

HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road

Howell, MI 48855

October 14, 2019

Amended*

6:30 P.M.

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Evan Rudnicki ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Approval of the Minutes:
A. Regular Board Meeting September 9, 2019
6. Correspondence:
7. Closed Session – Crossroads Discussion
8. Unfinished Business:
A. John Mills
9. Call to the Public:
10. New Business:
A. HAPRA Budget – Tim Church
B. Introducing New Facility Concept – Oceola Community Center – Tim Church
C. Approval Metro Act Right of Way Permit Extension for ACD
D. Approval for Resolution 10.19.469 for the sale of Pineview Village
E. Annex Purchase Agreement
F. Approval for Resolution 10.19.470 for the sale of property of Annex
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 L. Property Committee
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
September 9, 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:

SEPTEMBER 9, 2019

MOTION by Melton, seconded by Smith, **"TO APPROVE THE SEPTEMBER 9, 2019 AGENDA AS AMENDED: ADD ITEM 8A, JOHN MILLS DISCUSSION."** Motion carried.

AUGUST 12, 2019 MEETING MINUTES:

A. REGULAR BOARD MEETING MINUTES - **MOTION** by Hohenstein, seconded by Melton, **"TO APPROVE THE AUGUST 12, 2019 MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carried. (See August 12, 2019 Regular Meeting Minutes)

B. CLOSED SESSION MEETING MINUTES - **MOTION** by Rudnicki, seconded by Counts, **"TO APPROVE THE AUGUST 12, 2019 CLOSED SESSION MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carried.

CORRESPONDENCE:

No additions.

CALL TO THE PUBLIC:

A. Mike Tipton, 552 Olde English Circle: 1) informed the Board that the census takers are out in the area checking address in order to be ready for the 2020 Census. 2) Reminded the Board that former Board member, office staff member and Township resident, Lois Kanninen, has sold her condominium and is moving out of state. Lois gave a lot to the Township. 3) Mr. Tipton gave his view about the Township's history regarding the 3 condominiums sites within the Township; Jonathan's Landing, Pineview Village and English Gardens. Some of these projects were never completed by the developer. He would like to make sure if more condominiums are to be built within the Township, that there will be a written guarantee that they will be completed. 4) Stated he ran "My Life Reputation Score" on all the Board members. The top score you can achieve is 5. All of Howell Township Board has a high score ranging anywhere from 4.3 to 5. He would like to make sure developers building in the Township also have a good reputation score.

B. Maureen Buchel, 264 Edgemont Drive: Stated she is the president of the Lake Serene Association. There is a lot of trespassing coming from a small parcel adjacent to the lake. This parcel didn't seem to belong to anyone. After much investigation it is believed that it does belong to a Thomas Bain who is now deceased. The Lake Serene Association would like the Township to create an ordinance that will allow the Livingston County Road Commission to put up "No Parking" signs along the road. (It was recommended is to try and contact the family of Thomas Bain. They may be able to do a Quick Claim Deed to the Lake Serene Association and then they will have rights to put up signs.)

UNFINISHED BUSINESS:

A. JOHN MILLS DISCUSSION

Issue: John Mills' farming activity on property owned by Howell Township (parcels #4706-25-200-046 #4706-25-200-047 and 4706-25-100-028) without formal authorization from the Township Board. Treasurer Hohenstein stated that a letter has been sent to Mr. Mills' attorney, (dated 8/29/2019) to advise John Mills to vacate and cease farming activity on these two parcels. A response was requested by the Township due 9/6/2019. The Township has received no response. Recommended action: to take legal action to keep him off the property. Discussion followed. **MOTION** by Graham, seconded by Hohenstein to, **"TO MOVE FORWARD WITH LEGAL ACTION AGAINST JOHN MILLS AND ALSO NOT TO GRANT HIM LEASES TO FARM ON TOWNSHIP PARCELS #4706-25-400-046, #4706-25-200-047 AND 4706-25-100-028 FOR THE 2020 BIDS."** Discussion followed. A roll-call vote was taken: Rudnicki – yes, Hohenstein – yes, Smith – yes, Melton – yes, Coddington – yes, Graham – yes, Counts – yes. Motion carries 7 to 0. It is the consensus of the Board is to put these three parcels out for farming bids.

NEW BUSINESS:

A. PINEVIEW VILLAGE

Treasurer Hohenstein stated the Township has been negotiating a purchase agreement with Westview Capital LLC for Units in a condominium known as Pineview Village. The offering purchase price is \$230,000.00 for 60 units. They are requesting a reduction in the water and sewer combined connection System Equity fees from \$9,660.00 per unit to a bulk purchase rate of \$7,000.00 per unit. **MOTION** by Counts, seconded by Graham, **"TO APPROVE THE PURCHASE AGREEMENT FOR PINEVIEW VILLAGE FROM WESTVIEW CAPITAL LLC."** Discussion followed. Motion carried.

B. SIDEWALK REGULATION & PATHWAY REGULATION DISCUSSION

- The first paragraph for both ordinances need to be corrected: change the meeting place and the address for where this meeting took place.

Martha Haglund, Vice Chair for Howell Township Planning Commission, gave a few highlights concerning the proposed ordinances regarding the cost and who is responsible to maintain them:

- Developers would have to install internal sidewalks within their subdivisions.
- Sidewalks along their road frontage.
- Sidewalk maintenance, mainly in the commercial area, would be the responsibility of the land owner.
- Pathways would be maintained by the Township, the vegetation area would still be the landowners.
- Majority of the pathways will be asphalt.
- Discussion and questions took place on grants for pathways.
- Hohenstein commented on Section 10, Permitted Uses of Pathways: Pathways shall be used for non-motorized transportation. He wanted to add that it did not include motorized devices for maintenance.

9B(1). SIDEWALK REGULATION ORDINANCE

MOTION by Hohenstein, seconded by Smith, **"TO ACCEPT ORDINANCE #282 SIDEWALK REGULATIONS AS PRESENTED WITH THE CORRECTION OF THE MEETING PLACE AND ADDRESS STATED IN THE**

FIRST PARAGRAPH. Discussion followed. A roll-call vote was taken: Smith – yes, Melton – yes, Hohenstein – yes, Graham – yes, Rudnicki – yes, Counts – yes, Coddington – yes. Motion carries 7 to 0.

9B(2). PATHWAY REGULATION ORDINANCE

MOTION by Hohenstein, seconded by Rudnicki, **“TO ACCEPT ORDINANCE #283 PATHWAY REGULATION AS PRESENTED WITH THE CORRECTION OF THE MEETING PLACE AND ADDRESS STATED IN THE FIRST PARAGRAPH.”** Discussion followed. A roll-call vote was taken: Graham – yes, Rudnicki – yes, Counts – yes, Coddington – yes, Hohenstein – yes, Melton – yes, Smith – yes. Motion carries 7 to 0.

- Trustee and Commissioner Counts gave tribute to Martha Haglund for working with Township Planner Montagno on these ordinances. The Board thanked her as well.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

- Attended a court hearing.
- Has been answering many property questions.
- Joined in with a conference call at the WWTP Meeting.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- Explained a graph showing chloride expenses and the Road Fund.
- At this time the Township is at approximately 50% collected on Summer Taxes. Because the tax payments are due on September 14 which is on a Saturday, the Township will accept those payments through Monday, September, 16th.
- Update on the Oakland Tactical law suit: next step is they need to present site plans.
- Update on the Crossroads law suit: they accepted our changes but the judge moved on a motion that is unclear at this time.

C. CLERK:

(Clerk Graham reported on the following items)

- No report.

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)

- Tax Rate Request: a legal form that has to be done every year.
- Open House is October 13th.

G. MHOG:

(Treasurer Hohenstein reported on the following items)

- See Packet Report.
- Supervisor Coddington added: regarding the MHOG property, they will grant our easement request but the Township will have to do the title search. Discussion followed.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- See August 27, 2019 Planning Commission Synopsis
- Sidewalks and Pathways Ordinances.
- Site plan approval for Chestnut Development's M-59 project.
- Site plan approval for a warehouse to go in at Trans West.
- Site plan approval for RV Storage near the Castaway Café.

I. ZONING BOARD OF APPEALS (ZBA):

(Trustee Rudnicki reported on the following items)

- No meeting in August.

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- See report submitted by Assessor Kilpela.
- Contract calls for 2 full time and 1 part time employees. With the new State's regulations there has to be a plan on how to maintain the collection system. They will be working on a request most likely asking for 3.5 people on staff.
- Waiting for the UV System bid.
- Need defuser parts to rebuild the next chain.
- **MOTION** by Hohenstein, seconded by Counts, **"TO ACCEPT THE BID FROM PARKSON FOR DEFUSER PARTS AT \$5,989.00, PLUS SHIPPING."** Discussion followed. Motion carried.

K. HAPRA:

(Clerk Graham reported on the following items)

- Fall soccer leagues going well.
- Oceola Township is considering putting in a sports center.
- Legend of Sleepy Howell will be on the side street this year because of the upcoming road construction.
- HAPRA will be coming to our October Meeting regarding their budget.

L. PROPERTY COMMITTEE:

(Treasurer Hohenstein reported on the following items)

- Nothing new to report at this time.

CALL TO PUBLIC:

No response.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Rudnicki, **"TO APPROVE THE REGULAR DISBURSEMENTS THROUGH SEPTEMBER 5, 2019 AND CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH."** Discussion followed. Motion carries.

ADJOURNMENT: MOTION by Counts, seconded by Melton, **"TO ADJOURN."** Motion carries. The meeting adjourned 7:38 p.m.

As Presented: _____

Howell Township Clerk
Jean Graham

As Amended: _____

As Corrected: _____

Mike Coddington
Howell Township Supervisor

Dated: _____

Debby Johnson, Recording Secretary

AGENDA ITEM

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CORRESPONDENCE

OCTOBER 14, 2019

1. **AMERICAN FUNDS** – American Balanced Fund, June 30, 2019
2. **AMERICAN FUNDS** – Retirement Plan (In Blue Folder)

AGENDA ITEM

10A

**2020 HAPRA
COMBINED BUDGET**

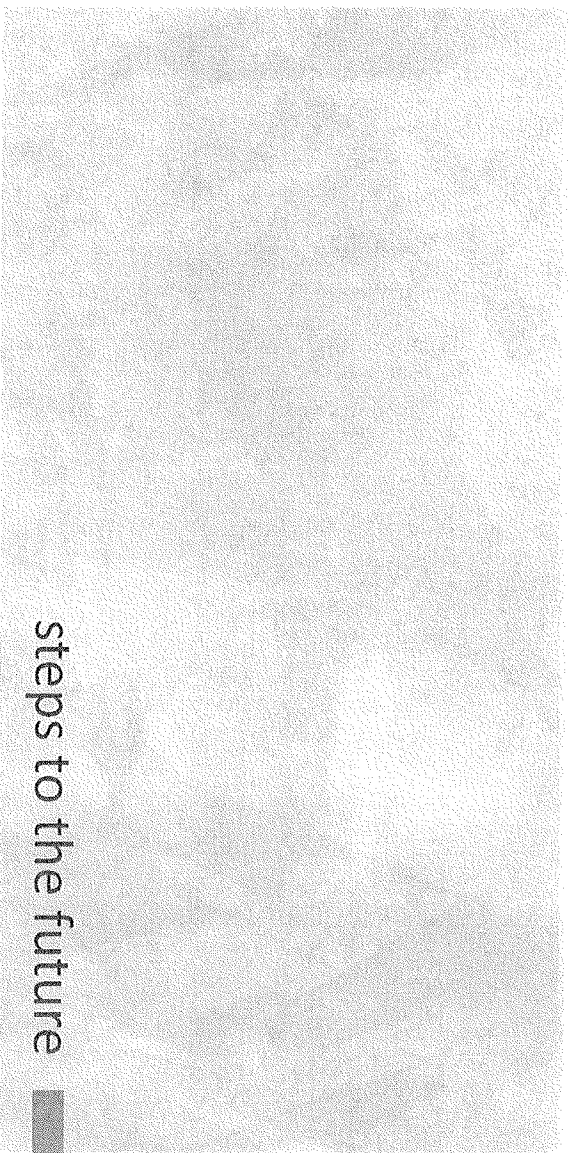
2020
PROPOSED
BUDGET

	DESCRIPTION	
REVENUES		
	FUND 208 - ADMINISTRATION	565,050.00
	FUND 213 - AQUATIC CENTER	\$130,500.00
	FUND 214 - YOUTH SPORTS	\$129,660.00
	FUND 215 - ENRICHMENT	\$91,000.00
	FUND 216 - FESTIVALS & EVENTS	\$212,000.00
	FUND 217 - PRESCHOOL	\$55,830.00
	FUND 218 - SENIOR CENTER	\$23,500.00
	FUND 219 - SUMMER CAMP	\$42,500.00
	FUND 220 - BEACH - BOAT LAUNCH	\$53,500.00
	FUND 221 - TEEN CENTER	\$74,150.00
	FUND 223 - DOG PARK	\$13,000.00
	FUND 224 - TRANSPORTATION	\$15,500.00
		\$1,406,190.00
TOTAL Revenues		
Expenditures		
	FUND 208 - ADMINISTRATION	565,050.00
	FUND 213 - AQUATIC CENTER	\$130,500.00
	FUND 214 - YOUTH SPORTS	\$129,660.00
	FUND 215 - ENRICHMENT	\$91,000.00
	FUND 216 - FESTIVALS & EVENTS	\$212,000.00
	FUND 217 - PRESCHOOL	\$55,830.00
	FUND 218 - SENIOR CENTER	\$23,500.00
	FUND 219 - SUMMER CAMP	\$42,500.00
	FUND 220 - BEACH - BOAT LAUNCH	\$53,500.00
	FUND 221 - TEEN CENTER	\$74,150.00
	FUND 223 - DOG PARK	\$13,000.00
	FUND 224 - TRANSPORTATION	\$15,500.00
		\$1,406,190.00
TOTAL Expenditures		\$1,406,190.00
		\$1,406,190.00
TOTAL REVENUES		\$0.00
TOTAL EXPENDITURES		

NET OF REVENUES & EXPENDITURES

AGENDA ITEM

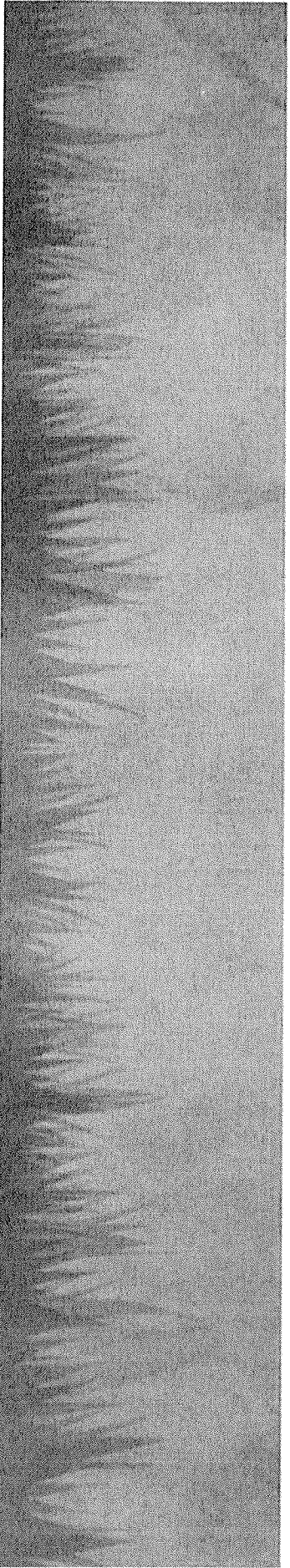
10B



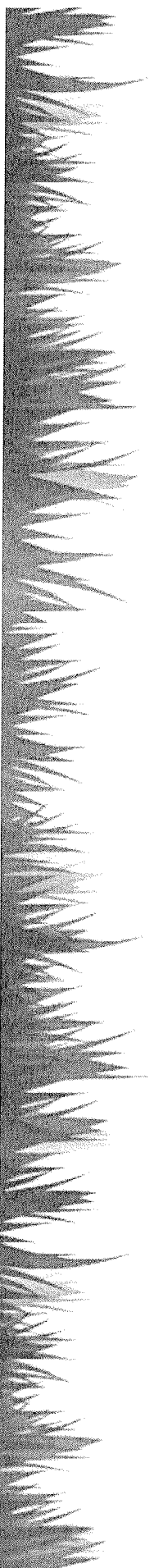
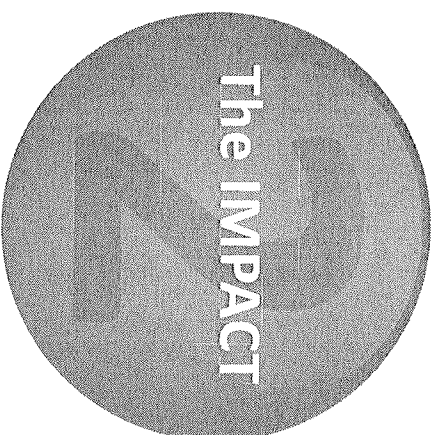
steps to the future

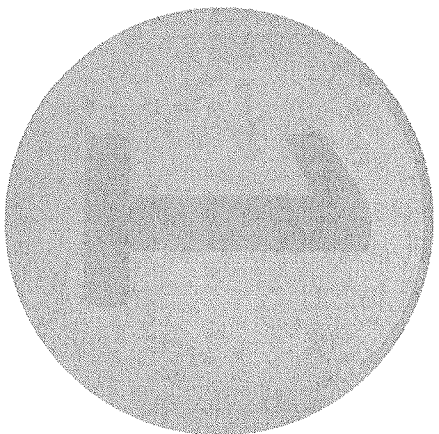
Introducing

Oceola Community Center



Enhancing our Community





The NEED

Top 3 questions asked annually...

- 1. Is there a place to walk inside?**
- 2. Is there a place to come shoot hoops with my kids?**
- 3. Are the schools going to allow us to have our adult sports programs this year?**

Current Programs and Limitations

Enrichment

Dance
Karate (2 Days)
Cooking
Art
Music
Fencing

Senior Center

Walking Club
pickle ball
Aerobics Classes (3 days)
Line dancing
Knitting club
Crafts
Card games

- ❖ All the activities above are offered at the Bennett or Oceola Centers and are limited to once a week (unless noted) because of space availability.

Current Programs and Limitations

Sports * (Basketball, Volleyball & Archery)

CURRENT HPS USE

Mondays: 4 gyms (4 staff)
(2 gyms) Youth basketball practices (6-8 PM)
\$35/gym = \$70
Staff costs → \$10.25/hour/person = \$41
(1 gym) Women's volleyball league (6-10 PM)
Gym = \$45
Staff = \$41
(1 gym) Men's drop in basketball (8-10 PM)
Gym = \$45
Staff = \$20.50
TOTAL: \$262.50/each Monday
Gym: \$160
Staff: \$102.50

Tuesdays: 4 gyms (4 staff) – *3 courts and 1 archery space
(3 gyms) Youth basketball practices (6-8 PM)
\$35/gym = \$105
Staff costs → \$10.25/hour/person = \$61.50
(1 gym) Youth archery (6-8 PM)
Currently using The Hive and Jaime is instructor – no site supervisor or building rental fee
TOTAL: \$166.50/each Tuesday
Gym: \$105
Staff: \$61.50

Wednesdays: 2 gyms (2 staff)
(2 gyms) Youth basketball practices (6-8 PM)
\$35/gym = \$70
Staff costs → \$10.25/hour/person = \$41
TOTAL: \$111/each Wednesday
Gym: \$70
Staff: \$41

Thursdays: 3 gyms (3 staff)
(2 gyms) Youth basketball practices (6-8 PM)
\$35/gym = \$70
Staff costs → \$10.25/hour/person = \$41
(1 gym) Men's drop in basketball (8-10 PM)
Gym = \$45
Staff = \$20.50
TOTAL: \$176.50/each Thursday
Gym: \$115
Staff: \$61.50

Fridays: OPEN

Saturdays: 2 gyms (2 staff)
(1 gym) Youth basketball games (9 AM – 1 PM)
\$45/gym
Staff costs → \$10.25/hour/person = \$41
(1 gym) Men's basketball games (9 AM – 1 PM)
\$45/gym + custodial fees (\$25 per hour) = \$145
Staff costs → \$10.25/hour/person = \$41
TOTAL: \$272/each Saturday
Gym: \$190
Staff: \$82

WEEKLY TOTAL: \$988.50
Gym costs: \$640
Staff costs: \$348.50

*HPS is utilized October – May (roughly 25 weeks) = \$16,000 each year for gym rentals

Current Programs and Limitations

Sports *

- At HPS we are limited to the hours of 6:00-10:00 PM on weekdays and primarily only use their space from 9:00 AM-1:00 PM on weekends .
- Limited to 4 hour time blocks, if we need ever need to add an extra hour , we would pay as though we're using it for 4 hours (we would also be billed for the extra 4 hours of custodial costs rather than 1).
- Custodial Rates are charged even with multiple groups (different organizations) using facility.
- HAPRA Staff at multiple locations (1-10 locations depending on the night) = Lots of staff on payroll only 2-3hr a night working (hard to keep staff around)
- School scheduling: different people schedule each gym, conflicts come up last minute, school closures

Other Facility Needs / Limitations

Bennett

Limitations

- Storage
- Office Space
- Meeting Space
- Room Scheduling

Updates

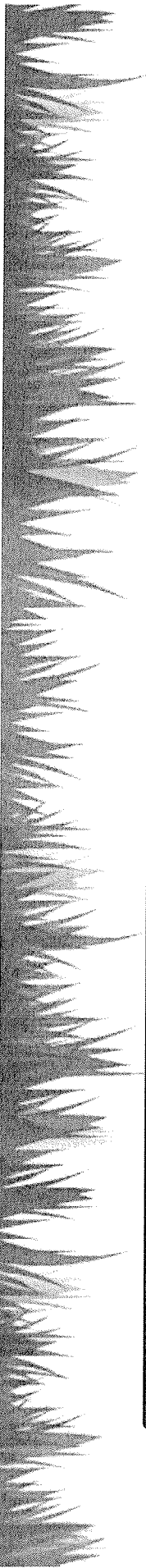
- Boiler/HVAC
- Roof
- Windows
- Doors
- Bathrooms
- Outside Façade

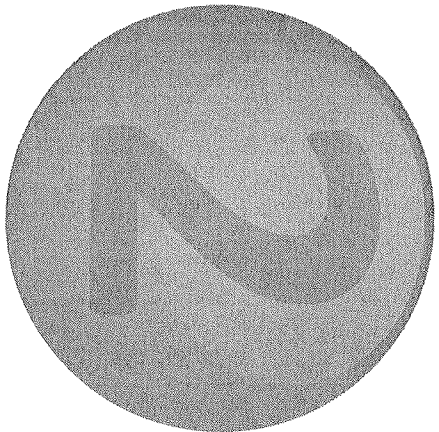
Oceola

Limitations

- Storage
- Space/Room Configurations
- Rentable space

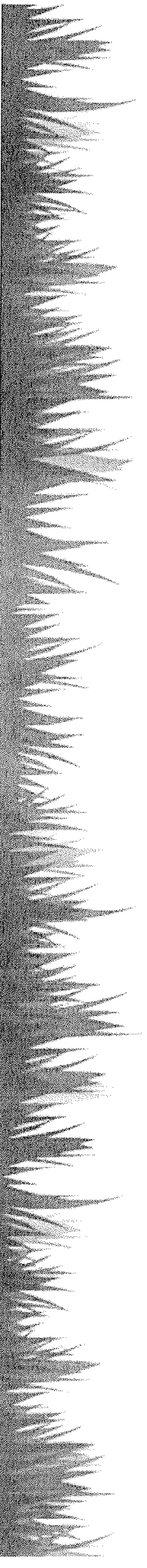
Updates

- Roof
 - Siding
 - Bathrooms
 - Lighting
 - Windows
 - Flooring
 - Renovations for multi-functional space
- 



The **IMPACT**

Communities coming together to enrich lives —



REVENUE

Rentals	\$35,000	\$45,000
Enrichment Classes	\$61,000	\$79,300
Adult Volleyball	\$4,500	\$4,500
Adult Basketball	\$8,000	\$8,000
Drop in Basketball	\$3,300	\$5,000
Drop in Volleyball(need to rebuild program)	\$500	\$500
Youth Volleyball	\$6,000	\$6000
Youth Basketball	\$15,000	\$15,000
Drop in Pickleball	\$550	\$1500
Facility Membership(no instructor)	N/A	\$37,000
Program fees Senior	\$2,500	\$3,250
Program Fees Archery	\$3,000	\$3,000
Sponsorship (banners, equipment)	N/A	\$25,000
Grants	N/A	\$0
Concessions	\$3,000	\$3,000
TOTAL REVENUE	\$142,350	\$236,050

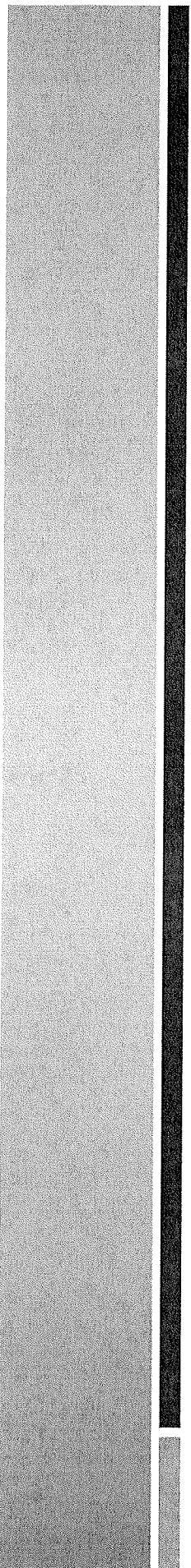
EXPENSE

Electric	\$12,000	\$15,000
Gas	\$7,000	\$10,000
Water	\$2,000	\$6,000
Rubbish	\$1,750	\$1,920
Building Expense(supplies, repairs, etc)	\$13,500	\$17,500
HPS Facility Rental	\$15,000	\$0
Buildings and Grounds (mowing/plowing)	\$12,000	\$12,000
Communications	\$15,000	\$15,000
Staffing***	\$64,100	\$75,000
Equipment Maintenance (future expense)	N/A	\$25,000
Cleaning Service (future expense)	N/A	\$15,000
TOTAL EXPENSES	\$142,350	\$192,420
Difference Rev / Expenses	\$0	+43,630

It's not just about the money, but strengthening

OUR MESSAGE...

*"Communities coming together to enrich lives
by promoting active & healthy lifestyles."*

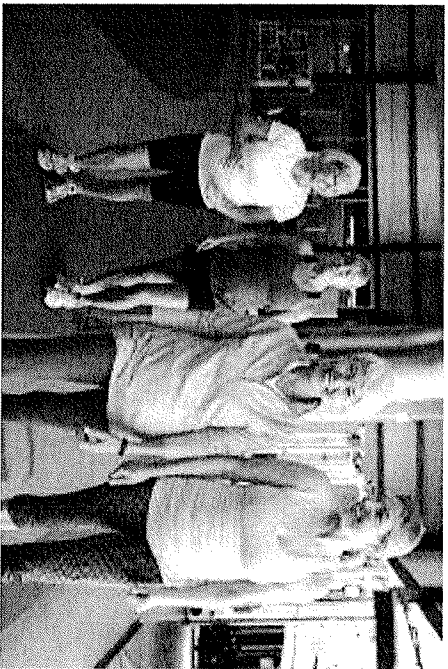


Sports

- Expand current Youth and Adult sports
- Multiple times (Days/Nights) of Drop-In Basketball/ Volleyball
- Multiple Programs running at same time
- Multiple times/ courts of pickleball
- Year round programming
- Intramural style sports/ leagues
- Camps ,clinic, etc.
- Home school / Preschool Gym Program



Program Growth



- ## 50 & Beyond
- Daily walking / walking club
 - Engages more of the active older adults
 - Programs for the working “senior”

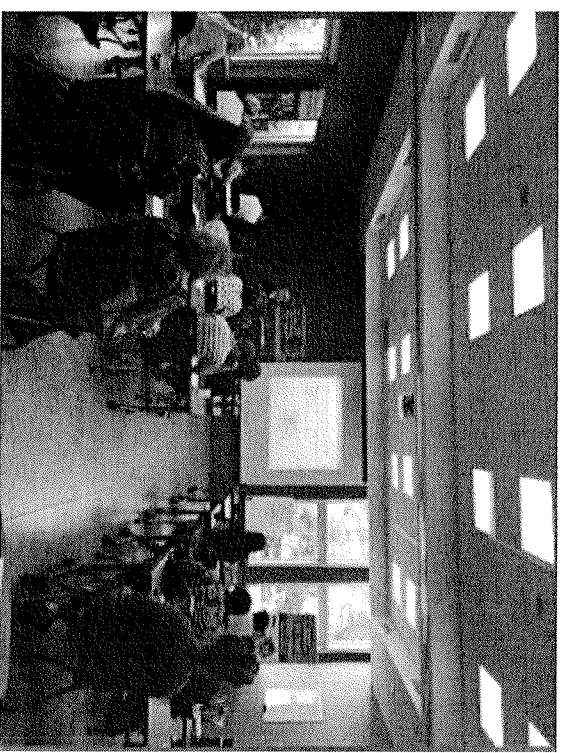
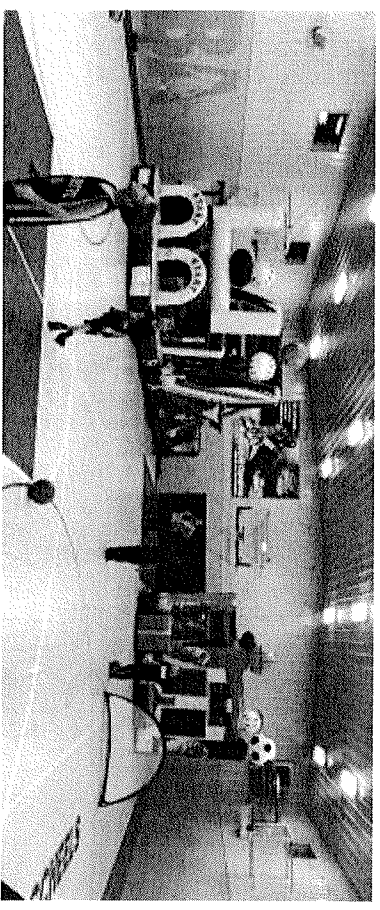


- Space for clubs/ new interest groups
- Sports Leagues
- Multiple activities at one time

Program Growth

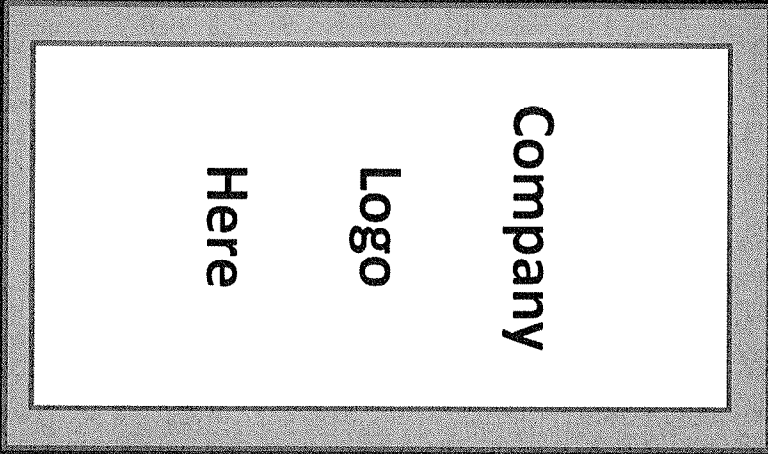
Rentals

- AAU/Club Tournaments
- Scout Lock-Ins
- Birthday Party Rental
- Multiple Groups + single location
- Concession Sales (Teen Fundraiser)
- Robotic Leagues/ Tournaments
- Private Sports Leagues
- Local HOA Meetings



Program Growth

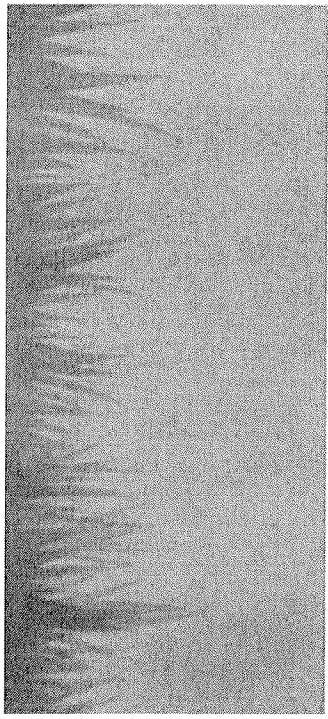
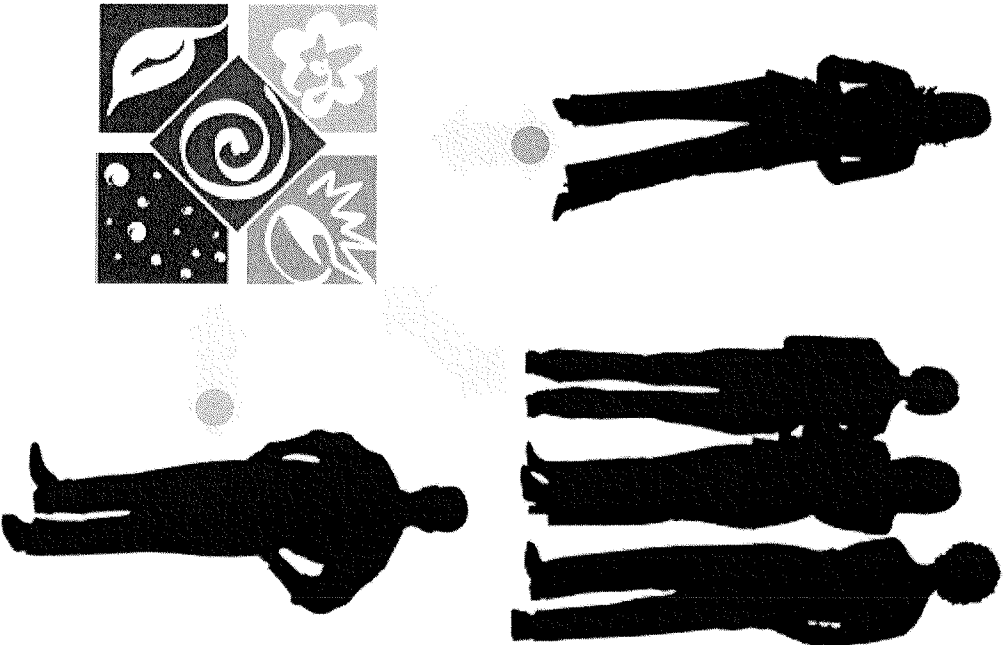
New Collaborations



Banner Program

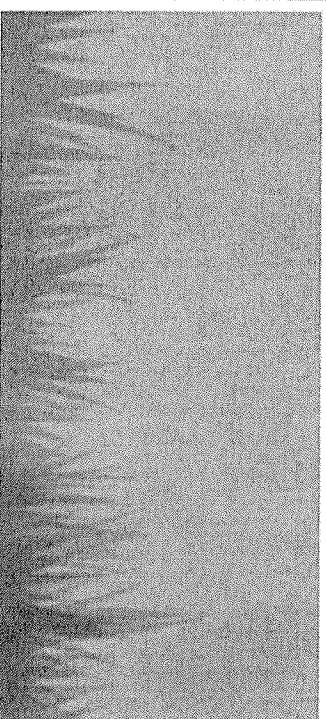
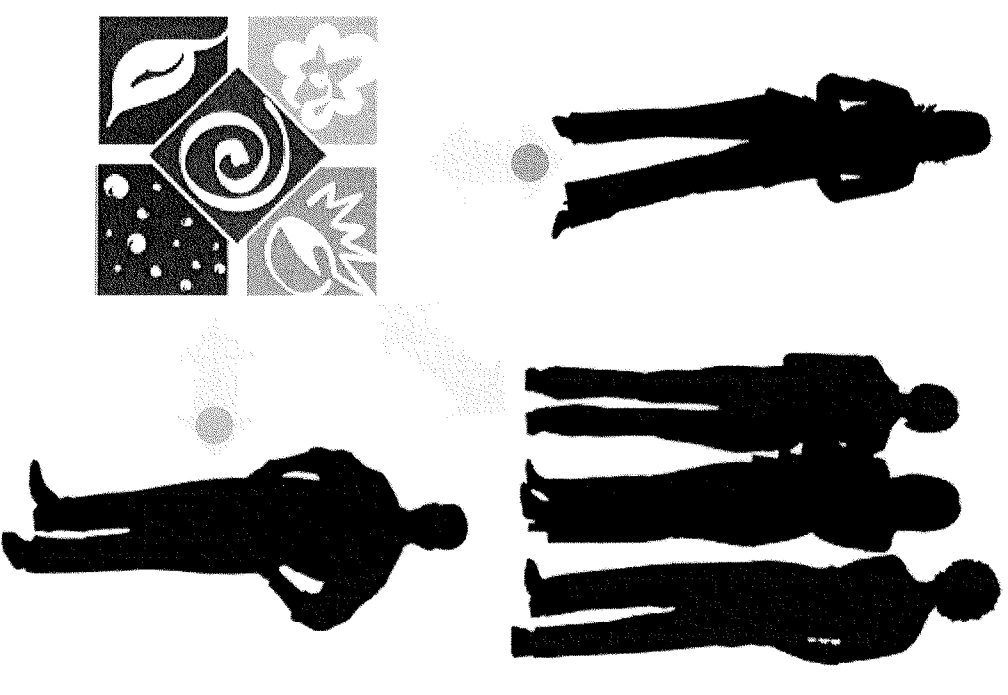
Businesses, Groups, Families, Etc.

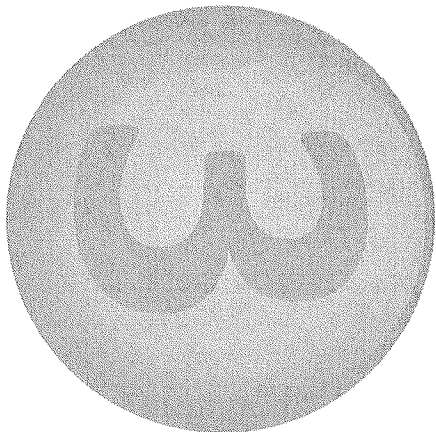
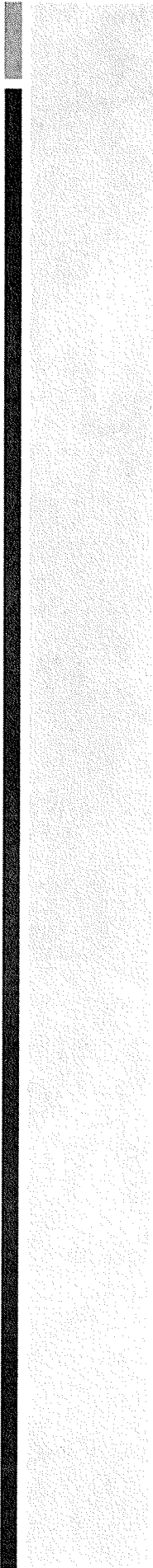
- \$600 1st year
- \$300 renewal
- Track, Fitness Area, Gym,



New Collaborations

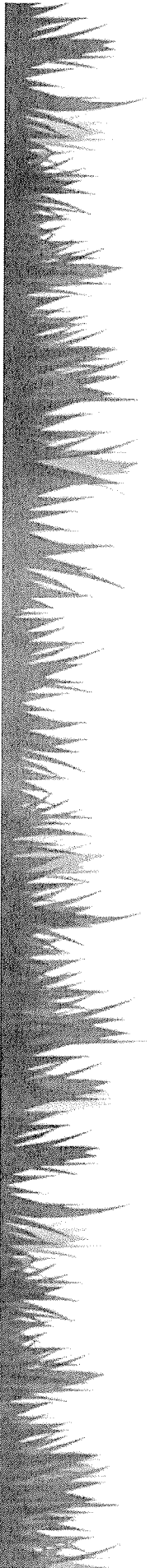
- Non-Resident Program Membership Fee
- AAU/Club Team Tournaments
- Therapy/ Rehabilitation Memberships
- Community Resource



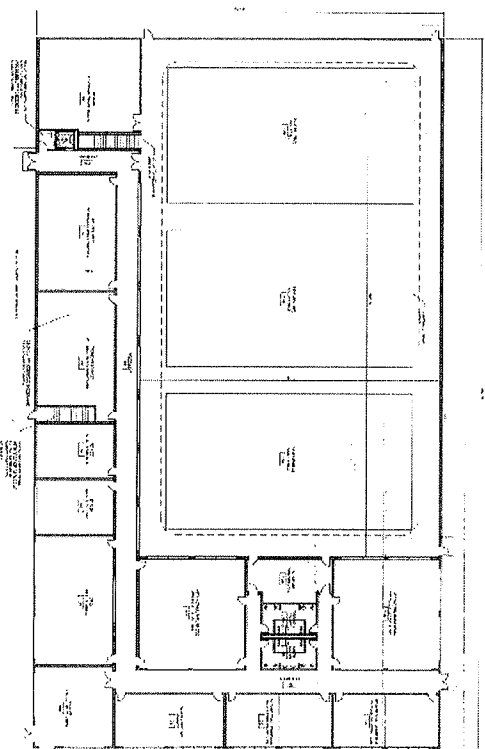


The Look

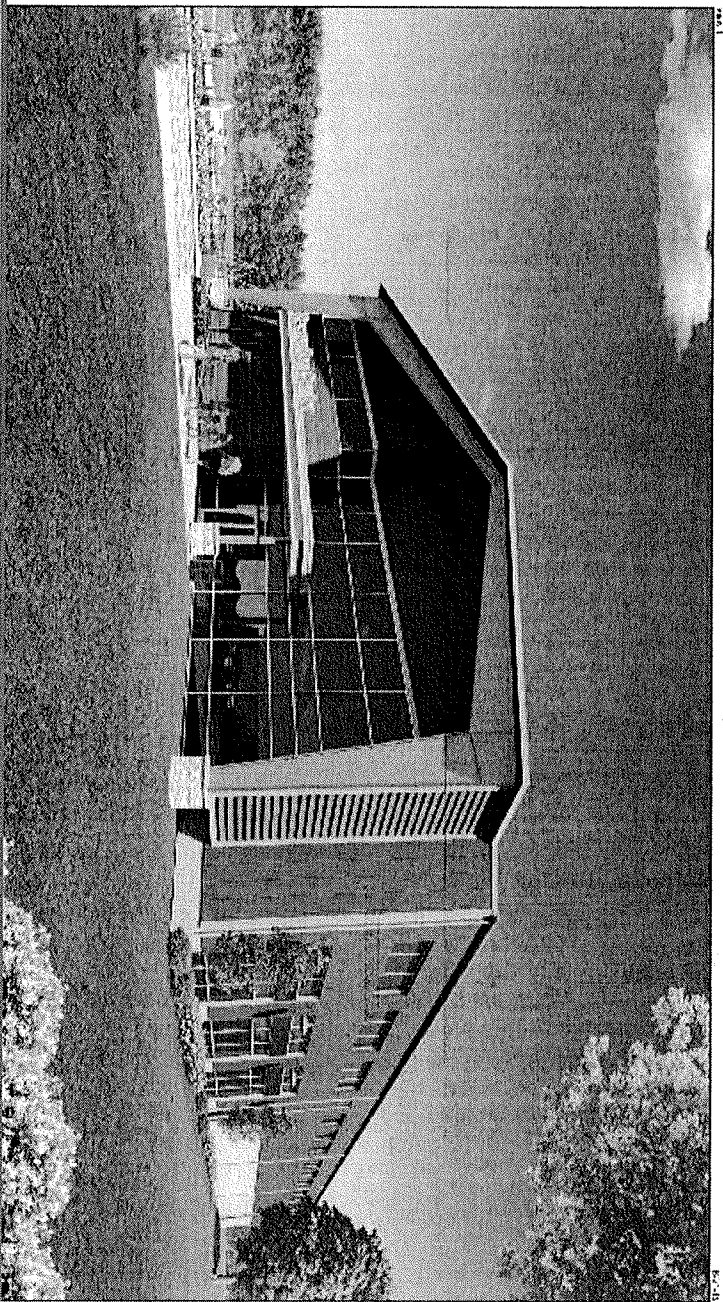
If WE build it, they will come.



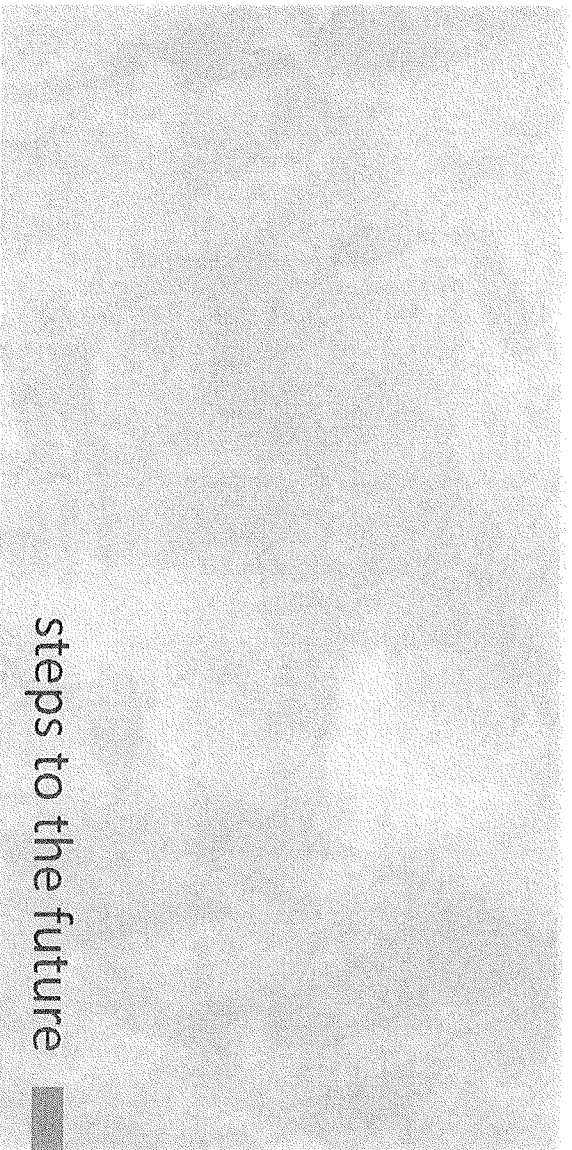
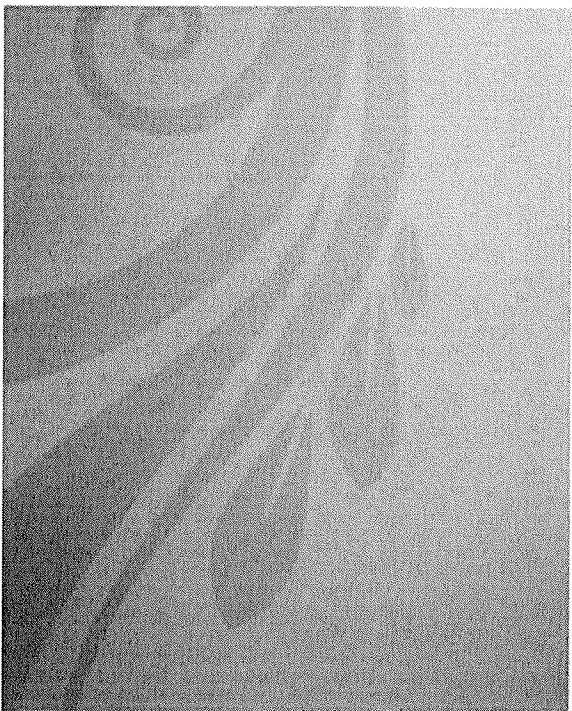
- 3 Full Size Courts
- Locker Rooms (Men's, Women's & Family)
- 6-8 Multi-purpose Rooms
- Kitchen
- Elevated Walking Track
- Administrative Office/Meeting Space
- Non-Instructional Fitness Space



FIRST FLOOR PLAN - PRELIMINARY CONCEPT



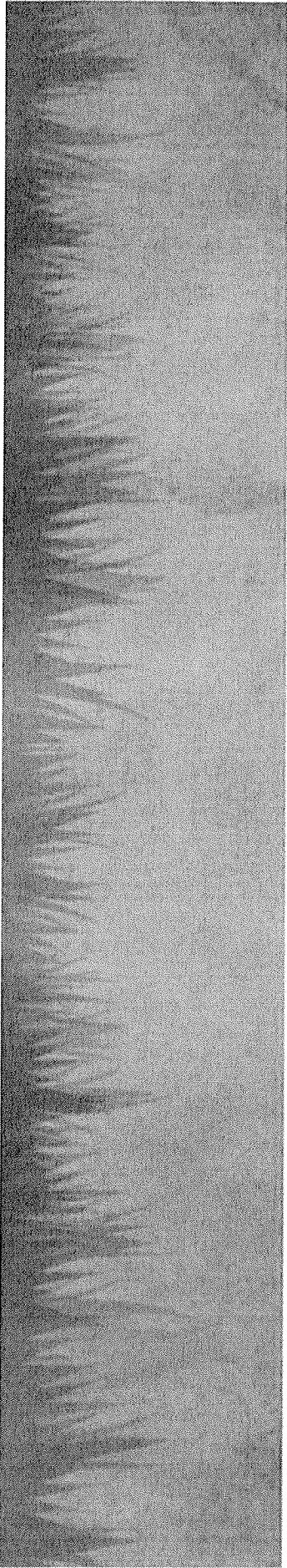
HOWELL AREA PARKS AND RECREATION AUTHORITY



steps to the future

Introducing

Oceola Community Center



AGENDA ITEM

10C



RECEIVED

September 5th, 2019

SEP 09 2019

Howell Township
5525 Byron Rd
Howell, MI 48855

HOWELL TOWNSHIP

METRO ACT RIGHT OF WAY PERMIT EXTENSION

Dear Howell Township:

We, KEPS Technologies, Inc. dba ACD.net; would like to extend the existing METRO Act we have with your municipality. Our current agreement expires on 11/20/2019. We would like to extend the agreement to 11/20/2024.

If you agree with this extension, please sign both copies of this agreement on the lines provided below and return within 30 days to KEPS Technologies, Inc. dba ACD.net at the address listed on the letterhead. ACD will countersign both and return one copy for your files.

Additional information regarding this renewal request and other METRO Act information, may be found at <http://www.michigan.gov/mpsc/>.

If you have any questions, please contact the Permitting Department at 517-999-9999.

Thank you for your time and cooperation in this matter that both benefits you and your constituents.

**Agreed to on behalf of
Howell Township:**

**KEPS Technologies, Inc. dba ACD.net
acknowledges receipt of this Permit
Extension**

Name: _____

Name: DAVID M. SUNIDEN, CPA

Signature: _____

Signature: [Signature] CPA

Date: _____

Date: 9.5.19

AGENDA ITEM

10D

HOWELL TOWNSHIP BOARD
RESOLUTION FOR THE SALE OF PROPERTY
Resolution No. 10.19.469

At a regular meeting of the Township Board, Howell Township, Livingston County, Michigan ("Township") held at 3525 Byron Road, Howell, Michigan, on the 14th day of October, 2019 at 6:30 p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and supported by _____

WHEREAS, the Township previously obtained certain real property (the "Property") Sixty (60) Units of Pineview Village Condominium situated in Howell Township, Livingston County, Michigan (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 Westview Capital, LLC including the 60 units of Condominium, and described in the attached Exhibit A.

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 09/09/2019 (the "Purchase Agreement") by and between HOWELL TOWNSHIP, and Westview Capital, LLC ("Purchaser") for real estate situated in the Howell Township, Livingston County, Michigan at Commonly known as Pineview Village Condominium. - and identified as Tax ID #'s

<u>Unit No.</u>	<u>Parcel No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>	<u>Unit No.</u>	<u>Parcel No.</u>
39	4706-27-201-039	67	4706-27-201-067	87	4706-27-201-087
40	4706-27-201-040	68	4706-27-201-068	88	4706-27-201-088
41	4706-27-201-041	69	4706-27-201-069	89	4706-27-201-089
42	4706-27-201-042	70	4706-27-201-070	90	4706-27-201-090
43	4706-27-201-043	71	4706-27-201-071	91	4706-27-201-091
44	4706-27-201-044	72	4706-27-201-072	92	4706-27-201-092
53	4706-27-201-053	73	4706-27-201-073	93	4706-27-201-093
54	4706-27-201-054	74	4706-27-201-074	94	4706-27-201-094
55	4706-27-201-055	75	4706-27-201-075	95	4706-27-201-095
56	4706-27-201-056	76	4706-27-201-076	96	4706-27-201-096
57	4706-27-201-057	77	4706-27-201-077	97	4706-27-201-097
58	4706-27-201-058	78	4706-27-201-078	98	4706-27-201-098
59	4706-27-201-059	79	4706-27-201-079	99	4706-27-201-099
60	4706-27-201-060	80	4706-27-201-080	100	4706-27-201-100
61	4706-27-201-061	81	4706-27-201-081	131	4706-27-201-131
62	4706-27-201-062	82	4706-27-201-082	132	4706-27-201-132

63	4706-27-201-063	83	4706-27-201-083	133	4706-27-201-133
64	4706-27-201-064	84	4706-27-201-084	134	4706-27-201-134
65	4706-27-201-065	85	4706-27-201-085	135	4706-27-201-135
66	4706-27-201-066	86	4706-27-201-086	136	4706-27-201-136

("the Property")

1. 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 Sixty (60) Units, which offer is attached hereto as Exhibit A.

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 14th day of October 2019.

Jean Graham, Township Clerk
Howell Township

AGENDA ITEM

10E

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (“**Agreement**”) is made October 14, 2019 (“**Effective Date**”), by and between Union Development Holdings, LLC, an Indiana limited liability company, its successors and/or assigns, of 409 Massachusetts Ave., Suite 300, Indianapolis, IN 46204 (“**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, legally described on Exhibit A, attached hereto and located in Howell Township, Livingston County, Michigan, and all privileges and appurtenances pertaining thereto, including, but not limited to, all of Seller's right, title and interest as an owner of the land in and to all strips and gores of land, mineral rights, water and water rights, wells, well rights and permits, water and sewer taps, sanitary or storm sewer capacity or reservations, rights under utility agreements with any applicable governmental or quasi-governmental entities or agencies with respect to the providing of utility services to such real property, tenements, hereditaments, privileges, licenses and appurtenances, reversions and remainders in any way belonging, remaining or appertaining thereto and together with all improvements, fixtures, personal property, trees, timber, or other crops and plants and minerals located thereunder or thereon (collectively, 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 the Land located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. 4706-25-100-028, legally described on Exhibit A and containing approximately 52.12 acres. In the event a legal description is not available at the time of execution of this Agreement, the parties hereby agree that the legal description shall be determined by the surveyor, at Purchaser’s expense, upon which such legal description shall become a part of this Agreement upon mutual agreement of the parties.
2. Purchase Price. The Purchase Price shall be One Million One Hundred Thousand and 00/100 Dollars (\$1,100,000.00), paid in cash in United States currency or certified funds at closing (“**Purchase Price**”).
3. Earnest Money. Twenty Thousand and 00/100 Dollars (\$20,000.00) will be deposited as the “**Initial Earnest Money Deposit**” with Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864, as “**Escrow Agent**,” within ten (10) days of the Effective Date. If this Agreement

is terminated by Purchaser prior to two hundred seventy (270) days from the Effective Date of this Agreement the Initial Earnest Money Deposit shall be promptly returned to the Purchaser. In the event Purchaser has not terminated this Agreement on or before two hundred seventy (270) days from the Effective Date of this Agreement, the Initial Earnest Money Deposit shall be non-refundable, except in the event of a Seller default. Eighty Thousand and 00/100 Dollars (\$80,000.00) shall be deposited with Escrow Agent as the “**Additional Earnest Money Deposit**” upon the earlier of: (i) Purchaser’s award and receipt of a tax credit reservation from the Michigan State Housing Development Authority (“**MSHDA**”); and (ii) two hundred seventy (270) days from the Effective Date of this Agreement. The Additional Earnest Money Deposit shall be non-refundable upon deposit with the Escrow Agent, except in the event of Seller default. The Initial Earnest Money Deposit and any Additional Earnest Money Deposit, together with any and all interest earned thereon, shall be deemed a part of the “**Earnest Money**” for all purposes under this Agreement and shall be applicable to the Purchase Price at Closing.

4. Escrow. The Earnest Money is deposited with Escrow Agent with the understanding that Escrow Agent (a) is not a party to this Agreement and does not assume or have any liability for performance or non-performance of any party, and (b) before the Escrow Agent has any obligation to disburse the Earnest Money in the event of dispute, the Escrow Agent has the right to require from all parties hereto a written release of liability of the Escrow Agent, termination of the Agreement and authorization to disburse the Earnest Money. At the Closing the Earnest Money and any Additional Earnest Money shall be applied to the Purchase Price for the Land. An earnest money or escrow agreement consistent with this Agreement, to the extent required by the Escrow Agent, shall be completed by both parties to effectuate this Agreement.

5. Payment of Property Taxes and Assessments. All city, state, township, and county property taxes and assessments 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. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted.

6. Residential Equivalent User Fee. Purchaser acknowledges that it will be responsible for the payment of sewer and water Residential Equivalent User Fees (“**REU Fees**”) for two hundred eighty-eighty (288) units to be developed on the Land, will come due for payment in the future in the principal amount of One Million Six Hundred Forty-Four Ninety-Three and 00/100 Dollars (\$1,644,093.00). Purchaser agrees to pay the REU Fees 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 \$1,644,093 as security for the timely payment of the Special Assessments as they come due. The form of the Letter of Credit shall provide for its validity during the entire duration that the Special Assessments remain unpaid. 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.

7. Closing. Subject to the provisions of this Agreement, the closing of the sale of the Land (the "**Closing**") shall take place via escrow with the Escrow Agent upon the earlier of: (i) two hundred forty (240) days from Purchaser's award and receipt of a tax credit reservation from MSHDA; or (ii) six hundred (600) days from the Effective Date of this Agreement, which day shall be the "**Closing Date**."

8. Inspection Period.

- A. Purchaser shall have one hundred twenty (120) days following the Effective Date (the "**Inspection Period**") to conduct its due diligence. If Purchaser is not satisfied, in its sole and absolute discretion, that it has been or likely will be able to satisfy the conditions set forth in this **Section 8**, Purchaser may terminate this Agreement by providing written notice to Seller, and upon such termination, the Earnest Money shall be immediately returned to the Purchaser. Purchaser shall have the Inspection Period to conduct such engineering studies, surveys, soil tests, inspections and other examinations (collectively, "**Examinations**") and to review title and survey pursuant to this Agreement, and as it may in its sole judgment desire, to determine the condition and suitability of the Land for its intended use of the Land ("**Intended Use**"). Upon commencement of the Inspection Period and throughout the term of this Agreement, Purchaser and its agents shall have the right to enter upon the Land to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate and for the collecting of all information necessary thereto (except to the extent that any right to exercise Purchaser's termination ends as of the expiration of the Inspection Period). The Examinations are to be made at Purchaser's expense and Purchaser shall be liable for any damage (ordinary wear and tear excepted) caused to the Land during said Examinations. Further, Purchaser agrees to indemnify and hold harmless Seller from and against any damages or claims for injuries to any persons or to the Land that arise as a direct result of such Examinations,

except to the extent such damages or claims are caused by or arise from preexisting conditions or Seller's, or its officers', directors', members', managers', principals', employees' or agents', negligence or intentional misconduct, which indemnity shall survive the Closing or any earlier termination of this Agreement. Purchaser shall provide Seller with evidence of insurance coverage, from Purchaser or any of its consultants entering the Land pursuant to this Section. Seller will not unreasonably refuse to execute any documents reasonably requested by Purchaser for any approvals or consents required by Purchaser. Seller, or Seller's agent, shall cooperate with all due diligence requests and activities to be conducted by or on behalf of the Purchaser, including, without limitation, providing such information, interviews and documents as may be necessary or appropriate.

B. The purchase of the Land is subject to satisfaction, in Purchaser's sole discretion, or waiver by Purchaser, within the Inspection Period, as may be extended, of the following conditions:

- (i) There are no encroachments on the Land.
- (ii) Seller's title to the Land is fee simple title, except for the lien of then current real property taxes which are not delinquent and those exceptions which Purchaser, in its reasonable discretion, may approve after examination of title as hereinafter provided.
- (iii) Purchaser acknowledges that the Land was obtained by Seller through foreclosure sale and may dictate that title is transferred with a covenant or special warranty deed recognizing the same.
- (iv) Purchaser's determination to its satisfaction that (a) the soil conditions, qualities, density and bearing capacity of the Land are suitable for the Intended Use without the necessity of any extraordinary filling or compaction or any other extraordinary engineering measures or expenditures which, in the sole discretion of Purchaser, would render the Land undesirable for the Intended Use; and (b) the Land is not located in any area of special flood hazard as designated by the United States Department of Housing and Urban Development, the Federal Emergency Management Agency or any other Federal, state or local agency, or in any regulated or protected wetlands area.
- (v) Purchaser obtaining, at Purchaser's sole cost and expense, boring, percolation, and other soil tests determining the physical characteristics of the sub-strata of the Land and showing that the soil and ground water are not contaminated and that the Land is satisfactory, all in Purchaser's sole discretion, for the Intended Use. If the Phase I Environmental Site Assessment ("**Phase I**")

recommends a Phase II Environmental Site Assessment (“**Phase II**”), then Purchaser may, at its sole cost and expense, obtain within thirty (30) days after receipt of the Phase I a Phase II and the Inspection Period shall automatically be extended ten (10) days after Purchaser’s receipt of the Phase II. Purchaser shall be entitled to terminate this Agreement by written notice to Seller at any time prior to the expiration of the Inspection Period, as may be extended, if the Phase I or Phase II is not acceptable to Purchaser, as determined in Purchaser’s sole discretion. If Purchaser terminates this Agreement under this subsection, Purchaser shall provide any Phase I or Phase II reports to Seller.

- (vi) Purchaser completing economic, marketing and any other feasibility studies it deems necessary to determine if the Land is suitable for its Intended Use. Purchaser shall be entitled to terminate this Agreement by written notice to Seller at any time prior to the expiration of the Inspection Period, as may be extended, if Purchaser deems, in its sole judgment, that the Land is not suitable for Purchaser’s Intended Use.
- (vii) That any Hazardous Materials (as defined below) present at, on, in or under the Land are at concentrations at or below those levels acceptable for residential uses.
- (viii) That the land is in compliance with Environmental Law (as defined below).
- (ix) That there is no underground storage tank(s) at, on, in or under the Land.
- (x) That the Land and any other real property owned or controlled by Seller or in which Seller has an interest, legal or equitable, is not subject to any proceeding, claim, liability, action, order, judgment, lien or listing under any Environmental Law, or the threat or likelihood thereof.
- (xi) Purchaser obtaining the approval of its Real Estate Investment Committee.

The term “**Hazardous Materials**” shall mean any substance or material that is regulated, defined or designated by any federal, state or local governmental authority as hazardous, extremely hazardous, imminently hazardous, dangerous or toxic, or as a pollutant, contaminant or waste, and shall include, without limitation, PCBs, lead, mercury, arsenic, volatile organic compounds, asbestos, asbestos containing materials, oil and petroleum products and byproducts at levels or concentrations detrimental to human health as of the Effective Date of

this Agreement. The term shall not include per- and polyfluoroalkyl substances (PFAS). The term “**Environmental Law**” shall mean all current federal, state and local statutes, regulations, ordinances and rules relating to (i) the emission, discharge, leaking, release or threatened release of a Hazardous Materials into the air, surface water, groundwater or land; (ii) the manufacturing, processing, use, generation, treatment, storage, disposal, transportation, handling, removal, remediation or investigation of a Hazardous Material; or (iii) the protection of human health, safety or the indoor or outdoor environment, including, without limitation, the Clean Air Act, the Federal Water Pollution Control Act, the Resource Conservation and Recovery Act, the Comprehensive Environmental Response, Compensation and Liability Act, the Occupational Safety and Health Act, all amendments thereto and successors thereof, all regulations promulgated thereunder, and their state statutory and regulatory counterparts as of the Effective Date of this Agreement.

9. Financing Period and Approvals.

- A. Purchaser shall have two hundred seventy (270) days following the Effective Date of the Agreement, as may be extended (the “**Financing Period**”) to obtain financing and all necessary development and governmental/quasi-governmental approvals, including, but not limited to, proper zoning approvals, architectural/aesthetic/visual approvals, site plan approvals, variance of use and/or development standards, environmental permits (collectively, “**Development Approvals**”) of Purchaser’s proposed development of the Land for its Intended Use. If Purchaser is not satisfied, in its sole and absolute discretion, that it has been or likely will be able to satisfy the conditions set forth in this **Section 9**, Purchaser may terminate this Agreement and the Earnest Money shall be disbursed in accordance with Section 3 of this Agreement.
- B. Seller agrees that Purchaser and its agents and representatives may come on the Land to perform and complete the activities and investigations set forth in this Agreement. Seller agrees to act in good faith to execute any documents reasonably requested by Purchaser for any approvals or consents in Seller’s role as an owner of real estate, but this provision shall have no effect on any request for decisions, determinations, approvals, consent, governmental reviews, permits, or other governmental actions – whether an exercise of administrative or legislative authority – of any board, commission, committee, or public body of the Seller.
- C. The purchase of the Land is subject to satisfaction, in Purchaser’s sole discretion, or waiver by Purchaser, within the Financing Period, as may be extended, of the following conditions:

- (xii) That the Land be finally and unconditionally zoned for Purchaser's Intended Use of the land with all necessary classifications, variances, permissions and exceptions required for such Intended Use of the Land. This shall include Purchaser obtaining the Development Approvals as well as all cross easements, reciprocal easement agreements and any other documents necessary to allow Purchaser's Intended Use of the Land. Purchaser shall be responsible for any costs associated with obtaining or drafting such documents.
- (xiii) That all permits, consents, approvals, permissions and other items required or desired by Purchaser to be obtained from all federal, state and local governmental, municipal, public and other officials, authorities, bodies and agencies have been obtained, or Purchaser has been able to determine to its satisfaction that the same are readily obtainable, in order to permit Purchaser's Intended Use of the Land, including, without limitation, environmental and ecological approvals and permits from federal, state and local environmental and natural resources agencies and authorities, if any such approvals or permits are required, subdivision plat approvals, site plan approvals and permits to connect to all utilities which Purchaser desires or requires to service the Land.
- (xiv) That Purchaser has completed engineering site analyses of the Land and determined, in its sole discretion, that it is feasible to utilize the Land for its Intended Use, including provision of storm water management on the Land and that gas, electricity, cable, telephone, water, storm and sanitary sewers and other utilities are or will be available to the Land at a reasonable cost and standard rates, and that all such utilities are sufficient size and capacity for Purchaser's Intended Use of the Land.
- (xv) That Purchaser obtains access to public thoroughfares adequate, in Purchaser's sole discretion, for its Intended Use.
- (xvi) As may be required, Purchaser obtaining any plat approvals and new tax parcel numbers necessary for the development of the Land or the legal conveyance of the Land from Seller to Purchaser at Closing (the "**Plat Approval**"). Purchaser shall cause the Land to be created as a separate lot, prepare all documents, surveys and/or site plans ("**Plat**") necessary to obtain Plat Approval. The Plat shall dedicate and convey all real estate, easements and rights-of-way to the applicable governmental authority or utility as shall be necessary or required. Prior to submitting the Plat to the required applicable third parties and/or governmental authorities for approval, Purchaser shall provide Seller a copy for Seller's

approval and consent. Once the proposed Plat is submitted to the governmental authorities, no change shall be made to such proposed Plat without the prior written consent of Seller.

- (xvii) Purchaser shall obtain equity and financing for the acquisition and proposed development, including, but not limited to the award and receipt of a tax credit reservation from MSHDA, of the Land upon terms reasonably acceptable to Purchaser.

10. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser and Escrow Agent the following:

1. Limited Warranty or Special Warranty Deed (“**Deed**”) conveying to Purchaser only such title to the Land as is held by Seller and only conveys such interest in the Land as Seller acquired at a tax foreclosure sale.
2. A duly executed and acknowledged Owner's Affidavit in a form satisfactory to enable the Escrow Agent to delete the standard general exceptions from Purchaser's title insurance policy and any loan policy, except to the extent limited by Seller's title being obtained through a tax foreclosure sale and Seller's limited knowledge of the Land;
3. A closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
4. Such transfer tax declarations and other disclosures and reports required by applicable state and local law in connection with conveyance of the Land;
5. A certification establishing that no federal income tax is required to be withheld under the Foreign Investment and Real Property Tax Act, or to consent to withholding of tax from the proceeds of sale as required;
6. Evidence satisfactory to Purchaser and Escrow Agent of Seller's authority to sell the Land;
7. Execute all other necessary documents reasonably required to close this transaction.

11. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller and Escrow Agent the following:

1. Pay the Purchase Price in the form of cash in United States currency or certified funds;

2. Execute a closing statement itemizing and approving all receipts and disbursements made in connection with the Closing;
3. Such transfer tax declarations and other disclosures and reports required by applicable state and local law in connection with conveyance of the Land;
4. Evidence satisfactory to Seller and Escrow Agent of Purchaser's authority to purchase the Land; and
5. Execute all other necessary documents reasonably required to close this transaction.

12. Closing Costs.

- (A) Purchaser shall pay for: (i) any Closing fee charged by the Escrow Agent in connection with this transaction; (ii) the cost of the title search and exam fee and related update fees and copy fees (iii) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing; (iv) all expenses incident to any loan obtained by Purchaser, including, but not limited to the cost of Lender's Title Insurance policy premium; (v) costs of all endorsements requested by Purchaser and/or Purchaser's lender; (vi) recordation of the Deed; and (vii) any other expenses stipulated to be paid by Purchaser under any other provisions of this Agreement.
- (B) Seller shall pay for: (i) cost of Owner's Title Insurance policy premium insuring Purchaser's title to the Land in the amount of the Purchase Price; (ii) cost of releasing existing liens and recording said releases (without waiving Seller's right to not cure the release of such liens); (iii) preparation of the Deed, Owner's Affidavit acceptable to Seller, and other transfer documents; and (iv) any other expenses stipulated to be paid by Seller under other provisions of this Agreement.

13. Title. Seller shall order a Commitment for Title Insurance (the "**Commitment**") and legible copies of all instruments affecting and benefitting the Land and recited as exceptions in the Commitment from Escrow Agent within ten (10) days of the date of this Agreement.

14. Survey. Within ten (10) days of the date of this Agreement, Purchaser may order, at its own expense, a staked topographical survey, which survey shall comply with Minimum Standard Detail Requirements meeting the current accuracy standards for ALTA/NSPS Land Title Surveys (the "**Survey**"). The Survey shall be certified as of a current date by a registered engineer or surveyor and shall show the exact location of all improvements, building setback lines, easements, rights-of-way and encroachment affecting the Land, and all other matters apparent thereon and the relation of the Land to all adjacent properties and public thoroughfares.

Further, the Survey shall reflect whether the Land is located in a designated flood zone area, the zoning of the Land and shall certify as to the gross and net acreage. The Survey legal description of the Land shall be used in the Deed conveying the Land to Purchaser.

15. Title and Survey Approval. If Purchaser has an objection to items disclosed in the Commitment or the Survey provided for herein, Purchaser shall provide a copy of both the Survey and Commitment to Seller and make any and all written objections to Seller within twenty (20) days after Purchaser has received both the Survey and the Commitment. Any exceptions to title reflected on the Commitment to which Purchaser fails to timely object shall be deemed a permitted exception (“**Permitted Exceptions**”). Seller shall have twenty (20) days from the date such objections are disclosed to cure the same and the Inspection Period shall be automatically extended to and including ten (10) days after Seller notifies Purchaser in writing of Seller’s cure. Seller agrees to utilize commercially reasonable efforts to cure such objections. If the objections are not cured to Purchaser’s satisfaction, as determined by Purchaser in its sole discretion, within such time period, Purchaser may (a) terminate this Agreement or (b) waive the unsatisfied objections and proceed to close the transaction in accordance with this Agreement. Purchaser may re-examine title to the Land up to and including the Closing Date and give Seller written notice of any additional objections appearing of record subsequent to the date of Purchaser’s initial examination, in which event Closing shall be delayed ten (10) days to allow time for Seller to cure such objections. Purchaser shall have the right to terminate this Agreement if such additional objections are not cured to Purchaser’s sole satisfaction, as determined by Purchaser in its sole discretion, within such time period or Purchaser may waive such additional objections and proceed to Closing within three (3) business days.

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

C. There is no litigation, proceeding or investigation pending or, to Seller’s knowledge, threatened against or involving Seller or the Land during Seller’s ownership of 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 based on knowledge and records that have currently been reviewed by and are in the possession of the current Township Board of Seller

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

E. Except as may be disclosed in Documents (as defined in "F" below), the current Township Board of Seller believes Seller is in full compliance with all requirements of federal, state and local 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.

F. 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 ("Documents") of which the current Township Board of Seller is aware or the current Township Board is aware is in Seller's possession or control.

G. Seller makes the following representations and warranties based upon OFAC (as defined below) compliance concerns:

- i. Neither a Sanctioned Person nor Sanctioned Entity (each as defined below) will benefit directly or indirectly through the sale and purchase of the Land or any other transaction completed herein.
- ii. Seller is neither directly nor indirectly controlled by a Sanctioned Entity or Sanctioned Person.
- iii. Neither Seller, not any subsidiary of Seller, nor any affiliate of the Seller (a) is a Sanctioned Person, (b) has more than an insubstantial portion of its assets located in Sanctioned Entities, or (c) derives more than an insubstantial portion of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Entities.
- iv. As used in this Agreement:
 - a. "OFAC" means The Office of Foreign Assets Control of the U.S. Department of the Treasury.
 - b. "Sanctioned Entity" means:
 - (x) An agency of the government of,

(y) An organization directly or indirectly controlled by, or

(z) A person or residence that is subject to

a country sanctions program administered and enforced by OFAC described or referenced at OFAC's website <http://www.ustreas.gov/offices/enforcement/ofac> or as otherwise published from time to time.

c. "**Sanctioned Person**" means a person named on the list of Specially Designated Nationals maintained by OFAC available at or through OFAC's website <http://www.ustreas.gov/offices/enforcement/ofac> or as otherwise published from time to time.

The foregoing representations are true, correct and complete, and the foregoing warranties are in full force and effect and binding on Seller, as of the Effective Date of this Agreement, and shall be true and correct and in full force and effect, as the case may be, and deemed to have been reaffirmed and restated by Seller as of the Closing Date, shall survive Closing, and shall not be deemed merged into any instrument of conveyance delivered at Closing, and shall inure to the benefit of and be enforceable by Purchaser, its successors and assigns.

17. 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.

C. Purchaser makes the following representations and warranties based upon OFAC compliance concerns:

i. Neither a Sanctioned Person or Sanctioned Entity will benefit directly or indirectly through the sell and purchase of the Land or any other transaction contemplated herein.

- ii. Purchaser is neither directly nor indirectly controlled by a Sanctioned Entity or Sanctioned Person.
- iii. Neither Purchaser, nor any subsidiary of Purchaser, nor any affiliate of the Purchaser (a) is a Sanctioned Person, (b) has more than an insubstantial portion of its assets located in Sanctioned Entities, or (c) derives more than an insubstantial portion of its operating income from investments in, or transactions with, Sanctioned Persons or Sanctioned Entities.

18. 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, Escrow Agent release any Earnest Money deposited by Purchaser to Seller as Seller's sole and exclusive remedy. Purchaser and Seller agree that the amount of actual damages which Seller would suffer as a result of Purchaser's default of its obligations hereunder would be extremely difficult to ascertain and have agreed, after specific negotiations relating thereto, that the Earnest Money and any Additional Earnest Money are a reasonable estimate of Seller's damages and are not intended to constitute a penalty.

B. Seller's Default; Purchaser's Remedies. In the event Seller fails to timely perform any material act, provide any material document or information required to be provided by Seller or close on the sale of the Land, then Purchaser shall be entitled to terminate this Agreement and return of the Earnest Money

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. Notwithstanding the foregoing, this Agreement shall automatically terminate six hundred (600) days from the Effective Date of this Agreement without any Notice of Default from either party.

19. Sale and Assignment of Agreement. This Agreement shall be binding upon and inure to the benefit of the parties hereto and their respective heirs, executors, administrators, legal representatives, successors, and assigns; however, Purchaser shall have the right to assign this Agreement with the approval of Seller, which approval shall not be unreasonably denied or withheld, including all obligations hereunder, to an affiliate of Purchaser (such entity to which this Agreement is assigned is the "**Assignee**"). In the event of such assignment, Purchaser and Assignee shall execute and deliver to Seller an Assignment and Assumption Agreement ("**Assignment Agreement**"). Thereafter, such Assignee shall be the Purchaser under this

Agreement, and Union Development Holdings, LLC shall have no further rights, obligations or liabilities to Seller under this Agreement.

20. Right to Split Land. The Land may be located within the vicinity of farmland or farm operations. 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 word shall be inserted on the line before divisions and has been intentionally left blank.

21. 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: CLERK
3525 Byron Rd
Howell, MI 48855
Phone: _____
Email: _____

With a copy to:

Fahey Schultz Burzych Rhodes PLC
Attn: Christopher S. Patterson
4151 Okemos Road
Okemos, MI 48864
Phone: 517-381-3205
Email: cpatterson@fsbrlaw.com

To Purchaser:

Union Development Holdings, LLC
c/o The Annex Group, LLC
Attention: Ryan Clark, Director of Development
409 Massachusetts Ave., Suite 300
Indianapolis, IN 46204
Phone: 317-674-6599
Ryan@theannexgrp.com

With a copy to:

Krieg DeVault LLP
Attn: Julie M. Elliott, Senior Counsel
12800 N. Meridian Street, Suite 300
Carmel, IN 46032
Phone: 317-238-6341
Email: jelliott@kdlegal.com

E. Seller 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 Purchaser harmless against any and all liability, loss, cost, damage and expense (including, but not limited to, attorneys' fees and costs of litigation) that the Purchaser 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.

F. Seller acknowledges and agrees that if, as of the Effective Date, there is a farm lease or any type of agreement allowing anyone to farm all or any portion of the Land, Seller shall assign such farm lease to Purchaser.

G. Seller shall bear the entire risk of loss until Closing. Insurance shall be canceled as of the Closing Date and the Purchaser shall be responsible for providing its own insurance.

H. This Agreement is intended to be performed in accordance with, and only to the extent permitted by, all applicable laws, ordinances, rules and regulations, and is intended, and shall for all purposes be deemed to be, a single, integrated document setting forth all of the agreements and understandings of the parties hereto. If any term or provision of this Agreement or the application thereof to any person or circumstance shall for any reason and to any extent be held to be invalid or unenforceable, then such term or provision shall be ignored, and to the maximum extent possible, this Agreement shall continue in full force and effect, but without giving effect to such term or provision and shall not be modified or amended except by an instrument in writing signed by or on behalf of Seller and Purchaser.

I. If any date specified herein is, or any time period specified herein expires on, a Saturday, Sunday or holiday, then such date or the expiration date of such period, as the case may be, shall be extended to the next succeeding business day.

J. This Agreement may be executed in any number of identical counterparts each of which shall be considered an original but together shall constitute but one and the same. The parties agree that executed copies of this Agreement sent via electronic mail are binding.

K. Should any provision of this Agreement require judicial interpretation, it is agreed that the court interpreting or construing the same shall not construe this Agreement against one party more strictly by reason of the rule of interpretation that a document is to be construed more strictly against the other party, though it or its agent prepared the same, it being agreed that the agents of each party have participated in the preparation of this Agreement and that each party thereto consulted with independent legal counsel of its own selection or had the opportunity to consult with such legal counsel prior to the execution of this Agreement.

L. Purchaser and Seller shall maintain the confidentiality of the terms of this transaction and the contents of this Agreement and all documents supplied to or obtained by Purchaser in connection with its due diligence of the Land, and any related documents, subject to disclosure on a "need to know" basis to attorneys, clients, potential lenders, actual lenders, equity investors, accountants, architects, appraisers, engineers, contractors and consultants, as permitted by applicable law or judicial process, or as required to be provided to governmental and quasi-governmental bodies, agencies and employees in connection with any entitlement or other processes in which Purchaser engages with respect to its inspection of the Land.

M. Upon Seller's execution of this Agreement, Seller and Seller's agents shall refrain from all further marketing efforts for the Land until the termination of this Agreement.

N. This Agreement has been negotiated and prepared through mutual efforts and input of the parties hereto and have had the opportunity to have it reviewed by their respective attorneys.

Nothing in this Agreement shall be construed more strictly or narrowly against either party by reason of its (or its attorneys') role in the drafting of this Agreement.

[Signature page to follow]

EXHIBIT A

Legal Description of Land

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

IN WITNESS WHEREOF, the parties hereto have executed this Agreement as of the Effective Date.

SELLER:

HOWELL TOWNSHIP,
a General Law Township of Michigan

By: _____

Its: _____

PURCHASER:

Union Development Holdings, LLC,
an Indiana limited liability company

By: K.D. Bach
Kyle D. Bach, Managing Member

AGENDA ITEM

10F

HOWELL TOWNSHIP BOARD
RESOLUTION FOR THE SALE OF PROPERTY
Resolution No. 10.19.470

At a regular meeting of the Township Board, Howell Township, Livingston County, Michigan ("Township") held at 3525 Byron Road, Howell, Michigan, on the 14th day of October, 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")

Tax ID #

4706-25-100-028 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 Union Development Holding, LLC c/o The Annex Group, LLC.

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 10/14/2019 (the "Purchase Agreement") by and between HOWELL TOWNSHIP, Union Development Holding, LLC c/o The Annex Group, LLC ("Purchaser") for real estate situated in the Howell Township, Livingston County, Michigan at Commonly known as and identified as a part of Tax ID # 4706-25-100-028 ("the Property")

1. 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 approximately 52.12 acres, which offer is attached hereto as Exhibit A.
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

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 14th day of October 2019.

Jean Graham, Township Clerk
Howell Township

AGENDA ITEM

11B

ROAD FUND

	Mar-19	Apr-19	May-19	Jun-19	Jul-19	Aug-19	Sep-19	Oct-19	Nov-19	Dec-19	Jan-20	Feb-20	Mar-20	Apr-20	May-20	Jun-20
Beginning Fund Balance	\$1,235,898	\$1,235,898	\$1,235,898	\$1,235,898	\$1,213,514	\$1,016,137	\$990,345	\$875,532	\$852,838	\$852,838	\$962,838	\$1,072,838	\$1,182,838	\$1,182,838	\$1,182,838	\$1,182,838
Property Tax Revenue										\$110,000	\$110,000	\$110,000				
Allen Rd (Owosso-Crandall)					\$44,922											
Owosso Rd (Allen-Grand River)					\$152,455											
Fisher Rd (Oak Grove-curve)							\$66,638									
Henderson Rd (Brewer-Oak Grove)							\$48,175									
Road Chloride Expense				\$22,384		\$25,792		\$22,694								
Ending Fund Balance	\$1,235,898	\$1,235,898	\$1,235,898	\$1,213,514	\$1,016,137	\$990,345	\$875,532	\$852,838	\$852,838	\$962,838	\$1,072,838	\$1,182,838	\$1,182,838	\$1,182,838	\$1,182,838	\$1,182,838

Beginning Fund Balance
Property Tax Revenue
Allen Rd (Owosso-Crandall)
Owosso Rd (Allen-Grand River)
Fisher Rd (Oak Grove-curve)
Henderson Rd (Brewer-Oak Grove)
Road Chloride Expense
Ending Fund Balance

Howell Township Clerk

From: Howell Township Deputy Treasurer
Sent: Wednesday, September 25, 2019 6:54 AM
To: Howell Township Clerk
Subject: FW: Chloride Application

From: Don Hibbard [mailto:don.hibbard@gmail.com]
Sent: Tuesday, September 24, 2019 6:53 PM
To: Howell Township Deputy Treasurer <office@howelltownshipmi.org>
Subject: Re: Chloride Application

Ms. Makushik -

I trust that this correspondence will be forwarded to the Clerk and be included in an upcoming Howell Township Board packet. Thanks.

On Mon, Sep 23, 2019 at 8:02 AM Howell Township Deputy Treasurer <office@howelltownshipmi.org> wrote:

I have forwarded your email to our Treasurer, Jonathan Hohenstein.

Carol Makushik

Deputy Treasurer

Howell Township

Office Hours - Monday - Thursday 8:00 am to 5:00 pm

CLOSED - FRIDAY and **most** Legal Holidays

(517) 546-2817 Ext.102

(517) 546-1483 - fax

office@howelltownshipmi.org

I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel – Maya Angelou.



From: Don Hibbard [mailto:don.hibbard@gmail.com]
Sent: Friday, September 20, 2019 6:51 PM
To: Howell Township Deputy Treasurer <office@howelltownshipmi.org>
Subject: Chloride Application

y: Howell Township Board

The current calcium chloride application rates for limestone treated roads in Howell Township is unnecessary and detrimental. It has been my observation over the last several years that while the current calcium chloride application rate is positive for regular gravel roads, it leaves limestone treated roads a deeply tracked, slimy, corrosive mess that takes multiple days for the road surface to recover.

The main purpose for spending the money to surface a gravel road with the limestone mixture is to provide a hard and nearly dust free surface. Why should there be a continued expense for chloride application, when that money can be applied to much more useful road maintenance.

For 2020, please consider ending or at least, greatly reducing the calcium chloride application rate for limestone treated roads.

Howell Township Treasurer

From: Howell Township Deputy Treasurer
Sent: Monday, September 23, 2019 8:01 AM
To: Howell Township Treasurer
Subject: FW: Bowen Road Ditch Condition

Carol Makushik
Deputy Treasurer
Howell Township
Office Hours - Monday - Thursday 8:00 am to 5:00 pm
CLOSED - FRIDAY and **most** Legal Holidays
(517) 546-2817 Ext.102
(517) 546-1483 - fax
office@howelltownshipmi.org

I've learned that people will forget what you said, people will forget what you did, but people will never forget how you made them feel – Maya Angelou.



From: Don Hibbard [mailto:don.hibbard@gmail.com]
Sent: Friday, September 20, 2019 11:14 AM
To: mail@livingstonroads.org; Howell Township Deputy Treasurer <office@howelltownshipmi.org>
Subject: Bowen Road Ditch Condition

All -

Ditches on Bowen Road between Tooley and Brewer are in desperate need of maintenance. The ditches have not been maintained since this section of Bowen Road received the limestone topcoat years ago. Since that time, vegetation/topsoil has filled the ditches and this causes two problems; 1) Water no longer flows into the ditches and road erosion occurs on the hills during heavy rains due to water running in the roads. 2) When the roads are graded, grass clumps and other organic material are dragged into the road degrading the limestone treatment. Please consider Bowen Road high priority for ditch maintenance. Thanks.

AGENDA ITEM

11D

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
PA19-008	RAILROAD RIGHT OF WAY	317 W MARR RD	\$25.00
Work Description: SOUTH SIDE OF MARR ROAD EAST OF THE RAIL ROAD TRACKS IN THE RIGHT OF WAY. ADDRESS IS FOR AN ELECTRICAL METER FOR CROSSING SIGNAL.			
PA19-006	LIVINGSTON COUNTY AIRPO	3419 COUNTY AIRPORT DR	\$25.00
Work Description: AT THE END OF COUNTY AIRPORT DRIVE ON THE SOUTH SIDE .			
PA19-007	SMART 1 HOLDINGS LLC	1100 DURANT DR	\$25.00
Work Description: SOUTH OF HIGHLAND RD ON THE EAST SIDE OF DURANT DR			
Total Permits For Type:			3
Total Fees For Type:			\$75.00

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
P19-111	COMMON SAIL STORAGE LLC	3419 COUNTY AIRPORT DR	\$50.00
Work Description: NEW HANGAR ON THE LIVINGSTON COUNTY AIRPORT PROPERTY. 20,400 SQ FT, 17,00 SQ FT HANGAR AND 3,400 SQ FT OF OFFICE.			
P19-114	SKR LLC	3717 PARSONS RD	\$150.00
Work Description: REMOVE EXITING OFFICE THAT WAS DAMAGED BY FIRE.			
P19-115	SKR LLC	3717 PARSONS RD	\$250.00
Work Description: 756 SQ FT OFFICE ADDITION TO A COMMERCIAL / INDUSTRIAL BUILDING.			
P19-132	E A & S INVESTMENTS #5 BAB	1051 AUSTIN CT	\$50.00
Work Description: INTIORER ADDITIONS AND REMODELING			
P19-135	CRAWFORD BROTHERS	1385 N BURKHART	\$50.00
Work Description: RE-ROOF			
Total Permits For Type:			5
Total Fees For Type:			\$550.00

Grading

Permit #	Contractor	Job Address	Fee Total
P19-136	TOWER INVESTMENT PROPER	3755 N TOWER DR	\$250.00
Work Description: GRADING PERMIT			
P19-119	SMART 1 HOLDINGS LLC	1100 DURANT DR	\$250.00
Work Description: TREE CLEARING, MASS GRADING, DETENTION POND AND SWALES CONSTRUCTION.			
Total Permits For Type:			2
Total Fees For Type:			\$500.00

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P19-112	ALBERTSON DEBERA	5749 CRANDALL	\$50.00
Work Description: 6' X 8' WOOD DECK AT ABOVE GROUND POOL. 6 FT PRIVACY FENCE ON TWO SIDES OF THE POOL.			
P19-131	PENNALA ERIC AND REBECC	5641 W ALLEN	\$75.00
Work Description: 1,340 SQ FT ATTACHED GARAGE, 448 SQ FT BASEMENT AND A LOFT.			
P19-126	GONTAREK CANDACE AND S	4500 W MARR	\$75.00
Work Description: 30' X 40' POLE BARN ON NE CORNER OF PROPERTY. OKAYED BY JOE DAUS.			
P19-128	ORDAN DANIEL & LEISA	4409 N BURKHART	\$50.00
Work Description: DEMOLITION OF HOUSE AND BARN			
P19-133	SHELL JAMES M & CHRISTIN	850 W MARR	\$50.00
Work Description: 8' X 44' COVERED PORCH ON FRONT OF HOME.			
P19-120	J P MORGAN CHASE BANK	300 E BARRON	\$10.00
Work Description: RE-ROOF HOME AND REPLACE GARAGE DOOR			
P19-117	WESTVIEW CAPITAL LLC	3250 HILL HOLLOW LN	\$105.00
Work Description: 1,651 SQ FT SINGLE STORY HOME ON A FULL BASEMENT THAT IS PARTIALY FINISHED. WITH A 3 CAR ATTACHED GARAGE AND A 10 X 10 PATIO.			
P19-130	WESTVIEW CAPITAL LLC	3034 IVY WOOD CIR	\$105.00
Work Description: 1,830 SQ FT 2 STORY DWELLING ON A FULL UNFINISHED BASEMENT, A 2 CAR ATTACHED GARAGE AND A 10 X 10 PATIO.			
P19-129	WESTVIEW CAPITAL LLC	3038 IVY WOOD CIR	\$105.00
Work Description: 1,736 BI-LEVEL DWELLING. FINISHED LOWER LEVEL. ATTACHED GARAGE AND A 10 X 10 DECK.			
P19-127	HAY GAIL M	3240 WARNER	\$75.00
Work Description: 2,067 SQ FT SINGLE STORY DWELLING ON A FULL BASEMENT WITH AN ATTACHED GARAGE AND A REAR DECK			

P19-124	DOUGLAS MICHAEL B	2715 STARLITE DR	\$75.00
Work Description: 24' X 31' DETACHED METAL BUILDING			
P19-121	STEINBERGER RICKY & SAND	2710 ARMOND	\$50.00
Work Description: ROOF MOUNTED SOLAR PANELS			
P19-113	CHUMLEY BENJAMIN & HANN	33 EDGEMONT	\$50.00
Work Description: 12' X 40' GREEN HOUSE			
P19-118	BRAUN JONATHAN AND SARA	2135 OAK GROVE RD	\$10.00
Work Description: RE-ROOF, NO STRUCTURAL CHANGES.			
P19-123	MASON LOUIS	1297 EDGEBROOK DR	\$50.00
Work Description: 4 FT FENCE AROUND BACK YARD			
P19-116	BUTKOVICH MELISSA	1330 CRESTWOOD	\$75.00
Work Description: 20 X 25 DETACHED GARAGE			
P19-125	LAMAY RICHARD AND KRISTE	4487 GRAPE VINE	\$10.00
Work Description: TEAR OFF AND REROOF HOUSE ONLY - NO STRUCTURAL CHANGES - RECOVER SHED			
P19-134	HUNSANGER KIMBERLY	4732 TURTLE CRK	\$10.00
Work Description: RE-ROOF HOUSE, NO STRUCTURAL CHANGES.			
P19-122	DEMARCO ERIC	1969 LAYTON	\$10.00
Work Description: STRIP AND INSTALL NEW FAF ROOF SYSTEM, NO STRUCTURAL CHANGES.			

Total Permits For Type: 19
Total Fees For Type: \$1,040.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
P17-212	G L B PARTNERS LLC	3250 HILL HOLLOW LN	\$0.00
Work Description:			
PWS19-014	WESTVIEW CAPITAL LLC	3034 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-016	WESTVIEW CAPITAL LLC	3038 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-040	HAY GAIL M	3240 WARNER	\$4,830.00
Work Description:			
PWS19-038	COMMON SAIL STORAGE LLC	3419 COUNTY AIRPORT DR	\$0.00

Work Description:

PWS19-036	DAVIS STEVEN AND IMARISIO	2442 FISHER RD	\$0.00
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Work Description:

Total Permits For Type: 6

Total Fees For Type: \$4,830.00

Water Connection

Permit #	Contractor	Job Address	Fee Total
P17-211	G L B PARTNERS LLC	3250 HILL HOLLOW LN	\$0.00
Work Description:			
PWS19-015	WESTVIEW CAPITAL LLC	3034 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-017	WESTVIEW CAPITAL LLC	3038 IVY WOOD CIR	\$0.00
Work Description:			
PWS19-041	HAY GAIL M	3240 WARNER	\$4,830.00
Work Description:			
PWS19-039	COMMON SAIL STORAGE LLC	3419 COUNTY AIRPORT DR	\$0.00
Work Description:			

Total Permits For Type: 5

Total Fees For Type: \$4,830.00

Report Summary

Population: All Records
Permit.DateIssued Between
9/1/2019 12:00:00 AM AND
9/30/2019 11:59:59 PM

Grand Total Fees: \$11,825.0

Grand Total Permits: 40

AGENDA ITEM

11E

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

MTT UPDATE:

Burkhart Ridge v Howell Township: Prehearing Conference scheduled was held on September 12, 2019. Petitioner withdrew the 2018 appeal at the hearing. Judge asked that the petitioner to refile the 2019 appeal separately.

Chestnut Development LLC v Howell Township: Filed answer to appeal on July 15th. Prehearing General Call set for May 18, 2020 with valuation disclosure due by February 19, 2020.

Chestnut Development LLC v Howell Township: Filed answer to appeal on July 15th. Prehearing General Call set for May 18, 2020 with valuation disclosure due by February 19, 2020.

Chestnut Crossing LLC v Howell Township: Filed answer to appeal on July 15th. Prehearing General Call set for May 18, 2020 with valuation disclosure due by February 19, 2020.

Amerilodge v Howell Township: Filed answer to appeal on August 21st. Waiting for General Call Hearing date. Reached out to the petitioner's counsel in an attempt to get the financial information for the last 3 years. The appropriate valuation technique in this instance is the income approach to value. Have not heard back from opposing counsel.

SMALL CLAIMS TRIBUNAL: No pending litigation.

ASSESSING OFFICE:

ASSESSOR: Finished the majority of the planned fieldwork for the year. Started gathering information on how to utilize oblique imagery to supplement the fieldwork requirement.

OTHER: Attended waste water treatment plant meetings. Worked with health insurance vendor on new plan year. Contacted liability insurance carrier to get an audit done of our waste water treatment plant assets. This will hopefully lead to a reduction in annual premium.

AGENDA ITEM

11H

**HOWELL TOWNSHIP
PLANNING COMMISSION MEETING
SEPTEMBER 24, 2019 SYNOPSIS**

- Meeting began at 6:30 P.M.
- Parks Report: Sidewalk & Pathway Ordinances have been approved by the Township Board. Next step is to conduct feasibility studies. Grants to cover costs are in the works. One grant proposal has been submitted by Vice-Chair Haglund.
- Preliminary site plan review: Bedrock Ventures, LLC, parcel #4706-32-300-003, file #PC-2019-11
 - **MOTION** carried 7 to 0 “To recommend approval of the preliminary site plan review for Bedrock Ventures, LLC, file #pc-2019-11, parcel id #4706-32-300-003, provided all items are addressed in the Planner’s Review dated September 19, 2019, the Engineer’s Review dated September 17, 2019, and all other applicable governmental agencies.”
- Innovation Zone District – Zoning Ordinance and Map changes
 - **MOTION** carried 7 to 0 “To schedule a public hearing for the Innovation Zone District and changes to the Zoning Map for the November 26, 2019 Planning Commission Meeting.”
- Updated Non-Motorized Plan
 - **MOTION** carried 7 to 0 “To schedule a public hearing for the updated non-motorized plan for the October 22, 2019 Planning Commission Meeting.”
- **MOTION** carried “To adjourn.” at 7:37 P.M.

AGENDA ITEM

111

HOWELL TOWNSHIP ZONING BOARD OF APPEALS
SYNOPSIS: SEPTEMBER 23, 2019

1. Motion passed to approve Petitioner, Jason Reed, file #PZBA-2019-05, parcel ID #4706-04-300-012, 5204 Crandall Rd. for a -170 ft. variance to Article XIV: Supplemental Regulations, Section 14.07 Accessory Building Provisions, Item B to allow for construction of a detached accessory structure in the front yard.
2. Motion passed to approve Petitioner, Dan Davenport, on behalf of the property owners, file #PZBA-2019-06, parcel ID #4706-24-200-025, 2665 Fisher Rd. for a variance to Article XIV: Supplemental Regulations, Section 14.07, Item B to allow for existing accessory structures to be located in front of the principal structure's rear line, ensuring that a principal structure can be built once the property is split.
3. Motion passed to approve Petitioner, Dan Davenport, on behalf of the property owners, file #PZBA-2019-06, parcel ID #4706-24-200-025, 2665 Fisher Rd. for a variance to Article XIV: Supplemental Regulations, Section 14.07, Item G to allow for three existing accessory structures on the property without a principal structure present.
4. Motion passed to approve Petitioner, Tanger Properties, File #PZBA-2019-07, Parcel ID #4706-29-400-008, 1475 N. Burkhart Rd. for a -136 sq. ft. dimensional variance to Article: XIX: Sign Regulations, Section 19.08: Permitted Signs in NSC, RSC, RT, HSC, HC, & I to allow for a wall sign larger than 200 sq. ft.
5. Motion passed to approve Petitioner, Tanger Properties, File #PZBA-2019-07, Parcel ID #4706-29-400-008, 1475 N. Burkhart Rd. for a variance to Article XIX: Sign Regulations, Section 19.08: Permitted Signs in NSC, RSC, RT, HSC, HC, & I to allow for the installation of an additional sign.
6. Motion passed to approve Petitioners, Patty & George Londy, file #PZBA-2019-08, Parcel ID #4706-21-400-015, 2061 Tooley Rd. for a -224 ft. dimensional variance to Article XIV: Supplemental Regulations, Section 14.26: Fences, Item E.2, to allow for construction of a fence in the front yard.
7. Enter into Closed Session (7:22 P.M.), ended Closed Session (7:35 P.M.)
8. Motion passed to agree with interpretation of requestor, Chestnut Development, LLC, File #PZBA-2019-09, Parcel #4706-27-100-025, M-59, to Article II, Section 2.02 that 'driveways' are not considered a 'structure' according to the Zoning Ordinance.
9. Motion passed to approve Petitioner, Chestnut Development, LLC, File #PZBA-2019-09, Parcel ID #4706-27-100-025, M-59, for a -6 ft. variance to Article VII: MFR District, Section 7.06, Item E, to allow for existing grade-level patios within side yard setbacks.
10. Motion passed to adjourn meeting at 7:47 P.M.

AGENDA ITEM

11J

Howell Township
Waste Water Treatment Plant
Meeting: September 26, 2019 11am

Attending: James Soper, Greg Tatara, Jim Aulette, Brent Kilpela, Jonathan Hohenstein

Please see James's attached report for details on the plant operation.

Skimmers: Have had the parts, looking to get them installed soon. James will be calling the Drain Commissioner for a boat to perform the work.

Non-Potable Water System: James will be getting with MHOG soon to get a meter and try to get the system up and working before proposing a permanent change.

EQ Basin: James will be looking into this project soon.

Sludge Removal: Biotech pumped the tanks in August.

pH Issues: James would like to add a system to our ferric chloride to pace the flow of ferric to the flow through the plant. Ferric Chloride is an acid and the plant has been having pH violations and the need to add soda ash to bring the pH back within range of the permit. **Recommend approval for UIS to provide and install ferric chloride flow pacing equipment not to exceed \$4,500, as presented.** James will be looking into pH monitoring throughout the plant. Greg has recommended checking the pH throughout the plant and figuring out where the issues are and then discussing possible remedies.

Cleaning: Greg and Jim recommended having M&K jet and vac. known trouble areas before winter. Greg will send James GIS maps with the areas highlighted.

Respectfully submitted,
Jonathan Hohenstein

Summary

Please find in this report details that describe the monthly operating characteristics and performance of the wastewater treatment plant and lift stations, as well as other noteworthy items that occurred in August. We are always available to discuss any of these matters in greater detail if you have any further questions or comments. There were six daily minimum effluent pH violations in August. The details of the violations are described in greater detail below. We are thankful for the continued opportunity to partner with Howell Township.

Items Requiring Action

We would like further discussion and consideration on the following:

Criticality**	Request	Impact	Est. Cost	Timing
High	Flow pace the ferric feed pumps to the effluent flow meter	Has the potential to eliminate low limit pH violations. More effective use of ferric that should reduce the annual consumption. This will enable automatic read time adjustments of the ferric chemical feed to increase and decrease as the flows through the plant fluctuates.	\$4,375	Proposal attached
High	Detail collection system maintenance scope in a contract revision that includes additional staffing and reallocate resources.	Developing a collection system maintenance program and proactive collection system checks for areas that need cleaning. Addressing grease problems. Organize sewer cleaning and televising. Response to customer service calls and new tap/cut off inspections. Mercury minimization plan sampling and reporting.	TBD	Inframark is developing a proposal that will be presented to the Howell Township Board.

Criticality**	Request	Impact	Est. Cost	Timing
High	Replace one UV system module. UV system currently has 3 of original 4 UV modules in service. module.	Bring UV system back to original capacity with 4 working modules.	\$30,000	Inframark is communicating with Ultra Tech to define all the costs. A detailed proposal is forthcoming.

Operations

The treatment plant experienced effluent pH daily violations on August 1, 2, 4, 5, 7 and 8, . We are continuing to experience difficulties maintaining a constant effluent pH above 6.5 SU while also dosing ferric to maintain effluent total phosphorus results below 0.50 mg/L . The chemical ferric chloride is added to the process to remove the phosphorus. However, ferric chloride is an acid and lowers the pH. Too little addition of ferric results in high effluent phosphorus and too much results in low effluent pH. This leaves a small target window for dosing that changes as conditions in the plant change. We conducted a conference call discussion with the Inframark internal operation support team and came away with the following recommendations. The first recommendation to flow pace the ferric chemical feed pumps. The other action items are recommended if flow pacing of the chemical feed pumps does not deliver the desired results.

- Investigate the possibility of flow pacing the ferric chloride chemical feed pumps with the effluent flow meter. Currently the dosing of ferric is manually set and doses the same continuous rate even though flows vary widely throughout the day. A quote from UIS to flow pace the pumps is attached.
- Look into alternative chemicals that can be used to precipitate the phosphorus from the wastewater without lowering pH. Poly Aluminum Chloride (PAC) is an alternative option.
- Consider the addition of caustic soda after filtration to increase the pH prior to effluent sampling point.
- We are also evaluating the potential to add a second ferric chloride dosing point to the front portion of the biolac basin where the influent and RAS flows enter.

A copy of the treatment plant performance data can be found at the end of this report. You can see that all other operating parameters were within permit limits for the month.

Biotech did haul sludge in August, on the dates of the 15th, 18th and 20th. 46 loads were removed for a volume of 391,000 gallons.



Date September 23, 2019	Customer Howell Township WWTP	To James Soper Howell Township james.soper@inframark.com
Description Flow Pacing for Ferric Chloride		
Quote # 191361R2		
Estimator Ken Wesley	Email ken.wesley@uiscorp.com	

Scope of Work	Cost
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Furnish and install one (1) Allen Bradley Micro Logix 4-channel analog output card for the headworks building PLC to interface with the existing two Ferric feed pumps.

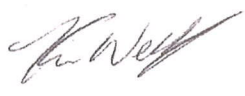
Provide one (1) day of service to interface existing effluent flow meter signal with two existing Ferric Chloride feed pumps to provide chemical feed flow pacing.

Provide necessary PLC programming to provide the Effluent flow signal to the two existing Ferric pumps for flow pacing.

Provide necessary programming of the two existing Ferric feed pumps to provide Effluent flow pacing.

Provide startup services.

Total \$4,375.00

UIS SCADA Approved by 

Date September 23, 2019

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.

Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.

This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

1. Offer.
These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., UIS SCADA, Inc., and/or UIS Renewable Power, Inc. (collectively, "Seller"). These Terms are incorporated into each and every Order Confirmation issued by Seller to a purchaser of such Products or Services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the Products and/or provide the Services identified in the Order Confirmation and otherwise to enter into the agreement that the Order Confirmation and these Terms describe, and the Order Confirmation and these Terms shall be the complete and exclusive statement of such offer and agreement.

2. Acceptance.
A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to these Terms and the terms and conditions expressly referenced on the face of the Order Confirmation, and shall not include any terms and conditions contained in Purchaser's purchase order. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Order Confirmation.

3. Prices.
Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable federal, state, local or foreign duties or taxes.

4. Payment Terms.
Unless otherwise expressly stated in the Order Confirmation, all accounts are payable in U.S. currency thirty (30) days from the date of Seller's invoice. Credit and delivery of Products shall be subject to Seller's approval. The Purchaser shall pay Seller for Services performed in accordance with the rates and charges set forth in the Order Confirmation. If the Purchaser objects to any portion of an invoice, the Purchaser shall notify Seller, in writing, within fourteen (14) calendar days of invoice receipt, identify the cause of disagreement, and pay when due any portion of the invoice not in dispute. Failure to provide notification shall constitute acceptance of the invoice as submitted. If Purchaser fails to pay undisputed invoiced amounts within the thirty (30) calendar days of the invoice date, Seller may at any time, without waiving any other claim against the Purchaser (including lien rights) and without thereby incurring any liability to the Purchaser, suspend or terminate the Order Confirmation. Purchaser is prohibited from and shall not setoff against or recoup from any invoiced amounts due or to become due from Purchaser or its affiliates any amounts due or to become due to Seller or its affiliates, whether arising under the Order Confirmation, any related purchase order or under any other agreement.

5. Shipping and Delivery.
All sales of Products are F.O.B. Seller's plant unless otherwise specified in the Order Confirmation. Responsibility of Seller shall cease upon delivery to and receipt of the Products by a common carrier at which point Purchaser will bear all risk of loss for the Products. Premium shipping expenses and/or other related expenses necessary to meet Purchaser's accelerated delivery schedules shall be the responsibility of Purchaser. Deliveries of orders placed by Purchaser may be changed, deferred or canceled only upon specific agreement in writing by Seller and Seller may condition such agreement upon Purchaser's assumption of liability and payment to Seller for: (a) a sum equal to the costs of work in process including costs accrued for labor and material; (b) any amount for which Seller is liable by reason of commitments made by Seller to its suppliers; and (c) any other loss, cost or expense of Seller as a result of such change, deferral or cancellation.

UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
(734) 424-1200

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

6. Proprietary Materials.

Seller shall have and retain all rights, title and interest, including all intellectual property rights, in and to all Products, Services and associated materials, including, without limitation, all related reports, specifications, designs and any other property, tangible or intangible, furnished by Seller in connection with or under the Order Confirmation or any related purchase order ("Proprietary Materials"). No Proprietary Materials created by Seller in connection with or pursuant to the Order Confirmation or any related purchase order shall be considered "works made for hire" as that term is used in connection with the U.S. Copyright Act.

7. Licenses.

Seller does not grant to Purchaser any license with respect to the Products, and any such license terms with respect to the Products shall be governed solely by the licenses, if any, provided solely by the third-party manufacturers of such products.

8. Design.

Seller is not responsible for the design of the Products and will not, under any circumstances, have any warranty, indemnification or other liability or obligations with respect to Products to the extent related to or arising out of the design and/or specifications for such Products. Suggestions by Seller as to design, use and suitability of the Products are made in good faith; provided, however, Buyer assumes full responsibility for accepting and/or using such suggestions.

9. Warranty.

- (a) Seller warrants, that at the time of delivery, the Products will conform to the specifications, if any, that are a part of the Order Confirmation. Purchaser understands and hereby expressly agrees that any claim for defective materials, defective manufacture, or any other claim with respect to the Products shall be made directly to the manufacturer of the Product and not the Seller. Seller makes no warranties, either express or implied, regarding defective materials, defective manufacture, or any other claim with respect to Products. Seller may, at its sole election, and as Purchaser's sole remedy, make an allowance, repair, or replace such quantity of the Products as shall prove to be defective, then Purchaser shall hold and make available for inspection and testing by Seller all Products claimed by Purchaser to be defective.
- (b) Services provided by Seller under an Order Confirmation will be performed in a manner consistent with that degree of care and skill ordinarily exercised by members of the same profession currently practicing under similar circumstances.

(c) THE SELLER DISCLAIMS, AND PURCHASER HEREBY EXPRESSLY WAIVES, ANY AND ALL OTHER WARRANTIES, WHETHER EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE PRODUCTS AND/OR SERVICES, AND/OR THE RESULTS OBTAINED FROM THEIR USE BY PURCHASER AND/OR ITS USERS, INCLUDING, WITHOUT LIMITATION, ANY STATUTORY OR IMPLIED WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE. SELLER SPECIFICALLY, BUT NOT BY WAY OF LIMITATION, DISCLAIMS ANY AND ALL LIABILITY FOR THE USE OR PERFORMANCE OF THE SERVICES AND/OR PRODUCTS SELECTED BY THE PARTIES HEREBY EXPRESSLY ACKNOWLEDGE AND AGREE THAT THE UNIFORM COMMERCIAL CODE AND ANY SPECIFIC STATE ADOPTIONS THEREOF SHALL NOT GOVERN THE RIGHTS AND OBLIGATIONS OF THE PARTIES UNDER THESE TERMS OR ANY ORDER CONFIRMATION.

10. Liability Limitation.

Specific performance shall not be available to Purchaser as a remedy in connection with Seller's providing of the Products and/or Services. Monetary damages against Seller shall be limited to the dollar amount charged to Purchaser for the applicable order placed by Purchaser and accepted by Seller for any of the Services and/or Products alleged to be the cause of any loss or damage, whether founded in contract, tort (including negligence), strict liability or otherwise, arising out of, or resulting from: (a) any order placed by Purchaser and accepted by Seller or Seller's performance or breach; or (b) the design, manufacture, delivery, sale, repair, replacement or use of any such Products. IN NO EVENT SHALL SELLER BE LIABLE TO PURCHASER FOR ANY SPECIAL, INDIRECT, EXEMPLARY, INCIDENTAL, PUNITIVE, OR CONSEQUENTIAL DAMAGES (INCLUDING, WITHOUT LIMITATION, LOSS OF ANTICIPATED PROFITS, LOSS OF USE, LOSS OF REVENUE AND COST OF CAPITAL) ARISING OUT OF OR RELATING TO THE ORDER CONFIRMATION, ANY RELATED PURCHASE ORDER, OR THE SERVICE AND/OR PRODUCTS. ANY AGREEMENT VARYING OR EXTENDING THE REMEDIES SPECIFICALLY STATED HEREIN WILL BE BINDING ON SELLER ONLY WHEN SPECIFICALLY AGREED TO IN WRITING BY SELLER AND SPECIFICALLY REFERENCING THIS SECTION.

11. Termination.

In the event that Purchaser fails to perform any of its obligations stated in the Order Confirmation or any related purchase order and fails to cure such breach within ten (10) days after receipt of written notice from the Seller specifying such breach, the Seller may at its option immediately terminate the Order Confirmation and/or any related purchase orders. Upon any such termination by Seller: (a) Seller shall be relieved of any further obligation to Purchaser (including, without limitation, any obligation with respect to delivery or transition of supply); (b) Purchaser shall be liable to Seller for the immediate payment of amounts then billed to date by Seller to Purchaser; (c) Purchaser shall purchase and pay Seller immediately for all raw materials, components, work in process and finished goods acquired by Seller in connection with the Order Confirmation and/or any related purchase orders; and (d) Purchaser shall immediately reimburse Seller for all other loss, cost or expense of Seller as a result of the termination of the Order Confirmation or any related purchase order.

12. Right of Entry.

If applicable, Purchaser shall provide for Seller's right to enter the property owned by the Purchaser and/or others in order for Seller to perform the Services in the Order Confirmation. The Purchaser agrees, to the fullest extent permitted by law, to indemnify and hold Seller and his or her consultants harmless from any claim, liability or cost (including reasonable attorneys' fees and costs of defense) for injury or loss arising or allegedly arising from procedures associated with testing or investigative activities or discovery of hazardous materials or suspected hazardous materials on said property.

13. Force Majeure.

Seller shall not be liable for any delay or failure to perform any obligation under this Agreement if such delay or failure is caused by circumstances beyond its reasonable control, including, without limitation, acts of God or public authority, riots or other public disturbances, labor disputes of any kind, electrical or power outages, utilities or telecommunications failures, earthquake, storms or other elements of nature, acts or orders of government, acts of terrorism or war, or acts by third parties, failure of Purchaser to provide required information, or the change in cost or availability of raw materials, components or services based on market conditions, supplier actions or contract disputes ("Force Majeure Event"). During a Force Majeure Event, Seller's obligations under the Order Confirmation and any related purchase order shall be suspended and Seller shall not have any obligation to provide Purchaser with Services from other sources or to pay or reimburse Purchaser for any additional costs to Purchaser of obtaining substitute Services, nor shall Seller be liable for any damages to Purchaser arising from or related to a Force Majeure Event.

14. Employee Solicitation

Employee Solicitation. Purchaser agrees not to hire, attempt to hire, or retain as consultants or otherwise, employees and/or consultants of Seller directly or through a third-party entity during the employment or consulting period and for a period of one (1) year subsequent to the employee's and/or consultant's last day of work for Seller regardless of the circumstances surrounding employee's cause of termination of employment.

15. Indemnification.

Purchaser holds harmless, indemnifies, and will defend Seller and its related or affiliated entities including their respective officers, agents and employees against any claims, liabilities, expenses, charges, or fines including attorney's fees and expenses to the extent directly or indirectly caused by Purchaser's (including those acting on behalf of Purchaser) (a) negligent acts of omissions and involving property damage or bodily injury; (b) breach of the terms of the contract between the parties; or (c) violation of applicable law. This provision shall apply even if there is concurrent negligence but shall not apply to property damage or bodily injury arising solely from Seller's negligence. Liability per above is not limited by limits of workers compensation coverage.

16. Waiver.

Waiver by Seller of any of the terms or conditions of the Order Confirmation shall be effective only if in writing and signed by Seller, and shall not constitute a waiver of such terms as to any subsequent events or conditions, whether similar or dissimilar. No course of dealing or custom in the trade shall constitute a modification or waiver by Seller of any right.

17. Survival

These Terms shall survive and continue in full force and effect following the expiration, cancellation or termination of an Order Confirmation and any related purchase order

18. Entire Agreement

The Order Confirmation, including these Terms and any other attachments, exhibits or supplements specifically referenced in the Order Confirmation, constitutes the entire agreement between Seller and Purchaser with respect to the matters contained in the Order Confirmation and supersedes all prior oral or written representations and agreements. Except as otherwise provided in these Terms, the Order Confirmation may only be modified by a written agreement signed by Seller.

19. Applicable Laws

Unless otherwise specified, the laws of the State of Michigan, except for its choice of laws provisions, shall govern these Terms.

Maintenance & Repair

A copy of the monthly maintenance report is attached. A total of 48 preventive maintains work orders were completed in August.

One row of diffuser assemblies have now been installed, minus one diffuser was placed in another row to replace one that had fallen off (this accounts for th original 13 that were ordered). We have ordered another set of new diffusers to swap out an additional row. The old diffuser assemblies have been taken apart into the individual parts, so we can go through them and replace the worn-out parts and retain for further use the parts that can be salvaged.

A copy of the lift station checks and run time data report is attached. The Grand River lift station experienced a problem that affected the recording of the run times. UIS found a relay that operates the level sensing had worked it's way out and caused the system to operate off of a float. The Grand River lift station was also cleaned due to grease and trash.

Kennedy was on site to diagnose the control panel on the recycle pump station and repair the portable scum pump. The recycle control panel was not starting the pumps and water was backing up into the plant.

Miss Dig System

A total of 144 requests for sewer line locates were received in August. Of those 120 were responded to as no potential conflict to the township sewers and 24 locates were marked with paint and flagging.

Health & Safety

There were no safety incidents in August.

Personnel

Onsite personnel serving the project during August included James Soper, Andre Randall, Bill Jones, Clint Houseworth. James Soper is now serving as certified operator of the WWTP.

AGENDA ITEM

11L

Howell Township
Property Committee Meeting:
October 1, 2019
9-10:00

Attending: Jean Graham, Jeff Smith, Jonathan Hohenstein

John Mills: Discussion on farm leases and update on situation with John Mills.

Doc Earl: Discussion on recent offer on Doc Earl property. Worked through changes and submitted counter-offer.

Oak Grove Road: Discussion on offer for Oak Grove Road parcel. Submitted counter-offer.

AGENDA ITEM

13

Howell Township
Invoice and Check Registers

As of 10/9/2019

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

10/08/2019 03:54 PM
 User: BRENT KILPELA
 DB: Howell Twp
 Vendor Description
 Inv Num
 Inv Ref#
 GL Distribution

Inv Num	Inv Ref#	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
3309571221								
18094		PITNEY BOWES GLOBAL FINANCIAL SERV. QTRLY RENTAL 6/30/19 - 9/29/19 101-265-930.01	08/30/2019 BRENT KILPELA TWP HALL OFFICE EQUIPMENT & REPAIR	09/29/2019	384.57 384.57	0.00	Paid	Y 09/09/2019
9/1/2019								
18095		CAREFREE MAINTENANCE CO. AUGUST CLEANING 101-265-775.00	09/01/2019 BRENT KILPELA TWP HALL OFFICE CLEANING & MAINT EXPENS	10/01/2019	230.00 230.00	0.00	Paid	Y 09/09/2019
200291666895								
18096		DTE ENERGY STREETLIGHTS 101-268-920.00	09/03/2019 BRENT KILPELA TWP AT LARGE STREETLIGHT EXPENSE	10/10/2019	436.17 436.17	0.00	Paid	Y 09/09/2019
59384								
18097		MICRO WORKS COMPUTING, INC DEPUTY CLERK/SUPERVISOR COMPUTERS 101-265-728.01 101-265-728.00	08/31/2019 BRENT KILPELA TWP HALL IT SUPPORT EXPENSE TWP HALL COMPUTER SUPPORT EXPENSE	09/20/2019	2,453.00 705.00 1,748.00	0.00	Paid	Y 09/09/2019
48328								
18098		FAHEY SCHULTZ BURZYCH RHODES ANNEX GROUP PA REVIEW 101-268-801.01	07/22/2019 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	09/30/2019	686.25 686.25	0.00	Paid	Y 09/09/2019
48827								
18099		FAHEY SCHULTZ BURZYCH RHODES CROSSROADS OUTDOOR LITIGATION 101-268-801.01	09/04/2019 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	09/30/2019	2,610.00 2,610.00	0.00	Paid	Y 09/09/2019
48828								
18100		FAHEY SCHULTZ BURZYCH RHODES GENERAL 101-268-801.01	09/04/2019 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	09/30/2019	2,012.00 2,012.00	0.00	Paid	Y 09/09/2019
48829								
18101		FAHEY SCHULTZ BURZYCH RHODES OAKLAND TACTICAL LITIGATION 101-268-801.01	09/04/2019 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	09/30/2019	2,272.50 2,272.50	0.00	Paid	Y 09/09/2019
SLS 10083551								
18102		ALEXANDER CHEMICAL CORPORATION SODA ASH (20 BAGS) 592-442-729.00	08/29/2019 BRENT KILPELA WWTP CHEMICALS EXPENSE	09/29/2019	700.00 700.00	0.00	Paid	Y 09/09/2019
517548388808								
18103		AT&T 517 548-3888 FOR SEPT 2019 592-442-850.00	08/28/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	09/20/2019	83.50 83.50	0.00	Paid	Y 09/09/2019

User: BRENT KILPELA
 DB: Howell Twp
 Vendor Description
 Inv Num
 Inv Ref#

Inv Num	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
202785721117							
18104	CONSUMERS ENERGY 2571 OAKGROVE SEPT 2019 592-442-922.00	09/03/2019 BRENT KILPELA	09/27/2019	98.78	0.00	Paid	Y 09/09/2019
205010551466							
18105	CONSUMERS ENERGY 391 N BURKHART SEPT 2019 592-442-922.00	08/28/2019 BRENT KILPELA	09/26/2019	27.92	0.00	Paid	Y 09/09/2019
9/3/2019							
18106	DTE ENERGY 2571 OAKGROVE SEPT 2019 592-442-920.00	09/03/2019 BRENT KILPELA	09/25/2019	306.43	0.00	Paid	Y 09/09/2019
9/04/2019							
18107	DTE ENERGY 391 N BURKHART SEPT 2019 592-442-920.00	09/04/2019 BRENT KILPELA	09/26/2019	103.11	0.00	Paid	Y 09/09/2019
9/4/2019							
18108	DTE ENERGY 1009 N BURKHART SEPT 2019 592-442-920.00	09/04/2019 BRENT KILPELA	09/26/2019	115.52	0.00	Paid	Y 09/09/2019
1467531							
18109	U. S. BANK WNU, S/W#11, S#7 592-420-996.04 592-854-996.11 592-853-996.07	09/09/2019 BRENT KILPELA	11/01/2019	114,081.25	0.00	Paid	Y 09/09/2019
2289							
18110	BIOTECH AGRONOMICS, INC ANNUAL BIOSOLID HAULING 592-442-969.01	08/28/2019 BRENT KILPELA	09/27/2019	28,611.00	0.00	Paid	Y 09/09/2019
9/16/2019							
18111	HOWELL PUBLIC SCHOOLS SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-225.00	09/16/2019 BRENT KILPELA	09/20/2019	629,538.84	0.00	Paid	Y 09/16/2019
9/16/2019							
18112	HOWELL PUBLIC SCHOOLS SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-225.01	09/16/2019 BRENT KILPELA	09/20/2019	965,522.50	0.00	Paid	Y 09/16/2019
9/16/2019							
18113	FOWLerville SCHOOLS SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-226.00	09/16/2019 BRENT KILPELA	09/20/2019	7,150.99	0.00	Paid	Y 09/16/2019

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9/16/2019							
18114	LIVINGSTON COUNTY TREASURER SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-228.01	09/16/2019 BRENT KILPELA	09/20/2019	1,275,511.19	0.00	Paid	Y 09/16/2019
	TAX DUE TO COUNTY SET SUMMER			1,275,511.19			
9/16/2019							
18115	LIV EDUC SERVICE AGENCY SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-227.00	09/16/2019 BRENT KILPELA	09/20/2019	704,439.33	0.00	Paid	Y 09/16/2019
	TAX DUE TO LESEA SUMMER			704,439.33			
9/16/2019							
18116	LIVINGSTON COUNTY TREASURER SUMMER 2019 TAXES 9/1/19 - 9/15/19 703-000-228.00	09/16/2019 BRENT KILPELA	09/20/2019	706,254.75	0.00	Paid	Y 09/16/2019
	TAX DUE TO COUNTY SUMMER			706,254.75			
9/16/2019							
18117	LERETA 2019 Sum Tax Refund 4706-09-100-01 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	1,921.22	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			1,921.22			
9/16/2019							
18118	LERETA 2019 Sum Tax Refund 4706-13-302-05 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	4,221.88	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			4,221.88			
9/16/2019							
18119	LERETA 2019 Sum Tax Refund 4706-13-302-05 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	3,728.98	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			3,728.98			
9/16/2019							
18120	LERETA 2019 Sum Tax Refund 4706-13-301-16 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	1,925.96	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			1,925.96			
9/16/2019							
18121	CORELOGIC 2019 Sum Tax Refund 4706-02-401-00 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	540.62	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			540.62			
9/16/2019							
18122	CORELOGIC 2019 Sum Tax Refund 4706-06-300-01 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	1,675.54	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			1,675.54			
9/16/2019							
18123	CORELOGIC 2019 Sum Tax Refund 4706-27-201-11 703-000-214.10	09/16/2019 BRENT KILPELA	09/23/2019	1,638.44	0.00	Paid	Y 09/16/2019
	TAX DUE TO TAXPAYERS			1,638.44			

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09/16/2019 18124	CORELOGIC 2019 Sum Tax Refund 4706-27-303-06 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	961.39	0.00	Paid	Y 09/16/2019
09/16/2019 18125	CORELOGIC 2019 Sum Tax Refund 4706-28-402-14 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	2,104.13	0.00	Paid	Y 09/16/2019
09/16/2019 18126	CORELOGIC 2019 Sum Tax Refund 4706-01-200-00 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	1,249.18	0.00	Paid	Y 09/16/2019
09/16/2019 18127	CORELOGIC 2019 Sum Tax Refund 4706-05-201-03 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	1,105.14	0.00	Paid	Y 09/16/2019
09/16/2019 18128	CORELOGIC 2019 Sum Tax Refund 4706-13-301-09 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	1,687.19	0.00	Paid	Y 09/16/2019
09/16/2019 18129	CORELOGIC 2019 Sum Tax Refund 4706-26-202-05 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	1,029.96	0.00	Paid	Y 09/16/2019
09/16/2019 18130	CORELOGIC 2019 Sum Tax Refund 4706-13-301-05 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	2,994.74	0.00	Paid	Y 09/16/2019
09/16/2019 18131	CORELOGIC 2019 Sum Tax Refund 4706-28-402-15 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	526.55	0.00	Paid	Y 09/16/2019
09/16/2019 18132	CORELOGIC 2019 Sum Tax Refund 4706-27-303-02 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	825.41	0.00	Paid	Y 09/16/2019
09/16/2019 18133	CORELOGIC 2019 Sum Tax Refund 4706-28-402-15 703-000-214.10 TAX DUE TO TAXPAYERS	09/16/2019 BRENT KILPELA	09/23/2019	939.25	0.00	Paid	Y 09/16/2019

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09/16/2019	18134	09/16/2019	BRENT KILPELA	09/23/2019	1,288.30	0.00	Paid	09/16/2019
CORELOGIC								
2019 Sum Tax Refund 4706-28-402-22								
TAX DUE TO TAXPAYERS								
09/16/2019	18135	09/16/2019	BRENT KILPELA	09/23/2019	1,219.14	0.00	Paid	09/16/2019
CORELOGIC								
2019 Sum Tax Refund 4706-13-301-00								
TAX DUE TO TAXPAYERS								
09/16/2019	18136	09/16/2019	BRENT KILPELA	09/23/2019	1,796.30	0.00	Paid	09/16/2019
FRANCESCA MARION MUNIE TRUST								
2019 Sum Tax Refund 4706-35-300-01								
TAX DUE TO TAXPAYERS								
09/16/2019	18137	09/16/2019	BRENT KILPELA	09/23/2019	9.08	0.00	Paid	09/16/2019
LIBERTY TITLE AGENCY								
2019 Sum Tax Refund 4706-27-302-01								
TAX DUE TO TAXPAYERS								
2154332	18138	09/16/2019	BRENT KILPELA	09/23/2019	445.00	0.00	Paid	09/16/2019
CARLISLE WORTMAN ASSOC, INC.								
BD Bond Refund								
101-000-203.00								
BSP19-0001								
2154335	18139	09/16/2019	BRENT KILPELA	09/23/2019	480.00	0.00	Paid	09/16/2019
CARLISLE WORTMAN ASSOC, INC.								
BD Bond Refund								
101-000-203.00								
BSP19-0002								
2154336	18140	09/16/2019	BRENT KILPELA	09/23/2019	505.00	0.00	Paid	09/16/2019
CARLISLE WORTMAN ASSOC, INC.								
BD Bond Refund								
101-000-203.00								
BSP19-0003								
2154334	18141	09/16/2019	BRENT KILPELA	09/23/2019	25.00	0.00	Paid	09/16/2019
CARLISLE WORTMAN ASSOC, INC.								
BD Bond Refund								
101-000-203.00								
BSP19-0004								
197536	18142	09/16/2019	BRENT KILPELA	09/23/2019	2,560.75	0.00	Paid	09/16/2019
SPICER GROUP								
BD Bond Refund								
101-000-203.00								
BSP18-0012								
9/17/2019	18143	09/16/2019	BRENT KILPELA	09/17/2019	130.50	0.00	Paid	09/17/2019
BRENT KILPELA								
ASSESSING MILEAGE								
101-209-860.00								
ASSESSING MILEAGE & EXPENSES								

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FIRST IMPRESSIONS PRINT & MKTG ASSESSING BUSINESS CARDS 101-265-727.01	73736 18144		09/12/2019 BRENT KILPELA	10/12/2019	65.00	0.00	Paid	Y 09/17/2019
TWP HALL OFFICE SUPPLIES EXPENSE					65.00			
FIRST IMPRESSIONS PRINT & MKTG WINDOWS #10 ENVELOPES 101-265-727.01	73735 18145		09/12/2019 BRENT KILPELA	09/17/2019	351.17	0.00	Paid	Y 09/17/2019
TWP HALL OFFICE SUPPLIES EXPENSE					351.17			
LIVINGSTON DAILY PRESS & ARGUS AUGUST PUBLICATIONS 101-101-900.00	0002770356 18146		08/31/2019 BRENT KILPELA	09/20/2019	111.00	0.00	Paid	Y 09/17/2019
TWP BOARD PRINTING & PUBLICATION EXPENS					111.00			
DTE ENERGY TWP HALL SEPT 2019 101-265-920.00	9/11/2019 18147		09/11/2019 BRENT KILPELA	10/03/2019	572.02	0.00	Paid	Y 09/17/2019
TWP HALL ELECTRICITY EXPENSE					572.02			
GIFFELS WEBSTER PUMP STATION REPLACEMENT GRAND RIV 592-000-150.00	119734 18148		09/16/2019 BRENT KILPELA	10/16/2019	15,630.00	0.00	Paid	Y 09/17/2019
CONSTRUCTION IN PROGRESS					15,630.00			
AT&T LONG DISTANCE WWTP LONG DISTANCE 592-442-850.00	854006222 18149		09/06/2019 BRENT KILPELA	10/07/2019	10.88	0.00	Paid	Y 09/17/2019
WWTP TELEPHONE EXPENSE					10.88			
DTE ENERGY 1034 AUSTIN CT SEPT 2019 592-442-920.00	9/11/2019 18150		09/11/2019 BRENT KILPELA	10/03/2019	220.96	0.00	Paid	Y 09/17/2019
WWTP ELECTRICITY EXPENSE					220.96			
DTE ENERGY 1575 N BURKHART SEPT 2019 592-442-920.00	9/11/2019 18151		09/11/2019 BRENT KILPELA	10/03/2019	276.91	0.00	Paid	Y 09/17/2019
WWTP ELECTRICITY EXPENSE					276.91			
DTE ENERGY 2559 W GRAND RIVER SEPT 2019 592-442-920.00	9/11/2019 18152		09/11/2019 BRENT KILPELA	10/03/2019	254.41	0.00	Paid	Y 09/17/2019
WWTP ELECTRICITY EXPENSE					254.41			
DTE ENERGY 1222 PACKARD DR SEPT 2019 592-442-920.00	9/11/2019 18153		09/11/2019 BRENT KILPELA	10/03/2019	7,683.43	0.00	Paid	Y 09/17/2019
WWTP ELECTRICITY EXPENSE					7,683.43			

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9/11/2019								
18154		DTE ENERGY 3888 OAKGROVE SEPT 2019 592-442-920.00	09/11/2019 BRENT KILPELA WWTP ELECTRICITY EXPENSE	10/03/2019	85.76	0.00	Paid	09/17/2019
530357948								
18155		UIS SCADA SERVICE CALL GRAND RIVER LIFT STAT 592-442-801.00	09/06/2019 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	10/06/2019	572.00	0.00	Paid	09/17/2019
1468474								
18156		U. S. BANK S/W #8 592-852-996.08	09/09/2019 BRENT KILPELA SWR/WTR 8 BOND INTEREST EXP	10/31/2019	49,443.75	0.00	Paid	09/17/2019
198049								
18157		SPICER GROUP BD Bond Refund 101-000-203.00	09/23/2019 BRENT KILPELA BSP18-0011	09/30/2019	352.50	0.00	Paid	09/23/2019
BSP19-0002								
18158		SPICER GROUP BD Bond Refund 101-000-203.00	09/23/2019 BRENT KILPELA BSP19-0002	09/30/2019	2,690.50	0.00	Paid	09/23/2019
198062								
18159		SPICER GROUP BD Bond Refund 101-000-203.00	09/23/2019 BRENT KILPELA BSP19-0003	09/30/2019	1,205.50	0.00	Paid	09/23/2019
001010250639								
18160		MUTUAL OF OMAHA INSURANCE COMPANY TWP HALL SEPT & OCT 2019 101-265-721.00	09/18/2019 BRENT KILPELA TWP HALL LIFE INSURANCE EXPENSE	10/01/2019	417.13	0.00	Paid	09/23/2019
81160								
18161		MASTER MEDIA OFFICE SUPPLIES 101-265-727.01	09/17/2019 BRENT KILPELA TWP HALL OFFICE SUPPLIES EXPENSE	10/17/2019	74.83	0.00	Paid	09/24/2019
208860								
18162		PRINTING SYSTEMS ELECTION SUPPLIES 101-191-727.00	09/10/2019 BRENT KILPELA ELECTION SUPPLIES EXPENSE	10/10/2019	344.86	0.00	Paid	09/24/2019
3056								
18163		COMPLETE OUTDOOR SERVICES, INC. CEMETERY MAINTENANCE 101-276-931.00	09/16/2019 BRENT KILPELA GROUNDS CARE & MAINT.	09/30/2019	546.75	0.00	Paid	09/24/2019

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2267	18164	HURON CEMETERY MAINT INC CARL NORMINDIN GRAVE O/C 101-000-642.01	09/20/2019 BRENT KILPELA	09/30/2019	825.00	0.00	Paid	Y	09/24/2019
59446	18165	MICRO WORKS COMPUTING, INC DEPUTY CLERK, TREASURER, CAROL LAB 101-265-728.00	09/19/2019 BRENT KILPELA	10/09/2019	405.00	0.00	Paid	Y	09/24/2019
59445	18166	MICRO WORKS COMPUTING, INC SERVER MAINTENANCE 101-265-728.00	09/19/2019 BRENT KILPELA	10/09/2019	75.00	0.00	Paid	Y	09/24/2019
59413	18167	MICRO WORKS COMPUTING, INC DEPUTY CLERK COMPUTER SETUP 101-265-728.00	09/19/2019 BRENT KILPELA	10/09/2019	225.00	0.00	Paid	Y	09/24/2019
9/16/2019	18168	DTE ENERGY 271 E HIGHLAND SEPT 2019 592-442-920.00	09/16/2019 BRENT KILPELA	10/08/2019	59.50	0.00	Paid	Y	09/24/2019
206968015668	18169	CONSUMERS ENERGY 1222 PACKARD DRIVE SEPT 2019 592-442-922.00	09/16/2019 BRENT KILPELA	10/11/2019	102.72	0.00	Paid	Y	09/24/2019
517552195609	18170	AT&T 517 552-1956 FOR SEPT 2019 592-442-850.00	09/13/2019 BRENT KILPELA	10/04/2019	77.82	0.00	Paid	Y	09/24/2019
44246	18171	INFRAMARK, LLC WWTP MAINT SEPT 2019 592-442-801.00	09/11/2019 BRENT KILPELA	10/11/2019	25,019.01	0.00	Paid	Y	09/24/2019
198058	18172	SPICER GROUP BD Bond Refund 101-000-203.00	09/24/2019 BRENT KILPELA	10/01/2019	634.50	0.00	Paid	Y	09/24/2019
201984842339	18173	CONSUMERS ENERGY TWP HALL DEPT 2019 101-265-922.00	09/16/2019 BRENT KILPELA	10/14/2019	20.72	0.00	Paid	Y	09/26/2019

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4031024794							
18174	CINTAS CORPORATION #725 BLUE MATS 101-265-775.00	09/25/2019 BRENT KILPELA TWP HALL OFFICE CLEANING & MAINT EXPENS	10/10/2019	71.24	0.00	Paid	09/26/2019
97928							
18175	TRUE VALUE HARDWARE TAPE MEASURE 592-442-956.00	09/26/2019 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	10/15/2019	21.99	0.00	Paid	10/01/2019
191344							
18176	M & K JETTING AND TELEVISION LIFT STATION CLEANING 1009 N BURKH 592-442-801.00	09/23/2019 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	10/23/2019	780.00	0.00	Paid	10/01/2019
287282886379X0925201							
18177	AT&T ASSESSING TABLET 101-209-957.00	09/17/2019 BRENT KILPELA ASSESSING DUES & SUBSCRIPTION EXPENSE	10/12/2019	23.55	0.00	Paid	10/01/2019
150560912							
18178	AT&T WWTP INTERNET 592-442-850.00	09/19/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/11/2019	68.18	0.00	Paid	10/01/2019
517540124109							
18179	AT&T 517 540-1241 FOR OCT 2019 592-442-850.00	09/22/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/14/2019	80.80	0.00	Paid	10/01/2019
517546516009							
18180	AT&T 517 546-5160 FOR OCT 2019 592-442-850.00	09/22/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/14/2019	72.38	0.00	Paid	10/01/2019
517546-349609							
18181	AT&T 517 546-3496 FOR OCT 2019 592-442-850.00	09/22/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/14/2019	289.52	0.00	Paid	10/01/2019
517540695209							
18182	AT&T 517 540-6952 FOR OCT 2019 592-442-850.00	09/22/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/14/2019	72.32	0.00	Paid	10/01/2019
517540696309							
18183	AT&T 517 540-6963 FOR OCT 2019 592-442-850.00	09/22/2019 BRENT KILPELA WWTP TELEPHONE EXPENSE	10/14/2019	52.22	0.00	Paid	10/01/2019

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517540694709									
18184		AT&T		09/22/2019 BRENT KILPELA	10/14/2019	68.69	0.00	Paid	Y 10/01/2019
		517 540-6947 FOR OCT 2019							
		592-442-850.00	WWTP TELEPHONE EXPENSE			68.69			
9/30/2019									
18185		JULIUS DAUS III		09/30/2019 BRENT KILPELA	10/15/2019	119.01	0.00	Paid	Y 10/01/2019
		ZONING MILEAGE / HEALTH INS REBATE							
		101-402-860.00	ZONING MILEAGE & EXPENSES			91.06			
		101-265-721.01	TWP HALL HEALTH INSURANCE EXPENSE			27.95			
9/22/2019									
18186		COMCAST		09/22/2019 BRENT KILPELA	10/13/2019	285.33	0.00	Paid	Y 10/01/2019
		OCTOBER 2019							
		101-265-850.00	TWP HALL TELEPHONE EXPENSE			285.33			
9/20/2019									
18187		LIVINGSTON COUNTY TREASURER		09/20/2019 BRENT KILPELA	10/15/2019	37.79	0.00	Paid	Y 10/01/2019
		CHARGEBACKS							
		101-547-978.00	GEN FUND CHARGEBACK EXPENSE			37.79			
92334022									
18188		AMERICAN FUNDS		09/12/2019 BRENT KILPELA	10/12/2019	125.00	0.00	Paid	Y 10/01/2019
		6/1/19 - 8/31/19 PLAN FEES							
		101-265-722.00	TWP HALL RETIREMENT EXPENSE			125.00			
10/01/2019									
18189		HOWELL PUBLIC SCHOOLS		10/01/2019 BRENT KILPELA	10/15/2019	71,130.30	0.00	Paid	Y 10/01/2019
		SUMMER TAXES 9/16/19 - 9/30/19							
		703-000-225.00	TAX DUE TO HOWELL SCHLS DEBT SUMMER			71,130.30			
10/01/2019									
18190		HOWELL PUBLIC SCHOOLS		10/01/2019 BRENT KILPELA	10/15/2019	223,242.33	0.00	Paid	Y 10/01/2019
		SUMMER TAXES 9/16/19 - 9/30/19							
		703-000-225.01	TAX DUE TO HOWELL SCHLS OPER SUMMER			223,242.33			
10/1/2019									
18191		FOWLerville SCHOOLS		10/01/2019 BRENT KILPELA	10/15/2019	899.32	0.00	Paid	Y 10/01/2019
		SUMMER TAXES 9/16/19 - 9/30/19							
		703-000-226.00	TAX DUE TO FOWL SCHLS OPER SUMMER			899.32			
10/1/2019									
18192		LIVINGSTON COUNTY TREASURER		10/01/2019 BRENT KILPELA	10/15/2019	130,990.18	0.00	Paid	Y 10/01/2019
		SUMMER TAXES 9/16/19 - 9/30/19							
		703-000-228.01	TAX DUE TO COUNTY SET SUMMER			130,990.18			
10/01/2019									
18193		STATE OF MICHIGAN		10/01/2019 BRENT KILPELA	10/15/2019	32,352.00	0.00	Paid	Y 10/01/2019
		SUMMER TAXES 9/16/19 - 9/30/19							
		703-000-230.01	TAX DUE TO STATE IFT SET SUMMER			12,940.80			
		703-000-230.02	TAX DUE TO STATE IFT SCHL OPER SUMMER			19,411.20			

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10/01/2019	18194	LIV EDUC SERVICE AGENCY SUMMER TAXES 9/16/19 - 9/30/2019 703-000-227.00	10/01/2019 BRENT KILPELA	10/15/2019	78,414.74	0.00	Paid	Y 10/01/2019
10/01/2019	18195	LIVINGSTON COUNTY TREASURER SUMMER TAXES 9/16/19 - 9/30/19 703-000-228.00	10/01/2019 BRENT KILPELA	10/15/2019	78,616.75	0.00	Paid	Y 10/01/2019
10/01/2019	18196	CENLAR 2019 Sum Tax Refund 4706-21-200-01 703-000-214.10	10/01/2019 BRENT KILPELA	10/15/2019	20.69	0.00	Paid	Y 10/01/2019
10/1/2019	18197	LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.00	10/01/2019 BRENT KILPELA	10/15/2019	90.50	0.00	Paid	Y 10/01/2019
10/01/2019	18198	LIVINGSTON COUNTY TREASURER MOBILE HOME FEES 701-000-239.00	10/01/2019 BRENT KILPELA	10/15/2019	762.50	0.00	Paid	Y 10/01/2019
208.1001002	18199	HOWELL PARKS AND RECREATION HAPRA 4TH QTR FEE 2019 220-000-801.00	10/01/2019 BRENT KILPELA	10/31/2019	25,806.25	0.00	Paid	Y 10/02/2019
585	18200	CHLORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	09/06/2019 BRENT KILPELA	10/06/2019	6,347.58	0.00	Paid	Y 10/01/2019
605	18201	CHLORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	09/21/2019 BRENT KILPELA	10/21/2019	7,688.54	0.00	Paid	Y 10/01/2019
611	18202	CHLORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	09/26/2019 BRENT KILPELA	10/26/2019	8,657.55	0.00	Paid	Y 10/01/2019
9/30/2019	18203	JEAN GRAHAM MILEAGE & SUPPLIES 101-265-727.00 101-265-860.00	09/30/2019 BRENT KILPELA	10/15/2019	184.36	0.00	Paid	Y 10/02/2019
		TWP HALL KITCHEN/BATH SUPPLIES EXPENSE TWP HALL MILEAGE & EXPENSES			176.94 7.42			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Vendor Description
 GL Distribution

of Invoices: 110 # Due: 0
 # of Credit Memos: 0 # Due: 0

Net of Invoices and Credit Memos:

--- TOTALS BY FUND ---

101 - GENERAL FUND	24,993.50	0.00
204 - ROAD FUND	22,693.67	0.00
220 - RECREATION FUND	25,806.25	0.00
592 - SWR/WTR	245,070.76	0.00
701 - TRUST & AGENCY	853.00	0.00
703 - TAX FUND	4,937,472.31	0.00

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Across with Check
Register BK

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	5,012,178.98	0.00
101 - TOWNSHIP BOARD	111.00	0.00
191 - ELECTIONS	344.86	0.00
209 - ASSESSING	154.05	0.00
265 - TOWNSHIP HALL	5,967.32	0.00
268 - TOWNSHIP AT LARGE	8,016.92	0.00
276 - CEMETERY	546.75	0.00
402 - ZONING ADMINISTRATION	91.06	0.00
420 - WATER 4 CONNECT	25,643.75	0.00
442 - WWTP	65,915.76	0.00
547 - CHARGEBACKS	37.79	0.00
852 - SEWER/WATER 8	49,443.75	0.00
853 - SEWER 7	11,156.25	0.00
854 - SEWER/WATER 11	77,281.25	0.00

5,256,889.49
 0.00
 0.00

Totals:
 Totals:

Inv Date Entered By
 Due Date
 Inv Amt
 Amt Due
 Status
 Jrnalized Post Date

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
09/17/2019	GEN	101001633(E)	DTE ENERGY	572.02
09/17/2019	GEN	17300	CAREFREE MAINTENANCE CO.	230.00
09/17/2019	GEN	17301	CARLISLE WORTMAN ASSOC, INC.	1,455.00
09/17/2019	GEN	17302	DTE ENERGY	436.17
09/17/2019	GEN	17303	FAHEY SCHULTZ BURZYCH RHODES	7,580.75
09/17/2019	GEN	17304	FIRST IMPRESSIONS PRINT & MKTG	416.17
09/17/2019	GEN	17305	BRENT KILPELA	130.50
09/17/2019	GEN	17306	LIVINGSTON DAILY PRESS & ARGUS	111.00
09/17/2019	GEN	17307	MICRO WORKS COMPUTING, INC	2,453.00
09/17/2019	GEN	17308	PITNEY BOWES GLOBAL FINANCIAL SERV.	384.57
09/17/2019	GEN	17309	SPICER GROUP	2,560.75
09/26/2019	GEN	101001634(E)	CONSUMERS ENERGY	20.72
09/26/2019	GEN	17310	CINTAS CORPORATION #725	71.24
09/26/2019	GEN	17311	COMPLETE OUTDOOR SERVICES, INC.	546.75
09/26/2019	GEN	17312	HURON CEMETERY MAINT INC	825.00
09/26/2019	GEN	17313	MASTER MEDIA	74.83
09/26/2019	GEN	17314	MICRO WORKS COMPUTING, INC	705.00
09/26/2019	GEN	17315	MUTUAL OF OMAHA INSURANCE COMPANY	417.13
09/26/2019	GEN	17316	PRINTING SYSTEMS	344.86
09/26/2019	GEN	17317	SPICER GROUP	4,883.00
10/02/2019	GEN	101001635(E)	AT&T	23.55
10/02/2019	GEN	101001636(E)	COMCAST	285.33
10/02/2019	GEN	17318	AMERICAN FUNDS	125.00
10/02/2019	GEN	17319	JULIUS DAUS III	119.01
10/02/2019	GEN	17320	JEAN GRAHAM	184.36
10/02/2019	GEN	17321	HOWELL PARKS AND RECREATION	25,806.25
10/02/2019	GEN	17322	CHLORIDE SOLUTIONS, LLC	22,693.67
10/02/2019	GEN	17323	LIVINGSTON COUNTY TREASURER	37.79

GEN TOTALS:

Total of 28 Checks:	73,493.42
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	73,493.42

Bank T&A TRUST & AGENCY CHECKING

10/01/2019	T&A	3434	LIVINGSTON COUNTY TREASURER	90.50
10/01/2019	T&A	3435	LIVINGSTON COUNTY TREASURER	762.50

T&A TOTALS:

Total of 2 Checks:	853.00
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	853.00

Bank TAX TAX CHECKING

09/17/2019	TAX	5292	LERETA	1,921.22
09/17/2019	TAX	5293	LERETA	9,876.82
09/17/2019	TAX	5294	CORELOGIC	825.41
09/17/2019	TAX	5295	CORELOGIC	18,959.57
09/17/2019	TAX	5296	LIBERTY TITLE AGENCY	9.08
09/17/2019	TAX	5297	FRANCESCA MARION MUNIE TRUST	1,796.30
09/17/2019	TAX	5298	FOWLERVILLE SCHOOLS	7,150.99
09/17/2019	TAX	5299	HOWELL PUBLIC SCHOOLS	629,538.84
09/17/2019	TAX	5300	HOWELL PUBLIC SCHOOLS	965,522.50
09/17/2019	TAX	5301	LIV EDUC SERVICE AGENCY	704,439.33
09/17/2019	TAX	5302	LIVINGSTON COUNTY TREASURER	1,275,511.19
09/17/2019	TAX	5303	LIVINGSTON COUNTY TREASURER	706,254.75
10/01/2019	TAX	5304	FOWLERVILLE SCHOOLS	899.32
10/01/2019	TAX	5305	HOWELL PUBLIC SCHOOLS	71,130.30
10/01/2019	TAX	5306	HOWELL PUBLIC SCHOOLS	223,242.33
10/01/2019	TAX	5307	LIV EDUC SERVICE AGENCY	78,414.74
10/01/2019	TAX	5308	CENLAR	20.69
10/01/2019	TAX	5309	STATE OF MICHIGAN	32,352.00
10/01/2019	TAX	5310	LIVINGSTON COUNTY TREASURER	130,990.18
10/01/2019	TAX	5311	LIVINGSTON COUNTY TREASURER	78,616.75

TAX TOTALS:

Total of 20 Checks:	4,937,472.31
Less 0 Void Checks:	0.00
Total of 20 Disbursements:	4,937,472.31

Bank UTYCK UTILITY CHECKING

Check Date	Bank	Check	Vendor Name	Amount
09/17/2019	UTYCK	2549	ALEXANDER CHEMICAL CORPORATION	700.00
09/17/2019	UTYCK	2550	AT&T LONG DISTANCE	10.88
09/17/2019	UTYCK	2551	BIOTECH AGRONOMICS, INC	28,611.00
09/17/2019	UTYCK	2552	GIFFELS WEBSTER	15,630.00
09/17/2019	UTYCK	2553	U. S. BANK	163,525.00
09/17/2019	UTYCK	2554	UIS SCADA	572.00
09/17/2019	UTYCK	590002941 (E)	AT&T	83.50
09/17/2019	UTYCK	590002942 (E)	CONSUMERS ENERGY	98.78
09/17/2019	UTYCK	590002943 (E)	CONSUMERS ENERGY	27.92
09/17/2019	UTYCK	590002944 (E)	DTE ENERGY	306.43
09/17/2019	UTYCK	590002945 (E)	DTE ENERGY	103.11
09/17/2019	UTYCK	590002946 (E)	DTE ENERGY	115.52
09/17/2019	UTYCK	590002947 (E)	DTE ENERGY	220.96
09/17/2019	UTYCK	590002948 (E)	DTE ENERGY	276.91
09/17/2019	UTYCK	590002949 (E)	DTE ENERGY	254.41
09/17/2019	UTYCK	590002950 (E)	DTE ENERGY	7,683.43
09/17/2019	UTYCK	590002951 (E)	DTE ENERGY	85.76
10/02/2019	UTYCK	2555	INFRAMARK, LLC	25,019.01
10/02/2019	UTYCK	2556	M & K JETTING AND TELEVISION	780.00
10/02/2019	UTYCK	2557	TRUE VALUE HARDWARE	21.99
10/02/2019	UTYCK	590002952 (E)	AT&T	77.82
10/02/2019	UTYCK	590002953 (E)	AT&T	68.18
10/02/2019	UTYCK	590002954 (E)	AT&T	80.80
10/02/2019	UTYCK	590002955 (E)	AT&T	72.38
10/02/2019	UTYCK	590002956 (E)	AT&T	289.52
10/02/2019	UTYCK	590002957 (E)	AT&T	72.32
10/02/2019	UTYCK	590002958 (E)	AT&T	52.22
10/02/2019	UTYCK	590002959 (E)	AT&T	68.69
10/02/2019	UTYCK	590002960 (E)	CONSUMERS ENERGY	102.72
10/02/2019	UTYCK	590002961 (E)	DTE ENERGY	59.50

UTYCK TOTALS:

Total of 30 Checks:	245,070.76
Less 0 Void Checks:	0.00
Total of 30 Disbursements:	245,070.76

REPORT TOTALS:

Total of 80 Checks:	5,256,889.49
Less 0 Void Checks:	0.00
Total of 80 Disbursements:	5,256,889.49

*Agrees with Invoice
Register BK*