

Conway Township

Board Meeting

May 20, 2025

7:00 p.m.

AGENDA

Call to Order

Roll Call

Consent Agenda

1. Approval of the April 15, 2025 meeting minutes.
2. Account Reconciliations
3. Disbursement/Payroll report
4. Budget Report

Additions/Approval of Board Meeting Agenda

Call to the Public Regarding Agenda Items Only

Reports and Communications

5. Recreation Report
6. Cemetery Report
7. County Planning Commission Report
8. Planning Commission Ex-Officio Report
9. Clerks Update
10. Fire Board Update

Presentations

11. Accounting Presentation

Old Business

12. Attorney Costs

New Business

13. Policy 24 Amendment
14. Owosso Road Improvements
15. Headland Solar Project Cost Sharing Agreement
16. ZBA Member Appointments – Gary Klien, Kelly Ralko – Alternates
17. Administration Fee Resolution

Board Member Discussion

Call to the Public

Adjournment

CONWAY TOWNSHIP POLICY No. 7

PUBLIC COMMENT AND CONDUCT POLICY

Conway Township Board recognizes its obligation to obtain and the benefits to be received from public comments on matters pending before the Board. To provide an orderly and efficient manner to obtain public comment and to provide the public with an opportunity to participate in public meetings, the Conway Township Board hereby adopts the following policy for public comment and conduct at public meetings:

1. Public comment is restricted to only those times designated for public comment on the agenda, unless permitted otherwise by the chairperson or a majority of the Board. All persons addressing the Board shall comment only after being recognized by the chairperson conducting the meeting.
2. No individual speaker shall be permitted to speak more than 3 minutes regardless of topic and no time may be transferred or assigned by others to the speaker as to extend the 3-minute time limit. At the discretion of the chairperson, a speaker may be allowed to comment further than the three-minute limit. Alternatively, the chairperson may direct the speaker to submit further comment to the Board in writing at a later date.
3. When recognized by the chairperson to speak, the individual recognized shall approach and speak from the podium or location designated by the chairperson and shall not deviate from the location. When the speaker is advised by the chairperson to stop speaking when time has expired, the speaker shall cease speaking and be seated.
4. Prior to addressing the Board, each speaker shall first state for the record the speaker's name and address, the subject on which the speaker will speak, and state whether the speaker represents an organization or other person, and identify such organization or person. All remarks shall be addressed to the Board as a whole and not to any member thereof specifically or any other member of the public. Public comment is not intended to require Board members or Township staff to provide any answer to the speaker. Discussions between speakers and members of the audience will not be permitted.
5. Only one speaker will be acknowledged at a time. In the event that a group of more than three persons supporting or opposing the same position desires to be heard, in the interest of time, a spokesperson may be designated to express the group's concern and the spokesperson may be allotted up to 10 minutes to speak.
6. Public comments must be presented in a respectful manner and participants shall conduct themselves in an orderly and civil manner. Comments or language of a lewd, insulting, or provocative nature shall not be permitted. No person shall disrupt the Board and/or partake in behavior that becomes hostile, argumentative or threatens the public or an individual's safety, or is disruptive to the meeting. No person shall utilize any profane or obscene speech or gesture.
7. Violation of any provision of this policy shall be deemed a breach of the peace and such person will be asked to leave. If the person being asked to leave does not voluntarily leave or cease the behavior, the person may be ejected, and law enforcement may be called to remove the person.
8. Any person shall have the right to tape record, videotape or broadcast the proceedings of the Township Board, but shall not utilize the electric outlets of the Township without prior permission of the Township Clerk. Any tape recording, video camera or other camera utilized by any such person, shall be kept at least ten feet from all members of the Board and shall not be placed behind them.

This policy may be adopted for use by other boards, commissions, and committees of the Township. This policy or a summary of it may be placed on the back of the meeting agenda or made available with the meeting agenda.

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank FLGCD - FLAGSTAR - TIME DEPOSIT (CD)

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000196

Beginning GL Balance:	207,370.01
Ending GL Balance:	207,370.01
Ending Bank Balance:	207,370.01
Add: Deposits/Transactions In Transit	0.00
Total - 0 Outstanding Checks:	0.00
Adjusted Bank Balance	207,370.01
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank BLDG - CHASE - BUILDING FUND
From: 04/01/2025 To: 04/30/2025
Reconciliation Record: 0000000195

Beginning GL Balance:		99,557.47
Add: Journal Entries/Other		0.81
Ending GL Balance:		<u>99,558.28</u>
Ending Bank Balance:		99,558.28
Add: Deposits/Transactions In Transit		0.00
Total - 0 Outstanding Checks:		0.00
Adjusted Bank Balance		99,558.28
Unreconciled Difference		0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank RDSAV - BOAA - ROAD SAVINGS
From: 04/01/2025 To: 04/30/2025
Reconciliation Record: 0000000194

Beginning GL Balance:	92,709.30
Add: Journal Entries/Other	99.09
Ending GL Balance:	<u>92,808.39</u>
Ending Bank Balance:	92,793.58
Add: Miscellaneous Transactions	14.81
Add: Deposits/Transactions In Transit	0.00
Total - 0 outstanding Checks:	0.00
Adjusted Bank Balance	92,808.39
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank DOG - BOAA - DOG LICENSE
From: 04/01/2025 To: 04/30/2025
Reconciliation Record: 0000000192

Beginning GL Balance:		319.21
Add: Cash Receipts		45.00
Add: Journal Entries/Other		0.15
Ending GL Balance:		<u>364.36</u>
Ending Bank Balance:		364.36
Add: Deposits/Transactions In Transit		0.00
Total - 0 outstanding Checks:	0.00	
Adjusted Bank Balance	364.36	
Unreconciled Difference	0.00	

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank CEM - BOAA - CEMETERY
From: 04/01/2025 To: 04/30/2025
Reconciliation Record: 0000000190

Beginning GL Balance:	63,699.37
Add: Journal Entries/Other	28.80
Ending GL Balance:	<u>63,728.17</u>
Ending Bank Balance:	63,728.17
Add: Deposits/Transactions In Transit	0.00
Total - 0 Outstanding Checks:	0.00
Adjusted Bank Balance	63,728.17
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP
Bank ARPA - INDEPENDENT - BUSINESS FREEDOM CHECKING
From: 04/01/2025 To: 04/30/2025
Reconciliation Record: 0000000188

Beginning GL Balance:	293,070.27
Ending GL Balance:	293,070.27
Ending Bank Balance:	293,070.27
Add: Deposits/Transactions In Transit	0.00
Total - 0 Outstanding Checks:	0.00
Adjusted Bank Balance	293,070.27
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank MM - HUNTINGTON - MONEY MARKET

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000189

Beginning GL Balance:		237,657.59
Add: Journal Entries/Other		48.83
Ending GL Balance:		<u>237,706.42</u>
Ending Bank Balance:		237,706.42
Add: Deposits/Transactions In Transit		0.00
Total - 0 Outstanding Checks:		0.00
Adjusted Bank Balance		237,706.42
Unreconciled Difference		0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank ROAD - BOAA - ROAD CHECKING

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000197

Beginning GL Balance:		339,424.61
Add: Journal Entries/Other		334.77
Ending GL Balance:		<u>339,759.38</u>
Ending Bank Balance:		339,759.38
Add: Deposits/Transactions In Transit		0.00
Total - 0 Outstanding Checks:		0.00
Adjusted Bank Balance		339,759.38
Unreconciled Difference		0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank MSUSV - MSUFCU - CONTINGENT SAVER

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000198

Beginning GL Balance:	5.00
Ending GL Balance:	5.00
Ending Bank Balance:	5.00
Add: Deposits/Transactions In Transit	0.00
Total - 0 Outstanding Checks:	0.00
Adjusted Bank Balance	5.00
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank MSUCD - MSUFCU - TIME DEPOSIT (CD)

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000199

Beginning GL Balance:	262,549.81
Ending GL Balance:	262,549.81
Ending Bank Balance:	262,549.81
Add: Deposits/Transactions In Transit	0.00
Total - 0 Outstanding Checks:	0.00
Adjusted Bank Balance	262,549.81
Unreconciled Difference	0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank TAX - BOAA - TAX FUND
 From: 04/01/2025 To: 04/30/2025
 Reconciliation Record: 0000000191

GL Number	Description	Beginning Balance
703-000-001.000	TAX FUND CHECKING - BOAA	(3,346.18)
Beginning GL Balance:		(3,346.18)
Less: Journal Entries/Other		(288.27)
Ending GL Balance:		(3,634.45)

GL Number	Description	Ending Balance
703-000-001.000	TAX FUND CHECKING - BOAA	(3,634.45)
Ending GL Balance:		(3,634.45)
Ending Bank Balance:		1,916.01
Add: Miscellaneous Transactions		417.17
Add: Deposits/Transactions In Transit		0.00

Check Date	Check Number	Name	AP Checks	Amount
03/30/2024	3660	DAVID AND ELIZABETHWHITT		24.55
02/26/2025	3770	MORRICE AREA SCHOOLS		0.00
03/12/2025	3806	FOWLerville DISTRICT LIBRARY		0.00
03/26/2025	3832	DELANEY, ROBERT EDWARD		148.76
03/26/2025	3833	HITCHCOCK, GARRETT & DEAN, RACHAEL		240.32
03/26/2025	3834	VOGEL, ROBERT & HILLARY		115.22
03/26/2025	3836	GEPPERT, ANNA C		78.54
03/26/2025	3838	BRIGGS, ADAM & JENNIFER		109.04
03/26/2025	3844	SERMAN DON & DENBROCK SAVANNA		30.99
03/26/2025	3846	SIKKILA, JAMES R.		140.98
03/26/2025	3857	DERIAN, DANIEL TRUST		20.00
03/26/2025	3858	FIFTH THIRD BANK		2,040.75
03/26/2025	3859	POND PLACE & FOREST PRODUCTS		0.00
03/26/2025	3860	FREYALDENHOVEN, CLARENCE AND R		714.69
03/26/2025	3862	O'CONNOR, WILLIAM & O'CONNOR, TIMOT		3.44
03/26/2025	3863	MORRIS, BRIAN & DEANNE TRUST		3.71
03/26/2025	3864	PIETRZYK JOHN & KARI		0.58
03/26/2025	3867	FUHST, KEVIN & MICHELLE R		10.34
03/26/2025	3868	MOAK, JEFFREY & JEAN		16.99
03/26/2025	3870	O'CONNOR, WILLIAM & O'CONNOR, TIMOT		1.31
03/26/2025	3873	POND PLACE & FOREST PRODUCTS		0.00
03/26/2025	3875	KUCH, CARL F & CAROL R		0.00
03/26/2025	3876	FULLER, JOHN		15.00
03/26/2025	3877	HAMEL, T NIGEL		12.82
03/26/2025	3881	THIERRY, HENRY		108.34
03/26/2025	3885	DONAL, KENNETH D & KELLY A		0.97
03/26/2025	3887	BEVERLY, PAUL		172.69
03/26/2025	3890	DONAL, KENNETH D & KELLY A		25.70
03/26/2025	3891	DONAL, KENNETH D & KELLY		31.39
03/31/2025	3898	BORDER, CLARA LOU		1,331.56
03/31/2025	3902	KUCH, CARL F & CAROL R		0.00
04/23/2025	3904	DAVID DREW OR JILL DREW		568.95
				5,967.63

Total - 32 Outstanding Checks: 5,967.63
 Adjusted Bank Balance (3,634.45)
 Unreconciled Difference 0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank TRUST - BOAA - TRUST AND AGENCY

From: 04/01/2025 To: 04/30/2025

Reconciliation Record: 0000000193

Beginning GL Balance:	19,974.22
Add: Cash Receipts	6,350.00
Add: Journal Entries/Other	8.44
Ending GL Balance:	<u>26,332.66</u>
Ending Bank Balance:	24,223.10
Add: Miscellaneous Transactions	(2,109.56)
Add: Deposits/Transactions In Transit	
03/04/2025 Deposit Number: 0000000202	4,219.12
	<u>4,219.12</u>

Check Date	Check Number	Name	AP Checks	Amount
11/13/2024	1122	COPELAND PAVING INC		0.00
				0.00
		Total - 1 Outstanding Checks:		0.00
		Adjusted Bank Balance		26,332.66
		Unreconciled Difference		0.00

REVIEWED BY: _____ DATE: _____

BANK RECONCILIATION REPORT FOR CONWAY TOWNSHIP

Bank GEN - BOAA - GENERAL FUND
 From: 04/01/2025 To: 04/30/2025
 Reconciliation Record: 0000000187

GL Number	Description	Beginning Balance
101-000-001.000	GENERAL FUND CHECKING - BOAA	249,611.99
Beginning GL Balance:		249,611.99
Add: Cash Receipts		13,605.14
Less: Cash Disbursements		(45,970.81)
Add: Journal Entries/Other		286.64
Ending GL Balance:		217,532.96

GL Number	Description	Ending Balance
101-000-001.000	GENERAL FUND CHECKING - BOAA	217,532.96
Ending GL Balance:		217,532.96
Ending Bank Balance:		232,524.96
Add: Deposits/Transactions In Transit		0.00

Check Date	Check Number	Name	AP Checks	Amount
10/09/2024	7	DTE ENERGY		258.92
03/31/2025	12764	GEORGE R. FYRCIAK		33.60
03/31/2025	12771	BRANDE NOGAFSKY		68.81
03/31/2025	12783	FOWLerville SENIOR CENTER		2,500.00
04/23/2025	12785	LIVINGSTON COUNTY ASSESSORS ASSOCIATION		30.00
04/23/2025	12787	DONALD SMITH		0.00
04/29/2025	12789	DONALD SMITH		293.72
04/30/2025	12790	CESARZ, RUSS		42.00
04/30/2025	12791	LOWE, DIANA		19.74
04/30/2025	12792	SUSAN EGBERT		41.30
04/30/2025	12793	LEAH BLEVINS		6.58
04/30/2025	12794	BROWN, MIKE		13.55
04/30/2025	12795	DEBBIE GRUBB		54.18
04/30/2025	12796	BS & A SOFTWARE		10,135.00
04/30/2025	12797	ACCIDENT FUND		387.00
04/30/2025	12798	CESARZ, RUSS		211.41
04/30/2025	12799	FOSTER SWIFT		896.19
				14,992.00

Total - 17 Outstanding Checks: 14,992.00
 Adjusted Bank Balance 217,532.96
 Unreconciled Difference 0.00

REVIEWED BY: _____ DATE: _____

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Conway Township Board of Trustees

Regular Board Meeting Minutes

April 15th, 2025, at 7pm.

Meeting called to order at 7:00pm by Supervisor Mike Brown with the Pledge of Allegiance

ROLL CALL: Present: G. Pushies (Trustee); S. Porter (Trustee); M. Brown (Supervisor);

T. Foote (Clerk); D. Grubb (Treasurer)

	AGENDA	ACTIONS TAKEN	ITEMS DISCUSSED
1	Consent Agenda	Motion to approve the consent agenda made by T. Foote. Second by D. Grubb. Motion passed 3-2.	<ul style="list-style-type: none">• Approval of March 18th and 21st, 2025, meeting minutes.• Change wording in additions from CPTA to MICPT and under 8b to change wording of rebalancing to balancing.• Sarah questioned about check #12765• Heartland's payroll report identified as incorrect; commission and wages misallocated to the wrong department (Parks and Rec)
	Additions to agenda/approval of meeting Agenda	Motion to approve the agenda for the April 15 th meeting by S. Porter. Second by G. Pushies. Motion passed 5-0.	
	First call to the public		No comments from the public regarding the agenda topics
5	Recreation Report		No Report (Brande Not Present)
6	County Planning Commission Report		<ul style="list-style-type: none">• Last month they approved Green Oaks rezoning from local business to a single family.• Green Oaks also approved rezoning from general business to limited industrial• Approved Tyrone townships extraction industry ordinance. They brought them up to new state standards.

DRAFT

Conway Township Board of Trustees

Regular Board Meeting Minutes

April 15th, 2025, at 7pm.

			<ul style="list-style-type: none">• On the agenda for this month is Genoa Township changing their parking and site planning review process.
7	Planning Commission Ex-Officio Report		<ul style="list-style-type: none">• No Updates on Elm St.• Talked about airport camping at Maple Grove airport• Discussed the master plan and possible residential overlay district
8	Clerks Update		No Updates
9	Fire Board Update		<ul style="list-style-type: none">• Firetruck Grant was cancelled due to DOGE• The fire department has sufficient funds to buy a new fire truck without the grant; final confirmation is pending, but they want to lock in a price to avoid any future tariffs or price increases.• Firetruck replacement is urgent due to age and high maintenance costs.
10	Codification Update/ McKenna		<ul style="list-style-type: none">• Codification update postponed until further progress on the master plan.• Ordinances will be aligned with the master plan before codification begins.• Recommendation for a joint meeting between the board and planning commission to ensure alignment before codification.
11	Bids for CPA Audit	Motion to hire Maner Costerisan for the 2025 audit in the amount of \$12,900. Motion carries 4-1 in roll call vote: D.Grubb- Y G.Pushies- N S.Porter- Y T.Foote- Y M.Brown- Y	Two audit bids were received and reviewed: Maner Costerisan at \$12,900 for the 2025 audit and Gabridge & Company at \$9,300 for the 2025 audit. Board members discussed the firm's experience, prior relationships, and price differences. Some members expressed concern about the higher cost, while others valued professional relationships and prior experience.

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Conway Township Board of Trustees

Regular Board Meeting Minutes

April 15th, 2025, at 7pm.

12	Attorney Fees	Motion to call other law firms for pricing on hourly and paralegal rates as well as to see if another attorney at Foster & Swift would be available at a lower rate. Motion carried 5-0.	Discussion on the fees and engagement of attorneys for township matters, including solar projects. Attorney Fees: Abby Cooper (Current General Counsel): \$235/hour, Paralegal: \$140/hour Foster & Swift (Mike Homier- Solar Projects): \$295/hour, with private entity rates at \$530/hour. Associate rate \$265/hour. Offers municipal discount. Concerns: Overlapping charges and inefficiencies were highlighted, with examples of unnecessary costs due to dual representation. There are concerns about double billing and inefficiencies when both firms are involved. Suggestion to streamline legal services, possibly consolidating with one firm.
13	Laptops and Computers		<ul style="list-style-type: none">• Six laptops will become obsolete in October due to Windows 11 incompatibility.• Recommendation to transition to laptops as workstations to reduce costs and improve flexibility.• Applied Innovations provided pricing.• Will update and verify the list of devices needing replacement from Applied Innovations.• Plan to seek bids from other vendors for equipment replacement
	Board Member Discussion		Treasurer's Report: <ul style="list-style-type: none">• MTA conference offers more in-person classes than online; online access is limited to a subset of sessions.

DRAFT

Conway Township Board of Trustees

Regular Board Meeting Minutes

April 15th, 2025, at 7pm.

			<ul style="list-style-type: none">• Materials from training sessions to be scanned and shared via email. <p>Livingston County Treasurer’s meeting:</p> <ul style="list-style-type: none">• Credit unions outperforming banks in rates.• Change in process for tax and millage rate submissions due to staff retirement. Equalization will be handled by the assessing department. <p>Other Business:</p> <ul style="list-style-type: none">• ARPA report due April 30; in progress.• Unclaimed property reports due July 1; need to confirm responsibility for filing.• Bank signature updates pending with Chase Bank; all other banks completed <p>Zoning and Application Processes</p> <ul style="list-style-type: none">• Lack of application forms for ordinance amendments and special uses (e.g., airport camping).• Need for clear processes and forms for applicants.• Examples of delays and confusion due to missing forms and unclear procedures.• An agreement to create a generic ordinance amendment application form using templates from other municipalities.• Emphasis on the need for the board to provide clear directions to the Planning Commission. <p>Airport Camping and Elm Street Zoning Issues</p> <ul style="list-style-type: none">• Ongoing confusion and delays regarding airport camping and Elm Street rezoning.• Frustration over reliance on attorneys for decisions that could be made by the board or planning commission.
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Conway Township Board of Trustees

Regular Board Meeting Minutes

April 15th, 2025, at 7pm.

			<ul style="list-style-type: none">• Importance of supporting local businesses and community contributors.• FAA regulations limit township control over aviation-related uses.• Recommendation to add “aviation camping” as a special use in industrial zoning to streamline approval.• Need for the Planning Commission to receive clear directions from the board.• Precedent concerns about the board taking over Planning Commission matters.• Agreement that applications must be submitted before action can be taken.
	Last Call to the Public		4 members of the public spoke about posting meeting dates on the Township website calendar, concerns about drone activity and feedback on attorney performance and audit firm selection.
		Motion to adjourn made by G. Pushies. Motion carried 5-0. Meeting adjourned at 9:14pm. Motion passed 5-0.	Meeting adjourned at 9:14pm.

CHECK DISBURSEMENT REPORT FOR CONWAY TOWNSHIP
CHECK DATE 04/01/2025 - 04/30/2025

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL							
04/23/2025	GEN	12782	EXTERIOR ENHANCEMENTS	CAPITAL IMPROVEMENTS: SIDING FOR HALL	972.000	265	7,800.00
04/23/2025	GEN	12785	LIVINGSTON COUNTY ASSESSORS ASSOCI	LIVINGSTON COUNTY ASSESSORS ASSOCIATION	956.000	261	30.00
04/23/2025	GEN	12788	TARA FOOTE	MILEAGE: 306.8 MILES - MTA, COUNTY CLERK	860.000	261	214.76
04/29/2025	GEN	12789	DONALD SMITH	SECLUDED ACRES REIMBURSMENT FOR FULL PAY	202.000	000	293.72
04/30/2025	GEN	12790	CESARZ, RUSS	MILEAGE	860.000	261	42.00
04/30/2025	GEN	12791	LOWE, DIANA	MILEAGE	860.000	261	19.74
04/30/2025	GEN	12792	SUSAN EGBERT	MILEAGE	860.000	261	41.30
04/30/2025	GEN	12793	LEAH BLEVINS	MILEAGE	860.000	261	6.58
04/30/2025	GEN	12794	BROWN, MIKE	SURGE PROTECTOR FOR THE INTERNET INSTAL	935.000	265	13.55
04/30/2025	GEN	12795	DEBBIE GRUBB	MILEAGE	860.000	261	54.18
04/30/2025	GEN	12796	BS & A SOFTWARE	SOFTWARE: BS&A ANNUAL MANINTANCE FEES	956.000	261	10,135.00
04/30/2025	GEN	12797	ACCIDENT FUND	INSURANCE AND BONDS: WORKMANS COMP INS	724.000	261	387.00
04/30/2025	GEN	12798	CESARZ, RUSS	BUILDING MAINTENANCE: BUILDING LIGHTS	935.000	265	211.41
04/30/2025	GEN	12799	FOSTER SWIFT	ATTORNEY:MPSC LAWSUIT	804.000	267	896.19
04/07/2025	GEN	16(E)#	AMERICAN EXPRESS	WASTE MANAGEMENT	920.000	265	50.90
				FEE FROM WM FOR USING CARD	920.000	265	9.99
				CITIZEN PLANNER IN PERSON TRAINING	969.000	701	1,350.00
				APPLIED INNOVATION	956.000	261	3,569.61
				APPLIED INNOVATION - PRINTER	956.000	261	65.16
				MMTA TRAINING	969.000	253	599.00
				SURF AIR	859.000	265	54.95
				ADOBE	956.000	261	38.97
				INTERMEDIA	859.000	265	383.52
				ATT	859.000	265	266.20
				PAPER	931.000	265	52.97
				PO BOX ANNUAL FEE	957.000	261	74.00
				WM	920.000	265	51.02
				WM FEE	920.000	265	9.99
			Check GEN 16(E) Total for Fund 101 GENERAL				6,576.28
04/14/2025	GEN	17(E)#	HEARTLAND PAYROLL	SALARIES AND WAGES: TRUSTEES	702.000	101	980.00
				SALARIES AND WAGES: SUPERVISOR	702.000	171	2,026.83
				SALARIES AND WAGES: CLERK	702.000	215	2,309.36
				SALARIES AND WAGES-DEPUTY CLERK	703.000	215	1,039.50
				SALARIES AND WAGES: BOARD OF REVIEW	702.000	247	900.00
				SALARIES AND WAGES: TREASURER	702.000	253	2,172.91
				SALARIES AND WAGES-DEPUTY TREASURER	703.000	253	1,353.00
				SALARIES AND WAGES; ASSESSOR	702.000	257	3,583.42
				OFFICE ASSISTANT SALARY	704.000	261	803.00
				PAYROLL TAXES	710.000	261	1,312.14
				PAYROLL BILLING	808.000	261	224.27
				SALARIES AND WAGES; ZONING AND PLANNING	702.000	701	1,984.00
			Check GEN 17(E) Total for Fund 101 GENERAL				18,688.43

CHECK DISBURSEMENT REPORT FOR CONWAY TOWNSHIP

CHECK DATE 04/01/2025 - 04/30/2025

Check Date	Bank Account	Check #	Payee	Description	Account	Dept	Amount
Fund: 101 GENERAL							
04/10/2025	GEN	19(E)	MERS	RETIREMENT	231.000	000	560.67
Total For Fund: 101							45,970.81
Fund: 703 CURRENT TAX COLLECTION							
04/23/2025	TAX	3904	DAVID DREW OR JILL DREW	DUE TO TAXPAYERS	275.000	000	509.89
				DUE TO TAXPAYERS	275.000	000	59.06
Check TAX 3904 Total for Fund 703 CURRENT TAX COLLECTION							568.95
Total For Fund: 703							568.95
Report Total:							46,539.76

'#'-INDICATES CHECK DISTRIBUTED TO MORE THAN ONE DEPARTMENT

Reporting Period: Current				
Payrolls Included in this Report				
Run #	Pay Group	Check Date	Period Ending	Payroll Run Type
153	Monthly	4/15/2025	3/31/2025	Regular Payroll

Full GL Account	Account Description	Debit	Credit
Payroll Entries			
101.000.231.000	Payroll Liabilities		3,857.92
101.000.231.200	Michigan Withholding Liability		691.23
101.101.702.000	Township Board:Salaries Wages	980.00	
101.171.702.000	Supervisor's Office:Salaries	2,026.83	
101.215.702.000	Clerk's Office:Salaries & Wages	2,309.36	
101.215.703.000	Clerk's Office:Deputies Wages	1,039.50	
101.247.702.000	Board of Review:Salaries & Wages	900.00	
101.253.702.000	Treasurer's Office:Salaries & Wages	2,172.91	
101.253.703.000	Treasurer's Office:Deputies Salaries	1,353.00	
101.257.702.000	Assessor:Salaries	3,583.42	
101.261.704.000	Unallocated:Receptionist salary	803.00	
101.261.710.000	Unallocated:Payroll Taxes	1,312.14	
101.261.808.000	Unallocated:Payroll Billing	224.27	
101.567.702.000	Cemetery:Salaries		
101.751.702.000	Planning & Zoning:Salaries	1,984.00	
101-000-001.000	First National - General Fund		13,915.01
101-000-001.000	First National - General Fund		224.27
101-000-001.000 - First National - General Fund Subtotal		0.00	14,139.28
	Payroll Entries Total	18,688.43	18,688.43
Impound Entries			
101.000.231.000	Payroll Liabilities	3,297.23	
101.000.231.200	Michigan Withholding Liability	691.23	
101-000-001.000	First National - General Fund		3,988.46
	Impound Entries Total	3,988.46	3,988.46
	Report Total	22,676.89	22,676.89

BUDGET REPORT FOR CONWAY TOWNSHIP
Calculations As Of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 101 GENERAL							
Account Category: Estimated Revenues							
101-000-402.000	CURRENT PROPERTY TAXES	125,000.00	134,000.00	134,000.00	134,000.00	0.00	0.00
101-000-447.000	PROPERTY TAX ADMIN FEE	26,000.00	50,000.00	50,000.00	50,000.00	0.00	0.00
101-000-491.000	DOG LICENSES	380.00	0.00	0.00	0.00	0.00	0.00
101-000-492.000	FEES, LICENSES, AND PERMITS	5,000.00	11,000.00	11,000.00	11,000.00	0.00	3,550.00
101-000-569.100	STATE GRANT-METRO ACT	0.00	5,000.00	5,000.00	5,000.00	0.00	0.00
101-000-573.000	LCSA PPT REIMBURSEMENT	600.00	0.00	0.00	0.00	0.00	0.00
101-000-574.000	STATE GRANT-STATE REVENUE SHA	340,000.00	385,000.00	385,000.00	385,000.00	0.00	0.00
101-000-665.000	INTEREST AND DIVIDENDS	14,000.00	22,000.00	22,000.00	22,000.00	0.00	311.28
101-000-667.000	RENT	2,000.00	1,100.00	1,100.00	1,100.00	0.00	150.00
101-000-675.000	MISCELLANEOUS REVENUES	100.00	1,500.00	1,500.00	1,500.00	0.00	0.00
101-000-676.000	GENERAL REIMBURSEMENTS	0.00	0.00	0.00	0.00	0.00	9,905.14
101-000-676.200	ELECTION REIMBURSEMENT	3,000.00	0.00	0.00	0.00	0.00	0.00
	Estimated Revenues	516,080.00	609,600.00	609,600.00	609,600.00	0.00	13,916.42
Account Category: Appropriations							
101-101-702.000	SALARIES AND WAGES	9,000.00	8,500.00	8,500.00	8,500.00	0.00	0.00
101-101-706.000	FOIA COORDINATOR WAGES	1,200.00	1,200.00	1,200.00	1,200.00	0.00	0.00
101-171-702.000	SALARIES AND WAGES	26,753.00	24,321.00	24,321.00	24,321.00	0.00	0.00
101-171-969.000	SEMINARS AND WORKSHOPS	3,000.00	2,400.00	2,400.00	2,400.00	0.00	0.00
101-215-702.000	SALARIES AND WAGES	31,037.00	27,712.00	27,712.00	27,712.00	0.00	0.00
101-215-703.000	SALARIES AND WAGES-DEPUTY	18,000.00	13,728.00	13,728.00	13,728.00	0.00	0.00
101-215-969.000	SEMINARS AND WORKSHOPS	6,000.00	4,800.00	4,800.00	4,800.00	0.00	0.00
101-247-702.000	SALARIES AND WAGES	2,700.00	1,350.00	1,350.00	1,350.00	0.00	0.00
101-253-702.000	SALARIES AND WAGES	28,170.00	26,075.00	26,075.00	26,075.00	0.00	0.00
101-253-703.000	SALARIES AND WAGES-DEPUTY	17,000.00	13,728.00	13,728.00	13,728.00	0.00	0.00
101-253-960.000	CHARGEBACKS	50.00	300.00	300.00	300.00	0.00	0.00
101-253-961.000	BANK SERVICE CHARGES	50.00	150.00	150.00	150.00	0.00	0.00
101-253-969.000	SEMINARS AND WORKSHOPS	5,000.00	4,800.00	4,800.00	4,800.00	0.00	0.00
101-257-702.000	SALARIES AND WAGES	43,000.00	43,000.00	43,000.00	43,000.00	0.00	0.00
101-257-969.000	SEMINARS AND WORKSHOPS	1,500.00	600.00	600.00	600.00	0.00	0.00
101-261-704.000	OFFICE ASSISTANT SALARY	9,600.00	13,728.00	13,728.00	13,728.00	0.00	0.00
101-261-710.000	PAYROLL TAXES	15,000.00	18,000.00	18,000.00	18,000.00	0.00	0.00
101-261-724.000	INSURANCE AND BONDS	14,000.00	14,000.00	14,000.00	14,000.00	0.00	387.00
101-261-725.000	WORKWEAR	750.00	800.00	800.00	800.00	0.00	0.00
101-261-727.000	SUPPLIES	2,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00
101-261-808.000	PAYROLL BILLING	2,500.00	3,500.00	3,500.00	3,500.00	0.00	0.00
101-261-860.000	MILEAGE	4,500.00	3,500.00	3,500.00	3,500.00	0.00	378.56
101-261-900.000	PRINTING AND PUBLISHING	8,000.00	8,000.00	8,000.00	8,000.00	0.00	0.00
101-261-956.000	MEMBERSHIPS AND DUES, SOFTWARE	24,500.00	29,000.00	29,000.00	29,000.00	0.00	10,165.00
101-261-957.000	POSTAGE	5,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00
101-261-959.200	APPROPRIATION SENIOR CENTER	2,500.00	3,000.00	3,000.00	3,000.00	0.00	0.00
101-262-702.000	SALARIES AND WAGES	18,000.00	14,000.00	14,000.00	14,000.00	0.00	0.00
101-262-727.000	SUPPLIES	500.00	650.00	650.00	650.00	0.00	0.00
101-262-727.100	ELECTION POSTAGE	600.00	1,200.00	1,200.00	1,200.00	0.00	0.00
101-262-900.000	PRINTING AND PUBLISHING	2,000.00	4,500.00	4,500.00	4,500.00	0.00	0.00
101-262-900.100	MISCELLANEOUS EXPENSES	2,200.00	800.00	800.00	800.00	0.00	0.00
101-262-931.000	EQUIPMENT MAINTENANCE	500.00	2,500.00	2,500.00	2,500.00	0.00	0.00
101-265-705.000	HALL MONITOR SALARY	1,000.00	750.00	750.00	750.00	0.00	0.00
101-265-802.000	LANDSCAPING	0.00	1,000.00	1,000.00	1,000.00	0.00	0.00
101-265-803.000	SNOW REMOVAL	5,500.00	5,000.00	5,000.00	5,000.00	0.00	0.00

BUDGET REPORT FOR CONWAY TOWNSHIP

Calculations As of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 101 GENERAL							
Account Category: Appropriations							
101-265-814.000	LAWN MOWING	2,000.00	4,000.00	4,000.00	4,000.00	0.00	0.00
101-265-859.000	INTERNET AND PHONES	9,000.00	11,000.00	11,000.00	11,000.00	0.00	0.00
101-265-920.000	UTILITIES	5,800.00	12,000.00	12,000.00	12,000.00	0.00	0.00
101-265-931.000	EQUIPMENT MAINTENANCE	2,500.00	2,500.00	2,500.00	2,500.00	0.00	0.00
101-265-935.000	BUILDING MAINTENANCE	21,700.00	25,000.00	25,000.00	25,000.00	0.00	224.96
101-265-972.000	CAPITAL IMPROVEMENTS	0.00	0.00	0.00	0.00	0.00	7,800.00
101-265-973.000	OFFICE EQUIPMENT	15,000.00	21,000.00	21,000.00	21,000.00	0.00	0.00
101-267-804.000	ATTORNEY	66,000.00	70,000.00	70,000.00	70,000.00	0.00	896.19
101-267-805.000	PLANNING COMMISSION	3,000.00	45,000.00	45,000.00	45,000.00	0.00	0.00
101-267-806.000	AUDITOR	23,000.00	14,000.00	14,000.00	14,000.00	0.00	0.00
101-302-809.000	FIRE AUTHORITY REP	810.00	810.00	810.00	810.00	0.00	0.00
101-302-810.000	POLICE ORDINANCE ENFORCEMENT	500.00	500.00	500.00	500.00	0.00	0.00
101-302-959.100	CONTRIBUTION POLICE SALARIES	10,000.00	10,000.00	10,000.00	10,000.00	0.00	0.00
101-445-962.000	DRAINS AT LARGE	43,000.00	45,000.00	45,000.00	45,000.00	0.00	0.00
101-446-967.000	CONSTRUCTION AND EXCAVATING	87,188.00	0.00	0.00	0.00	0.00	0.00
101-526-968.000	SPRING CLEANUP	4,600.00	4,600.00	4,600.00	4,600.00	0.00	0.00
101-567-702.000	SALARIES AND WAGES	1,000.00	0.00	0.00	0.00	0.00	0.00
101-701-702.000	SALARIES AND WAGES	27,000.00	34,000.00	34,000.00	34,000.00	0.00	0.00
101-701-969.000	SEMINARS AND WORKSHOPS	1,000.00	750.00	750.00	750.00	0.00	0.00
101-751-702.000	SALARIES AND WAGES	550.00	270.00	270.00	270.00	0.00	0.00
101-751-959.000	PARKS AND REC CONTRIBUTIONS	52,000.00	30,000.00	30,000.00	30,000.00	0.00	0.00
101-900-975.000	CAPITAL OUTLAY - BUILDINGS	125,000.00	0.00	0.00	0.00	0.00	0.00
101-965-995.811	TRANSFER OUT - SPECIAL ASSESS	162,812.00	0.00	0.00	0.00	0.00	0.00
Appropriations		975,070.00	633,522.00	633,522.00	633,522.00	0.00	19,851.71
Fund 101 - GENERAL:							
TOTAL ESTIMATED REVENUES		516,080.00	609,600.00	609,600.00	609,600.00	0.00	13,916.42
TOTAL APPROPRIATIONS		975,070.00	633,522.00	633,522.00	633,522.00	0.00	19,851.71
NET OF REVENUES & APPROPRIATIONS:		(458,990.00)	(23,922.00)	(23,922.00)	(23,922.00)	0.00	(5,935.29)

BUDGET REPORT FOR CONWAY TOWNSHIP
Calculations As of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 204 MUNICIPAL STREET							
Account Category: Estimated Revenues							
204-000-402.000	CURRENT PROPERTY TAXES	320,000.00	320,000.00	320,000.00	320,000.00	0.00	0.00
204-000-665.000	INTEREST AND DIVIDENDS	0.00	3,000.00	3,000.00	3,000.00	0.00	433.86
	Estimated Revenues	<u>320,000.00</u>	<u>323,000.00</u>	<u>323,000.00</u>	<u>323,000.00</u>	<u>0.00</u>	<u>433.86</u>
Account Category: Appropriations							
204-450-812.000	CHLORIDING	90,000.00	88,000.00	88,000.00	88,000.00	0.00	0.00
204-450-960.000	CHARGEBACKS	0.00	100.00	100.00	100.00	0.00	0.00
204-450-961.000	BANK SERVICE CHARGES	0.00	50.00	50.00	50.00	0.00	0.00
204-450-967.100	CONSTRUCTION	125,000.00	125,000.00	125,000.00	125,000.00	0.00	0.00
	Appropriations	<u>215,000.00</u>	<u>213,150.00</u>	<u>213,150.00</u>	<u>213,150.00</u>	<u>0.00</u>	<u>0.00</u>
Fund 204 - MUNICIPAL STREET:							
	TOTAL ESTIMATED REVENUES	320,000.00	323,000.00	323,000.00	323,000.00	0.00	433.86
	TOTAL APPROPRIATIONS	215,000.00	213,150.00	213,150.00	213,150.00	0.00	0.00
	NET OF REVENUES & APPROPRIATIONS:	<u>105,000.00</u>	<u>109,850.00</u>	<u>109,850.00</u>	<u>109,850.00</u>	<u>0.00</u>	<u>433.86</u>

BUDGET REPORT FOR CONWAY TOWNSHIP

Calculations As of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 209 CEMETERY							
Account Category: Estimated Revenues							
209-000-607.100	BURIAL FEES	1,000.00	700.00	700.00	700.00	0.00	0.00
209-000-642.000	LOT SALES	1,600.00	700.00	700.00	700.00	0.00	0.00
209-000-642.100	FOUNDATIONS	1,500.00	1,300.00	1,300.00	1,300.00	0.00	0.00
209-000-665.000	INTEREST AND DIVIDENDS	0.00	335.00	335.00	335.00	0.00	28.80
209-000-675.000	MISCELLANEOUS REVENUES	450.00	0.00	0.00	0.00	0.00	0.00
Estimated Revenues		4,550.00	3,035.00	3,035.00	3,035.00	0.00	28.80
Account Category: Appropriations							
209-567-702.000	SALARIES AND WAGES	2,200.00	3,780.00	3,780.00	3,780.00	0.00	0.00
209-567-814.000	LAWN MOWING	13,000.00	11,000.00	11,000.00	11,000.00	0.00	0.00
209-567-930.000	REPAIR AND MAINTENANCE	25,000.00	9,000.00	9,000.00	9,000.00	0.00	0.00
209-567-956.000	MEMBERSHIPS AND DUES, SOFTWARE	1,300.00	0.00	0.00	0.00	0.00	0.00
209-567-963.000	PROPERTY TAXES	200.00	0.00	0.00	0.00	0.00	0.00
Appropriations		41,700.00	23,780.00	23,780.00	23,780.00	0.00	0.00
Fund 209 - CEMETERY:							
TOTAL ESTIMATED REVENUES		4,550.00	3,035.00	3,035.00	3,035.00	0.00	28.80
TOTAL APPROPRIATIONS		41,700.00	23,780.00	23,780.00	23,780.00	0.00	0.00
NET OF REVENUES & APPROPRIATIONS:		(37,150.00)	(20,745.00)	(20,745.00)	(20,745.00)	0.00	28.80

BUDGET REPORT FOR CONWAY TOWNSHIP

Calculations As of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 701 TRUST & AGENCY							
Account Category: Estimated Revenues							
701-000-451.000	SAD PRINCIPAL-EVA LANE	4,500.00	2,200.00	2,200.00	2,200.00	0.00	0.00
701-000-451.100	SAD INTEREST-EVA LANE	1,100.00	2,200.00	2,200.00	2,200.00	0.00	0.00
701-000-451.200	SAD PRINCIPLE SECLUDED ACRES	30,000.00	18,000.00	18,000.00	18,000.00	0.00	0.00
701-000-451.300	SAD INTEREST SECLUDED ACRES	680.00	0.00	0.00	0.00	0.00	0.00
701-000-665.000	INTEREST AND DIVIDENDS	0.00	0.00	0.00	0.00	0.00	8.44
	Estimated Revenues	<u>36,280.00</u>	<u>22,400.00</u>	<u>22,400.00</u>	<u>22,400.00</u>	<u>0.00</u>	<u>8.44</u>
Fund 701 - TRUST & AGENCY:							
	TOTAL ESTIMATED REVENUES	36,280.00	22,400.00	22,400.00	22,400.00	0.00	8.44
	TOTAL APPROPRIATIONS						
	NET OF REVENUES & APPROPRIATIONS:	<u>36,280.00</u>	<u>22,400.00</u>	<u>22,400.00</u>	<u>22,400.00</u>	<u>0.00</u>	<u>8.44</u>

BUDGET REPORT FOR CONWAY TOWNSHIP

Calculations As of 04/30/2025

GL Number	Description	24-25 Amended Budget	25-26 Original Budget	25-26 Amended Budget	25-26 Recommended	25-26 Approved	25-26 Activity
Fund: 703 CURRENT TAX COLLECTION							
Account Category: Estimated Revenues							
703-000-665.000	INTEREST AND DIVIDENDS	0.00	25,000.00	25,000.00	25,000.00	0.00	0.15
	Estimated Revenues	0.00	25,000.00	25,000.00	25,000.00	0.00	0.15
Fund 703 - CURRENT TAX COLLECTION:							
	TOTAL ESTIMATED REVENUES	0.00	25,000.00	25,000.00	25,000.00	0.00	0.15
	TOTAL APPROPRIATIONS	0.00	0.00	0.00	0.00	0.00	0.00
	NET OF REVENUES & APPROPRIATIONS:	0.00	25,000.00	25,000.00	25,000.00	0.00	0.15
Report Totals:							
	TOTAL ESTIMATED REVENUES - ALL FUNDS	876,910.00	983,035.00	983,035.00	983,035.00	0.00	14,387.67
	TOTAL APPROPRIATIONS - ALL FUNDS	1,231,770.00	870,452.00	870,452.00	870,452.00	0.00	19,851.71
	NET OF REVENUES & APPROPRIATIONS:	(354,860.00)	112,583.00	112,583.00	112,583.00	0.00	(5,464.04)

Fowlerville Community Schools

7677 W. Sharpe Road, Suite A • Fowlerville, MI 48836
(517) 223-6015 • FAX (517) 223-6022
Matthew E. Stuard, Superintendent

May 13, 2025

To: Township of Cohoctah, Township of Conway, Township of Handy, Township of Iosco, and the Village of Fowlerville

Dear Community Partners,

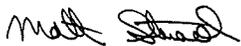
On behalf of Fowlerville Community Schools, I am writing to request that each municipality fulfill the financial obligations outlined in Section 4, Items B and C of the Community Recreation Agreement dated February 20, 2018. This request pertains to the second cost-share payment for the period of January 1, 2025, through June 30, 2025.

Although the 2018 agreement was terminated by all parties effective December 31, 2024, the District chose to continue subsidizing participant registration fees at the same rate established at the beginning of the 2024–2025 fiscal year. This decision was based not only on the agreement’s language, which states that a party’s payment obligation survives withdrawal or termination (Section 4c), but also on our understanding from meeting discussions that participating municipalities would cover their share of the costs through the end of the fiscal year.

We appreciate the collaboration each municipality has shown during the drafting of the new Community Recreation Agreement, as well as the incorporation of District feedback that helped shape a stronger, more sustainable partnership moving forward. We look forward to strengthening and expanding the Community Recreation Program for the benefit of the children and families we collectively serve.

Thank you for your attention to this matter.

Sincerely,



Matt Stuard
Superintendent
Fowlerville Community Schools

FOWLerville RECREATION

7677 W. Sharpe Rd. Ste. A
Fowlerville, Michigan 48836
(517) 223-6477

Jun 30, 2025

Conway Township
Mike Brown
Brande Nogafsky
Tara Foote

The amount due from the Conway Township for the second half of the 2024-2025 Recreation agreement (Jan1 -Jun 30 2025) is \$17,862.08.

Please make check payable to Fowlerville Community Schools and remit to:
Fowlerville Recreation
Attn: Lauri Coe
7677 W. Sharpe Road Ste. A
Fowlerville, Mi. 48836

Thank you.

Sincerely,

Zack Douglass
Fowlerville Recreation Director

Recreation Expenses to Village and Townships for 2024/2025

Second Half Bill Jan-July

Expenses	\$ 340,914.24
Revenue	\$ 271,003.93
Total Due	\$ 69,910.31

	% of Participation	
Conway Township	25.55%	\$ 17,862.08
Handy Township	40.32%	\$ 28,187.84
Iosco Township	17.83%	\$ 12,465.01
Cohoctah Township	4.06%	\$ 2,838.36
Village of Fowlerville	12.24%	\$ 8,557.02
	Total	\$ 69,910.31

		2024/2025		RECREATION ENROLLMENT SUMMARY				NON-PARTICIPANT		
YEAR	ACTIVITY	CONWAY	HANDY	IOSCO	COHOCTAH	VILLAGE	VILLAGE/TWNSP	T	TOTALS	DOWN/UP
2024	FOOTBALL	51	56	30	5	33	175	31	206	-6
2024	CHEERLEADING	24	48	21	5	21	119	10	129	25
2024	SOCCER IN-HOUSE FALL	27	38	22	6	14	107	7	114	5
2024	TRAVEL SOCCER FALL	27	44	16	5	8	100	7	107	-13
2024	GIRLS INHOUSE BASKETBALL	3	4	7	0	3	17	3	20	-5
2024	BOYS INHOUSE BASKETBALL	14	18	5	2	4	43	3	46	-4
2024	TRAVEL BASKETBALL	47	83	41	8	30	209	30	239	0
2024	WRESTLING	5	11	4	3	4	27	8	35	-18
2025	VOLLEYBALL	37	81	25	1	20	164	18	182	10
2025	SOCCER IN-HOUSE SPRING	38	60	27	10	17	152	16	168	-14
2025	TRAVEL SPRING SOCCER	32	55	24	6	10	127	11	138	-8
2025	SOFTBALL	20	34	9	3	11	77	13	90	-4
2025	TRAVEL BASEBALL	31	37	22	3	7	100	14	114	6
2025	IN-HOUSE BASEBALL	28	37	15	4	2	86	13	99	-3
2025	TRACK									
	24/25	384	606	268	61	184	1503	184	1687	-29
	% OF ENROLLMENTS	25.55%	40.32%	17.83%	4.06%	12.24%	100.00%			
	23/24	488	814	309	83	220	1914	223	2214	17
	% OF ENROLLMENTS	25.30%	41.18%	17.85%	4.24%	11.43%	100.00%			

CONWAY TOWNSHIP CEMETERY ORDINANCE

CONWAY TOWNSHIP LIVINGSTON COUNTY, MICHIGAN

(Ordinance No.22)
As amended on May 16, 2023

An ordinance to protect the public health, safety and general welfare by establishing regulations relating to the operation, control, maintenance and management of cemeteries owned, controlled or operated by the Township of Conway, in Livingston County, Michigan; to provide procedures in the event of violation of said ordinance, and to repeal all ordinances or parts of ordinances in conflict therewith.

THE TOWNSHIP OF CONWAY, COUNTY OF LIVINGSTON, MICHIGAN ORDAINS:

Section 1. Title

This Ordinance shall be known and cited as the "Conway Township Cemetery Ordinance."

Section 2. Purpose and Intent

The Conway Township Board recognizes and concludes that the proper and reasonable maintenance, appearance and use of the cemeteries owned or controlled by the Township is an important function of the government of the Township. It is also important that burials, disinterments and other matters associated with a municipal cemetery are handled in a respectful and proper way in order to promote the safety, public health and general welfare of the community. The Township Board finds that the adoption and enforcement of this Ordinance is in the best interests of the property owners and residents of the Township.

Section 3. Definitions

The following words, terms and phrases, when used in this Ordinance, shall have the meanings ascribed to them in this section:

- (a) *Cemetery plot* shall consist of an area in a Township cemetery sufficient to accommodate one burial space for one deceased person for interment. It shall consist of a land area at least thirty-eight (38) inches wide and ninety-six (96) inches in length. Exceptions may be made with Township permission to accommodate infant burial or the burial of cremains.
- (b) *Burial Right* means the right to one interment on a particular cemetery plot; no actual title to property associated with the cemetery plot is granted. Burial rights will be issued on written certificates by the Township.
- (c) *Contractor* means any person, firm or corporation, or anyone other than an employee of the Township engaged in placing, erecting, or repairing any vault, memorial, monument or performing any work on cemetery grounds.
- (d) *Cremains* means the incinerated body of the deceased person.
- (e) *Foundation* means the supporting base or footing of a memorial or monument.
- (f) *Interment* means the disposition of the remains of a deceased human by earth burial.
- (g) *Lot* means an area generally containing a group of cemetery plots.
- (h) *Memorial* means any marker placed upon a cemetery plot for the purpose of identification or in memory of the interred. Permanent markers typically give the name of the deceased, date of birth, and date of death. Non-permanent memorials include flowers and other personal objects.
- (i) *Monument* means an upright memorial.
- (j) *Township* means Conway Township, Livingston County, Michigan.
- (k) *Township cemetery or cemetery* means any cemetery owned, operated and/or controlled by the Township.

Cemeteries?
is this a typo

Section 4. Sale of Burial Rights to Cemetery Plots; Nontransferable

- (a) After the effective date of this Ordinance, burial rights to cemetery plots shall be sold by the Township for the purpose of burial for the purchaser of a cemetery plot, or his or her immediate family. The Township shall provide to each purchaser a copy of this Ordinance, as amended, and the purchaser shall acknowledge receipt of the Ordinance and authority of the Ordinance, as amended, over the burial rights. No sale shall be made to funeral directors or others.
- (b) All sales and transfers of burial rights to cemetery plots shall be made on a form approved by the Township Board and signed by the Township Clerk or other official designated by the Township Board (“designated Township official”) which grants a right of burial only and does not convey any other title or right to the cemetery plot or burial space sold. Such forms shall be signed by the Township Clerk or designated Township official and shall constitute a permit when approved.
- (c) Burial rights may be sold by the Township to any resident, taxpayer, or non-resident of the Township.
- (d) At the time of purchase from the Township, each cemetery plot shall be assigned the name of the specific person who shall be interred in that cemetery plot upon death. If the owner of a burial right to a cemetery plot desires to effectuate a name change regarding the assigned cemetery plot, the Township may allow an assignment or require that person to sell the burial right to that cemetery plot back to the Township and repurchase in the name of another person.
- (e) Burial rights to cemetery plots, purchased under this section, are nontransferable without prior written approval by the Township.
- (f) The Township Board shall have the authority to place a limit on the number of burial rights to cemetery plots sold to a particular person, as well as such person’s family and relatives. Furthermore, the Township shall have the absolute right and discretion to determine whether burial rights to particular cemetery plots will be sold to a specific person and where such cemetery plots will be located and within which Township cemetery. Such decision shall be based upon reasonable factors, including, but not limited to, the number of vacant cemetery plots available and whether family or relatives of the person seeking to purchase burial rights to a cemetery plots are buried adjacent or nearby the cemetery plots requested.
- (g) The Township shall have the right to correct any errors that may be made concerning interments, disinterments, or in the description, transfer or conveyance of burial rights to any cemetery plot, either by canceling the permit for a particular vacant cemetery plot and substituting in lieu thereof another vacant cemetery plot in a similar location within the cemetery at issue or by refunding the money paid for the burial rights to the cemetery plot to the purchaser or the successor of the purchaser. In the event that an error involves the interment of the remains of any person, the Township shall have the right to remove and transfer the remains so interred to another cemetery plot in a similar location in the same Township cemetery in accordance with law.
- (h) The owner of the burial rights to every cemetery plot shall be responsible for notifying the Township whenever that person’s mailing address changes.

Section 5. Purchase Price for Cemetery Plots

- (a) Each burial right to a cemetery plot shall cost a fee set by the Township Board. The lawful owner of the burial rights to any cemetery plot within the Township shall promptly provide the Township Clerk or designated Township official with any change in that owner’s mailing address.
- (b) All charges shall be paid to the Township.
- (c) The Township Board may by resolution periodically alter the fees to accommodate increased costs and needed reserve funds for cemetery maintenance, improvement, restoration, or acquisition.

Section 6. Grave Opening Charges

- (a) The Township may charge reasonable fees for the opening and closing of any cemetery plot, prior to and following a burial therein, and including the interment of ashes. Such fees shall be set from time to time by resolution of the Township Board, payable to the Township.
- (b) No cemetery plot shall be opened or closed except under the direction and control of the Township Sexton or such other individual as may be designated by the Township Board. This subsection (b) shall not apply to any grave opening, disinterment, or similar matter which is done pursuant to a valid court order or under the supervision and direction of local or state health department authorities; however, even in such cases, the Township Sexton or other individual as is designated by the Township Board shall be given at least forty-eight (48) hours' prior notice of when such grave opening or closing will occur.

Section 7. Memorials

- (a) All permanent markers must be comprised of stone or other equally durable composition and shall face the same direction as the markers around them.
- (b) Except for those that existed in a Township cemetery before the effective date of this Ordinance, no monument, memorial, marker, statute, or similar item which exceeds sixty (60) inches in height above normal ground level, including the foundation, or which has a ground surface area exceeding thirty (30) inches in width (or forty-eight (48) inches in width for a double marker) shall be permitted in any Township cemetery. Only one (1) permanent marker shall be permitted per cemetery plot, or one permanent marker in total where two adjoining plots share that one marker. Markers shall be no more than thirty (30) inches in width (or forty-eight (48) inches in width for a double marker), with an overall height of no more than sixty (60) inches above ground level, including the foundation. Individual markers for cremains shall be flush with the ground and shall be no more than twelve (12) inches by twenty-four (24) inches in size.
- (c) The foundation upon which any marker, memorial or monument must be placed, shall be constructed by the Township, or such person(s) as may be designated by the Township. Fees for such work shall be set from time to time by resolution of the Township Board, payable to the Township.
- (d) Should any marker or memorial (including any that was in place before the effective date of this Ordinance) become unsightly, broken, moved off its proper site, dilapidated or a safety hazard, the Township Board shall have the right, at the expense of the owner of the burial rights to the cemetery plot, to correct the condition or remove the same. The Township shall make reasonable attempts to contact the owner of the burial rights to the cemetery plot prior to any such work beginning.
- (e) The maintenance, repair and upkeep of a cemetery memorial, marker, monument, urn or similar item is the responsibility of the heirs or family of the person buried at that location. The Township has no responsibility or liability regarding the repair, maintenance or upkeep of any such marker, memorial, urn or similar item. These repairs must be done by an insured contractor approved by the Township Board.

Section 8. Interment Regulations

- (a) Only one (1) person shall be buried in a cemetery plot, except for a parent and infant child or two (2) children buried at the same time when approved by the Township.
- (b) The Township shall be given not less than 48 hours' prior notice in advance of any funeral to allow for the opening of the cemetery plot. The opening and closing of cemetery plots shall be done only by the Township or such person as are designated by the Township.
- (c) The appropriate permit or form issued by the Township for the cemetery plot involved, together with appropriate identification of the person to be buried therein and the burial-transit permit from the health department, shall be presented to the designated Township official prior to interment. Where such permit or form has been lost or destroyed, the designated Township official must be satisfied, from applicable records, that the deceased person to be buried in the cemetery plot is an authorized and appropriate person for that space before any interment is

commenced or completed.

- (d) The surface of all graves shall be kept in an orderly and neat-appearing manner within the confines of the cemetery plot involved.

Section 9. Disinterments

- (a) No disinterment or the digging up of an occupied grave shall occur without a Township disinterment permit.
- (b) No disinterment or digging up of an occupied grave shall occur until and unless any and all permits, licenses and written authorizations required by law for such disinterment or digging up of an occupied grave have been obtained from any applicable state or county agency, governmental unit or official, and a copy of the same has been filed with the Township.
- (c) The Township Board shall have the authority to refuse to allow a disinterment or the digging up of an occupied grave (and to refuse to issue a Township disinterment permit for the same) if the disinterment or digging up of an occupied grave is not done pursuant to a court order (issued by a court of competent jurisdiction) or does not have a reasonable basis.
- (d) No disinterment permit shall be issued by the Township until the Township disinterment application form (as authorized by the Township Board) has been fully completed (and signed by a properly authorized person) and filed with the Township.

Section 10. Winter Burials

- (a) The Township may charge additional fees for winter burials. Written permission by the next of kin or authorized agent must be obtained prior to winter storage. All winter storage costs shall be paid by next of kin.
- (b) If a winter burial cannot occur due to inclement weather, frozen ground or similar condition, the deceased person may be kept in winter storage provided any arrangements to do so are compliant with all existing laws and by arrangement with the funeral home director. The Township disclaims all liabilities, responsibility and costs associated with any delayed burial.
- (c) No winter burials shall occur without the prior consent of the Township Sexton or the designated Township official.

Section 11. Cremains

- (a) Cremains may be buried in a cemetery plot or in a columbarium that has been installed by the Township within a Township cemetery, provided the cremains are in a container approved by the Township.
- (b) No cremains shall be scattered or dispersed within a Township cemetery, except within areas designated as a cremains garden.
- (c) No more than six (6) cremains may be buried within one cemetery plot. This will be determined by the Township Board based on the cemetery plot size.

Section 12. Grounds Maintenance

- (a) Separate flowerpots, shepherds' hooks and urns may be placed and maintained at the head stones of graves no earlier than May 1 and must be removed no later than October 1 of each year. Decorations will be permitted for holidays falling outside of these dates, but only for one (1) week prior and one (1) week following the holiday. Veteran flags and flag holders shall be governed by the Veteran's Administration rules and guidelines. Grave blankets may be placed no earlier than November 1 and must be removed no later than April 1 of each year.
- (b) No grading, leveling or excavating within a cemetery shall be. No tree, shrub, landscaping or similar plantings shall occur.
- (c) Except for the planting of annuals beside or in front of any permanent marker, no flowers, shrubs, trees or vegetation of any type shall be planted outside of a flowerpot or urn. Annuals planted shall be removed no later than October 1 of each year.

- (d) The Township Board reserves the right to remove or trim any existing trees, plants or shrubs located within a cemetery in the interest of maintaining proper appearance and the use of the cemetery.
- (e) Mounds, bricks, blocks and any borders that hinder the free use of a lawn mower or other gardening apparatus are prohibited.
- (f) The Township Sexton or the designated Township official shall have the right and authority to remove and dispose of any and all growth, emblems, displays, containers and other items that through decay, deterioration, damage or otherwise become or are unsightly, a source of litter or a maintenance problem.
- (g) Surfaces other than earth or sod are prohibited.
- (h) All refuse of any kind or nature including, but not limited to, dried flowers, wreaths, papers and plastic flower containers must be removed from the cemetery within 10 days after a burial.
- (i) No glass containers or items are allowed.
- (j) Except for markers and memorials, including flowers and urns, expressly allowed by this Ordinance, and veteran flags as authorized by law, no other item (including, but not limited to, ornaments, signs, trellises, statues, benches, landscaping, bricks, stones, grave border materials or other structures) shall be installed or maintained within a Township cemetery, nor shall any grading, digging, mounding or similar alteration of the ground or earth occur except as authorized by this Ordinance or by the Township.

Section 13. Disclaimer of Township Liability and Responsibility

Every person who enters, remains in and travels within a Township cemetery does so at their own risk. The Township is not responsible for any injury, accident or other calamity that might occur to any person present in a Township cemetery. Furthermore, the Township is not responsible for any damage or vandalism to, theft of or deterioration of any burial monument, headstone, flower urn or other item placed at or near a cemetery plot, burial site or anywhere in a Township cemetery. The purchaser, transferee or beneficiary of any burial right to a cemetery plot or the equivalent (and all owners, subsequent transferees, assigns, heirs, or beneficiaries), as a condition of ownership, releases, waives, indemnifies and holds harmless the Township for, from and against any injury, damages, causes of action, claims, costs and expenses associated with, relating to and/or involving the cemetery plot or similar right, any memorial, headstone, monument or similar items, and any matter related to the cemetery involved. Such waiver, release and hold harmless provision shall apply not only to the Township, but also to the Township Sexton and any Township employee, officer, official, agent, committee member, or volunteer.

Section 14. Forfeiture of Vacant Cemetery Plots or Burial Rights

- (a) Cemetery plots or burial rights sold after the effective date of this Ordinance and remaining vacant for forty (40) years or more from the date of their sale shall automatically revert to the Township upon the occurrence of the following events: (1) Notice shall be sent by the Township Clerk or the designated Township official by first-class mail to the last known address of the last owner of record informing the owner of the expiration of the 40-year period and that all rights with respect to said burial rights or plots will be forfeited if the owner does not affirmatively indicate in writing to the Township Clerk or the designated Township official within sixty (60) days from the date of mailing of such notice of the owner desire to retain such burial rights; and (2) No written response to said notice indicating a desire to retain the cemetery plots or burial rights in question is received by the Township Clerk or the designated Township official from the last owner of record of said plots or spaces, or the owner's heirs or legal representative, within sixty (60) days from the date of mailing of said notice.
- (b) Unused cemetery plots and burials rights may also be terminated and forfeited after a period of seven (7) years for failing or neglecting to care for and maintain burial spaces pursuant to the procedures and conditions set forth in 1931 PA 46, MCL 128.11, *et seq.*

Section 15. Repurchases of Plots or Burial Rights; Right of First Refusal

- (a) The Township may repurchase any cemetery plot or burial right from the owner for the original purchase price, or other price set by the Township Board, upon the written request of said owner or the owner's legal heirs or representatives.
- (b) The Township shall retain the right of first refusal for the purchase of the burial rights to any plot or lot sold at the original purchase price, or other price set by the Township Board.

Section 16. Records

The Township Clerk or designated Township official shall maintain records concerning all burials, cemetery plots, burial rights, issuance of burial permits and any other records of the Township related to Township cemeteries, and the same shall be open to public inspection at all reasonable Township business hours.

Section 17. Vaults

- (a) All burials shall be within a standard concrete vault (which meets all applicable laws) installed or constructed in each cemetery plot before interment. Vaults of other suitable materials may be allowed at the discretion of the Township. Burial without vaults shall be done only in an area set aside for such burials, if any, and a waiver of liability sign and settlement must be filled in by the heirs.
- (b) Cremains shall be in a container approved by the Township.

Section 18. Cemetery Hours and Rules

- (a) Unless otherwise specified by the Township Board by resolution, all Township cemeteries shall be closed during the hours from 9 p.m. until 7 a.m. the next morning. During those hours, no person shall be present in a Township cemetery. Such prohibition on being present in a Township cemetery during the time when a Township cemetery is closed shall not apply to the Township Sexton, any Township official, a person accompanied by the Township Sexton or other Township official, or any law enforcement or firefighting official when engaged in the lawful duties of any such office or position.
- (b) The Township may post signs on the site of any cemetery displaying hours, applicable rules, and/or maps upon determination by the Township Board that such signs will assist in the safe and peaceful use of the cemetery.

Section 19. Prohibited Uses and Activities

The following prohibitions shall apply within any Township cemetery:

- (a) No person shall destroy, deface, apply graffiti to or otherwise injure any memorial, monument, sign, tree or other lawful item located within a Township cemetery.
- (b) No person shall disturb the peace or unreasonably annoy, harass or disturb any other person who is lawfully present on the grounds of any Township cemetery.
- (c) There shall be no entry or presence in the cemetery by any person when the cemetery is closed or outside of authorized times.
- (d) There shall be no destruction of cemetery property.
- (e) There shall be no destruction, defacing, or cutting of any tree or plant within a cemetery.
- (f) There shall be no headstones, ornaments, vases, plastic flowers, fences, benches, trellises, statues, signs or any other item placed, kept, installed or maintained in a cemetery except those expressly allowed by this Ordinance.
- (g) There shall be no disturbing of the peace or engaging in any loud or boisterous conduct.
- (h) There shall be no digging, grading or mounding unless expressly authorized by this Ordinance.
- (i) There shall be no driving of an automobile, truck or any vehicle on any portion of a cemetery

except the designated roads or drives.

- (j) There shall be no snowmobiles, four-wheelers, go-carts or similar vehicles permitted.
- (k) There shall be no gathering of persons in excess of 75 people without prior Township approval (except during or incidental to a funeral occurring concurrent with burial).
- (l) There shall be no disinterment or grave openings unless approved by the Township.
- (m) There shall be no possession or consumption of any alcoholic beverage.
- (n) There shall be no music, playing of any radio, or the use of any amplification device or similar item, except pursuant to a military ceremony or a funeral.
- (o) There shall be no solicitation or peddling of services or goods or any signs or placards advertising any goods or services.
- (p) There shall be no littering or dumping.
- (q) There shall be no unlawful interference with or disruption of a funeral or funeral procession.
- (r) There shall be no private signs, lighting, moving displays or changeable copy on a sign.
- (s) There shall be no fires, candles, or open flames.
- (t) No children under twelve (12) years of age shall be allowed in any Township cemetery unless accompanied by an adult and are properly supervised by an adult.
- (u) There shall be no exceeding of posted speed limits (5 miles per hour).
- (v) There shall be no domestic animals of any kind or pets allowed within the cemetery grounds. However, this prohibition shall not apply to service and support animals.
- (w) No firearms or archery arrows shall be discharged or shot except that military or other veterans organizations may carry arms for the purpose of firing over the grave at the burial of a member.
- (x) No person shall engage in any fight, quarrel or disturbance.
- (y) Cremains or ashes of a deceased person shall not be scattered or dispersed.
- (x) There shall be no dumping, vandalizing or tipping over of any lawful garbage container or receptacle.
- (aa) No rubbing of or use of any chemicals on or around the memorials or headstones.
- (bb) No weed killer shall be placed around memorials or headstones.

Section 20. Authority of the Township Sexton

- (a) The Township Board may appoint a Township Sexton, who shall serve at the discretion of the Township Board. The Township Sexton may be a Township employee or independent contractor for the Township at the discretion of the Township Board.
- (b) The Township Sexton shall assist other Township officials with the enforcement and administration of this Ordinance.
- (c) The Township Sexton shall have such duties and obligations with regard to Township cemeteries as may be specified from time to time by the Township Board.

Section 21. Fees

The Township Board shall have the authority to set fees pursuant to this Ordinance from time to time. Such fees can include, but are not limited to, fees for burial rights to a cemetery plot, burial permit, disinterment permit, grave opening, setting of foundations, grave closing, winter or holiday burial, transfer fees for burial rights to cemetery plots, and other matters.

Section 22. Applicability of this Ordinance

- (a) This Ordinance shall apply only to cemeteries owned, controlled or operated by the Township.
- (b) The maintenance and care restrictions of this Ordinance shall not apply to Township officials or

their agents or designees involved with the restoration, improvement, maintenance, administration or care of a Township cemetery.

- (c) The provisions of this Ordinance shall not apply to police officers or firefighting officials or officers involved in carrying out their official duties.

Section 23. Interpretation/Appeals to the Township Board

- (a) The Township Board shall have the authority to render binding interpretations regarding any of the clauses, provisions or regulations contained in this Ordinance and any rule or regulation adopted pursuant to this Ordinance, as well as their applicability. The Township Board (or its designee) is also authorized to waive application of the strict letter of any provision of this Ordinance or any rules or regulations promulgated under this Ordinance where practical difficulties in carrying out the strict letter of this Ordinance or any rules or regulations related thereto would result in hardship to a particular person or persons or the public. Any such waiver, however, must be of such a character as it will not impair the purposes and intent of this Ordinance.
- (b) Any party aggrieved by any interpretation or decision made by the Township Sexton or any designated Township official, agent or contractor pursuant to this Ordinance, as well as any matter relating to a Township cemetery, burial rights to a cemetery plot, or other matter arising pursuant to this Ordinance, shall have the right to appeal that determination/decision or matter to the Township Board. Any such appeal shall be in writing and shall be filed with the Township within thirty (30) days of the date of the decision, determination or other matter being appealed from. The Township shall give the aggrieved party who filed the written appeal with the Township at least ten (10) days' prior written notice of the meeting at which the Township Board will address the matter unless an emergency is involved, in which case the Township shall utilize reasonable efforts to notify the aggrieved party who filed the appeal of a special or emergency meeting of the Township Board at which the matter will be addressed. Pursuant to any such appeal, the decision of the Township Board shall be final.
- (c) The Township Board may set a fee or fees for any such appeal from time to time by resolution.

Section 24. Authority of the Township to Remove Unauthorized or Unlawful Items from a Township Cemetery

Any memorial, monument, marker, planting, trellis, personal item, urn, flowers or foliage (whether real or artificial), structure, flag (except for lawful veterans flags), or other item that has been placed, installed, left or maintained in any Township cemetery in violation of this Ordinance, any Township rule or regulation regarding Township cemeteries, or any county, state or federal law, statute or regulation may be removed by the Township from the Township cemetery at any time and destroyed or disposed of by the Township without any prior notice to, permission from, or liability or obligation to the persons who left, installed, maintained or kept such item in the Township cemetery. No such item (including, but not limited to, a memorial, monument, marker, planting, trellis, personal item, urn, flowers or foliage, structure, flag, or similar item) can be installed, placed, maintained or kept in a Township cemetery unless expressly authorized by this Ordinance or a written rule or policy of the Township. Even if such an item is authorized to be installed, kept, maintained or left in a Township cemetery, the Township shall still have the discretion to remove any such item at any time and dispose of the same without prior notice to, consent from or liability to the person or persons who installed, maintained or left such item in a Township cemetery.

Section 25. Enforcement

A violation of this Ordinance (or of any rule or regulation adopted pursuant to this Ordinance) constitutes a municipal civil infraction and may be prosecuted according to the policies and procedures of the Conway Township Municipal Civil Infraction Ordinance. The Township may enforce the provisions of this Ordinance by any other method permitted by ordinance or applicable law. Each day during which any violation continues shall be deemed a separate violation. A violation of any permit or permit condition issued pursuant to this Ordinance shall also constitute a violation of this Ordinance.

Section 26. Township Officials Who Can Enforce this Ordinance

Unless otherwise specified by the Township Board, the following officials shall have the authority to enforce this Ordinance and to issue municipal civil infraction citations/tickets pursuant to this Ordinance:

- Sworn Law Enforcement Officer

Section 27. Severability

The provisions of this Ordinance are hereby declared to be severable and should any provision, section or part thereof be declared to be invalid or unconstitutional by any court of competent jurisdiction, such decision shall only affect the particular provision, section or part thereof involved in such decision and shall not affect or invalidate the remainder of this Ordinance, which shall continue in full force and effect.

Section 28. Effective Date; Conflicts

This Ordinance shall become effective thirty (30) days after a copy of this Ordinance (or summary thereof), or any amendments as applicable, appears in the newspaper. All ordinances or parts of ordinances in conflict herewith are hereby repealed.

ORDINANCE DECLARED ADOPTED on July 20, 2010, Resolution Number 2010-07-20-3. Amended on November 20, 2018, Resolution Number 181120-01, and on May 16, 2023, Resolution Number 230516-01.

CERTIFICATION

I hereby declare that the above is a true copy of an ordinance amendment by Resolution by the Conway Township Board at a general meeting held on May 16, 2023, at the Conway Township Hall, pursuant to the required statutory procedures.

May 16, 2023

Elizabeth Whitt, Conway Township Clerk

SLFRF Compliance Report - MI4704 - P&E Report - 2025

Report Period : Annual March 2025

Recipient Profile

Recipient Information

Recipient UEI	F9QNDNJVLJ27
Recipient TIN	382495473
Recipient Legal Entity Name	Conway Township, MI
Recipient Type	Metro City or County
FAIN	
CFDA No./Assistance Listing	
Recipient Address	8015 N Fowlerville Road
Recipient Address 2	PO Box 1157
Recipient Address 3	
Recipient City	Fowlerville
Recipient State/Territory	MI
Recipient Zip5	48836
Recipient Zip+4	0000
Recipient Reporting Tier	Tier 5. Metropolitan cities and counties with a population below 250,000 residents that are allocated less than \$10 million in SLFRF funding, and NEUs that are allocated less than \$10 million in SLFRF funding
Base Year Fiscal Year End Date	3/31/2024
Discrepancies Explanation	
Is the Recipient Registered in SAM.Gov?	Yes

Project Overview

Up to and including this reporting period, have revenue replacement funds been allocated to government services and reflected in the below projects?	Yes
Recipient attestation that any amount not reported as obligated in this report, and will need to be returned to Treasury.	No

Project Name: Drain Project with Liv County

Project Identification Number	ARPA 04
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Cancelled
Total Cumulative Obligations	\$0.00
Total Cumulative Expenditures	\$0.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	The Livingston County Drain Commission is partnering with us and committing some of their ARPA funds to do some major work on four drains in the township. This is infrastructure work that is badly needed. The actual scope of work and estimates were provided to us by the drain commission.

Project Name: Council Chambers Furnishings

Project Identification Number	ARPA03
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Total Cumulative Obligations	\$11,850.00
Total Cumulative Expenditures	\$11,850.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Dais and lectern for meetings.

Project Name: Security Solutions

Project Identification Number	Building Security
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Total Cumulative Obligations	\$9,429.00

Total Cumulative Expenditures	\$9,429.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Maintenance to our building to keep our employees and customers safe.

Project Name: Detention and Landscaping

Project Identification Number	Building Property
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Total Cumulative Obligations	\$20,000.00
Total Cumulative Expenditures	\$20,000.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Maintenance on the land surrounding our township building. The detention pond north of the building maintenance.

Project Name: Windows

Project Identification Number	Security Solutions
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Total Cumulative Obligations	\$7,985.00
Total Cumulative Expenditures	\$7,985.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Installing windows that provide our employees and customers with more safety.

Project Name: Security Film on exterior windows

Project Identification Number	Film
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Total Cumulative Obligations	\$6,551.00
Total Cumulative Expenditures	\$6,551.00
Current Period Obligations	\$0.00
Current Period Expenditures	\$0.00
Project Description	Security film on exterior windows

Project Name: Roads- Pave Fowlerville Rd.

Project Identification Number	Roads
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed less than 50%
Total Cumulative Obligations	\$293,070.28 -
Total Cumulative Expenditures	\$125,000.00
Current Period Obligations	\$125,000.00
Current Period Expenditures	\$125,000.00
Project Description	Repaving of Fowlerville Rd. from Hayner Rd. to Lovejoy Rd.

Project Name: General Ledger Conversion

Project Identification Number	BS&A
Project Expenditure Category	6-Revenue Replacement
Project Expenditure Subcategory	6.1-Provision of Government Services
Status To Completion	Completed
Adopted Budget	\$30,485.00
Total Cumulative Obligations	\$30,485.00
Total Cumulative Expenditures	\$30,485.00
Current Period Obligations	\$19,535.00
Current Period Expenditures	\$19,535.00
Project Description	General Ledger software conversion to Fund Accounting program.

Report

Revenue Replacement

Is your jurisdiction electing to use the standard allowance of up to \$10 million, not to exceed your total award allocation, for identifying revenue loss?	Yes
Revenue Loss Due to Covid-19 Public Health Emergency	\$379,370.28
Were Fiscal Recovery Funds used to make a deposit into a pension fund?	No
Please provide an explanation of how revenue replacement funds were allocated to government services	We have obligated all of our funds, but not fully expended them.

Overview

Total Obligations	\$379,370.28
Total Expenditures	\$211,300.00
Total Adopted Budget	\$30,485.00
Total Number of Projects	8
Total Number of Subawards	0
Total Number of Expenditures	0

Have you expended \$750,000 or more in federal award funds during your most recently completed fiscal year?	No
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Certification

Authorized Representative Name	Leah Blevins
Authorized Representative Telephone	517-223-0358
Authorized Representative Title	Deputy Clerk
Authorized Representative Email	deputyclerk@conwaymi.gov
Submission Date	4/25/2025 10:00 AM

Conway Township Policy Number 24

Assessor Accessibility Policy

- I. PURPOSE Public Act 660 of 2018, was approved by Governor Snyder on December 28, 2018, and amended the General Property Tax Act to provide a statutory framework to ensure proper assessing in order to guarantee the highest quality assessments for taxpayers as well as local units. The Property Assessing Reform Act defines the requirements for substantial compliance with the General Property Tax Act, provides timelines for audits and follow-up audits, and details a process for bringing a local unit into compliance if they remain non-compliant after a follow-up review. PA 660 contains several requirements in statute (MCL 211.10g (1)) that local units and assessors must follow. Local units are required to ensure that all requirements are being met beginning in the 2022 tax year. Subject to state tax commission guidelines the local unit is required to publish a policy under which its assessor's office is reasonably accessible to taxpayers.
- II. The Conway Township Assessor's Office policies are consistent with Michigan Statutes and acceptable assessment practices with the goal of excellence in accuracy, transparency, and efficiency.
- III. The Assessor's Office is open to inspect and review public records, request copies, submit paperwork, or speak with an assessing department staff member.
- IV. The Assessor's Office business hours are Wednesday, 9:00 AM to 3:00 PM, with the exception of observed holidays.
- V. Taxpayers may submit inquiries to the Assessor, **Brande Nogafsky**, via email at assessor@conwaymi.gov or by telephone at (517) 223-0358 EXT 101. The estimated response time to inquiries is less than seven (7) business days.
- VI. Taxpayers may arrange an in-person inquiry with an assessing staff representative to discuss their property's assessment or issues by calling (517) 223-0358 EXT 101 or by email at assessor@conwaymi.gov.
- VII. Taxpayer requests for inspection or production of records maintained by the Assessor's Office may be made in person or by calling (517) 223-0358 EXT 101 or by email at assessor@conwaymi.gov. A Freedom of Information Act (FOIA) request may be requested through the Clerk's Office.
- VIII. Assessment and property information can be obtained using the Assessor's Office website at ConwayMI.gov. The information can be accessed through the township's website by selecting the "**Find assessing information and property details by clicking [here](#).**" The link navigates to the BS&A online services website. <https://bsaonline.com/?uid=545>
- IX. Taxpayers may have their assessment reviewed by the Assessor's Office at any time to informally hear and resolve disputes prior to the March Board of Review. Taxpayers are encouraged to contact the Assessor's Office at (517) 223-0358 EXT 101 or assessor@conwaymi.gov to discuss any issues or concerns. Filing a protest with the Board of Review is necessary to protect the right to further appeal residential valuation and exemption disputes to the Michigan Tax Tribunal and classification appeals to the State Tax Commission.

LIVINGSTON COUNTY ROAD COMMISSION

3535 Grand Oaks Drive • Howell, MI 48843-8575

(517) 546-4250 • Fax (517) 546-9628

www.LivingstonRoads.org



April 10, 2025

Mr. Mike Brown, Supervisor
Conway Township
P.O. Box 1157
Fowlerville, MI 48836-1157

Re: Owosso Road

Dear Mr. Brown:

Per your request, we are providing you with an estimate for improvements to the section of Owosso Road between Chase Lake Road and Sherwood Road (approximately 5,300 feet). The proposed estimate consists of tree work, limited drainage, and the placement of approximately eight (8) inches of 21AA limestone. The estimate for this work is \$247,000.00.

This is a border road with Cohoctah Township. These projects are typically cost shared with the adjoining township.

Please contact Todd Musson or myself if you have any questions or wish to have a contract prepared for this project.

Sincerely,

Trevor Bennett
Director of Operations

Cc: Todd Musson, LCRC District 1 Foreman
File

Road Fund:	\$339,799.38
ARPA Fund:	<u>\$293,070.27</u>
TOTAL:	\$632,829.65

Owosso Road Project:	\$ 82,333.33
Fowlerville Road Project:	\$355,000.00
Chloride for 2025:	<u>\$ 90,000.00</u>
TOTAL Cost:	\$527,333.33

ARPA After these projects: \$0

Remaining in Road Fund: \$105,498.32

HEADLAND SOLAR PROJECT COST SHARING AGREEMENT

This Headland Solar Project Cost Sharing Agreement (the “Agreement”) is entered into by and between Cohoctah Township (“Cohoctah”), a Michigan general law township with offices at 10518 Antcliff Road, Fowlerville, MI 48836, and Conway Township (“Conway”), a Michigan general law township with offices at 8015 N. Fowlerville Road, Fowlerville, MI 48836 (collectively, the “Townships” or the “Parties”).

WHEREAS, the Townships are adjacent Townships in Livingston County; and,

WHEREAS, Ranger Power advised both Townships that it intends to file an application for a utility-scale solar electric generation and battery storage facility (the “Headland Solar Project”); and,

WHEREAS, the Headland Solar Project is planned for both Townships; and,

WHEREAS, the Townships desire to share the costs of reviewing the Headland Solar Project.

NOW, THEREFORE, the Townships agree as follows:

- 1. Scope of Services Covered.** This Agreement covers the joint costs of reviewing the Headland Solar Project. The costs that will be shared jointly include all costs stemming from legal counsel, experts, consultants, studies, and reports related to the Townships’ reviews of the Headland Solar Project (the “Services”). Costs incurred for meetings and attendance by consultants will not be shared but deducted by each Township from the escrow held by that Township.
- 2. Cost Sharing.** The cost of the Services will be shared jointly and equally between the Townships so that each Township will be responsible for 50% of the cost of the Services, which will be paid out of the escrow account funded by Ranger Power and/or Headland Solar.
- 3. Payments.**
 - A. Whenever practicable, invoices and bills for the Services should be sent to each Township in an amount equal to 50% of the total cost of the Services (“Split Invoices”).
 - B. When Split Invoices are not practicable, whichever Township contracting for or purchasing the Services will pay for the Services in whole (the “Paying Township”). The Paying Township is responsible for sending an invoice to the Non-Paying Township for 50% of the total cost of the Services for which the Paying Township paid or will pay. The Non-Paying Township must reimburse the Paying Township within 30 days of receipt of the invoice and may pay such amounts from the escrow account funded by Ranger Power and/or Headland Solar.

4. Confidentiality.

- A. Any non-public or confidential information obtained by a Township through this Agreement may not be disclosed by the receiving Township without prior consent of the other Township except as required by law.
- B. When disclosure of obtained information is required by law, the receiving Township shall notify the other Township as soon as is reasonably practicable of the required disclosure.
- C. The Townships acknowledge that each are represented by the law firm of Foster, Swift, Collins & Smith, P.C. (the "Firm"). The Townships agree that communications between either Township and the Firm or between the Firm and the Townships jointly related to Ranger Power and/or the Headland Solar Project may be shared with the other Township pursuant to the common interest doctrine. Such sharing of communications does not waive the attorney-client privilege protection of such communications with regard to any other person or entity. The Townships agree that documents produced by the Firm related to the Headland Solar Project for the benefit of either Township may be shared with both Townships and that such sharing of documents or other work products does not waive the attorney-client privilege or the attorney work product privilege doctrine of such communications and/or documents.

5. **Term.** This Agreement takes effect on May 1, 2025, and continues indefinitely or until terminated as provided within this Agreement.

6. Termination.

- A. This Agreement may be terminated immediately upon written notice to the non-terminating Township and the Firm. Such notices shall be sent to the following addresses:

Cohoctah Township
Attn: Supervisor
10518 Antcliff Road
Fowlerville, MI 48836

Conway Township
Attn: Supervisor
P.O. Box 1157
Fowlerville, MI 48836

Foster Swift
Attn: Michael Homier
1700 E. Beltline Ave. NE
Suite 200
Grand Rapids, MI 49525

- B. Any Services which have been contracted or paid for prior to the date of the notice of termination are subject to the cost sharing provisions of this Agreement.
- C. The confidentiality requirements of this Agreement will remain in effect and survive any termination of this Agreement.

7. Miscellaneous Provisions.

- a. Severability. If any provision of this Agreement is determined to be invalid, illegal, or unenforceable by a court of competent jurisdiction, the remaining provisions of this Agreement shall continue to be valid and enforceable. The invalid, illegal, or

unenforceable provision shall be deemed modified to the extent necessary to render it valid and enforceable, and the rights and obligations of the Parties shall be construed and enforced accordingly, preserving to the fullest permissible extent the intent and agreements set forth in this Agreement.

- b. Entire Agreement. This Agreement is the entire agreement between the Parties with respect to its subject matter. This Agreement supersedes and replaces any prior written or oral agreements between the Parties on this subject matter.
- c. Amendment. This Agreement may be amended only by a writing signed by both Parties.
- d. Counterparts. This Agreement may be executed by any number of counterparts all of which together shall be one original document.

The Parties, by their authorized representatives, have executed this Agreement as indicated below:

COHOCTAH TOWNSHIP

By: Mark Fosdick
Its: Supervisor
Dated:

By: Barb Fear
Its: Clerk
Dated:

CONWAY TOWNSHIP

By: Mike Brown
Its: Supervisor
Dated:

By: Tara Foote
Its: Clerk
Dated:

May 12, 2025

Mike Brown
Conway Township Supervisor
8015 N. Fowlerville Road
Fowlerville, MI 48836

RE: Headland Solar Project - Permit Review
Conway Township, Livingston County, Michigan
Letter Agreement for Professional Engineering Services

Mr. Brown:

At your request, we propose to provide professional engineering services relating to the review of Ranger Power's Headland Solar Project Permit Application. Our review will be related to environmental impacts due to the proposed installation of solar and battery storage facilities.

BACKGROUND

It is to our understanding that there is a large solar and battery storage project proposed for both Cohoctah and Conway Townships in Livingston County. Both Cohoctah and Conway Townships have expressed concerns related to the potential environmental impacts associated with the installation of these facilities. Therefore, you have asked for our professional assistance with reviewing the potential environmental impacts caused by this work such as stormwater runoff, soil contamination, noise pollution, light pollution, etc.

SCOPE OF PROFESSIONAL SERVICES

Based upon our correspondence with you, Spicer Group proposes to provide as-needed professional engineering services related to the stormwater review, consultation, and summary of the submittals and plans for the Headland Solar Project. Generally, our proposed scope of work for this type of project will include the following:

- Environmental review of submittals provided by Conway Township
- Coordination and meeting with Conway Township Staff
- Coordination with Ranger Power, if needed
- Coordination and meeting with County Drain Commissioner staff, if needed
- Summary letter of our findings

Fee Schedule

Our fees are based on our standard hourly rates; therefore, invoices will be for the actual hours of service provided on this project. Due to the nature of this work, we propose to bill you hourly as-needed for our work regarding this matter, with a not to exceed amount of \$10,000.

We will submit monthly invoices to you for services furnished and for any reimbursable expenses. Should we approach the amount of the fee for any reason before we are finished with the work, if the

May 12, 2025

Page 2 of 2

scope changes or our understanding is incorrect, we will notify you and discuss with you the option of adjusting the amount of the fee or adjusting the scope of services.

In addition to the additional services form, attached to this letter is a copy of our general conditions for our services which are part of this agreement. Any changes to this agreement must be agreed to by both of us in writing.

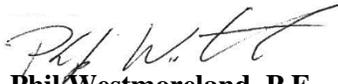
If this proposal meets with your approval, please acknowledge this approval with an authorized signature below and return it to our office. We deeply appreciate your confidence in Spicer, and we look forward to working with you and for you on your project.

Sincerely,



Richard V. Graham III, P.E.

Project Manager



Phil Westmoreland, P.E

Principal

SPICER GROUP, INC.

125 Helle Blvd, Suite 2

Dundee, MI 48131

Phone: (734) 823-3308

Encl: Spicer Group General Conditions

CC: 1385000SG2025

Above proposal accepted and approved
by Owner.

Conway Township

By: _____

Authorized Signature

Date: _____

GENERAL CONDITIONS FOR PROFESSIONAL SERVICES

SECTION 1 - GENERAL

1.1 **The Agreement.** This Agreement is made by and between SPICER GROUP, INC. (hereinafter referred to as "PROFESSIONAL") and the client who accepted the attached proposal (hereinafter referred to as "CLIENT"). The Agreement between the parties consists of these General Conditions for Professional Services, as well as the attached proposal, and any exhibits or attachments noted in the proposal. Together, these items shall constitute the entire Agreement between the parties and supersedes any prior negotiations, correspondence, or agreements either written or oral. Any changes to this Agreement must be mutually agreed to in writing between the parties. CLIENT represents that it has full authority to enter into this Agreement and that the representative signing this Agreement for CLIENT has full authority to do so. CLIENT further represents that it has all right, title and interest to the project to which the services under this Agreement are being provided.

1.2 **Ownership of Instruments of Service.** All reports, plans, specifications, computer files, field data, notes and other documents and instruments prepared by PROFESSIONAL are instruments of service and shall remain the property of PROFESSIONAL. PROFESSIONAL shall retain all common law, statutory and other reserved rights, including the copyrights thereto.

1.3 **Covenant not to Hire.** CLIENT agrees that during the term of this Agreement and for a period of one (1) year thereafter that it will not hire for its own employment any person employed by PROFESSIONAL.

1.4 **Standard of Care.** Services performed by PROFESSIONAL under this Agreement will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing in the same locality under the same or similar conditions. PROFESSIONAL provides no warranty, guarantee or other representation, express, implied or otherwise, in connection with this Agreement, or in any report, opinion, document or other deliverable or instruments of service.

1.5 **Defects in Service.** CLIENT and CLIENT's personnel, contractors and subcontractors shall, upon discovery, promptly notify PROFESSIONAL in writing of any defects or deficiencies in PROFESSIONAL's services, in order that PROFESSIONAL may take measures which in PROFESSIONAL's opinion will minimize the consequences of such defect or deficiency in service. PROFESSIONAL shall not be responsible for additional costs due to delay in reporting defects in service.

1.6 **Reimbursable Expenses.** Reimbursable expenses mean the actual expenses incurred by PROFESSIONAL or PROFESSIONAL's independent professional associates or consultants, directly or indirectly in connection with the project, such as expenses for; transportation and subsistence incidental thereto; obtaining bids or proposals from contractor(s); providing and maintaining field office facilities including furnishings and utilities; subsistence and transportation of Resident Project Representatives and their assistants; toll telephone calls and courier services; reproduction of reports, drawings, specifications, bidding documents, and similar project-related items; and, if authorized in advance by CLIENT, overtime requiring higher than regular rates.

1.7 **Standard Hourly Rates.** The standard hourly rates used as a basis for payment mean those rates in effect at the time that the service is performed, for all PROFESSIONAL's personnel engaged directly on the project, including, but not limited to, architects, engineers, surveyors, designers, planners, drafters, specification writers, estimators, other technical and business personnel. The Standard Hourly Rates include salaries and wages, direct and indirect payroll costs and fringe benefits. The Standard Hourly Rates of personnel of PROFESSIONAL will be adjusted periodically to reflect changes in personnel and in PROFESSIONAL's overall compensation procedures and practices.

1.8 **Limitation of Liability.** In recognition of the relative risks and benefits of the project to both PROFESSIONAL and CLIENT, the risks have been allocated such that the CLIENT agrees, to the fullest extent permitted by law, and notwithstanding any other provision of this Agreement, that the total liability, in the aggregate, of PROFESSIONAL and PROFESSIONAL's officers, directors, partners, employees and subconsultants, and any of them, to the CLIENT and anyone claiming by or through the CLIENT, for any and all claims, losses, costs or damages of any nature whatsoever or claims expenses from any cause or causes, including attorneys' fees, costs and expenses, shall not exceed \$10,000, or the total compensation received by PROFESSIONAL under this Agreement, whichever is greater. It is intended that this limitation apply to any and all liability or cause of action however alleged or arising, unless otherwise prohibited by law.

1.9 **Indemnification.** PROFESSIONAL agrees, to the fullest extent permitted by law, to indemnify and hold harmless the CLIENT, its officers, directors and employees from and against damages or liabilities, to the extent caused by the PROFESSIONAL's negligent performance of professional services under this Agreement including that of its subconsultants or anyone for whom the PROFESSIONAL is legally liable.

CLIENT agrees, to the fullest extent permitted by law, to indemnify and hold harmless the PROFESSIONAL, its officers, directors, employees and subconsultants from and against damages or liabilities, to the extent caused by CLIENT's negligent acts, errors or omissions in connection with the project as well as the acts, errors or omissions of its contractors, subcontractors or consultants or anyone for whom CLIENT is legally liable.

Neither CITY nor PROFESSIONAL shall be obligated to indemnify the other party in any manner whatsoever for the other party's own negligence.

1.10 **Severability.** Any term or provision of this Agreement found to be invalid under any applicable statute or rule of law shall be deemed omitted and the remainder of this Agreement shall remain in full force and effect.

1.11 **Survival.** Notwithstanding completion or termination of this Agreement for any reason, all rights, duties and obligations of the parties to this Agreement shall survive such completion or termination and remain in full force and effect.

until fulfilled.

1.12 Assignment. Neither party to this Agreement shall transfer, sublet or assign any rights under or interest in this Agreement (including but not limited to monies that are due or monies that may be due) without the prior written consent of the other party. Subcontracting to subconsultants normally contemplated by the PROFESSIONAL shall not be considered an assignment for purposes of this Agreement.

1.13 Betterment. In no event will the PROFESSIONAL be responsible for any cost or expense that provides betterment, upgrades, or added value to the project, regardless of whether PROFESSIONAL or PROFESSIONAL's officers, directors, partners, employees or subconsultants is determined to have caused or contributed to such cost or expense.

1.14 Mediation. Any claims or disputes made during design, construction or after completion of the project between the CLIENT and PROFESSIONAL shall be submitted to non-binding mediation. CLIENT and PROFESSIONAL agree to include a similar mediation agreement with all contractors, subcontractors, consultants, suppliers and fabricators, thereby providing mediation as the primary method for dispute resolution between all parties. Unless otherwise agreed in writing, the mediation shall be governed by the current Construction Industry Mediation Rules of the American Arbitration Association ("AAA"). Mediation shall be a condition precedent to the initiation of any other dispute resolution process, including court actions.

1.15 Changed Conditions. If, during the term of this Agreement, circumstances or conditions that were not originally contemplated by or known to PROFESSIONAL are revealed, to the extent that they affect the scope of services, compensation, schedule, allocation of risks or other material terms of this Agreement, PROFESSIONAL may request an appropriate adjustment of this Agreement. PROFESSIONAL shall notify CLIENT of the changed conditions necessitating an adjustment, and PROFESSIONAL and CLIENT shall promptly and in good faith enter into discussions for an appropriate adjustment of this Agreement to address the changed conditions.

1.16 Hazardous Materials. Both parties acknowledge that PROFESSIONAL's scope of services does not include any services related to the presence of any hazardous or toxic materials. As such, under no circumstance shall PROFESSIONAL have any responsibility for the discovery, presence, handling, removal or disposal of, or exposure of persons to, hazardous materials or toxic substances in any form at the project site or any adjacent area that may affect the project.

1.17 Governing Law & Jurisdiction. CLIENT and PROFESSIONAL agree that this Agreement and any legal actions concerning its validity, interpretation and performance shall be governed by the laws of the State of Michigan.

SECTION 2 – FINANCIAL & USE OF DOCUMENTS

2.1 Billing and Payment Terms. *Payment Due:* Invoices shall be submitted by PROFESSIONAL (monthly) payment is due upon presentation and shall be considered past due if not paid within thirty (30) calendar days of the due date. *Interest:* If payment in full is not received by PROFESSIONAL within thirty (30) calendar days of the due date, invoices shall bear interest at one-and one-half (1.5) percent of the PAST DUE amount per month, which shall be

calculated from the invoice due date. Payment thereafter shall first be applied to accrued interest and then to the unpaid principal.

2.2 Suspension of Services. If CLIENT fails to make payments when due or otherwise is in breach of this Agreement, PROFESSIONAL may elect to suspend performance of service upon ten (10) calendar day's notice to CLIENT. PROFESSIONAL shall have no liability whatsoever to CLIENT for any costs or damages as a result of such suspension caused by any breach of this Agreement by CLIENT. Upon payment in full by CLIENT, PROFESSIONAL shall resume services under this Agreement, and the time scheduled and compensation shall be equitably adjusted to compensate for the period of suspension plus any other reasonable time and expenses necessary for PROFESSIONAL to resume performance.

2.3 Termination of Services. If CLIENT fails to make payment to PROFESSIONAL in accordance with the payment terms herein, this shall constitute a material breach of this Agreement and shall be cause for termination of this Agreement by PROFESSIONAL upon ten (10) calendar days' notice to CLIENT. PROFESSIONAL shall be paid in full for all services performed and expenses incurred through the date of termination upon presentment of PROFESSIONAL's final invoice. CLIENT shall have no right to withhold, back-charge or set-off against any amounts owed to PROFESSIONAL, regardless of whether the invoice or amount owed is for a monthly, suspension or termination related invoice.

2.4 Collection of Costs. In the event legal action is necessary to enforce the payment terms of this Agreement, PROFESSIONAL shall be entitled to collect from CLIENT any sums due, plus reasonable attorneys' fees, court costs and other expenses incurred by PROFESSIONAL in connection therewith and, in addition, the reasonable value of PROFESSIONAL's time and expenses spent in connection with such collection action, according to PROFESSIONAL's hourly fee schedule.

2.5 Delays. The OWNER agrees that PROFESSIONAL is not responsible for damages arising directly or indirectly from any delays for causes beyond PROFESSIONAL's control. For purposes of this Agreement, such causes include, but are not limited to, strikes or other labor disputes; severe weather disruptions or other natural disasters; fires, riots, war or other emergencies or acts of God; failure of any government agency to act in timely manner; failure of performance by CLIENT or CLIENT's contractors or consultants; or discovery of any hazardous substances or differing site conditions.

In addition, if the delays resulting from any such causes increase the cost or time required by PROFESSIONAL to perform its services in an orderly and efficient manner, PROFESSIONAL shall be entitled to an equitable adjustment to its schedule and/or compensation.

2.6 Delivery and Use of Electronic Files. In accepting and utilizing any drawings, reports and data on any form of electronic media generated and furnished by the PROFESSIONAL, CLIENT agrees that all such electronic files are instruments of service of PROFESSIONAL, who shall be deemed the author, and shall retain all common law, statutory law and other rights, including copyrights.

CLIENT agrees not to reuse these electronic files, in whole or in part, for any purpose other than for the project. CLIENT agrees not to transfer these electronic files to others without the prior written consent of PROFESSIONAL. CLIENT further agrees to waive all claims against PROFESSIONAL resulting in any way from any unauthorized

changes to or reuse of the electronic files for any other project by anyone other than PROFESSIONAL.

CLIENT and PROFESSIONAL agree that any electronic files furnished by either party shall conform to the original specifications. Any changes to the original electronic specifications by either CLIENT or PROFESSIONAL are subject to review and acceptance by the other party. Additional services by PROFESSIONAL made necessary by changes to the electronic file specifications shall entitle PROFESSIONAL to additional compensation.

Electronic files furnished by either party shall be subject to an acceptance period of fourteen (14) days during which the receiving party agrees to perform appropriate acceptance tests. The party furnishing the electronic file shall correct any discrepancies or errors detected and reported within the acceptance period. After the acceptance period, the electronic files shall be deemed to be accepted and neither party shall have any obligation to correct errors or maintain electronic files.

CLIENT is aware that differences may exist between the electronic files delivered and the printed hard-copy construction documents. In the event of a conflict between the signed construction documents prepared by PROFESSIONAL and electronic files, the signed or sealed hard-copy construction documents shall govern.

In addition, CLIENT agrees, to the fullest extent permitted by law, to defend, indemnify and hold harmless PROFESSIONAL, its officers, directors, employees and subconsultants from and against all damages, liabilities or costs, including reasonable attorneys' fees and defense costs, arising from any changes made to the electronic file by anyone other than PROFESSIONAL or from any reuse of the electronic files without the prior written consent of PROFESSIONAL.

Under no circumstances shall delivery of electronic files for use by CLIENT be deemed a sale by PROFESSIONAL, and PROFESSIONAL makes no warranties, either expressed or implied, of merchantability and/or fitness for any particular purpose. In no event shall PROFESSIONAL be liable for indirect or consequential damages as a result of CLIENT's use or reuse of the electronic files.

2.7 Opinions of Probable Construction Costs. In providing opinions of probable construction cost, CLIENT understands that PROFESSIONAL has no control over the cost or availability of labor, equipment or materials, or over market conditions or the contractor's method of pricing, and that PROFESSIONAL's opinions of probable construction costs are made on the basis of PROFESSIONAL's judgment and experience. PROFESSIONAL makes no warranty, express or implied that the bids or the negotiated cost of any construction work will not vary from PROFESSIONAL's opinion of probable construction costs.

SECTION 3 – PROJECT PERFORMANCE

3.1 Design Without Construction Administration. Unless Authorized, it is understood and agreed that PROFESSIONAL's Basic Services under this Agreement do not include project observation or review of the contractor's performance or any other construction phase services, and that such services will be arranged by CLIENT. CLIENT assumes all responsibility for interpretation of the Contract Documents and for construction observation, and CLIENT waives any claims against PROFESSIONAL that may be in any way connected thereto.

Spicer Group, Inc.

3.2 Record Drawings. If authorized by the Agreement, upon completion of the construction work, PROFESSIONAL shall compile for and deliver to CLIENT a reproducible set of Record Documents based upon the marked-up record drawings, addenda, change orders and other data furnished by the contractor. These Record Documents will show significant changes made during construction. Because these Record Documents are based on unverified information provided by other parties, which PROFESSIONAL is entitled to rely upon, PROFESSIONAL cannot and does not warrant or make any other representation as to the accuracy of the Record Documents.

3.3 Contingency Fund. CLIENT and PROFESSIONAL agree that certain increased cost and changes may be required because of possible errors, omissions, ambiguities or inconsistencies in the drawings and specifications prepared by PROFESSIONAL and, therefore, that the final construction cost of the project may exceed the estimated construction cost and/or the cost of the work in any construction contract. CLIENT agrees to set aside a minimum reserve in the amount of not less than 10 percent of the project construction costs as a contingency to be used, as required, to pay for any such increased costs and changes. CLIENT further agrees to make no claim directly or through any other party against PROFESSIONAL or its subconsultants with respect to any increased costs within the contingency because of such changes or because of any claims made by the contractor relating to such changes.

3.4 Lenders' Requirements. PROFESSIONAL shall not be required to execute any documents subsequent to the signing of this Agreement that in any way might, in the sole judgement of PROFESSIONAL, increase PROFESSIONAL's contractual or legal obligations or risks, or adversely affect the availability or cost of its professional or general liability insurance.

3.5 Client Requested Substitutions. Upon request by CLIENT, PROFESSIONAL shall evaluate and make recommendations regarding substitutions of materials, products or equipment proposed by CLIENT's consultants or contractors. PROFESSIONAL shall be compensated for these services, as well as any services required to modify and coordinate the construction documents prepared by PROFESSIONAL with those of PROFESSIONAL's subconsultants and CLIENT's consultants, as additional services. PROFESSIONAL also shall be entitled to an adjustment in schedule caused by this additional effort.

3.6 Certifications, Guarantees and Warranties. PROFESSIONAL shall not be required to sign any documents, no matter by whom requested, that would result in PROFESSIONAL having to certify, guarantee or warrant the existence of conditions whose existence the PROFESSIONAL cannot ascertain. CLIENT also agrees not to make resolution of any dispute with PROFESSIONAL or payment of any amount due to PROFESSIONAL in any way contingent upon PROFESSIONAL's signing any such certification.

3.7 Underground Improvements. If requested, PROFESSIONAL and/or its subconsultants will provide services to conduct research that, in its professional opinion, is necessary and will prepare a plan indicating the locations for subsurface penetrations with respect to assumed locations of existing underground improvements. Such services by PROFESSIONAL and/or its subconsultant will be performed in a manner consistent with PROFESSIONAL'S professional standard of care. CLIENT understands and recognizes, however, that such research may not

identify all underground improvements and that the information upon which PROFESSIONAL reasonably relies may contain errors or may be incomplete. Therefore, CLIENT agrees, to the fullest extent permitted by law, to waive all claims and causes of action against the Consultant and anyone for whom the Consultant may be legally liable for damages to underground improvements resulting from subsurface penetrations in locations established by PROFESSIONAL that are based on properly filed and available records of said underground improvements.

3.9 Permits and Approvals. PROFESSIONAL shall assist CLIENT in applying for those permits and approvals normally required by law for projects similar to the one for which PROFESSIONAL's services are being engaged. This assistance shall consist of completing and submitting forms to the appropriate regulatory agencies having jurisdiction over the construction documents, and other services normally provided by PROFESSIONAL and included in the scope of services of this Agreement.

3.10 Jobsite Safety. Neither the professional activities of PROFESSIONAL, nor the presence of PROFESSIONAL or its employees and subconsultants at a construction/project site, shall relieve the contractor of its obligations, duties and responsibilities including, but not limited to, construction means, methods, sequence, techniques or procedures necessary for performing, superintending and coordinating the construction work in accordance with the contract documents and any health or safety precautions required by any regulatory agencies. PROFESSIONAL and its personnel have no authority to exercise any control over any construction contractor or its employees in connection with their work or any health or safety programs or procedures. CLIENT agrees that the contractor shall be solely responsible for jobsite safety and warrants that this intent shall be carried out in CLIENT's contract with the contractor. CLIENT also agrees that its contract with the contractor shall provide that CLIENT, PROFESSIONAL, and PROFESSIONAL's subconsultants shall be indemnified by the contractor and shall be made additional insureds under the contractor's policies of general liability insurance.

3.11 Construction Observation. PROFESSIONAL shall visit the site, if requested and authorized, at intervals appropriate to the stage of construction, or as otherwise agreed to in writing by CLIENT and PROFESSIONAL, to generally observe the construction work and answer any questions that CLIENT may have. However, PROFESSIONAL shall not be required to make exhaustive or continuous on-site inspections to check the quality or quantity of the construction work, or to determine whether the construction work is being constructed in accordance with the contract documents. If CLIENT desires PROFESSIONAL to perform more frequent or comprehensive observations of the construction work, this Agreement shall be amended to specifically state the additional scope of service, along with the additional compensation to be paid to PROFESSIONAL for performing such service.

PROFESSIONAL shall not supervise, direct or have control over the contractor's work nor have any responsibility for the construction means, methods, techniques, sequences or procedures selected by the contractor nor for the contractor's safety precautions or programs in connection with the construction work. These are solely the obligation and responsibility of the contractor.

PROFESSIONAL shall not be responsible for any acts or omissions of the contractor, subcontractor, any entity performing any portions of the construction work, or any agents or employees of any of them. PROFESSIONAL shall not be responsible for the contractor's failure to perform its work in accordance with the contract documents, the construction documents, or any applicable laws, codes, rules or regulations.

3.12 Verification of Existing Conditions. Inasmuch as the remodeling and/or rehabilitation of existing structures requires that certain assumptions be made by PROFESSIONAL regarding existing conditions, and because some of these assumptions may not be verifiable without CLIENT expending substantial sums of money or destroying otherwise adequate or serviceable portions of the structure, CLIENT agrees to bear all costs, losses and expenses, including the cost of any necessary additional services of PROFESSIONAL, arising from the discovery of concealed or unknown conditions in any existing structures that are part of the project and PROFESSIONAL'S scope of service.

3.13 Construction Layout. If requested by CLIENT, or other authorized party, as detailed in the scope of services or as an additional service to this Agreement, PROFESSIONAL shall provide construction layout stakes sufficient for construction purposes. The stakes will reflect pertinent information from the construction bidding and contract documents. The stakes shall be set in place one time by PROFESSIONAL, staged and scheduled as requested by the contractor. After the stakes are set, it shall be the contractor's exclusive responsibility to protect the stakes from damage or removal. Once the stake is set, if the stake becomes unusable due to the contractor's negligence it shall be reset by PROFESSIONAL at the direction of CLIENT. The cost for resetting the stakes shall be paid to PROFESSIONAL by CLIENT.

3.14 Right of Entry. If applicable to the scope of services, CLIENT shall provide for PROFESSIONAL's right to enter from time to time property owned or controlled by CLIENT and/or other(s) in order for PROFESSIONAL to fulfill the scope of services indicated hereunder. CLIENT understands that use of testing or other equipment may unavoidably cause some damage, the correction of which is not the responsibility of PROFESSIONAL.

3.15 Buried Utilities. If applicable to the scope of services, CLIENT will furnish to PROFESSIONAL information identifying the type and location of utility lines and other man-made objects beneath the site's surface. PROFESSIONAL will take reasonable precautions to avoid damaging these man-made objects and will, prior to penetrating the site's surface furnish to CLIENT a plan indicating the locations intended for these penetrations with respect to what PROFESSIONAL has been told are the locations of utilities and other man-made objects beneath the site's surface. CLIENT will approve the location of these penetrations prior to their being made and will authorize PROFESSIONAL to proceed.

3.16 Third-Party Beneficiaries. Nothing contained in this Agreement shall create a contractual relationship with or a cause of action in favor of a third party against either the CLIENT or PROFESSIONAL. PROFESSIONAL'S services under this Agreement are being performed solely for CLIENT'S benefit, and no other party or entity shall have any claim against PROFESSIONAL because of this Agreement or the performance or nonperformance of services hereunder.

3.17 **Waiver of Consequential Damages.** CLIENT and PROFESSIONAL waive consequential damages for claims, disputes or other matters in question arising out of or relating to this Agreement. This mutual waiver is applicable, without limitation, to all consequential damages due to either party's termination or suspension of this Agreement.

3.18 **Contractor Submittals.** If requested, PROFESSIONAL shall review contractor's submittals such as shop drawings, product data and samples, but only for the limited purpose of checking for conformance with information given and the design concept expressed in the plan and specifications issued by PROFESSIONAL. Review of such submittals is not for the purpose of determining the accuracy and completeness of other information such as dimensions, quantities, and installation or performance of equipment or systems, which are the contractor's responsibility. PROFESSIONAL's review shall not constitute approval of safety precautions or, unless otherwise specifically stated by PROFESSIONAL, of any construction means, methods, techniques, sequences or procedures. PROFESSIONAL's approval of a specific item shall not indicate approval of an assembly of which the item is a component.

3.19 **Project Information.** PROFESSIONAL shall be entitled to rely on the accuracy and completeness of services and information furnished by CLIENT, including services and information provided by other design professionals or consultants directly to CLIENT. These services and information include, but are not limited to, surveys, tests, reports, diagrams, drawings and legal information.

SECTION 4 – MODIFICATIONS TO THE GENERAL CONDITIONS

4.1 **None.**