

HOWELL TOWNSHIP BOARD MEETING  
3525 Byron Road  
Howell, MI 48855  
February 11, 2019  
6:30 P.M.

1. Call to Order:
2. Roll Call:           Mike Coddington   ( )           Jeff Smith       ( )  
                          Jean Graham       ( )           Harold Melton   ( )  
                          Jonathan Hohenstein ( )           Evan Rudnicki   ( )  
                          Matthew Counts   ( )
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:  
Regular Board Meeting January 11, 2019
6. Correspondence:
7. Public Hearing Hatch Stamping Company LLC IFT:
8. Resolution 02.19.460 Hatch Stamping Company LLC:
9. Call to the Public:
10. New Business:  
A. The Annex Group – Work Force Affordable Housing  
B. Affordable Housing & Pilot  
C. Offer on Property #4706-22-100-001 Tooley RD (paving Bowen RD)  
D. Offer on Property #4706-32-400-013 Mason RD  
E. Offer on Property #4706-16-400-001 3150 Crandall Road  
F. Resolution 02.19.461 Permit Letter Appeals to Board of Review for Real & Personal Property  
G. Resolution 02.19.462 Waive Penalties for Non-Filing of Property Transfer Affidavits  
H. Roads - Bids
11. Closed Meeting:  
Pending Law Suites
12. Reports:  
A. Supervisor   B. Treasurer   C. Clerk           D. Zoning  
E. Assessing   F. Fire Authority G. MHOG          H. Planning Commission  
I. Z B A        J. WWTP        K. HAPRA
13. Call to the Public:
14. Disbursements:  
Regular and Check Register
15. Adjournment:

# AGENDA ITEM

5

**HOWELL TOWNSHIP BOARD REGULAR MEETING  
MINUTES**

3525 Byron Road  
Howell, MI 48855  
January 14, 2019  
6:30. p.m.

**MEMBERS PRESENT:**

Mike Coddington	Supervisor
Jean Graham	Clerk
Jonathan Hohenstein	Treasurer
Matthew Counts	Trustee
Harold Melton	Trustee
Evan Rudnicki	Trustee
Jeff Smith	Trustee

**MEMBERS ABSENT:**

Supervisor Coddington called the meeting to order at 6:30 p.m. The roll was called.

All rose for the Pledge of Allegiance.

**APPROVAL OF THE AGENDA: MOTION** by Hohenstein, seconded by Melton, **"TO APPROVE THE JANUARY 14, 2019 AGENDA AS PRESENTED."** Motion carried.

**APPROVAL OF MINUTES:**

A. DECEMBER 10, 2018 REGULAR MEETING MINUTES

- **MOTION** by Hohenstein, seconded by Melton, **"TO APPROVE THE DECEMBER 10, 2018 REGULAR SESSION MEETING MINUTES AS PRESENTED."** Motion carried. (See December 10, 2018 Regular Meeting Minutes)

**CORRESPONDENCE:**

- See list from Board Packet.
- No additions.

**AUDIT, YEAR ENDED JUNE 30, 2018**

Neil Hammerbacher from Gabridge & Company went over the audit they conducted for the year ending June 30, 2018. Mr. Hammerbacher explained what the Township's responsibilities are and the responsibilities of the auditors. There is nothing that needs to be modified in the report, so this report has a clean opinion. The report is approximately 50 pages. The results disclosed no instances of noncompliance or other matters that are required to be reported under "Government Auditing Standards". Mr. Hammerbacher gave Brent Kilpela who resides over the Township's financial statements, praise for doing a thorough job. Mr. Hammerbacher took questions and comments from the Board members. Mr. Kilpela also thanked Mr. Hammerbacher for being easy to work with. **MOTION** by Melton, seconded by Rudnicki, **"TO ACCEPT THE AUDIT REPORT FROM GABRIDGE AND COMPANY AS PRESENTED."** Discussion followed. Motion carried. (Public may come into the office to review the full audit. It is also posted on the Township website.)

**FINANCIAL REPORT**

Deputy Supervisor Kilpela gave an overview of the Township's Revenues and Expenditures period ending 12/31/2018. There will need to be a budget amendment due to two new lawsuits, otherwise the General Fund is on track. **MOTION** by Graham, seconded to Hohenstein, **"TO AMEND THE BUDET FOR THE LEGAL EXPENSES OF \$70,000.00 AS PRESENTED."** Discussion followed. Motion carried. Mr. Kilpela explained the collecting and spending the funds for the Road Fund. The Sewer and Water Fund is looking good at this point. The Township as a whole is just over 2 times the budgeted surplus. The Cash Flow Using Budgeted Revenue Report and the Cash Flow Using Historical Average Revenue

were reported on. Questions and comments were taken from the Board members. The Board thanked Kilpela for the good work.

**CALL TO THE PUBLIC:**

- No response.

**PUBLIC HEARING:**

**HOWELL TOWNSHIP RECREATION MASTER PLAN**

- **MOTION** by Hohenstein, seconded by Graham, **“TO OPEN THE PUBLIC HEARING FOR HOWELL TOWNSHIP RECREATION MASTER PLAN AT 7:00 P.M.”** Motion carried.
- Chris Nordstrom, Landscape Architect & Planner from Carlisle/Wortman the consulting firm that is helping in developing the Township Recreation Master Plan gave a synopsis of why the Township is looking into developing a master plan. This is to bring guidance for a 5-year plan. The DNR requires to have a plan in place every 5 years. The first plan was done in 2014. This plan is a much more in-depth. By having a plan, it makes the Township available for grants. The Township does not have any parks at this time. This process started back in April 2018. There was a Community Open House on July 17, 2018 where residents could express their opinions. A survey went out to the residents of the Township. Of those that responded, 87% indicated they want protection of Natural Resources, 83% indicated they would like access to paths and trails. A majority indicated they had to travel a distance to get to a park. Also, 85% indicated a desire to see a Township owned park and 87% indication to see trails within the Township. One of the plans is to try and connect to the Howell City's trails. The steering committee is made up of, Planning Commissioner Martha Haglund, Zoning Administrator Joe Daus, Treasurer Jonathan Hohenstein and Clerk Jean Graham.
- Questions and comments were taken from the Board.
- There was no response from the public.
- **RESOLUTION 01.19.459 – ADOPTING THE 2019-2023 HOWELL TOWNSHIP PARKS & RECREATION MASTER PLAN – MOTION** by Hohenstein, seconded by Melton, **“TO ACCEPT RESOLUTION 01.19.459 ADOPTING THE 2019-2023 HOWELL TOWNSHIP PARKS & RECREATION MASTER PLAN AS PRESENTED.”** Discussion followed. A roll-call vote was taken: Graham – yes, Rudnicki – yes, Counts – yes, Coddington – yes, Hohenstein – yes, Melton – yes, Smith – yes. Motion carried 7 to 0.

**OLD BUSINESS:**

**JOHN MILLS**

Supervisor Coddington stated that at last month's meeting, Mr. Mills questioned the ability to hunt on Howell Township owned properties by the previous owners.

- Mr. Mills submitted a proposal / example that he would like the Township Board to consider; allowing hunting on properties currently owned by Howell Township. Mr. Mills would like a notice given to each of the previous owners of these properties asking if they would like to be granted hunting privileges and they will comply with the conditions specified in an agreement. He also gave his opinion on what his legal counsel has indicated as liability.
- Discussion took place on who is currently hunting on which properties.
- Currently the agricultural lease agreements states, no hunting allowed.
- Discussion on what the Township's legal counsel has indicated would be potential liability. The current leases are for agricultural leases and not for hunting.
- Discussion on crop damage and Crop Damage Permits.
- Discussion on letting the person holding the lease have the decision as to whether they want to lease it for hunting or agricultural reasons.



- Discussion on if the properties are leased for hunting and not for agricultural, will the growth of vegetation to lure the wild life on the properties be as appealing to potential buyers.
- Discussion on allowing only the previous owners of the properties to hunt on those properties versus allowing hunting by other hunters.
- **MOTION** by Smith, seconded by Melton, **“TO SEEK FURTHER LEGAL OPINION ON THE LIABILITY OF ALLOWING HUNTING ON TOWNSHIP PROPERTIES.”** Discussion followed. A roll-call vote was taken: Melton – yes, Graham – no, Coddington – yes, Rudnicki – yes, Counts – yes, Smith – yes, Hohenstein – no. Motion carries 5 to 2.
- This will be brought back to the next Board Meeting.

#### **NEW BUSINESS:**

##### **A. RESOLUTION 01.19.458 JULIANNA’S WISH**

- Mark Ward stated that he lost his daughter, Julianna, about a year ago. To honor her life, he has established Julianna's Wishes that raises funds through charitable events to help organizations with youth connections in need of help. He is requesting that the Township approve a Local Governing Body Resolution for Charitable Gaming Licenses that will allow for certain fund raising events. The State requires a resolution from Howell Township because the organization is established from Mr. Ward's home address that is in Howell Township, even though events most likely will take place outside of the Township.
- Treasurer Hohenstein stated that he has contacted legal counsel on this issue and the resolution is in proper order.
- **MOTION** by Graham, seconded by Melton, **“TO ACCEPT RESOLUTION 01.19.458 LOCAL GOVERNING BODY RESOLUTION FOR CHARITABLE GAMING LICENSES FOR JULIANNA’S WISHES.”** Discussion followed. A roll-call vote was taken: Graham – yes, Rudnicki – yes, Smith – yes, Hohenstein – yes, Melton – yes, Coddington – yes, Counts – yes. Motion carried 7 to 0.
- Mr. Ward stated that he was intrigued by the presentation of the Howell Township Park & Recreation Master Plan presentation. Perhaps Juliann’s Wishes could help in some matter in the future.

##### **B. HUMAN RESOURCES MANUAL AMENDMENTS**

- Clerk Graham stated the Board would like the verbiage in the Human Resource Manual to indicate anyone who has over the allotted amount 80 hours for vacation and or personal time of 70 hours by year's end, to be paid out the excess amount of hours and not to carry the excess hours over into the next year.
- Amended verbiage was presented.
- It was suggested to add a line of when the payout date will take place.
- **MOTION** by Graham, seconded by Hohenstein, **“TO ACCEPT THE AMENDMENTS TO THE HUMAN RESOURCE MANUAL AS PRESENTED WITH THE ADDITION OF INDICATING A DATE FOR THE PAYOUT, AT THE DISCRETION OF THE CLERK AND TREASURER.”** Discussion followed. Motion carried.

##### **C. SET PUBLIC HEARING – HATCH STAMPING IFT**

- Clerk Graham stated that Spark (Economic Development) came in to apply for an IFT for Hatch Stamping. A public hearing needs to take place at the next Board meeting. The notice on the public hearing will be published this Sunday in the Livingston Daily.
- Treasurer Hohenstein stated that an IFT is a tax break for industrial users.
- **MOTION** by Counts, seconded by Rudnicki, **“TO SET THE PUBLIC HEARING FOR HATCH STAMPING’S IFT ON FEBRUARY 11, 2019.”** Discussion followed. Motion carried.

**REPORTS:**

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

- Talking with attorneys and realtors.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Working with Handy Township on a cost sharing project for repairing Owosso Road. Handy Township has requested that the project not start until after July 1<sup>st</sup>. This will allow the cost sharing expenses to go into next year's budget.
- Waiting for bids from Culvers for other road projects.
- Cohoctah is ready to finish in the cost sharing project of Allen Road.
- MDEQ is back about the PFAS at the WWTP. There are no problems at this time.

C. CLERK:

(Clerk Graham reported on the following items)

- There is a possibility there could be a May Election for Howell Public Schools.
- There is a need to move the March Board Meetings back a week. It is mandated that the March Board of Review take place the same week. When both the Board of Review and a Board Meeting take place on the same day, there is a lot of things that have to be moved around in the board room to go from one meeting to the other. Also Clerk's training is usually the 2<sup>nd</sup> week in March which means the Clerk and the Recording Secretary are not available for the 2<sup>nd</sup> Monday Meeting.
- **MOTION** by Counts, seconded by Rudnicki, **"TO PERMANENTLY MOVE THE MARCH TOWNSHIP BOARD MEETING TO THE 3<sup>RD</sup> MONDAY OF THE MONTH."** Discussion followed. Motion carried.

D. ZONING:

(See Zoning Administrator Daus' prepared written report)

E. ASSESSING:

(See Assessor Kilpela's prepared written report)

F. FIRE AUTHORITY:

(Supervisor Coddington reported on the following items)

- Paid bills.
- Update on Deputy Chief Hicks back surgery; he is doing well.
- The main station addition is almost complete. An open house will be scheduled for some time early spring.

G. MHOG:

(Trustee Counts reported on the following items)

- Paid bills.
- A lot of work being done at Chestnut Crossing.
- Secured all the easements for the transmission line. Starting soil samples.
- Purchased a backup controller for the main water plant.

- House Bill 5898, placing a fee on all water systems (Safe Water Act). Renamed, Rebuild Michigan Fund.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- TLS Construction came back with site plan amendments and they were approved.
- Working on a pathway/trail plan through parts of Howell Township.
- Working on the Sign Regulations Ordinance text amendments. There will be a Public Hearing on January 22<sup>nd</sup> with the Planning Commission.
- Planning Commission discussed the possibility of having an open session at their February Meeting to allow residents to give their views on the newly passed marijuana law.

I. ZONING BOARD OF APPEALS (ZBA):

(No meeting to report on.)

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- It was previously approved for a recycle tank at a cost of \$2,000.00 and the invoice was for \$2,350.00. Need approval to pay the overage cost. **MOTION** by Hohenstein, seconded by Counts, **"RECOMMEND APPROVAL FOR Overage COST OF \$350.00 FOR NEW LEVEL TRANSDUCER INSTALLATION."** Discussion followed. Motion carried.
- A missing motor needs to be installed in the blower room. **MOTION** by Hohenstein, seconded by Melton, **"TO RECOMMEND APPROVAL OF BID FROM CRAMPTON ELECTRIC FOR A MOTOR AND INSTALLATION AT THE WWTP NOT TO EXCEED \$5,500.00 AS PRESENTED."** Discussion followed. Motion carried.
- Grand River pump station is a critical station. It is an original station from 1989 and is need of work. We are in the process of getting bids for replacing the station.
- Chemical room heater needs to be replaced. It is a safety issue to keep the safety shower line from freezing. **MOTION** by Hohenstein, seconded by Smith, **"TO RECOMMEND APPROVAL FOR HEATER AND INSTALLTION FROM LAKESIDE SERVICE NOT TO EXCEED \$5,000.00 AS PRESENTED."** Discussion followed. Motion carried.

K. HAPRA

(Clerk Graham reported on the following items)

- Met the new Pool Director, Christy Brown.
- A lot of maintenance is needed at the pool which is a school issue.
- There are some new employees coming in.

**CALL TO PUBLIC:**

- Bill Graham, 4540 Oak Grove Road, a resident farmer and property owner, submitted his written statement and read his reasons on why he believes that the process of leasing Township owned properties needs to be administered differently. A couple of key reasons is to make sure the properties are accessible to all farmers in the area and to make sure all properties that are being worked have leases. (Complete list, available at the Township office.) He would like to see changes made to make it fair for all.

**DISBURSEMENTS: REGULAR AND CHECK REGISTER:**

**MOTION** by Hohenstein, seconded by Milton, **“TO APPROVE THE REGULAR DISBURSEMENTS THROUGH JANUARY 8, 2019 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH.”** Discussion followed. Motion carried.

**ADJOURNMENT: MOTION** by Melton, seconded by Hohenstein, **“TO ADJOURN.”** Motion carried. The meeting adjourned 8:32 p.m.

**APPROVED:**

As Presented: \_\_\_\_\_  
Jean Graham  
Howell Township Clerk

As Amended: \_\_\_\_\_  
Mike Coddington  
Howell Township Supervisor

As Corrected: \_\_\_\_\_  
Dated: \_\_\_\_\_  
Debby Johnson  
Recording Secretary

# AGENDA ITEM

6

# **HOWELL TOWNSHIP**

**February 11, 2019**

## **CORRESPONDENCE**

- 1) **AMERICAN FUNDS** - Summary prospectus – January 1, 2019
- 2) **Charter Communications** – Agreement reached with WGN America

# AGENDA ITEM

7

**HOWELL TOWNSHIP PUBLIC NOTICE  
PUBLIC HEARING**

A public hearing has been scheduled by the Howell Township Board on Monday February 11, 2019 at 6:30 p.m., at the Howell Township Hall, 3525 Byron Rd., Howell, MI 48855 (517) 546-2817 for the consideration of the granting of Industrial Facilities Exception Certificates pursuant to Public Act 198 of 1974 as amended, for:

**Hatch Stamping Company LLC.** Located at 1051 Austin Ct, Howell Twp., Livingston County, MI, for New Facility on the following described parcel of real property situated within the Industrial Development District, to wit: Description as follows: SEC 28 T3N R4E PART OF LOT 5 OF TRANS WEST INDUSTRIAL CENTER SOUTH BEG AT SW COR LOT 5 TH N 28° 12' 44" W 182.14 FT TH N 11° 36' 19" W 130.59 FT TH N 89° 05' 54" E 571.59 FT TH S 00° 54' 06" E 196.69 FT TH 42.23 ALG AN ARC RIGHT RADIUS 50.00 FT DELTA 48° 23' 40" CHORD BEARS S 23° 17' 44" W 40.99 FT TH 63.35 FT ON AN ARC LEFT RADIUS 75.00 FT DELTA 48° 23' 40" CHORD BEARS S 23° 17' 44" W 61.48 FT TH S 89° 05' 54" W 421.77 FT TO POB 3.48 AC LEGAL CORRECTED 1/19/2001 POB3.48 ACRES SPLIT 10/23/00 FROM 005 OFFICE ON IFT ROLL 98-200-038.

The public shall have the right to appear before the Board and to express their views and opinions on the Industrial Facilities Exemption Certificate. Review of the application or information regarding this matter are to be referred to the Howell Township Offices Office. Hours are M-TH, 8-5. Written comments are welcome and should be addressed to the Township Clerk.

Jean Graham  
Howell Township Clerk

(Publish Sunday, January 20, 2019)



# AGENDA ITEM

8

**RESOLUTION APPROVING APPLICATION OF  
Hatch Stamping Company LLC  
FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE  
FOR REAL PROPERTY  
02.19.460**

At a regular meeting of the Township Board of the Township of Howell, held on February 11, 2019 at the Howell Township Hall located at 3525 Byron Road, Howell, Michigan 48855, at 6:30 P.M. local time.

PRESENT:

ABSENT:

The following preamble and resolution were offered by \_\_\_\_\_ and supported by \_\_\_\_\_.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on June 26, 1989 the Howell Township Board of Trustees by resolution established Howell Township Industrial Development District No. 4; and

WHEREAS, Hatch Stamping Company LLC has filed an application for an Industrial Facilities Exemption Certificate with respect to real property in the amount of 5,710,000.00 to be acquired at 1051 Austin Court, Howell, MI 48855, District No. 4; and

WHEREAS, before acting on said application, the Howell Township Board of Trustees held a hearing on February 11, 2019 at the Howell Township Hall, 3525 Byron Road, Howell, MI, at 6:30 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before February 11, 2019 the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

WHEREAS, completion of the facility is calculated to and will at the time of issuance of the certificate have the reasonable likelihood to retain, create or prevent the loss of employment in Howell Township and

WHEREAS, the aggregate SEV of real and personal property exempt from ad valorem taxes within the Howell Township after granting this certificate, will exceed 5% of an amount equal to the sum of the SEV of the unit, plus the SEV of personal and real property thus exempted.

WHEREAS, Hatch Stamping Company LLC agrees to the requirements as set forth in the "Agreement for Industrial Facilities Exemption Certificate" which states the conditions and recourse to be upheld during abatement.

**NOW, THEREFORE, BE IT RESOLVED** BY the Howell Township Board of Trustees that:

1. The Township Board finds and determines that the granting of the Industrial Facilities Exemption Certificate considered together with the aggregate amount of certificates previously granted and currently in force under Act No. 198 of the Public Acts of 1974, shall not have the effect of substantially impeding the operation of Howell Township or impairing the financial soundness of a taxing unit which levies ad valorem property taxes in Howell Township.

2. The application from Hatch Stamping Company LLC for an Industrial Facilities Exemption Certificate, with respect to a New Facility on the following described parcel of real property situated within the Industrial Development District No. 4, to wit:

SEC 28 T3N R4E PART OF LOT 5 OF TRANS WEST INDUSTRIAL CENTER SOUTH BEG AT SW COR LOT 5 TH N 28° 12' 44" W 182.14 FT TH N 11° 36' 19" W 130.59 FT TH N 89° 05' 54" E 571.59 FT TH S 00° 54' 06" E 196.69 FT TH 42.23 ALG AN ARC RIGHT RADIUS 50.00 FT DELTA 48° 23' 40" CHORD BEARS S 23° 17' 44" W 40.99 FT TH 63.35 FT ON AN ARC LEFT RADIUS 75.00 FT DELTA 48° 23' 40" CHORD BEARS S 23° 17' 44" W 61.48 FT TH S 89° 05' 54" W 421.77 FT TO POB 3.48 AC LEGAL CORRECTED 1/19/2001 POB3.48 ACRES SPLIT 10/23/00 FROM 005 OFFICE ON IFT ROLL 98-200-038

Be and the same is hereby approved.

3. The Industrial Facilities Exemption Certificate when issued shall be and remain in force for a period of 12 years after completion.

AYES:

NAYS:

RESOLUTION DECLARED \_\_\_\_\_.

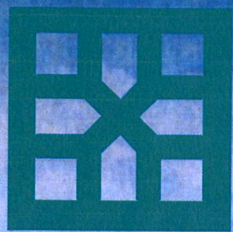
I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Trustees of Howell Township, County of Livingston, State of Michigan, at a regular meeting held on February 11, 2019.

\_\_\_\_\_  
Jean Graham  
Howell Township Clerk

# AGENDA ITEM

10A





THE ANNEX GROUP<sup>®</sup>



Mission: To provide memorable experiences through unique housing opportunities which serve as a catalyst for economic development.

**Core Values**

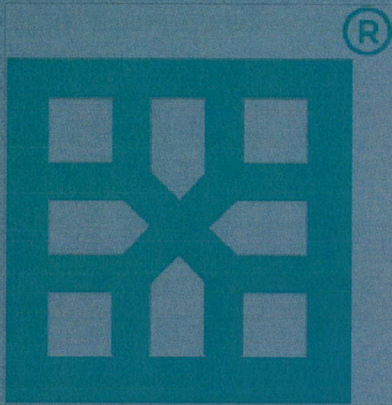
- Create Community
- Innovate Solutions
- Calculate Risk
- Enhance Culture

**Brand Promises**

- Facilitate a desirable growth culture
- Create affordable, amenity-rich housing
- Provide the total lifestyle experience







**The Annex Group - Indy**

409 Massachusetts Ave  
Suite 300  
Indianapolis, IN 46204  
317-584-8442

**The Annex Group - Chicago**

19350 Harlem Ave  
Suite 201  
Frankfort, IL 60423  
708-960-0356

[www.theannexgrp.com](http://www.theannexgrp.com)



# TABLE OF CONTENTS

Leadership Team	<b>04 - 08</b>
Firm Overview	<b>09</b>
History of The Annex Group	<b>10</b>
Student Housing Portfolio	<b>11 - 15</b>
Affordable Housing Portfolio	<b>16 -17</b>
Contact	<b>18</b>
Company Accolades	<b>20 - 21</b>



# Leadership Team



**Kyle Bach**

**CEO AND PRESIDENT**

Kyle Bach launched The Annex Group, LLC (f/k/a Mecca Companies, Inc.) in 2006 to provide student housing in underserved campus markets and affordable housing in large university communities. He oversees the company's strategy, capital and leadership platforms for all companies under The Annex Group umbrella. Bach has been involved in over \$500 million of real estate development during his tenure. His passion, in university communities, is to provide housing opportunities that serve as a catalyst for economic development, not only for residents of our projects, but also the communities and campuses we serve.

Education: Bachelor of Science, Indiana University

**Achievements:**

- YPO member
- 2018 Recipient of Indianapolis 40 under Forty
- 2015 Finalist of Indy's Best and Brightest
- Westside Community Development Corporate Member



**Tom Tomaszewski**

**COO AND PRESIDENT OF ANNEX CONSTRUCTION**

Thomas Tomaszewski is an experienced construction manager and development specialist. Tomaszewski actively has participated in all stages of development and construction on several different types of projects with a total value in excess of \$250 million dollars. He worked as an engineer and subsequently served as a project manager for a mid-size commercial and residential developer/contractor. Tomaszewski's construction experience includes work on major civil infrastructure projects; development and construction of single and multi-family communities, mid-rise commercial buildings, office parks, and rehabilitation and construction of single family housing.

Education: Bachelor of Science in Public Affairs, Indiana University  
Construction Engineering and Management, Armor School of Engineering and Architecture at the Illinois Institute of Technology



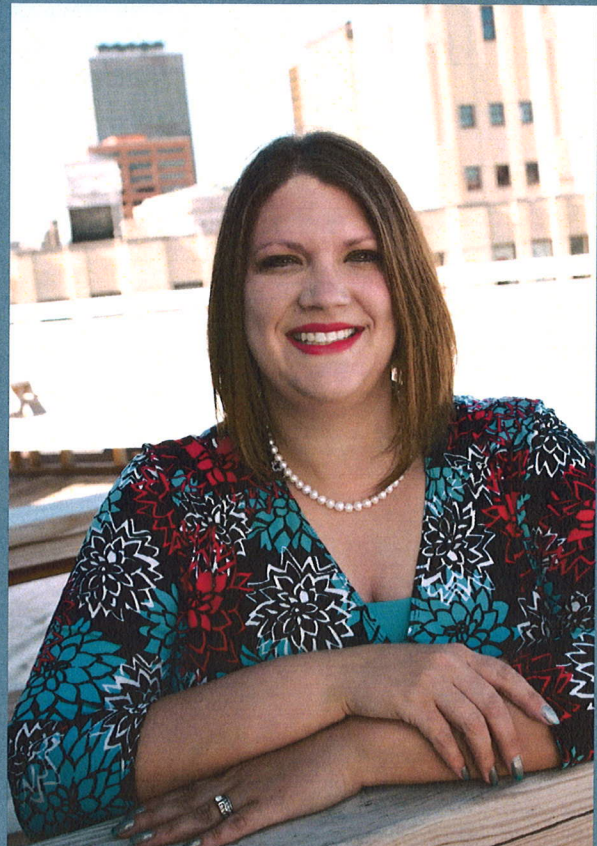


## *Julie Elliott*

### **GENERAL COUNSEL**

As General Counsel Julie serves as a strategic adviser and is responsible for developing and leading corporate legal strategy to promote and protect the interest of The Annex Group. With over fifteen years of legal experience, Elliott previously served as the associate general counsel for a national real estate investment and development company where she was responsible for all legal aspects of development and leading a legal team to support the company's development activities. Her belief in The Annex Group mission to enhance the lives of college students drew her to the company, where she's driven to help achieve that purpose by advising the leadership teams to make the best possible legal decisions.

Education: Juris Doctor from Indiana University Robert H. McKinney School of Law and is a member in good standing with the Indiana Bar.



## *Erica Hovermale*

### **CONTROLLER**

As Controller at The Annex Group Erica Hovermale oversees the accounting, marketing, HR, and IT functions. An experienced accountant with over thirteen years in the real estate industry, Hovermale began her career preparing financial statement completion for a portfolio of multi-family housing communities. She quickly was promoted to a treasury role where she managed cash flow for the entire portfolio. Hovermale continued her career with a multifamily developer where she managed the company's cash flow and successfully completed the corporate property management and development financials.

Education: Bachelor of Business Administration in Accounting and a Bachelor of Fine Arts in Spanish Studies, McKendree College in Lebanon, IL





## *CJ Lukaart*

### **CHIEF STRATEGY OFFICER**

As Chief Strategy Officer, CJ is responsible for ensuring that The Annex Group reaches its strategic vision through the alignment of strategy planning, business development, organizational growth, process improvement, financial planning, information technology, and the execution of the Company's vision in close collaboration with all such key departments. As such, CJ oversees and supports the execution of the company's short-term, medium-term and long-term strategy. With almost 20 years of real estate experience, CJ began his career as a private practice attorney practicing in the fields of real estate and general corporate law. Most recently he served as General Counsel and Executive Vice President for a national healthcare real estate investment and development company where he was responsible for managing all legal aspects of the company along with leading and managing the development arm of the company.

Education: Juris Doctor from Valparaiso University School of Law and a master's in real estate



# Development Team



**Ryan Clark**

*DIRECTOR OF DEVELOPMENT*

As Director of Development, Ryan Clark leads the development effort for new student and affordable housing opportunities that fit within The Annex Groups' long-term strategy. Ryan has nearly 8 years of experience in the real estate development industry spanning both the public and private sectors. His broad spectrum of expertise includes leading new multifamily and healthcare developments to implementing tax abatements and establishing TIF districts at the municipal level. Clark began his career working for local government focusing on facilitating new development projects and executing economic development initiatives for the City. He later pivoted to leading entitlements and managing the entire development process at a national real estate development company.

Education: Bachelor of Political Sciences, Miami University  
Masters in Urban Planning, Ohio State University



**Sam Hurley**

*DIRECTOR OF FINANCE*

Sam Hurley leads the procurement of debt and equity as well as providing detailed financial analysis of all The Annex Group projects. Hurley has nearly five years of experience in the real estate industry in finance and accounting. Prior to joining The Annex Group, Hurley was a Senior Financial Analyst at a multifamily developer where his primary responsibilities included underwriting new sites, structuring and financing projects, and seeing deals through the closing process. Starting his career in real estate tax, Hurley provided tax consulting and compliance services to private equity clients who specialize in Real Estate Development.

Education: Bachelor of Finance and Accounting, Indiana University, Bloomington  
Indiana Licensed CPA





## Adam Reedy

### DIRECTOR OF CONSTRUCTION

Adam Reedy is directly involved in the design, bidding, and estimating process of all The Annex Group projects. Having worked in all stages of construction projects; from design and estimating, to overseeing the construction and close out, Reedy has obtained over a decade of construction industry experience. Reedy's preconstruction experience includes work on the design build team for an office/industrial developer. Also, he has worked in the estimating and project management roles for a retail developer, overseeing many national account, turnkey projects.

Education: Bachelor of Science in Construction Management, Purdue University



## Lori Edwards

### DEVELOPMENT MANAGER

Lori is an experienced Development Manager responsible for developing TAG's affordable housing projects from site selection to closing. Lori brings over 15 years of affordable housing experience in the government, syndicator and developer industries, from administering CDBG, HOME and LIHTC programs at the Indiana Housing and Community Development Authority to facilitating project closings at City Real Estate Advisors. In her previous role of Project Manager she created successful partnerships and development opportunities throughout Indiana and Illinois. She has extensive experience in assembling quality development teams, negotiating contracts and accessing soft funding HOME, CDBG, TIF, Historic Tax Credits, TCAP and FHLB AHP grants. She has received the HCCP and C3P housing certifications, serves as a Board member for Community Alliance of the Far East (CAFÉ) and is a founding Steering Committee member for The Women's Affordable Housing Network, both of Indianapolis.

Education: Bachelor of Arts in Political Science





# Firm Overview

## Development: The Annex Group

**The Annex Group** is an Indiana based multi-family housing developer, general contractor, and owner with a portfolio of communities valued at more than \$250 million. Combining the career experience of its entire leadership team, The Annex Group has overseen \$975 million in single family, multi-family, mixed-use and other commercial projects including redevelopment and ground-up construction. Our developments create community and improve quality of life. We are proud that each of our developments to date has lived up to its purpose.

Each development is strategically planned and executed to ensure a finished product that is cohesive with the goals and values of the constituencies and communities we serve. Our strategy is to position each redevelopment or newly-developed project as the most exciting new address to live, work, or play.

Concurrent with project financing and closing, our management and marketing team hit the ground running as soon as possible to build demand and buzz for each project.

**About The Annex Group:** All projects are managed by a talented team of real estate development professionals. Each associate and affiliate brings a different but complimentary view to every development. This core team then assembles a unit of professionals, subcontractors, and distributors to complete all necessary functions of each specific project.

The Annex Group searches for innovative solutions throughout the entire development and construction process. In all inherent problems, a solution needs to be established to keep the project running as efficiently as possible. Through extensive experience, development and construction knowledge, and professional network, all potential and existing problems are identified and mitigated appropriately.

A value added approach is taken at every stage of each development. From pre-construction services to the completion of the project The Annex Group utilizes superior values to provide our clients with the most affordable product without jeopardizing the integrity of the project.

The fast growth of our firm is due to the fact that our team is well versed in complex financial layering and investigating all viable financing and funding options.

**About The Annex Group Construction Team:** In addition, in order to satisfactorily manage project time lines, quality and budgets, our team is dedicated to delivering housing products that are built to a high standard. Services include planning and design, pre-construction, construction management, design - build and general contracting.

Our full service construction firm, is dedicated to delivering products within time frame and on budget. Committed to adhering to strict quality standards and processes, they have overseen nearly \$100M in construction projects since incorporation in 2010.



# HISTORY OF THE ANNEX GROUP, LLC

## August 2007

Kyle Bach formed Mecca Companies, Inc. to develop single family homes through the neighborhood stabilization program and multifamily LIHTC projects.

## September 2007

Mecca Development, LLC was formed as the ownership entity for multifamily projects.

## November 2013

Mecca Companies, Inc. shifted focus to purpose built student housing at Tier 2 and 3 markets with the purchase of Annex of South Bend and began to operate under the DBA Annex Student Living.

## June 2014

Annex Construction, LLC was formed to separate construction activity out from Mecca Companies, Inc. The first student project built by Annex Construction, LLC was Annex of Columbus.

## January 2017

Union Development Holdings, LLC was formed as the ownership entity for all new LIHTC projects.

## January 2018

To align interests and streamline operations, Mecca Companies, Inc. and Annex Construction, LLC rebranded to The Annex Group, LLC.

Our current rebranding and restructuring was guided by three basic principles:

- **Simplicity** Simplification of entity structure will allow streamlining in overall decision-making.
- **Consistency** Organizational consistency will give a strong ownership framework for all forthcoming projects.
- **Alignment** Construction and development interest alignment will promote consistent goals and efficiency in administration and support functions.





# STUDENT HOUSING PORTFOLIO

Student housing that provides memorable experiences through unique housing opportunities which serve as a catalyst for economic development.



**The Annex of Oshkosh**

Delivered: September 2018  
New Construction, Ground Up Development  
Status: Operational  
140 units / 310 beds



**The Annex of Terre Haute**

Delivered: August 2018  
New Construction, Ground Up Development  
Status: Operational  
254 units / 408 beds



**The Annex on Tenth**

Delivered: August 2017  
New Construction, Ground Up Development  
Phase 1 of 2  
Status: Operational  
107 units / 256 beds



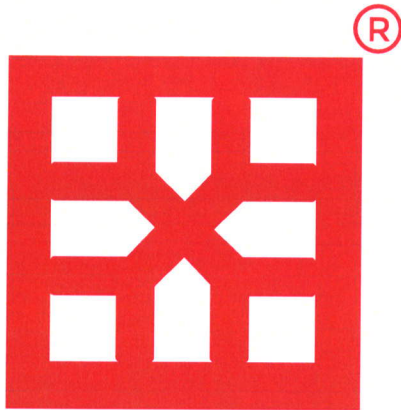
**The Annex of Warrensburg**

Delivered: August 2017  
New Construction, Ground Up Development  
Status: Operational  
87 units / 324 beds



# AFFORDABLE HOUSING PORTFOLIO

Affordable housing that provides an amenity rich home for all residents.



## Union at Washington

Under Development



## Union at Crescent

Scheduled Delivery: 2020  
New Construction, Ground Up Development  
Status: Under Construction  
146 units



## Pattern Mill

Delivered: August 2016  
Adaptive Re-Use  
Status: Operational  
40 units



## Kingston Square

Delivered: October 2013  
New Construction, Ground Up  
Status: Operational  
68 units



# CONTACT

Kyle Bach

[kyle@theannexgrp.com](mailto:kyle@theannexgrp.com)

w. 317-708-0632





# COMPANY ACCOLADES



## THE ANNEX ON TENTH AWARDED BEST STUDENT HOUSING COMMUNITY AT 2018 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – Annex on Tenth, a student housing community in Indianapolis Indiana, managed by Landmark, was awarded Best Student Housing Community by the Indiana Apartment Association's (IAA) 2018 Prodigy Awards.



## THE ANNEX OF TERRE HAUTE AWARDED BEST OVERALL MARKETING PROGRAM AND BEST LEASE-UP COMMUNITY AT 2018 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – Annex of Terre Haute, a student housing community in Terre Haute Indiana, managed by Landmark, was awarded Best Overall Community Marketing Program and Best Lease-Up Community by the Indiana Apartment Association's (IAA) 2018 Prodigy Awards.



## INDIANAPOLIS BUSINESS JOURNAL UNVEILED THE ANNEX GROUP AS SEVENTH FASTEST GROWING COMPANY FOR 2017

INDIANAPOLIS, IN - THE ANNEX GROUP: The Indianapolis Business Journal announced The Annex Group as one of the Fastest Growing Company's in its Fast 25 awards ceremony.



## THE ANNEX OF RICHMOND AWARDED BEST OVERALL CURB APPEAL IN IAA PRODIGY AWARDS

INDIANAPOLIS, IN – Annex of Richmond, a student housing community in Richmond Indiana, managed by Landmark, was awarded Best Overall Curb Appeal in Indiana by the Indiana Apartment Association's (IAA) 2017 Prodigy Awards.



## THE ANNEX OF KOKOMO AWARDED BEST STUDENT HOUSING COMMUNITY AT 2017 IAA PRODIGY AWARDS

INDIANAPOLIS, IN – Annex of Kokomo, a student housing community in Kokomo Indiana, managed by Landmark, was awarded Best Student Housing Community in Indiana by the Indiana Apartment Association's (IAA) 2017 Prodigy Awards.



## THE ANNEX OF KOKOMO RECEIVED 2017 BEST OF KOKOMO AWARD

KOKOMO , IN - Annex of Kokomo has been selected for the 2017 Best of Kokomo Award in the Student Housing Center category by the Kokomo Award Program.



**PATTERN MILL PRESENTED 2017 EXCELLENCE IN AFFORDABLE HOUSING AWARD**

INDIANAPOLIS, IN - Pattern Mill, an affordable housing community located in Connersville, IN, was awarded 2017 Excellence in Affordable Housing at the Indiana Housing Conference.



**INDIANAPOLIS BUSINESS JOURNAL UNVEILED ANNEX STUDENT LIVING AS FASTEST GROWING COMPANY FOR 2016**

INDIANAPOLIS, IN - Annex Student Living: The Indianapolis Business Journal announced Annex Student Living as the Fastest Growing Company in its Fast 25 awards ceremony.



**INDIANAPOLIS BUSINESS JOURNAL NAMED ANNEX STUDENT LIVING AS TOP 10 FASTEST-GROWING INDIANAPOLIS BUSINESS IN 2015.**

INDIANAPOLIS, IN - Annex Student Living made the top ten in the Indianapolis Business Journal's annual ranking of the 25 fastest-growing private companies in the Indianapolis area.



**ANNEX STUDENT LIVING NAMED AN INDIANA 'COMPANIES TO WATCH' 2015 WINNER**

INDIANAPOLIS, IN - Annex Student Living has been named 'Companies to Watch' by the Office of Small Business and Entrepreneurship (OSBE)

**THE ANNEX GROUP HOWELL TOWNSHIP PRE-DEVELOPMENT  
MULTI-FAMILY HOUSING CONCEPT**

Livingston County/Howell MI

County Average 4 person Household Median Income - \$93,100

Average Howell, MI market rents:

Town Commons - \$1,140 - \$1719 (1, 2 and 3 BR)

Burwick Farms - \$970 – \$1500 (1 and 2 BR)

Westbury - \$1295 - \$2000+ (1, 2 and 3 BR)

Similar project using Housing Tax Credits:

Oakhaven Manor – Senior assisted living with MSHDA 4% tax credits

Why Howell? The site has great access to amenities, St Rd 59, St. Joseph Mercy Hospital and is in a growing county with a need for quality, new construction housing.

Development Projections

\$30,000,000 Total Project Development Cost

\$17,590,000 Construction Budget

\$8,200,000 - MSHDA 4% Tax Credit Allocation

180 Units

1BR – 40 / 675 sq ft / \$905

2BR – 110 / 875 sq ft / \$1000

3 BR – 30 / 1075 sq ft / \$1175

Targeted resident incomes are \$39,000 for 1 person - \$55,860 for 4 persons

Modern appliances, W/D in each units, select garages, resident lounge, sustainable design features  
3 story walk-up design with mixed materials – brick, stone and drivet/hardy plank

Timing

Site Control/Due Diligence/Entitlements

MSHDA prelim approval

Tax Credit/Bond Reservation

Finalize drawings, finance close

March – September 2019

April 2019

November 2019

May - June 2020



## PRELIMINARY DESIGN IDEAS







**The Annex Group - Indy**  
409 Massachusetts Ave  
Suite 300  
Indianapolis, IN 46204  
317-584-8442

**The Annex Group - Chicago**  
19350 Harlem Ave  
Suite 201  
Frankfort, IL 60423  
708-960-0356

[www.theannexgrp.com](http://www.theannexgrp.com)

# AGENDA ITEM

10B



## Howell Township Clerk

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**From:** Howell Township Inspector  
**Sent:** Wednesday, January 30, 2019 8:16 AM  
**To:** Howell Township Supervisor; Howell Township Treasurer; Howell Township Clerk  
**Cc:** Howell Township Assessor  
**Subject:** FW: Howell Township - Meeting Follow-Up  
**Attachments:** Howell Twp - Sample PILOT Calculations.pdf; Howell Twp - PIOLT Facts.pdf; Howell Twp - City of Howell PILOT Ordinance.pdf

**From:** Jeff Buck [mailto:jbuck@cypresspartners.biz]  
**Sent:** Tuesday, January 29, 2019 5:05 PM  
**To:** Howell Township Inspector <inspector@howelltownshipmi.org>  
**Cc:** Clio Barker <CBarker@tamcmail.com>; Mike Parks <mparks@cypresspartners.biz>  
**Subject:** Howell Township - Meeting Follow-Up

Joe,

It was great meeting with you and your team, we appreciate you taking the time to speak with us today.

We are excited about the possibility of constructing a new beautiful senior apartment community in your township. We believe there is an unmet need for senior housing in Howell Township. We will be proposing to construct 120 senior citizen apartments in a three story building. The dwelling units will include 1BR and 2BR apartments. Just over 40% of the apartments will be rent restricted under the Low Income Housing Tax Credit (LIHTC) program and the balance will be market rate apartment homes.

We will be requesting a Payment in Lieu of Taxes (PILOT) for Howell Township with an estimated annual service charge of \$83,468.52. A PILOT is needed for financial feasibility of the project and is also required by the Michigan State Housing Development Authority (MSHDA) to obtain mortgage financing and Low Income Housing Tax Credits.

I have attached a Sample PILOT Calculation, PIOLT Facts and the PILOT Ordinance from the City of Howell for the senior community the Associated Management owns and manages in that city.

Please let me know if you have any questions.

Sincerely,

**Jeffrey Buck**  
Project Manager

C Y P R E S S  
P A R T N E R S  
A Licensed Real Estate Company

280 West Maple Road  
Suite 230

Howell Township  
P.I.L.O.T Computation

Annual Contract Rent	2,297,232.00	
Less Vacancy Loss	(114,862.00)	
Less Non Rental	(23,400.00)	
<b>Estimated Rents Collected</b>		<b>2,158,970.00</b>
Less:		
Electric	30,826.00	
Water	29,071.00	
Fuel	12,360.00	
<b>Total Utilities</b>		<b>72,257.00</b>
Shelter Rent		2,086,713.00
Payment Rate		4%
		<hr/>
<b>PILOT</b>		<b><u><u>83,468.52</u></u></b>

- Mixed Income developments generate a higher average rent per unit and therefore pay a higher PILOT per unit.
- Senior development residents do not attend the public schools.
- Senior residents are living on a relatively fixed income with little or no opportunity to increase their income.
- Our senior congregate developments provide many support services within the development, allowing the residents to Age-In-Place and reside in a safer and more secure environment.
- Our senior buildings are 100% fire protected and wired for emergency pull cords and/or monitors which are monitored by staff.
- MSHDA loans allow age restrictions to 55 or older for head of household and 50 or older for all other household members.
- The current rental housing market conditions are indicative of demand for affordable senior housing supply.
- The demographic data demonstrates an increasing senior population and number of senior households.
- 60% of our initial residents that move into a new senior development were previously living in a single-family home, condominium or mobile home – these homes are then available for new households and values are uncapped.
- Based on the lease up of other similar developments, 10% of our initial residents were previously living in non-senior rental apartments – quite likely without elevators or senior services.

ORDINANCE NO. 720

An Ordinance to provide for a service charge in lieu of taxes for multiple family dwelling project for persons of low and moderate income to be financed or assisted pursuant to the provisions of the State Housing Development Authority Act of 1966.

THE CITY OF HOWELL ORDAINS:

Section 1. This ordinance shall be known as the "City of Howell Tax Exemption Ordinance No. 1."

Section 2. Preamble.

It is acknowledged that it is a proper public purpose of the State of Michigan and its political subdivisions to provide housing for its senior citizens of low and moderate income and to encourage the development of such housing by providing for a service charge in lieu of property taxes in accordance with the State Housing Development Authority Act of 1966 (1966 PA 346, as amended; MCLA Section 125.1401 et seq; MSA Section 116.114(1) et seq). The City of Howell (hereinafter referred to as the "City") is authorized by this Act to establish or change the service charge to be paid in lieu of taxes by any or all classes of housing exempt from taxation under this Act at any amount it chooses not to exceed the taxes that would be paid but for this Act. It is further acknowledged that such housing for persons of low and moderate income is a public necessity, and as the City will be benefitted and improved by such housing, the encouragement of the same by providing certain real estate tax exemption for such housing is a valid public purpose; further, that the continuance of the provisions of this Ordinance for tax exemption and the service charge in lieu of taxes during the period contemplated in this Ordinance are essential to the determination of economic feasibility of housing developments which are constructed and financed in reliance on such tax exemption.

The City acknowledges that Oakhaven Manor Limited Dividend Housing Association Limited Partner, a Michigan limited partnership (hereinafter referred to as "Sponsor") has offered, subject to receipt of a mortgage loan from the Michigan State Housing Development Authority, to erect, own and operate a housing development identified as Oakhaven Manor on certain property located in the City to serve persons of low and moderate income, and that the Sponsor has offered to pay the City on account of this housing development an annual service charge for public services in lieu of all taxes. The property affected by this Ordinance is described as follows:

Part of the SW 1/4 of Section 25, T3N-R4E, City of Howell, Livingston County, Michigan, being described as follows: Commencing at the West 1/4 corner of said Section 25, thence along the East-West 1/4 line of said Section 25, N 89°17'33" East 1309.82 feet (recorded as North 89°32'47" East 1309.86 feet); thence continuing along the East-West 1/4 line of said Section 25, N 89°17'33" East (recorded as North 89°32'47" East), 570.01 feet to the point of beginning of the parcel to be described; thence continuing along the East-West 1/4 line of said Section 25, N 89°17'33" East (recorded as North 89°32'47" East), 592.00 feet; thence along the centerline of Michigan Avenue (66 foot wide) S 07°45'47" East 370.26 feet; thence S 82°14'13" West 219.00 feet; thence S 07°45'47" East 373.02 feet; thence S 69°27'45" West 325.02 feet; thence along a curve to the Northwest, said curve having a length of 203.76 feet, radius of 333.0 feet, delta angle of 35°03'34" and a long chord bearing and distance of N 73°41'01" West 200.60 feet; thence N 02°42'20" East 617.16 feet; thence N 02°10'48" West 200.07 feet to the point of beginning and containing 10.11 acres, more or less. Subject to the right of the public over the existing Michigan Avenue (66 foot wide). Also subject to drainage easements of records. Also subject to any other easements or restrictions of records, if any.

Section 3. Definitions.

- A. "Authority" means the Michigan State Housing Development Authority.
- B. "Act" means the State Housing Development Authority Act, being Public Act 346 of 1966 of the State of Michigan, as amended.

*Blaine*

*There have been no changes to this ordinance since adoption 7-16-01*

*[Signature]*  
*City Clerk*  
*1-15-01*

- C. "Annual Shelter Rent" means the total collections during an agreed annual period from all occupants of a housing development representing rent or occupancy charges, exclusive of charges for gas, electricity, heat, or other utilities furnished to the occupants.
- D. "Congregate Services" means optional dining, laundry and house cleaning services.
- E. "Housing Development" means a housing development which provides Congregate Services and contains a significant element of housing for persons of low and moderate income and such elements of other housing, commercial, recreational, industrial, communal and educational facilities as the Authority determines improve the quality of the development as it relates to housing for persons of low and moderate income.
- F. "Low Income or Moderate Income Persons" is as defined by Section 15(a)(7) of the Act.
- G. "Mortgage Loan" means a loan to be made by the Authority to the Sponsor for the construction and/or permanent financing of the Housing Development.
- H. "Senior Citizens" means the same as elderly in the enabling legislation in the Act, a single person who is 55 years of age or older or a household in which at least one member is 55 years of age or older and all other members are 50 years of age or older.
- I. "Utilities" mean fuel, water, sanitary sewer service and/or electrical service which are paid by the Housing Development.
- J. "Sponsor" means person(s) or entities which have applied to the Authority for a Mortgage Loan to finance a Housing Development.

**Section 4. Class of Housing Developments.**

It is determined that the class of Housing Developments to which the tax exemption shall apply and for which a service charge shall be paid in lieu of such taxes shall be senior citizens which are financed or assisted pursuant to the Act. It is further determined that Oakhaven Manor is of this class.

**Section 5. Establishment of Annual Service Charge.**

The Housing Development identified as Oakhaven Manor and the property on which it is constructed shall be exempt from all property taxes from and after the commencement of construction. The City acknowledging that the Sponsor and the Authority have established the economic feasibility of the Housing Development in reliance upon the enactment and continuing effect of this Ordinance and the qualification of the Housing Development for exemption from all property taxes and a payment in lieu of taxes as established in this Ordinance and in consideration of the Sponsor's offer, subject to receipt of a Mortgage Loan from the Authority, to construct, own and operate the Housing Development, agrees to accept payment of an annual service charge for public services in lieu of all property taxes. The annual service charge shall be equal to four percent (4%) of the difference between the Annual Shelter Rents actually collected and utilities.

**Section 6. Limitation on the Payment of Annual Service Charge.**

Notwithstanding Section 5, the service charge to be paid each year in lieu of taxes for the part of the Housing Development which is tax exempt and which is occupied by other than low and moderate income persons or families, as defined in Section 15(a)(7), shall be equal to the full amount of the taxes which would be paid on that portion of the Housing Development if the Housing Development were not tax exempt.

**Section 7. Contractual Effect of Ordinance.**

Notwithstanding the provisions of Section 15(a)(5) of the Act, to the contrary, a contract between the City and the Sponsor with the Authority as third party beneficiary under the contract, to provide tax exemption and accept payment in lieu of taxes, as previously described, is effectuated by enactment

of this Ordinance.

**Section 8. Payment of Service Charge.**

The service charge in lieu of taxes as determined under the Ordinance shall be payable in the same manner as general property taxes are payable to the City except that the annual payment shall be paid on or before May 1st of each year.

**Section 9. Duration.**

This Ordinance shall terminate upon payment in full of the Mortgage Loan, plus any outstanding or unpaid charges, due the Authority by the Housing Development; provided that construction of the Housing Development commences within one year from the effective date of this Ordinance.

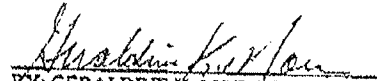
**Section 10. Severability**

Any and all sections, terms, provisions, or clauses of this Ordinance shall be deemed independent and severable. If any court of competent jurisdiction holds any section, term, provision or clause void or invalid, all remaining sections, terms, provisions, or clauses not held void or invalid shall continue in full force and effect.

**Section 11. All Ordinances inconsistent herewith are hereby repealed.**

**Section 12. This Ordinance shall take effect pursuant to the Howell City Charter.**

ADOPTED by the Howell City Council at its regular meeting this 16<sup>th</sup> day of July, 2001.

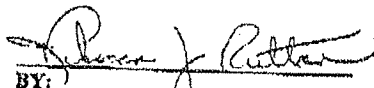
  
BY: GERALDINE K. MOEN, MAYOR

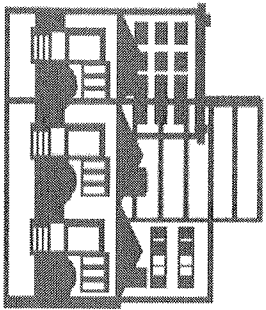
  
BY: REBECCA J. RUTTEN, CLERK

**CERTIFICATION**

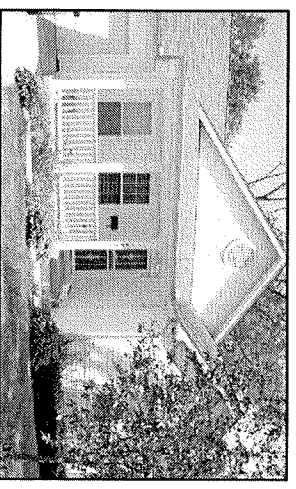
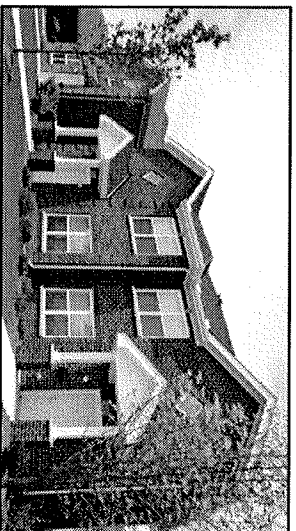
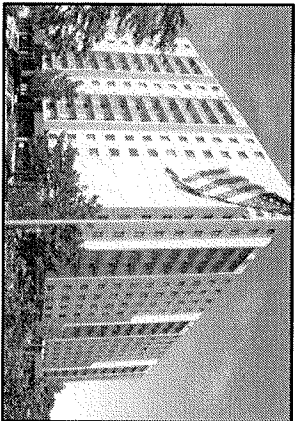
I hereby certify that the foregoing is a true and complete copy of Ordinance No. 123, adopted by the City Council of the City of Howell, Livingston County, Michigan, at a regular meeting held on the 16<sup>th</sup> day of July, 2001 and that the meeting was held and the minutes therefore were filed in compliance with Act No. 267 of the Public Acts of 1976.

IN WITNESS WHEREOF, I have hereto affixed my official signature this 17<sup>th</sup> day of July, 2001.

  
BY:  
Howell City Clerk

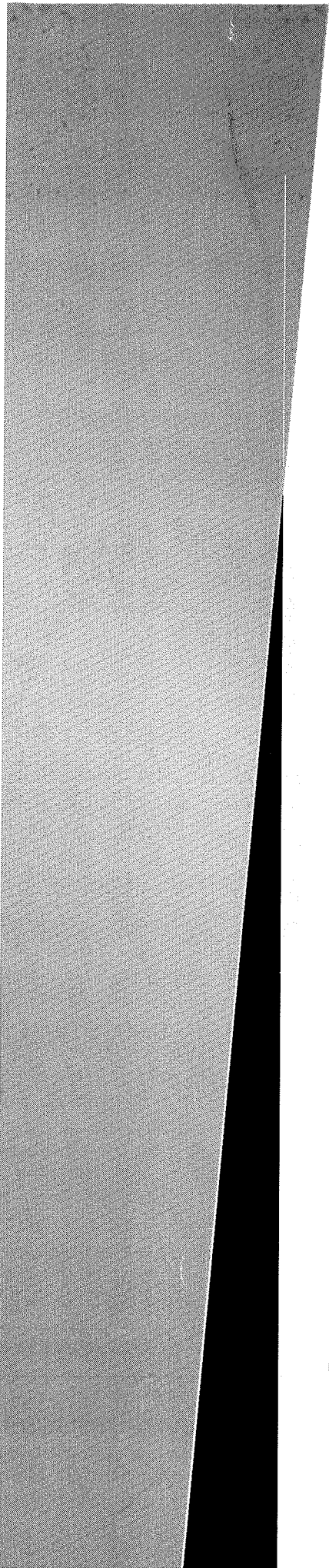


**MICHIGAN  
HOUSING  
COUNCIL**



# AFFORDABLE HOUSING & PILOT

*Working Together to Build and  
Rehabilitate Affordable Housing*



This presentation is endorsed by:

**Michigan State Housing Development Authority**

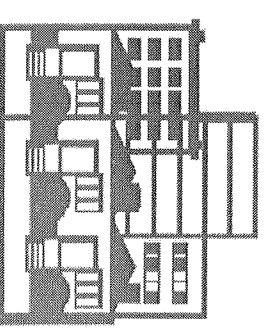
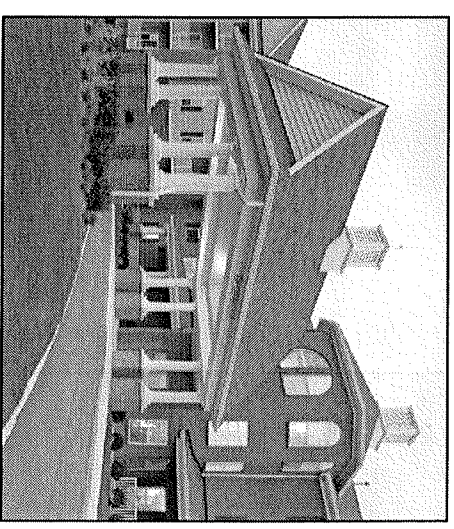
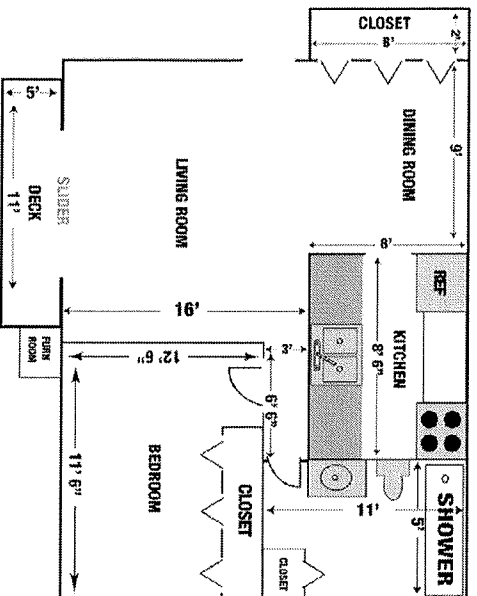
**U.S. Dept. of Housing & Urban Development**

**Community Economic Development Association of Michigan**

**U.S. Dept. of Agriculture Rural Development**

**Michigan Housing Council**

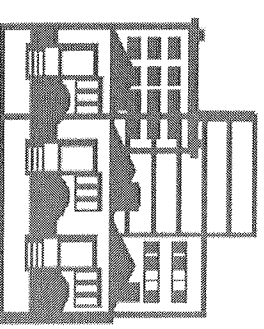
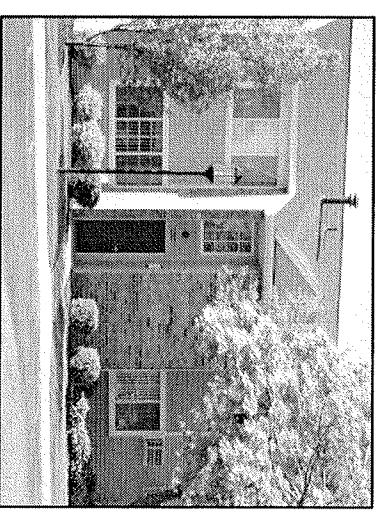
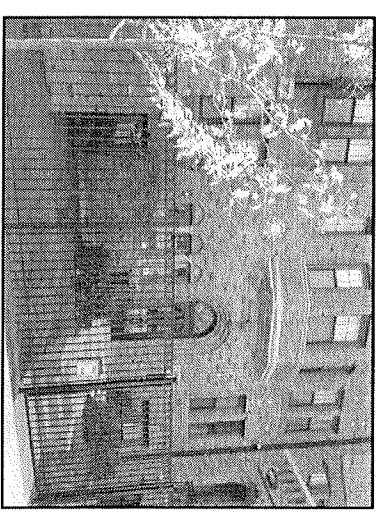
**1 BEDROOM meadows**





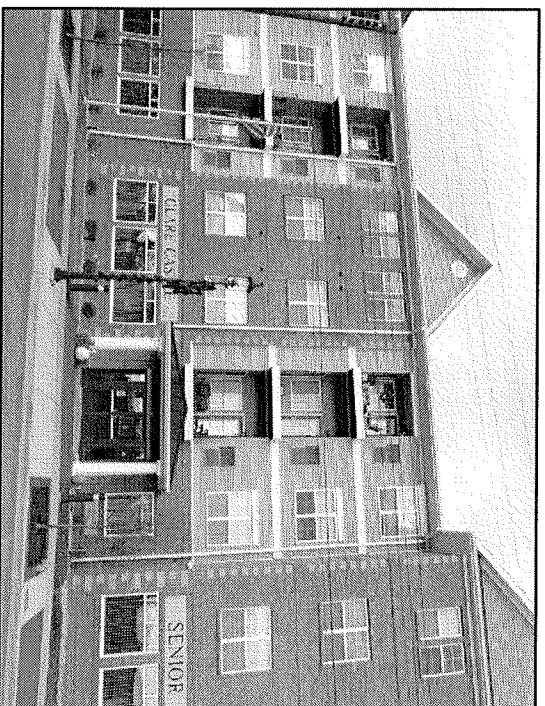
# Payment In Lieu of Taxes

- What is a PILOT?
- How does a PILOT work?
- How does a PILOT benefit the community?
- Why is a PILOT necessary for the development and preservation of affordable housing?

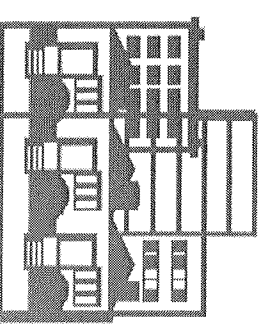


# What is a PILOT?

- An ordinance passed by a city or municipality enabling projects with certain kinds of financing to provide an alternative form of real estate tax payment...generally to support the development of affordable housing.
- A PILOT is applied to the qualified development – not to its ownership entity.



Clare Castle, Clare, Michigan

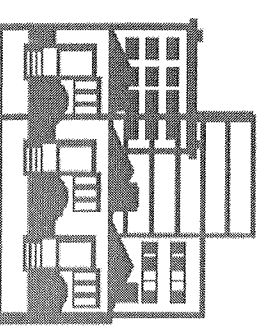


# How Does a PILOT Work?

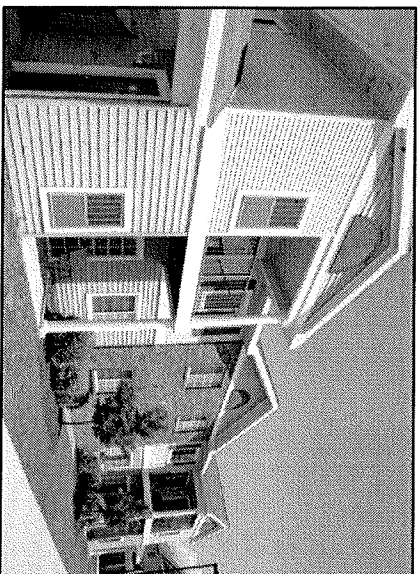
- PILOT was created by Section 15a of the Michigan State Housing Development Authority (MSHDA) Act of 1996 (as amended).
- PILOT allows typical property taxes to be replaced by an alternative payment tied to the development's net rental income.
- PILOT calculation: (total rents collected minus the cost of utilities paid by the development) multiplied by a determined percentage rate (typically 4%).



Renaissance Village,  
Detroit, Michigan

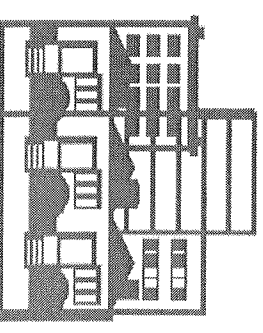


# What is meant by "Affordable Rental Housing"?



Coastal Crossings, South Haven, Michigan

- According to HUD the generally accepted definition of affordability is for a household to pay no more than 30 percent of its annual income on housing.
- HUD determines maximum rents and maximum family income levels by county.
- Affordable housing is sometimes referred to as "Workforce Housing".

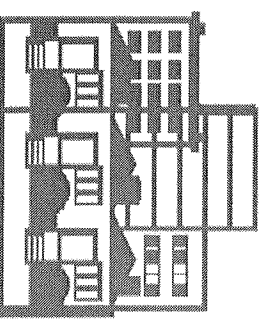




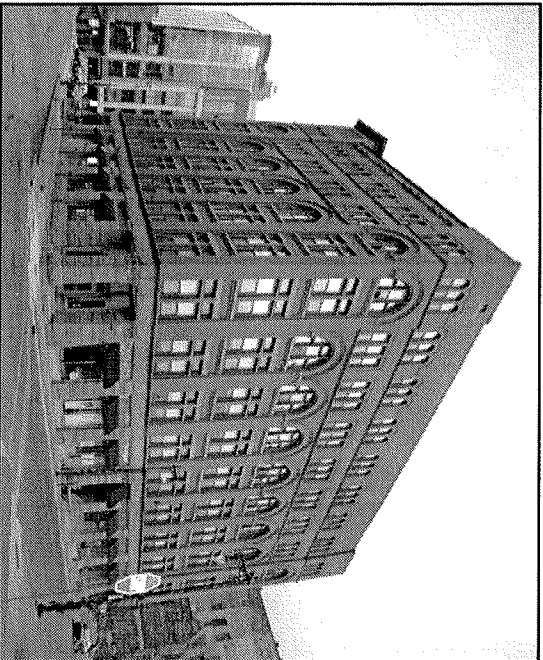
# How Does a PILOT Benefit the Community?

Those who live in affordable housing communities:

- Teachers
- Teachers Aids
- Nursing Assistants
- Medical Technicians
- Retail Workers
- Government Employees
- Bank Employees
- Hospital Support Staffs
- Emergency Service Providers
- Law Enforcement
- Entrepreneurs
- Licensed Practical Nurses
- Day Care Providers
- Retirees
- People with Disabilities

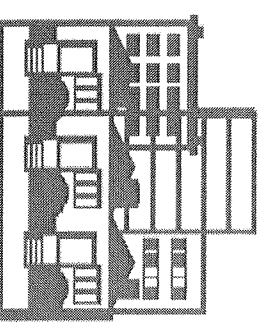


# Why is a PILOT Necessary for the Development & Preservation of Affordable Housing?



Weston Apartments, Grand Rapids, Michigan

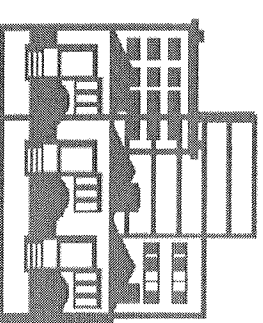
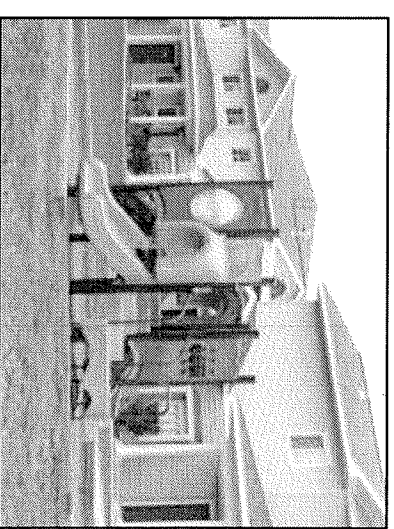
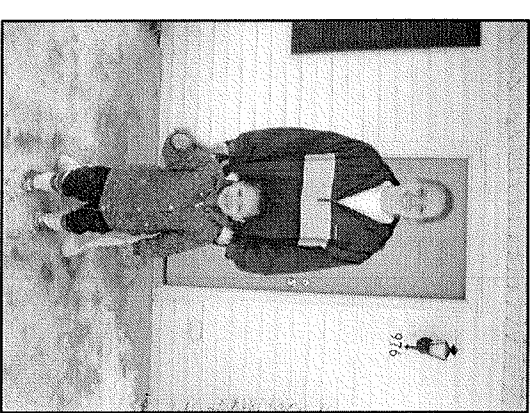
The predictability of future real estate taxes is a significant factor for lenders and equity investors who are asked to commit funds for a development. A PILOT provides predictability.





# Did You Know?

- An estimated 12 million renter and homeowner households now pay more than 50 percent of their annual income for housing.
- A family with one full-time worker earning the minimum wage cannot afford the local fair market rent for a 2-bedroom apartment anywhere in the United States.
- Taxes are typically the highest operational expense of an affordable rental housing community.

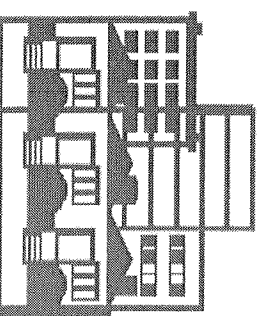


# Why a PILOT IS Needed

Example based on an actual development  
which did not have a PILOT

## EXAMPLE – WHY A PILOT IS NEEDED

EXAMPLE – WHY A PILOT IS NEEDED				
ACTUAL SITUATION (NO PILOT) – 50 APARTMENTS	Per Unit	Per Unit	50 Units	
	Per Mo.	Per Year	Per Year	
Allowable Avg. Rent	\$ 525	\$ 6,300	\$ 315,000	
Less Vacancy @ 5%	\$ (26)	\$ (312)	\$ (15,600)	
Minus Operating Costs (including common area utilities)	\$ (333)	\$ (3,996)	\$ (199,800)	
Minus Loan Payment on \$1M mortgage (\$20K/unit)	\$ (140)	\$ (1,680)	\$ (84,000)	
Minus Actual Property Taxes Imposed by Assessor	\$ (100)	\$ (1,200)	\$ (60,000)	
Cash Flow (negative)	\$ (74)	\$ (888)	\$ (44,400)	

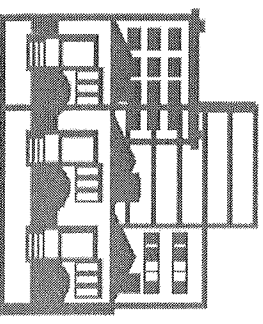
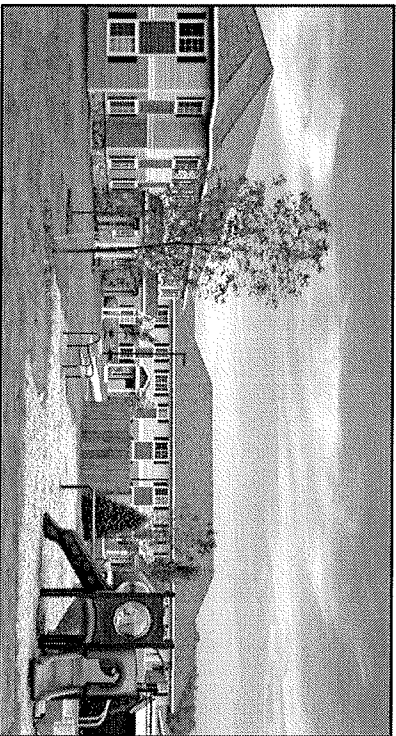




# Example of PILOT Calculation

## 50 units - 4% PILOT

4% PILOT Calculation for 50 Unit Development		Per Unit	Per Unit	50 Units
	Per Mo.	Per Year	Per Year	
Gross Potential Rent	\$ 525	\$ 6,300	\$315,000	
Less Vacancy @ 5%	\$ (26)	\$ (312)	\$ (15,600)	
Less Utilities Paid by Development				
Electricity	\$ (10)	\$ (120)	\$ (6,000)	
Water & Sewer	\$ (25)	\$ (300)	\$ (15,000)	
Heating Fuel	\$ (5)	\$ (60)	\$ (3,000)	
Adjusted Rental Income	\$ 459	\$ (5,508)	\$ 275,400	
PILOT Payment @ 4% rate	\$ 18	\$ 220	\$ 11,016	

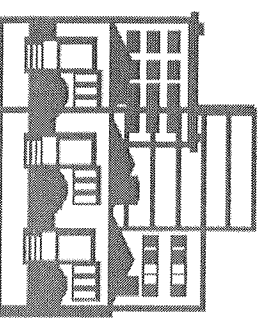
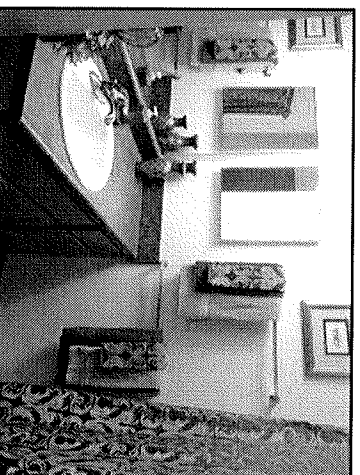
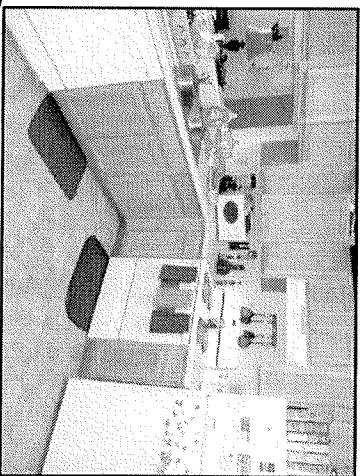


# Why A PILOT Is Needed

Same 50 Unit Development – With a 4% PILOT

## EXAMPLE – WHY A PILOT IS NEEDED

4% PILOT MAKES DEVELOPMENT FEASIBLE	Per Unit Per Mo.	Per Unit Per Year	50 Units Per Year
Rents	\$ 525	\$ 6,300	\$ 315,000
Less Vacancy @ 5%	\$ (26)	\$ (312)	\$ (15,600)
Minus Operating Costs (including common area utilities)	\$ (333)	\$ (3,996)	\$ (199,800)
Minus Loan Payment	\$ (140)	\$ (1,680)	\$ (84,000)
Minus 4% PILOT Payment	\$ (18)	\$ (220)	\$ (11,016)
<b>Cash Flow - Positive</b>	<b>\$ 8</b>	<b>\$ 92</b>	<b>\$ 4,584</b>

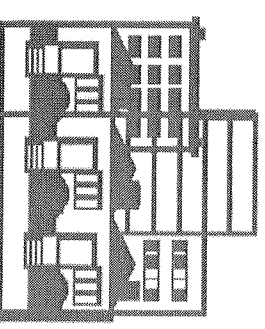
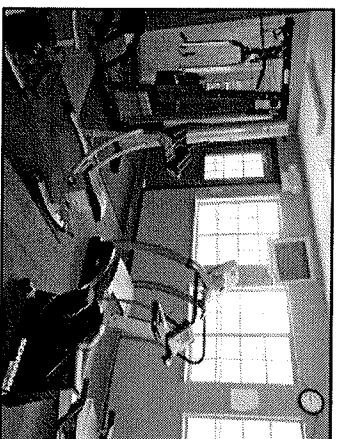
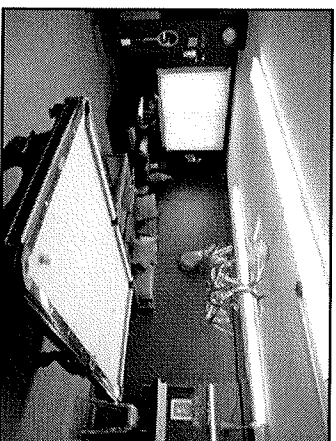


# Frequently Asked Questions

## How does a PILOT affect school funding?

Proposal A (1994) reduced the proportion of school funding provided by local property taxes and increased the proportion funded by the state. About 81% of school funding now comes from the state and federal government and only 19% comes from local taxes.

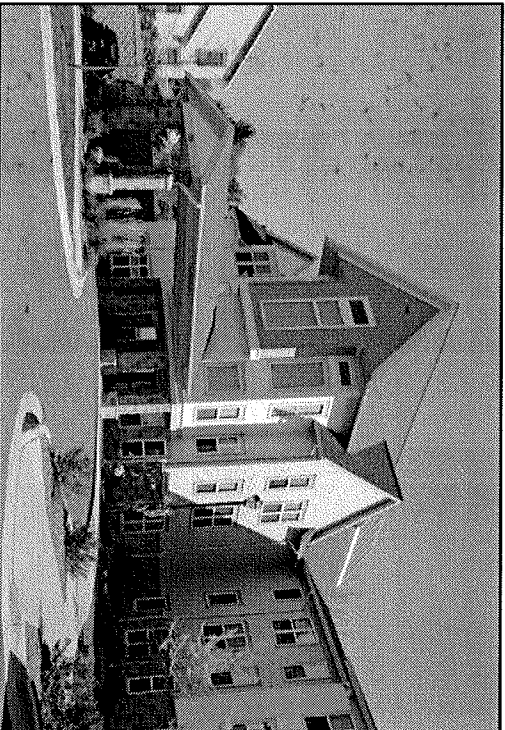
A PILOT will not harm funding for local schools. A PILOT can support workforce housing that increases school enrollment and revenue from the State (~\$7100 per pupil in 2014).





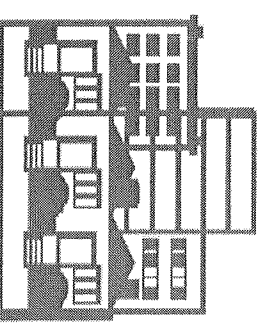
# Frequently Asked Questions

## What is the maximum term of PILOT?



Heron Manor, Grand Rapids, Michigan

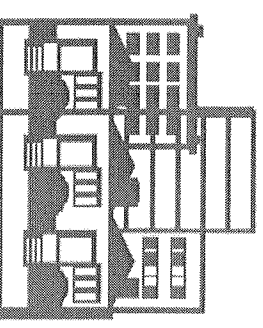
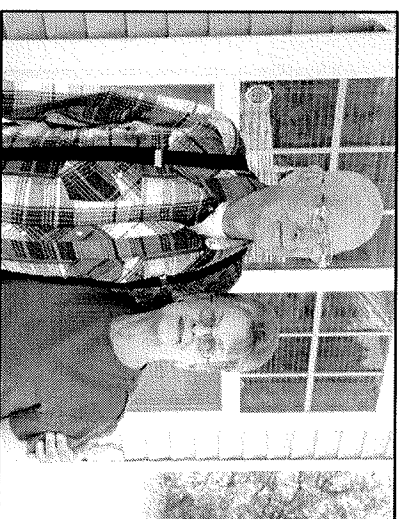
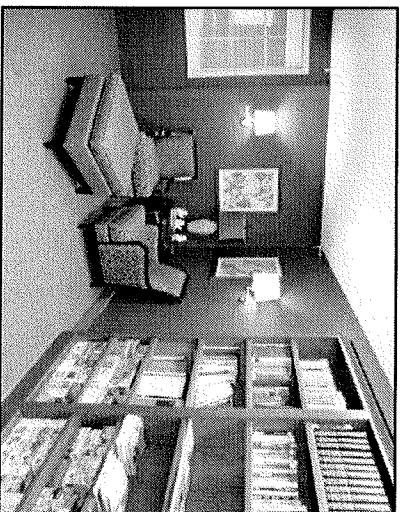
Generally, PILOT Ordinances provide for termination when the government assistance expires and the rent restrictions are lifted. MSHDA interprets the Act to state the term of the PILOT may not exceed 50 years.



# Frequently Asked Questions

If a development is mixed income (with both market rate and affordable units), how do we determine the PILOT?

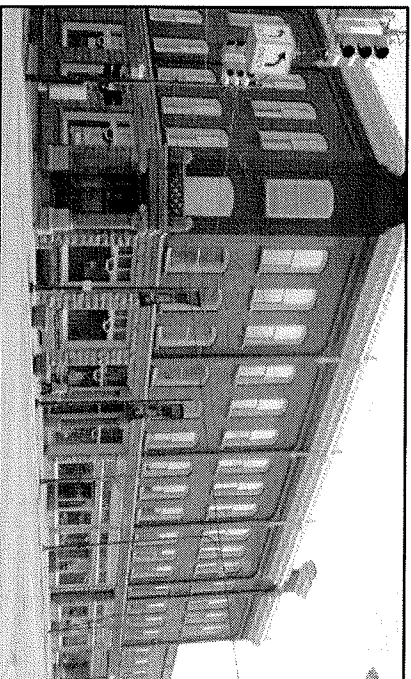
Section 15a provides that anyone who is eligible to move into the development is by definition a “low income person.” [See Section 15a(7)]. The PILOT would be based upon all rents collected minus the development–paid utility costs.



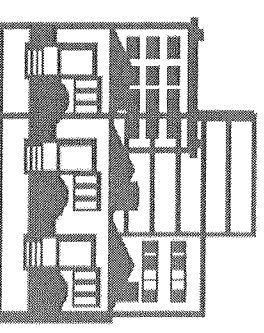
# Frequently Asked Questions

Do PILOT payments need to be redistributed to other local units of government?

According to the Act, PILOT payments are made directly to the tax collecting local government entity which then distributes the payments to the “several units levying the general property tax” in proportion to the percentage each unit would have received from real estate property taxes in the previous calendar year.



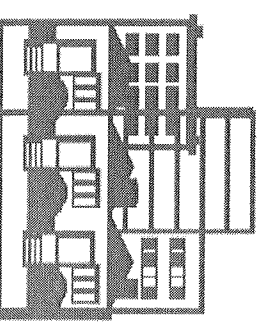
Nisbett-Fairman Residences, Big Rapids, Michigan





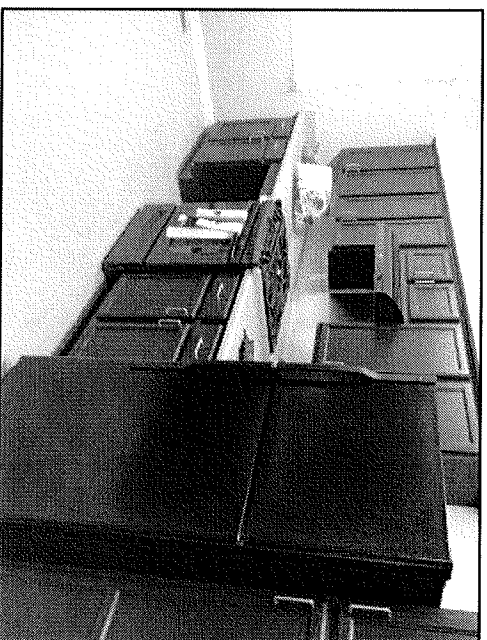
# Requirements for Project Eligibility

- An affordable housing community must serve low-income persons as defined by MSHDA.
- It must have a “federally aided” or “Authority–aided” mortgage as defined in Section 11 of the Act. A project with a mortgage that receives Housing Tax Credits is included.
- It must be owned by a Limited Dividend Housing Association which may be a corporation, a partnership, a limited partnership, a limited liability company, a consumer housing cooperative or a non-profit housing corporation.

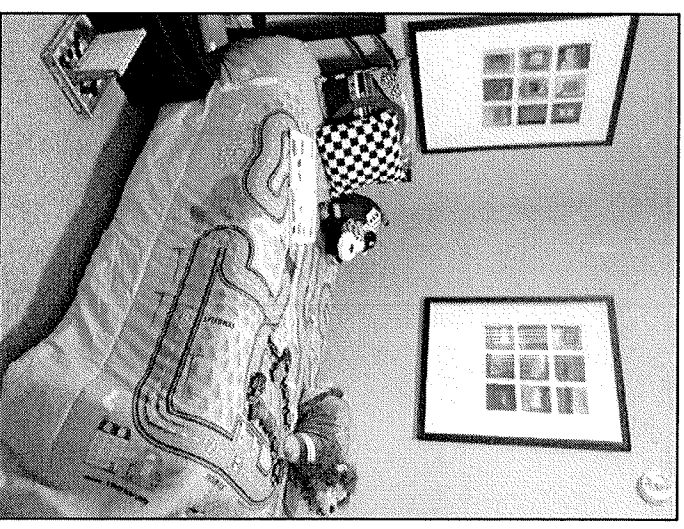


# PILOT Ordinance Requirements

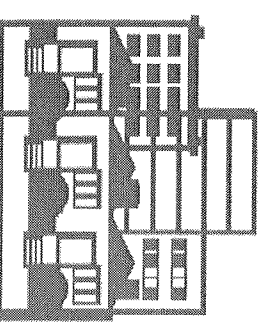
- For MSHDA's Direct Loans the PILOT must remain in effect for the term of the mortgage (35 years).
- The PILOT must be in a form acceptable to MSHDA. A draft Ordinance is available upon request.



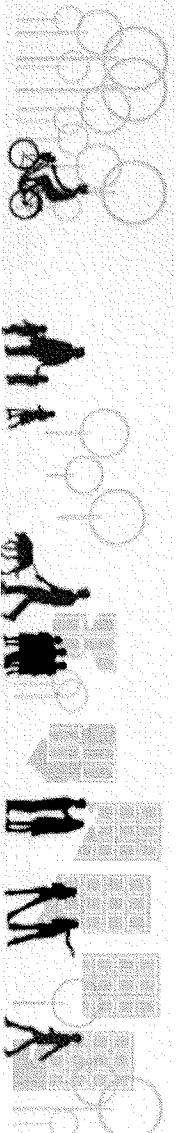
Renaissance Village, Detroit, Michigan



Renaissance Village, Detroit, Michigan

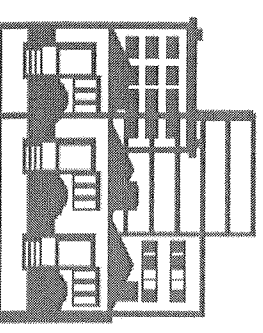


# More About MSHDA



Since 1970, MSHDA has financed more than 400 multifamily housing developments throughout the state. It sells bonds to investors to generate capital for loans to developers of affordable housing. A list of MSHDA–financed developments (with locations and phone numbers) is available at:

[www.michiganhousinglocator.com](http://www.michiganhousinglocator.com)





# AGENDA ITEM

10C

## AGREEMENT OF SALE

The undersigned, hereinafter designated as the Purchaser, hereby offers and agrees to purchase land and premises situated in the Township of Howell, County of Livingston, and State of Michigan, described as follows:

Commonly known as Vacant Land fronting on \_\_Tooley\_\_\_\_\_ Road as identified and described in Howell Township Tax I.D. # 4706-22-100-001. Subject to the lien of real estate taxes not yet due and payable, existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any, all of which shall be reviewed and approved by Purchaser pursuant to the procedure provided in Sections 4 and 16 hereof (the "Permitted Encumbrances").

Together with all improvements and appurtenances, if any; and to pay therefor the sum of:

Two-Hundred Fifty Thousand (\$ 250,000 ) Dollars Cash Purchase

Said property price includes 101 Water REU's and 101 Sanitary Sewer REU's.

Additionally, Purchaser agrees to assume and pay the remaining unpaid water special assessment (\*\$ 103,652 ) principal plus applicable interest at the rate of 5.34 percent per annum) and unpaid sanitary sewer special assessment (\*\$ 288,685 ) principal plus applicable interest at the rate of 5.34 percent per annum). Purchaser shall have the option of continuing to pay said special assessments in annual installments (principal plus interest of 5.34 percent annual interest) through the year 2026, or Purchaser may pay off the principal plus then due interest at any time. (\*Principal amounts are thought to be correct but may be adjusted for correctness by Howell Township at the time this Agreement of Sale is accepted by Seller.)

### THE SALE IS TO BE CONSUMMATED BY CASH:

1. The delivery of a Quit Claim Deed conveying seller's interest for a marketable title subject to the Permitted Encumbrances shall be made upon payment of the full purchase price, in the form of certified check or wire transfer of federal funds.

### COMMITMENT FOR TITLE POLICY:

2. Purchaser shall be solely responsible for obtaining and paying for a complete commitment and subsequent owner's policy of title insurance issued through Cislo Title Company, ("Title Company") for an amount not less than the purchase price hereunder, guaranteeing title in the condition required herein, bearing date later than the acceptance hereof which will be accepted as sufficient showing of title. Any exceptions contained in such commitment shall be subject to Purchaser's approval within the time period set forth in Paragraph 4 below.

TIME OF CLOSING - PURCHASER'S DEFAULT:

3. If this Offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within thirty (30) days after the contingency time limits stated in Paragraph 16 herein. In the event of default by the Purchaser hereunder, the Seller may, as his sole remedy, declare forfeiture hereunder and retain the Deposit as liquidated damages.

TITLE OBJECTIONS - SELLER'S DEFAULT:

4. If objection to the title is made, based upon a written opinion of Purchaser's attorney sent within fifteen (15) days after Purchaser's receipt of the title insurance commitment called for in Paragraph 2, that the title is not acceptable to the Purchaser, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title; (2) to obtain title insurance as required above; or (3) to refund the deposit in full termination of this Agreement if unable or unwilling to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof, or in accordance with the time limits stated in Section 16, whichever shall apply. If the Seller fails to remedy the title or obtain such title insurance or to give the Purchaser the above written notification within said thirty (30) days, Purchaser may waive such objections in writing and proceed with this transaction subject to such title defects and such defects shall be deemed Permitted Encumbrances, or demand that the deposit shall be refunded forthwith in full termination of this Agreement.

POSSESSION:

5. The Seller shall deliver and the Purchaser shall accept possession of said property at the time of closing, subject to the right of tenants as follows: No Tenants.

OWNER OCCUPIED:

6. If the Seller occupies the property or any part thereof, it shall be vacated on or before closing unless mutually agreed upon by Purchaser and Seller.

ENCUMBRANCE REMOVAL:

7. Any existing encumbrances upon the premises which the Seller is required to remove under this Offer may, at Seller's election, be paid and discharged with the purchase money at the time of the consummation of the sale, or if the Purchaser and Seller agree, assumed with abatement of the purchase price.



TAXES; PRORATED ITEMS:

8. All real property taxes against the Premises, of whatever nature and kind, which have become due and payable on or before the Closing Date shall be paid and discharged by Seller. Real property taxes which became, or become, due on or within the 365 days preceding the Closing Date shall be prorated on the so-called due date basis on the basis of a 365 day year (the due date of the Summer tax bill being July 1, and the due date of the Winter tax bill being December 1). All tax prorations shall presume that Purchaser is the owner of the Premises on the Closing Date.

EARNEST MONEY DEPOSIT:

9. Purchaser will, within two (2) business days after Seller's acceptance of this Agreement of Sale to Seller, present an earnest money deposit in the sum of Five Thousand (\$ 5,000) Dollars to be placed in escrow with Cislo Title to be held and applied to the purchase price in the event of purchase consummation, or returned in full to the Purchaser in the event the Seller does not accept this proposal to purchase. Said earnest money deposit shall be fully refunded to Purchaser in the event Purchaser cannot have all contingencies contained in Section 16 removed, provided, however, once all of the contingencies that involve Howell Township and Livingston County approvals contained in Section 16 are removed, then the entire earnest money deposit shall immediately become non-refundable and payable to Seller, but shall be applied to the purchase price in the event of a closing.

ACCEPTANCE TIME:

10. In consideration of the Broker's assistance to the Purchaser in the preparation of this Offer and of his presentation thereof for the Seller's acceptance, the Purchaser agrees that this Offer is irrevocable through February 13, 2019 and if it is not accepted by the Seller within that time, this offer is deemed revoked. Purchaser understands that Seller, being a governmental entity, has a process and procedure to follow by law, and such process may not allow Seller to act within the timelines established herein.

CLOSING PLACE:

11. The closing of this sale shall take place at the office of Cislo Title, Brighton, MI 48114

NOTICES:

12. All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at his address herein set forth.

13. Payment of the purchase money, including the initial deposit, per herein Section 9, shall be made at closing by certified check or wire transfer of federal funds.

14. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, permitted assigns and successors of the respective parties.

15. It is understood that this property is being purchased in its present condition and it will be delivered by Seller to Purchaser in substantially the same condition as when this offer was made. Purchaser acknowledges that it shall accept possession of the subject premises in its presently existing, "AS IS" condition and expressly assumes all risks with respect thereto, including, without limitation, all risk of environmental impairment or liability. Purchaser shall have no recourse whatsoever against Seller for any defective, dangerous or unlawful condition existing on the Subject Premises, and Purchaser expressly waives all right to commence, join, prosecute or otherwise participate as a claimant against Seller in any action or proceeding under authority of any statute, law or regulation, the actual, effective or intended purpose or unintended effect of which is the protection or remediation of the environment. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ITS BROKERS, AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, THE EXISTENCE OF WETLANDS OR WOODLANDS, ENVIRONMENTAL CONTAMINATION, BUILDABLE SOILS OR ANY OTHER MATTER WITH RESPECT TO OR AFFECTING THE PROPERTY.

ADDITIONAL CONDITIONS:

16. Purchaser shall have One Hundred Eighty (180) days after receipt of fully accepted Offer (the "Contingency Period") to inspect and obtain the following items, at Purchaser's sole expense and absolute discretion:

- a) Physical inspection of all aspects of the property, to be completed and paid for by Purchaser.
- b) Purchaser's satisfaction with the results of a Phase I Environmental Audit of the property, if required, to be completed by Purchaser.
- c) Purchaser's satisfaction with a property survey, as may be required by the title company, to be paid for and furnished by Purchaser.
- d) Closing upon site plan approval
- e) Seller shall include to the purchaser the first right of refusal to purchase adjacent contiguous parcel 4706-15-300-002

- f) Contingent upon Howell Township paving Tooley RD from current location to Warner RD at seller's expense
- g) Buyer will deed excess land to Howell Township for Community Park (Approximately 40 Acres)

If Purchaser is unable to satisfy himself of the hereinabove contingencies, at Purchaser's sole discretion as outlined in Subparagraphs (a) through (c) inclusive, Purchaser shall notify Seller in writing prior to the expiration of the Contingency Period and this Purchase Agreement shall be terminated and no longer in effect, all deposit monies shall be refunded to the Purchaser forthwith, subject to the provisions contained in this Agreement of Sale, and the parties hereto shall have no further obligation or liabilities to the other, except as provided in Section 24. If Purchaser does not notify Seller of Purchaser's satisfactions within the time limits set forth above, then the contingencies shall be deemed waived, and Purchaser shall be deemed satisfied with the condition of the Property and its financing arrangements, the Deposit shall be non-refundable and the parties shall proceed to closing as and when required by Paragraph 3 above.

All information gained by Purchaser as a result of any inspections hereunder shall remain strictly confidential, except as disclosure thereof to Purchaser's agents and employees, lenders or investors, as may be necessary in evaluating this transaction, or as may be required by applicable law or legal process. If this transaction does not close, regardless of the reason therefor, this confidentiality provision shall remain in effect indefinitely, and any information supplied to Purchaser by Seller in connection with this transaction shall be returned to Seller.

17. Seller represents that there are no pending or existing lawsuits or litigation affecting the subject property and further holds Purchaser harmless from breach of this representation.

18. This Section intentionally left blank.

19. Within five (5) days of the date of this Agreement, to the extent such items are in the possession of Seller, Seller shall furnish Purchaser, with copies of any information in Seller's possession pertaining to the subject property. Purchaser acknowledges that Seller does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the documents that may be furnished by Seller as provided in this Section 19, and Seller expressly disclaims any such representation and warranty.

20. Purchaser may at its own risk and expense enter upon the premises for the purpose of performing engineering studies, surveys, inspections, and environmental studies at such times as may be reasonably required. Purchaser shall indemnify Seller against loss or claim due to its entry upon the premises and shall, at its sole expense, restore any area disturbed by such inspections or studies to its original condition.

SUPERFUND ACT:



21. To the best of Seller's actual knowledge, but without making inquiry or investigation, Seller represents that (a) no known landfill exists on the property; (b) no known hazardous waste or material has been deposited on the property by Seller; and (c) Seller has received no notice, from any governmental agency, that the property suffers from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

It is further understood and agreed that Broker, Chestnut Real Estate has made no representation as to any hazardous and/or toxic waste issues, and both parties hereby release Broker from any liability.

REPRESENTATION:

22. Seller warrants and represents that it has the authority to accept this Agreement of Sale and that it now holds the title to the property to be conveyed.

ADDITIONAL DOCUMENTS:

23. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

HOLD HARMLESS AND INDEMNIFICATION:

24. The Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of Purchaser's or their officers, directors, agents, contractors, vendors, employees, inspections of the property during the time the Purchase Agreement is in existence. That Seller agrees to indemnify and hold Purchaser harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of the gross negligence of its officers, directors, agents, contractors, vendors, employees, during the time the Purchase Agreement is in existence.

Purchaser shall, at its sole cost and expense, promptly after its inspection(s), restore the property to the condition that existed prior to such inspections, regardless of whether Purchaser intends to close this transaction. The obligations of Purchaser under this Paragraph 24 shall survive any rescission or termination of this Agreement, regardless of the reason therefor.

SURVIVAL OF REPRESENTATION AND WARRANTIES:

25. Any and all representations and warranties as set forth in this Agreement shall survive the Closing; they shall be deemed to have merged with the deed.

EFFECTIVE DATE OF THIS AGREEMENT:

26. For the purposes of the transaction contemplated by this Agreement, the "Effective Date of this Agreement" shall be the date of acknowledgment of the signature by the last party to sign this Agreement, including any initials required.

HEADINGS:

27. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

SATURDAYS, SUNDAYS AND HOLIDAYS:

28. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

WAIVER:

29. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

NO ADVERSE INFORMATION:

30. Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

EMINENT DOMAIN:

31. If before closing all or any material part of the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation to the other and the Deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser Seller's rights to receive any awards that may be made for such taking.

COOPERATION:

32. The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate, at no expense to Seller, in the platting of said property including, but not limited to signature when required and providing existing documents.

RISK:

33. Except as provided in Paragraph 24 hereof, all risk of loss or damage to the property shall be upon Seller until closing is made therefor.

ACCESS:

34. Seller represents and warrants that there exists access (but no existing curb cuts) to the Premises for vehicular and pedestrian ingress and egress from public roads and Seller has no information or belief that there exists any fact or condition which would result in the termination or impairment of that access.

ATTORNEY REVIEW:

35. This Offer to Purchase has been prepared for submission to your attorneys for approval. No representation or recommendation is made by Chestnut Real Estate as to the legal sufficiency, legal effect, or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have the title and all documents examined by an attorney.

BROKER'S KNOWLEDGE:

36. The Purchaser and Seller agree that the Broker and/or Real Estate Agent has been instructed to fully disclose any knowledge that he has or should have concerning possible toxic and hazardous material or substance on or about the subject property, and the Purchaser acknowledges that he has made a competent inspection of the property or that he has been given the opportunity to make a competent inspection, and the Purchaser and Seller do hereby release the Broker and/or Real Estate Agent from any liability concerning toxic and hazardous material or substance on said subject property. The Purchaser and Seller, each hereby expressly waive any claim whatsoever against the Broker and/or Real Estate Agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

TITLE COMPANY'S AUTHORIZATION:


37. The undersigned title company is hereby authorized to retain the deposit under the provisions of the statutes of the State of Michigan and the terms and conditions of this Agreement of Sale. The deposit money in the amount of 5,000 Dollars, shall be deposited with Cislo Title within two (2) business of Seller's acceptance and Purchaser's acknowledgment of this Agreement of Sale, and shall be credited upon the purchase price, if the sale is completed.



PURCHASER:

\_\_\_\_\_, 2019

\_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_  


Phone 810-599-5147

Address \_\_\_\_\_

Email \_\_\_\_\_

ACCEPTANCE OF OFFER:

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing Offer is hereby accepted and the Seller agrees to sell said premises upon the terms stated, modified to include that if the property is split in the future, then the special assessments principals plus then due interests for the entire land and premises shall be paid prior to any split.

The Seller hereby agrees to pay the Chestnut Real Estate, for services rendered and for value received a commission of Six (6%) percent of the sale price (which excludes the special water and sanitary sewer assessments), which shall be due and payable at the time set forth herein for the consummation of the sale. In the event of a co-op sale with another broker, the commission shall be shared 50/50 with such other broker.

By the execution of this instrument the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

\_\_\_\_\_, 2018

\_\_\_\_\_, 2018

SELLER: HOWELL TOWNSHIP

Jonathon Hohenstein, Treasurer

\_\_\_\_\_  
Jean Graham, Clerk

3525 Byron Road  
Howell, Michigan 48855

517-546-2817

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_, 2018

\_\_\_\_\_

TITLE COMPANY'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the \_\_\_\_\_ Dollar deposit money above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

CISLO TITLE

\_\_\_\_\_, 2018

\_\_\_\_\_

Name

\_\_\_\_\_

Title

# PAVING PROPOSAL

(248) 305-6020  
FAX: (248) 305-6023



- PARKING LOTS • DRIVEWAYS
- REPAIR WORK • FREE ESTIMATES

46900 W. 12 MILE ROAD NOVI, MICHIGAN 48377  
www.copelandpavinginc.com

COMMERCIAL  
INDUSTRIAL  
RESIDENTIAL

OCTOBER 22, 2018

PAGE 1 OF 2

NAME: CHESTNUT DEVELOPMENT, LLC  
 ATTN: CHRISTIAN BUGEJA / STEVE GRONOW  
 MAILING ADDRESS: 3800 CHILSON ROAD  
 CITY, STATE AND ZIP: HOWELL, MI 48843  
 CUSTOMER PHONE: 810-217-1126 CHRISTIAN / 810-559-5147 STEVE  
 EMAIL: [christian@chestnutrealestate.com](mailto:christian@chestnutrealestate.com) [steve@chestnutdev.com](mailto:steve@chestnutdev.com)  
 JOB NAME: GRADE AND PAVE – 2990 BOWEN ROAD, HOWELL

We will do the following items of work with the following specifications, quantities, and unit prices enumerated below:

1. Grade existing stone for proper water flow and depth.
2. Install 2" of 13A leveling asphalt material approximately 72,270 Sq. Ft.
3. Install 2" of 13A wearing asphalt material.
4. Stripe to new layout.
5. Clean up all debris caused by this paving operation.
6. Upon acceptance of this proposal it is required that the authorized party notify and supply Copeland Paving any copies of Bonds issued for this project or a Notice of Commencement where no bonds have been issued.
7. Please read all general conditions stated on the back of this contract as they become a part of it.
8. Pay schedule to be as follows:
  - a.) 50 % of the total estimated contract price down.
  - b.) 50 % of the total estimated contract price upon completion.

The total estimated contract price is One Hundred Ninety Thousand Eight Hundred Fifty Six Dollars (\$190,856.00).

NOTE: The price in this contract is valid for the next 20 days; contract price is subject to change based on unstable and fluctuating gas and oil prices.

NOTE: Any and all permits, bonds or inspection fees will be the responsibility of the owner.

NOTE: Prices valid for the 2018 paving season only.

The above quoted prices may be subject to change if not accepted within 20 days from the date of the proposal.

---

Duly Authorized Signature  
CURTIS COPELAND

ACCEPTED: The above prices, specifications and Conditions are satisfactory and are hereby accepted. You are authorized to do the work as specified. Payment will be made as outlined above.

---

Signature of Acceptance	Date
-------------------------	------

PRINT NAME AND TITLE

SIGN AND RETURN ORIGINAL WHITE COPY

TO ROAD SIGN



## GENERAL CONDITIONS

PAGE 2 OF 2

NO ORAL AGREEMENTS:	It is expressly understood that all the terms, agreements and conditions relating to this contact are only those expressed in writing herein, and that there are no oral representations, undertakings, terms, agreements or conditions of any kind.
APPROVAL:	This proposal will not be binding upon our company until the signed acceptance has been received by us, and until it has been checked and signed by an officer or agent of this company.
CHANGES:	No changes or alterations in the specifications shall be allowed except in writing and at prices agreed upon at the time the changes are authorized.
OTHER CONTRACT TERMS:	The contractor makes no warranties or representations that the work to be done by contractor will comply with State regulations/laws regarding compaction. If the owner wants the contractor to meet the State regulations/laws regarding compaction, then the owner must have a qualified inspector on the job from the very beginning of contractors performance (including preparations of the base) until the work is completed. The owner would be responsible for all costs incidental to the meeting of the compaction laws/regulations, including, but not limited to the cost of all testing, repairs or adjustments made by the contractor to reach acceptable compaction levels.
PROPERTY LINES:	The Purchaser of this paving work shall establish and designate property lines, and Purchaser shall be obligated to pay for work performed as ordered in the event the property lines established and designated by Purchaser trespass on other property, and Purchaser shall also be responsible for any damages caused thereby to the owner of such property.
DELAYS:	The contractor shall complete the job within a reasonable time but shall not be liable for delays beyond the control of the contractor.
PERMITS:	The owner or the Purchaser of the above work shall pay for any and all permits or assessments if they are required.
WET OR UNSTABLE SUB GRADE:	No materials will be placed on a wet, unstable or frozen sub grade. A suitable sub grade is a condition precedent to the requirement of performance of this contract.
REPRODUCTION CRACKS:	When resurfacing concrete, brick or asphalt pavements the contractor is not responsible for the reproduction of cracks or expansion joints which may occur.
MINIMUM GRADE:	Contractor reserves the right to refuse to construct a pavement unless minimum grades of 1% are possible for surface drainage. If the owner directs construction with less than a minimum grade of 1%, it is understood that waterproofing may occur and that no warranty attaches to the work as to satisfactory surface drainage. Depressions over ¼ inch will be filled.
STOCK PILING MATERIALS:	Contractor shall be permitted to stockpile materials necessary to the performance of its work, on the purchaser's property adjacent to the site of the work, without cost.
UNDERGROUND STRUCTURES:	It is purchaser's responsibility to advise contractor of the existence and location of all underground structures such as sewers, water and gas lines, etc., which might be encountered by contractor in the performance of its work hereunder. Contractor shall be deemed to have notice of the existence of only those structures specifically referred to in this proposal, and of the location thereof as indicated in this proposal. If it develops in the performance of the work that the identity or location of the underground structures varies from those specified herein, any extra cost occasioned thereby in moving, protecting or covering the same, or otherwise shall be borne by the Purchaser.
SOIL CONDITION:	Should any unusual soil conditions be encountered not specifically referred to in this proposal, any extra cost in the performance of the work occasioned by such conditions shall be paid by Purchaser.
TREE ROOTS:	Contractor shall not be responsible for damage to trees occasioned by removal of tree roots in preparing the road bed, nor shall contractor be obligated to remove damaged or destroyed trees.
HIDDEN OBJECTS:	Contractor assumes no responsibility for removing hidden objects encountered during the performance of the work. Any costs incurred by the removal and disposal of such hidden objects shall be borne solely by the Purchaser and the Contractor shall be reimbursed accordingly.
ZONING REQUIREMENTS & OTHER LOCAL REGULATIONS:	Contractor assumes no responsibility for determining whether the Purchaser has the legal right or authority to pave the property as directed. Notwithstanding that such work might be deemed to violate any ordinance, zoning regulation, or other law, the Purchaser shall, nevertheless, be obligated to pay for work performed as ordered.
DISPUTE RESOLUTIONS:	If it is necessary for the contractor to initiate legal proceedings or arbitration proceedings to enforce the terms of this agreement against the owner, then, and in such event, the contractor will be entitled to collect from the owner as part of contractors damages, all of its cost and attorney fees.
AUTHORIZED SIGNATURES:	The party signing this contract represents and warrants that he / she is authorized to execute the agreement on behalf of the owner of the real property involved.
WARRANTY:	One year warranty from completion date on workmanship and material.

## Howell Township Treasurer

---

**From:** Jodie Tedesco <jtedesco@livingstonroads.org>  
**Sent:** Friday, January 25, 2019 2:12 PM  
**To:** Howell Township Treasurer  
**Cc:** Mike Craine  
**Subject:** RE: Tooley Road - Howell Township

Hi Jonathan,

Tooley Road from the end of pavement near the Airport Drive to Warner Road is approximately 4,000 feet. A typical budget would be somewhere between \$300 and \$400 per foot to reconstruct a gravel road. Therefore a good estimate to start with would be between 1.2 Million to 1.5 Million to pave Tooley Road from Airport Drive up to Warner.

Please let me know if you have any questions.

Thank you,

Jodie

**From:** Howell Township Treasurer <treasurer@howelltownshipmi.org>  
**Sent:** Thursday, January 24, 2019 9:57 AM  
**To:** Jodie Tedesco <jtedesco@livingstonroads.org>  
**Cc:** Howell Township Supervisor <supervisor@howelltownshipmi.org>  
**Subject:** Tooley Road - Howell Township

Jodie,

We have someone interested in some property on Tooley Rd., but they would want the rest of Tooley Rd. paved from the airport driveway up to Warner Rd.. Would it be possible to get an estimate of what that would cost?

Thanks,

Jonathan

Howell Township Treasurer  
[treasurer@howelltownshipmi.org](mailto:treasurer@howelltownshipmi.org)  
517-546-2817

# AGENDA ITEM

10D



## AGREEMENT OF SALE

The undersigned, hereinafter designated as the Purchaser, hereby offers and agrees to purchase land and premises situated in the Township of Howell, County of Livingston, and State of Michigan, described as follows:

Commonly known as Vacant Land fronting on Mason Road as identified and described in Howell Township Tax I.D. # 4706-32-400-013. Subject to the lien of real estate taxes not yet due and payable, existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any, all of which shall be reviewed and approved by Purchaser pursuant to the procedure provided in Sections 4 and 16 hereof (the "Permitted Encumbrances").

Together with all improvements and appurtenances, if any; and to pay therefor the sum of:

<sup>Four</sup>  
~~Six~~-Hundred Thousand (\$ 400,000 ) Dollars Cash Purchase

Said property price includes 75 Water REU's and 569 Sanitary Sewer REU's.

Additionally, Purchaser agrees to assume and pay the remaining unpaid water special assessment (\*\$0 ) principal plus applicable interest at the rate of 0 percent per annum) and unpaid sanitary sewer special assessment (\*\$741,992) principal plus applicable interest at the rate of 5.27584 percent per annum). Purchaser shall have the option of continuing to pay said special assessments in annual installments (principal plus interest of 5.27584 percent annual interest) through the year 2025, or Purchaser may pay off the principal plus then due interest at any time. (\*Principal amounts are thought to be correct but may be adjusted for correctness by Howell Township at the time this Agreement of Sale is accepted by Seller.)

### THE SALE IS TO BE CONSUMMATED BY CASH:

1. The delivery of a Quit Claim Deed conveying seller's interest for a marketable title subject to the Permitted Encumbrances shall be made upon payment of the full purchase price, in the form of certified check or wire transfer of federal funds.

### COMMITMENT FOR TITLE POLICY:

2. Purchaser shall be solely responsible for obtaining and paying for a complete commitment and subsequent owner's policy of title insurance issued through Cislo Title Company, ("Title Company") for an amount not less than the purchase price hereunder, guaranteeing title in the condition required herein, bearing date later than the acceptance hereof which will be accepted as sufficient showing of title. Any exceptions contained in such commitment shall be subject to Purchaser's approval within the time period set forth in Paragraph 4 below.

TIME OF CLOSING - PURCHASER'S DEFAULT:

3. If this Offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within thirty (30) days after the contingency time limits stated in Paragraph 16 herein or within thirty (30) days from final site plan approval of 272 ranch style apartment homes, whichever is greater. In the event of default by the Purchaser hereunder, the Seller may, as his sole remedy, declare forfeiture hereunder and retain the Deposit as liquidated damages.

TITLE OBJECTIONS - SELLER'S DEFAULT:

4. If objection to the title is made, based upon a written opinion of Purchaser's attorney sent within fifteen (15) days after Purchaser's receipt of the title insurance commitment called for in Paragraph 2, that the title is not acceptable to the Purchaser, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title; (2) to obtain title insurance as required above; or (3) to refund the deposit in full termination of this Agreement if unable or unwilling to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof, or in accordance with the time limits stated in Section 16, whichever shall apply. If the Seller fails to remedy the title or obtain such title insurance or to give the Purchaser the above written notification within said thirty (30) days, Purchaser may waive such objections in writing and proceed with this transaction subject to such title defects and such defects shall be deemed Permitted Encumbrances, or demand that the deposit shall be refunded forthwith in full termination of this Agreement.

POSSESSION:

5. The Seller shall deliver and the Purchaser shall accept possession of said property at the time of closing, subject to the right of tenants as follows: No Tenants.

OWNER OCCUPIED:

6. If the Seller occupies the property or any part thereof, it shall be vacated on or before closing unless mutually agreed upon by Purchaser and Seller.

ENCUMBRANCE REMOVAL:

7. Any existing encumbrances upon the premises which the Seller is required to remove under this Offer may, at Seller's election, be paid and discharged with the purchase money at the time of the consummation of the sale, or if the Purchaser and Seller agree, assumed with abatement of the purchase price.

TAXES; PRORATED ITEMS:

8. All real property taxes against the Premises, of whatever nature and kind, which have become due and payable on or before the Closing Date shall be paid and discharged by Seller. Real property taxes which became, or become, due on or within the 365 days preceding the Closing Date shall be prorated on the so-called due date basis on the basis of a 365 day year (the due date of the Summer tax bill being July 1, and the due date of the Winter tax bill being December 1). All tax prorations shall presume that Purchaser is the owner of the Premises on the Closing Date.

EARNEST MONEY DEPOSIT:

9. Purchaser will, ~~within five (5) business days~~ after Seller's acceptance of this Agreement of Sale to Seller, present an earnest money deposit in the sum of Five Thousand (\$ 5,000 ) Dollars to be placed in escrow with Cislo Title to be held and applied to the purchase price in the event of purchase consummation, or returned in full to the Purchaser in the event the Seller does not accept this proposal to purchase. Said earnest money deposit shall be fully refunded to Purchaser in the event Purchaser cannot have all contingencies contained in Section 16 removed, provided, however, once all of the contingencies that involve Howell Township and Livingston County approvals contained in Section 16 are removed, then the entire earnest money deposit shall immediately become non-refundable and payable to Seller, but shall be applied to the purchase price in the event of a closing.

ACCEPTANCE TIME:

10. In consideration of the Broker's assistance to the Purchaser in the preparation of this Offer and of his presentation thereof for the Seller's acceptance, the Purchaser agrees that this Offer is irrevocable through February 13, 2019 and if it is not accepted by the Seller within that time, this offer is deemed revoked. Purchaser understands that Seller, being a governmental entity, has a process and procedure to follow by law, and such process may not allow Seller to act within the timelines established herein.

CLOSING PLACE:

11. The closing of this sale shall take place at the office of Cislo Title, Brighton, MI 48114

NOTICES:

12. All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at his address herein set forth.

13. Payment of the purchase money, including the initial deposit, per herein Section 9, shall be made at closing by certified check or wire transfer of federal funds.

14. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, permitted assigns and successors of the respective parties.

15. It is understood that this property is being purchased in its present condition and it will be delivered by Seller to Purchaser in substantially the same condition as when this offer was made. Purchaser acknowledges that it shall accept possession of the subject premises in its presently existing, "AS IS" condition and expressly assumes all risks with respect thereto, including, without limitation, all risk of environmental impairment or liability. Purchaser shall have no recourse whatsoever against Seller for any defective, dangerous or unlawful condition existing on the Subject Premises, and Purchaser expressly waives all right to commence, join, prosecute or otherwise participate as a claimant against Seller in any action or proceeding under authority of any statute, law or regulation, the actual, effective or intended purpose or unintended effect of which is the protection or remediation of the environment. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ITS BROKERS, AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, THE EXISTENCE OF WETLANDS OR WOODLANDS, ENVIRONMENTAL CONTAMINATION, BUILDABLE SOILS OR ANY OTHER MATTER WITH RESPECT TO OR AFFECTING THE PROPERTY.

**ADDITIONAL CONDITIONS:**

16. Purchaser shall have **One Hundred Eighty (180) days** after receipt of fully accepted Offer (the "Contingency Period") to inspect and obtain the following items, at Purchaser's sole expense and absolute discretion:

- a) Physical inspection of all aspects of the property, to be completed and paid for by Purchaser.
- b) Purchaser's satisfaction with the results of a Phase I Environmental Audit of the property, if required, to be completed by Purchaser.
- c) Purchaser's satisfaction with a property survey, as may be required by the title company, to be paid for and furnished by Purchaser.



- d) Parties agree to use the Attached Exhibit B for purposes of calculating costs for all sewer and water REU's and Connection fees for 272 total Apartment Units

If Purchaser is unable to satisfy himself of the hereinabove contingencies, at Purchaser's sole discretion as outlined in Subparagraphs (a) through (c) inclusive, Purchaser shall notify Seller in writing prior to the expiration of the Contingency Period and this Purchase Agreement shall be terminated and no longer in effect, all deposit monies shall be refunded to the Purchaser forthwith, subject to the provisions contained in this Agreement of Sale, and the parties hereto shall have no further obligation or liabilities to the other, except as provided in Section 24. If Purchaser does not notify Seller of Purchaser's satisfactions within the time limits set forth above, then the contingencies shall be deemed waived, and Purchaser shall be deemed satisfied with the condition of the Property and its financing arrangements, the Deposit shall be non-refundable and the parties shall proceed to closing as and when required by Paragraph 3 above.

All information gained by Purchaser as a result of any inspections hereunder shall remain strictly confidential, except as disclosure thereof to Purchaser's agents and employees, lenders or investors, as may be necessary in evaluating this transaction, or as may be required by applicable law or legal process. If this transaction does not close, regardless of the reason therefor, this confidentiality provision shall remain in effect indefinitely, and any information supplied to Purchaser by Seller in connection with this transaction shall be returned to Seller.

17. Seller represents that there are no pending or existing lawsuits or litigation affecting the subject property and further holds Purchaser harmless from breach of this representation.

18. This Section intentionally left blank.

19. Within five (5) days of the date of this Agreement, to the extent such items are in the possession of Seller, Seller shall furnish Purchaser, with copies of any information in Seller's possession pertaining to the subject property. Purchaser acknowledges that Seller does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the documents that may be furnished by Seller as provided in this Section 19, and Seller expressly disclaims any such representation and warranty.

20. Purchaser may at its own risk and expense enter upon the premises for the purpose of performing engineering studies, surveys, inspections, and environmental studies at such times as may be reasonably required. Purchaser shall indemnify Seller against loss or claim due to its entry upon the premises and shall, at its sole expense, restore any area disturbed by such inspections or studies to its original condition.

SUPERFUND ACT:

21. To the best of Seller's actual knowledge, but without making inquiry or investigation, Seller represents that (a) no known landfill exists on the property; (b) no known hazardous waste or material has been deposited on the property by Seller; and (c) Seller has received no notice, from any governmental agency, that the property suffers from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

It is further understood and agreed that Broker, Chestnut Real Estate has made no representation as to any hazardous and/or toxic waste issues, and both parties hereby release Broker from any liability.

REPRESENTATION:

22. Seller warrants and represents that it has the authority to accept this Agreement of Sale and that it now holds the title to the property to be conveyed.

ADDITIONAL DOCUMENTS:

23. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

HOLD HARMLESS AND INDEMNIFICATION:

24. The Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of Purchaser's or their officers, directors, agents, contractors, vendors, employees, inspections of the property during the time the Purchase Agreement is in existence. That Seller agrees to indemnify and hold Purchaser harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of the gross negligence of its officers, directors, agents, contractors, vendors, employees, during the time the Purchase Agreement is in existence.

Purchaser shall, at its sole cost and expense, promptly after its inspection(s), restore the property to the condition that existed prior to such inspections, regardless of whether Purchaser intends to close this transaction. The obligations of Purchaser under this Paragraph 24 shall survive any rescission or termination of this Agreement, regardless of the reason therefor.

SURVIVAL OF REPRESENTATION AND WARRANTIES:

25. Any and all representations and warranties as set forth in this Agreement shall survive the Closing; they shall be deemed to have merged with the deed.

EFFECTIVE DATE OF THIS AGREEMENT:

26. For the purposes of the transaction contemplated by this Agreement, the "Effective Date of this Agreement" shall be the date of acknowledgment of the signature by the last party to sign this Agreement, including any initials required.

HEADINGS:

27. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

SATURDAYS, SUNDAYS AND HOLIDAYS:

28. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

WAIVER:

29. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

NO ADVERSE INFORMATION:

30. Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

EMINENT DOMAIN:

31. If before closing all or any material part of the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation to the other and the Deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser Seller's rights to receive any awards that may be made for such taking.

COOPERATION:

32. The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate, at no expense to Seller, in the platting of said property including, but not limited to signature when required and providing existing documents.

RISK:

33. Except as provided in Paragraph 24 hereof, all risk of loss or damage to the property shall be upon Seller until closing is made therefor.

ACCESS:

34. Seller represents and warrants that there exists access (but no existing curb cuts) to the Premises for vehicular and pedestrian ingress and egress from public roads and Seller has no information or belief that there exists any fact or condition which would result in the termination or impairment of that access.

ATTORNEY REVIEW:

35. This Offer to Purchase has been prepared for submission to your attorneys for approval. No representation or recommendation is made by Chestnut Real Estate as to the legal sufficiency, legal effect, or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have the title and all documents examined by an attorney.

BROKER'S KNOWLEDGE:

36. The Purchaser and Seller agree that the Broker and/or Real Estate Agent has been instructed to fully disclose any knowledge that he has or should have concerning possible toxic and hazardous material or substance on or about the subject property, and the Purchaser acknowledges that he has made a competent inspection of the property or that he has been given the opportunity to make a competent inspection, and the Purchaser and Seller do hereby release the Broker and/or Real Estate Agent from any liability concerning toxic and hazardous material or substance on said subject property. The Purchaser and Seller, each hereby expressly waive any claim whatsoever against the Broker and/or Real Estate Agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

TITLE COMPANY'S AUTHORIZATION:

37. The undersigned title company is hereby authorized to retain the deposit under the provisions of the statutes of the State of Michigan and the terms and conditions of this Agreement of Sale. The deposit money in the amount of 5,000 Dollars, shall be deposited with Cislo Title within two (2) business of Seller's acceptance and Purchaser's acknowledgment of this Agreement of Sale, and shall be credited upon the purchase price, if the sale is completed.

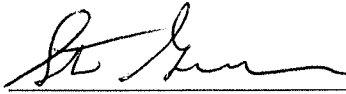


PURCHASER:

\_\_\_\_\_, 2019

\_\_\_\_\_, 2019

\_\_\_\_\_  
\_\_\_\_\_



Phone 810-599-5147

Address \_\_\_\_\_

Email \_\_\_\_\_

ACCEPTANCE OF OFFER:

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing Offer is hereby accepted and the Seller agrees to sell said premises upon the terms stated, modified to include that if the property is split in the future, then the special assessments principals plus then due interests for the entire land and premises shall be paid prior to any split.

The Seller hereby agrees to pay the Chestnut Real Estate, for services rendered and for value received a commission of Zero (0%) percent of the sale price (which excludes the special water and sanitary sewer assessments), which shall be due and payable at the time set forth herein for the consummation of the sale. In the event of a co-op sale with another broker, the commission shall be shared 50/50 with such other broker.

By the execution of this instrument the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

\_\_\_\_\_, 2018

\_\_\_\_\_, 2018

SELLER: HOWELL TOWNSHIP

Jonathon Hohenstein, Treasurer

\_\_\_\_\_  
Jean Graham, Clerk

3525 Byron Road  
Howell, Michigan 48855

517-546-2817

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

PURCHASER:

\_\_\_\_\_

\_\_\_\_\_, 2018

\_\_\_\_\_

TITLE COMPANY'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the \_\_\_\_\_ Dollar deposit money above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

CISLO TITLE

\_\_\_\_\_, 2018

\_\_\_\_\_

Name

\_\_\_\_\_

Title

## EXHIBIT B

### \*\*No Reallocation of Water REU

Mason Rd. Property	
Land Cost	400,000.00
Sewer Connection Fee (180) \$4830x180	869,400.00
Old Water Connection Fee (75) \$4830x75	362,250.00
New Water Connection Fee (105)	
\$1330x105 to TWP	139,650.00
\$3500x105 to MHOG	367,500.00
Future Sewer Debt ( on tax bill)	741,992.00
<b>Additional Water REU 105 (105*2299)</b>	241,395.00
Total Cost	3,122,187.00
Cost per unit (272)	11,478.63

\*\* This scenario assumes the purchase of 105 Water REU's

# AGENDA ITEM

10E





**Chestnut Real Estate**

6253 Grand River, Suite 800  
Brighton, MI 48114

RE: 3150 Crandall Road #4706-16-400-001

Offer Details:

- \$75,000 Purchase price paid with a loan
  - Subject to satisfactory appraisal
  - Subject to completion of the sale of current property owned by the Buyer which is scheduled to close on 02/08/19
- \$1,000 Earnest Money Deposit
- Buyer to obtain and pay for title policy
- Buyer to assume water and sewer assessment
- 45 Day "Contingency Period" which includes
  - Inspection including percolation test
  - Satisfactory survey at Buyer's expense
  - Township verifications, taxes, assessments, SEV, zoning etc., within 7 days
  - Satisfactory Phase I Environmental Audit

Christian Bugeja, REALTOR  
6235 Grand River  
Brighton, MI 48116  
810-217-1126  
Christian@chestnutrealestate.com

Office: 810-599-3984

Fax: 517-947-6643

[www.chestnutrealestate.com](http://www.chestnutrealestate.com)

## AGREEMENT OF SALE

The undersigned, hereinafter designated as the Purchaser, hereby offers and agrees to purchase land and premises situated in the Township of Howell, County of Livingston, and State of Michigan, described as follows:

Commonly known as Vacant Land fronting on 3150 Crandall Road Road as identified and described in Howell Township Tax I.D. # 4706-~~16~~-~~400~~-~~001~~. Subject to the lien of real estate taxes not yet due and payable, existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any, all of which shall be reviewed and approved by Purchaser pursuant to the procedure provided in Sections 4 and 16 hereof (the "Permitted Encumbrances").

Together with all improvements and appurtenances, if any; and to pay therefor the sum of:

Seventy five thousand (\$ 75,000 ) Dollars Cash Purchase

Said property price includes 20 Water REU's and 20 Sanitary Sewer REU's.

Additionally, Purchaser agrees to assume and pay the remaining unpaid water special assessment (\*\$20,525) principal plus applicable interest at the rate of 5.34 percent per annum) and unpaid sanitary sewer special assessment (\*\$57,165) principal plus applicable interest at the rate of 5.34 percent per annum). Purchaser shall have the option of continuing to pay said special assessments in annual installments (principal plus interest of \_\_\_\_\_ percent annual interest) through the year 2026, or Purchaser may pay off the principal plus then due interest at any time.

(\*Principal amounts are thought to be correct but may be adjusted for correctness by Howell Township at the time this Agreement of Sale is accepted by Seller.)

### THE SALE IS TO BE CONSUMMATED BY CASH:

1. The delivery of a Quit Claim Deed conveying seller's interest for a marketable title subject to the Permitted Encumbrances shall be made upon payment of the full purchase price, in the form of certified check or wire transfer of federal funds.

### COMMITMENT FOR TITLE POLICY:

2. Purchaser shall be solely responsible for obtaining and paying for a complete commitment and subsequent owner's policy of title insurance issued through Cislo Title Company ("Title Company") for an amount not less than the purchase price hereunder, guaranteeing title in the condition required herein, bearing date later than the acceptance hereof which will be accepted as sufficient showing of title. Any exceptions contained in such commitment shall be subject to Purchaser's approval within the time period set forth in Paragraph 4 below.

TIME OF CLOSING - PURCHASER'S DEFAULT:

3. If this Offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within fifteen (15) days after the contingency time limits stated in Paragraph 16 herein. In the event of default by the Purchaser hereunder, the Seller may, as his sole remedy, declare forfeiture hereunder and retain the Deposit as liquidated damages.

TITLE OBJECTIONS - SELLER'S DEFAULT:

4. If objection to the title is made, based upon a written opinion of Purchaser's attorney sent within fifteen (15) days after Purchaser's receipt of the title insurance commitment called for in Paragraph 2, that the title is not acceptable to the Purchaser, the Seller shall have thirty (30) days from the date he is notified in writing of the particular defects claimed, either (1) to remedy the title; (2) to obtain title insurance as required above; or (3) to refund the deposit in full termination of this Agreement if unable or unwilling to remedy the title or obtain title insurance. If the Seller remedies the title or shall obtain such title policy within the time specified, the Purchaser agrees to complete the sale within ten (10) days of written notification thereof, or in accordance with the time limits stated in Section 16, whichever shall apply. If the Seller fails to remedy the title or obtain such title insurance or to give the Purchaser the above written notification within said thirty (30) days, Purchaser may waive such objections in writing and proceed with this transaction subject to such title defects and such defects shall be deemed Permitted Encumbrances, or demand that the deposit shall be refunded forthwith in full termination of this Agreement.

POSSESSION:

5. The Seller shall deliver and the Purchaser shall accept possession of said property at the time of closing, subject to the right of tenants as follows: No Tenants.

OWNER OCCUPIED:

6. If the Seller occupies the property or any part thereof, it shall be vacated on or before closing unless mutually agreed upon by Purchaser and Seller.

ENCUMBRANCE REMOVAL:

7. Any existing encumbrances upon the premises which the Seller is required to remove under this Offer may, at Seller's election, be paid and discharged with the purchase money at the time of the consummation of the sale, or if the Purchaser and Seller agree, assumed with abatement of the purchase price.

TAXES; PRORATED ITEMS:

8. All real property taxes against the Premises, of whatever nature and kind, which have become due and payable on or before the Closing Date shall be paid and discharged by Seller. Real property taxes which became, or become, due on or within the 365 days preceding the Closing Date shall be prorated on the so-called due date basis on the basis of a 365 day year (the due date of the Summer tax bill being July 1, and the due date of the Winter tax bill being December 1). All tax prorations shall presume that Purchaser is the owner of the Premises on the Closing Date.

EARNEST MONEY DEPOSIT:

9. Purchaser will, within two (2) business days after Seller's acceptance of this Agreement of Sale to Seller, present an earnest money deposit in the sum of One thousand dollars (\$ 1,000 ) Dollars to be placed in escrow with Cislo Title to be held and applied to the purchase price in the event of purchase consummation, or returned in full to the Purchaser in the event the Seller does not accept this proposal to purchase. Said earnest money deposit shall be fully refunded to Purchaser in the event Purchaser cannot have all contingencies contained in Section 16 removed, provided, however, once all of the contingencies that involve Howell Township and Livingston County approvals contained in Section 16 are removed, then the entire earnest money deposit shall immediately become non-refundable and payable to Seller, but shall be applied to the purchase price in the event of a closing.

ACCEPTANCE TIME:

10. In consideration of the Broker's assistance to the Purchaser in the preparation of this Offer and of his presentation thereof for the Seller's acceptance, the Purchaser agrees that this Offer is irrevocable through 2/13/19, 20\_\_ and if it is not accepted by the Seller within that time, this offer is deemed revoked. Purchaser understands that Seller, being a governmental entity, has a process and procedure to follow by law, and such process may not allow Seller to act within the timelines established herein.

CLOSING PLACE:

11. The closing of this sale shall take place at the office of Cislo Title, Brighton

NOTICES:

12. All notices, deliveries or tenders given or made in connection herewith shall be deemed completed and legally sufficient, if mailed or delivered to the respective party for whom the same is intended at his address herein set forth.

13. Payment of the purchase money, including the initial deposit, per herein Section 9, shall be made at closing by certified check or wire transfer of federal funds.



14. The pronouns and relative words herein used are written in the masculine and singular only. If more than one join in the execution hereof as Seller or Purchaser, or either be of the feminine sex or a corporation, such words shall be read as if written in plural, feminine or neuter, respectively. The covenants herein shall bind the heirs, personal representative, administrators, executors, permitted assigns and successors of the respective parties.

15. It is understood that this property is being purchased in its present condition and it will be delivered by Seller to Purchaser in substantially the same condition as when this offer was made. Purchaser acknowledges that it shall accept possession of the subject premises in its presently existing, "AS IS" condition and expressly assumes all risks with respect thereto, including, without limitation, all risk of environmental impairment or liability. Purchaser shall have no recourse whatsoever against Seller for any defective, dangerous or unlawful condition existing on the Subject Premises, and Purchaser expressly waives all right to commence, join, prosecute or otherwise participate as a claimant against Seller in any action or proceeding under authority of any statute, law or regulation, the actual, effective or intended purpose or unintended effect of which is the protection or remediation of the environment. PURCHASER ACKNOWLEDGES AND AGREES THAT, EXCEPT AS MAY BE EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER SELLER NOR ITS BROKERS, AGENTS, CONTRACTORS OR REPRESENTATIVES HAVE MADE ANY REPRESENTATIONS, WARRANTIES, PROMISES, COVENANTS, AGREEMENTS OR GUARANTEES OF ANY KIND OR CHARACTER WHATSOEVER, WHETHER EXPRESS OR IMPLIED, ORAL OR WRITTEN, PAST, PRESENT OR FUTURE, OF, AS TO, CONCERNING OR WITH RESPECT TO THE NATURE, QUALITY OR CONDITION OF THE PROPERTY, THE EXISTENCE OF WETLANDS OR WOODLANDS, ENVIRONMENTAL CONTAMINATION, BUILDABLE SOILS OR ANY OTHER MATTER WITH RESPECT TO OR AFFECTING THE PROPERTY.

ADDITIONAL CONDITIONS:

16. Purchaser shall have Forty Five (45) days after receipt of fully accepted Offer (the "Contingency Period") to inspect and obtain the following items, at Purchaser's sole expense and absolute discretion:

- a) Physical inspection of all aspects of the property, to be completed and paid for by Purchaser.
- b) Purchaser's satisfaction with the results of a Phase I Environmental Audit of the property, if required, to be completed by Purchaser.
- c) Purchaser's satisfaction with a property survey, as may be required by the title company, to be paid for and furnished by Purchaser.

If Purchaser is unable to satisfy himself of the hereinabove contingencies, at Purchaser's sole discretion as outlined in Subparagraphs (a) through (c) inclusive, Purchaser shall notify Seller in writing prior to the expiration of the Contingency Period and this Purchase Agreement shall be terminated and no longer in effect, all deposit monies shall be refunded to the Purchaser forthwith, subject to the provisions contained in this Agreement of Sale, and the parties hereto shall have no further obligation or liabilities to the other, except as provided in Section 24. If Purchaser does not notify Seller of Purchaser's satisfactions within the time limits set forth

above, then the contingencies shall be deemed waived, and Purchaser shall be deemed satisfied with the condition of the Property and its financing arrangements, the Deposit shall be non-refundable and the parties shall proceed to closing as and when required by Paragraph 3 above.

All information gained by Purchaser as a result of any inspections hereunder shall remain strictly confidential, except as disclosure thereof to Purchaser's agents and employees, lenders or investors, as may be necessary in evaluating this transaction, or as may be required by applicable law or legal process. If this transaction does not close, regardless of the reason therefor, this confidentiality provision shall remain in effect indefinitely, and any information supplied to Purchaser by Seller in connection with this transaction shall be returned to Seller.

17. Seller represents that there are no pending or existing lawsuits or litigation affecting the subject property and further holds Purchaser harmless from breach of this representation.

18. This Section intentionally left blank.

19. Within five (5) days of the date of this Agreement, to the extent such items are in the possession of Seller, Seller shall furnish Purchaser, with copies of any information in Seller's possession pertaining to the subject property. Purchaser acknowledges that Seller does not make any representation or warranty of whatever nature regarding the truth, accuracy, validity, completeness, usefulness, suitability or any other aspect of the documents that may be furnished by Seller as provided in this Section 19, and Seller expressly disclaims any such representation and warranty.

20. Purchaser may at its own risk and expense enter upon the premises for the purpose of performing engineering studies, surveys, inspections, and environmental studies at such times as may be reasonably required. Purchaser shall indemnify Seller against loss or claim due to its entry upon the premises and shall, at its sole expense, restore any area disturbed by such inspections or studies to its original condition.

#### SUPERFUND ACT:

21. To the best of Seller's actual knowledge, but without making inquiry or investigation, Seller represents that (a) no known land fill exists on the property; (b) no known hazardous waste or material has been deposited on the property by Seller; and (c) Seller has received no notice, from any governmental agency, that the property suffers from any environmental problems as set forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

It is further understood and agreed that Broker has made no representation as to any hazardous and/or toxic waste issues, and both parties hereby release Broker from any liability.

REPRESENTATION:

22. Seller warrants and represents that it has the authority to accept this Agreement of Sale and that it now holds the title to the property to be conveyed.

ADDITIONAL DOCUMENTS:

23. Each party agrees to execute any additional documents reasonably requested by the other to carry out the intent of this Agreement.

HOLD HARMLESS AND INDEMNIFICATION:

24. The Purchaser agrees to indemnify and hold Seller harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of Purchaser's or their officers, directors, agents, contractors, vendors, employees, inspections of the property during the time the Purchase Agreement is in existence. That Seller agrees to indemnify and hold Purchaser harmless from any claims, suits, damages, costs, losses and any expenses resulting or arising from or out of the gross negligence of its officers, directors, agents, contractors, vendors, employees, during the time the Purchase Agreement is in existence.

Purchaser shall, at its sole cost and expense, promptly after its inspection(s), restore the property to the condition that existed prior to such inspections, regardless of whether Purchaser intends to close this transaction. The obligations of Purchaser under this Paragraph 24 shall survive any rescission or termination of this Agreement, regardless of the reason therefor.

SURVIVAL OF REPRESENTATION AND WARRANTIES:

25. Any and all representations and warranties as set forth in this Agreement shall survive the Closing; they shall be deemed to have merged with the deed.

EFFECTIVE DATE OF THIS AGREEMENT:

26. For the purposes of the transaction contemplated by this Agreement, the "Effective Date of this Agreement" shall be the date of acknowledgment of the signature by the last party to sign this Agreement, including any initials required.

HEADINGS:

27. The headings of this Agreement are for purposes of reference only and shall not limit or define the meaning of the provisions of this Agreement.

SATURDAYS, SUNDAYS AND HOLIDAYS:

28. Whenever in this Agreement it is provided that notice must be given or an act performed or payment made on a certain date, and if such date falls on a Saturday, Sunday or holiday, the date of the notice of performance or payment shall be the next following business day.

WAIVER:

29. No waiver of any of the provisions of this Agreement shall be deemed or shall constitute a waiver of any other provisions, whether or not similar, nor shall any waiver be a continuing waiver. No waiver shall be binding unless executed in writing by the party making the waiver.

NO ADVERSE INFORMATION:

30. Seller represents and warrants that it has no adverse information with regard to the real estate which it has not disclosed to Purchaser and that there are no judicial or administrative proceedings pending or threatened against the real estate and Seller is not aware of any facts which might result in any action, suit or other proceedings.

EMINENT DOMAIN:

31. If before closing all or any material part of the real estate is taken by eminent domain, Purchaser may terminate this Agreement. If Purchaser terminates, neither Seller nor Purchaser shall have any further obligation to the other and the Deposit will be promptly returned to Purchaser. If Purchaser does not terminate, this Agreement will remain in effect and Seller will assign to Purchaser Seller's rights to receive any awards that may be made for such taking.

COOPERATION:

32. The parties hereto agree to cooperate with each other in every reasonable way in carrying out the transaction contemplated hereby, in obtaining and delivering all required closing documents, and obtaining the required governmental approvals, and agree to use their best efforts to expeditiously accomplish same. In addition, Seller agrees to cooperate, at no expense to Seller, in the platting of said property including, but not limited to signature when required and providing existing documents.

RISK:

33. Except as provided in Paragraph 24 hereof, all risk of loss or damage to the property shall be upon Seller until closing is made therefor.

ACCESS:

34. Seller represents and warrants that there exists access (but no existing curb cuts) to the Premises for vehicular and pedestrian ingress and egress from public roads and Seller has no



information or belief that there exists any fact or condition which would result in the termination or impairment of that access.

ATTORNEY REVIEW:

35. This Offer to Purchase has been prepared for submission to your attorneys for approval. No representation or recommendation is made by Chestnut Real Estate as to the legal sufficiency, legal effect, or tax consequences of this Offer to Purchase or the transaction relating thereto; the parties shall rely solely upon the advice of their own legal counsel as to the legal and tax consequences of this Offer to Purchase. All Purchasers of real estate should have the title and all documents examined by an attorney.

BROKER'S KNOWLEDGE:

36. The Purchaser and Seller agree that the Broker and/or Real Estate Agent has been instructed to fully disclose any knowledge that he has or should have concerning possible toxic and hazardous material or substance on or about the subject property, and the Purchaser acknowledges that he has made a competent inspection of the property or that he has been given the opportunity to make a competent inspection, and the Purchaser and Seller do hereby release the Broker and/or Real Estate Agent from any liability concerning toxic and hazardous material or substance on said subject property. The Purchaser and Seller, each hereby expressly waive any claim whatsoever against the Broker and/or Real Estate Agent before or after the closing of this transaction arising out of or in connection with any of the foregoing.

TITLE COMPANY'S AUTHORIZATION:

37. The undersigned title company is hereby authorized to retain the deposit under the provisions of the statutes of the State of Michigan and the terms and conditions of this Agreement of Sale. The deposit money in the amount of \_\_\_\_\_ Dollars, shall be deposited with Cisko Title within two (2) business of Seller's acceptance and Purchaser's acknowledgment of this Agreement of Sale, and shall be credited upon the purchase price, if the sale is completed.

PURCHASER:

\_\_\_\_\_, 2018

Authentication  
**Keith Gordon**  
1/26/2019 3:58:59 PM EST

\_\_\_\_\_, 2018

Phone \_\_\_\_\_

Address \_\_\_\_\_  
\_\_\_\_\_

Email \_\_\_\_\_

ACCEPTANCE OF OFFER:

TO THE ABOVE NAMED PURCHASER AND BROKER:

The foregoing Offer is hereby accepted and the Seller agrees to sell said premises upon the terms stated, modified to include that if the property is split in the future, then the special assessments principals plus then due interests for the entire land and premises shall be paid prior to any split.

The Seller hereby agrees to pay the Chestnut Real Estate, for services rendered and for value received a commission of Six (6%) percent of the sale price (which excludes the special water and sanitary sewer assessments), which shall be due and payable at the time set forth herein for the consummation of the sale. In the event of a co-op sale with another broker, the commission shall be shared 50/50 with such other broker.

By the execution of this instrument the Seller acknowledges the receipt of a copy of this Agreement.

IN THE PRESENCE OF:

SELLER: HOWELL TOWNSHIP

\_\_\_\_\_, 2018

\_\_\_\_\_  
Jonathon Hohenstein, Treasurer

\_\_\_\_\_, 2018

\_\_\_\_\_  
Jean Graham, Clerk

3525 Byron Road  
Howell, Michigan 48855  
517-546-2817

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

The Purchaser hereby acknowledges the receipt of the Seller's signed acceptance of the foregoing Offer to Purchase.

PURCHASER:

\_\_\_\_\_, 2018

TITLE COMPANY'S ACKNOWLEDGEMENT OF DEPOSIT

Received from the above named Purchaser the \_\_\_\_\_ Dollar deposit money above mentioned which will be returned forthwith if the foregoing Offer is not accepted within the time above set forth.

CISLO TITLE

\_\_\_\_\_, 2018

\_\_\_\_\_  
Name

\_\_\_\_\_  
Title

This Addendum is attached to and made part of the Purchase Agreement dated 1-25-2019 covering property located at:  
3150 CRANDALL RD Howell MI 48855

THE PURCHASE AGREEMENT IS SUBJECT TO AND CONTINGENT UPON SATISFACTORY COMPLETION OF THE FOLLOWING ITEMS AS DESIGNATED:  
(CHECK ALL THAT APPLY)

Unless Purchaser notifies Seller (or Seller's Agent), in writing, of Purchaser's dissatisfaction of any contingencies listed below on or before the times specified, the contingency will be deemed WAIVED and this transaction shall proceed to closing. Upon proper notification, in writing, of Purchaser's dissatisfaction of any contingencies below, Purchaser shall have the option to declare the Purchase Agreement null and void and Deposit shall be returned to Purchaser.

X VG TOWNSHIP OR CITY VERIFICATIONS

Purchaser's review and approval of taxes, assessments, SEV, zoning, school district and Principal Residence Exemption within 7 calendar days of acceptance of this Purchase Agreement.

\_\_\_\_\_ SUBDIVISION/CONDOMINIUM BY-LAWS/RESTRICTIONS/FEEES

Within 5 calendar days of acceptance of this Purchase Agreement, Seller to provide the By-laws, Restrictions, Association Information and/or fees. Purchaser shall have 5 calendar days from receipt to review.

VG LEGAL DESCRIPTION

Seller to provide complete legal description within 10 calendar days of acceptance of this Purchase Agreement.

\_\_\_\_\_ APPROVAL BY ATTORNEYS

Purchaser's and Seller's attorney review and approval of contract language within 5 calendar days of acceptance of this Purchase Agreement. Unless letter of non-approval is received from Purchaser's or Seller's attorney within said time frame, this transaction shall proceed to closing in accordance with the terms of the Purchase Agreement.

X VG SURVEY

Purchaser's receipt and satisfaction of a stake survey of the subject property at the:  
(Check one box below)

Purchaser's expense OR  Seller's expense on or before \_\_\_\_\_.

X VG PERCOLATION TEST

A percolation test satisfactory to Purchaser from the County Health Department at the  
(Check one box below)

Purchaser's expense OR  Seller's expense on or before \_\_\_\_\_.

\_\_\_\_\_ PROPERTY TAX PRORATION - Typical for counties where taxes are paid in arrears

Taxes will be treated as if they cover the CALENDAR year in which they are first billed. Taxes first billed in years prior to the year of closing will be paid by Seller without prorating. Taxes which are first billed in the year of closing will be prorated so Seller will pay taxes from the first of the year to closing date and Purchaser will pay taxes for the balance of the year, including the day of closing. If any bill for taxes is not issued as of the date of closing, the then current taxable value and tax rate plus any administrative fees will be substituted and prorated.

\_\_\_\_\_ INSPECTION AND PURCHASER'S SATISFACTION

Purchaser may investigate what permits will be necessary for Purchaser's intended use of the property including, but not limited to, land use permits/building restrictions, driveway and building permits on or before \_\_\_\_\_.

X VG \_\_\_\_\_ 1-25-2019 \_\_\_\_\_  
Purchaser Date Seller Date

\_\_\_\_\_ \_\_\_\_\_  
Purchaser Date Seller Date



# Fraud Alert

## IMPORTANT REMINDER TO OUR CLIENTS AND CUSTOMERS:

We all appreciate the convenience of transacting business via email, however it is very important to be diligent when doing so.

The following scenario is a true example:

Buyer receives closing documents and wiring instructions via email from her buyer's agent. Soon thereafter, the same closing documents and different wiring instructions are received from the same agent. The buyer wires funds in accordance with the second set of wiring instructions only to find that the second email was fraudulent and DID NOT come from the agent. Of course, by the time this is discovered, the money is long gone.

## FOLLOWING ARE SOME IMPORTANT GUIDELINES:

1. Never transmit confidential information over **free** Wi-Fi.
2. It is very unusual for wiring instructions to be changed. Receiving an email changing wiring instruction should raise concern. Do not wire money until you have confirmed wiring instructions via telephone call initiated by you to a known number! Do not call any number shown on the email changing the wiring instructions.
3. Never trust contact information in unverified emails.
4. Review all emails carefully. A fake email can appear to be from someone you have been corresponding with regularly. Often these types of fake emails can be spotted on the basis of style, tone, grammar and/or awkward sentence structure. Trust your instincts. If a message looks suspicious, follow up with a phone call to a number known by you to be legitimate and check it out. It only takes a few minutes.
5. Beware of last minute instructions, particularly if those instructions contradict earlier instructions.

Client Signature:  \_\_\_\_\_ Date: \_\_\_\_\_

Client Signature: \_\_\_\_\_ Date: \_\_\_\_\_



MICHIGAN | WISCONSIN  
www.greenstonefcs.com

1040 W. Highland Rd.  
Howell, MI 48843  
Phone: 517.546.2840  
Fax: 517.546.5623  
Toll Free: 800.658.1195

February 5, 2019

Keith Gordon  
2584 Pleasant St.  
Brighton, MI 48114

RE: Real Estate Purchase

Dear Keith,

I have reviewed the application and financial information you have submitted for your loan request to purchase real estate in the amount of \$150,000.

At this time, we can conditionally approve you for a loan in the amount of \$120,000. The conditions of this approval are:

**Satisfactory appraisal in the amount of \$150,000**

**Satisfactory title work**

**Evidence of sale of current property and sufficient funds to close**

If you, or anyone associated with this transaction, would like to contact me directly regarding this approval, you can reach me at my contact information listed below.

Sincerely,

A handwritten signature in black ink, appearing to read "James Cole", is written over a faint, illegible printed name.

James Cole  
517-546-2840 Office  
517-930-2899 Cell  
James.cole@greenstonefcs.com



## Disclosure Regarding Real Estate Agency Relationships

Before you disclose confidential information to a real estate licensee regarding a real estate transaction, you should understand what type of agency relationship you have with that licensee. A real estate transaction is a transaction involving the sale or lease of any legal or equitable interest in real estate consisting of not less than 1 or not more than 4 residential dwelling units or consisting of a building site for a residential unit on either a lot as defined in section 102 of the land division act, 1967 PA 288, MCL 560.102, or a condominium unit as defined in section 4 of the condominium act, 1978 PA 59, MCL 559.104.

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
  - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
  - (b) The performance of the terms of the service provision agreement.
  - (c) Loyalty to the interest of the client.
  - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
  - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent. A real estate licensee does not act as an attorney, tax advisor, surveyor, appraiser, environmental expert, or structural or mechanical engineer and you should contact professionals on these matters.
  - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
  - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.
  
- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
  - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
  - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
  - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
  - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
  - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

Michigan law requires real estate licensees who are acting as agents of sellers or buyers of real property to advise the potential sellers or buyers with whom they work of the nature of their agency relationship.

### SELLER'S AGENTS

A seller's agent, under a listing agreement with the seller, acts solely on behalf of the seller. A seller can authorize a seller's agent to work with subagents, buyer's agents and/or transaction coordinators. A subagent of the seller is one who has agreed to work with the listing agent, and who, like the listing agent, acts solely on behalf of the seller. Seller's agents and their subagents will disclose to the seller known information about the buyer which may be used to the benefit of the seller.

Individual services may be waived by the seller through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

**BUYER'S AGENTS**

A buyer's agent, under a buyer's agency agreement with the buyer, acts solely on behalf of the buyer. A subagent of the buyer is one who has agreed to work with the buyer's agent with who, like the buyer's agent, acts solely on behalf of the buyer. Buyer's agents and their subagents will disclose to the buyer known information about the seller which may be used to benefit the buyer.

Individual services may be waived by the buyer through execution of a limited service agreement. Only those services set forth in paragraph (2)(b), (c), and (d) above may be waived by the execution of a limited service agreement.

**DUAL AGENTS**

A real estate licensee can be the agent of both the seller and the buyer in a transaction, but only with the knowledge and informed consent, in writing, of both the seller and the buyer.

In such a dual agency situation, the licensee will not be able to disclose all known information to either the seller or the buyer. As a dual agent, the licensee will not be able to provide the full range of fiduciary duties to the seller or the buyer.

The obligations of a dual agent are subject to any specific provisions set forth in any agreement between the dual agent, the seller and the buyer.

**TRANSACTION COORDINATOR**

A transaction coordinator is a licensee who is not acting as an agent of either the seller or the buyer, yet is providing services to complete a real estate transaction. The transaction coordinator is not an agent for either party and therefore owes no fiduciary duty to either party.

**DESIGNATED AGENCY**

A buyer or seller with a designated agency agreement is represented only by agents specifically named in the agreement. Any agents of the firm not named in the agreement do not represent the buyer or seller. The named "designated" agent acts solely on behalf of his or her client and may only share confidential information about the client with the agent's supervisory broker who is also named in the agreement. Other agents in the firm have no duties to the buyer or seller and may act solely on behalf of another party in the transaction.

**LICENSEE DISCLOSURE (Check one)**

I hereby disclose that the agency status of the licensee named below is:

- Seller's agent
- Seller's agent – limited service agreement
- Buyer's agent
- Buyer's agent – limited service agreement
- Dual agent
- Transaction coordinator (A licensee who is not acting as an agent of either the seller or the buyer.)
- None of the above

**AFFILIATED LICENSEE DISCLOSURE (Check one)**

- Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.
- Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.



Further, this form was provided to the buyer or seller before disclosure of any confidential information.

Licensee Tiffany Huff  
Tiffany Huff  
Licensee

Date \_\_\_\_\_  
1/25/2019  
Date

**ACKNOWLEDGMENT**

By signing below, the parties acknowledge that they have received and read the information in this agency disclosure statement and acknowledge that this form was provided to them before the disclosure of any confidential information. **THIS IS NOT A CONTRACT.**

The undersigned \_\_\_\_\_ DOES \_\_\_\_\_ DOES NOT have an agency relationship with any other real estate licensee. If an agency relationship exists, the undersigned is represented as \_\_\_\_\_ SELLER \_\_\_\_\_ BUYER.

X Tiffany Huff  
Potential  Buyer  Seller (circle one)

1/25/2019  
Date

Potential  Buyer  Seller (circle one)

Date

**Disclaimer** This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the form, for misrepresentation, or for warranties made in connection with the form.

# AGENDA ITEM

10F

**RESOLUTION NO. 02.19.461**  
**A RESOLUTION TO PERMIT LETTER APPEALS TO BOARD OF REVIEW**  
**FOR REAL & PERSONAL PROPERTY**

At a regular meeting of the Howell Township Board of Trustees, Livingston County, Michigan, held at the Township Hall, 3525 Byron Road, Howell, MI, on the 11<sup>th</sup> day of February, 2019, at 6:30 p.m.

**Whereas**, the Assessor is requesting the Board of Review to be able to accept and consider action on letter appeals from taxpayers or their authorized agent for real and personal property.

**Now Be It Therefore Resolved**, that the Board of Review is granted the authority to accept and consider action on letter appeals from taxpayers or their authorized agent for real and personal property appeals.

A roll-call vote on the foregoing resolution was taken and was as follows:

YEAS:

NAYS:

ABSENT:

# AGENDA ITEM

10G

**RESOLUTION NO. 02.19.462**

**Resolution to Waive Penalties for Non-Filing of Property Transfer Affidavits under MCL 211.27b**

**WHEREAS**, MCL 211.27a(10) requires the buyer, grantee, or other transferee of the property shall notify the appropriate assessing office in the local unit of government in which the property is located of the transfer of ownership of the property within 45 days of the transfer of ownership, on a form prescribed by the state tax commission that states the parties to the transfer, the date of the transfer, the actual consideration for the transfer, and the property's parcel identification number or legal description and

**WHEREAS**, MCL 211.27b(1) requires that if the buyer, grantee, or other transferee in the immediately preceding transfer of ownership of property do not notify the appropriate assessing office of the transfer, then penalties as described in MCL 211.27b(1)(c) or (d) are levied and

**WHEREAS**, MCL 211.27b(5) provides that the governing body of a local tax collecting unit may waive, by resolution, the penalty levied under MCL 211.27b(1)(c) or (d).

**NOW THEREFORE BE IT RESOLVED**, that the Township of Howell waives the penalty for failure to file the Property Transfer Affidavit following a transfer of ownership pursuant to the local unit's authority contained in MCL 211.27b.

Yeas:            Nays:            Absent:



# AGENDA ITEM

10H

## Howell Township Treasurer

---

**From:** Culver Excavating / Paul <culverexc@zoomon.net>  
**Sent:** Thursday, February 7, 2019 12:32 PM  
**To:** Howell Township Treasurer  
**Subject:** road proposals  
**Attachments:** 2019 Henderson Road East proposal.pdf; 2019 Allen Road proposal.pdf; 2019 Fisher Road proposal.pdf; 2019 Henderson Road West proposal.pdf

Hi Jonathan,

Sorry for delay. We were going to reassess the culvert count on Allen Road but weather has not cooperated. The attached proposal includes the original 16 that were counted back in 2016 but since the tree work and grading were done, Dave Culver doesn't think we will need that many. As always, we will not bill for items or quantities that are not used.

22A road gravel will be a challenge as far as availability again this year. Levy has decided not to produce and Livingston Aggregate may or may not have material. GBM has been making this also but generally speaking, we may have to adjust schedule to availability.

Please let me know if there are questions.

Thank you,

# Paul Yon

General Manager

**Culver Excavating, Inc.**

3113 Wallace Road

Webberville, Michigan 48892

517\*521-3478 office

517\*521-4897 fax

517\*202-2118 mobil

[www.culverexcavating.com](http://www.culverexcavating.com) = website

# Culver Excavating Inc.

3113 Wallace Rd  
Webberville, MI 48892  
517 521-3478 • FAX 517 521-4897  
[culverexc@zoomon.net](mailto:culverexc@zoomon.net)

## PROPOSAL

February 7, 2019

Howell Township  
3525 Byron Road  
Howell, Mi. 48855

Re: 2019 Gravel Road Improvements – Howell Twp. via LCRC request

Project: **Henderson Road** from Byron Rd, East to Oak Grove Rd. 0.5m=2640lf

Culver Excavating, Inc. proposes to limb the roadway for truck access. We will grade the existing roadway, then provide and place 22A road gravel in the 24' wide roadway to 6" thick. We will perform grading, watering, and roll compaction of the surface. We will blend the existing driveways. We will apply chloride dust control.

**Total Cost for the work described above**                      **\$17.70 per ton**  
**Estimate aggregate needed = 2200 ton +/- at rate =**                      **\$38,940.00 +/-**

Culver Excavating, Inc. proposes to clean ends of driveway culverts and cross tubes. Spoils will be loaded and removed.

**Total Cost for the work described above**    **\$2,990.00**

Material is delivered in trains with an average 50ton load each, +/- up to 3 tons

The above price does not include culvert replacement.

The above price does not include traffic control signage.

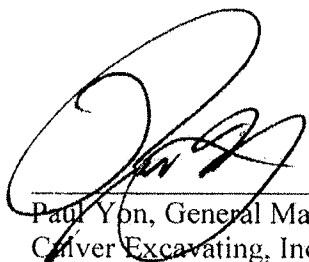
The above price does not include exposing, lowering, or moving of any utility wiring, poles, conduit, boxes or structures.


The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting, or stone bedding.

No further grading after the initial grading, will be performed within driveways.

The above price does not include disposal of dumped items left in the work area.

The above price does not include handling or removal of contaminated materials.

  
\_\_\_\_\_  
Paul Yon, General Manager  
Culver Excavating, Inc.

  
\_\_\_\_\_  
Date

## Culver Excavating Inc.

3113 Wallace Rd  
Webberville, MI 48892  
517 521-3478 • FAX 517 521-4897  
[culverexc@zoomon.net](mailto:culverexc@zoomon.net)

### PROPOSAL

February 7, 2019

Howell Township  
3525 Byron Road  
Howell, Mi. 48855

Re: 2019 Gravel Road Improvements – Howell Twp. via LCRC request

Project: **Fisher Road** from Oak Grove East to address 3056. 1m=5280lf

Culver Excavating, Inc. proposes grade the existing roadway, then provide and place 21A limestone in the 24' wide roadway to 4" thick. We will perform grading, watering, and roll compaction of the surface. We will blend the existing driveways. We will apply chloride dust control.

**Total Cost for the work described above \$21.85 per ton**  
**Estimate aggregate needed = 3000 ton +/- at rate = \$65,550.00 +/-**

Culver Excavating, Inc. proposes to clean the ends of two cross tubes, remove and replace one 40'x15" cross tube, remove and replace one 30'x12" driveway culvert, and ditch 300' along the roadway to the new culvert with seed and mulch applied.

**Total Cost for the work described above \$3,480.00**

Material is delivered in trains with an average 50ton load each, +/- up to 3 tons

The above price does not include traffic control signage.

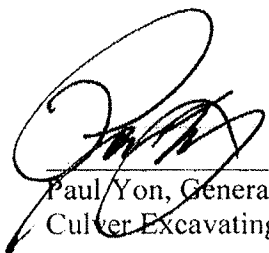
The above price does not include exposing, lowering, or moving of any utility wiring, poles, conduit, boxes or structures.

The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting, or stone bedding.

No further grading after the initial grading will be performed within driveways.

The above price does not include disposal of dumped items left in the work area.

The above price does not include handling or removal of contaminated materials.



Paul Yon, General Manager  
Culver Excavating, Inc.

2/7/19  
Date

# Culver Excavating Inc.

3113 Wallace Rd  
 Webberville, MI 48892  
 517 521-3478 • FAX 517 521-4897  
[culverexc@zoomon.net](mailto:culverexc@zoomon.net)

## PROPOSAL

February 7, 2019

Howell Township	Cohoctah Township
3525 Byron Road	3530 Gannon Road
Howell, MI 48855	Howell, MI 48855

Re: 2019 Gravel Road Improvements

Project: **Allen Road** between Owosso Road and Crandal Road 1.4m=7350lf

Culver Excavating, Inc. proposes to perform roadway maintenance to include removal and replacement of 16 driveway culverts. We will grade the existing roadway, provide and place 4,300 tons of 21A limestone for a compacted thickness of 4". We will apply chloride dust control to complete.

**Total Cost for the work described above: \$105,490.00**

**16 culverts at \$600 = \$9,600.00**

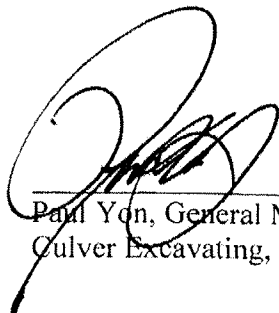
**4,300 tons limestone at \$22.30 = \$95,890.00**

The above price does not include exposing, lowering, or moving of any utility wiring, poles, conduit, boxes or structures.  
 The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting, dewatering, or stone bedding.

No further grading after the initial grading, will be performed within driveways.

The above price does not include disposal of dumped items left in the work area.

The above price does not include handling or removal of contaminated materials.



Paul Yon, General Manager  
 Culver Excavating, Inc.

2/7/19

Date



# Culver Excavating Inc.

3113 Wallace Rd  
 Webberville, MI 48892  
 517 521-3478 • FAX 517 521-4897  
[culverexc@zoomon.net](mailto:culverexc@zoomon.net)

## PROPOSAL

February 7, 2019

Howell Township  
 3525 Byron Road  
 Howell, Mi. 48855

Re: 2019 Gravel Road Improvements – Howell Twp. via LCRC request

Project: **Henderson Road** from Brewer Rd, East to Byron Road. 0.7m=3640lf

Culver Excavating, Inc. proposes to limb the roadway for truck access. We will grade the existing roadway, then provide and place 22A road gravel in the 24' wide roadway to 6" thick. We will perform grading, watering, and roll compaction of the surface. We will blend the existing driveways. We will apply chloride dust control.

**Total Cost for the work described above**                    **\$17.70 per ton**  
**Estimate aggregate needed = 3050 ton +/- at rate =**                    **\$53,985.00 +/-**

Culver Excavating, Inc. proposes to clean ends of driveway culverts and cross tubes. Spoils will be loaded and removed.

**Total Cost for the work described above**                    **\$3,220.00**

Material is delivered in trains with an average 50ton load each, +/- up to 3 tons

The above price does not include culvert replacement.

The above price does not include traffic control signage.

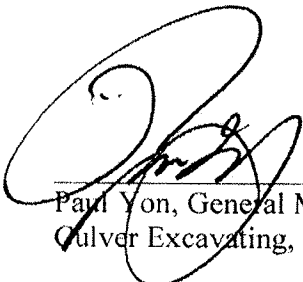
The above price does not include exposing, lowering, or moving of any utility wiring, poles, conduit, boxes or structures.

The above price does not include any permits, bonds, fees, staking, engineering, inspections, undercutting, or stone bedding.

No further grading after the initial grading, will be performed within driveways.

The above price does not include disposal of dumped items left in the work area.

The above price does not include handling or removal of contaminated materials.

  
 \_\_\_\_\_  
 Paul Yon, General Manager  
 Culver Excavating, Inc.

2/7/19  
 Date

# AGENDA ITEM

12D

**Commercial Land Use**

Permit #	Contractor	Job Address	Fee Total
P19-001	B & S DEVELOPMENT HOWEL	2400 W GRAND RIVER	\$150.00
<b>Work Description:</b> INSTALLING A NEW GENERATOR			
P19-003	DSC PROPERTIES LLC	1000 AUSTIN CT	\$150.00
<b>Work Description:</b> ADD REFRIGERATION UNIT USING THE OLD DUMPSTER PAD.			
P19-005	EM-TCK II LLC	3970 PARSONS RD	\$250.00
<b>Work Description:</b> 15,253 SQ. FT. ADDITION TO AN EXITING INDUSTRIAL BUILDING			

**Total Permits For Type: 3**  
**Total Fees For Type: \$550.00**

**Grading**

Permit #	Contractor	Job Address	Fee Total
P19-004	LOREA LLC	2000 N BURKHART	\$250.00
<b>Work Description:</b>			

**Total Permits For Type: 1**  
**Total Fees For Type: \$250.00**

**Residential Land Use**

Permit #	Contractor	Job Address	Fee Total
P19-002	LOREA LLC	2000 N BURKHART	\$50.00
<b>Work Description:</b> DEMOLITION OF A RESIDENTIAL HOME			

**Total Permits For Type: 1**  
**Total Fees For Type: \$50.00**

**Report Summary**

Population: All Records  
Permit.DateIssued Between  
1/1/2019 12:00:00 AM AND  
1/31/2019 11:59:59 PM

**Grand Total Fees:**

**\$850.00**

**Grand Total Permits:**

**5**

# AGENDA ITEM

12E



## **Monthly Activity Report for January 2019 – Assessing Dept/Brent Kilpela**

### **MTT UPDATE:**

**Burkhart Ridge v Howell Township:** Prehearing General Call commencing July 1, 2019. Prehearing Statements due by May 3, 2019.

**SMALL CLAIMS TRIBUNAL:** No pending litigation.

### **ASSESSING OFFICE:**

**ASSESSOR:** Working on completing the 2019 assessment roll. The new cost manual implemented by the State Tax Commission this year has made it more challenging. Personal Statement filings have been coming in the mail. These will pick up steadily as the February 20<sup>th</sup> deadline approaches. Drafted two resolutions that the Township needs to have in place. In going through what will be examined by the State on our AMAR review (Every 5 years the Assessing procedures of Howell Township goes through an extensive audit) these items had never been addressed. The first is a resolution to waive penalties for non-filing of PTA's. The second resolution is to accept letter appeals for both resident and non-resident taxpayers at the March Board of Review. The education day for the Board of Review was held on January 22<sup>nd</sup>.

**JOE DAUS, FIELD INSPECTOR:** Closing out permits on completed new construction.

**OTHER:** Completed W-2 and 1099 filings.

**AGENDA ITEM**

**12H**

**HOWELL TOWNSHIP  
PLANNING COMMISSION MEETING  
SYNOPSIS  
JANUARY 22, 2019**

- 1) Approved Agenda as amended, switched items 11 and 12 around.
- 2) Approved December 18, 2018 Revised Minutes.
- 3) Set Public Hearing for Special Use Permit for the Grand River Party Store.
- 4) Postponed taking action on the Preliminary Site Plan for the Grand River Party Store.
- 5) Opened and closed the Public Hearing for the amendments to the Sign Regulations Ordinance.
- 6) Recommended approval to the Township Board the amendments to the Sign Regulations Ordinance.
- 7) Approved to set Public Hearing at the next Planning Commission Meeting to get public input on Recreational Marijuana.
- 8) Meeting adjourned, 8:28 P.M.

# AGENDA ITEM

12J

Howell Township  
Waste Water Treatment Plant  
Meeting: February 7, 2019 11:30am

Attending: Jerry Livernois, Clint Houseworth, Greg Tatara, Jim Aulette, Brent Kilpela, Jean Graham, Jonathan Hohenstein

**December:** Treatment was good. No issues.

**Samplers:** Both the influent and effluent samplers are original to the plant. Generally they only last about 10 years. Jerry would like to replace them with new models from the same company (see attached email and bids). There may be additional charges to get the effluent sampler hooked up to the flow meter as is necessary for the state permit. **Recommend approval for two samplers from HESCO not to exceed \$14,500 as presented.**

**Blowers:** The new blower motor has been ordered and should be installed soon.

**Equalization Basin:** Jerry got a quote to clean out the middle basin of the EQ tank of influent and debris. Quote included pumping out the middle section including spraying out by hand and hauling the waste to a dump. Because of the conditions extra safety precautions are necessary. Bid was for about \$29,000. Jerry will continue to call around for other quotes. Options were discussed for future maintenance of the basin; Greg suggested looking into a device to keep the tanks stirred up to avoid settling and separating of the influent and hopefully alleviate this issue in the future.

**Lighting:** Issue with Crampton Electric bill versus quoted amount for LED conversion for the light poles at the plant. Jerry is working with Crampton to work out a solution.

**Chemical Room Heater:** Lakeside tried to add the cost of a lift for installation of the chemical room heater. Jerry reminded them that this was not part of the bid, and they had been out to see the location of the job during the bidding process. Lakeside will be bringing some scaffolding to get the heater installed for no additional cost to the bid.

Respectfully submitted,  
Jonathan Hohenstein



## Wastewater Treatment

- A total of 7.375 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of December, 2018.
- Total daily effluent flows averaged 0.268 MGD, which is 36% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 401 lbs/day, which is 29% of the design organic load.

Permit Parameter	Influent	Effluent	December Permit Limits
Carbonaceous BOD (mg/L)	178 mg/L	NA	Max. 7 Day Avg: NA mg/l
		2.3	Max 30 Day Avg: 13 mg/L
		3.9	Max Daily: 20 mg/L
		7.7	Max 7 Day Avg: 130 lbs
		5.3	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	358 mg/L	3.1	Max. 7 Day Avg: 45 mg/L
		2.4	Max 30 Day Avg: 30 mg/L
		8.2	Max 7 Day Avg: 280 lbs
		5.6	Max 30 Day Avg: 190 lbs
		99%	Min % Removal: 85%
Total Phosphorus (mg/L)	5.6 mg/L	0.23	Max. Mo. Avg: 0.5 mg/L
		0.5	Max. Mon. Avg: 3.1
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	19.4 mg/L	<0.1	Max 30 Day Avg: NA
		0.2	Max Daily: 7.0 mg/L
		0.1	Max 7 Day Avg: 44 lbs
		0.0	Max 30 Day Avg: NA
		N/A	% Removal NA %
Fecal Coliform (cts/100mL)	NA	7	Max 7 Day Avg: 400 cts/100 ml
		4	Max 30 Day Avg: 200 cts/100 ml
Dissolved Oxygen (mg/L)	NA	10.5	Daily Min: 7.0 mg/L
pH (standard units)	6.9	6.5	Daily Min: 6.5 su
		6.9	Daily Max: 9.0 su

## Regulatory Matters

The Discharge Monitoring Report (DMR) has been electronically submitted to the Michigan Department of Environmental Quality.

## Health and Safety

- No accidents occurred in December.

## Treatment Plant Issues

- There were no major issues with the treatment plant in December.

## Collection System Issues

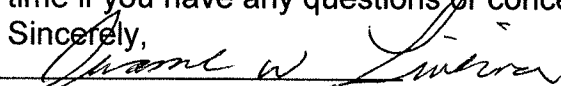
- 91 requests for Miss Dig in November. 50 of these were not in conflict with the sewer system, 8 were marked with paint and flags and 33 were listed as "No Response".

## Maintenance

- 38 work orders were completed in December.

Thank you again for the opportunity to serve Howell Township. Please feel free to contact me at any time if you have any questions or concerns.

Sincerely,



Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@inframark.com

## Howell Township Treasurer

---

**From:** Livernois, Jerome <Jerome.Livernois@inframark.com>  
**Sent:** Tuesday, February 5, 2019 8:36 AM  
**To:** Howell Township Clerk; Howell Township Assessor; Howell Township Treasurer  
**Cc:** Houseworth, Clinton  
**Subject:** Samplers  
**Attachments:** effluent sampler.jpeg; influent sampler.jpeg; influent sampler internals.jpeg

Good morning all,

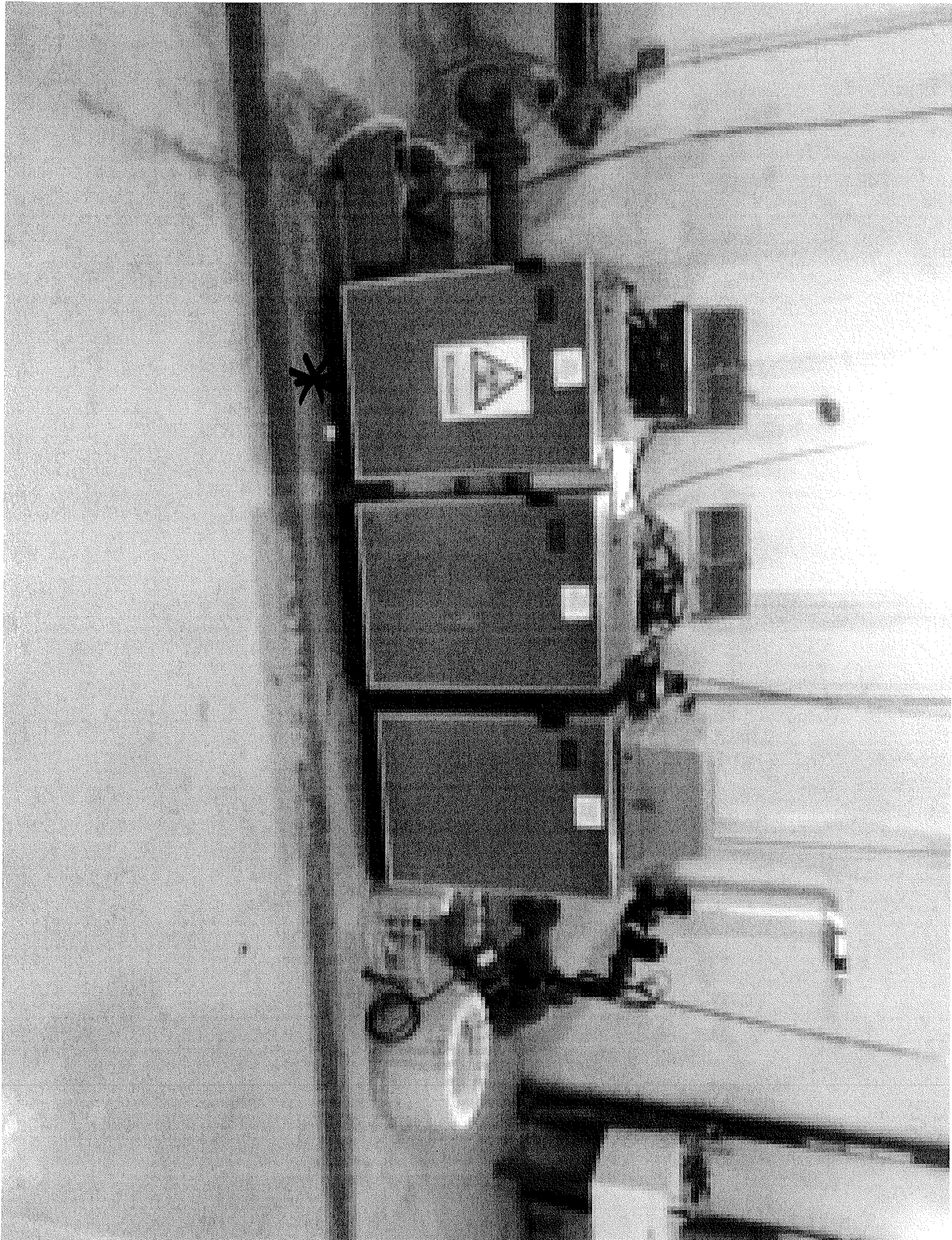
As you all know part of the requirements of our discharge permit is that we sample the water. The sampling is accomplished with the use of automatic samplers. The samplers here at the plant are as least as old as the plant itself and the one for the influent stream has been bandaged several times over the years. I will be presenting a quote Thursday for replacement of these samplers and I have included some photos here of the current ones.

Thanks  
Jerry

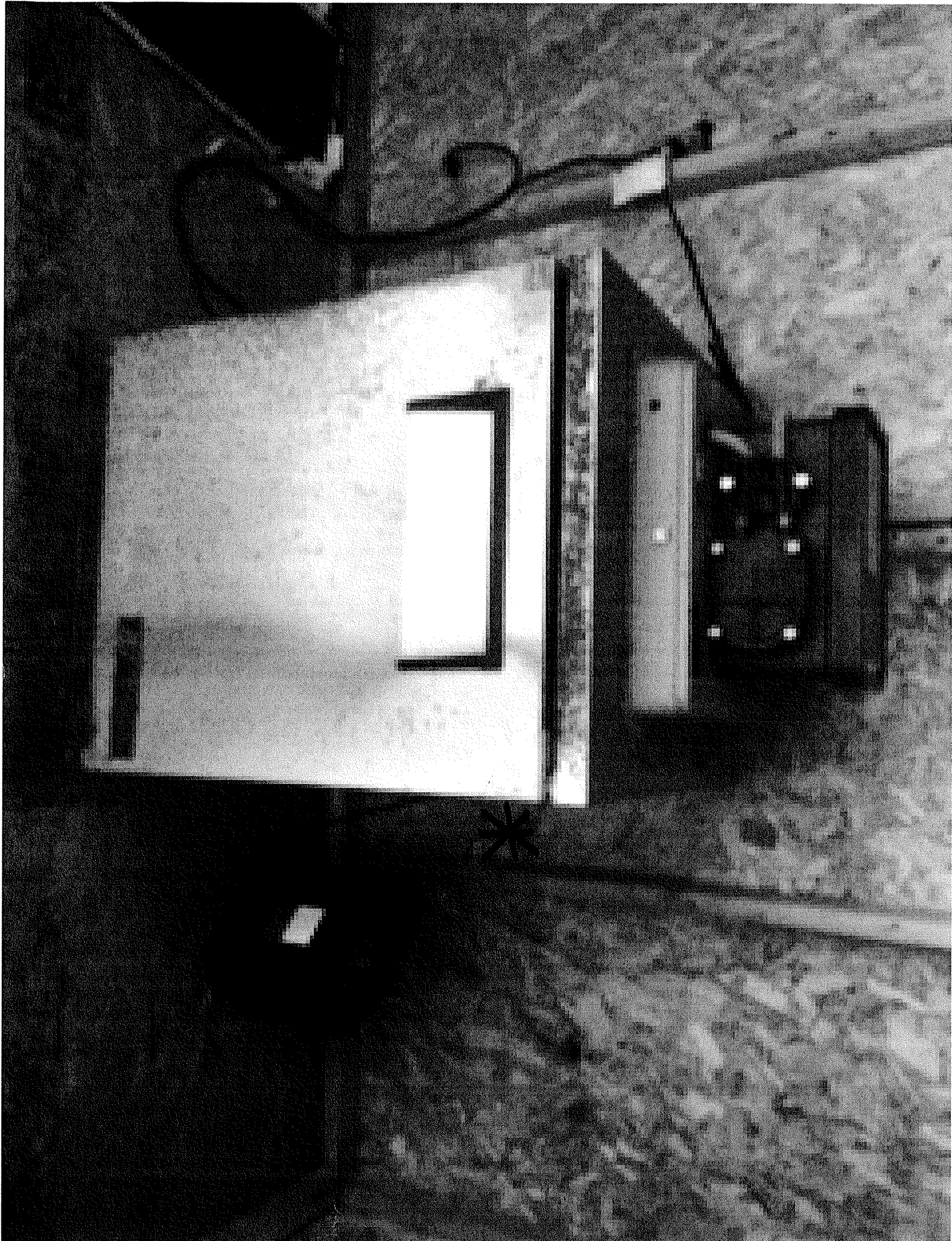
**Jerome W. Livernois / Plant Manager**



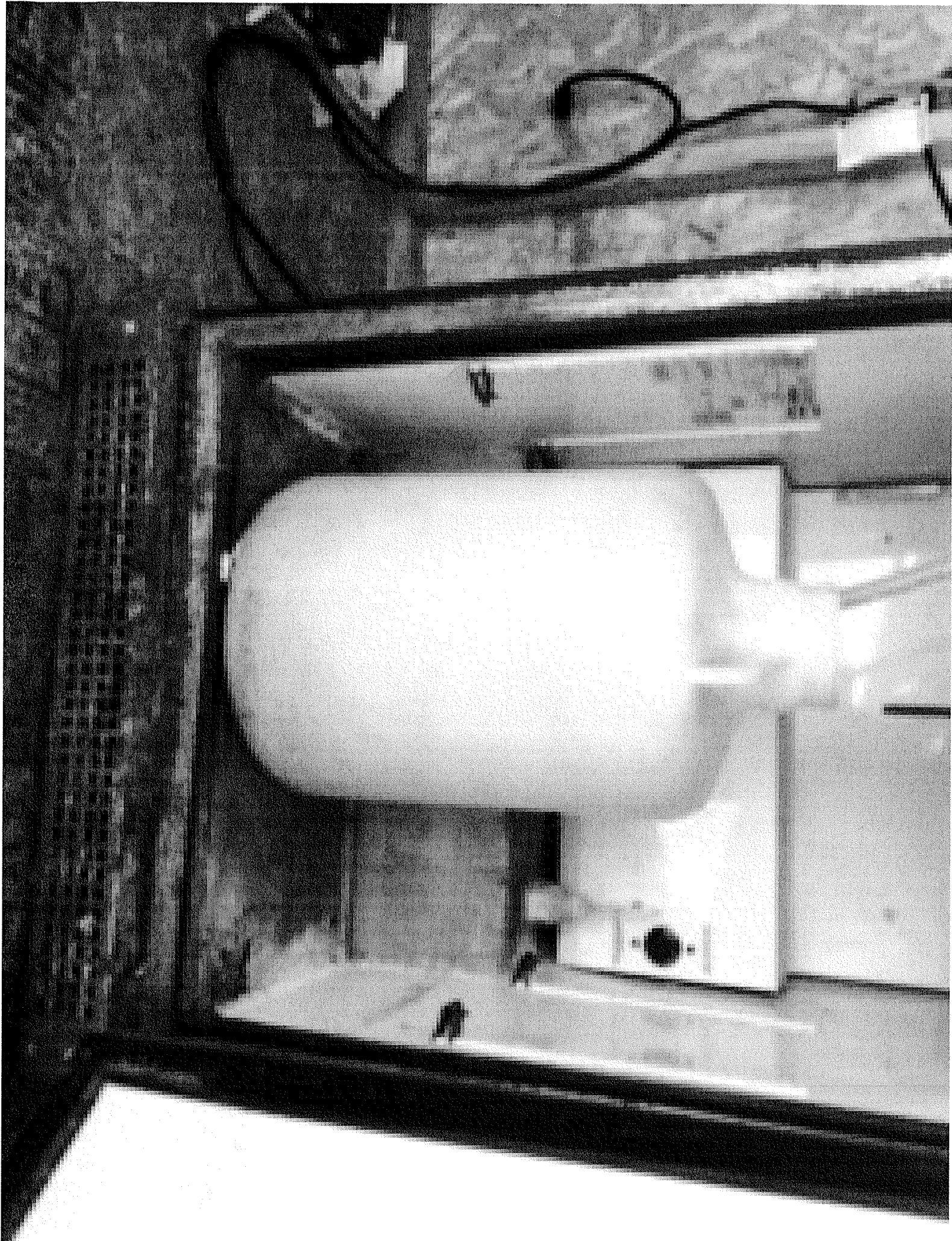
1222 Packard Drive | Howell, MI. 48843  
(O) 517 546-5767 | (M) 517 719-7486 | [www.inframark.com](http://www.inframark.com)













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Wednesday, January 23, 2019

To: Howell Twp WWTP  
Jerome Livernois  
Howell Twp WWTP  
1222 Packard Dr  
NO MAIL  
Howell, MI

RFQ #: Verbal

Quotation #: 0696179742K\_K  
Please refer to this number when ordering

Phone: 517-546-5767

Fax:

E-mail: Livernois, Jerome

RE: ISCO 5800 FR Sampler Options

Jerry,

Please see attached ISCO 5800 FR Sampler(s) indoor-outdoor applications budgetary quote per your request. Let me know if you need any additional information once you review.

\* Hesco Service can provide Start-up & training if you need this quoted let me know\*

Thanks for the opportunity!

If favored with an Order, please make the Purchase Order out to:

Teledyne Isco  
P.O. Box 82531  
Lincoln, NE 68501

and email or fax it to HESCO at (586) 978-2200 for order entry and processing.

Best regards,

Kip Koszewski  
HESCO  
E-mail: kip@hesco-mi.com  
Tel: 586-978-7200  
Fax: 586-978-2200

## PRICE QUOTE

Item	Description	Qty	Unit Price	Subtotal
1.00	<p>Teledyne Isco</p> <p>68-5800-001 (Isco 5800 Refrigerated Sampler)</p> <p>Isco 5800 Refrigerated Sampler</p> <p><b>5800 Refrigerated Sampler (120 VAC, 60 Hz). Includes control panel, refrigeration unit, distributor arm, two pump tubes, instruction manual, and pocket guide. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.</b></p>	1 EA	\$5,911.00	\$5,911.00
2.00	<p>Teledyne Isco</p> <p>68-5800-102 (Isco 5800 Refrigerated Sampler)</p> <p>Isco 5800 Refrigerated Sampler</p> <p><b>68-5800-102 - 5800 Refrigerated Sampler (115 VAC, 60 Hz) with pump heater. Includes control panel, refrigeration unit, pump housing heater, distributor arm, two pump tubes, instruction manual, and pocket guide. To receive a complete system you must also order a bottle configuration kit and suction line with strainer.</b></p>	1	\$6,325.00	\$6,325.00
3.00	<p>Teledyne Isco</p> <p>68-5800-009 (Isco 5800 Refrigerated Sampler)</p> <p>Isco 5800 Refrigerated Sampler</p> <p><b>68-5800-009 - 1-bottle Configuration. Includes one polyethylene 2.5-gallon (10-liter) round bottle, locating base, two caps and two discharge tubes.</b></p>	2	\$194.00	\$388.00
4.00	<p>Teledyne Isco</p> <p>68-5800-020 (Isco 5800 Refrigerated Sampler)</p> <p>Isco 5800 Refrigerated Sampler</p> <p><b>68-5800-020 - 5800 refrigerated sampler multipurpose cable with 16 unterminated leads, 10 ft. (3 m). Includes instruction sheet.</b></p>	2	\$107.00	\$214.00
5.00	<p>Teledyne Isco</p> <p>60-9004-379 (60-9004-379)</p> <p>60-9004-379</p> <p><b>3/8 inch ID x 25 ft. long vinyl suction line with standard weighted polypropylene strainer. Includes tubing coupler.</b></p>	1	\$118.00	\$118.00
6.00	<p>Teledyne Isco</p> <p>60-9004-367 (60-9004-367)</p>	1	\$80.00	\$80.00

	60-9004-367 <b>3/8 inch standard weighted polypropylene strainer.</b>			
7.00	Teledyne Isco 68-1680-058 (100' Suction Tube) 100' Suction Tube <b>3/8 inch vinyl suction line - 100 ft. Includes tubing coupler.</b>	1	\$89.00	\$89.00
8.00	Teledyne Isco 60-3709-002 (60-3709-002) 60-3709-002 <b>Tubing coupler, 3/8 inch. One-piece, clampless coupler made of stainless steel. Can be used with any Isco sampler.</b>	1	\$21.00	\$21.00
9.00	Teledyne Isco Freight10 (Standard ground freight rate For refrigerator (per unit cost)) Standard ground freight rate For refrigerator (per unit cost)	2	\$390.00	\$780.00
Subtotal				\$13,926.00
Taxable Subtotal				\$0.00
Sales Tax [0.0000%]				\$0.00
Misc. Charge				\$0.00
Shipping & Handling Best Way				\$0.00
<b>Grand Total</b>				<b>\$13,926.00</b>

<b>Terms &amp; Conditions</b>			
<b>Proposed Shipping Date</b>	2 Weeks After Receiving Order	<b>Payment Terms</b>	Net 30
<b>Shipping Method</b>	Best Way	<b>Shipping Terms</b>	Prepaid and Added to Invoice
<b>F.O.B.</b>	Factory	This Quotation is valid until 2019-03-31.	

Thank you for your inquiry!

## Hach AS950 Series Indoor Refrigerated Samplers

- Intuitive programming makes samplers easy to use
- Copy sampler programs and download data via USB port
- Choose from single-bottle composite or multiple-bottle configurations

Obtain consistent, representative samples from your effluent stream with the AS950 series stationary refrigerated sampler. It keeps your samples at an EPA-mandated 4°C (±1°C). The reliable peristaltic pump features corrosion-resistant Delrin® resin construction, requiring little maintenance. A non-contact ultrasonic liquid sensor ensures volume accuracy and repeatability, regardless of changes in draw height or sample composition. Intake line thoroughly purges before and after every sample collected, reducing any chance of cross-contamination. If the unit detects a sample attempt failure, it performs a repeat cycle using a high-pressure purge before retaking.

The programmable datalogging controller stores up to 325000 records, each with start time, sample time, sample ID and more. Transfer data via USB memory stick (sold separately). The user interface display shows all programmable criteria on a single screen, which also instantly displays alerts for sampling errors and maintenance issues.

Samplers feature a 22-gauge steel refrigerator body with vinyl laminate coating. Refrigeration components and copper plumbing are corrosion protected with conformal coating. Optional back-up battery for controller sold separately.

**Optional input/output (I/O) modules** expand AS950 controller capabilities.

We offer two modules, either of which can be field-added at any time.

The **IO9001 module** provides a single high-voltage relay output you can trigger based on a specified alarm event. The **IO9004 module** provides two 0/4-20 mA analog inputs to receive additional measurements from external instruments (such as a flow sensor or pH probe); three 0/4-20 mA outputs to supply recorded measurements to external instruments; four contact-closure digital outputs for alarm events; and four relay outputs controlled by alarm events.

**Samplers include:** refrigerator, controller, sample bottle(s), bottle retainer, 25' vinyl intake tubing and Teflon®/Stainless Steel strainer.

**Note:** Models with stainless steel refrigerators are available; contact USABlueBook for more information.

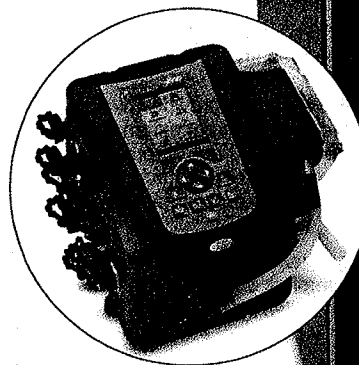
**Shipping:** Ships motor freight.



Be Right™

# Why wait? We've got Hach in stock!

COUNTRY OF ORIGIN  
★ USA ★



AS950 Controller

<b>Temperature limits:</b>	32 to 120°F (0 to 49°C)
<b>Sample cooling:</b>	1/7 hp, 75W, 400 BTU/hr compressor, 110°C (230°F) thermal overload protector
<b>Maximum lift:</b>	28 ft
<b>Transport velocity:</b>	2.9 ft/sec at 15 ft vertical lift (typical)
<b>Sample volume:</b>	programmable in 10-mL increments from 10 to 10,000 mL
<b>Accuracy:</b>	±3%
<b>Repeatability:</b>	±5%
<b>Sample modes</b>	
<b>Pacing:</b>	time-fixed, flow-fixed, time-variable, flow-variable, event based
<b>Distribution:</b>	single-bottle composite, multi-bottle composite, multi-bottle discrete, bottles per sample, samples per bottle, combination of bottles per sample and samples per bottle
<b>Sample interval:</b>	single increments from 1 to 9999 flow pulses, 1 to 9999 minutes in 1 minute increments
<b>Sample programs:</b>	runs two programs simultaneously, sequentially or in parallel
<b>Internal clock:</b>	real time, accurate to ±1 second per day at 25°C (77°F)
<b>Communications:</b>	USB port (Modbus RS485 optional)
<b>User interface:</b>	membrane switch keypad and VGA color display
<b>Power requirements:</b>	115 VAC*, 60 Hz, 1.5 to 2A running, 12A locked rotor current
<b>Input types:</b>	flow pacing or event pulse (contact closure or 5 to 12 VDC pulses); 4-20 mA
<b>Dimensions:</b>	24"W x 44"H x 24"D
<b>Weight:</b>	140 lbs
<b>Approvals:</b>	CE, UL

MFR #	DESCRIPTION	STOCK #	EACH
<b>AS950 REFRIGERATED SAMPLERS</b>			
ASR.CXXX1X21XX	Sampler w/ One 2.5-Gallon (10-L) Bottle	39935	\$ 5,283.00
ASR.CXXX1X11XX	Sampler w/ One 5.5-Gallon (21-L) Bottle	39933	5,267.00
ASR.CXXX1X41XX	Sampler w/ 24 1-Liter Bottles	39937	5,728.00
<b>REPLACEMENT ITEMS &amp; ACCESSORIES</b>			
ASR.CXXX	Replacement Hach AS950 Controller	39939	\$ 2,804.00
8755600	Replacement Desiccant and Tube	28953	19.59
8755500	Replacement Bulk Desiccant Refill, 1.5 lbs	28702	31.95
9494500	IO9001 Module	89217	518.00
9494600	IO9004 Module	89218	1,852.00
9501000	Auxiliary Input Junction Box for 4-20 mA inputs, 1-ft Cable	89219	323.00
8528500	Signal Input Cable, 9-ft, 7-Pin Connector	86085	149.00
8528501	Signal Input Cable, 25-ft, 7-Pin Connector	86086	169.00
8757400	AC Power Back-Up (Including Battery)	28977	645.00
—	USB 4-GB Memory Stick	87228	10.49
4600-15	3/8" ID x 3/8" OD Silicone Pump Tubing, 15-ft	28932	114.00
4600-50	3/8" ID x 3/8" OD Silicone Pump Tubing, 50-ft Roll	89212	345.00
—	3/8" ID x 3/8" OD PVC Suction Tubing, 100-ft Roll	28889	147.95
921	3/8" ID Teflon-Lined Polyethylene Tubing, 10-ft	28922	86.59
922	3/8" ID Teflon-Lined Polyethylene Tubing, 25-ft	28923	179.00
2186	Connector Kit for 28922, 28923 Teflon-Lined Tubing	28924	87.59
926	Teflon/SS Strainer for 3/8" ID Tubing	28929	98.95
—	SS Strainer for 3/8" ID Tubing	28887	100.00
—	PVC Strainer for 3/8" ID Tubing	28882	52.00
—	2.5-Gallon Polyethylene Bottle w/ Cap	28826	90.95
—	2.5-Gallon Glass Bottle w/ Teflon-Lined Cap	28828	67.00
—	4-Gallon Polyethylene Bottle w/ Cap	28834	106.95
—	5-Gallon Polyethylene Bottle w/ Cap	28827	135.95
—	5.5-Gallon Polyethylene Bottle w/ Cap	28164	121.80

\*230 VAC available. Contact USABlueBook for more information.



# SAMPLING EQUIPMENT Hach Samplers

## Hach AS950 Series All-Weather Refrigerated Samplers

- Ideal for outdoor use; select units feature heater option
- Copy sampler programs and download data via USB port
- Choose from single-bottle composite or discrete multiple-bottle configurations

This all-weather sampler stands up to environmental extremes. Its linear low-density polyethylene plastic housing provides superior weather, corrosion and UV resistance. Top-mounted compressor is protected from corrosive gases, rodents and standing water that may occur at floor level. Its air-sensing thermostat maintains sample liquid at 4°C (±1°C), even on hot 100°F days. A fan-forced air-cooled condenser and front ventilation let you position the sampler either against a wall or inside a sampler enclosure. Both the refrigerator and controller compartments lock for high-security needs.

The corrosion-resistant peristaltic pump features Delrin® construction, requiring little maintenance—just change tubing periodically. Intake line thoroughly purges before and after every sample collected, greatly reducing any chance of cross-contamination. If the unit detects a sample attempt failure, it performs a repeat cycle using a high-pressure purge before retaking.

The programmable datalogging controller stores up to 325,000 records, each with start time, sample time, sample ID and more. Transfer data via USB memory stick (sold separately). The user interface display shows all programmable criteria on a single screen. The screen also instantly displays alerts for sampling errors and maintenance issues.

**Optional input/output (I/O) modules** expand AS950 controller capabilities.

We offer two modules, either of which can be field-added at any time.

The **IO9001 module** provides a single high-voltage relay output you can trigger based on a specified alarm event. The **IO9004 module** provides two 0/4-20 mA analog inputs to receive additional measurements from external instruments (such as a flow sensor or pH probe); three 0/4-20 mA outputs to supply recorded measurements to external instruments; four contact-closure digital outputs for alarm events; and four relay outputs controlled by alarm events.

**Samplers include:** base cabinet, two keys, temperature control system, controller/pump, bottle(s), bottle retainer, 25' vinyl intake tubing and Teflon®/SS strainer.

**Shipping:** Ships motor freight.



AS950 Controller



MFR #	DESCRIPTION	STOCK #	EACH
<b>AS950 ALL-WEATHER SAMPLERS</b>			
ASA.CXXX1X21XX	Sampler w/ One 2.5-Gallon (10-L) Bottle	86088	\$ 7,013.00
ASA.CXXX1X31XX	Sampler w/ Four 2.5-Gallon (10-L) Bottles	53382	7,519.00
ASA.CXXX1X11XX	Sampler w/ One 5.5-Gallon (21-L) Bottle	53378	7,007.00
ASA.CXXX1X41XX	Sampler w/ 24 1-Liter Bottles	53386	7,433.00
<b>AS950 ALL-WEATHER SAMPLERS WITH CONTROLLER COMPARTMENT HEATER</b>			
ASA.CXXX2X21XX	Sampler w/ One 2.5-Gallon (10-L) Bottle	86087	\$ 7,151.00
ASA.CXXX2X31XX	Sampler w/ Four 2.5-Gallon (10-L) Bottles	53383	7,657.00
ASA.CXXX2X11XX	Sampler w/ One 5.5-Gallon (21-L) Bottle	53379	7,146.00
ASA.CXXX2X41XX	Sampler w/ 24 1-Liter Bottles	53387	7,570.00
<b>REPLACEMENT ITEMS &amp; ACCESSORIES</b>			
ASA.CXXX	Replacement Hach AS950 Controller	53390	\$ 3,280.00
8755600	Replacement Desiccant and Tube	28953	19.59
8755500	Replacement Bulk Desiccant Refill, 1.5 lbs	28702	31.95
9494500	IO9001 Module	89217	518.00
9494600	IO9004 Module	89218	1,852.00
9501000	Auxiliary Input Junction Box for 4-20 mA inputs, 1-ft Cable	89219	323.00
8528500	Signal Input Cable, 9-ft, 7-Pin Connector	86085	149.00
8528501	Signal Input Cable, 25-ft, 7-Pin Connector	86086	169.00
5698200	AC Power Back-Up (Including Battery)	28976	645.00
—	USB 4-GB Memory Stick	67228	10.49
4600-15	3/8" ID x 3/8" OD Silicone Pump Tubing, 15-ft	28932	114.00
4600-50	3/8" ID x 3/8" OD Silicone Pump Tubing, 50-ft Roll	89212	345.00
—	3/8" ID x 3/8" OD PVC Suction Tubing, 100-ft Roll	28889	147.95
921	3/8" ID Teflon-Lined Polyethylene Tubing, 10-ft	28922	86.59
922	3/8" ID Teflon-Lined Polyethylene Tubing, 25-ft	28923	179.00
2186	Connector Kit for 28922, 28923 Teflon-Lined Tubing	28924	87.59
926	Teflon/SS Strainer for 3/8" ID Tubing	28929	98.95
—	SS Strainer for 3/8" ID Tubing	28887	100.00
—	PVC Strainer for 3/8" ID Tubing	28852	52.00
—	2.5-Gallon Polyethylene Bottle w/ Cap	28826	90.95
—	4-Gallon Polyethylene Bottle w/ Cap	28834	106.95
—	5-Gallon Polyethylene Bottle w/ Cap	28827	135.95
—	2.5-Gallon Glass Bottle w/ Teflon-Lined Cap	28828	67.00
—	5.5-Gallon Polyethylene Bottle w/ Cap	28164	121.80

<b>Temperature limits:</b>	32 to 122°F (0 to 50°C) standard -40 to 122°F (-40 to 50°C) with heater option
<b>Sample cooling:</b>	1/8 hp, 115°C (239°F) thermal overload protector
<b>Maximum lift:</b>	28 ft
<b>Transport velocity:</b>	2.9 ft/sec at 15-ft vertical lift (typical)
<b>Sample volume:</b>	programmable in 10-mL increments from 10 to 10,000 mL
<b>Accuracy:</b>	±3%
<b>Sample modes</b>	
<b>Pacing:</b>	time-fixed, flow-fixed, time-variable, flow-variable, event-based
<b>Distribution:</b>	single-bottle composite, multi-bottle composite, multi-bottle discrete, bottles per sample, samples per bottle, combination of bottles per sample, and samples per bottle
<b>Sample interval:</b>	single increments from 1 to 9999 flow pulses, 1 to 9999 minutes in 1-minute increments
<b>Sample programs:</b>	runs two programs simultaneously, sequentially or in parallel
<b>Internal clock:</b>	real time, accurate to ±1 second per day at 25°C (77°F)
<b>Communications:</b>	USB port (Modbus RS485 optional)
<b>User interface:</b>	membrane switch keypad and VGA color display
<b>Power requirements:</b>	115 VAC*, 60 Hz, 4.2A (6.4A with heater) 7.1A locked rotor current
<b>Input types:</b>	flow pacing or event pulse (contact closure or 5 to 12 VDC pulses); 4-20 mA
<b>Dimensions:</b>	30"W x 51"H x 32"D
<b>Weight:</b>	190 lbs
<b>Approvals:</b>	CE, UL

\* 230 VAC available. Contact USABlueBook for more information.

# Livingston County Road Commission

3535 Grand Oaks Drive • Howell, Michigan 48843-8575  
Telephone: (517) 546-4250 • Facsimile: (517) 546-9628  
Internet Address: www.livingstonroads.org

December 12, 2018

Mr. Mike Coddington, Supervisor  
Howell Township  
3525 Byron Road  
Howell, MI 48855

RECEIVED  
DEC 17 2018  
HOWELL TOWNSHIP

Re: Potential 2019 Gravel Road Projects

Dear Mr. Coddington:

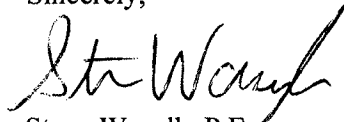
Per your request, we are providing you with a list of potential gravel road improvement projects for your review. The location and estimate of each project is shown in the following table.

ROAD	LOCATION	TYPE OF WORK	AMOUNT
Fisher Road	East of Oak Grove (5,280 feet)	Surface Limestone and Limited Drainage	\$70,000.00
Henderson Road	Brewer to Oak Grove (6,600 feet)	21AA Gravel Refurbishing and Limited Drainage	\$50,000.00

Please review the above list and contact me if you wish to have contracts prepared for any of the projects. In order for projects to be included on this year's construction schedule, all contracts must be in place by May 1, 2019.

If you have any questions, please do not hesitate to contact Dub Toddy or me.

Sincerely,



Steve Wasyk, P.E.  
Director of Operations

Cc: Dub Toddy, LCRC District 1 Foreman  
File

# AGENDA ITEM

14

**Howell Township**  
**Invoice and Check Registers**

**As of 2/6/2019**

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						

194153							
17388	SPICER GROUP	01/08/2019	01/31/2019	2,171.00	0.00	Paid	Y
	BD Bond Refund	BRENT KILPELA					01/10/2019
	101-000-203.00	BSP18-0001		2,171.00			

2151174							
17389	CARLISLE WORTMAN ASSOC, INC.	01/15/2019	01/22/2019	280.00	0.00	Paid	Y
	BD Bond Refund	BRENT KILPELA					01/15/2019
	101-000-203.00	BSP18-0010		280.00			

BSP17-0002							
17390	WESTVIEW CAPITAL LLC	01/15/2019	01/22/2019	3,246.04	0.00	Paid	Y
	BD Bond Refund	BRENT KILPELA					01/15/2019
	101-000-203.00	BSP17-0002		3,246.04			

79866							
17391	MASTER MEDIA	12/31/2018	01/30/2019	245.85	0.00	Paid	Y
	OFFICE SUPPLIES	BRENT KILPELA					01/15/2019
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE		245.85			

2151172							
17392	CARLISLE WORTMAN ASSOC, INC.	01/08/2019	01/30/2019	120.00	0.00	Paid	Y
	2018 PARKS & REC PLAN	BRENT KILPELA					01/15/2019
	220-000-801.00	REC FUND CONTRACTED SVCS EXPENSE		120.00			

2151173							
17393	CARLISLE WORTMAN ASSOC, INC.	12/31/2018	01/30/2019	1,760.00	0.00	Paid	Y
	GENERAL CONSULTATION	BRENT KILPELA					01/15/2019
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		1,760.00			

662843							
17394	WHITLOCK BUSINESS SYSTEMS	12/28/2018	01/28/2019	167.23	0.00	Paid	Y
	PERSONAL PROPERTY STATEMENTS	BRENT KILPELA					01/15/2019
	101-209-726.00	ASSESSING POSTAGE EXPENSE		167.23			

7327003							
17395	GABRIDGE & COMPANY, PLC	12/31/2018	01/30/2019	4,500.00	0.00	Paid	Y
	FINAL BILLING JUNE 30, 2018 AUDIT	BRENT KILPELA					01/15/2019
	101-000-237.00	AUDIT PAYABLE		4,500.00			

0002194498							
17396	MICHIGAN.COM	12/31/2018	01/20/2019	290.00	0.00	Paid	Y
	DECEMBER PUBLICATIONS	BRENT KILPELA					01/15/2019
	101-101-900.00	TWP BOARD PRINTING & PUBLICATION EXPENS		290.00			

1/8/2019							
17397	DTE ENERGY	01/08/2019	01/30/2019	168.40	0.00	Paid	Y
	1009 N BURKHART JAN 2019	BRENT KILPELA					01/15/2019



User: BRENT KILPELA  
 DB: Howell Twp

Inv Num Vendor  
 Inv Ref# Description  
 GL Distribution

37019  
 17398 INFRAMARK, LLC  
 WTP MAINTENANCE JAN 2019  
 592-442-801.00 WTP CONTRACTED SERVICES EXPENSE

24,522.33 02/02/2019 BRENT KILPELA  
 24,522.33 WTP ELECTRICITY EXPENSE  
 168.40

1/4/2019 DTE ENERGY  
 17399 391 N BURKHART JAN 2019  
 592-442-920.00 WTP ELECTRICITY EXPENSE

35.41 01/04/2019 BRENT KILPELA  
 35.41 WTP ELECTRICITY EXPENSE

205633109047 CONSUMERS ENERGY  
 17400 391 N BURKHART RD JAN 2018  
 592-442-922.00 WTP NATURAL GAS EXPENSE

19.30 01/03/2019 BRENT KILPELA  
 19.30 WTP NATURAL GAS EXPENSE

207056536400 CONSUMERS ENERGY  
 17401 2571 OAKGROVE JAN 2019  
 592-442-922.00 WTP NATURAL GAS EXPENSE

93.89 01/04/2019 BRENT KILPELA  
 93.89 WTP NATURAL GAS EXPENSE

1/3/2019 DTE ENERGY  
 17402 2571 OAKGROVE RD JAN 2019  
 592-442-920.00 WTP ELECTRICITY EXPENSE

481.89 01/03/2019 BRENT KILPELA  
 481.89 WTP ELECTRICITY EXPENSE

517548388812 AT&T  
 17403 517 548-3888 JAN 2019  
 592-442-850.00 WTP TELEPHONE EXPENSE

80.50 12/28/2018 BRENT KILPELA  
 80.50 WTP TELEPHONE EXPENSE

854006222-5 AT&T LONG DISTANCE  
 17404 WTP LONG DISTANCE  
 592-442-850.00 WTP TELEPHONE EXPENSE

4.61 12/06/2019 BRENT KILPELA  
 4.61 WTP TELEPHONE EXPENSE

11082018-56 GENOA TOWNSHIP DPW  
 17405 MHOG UTILITY DEPT  
 592-442-801.00 WTP CONTRACTED SERVICES EXPENSE

1,081.05 01/03/2019 BRENT KILPELA  
 1,081.05 WTP CONTRACTED SERVICES EXPENSE

1/16/2019 HOWELL PUBLIC SCHOOLS  
 17406 2018 STAXES 1/1/19 - 1/15/19  
 703-000-225.00 TAX DUE TO HOWELL SCHLS DEBT SUMMER

662.84 01/16/2019 BRENT KILPELA  
 662.84

0.00 01/25/2019 Paid  
 0.00 Paid

0.00 Paid  
 0.00 Paid

0.00 Paid  
 0.00 Paid

0.00 Paid  
 0.00 Paid



User: BRENT KILPELA  
 DB: Howell Twp

Inv Num Vendor  
 Inv Ref# Description  
 GL Distribution

703-000-234.90 TAX DUE TO HOWELL FIRE WINTER 37,709.67

2019  
 17417 LIVINGSTON COUNTY TREASURER'S ASSOC 01/23/2019 10.00 0.00 Paid Y  
 2019 ANNUAL DUES BRENT KILPELA  
 101-253-957.00 TREASURER DUES & SUBSCRIPTION EXPENSE 10.00 01/23/2019

79925  
 17418 MASTER MEDIA 01/10/2019 137.73 0.00 Paid Y  
 OFFICE SUPPLIES BRENT KILPELA  
 101-265-727.01 TWP HALL OFFICE SUPPLIES EXPENSE 137.73 01/23/2019

1/10/2019  
 17419 DTE ENERGY 01/10/2019 445.95 0.00 Paid Y  
 TWP HALL FEB 2019 BRENT KILPELA  
 101-265-920.00 TWP HALL ELECTRICITY EXPENSE 445.95 01/23/2019

725510535  
 17420 CINTAS CORPORATION #725 01/16/2019 65.64 0.00 Paid Y  
 BLUE MATS BRENT KILPELA  
 101-265-775.00 TWP HALL OFFICE CLEANING & MAINT EXPENS 65.64 01/23/2019

1/15/2019  
 17421 DTE ENERGY 01/15/2019 60.78 0.00 Paid Y  
 271 E HIGHLAND FEB 2019 BRENT KILPELA  
 592-442-920.00 WWTW ELECTRICITY EXPENSE 60.78 01/23/2019

1/14/2019  
 17422 DTE ENERGY 01/14/2019 258.76 0.00 Paid Y  
 1216 PACKARD DR FEB 2019 BRENT KILPELA  
 592-442-920.00 WWTW ELECTRICITY EXPENSE 258.76 01/23/2019

517552195601  
 17423 AT&T 01/13/2019 219.50 0.00 Paid Y  
 517 552-1956 FOR FEB 2019 BRENT KILPELA  
 592-442-850.00 WWTW TELEPHONE EXPENSE 219.50 01/23/2019

854006222  
 17424 AT&T LONG DISTANCE 01/06/2019 0.89 0.00 Paid Y  
 WWTW LONG DISTANCE BRENT KILPELA  
 592-442-850.00 WWTW TELEPHONE EXPENSE 0.89 01/23/2019

1/10/2019  
 17425 DTE ENERGY 01/10/2019 244.62 0.00 Paid Y  
 2559 W GRAND RIVER FEB 2019 BRENT KILPELA  
 592-442-920.00 WWTW ELECTRICITY EXPENSE 244.62 01/23/2019



User: BRENT KILPELA  
 DB: Howell Twp

Inv Num Vendor  
 Inv Ref# Description  
 GL Distribution

592-442-930.00 WWTTP EQUIPMENT REPAIR EXPENSE 297.73

0000143754  
 17436 LAKE SIDE SERVICE COMPANY, INC 01/18/2019 01/23/2019 1,138.59 0.00 Paid Y  
 25% DEPOSIT ON REZNOR HEATER BRENT KILPELA  
 592-000-972.00 SEWER/WATER CAPITAL OUTLAY EXPENSE 1,138.59

AR1/51022932  
 17437 PARKSON CORPORATION 09/19/2018 01/23/2019 6,250.00 0.00 Paid Y  
 FIELD SERVICE BRENT KILPELA  
 592-442-801.00 WWTTP CONTRACTED SERVICES EXPENSE 6,250.00

01/30/2019  
 17458 LTC PROPERTIES INC 01/30/2019 02/06/2019 64.05 0.00 Paid Y  
 2018 Win Tax Refund 4706-28-400-01 BRENT KILPELA  
 703-000-214.10 TAX DUE TO TAXPAYERS 64.05

2/4/2019  
 17459 HOWELL PUBLIC SCHOOLS 02/04/2019 02/15/2019 1,606.50 0.00 Paid Y  
 S2018 TAXES 1/16/19 - 1/31/2019 BRENT KILPELA  
 703-000-225.00 TAX DUE TO HOWELL SCHLS DEBT SUMMER 1,606.50

2/4/2019  
 17460 HOWELL PUBLIC SCHOOLS 02/04/2019 02/15/2019 1,817.84 0.00 Paid Y  
 S2018 TAXES 1/16/19 - 1/31/19 BRENT KILPELA  
 703-000-225.01 TAX DUE TO HOWELL SCHLS OPER SUMMER 1,817.84

2/4/2019  
 17461 LIVINGSTON COUNTY TREASURER 02/04/2019 02/15/2019 3,271.58 0.00 Paid Y  
 S2018 TAXES 1/16/19 - 1/31/19 BRENT KILPELA  
 703-000-228.01 TAX DUE TO COUNTY SET SUMMER 3,271.58

2/4/2019  
 17462 LIV EDUC SERVICE AGENCY 02/04/2019 02/15/2019 1,807.13 0.00 Paid Y  
 S2018 TAXES 1/16/19 - 1/31/19 BRENT KILPELA  
 703-000-227.00 TAX DUE TO LESEA SUMMER 1,807.13

2/4/2019  
 17463 LIVINGSTON COUNTY TREASURER 02/04/2019 02/15/2019 1,814.77 0.00 Paid Y  
 S2018 TAXES 1/16/19 - 1/31/19 BRENT KILPELA  
 703-000-228.00 TAX DUE TO COUNTY SUMMER 1,814.77

2/4/2019  
 17464 LIVINGSTON COUNTY TREASURER 02/04/2019 02/15/2019 18,960.29 0.00 Paid Y  
 W2018 TAXES 1/16/19 - 1/31/19 BRENT KILPELA  
 703-000-228.90 TAX DUE TO COUNTY WINTER 18,960.29

Inv Num	Vendor	Inv Ref#	Description	GL Distribution	Inv Date	Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized	Post Date
0000143754												
17436	LAKE SIDE SERVICE COMPANY, INC		25% DEPOSIT ON REZNOR HEATER		01/18/2019	BRENT KILPELA	01/23/2019	1,138.59	0.00	Paid	Y	01/23/2019
			SEWER/WATER CAPITAL OUTLAY EXPENSE					1,138.59				
AR1/51022932												
17437	PARKSON CORPORATION		FIELD SERVICE		09/19/2018	BRENT KILPELA	01/23/2019	6,250.00	0.00	Paid	Y	01/23/2019
			592-442-801.00	WWTTP CONTRACTED SERVICES EXPENSE				6,250.00				
01/30/2019												
17458	LTC PROPERTIES INC		2018 Win Tax Refund 4706-28-400-01		01/30/2019	BRENT KILPELA	02/06/2019	64.05	0.00	Paid	Y	02/04/2019
			703-000-214.10	TAX DUE TO TAXPAYERS				64.05				
2/4/2019												
17459	HOWELL PUBLIC SCHOOLS		S2018 TAXES 1/16/19 - 1/31/2019		02/04/2019	BRENT KILPELA	02/15/2019	1,606.50	0.00	Paid	Y	02/04/2019
			703-000-225.00	TAX DUE TO HOWELL SCHLS DEBT SUMMER				1,606.50				
2/4/2019												
17460	HOWELL PUBLIC SCHOOLS		S2018 TAXES 1/16/19 - 1/31/19		02/04/2019	BRENT KILPELA	02/15/2019	1,817.84	0.00	Paid	Y	02/04/2019
			703-000-225.01	TAX DUE TO HOWELL SCHLS OPER SUMMER				1,817.84				
2/4/2019												
17461	LIVINGSTON COUNTY TREASURER		S2018 TAXES 1/16/19 - 1/31/19		02/04/2019	BRENT KILPELA	02/15/2019	3,271.58	0.00	Paid	Y	02/04/2019
			703-000-228.01	TAX DUE TO COUNTY SET SUMMER				3,271.58				
2/4/2019												
17462	LIV EDUC SERVICE AGENCY		S2018 TAXES 1/16/19 - 1/31/19		02/04/2019	BRENT KILPELA	02/15/2019	1,807.13	0.00	Paid	Y	02/04/2019
			703-000-227.00	TAX DUE TO LESEA SUMMER				1,807.13				
2/4/2019												
17463	LIVINGSTON COUNTY TREASURER		S2018 TAXES 1/16/19 - 1/31/19		02/04/2019	BRENT KILPELA	02/15/2019	1,814.77	0.00	Paid	Y	02/04/2019
			703-000-228.00	TAX DUE TO COUNTY SUMMER				1,814.77				
2/4/2019												
17464	LIVINGSTON COUNTY TREASURER		W2018 TAXES 1/16/19 - 1/31/19		02/04/2019	BRENT KILPELA	02/15/2019	18,960.29	0.00	Paid	Y	02/04/2019
			703-000-228.90	TAX DUE TO COUNTY WINTER				18,960.29				



User: BRENT KILPELA  
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

2/4/2019	HOWELL PUBLIC SCHOOLS						
17465	W2018 TAXES 1/16/19 - 1/31/19	02/04/2019	02/15/2019	86,709.72	0.00	Paid	02/04/2019
	703-000-225.91						
	TAX DUE TO HOWELL SCHLS DEBT WINTER			86,709.72			

2/4/2019	HOWELL CARNEGIE LIBRARY						
17466	W2018 TAXES 1/16/19 - 1/31/19	02/04/2019	02/15/2019	29,300.94	0.00	Paid	02/04/2019
	703-000-223.90						
	TAX DUE TO HOWELL LIBRARY WINTER			29,300.94			

2/4/2019	FOWLERVILLE SCHOOLS						
17467	W2018 TAXES 1/16/19 - 1/31/19	02/04/2019	02/15/2019	8,432.63	0.00	Paid	02/04/2019
	703-000-226.91						
	TAX DUE TO FOWL SCHLS DEBT WINTER			8,432.63			

2/4/2019	FOWLERVILLE DIST LIBRARY						
17468	W2018 TAXES 1/16/19 - 1/31/19	02/04/2019	02/15/2019	1,221.57	0.00	Paid	02/04/2019
	703-000-223.91						
	TAX DUE TO FOWL LIBRARY WINTER			1,221.57			

2/4/2019	HOWELL AREA FIRE AUTHORITY						
17469	W2018 TAXES 1/16/19 - 1/31/19	02/04/2019	02/15/2019	41,755.43	0.00	Paid	02/04/2019
	703-000-234.90						
	TAX DUE TO HOWELL FIRE WINTER			41,755.43			

2/4/2019	LIVINGSTON COUNTY TREASURER						
17470	DOG LICENSES	02/04/2019	02/15/2019	90.50	0.00	Paid	02/04/2019
	701-000-238.00						
	TRUST DUE TO COUNTY DOG LICENSE			90.50			

1/24/19	LIVINGSTON COUNTY TREASURER						
17471	MOBILE HOME FEES	02/04/2019	02/15/2019	760.00	0.00	Paid	02/04/2019
	701-000-239.00						
	TRUST MOBILE HOME TAX PAYABLE			760.00			

PHASE 3B	AOK ACQUISITION LLC						
17472	CLOSE OUT ESCROW FOR AMBER OAKS 3B BRENT KILPELA	02/04/2019	02/15/2019	70.16	0.00	Paid	02/04/2019
	701-000-283.05						
	TRUST ENG ESCROW REF-AOK 3B			70.16			

# of Invoices:	65	# Due:	0	Totals:	429,089.98	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	

Net of Invoices and Credit Memos: 429,089.98

*Agrees with Check Register BK*

User: BRENT KILPELA  
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date

GL Distribution

--- TOTALS BY FUND ---							
101 - GENERAL FUND				13,319.44	0.00		
220 - RECREATION FUND				120.00	0.00		
592 - SWR/WTR				43,720.91	0.00		
701 - TRUST & AGENCY				920.66	0.00		
703 - TAX FUND				371,008.97	0.00		

--- TOTALS BY DEPT/ACTIVITY ---							
000 - OTHER				384,385.26	0.00		
101 - TOWNSHIP BOARD				290.00	0.00		
209 - ASSESSING				167.23	0.00		
253 - TREASURER				10.00	0.00		
265 - TOWNSHIP HALL				895.17	0.00		
268 - TOWNSHIP AT LARGE				1,760.00	0.00		
442 - WWTP				41,582.32	0.00		

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
01/23/2019	GEN	101001593(E)	CINTAS CORPORATION #725	65.64
01/23/2019	GEN	101001594(E)	DTE ENERGY	445.95
01/23/2019	GEN	101001595(E)	MICHIGAN.COM	290.00
01/23/2019	GEN	17129	CARLISLE WORTMAN ASSOC, INC.	2,160.00
01/23/2019	GEN	17130	GABRIDGE & COMPANY, PLC	4,500.00
01/23/2019	GEN	17131	LIVINGSTON COUNTY TREASURER'S ASSOC	10.00
01/23/2019	GEN	17132	MASTER MEDIA	383.58
01/23/2019	GEN	17133	WESTVIEW CAPITAL LLC	3,246.04
01/23/2019	GEN	17134	SPICER GROUP	2,171.00
01/23/2019	GEN	17135	WHITLOCK BUSINESS SYSTEMS	167.23

GEN TOTALS:

Total of 10 Checks:	13,439.44
Less 0 Void Checks:	0.00
Total of 10 Disbursements:	13,439.44

Bank T&A TRUST & AGENCY CHECKING

02/04/2019	T&A	3405	AOK ACQUISITION LLC	70.16
02/04/2019	T&A	3406	LIVINGSTON COUNTY TREASURER	90.50
02/04/2019	T&A	3407	LIVINGSTON COUNTY TREASURER	760.00

T&A TOTALS:

Total of 3 Checks:	920.66
Less 0 Void Checks:	0.00
Total of 3 Disbursements:	920.66

Bank TAX TAX CHECKING

01/17/2019	TAX	5221	FOWLERVILLE DIST LIBRARY	809.44
01/17/2019	TAX	5222	FOWLERVILLE SCHOOLS	5,587.68
01/17/2019	TAX	5223	HOWELL AREA FIRE AUTHORITY	37,709.67
01/17/2019	TAX	5224	HOWELL CARNEGIE LIBRARY	26,687.94
01/17/2019	TAX	5225	HOWELL PUBLIC SCHOOLS	662.84
01/17/2019	TAX	5226	HOWELL PUBLIC SCHOOLS	1,551.88
01/17/2019	TAX	5227	HOWELL PUBLIC SCHOOLS	78,976.85
01/17/2019	TAX	5228	LIV EDUC SERVICE AGENCY	697.43
01/17/2019	TAX	5229	LIVINGSTON COUNTY TREASURER	1,262.54
01/17/2019	TAX	5230	LIVINGSTON COUNTY TREASURER	700.36
01/17/2019	TAX	5231	LIVINGSTON COUNTY TREASURER	19,599.89
02/04/2019	TAX	5232	FOWLERVILLE DIST LIBRARY	1,221.57
02/04/2019	TAX	5233	FOWLERVILLE SCHOOLS	8,432.63
02/04/2019	TAX	5234	HOWELL AREA FIRE AUTHORITY	41,755.43
02/04/2019	TAX	5235	HOWELL CARNEGIE LIBRARY	29,300.94
02/04/2019	TAX	5236	HOWELL PUBLIC SCHOOLS	1,606.50
02/04/2019	TAX	5237	HOWELL PUBLIC SCHOOLS	1,817.84
02/04/2019	TAX	5238	HOWELL PUBLIC SCHOOLS	86,709.72
02/04/2019	TAX	5239	LIV EDUC SERVICE AGENCY	1,807.13
02/04/2019	TAX	5240	LTC PROPERTIES INC	64.05
02/04/2019	TAX	5241	LIVINGSTON COUNTY TREASURER	3,271.58
02/04/2019	TAX	5242	LIVINGSTON COUNTY TREASURER	1,814.77
02/04/2019	TAX	5243	LIVINGSTON COUNTY TREASURER	18,960.29

TAX TOTALS:

Total of 23 Checks:	371,008.97
Less 0 Void Checks:	0.00
Total of 23 Disbursements:	371,008.97

Bank UTYCK UTILITY CHECKING

01/16/2019	UTYCK	2448	AT&T LONG DISTANCE	4.61
01/16/2019	UTYCK	2449	GENOA TOWNSHIP DPW	1,081.05
01/16/2019	UTYCK	2450	INFRAMARK, LLC	24,522.33
01/16/2019	UTYCK	590002758(E)	AT&T	80.50
01/16/2019	UTYCK	590002759(E)	CONSUMERS ENERGY	19.30
01/16/2019	UTYCK	590002760(E)	CONSUMERS ENERGY	93.89
01/16/2019	UTYCK	590002761(E)	DTE ENERGY	168.40
01/16/2019	UTYCK	590002762(E)	DTE ENERGY	35.41
01/16/2019	UTYCK	590002763(E)	DTE ENERGY	481.89
01/23/2019	UTYCK	2451	AT&T LONG DISTANCE	0.89
01/23/2019	UTYCK	2452	BENDZINSKI & CO	1,000.00
01/23/2019	UTYCK	2453	KISM, LLC	1,560.00
01/23/2019	UTYCK	2454	LAKESIDE SERVICE COMPANY, INC	1,138.59

Check Date	Bank	Check	Vendor Name	Amount
01/23/2019	UTYCK	2455	PARKSON CORPORATION	6,250.00
01/23/2019	UTYCK	2456	TRUE VALUE HARDWARE	42.50
01/23/2019	UTYCK	2457	USA BLUEBOOK	297.73
01/23/2019	UTYCK	590002764 (E)	AT&T	219.50
01/23/2019	UTYCK	590002765 (E)	DTE ENERGY	60.78
01/23/2019	UTYCK	590002766 (E)	DTE ENERGY	258.76
01/23/2019	UTYCK	590002767 (E)	DTE ENERGY	244.62
01/23/2019	UTYCK	590002768 (E)	DTE ENERGY	4,604.26
01/23/2019	UTYCK	590002769 (E)	DTE ENERGY	266.30
01/23/2019	UTYCK	590002770 (E)	DTE ENERGY	258.76
01/23/2019	UTYCK	590002771 (E)	DTE ENERGY	351.31
01/23/2019	UTYCK	590002772 (E)	DTE ENERGY	679.53

UTYCK TOTALS:

Total of 25 Checks: 43,720.91  
 Less 0 Void Checks: 0.00  
 Total of 25 Disbursements: 43,720.91

REPORT TOTALS:

Total of 61 Checks: 429,089.98  
 Less 0 Void Checks: 0.00  
 Total of 61 Disbursements: 429,089.98

*Agrees with Invoice Register  
 BK*