

AGENDA ITEM

8A

January 31st, 2019

Deputy Clerk Johnson,

I am writing you to express my interest in the opening on the Howell Township Zoning Board of Appeals. Howell has been home to my family for over 15 years. My childhood is filled with memories of the Balloon Festival, Thompson Lake, Melon Fest, and visiting our beloved Nature Center. As a citizen who registered to vote the day he turned 18, it would do me the great honor of channeling my passion for government into service to our community.

After a study abroad program through Eastern Michigan, my alma mater, I returned to Howell until I graduated with my Bachelor of Science in Language, Literature, and Writing. My graduation did not warrant moving away from home, as my wife and I are both employed as licensed Service Agents with The Hanover Insurance Group; one of our township's largest employers. We recently married at Howell's historic opera house, adding to an ever-growing collection of sentiments rooted in our town.

I consider myself a strong candidate for the position on the Zoning Board of Appeals as someone who is not just familiar with Howell, but one who looks to foster growth in their environment. I can say without question that my academic and professional career has been lined with professionalism, passion, and integrity. Now more than ever we need younger generations to step into leadership roles, and become involved in local government. I see myself as an exemplary instance of a young Howell resident seeking to further cultivate success in our community.

Warmest Regards,

Christopher D. Atkinson Jr.
536 Olde English Circle
Howell, MI 48855
734 578-6593
cdatkinsonjr@gmail.com

AGENDA ITEM

8B

AGREEMENT OF SALE

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

Commonly known as Vacant Land In Pineview Village as identified and described in Howell Township Tax I.D. SEE ATTACHED EXHIBIT A Subject to the lien of real estate taxes not yet due and payable, existing restrictions of record, easements for public utilities and driveways, and zoning ordinances, if any, all of which shall be reviewed and approved by Purchaser pursuant to the procedure provided in Sections 4 and 16 hereof (the "Permitted Encumbrances").

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

One Hundred Fifteen Thousand (\$115,000) Dollars Cash Purchase

Said property price includes 60 Water REU's and 60 Sanitary Sewer REU's.

Additionally, Purchaser agrees to assume and pay the remaining unpaid water special assessment (*\$0) principal plus applicable interest at the rate of 5.51% percent per annum) and unpaid sanitary sewer special assessment (*20,444) principal plus applicable interest at the rate of 5.51% percent per annum). Purchaser shall have the option of continuing to pay said special assessments in annual installments (principal plus interest of 5.51% percent annual interest) through the year 2020, or Purchaser may pay off the principal plus then due interest at any time. (*Principal amounts are thought to be correct but may be adjusted for correctness by Howell Township at the time this Agreement of Sale is accepted by Seller.)

THE SALE IS TO BE CONSUMMATED BY CASH:

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

COMMITMENT FOR TITLE POLICY:

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

TIME OF CLOSING - PURCHASER'S DEFAULT:

3. If this Offer is accepted by the Seller, and if title can be conveyed in the condition required hereunder, the Purchaser agrees to complete the sale within fifteen (15) days of obtaining final site plan approval or the sooner of 270 days from date of fully executed agreement or the contingency time limits stated in Paragraph 16 herein. In the event of default by the Purchaser hereunder, the Seller may, as his sole remedy, declare forfeiture hereunder and retain the Deposit as liquidated damages.

TITLE OBJECTIONS - SELLER'S DEFAULT:

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

POSSESSION:

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

OWNER OCCUPIED:

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

ENCUMBRANCE REMOVAL:

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

TAXES; PRORATED ITEMS:

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

EARNEST MONEY DEPOSIT:

9. Seller acknowledges receipt of deposit applied from previous agreement which is (\$5,000) Dollars to be placed in escrow with Cislo Title to be held and applied to the purchase price in the event of purchase consummation, or returned in full to the Purchaser in the event the Seller does not accept this proposal to purchase. Said earnest money deposit shall be fully refunded to Purchaser in the event Purchaser cannot have all contingencies contained in Section 16 removed, provided, however, once all of the contingencies that involve Howell Township and Livingston County approvals contained in Section 16 are removed, then the entire earnest money deposit shall immediately become non-refundable and payable to Seller, but shall be applied to the purchase price in the event of a closing.

ACCEPTANCE TIME:

10. In consideration of the Broker's assistance to the Purchaser in the preparation of this Offer and of his presentation thereof for the Seller's acceptance, the Purchaser agrees that this Offer is irrevocable through March 20, 2019 and if it is not accepted by the Seller within that time, this offer is deemed revoked. Purchaser understands that Seller, being a governmental entity, has a process and procedure to follow by law, and such process may not allow Seller to act within the timelines established herein.

CLOSING PLACE:

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

NOTICES:

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

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

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

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

ADDITIONAL CONDITIONS:

16. Purchaser shall have Two Hundred Seventy (270) days after receipt of fully accepted Offer (the "Contingency Period") to inspect and obtain the following items, at Purchaser's sole expense and absolute discretion:

- a) Physical inspection of all aspects of the property, to be completed and paid for by Purchaser.
- b) Purchaser's satisfaction with the results of a Phase I Environmental Audit of the property, if required, to be completed by Purchaser.
- c) Purchaser's satisfaction with a property survey, as may be required by the title company, to be paid for and furnished by Purchaser.
- d) Final Site Plan Approval
- e) Chestnut Development will contribute up to \$60,000 for road improvement to Pineview Village as outlined in separate agreement.

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

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

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

18. This Section intentionally left blank.

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

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

SUPERFUND ACT:

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

forth in the Comprehensive Environmental Response Compensation and Liability Act ("Superfund").

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

REPRESENTATION:

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

ADDITIONAL DOCUMENTS:

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

HOLD HARMLESS AND INDEMNIFICATION:

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

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

SURVIVAL OF REPRESENTATION AND WARRANTIES:

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

EFFECTIVE DATE OF THIS AGREEMENT:

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

HEADINGS:

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

SATURDAYS, SUNDAYS AND HOLIDAYS:

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

WAIVER:

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

NO ADVERSE INFORMATION:

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

EMINENT DOMAIN:

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

COOPERATION:

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

RISK:

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

ACCESS:

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

ATTORNEY REVIEW:

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

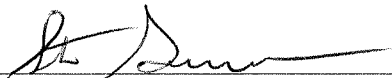
BROKER'S KNOWLEDGE:

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

TITLE COMPANY'S AUTHORIZATION:

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

PURCHASER:



STEVE GRONOW

_____, 2018

_____, 2018

Phone_____

Address_____

Email_____

ACCEPTANCE OF OFFER:

TO THE ABOVE NAMED PURCHASER AND BROKER:

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

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

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

IN THE PRESENCE OF:

SELLER: HOWELL TOWNSHIP

_____, 2019

Jonathon Hohenstein, Treasurer

_____, 2019

Jean Graham, Clerk

3525 Byron Road
Howell, Michigan 48855

517-546-2817

PURCHASER'S RECEIPT OF ACCEPTED OFFER:

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

PURCHASER:

_____, 2019

TITLE COMPANY'S ACKNOWLEDGEMENT OF DEPOSIT

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

CISLO TITLE

_____, 2019

Name

Title

Exhibit A

PINEVIEW VILLAGE ADDRESSES & TAX I D #'S

2133 Knotty Pine Trail	4706-27-201-044	1680 Pinecroft Lane	4706-27-201-070
2135 Knotty Pine Trail	4706-27-201-043	1682 Pinecroft Lane	4706-27-201-071
2137 Knotty Pine Trail	4706-27-201-042	1684 Pinecroft Lane	4706-27-201-072
2139 Knotty Pine Trail	4706-27-201-041	1685 Pinecroft Lane	4706-27-201-084
2141 Knotty Pine Trail	4706-27-201-040	1686 Pinecroft Lane	4706-27-201-073
2143 Knotty Pine Trail	4706-27-201-039	1687 Pinecroft Lane	4706-27-201-083
2227 Knotty Pine Trail	4706-27-201-131	1688 Pinecroft Lane	4706-27-201-074
2229 Knotty Pine Trail	4706-27-201-132	1689 Pinecroft Lane	4706-27-201-082
2231 Knotty Pine Trail	4706-27-201-133	1690 Pinecroft Lane	4706-27-201-075
2233 Knotty Pine Trail	4706-27-201-134	1691 Pinecroft Lane	4706-27-201-081
2235 Knotty Pine Trail	4706-27-201-135	1692 Pinecroft Lane	4706-27-201-076
2237 Knotty Pine Trail	4706-27-201-136	1693 Pinecroft Lane	4706-27-201-080
1626 Pinecroft Lane	4706-27-201-053	1695 Pinecroft Lane	4706-27-201-079
1628 Pinecroft Lane	4706-27-201-054	1697 Pinecroft Lane	4706-27-201-078
1630 Pinecroft Lane	4706-27-201-055	1699 Pinecroft Lane	4706-27-201-077
1631 Pinecroft Lane	4706-27-201-100		
1632 Pinecroft Lane	4706-27-201-056		
1633 Pinecroft Lane	4706-27-201-099		
1634 Pinecroft Lane	4706-27-201-057		
1635 Pinecroft Lane	4706-27-201-098		
1636 Pinecroft Lane	4706-27-201-058		
1637 Pinecroft Lane	4706-27-201-097		
1638 Pinecroft Lane	4706-27-201-059		
1639 Pinecroft Lane	4706-27-201-096		
1640 Pinecroft Lane	4706-27-201-060		
1641 Pinecroft Lane	4706-27-201-095		
1643 Pinecroft Lane	4706-27-201-094		
1645 Pinecroft Lane	4706-27-201-093		
1652 Pinecroft Lane	4706-27-201-061		
1653 Pinecroft Lane	4706-27-201-092		
1654 Pinecroft Lane	4706-27-201-062		
1655 Pinecroft Lane	4706-27-201-091		
1656 Pinecroft Lane	4706-27-201-063		
1657 Pinecroft Lane	4706-27-201-090		
1658 Pinecroft Lane	4706-27-201-064		
1659 Pinecroft Lane	4706-27-201-089		
1660 Pinecroft Lane	4706-27-201-065		
1661 Pinecroft Lane	4706-27-201-088		
1662 Pinecroft Lane	4706-27-201-066		
1663 Pinecroft Lane	4706-27-201-087		
1664 Pinecroft Lane	4706-27-201-067		
1665 Pinecroft Lane	4706-27-201-086		
1666 Pinecroft Lane	4706-27-201-068		
1667 Pinecroft Lane	4706-27-201-085		
1678 Pinecroft Lane	4706-27-201-069		



Red Hickory Ct

Knotty Pine Tr

Knotty Pine Tr

Knotty Pine Tr

Pinecroft Ln

Pinecroft Ln

Brewer Rd

Brewer Rd

Click any parcel for parcel details.

Jump to Address



AGENDA ITEM

8C



Carlisle | Wortman
ASSOCIATES, INC.

117 NORTH FIRST STREET SUITE 70 ANN ARBOR, MI 48104 734.662.2200 734.662.1935 FAX

Date: January 17, 2109
Revised: February 20, 2019

Site Plan/ Special Land Use Review
For
Howell Township, Michigan



Applicant: Sandeep Ghelani
Project Name: Grand River Party Store
Plan Date: 12/27/18
Revision Date: 1/29/19
Location: 2425 W. Grand River
Zoning: RSC – Regional Service Commercial
Action Requested: Preliminary Site Plan Approval and Special Use Approval
Required Information: As noted in the following review

PROJECT AND SITE DESCRIPTION

The applicant has applied for a preliminary site plan approval for the development of a 7,464.30 square foot building on the south side of W. Grand River near the City or Howell. The building would include a 2,683 square feet convenience store and a 2,400 square foot auto detailing shop with three bays and a small sales area. The proposed site includes of two parcels of land which are located in the RSC – Regional Service Commercial zoning district. General commercial retail establishments are a permitted use in the RSC district. Auto detailing would fall under the definition of automobile service in the zoning ordinance, which includes “sale of minor accessories and service for automobiles.” Automotive service is considered a special use with conditions subject to the procedures in Article XVI or the zoning ordinance.

The site is currently developed with an existing single family house that will be removed.

Aerial Image of Subject Site and Vicinity



NEIGHBORING ZONING, LAND USE AND MASTER PLAN

Neighboring zoning, and land uses are summarized in the following chart:

**Table 1
 Zoning, Land Use and Master Plan Designations**

	North	South	East	West
Zoning	RSC	B-2 General Business (City of Howell)	RSC	RSC
Land Use	Bank	Vacant	Automotive service facility	Power sports equipment sales

This site has been planned for neighborhood commercial. The proposed use and the existing, and planned, surrounding uses appear to be compatible.

Items to be Addressed: None.

SPECIAL LAND USE

REVIEW PROCEDURE

The applicant has applied for a special use permit for the automotive services. The Township Board, after review and recommendation by the Planning Commission, shall have the authority to grant Special Use Permits, subject to such conditions of design and operations, safeguards and time limitations as it may determine for all special uses conditionally allowed in the various district provisions of this Ordinance.

For all Special Uses the Planning Commission must hold a public hearing on the special land use application after appropriate notification has been issued based on Section 16.05.A. Following the public hearing the Planning Commission must review and consider the applicant's compliance with the requirements of the Zoning Ordinance and the standards in Section 16.06 and must forward to the Township Board their findings and recommendation for the Board to approve, approve with conditions, or deny the application for special land use.

FINDINGS FOR SPECIAL USE

The Township Board shall review the particular circumstances and facts of each proposed special use in terms of the following standards and required findings, and shall find and record adequate data, information and evidence showing that such a special use on the proposed site, lot, or parcel:

- A. *Will be harmonious with and in accordance with the general objectives, intent and purposes of this Ordinance in terms of their uses, activities, processes, materials, equipment and conditions of operation, that will be detrimental to any persons, property, or the general welfare of the surrounding area in which it is located due to excessive production of traffic, noise, smoke, fumes, glare, or odors.*

The proposed automobile services are light services and include windshield replacement, auto glass repair, auto detailing, car and truck rust proofing, and car window tinting as well as the installation of remote starters and car alarms, tonneau covers, trailer hitches, and car and truck accessories. If the Planning Commission is concerned that additional automobile services such as oil changes, breaks, auto body work, painting, or engine work would be disruptive to the surrounding area they can place conditions to limit the use.

- B. *Will be designed, constructed, operated, maintained and managed so as to be harmonious and appropriate in appearance with the existing or intended character of the general vicinity.*

The building facades are attractive and appear to be compatible with the character of the commercial corridor. However if the Planning Commission is concerned about the activity surrounding the automobile services, they should review the landscaping plan to determine if it screens the service area appropriately. Also, conditions could be laced on the use such that no auto service activities can take place outdoors, and that no vehicle in any state of disassembly may be stored outdoors.

- C. *Will be served adequately by essential public facilities and services; such as, highways, roads, water supply systems, wastewater disposal systems, police and fire protection, storm water drainage systems, refuse disposal, or that the persons or agencies responsible for the establishment of the proposed special use shall be able to provide adequately any such service.*

The proposed use should be adequately served by public services and facilities. Public utilities are in place for this area. Grand River is a paved road with convenient access.

- D. *Will not be hazardous or disturbing to existing or future neighboring uses.*

The use of the site for the proposed light automobile service should not be disturbing to the neighboring use.

- E. *Will not create excessive additional requirements at public cost for public facilities, utilities and services.*

The proposed use is not expected to create any additional public costs.

- F. *Will not have a substantial adverse impact upon the natural resources and environment of the lot or parcel upon which it is to be located and adjacent areas, including, but not limited to prime agricultural areas, forest and woodlot areas, lakes, rivers, streams, watersheds, water recharge areas, flood ways, and wildlife areas.*

The site plan depicts the preservation of the majority of the existing wooded area in the back of the site. Between the stormwater facility in the rear of the site and the existing wooded area there is a substantial buffer to the natural area and stream on the adjacent parcel to the south.

Items to be Addressed: *The Planning Commission must review the proposed use in terms of the standards in Section 16.06 and must forward to the Township Board their findings and recommendation for the Board to approve, approve with conditions, or deny the application for special land use.*

AREA, WIDTH, HEIGHT, SETBACKS

The following table summarizes the Density, Placement, and Height Regulations for the site plan associated with the use.

Density, Placement, and Height Regulations

	Required	Provided
Lot Area	40'000 Square Feet	82,077 Square Feet
Lot Width	120 Feet	190 Feet
Front Setback	35 Feet / 50 feet from Grand River	50 Feet
Side Setback	10 – 25 Feet (10 ft. min with a combine total of 25 ft.)	15 Feet East side 10 Feet West side
Rear Setback	50 Feet	50 Feet
Lot Coverage	75 % Max	43.8 %
Building Height	Maximum of seventy (70) feet.	24.5 Feet

Previously the site plan only provided a 35 foot front yard setback while Section 26.05 requires a 50 front yard setback along Grand River. The site plan now indicates a 50 foot front yard setback and the 8 proposed parking spaces which were within the 50 foot front yard setback have been removed.

Items to be Addressed: None.

NATURAL RESOURCES

The site is small and has been developed as a single family home site. There are a number of mature trees within a mowed lawn. There are not significant natural features on the site.

Items to be Addressed: None.

BUILDING LOCATION AND SITE ARRANGEMENT

The proposed building is located centrally on the site with parking in the front and to the west side of the building, with the storm water pond in the rear of the site. A one-way drive is proposed around the rear and east side of the building. The drive is intended to facilitate delivery trucks and emergency vehicles. A truck turning template has been added to the plans that demonstrates that delivery trucks and emergency vehicles can navigate the drive.

Items to be Addressed: None.

PARKING, LOADING

According to Section 18.02, the requirements for parking for retail is one space for every 150 square feet of floor area and on space for every employee at a maximum shift. The applicant

indicates there will be 2 employees at a maximum shift and 3,891 square feet of floor area requiring 28 spaces.

For the automobile service facility they would need one space for every 150 feet of floor area for the retail space, one space for each garage bay, and one space for every employee. With 633 Square feet for retail space, 3 bay, and 3 employees they would need 9 spaces.

In total they are required 37 parking spaces and 39 spaces are provided.

Items to be Addressed: None.

SITE ACCESS AND CIRCULATION

There is an existing residential curb cut that provides access to the site. The applicant is proposing a commercial driveway in the same location. A 5 foot sidewalk is being provided along Grand River with a pedestrian access going toward the building. It appears that the sidewalk is not within the road ROW. The sidewalk must be within the ROW or it that parcel must be placed in a public access easement.

The sidewalk that provides pedestrian access to the building from the road is in an appropriate location, however, it empties into the parking area with no ramp, no cross walk, or ramp for receiving on the other side. The concrete sidewalk material should be continued through the asphalt parking area all the way to the sidewalk around the building. This could also be accomplished using striping. Ramps must be provided where there is a change in grade. This will likely require the removal of one of the parking spaces in this area.

All work within the Grand River ROW will require a permit from MDOT.

Items to be Addressed: 1) The sidewalk along Grand River must be in the ROW or within and public access easement. 2) The concrete material for the sidewalk going to the building should be continued through the parking area all the way to the sidewalk around the building. This could be accomplished by striping. 3) Pedestrian ramps must be provided where there is a change in grade. 4) All work within the Grand River ROW will require a permit from MDOT.

LANDSCAPING

The applicant has provided a landscaping plan. They have provided calculations for landscaping adjacent to roads and highways, foundation landscaping, parking lot landscaping, and stormwater landscaping in accordance with Section 28.02 and 28.03.

It appears that the landscaping has been updated in accordance with the direction provided by the Planning Commission at the previous meeting. However, the proposed numbers of trees in the planting table are not consistent with the requirement calculations. Additionally, the total tree and shrub count are not consistent with the table. These numbers must be corrected. If the

applicant is proposing to supplement new plantings with existing tree preservation they must provide explicit numbers demonstrating how they are meeting the intent of the ordinance.

Items to be Addressed: 1) Update the table and the total tree and shrub count to be accurate.
2) Provide explicit numbers if preserved trees are intended to supplement the landscaping requirements.

LIGHTING

A photometric plan has been provided that shows the location of light fixtures, light levels throughout the site, and fixture details that appear to demonstrate compliance with Section 14.22. There are two fixtures on the west side that have a note indicating that light will be directed away from the property line and drivers on Grand River.

Items to be Addressed: None.

SIGNS

The location for a pole sign has been provided on the site plan and wall signs are indicated on the building elevations. Signs will require a separate permit from the zoning administrator at which time the zoning administrator will determine if the signs meet the requirements of the ordinance.

Items to be Addressed: Apply for a separate sign permit from the zoning administrator.

FLOOR PLAN AND ELEVATIONS

Floor plans and elevations have been provided. The building facades are attractive and will be a nice addition to the commercial corridor. The Planning Commission may want to evaluate the proposed building elevations. One overhead bay door faces the street. The Planning Commission may want to discuss with the applicant using spandrel glass so that operations inside the bay are not visible from the street.

Items to be Addressed: The Planning Commission may want to evaluate the proposed building elevations.

TRASH ENCLOSURE


A dumpster enclosure has been provided. Details show that the enclosure will be constructed of masonry.

Items to be Addressed: None.

RECOMMENDATIONS

We would recommend approval of the preliminary site plan with all outstanding site plan issues to be address on the final site plan. The following list are items that must be addressed:

1. The Planning Commission must review the proposed use in terms of the standards in Section 16.06 and must forward to the Township Board their findings and recommendation for the Board to approve, approve with conditions, or deny the application for special land use.
2. The sidewalk along Grand River must be in the ROW or within and public access easement.
3. The concrete material for the sidewalk going to the building should be continued through the parking area all the way to the sidewalk around the building. This could be accomplished by striping.
4. Pedestrian ramps must be provided where there is a change in grade.
5. All work within the Grand River ROW will require a permit from MDOT.
6. Update the table and the total tree and shrub count to be accurate.
7. Provide explicit numbers if preserved trees are intended to supplement the landscaping requirements.
8. Apply for a separate sign permit from the zoning administrator.
9. The Planning Commission may want to evaluate the proposed building elevations.



CARLISLE/WORTMAN ASSOC., INC.
Paul Montagno, AICP
Associate

#308-1901

cc: Joe Daus, Township Zoning Administrator
Debby Johnson, Township Deputy Clerk
John Enos, Principle CWA

HOWELL TWP 2018



AGENDA ITEM

8D

Marihuana

Compiled from excerpts of the initial Law 1 of 2018 for "recreational" marihuana, the "medical" marihuana act 281 of 2016, by Jeffrey A Smith

There is a difference in allowable Marihuana uses, right now, of "Medical" vs. "Recreational" Marihuana.

Act 281 of 2016 deals with "medical" marihuana, Law 1 of 2018 deals with "Recreational" Marihuana.

Under "medical" use:

Statue 333.27205 of Act 281 of 2016 outlines when and if a municipality allows any type of "medical" marihuana operations.

There are several parts or components of "medical" industry. The municipality can allow some, one or none of following:

- grower – *grows product*
- processor – *purchases from grower and converts to products for sale*
- secure transporter – *stores and transports product*
- provisioning center – *sells product*
- safety compliance facility – *testing agency*

Under "recreational" use: Each municipality needs to make a decision on what type of Marihuana facilities are to be allowed in their jurisdiction and can limit its operation to only parts of the industry, the number of facilities, designate an area for them or restrict them and all parts of the industry.

Section 6, 1, Law 1 of 2018a municipality may completely prohibit or limit the number of marihuana establishments within its boundaries.

Each municipality needs to be educated in the industry and then act accordingly. IF the municipality does not act, the industry will make the decision for the municipality. This course of action should not happen in Howell Township. Howell Township needs to decide sooner rather than later. **The State has UPTO one year to establish the rules, regulations and appoint the boards** that will regulate this industry. This could happen at ANY time. It is a misconception that the State gave the municipalities a year to make decisions regarding this industry.

*Section 16, Law 1 of 2018.....if the department does not timely promulgate rules as required.....within ONE YEAR after the effective date of this act, an applicant may submit an application for a marihuana establishment directly to the municipality where the marihuana establishment will be located.....the municipality **shall** issue a municipal license to the applicant within 90 days....*

There are several parts or components of “recreational” industry. The municipality can allow some, one or none of following:

- accessories – *equipment, product, material*
- concentrate – *resins*
- establishments – *any of the following or some of the following as it deals with Marihuana*
- grower – *cultivate and sell to establishments*
- marihuana infused product – *topical formation, beverage, edible or similar product with marihuana*
- micro business – *a person licensed to cultivate more than 150 plants, process and package to compliance facilities*
- processor – *can obtain product and transport product*
- retailer – *obtain product from establishments and sell product*
- secure transporter – *transport product between establishments*
- safety compliance facility – *testing of product*

All of the above will be classified as:

Class A – not more than 100 plants

Class B – not more than 500 plants

Class C – not more than 2000 plants

Each license granted by the State and local Municipality is **only good for ONE year** and has to be renewed annually.

Section 6, 2, Law 1 of 2018.a municipality may adopt other ordinances that are not unreasonably impracticable...

- a) On public signs as the relate to marihuana establishments*
- b) Regulate the time, place and manner of operation*
- c) Authorize the sale...in designated areas*
- d) Designate a violation of the ordinance...as a civil infraction...not more than \$500.00*

Section 6, 3, Law 1 of 2018.a municipality may charge an annual fee of not more than \$5,000....

Section 14, Law 1 of 2018 –outlines what happens to the remaining “unused” \$20,000,000 general fund allocation to govern this industry:

- 15% to participating municipalities allowing retail stores or micro businesses*
- 15% to participating counties and then proportioned to municipalities that are allowing retail stores or micro businesses*
- 35% to school aid*
- 35% to transportation fund of roads and bridges.*

Attachments –

Statue 333.27205 Section 205 of 2016 – Medical Marihuana Licensing

Statue 333.27102 Section 102 of 2016 – Medical Marihuana Facilities Licensing

Statue 333.27964 Section 14 of 2018 – Regulation and Taxation of (recreational) Marihuana

Statue 333.27953 Section 3 of 2018 – Initial Law 1 of 2018 (recreational) Marihuana Act

MEDICAL MARIHUANA FACILITIES LICENSING ACT (EXCERPT)
Act 281 of 2016

333.27205 Marihuana facility; ordinance; requirements.

Sec. 205. (1) The board shall not issue a state operating license to an applicant unless the municipality in which the applicant's proposed marihuana facility will operate has adopted an ordinance that authorizes that type of facility. A municipality may adopt an ordinance to authorize 1 or more types of marihuana facilities within its boundaries and to limit the number of each type of marihuana facility. A municipality may adopt other ordinances relating to marihuana facilities within its jurisdiction, including zoning regulations, but shall not impose regulations regarding the purity or pricing of marihuana or interfering or conflicting with this act or rules for licensing marihuana facilities. A municipality that adopts an ordinance under this subsection that authorizes a marihuana facility shall provide the department with all of the following on a form prescribed and provided by the department:

(a) An attestation that the municipality has adopted an ordinance under this subsection that authorizes the marihuana facility.

(b) A description of any zoning regulations that apply to the proposed marihuana facility within the municipality.

(c) The signature of the clerk of the municipality or his or her designee.

(d) Any other information required by the department.

(2) A municipal ordinance may establish an annual, nonrefundable fee of not more than \$5,000.00 to help defray administrative and enforcement costs associated with the operation of a marihuana facility in the municipality.

(3) The department may require a municipality to provide the following information to the department on a form prescribed and provided by the department regarding a licensee who submits an application for license renewal:

(a) Information that the board declares necessary to determine whether the licensee's license should be renewed.

(b) A description of a violation of an ordinance or a zoning regulation adopted under subsection (1) committed by the licensee, but only if the violation relates to activities licensed under this act and rules or the Michigan medical marihuana act.

(c) Whether there has been a change to an ordinance or a zoning regulation adopted under subsection (1) since the license was issued to the licensee and a description of the change.

(4) Information a municipality obtains from an applicant under this section is exempt from disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246. Except as otherwise provided in this subsection, information a municipality provides to the department under this section is subject to disclosure under the freedom of information act, 1976 PA 442, MCL 15.231 to 15.246.

History: 2016, Act 281, Eff. Dec. 20, 2016;—Am. 2018, Act 10, Imd. Eff. Jan. 26, 2018.

Compiler's note: Enacting section 2 of Act 281 of 2016 provides:

"Enacting section 2. The legislature finds that the necessity for access to safe sources of marihuana for medical use and the immediate need for growers, processors, secure transporters, provisioning centers, and safety compliance facilities to operate under clear requirements establish the need to promulgate emergency rules to preserve the public health, safety, or welfare."

MEDICAL MARIHUANA FACILITIES LICENSING ACT (EXCERPT)
Act 281 of 2016

333.27102 Definitions.

Sec. 102. As used in this act:

- (a) "Advisory panel" or "panel" means the marihuana advisory panel created in section 801.
- (b) "Affiliate" means any person that controls, is controlled by, or is under common control with; is in a partnership or joint venture relationship with; or is a co-shareholder of a corporation, a co-member of a limited liability company, or a co-partner in a limited liability partnership with a licensee or applicant.
- (c) "Applicant" means a person who applies for a state operating license. With respect to disclosures in an application, or for purposes of ineligibility for a license under section 402, the term applicant includes an officer, director, and managerial employee of the applicant and a person who holds any direct or indirect ownership interest in the applicant.
- (d) "Board" means the medical marihuana licensing board created in section 301.
- (e) "Cutting" means a section of a lead stem or root stock that is used for vegetative asexual propagation.
- (f) "Department" means the department of licensing and regulatory affairs.
- (g) "Grower" means a licensee that is a commercial entity located in this state that cultivates, dries, trims, or cures and packages marihuana for sale to a processor, provisioning center, or another grower.
- (h) "Licensee" means a person holding a state operating license.
- (i) "Marihuana" means that term as defined in section 7106 of the public health code, 1978 PA 368, MCL 333.7106.
- (j) "Marihuana facility" means a location at which a licensee is licensed to operate under this act.
- (k) "Marihuana plant" means any plant of the species *Cannabis sativa* L.
- (l) "Marihuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing any usable marihuana that is intended for human consumption in a manner other than smoke inhalation. Marihuana-infused product is not considered a food for purposes of the food law, 2000 PA 92, MCL 289.1101 to 289.8111.
- (m) "Marihuana tracking act" means the marihuana tracking act, 2016 PA 282, MCL 333.27901 to 333.27904.
- (n) "Michigan medical marihuana act" means the Michigan medical marihuana act, 2008 IL 1, MCL 333.26421 to 333.26430.
- (o) "Municipality" means a city, township, or village.
- (p) "Paraphernalia" means any equipment, product, or material of any kind that is designed for or used in growing, cultivating, producing, manufacturing, compounding, converting, storing, processing, preparing, transporting, injecting, smoking, ingesting, inhaling, or otherwise introducing into the human body, marihuana.
- (q) "Person" means an individual, corporation, limited liability company, partnership, limited partnership, limited liability partnership, limited liability limited partnership, trust, or other legal entity.
- (r) "Plant" means any living organism that produces its own food through photosynthesis and has observable root formation or is in growth material.
- (s) "Processor" means a licensee that is a commercial entity located in this state that purchases marihuana from a grower and that extracts resin from the marihuana or creates a marihuana-infused product for sale and transfer in packaged form to a provisioning center or another processor.
- (t) "Provisioning center" means a licensee that is a commercial entity located in this state that purchases marihuana from a grower or processor and sells, supplies, or provides marihuana to registered qualifying patients, directly or through the patients' registered primary caregivers. Provisioning center includes any commercial property where marihuana is sold at retail to registered qualifying patients or registered primary caregivers. A noncommercial location used by a primary caregiver to assist a qualifying patient connected to the caregiver through the department's marihuana registration process in accordance with the Michigan medical marihuana act is not a provisioning center for purposes of this act.
- (u) "Registered primary caregiver" means a primary caregiver who has been issued a current registry identification card under the Michigan medical marihuana act.
- (v) "Registered qualifying patient" means a qualifying patient who has been issued a current registry identification card under the Michigan medical marihuana act or a visiting qualifying patient as that term is defined in section 3 of the Michigan medical marihuana act, MCL 333.26423.
- (w) "Registry identification card" means that term as defined in section 3 of the Michigan medical marihuana act, MCL 333.26423.
- (x) "Rules" means rules promulgated under the administrative procedures act of 1969, 1969 PA 306, MCL

24.201 to 24.328, by the department in consultation with the board to implement this act.

(y) "Safety compliance facility" means a licensee that is a commercial entity that takes marihuana from a marihuana facility or receives marihuana from a registered primary caregiver, tests the marihuana for contaminants and for tetrahydrocannabinol and other cannabinoids, returns the test results, and may return the marihuana to the marihuana facility.

(z) "Secure transporter" means a licensee that is a commercial entity located in this state that stores marihuana and transports marihuana between marihuana facilities for a fee.

(aa) "Seed" means the fertilized, ungerminated, matured ovule, containing an embryo or rudimentary plant, of a marihuana plant that is flowering.

(bb) "Seedling" means a marihuana plant that has germinated and has not flowered and is not harvestable.

(cc) "State operating license" or, unless the context requires a different meaning, "license" means a license that is issued under this act that allows the licensee to operate as 1 of the following, specified in the license:

(i) A grower.

(ii) A processor.

(iii) A secure transporter.

(iv) A provisioning center.

(v) A safety compliance facility.

(dd) "Statewide monitoring system" or, unless the context requires a different meaning, "system" means an internet-based, statewide database established, implemented, and maintained by the department under the marihuana tracking act, that is available to licensees, law enforcement agencies, and authorized state departments and agencies on a 24-hour basis for all of the following:

(i) Verifying registry identification cards.

(ii) Tracking marihuana transfer and transportation by licensees, including transferee, date, quantity, and price.

(iii) Verifying in commercially reasonable time that a transfer will not exceed the limit that the patient or caregiver is authorized to receive under section 4 of the Michigan medical marihuana act, MCL 333.26424.

(ee) "Tissue culture" means a marihuana plant cell, cutting, tissue, or organ, that is kept under a sterile condition on a nutrient culture medium of known composition and that does not have visible root formation. A tissue culture is not a marihuana plant for purposes of a grower.

(ff) "Usable marihuana" means the dried leaves, flowers, plant resin, or extract of the marihuana plant, but does not include the seeds, stalks, and roots of the plant.

History: 2016, Act 281, Eff. Dec. 20, 2016;—Am. 2018, Act 10, Imd. Eff. Jan. 26, 2018.

Compiler's note: Enacting section 2 of Act 281 of 2016 provides:

"Enacting section 2. The legislature finds that the necessity for access to safe sources of marihuana for medical use and the immediate need for growers, processors, secure transporters, provisioning centers, and safety compliance facilities to operate under clear requirements establish the need to promulgate emergency rules to preserve the public health, safety, or welfare."

MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (EXCERPT)
Initiated Law 1 of 2018

333.27964 Marihuana regulation fund; creation; administration; allocation of expenditures.

Sec. 14. 1. The marihuana regulation fund is created in the state treasury. The department of treasury shall deposit all money collected under section 13 of this act and the department shall deposit all fees collected in the fund. The state treasurer shall direct the investment of the fund and shall credit the fund interest and earnings from fund investments. The department shall administer the fund for auditing purposes. Money in the fund shall not lapse to the general fund.

2. Funds for the initial activities of the department to implement this act shall be appropriated from the general fund. The department shall repay any amount appropriated under this subsection from proceeds in the fund.

3. The department shall expend money in the fund first for the implementation, administration, and enforcement of this act, and second, until 2022 or for at least two years, to provide \$20 million annually to one or more clinical trials that are approved by the United States food and drug administration and sponsored by a non-profit organization or researcher within an academic institution researching the efficacy of marihuana in treating the medical conditions of United States armed services veterans and preventing veteran suicide. Upon appropriation, unexpended balances must be allocated as follows:

(a) 15% to municipalities in which a marihuana retail store or a marihuana microbusiness is located, allocated in proportion to the number of marihuana retail stores and marihuana microbusinesses within the municipality;

(b) 15% to counties in which a marihuana retail store or a marihuana microbusiness is located, allocated in proportion to the number of marihuana retail stores and marihuana microbusinesses within the county;

(c) 35% to the school aid fund to be used for K-12 education; and

(d) 35% to the Michigan transportation fund to be used for the repair and maintenance of roads and bridges.

History: 2018, Initiated Law 1, Eff. Dec. 6, 2018.

Compiler's note: This new act was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. The proposed language was certified to the legislature on April 26, 2018 with the 40-day consideration period lapsing on June 5, 2018. The initiative petition was submitted to the voters as proposal 18-1 at the November 6, 2018 general election where it was approved 2,356,422 for and 1,859,675 against.

MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (EXCERPT)
Initiated Law 1 of 2018

333.27953 Definitions.

Sec. 3. As used in this act:

(a) "Cultivate" means to propagate, breed, grow, harvest, dry, cure, or separate parts of the marihuana plant by manual or mechanical means.

(b) "Department" means the department of licensing and regulatory affairs.

(c) "Industrial hemp" means a plant of the genus cannabis and any part of that plant, whether growing or not, with a delta-9 tetrahydrocannabinol concentration that does not exceed 0.3% on a dry-weight basis, or per volume or weight of marihuana-infused product, or the combined percent of delta-9-tetrahydrocannabinol and tetrahydrocannabinolic acid in any part of the plant of the genus cannabis regardless of moisture content.

(d) "Licensee" means a person holding a state license.

(e) "Marihuana" means all parts of the plant of the genus cannabis, growing or not; the seeds of the plant; the resin extracted from any part of the plant; and every compound, manufacture, salt, derivative, mixture, or preparation of the plant or its seeds or resin, including marihuana concentrate and marihuana-infused products. For purposes of this act, marihuana does not include:

(1) the mature stalks of the plant, fiber produced from the stalks, oil or cake made from the seeds of the plant, any other compound, manufacture, salt, derivative, mixture, or preparation of the mature stalks, except the resin extracted from those stalks, fiber, oil, or cake, or any sterilized seed of the plant that is incapable of germination;

(2) industrial hemp; or

(3) any other ingredient combined with marihuana to prepare topical or oral administrations, food, drink, or other products.

(f) "Marihuana accessories" means any equipment, product, material, or combination of equipment, products, or materials, which is specifically designed for use in planting, propagating, cultivating, growing, harvesting, manufacturing, compounding, converting, producing, processing, preparing, testing, analyzing, packaging, repackaging, storing, containing, ingesting, inhaling, or otherwise introducing marihuana into the human body.

(g) "Marihuana concentrate" means the resin extracted from any part of the plant of the genus cannabis.

(h) "Marihuana establishment" means a marihuana grower, marihuana safety compliance facility, marihuana processor, marihuana microbusiness, marihuana retailer, marihuana secure transporter, or any other type of marihuana-related business licensed by the department.

(i) "Marihuana grower" means a person licensed to cultivate marihuana and sell or otherwise transfer marihuana to marihuana establishments.

(j) "Marihuana-infused product" means a topical formulation, tincture, beverage, edible substance, or similar product containing marihuana and other ingredients and that is intended for human consumption.

(k) "Marihuana microbusiness" means a person licensed to cultivate not more than 150 marihuana plants; process and package marihuana; and sell or otherwise transfer marihuana to individuals who are 21 years of age or older or to a marihuana safety compliance facility, but not to other marihuana establishments.

(l) "Marihuana processor" means a person licensed to obtain marihuana from marihuana establishments; process and package marihuana; and sell or otherwise transfer marihuana to marihuana establishments.

(m) "Marihuana retailer" means a person licensed to obtain marihuana from marihuana establishments and to sell or otherwise transfer marihuana to marihuana establishments and to individuals who are 21 years of age or older.

(n) "Marihuana secure transporter" means a person licensed to obtain marihuana from marihuana establishments in order to transport marihuana to marihuana establishments.

(o) "Marihuana safety compliance facility" means a person licensed to test marihuana, including certification for potency and the presence of contaminants.

(p) "Municipal license" means a license issued by a municipality pursuant to section 16 of this act that allows a person to operate a marihuana establishment in that municipality.

(q) "Municipality" means a city, village, or township.

(r) "Person" means an individual, corporation, limited liability company, partnership of any type, trust, or other legal entity.

(s) "Process" or "Processing" means to separate or otherwise prepare parts of the marihuana plant and to compound, blend, extract, infuse, or otherwise make or prepare marihuana concentrate or marihuana-infused products.

(t) "State license" means a license issued by the department that allows a person to operate a marihuana

establishment.

(u) "Unreasonably impracticable" means that the measures necessary to comply with the rules or ordinances adopted pursuant to this act subject licensees to unreasonable risk or require such a high investment of money, time, or any other resource or asset that a reasonably prudent businessperson would not operate the marihuana establishment.

History: 2018, Initiated Law 1, Eff. Dec. 6, 2018.

Compiler's note: This new act was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. The proposed language was certified to the legislature on April 26, 2018 with the 40-day consideration period lapsing on June 5, 2018. The initiative petition was submitted to the voters as proposal 18-1 at the November 6, 2018 general election where it was approved 2,356,422 for and 1,859,675 against.

MICHIGAN REGULATION AND TAXATION OF MARIHUANA ACT (EXCERPT)
Initiated Law 1 of 2018

333.27956 Adoption or enforcement of ordinances by municipality; marihuana establishment local license; annual fee; restrictions on transportation or other facilities prohibited.

Sec. 6. 1. Except as provided in section 4, a municipality may completely prohibit or limit the number of marihuana establishments within its boundaries. Individuals may petition to initiate an ordinance to provide for the number of marihuana establishments allowed within a municipality or to completely prohibit marihuana establishments within a municipality, and such ordinance shall be submitted to the electors of the municipality at the next regular election when a petition is signed by qualified electors in the municipality in a number greater than 5% of the votes cast for governor by qualified electors in the municipality at the last gubernatorial election. A petition under this subsection is subject to section 488 of the Michigan election law, 1954 PA 116, MCL 168.488.

2. A municipality may adopt other ordinances that are not unreasonably impracticable and do not conflict with this act or with any rule promulgated pursuant to this act and that:

(a) establish reasonable restrictions on public signs related to marihuana establishments;

(b) regulate the time, place, and manner of operation of marihuana establishments and of the production, manufacture, sale, or display of marihuana accessories;

(c) authorize the sale of marihuana for consumption in designated areas that are not accessible to persons under 21 years of age, or at special events in limited areas and for a limited time; and

(d) designate a violation of the ordinance and provide for a penalty for that violation by a marihuana establishment, provided that such violation is a civil infraction and such penalty is a civil fine of not more than \$500.

3. A municipality may adopt an ordinance requiring a marihuana establishment with a physical location within the municipality to obtain a municipal license, but may not impose qualifications for licensure that conflict with this act or rules promulgated by the department.

4. A municipality may charge an annual fee of not more than \$5,000 to defray application, administrative, and enforcement costs associated with the operation of the marihuana establishment in the municipality.

5. A municipality may not adopt an ordinance that restricts the transportation of marihuana through the municipality or prohibits a marihuana grower, a marihuana processor, and a marihuana retailer from operating within a single facility or from operating at a location shared with a marihuana facility operating pursuant to the medical marihuana facilities licensing act, 2016 PA 281, MCL 333.27101 to 333.27801.

History: 2018, Initiated Law 1, Eff. Dec. 6, 2018.

Compiler's note: This new act was proposed by initiative petition pursuant to Const. 1963, art 2, section 9. The proposed language was certified to the legislature on April 26, 2018 with the 40-day consideration period lapsing on June 5, 2018. The initiative petition was submitted to the voters as proposal 18-1 at the November 6, 2018 general election where it was approved 2,356,422 for and 1,859,675 against.

SECTION OF THE FEBRUARY 26, 2019 PLANNING COMMISSION MEETING MINUTES CONCERNING MARIJUANA. THE MINUTES HAVE NOT YET BEEN APPROVED BY THE PLANNING COMMISSION.

PUBLIC HEARINGS:

A. PUBLIC INPUT-RECREATIONAL MARIJUANA

Chairman Sloan gave clarification and directions so that all in attendance will have their chance to speak. This Public Hearing is for seeking public input regarding whether Howell Township should permit Commercial Marijuana Businesses enterprises within the Township.

- **MOTION** by Henry, seconded by Freude, **“TO OPEN THE PUBLIC HEARING FOR PUBLIC INPUT REGARDING RECREATIONAL MARIJUANA.”** Motion carried.
- At the November 2018 Election, Proposal 1 to legalizing aspects of recreational marijuana, Howell Township residents voted: 1,978 YES, 1554 NO.
- The following is only a synopsis of the statements from the public.
- Pat McGreggar founder of RTI Laboratory: believes there are business opportunities and community opportunities. Stated it is being used successfully for several medical reasons. You want to make sure it tested correctly. Wants to come in and set up a laboratory for testing.
- Lorri White from Pinckney: Owns and operates a laboratory in Pinckney for 19 years and will be converting the laboratory into a Marijuana testing facility. Would like it to be in Livingston County.
- Tom Tong from Warren MI: Runs the Cannabis Aid State Conference. Would like the community to know there is a lot of programs out there.
- Regina Momgudas from Bloomfield Hills: The State has made Marijuana legal and would like the Township should also so that residents do not have to drive 50 miles or more to get medicine.
- Glen Miller of Amberwood Trail: Believes there is an opportunity for the Township to make money. It is the will of the voters.
- Duley Thomas from Genoa Township: Don't override the will of the people. People need a safe place to get medicine. Help take it off the Black Market. Works with a Medical Marijuana attorney.
- Kathy Markovich of Fisher Road: A cannabis patient who has a head injury and suffers from seizures. Has been on many different very expensive medications that do not work. Medical Marijuana has lowered the amount of seizures tremendously. Because she is not allowed to drive, she needs a closer place to get her medicine.
- Debra Newberry a Township property owner from Howell City: Thanked the Commissioners for having this open meeting and listening to the people.
- Alex Hansen of Amber Oaks Drive: Wanted to voice support for allowing Commercial Marijuana Businesses in Howell Township. The people voted for it. This is an alternate for opioids. The businesses will add jobs and tax reference for the Township.
- Commissioner Freude: Explained to the audience that there is no direction from the State yet as to where the laws are going, what their guidelines are going to be. There is still too much gray area on this issue.
- Melissa Wilson of Marr Road: Came to observe. Believes that the majority of the County has opted out because of the gray areas. Believes Medical Marijuana is helpful and would like the Township to be the first to opt-in.
- Tom Knight, former Planning Commissioner of Truhn Road: stated he thought the agenda stated this meeting was for Recreational Marijuana and Medical Marijuana. He is opposed to Recreational Marijuana and believes it is a gate-way drug.
- Dustin Robinson from Howell: Believes if you do not opt-in the Township doesn't get any of the money.
- Eric from Genoa Township: Thanked the Township for having the open meeting. He is pro-recreational. Be responsible on handling this.

- David McDade from Clio: Is an architect who has designed several facilities for growing, dispensary and processing. The requirements are strict. You can design these facilities as low of impact as necessary.
- John from Handy Township: Is in favor of everything. Not having is like being a Dry County, let's be progressive. Does not want in the downtown Howell area.
- Coleen Binder from Brighton: Is part of team of micro-biology. It is important to have and keep quality standards.
- Brandon Casady from Oceola Township: Studied out West. Bernie's Dispensary says educate before you medicate. Important to test. Would like to bring a Bernie's Dispensary to the Township.
- Fred Bender from Bancroft: There are workshops to help get manipulates educated.
- Chris McDougal: More residents voted for this than not. Let's have a safer way to grow this and know how it is grown and without pesticides.
- Thomas Tong from Warren MI: Runs Cannabis Aid, a State program for education. Asking the Township to do make a decision in full awareness.
- Pat McGreggar a form Genesee County Deputy Sheriff: Cannabis is being grown all over, legally and illegally. The only way to have control over the environment and get the bad elements out is for the Township to have control over it.
- Lorri White from Pinckney: Recreational Marijuana laws not in place for a couple of years but there is a framework to start with. It is most likely the Recreational and the Medical Marijuana will be combined.
- Duley Thomas from Geona Township: There has been a lot of research done in other countries. Pharmaceutical companies are running the Country but they do not want to look into this because they will not benefit from it.
- Chairman Sloan the Planning Commission will make their recommendation to the Board. If anyone has further comment they can do so at the Call to the Public.
- It was recommended that there be a show of hands of how many Howell Township residents that are still in attendance, in favor of a "grow operations" in the Township. 7 residents rose their hands.
- **MOTION** by Freude, seconded by Henry, **"TO CLOSE THE PUBLIC HEARING FOR PUBLIC INPUT REGARDING RECREATIONAL MARIJUANA AT 7:35 P.M."** Motion carried.

OTHER BUSINESS:

RECREATIONAL MARIJUANA DISCUSSION

- Chairman Sloan stated that the Board asked the Planning Commission to make a recommendation on Recreational Marijuana Commercial Businesses within the Township. Most of what was heard at this meeting tonight from the public had to do with Medical Marijuana.
- Planner Montagno laid out possible uses: 1) Allow a GROWER to locate a facility in the Township either indoors, outdoors or both. 2) Allow a PROCESSOR facility in the Township to extracts resin from the marijuana. 3) Allow a SECURE TRANSPORTER facility in the Township to store marijuana and then transport it between other facilities. 4) Allow a SAFETY COMPLIANCE facility in the Township to receive from a grower and then test for contaminants and other substances. 5) Allow a DISPENSARY facility in the Township to sell marijuana.
- Discussion on the following: 1) whether to recommend to the Board to opt out. 2) To have an ordinance to allow any or all of the possible uses. 3) The amount of income it would bring into the Township. 4) The pros and cons of Recreational Marijuana use. 5) Medical Marijuana. 6) How the residents voted. 7) Community safety. 8) Opioids. 9) What some of the other communities are doing? 9) Tax benefits. 10) Commercial standpoint. 11) Time period to make a decision. 12) Having the Township have some control over it. 13) Taking personal opinion out of it and take the feedback from the residents to draft an ordinance. 14) Look at some sample ordinances. 15) To opt out until an appropriate ordinance can be created. 16) To opt out completely or temporarily. 17) Get more guidance for an ordinance.
- Commissioner Counts, Board Representative, stated that the Board would like to have a clear direction from the Planning Commission.

- Planner Montagno suggested 3 options: 1) to opt in and craft an ordinance. 2) To opt out completely and that it is the end of it. 3) To opt out temporarily while an ordinance is being created.
- **MOTION** by Counts, seconded by Manwiller, **“TO RECOMMEND TO THE BOARD TO OPT OUT FOR THE TIME BEING WHILE WE UNDERSTAND OUR OPTIONS AND REVIEW ORDINANCES FROM LOCAL MUNICIPALITIES.”** Discussion followed. A roll-call vote was taken: Haglund – yes, Freude – no, Sloan – no, Manwiller – yes, Henry – no, Williams – no, Counts – yes. Motion failed 4 to 3.
- **MOTION** by Henry, seconded by Freude, **“TO TABLE THIS MATTER UNTIL THE NEXT MEETING SO THAT WE CAN CONSIDER SOME PROPOSED ORDINANCES AND DISCUSS FURTHER.”** Discussion followed. A roll-call vote was taken: Williams – yes, Sloan – yes, Haglund – no, Manwiller – no, Freude – yes, Counts – yes, Henry – yes. Motion carries 5 to 0.

CALL TO THE PUBLIC:

- Tom Knight of Truhn Road: Thanked Commissioner Manwiller for his earlier comment about the small amount of money that would be brought in from allowing marijuana business in the Township. He would rather see a new car dealership or similar business come into the Township. He commended the Commission Board's appropriate decision to table the issue. He doesn't feel that there was that big of margin between the voters yes and no votes.
- Glen Miller of Amberwood Trail: Agrees to table the decision to get a knowledgeable understanding for an ordinance. Do not act like it doesn't exist. Thanked the Township listening to the public.
- Dustin Robinson from Howell: Compared tobacco industry to marijuana industry.
- Courtney from Pinckney: Wants the Commissioners to consider all the establishments in the area where people leave under the influence of alcohol.
- Tim Smith of Hickory Acres Drive: Agreed with Tom Knight with his concerns. Was disappointed when the proposal passed. Has looked at studies that show recreational use does have developmental effects on young people. Would like it not to come in. Is in favor of Medical Marijuana.
- One public member stated it is coming, have some control over it.
- A public member compared the cost of accidents while under the influence of alcohol to the cost of marijuana issues.
- Another public member talked about THC. Also talked about many things can be a gateway drug.

EXAMPLE

TOWNSHIP OF HOWELL
COUNTY OF LIVINGSTON, STATE OF MICHIGAN
ORDINANCE NO. _____

ADOPTED: _____, 2019

EFFECTIVE: IMMEDIATELY AFTER PUBLICATION

PROHIBITION OF RECREATIONAL MARIHUANA ESTABLISHMENTS ORDINANCE

An ordinance to provide a title for the ordinance; to define words; to prohibit marihuana establishments within the boundaries of Howell Township pursuant to Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended; to provide penalties for violation of this ordinance; to provide for severability; to repeal all ordinances or parts of ordinances in conflict therewith; and to provide an effective date.

THE TOWNSHIP OF HOWELL
LIVINGSTON COUNTY, MICHIGAN

ORDAINS:

SECTION I TITLE

This ordinance shall be known as and may be cited as the Howell Township Prohibition of Marihuana Establishments Ordinance.

SECTION II DEFINITIONS

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

SECTION III NO MARIHUANA ESTABLISHMENTS

Howell Township hereby prohibits all marihuana establishments within the boundaries of the Township pursuant to Initiated Law 1 of 2018, MCL 333.27951, *et seq.*, as may be amended.

SECTION IV VIOLATIONS AND PENALTIES

1. Any person who disobeys neglects or refuses to comply with any provision of this

ordinance or who causes allows or consents to any of the same shall be deemed to be responsible for the violation of this ordinance. A violation of this ordinance is deemed to be a nuisance per se.

2. A violation of this ordinance is a municipal civil infraction, for which the fines shall not be less than \$100 nor more than \$500, in the discretion of the Court. The foregoing sanctions shall be in addition to the rights of the Township to proceed at law or equity with other appropriate and proper remedies. Additionally, the violator shall pay costs which may include all expenses, direct and indirect, which the Township incurs in connection with the municipal civil infraction.

3. Each day during which any violation continues shall be deemed a separate offense.

4. In addition, the Township may seek injunctive relief against persons alleged to be in violation of this ordinance, and such other relief as may be provided by law.

5. This ordinance shall be administered and enforced by the Ordinance Enforcement Officer of the Township or by such other person (s) as designated by the Township Board from time to time.

SECTION V **SEVERABILITY**

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

SECTION VI **REPEAL**

All ordinance or parts of ordinances in conflict herewith are hereby repealed.

SECTION VII **EFFECTIVE DATE**

This ordinance shall take effect immediately after publication.

HOWELL TOWNSHIP
Jean Graham, Clerk

(517) 546-1483

AGENDA ITEM

8E

SECTION OF THE JANUARY 22, 2019 PLANNING COMMISSION MEETING MINUTES
CONCERNING THE SIGN ORDINANCE.

PUBLIC HEARING:

AMENDMENTS TO SIGN REGULATIONS

- Planner Montagno stated a lot of time, work and collaborations with Attorney Fahey went into these amendments. The purpose of the amendments were to get rid of all content indications based on use, location and size.
- Needed corrections to the amendments: page 14, Section M, change word decretive wall to decorative wall and page 20 should state Section 19.06 through 19.08.
- **MOTION** by Counts, seconded by Manwiller, **“TO OPEN THE PUBLIC HEARING FOR, AMENDMENTS TO THE SIGN REGULATIONS AT 7:52 P.M.”** Motion carried.
- Questions from the Commissioners for clarifications on the meaning of certain sections.
- There were no comments from the public.
- **MOTION** by Manwiller, seconded by Counts, **“TO CLOSE THE PUBLIC HEARING FOR, AMENDMENTS TO SIGN REGULATIONS AT 8:07 P.M.”** Motion carried.
- Further discussion/questions from the Commissioners.
- **MOTION** by Haglund, seconded by Counts, **“TO RECOMMEND APPROVAL TO THE TOWNSHIP BOARD, THE AMENDMENTS TO THE SIGN REGULATIONS ORDINANCE AS PRESENTED, WITH THE 2 CORRECTIONS AS DISCUSSED.”** A roll-call vote was taken: Manwiller – yes, Counts – yes, Williams – yes, Haglund – yes, Freude – yes, Sloan – yes. Motion carries 6 to 0.
- Complete Sign Regulation Ordinance is available at the Township Office.

Section 2.02 DEFINITIONS.

~~*Billboard.* Meaning any surface which contains a message unrelated to the premises wherein it is displayed or posted (an off-premises sign) and is regulated in accordance with regulations governed by the Highway Advertising Act, Public Act No. 106 of 1972 (as amended) (MCL 252.301 et seq.). See the definition of "Sign, Off-Premise".~~

~~*Outdoor Advertising Signs.* See "Signs, Outdoor Advertising".~~

~~*Sign.* The use of any words, numerals, figures, devices, designs or trademarks by which anything is made known such as are to show an individual firm, profession, business, product or message and are visible to the general public. See Article XIX for detailed definitions of particular sign design permitted. See definitions in Section 19.02~~

~~*Sign, Animated.* Any sign having a conspicuous and intermittent variation in the illumination of the physical position of any part of the sign.~~

~~*Sign, For Sale.* A temporary sign advertising the availability for sale, rental, or lease of property upon which it is located.~~

~~*Sign, Off-Premise.* Meaning any sign that is not related to the use of the property, a product sold, or the sale or lease of the property on which it is displayed, and that does not identify the place of business as purveyor of the merchandise, services, etc., advertised upon the sign. A sign that disseminates information that does not directly relate to the use of the property on which the sign is located. Also known as Outdoor Advertising.~~

~~*Sign, Outdoor Advertising.* (Also Billboard). Any construction or portion thereof upon which a sign or advertisement used as an outdoor display for the purpose of making anything known to the general public is affixed. The definition does not include any bulletin boards used to display official court or public notices.~~

Section 14.20 TEMPORARY BUILDINGS AND STRUCTURES.

Temporary buildings and structures, ~~including informational, for sale and similar signs,~~ are permitted during the period of construction, and sales involving change of ownership or rental occupancy. Such buildings, ~~and~~ structures ~~and signs~~ shall be removed upon completion or abandonment of construction, sale or rental activities and prior to occupancy and use of the building or structure for permitted uses. Also refer to Sections 14.28 and 16.09 for permits to park or use mobile homes on a temporary basis.

ARTICLE XIX SIGN REGULATIONS

Section 19.01 PURPOSE.

The purpose of this Article is to regulate ~~on-site~~ signs and ~~outdoor~~ advertising so as to protect the health, safety and general welfare, to protect property values, and to protect the character of the various neighborhoods in Howell Township. Additional objectives, above and beyond those found within this Article, are as follows:

~~— Protect the public right in accordance with the First Amendment of the United States Constitution.~~

- A. Recognize that the principal intent of commercial signs is to serve the public interest, for providing accurate information to the public, not for creating visual blight, and not for compromising traffic safety.
- B. Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces desired uniform traffic flow, and creates potential for accidents.
- C. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- D. Enable the public to locate goods, services, and facilities without excessive difficulty and confusion by restricting the placement of signs.
- E. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
- F. Preserve and improve the aesthetics and character of the ~~city~~ township by encouraging signs of consistent size which are compatible with and complementary to related buildings and uses, and harmonious with their surroundings.
- G. Provide a regulation ~~predictable form-based ordinance~~ that focuses on ~~regulating~~ the time, place, manner, and physical characteristics of signs, but not ~~focus on regulating~~ the ~~message~~ content of signs in accordance with the First Amendment of the United States Constitution.;

~~The principal features are the restriction of advertising to the use of the premises on which the sign is located and the restriction of the total sign area permissible per site. Any sign placed on land or on a building for the purposes of identification or for advertising a use conducted on the premises shall be deemed an accessory use. It is intended that the display of signs will be appropriate to the land, building, or use to which they are appurtenant and be adequate, but not excessive, for the intended purpose of identification or advertisement. With respect to signs advertising business uses, it is specifically intended, among other things, to avoid excessive competition and clutter among sign displays.~~

(Ord. No. 1 eff. Jan. 8, 1983, Amend. Ord. No. eff.)

Section 19.02 DEFINITIONS.

- A. *Abandoned Sign.* A sign ~~which~~ that has ceased to be used, and the owner intends no longer to have used it for the display of sign copy, or any sign not repaired or maintained properly, after notice pursuant to the terms of this Article. ~~is located on the site of a building or on the wall of a unit within a building that no longer has a tenant, advertises or identifies a business, lessor, owner, or activity conducted upon or product available on the premises where such sign is displayed.~~
- B. *Billboard.* Meaning any free standing sign on a parcel of land which does not include another principal structure. Such sign shall be established as a principal use. ~~surface which contains a message unrelated to the premises wherein it is displayed or posted (an off-premises sign) and is regulated in accordance with regulations governed by the~~

Highway Advertising Act, Public Act No. 106 of 1972 (as amended) (MCL 252.301 et seq.). ~~See the definition of "Sign, Off-Premise".~~

~~C. *Business District or Shopping Center.* A group of two (2) or more stores, offices, research or manufacturing facilities which collectively have a name different from the name of any of the individual establishments and which have common off-street parking and entrance facilities.~~

~~D. *Candela per meter squared.* A unit of measure of the intensity of light radiating from a surface equal to one candela per square meter of surface.~~

~~D.E. *Canopy, Awning or Marquee Sign.* Any sign attached to or constructed within or on a canopy, awning or marquee.~~

~~E. *District.* Zoning District as established by the Howell Township Zoning Ordinance.~~

~~F. *Electronic Message Sign/LED.* A sign with a fixed or changing message composed of a series of lights or light-emitting diodes (LED) that may be changed through electronic means. *A time and/or temperature sign may not be considered as an LED sign.*~~

~~F.G. *Flag.* A *temporary* sign consisting of a piece of cloth, fabric or other non-rigid material.~~

~~H. *Foot Candle.* A unit of measure of the intensity of light falling on a surface equal to one (1) foot from a given surface.~~

~~G.I. *Freestanding or Ground Sign.* A sign supported from the ground by one or more poles, posts, or similar uprights, with or without braces~~

~~H.J. *Height of Sign.* The vertical distance to the top edge of the copy area or structure, whichever is higher, as measured from the adjacent street grade.~~

~~I. *Identification Sign.* A sign which carries only the name of the firm, the major enterprise, of the principal product or service offered for sale on the premises or a combination of these things only to identify location of said premises and not to advertise. Such signs shall be located only on the premises on which the firm or major enterprise is situated, or on which the principal product is offered for sale.~~

~~J. *Off Site Sign.* (Off premises sign) A sign other than an on-site sign.~~

~~K. *On Site Sign.* (On-premises sign) A sign which advertises or identifies only goods, services, facilities, events, or attractions on the premises where located.~~

~~L. *Off Premise Sign.* Any sign that advertises products or services which are located on a different property. Also known as Billboard.~~

K. *Shopping Center.* A group of two (2) or more stores, offices, research or manufacturing facilities which collectively have a name different from the name of any of the individual establishments and which have common off-street parking and entrance facilities.

~~M.L. *Sign.* Any structure or part thereof, or device attached thereto or painted or represented thereon, or any material or thing, illuminated or otherwise, which displays or includes any numeral, letter, word, model, banner, emblem, insignia, device, code mark or other representation used as, or in the nature of, an announcement, advertisement, direction or designation, of any person, firm, organization, place, commodity, service, business, profession, or industry, which is located upon any land or in any building, in such manner as to attract attention from outside the premises. *Except signs Placards* not exceeding one (1) square foot in area bearing only property numbers, post box numbers or names of occupants of premises shall not be considered signs. Names of buildings, date of erection, monument citations, commemorative tablets, and the like, when carved into stone, concrete, or similar material or made of other permanent type construction and made an integral part of the structure shall not be consider signs.~~

~~N.M. *Temporary Sign.* A sign that is intended to be displayed for a limited period of time.~~

~~O.N. *Wall Sign.* A sign attached to or erected against the wall of a building with the face in a plane parallel to the plane of the building wall.~~

~~P.O. *Window Sign.* A sign installed on or in a window for purposes of viewing from outside the premises. This term does not include merchandise located in a window.~~

~~Q. *Portable Sign.* Any sign not permanently attached to the ground or a building.~~

(Ord. No. 1 eff. Jan. 8, 1983; Amend. Ord. No. 97 eff. Feb. 23, 2000; Amend. Ord. 251 eff. June 22, 2012; further amend. eff. Nov. 22, 2018)

Section 19.03 GENERAL SIGN REGULATIONS.

The following regulations shall apply to all signs in Howell Township:

A. Illuminated Signs.

- 1) AR, SFR and MFR Districts - only indirectly illuminated signs shall be allowed provided such sign is so shielded as to prevent direct light rays from being visible from the public right-of-way or any adjacent residential property. ~~This shall exclude permitted electronic message signs for schools, churches, libraries or public institutions.~~
- 2) OS, NSC, RSC, RT, HSC, HC, and I Districts - indirectly or internally illuminated signs are permitted providing such sign is so shielded as to prevent direct light rays from being visible from the public right-of-way or any adjacent residential property.
- 3) No sign shall have blinking, flashing or fluttering lights or other illuminating devices which have a changing light intensity, brightness, or color, or which are so constructed and operating as to create an appearance of writing or printing, ~~except that movement showing, date, time and temperature exclusively may be permitted.~~ Nothing contained in this Ordinance shall be construed as preventing use of lights or decorations related to public or private celebrations ~~religious and patriotic festivities.~~ Beacon lights or search lights shall not be permitted as a sign for advertising purposes except as provided in Section 19.10 **"Temporary Signs."**

B. Measurement of Sign Area. The area of a sign shall be computed as including the entire area within a regular geometric form or combination of such forms comprising all the display area of the sign and including all of the elements of the matter displayed. Frames and structural members not bearing copy or display material shall not be included in computation of sign area. Where a sign has two (2) or more faces, the area of all faces shall be included in determining the area of the sign, except that where two (2) such faces are placed back to back, parallel to one another, and less than twenty-four (24) inches apart, the area of the sign shall be the area of one face.

C. Height of Signs. No free standing sign shall exceed a height of ten (10) feet, except a sign shall not exceed twenty-five (25) feet in height which meets the requirements of Section 19.08B. Where, because of topography of the location or other obstruction in relation to the primary road accessing a business, the visibility of its sign cannot be seen from its primary road of access, the Planning Commission may give consideration to increasing the permitted maximum height of a free standing ~~business~~ sign provided that the following information is presented as part of a Site Plan submission:

- 1) A map showing both existing and proposed topography of the area between and around the proposed location of the proposed sign and its primary road access.

- 2) A topographical profile showing the difference in elevation between the permitted height of the sign at its proposed location and the points along the ~~business~~ primary road ~~of accessing the business~~ property from which the sign can be most reasonably seen.
- 3) An indication on the topographical profile of the obstructions which prevent the sign from being reasonably seen from ~~its~~ the primary road of access.
- 4) A primary road of access shall be determined by the Planning Commission as that road which in its judgment will most reasonably provide visibility of the sign ~~for the purpose for which the business exists~~ on the property.

D. Setback Requirements for Signs. Except where specified otherwise in this Ordinance, all signs shall be set back a minimum of ten (10) feet as measured from the road right-of-way line.

(Ord. No. 1 eff. Jan. 8, 1983; Amend. by Ord. No. 97 eff. Feb. 23, 2000, Amend. by Ord. No. 189 eff. June 29, 2005)

Section 19.04 SIGNS PERMITTED IN ALL DISTRICTS.

Subject to the other conditions of this Ordinance, the following signs shall be permitted anywhere within the Howell Township:

A. Flagpoles and Flags; ~~Flag Brackets, Flag Stanchions and Flags~~

~~—Flagpoles and Flags.~~

~~In all districts, up to three flagpoles not exceeding fifty (50) feet in height may be installed, and up to two (2) flags may be displayed per flagpole. No permit shall be required for a flag or flag pole.~~

~~—Flag Brackets, Flag Stanchions, and Flags.~~

~~In all districts, one flag bracket or stanchion may be attached or placed for the display of one flag on each structure. A flag displayed from a flag bracket or a flag stanchion shall not exceed twenty four (24) square feet in size. A sign permit is not needed to display a flag on a flag bracket or stanchion. For the purpose of determining the size of a flag, only one side of the flag shall be counted as the display surface.~~

~~A. Off-premise signs which bear names, information and emblems of service clubs, places of worship, civic organizations, and quasi-public uses shall be permitted on private property with permission of the Planning Commission. Each sign shall be not more than three (3) square feet in area, shall not exceed a height of eight (8) feet, and shall be set back a minimum of ten (10) feet from the road right-of-way line. All signs shall be consolidated within a single frame, if more than one (1) sign is placed at one (1) location.~~

B. Signs which direct traffic movement onto or within a property and which do not contain any advertising copy or logo, and which do not exceed eight (8) square feet in area for each sign. Horizontal directional signs, on and flush with paved

areas may exceed eight (8) square feet. A directional sign shall be located on the property to which it is directing traffic and shall be located on the lot or parcel behind the road right-of-way line.

~~C. One church announcement bulletin shall be permitted on any site which contains a church regardless of the district in which located, provided said bulletin does not exceed twenty-four (24) square feet in area and a height of six (6) feet, and is set back a minimum of ten (10) feet from the road right-of-way line. When a church has an identification sign as permitted elsewhere in this Ordinance, an announcement bulletin shall not be permitted.~~

(Ord. No. 1 eff. Jan. 8, 1983)

Section 19.05 PROHIBITED SIGNS.

- A. Miscellaneous Signs and Posters. Tacking, pasting, or otherwise affixing of signs or posters visible from a public way ~~except "no trespassing", "no hunting", "beware of animal", warning or danger signs, and other legal postings as required by law,~~ located on the walls of buildings, barns, sheds, on trees, poles, posts, or fences is prohibited except "no trespassing", "no hunting", "beware of animal", warning or danger signs, and other legal postings as required by law, or as provided in this Article Section.-;
- B. Banners. Pennants, banners, search lights, twirling signs, sandwich board signs, sidewalk or curb signs, balloons, or other gas-filled figures are prohibited except as provided in Section 19.10 ~~CG~~ "Temporary Signs". ~~National, State and Organizational flags may be displayed, provided they are attached to the wall of a building or a flagpole and meet the setback requirements of signs.~~
- C. Swinging Signs. Signs which swing or otherwise noticeably move as a result of wind pressure because of the manner of suspension or attachment are prohibited.
- D. Moving Signs. Except as otherwise provided in this Article, no sign or any portion thereof which moves or assumes any motion constituting a non-stationary or fixed condition shall be permitted.
- E. Parking of Advertising Vehicles. No person shall park any vehicle or trailer on a public right-of-way, public property, or on private property so as to be visible from a public right-of-way, which has attached thereto or located thereon any sign ~~or advertising except for a device for the purpose of directing people to a business or activity. Currently licensed vehicles and trailers which are engaged in the regular activity of service or delivery for a business. have painted upon them in a permanent manner the name of the product which they deliver and/or the name and address of the owner shall be excluded from this provision.~~

F. Abandoned Signs. ~~Abandoned Signs that is located on the site of a building or the wall of a unit that no longer has a tenant~~ advertise an activity, business, product or service no longer conducted or available on the premises on which the sign is located, shall be removed within thirty (30) days of the abandonment of the use of the premises, the time that the sign lapses into disrepair, or the time when the owner no longer intends to use the sign.

G. Portable Signs. ~~Portable signs shall be prohibited.~~

G.H. Unclassified Signs. The following signs are prohibited:

- 1) Signs which imitate an official traffic sign **or signal which contains the words "stop", "go slow", "caution", "danger", "warning", or similar words except as otherwise provided in this Article.**
- 2) Signs which are of a size, location, content, coloring, or manner of illumination which may be confused with or construed as a traffic control device or which hide from view any traffic or street sign or signal or which obstruct the view in any direction at a street or road intersection.
- 3) Signs which contain obscenity according to state or federal law. ~~statements, words or pictures of an obscene, pornographic or immoral character.~~
- 4) Signs which are painted directly onto the wall, or any other structural part of a building except as permitted in Section 19.11.D and 19.11.E.
- 5) Signs which are painted on or attached to any fence or any wall which is not structurally a part of a building, except to provide for the street addresses of the lot or parcel.
- 6) Signs which emit audible sound, or odor, ~~and offensive messages and exhibitions on a sign.~~
- 7) Roof signs.

(Ord. No. 1 eff. Jan. 8, 1983; Amend. Ord. No. 97 eff. Feb. 23, 2000)

~~Section~~ 19.06 PERMITTED SIGNS IN AR DISTRICTS.

A. One sign advertising the name and type of farm products grown on a on and active farm premises which is being used for a farm agricultural operation. Such sign shall not exceed sixteen (16) square feet in area.

B. One ~~identification~~ sign shall be permitted for each vehicle entrance from public street road frontage ~~for a vehicle entrance~~, for a school, church building or other authorized special use ~~or lawful nonconforming use~~ except a home occupation. ~~Where a church has an announcement bulletin as permitted in Section 19.04C herein, said identification sign shall not be permitted.~~ Each sign shall not exceed eighteen (18) square feet in area or eight (8) feet in height.

(Ord. No. 1 eff. Jan. 8, 1983)

Section 19.07 PERMITTED SIGNS AR, SFR, OS AND MFR DISTRICTS.

A. One ~~identification~~ sign shall be permitted for each vehicle entrance from a public road frontage, for a subdivision, multiple-family, office building development or mobile home park. Each sign shall not exceed eighteen (18) square feet in area. ~~One additional sign advertising "For Rent" or "Vacancy" may be placed on each public road frontage of a rental residential or office development provided that such sign shall not exceed three (3) square feet in area and is incorporated into the identification sign. Each sign shall be located behind the right-of-way line of any public road.~~

B. One ~~identification~~ sign shall be permitted for each vehicle entrance from public road frontage ~~for a vehicle entrance~~ for a school, church or public building, ~~or other authorized use or lawful nonconforming use except home occupations.~~ ~~Where a church has an announcement bulletin as permitted in Section 19.04C herein, said identification sign shall not be permitted.~~ Each sign shall not exceed eighteen (18) square feet in area or eight (8) feet in height.

(Ord. No. 1 eff. Jan. 8, 1983; Amend. Ord. No. 97 eff. Feb. 23, 2000)

Section 19.08 PERMITTED SIGNS IN NSC, RSC, RT, HSC, HC AND I DISTRICTS.

On-site canopy or marquee signs, wall signs, and free-standing signs are allowed subject to the following conditions:

A. Signs permitted for single buildings on developed lot or group of lots developed as one lot, not in a shopping center subject to Section 19.08.B.

1) Area. Each developed lot or parcel shall be permitted at least eighty (80) square feet of sign area for all ~~exterior on-site~~ signs. The area of ~~exterior on-site~~ signs permitted for each lot or parcel shall be determined as two (2) square feet of sign area for each one (1) linear foot of building length which faces on a public street. The maximum area for all ~~exterior on-site~~ signs for each developed lot or parcel shall be two hundred (200) square feet. No freestanding

~~identification~~ sign shall exceed one hundred (100) square feet in area. No ~~exterior~~-wall sign for businesses without a ground floor frontage shall exceed twenty-four (24) square feet in area.

2) Number. Each developed lot or parcel shall be permitted two (2) ~~exterior on site~~ signs. For every developed lot or parcel which is located at the intersection of two (2) collector or arterial roads or highways, three (3) ~~exterior on site~~ signs shall be permitted. Only one (1) freestanding ~~identification~~ sign shall be permitted on any single road. All businesses without ground floor frontages shall be permitted one (1) combined ~~exterior~~-wall sign, in addition to the number of signs allocated to the developed lot or parcel. The total area of all ~~exterior~~ signs shall not exceed the total sign area permitted in Section 19.08.A.1).

B. Signs permitted for a shopping center or other integrated group of stores, commercial buildings, office buildings or industrial buildings, not subject to Section 19.08.A:

1) Free-Standing Signs. Each shopping center, commercial district or a lot which has at least two (2) separate businesses located upon it and which has at least 200 feet of road frontage on each of the roads upon which it fronts shall be permitted one (1) freestanding ~~identification~~ sign for each collector or arterial road that it faces. ~~Each sign shall state only the name of the shopping center and the major tenants located therein.~~ The sign area shall be determined as one (1) square foot for each one (1) linear foot of building which faces one (1) public road. The maximum area for each freestanding sign shall be two hundred (200) square feet. Tenants of a shopping center shall not be permitted individual freestanding ~~identification~~ signs. Such signs shall not exceed twenty-five (25) feet in height.

2) Wall Signs. Each business in a shopping or commercial district with ground floor frontage shall be permitted one ~~exterior~~-wall sign. The area for such an ~~exterior~~-wall sign shall be computed as one (1) square foot for each one (1) linear foot of building frontage occupied by the business. All businesses without ground floor frontage shall be permitted one (1) combined ~~exterior~~-wall sign not more than twenty-four (24) square feet in area.

C. Window signs shall be permitted and shall not be included in total sign area computation if said signs do not occupy more than twenty-five (25) percent of the total window area of the floor level on which displayed or exceed a total of two hundred (200) square feet for any one building. If window signs occupy more than twenty-five (25) percent of said window area or exceed a total of two hundred (200) square feet for any one building, they shall be treated as exterior signs and shall conform to Section 19.08A.1) and 19.08B.2).

~~D. A time and temperature sign shall be permitted in addition to the above conditions provided that ownership identification or advertising copy does not exceed ten (10) percent of the total sign area and further provided that the total area of the sign does not exceed thirty (30) square feet.~~

~~E. In addition to the provisions of Section 19.08A and B above, an automobile service station may have one (1) additional sign for each public road or highway frontage for a vehicle entrance, for the purpose of advertising gasoline prices and other services provided on the premises. Said sign shall be mounted on a freestanding structure or on the structure of another permitted sign, provided that clear views of road traffic by motorists or pedestrians are not obstructed in any way. Said sign shall not exceed eight (8) square feet in area and shall not advertise the brand name of gasoline or other materials sold on the premises.~~

(Ord. No. 1 eff. Jan. 8, 1983; Amend. Ord. No. 97 eff. Feb. 23, 2000, further amend. Ord. 119, eff. Dec. 27, 2000)

Section 19.09 BILLBOARDS ~~(OFF PREMISE SIGNS).~~

- A. Approval. All applications for billboards are subject to the site plan approval procedures in Article XX and shall be approved by the Planning Commission.
- B. Districts. Subject to the provisions of Section 14.06, billboards shall only be allowed as a principle ~~structure~~ use on property in the RSC, HSC, HC, IZ, and I Districts. Such property must share a property line with the M-59 or I-96 right of way.
- C. Area. The total sign area of any billboard shall not exceed six hundred and seventy-two (672) square feet per face. A **triangular or "V"**-shaped billboard shall not have more than two (2) sign faces.
- D. Design. Billboard shall be square or rectangle. ~~of a traditional design~~. 3-D billboard extensions, embellishments, amplified design, or any relief projecting from the sign surface or projecting beyond the sign edge is prohibited. No billboard design shall involve motion or rotation of any part of the structure, running animation or displays, or flashing or moving lights.
- E. Setback. No portion of a billboard shall be located closer than twenty-five (25) feet to any right of way property line. No billboard shall be located closer than twenty-five (25) feet to any other property line. Billboard signs shall be located no closer than one thousand (1,000) feet to any adjacent district which permits or is occupied by a residential use. Except that the residential setback shall not extend across the I-96 right-of-way.
- F. Site area. The minimum lot area required for a billboard shall be the minimum area required for a lot in the zoning district in which it is located.

- G. Distance from Other Signs. Billboards shall be spaced no closer than one thousand (1,000) feet from other billboard signs on either side of an interstate highway or freeway right-of-way line.
- H. Distance from Interchange or intersection. A sign structure shall not be permitted adjacent to or within five hundred (500) feet of an interchange, or any highway pull off including MDOT facilities along I-96 and shall not be permitted adjacent to or within one thousand (1,000) feet of an interchange, an intersection at grade, or any highway pull off including MDOT facilities along M-59. The distance shall be measured from the point of beginning or ending of pavement widening at the exit from or entrance to the main traveled way.
- I. Height. The top of any billboard shall not be higher than twenty-five (25) feet above the average normal grade beneath any portion of the structure. Normal grade is considered the preexisting grade at the time of application. Grades shall not be altered in order to increase the height of the billboard.
- J. Illumination. A billboard may be either externally or internally illuminated, ~~subject to Section 38-405 (b).~~ In addition, billboards which are located along I-96 only, may ~~utilize~~ use digital technology subject to the following:
- 1) A billboard shall not display light of such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance. In order to reduce glare, no design shall have a white or near white background.
 - 2) The digital billboard sign shall operate at a brightness level not to exceed 6000 cd/m² (candelas per ~~meter squared~~ meter) between sunrise and sunset, and a maximum brightness of 300 cd/m² between sunset and sunrise. Sunrise and sunset times shall be determined according to the National Institute of Standards and Technology (NIST "<http://www.nist.gov>"). **In addition to the above maximum day/night brightness thresholds, the digital billboard sign shall be equipped with ambient light sensors that automatically adjust the brightness levels to no more than 0.3 foot candles above ambient light conditions.**
 - 3) Sign ~~Owner-owner~~ shall provide written certification from the sign manufacturer or company furnishing the sign display system, that the above requirements have been pre-set at the factory or other facility. The sign owner shall separately certify that the above requirements setting will not be adjusted.
 - 4) The brightness of the sign shall be measured by a certified individual, other than the ~~Sign-sign Owner-owner~~ or an employee of the ~~Sign-sign Owner-owner~~, who is qualified to make such measurement using a handheld luminance **meter e.g., "nit gun."** **The required operation/level of ambient light sensors shall be measured using a handheld illuminance meter.** The timing for each message change shall be verified by use of a stop watch, video camera or other appropriate measuring device. The ~~Sign-sign Owner-owner~~ shall certify in writing to the Township Planning Commission and Zoning Administrator before final construction inspection, and twice annually from the ~~Sign-sign Owner-owner's~~ Owner's-owner's initial certification date thereafter, that the sign has been field tested by a certified individual, other than the ~~Sign-sign Owner-owner~~ or employee of the ~~Sign-sign Owner-owner~~, and the sign is operating in compliance

with the requirements in this section. The cost of all certification shall be the responsibility of the ~~Sign~~sign
~~Owner~~owner.

- 5) The digital billboard sign display system shall be configured with a self-diagnostics program that will notify the ~~Sign~~sign
~~Owner's~~owner's technical support team in the event of a malfunction of the sign. In the event of a display failure resulting in a flashing or intermittent light change, or a failure resulting in the display exceeding the brightness level or image dwell standard stated in subsection (f)(2) above, the display shall be automatically shut-off or steps shall be taken immediately by the ~~Sign~~sign
~~Owner's~~owner's technical support team to shut-off the sign remotely. Additionally, should more than one individual display panel comprising the total sign display area not function as engineered, the display shall be immediately shut-off remotely.
 - 6) All displayed images must be static.
 - 7) No flashing, animation, scrolling, blinking, or intermittent lights, or lights with changing colors or levels of light intensity shall be permitted.
 - 8) The use of video on signs is expressly prohibited.
 - 9) The transition time between images shall be instantaneous (less than one second), with no transition effects between images.
 - 10) The minimum dwell time (time an image is displayed) of each and any image will be exactly nine (9) seconds. Emergency messages may exceed this dwell time if deemed appropriate.
 - 11) Sequential images or messages (e.g. back-to-back, nine (9) second images that form one continual advertisement), are prohibited.
 - 12) The digital billboard screen shall be allowed to operate 24 hours per day, seven days per week, unless a malfunction occurs.
- K. Conversion. No existing static billboard may be converted to one using digital technology without first submitting site plan application for review by the Planning Commission that demonstrates that the proposed sign will meet all of the requirements of this ordinance.
- L. Construction and Maintenance. ~~All~~Any billboard shall be self-supported and pole-mounted.
- 1) All plans for billboards shall be certified by a licensed engineer registered in Michigan;

- 2) All billboards shall be self-supported and pole-mounted;
- 3) All billboards shall be constructed in accordance with industry-wide standards established by the Outdoor Advertising Association of America and the Institute of Outdoor Advertising, or their successor organizations. All billboards shall be structurally sound and maintained in good condition and in compliance with all applicable Michigan Building Codes;
- 4) The rear face of a single-face, billboard shall be painted and maintained with a single neutral color as approved by the township; and
- 5) Every three years, the owner of the billboard shall have a structural inspection made of the billboard by a licensed engineer registered in Michigan and shall provide to the ~~township~~ Township a certificate certifying that the billboard is structurally sound.
- 6) No billboard shall be permitted to fall into a state of disrepair in accordance with Section 19.14 of this ordinance.

M. Landscaping. A landscape plan shall be submitted in conjunction with the sign permit application for a billboard. A landscape buffer a minimum of 15 feet wide shall be provided at the base of all billboards. Such landscaped area should be enhanced with a ~~decorative~~ decorative wall. Trees and shrubbery, including evergreen and flowering trees, of sufficient size and quantity shall be used to achieve the effect of making the base of the structure blend with the surroundings. ~~The proposed landscaping plan shall be substantially similar to the example in figure 409-1.~~ An irrigation system shall be installed for the landscaping area. Billboards along I-96 shall be exempt from this landscaping requirement.

N. Guarantee. An irrevocable, automatically renewing letter of credit from a bank chartered and located in the United States of America in an amount ~~and form established by~~ satisfactory to the Township Board shall be required for continued maintenance. In the event that a billboard is vacated, the cost of removal, if that burden is placed on the Township, shall be assessed to the property owner.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 30 eff. Aug. 8, 1991; further amend. by Ord. No. 97 eff. Feb. 23, 2000, amend by Ord. 254 eff. Feb. 10, 2013, amend. by Ord. No. eff.; further amend. eff. Nov. 22, 2018)

Section 19.10 TEMPORARY SIGNS.

Un-illuminated on-site temporary exterior signs may be erected in accordance with the regulations of this Article, except that no permit shall be required.

A. Temporary Wall or Window Signs.

- 1) In all districts, the Zoning Administrator may allow two (2) temporary wall or window signs for up to a forty-five (45) day period, not more than three (3) times per year. All temporary signs permitted under this provision shall otherwise comply with all requirements pertaining to height and area for the zoning district in which the sign is located.
- 2) All temporary wall or window signs which are not properly maintained shall be removed at the order of the Zoning Administrator.

B. Temporary Ground Signs.

- 1) In all districts, up to ~~one~~three (3) non-illuminated temporary ground signs shall be permitted per parcel, provided that the combined sign area does not exceed forty (40) square feet. One additional non-illuminated temporary ground sign may be permitted per each twenty (20) feet that a parcel exceeds one hundred (100) feet of road frontage. For each additional sign, the parcel shall be permitted an additional four (4) square feet added to the total combined sign area. ~~per 50 (50) feet of road frontage. The maximum sign area for each temporary ground sign shall be four (4) square feet.~~ The minimum setback for any temporary ground sign from any property line or public right of way shall be ~~thirteen (13)~~ten (10) feet. ~~A sign permit is not required to display a temporary ground sign.~~
- 2) All permitted temporary ground signs may be displayed for no more than one ~~ninety~~hundred and eighty (90)180 days per year. Following the expiration of the ~~ninety~~one hundred and eighty (90)180 day period, the landowner shall remove the temporary ground sign. Failure to timely remove a temporary ground sign constitutes a violation of this ~~Section~~Article.

- ~~— No temporary ground sign may be displayed without the consent of the legal owner of the property on which the sign is mounted or displayed.~~
- ~~— All permitted temporary ground signs shall otherwise comply with all other standards for freestanding signs set forth in this Section.~~

~~A. In AR and SFR districts one (1) sign for each public road frontage advertising a recorded subdivision or development shall be permitted. Each sign not to exceed eighteen (18) square feet in area. Each sign shall be removed within one (1) year after the sale of ninety (90) percent of all lots or units within said subdivision or development.~~

~~B. In MFR districts one (1) sign on each public road frontage of a new multiple family development advertising the new dwelling units for rent or sale, not to exceed eighteen (18) square feet in area shall be permitted. Each sign shall be removed within sixty (60) days of the initial rental or sale of seventy (70) percent of the dwelling units within the development.~~

~~C. One (1) identification sign shall be permitted for all building contractors, one (1) for all professional design firms and one (1) for all lending institutions on sites under construction, each sign not to exceed six (6) square feet in area, with not more than a total of three (3) such signs permitted on one site. If all building contractors, professional design firms and lending institutions combine together in one (1) identification sign, such sign shall not exceed twenty four (24) square feet in area with not more than one (1) sign permitted on one site. Signs shall have a maximum height of ten (10) feet~~

and shall be confined to the site of the construction, construction shed or construction trailer and shall be removed within fourteen (14) days after the issuance of a certificate of occupancy.

~~D. Temporary real estate direction signs, not exceeding three (3) square feet in area and four (4) in number, showing a directional arrow and placed back of the road right-of-way line, shall be permitted on approach routes to an open house, only for day of open house. Signs shall not exceed three (3) feet in height.~~

~~E. Temporary signs announcing any annual or semi-annual public, charitable, educational or religious event or function, located entirely within the premises on which the event or function is to occur shall be permitted. Maximum sign area shall not exceed twenty four (24) square feet. Signs shall be allowed no more than twenty one (21) days prior to the event or function. If building-mounted, signs shall be flat wall signs and shall not project above the roof line. If ground mounted, signs shall not exceed six (6) feet in height. Signs shall be set back in accordance with Section 19.03D of this Ordinance.~~

~~F. In AR, SFR and MFR districts one (1) temporary real estate "For Sale", "For Rent", or "For Lease" sign, located on the property and not exceeding six (6) square feet in area shall be permitted. In all other zoning districts one (1) sign of this type shall be permitted provided it does not exceed thirty two (32) square feet in area and is set back in accordance with Section 19.03D of this Ordinance. If the lot or parcel has multiple street frontage one (1) additional sign not exceeding six (6) square feet in area in AR, SFR and MFR districts or thirty two (32) square feet in area in all other districts shall be permitted. Under no circumstances shall more than two (2) such signs be permitted on a lot or parcel. Such signs shall be removed within seven (7) days following the sale, rent or lease. In no case shall a sign list the sale, rent, or lease of a building which is not located on the property on which the sign is located.~~

~~G. Banners, pennants, search lights, balloons, or other gas filled figures are permitted at the discretion of the Zoning Administrator for the opening of a new business in a commercial or industrial district for a single period not to exceed fourteen (14) consecutive days. Such signs shall not obstruct pedestrian or vehicular view. A zoning permit must be issued by the Zoning Administrator.~~

~~D. In all districts, all types of temporary signs shall comply with the following:~~

~~1) Temporary signs not be attached to any utility pole or be located within any public right-of-way.~~

~~2) Temporary signs shall not be located closer than ten (10) feet from the edge of the traveled portion of the roadway, nor shall they be located within any dedicated right-of-way.~~

~~3) Temporary signs shall not be erected in such a manner than they will or may reasonably be expected to interfere with, obstruct, confuse or mislead traffic, or to create a hazard of any kind.~~

~~4) No temporary sign may be displayed without the consent of the legal owner of the property on which the sign is mounted or displayed.~~

~~H. On-site and off-site seasonal signs advertising the sale of seasonal crops or special events shall be permitted on any lot or parcel provided that each sign does not exceed sixteen (16) square feet in sign area, shall not be displayed for more than ninety (90) days in any one (1) year and shall have the permission of the property owner if it is an off-site sign.~~

~~I. See Section 14.20 for additional provisions for temporary signs.~~

(Ord. No. 1 eff. Jan. 8, 1983; Amend. Ord. No. 97 eff. Feb. 23, 2000)

Section 19.11 EXEMPTED SIGNS.

The following types of signs are exempted from all provisions of this ~~Ordinance~~Article, except for construction and safety regulations and the following standards:

A. Signs of a noncommercial nature and in the public interest, erected by, or on the order of a public officer, in the performance of a public duty, such as directional signs, regulatory signs, warning signs, and informational signs.

~~B. Political campaign signs announcing candidates seeking public political office and other data pertinent thereto except as prohibited in Section 19.05A, providing that these signs shall be removed within seven (7) days after the date of the election for which they were posted.~~

~~C. Names of buildings, date of erection, monument citations, commemorative tablets, and the like, when carved into stone, concrete, or similar material or made of other permanent type construction and made an integral part of the structure.~~

~~B.D.~~ Signs painted on farm buildings located on farms upon which the principal use is for agricultural purposes as defined in Section 2.02(3), Agriculture.

C. Notices indicating "no trespassing", "no hunting", "beware of animal", warning or danger signs, and other similar notices which don't exceed a size of 10 inches by 14 inches.

~~E. One (1) sign not to exceed six (6) square feet in area shall be permitted on a residential lot or parcel which is ten (10) acres or more in area.~~

(Ord. No. 1 eff. Jan. 8, 1983; Amend. by Ord. No. 97 eff. Feb. 23, 2000)

Section 19.11~~2~~ NONCONFORMING SIGNS.

Nonconforming signs shall not:

- A. Be reestablished after ~~the activity, business or usage to which it relates has been discontinued~~ being abandoned for ninety (90) days or longer.
- B. Be structurally altered so as to prolong the life of the sign or so as to change the shape, size, type or design of the sign.
- C. Be reestablished after damage or destruction, if the estimated expense of reconstruction exceeds fifty (50) percent of the replacement cost as determined by the Zoning Administrator.

(Ord. No. 1 eff. Jan. 8, 1983)

Section 19.13 PERMITS AND FEES.

- A. Application for a permit to erect or replace a sign, or to change copy thereon, shall be made by the owner of the property, or his authorized agent, to the Zoning Administrator by submitting the required forms, fees, exhibits and information. Fees for sign permits for all signs erected pursuant to Sections ~~19.04, 19.06, 19.07, 19.08, and 19.09, and 19.10~~ shall be established by resolution of the Township Board and shall bear a reasonable relationship to the cost and expense of administering this permit requirement. The Township Board shall further have the right to amend the aforementioned resolution from time to time within the foregoing limits or reasonableness.

No person, firm or corporation shall erect or commence construction upon an ~~outdoor advertising sign~~ within Howell Township without first applying for and obtaining a permit from the Howell Township Zoning Administrator, except as required herein, which permit shall be granted upon a showing of compliance with the provisions of this Ordinance and payment of a fee therefore, which fee shall be payable annually upon renewal of the permit in accordance with the terms and conditions hereof. Permits shall be issued for a period of one (1) year, but shall be renewable annually upon inspection of the ~~outdoor advertising sign~~ by the Zoning Administrator confirming continued compliance with this Ordinance and payment of the ~~outdoor advertising sign~~ permit fee.

- B. An application for a sign permit shall contain the following:

- 1) **The applicant's name and address in full**, and a complete description of his relationship to the property owner.
- 2) If the applicant is other than the property owner, the signature of the property owner concurring in submittal of said application is required.
- 3) The address of the property.

- 4) An accurate scale drawing of the property showing location of all buildings and structures and their uses, and location of the proposed sign.
 - 5) A complete description and scale drawings of the sign, including all dimensions and the area in square feet.
- C. All proposed sign locations or relocations shall be inspected on the site by the Township Zoning Administrator for conformance to this Ordinance prior to placement on the site. Foundations shall be inspected by the Zoning Administrator on the site prior to pouring of the concrete for the sign support structure.
 - D. A sign permit shall become null and void if the work for which the permit was issued has not been completed within a period of six (6) months after the date of the permit. Said sign permit may be extended for a period of thirty (30) days upon request by the applicant and approval of the Zoning Administrator.
 - E. Painting, repainting, cleaning and other normal maintenance and repair of a sign or a sign structure, unless a structural or size change is made, shall not require a sign permit.
 - F. Signs for which a permit is required shall be inspected periodically during construction by the Zoning Administrator for compliance with this Ordinance and other laws of Howell Township.

(Ord. No. 1 eff. Jan. 8, 1983; amend. by Ord. No. 30 eff. Aug. 8, 1991)

Section 19.14 REMOVAL OF SIGNS.

- A. The Zoning Administrator shall order the removal of any sign erected or maintained in violation of this Ordinance except for legal nonconforming signs. Thirty (30) days notice in writing shall be given to the owner of such sign or of the building, structure, or premises on which said sign is located, to remove the sign or to bring it into compliance with the Ordinance. Upon failure to remove the sign or to comply with this notice, the Township may remove the sign. The Township may also remove any sign immediately and without notice if it reasonably appears that the condition of the sign is such as to present an immediate threat to the safety of the public. Any cost of removal incurred by the Township shall be assessed to the owner of the property on which said sign is located and may be collected in the manner of ordinary debt or in the manner of taxes and such charge will be a lien on the property.
- B. A sign shall be removed by the owner or lessee of the premises upon which the sign is located within thirty (30) days after the business which it advertises is no longer conducted on the premises sign has been abandoned. If the owner or lessee fails to remove the sign, the Township may remove it in accordance with the provisions stated in Section 19.134A preceding. These removal provisions shall not apply where a subsequent owner or lessee occupies the premise conducts

~~the same type of business and agrees to maintain the signs to advertise the type of business being conducted on the premises and provided the signs comply with the other provisions of this Ordinance.~~

- C. All signs shall be maintained in good condition. Any sign that has been allowed to fade, peel, crack, or otherwise show signs of neglect or disrepair shall be considered a violation of this ordinance and is subject to removal provisions stated in Section 19.14A preceding.

(Ord. No. 1 eff. Jan. 8, 1983; further amend. eff. Nov. 22, 2018)

Section 19.15 ELECTRONIC MESSAGE SIGNS.

Electronic message signs/LED shall be permitted subject to the sign regulations for each zoning district as permitted within Sections 19.06 through 19.08 and further subject to the following additional regulations:

~~A.1)~~ The frequency of the message change of an Electronic Message Sign shall be restricted to no less than once every ~~nine (9)~~ six (6) seconds.

~~B.2)~~ An electronic message board shall be considered a part of a wall sign or freestanding sign and shall be located below the main sign. Such electronic message board signs shall not exceed fifty (50%) percent of the total sign area as allowed per Zoning District and sign regulations of Article XIX. ~~Electronic message boards for churches, schools, libraries or other institutions located within residential zoning districts, shall be allowed to be up to eighteen (18) sq. ft. in size.~~

~~C.3)~~ The maximum height of an electronic message board shall conform to the height regulations for signs allowed in each Zoning District as specified in Article XIX.

~~D.4)~~ The electronic message sign may not display light or such intensity or brilliance to cause glare, impair the vision of an ordinary driver, or constitute a nuisance. Maximum sign luminance shall not exceed 0.3 foot-candles above ambient light measurement based upon the ~~sign area~~ area of the sign (in square feet) and distance measured perpendicular to the sign face in accordance with the following table (Table 19-1):

Table 19-1 Maximum Light Levels of Electronic Message Signs		
Maximum Allowed Ambient Light Level	Area of Sign (sq. ft.)	Measurement of Distance (ft)*
0.3 foot-candles	10	32
0.3 foot-candles	15	39
0.3 foot-candles	20	45
0.3 foot-candles	25	50
0.3 foot-candles	30	55
0.3 foot-candles	35	59
0.3 foot-candles	40	63
0.3 foot-candles	45	67
0.3 foot-candles	50	71
0.3 foot-candles	55	74
0.3 foot-candles	60	77

Source: Model Code, Illuminating Engineering Society of North America

* Measured in feet, perpendicular to the face of the sign.

E.5) Prior to the issuance of a sign permit, the applicant shall provide written certification from the sign manufacturer that the light intensity has been factory-programmed not to exceed the above listed light levels, and that the intensity level is protected from end-user manipulation by password-protected software or other method satisfactory to the Howell Township Zoning Administrator.



Livingston County Department of Planning

LIVINGSTON COUNTY PLANNING COMMISSION MEETING

Wednesday, February 20, 2019 – 6:30 p.m.

Administration Building, Board of Commissioners Chambers
304 East Grand River, Howell, MI 48843

Agenda

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

1. Call to Order
2. Pledge of Allegiance
3. Roll and Introduction of Guests
4. Approval of Agenda – February 20, 2019
5. Approval of Meeting Minutes – January 16, 2019
6. Call to the Public
7. Zoning Reviews
 - A. Z-06-19 Brighton Township, Zoning Ordinance Amendment, Article 2 Zoning Districts in General, Section 2-06 Prohibition of Recreational Marihuana Establishments
 - B. Z-07-19 Deerfield Township, Rezoning, New Township Zoning Map
 - C. Z-08-19 Howell Township, Zoning Ordinance Amendment, Article II Definitions and Article XIX Sign Regulations
 - D. Z-09-19 Green Oak Charter Township, Zoning Ordinance Amendment, Article I In General and Article IV Supplementary Regulations
8. Old Business
 - A. Progress on visits to local planning commissions
9. New Business
 - A. Set Public Hearing for 2019-2023 Livingston County Parks and Open Space Plan
10. Reports
 - A. Livingston County Planning Department 2019 Work Program
 - B. Other Planning Department Updates
11. Commissioners Heard and Call to the Public
12. Adjournment

Department Information

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Livingston County Department of Planning

February 21, 2019

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

Howell Township Board of Trustees
c/o Jean Graham, Clerk
3525 Byron Road
Howell, MI 48855

Re: Planning Commission Review of Text Amendment Z-08-19.

Dear Board Members:

The Livingston County Planning Commission met on Wednesday, February 20, 2019 and reviewed the text amendment request referenced above. The County Planning Commissioners made the following recommendation:

Z-08-19 Approval. The proposed text amendments are compatible with the Howell Township Zoning Ordinance.

Copies of the staff review and Livingston County Planning Commission meeting minutes are enclosed. Please do not hesitate to contact our office should you have any questions regarding county action.

Sincerely,

Kathleen J. Kline-Hudson

sb

Enclosures

c: Andrew Sloan, Planning Commission Chair
Joe Daus, Township Zoning Administrator

Meeting minutes and agendas are available at:
<http://www.livgov.com/plan/agendas.aspx>

Department Information

Administration Building
304 E. Grand River Avenue
Suite 206
Howell, MI 48843-2323

(517) 546-7555
Fax (517) 552-2347

Web Site
<http://www.livgov.com>

RECEIVED

FEB 25 2019

HOWELL TOWNSHIP

Staff Recommendation: Approval. The proposed zoning map is well defined and brings the Township Ordinance up to date.

Commission Discussion: None.

Commission Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER STEVENS TO RECOMMEND APPROVAL. SECONDED BY COMMISSIONER CLUM.

Motion passed: 5-0

C. Z-08-19: PUTNAM TOWNSHIP, ZONING ORDINANCE AMENDMENTS - ARTICLE II: DEFINITIONS AND ARTICLE XIX SIGN REGULATIONS.

The Howell Township Planning Commission is proposing to amend the Township Zoning Ordinance by modifying several sections of Article 19 regarding signage in the Township. The purpose of the amendments are to update the sign ordinance for compatibility after the 2015 Reed v Gilbert decision that established content neutrality for signage and to clarify existing sign regulations.

Township Planning Commission Recommendation: Approval. There were no comments at the January 22, 2019 public hearing on the proposed text amendments.

Staff Recommendation: Approval. The proposed text amendments are compatible with the Howell Township Zoning Ordinance.

Commission Discussion: None.

Public Comment: None.

Commissioner Action:

Commissioner Action: IT WAS MOVED BY COMMISSIONER CLUM TO RECOMMEND APPROVAL. SECONDED BY COMMISSIONER ANDERSON.

Motion passed: 5-0

D. Z-09-19: GREEN OAK CHARTER TOWNSHIP, ZONING ORDINANCE AMENDMENTS - ARTICLE I IN GENERAL AND ARTICLE IV SUPPLEMENTARY REGULATIONS.

This proposed text amendment is related to a municipality's right to completely prohibit or limit the number of marihuana establishments with its boundaries, under the provisions of the Michigan Regulation and Taxation of Marihuana Act (MRTMA).

Township Planning Commission Recommendation: Approval. The Green Oak Charter Township Planning Commission recommended Approval of the zoning ordinance text amendments to Articles I and IV at their January 17, 2019 meeting. There were no public comments at the January 17, 2019 public hearing for the proposed text amendment.

Staff Recommendation: Approval. The proposed text amendments appear to be consistent with the Michigan Regulation and Taxation of Marihuana Act, Initiated Law 1 of 2018.

Commission Discussion: None.

Public Comment: None.



Livingston County Department of Planning

MEMORANDUM

Kathleen J. Kline-Hudson
AICP, PEM
Director

Robert A. Stanford
AICP, PEM
Principal Planner

Scott Barb
AICP, PEM
Principal Planner

TO: Livingston County Planning Commission and the Howell Township Board of Trustees

FROM: Scott Barb, Principal Planner

DATE: February 13, 2019

SUBJECT: Z-08-19. Amendments to Zoning Ordinance: Article 2 Definitions, Section 2.02 Definitions; Article 19 Sign Regulations, Numerous Sections.

The Howell Township Planning Commission is proposing to amend the Township Zoning Ordinance by modifying several sections of Article 19 regarding signage in the Township. The purpose of the amendments are to update the sign ordinance for compatibility after the 2015 *Reed v Gilbert* decision that established content neutrality for signage and to clarify existing sign regulations. Staff has reviewed the proposed changes for accuracy and compatibility with the Township Zoning Ordinance and offers the following summary for your review. Staff comments are written in *italic and underlined* while changes to the Ordinance are written in **red**.

Article 2 Definitions, Section 2.02 Definitions

Various sign definitions will be deleted in this section and moved to Section 19.02 Definitions.

Article 19 Sign Regulations, Section 19.01 Purpose

The 'purpose' section of the sign ordinance will be modified to include the additional text as follows:

- A. Recognize that the principal intent of commercial signs is to serve the public interest, for providing accurate information to the public, not for creating visual blight, and not for compromising safety.
- B. Recognize that the proliferation of signs is unduly distracting to motorists and non-motorized travelers, reduces the effectiveness of signs directing and warning the public, causes confusion, reduces uniform traffic flow, and creates potential for accidents.
- C. Prevent signs that are potentially dangerous to the public due to structural deficiencies or disrepair.
- D. Enable the public to locate goods, services, and facilities without excessive difficulty and confusion by redistricting the placement of signs.
- E. Prevent placement of signs which will conceal or obscure signs of adjacent uses.
- F. Preserve and improve the aesthetics and character of the township by encouraging signs of consistent size which are compatible with and

Department Information

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complementary to related buildings and uses, and harmonious with their surroundings.

- G. Provide regulation that focuses on the time, place, manner, and physical characteristics of signs, but not the content of signs in accordance with the First Amendment of the United States Constitution.

Staff comments: The new section provides more detail and clarifies the intent and purpose of the sign ordinance. The previous section was vague, inconsistent, and offered little explanation regarding the purposes of a sign ordinance for the Township.

Article 19, Section 19.02 Definitions

The following definitions have been modified to read as follows:

- A. Abandoned Sign: A sign that has ceased to be used, and the owner intends no longer to have used it for the display of sign copy, or any sign not repaired or maintained properly, after notice pursuant to the terms of this Article.
- B. Billboard: Meaning any freestanding sign on a parcel of land which does not include another principal structure. Such sign shall be established as a principal use.
- D. Candela per meter squared: A unit of measure of the intensity of light radiating from a surface equal to one candela per square meter of surface.
- G. Flag: A sign consisting of a piece of cloth, fabric, or other non-rigid material.
- I. Freestanding or Ground Sign: A sign supported from the ground by one or more poles, posts, or similar uprights, with or without braces.
- K. Shopping Center: A group of two (2) or more stores, offices, research or manufacturing facilities which collectively have a name different from the name of any of the individual establishments and which have common off-street parking and entrance facilities.
- L. Sign: In this definition, the following will be added: Placards not exceeding one (1) square foot in area bearing only property numbers, post box numbers, or names of occupants on premises shall not be considered signs.

Staff comments: Not all definitions have been revised. The ones that are listed were revised to clarify and/or grammatically correct the definition.

Article 19, Section 19.03 General Sign Regulations

Minor changes will take place in this section and are as follows:

A. Illuminated Signs

1. In the AR, SFR, and MFR Districts, only indirectly illuminated signs shall be allowed provided such sign is so shielded as to prevent direct light rays from being visible from the public right-of-way or any adjacent residential property. ~~This shall exclude permitted electronic message signs for schools, churches, libraries, or public institutions.~~
3. No sign shall have blinking, flashing or fluttering lights or other illuminating devices which have a changing light intensity, brightness, or color, or which are so constructed and operating as to create an appearance of writing or printing, ~~except that movement showing, date, time and temperature exclusively may be permitted.~~ Nothing contained in this Ordinance shall be construed as preventing use of lights or decorations related to ~~public or private celebrations religious and patriotic festivities.~~ Beacon lights or search lights shall not be permitted as a sign for advertising purposes except as provided in Section 19.10 Temporary Signs.

Staff comments: Indirectly or internally illuminated signs are allowed in other zoning districts other than the residential districts.

Article 19, Section 19.04 Signs Permitted in All Districts

Minor changes that will take place in Section 19.04 include the following:

- A. **Flagpoles and Flags:** In all districts, up to three flagpoles not exceeding fifty (50) feet in height may be installed, and up to two (2) flags may be displayed per flagpole. No permit shall be required for a flag or flagpole.

Staff comments: Flags will be allowed in all zoning districts.

Article 19, Section 19.05 Prohibited Signs

Changes in Section 19.05 are as follows:

- A. **Miscellaneous signs and posters:** Tacking, pasting, or otherwise affixing signs or posters visible from a public way ~~except "no trespassing", "no hunting", "beware of animal", warning or danger signs, and other legal postings as required by law~~ located on the walls of buildings, barns, sheds, on trees poles, posts, or fences is prohibited ~~except "no trespassing", "no hunting", "beware of animal", warning or danger signs and other legal postings as required by law or as provided in this Article.~~
- E. **Parking of Advertising Vehicles:** This section has been modified to allow parking for vehicles that have advertisements on them if they are engaged in service or delivery of a business on the premises.
- F. **Abandoned Signs:** ~~Abandoned signs that is located on the side of a building or the wall of a unit that no longer has a tenant, advertise an activity, business, product, or service no longer conducted or available on the premises on which the sign is located~~ shall be removed within thirty (30) days of the abandonment of the use of the premises ~~the time that the sign lapses into disrepair, or the time when the owner no longer intends to use the sign.~~
- G. **Unclassified Signs:** Signs which contain obscenity according to state or federal law are prohibited.

Staff comments: The amendments in Section 19.05 serve to alleviate potential 'nuisance' signs.

Article 19, Section 19.06 Permitted Signs in AR Districts

Changes to this section include the following:

- A. One sign ~~advertising the name and type of farm products grown on a~~ on an active farm premises ~~which is being used for a farm agricultural operation.~~ Such sign shall not exceed sixteen (16) square feet in area.
- B. One **identification** sign shall be permitted for each **vehicle entrance from public street road** frontage ~~for a vehicle entrance~~, for a school, church building or other authorized **special use or lawful nonconforming use** except a home occupation. ~~Where a church has an announcement bulletin as permitted in Section 19.04 C herein, said identification sign shall not be permitted.~~ Each sign shall not exceed eighteen (18) square feet in area or eight (8) feet in height.

Article 19, Section 19.07 Permitted Signs AR, SFR, OS and MFR Districts

Changes to this section will included the following:

- A. One entrance sign is permitted for subdivisions, multiple family, office building, or Mobile Home Park not to exceed eighteen (18) sq. ft. in area at vehicle entrances.
- B. One sign is permitted for each vehicle entrance from a public road for schools, churches, or pubic buildings not to exceed eighteen (18) sq. ft. in area.

Article 19, Section 19.08 Permitted Signs in NSC, RSC, RT, HSC, HC, and I Districts

This section is being primarily amended to delete "exterior" when dealing with wall signs in referenced districts. Time/temperature signs are also removed from this section where such signs may be included in a shopping center or other integrated group of stores.

Article 19, Section 19.09 Billboards

- D. Design: Billboards shall be ~~square or rectangle of a traditional design.~~

Staff comments: The remainder of the changes in this section are grammatical only.

Article 19, Section 19.10 Temporary Signs

A. Temporary Wall or Window Signs

- 1. In all districts, the Zoning Administrator may allow two (2) temporary wall or window signs up to a forty-five (45) day period, not more than three (3) times per year. All temporary signs permitted under this provision shall otherwise comply with all requirements pertaining to height and area for the zoning district in which the sign is located.
- 2. All temporary wall or window signs which are not properly maintained shall be removed at the order of the Zoning Administrator.

B. Temporary Ground Signs

- 1. In all districts, up to three (3) non-illuminated temporary ground signs shall be permitted per parcel, provided the combined sign area does not exceed forty (40) square feet. One additional non-illuminated temporary ground sign may be permitted per each twenty (20) feet that a parcel exceeds one hundred (100) feet of road frontage. For each additional sign, the parcel shall be permitted an additional four (4) square feet added to the total combined sign area. The minimum setback for any temporary ground sign from any property line or public right-of-way shall be ten (10) feet.
- 2. All permitted temporary ground signs may be displayed for no more than one hundred eighty (180) days per year. Following the expiration of the one hundred eighty (180) day period, the landowner shall remove the temporary ground sign. Failure to timely remove a temporary ground sign constitutes a violation of this Article.

D. In all districts, all types of temporary signs shall comply with the following:

- 1. Temporary signs shall not be attached to any utility pole or be located within any public right-of-way.
- 2. Temporary signs shall not be located closer than ten (10) feet from the edge of the traveled portion of the roadway, nor shall they be located within any dedicated right-of-way.
- 3. Temporary signs shall not be erected in such a manner than they will or may reasonably be expected to interfere with, obstruct, confuse, or mislead traffic, or create a hazard of any kind.
- 4. No temporary sign may be displayed without the consent of the legal owner of the property on which the sign is mounted or displayed.

Staff comments: Another large section of the sign ordinance, temporary sign regulations have been amended to reflect more detailed and concise regulations regarding the placement, sizes, and districts these types of signs will be permitted in. Temporary signs are now permitted in all zoning districts subject to the above referenced regulations.

Article 19, Section 19.11 Exempted Signs

C. Notices indicating “no trespassing”, “no hunting”, “beware of animal”, warning or danger signs, and other similar notices which don’t exceed a size of 10 inches by 14 inches.

Article 19, Section 19.12 Nonconforming Signs

Nonconforming signs shall not:

A. Be reestablished after ~~the activity, business, or usage to which it relates has been discontinued~~ being abandoned for ninety (90) days or longer.

Article 19, Section 19.13 Permits and Fees

Changes to this section are minimal. References to various sections within the sign ordinance are made, but no major changes are being made to the content of Section 19.13.

Article 19, Section 19.14 Removal of Signs

Changes include the following subsection(s):

B. A sign shall be removed by the owner or lessee of the premises upon which the sign is located within thirty (30) days after the ~~business which it advertises is no longer conducted on the premises~~ sign has been abandoned. If the owner or lessee fails to remove the sign, the Township may remove it in accordance with the provisions stated in Section 19.13.A preceding. These removal provisions shall not apply where a subsequent owner or lessee ~~occupies the premise conducts the same type of business~~ and agrees to maintain the signs ~~to advertise the type of business being conducted on the premises~~ provided the signs comply with the other provisions of this Ordinance.

Article 19, Section 19.15 Electronic Message Signs

Changes to this section are minimal. The only addition to this section is the frequency of electronic message signs shall be restricted to no less than once every nine (9) seconds.

Staff comments: Previously, the regulation was once every six (6) seconds.

TOWNSHIP PLANNING COMMISSION RECOMMENDATION: APPROVAL. There were no comments at the January 22, 2019 public hearing on the proposed text amendments.

RECOMMENDATION: APPROVAL. The proposed text amendments are compatible with the Howell Township Zoning Ordinance.

AGENDA ITEM

9B

All Records
SPEC. POPULATION: AD VALOREM+SPECIAL ACTS
REAL & PERSONAL PROPERTY
SUMMER BILLING TYPE(S)
PROMPT FOR INTEREST % TO CHARGE

*** QUESTIONABLE PARCELS/PAYMENTS DETECTED ***

Taxing Authority	Original Roll	+/- Adjustments	Total to Collect	Taxes Collected	Amount Delinquent	Leased Land Delinquent
(S) STATE ED TAX - H	1,998,351.00	-1,370.83	1,996,980.17	1,971,567.45	25,117.52	295.20
(S) HO SCHOOL OPER	2,482,842.72	-2,053.20	2,480,789.52	2,447,399.86	32,705.66	684.00
(S) HO SCHOOL DEBT	1,084,495.18	-719.69	1,083,775.49	1,070,434.02	13,186.55	154.92
(S) LIVINGSTON ISD	1,176,898.43	-757.20	1,176,141.23	1,161,208.79	14,769.43	163.01
(S) COUNTY ALLOCATED	1,181,870.26	-760.41	1,181,109.85	1,166,114.27	14,831.92	163.66
(S) SCHOOL OPER FC	0.00	0.00	0.00	0.00	0.00	0.00
(S) STATE ED TAX	34,336.20	0.00	34,336.20	34,336.20	0.00	0.00
(S) STATE ED TAX - F	64,895.40	0.00	64,895.40	63,274.50	1,620.90	0.00
(S) FO SCHOOL OPER	16,869.67	0.00	16,869.67	16,633.87	235.80	0.00
(S) SubTotals	8,040,558.86	-5,661.33	8,034,897.53	7,930,968.96	102,467.78	1,460.79
(S) Admin Fee	80,387.76	-58.62	80,329.14	79,290.42	1,024.20	14.52
(S) Interest					6,148.05	87.64
(S) Totals	8,120,946.62	-5,719.95	8,115,226.67	8,010,259.38	109,640.03	1,562.95
Grand Totals	8,120,946.62	-5,719.95	8,115,226.67	8,010,259.38	109,640.03	1,562.95

98.7% collected

HOWELL TOWNSHIP

1Q19	
G2G CLOUD SOLUTIONS	
Transaction Amount	\$2,956.29
Enhanced Access Fees	\$95.27
Net Enhanced Access Fees	\$60.03
G2G CLOUD SOLUTIONS Share Back Amount:	\$30.01
1Q19	
1Q19 Total Quarterly Share Back Amount	\$30.01

G2G CLOUD SOLUTIONS Share Back Total	\$30.01
Shareback YTD Total:	\$30.01

1Q19	G2G CLOUD SOLUTIONS	Day	Type	Qty	Transaction Amount	Enhanced Access Fees
	DOG LICENSES - OTC		CRED	1	\$25.00	\$2.50
	GENERAL - OTC		CRED	3	\$345.00	\$14.75
	UTILITY BILLING - OTC		CRED	5	\$1,394.65	\$45.25
	WINTER TAX - OTC		CRED	1	\$1,191.64	\$32.77
	TOTAL			10	\$2,956.29	\$95.27

YTD 10 \$2,956.29 \$95.27

AGENDA ITEM

9D

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
PA19-001	HAY GAIL M	3240 WARNER	\$25.00
Work Description: ON THE NORTH SIDE OF WARNER ROAD BETWEEN TOOLEY AND BURKHART.			

Total Permits For Type: 1
Total Fees For Type: \$25.00

Commercial Land Use

Permit #	Contractor	Job Address	Fee Total
P19-007	FSG QUALITY LIVING LLC	2820 N BURKHART	\$250.00
Work Description: ADDITION TO AN ADULT FOSTER CARE FACILITY. 18,178 SQ. FT. 20 BED SINGLE STORY, 1,039 SQ FT BASEMENT THE REMAINDER IS ON A SLAB.			

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

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P19-006	HUFFMAN SR AND HUFFMAN	4441 WYNNWOOD	\$10.00
Work Description: RE-ROOF - NO STRUCTURAL CHANGES			
P19-009	PETTIT TIMOTHY & ZINA	978 INDIAN CRK	\$10.00
Work Description: RE- ROOFING MOBILE HOME			
P19-010	HESS KIMBERLY ELLEN	3505 AMBER OAKS DR	\$10.00
Work Description: FINISHING BASEMENT			
P19-012	WESTVIEW CAPITAL LLC	3229 HILL HOLLOW LN	\$105.00
Work Description: 1,687 SQ FT SINGLE STORY DWELLING ON A FULL UNFINISHED BASEMENT WITH A 2 CAR ATTACHED GARAGE.			
P19-013	EWALD COLLEEN M	742 JOHN WARD DR	\$50.00
Work Description: INSTALLATION OF A 9.24KW GROUND MOUNTED SOLAR ARRAY. 24 PANELS.			
P19-014	ONDERCHANIN MICHAEL & I	3426 BREWER	\$75.00

Work Description: 32 X 52 POLE BARN WITH 2 12X20 LEAN-TO

Total Permits For Type: 6
Total Fees For Type: \$260.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
P17-192	G L B PARTNERS LLC	3229 HILL HOLLOW LN	\$0.00
Work Description:			
PWS19-001	FSG QUALITY LIVING LLC	2820 N BURKHART	\$16,905.00
Work Description: SEWER CONNECTION 3.5 REU'S			
PWS19-003	BRIDEAU WAYNE AND WAND	2078 OAK GROVE RD	\$4,830.00
Work Description:			
PWS19-005	LOREA LLC	2000 N BURKHART	\$0.00
Work Description:			

Total Permits For Type: 4
Total Fees For Type: \$21,735.0

Sign

Permit #	Contractor	Job Address	Fee Total
P19-008	ANVIL LAND AND PROPERTIE	3401 W GRAND RIV	\$225.00
Work Description: 76 SQ FT MONUMENT SIGN TO REPLACE EXISTING SIGN.			

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

Water Connection

Permit #	Contractor	Job Address	Fee Total
P17-191	G L B PARTNERS LLC	3229 HILL HOLLOW LN	\$0.00
Work Description:			
PWS19-002	FSG QUALITY LIVING LLC	2820 N BURKHART	\$16,905.00

Work Description: WATER CONNECTION 3.5 REU'S

PWS19-004	LOREA LLC	2000 N BURKHART	\$0.00
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Work Description:

Total Permits For Type: 3

Total Fees For Type: \$16,905.0

Report Summary

Population: All Records

Permit.DateIssued Between
2/1/2019 12:00:00 AM AND
2/28/2019 11:59:59 PM

Grand Total Fees: \$39,400.0

Grand Total Permits: 16

AGENDA ITEM

9E

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

MTT UPDATE:

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

SMALL CLAIMS TRIBUNAL: No pending litigation.

ASSESSING OFFICE:

ASSESSOR: Completed the 2019 Assessment Roll. Assessment Change Notices for the Real Property were sent to the printer and mailed out. Most received their notice on Monday February 25th. All Personal Property Statements and Exemption Affidavits have been entered and the appropriate Assessment Change Notices were mailed out by the Township. Those businesses that failed to file were given an estimated assessment as required by the State. Board of Review calls have been light thus far. So the decision to drop a day from the Board of Review schedule seems to have been a wise one. For the 2019 Assessment year, the Residential Class rose 7%. The Agricultural Class remained relatively unchanged. The Industrial Class experienced the largest increase as it went up 12%. The Commercial Class increased 4%.

JOE DAUS, FIELD INSPECTOR: Nothing to report.

OTHER: Nothing to report.

AGENDA ITEM

9H

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

- 1) Approved to re-appoint existing officers for 2019. Andrew Sloan - Chairman, Mark Freude - Vice Chairman and Wayne Williams as Secretary.
- 2) Had a Public Hearing for public input regarding Recreational Marijuana.
- 3) Had a Public Hearing regarding Special Use Permit for the Grand River Party Store/Auto One.
- 4) Recommended the Special Use Permit for the Grand River Party Store/Auto One, to the Township Board based on the findings in the Planner's Report and with the condition that if additional services are provided they will come in for administrative approval and that no outdoor work is permitted and no vehicles in any state of disrepair may be stored out of doors. The owner must maintain compliance with the existing site plan.
- 5) Approved preliminary site plan for Grand River Party Store with conditions.
- 6) To table the decision whether to opt out of allowing Recreational Marijuana Commercial Businesses in the Township to allow time to consider sample ordinances.
- 7) Meeting adjourned, 9:35 P.M.

AGENDA ITEM

9J

Howell Township
Waste Water Treatment Plant
Meeting: March 7, 2019 10 am

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

January: Treatment was good.

February: Exceeded Ammonia limit due to the extreme cold weather. Exceeded Phosphorus limit; sampled everyday into compliance.

Blowers: Installation will be scheduled soon.

Lighting: Issue with Crampton Electric has been resolved, see attached email.

Chemical Room Heater: Heater has been installed with intake air from outside the building to help increase the longevity of the unit.

Equalization Basin: Jerry got another bid to clean out the EQ Basin. Jerry and Clint will be trying to get one more quote and will schedule meetings with the bidders to make sure they understand the logistics and challenges of the site and project.

Grit Removal: Jerry is having issues with the grit removal system in the headworks building. Greg recommended a company to come out and take a look at the issues.

Non-Potable Water System: Part of the grit removal system needs water; this system has never worked at the plant and continues to be an issue. We have yet to get anyone to help resolve this issue.

Biolac Diffusers: Jerry and his crew have assembled enough diffusers to replace all of the diffusers on the first chain. They plan to start the work once the weather gets warmer.

Generators: Jerry had some issues with some pump station generators. One station just needed a new control panel and another needed a new block heater.

Grand River Pump Station:

One of the pumps at the station stopped working. Jerry got an electrician to check it out and discovered that the VFD has gone bad. They wired around the VFD, so now both pumps operate without the VFD.

We received four bids from engineering firms regarding the replacement of this station. The WWTP committee agreed that the two best bids were from Giffels & Webster and HRC; but there was no further recommendation from the committee. **Board needs to approve engineering firm for redesign of the Grand River Lift Station.**

Respectfully submitted,
Jonathan Hohenstein

Wastewater Treatment

- A total of 7.677 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of January, 2019.
- Total daily effluent flows averaged 0.248 MGD, which is 33% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 489 lbs/day, which is 35% of the design organic load.

Permit Parameter	Influent	Effluent	January Permit Limits
Carbonaceous BOD (mg/L)	240 mg/L	NA	Max. 7 Day Avg: NA mg/l
		3.0	Max 30 Day Avg: 13 mg/L
		6.7	Max Daily: 20 mg/L
		9.4	Max 7 Day Avg: 130 lbs
		6.2	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	450 mg/L	6.2	Max. 7 Day Avg: 45 mg/L
		3.4	Max 30 Day Avg: 30 mg/L
		12.4	Max 7 Day Avg: 280 lbs
		7.0	Max 30 Day Avg: 190 lbs
		98%	Min % Removal: 85%
Total Phosphorus (mg/L)	5.5 mg/L	0.44	Max. Mo. Avg: 0.5 mg/L
		0.9	Max. Mon. Avg: 3.1
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	21.7 mg/L	1.8	Max 30 Day Avg: NA
		6.9	Max Daily: 7.0 mg/L
		11	Max 7 Day Avg: 44 lbs
		3.7	Max 30 Day Avg: NA
		N/A	% Removal NA %
Fecal Coliform (cts/100mL)	NA	9	Max 7 Day Avg: 400 cts/100 ml
		4	Max 30 Day Avg: 200 cts/100 ml
Dissolved Oxygen (mg/L)	NA	11.4	Daily Min: 7.0 mg/L
pH (standard units)	7.2	6.6	Daily Min: 6.5 su
		7.3	Daily Max: 9.0 su

Regulatory Matters

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

Quarterly Mercury Sample collected and sent for analysis on the 22 January

Health and Safety

- No accidents occurred in January.

Treatment Plant Issues

- Exterior Plant Lights were re-lamped by Crampton electric.
- Head works Grit conveyor tail shaft packing was replaced by plant staff.

Collection System Issues

- 110 requests for Miss Dig in January. 47 of these were not in conflict with the sewer system, 6 where marked with paint and flags, 13 were cancelled and 55 where listed as "No Response".

Maintenance

- 9 work orders were completed in January.

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

Sincerely,


Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@inframark.com

Wastewater Treatment

- A total of 7.649 million gallons of wastewater was received and treated through the wastewater treatment facility during the month of February, 2019.
- Total daily effluent flows averaged 0.273 MGD, which is 36% of the design hydraulic capacity of the treatment facility. Total daily influent BOD load averaged 439 lbs/day, which is 31% of the design organic load.

Permit Parameter	Influent	Effluent	February Permit Limits
Carbonaceous BOD (mg/L)	240 mg/L	NA	Max. 7 Day Avg: NA mg/l
		3.0	Max 30 Day Avg: 13 mg/L
		6.7	Max Daily: 20 mg/L
		9.4	Max 7 Day Avg: 130 lbs
		6.2	Max 30 Day Avg: 81 lbs
		NA	Min % Removal: NA %
Suspended Solids (mg/L)	336 mg/L	15.1	Max. 7 Day Avg: 45 mg/L
		12.7	Max 30 Day Avg: 30 mg/L
		31.7	Max 7 Day Avg: 280 lbs
		27.8	Max 30 Day Avg: 190 lbs
		93%	Min % Removal: 85%
Total Phosphorus (mg/L)	4.3 mg/L	0.51	Max. Mo. Avg: 0.50 mg/L
		2.2	Max. Mon. Avg: 3.1 lbs
			Max lb/Month: NA lbs
			% Removal NA %
Ammonia Nitrogen (mg/L)	20.9 mg/L	5.5	Max 30 Day Avg: NA
		7.3	Max Daily: 7.0 mg/L
		13.8	Max 7 Day Avg: 44 lbs
		12.1	Max 30 Day Avg: NA
		N/A	% Removal NA %
Fecal Coliform (cts/100mL)	NA	164	Max 7 Day Avg: 400 cts/100 ml
		63	Max 30 Day Avg: 200 cts/100 ml
Dissolved Oxygen (mg/L)	NA	9.5	Daily Min: 7.0 mg/L
pH (standard units)	7.3	6.7	Daily Min: 6.5 su
		7.5	Daily Max: 9.0 su

Regulatory Matters

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

The daily maximum limit for Ammonia of 7.0 mg/L was exceeded on the 3rd by 0.3 mg/L due to cold temperatures experienced at the end of January. Notification of the Department of Environmental Quality was submitted on the 6th of February.

The Monthly average limit for Phosphorus of 0.50 mg/L was exceeded for the month by 0.01 mg/L due to higher suspended solids exiting the tertiary filters experienced during winter months. Notification of the Department of Environmental Quality was submitted on the 6th of March.

Health and Safety

- No accidents occurred in February.

Treatment Plant Issues

- Paulson Construction repaired/replaced siding on the Administration, Influent and Blower buildings
- Lakeside Heating and Cooling installed a new heater in the chemical storage room.
- Reconnected diffuser air supply hose on the #2 diffuser chain that had become disconnected.
- Completed the assembly of the 13 new diffusers in preparation for installation later this spring.
- Annual certification of laboratory fume hood completed on the 15th of February.

Collection System Issues

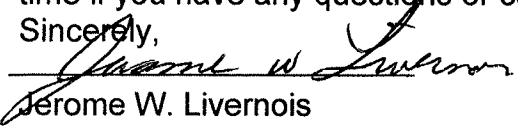
- 73 requests for Miss Dig in January. 22 of these were not in conflict with the sewer system, 14 where marked with paint and flags, 3 were non accessible, 1 were cancelled and 33 where listed as "No Response".

Maintenance

- 10 work orders were completed in February.

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

Sincerely,


Jerome W. Livernois

Facility Manager

1.517.719.7486

Jerome.livernois@inframark.com

Howell Township Treasurer

From: Houseworth, Clinton <Clint.Houseworth@inframark.com>
Sent: Thursday, February 21, 2019 2:30 PM
To: Howell Township Clerk
Cc: Howell Township Treasurer; Ervin, Kirt; Livernois, Jerome
Subject: Crampton Electric Invoice - revised
Attachments: Invoice 115241.pdf

Hi Jean,

I am following-up from our meeting on the Crampton Electric invoice, regarding the recent outdoor light bulb changes at the WWTP. In review of the original quote from Crampton, it is apparent they miscounted the number of lights when creating the job scope. They listed 13 lights in the quote and there are actually 17 lights on 13 poles. I spoke with Crampton and they are in agreement with this error. Consequently, Inframark could have caught this error before submitting the quote to the Township if a more thorough review was completed. This resulted in Crampton replacing the 4 additional bulbs to complete the job and charging additional fees for a second visit. Lastly, Crampton itemized a few additional parts that they replaced that were outside the scope of the original quote. We had requested of them to include any parts/materials in the lump sum original quote (all inclusive price).

I am happy to say we have been able to resolve this issue with Crampton and a revised invoice for the Township is attached. Here are the details of what was done to create the revised invoice.

1. Crampton Electric has removed all charges for the itemized wire nuts and twist locks parts equaling \$116.91.
2. Crampton Electric has removed all labor and equipment charges associated with the second visit to replace the additional 4 bulbs equaling \$600.
3. Inframark has paid the material cost for the additional 4 bulbs equaling \$291.92.

A total of \$1,008.83 has been deducted. Both Crampton and Inframark are accepting partial responsibility for the issues that caused the additional charges to be placed on the initial invoice to the Township. With that said, the attached invoice lists a balance due of \$1,650 for the amount that was prior approved by the Township. Please proceed with processing this revised invoice and let me know if you have any questions or concerns.

Best,

Clint Houseworth | Regional Technical Manager



71486 Merle Street | Edwardsburg, MI 49112
(M) 574.315.9630 | (F) 574.287.1920 | www.inframark.com

Howell Township Treasurer

From: Livernois, Jerome <Jerome.Livernois@inframark.com>
Sent: Monday, March 4, 2019 8:08 AM
To: Howell Township Treasurer
Cc: Houseworth, Clinton
Subject: Lift station generators

Good Morning Jonathon,

As of the end of the day Friday the generators at pump stations #8, Lambert and Tooley rd are all back to normal operations. The Tooley rd and #8 lift station generators have new block heaters installed and the Lambert generator required a new display panel not the more expensive control board. If you have any questions please contact me or I will update all this Thursday at our monthly meeting.

Thanks

Jerry

Jerome W. Livernois / Plant Manager



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

Howell Township Treasurer

From: Houseworth, Clinton <Clint.Houseworth@inframark.com>
Sent: Friday, March 1, 2019 2:33 PM
To: Howell Township Treasurer
Cc: Livernois, Jerome
Subject: Grand River LS

Jonathan,

UIS was able to successfully trouble shoot the Grand River LS pump issue today. The VFD failed as we suspected and they were able to hard wire the pump to the starter, thus bypassing the VFD controller. Turns out UIS sent out the same electrician that performed the same bypass on the other pump a number of years back. Both pumps are now operating and alternating between start/stops correctly. This is another band aid type fix on this station. Replacing this station is definitely a high priority. Just wanted to pass on this update. Have a good weekend.

Regards,

Clint Houseworth | Regional Technical Manager



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AGENDA ITEM

11

Howell Township
Invoice and Check Registers

As of 3/6/2019

User: BRENT KILPELA
DB: Howell Twp

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
194516 17438	SPICER GROUP BD Bond Refund 101-000-203.00	01/30/2019 BRENT KILPELA	02/06/2019	1,477.00	0.00	Paid	Y 01/30/2019
194527 17439	SPICER GROUP BD Bond Refund 101-000-203.00	01/30/2019 BRENT KILPELA	02/06/2019	604.00	0.00	Paid	Y 01/30/2019
194525 17440	SPICER GROUP BD Bond Refund 101-000-203.00	01/30/2019 BRENT KILPELA	02/06/2019	604.00	0.00	Paid	Y 01/30/2019
517540124101 17441	SPICER GROUP BD Bond Refund 101-000-203.00	01/30/2019 BRENT KILPELA	02/06/2019	2,142.00	0.00	Paid	Y 01/30/2019
517546516001 17442	SPICER GROUP BD Bond Refund 101-000-203.00	01/30/2019 BRENT KILPELA	02/06/2019	2,142.00	0.00	Paid	Y 01/30/2019
517540694701 17443	517 540-1241 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	233.26	0.00	Paid	Y 01/30/2019
517540694701 17443	517 540-6947 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	231.21	0.00	Paid	Y 01/30/2019
517540695201 17444	517 540-6952 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	227.76	0.00	Paid	Y 01/30/2019
517540695201 17444	517 540-6952 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	69.89	0.00	Paid	Y 01/30/2019
517540696301 17445	517 540-6963 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	69.89	0.00	Paid	Y 01/30/2019
517546349601 17446	517 546-3496 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	49.79	0.00	Paid	Y 01/30/2019
194586 17447	517 546-3496 FOR FEB 2019 592-442-850.00	01/22/2019 BRENT KILPELA	02/11/2019	293.34	0.00	Paid	Y 01/30/2019
1950103428 17448	SPICER GROUP SEWER AUDIT 592-441-801.02	01/23/2019 BRENT KILPELA	02/23/2019	4,238.01	0.00	Paid	Y 01/30/2019
1950103428 17448	UTILITY BILLING AUDITS/STUDIES EXPENSE 592-441-801.02	01/23/2019 BRENT KILPELA	02/23/2019	4,238.01	0.00	Paid	Y 01/30/2019
1950103428 17448	PAGE ANALYTICAL MERCURY TESTING 592-442-801.00	01/29/2019 BRENT KILPELA	02/28/2019	225.00	0.00	Paid	Y 01/30/2019
1950103428 17448	WWTTP CONTRACTED SERVICES EXPENSE 592-442-801.00	01/29/2019 BRENT KILPELA	02/28/2019	225.00	0.00	Paid	Y 01/30/2019

User: BRENT KILPELA
DB: Howell Twp

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

94548	TRUE VALUE HARDWARE	01/28/2019	02/15/2019	13.97	0.00	Paid	Y
17449	LIGHTBULBS	BRENT KILPELA					
	592-442-956.00	WWTP MISCELLANEOUS EXPENSE		13.97			01/30/2019

35	MHOG	01/22/2019	02/22/2019	101,842.04	0.00	Paid	Y
17450	WATER CONSUMPTION OCT-DEC 2018	BRENT KILPELA					
	592-441-803.00	UTILITY BILLING WATER EXPENSE		101,842.04			01/30/2019

205544160222	CONSUMERS ENERGY	01/17/2019	02/12/2019	1,209.31	0.00	Paid	Y
17451	1222 PACKARD DR JAN 2019	BRENT KILPELA					
	592-442-922.00	WWTP NATURAL GAS EXPENSE		1,209.31			01/30/2019

000859747910	MUTUAL OF OMAHA INSURANCE COMPANY	01/21/2019	02/01/2019	159.75	0.00	Paid	Y
17452	TWP HALL FEB 2019	BRENT KILPELA					
	101-265-721.00	TWP HALL LIFE INSURANCE EXPENSE		159.75			01/30/2019

01/22/2019	COMCAST	01/22/2019	02/12/2019	284.34	0.00	Paid	Y
17453	FEB 2019	BRENT KILPELA					
	101-265-850.00	TWP HALL TELEPHONE EXPENSE		284.34			01/30/2019

601011624905	CONSUMERS ENERGY	01/17/2019	02/13/2019	525.92	0.00	Paid	Y
17454	TWP HALL FEB 2019	BRENT KILPELA					
	101-265-922.00	TWP HALL NATURAL GAS EXPENSE		525.92			01/30/2019

INV-4561	UNIFIED TELECOMMUNICATION SOLUTIONS	01/28/2019	02/12/2019	169.46	0.00	Paid	Y
17455	HEADSET AMPLIFIER BASE	BRENT KILPELA					
	101-000-146.00	OFFICE FURN & EQUIPMENT		169.46			01/30/2019

79964	MASTER MEDIA	01/17/2019	02/17/2019	139.82	0.00	Paid	Y
17456	KITCHEN SUPPLIES	BRENT KILPELA					
	101-265-727.00	TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		139.82			01/30/2019

194528	SPICER GROUP	01/30/2019	02/15/2019	408.00	0.00	Paid	Y
17457	BD Bond Refund	BRENT KILPELA					
	101-000-203.00	BSP17-0003		408.00			01/30/2019

SLS10077714	ALEXANDER CHEMICAL CORPORATION	01/29/2019	02/15/2019	7,249.32	0.00	Paid	Y
17473	FERRIC CHLORIDE	BRENT KILPELA					
	592-442-729.00	WWTP CHEMICALS EXPENSE		7,249.32			02/07/2019

517548388801	AT&T	01/28/2019	02/18/2019	84.81	0.00	Paid	Y
17474	517 548-3888 FOR FEB 2019	BRENT KILPELA					
	592-442-850.00	WWTP TELEPHONE EXPENSE		84.81			02/07/2019

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Inlized Post Date
150560912							
17475	AT&T WWTP INTERNET 592-442-850.00	01/19/2019 BRENT KILPELA	02/10/2019	68.18	0.00	Paid	Y 02/07/2019
94625	TRUE VALUE HARDWARE COUPLING 592-442-956.00	02/04/2019 BRENT KILPELA	02/15/2019	3.59	0.00	Paid	Y 02/07/2019
516800	CULLIGAN WATER WATER DELIVERY 101-265-727.00	01/31/2019 BRENT KILPELA	02/28/2019	51.49	0.00	Paid	Y 02/07/2019
200221275195	DTE ENERGY STREET LIGHTS 101-268-920.00	01/31/2019 BRENT KILPELA	03/11/2019	339.68	0.00	Paid	Y 02/07/2019
17478	AT&T ASSESSING TABLET 101-209-860.00	01/17/2019 BRENT KILPELA	02/12/2019	23.55	0.00	Paid	Y 02/07/2019
1/17/19							
17479	CAREFREE MAINTENANCE CO. TWP HALL CLEANING JAN 2019 101-265-775.00	02/01/2019 BRENT KILPELA	02/07/2019	230.00	0.00	Paid	Y 02/07/2019
2/1/2019							
17480	WYLLIE SOFT WATER SOFTNER SALT DELIVERY 101-265-727.00	02/05/2019 BRENT KILPELA	02/15/2019	69.96	0.00	Paid	Y 02/07/2019
1782	FAHEY SCHULTZ BURZYCH RHODES CROSSROADS OUTDOOR LITIGATION 101-268-801.01	02/04/2019 BRENT KILPELA	03/01/2019	7,318.00	0.00	Paid	Y 02/13/2019
45738	FAHEY SCHULTZ BURZYCH RHODES GENERAL 101-268-801.01	02/04/2019 BRENT KILPELA	03/01/2019	1,968.50	0.00	Paid	Y 02/13/2019
45739	FAHEY SCHULTZ BURZYCH RHODES OAKLAND TACTICAL SUPPLY LITIGATION 101-268-801.01	02/04/2019 BRENT KILPELA	03/01/2019	5,102.50	0.00	Paid	Y 02/13/2019
17484	FAHEY SCHULTZ BURZYCH RHODES TWP AT LARGE LEGAL EXPENSE 101-268-801.01	02/04/2019 BRENT KILPELA	03/01/2019	5,102.50	0.00	Paid	Y 02/13/2019
45740	EVER SO GREEN 2019 SERVICE AGREEMENT 101-265-931.00	02/11/2019 BRENT KILPELA	03/01/2019	380.00	0.00	Paid	Y 02/13/2019
2/13/2019							
17485	TWP HALL GROUNDS CARE EXPENSE			380.00			

03/07/2019 01:43 PM
 User: BRENT KILPELA
 DB: Howell Twp

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2/13/2019 17486	ECONO PRINT 2019 ASSESSMENT CHANGE NOTICE POST 101-209-726.00 ASSESSING POSTAGE EXPENSE	02/13/2019 BRENT KILPELA	02/28/2019	1,457.82	0.00	Paid	Y 02/13/2019
ALECT735 17487	IRON MOUNTAIN DEC-JAN SHREDDING 101-265-775.00 TWP HALL OFFICE CLEANING & MAINT EXPENS	01/31/2019 BRENT KILPELA	03/02/2019	56.66	0.00	Paid	Y 02/13/2019
0002245880 17488	MICHIGAN.COM JANUARY PUBLICATIONS 101-400-900.00 101-101-900.00 PLANNING PRINTING & PUBLICATION EXPENSE TWP BOARD PRINTING & PUBLICATION EXPENS	01/31/2019 BRENT KILPELA	02/20/2019	220.00	0.00	Paid	Y 02/13/2019
2/1/2019 17489	DTE ENERGY 1009 N BURKHART FEB 2019 592-442-920.00 WWTW ELECTRICITY EXPENSE	02/01/2019 BRENT KILPELA	02/25/2019	55.05	0.00	Paid	Y 02/13/2019
2/1/2019 17490	DTE ENERGY 391 N BURKHART FEB 2019 592-442-920.00 WWTW ELECTRICITY EXPENSE	02/01/2019 BRENT KILPELA	02/25/2019	36.86	0.00	Paid	Y 02/13/2019
1/31/2019 17491	DTE ENERGY 2571 OAKGROVE FEB 2019 592-442-920.00 WWTW ELECTRICITY EXPENSE	01/31/2019 BRENT KILPELA	02/22/2019	436.98	0.00	Paid	Y 02/13/2019
202073499554 17492	CONSUMERS ENERGY 391 N BURKHART FEB 2019 592-442-922.00 WWTW NATURAL GAS EXPENSE	02/01/2019 BRENT KILPELA	02/26/2019	15.96	0.00	Paid	Y 02/13/2019
207056577353 17493	CONSUMERS ENERGY 2571 OAKGROVE FEB 2019 592-442-922.00 WWTW NATURAL GAS EXPENSE	02/05/2019 BRENT KILPELA	02/28/2019	92.46	0.00	Paid	Y 02/13/2019
6761720-IN 17494	CORRIGAN OIL CO., NO.II 2 PAIRS OF CASTROL ALPHA 592-442-956.00 WWTW MISCELLANEOUS EXPENSE	02/04/2019 BRENT KILPELA	02/19/2019	311.55	0.00	Paid	Y 02/13/2019
2/8/2019 17495	DTE ENERGY 3888 OAKGROVE FEB 2019 592-442-920.00 WWTW ELECTRICITY EXPENSE	02/08/2019 BRENT KILPELA	03/04/2019	240.68	0.00	Paid	Y 02/13/2019
2/8/2019 17496	DTE ENERGY 2700 TOOLEY FEB 2019	02/08/2019 BRENT KILPELA	03/04/2019	266.30	0.00	Paid	Y 02/13/2019

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2/8/2019 17497	DTE ENERGY 1222 PACKARD FEB 2019 592-442-920.00	02/08/2019 BRENT KILPELA	03/04/2019	4,451.98	0.00	Paid	02/13/2019
	WWTP ELECTRICITY EXPENSE			4,451.98			
2/8/2019 17498	DTE ENERGY 2559 W GRAND RIVER FEB 2019 592-442-920.00	02/08/2019 BRENT KILPELA	03/04/2019	201.41	0.00	Paid	02/13/2019
	WWTP ELECTRICITY EXPENSE			201.41			
2/8/2019 17499	DTE ENERGY 1575 N BURKHART FEB 2019 592-442-920.00	02/08/2019 BRENT KILPELA	03/04/2019	706.48	0.00	Paid	02/13/2019
	WWTP ELECTRICITY EXPENSE			706.48			
2/8/2019 17500	DTE ENERGY 1034 AUSTIN CT FEB 2019 592-442-920.00	02/08/2019 BRENT KILPELA	03/04/2019	347.14	0.00	Paid	02/13/2019
	WWTP ELECTRICITY EXPENSE			347.14			
194517 17501	SPICER GROUP BD Bond Refund 101-000-203.00	02/14/2019 BRENT KILPELA	02/21/2019	204.00	0.00	Paid	02/14/2019
	BSP18-0008			204.00			
2/8/2019 17502	DTE ENERGY TWP HALL FEB 2019 101-265-920.00	02/08/2019 BRENT KILPELA	03/04/2019	445.95	0.00	Paid	02/14/2019
	TWP HALL ELECTRICITY EXPENSE			445.95			
2151490 17503	CARLISLE WORTMAN ASSOC, INC. BD Bond Refund 101-000-203.00	02/14/2019 BRENT KILPELA	02/21/2019	705.00	0.00	Paid	02/14/2019
	BSP18-0012			705.00			
2151489 17504	CARLISLE WORTMAN ASSOC, INC. GENERAL CONSULTATION 101-268-801.01	02/11/2019 BRENT KILPELA	03/11/2019	1,120.00	0.00	Paid	02/14/2019
	TWP AT LARGE LEGAL EXPENSE			1,120.00			
2151488 17505	CARLISLE WORTMAN ASSOC, INC. 2018 PARKS & REC MASTER PLAN 220-000-801.00	02/11/2019 BRENT KILPELA	03/11/2019	1,120.00	0.00	Paid	02/14/2019
	REC FUND CONTRACTED SVCS EXPENSE			1,120.00			
194908 17506	SPICER GROUP BD Bond Refund 101-000-203.00	02/20/2019 BRENT KILPELA	02/27/2019	12,242.25	0.00	Paid	02/20/2019
	BSP18-0011			12,242.25			
194902 17507	SPICER GROUP BD Bond Refund	02/20/2019 BRENT KILPELA	02/27/2019	1,759.00	0.00	Paid	02/20/2019

User: BRENT KILPELA

DB: Howell Twp

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
194912							
17508	SPICER GROUP BD Bond Refund 101-000-203.00	02/20/2019 BRENT KILPELA	02/27/2019	409.75	0.00	Paid	Y 02/20/2019
				409.75			
80058							
17509	MASTER MEDIA OFFICE SUPPLIES 101-265-727.01	02/06/2019 BRENT KILPELA	02/20/2019	96.93	0.00	Paid	Y 02/20/2019
				96.93			
2/19/2019							
17510	JONATHAN HOHENSTEIN TREASURER MILEAGE 101-253-860.00	02/19/2019 BRENT KILPELA	02/20/2019	60.32	0.00	Paid	Y 02/20/2019
				60.32			
2/19/2019							
17511	HOWELL PUBLIC SCHOOLS S2018 TAXES 2/1/19 - 2/15/19 703-000-225.00	02/19/2019 BRENT KILPELA	02/20/2019	6,963.66	0.00	Paid	Y 02/20/2019
				6,963.66			
2/19/2019							
17512	HOWELL PUBLIC SCHOOLS S2018 TAXES 2/1/19 - 2/15/19 703-000-225.01	02/19/2019 BRENT KILPELA	02/20/2019	31,382.70	0.00	Paid	Y 02/20/2019
				31,382.70			
2/19/19							
17513	LIVINGSTON COUNTY TREASURER S2018 TAXES 2/1/19 - 2/15/19 703-000-228.01	02/19/2019 BRENT KILPELA	02/20/2019	13,342.52	0.00	Paid	Y 02/20/2019
				13,342.52			
2/19/19							
17514	LIV EDUC SERVICE AGENCY S2018 TAXES 2/1/19 - 2/15/19 703-000-227.00	02/19/2019 BRENT KILPELA	02/20/2019	7,370.12	0.00	Paid	Y 02/20/2019
				7,370.12			
2/19/19							
17515	LIVINGSTON COUNTY TREASURER S2018 TAXES 2/1/19 - 2/15/19 703-000-228.00	02/19/2019 BRENT KILPELA	02/20/2019	7,401.24	0.00	Paid	Y 02/20/2019
				7,401.24			
2/19/19							
17516	LIVINGSTON COUNTY TREASURER W2018 TAXES 2/1/19 - 2/15/19 703-000-228.90	02/19/2019 BRENT KILPELA	02/20/2019	48,908.59	0.00	Paid	Y 02/20/2019
				48,908.59			
2/19/19							
17517	HOWELL PUBLIC SCHOOLS W2018 TAXES 2/1/19 - 2/15/19 703-000-225.91	02/19/2019 BRENT KILPELA	02/20/2019	226,927.26	0.00	Paid	Y 02/20/2019
				226,927.26			
2/19/19							
17518	HOWELL CARNEGIE LIBRARY W2018 TAXES 2/1/19 - 2/15/19	02/19/2019 BRENT KILPELA	02/20/2019	76,685.32	0.00	Paid	Y 02/20/2019
				76,685.32			

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
2/19/19 17519	FOWLERVILLE SCHOOLS W2018 TAXES 2/1/19 - 2/15/19 703-000-226.91	02/19/2019 BRENT KILPELA	02/20/2019	7,280.89	0.00	Paid	02/20/2019
2/19/19 17520	FOWLERVILLE DIST LIBRARY W2018 TAXES 2/1/19 - 2/15/19 703-000-223.91	02/19/2019 BRENT KILPELA	02/20/2019	1,054.72	0.00	Paid	02/20/2019
2/19/19 17521	HOWELL AREA FIRE AUTHORITY W2018 TAXES 2/1/19 - 2/15/19 703-000-234.90	02/19/2019 BRENT KILPELA	02/20/2019	107,003.87	0.00	Paid	02/20/2019
0000145281 17522	LAKESIDE SERVICE COMPANY, INC REZONOR HEATER 592-000-140.00	02/08/2019 BRENT KILPELA	02/20/2019	3,415.77	0.00	Paid	02/20/2019
854006222 17523	AT&T LONG DISTANCE WMTS LONG DISTANCE FEB 2019 592-442-850.00	02/06/2019 BRENT KILPELA	03/08/2019	2.94	0.00	Paid	02/20/2019
517552195602 17524	AT&T 517 552-1956 FOR FEB 2019 592-442-850.00	02/13/2019 BRENT KILPELA	03/04/2019	60.91	0.00	Paid	02/20/2019
2/12/19 17525	DTE ENERGY 1216 PACKARD DR FEB 2019 592-442-920.00	02/12/2019 BRENT KILPELA	03/06/2019	179.97	0.00	Paid	02/20/2019
2/13/19 17526	DTE ENERGY 271 E HIGHLAND FEB 2019 592-442-920.00	02/13/2019 BRENT KILPELA	03/07/2019	60.44	0.00	Paid	02/20/2019
194923 17527	SPICER GROUP SEWER AUDIT 592-441-801.02	02/15/2019 BRENT KILPELA	03/15/2019	2,591.00	0.00	Paid	02/20/2019
02/26/2019 17528	RIDER, FRANK AND BARBARA UB refund for account: 0613301084 592-000-214.89	02/26/2019 BRENT KILPELA	03/05/2019	11.69	0.00	Paid	02/26/2019
02/28/2019 17529	SEIM JOSEPH R & LORENE M 2018 Win Tax Refund 4706-13-400-00	02/28/2019 BRENT KILPELA	03/07/2019	50.00	0.00	Paid	02/28/2019

User: BRENT KILPELA
 DB: Howell Twp

Inv Num	Vendor	Inv Date	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
02/28/2019	RIMBOLD ARTHUR K AND YOLANDA M	02/28/2019	03/07/2019	451.14	0.00	Paid	02/28/2019
17530	2018 Win Tax Refund 4706-28-402-14 703-000-214.10	BRENT KILPELA TAX DUE TO TAXPAYERS		451.14			
2/26/2019	LIVINGSTON COUNTY TREASURER	02/26/2019	03/15/2019	760.00	0.00	Paid	02/28/2019
17531	MOBILE HOME FEES 701-000-239.00	BRENT KILPELA TRUST MOBILE HOME TAX PAYABLE		760.00			
823436	USA BLUEBOOK	02/26/2019	03/26/2019	506.53	0.00	Paid	02/28/2019
17532	SEWAGE PUMP 1/2 HP 592-442-930.00	BRENT KILPELA WWTP EQUIPMENT REPAIR EXPENSE		506.53			
204921279693	CONSUMERS ENERGY	02/18/2019	03/14/2019	1,773.10	0.00	Paid	02/28/2019
17533	1222 PACKARD DR FEB 2019 592-442-922.00	BRENT KILPELA WWTP NATURAL GAS EXPENSE		1,773.10			
115241	CRAMPTON ELECTRIC CO INC	01/21/2019	03/15/2019	1,650.00	0.00	Paid	02/28/2019
17534	LED LIGHTS FOR PARKING LOT 592-442-930.00	BRENT KILPELA WWTP EQUIPMENT REPAIR EXPENSE		1,650.00			
19-3314	PAULSON'S CONSTRUCTION, INC	02/14/2019	03/14/2019	749.90	0.00	Paid	02/28/2019
17535	MATERIALS/LABOR 592-442-801.00	BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE		749.90			
INV-4708	UNIFIED TELECOMMUNICATION SOLUTIONS	02/27/2019	03/14/2019	145.00	0.00	Paid	02/28/2019
17536	FORWARD UTILITY PHONE TO MHOG 101-265-930.01	BRENT KILPELA TWP HALL OFFICE EQUIPMENT & REPAIR		145.00			
203675393979	CONSUMERS ENERGY	02/18/2019	03/15/2019	688.88	0.00	Paid	02/28/2019
17537	TWP HALL FEB 2019 101-265-922.00	BRENT KILPELA TWP HALL NATURAL GAS EXPENSE		688.88			
000880917330	MUTUAL OF OMAHA INSURANCE COMPANY	02/18/2019	03/01/2019	195.25	0.00	Paid	02/28/2019
17538	TWP HALL MARCH 2019 101-265-721.00	BRENT KILPELA TWP HALL LIFE INSURANCE EXPENSE		195.25			
3/4/2019	LIVINGSTON COUNTY TREASURER	03/04/2019	03/04/2019	72.50	0.00	Paid	03/04/2019
17539	DOG LICENSES 701-000-238.00	BRENT KILPELA TRUST DUE TO COUNTY DOG LICENSE		72.50			
QAS 20190312	QUALITY AIR SERVICE, INC.	02/28/2019	03/28/2019	224.00	0.00	Paid	03/04/2019
17540	SERVICE CALL	BRENT KILPELA					

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
150560912 17541	592-442-801.00 WWTTP CONTRACTED SERVICES EXPENSE	02/19/2019 BRENT KILPELA	03/12/2019	68.18	0.00	Paid	03/04/2019
517540694702 17542	517 540-6947 FOR MARCH 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	37.30	0.00	Paid	03/04/2019
517540695202 17543	517 540-6952 FOR MARCH 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	75.57	0.00	Paid	03/04/2019
517540696302 17544	517 540-6963 FOR MAR 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	55.47	0.00	Paid	03/04/2019
517546516002 17545	517 546-5160 FOR MAR 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	30.37	0.00	Paid	03/04/2019
517546349602 17546	517 546-3496 FOR MAR 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	287.68	0.00	Paid	03/04/2019
517540124102 17547	517 540-1241 FOR MAR 2019 592-442-850.00 WWTTP TELEPHONE EXPENSE	02/22/2019 BRENT KILPELA	03/14/2019	45.75	0.00	Paid	03/04/2019
3/1/2019 17548	HOWELL PUBLIC SCHOOLS STAXES 2/16/19 - 2/28/19 703-000-225.00 TAX DUE TO HOWELL SCHLS DEBT SUMMER	03/01/2019 BRENT KILPELA	03/15/2019	1,212.31	0.00	Paid	03/04/2019
3/1/2019 17549	HOWELL PUBLIC SCHOOLS STAXES 2/15/19 - 2/28/19 703-000-225.01 TAX DUE TO HOWELL SCHLS OPER SUMMER	03/01/2019 BRENT KILPELA	03/15/2019	457.11	0.00	Paid	03/04/2019
03/01/2019 17550	LIVINGSTON COUNTY TREASURER STAXES 2/15/19 - 2/28/19 703-000-228.01 TAX DUE TO COUNTY SET SUMMER	03/01/2019 BRENT KILPELA	03/15/2019	2,396.67	0.00	Paid	03/04/2019
3/1/2019 17551	LIV EDUC SERVICE AGENCY STAXES 2/15/19 - 2/28/19	03/01/2019 BRENT KILPELA	03/15/2019	1,323.88	0.00	Paid	03/04/2019

Inv Num Inv Ref#	Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Inlized Post Date
3/1/2019 17552	LIVINGSTON COUNTY TREASURER W2018 TAXES 2/15/19 - 2/28/19 703-000-228.90	03/01/2019 BRENT KILPELA	03/15/2019	39,612.79	0.00	Paid	03/04/2019
	TAX DUE TO COUNTY WINTER			39,612.79			
3/1/2019 17553	HOWELL PUBLIC SCHOOLS WTAXES 2/15/19 - 2/28/19 703-000-225.91	03/01/2019 BRENT KILPELA	03/15/2019	175,679.17	0.00	Paid	03/04/2019
	TAX DUE TO HOWELL SCHLS DEBT WINTER			175,679.17			
3/1/2019 17554	HOWELL CARNEGIE LIBRARY WTAXES 2/15/19 - 2/28/19 703-000-223.90	03/01/2019 BRENT KILPELA	03/15/2019	59,366.94	0.00	Paid	03/04/2019
	TAX DUE TO HOWELL LIBRARY WINTER			59,366.94			
3/1/2019 17555	FOWLERVILLE SCHOOLS WTAXES 2/15/19 - 2/28/19 703-000-226.91	03/01/2019 BRENT KILPELA	03/15/2019	18,189.83	0.00	Paid	03/04/2019
	TAX DUE TO FOWL SCHLS DEBT WINTER			18,189.83			
3/1/19 17556	FOWLERVILLE DIST LIBRARY WTAXES 2/15/19 - 2/28/19 703-000-223.91	03/01/2019 BRENT KILPELA	03/15/2019	2,635.05	0.00	Paid	03/04/2019
	TAX DUE TO FOWL LIBRARY WINTER			2,635.05			
3/1/2019 17557	HOWELL AREA FIRE AUTHORITY W2019 TAXES 2/15/19 - 2/28/19 703-000-234.90	03/01/2019 BRENT KILPELA	03/15/2019	84,770.44	0.00	Paid	03/04/2019
	TAX DUE TO HOWELL FIRE WINTER			84,770.44			
3/1/2019 17558	LIVINGSTON COUNTY TREASURER S2018 TAXES 2/16/19 - 2/28/19 703-000-228.00	03/01/2019 BRENT KILPELA	03/15/2019	1,329.43	0.00	Paid	03/05/2019
	TAX DUE TO COUNTY SUMMER			1,329.43			
144669 17559	ROCKET ENTERPRISES ANNUAL FLAG SERVICE 101-265-930.00	03/01/2019 BRENT KILPELA	03/15/2019	370.00	0.00	Paid	03/05/2019
	TWP HALL GROUNDS EQUIP REPAIR EXPENSE			370.00			
287282886379X0225201 17560	ASSESSING TABLET MARCH 2019 AT&T 101-209-727.00	02/17/2019 BRENT KILPELA	03/12/2019	23.55	0.00	Paid	03/05/2019
	ASSESSING SUPPLIES EXPENSE			23.55			
200441265280 17561	DTE ENERGY STREET LIGHTS 101-268-920.00	02/28/2019 BRENT KILPELA	04/10/2019	335.39	0.00	Paid	03/05/2019
	TWP AT LARGE STREETLIGHT EXPENSE			335.39			
02/22/2019 17562	COMCAST TWP TELEPHONE	02/22/2019 BRENT KILPELA	03/15/2019	284.34	0.00	Paid	03/05/2019

User: BRENT KILPELA
DB: Howell TWP

Inv Num	Vendor Description	Inv Date	Due Date	Inv Amt	Amt Due	Status	Inrlized Post Date
80165	101-265-850.00			284.34			
17563	MASTER MEDIA OFFICE SUPPLIES 101-265-727.01	02/26/2019 BRENT KILPELA	03/26/2019	53.37	0.00	Paid	03/05/2019
63480	ECONO PRINT ASSESSMENT CHANGE NOTICES 101-209-726.00	02/28/2019 BRENT KILPELA	03/28/2019	588.87	0.00	Paid	03/05/2019
17564	ASSESSING POSTAGE EXPENSE			588.87			
522542	CULLIGAN WATER 5 BOTTLE DELIVERY 101-265-727.00	02/28/2019 BRENT KILPELA	03/28/2019	38.75	0.00	Paid	03/05/2019
17566	CULLIGAN WATER 6 BOTTLE DELIVERY 101-265-727.00	02/28/2019 BRENT KILPELA	03/28/2019	51.49	0.00	Paid	03/05/2019
52253	CULLIGAN WATER EQUIPMENT RENTAL 101-265-727.00	02/28/2019 BRENT KILPELA	03/28/2019	160.20	0.00	Paid	03/05/2019
17567	LIVINGSTON COUNTY TREASURER 2018 DRAINS AT LARGE 101-268-974.00	03/05/2019 BRENT KILPELA	03/15/2019	22,615.33	0.00	Paid	03/05/2019
1038	TLS CONSTRUCTION SEWER REPAIR - OAKGROVE 592-000-775.00	03/04/2019 BRENT KILPELA	03/15/2019	2,447.50	0.00	Paid	03/05/2019
17569	CAREFREE MAINTENANCE CO. TWP HALL CLEANING FEB 2019 101-265-775.00	03/01/2019 BRENT KILPELA	03/06/2019	230.00	0.00	Paid	03/06/2019
3/1/2019	TWP HALL OFFICE CLEANING & MAINT EXPENS			230.00			
# of Invoices:	118	# Due:	0	Totals:	1,127,176.62	0.00	
# of Credit Memos:	0	# Due:	0	Totals:	0.00	0.00	

Net of Invoices and Credit Memos:

1,127,176.62 0.00

Agrees with Check Register BK

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

--- TOTALS BY FUND ---

101 - GENERAL FUND	65,952.07	0.00	
220 - RECREATION FUND	1,120.00	0.00	
592 - SWR/WTR	137,476.40	0.00	
701 - TRUST & AGENCY	832.50	0.00	
703 - TAX FUND	921,795.65	0.00	

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	949,743.57	0.00	
101 - TOWNSHIP BOARD	70.00	0.00	
209 - ASSESSING	2,093.79	0.00	
253 - TREASURER	60.32	0.00	
265 - TOWNSHIP HALL	4,658.10	0.00	
268 - TOWNSHIP AT LARGE	38,799.40	0.00	
400 - PLANNING COMMISSION	150.00	0.00	
441 - UTILITY BILLING	108,671.05	0.00	
442 - WWTP	22,930.39	0.00	

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
02/07/2019	GEN	101001596(E)	AT&T	23.55
02/07/2019	GEN	101001597(E)	COMCAST	284.34
02/07/2019	GEN	101001598(E)	CONSUMERS ENERGY	525.92
02/07/2019	GEN	101001599(E)	CULLIGAN WATER	51.49
02/07/2019	GEN	101001600(E)	MUTUAL OF OMAHA INSURANCE COMPANY	159.75
02/07/2019	GEN	17136	CAREFREE MAINTENANCE CO.	230.00
02/07/2019	GEN	17137	DTE ENERGY	339.68
02/07/2019	GEN	17138	MASTER MEDIA	139.82
02/07/2019	GEN	17139	SPICER GROUP	4,631.00
02/07/2019	GEN	17140	UNIFIED TELECOMMUNICATION SOLUTIONS	169.46
02/07/2019	GEN	17141	WYLIE SOFT WATER	69.96
02/20/2019	GEN	101001601(E)	DTE ENERGY	445.95
02/20/2019	GEN	101001602(E)	MICHIGAN.COM	220.00
02/20/2019	GEN	17142	CARLISLE WORTMAN ASSOC, INC.	2,945.00
02/20/2019	GEN	17143	ECONO PRINT	1,457.82
02/20/2019	GEN	17144	EVER SO GREEN	380.00
02/20/2019	GEN	17145	FAHEY SCHULTZ BURZYCH RHODES	14,389.00
02/20/2019	GEN	17146	JONATHAN HOHENSTEIN	60.32
02/20/2019	GEN	17147	IRON MOUNTAIN	56.66
02/20/2019	GEN	17148	MASTER MEDIA	96.93
02/20/2019	GEN	17149	SPICER GROUP	14,615.00
03/06/2019	GEN	101001603(E)	AT&T	23.55
03/06/2019	GEN	101001604(E)	COMCAST	284.34
03/06/2019	GEN	101001605(E)	CONSUMERS ENERGY	688.88
03/06/2019	GEN	17150	CAREFREE MAINTENANCE CO.	230.00
03/06/2019	GEN	17151	CULLIGAN WATER	250.44
03/06/2019	GEN	17152	DTE ENERGY	335.39
03/06/2019	GEN	17153	ECONO PRINT	588.87
03/06/2019	GEN	17154	MASTER MEDIA	53.37
03/06/2019	GEN	17155	MUTUAL OF OMAHA INSURANCE COMPANY	195.25
03/06/2019	GEN	17156	ROCKET ENTERPRISES	370.00
03/06/2019	GEN	17157	LIVINGSTON COUNTY TREASURER	22,615.33
03/06/2019	GEN	17158	UNIFIED TELECOMMUNICATION SOLUTIONS	145.00

GEN TOTALS:

Total of 33 Checks:	67,072.07
Less 0 Void Checks:	0.00
Total of 33 Disbursements:	67,072.07

Bank T&A TRUST & AGENCY CHECKING

03/04/2019	T&A	3408	LIVINGSTON COUNTY TREASURER	760.00
03/04/2019	T&A	3409	LIVINGSTON COUNTY TREASURER	72.50

T&A TOTALS:

Total of 2 Checks:	832.50
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	832.50

Bank TAX TAX CHECKING

02/20/2019	TAX	5244	FOWLerville DIST LIBRARY	1,054.72
02/20/2019	TAX	5245	FOWLerville SCHOOLS	7,280.89
02/20/2019	TAX	5246	HOWELL AREA FIRE AUTHORITY	107,003.87
02/20/2019	TAX	5247	HOWELL CARNEGIE LIBRARY	76,685.32
02/20/2019	TAX	5248	HOWELL PUBLIC SCHOOLS	6,963.66
02/20/2019	TAX	5249	HOWELL PUBLIC SCHOOLS	31,382.70
02/20/2019	TAX	5250	HOWELL PUBLIC SCHOOLS	226,927.26
02/20/2019	TAX	5251	LIV EDUC SERVICE AGENCY	7,370.12
02/20/2019	TAX	5252	LIVINGSTON COUNTY TREASURER	13,342.52
02/20/2019	TAX	5253	LIVINGSTON COUNTY TREASURER	7,401.24
02/20/2019	TAX	5254	LIVINGSTON COUNTY TREASURER	48,908.59
03/05/2019	TAX	5255	FOWLerville DIST LIBRARY	2,635.05
03/05/2019	TAX	5256	FOWLerville SCHOOLS	18,189.83
03/05/2019	TAX	5257	HOWELL AREA FIRE AUTHORITY	84,770.44
03/05/2019	TAX	5258	HOWELL CARNEGIE LIBRARY	59,366.94
03/05/2019	TAX	5259	HOWELL PUBLIC SCHOOLS	1,212.31
03/05/2019	TAX	5260	HOWELL PUBLIC SCHOOLS	457.11
03/05/2019	TAX	5261	HOWELL PUBLIC SCHOOLS	175,679.17
03/05/2019	TAX	5262	LIV EDUC SERVICE AGENCY	1,323.88
03/05/2019	TAX	5263	SEIM JOSEPH R & LORENE M	50.00
03/05/2019	TAX	5264	RIMBOLD ARTHUR K AND YOLANDA M	451.14
03/05/2019	TAX	5265	LIVINGSTON COUNTY TREASURER	2,396.67
03/05/2019	TAX	5266	LIVINGSTON COUNTY TREASURER	39,612.79

Check Date	Bank	Check	Vendor Name	Amount
03/05/2019	TAX	5267	LIVINGSTON COUNTY TREASURER	1,329.43

TAX TOTALS:

Total of 24 Checks:	921,795.65
Less 0 Void Checks:	0.00
Total of 24 Disbursements:	921,795.65

Bank UTYCK UTILITY CHECKING

02/07/2019	UTYCK	2458	ALEXANDER CHEMICAL CORPORATION	7,249.32
02/07/2019	UTYCK	2459	MHOG	101,842.04
02/07/2019	UTYCK	2460	PACE ANALYTICAL	225.00
02/07/2019	UTYCK	2461	SPICER GROUP	4,238.01
02/07/2019	UTYCK	2462	TRUE VALUE HARDWARE	17.56
02/07/2019	UTYCK	590002773 (E)	AT&T	233.26
02/07/2019	UTYCK	590002774 (E)	AT&T	231.21
02/07/2019	UTYCK	590002775 (E)	AT&T	227.76
02/07/2019	UTYCK	590002776 (E)	AT&T	69.89
02/07/2019	UTYCK	590002777 (E)	AT&T	49.79
02/07/2019	UTYCK	590002778 (E)	AT&T	293.34
02/07/2019	UTYCK	590002779 (E)	AT&T	84.81
02/07/2019	UTYCK	590002780 (E)	AT&T	68.18
02/07/2019	UTYCK	590002781 (E)	CONSUMERS ENERGY	1,209.31
02/20/2019	UTYCK	2463	AT&T LONG DISTANCE	2.94
02/20/2019	UTYCK	2464	CORRIGAN OIL CO., NO.II	311.55
02/20/2019	UTYCK	2465	LAKESIDE SERVICE COMPANY, INC	3,415.77
02/20/2019	UTYCK	2466	SPICER GROUP	2,591.00
02/20/2019	UTYCK	590002782 (E)	AT&T	60.91
02/20/2019	UTYCK	590002783 (E)	CONSUMERS ENERGY	15.96
02/20/2019	UTYCK	590002784 (E)	CONSUMERS ENERGY	92.46
02/20/2019	UTYCK	590002785 (E)	DTE ENERGY	55.05
02/20/2019	UTYCK	590002786 (E)	DTE ENERGY	36.86
02/20/2019	UTYCK	590002787 (E)	DTE ENERGY	436.98
02/20/2019	UTYCK	590002788 (E)	DTE ENERGY	240.68
02/20/2019	UTYCK	590002789 (E)	DTE ENERGY	266.30
02/20/2019	UTYCK	590002790 (E)	DTE ENERGY	4,451.98
02/20/2019	UTYCK	590002791 (E)	DTE ENERGY	201.41
02/20/2019	UTYCK	590002792 (E)	DTE ENERGY	706.48
02/20/2019	UTYCK	590002793 (E)	DTE ENERGY	347.14
02/20/2019	UTYCK	590002794 (E)	DTE ENERGY	179.97
02/20/2019	UTYCK	590002795 (E)	DTE ENERGY	60.44
03/06/2019	UTYCK	2467	RIDER,FRANK AND BARBARA	11.69
03/06/2019	UTYCK	2468	PAULSON'S CONSTRUCTION, INC	749.90
03/06/2019	UTYCK	2469	QUALITY AIR SERVICE, INC.	224.00
03/06/2019	UTYCK	2470	TLS CONSTRUCTION	2,447.50
03/06/2019	UTYCK	2471	USA BLUEBOOK	506.53
03/06/2019	UTYCK	590002796 (E)	AT&T	68.18
03/06/2019	UTYCK	590002797 (E)	AT&T	37.30
03/06/2019	UTYCK	590002798 (E)	AT&T	75.57
03/06/2019	UTYCK	590002799 (E)	AT&T	55.47
03/06/2019	UTYCK	590002800 (E)	AT&T	30.37
03/06/2019	UTYCK	590002801 (E)	AT&T	287.68
03/06/2019	UTYCK	590002802 (E)	AT&T	45.75
03/06/2019	UTYCK	590002803 (E)	CONSUMERS ENERGY	1,773.10
03/06/2019	UTYCK	590002804 (E)	CRAMPTON ELECTRIC CO INC	1,650.00

UTYCK TOTALS:

Total of 46 Checks:	137,476.40
Less 0 Void Checks:	0.00
Total of 46 Disbursements:	137,476.40

REPORT TOTALS:

Total of 105 Checks:	1,127,176.62
Less 0 Void Checks:	0.00
Total of 105 Disbursements:	1,127,176.62

Agrees with Invoice Register BK