

HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road

Howell, MI 48855

April 8, 2019

6:30 P.M.

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Evan Rudnicki ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
Regular Board Meeting March 18, 2019
6. Correspondence:
7. Old Business:
 - A. Offer on Property #4706-16-400-001 3150 Crandall Road
 - B. Open position for Zoning Board of Appeals
 - C. Ordinance NO. 278 – OPT Out for now with Recreational Marijuana
 - D. Marijuana Discussion – Direction for Planning
 - E. Hatch Agreement & Resolution
 - F. Hunting on Township Properties
8. Call to the Public:
9. New Business:
 - A. Howell Township Parks & Recreation – Martha Haglund
 - B. Howell Township 2018 Sewer Audit
 - C. MTA – Resolution nonpartisan issue
 - D. Property Committee
 - E. Business License Violations
10. Closed Session
11. 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
12. Call to the Public:
13. Disbursements:
Regular and Check Register
14. Adjournment:

AGENDA ITEM

5

HOWELL TOWNSHIP BOARD REGULAR MEETING

MINUTES

3525 Byron Road

Howell, MI 48855

March 18, 2019

6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA: MOTION by Melton, seconded by Graham, **“TO APPROVE THE MARCH 18, 2019 AGENDA AS PRESENTED.”** Motion carried.

APPROVAL OF MINUTES:

A. FEBRUARY 11, 2019 REGULAR MEETING MINUTES

- **MOTION** by Hohenstein, seconded by Melton, **“TO APPROVE THE FEBRUARY 11, 2019 REGULAR SESSION MEETING MINUTES AS PRESENTED.”** Motion carried. (See February 11, 2019, Regular Meeting Minutes)

B. FEBRUARY 11, 2019 CLOSED SESSION MINUTES

- **MOTION** by Hohenstein, seconded by Rudnicki, **“TO APPROVE THE FEBRUARY 11, 2019 CLOSED SESSION MINUTES AS PRESENTED.”** Motion carried.

CORRESPONDENCE:

- No additions.

UNFINISHED BUSINESS:

A. MHOG – BIDS FOR GRAND RIVER PUMP STATION

- Treasurer Hohenstein presented the 2 bids, approved by the WWTP Committee, for engineering work for the Grand River Pump Station: Giffels Webster and (HRC) Hubble, Roth & Clark.
- **MOTION** by Counts, seconded by Hohenstein, **“TO APPROVE BID FOR THE AMOUNT OF \$29,865.00 FROM GIFFELS WEBSTER.”** Discussion followed. Motion carried.

B. OFFER: PROPERTY #4706-16-400-001, 3150 CRANDALL ROAD

- Clerk Graham stated there is an offer of \$110,000.00 plus paying off the assessments on the property. The Property Committee is recommending a counter offer of \$125,000.00 plus the assessment pay-off. Realtor Bugeja will take this offer to his client.

C. PARK & RECREATIONAL – MASON ROAD PROPERTY #4706-32-400-13

- Commissioner and Howell Township Parks and Recs Chairperson Martha Haglund stated that the Township adopted a Parks and Recreation Master Plan in January 2019. Part of that was to evaluate Township properties with the concept of setting aside area for preservation and or parks. The Committee

is recommending the preservation of 25 acres in the northwest corner of parcel #4706-32-400-013 and that it be a condition of sale to allow access. This is a Township owned parcel that has a purchase offer pending.

- Other parcels are also being considered by the committee.

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

- Treasurer Hohenstein had questions about the Agreement of Sale current offer is not on the original document. All offers need to be the original document.
- Discussion on zoning of the parcel to not only accept rentals but also homes.
- Discussion to take the recommendation from the Howell Township Parks and Recs Committee on preservation of the northwest 25 acres.
- Discussion on the amount of days allowed to go through site plan. It is the consensus to take the recommendation of the Zoning Administrator on the amount of days allowed.
- Discussion on accepting the offer; purchase price plus assessment pay-off.
- This will go back to the purchaser.

E. ROADS

- Treasurer Hohenstein stated the Township is now required to sign an agreement with the Livingston County Road Commission for future road work.
- Chloride Applications: discussion on the amount and how the applications are being applied.
- There is a section of Warner Road where residents do not want any chloride applications. It was the consensus not to apply the chloride, as requested.
- **MOTION** by Counts, seconded by Smith, **"TO APPROVE CHLORIDE SOLUTIONS' BID FOR PROVIDING DUST CONTROL FOR THE 2019 SEASON."** Discussion followed. Motion carried.
- Discussion on leaving enough revenue in reserve for future paving of targeted areas. Treasurer Hohenstein will create a spreadsheet showing future projects.

NEW BUSINESS:

A. OPEN POSITION OF ZONING BOARD OF APPEALS

- Letters were submitted by Christopher Atkinson and Matt Stanley.
- Christopher Atkinson was in attendance and gave his reasons for interest in the position to be on the ZBA.
- **MOTION** by Hohenstein, seconded by Melton, **"TO APPOINT CHRISTOPHER ATKINSON TO THE OPEN POSITION ON THE ZONING BOARD OF APPEALS (ZBA) TERM ENDING DECEMBER 31, 2019."** Discussion followed. Motion carried.

B. OFFER ON VACANT LAND IN PINEVIEW VILLAGE

- Treasurer Hohenstein stated that the Property Committee has problems with the purchase agreement as the agreement submitted is not the original agreement.
- Discussion on the problems still existing with the paving.
- Discussion on the allotted days allowed to finalize site plan.
- Discussion on accepting the offer; purchase price plus the assessment pay-off.
- This will go back to the purchaser.

C. APPROVAL OF SPECIAL LAND USE – GRAND RIVER PARTY STORE/AUTO ONE PARCEL #4706-27-400-002 & 003

- Plans of the building were shown.
- Owners stated that there will be no changes to the current operations of either business.

- Discussion on sidewalks.
- **MOTION** by Graham, seconded by Rudnicki, **“TO APPROVE THE SPECIAL LAND USE FOR GRAND RIVER PARTY STORE/AUTO ONE, PARCEL #4706-27-400-002 & 003 AS RECOMMENDED BY PLANNING COMMISSION.”** Discussion followed. Motion carried.

D. MARIJUANA DISCUSSION

- Trustee and Planning Commissioner Counts stated that the Planning Commission had a Public Hearing for public input from residents regarding Recreational Marijuana. Several people showed up for the meeting. Most of those in attendance were not residents of Howell Township. The reasons they gave for allowing businesses within the Township were for Medical Marijuana. Some wanted to be able to purchase locally. There were a couple of actual Township residents who were opposed to allowing Recreational Marijuana.
- Trustee Smith who attended the Public Hearing stated that the attendees seem confused that the Public Hearing was to discuss allowing Recreational Marijuana Commercial Businesses and not Medical Marijuana.
- The Board would like clear confirmation/direction from the Planning Commission as to whether they will be recommending an ordinance to completely opt out or to allow with regulations. Until then, the Township Board needs to make a decision to either not do anything which will allow everything in the Township or to have an ordinance to opt out until a complete and thorough ordinance can be adopted.
- It was the consensus of the Board to have Clerk Graham review existing ordinances to Opt-Out until the Planning Commission can look at everything and make a recommendation of a complete ordinance.
- Planning Commissioner Chairman Sloan stated it is the Planning Commission's job to listen to the residents and consider that when making a final decision. He gave a synopsis from the February Public Hearing. He also stated that he does not feel that there is enough information to make the best decision yet. There are other municipalities that have already implemented ordinances to opt-out or to allow in part. He agrees that the Planning Commission made the correct decision, for now, to table until there is enough information.
- Discussion followed.
- An example ordinance was viewed.
- No action was taken at this time. It was the consensus to bring this back to the next meeting to allow the Planning Commission time to review/study the issue further.

E. SIGN ORDINANCE

- Trustee/Planning Commissioner Counts stated that the amendments the Sign Ordinance were made to not reflect content based exclusions. This also has been approved and recommended by the County Planning Commission.
- **MOTION** by Counts, seconded by Hohenstein, **“TO APPROVE THE SIGN ORDINANCE RECOMMENDATIONS AS PRESENTED.”** Discussion followed. Motion carried.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

- Working on the Farm Leases. Will have sealed bids.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Tax collection is at 98.7%.

- Gave a report on the G2G Credit Card Processor at the counter. The G2G is not used much because of the fee to the user.
- Receptionist/Zoning Assistance Modrack will be working with Zoning Administrator Daus. It will be beneficial for her to take the Building Department Class through BS&A. **MOTION** by Counts, seconded by Hohenstein, **"TO APPROVE JOSIE MODRACK TO TAKE THE BS&A BUILDING DEPARTMENT CLASS FOR \$205.00."** Discussion followed. Motion carried.

C. CLERK:

(Clerk Graham reported on the following items)

- The Utility Clerk resigned from her position. A quick decision had to be made on how we were going to handle the utility billing. For now, MHOG will be doing the billing. It will be actual reads every month.
- There will be changes to the penalty charge. Now, the 10% penalty will only be applied to the usage fee and not any previous or remaining late fees.
- Reminder there is an election for Howell Public Schools on May 7th. Several new rules and laws going into effect on this election.
- Clean-up Day is May 18th.

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)

- Update on the Annual Awards.
- Personal and Finance Committees.
- Adopting Fire Codes.
- Left over money from the building addition was designated for improvements to old part of building.

G. MHOG:

(Trustee Counts reported on the following items)

- Paid bills.
- Work on Cross Country Main Line.
- Work needed on Butler Road Station.
- Updating the design standards.
- Discussion for an out building to house parts.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- Marijuana Discussion.
- Special Land Use Permit.
- Sign Ordinance Amendments.

I. ZONING BOARD OF APPEALS (ZBA):

(No meeting to report on.)

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- Approved the Pump Station Engineering.
- Need approval for grit removal at the cost \$2,000.00. **MOTION** by Hohenstein, seconded by Smith, **“TO APPROVE FOR GRIT REMOVAL CLEANING NOT TO EXCEED \$2,000.00.”** Discussion followed. Motion carried.

K. HAPRA

(Clerk Graham reported on the following items)

- Spring Sessions are starting.
- New soccer goals have been installed.
- Discussion on getting a list of which residents are using the programs. (There is a new systems that is keeping better track of where residents are from.)

CALL TO PUBLIC:

- Commissioner Martha Haglund thanked the Board for making Parks & Recs a priority. Would like money put aside for Parks & Recs. When the Township can show they have funds set aside for Parks & Recs it helps in getting grants. (It was suggested that perhaps the Township can start a special funds when going through the new budget.)

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Graham, **“TO APPROVE THE REGULAR DISBURSEMENTS THROUGH MARCH 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 Hohenstein, **“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

April 8, 2019

1. **AMERICAN FUNDS** – Capital World Growth and Income Fund ending December 31, 2018
2. **AMERICAN FUNDS** - Summary Prospectus March 1, 2019

AGENDA ITEM

7A

Howell Township Clerk

From: Howell Township Assessor
Sent: Tuesday, April 2, 2019 8:08 AM
To: Howell Township Treasurer; Howell Township Clerk
Subject: RE: S.A. Payoff

Jonathan,

The payoffs for 3150 Crandall are the numbers in the listing. When I prepared the pricing years ago, I included two years of assessment into the asking price per Mike. This was done to try to keep the pricing current.

Thanks,
Brent Kilpela

Assessor
Howell Township
(517) 546-2817 x111

From: Howell Township Treasurer
Sent: Thursday, March 28, 2019 9:27 AM
To: Howell Township Assessor <assessor@howelltownshipmi.org>; Howell Township Clerk <clerk@howelltownshipmi.org>
Subject: S.A. Payoff

Brent,

We have an offer on 3150 Crandall Road. In the agreement they list the payoffs for the special assessments. I looked in the SA program and the numbers are not accurate, but Carol said the Township owned properties are different. Could you please let me know what the payoffs are for this parcel?

Thanks,
Jonathan

Howell Township Treasurer
treasurer@howelltownshipmi.org
517-546-2817

HOWELL TOWNSHIP BOARD
RESOLUTION FOR THE SALE OF PROPERTY
Resolution No. 04.19.463

At a regular meeting of the Township Board, Howell Township, Livingston County, Michigan ("Township") held at 3525 Byron Road, Howell, Michigan, on the 8th day of April, 2019 at 6:30 p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and supported by _____ **WHEREAS**, the Township previously purchased certain real property (the "Property") located on 3150 Crandall Rd. (Exhibit "C"), which property was subject to a tax foreclosure proceeding; and

WHEREAS, the Property is not needed for any public purpose; and

WHEREAS, the Township has received the attached Exhibit A, which is an offer to purchase the Property from a private buyer Keith D. Gordon including the 20 acres of land, and described in the attached Exhibit B **WHEREAS**, the Township Board hereby determines that it is in the best interest of the public health, safety and general welfare of the citizenry of Howell Township to sell the Property to a private buyer in order to put the Property back on the tax rolls and to collect special assessments from the Property for water and sewer; and

WHEREAS, the Township Board hereby approves the offer attached hereto as Exhibit A.

ADDENDUM TO PURCHASE AGREEMENT

THIS Addendum is made part of and incorporated into the Purchase Agreement for real estate dated 01/08/2019 (the "Purchase Agreement") by and between HOWELL TOWNSHIP, Keith D. Gordon ("Purchaser") for real estate situated in the Howell Township, Livingston County, Michigan at Commonly known as 3150 Crandall Rd. - and identified as a part of Tax ID # 4706-16-400-001 ("the Property")

1. The purchaser agrees to a "Hold Harmless Clause" to be included in the Purchase Agreement and written by Attorney.
2. Purchaser will provide an insurance rider.

NOW, THEREFORE, THE TOWNSHIP BOARD OF HOWELL TOWNSHIP

RESOLVES:

1. The Property is not needed for any public purpose.
2. The Township Board hereby approves the offer to sell the 20 acres, which offer is attached hereto as Exhibit B.
3. The Supervisor, Treasurer or Clerk are authorized to sign the attached offer on behalf of the Township.
5. All prior Resolutions inconsistent with this Resolution are rescinded.

ADOPTED (ROLL CALL VOTE):

YEAS:

NAYS:

RESOLUTION DECLARED ADOPTED.

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting clerk for Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a meeting held on the 8th day of April 2019.

Jean Graham, Township Clerk
Howell Township

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 twenty five thousand \$125,000

[JG] ~~one hundred thousand (\$100,000)~~ Dollars Cash Purchase JG

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.~~ pay off special assessment at closing JG

(*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. Please see TITLE OBJECTIONS - SELLER'S DEFAULT: additional addendum attached.

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:

Authentisign
Keith Gordon

03/25/2019 _____, 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:

April 2, 2018 2019

April 2, 2018 2019

SELLER: HOWELL TOWNSHIP


Jonathon Hohenstein, Treasurer


Jean Graham, Clerk

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

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

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

PURCHASER:

_____, 2018 _____

TITLE COMPANY'S ACKNOWLEDGEMENT OF DEPOSIT

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

CISLO TITLE

_____, 2018 _____
Name

Title



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: \$125,000

KG Purchaser to pay \$ ~~100,000~~ 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.

Keith Gordon
Purchaser Keith Gordon
Dated 03/25/2019

Purchaser
Dated _____

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

Jan Graham
Seller
Dated April 2, 2019

[Signature]
Seller
Dated April 2, 2019

AGENDA ITEM

7B

March 25, 2019

Distinguished Board Members,

It is with regret that I am writing you to inform you that I am unable to fulfill the position on the Howell Township Zoning Board of Appeals. While I looked forward to working for our township and was incredibly honored to be approved for the role, personal circumstances have dictated that my wife and I move out of Howell and closer to family.

I sincerely apologize for any inconvenience this may cause, and appreciate your time, consideration, and approval of my interest in the Zoning Board. Though I am disappointed I am unable to remain in Howell and work for the board, I am confident that this is the right choice of action for my family.

Warmest Regards,
Christopher D. Atkinson Jr.

To the Howell Township ZBA and Debby Johnson,

My name is Matthew Stanley and I'm interested in applying for the open position on the ZBA. I have been a residence of Howell township for the past 3 and half years and live in the amber oaks subdivision. I have worked in the building industry for the past 20 years and currently work with Livingston county as a state of Michigan licensed building plan reviewer and Inspector. Before that I worked with Allen Edwin building homes in Howell township for 3 and half years. I believe I would be a good asset to the ZBA for my experience in the construction industry and experience of the state and local building codes.

Thank you for your Time

Matt Stanley

359 amber oaks dr

Howell Mi 48855



E-mailed

3/12/19

11:25 A.M.

RECEIVED

MAR 13 2019

HOWELL TOWNSHIP

Howell Township Clerk

From: Howell Township Supervisor
Sent: Wednesday, April 3, 2019 1:53 PM
To: Howell Township Inspector; Howell Township Clerk; Howell Township Deputy Clerk
Subject: Fwd: Zoning Committee

Begin forwarded message:

From: Carrie Newstead <cnewstead@fnbh.com>
Date: April 3, 2019 at 1:17:42 PM EDT
To: "supervisor@howelltownshipmi.org" <supervisor@howelltownshipmi.org>
Subject: Zoning Committee

Good Afternoon Mike,

I noticed that your Zoning Board of Appeals has an open seat still. My understanding is that it isn't too much of a time commitment. If that is the case and you are still in need of someone to step up and serve on it, then I am willing. I served on numerous boards in the past. I was Vice President for Fowlerville School Board, Vice President for Fowlerville FBA, and was a Past President of Fowlerville Rotary and many other advisory boards such as Genesis House, etc. Feel free to touch base with me if you feel like I would be a good fit.

No big deal or hard feelings if not....I am only pursuing to try and be of help.

Sincerely,

Carrie Newstead



Carrie Newstead | Main Office Branch Manager & Bank Officer | P 517-545-2218 F 517-546-3138 |
Cnewstead@fnbh.com | NMLS 873127
First National Bank | fnbh.com | 101 E Grand River | PO Box 800 | Howell, MI 48844-0800

This message is for the designated recipient only and may contain privileged, proprietary, or otherwise private information. If you have received it in error, please notify the sender immediately and delete the original. Any other use of the email by you is prohibited.

This message has been scanned for viruses and content by Gladiator eShield.

AGENDA ITEM

7C

TOWNSHIP OF HOWELL
COUNTY OF LIVINGSTON, STATE OF MICHIGAN
ORDINANCE NO. 278
ADOPTED: April 8, 2019

At a meeting of the Howell Township Board, Livingston County, Michigan, held at the Township Hall on April 8, 2019, at 6:30 p.m., Board Member _____ moved and Board Member _____ seconded to adopt the following Ordinance:

An Ordinance to prohibit marihuana establishments within the boundaries of Howell Township pursuant to the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018, as amended.

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

SECTION 1. TITLE: This Ordinance shall be known as and may be cited as the Howell Township Prohibition of Marihuana Establishments Ordinance.

SECTION 2. DEFINITIONS: Words used herein shall have the definitions as provided for in Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as amended.

SECTION 3. NO MARIHUANA ESTABLISHMENTS: Howell Township hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as amended.

SECTION 4. VIOLATIONS AND PENALTIES:

1. Any person who disobeys, neglects, or refuses to comply with any provision of this Ordinance, or who causes, allows, or consents to any of the same shall be deemed to be responsible for the violation of this Ordinance. A violation of this Ordinance is deemed a nuisance per se.
2. A violation of this Ordinance is a municipal civil infraction, punishable by a fine of \$5,000.00, along with any costs, direct or indirect expenses, or attorney fees that the Township incurs in connection with the infraction. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this Ordinance and any other relief available at law or equity.
3. Each day during which any violation continues shall be deemed a separate offense.
4. This Ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or by such other person (s) as designated by the Township Board from time to time.

SECTION 5. SEVERABILITY: The provisions of this Ordinance are hereby declared to be severable. If any clause, sentence, word, section, or provision is hereafter declared void or unenforceable for any reason by a court of competent jurisdiction, it shall not affect the remainder of such ordinance which shall continue in full force and effect.

SECTION 6. REPEAL: All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION 7. EFFECTIVE DATE: This Ordinance shall take effect 30 days after notice of its adoption is published in a local newspaper.

ROLL CALL VOTE:

YEAS: _____
NAYS: _____
ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED

Mike Coddington, Howell Township Supervisor

CERTIFICATE

STATE OF MICHIGAN)
) ss
COUNTY OF LIVINGSTON)

Jean Graham, Clerk of Howell Township, certifies that the foregoing is a true and accurate copy of Ordinance No. 278, adopted by the Howell Township Board on April 8, 2019. A Notice of Adoption was duly published in the _____ newspaper, which circulates within Howell Township, on _____, 2019. Within one (1) week after such publication, the Ordinance was recorded in the book of ordinances, including date of passage, the names of the members of the Township Board voting, and how each member voted. An attested copy of the Ordinance was filed with the Livingston County Clerk on _____, 2019.

Attested:

Jean Graham, Howell Township Clerk

**HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
ORDINANCE PROHIBITING MARIHUANA ESTABLISHMENTS
ORDINANCE NO. ____
NOTICE OF ADOPTION**

Please take notice that on _____, 2019, the Township Board of Howell Township adopted Ordinance No. ____, which prohibits marihuana establishments within the Township. Copies of the Ordinance may be obtained from Jean Graham, Howell Township Clerk, at 3525 Byron Road, Howell, MI 48855.

The Ordinance provides, in summary, for a prohibition on all marihuana establishments within the Township. The Ordinance has the following sections and catch lines: Section 1: Title; Section 2: Definitions; Section 3: No Marihuana Establishments; Section 4: Violations and Penalties; Section 5: Severability; Section 6: Repeal; and Section 7: Effective Date, which is 30 days after this publication.

Published by Order of the Township Board
Howell Township, Livingston County, Michigan
Jean Graham, Township Clerk
(517) 546-2817

Publication Date: _____, 2019

AGENDA ITEM

7E

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

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

PRESENT: Coddington, Counts, Rudnicki, Graham, Hohenstein, Melton, Smith

ABSENT: None

The following preamble and resolution were offered by Hohenstein and supported by Melton.

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

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

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

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

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

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

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

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

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

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

PART OF THE SOUTH ½ OF SECTION 28, T3N, R4E, AND PART OF THE NORTH ½ OF SECTION 33, T3N, R4E HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN:

COMMENCING AT THE NORTHEAST CORNER OF LOT 5 OF NORTHWEST INDUSTRIAL CENTER SOUTH SUBDIVISION, HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN; THENCE SOUTH 00°54'06" EAST 166.79 FEET; TO THE POINT OF BEGINNING; THENCE SOUTH 00°54'06" EAST 196.69 FEET; THENCE ALONG AN ARC TO THE LEFT, RADIUS OF 50 FEET, CENTRAL ANGLE 48°23'40", HAVING A CHORD SOUTH 23°17'40" WEST 40.99 FEET; THENCE ALONG AN ARC TO THE RIGHT WITH A RADIUS OF 75.00 FEET, HAVING A CENTRAL ANGLE 48°23'40" AND A CHORD NORTH 23°17'34" EAST 61.48 FEET; THENCE SOUTH 89°05'53" WEST 421.77 FEET; THENCE NORTH 28°12'44" EAST 182.14 FEET; THENCE NORTH 11°36'19" EAST 130.59 FEET; THENCE NORTH 89°05'54" WEST 571.59 FEET TO THE POINT OF BEGINNING. CONTAINING 151,492 SQ. FT. OR 3.488 ACRES MORE OR LESS, SUBJECT TO THE EASEMENTS OF RECORD

And additional parcel:

The land referred to in this Commitment, situated in the County of Livingston, Township of Howell, State of Michigan, is described as follows:

Parcel 1:

LOT 4 OF TRANS-WEST INDUSTRIAL CENTER SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 37 OF PLATS, PAGES 9 THROUGH 13, BOTH INCONCLUSIVE, LIVINGSTON COUNTY RECORDS

Parcel 2:

LOT 5 OF TRANS-WEST INDUSTRIAL CENTER SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 37 OF PLATS, PAGES 9 THROUGH 13, BOTH INCLUSIVE, LIVINGSTON COUNTY RECORDS, EXCEPT THE PART DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF SAID LOT 5, THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 ON THE FOLLOWING TWO (2) COURSES: 1) NORTH 28 DEGREES 12 MINUTES 44 SECONDS WEST, 182.14 FEET; 2.) NORTH 11 DEGREES 36 MINUTES 19 SECONDS WEST, 130.59 FEET; THENCE NORTH 89 DEGREES 05 MINUTES AND 54 SECONDS EAST, 571.59 FEET; THENCE ALONG THE WESTERLY LINE OF THE AUSTIN COURT (66 FOOD WIDE) AND THE EASTERLY LINE OF SAID LOT 5 OF THE FOLLOWING THREE (3) COURSES: 1) SOUTH 00 DEGREES 54 MINUTES 06 SECONDS EAST, 196.69 FEET, 2) SOUTHWESTERLY ON AN ARC RIGHT, HAVING A LENGTH OF 42.23 FEET, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 48 DEGREES 23

MINUTES 40 SECONDS, AND A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 17 MINUTES 44 SECONDS WEST, 40.99 FEET, 3) SOUTHWESTERLY ON AN ARC LEFT, HAVING A LENGTH OF 63.35 FEET, A RADIUS OF 75.00 FEET, A CENTRAL ANGLE OF 40 DEGREES 23 MINUTES 40 SECONDS, AND A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 17 MINUTES 44 SECONDS WEST, 61.48 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, SOUTH 89 DEGREES 05 MINUTES 54 SECONDS WEST, 421.77 FEET TO THE POINT OF BEGINNING

ALSO DESCRIBED BY SURVEY AS:

LOT 4 AND LOT 5, EXCEPT THE SOUTHERLY PORTION DESCRIBED AS: BEGINNING AT THE SOUTHWEST CORNER OF LOT 5, THENCE ALONG THE WESTERLY LINE OF SAID LOT 5 ON THE FOLLOWING TWO (2) COURSES: 1) NORTH 28 DEGREES 12 MINUTES 44 SECONDS WEST, 182.14 FEET; 2) NORTH 11 DEGREES 36 MINUTES 19 SECONDS WEST, 130.59 FEET; THENCE NORTH 89 DEGREES 0 MINUTES 54 SECONDS EAST, 571.59 FEET; THENCE ALONG THE WESTERLY LINE OF AUSTIN COURT (66 FEET WIDE) AND THE EASTERLY LINE OF SAID LOT 5 OF THE THREE (3) COURSES: 1) SOUTH 00 DEGREES 54 MINUTES 06 SECONDS EAST, 196.69 FEET, 2) SOUTHWESTERLY ON AN ARC RIGHT, HAVING A LENGTH OF 42.23 FEET, A RADIUS OF 50.00 FEET, A CENTRAL ANGLE OF 48 DEGREES 23 MINUTES 40 SECONDS, AND A LONG CHORD WHICH BEARS SOUTH 23 DEGREES 17 MINUTES 44 SECONDS WEST, 61.48 FEET; THENCE ALONG THE SOUTH LINE OF SAID LOT 5, SOUTH 89 DEGREES 05 MINUTES 54 SECONDS WEST, 421.77 FEET TO THE POINT OF THE BEGINNING OF THIS EXCEPTION OF TRANS-WEST INDUSTRIAL CENTER SOUTH, ACCORDING TO THE PLAT THEREOF AS RECORDED IN LIBER 37 OF PLATS, PAGES 9 THROUGH 13, INCLUSIVE, LIVINGSTON COUNTY RECORDS

Be and the same is hereby approved.

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

AYES: Coddington, Counts, Rudnicki, Graham, Hohenstein, Melton, Smith

NAYS: None

RESOLUTION DECLARED PASTED.

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

Jean Graham
Howell Township Clerk

AGREEMENT FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
REAL PROPERTY

THIS AGREEMENT FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE dated February 11, 2019 is between Hatch Stamping Company LLC, 1051 Austin, Howell, MI 48843 and Howell Township (“Township”), a Michigan municipal corporation, located at 3525 Byron Road, Howell, MI 48855.

WHEREAS, Hatch Stamping Company LLC has applied to the Township to receive an Industrial Facilities Exemption Certificate (a copy of the Hatch Stamping Company LLC application is attached as “ Exhibit A” and hereafter referred to as the “Application”); and

WHEREAS, the Township has approved the Application seeking an Industrial Facilities Exemption Certificate (“Certificate”) pursuant to 1974 PA 198, as amended ;

NOW, THEREFORE, the Township and Hatch Stamping Company LLC agree as follows:

1. Hatch Stamping Company LLC shall expend not less than \$4,000,000.00 on real property costs and building improvements, and \$1,710,000.00 on cost of machinery, equipment, furniture and fixtures located at 1051 Austin Court, Howell, MI 48843 (the “Facility”), consistent with the Application.

2. Hatch Stamping Company LLC acknowledges that the additional real property costs, building improvements and machinery, equipment, furniture and fixtures of the Facility are improvements consistent with 1974 PA 198.

3. Upon separate written request(s) from the Township, Hatch Stamping Company LLC shall submit documentation to the Township following the issuance date of the Certificate (and every year thereafter until the Certificate has expired or been terminated) covering:

a. The number of new jobs created and/or the number of jobs retained by Hatch Stamping Company LLC and the respective hourly rates for each; and

- b. If Hatch Stamping Company LLC's projections for creation or retention of jobs, as estimated in its Application, are not reached, an explanation; and
- c. A detailed project accounting for the monies expended on the real property and improvements that year and for the term of the Certificate, as identified in the Application.

4. Hatch Stamping Company LLC understands that if the construction and/or expansion project referenced in the Application has not been started or completed within the two-year period following the granting of this Certificate, the Township, the State Department Treasury, or the State Tax Commission has the right to revoke this Certificate.

5. Hatch Stamping Company LLC agrees to remain and continue to conduct business within the Township for the entire period of the Certificate, unless permission (in writing) is granted by the Township Board for relocation of Hatch Stamping Company LLC operations outside the Township boundaries. Hatch Stamping Company LLC further understands that if it chooses to leave the Township without obtaining the Township's permission to relocate or ceases to operate the Facility prior to the end of the term of the Certificate, the Township shall have the right to recapture from Hatch Stamping Company LLC an amount up to and including the total amount of taxes abated by the Certificate.

6. Hatch Stamping Company LLC, its successor, assign, leaser, person or entity having control or dominion over the facility, as described in the Application, and the Township further agree that achievement of the stated conditions in this Agreement shall be reviewed as deemed necessary by the Township to ensure compliance with the Application, and failure to have met or maintained the conditions may be grounds for revocation of the Certificate.

7. By execution of this Agreement, it is understood that Hatch Stamping Company LLC's investment in the Facility and the Township's investment in granting of the Certificate is to encourage economic growth within the Township. The Township acknowledges that in some

instances, economic conditions may prevent Hatch Stamping Company LLC from complying fully with this Agreement and the terms of the Application. The Township will give Hatch Stamping Company LLC an opportunity to explain the reasons for any variations from the representations contained in the Application and will evaluate Hatch Stamping Company LLC's situation prior to taking any action.

8. Hatch Stamping Company LLC agrees that the Certificate is granted with the understanding that its annual summer and winter taxes will be paid in full on or before the due date, and that any delinquency due solely and directly to Hatch Stamping Company LLC's fault shall be just cause for the Township to revoke the Certificate.

9. Commitments made by Hatch Stamping Company LLC and the Township are binding if the Township approves the Application filed by Hatch Stamping Company LLC and the Application is approved and the Certificate is issued by the Department of Treasury, State Tax Commission pursuant to 1974 PA 198, as amended.

10. This Agreement shall be interpreted in accordance with the laws of the State of Michigan. Upon default, the other party shall be liable to the non-defaulting party for the reasonable attorney fees and court costs which may be incurred in enforcing a term or condition of this Agreement. This Agreement shall supersede the terms and conditions of any prior agreements, oral, written or implied and represents the entire agreement of the parties.

11. This Agreement is assignable and transferable by either party by written mutual consent of both parties.

12. This Agreement may only be altered by mutual written consent of both parties.

13. This Agreement shall remain in effect until the Certificate has expired or been revoked or terminated.

14. By signing below, the parties swear and affirm that no payment of any kind in excess of the fee allowed by PA 198 of 1974, as amended by PA 323 of 1996, has been made or promised in exchange for favorable consideration of the Application.

Hatch Stamping Company LLC

By: Annal Camp

Its: PRESIDENT

Dated: 03/26/2019

Howell Township

By: _____

Its: Mike Coddington, Supervisor

Dated: _____

Howell Township

By: _____

Its: Jean Graham, Clerk

Dated: _____

AGENDA ITEM

9A

April 2, 2019

Howell Township Board
2535 Byron Road
Howell, MI 48855

The Howell Township Parks and Recreation Steering Committee recommends the preservation of 80 acres located on the corner of Warner & Tooley parcel number 06-15-300-002. The following outlines our reasons for the recommendation.

- Evaluating and preserving township owned properties is a goal in the Recreation Master Plan
- This parcel accommodates residents located in the middle of the Township
- Protect 'Priority 1 Natural Features' designated in the Howell Township's Master Plan
- Allow for future public use and enjoyment
- Partner with Friends of the Shiawassee River
- Create a boardwalk along Shiawassee River that could link with the property directly south 06-22-100-001 (Also owned by the Township)
- Increase property values and marketability of properties adjacent to the protected area

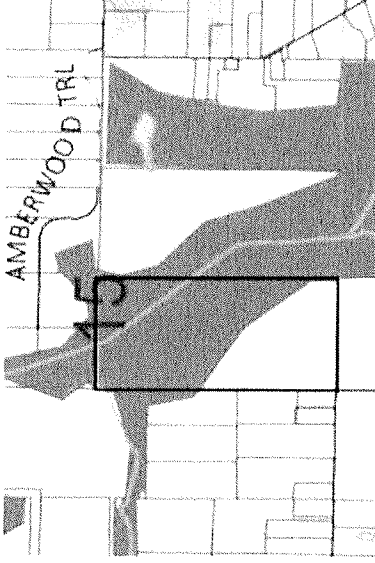
The Howell Township Parks & Recreation Committee therefore resolves that preserving 80 acres on the corner of Tooley and Warner incorporates the needs of the public and strives to enhance the quality of life for its residents. For that reason and those outlined above we recommend the preservation of 80 acres, parcel 06-15-300-002.

Sincerely,
Howell Township Parks & Recreation Committee

Martha Haglund
Joe Does
Jean Graham
Jonathan Hohenstein
~~Debby Johnson~~

Tooley & Warner

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



April 2, 2019

Howell Township Board
2535 Byron Road
Howell, MI 48855

The Howell Township Parks and Recreation Committee recommends the preservation of 25 acres located on the southern portion of parcel 06-12-300-009. This would be a section of the 75 acre parcel off of Oak Grove and E Marr Roads. The following outlines our reasons for the recommendation.

- Potential pocket park located along the non-motorized pathway, planned for Oak Grove
- Serve a large population
- Complements adjacent recreational land use being in close proximity to the golf course
- Increase property values and marketability of properties adjacent to the protected area
- Potentially be counted toward open space requirements for developers interested in purchasing the 75 acre parcel.
- Evaluating and preserving township owned properties is a goal in the Recreation Master Plan
- This parcel accommodates residents located in the northern portion of the Township
- Protect 'Priority 3 Natural Features' designated in the Howell Township's Master Plan

The Howell Township Parks & Recreation Committee therefore resolves that preserving 25 acres, incorporates the needs of the public and strives to enhance the quality of life for its residents. For that reason and those outlined above we recommend the preservation of 25 acres, located on the southern portion of parcel 06-12-300-009.

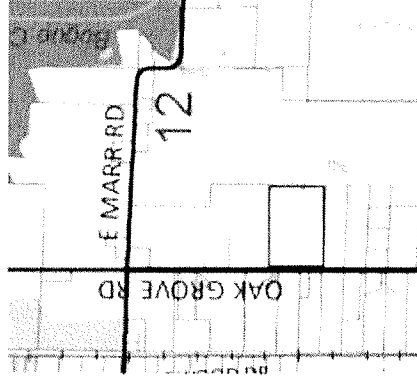
Sincerely,
Howell Township Parks & Recreation Committee

Martha Haglund
Joe Does
Jean Graham
Jonathan Hohenstein
Debby Johnson

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



AGENDA ITEM

9B

Introduction

Historically, Howell Township regularly conducted sewer audits to monitor its sanitary sewer system, both financially and physically. These were used to better understand what was entering the sanitary sewer system and keep track of tap fees. These reports were conducted every two years until 2006, when reports were halted due to a downturn in the economy. Since then, the Township has changed and grown. Bi-annual sewer audits will be conducted again, and this report will be used as a baseline for future reports.

124 commercial and industrial businesses in Howell Township were evaluated in this audit. The current use of the sanitary system was calculated for each commercial and industrial user. The Township can charge users for any increased use of the system.

72 businesses were inspected to document any violations of the sewer ordinance and to identify the types of chemicals currently being discharged into the system. This information is helpful if there is a problem at the plant or questions from a regulatory agency.

Residential Equivalency Units (REUs)

When a new commercial connection is made to the sanitary sewer system, the connection fee is calculated based on the estimated Resident Equivalency Units (REUs) that the user will potentially discharge. These fees are used to pay for the installation of the sanitary sewer and the wastewater treatment plant. In Howell Township, one REU is equivalent to 240 gallons per day, about the amount of water the average residential home uses in one day. Water usage information provided by MHOG and BS&A was used to determine the 2018 REU count for each business. Table 1 highlights the calculated REUs based on water usage throughout the Township.

Table 1 lists each industrial and commercial business in the Township, ordered by street name and address number. Each facility is categorized in Column C by a classification from the Equivalent User Table found in the sanitary sewer ordinance. Column D provides the water usage from approximately the past two years, in 1,000-gallon units. Column E calculates the average daily water use in gallons per day (GPD). Column E is divided by 240 GPD to obtain the 2018 REU values in Column F. Any water usages which calculated to less than 1.00 REU were rounded up to 1.00, because a customer cannot be assigned any less than 1.00 REU. Column G shows the REU assignments as of November 17th, 2018 provided by the Township. Column G less Column F gives the difference from the record REUs and the water usage calculated REUs, shown in Column H. The 12 businesses that had an increase from the current REU assignment are highlighted in the table.

When water usage information was not available, because the business is served by a well for example, the classification of the business and size of the building was used to determine REUs per the Equivalent User Table in the Howell Township sewer ordinance. Table 2 lists these 13 businesses, ordered by address. Two businesses expand over two addresses, these were businesses that moved into a building and eventually acquired the neighboring building as well. Their REUs were combined into one value. Column D provides the calculated REUs for these businesses. Any REU values calculated to be less than 1.00 were rounded to 1.00. Column E shows the REU assignments on record, provided by the Township and Column F shows the difference from calculated and currently assigned REUs. Since these REUs are based on a set formula, a large difference could occur if the business occupying the building changed since Howell Township's records were filed. Small differences could be due to an increase or decrease in accurate building records since the current REUs were calculated; therefore, differences less than 1.00 were not included as additional REUs. No businesses had a positive difference greater than 1.00.

Howell Township
2018 Sewer Audit

Many businesses' calculated REUs were less than their current REUs. The current REU assignment was either an estimate of the business's maximum future use or an update from a previous sewer audit based on actual use; therefore, there is a potential for these REUs to be used in the future or they have been used in the past. It is assumed that the fees associated with the current REUs have already been paid. Assigned REUs should not be decreased, nor should any refunds be given if the difference is negative.

12 businesses were found to exceed their purchased REUs, totaling 24.15 additional REUs. Their REU assignment should be increased accordingly and they should be charged for their additional discharge. Using \$4,830 as a connection fee, this equates to \$116,644.50 in capacity charges.

Site Inspections

Site inspections of 72 out of the 124 commercial and industrial users were performed to ensure compliance with the Howell Township Sewer Ordinance. Inspections included an authorized representative of the Township (sometimes accompanied by Township staff): touring the facility; evaluating chemical and oil storage, handling, and disposal practices; checking floor drains, restrooms, and other sewer connections; and evaluating Safety Data Sheets (SDSs) for chemicals that may be introduced to the sewer system. An inspection checklist, found in Appendix A, was filled out during each inspection to ensure thoroughness. A Sewer User Survey was developed and sent out to every customer that was inspected. 60 Sewer User Surveys were filled out and returned, these can be found in Appendix B. A short summary of each site inspection is included in Appendix C.

Businesses in residential homes or strictly commercial businesses that most likely only have a bathroom and a small kitchenette (banks, churches, law firms, etc.) did not require a site inspection or a Sewer User Survey.

Per- and polyfluoroalkyl substances (PFAS) are a group of harmful, man-made chemicals that have been a concern with the Michigan Department of Environmental Quality (MDEQ). The chemicals commonly occur with non-stick coating applications, like chrome plating and stain-repellent fabrics. They have been found in soils, surface water and drinking water throughout Michigan. Until recently, the MDEQ did not have regulation on the chemical, but as reports of the chemicals harming the environment and water supply continue to arise, the agency is becoming stricter. Howell Township has been approached by the MDEQ several times about potential sources of PFAS. Representatives from the MDEQ and Howell Township toured two potential PFAS facilities and found no evidence of the chemicals entering the sanitary sewer. PFAS was a major concern during the site inspections and no evidence of PFAS entering the sanitary sewer was found during any of the site inspections.

Violations

No major violations were found during the site inspections. The following is a list of the possible violations and facilities to monitor for violations. These violations should be corrected as soon as possible. Once the businesses have made the necessary corrections, they should be re-inspected to verify the change. The facilities to monitor should, at a minimum, be inspected during every bi-annual sewer audit.

Possible Violations:

Corrigan Gas/Smullen's Towing at 3680 W Grand River was inspected on November 13th, 2018. The facility currently consists of office space with a small auto body shop. There is a trench drain in the floor of the body shop. It was unclear whether this drain was connected to the sanitary sewer or not. This should be investigated. If it is connected to the sanitary sewer, an oil-water separator should be installed.

McDonald's at 2205 W Grand River was inspected on November 19th, 2018. During the inspection, it was stated that the restaurant is not connected to the sanitary sewer system; it is connected to a septic tank. Previous sewer audits and Township records do not support this claim. Connection to a septic tank after a connection was made to the sanitary sewer is a violation of the Township Ordinance. The connection should be verified.

Medilodge of Livingston at 3003 Grand River is a large nursing home inspected on November 11th, 2018. A trench-style storm drain connected to the sanitary sewer system was found outside the kitchen facilities at the low point of a driveway. This connection violates Section 6 of the Wastewater Collection and Treatment System Ordinance regarding the improper discharge of storm or roof water into the sanitary sewer. This is an old building and the connection may predate the ordinance. This facility may be exempt to this violation due to the age of the building, but it should be investigated.

Facilities to Monitor:

Carcoustics at 1400 Durant Drive was inspected on November 9th, 2018. Previous sewer audits suspected this facility of a violation of the total suspended solids (TSS) limit from a jet cutter used during manufacturing. During the inspection, it was stated that the jet cutter was not used very often anymore, and it was upgraded to a closed system, so no water is discharged to the sanitary sewer. This should be monitored to ensure the TSS limit is not exceeded.

VG's Grocery Store was inspected on November 15th, 2018. Past inspections refer to possible problems with clogging and disposal of solids from the meat preparation and food services sections of the store. Food particles greater than one-half inch in any dimension are on the list of prohibited discharges. Many floor drains have been capped to prevent large unprocessed solids from entering the sanitary sewer. There was no visual evidence of any violation, however workers' accounts of daily cleaning practices and previous inspection entries make this a facility of concern.

Precision Finishing Systems at 1650 N Burkhart was inspected on November 8th, 2018. The facility had no violations, but during the inspection, it was stated that a sewer odor can be smelled from the southeast corner of the building, which is not associated with the bathroom or any open drain. All sewer lines were inspected with CCTV and snaked. The odor reportedly is stronger when it rains. The odor might be caused by a neighboring facility (Thomson Plastics) overloading the sanitary system. This problem should be investigated.

Conclusion

This report serves as a snap shot of the commercial and industrial users of the sanitary sewer system. The findings from this audit and the attached Sewer User Surveys can be referenced in the future when a question arises about the nature of a business in the Township or if a chemical spike affects the

Howell Township
2018 Sewer Audit

wastewater treatment plant. The Sewer User Survey may also be added to the Township's building occupancy requirements to monitor what types of business are in the Township.

Water usage records were used to determine the actual water discharged to the sanitary sewer system. The REU assignments increased for 12 businesses, totaling an additional 24.15 REUs. This equates to \$116,644.50 in additional revenue. The remaining 109 businesses' REU assignments remained the same.

High priority businesses were inspected, and a description of each facility and process are attached to this report. No major violations were found and there was no evidence of PFAS entering the Township's sanitary sewer. Three possible violations were found and should be investigated further. Additionally, two facilities have had a history of violations, but none were found during the site inspections. These facilities should be monitored closely during subsequent audits. One facility reported a problem with the sanitary sewer system that should be investigated.

Table 1 - REU Summary Based on Water Use

A		B		C		D		E		F		G		H	
Name Of Business	Street Address	Service Address	Classification	Water Usage (1000 gal)	Average GPD	2018 REU	Current REU	Difference							
Datapack Corp	1000 Austin Ct	1000 Austin Ct	Office/Warehouse	529	729	3.04	12.07	-9.03							
Hatch Stamping	1051 Austin Ct	1051 Austin Ct	Factory	43	59	1.00	5.46	-2.53							
CPB Crane & Service	1194 Austin Ct	1194 Austin Ct	Warehouse	338	466	1.94	6.62	-5.62							
Takata 2	1199 Austin Ct	1199 Austin Ct	Office/Hanger	120	165	1.00	1.24	-10.42							
Construction Helicopters	3679 Bowen Rd	1600 Brewer Rd	Office Building	50	69	1.00	4.5	-3.50							
Rex Materials	1600 Brewer Rd	1600 Brewer Rd	Convalescent Home	4749	6541	27.26	44	-16.74							
Trilogy #2509 Howell Mf	1500 Byron Rd	1500 Byron Rd	Church	122	168	1.00	1	0.00							
Kingdom Hill Of Jehovah's Witnesses	1694 Byron Rd	1694 Byron Rd	Warehouse	2	3	1.00	1	0.00							
Btc Investments Llc	3280 County Airport Drive	3280 County Airport Drive	Office Building	34	47	1.00	35	-34.00							
Livingston County Airport	3399 County Airport Drive	3399 County Airport Drive	Warehouse	69	95	1.00	2	-1.00							
Hawk Hollow Farms Llc	3420 County Airport Drive	3420 County Airport Drive	Factory	98	135	1.00	33.86	-32.86							
Hatch Stamping Co, Llc	1044 Durant Dr	1045 Durant Dr	Factory	1016	1399	5.83	41.5	-35.67							
Michigan Automatic Turning	1045 Durant Dr	1200 Durant Dr	Factory	547	753	3.14	5	-1.86							
DMI Automotive	1200 Durant Dr	1400 Durant Dr	Warehouse	680	937	3.90	22.6	-18.70							
Carcoustics Usa, Inc**	1400 Durant Dr	1500 Durant Dr	Warehouse	3	4	1.00	6	-5.00							
Export Corporation	1500 Durant Dr	1500 Durant Dr	Retail Store	1	1	1.00	1	0.00							
Powder Keg Gun Shop Inc	195 E Highland Rd	195 E Highland Rd	Veterinary Facilities with Kennel	103	142	1.00	1	0.00							
Howell Animal Hospital	215 E Highland Rd	215 E Highland Rd	Fraternl Organization	247	340	1.42	0	1.42							
Operating Engineers Local 324	275 E Highland Rd	275 E Highland Rd	Service Station - with mini-mart	575	792	3.30	2	1.30							
Mugg & Bopp's #9	433 E Highland Rd	433 E Highland Rd	Retail Store	46	63	1.00	1	0.00							
Ferrell Gas	645 E Highland Rd	645 E Highland Rd	Factory	167	230	1.00	7.45	-6.45							
Ultra Aluminum	2123 Grand Commerce Dr	2123 Grand Commerce Dr	Factory	1889	2602	10.84	31.29	-20.45							
Ultra Aluminum	2124 Grand Commerce Dr	2124 Grand Commerce Dr	Factory	2346	3231	13.46	17.11	-3.65							
Tribar Manufacturing	2211 Grand Commerce Dr	2211 Grand Commerce Dr	Factory	97	134	1.00	3.1	-2.10							
Tribar Manufacturing	2212 Grand Commerce Dr	2234 Grand Commerce Dr	Factory	128	176	1.00	6	-5.00							
Laver Properties	1684 Hydraulic Dr	1684 Hydraulic Dr	Factory	133	211	1.00	4	-3.00							
Midwest Industrial Services	1702 Hydraulic Dr	1702 Hydraulic Dr	Warehouse	54	74	1.00	1.5	-0.50							
Industrial Resin	1880 Hydraulic Dr	1880 Hydraulic Dr	Warehouse	20	28	1.00	3.4	-2.40							
Hydraulic Investments, Llc	1892 Hydraulic Dr	1892 Hydraulic Dr	Vacant	0	0	1.00	6.65	-5.65							
Thomson Plastics	4100 Lambert Dr	4100 Lambert Dr	Warehouse	4	6	1.00	3.46	-2.46							
Sga Hotels Llc	4120 Lambert Dr	4120 Lambert Dr	Hotel	5169	7120	29.67	30	-0.33							
Tanger Outlet Center	1475 N Burkhardt # A Rd	1475 N Burkhardt # A Rd	Retail Store	1203	1657	6.90	-	-							
Tanger Outlet Center	1475 N Burkhardt # B Rd	1475 N Burkhardt # B Rd	Retail Store	337	464	1.93	-	-							
Tanger Outlet Center	1475 N Burkhardt # C Rd	1475 N Burkhardt # C Rd	Retail Store	1182	1628	6.78	-	-							
Tanger Outlet Center	1475 N Burkhardt # D Rd	1475 N Burkhardt # D Rd	Retail Store	348	479	2.00	-	-							
Tanger Outlet Center	1475 N Burkhardt # E Rd	1475 N Burkhardt # E Rd N	Retail Store	184	253	1.06	-	-							
Tanger Outlet Center	1475 N Burkhardt # F Rd	1475 N Burkhardt # F Rd	Retail Store	1058	1457	6.07	-	-							
Tanger Outlet Center	1475 N Burkhardt # G Rd	1475 N Burkhardt # G Rd	Retail Store	765	1054	4.39	-	-							
Tanger Outlet Center	1475 N Burkhardt # H Rd	1475 N Burkhardt # H Rd	Retail Store	615	847	3.53	-	-							
Tanger Outlet Center	1475 N Burkhardt # I Rd	1475 N Burkhardt # I Rd	Retail Store	505	696	2.90	-	-							
Tanger Outlet Center	1475 N Burkhardt # J Rd	1475 N Burkhardt # J Rd	Retail Store	0	0	1.00	-	-							
Total Tanger Outlet Center	1475 N Burkhardt # K Rd	1475 N Burkhardt # K Rd	Retail Store	6197	8536	36.57	66.6	-30.03							
Heart Of The Shepherd Church	228 N Burkhardt Rd	228 N Burkhardt Rd	Church	369	508	2.12	6.23	-4.11							
Mcdonalds Of Burkhardt Road	1360 N Burkhardt Rd	1360 N Burkhardt Rd	Restaurant (Fast Food)	1440	1983	8.26	19.8	-11.54							
Markham Properties Ii Llc	1382 N Burkhardt Rd	1382 N Burkhardt Rd	Restaurant (Service Station/Car Wash	1015	1398	5.83	19.8	-13.97							
Leo's Coney Island	1382 N Burkhardt Rd	1382 N Burkhardt Rd	Restaurant (Meals w/ Service & Dishes)	837	1153	4.80	11.44	-6.64							
Crawford Bros Inc	1385 N Burkhardt Rd	1385 N Burkhardt Rd	Restaurant (Fast Food)	741	1021	4.25	5.6	-1.35							
Holiday Inn Express	1397 N Burkhardt Rd	1397 N Burkhardt Rd	Hotel	3847	5299	22.08	20	2.08							
Armor Protective Packaging	1551 N Burkhardt Rd	1551 N Burkhardt Rd	Factory	645	888	3.70	4.4	-0.70							
Castaway Cafe	1800 N Burkhardt Rd	1800 N Burkhardt Rd	Restaurant	993	1368	5.70	3.9	1.80							
Burk Properties Llc	2000 N Burkhardt Rd	2000 N Burkhardt Rd	Vacant Lot	0	0	1.00	1.34	-0.34							
Quality Care Of Howell	2820 N Burkhardt Rd	2820 N Burkhardt Rd	Convalescent Home	739	1018	4.24	10.5	-6.26							

Table 1 - REU Summary Based on Water Use

A		B		C		D		E		F		G		H	
Name Of Business	Street Address	Service Address	Classification	Water Usage (1000 gal)	Average GPD	2018 REU	Current REU	Difference							
First Apostolic Lutheran Church	2970 Oak Grove Rd	2970 Oak Grove Rd	Church	159	219	1.00	14	-13.00							
Livingston County Cmth Authority	3485 Oak Grove Rd	3485 Oak Grove Rd	Public Institution	302	416	1.73	1	0.73							
Universal Pump Company	1006 Packard Dr	1006 Packard Dr	Retail Store	36	50	1.00	3	-2.00							
Michigan Tool & Gauge	1010 Packard Dr	1010 Packard Dr	Factory	40	55	1.00	5	-4.00							
D.L. Packard Properties Llc	1027 Packard Dr	1027 Packard Dr	Office Building	12	17	1.00	1.5	-0.50							
Hatch Stamping	1055 Packard Dr	1055 Packard Dr	Warehouse	175	241	1.00	5	-4.00							
S Group Automotive	1063 Packard Dr	1063 Packard Dr	Factory	15	21	1.00	1.64	-0.64							
Livingston M-TEC	1240 Packard Dr	1240 Packard Dr	School	769	1059	4.41	10.5	-6.09							
Trans West Industrial Warehouse	1300 Packard Dr	1300 Packard Dr	Warehouse	0	0	1.00	2.4	-1.40							
La Londe, Joan L.	3965 Parsons Rd	3965 Parsons Rd	Single Family Residence/ Pet Care	101	139	1.00	2.75	-1.75							
Ern-Tek ll, llc	3970 Parsons Rd	3970 Parsons Rd	Factory	1807	2489	10.37	24.67	-14.30							
Livingston County Ems	1911 Tooley	1911 Tooley	Public Institution	493	679	2.83	4.3	-1.47							
Parker's Propane	3985 Tower	3985 Tower	Retail Store	62	85	1.00	1	0.00							
Booze Barn, llc	3813 Tractor Dr	3813 Tractor Dr	Retail Store	69	95	1.00	1.6	-0.60							
D & G Equipment	3915 Tractor Dr	3915 Tractor Dr	Store/Office	667	919	3.83	1	2.83							
Halm Christian & Pri	2130 W Grand River Ave	2130 W Grand River Ave	Single Family Residence	33	45	1.00	1	0.00							
Mcdonalds*	2205 W Grand River Ave	2205 W Grand River Ave	Quick Serve Restaurant	745	1026	4.28	6	-1.72							
Diversified Machine, Inc. 2	2280 W Grand River Ave	2280 W Grand River Ave	Factory	4139	5701	23.75	46	-22.25							
Myers Automotive	2339 W Grand River Ave	2339 W Grand River Ave	Auto Repair	111	153	1.00	1.5	-0.50							
Vg's Quick Stop	2392 W Grand River Ave	2392 W Grand River Ave	Service Station - with mini-mart	87	120	1.00	1.5	-0.50							
Vg's**	2400 W Grand River Ave	2400 W Grand River Ave	Grocery Store	1350	1860	7.75	0	7.75							
Bank One (863599)	2410 W Grand River Ave	2410 W Grand River Ave	Bank	271	373	1.56	1	0.56							
Howell Powersports	2445 W Grand River Ave	2445 W Grand River Ave	Store	47	65	1.00	1	0.00							
Vancouver Management, Inc	2452 W Grand River Ave	2452 W Grand River Ave	Retail Store	234	322	1.34	2	-0.66							
Prince Of Peace Lutheran Chrch	2515 W Grand River Ave	2515 W Grand River Ave	Church	21	29	1.00	1	0.00							
Grand River Dental Clinic	2700 W Grand River Ave	2700 W Grand River Ave	Clinic	253	348	1.45	1	0.45							
Bobenal Investments	2790 W Grand River Ave	2790 W Grand River Ave	Doctor's Office	92	127	1.00	2	-1.00							
LACASA	2895 W Grand River Ave	2895 W Grand River Ave	Convallescent Home	543	748	3.12	44	-40.88							
Medilodge Of Livingston*	3003 W Grand River Ave	3003 W Grand River Ave	Convallescent Home	5536	7625	31.77	38	-6.23							
Tomato Brothers	3030 W Grand River Ave	3030 W Grand River Ave	Conventional Restaurant	3591	4946	20.61	20	0.61							
American Legion	3265 W Grand River Ave	3265 W Grand River Ave	Fraternal Organization w/ rentals	332	457	1.91	2	-0.09							
A&F Wood Products	3333 W Grand River Ave	3333 W Grand River Ave	Factory	86	118	1.00	17	-16.00							
Ditch Witch Sales	3401 W Grand River Ave	3401 W Grand River Ave	Office/Maintenance/Warehouse	829	1142	4.76	3.45	1.31							
Rooto Corporation	3505 W Grand River Ave	3505 W Grand River Ave	Factory	243	335	1.39	3	-1.61							
North Star Ranch, Inc	3585 W Grand River Ave	3585 W Grand River Ave	Office Building	93	128	1.00	2.48	-1.48							
Schumacher, Troy & Rebecca	3590 W Grand River Ave	3590 W Grand River Ave	Single Family Residence	20	28	1.00	1	0.00							
Reliable Fleet Services, Inc	3600 W Grand River Ave	3600 W Grand River Ave	House/Auto Repair	100	138	1.00	1.5	-0.50							
Smullen International Towing	3680 W Grand River Ave	3680 W Grand River Ave	Retail Store	87	120	1.00	1	0.00							
Antolin Interiors, Usa	3705 W Grand River Ave	3705 W Grand River Ave	Factory	10900	15014	62.56	93.47	-30.91							
Bwg Aviation, llc	3800 W Grand River Ave	3800 W Grand River Ave	Warehouse (Hangar)	130	179	1.00	2.44	-1.44							
Livingston Aviation llc	3808 W Grand River Ave	3808 W Grand River Ave	Office/Motor Freight Terminal	51	70	1.00	1.47	-0.47							
Livingston Storage Depot	3835 W Grand River Ave	3835 W Grand River Ave	Storage Facility	10	14	1.00	1	0.00							
Display Max	3845 W Grand River Ave	3845 W Grand River Ave	Warehouse	32	44	1.00	1	0.00							
Intermodal Facility, L.C.	3950 W Grand River Ave	3950 W Grand River Ave	Office/Garage	358	493	2.05	4.2	-2.15							
Wrangler's Saloon	4020 W Grand River Ave	4020 W Grand River Ave	Bar	252	347	1.45	2.2	-0.75							
Old Glory Auto Wash	4120 W Grand River Ave	4120 W Grand River Ave	Car Wash	3266	4499	18.74	27	-8.26							
Anytime Fitness	980 W Highland Rd	980 W Highland Rd	Country Clubs & Athletic Clubs	753	1037	4.32	1	3.32							
Level Eleven Physical Therapy	1030 W Highland Rd	1030 W Highland Rd	Physical Therapy Center	22	30	1.00	1	0.00							
Greenstone Farm Credit Services	1040 W Highland Rd	1040 W Highland Rd	Office Building	14	19	1.00	1	0.00							
Highland Ridge Center, llc	1070 W Highland Rd	1070 W Highland Rd	Strip Mall	24	33	1.00	1	0.00							

Table 1 - REU Summary Based on Water Use

A	B	C	D	E	F	G	H	
Name Of Business	Street Address	Service Address	Classification	Water Usage (1000 gal)	Average GPD	2018 REU	Current REU	Difference
Idealco Of Michigan	1370 W Highland Rd	1370 W Highland Rd	Storage Facility	12	17	1.00	1	0.00
Lake Trust Credit Union	1700 W Highland Rd	1700 W Highland Rd	Bank	120	165	1.00	1	0.00
Regal Recycling	2440 W Highland Rd	2440 W Highland Rd	Warehouse	2357	3247	13.53	65.45	-51.92
7-11	3100 W Highland Rd	3100 W Highland Rd	Quick Serve Restaurant/Service Station	303	417	1.74	8	-6.26

*Indicates violations were found

**Indicates a facility of concern

Increased REUs

Table 2 - REU Summary Based on Equivalent User Table

A	B	C	Office Space, Square Feet	Square Footage	Unit Factor	Office Factor	Office REU	2018 REUs	E	F
Precise Finishing System	1650 N Burkhardt Rd	Factory	1755	20400	0.13	0.14	0.2457	2.90	11.00	-8.10
Livingston Antique Outlet	1825 N Burkhardt Rd	Warehouse	0	32800	0.05	0.14	0	1.64	1.00	0.64
Smith-Douglas & Associates	2168 N Burkhardt Rd	Residence	960	0	1.00	0.14	0.1344	1.00	1.00	0.00
Burkhardt Road Properties	2200 N Burkhardt Rd	Auto Dealer	876	4416	0.20	0.14	0.12264	1.00	1.00	0.00
Emergency Radio Service	3750 Tower Dr	Warehouse	1300	14700	0.05	0.14	0.182	2.00	2.00	0.00
Industrial Resin Recycling, Inc.	3280 W Grand River Ave	Retail Store/Auto Repair	0	17487	0.20	0.14	0	3.50	9.00	-5.50
Airservise Enterprise, Inc.	3380 W Grand River Ave	Body Shop (Airplanes)	0	6400	0.20	0.14	0	1.28	1.00	0.28
County Aviation	3540 W Grand River Ave	Warehouse	5000	13000	0.05	0.14	0.7	1.35	4.45	-3.10
Little Texan Llc	3570 W Grand River Ave	Warehouse	1700	6800	0.05	0.14	0.238	1.00	1.00	0.00
Grand Oaks Repair	2373/2375 W Grand River Ave	Auto Repair	0	7960	0.20	0.14	0	1.80	1.80	0.00
Dan's Pc Solutions	3480 W Grand River Ave	Retail Store	0	1600	0.20	0.14	0	1.00	1.00	0.00
R&A Tools	3751/3573 W Grand River Ave	Auto Repair (Tool)	0	2880	0.20	0.14	0	1.00	1.00	0.00
Last Chance Rescue Llc	2800 W Highland Rd	Kennel	2376	1512	1.50	0.14	0.33264	2.60	2.00	0.60

AGENDA ITEM

9C

Howell Township Clerk

From: legislation <legislation@michigantownships.org>
Sent: Tuesday, March 19, 2019 9:36 AM
To: Michelle Hart
Subject: MTA Board of Directors requests action by your board
Attachments: nonpartisan issues attachment.pdf; nonpartisan resolution attachment.pdf

Importance: High

Follow Up Flag: Follow up
Due By: Tuesday, April 2, 2019 1:00 PM
Flag Status: Flagged



MICHIGAN TOWNSHIPS ASSOCIATION

To: Michigan Townships Association Member Boards
From: Larry Merrill, MTA Executive Director
Date: March 19, 2019
Re: Option for Nonpartisan Township Offices

The Michigan Townships Association Board of Directors requests action by your township board on the attached resolution regarding a time-sensitive legislative policy issue.

Over the years, township officials have suggested to MTA that elective Michigan township offices should be nonpartisan. Consistent with long-standing policy and bylaws, the Michigan Townships Association Board of Directors put the question before the membership at the MTA Annual Meeting in 2012, where it was voted down by the MTA membership in attendance. However, a state representative intends to introduce and actively promote legislation to make nonpartisan township offices *optional* to townships. As an option rather than a mandate, the bill creates a policy dilemma for MTA between continued policy guidance on the question based on the 2012 Annual Meeting vote that did not address a nonpartisan option, and MTA's core value supporting the principle of local control. Also, a considerable period of time has lapsed since the membership voted to oppose nonpartisan elections and arguably the perspective of township officials may be different now.

MTA will need take a position on the optional nonpartisan election bill in the near future, even if that position is neutral. Because the MTA board has already finalized and provided notice to the membership of the proposed 2019 Policy Platform, the upcoming Annual Meeting is not conducive to ascertaining how the broadest spectrum of MTA member boards and their communities would value the opportunity to hold nonpartisan township elections.

To ascertain perspectives of the MTA membership, the MTA Board of Directors is asking *member township boards* to put this issue on the agenda to discuss and take a position at a township board meeting. The MTA board is taking this unusual step with the hope that the issue be framed in terms of a position that best reflects the values of townships as communities as opposed to what is in the best political interest of incumbent officials.

MTA is requesting that township clerks forward this memo to all members of their township boards and that if there is interest among the board to indicate a policy preference, to discuss the issue in the same manner that the board

considers other pertinent issues, take a vote on the attached resolution, and **return the resolution to MTA by April 30, 2019**. The MTA bylaws do not allow this method of reaching out to members to be binding on the board of directors or staff in directing the association's legislative policies, but the association will take the input it receives seriously.

To assist your board in its discussions, a table is attached listing the pros and cons of partisan and nonpartisan elections that have been expressed to MTA, as well as the perceptions of MTA leaders. The list may not be all-inclusive and is not intended to influence whatever position your board may take.

As always, thank you for your time, thoughtful review and anticipated response on this matter.

Issue: Should Michigan townships have the option of holding township board member elections on the nonpartisan ballot?

Arguments <u>Supporting</u> Optional Nonpartisan Township Elections	Arguments <u>Opposing</u> Optional Nonpartisan Township Elections
Township elective offices in some other states are nonpartisan.	Partisan elections are inherent in the culture and traditions of Michigan township government.
Nonpartisan offices are an option available to cities as a charter provision.	Cities have home rule; townships and counties are statutory governments.
Township officials should be elected on merit, not party affiliation.	Party affiliations help voters know a candidate's values.
As some communities become more politically polarized, party affiliation disadvantages candidates who identify with community's minority party.	Township board composition should change as electors' expectations and ideologies change.
Township issues seldom align with political party ideologies.	Township boards decisions can reflect an expansive or a limited role of government consistent with party ideologies.
Veteran township officials are at risk of losing elections as their communities shift political party alignments.	Township boards should change as their electors change. It is not MTA's role to defend incumbents.
Partisanship has compromised the effectiveness of state and national legislatures. Townships should be allowed to insulate themselves from partisan divisiveness.	Partisan local elections are instructive to voters as to how state and national partisan elections work.
The preponderance of township officials of a certain party compromises MTA's influence with lawmakers of the other party.	Partisan identification strengthens MTA's political clout by leveraging party influence on public policy.
A potential solution to "voter fatigue" would be to move township elections to the gubernatorial elections, but there is no assurance that the legislation will accomplish this.	Because the nonpartisan section is at the bottom of a long ballot, "voter fatigue" results in fewer votes in the nonpartisan section of the ballot. There is no assurance that township elections will move away from presidential elections.

Resolution 4.19.16

At a meeting of the _____ Township Board, the following resolution was offered by (office, name) _____ and supported by (office, name) _____:

Be it resolved, that the township board is on record in ___ support ___ opposition to legislation that would allow township boards the option to have its elected offices appear as nonpartisan on the ballot. The reason(s) for the board's position is/are as follows: (if desired, elaborate with the basis for the board's position):

Roll call vote (please provide names of voting board members):

Supervisor	_____	___yes	___no
Clerk	_____	___yes	___no
Treasurer	_____	___yes	___no
Trustee	_____	___yes	___no
Trustee	_____	___yes	___no
Trustee	_____	___yes	___no
Trustee	_____	___yes	___no

The motion was declared ___ adopted ___ not adopted.

Clerk's certification

I hereby certify that the forgoing is a true statement of an action taken by the _____ Township Board at an official meeting of said board on (date) _____.

Clerk's signature

Date

Township Clerk: Please complete after township board action and return to MTA by April 30, 2019 by mail: Michigan Townships Association, 512 Westshire Drive, Lansing, MI 48917; or fax to 517-321-8908; or email a PDF copy to legislation@michigantownships.org.

AGENDA ITEM

9D

Howell Township
Property Committee Meeting:
April 2, 2019
9:30 -10:30 am

Attending: Jean Graham, Jeff Smith, Jonathan Hohenstein

Purchase Agreement:

Offers on Township property have been submitted not using the Township purchase agreement. Upon discussions with the Township attorney several sections of our purchase agreement needed to be updated. Attached is the current draft agreement which is still a work in progress. Once all corrections are completed this agreement will be supplied to the Township realtor to be used going forward.

Farm Lease Agreement:

I have been working on getting the 2020 farm leases ready to accept bids. Attorney review of our farm lease agreement brought up some issues that needed to be resolved. Attached is the current draft agreement. All updates are needed before April 18th, when the sealed bids will be opened in a meeting open to the public.

3150 Crandall Rd.:

Board approved counter offer including pay-off of assessments. Purchaser agreed to Board's offer. Resolution will come to the Board and the documents will be signed to start the purchaser's 45 day contingency period.

Respectfully submitted,
Jonathan Hohenstein

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT ("Agreement") is made _____, 2019, by and between _____ ("Purchaser") and Howell Township, of 3525 Byron Rd, Howell, MI 48855 ("Seller") as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase vacant land located in Howell Township, Livingston County, Michigan (the "Land"), which Land was acquired by Seller in a tax foreclosure sale pursuant to the Michigan General Property Tax Law.

AGREEMENT

NOW, THEREFORE, IN CONSIDERATION OF THE MUTUAL COVENANTS AND CONDITIONS SET FORTH HEREIN THE PARTIES AGREE AS FOLLOWS:

1. Land. Seller agrees to sell and Purchaser agrees to purchase vacant Land located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. _____, legally described on Exhibit "A".
2. Purchase Price. The Purchase Price shall be _____ Dollars (\$ _____), paid in cash in United States currency or its equivalent at closing.
3. Deposit. Purchaser hereby tenders to Seller a good faith deposit in the amount of _____ Dollars (\$ _____), to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise be provided in this Agreement.
4. Payment of Property Taxes. Property taxes for the year of Closing shall be pro-rated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing.
5. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than ninety (90) days following the date of this Agreement.
6. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser a Quit Claim Deed conveying to Purchaser only such title to the Land as is held by Seller, executed and acknowledged by Seller in recordable form. Seller does not warrant title to the Land, but only conveys such interest in the Land as Seller acquired at a tax foreclosure sale. Purchaser understands that it bears the risk of title and must bear all costs that may be necessary or convenient to establish title to the Land.
7. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price and such other documents, including a signed Closing Statement, as are necessary and appropriate for the consummation of this transaction by Purchaser.
8. Closing Costs. Purchaser shall pay for all costs of the Closing, including (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, if any (iii) any Closing fee charged by the title company in connection with this transaction, (iv) any special assessments (water, sewer or otherwise) that currently are due at the

time this Agreement is executed, and (v) any and all other regular and customary costs and expenses related to the Land shall also be paid by Purchaser on the date of Closing.

9. Title. Purchaser may at its own expense order a commitment for an owner's policy of title insurance (the "Title Policy") within ten (10) days of the date of this Agreement. If Purchaser is not satisfied with the title to Land as shown by the Title Policy, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections to title to the Land.

10. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order, at its own expense, a new ALTA survey (the "Survey") of the Land, showing the legal description of the Land, any boundary encroachments that may impact the Land, all easements affecting the Land and such other matters desired by Purchaser. If Purchaser is not satisfied with the Land as shown by the Survey, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Survey.

11. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Purchaser is not satisfied with the Land as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.

12. Representations of Seller. Seller hereby represents to Purchaser that to the best of Seller's knowledge, as of the date hereof and on the date of Closing, but without additional investigation by Seller:

A. Seller has the right, power and authority to enter into this Agreement and to sell the Land in accordance with the terms hereof, and Seller has granted no option or right of first refusal to any other person or entity to purchase the Land and has not entered into any contract to sell the Land as of the date of the Agreement. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Seller are and shall be duly authorized to sign the same on Seller's behalf and to bind Seller thereto.

B. Except as set forth in the Site Investigation Reports, Seller has not received any notice of, and has no knowledge of, existing violations on the Land or any portion thereof of any zoning, building, fire, health, pollution, environmental protection, hazardous or toxic substance or waste disposal law or ordinance.

C. Seller will convey the Land to Purchaser pursuant to the Quit Claim Deed.

D. All prior due general real estate related property taxes and assessments shall have been paid when due.

E. There is no litigation, proceeding or investigation pending or, to Seller's knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could

have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

F. Seller is not a "foreign person" as that term is defined in section 1445 of the Internal Revenue Code of 1986, as amended.

G. Except as set forth in the Site Investigation Reports, the Land and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"), limited only to within the time-frame from when the seller acquired the interest being conveyed and the closing of the Land to the Purchaser.

H. With the exception of the documents provided to the Purchaser, there are no reports, studies, appraisals, engineering reports, correspondence, agreements with governmental authorities, wetland studies or reports, flood plain studies or reports and/or other written information related to the Land of which Seller is aware or that are in Seller's possession or control.

13. Representations of Purchaser. Purchaser hereby represents to Seller, which representations and warranties shall survive Closing, that as of the date hereof, and on the date of Closing:

A. Purchaser has the full power and authority to execute, deliver and perform this Agreement and all of Purchaser's obligations under this Agreement; and

B. The individuals signing this Agreement and all other documents executed or to be executed pursuant hereto on behalf of Purchaser are and shall be duly authorized to sign the same on Purchaser's behalf and to bind Purchaser thereto.

14. Default and Remedies.

A. Purchaser's Default; Seller's Remedy. If the Purchaser fails to close on the purchase of the Land, Seller may, as its sole and exclusive remedy terminate this Agreement by giving an appropriate Notice of Default as provided below. Upon termination, Seller may retain any deposit paid by Purchaser to Seller, except as otherwise provided in this Agreement.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, or provide any material document or information required to be provided by Seller, then Purchaser shall be entitled to (i) terminate this Agreement, and (ii) seek return of the deposit.

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 30 days to cure the alleged default.

15. Sale and Assignment of Agreement. Neither party may assign its rights or delegate its obligations under this Agreement without the consent of the other party, which consent may be withheld in such other party's sole discretion.

16. Right to Split Land. The Land may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right

to farm act. The Seller grants to the Purchaser the right to make ____ division(s) under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the Seller; if all of the parent tract is conveyed, then all division rights are granted.) No number or will shall be inserted on the line before divisions and has been intentionally left blank.

17. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Land that will come due for payment in the future and that are in the principal amount of \$_____, exclusive of interest. Purchaser agrees to pay said Special Assessments in full as they come due. Purchaser unconditionally guarantees to Seller the current and timely payment of the Special Assessments, plus any interest that accumulates during repayment, until the Special Assessments are paid in full. Purchaser's personal guarantee shall bind Purchaser and its successors and assigns. Purchaser shall also provide an irrevocable Letter of Credit acceptable to Seller in the principal amount of \$_____ as security for the timely payment of the Special Assessments as they come due. Seller shall have the right to draw against the Letter of Credit and to pursue any remedies necessary directly against Purchaser and its successors and assigns to obtain timely payment of the Special Assessments, including any interest, fees or penalties that may accrue due to the Special Assessments becoming delinquent. Purchaser's guarantee of the Special Assessments and Letter of Credit shall not be required if Purchaser pays the entire principal amount of the future Special Assessments at the time of closing, plus interest calculated to the date of closing.

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

B. This Agreement shall be governed by and construed under the laws of the state of Michigan.

C. This Agreement supersedes all prior discussions and agreements between Seller and Purchaser with respect to the conveyance of the Land and all other matters contained herein and constitutes the sole and entire agreement between Seller and Purchaser with respect thereto. This Agreement may not be modified or amended unless such amendment is set forth in writing and signed by both Seller and Purchaser.

D. All notices, payments, demands or requests required or permitted to be given pursuant to this Agreement shall be in writing and shall be deemed to have been properly given or served effective on the second (2nd) business day after being deposited in the United States mail, postpaid and registered or certified with return receipt requested; or when sent by private courier service for same-day delivery or one day after being sent by private courier service for next-day delivery. Notices shall be sent to the respective addresses set forth below:

To Seller:

Howell Township
Attention: Carolyn Eaton, Clerk
3525 Byron Rd
Howell, MI 48855

To Purchaser:

With a copy to:

E. This Agreement shall inure to the benefit of and bind the parties hereto and their respective heirs, legal representatives, successors and permitted assigns.

F. Purchaser shall be responsible for any compensation owing to any broker or consultant that they created in connection with the transaction contemplated by this Agreement and agrees to indemnify and hold the Seller harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the Seller shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.

G. This Land is subject to a lease, which includes the use for agricultural purposes. The lessee of the Land (not a third-beneficiary of this Agreement with no right to bring any claim under the terms of this Agreement) has planted a crop on the Land. The Closing Date will be scheduled no sooner than after the existing crop has been harvested, or if the Closing Date is prior to the harvest, the Purchaser must pay any damages or costs of Seller to compensate the lessee for any lost crop due to the sale of the Land through a credit to the Seller and debit to the Buyer at the Closing for approximately \$_____. The actual compensation will be determined at Closing, but cannot increase by more than 10% than the stated amount provided in this Paragraph.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement under seal as of the date first above written.

SELLER: HOWELL TOWNSHIP

By: _____

Its: _____

PURCHASER:

By: _____

Its: _____

EXHIBIT A

Legal Description of Land:

A parcel of land situated in Howell Township, Livingston County, Michigan containing approximately _____ acres, legally described as follows:

HOWELL TOWNSHIP FARMLAND LEASE AGREEMENT

This Farmland Lease Agreement "Lease" is entered into this ___ day of _____, 20___, between Howell Township, hereafter known as "the landlord," and _____, hereafter known as "the tenant" collectively known as the "Parties".

The Parties to this Lease agree to the following provisions:

Property Description

The landlord hereby leases to the tenant, to occupy and use for agriculture and related purposes only, the following described real estate:

(the "Property") consisting of approximately _____ total acres of which approximately _____ are tillable cropland acres situated in Howell Township, Livingston County state of Michigan with all improvements thereon except as follows:

- 1) Use of all buildings and/or structures and land on which they are located are not included in this lease.

Term

The provisions of this agreement shall be in effect for 5 years, commencing on the _____ day of _____, 20___. This lease shall continue in effect from year to year thereafter unless written notice of termination is given by either party to the other at least 30 days prior to expiration of this lease or the end of any year of continuation.

Amendments and Alterations

Amendments and alterations of this lease shall be in writing and shall be signed by both the landlord and tenant.

Transfer of Property; Assignment by Landlord

Landlord shall have the right to transfer and assign, in whole or in part, all its rights and obligations hereunder, in the Property, and in such event and upon such transfer no further liability or obligation shall thereafter accrue against Landlord hereunder. If the landlord should sell or otherwise transfer title to the farm, such action will be done subject to the provisions of this lease. (See Lease Termination.)

Right of Entry

The landlord, as well as agents and employees of the landlord, reserve the right to enter the farm at any reasonable time to (a) consult with the tenant; (b) make repairs, improvements, and inspections; (c) (after notice of termination of the lease is given) do tilling, seeding, fertilizing, and any other customary seasonal work; and/or (d) to show or market the property for sale (including any potential purchaser's due diligence process), none of which is to interfere with the tenant in carrying out regular operations, including but not limited to damaging crops, without proper compensation.

No Right to Sublease

The landlord does not convey to the tenant the right to lease or sublet any part of the farm or to assign the lease to any person or persons whomsoever.

Binding on Heirs

The provisions of this lease shall be binding upon the heirs, executors, administrators, and successors of both landlord and tenant in like manner as upon the original parties, except as provided by mutual written agreement.

Non-Partnership

This lease does not give rise to a partnership. Neither party shall have the authority to bind the other without written consent. Neither party shall be liable for debts or obligations incurred by the other without written consent.

Rent

The tenant agrees to pay to landlord annual cash rent for the above-described property as follows:

The annual cash rent shall be the sum \$_____ "Rent" per year which represents \$_____ per acre of cropland. Rent shall be paid each year due December 1 of that year.

Land Use

The tenant further agrees to perform and carry out the following:

- 1) To cultivate the Property faithfully and in a timely, thorough, and businesslike manner;
- 2) To inoculate all alfalfa and soybean seed sown on Property not known to be thoroughly inoculated for the crop planted;

- 3) To prevent noxious weeds from growing on the Property and to destroy the same and keep the weeds and grass cut;
- 4) To haul and spread all manure on appropriate fields at time and in quantities consistent with environmental protection requirements;
- 5) To keep the ditches, tile drains, tile outlets, grass waterways, and terraces in good repair;
- 6) To preserve established watercourses or ditches and to refrain from any operations that could injure them;
- 7) To keep the fences (including hedges), and other improvements in good repair and condition as they were when tenant took possession;
- 8) To take proper care of all trees, vines, and shrubs, and to prevent injury to the same;
- 9) To keep farmstead neat and orderly;
- 10) To prevent all unnecessary waste, or loss, or damage to the Property and personal property of the landlord;
- 11) To comply with all local and state pollution control and environmental protection requirements, and to implement soil erosion control practices that comply with the soil loss standards mandated by the state or any local agency.

Tenant's Expenses

Tenant agrees to pay the items of expense listed below:

- 1) All the machinery, equipment, labor, fuel and power necessary to farm the Property;
- 2) The hauling of all materials which the tenant furnishes for making repairs and minor improvements to the Property, and the performance of labor required for such repair and improvement;
- 3) All seed, inoculation, disease-treatment materials and fertilizers.

Government Programs

The extent of participation in government programs will be discussed and decided on an annual basis. The course of action agreed upon shall be placed in writing and be signed by both parties. A copy of the course of action so agreed upon shall be made available to each party.

Insurance

For the Term of the Lease, tenant shall maintain insurance with a carrier acceptable to the landlord, insuring tenant while farming the Property for the following types and in stated minimum amounts:

Crop Insurance: N/A

Liability Insurance: \$1,000,000 per person; \$1,000,000 per occurrence

Property Damage: \$50,000 per occurrence

Workers Compensation: Full statutory limits

Addition of Improvements

Tenant further agrees not to:

- 1) Erect or permit to be erected on the farm any non-removable structure or building;
- 2) Incur any expense to the landlord for such purposes; or
- 3) Add electrical wiring, plumbing, or heating to any building without written consent of the landlord.

Restrictions

The tenant further agrees, unless prior written consent of the landlord has been obtained:

- 1) Not to permit, encourage, or invite hunting on the Property;
- 2) Not to assign this Lease to any other person or persons or sublet any part of the Property herein leased;
- 3) Not to permit, encourage, or invite other persons to use any part or all of this Property for any purpose or activity not directly related to tenant's use for agricultural production;
- 4) Not to plow permanent pasture or meadowland;
- 5) Not to allow any stock on any tillable land except by annual agreement;
- 6) Not to burn or remove cornstalks, straw, or other crop residues grown on the Property;
- 7) Not erect or permit to be erected any commercial advertising signs on the Property.

Damage

When leaving the farm, tenant agrees to pay the landlord reasonable compensation for any damages to the farm for which the tenant is responsible. Any decrease in value due to ordinary wear and depreciation or damages outside the control of the tenant are expected.

Lease Termination

A. Compensation for Early Termination of Lease by Landlord.

Landlord will keep tenant informed if it appears a sale of the property is highly likely within the immediate lease term. If a sale should occur negotiations will occur that will permit tenant to harvest crops as a first option. If this is not feasible, reasonable compensation will be negotiated. If a sale occurs during the crop year the lease will be terminated not later than the end of the crop year. All crops must be harvested no later than December 1 of that year.

B. Termination Upon Default.

If either Party fails to carry out substantially the terms of this Lease in due and proper time, the Lease may be terminated by the other Party by serving written notice citing the instance(s) of default. The defaulting Party shall have ten (10) days to remedy the default. If the defaulting party cannot or chooses not to remedy the default, then the non-defaulting Party may terminate the Lease on the eleventh (11th) day from the date of such notice. Settlement shall then be made in accordance with the provisions of this Lease, the pro-rated Rent, and any amendments to this Lease.

C. Landlord's Lien.

The landlord's lien provided by law on crops grown or growing shall be the security for the Rent herein specified and for the faithful performance of the terms of the Lease. The tenant shall provide the landlord with the names of the persons to whom the tenant intends to sell crops grown on the Property at least thirty (30) days prior to the sale of such crops. A shorter period may be allowed by mutual agreement of this Lease, all cost and attorney fees of the landlord in enforcing collection or performance shall be added to and become a part of the obligations due and payable to the landlord.

Governing Law; Choice of Forum

The laws of the State of Michigan shall exclusively govern this Agreement, its construction, and the determination of any rights, duties or remedies of the parties arising out of or relating to this Agreement. The parties acknowledge that the United States District Court for the Eastern District of Michigan or the Michigan Circuit Court for the County of Livingston shall have exclusive jurisdiction over any case or controversy arising out of or relating to this Agreement and that all litigation arising out of or relating to this Agreement shall be commenced in the United States District Court for the Eastern District of Michigan or in the Livingston County (Michigan) Circuit Court.

(Signature page on the following page.)

Executed in duplicate on the date first above written:

Tenant

Landlord

Tenant's Spouse

State of: Michigan

}

County of: Livingston

On this ____ day of _____, A.D. 20____, before me, the undersigned, a Notary Public in said State, personally appeared

_____, _____,

_____ and _____ to me

known to be the identical persons named in and who executed the foregoing instrument, and acknowledged that they executed the same as their voluntary act and deed.

Notary Public

AGENDA ITEM

9E

2019 LATE BUSINESS LICENSES

907 Skechers H-120 - Tanger

918 Buczek Collision

970 Six Corners Antiques

1-042 Medilodge of Livingston

1-052 AA Gear

NEW

1-136 H & M - Tanger

1-139 Woodland Polymers

1-176 Michael Kors C - Tanger

HOWELL TOWNSHIP

BUSINESS LICENSE

2019 LATE FEES

Late Fees:

1 – 10 Days	\$30.00	January 10, 2019
11- 20 Days	\$60.00	January 20, 2019
21 – 30 Days	\$90.00	January 30, 2019
31 – 40 Days	\$120.00	February 9, 2019
41 – 50 Days	\$150.00	February 19 th is 50 days
51+ days		Possible court action - February 20, 2019

AFFIDAVIT OF MAILING

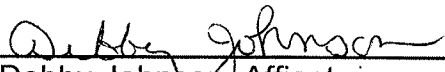
STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

Affiant, being first duly sworn, deposes and says that on the 9th
day of January, 2019 did serve a copy of the following document(s):

See Attached

upon: **HOWELL TOWNSHIP BUSINESS OWNERS:BUSINESS LICENSE VIOLATION NOTICE (list attached)**

by depositing same in the U.S. Mail, enclosed in a sealed envelope, with 1st Class Postage fully pre-paid thereon, and deposited in a U.S. Post Office receptacle, properly addressed to the above named person(s) and/or hand delivered.



Debby Johnson Affiant
Howell Township Deputy Clerk

Subscribed before me on

This 9th day of JANUARY, 2019



Jean Graham
Howell Township Clerk

2019 LATE BUSINESS LICENSES

042 – Vanguard Paint
254 – Precise Finishing
317 – Samsonite G-290 – Tanger
401 – Lansing Ophthalmology
407 –Concrete Construction
600 -7-Eleven
626 – Myers Automotive
880 – Powder Keg Gun Shop
907 – Skechers H-120 - Tanger
918 – Buczek Collision
~~964 – Starlight Supply~~
970 – SIX CORNERS
1-042 – Medilodge of Livingston
1-052-AA Gear
~~1-064 – Industrial Supply~~
1-099 – Trinity Motors
1-119 – Hydraulic Investments
1-121 – Rod Pieron Building
1-126 - Book Warehouse G-150 - Tanger
1-135 – Francesca’s B-120 – Tanger
1-140 – Mc Donald’s of Howell
1-153 – Levis – D-100 – Tanger

AFFIDAVIT OF MAILING

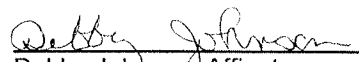
STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

Affiant, being first duly sworn, deposes and says that on the 28th
day of February, 2019 did serve a copy of the following document(s):

See Attached

upon: **HOWELL TOWNSHIP BUSINESS OWNERS:BUSINESS LICENSE
2ND VIOLATION NOTICE (list attached)**

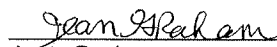
by depositing same in the U.S. Mail, enclosed in a sealed envelope, with 1st
Class Postage fully pre-paid thereon, and deposited in a U.S. Post Office
receptacle, properly addressed to the above named person(s) and/or hand
delivered.



Debby Johnson, Affiant
Howell Township Deputy Clerk

Subscribed before me on

This 28th day of FEBRUARY, 2019



Jean Graham
Howell Township Clerk

2/28/2019

2ND VIOLATION NOTICE LABELS

4706-99-000-907
SKECHERS
225 S. SEPULVEOA BLVD
MANHATTAN BEACH, CA 90266

4706-99-000-918
BUCZEK COLLISION CENTER INC
3680 W. GRAND RIVER
HOWELL, MI 48855

4706-99-000-970
SIX CORNERS ANTIQUES
5043 WARNER RD
FOWLerville, MI 48836

4706-99-001-042
MEDILODGE OF LIVINGSTON
HOWELL W P ACQUISITION GROUP LLC
3003 W. GRAND RIVER
HOWELL, MI 48843

4706-99-001-052
AA GEAR & MANUFACTURING INC
1045 DURANT DR
HOWELL, MI 48843

~~4706-99-001-119
HYDRAULIC INVESTMENTS, LLC
1894 HERON RIDGE
BLOOMFIELD, MI 48302~~

cm 2.28.19

AGENDA ITEM

11B

ROAD FUND

	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19
Beginning Fund Balance	\$1,235,898	\$797,898	\$797,898	\$797,898	\$774,898	\$774,898	\$749,898	\$749,898	\$724,898
Property Tax Revenue									
Allen Rd (Owosso-Crandall)	\$53,000								
Owosso Rd (Allen-Grand River)	\$265,000								
Fisher Rd (Oak Grove-curve)	\$70,000								
Henderson Rd (Brewer-Oak Grove)	\$50,000								
Road Chloride Expense				\$23,000		\$25,000		\$25,000	
Ending Fund Balance	\$797,898	\$797,898	\$797,898	\$774,898	\$774,898	\$749,898	\$749,898	\$724,898	\$724,898

Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
\$724,898	\$834,898	\$944,898	\$1,054,898	\$1,054,898	\$1,054,898	\$1,054,898
\$110,000	\$110,000	\$110,000				
						\$25,000
\$834,898	\$944,898	\$1,054,898	\$1,054,898	\$1,054,898	\$1,054,898	\$1,029,898

AGENDA ITEM

11D

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
P19-017	FERNCO DEVELOPMENT LTD	2440 W GRAND RIV	\$250.00
Work Description: DEMO 200 SQ FT OF THE EXISTING BUILDING, REMODEL AND ADD A NEW 3 STORY ADDITION.			

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

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P19-022	DAUS SUSAN KAY	5835 BYRON	\$50.00
Work Description: 6 FT. PRIVACY FENCE, NORTH AND WEST OF HOUSE.			
P19-020	REDNER CARL R AND NANCY	5646 FLEMING	\$50.00
Work Description: REMODELING HOME, ADDING DORMERS TO FRONT ROOF AND ADDING A DECK.			
P19-024	BUSH KELLY	5859 CRANDALL	\$20.00
Work Description: REPLACE WINDOWS AND PATIO DOOR. NO STRUCTURAL CHANGES.			
P19-018	SCHEMBRI MARK A & CHERYL	4283 INDIAN CAMP TRL	\$50.00
Work Description: REMOVING OLD DECK ON REAR OF HOME, REPLACING WITH A NEW DECK.			
P19-021	VALENZUELA DANIEL J AND	3671 WESCOTT CT	\$50.00
Work Description: INSTALLING 214 FT OF BLACK CHAIN LINK FENCE			
P19-015	HEEG ALLEN C & ROSE A	2382 BURKE	\$20.00
Work Description: REPLACING 7 WINDOWS.			
P19-016	BROCK CHARLIE HUBERT	1600 LAYTON	\$50.00
Work Description: ADDITION OF A FRONT PORCH WITH A ROOF.			
P19-019	DICKSON STAN JR	2139 W GRAND RIV	\$10.00
Work Description: REPLACE SHINGLES			

Total Permits For Type: 8
Total Fees For Type: \$300.00

Sign

Permit #	Contractor	Job Address	Fee Total
P19-023	FERNCO DEVELOPMENT LTD	2440 W GRAND RIV	\$225.00
Work Description: 2 NEW WALL SIGNS - 12.5' X 2' AND 42' X 2.5' 1 MONUMENT SIGN (REFACING)			

Total Permits For Type: 1
Total Fees For Type: \$225.00

Report Summary

Population: All Records
Permit.DateIssued Between
3/1/2019 12:00:00 AM AND
3/31/2019 11:59:59 PM

Grand Total Fees: \$775.00
Grand Total Permits: 10

AGENDA ITEM

11E

Monthly Activity Report for March 2019 – Assessing Dept/Brent Kilpela

MTT UPDATE:

Burkhart Ridge v Howell Township: Prehearing General Call commencing July 1, 2019. Prehearing Statements due by May 3, 2019. Both parties agreed to ask for an extension. The petitioner has filed the extension with the tribunal. I have contacted Rich Parker an appraiser from L.R. Parker & Associates to assist with the appeal. Hiring an appraiser does in some instances cause the petitioner to withdraw their appeal. Additionally with both the number of appeals this petitioner has filed historically, and the new phases of development in the coming years, it seems prudent to support our current position on value.

SMALL CLAIMS TRIBUNAL: No pending litigation.

ASSESSING OFFICE:

ASSESSOR: March is the month for appealing assessments. The March Board of Review docket was very light this year. There were only four petitioners that appealed assessments in person over the two days. It turned out to be a good decision to cut the meetings down from three days to two. There were two Poverty Exemptions and twelve Veteran's Exemptions processed and approved. The Board of Review members did an admirable job. Looking ahead to the 2020 assessing year, the challenge of dealing with the new manual is behind us. Fieldwork will start at the end of April weather permitting.

JOE DAUS, FIELD INSPECTOR: Nothing to report.

OTHER: Prepared annual budget for County. Started working on 2019-2020 township budget.

AGENDA ITEM

11F

Howell Township Clerk

From: Howell Township Supervisor
Sent: Thursday, March 21, 2019 1:35 PM
To: Howell Township Clerk; Howell Township Deputy Clerk
Subject: Fwd: HAFA FY 20 Budget Request for approval.
Attachments: HAFA FY20 Budget Req.pdf; ATT00001.htm; Budget letter fy19_20.docx; ATT00002.htm

Hello,
Can you please add this to next months agenda?

Thank you,
Mike

Begin forwarded message:

From: Andy Pless <chiefpless@gmail.com>
Date: March 21, 2019 at 1:25:52 PM EDT
To: Bob Hanvey <supervisor@mariontownship.com>, Mark Fosdick <supervisor@cohoctatwp.org>, Shea Charles <scharles@cityofhowell.org>, Bill Bamber <wjbamber@oceolatwp.org>, Mike Coddington <supervisor@howelltownshipmi.org>, Nick Proctor <nproctor04@comcast.net>, Deanna Robson <DRobson@cityofhowell.org>, Barb Fear <bfearclerk@gmail.com>, Tammy Beal <tammybeal@mariontownship.com>, jclay@oceolatwp.org, clerk@howelltownshipmi.org
Subject: HAFA FY 20 Budget Request for approval.

Attached you will find the budget request and letter for your board approval..

Thank you,

Chief Pless

--

Chief Andrew J. Pless
Howell Area Fire Dept
1211 W. Grand River
Howell MI 48843

**HOWELL AREA FIRE AUTHORITY
FY20 Preliminary Budget Worksheet**

UNAUDITED

	<u>FY18 AUDIT 6/30/18</u>	<u>FY19 Original Approved Budget</u>	<u>FY19 1st Amended Approved Budget</u>	<u>FY20 Preliminary Budget</u>
GENERAL FUND - REVENUES				
TOTAL HAFA GENERAL FUND REVENUES	<u>2,824,518</u>	<u>3,893,300</u>	<u>3,893,300</u>	<u>2,799,605</u>
GENERAL FUND EXPENDITURES				
GENERAL ADMINISTRATION EXPENDITURES (336.00)				
PERSONNEL	\$ 1,475,819	\$ 1,618,536	\$ 1,970,327	\$ 1,857,220
PROFESSIONAL FEES	\$ 42,576	\$ 57,750	\$ 59,750	\$ 66,500
INSURANCE	\$ 40,460	\$ 43,000	\$ 43,000	\$ 43,000
SUPPLIES	\$ 31,813	\$ 42,500	\$ 41,500	\$ 46,000
EQUIPMENT & CAPITAL OUTLAYS	\$ 542,817	\$ 2,696,050	\$ 2,596,050	\$ 511,927
COMMUNICATIONS	\$ 7,021	\$ 14,000	\$ 14,000	\$ 17,000
UNIFORMS	\$ 26,774	\$ 33,000	\$ 33,000	\$ 39,000
TRAINING	\$ 10,851	\$ 22,500	\$ 21,500	\$ 21,500
REPAIRS & MAINTENANCE	\$ 45,656	\$ 56,500	\$ 56,500	\$ 58,500
UNALLOCATED	\$ 13,315	\$ 32,800	\$ 32,800	\$ 50,000
TOTAL - HAFA GENERAL ADMINISTRATION EXPENDITURES	<u>2,237,100</u>	<u>4,616,636</u>	<u>4,868,427</u>	<u>2,710,647</u>
CENTRAL STATION #20	22,273	33,001	33,001	38,101
TOTAL OCEOLA TOWNSHIP STATION #22	10,530	17,901	17,901	17,901
TOTAL MARION TOWNSHIP STATION #23	5,372	12,001	12,001	12,001
TOTAL COHOCTAH TOWNSHIP STATION #24	12,622	13,001	13,001	13,001
TOTAL EXPENDITURES (BEFORE ESTIMATED FUND BALANCE)	<u>2,287,897</u>	<u>4,692,540</u>	<u>4,944,331</u>	<u>2,791,651</u>
FUND 101 - GENERAL FUND				
CHANGE IN FUND BALANCE - CURRENT YEAR	\$ 536,621	\$ (799,240)	\$ (1,051,031)	\$ 7,954
FUND BALANCE - BEGINNING OF THE YEAR	<u>\$ 2,427,348</u>	<u>\$ 2,963,969</u>	<u>\$ 2,963,969</u>	<u>\$ 1,912,938</u>
FUND BALANCE - END OF THE YEAR	<u>\$ 2,963,969</u>	<u>\$ 2,164,729</u>	<u>\$ 1,912,938</u>	<u>\$ 1,920,892</u>
FUND 206 - RESERVES FUND				
TOTAL FIRE FUND RESERVES - REVENUES	<u>\$ 39,697</u>	<u>\$ 215,500</u>	<u>\$ 195,500</u>	<u>\$ 351,000</u>
TOTAL HAFA FUND EXPENDITURES (BEFORE EST. FUND BALANCE)	<u>\$ 136,796</u>	<u>\$ 450,000</u>	<u>\$ 450,000</u>	<u>\$ -</u>
CHANGE IN FUND BALANCE - CURRENT YEAR	\$ (97,099)	\$ (234,500)	\$ (254,500)	\$ 351,000

HOWELL AREA FIRE AUTHORITY
 FY20 Preliminary Budget Worksheet

UNAUDITED

	FY18 AUDIT 6/30/18	FY19 Original Approved Budget	FY19 1st Amended Approved Budget	FY20 Preliminary Budget
FUND BALANCE - BEGINNING OF THE YEAR	\$ 921,920	\$ 824,821	\$ 824,821	\$ 570,321
FUND BALANCE - END OF THE YEAR	\$ 824,821	\$ 590,321	\$ 570,321	\$ 921,321

FUND 296 - BUILDING RESERVES FUND

TOTAL BUILDING RESERVES FUND - REVENUES	\$ 51,676	\$ -	\$ -	\$ -
TOTAL BLDG RESERVE EXPENDITURES (BEFORE EST. FUND BALANCE)	\$ -	\$ 749,000	\$ 749,000	\$ -
CHANGE IN FUND BALANCE - CURRENT YEAR	\$ 51,676	\$ (749,000)	\$ (749,000)	\$ -
FUND BALANCE - BEGINNING OF THE YEAR	\$ 839,146	\$ 890,822	\$ 890,822	\$ 141,822
FUND BALANCE - END OF THE YEAR	\$ 890,822	\$ 141,822	\$ 141,822	\$ 141,822

FUND 298 - RETIREE HEALTH CARE RESERVES FUND

TOTAL RHCRF RESERVES FUND - REVENUES	\$ 64,966	\$ 100,000	\$ 351,790	\$ 75,000
TOTAL RHCRF RESERVE EXPENDITURES (BEFORE EST. FUND BALANCE)	\$ 504	\$ -	\$ -	\$ -
CHANGE IN FUND BALANCE - CURRENT YEAR	\$ 64,461	\$ 100,000	\$ 351,790	\$ 75,000
FUND BALANCE - BEGINNING OF THE YEAR	\$ 187,061	\$ 251,522	\$ 251,522	\$ 603,312
FUND BALANCE - END OF THE YEAR	\$ 251,522	\$ 351,522	\$ 603,312	\$ 678,312

To: Howell Area Fire Authority Board Members
From: Chief Andrew J. Pless
Date: 03/20/2019
Re: 2019/2020 Annual Budget

Members of the Board,

Fiscal Year 2018/2019 budget projections should finish out the year within budget.

The proposed 2019/2020 budget includes some changes that will keep us moving forward.

Key Proposed Budget Requests:

- Proposed wage increases / adjustments for all employees
- Continued weekend staffing at the Main Fire Station (Year-Round)
- Addition of (1) Fulltime Firefighter
- Increased funding of the Equipment fund for future apparatus replacement
- Up-grade to new fire reporting software
- Physical Fitness Incentive Program
- Continued replacement of Firefighter Turnout gear
- Purchase of an additional LUCAS CPR device

The remainder of the budget allows for slight increases for inflation. We will also continue to fund our Building Reserve, and Retiree Health funds to ensure monies will be available for future needs. All of these changes can be accomplished while maintaining a well balanced budget.

I would ask that the Board consider the proposed budget for approval at the March 20th, 2019 Howell Area Fire Authority Board Meeting

Respectfully Submitted,

Andrew J. Pless

AGENDA ITEM

11H

**HOWELL TOWNSHIP
PLANNING COMMISSION MEETING
SYNOPSIS
MARCH 26, 2019**

- 1) Deputy Clerk Johnson announced that Josie Modrack will now be the one responsible for Planning Commission minutes and the preparation before Planning Commission meetings.
- 2) Approved Agenda as presented, later on a motion was made to switch item 15 to go between item 13A and 13B.
- 3) Approved January 22, 2019 Minutes.
- 4) Reminder of upcoming ZBA Meeting April 15, 2019.
- 5) Property Preservation progress: Township Parks & Recreation Committee.
- 6) Opened and closed the Public Hearing for the request to rezone parcel #4706-27-200-001 (John Mills).
- 7) Recommended approval of the rezoning request for parcel #4706-27-200-001 (John Mills) from Single Family Residential (SFR) to Neighborhood Service Commercial (NSC) considering the suggested findings in Township planner, Montagno's report.
- 8) Drafts of Sidewalk and Pathway Ordinances were discussed, input from Commissioners passed on to Montagno to proceed with the process.
- 9) Meeting adjourned, 8:56 P.M.

AGENDA ITEM

11J

Howell Township
Waste Water Treatment Plant
Meeting: April 4, 2019 10-1130 am

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

March: Treatment was good.

Blower Motor: Still waiting for installation to be scheduled.

Equalization Basin: Jerry has not heard from the company to get the EQ basin cleaned out. He will try to make contact again.

Non-Potable Water System: Phil from Spicer was asked to stop out and look at this system. He is trying to come up with a way to get the system working.

Biolac Diffusers: Jerry got the first diffuser chain hooked up. Now they will start working on rebuilding the chain they removed.

Grand River Pump Station: Kick off meeting is on April 10th at 1pm at the pump station.

Mercury Plan: Our Mercury Minimization Plan has been approved by the State. Now we will need to get started on implementing the plan by tracking down potential sources of mercury.

Pump Station #5 Oak Grove Rd: Overflow event on April 2nd. Some equipment went bad and the phone dialer was not working either. Home owner called Jim at MHOG and Jim called Jerry to let him know. AT&T fixed the phone line and Jerry replaced the defective electrical component. Greg recommended following the MHOG procedure of checking these items each time a pump station is visited to reduce the likely hood of these problems.

Employees: Clint called us this week to let us know that Jerry and Nick gave their notice the last week of March. It was later disclosed that Nate gave his notice three weeks ago. Clint and his boss Kirt think they have two volunteers from other plants in Tennessee and Oklahoma to come up and operate the plant. They think this will be sufficient until they find permanent staff. This does bring up the issue of coverage. The contract states that they will provide 2 ½ people to operate the plant.

Respectfully submitted,
Jonathan Hohenstein

Wastewater Treatment

- A total of 8.832 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of March, 2019.
- Total daily effluent flows averaged 0.286 MGD, which is 38% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 567 lbs/day, which is 40% of the design organic load.

Permit Parameter	Influent	Effluent	March Permit Limits
Carbonaceous BOD (mg/L) (as of March 28 th)	242 mg/L	NA	Max. 7 Day Avg: NA mg/l
		3.1	Max 30 Day Avg: 13 mg/L
		10.8	Max Daily: 20 mg/L
		17.4	Max 7 Day Avg: 130 lbs
		14.2	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	394 mg/L	12.1	Max. 7 Day Avg: 45 mg/L
		11.1	Max 30 Day Avg: 30 mg/L
		28.5	Max 7 Day Avg: 280 lbs
		25.6	Max 30 Day Avg: 190 lbs
		94%	Min % Removal: 85%
Total Phosphorus (mg/L)	6.0 mg/L	0.29	Max. Mo. Avg: 0.50 mg/L
		0.7	Max. Mon. Avg: 3.1 lbs
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	23.1 mg/L	4.5	Max 30 Day Avg: NA
		6.8	Max Daily: 7.0 mg/L
		12.5	Max 7 Day Avg: 44 lbs
		10.4	Max 30 Day Avg: NA
		N/A	% Removal NA %
Fecal Coliform (cts/100mL)	NA	58	Max 7 Day Avg: 400 cts/100 ml
		38	Max 30 Day Avg: 200 cts/100 ml
Dissolved Oxygen (mg/L)	NA	9.1	Daily Min: 7.0 mg/L
pH (standard units)	7.3	6.5	Daily Min: 6.5 su
		7.3	Daily Max: 9.0 su

Regulatory Matters

The Discharge Monitoring Report (DMR) has not been filed as of the time of this report as all laboratory test results have not been received. Final results will be available on the 5th of April, 2019 at which time the March DMR will be filed. Verification will be forwarded to the Township upon completion.

There were no discharge limit violations in March and with the moderation of weather conditions, discharge effluent quality continues to improve.

Health and Safety

- No accidents occurred in March.

Treatment Plant Issues

- Spicer Engineering on-site to investigate non-potable water system in order to identify the cause for the system not functioning.
- New Influent sampler installed and set up for timed composite sampling.
- Reconnected diffuser air supply hose on the #2 diffuser chain that had become disconnected again. A new diffuser assembly was installed and the old one removed for refurbishment.
- The grit chamber was bypassed and cleaned out by M&K Sewer Jetting on the 19th in order to investigate the cause for why the air lift pump had stopped pumping. Though after cleaning, the pump still did not work, over the following weekend it must have cleared any plugging and started to work correctly. Frequent monitoring will continue to ensure proper operation and identify potential issues in the future.

Collection System Issues

- 105 requests for Miss Dig in March. 29 of these were not in conflict with the sewer system, 7 were marked with paint and flags, 7 were not marked because additional information was needed, 3 were cancelled and 59 were listed as "No Response".

Maintenance

- 7 work orders were completed in March.

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

Sincerely,



Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@inframark.com

Howell Township Treasurer

From: Livernois, Jerome <Jerome.Livernois@inframark.com>
Sent: Tuesday, April 2, 2019 10:37 AM
To: Howell Township Treasurer; Howell Township Clerk
Cc: Houseworth, Clinton
Subject: Sanitary sewer overflow
Attachments: SSO 4-2-2019 lift station #5.pdf

Good Morning,

We had a small sewer overflow this morning, about 200 gallons, at the #5 pump station located at 2571 Oak Grove road. the cause was a failure of the control power back-up power supply and the alarm dialer failing to call out either due to the dialer failing or the phone line having trouble. When I call the alarm dialer all I get is a busy signal. The dialer was working as of two weeks ago so I am investigating the trouble there. The pump station is up and running in automatic now and we are performing some clean-up around the station using lime to neutralize. As required by the State, the Livingston County Health department has been notified as well as the Livingston Daily Newspaper. I have attached a copy of the form submitted to the state and we will let you know what and when the dialer issue is fixed.

Thanks

Jerry

Jerome W. Livernois / Plant Manager



1222 Packard Drive | Howell, MI. 48843
(O) 517 546-5767 | **(M)** 517 719-7486 | www.inframark.com

EXHIBIT E
STAFFING

In accordance with Operator's proposal to the Township, Operator shall provide 2.5 qualified full-time personnel for the operation and maintenance of the wastewater treatment plant, collection system and lift stations.

For the purposes hereof, "full-time" shall mean forty-hours per working week. When said personnel are taking designated vacation days, sick days, or holidays, Operator shall not be required to utilize temporary replacement substitute staffing at the Facilities so long as the staffing levels comply at all times with Applicable Law.

AGENDA ITEM

13

Howell Township
Invoice and Check Registers

As of 4/3/2019

User: BRENT KILPELA
 DB: Howell TWP

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

2151831	CARLISLE WORTMAN ASSOC, INC.	03/18/2019	03/25/2019	520.00	0.00	Paid	Y
17571	BD Bond Refund	BRENT KILPELA					03/18/2019
	101-000-203.00	BSP18-0012		520.00			

194924	SPICER GROUP	03/18/2019	03/25/2019	3,792.50	0.00	Paid	Y
17572	BD Bond Refund	BRENT KILPELA					03/18/2019
	101-000-203.00	BSP18-0012		3,792.50			

1011494973	PITNEY BOWES INC	03/04/2019	04/03/2019	356.97	0.00	Paid	Y
17573	3 INK CARTRIDGES	BRENT KILPELA					03/18/2019
	101-265-727.01	TWP HALL OFFICE SUPPLIES EXPENSE		356.97			

3/6/2019	JEAN GRAHAM	03/06/2019	03/21/2019	193.07	0.00	Paid	Y
17574	CLERK EXPENSES	BRENT KILPELA					03/18/2019
	101-215-860.00	CLERK MILEAGE & EXPENSES		16.01			
	101-191-860.00	ELECTION MILEAGE & EXPENSES		4.41			
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		172.65			

46183	FAHEY SCHULTZ BURZYCH RHODES	03/04/2019	04/03/2019	1,732.50	0.00	Paid	Y
17575	CROSSROADS OUTDOOR LITIGATION	BRENT KILPELA					03/18/2019
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		1,732.50			

46184	FAHEY SCHULTZ BURZYCH RHODES	03/04/2019	04/03/2019	2,795.50	0.00	Paid	Y
17576	GENERAL	BRENT KILPELA					03/18/2019
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		2,795.50			

46185	FAHEY SCHULTZ BURZYCH RHODES	03/04/2019	04/03/2019	2,227.50	0.00	Paid	Y
17577	OAKLAND TACTICAL SUPPLY LITIGATION	BRENT KILPELA					03/18/2019
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		2,227.50			

46186	FAHEY SCHULTZ BURZYCH RHODES	03/04/2019	04/03/2019	135.00	0.00	Paid	Y
17578	RAINBOW	BRENT KILPELA					03/18/2019
	101-268-801.01	TWP AT LARGE LEGAL EXPENSE		135.00			

725520092	CINTAS CORPORATION #725	02/13/2019	03/15/2019	65.54	0.00	Paid	Y
17579	BLUE MATS	BRENT KILPELA					03/18/2019
	101-265-775.00	TWP HALL OFFICE CLEANING & MAINT EXPENS		65.54			

04/03/2019 11:08 AM
 User: BRENT KILPELA
 DB: Howell Twp

Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
725529669	CINTAS CORPORATION #725 BLUE MATS 101-265-775.00 TWP HALL OFFICE CLEANING & MAINT EXPENS	03/13/2019 BRENT KILPELA	04/10/2019	65.64	0.00	Paid	Y 03/18/2019
3308286504	PITNEY BOWES GLOBAL FINANCIAL SERV. JAN-MARCH RENTAL 101-265-930.01 TWP HALL OFFICE EQUIPMENT & REPAIR	02/27/2019 BRENT KILPELA	03/29/2019	384.57	0.00	Paid	Y 03/18/2019
I184713	PYRO HEATING COOLING REPLACE BLOWER MOTOR ON FURNACE 101-265-930.00 TWP HALL GROUNDS EQUIP REPAIR EXPENSE	03/07/2019 BRENT KILPELA	04/06/2019	722.00	0.00	Paid	Y 03/18/2019
206615	PRINTING SYSTEMS ELECTION ENVELOPES 101-191-727.00 ELECTION SUPPLIES EXPENSE	03/04/2019 BRENT KILPELA	04/04/2019	99.73	0.00	Paid	Y 03/18/2019
2151830	CARLISLE WORTMAN ASSOC, INC. GENERAL CONSULTATION 101-400-801.00 PLANNING-CONTRACTED PLANNER EXPENSE	03/11/2019 BRENT KILPELA	04/10/2019	600.00	0.00	Paid	Y 03/18/2019
2151832	CARLISLE WORTMAN ASSOC, INC. ZONING ORDINANCE 101-400-801.00 PLANNING-CONTRACTED PLANNER EXPENSE	03/11/2019 BRENT KILPELA	04/10/2019	25.00	0.00	Paid	Y 03/18/2019
02828	J. MILLS PLUMBING & WATER TREATMENT REPLACE RECIRCULATOR PUMP 101-265-930.00 TWP HALL GROUNDS EQUIP REPAIR EXPENSE	03/11/2019 BRENT KILPELA	04/10/2019	709.00	0.00	Paid	Y 03/18/2019
58498	MICRO WORKS COMPUTING, INC SETUP UB COMPUTER FOR MHOG 592-441-728.00 UTILITY BILLING SOFTWARE SUPPORT EXPENS	02/28/2019 BRENT KILPELA	03/20/2019	112.50	0.00	Paid	Y 03/18/2019
17587	MICRO WORKS COMPUTING, INC REMOTE SUPPORT LICENSE 592-441-728.00 UTILITY BILLING SOFTWARE SUPPORT EXPENS	02/28/2019 BRENT KILPELA	03/20/2019	54.00	0.00	Paid	Y 03/18/2019
58499	MICRO WORKS COMPUTING, INC REMOTE SUPPORT LICENSE 592-441-728.00 UTILITY BILLING SOFTWARE SUPPORT EXPENS	02/28/2019 BRENT KILPELA	03/20/2019	54.00	0.00	Paid	Y 03/18/2019
3/7/2019	DPE ENERGY TWP HALL MAR 2019	03/07/2019 BRENT KILPELA	04/01/2019	436.98	0.00	Paid	Y 03/18/2019
17589	DPE ENERGY TWP HALL MAR 2019	03/07/2019 BRENT KILPELA	04/01/2019	436.98	0.00	Paid	Y 03/18/2019

User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
3/14/2019	JULIUS DAUS III	03/14/2019	04/13/2019	110.20	0.00	Paid	Y
17590	ZONING MILEAGE	BRENT KILPELA					03/18/2019
	101-402-860.00	ZONING MILEAGE & EXPENSES		110.20			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	257.30	0.00	Paid	Y
17591	2700 TOOLEY MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		257.30			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	244.18	0.00	Paid	Y
17592	3888 OAKGROVE MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		244.18			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	176.14	0.00	Paid	Y
17593	2559 W GRAND RIVER MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		176.14			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	4,293.51	0.00	Paid	Y
17594	1222 PACKARD DR	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		4,293.51			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	697.51	0.00	Paid	Y
17595	1575 N BURKHART MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		697.51			
3/8/2019	DTE ENERGY	03/08/2019	04/01/2019	321.66	0.00	Paid	Y
17596	1034 AUSTIN CT MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		321.66			
3/1/2019	DTE ENERGY	03/01/2019	03/25/2019	463.94	0.00	Paid	Y
17597	2571 OAKGROVE MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		463.94			
3/13/2019	DTE ENERGY	03/13/2019	04/04/2019	103.01	0.00	Paid	Y
17598	1216 PACKARD DR MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		103.01			

04/03/2019 11:08 AM
 User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlnized
Inv Ref#	Description	Entered By					Post Date
	GL Distribution						
3/4/2019	DTE ENERGY	03/04/2019	03/26/2019	127.74	0.00	Paid	Y
17599	1009 N BURKHART MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		127.74			
3/4/2019	DTE ENERGY	03/04/2019	03/26/2019	47.75	0.00	Paid	Y
17600	391 N BURKHART RD MAR 2019	BRENT KILPELA					03/18/2019
	592-442-920.00	WWTP ELECTRICITY EXPENSE		47.75			
517552195603	AT&T	03/13/2019	04/01/2019	77.52	0.00	Paid	Y
17601	517 552-1956 FOR MAR 2019	BRENT KILPELA					03/18/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		77.52			
517548388802	AT&T	02/28/2019	03/22/2019	82.92	0.00	Paid	Y
17602	517 548 3888 FOR MAR 2019	BRENT KILPELA					03/18/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		82.92			
206256101718	CONSUMERS ENERGY	03/07/2019	03/29/2019	93.89	0.00	Paid	Y
17603	2571 OAKGROVE MAR 2019	BRENT KILPELA					03/18/2019
	592-442-922.00	WWTP NATURAL GAS EXPENSE		93.89			
S020313390	TELEDYNE INSTRUMENTS, INC	03/12/2019	04/11/2019	12,611.40	0.00	Paid	Y
17604	REFRIDGERATED SAMPLERS (2)	BRENT KILPELA					03/18/2019
	592-000-140.00	SWR/WTR FUND MACHINERY & EQUIPMENT		12,611.40			
201005983496	CONSUMERS ENERGY	03/02/2019	03/27/2019	17.24	0.00	Paid	Y
17605	391 N BURKHART MAR 2019	BRENT KILPELA					03/18/2019
	592-442-922.00	WWTP NATURAL GAS EXPENSE		17.24			
530356405	UTS SCADA	03/08/2019	04/07/2019	1,112.00	0.00	Paid	Y
17606	SERVICE CALL	BRENT KILPELA					03/18/2019
	592-442-801.00	WWTP CONTRACTED SERVICES EXPENSE		1,112.00			
38799	INFRAMARK, LLC	03/06/2019	04/05/2019	24,303.45	0.00	Paid	Y
17607	WWTP MAINT. MARCH 2019	BRENT KILPELA					03/18/2019
	592-442-801.00	WWTP CONTRACTED SERVICES EXPENSE		24,303.45			
3/15/2019	JEAN GRAHAM	03/15/2019	03/19/2019	531.91	0.00	Paid	Y
17608	CLERK EXPENSES	BRENT KILPELA					03/18/2019

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

04/03/2019 11:08 AM
 User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor	Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnalized
Inv Ref#	GL Distribution		Entered By					Post Date
0002314029								
17609	MICHIGAN.COM		03/18/2019	03/20/2019	532.64	0.00	Paid	Y
	FEBRUARY PUBLICATIONS		BRENT KILPELA					03/18/2019
	101-400-900.00	PLANNING PRINTING & PUBLICATION EXPENSE			292.64			
	101-247-900.00	BOARD OF REVIEW PRINTING & PUB EXP			240.00			
3/15/2019								
17610	DEBRA JOHNSON		03/15/2019	03/19/2019	572.43	0.00	Paid	Y
	DEPUTY CLERK EXPENSES		BRENT KILPELA					03/18/2019
	101-215-860.00	CLERK MILEAGE & EXPENSES			572.43			
195303								
17611	SPICER GROUP		03/25/2019	04/01/2019	1,952.25	0.00	Paid	Y
	BD Bond Refund		BRENT KILPELA					03/25/2019
	101-000-203.00	BSP18-0005			1,952.25			
195302								
17612	SPICER GROUP		03/25/2019	04/01/2019	70.50	0.00	Paid	Y
	BD Bond Refund		BRENT KILPELA					03/25/2019
	101-000-203.00	BSP18-0001			70.50			
92209056								
17613	AMERICAN FUNDS		03/12/2019	04/11/2019	125.00	0.00	Paid	Y
	QUARTERLY RECORDKEEPING FEES		BRENT KILPELA					03/25/2019
	101-265-722.00	TWP HALL RETIREMENT EXPENSE			125.00			
202162547455								
17614	CONSUMERS ENERGY		03/19/2019	04/12/2019	1,348.81	0.00	Paid	Y
	1222 PACKARD DRIVE MAR 2019		BRENT KILPELA					03/25/2019
	592-442-922.00	WWTW NATURAL GAS EXPENSE			1,348.81			
854006222								
17615	AT&T LONG DISTANCE		03/06/2019	04/05/2019	0.62	0.00	Paid	Y
	WWTW LONG DISTANCE		BRENT KILPELA					03/25/2019
	592-442-850.00	WWTW TELEPHONE EXPENSE			0.62			
190243								
17616	M & K JETTING AND TELEVISIONS		03/20/2019	04/19/2019	1,850.00	0.00	Paid	Y
	CLEANED GREASE PIT		BRENT KILPELA					03/25/2019
	592-442-801.00	WWTW CONTRACTED SERVICES EXPENSE			1,850.00			
3/14/2019								
17617	DTE ENERGY		03/14/2019	04/05/2019	59.32	0.00	Paid	Y
	271 E HIGHLAND MAR 2019		BRENT KILPELA					03/25/2019
	592-442-920.00	WWTW ELECTRICITY EXPENSE			59.32			

User: BRENT KILPELA
 DB: Howell Twp

Inv Num
 Inv Ref#

Vendor
 Description
 GL Distribution

Inv Date
 Entered By

Due Date

Inv Amt

Amt Due

Status

Jrnalized
 Post Date

3/26/2019	LIVINGSTON COUNTY TREASURER	03/26/2019	04/02/2019	760.00	0.00	Paid	Y
17618	MOBILE HOME FEES	BRENT KILPELA					
	701-000-239.00	TRUST MOBILE HOME TAX PAYABLE		760.00			03/26/2019
194091	SPICER GROUP	04/02/2019	04/09/2019	952.00	0.00	Paid	Y
17619	BD Bond Refund	BRENT KILPELA					
	101-000-203.00	BSP18-0003		952.00			04/02/2019
194521	SPICER GROUP	04/02/2019	04/09/2019	1,542.00	0.00	Paid	Y
17620	BD Bond Refund	BRENT KILPELA					
	101-000-203.00	BSP18-0009		1,542.00			04/02/2019
3/26/2019	LIVINGSTON COUNTY TREASURER	04/01/2019	04/02/2019	1,013.76	0.00	Paid	Y
17621	DPTT FEBRUARY - MARCH 2019	BRENT KILPELA					
	701-000-228.00	TRUST DUE TO COUNTY		1,013.76			04/02/2019
3/26/2019	HOWELL PUBLIC SCHOOLS	04/01/2019	04/02/2019	96.18	0.00	Paid	Y
17622	DPTT FEBRUARY - MARCH	BRENT KILPELA					
	701-000-225.00	TRUST DUE TO HOWELL SCHLS OPER		96.18			04/02/2019
3/26/2019	HOWELL PUBLIC SCHOOLS	03/26/2019	04/02/2019	4,915.34	0.00	Paid	Y
17623	DPTT FEBRUARY - MARCH	BRENT KILPELA					
	701-000-225.01	TRUST DUE TO HOWELL SCHLS DEBT		4,915.34			04/02/2019
3/26/2019	HOWELL AREA FIRE AUTHORITY	04/01/2019	04/02/2019	2,285.32	0.00	Paid	Y
17624	DPTT FEBRUARY - MARCH 2019	BRENT KILPELA					
	701-000-234.00	TRUST DUE TO HOWELL FIRE AUTH		2,285.32			04/02/2019
3/26/2019	LIV EDUC SERVICE AGENCY	04/01/2019	04/02/2019	17.85	0.00	Paid	Y
17625	DPTT FEBRUARY - MARCH	BRENT KILPELA					
	701-000-227.00	TRUST DUE TO LESEA		17.85			04/02/2019
3/26/19	HOWELL CARNEGIE LIBRARY	04/01/2019	04/02/2019	1,655.12	0.00	Paid	Y
17626	DPTT FEBRUARY - MARCH	BRENT KILPELA					
	701-000-223.00	TRUST DUE TO HOWELL LIBRARY		1,655.12			04/02/2019
4/1/2019	LIVINGSTON COUNTY TREASURER	04/01/2019	04/02/2019	126.00	0.00	Paid	Y
17627	DOG LICENSES	BRENT KILPELA					

User: BRENT KILPELA
DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
231	WYLLIE SOFT WATER	03/25/2019	04/03/2019	69.96	0.00	Paid	Y
17628	6 BAGS SALT	BRENT KILPELA					04/02/2019
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		69.96			
000901663303	MUTUAL OF OMAHA INSURANCE COMPANY	04/01/2019	04/01/2019	213.00	0.00	Paid	Y
17629	APRIL BILLING	BRENT KILPELA					04/02/2019
	101-265-721.00	TWP HALL LIFE INSURANCE EXPENSE		213.00			
3/2/2019	COMCAST	03/22/2019	04/12/2019	284.34	0.00	Paid	Y
17630	APRIL BILLING	BRENT KILPELA					04/02/2019
	101-265-850.00	TWP HALL TELEPHONE EXPENSE		284.34			
287282886379X0325201	AT&T	03/17/2019	04/12/2019	23.55	0.00	Paid	Y
17631	ASSESSING TABLET	BRENT KILPELA					04/02/2019
	101-209-957.00	ASSESSING DUES & SUBSCRIPTION EXPENSE		23.55			
206433972973	CONSUMERS ENERGY	03/18/2019	04/15/2019	534.43	0.00	Paid	Y
17632	TWP HALL	BRENT KILPELA					04/02/2019
	101-265-922.00	TWP HALL NATURAL GAS EXPENSE		534.43			
527914	CULLIGAN WATER	03/31/2019	04/30/2019	35.99	0.00	Paid	Y
17633	WATER DELIVERY 4 BOTTLES	BRENT KILPELA					04/02/2019
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		35.99			
1370116	U. S. BANK	03/11/2019	04/30/2019	597,543.75	0.00	Paid	Y
17634	S/W #8	BRENT KILPELA					04/02/2019
	592-852-996.08	SWR/WTR 8 BOND INTEREST EXP		57,543.75			
	592-000-300.00	SWR/WTR FUND LONG TERM BONDS PAY		540,000.00			
1370406	U. S. BANK	03/11/2019	05/01/2019	991,506.25	0.00	Paid	Y
17635	S/W#11, WNU, S#7	BRENT KILPELA					04/02/2019
	592-000-300.00	SWR/WTR FUND LONG TERM BONDS PAY		540,000.00			
	592-854-996.11	SWR/WTR 11 BOND INTEREST EXP		85,381.25			
	592-000-300.00	SWR/WTR FUND LONG TERM BONDS PAY		220,000.00			
	592-420-996.04	WATER NEW USER BOND INTEREST EXPENSE		28,393.75			
	592-000-300.00	SWR/WTR FUND LONG TERM BONDS PAY		105,000.00			
	592-853-996.07	SEWER 7 BOND INTEREST EXPENSE		12,731.25			

User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized
Inv Ref#	Description	Entered By					Post Date
GL Distribution							
856045	USA BLUEBOOK	04/02/2019	05/01/2019	312.60	0.00	Paid	Y
17636	OMNISMART700	BRENT KILPELA					04/02/2019
	592-442-956.00	WWTP MISCELLANEOUS EXPENSE		312.60			
95406	TRUE VALUE HARDWARE	04/02/2019	04/15/2019	5.99	0.00	Paid	Y
17637	PELLETED LIMESTONE	BRENT KILPELA					04/02/2019
	592-442-956.00	WWTP MISCELLANEOUS EXPENSE		5.99			
90355803	MCMASTER-CARR	03/26/2019	04/05/2019	418.92	0.00	Paid	Y
17638	AIR FILTERS	BRENT KILPELA					04/02/2019
	592-442-956.00	WWTP MISCELLANEOUS EXPENSE		418.92			
150560912	AT&T	03/19/2019	04/10/2019	68.18	0.00	Paid	Y
17639	WWTP INTERNET	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		68.18			
517540694703	AT&T	03/22/2019	04/12/2019	68.47	0.00	Paid	Y
17640	517 540-6947 FOR APRIL 2019	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		68.47			
517540124103	AT&T	03/22/2019	04/12/2019	77.52	0.00	Paid	Y
17641	517 540-1241 FOR APRIL 2019	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		77.52			
517540695203	AT&T	03/22/2019	04/12/2019	72.02	0.00	Paid	Y
17642	517 540-6952 FOR APRIL 2019	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		72.02			
517540696303	AT&T	03/22/2019	04/12/2019	51.92	0.00	Paid	Y
17643	517 540-6963 FOR APRIL 2019	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		51.92			
517546516003	AT&T	03/22/2019	04/12/2019	71.92	0.00	Paid	Y
17644	517 546-5160 FOR APRIL 2019	BRENT KILPELA					04/02/2019
	592-442-850.00	WWTP TELEPHONE EXPENSE		71.92			
517546349603	AT&T	03/22/2019	04/12/2019	287.68	0.00	Paid	Y
17645	517 546-3496 FOR APRIL 2019	BRENT KILPELA					04/02/2019

User: BRENT KILPELA
DB: Howell Twp

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

592-442-850.00
GL Distribution
WWTP TELEPHONE EXPENSE

# of Invoices:	75	# Due:	0	Totals:	1,672,222.90	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	

Net of Invoices and Credit Memos: 1,672,222.90 0.00

C Agrees with Check Register BK

--- TOTALS BY FUND ---

101 - GENERAL FUND	22,411.70	0.00
592 - SWR/WTR	1,638,941.63	0.00
701 - TRUST & AGENCY	10,869.57	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	1,437,310.22	0.00
191 - ELECTIONS	104.14	0.00
209 - ASSESSING	23.55	0.00
215 - CLERK	1,120.35	0.00
247 - BOARD OF REVIEW	240.00	0.00
265 - TOWNSHIP HALL	4,176.07	0.00
268 - TOWNSHIP AT LARGE	6,890.50	0.00
400 - PLANNING COMMISSION	917.64	0.00
402 - ZONING ADMINISTRATION	110.20	0.00
420 - WATER 4 CONNECT	28,393.75	0.00
441 - UTILITY BILLING	166.50	0.00
442 - WWTP	37,113.73	0.00
852 - SEWER/WATER 8	57,543.75	0.00
853 - SEWER 7	12,731.25	0.00
854 - SEWER/WATER 11	85,381.25	0.00

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
03/19/2019	GEN	101001606(E)	DTE ENERGY	436.98
03/19/2019	GEN	17159	CARLISLE WORTMAN ASSOC, INC.	1,145.00
03/19/2019	GEN	17160	CINTAS CORPORATION #725	131.18
03/19/2019	GEN	17161	JULIUS DAUS III	110.20
03/19/2019	GEN	17162	DEBRA JOHNSON	572.43
03/19/2019	GEN	17163	FAHEY SCHULTZ BURZYCH RHODES	6,890.50
03/19/2019	GEN	17164	JEAN GRAHAM	724.98
03/19/2019	GEN	17165	J. MILLS PLUMBING & WATER TREATMENT	709.00
03/19/2019	GEN	17166	MICHIGAN.COM	532.64
03/19/2019	GEN	17167	PITNEY BOWES GLOBAL FINANCIAL SERV.	384.57
03/19/2019	GEN	17168	PITNEY BOWES INC	356.97
03/19/2019	GEN	17169	PRINTING SYSTEMS	99.73
03/19/2019	GEN	17170	PYRO HEATING COOLING	722.00
03/19/2019	GEN	17171	SPICER GROUP	3,792.50
04/03/2019	GEN	101001607(E)	AT&T	23.55
04/03/2019	GEN	101001608(E)	COMCAST	284.34
04/03/2019	GEN	101001609(E)	CONSUMERS ENERGY	534.43
04/03/2019	GEN	17172	AMERICAN FUNDS	125.00
04/03/2019	GEN	17173	CULLIGAN WATER	35.99
04/03/2019	GEN	17174	MUTUAL OF OMAHA INSURANCE COMPANY	213.00
04/03/2019	GEN	17175	SPICER GROUP	4,516.75
04/03/2019	GEN	17176	WYLIE SOFT WATER	69.96

GEN TOTALS:

Total of 22 Checks:	22,411.70
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	22,411.70

Bank T&A TRUST & AGENCY CHECKING

04/03/2019	T&A	3410	HOWELL AREA FIRE AUTHORITY	2,285.32
04/03/2019	T&A	3411	HOWELL CARNEGIE LIBRARY	1,655.12
04/03/2019	T&A	3412	HOWELL PUBLIC SCHOOLS	96.18
04/03/2019	T&A	3413	HOWELL PUBLIC SCHOOLS	4,915.34
04/03/2019	T&A	3414	LIV EDUC SERVICE AGENCY	17.85
04/03/2019	T&A	3415	LIVINGSTON COUNTY TREASURER	760.00
04/03/2019	T&A	3416	LIVINGSTON COUNTY TREASURER	1,013.76
04/03/2019	T&A	3417	LIVINGSTON COUNTY TREASURER	126.00

T&A TOTALS:

Total of 8 Checks:	10,869.57
Less 0 Void Checks:	0.00
Total of 8 Disbursements:	10,869.57

Bank UTYCK UTILITY CHECKING

03/19/2019	UTYCK	2472	INFRAMARK, LLC	24,303.45
03/19/2019	UTYCK	2473	MICRO WORKS COMPUTING, INC	166.50
03/19/2019	UTYCK	2474	TELEDYNE INSTRUMENTS, INC	12,611.40
03/19/2019	UTYCK	2475	UIS SCADA	1,112.00
03/19/2019	UTYCK	590002805(E)	AT&T	77.52
03/19/2019	UTYCK	590002806(E)	AT&T	82.92
03/19/2019	UTYCK	590002807(E)	CONSUMERS ENERGY	93.89
03/19/2019	UTYCK	590002808(E)	CONSUMERS ENERGY	17.24
03/19/2019	UTYCK	590002809(E)	DTE ENERGY	257.30
03/19/2019	UTYCK	590002810(E)	DTE ENERGY	244.18
03/19/2019	UTYCK	590002811(E)	DTE ENERGY	176.14
03/19/2019	UTYCK	590002812(E)	DTE ENERGY	4,293.51
03/19/2019	UTYCK	590002813(E)	DTE ENERGY	697.51
03/19/2019	UTYCK	590002814(E)	DTE ENERGY	321.66
03/19/2019	UTYCK	590002815(E)	DTE ENERGY	463.94
03/19/2019	UTYCK	590002816(E)	DTE ENERGY	103.01
03/19/2019	UTYCK	590002817(E)	DTE ENERGY	127.74
03/19/2019	UTYCK	590002818(E)	DTE ENERGY	47.75
04/03/2019	UTYCK	2476	AT&T LONG DISTANCE	0.62
04/03/2019	UTYCK	2477	M & K JETTING AND TELEVISIONING	1,850.00
04/03/2019	UTYCK	2478	MCMASTER-CARR	418.92
04/03/2019	UTYCK	2479	TRUE VALUE HARDWARE	5.99
04/03/2019	UTYCK	2480	U. S. BANK	1,589,050.00
04/03/2019	UTYCK	2481	USA BLUEBOOK	312.60
04/03/2019	UTYCK	590002819(E)	AT&T	68.18
04/03/2019	UTYCK	590002820(E)	AT&T	68.47
04/03/2019	UTYCK	590002821(E)	AT&T	77.52
04/03/2019	UTYCK	590002822(E)	AT&T	72.02

04/03/2019 11:05 AM
User: BRENT KILPELA
DB: Howell Twp

CHECK REGISTER FOR HOWELL TOWNSHIP
CHECK DATE FROM 03/07/2019 - 04/03/2019

Page: 2/2

Check Date	Bank	Check	Vendor Name	Amount
04/03/2019	UTYCK	590002823 (E)	AT&T	51.92
04/03/2019	UTYCK	590002824 (E)	AT&T	71.92
04/03/2019	UTYCK	590002825 (E)	AT&T	287.68
04/03/2019	UTYCK	590002826 (E)	CONSUMERS ENERGY	1,348.81
04/03/2019	UTYCK	590002827 (E)	DTE ENERGY	59.32

UTYCK TOTALS:

Total of 33 Checks: 1,638,941.63
Less 0 Void Checks: 0.00
Total of 33 Disbursements: 1,638,941.63

REPORT TOTALS:

Total of 63 Checks: 1,672,222.90
Less 0 Void Checks: 0.00
Total of 63 Disbursements: 1,672,222.90

Agrees with Invoice Register
BK