

HOWELL TOWNSHIP BOARD ZOOM MEETING

3525 Byron Road

Howell, MI 48855

March 15, 2021

6:30 P.M.

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Evan Rudnicki ()
 Matthew Counts ()
3. Call to the Board:
4. Approval of the Minutes:
A. Regular Board Meeting February 8, 2021
5. Correspondence:
6. Call to the Public:
7. Unfinished Business
A. Amber Oaks
B. Pineview
C. Annex
D. Liquor License Ordinance
E. Repealing Business Licensing Ordinance NO. 241
F. Oakland Tactical
G. Resolution 03.21.482 Mason RD
8. New Business:
9. Reports:
A. Supervisor B. Treasurer C. Clerk D. Zoning
E. Assessing F. Fire Authority G. MHOG H. Planning Commission
I. Z B A J. WWTP K. HAPRA L. Property Committee
10. Call to the Public:
11. Disbursements:
Regular and Check Register
12. Adjournment:

Notice of Electronic Meeting

The Howell Township Regular Board Meeting on March 15, 2021 at 6:30pm will be held electronically via Zoom. Zoom allows participants to connect with a computer or a telephone. This meeting is being held electronically due to COVID-19 and by Public Act 228 of 2020. Instructions for connecting to the meeting will be posted on the Township website and below. This meeting will be open to the public. Public comments will be limited to the portion(s) of the meeting dedicated to 'Call to the Public' on the meeting agenda. Questions and comments can also be submitted prior to the meeting by email to supervisor@howelltownshipmi.org. Persons with a disability may participate with the use of an attendant or by requesting, in advance, accommodations to participate in the meeting.

Howell Township is inviting you to a scheduled Zoom meeting.

Topic: Regular Board Meeting

Time: Mar 15, 2021 06:30 PM Eastern Time (US and Canada)

Join Zoom Meeting

<https://us02web.zoom.us/j/88989497161?pwd=ck4xMTNlUeVFGSmtMUHQ2emdXdkhNUT09>

Meeting ID: 889 8949 7161

Passcode: 691515

One tap mobile

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+13017158592,,88989497161#,,,,*691515# US (Washington DC)

Dial by your location

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+1 301 715 8592 US (Washington DC)

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+1 669 900 6833 US (San Jose)

+1 253 215 8782 US (Tacoma)

+1 346 248 7799 US (Houston)

Meeting ID: 889 8949 7161

Passcode: 691515

Find your local number: <https://us02web.zoom.us/j/kd5Vc2dBD4>

AGENDA ITEM

4A

HOWELL TOWNSHIP REGULAR BOARD ELECTRONIC/ZOOM MEETING

MINUTES

3525 Byron Road

Howell, MI 48855

February 8, 2021

6:30 P.M.

MEMBERS PRESENT:

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

MEMBERS ABSENT:

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

Due to the meeting being a Zoom Meeting, there was no Pledge of Allegiance.

APPROVAL OF THE AGENDA:

February 8, 2021

MOTION by Counts, seconded by Rundicki, **“TO APPROVE THE FEBRUARY 8, 2021 AGENDA AS AMENDED: AMY FROM TANGER OUTLET TO GO UNDER NEW BUSINESS 8A AND MOVE THE OTHER ITEMS DOWN.”** Discussion followed.

In the Board Packet the PROPERTY COMMITTEE MINUTES were put in with the Annex Papers by mistake. Motion passes by unanimous consent.

JANUARY 11, 2021 MEETING MINUTES:

A) REGULAR BOARD MEETING MINUTES

MOTION by Hohenstein, seconded by Melton, **“TO APPROVE THE JANUARY 11, 2021 MEETING MINUTES AS PRESENTED.”** Discussion followed. Motion passes by unanimous consent. (See January 11, 2021 Regular Zoom Meeting Minutes.)

CORRESPONDENCE:

No additions.

Trustee Melton had a question about The Capitol Group and some fees that could occur. He would like to move his funds to a different place. The matter will need to be investigated further if funds can be moved into a different company.

CALL TO THE PUBLIC:

No response.

UNFINISHED BUSINESS:

SIGN ORDINANCE

Clerk Graham stated that Crossroads are ready to put up their sign. They need to have a sum of money put into an escrow account in case they were to walk away from the agreement. The quote given by Billboard Specialist for \$5,000.00 does not state what type of billboard this includes. Discussion on if the amount needs to be increased. A representative from Crossroads stated that the billboard will be 40 feet from the ground to top

of the sign. It will be on a monopole. It will be digital on both sides. It will take one to two days to install. The structure comes in pieces. Billboard Specialist have done other assembling and disassembling of signs for Crossroads.

- **MOTION** by Counts, seconded by Melton, **“TO SET BILLBOARD REMOVAL ESCROW AT \$10,000.00.”** Discussion followed. Motion passes by unanimous consent.

NEW BUSINESS:

A. TANGER OUTLET

Clerk Graham informed the Board that Tanger Outlet may be seeking Howell Township's 1 remaining Liquor License. Amy the current marketing director from Tanger Outlet stated that they are trying to fill vacancies at Tanger. She is inquiring if Tanger purchases that Liquor License can that license later be transferred to a tenant who desires to open a restaurant within Tanger. Clerk Graham stated that the current Board has never dealt with type of situation and will need to investigate on how to handle this type of issue. One of the concerns is, if that tenant comes into Tanger they would only be renting the space and not buying it. The Board asked why there is not any food spaces at the Outlet now. Amy stated that is a corporate decision that is for all Tanger Outlets. Tanger now has new management and the restraints of what is allowed will be different. Supervisor Coddington informed Amy that Howell Township has lost a Liquor License before because of a restaurant coming in and then leaving and taking the license with them to a different township. He suggested if Tanger could go into partnership with the restaurant so if that restaurant decides to leave Tanger that license would stay with Tanger and not leave with the restaurant. It was asked if restaurants are brought in would they all be together in one area or spread out through the buildings. Amy stated that they have 3 prime spaces in different buildings that would be good for restaurants and some would have potential for outside dining. We are not looking at putting in a food court. Discussion if Tanger held the Liquor License is it possible then they could partner with more than one restaurant under a Tanger Outlet Liquor License. This option would have to be determined by the State Liquor License Board. This will be brought back to the Board when these questions can be answered. An ordinance most likely will be set up. The Board is concerned that the liquor license stay in Howell Township and not go with a restaurant moving elsewhere.

B. UNION AT OAK GROVE – ANNEX

Treasurer Hohenstein stated that Annex is working through issues with MSHDA. One of those issues is the purchase agreement. Our attorney has drawn up the “Second Amendment to Land Purchase Agreement” with the Annex Group which is now called Union at Oak Grove. There were no concerns from the Board.

- **MOTION** by Hohenstein, seconded by Smith, **“TO APPROVE THE SECOND AMENDMENT TO LAND PURCHASE AGREEMENT WITH UNION AT OAK GROVE LIMITED DIVIDEND HOUSING ASSOCIATION LIMITED PARTNERSHIP, AS PRESENTED.”** Discussion followed. Motion passes by unanimous consent.

Treasurer Hohenstein stated that there is a second item with MSHDA and Union at Oak Grove. To change the dates in the PILOT Ordinance so that they correspond more closely with construction and closing dates. MSHDA will do audits to make sure that tenants' income is within the required level and they will also investigate safety compliances. Discussion on how inspections are done. Discussion on Section 3 Definitions item D.

- **MOTION** by Hohenstein, seconded by Graham, **“TO ACCEPT THE AMENDMENT TO THE HOWELL TOWNSHIP TAX EXEMPTION ORDINANCE – UNION AT OAK GROVE, ORDINANCE #284 AS PRESENTED.”** Discussion followed. A roll-call vote was taken: Smith – yes, Melton – yes, Rudnicki – yes, Counts – yes, Hohenstein – yes, Graham – yes, Coddington – yes. Motion passes 7 to 0.

Treasurer Hohenstein stated that Annex has another request to remove an item from the deed from the State that deals with the ingress and egress with water ways. Treasurer Hohenstein agrees that this item is not needed. Mary Levine from the Annex Group stated they would like the Township to apply for the removal

of the Water Way Reservation that the State of Michigan has. Since this application takes 45 to 60 days it would be better for the Township to apply for the removal prior to the sale of the property. The Board agreed to move forward with the application for the removal of the Water Way Reservation.

C. HOWELL TOWNSHIP FINANCIAL UPDATE

Assessor Kilpela gave a synopsis of the Revenue and Expenditure Report for period ending 01-31-2021. He explained some of the changes to the incoming revenue and some of the changes to expenditures from the General Fund. Discussion on tax revenue and the new neighborhoods that are coming in. He explained that the Township has collected about one half of the Road Millage. For expenditures, the Township has done their road projects for the year. There was explanation on the Recreation Fund. There is no revenue coming at this point except for bank interest. A Budget Amendment to fund our half membership. In the Water/Sewer Account Kilpela explained there were tap fees collected from Chestnut Woods that were not expected this soon. Sewer Fees are in line of what was expected, and the Water Fees are slightly ahead. The Sewer Debt Fee soon will no longer be a line item. Kilpela explained expenditures for Utility Billing and at the WWTP. Kilpela stated we are in line of budget ending 01-31-2021. The Township is at \$693,090.71 surplus. There were no questions from the Board about the current budget report.

Assessor Kilpela explained the proposed budget amendments.

- 1) Increase the General Fund Constitutional Revenue Sharing by \$300,000.00 to account for State revisions. That would take the original budget from \$300,000.00 to \$600,000.00.
 - 2) Increase the Township at Large Legal Expense by \$25,000.00 to account for additional billings. That would take the original budget from \$50,000.00 to \$75,000.00.
 - 3) Increase Township at Large Drain Expense by \$17,000.00 to account for additional drain assessment. That would take the original budget from \$33,000.00 to \$50,000.00.
 - 4) Increase the General Fund Transfer Out-Parks & Recreation by \$160,000.00 to account for State revisions to Constitutional Revenue Sharing. That would take the original budget from \$0.00 to \$160,000.00. This would take care of the current Parks & Recreation and help fund any new parks that would come into the Township.
 - 5) Increase the Recreational Fund Operating Transfer In by \$160,000.00 to account for State revisions to Constitutional Revenue Sharing. That would take the original budget from \$0.00 to \$160,000.00. This is the sister to the above amendment.
- **MOTION** by Graham, seconded by Counts, **“TO ACCEPT THE 2020/2021 FIVE (5) PROPOSED BUDGET AMENDMENTS AS PRESENTED.”** Discussion followed. Motion passes by unanimous consent.

Kilpela gave an outline on the Cash Flow Using Budgeted Revenue that was passed and started on July 1, 2020. He explained the bond payments and what we have collected. He then went on to explain the Cash Flow using Historical Average Revenue. Kilpela stated that we should be in good shape for the next 2 years. The last bond payment for Sewer and Water should be in 2027.

The Board thanked Kilpela for his hard work and making things clear so that it easier to make decisions.

D. RESOLUTION TO EXTEND POVERTY EXEMPTIONS

Assessor Kilpela stated that he will have to have the March Board of Review by Zoom or Letter Appeal. He has two residents who received the Poverty Exemption. Kilpela has drafted a resolution to allow for existing Poverty Exemption that were granted in 2019 and 2020 to be kept in place for a period of three consecutive years if they are still eligible. This would allow not having to go through the re-applying process which is very difficult with the Township doors closed. It is also exceedingly difficult for the elderly to try and figure out a Zoom Meeting. The State is allowing for this opportunity.

- **MOTION** by Graham, seconded by Melton, **“TO ACCEPT RESOLUTION #02.21.481, A RESOLUTION TO EXTEND EXISTING POVERTY EXEMPTION FOR THE THREE CONSECUTIVE YEARS.”** Discussion followed. A roll-call vote was taken: Counts – yes, Hohenstein – yes, Graham – yes, Coddington – yes, Smith – yes, Melton – yes, Rudnicki – yes. Motion passes 7 to 0.

E. REPLACING MULTIFUNCTIONAL COPIER

Supervisor Coddington stated that there are two quotes submitted. The office staff is not in immediate need for the new copier that this issue could be postponed until next meeting. That would give it more time to get another bid. Clerk Graham added the office staff is satisfied with the current copier company and would be happy to stay with the current company, Applied Imaging.

- **MOTION** by Graham, seconded by Hohenstein, **“TO KEEP WITH APPLIED IMAGING AND GO WITH THE DOCUMENTS PRESENTED.”** Discussion followed. Motion passes with one exception. There is no added cost with updating the copier if the Township goes with the one presented.

REPORTS:

A. SUPERVISOR:

(Supervisor Coddington reported on the following items)

- Most everything was covered during the meeting.
- Call from Santa Rosa Drive.

B. TREASURER:

(Treasurer Hohenstein reported on the following items)

- We try and do some road repairs/improvements every year. Proposed Township Road Projects for 2021 are as follows and the Treasurer explained some issues with some of these projects.

1) Oak Grove Road with a turn lane from Henderson Road to M-59 and paving Henderson. LCRC will not help contribute to this project. A different solution would be to just pave Henderson as it would provide an alternate route for traffic that will be created by the Annex Project, but at a cost of \$1,000,000.00 that will not alleviate the problem at the intersection of M-59 and Oak Grove. Treasurer Hohenstein stated that Commissioner Haglund, Zoning Administrator Daus and himself talked with Livingston County Road Commission. Trustee Counts who is also a commissioner on the Planning Commission offered to bring in a traffic study that he has on the M-59 and Oak Grove Road Discussion on alternative solutions to help alleviat traffic problems.

2) The section of Burkhart Road from the I-96 interchange to Mason Road and adding a right turn lane at the I-96 interchange.

3) The Tooley Road area; any developer that has shown interest in the Township owned properties state they cannot sell houses on a gravel road.

4) Other gravel roads that could use some work include Barron, Allen, and Crandall. The issue with gravel roads is getting quality material.

Discussion followed on whether to use funds from new land projects on roads or to help pay off the bonds early.

- **MOTION** by Hohenstein, seconded by Rudnicki, **“MOVE TO ACCEPT THE BURKHART ROAD – MASON ROAD TO I-96 RAMP INTERSECTION ESTIMATE FROM THE LIVINGSTON COUNTY ROAD COMMISSION WITH LIVINGSTON COUNTY ROAD COMMISSION PROJECT COST SHARING NOT TO EXCEED \$335,000.00 AS PRESENTED.”** Discussion followed. Motion passes by unanimous consent.

C. CLERK:

(Clerk Graham reported on the following items)

- The Township has received a reimbursement for COVID supplies: \$1,253.00 for the screen that went up at the counter. The County had a grant that would allow for this; however, it is not a check, but funds transferred into the Township account. Reimbursements has been submitted for cleaning supplies for the elections to another reimbursement fund offer.
- Township Spring Clean-Up Day. Do we want to put this back on the calendar yet? Discussion followed. Most places are not making decision as what will be open until June. Do we want to let it ride another year or have a Fall Clean-Up Day? It was the consensus to let this wait another couple of months to see what is being allowed.

D. ZONING:

(See Zoning Administrator Daus's prepared written report)

E. ASSESSING:

(See Assessor Kilpela's prepared written report)

F. FIRE AUTHORITY:

(Supervisor Coddington reported on the following items)

- Bought some new radios.
- Paid bills.

G. MHOG:

(Trustee Counts reported on the following items)

- Produced 38 million gallons of water in December.
- Found a company who will make the bleach tank liner without having to remove the roof of the building. Their bid was accepted.
- Did not have any PFAS in the water system according to the annual testing.
- Must do a Risk and Resilience Assessment.
- Approved new water meter rates.
- Started a Self-Assurance Fund in case a catastrophic event happening.
- Had a discharge into the Red Cider River with some high PH. A letter was sent to the State explaining that it was an operator mistake. They are back into compliance. It was a minor issue.

H. PLANNING COMMISSION:

(Trustee Counts reported on the following items)

- LACASA has submitted Preliminary and Final Site Plan. They are planning on building their office and shelter which will be located right across from the EMS building.

I. ZONING BOARD OF APPEALS (ZBA):

(Trustee Rudnicki reported on the following items)

- There was no ZBA Meeting.

J. WWTP:

(Treasurer Hohenstein reported on the following items)

- VFD on Lambert Drive pumps. We still have not received the 2nd quote from Kennedy. Would like to update that pump to KISM control. Does the Board feel comfortable in allowing the WWTP Committee to make that decision or do you want it to come back to the Board for vote? Discussion followed. It was the consensus of the Board to allow the WWTP Committee to make the decision as long as they stay within the \$10,000.00 quote for the VFD.

- Zoning Administrator Daus will be updating the Fee Schedule to include a fee to the developers for updating the GIS system. This will be brought back for the Board to approve the extra fee.

K. HAPRA:

(Clerk Graham reported on the following items)

- The Howell Recreation received the Community Collaboration Award. This is the 2nd award they have received over this COVID period.
- Went through all the policies, yearly appraisals, and insurance.
- Talked about the new building.
- They have a Banner Program for a company that would like a banner with their name on it to be placed in designated areas. It is \$500.00 for the first year and \$250.00 a year thereafter.
- A date for opening should be announced soon.

L. PROPERTY COMMITTEE:

(Treasurer Hohenstein reported on the following items)

- There has been an offer on the Mason Road property. They have accepted our changes to the contract, but we are still negotiating the price. They are looking into a Mixed Development. Discussion on when the Special Assessment will be due.
 - **MOTION** by Rudnicki, seconded by Graham, **“TO ACCEPT THE OFFER FROM DED AND LINDA DEDVUKAJ ON THE MASON ROAD PROPERTY, PARCEL #4706-32-400-013 AS PRESENTED WITH THE CHANGE THAT THE SPECIAL ASSESSMENT WILL BE PAID OFF AT CLOSING.”** Discussion followed. Motion passes by unanimous consent.

Discussion on options for the farmer who has been working this field.
- Pineview Village discussion on the number of days of extension.
 - **MOTION** by Hohenstein, seconded by Melton, **“TO ACCEPT LAND PURCHASE AGREEMENT AMENDMENT WITH THE CHANGE OF THE CLOSING DEADLINE FOR 90 DAYS AT THE COST OF \$10,000.00.”** Discussion followed. Motion passes by unanimous consent.

CALL TO THE PUBLIC:

No response.

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Counts, **“TO APPROVE THE REGULAR DISBURSEMENTS AS OF JANUARY 31, 2021 CHECK REGISTER AS PRESENTED, ALSO ANY CUSTOMARY AND NORMAL PAYMENTS FOR THE MONTH.”** Discussion followed. Motion passes by unanimous consent.

ADJOURNMENT: **MOTION** by Counts, seconded by Rudnicki, **“TO ADJOURN.”** Motion passes by unanimous consent. The meeting adjourned (9:15 p.m.)

As Presented: _____

Howell Township Clerk
Jean Graham

As Amended: _____

As Corrected: _____

Mike Coddington
Howell Township Supervisor

Dated: _____

Debby Johnson, Recording Secretary

AGENDA ITEM

7A

Howell Township Clerk

From: Howell Township Clerk
Sent: Sunday, February 21, 2021 3:31 PM
To: Mike Coddington (supervisor@howelltownshipmi.org); Jonathan Hohenstein (treasurer@howelltownshipmi.org)
Subject: FW: Amber Oaks request to be added to the Howell Twp Meeting Agenda for March 15th, 2021
Attachments: A Petition to Howell Township from Amber Oaks Community.pdf

From: Erick Hong [mailto:ehong@AssociatedAsset.com]
Sent: Friday, February 19, 2021 9:45 AM
To: Howell Township Clerk <clerk@howelltownshipmi.org>
Cc: Julia Barker <jpross89@yahoo.com>
Subject: Amber Oaks request to be added to the Howell Twp Meeting Agenda for March 15th, 2021

Good morning Jean,

I hope your week has gone well and are ready for the weekend.

The Amber Oaks Community would like to be added to the March 15th, 2021 Howell Township Meeting for their Board of Directors to address the Township Board and present a petition on behalf of the Amber Oaks Community. I have attached a copy of the petition to be shared with the Howell Township Board prior to their March 15th, 2021 Meeting.

Thank you for your assistance on this matter and please confirm that the Amber Oaks Community had been added to the Meeting Agenda for March so that they have representation during the meeting. I have copied Julia Barker, Board President for the Amber Oaks Community so she is aware of any communication regarding the Howell Township Meeting.

Have a great day and we look forward to hearing back from you.

Sincerely,

Erick Hong, CMCA, AMS
Regional Director –Michigan
AAM, LLC
248.382.4006 (direct line)
248.382.4001 (main line)
248.382.8734 (fax line)
866.553.8290 (after-hours emergency line)
ehong@AssociatedAsset.com
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A Petition by Residents for Amber Oaks Community to Demand that Howell Township Hold Allen Edwin Homes Accountable

January 18, 2021

Mr. Matthew Counts
Mr. Harold Melton
Mr. Evan Rudnicki
Mr. Jeff Smith
Howell Township
3525 Byron Road
Howell, MI 48855-7751

To the Howell Township Board of Trustees:

There have been a number of instances where co-owners of the Amber Oaks community of Howell Township, MI have found that Allen Edwin Homes (Allen Edwin Home Builders LLC) has failed to fulfill its obligations to the community's governing documents (Master Deed), the master plan submitted by Allen Edwin Homes to Howell Township/Livingston County and provided to co-owners while under contract during the purchasing process, and/or established regulatory standards of residential construction in the State of Michigan. In addition, not only has Allen Edwin Homes failed to meet several of its obligations as set forth in writing, but it is our opinion that Howell Township and its representatives, including its Zoning Administrator, Mr. Joe Daus, have failed to hold Allen Edwin Homes to account as per the township's responsibilities to its taxpayers. To date, the Amber Oaks community by way of the Homeowners Association and its Board of Directors has repeatedly tried to discuss these failures with Allen Edwin Homes as well as with township officials without resolution, yet Allen Edwin Homes continues to garner approval from Howell Township to develop additional communities within the township as well as other adjacent municipalities in Livingston County, presumably with no additional oversight. Included as examples, among others not listed, are the following:

- Sidewalks in all phases of construction have been found to be significantly outside of the specifications defined in the master deed registered with the township. Specifically, all sidewalks have been found to be only 4 ft. in width despite the documented 5 ft. requirement, which has safety implications and represents thousands of dollars deliberately withheld from the community by Allen Edwin Homes. In addition, a significant percentage of sidewalks are further than 6 ft. from the road curb (more than

twice as far in some areas) despite the documented 6 ft. requirement, which significantly impacts the usable length of some co-owners' driveways and the ability for those co-owners to park their vehicles without blocking sidewalks and violating community bylaws potentially decreasing the perceived value of the home.

- Landscaping in common areas, specifically the island in phase 3 of development, does not meet the standard of ground coverage and quality that co-owners have been held to under the community's bylaws established in part by Allen Edwin Homes as the "builder" within the Master Deed. This has already resulted in the need for additional landscaping and other repairs that will be billed to the community above and beyond anticipated maintenance.

- Walking paths clearly marked on the master plan submitted by Allen Edwin Homes to the local municipality and provided by Allen Edwin Homes to co-owners while under contract have not been constructed to date. Instead, representatives of Allen Edwin Homes have made excuses and have refused to properly install and/or reimburse the community for the costs of planning, materials, and labor involved with installing pathways to a reasonable standard.

- A fence around a retention pond on common area clearly marked on the master plan submitted by Allen Edwin Homes to the local municipality and provided by Allen Edwin Homes to co-owners during the purchasing process has not been constructed to date. Instead Allen Edwin Homes has refused to make any offer to the community in terms of construction and/or reimbursement, which would represent a potential safety hazard to the community's as per Michigan regulatory requirements on stormwater management and storage.

- Drainage problems on common areas of the community were identified on a formal walkthrough with representation from both Allen Edwin Homes and Howell Township present that have yet to be adequately addressed, which represent potentially significant future costs to the community. These drainage issues are in addition to drainage problems on individual properties that Allen Edwin Homes has repeatedly refused to properly address and which have already resulted in significant additional costs to individual co-owners after completion of the purchasing process as well as failing catch basins along roads installed by Allen Edwin Homes that are prematurely requiring repair/replacement at the expense of the community.

- Other amenities that Allen Edwin Homes promoted to co-owners during the purchasing process (e.g. volleyball court) were never installed or maintained properly and to

reasonable safety standards, which subsequently resulted in a significant loss of assets by the community due to prohibitively high repair costs.

We, the following residents of the Amber Oaks community and other communities in Howell Township, demand that Allen Edwin Homes should be held accountable by Howell Township for the items documented above. It is the understanding of the Amber Oaks Community Homeowners Association and its Board of Directors that to date Howell Township holds over \$30,000 in the form of a construction bond (also known as a contract bond or surety bond) from Allen Edwin Homes for sidewalks and landscaping as above in phase three of development. Therefore, it is our position that Howell Township should use its power and this money held as leverage over Allen Edwin Homes to appropriately compel Allen Edwin Homes to either address the above issues to the satisfaction of co-owners, to see that the Amber Oaks community is adequately reimbursed no later than March 1, 2021, or otherwise to see that Allen Edwin Homes forfeit the remainder of this bond so that Howell Township can take financial responsibility for these obligations.

Timestamp	Co-owner/ Resident Name	Co-owner Address	Registered Voter in Howell Township, MI?	By completing this form I agree that I am providing accurate information and that this will serve as my electronic signature in support of this petition against Allen Edwin Home Builders LLC and to the Howell Township Board of Trustees in Howell Township, MI.
9/9/2020 17:45:59	Bryan Hornacek	3614 Amber Oaks Drive, Howell, MI 48855	Yes	I Agree
9/9/2020 21:55:55	Michelle Svoboda	3696 Amber Oaks Drive Howell, MI 48855	Yes	I Agree
9/9/2020 22:06:30	Renee Palmer	3670 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
9/9/2020 22:11:33	Derek Palmer	3670 Amber Oaks Howell Mi 48855	Yes	I Agree
9/9/2020 22:11:44	Denise Hill	3517 Amber Oaks Dr. Howell, MI 48855	Yes	I Agree
9/9/2020 22:17:34	Renee McDonald	3700 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
9/9/2020 22:17:58	Mike McDonald	3700 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
9/9/2020 22:33:02	Sarah collins	272 cimarron Dr	Yes	I Agree

9/9/2020 22:35:36	Quang Le	328 Kennen Ct Howell MI 48855	Yes	I Agree
9/9/2020 23:25:18	Vicki Lintemuth	3638 Amber Oaks Dr, Howell, Mi 48855	No	I Agree
9/9/2020 23:26:30	Thomas Lintemuth	3638 Amber Oaks Dr, Howell, MI 48855	No	I Agree
9/9/2020 23:28:08	Robert Lane	327 KEENEN CT. Howell, MI 48855	Yes	I Agree
9/9/2020 23:28:56	Krystal Binder	327 KEENEN CT. Howell, MI 48855	Yes	I Agree
9/10/2020 5:29:14	Candice Doan	353 Geneva ct	Yes	I Agree
9/10/2020 6:27:26	Nicole Woolson	3687 Wescott Ct	Yes	I Agree
9/10/2020 6:33:32	Kelly Gee	383 Geneva Ct., Howell, MI 48855	Yes	I Agree
9/10/2020 7:43:33	Travis Baker	355 geneva ct howell mi 48855	Yes	I Agree
9/10/2020 7:44:21	Christina Baker	355 geneva ct howell mi 48855	Yes	I Agree
9/10/2020 8:05:12	Daniel Peterman	3677 Amber Oaks Dr. Howell, MI 48855	Yes	I Agree
9/10/2020 8:10:04	Evette Orlando	3510 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/10/2020 8:40:53	Vicki Mata	3584 Amber Oaks, Howell, MI 48855	Yes	I Agree
9/10/2020 8:43:36	April Goralski	3739 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
9/10/2020 9:51:28	Christian Bugeja	3630 Amber Oaks Dr. Howell Mi 48855	Yes	I Agree
9/10/2020 11:49:13	Michael Horvath	3760 Amber's Oaks Dr, Howell, MI 48855	Yes	I Agree
9/10/2020 12:07:41	Amanda Warson	3486 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/10/2020 12:20:03	AMY BIRCH	351 sunbury dr howell mi 48855	Yes	I Agree
9/10/2020 12:23:54	Caitlin Chavez	3652 Amber Oaks Drive, Howell, Michigan, 48855	Yes	I Agree
9/10/2020 12:29:48	Kaitlyn Jafano	384 Ventura Court, Howell, MI 48855	Yes	I Agree

9/10/2020 12:30:34	Brent Bode	3715 Wescott Ct. Howell, MI 48855	Yes	I Agree
9/10/2020 12:30:55	Garrett Jafano	384 Ventura Court, HOWELL, MI 48855	Yes	I Agree
9/10/2020 12:31:16	Shayna Lenox	3715 Wescott Ct. Howell, MI 48855	Yes	I Agree
9/10/2020 12:31:34	Melonie Porubsky	383 Sunbury Dr, Howell MI 48855	Yes	I Agree
9/10/2020 12:33:29	Scott Bockelman	3736 Amber Oaks Dr. Howell, MI 48855	Yes	I Agree
9/10/2020 12:35:51	Hieu Nguyen	3564 AMBER OAKS DR HOWELL MI 48855	No	I Agree
9/10/2020 12:39:35	Shawn McBrien	3560 Amber Oaks Dr, Howell, MI 48855	Yes	I Agree
9/10/2020 12:53:43	Joshua Parish	3715 amber oaks drive howell mi 48855	Yes	I Agree
9/10/2020 12:55:00	Cortnie Parish	3715 Amber Oaks Drive Howell, MI 48855	Yes	I Agree
9/10/2020 13:02:45	Brenden Smotherman	3466 amber oaks drive Howell mi 48855	Yes	I Agree
9/10/2020 13:31:18	Danielle Delorey	3688 Wescott Ct, Howell, MI 48855	Yes	I Agree
9/10/2020 15:11:19	Kimberly Bockelman	3736 Amber Oaks Dr. Howell MI 48855	Yes	I Agree
9/10/2020 15:55:13	Ronald Bindel	3536 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/10/2020 15:58:37	Michael L. Jones	3434 Amber Oaks Dr.	Yes	I Agree
9/10/2020 17:50:35	Chad Agacinski	3113 ivy wood circle, howell, mi 48855	Yes	I Agree
9/10/2020 17:59:54	Regina Fisher	3673 wescott ct, howell,mi 48855	Yes	I Agree
9/10/2020 18:00:35	Douglas Fisher	3673 wescott ct, howell, mi 48855	Yes	I Agree
9/10/2020 19:58:38	Brad Sylvester/ Lindsey Sylvester	339 keenen ct	Yes	I Agree
9/10/2020 20:00:53	Derek Svoboda	3696 Amber Oaks Drive Howell, MI 48855	Yes	I Agree
9/10/2020 21:20:51	Rachel Manwiller	359 Ventura Court, Howell, MI 48855	Yes	I Agree

9/10/2020 21:21:17	Lisa Rohraff	340 Keenen Court Howell, MI 48855	Yes	I Agree
9/10/2020 22:29:52	Katalin mata	3584 Amber oaks dr	Yes	I Agree
9/10/2020 22:29:55	Tonya Benson	3680 Amber oaks dr, howell. Mi 48855	Yes	I Agree
9/11/2020 7:35:31	Leilani Krutul	331 Keenen ct	Yes	I Agree
9/11/2020 7:35:55	Jason Adams	331 Keenen ct	No	I Agree
9/11/2020 8:08:53	Kelsey Bishop	335 Keenen Court	Yes	I Agree
9/11/2020 8:10:12	Andrew Bishop	335 Keenen Court, Howell MI 48855	Yes	I Agree
9/11/2020 10:45:18	Myrl Hawkins	3565 Amber Oaks Dr	Yes	I Agree
9/11/2020 10:53:18	Austin Righter	359 Sunbury Dr, Howell MI 48855	Yes	I Agree
9/11/2020 15:13:06	Danielle Elliott	3629 amber oaks dr	Yes	I Agree
9/11/2020 22:17:41	Dave Elliott	3629 amber oaks dr	Yes	I Agree
9/12/2020 11:46:27	Dharmesh Gada	343 Sunbury Drive, Howell, MI 48855	Yes	I Agree
9/12/2020 22:15:22	Jessica Hetzler	3688 amber oaks dr Howell mi 48855	Yes	I Agree
9/12/2020 22:16:05	Craig Hetzler	3688 amber oaks dr Howell mi 48855	Yes	I Agree
9/12/2020 23:21:19	SARAH PAPARELLI	3111 Ivywood Circle Howell 48855	Yes	I Agree
9/13/2020 16:15:29	Kimberly Cecil	3704 Wescott Court, Howell, Michigan 48855	Yes	I Agree
9/16/2020 13:30:22	Nicoll Ward	3553 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/16/2020 13:31:09	Marc Ward	3553 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/16/2020 13:42:57	Linda Kern	331 Cimarron Dr	Yes	I Agree
9/16/2020 15:51:12	Joel Borton	383 Ventura Ct Howell, MI 48855	Yes	I Agree

9/16/2020 15:51:44	Elisha Borton	383 Ventura Ct Howell, MI 48855	Yes	I Agree
9/16/2020 16:51:52	Kristen Valenzuela	3671 Wescott Ct Howell, MI 48855	Yes	I Agree
9/16/2020 16:52:37	Dan Valenzuela	3671 Wescott Ct Howell, MI 48855	Yes	I Agree
9/16/2020 19:28:15	Janelle Hanson	3127 Ivywood Cir, Howell MI 48855	Yes	I Agree
9/16/2020 19:30:55	Kane Hanson	3127 Ivywood Circle, Howell MI 48855	Yes	I Agree
9/16/2020 20:36:09	Deblina Righter	359 Sunbury Drive, Howell, MI 48855	Yes	I Agree
9/16/2020 20:42:03	Laura A Hornacek	3614 Amber Oaks Dr Howell MI 48855	Yes	I Agree
9/17/2020 9:42:37	Julia Barker	336 Keenen Court Howell MI 48855	Yes	I Agree
9/17/2020 9:43:26	Christopher Barker	336 Keenen Court Howell MI 48855	Yes	I Agree
9/17/2020 10:25:38	Tresa O'Rourke	3673 Amber Oaks Drive, Howell, MI 48855	Yes	I Agree
9/17/2020 10:27:03	Daniel O'Rourke	3673 Amber Oaks Drive, Howell, MI 48855	Yes	I Agree
9/17/2020 11:27:24	Tanya Bindel	3536 Amber Oaks Dr. Howell MI 48855	Yes	I Agree
9/17/2020 12:32:13	Matt Vogel	3708 Wescott Ct Howell MI 48855	Yes	I Agree
9/18/2020 9:22:22	Candice McBrien	3560 Amber oaks dr Howell MI 48855	Yes	I Agree
9/19/2020 8:31:54	Patty Sykes	303 Cimarron Drive Howell MI 48855	Yes	I Agree
10/14/2020 20:12:43	Joseph A. Maisano	3728 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
10/14/2020 20:15:25	Denalda Maisano	3728 Amber Oaks Dr., Howell, MI 48855	Yes	I Agree
10/14/2020 20:21:28	Chris Hynek	3572 Amber Oaks Drive	Yes	I Agree
10/14/2020 20:21:47	Jori Hynek	3572 Amber Oaks Drive	Yes	I Agree
10/14/2020 20:23:59	Jeffrey Russell	323 Cimarron Drive	Yes	I Agree

10/14/2020 20:25:53	Jenny Gwinn	3712 Wescott Ct, Howell, MI 48855	Yes	I Agree
10/14/2020 20:25:58	Lauren Dobransky	3735 Amber Oaks Dr Howell MI 48855	No	I Agree
10/14/2020 20:28:04	Cassandra Bicknell	3752 Amber Oaks Dr Howell, MI 48855	Yes	I Agree
10/14/2020 20:34:20	Tammi Arnold	3520 amber oaks drive	Yes	I Agree
10/14/2020 20:37:05	Gwen Schroeder	3489 Amber Oaks Drive	Yes	I Agree
10/14/2020 20:40:40	Kevin Waterbury	395 Geneva Ct	Yes	I Agree
10/14/2020 20:40:50	Christine Babbitt	379 Geneva Ct Howell MI 48855	Yes	I Agree
10/14/2020 20:41:18	Wendy Griest	395 Geneva Ct	Yes	I Agree
10/14/2020 20:43:23	kyle frederick	3537 Amber Oaks Drive	Yes	I Agree
10/14/2020 20:47:41	Kelly Redman	3599 amber oaks dr	Yes	I Agree
10/14/2020 21:03:02	Andrea Armstrong	3568 Amber Oaks dr Howell MI 48855	Yes	I Agree
10/14/2020 21:08:13	Brian Lakey	307 Cimarron Dr Howell, Mi 48855	Yes	I Agree
10/14/2020 21:12:56	Amanda Bruin	363 Sunbury Dr, Howell, MI 48855	Yes	I Agree
10/14/2020 21:18:11	Meredith Ridge	3656 Amber Oaks Drive	Yes	I Agree
10/14/2020 21:18:43	Brian Ridge	3656 Amber Oaks Dr Howell MI 48855	Yes	I Agree
10/14/2020 21:19:33	Jeremy Gwinn	3712 Wescott Court, Howell MI 48855	Yes	I Agree
10/14/2020 21:25:57	Jessica Stowers	3733 Amber Oaks drive Howell mi 48855	Yes	I Agree
10/14/2020 21:32:39	Evan Bruin	363 Sunbury Dr, Howell, MI 48855	Yes	I Agree
10/14/2020 21:51:58	Jason Matter	3669 Amber Oaks Dr	Yes	I Agree
10/14/2020 21:55:53	Keith Hill	3517 Amber Oaks Drive, Howell, MI 48855	Yes	I Agree

10/14/2020 21:57:11	Theresa Angst	3411 Amber Oaks Dr Howell, MI 48855	Yes	I Agree
10/14/2020 22:12:05	Scott zehnder	3610 amber oaks drive, Howell, MI 48855	Yes	I Agree
10/14/2020 22:19:32	Robert Jackson	379 Sunbury dr.	Yes	I Agree
10/14/2020 22:21:16	Jessica Mercer	379 Sunbury dr. Howell, Mi. 48855	Yes	I Agree
10/14/2020 22:23:31	Steven Babbitt	379 Geneva Ct. Howell MI 48855	Yes	I Agree
10/14/2020 22:25:36	Gina Wordelman	355 Sunbury Dr Howell, MI. 48855	Yes	I Agree
10/14/2020 22:31:46	Carol Rafalko-Jones	3434 Amber Oaks Dr Howell, Mi. 48855	Yes	I Agree
10/14/2020 22:36:04	Steve Goers	3525 Amber Oaks Drive Howell MI	Yes	I Agree
10/14/2020 22:42:03	Tammy Gada	343 Sunbury Dr. Howell, MI. 48855	Yes	I Agree
10/15/2020 4:14:27	Alan Klavon	275 Cimarron Dr Howell MI 48855	Yes	I Agree
10/15/2020 6:46:03	Robert Sugrue	3700 Wescott ct	Yes	I Agree
10/15/2020 7:46:43	Megan Mezel	278 Cimarron, Howell, MI 48855	Yes	I Agree
10/15/2020 7:54:11	Tamra Kay	3711 Wescott ct howell mi 48855	Yes	I Agree
10/15/2020 9:58:43	Dawn Kurek	3699 Wescott Ct, Howell, MI 48855	Yes	I Agree
10/15/2020 12:12:49	Joel Firebaugh	3477 amber oaks dr Howell mi 48855	Yes	I Agree
10/15/2020 17:26:36	ANNA SIDOLI	316 CIMARRON DR.	Yes	I Agree
10/15/2020 18:02:42	Tracy A Giesecking	3442 Amber Oaks Drive	Yes	I Agree
10/15/2020 23:30:10	Benjamin Taggart	355 Ventura Court, Howell, MI 48855	Yes	I Agree
10/15/2020 23:31:09	Erica Taggart	355 Ventura Court	Yes	I Agree
10/16/2020 7:04:23	Thuy Le	328 Keenen Ct. Howell, MI 48855	Yes	I Agree

10/16/2020 8:05:35	Brian Shehan	3497 Amber Oaks Dr	Yes	I Agree
10/16/2020 11:21:17	Chante Fracassi	3712 Amber Oaks Dr	Yes	I Agree
10/16/2020 11:52:03	Philip Machin	3691 Amber Oaks Dr	Yes	I Agree
10/16/2020 13:08:53	Megan Reid	360 Geneva ct Howell MI 48855	Yes	I Agree
10/17/2020 10:18:08	Lisa Sugrue	3700 Wescott Ct Howell, MI 48855	Yes	I Agree
10/18/2020 17:46:27	Michael G Lentine	3479 Amber Oaks Dr Howell Mi.	Yes	I Agree
10/18/2020 17:47:49	Kelly Lentine	3479 Amber Oaks Dr Howell Mi.	Yes	I Agree
10/19/2020 8:25:42	Peter Manwiller	359 Ventura Ct.	Yes	I Agree
10/22/2020 13:05:03	Meghan Spiroff	3707 Amber Oaks Dr Howell, MI 48855	Yes	I Agree
10/25/2020 18:50:34	Steve Goring	3467 Amber Oaks Dr	Yes	I Agree
11/17/2020 20:02:32	Lauren Logan	3735 Amber Oaks Dr Howell MI 48855	No	I Agree
11/17/2020 20:03:05	Alex Logan	3735 Amber Oaks Dr Howell MI 48855	No	I Agree
11/17/2020 20:09:28	Cherl zehnder	3610 Amber oaks drive	Yes	I Agree
11/17/2020 20:23:52	Kami Seburg	3674 Wescott Ct, Howell, MI 48855	Yes	I Agree
11/17/2020 20:24:47	Carolyn Spendlove	3694 Amber Oaks Dr. Howell Mi 48856	Yes	I Agree
11/17/2020 20:27:08	Christopher Doan	353 Geneva ct Howell MI 48855	Yes	I Agree
11/17/2020 20:40:38	Barrett Henze	375 Ventura ct. Howell, MI 48855	Yes	I Agree
11/17/2020 20:49:13	Shannon Stolle	3439 Amber Oaks Dr, Howell, MI 48855	Yes	I Agree
11/17/2020 20:54:11	Tyler Hill	3517 Amber Oaks Dr Howell, MI 48855	Yes	I Agree
11/18/2020 15:15:07	Laura Monteer	3450 Amber Oaks Drive	Yes	I Agree

11/19/2020 22:12:47	Cassandra Sartor	347 Sunbury dr	Yes	I Agree
11/21/2020 6:31:17	Michelle Russell	323 Cimarron	Yes	I Agree
11/24/2020 14:10:05	Amanda Peterman	3677 Amber Oaks Dr. Howell, 48855	Yes	I Agree
11/24/2020 16:27:33	Christian Cangealose	3662 Amber Oaks Dr Howell, MI 48855	Yes	I Agree
11/24/2020 16:33:29	Michael Salliotte	3528 amber oaks Howell Twp mi	Yes	I Agree
11/24/2020 16:34:56	Dakota Heidt	3620 Amber Oaks Dr, Howell, MI, 488550	Yes	I Agree
11/24/2020 16:43:29	Melissa Struppa	3524 amber oaks dr	Yes	I Agree
11/24/2020 16:44:07	David struppa	3524 Amber Oaks dr	Yes	I Agree
11/24/2020 17:21:16	STEVEN GORING	3467 Amber Oaks Dr	Yes	I Agree
11/24/2020 17:32:42	Beverly Campbell	340 Sunbury Dr.	Yes	I Agree
11/24/2020 18:08:36	Kimberly Eze	3720 Amber Oaks Dr. Howell, MI 48855	Yes	I Agree
11/24/2020 19:26:33	Stephanie Rulason Kapanowski	299 Cimarron Drive, Howell, MI 48855	Yes	I Agree
11/25/2020 7:30:50	Cheri Kourt	3744 Amber Oaks Dr. Howell, MI 48855	No	I Agree
11/25/2020 7:38:28	Scott Collins	272 Cimarron Dr. Howell, MI 48855	Yes	I Agree
11/26/2020 11:16:14	Theresa Rigati	3410 Amber Oaks Dr	Yes	I Agree
11/26/2020 18:42:20	Michael Lentine	3479 Amber Oaks Dr Howell Mi 48855	Yes	I Agree
11/28/2020 16:10:00	Melissa L. Luce	3598 Amber Oaks Drive	Yes	I Agree
11/29/2020 9:49:58	Kim McInroy	3589 Amber oaks drive	Yes	I Agree
12/9/2020 9:34:53	Andrew DeLorey	3688 Wescott ct, Howell M, 48855	Yes	I Agree
12/21/2020 18:46:42	Bob Sugrue	3700 Wescott ct Howell MI. 48855	Yes	I Agree

Howell Township Clerk

From: Erick Hong <ehong@AssociatedAsset.com>
Sent: Thursday, October 1, 2020 12:35 PM
To: Howell Township Clerk
Cc: Howell Township Supervisor
Subject: RE: Amber Oaks - Communications with Howell Township regarding Allen Edwin and pending items in community

Follow Up Flag: Follow up
Due By: Monday, October 5, 2020 3:00 PM
Flag Status: Flagged

Good morning Jean,

I hope you've had a nice week so far.

I wanted to circle back with you and provide a list of the items that were listed and already shared with the compiled emails I was requested to send back on July 13th, 2020.

Here is a list of the pending items/items of concern in the Community not completed or improperly completed by Allen Edwin. In regards to how these concerns should be addressed, let me check with the Board and I will get back to you as soon as possible.

- 1) Walking Paths, as per approved Master Plan, have not been installed in the community by Allen Edwin. It is my understanding that discussions took place between an Allen Edwin Representative and previous Board Members regarding this item. As per Allen Edwin on a Community walk with the current Board of Directors last year, only \$2,000.00 would be available to install 1,100 linear feet of walking paths which turns out at \$1.81 per linear foot so based on such low funding available, we would like Allen Edwin to complete it as per approved Master Plan. The Walking Path has not been installed as of today.
- 2) Community Sidewalks. State Recorded Master deed as a Howell Township Approved Master Plan clearly state, within sidewalk specifications, they would be 5' wide but due to negligent inspections by Township Inspectors, all sidewalks in the community were installed being only 4' wide. Howell Township has also failed to produce red-lined drawings or revised Master Plan if this change in width was approved during the installation/inspection of these community sidewalks.
 - a. Sidewalk Specifications stating that "sidewalks be located such that the road side edge is located 6 feet from the back of the road curb" was also not followed or reinforced by Township Inspector since we have several homes where the sidewalks are 10 feet or more away from the curb.
- 3) Fence around back pond shown in approved Master Plan has not been installed. This was another item missed by Township Inspectors and Allen Edwin is not being held accountable for the completion as per approved Master Plan.
- 4) Incomplete lawn in the island on Amber Oaks Drive. Seeded lawn was not properly established leaving large bald spots showing dirt.
- 5) Incomplete lawn around Emergency Gate. Seeded lawn was not properly established leaving large bald spots showing dirt.
- 6) Drainage issues around the emergency gate, near the pond, and around soccer field.
- 7) Volleyball Court installation not properly installed as per Master Plan.

In regards to the Board of Directors' desired outcome is that these projects are completed as stated in the Master Plan approved by Howell Township.

Have a great day and I will talk to you later.

Erick Hong, CMCA, AMS
Regional Director –Michigan
AAM, LLC
248.382.4006 (direct line)
248.382.4001 (main line)
248.382.8734 (fax line)
866.553.8290 (after-hours emergency line)
ehong@AssociatedAsset.com
www.AssociatedAsset.com



From: Howell Township Clerk [mailto:clerk@howelltownshipmi.org]
Sent: Thursday, August 27, 2020 11:45 AM
To: Erick Hong <ehong@AssociatedAsset.com>
Cc: Julia Barker <jpross89@yahoo.com>; Howell Township Supervisor <supervisor@howelltownshipmi.org>
Subject: RE: Amber Oaks - Communications with Howell Township regarding Allen Edwin and pending items in community

Erick,

We appreciate the emails that you have sent to the Township. But at the March 2020 Township Board meeting the Supervisor requested from Brian Hornacek and Julia Barker a list of their concerns and how they think these concerns should be addressed. Once we receive those we can move toward answering the concerns of Amber Oaks residents.

From: Erick Hong [mailto:ehong@AssociatedAsset.com]
Sent: Wednesday, August 26, 2020 3:05 PM
To: Howell Township Clerk <clerk@howelltownshipmi.org>
Cc: Julia Barker <jpross89@yahoo.com>
Subject: RE: Amber Oaks - Communications with Howell Township regarding Allen Edwin and pending items in community

Good afternoon Jean,

I wanted to circle back with you to see if there are any updates on the Amber Oaks' community concerns regarding missing items in the community from Allen Edwin that were brought up to the attention of Howell Township Supervisor?

Any updates will be greatly appreciated.

Thank you for your support and we look forward to hearing back from you soon.

Erick Hong, CMCA, AMS
Regional Director –Michigan
AAM, LLC
248.382.4006 (direct line)
248.382.4001 (main line)
248.382.8734 (fax line)
866.553.8290 (after-hours emergency line)
ehong@AssociatedAsset.com
www.AssociatedAsset.com



From: Erick Hong
Sent: Tuesday, August 4, 2020 8:52 AM
To: 'clerk@howelltownshipmi.org' <clerk@howelltownshipmi.org>
Cc: Julia Barker <jgross89@yahoo.com>
Subject: RE: Amber Oaks - Communications with Howell Township regarding Allen Edwin and pending items in community

Good morning Jean,

I hope this email finds you and your family safe and healthy.

I wanted to follow up with you to see if there has been any feedback from the Township Supervisor on our communication of concerns with pending and non-compliant items in our Amber Oaks Community?

Any information will be greatly appreciated.

Have a great day!

Erick Hong, CMCA, AMS
Regional Director –Michigan
AAM, LLC
248.382.4006 (direct line)
248.382.4001 (main line)
248.382.8734 (fax line)
866.553.8290 (after-hours emergency line)
ehong@AssociatedAsset.com
www.AssociatedAsset.com



From: Erick Hong
Sent: Monday, July 13, 2020 2:31 PM
To: 'clerk@howelltownshipmi.org' <clerk@howelltownshipmi.org>
Cc: Julia Barker <jpross89@yahoo.com>
Subject: Amber Oaks - Communications with Howell Township regarding Allen Edwin and pending items in community

Good afternoon Jean,

I hope you had a nice weekend.

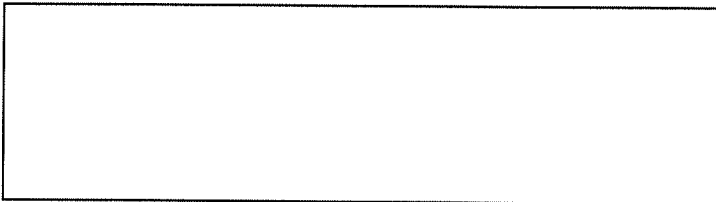
I was asked by our Board President at the Amber Oaks Community, Julia Barker, to compile and send you all our communications with Howell Township regarding to some pending items from the Community Developer, Allen Edwin.

I have been working with the Amber Oaks Community as a Community Manager since October 1st, 2018 and I have attached for your review and reference, the compiled communications between us and Howell Township since I took over the management of the community.

Any assistance/guidance you can provide to this community will be greatly appreciated.

Sincerely,

Erick Hong, CMCA, AMS
Regional Director –Michigan
AAM, LLC
248.382.4006 (direct line)
248.382.4001 (main line)
248.382.8734 (fax line)
866.553.8290 (after-hours emergency line)
ehong@AssociatedAsset.com
www.AssociatedAsset.com



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AGENDA ITEM

7B

Pineview Village

Mr. Michael Furnari

**asked be on the
agenda**

AGENDA ITEM

7C

Annex Group

Union at Oak Grove

documents to follow

AGENDA ITEM

7D

**HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
LIQUOR LICENSE ORDINANCE**

Ordinance No. _____

At a meeting of the Howell Township Board of Howell Township, Livingston County, Michigan, held at the Howell Township Hall on _____, 2021, at _____ p.m., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Board Member _____:

An Ordinance entitled "Howell Township Liquor License Ordinance," to regulate the issuance, transfer, renewal, and revocation of liquor licenses in Howell Township.

HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN ORDAINS:

SECTION 1: TITLE.

This ordinance shall be known and may be cited as the "Howell Township Liquor License Ordinance."

SECTION 2: PURPOSE AND APPLICABILITY.

This ordinance is established to provide an orderly and nondiscriminatory procedure for the issuance, renewal, revocation, and transfer of licenses for sale, service or allowing the consumption of alcoholic beverages within the Township. No person shall engage in the sale, service or allowing the consumption of alcoholic beverages on the premises without first complying with this Ordinance and receiving the Township Board's approval of issuance of a new license or recommendation for transfer of a license.

SECTION 3: DEFINITIONS.

As used in this ordinance:

"Alcoholic Beverages" means "alcoholic liquor," including without limitation, "beer," "brandy," "mixed spirit drink," "mixed wine drink," "spirits," and "wine" as defined in the Michigan Liquor Control Code of 1998, Act 58 of 1998, MCL 436.1101, *et seq.*

"Person" or *"Applicant"* means and includes any person or legal entity of any kind, either profit or non-profit, that seeks to have or is already in possession of any license issued by the State for the sale or dispensing of Alcoholic Beverages in the Township pursuant to a liquor license of any kind.

SECTION 4: LICENSES.

I. Application for Issuance of New Liquor Licenses.

- A. An applicant for issuance of a new liquor license for consumption of alcoholic beverages on the premises within the Township shall submit an application for approval under this ordinance. An application to the State Liquor Control Commission shall satisfy the requirements necessary for submission to the Township under this ordinance to the extent that the information required by the State Liquor Control Commission duplicates the application requirements necessary for submission to the Township.
- B. Under no circumstances is the Township Board obligated to issue an available new liquor license for sale, service or allowing the consumption of alcoholic beverages on the premises. The Board reserves the right to exercise reasonable discretion to determine who, if anyone, shall be entitled to the issuance of such license. Additionally, no applicant for a liquor license has the right to have such application processed, and the Board further reserves the right to take no action with respect to any application filed with the Board.
- C. Applications for approval of issuance of a new liquor license for sale, service or allowing the consumption of alcoholic beverages on the premises under this Ordinance shall be made to the Township Board in writing, signed by the applicant, if an individual, or by a duly authorized agent thereof, if a partnership, limited-liability company, or corporation, verified by oath or affidavit, and shall contain the following statements and information:
 - 1. The name, age, address, and telephone number of the applicant in the case of an individual or, in the case of a co-partnership, the persons entitled to share in the profits thereof or, in the case of a limited-liability company or corporation, the names and addresses of the managers, members, officers and directors thereof, and if an aggregate of more than 10 percent of the stock of such company or corporation is owned by any one person of his or her nominee, the name and address of such person;
 - 2. The type of license desired;
 - 3. Address and telephone number of the registered agent for accepting service of process, if the applicant is an entity;
 - 4. Name and address of the financial institution where an applicant's funds for establishment and operation of the entity sought to be licensed are deposited, as well as the sources of all funds which will be relied upon in the establishment and operation of the entity sought to be licensed;
 - 5. The character of business of the applicant and, in the case of a limited-liability company or corporation, the object for which it was formed;
 - 6. A written statement as to the applicant's character, experience and financial ability to meet the obligations and business undertakings for which the license is to be issued, including the length of time such applicant has been

in business of that character or, in the case of a limited-liability company or corporation, the date when its certificate of incorporation was issued;

7. The location of the premises or place of business which is to be operated under such license, including its legal description, address, and zoning classification for the location where business is proposed;
8. A plan of operation which shall contain an operational statement outlining the proposed manner in which the establishment will be continuously operated, including, but not limited to, the opening date, the concept, the format, a schedule of the hours of operation, alcohol management, and food service;
9. A statement as to whether the applicant has, prior to the application, applied for a similar or other license to sell alcoholic beverages and, if so, the date and the disposition of such application;
10. A statement that the applicant has never been convicted of a felony and is not disqualified from receiving approval for a license by reason of any matter or thing contained in this ordinance or the laws of the state;
11. A statement that the applicant will not violate any of the laws of the state or of the United States or any ordinances of the Township in the conduct of their business;
12. The application shall be accompanied by an eight and one-half by eleven-inch building and plat diagram showing the entire structure, premises and grounds, and in particular, the specific areas where the license is to be utilized, and the relationship of the proposed structure to the surrounding property and land use. The plans shall demonstrate adequate off-street parking, lighting, refuse disposal facilities, and, where appropriate, adequate plans for screening and noise control;
13. A statement as to whether the applicant is leasing or purchasing the building, premises, grounds, or other area where the license is to be utilized;
14. A minimum of three character endorsements of the applicant, members, managers, partners or stockholders, as may be required by the Township Board by prior notice to the applicant;
15. Any other pertinent information as may be required by the Township Board by prior notice to the applicant; and
16. A statement that the applicant, should any of the information provided in their application or any attachment thereto change during the term of the license or any renewal thereof, will notify the Township Clerk, in writing, within 30 days of such change.

- D. If the Township decides to, in its sole discretion, process an application under this ordinance, the applicant shall provide the Township a nonrefundable fee, in the amount of Twenty-Five Hundred Dollars (\$2,500.00), to cover the cost of the investigation, review and inspection by the Township.
- E. The Township Clerk shall not cause an application to be placed on the agenda of the Township Board for review unless and until the Clerk deems the application complete by having the necessary statements and information as required under this section, or if the Township otherwise declines to process the application under this ordinance.
- F. Following receipt of the fully completed application chosen for processing under this Ordinance, the fee and such other information as may be requested by the Township, the Township Clerk shall forward the application to the Sheriff Department, the Township Fire Department, the Township Building Inspector, the Township Zoning Administrator, and such departments may make their recommendations prior to consideration of the application by the Township Board. In making its review, the Township may request from the applicant other pertinent information.

II. Township Board Application Review.

- A. Upon receipt by the Township Clerk's Office of a completed application chosen for processing under this ordinance, and any recommendations of the Sheriff Department, the Township Fire Department, the Township Building Inspector, the Township Zoning Administrator, and other departments as requested, the Clerk shall cause the application to be placed on the agenda of the Township Board. Due notice will be given to the applicant. The applicant will be required to appear before the Board and answer any questions pertaining to the application. All applications chosen for processing under this ordinance are subject to the final approval of the Board.
- B. The Township Board shall conduct a public hearing prior to making a decision regarding the application.
- C. Following the public hearing, the Township Board shall make a determination based upon satisfactory compliance with the standards of review set forth in this Ordinance and take any of the following steps, which shall be submitted to the applicant in writing:
 - 1. Recommend to the State Liquor Control Commission approval of the application above all others for the issuance of a liquor license;
 - 2. Reject the application stating the reasons for such rejection;
 - 3. Postpone action on the application; or
 - 4. Take other appropriate action in the discretion of the Township Board.

D. The Township Board, in making its decision on the application shall consider the following criteria:

1. The applicant's management experience in the alcoholic beverage business;
2. The applicant's general business management experience;
3. The applicant's general business reputation;
4. The applicant's financial status and ability to build and/or operate the proposed facility on which the proposed liquor license is to be located;
5. The amount invested in the facility/establishment and the extent and nature of renovation to existing buildings;
6. The effect that the issuance of a license would have on the health, welfare and safety of the general public;
7. The recommendations of any state, county or local agencies and departments that provided comment regarding the application;
8. Whether the applicant has demonstrated the public need or convenience for the issuance of the liquor license for the business facility at the location proposed;
9. The uniqueness of the proposed facility when contrasted against other existing or proposed facilities;
10. The number of outstanding liquor licenses that may be issued by the Township;
11. Whether the facility to which the proposed liquor license is to be issued complies, or will comply, with the Building, Plumbing, Electrical, Fire Prevention, and Zoning Codes of the Township and any other building, plumbing, electrical, fire prevention, and zoning statutes and ordinances applicable to the Township;
12. The effect that the business facility to which the proposed license is to be issued will have upon vehicular and pedestrian traffic in the area;
13. The proximity of the proposed business facility to other similarly situated licensed liquor facilities;
14. The effect that the business facility to which the proposed license is to be issued will have upon the surrounding neighborhood and/or business establishments;

15. The permanence of the establishment in the community as evidenced by the proposed or actual commitments made by the applicant;
 16. Input from residents and surrounding business owners; and
 17. Such other considerations as the Board may deem proper. In making its determination under this section, the Board may weigh the above factors.
- E. Notwithstanding any other section of the Ordinance to the contrary, the Township Board may deny an application for the issuance of a new liquor license for sale, service or allowing the consumption of alcoholic beverages on the premises:
1. For a location which the Board determines, by a majority vote, is unsuitable for an on-premises license to sell, serve or allow the consumption of alcoholic beverages considering:
 - i. The proximity of other premises licensed to sell alcoholic beverages for on-premises consumption;
 - ii. The lack of any other facilities or uses on the premises to be licensed which are compatible with a license for on-premises consumption of alcoholic beverages (e.g., a restaurant or hotel);
 - iii. The distance from public or private schools for minors, playgrounds, public parks or churches;
 - iv. The proximity of an inconsistent zoning classification or land use;
 - v. Traffic safety;
 - vi. The accessibility to the site from abutting roads;
 - vii. The capability of abutting roads to accommodate the commercial activity; and
 - viii. Such other relevant factors as the Board may deem appropriate, including without limitations, Section II.D of this Ordinance.
 2. To a person whose alcoholic beverage license has previously been revoked or not renewed for cause under this ordinance, or a comparable local ordinance, or state Law, whether in Michigan or otherwise;
 3. To a person who, at the time of application, is delinquent in the payment of any taxes, fees or other charges owed to or collected by the Township;
 4. To a co-partnership, unless all of the members of such co-partnership qualify for approval of a license;

5. To a limited-liability company or corporation, if any officer, manager, member or director thereof, or a stockholder or stockholders owning in the aggregate more than 10 percent of the stock of such corporation, would not be eligible to receive a favorable recommendation to issue an alcoholic beverage license for any reason;
6. To a person whose place of business is conducted by a manager, member, or agent, unless such manager, member or agent possesses the same qualifications required of the licensee;
7. To a person who has been convicted of a crime punishable by imprisonment in excess of one year under the law which he or she was convicted, or of a crime involving theft, dishonesty, or false statement (including tax evasion), regardless of punishment, or of a crime or administrative violation of a federal or state law concerning beverages or controlled substances;
8. To a person who does not own the premises for which a license recommendation is sought or does not have a lease for the premises for the full period for which the license is issued;
9. To any law enforcing public official or any member of the Township Board;
10. For any premises which does not comply with applicable building, electrical, mechanical, plumbing, fire prevention, zoning, and public health codes and regulations, provided, however, that the Board may approve an application subject to compliance with the applicable codes and regulations within a specified time period;
11. For any premises where any real or personal property taxes, special assessments, sewer charges, or water charges are delinquent and remain unpaid; or
12. A person or premises based upon such other relevant factors as the Board may deem appropriate.

III. Criteria for Selecting Among Qualified Applicants.

When any license is available for issuance to a new applicant, either by elapse of a current license or by the authorization and allocation of additional licenses to the Township, and there exist more qualified applicants for such licenses than the number of new licenses available for issuance, the Board may choose the qualified applicant or applicants for approval based upon the criteria provided in Section 4 of this Ordinance.

IV. Transfer of Existing Licenses.

The transfer of the location of an existing liquor license or the transfer of ownership of an existing liquor license for sale, service or allowing the consumption of alcoholic beverages on the premises shall be subject to a recommendation by the Township Board based upon the requirements, criteria, and procedures set forth in this ordinance for the granting of a new liquor license. The Township Board shall not review an application for a transfer of the location of an existing liquor license until the applicant has received applicable local zoning approvals. In addition, the transferee-applicant shall agree, and sign releases if necessary, to allow Howell Township, its agents or employees, to review and inspect any and all records and files which may be in possession of the State Liquor Control Commission or the possession of the applicant regarding the Commission's investigation of the transferee as a present licensee or as a previous licensee, or of a business or other legal entity in which the transferee has had an interest. The Township Board may, by resolution, establish a fee for review of a transfer.

V. Objection to Renewal or Request for Revocation.

- A. The Township Board may object to a renewal of a liquor license or request the revocation of a liquor license by the State Liquor Control Commission, upon majority vote of the Board's members.
- B. Before filing an objection to a renewal or a request for revocation of a license with the State Liquor Control Commission, the Township Board shall serve the license holder, by first class mail, mailed not less than 10 days prior to the hearing with notice of a hearing, which notice shall contain the following:
 1. Notice of proposed action;
 2. Reasons for the proposed action;
 3. Date, time, and place of hearing; and
 4. A statement that the licensee may present evidence and testimony, may confront adverse witnesses, and may be represented by a licensed attorney.
- C. Such hearing may be conducted by the Board as a whole or by a hearing officer appointed by the Board for such purpose. If a hearing officer is appointed, it shall be that officer's duty to undertake such hearing and to hear and take evidence, including testimony of the Township or other government officials, employees, or agents, the licensee or of witnesses on his or her behalf or in opposition to such licensee. The licensee may, at his or her expense, employ a court reporter to transcribe the testimony. After such hearing and if the Township designates a hearing officer, the hearing officer shall, in writing, prepare his or her findings and a recommendation to the Board for the Board's review and decision. Following the hearing or upon receipt of a hearing officer's recommendation, the Township Board shall make a written resolution as to its findings and determination. If the Township Board objects to renewal or recommends revocation, it shall forward an adopted resolution to the State Liquor Control Commission, copying the license holder. In

addition to the adopted resolution, the Township shall forward the following documents to the State Liquor Control Commission in a timely fashion:

1. A copy of this Ordinance, including the date(s) of adoption, and when and how it was published;
2. A certified copy of the notice of hearing sent to the licensee;
3. Proof of service of the notice of hearing sent to the licensee; and
4. Any separate findings or determinations not included within the adopted resolution.

D. The Township Board may object to renewal or request revocation of a license upon a determination by it that any of the following exist:

1. Violation of any of the standards for licensure, or restrictions placed thereon, set forth in this Ordinance, or violation of any of the laws of the State of Michigan or of the United States, or any other ordinances of the Township;
2. Maintenance of a nuisance upon the premises as provided by state law, local ordinance, or common law;
3. Failure to comply with the requirements of the State Liquor Control Act or Administrative Rules of the Liquor Control Commission;
4. Failure to comply with any of the requirements of this Ordinance or any Township ordinance;
5. Failure to comply with any promise or representation made by applicant to the Board or with any condition, standard, plan, or agreement entered into or imposed upon the applicant as a basis for the approval, transfer or renewal;
6. Noncompliance with the plan of operation;
7. Refusal to respond to written warnings that revocation proceedings may be commenced unless the licensee or licensee's representative appears before the Township Board to show cause as to why revocation should not be initiated;
8. Excessive police contacts with licensed premises, or its patrons of the premises determined to be the fault of the licensee;
9. Repeated instances where the licensee is serving minors or intoxicated persons;

10. A material change in those conditions, statements, or representations contained in the written application by the licensee, upon which the Township Board based its approval, when that change is found to be contrary to the best interest of the township residents, in the judgment of the Township Board; or
 11. Discontinuance or termination of the sale of alcoholic beverages under the license at the premises for 12 consecutive months.
- E. The Township Board may, by resolution, request the State Liquor Control Commission to revoke a liquor license issued to a licensee sold, or furnished on at least three separate occasions in a single calendar year, to a person who is less than 21 years of age, provided said violations did not involve the use of falsified or fraudulent identification by the person who is less than 21 years of age.

SECTION 5: FEES.

The Township Board may from time to time, by resolution, set additional fees to be paid to Howell Township for administering this Ordinance, provided same shall not be in conflict with state law or rules and regulations adopted by the Michigan Liquor Control Commission.

SECTION 6: VALIDITY AND SEVERABILITY.

Should any portion of this Ordinance be found invalid for any reason, such holding shall not be construed as affecting the validity of the remaining portions of this Ordinance.

SECTION 7: EFFECTIVE DATE.

This Ordinance shall be effective immediately after publication as provided by law.

ROLL CALL VOTE:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED:

Mike Coddington, Howell Township Supervisor

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Howell Township Board at a duly scheduled and noticed meeting of that Township Board held on _____, 2021, pursuant to the required statutory procedures.
2. A summary of the above Ordinance was duly published in the _____ newspaper, a newspaper that circulates within Howell Township, on _____, 2021.
3. Within one week after such publication, I recorded the above Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the Township Board voting, and how each member voted.
4. I filed an attested copy of the above Ordinance with the Livingston County Clerk on _____, 2021.

ATTESTED:

Jean Graham, Howell Township Clerk

AGENDA ITEM

7E

**HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN
ORDINANCE REPEALING
BUSINESS ESTABLISHMENT LICENSING ORDINANCE NO. 241**

Ordinance No. _____

At a meeting of the Howell Township Board of Howell Township, Livingston County, Michigan, held at the Howell Township Hall on _____, 2021, at _____ p.m., Township Board Member _____ moved to adopt the following Ordinance, which motion was seconded by Board Member _____:

An Ordinance to repeal Howell Township Ordinance No. 241, entitled "Business Establishment Licensing Ordinance."

HOWELL TOWNSHIP, LIVINGSTON COUNTY, MICHIGAN ORDAINS:

SECTION 1: REPEAL OF ORDINANCE NO. 241. Ordinance No. 241, the Howell Township Business Establishment Licensing Ordinance, previously made effective by Howell Township on November 21, 2010 shall be and is hereby repealed in its entirety.

SECTION 2: EFFECTIVE DATE. This Ordinance shall take effect immediately after notice of its adoption is published in a local newspaper.

ROLL CALL VOTE:

YEAS: _____

NAYS: _____

ABSENT/ABSTAIN: _____

ORDINANCE DECLARED ADOPTED

Mike Coddington, Howell Township Supervisor

CERTIFICATION

I hereby certify that:

1. The above is a true copy of an Ordinance adopted by the Howell Township Board at a duly scheduled and noticed meeting of that Township Board held on _____, 2021, pursuant to the required statutory procedures.

2. A summary of the above Ordinance was duly published in the _____ newspaper, a newspaper that circulates within Howell Township, on _____, 2021.
3. Within 1 week after such publication, I recorded the above Ordinance in a book of ordinances kept by me for that purpose, including the date of passage of the ordinance, the names of the members of the Township Board voting, and how each member voted.
4. I filed an attested copy of the above Ordinance with the Livingston County Clerk on _____, 2021.

ATTESTED:

Jean Graham, Howell Township Clerk

**Howell Township Board
Schedule Business License Fee
Resolution No. 10.10.269**

At a regular meeting of the Township Board of Howell Township, Livingston County, Michigan, held at 3525 Byron Rd., Howell, Michigan 48855 on the 18th day of October, 2010 at 7:00 pm Eastern Daylight Savings Time.

Present: Coddington, Eaton, Hammond, Hubbel and Howard.

Absent: Phalen, Henry.

WHEREAS, to promote the general health, safety and welfare of the citizens by identifying BUSINESS ESTABLISHMENT locations and operations within the Township to enhance the efficient delivery of township services, including police, fire, water and wastewater; and

WHEREAS, to promote compliance with all planning, zoning, building, tax, and all related Township ordinances; and

WHEREAS, the Township has adopted the Business Establishment Licensing Ordinance pursuant to MCL 41.181; and

NOW, THEREFORE, BE IT RESOLVED the following fee schedule will apply to all commercial businesses within the Township on January 1st each and every year.

NEW APPLICATION	\$ 30.00
YEARLY RENEWAL	\$ 20.00
LATE FEE	\$ 5.00 per day for 30 days
TEMPORARY	\$ 30.00

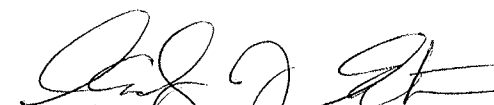
The foregoing resolution offered by Board Member Eaton and seconded by Board Member Hubbel.

Upon roll call vote, the following voted

Yes: Hammond, Coddington, Eaton and Hubbel.

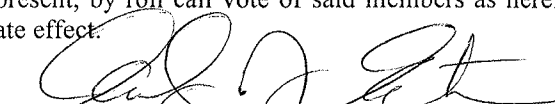
No: Howard

The Supervisor declared the resolution adopted.



Carolyn J. Eaton, Howell Township Clerk

I, Carolyn J. Eaton, the duly elected and acting Clerk of Howell Township, hereby certify that the foregoing resolution was adopted by the Township Board of said Township at the regular meeting of said Board held on October 18, 2010, at which meeting a quorum was present, by roll call vote of said members as hereinbefore set forth; that said resolution was ordered to take immediate effect.



Carolyn J. Eaton, Howell Township Clerk

AGENDA ITEM

7F

UNITED STATES DISTRICT COURT
EASTERN DISTRICT OF MICHIGAN
SOUTHERN DIVISION

OAKLAND TACTICAL SUPPLY LLC, et al.,

Plaintiffs,

Civil Action No. 18-CV-13443

vs.

HON. BERNARD A. FRIEDMAN

HOWELL TOWNSHIP,

Defendant.

**OPINION AND ORDER DENYING PLAINTIFFS' MOTION FOR
RECONSIDERATION AND FOR LEAVE TO FILE A THIRD AMENDED COMPLAINT**

This matter is presently before the Court on plaintiffs' motion for reconsideration and for leave to file a third amended complaint [docket entry 86]. Defendant has filed a response in opposition and plaintiffs have filed a reply. Pursuant to E.D. Mich. LR 7.1(h)2), the Court shall decide this motion without a hearing.

Plaintiffs seek reconsideration of the Court's order dismissing their second amended complaint. This Court's Local Rule 7.1(h)(3) requires plaintiffs seeking reconsideration to show a "palpable defect" in the Court's ruling and that "correcting the defect will result in a different disposition of the case." "A 'palpable defect' is a defect which is obvious, clear, unmistakable, manifest, or plain." *Mich. Dep't of Treasury v. Michalec*, 181 F. Supp. 2d 731, 734 (E.D. Mich. 2002). Plaintiffs' motion is also brought under Fed. R. Civ. P. 59(e). "A court may grant a Rule 59(e) motion to alter or amend if there is: (1) a clear error of law; (2) newly discovered evidence; (3) an intervening change in controlling law; or (4) a need to prevent manifest injustice." *Intera Corp. v. Henderson*, 428 F.3d 605, 620 (6th Cir. 2005).

Plaintiffs have not identified a palpable defect in the Court's order of dismissal. Nor

have they shown that the Court committed a clear error of law or that the dismissal should be vacated due to newly discovered evidence or an intervening change in the law or to prevent manifest injustice. Rather, plaintiffs mistakenly assert that the Court misunderstood their complaint, failed to draw all reasonable inferences in the light most favorable to them, and improperly required them to allege that they had exhausted their administrative remedies (or that doing so would have been futile).

Plaintiffs are incorrect. Regarding the first two points, the Court fully understood the complaint to allege that plaintiffs seek to build an outdoor 1,000-yard shooting range and that defendant would not allow the construction of such a facility. *See Op. & Order Granting Def.’s Mot. to Dismiss at 1-2*. But plaintiffs also alleged that defendant “effectively bann[ed] all firearms ranges within the township,” Second Am. Compl. ¶ 4, an allegation that could have raised Second Amendment concerns under the Seventh Circuit’s *Ezell* cases, and the Court found this allegation to be implausible in light of defendant’s zoning ordinances that allow for shooting ranges. *See Op. & Order at 7*. Regarding plaintiffs’ third point, the Court did not dismiss the complaint because plaintiffs failed to allege that they had exhausted their administrative remedies. The Court merely noted the implausibility of plaintiffs’ allegation that defendant would not allow the construction of the shooting range at issue given plaintiffs’ failure to allege that they had taken any steps to present defendant with a request (e.g., by seeking conditional rezoning or a special use permit) that was limited to the particular parcel leased by plaintiff Oakland Tactical LLC.

The Court dismissed the complaint in this matter because plaintiffs based their claim on the outlandish proposition that Howell Township violated their Second Amendment rights by denying the application submitted by Oakland Tactical LLC’s member, Mike Paige, to amend the

township zoning ordinance so as to allow for shooting ranges *throughout the AR district*. Had the township approved Paige’s application, the township would have been obligated to approve any application for a shooting range on any parcel within this district so long as “dimensional regulations” (e.g., setback requirements) were met. As the Court further noted, two-thirds of all Howell Township land (13,500 acres) is zoned AR. No provision of the Constitution, including the Second Amendment, requires government entities to grant an amendment to their zoning ordinances to permit any particular activity, whether it be to build cement factories, graze cattle, or construct long-distance shooting ranges. If a person wishes to construct a building or engage in an activity that is not permitted under existing zoning rules, there are procedures available under Michigan law whereby the owner (or lessee) may seek an exception for his piece of property. Until now, plaintiffs have never alleged that these procedures are unavailable to them. Manifestly, the procedure is not to ask the zoning authority to amend the zoning ordinance to permit the activity in question everywhere that has the same zoning designation as the applicant’s parcel.

In short, plaintiffs have shown no error in the Court’s dismissal of their complaint. Their motion for reconsideration of, or to alter or amend, that ruling is therefore denied.

As noted, plaintiffs also seek leave to file a third amended complaint (i.e., the fourth version of their complaint in this case). Regarding such post-judgment motions, the Sixth Circuit has stated:

Although Rule 15(a) “plainly embodies a liberal amendment policy,” *Morse*, 290 F.3d at 800, there is a “heavier burden” when requests to amend are made after an adverse judgment, *Leisure Caviar*, 616 F.3d at 616.

* * *

In addition to the *Foman* factors of undue delay, bad faith, dilatory

motive, undue prejudice, and the futility of the proposed amendment, post-judgment requests to amend require that the district court “also take into consideration the competing interest of protecting the finality of judgments and the expeditious termination of litigation.” *Morse*, 290 F.3d at 800 (internal quotation marks omitted). This latter inquiry includes asking whether the claimant has made a “compelling explanation” for failing to seek leave to amend prior to the entry of judgment. *Leisure Caviar*, 616 F.3d at 617; *Morse*, 290 F.3d at 800. It is intended to keep plaintiffs from using the district court “as a sounding board to discover holes in their arguments,” and from avoiding the narrow grounds for post-judgment relief under Rules 59 and 60. *Leisure Caviar*, 616 F.3d at 616.

Pond v. Haas, 674 F. App’x 466, 472-73 (6th Cir. 2016).

Plaintiffs indicate that their third amended complaint would clarify that they seek to construct and use a long-range outdoor facility. No such clarification is necessary, as the original complaint, the first amended complaint, and the second amended complaint clearly made this allegation.

Plaintiffs also indicate that their third amended complaint would

clarify . . . that the parties had reached an impasse and that no further avenues of relief were available or likely to be fruitful, as the Township had foreclosed them. The parties’ positions were final with respect to Plaintiff Oakland’s ability to obtain approval of any kind to build an outdoor shooting range on the Property, and Plaintiffs seek leave to amend the Complaint to clarify this further and that they are not seeking a broad zone change, but were instructed by the Township that seeking such a broad zone change was their only potential avenue for being allowed to construct an outdoor range on the Property.

Pls.’ Br. at 7-8. It appears that the relevant allegations in the proposed third amended complaint include the following:

38.Of the approximately 20,000 acres regulated by the Howell Township Zoning Ordinances, the only district providing for stand-alone recreational facilities (ones not connected to other permitted uses in the zone) is the Highway Service Commercial

District (“HSC District”) consisting of 7 parcels with a total area of less than 30 acres. Recreational facilities in the HSC District are only allowed under a special use permit that requires the use not to interfere with the permitted principle uses, and thus, it would have been futile to apply for a special use permit within such zone (even if sufficient land were available for the proposed CMP-promoted long-distance types of rifle practice and competitions, which it is not), as such a permit application would have been rejected.” [sic]

* * *

47. Howell Township zoning officials advised Oakland to apply for a text amendment to the Howell Township Zoning Ordinances as the only avenue available to allow shooting ranges in the AR Zoning District, stating that a conditional use permit, special permit, or a site-specific zone change was not available for a shooting range on Oakland’s Property; for this reason, applying for such permits or a site-specific zone change would have been futile.

* * *

56. Oakland’s managing member, Mr. Paige, was advised in meetings with Howell Township officials that the Zoning Ordinance as interpreted by the forecloses the use of the Property as an outdoor firearms training range. The Township explicitly advised Plaintiff Oakland that the only way to permit an outdoor shooting range on the Property would be to amend the Zoning Ordinance through a text amendment, which was not Oakland’s desired approach as it would affect many other areas in the Township and open up land in the area to competitors.

57. When considering whether to adopt the proposed text amendment, the Township Planning Commission was advised by Township personnel that it could take more time to consider making changes to the proposed text amendment, such as allowing outdoor firearms training ranges to be permitted by a conditional use permit, and the Commission rejected this opportunity by voting against taking additional time to consider zoning and permitting alternatives. The Township Planning Commission then voted to recommend to the Township to deny the text amendment. The Township accepted the recommendation of the Township Planning Commission and denied the text amendment. Based on the text of the Ordinance and its interpretation by the Township, any other action by Plaintiff Oakland to change the allowable uses of the Property to include an outdoor

firearms training range, including by seeking conditional rezoning of that parcel or by applying for a special use or conditional use permit, would have been futile.

The additional allegations plaintiffs would make in their proposed third amended complaint are not simple clarifications, but extensive, new assertions that are plainly a reaction to the Court's explanation for dismissing the second amended complaint. Plaintiffs offer no explanation as to why these facts were not pled earlier, to say nothing of the "compelling explanation" they are required to present "for failing to seek leave to amend prior to the entry of judgment." *Pond*, 674 F. App'x at 473. As noted above, such a showing is required in order "to keep plaintiffs from using the district court as a sounding board to discover holes in their arguments, and from avoiding the narrow grounds for post-judgment relief under Rules 59 and 60." *Id.* (citations and internal quotation marks omitted). Plaintiffs have plainly used the Court in this fashion to determine how to draft their proposed third amended complaint. Sixth Circuit precedent counsels against permitting the requested amendment under these circumstances.

The *Foman* factors do as well. As the Supreme Court noted in that case, leave to amend may be denied where there is "undue delay, bad faith or dilatory motive on the part of the movant, repeated failure to cure deficiencies by amendments previously allowed, [or] undue prejudice to the opposing party by virtue of allowance of the amendment" *Foman v. Davis*, 371 U.S. 178, 182 (1962). Undue delay, dilatoriness, and repeated failure to cure the pleading deficiency are plainly apparent in the present case. The township board denied Paige's text amendment application in November 2017. Plaintiffs waited a year before bringing suit in November 2018. They then filed amended complaints in June and July 2019, never alleging that alternatives to applying for a "text amendment" would be futile. The prejudice to defendant can also be presumed, given

its interest, and the public's interest, in "the finality of judgments and the expeditious termination of litigation." *Pond*, 674 F. App'x at 472 (quoting *Moore v. City of Paducah*, 790 F.2d 557, 559 (6th Cir. 1986)). Having considered the *Foman* factors, along with plaintiffs' failure to offer a "compelling explanation" for seeking leave to amend before judgment was entered against them, the Court concludes that the requested amendment should not be permitted.

For the reasons stated above,

IT IS ORDERED that plaintiffs' motion [docket entry 86] for reconsideration and for leave to file a third amended complaint is denied.

IT IS FURTHER ORDERED that defendant's motion [docket entry 87] for leave to respond to plaintiffs' motion for leave to amend is denied as moot.

Dated: February 9, 2021
Detroit, Michigan

s/Bernard A. Friedman
BERNARD A. FRIEDMAN
SENIOR UNITED STATES DISTRICT JUDGE

AGENDA ITEM

7G

HOWELL TOWNSHIP BOARD
RESOLUTION FOR THE SALE OF PROPERTY
Resolution No. 03.21.482

At a regular meeting of the Township Board, Howell Township, Livingston County, Michigan ("Township") held at 3525 Byron Road, Howell, Michigan, on the 15th day of March, 2021 at 6:30 p.m., Eastern Standard Time.

PRESENT:

ABSENT:

The following Resolution was offered by _____ and supported by _____

WHEREAS, the Township previously purchased certain real property (the "Property") Tax ID # 4706-32-400-013 which property was subject to a tax foreclosure proceeding; and

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

WHEREAS, the Township has received the attached Exhibit A, which is an offer to purchase the Property from a private buyer Linda & Ded Dedvukaj,

WHEREAS, the Township Board hereby determines that it is in the best interest of the public health, safety and general welfare of the citizenry of Howell Township to sell the Property to a private buyer in order to put the Property back on the tax rolls and to collect special assessments from the Property for water and sewer; and

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

ADDENDUM TO PURCHASE AGREEMENT

THIS Addendum is made part of and incorporated into the Purchase Agreement for real estate dated 02/09/2021 (the "Purchase Agreement") by and between HOWELL TOWNSHIP, Linda & Ded Dedvukaj, ("Purchaser") for real estate situated in the Howell Township, Livingston County, Michigan at Commonly known as and identified as a part of Tax ID # 4706-32-400-013 ("the Property")

1. Purchaser will provide an insurance rider.

NOW, THEREFORE, THE TOWNSHIP BOARD OF HOWELL TOWNSHIP RESOLVES:

1. The Property is not needed for any public purpose.
2. The Township Board hereby approves the offer to sell the approximately 95.32 acres, which offer is attached hereto as Exhibit A.
3. The Supervisor, Treasurer or Clerk are authorized to sign the attached offer on behalf of the Township.
5. All prior Resolutions inconsistent with this Resolution are rescinded.

ADOPTED (ROLL CALL VOTE):

YEAS:

NAYS:

RESOLUTION DECLARED

STATE OF MICHIGAN)
)
COUNTY OF LIVINGSTON)

I, the undersigned, the duly qualified and acting clerk for Howell Township, Livingston County, Michigan, DO HEREBY CERTIFY that the foregoing is a true and complete copy of certain proceedings taken by the Township Board of said Township at a meeting held on the 15th day of March 2021.

Jean Graham, Township Clerk
Howell Township

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT ("Agreement") is made 2/9, 2021, by and between Ded Dedvukaj and Linda Dedvukaj, of 29350 Woodward Avenue, Royal Oak, Michigan 48073 on behalf of a limited liability company to be named later, ("Purchaser") and Howell Township, a Michigan municipal corporation, having an address of 3525 Byron Rd., Howell, MI 48855 ("Seller") as follows:

BACKGROUND

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

AGREEMENT

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

1. Property. Seller agrees to sell and Purchaser agrees to purchase certain real property located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. 4706-32-400-013, legally described on Exhibit "A" (the "Land"), as may be amended in writing as agreed to by the Parties following a survey or title commitment, and which is illustrated on Exhibit B. The Land including all rights of Seller in and to the mineral, oil, and gas rights; fixtures; appurtenances; structures; improvements; and appurtenant personal property associated therewith, including the following: (a) all buildings and other improvements located thereon and all fixtures, licenses, permits, if any, located thereon or used in connection therewith, (b) all rights of Seller in and to all air, oil, gas, mineral and riparian rights, and all tenements, hereditaments, privileges and appurtenances belonging or in any way appertaining thereto, (c) capacity for seventy five (75) water Residential Equivalent Units (REU), and (d) capacity for five hundred sixty-nine (569) sanitary sewer Residential Equivalent Units (REU), which are all referred to collectively as the "Property," acquired by Seller in a tax foreclosure sale.

Purchaser acknowledges that the Property contains a pump station with associated appurtenances and easements and that Seller retains full right and title to the pump station, appurtenances, and easements, which are not included within the Property.

2. Purchase Price.

A. The Purchase Price shall be Six Hundred Seventy-Five Thousand and 00/100 Dollars (\$675,000.00), paid in cash in United States currency or its equivalent at closing.

B. Purchaser will donate back to Howell Township via a Limited Warranty or Special Warranty Deed a portion of the northwest corner of the Property, approximately 25 acres in size as determined by final engineering or survey for a possible future park (the "Park").

3. Deposit. Within ten (10) days of the date of this Agreement, Purchaser shall deliver a good faith deposit in the amount of Ten Thousand and 00/100 Dollars (\$10,000.00) to Bell Title Insurance Company ("Title Agent"), 2339 Jolly Road, Okemos, Michigan 48864, to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise

be provided in this Agreement. An earnest money or escrow agreement consistent with this Agreement, to the extent required by Title Agent, shall be completed by both parties to effectuate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of Closing shall be pro-rated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted.

5. Inspection Period. Purchaser shall have one hundred eighty (180) days following the execution date noted in this Agreement ("Inspection Period") to conduct its due diligence. If Purchaser is not satisfied, in its discretion, that it is has been or likely will be satisfied with the conditions required of this Agreement, Purchaser may terminate this Agreement by providing written notice to Seller, and upon such termination, Purchaser's good faith deposit shall be returned. Upon commencement of the Inspection Period and throughout the term of this Agreement, Purchaser and its agents shall have the right to enter upon the Property to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate and for the collecting of all information necessary thereto (except to the extent that any right to exercise Purchaser's termination ends as of the expiration of the Inspection Period). The Examinations are to be made at Purchaser's expense and Purchaser shall be liable for any damage (ordinary wear and tear excepted) caused to the Property during said Examinations. Further, Purchaser agrees to indemnify and hold harmless Seller from and against any damages or claims for injuries to any persons or to the Property that arise as a direct result of such Examinations, except to the extent such damages or claims are caused by or arise from preexisting conditions or Seller's, or its officers', directors', members', managers', principals', employees' or agents', negligence or intentional misconduct, which indemnity shall survive the Closing or any earlier termination of this Agreement. Purchaser shall provide Seller with evidence of insurance coverage, from Purchaser or any of its consultants entering the Property pursuant to this Section. If Purchaser terminates during the Inspection Period, Purchaser shall provide to Seller all reports and information obtained regarding the Property.

Purchaser shall have the right to extend the Inspection Period up to an additional ninety (90) days (an Extension Period) to obtain development approvals for the development of the property for a single family and multi-family mixed residential development. Purchaser shall exercise said right to extend by informing Seller of such intent in writing before the expiration of the Inspection Period and depositing an Extension Deposit of Ten Thousand and 00/100 Dollars (\$10,000.00) with Agent. The Deposit and Extension Deposit shall both be non-refundable to Purchaser upon exercise of the Extension Period, except in the case of Seller Default.

6. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than December 15, 2021 or thirty (30) days following the date of the end of the Inspection Period or Extension Period, as applicable, whichever occurs first. Seller and Purchaser agree to use Title Agent as escrow agent and closing agent.

7. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser a Limited Warranty or Special Warranty Deed conveying to Purchaser only such title to the Property

as is held by Seller through a tax foreclosure sale, executed and acknowledged by Seller in recordable form.

8. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price in the form of wire transfer or certified funds in U.S. currency, and execute a signed Closing Statement, transfer tax declarations and state and local law reports and forms, evidence satisfactory to establish Purchaser's authority to purchase the Property and other documents as are necessary and appropriate for the consummation of this transaction by Purchaser.

Purchaser shall deliver a Limited Warranty Deed or Special Warranty to the Park property and any other documents as are necessary and appropriate for the consummation of that transaction.

9. Closing Costs. Seller and Purchaser shall divide the costs of Closing as follows:

A) Seller shall pay (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy (iii) any Seller Closing fee charged by the title company in connection with this transaction, and (iv) cost for preparation of Deeds;

B) Purchaser shall pay (i) any Purchaser Closing fee charged by the title company in connection with this transaction, (ii) any fee for any broker used by Purchaser, (iii) any fee for any real estate agent or other agent used by Purchaser, (iv) any recording fees, and (v) any and all other regular and customary costs and expenses related to the Property shall also be paid by Purchaser on the date of Closing.

10. Title. Seller shall order a commitment for an owner's policy of title insurance (the "Title Policy"), at its own expense, within fourteen (14) days of the date of this Agreement. Upon receipt of the commitment, Seller shall promptly provide a copy to Purchaser. Purchaser shall have thirty (30) days to provide Seller with written notice of any objections. Seller will then have thirty (30) days after receiving written notice to remedy the claimed defect. Seller shall have no obligation to cure any alleged defects or objections to title to the Property. If Seller is unable or unwilling to remedy the defect(s) within thirty (30) days, Purchaser shall have the option of either (i) closing the transaction (waiving any defect(s) and the Parties shall continue to perform their obligations; or (ii) terminating this Agreement by written notice to Seller.

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

12. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Property as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If Purchaser is not satisfied with the Property as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not

thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.

13. Representations of Seller. Seller hereby represents to Purchaser that to the best of Seller's knowledge, which representations and warranties shall survive Closing, as of the date hereof and on the date of Closing, but without additional investigation by Seller:

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

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

C. Seller will convey the Property to Purchaser pursuant to the Limited Warranty or Special Warranty Deed.

D. There is no litigation, proceeding or investigation pending or, to and to Seller's officials' knowledge, threatened against or involving Seller or the Property, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Property, either before or after Closing.

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

F. Except as set forth in any reports obtained or provided and to Seller's officials' direct and actual knowledge, the Property and Seller are in full compliance with all requirements of federal, state and local environmental, health or safety laws, regulations and administrative or judicial decrees, as amended (the "Environmental Laws"), limited only to within the time-frame from when the Seller acquired the interest being conveyed and the closing of the Property to the Purchaser.

G. Purchaser shall have the right to the water and sanitary sewer Residential Equivalent Unit capacity described in Paragraph 1 and a part of the Property at no additional cost from Seller other than assuming full responsibility of and paying all payments of the outstanding special assessment as defined in paragraph 18, below. Purchaser may use, transfer for its own use to another real property, or sell to another party said water and sanitary sewer Residential Equivalent Unit capacity only as permitted under a Township established regulation or policy, subject to any charges, at the time of use, transfer, or sale as determined by Seller. Purchaser acknowledges that the Township is under no obligation to establish such regulation or policy, nor does Purchaser have any property rights in the transfer or sale of such water and sanitary Residential Equivalent Units unless the Township so desires to recognize such interest in a Township established regulation or policy.

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

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

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

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

C. Purchaser acknowledges that the Property was obtained by Seller through foreclosure sale and may dictate that title is transferred with a covenant or special warranty deed recognizing the same.

15. Default and Remedies.

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

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

C. Notice of Default. In the event either party declares the other to be in default, such declaration shall be in writing, with an outline of the actions required to cure such default. The recipient of such notice of default shall have 14 days to cure the alleged default from the date of delivery as provided for hereinafter, unless another time is agreed to by the parties in writing.

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

17. Farm Land and Available Splits. The Property may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The right to make divisions stays with the portion of the parent tract retained by the Seller; if all of the parent tract is conveyed, then all division rights are granted.

18. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Property that will come due for payment in the future and that are in

the principal amount of \$741,992.00, exclusive of interest. Purchaser agrees to pay said Special Assessments in full at the time of closing..

19. Park Property. Seller and Purchaser shall use best efforts and negotiate in good faith to determine the final size, shape, and scope of the Park via final engineering or survey during the Inspection Period.

20. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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

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

D. Notice. All notices which are required or desired to be given hereunder shall be in writing and shall be deemed given: (i) upon the day of personal delivery or refusal to accept personal delivery, or (ii) upon acknowledged receipt of a telefax or electronic mail, or (iii) one business day after deposit with a nationally recognized overnight courier service marked for overnight delivery, or (iv) five business days after deposit in a United States Postal receptacle if sent certified mail, return receipt requested. Any of the foregoing methods may be used to give such notice. Notices shall be deemed given if sent to the following addresses:

To Seller:

Howell Township
Attention: Jean Graham, Clerk
3525 Byron Rd
Howell, MI 48855

With a copy to:

Fahey Schultz Burzych Rhodes PLC
Attn: Christopher S. Patterson
4151 Okemos Road
Okemos, MI 48864
Phone: 517-381-0100

To Purchaser:

Linda Dedvukaj
Ded Dedvukaj
29350 Woodward Avenue
Royal Oak, Michigan 48073
Phone: 248/703-4653
Email: brucemich@gmail.com

With a copy to:

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

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

G. Agricultural Lease of the Land. Seller is informing Purchaser that this Property may be subject to a lease, which includes the use for agricultural purposes. If it is, a copy of the lease is attached to this agreement in Exhibit C. The lessee of the Land is not a third-beneficiary of this Agreement and has no right to bring any claim under the terms of this Agreement. The lessee may have planted a crop on the Land. The Closing Date will be scheduled no sooner than after the existing crop has been harvested, or if the Closing Date is prior to the harvest, the Purchaser must pay any damages or costs of Seller to compensate the lessee for any lost crop due to the sale of the Property through a credit to the Seller and debit to the Purchaser at the Closing for approximately \$ _____. The actual compensation will be determined at Closing but cannot increase by more than 10% than the stated amount provided in this Paragraph. Purchaser further agrees to assume all obligations of the Seller under the terms and conditions of said lease and will honor the lessee's rights, which is limited to the end of the calendar year in which this property and transaction does close and disburse.

H. Water and Sewer User Fees. Purchaser acknowledges it will pay all connection, meter, and other fees and costs to obtain water and sewer service. Purchaser acknowledges that it will be responsible for the payment of sewer and water costs for the use of water and sewer for each unit to be developed on the Property, which shall be paid by Purchaser in full as fees and costs come due. Purchaser unconditionally guarantees to Seller the current and timely payment of any fees, costs, or special assessments as such come due, which shall survive closing.

I. Seller agrees to act in good faith to execute any documents reasonably requested by Purchaser for any approvals or consents in Seller's role as an owner of real estate, but this provision shall have no effect on any request for decision, determinations, approvals, consent, governmental reviews, permits, or other governmental actions—whether an exercise of administrative or legislative authority—of any board, commission, committee, or public body of the Seller.

SIGNATURES ON FOLLOWING PAGE

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

SELLER: HOWELL TOWNSHIP

By: *Mike Collyer*

Its: Supervisor

PURCHASER: Ded Dedvukaj

By: *Ded Dedvukaj*

Purchaser: Linda Dedvukaj

By: *Linda Dedvukaj*

EXHIBIT A

Legal Description of Land:

A parcel of land situated in Howell Township, Livingston County, Michigan containing approximately 95 acres, legally described as follows:

SEC 32 T3N R4E COMM AT SE 1/4 COR SEC 32 TH S 89° 55' 08" W 903.41 FT FOR
POB TH S 89° 55' 06" W 769.27 FT TH N 00° 05' 59" E 1133.64 FT TH S 89° 55' 08" W
980.63 FT TH N 00° 04' 04" E 1155.25 FT TH S 89° 59' 30" E 2649.93 FT TH S 00° E
1374.40 FT TH S 03° 58' 40" E 10.20 FT TH S 89° 55' 08" W 904.12 FT TH S 00° E 900.16
FT TO POB

EXHIBIT B
PARCEL MAP ILLUSTRATION OF THE LAND



EXHIBIT C
Existing Lease Agreement on Property

Disclosure Regarding Real Estate Agency Relationships

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

- (1) An agent providing services under any service provision agreement owes, at a minimum, the following *duties* to the client:
 - (a) The exercise of reasonable care and skill in representing the client and carrying out the responsibilities of the agency relationship.
 - (b) The performance of the terms of the service provision agreement.
 - (c) Loyalty to the interest of the client.
 - (d) Compliance with the laws, rules, and regulations of this state and any applicable federal statutes or regulations.
 - (e) Referral of the client to other licensed professionals for expert advice related to material matters that are not within the expertise of the licensed agent.
 - (f) An accounting in a timely manner of all money and property received by the agent in which the client has or may have an interest.
 - (g) Confidentiality of all information obtained within the course of the agency relationship, unless disclosed with the client's permission or as provided by law, including the duty not to disclose confidential information to any licensee who is not an agent of the client.

- (2) A real estate broker or real estate salesperson acting pursuant to a service provision agreement shall provide the following *services* to his or her client:
 - (a) When the real estate broker or real estate salesperson is representing a seller or lessor, the marketing of the client's property in the manner agreed upon in the service provision agreement.
 - (b) Acceptance of delivery and presentation of offers and counteroffers to buy, sell, or lease the client's property or the property the client seeks to purchase or lease.
 - (c) Assistance in developing, communicating, negotiating, and presenting offers, counteroffers, and related documents or notices until a purchase or lease agreement is executed by all parties and all contingencies are satisfied or waived.
 - (d) After execution of a purchase agreement by all parties, assistance as necessary to complete the transaction under the terms specified in the purchase agreement.
 - (e) For a broker or associate broker who is involved at the closing of a real estate or business opportunity transaction, furnishing, or causing to be furnished, to the buyer and seller, a complete and detailed closing statement signed by the broker or associate broker showing each party all receipts and disbursements affecting that party.

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

SELLER'S AGENTS

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

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

Phone:

Fax:

BUYER'S AGENTS

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

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

DUAL AGENTS

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

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

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

TRANSACTION COORDINATOR

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

DESIGNATED AGENCY

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

LICENSEE DISCLOSURE (Check one)

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

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

AFFILIATED LICENSEE DISCLOSURE (Check one)

Check here if acting as a designated agent. Only the licensee's broker and a named supervisor broker have the same agency relationship as the licensee named below. If the other party in a transaction is represented by an affiliated licensee, then the licensee's broker and all named supervisory brokers shall be considered disclosed consensual dual agents.

Check here if not acting as a designated agent. All affiliated licensees have the same agency relationship as the licensee named below.

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

[Signature]
Licensee

2/9/2021
Date

Licensee

Date

ACKNOWLEDGMENT

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

X [Signature]
Potential Buyer Seller (check one)

2-9-2021
Date

[Signature]
Potential Buyer Seller (check one)

Date

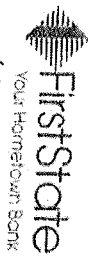
Disclaimer This form is provided as a service of the Michigan Association of REALTORS®. Please review both the form and details of the particular transaction to ensure that each section is appropriate for the transaction. The Michigan Association of REALTORS® is not responsible for use or misuse of the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

DED DEDVIKAJ 11-18
LINDA DEDVIKAJ
2970 PHEASANT RING CT
ROCHESTER HILLS, MI 48309

2-9-2001 Date

1025
74-1016/724
10
CHECKS ARE MADE

Pay to the Order of Behl Title Insurance Co \$10,000.00
Ten thousand 00/100 Dollars



For 4706-32-400-013

⑆072410165⑆ ⑆103042505⑆ 1025

Linda Dedvikaj

REC-43

AGENDA ITEM

9A

HOWELL TOWNSHIP

ADDENDUM TO TOWNSHIP BOARD RULES OF PROCEDURE

TEMPORARY OPEN MEETINGS ACT PROCEDURES

This Addendum is effective from March 15, 2021, until repealed or amended by the Township Board.

PURPOSE

This Addendum is intended to satisfy the Township Board's obligation to have rules of procedure in place to permit remote or electronic meetings by public bodies during the period of time that the Township has a Resolution in place declaring a Local State of Emergency.

A. Regular, Special, Joint and Executive Meetings

1. Regular Meetings

In the event of a natural or man-made *force majeure* the Township Supervisor may cancel or postpone a scheduled regular meeting.

In accordance with the Resolution Declaring a Local State of Emergency adopted by the Township Board on March 15, 2021, the Township Board and other public bodies may meet and conduct any of its meetings, in whole or in part, by electronic means using telephonic conferencing or video conferencing until August 31, 2021.

In addition, in accordance with the Open Meetings Act, any Township Board member who is absent because of active military duty or because of a medical condition shall be permitted to participate in any meeting using telephonic conferencing or video conferencing technology. The term "medical condition" means an illness, injury, disability, or other health-related condition, including the quarantine or isolation of a Township Board member to minimize the spread of a contagious disease.

1.1 Electronic Meetings

An electronically-held meeting of the Township Board will be conducted in a manner that permits two-way communication so that members of the Board and other public bodies can hear and be heard by one another, and so that public participants can hear members of the Township Board and be heard by both the Board and other public participants during the audience comment period. The Township may use technology to facilitate typed audience comments submitted by members of the public participating in the electronically-held meeting that shall be read to or shared with members of the Township Board and other participants.

As permitted by the OMA, a physical place is not required for an electronically-held meeting. Members of the Township Board and members of the public participating electronically in a meeting that occurs in a physical place (e.g., Township Hall) are considered present and in attendance at the meeting for all purposes. For a meeting at which Township Board members are physically absent due to military duty or a medical condition and are being accommodated by remote participation, all other Township Board must be physically present at the meeting to be able to participate.

In addition to any other notice required by the OMA, advance notice of an electronically-held meeting shall be posted on a portion of the Township's website that is fully accessible to the public. The public notice must be included on either the Township's home page or a separate webpage dedicated to public notices for non-regularly scheduled or electronically-held public meetings that is accessible through a prominent and conspicuous link on the Township's website home page and that clearly describes its purpose for public notification of non-regularly scheduled or electronically-held public meetings.

Any scheduled meeting of the Township Board may be held as an electronic meeting as permitted by the OMA if a notice consistent with this rule is posted at least 18 hours before the meeting begins. Any notice of the meeting of the Township Board held electronically must clearly contain all of the following:

- (a) Why the Township Board is meeting electronically;
- (b) How members of the public may participate in the meeting electronically (if a telephone number, internet address or both are required to participate, that information must be provided in the notice);
- (c) How members of the public may contact members of the Township Board to provide input or ask questions on any business that will come before the Board at the meeting; and
- (d) How persons with disabilities may participate in the meeting.

If an agenda exists for an electronically-held meeting of the Township Board, the Township shall, on a portion of its website that is fully accessible to the public, make the agenda of the meeting available to the public at least two (2) hours before the meeting begins. This publication of the meeting agenda does not prohibit subsequent amendment of the agenda at the meeting.

1.2 Member Attendance by Phone/Video.

A member of the Township Board who anticipates his or her absence from a Board meeting due to the circumstances set forth in the OMA and these rules may request accommodation of such absence to permit OMA remote

participation in and voting on Board business by two-way telephonic or video conferencing communication. A Township Board member who desires to attend a meeting by telephonic or video conferencing shall inform the Township Supervisor, or the designee of the Township Supervisor, at least 24 hours before the meeting so as to permit any necessary technology to be put in place to accommodate participation of the absent member.

Township Board members attending a meeting by telephonic or video conferencing may fully participate in the meeting, including voting and attendance in any closed session of the Township Board. A Board member participating by telephonic or video conferencing is not permitted to chair the meeting unless all Board members are participating by telephonic or video conferencing.

Any member of the Township Board attending a meeting remotely must publicly announce at the outset of the meeting (which shall be included in meeting minutes) that the member is in fact attending the meeting remotely. If the member is attending the meeting remotely for a purpose other than for military duty, the member's announcement must identify the member's physical location by stating the city, township, village, or county and the state from which he or she is attending the meeting remotely.

2. Special Meetings

The rules for electronic meetings and/or remote attendance at regular meetings apply to special meetings. Members of the general public otherwise participating in an electronically-held meeting of the Township Board are excluded from participation in a closed session of the Township Board that is held electronically provided that the closed session is convened and held in compliance with the requirements of the Open Meetings Act applicable to closed sessions.

3. Joint Meetings

The rules for electronic meetings and/or remote attendance at regular meetings apply to special meetings.

4. Executive Session

The rules for electronic meetings and/or remote attendance at regular meetings apply to special meetings.

B. Conduct of Meeting

1. Agenda Preparation

The order of business for all meetings of the Township Board conducted electronically may be altered as determined to be appropriate by the Supervisor at the time the agenda is set.

C. Discussion and Voting

1. Roll Call

For any meeting held electronically, or where any member is participating by telephone conferencing or video conferencing, all votes taken (except for a vote to adjourn) shall be roll call votes.

D. Citizen Participation

1. General

During Township Board meetings conducted electronically, members of the public attending the meeting, once recognized by the chair, shall identify themselves for the record and indicate whether they are a Township resident. Comments by the public will be limited in the same manner as provided for audience comment for non-electronic meetings to three minutes for each speaker unless the time is extended by the chair or by vote of the Board. Comments by the public during meetings held electronically will be limited to the Audience Comment portion of the meeting.

APPLICABILITY TO ALL OTHER PUBLIC BODIES OF THE TOWNSHIP SUBJECT TO THE OMA

These rules shall also apply to meetings of public bodies of the Township conducted under the OMA by all Township boards, commission, and committees subject to the OMA.

RESOLUTION NO. _____

**HOWELL TOWNSHIP
LIVINGSTON COUNTY, MICHIGAN**

**RESOLUTION DECLARING A LOCAL STATE OF EMERGENCY TO PROTECT
THE PUBLIC PEACE, HEALTH, SAFETY AND GENERAL WELFARE (COVID-19)**

Minutes of a regular meeting of the Township Board of Howell Township, County of Livingston, Michigan, by Zoom meeting on the 15th day of March, 2021 at 6:30 p.m.

PRESENT: _____

ABSENT: _____

The following Preamble and Resolution were offered by Board Member _____ and supported by Board Member _____.

PREAMBLE:

A. As recently as March 2, 2021 the Director of the Michigan Department of Health and Human Services (MDHHS) made the following findings:

"The novel coronavirus (COVID-19) is a respiratory disease that can result in serious illness or death. It is caused by a new strain of coronavirus not previously identified in humans and easily spread from person to person. COVID-19 spreads through close human contact, even from individuals who may be asymptomatic.

On March 10, 2020, MDHHS identified the first two presumptive-positive cases of COVID-19 in Michigan. As of March 1, 2021, Michigan had seen 589,150 confirmed cases and 15,534 confirmed deaths attributable to COVID-19. Michigan was one of the states most heavily impacted by COVID-19 early in the pandemic, with new cases peaking at nearly 2,000 per day in late March. Strict preventative measures and the cooperation of Michiganders drove daily case numbers dramatically down to fewer than 200 confirmed cases per day in mid-June, greatly reducing the loss of life. Beginning in October, Michigan again experienced an exponential growth in cases. New cases peaked at nearly 10,000 cases per day in mid-November, followed by increases in COVID-19 hospitalizations and deaths.

On November 15, 2020, MDHHS issued an order enacting protections to slow the high and rapidly increasing rate of spread of COVID-19. Cases, hospitalizations, and deaths remained high through early December, threatening hospital and public health capacity. On December 7, 2020, December 18, 2020, and January 13, 2021, MDHHS issued orders sustaining those protections. These orders played a crucial role in slowing the spread in Michigan and have brought new cases down to about 1,500 per day. These lower rates prevented Michigan's healthcare system from being overwhelmed with a holiday surge.

As of February 27, the State of Michigan had a seven-day average of 91.2 cases per million people, nearly 88% lower than the case rate in mid-November. While that case rate is similar to the rate in early October, it has plateaued over the past week and remains three times the rate of the summer low point.

Test positivity was 3.7% as of February 27, and has started to plateau as well. While metrics have decreased from all-time highs, further progress has tapered off and there is growing concern of another spike with the presence of more infectious variants in Michigan and the United States as a whole.

Even where COVID-19 does not result in death, and where Michigan's emergency and hospital systems are not heavily burdened, the disease can cause great harm. Recent estimates suggest that one in ten persons who suffer from COVID-19 will experience long-term symptoms, referred to as "long COVID." These symptoms, including fatigue, shortness of breath, joint

Pain, depression, and headache, can be disabling. They can last for months, and in some cases, arise unexpectedly in patients with few or no symptoms of COVID-19 at the time of diagnosis. COVID-19 has also been shown to damage the heart and kidneys. Furthermore, minority groups in Michigan have experienced a higher proportion of "long COVID."

The best way to prevent these complications is to prevent transmission of COVID-19. Since December 11, 2020, the Food and Drug Administration has granted emergency use authorization to three vaccines to prevent COVID-19, providing a path to end the pandemic. Michigan is now partaking in the largest mass vaccination effort in modern history and is presently working toward vaccinating at least 70% of Michigan residents 16 years of age and older as quickly as possible.

New and unexpected challenges continue to arise: in early December 2020, a variant of COVID-19 known as B.1.1.7 was detected in the United Kingdom. This variant is roughly 50 to 70 percent more infectious than the more common strain. On January 16, 2021, this variant was detected in Michigan. It is anticipated that the variant, if it becomes widespread in the state, will significantly increase the rate of new cases. Currently, Michigan is second in the nation with respect to the number of B.1.1.7 variants detected. To date, there are over 400 cases, and this is one fifth of all cases identified in the United States. CDC modeling predicts B.1.1.7 could become the predominant variant by the end of March. At present, however, it appears that cases have plateaued."

B. COVID-19, and the possible exposure to persons afflicted with it, constitute a clear and present danger to the health, safety, and welfare of Township personnel and persons doing business with or residing in the Township. Federal, state, and county orders, directives, guidelines, and recommendations, including from the Michigan Department of Health and Human Services (MDHHS) and the Centers for Disease Control (CDC), have been issued in an effort to control the COVID-19 Coronavirus pandemic declared by the World Health Organization (WHO).

C. These federal, state, and county orders, directives, guidelines, and recommendations include closing business establishments; cancelling, postponing, and limiting

the numbers at gatherings of people; postponing or limiting the number of persons required to physically attend public meetings; and calling for appropriate steps to be taken by local governments in an effort to control the spread of COVID-19.

D. In accordance with the Emergency Management Act, Public Act 390 of 1976, the Township's Emergency Operations Plan, and pursuant to federal, state, and county orders, directives, guidelines, and recommendations, including but not limited to the Order of the State Department of Health and Human Services, the Township's Emergency Services Coordinator, Supervisor and Township Board have determined to declare a Local State of Emergency due to COVID-19 and authorize the Emergency Services Coordinator and/or the Supervisor, in conjunction with Township Staff, to act in accordance with the Township's Emergency Operations Plan, to ensure that indoor gatherings are conducted safely and in accordance with applicable federal, state, and county orders, directives, guidelines, and recommendations relating to COVID-19.

E. The Township Board has further determined that certain additional emergency measures and actions should be taken or authorized, as determined to be necessary by the Emergency Services Coordinator and/or the Supervisor in accordance with the Howell Township Emergency Operations Plan, this Resolution, and the March 2, 2021 Order of the Michigan Department of Health and Human Services.

NOW THEREFORE, IT IS HEREBY RESOLVED AND DECLARED by the Emergency Services Coordinator, the Township Supervisor and Township Board of Howell Township, Livingston County, Michigan, that there is a Local State of Emergency in the Township due to COVID-19, on the basis of the federal, state, and county orders, directives, guidelines, and recommendations, including but not limited to the Order of the State Department of Health and Human Services; that, in accordance with the Emergency Management Act, Public Act 390 of 1976, the Township's Emergency Operations Plan and those federal, state, and county orders, directives, guidelines, and recommendations, the Township's Emergency Operations Plan be implemented to ensure that local resources are to be used as needed and to the fullest extent possible.

IT IS FURTHER DECLARED THAT:

1. The Township Board authorizes the Township Supervisor to take appropriate measures, in his discretion, to respond to or protect Township citizens, businesses, and personnel from the declared State of Emergency by adopting and enforcing all appropriate measures, including but not limited to:
 - a. Taking actions necessary to comply with federal, state, and county orders and directives that are binding on the Township.
 - b. Limiting, cancelling, or postponing Township meetings and functions to those required by law.
 - c. Cancelling, postponing, or establishing emergency rules for any public meeting of a Township board, commission, or committee, and providing public notice and conducting Township board, commission, and committee meetings electronically with remote attendance.

2. This Declaration shall remain in effect until the earlier of August 31, 2021 or a Township Board determination that the Local State of Emergency no longer exists and terminates this Declaration.

3. to the extent the Resolution Declaring Coronavirus Local State of Emergency, Resolution No. ____ adopted by the Township Board on March 15, 2020 remains in effect, this Declaration terminates and supersedes said former Declaration.

AYES:
NAYES:
ABSENT:
ABSTENTIONS:

The Resolution was declared adopted.

BY ORDER OF THE TOWNSHIP BOARD:

Mike Coddington, Supervisor

Jean Graham, Clerk

CERTIFICATE

The undersigned, being the duly qualified and acting Clerk of the Township of Howell Township, Livingston County, Michigan, hereby certifies that the foregoing Resolution is a true and correct copy of a Resolution adopted by the Township Board at a Regular Meeting held on March 15, 2021.

Jean Graham
Howell Township Clerk

AGENDA ITEM

9B

Broadband Internet
March 2021

I continue to receive complaints regarding the lack of broadband internet south of I-96 in the Township.

Attended several meetings this month including two with Dan Manning with Connect Michigan and the Supervisors of Cohoctah and Conway Townships. The State and Federal Government seem to awaking to how much of an issue this is for rural communities. I am unsure how fast any program will be rolled out to help communities like ours. Dan did set up a meeting with the Michigan based fixed wireless internet provider InvisiLink. This may be a good option if there are tall structures in the area on which their gear can be mounted. These radio wave based products work within line of sight, so the taller the structure the better. There are some new technologies available that are able to pass through heavily wooded areas, which would be beneficial considering that the area in question has a lot of trees. Another option is the new company Starlink. This is a satellite based internet provider, but with faster speeds and no data limit. I was told that it will be in our area later this year and people are able to sign up for it now.

I have also been told that the County is looking into conducting a survey of broadband availability. If completed this survey would be very helpful in looking at the entire picture and possible paths forward.

Respectfully submitted,
Jonathan Hohenstein

Township Road Projects 2021

Burkhart Road: The southern section of Burkhart Road from the I-96 interchange to Mason Road is in rough shape. The estimate to top coat this is \$335,000, and corresponds with LCRC adding a right turn lane at the I-96 intersection. Matching funds from LCRC are available for this project. **The Board approved this project at the February Meeting.**

Burkhart Road North: The enclosed estimates are for the sections of Burkhart Road from the railroad tracks to Grand River Ave., and from Grand River Ave., to Crandall Road. These projects are available for matching funds from LCRC, if available.

Gravel Roads: LCRC Supervisor Dub Toddy has submitted a list of gravel roads that could use some work. The list includes Armond, Barron, Allen, and Crandall. They range from \$61,000 to \$117,000. Matching funds are not available for these roads.

Chloride: The enclosed quote for chloride is from Chloride Solutions. The quote is the same as last year.

Respectfully submitted,
Jonathan Hohenstein

Livingston County Road Commission

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

February 24, 2021

Mr. Jonathan Hohenstein
Howell Township
3525 Byron Road
Howell, MI 48855

Re: Burkhart Road rehabilitation estimates

Dear Mr. Hohenstein,

The following is an estimate for the rehabilitation of Burkhart Road, per your request:

Burkhart Rd – N. of Railroad crossing to Grand River Avenue

The proposed rehabilitation would be to mill out the top layer of the existing pavement and pave back approximately 2.5" of Hot Mix Asphalt. The total project is approximately 0.47 miles long. The estimated cost for this work is **\$180,000**.

Burkhart Rd – Grand River Avenue to Crandall Road

The proposed preservation project would include a chip seal and fog seal over the existing roadway. This process would prevent and /or slow down water infiltration, cracking, and oxidation of the pavement surface. The total project is approximately 3.26 miles long. The estimated cost for this work is **\$150,000**.

The above estimates are based on visual inspection. Staff recommends pavement cores be performed in order to determine the existing conditions and determine the proposed section. The above price is based on estimated contract prices for our 2021 Pavement Preservation Program (PPP) and is subject to change.

If you have any questions, please feel free to contact me.

Sincerely,



Robert Daavettila, P.E.
Construction Engineer

Livingston County Road Commission

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

RECEIVED

January 11, 2021

JAN 14 2021

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

HOWELL TOWNSHIP

Re: Potential 2021 Gravel Road Projects

Dear Mr. Coddington:

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

ROAD	LOCATION	TYPE OF WORK	AMOUNT
Armond Road	Byron to Henderson (4,300 feet)	Limestone Refurbishing and Limited Drainage	\$61,000.00
Barron Road	Byron to Oak Grove (6,600 feet)	Limestone Refurbishing and Limited Drainage	\$85,000.00
Allen Road	Oak Grove to Fisher (5,289 feet)	Gravel Resurfacing and limited Drainage	\$102,000.00
Crandall Road	Marr to Burkhart (6,350 feet)	Gravel Resurfacing and limited Drainage	\$117,000.00

Please review the above list and contact me if you wish to have contracts prepared for any of the projects. In order for projects to be included on this year's construction schedule, all contracts must be in place by May 1, 2021.

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

Sincerely,



Trevor Bennett
Director of Operations

Cc: Dub Toddy, LCRC District 1 Foreman
File

Chloride Solutions

Ice & Dust Control

RATE QUOTE

Date: February 19, 2021

Customer: *Howell Township*

Product: Dust Control - Mineral Well Brine

Applied Rate: \$.194 per gallon / 9,500 gallon per load

Discount Offered: 1% net 10 days of receipt; net 30 days

Customer Signature: _____

Date: _____

Quoted By: *Brian Hitchcock, President*

If awarded this bid, please sign and return to our office.

~ Fax: 517-338-5005 ~ Telephone: 517-803-4726 ~

~ Email: brian@mbhtrucking.net~

Chloride Solutions, LLC

672 N. M-52

Webberville, MI. 48892

Quote is good through the 2021 season

AGENDA ITEM

9D

ADDRESS ASSIGNMENT

Permit #	Contractor	Job Address	Fee Total
PA21-003	REYNOLDS EARL & HEATHER	3601 OAK GROVE RD	\$25.00
Work Description: NORTH OF BARRON ROAD SOUTH OF MARR ROAD ON THE WEST SIDE OF OAK GROVE ROAD.			

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

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P21-004	MACHIN PHILIP AND ANDREA	3691 AMBER OAKS DR	\$50.00
Work Description: 262 FT OF 6 FT VINYL FENCE IN BACK YARD.			
P21-010	WESTVIEW CAPITAL LLC	3045 IVY WOOD CIR	\$105.00
Work Description: 2,059 SQ FT BI-LEVEL, WITH A 2 CAR ATTACHED GARAGE			
P21-005	REYNOLDS EARL & HEATHER	3601 OAK GROVE RD	\$75.00
Work Description: 1,969 SQ FT RANCH HOME ON A FULL UNFINISHED WALK OUT BASEMENT, WITH A 577 SQ FT ATTACHED GARAGE.			
P21-009	BRUM GEHARD	151 W BARRON	\$10.00
Work Description: REPLACING 1 PATIO DOOR			
P21-007	LOLLIO MARCO T AND SHARO	2650 FISHER RD	\$75.00
Work Description: 26.8 FT X 52 FT MANUFACTURED HOME ON PIERS			
P21-008	WELLS DAVID FREDRICK AND	1389 CRESTWOOD	\$50.00
Work Description: ADDING A DECK TO REAR OF HOME.			
P21-006	CROWLEY MICHAEL J	5727 SUNTAR VLY	\$10.00
Work Description: INTERIOR REPAIRS AND REMODELING AFTER HOUSE FIRE.			

Total Permits For Type: 7
Total Fees For Type: \$375.00

Sewer Connection

Permit #	Contractor	Job Address	Fee Total
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PWS21-001 LOLLIO MARCO T AND SHARO 2650 FISHER RD

\$5,000.00

Work Description:

Total Permits For Type: 1

Total Fees For Type: \$5,000.00

Water Connection

Permit #	Contractor	Job Address	Fee Total
PWS21-002	LOLLIO MARCO T AND SHARO	2650 FISHER RD	\$5,000.00

Work Description:

Total Permits For Type: 1

Total Fees For Type: \$5,000.00

Report Summary

Population: All Records

Permit.DateIssued Between
2/2/2021 12:00:00 AM AND
2/28/2021 11:59:59 PM

Grand Total Fees: \$10,400.0

Grand Total Permits: 10

AGENDA ITEM

9E

Monthly Activity Report for February 2021 – Assessing Dept/Brent Kilpela

MTT UPDATE:

Chestnut Crossing LLC v Howell Township: Prehearing General Call set for September 1, 2021 with valuation disclosure due by June 4, 2021. Sent opinion to opposing counsel on discovery provided. Waiting for reply.

Amerilodge Group v Howell Township: Prehearing General Call set for December 1, 2021 with valuation disclosure due by September 3, 2021.

SGA Hotels LLC v Howell Township: Prehearing General Call set for November 16, 2021 with valuation disclosure due by August 19, 2021.

SMALL CLAIMS TRIBUNAL:

Crawford Brothers v Howell Township: *Petitioner failed to participate in February hearing and is now in default. Petitioner has 14 days to remedy the default otherwise the case is dismissed. I expect this appeal to be dismissed.*

ASSESSING OFFICE:

ASSESSOR: Processed personal property statements and estimated those that failed to file. Prepared for the virtual board of review meetings.

OTHER: Ordered the Ricoh copier. Attended WWTP meeting on Zoom.

AGENDA ITEM

9J

Howell Township
Wastewater Treatment Plant Meeting
Meeting: February 18, 2021 10am

Attending: Matt Holtz, James Aulette, Brent Kilpela, Jonathan Hohenstein

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

VFD – Lambert Drive

Still waiting on the quote from Kennedy on this item.

UV issue

The plant has violated its permit for fecal counts. Matt has ordered 2 banks worth of UV bulb replacements (\$1600). The cold weather makes it hard on the plant to perform well, and the current bulbs being 3 years old does not help. Matt suggests replacing bulbs every year to keep the kill rate at the proper level.

Epoxy

No update.

Water Service

No update.

Influent Sampling

No update.

Effluent Meter

Matt requested and the committee approved attached quote to install a new effluent meter on an emergency basis. To completely replace the currently nonfunctioning meter would cost \$20,000 or more. Matt says that the State has approved this new type of meter. This action requires Board approval after the fact. **Committee recommends approval after the fact for the quote from UIS to replace the effluent meter not to exceed \$6080.00 as presented.**

SCADA

Matt let us know that Inframark has purchased a SCADA company and they will be getting us a quote to install a new SCADA system at the plant and the pump stations.

Respectfully submitted,
Jonathan Hohenstein

Summary

Please find in this report details that describe the monthly operating characteristics and performance of the wastewater treatment plant and lift stations, as well as other noteworthy items that occurred in January. We are always available to discuss any of these matters in greater detail if you have any further questions or comments. There was a violation in January. We exceeded the monthly geometric mean, our limit is 200 MPN and ours for the month was 341. We have been having issues with the UV system. We have done everything possible on our end, we have had a technician out and are now waiting on new bulbs. We are thankful for the continued opportunity to partner with Howell Township.

Site Visit – Town Officials	0
Site Visit – Inframark Officials	1
NPDES Permit Compliance	1 Violation, fecal sample
Preventative Work Orders	93 open 93 closed
Corrective Work Orders	1 open 0 closed
Locates for Month	23 marked 87 no conflict
Health & Safety	0 recordable incidents 0 lost time incidents

Items Requiring Action

We would like further discussion and consideration on the following:

Criticality**	Request	Impact	Est. Cost	Timing
High	Update SCADA to VT SCADA. Inframark is working on putting together a guideline for work to be accomplished to update SCADA.	Allow multiple quotes to be submitted based on the same scope of work	TBD	Estimate submitted
High	Connect potable water to plant piping system	Allows for cleaning in the facility and some systems require water for proper operation.	TBD	
High	Headworks evaluation, grit removal will require water for proper operation.	Protect the biolac tank from grit and rags	TBD	

Criticality**	Request	Impact	Est. Cost	Timing
High	Replace VFD for Lambert Rd. lift station, pump #1.	Pump #1 is down and is also affecting pump #2 hour meter.	\$8160.00 to \$9980.00	

Operations

There are ongoing issues with the UV system. We have done everything that we could do on our end. We have had technicians out to inspect the system. At this point we are waiting for new bulbs.

All lab work with the exception of CBOD and mercury is now performed in house.

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

Maintenance & Repair

A copy of the monthly maintenance report is attached. A total of 93 preventative maintenance work orders were completed in January.

Inspection was done on Lambert Rd. lift station and it was determined that the VFD for pump #1 is bad. A quote from UIS has been sent, another quote is pending from Kennedy Industries.

Personnel

Onsite personnel serving the project during January included Matthew Holtz, Andre Randall, Bill Jones, and Chris McDonald with Kirt Ervin as the Regional VP.

Howell Township Treasurer

From: Holtz, Matthew <Matthew.Holtz@inframark.com>
Sent: Wednesday, February 17, 2021 10:30 AM
To: Howell Township Treasurer
Subject: Fw: UIS SCADA Quote #210326 UIS SCADA Quote #210326 Howell WWTP - F&I Effluent Flow Meter
Attachments: 210326 Howell Township WWTP - F&I Effluent Flow Meter.pdf

Hello Jonathan,

I have attached a quote from UIS for an effluent flow meter. We have been trying to resolve this issue since September. This is a critical piece for our operations and compliance with the State. The alternative is replacing the entire flow meter itself which could cost between 15 to 20 thousand dollars. I would like to give UIS authorization to move forward as soon as possible. Please let me know what you would like us to do.

Thanks,

Matt

From: Stephanie Trombley <Stephanie.Trombley@uiscorp.com>
Sent: Wednesday, February 17, 2021 9:50 AM
To: Holtz, Matthew <Matthew.Holtz@inframark.com>; Soper, James <James.Soper@inframark.com>
Cc: Brian Davis <Brian.Davis@uiscorp.com>
Subject: UIS SCADA Quote #210326 UIS SCADA Quote #210326 Howell WWTP - F&I Effluent Flow Meter

Per Brian Davis, attached is the above quote. If needed, you may reach Brian at 734-424-1200, ext. 322, or brian.davis@uiscorp.com.

Thank you.

Stephanie

Stephanie Trombley
UIS Group of Companies
2290 Bishop Circle East
Dexter, MI 48130
734-424-1200 x312
stephanie.trombley@uiscorp.com





Date February 17, 2021	Customer Howell Township	To Jerry Livernois
Description WWTP - F&I Effluent Flow Meter		jerome.livernois@inframark.com
Quote # 210326		
Estimator Brian Davis	Email brian.davis@uiscorp.com	

Scope of Work	Cost
---------------	------

Furnish and install one (1) Greyline ultrasonic clamp-on flow meter, with two (2) ultrasonic transducers and 50' cable, to measure effluent flow at WWTP.

Provide calibration and startup services.

Total \$6,080.00

UIS is accredited to ISO/IEC 17025:2005 for Calibration

Our Professional Technicians are routinely trained and updated in ISA and EPRI standards.



ISO/TS16949 calls for external laboratories used for inspection, testing, or calibration to be accredited to ISO 17025. This standard certifies that the laboratory is able to provide technically competent services, to operate an effective quality system, and to generate technically valid calibration and test results. Our tools are calibrated and are traceable to NIST (National Institute of Standards and Technology). As a customer you are assured of precise, accurate, and repeatable results along with enhanced data reporting. Uncertainty is not taken into account when statements of compliance are made.

Accredited calibrations with or without uncertainties are not provided unless requested in writing.

UIS SCADA Approved by

Date February 17, 2021

Exclusions and Clarifications

Our quote is based on straight time during normal hours of 7:00 A.M. - 3:30 P.M., Monday through Friday.
 Our price is valid for thirty (30) days, after which time UIS SCADA reserves the right to review and modify any and all portions of its proposal.
 This proposal contains pricing and other information confidential and proprietary to UIS SCADA, and disclosure of the contents of this letter and any attachments to persons or organizations outside of this agreement is not authorized without specific written permission from UIS SCADA.

UIS GROUP OF COMPANIES - TERMS AND CONDITIONS

- Offer.** These Terms and Conditions ("Terms") apply to all products and services, including without limitation, computer software program(s) and software as a service ("SaaS Services") provided to Purchaser under an Order Confirmation with Utilities Instrumentation Services, Inc., Utilities Instrumentation Services - Ohio, LLC., UIS SCADA, Inc., and/or UIS Renewable Power, Inc., as applicable ("Seller"). These Terms are incorporated into each Order Confirmation issued by Seller to a purchaser of such products or services ("Purchaser"). A confirmation or acknowledgement of an order ("Order Confirmation") will be issued to Purchaser after the Purchaser has submitted an order to Seller. The Order Confirmation constitutes Seller's offer to the Purchaser identified in the Order Confirmation to sell the products and/or provide the services identified in the Order Confirmation ("Products" and "Services", respectively) and otherwise to enter into the agreement that the Order Confirmation and these Terms describe (the "Agreement"), and the Order Confirmation and these Terms shall be the complete and exclusive statement of such Agreement.
- Acceptance.** A contract is formed when Purchaser accepts the Order Confirmation by written acknowledgement, by accepting the Products and/or Services, or other issued acceptance documents for the Products and/or Services. Acceptance is expressly limited to the Agreement, and shall not include any terms and conditions contained in Purchaser's purchase order or similar document. Notwithstanding any contrary provision in Purchaser's purchase order or other acceptance document or similar document, delivery of Products, performance of Services or commencement of Services by Seller shall not constitute acceptance of Purchaser's terms and conditions to the extent any such terms or conditions are inconsistent with or in addition to the terms and conditions contained in the Agreement.
- Prices.** Prices for Products and/or Services shall be set forth in the Order Confirmation. Unless otherwise expressly stated in the Order Confirmation: (a) prices for Products specified in the Order Confirmation do not include storage, handling, packaging or transportation charges; and (b) prices do not include any applicable taxes.

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

Utilities Instrumentation Service
UIS SCADA
UIS Renewable Power

AGENDA ITEM

9L

Howell Township
Property Committee Meeting:
February 25, 2021

Attending: Jeff Smith, Jean Graham, Jonathan Hohenstein

Annex: Annex is requesting addresses be issued prior to closing because MSHDA requires that the site be in a ready-to-build condition prior to closing. The site plan was approved with conditions. Once Joe receives confirmation on the site plan conditions being met he will issue a letter confirming that the site is ready to build. The Property Committee approved to move forward with issuing addresses for this site to meet MSHDA's requirements for closing. I will be attending MSHDA's meeting on February 25th for their discussion on the Annex project. Annex will also be providing an update on the status of the project at the Board meeting, there are a few issues that need to be worked through. We are working with our attorney on Annex's requests and will most likely have a few items that will require Board action.

Crandall Road: Received offer on the Crandall Road property. Committee submitted counter-offer. Purchaser countered with the attached offer. Purchaser has been going back and forth on whether they want to move forward with the purchase; has offered less; is unsure if they want to pay off the specials at closing. As of March 9th, purchaser has withdrawn the offer.

Respectfully submitted,

Jonathan Hohenstein

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT (“Agreement”) is made March 15th, 2021, by and between Randall and Lindsay Green (“Purchaser”) and Howell Township, of 3525 Byron Rd, Howell, MI 48855 (“Seller”) as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase vacant land located in Howell Township, Livingston County, Michigan (the “Land”), which Land is owned by Seller in fee simple.

AGREEMENT

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

1. Land. Seller agrees to sell and Purchaser agrees to purchase vacant Land located in Howell Township, Livingston County, State of Michigan, identified as Parcel ID No. 4706-16-400-001, also known as 3150 Crandall Rd., legally described on Exhibit “A”.

2. Purchase Price. The Purchase Price shall be One Hundred Fifty Two Thousand Three Hundred Ten Dollars (\$152,310.00), paid in cash in United States currency or its equivalent at closing.

3. Deposit. Purchaser hereby tenders to Seller a good faith deposit in the amount of five thousand Dollars (\$5,000.00) with Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864, to be credited to the Purchase Price at the time of Closing. This deposit is nonrefundable except as may otherwise be provided in this Agreement. An earnest money or escrow agreement consistent with this Agreement, to the extent required by Bell Title Insurance, shall be completed by both parties to effectuate this Agreement.

4. Payment of Property Taxes. Property taxes for the year of Closing shall be pro-rated as of the date of Closing on a calendar basis based upon the amount of such taxes if known at the time of Closing. Taxes will be treated as if they cover the calendar year in which they are first billed. Taxes first billed in years prior to year of Closing will be paid by Seller without proration. If any bill for taxes is not issued as of the date of Closing, the then current taxable value and tax rate and any administrative fee will be substituted.

5. Inspection Period. Purchaser shall have sixty (60) days following the execution date noted in this Agreement (“Inspection Period”) to conduct its due diligence. If Purchaser is not satisfied, in its discretion, that it has been or likely will be satisfied with the conditions required of this Agreement, Purchaser may terminate this Agreement by providing written notice to Seller, and upon such termination, Purchaser’s good faith deposit shall be returned. Upon commencement of the Inspection Period and throughout the term of this Agreement, Purchaser and its agents shall have the right to enter upon the Land to conduct the Examinations, which shall include soil borings, surveys, drilling and all tests normally performed for the determination of the suitability of real estate and for the collecting of all information necessary thereto (except to the extent that any right to exercise Purchaser’s termination ends as of the expiration of the Inspection Period). The Examinations are to be made at Purchaser’s expense and Purchaser shall be liable for any damage (ordinary wear and tear excepted) caused to the Land during said

Examinations. Further, Purchaser agrees to indemnify and hold harmless Seller from and against any damages or claims for injuries to any persons or to the Land that arise as a direct result of such Examinations, except to the extent such damages or claims are caused by or arise from preexisting conditions or Seller's, or its officers', directors', members', managers', principals', employees' or agents', negligence or intentional misconduct, which indemnity shall survive the Closing or any earlier termination of this Agreement. Purchaser shall provide Seller with evidence of insurance coverage, from Purchaser or any of its consultants entering the Land pursuant to this Section. If Purchaser terminates during the Inspection Period, Purchaser shall provide to Seller all reports and information obtained regarding the Land.

6. Closing Deadline; Schedule. The parties agree to schedule a closing at the earliest possible time, but in no event later than ninety (90) days following the date of this Agreement. Seller and Purchaser agree to use Bell Title Insurance Company, 2339 Jolly Road, Okemos, Michigan 48864 as escrow agent and closing agent.

7. Seller's Closing Deliveries. At the Closing, Seller shall deliver to the Purchaser a Limited Warranty or Special Warranty Deed conveying to Purchaser only such title to the Land as is held by Seller, executed and acknowledged by Seller in recordable form.

8. Purchaser's Closing Deliveries. At Closing, Purchaser shall deliver to Seller the balance of the Purchase Price in the form of cash in U.S. currency or certified funds, and execute a signed Closing Statement, transfer tax declarations and state and local law reports and forms, evidence satisfactory to establish Purchaser's authority to purchase the Land and other documents as are necessary and appropriate for the consummation of this transaction by Purchaser.

9. Closing Costs. Purchaser shall pay for all costs of the Closing, including (i) all transfer and/or conveyance taxes, if any, assessed in connection with the Closing, (ii) the premium for the Title Policy, if any (iii) any Closing fee charged by the title company in connection with this transaction, (iv) any special assessments (water, sewer or otherwise) that currently are due at the time this Agreement is executed, and (v) any and all other regular and customary costs and expenses related to the Land shall also be paid by Purchaser on the date of Closing.

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

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

12. Environmental Matters. Within ten (10) days of the date of this Agreement, Purchaser may, at its own expense, conduct such environmental site evaluations of the Land as it deems appropriate including, without limitation, a Phase I and Phase II environmental site assessment and/or a Baseline Environmental Assessment (collectively, the "Site Investigation Reports"). If

Purchaser is not satisfied with the Land as shown by the Site Investigation Reports, Purchaser may cancel this Agreement within thirty (30) days after the date of this Agreement, but not thereafter. Seller shall have no obligation to cure any alleged defects or objections shown by the Site Investigation Reports.

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

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

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

C. Seller will convey the Land to Purchaser pursuant to the Limited Warranty or Special Warranty Deed.

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

E. There is no litigation, proceeding or investigation pending or, to and to Seller's officials' knowledge, threatened against or involving Seller or the Land, and Seller does not know or have reason to know of any grounds for any such litigation, proceeding or investigation, which could have an adverse impact on Purchaser or Purchaser's title to or use of the Land, either before or after Closing.

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

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

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

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

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

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

C. Purchaser acknowledges that the Land was obtained by Seller through foreclosure sale and may dictate that title is transferred with a covenant or special warranty deed recognizing the same.

14. Default and Remedies.

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

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

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

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

16. Right to Split Land. The Land may be located within the vicinity of farmland or farm operation. Generally accepted agricultural and management practices which may generate noise, dust, odors, and other associated conditions may be used and are protected by the Michigan right to farm act. The Seller grants to the Purchaser the right to make ____ division(s) under section 108 of the Land Division Act, Act No 288 of the Public Acts of 1967. (If no number is inserted, the right to make divisions stays with the portion of the parent tract retained by the Seller; if all of the parent tract is conveyed, then all division rights are granted.) No number or will shall be inserted on the line before divisions and has been intentionally left blank.

17. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Land that will come due for payment in the future and that are in the principal amount of \$77,690.00, exclusive of interest. Purchaser agrees to pay the entire principal amount of the future Special Assessments at the time of closing, plus interest calculated to the date of closing. See attached

18. Miscellaneous.

A. TIME IS OF THE ESSENCE OF THIS AGREEMENT.

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

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

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

To Seller: Howell Township
Attention: Jean Graham, Clerk
3525 Byron Rd
Howell, MI 48855

With a copy to: Fahey Schultz Burzych Rhodes PLC
Attn: Christopher S. Patterson
4151 Okemos Road
Okemos, MI 48864
Phone: 517-381-0100

To Purchaser: Randall Green
Lindsay Green
946 Gray Fox Ct.
Howell, MI 48843

With a copy to: Nick Natoli
Remax Platinum
6870 Grand River Ave.
Brighton, MI 48114

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

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

Seller shall ever suffer or incur because of any claim by any such broker or consultant. These obligations will survive closing or termination of this Agreement.

G. Purchaser is aware that this Property may be subject to a lease, which includes the use for agricultural purposes. If it is, a copy of the lease will be furnished to the Purchaser. The lessee of the Land (not a third-beneficiary of this Agreement with no right to bring any claim under the terms of this Agreement) may have planted a crop on the Land. The Closing Date will be scheduled no sooner than after the existing crop has been harvested, or if the Closing Date is prior to the harvest, the Purchaser must pay any damages or costs of Seller to compensate the lessee for any lost crop due to the sale of the Land through a credit to the Seller and debit to the Buyer at the Closing for approximately \$_____. The actual compensation will be determined at Closing but cannot increase by more than 10% than the stated amount provided in this Paragraph. Purchaser further agrees to assume all obligations of the Seller under the terms and conditions of said lease and will honor the lessee's rights, which is limited to the end of the calendar year in which this property and transaction does close and disburse.

H. Seller agrees to act in good faith to execute any documents reasonably requested by Purchaser for any approvals or consents in Seller's role as an owner of real estate, but this Agreement shall have no binding effect on any request for decisions, determinations, approvals, consent, governmental reviews, permits, or other governmental actions—whether an exercise of administrative or legislative authority—of any board, commission, committee, or public body of the Seller.

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

SELLER: HOWELL TOWNSHIP

By: _____

Its: _____

PURCHASER:

By: _____

Its: Randall Green

By: _____

Its: Lindsay Green

EXHIBIT A

Legal Description of Land:

A parcel of land situated in Howell Township, Livingston County, Michigan containing approximately 20 acres, legally described as follows:

SEC. 16 T3N, R4E, W 1/2 OF SW 1/4 OF SE 1/4 20A

AGENDA ITEM

11

Howell Township
Invoice and Check Registers
As of 2/28/2021

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

03/10/2021 09:15 AM
 User: BRENT KILPELA
 DB: Howell Twp
 Vendor
 Description
 GL Distribution

Inv Num	Inv Ref#	Vendor Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
517546516001	19657	AT&T 517 546-5160 FOR FEB 2021		01/22/2021 BRENT KILPELA	02/11/2021	85.33	0.00	Paid	Y 02/01/2021
		592-442-850.00	WWTP TELEPHONE EXPENSE			85.33			
517540696301	19658	AT&T 517 540-6963 FOR FEB 2021		01/22/2021 BRENT KILPELA	02/11/2021	85.67	0.00	Paid	Y 02/01/2021
		592-442-850.00	WWTP TELEPHONE EXPENSE			85.67			
517540124101	19659	AT&T 517 540-1241 FOR FEB 2021		01/22/2021 BRENT KILPELA	02/11/2021	86.13	0.00	Paid	Y 02/01/2021
		592-442-850.00	WWTP TELEPHONE EXPENSE			86.13			
517540694701	19660	AT&T 517 540-6947 FOR FEB 2021		01/22/2021 BRENT KILPELA	02/11/2021	80.63	0.00	Paid	Y 02/01/2021
		592-442-850.00	WWTP TELEPHONE EXPENSE			80.63			
517540695201	19661	AT&T 517 540-6952 FOR FEB 2021		01/22/2021 BRENT KILPELA	02/11/2021	264.44	0.00	Paid	Y 02/01/2021
		592-442-850.00	WWTP TELEPHONE EXPENSE			264.44			
700575	19662	KISM, LLC SCADA MONITORING FOR TOOLEY, TRANS		01/05/2021 BRENT KILPELA	02/11/2021	1,638.00	0.00	Paid	Y 02/01/2021
		592-442-801.00	WWTP CONTRACTED SERVICES EXPENSE			1,638.00			
61998	19663	MICRO WORKS COMPUTING, INC CLERK LAPTOP SERVICE		01/21/2021 BRENT KILPELA	02/10/2021	37.50	0.00	Paid	Y 02/01/2021
		101-265-728.01	TWP HALL IT SUPPORT EXPENSE			37.50			
02/02/2021	19664	ARTHUR AND YOLANDA RIMBOLD 2020 Win Tax Refund 4706-28-402-14		02/02/2021 BRENT KILPELA	02/09/2021	504.66	0.00	Paid	Y 02/02/2021
		703-000-214.10	TAX DUE TO TAXPAYERS			504.66			
02/01/2021	19665	LIVINGSTON COUNTY TREASURER 2020 WINTER TAXES 1/16 - 1/31/2021		02/01/2021 BRENT KILPELA	02/10/2021	42,933.68	0.00	Paid	Y 02/02/2021
		703-000-228.90	TAX DUE TO COUNTY WINTER			42,933.68			
2/1/2021	19666	HOWELL PUBLIC SCHOOLS 2020 WINTER TAXES 1/16 - 1/31/2021		02/01/2021 BRENT KILPELA	02/10/2021	179,480.06	0.00	Paid	Y 02/02/2021
		703-000-225.91	TAX DUE TO HOWELL SCHLS DEBT WINTER			179,480.06			

Vendor Description GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
02/01/2021 19667 HOWELL CARNEGIE LIBRARY 2020 WINTER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-223.90 TAX DUE TO HOWELL LIBRARY WINTER	02/01/2021	02/10/2021	61,745.87	0.00	Paid	Y 02/02/2021
2/1/2021 19668 FOWLERVILLE SCHOOLS 2020 WINTER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-226.91 TAX DUE TO FOWL SCHLS DEBT WINTER	02/01/2021	02/10/2021	13,817.85	0.00	Paid	Y 02/02/2021
2/1/2021 19669 FOWLERVILLE DIST LIBRARY 2020 WINTER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-223.91 TAX DUE TO FOWL LIBRARY WINTER	02/01/2021	02/10/2021	1,971.33	0.00	Paid	Y 02/02/2021
2/1/2021 19670 HOWELL AREA FIRE AUTHORITY 2020 WINTER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-234.90 TAX DUE TO HOWELL FIRE WINTER	02/01/2021	02/10/2021	87,031.52	0.00	Paid	Y 02/02/2021
2/1/2021 19671 LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.00 TRUST DUE TO COUNTY DOG LICENSE	02/01/2021	02/10/2021	8.50	0.00	Paid	Y 02/02/2021
1/25/2021 19672 LIVINGSTON COUNTY TREASURER MOBILE HOME FEES 701-000-239.00 TRUST MOBILE HOME TAX PAYABLE	01/25/2021	02/10/2021	765.00	0.00	Paid	Y 02/02/2021
2/1/2021 19673 HOWELL PUBLIC SCHOOLS 2020 SUMMER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-225.00 TAX DUE TO HOWELL SCHLS DEBT SUMMER	02/01/2021	02/10/2021	531.73	0.00	Paid	Y 02/02/2021
2/1/2021 19674 LIVINGSTON COUNTY TREASURER 2020 SUMMER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-228.01 TAX DUE TO COUNTY SET SUMMER	02/01/2021	02/10/2021	1,046.04	0.00	Paid	Y 02/02/2021
2/1/2021 19675 LIV EDUC SERVICE AGENCY 2020 SUMMER TAXES 1/16 - 1/31/2021 BRENT KILPELA 703-000-227.00 TAX DUE TO LESA SUMMER	02/01/2021	02/10/2021	569.85	0.00	Paid	Y 02/02/2021
2/1/2021 19676 LIVINGSTON COUNTY TREASURER 2020 SUMMER TAXES 1/16 - 1/31/2020 BRENT KILPELA 703-000-228.00 TAX DUE TO COUNTY SUMMER	02/01/2021	02/10/2021	571.21	0.00	Paid	Y 02/02/2021

Inv Num	Vendor Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
150560912							
19677	AT&T WWTP FEB 2021 592-442-850.00	01/19/2021 BRENT KILPELA WWTP TELEPHONE EXPENSE	02/09/2021	236.99	0.00	Paid	Y 02/02/2021
5385							
19678	PERFECT MAINTENANCE FEBRUARY 2021 101-265-775.00	01/27/2021 BRENT KILPELA TWP HALL OFFICE CLEANING EXPENSE	02/09/2021	175.00	0.00	Paid	Y 02/02/2021
01/22/2021							
19679	COMCAST TWP HALL FEB 2021 101-265-850.00	01/22/2021 BRENT KILPELA TWP HALL TELEPHONE EXPENSE	02/12/2021	390.67	0.00	Paid	Y 02/02/2021
2/3/2021							
19680	DTE ENERGY 1009 N BURKHART FEB 2021 592-442-920.00	02/03/2021 BRENT KILPELA WWTP ELECTRICITY EXPENSE	02/25/2021	140.99	0.00	Paid	Y 02/09/2021
2/3/2021							
19681	DTE ENERGY 391 N BURKHART FEB 2021 592-442-920.00	02/03/2021 BRENT KILPELA WWTP ELECTRICITY EXPENSE	02/25/2021	182.68	0.00	Paid	Y 02/09/2021
2/3/2021							
19682	DTE ENERGY 2571 OAKGROVE FEB 2021 592-442-920.00	02/03/2021 BRENT KILPELA WWTP ELECTRICITY EXPENSE	02/25/2021	402.07	0.00	Paid	Y 02/09/2021
530362055							
19683	UIS SCADA SERVICE CALL 592-442-801.00	12/04/2021 BRENT KILPELA WWTP CONTRACTED SERVICES EXPENSE	02/09/2021	731.00	0.00	Paid	Y 02/09/2021
DHYH792							
19684	IRON MOUNTAIN SHREDDING 101-265-775.00	01/31/2021 BRENT KILPELA TWP HALL OFFICE CLEANING EXPENSE	03/02/2021	184.66	0.00	Paid	Y 02/09/2021
57073							
19685	FAHEY SCHULTZ BURZYCH RHODES PLC GENERAL 101-268-801.01	02/02/2021 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	03/02/2021	4,494.55	0.00	Paid	Y 02/09/2021
57074							
19686	FAHEY SCHULTZ BURZYCH RHODES PLC OAKLAND TACTICAL 101-268-801.01	02/02/2021 BRENT KILPELA TWP AT LARGE LEGAL EXPENSE	03/02/2021	360.00	0.00	Paid	Y 02/09/2021

User: BRENT KILPELA
 DB: Howell Twp
 Vendor: FAHEY SCHULTZ BURZYCH RHODES PLC
 Description: RAINBOW
 GL Distribution: 101-268-801.01 TWP AT LARGE LEGAL EXPENSE

Inv Num	Inv Ref#	Vendor	Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlized Post Date
57075	19687	FAHEY SCHULTZ BURZYCH RHODES PLC	RAINBOW		02/02/2021 BRENT KILPELA	03/02/2021	238.00	0.00	Paid	Y 02/09/2021
205522	19688	SPICER GROUP	BD Bond Refund		02/09/2021 BRENT KILPELA	02/16/2021	2,987.50	0.00	Paid	Y 02/09/2021
51696238	19689	TETRA TECH INC	BD Bond Refund		02/09/2021 BRENT KILPELA	02/23/2021	2,134.00	0.00	Paid	Y 02/09/2021
2/10/2021	19690	DTE ENERGY	FEB 2020		02/10/2021 BRENT KILPELA	03/04/2021	432.12	0.00	Paid	Y 02/18/2021
2445	19691	HURON CEMETERY MAINT INC	SAMUEL MARRALE BURIAL		02/07/2021 BRENT KILPELA	03/07/2021	925.00	0.00	Paid	Y 02/18/2021
200132689989	19692	DTE ENERGY	STREET LIGHTS		02/01/2021 BRENT KILPELA	03/10/2021	549.28	0.00	Paid	Y 02/18/2021
83353	19693	MASTER MEDIA	OFFICE SUPPLIES		02/09/2021 BRENT KILPELA	03/09/2021	387.69	0.00	Paid	Y 02/18/2021
62094	19694	MICRO WORKS COMPUTING, INC	DEPUTY CLERK PRINTER		02/09/2021 BRENT KILPELA	03/01/2021	37.50	0.00	Paid	Y 02/18/2021
66386	19695	ECONO PRINT	2021 ASSESSMENTS		02/11/2021 BRENT KILPELA	02/26/2021	2,165.90	0.00	Paid	Y 02/18/2021
00037002927	19696	LIVINGSTON DAILY PRESS & ARGUS	JANUARY PUBLICATIONS		01/31/2021 BRENT KILPELA	02/20/2021	55.00	0.00	Paid	Y 02/18/2021

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

03/10/2021 09:15 AM
 User: BRENT KILPELA
 DB: Howell Twp
 Vendor
 Description
 GL Distribution

Inv Num	Inv Ref#	Vendor	Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
2159680	19697	CARLISLE WORTMAN ASSOC, INC.	BD Bond Refund		02/18/2021 BRENT KILPELA	02/25/2021	553.00	0.00	Paid	Y 02/18/2021
			101-000-203.00	BSP20-0006			553.00			
2159681	19698	CARLISLE WORTMAN ASSOC, INC.	ZONING ORDINANCE		02/09/2021 BRENT KILPELA	03/09/2021	608.00	0.00	Paid	Y 02/18/2021
			101-400-801.00	PLANNING-CONTRACTED PLANNER EXPENSE			608.00			
2159679	19699	CARLISLE WORTMAN ASSOC, INC.	GENERAL CONSULTATION		02/09/2021 BRENT KILPELA	03/09/2021	240.00	0.00	Paid	Y 02/18/2021
			101-400-801.00	PLANNING-CONTRACTED PLANNER EXPENSE			240.00			
2/10/2021	19700	DTE ENERGY	2700 TOOLEY RD FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	321.95	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			321.95			
2/10/2021	19701	DTE ENERGY	3888 OAKGROVE FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	205.60	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			205.60			
02/10/2021	19702	DTE ENERGY	1575 N BURKHART FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	622.41	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			622.41			
02/10/2021	19703	DTE ENERGY	1034 AUSTIN CT FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	387.55	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			387.55			
02/10/2021	19704	DTE ENERGY	1216 PACKARD DR FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	199.96	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			199.96			
2/10/2021	19705	DTE ENERGY	2559 W GRAND RIVER FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	291.03	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			291.03			
2/10/2021	19706	DTE ENERGY	1222 PACKARD DR FEB 2021		02/10/2021 BRENT KILPELA	03/04/2021	4,358.13	0.00	Paid	Y 02/18/2021
			592-442-920.00	WWTP ELECTRICITY EXPENSE			4,358.13			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

Inv Num	Inv Ref#	Vendor Description	GL Distribution	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnlnized Post Date
2/18/2021	19707	US POSTMASTER PERMIT #100	592-441-726.00	02/18/2021 BRENT KILPELA	03/01/2021	1,500.00	0.00	Paid	Y 02/18/2021
				UTILITY BILLING POSTAGE EXPENSE		1,500.00			
2/16/2021	19708	HOWELL PUBLIC SCHOOLS		02/16/2021 BRENT KILPELA	02/22/2021	1,104.15	0.00	Paid	Y 02/19/2021
		2020 SUMMER TAXES 2/1 - 2/15/2021		TAX DUE TO HOWELL SCHLS	DEBT SUMMER	1,104.15			
2/16/2021	19709	HOWELL PUBLIC SCHOOLS		02/16/2021 BRENT KILPELA	02/23/2021	829.65	0.00	Paid	Y 02/19/2021
		2020 SUMMER TAXES 2/1 - 2/15/2021		TAX DUE TO HOWELL SCHLS	OPER SUMMER	829.65			
2/16/2021	19710	LIVINGSTON COUNTY TREASURER		02/16/2021 BRENT KILPELA	02/23/2021	2,172.19	0.00	Paid	Y 02/19/2021
		2020 SUMMER TAXES 2/1 - 2/15/2021		TAX DUE TO COUNTY SET	SUMMER	2,172.19			
2/16/2021	19711	LIV EDUC SERVICE AGENCY		02/16/2021 BRENT KILPELA	02/23/2021	1,183.33	0.00	Paid	Y 02/19/2021
		2020 SUMMER TAXES 2/1 - 2/15/2021		TAX DUE TO LESA	SUMMER	1,183.33			
2/16/2021	19712	LIVINGSTON COUNTY TREASURER		02/16/2021 BRENT KILPELA	02/23/2021	1,186.15	0.00	Paid	Y 02/19/2021
		2020 SUMMER TAXES 2/1 - 2/15/2021		TAX DUE TO COUNTY	SUMMER	1,186.15			
2/16/2021	19713	LIVINGSTON COUNTY TREASURER		02/16/2021 BRENT KILPELA	02/23/2021	75,225.08	0.00	Paid	Y 02/19/2021
		2020 WINTER TAXES 2/1 - 2/15/2021		TAX DUE TO COUNTY	WINTER	75,225.08			
2/16/2021	19714	HOWELL PUBLIC SCHOOLS		02/16/2021 BRENT KILPELA	02/23/2021	312,434.00	0.00	Paid	Y 02/19/2021
		2020 WINTER TAXES 2/1 - 2/15/2021		TAX DUE TO HOWELL SCHLS	DEBT WINTER	312,434.00			
2/16/2021	19715	HOWELL CARNEGIE LIBRARY		02/16/2021 BRENT KILPELA	02/23/2021	107,485.21	0.00	Paid	Y 02/19/2021
		2020 WINTER TAXES 2/1 - 2/15/2021		TAX DUE TO HOWELL LIBRARY	WINTER	107,485.21			
2/16/2021	19716	FOWLERVILLE SCHOOLS		02/16/2021 BRENT KILPELA	02/23/2021	21,709.46	0.00	Paid	Y 02/19/2021
		2020 WINTER TAXES 2/1 - 2/15/2021		TAX DUE TO FOWL SCHLS	DEBT WINTER	21,709.46			

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

2/16/2021	19717	FOWLERVILLE DIST LIBRARY 2020 WINTER TAXES 2/1 - 2/15/2021 703-000-223.91	02/16/2021 BRENT KILPELA	02/23/2021	3,097.18	0.00	Paid	Y	02/19/2021
2/16/2021	19718	HOWELL AREA FIRE AUTHORITY 2020 WINTER TAXES 2/1 - 2/15/2021 703-000-234.90	02/16/2021 BRENT KILPELA	02/23/2021	151,147.63	0.00	Paid	Y	02/19/2021
202252583525	19719	CONSUMERS ENERGY 1222 PACKARD FEB 2021 592-442-922.00	02/10/2021 BRENT KILPELA	03/09/2021	751.53	0.00	Paid	Y	02/22/2021
201095774860	19720	CONSUMERS ENERGY 391 N BURKHART FEB 2021 592-442-922.00	02/10/2021 BRENT KILPELA	03/09/2021	20.08	0.00	Paid	Y	02/22/2021
205100284429	19721	CONSUMERS ENERGY 2571 OAKGROVE FEB 2021 592-442-922.00	02/11/2021 BRENT KILPELA	03/10/2021	100.68	0.00	Paid	Y	02/22/2021
02/15/2021	19722	DTE ENERGY 271 E HIGHLAND FEB 2021 592-442-920.00	02/15/2021 BRENT KILPELA	03/09/2021	50.51	0.00	Paid	Y	02/22/2021
517552195602	19723	AT&T 517 552-1956 FOR FEB 2021 592-442-850.00	02/13/2021 BRENT KILPELA	03/05/2021	14.49	0.00	Paid	Y	02/22/2021
62127	19724	MICRO WORKS COMPUTING, INC BS&A APPS NOT LAUNCHING 101-265-728.01	02/16/2021 BRENT KILPELA	03/08/2021	75.00	0.00	Paid	Y	02/22/2021
204477353733	19725	CONSUMERS ENERGY TWP HALL FEB 2021 101-265-922.00	02/11/2021 BRENT KILPELA	03/10/2021	476.36	0.00	Paid	Y	02/22/2021
2021	19726	LIVINGSTON COUNTY TREASURER'S ASSOC HOWELL TWP LCTA 2021 DUES 101-253-957.00	02/22/2021 BRENT KILPELA	03/01/2021	10.00	0.00	Paid	Y	02/22/2021

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
02/09/2021	GEN	101001697 (E)	COMCAST	390.67
02/09/2021	GEN	17715	FAHEY SCHULTZ BURZYCH RHODES PLC	5,092.55
02/09/2021	GEN	17716	IRON MOUNTAIN	184.66
02/09/2021	GEN	17717	MICRO WORKS COMPUTING, INC	37.50
02/09/2021	GEN	17718	PERFECT MAINTENANCE	175.00
02/09/2021	GEN	17719	SPICER GROUP	2,987.50
02/23/2021	GEN	101001698 (E)	CONSUMERS ENERGY	476.36
02/23/2021	GEN	101001699 (E)	DTE ENERGY	432.12
02/23/2021	GEN	17720	CARLISLE WORTMAN ASSOC, INC.	1,401.00
02/23/2021	GEN	17721	DTE ENERGY	549.28
02/23/2021	GEN	17722	ECONO PRINT	2,165.90
02/23/2021	GEN	17723	HURON CEMETERY MAINT INC	925.00
02/23/2021	GEN	17724	LIVINGSTON COUNTY TREASURER'S ASSOC	10.00
02/23/2021	GEN	17725	LIVINGSTON DAILY PRESS & ARGUS	55.00
02/23/2021	GEN	17726	LIVINGSTON COUNTY INFORMATION TECHN	1,874.48
02/23/2021	GEN	17727	MASTER MEDIA	387.69
02/23/2021	GEN	17728	MICRO WORKS COMPUTING, INC	112.50
02/23/2021	GEN	17729	TETRA TECH INC	2,134.00

GEN TOTALS:

Total of 18 Checks:	19,391.21
Less 0 Void Checks:	0.00
Total of 18 Disbursements:	19,391.21

Bank T&A TRUST & AGENCY CHECKING

02/02/2021	T&A	3484	LIVINGSTON COUNTY TREASURER	8.50
02/02/2021	T&A	3485	LIVINGSTON COUNTY TREASURER	765.00

T&A TOTALS:

Total of 2 Checks:	773.50
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	773.50

Bank TAX TAX CHECKING

02/09/2021	TAX	5511	FOWLerville DIST LIBRARY	1,971.33
02/09/2021	TAX	5512	FOWLerville SCHOOLS	13,817.85
02/09/2021	TAX	5513	HOWELL AREA FIRE AUTHORITY	87,031.52
02/09/2021	TAX	5514	HOWELL CARNEGIE LIBRARY	61,745.87
02/09/2021	TAX	5515	HOWELL PUBLIC SCHOOLS	179,480.06
02/09/2021	TAX	5516	HOWELL PUBLIC SCHOOLS	531.73
02/09/2021	TAX	5517	LIV EDUC SERVICE AGENCY	569.85
02/09/2021	TAX	5518	ARTHUR AND YOLANDA RIMBOLD	504.66
02/09/2021	TAX	5519	LIVINGSTON COUNTY TREASURER	42,933.68
02/09/2021	TAX	5520	LIVINGSTON COUNTY TREASURER	1,046.04
02/09/2021	TAX	5521	LIVINGSTON COUNTY TREASURER	571.21
02/23/2021	TAX	5522	FOWLerville DIST LIBRARY	3,097.18
02/23/2021	TAX	5523	FOWLerville SCHOOLS	21,709.46
02/23/2021	TAX	5524	HOWELL AREA FIRE AUTHORITY	151,147.63
02/23/2021	TAX	5525	HOWELL CARNEGIE LIBRARY	107,485.21
02/23/2021	TAX	5526	HOWELL PUBLIC SCHOOLS	1,104.15
02/23/2021	TAX	5527	HOWELL PUBLIC SCHOOLS	829.65
02/23/2021	TAX	5528	HOWELL PUBLIC SCHOOLS	312,434.00
02/23/2021	TAX	5529	LIV EDUC SERVICE AGENCY	1,183.33
02/23/2021	TAX	5530	LIVINGSTON COUNTY TREASURER	2,172.19
02/23/2021	TAX	5531	LIVINGSTON COUNTY TREASURER	1,186.15
02/23/2021	TAX	5532	LIVINGSTON COUNTY TREASURER	75,225.08

TAX TOTALS:

Total of 22 Checks:	1,067,777.83
Less 0 Void Checks:	0.00
Total of 22 Disbursements:	1,067,777.83

Bank UTYCK UTILITY CHECKING

02/09/2021	UTYCK	2746	KISM, LLC	1,638.00
02/09/2021	UTYCK	2747	UIS SCADA	731.00
02/09/2021	UTYCK	590003297 (E)	AT&T	85.33
02/09/2021	UTYCK	590003298 (E)	AT&T	85.67
02/09/2021	UTYCK	590003299 (E)	AT&T	86.13
02/09/2021	UTYCK	590003300 (E)	AT&T	80.63
02/09/2021	UTYCK	590003301 (E)	AT&T	264.44

Check Date	Bank	Check	Vendor Name	Amount
02/09/2021	UTYCK	590003302 (E)	AT&T	236.99
02/09/2021	UTYCK	590003303 (E)	DTE ENERGY	140.99
02/09/2021	UTYCK	590003304 (E)	DTE ENERGY	182.68
02/09/2021	UTYCK	590003305 (E)	DTE ENERGY	402.07
02/23/2021	UTYCK	2748	US POSTMASTER	1,500.00
02/23/2021	UTYCK	590003306 (E)	AT&T	14.49
02/23/2021	UTYCK	590003307 (E)	CONSUMERS ENERGY	751.53
02/23/2021	UTYCK	590003308 (E)	CONSUMERS ENERGY	20.08
02/23/2021	UTYCK	590003309 (E)	CONSUMERS ENERGY	100.68
02/23/2021	UTYCK	590003310 (E)	DTE ENERGY	321.95
02/23/2021	UTYCK	590003311 (E)	DTE ENERGY	205.60
02/23/2021	UTYCK	590003312 (E)	DTE ENERGY	622.41
02/23/2021	UTYCK	590003313 (E)	DTE ENERGY	387.55
02/23/2021	UTYCK	590003314 (E)	DTE ENERGY	199.96
02/23/2021	UTYCK	590003315 (E)	DTE ENERGY	291.03
02/23/2021	UTYCK	590003316 (E)	DTE ENERGY	4,358.13
02/23/2021	UTYCK	590003317 (E)	DTE ENERGY	50.51

UTYCK TOTALS:

Total of 24 Checks:	12,757.85
Less 0 Void Checks:	0.00
Total of 24 Disbursements:	12,757.85

REPORT TOTALS:

Total of 66 Checks:	1,100,700.39
Less 0 Void Checks:	0.00
Total of 66 Disbursements:	1,100,700.39

Agrees with Invoice Register Bk