

HOWELL TOWNSHIP BOARD MEETING
3525 Byron Road
Howell, MI 48855
March 18, 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:
A. Regular Board Meeting February 11, 2019
B. Approval of Closed Session Meeting February 11, 2019
6. Correspondence:
7. Old Business:
A. MHOG – Greg- bids for Grand River Pump Station
B. Offer on Property #4706-16-400-001 3150 Crandall Road
C. Park & Recreational - Mason Road Property #4706-32-400-13 Martha Haglund
D. Offer on Property #4706-32-400-013 Mason RD
E. Roads
8. New Business:
A. Open position for Zoning Board of Appeals – Christopher Atkinson Candidate
B. Offer on Vacant Land in Pineview Village
C. Approval of Special Land Use – Grand River Party Store/Auto One 4706-27-400-002 & 003
D. Marijuana Discussion
E. Sign Ordinance
9. 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
10. Call to the Public:
11. Disbursements:
Regular and Check Register
12. Adjournment:

AGENDA ITEM

5A

HOWELL TOWNSHIP BOARD REGULAR MEETING

MINUTES

3525 Byron Road
Howell, MI 48855
February 11, 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:

Also in attendance: William Fahey, Township Attorney.

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 Melton, seconded by Hohenstein, **"TO APPROVE THE FEBRUARY 11, 2019 AGENDA AS AMENDED: ITEM 10C SHOULD READ, (PAVING OF TOOLEY RD)."**
Motion carried.

APPROVAL OF MINUTES:

A. JANUARY 14, 2019 REGULAR MEETING MINUTES

- **MOTION** by Hohenstein, seconded by Counts, **"TO APPROVE THE JANUARY 14, 2019 REGULAR SESSION MEETING MINUTES AS AMENDED: UNDER NEW BUSINESS, ITEM B, HUMAN RESOURCES MANUAL AMENDMENTS, CHANGE 70 HOURS TO 72 HOURS."** Motion carried. (See January 14, 2019, Regular Meeting Minutes)

CORRESPONDENCE:

- No additions.

PUBLIC HEARING:

HATCH STAMPING COMPANY LLC, IFT

- **MOTION** by Hohenstein, seconded by Graham, **"TO OPEN THE PUBLIC HEARING FOR HATCH STAMPING COMPANY LLC, IFT AT 6:34 P.M."** A roll-call vote was taken: Counts – yes, Graham – yes, Coddington – yes, Melton – yes, Smith – yes, Hohenstein – yes, Rudnicki – yes. Motion carries 7 to 0.
- Suzanne Morrison, representative from Hatch Stamping Company explained that Hatch Stamping does more than just stamping; it also does welding and assembly for the auto market. The Howell Plant concentrates mostly on welding. Ms. Morrison gave a demonstration on the use for one of their tools. She also explained about some of their other locations and their participation within the community including National Manufacturing Day to demonstrate manufacturing careers to students.
- Questions were taken from the Board.
- Stewart Claucherty is responsible for all 13 Hatch facilities. Mr. Claucherty stated that their permit has already been approved and construction started in October but the cold weather has put them slightly behind schedule. The building is 50 thousand square feet which will double the existing space. They are currently running 3 shifts.

- Questions were taken from the Board.
- Parking was discussed. They are currently adding 221 parking spaces. This will allow ample parking during shift changes.
- Phil Santer from SPARK, Livingston County, addressed their request for an IFT (Industrial Facility Tax). This is a tool used for local municipal governments to support industrial developments. The requested IFT will only be for the new investment.
- Questions were taken from the Board.
- **MOTION** by Counts, seconded by Hohenstein, **“TO CLOSE THE PUBLIC HEARING FOR HATCH STAMPING COMPANY LLC, IFT AT 6:46 P.M.”** Discussion followed. Motion carried.

RESOLUTION 02.19.460 HATCH STAMPING COMPANY LLC

Supervisor Coddington stated that the Board just received the agreement and has not had time to review it. Township legal counsel stated that the Board could adopt the resolution contingent upon review and approval of the agreement by legal counsel.

- **MOTION** by Hohenstein, seconded by Melton, **“TO ADOPT RESOLUTON 02.19.460 FOR AN INDUSTRIAL FACILITY EXEMPTION CERTIFICATE FOR REAL PROPERTY FOR HATCH STAMPING COMPANY WITH THE CONDITION THAT THE AGREEMENT BE REVIEWED AND APPROVED BY LEGAL COUNSEL.”** Discussion followed. A roll-call vote was taken: Coddington – yes, Counts – yes, Rudnicki – yes, Graham – yes, Hohenstein – yes, Melton – yes, Smith – yes. Motion carries 7 to 0.

CALL TO THE PUBLIC:

- John Mills, 1750 Oak Grove Road – wanted to know from a municipality perspective, is there a downside to a new manufacturing facility like HATCH with the fumes and noise? After the facility is up and running who monitors it? (As it relates to the Planning Commission and site plan approval; it is addressed within the original approval. As for environmental quality it is referred to MDEQ. As for monitoring; it will come from all the normal monitoring organizations.)

NEW BUSINESS:

A. THE ANNEX GROUP, WORK FORCE AFFORDABLE HOUSING

- Lori Edwards from the Indiana based multi-family developer, The Annex Group, stated they are here to propose a development on 23 acres of Howell Township owned property near M-59 on Oak Grove Road. Their projection is for 180 units, with mostly 1 or 2 bedrooms and a few with 3 bedrooms. The units are considered for “workforce housing” residents which differs from “student housing”, with a \$39,000.00 to \$59,000.00 annual income.
- The Tax Credit Program or Development Subsidy would come from the Michigan Housing Authority which are non-competitive tax credits.
- The Annex Group will need 3 to 9 months in order to decide if they want to go forward with the development after studies have been conducted to determine certain demographics of the particular study area for amenities. The Township will receive monthly benchmarks as to how the development is processing.
- Questions from the Board.
- A preliminary Market Study was done on high growth areas where rents are so high that residents are being pushed out and Livingston County came up in this study. A third party will be brought in to do a full blown study once it is determine that this will be a site for their development.
- **MOTION** by Graham, seconded by Hohenstein, **“TO MOVE FORWARD WITH THE ANNEX GROUP.”** Discussion followed. Treasurer Hohenstein stated that there are things to be worked through in terms of Annex’s Letter of Intent. Hohenstein also stated he doesn’t believe there is anything that cannot be

ironed out. The Annex Group stated they picked the Howell Area because it is close to amenities, hospitals, schools and transportation. The Annex Group stated they could pursue traffic studies. A roll-call vote was taken: Smith - yes, Melton – yes, Hohenstein – yes, Coddington – yes, Counts – yes, Rudnicki – yes, Graham – yes. Motion carries 7 to 0.

B. AFFORDABLE HOUSING & PILOT

- Treasurer Hohenstein stated that another group is looking at this same parcel located on Oak Grove Road. This project will be targeting residents aged 55 and older with several units geared towards lower income. There will be several common areas for the residents.
- Township Attorney Fahey stated, the PILOT is payment in lieu of taxes, which is based on the percentage of payment for rent. It gets billed like taxes but, when you get the payment back it is divided into very small slices and the Township gets very little.
- These residents are still quite dependent. This type of facility does not have assisted living, residents would have to bring in their own assistants.
- Discussion from the Board on the pros and cons of this type of PILOT program for a housing development. Also discussion on a mixed use development.
- **MOTION** by Smith, seconded by Counts, **“HOWELL TOWNSHIP IS NOT INTERESTED IN A PILOT THIS PROGRAM.”** Discussion followed. A roll call-vote was taken: Hohenstein – yes, Smith – yes, Counts – yes, Rudnicki – yes, Coddington – yes, Graham – yes, Melton – yes. Motion carries 7 to 0.

C. OFFER ON PROPERTY #4706-22-100-001 TOOLEY ROAD

- Clerk Graham stated the offer was for \$250,000.00 which wasn't even half of the requested price. The offer also want the Township to pay for the paving of Tooley Road from Airport Drive to Warner Road.
- Treasurer Hohenstein has issues with the conditions that go along with this very low offer. 1) The seller gets first right of refusal to the parcel on the corner. 2) The cost of the paving.
- **MOTION** by Graham, seconded by Rudnicki, **“TO NOT ACCEPT THE OFFER ON THE TOOLEY ROAD PROPERTY, PARCEL #4706-22-100-001.”** Discussion followed. Motion carries.

D. OFFER ON PROPERTY #4706-32-400-013 MASON ROAD

- Clerk Graham stated the offer was not even for half of the requested price.
- **MOTION** by Graham, seconded by Counts, **“TO NOT ACCEPT THE OFFER ON PARCEL #4706-32-400-013.”** Discussion followed. Motion carries.
- Treasurer Hohenstein stated that he would like Chestnut Development to understand that in Exhibit B, which has been talked about in the past to get the price down, that he is not willing to agree to a long-term agreement that has to do with connection fees that the Township has no control over.

E. OFFER ON PROPERTY #4706-16-400-001, 3150 CANDALL ROAD

- **MOTION** by Graham, seconded by Smith, **“TO NOT ACCEPT THE OFFER ON PARCEL #4706-16-400-001 AS WRITTEN.”** Discussion followed on proposing a counter offer. **MOTION** by Graham to amend her motion, seconded by Smith, **“TO NOT ACCEPT THE OFFER ON PARCEL #4706-16-400-001 AS WRITTEN BUT TO COUNTER OFFER \$150,000.00 AS WELL AS PAYING OFF THE ASSESSMENTS AT CLOSING.”** Discussion followed. Motion carries.

G. RESOLUTION #02.19.461 PERMIT LETTER APPEALS TO BOARD OF REVIEW FOR REAL & PERSONAL PROPERTY.

- Clerk Graham stated that Assessor Kilpela issued a letter stating that Howell Township has always accepted letters to the Board of Appeals when they are not able to appeal in person. A resolution would make it fair for all tax payers.

- Treasurer Hohenstein added that having a resolution in place of what we currently do will also make it easier for the auditors.
- **MOTION** by Graham, seconded by Rudnicki, **“TO ACCEPT RESOLUTION #02.19.461 PERMIT LETTER OF APPEALS TO BOARD OF REVIEW FOR REAL & PERSONAL PROPERTY.”** Discussion followed. A roll-call vote was taken: Hohenstein – yes, Counts – yes, Rudnicki – yes, Smith – yes, Graham – yes, Coddington – yes, Melton – yes. Motion carries 7 to 0.

G. RESOLUTION 02.19.462 WAIVE PENALTIES FOR NON-FILING OF PROPERTY TRANSFER AFFIDAVITS

- Clerk Graham stated that Howell Township has never collected a fee for a late filed Property Transfer Affidavit. We do not have the man power to collect such fees. It is suggested by the Township Assessor to have a resolution to waive this fee.
- **MOTION** by Graham, seconded by Melton, **“TO ACCEPT RESOLUTION #02.19.462 TO WAIVE LATE PENALTIES FOR NON-FILING OF PROPERTY TRANSFER AFFIDAVITS UNDER MCL 211.27b.** Discussion followed. A roll-call vote was taken: Counts – yes, Coddington – yes, Melton – yes, Hohenstein – yes, Smith – yes, Rudnicki – yes, Graham – yes. Motion carries 7 to 0.

MOTION by Hohenstein, seconded by Graham, **“TO DEVIATE FROM THE AGENDA AND GO INTO CLOSED SESSION AT THIS TIME AT 8:00 P.M. TO DISCUSS SETTLEMENT IN CONNECTION WITH THE CROSSROADS CASE, THE OAKLAND TACTICAL CASE AND THE RAINBOW CASE.”** Discussion followed. A roll-call vote was taken: Coddington – yes, Smith – yes, Graham – yes, Counts – yes, Melton – yes, Hohenstein – yes, Rudnicki – yes. Motion carries 7 to 0.

MOTION by Rudnicki, seconded by Graham, **“TO RE-ENTER INTO REGULAR SESSION AT 8:41 P.M.”** Motion carried.

MOTION by Graham, seconded by Melton, **“TO COUNTER OFFER TO THE SIGN COMPANY, CROSSROADS, TO RELOCATE THEIR SIGN TO AN APPROPRIATE LOCATION.”** Discussion followed. Motion carries.

H. ROADS, BIDS

Treasurer Hohenstein stated that Howell Township approved repaving Owosso Road as a cost share with Handy Township. Also previously approved is Allen Road with Cohoctah Township' this is the final phase of this project..

- **MOTION** by Hohenstein, seconded by Graham, **“TO ACCEPT CULVER EXCAVATING’S BID FOR ALLEN ROAD IN WHICH HOWELL TOWNSHIP WILL PAY FOR HALF OF \$105,490.00 AS PRESENTED.”** Discussion followed. Motion carries.
- The County would like to see work done on Fisher Road from Oak Grove to the curve. Discussion on the County versus Culver Excavating on the Fisher Road Project.
- **MOTION** by Smith, seconded by Hohenstein, **“TO ACCEPT THE LIVINGSTON COUNTY ROAD COMMISSION BID FOR THE FISHER ROAD PROJECT FROM OAK GROVE ROAD EAST TO THE ADDRESS OF 3056 AND THE HENDERSON ROAD PROJECT FROM BREWER ROAD EAST TO OAK GROVE ROAD.”** Discussion followed. Motion carries.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

- Working on the Farm Leases. To put all farm leases up for bid in one year and each lease will be for 6 years. At the end of the 6 years it goes up for bid again. Also to have an auction house take care of the

bidding. The auctioneer will receive approximately 5% of the bids for its services. The auction will be printed in the local paper.

- Would like to form a Property Committee with 3 Board Members to help speed up the process on offers that come in. The committee would only make recommendations. The Board still has the last decision. **MOTION** by Counts, seconded by Smith, **“TO FORM A PROPERTY COMMITTEE WITH 3 BOARD MEMBERS CONSISTING OF TRUSTEE JEFF SMITH, TREASURER JONATHAN HOHENSTEIN AND CLERK JEAN GRAHAM.”** Discussion followed. Motion carries.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Summer Tax collection is at 98.5% and Winter Tax is at 66%. The winter tax collection will go up quickly as the Tax deadline is approaching.
- Working out an agreement with Pine View. The amount for paving will be split in 3 ways between the Township, Pine View and the new developer.

C. CLERK:

(Clerk Graham reported on the following items)

- Received a bid from Ever So Green for two applications for vegetation killing for this year to the walking path and the gazebo for \$400.00.
- Stated the office staff has not been happy with the snow plowing for the Township Hall. They also do the lawn mowing. Discussion followed. It was the consensus of the Board to put it back out for bid.
- I will be attending the next MTA Meeting dealing with Marijuana on April 30th.
- The Township will be conducting a May 7th Election for the Howell Public Schools Bonding Proposal.

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)

- The Resolution to exempt the Howell Area Fire Authority from PA152.
- Paid Bills.

G. MHOG:

(Trustee Counts reported on the following items)

- Paid bills
- TLS is coming in to clear the easement for the Cross Country Line.
- Posted for the Utility Engineer position. (Looking for someone with a civil engineer background.)
- Amount of miles put on the trucks.
- Audit.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- Sign Ordinance Amendments; the Planning Commission has recommended approval and is now going to the County Planning Commission.

- The storage facility by VG's is expanding. That means the party store and the Auto One by VG's will have to move out. They are proposing to build a new facility across the street on Grand River on two parcels which they will combine into one parcel. There aren't any major concerns with the party store; Auto One is an automotive detailing shop, our ordinance calls for a Special Use Permit. They will come back to the Planning Commission in February for this permit.
- Set a Public Hearing for the February 26th Planning Commission Meeting to hear input regarding Marijuana. Clerk Graham added that after the Public Hearing the Board will make a decision about the stance the Township will take.

I. ZONING BOARD OF APPEALS (ZBA):
(No meeting to report on.)

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- Sampler machines. Would like to get 2 new machines and keep the old ones as backups. Each new machine is \$7,000.00.
- **MOTION** by Hohenstein, seconded by Graham, **"TO RECOMMENDED APPROVAL FOR 2 SAMPLER MACHINES FROM HESCO NOT TO EXCEED \$14,500.00 AS PRESENTED."** Discussion followed. Motion carries.

K. HAPRA

(Clerk Graham reported on the following items)

- They have hired 2 new life guards and 2 new swim instructors. They are still in need for more life guards.
- Signed contract with the school.
- Working on some maintenance issues.
- Having several activities going on.

CALL TO PUBLIC:

- There was no response.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Graham, **"TO APPROVE THE REGULAR DISBURSEMENTS THROUGH FEBRUARY 6, 2019 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH."** Discussion followed. Motion carried.

ADJOURNMENT: **MOTION** by Counts, seconded by Rudnicki, **"TO ADJOURN."** Motion carried. The meeting adjourned 9:30 p.m.

As Presented: _____

Howell Township Clerk

As Amended: _____

Jean Graham

As Corrected: _____

Mike Coddington
Howell Township Supervisor

Dated: _____

Debby Johnson, Recording Secretary

AGENDA ITEM

6

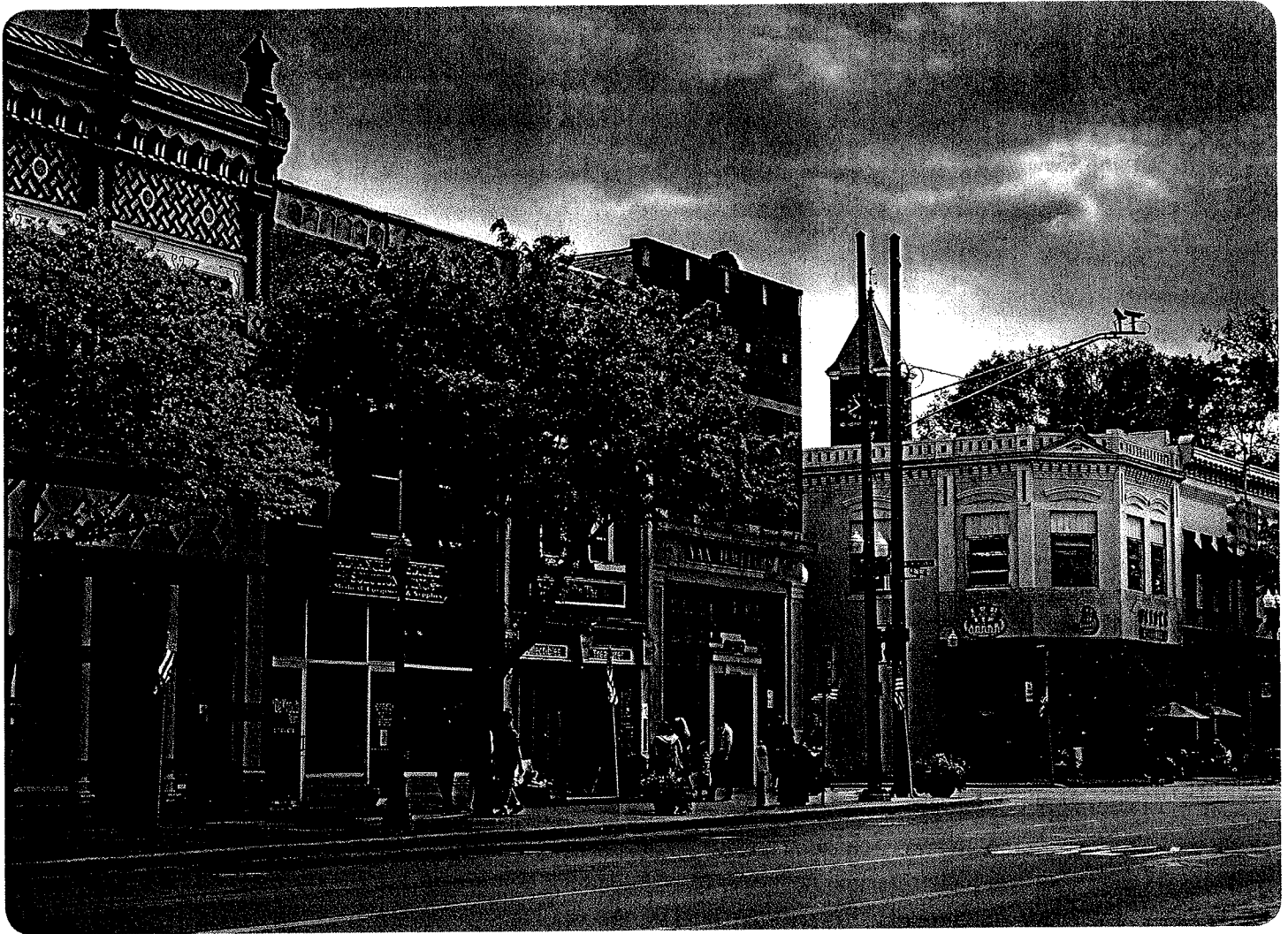
CORRESPONDENCE

March 18, 2019

1. **AMERICAN FUNDS** – Capital World Growth and Income Fund ending November 30, 2018
2. **COMCAST** – Xfinity TV changes

AGENDA ITEM

7A



RFQ and Proposal for Howell Township for Pump Station Replacement Design and Bidding

SUBMITTED TO:

Office of Howell Township Hall
HOWELL TOWNSHIP
3525 Byron Road
Howell, MI 48855
c/o Greg Tatara

SUBMITTED BY:

Jason Mayer, PE - Partner
GIFFELS WEBSTER
1025 East Maple, Suite 100
Birmingham, MI 48009

Task 1: Inspect the Existing Pump Station, Electrical System and Record Notes to Create a Demo Plan.

The Project Team will begin with a kick-off meeting to be held at either MHOG or Howell Township Offices. After the meeting, our team will meet with operations staff to inspect the existing Pump Station along with our survey crew to pick up any topographic information at the station while operation staff is available to assist with opening any locked areas. We will use the information gathered to create a Demolition Plan for the Pump Station.

Task 2: Verify Existing Station Pump Rate, evaluate the service area relative to the Township's Zoning map and determine if the current pump station is sized properly, or if it should be increased as part of this rehabilitation.

The Project Team will obtain all records for the Pump Station including the past years of weekly runtime data for the purpose of evaluating the current Pump Station capacity. We will use the Township Zoning (and Future Land Use) Map to verify if the current configuration of the Pump Station can meet the ultimate design criteria for the service area. We assume that a Pump Station District Map is available for this task.

Task 3: Generate a System Curve

The Team will use the information gathered in Task 2 to create a system pump curve in order to determine the Duty Point for the pumps that will be required. This curve will be included in the basis of design for the permit application. An example Pump Station Basis of Design is included with this proposal for your reference.

Task 4: Recommend Pump Size, Manufacturer, and Type with Cost Comparison

We will use the information from Task 3 to compare the capital costs and the anticipated maintenance costs of several pumps for consideration. One of the pumps we are planning to consider is the Flygt Concertor pump. We will review the pump selection to ensure the existing generator capacity is sufficient to meet the load requirements.

Task 5: Generate a By-pass Plan for Construction

A bypass pumping plan will be developed by the Project Team. We have included Xylem on the Project Team to prepare a plan that will be agreed upon and included in the bid documents. The plan and specifications will be written to ensure that the bypass pumping will not be single sourced. We estimate that the bypass pumping will be in place anywhere from 3-6 weeks mainly depending on if any on site concrete forming will be required.

Task 6: Generate Demolition and Construction Plans and Submit for MDEQ Part 41 Permit

Using the information from the Tasks above, the Project Team will prepare full Construction Plan Set with Specifications. We will match controls to the existing Township system by working with Kennedy Industries. The Construction Plans will include a site Demolition Plan. The plans and final Basis of Design will be submitted to the MDEQ through Howell Township for Part 41 Sanitary Sewer Permit Approval.

Task 7: Solicit Bids from Qualified Firms, Host Pre-bid Meeting and Bid Opening

The Project Team will coordinate with the MDEQ to be able to have the project advertised for bid once approval is received. We will use the advertising site that Howell Township normally publishes bids through (we will plan to default to MITA if there is no preferred site available). Plans will be available electronically with 3 hard copies prepared and available for viewing at Giffels Webster's Birmingham Office, Howell Township's Hall and MHOG Main Offices. The Project Team will host a Pre-Bid Meeting at the site (or at a place designated by Howell Township). We will prepare an Addendum to answer any questions that were received at the Pre-Bid meeting. Bids will be received at the Howell Township Clerks Office at the specified time. We will hold a public bid opening at the Howell Township Hall and prepare bid tabs.

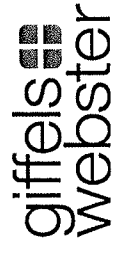
Task 8: Generate Recommendation Letter to the Township Board and Present at the Township Board Meeting on March 18, 2019.

The Project Team will check the references and qualifications of the low two bidders and make a recommendation to the Township Board. Our schedule anticipates that the Award Recommendation will be at a meeting later than March 18th. We will supply 3 full project manuals to the Township for signature.

Proposal Name: Howell Township Pump Station Replacement
 Partner in Charge: Jason Mayer

TASK/Subtask	Partner \$ 165.00	Sr. Proj. Mgr. \$ 165.00	Sr. Eng./ Surv./LA \$ 115.00	Staff Eng./ Surv./LA \$ 90.00	Staff Technician \$ 75.00	Survey Crew \$ 165.00	Comm. \$ 50.00	Client \$ 10.00	Total GW Hours	Total GW Cost	Sub- consultant /Other Cost	Task Total
Design												
Survey		2			6	8			16	\$ 2,100		\$ 2,100
Inspect Existing PS							8		8	\$ 640	\$ 750	\$ 1,390
Verify Existing Operating Parameters	2		8				2		12	\$ 1,410		\$ 1,410
Establish Redesign Parameters	4		8						12	\$ 1,580	\$ 250	\$ 1,830
Generate Demolition & Construction Plans	3		12	60					75	\$ 7,275	\$ 5,000	\$ 12,275
Develop Bid Documents	2		10					8	20	\$ 1,800	\$ 3,500	\$ 5,300
Generate By-Pass Plan for Construction	1		1	2					4	\$ 460		\$ 460
MDEQ Permitting	6		6						12	\$ 1,680		\$ 1,680
Bid Process	6		6					3	15	\$ 1,800	\$ 500	\$ 2,300
Recommendation to Township	4		4						8	\$ 1,120		\$ 1,120
SUBTOTALS	28	2	55	62	6	8	10	11	182	\$ 19,865	\$ 10,000	\$ 29,865

TOTAL COST (TIME AND MATERIALS NOT TO EXCEED) \$ 29,865





HUBBELL, ROTH & CLARK, INC
CONSULTING ENGINEERS SINCE 1915

MAILING: PO Box 824
Bloomfield Hills, MI 48303-0824
SHIPPING: 555 Hulet Drive
Bloomfield Hills, MI 48302-0360
PHONE: 248-454-6300
WEBSITE: hrcengr.com

February 11, 2019

Mr. Greg Tatara
Howell Township
3525 Byron Road
Howell, MI 48855

Re: Request for Qualifications and Proposal
Grand River Pump Station Replacement Design and Bidding

HRC Job No. 20190103

Dear Mr. Tatara:

We are pleased to present this proposal for engineering services for the above-referenced project.

Enclosed herein is a list of our pump station experience including similar projects with contact information, work plan/proposed project schedule, and not-to-exceed price.

We will perform the work from our Howell and Bloomfield Hills offices, under the direction of Trevor Wagenmaker, PE. Our proposed staff for this project include Michael Roskelley, PE, an electrical engineer, and Dan Royal, PE, project engineer.

Should you have any questions regarding this proposal, please do not hesitate to contact us.

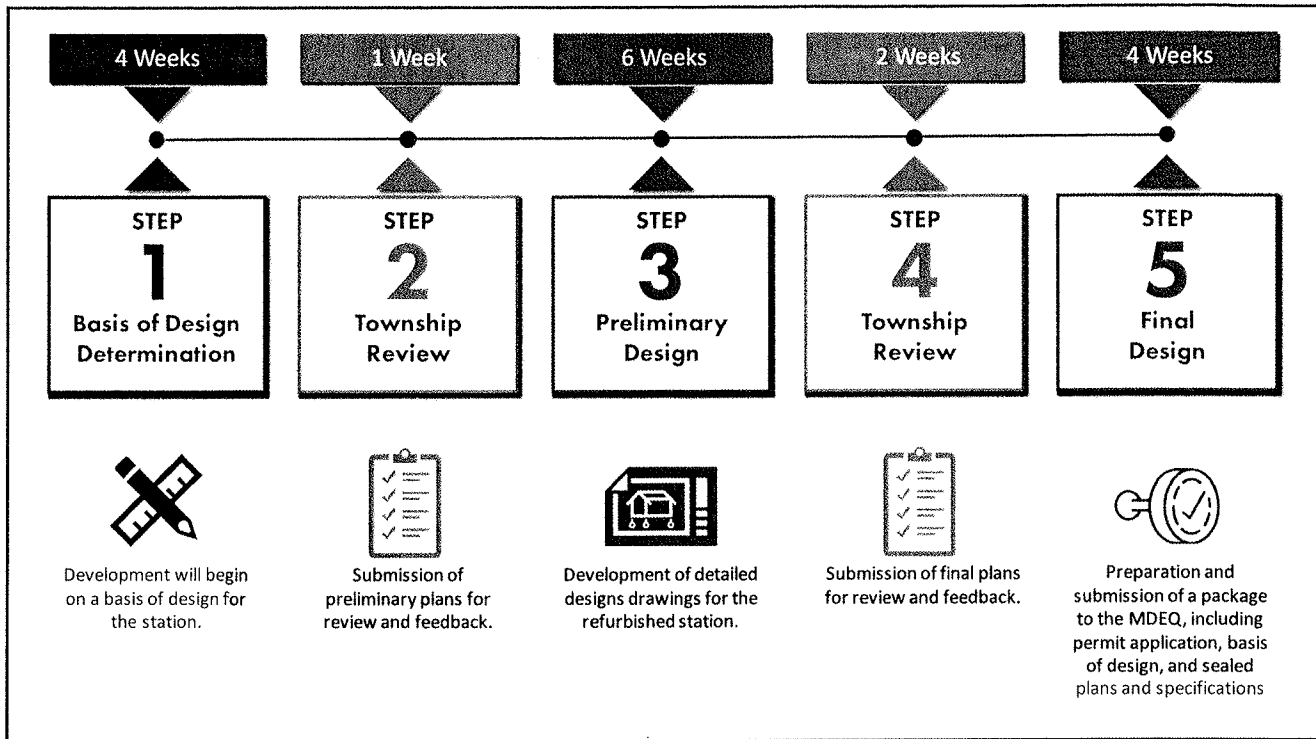
Sincerely,

Trevor Wagenmaker, PE
Associate

Nancy Faught, PE
Vice President

WORK PLAN

Figure 1. HRC's Proposed Work Plan



As shown in Figure 1, HRC will begin by developing a basis of design for the station. This development will include updating the service area map to determine the existing and future flows into the pump station. We will need Township land use and zoning records for this task, along with an actual count of the current users that will be field verified. We will then examine the existing flow records, and do a pump drawdown test, if necessary, to confirm the capacity of the station.

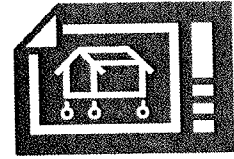


No formal sewer system infiltration/inflow (I/I) analysis will be done based on the known historical records that the station has not experienced significant I/I. However, we will attempt to quantify the magnitude of the I/I based on the historical pump records. We will advise the Township if we believe there is a concern with the I/I. If not enough information is available or is of concern, we may recommend more study.

Based on this investigation, HRC will develop a basis of design for the new pumps. This design will include the peak flow rate based on infiltration and inflow into the station and ten state standard peaking factors for the entire future service area. We will summarize this information in a report.

Site investigation of the station will provide us with the existing components' condition to confirm what we should replace as part of the project. HRC will use the original drawings as a basis for new AutoCAD® developed plans. These drawings will be site verified including performing a topographic site survey.

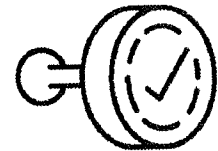
HRC will contact several pump manufacturers to provide the Township with options for the new pumps. We will consider pump efficiency, repair frequency, control capabilities, and clogging concerns in the selection of the new pumps. HRC will present the Township with multiple pump options for the new station. After the pump is selected, we will develop detailed design drawings for the refurbished station. This design will include electrical, controls, pump/valve/piping, temporary bypass pumping requirements and site drawings. As noted, for the site drawings, we are assuming that we will perform a site survey to pick up topographic features for the proposed plans.



We will provide the Township with preliminary and then final plans for review and feedback. We will consult with the Township's operations firm as needed to obtain their input.

We understand that the controls for the station are the KISM system. We are familiar with this system and will integrate it into the design.

After the development of the final plans, we will prepare and submit a package to the MDEQ including a permit application, basis of design, and sealed plans and specifications.



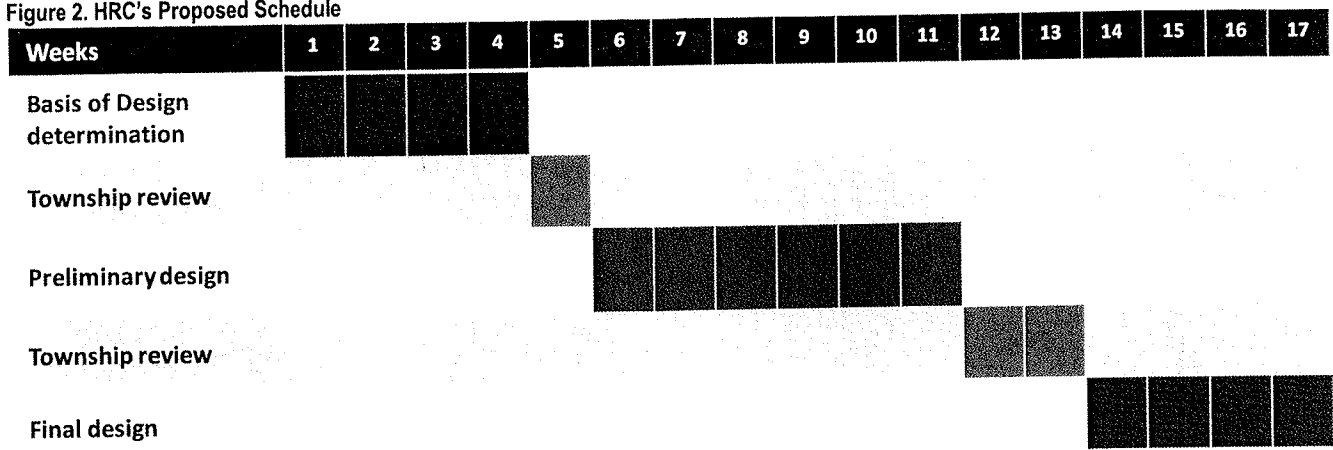
We will assist the Township with the bid process for the project including posting a bid advertisement, answering questions from contractors during the bid period, attending a pre-bid meeting, and providing the Township with a recommendation of contract award for the work.

Assumptions

1. No soil borings or geotechnical investigation will be done as part of this work.
2. All costs for advertisements or permits will be paid for by the Township.
3. No easements or additional right of way will be needed for the station. A property description of the existing pump station parcel is available for our use.
4. No work in the floodplain is required for this project or floodplain determination.
5. Contract documents to be used will be EJCDC contract specifications with standard HRC technical specifications.

SCHEDULE

Figure 2. HRC's Proposed Schedule



COST PROPOSAL

We propose to complete the work of this proposal, including the basis of design development, design, bidding, the recommendation of bid award and MDEQ construction permit application, for the not-to-exceed fee of \$24,500.00.



February 13, 2019

Howell Township
3525 Byron Road
Howell, MI 48855

**Re: Grand River Pump Station Replacement
Design and Bidding Professional Services Proposal**

Dear Selection Committee:

The reliability of our water and wastewater infrastructure is an ongoing concern and one that is at the core of a vibrant community. The protection of our environment and the general health and safety of our residents relies upon the collection and conveyance of wastewater to the treatment facilities. Howell Township has been diligent in evaluating and improving its aging sanitary sewer system. The Grand River Pump Station has been identified as the most urgent need in the transportation of wastewater to the Township's treatment facility. The station was originally installed in the late 1980's with electrical improvements performed in 2001. The station is near the end of its useful life and through the work of this proposal is proposed to be upgraded to a submersible pump station with above-grade valve and electrical controls.

To assist Howell Township in the upgrade to the Grand River Pump Station, we have prepared the following proposal to investigate the existing condition of the station, prepare a design for improvements, assist the Township with obtaining a permit for construction and then provide professional services during the bidding phase of the project. The design will include preparing a Basis of Design for the proposed work along with generating a bypass pumping plan for use by the contractor during construction.

PROJECT STAFFING

Tetra Tech is a publicly traded corporation and a leading provider of consulting, engineering, program management, construction management and technical services. With 17,000 employees worldwide, Tetra Tech's capabilities span the entire project life cycle. Our Michigan based offices have full-service capabilities such that all the work of this proposal will be performed by in-house professionals. The key staff anticipated for this project are located in the Lansing and Ann Arbor offices. Our team is comprised of industry experts who will provide an experience base and lessons learned in other communities for the benefit of Howell Township. Our technical design lead and project manager will be *Gary Markstrom, P.E.* Gary brings a unique perspective to the

PROJECT APPROACH

Our project manager and engineering team will work with the Township to develop the project requirements and define the goals for the proposed rehabilitation. Tetra Tech will evaluate the condition of the existing facility, determine which equipment needs to be replaced and/or repaired, review the existing and future service area demands and develop a plan and cost opinions for expanding the system to meet anticipated demands. In addition, the team will prepare detailed design drawings of the proposed improvements, including a demolition plan, bypass pumping plan and specifications required to solicit bids for the project.

Our proposal assumes the following improvements being incorporated into the pump station:

- Pump station will be isolated with two by pass pumping systems, one on each gravity sewer tributary to the station.
- Bypass pumps will be manifolded into the existing force main. Flow rates will be determined in the hydraulic modeling of the tributary service area.
- Existing pump station will be demolished and replaced
- Electrical controls will be replaced except for manual transfer switch and transformer
- Existing wet well will be extended to the surface with a pre cast section.
- Existing wet well will be inspected and if necessary lined prior to pump installation.;
- New submersible pups will be installed with ductile iron riser pipes.
- A Gorman Rupp (or similar) above grade valve vault will be installed and connected to the riser pipes and existing force main
- Existing power feed will be run to the new pumps and control system.
- Controls will be linked to the existing Kennedy SCADA system with alarms and remote operation capabilities.
- Site restoration to include fine grading and turf restoration.

An outlined summary of our proposed approach to the project follows.

Study Tasks

- Existing flows. Review pump run times provided by the Township to determine existing demands.
- Estimate future flows. We will consult with Township staff to determine the expected flows to the pump station based on the best available information.
- Site Investigation. Tetra Tech staff will review the existing mechanical, electrical, process, and structural condition of the equipment.
- Prepare a Basis of Design outlining the existing condition status and proposed improvements to the pump station.
- Bypass Plan. Provide recommendation(s) for a bypass pumping plan while the pump station is being rehabilitated.
- Opinion of Probable Cost. Provide an opinion of probable construction costs for the recommended rehabilitation efforts.

Engineering Design

- Perform a hydraulic and operation analysis of the pumps to convert the station from the two existing vacuum prime pumps to new submersible pumps that can handle the future peak design capacity.
- Prepare construction drawings and specifications for bidding based on the report recommendations.
- Review plans and specifications with the Township at 60% and 95% stage of completion.
- Incorporate Township comments on the bidding documents into the 100% submittal.
- Prepare Sanitary System Permit application and submit for the Michigan Department of Environment, Great Lakes and Energy construction permit.
- Prepare a detailed Final Opinion of Probable Construction Cost for Township review.

Bidding Services

- Assist Township in soliciting bids from qualified contractors.
- Conduct a prebid meeting with Township and qualified bidders.
- Prepare addenda as required during the bidding phase to clarify bidding documents, if necessary.
- Attend a public bid opening of the construction contracts.
- Assist Township in evaluating bids and submit a letter of recommendation for award for the construction contracts for Township approval.
- Assist Township in executing the contracts and issuing a Notice to Proceed to the Contractor(s).

Services Not Included

- SCADA programming services have not been included as part of this proposal.
- Construction phase services will be included in a separate proposal.

PROJECT SCHEDULE

We can begin immediately upon authorization to proceed from the Township. Tetra Tech anticipates the following schedule for the project:

Engineering Design	March and April 2019
Permitting	May 2019
Bidding Services	May and June 2019
Construction	July through December 2019

Tetra Tech will work with the Township, as needed, to revise the proposed schedule to meet the requirements for this project.

COMPENSATION


Compensation for our personnel directly engaged in the work of this proposal will be based on our hourly billable rates plus in-house reimbursable expenses. We propose the following not-to-exceed budget for the above-mentioned scope of work.

Engineering Design	\$40,500
Bidding Services	<u>\$5,000</u>
TOTAL	\$45,500

If you concur with our proposal, please sign in the space provided below and return one original signed copy of this proposal to indicate your authorization to proceed. The agreement for this project is comprised of this proposal and the attached Tetra Tech Standard Terms and Conditions.

We look forward to assisting Howell Township in this important project. If you have any questions regarding this proposal, please call.

Sincerely,



Gary Markstrom, P.E.
Vice President

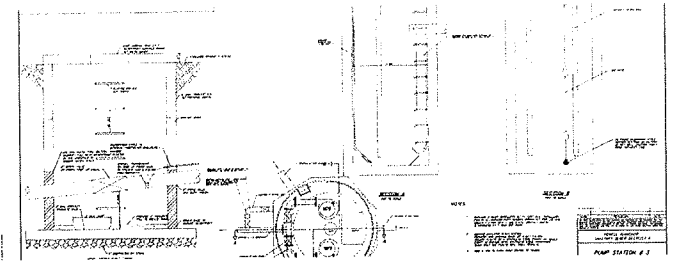
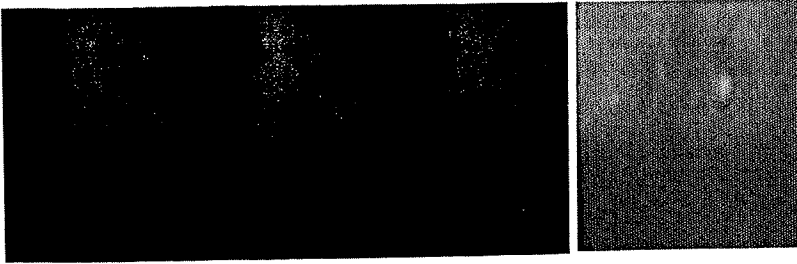
Attachments: Tetra Tech Standard Terms and Conditions
Staff Resumes

PROPOSAL ACCEPTED BY HOWELL TOWNSHIP:

By: _____

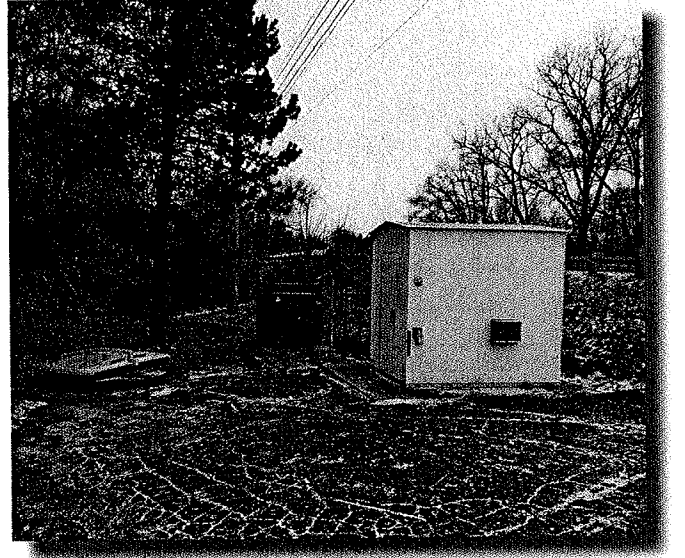
Title: _____

Date: _____



SCOPE OF WORK

The Grand River pump station is one of Howell Township's original three pump stations, constructed in 1988. The original design consisted of a wet well with and subsurface valve vault chamber. The station still has components from the original construction, many of which are outdated, inefficient, or do not work at all. Spicer Group designed the updated and reconfigured electrical components at the station in 2001. This included an above-ground electrical building which eliminated the need for confined space entry. Currently, the station is ineffective, and the maintenance costs are becoming excessive. The Township wishes to replace the station with newer, more efficient equipment with submersible pumps, digital readouts, and monitor it with the Township's SCADA system.

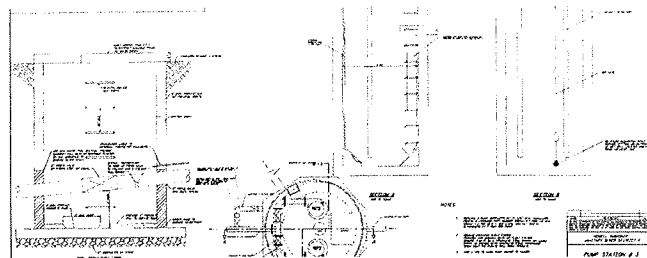
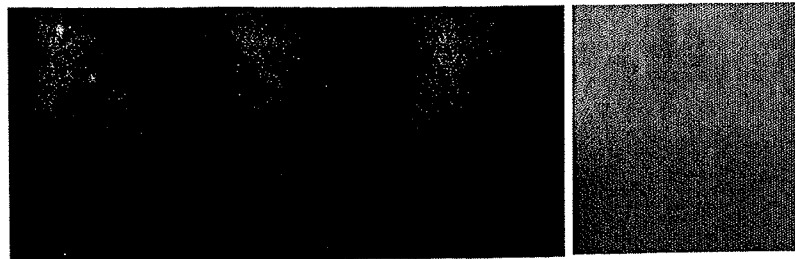


Throughout the design and bidding process, Spicer Group will work closely with Howell Township and Inframark® to ensure the proposed project meets all Township and regulatory requirements and addresses the station's current design and operational issues.

Due to the limited space at the site, we propose to modify and reuse the existing wet well. This will save the time and cost of constructing a new wet well; it will also eliminate the need for soil borings and a geotechnical consultant. A prefabricated pump station with submersible pumps, controls, level indicators, electrical and alarm components and valve vault chamber could then be installed with minimal downtime.

Our work plan is outlined below. It contains five (5) main tasks in order to provide Howell Township with a project that can be awarded for construction. The tasks include:

- 1. Field Investigation** – We will inspect the existing the pump station, wet well and electrical system, collect field data and measurements onsite, and conduct a drawdown test.
- 2. Survey** – Detailed topographical survey is not anticipated for this project. Spicer conducted a survey of the site during the previous project which will be used to develop base drawings. Because the wet well will be reused, and no other major components of



SCOPE OF WORK

the site have changed since 2001, a current detailed survey is not required to design the pump station replacement. Therefore, Spicer Group will save the time and expense of conducting a survey.

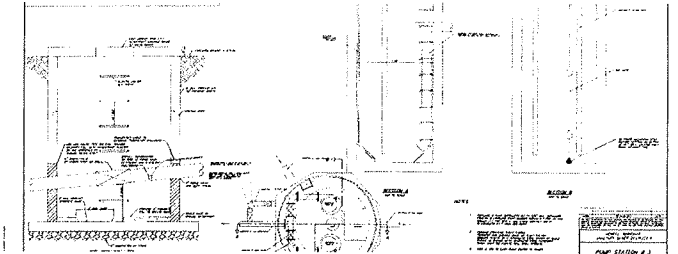
3. Preliminary Design – We will create 80% - 90% draft designs, technical specifications, and cost estimates to be reviewed with Howell Township, Inframark® Inc, utility companies, MDOT and the Livingston County Road Commission (LCRC). We plan to:

- a. Review field and record data to determine if pumps should be upsized.
- b. Generate a system curve.
- c. Recommend a pump size, manufacturer, and type with a cost comparison for at least three options.
- d. Prepare bidding drawings including the following drawings at a minimum; additional drawings may be necessary as the design progresses:
 - Cover sheet with a location map
 - Note sheet with a legend and index
 - Demolition plan
 - By-pass pumping plan
 - Soil erosion and sediment control plan
 - Proposed pump station plan
 - Site details, including but not limited to utilities, structural details, foundation details, etc.



4. Permitting – We will prepare and submit the MDEQ Part 41 construction permit application on behalf of Howell Township, via the MiWaters website.

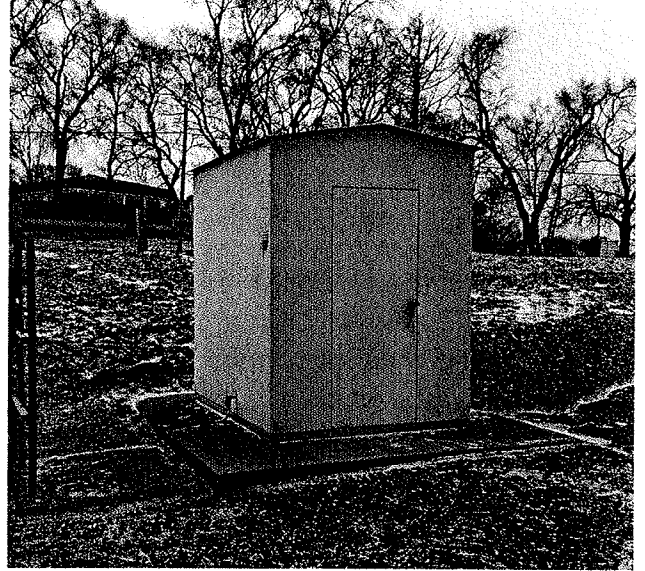
- a. No other permits were mentioned in the RFP, therefore, additional permits were not included in the scope of services. As early as possible, Spicer will determine if other permits and/or fees are required and bring them to the attention of the Township.

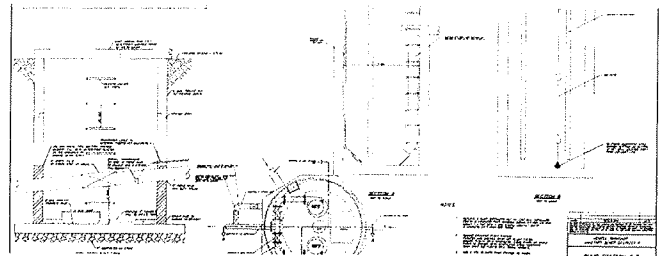
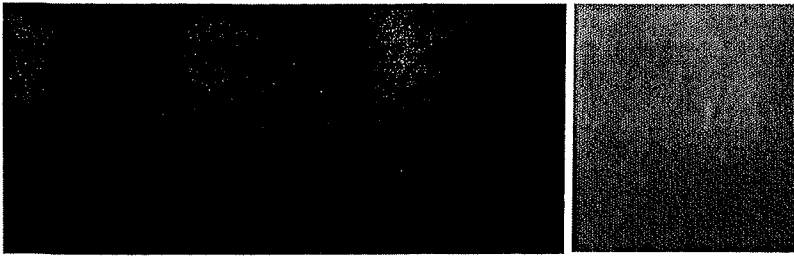


SCOPE OF WORK

5. Final Design – After review comments are provided by the Township, utility companies, MDOT, LCRC, MDEQ, and other stakeholders as necessary, we will update the drawings and specifications to generate the bidding package. We will also update the project cost estimate.

6. Bidding – Spicer will assist Howell Township during the bidding phase of the project, including preparing the advertisement, conducting a pre-bid meeting with prospective bidders, reproducing bid sets, answering questions during the bidding, preparing and issuing addenda if necessary, attending the bid opening, and preparing a bid tabulation and recommendation of award to present at a Township Board meeting.





SCHEDULE

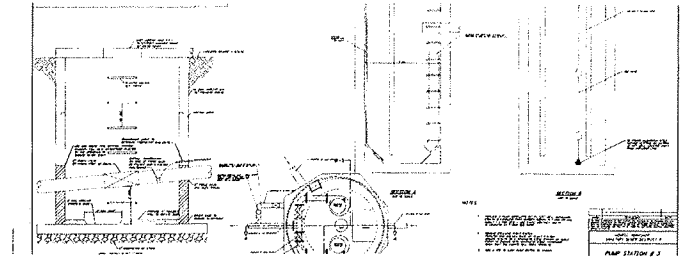
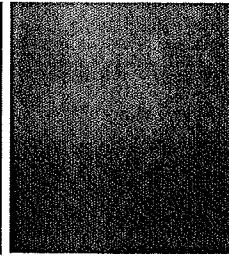
Our anticipated schedule for each task follows.

1. Field Investigation – 1 week
2. Preliminary Design – 3 weeks
3. Permitting – 1 week to submit, 4 weeks for MDEQ to issue*
4. Final Design – 1 week
5. Bidding – 4 weeks

Total – 14 weeks

*4 weeks is an estimate of MDEQ's permit issuing time; this time could be less, but it could be up to 90 days. Recently, we have seen turnaround times around 4 weeks. Should MDEQ take longer than 4 weeks, the final design could start after comments are received from the Township and other agencies. Any permit comments would then be added to the bidding package.

We will get started as soon as the contract is awarded. Assuming the engineer for this project is chosen at the March 18th Township board meeting, the contract will be awarded approximately on April 1, 2019. This would put bidding at mid-June and the bid opening in the beginning of July. Construction could then commence. The project could be completed in 2019, contingent on lead time of the prefabricated pump station and weather.



FEE

Our proposed fee schedule follows. The fee is a not-to-exceed budget and invoicing will be based on the actual hours spent by our staff on your project billed at the hourly rate of each staff member. We will submit monthly invoices to you for our basic professional services, additional authorized services, and any reimbursable expenses.

Estimate Fee, not to exceed: \$29,250

We have calculated these fees based on our understanding of the scope of the project. If the scope changes, we can discuss the option of adjusting the fee or the scope of services. Any changes to this agreement must be agreed to by both of us in writing.

AGENDA ITEM

7B

Howell Township Clerk

From: Christian Bugeja <christian@chestnutrealestate.com>
Sent: Thursday, February 28, 2019 3:55 PM
To: Howell Township Treasurer; Howell Township Clerk
Subject: Fwd: counter offer for crandall

Hello there, buyer for Crandall Rd. is willing to go up to \$110,000 and sill pay off the assessment. Please see below and let me know what you think. Thank you.

----- Forwarded message -----

From: **Tiffany Huff** <tiffany@previewproperties.com>
Date: Wed, Feb 27, 2019 at 1:09 PM
Subject: Re: counter offer for crandall
To: Christian Bugeja <christian@chestnutrealestate.com>

Hey Christian,

My client plans to sell the remaining lot on Warner road. Crandall Road he planning to build his house on the property.

He is countering at \$110,000 all assessments to be paid at closing.

Please let me know if we can move forward with this.

If they decide to accept the offer just change it up on the PA and I'll get initials and signature.

Thanks for your effort on this
Tiffany Huff

On Feb 25, 2019 9:29 AM, Christian Bugeja <christian@chestnutrealestate.com> wrote:
Good morning, FYI I'm meeting with the township committee to go over some offers, including Keith's tomorrow morning. I'll let you know what they say.

On Thu, Feb 21, 2019 at 2:52 PM tiffany@previewproperties.com <tiffany@previewproperties.com> wrote:

Hi Christian,
Here is the counter offer for Crandall
please let me know you received. Hopefully we can work together to get this done
Thanks so much
Tiffany Huff

-----Original Message-----

From: "Preview Properties" <cbonish@previewproperties.com>
Sent: Thursday, February 21, 2019 3:55pm
To: "Tiffany Huff Email" <tiffany@previewproperties.com>
Subject: Scanned PDF Attached

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Board Recommendation - 125⁰⁰
from
with
pay off

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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 as identified and described in Howell Township Tax I.D. # 4706-~~16-40-001~~. 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:

one hundred thousand (~~\$100,000~~^{125,000}) 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 201____, 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.

amount of \$ 77,690 at the time of close. Purchaser to pay Special assessments in the amount of \$ 77,690 at the time of close. Please see additional addendum attached.

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 (\$ 1000) 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 28, 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

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 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:

Authentic
Keith Gordon

_____, 2018

_____, 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



COUNTEROFFER TO PURCHASE REAL ESTATE/PURCHASE AGREEMENT

This Counteroffer is made part of the Offer to Purchase Real Estate/Purchase Agreement made by Keith Gordon (Purchaser) in respect to property located in Howell City, Township of Howell, County of Livingston, State of Michigan, legally described as follows and commonly known as 3150 Crandall Road Howell MI 48843

which Offer was dated 26th January, 2019. The undersigned does hereby counteroffer the following:

Purchaser to pay \$ 105,000 for above property and to pay off special assessments at close in the amount of \$ 77,690.

Property ID 4706-16-400-001

This Counteroffer shall remain valid until Feb. 19th 2019 (date) at _____ m. (time).

Seller _____
Dated _____

Seller _____
Dated _____

By execution of this Counteroffer, the Purchaser acknowledges acceptance and receipt of a copy of this instrument together with a copy of the original Offer to Purchase Real Estate/Purchase Agreement.

AuthenticID
Keith Gordon
Purchaser Keith Gordon

Purchaser _____

Dated _____

Dated _____

Seller acknowledges receipt of Counteroffer and the above-terms are accepted by Seller.

Seller _____
Dated _____

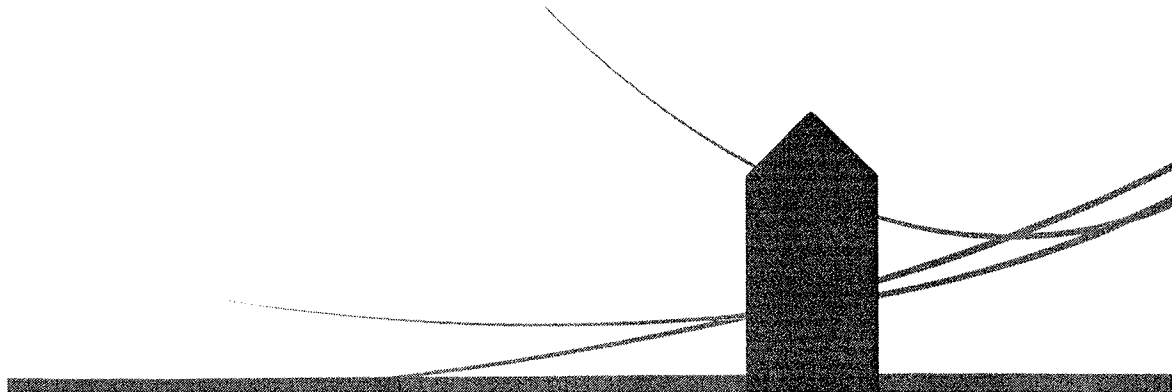
Seller _____
Dated _____

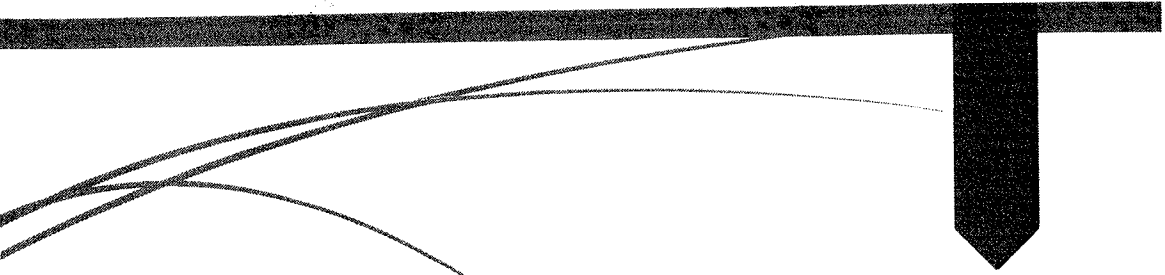
AGENDA ITEM

7C

Parks & Pathways Preliminary Vision

Howell Township



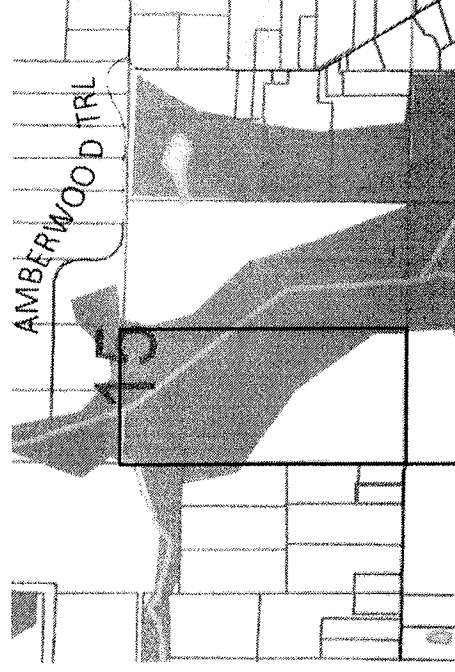


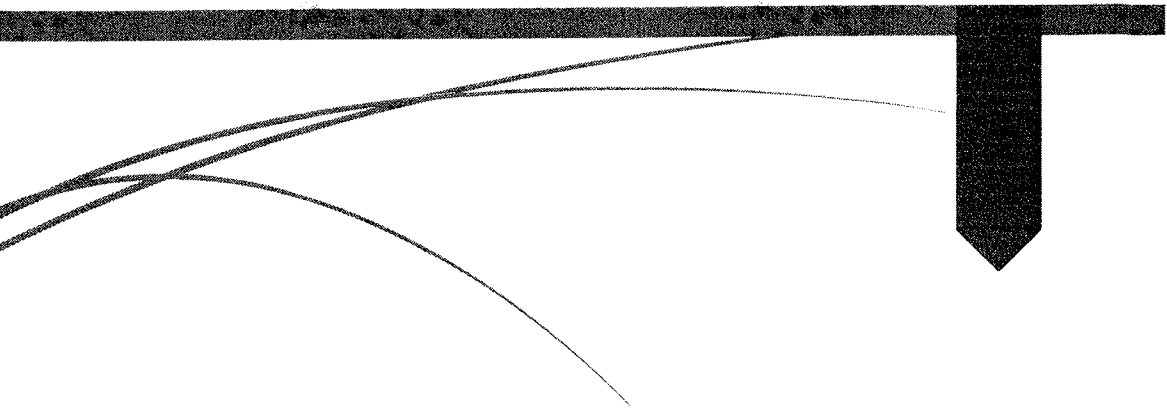
Conservation of Township Owned Properties

- Master Plan
 - Goals & Objectives
 - "Preserving existing natural resources and environmentally sensitive areas: Get environmentally sensitive areas into permanent preservation" Pg. 50
 - "Protect and preserve the quality of our water resources"
- Preservation Now
 - 5-10 Years Passive Recreation Use (Playgrounds, Walking Trails)
 - 10-20 years Active Use (Sports Fields, Community Center)
 - Park & Pathway Feasibility/Desirability Matrix

Tooley & Warner

- ▶ 80 Acres
- ▶ Back up to Shiawasse
- ▶ Natural Features—Priority #1
- ▶ 75 Desirability/ Feasibility Matrix
- ▶ Collaborate with Friends of Shiawasse River



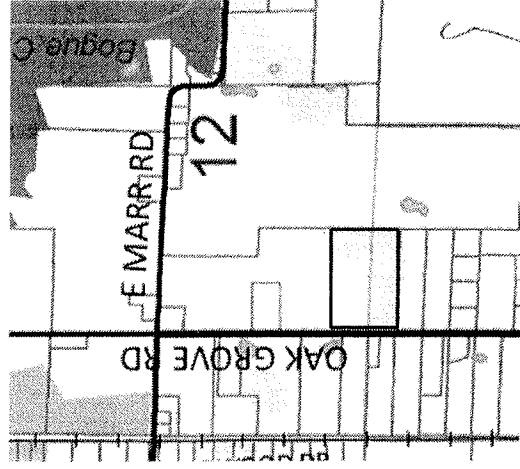
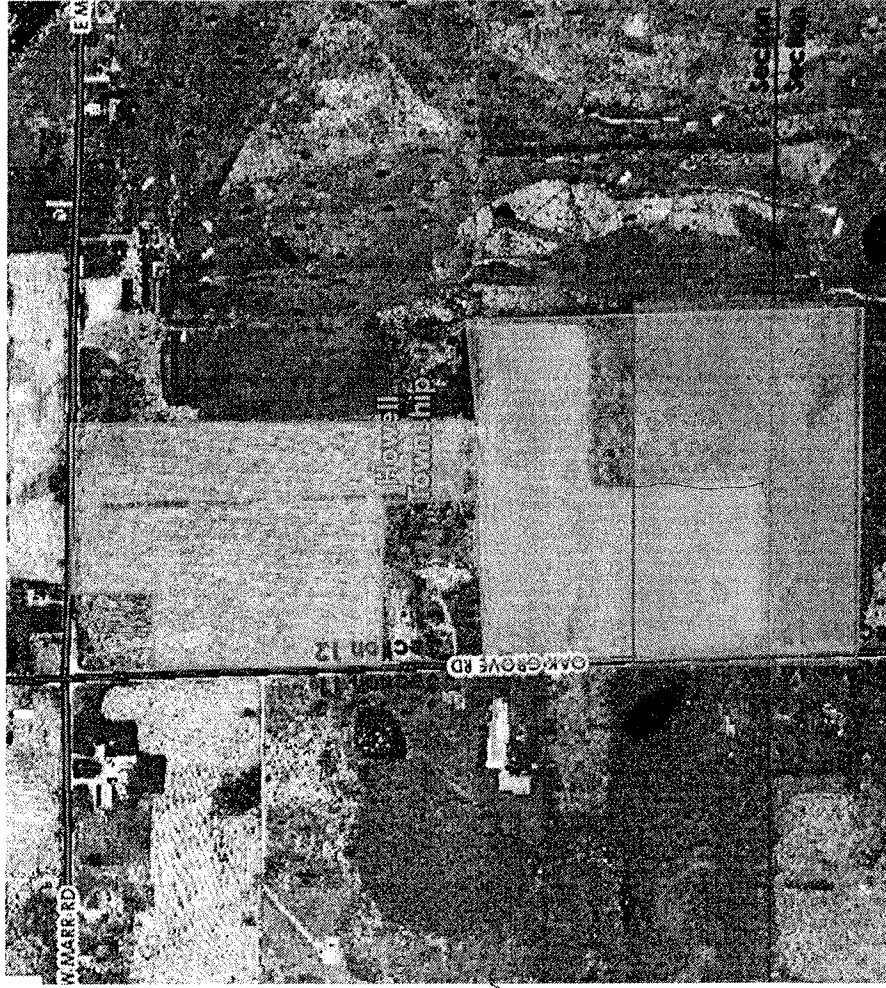


Conservation of Township Owned Properties

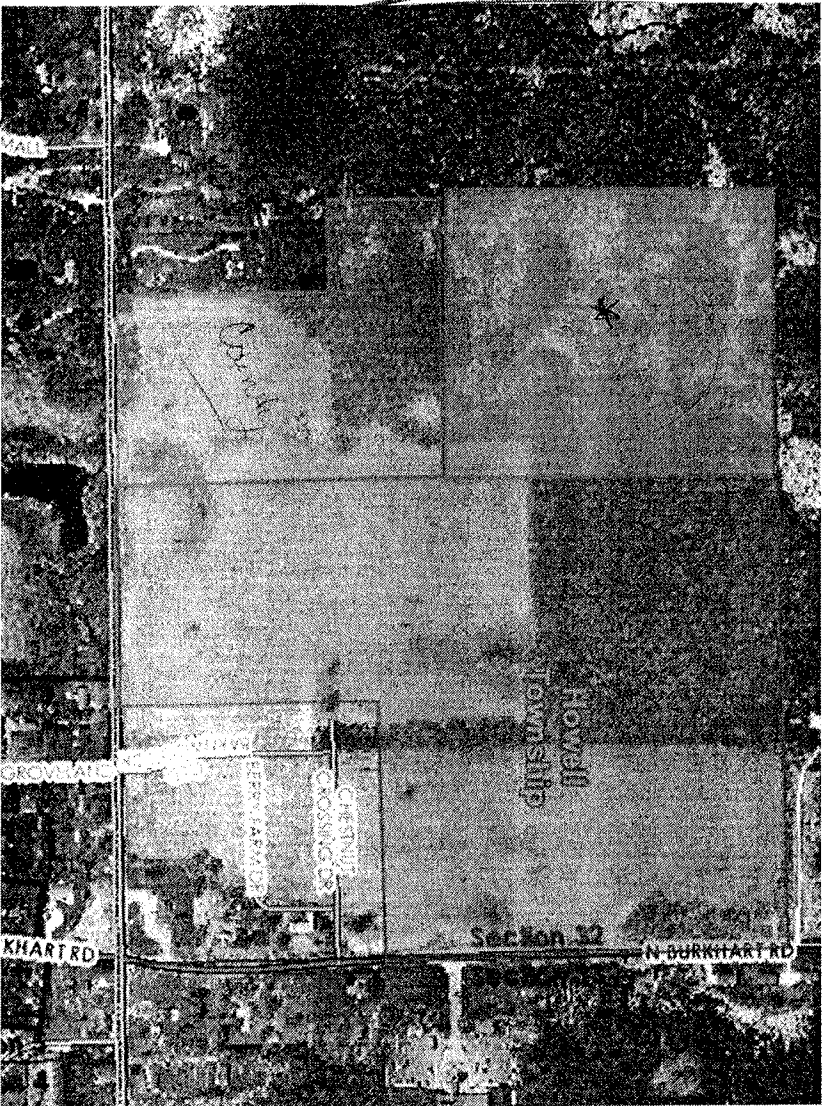
- ▶ PUD & Open Space
 - ▶ Master Plan: “Encourage the use of open space in all developments for a useful purpose and preserve/conserv natural open space, including wetlands, woodlands and flood plains.
 - ▶ “Update ordinance to strengthen usable open space requirements for new developments”
 - ▶ Open Space in PUDs are NOT public
- ▶ Property Values
 - ▶ Recreation & Outdoor space top Homebuyer’s MUST Have list
 - ▶ Buyers are willing to pay more for land/homes adjacent to protected open space

Section of Marr & Oak Grove Property

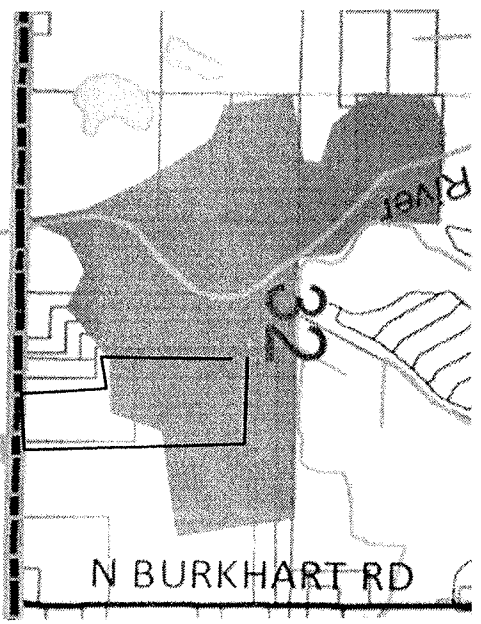
- ▶ North end of Twp
- ▶ 86 Feasibility/Desirability Matrix
- ▶ Natural Features --Priority #3
- ▶ Close to residential nodes
- ▶ Preserve 25 acres



Section of Mason/Burkhardt Option # 1

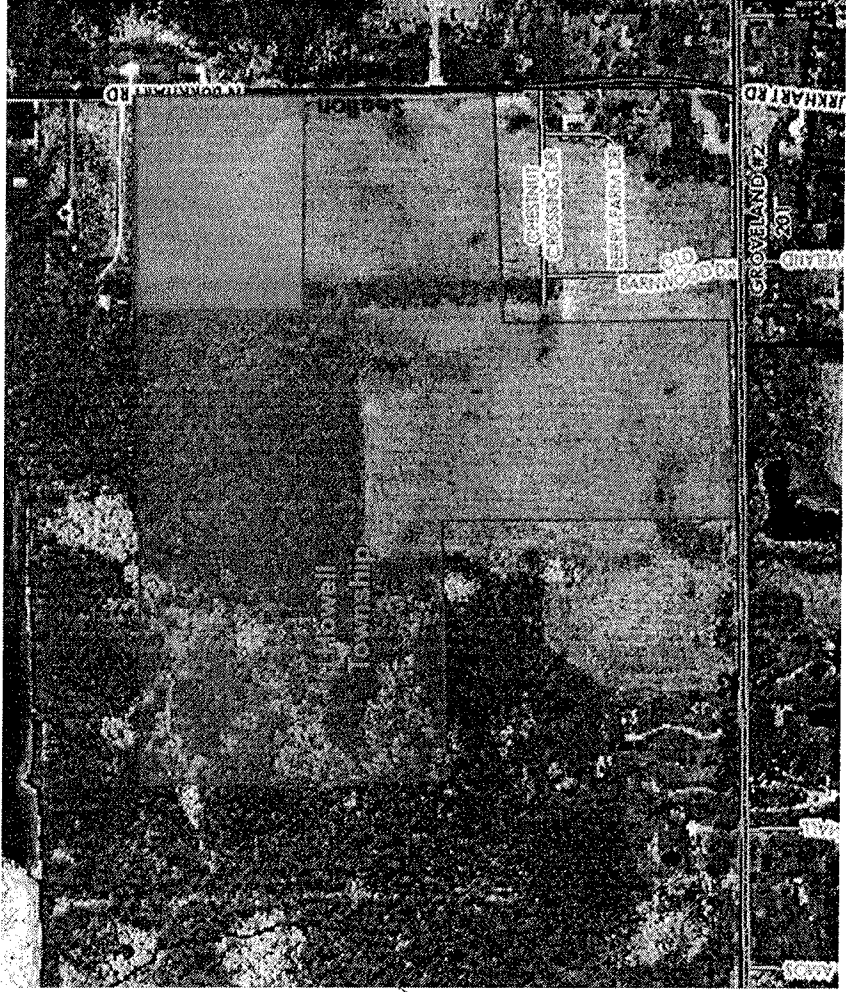


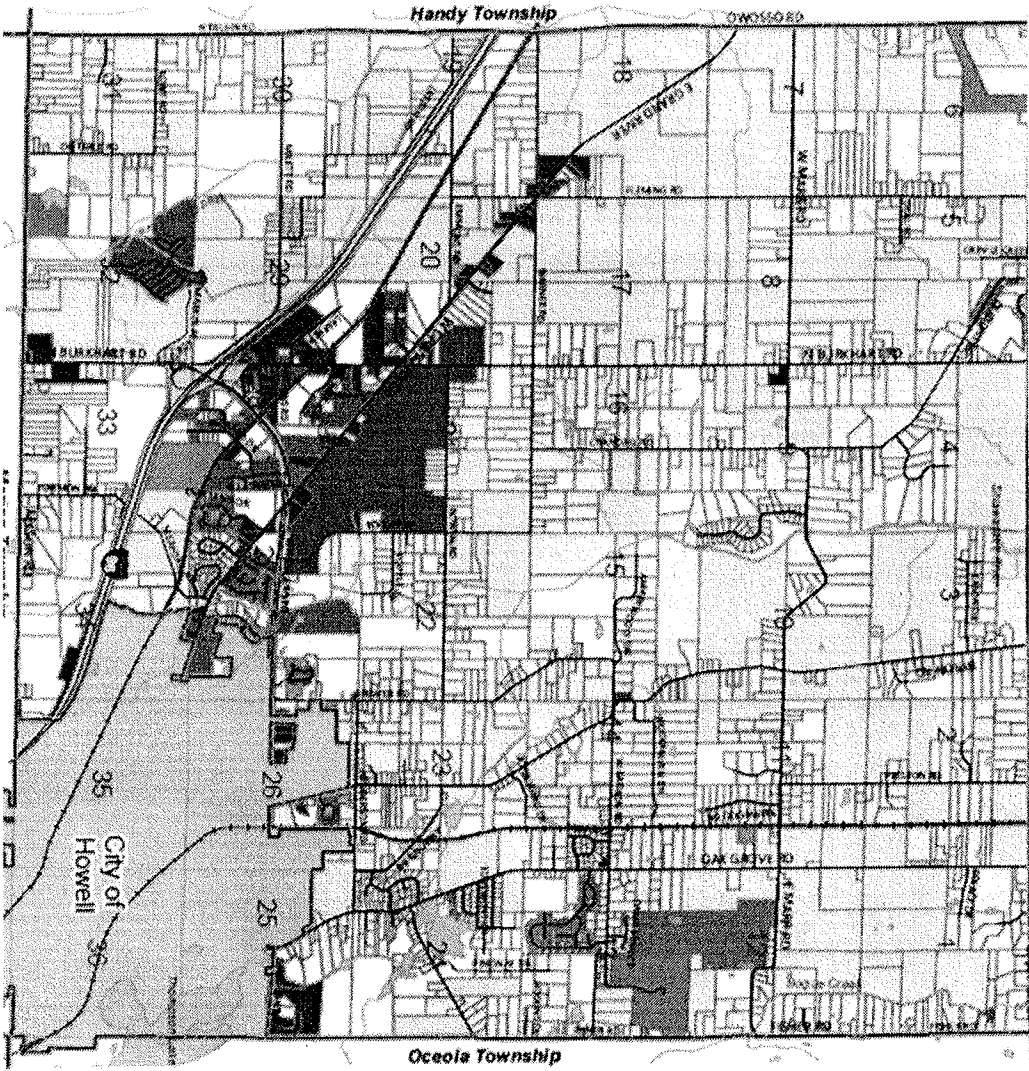
- ▶ South end of Twp
- ▶ Collaborate with Liv Co. or MHOOG: to include Parcel 06-32-400-014
- ▶ 62 Feasibility/Desirability Matrix
- ▶ 820 estimated households within 1 mile



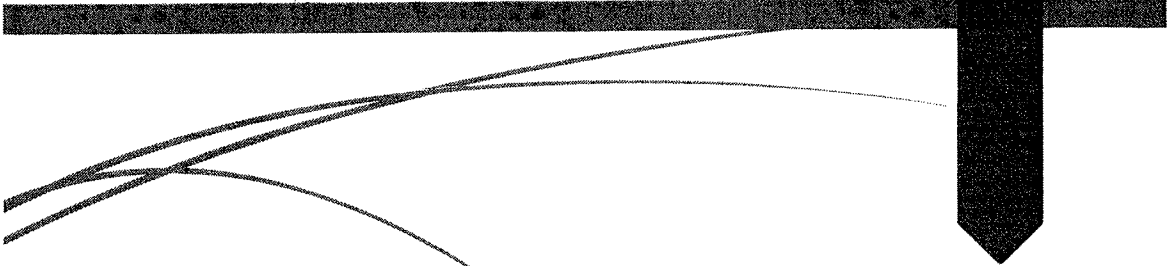
Burkhart & Mason Property Option #2

Preserve 12.5 acres in the
Northeast corner



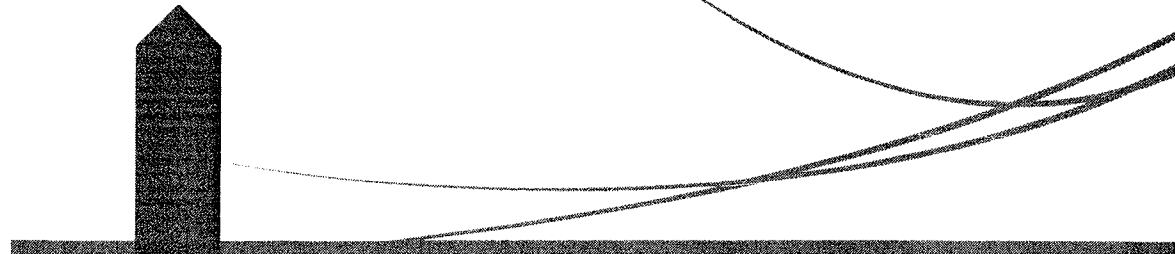
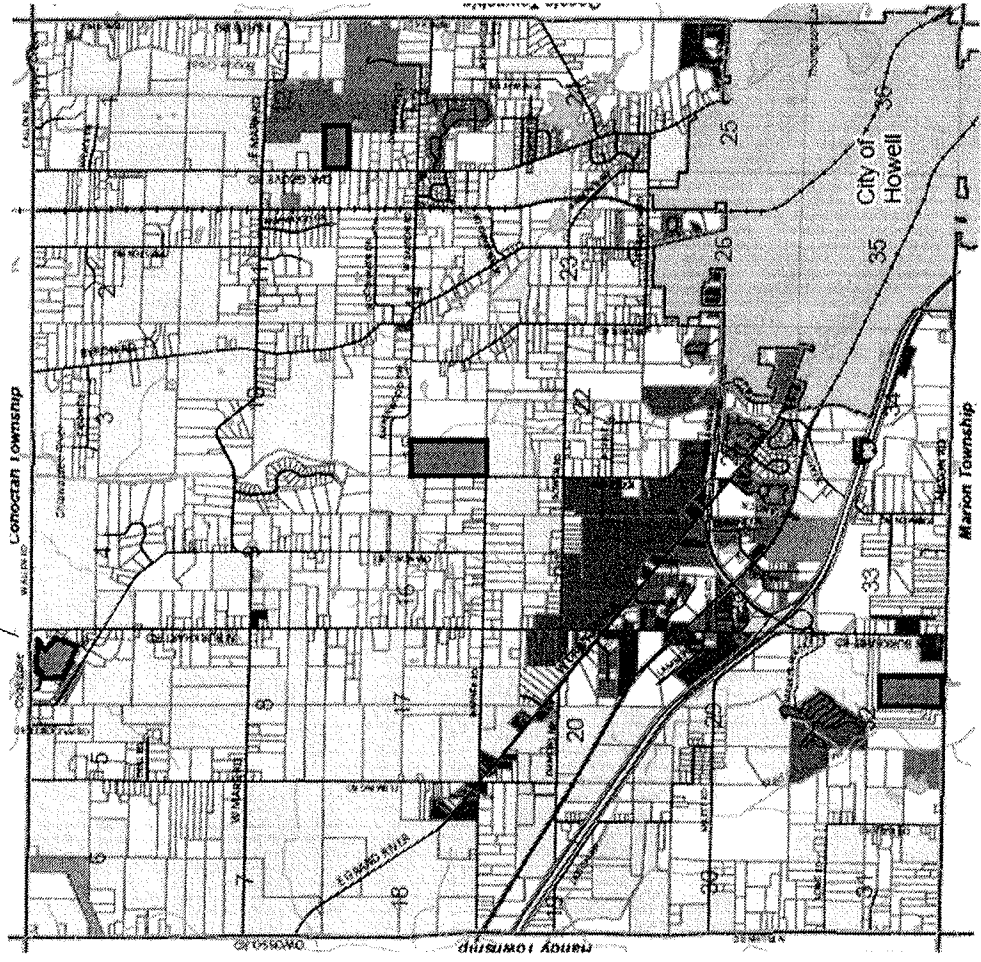


Existing Land Use Map



Added Recreation/Open Space

40 Acres
NCCOAS (*)
Lake Hartung



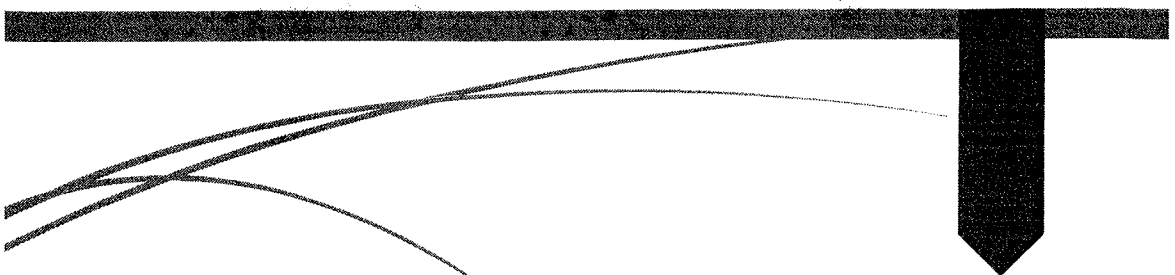


Pathway Oak Grove Corridor

- ▶ Begin talking with residents adjacent to Pathway **Spring 2019**
- ▶ Collaborate with LCRC regarding ROW **Spring 2019**
- ▶ Begin engineer work for Preliminary/Final Concept Plans **Summer/Fall 2019**
- ▶ Grant Application Package **Winter 2019/2020**
- ▶ Apply for MDNR/TAP **Deadline April 1, 2020**

Hartland Twp Settlers Park

- ▶ 115 Acres
- ▶ Funding Sources
 - Parks Task Force
 - 10 members of public
 - Similar to a focus group
 - 3-4 meetings helped plan Settlers Park
- ▶ Township set aside 100k for 11 years
- ▶ 40% Grant for Play Structures
- ▶ Cost to build
 - ▶ \$389k Pathway (2 miles)
 - ▶ \$126k Play Structures
 - ▶ \$120k Parking Lot
 - ▶ \$708k Pavilion & Restrooms
- ▶ Cost to Maintain
 - ▶ 10k/annual



Oceola Twp Park

- ▶ Decisions
 - ▶ Township Board & HAPRA collaborate on management
 - ▶ Lease Soccer Fields & Community Center for \$1 each to HAPRA
- ▶ Cost to Build
 - ▶ 260k Playgrounds
 - ▶ 250k pave parking lot & 2 mile trail
 - ▶ ~200k Future Pavilion
 - ▶ Adjoining development paid for connector trail
- ▶ Cost to Maintain
 - ▶ 100k/annual-HAPRA members
 - ▶ HAPRA maintains soccer fields, picks up trash on weekends (**no additional cost**)
- ▶ Funding Source
 - ▶ Tax acquired land sold at retail into general fund
 - ▶ General Fund: Initial construction, community center upgrades, landscaping, playground maintenance

AGENDA ITEM

7D

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:

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

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

Additionally, Purchaser agrees to pay at closing 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 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 March 20, 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 Two Hundred Seventy (270) 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) Final site plan approval from Howell Township
- e) Closing to take place within 30 days of final site plan approval

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.

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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:

A handwritten signature in black ink, appearing to be "B. Sun", is written over a horizontal line.

_____, 2019

STEVE GROW

_____, 2019

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 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:

SELLER: HOWELL TOWNSHIP

_____, 2019

Jonathon Hohenstein, Treasurer

_____, 2019

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:

_____, 2019

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.

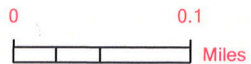
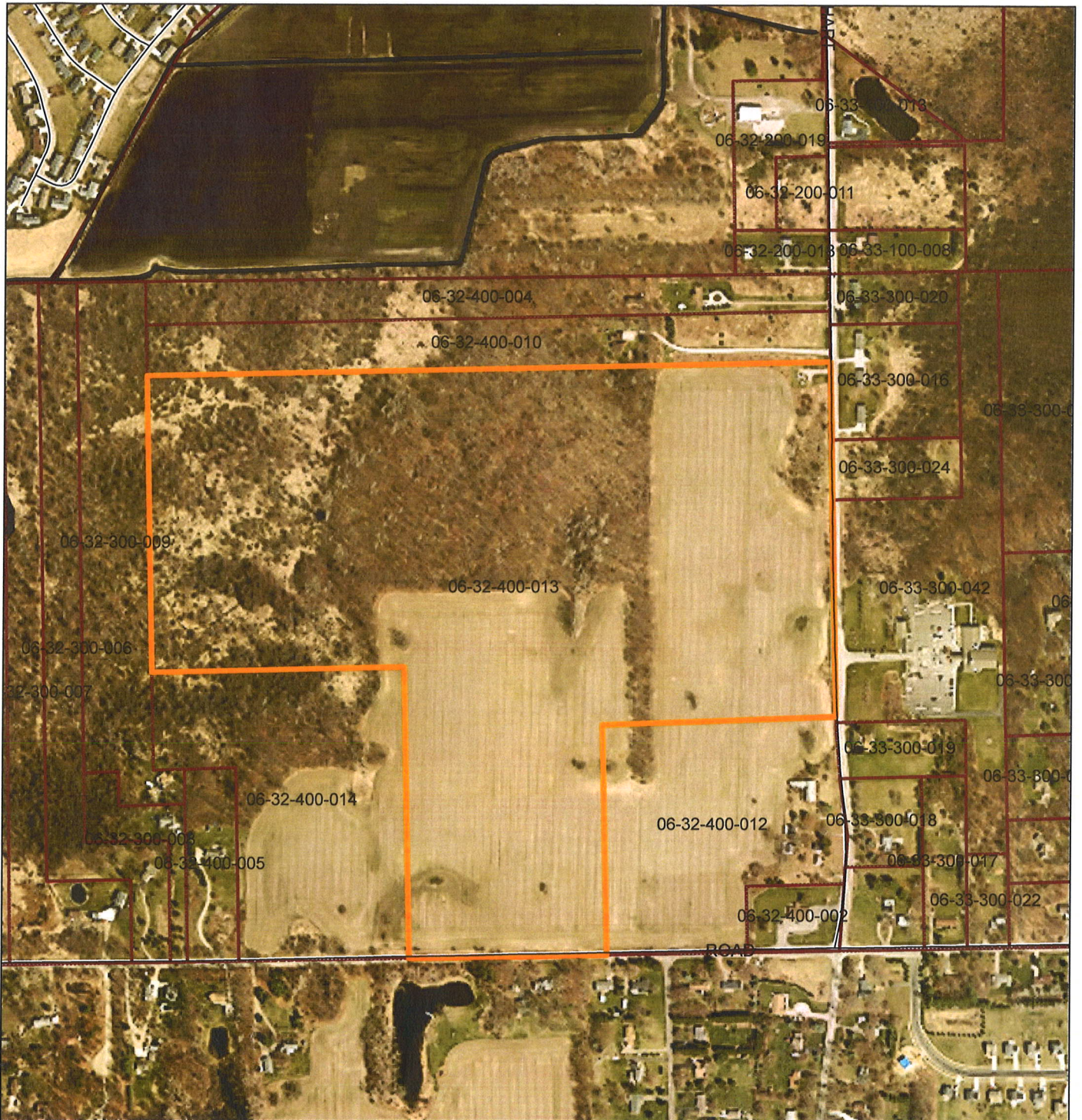
CISLO TITLE

_____, 2019

Name

Title

HOWELL TWP 2016



AGENDA ITEM


7E

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

February 14, 2019

MEMORANDUM TO: Howell Township Board of Trustees

FROM: Michael Craine, Managing Director 

SUBJECT: Project Agreements:
Fisher Road (east of Oak Grove)
Henderson Road (between Brewer and Oak Grove)

The enclosed project agreements have been prepared for your review and approval. Once approved, please have all copies signed by the Supervisor and Clerk and returned to our office marked for the attention of Cheryl Szpaichler, Administrative Assistant. **PLEASE DO NOT DATE THE DOCUMENT(S).**

After submittal to the Board of County Road Commissioners for their approval, two dated fully executed copies will be returned to you for your files.

MC/cls

enc:

cc: Steve Wasylik, Deputy Director

RECEIVED
FEB 19 2019
HOWELL TOWNSHIP

PROJECT AGREEMENT

JOB NUMBER: _____

This Agreement made and entered into this _____ day of, 2019 by and between the TOWNSHIP of HOWELL, Livingston County, Michigan, hereinafter referred to as "TOWNSHIP" and the BOARD OF COUNTY ROAD COMMISSIONERS OF THE COUNTY OF LIVINGSTON, hereinafter referred to as "ROAD COMMISSION."

WITNESSETH

The Township has selected the following road to be improved as described below:

FISHER ROAD
(EAST OF OAK GROVE)
APPROXIMATELY 5280 FEET
LIMESTONE SURFACE & LIMITED DRAINAGE,
ALTOGETHER WITH THE NECESSARY RELATED WORK

The parties agree as follows:

1. The Township shall pay the Road Commission 100% of the cost of the project, as follows: \$70,000.
 - A. The balance shall be paid promptly as invoiced.
 - B. The Road Commission shall furnish the Township with a final breakdown of its actual expenses upon completion of the project.
 - C. The Township will not withhold payments because of any set-off, counterclaim, or any other claim which it may have against the Road Commission arising out of this or any other matter. If there is a dispute over the balance due upon completion, the Township will pay the amount claimed by the Road Commission, and such payment shall not be a waiver by the Township of any claims it may have arising from this contract and the completion of the project.
2. All work shall be performed in a good workmanlike manner and in accordance with plans and specifications adopted by the Road Commission.
3. The Road Commission shall hold the Township harmless from any liability arising from the work performed pursuant to this contract.
4. The work will be completed within the current contract year, unless the parties otherwise so agree.
5. In the event the project cannot be completed due to circumstances beyond the control of the Road Commission, and through no fault of the Road Commission, the contract price for later completion will be subject to renegotiation.

RECEIVED

FEB 19 2019

HOWELL TOWNSHIP

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the date and year first above written.

TOWNSHIP OF HOWELL

BY: _____
MIKE CODDINGTON, SUPERVISOR

JEAN GRAHAM, CLERK

**BOARD OF COUNTY ROAD COMMISSIONERS
OF THE COUNTY OF LIVINGSTON**

BY: _____
MICHAEL CRAINE, MANAGING DIRECTOR

TERRY PALMER, ACCOUNTING SUPERVISOR

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WITNESSETH

The Township has selected the following road to be improved as described below:

**HENDERSON ROAD
(BETWEEN BREWER AND OAK GROVE)
APPROXIMATELY 6600 FEET
21AA REFURBISHING & LIMITED DRAINAGE,
ALTOGETHER WITH THE NECESSARY RELATED WORK**

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MIKE CODDINGTON, SUPERVISOR

JEAN GRAHAM, CLERK

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OF THE COUNTY OF LIVINGSTON**

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**_____
TERRY PALMER, ACCOUNTING SUPERVISOR**