

HOWELL TOWNSHIP BOARD MEETING

3525 Byron Road
Howell, MI. 48855
September 12, 2022
6:30 pm

1. Call to Order:
2. Roll Call: Mike Coddington () Jeff Smith ()
 Jean Graham () Harold Melton ()
 Jonathan Hohenstein () Mike Newstead ()
 Matthew Counts ()
3. Pledge of Allegiance:
4. Call to the Board:
5. Open Public Hearing – Application for IFT MS Ultrasonic Technology LLC
6. Approval of the Minutes:
 - A. Regular Board meeting August 8, 2022
7. Correspondence:
8. Call to the Public:
9. Unfinished Business:
 - A. Remaining Capacity within Sanitary System Pump Station 75 an 76
10. New Business:
 - A. Resolution 09.22.515 Hazard Mitigation Plan
11. Close Session: N. Burkhart Property, Burkhart Ridge, Oakland Tactical
12. Reports:
 - A. Supervisor B. Treasurer C. Clerk D. Zoning
 - E. Assessing F. Fire Authority G. MHOOG H. Planning Commission
 - I. Z B A J. WWTP K. HAPRA L. Property Committee
13. Call to the Public:
14. Disbursements:
 - Regular and Check Register
15. Adjournment:

5

Application for Industrial Facilities Tax Exemption Certificate

Issued under authority of Public Act 198 of 1974, as amended. Filing is mandatory.

INSTRUCTIONS: File the completed application and the required attachments with the clerk of the local government unit. If you have any questions regarding the completion of this form, call 517-335-7460.

To be completed by Clerk of Local Government Unit	
Signature of Clerk <i>Jan Strabon</i>	Date Received by Local Unit <i>August 4th, 2022</i>
STC Use Only	
Application Number	Date Received by STC

APPLICANT INFORMATION
All boxes must be completed.

▶ 1a. Company Name (Applicant must be the occupant/operator of the facility) MS Ultrasonic Technology, LLC	▶ 1b. Standard Industrial Classification (SIC) Code - Sec. 2(10) (4 or 6 Digit Code) 3699	
▶ 1c. Facility Address (City, State, ZIP Code) (real and/or personal property location) 1240 Packard Drive, Howell MI 48843	▶ 1d. City/Township/Village (indicate which) Howell	▶ 1e. County Livingston
▶ 2. Type of Approval Requested <input checked="" type="checkbox"/> New (Sec. 2(5)) <input type="checkbox"/> Transfer <input type="checkbox"/> Speculative Building (Sec. 3(8)) <input type="checkbox"/> Rehabilitation (Sec. 3(6)) <input type="checkbox"/> Research and Development (Sec. 2(10)) <input type="checkbox"/> Increase/Amendment	▶ 3a. School District where facility is located Howell	▶ 3b. School Code 47070
▶ 4. Amount of years requested for exemption (1-12 Years) 12		

5. Per section 5, the application shall contain or be accompanied by a general description of the facility and a general description of the proposed use of the facility, the general nature and extent of the restoration, replacement, or construction to be undertaken, a descriptive list of the equipment that will be part of the facility. Attach additional page(s) if more room is needed.

We recently purchased the building that formerly housed Mott Community College. We are gutting the classroom areas in order to provide a modern office area and shop floor for our employees and customers; this will allow the building to be used for business and manufacturing purposes now and in the future. We are also purchasing new equipment, furniture, etc. for the building. Please see attached sheets with details of improvements.

6a. Cost of land and building improvements (excluding cost of land).....	▶ <u>\$3,722,967</u>
* Attach list of improvements and associated costs. * Also attach a copy of building permit if project has already begun.	Real Property Costs
6b. Cost of machinery, equipment, furniture and fixtures.....	▶ <u>\$ 542,186</u>
* Attach itemized listing with month, day and year of beginning of installation, plus total	Personal Property Costs
6c. Total Project Costs	▶ <u>\$4,265,153</u>
* Round Costs to Nearest Dollar	Total of Real & Personal Costs

7. Indicate the time schedule for start and finish of construction and equipment installation. Projects must be completed within a two year period of the effective date of the certificate unless otherwise approved by the STC.

	Begin Date (M/D/Y)	End Date (M/D/Y)	
Real Property Improvements	▶ <u>06/01/2021</u>	<u>12/31/2022</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased
Personal Property Improvements	▶ <u>06/01/2021</u>	<u>12/31/2022</u>	▶ <input checked="" type="checkbox"/> Owned <input type="checkbox"/> Leased

▶ 8. Are State Education Taxes reduced or abated by the Michigan Economic Development Corporation (MEDC)? If yes, applicant must attach a signed MEDC Letter of Commitment to receive this exemption. Yes No

▶ 9. No. of existing jobs at this facility that will be retained as a result of this project. 0 ▶ 10. No. of new jobs at this facility expected to create within 2 years of completion. 50

11. Rehabilitation applications only: Complete a, b and c of this section. You must attach the assessor's statement of SEV for the entire plant rehabilitation district and obsolescence statement for property. The Taxable Value (TV) data below must be as of December 31 of the year prior to the rehabilitation.

a. TV of Real Property (excluding land)

b. TV of Personal Property (excluding inventory)

c. Total TV


▶ 12a. Check the type of District the facility is located in:
 Industrial Development District Plant Rehabilitation District

▶ 12b. Date district was established by local government unit (contact local unit) ▶ 12c. Is this application for a speculative building (Sec. 3(8))?
 Yes No

APPLICANT CERTIFICATION - complete all boxes.

The undersigned, authorized officer of the company making this application certifies that, to the best of his/her knowledge, no information contained herein or in the attachments hereto is false in any way and that all are truly descriptive of the industrial property for which this application is being submitted.

It is further certified that the undersigned is familiar with the provisions of P.A. 198 of 1974, as amended, being Sections 207.551 to 207.572, inclusive, of the Michigan Compiled Laws; and to the best of his/her knowledge and belief, (s)he has complied or will be able to comply with all of the requirements thereof which are prerequisite to the approval of the application by the local unit of government and the issuance of an Industrial Facilities Exemption Certificate by the State Tax Commission.

13a. Preparer Name Christine Greck	13b. Telephone Number (517) 889-7403	13c. Fax Number	13d. E-mail Address Christine.greck@
14a. Name of Contact Person same as above	14b. Telephone Number	14c. Fax Number	14d. E-mail Address MS-ultrasonic.com
▶ 15a. Name of Company Officer (No Authorized Agents) Rouven Muell			
15b. Signature of Company Officer (No Authorized Agents) 		15c. Fax Number	15d. Date 8/3/2022
▶ 15e. Mailing Address (Street, City, State, ZIP Code) 1240 Packard Drive, Howell, MI 48843		15f. Telephone Number (517) 889-7400	15g. E-mail Address rouven.muell@

MS-ultrasonic.com

LOCAL GOVERNMENT ACTION & CERTIFICATION - complete all boxes.

This section must be completed by the clerk of the local governing unit before submitting application to the State Tax Commission. Check items on file at the Local Unit and those included with the submittal.

▶ 16. Action taken by local government unit <input type="checkbox"/> Abatement Approved for _____ Yrs Real (1-12), _____ Yrs Pers (1-12) After Completion <input type="checkbox"/> Yes <input type="checkbox"/> No <input type="checkbox"/> Denied (Include Resolution Denying)	16b. The State Tax Commission Requires the following documents be filed for an administratively complete application: Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Original Application plus attachments, and one complete copy <input type="checkbox"/> 2. Resolution establishing district <input type="checkbox"/> 3. Resolution approving/denying application. <input type="checkbox"/> 4. Letter of Agreement (Signed by local unit and applicant) <input type="checkbox"/> 5. Affidavit of Fees (Signed by local unit and applicant) <input type="checkbox"/> 6. Building Permit for real improvements if project has already begun <input type="checkbox"/> 7. Equipment List with dates of beginning of installation <input type="checkbox"/> 8. Form 3222 (if applicable) <input type="checkbox"/> 9. Speculative building resolution and affidavits (if applicable)
16a. Documents Required to be on file with the Local Unit Check or Indicate N/A if Not Applicable <input type="checkbox"/> 1. Notice to the public prior to hearing establishing a district. <input type="checkbox"/> 2. Notice to taxing authorities of opportunity for a hearing. <input type="checkbox"/> 3. List of taxing authorities notified for district and application action. <input type="checkbox"/> 4. Lease Agreement showing applicants tax liability.	
16c. School Code	
17. Name of Local Government Body	▶ 18. Date of Resolution Approving/Denying this Application

Attached hereto is an original application and all documents listed in 16b. I also certify that all documents listed in 16a are on file at the local unit for inspection at any time, and that any leases show sufficient tax liability.

19a. Signature of Clerk	19b. Name of Clerk	19c. E-mail Address
19d. Clerk's Mailing Address (Street, City, State, ZIP Code)		
19e. Telephone Number	19f. Fax Number	

State Tax Commission Rule Number 57: Complete applications approved by the local unit and received by the State Tax Commission by October 31 each year will be acted upon by December 31. Applications received after October 31 may be acted upon in the following year.

For faster service, email the completed application and additional required documentation to PTE@michigan.gov.

An additional submission option is to mail the completed application and required documents to:

Michigan Department of Treasury
State Tax Commission
PO Box 30471
Lansing, MI 48909

STC USE ONLY				
▶ LUCI Code	▶ Begin Date Real	▶ Begin Date Personal	▶ End Date Real	▶ End Date Personal

MS ULTRASONIC TECHNOLOGY, LLC
SUMMARY OF COSTS

ASSET TYPE

Real Property Improvements	3,457,967.25	
Real Property In Process	265,000.00	
Real Property Improvements total		3,722,967.25
Personal Property Improvements	522,186.02	
Personal Property In Process	20,000.00	
Personal Property Improvements total		542,186.02

**MS ULTRASONIC TECHNOLOGY, LLC
REAL PROPERTY IMPROVEMENTS**

Asset#	Sub-#	Capitalized on	Asset description	Acquis.val.
11000000	0	6/30/2022	BUILDING 1240 Packard Drive	1,919,009.05
11500003	0	1/31/2022	Channel letter sign MS with MS Tech Group	12,300.00
11500004	0	3/1/2022	Smoking Shelter Benches	1,627.25
11500005	0	6/30/2022	IT Infrastructure NTS new building	49,839.29
11500006	0	6/30/2022	Renovations 1240 Packard Drive	1,443,416.71
11500006	1	6/30/2022	Demolition 00.008	16,657.94
11500007	0	6/1/2022	Crib Walls 00.020	11,410.80
11500008	0	6/1/2022	Mailbox, large locking with post 00.022	555.98
11500009	0	6/1/2022	Conference Room Privacy Blinds 00.025	1,888.60
11500010	0	6/1/2022	Doorstops, Pacific Doorware 00.026	544.55
11500011	0	6/1/2022	Parking Blocks, Green Commercial	717.08
				3,457,967.25

**MS ULTRASONIC TECHNOLOGY, LLC
PERSONAL PROPERTY IMPROVEMENTS**

Company Code	Asset#	Sub-#	Capitalized on	Asset description	Acquis.val.
0305	50000297	1	6/1/2022	ACCUPRESS Table 00.027	1,414.33
0305	62000029	1	6/1/2022	Zwick Roell Screw Grips & Jaw Inserts	7,777.00
0305	62000034	0	6/1/2021	Hoist Forklift F220B	97,200.00
0305	62000035	0	7/30/2021	MS JOY Tooling Set WELDING MS sonx	2,130.65
0305	62000036	0	7/30/2021	MS JOY Tooling Set CUT AND WELD so	3,732.32
0305	62000037	0	7/30/2021	MS JOY Tooling Set CUT AND WELD so	2,217.39
0305	62000038	0	12/2/2021	Floor Scale, low profile ULINE H754	1,740.69
0305	62000039	0	12/2/2021	Black metal storage cabinets x6	3,020.58
0305	62000040	0	1/12/2022	Viper Floor Scrubbber AS6690T-US	8,374.00
0305	62000041	0	12/1/2021	Siemens BOS14351 Fusible Bus Plug	1,484.75
0305	62000042	0	1/31/2022	sonxLAB 30 kHz Setup Kit	5,536.18
0305	62000045	0	3/31/2022	Plasma Cutter ESAP PT32 SN: PH-J2270	500.00
0305	62000046	0	4/1/2022	MS sonxSYS COMBINE STC 3.0 V	70,000.00
0305	62000047	0	5/1/2022	Optima Heavy Duty Scale	4,391.58
0305	62000047	1	6/1/2022	Optima Heavy Duty Scale Freight	531.33
0305	62000048	0	6/1/2022	Bosch Rotary Laser Kit (REVOLVE900)	688.63
0305	62000049	0	6/1/2022	Shop Work Tables x18 00.014	11,164.93
0305	62000050	0	6/1/2022	Panel Build A-Frame x2 00.015	4,949.96
0305	62000051	0	6/1/2022	KANBAN Racks x8 00.016	7,585.38
0305	62000052	0	6/1/2022	LVDT Test Stand 00.017	624.24
0305	62000053	0	6/1/2022	Customer Part Stand x2 00.018	4,379.50
0305	62000054	0	6/1/2022	Cabinet for scale pads 00.024	896.16
0305	62000055	0	6/1/2022	Programming Stand 00.012	2,364.63
0305	62000056	0	6/1/2022	Service Parts Locker 00.013	3,152.29
0305	62000057	0	6/1/2022	Shop Info Stand 00.019	142.57
0305	62000058	0	6/1/2022	Bridge Assembly Stand 00.021	2,266.91
0305	62000059	0	6/1/2022	Chrome Wire Shelving Unit x3	810.90
0305	62000060	0	6/1/2022	Simpson Power Washer PS3228	634.94
0305	63000322	0	12/1/2021	Refrigerator LG LFXS26596S 3-Door	2,965.88
0305	63000324	0	11/1/2021	Refrigerator LG LTCS20020S Top Freeze	739.88
0305	63000325	0	12/31/2021	LG NeoChef Microwave 2.0 cu.ft. LMC20	629.64
0305	63000326	0	1/31/2022	LG NeoChef Microwave 2.0 cu.ft. LMC20	246.76
0305	63000327	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000328	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000329	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000330	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000331	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000332	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000333	0	2/23/2022	ClickShare C-5 IEEE	969.55
0305	63000334	0	2/23/2022	VIZIO 75 inch TV M6 M75Q6-J03	771.68
0305	63000334	1	6/30/2022	Sanus TV Wall Mount	137.80
0305	63000335	0	2/23/2022	VIZIO 75 inch TV M6 M75Q6-J03	771.68
0305	63000335	1	6/1/2022	TV Wall Mount	27.92
0305	63000336	0	2/23/2022	VIZIO 75 inch TV M6 M75Q6-J03	771.68
0305	63000336	1	6/1/2022	TV Wall Mount	105.99
0305	63000337	0	2/23/2022	LG 86 inch TV UP8770	1,586.81
0305	63000338	0	3/4/2022	VIZIO 75 inch TV M6 M75Q6-J03	899.94
0305	63000339	0	3/4/2022	VIZIO 75 inch TV M6 M75Q6-J03	899.94
0305	63000340	0	3/4/2022	LG 86 inch TV UP8770	1,584.64
0305	63000341	0	2/28/2022	HeartSine Samaritan PAD 350P AEDx2	3,095.10

**MS ULTRASONIC TECHNOLOGY, LLC
PERSONAL PROPERTY IMPROVEMENTS**

0305	63000342	0	2/28/2022	GE Dishwasher GDT225SGL	925.24
0305	63000343	0	4/5/2022	ELO Touchscreen 4343L 42.5"	2,585.29
0305	63000344	0	3/31/2022	Samsung 85" TV	1,693.86
0305	63000345	0	6/30/2022	Office Furniture 1240 Packard	196,280.84
0305	63000346	0	6/1/2022	Metal Picnic Table H-9538G	2,374.40
0305	63000347	0	6/1/2022	Canvas Pictures MS 00.023	3,789.53
0305	63000348	0	6/1/2022	Trash Cans, Side Entry Black	477.00
0305	63000349	0	6/1/2022	Frigidaire EFR492 4.6 Fridge	312.69
0305	63000350	0	6/1/2022	USA Flag 15' x 20'	635.99
0305	63000351	0	6/1/2022	Wellness Room Furnishings	604.15
0305	63700039	0	7/8/2021	MSINB183 HP ZBook Create G7	3,878.20
0305	63700040	0	7/1/2021	MSINB182 HP ZBook Fury 17 G7	4,288.39
0305	63700041	0	8/25/2021	HP ZBook Fury 15 G7	2,818.11
0305	63700042	0	8/25/2021	HP ZBook Fury 15 G7	2,818.10
0305	63700043	0	1/25/2022	Dell Poweredge Server R7515	10,359.33
0305	63700044	0	12/20/2021	HP EliteBook x360 1030 G8	2,582.70
0305	63700045	0	2/8/2022	HP ProBook 450 G8	1,379.34
0305	63700046	0	2/8/2022	HP ProBook 450 G8	1,379.33
0305	63700047	0	2/16/2022	HP EliteOne 800 G6	1,431.33
0305	63700048	0	3/16/2022	HP EliteBook x360 1030 G8	2,339.72
0305	63700049	0	3/29/2022	HP Elite Dragonfly G2 Core - 38S10UT#A	2,336.19
0305	63700050	0	3/31/2022	Cisco Merqaki Switch	2,856.19
0305	63700051	0	3/31/2022	ClickShare Button Gen4 x5	1,032.07
	63700052	0	3/31/2022	Cisco Nexus Transceiver	1,274.00
0305					
					522,186.02

MS ULTRASONIC TECHNOLOGY, LLC
ITEMS NOT YET COMPLETED

	REAL PROPERTY	PERSONAL PROPERTY
Office furniture		20,000.00
Air compressor	45,000.00	
AC/Furnace	200,000.00	
Painting	20,000.00	
TOTAL	265,000.00	20,000.00

**RESOLUTION APPROVING APPLICATION OF
MS Ultrasonic Technology, LLC
FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
FOR REAL PROPERTY
09.22.514**

At a regular meeting of the Township Board of the Township of Howell, held on September 12, 2022 at the Howell Township Hall located at 3525 Byron Road, Howell, Michigan 48855, at 6:30 P.M. local time.

PRESENT:

ABSENT: None

The following preamble and resolution were offered by XXXX and supported by XXXX.

WHEREAS, pursuant to P.A. 198 of 1974, M.C.L. 207.551 et seq., after a duly noticed public hearing held on September 12, 2022 the Howell Township Board of Trustees by resolution established Howell Township Industrial Development District No. 4; and

WHEREAS, MS Ultrasonic Technology, LLC has filed an application for an Industrial Facilities Exemption Certificate with respect to real and personal property in the amount of \$4,265,153 to be acquired at 1240 Packard Drive, Howell MI 48843, District No. 4; and

WHEREAS, before acting on said application, the Howell Township Board of Trustees held a hearing on September 12, 2022 at the Howell Township Hall, 3525 Byron Road, Howell, MI, at 6:30 p.m., at which hearing the applicant, the Assessor and a representative of the affected taxing units were given written notice and were afforded an opportunity to be heard on said application; and

WHEREAS, construction of the facility and installation of new machinery and equipment had not begun earlier than six (6) months before September 12, 2022 the date of acceptance of the application for the Industrial Facilities Exemption Certificate; and

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

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

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

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

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

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

SEC 28 T3N R4E PART OF LOTS 11 & 12 TRANS-WEST INDUSTRIAL CENTER COMM AT NE COR LOT 11 TH ALG N LN SD LOT 11 S 88* 56' 31" W 450.00 FT TH S 65* 51' 10" W 107.00 FT TH S 44* 34' 02" W 117.18 FT FOR POB TH S 49* 13' 39" E 214.90 FT TH S 01* 02' 52" E 192.15 FT TH S 33* 48' 04" W 165.91 FT TH 406.39 FEET ALG N'LY ROW CSX RR NE ON AN ARC RIGHT RADIUS 2656.12 FT DE;TA 08* 45' 59" CHOURD BEARS N 51* 48' 57" W 405.99 FT TH N 47* 25' 58" W 50.00 FT TH N 46* 25' 58" W 98.27 FT TH N 45* 25' 58" W 180.99 FT TH ALG NW'LY LN LOT 12 N 44* 34' 02" E 308.56 FT TH S 49* 13' 39" E 565.61 FT TO POB 5.01 AC SPLIT 11/15/2000 FROM 027

Be and the same is hereby approved.

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

AYES:

NAYS:

RESOLUTION DECLARED PASTED.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Board of Trustees of Howell Township, County of Livingston, State of Michigan, at a regular meeting held on September 12, 2022.

Jean Graham
Howell Township Clerk

AGREEMENT FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE
REAL PROPERTY

THIS AGREEMENT FOR INDUSTRIAL FACILITIES EXEMPTION CERTIFICATE dated September 12, 2022 is between MS Ultrasonic Technology, LLC, 1240 Packard Drive., Howell, MI 48843 and Howell Township (“Township”), a Michigan municipal corporation, located at 3525 Byron Road, Howell, MI 48855.

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

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

NOW, THEREFORE, the Township and MS Ultrasonic Technology LLC agree as follows:

1. MS Ultrasonic Technology LLC shall expend not less than \$3,722,967.00 on real property costs and building improvements, and \$542,186 on cost of machinery, equipment, furniture and fixtures located at 1240 Packard Drive., Howell, MI 48843 (the “Facility”), consistent with the Application.

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

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

- a. The number of new jobs created and/or the number of jobs retained by MS Ultrasonic Technology LLC and the respective hourly rates for each; and
- b. If MS Ultrasonic Technology LLC's projections for creation or retention of jobs, as estimated in its Application, are not reached, an explanation; and
- c. A detailed project accounting for the monies expended on the real property and improvements that year and for the term of the Certificate, as identified in the Application.

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

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

6. MS Ultrasonic Technology LLC, its successor, assign, leaser, person or entity having control or dominion over the facility, as described in the Application, and the Township further agree that the Township may request a reduction in the term of the Certificate, a revocation of the Certificate and/or recovery from MS Ultrasonic Technology, LLC, its successor, assign, leaser, person or entity having control or dominion over the facility, of the amount of taxes which were abated to the extent that the that the additional real property costs, building improvements and

machinery equipment, furniture and fixtures of the Facility have not been completed, expenditures made, or employment reached or retained as represented by MS Ultrasonic Technology LLC in the Application. Achievement of the stated conditions in this Agreement shall be reviewed as deemed necessary by the Township to ensure compliance with the Application, and failure to have met or maintained the conditions may be grounds for revocation of the Tax Facility Exemption Certificate.

7. By execution of this Agreement, it is understood that MS Ultrasonic Technology LLC's investment in the Facility and the Township's investment in granting of the Certificate is to encourage economic growth within the Township. The Township acknowledges that in some instances, economic conditions may prevent MS Ultrasonic Technology LLC from complying fully with this Agreement and the terms of the Application. The Township will give MS Ultrasonic Technology LLC an opportunity to explain the reasons for any variations from the representations contained in the Application and will evaluate MS Ultrasonic Technology LLC's situation prior to taking any action.

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

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

10. This Agreement shall be interpreted in accordance with the laws of the State of Michigan. Upon default, the other party shall be liable to the non-defaulting party for the

reasonable attorney fees and court costs which may be incurred in enforcing a term or condition of this Agreement. This Agreement shall supersede the terms and conditions of any prior agreements, oral, written or implied and represents the entire agreement of the Parties.

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

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

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

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

MS Ultrasonic Technology LLC

By: _____

Its: _____

Dated: _____

Howell Township

By: _____

Its: Mike Coddington, Supervisor

Dated: _____

Howell Township

By: _____

Its: Jean Graham, Clerk

Dated: _____

RESOLUTION ESTABLISHING AN INDUSTRIAL DEVELOPMENT DISTRICT

FOR

Transwest Industrial Park

WHEREAS, pursuant to Act No. 198 of 1974, as amended, Howell Township has the authority to establish an Industrial Development District within Howell Township; and

WHEREAS, R.A. DeMattia Company has petitioned Howell Township to establish an Industrial Development District on its property located in Howell Township hereinafter described in Exhibit A, and

WHEREAS, construction, acquisitions, alterations, or installation of a proposed facility has not commenced at the time of filing the request to establish this district; and

WHEREAS, written notice has been given by mail to all owners of real property located within the district, and to the public by newspaper advertisement in the Livingston County Press and /or public posting of the hearing on the establishment of the proposed district; and

WHEREAS, on June 26, , 1989 a public hearing was held at which all of the owners of real property within the proposed Industrial Development District and all residents and taxpayers of Howell Township were afforded an opportunity to be heard thereon; and

WHEREAS, Howell Township deems it to be in the public interest of the Township to establish the Industrial Development District as proposed;

NOW THEREFORE BE IT RESOLVED by the Board of Trustees of Howell Township that the following described parcel of land situated in Howell Township, Livingston County, and State of Michigan, attached as Exhibit A., be and here is established as an Industrial Development District pursuant to the provision of Act No. 198 of the Public Acts of 1974 to be known as Howell Township Industrial Development District No. 4.

Ayes: Wylie, Heinonen, Smith, Hubbel, Riley

Nayes: None

Resolution Declared Adopted.

I hereby certify that the foregoing constitutes a true and complete copy of a resolution adopted by the Township of Howell at a regular meeting on June 26 , 1989.

Date: June 30, 1989

Joanne Heinonen
Joanne Heinonen
Howell Township Clerk

6A

**HOWELL TOWNSHIP REGULAR BOARD
PROPOSED MEETING MINUTES**

3525 Byron Road Howell, MI 48855
August 8, 2022, 6:30 P.M.

MEMBERS PRESENT:

Mike Coddington	Supervisor
Jean Graham	Clerk
Jonathan Hohenstein	Treasurer
	Trustee
Harold Melton	Trustee
Michael Newstead	Trustee
Jeff Smith	Trustee

MEMBERS ABSENT:

Matthew Counts

ALSO IN ATTENDANCE: Michael Chosid, Paul Chosid, Brent LaVanway, Tim Boal, Dana Boal, Bill Graham, Bob Wilson

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

All rose for the Pledge of Allegiance.

APPROVAL OF THE AGENDA:

August 8, 2022

MOTION by Melton, seconded by Newstead, **"TO APPROVE THE AUGUST 8, 2022 REGULAR MEETING AGENDA AS PRESENTED."** Discussion followed. Motion carried.

APPROVAL OF BOARD MEETING MINUTES:

July 11, 2022,

MOTION by Hohenstein, seconded by Melton, **"TO APPROVE THE JULY 11, 2022 REGULAR MEETING MINUTES AS PRESENTED."** Discussion followed. Motion carried.

CORRESPONDENCE:

No additions.

CALL TO THE PUBLIC:

None

UNFINISHED BUSINESS:

None

NEW BUSINESS:

- A. Waste Water Treatment Plant presentation by Greg Tatara & James Aulette from MHOG, also covering spreadsheet on required repair and capital improvements. **MOTION** by Hohenstein, second by Melton, **"TO ACCEPT PROJECTS 1, 2, 3, 5, & C1 AS PRESENTED FOR TOTAL OF \$231,473.00 WITH 20% CONTINGENCES AND TO AMEND THE BUDGET AS NEEDED TO USE ARPA FUNDS."** Discussion followed. Motion carried. Questions/Discussion on Howell Township Engineering Standards. **MOTION**

- by Hohenstein, second by Newstead, **“TO ACCEPT HOWELL TOWNSHIP ENGINEERING STANDARDS DATED JUNE 2022 AS PRESENTED.”** Discussion Followed. Motion carried.
- B. BS&A Software and Services for Cloud Upgrade presented by Hohenstein & Kilpela. **MOTION** by Smith, second by Newstead, **“TO ACCEPT THE PROPOSAL FOR \$48,235 FOR CLOUD BASE BS&A AS PRESENTED.”** Discussion Followed. Motion carried.
- C. Burkhart Ridge Manufactured Housing Community REU Request. **MOTION** by Hohenstein, second by Smith, **“MOVE TO DENY REQUEST FROM BURKHART RIDGE FOR AN REU REDUCTION.”** Discussion Followed. Motion carried
- D. End of year Budget June 30, 2022 and Cash Flow covered by Brent Kilpela - **MOTION** by Newstead, second by Hohenstein, **“TO INCREASE THE AT LARGE LEGAL EXPENSE BY \$15,000 TO ACCOUNT FOR ADDITIONAL LEGAL EXPENSES.”** Discussion Followed. Motion carried

MOTION by Smith, second by Hohenstein, **“TO REQUEST AN 5 MINUTE RECESS.”** Motion Carried
Motion by Melton, second by Graham, **TO ENTER BACK INTO OPEN SESSION.”** Motion Carried.

REPORTS:

- A. SUPERVISOR:
 Still working on contract with Sherriff for Zoning
- B. TREASURER:
 Rainbow
 Oakland Tactical
 Delinquent taxes
- C. CLERK:
 Elections
 Cemetery – Spicer Investigation on ground water: consensus from the board to move forward and havr Spicer get bids on tiling the cemetery.
- D. ZONING:
 (See Zoning Administrator Daus’s prepared written report.)
- E. ASSESSING:
 (See Assessor Kilpela’s prepared written report.)
- F. Fire Authority:
 (See prepared written report by Hohenstein.)
- G. MHOG:
 (See prepared written report by Hohenstein.)
- H. PLANNING COMMISSION:
 Covered Master Plan
- I. ZONING BOARD OF APPEALS (ZBA)
 No meeting in July.
- J. WWTP:
 Covered under new business.

K. HAPRA

No meeting in July.

L. PROPERTY COMMITTEE:

N.Burkhart Road Property purchase: **MOTION** by Hohenstein, second by Melton, **"TO ACCEPT THE UPDATED AGREEMENT AS PRESENTED FOR PROPERTY 4706-17-400-31 FOR \$215,000."** Motion carried. **MOTION** by Hohenstein, second Newstead, **"TO ACCEPT RESOLUTION #08.22.513 FOR PROPERTY 4706-17-400-031 FOR \$215,000."** Discussion followed. Roll call: Newstead-Y, Hohenstein-Y, Smith-Y, Melton-Y, Coddington-Y, Graham-Y, Counts-absent.
Motion passed 6-0.

CALL TO THE PUBLIC:

Bill Graham Addressed the Board

DISBURSEMENTS: REGULAR AND CHECK REGISTER:

MOTION by Hohenstein, seconded by Melton, **"TO APPROVE THE REGULAR DISBURSEMENTS AS PRESENTED, ALSO ANY NORMAL AND CUSTOMARY PAYMENTS FOR THE MONTH."** Discussion followed. Motion carried.

ADJOURNMENT:

MOTION by Newstead, seconded by Hohenstein, **"TO ADJOURN."** Motion carried. The meeting adjourned (8:45 pm).

As Presented: _____ X _____

As Amended: _____

As Corrected: _____

Dated: _____ September 12, 2022 _____

Howell Township Clerk
Jean Graham

Mike Coddington
Howell Township Supervisor

Jean Graham, Recording Secretary

9A

Howell Township, Michigan

Remaining Capacity within Sanitary System Pump Stations 75 and 76

Gallons Per Day per REU
218

Pump Station 76			
Allotted REUs		Total REUs in Use	
Total Allotted REUs	582 REU	Total Used REUs	232 REU
Allotted Gallons per Day	126876 gpd	Used Gallons per Day	50576 gpd
Allotted Gallons per Minute	88 gpm	Used Gallons per Minute	35 gpm
Standard Peaking Factor	4 unitless	Standard Peaking Factor	4 unitless
Allotted Peak Flow	352 gpm	Used Peak Flow	140 gpm
Downstream Pump Station Pump Capacity	334 gpm	Downstream Pump Station Pump Capacity	334 gpm
Peak GPM Remaining	-18 gpm	Peak GPM Remaining	194 gpm
Gallons per Minute Remaining	-4 REU	Gallons per Minute Remaining	48 REU
Gallons per Day Remaining	-5760 gpd	Gallons per Day Remaining	69120 gpd
Total REUs Remaining	-26 REU	Total REUs Remaining	317 REU

Pump Station 75			
Allotted REUs		Total REUs in Use	
Total Allotted REUs	800 REU	Total Used REUs	291.4 REU
Allotted Gallons per Day	174400 gpd	Used Gallons per Day	63525.2 gpd
Allotted Gallons per Minute	121 gpm	Used Gallons per Minute	44 gpm
Standard Peaking Factor	4 unitless	Standard Peaking Factor	4 unitless
Allotted Peak Flow	484 gpm	Used Peak Flow	176 gpm
Downstream Pump Station Pump Capacity	927 gpm	Downstream Pump Station Pump Capacity	927 gpm
Peak GPM Remaining	443 gpm	Peak GPM Remaining	751 gpm
Gallons per Minute Remaining	110 REU	Gallons per Minute Remaining	187 REU
Gallons per Day Remaining	158400 gpd	Gallons per Day Remaining	269280 gpd
Total REUs Remaining	727 REU	Total REUs Remaining	1235 REU

10A

RESOLUTION: 09.22.515

APPROVING THE LIVINGSTON COUNTY HAZARD MITIGATION PLAN

WHEREAS, the Livingston County Emergency Management Department is hereby suggesting the Township of Howell, as a local unit of government, to formally adopt the Livingston County Hazard Mitigation Plan, and;

WHEREAS, the Livingston County Emergency Management Department in conjunction with the Livingston County Planning Department, has compiled and developed a Hazard Mitigation Plan unique to Livingston County, and;

WHEREAS, the Michigan State Police Emergency Management and Homeland Security Division has reviewed and approved the plan, and the FEMA subject matter expert has reviewed and accepted the plan with a letter of initial approval, and;

WHEREAS, the formal approval of this plan by FEMA is contingent of the adoption by the Livingston County Board of Commissioners and the Township of Howell as a participating jurisdiction in the plan, and;

WHEREAS, the Livingston County Board of Commissioners has adopted the Livingston County Hazard Mitigation Plan, dated and sealed on December 22, 2021, and;

WHEREAS, FEMA accepted and approved the Livingston County Plan on April 4, 2022, and;

THEREFORE, BE IT RESOLVED, the Howell Township Board formally approves the Hazard Mitigation Plan developed by Livingston County.

Yeas: _____

Nays: _____

Absent _____

Adopted by the Howell Township Board on September 12, 2022.

Mike Coddington
Howell Township Supervisor

Jean Graham
Howell Township Clerk

12D

Monthly Permit List

09/08/2022

MHOG

Permit #	Contractor	Job Address	Fee Total
PMHOG22-021	GARBAGE MAN LLC	2000 N BURKHART	\$0.00
Work Description: IRRIGATION METER			
PMHOG22-022	HENDRIX MICHAEL	3078 IVY WOOD CIR	\$0.00
Work Description:			
PMHOG22-012	WESTVIEW CAPITAL LLC	3065 IVY WOOD CIR	\$0.00
Work Description:			
PMHOG22-023	WESTVIEW CAPITAL LLC	3071 IVY WOOD CIR	\$0.00
Work Description:			
Total Permits For Type:			4
Total Fees For Type:			\$0.00

Residential Land Use

Permit #	Contractor	Job Address	Fee Total
P22-104	SCHIJANOW STEVEN AND CH	178 E ALLEN	\$50.00
Work Description: 4 FT CHAIN LINK FENCE IN BACK YARD.			
P22-105	NANTZ JOHN AND MELINDA	3628 WARNER	\$10.00
Work Description: ADDING INTERIOR WALLS TO AN EXISTING POOL BARN.			
P22-106	GILL RANDALL S AND KAYLA	5371 FISHER RD	\$10.00
Work Description: FIRE RESTORATION			
P22-107	RUDDLE JAMES JR AND CARO	5758 MASON RD	\$10.00
Work Description: TEAR OFF AND RE-SHINGLE HOUSE AND GARAGE			
P22-108	HURLEY BILLY R & JOANN	201 EDGEMONT	\$50.00
Work Description: 9 PANEL ROOF MOUNT SOLAR ARRAY			
P22-109	REYNOLDS EARL & HEATHER	3601 OAK GROVE RD	\$50.00
Work Description: FENCE AROUND BACK YARD			
P22-111	DIPERNA JOHN, DIPERNA MA	5671 LAYTON	\$10.00
Work Description: TEAR OFF AND RE-ROOF 2 BARN.			

P22-113 HAMILTON JAMES R 3859 BYRON \$75.00
Work Description: 2 STORY ADDITION ON BACK OF HOME AND A ADDITION ON THE KITCHEN ON THE NORTH SIDE.

P22-114 WESTVIEW CAPITAL LLC 3065 IVY WOOD CIR \$75.00
Work Description: 2059 SQ FT BI-LEVEL DWELLING, A 2 CAR ATTACHED GARAGE AND A 10 X 12 WOOD DECK

P22-115 WESTVIEW CAPITAL LLC 3071 IVY WOOD CIR \$105.00
Work Description: 1830 SQ FT TWO STORY HOME ON UNFINISHED BASEMENT W 10' 10' PATIO

P22-116 JANOWIECKI MARK A & KARE 237 CASTLEWOOD \$10.00
Work Description: TEAR OFF AND RE-ROOF - NO STRUCTURAL CHANGES

P22-117 SMITH JEFFREY & KAREN 3774 MASON RD \$75.00
Work Description: 2,004 SQ FT RANCH HOME ON A FULL UNFINISHED BASEMENT AND A THREE CAR ATTACHED GARAGE

Total Permits For Type: 12
Total Fees For Type: \$530.00

Sign

Permit #	Contractor	Job Address	Fee Total
P22-110	1700 WEST HIGHLAND LLC	1700 W HIGHLAND	\$225.00
Work Description: REFACE POLE SIGN AND WALL SIGN. ADDING NEW WALL SIGN			
P22-112	TANGER PROPERTIES LLC	1475 N BURKHART G-170	\$175.00
Work Description: 21" X 120" LED LIT SIGN ON FRONT OF BUILDING.			

Total Permits For Type: 2
Total Fees For Type: \$400.00

Report Summary

Population: All Records
 Permit.DateIssued Between
 8/1/2022 12:00:00 AM AND
 8/31/2022 11:59:59 PM

Grand Total Fees: \$930.00
Grand Total Permits: 18

12E

Monthly Activity Report for August 2022 – Assessing Dept/Brent Kilpela

MTT UPDATE:

2022

Chestnut Woods v Howell Township: Filed answer to appeal on June 22nd. The Michigan Tax Tribunal Prehearing General Call set for May 1, 2023 with valuation disclosure due by February 1, 2023.

Antolin Interiors USA, Inc. v Howell Township: Filed answer to appeal on July 18th. The Michigan Tax Tribunal will schedule discovery and hearing dates according to their calendar.

SMALL CLAIMS TRIBUNAL:

Violet Storey v Howell Township: Hearing has been scheduled for September 1st. Prepared opposing viewpoints based on additional information provided from petitioner. This appeal stems from the March Board of Review denial.

ASSESSING OFFICE:

ASSESSOR: Field work is progressing. We have done sections 10-13 thus far. Started the preliminary work on the 2023 assessment roll. Attended zoom meeting with EagleView Pictometry. This was a follow up meeting to make sure everything was in order with the new flight. EagleView will work with BS&A to get the imagery as a selection within the BS&A software. This will work much like the GIS imagery does now.

OTHER: Attended monthly Waste Water Treatment Plant meeting. Started initial work with Gabridge auditors on annual audit.

12J

Howell Township
Wastewater Treatment Plant Meeting
Meeting: August 17, 2022 10am

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

Please see the attached report for details on the plant operation.

Outflow – James and his crew intend to clean up along the plant's outflow channel. Included are pictures of the current condition. Plant personnel and State officials should be able to walk along this channel at all times. James will be working toward getting it cleaned up, by removing brush and tree branches as necessary with the plan to keep it maintained.

IT – Currently the only computer at the plant runs the SCADA system. Both the SCADA software and the computer are from 2012. Greg is having their IT fix up a computer to take out to the plant for the other everyday needs of the plant that do not deal with SCADA. The new computer will not cost the Township anything. However, IT recommended a new router with the ability to VPN to Genoa Township. This would allow the plant operators to retrieve files stored at Genoa Township that are necessary for everyday reports. The Committee approved the attached quote due to the difficulty with keeping reports and data up to date for timely operation actions.

Recommend to accept all approvals from the Wastewater Committee as presented.

Respectfully submitted,
Jonathan Hohenstein

Howell Township Monthly Wastewater Operations Report



August 2022

Howell Township Wastewater System Operations Report August 2022

Table of Contents

Section 1 – Plant Operation

Attachment 1.1 – Written Operations Summary

Attachment 1.2 - Plant Performance Summary

Attachment 1.3 – EGLE Discharge Monitoring Report for July 2022

Attachment 1.4 - Process Data

Section 2 – Collection System Operation

2.1 – Written Maintenance Summary

2.2 – Weekly Inspection Data

2.3 – Maintenance Initiative Summary (Air Releases, Manhole Inspections, Valve Exercising, Sewer Cleaning)

2.4 – MISS DIG Summary

Section 3 – Capital Improvements

Attachment 3.1 –Project Cost and Status Summary

Howell Township Plant Operations

Summary

Please find in this report details that describe the monthly operating characteristics and the performance of the wastewater treatment plant, as well as any other noteworthy items that occurred in July.

During the last month of operations, we treated **7.2 MG** of wastewater with no permit violations

All of the monthly preventive maintenance was completed and is up to date at the plant.

Westech visited to evaluate the Clarifier that is offline. They were concerned with the integrity of the metal rake in the bottom of the tank. We are still waiting on the final report from Westech

On August 10, Brent Bodnar from EGLE visited the Howell Township WWTP for a tour. He was interested in seeing all of the improvements that have been made over last 6 weeks. He seemed very pleased with all of the work that has been done.

Process Summary

EQ Tank

- Operating North Tank
- 5 broken gate valves (repair spring 2023)

Influent Sampler

- Need to insulate and repair shed

Headworks

- Waiting on Oil Drum
- Signed quotes for Fine Screen and Influent Lining Project

FeCl₂ Chemical Room

- Need sump pump

Aeration Basin

- Boat needs to be repaired

Junction Chamber

- Design new mixing chamber

RAS Building & Clarifier

- New Pump Installed
- Put pump 1 in services

Sand Filters

- Signed quote for new air compressor

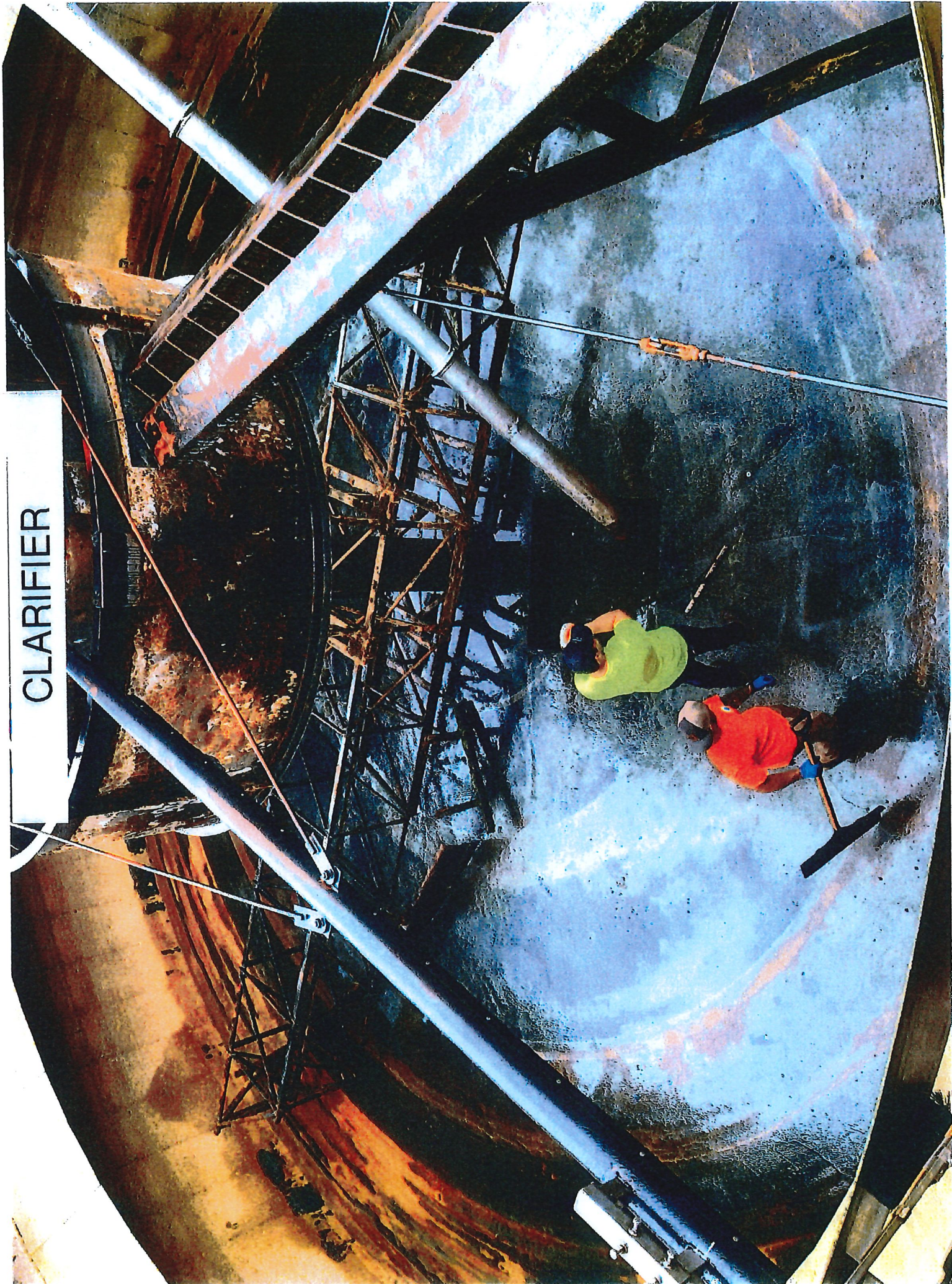
Post Aeration

- Nothing to report

UV System

- Signed quote for new system

CLARIFIER



WWTP OUTFALL



Howell Township Pump Stations

Summary

All Pump Stations were checked on a weekly schedule for the month of July.

We have met with Kennedy in regards to the SCADA system for the pump stations. We are still working with them to fix all alarms that do not work.

We have contacted contractors about Pump Station 71 rehab project and order material needed to complete this job. We will schedule the job when all of the material is onsite.

PS-70 (Trans West)

- Weekly Station Checks
- Manually Exercise Generator on Mondays

PS-71 (Burkhart North)

- Weekly Station Checks
- Gave Contractors approval for rehab project
- Started ordering parts for rehab project

PS-72 (Burkhart South)

- Weekly Station Checks

PS-73 (Lambert)

- Weekly Station Checks
- Transfer Switch is Bad (waiting on quotes)

PS-74 (Tooley)

- Weekly Station Checks
- Replaced PLC
- Filled Potholes on driveway

PS-75 (South Oak Grove)

- Weekly Station Checks

PS-76 (North Oak Grove)

- Weekly Station Checks
- Replaced Pump
- Waiting on New Soft Start
- Replaced Missing Low Level Float

PS-77 (Operator School)

- Weekly Station Checks

PS-78 (Grand River)

- Weekly Station Checks



Network Services Group, LLC

P.O. Box 7646 • Ann Arbor, MI 48107 • Voice/Fax (877) 815-6974 • Web <http://www.nsgroupllc.com>

Proposal Prepared Exclusively For

Genoa Township

Monday, August 15, 2022

Project Overview

This proposal contains pricing for a new Peplink Balance One VPN router for your new location in Howell Township.

This router will act as a router and firewall and provide access to the internet and a VPN tunnel back to Genoa Township Hall.

For the purpose of this proposal, we assume that power and ethernet connections are available in all required locations. Network cabling installation services are not included.

Qty	Desc	Unit	Ext
1	PEPLink Balance One Multi-Wan Router	\$ 499.00	\$ 499.00
	Configure and install PEPLink Balance One Router		
4	Create VPN tunnel back to Genoa Township Office	\$ 100.00	\$ 400.00
Total			\$ 899.00

Order Acknowledgement:

Name (Printed)

Title

Signature

Date

By signing above I authorize Network Services Group to proceed with the project described within this proposal and to order any required parts and materials that are required to do so. I also agree to provide a non-refundable deposit before work begins with the balance due upon completion. NSG will put forth a good faith effort to honor the pricing contained in this proposal for as long as possible, but cannot be held responsible for availability constraints or pricing increases by the manufacturer or distributor. If there is a discrepancy in the pricing at the time the order is placed you will be notified and may proceed or cancel the order at your option. All pricing and availability information is current as of the date on the proposal. Prices do not include sales tax. Invoice amounts over 30 days past due will accrue interest at the rate of 7% per annum. You will be responsible for all costs involved in collecting past due amounts, including interest, fees, and actual attorney fees.

12K

Howell Park & Recreation Meeting August 16, 2022

Presentation – Community Survey

Approved Life Insurance Plan – moving away from the city plan

Approved Friends of Livingston Dog Parks surrendering all right to HAPRA who will assume the operation & maintenance of the park.

Discussion Salary/wage scale

Directors report: Melon Festival Wrap up, Strategic Planning, Budget Session (scheduled for September 20th meeting @ 6:30pm)

Approved Consent Agenda: Check Register June & July 2022, Bank Statements June & July 2022, Financial Report June & July 2022, & Board Meeting minutes June 14, 2022

Residents - Asking to have outdoor pickle courts

SPORTS PROGRAMS

Row Labels	Count of Name
Brighton Township	22
City of Brighton	3
City of Howell	230
Cohoctah Township	33
Conway Township	7
Deerfield Township	34
Genoa Township	275
Green Oak Township	6
Hamburg Township	7
Handy Township/Fowlerville	41
Hartland Township	30
Howell Township	238
Iosco Township	27
Marion Township	346
Oceola Township	556
Other Area	42
Pinckney Village	2
Putnam Township	7
Tyrone Township	5
Unadilla Township	1
(blank)	3
Grand Total	1915

FITNESS MEMBERSHIPS & CLASSES

Row Labels	Count of Name
Brighton Township	20
City of Brighton	4
City of Howell	146
Cohoctah Township	9
Conway Township	3
Deerfield Township	17
Genoa Township	148
Green Oak Township	1
Hamburg Township	9
Handy Township/Fowlerville	4
Hartland Township	30
Howell Township	78
Iosco Township	6
Marion Township	94
Oceola Township	528
Other Area	37
Tyrone Township	3
Unadilla Township	1
Grand Total	1138

PARTICIPATION TOTALS

Row Labels	Count of Name
Brighton Township	279
City of Brighton	77
City of Howell	1330
Cohoctah Township	155
Conway Township	54
Deerfield Township	146
Genoa Township	1198
Green Oak Township	79
Hamburg Township	103
Handy Township/Fowlerville	229
Hartland Township	227
Howell Township	1044
Iosco Township	111
Marion Township	1306
Oceola Township	2397
Other Area	551
Pinckney Village	20
Putnam Township	52
Tyrone Township	30
Unadilla Township	17
(blank)	88
Grand Total	9493

50&BEYOND + TRAVEL

Row Labels	Count of Name
Brighton Township	9
City of Brighton	6
City of Howell	81
Cohoctah Township	3
Conway Township	1
Deerfield Township	10
Genoa Township	71
Hamburg Township	2
Handy Township/Fowlerville	3
Hartland Township	5
Howell Township	50
Iosco Township	2
Marion Township	69
Oceola Township	162
Other Area	23
Pinckney Village	1
Putnam Township	4
Grand Total	502

SPECIAL EVENTS

Row Labels	Count of Name
Brighton Township	81
City of Brighton	17
City of Howell	256
Cohoctah Township	37
Conway Township	13
Deerfield Township	24
Genoa Township	238
Green Oak Township	19
Hamburg Township	30
Handy Township/Fowlerville	62
Hartland Township	38
Howell Township	212
Iosco Township	24
Marion Township	238
Oceola Township	342
Other Area	115
Pinckney Village	4
Putnam Township	14
Tyrone Township	6
Unadilla Township	4
(blank)	
Grand Total	1774

YOUTH SERVICES PROGRAMS

Row Labels	Count of Name
Brighton Township	7
City of Brighton	1
City of Howell	75
Cohoctah Township	4
Conway Township	2
Deerfield Township	4
Genoa Township	56
Green Oak Township	5
Hamburg Township	4
Handy Township/Fowlerville	7
Hartland Township	2
Howell Township	40
Iosco Township	3
Marion Township	75
Oceola Township	97
Other Area	20
Putnam Township	2
Unadilla Township	2
(blank)	1
Grand Total	407

HAPRA COUNT REPORTS July 2022

FACILITY BY LOCATION

Row Labels	Count of User
Bennett Recreation Center Room A	1
Genoa Soccer Complex Field 1	12
Genoa Soccer Complex Field 2	18
Oceola Community Center Court 3	2
Oceola Community Center Main Meeting Room 1	9
Oceola Community Center Meeting Room 2	6
Oceola Community Center Meeting Room 3	1
(blank)	
Grand Total	49

FACILITY BY MUNICIPALITY

Row Labels	Count of User
City of Brighton	22
City of Howell	1
Deerfield Township	1
Green Oak Township	5
Hartland Township	1
Howell Township	1
Marion Township	1
Oceola Township	15
Unadilla Township	2
(blank)	
Grand Total	49

POINT OF SALE REPORTS BY SECTION

Row Labels	Sum of: Total
POS Item: (NON RESIDENT) Community Center Drop-In P	190
POS Item: Community Center Drop-In Pass	860
POS Item: Fitness Class/ Yoga Drop in	50
POS Item: Senior Fitness Class (non Senior Center member)	15
POS Item: Senior Fitness Class (Senior Center Member)	132
Grand Total	1247

BY QUANTITY, CASH, AND CREDIT CARD

Row Labels	Sum of Quantity	Sum of Cash	Sum of Credit/Debit
Admin - Gymnasium Rental	72	290	120
Sports - Drop-in Fees	119	440	200
Wellness - Program Fees Fitness	52	184	13
Grand Total	243	914	333

OCEOLA COMMUNITY CENTER DROP-IN COUNTS

CITY OF HOWELL	90
OCEOLA TWP	67
GENOA TWP	45
MARION TWP	24
HOWELL TWP	19
OTHER	31
UNKNOWN	59
TOTAL	335

OCEOLA COMMUNITY CENTER TOUR COUNTS

CITY OF HOWELL	4
OCEOLA TWP	43
GENOA TWP	13
MARION TWP	3
HOWELL TWP	2
OTHER	7
UNKNOWN	8
TOTAL	80

Howell Township Clerk

From: Chris Techentin <CTechentin@howellrecreation.org>
Sent: Tuesday, September 6, 2022 11:22 AM
Subject: For Immediate Release - Fall Special Events From Howell Recreation.
Attachments: Casino Night (updated).docx; Legend in Wonderland (Legend of Sleepy Howell).docx; Headless Horseman 5K.docx; Legend in Wonderland Flyer.pdf; Casino Night and Kids Night Out Flyer.pdf; Headless Horseman 5K.pdf

Good afternoon,

We at Howell Recreation are excited to share our upcoming sleight of fall special events! The fun kicks off October 1st with our Casino Night event at Chemung Hills! Parents can have a night of fun while kids attend our Kids Night Out Event at The Hive Youth & Teen Center! The Legend of Sleepy Howell returns October 21st in Scofield City Park. Join us for a drive through trick-or-treating event through wonderland! Finally the Headless Horseman 5K is back October 22nd and will take runners of all ages and abilities through the historic neighborhoods of Howell, Scofield Park, and Lakeview Cemetery.

Press releases and flyers for all these events are attached. Please share in any way you can.
Have a great day!

Chris Techentin

Marketing Coordinator

HOWELL
recreation

Direct Line 517.579.2863

www.howellrecreation.org

HOWELL recreation

Howell Area Parks and Recreation Authority
Oceola Community Center
1661 N. Latson Rd.
Howell, MI 48843

For Immediate Release

Please email Jordan Jones with questions at jjones@howellrecreation.org or give us a call at 517-579-2867.

Casino Night

Saturday, October 1st 2022 - 6:00PM-11:00PM

Blackjack, Poker, Money Wheel, Roulette and more are guaranteed on this night to remember! Proceeds made throughout the night will go to the Howell Parks and Recreation Foundation, a non-profit organization that prioritizes giving back to the community.

All games will be played with "imitation money" and there will be NO CASH PRIZES. Your "imitation money" will buy you raffle tickets to submit for a chance to win one of the amazing prizes valued between \$250-\$500.

Your ticket will get you:

- Admission into the event
- Pre-determined amount of "imitation money" to play with
- Butler-Passed hors d'oeuvres

Additional Services:

- Access to two cash only bars (with a signature cocktail)
- Option to purchase more "imitation money"

Site: Chemung Hills, 3125 Golf Club Rd. Howell, MI

Cost: \$50/person

Registration link: www.howellrecreation.org/events/casinonight22

HOWELL recreation

Howell Area Parks and Recreation Authority
Oceola Community Center
1661 N. Latson Rd.
Howell, MI 48843

For Immediate Release

Please email Jordan Jones with questions at
jjones@howellrecreation.org or give us a call at 517-579-2867.

Legend in Wonderland (Legend of Sleepy Howell)

Friday, October 21st 2022 - 6:00PM-9:00PM

MAKE SURE TO CHECK THE TIME FRAME YOU SELECT WHEN REGISTERING

Come join Howell Parks and Recreation for a fun drive-thru trick-or-treat experience. This year's event is Alice in Wonderland themed and we're so excited for you to see all we have planned for your trip through Wonderland!

ONE registration needed per vehicle. Please show up in your selected time slot. The event will take place at 404 Thompson St. Howell MI 48843, otherwise known as Scofield Park. You will be sent instructions for how to enter the park once the event is closer. Children must remain inside the vehicle at all times.

BUTERFLY NETS WILL NOT BE PROVIDED You are allowed to bring your own if desired

Site: Scofield City Park, 404 Thompson St.

Cost: \$15/car

Registration link: <https://www.howellrecreation.org/sleepyhowell>

Contact us: parcsandrec@howellrecreation.org

517-546-0693 ext. 0

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The Howell Area Parks & Recreation Authority was formed in 2006 and serves residents in the City of Howell, Oceola, Genoa, Marion, and Howell Township. Our mission is to bring communities together to enrich lives by promoting active and healthy lifestyles.

Kids Night Out

Want the kids to have fun night out while you join us at our first ever Casino Night? This option allows you to drop the kids off at the Hive Youth & Teen Center for a night of pizza, movies, games, and nerf battles.

- \$20 per kid
- Child Information Sheet must be filled out for each child unless they attended our Summer Day Camp in 2022
- Drop Off starts at 5:30 pm and they must be picked up by 11:30 pm.
Location: Hive Youth Services Center, 925 W. Grand River Ave.

Site: Bennett Rec Center (The Hive), 925 W. Grand River Ave.

Cost: \$20/person

Registration link: www.howellrecreation.org/events/casinonight22

Contact us: parksandrec@howellrecreation.org

517-546-0693 ext. 0

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The Howell Area Parks & Recreation Authority was formed in 2006 and serves residents in the City of Howell, Oceola, Genoa, Marion, and Howell Township. Our mission is to bring communities together to enrich lives by promoting active and healthy lifestyles.

HOWELL recreation

Howell Area Parks and Recreation Authority
Oceola Community Center
1661 N. Latson Rd.
Howell, MI 48843

For Immediate Release

Please email Jordan Jones with questions at jjones@howellrecreation.org or give us a call at 517-579-2867.

Headless Horseman 5K

Saturday, October 22nd 2022 - 6:00PM-8:00PM

The Headless Horseman 5K is BACK and SPOOKIER than ever! This nighttime event will be in-person and kick-off at State and Clinton Streets in beautiful Downtown Howell. Costumed participants will wind their way through the historic neighborhoods and in Scofield City Park. Participants will receive a long sleeve shirt if registered by the end of the day on October 2nd.

This year's race will have a Rolling Start with runners starting at 6 pm, you can start the race anytime between 6 pm and 6:10 pm. This will allow for participants to be spaced out at the start of the race, along the course and at the finish line. Walkers, strollers, assistive devices, and dogs on 6ft leashes are welcome.

Please note that funds from this program help to cover not only costs incurred from the program itself but also help to make the Legend of Sleepy Howell possible. This longstanding community event offers a fun and safe trick-or-treating experience and helps especially those kids living in rural areas. Thank you for your support!

PACKET PICKUP:

Packet pick-up will occur on Oct 19-21 at the Oceola Community Center at 1661 N Latson Road, Howell.

You can pick up your race shirt and bib Wednesday (19th) - Thursday (20th) from 8am - 8pm OR Friday (21st) 8am-1pm

If you can not make it to early packet pick up you can always check in on Race Day (22nd) starting at 5pm on the corner of State St. and Clinton St.

Site: Corner of State & Church St.

Cost: \$30/person

Registration link: www.howellrecreation.org/events/headless22

Contact us: parksandrec@howellrecreation.org

517-546-0693 ext. 0

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W LEGEND IN WonderLand

A DRIVE-THRU TRICK-OR-TREATING EVENT!

FRIDAY, OCTOBER 21ST - 6PM-9PM

SCOFIELD CITY PARK, 404 THOMPSON ST.

COST: \$15/CAR

HOWELL
recreation



SPECIALISTS IN
ORTHODONTICS

SCAN TO REGISTER



12L

LAND PURCHASE AGREEMENT

This LAND PURCHASE AGREEMENT ("Agreement") is made _____, 20__, by and between _____ ("Purchaser") and Howell Township, of 3525 Byron Rd, Howell, MI 48855 ("Seller") as follows:

BACKGROUND

Seller desires to sell, and Purchaser desires to purchase vacant land located in Howell Township, Livingston County, Michigan (the "Land"), which Land 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. _____, legally described on Exhibit "A".

2. Purchase Price. The Purchase Price shall be _____ Dollars (\$ _____), paid in cash in United States currency or its equivalent at closing.

3. Deposit. Purchaser hereby tenders to Seller a good faith deposit in the amount of _____ Dollars (\$ _____) in the form of a certified check or cashier's check made payable to the Seller, to be credited to the Purchase Price at the time of Closing or forfeited to the Seller as liquidated damages. This deposit is nonrefundable except as may otherwise be provided in this Agreement. Purchaser shall not be entitled to any interest earned on the deposit. **PURCHASER ACKNOWLEDGES THAT THE DEPOSIT MAY BE NON-REFUNDABLE AS LIQUIDATED DAMAGES AND IS REFUNDABLE ONLY AS PROVIDED UNDER THE TERMS OF 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. This Agreement cannot be terminated under this Section following the cessation of the Inspection Period; rather, Purchaser may only terminate this Agreement pursuant to this Section during the Inspection Period. 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, 6910 S. Cedar St., Suite 1, Lansing, Michigan 48911, 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. Seller will pay for the following 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. Purchaser will pay for the following costs of Closing, 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.

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, and is entitled to the return of any deposit received pursuant to this Agreement. 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, and is entitled to the return of any deposit received pursuant to this Agreement. 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, and is entitled to the return of any deposit received pursuant to this Agreement. 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.

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 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.

15. 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.

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.

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. 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 shall or will be inserted on the line before divisions and has been intentionally left blank.

18. Special Assessments. Purchaser acknowledges that there are Special Assessments for sewer and water against the Land that will come due for payment in the future and that are in the principal amount of \$ _____, exclusive of interest. Purchaser agrees to pay said Special Assessments in full as they come due. Purchaser unconditionally guarantees to Seller the current and timely payment of the Special Assessments, plus any interest that accumulates during repayment, until the Special Assessments are paid in full. Purchaser's personal guarantee shall bind Purchaser and its successors and assigns. Purchaser shall also provide an irrevocable Letter

of Credit acceptable to Seller in the principal amount of \$ _____ as security for the timely payment of the Special Assessments as they come due. Seller shall have the right to draw against the Letter of Credit and to pursue any remedies necessary directly against Purchaser and its successors and assigns to obtain timely payment of the Special Assessments, including any interest, fees or penalties that may accrue due to the Special Assessments becoming delinquent. Purchaser's guarantee of the Special Assessments and Letter of Credit shall not be required if Purchaser pays the entire principal amount of the future Special Assessments at the time of closing, plus interest calculated to the date of closing.

19. 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:

With a copy to:

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

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

G. 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: _____

EXHIBIT A

Legal Description of Land:

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

September 8, 2022

[Name]
[Address Line 1]
[Address Line 2]
[Telephone Number]
[Email]

Dear [redacted]:

Re: Notice of Default in Land Purchase Agreement

I am contacting you on behalf of Howell Township, Michigan, 3525 Byron Rd., Howell, MI 48855 (the "Township"). A Land Purchase Agreement, dated [redacted] (the "Agreement"), was entered into between you and the Township with respect to the purchase of certain real property located in the Township, specifically Parcel ID No. [redacted].

The Agreement makes reference to certain acts, duties or obligations that you must timely perform, including:

(1) [Provide the language that the Purchaser has allegedly breached under the Agreement]

Despite our interest in what we believe could be a mutually beneficial relationship, we must notify you that by failing to timely perform this act, duty or obligation, you are in default under the express terms of the Agreement. See Paragraph (15) of the Agreement. To cure your default, you must [insert an outline of the actions required to cure the default].

We hope that we can resolve this matter by obtaining compliance with the Agreement. Pursuant to Section 15(C) of the Agreement, you have thirty (30) days to cure the default. We respectfully request that you contact [redacted] indicating whether you intend to cure the alleged default within time period specified.

In addition, please take notice that the Township intends to withhold your deposit pending resolution of this matter. In the event you do not intend to perform, we shall hold you responsible for all appropriate damages and reserve all rights and remedies at law and equity.

Very truly yours,

[redacted]
[redacted]
Howell Township

Cc: Fahey Schultz Burzych Rhodes PLC, Township Legal Counsel

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Howell Township
Invoice and Check Registers
As of 8/31/2022

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

Inv Num	Inv Ref#	Vendor	Description	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
7/15/2022	21131	DTE ENERGY 271 E HIGHLAND JULY 2022	7/15/2022 BRENT KILPELA	08/08/2022	34.06	0.00	Paid	Y	07/31/2022
		592-538-920.00	WWTP ELECTRICITY EXPENSE		34.06				
206346714022	21132	CONSUMERS ENERGY 2571 OAKGROVE RD	07/22/2022 BRENT KILPELA	08/16/2022	104.55	0.00	Paid	Y	07/31/2022
		592-538-922.00	WWTP NATURAL GAS EXPENSE		104.55				
205279019720	21133	CONSUMERS ENERGY 391 N BURKHART JULY 2022	07/19/2022 BRENT KILPELA	08/15/2022	277.33	0.00	Paid	Y	07/31/2022
		592-538-922.00	WWTP NATURAL GAS EXPENSE		277.33				
202965272519	21134	CONSUMERS ENERGY 1222 PACKARD DR JULY 2022	07/19/2022 BRENT KILPELA	08/15/2022	94.32	0.00	Paid	Y	07/31/2022
		592-538-922.00	WWTP NATURAL GAS EXPENSE		94.32				
7/22/2022	21135	MHOG APRIL - JUNE 2022 WATER CONSUMPTIO	07/22/2022 BRENT KILPELA	08/22/2022	156,935.70	0.00	Paid	Y	08/01/2022
		592-537-803.00	UTILITY BILLING WATER EXPENSE		156,935.70				
530367797	21136	UIS SCADA LIFTSTATION REPAIRS	07/25/2022 BRENT KILPELA	08/25/2022	1,248.00	0.00	Paid	Y	08/01/2022
		592-538-930.01	WWTP COLLECTION SYSTEM REPAIR EXPENSE		1,248.00				
9551	21137	TRUE VALUE HARDWARE SAW, HATCHET	07/28/2022 BRENT KILPELA	08/15/2022	68.98	0.00	Paid	Y	08/01/2022
		592-538-956.00	WWTP MISCELLANEOUS EXPENSE		68.98				
150560912	21138	AT&T WWTP AUG 2022	07/19/2022 BRENT KILPELA	08/10/2022	257.82	0.00	Paid	Y	08/01/2022
		592-538-850.00	WWTP TELEPHONE EXPENSE		257.82				
06332000011	21139	HOWELL TOWNSHIP WWTP WATER CONSUMPTION	07/19/2022 BRENT KILPELA	08/15/2022	2,932.07	0.00	Paid	Y	06/30/2022
		592-442-956.00	WWTP MISCELLANEOUS EXPENSE		2,932.07				
051094	21140	USA BLUEBOOK LAB METER, ELECTRODE, SLUDGE NABBE	07/20/2022 BRENT KILPELA	08/20/2022	2,659.25	0.00	Paid	Y	08/01/2022
		592-538-801.05	WWTP LABORATORY FEES EXPENSE		2,659.25				

INVOICE REGISTER REPORT FOR HOWELL TOWNSHIP

09/01/2022 08:09 AM
 User: BRENT KILPELA
 DB: Howell Twp
 Inv Num
 Inv Ref#

Inv Num	Inv Ref#	Description	Vendor	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnliized Post Date
9273		GL Distribution							
21141		TRUE VALUE HARDWARE CLEANING SUPPLIES 592-538-956.00		07/01/2022 BRENT KILPELA	08/15/2022	36.54	0.00	Paid	08/01/2022
9040		TRUE VALUE HARDWARE KEYS 592-442-956.00		06/13/2022 BRENT KILPELA	08/15/2022	5.98	0.00	Paid	06/30/2022
21142		TRUE VALUE HARDWARE KEYS 592-442-956.00		06/13/2022 BRENT KILPELA	08/15/2022	5.98	0.00	Paid	06/30/2022
7/26/2022		LIVINGSTON COUNTY TREASURER MOBILE HOME FEES 701-000-239.00		07/26/2022 BRENT KILPELA	08/15/2022	762.50	0.00	Paid	08/01/2022
21143		TRUST MOBILE HOME TAX PAYABLE 701-000-239.00		07/26/2022 BRENT KILPELA	08/15/2022	762.50	0.00	Paid	08/01/2022
7/22/2022		COMCAST AUGUST 2022 101-265-850.00		07/22/2022 BRENT KILPELA	08/12/2022	427.46	0.00	Paid	08/01/2022
21144		TWP HALL TELEPHONE EXPENSE 101-265-850.00		07/22/2022 BRENT KILPELA	08/12/2022	427.46	0.00	Paid	08/01/2022
64584		MICRO WORKS COMPUTING, INC UPDATE DYMO AND BS&A USERS 101-265-728.01		07/07/2022 BRENT KILPELA	07/27/2022	112.50	0.00	Paid	08/01/2022
21145		TWP HALL IT SUPPORT EXPENSE 101-265-728.01		07/07/2022 BRENT KILPELA	07/27/2022	112.50	0.00	Paid	08/01/2022
64623		MICRO WORKS COMPUTING, INC EVALUATE ELECTION COMPUTERS 101-262-930.00		07/18/2022 BRENT KILPELA	08/07/2022	494.00	0.00	Paid	08/01/2022
21146		ELECTION EQUIP REPAIR EXPENSE 101-262-930.00		07/18/2022 BRENT KILPELA	08/07/2022	494.00	0.00	Paid	08/01/2022
64659		MICRO WORKS COMPUTING, INC BS&A CLOUD MEETING 101-265-728.01		07/19/2022 BRENT KILPELA	08/08/2022	194.00	0.00	Paid	08/01/2022
21147		TWP HALL IT SUPPORT EXPENSE 101-265-728.01		07/19/2022 BRENT KILPELA	08/08/2022	194.00	0.00	Paid	08/01/2022
64678		MICRO WORKS COMPUTING, INC 3 ELECTION LAPTOPS 101-262-727.00		07/25/2022 BRENT KILPELA	08/14/2022	987.00	0.00	Paid	08/01/2022
21148		ELECTION SUPPLIES EXPENSE 101-262-727.00		07/25/2022 BRENT KILPELA	08/14/2022	987.00	0.00	Paid	08/01/2022
64700		MICRO WORKS COMPUTING, INC SETUP 3 ELECTION LAPTOPS 101-262-727.00		07/26/2022 BRENT KILPELA	08/15/2022	562.50	0.00	Paid	08/01/2022
21149		ELECTION SUPPLIES EXPENSE 101-262-727.00		07/26/2022 BRENT KILPELA	08/15/2022	562.50	0.00	Paid	08/01/2022
67		HURON CEMETERY MAINT INC MARJORIE BUMANN CREMAINS BURIAL 101-000-642.01		07/19/2022 BRENT KILPELA	08/18/2022	500.00	0.00	Paid	08/01/2022
21150		GEN FUND GRAVE OPENINGS INCOME 101-000-642.01		07/19/2022 BRENT KILPELA	08/18/2022	500.00	0.00	Paid	08/01/2022

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215487	21151	SPICER GROUP DANGEROUS BUILDINGS STUDY & REPORT 101-447-801.00	07/22/2022 BRENT KILPELA	08/22/2022	828.00	0.00	Paid	08/01/2022
71086	21152	SPECTRUM VOTETEST TEST DECKS (5) 101-262-930.00	07/21/2022 BRENT KILPELA	08/21/2022	465.91	0.00	Paid	08/01/2022
001390840218	21153	MUTUAL OF OMAHA INSURANCE COMPANY AUGUST 2022 101-265-721.00	07/19/2022 BRENT KILPELA	08/01/2022	186.38	0.00	Paid	08/01/2022
CS100182	21154	CHLORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	07/16/2022 BRENT KILPELA	08/15/2022	776.61	0.00	Paid	08/01/2022
CS100187	21155	CHLORIDE SOLUTIONS, LLC DUST CONTROL 204-000-802.00	07/23/2022 BRENT KILPELA	08/22/2022	5,589.86	0.00	Paid	08/01/2022
5737	21156	PERFECT MAINTENANCE AUGUST CLEANING 101-265-775.00	07/26/2022 BRENT KILPELA	08/15/2022	195.00	0.00	Paid	08/01/2022
203143277123	21157	CONSUMERS ENERGY JULY 2022 101-265-922.00	07/20/2022 BRENT KILPELA	08/16/2022	31.46	0.00	Paid	08/01/2022
8/1/2022	21158	LIVINGSTON COUNTY TREASURER DOG LICENSES 701-000-238.00	08/01/2022 BRENT KILPELA	08/02/2022	64.00	0.00	Paid	08/01/2022
8/1/2022	21159	HOWELL PUBLIC SCHOOLS 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-225.00	08/01/2022 BRENT KILPELA	08/02/2022	41,082.02	0.00	Paid	08/01/2022
8/1/2022	21160	HOWELL PUBLIC SCHOOLS 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-225.01	08/01/2022 BRENT KILPELA	08/02/2022	121,404.84	0.00	Paid	08/01/2022

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8/01/2022 21161	FOWLERVILLE SCHOOLS 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-226.00	08/01/2022 BRENT KILPELA TAX DUE TO FOWL SCHLS OPER SUMMER	08/02/2022	61.32 61.32	0.00	Paid	Y	08/01/2022
8/1/2022 21162	LIVINGSTON COUNTY TREASURER 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-228.01	08/01/2022 BRENT KILPELA TAX DUE TO COUNTY SET SUMMER	08/02/2022	91,285.34 91,285.34	0.00	Paid	Y	08/01/2022
8/1/2022 21163	LIV EDUC SERVICE AGENCY 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-227.00	08/01/2022 BRENT KILPELA TAX DUE TO LESA SUMMER	08/02/2022	49,407.20 49,407.20	0.00	Paid	Y	08/01/2022
8/1/2022 21164	LIVINGSTON COUNTY TREASURER 2022 SUMMER TAXES 7/16 - 7/31/2022 703-000-228.00	08/01/2022 BRENT KILPELA TAX DUE TO COUNTY SUMMER	08/02/2022	49,510.65 49,510.65	0.00	Paid	Y	08/01/2022
062784 21165	USA BLUEBOOK AMMONIA TESTS 592-538-801.05	08/01/2022 BRENT KILPELA WWTP LABORATORY FEES EXPENSE	09/01/2022	522.64 522.64	0.00	Paid	Y	08/01/2022
2752 21169	ION 3 YEAR MAINTENANCE AGREEMENT 101-265-930.00 101-000-123.00	08/01/2022 BRENT KILPELA TWP HALL GROUNDS EQUIP REPAIR EXPENSE GEN FUND PREPAID EXPENSES	09/01/2022	1,850.00 309.00 1,541.00	0.00	Paid	Y	08/02/2022
80489 21170	FIRST IMPRESSIONS PRINT & MKTG BUSINESS CARDS 101-265-727.01	08/01/2022 BRENT KILPELA TWP HALL OFFICE SUPPLIES EXPENSE	08/15/2022	61.38 61.38	0.00	Paid	Y	08/02/2022
33194 21171	HI-TECH SAFE & LOCK COMPANY, INC DUPLICATE KEYS FOR WWTP 592-538-956.00	07/11/2022 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	08/11/2022	21.00 21.00	0.00	Paid	Y	08/02/2022
22519490-00 21172	MCAUGHTON-MCKAY SMART CONTROL BOARD 592-538-930.00	07/05/2022 BRENT KILPELA WWTP PLANT EQUIPMENT REPAIR EXPENSE	08/05/2022	571.29 571.29	0.00	Paid	Y	08/02/2022
9336 21173	LOREA TOPSOIL & AGGREGATE 6 YARDS OF TOPSOIL 592-538-956.00	07/08/2022 BRENT KILPELA WWTP MISCELLANEOUS EXPENSE	08/07/2022	138.00 138.00	0.00	Paid	Y	08/02/2022

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8082219551930 21174		ADVANCE AUTO PARTS FRAM ANTI FREEZE 592-538-956.00	07/14/2022 BRENT KILPELA	07/14/2022	83.94	0.00	Paid	Y 08/02/2022
		WWTP MISCELLANEOUS EXPENSE			83.94			
6557077443 21175		GRAINGER FANS, BLOWERS, ADAPTER 592-538-956.00	07/14/2022 BRENT KILPELA	08/14/2022	493.02	0.00	Paid	Y 08/02/2022
		WWTP MISCELLANEOUS EXPENSE			493.02			
17019012-00 21176		STANDARD ELECTRIC - BRIGHTON BUSS FUSES 592-538-930.00	07/14/2022 BRENT KILPELA	08/14/2022	105.50	0.00	Paid	Y 08/02/2022
		WWTP PLANT EQUIPMENT REPAIR EXPENSE			105.50			
7/20/2022 21177		US POSTMASTER PERMIT #100 ANNUAL FEES 101-265-726.00	07/20/2022 BRENT KILPELA	08/15/2022	550.00	0.00	Paid	Y 08/03/2022
		POSTAGE			550.00			
412763072 21178		CINTAS CORPORATION BLUE MATS 101-265-775.00	08/03/2022 BRENT KILPELA	08/15/2022	81.47	0.00	Paid	Y 08/03/2022
		TWP HALL OFFICE CLEANING EXPENSE			81.47			
9612 21179		TRUE VALUE HARDWARE UTIL PUMP & GARDEN HOSE 592-538-956.00	08/03/2022 BRENT KILPELA	08/15/2022	173.99	0.00	Paid	Y 08/03/2022
		WWTP MISCELLANEOUS EXPENSE			173.99			
24221776 21180		GRANGER WASTE SERVICES AUGUST 2022 101-265-775.00	07/31/2022 BRENT KILPELA	08/25/2022	20.71	0.00	Paid	Y 08/04/2022
		TWP HALL OFFICE CLEANING EXPENSE			20.71			
17019015-00 21181		STANDARD ELECTRIC - BRIGHTON 2 SURGE PROTECTORS 592-538-930.00	07/19/2022 BRENT KILPELA	08/19/2022	484.53	0.00	Paid	Y 08/08/2022
		WWTP PLANT EQUIPMENT REPAIR EXPENSE			484.53			
9689 21182		LOREA TOPSOIL & AGGREGATE LIMESTONE 592-538-956.00	07/27/2022 BRENT KILPELA	08/15/2022	210.00	0.00	Paid	Y 08/08/2022
		WWTP MISCELLANEOUS EXPENSE			210.00			
105474 21183		BYRUM ACE HARDWARE SHOVELS 592-538-956.00	07/29/2022 BRENT KILPELA	08/29/2022	68.98	0.00	Paid	Y 08/08/2022
		WWTP MISCELLANEOUS EXPENSE			68.98			

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632252	21184	KENNEDY INDUSTRIES INC PUMP STATION #6 PUMP REPAIR		07/27/2022 BRENT KILPELA	08/27/2022	11,495.00	0.00	Paid	08/08/2022
		592-538-930.01		WWTP COLLECTION SYSTEM REPAIR EXPENSE		11,495.00			
404737BRI	21185	COMPLETE BATTERY SOURCE PORTABLE GENERATOR		07/21/2022 BRENT KILPELA	08/21/2022	215.92	0.00	Paid	08/08/2022
		592-538-930.00		WWTP PLANT EQUIPMENT REPAIR EXPENSE		215.92			
405022BRI	21186	COMPLETE BATTERY SOURCE 12/24V PRO-LOGIX INTELL BATTERY		07/28/2022 BRENT KILPELA	08/28/2022	140.51	0.00	Paid	08/08/2022
		592-538-930.00		WWTP PLANT EQUIPMENT REPAIR EXPENSE		140.51			
0053-0	21187	THE SHERWIN WILLIAMS CO ACCT # 5265-9310-8		07/12/2022 BRENT KILPELA	08/20/2022	95.13	0.00	Paid	08/08/2022
		592-538-956.00		WWTP MISCELLANEOUS EXPENSE		95.13			
9283	21188	TRUE VALUE CUSTOMER NUMBER 451339 (GENOA TWP)		07/01/2022 BRENT KILPELA	08/01/2022	8.56	0.00	Paid	08/08/2022
		592-538-956.00		WWTP MISCELLANEOUS EXPENSE		8.56			
2166111	21189	CARLISLE WORTMAN ASSOC, INC. BD Bond Refund		08/16/2022 BRENT KILPELA	08/23/2022	100.00	0.00	Paid	08/16/2022
		101-000-203.00		BSP22-0001		100.00			
143147	21190	BS&A SOFTWARE CLOUD IMPLEMENTATION INITIAL PAYME		08/09/2022 BRENT KILPELA	09/09/2022	9,250.00	0.00	Paid	08/16/2022
		101-268-977.00		TWP AT LARGE CAPITAL OUTLAY EXPENSE		9,250.00			
8/4/2022	21191	LIVINGSTON COUNTY TREASURER JBOR CHARGEBACK		08/04/2022 BRENT KILPELA	09/04/2022	12.98	0.00	Paid	08/16/2022
		101-247-964.00		BOARD OF REVIEW REFUNDS & CHARGEBACKS		12.98			
2166110	21192	CARLISLE WORTMAN ASSOC, INC. GENERAL CONSULTATION		08/11/2022 BRENT KILPELA	09/11/2022	750.00	0.00	Paid	08/16/2022
		101-701-801.00		PLANNING CONTRACTED PLANNER EXPENSE		750.00			
3397	21193	COMPLETE OUTDOOR SERVICES, INC. CEMETERY MAINT (4 OF 8)		08/07/2022 BRENT KILPELA	09/07/2022	845.00	0.00	Paid	08/16/2022
		101-276-931.00		GROUNDS CARE & MAINT.		845.00			

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21194		LIVINGSTON DAILY PRESS & ARGUS		08/01/2022 BRENT KILPELA	08/20/2022	220.00	0.00	Paid	08/16/2022
		JULY PUBLICATIONS							
		101-247-900.00		BOARD OF REVIEW PRINTING & PUBL EXP		60.00			
		101-262-900.00		ELECTION PRINTING & PUBL EXPENSE		80.00			
		101-101-900.00		TWP BOARD PRINT & PUBL EXPENSE		80.00			
21195		DTE ENERGY		08/10/2022 BRENT KILPELA	09/01/2022	659.49	0.00	Paid	08/16/2022
		TWP HALL AUG 2022							
		101-265-920.00		TWP HALL ELECTRICITY EXPENSE		659.49			
21196		JEAN GRAHAM		08/11/2022 BRENT KILPELA	09/11/2022	478.93	0.00	Paid	08/16/2022
		CLERK EXPENSES							
		101-262-726.00		ELECTION POSTAGE EXPENSE		25.88			
		101-262-860.00		ELECTION MILEAGE & EXPENSES		4.69			
		101-262-860.00		ELECTION MILEAGE & EXPENSES		412.33			
		101-265-727.01		TWP HALL OFFICE SUPPLIES EXPENSE		36.03			
21197		EVER SO GREEN		08/11/2022 BRENT KILPELA	09/11/2022	229.00	0.00	Paid	08/16/2022
		ROUND UP APPLICATION							
		101-265-801.00		TWP HALL GROUNDS CONTRACTED SVCS EXP		229.00			
21198		FAHEY SCHULTZ BURZYCH RHODES PLC		08/01/2022 BRENT KILPELA	08/31/2022	912.50	0.00	Paid	08/16/2022
		RAINBOW							
		101-268-801.01		TWP AT LARGE LEGAL EXPENSE		912.50			
21199		FAHEY SCHULTZ BURZYCH RHODES PLC		08/01/2022 BRENT KILPELA	08/31/2022	6,280.00	0.00	Paid	08/16/2022
		GENERAL							
		101-268-801.01		TWP AT LARGE LEGAL EXPENSE		6,280.00			
21200		FAHEY SCHULTZ BURZYCH RHODES PLC		08/01/2022 BRENT KILPELA	08/31/2022	4,661.50	0.00	Paid	08/16/2022
		OAKLAND TACTICAL SUPPLY							
		101-268-801.01		TWP AT LARGE LEGAL EXPENSE		4,661.50			
21201		MICRO WORKS COMPUTING, INC		07/29/2022 BRENT KILPELA	08/18/2022	344.00	0.00	Paid	08/16/2022
		SERVICE CALL							
		101-265-728.01		TWP HALL IT SUPPORT EXPENSE		344.00			
21202		ABSOPURE		07/31/2022 BRENT KILPELA	08/30/2022	12.00	0.00	Paid	08/16/2022
		COOLER RENTAL							
		101-265-727.00		TWP HALL KITCHEN/BATH SUPPLIES EXPENSE		12.00			

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88445979 21203		ABSOPURE 6 BOTTLES DELIVERY 101-265-727.00	07/06/2022 BRENT KILPELA	08/31/2022	48.20	0.00	Paid	08/16/2022
		TWP HALL KITCHEN/BATH SUPPLIES EXPENSE			48.20			
200013808862 21204		DTE ENERGY STREETLIGHTS 101-268-920.00	08/01/2022 BRENT KILPELA	09/12/2022	494.97	0.00	Paid	08/16/2022
		TWP AT LARGE STREETLIGHT EXPENSE			494.97			
8/10/2022 21205		DTE ENERGY 3888 OAKGROVE AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	102.98	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			102.98			
8/10/2022 21206		DTE ENERGY 1575 N BURKHART AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	358.92	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			358.92			
8/10/2022 21207		DTE ENERGY 1034 AUSTIN CT AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	226.17	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			226.17			
8/10/2022 21208		DTE ENERGY 1222 PACKARD DR AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	3,881.96	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			3,881.96			
8/10/2022 21209		DTE ENERGY 1216 PACKARD AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	26.55	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			26.55			
8/10/2022 21210		DTE ENERGY 2559 W GRAND RIVER AUG 2022 592-538-920.00	08/10/2022 BRENT KILPELA	09/01/2022	216.97	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			216.97			
8/4/2022 21211		DTE ENERGY 391 N BURKHART AUG 2022 592-538-920.00	08/04/2022 BRENT KILPELA	08/26/2022	101.44	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			101.44			
8/4/2022 21212		DTE ENERGY 1009 N BURKHART AUG 2022 592-538-920.00	08/04/2022 BRENT KILPELA	08/26/2022	138.85	0.00	Paid	08/16/2022
		WWTP ELECTRICITY EXPENSE			138.85			

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8/3/2022 21213		08/03/2022 BRENT KILPELA	08/25/2022	483.29	0.00	Paid	Y 08/16/2022
		2571 OAKGROVE AUG 2022 592-538-920.00		483.29			
		WWTP ELECTRICITY EXPENSE					
11082018 21214		08/10/2022 BRENT KILPELA	09/10/2022	451.44	0.00	Paid	Y 08/16/2022
		GENOA TOWNSHIP DPW MANHOLE COVER REIMBURSEMENT 592-538-930.01		451.44			
		WWTP COLLECTION SYSTEM REPAIR EXPENSE					
8/11/2022 21215		08/11/2022 BRENT KILPELA	09/11/2022	2,329.46	0.00	Paid	Y 08/16/2022
		GENOA TOWNSHIP DPW SANITARY DISPOSAL - VACTOR TRUCK 592-538-801.00		2,329.46			
		WWTP CONTRACTED SERVICES EXPENSE					
9407301978 21216		08/10/2022 BRENT KILPELA	09/09/2022	54.32	0.00	Paid	Y 08/16/2022
		GRAINGER LEVEL GAUGE TANK 592-538-930.00		54.32			
		WWTP PLANT EQUIPMENT REPAIR EXPENSE					
22621946-00 21217		08/05/2022 BRENT KILPELA	09/05/2022	692.61	0.00	Paid	Y 08/16/2022
		MCNAUGHTON-MCKAY SMART MOTOR CONTROL 592-538-930.00		692.61			
		WWTP PLANT EQUIPMENT REPAIR EXPENSE					
1004251724 21218		07/11/2022 BRENT KILPELA	09/01/2022	2,952.50	0.00	Paid	Y 08/16/2022
		CLEAN HARBORS RE-ACTIVATED CARBON 592-538-729.00		2,952.50			
		WWTP CHEMICALS EXPENSE					
8/16/2022 21219		08/16/2022 BRENT KILPELA	08/16/2022	87,181.90	0.00	Paid	Y 08/16/2022
		LIVINGSTON COUNTY TREASURER 2022 SUMMER TAXES 8/1 - 8/15/22 703-000-228.00		87,181.90			
		TAX DUE TO COUNTY SUMMER					
8/16/2022 21220		08/16/2022 BRENT KILPELA	08/16/2022	86,999.83	0.00	Paid	Y 08/16/2022
		LIV EDUC SERVICE AGENCY 2022 SUMMER TAXES 8/1 - 8/15/22 703-000-227.00		86,999.83			
		TAX DUE TO LESA SUMMER					
8/16/2022 21221		08/16/2022 BRENT KILPELA	08/16/2022	160,331.59	0.00	Paid	Y 08/16/2022
		LIVINGSTON COUNTY TREASURER 2022 SUMMER TAXES 8/1 - 8/15/22 703-000-228.01		160,331.59			
		TAX DUE TO COUNTY SET SUMMER					
8/16/2022 21222		08/16/2022 BRENT KILPELA	08/16/2022	73,995.71	0.00	Paid	Y 08/16/2022
		HOWELL PUBLIC SCHOOLS 2022 SUMMER TAXES 8/1 - 8/15/22 703-000-225.00		73,995.71			
		TAX DUE TO HOWELL SCHLS DEBT SUMMER					

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08/16/2022 21223	08/16/2022	250,575.73	0.00	Paid	08/16/2022
HOWELL PUBLIC SCHOOLS					
2022 SUMMER TAXES 8/1 - 8/15/22 BRENT KILPELA					
703-000-225.01 TAX DUE TO HOWELL SCHLS OPER SUMMER					
0633200011 21224	08/16/2022	300.00	0.00	Paid	08/16/2022
HOWELL TOWNSHIP					
WWTP USAGE BRENT KILPELA					
592-538-956.00 WWTP MISCELLANEOUS EXPENSE					
08/16/2022 21225	08/23/2022	55.20	0.00	Paid	08/16/2022
KRZEWSKI, LESZEK					
UB refund for account: 0627201110 BRENT KILPELA					
592-000-214.89 SEWER METERED					
592-000-214.89 READY TO SERVE					
OE-54308-1 21226	08/17/2022	360.72	0.00	Paid	08/17/2022
SMART BUSINESS SOURCE, LLC					
KITCHEN SUPPLIES BRENT KILPELA					
101-265-727.00 TWP HALL KITCHEN/BATH SUPPLIES EXPENSE					
8/16/2022 21227	08/18/2022	107.13	0.00	Paid	08/18/2022
JONATHAN HOHENSTEIN					
TREASURER EXPENSES BRENT KILPELA					
101-253-860.00 TREASURER MILEAGE & EXPENSES					
106737 21228	09/18/2022	46.97	0.00	Paid	08/22/2022
CRISPIN VALVE					
8 PARTS BRENT KILPELA					
592-538-930.00 WWTP PLANT EQUIPMENT REPAIR EXPENSE					
8/12/2022 21229	09/06/2022	173.16	0.00	Paid	08/22/2022
DTE ENERGY					
2700 TOOLEY RD AUG 2022 BRENT KILPELA					
592-538-920.00 WWTP ELECTRICITY EXPENSE					
632519 21230	09/16/2022	571.75	0.00	Paid	08/22/2022
KENNEDY INDUSTRIES INC					
LIFTSTATION SERVICE CALL BRENT KILPELA					
592-538-930.01 WWTP COLLECTION SYSTEM REPAIR EXPENSE					
9952 21231	09/11/2022	180.00	0.00	Paid	08/22/2022
LOREA TOPSOIL & AGGREGATE					
PUMP STATION FILL DIRT BRENT KILPELA					
592-538-930.01 WWTP COLLECTION SYSTEM REPAIR EXPENSE					
083736 21232	09/18/2022	1,201.78	0.00	Paid	08/22/2022
USA BLUEBOOK					
HACH INTELL PROBE 5 M CABLE BRENT KILPELA					
592-538-930.00 WWTP PLANT EQUIPMENT REPAIR EXPENSE					

User: BRENT KILPELA

DB: Howell Twp

Vendor Description

GL Distribution

# of Invoices:	99	# Due:	0
# of Credit Memos:	0	# Due:	0

Net of Invoices and Credit Memos:

--- TOTALS BY FUND ---

101 - GENERAL FUND	33,314.19	0.00	0.00
204 - ROAD FUND	6,366.47	0.00	0.00
592 - SWR/WTR	194,028.93	0.00	0.00
701 - TRUST & AGENCY	826.50	0.00	0.00
703 - TAX FUND	1,011,836.13	0.00	0.00

--- TOTALS BY DEPT/ACTIVITY ---

000 - OTHER	1,021,225.30	0.00	0.00
101 - TOWNSHIP BOARD	80.00	0.00	0.00
247 - BOARD OF REVIEW	72.98	0.00	0.00
253 - TREASURER	107.13	0.00	0.00
262 - ELECTIONS	3,032.31	0.00	0.00
265 - TOWNSHIP HALL	3,858.80	0.00	0.00
268 - TOWNSHIP AT LARGE	21,598.97	0.00	0.00
276 - CEMETERY	845.00	0.00	0.00
442 - WWTP	2,938.05	0.00	0.00
447 - ENGINEERING	828.00	0.00	0.00
537 - CHARGES FOR SERVICES	156,935.70	0.00	0.00
538 - WWTP	34,099.98	0.00	0.00
701 - PLANNING	750.00	0.00	0.00

C. Agnes with Check Register BK

Inv Num	Inv Date Entered By	Due Date	Inv Amt	Amt Due	Status	Jrnalized Post Date
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Totals:	1,246,372.22	0.00	0.00
Totals:	1,246,372.22	0.00	0.00

Check Date	Bank	Check	Vendor Name	Amount
Bank GEN GENERAL FUND CHECKING				
08/08/2022	GEN	101001752 (E)	CONSUMERS ENERGY	31.46
08/08/2022	GEN	18169	CINTAS CORPORATION	81.47
08/08/2022	GEN	18170	COMCAST	427.46
08/08/2022	GEN	18171	FIRST IMPRESSIONS PRINT & MKTG	61.38
08/08/2022	GEN	18172	GRANGER WASTE SERVICES	20.71
08/08/2022	GEN	18173	HURON CEMETERY MAINT INC	500.00
08/08/2022	GEN	18174	ION	1,850.00
08/08/2022	GEN	18175	CHLORIDE SOLUTIONS, LLC	6,366.47
08/08/2022	GEN	18176	MICRO WORKS COMPUTING, INC	2,350.00
08/08/2022	GEN	18177	MUTUAL OF OMAHA INSURANCE COMPANY	186.38
08/08/2022	GEN	18178	PERFECT MAINTENANCE	195.00
08/08/2022	GEN	18179	SPECTRUM	465.91
08/08/2022	GEN	18180	SPICER GROUP	828.00
08/08/2022	GEN	18181	US POSTMASTER	550.00
08/18/2022	GEN	101001753 (E)	DTE ENERGY	659.49
08/18/2022	GEN	18182	ABSOPURE	60.20
08/18/2022	GEN	18183	BS&A SOFTWARE	9,250.00
08/18/2022	GEN	18184	CARLISLE WORTMAN ASSOC, INC.	850.00
08/18/2022	GEN	18185	COMPLETE OUTDOOR SERVICES, INC.	845.00
08/18/2022	GEN	18186	DTE ENERGY	494.97
08/18/2022	GEN	18187	EVER SO GREEN	229.00
08/18/2022	GEN	18188	FAHEY SCHULTZ BURZYCH RHODES PLC	11,854.00
08/18/2022	GEN	18189	JEAN GRAHAM	478.93
08/18/2022	GEN	18190	LIVINGSTON DAILY PRESS & ARGUS	220.00
08/18/2022	GEN	18191	MICRO WORKS COMPUTING, INC	344.00
08/18/2022	GEN	18192	SMART BUSINESS SOURCE, LLC	360.72
08/18/2022	GEN	18193	LIVINGSTON COUNTY TREASURER	12.98
08/18/2022	GEN	18194	JONATHAN HOHENSTEIN	107.13

GEN TOTALS:

Total of 28 Checks:	39,680.66
Less 0 Void Checks:	0.00
Total of 28 Disbursements:	39,680.66

Bank T&A TRUST & AGENCY CHECKING

08/01/2022	T&A	3546	LIVINGSTON COUNTY TREASURER	762.50
08/01/2022	T&A	3547	LIVINGSTON COUNTY TREASURER	64.00

T&A TOTALS:

Total of 2 Checks:	826.50
Less 0 Void Checks:	0.00
Total of 2 Disbursements:	826.50

Bank TAX TAX CHECKING

08/01/2022	TAX	5684	FOWLerville SCHOOLS	61.32
08/01/2022	TAX	5685	HOWELL PUBLIC SCHOOLS	41,082.02
08/01/2022	TAX	5686	HOWELL PUBLIC SCHOOLS	121,404.84
08/01/2022	TAX	5687	LIV EDUC SERVICE AGENCY	49,407.20
08/01/2022	TAX	5688	LIVINGSTON COUNTY TREASURER	91,285.34
08/01/2022	TAX	5689	LIVINGSTON COUNTY TREASURER	49,510.65
08/16/2022	TAX	5690	HOWELL PUBLIC SCHOOLS	73,995.71
08/16/2022	TAX	5691	HOWELL PUBLIC SCHOOLS	250,575.73
08/16/2022	TAX	5692	LIV EDUC SERVICE AGENCY	86,999.83
08/16/2022	TAX	5693	LIVINGSTON COUNTY TREASURER	87,181.90
08/16/2022	TAX	5694	LIVINGSTON COUNTY TREASURER	160,331.59

TAX TOTALS:

Total of 11 Checks:	1,011,836.13
Less 0 Void Checks:	0.00
Total of 11 Disbursements:	1,011,836.13

Bank UTYCK UTILITY CHECKING

08/02/2022	UTYCK	2901	HOWELL TOWNSHIP	2,932.07
08/02/2022	UTYCK	2902	MHOG	156,935.70
08/02/2022	UTYCK	2903	TRUE VALUE HARDWARE	111.50
08/02/2022	UTYCK	2904	UIS SCADA	1,248.00
08/02/2022	UTYCK	2905	USA BLUEBOOK	3,181.89
08/02/2022	UTYCK	590003645 (E)	AT&T	257.82
08/02/2022	UTYCK	590003646 (E)	CONSUMERS ENERGY	104.55
08/02/2022	UTYCK	590003647 (E)	CONSUMERS ENERGY	277.33

Check Date	Bank	Check	Vendor Name	Amount
08/02/2022	UTYCK	590003648(E)	CONSUMERS ENERGY	94.32
08/02/2022	UTYCK	590003649(E)	DTE ENERGY	34.06
08/08/2022	UTYCK	2906	BYRUM ACE HARDWARE	68.98
08/08/2022	UTYCK	2907	ADVANCE AUTO PARTS	83.94
08/08/2022	UTYCK	2908	COMPLETE BATTERY SOURCE	356.43
08/08/2022	UTYCK	2909	GRAINGER	493.02
08/08/2022	UTYCK	2910	HI-TECH SAFE & LOCK COMPANY, INC	21.00
08/08/2022	UTYCK	2911	KENNEDY INDUSTRIES INC	11,495.00
08/08/2022	UTYCK	2912	LOREA TOPSOIL & AGGREGATE	348.00
08/08/2022	UTYCK	2913	MCNAUGHTON-MCKAY	571.29
08/08/2022	UTYCK	2914	THE SHERWIN WILLIAMS CO	95.13
08/08/2022	UTYCK	2915	STANDARD ELECTRIC - BRIGHTON	590.03
08/08/2022	UTYCK	2916	TRUE VALUE HARDWARE	173.99
08/08/2022	UTYCK	2917	TRUE VALUE	8.56
08/22/2022	UTYCK	2918	CLEAN HARBORS	2,952.50
08/22/2022	UTYCK	2919	CRISPIN VALVE	46.97
08/22/2022	UTYCK	2920	GENOA TOWNSHIP DPW	2,780.90
08/22/2022	UTYCK	2921	GRAINGER	54.32
08/22/2022	UTYCK	2922	HOWELL TOWNSHIP	300.00
08/22/2022	UTYCK	2923	KENNEDY INDUSTRIES INC	571.75
08/22/2022	UTYCK	2924	LOREA TOPSOIL & AGGREGATE	180.00
08/22/2022	UTYCK	2925	MCNAUGHTON-MCKAY	692.61
08/22/2022	UTYCK	2926	KRZEWSKI, LESZEK	55.20
08/22/2022	UTYCK	2927	USA BLUEBOOK	1,201.78
08/22/2022	UTYCK	590003650(E)	DTE ENERGY	102.98
08/22/2022	UTYCK	590003651(E)	DTE ENERGY	358.92
08/22/2022	UTYCK	590003652(E)	DTE ENERGY	226.17
08/22/2022	UTYCK	590003653(E)	DTE ENERGY	3,881.96
08/22/2022	UTYCK	590003654(E)	DTE ENERGY	26.55
08/22/2022	UTYCK	590003655(E)	DTE ENERGY	216.97
08/22/2022	UTYCK	590003656(E)	DTE ENERGY	101.44
08/22/2022	UTYCK	590003657(E)	DTE ENERGY	138.85
08/22/2022	UTYCK	590003658(E)	DTE ENERGY	483.29
08/22/2022	UTYCK	590003659(E)	DTE ENERGY	173.16

UTYCK TOTALS:

Total of 42 Checks:	194,028.93
Less 0 Void Checks:	0.00
Total of 42 Disbursements:	194,028.93

REPORT TOTALS:

Total of 83 Checks:	1,246,372.22
Less 0 Void Checks:	0.00
Total of 83 Disbursements:	1,246,372.22

Agrees with
 Invoice Register
 BK