCELLANEOUS BUSINESS: The next Planning Commission Workshop meeting is tentatively

9 scheduled for Wednesday, December 20, 2023, at 6:00 pm (depending on whether there will be

- 10 materials available to review and whether enough Planning Commissioners can be present).
- 11 **ADJOURNMENT:** The meeting was adjourned at 8:46 p.m.
- 12 13

### **COMMUNICATION #2**

Planning Commission Approved Meeting Minutes – January 9, 2024

### TYRONE TOWNSHIP I

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#### TYRONE TOWNSHIP PLANNING COMMISSION APPROVED REGULAR MEETING MINUTES January 9, 2024 7:00 p.m.

#### This meeting was held at the Tyrone Township Hall

- PRESENT: Rich Erickson, Kurt Schulze, Jon Ward, Steve Krause, Bill Wood, Kevin Ross, & Garrett
   Ladd
- 8 ALSO PRESENT: Ross Nicholson & Matteo Passalacqua
- 9 Chairman Rich Erickson called the meeting to order at 7:00 p.m.
- 10 **APPROVAL OF THE AGENDA:** Approved the agenda as presented.

#### 11 APPROVAL OF THE MINUTES:

- 12 1) November 12, 2023 approved as presented.
- 13 CALL TO THE PUBLIC: Public comments were received.

#### 14 **NEW BUSINESS:**

#### 15 **2) Election of Officers**

- 16 Rich Erickson stepped down as Chairman of the Planning Commission. Steve Krause was nominated
- 17 and elected as the new Planning Commission Chairman. The remaining officer positions will remain
- 18 in effect until the next election of officers.

#### 19 OLD BUSINESS:

#### 20 1) Master Plan:

- There was no new input from any of the neighboring communities or utility companies regarding
  the Master Plan. The next step is to send it to the Livingston County Planning Commission (LCPC)
  for their review before forwarding it to the Township Board. A public hearing will be held
  regarding the Master Plan; any necessary changes will be made and then it will be sent to the LCPC
  for review Commissioner Jon Ward moved to hold a public hearing for the Master Plan at the next
  regular meeting scheduled for February 13, 2024. Chairman Steve Krause supported. The motion
  carried (all ayes).
- 29

### 30 2) Solar (Utility Scale):

Attorney Laura Genovich of Foster Swift was present to assist with legal advice regarding the solar
 ordinance. The Planning Commission and Planner reviewed and discussed the latest draft ordinance.
 Several revisions were suggested. The attorney discussed the new Public Act 233. She felt that the
 Planning Commission and their consultant had done well on the draft. She also felt there should be a
 separate battery storage ordinance. It was requested that the draft be modified according to the

- 1 suggestions from the Attorney and reviewed at the next regular meeting. After the revised draft is
- 2 reviewed at the next regular meeting, a public hearing can be scheduled.

#### 3 **NEW BUSINESS:**

#### 4 1) Tyrone Party Store Site Plan Amendment

5 The Planning Commission and Planner discussed the application for the proposed site plan amendment with the authorized agent for the applicant. The applicant intends to eliminate the 6 garage/auto portion of the business. The old garage will become the new party store 7 . The gas station will still be in operation. It was noted that the building sits closer to the west side 8 lot line than permitted in the zoning district (should be 20 feet, it is 19.3 feet). It was determined this 9 10 would not be an issue as it was previously approved by the Planning Commission and the Township Board. The Planning Commission provided direction to the agent to revise the site plan and 11 12 application documents. Some items that needed addressing were parking, a loading area, handicapped spaces, landscaping, utilities, lighting, signage, and waste receptacles. The Planning 13 14 Commission recommended approval of the proposed site plan amendment with conditions. Conditions placed on the recommendation will be reviewed and confirmed to be fulfilled by the 15 Planning Commission Subcommittee before sending the formal recommendation to the Township 16 17 Board.

- 18 **CALL TO THE PUBLIC:** Public comments were received.
- 19 **MISCELLANEOUS BUSINESS:** The January Workshop was cancelled.
- 20 **ADJOURNMENT:** The meeting was adjourned at 9:03 p.m.
- 21
- 22

### **COMMUNICATION #3**

Planning Commission Meeting & Public Hearing Synopsis – February 13, 2024

#### TYRONE TOWNSHIP PLANNING COMMISSION REGULAR MEETING & PUBLIC HEARING SYNOPSIS FEBRUARY 13, 2024 7:00 p.m.

#### This meeting was held at the Tyrone Township Hall

Present: Steve Krause, Kurt Schulze, Jon Ward, Kevin Ross, Garrett Ladd, and Bill Wood

Absent: Rich Erickson

Others Present: Karie Carter, Matteo Passalacqua (CWA)

CALL TO ORDER: 7:00 p.m.

APPROVAL OF THE AGENDA: Approved the agenda as presented.

**APPROVAL OF THE MINUTES**: The December 12, 2023, and January 9, 2024 Meeting Minutes were approved as presented.

CALL TO THE PUBLIC: Public comments were received.

#### **NEW BUSINESS:**

#### 1. Master Plan Public Hearing

Several public comments were received. The Planning Commission had a discussion with Planner Matteo Passalaqua about some changes that needed to be made to the Master Plan. A motion was made to send the draft Master Plan to Livingston County for their review once the changes have been made. The motion carried by unanimous voice vote.

#### **OLD BUSINESS:**

#### 2. Utility-Scale Solar

There was a brief discussion about the utility-scale solar ordinance draft. There was nothing new to review at this meeting. The Planner suggested he should have something for the next regular meeting. Chairman Steve Krause asked the Planner to also begin working on a battery storage ordinance and a wind ordinance.

**CALL TO THE PUBLIC:** Several public comments were received.

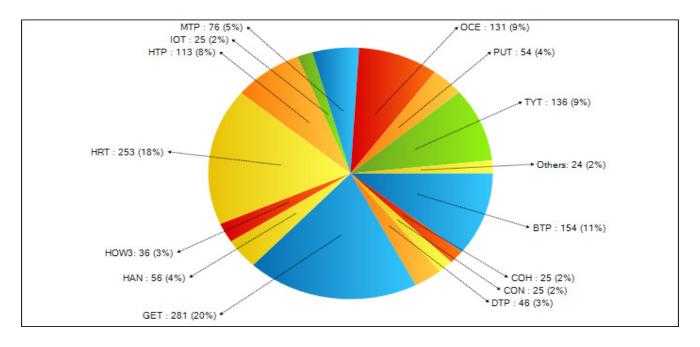
**MISCELLANEOUS BUSINESS:** The March Workshop was canceled due to the Presidential Primary Election early voting taking place in the boardroom that week.

**ADJOURNMENT:** The meeting was adjourned at 8:14 p.m.

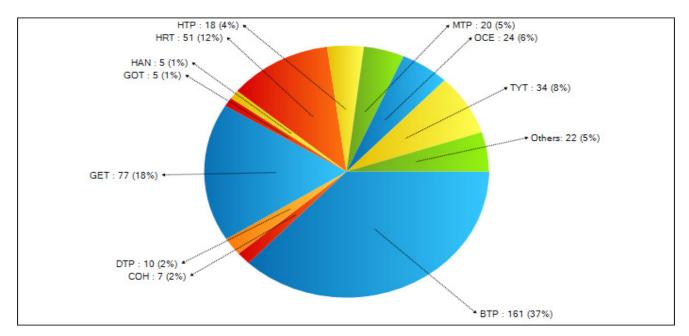
### **COMMUNICATION #4**

Livingston County Sheriff's Report- January 31, 2024

### LIVINGSTON COUNTY SHERIFF'S OFFICE JANUARY 2024 CALLS FOR SERVICE



MICHIGAN STATE POLICE JANUARY 2024 CALLS FOR SERVICE



### LIVINGSTON COUNTY SHERIFF'S OFFICE TYRONE TOWNSHIP JANUARY 2024

Nature	# Events
911 HANG UP	1
ALARM	3
ANIMAL COMPLAINT	7
ASSIST EMS	, 19
ASSIST FIRE DEPARTMENT	2
ASSIST OTHER AGENCY	2
BURGLARY REPORT ONLY	2
CARDIAC/RESPIRATORY ARREST	2
CITIZEN ASSIST	4
CIVIL COMPLAINT	4
CRIMINAL SEXUAL CONDUCT REPORT	1
DOMESTIC PHYSICAL IN PROGRESS	2
DOMESTIC VERBAL	- 7
ELECTRICAL HAZARD	1
FRAUD	3
GENERAL NON CRIMINAL	1
HAZARD	7
HIT AND RUN ACCIDENT	3
INTIMIDATION THREATS HARASSMEN	3
LARCENY	3
LOCKOUT	5
MENTAL/CMH/PSYCH	2
MISC COMPLAINTS	1
OVERDOSE/INGESTION	1
PATROL INFORMATION	1
PDA	23
PERSON LOCKED IN A VEHICLE	1
PERSONAL INJURY ACCIDENT	1
ROAD RUNOFF	3
SICK PERSON	1
SUPPLEMENTAL ADD TO PREV RPT	1
SUSPICIOUS PERSON	1
SUSPICIOUS SITUATION	1
UNATTENDED DEATH PRI 3/INVEST	1
UNKNOWN ACCIDENT	8
UNKNOWN MEDICAL PROBLEM	1
VEH UDAA REPORT	1
WAR ATT/SEARCH	1
WELFARE CHECK	5

TOWNSHIP	NUMBER OF CALLS <u>3:00PM - 11:00PM</u>	RESPONSE TIME CONTRACT TIME <u>3:00PM - 11:00PM</u>	NUMBER OF CALLS <u>11:00PM - 3:00PM</u>	RESPONSE TIME NON CONTRACT TIME <u>11:00PM - 3:00PM</u>	TOTAL
BRIGHTON	63	31:11	90	43:05	153
СОНОСТАН	15	48:04	10	53:09	25
CONWAY	14	31:34	11	25:47	25
DEERFIELD	21	32:39	25	54:39	46
GENOA	96	29:56	185	32:06	281
HANDY	25	26:13	31	19:46	56
HARTLAND	88	30:18	165	30:15	253
HOWELL	53	20:38	60	19:32	113
IOSCO	12	50:13	13	32:00	25
MARION	29	25:53	47	24:05	76
OCEOLA	50	23:53	81	33:51	131
PUTNAM	31	17:00	23	35:30	54
TYRONE	77	30:19	59	45:43	136

TYRONE TOWNSHIP

MONTH	CALLS FOR SERVICE	TICKETS WRITTEN	ARRESTS
JANUARY	136	19	0
• • •	136	19	0
FEBRUARY			
MARCH			
APRIL			
MAY			
JUNE			
JULY			
AUGUST			
SEPTEMBER			
OCTOBER			
NOVEMBER			
DECEMBER			
YTD TOTALS:	136	19	0

BRIGHTON		СОНОСТАН		CONWAY		DEERFIELD	
CALLS FOR SE	RVICE	CALLS FOR SERVICE		CALLS FOR SERVICE		CALLS FOR SERVICE	
JANUARY	153	JANUARY	25	JANUARY	25	JANUARY	46
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	153		25		25		46
TICKETS WRI	<u>ITTEN</u>	TICKETS WE	<u>RITTEN</u>	TICKETS WI	<u>RITTEN</u>	TICKETS W	<u>RITTEN</u>
JANUARY	38	JANUARY	1	JANUARY	1	JANUARY	14
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	38		1		1		14
ARREST	S	ARRES	ГS	ARRES'	ТЅ	ARRES	STS
JANUARY	1	JANUARY	4	JANUARY	0	JANUARY	1
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0	APRIL	0
MAY	7	MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0	DECEMBER	0
YTD TOTAL:	8		4		0		1

GENOA		HANI	DY	HARTLAND	
CALLS FOR S	<u>ERVICE</u>	CALLS FOR	<u>SERVICE</u>	CALLS FOR SERVICE	
JANUARY	281	JANUARY	56	JANUARY	253
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	281		56		253
TICKETS WI	<u>RITTEN</u>	TICKETS W	<u>RITTEN</u>	<u>TICKETS W</u>	<u>RITTEN</u>
JANUARY	69	JANUARY	17	JANUARY	34
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	69		17		34
<u>ARRES'</u>	<u>rs</u>	ARRES	<u>5TS</u>	ARRE	<u>STS</u>
JANUARY	3	JANUARY	1	JANUARY	1
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	3		1		1

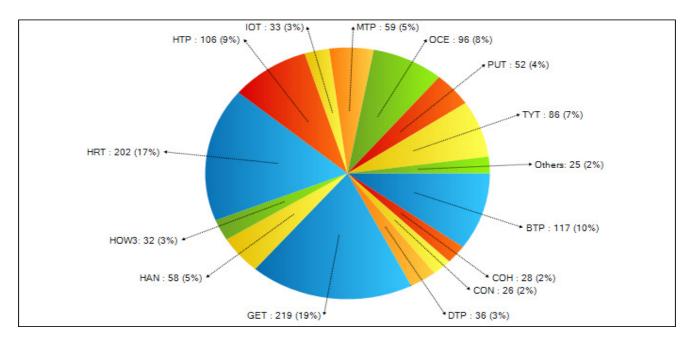
HOWELL		IOSCO		MARION	I
CALLS FOR SERVIC	<u>CE</u>	CALLS FOR SEI	RVICE	CALLS FOR SER	<u>RVICE</u>
JANUARY	113	JANUARY	25	JANUARY	76
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	113		25		76
TICKETS WRITTE	<u>N</u>	TICKETS WRI	<u>FTEN</u>	TICKETS WRIT	TEN
JANUARY	80	JANUARY	2	JANUARY	7
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	80		2		7
ARRESTS		ARRESTS		<u>ARRESTS</u>	
JANUARY	1	JANUARY	1	JANUARY	2
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0 0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	1		1		2

OCEOLA		PUTNA	M	TYRONE	
CALLS FOR S	<u>ERVICE</u>	CALLS FOR S	ERVICE	CALLS FOR S	SERVICE
JANUARY	131	JANUARY	54	JANUARY	136
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	131		54		136
TICKETS WE	<u>RITTEN</u>	TICKETS WI	<u>RITTEN</u>	TICKETS WI	<u>RITTEN</u>
JANUARY	25	JANUARY	5	JANUARY	19
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	25		5		19
ARREST	<u>rs</u>	ARRES	<u>TS</u>	ARRES	<u>TS</u>
JANUARY	2	JANUARY	1	JANUARY	0
FEBRUARY	0	FEBRUARY	0	FEBRUARY	0
MARCH	0	MARCH	0	MARCH	0
APRIL	0	APRIL	0	APRIL	0
MAY	0	MAY	0	MAY	0
JUNE	0	JUNE	0	JUNE	0
JULY	0	JULY	0	JULY	0
AUGUST	0	AUGUST	0	AUGUST	0
SEPTEMBER	0	SEPTEMBER	0	SEPTEMBER	0
OCTOBER	0	OCTOBER	0	OCTOBER	0
NOVEMBER	0	NOVEMBER	0	NOVEMBER	0
DECEMBER	0	DECEMBER	0	DECEMBER	0
	2		1		0

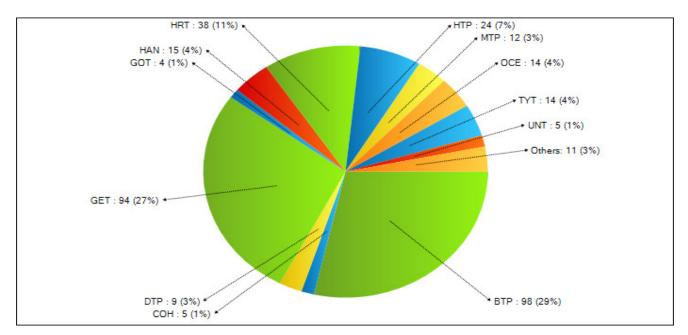
# **COMMUNICATION #5**

Livingston County Sheriff's Report – February 29, 2024

### LIVINGSTON COUNTY SHERIFF'S OFFICE FEBRUARY 2024 CALLS FOR SERVICE



MICHIGAN STATE POLICE FEBRUARY 2024 CALLS FOR SERVICE



# **COMMUNICATION #6**

Fire Service Report – January 31, 2024

	C	ITY OF	FENTON	FENTON	TWP	HARTL	AND	MONTHLY \$ TOTALS		BILLABLE
	# RUNS		\$1,476.00	# RUNS	\$1,476.00	# RUNS	\$1,476.00			
	# MEDICAL	-	\$400.00	# MEDICAL	\$400.00	# MEDICAL	\$400.00			
	# EXCEPTIC	DN	\$500.00	# EXCEPTION	\$500.00	# EXCEPTION	\$500.00			
Apr-23		15	\$22,140.00	4	\$5,904.00	9	\$13,284.00	\$41,328.00	2	\$ 2,252.00
May-23		15	\$22,140.00	4	\$5,904.00	16	\$23,616.00	\$51,660.00	1	\$1,476.00
Jun-23	(1 Excp)	13	\$19,688.00	9	\$13,284.00	9	\$13,284.00	\$45,756.00	4	\$5,904.00
Jul-23	(1 Excp)	14	\$21,164.00	7	\$10,332.00	4	\$5,904.00	\$36,900.00	3	\$4,428.00
Aug-23	(6 Excp)	22	\$35,472.00	10	\$14,760.00	23	\$33,948.00	\$81,180.00	14	\$20,664.00
Sep-23		9	\$13,284.00	5	\$7,380.00	7	\$10,332.00	\$30,996.00	4	\$5,904.00
Oct-23		11	\$16,236.00	9	\$13,284.00	9	\$13,284.00	\$42,804.00	4	\$5,904.00
Nov-23		10	\$14,760.00	6	\$8,856.00	3	\$13,284.00	\$36,900.00	1	\$1,746.00
Dec-23		9	\$13,284.00	8	\$11,808.00	6	\$8,856.00	\$33,220.00	0	\$0.000
Jan-24		21	\$30,996.00	8	\$11,808.00	7	\$10,332.00	\$53,136.00	3	\$4,428.00
Feb-24										
Mar-24										
Ехср										
MED										
YTD TOTALS		129	\$190,404.00	70	\$103,320.00	93	\$137,268.00		36	\$53,136.00
YTD RUNS										
YTD EXCP										
YTD MED						Partial Number				

# **NEW BUSINESS #1**

Resolution to adopt the 2024-2025 budget by department totals.

### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

### **RESOLUTION TO ADOPT 2024-2025 BUDGET FOR THE GENERAL FUND**

Revenues	2024-2	2025 Proposed Budget
101 General Fund Revenues	\$	1,985,615
Department Expenses		
101 - Township Board		135,662
171 - Supervisor		57,383
215 - Clerk		161,737
247 - Board of review		3,510
253 - Treasurer		173,670
257 - Assessing		135,925
262 - Elections		105,803
265 - Building and Grounds		59,780
567 - Cemeteries		8,161
272 - Unallocated		16,191
441 - Public Works		12,000
448 - Street Lighting		2,546
685 - Social Services		6,000
701 - Planning Commission		156,455
702 - Zoning Board of Appeals		7,065
703 - Zoning Administrator		81,454
724 - Ordinance Enforcement		30,230
729 - Community Action Programs		5,000
277 - Insurance, Bonds & Fringes		223,760
966 - Transfers Out		600,000
Total Department Expenses	\$	1,982,332
Surplus (Deficit)	\$	3,283

	Revenue	Expenses	Surplus (Deficit)	
141 Technology	\$ -	\$ -	\$ -	
145 Public Improvement Bldg & Site	100,000	100,000	-	
205 Public Safety	916,675	856,382	60,293	
208 Park and Recreation	-	-	-	
212 Liquor Law Enforcement	3,000	3,000	-	
218 Jayne Hill Street Lighting	1,248	1,200	48	
219 Walnut Shores Street Lighting	100	160	(60)	Use fund balance
225 Shannon Glen Rubbish Removal	6,432	6,735	(303)	Use fund balance
226 Jayne Hill Rubbish Removal	-	-	-	
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	335,000	165,000	
246 Township Improvement Revolving	-	-	-	
259 Right of Way	8,800	25,000	(16,200)	Use fund balance
274 Public Education Grant	50,000	80,000	(30,000)	Use fund balance
858 Parkin Lane Road Improvement	28,106	41,665	(13,559)	Use fund balance
863 Lake Shannon Road Improvement	100,895	126,100	(25,205)	Use fund balance
864 Laurel Springs Road Improvement	13,698	15,000	(1,302)	Use fund balance
865 Irish Hills Road Improvement	56,810	57,176	(366)	Use fund balance
599 Sewer 2003	174,450	1,005,596	(831,146)	Use fund balance
590 Public Works Sewer O&M	657,580	867,400	(209,820)	Use fund balance

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

VOTE:

#### ADOPTION DATE: March 19, 2024

#### **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 19, 2024, 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 #2203xx Adoption of 2024-2025 Budget for the General Fund* 

# **NEW BUSINESS #2**

General Appropriation Act Resolution.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### GENERAL APPROPRIATION ACT BUDGET FOR FISCAL YEAR ENDING MARCH 31, 2025

**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, 2024, 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, 2024, 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, 2025, 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 10, 2024, and a public hearing on the proposed budget was held on March 19, 2024, the Tyrone Township Board adopts the 2024-2025 budget of all funds by revenue and expense, as prepared and presented.

**RESOLVED BY: SUPPORTED BY:** 

**VOTE:** 

ADOPTION DATE: March 19, 2024

#### **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 19, 2024, 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 #3**

Headlee Operating Tax Millage Rate Resolution.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### ESTABLISHING FISCAL YEAR 2024-2025 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 2024-2025 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 2024-2025 from within its authorized millage rate.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

#### **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 19, 2024, 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 #4**

Resolution to opt out of Senate Bill #7 health insurance provision for the 2024-2025 fiscal year.

#### **RESOLUTION #2403xx 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 ["Hard Caps, 80%/20%, 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 ["Hard Caps, 80%/20%, *Exemption*"] option for the fiscal year 2024-2025.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

#### **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 19, 2024, 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.



Resolution #2403xx

Publicly Funded Health Insurance Contribution Act (Senate Bill #7)

# **NEW BUSINESS #5**

Approval of fire service contracts.

#### FIRE SUPPRESSION, RES<mark>CUE AND EMERGENCY</mark> MEDICAL SERVICES AGREEMENT BETWEEN THE CITY OF FENTON AND TYRONE TOWNSHIP

This Agreement is effective the 1st day of April, 2024 between the City of Fenton, 301 S. Leroy Street, Fenton, Michigan 48430 ("City") and Tyrone Township,8420 Runyan Lake Rd., Fenton, Michigan 48430 ("Township").

WHEREAS, the City maintains a part-paid Fire Department together with certain fire and rescue equipment in the City and is willing under the terms of this Agreement to extend its fire suppression, rescue, and emergency medical services to the Township as provided herein;

WHEREAS, the Township, by action of the Tyrone Township Board of Trustees, desires to enter into a written contract with the City for fire suppression, rescue, and other public safety services provided by the City throughout certain properties within Tyrone Township; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1) The City will respond to the types of calls as mutually agreed to and defined in the Call Service Protocol sent to the Livingston County Central Dispatch at those locations in Tyrone Township as set forth in Exhibit A or as modified collectively by the Fire Chiefs of the Fenton City Fire Department, the Fenton Township Fire Department, and the Hartland Deerfield Fire Authority. The Call Service Protocol for medical emergencies (not including fire and public safety incidents, which will also be responded to) is set forth in Exhibit B. Any changes to the type of calls that will be responded to are subject to the agreement of the Tyrone Township Board. Tyrone Township reserves the right to make adjustments to the protocol. As used in this Agreement, other public safety calls shall not be construed as requiring the City to provide law enforcement services, beyond those that may relate to assisting a duly authorized law enforcement officer with proper jurisdiction in the investigation of any possible arson crimes.
- 2) The Township shall pay to the City the following sums:
  - a. A base run charge of \$1,549 for the first year, \$1,587 for year two, \$1,627 for year three, \$1,668 for year four and \$1,710 for year five shall be charged by the City to the Township for each run responded to by the City. A "run" shall be defined as any "tone" that is issued in response to a request for dispatch by the City regardless of whether Fire Department equipment leaves the Department's facilities in response to an alarm, and whether or not the run is completed or is terminated prior to arrival on the scene. A run chargeable under this section shall include, but not be limited to, a false alarm, provided the City Fire Department's facilities in situations where the location of the alarm has had a history of previous false alarms. However, in the event no equipment leaves the City's facilities when a call is canceled, though that call is considered a "run" for purposes of this sub-paragraph, the base run charge for that alarm will be five hundred (\$500.00) dollars.

- 3) The City shall invoice the Township at least monthly or sooner if available and the Township shall pay said invoices within thirty (30) days of receipt. Invoices shall include an incident report that includes the name, drivers license number, date of birth and address of the person(s) to whom the City responded and the name of the person's insurance company, and at fault party if available. Provision of this information is not a condition precedent to payment of any invoice.
- 4) The City shall issue rules and regulations concerning the manner in which alarms shall be received and recorded and shall set up procedures designed to alleviate false alarms. A completed report of a run within the Township shall be forwarded to the Township bi-weekly or as soon as practicable after each run.
- 5) The City will notify the Township when it determines that conditions warrant issuance of a "burn ban" for the Township. Upon notification from the City, the Township will post the burn ban on its website and notify all other agencies providing fire suppression service to the Township. The Township website will be the primary location for notice to the public of any burn ban. A burn ban issued by the City shall apply to the entire Township and shall be enforced by the Township. A burn ban may also be recommended by any other fire suppression agency providing services to some or all of the Township. The Township shall ensure that if another agency recommends or issues a burn ban for some or all of the Township, either the Township or the other agency shall notify the City of the ban.
- 6) The City shall provide such personnel or equipment, aid or assistance, as the Chief of the City Fire Department or his/her designee may, in his/her sole discretion, determine to be available, having due regard for the basic public service needs of the City. The City shall not be liable to the Township or any person for a failure to respond for any reason, in whole or in part, to a request for assistance. The City acknowledges the Township is retaining no control to direct the duties and services to be provided by the City under this Agreement.
- 7) All firefighting personnel assigned to assist on a run under the terms of this Agreement shall carry out such functions and duties as assigned to them by the Chief of the City Fire Department or his/her designee. All personnel and equipment of the City shall be and shall remain under the control of and responsibility of the City. The Chief of the City Fire Department shall have the sole discretion to remove or withdraw all personnel or equipment if such action is deemed necessary or appropriate. The City shall not be liable to the Township for leaving the scene of the run for any reason. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between the City, the Township and neighboring calls for cooperative firefighting or medical emergency activities shall be solely the responsibility of the Chief of the City Fire Department.
- 8) All personnel of the City Fire Department shall remain at all times solely the agent or employee of the City, and not the Township. Nothing in this Agreement shall be construed such that the City Fire Department shall be considered an employee, agent, or partner of the Township.
- 9) In signing this contract, the Township and City do not waive their governmental immunity nor any defenses available to them or their officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amended, MCL Page 2 of 4

691.1401, MSA 3.996(101), et seq, or any other defense that may be available to them at law or equity.

- 10) It is expressly understood and agreed that neither this agreement nor the services to be rendered hereunder shall in any way render the City liable, directly or indirectly, for any loss or damage that may be claimed to arise through the alleged negligence, act or omission of the Fire Department or of any of the officials or employees of the City or the Township in the carrying out of this Agreement. This Agreement shall not be made the basis, directly or indirectly, for any claim of damage of any kind or nature whatsoever against the City or the Township by the other party to this Agreement.
- 11) The Township shall have a cost recovery ordinance that provides for full cost recovery of any costs incurred by the City in responding to a run in the Township where hazardous materials response costs are incurred. Such cost recovery may be from a responsible party or property owner or from the Township, as determined by the Township.
- 12) This contract shall be in effect and will remain in force from April 1, 2024 through March 31, 2029. Notwithstanding this term, this contract may be terminated by either party by giving the other party written notice not less than one hundred and twenty (120) day before the date of termination, delivered by hand or certified mail, return receipt requested, to the address of the other party. Upon any termination of this contract, all unpaid fees for services provided under this contract due from the Township to the City shall remain owing and become immediately due and payable.
- 13) In the event the contract is terminated, runs for service will be provided and paid for during the 120 day notice period. In the event any payment is not made on any invoice within 45 days of submission of the invoice to the Township, the City may provide seven (7) calendar days' written notice to the Township that services to the Township will be terminated until outstanding balance is paid.
- 14) During the term of this Agreement, the City shall maintain public liability insurance covering it for the services to be provided under this Agreement. A declaration sheet evidencing such insurance shall be provided to the Township.
- 15) All notices under this Agreement shall be provided to:

City of Fenton	Tyrone Township
Attn: Clerk	Attn: Clerk
301 S. Leroy Street	8420 Runyan Lake Rd.
Fenton, MI 48430	Fenton, MI 48430

- 16) Prior to the expiration of this Agreement, the parties may, in an agreement made in writing and signed by both parties, agree to extend their contractual relationship for the provision of the emergency services described herein on such terms as any future agreement may designate.
- 17) This contract may only be modified by a written agreement signed by all parties hereto.

- 18) Should the number of runs in a contract year fall below 100 or above 200 or if the dispatch Protocol is changed such that the City determines, in its sole discretion, that the number of runs to be provided by the City is likely to fall below 100 or above 200 in a contract year, either party may reopen this contract for the purposes of renegotiation before the contract termination date.
- 19) Should any provision of this agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall be considered severable and remain in full force and effect unless modified by the parties pursuant to paragraph 15.
- 20) This contract shall be interpreted under, and consistent with, the laws of the State of Michigan, which shall control this agreement.
- 21) The parties agree that, by entering into this Agreement, the Township delegates to the City, consistent with and limited to the provisions herein, its responsibility to provide fire protection and other related services, to the extent described herein, to the City.
- 22) This Agreement represents the entire agreement of the parties, which has been reduced to this writing.

**IN WITNESS WHEREOF**, the parties hereto have hereunder affixed their signatures effective the day and year first written.

Dated: 2-21-2024

**CITY OF FENTON** Sue Osborn, Mayor

Lynn Markland, City Manager

#### TYRONE TOWNSHIP

Mike Cunningham, Supervisor

Dated: \_\_\_\_\_

Pam Moughler, Clerk

### FIRE SUPPRESSION, RESCUE & EMERGENCY MEDICAL SERVICES AGREEMENT THE CHARTER TOWNSHIP OF FENTON AND TYRONE TOWNSHIP

This Agreement is effective the 1st day of April, 2024 between the Charter Township of Fenton, (CTF) 12060 Mantawaka Dr. Fenton, Michigan 48430 and Tyrone Township, 8420 Runyan Lake Rd., Fenton, Michigan 48430 ("Township")

WHEREAS, the CTF maintains a part-paid Fire Department together with certain fire and rescue equipment in the CTFFD and is willing under the terms of this Agreement to extend its fire suppression, rescue, and emergency medical services to Tyrone Township as provided herein;

WHEREAS, Tyrone Township, by action of the Tyrone Township Board of Trustees, desires to enter into a written contract with the CTF for fire suppression, rescue, and other public safety services provided by the CTFFD throughout certain properties within Tyrone Township; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1) The CTF Fire will respond to the types of calls as mutually agreed to and defined in the Call Service Protocol sent to the Livingston County Central Dispatch at those locations in Tyrone Township as set forth in Exhibit A or as modified collectively by the Fire Chiefs of the Fenton City Fire Department, the Fenton Township Fire Department, and the Hartland Deerfield Fire Authority. The Call Service Protocol for medical emergencies (not including fire and public safety incidents, which will also be responded to) is set forth in Exhibit B. Any changes to the type of calls that will be responded to are subject to the agreement of the Tyrone Township Board. Tyrone Township reserves the right to make adjustments to the protocol. As used in this Agreement, other public safety calls shall not be construed as requiring the CTF to provide law enforcement services, beyond those that may relate to assisting a duly authorized law enforcement officer with proper jurisdiction in the investigation of any possible arson crimes.
- 2) Tyrone Township shall pay to the CTFFD the following sums:
  - a. A base run charge for the first year, \$1,549 for year two, \$1,587 for year three, \$1,627 for year four, \$1,668 and year five \$1,710 shall be charged by the CTF to Tyrone Township for each run responded to by the CTF. A "run" shall be defined as any "tone" that is issued in response to a request for dispatch by the CTF regardless of whether Fire Department equipment leaves the Department's facilities in response to an alarm, and whether or not the run is completed or is terminated prior to arrival on the scene. A run chargeable under this section shall include, but not be limited to, a false alarm, provided the CTF Fire Department made a good faith effort to clarify the alarm before leaving the Department's facilities in

situations where the location of the alarm has had a history of previous false alarms. However, in the event no equipment leaves the CTF Fire facilities when a call is canceled, though that call is considered a "run" for purposes of this sub-paragraph, the base run charge for that alarm will be five hundred (\$500.00) dollars.

- 3) The CTF shall invoice Tyrone Township at least monthly or sooner if available and the Township shall pay said invoices within thirty (30) days of receipt. Invoices shall include an incident report that includes the name, drivers license number, date of birth and address of the person(s) to whom the CTF responded and the name of the person's insurance company, and at fault party if available. Provision of this information is not a condition precedent to payment of any invoice.
- 4) The CTFFD shall issue rules and regulations concerning the manner in which alarms shall be received and recorded and shall set up procedures designed to alleviate false alarms. A completed report of a run within the Township shall be forwarded to Tyrone Township bi-weekly or as soon as practicable after each run.
- 5) The CTFFD will notify Tyrone Township when it determines that conditions warrant issuance of a "burn ban" for Tyrone Township. Upon notification from the CTFFD, Tyrone Township will post the burn ban on its website and notify all other agencies providing fire suppression service to Tyrone Township. Tyrone Township website will be the primary location for notice to the public of any burn ban. A burn ban issued by the CTFFD shall apply to the entire Township and shall be enforced by Tyrone Township. A burn ban may also be recommended by any other fire suppression agency providing services to some or all of Tyrone Township. Tyrone Township shall ensure that if another agency recommends or issues a burn ban for some or all of Tyrone Township, either Tyrone Township or the other agency shall notify the CTFFD of the ban.
- 6) The CTF shall provide such personnel or equipment, aid or assistance, as the Chief of the CTF Fire Department or his/her designee may, in his/her sole discretion, determine to be available, having due regard for the basic public service needs of the CTF. The CTF shall not be liable to Tyrone Township or any person for a failure to respond for any reason, in whole or in part, to a request for assistance. The CTF acknowledges the Township is retaining no control to direct the duties and services to be provided by the CTF under this Agreement.
- 7) All firefighting personnel assigned to assist on a run under the terms of this Agreement shall carry out such functions and duties as assigned to them by the Chief of the CTF Fire Department or his/her designee. All personnel and equipment of the CTF shall be and shall remain under the control of and responsibility of the CTF. The Chief of the CTF Fire Department shall have the sole discretion to remove or withdraw all personnel or equipment if such action

is deemed necessary or appropriate. The CTF shall not be liable to Tyrone Township for leaving the scene of the run for any reason. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between the CTF, Tyrone Township and neighboring calls for cooperative firefighting or medical emergency activities shall be solely the responsibility of the Chief of the CTF Fire Department.

- 8) All personnel of the CTF Fire Department shall remain at all times solely the agent or employee of the CTF, and not Tyrone Township. Nothing in this Agreement shall be construed such that the CTF Fire Department shall be considered an employee, agent, or partner of Tyrone Township.
- 9) In signing this contract, Tyrone Township and CTF do not waive their governmental immunity nor any defenses available to them or their officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amended, MCL 691.1401, MSA 3.996(101), <u>et seq</u>, or any other defense that may be available to them at law or equity.
- 10) It is expressly understood and agreed that neither this agreement nor the services to be rendered hereunder shall in any way render the CTF liable, directly or indirectly, for any loss or damage that may be claimed to arise through the alleged negligence, act or omission of the Fire Department or of any of the officials or employees of the CTF or Tyrone Township in the carrying out of this Agreement. This Agreement shall not be made the basis, directly or indirectly, for any claim of damage of any kind or nature whatsoever against the CTF or Tyrone Township by the other party to this Agreement.
- 11) Tyrone Township shall have a cost recovery ordinance that provides for full cost recovery of any costs incurred by the CTF in responding to a run in Tyrone Township where hazardous materials response costs are incurred. Such cost recovery may be from a responsible party or property owner or from Tyrone Township, as determined by Tyrone Township.
- 12) This contract shall be in effect and will remain in force from April 1, 2024 through March 31, 2029. Notwithstanding this term, this contract may be terminated by either party by giving the other party written notice not less than one hundred and twenty (120) day before the date of termination, delivered by hand or certified mail, return receipt requested, to the address of the other party. Upon any termination of this contract, all unpaid fees for services provided under this contract due from Tyrone Township to the CTF shall remain owing and become immediately due and payable.
- 13) In the event the contract is terminated, runs for service will be provided and paid for during the 120 day notice period. In the event any payment is not made on any invoice within 45 days of submission of the invoice to Tyrone Township, the CTF may provide seven (7) calendar days' written notice to the Township

that services to the Township will be terminated until outstanding balance is paid.

- 14) During the term of this Agreement, the CTF shall maintain public liability insurance covering it for the services to be provided under this Agreement. A declaration sheet evidencing such insurance shall be provided to Tyrone Township.
- 15) All notices under this Agreement shall be provided to:

ς.

Charter Township of Fenton	Tyrone Township
Attn: Clerk	Attn: Clerk
12060 Mantawaka	8420 Runyan Lake Rd.
Fenton, MI 48430	Fenton, MI 48430

- 16) Prior to the expiration of this Agreement, the parties may, in an agreement made in writing and signed by both parties, agree to extend their contractual relationship for the provision of the emergency services described herein on such terms as any future agreement may designate.
- 17) This contract may only be modified by a written agreement signed by all parties hereto.
- 18) Should the number of runs in a contract year fall below 100 or above 200 or if the dispatch Protocol is changed such that the CTF determines, in its sole discretion, that the number of runs to be provided by the CTF is likely to fall below 100 or above 200 in a contract year, either party may reopen this contract for the purposes of renegotiation before the contract termination date.
- 19) Should any provision of this agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall be considered severable and remain in full force and effect unless modified by the parties pursuant to paragraph 15.
- 20) This contract shall be interpreted under, and consistent with, the laws of the State of Michigan, which shall control this agreement.
- 21) The parties agree that, by entering into this Agreement, Tyrone Township delegates to the CTF, consistent with and limited to the provisions herein, its responsibility to provide fire protection and other related services, to the extent described herein, to the CTF.
- 22) This Agreement represents the entire agreement of the parties, which has been reduced to this writing.

**IN WITNESS WHEREOF**, the parties hereto have hereunder affixed their signatures effective the day and year first written.

,

CHARTER TOWNSHIP OF FENTON e Lorraine, Supervisor

Robert Krug, Clerk

### **TYRONE TOWNSHIP**

Mike Cunningham, Supervisor

Dated: \_\_\_\_\_

Dated:

Pam Moughler, Clerk

#### FIRE SUPPRESSION, RESCUE AND EMERGENCY MEDICAL SERVICES AGREEMENT BETWEEN HARTLAND DEERFIELD FIRE AUTHORITY AND TYRONE TOWNSHIP

This Agreement is effective the 1st day of April, 2024 between Hartland Deerfield Fire Authority (HDFA) 3205 Hartland Rd, Hartland, MI 48353 and Tyrone Township, 8420 Runyan Lake Road, Fenton, Michigan 48430 ("Township")

WHEREAS, HDFA maintains a part-paid Fire Department together with certain fire and rescue equipment within the HDFA and is willing under the terms of this Agreement to extend its fire suppression, rescue, and emergency medical services to the Township as provided herein;

WHEREAS, the Township, by action of the Tyrone Township Board of Trustees, desires to enter into a written contract with the HDFA for fire suppression, rescue, and other public safety services provided by the HDFA throughout certain properties within Tyrone Township; and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the parties hereto agree as follows:

- 1) The HDFA will respond to the types of calls as mutually agreed to and defined in the Call Service Protocol sent to the Livingston County Central Dispatch at those locations in Tyrone Township as set forth in Exhibit A or as modified collectively by the Fire Chiefs of the Fenton City Fire Department, the Fenton Township Fire Department, and the Hartland Deerfield Fire Authority. The Call Service Protocol for medical emergencies (not including fire and public safety incidents, which will also be responded to) is set forth in Exhibit B. Any changes to the type of calls that will be responded to are subject to the agreement of the Tyrone Township Board. Tyrone Township reserves the right to make adjustments to the protocol. As used in this Agreement, other public safety calls shall not be construed as requiring the HDFA to provide law enforcement efficient with proper jurisdiction in the investigation of any possible arson crimes.
- 2) The Township shall pay to the HDFA the following sums:
  - a. A base run charge of \$1,549 for the first year, \$1,587 for year two, \$1,627 for year three, \$1,668 for year four and \$1,710 for year five shall be charged by the HDFA to the Township for each run responded to by the HDFA. A "run" shall be defined as any "tone" that is issued in response to a request for dispatch by the HDFA regardless of whether Fire Department equipment leaves the Department's facilities in response to an alarm, and whether or not the run is completed or is terminated prior to arrival on the scene. A run chargeable under this section shall include, but not be limited to, a false alarm, provided the HDFA made a good faith effort to clarify the alarm before leaving the Department's facilities in situations where the location of the alarm has had a history of previous false alarms. However, in the event no equipment leaves the HDFA facilities when a call is canceled, though that call is considered a "run" for purposes of this sub-paragraph, the base run charge for that alarm will be five hundred (\$500.00) dollars.

- 3) The HDFA shall invoice the Township at least monthly or sooner if available and the Township shall pay said invoices within thirty (30) days of receipt. Invoices shall include an incident report that includes the name, drivers license number, date of birth and address of the person(s) to whom the HDFA responded and the name of the person's insurance company, and at fault party if available. Provision of this information is not a condition precedent to payment of any invoice.
- 4) The HDFA shall issue rules and regulations concerning the manner in which alarms shall be received and recorded and shall set up procedures designed to alleviate false alarms. A completed report of a run within the Township shall be forwarded to the Township bi-weekly or as soon as practicable after each run.
- 5) HDFA will notify the Township when it determines that conditions warrant issuance of a "burn ban" for the Township. Upon notification from the HDFA, the Township will post the burn ban on its website and notify all other agencies providing fire suppression service to the Township. The Township website will be the primary location for notice to the public of any burn ban. A burn ban issued by the HDFA shall apply to the entire Township and shall be enforced by the Township. A burn ban may also be recommended by any other fire suppression agency providing services to some or all of the Township. The Township shall ensure that if another agency recommends or issues a burn ban for some or all of the Township, either the Township or the other agency shall notify the HDFA of the ban.
- 6) The HDFA shall provide such personnel or equipment, aid or assistance, as the Chief of the HDFA Fire Department or his/her designee may, in his/her sole discretion, determine to be available, having due regard for the basic public service needs of the HDFA. The HDFA shall not be liable to the Township or any person for a failure to respond for any reason, in whole or in part, to a request for assistance. HDFA acknowledges the Township is retaining no control to direct the duties and services to be provided by the HDFA under this Agreement.
- 7) All firefighting personnel assigned to assist on a run under the terms of this Agreement shall carry out such functions and duties as assigned to them by the Chief of the HDFA Fire Department or his/her designee. All personnel and equipment of the HDFA shall be and shall remain under the control of and responsibility of the HDFA. The Chief of the HDFA Fire Department shall have the sole discretion to remove or withdraw all personnel or equipment if such action is deemed necessary or appropriate. The HDFA shall not be liable to the Township for leaving the scene of the run for any reason. The level of response, the selection of the appropriate units and apparatus for response, and the determination of priorities between the HDFA, the Township and neighboring calls for cooperative firefighting or medical emergency activities shall be solely the responsibility of the Chief of the HDFA Fire Department.
- 8) All personnel of the HDFA Fire Department shall remain at all times solely the agent or employee of the HDFA, and not the Township. Nothing in this Agreement shall be construed such that the HDFA Fire Department shall be considered an employee, agent, or partner of the Township.
- 9) In signing this contract, the Township and HDFA do not waive their governmental immunity nor any defenses available to them or their officers or employees under the Michigan Governmental Immunity Act, being 170 PA 1964, as amended, MCL Page 2 of 4

691.1401, MSA 3.996(101), et seq, or any other defense that may be available to them at law or equity.

- 10) It is expressly understood and agreed that neither this agreement nor the services to be rendered hereunder shall in any way render the HDFA liable, directly or indirectly for any loss or damage that may be claimed to arise through the alleged negligence, act or omission of the Fire Department or of any of the officials or employees of the HDFA or the Township in the carrying out of this Agreement. This Agreement shall not be made the basis, directly or indirectly, for any claim of damage of any kind or nature whatsoever against the HDFA or the Township by the other party to this Agreement.
- 11) The Township shall have a cost recovery ordinance that provides for full cost recovery of any costs incurred by the HDFA in responding to a run in the Township where hazardous materials response costs are incurred. Such cost recovery may be from a responsible party or property owner or from the Township, as determined by the Township.
- 12) This contract shall be in effect and will remain in force from April 1, 2024 through March 31, 2029. Notwithstanding this term, this contract may be terminated by either party by giving the other party written notice not less than one hundred and twenty (120) day before the date of termination, delivered by hand or certified mail, return receipt requested, to the address of the other party. Upon any termination of this contract, all unpaid fees for services provided under this contract due from the Township to the HDFA shall remain owing and become immediately due and payable.
- 13) In the event the contract is terminated, runs for service will be provided and paid for during the 120 day notice period. In the event any payment is not made on any invoice within 45 days of submission of the invoice to the Township, the HDFA may provide seven (7) calendar days' written notice to the Township that services to the Township will be terminated until outstanding balance is paid.
- 14) During the term of this Agreement, the HDFA shall maintain public liability insurance covering it for the services to be provided under this Agreement. A declaration sheet evidencing such insurance shall be provided to the Township.
- 15) All notices under this Agreement shall be provided to:

Tyrone Township Attn: Clerk 8420 Runyan Lake Rd. Fenton, MI 48430 Hartland Area Fire Department 3205 Hartland Road Hartland, MI 48353

- 16) Prior to the expiration of this Agreement, the parties may, in an agreement made in writing and signed by both parties, agree to extend their contractual relationship for the provision of the emergency services described herein on such terms as any future agreement may designate.
- 17) This contract may only be modified by a written agreement signed by all parties hereto.

- 18) Should the number of runs in a contract year fall below 100 or above 200 or if the dispatch Protocol is changed such that the HDFA determines, in its sole discretion, that the number of runs to be provided by the HDFA is likely to fall below 100 or above 200 in a contract year, either party may reopen this contract for the purposes of renegotiation before the contract termination date.
- 19) Should any provision of this agreement be held invalid by a court of competent jurisdiction, the remainder of this Agreement shall be considered severable and remain in full force and effect unless modified by the parties pursuant to paragraph 15.
- 20) This contract shall be interpreted under, and consistent with, the laws of the State of Michigan, which shall control this agreement.
- 21) The parties agree that, by entering into this Agreement, the Township delegates to the HDFA, consistent with and limited to the provisions herein, its responsibility to provide fire protection and other related services, to the extent described herein, to the HDFA.
- 22) This Agreement represents the entire agreement of the parties, which has been reduced to this writing.

**IN WITNESS WHEREOF**, the parties hereto have hereunder affixed their signatures effective the day and year first written.

Hartland Deerfield Fire Authority

9/28/2023 Dated:

Petrucci, Chair

Al Mattioli / Vice-Chair

#### **TYRONE TOWNSHIP**

Mike Cunningham, Supervisor

Dated:

Pam Moughler, Clerk

Resolution to establish the 2024-2025 Trustees' salary.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### TO ESTABLISH THE TOWNSHIP TRUSTEE'S SALARY FOR THE 2024-2025 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, 2024, the salary for the office of Tyrone Township Trustee shall be \$205.82 per meeting attended.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

### **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 19, 2024, 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

Resolution to establish the 2024-2025 Supervisor's salary.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### TO ESTABLISH THE TOWNSHIP SUPERVISOR'S SALARY FOR THE 2024-2025 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, 2024, the salary for the office of Tyrone Township Supervisor shall be \$53,880.00.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

### **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 19, 2024, 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

Resolution to establish the 2024-2025 Clerk's salary.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### TO ESTABLISH THE TOWNSHIP CLERK'S SALARY FOR THE 2024-2025 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, 2024, the salary for the office of Tyrone Township Clerk shall be \$60,380.00.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

### **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 19, 2024, 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

Resolution to establish the 2024-2025 Treasurer's salary.

#### **RESOLUTION #2403xx TYRONE TOWNSHIP, LIVINGSTON COUNTY**

#### TO ESTABLISH THE TOWNSHIP TREASURER'S SALARY FOR THE 2024-2025 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, 2024, the salary for the office of Tyrone Township Treasurer shall be \$53,880.00.

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

**VOTE:** 

ADOPTION DATE: March 19, 2024

### **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 19, 2024, 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

Employee health insurance policy renewal.





BLUE CROSS BLUE SHIELD OF MICHIGAN



for

### **TYRONE TOWNSHIP**

Customer ID: 260744

For Renewal Period Beginning: April, 2024

Publication Date: 12/14/2023

#### **TYRONE TOWNSHIP**

CID:	260744	Rate Effective:	4/1/2024
General Agency:	TGG Solutions		
Agent:	JOHN P SCHMITZ	Agency:	BURNHAM & FLOWER AGENCY

BCBSM Rate Renewal Change	Current Premium <sup>1</sup>	Renewal Premium <sup>1</sup>		
Total Billable Members <sup>2</sup>	10	10		
Total Medical & Pharmacy Premium <sup>3</sup>	\$10,242.82	\$11,070.97		
Total Dental Premium	\$372.75	\$388.05		
Total Vision Premium	\$62.32	\$61.19		
Total Monthly Premium	\$10,677.89	\$11,520.21		
Total Annual Premium	\$128,134.68	\$138,242.52		

7.89%

#### **Projected Change in Monthly Premium**

#### **BCBSM Components of Rate Change**

Components	Medical <sup>3</sup> & Pharmacy	Dental	Vision
Index to Current rate	4.21%	0.93%	-2.17%
Aggregate Product Differences	1.31%	1.32%	0.12%
Area	-0.99%	0.00%	0.00%
Age	3.40%	1.80%	0.24%
Age Factor Change	0.00%	0.00%	0.00%
Dependent Cap	0.00%	0.00%	0.00%
Total Rate Change	8.09%	4.10%	-1.81%

1. Premiums are based on enrollment at the time of renewal development.

2. Count based on snapshot as of 12/14/2023.

3. Medical includes Pediatric Vision.

4. The figures reflect commercial plans only.

5. Percent changes due to members aging out of pediatric dental and/or members aging into adult vision plans are accounted for in the Aggeregate Product Differences

Blue Cross Blue Shield of Michigan and Blue Care Network reserve the right to adjust rates if any of the assumptions or calculations used to develop the rates are incorrect.

### Benefit Summary Description

#### **TYRONE TOWNSHIP**

#### DIV: 007019899\_0000

	Current Benefits	Renewal Compliant Benefit Conversion
Medical	Community Blue PPO Platinum \$500 W/ Elective Abortion	2024 Community Blue PPO Platinum Option 3 W/Elective Abortion
Deductible (individual) <sup>1</sup>	\$500	\$500
Coinsurance <sup>1</sup>	20%	20%
Office Visit Copay <sup>1</sup>	20 Copay	20 Copay
Emergency Room Copay <sup>1</sup>	150 Copay	150 Copay
Drug	\$10/\$40/\$100	\$10/\$40/\$100
Metal Level <sup>1</sup>	Platinum	Platinum
Dental	Blue Dental PPO Plus 100/80/50 SG \$1000	Blue Dental PPO Plus 100/80/50 1000 SG
Annual Max <sup>1</sup>	\$1000	\$1000
Contribution Type	Non-Voluntary	Non-Voluntary
Vision	Blue Vision 12/12/12 \$5/\$10	Blue Vision 12/12/12 \$5/\$10
Contribution Type	Non-Voluntary	Non-Voluntary
Total Monthly Premium	\$10,677.89	\$11,520.21

For a more detailed description of benefits, please refer to the Agent Portal or contact your General Agency.<sup>2</sup>

1. BCBSM plans will display values to represent "in-Network"

2. BAAGs and SBCs can be found on the Agent Portal or by contacting your General Agency.

Reference Number: 008

Blue Cross Blue Shield of Michigan and Blue Care Network reserve the right to adjust rates if any of the assumptions or calculations used to develop the rates are incorrect.

Resolution to recognize VTAC as a 501c3 to obtain gaming license.



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#### LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES (Required by MCL.432.103(K)(II))

Ata	regular REGULAR OR S	SPECIAL	_ meeting of the _	Tyron	e Township Board
					March 19, 2024
at <u>7:00</u>	<u>) pm</u> a.m. <sup>E</sup>	/p.m. the following	g resolution was of	fered:	
Moved by			and supported by	/	
that the re	quest from Vet	erans Treatment	Assistance Corp	<u>).</u> of	Tyrone Township
county of	Livin	gston county name	, askl	ng that th	ey be recognized as a
nonprofit o	rganization ope	erating in the com	nunity for the purp	ose of ob	taining charitable
gaming lice	enses, be cons	idered for	APPROVAL/DISAPPROVAL		
	APP	ROVAL	DISA	PPROVA	L
	Yeas:		Yeas:		
	Nays:		Nays:		
	Absent:		Absent		<u></u>
adopted by	the		and complete copy oard at a		olution offered and regular REGULAR OR SPECIAL
Theoding Th		DATE			
SIGNED:			SHIP, CITY, OR VILLAGE CLERN	<	
		Pamela Mou	ughler, Township	Clerk	
	nan an tain an t	F	RINTED NAME AND TITLE		
H-L	Tyrone To	ownship, 8420 R	unyan Lake Rd.,	Fenton,	MI 48430
			·		COMPLETION: Required. PENALTY: Possible deniaj of application.

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Department of the Treasury Internal Revenue Service Tax Exempt and Government Entities P.O. Box 2508 Cincinnati, OH 45201

VETERANS TREATMENT ASSISTANCE CORP C/O MICHAEL CUNNINGHAM 6060 HARTLAND RD FENTON, MI 48430 Date: 12/01/2021 Employer ID number: 85-4190881 Person to contact: Name: Suzanne Dragoo ID number: 50750 Telephone: 877-829-5500 Accounting period ending: December 31 Form 990-PF required: Yes Effective date of exemption: December 8, 2020 Addendum applies: No DLN: 26053708003111

Dear Applicant:

We're pleased to tell you we determined you're exempt from federal income tax under Internal Revenue Code (IRC) Section 501(c)(3). Donors can deduct contributions they make to you under IRC Section 170. You're also qualified to receive tax deductible bequests, devises, transfers or gifts under Section 2055, 2106, or 2522. This letter could help resolve questions on your exempt status. Please keep it for your records.

Organizations exempt under IRC Section 501(c)(3) are further classified as either public charities or private foundations. We determined you're a private foundation within the meaning of Section 509(a).

You're required to file Form 990-PF, Return of Private Foundation or Section 4947(a)(1) Trust Treated as Private Foundation, annually, whether or not you have income or activity during the year. If you don't file a required return or notice for three consecutive years, your exempt status will be automatically revoked.

If we indicated at the top of this letter that an addendum applies, the enclosed addendum is an integral part of this letter.

For important information about your responsibilities as a tax-exempt organization, go to www.irs.gov/charities. Enter "4221-PF" in the search bar to view Publication 4221-PF, Compliance Guide for 501(c)(3) Private Foundations, which describes your recordkeeping, reporting, and disclosure requirements.

Sincerely,

stephere a makter

Stephen A. Martin Director, Exempt Organizations Rulings and Agreements

> Letter 1076 (Rev. 2-2020) Catalog Number 35161A

Runyan Lake Inc. fireworks display permit request.

TC	HIS CERTIFICATE IS ISSUED AS A I ERTIFICATE DOES NOT AFFIRMATI	VEL	TER I	R NEGATIVELY AMEND, EX	ND CONFERS N	O RIGHTS	UPON THE CERTIFICAT	2/2 E HOLI	POI ICIES	
R	ELOW. THIS CERTIFICATE OF INS EPRESENTATIVE OR PRODUCER, AN	URA ND TI	HE C	ERTIFICATE HOLDER.	A CONTRACT I	BETWEEN T	HE ISSUING INSURER(	S), AUT	HORIZED	
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RO	DUCER			G	ONTACT AME:				_	
	isure, LLC dba Britton Gallagher & e Cleveland Center, Floor 30	Asso	ciate	es Pi	HONE C, No. Extl: 216-65	8-7100	FAX (ASC, No): 3	216-658	7101	
3	75 East 9th Street			E-	DORESS info@brit	tongallagher.	com			
le	veland OH 44114				1115	URER(8) AFFOR	IDING COVERAGE		NAIC #	
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100	RED bat Lakes Fireworks LLC				SURER B : Everest				16044	
27	5 W M76			102	SURER C : Axis Sur	plus Ins Com	peny	-	26620	
	). Box 276 st Branch MI 48661			120	ISURER D	-				
10					ISURER E :				_	
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1	POLICY X PRO-						PRODUCTS - COMP/OP AGG	\$ 2,000 0	00	
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3	ANY PROPRIETOR/PARTNER/EXECUTIVE	NIA					EL EACH ACCIDENT	\$	_	
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	If yes, describe under DESCRIPTION OF OPERATIONS below	_			_	_	E.L. DISEASE - POLICY LIMIT	F	_	
dd isj	RIPTION OF OPERATIONS / LOCATIONS / VEHICL litional Insured extension of coverage is play Date: July 6th, 2024 Rain Date: yan Lake Inc. including all its elected an one Township including all its elected an	July	ded 1 7th, 1	by above referenced General 2024 Location: Runyan L ed officials: employees, volur	Liability policy wf ake Island	ere required	by written agrooment.			
EF	TIFICATE HOLDER			c	ANCELLATION					
	Runyan Lake Inc.				SHOULD ANY OF THE EXPIRATIO ACCORDANCE W	N DATE TH	ESCRIBED POLICIES BE O EREOF, NOTICE WILL CY PROVISIONS.	ANCELI BE DE	ED BEFOR	
10169 Carmer Rd. Fenton MI 48430				A	AUTHORIZED REPRESENTATIVE					
					2	77				

Authority 2011 PA 256	The LECISLATIVE BODY OF or group because of mos, sev need assistance with reading, needs known to this Legislative	CITY, VILLAGE OR TOWNBHIP BOARD will not discriminate against militain, age, notional origin, color, markal status, stashify, or policial writing, hearing, atc., under the Americans with Disabilities Act, you may a thoty of City, Village or Township Board.	eny individual selete. If you y make your	BOARD ONLY DATE PERMIT(S) EXPIRE:		
The second s	Country of the second	TYPE OF PERMIT(S) (Select all applicable boxes)		A-		
C Agriculta	ral or Wildlife Fireworks	C Articles Pyrotechnic		Display Fireworks		
	Public Display	Private	Display			
	C Special Eff	ects Manufactured for Outdoor Pest Control or Agricultu	inal Purposes			
NAME OF APPLICANT Runvan Lake Inc.		ADDRESS OF APPLICANT	AGE OF API	PLICANT 18 YEARS OR OLDER		
NAME OF PERSON OR RESIDEN CORPORATION, LLC, DBA OR OF	T AGENT REPRESENTING	10169 Carmer Rd. Fenton, MI 48430 ADDRESS PERSON OR RESIDENT AGENT REPRESENTING CC	the second second			
	UST NAME OF MICHIGAN ATTORNEY	ADDRESS (MICHIGAN ATTORNEY OR MICHIGAN RESIDENT	TELEPHON			
OR MICHIGAN RESIDENT AGEN		AGENT)	TELEPHICA	- HUMBER		
NAME OF PYROTECHNIC OPER Great Lakes Firewo		ADDRESS OF PYROTECHNIC OPERATOR 3275 W. M-76, P.O Box 276 West Branch, MI 48661	AGE OF PYI OLDER	NOTECHNIC OPERATOR 18 YEARS		
NO. YEARS EXPERIENCE	NO. DISPLAYS 500+	WHERE Throughout Michigan	- 100	- item		
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NAME OF OTHER ASSISTANT		ADDRESS OF OTHER ASSISTANT	AGE OF OT	HER ASSISTANT 18 YEARS OR OLD		
EXACT LOCATION OF PROPOSE		TBD		CO COLORIS OF CO		
Shot from Island on DATE OF PROPOSED DISPLAY	Runyan Lake in Fento	n, MI I time of proposed display	-			
July 6th, 2024 (Rain	n: July 7th, 2024)	Approx. 10:00 PM				
Stored at a Federall	CENSING OR PERMITTING BY STATE C y Licensed Facility Unt ICE (TO BE SET BY LOCAL DOVERNME					
\$5,000,000.00	ICE (TO BE BET BY LOUAL DOVERNME	Britton Gallagher				
	CENTER, 1275 E. 91	TH ST, 30TH FLOOR, CLEVELAND,	OH 4411	4		
NUMBER OF FIREWORKS	A REAL PROPERTY.	KIND OF FIREWORKS TO BE DISPLAYED Phil	as prodile additions	l jago as natiat)		
Approx. 280 3" Shells						
Approx. 160 4" Shells						
Approx. 120						
Approx. 60						
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SIGNATURE OF APPLICANT	new S.	Nester		2-23-2		
				1- 1- 1-		

### GREAT LAKES

3276 W. M-76 • West Blacch, MI 45561 • Office: 982325,5040 • Pac: 982725 5047 • greatakes/revolut.com

 To sell, furnish and deliver to Customer, fireworks to be exhibited on the following dates set forth and agreed upon at the time of signing this contract and Customer agrees to pay Great Lakes for the fireworks as follows: Display Date(s): July 6th, 2024

Alternate Date(s): July 7th, 2024

Contract Amount: \$18,000.00 ; Fifty percent (50%) due upon signing the contract and balance due within 15 days of the display date. All payments shall be made by draft or certified check payable to Great Lakes Fireworks, LLC. Great Lakes will assess a \$25.00 late charge and a 7% per annum late fee on balances not paid in full by the display date.

2. Great Lakes further agrees to furnish sufficiently trained personnel to present a display.

Great Lakes agrees to furnish Customers with liability insurance in the amount of \$5,000,000 and other coverages
as identified in the Certificate of Insurance attached. All Individual/Entities listed on the certificate will be deemed
an additional insured per this contract.

#### **CUSTOMER Agrees:**

- 4. To procure and furnish a suitable place to display said fireworks, to furnish the necessary police and fire protection; to secure all police, local, and state permits, and to arrange for any security bonds or insurance as required by law in their community when necessary.
- Prior to, during, and immediately following the display, Customer shall be solely responsible to keep all persons (except employees of Great Lakes) out of the designated danger areas and behind safety zone lines and limits.
- 6 Immediately following the display, Great Lakes, to the best of its ability, will police the area for any misfires ("duds"). Great Lakes agrees to police the area again at "first light." Great Lakes will pick up misfires for disposal. If Customer must move misfires for safety reasons, Customer understands that the misfires are only to be handled by trained personnel. Customer is responsible for debris clean up and the refilling of any holes.
- Customer agrees to hold harmless Great Lakes for any liability caused by other than the employees or products supplied by Great Lakes.

#### The PARTIES Mutually Agree:

- 8. Should inclement weather prevent firing of said display on the "Display Date(s)", then it will be understood the program is postponed and will be fired on the "Alternate Date(s)", and there will be a charge to cover the costs of the postponement of ten percent (10%) of the contract amount. If the program is not fired on either the "Display Date(s)" or the "Alternate Date(s)" then it will be understood the program is canceled; and there will be an additional charge of ten percent (10%) of the contract amount to cover the canceliation costs.
- Great Lakes reserves the exclusive right to make minor modifications and substitutions provided that such changes are reasonable and necessary and do not materially adversely affect price, time of delivery, functional character, or display performance.
- 10. If the location of the firing site, spectators' location, parking areas, or structures is deemed unsuitable or unsafe, Great Lakes may refuse to fire the display until conditions are corrected. If such conditions are not corrected, Great Lakes may cancel the display without further liability to the Customer for such cancellation.
- 11. In the event of fire, accident, strikes, delay, flood, act of God or other causes beyond the control of Great Lakes, which prevent the delivery of said materials, the parties hereto release each other from any and all performances of the covenants herein contained and from damages resulting from the breach thereof.

Amendments:

#### FOR: Great Lakes Fireworks, LLC.

Signature: Bruce Sayn-Name/Title: Bruce Tyree, Member

FOR Runyan Lake Inc. Signature: <u>auchen S. Nester</u> Name/Title: <u>Trustee</u> og RLF.



### Runyan Lake Inc.



PO Box 105 Fenton MI 48430-0105

February 23, 2024

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 <u>RunyanLakeInc@aol.com</u> <u>www.runyanlakeinc.com</u>

> 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)

www.runyanlakeinc.com



City of Fenton Fire Department

205 East Caroline Street Fenton, MI 48430 (810) 629-8595 Emergency Dial 911

February 26, 2024

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 6<sup>th</sup> with a rain date of Sunday July 7<sup>th</sup>. 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* Robert Cairnduff

Fire Chief